

**DECLARATION**

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DECLARATION OF  
THE TRILLIUM,  
A Condominium

001565

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DECLARATION OF  
THE TRILLIUM,  
A Condominium

001566

This Declaration is made pursuant to the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes, by TRILLIUM HOMES, LLC, a Wisconsin limited liability company (hereinafter referred to as "Declarant"), being the sole owner of certain real estate located in the City of Madison, Dane County, Wisconsin, as described on the attached Exhibit A.

The purpose of this Declaration of Condominium is to submit the real estate and improvements above described to condominium ownership in the manner provided by the "Condominium Ownership Act," Chapter 703, Wisconsin Statutes.

ARTICLE I. DEFINITIONS

- A. The following words and terms used herein shall have the same meaning unless the context requires otherwise as follows:
1. "ASSOCIATION" or "ASSOCIATION OF UNIT OWNERS" means Trillium Homes Condominium Association, Inc., a Wisconsin nonstock corporation, of which all Unit Owners shall be members.
  2. "COMMON ELEMENTS" mean all of the condominium except its Units.
  3. "COMMON EXPENSES" and "COMMON SURPLUSES" mean the expenses and surpluses of the Association.
  4. "CONDOMINIUM" means the property subject to this Condominium Declaration having the name "The Trillium" and the address of 1 and 2 Craig Avenue, Madison, Wisconsin.
  5. "CONDOMINIUM INSTRUMENTS" mean the Declaration, Bylaws, plats and plans of the Condominium, together with any attached exhibits or schedules.
  6. "DECLARANT" means the owner who subjects its property to the Condominium Declaration.
  7. "DECLARATION" means the instrument by which a property becomes subject to the "Condominium Ownership Act," Chapter 703, Wisconsin Statutes ("the Act"), and that Declaration, as amended from time to time.

8. "LIMITED COMMON ELEMENTS" mean those Common Elements identified in the Declaration or on the Condominium Plat as reserved for the exclusive use of one or more but less than all of the Unit Owners.
9. "MAJORITY" or "MAJORITY OF UNIT OWNERS" means the Condominium Unit Owners with more than fifty percent (50%) of the votes assigned to the Units in the Condominium Declaration.
10. "MORTGAGE" means any first mortgage lien encumbering a Unit.
11. "MORTGAGEE" means the holder of any recorded mortgage encumbering one or more Units or a land contract vendor.
12. "PERSON" means any individual, corporation, limited liability company, partnership, association, trustee or other legal entity.
13. "PROPERTY" means the unimproved land, land together with improvements on it or improvements without the underlying land, which is the subject of this Declaration. Property may consist of noncontiguous parcels or improvements.
14. "UNIT" means that part of the Property subject to this Declaration intended for any type of independent use, comprised of one or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in a building together with all fixtures and improvements contained therein (i.e., each Unit includes the entire structure such that each individual house constitutes a Unit with no portion of that structure being considered a Common Element).
15. "UNIT NUMBER" means the number, letter or combination thereof, identifying a Unit in the Declaration.
16. "UNIT OWNER" or "OWNER" means a person, combination of persons, a partnership, a corporation, a limited liability company or other legal entity which holds legal title to a Unit or has equitable ownership as a land contract vendee and which owns an undivided interest in the Common Elements appurtenant to such Unit in the percentage specified and established in this Declaration.

## ARTICLE II. STATUTORY PROVISIONS

A. General Description of Buildings, Units and Common Elements.

1. The Condominium includes One Hundred Thirty-seven (137) buildings containing One Hundred Thirty-seven (137) Units (the "Units"). A numerical listing of all Units is set forth on Exhibit A-1 attached hereto, and the types of Units, with respect to floor plans, are depicted on the Plat and briefly described on Exhibit A-2 attached hereto. The Condominium, including the buildings and Units, is depicted on the Condominium Plat attached hereto as Exhibit B (the "Plat").
2. Each Unit location is shown on the Plat.
  - (a) A Unit includes one or more contiguous or noncontiguous cubicles of air at one or more levels of space having outer boundaries formed by the exterior surfaces of the perimeter walls, roof, foundation, windows, window frames, doors and door frames of the building, as those boundaries are shown on the building and floor plans contained in the Plat, together with all fixtures and improvements contained therein (i.e., each Unit includes the entire structure such that each individual house constitutes a Unit with no portion of that structure being considered a Common Element).
  - (b) Units are identified by number and location on the Plat and include the interests pertaining to the Unit in the Common Elements and Limited Common Elements and the rights and obligations created under this Declaration.
3. The Common Elements shall consist of all of the Condominium, with the exception of the individual Units, including, without limitation, the land on which the building or buildings are located, public utility lines, water and sewer laterals, the walks, parking spaces, cul-de-sacs, and landscaping. There are reserved for the exclusive use of the Unit Owner of each Unit at issue certain Limited Common Elements, specifically:

The area designated as a Limited Common Element on page 5 of the Plat surrounding each Unit. In addition, the garage building numbers G-1, G-2, G-3, G-4, G-5, G-6 and G-7 and the storage building number 1, all of which are designated on the Plat and floor plans, are Limited Common Elements appurtenant to Unit Number 2.

Any mortgage of a Unit shall also be deemed to automatically include the mortgagor's interest in the Common Elements and any applicable Limited Common Elements, regardless of whether the mortgagor's interest in such Common Elements and Limited Common Elements is specifically referred to in the mortgage at issue.

Any Unit Owner who has purchased a garage or storage unit (which are Limited Common Elements) may, subject to the rights of any existing mortgagee(s) grant the garage or storage unit by deed to any other Unit Owner. Thereafter, the grantor of such garage or storage unit shall have no further right to use the garage or storage unit.

