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KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

**PARKWOOD VILLAGE,
A CONDOMINIUM
AMENDED AND RESTATED
DECLARATION
OF CONDOMINIUM**

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Attorney Ethan Miller
W.R. Stewart & Associates, SC
110 E Main Street, Suite 813
Madison, WI 53703

See Exhibit C attached
Parcel Numbers

This is not a conveyance under Section 77.21(1), Wis. Stats. and is not subject to the Wisconsin real estate transfer fee or return.

There are no objections to this condominium or condominium amendment with respect to Chapter 703, Wis. Stats. and it is hereby approved for recording.



Director of Planning and Community & Economic Development,
City of Madison

2 MARCH 2022
Date

**PARKWOOD VILLAGE, A CONDOMINIUM
SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM**

RECITALS

- A. PARKWOOD VILLAGE, a CONDOMINIUM, located in the city of Madison, Dane County, Wisconsin was created by a declaration of condominium and a condominium plat. The declaration of condominium and condominium plat have also been amended over time. Attached hereto as Exhibit A is the identification, by recording data, of the declaration of condominium, the condominium plat, and the amendments to each. The declaration of condominium, as amended, is referred to as the "Declaration." The condominium plat, as amended, is referred to as the "Condominium Plat."
- B. Pursuant to Chapter 703 of the Wisconsin Statutes, the undersigned hereby agree to amend and restate the Declaration to read, in its entirety, as follows:

ARTICLE I

NAME; DESCRIPTION OF PROPERTY; CREATION OF CONDOMINIUM

- 1.01. **Name.** The name of the condominium is "Parkwood Village, a Condominium" (the "Condominium").
- 1.02. **Legal Description.** The "Land" is located in the City of Madison, County of Dane, State of Wisconsin, and is legally described as:
- All of Lot 3 and that part of Lot 4, Parkwood West, more particularly described as: Beginning at the NE corner of Lot 3; thence S35°50'05" W, 510.80 feet to a point of curve; thence southwesterly on a curve to the left which has a radius of 266.00 feet and a chord which bears S32°51'05"W, 30.99 feet; thence S89°00'06"W, 174.51 feet; thence N00°34'40"E, 845.37 feet; thence S89°28'19"E, 189.79 feet; thence S74°33'23"E, 405.14 feet; thence S00°45'19"E, 122.07 feet; thence S29°34'18"E, 81.51 feet to a point on a curve; thence southwesterly on a curve to the left which has a radius of 266.00 feet and a chord which bears S54°38'34"W, 172.05 feet to the point of beginning, all located in the SW1/4 of Section 24, T7N, R8E, City of Madison, Dane County, Wisconsin.
- The "Property" includes the "Land", together with all improvements located thereon.
- 1.03. **Address.** The addresses of the Condominium are 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 102, 104, 106, 108, 110, 112, 114, 116, 118, 120, 122, 124, 126, 128, 130, 132, 134, 136, 138, 140, 142, 144, 146, 202, 204, 206, 208, 210, 212, 214, 216, 218, 220, 222, 224, 226, 228, 230, 232, 238, 240, 242, 244, 246, 254, 256, 258, 260, 262, 264, 266 Grand Canyon Drive and 6602, 6604, 6606, 6608, 6610, 6612, 6614, 6616, 6618, 6620, 6622, 6624, 6626, 6628, 6630, 6632, 6634, 6636, 6638, 6640, 6642, 6644, 6646, 6648, 6650, 6652 Offshore Drive, all in Madison, Wisconsin 53705.
- 1.04 **Creation of Condominium.** Parkwood Village Condominiums, a partnership (the "Declarant"), by those documents described in Exhibit A, subjected the property described therein to the Declaration and to Chapter 703 of the Wisconsin Statutes (the "Condominium Ownership Act"). As of January 1, 1993, operation of Parkwood Village was turned over by the declarant to the Parkwood Village Homeowners Association.

