

DECLARATION OF CONDOMINIUMOFCENTURION CONDOMINIUM

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A. Submission to Act. The undersigned, owner of the property described herein, and being duly authorized to do so, hereby submits said property to the provisions of Chapter 703, Wisconsin Statutes (1979), The Wisconsin Condominium Ownership Act.

B. Name and Address. The name of the condominium is "CENTURION CONDOMINIUM". Its address is 7418 Century Avenue, Middleton, WI 53562.

C. Legal Description. The legal description of the property on which the Condominium is located is:

Lot 1 and part of Lot 3 of Certified Survey #2407, recorded in Volume 9 of Certified Surveys, page 299, as Document 1519076, City of Middleton, Dane County, Wisconsin, to-wit: Commencing at the Southeast corner of said Section 2; thence N 88° 25' 25" W, 1322.63 feet; thence N 01° 54' 50" E, 2634.64 feet; thence N 54° 05' 17" W, 256.54 feet to the point of beginning; thence N 54° 05' 17" W, 404.71 feet; thence S 12° 02' 40" W, 202.70 feet to the point of beginning of this description; thence S 77° 57' 20" E, 134.00 feet; thence S 09° 33' 40" W, 161.97 feet; thence Northwesterly on a curve to the left which has a radius of 1841.30 feet and a chord which bears N 82° 38' 27" W, 141.49 feet; thence N 12° 02' 40" E, 173.38 feet to the point of beginning. Contains 22,938 square feet (0.527 acres). Together with and subject to a Joint Driveway and Parking Lot Easement dated 3 October 1980 and recorded 9 October 1980 in Volume 2294 of Records at Page 77 and rerecorded 4 August 1981 in Volume 2998 of Records at page 48.

D. Definitions and Descriptions. In this Declaration, the following definitions apply:

1. Unit. Unit is that part of the Condominium designed and intended for the independent use by or under the authority of its owner.

a. A Unit shall generally be described as the interior space of a single residential apartment and more particularly defined as a volume of space; the exterior boundaries shall be the unfinished interior surface of the perimeter walls surrounding the space, the unfinished lower surface of the ceiling of the highest story of the space, and the uncovered or unfinished upper surface of the floor of the lowest story of the space. Finished interior surfaces, including paint, wallpaper, carpeting, paneling, partitioning, and the like, are part of the Unit.

b. In addition, a Unit includes the following items servicing the particular Unit, although they may be outside the defined volume of space:

1) all windows and doors, their interior casements, and all their opening, closing, and locking mechanisms and hardware;

2) any patios and porches directly adjacent to a Unit;

3) all wall and ceiling mounted electrical fixtures and all floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them, and any exterior electrical outlets or fixtures served by the electric meter for the unit;

4) all plumbing fixtures and piping lying between the fixtures and the shut-off valves servicing the Unit or the particular fixture.

5) The cable television outlet to the Unit and the junction box serving it, if any; and

6) air conditioning equipment serving the Unit.

c. Not included as a part of the Unit are any structural components of the building, including load bearing columns or load bearing interior walls which are not specifically included in the definition of "Unit", above, which lie within the volume of space comprising the Unit.

d. Units are identified by building number, and location on the condominium Plat of Centurion Condominium recorded contemporaneously with this Declaration, and are further described as follows:

<u>Unit</u>	
1	7418 Century Avenue
2	7418 Century Avenue
3	7418 Century Avenue
4	7418 Century Avenue
5	7418 Century Avenue
6	7418 Century Avenue

This description includes the interests pertaining to the Unit in the Common Elements and the rights and obligations created under this Declaration.

2. Common Elements. Common elements are all those portions of the Condominium which are not included in the definition of Unit and all tangible personal property used in the operation, maintenance, and management of the Condominium. Except as provided herein, and subject to the By-laws of the Association and rules adopted under them, the Common Elements are available for the use and enjoyment of or service to owners of all Units. None of the real estate which is part of the Common Elements may be abandoned, partitioned, subdivided, encumbered, sold, or transferred except by amendment of this Declaration.

3. Limited Common Elements. Limited common elements are those common elements reserved for the exclusive use and enjoyment of or service to one or more, but not all owners of Units. Limited Common elements and the Unit or Units to which their use is reserved are identified on the Plat of Centurion Condominium.

