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Resolution to Amend Declaration, and Plat of
PARKWOOD VILLAGE HOMEOWNERS ASSOCIATION

REGISTER OF DEEDS
DANE COUNTY WI

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WHEREAS, it appears that 17 Units in Parkwood Village, a Condominium, were constructed over or adjacent to the perimeter of a former landfill; and

WHEREAS, many of the said 17 Units have been damaged because of settling of the soils over said landfill; and

WHEREAS, Parkwood Village Condominiums, a partnership owns all 17 Units and wishes to raze the five most severely affected Units and to sell the remaining 12 Units; and

WHEREAS, the Parkwood Village Homeowners Association, Inc wishes to be released from any responsibility for the repair of any damage caused by the settling of the underlying land; and

WHEREAS, as of Jan 1, 1993, operation of Parkwood Village, a Condominium, was turned over by the original declarant to the Parkwood Village Homeowners Association; and

WHEREAS, Parkwood Village Condominiums and Parkwood Village Homeowners Association have agreed on the adoption of the following amendments;

NOW, THEREFORE, that the following amendments to the Declaration of Condominium for Parkwood Village, and Code of By-Laws, and to the plat thereof, was submitted to the members of the Association and the mortgagees and approved by majority vote:

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RETURN TO:
Thomas M. LaFlour
P.O. Box 230
MADISON, WI 53701

DECLARATION Amendments

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1. Section A. - Submission to Act is unchanged.

The undersigned, being the managing partner and authorized agent of the general partnership which owns the property described herein, by the recording of this instrument subjects the described property to the provisions of Chapter 703, Wisconsin Statutes, the Wisconsin Condominium Ownership Act.

2. Section B. - Name, Address is unchanged.

The name of the Condominium is "Parkwood Village, a Condominium". Its address is 2-288 Grand Canyon Drive and 8802-8852 Offshore Drive, Madison, Wisconsin, 53705. Its operations are controlled by the Parkwood Village Homeowners Association.

3. Section C. - Legal Description is unchanged.

The legal description of the property on which the Condominium is located and which Declarant hereby subjects to the provisions of the Wisconsin Condominium Ownership Act and this declaration is:

A parcel of land being 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 S36°50'05" W, 510.80 feet to a point of curve; thence southwesterly on a curve to the left which has a radius of 288.00 feet and a chord which bears S32°51'05"W, 30.99 feet; thence S89°00'08"W, 174.61 feet; thence N00°34'40"E, 845.37 feet; thence S88°28'19"E, 189.78 feet; thence S74°32'23"E, 405.14 feet; thence S00°45'19"E, 122.07 feet; thence S28°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 288.00 feet and a chord which bears S64°38'34"W, 172.05 feet to the point of beginning, all located in the SW 1/4 of Section 24, T7N, R8E, City of Madison, Dane County, Wisconsin.

4. Section D. - Definitions and Descriptions is repealed and recreated as follows:

In this Declaration the following words are defined as set forth below:

1. Unit "Unit" is that part of the Condominium designed and intended for the exclusive independent use of its owner, its owner's family, and those persons authorized or invited to use it by its owner. The Condominium shall have two types of "Units", Type 1 and Type 2, both of which are referred to herein as "Units."

a. Type 1 Units. Units 218-238 and 248-268 (inclusive) shall be Type 1 units. The exterior boundaries of each cubicle comprising living space of a Type 1 Unit are the finished exterior surface of the perimeter walls (except common walls, if any) surrounding the cubicle, the finished upper surface of the roof above the uppermost story of the cubicle, and the lower surface of the floor of the lowest story of the cubicle. The exterior boundaries of that cubicle comprising the garage of a Type 1 Unit are the plane described by the exterior surface of its roof and the lower surface of its floor. The footings and all

structural components are included in each Type 1 Unit.

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The exterior boundary of the common wall which unit 248 shares with the adjoining Type 2 Unit and the exterior boundary of the common wall which each of the other Type 1 units (except Unit 238 share with one another shall be the mid-point of the common wall measured along a line which is perpendicular to the face of the wall.