ARTICLE II
DESCRIPTION OF UNITS

2.01. Identification of Units. The Condominium shall have two types of "Units", Type 1 and Type 2, both of which are referred to herein as "Units." The Condominium consists of 96 units (individually a "Unit" and collectively the "Units") located in the buildings (individually, a "Building" and, collectively, the "Buildings") identified on the Condominium Plat recorded February 6, 1981 as Document No. 1697731, together with the Common Elements as described in Article III. The Condominium Plat shows the layout, boundaries, and dimensions of each Unit. The Units are identified on the Condominium Plat. Each owner of a Unit is referred to as a "Unit Owner." When a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

Several Units in the Condominium, were constructed over or adjacent to the perimeter of a former landfill. In 1987 the City Engineering Division inspected a majority of these Units and found moderate to serious damage due to settling of the soils over said landfill in three Buildings (comprising 17 Units). Five units (234, 236, 248, 250 and 252) with serious damage were razed by the Declarant and deleted from the Condominium and Condominium Plat by the Amended Declaration recorded as Document No. 2617351. The remaining 12 Units shall be classified as "Type 1 Units".

- a. **Type 1 Units.** Units 218-238 and 246-256 Grand Canyon Drive (inclusive) shall be Type 1 units.
- b. **Type 2 Units.** Units 2-216, 240-244, 258-266 Grand Canyon Drive (inclusive); and 6602 - 6652 Offshore Drive (inclusive) shall be Type 2 Units.

2.02. Boundaries of Units. The boundaries of each Unit shall be as follows:

- (a) **Upper Boundary.** The upper boundary of the Unit shall be the interior lower surface of the wood sheeting of the roof above the highest level of the Unit consisting of the living areas and garage, extended to an intersection with the perimetrical boundaries.
- (b) **Lower Boundary.** The lower boundary of the Unit shall be the lower surface of the concrete floor of the lowest level of the Unit consisting of the basement and garage, extended to an intersection with the perimetrical boundaries.
- (c) **Perimetrical Boundary.** The perimetrical boundaries of the Unit shall be the vertical planes of the inside surface of the studs supporting the interior walls, in either case extending to intersections with each other and with the upper and lower boundaries.
- (d) **Shared Wall Boundary.** In the case of common walls which each of the units (except Unit 238) share with one another the Perimetrical Boundary shall be the vertical plane of the common wall's mid-point measured along a line which is perpendicular to the face of the wall.

2.03. Additional Items Included as Part of Unit. The Unit shall also include each of the following items that serve such Unit exclusively, whether or not located within the boundaries described in section 2.02:

- (a) Windows, doors, and overhead garage doors (with all opening, closing, and locking mechanisms and all hardware) that provide direct access to or within the Unit.
- (b) Interior lights, light fixtures and the electrical box and wires servicing them.
- (c) Any exterior light fixture, outlet or switch and the wires servicing them. As an exception the light fixture at the front porch and the light fixture adjacent to the overhead garage door will remain as part of the Common Elements to be maintained by the Association.
- (d) Cabinets.
- (e) Floor, wall, baseboard, or ceiling electrical outlets and switches, the junction boxes and wires serving them.
- (f) Telephone, fax, cable television, computer, Internet, stereo, or other sound systems, if any, including outlets, switches, hardware, and other appurtenances serving them.
- (g) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving more than one (1) Unit.
- (h) The heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit.
- (i) Foundations and Footings. Type 1 Units shall also include the concrete foundation walls and footings for both the basement and garage.
- (j) Bay Windows. If the bay window projects outward from the wall, then the space located within the bay window and the construction framing shall be part of the Unit.

2.04 Excluded Items. Specifically not included as part of a Unit are any portion of the plumbing, electrical, or mechanical systems of the Building serving more than one (1) Unit. Any plumbing, electrical, mechanical, and public or private utility lines running through a Unit that serve more than one Unit are Common Elements.

2.05 Condominium Not Classified in this Declaration. Pursuant to the right given to the Board of Directors under Section 703.15, Wis. Stats. to interpret the condominium documents, the Association's Board of Directors shall have the power to clarify the status of any item of property that is not clearly identified in this Declaration as part of a Unit, a Common Element, or a Limited Common Element.

