

**DECLARATION OF THE  
VILLAGE COHOUSING  
COMMUNITY, A  
CONDOMINIUM**

Document Number

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Name and Return Address:

Atty: Timothy J. Radelet

Foley & Lardner

P.O. Box 1497

Madison, Wisconsin 53701-1497

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**Table of Contents**

	<u>Page Number</u>
ARTICLE I. DEFINITIONS.....	2
ARTICLE II. STATUTORY PROVISIONS .....	4
ARTICLE III. POWERS OF THE DECLARANT AND OF THE ASSOCIATION .....	10
ARTICLE IV. COMMON ELEMENTS .....	13
ARTICLE V. COHOUSING PRINCIPLES AND CONSENSUS DECISIONMAKING .....	13
ARTICLE VI. NOTICES.....	14
ARTICLE VII. DECLARANT WARRANTIES .....	14
ARTICLE VIII. INVALIDITY OF A PROVISION.....	14
ARTICLE IX. CONSTRUCTION.....	14
ARTICLE X. NOTICES TO MORTGAGEES.....	14
ARTICLE XI. AMENDMENTS .....	15
ARTICLE XII. NUMBER AND GENDER .....	15

**DECLARATION OF  
THE VILLAGE COHOUSING COMMUNITY,  
A Condominium**

This Declaration is made pursuant to the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes, by Mills-Mound 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 "Land").

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**

The following words and terms used herein shall have the same meaning unless the context requires otherwise as follows:

- A. "ACT" means the "Condominium Ownership Act," Chapter 703, Wisconsin Statutes, as amended from time to time.
- B. “ASSOCIATION” or “ASSOCIATION OF UNIT OWNERS” means The Village Cohousing Community, Inc., a Wisconsin nonstock corporation, of which all Unit Owners shall be members.
- C. "BYLAWS" means the Bylaws of the Association, as amended from time to time.
- D. “COMMON ELEMENTS” mean all of the Condominium except its Units.
- E. “COMMON EXPENSES” and “COMMON SURPLUSES” mean the expenses and surpluses of the Association.
- F. “COMMON HOUSE” means the building containing Units 1104-A, 1104-B, 1104-C and 1104-D.
- G. “CONDOMINIUM” means the property subject to this Declaration having the name “The Village Cohousing Community” and the addresses of 116, 118, 120, 124-1 and 124-2 South Mills Street and 1104-A, 1104-B, 1104-C, 1104-D, 1108, 1110-A, 1110-B, 1110-C, 1110-D, 1112-A, 1112-B, 1112-C and 1112-D Mound Street, Madison, Wisconsin.
- H. “CONDOMINIUM INSTRUMENTS” mean the Declaration, Bylaws and Plat, including any attached exhibits or schedules.
- I. “DECLARANT” means Mills-Mound LLC, a Wisconsin nonstock corporation, the owner who subjects its property to the Declaration.

- J. **"DECLARATION"** means this instrument, by which the Property becomes subject to the Act.
- K. **"LAND"** means the real estate legally described on Exhibit A attached hereto.
- L. **"LIMITED COMMON ELEMENTS"** mean those Common Elements identified in the Declaration or on the Plat as reserved for the exclusive use of one or more but less than all of the Unit Owners.
- M. **"MAJORITY"** or **"MAJORITY OF UNIT OWNERS"** means the Unit Owners with more than fifty percent (50%) of the votes assigned to the Units in the Declaration.
- N. **"MORTGAGE"** means any mortgage or land contract which is a lien encumbering a Unit.
- O. **"MORTGAGEE"** means the holder or vendor of any Mortgage.
- P. **"NINE UNIT"** means the building containing Units 1108, 1110-A, 1110-B, 1110-C, 1110-D, 1112-A, 1112-B, 1112-C and 1112-D.
- Q. **"PERSON"** means any individual, corporation, limited liability company, partnership, association, trustee or other legal entity.
- R. **"PLAT"** means the Condominium Plat attached hereto as Exhibit B, as amended from time to time.
- S. **"RULES AND REGULATIONS"** means the rules and regulations of the Association, as amended from time to time.
- T. **"PROPERTY"** means the Land together with improvements on it.
- U. **"TOWNHOUSE"** means the building containing Units 116 and 118.
- V. **"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.
- W. **"UNIT NUMBER"** means the number, letter or combination thereof, identifying a Unit in the Declaration.