Specifically identified as Limited Common Elements are the:

a. Storage Lockers located in the basement area for the exclusive use of Unit Owners. These lockers are numbered to correspond to the Unit to which they are assigned and reserved.

b. Parking stalls located in the parking area for the exclusive use of the Unit Owners. The parking stalls numbered 1 through 6 are numbered to correspond to the Unit to which they are assigned and reserved.

4. Association. Association is Centurion Condominium Unit Owners Association, an unincorporated association. All Unit Owners in Centurion Condominium shall be members of the Association and subject to its By-laws and rules adopted by it for the use and management of the Condominium. By becoming members of the Association, Unit Owners assign the management and control of the Common Elements of the Condominium to the Association. Subject to the reservation of rights in Section N hereof, the policies of the Association shall be established by a Board of Directors elected by its members.

5. Manager. Manager is the real estate management firm retained by the Association to manage the Condominium under the policy direction of the Board of Directors.

6. Declarant. Declarant is Richard C. Mantei and Monson Construction Co., Inc., a Wisconsin corporation, their successors or assigns. Declarant may assign or delegate some or all of its rights and responsibilities in connection with the Condominium by recording an instrument with the Register of Deeds for Dane County, Wisconsin, describing what is assigned or delegated and to whom.

7. Unit Owner. Unit Owner is that person or combination of persons who hold legal title to a Unit or equitable ownership of a Unit as a land contract vendee. The term is used herein in the singular, although the ownership interest in a particular Unit may be held by more than one person. The Declarant is not included in the definition of Unit Owner.

E. Percentage Interest and Obligation. There is appurtenant to each Unit of the Condominium, certain interests and obligations shared on a percentage basis by all Unit Owners as set forth below:

1. Common Elements. Each Unit Owner has an undivided interest in the Common Elements in the percentages set forth as follows:

<u>Unit</u>	<u>Percentage Ownership</u>
1	16-2/3%
2	16-2/3%
3	16-2/3%
4	16-2/3%
5	16-2/3%
6	16-2/3%
	100.00 %

2. Common Expenses. Each Unit Owner is liable for the share of expenses of the Association assessed against such owner's Unit. These expenses, referred to as Common Expenses, shall be allocated among the Units in the same percentages as the undivided interest of the Units in the Common Elements.

3. Limited Common Expenses. Expenses, referred to as Limited Common Expenses for the maintenance and operation of Limited Common Elements, shall be allocated among the Units benefited by such Limited Common Elements in the ratio of the percent a particular Unit has in the Common Area to the sum of the percentages of all Units benefited by such Limited Common Element have in the Common Area. Each Unit Owner is liable for the share of the Limited Common Expenses assessed against such owner's Unit.

4. Collection of Common Expenses and Limited Common Expenses.

a. Assessments of Common Expenses and Limited Common Expenses, together with such interest as the Association may impose for delinquencies and the costs of collection and actual attorney fees, constitute a lien on the Units against which they are assessed. Attachment filing, effectiveness, priority, and enforcement of the lien shall be as provided by law.

b. If any assessment of Common Expenses or Limited Common Expense is delinquent and a statement of condominium lien has been recorded against a Unit, the Association may suspend the voting rights of the delinquent Unit Owner. A delinquency resulting in the filing of a statement of condominium lien against a Unit shall constitute an act of default under any mortgage secured by the Unit.

c. Unpaid Common Expenses or Limited Common Expenses assessed against a Unit are a joint and several liability of grantor and grantee in a voluntary transfer of the Unit if a statement of condominium lien covering the delinquency is recorded. a first mortgage acquiring a Unit by foreclosure or other remedy under its mortgage is not liable for Common Expenses or Limited Common Expenses assessed to the Unit prior to its acquisition of the Unit.

5. Changes. Any changes in the percentages stated above must be evidenced by an amendment to this Declaration adopted pursuant to Section 703.13, Wisconsin Statutes, and be approved by all first mortgagees and recorded in the office of the Register of Deeds for Dane County, Wisconsin.

6. Votes. Each Unit is entitled to one (1) vote in the Association, subject to suspension as noted above. Each vote is indivisible and may be cast by the Unit Owner or by proxy as permitted in the Association By-laws.