ARTICLE III

COMMON ELEMENTS; LIMITED COMMON ELEMENTS

3.01. Common Elements. The common elements (the "Common Elements") are all of the Condominium except for the Units. The Common Elements include, without limitation, the following:

- (a) The Land;
- (b) The paved driveway, private streets and pedestrian walkways situated on the Land;
- (c) The main walls (which shall be defined as exterior walls and surfaces, front balconies, roof sheeting and shingles of the Buildings);
- (d) Any other portion of the improvements to the Land that is not part of a Unit as described above;

3.02. Limited Common Elements. Certain Common Elements as described in this Section or shown on the Condominium Plat shall be reserved for the exclusive use of the Unit Owners of one or more but less than all Units. Such Common Elements shall be referred to collectively as “Limited Common Elements.” All driveways, sidewalks, access ways, steps, stoops, balconies, decks, patios and fenced in patio areas attached to, leading directly to or from, or adjacent to each Unit are Limited Common Elements reserved for the exclusive use of the Unit or Units served.

Subject to rules adopted by the Board, unit owners may, at their expense, surface the patio areas immediately adjacent to their Unit or use them for plantings or gardening. Unit owners are responsible for the repair and maintenance of the patio areas and improvements located within the perimeter fencing. The fences are a Common Element and shall be maintained by the Association.

ARTICLE IV

PERCENTAGE INTERESTS; VOTING

- 4.01. Percentage Interests.** The undivided percentage interest in the Common Elements (the “Percentage Interest”) appurtenant to each Unit shall be as specified in Exhibit B (attached hereto).
- 4.02. Conveyance, Lease, or Encumbrance of Percentage Interest.** Any deed, mortgage, or other instrument purporting to convey, encumber, or lease any Unit shall be deemed to include the Unit Owner’s Percentage Interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.
- 4.03. Voting.** Each Unit shall have one (1) vote appurtenant to such Unit at meetings of the Association (as defined in Article V).
- 4.04. Multiple Owners.** If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws.
- 4.05. Limitations on Voting Rights.** No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner’s name and current mailing address, and the name and address of the Mortgagee of the Unit, if any, has been furnished to the secretary of the Association. The bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a Statement of Condominium Lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE V
CONDOMINIUM ASSOCIATION

5.01. General. All Unit Owners are members of the “Parkwood Village Homeowners Association, Inc.” (the “Association”). The Association has been organized as a Wisconsin nonstock corporation under Chapter 181 of the Wisconsin Statutes to act as the Condominium's association of unit owners under Section 703.15 of the Wisconsin Statutes.

The powers and duties of the Association shall include those set forth in the Association’s articles of incorporation (the “Articles”) and bylaws (the “Bylaws”), Chapter 703, Wisconsin Statutes (the “Condominium Ownership Act”), this Declaration, and Chapter 181, Wisconsin Statutes (the “Wisconsin Nonstock Corporation Law”). All Unit Owners, Tenants of Units, and all other persons and entities that in any manner use the or any part thereof shall abide by and be subject to all provisions of all rules and regulations of the Association (collectively, the “Rules and Regulations”), this Declaration, the Articles, and Bylaws. The Association’s Board of Directors shall have the exclusive right to promulgate the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners.

5.02. Board of Directors. The affairs of the Association shall be governed by a Board of Directors. Except to the extent otherwise provided in the Wisconsin Statutes, this Declaration, or the Association's Articles and Bylaws, all actions by the Association shall be taken by its Board of Directors.

5.03. Maintenance and Repairs.

(a) **By Association.** The Association shall be responsible for the management and control of the Common Elements plus the painted surface of the overhead garage door and shall maintain the same in good, clean, and attractive order and repair, and shall have an easement over the entire Condominium for the purpose of carrying out these responsibilities. The Association shall be responsible for repairing and replacing any Common Element when necessary. Such repairs and maintenance shall exclude the patio areas inside the fencing perimeter of each Unit.

