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| SEVENTH AMENDMENT AND RESTATED DECLARATION OF CONDOMINIUM OF NAKOMA TERRACE CONDOMINIUM Notation Parcel No. 0709-321-1107-7 | | | |
| | | Return to: <u>Laura Hay, Resident Agent</u> <u>Nakoma Terrace Condominiums</u> <u>4310 Nakoma Rd.</u> <u>Madison, WI 53711</u> | |
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| | | | |
| | | See Exhibit D | |
| | | Parcel Numbers | |

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

Lisa Comabala

, for 11/29/2022

Director of Planning and Community & Economic Development Date

City of Madison”

This document drafted by:
Laura Hay, Resident Agent
Nakoma Terrace Condominiums
4310 Nakoma Rd.
Madison, WI 54711

11/2022

SEVENTH AMENDMENT AND RESTATED DECLARATION OF CONDOMINIUM OF NAKOMA TERRACE CONDOMINIUM

This Amended and Restated Declaration of Condominium of Nakoma Terrace Condominium (the "Declaration") is adopted as of the ____ day of _____, 2022, by and among each of the undersigned being the owners of at least $\frac{2}{3}$ or sixty-seven percent (67%) of the units and common elements comprising Nakoma Terrace Condominium (the "Condominium"). There are a total of eight (8) units, thus eight (8) owners.

RECITALS

A. The Declarant recorded the original Declaration of Nakoma Terrace Condominium (the "Original Declaration") in the office of the Register of Deeds for Dane County, Wisconsin, on April 25, 1979, as Document No. 1618083.

B. An Amendment to Declaration of Condominium of Nakoma Terrace Condominium (the "First Amendment") was recorded in the office of the Register of Deeds for Dane County, Wisconsin, on May 14, 1979, as Document No. 1620704.

C. An Amendment to Declaration of Condominium of Nakoma Terrace Condominium (the "Second Amendment") was recorded in the office of the Register of Deeds for Dane County, Wisconsin, on May 29, 1979, as Document No. 1622553, and an Amendment to By-Laws of Nakoma Terrace Condominium (the "By-Law Amendment"), was recorded in the office of the Register of Deeds for Dane County, Wisconsin, on May 29, 1979, as Document No. 1622554.

D. An Amendment to Declaration of Condominium of Nakoma Terrace Condominium (the "Third Amendment") was recorded in the office of the Register of Deeds for Dane County, Wisconsin, on July 29, 1981, as Document No. 1714225.

E. An Amendment to Declaration of Condominium of Nakoma Terrace Condominium (the "Fourth Amendment") was recorded in the office of the Register of Deeds for Dane County, Wisconsin, on November 30, 1982, as Document No. 1759758.

F. An Amendment to Declaration of Condominium of Nakoma Terrace Condominium (the "Fifth Amendment") was recorded in the office of the Register of Deeds for Dane County, Wisconsin, on April 5, 1984, as Document No. 1826742.

G. An Amendment to Declaration of Condominium of Nakoma Terrace Condominium (the "Sixth Amendment") was recorded in the office of the Register of Deeds for Dane County, Wisconsin, on August 10, 1990, as Document No. 2216399.

H. The Original Declaration, at Article XV, provides that the Original Declaration may be amended, by written consent of 75% of the unit owners entitled to vote.

I. The undersigned unit owners desire to further amend and fully restate the Original Declaration, as amended, to eliminate any potential confusion arising from the integration of the Original Declaration and the various Amendments.

NOW, THEREFORE, the undersigned unit owners hereby fully amend and restate the Declaration of Nakoma Terrace Condominium. This Declaration shall supersede and replace the Original Declaration, the First Amendment, the By-Law Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment and the Seventh Amendment and the Affidavit. This Declaration does not have the effect of reducing the value of any unit owner's interest in any common element, including any limited common element, or increasing the value of any other unit owner's interest in the common elements or limited common elements. The Original Declaration is hereby amended and restated in its entirety as follows:

DECLARATION

Nakoma Terrace Condominiums

Madison, WI 53711

The Declarant hereby ratifies and confirms that the Land (as defined in Section 2.02), together with all improvements located thereon, and all easements, rights and additions pertaining thereto (the "Property"), has been submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act").

The powers and duties of the Association shall include those set forth in the Association's bylaws (the "Bylaws"), Wis. Stat. ch. 703 (the "Condominium Ownership Act"), and this Declaration.

All Unit Owners, tenants of Units, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all provisions of all rules and regulations of the Association collectively, this Declaration, the Bylaws, and the "Rules and Regulations".

Article I. Name and Address

The name of the condominium shall be Nakoma Terrace Condominium, U.A. and shall be located at the address of 4310 Nakoma Road and 4314 Nakoma Road, Madison, Dane County, Wisconsin, 53711.

