

November 1, 1972
DECLARATION OF CONDOMINIUM
*(Recorded November 17, 1972, in Vol. 392, Records, Page 1,
as document 134892, Dane County Register of Deeds)*
OF

THE LANDING CONDOMINIUM
(As amended April 7, 1980 and April 29, 1985)

This Declaration is made under the Wisconsin Uniform Ownership Act, Chapter 703, Wisconsin Statutes, by The Landing, a limited partnership, hereafter 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 the Wisconsin Unit Ownership Act. John L. Borman, the general partner of the Declarant, is duly authorized to execute this Declaration on its behalf.

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

3. Description of Buildings and Units. The buildings and improvements which are located on the land contain sixty-four (64) units. A survey plan of the land showing the location of each building is attached to this Declaration as Exhibit "B." A set of floor plans of each building (named in said floor plan) showing the lay-out, location, unit number and dimensions of each unit, and bearing a verified statement certifying that such set is an accurate copy of portions of plans of each building as filed with and approved by the City of Madison, is attached as Exhibit "C." There are three buildings. Each building has two stories and a basement and is constructed principally of frame and brick.

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 interior walls.
- (d) The foregoing boundaries extended to intersection constitute the unit and in each instance common areas. It is intended that the surface of the area (be it tiled, papered, paneled, painted, or carpeted) is included as a part of the defined unit. *(Paragraph 5(d) amended April 29, 1985, and recorded August 8, 1985 in volume 7117, Records, pages 68-71 as document 1893352, Dane County Register of Deeds.)*

There is included as a part of each unit a basement parking stall, the boundaries of which are more particularly set out on Exhibit "C" attached.

6. Common Areas. The immediate Common Area to which each unit has access is shown on the floor plans and survey attached to this Declaration as Exhibits "B" and "C."

Without intending to limit the term, "Common Area" expressly includes:

- (a) The land on which the building is located;
- (b) The foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, and entrances and exits of the building;
- (c) The basements, yards, gardens, those parking areas which are not included as a part of each unit, play areas, laundry areas, swimming pool, parks, and recreational facilities;
- (d) Installation of central services such as power, light, gas, hot and cold water, heating, and air conditioning;

- (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 for 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) The limited common areas hereafter described as subject to the usage limitations particularly set out therein.

No unit owner shall own 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 shall be located in the floors, ceilings, or perimeter or interior walls of the Unit.

7. Limited Common Areas. The patio or balcony adjacent to each unit and the storage locker assigned to each unit by the Association Board are Limited Common Areas reserved for the use of that unit to the exclusion of other units.

Each Unit Owner shall be entitled to the exclusive use and possession of that balcony and patio or, if any, direct access to which is provided from his respective Unit and which is or are located outside of and adjoining his respective Unit. Unless and until such time as the Board as hereinafter provided determines to the contrary, each Unit Owner shall be responsible for repair, maintenance and appearance of the patios and balconies, the exclusive use and possession whereof is extended hereby, at his own expense, including (without limitation) the 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 balcony or patio, in any manner contrary to such rules and regulations as may be established by the said Board.

Assigned storage lockers may be used only for the purpose of storage of personal effects and household goods. The use of said lockers 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 on Exhibit "D" attached, which is a schedule of the percentage interests, areas, type of unit and parking stall number. This percentage interest is appurtenant to the unit, and is not subject to partition as long as this Declaration is in effect.

The Association of Unit Owners shall not change the pro rata interests or obligations of any condominium unit for (i) the purpose of levying assessments or charges or allocating distributions of insurance proceeds or condemnation awards and for (ii) determining the pro rata share ownership of each unit in the common areas without written consent of at least 75% of the first mortgagees.

Any such deed, mortgage, lease, or other instrument purporting to affect 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.

Parking stalls initially designated by a unit designation are part of the respective individual units.

Those underground parking stalls designated as "reserved" on the attached Exhibit "D" shall remain the property of Declarant until such time as all units are sold or thirty months after the Declaration is recorded, whichever is earlier. During that time, Declarant may convey such parking stalls to any unit purchaser by appropriate deed of conveyance. Thereafter, any such stall shall be a part of the unit to which it has been conveyed. The conveyance of any such stall shall not change or vary the schedule of percentage interests in common areas. In the event that any reserved stalls have not been so conveyed by Declarant within such time, Declarant shall convey such underground stalls to the Association without charge to the Association. The Association may require unit owners to park their vehicles in the stalls which are a part of the respective unit as a condition of further use of above ground parking.

Any above ground parking area shall be part of the Common Area and not part of any individual unit. The Board may prescribe such rules and regulation with respect to above parking areas as the Board may deem fit, including a limitation on the number of cars a unit owner may park therein.

The Board may rent boat slips and rent them to unit owners on such terms and priorities as the Board determines proper.

9. Restriction on Use. The buildings and each of the units are intended for adult use only and are restricted to ownership and residence of adults 18 years of age or older. All units sold rafter April 7, 1980, must comply with this restriction.

The buildings and each of the units are intended for owner occupancy and are restricted to that use. If for sufficient reason it is necessary for an owner to lease his unit, such lease shall be in writing, for a term not to exceed one year, and shall require approval of the Board. *(Paragraph 9 amended April 7, 1980, and recorded May 15, 1980, in volume 5912, Records, pages 36-38 as document 1665431, Dane County Register of Deeds.)*

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 John L. Borman, 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. Damage or Destruction; Insurance. In the event of damage or destruction of all or part of the property, the damage shall be repaired or the property destroyed shall be rebuilt, unless all unit owners shall be unanimous vote consent to the contrary. Such vote shall be taken by the Association at a meeting called for that purpose within ninety (90) days of the date of damage or destruction. In the event of reconstruction, the original design, plans and specifications shall be observed as nearly as practicable, unless the Association authorizes a variance; provided, however, that regardless of any authorized variance the number of square feet of any unit may not vary by more than five percent (5%) from the number of square feet of such unit as originally constructed, the number of units shall remain the same, and the location of the buildings shall be substantially the same. The Association shall maintain fire and broad form extended loss insurance coverage on the property (including the units, common elements or areas, limited common elements or areas and related property designated by the Association) for not less than its full replacement value, which coverage shall be adjusted as the replacement value of the property varies. The insurance coverage shall be written on the property in the name of the Association as trustee for each of the unit owners in the percentages established in this Declaration. The premiums shall be common expenses. In the event of damage or destruction of property or any portion thereof and if repair or reconstruction is required in accordance with the provisions of this paragraph, the proceeds of insurance shall be applied to the cost of such repair or reconstruction. If there is no repair or reconstruction of the damaged property because of an unanimous vote as provided for in this paragraph, the insurance proceeds shall be divided between the Association and the owners of the units that are damaged but not repaired or reconstructed in proportion to their respective percentage interests in the common areas. The insurance proceeds shall be paid jointly to the owners of those units and their mortgagees. *(Paragraph 11 amended April 29, 1985, and recorded August 8, 1985 in volume 7117, Records, pages 68-71 as document 1893352, Dane County Register of Deeds.)*