F. Uses. The Units and Common Elements of the Condominium may be used only for residential purposes and home occupations, as permitted under the Middleton General Ordinances and subject to the Declaration, By-laws, and Rules, and for the management of the Condominium. No such use may unreasonably interfere with the use and enjoyment of the Common Elements and their Units by other Unit Owners and there may be no storage of materials or conduct of any activity which increases the insurance rates on the Condominium.

G. Service of Process. Service of process on the Condominium or the Association may be received by Richard C. Mantei, 217 S. Hamilton St., Suite 500, Madison, Wisconsin 53703. A successor for this purpose may be named by the Board of Directors of the Association and the name and address of the successor filed with the Secretary of State of the State of Wisconsin.

H. Repair, Maintenance and Reconstruction. Each Unit Owner is responsible for the decoration, furnishing, house-keeping, repair, and maintenance of that owner's Unit. The Association is responsible for the decoration, furnishing,

housekeeping, repair, and maintenance of that owner's Unit. The Association is responsible for the decoration, furnishing, housekeeping, repair, and maintenance of the Common Elements. In meeting its responsibilities hereunder or otherwise, the Unit Owner may not alter the appearance or design of the exterior of the building, or use a Unit or the Common Elements in a manner which adversely affects the exterior appearance of the building.

In the event of damage to the common Elements of the Condominium, the Association shall:

1. If insured in an amount adequate to repair or reconstruct the damaged Common Elements, proceed with the repair or reconstruction to a condition as nearly like its condition prior to damage as possible and compatible with the remainder of the Condominium.

2. If not insured in an adequate amount, proceed with such repairs or reconstruction assessing the excess as Common Expenses against the Unit Owners payable in accordance with the By-laws of the Association, unless by vote of seventy-five (75%) of the Unit Owners it is agreed to remove the property from the provisions of the Wisconsin Condominiums Ownership Act, partition and sell it, in which event, the insurance and sale proceeds will be distributed in relation to the several Unit Owners' percentage interests in the Common Elements as established in this Declaration, subject to the rights and priorities of mortgagees and other lien holders.

3. The Association shall have an easement over, across, and through all Units in the condominium for the purpose of maintenance, repairs, or reconstruction of the Common Elements.

I. Insurance.

1. The Association shall maintain multi-peril property insurance at full insurable value based on replacement cost on the entire Condominium. This is to include fire and extended coverage and all other types of coverage commonly maintained on such projects. The Association shall hold this insurance in its name for the use and benefit of the Unit Owners and of the mortgagees of Units, or their successors and assigns, as their interests may appear.

2. The Association shall maintain comprehensive public liability insurance with limits not less than \$1,000,000 per occurrence for personal injury or property damage on the Common Elements. This is to contain a "severability of interest" clause permitting recovery by Unit Owners for injury or damage insured against.

3. The Association shall maintain fidelity coverage against dishonest acts by any person, paid or volunteer, responsible for handling the funds belonging to or administered by the Association. The Association is to be the named insured and protection is to be not less than one and one-half times the Association's annual operating expenses and reserve.

4. All insurance is maintained as a Common Expense. The Association acts as trustee for the purpose of obtaining insurance coverage and the receipt, application, and disbursement of proceeds from it.

5. Maintenance of insurance by the Association does not relieve nor prohibit Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or on risks not insured by it.

J. Changes in Units.

1. A Unit Owner may make improvements and alterations within that owner's Unit. Any such improvement or alteration which changes the floor plan or room dimensions of the Unit must be evidenced by the recording of a modification to the Centurion Condominium Plat before it is accomplished. A modification requires only the procedures required by law for this purpose and is not an amendment as provided for in Section O hereof.

2. Any such changes in a Unit must be accomplished in accordance with applicable laws, regulations and ordinances. All expenses involved in such changes, including expenses to the Association, which it may charge as a special assessment to the affected Units shall be borne by the Unit Owners involved in the changes. No such change may alter the exterior appearance of the Unit or the Condominium, impair the structural integrity or operation of the mechanical systems or services of the Condominium, unreasonably interfere with the use and

enjoyment of other Units or the Common Elements, reduce the value of the other Units or the Common Elements, or impair or restrict any easement or other right in and to the property.

K. Remedies. The Association has all remedies to it by law for the enforcement of the duties and obligations of Unit Owners, which may be exercised separately or in conjunction with one another. To the extent no damages can be accurately determined for the violation of these duties and obligations, liquidated damages of \$100 may be assessed for each violation.