Not included in each Type 1 Unit are all of the fixtures and mechanical systems of the building; and not specifically included in the "Unit" under c., below, whether located within or outside of the defined cubicle(s) of air.

b. Type 2 Units. A Type 2 Unit includes one or more contiguous or noncontiguous cubicles of air and the interior walls, ceilings and floors that surround them, including the basement and the garage.

Not included as part of the Type 2 Unit are those structural components of the building and any portions of the mechanical systems of the building, and not specifically named under c., below, which lie within the cubicle or cubicles of air comprising the unit.

c. In addition, a unit includes the following items serving the particular unit although they may be outside the defined area:

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

(ii) all wall- and ceiling-mounted electrical fixtures and recessed lights, and the junction boxes serving them;

(iii) all floor, wall, baseboard, and ceiling electrical outlets and switches, the junction boxes serving them, and the electrical wiring out to the electrical main;

(iv) the cable television connection to the unit and the junction box serving it;

(v) all plumbing fixtures and the piping, valves, and other connecting and controlling materials or devices serving the unit exclusively and lying between the fixtures and the main water or sewage lines;

(vi) the furnace and ducts and other connecting and controlling materials and devices located within the unit or lying between the unit and the furnace;

(vii) the air conditioners serving the unit, including the compressor, fans, and the ducts, conduits, and wiring devices associated with it; and

(viii) any flues, chutes, and ducts serving the unit exclusively.

d. Units are identified by number and location on the Condominium Plat of Parkwood Village. This description includes the interests pertaining to the unit in the Common Elements and Limited Common Elements and the rights and obligations of unit owners created under this Declaration and other documents related to the Condominium.

2. **Common Elements.** "Common Elements" are all those portions of the Condominium which are not included in the definition of the unit, and include the tangible personal property used in the operation, maintenance, and management of the Condominium. The Common Elements are available for the use and enjoyment of or service to owners of all units, their families, and those persons authorized or invited to use them.

3. **Limited Common Elements.** "Limited Common Elements" are those Common Elements reserved for the exclusive use and enjoyment of the owners of one or more-but not all-units, their families, and persons authorized or invited to use them by unit owners.

a. Limited Common Elements and the unit or units to which their use is reserved are identified on the Condominium Plat of Parkwood Village.

b. Limited Common Elements at Parkwood Village include the patio or patios immediately adjacent to the units. Subject to rules adopted by the Association, unit owners may, at their expense, surface the patio areas or use them for plantings or gardening. Unit owners are responsible for the repair and maintenance of the patio areas within the perimeter fencing. The fences are the responsibility of the Homeowners Association.

4. **Association.** "Association" is Parkwood Village Homeowners Association, a non-stock, non-profit Wisconsin corporation. All owners of units in Parkwood Village, a Condominium, are members of the Association and subject to the Articles of Incorporation, By-Laws, and rules adopted by it for the use and management of the Condominium. As members of the Association, unit owners assign the management of the Common Elements of the Condominium to the Association. Subject to the reservation of rights to Declarant, the policies of the Association are established by a Board of Directors elected by its members and executed by a retained manager.

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

6. **Declarant.** "Declarant" was originally Parkwood Village Condominiums, a partnership, its successors or assigns. In its original Declaration, the partnership noted: "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. Such assignment and declaration to the Parkwood Village Homeowners Association was put into effect Jan. 1, 1993.

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. The term is used herein in the singular although the ownership interest in a particular unit may be held by more than one person.

5. Section E - Appurtenant Interests and Obligations is repealed and recreated as follows:

1. **Common Elements.** There is appurtenant to each unit of the Condominium an undivided interest in the Common Elements in the percentages set forth in Exhibit E.

2. **Common Expenses.** Each unit owner is liable for his/her share of expenses of the Association assessed against such unit. These expenses, referred to as Common Expenses, are allocated, based on the number of bedrooms, among the units.

a. Assessments of 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 such liens shall be as provided by law.

b. If any assessment of Common Expenses is delinquent and a statement of condominium lien has been recorded against a unit, the Association shall suspend the voting rights of the delinquent unit owner. A delinquency resulting in filing a statement of condominium lien against a unit constitutes an act of default under any mortgage secured by the unit.

c. Unpaid 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 mortgagor acquiring a unit by foreclosure or other remedies under its mortgage is not liable for Common Expenses accruing to the unit prior to that mortgagor's acquisition of the unit.

