

**DECLARATION OF CONDOMINIUM FOR
HOYT PARK COMMONS, A CONDOMINIUM**

Ronald G. Fedler (Declarant), d/b/a Hilldale Apartments, being the owner of the property described in Section 3, hereby subjects the property to this condominium declaration and to Chapter 703 of the Wisconsin Statutes of 1977 (Chapter 703).

SECTION 1.

DEFINITIONS

Unless the context otherwise requires, the definitions in Chapter 703 shall govern the construction of this declaration.

"Association" means Hoyt Park Commons Association, an unincorporated association, and its successors. !

"Board" means the board of directors of the Association.

SECTION 2.

NAME AND ADDRESS

The name of the condominium is Hoyt Park Commons, a condominium. The condominium has 32 units, which have the following unit numbers and the following street addresses in Madison, Wisconsin:

<u>UNIT NUMBER</u>	<u>STREET ADDRESS</u>
401-1S	401 Palamino Lane
401-1N	401 Palamino Lane
401-2S	401 Palamino Lane
401-2N	401 Palamino Lane
406-1S	406 Palamino Lane
406-1N	406 Palamino Lane
406-2S	406 Palamino Lane
406-2N	406 Palamino Lane
405E-1S	405 Eugenia Street
405E-1N	405 Eugenia Street
405E-2S	405 Eugenia Street
405E-2N	405 Eugenia Street
321-1S	321 Palamino Lane
321-1N	321 Palamino Lane
321-2S	321 Palamino Lane
321-2N	321 Palamino Lane
402-1S	402 Palamino Lane
402-1N	402 Palamino Lane
402-2S	402 Palamino Lane
402-2N	402 Palamino Lane
316	316 Palamino Lane

318	318 Palamino Lane
405P-1S	405 Palamino Lane
405P-1N	405 Palamino Lane
405P-2S	405 Palamino Lane
405P-2N	405 Palamino Lane
409-1	409 Palamino Lane
409-2S	409 Palamino Lane
409-2N	409 Palamino Lane
3217-1E	3217 Stevens Street
3217-1W	3217 Stevens Street
3217-2	3217 Stevens Street

SECTION 3.

DESCRIPTION OF LAND

The description of the land on which the condominium is located is:

Parcel A. The South 16 feet of Lot 8 and the North 67 feet of Lot 7; Southerly 7.5 feet of Lot 9; Lot 10; Lot 11; the North 53 feet of Lot 12; and the North 53 feet of the East 6 feet of Lot 5, all in Block 3, First Addition to Ray F. Lease Plat.

Parcel B. Lot 5 and the North 11.5 feet of Lot 4; Lot 6; Lot 7; and Lot 8, all in Block 4, First Addition to Ray F. Lease Plat.

Parcel C. Part of Lot Twenty-one (21), Quarry Town, in the City of Madison, more particularly described as follows: Commencing at the Northeast corner of Block 4 of the First Addition to Ray F. Lease Plat, in the City of Madison; thence South, 23.8 feet to the South line of Stevens Street and the point of beginning; thence continue South, 290.51 feet; thence N 88° 58' E, 32.5 feet; thence North 309.78 feet to the South line of Stevens Street; thence S 58° 34' W 38.08 feet to the point of beginning.

Parcel D. The West 32.5 feet of the following parcel. A part of Stevens Street as platted in Quarry Town, a recorded plat in the Northwest 1/4 of Section 21, Township 7 North, Range 9 East, City of Madison, Dane County, Wisconsin, more fully described as follows:

Beginning at the Northeast corner of Lot 8, Block 4, First Addition to Ray F. Lease Plat, a recorded plat in the Northeast 1/4 of Section 20, Township 7 North, Range 9 East, City of Madison, thence South 23.8 feet Along the East line of said Lot 8; thence North 58° 34' East, 86.58 feet, to a point of curve; thence on a curve to the right convex to the south having a radius of 245 feet and a long chord that bears South 75° 12' West,

76.37 feet, to the point in the East line of the said plat; thence South 1.8 feet along the East line to the point of beginning.

All in the City of Madison, Dane County, Wisconsin.

SECTION 4.

DESCRIPTION OF UNITS

The condominium consists of nine separate buildings. The buildings commonly known as 405 Eugenia Street; and 321, 401, 402, 405 and 406 Palamino Lane each have two floors and four units, two units on the first floor and two units on the second floor. The building commonly known as 316-318 Palamino Lane has two side-by-side units, each having two floors. The building commonly known as 409 Palamino Lane has three units, one at a lower level and two at an upper level. The building commonly known at 3217 Stevens Street has three units, two at a lower level and one at an upper level.