L. Certificates. All certificates stating facts in regard to the Condominium or any of its Units, including statements of condominium lien, statements regarding unpaid assessments against any Unit or the then-current status of documents related to the Condominium, shall be signed on behalf of the Association by its secretary or assistant secretary.

M. Condominium Act. The provisions of Chapter 703, Wisconsin Statutes (1979), are incorporated by reference into this Declaration.

N. Reserved Rights; Turnover. Until a date determined under the By-laws of the Association, but in no event more than two (2) years from the date this Declaration is recorded, Declarant reserves the right to appoint and remove officers and directors of the Association and to exercise the powers and responsibilities of the Association, its members and directors. Notwithstanding this reservation, Declarant shall permit Unit Owners to elect at least one-third (1/3) of the Board of Directors of the Association. Upon the sale of 75% of the Units, this reservation terminates and control of the Association will be turned over to the Unit Owners.

O. Amendments. Except as otherwise provided herein, this declaration or the Condominium Plat may only be amended by written consent of seventy-five (75%) percent of the Unit Owners and a similar percentage of mortgagees of Units, provided no such amendment may substantially impair the security of any mortgagee of a Unit. No amendment to the Declaration affecting the status and rights of Declarant may be adopted without the written consent of Declarant. No amendment to this Declaration or the Condominium plat is effective until an instrument containing the amendment and stating that the required consents or vote was obtained, signed on behalf of

the Association by its president and secretary and duly acknowledged or authenticated is recorded in the office of the Register of Deeds for Dane County, Wisconsin.

Executed at Madison, Wisconsin this 2nd day of November, 1981.

Richard C. Mantei
Richard C. Mantei

MONSON CONSTRUCTION CO., INC.

By: Terry A. Monson
Terry A. Monson, President

Attest: Donna J. Lindauer
Donna J. Lindauer

STATE OF WISCONSIN) ss.
COUNTY OF DANE)

Personally came before me this 2nd day of November, 1981, the above named Richard C. Mantei and Terry A. Monson and Donna J. Lindauer, President and Secretary of Monson Construction Co., Inc., to me known to be the persons who executed the foregoing instrument and acknowledged the same.

James F. Bakken
Notary Public

This instrument drafted by
Attorney James F. Bakken

CENTURION CONDOMINIUM PLAT

ADDRESS: 7418 CENTURY AVENUE

LEGAL DESCRIPTION:

LOT 1 AND PART OF LOT 3 OF CERTIFIED SURVEY MAP #2407, RECORDED IN VOLUME 9 OF CERTIFIED SURVEYS, PAGE 299, AS DOCUMENT 1519076, CITY OF MIDDLETON, DANE COUNTY, WISCONSIN, TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2; THENCE N 88° 25' 25" W, 1322.63 FEET; THENCE N 01° 54' 50" E, 2634.64 FEET; THENCE N 54° 05' 17" W, 256.54 FEET TO THE POINT OF BEGINNING; THENCE N 54° 05' 17" W, 404.71 FEET; THENCE S 12° 02' 40" W, 202.70 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S 77° 57' 20" E, 134.00 FEET; THENCE S 09° 33' 40" W, 161.97 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WHICH HAS A RADIUS OF 1841.30 FEET AND A CHORD WHICH BEARS N 62° 38' 27" W, 141.49 FEET, THENCE N 12° 02' 40" E, 173.38 FEET TO THE POINT OF BEGINNING, CONTAINS 22,938 SQUARE FEET (0.527 ACRES), TOGETHER WITH AND SUBJECT TO A JOINT DRIVEWAY AND PARKING LOT EASEMENT DATED 3 OCTOBER 1980 AND RECORDED 9 OCTOBER 1980 IN VOLUME 2294 OF RECORDS AT PAGE 77 AND RECORDED 4 AUGUST 1981 IN VOLUME 2998 OF RECORDS AT PAGE 48.

NOTE (1):

AREA CALCULATIONS INCLUDE EXTERIOR WALLS AND HALF OF COMMON WALLS.

FIRST FLOOR CALCULATIONS DO NOT INCLUDE BRICK FASCIA.

ALL AREAS ROUNDED TO NEAREST SQUARE FOOT.