- X. “UNIT OWNER” or “OWNER” means a person who, or a partnership, a corporation, a limited liability company or another legal entity which, or any combination of the foregoing who or which, holds or hold legal title, or equitable ownership as a land contract vendee, to a Unit and owns or own an undivided interest in the Common Elements appurtenant to such Unit in the percentage specified and established in the Declaration.

## ARTICLE II. STATUTORY PROVISIONS

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

1. The Condominium includes five (5) buildings containing eighteen (18) total Units. A numerical listing of all Units is set forth on Exhibit C attached hereto, and the types of Units, with respect to floor plans, are depicted on the Plat and briefly described on Exhibit D attached hereto. The Condominium, including the buildings and Units, is depicted on 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 interior surfaces of the perimeter walls, floor and ceilings, together with the windows, window frames, entrance doors and door frames of the Unit, as those boundaries are shown on the building and floor plans contained in the Plat, together with all fixtures and improvements contained therein.
  - (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 the Declaration.
3. The Common Elements, the use of which is governed by the Rules and Regulations, shall consist of all of the Condominium, with the exception of the individual Units, including, without limitation, the Land, bearing walls, floors and ceilings (except the interior surfaces thereof, which form the outer boundaries of a Unit), attics, roofs, foundations, pipes, ducts, electrical wiring and conduits, public utility lines, water and sewer laterals, outside walls, girders, beams and supports, structural parts of the buildings, walks, terrace, arbor, courtyard, ramps, stairways, landscaping, garages, parking spaces, driveways, the lower level areas of the Nine Unit (except Unit 1108 contained therein), and the lower level and the first floor of the Common House.

4. The Limited Common Elements, the use of which is governed by the Rules and Regulations, shall consist of those portions of the Common Elements identified below, and are reserved for the exclusive use of one or more but less than all of the Unit Owners. The Limited Common Elements are:
- (a) Each [**garden, yard space,**] patio, porch, deck, and/or balcony adjoining a Unit (each as reflected on the Plat) and related stairway, reserved in each case for the exclusive use of the Unit Owners of the adjoining Unit.
  - (b) Each stairway from the first floor to the second floor of the Nine Unit and each stair hall at the top of each such stairway, reserved for the exclusive use of the Owners of Units with a second floor entrance therefrom.
  - (c) Each stairway on the second floor of the Nine Unit leading to the entrance of a Unit and the stair hall at the top of each such stairway, reserved for the exclusive use of the Owner of the respective Unit with such entrance.
  - (d) Each storage area assigned to a Unit (as reflected on the Plat), reserved for the exclusive use of the Owner of such Unit.
  - (e) The lower level of the Townhouse, except the garage areas contained therein, the stairway leading thereto and the landing at the top of such stairway, reserved for the exclusive use of the Owners of Units 116 and 118.
  - (f) The attic of the building containing Unit 120, reserved for the exclusive use of the Owner of Unit 120.
  - (g) The vestibule, hallway, main and rear stairways, lower level and attic of the building containing Units 124-1 and 124-2, reserved for the exclusive use of the Owners of Units 124-1 and 124-2.
  - (h) The stairway between the first and second floors of the Common House and the corridor at the top of the stairway, reserved for the exclusive use of the Owners of Units 1104-A, 1104-B, 1104-C and 1104-D.
5. Any Mortgage 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.

- 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, equal to the proportion that a Unit bears to the total number of Units (i.e., each Unit Owner has a one-eighteenth (1/18) interest in the Common Elements, as shown on the attached Exhibit C.

**[IF A DECISION IS MADE TO ASSIGN PERCENTAGE INTERESTS IN THE COMMON ELEMENTS BASED ON SQUARE FOOTAGE OF EACH UNIT AS A PERCENT OF TOTAL SQUARE FOOTAGE OF ALL UNITS OR ON SOME OTHER BASIS, THE ABOVE PARAGRAPH AND EXHIBIT C MUST BE REDRAFTED ACCORDINGLY. IN THE ALTERNATIVE, EACH UNIT OWNER MAY BE ASSIGNED A ONE-EIGHTEENTH (1/18) INTEREST IN THE COMMON ELEMENTS BUT ALL ASSESSMENTS MAY BE ALLOCATED BASED ON SQUARE FOOTAGE OF EACH UNIT AS A PERCENT OF TOTAL SQUARE FOOTAGE OF ALL UNITS OR ON SOME OTHER BASIS.]**

- C. Number of Votes Appurtenant to Each Unit. There shall be one (1) vote appurtenant to each Unit, which may be cast by the respective Unit Owner as a member of the Association. When there is more than one Unit Owner of a Unit, the one (1) vote appurtenant to that Unit may be split among such Unit Owners, pro rata in accordance with their ownership interests, provided that all such Unit Owners execute and deliver to the Association Bookkeeper one written notice specifying their interests. Such notice may be superseded at any time by a subsequent notice so executed and delivered. The Association may, but shall have no obligation to, verify the accuracy of any information contained in any such notice. When there is more than one Unit Owner of a Unit and no such notice has been executed and delivered, any one Unit Owner of the Unit may cast the one (1) vote appurtenant to that Unit and the other Unit Owners of the Unit shall then be deemed to have concurred with any such vote.