- B. Percentage Interest Appurtenant to Each Unit. The percentage of undivided interest in the Common Elements appertaining to each Unit and its Unit Owner shall be the same. Therefore, each Unit and its Unit Owner has a common interest in the common area equal to the proportion that its Unit bears to the total number of Units in the Condominium development (i.e., each initial Unit Owner has a one hundred thirty-seventh (1/137) interest in the common areas, as shown on the attached Exhibit A-1).
- C. Number of Votes Appurtenant to Each Unit. There shall be one (1) vote appurtenant to each Unit. When more than one person holds an interest in any Unit, the vote for such Unit shall be exercised as the owners of that Unit, among themselves, may determine, but in no event may more than one (1) vote be cast with respect to any Unit. There can be no split vote, and only the person designated to cast the vote on the membership list maintained by the Association in accordance with the Bylaws of the Association may cast such vote.
- D. Restrictions on Use. The Units are intended for and restricted to residential use, and no more than four (4) individuals may occupy each Unit, except that if any applicable laws, rules, orders, ordinances or regulations are more restrictive as to the number of individuals occupying a Unit, then the Unit Owners shall comply with the more restrictive laws, rules, orders, ordinances and regulations. No single Owner, other than the Declarant or its successors or assigns or the City of Madison in connection with its "Affords Program," which is a rent-to-own program, may hold title to more than ten percent (10%) of the total Units in the Condominium. Nothing contained herein shall preclude any Unit Owner from renting out his Unit, except that, once all eighty-six (86) Units being sold by Trillium Homes II, LLC ("Trillium II") have been sold, no more than forty percent (40%) of the Units in the Condominium may be rented at any one time. Additional restrictions, including, but not limited to,

restrictions as to the placing of "For Rent" signs in, on or about any Unit or any of the Common Elements, shall be as contained in the Rules and Regulations, as they may from time to time be promulgated in accordance with the terms of the Bylaws.

- E. Service of Process. The person who receives service of process for the Association shall be the President of the Association, or, at the President's option, the Association's legal counsel. The current registered agent is F & L Corp., and the address for that registered agent is 150 E. Gilman Street, Madison, WI 53703. Any change in the registered agent shall be effective upon execution of a resolution by the Board of Directors of the Association and proper filing of any such change with the office of the Wisconsin Department of Financial Institutions.
- F. Damage or Destruction. In the event of partial or total destruction of the Property, the damaged or destroyed Property shall be rebuilt and/or repaired as soon as practicable and substantially to the same design, plan and specifications as at the time of the initial sale of the Unit by the Declarant, unless within sixty (60) days after such partial or total destruction at least ninety percent (90%) of the total number of Unit Owners entitled to vote agree not to repair, restore and/or rebuild. In such event, the provisions of Section 703.18 of the Wisconsin Statutes (1995-96) shall be applicable. On reconstruction, the design, plan and specifications of any building or Unit may vary from that of the original, including the option to construct an upper level on a Unit, upon approval of three-fourths (3/4) of the Unit Owners entitled to vote, provided, however, that the number of square feet of any Unit may not vary from the number of square feet for such Unit as originally constructed, except in the event an upper level is approved and constructed, and the location of the buildings shall be the same as prior to damage or destruction. Notwithstanding anything to the contrary contained in this paragraph, all rights referenced in this paragraph are subject to the rights of the first Mortgagee.
- G. Procedure for Reconstruction and Repair of Common Elements.
1. Cost Estimates. Immediately after a fire or other casualty causing damage to any part of the Common Elements, the Board of Directors shall obtain detailed estimates of reconstruction and repair costs so as to restore the Common Elements to a condition as good as that existing before such fire or other casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary or desirable.

2. Assessments. If the proceeds of insurance maintained by the Board of Directors are not sufficient to defray the estimated costs of reconstruction and repair, or if at any time during reconstruction and repair the funds for the payment thereof are insufficient, special assessments in sufficient amounts to provide payment of such costs shall be levied by the Board of Directors against all Unit Owners in proportion to the respective percentage interests of all Units, notwithstanding anything to the contrary contained in Section 4 of Article XI of the Association's Bylaws. Such special assessments shall not require the approval of the Association, anything in this Declaration or the Association's Bylaws to the contrary notwithstanding.
3. Plans and Specifications. Any reconstruction or repair of the Common Elements in accordance with this Article shall be made substantially in accordance with the plans and specifications under which the Common Elements originally were constructed, subject to the requirements of applicable law at the time of such reconstruction or repair and subject to the provisions of Section F of Article II, above.
4. Disbursements.
  - (a) Construction Fund. The net proceeds of insurance collected on account of casualty, together with any sums received by the Board of Directors from collections of special assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner: If the estimated cost of reconstruction and repair is One Hundred Thousand Dollars (\$100,000.00) or less, then the construction fund shall be disbursed in payment of such costs upon order of the Insurance Trustee as defined below; if the estimated cost of reconstruction and repair is more than One Hundred Thousand Dollars (\$100,000.00), then the construction fund shall be disbursed in payment of such costs upon order of the Insurance Trustee and approval of an architect qualified to practice in the State of Wisconsin and employed to supervise such reconstruction and repair, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by the various contractors, subcontractors, materialmen, the architect and other persons who have rendered



services or furnished materials in connection with such reconstruction and repair and stating that: (a) the sums requested by them in payment are justly due and owing and do not exceed the value of the services and materials furnished; (b) there is no other outstanding indebtedness known to such architect for the services and materials described; and (c) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested.

(b) Surplus. The first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds, and if there is a balance in the construction fund after the payment of all of the costs of reconstruction and repair for which the fund is established, such balance shall be divided first among all Unit Owners who paid special assessments levied pursuant to Section G(2) of this Article in proportion to their payments, and the balance, if any shall be divided among all Unit Owners in proportion to each Unit Owner's obligation to pay Common Expenses and shall be distributed in accordance with the priority of interest, at law or in equity, in each Unit.

(c) Certificate. The Insurance Trustee as defined below shall be entitled to rely upon a certificate executed by the President (or the Vice President) and the Secretary of the Association, certifying (i) whether the damaged property is required to be reconstructed and repaired, (ii) the name of the payee and the amount to be paid with respect to disbursement from any construction fund, and (iii) all other matters concerning the holding and disbursing of any construction fund. Any such certificate shall be delivered to the Insurance Trustee promptly after request.

5. Insurance Trustee. All physical damage insurance policies purchased by the Board of Directors shall provide that all proceeds thereof shall be paid in trust to the Board of Directors, as "Insurance Trustee", to be applied pursuant to the provisions of Section G(4) of this Article. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same, in trust, for the purposes stated in this Declaration and the Bylaws of the Association for the benefit of the insureds and their beneficiaries.