Article II. Description of Land

The land subject to this declaration and on which the buildings and improvements are located is described as follows:

Lot Eight (8), Block Three (3), First Addition to Crawford Heights in the City of Madison, Dane County.

It is the intention of the Declarant to subject the property above described to this Declaration and the By-laws as the same may be adopted and amended by the Condominium Association as hereinafter provided.

Article III. Description of Buildings

There are two buildings on the described lands. One building is located at 4310 Nakoma Road and the other building is located at 4314 Nakoma Road. Each building is two stories high and contains four units, two on the first floor and two on the second floor. In addition, each building has an exposed basement which contains three garages. Each building is constructed primarily of brick and siding with a poured concrete foundation. The location of each building showing its location on the lot, location in relation to each other, location in relation to common areas, and the dimensions of each are more particularly described and shown on the Attached Exhibit "A".

Article IV. Description of Units

1. Both buildings shall be comprised of four units. The units shall be numbered as follows:

Building One
(4310 Nakoma Road)
Unit One
Unit Two
Unit Three
Unit Four

Building Two
(4314 Nakoma Road)
Unit One
Unit Two
Unit Three
Unit Four

2. In Building One, the units shall be located as follows: Unit One shall be on the first floor and shall be on the westerly side of the building; Unit Two shall be on the first floor and shall be on the easterly side of the building. Unit three shall be on the second floor immediately above Unit One; Unit Four shall be on the second floor immediately above Unit Two.
3. In Building Two, the units shall be located as follows: Unit One shall be on the first floor and shall be on the southerly side of the building; Unit Two shall be on the first floor and shall be on the northerly side of the building. Unit three shall be on the second floor immediately above Unit One; Unit Four shall be on the second floor immediately above Unit Two.
4. Each Unit in each Building shall also include the enclosed porch attached thereto, as more particularly shown on the Exhibit "A."
5. The precise dimensions of each unit are more particularly described in the attached Exhibit "A".
6. Each unit shall consist of the space enclosed and bounded by the interior surfaces of the walls, floors, ceilings, windows and doors, along the perimeter boundaries of the air space as the boundaries are shown on the plans and specifications, together with all fixtures and improvements therein contained. The interior surfaces of a window or door means the points at which such surfaces are located when such windows or doors are closed.
7. Garages and Basement Storage Closets are Limited Common Areas and are assigned to Units as shown on Exhibits "B and C".
8. Each building shall have three garages in the basement areas. The garages shall be numbered from left to right when facing as follows:

Building One (4310)
2
4
3

Building Two
(4314) 3
4
2

9. In Building One, the garage spaces shall be located on the westerly side of the building. When facing the garages, the garages will be numbered from left to

right 4310-1, 4310-4, 4310-3 to coincide with the unit number they are assigned to.

10. In Building Two, the garage spaces shall be located on the southerly side of the building. When facing the garages, the garages will be numbered from left to right 4314-3, 4314-4, 4314-2 to coincide with the unit number they are assigned to.
11. Each unit shall have access to immediate Common Areas as shown on the plans and specifications.
12. Each Unit includes the plumbing, electrical, heating and air conditioning systems serving only that Unit, and including any pipes, ducts, vents, wires, cables, or conduits designed or used in connection with such plumbing, electrical, heating, or air conditioning systems.
13. Specifically not included as part of a Unit are those structural components of each Building and any portion of the plumbing, electrical, or mechanical systems of the Building serving more than one (1) Unit or another Unit, even if located within the Unit. Any structural components and all plumbing, electrical, mechanical, and public or private utility lines running through a Unit that serve more than one Unit or another Unit are Common Elements.

Article V. Description of General Common Areas and Elements

The General Common Areas and Elements shall include, without limitation, the following: the land on which the buildings are located; the yards, gardens, recreational or community facilities, and other areas used in connection therewith; parking and driveway areas; walkways, sidewalks and steps; community storage spaces; all exterior walls of each building, including the roof of each building, but not including the portions of the walls or ceilings on the unit side of such walls or ceilings; all other parts of the condominium property and all apparatus and installations on the property for the general common use or such as are necessary or convenient to the existence, maintenance, or safety of the condominium, or normally in common use.

Article VI. Description of Limited Common Area and Elements

The limited common areas and elements as hereinafter described, shall be restricted to the use of the four units located within each of the two buildings. The limited common areas and elements shall include all parts of the building, other than the units, located within the exterior walls and ceilings of each building, and shall include, without limitation, the following: walls and partitions separating units; hallways and foyers; stairways; central and appurtenant installations for utility services such as power, light, telephone, gas, sewer, water, heat, garages and other limited common storage spaces. Fixtures designed to serve a single unit located contiguous to the unit boundaries are also deemed limited common areas pertaining to that unit exclusively. A limited common area shall also include all other parts of each building necessary or convenient to its existence, maintenance, and safety or normally in common use and not otherwise part of the general common areas and facilities or a part of each unit.