If a Unit Owner is not a natural person, such Unit Owner shall execute and deliver to the Association Bookkeeper one written notice specifying the name of a person who will cast the vote of that Unit Owner. That vote may be split among the partners, members, shareholders, beneficiaries or other owners or beneficial owners of that Unit Owner, pro rata in accordance with their ownership interests in the Unit Owner, provided that all such persons execute and deliver to the Association Bookkeeper one written notice specifying their interests. The notice as described in this subparagraph may be superseded at any time by a subsequent notice executed and delivered in the same manner. The Association may, but shall have no obligation to, verify the accuracy of any information contained in any such notice. When the Unit Owner is not a natural person and no such notice has been executed and delivered, any person demonstrating apparent authority to act in the name of the Unit Owner of the Unit to the satisfaction of the Association Bookkeeper may cast the one (1) vote appurtenant to the Unit owned by that Unit Owner, and the Unit Owner, and the beneficial owners thereof, shall then be deemed to have concurred with any such vote.

- D. Restrictions on Use. The Units are intended for and restricted to residential use; however, residents may engage in home occupations as permitted by City of Madison ordinances so long as such occupation does not: involve the employment of individuals, other than a resident of the Condominium, working on the Property; generate excessive traffic, including, but not limited to, delivery, client or customer traffic; or constitute a nuisance to other Unit Owners and residents. No single Owner (other than the Declarant during the initial sales period or the Association) may hold, directly or indirectly, title to more than two (2) Units in the Condominium, without the prior consent of the members of the Association. Units may be rented under certain circumstances, but only in conformity with the Rules and Regulations. All tenants must subscribe to the cohousing principals and participate in the cohousing community as described in Article V and the Rules and Regulations. No more than twenty-five percent (25%) of the total Units in the Condominium may be rented at any one time, except for Units owned by the Declarant, without the prior consent of the members of the Association. 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.
- E. Service of Process. The person who receives service of process for the Association shall be the Association's registered agent. The initial registered agent is F & L Corp., and the address for that registered agent is 150 East Gilman Street, Suite 500 [53703], Post Office Box 1497, Madison, Wisconsin 53701-1497; Attention: Timothy J. Radelet. Any change in the registered agent shall be effective upon satisfaction of the requirements therefore established by the Association and applicable law.
- 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 it existed immediately prior to the destruction, 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 (1997-98) shall be applicable. On reconstruction, the design, plan and specifications of any building or Unit may vary from that which existed immediately prior to destruction 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 it was immediately prior to the destruction, and the location of the buildings shall be substantially the same as prior to damage or destruction.
- G. Procedure for Reconstruction and Repair.
1. Cost Estimates. Immediately after a fire or other casualty causing damage to any part of the Condominium, the Association Steering Committee shall obtain detailed estimates of reconstruction and repair costs so as to restore the Condominium 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 Association Steering Committee determines to be necessary or desirable.

2. Assessments. If the proceeds of insurance maintained by the Association Steering Committee together with the proceeds of insurance maintained by the Unit Owner of any Unit which has been damaged or destroyed 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 Association Steering Committee 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. If any Unit Owner has not maintained insurance as required by the Association, and as a result insurance proceeds are not available (or are less than would have otherwise been available), then the Association Steering Committee shall specially assess against that Unit Owner the amount which would have been available from insurance proceeds had the Unit Owner maintained insurance as required by the Association.
3. Plans and Specifications. Any reconstruction or repair of the Condominium in accordance with this Article shall be made substantially in accordance with the plans and specifications which reflect the Property immediately prior to the destruction, 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 Association Steering Committee 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: (i) the sums requested by them in payment are justly due and owing and do not exceed the value of the services and materials furnished; (ii) there is no other outstanding indebtedness known to such architect for the services and materials described; and (iii) 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 (other than a Unit Owner described in the last sentence of Section G(2)) in proportion to their payments until they shall each have received full return of their payments, then to any Unit Owner described in the last sentence of Section G(2) until such Owner shall have received full return of such Owner's payment, and then 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) Common Elements. When damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of replacing and repairing those portions of the Common Elements which enclose and/or service the Units, next to the cost of replacing and repairing the perimeter walls of the Units, next to the cost of replacing and repairing the other Common Elements, and the balance, if any, to the cost of replacing and repairing the Units.
- (d) Certificate. The Insurance Trustee as defined below shall be entitled to rely upon a certificate executed by the Association Facilitation (or the Association Substitute Facilitator) and the Association Recordkeeper, 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 Association shall provide that all proceeds thereof shall be paid in trust to the Association Steering Committee, 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 for the benefit of the insureds and their beneficiaries.
  6. Association Steering Committee as Agent. The Association Steering Committee is hereby irrevocably appointed the agent for each Unit Owner to adjust and settle all claims arising under insurance policies maintained by the Association and to execute and deliver releases upon the payment of claims.
- H. Eminent Domain. Section 703.19 of the Wisconsin Statutes (1997-98) shall apply to this Condominium.