12. Insurance. Each unit owner shall be responsible for insurance on his or her own property not covered by insurance under Paragraph 11 above and also for insurance for glass breakage not covered by insurance under Paragraph 11 above, and any other coverage he or she may desire. The Association shall maintain liability insurance in reasonable amounts in the name of the Association as trustee for each of the unit owners. The insurer shall furnish the unit owners, upon request, certificates of such liability insurance, and the premiums shall be common expenses. *(Paragraph 12 amended April 29, 1985, and recorded August 8, 1985 in volume 7117, Records, pages 68-71 as document 1893352, Dane County Register of Deeds.)*

13. Easements for Decoration. Each Unit Owner shall have an easement for decoration over and into the surfaces of the Common Area abutting his unit only to the extent described and permitted by house rules as promulgated by the condominium Association from time to time.

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 Areas and facilities. Where air conditioning equipment is located within one unit serving an adjacent unit, the owner of the adjacent unit shall have reasonable access thereto for maintenance and repair.

15. 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 unanimous consent of all of the other Unit Owners.

16. Association of Unit Owners. All Unit Owners are members of an Association of Unit Owners known as LANDING CONDOMINIUM, INC., which is incorporated as a non-stock, non-profit corporation under the laws of the State of Wisconsin. Each Unit Owner and each occupant of any unit shall abide by and be subject to the rules, regulations, duties, and obligations of this Declaration and the By-Laws and regulations of the Association.

17. Votes of Unit Owners. Each Unit Owner other than Declarant 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.

Declarant shall have one vote for each unit owned by it, multiplied by the whole number specified above.

18. Maintenance. The Association shall conduct all work of maintenance, repair and replacement of Common Areas and facilities and the making of any additions or improvements thereto.

19. Access to Units. The Association shall have the right, to be exercised by the Board of Directors, to have access to each unit during reasonable hours for the maintenance, repair, or replacement of any Common Areas and facilities accessible from such areas or for making emergency repairs necessary to prevent damage to the Common Areas or facilities or to another unit.

The Association shall have pass key privileges to enforce this access right.

20. Common Expenses. The common expenses shall be charged to the Unit Owners according to the percentage of undivided interest of each in the Common Areas 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. In the event a Unit Owner fails to pay such assessment after thirty (30) days notice thereof, the same shall constitute a lien on the interest of such Unit Owner as provided under the Wisconsin Uniform Ownership Act.

21. Amendment. This Declaration may be amended by an affirmative vote of not less than two-third (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.

22. 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.

23. 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 Areas and facilities or by abandonment of his unit.

24. Conveyance. In the event of a conveyance of a unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee. The grantee shall be entitled to a statement from the Board of Directors setting forth the amount of unpaid assessments against the grantor and the grantee shall not be liable for nor shall the unit conveyed by subject to a lien for any unpaid assessment against the grantor in excess of the amount set forth in such statement.

The legal description of each unit for all conveyancing purposes shall consist of the identifying number or symbol of such unit as shown in Exhibit "A" or any amendments thereto. Every deed, lease or mortgage or other instrument may legally describe a unit by its identifying number or symbol as shown on the plat, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Each unit shall consist of the space enclosed and bounded as described in paragraph (5) above, including the underground parking stall or stalls included therewith. The parking stall or stalls assigned to a unit may be exchanged for the parking stall or stalls of another unit by the contemporaneous exchange and recording or quit claim deeds describing the parking stalls to be exchanged, which when recorded shall constitute an amendment to Exhibit "A" of the Declaration of Condominium. Except as provided in this paragraph or as provided by the Unit Ownership Act, no Unit Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his unit to be separated into any tracts or parcels different from the whole unit as shown on the plat.

Each Unit Owner shall have the right to mortgage or encumber his own respective unit, together with his respective ownership interest in the Common Elements. 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 Elements as aforesaid.

25. 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 Elements, 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 Elements.

26. 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.

27. Negligence of Owner. If, due to the negligent act or omission of a Unit Owner, or of a member of his family or household pet, or of a guest or other authorized occupant or visitor of such unit Owner, damage shall be caused to the Common Elements or to a unit or units owned by others, or maintenance, repairs or replacement shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board, subject to the rules, regulations and By-Laws of the Board.

28. Declarant's Initial Rights. Until such time as the Board of Directors 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 Ownerships, Declarant, or its successors or assigns, shall exercise the powers, rights, duties, and functions of the Board of Directors and Association; provided, however, that Declarant may relinquish such said powers, rights, duties and functions at any time after consummating the sale of units aggregating fifty-one percent (51%) of all Unit Ownerships, and must relinquish such powers, rights and functions thirty (30) months after the filing of this Declaration.

29. Miscellaneous Provisions.

(a) **Impairment of Structural Integrity of Building.** Nothing shall be done in any unit or in, on or to the Common Elements which will impair the structural integrity of the building or which would structurally change the building except as is otherwise provided herein. No Unit Owner shall overload the electric wiring in the building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others.

(b) **Display of Model Units by Declarant.** During the period of construction of the building on the Property by the Declarant, the Declarant and its contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress and egress to said building and Property as may be required in connection with said construction. During the period in which sales of units by the beneficiaries of the Declarant are in process, but in no event for any period extending beyond thirty (30) months from the registration or filing of this Declaration, the Declarant's beneficiaries may occupy or grant permission to any person or entity to occupy, with or without rental, as determined by the Declarant or said beneficiaries, one or more units for business or

promotional purposes, including clerical activities, sales offices, model units for display and the like; provided that the activities in the units so occupied do not interfere with the quiet enjoyment of any other owner or occupant.

