

1538997

DECLARATION OF CONDOMINIUM
OF
LAKEWOOD GARDENS CONDOMINIUM HOMES

This Declaration is made under the Wisconsin Unit Ownership Act, Chapter 703, Wisconsin Statutes, by Gilbert L. Docken, an individual, hereinafter referred to as Declarant.

1. Purpose. The purpose of this Declaration is to submit the land and improvements described herein to condominium ownership and use in the manner provided by Wisconsin Unit Ownership Act.

2. Description of Land. The land subject to this Declaration is owned by Declarant, and is more fully described in Exhibit "A" attached hereto.

3. Description of Buildings. The buildings and improvements which are located on the land consist of nineteen (19) separate buildings each containing varying numbers of units as set forth below, and designated by letters A through S. A survey plan of the land showing the location of each building is attached to this Declaration as Exhibit "B".

The buildings are more specifically described as follows:

Buildings A, B, C, and D are two-story buildings, with cedar shake siding. Building D has a full basement. Building A has six (6) units; Buildings B and D have eight (8) units each; and Building C has fourteen (14) units.

Buildings E, F, G, H, I, J, K, L, M, N, O, P, Q, and R are two-story buildings with basements, and all have aluminium siding. Buildings E, L, and Q each have twelve (12) units; Building F, H, J, M, and P each have eight (8) units; Buildings G, I, and R each have fourteen (14) units; Buildings K, N, and O each have ten (10) units.

Building S is a three-story, wood-framed, brick veneered building, containing twenty-four (24) units. All units in this building are preceded with the designation "S".

A set of floor plans of each building showing the location, layout, and dimensions of each unit is attached to this Declaration as Exhibit "C". A schedule showing the approximate square footage and number of rooms contained in each unit is attached to this Declaration as Exhibit "C1".

4. Interpretation of Plans. If there is any variance between (a) the survey and floor plans as recorded and (b) any other document or on-site dimensions obtained, the data shown on the survey and floor plans shall prevail.

5. Boundaries of Units. The boundaries of each unit are as follows:

- a) The upper boundary is the horizontal plane of the undecorated finished ceiling.
- b) The lower boundary is the horizontal plane of the undecorated finished floor.
- c) The side boundaries are the vertical planes of the undecorated finished walls.
- d) The foregoing boundaries extended to the intersection with each other shall constitute the unit. It is intended that the surface of the area, (be it tiled, papered, panelled, painted or otherwise) is included as a part of the defined unit. In the case of a unit with more than one floor level, the boundaries delineated by a), b), and c) above shall apply to each of said floor levels and the lower boundary of the areas with stairs shall be the undecorated finished stairs in both the vertical and horizontal planes.
- e) Services such as power, light, gas, hot and cold water, heating and air conditioning shall be a part of the unit if the service is provided exclusively for the unit defined in a), b), c) and d).

6. Common Areas. Without intending to limit the term, "Common Areas" expressly includes:

- a) The land on which each unit is located and all other real estate described in Exhibit "A".

- b) The parking areas, service drives, drying yards, play areas, parks and recreational facilities.
- c) The foundations, columns, girders, beams, supports, main walls and roofs of all buildings.
- d) Installation of central services providing services for more than one unit, such as power, light, gas, hot and cold water, heating and air conditioning, if applicable.
- e) The tanks, pumps, motors, fans, compressors, ducts, and in general, all apparatus and installations existing for common use.
- f) Such community and commercial facilities as may be provided in the Declaration.
- g) All other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.
- h) Laundry room in Building "D".
- i) The limited Common Areas hereafter described are subject to the usage limitations particularly set out therein.

No Unit Owner shall run any pipes, wires, conduits, public utility lines or other structural components running through his unit and serving more than his unit, whether or not such items be located in the floors, ceilings, a perimeter or interior wall of the unit.

Each Unit Owner may use the Common Areas and facilities in accordance with this Declaration, the By-Laws and Administrative Rules adopted pursuant thereto without hindering or encroaching upon the lawful rights of the other Unit Owners.