3. **Voting.** Each unit is entitled to one vote in the Association, subject to suspension as noted above. This vote is indivisible and may be cast by the unit owner or by proxy as permitted in the Association By-Laws.

4. **Repairs, Maintenance.** Each unit owner is responsible for the decoration, furnishing, housekeeping, repair, and maintenance of his/her unit and the Limited Common Elements whose use is reserved to the unit. The Association is responsible for the decoration, furnishing, housekeeping, repair, and maintenance of the Common Elements except as provided above. The unit owner may not alter the appearance or design of the exterior of the building or its use as a unit, the limited Common Elements reserved to it, or the Common Elements in a manner which adversely affects the exterior appearance of the building.

5. **Routine Common Maintenance.** The Association will provide the same routine maintenance for the Type 1 and Type 2 Units, limited to exterior painting, repair of fascia and soffit, roofing, caulking, eavestroughs, and downspouts. The owner of a Type 1 Unit shall be responsible for maintenance and repairs caused by settling. Common elements shall be repaired by the Association according to Section H.

6. F. Uses is unchanged.

The units and Common Elements of the Condominium may not be used so as to unreasonably interfere with the use and enjoyment of the Common Elements and their units by the other unit owners and no storage or activity which increases the insurance rates on the Condominium is allowed. Except as provided in this declaration, no

commercial activity may be conducted at the Condominium. Home occupations are allowed to the extent permitted by Madison General Ordinances as amended and by rules adopted by the Association.

7. G. Service of Process is repealed and recreated as follows:

Service of process on the Condominium or the Association may be received by the person named by the Board of Directors. Such designation is effective when the name and address of the designee is filed with the Secretary of State of the State of Wisconsin.

8. H. Repair, reconstruction to Common Elements is repealed and recreated as follows:

1. Repair or reconstruction of common elements is the responsibility of the Parkwood Village Homeowners Association following these guidelines:

a. Routine repairs will be scheduled and paid by the Association.

b. Non-routine repairs up to \$1,000 may be paid by the Association, but prior approval by the Board of Directors is necessary, including the full cost in excess of available insurance proceeds. The Board may delegate this authority to the manager.

c. Non-routine repairs up to \$10,000 may be paid by the Association, but prior approval by the Board of Directors is necessary and may not be delegated, including the full cost in excess of available insurance proceeds. The Board may require up to three bids for the work, and may specify that one bid will be from a contractor selected by the Board.

d. Non-routine repairs beyond \$10,000 and in excess of the available insurance proceeds shall be approved only by a majority vote of Association members at a meeting called by the Board.

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

3. If not insured in an adequate amount, the Association may 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 or consent sufficient under Section Q hereof to amend this Declaration it is agreed to remove the property from the provisions of the Wisconsin Condominium 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 the Declaration, subject to the rights and priorities of mortgagees and other lien holders.

9. I. Insurance is repealed and recreated as follows:

1. The Association shall maintain multi-peril property insurance at full insurable value based on replacement cost on all of the common elements of the condominium and on the exterior structure components (walls, roof,

foundation) of the Type 1 Units. This is to include fire and extended coverage and all other types of coverage commonly maintained under an all-risk policy of property insurance. Except as otherwise provided in this Section 1, the Association shall not insure any part of a unit, insurance coverage for which shall be the responsibility of the owner of each Unit. 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 reserves.

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.

10. J. Expansion is unchanged.

There is no right to expand the Condominium.

11. K. Leasing units is unchanged.

A unit owner may lease a unit in the Condominium subject to any 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.

12. L. Changes in units is unchanged.

1. A unit owner may make improvements and alterations within a unit provided that, if it involves the movement, alteration, removal, or construction of a wall, it must be approved by the Association's Board of Directors.