30. 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 areas, and to cause each unit owner to be free from any unreasonable interference with the peaceable use of his unit and its appurtenances.

31. Severability and Interpretation. The invalidity of any 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 interest.

March, 1997.

EXHIBIT A

LAND DESCRIPTION

Lot 3 Certified Survey recorded in Volume 4 of Certified Survey Maps, page 225, Document #1344847 in the City of Madison, Dane County, Wisconsin, subject to and together with the easements recorded in the Easement Agreement recorded as Document #1344851 and subject to and together with easements shown in the Certified Survey Map recorded as Document #1344847.

Vol. 392 p. 15

VOL. 332 P. 16

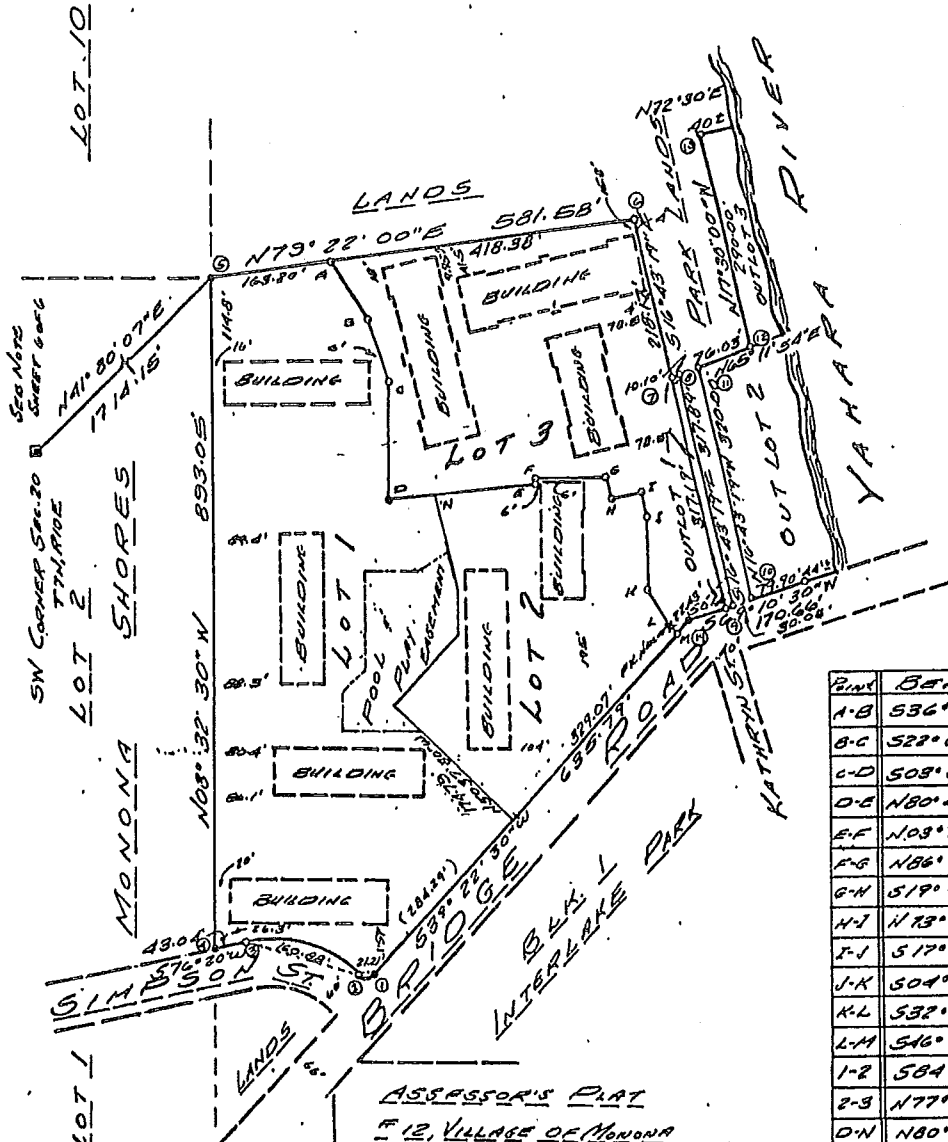
EXHIBIT B

SURVEY PLAN OF LAND

A survey plan of the land is more particularly set out in the Certified Survey Map recorded as Document #1344847. A full and complete copy of such Certified Survey Map is made a part of this exhibit.

CERTIFIED SURVEY MAP

CURVE DATA					
CURVE	RADIUS	CHORD	BEARING	CENT. ANG.	TANGENT BRNG.
1-2	15.00'	21.21'	S84°22'30"W	90°00'00"	Z = N60°27'30"W
2-3	180.14'	160.88'	N77°08'45"W	53°02'30"	



POINT	BEARING	DISTANCE
A-B	S36°02'20"E	90.42'
B-C	S22°01'26"E	85.82'
C-D	S08°06'20"E	155.13'
D-E	N80°43'50"E	200.30'
E-F	N03°18'54"W	7.00'
F-G	N86°41'06"E	95.50'
G-H	S19°16'20"E	28.02'
H-I	N73°27'50"E	41.29'
I-J	S17°02'10"E	33.31'
J-K	S04°44'54"E	34.43'
K-L	S32°55'30"E	59.24'
L-M	S46°01'54"E	26.16'
1-2	S84°22'30"W	21.21'
2-3	N77°08'45"W	160.88'
D-N	N80°43'50"E	65.71'

INTERIOR ANGLES			
1	135°00'00"	3	94°06'11"
2	161°31'15"	10	85°54'09"
3	202°31'15"	11	98°04'27"
4	79°52'30"	12	262°41'54"
5	97°05'30"	13	90°00'00"
6	96°05'19"	14	209°48'00"
7	278°04'27"		
8	81°55'33"		