(b) **Damage Caused by Settling.** When active settling is occurring, the Association will enact repairs to stabilize the foundations. A Unit shall be considered as actively settling when a foundation wall has settled more than one inch relative to an adjoining section of foundation wall which is eight feet away or less, over a six-month period. Such repairs shall be limited to stabilizing the foundation walls to help reduce the likelihood of further settling or movement. Foundation stabilization repairs at Units with lesser amounts of active settling will require Board and membership approval. The Unit Owner shall be responsible for the cost of repairs to any other portion of the Unit related to or caused by settling or necessary to facilitate repairs to the Common Elements made by the Association.

Exception: If the active settling is occurring in a Type 1 Unit the Association will only cover 50% of the repair costs to stabilize the foundations (which are part of the Unit per **Section 2.02 (d)**) up to a maximum of \$9,000 per Unit. The \$9,000 is a lifetime limit and includes all amounts paid by the Association commencing on January 1, 2018. The limit may be increased by the Association in its By Laws to an amount not exceeding inflation as

calculated using the CPI. The Unit Owner of a Type 1 Unit shall be responsible for the cost of stabilizing the foundation that is in excess of the portion covered by the Association.

- (c) **By Unit Owner.** Each Unit Owner shall be responsible for the maintenance, repair, and replacement of the Unit and all other improvements constructed within the Unit or located within the fenced in patio areas, except to the extent any repair cost is paid by the Association's insurance policy as described herein. Such maintenance shall exclude the painted surface of the overhead garage door. The Unit Owner shall be responsible for the maintenance (but not the repair or replacement of) balconies appurtenant to the Unit.

Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements or adjoining Unit(s), the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing before the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 5.07.

- (d) **Damage Caused by Unit Owners.** To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, Tenant, or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, Tenant, or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof), or (iii) the Association must restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such Tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement, and restoration.
- (e). **Authority of Association.** In general, the Association is responsible for the maintenance, repair, and replacement of the Common Elements. Some of these elements may be more appropriately or equitably maintained, repaired or replaced by Unit Owners. To the extent not inconsistent with this Declaration, the Association may, in its Bylaws, adopt provisions relating to responsibility for the maintenance, repair and replacement of the Units, Common Elements and Limited Common Elements, as well as other provisions not specifically provided for in this Declaration.

5.04. Common Expenses. Any and all expenses incurred by the Association in connection with the management, maintenance, repair, and replacement of the Condominium, maintenance of the Common Elements and other areas described in Section 5.03, and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: fence staining and repairs; siding, fascia, roofing, brick and gutter repairs; landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services provided to the Common Elements;

water/sewer utility services provided to all Units; trash collection; and maintenance and management expenses.

5.05. General Assessments. The Association shall levy monthly general assessments (the “General Assessments”) against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their Percentage Interests. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a Statement of Condominium Lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act.

5.06 Reserve Assessment. The Association shall levy monthly reserve assessments (the “Reserve Assessments”) against the Unit Owners for the purpose of maintaining a Reserve Fund* covering major repairs and replacement of the Common Elements that do not occur on an annual basis, for contingencies and for making up any deficit in the Common Expenses for any prior year.

**The Association at its November 10, 2005 Annual Meeting voted in favor of maintaining a non-statutory reserve fund.*

5.07. Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the “Special Assessments”) against the Unit Owners, or any of them, for any provision as provided for in this Declaration, the By Laws, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a Statement of Condominium Lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

5.08. Common Surpluses. If the surpluses of the Association (the “Common Surpluses”) should be accumulated, other than surpluses in any construction fund as described in Section 8.06, such Common Surpluses may be credited against the Unit Owners’ General Assessments in proportion to their respective Percentage Interests or may be used for any other purpose as the Association may determine.

5.09. Certificate of Status. The Association shall, upon the written request of an Owner, purchaser, or Mortgagee of a Unit (as defined below), issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

5.10. Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the “Manager”) under which services may be provided to the Association. Such services may include, without limitation, provision of activity programs, general repairs and maintenance; and housekeeping services. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Owners as a Common Expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes.