2. Any such improvement or alteration which is made shall be evidenced by the recording of the modification to the Condominium Plat of Parkwood Village before it is effective. A modification shall require only those procedures required by law and this Declaration and shall not be considered an amendment as provided for in Section Q.

3. 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, shall be borne by the unit owners involved in the changes.

4. No such change may alter the exterior appearance of the unit or the Condominium; impair the structural integrity of the unit, the building, 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, or reduce their value; or impair or restrict any easement or other right in and to the property.

13. M. Remedies is unchanged.

The Association has all remedies available 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 \$150 may be assessed for each violation.

14. N. Certificates is unchanged.

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.

15. O. Condominium Act is unchanged.

The provisions of Chapter 703, Wisconsin Statutes, are incorporated by reference into this Declaration.

16. P. Reserved Rights; Turnover is repealed and recreated as follows:

The original declarant provided: "Until a date thirty (30) days after conveyance to purchasers of units whose aggregate appurtenant percentage interests in the Common Elements equal seventy-five percent (75) or three (3) years from the sale of the first unit to a unit owner, whichever is earlier, Declarant reserves the right to appoint and remove officers and directors of the Association and to exercise the powers and responsibilities of the Association and its officers. Notwithstanding this reservation, Declarant shall permit unit owners and those persons having made accepted offers to purchase units to elect one third (1/3) of the total number of directors on the Board of Directors of the Association. At such time as this reservation of control terminates, and Declarant may advance the termination at its discretion, control of the Association shall be turned over to the unit owners; provided, so long as Declarant has any unit not yet sold to a unit owner it reserves the right to name one director to the Board of Directors. Notwithstanding any provisions herein to the contrary, declarant reserves the right to continue development work in accordance with the plans for the condominium, conduct promotional and sales activities using unsold units and the Common Elements, amend this Declaration and the Condominium Plat of Parkwood Village in technical and non-substantive matters without other consents or approvals, and do all other acts it deems necessary in connection with the development of the Condominium and sale of units so long as these do not violate the rights of unit owners or their mortgagees or unreasonably interfere with the use and enjoyment of the units and Common Elements. Declarant, and after turnover the Association, reserves an easement over the entire Condominium to effect repairs, provide services and perform functions authorized or assigned to them by this Declaration. Declarant reserves the right to grant easements over, through or under any part of the Condominium for the benefit of the Condominium as a whole or any part thereof." As of Jan 1, 1993, operation of Parkwood Village was turned over by the original declarant to the Parkwood Village Homeowners Association.

17. *Q. Amendments is repealed and recreated as follows:*

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Except as otherwise provided herein, this declaration may only be amended by written consent of the owners of not less than two-thirds of the unit and the approval of their mortgagees, if any. No such amendment may substantially impair the security of any mortgage without the written consent of the mortgagee of such unit. Any amendment of this Declaration and/or the Condominium Plat of Parkwood Village shall be effective only upon recording of an instrument containing the amendment and stating that the required votes or consents have been obtained, signed on behalf of the Association by its President and Secretary and duly acknowledged or authenticated as required by statute.

18. *Exhibit E to the Declaration of Condominium of Parkwood Village, a Condominium, is deleted and replaced with the attached Exhibit E.*

19. *The plat of Parkwood Village, a Condominium, shall be amended by deleting Units 234, 238, 248, 250 and 252.*

Executed at Madison, Wisconsin, this 11 day of July, 1994.

Signed by:

Name Marcia L. Spaulding Title President
Marcia L. Spaulding President

Name Carmen Elsner Title Secretary
Carmen Elsner Secretary

Signatures of Marcia L. Spaulding and
Carmen Elsner authenticated this 11
day of July, 1994

Thomas M. LaFleur
Thomas M. LaFleur
Title: MEMBER STATE BAR OF WISCONSIN

EXHIBIT E

To the Declaration of Condominium
of

Parkwood Village, a Condominium

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<u>Unit</u>	<u>Percentage</u>	<u>Unit</u>	<u>Percentage</u>	<u>Unit</u>	<u>Percentage</u>
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*	1.008	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

All others are Type 2 Units