

Articles of Incorporation as contained in instrument dated September 24, 1979 and recorded on September 25, 1979, in Volume 1100 of Records, page 785, as Document No. 1641487.

ARTICLES OF INCORPORATION

OF

THE COVE UNIT OWNERS ASSOCIATION, INC

The undersigned incorporator of a corporation organized under the Wisconsin Nonstock Corporation Law, Chapter 181, Wisconsin Statutes, hereby adopts the following Articles of Incorporation:

ARTICLE I

Name

The name of this corporation is THE COVE UNIT OWNERS ASSOCIATION, INC., and shall be referred to as the Association.

ARTICLE II

Period of Existence

The Association shall have perpetual existence unless dissolved pursuant to provisions of the Wisconsin Statutes then in effect.

ARTICLE III

Purposes

The Association is organized and shall be operated exclusively for the purpose of the acquisition, construction, management, maintenance, and care of Association property.

ARTICLE IV

Power

To carry out the purposes for which the Association is organized it shall have the general powers granted to it by Sections 181.04 and 703.15 (3), Wisconsin Statutes (1977). In exercising these powers the Association shall establish and maintain its qualification as a "condominium management association" under Section 528, Internal Revenue Code as amended from time to time.

ARTICLE V

Membership

There is a single class of members of the Association whose qualifications and rights shall be prescribed by the Bylaws.

ARTICLE VI

Board of Directors

The affairs of the Association shall be managed by a Board of Directors. The number, qualifications, manner of election and term of Directors shall be prescribed by the Bylaws, provided that at no time shall the number of directors authorized be less than three (3).

ARTICLE VII

Initial Board of Directors

The names and addresses of the members of the initial Board of Directors are

- Joe E. Davis                    2811 Wilshire Blvd., Santa Monica, CA
- Robert C. Davis              2811 Wilshire Blvd., Santa Monica, CA
- Vacancy

ARTICLE VIII

Principal Office; Registered Agent

CONTINUED.

The location of the principal office of the Association is 3100 Lake Mendota Drive, Madison, WI, 53705. The initial registered agent of the Association is Kenneth Opitz, 702 North Blackhawk Avenue, Madison, WI, 53705.

ARTICLE IX

Incorporator

The name and business address of the incorporator is Kenneth Opitz 702 North Blackhawk Avenue, Madison, WI 53705.

ARTICLE X

Distribution of Net Earnings

No part of the net earnings of this Association shall inure to the benefit of or be distributable to any individual; except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered, to make payments and distributions in furtherance of its purposes, and to rebate excess assessments.

ARTICLE XI

Amendments

These Articles may be amended or repealed and new articles may be adopted at any meeting of the members by a three-fourths (3/4) affirmative vote of the total membership; provided the text of any such proposed change was included in the notice of the meeting.

Declaration of Condominium as contained in instrument dated August 24, 1979 and recorded on September 25, 1979 in Volume 1100 of Records, page 776, as Document No. 1641485.

DECLARATION OF CONDOMINIUM

of

The Cove, a Condominium

A. Submission to Act:

The undersigned, being the sole owner of the property described herein, by the recording of this instrument subjects the described property to the provisions of Chapter 703, Wisconsin Statutes (1977), the Wisconsin Condominium Ownership Act.

B. Name, Address:

The name of the Condominium is "The Cove, a Condominium" Its address is 3100 Lake Mendota Drive, Madison, Wisconsin.

C. Legal Description:

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

Part of the Northeast 1/4 of Section 17, Township 7 North, Range 9 East, in the City of Madison, described as follows: Beginning at the Northwest corner of parcel of land described in Volume 535 of Deeds, page 233, as Document No. 787874; thence North 64° 38' East along the North line of said parcel 110.95 feet to the Northerly line of a 50 foot road known as Lake Mendota Drive; thence North 35° 21' East along said Northerly line of drive 26.25 feet; thence North 43° 05' East along said Northerly line of drive 145.55 feet; thence North 55° 28' East along said Northerly line of drive 105.15 feet; thence North 62° 56' East along said Northerly line of drive 76.0 feet; thence North 31° 30' West 115.3 feet to point on meander line which is 45 feet more or less Southeast of the shore line of Lake Mendota; thence South 58° 30' West along said meander line 359.6 feet to the West line of parcel of land described in Volume 417 of Deeds, pages 478 through 482, as Document No. 653627, said point also being 37 feet more or less South of said shoreline; thence South 0° 44' West along said West line of parcel 179.9 feet to the point of beginning, together with those lands lying between the shore of Lake Mendota, the Northwesterly line of the above described parcel and straight line extensions of the Westerly and Northeasterly lines of the above described parcel, Dane County, Wisconsin.