ARTICLE VI

ALTERATIONS AND USE RESTRICTIONS

- 6.01. Unit Alterations.** A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, and do not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association. Any approved improvement or alteration that changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.
- 6.02. Use and Restrictions on Use of Unit.** Each Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. A Unit shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include (1) persons related by birth, marriage, or legal adoption, or (2) a person and his or her foster children, or (3) two unrelated adults and the minor children of each) plus no more than two unrelated persons. Unit Owners may engage in home occupations as permitted by the City of Madison ordinances so long as said occupation does not generate substantial pedestrian or vehicular traffic or create a nuisance.
- 6.03. Nuisances.** No nuisances shall be allowed on the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 7.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.
- 6.04. Lease of Units.** A Unit Owner may lease a unit in the Condominium subject to the rules adopted by the Association. Any lessee is subject to the rules of the Association for use of the Unit, Common Elements, and Limited Common Elements. The Owner is responsible for the actions of his/her Tenants.

ARTICLE VII

INSURANCE

- 7.01. Fire and Extended Loss Insurance.** The Board of Directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements and all structural wood framework in the Unit, and the Association's service equipment, supplies and chattel. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for their Unit (with the exception of the structural wood framework) and all improvements located therein for not less than the full replacement value thereof. The Association's insurance coverage shall be reviewed and adjusted by the Board of Directors from time to time to ensure that the required coverage is at all times provided.

The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective Percentage Interests, and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article VIII.

- 7.02. Public Liability Insurance.** The Board of Directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective Percentage Interests. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.
- 7.03. Fidelity Insurance.** The Association shall maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.
- 7.04. Directors' and Officers' Insurance.** The Association shall maintain insurance on behalf of any person who is or was a director or officer of the Association against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such. Such coverage shall be in the minimum amount of at least \$1,000,000, or such higher minimum amounts as are needed in the discretion of the Association to comport with the prevailing commercial practice.
- 7.05. Mutual Waiver of Subrogation.** Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.
- 7.06. Standards for All Insurance Policies.** All insurance policies provided under this Article IX shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest

edition of Best's Key Rating Guide, unless the Board of Directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE VIII
RECONSTRUCTION, REPAIR, OR SALE IN
THE EVENT OF DAMAGE OR DESTRUCTION

8.01. Determination to Repair or Reconstruct

- (a) **Over 50% Tenantable; Sufficient Insurance Proceeds Available.** If (a) the Common Elements are damaged (b) the Association determines that over fifty percent (50%) of the Units are tenantable, and (c) that insurance proceeds are available in an amount equal to or greater than ninety percent (90%) of the cost to repair and reconstruct the Common Elements, the Association 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 to the extent provided in Section 8.03.
- (b) **50% Tenantable; Insufficient Insurance Proceeds Available.** If (a) the Common Elements are damaged, (b) the Association determines that at least fifty percent (50%) of the Units are tenantable and (c) that insurance proceeds are not available in an amount equal to or greater than ninety percent (90%) of the cost to repair and reconstruct the Common Elements, the Association shall promptly call a special meeting of the Association's members. At the special meeting, the Unit Owners shall vote whether to subject the Condominium to an action for partition. If seventy-five percent (75%) of the total votes are cast in favor of subjecting the Condominium to an action for partition, then the Condominium shall be subjected to such action. If fewer than seventy-five percent (75%) of the total votes are cast in favor of subjecting the Condominium to an action for partition, then the Association 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 to the extent provided in Section 8.03.
- (c) **Less than 50% Tenantable.** If the Common Elements are damaged and the Association determines that over fifty percent (50%) of the Units are not tenantable, the Association shall promptly call a special meeting of the Association's members. At the special meeting, the Unit Owners shall vote whether to subject the Condominium to an action for partition. If seventy-five percent (75%) of the total votes are cast in favor of subjecting the Condominium to an action for partition, then the Condominium shall be subjected to such action. If fewer than seventy-five percent (75%) of the total votes are cast in favor of subjecting the Condominium to an action for partition then the Association 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 to the extent provided in Section 8.03.