6. Board of Directors as Agent. The Board of Directors is hereby irrevocably appointed the agent for each Unit Owner to adjust and settle all claims arising under insurance policies maintained by the Board of Directors and to execute and deliver releases upon the payment of claims.
- H. Procedure for Reconstruction and Repair of Units. Immediately after a fire or other casualty causing damage to any Unit, such Unit Owner shall obtain detailed estimates of reconstruction and repair costs so as to restore the Unit to a condition as good as that existing before such fire or other casualty. The Unit Owner shall be responsible for payment of all costs incurred in connection with such reconstruction and repair in the event the proceeds of the insurance maintained by the Unit Owner are not sufficient to defray the estimated costs of such reconstruction and repair. Any reconstruction or repair shall be made substantially in accordance with the plans and specifications under which the Unit was constructed, subject to the requirements of applicable law at the time of such reconstruction or repair and subject to the provisions of Section F of Article II, above. Any such reconstruction or repair of a Unit by a Unit Owner shall also be subject to any requirements of such Unit Owner's Mortgagee(s), if any.
- I. Eminent Domain. Section 703.19 (1995-96) shall apply to this Condominium.

**ARTICLE III. POWERS OF THE DECLARANT AND OF  
THE ASSOCIATION OF UNIT OWNERS**

- A. Initial Rights of Declarant. Until such time as the Board of Directors of the Association of Unit Owners provided for in this Declaration is formed and further until thirty (30) days after the Declarant shall have consummated the initial sale of at least seventy-five percent (75%) of the Common Elements to purchasers, or three (3) years from the date of conveyance of the first Unit, whichever shall first occur, the Declarant or its successors or assigns may exercise the powers, rights, duties and functions of the Board of Directors and Association. After the period described above, the Association and the Board of Directors shall be bound fully by all contracts concerning the Condominium entered into by the Declarant during the aforementioned period(s), subject to the provisions of Wis. Stat. §703.35 (1995-96). Prior to the conveyance of twenty-five percent (25%) of the Common Element interests to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the Directors of the Board of Directors. Prior to the conveyance of fifty percent (50%) of the Common Element interests to purchasers, the Association

shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the Directors of the Board of Directors.

B. Association of Unit Owners. The Association has the power to:

1. adopt a budget for revenues, expenditures and reserves and levy and collect assessments for Common Expenses from Unit Owners;
2. employ and dismiss employees and agents;
3. sue on behalf of all Unit Owners; and
4. exercise any other power conferred by the Condominium Instruments or Bylaws, including, without limitation, the power to adopt (and amend, modify or terminate) rules and regulations.

In addition, the Association has the further conditional powers subject to any restrictions and limitations specified in Article III.C below and the Bylaws:

1. to make contracts and incur liabilities;
2. to regulate and impose charges for the use of the Common Elements;
3. to cause additional improvements to be made as a part of the Common Elements;
4. to acquire, hold, encumber and convey any right, title or interest in or to real property;
5. to grant permits, licenses and easements through or over the Common Elements;
6. to receive any income derived from payments, fees or charges for the use, rental or operation of the Common Elements; and
7. to grant or withhold approval of any action by a Unit Owner or other person which would change the exterior appearance of the Unit or of any other portion of the Condominium.

C. Miscellaneous Restrictions. Notwithstanding anything contained in Section B above, except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium, unless at least three-fourths (3/4) of the Unit Owners entitled to vote and their

respective mortgagees have given their prior written approval, the Association shall not be entitled to:

1. change the pro rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro rata share of ownership of each Unit in the Common Elements;
2. partition or subdivide any Unit;
3. by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer all or any portion of the Common Elements (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a transfer within the meaning of this clause.);
4. use hazard insurance proceeds for losses to the Property for other than the repair, replacement or reconstruction of such Property (or other purposes related thereto such as, by way of example, administrative costs and expenses incurred in connection with such repair, replacement or reconstruction) except if such proceeds are surplus as provided in Section G(4) (b) of Article II above; or
5. borrow money on behalf of the Association.

The Association shall not be entitled to, by act or omission, seek to abandon or terminate the Condominium without the prior written consent of all of the Unit Owners entitled to vote and their respective mortgagees.

- D. Rules and Regulations. Rules and regulations concerning the use of the Property may be established by the Association, provided that copies of such regulations are mailed or otherwise sent to each current Unit Owner whose name and address has been submitted to the Association prior to the time that such rules and regulations become effective.
- E. Proviso. Until the Declarant has completed all of the contemplated improvements and until Declarant or Trillium II has closed the sale of all of the Units to purchasers other than Trillium II, other than the 51 rental Units to be retained by Declarant, neither the Unit Owners nor the Association nor their use of the Property shall in any manner interfere with the completion of the contemplated improvements and Declarant's or Trillium II's sale of the Units. Declarant or Trillium II may make such use of the unsold Units and Common Elements as may facilitate such completion and sale,

including, but not limited to, maintenance of a sales office, the showing of Property and the display of signs until such time as all of the Units being sold by the Declarant or Trillium II have been sold by the Declarant or Trillium II. When there are unsold Units in the Condominium, Declarant or Trillium II shall enjoy the same rights and assume the same duties (except as otherwise provided in this Declaration, the Bylaws or any of the other Condominium Instruments) as they relate to each individual Unit. In addition, Declarant or Trillium II shall be allowed to lease Units at its discretion and without any of the limitations as to leasing which are contained in this Declaration or in the Association's Bylaws (except that Declarant and Trillium II shall be bound by the final sentence of Article XII, Section 7 of the Bylaws) until the Declarant or Trillium II has closed the sale of the 86 Units being sold by Declarant or Trillium II. Notwithstanding anything contained in this Declaration or the Bylaws to the contrary, Declarant, or its successors or assigns, shall at all times be allowed to lease the 51 Units it is retaining in its name.

- F. Abatement and Enjoining of Violations. Article XIV of the Association's Bylaws contains various rights and remedies of the Association and Unit Owners in the event of any violation of the Act, the Declaration, the Bylaws and the Rules and Regulations.