### **ARTICLE III. POWERS OF THE DECLARANT AND OF THE ASSOCIATION**

- A. Initial Rights of Declarant. Until such time as the Steering Committee of the Association 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 Steering Committee and Association. After the period described above, the Association and the Steering Committee 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 Section 703.35 of the Wisconsin Statutes (1997-98). 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 members of the Steering Committee. Prior to the conveyance of fifty percent (50%) of the Common Element interest 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 members of the Steering Committee.
- B. Association. 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 Rules and Regulations.

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

5. to make contracts and incur liabilities;
6. to regulate and impose charges for the use of the Common Elements;
7. to cause additional improvements to be made as a part of the Common Elements;
8. to acquire, hold, encumber and convey any right, title or interest in or to real property;
9. to grant permits, licenses and easements through or over the Common Elements;
10. to receive any income derived from payments, fees or charges for the use, rental or operation of the Common Elements; and
11. 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. Easements for Access. The Association or its agent may have and is hereby granted access to the Units for purposes of maintenance, repair and replacement of Common Elements, provided that such access shall only be provided after giving the Owner of the Unit to which access must be obtained reasonable notice of the need for such access and arranging for a mutually agreeable time for such access; except that in the event of an emergency, the Association, or its agent, may gain access to any Unit to address the emergency without the giving of any notice or the arranging for a mutually agreeable time.

D. 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 (except as otherwise provided herein), 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 (whether to Units or to Common Elements) 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.

- E. Rules and Regulations. Rules and Regulations concerning the use of the Property may be established by the Association, provided that a copy of such Rules and Regulations is 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.
- F. Proviso. Until the Declarant has completed all of the contemplated improvements and closed the sale of all of the Units, 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 sale of the Units. Declarant 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 have been sold by the Declarant. When there are unsold Units in the Condominium, Declarant shall enjoy the same rights and assume the same duties (except as otherwise provided in this Declaration, the Bylaws, the Rules and Regulations, or any of the other Condominium Instruments) as they relate to each individual Unit. In addition, Declarant 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 Bylaws or the Rules and Regulations (except that Declarant shall be bound by the final sentence of Article XII, Section 7 of the Bylaws) until the Declarant has closed the sale of all Units.
- G. 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 shall not be obligated to pay assessments on any unsold Units as long as the Declarant makes up any deficit or shortage that may arise in the Condominium's operations.
  
- 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: liens of general and special taxes; and 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 obligatory 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 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. COHOUSING PRINCIPLES AND  
CONSENSUS DECISIONMAKING**

Cohousing is a concept that developed earlier in this century in Europe and the United States. It is a form of housing organization characterized by a participatory planning process and interior and exterior physical environments that promote community interaction and orientation while recognizing the privacy of individual households. Private living units are combined with extensive shared common facilities and complete resident management. The Condominium shall be organized and managed in accordance with cohousing principles, subject to the provisions of the Act.

The community formed in Madison, Wisconsin in 1991 after a series of workshops about the origins and continuing evolution of cohousing. The founding members of the community plan to live in the Units, along with other diverse individuals and households, including a variety of ages and income levels. Although governance of the Association shall be by a Board of

Directors, as set forth in Article IV of the Bylaws, decisionmaking shall be by consensus of the Unit Owners, to the extent possible.