- 8.02. Plans and Specifications.** Any reconstruction or repair of the Common Elements shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium, unless (a) the Unit Owners having at least a majority of the votes approve of the variance from such plans and specifications; (b) the Board of Directors authorizes the variance; and (c) in the case of reconstruction of or repair to any of the Units, the Unit Owners of the damaged Units authorized the variance. If a variance is authorized from the maps, plans,

and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

- 8.03. Damage to Units.** If the Condominium is damaged but not subjected to an action for partition as described in Section 8.01, then the responsibility for repair and reconstruction shall be completed pursuant to Section 5.03. Any insurance proceeds available to the Association after completion of the repair and restoration of the Common Elements shall be used to repair and restore the structural wood framework in the damaged Units. The Owner of the Unit shall be responsible for the remaining cost of repair and restoration of the Unit. In that case, the Unit Owner shall have the right to hire the contractors to repair and restore the Unit, subject, however, to the Association's right to approve the contractors prior to commencement of such work.
- 8.04 Insurance Proceeds and Construction Fund.** Insurance proceeds held by the Association as trustee pursuant to Section 7.01 shall be disbursed by the Association for the repair or reconstruction of the damaged portions of the Common Elements. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged portions of the Common Elements have been completely restored or repaired as set forth in Section 8.06.
- 8.05 Assessments for Deficiencies.** If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments for repair of the damaged Common Elements shall be in proportion to each Unit Owner's Percentage Interest. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.
- 8.06. Surplus in Construction Funds.** All insurance proceeds, condemnation awards, and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damaged portion of the Condominium are referred to herein as "Construction Funds." It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective Percentage Interests.
- 8.07. Partition and Sale Upon Consent.** If following damage or destruction described in Section 8.01, the Unit Owners having Seventy-Five Percent (75%) or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for Dane County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to the Percentage Interest that is appurtenant to each Unit.
- 8.08. Mortgagees' Consent Required.** No vote cast by a Unit Owner in favor of partitioning the Condominium under Section 8.01 shall be effective unless it is consented to by the Mortgagee (if any) holding the first lien against the Unit.

**ARTICLE IX
MORTGAGEES**

- 9.01. Notice.** Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the “Mortgagee”) that has so requested of the Association in a writing received by the Association’s agent for service of process shall be entitled to receive notice of the following matters:
- (a) The call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles, or the Bylaws.
 - (b) After thirty (30) days, any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles, or Bylaws or any rules and regulations by the Unit Owner whose Unit is subject to the mortgage or land contract.
 - (c) Any physical damage to the Condominium in an amount exceeding five percent (5%) of its replacement value.
- 9.02. Amendment of Provisions Affecting Mortgagees.** Notwithstanding the provisions of Article X of this Declaration, no provision in Section 8.08 or Article IX requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.
- 9.03. Owners of Unmortgaged Units.** Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a “Mortgagee” as well as a “Unit Owner” for purposes of such provision.
- 9.04. Condominium Liens.** Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than six (6) months of the Unit’s unpaid dues and assessments accrued before the date on which the holder acquired title.

**ARTICLE X
AMENDMENT**

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. No Unit Owner’s consent shall be effective without the consent of the first mortgagee of such Unit. Copies of amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Dane County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association.

**ARTICLE XI
REMEDIES**

- 11.01 Procedure.** The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to

violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period that shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the City of Madison or Dane County to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30)-day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article V), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30)-day period for consideration of the petition by the Association.

11.02 Costs and Fees. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration.

11.03 Distribution of Damages. Any damages collected by the Association shall be distributed, first, to pay all costs of enforcement, and, secondly, to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article V. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

ARTICLE XII

GENERAL

12.01. Utility Easements. The Association acting by and in the discretion of its Board of Directors, the rights to grant to the City of Madison and Dane County or public or semi-public utility companies, easements and rights-of-way for the erection, construction, and maintenance of all poles, wires, pipes, and conduits for the transmission of electricity, gas, water, telephone, and for other purposes, for sewers, stormwater drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