D. Definitions and Description:

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

Unit

1. "Unit" is that part of the condominium designed and intended for the exclusive independent use of its owner, its owner's family and those persons authorized or invited to use it by its owner.

(a) A Unit includes one or more contiguous or noncontiguous cubicles of air; the exterior boundaries of each cubicle being the unfinished interior surface of the perimeter walls surrounding the cubicle, the unfinished lower surface of the ceiling above the cubicle, and the uncovered or unfinished upper surface of the floor below the cubicle.

(b) In addition a Unit includes the following items serving the particular Unit although they may be outside the defined cubicle of air:

I. all doors and windows, their interior casements, and all their opening, closing and locking mechanisms and hardware;

II. all wall and ceiling mounted electrical fixtures and recessed junction boxes serving them;

III. all floor, wall, baseboard or ceiling electrical outlets and switches and the junction boxes serving them;

IV. the cable television connection to the Unit and the junction box serving it;

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V. all plumbing fixtures and the piping, valves and other connecting and controlling materials or devices lying between the fixtures and the main water or sewage lines serving the unit.

VI. the piping and valves and other connecting and controlling materials and devices of the hot water heating system lying between the Unit and the main hot water heating line serving the Unit; and

VII. the air conditioners serving the Unit.

(c) Not included as a part of the Unit are those structural components of the building and any portions of the mechanical systems of the building, not specifically included in the Unit under b., above which lie within the cubicle or cubicles of air comprising the Unit

(d) Units are identified by number and location on the Condominium plat of The Cove. This description includes the interests pertaining to the Unit in the Common Elements and Limited Common Elements and the rights and obligations of Unit Owners created under this Declaration and other documents related to the Condominium.

(e) For all purposes hereunder those spaces identified as 704-5 and 804-5 are each a single Unit.

Common Elements

2. "Common Elements" are all those portions of the Condominium which are not included in the definition of Unit and include the tangible personal property used in the operation, maintenance and management of the Condominium. Except as provided herein, the Common Elements are available for the use and enjoyment of and service to owners of Units, their families and those persons authorized or invited to take advantage of them under this Declaration or the Bylaws or in connection with their authorized use of a Unit. Real estate which is part of the Common Elements may not be abandoned, subdivided, encumbered, sold or transferred except by amendment of this Declaration under Section Q hereof.

Limited Common Elements

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

(a) Limited Common Elements and the Unit or Units to which their use is reserved are identified on the Condominium Plat of The Cove,

(b) The owner of any Unit to which the use of a Limited Common element is reserved may grant to the owner of another Unit by deed such grantor Unit Owner's interest in the use of that Limited Common Element either for the period of time the grantor Unit Owner owns the Unit or for a shorter stated period of time, provided no Unit Owner may transfer the right of use of the balcony or patio reserved to such Unit, the storage area reserved to such Unit, or more than one of the parking spaces reserved to such Unit. Any such grant terminates the right of use of the Limited Common Element by the grantor for the duration of the grant.

Association

4. "Association" is the Cove Unit Owners Association, Inc., a non-stock non-profit Wisconsin corporation. All owners of Units in The Cove are members of the Association and subject to its Articles of Incorporation,

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Bylaws and rules adopted by it for the use and management of the Condominium. By becoming members of the Association, Unit Owners assign the management of the Common Elements of the Condominium to the Association. Subject to the reservation of rights to Declarant, the policies of the Association are established by a Board of Directors elected by its members and executed by a retained Manager.

Manager

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

Declarant

6. "Declarant" is Mt. Carmel Nursing Home, Inc., a Wisconsin corporation its successors or assigns. Declarant may assign or delegate some or all of its rights and responsibilities in connection with the Condominium by recording an instrument with the Register of Deeds for Dane County, Wisconsin, describing what is assigned or delegated and to whom.

Unit Owner

7. "Unit Owner" is that person or combination of persons who hold legal title to a Unit or equitable ownership of a Unit as a land contract vendee. The term is used herein in the singular although the ownership interest in a particular Unit may be held by more than one person. The Declarant is not included in the definition of Unit Owner.

Appurtenant Interests, Obligations

There is appurtenant to each Unit of the Condominium an undivided interest in the common elements in the percentages set forth below:

<u>Common Elements</u>	<u>Unit</u>	<u>Percentage</u>	<u>Unit</u>	<u>Percentage</u>	<u>Unit</u>	<u>Percentage</u>
	101	2.045	305	1.845	604	1.845
	102	1.845	306	2.045	605	1.845
	103	1.376	401	2.045	606	2.045
	104	1.845	402	1.845	701	2.045
	105	1.845	403	1.845	702	1.845
	106	2.045	404	1.845	703	1.845
	201	2.045	405	1.845	704-5	3.69
	202	1.845	406	2.045	706	2.045
	203	1.845	501	2.045	801	2.045
	204	1.845	502	1.845	802	1.845
	205	1.845	503	1.845	803	1.845
	206	2.045	504	1.845	804-5	3.69
	301	2.045	505	1.845	806	2.045
	302	1.845	506	2.045	903	3.275
	303	1.845	601	2.045	904	2.159
	304	1.845	602	1.845	905	3.275

Any change in the percentages stated above must be evidenced by an amendment to this Declaration adopted pursuant to its terms and recorded in the office of the Register of Deeds for Dane County, Wisconsin.