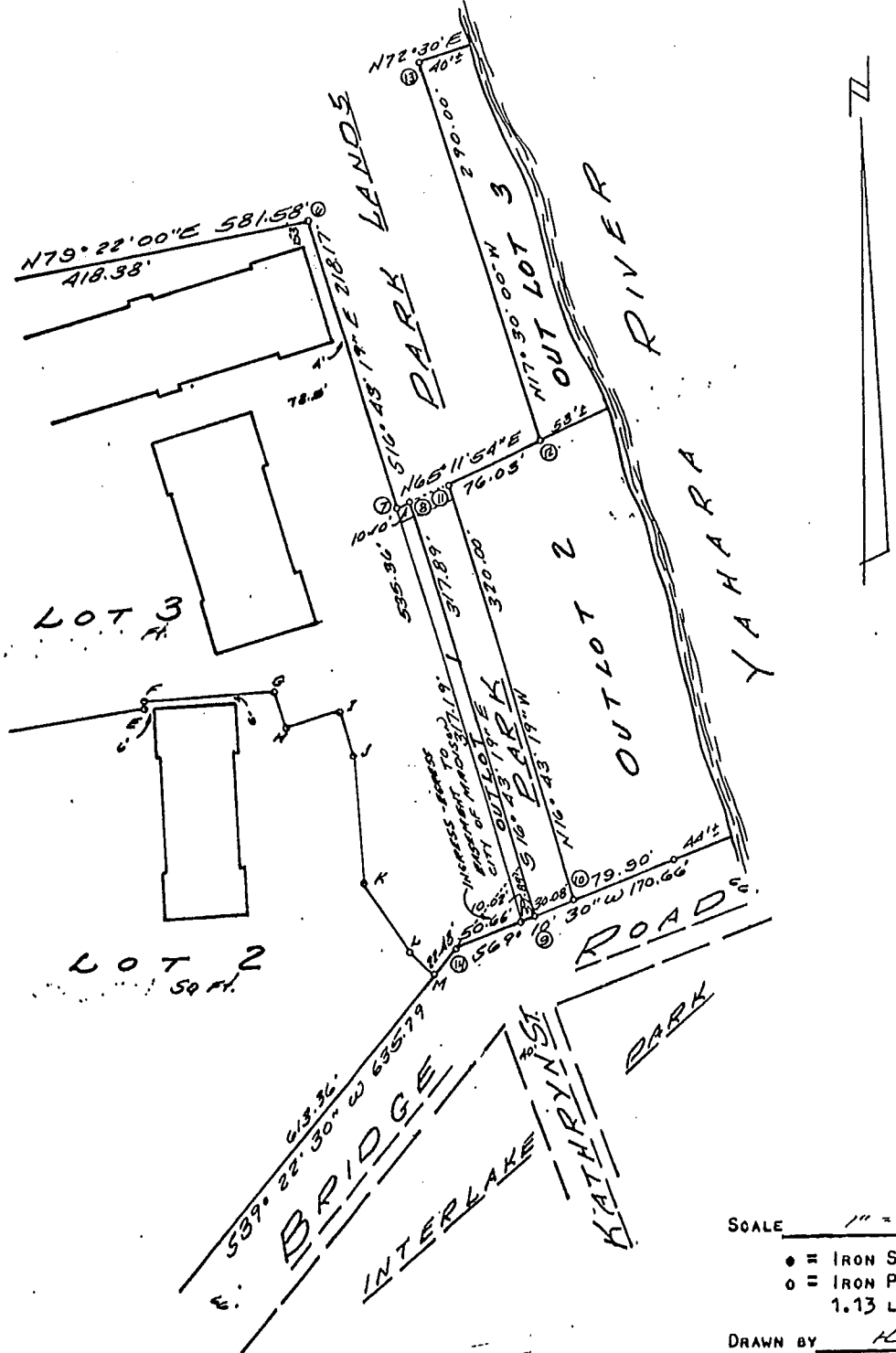
DOCUMENT NO. 13448
 CERTIFIED SURVEY NO. 971

SCALE 1" = 200'
 ○ = IRON STAKE FOUND
 ○ = IRON PIPE PLACED
 1.13 LBS/FT.
 DRAWN BY K
 DATE 9-7-72
 FILE FOLDER NO. _____
 CONTRACT NO. 106208
 OFFICE MAP NO. 4-5687
 SHEET 1 OF 6

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CERTIFIED SURVEY MAP

DETAIL OF OUTLOTS 1 AND 2



SCALE 1" = 100'

● = IRON STAKE FOUND
 ○ = IRON PIPE PLACED
 1.13 LBS/FT.