AREA CALCULATIONS ARE BASED ON ARCHITECTURAL PLAN DIMENSIONS. PLAN DIMENSIONS DO NOT SUPERSEDE UNIT BOUNDARIES AS SET FORTH IN THE CONDOMINIUM DECLARATION.

BALCONIES ARE PART OF THE UNITS TO WHICH THEY ARE ATTACHED, BUT NOT INCLUDED IN THE AREA CALCULATIONS FOR THE UNITS.

NOTE (2):

LIMITED COMMON ELEMENTS ARE IDENTIFIED BY A LETTER DESIGNATING THE NATURE OF THE ELEMENT:

P - PARKING
S - STORAGE

AND BY THE NUMBER OF THE UNIT TO WHICH ITS USE IS LIMITED.

ALL PARTS OF THE CONDOMINIUM NOT SHOWN AS UNITS OR LIMITED COMMON ELEMENTS ARE GENERAL COMMON ELEMENTS.

NOTE (3):

THIS CONDOMINIUM PLAT CONTAINS TWO (2) SHEETS.

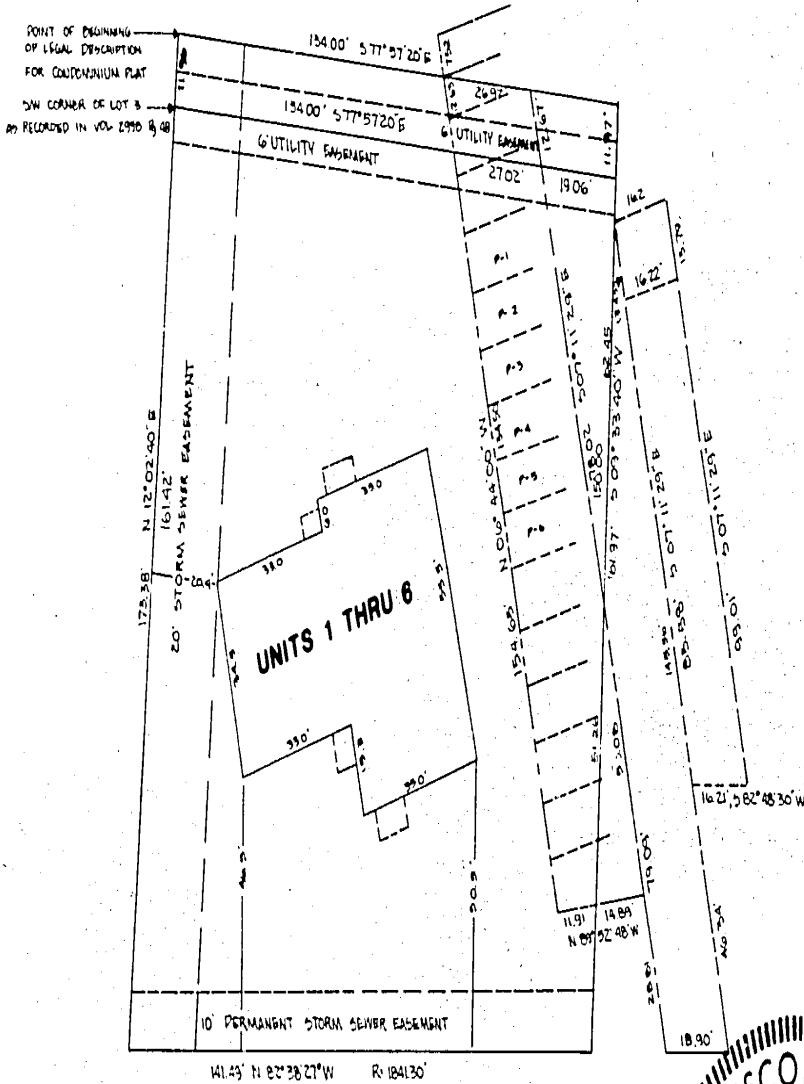
SURVEYOR'S CERTIFICATE:

I, JOHN C. MCKENNA, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THIS PLAT.