#### ARTICLE IV. COMMON ELEMENTS

- A. Common Expense. The maintenance and operation of the Common Elements shall be the responsibility of the Association and a Common Expense, as set forth in the Association's Bylaws.
- B. Agreement to Pay Assessment. Each Owner of any Unit by the acceptance of the Deed or Land Contract therefor, whether or not it be so expressed in such Deed or Land Contract, shall be deemed to covenant and agree with others and the Association to pay to the Association for the purposes provided in this Declaration and in the Association's Bylaws, annual assessments, special assessments for capital improvements, working capital assessments and assessments for any other matters as provided herein. Such assessments shall be fixed, established and collected from time to time in the manner provided in the Association's Bylaws. Assessments shall commence upon the date of the conveyance of the first Unit; provided, however, the Declarant or Trillium II shall not be obligated to pay assessments on any unsold Units until sixty (60) days after the first Unit is conveyed. Notwithstanding the foregoing, the Declarant or Trillium II shall be obligated to make up any deficit or shortage that may arise in the Condominium's initial period of operation (i.e., until the

Declarant or Trillium II has sold at least twenty (20) Units to unrelated third parties) with respect to their respective Units.

- C. Lien for Assessments. All sums assessed against a Unit, together with interest thereon as provided in the Association's Bylaws, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for: (1) liens of general and special taxes; and (2) a lien for all sums unpaid on a first mortgage duly recorded in the Dane County, Wisconsin real estate records, prior to the making of such assessment, including all unpaid advances to be made pursuant to such mortgage and all amounts advanced pursuant to such mortgage and secured by the lien thereof in accordance with the terms of such instrument; and (3) construction liens filed prior to the making of such assessment.

All other lienors acquiring liens on any Unit shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

#### ARTICLE V. NOTICES

Notices, consents, approvals, requests and demands (collectively "Notices") required to be given to the Association, the Board or any Unit Owner may be delivered either personally or by mail. Notices to Unit Owners shall be addressed to the Unit Owner at such place as the Unit Owner shall direct in writing. Notices to the Association or the Association's Board of Directors shall be addressed to the Association's registered office. Notices shall be effective upon personal delivery or, if mailed, upon deposit (either registered, certified or first-class) in any U.S. Post Office Box with postage prepaid.

#### ARTICLE VI. DECLARANT WARRANTIES

Declarant has not made any warranties or representations in connection with this Condominium, except as specifically set forth herein, in the Bylaws, or in any offer to purchase which Declarant enters into with any Owner. No Person shall rely upon any warranty or representation unless contained in this Declaration, in the Bylaws of the Owners Association, or in any offer to purchase it has executed. Any estimates of Common Expenses, taxes or other charges are only estimates, and no warranty or representation or guarantees of the amount thereof are made.

**ARTICLE VII. INVALIDITY OF A PROVISION**

If any of the provisions of this Declaration, the Association's Articles of Incorporation, the Bylaws, the Rules and Regulations, the Wisconsin Condominium Ownership Act or any section, sentence, clause, phrase, word or application of any of them in any circumstance is held invalid or unenforceable, the validity or enforceability of the remainder of them shall not be affected thereby.

**ARTICLE VIII. CONSTRUCTION**

Any matter not specifically set forth herein shall be governed by the Act, and in the event of any conflict with respect to the terms and provisions as set forth herein with that Act, the provisions of the Act shall control.

**ARTICLE IX. NOTICES TO MORTGAGEES**

Whenever so requested in writing by the holder, insurer or guarantor of a Mortgage, the Board of Directors shall promptly give timely written notice to such insurer, guarantor or Mortgagee of (a) any 60-day delinquency in the payment of assessments or charges due by the Unit Owner of the mortgaged Unit, (b) any condemnation or casualty loss that affects a material portion of such Unit or the Common Elements, (c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, and (d) any proposed action requiring the consent of Mortgagees either hereunder or under the Association's Bylaws. A request for notice hereunder shall be in writing and shall contain the name and address of such holder, insurer or guarantor and the Unit number or street address of the encumbered Unit.

**ARTICLE X. AMENDMENTS**

This Declaration may be amended with the written consent of at least two-thirds (2/3) of the Unit Owners and their respective Mortgagees, except that any act requiring unanimous consent or a three-fourths (3/4) vote of the Unit Owners entitled to vote as set forth herein shall require unanimous consent or a three-fourths (3/4) vote respectively to amend such provision; any amendment shall become effective upon being recorded in the office of the Register of Deeds for Dane County, Wisconsin, together with a recitation of the fact that such amendment was passed in accordance with the provisions set forth in this Declaration and the Bylaws. This Declaration may not be amended to preclude or impair rental of the fifty-one (51) Units which Declarant is retaining for a period of thirty (30) years from the date hereof,





CONSENT

The undersigned, as the Declarant's mortgagee, hereby consents to the execution of this Declaration of Condominium.

Dated this 26 day of October, 1998.

BANK ONE WISCONSIN

By: Michael J. Carew

Attest: Steven R. Wyman

[CORPORATE SEAL]

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF Milwaukee

On this 26th day of October 1998, before me, personally appeared Michael J. Carew, Vice President, and Steven R. Wyman, officer, to me known to be the Vice President, and officer, respectively, of Bank One Wisconsin, and to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Officer of said Bank and that they executed the foregoing instrument as such officers, as the deed of said Bank, by its authority.

[NOTARIAL SEAL]

Pamela J. Lloyd  
\*Pamela J. Lloyd  
Notary Public, Milwaukee County, WI  
My Commission: May 20, 2001



**EXHIBIT A**  
**REAL ESTATE**

A part of the West 1/2 of the Southeast 1/4 of Section 18 and part of the Northwest 1/4 of the Northeast 1/4 of Section 19, Town 7 North, Range 9 East, City of Madison, Dane County, Wisconsin, more fully described as follows: Beginning at a concrete monument at the South 1/4 corner of said Section 18; thence N00°38'46"W, as referenced to the City of Madison monument control index, 1936.35 feet to the Southwesterly right of way line of U.S. Highway 12 & 14; thence along said southwesterly right-of-way line S40°33'37"E, 968.89 feet; thence S44°22'49"W, 403.28 feet; thence S46°18'15"E, 457.46 feet; thence S00°31'15"E, 918.48 feet to the Northerly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence Westerly along said railroad right of way on a curve to the right, whose radius is 2406.03 feet and whose long chord bears N71°39'53"W, 699.80 feet; thence N00°31'56"W, 102.42 feet to the point of beginning.