DRAWN BY KL

DATE 9-7-72

FILE FOLDER No. _____

CONTRACT No. 106208

OFFICE MAP No. A-5687

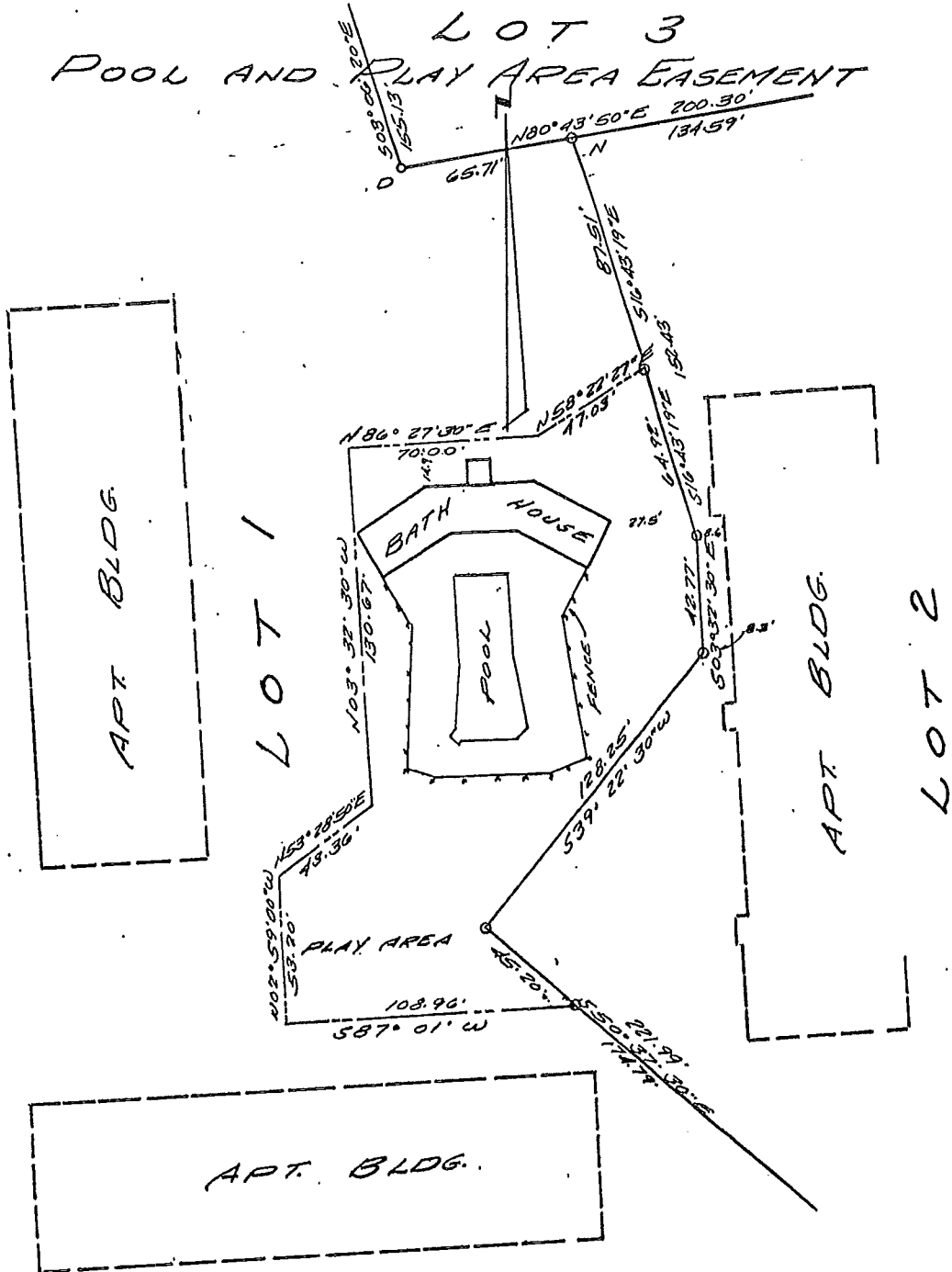
SHEET 2 OF 6

DOCUMENT NO. 1344847
 TIFIED SURVEY NO. 971

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CERTIFIED SURVEY MAP

LOT 3
POOL AND PLAY AREA EASEMENT

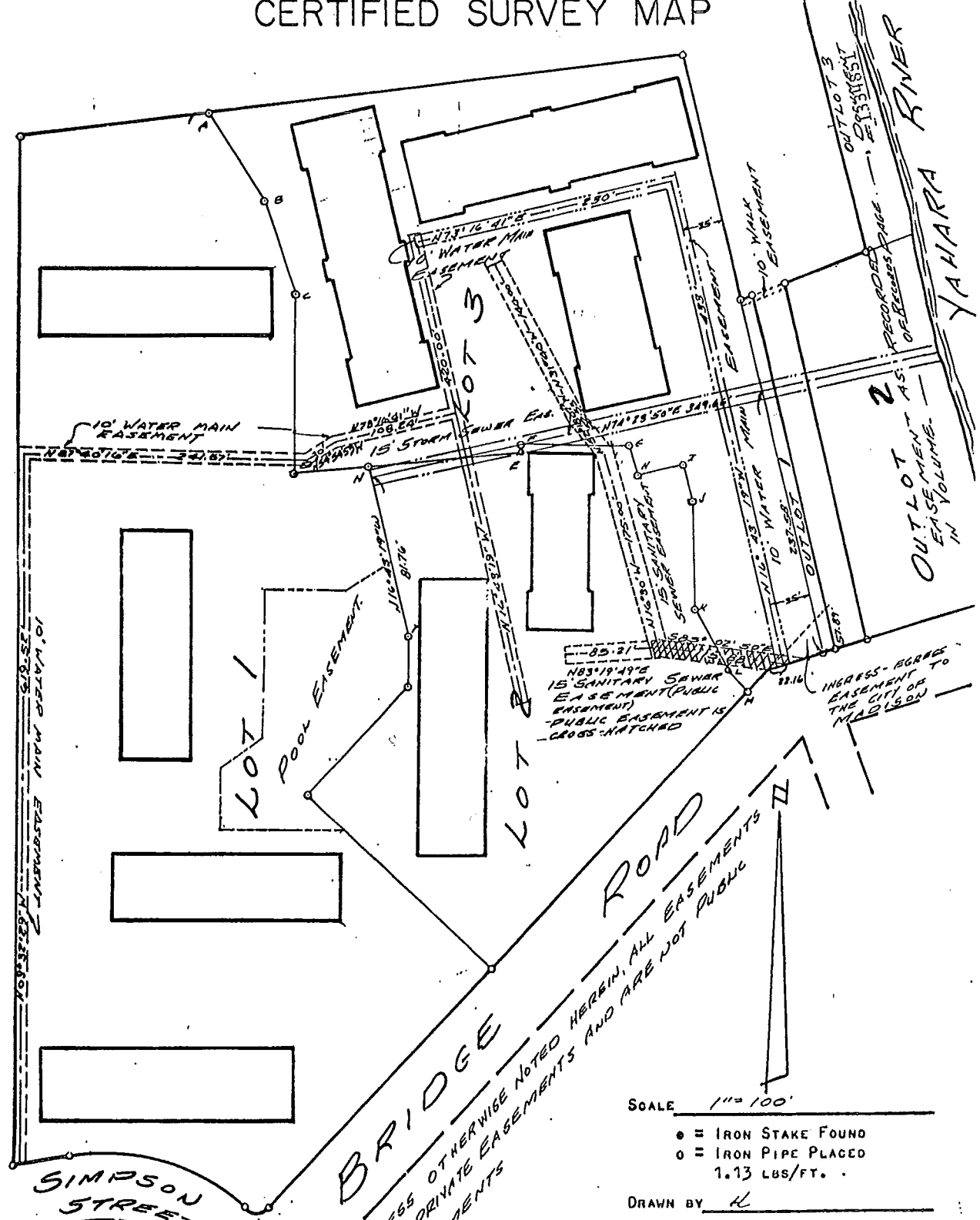


SCALE 1" = 50'
 ● = IRON STAKE FOUND
 ○ = IRON PIPE PLACED
 1.13 LBS/FT.
 DRAWN BY HL
 DATE 9-7-72
 FILE FOLDER No. _____
 CONTRACT No. 106808
 OFFICE MAP No. A-5687
 SHEET 3 OF 6