- 12.02. Right of Entry.** By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in Section 5.03. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the Board of Directors.
- 12.03. Notices.** All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) Unit Owner regardless of the number of Unit Owners who have an interest therein. All Unit Owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents, and any notice given by the Association to a Unit Owner at such address shall be valid.
- 12.04. Severability.** The provisions this Declaration are independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.
- 12.05. Resident Agent.** The name and address of the Association's resident agent under Section 703.23 of the Wisconsin Statutes is Louis Glauner, Coal Morton, Inc., 2318 Superior Street, Madison, WI 53704. The Association may change the resident agent in any manner permitted by law.
- 12.06. Conflicts.** If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws, and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

EXHIBIT A

**IDENTIFICATION OF DECLARATION, PLAT
AND AMENDMENTS TO EACH**

1. Declaration of Condominium recorded February 18, 1981 as Document No. 1697730
Volume 2589 Pages 59-67.
2. Condominium Plat recorded February 18, 1981 as Document No. 1697731.
Volume 2589 Pages 68-86.
3. Affidavit correction Legal Description in Declaration recorded February 19, 1981 as Document
No. 1697880 Volume 2593 Page 22.
4. Amendment to Condominium Plat recorded February 19, 1981 as Document No. 1697881.
Volume 2593 Page 23- 26.
5. Affidavit correction Condominium Plat recorded March 10, 1981 as Document No. 1699515.
Volume 2630 Page 13.
6. Restated Declaration of Condominium recorded July 15, 1994 as Document No. 2617351
Volume 27957 Pages 56-65.

EXHIBIT B

To the Declaration of Condominium of Parkwood Village, a Condominium

| Unit | Percentage | Unit | Percentage | Unit | Percentage |
|------|------------|------|------------|------|------------|
| 2 | 1.057 | 128 | 1.057 | 256* | 1.057 |
| 4 | 1.057 | 130 | 1.057 | 258 | 1.057 |
| 6 | 1.008 | 132 | 1.057 | 260 | 1.057 |
| 8 | 1.008 | 134 | 1.057 | 262 | 1.057 |
| 10 | 1.008 | 136 | 1.008 | 264 | 1.057 |
| 12 | 1.008 | 138 | 1.008 | 266 | 1.057 |
| 14 | 1.057 | 140 | 1.057 | 6602 | 1.057 |
| 16 | 1.057 | 142 | 1.057 | 6604 | 1.057 |
| 18 | 1.008 | 144 | 1.008 | 6606 | 1.057 |
| 20 | 1.008 | 146 | 1.008 | 6608 | 1.057 |
| 22 | 1.057 | 202 | 1.057 | 6610 | 1.008 |
| 24 | 1.057 | 204 | 1.057 | 6612 | 1.008 |
| 26 | 1.057 | 206 | 1.008 | 6614 | 1.057 |
| 28 | 1.057 | 208 | 1.008 | 6616 | 1.057 |
| 30 | 1.008 | 210 | 1.057 | 6618 | 1.057 |
| 32 | 1.008 | 212 | 1.057 | 6620 | 1.057 |
| 34 | 1.057 | 214 | 1.057 | 6622 | 1.057 |
| 36 | 1.057 | 216 | 1.057 | 6624 | 1.057 |
| 38 | 1.057 | 218* | 1.008 | 6626 | 1.008 |
| 102 | 1.057 | 220* | 1.057 | 6628 | 1.008 |
| 104 | 1.057 | 222* | 1.057 | 6630 | 1.008 |
| 106 | 1.008 | 224* | 1.057 | 6632 | 1.008 |
| 108 | 1.008 | 226* | 1.057 | 6634 | 1.057 |
| 110 | 1.008 | 228* | 1.057 | 6636 | 1.057 |
| 112 | 1.008 | 230* | 1.057 | 6638 | 1.057 |
| 114 | 1.008 | 232* | 1.057 | 6640 | 1.057 |
| 116 | 1.008 | 238* | 1.057 | 6642 | 1.057 |
| 118 | 1.057 | 240 | 1.057 | 6644 | 1.057 |
| 120 | 1.057 | 242 | 1.008 | 6646 | 1.057 |
| 122 | 1.057 | 244 | 1.008 | 6648 | 1.057 |
| 124 | 1.057 | 246* | 1.057 | 6650 | 1.057 |
| 126 | 1.057 | 254* | 1.057 | 6652 | 1.057 |