Parcel Nos.:

60-0709-184-1418-0

60-0709-184-1417-2

## EXHIBIT A-1

List of Unit Numbers	Fraction of Undivided Interest in the Common Elements	List of Unit Numbers	Fraction of Undivided Interest in the Common Elements	List of Unit Numbers	Fraction of Undivided Interest in the Common Elements
1	1/137	26	1/137	51	1/137
2	1/137	27	1/137	52	1/137
3	1/137	28	1/137	53	1/137
4	1/137	29	1/137	54	1/137
5	1/137	30	1/137	55	1/137
6	1/137	31	1/137	56	1/137
7	1/137	32	1/137	57	1/137
8	1/137	33	1/137	58	1/137
9	1/137	34	1/137	59	1/137
10	1/137	35	1/137	60	1/137
11	1/137	36	1/137	61	1/137
12	1/137	37	1/137	62	1/137
13	1/137	38	1/137	63	1/137
14	1/137	39	1/137	64	1/137
15	1/137	40	1/137	65	1/137
16	1/137	41	1/137	66	1/137
17	1/137	42	1/137	67	1/137
18	1/137	43	1/137	68	1/137
19	1/137	44	1/137	69	1/137
20	1/137	45	1/137	70	1/137
21	1/137	46	1/137	71	1/137
22	1/137	47	1/137	72	1/137
23	1/137	48	1/137	73	1/137
24	1/137	49	1/137	74	1/137
25	1/137	50	1/137	75	1/137

List of Unit Numbers	Fraction of Undivided Interest in the Common Elements	List of Unit Numbers	Fraction of Undivided Interest in the Common Elements	List of Unit Numbers	Fraction of Undivided Interest in the Common Elements
76	1/137	101	1/137	126	1/137
77	1/137	102	1/137	127	1/137
78	1/137	103	1/137	129	1/137
79	1/137	104	1/137	131	1/137
80	1/137	105	1/137	133	1/137
81	1/137	106	1/137	135	1/137
82	1/137	107	1/137	137	1/137
83	1/137	108	1/137	139	1/137
84	1/137	109	1/137	141	1/137
85	1/137	110	1/137	143	1/137
86	1/137	111	1/137	145	1/137
87	1/137	112	1/137	147	1/137
88	1/137	113	1/137		
89	1/137	114	1/137		
90	1/137	115	1/137		
91	1/137	116	1/137		
92	1/137	117	1/137		
93	1/137	118	1/137		
94	1/137	119	1/137		
95	1/137	120	1/137		
96	1/137	121	1/137		
97	1/137	122	1/137		
98	1/137	123	1/137		
99	1/137	124	1/137		
100	1/137	125	1/137		

EXHIBIT A-2

Types of Units

UNIT #'s

ITEMS INCLUDED

All Units

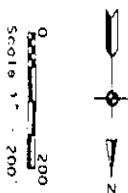
Two (2) bedrooms; one (1) bathroom; living room; kitchen;  
and utility room