DOCUMENT NO. 1344847
 CERTIFIED SURVEY NO. 971

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CERTIFIED SURVEY MAP



SIMPSON STREET

BRIDGE ROAD

OUTLOT 2
EASEMENT AS
RECORDED AS
OFFERED PAGE 13
IN VOLUME
YAHARA RIVER

DOCUMENT NO. 1344847
CERTIFIED SURVEY NO. 971

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SCALE 1" = 100'

- = IRON STAKE FOUND
- = IRON PIPE PLACED

1.13 LBS/FT.

DRAWN BY K

DATE 9-7-72

FILE FOLDER NO. _____

CONTRACT NO. 106808

OFFICE MAP NO. 4-5687

SHEET A OF 6

CERTIFIED SURVEY MAP

SURVEYOR'S CERTIFICATE

I, ANTHONY THOUSAND, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH SECTION 236.34, WISCONSIN STATUTES, AND ACCORDING TO THE INSTRUCTIONS AND DESCRIPTIONS FURNISHED TO ME BY THE OWNER, I HAVE MADE A SURVEY AS HEREON DRAWN AND THAT SUCH MAP CORRECTLY REPRESENTS THAT SURVEY AND IS LOCATED IN THE SW 1/4 OF SECTION 20, T7N, R10E, CITY OF MADISON, DANE COUNTY, WISCONSIN, TO-WIT:

COMMENCING AT THE SW CORNER OF SAID SECTION 20; THENCE N41°30'07"E, 1714.15 FEET TO THE POINT OF BEGINNING; THENCE N79°22'00"E, 581.58 FEET; THENCE S16°43'19"E, 218.17 FEET; THENCE N65°11'54"E, 10.10 FEET; THENCE S16°43'19"E, 317.89 FEET; THENCE N69°10'30"E, 30.08 FEET; THENCE N16°43'19"W, 320.00 FEET; THENCE N65°11'54"E, 76.03 FEET; THENCE N17°30'00"W, 290.00 FEET; THENCE N72°30'00"E, 40 FEET MORE OR LESS TO THE SHORELINE OF THE YAHARA RIVER; THENCE SOUTHEASTERLY ALONG THE SHORELINE OF SAID YAHARA RIVER TO A POINT WHICH IS N69°10'30"E, 44 FEET MORE OR LESS FROM AN IRON STAKE; THENCE S69°10'30"W, 44 FEET MORE OR LESS TO SAID IRON STAKE; THENCE CONTINUING S69°10'30"W, 174.56 FEET; THENCE S39°22'30"W, 635.79 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 15.00 FEET AND A CHORD WHICH BEARS S84°22'30"W, 21.21 FEET TO A POINT OF AVERSE CURVE; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WHICH HAS A RADIUS OF 180.14 FEET AND A CHORD WHICH BEARS N77°08'45"W, 160.88 FEET TO A POINT OF TANGENCY; THENCE S76°20'00"W, 43.04 FEET; THENCE N03°32'30"W, 893.05 FEET TO THE POINT OF BEGINNING. SUBJECT TO AN EASEMENT AS RECORDED IN VOL. _____ OF _____, PAGE _____, DOCUMENT NO. 1334851, DANE COUNTY REGISTER OF DEEDS.

DATED THIS 26 DAY OF Sept, 1972.

Anthony Thousand
 ANTHONY THOUSAND
 REGISTERED LAND SURVEYOR No.S-363

THIS INSTRUMENT WAS DRAFTED BY HOWARD F. LIGHT.

APPROVED BY THE SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF MADISON, DANE COUNTY, WISCONSIN, THIS 24 DAY OF OCTOBER, 1972.

Charles Dinauer
 CHARLES DINAUER, SECRETARY

RECEIVED FOR RECORDING THIS 25 DAY OF October, 1972, AT 9:30 O'CLOCK A.M., AND RECORDED IN VOLUME 4 OF CERTIFIED SURVEYS, PAGE 225 OF 230

Harold K. Hill
 HAROLD K. HILL, REGISTER OF DEEDS
 DANE COUNTY, WISCONSIN

By: *Manuel Jordan*
 Manuel Jordan, Deputy

OWNER'S & CORPORATE MORTGAGEE'S CERTIFICATE

AS OWNERS AND CORPORATE MORTGAGEES, WE HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS CERTIFIED SURVEY.

WITNESS THE HAND AND SEAL OF SAID OWNER THIS 24th DAY OF October, 1972. IN THE PRESENCE OF:

John L. Borman
 John L. Borman

ANCHOR SAVINGS & LOAN ASSOCIATION

Partner Riverwood Apt. SCALE and Riverwood Two.

By: *Harold E. Scales*
 HAROLD E. SCALES, PRESIDENT

attest *V. P. Free*
 V. P. FREE, Vice President

• = IRON STAKE FOUND
 ○ = IRON PIPE PLACED
 1.13 LBS/FT.

DRAWN BY H

DATE 9-7-72

FILE FOLDER No. _____

CONTRACT No. 106208

OFFICE MAP No. 4-5687

SHEET 5 OF 6

DOCUMENT NO. 1344847
 CERTIFIED SURVEY NO. 971

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CERTIFIED SURVEY MAP

STATE OF WISCONSIN)
COUNTY OF DANE) S.S.

PERSONALLY CAME BEFORE ME THIS 20th DAY OF October,
1972, John L. Borman, Partner, THE ABOVE NAMED OWNER, TO ME KNOWN
TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE
SAME as the general partner of Riverwood Apartments and Riverwood Two.

James F. [Signature]
NOTARY PUBLIC, DANE COUNTY,
WISCONSIN.

MY COMMISSION ~~EXPIRES~~ is permanent

NOTE

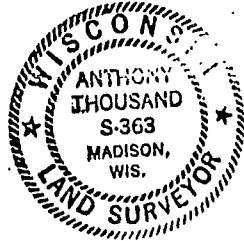
SOUTHWEST CORNER OF SECTION 20, T7N, R10E, MARKED BY A CITY OF MADISON BRONZE
CAP IN 4" X 4" X 30" CONCRETE MONUMENT. THE STATE PLANE COORDINATES, WISCONSIN
COORDINATE SYSTEM, SOUTH ZONE ARE:
NORTH 382,398.80, EAST, 2,175,219.47 - ALL BEARINGS ARE REFERRED TO
GRID NORTH OF THIS SYSTEM.