* Type 1 Units

EXHIBIT C
Tax Parcel Numbers

Unit.... Parcel #
Grand Canyon Drive
2 070824310167
4070824310175
6070824310183
8070824310191
10070824310208
12070824310216
14070824310224
16070824310159
18070824310141
20070824310133
22 . . .070824310125
24070824310117
26070824310232
28070824310240
30070824310258
32070824310266
34 070824310274
36 070824310282
38070824310290
102 ... 070824310018
104 .. 070824310026
106 .. 070824310034
108070824310042
110070824310050
112 ... 070824310068
114070824310076
116 .. 070824310084
118 ... 070824310092
120070824310109
122 ... 070824310357
124 .. 070824310349
126 . 070824310331

Unit.... Parcel #
Grand Canyon Drive
128..... 070824310323
130.. .070824310315
132..... 070824310307
134 .. 070824311016
136..... 070824311024
138..... 070824311032
140..... 070824311040
142..... 070824311058
144..... 070824311066
146..... 070824311074
202..... 070824311082
204... ..070824311090
206 . 070824311107
208 . 070824311115
210. . 070824311123
212. . 070824311131
214..... 070824311149
216..... 070824311157
218 . . 070824311214
220..... 070824311206
222..... 070824311199
224..... 070824311181
226..... 070824311173
228 070824311165
230... 070824311222
232..... 070824311230
238..... 070824311264
240 ... 070824311355
242.. 070824311347
244..... 070824311339
246..... 070824311321
254.... ..070824311280


Unit.... Parcel #
Grand Canyon Drive
256.....070824311272
258.....070824311363
260.. 070824311371
262070824311389
264... .070824311397
266.....070824311404
Offshore Drive
6602. 070824309011
6604..... 070824309029
6606 070824309037
6608. . . 070824309269
6610..... 070824309251
6612... .. 070824309243
6614..... 070824309235
6616..... 070824309227
6618..... 070824309219
6620..... . 070824309201
6622..... 070824309095
6624 070824309087
6626..... 070824309079
6628..... . 070824309061
6630.. . . 070824309053
6632 ... 070824309045
6634. 070824309102
6636 070824309110
6638..... 070824309128
6640..... 070824309136
6642... .. 070824309144
6644..... 070824309152
6646.. 070824309160
6648..... 070824309178
6650..... 070824309186
6652..... 070824309194

**CERTIFICATION OF AMENDED AND RESTATED
DECLARATION OF PARKWOOD VILLAGE, A CONDOMINIUM**

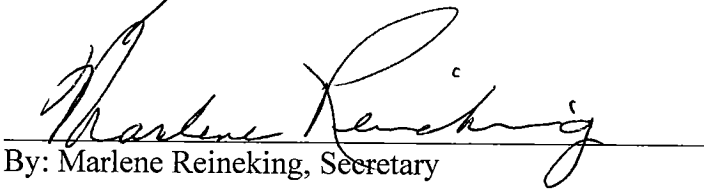
IN WITNESS WHEREOF, the undersigned, certify that the requisite consents and approvals for this Amended and Restated Declaration of Condominium, per Chapter 703 of Wisconsin Statutes, have been received and hereby execute this document.

DATED this 1 day of November, 2021

Parkwood Village, a Condominium



By: Shelby Lofthus, President



By: Marlene Reineking, Secretary

ACKNOWLEDGMENT

STATE OF Wisconsin)

) ss.

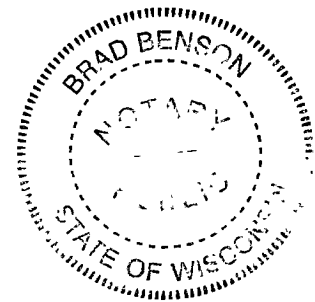
County of Dane)

Personally came before me this 1 day of November, 2021, the above named Shelby Lofthus and Marlene Reineking, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Notary Public, State of Wisconsin

My commission expires: 1-9-22



Drafted by:
Attorney Ethan Miller
State Bar No. 1045951