001586

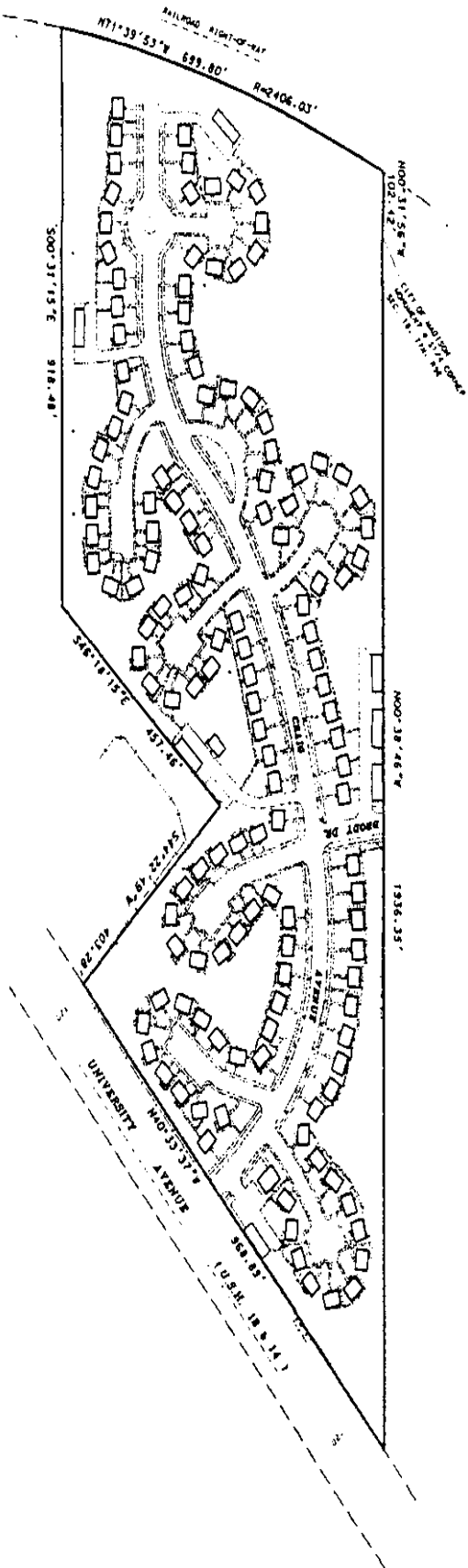
EXHIBIT B

CONDOMINIUM PLAT

001587

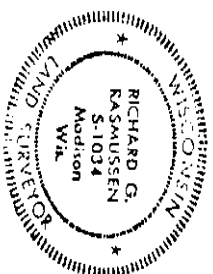


THE TRILLIUM  
A CONDOMINIUM PLAT  
DANE COUNTY, WISCONSIN



CONDOMINIUM LEGAL DESCRIPTION

A part of the West 1/2 of the Southeast 1/4 of Section 18 and part of the Northwest 1/4 of the Northeast 1/4 of Section 19, Town 7 North, Range 9 East, City of Madison, Dane County, Wisconsin, more fully described as follows: Beginning at a concrete monument at the South 1/4 corner of said Section 18, thence N00°38'46"W, 1236.35 feet to the Southwest corner of said Section 18, thence S44°22'49"W, 403.28 feet to the South 1/4 corner of said Section 18, thence S40°33'37"E, 988.89 feet; thence S44°22'49"W, 403.28 feet; thence S46°18'15"E, 457.48 feet; thence S00°31'15"E, 918.48 feet to the Northernly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence Westerly along said railroad right of way on a curve to the right, whose radius is 2406.03 feet and whose long chord bears N71°39'53"W, 888.60 feet; thence N00°31'50"W, 102.42 feet to the point of beginning.



REGISTER OF DEEDS CERTIFICATE  
Received for record this \_\_\_\_\_ day of \_\_\_\_\_, 1998 at \_\_\_\_\_ o'clock \_\_\_\_\_ M. and recorded in Volume \_\_\_\_\_ of Condominium Plats on Pages \_\_\_\_\_ as Document Number \_\_\_\_\_  
Jane Licht, Dane County Register of Deeds

SURVEYOR'S CERTIFICATE  
I, Richard G. Rasmussen, Registered Land Surveyor, S-1034, hereby certify that the plat hereon is a correct representation of the property described and further that the floor plans are based upon measurements taken in the field and that the identification and location of each unit and the common elements can be determined from the plat.

Dated this 29 day of July, 1998 at Madison, Wisconsin  
Richard G. Rasmussen, Registered Land Surveyor, S-1034