JOHN C. MCKENNA, S-1018

SHEET 1

0 5' 10' 20' 40'
SCALE 1"=20'

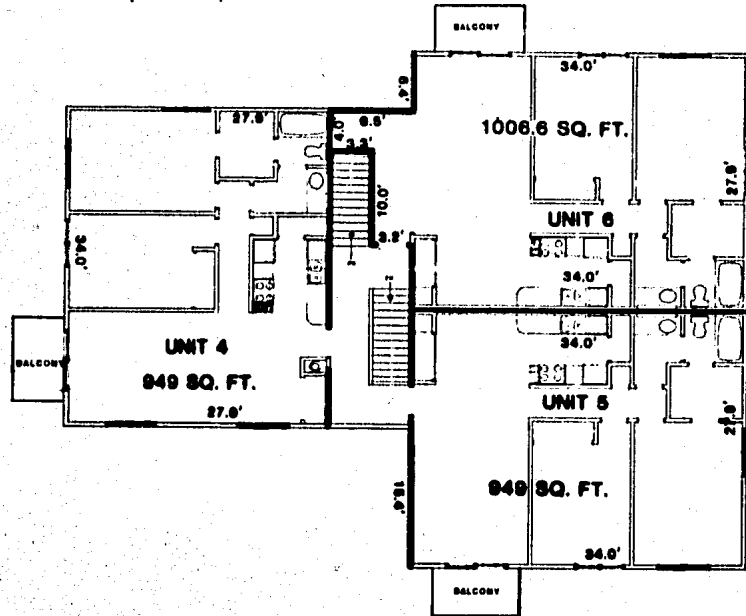


— CENTURY AVENUE —

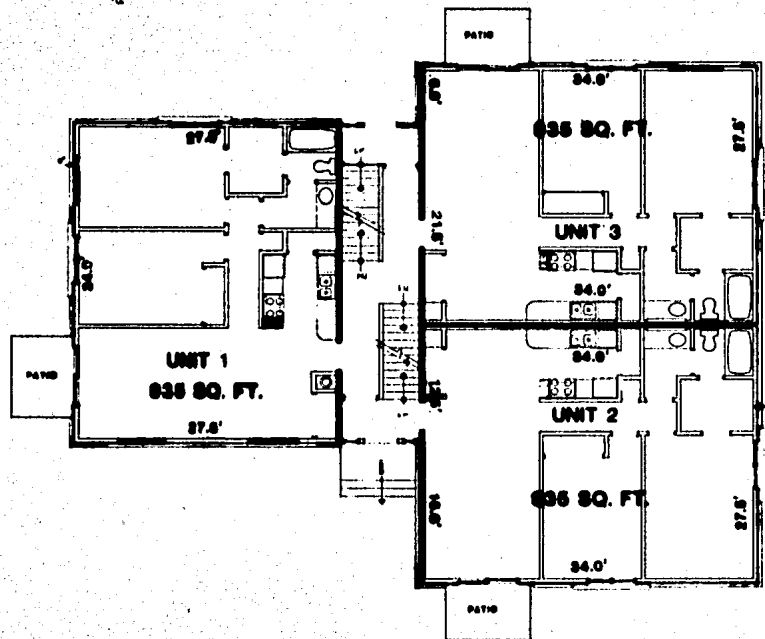


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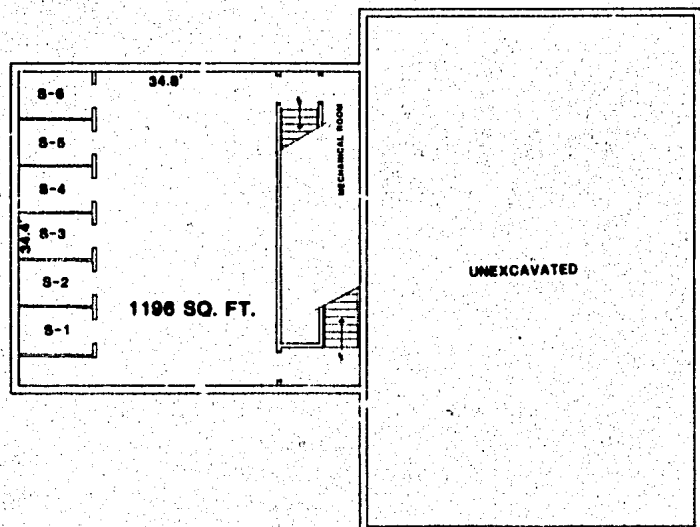
SECOND FLOOR



FIRST FLOOR



BASEMENT



REGISTER'S OFFICE
DANE COUNTY, WIS. SS
RECORDED ON

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Patricia A. Schmitt
Register of Deeds