The necessary work of maintenance, repair and replacement of the Common Areas and facilities and the making of any additions or improvements thereto shall be carried out only as provided in the Declaration, in the By-Laws and in the Wisconsin Unit Ownership Act.

7. Limited Common Areas.

- a) For use only by owner of unit, his or her guests, employees, agents, etc.
 - 1) The front stoop or balcony accessible from only one unit.
 - 2) The storage or furnace rooms adjacent to any unit, if such area is normally accessible from only one unit.
- b) For use by immediately adjoining Unit Owners, their guests, employees, agents, etc.
 - 1) Patio slab, or balcony, accessible from two adjacent units.
 - 2) Furnace rooms or storage areas accessible from two adjacent areas.
- c) For use by Particular Unit Owners, guests, employees, agents, etc.
 - 1) Maintenance area located in Building "D", only by owners of Units 31-36.
 - 2) Entrance and exit ways, corridors, lobby, and basement of Building "S", only by owners of units in Building "S".

The Association shall be responsible for repair, maintenance, and appearance of the patios, balconies, front stoops, storage areas, maintenance areas, and furnace rooms, the use and possession whereof is extended as set forth above, including (without limitation) responsibility for breakage, damage, malfunction and ordinary wear and tear. A Unit Owner shall not paint or otherwise decorate or adorn or change the appearance of any such Limited Common Area in any manner contrary to such rules and regulations as may be established by said Board. In addition, the use of all said Limited Common Areas is subject to such reasonable regulations as the Board may prescribe.

8. Percentage Interest in Common Areas. Each unit and its owner have such undivided percentage interest in the Common Areas and facilities as is more particularly set forth in Exhibit "D" attached hereto, which is a schedule of the percentage interests.

This percentage interest is appurtenant to the unit, and is not subject to partition as long as this Declaration is in effect.

Any deed, mortgage, lease or other instrument purporting to effect a conveyance of a unit without including also the Unit Owner's interest in the Common Areas shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

9. Restriction on Use. The buildings and each of the units are intended for single family residential use only as presently or hereafter defined and permitted by Town of Madison Zoning Ordinances and are restricted to that use.

Each Unit Owner shall, however, be entitled to the exclusive ownership and possession of his unit.

10. Agent for Service of Process. Service of process on two or more Unit Owners in any action relating to the Common Areas and facilities of more than one unit may be made on Gilbert L. Docken, 3 Lakewood Gardens Lane, Madison, Wisconsin, or his personal representative. The Board of Directors of the Association may, however, at any time designate a different person to receive service of process. The designation of a different person to receive service of process shall become effective upon being filed with the Register of Deeds for Dane County, Wisconsin.

11. Insurance. Insurance, other than title insurance, which shall be carried upon the Condominium property and the property of the Unit Owners shall be governed by the following provisions:

- a) Authority to Purchase. All insurance policies upon the Condominium property shall be purchased by the Association and the named insured shall be the Association, individually and as agent for the Unit Owners, naming them and their mortgagees as their interest may appear. Provisions shall be made for the issuance of mortgage certificates, endorsements and memoranda of insurance to the mortgagees of Unit Owners.
- b) Responsibility of Individual Unit Owners. It shall not be the responsibility or the duty of the

Association to obtain insurance coverage upon the personal liability, personal property or living expenses of any Unit Owner, but the Unit Owner is authorized to obtain such insurance at his own expense provided such insurance shall not be of such nature to affect policies purchased by the Association. In furtherance of this paragraph, Unit Owners shall furnish the Association with copies of all insurance policies obtained by them.