The first three or four numbers in each unit number are the numbers of the street address of the building in which the unit is located. Unit numbers beginning with "405P" are for units in the building known as 405 Palamino Lane. Unit numbers beginning with "405E" are for units in the building known at 405 Eugenia Street. The first number after the hyphen in each unit number designates whether the unit is on the first or second floor. The letter at the end of each unit number designates whether the unit is in the north, south, east or west half of the building.

The four units in 405 Eugenia Street each have a living room, kitchen, bathroom and two bedrooms.

The two units in 316-318 Palamino Lane each have a living room and kitchen on the first floor, and a bathroom and two bedrooms on the second floor, and basement.

Unit 321-1N has two bedrooms, a bathroom, a living room and a kitchen. The other three units in 321 Palamino Lane each have three bedrooms, a bathroom, a living room and a kitchen.

The four units in 401 Palamino Lane each have two bedrooms, a bathroom, a kitchen and a living room.

Unit 402-2N has three bedrooms, a bathroom, a kitchen and a living room. Each of the other three units in 402 Palamino Lane has two bedrooms, a bathroom, a kitchen and a living room.

Unit 405P-2S has two bedrooms, a bathroom, a kitchen and a living room. The other three units in 405 Palamino Lane each have one bedroom, a kitchen, a bathroom and a living room.

The four units in 406 Palamino Lane each have two bedrooms, a bathroom, a kitchen and a living room.

The three units in 409 Palamino Lane each have two bedrooms, a kitchen, a bathroom and a living room. Unit 409-1 is on the lower level. Units 409-2S and 409-2N are on the upper level.

Unit 3217-2, which is on the upper level of 3217 Stevens Street, has three bedrooms, a bathroom, a kitchen and a living room. Units 3217-1E and 3217-1W, which are on the lower level of 3217 Stevens Street, are efficiencies, each having a kitchen, a bathroom and a living room.

The perimeters of each unit consist of the unfinished interior surfaces of the outer walls of the unit, including for this purpose the interior surfaces of windows and window frames, doors and door frames and trim; the unfinished interior surfaces of the lowermost floors; and the unfinished interior surfaces of the uppermost ceilings.

The accompanying condominium plat for Hoyt Park Commons is hereby incorporated by reference for the purpose of further identifying the perimeters and location of each unit.

SECTION 5.

COMMON ELEMENTS

The basement in each building except the building containing units 316 and 318 is a limited common element reserved for the exclusive use of the owners of units in that building. The basements for units 316 and 318 are part of those units.

Any storage areas in the basement of a building are limited common elements reserved for the exclusive use of the owners of units in that building. Each unit owner in a building having storage area shall have the exclusive right to use one of the storage areas. The Board shall assign one specific storage area to each unit owner in a building having storage areas, and shall have the right from time to time to change the assignments. The Board may use one or more of the storage areas for personal property belonging to the Association.

Parcels C and D described in Section 3 are vacant land. Part of those parcels is a common element which may be used for gardening. The Board shall have the right to allow individual owners to exclusively use specific plats in this common element for gardening on such terms of uniform application as the Board may determine.

The condominium has surface parking spaces. Each unit has the exclusive right to use one of the parking spaces as a limited common element. These 32 reserved parking spaces are designated on the condominium plat with unit numbers. A unit owner has the exclusive use of the parking space bearing that owner's unit number. The Board shall have the right from time to time to reassign the 32 reserved parking spaces, on the condition that each unit owner always has one parking space reserved for his exclusive use. All other parking spaces are limited common elements reserved for the exclusive use of the owners of units in the building to which the spaces are adjacent. The Board shall have the right to collect reasonable rent from a unit owner who regularly uses parking spaces in addition to the owner's one assigned space, and to establish rules and regulations restricting or prohibiting the use of additional spaces. A unit owner may, by deed and subject to the rights of any existing mortgagee, grant the use of his reserved parking space to any other unit owner.

The halls and stairways in some of the buildings are limited common elements reserved for the exclusive use of the owners of units in the particular building, as shown on the condominium plat.

All patios and balconies are limited common elements reserved for the exclusive use of the owner of the unit to which they are contiguous.

The units in 401, 402, 316-318 and 409 Palamino Lane each have a separate furnace which is a limited common element reserved for the exclusive use of the owner of that unit. Each of the other buildings has one furnace which is a limited common element reserved for the exclusive use of all of the unit owners in that building. Each unit owner sharing a furnace shall individually be responsible for paying for heat for his unit as provided in the bylaws.

In addition to these limited common elements, the common elements include the underlying land, the driveways and walks and all other parts of the condominium except for the units as described in Section 4.

SECTION 6.

PERCENTAGE INTERESTS

The percentage interest appurtenant to each unit is 3.125%.

SECTION 7.

NUMBER OF VOTES

There shall be one vote appurtenant to each unit which the owners of the unit may cast at meetings of the Association.

SECTION 8.