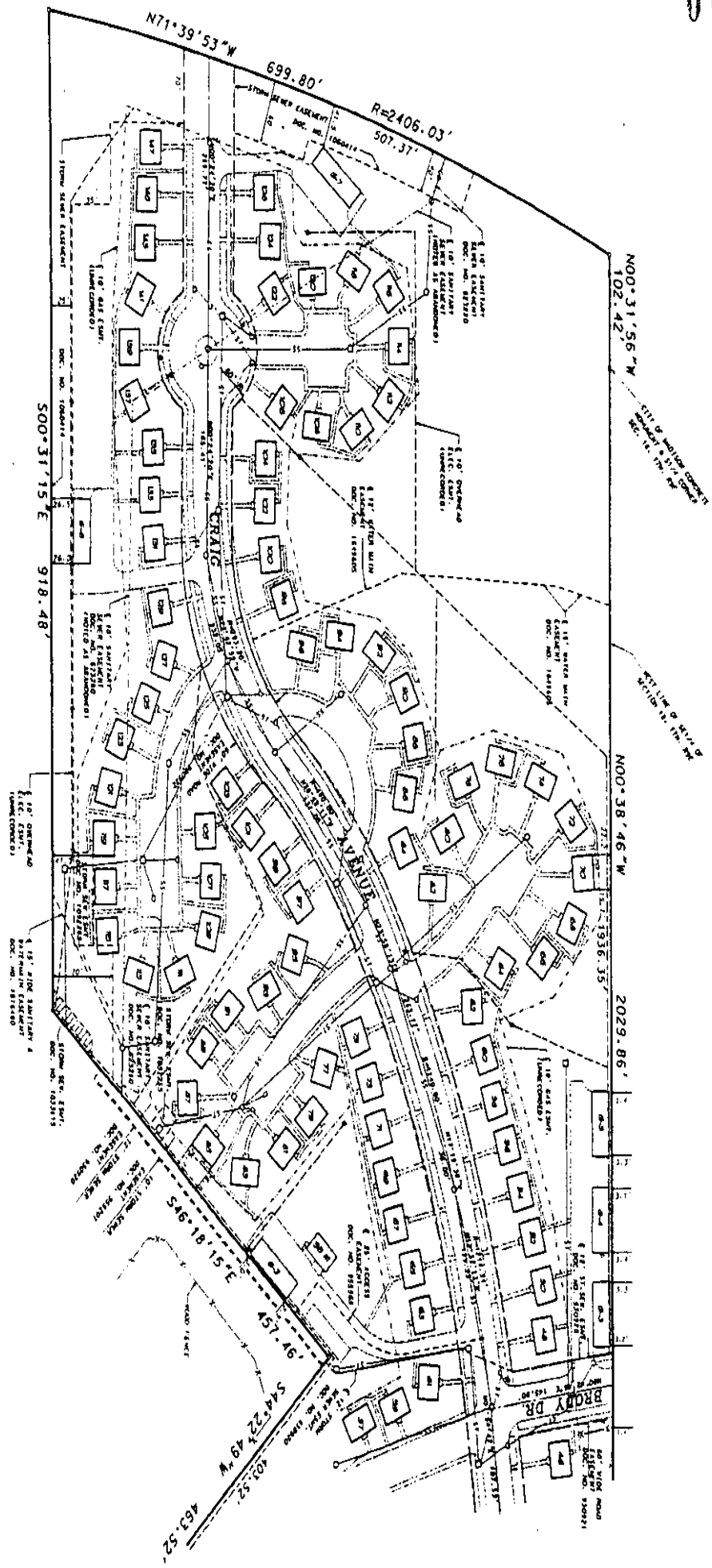


001588

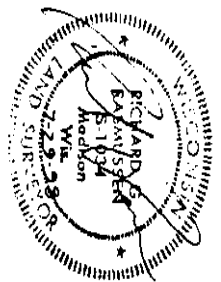


# THE TRILLIUM

A CONDOMINIUM PLAT  
DANE COUNTY, WISCONSIN

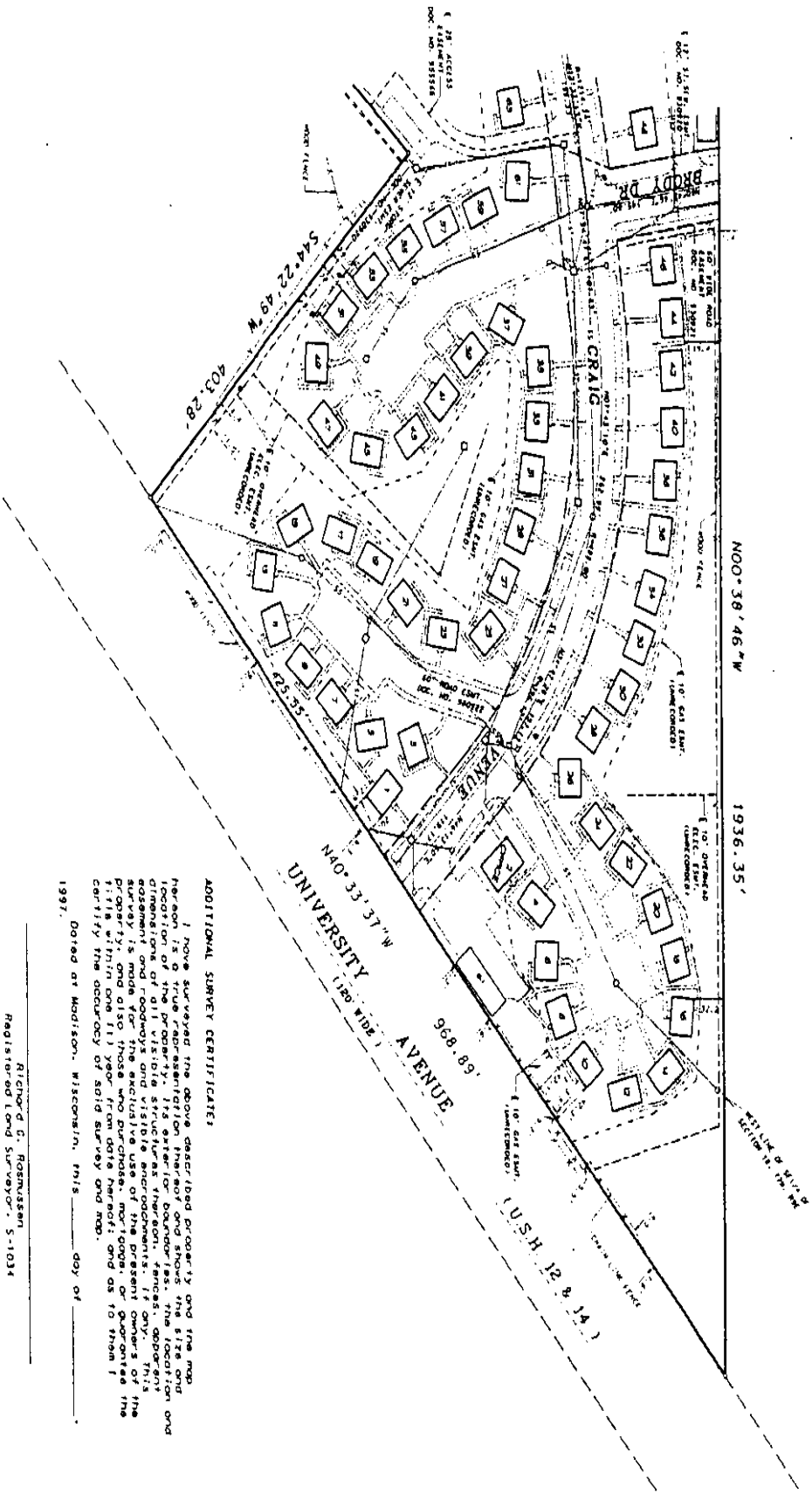
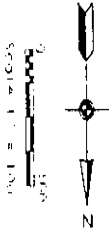


FN: 97-03-102    DATE: 10-15-97    PAGE 2 of 5



# THE TRILLIUM

A CONDOMINIUM PLAT  
DANE COUNTY, WISCONSIN



**ADDITIONAL SURVEY CERTIFICATES:**

I have surveyed the above described property and the map hereon is a true representation thereof and shows the location of the true representation of the site and location of all visible structures, fences, apparent easement and roadways and visible encroachments, if any. This survey is made for the exclusive use of the present owners of the property, and also those who purchase, mortgage or otherwise acquire an interest in the property, and as to them I certify the accuracy of said survey and map.

Dated at Madison, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_ 1997.

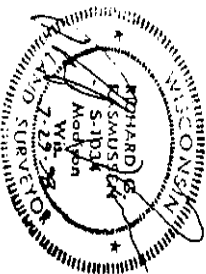
Richard G. Rosmusen  
Registered Land Surveyor - S-1034

**NOTES:**

- 1) Based upon the Flood Insurance Rate Map, Dane County, Wisconsin, Community Panel No. 550683 09/00 dated September 18, 1988, this condominium is within a Zone "C" defined as on or off of minimal flooding.
- 2) This site is currently zoned R-4 and is in full conformance with zoning requirements.
- 3) According to the City of Madison Engineering Department, the City Engineer's records show no sewer in the area identified as "noted as abandoned" on this condominium plat.