- c) Mortgagee Approval. So long as any institutional first mortgagee shall hold a mortgage upon a unit in the Condominium, such mortgagee shall have the right to approve the insurer on all insurance policies covering the Condominium property, which approval shall not be unreasonably withheld, but shall be withheld only upon good, sufficient and substantial reasons, and the Association shall submit to the mortgagee proof of the payment of the annual premiums on all such insurance policies purchased by the Association, if requested. This section shall be construed as a covenant for the benefit of and may be enforced by any institutional first mortgage.
- d) Coverage:
 - 1) All buildings and improvements upon the land and all personal property included in the common and limited common areas shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, or 100% of the full insurable value, whichever is greater, as determined by the Board of Directors of the Association. Such coverage shall afford protection against the following:
 - a) Loss or damage by fire or other hazards covered by standards extended coverage endorsement;
 - b) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.
 - 2) Public Liability: In such amounts and in such coverage as may be required by the Board of Directors of the Association and with cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner, and also with waiver of the insured's right of subrogation if reasonably available.
 - 3) Other Insurance: The Association may at its option, purchase and maintain in full at all times, such other insurance and in such amounts as the Board of Directors shall from time to time determine to be desirable.

- e) Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense.
- f) Association as Agent. The Association is irrevocably appointed agent for each owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the Condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims, provided however, that no claims relating to an individual unit upon which there is an institutional first mortgage shall be settled without the consent of the institutional mortgagee holding said mortgage and provided further that no claim affecting the Common and Limited Common Areas in excess of \$50,000.00 shall be made without the consent of all institutional mortgagees.
- g) Insurance Trustee and Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interest may appear, and shall provide that all proceeds in an amount of \$50,000.00 or more covering property losses shall be paid to an insurance trustee, which shall be an institution having offices in Dane County, Wisconsin, and possessing trust powers, as may be from time to time be approved by the Board of Directors of the Association, which trustee is herein referred to as "Insurance Trustee". All proceeds less than \$50,000.00 shall be handled by the Association. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.
- 1) Common and Limited Common Areas: Proceeds on account of damage to Common and Limited Common Areas - an undivided share for each Unit Owner of the Condominium, such share being the same as the share of the Common and Limited Common Areas previously set forth in Paragraph 8 herein.
 - 2) Units: Proceeds on account of damage to units shall be held in the following undivided shares:
 - a) When the building is to be restored for the owners of damaged units, in proportion to the cost of repairing the damages suffered by each Unit Owner, which cost shall be determined by the Board of Directors of the Association.
 - b) When the building is not to be restored for the owners of the units in such building, in undivided shares being the same as their respective shares in Common and Limited Common Areas as previously herein shown.

- 3) Mortgagees. In the event a mortgagee endorsement has been issued as to a unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interest may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damage to property shall be reconstructed or repaired except as provided in Paragraph 12 hereinafter.
- h) Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to and for the benefit of the beneficial owners in the following manner:
 - 1) Expenses of Trustee. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.
 - 2) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners. Remittances to Unit Owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.
 - 3) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere herein provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to the Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.
 - 4) Certificate. In making distribution to Unit Owners and their mortgagee, the Insurance Trustee may rely upon certificate of the Association made by its President and its Secretary, as to the names of the Unit Owners and their respective share of the distribution.

12. Reconstruction or Repair After Casualty.

- a) Determination to Reconstruct or Repair. If any part of the Condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:
 - 1) Common and Limited Common Areas. If the damaged improvement is a Common and Limited Common Area, the same shall be reconstructed or repaired unless the damages to the building containing such Common and Limited Common Area extend to the units in which case the provisions of 12 a):2) shall apply.
 - 2) Building.
 - a) Partial Destruction. If the damaged improvement is one of the buildings and less than 90% of the amount of the insurance applicable to such building is forthcoming by reason of such casualty, then the building shall be reconstructed and repaired unless 75% of all Unit Owners and all of the institutional mortgagees holding first mortgages

upon the units contained within such building shall within sixty (60) days after the casualty agree in writing that the same shall not be reconstructed or repaired.