Article VII. Percentage of Interest of Each Unit

1. Each unit shall have an undivided one-eighth (12.5%) interest in and to the general common areas and facilities which shall appertain to each unit and its owner.
2. Each unit shall have an undivided one-fourth (25%) interest in and to the limited common areas and facilities within the building wherein the unit is located which shall appertain to each unit and its owner.

Article VIII. Number of Votes per Unit

1. Each Unit shall have one (1) vote at meetings of the Association.
2. If there are multiple owners of a Unit, their votes shall be counted in the manner provided in the Bylaws.

Article IX. Purposes and Restrictions of Usage

1. The purposes of the buildings and units are residential and are restricted to that use.

2. **Residents.** Each Unit shall be owner occupied and used for residential purposes and for no other purpose unless otherwise authorized by the Association. No more than 4 persons are allowed to occupy a Unit.
3. **Nuisances.** No use or practice shall be permitted on the property which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.
4. **Renting, Leasing or Subleasing.** Renting, leasing or subleasing units of the Nakoma Terrace Condominium shall be subject to all terms and conditions listed in the Bylaws of the Nakoma Terrace Condominiums.

Article X. Damage or Destruction

1. In the event of damage or destruction of all or part of the condominium, and unless otherwise provided for in this Declaration, a vote of seventy-five (75%) percent of the Unit Owners eligible to vote shall determine whether to rebuild, repair, restore, or sell the property.
2. However, unless other action is taken by the affirmative vote of 75% of the votes of the Unit Owners, or in the event of damage or destruction to common elements or limited common elements, the Association shall properly undertake to repair or reconstruct it to a condition compatible with the remainder of the condominium.
3. In the event the general common areas or limited common areas are damaged to an extent of more than the available insurance proceeds, the condominiums shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having seventy-five (75%) percent or more of the votes. In the case of partition, the net proceeds of sale, together with any net proceeds of insurance, shall be considered as one fund and shall be divided among all unit owners in proportion to their percentage interest in the common elements, and shall be distributed in accordance with the priority of interest of such unit.
4. If damage occurs only to those parts of one unit for which the responsibility of maintenance and repair is that of the Unit Owner, then that Unit Owner shall be responsible for reconstruction and repair of said damage.
5. In the event the damage or destruction is to one building only, and if the cost of repair or construction is in excess of the available insurance proceeds, and if seventy-five (75%) of the Unit Owners having voting rights determine not to repair or reconstruct the unit so destroyed or damaged, the unit owners in the building so destroyed or damaged upon the affirmative vote of 75% of the Unit Owners of that building may repair or reconstruct the building. Any and All costs

of repair or reconstruction in excess of available insurance proceeds shall be treated as a limited common expense and divided among the Unit Owners involved.

6. Any and all reconstruction or repair must be substantially in accordance with the plans and specifications of the original building. Any and all plans and specifications must be approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld.

Article XI. Resident Agent

The name and address of the resident agent under Wis. Stat. § 703.23 is Laura Hay residing at 4314 Nakoma Rd. Unit #1, Madison, WI 53711.

The resident agent may be changed by the Association in the manner permitted by the Wisconsin "Condominium Ownership Act" 703.

Article XII. Amendments

This Declaration may be amended, consistent with Wisconsin Condominium Ownership Act, by written consent of 67% of the Unit Owners entitled to vote. An amendment becomes effective in the manner permitted by the Wisconsin "Condominium Ownership Act".

(Signature Sheets to Follow)

Name _____, Building _____, Unit #____,
Owner One-Eighth (1/8th) /Interest

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2022, _____ who executed
the above instrument and acknowledged the same.

Name: _____
Notary Public, State of Wisconsin
My Commission: _____

[Remainder of page intentionally left blank]

CONSENT OF MORTGAGEE

The undersigned mortgagee of Building _____ Nakoma Rd, Unit ____ of the

Condominium consents to the Amended and Restated Declaration of Condominium set forth above and agrees its mortgage is subject and subordinate thereto. The Mortgagee's lien on Unit _____ in all other respects remains in full force and effect.

Mortgagee: _____

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)

) ss.

COUNTY OF)

Personally came before me this day of _____, 20____, _____,
the _____ of _____, who executed the above instrument and
acknowledged the same.

Name:

Notary Public, State of Wisconsin

My Commission:

[Remainder of page intentionally left blank]