PURPOSE

Each building is intended to be a residential building. Each of the units is intended and restricted for use exclusively as a single-family residence. The leasing of a unit for such residential use complies with this restriction.

SECTION 9.

SERVICE OF PROCESS

The person to receive service of process in cases provided by Chapter 703 and the address of that person are:

Elliott M. Ross
Suite 400, 222 State Street
Madison, Wisconsin 53705

The Board may at any time by resolution appoint a successor.

SECTION 10.

DAMAGE OR DESTRUCTION

(a) If common elements and units are damaged, but units having 50% or more of the percentage interests are found by the Board to be tenantable, the Board shall promptly undertake to repair or reconstruct the common elements to a condition compatible with the remainder of the condominium, and to repair or reconstruct the units.

(b) If common elements and units are damaged, and units having more than 50% of the percentage interests are found by the Board to be not tenantable, the Board shall promptly call a special meeting of the Association. At the special meeting the unit owners shall determine whether to rebuild, repair, restore or sell the property. A vote by unit owners having 66-2/3% of the percentage interests shall be required for approval of rebuilding, repairing or restoring. If that vote is not obtained, the Association shall decide whether to sell the property or to take other appropriate action.

(c) The Board shall have the power to approve the plans and specifications for any rebuilding or repair.

(d) If damage occurs only to those parts of a unit for which the responsibility of maintenance and repair is that of the unit owner, the unit owner shall be responsible for rebuilding and repair. In all other cases the responsibility for rebuilding and repair shall be that of the Association as a common expense.

(e) The Board shall obtain reliable and detailed estimates of the costs of any approved rebuilding or repair.

(f) If available insurance proceeds are not sufficient to cover the estimated costs of rebuilding and repair, the Board may assess the unit owners amounts sufficient to cover the deficit. The Board may make additional assessments for this purpose as the need arises.

If the available insurance proceeds are not sufficient to cover the estimated costs of rebuilding and repair, the condominium shall be subject to an action for partition as and to the extent required by Chapter 703.

(g) If the required percentage of unit owners do not approve rebuilding and repair, or if a surplus exists after the costs of rebuilding and repair have been paid, the Association shall determine when and how to disburse the insurance proceeds or the surplus in keeping with the Association's articles of organization and other governing instruments.

SECTION 11.

EASEMENTS

Easements for all utilities, including without limitation the right to install, lay, maintain, repair and replace water lines, sewer lines, gas lines, telephone wires and equipment, and electrical wires and equipment over, under, along and on any part of the condominium are hereby declared and granted as such easements now exist. Any such utilities within a unit which serve more than that unit are subject to this easement. All utility easements established by this section are perpetual easements running with the land appurtenant to all units in the condominium. The Board may authorize changes in the location of any of the easements provided the change does not adversely affect service.

SECTION 12.

DECLARANT CONTROL

For the maximum time allowed by Chapter 703 Declarant or any person designated by Declarant shall have the power to appoint and remove officers of the Association and to exercise the powers and responsibilities otherwise assigned by this declaration or Chapter 703 of the Association or its officers. But the unit owners other than Declarant shall have a right to elect directors to the Board as and to the extent required by Chapter 703.

SECTION 13.

AMENDMENT

This declaration may be amended with the written consent of 75% of the unit owners and mortgagees. No amendment which affects the rights of Declarant shall be effective without the prior written consent of Declarant, which consent shall not be unreasonably withheld. Any change in the percentage interests shall require compliance with such additional requirements as may be prescribed in Chapter 703.

SECTION 14.

COMBINATION OF UNITS

Declarant reserves the right by his sole action to combine units 3217-1E and 3217-1W into a single unit. To exercise this right, Declarant at his expense shall prepare and record appropriate amendments to this declaration and the condominium plat and plans. Upon the recording of such amendments, the percentage interest appurtenant to each unit shall change from 3.125% to 3-7/31%.

The combination of the two units shall not affect the voting rights described in Section 7.

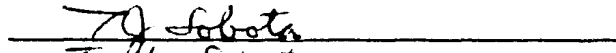
This reserved right shall expire upon the separate sale of either of the units by Declarant.

Dated ^{February} ~~January~~ 5, 1981.



Ronald G. Fedler,
d/b/a Hilldale Apartments

Signature of Ronald G. Fedler authenticated this 5 day of ^{February} ~~January~~, 1981.




T. J. Sobota
Notary Public, Wisconsin

Drafted by Thomas J. Sobota

Ratification

Undersigned hereby consents to and ratifies this declaration and the accompanying condominium plat.



Elliott M. Ross

Signature of Elliott M. Ross authenticated this 5 day of February, 1981.



T. J. Sobota
Notary Public, Wisconsin

REGISTRAR'S OFFICE
DANE COUNTY, WIS. SS
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Register of Deeds