- b) Total Destruction. If the damaged improvement is one of the buildings and 90% or more of the amount of the casualty insurance applicable to such building is forthcoming by reason of such casualty, the building shall be reconstructed or repaired unless within sixty (60) days after casualty 75% of the owners of all units and all institutional mortgagees holding first mortgages upon the units contained within said buildings shall, within sixty (60) days after the casualty, agree in writing that the same shall not be reconstructed or repaired.
- 3) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the Unit Owners have made a decision whether or not to reconstruct or repair.
- b) Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building, or if not, in accordance with the plans and specifications approved by the Board of Directors of the Association, and if the damaged property is a building of housing units, then by the owners of all the damaged units therein, which approval shall not be unreasonably withheld. The approval of the plans and specifications of institutional first mortgagees holding mortgages on the units involved must also be obtained prior to reconstruction.
- c) Responsibility. If the damage is only to those parts of units for which the responsibility of maintenance and repair is that of the Unit Owners, then the Unit Owners shall be responsible for reconstruction and repair after casualty. In all other cases the responsibility of reconstruction and repair after casualty shall be that of the Association.
- d) Estimates of Cost. When the Association shall have the responsibility of reconstruction or repair, prior to commencement of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.
- e) Assessments for Reconstruction and Repair. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, assessments shall be made against the Unit Owners who own the damaged units, and against all Unit Owners in a damaged building in the case of damage to Common and Limited Common Areas in a building, and against all Unit Owners in the case of damage to Common and Limited Common Areas not within a residential building, in amounts sufficient to provide funds for the payment of such costs. Such assessments against Unit Owners for damage to the unit shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to Common & Limited Common Areas shall be in proportion to the owner's share in the Common & Limited Common Areas.

13. Easements for Decoration. Each Unit Owner has an easement over and into the surfaces of the Common Area abutting his unit for the purpose of maintenance and decoration provided that this easement shall not be construed so as to allow the owner to impair the structural integrity of any portion of the property or to change the boundaries of the unit or to interfere with the rights of any other Unit Owner in the Common Area.

14. Easements for Utilities. The Unit Owners, the Association, and the Declarant, each have easements for utility purposes over, under, along and on any part of the Common Area and facilities.

15. Easements and Assessments for Private Roadways. The Unit Owners, the Association and the Declarant shall each have easements for ingress, egress and parking upon the private roadways presently existing. The costs of maintenance of said roads shall be assessed and taxed to each Unit Owner as part of the Condominium Association fee.

16. Easements Run with the Land. All easements and rights set forth in this Declaration run with the land and are subject to the reasonable control of the Association. No Unit Owner shall do any work which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or hereditament without first obtaining, in every such case, the consent of seventy-five percent (75%) in interest of all the Unit Owners.

17. The Association of Unit Owners, Its Powers and Responsibilities. All Unit Owners are members of an association of Unit Owners known as Lakewood Gardens Association, Inc., which is incorporated as a non-stock, non-profit corporation under the laws of the State of Wisconsin. The operation of the condominiums shall

be vested in the Association. No Unit Owner, except an officer of the Association, or member of its Board of Directors shall have any authority to act for the Association. The powers and duties of the Association shall include those set forth in the By-Laws, the Unit Ownership Act, and this Declaration. However, the provisions of this paragraph are subject to the provisions of paragraph 28 pertaining to the Declarant's initial rights to exercise the rights, powers, duties and functions of the Board of Directors and Association until such time as one hundred percent (100%) of the units are sold, or until such time as the Declarant relinquishes such powers, rights, duties and functions after the sale of fifty percent (50%) of the units, all as provided by said paragraph 28.

18. Votes of Unit Owners. Each Unit Owner shall have one vote in the affairs of the Association. If the unit is owned by more than one person, the vote attributable to that unit shall not be counted if the owners are not unanimous. There shall be no fractional vote. However, until such time as all units are sold, including other or additional phases of development, the Declarant shall control the Association unless it has relinquished said control at its option after the sale of fifty percent (50%) or more of the units.

19. Maintenance. The Association shall enter into a management agreement providing for the conduct of all work of maintenance, repair and replacement of Common Areas and facilities, the sanitary sewers and storm sewers within the Property, and the making of any additions or improvements thereto. This management agreement is subject to negotiation by the Association and Declarant, but until said right of management and maintenance is released by the Declarant, it shall have the exclusive right of maintenance of the Common Areas. Any management agreement entered into by or on behalf of the Association may be terminated at any time by the Board of Directors of the Association.

20. Access to Units. The Association and Declarant shall have access during reasonable hours for the maintenance, repair or replacement of any Common Area or facility accessible from such area or for the purpose of making emergency repairs necessary to prevent damage to the Common Area or facility. Such right shall be exercised by the Board of Directors.