"RESOLVED THAT THIS CERTIFIED SURVEY WHICH HAS BEEN DULY FILED FOR APPROVAL OF THE
COMMON COUNCIL OF THE CITY OF MADISON, DANE COUNTY, WISCONSIN, BE AND THE SAME IS
HEREBY APPROVED AS REQUIRED BY CHAPTER 236, WISCONSIN STATUTES, 1969."

I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF A RESOLUTION ADOPTED
BY THE COMMON COUNCIL OF THE CITY OF MADISON ON THIS 24 DAY OF OCTOBER, 1972.

Eldon K. [Signature]
CITY CLERK

AS A PART OF A PLANNED RESIDENTIAL DEVELOPMENT, LOT 1 AND OUTLOT 1 WILL BE HELD UNDER
SINGLE OWNERSHIP. LOTS 1 AND 2 ARE ALSO PART OF THE PLANNED RESIDENTIAL DEVELOPMENT
ANY ANY CONVEYANCE OF ONE LOT WITHOUT THE OTHER WILL REQUIRE FURTHER PLAN COMMISSION
APPROVAL.



DOCUMENT NO. 1344847
CERTIFIED SURVEY NO. 471

SCALE _____

- = IRON STAKE FOUND
- = IRON PIPE PLACED
- 1.13 LBS/FT.

DRAWN BY H

DATE 9-7-72

FILE FOLDER NO. _____

CONTRACT NO. 106808

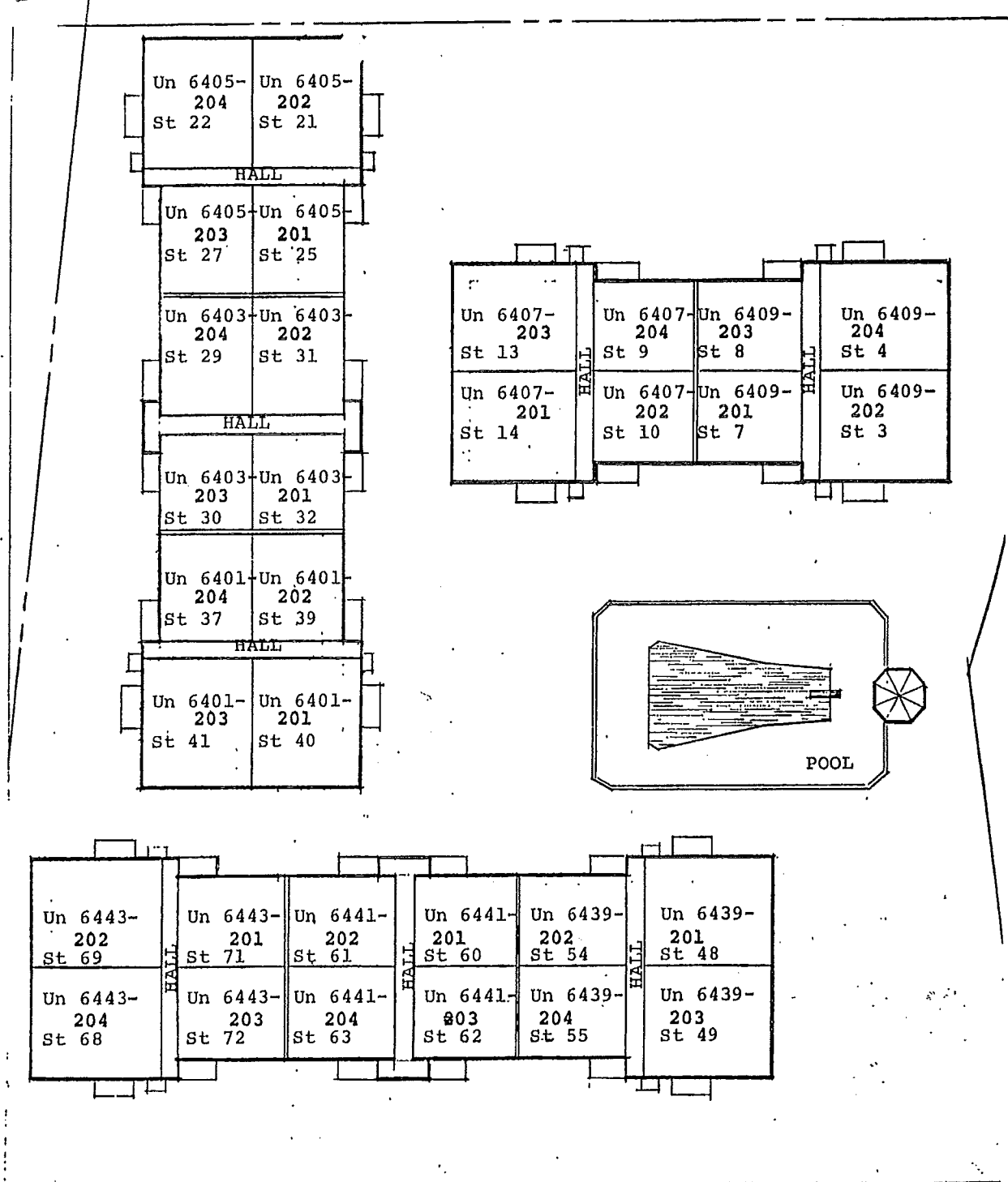
OFFICE MAP NO. 4-5687

VOL 4 Page 22 SHEET 6 OF 6

EXHIBIT C

FLOOR PLANS

Exhibit C consists of a complete set of the floor plans of each building, together with the lay-out, unit number and dimensions of each unit. (Pages 10 and 11 of Exhibits immediately following are short form summaries showing unit locations and assigned parking stalls only.) The plans consist of eleven pages comprising a lay-out sheet and numbered sheets 14, 15, 16, 17, 18, 19, 17-3, 18-3, 19-3 and 20. The plans themselves do not have exhibit page numbers as such.