**[THIS SECTION SHOULD BE EXPANDED AND/OR REVISED IN  
LINE WITH THE PHILOSOPHY OF THE COMMUNITY.]**

#### **ARTICLE VI. NOTICES**

Notices, consents, approvals, requests and demands (collectively "Notices") required to be given to the Association, the Association Steering Committee 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 to the Association Recordkeeper; and if no such direction has been received, then at the address of the Unit owned by the Unit Owner. Notices to the Association or the Association's Steering Committee shall be addressed to the Association's registered office. Notices shall be effective upon personal delivery or, if mailed, upon deposit (whether registered, certified or first-class) in any U.S. Post Office Box with postage prepaid.

#### **ARTICLE VII. DECLARANT WARRANTIES**

Declarant will provide to Unit Owners any and all assignable product warranties it has received in connection with a Unit. Except as to Units 120, 124-1 and 124-2, Declarant agrees, at its option, to repair or replace any and all popped drywall nails and cracks in the drywall of a Unit for a period of one (1) year from the date of this Declaration upon notification of such condition from the Unit Owner. 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 Association, or in any offer to purchase it has entered into. 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 VIII. 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 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 IX. 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 X. NOTICES TO MORTGAGEES**

Whenever so requested in writing by the holder, insurer or guarantor of a Mortgage, the Association Steering Committee shall promptly give timely written notice to such insurer, guarantor or Mortgagee of: any 60-day delinquency in the payment of assessments or charges due by the Unit Owner of the mortgaged Unit; any condemnation or casualty loss that affects a material portion of such Unit or the Common Elements; any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and any proposed action requiring the consent of Mortgagees either hereunder or under the 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 XI. 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. Notwithstanding the foregoing, the Declarant may amend the Declaration without any other consents, approvals or votes if such amendment be required to comply with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veteran's Administration or any other governmental or quasi-governmental agency insuring or involved in the making or purchasing of Mortgages of any Unit.

**ARTICLE XII. NUMBER AND GENDER**

Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

**IN WITNESS WHEREOF**, the undersigned have executed this instrument as of the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

MILLS-MOUND LLC, a Wisconsin  
limited liability company

By: \_\_\_\_\_  
Arthur S. Lloyd, Member

By: \_\_\_\_\_  
Susan S. Lloyd. Member



**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF DANE        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1999, before me, personally appeared Arthur S. Lloyd and Susan S. Lloyd, to me known to be the sole Members of Mills-Mound LLC, and to me known to be the persons who executed the foregoing instrument as the deed of said limited liability company, by its authority.

[NOTARIAL SEAL]

\_\_\_\_\_  
\* \_\_\_\_\_  
Notary Public, Dane County, WI  
My Commission: \_\_\_\_\_

THIS INSTRUMENT WAS DRAFTED BY:

Attorney Timothy J. Radelet  
Foley & Lardner  
150 E. Gilman Street  
P.O. Box 1497  
Madison, WI 53701-1497

**EXHIBIT A**

**REAL ESTATE**

PARCEL I: Lot Eight (8), Block Seven (7), Bowen's Addition, in the City of Madison, Dane County, Wisconsin. Tax Parcel Number 60-0709-224-2003-2

PARCEL II: Lot Nine (9), Block Seven (7), Bowen's Addition, in the City of Madison, Dane County, Wisconsin. Tax Parcel Number 60-0709-224-2002-4

PARCEL III: Lot Ten (10), Block Seven (7), Bowen's Addition, in the City of Madison, Dane County, Wisconsin. Tax Parcel Number 60-0709-224-2001-6

PARCEL IV: The East 40 feet of Lot Eleven (11), Block Seven (7), Bowen's Addition, in the City of Madison, Dane County, Wisconsin. Tax Parcel Number 60-0709-224-2012-3

PARCEL V: The West 20.0 feet of Lot Eleven (11) and the East 20.0 feet of Lot Twelve (12), Block Seven (7), Bowen's Addition, in the City of Madison, Dane County, Wisconsin. Tax Parcel number 60-0709-224-2011-5

**EXHIBIT C**

List of Unit Numbers

Fraction of Undivided  
Interest in the  
Common Elements

116	1/18
118	1/18
120	1/18
124-1	1/18
124-2	1/18
1104-A	1/18
1104-B	1/18
1104-C	1/18
1104-D	1/18
1108	1/18
1110-A	1/18
1110-B	1/18
1110-C	1/18
1110-D	1/18
1112-A	1/18
1112-B	1/18
1112-C	1/18
1112-D	1/18

## **EXHIBIT D**

### **TYPES OF UNITS**

Continuing a policy of constant research and improvements, Declarant reserves the right to make specification and/or plan changes without notice or prior obligation, subject to any limitations contained in the Condominium Instruments.

**EXHIBIT B**

**CONDOMINIUM PLAT**