21. Common Expenses. The Common Expenses shall be charged to the Unit Owners according to the percentage of undivided interest of each in the Common Area of such facilities as shown on Exhibit "D". The Association may levy assessments from time to time for the purpose of maintaining a fund from which Common Expenses may be paid, and such assessment shall be levied in the same percentage that Common Expenses are to be charged. Assessments shall be paid monthly in advance, or in such other convenient installments as the Association may determine from time to time. Special assessments shall be paid at such time or times in a lump sum, or in such installments as the Association may determine. In the event a Unit Owner fails to pay any such assessment within thirty (30) days of the due date, the same shall constitute a lien on the interest of such Unit Owner as provided under the Wisconsin Unit Ownership Act.

In the event that common profits, as defined in the Wisconsin Unit Ownership Act, should be accumulated, said common profits may be distributed among the Unit Owners according to the percentage of the undivided interest in the Common Areas and facilities as provided for in this Declaration.

22. Amendment. This Declaration may be amended by an affirmative vote of not less than sixty-six and two-thirds percent ($66 \frac{2}{3}\%$) of all votes entitled to be cast by Unit Owners at a meeting called for that purpose, provided, however, that so long as the Declarant is the owner of any unit, which has not initially

been sold, no amendment shall be effective without the consent of the Declarant. Copies of any amendments adopted as provided in this paragraph shall be certified by the President and Secretary of the Association in a form suitable for recording and shall be recorded by the Register of Deeds for Dane County, Wisconsin.

23. Revocation. This Declaration may be revoked and the property removed under the provisions of Chapter 703 of the Wisconsin Statutes by an instrument executed by all of the Unit Owners and duly recorded, provided that the holders of all liens affecting any of the units consent thereto.

24. No Exemption By Waiver. No Unit Owner may exempt himself from liability from his contribution towards the Common Expenses by waiver of the use or enjoyment of the Common Area and facilities or by abandonment of his unit.

25. Conveyance and Disposition. The legal description of each unit for all conveyancing purposes shall consist of the identifying number of such unit as shown on Exhibits "A", "B", "C", "C1", and "D". Every deed, lease, mortgage or other instrument may legally describe a unit by its identifying number as shown on the plat, and every such description shall be deemed good and sufficient for all purposes, as provided by the Act. Each unit shall consist of the space enclosed and bounded as described in paragraph 5 above.

Each Unit Owner shall have the right to mortgage or encumber his respective unit, together with his respective ownership interest in the Common Area. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever, the property or any part thereof, except his own unit and his own respective ownership interest in the Common Area as aforesaid.

Nothing in this paragraph shall apply to or be interpreted as a restriction on the Unit Owner's right to lease his or her individual unit.

26. Parking. No parking units are part of the condominium units, but are part of the Common Area and shall be used and maintained as such.

27. Separate Real Estate Taxes. It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for his unit and his corresponding percentage of ownership in the Common Area, as provided in the Act. In the event that for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Area.

28. Utilities. Each Unit Owner shall pay for his own telephone, electricity, and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expense.

29. Declarant's Initial Rights. Until such time as the Board of Directors of the Association of Unit Owners provided for in this Declaration is formed, and until such time thereafter as Declarant shall have consummated the sale of units aggregating one hundred percent (100%) of all Unit Ownership, Declarant, or its successors or assigns, shall exercise the powers, rights, duties and functions at any time after consummating the sale of units aggregating fifty percent (50%) of all Unit Ownership, and must relinquish such powers, rights and functions eighteen (18) months after the filing of this Declaration.

30. Impairment of Structural Integrity of Building.
Nothing shall be done in any unit or in, on or to the Common Area

which will impair the structural integrity of the building or which would structurally change the building except as is otherwise provided herein.

31. House Rules. The Board may from time to time promulgate such reasonable house rules as are deemed necessary and desirable to carry out the purposes and intents of this Declaration, to promote the harmonious usage of the Common Area, and to cause each Unit Owner to be free from any unreasonable interference with the peaceful use of his unit and its appurtenances.