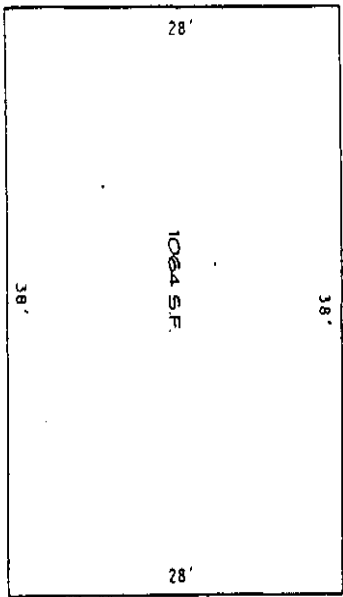
**RECORDED EASEMENTS ENCUMBERING THE CONDOMINIUM PLAT**

1. Sanitary sewer easement Vol. 142 Misc., Page 158, Doc. No. 623280. Note: A part of this easement is covered and unable to find any recorded documentation regarding this abandonment.
2. 4.25' wide access easement across the condominium plat to 555585.
3. Storm sewer easement to City of Madison, Vol. 300 of Misc., Page 57 as Document No. 330920.
4. Street easement (Craig Avenue) Vol. 300 of Misc., Page 59 as Document No. 330922 (centerline bearings and distances are shown on condominium plat).
5. Storm sewer easement to City of Madison, Vol. 367 of Misc., Page 315 as Document No. 1033815.
6. Storm sewer easement to City of Madison, Vol. 384, Page 123 as Document No. 3050414.
7. Sanitary sewer and water easement Vol. 393 of Misc., Page 342 as Document No. 1076860.
8. Water main easement to the City of Madison, Vol. 1380 of Records Page 35 as Document No. 1643503.
9. Storm sewer easement to City of Madison, Vol. 403 of Misc., Page 313 as Document No. 1092265.
10. Street easement (Broadway Dr.) Vol. 300 of Misc., Page 58 as Document No. 330923 (centerline bearing and distance are shown on condominium plat).
11. 10' wide storm sewer easement adjacent to site Vol. 317 of Misc., Page 310 as Document No. 955207. Note: This easement is within a 12' wide storm sewer easement in Vol. 300 of Misc., Page 57 as Document No. 330920.

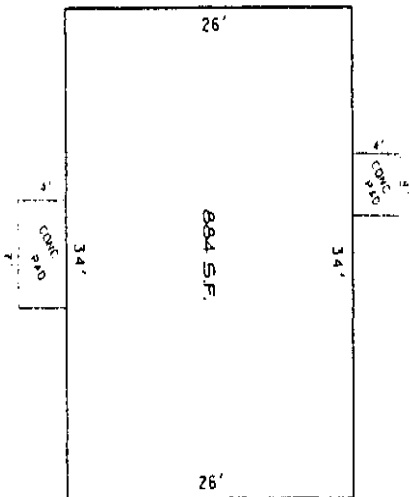


001590

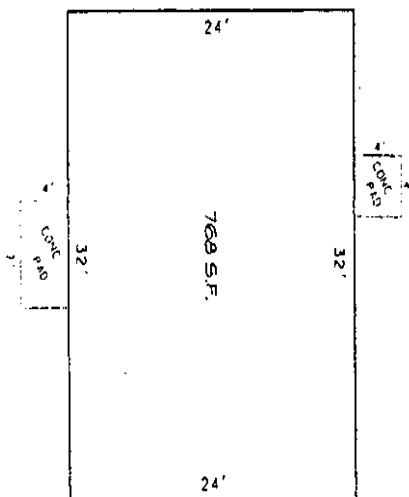
THE TRILLIUM  
A CONDOMINIUM PLAT  
DANE COUNTY, WISCONSIN



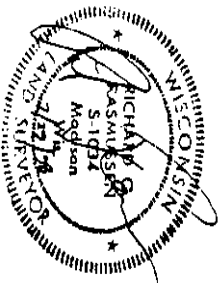
2 CRAIG AVENUE  
( OFFICE )  
BASEMENT & FIRST FLOOR



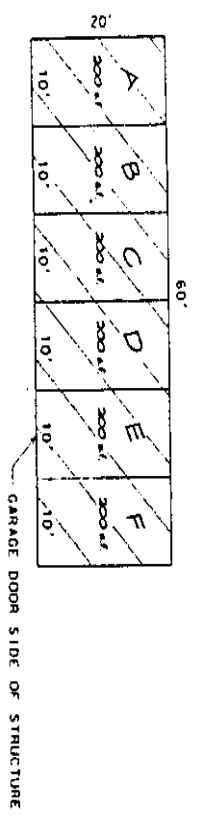
114 CRAIG AVENUE



REMAINING RESIDENCES  
WITHIN CONDOMINIUM PLAT

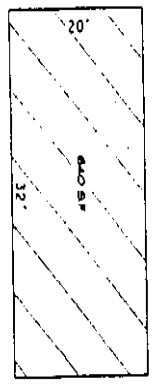


THE TRILLIUM  
A CONDOMINIUM PLAT  
DANE COUNTY, WISCONSIN  
LIMITED COMMON ELEMENTS

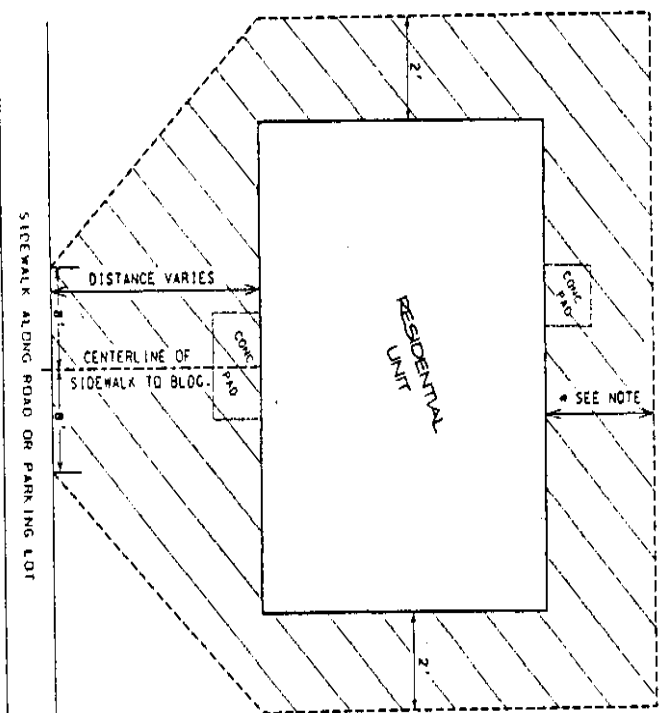


GARAGES  
G-1-G-2, G-3, G-4, G-5, G-6, G-7

NOTE: DIAGONAL LINES IDENTIFY LIMITED COMMON ELEMENT.



STORAGE BLDG. #1



NOTE:  
RESIDENTIAL UNITS -1, 4, 25, 61, 64, 77, 97, 105, 106 & 122  
WILL HAVE A 6 FOOT DEPTH OF LIMITED COMMON AREA BEHIND  
EACH UNIT. ALL OTHER RESIDENTIAL UNITS WILL HAVE A  
10 FOOT DEPTH.

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