SCHEDULE OF
 LOCATION OF UNITS
 AND PARKING STALLS
 (SECOND FLOOR)
 Page 11 of Exhibits

STATE OF WISCONSIN)
COUNTY OF DANE) ss

VOL. 392 PAGE 26

Robert Stauber certifies that he is an adult resident of the City of Madison, Dane County, Wisconsin and is a licensed architect by profession. The attached plans of the project known as The Landing, consisting of a lay-out sheet and numbered sheets 14, 15, 16, 17, 18, 19, 17-3, 18-3, 19-3 and 20, are an accurate copy of portions of the plans of the three (3) buildings comprising The Landing Condominium as filed with and approved by the City of Madison or other governmental subdivisions and other public agencies having jurisdiction over the issuance of permits for the construction of buildings. The survey map which is Exhibit B to this Declaration of Condominium and this Exhibit (including Exhibit pages 10 and 11) substantially depict the lay-out, location, unit numbers and dimensions of the buildings and units as located and erected.

Robert Stauber (SEAL)
Robert Stauber

Subscribed and sworn to before me
this 15 day of NOVEMBER, 1972.

E. J. [Signature]
Notary Public, Dane County, Wisconsin
Commission: EXPIRES FEB. 2, 1975




EXHIBIT D

Schedule of Percentage Interests

Exhibit D is a schedule of the percentage interests, the type of unit as identified on the construction plans, the area of each unit, and the parking stall number of the stall which is a part of each unit.


2 - 

EXHIBIT D

THE LANDING CONDOMINIUM
Schedule of Percentage Interests,
Area and Parking Stalls

	<u>Unit*</u>	<u>Type of Unit</u>	<u>Area</u>	<u>Percent Interest</u>
4	6401 - 101 - 43	H	1,390	1.70 ✓
	6401 - 102 - 44	F	1,136	1.39 ✓
	6401 - 103 - 45	H	1,390	1.70 ✓
	6401 - 104 - 38	F	1,136	1.39 ✓
5	6401 - 201 - 40	J	1,544	1.90 ✓
	6401 - 202 - 39	F	1,136	1.39 ✓
	6401 - 203 - 41	J	1,544	1.90 ✓
	6401 - 204 - 37	F	1,136	1.39 ✓
5	6403 - 101 - 36	F+	1,180	1.45 ✓
	6403 - 102 - 35	F	1,136	1.39 ✓
	6403 - 103 - 34	F+	1,180	1.45 ✓
	6403 - 104 - 33	F	1,136	1.39 ✓
4	6403 - 201 - 32	G	1,320	1.62 ✓
	6403 - 202 - 31	Fx	1,150	1.40 ✓
	6403 - 203 - 30	G	1,320	1.62 ✓
	6403 - 204 - 29	Fx	1,150	1.40 ✓
4	6405 - 101 - 26	F	1,136	1.39 ✓
	6405 - 102 - 28	H	1,390	1.70 ✓
	6405 - 103 - 23	F	1,136	1.39 ✓
	6405 - 104 - 24	H	1,390	1.70 ✓
6	6405 - 201 - 25	F	1,136	1.39 ✓
	6405 - 202 - 21	J	1,544	1.90 ✓
	6405 - 203 - 27	F	1,136	1.39 ✓
	6405 - 204 - 22	J	1,544	1.90 ✓
16 8	6439 - 101 - 50	H	1,390	1.70 ✓
	6439 - 102 - 52	F	1,136	1.39 ✓
	6439 - 103 - 51	H	1,390	1.70 ✓
	6439 - 104 - 53	F	1,136	1.39 ✓
7	6439 - 201 - 48	J	1,544	1.90 ✓
	6439 - 202 - 54	F	1,136	1.39 ✓
	6439 - 203 - 49	J	1,544	1.90 ✓
	6439 - 204 - 55	F	1,136	1.39 ✓
5	6441 - 101 - 56	F	1,136	1.39 ✓
	6441 - 102 - 57	F+	1,180	1.45 ✓
	6441 - 103 - 58	F	1,136	1.39 ✓
	6441 - 104 - 59	F+	1,180	1.45 ✓
5	6441 - 201 - 60	Fx	1,150	1.40 ✓
	6441 - 202 - 61	G	1,320	1.62 ✓
	6441 - 203 - 62	Fx	1,150	1.40 ✓
	6441 - 204 - 63	G	1,320	1.62 ✓

(Continued....)

Exhibit D Continued

	Unit	Type of Unit	Area	Percent Interest
4	/ 6443 - 101 - 65	F	1,136	1.39 ✓
	/ 6443 - 102 - 66	H	1,390	1.70 ✓
	/ 6443 - 103 - 67	F	1,136	1.39 ✓
	/ 6443 - 104 - 73	H	1,390	1.70 ✓
5	/ 6443 - 201 - 71	F	1,136	1.39 ✓
	// 6443 - 202 - 69	J	1,544	1.90 ✓
	// 6443 - 203 - 72	F	1,136	1.39 ✓
	// 6443 - 204 - 68	J	1,544	1.90 ✓
6	/ 6407 - 101 - 16	H	1,390	1.70 ✓
	/ 6407 - 102 - 12	F	1,136	1.39 ✓
	// 6407 - 103 - 15	H	1,390	1.70 ✓
	// 6407 - 104 - 11	F	1,136	1.39 ✓
6	/ 6407 - 201 - 14	J	1,544	1.90 ✓
	// 6407 - 202 - 10	F	1,136	1.39 ✓
	// 6407 - 203 - 13	J	1,544	1.90 ✓
	// 6407 - 204 - 9	F	1,136	1.39 ✓
6	/ 6409 - 101 - 5	F	1,136	1.39 ✓
	// 6409 - 102 - 1	H	1,390	1.70 ✓
	// 6409 - 103 - 6	F	1,136	1.39 ✓
	// 6409 - 104 - 2	H	1,390	1.70 ✓
7	// 6409 - 201 - 7	F	1,136	1.39 ✓
	// 6409 - 202 - 3	J	1,544	1.90 ✓
	/ 6409 - 203 - 8	F	1,136	1.39 ✓
	// 6409 - 204 - 4	J	1,544	1.90 ✓
				<u>100.00%</u>

*NOTE: The first four digits of each unit number identify the mailing address and building section; the second three digits identify the location of the unit within the building section; the last two digits identify the parking stall which is a part of the unit.

The following ten parking units are reserved parking units (see Paragraph No. 8, page four, of the Declaration):

17, 18, 19, 20, 42, 46, 47, 64, 70, and 74

Office of Register of Deeds }
 Dane County, Wisconsin }^{ss}
 Received for Record Nov. 1
 19 72 at 4:10 o'clock P M.
 and recorded in vol. 392
 of Records on page 1
Harold K. Hill
 Register

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