32. Compliance with Covenants, By-Laws and Administrative Provisions; Personal Application.

a) Each Unit Owner shall comply strictly with the covenants, conditions, and restrictions set forth in this Declaration or in the deed to his unit, and with the By-Laws and with the Administrative Rules adopted pursuant thereto, as either of the same are amended from time to time. Failure to comply with any of the same shall be ground for action to recover sums due, for damages or injunctive relief or both maintainable by the Board of Directors on behalf of the Association or, in a proper case, by an aggrieved Unit Owner.

b) Furthermore, all Unit Owners and employees of owners, or any other persons that in any manner use the Property or any part thereof shall be subject to the Wisconsin Unit Ownership Act and to this Declaration, the Articles and the By-Laws adopted thereto.

c) All agreements, decisions and determinations lawfully made by the Association in accordance with the voting percentages in the Wisconsin Unit Ownership Act, this Declaration, the Articles or the By-Laws, shall be deemed to be binding on all Unit Owners.

33. Severability and Interpretation. The validity of covenant, restriction, condition, limitation, or any other provision

of this Declaration or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

The intent of this Declaration is to comply with Wisconsin Statutes 703.01 to and including 703.28 and the provisions hereof shall be interpreted in the light of this expressed indication of intent.

IN WITNESS WHEREOF, Declarant has caused this document to be signed this 15th day of Sept., 1977.


Gilbert L. Docken

STATE OF WISCONSIN)
COUNTY OF DANE) SS:

I HEREBY CERTIFY that on this 15th day of Sept., 1977, personally appeared before me, the undersigned notary, Gilbert L. Docken, to me well known and known to be the subscriber described in and who executed the foregoing Declaration of Condominium, and who acknowledged before me that he executed the same free and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Madison, Wisconsin,
said County and State, this 15th day of Sept., 1977.

John J. Harman
Notary Public, State of Wisconsin
My Commission Expires Sept. 14, 1980

This document drafted by

Frederic E. Mohs
20 North Carroll Street
Madison, Wisconsin 53703

EXHIBIT "A"

Part of Government Lot Two (2) of Section 12, Township 7 North, Range 9 East, in the Town of Madison and part of the Southwest 1/4 of Section 6, Township 7 North, Range 10 East, in the City of Madison, more particularly described as follows: Beginning at the East quarter corner of said Section 12; thence South $89^{\circ}20'31''$ West along the East-West quarter line, 906.79 feet; thence North $25^{\circ}56'0''$ East 51.40 feet; thence North $63^{\circ}53'19''$ West 12.67 feet; thence North $27^{\circ}41'11''$ East 33.92 feet; thence North $63^{\circ}52'39''$ West 117.86 feet to Southeast right of way line of Sherman Avenue; thence North $25^{\circ}56'01''$ East along said Southeast line, 407.62 feet; thence South $63^{\circ}53'59''$ East 239.87 feet; thence North $26^{\circ}00'01''$ East 198.87 feet; thence South $73^{\circ}08'49''$ East 497.35 feet to West right of way line of Fordem Avenue; thence South $00^{\circ}34'06''$ West along said West line, 46.60 feet to a point of curve; thence Southeasterly on said West line of a curve to the left which has a radius of 1053.90 feet and a chord which bears South $09^{\circ}44'42''$ East 377.36 feet; thence South $89^{\circ}20'31''$ West 34.57 feet to the point of beginning, Dane County, Wisconsin.

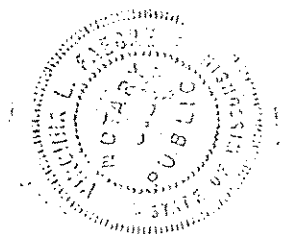
ENCLOSURE - 6

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Dated this 15th day of September, 1977

Ronald J. Hayes P.E.
Ronald J. Hayes

Virginia L. Jorgensen
Notary Public, State of Wisconsin
My Commission 1-18-81



Frederic E. Mohs
20 North Carroll Street
Madison, Wisconsin 53703