Common Expenses

Each Unit Owner is liable for the share of expenses of the Association assessed against such owner's Unit. These expenses, referred to as Common Expenses, are allocated among the Units in the same percentages as the undivided interests in the Common Elements, set forth above.

1. Assessments of Common Expenses, together with such interest as the Association may impose for delinquencies and the costs of collection and actual attorney fees, constitute a lien on the units against which they are assessed. Attachment, filing, effectiveness, priority and enforcement of such liens shall be as provided by law.

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

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3. Unpaid Common Expenses assessed against a Unit are a joint and several liability of grantor and grantee in a voluntary transfer of the Unit if a statement of condominium lien covering the delinquency is recorded. A first mortgagee acquiring a Unit by foreclosure of other remedies under its mortgage is not liable for Common Expenses assessed to the Unit prior to its acquisition of the Unit.

Voting

Each Unit is entitled to One (1) vote in the Association, subject to suspension as noted above. This vote is indivisible and may be cast by the Unit Owner or by proxy as permitted in the Association Bylaws.

Repairs, Maintenance

Each Unit Owner is responsible for the decoration, furnishing, housekeeping repair and maintenance of that owner's Unit and the general cleanliness and presentability of the Limited Common Elements whose use is reserved to the Unit. The Association is responsible for the decoration, furnishing, housekeeping, repair and maintenance of the Common Elements except as provided above. In meeting its responsibilities hereunder or otherwise the Unit Owner may not alter the appearance or design of the exterior of the building or use a Unit, the Limited Common Elements reserved to it or the Common Elements in a manner which adversely affects the exterior appearance of the building.

Uses

The Units and Common Elements of the Condominium may be used only for residential purposes and the management of the Condominium. No such use may unreasonably interfere with the use and enjoyment of the Common Elements and their Units by other Unit Owners and no storage or activity which increases the insurance rates on the Condominium is allowed. Except as provided in this Declaration, no commercial activity may be conducted at the Condominium.

G. Service of Process

Service of process on the Condominium or the Association may be received by Optiz Management, Inc., a Wisconsin corporation, 702 North Blackhawk Avenue Madison, Wisconsin, 53705. A successor for this purpose may be named by the Board of Directors of the Association and is effective when the name and address of the successor is filed with the Secretary of State of the State of Wisconsin.

H. Repair, Reconstruction

In the event of damage to the Common Elements of the Condominium, the Association shall:

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

2. If not insured in an adequate amount, proceed with such repairs or reconstruction assessing the excess as Common Expenses against the Unit Owners payable in accordance with the Bylaws of the Association, unless by vote or consents sufficient under Section Q hereof to amend this Declaration it is agreed to remove the property from the provisions of the Wisconsin Condominium Ownership Act, partition and sell it in which event the insurance and sale proceeds will be distributed in relation to the several Unit Owners' percentage interests in the Common Elements as established in this Declaration, subject to the rights and priorities of mortgagees and other lien holders.

I. Insurance

1. The Association shall maintain multi-peril property insurance at full insurable value based on replacement cost on the entire Condominium. This is to include fire and extended coverage and all other types of coverage commonly maintained on such projects. The Association shall maintain boiler explosion insurance in standard form with limits not less than \$50,000 per accident per location. The Association shall hold this insurance in its name for the use and benefit of the Unit Owners and of the mortgagees of the Units, or their successors and assigns, as their interest may appear.

2. The Association shall maintain comprehensive public liability insurance with limits not less than \$1,000,000 per occurrence for personal injury or property damage on the Common Elements. This is to contain a severability of interest clause permitting recovery by Unit Owners for injury or damage insured against.

3. The Association shall maintain fidelity coverage against dishonest acts by any person, paid or volunteer, responsible for handling the funds belonging to or administered by the Association. The Association is to be the named insured and protection is to be not less than one and one-half times the Association's annual operating expenses and reserves.

4. All insurance is maintained as a Common Expense. The Association acts as trustee for the purpose of obtaining insurance coverage the receipt application and disbursement of proceeds from it.

5. Maintenance of insurance by the Association does not relieve nor prohibit Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or on risks not insured by it.

**J. Expansion**

Declarant reserves no right to expand the Condominium.

**K. Leasing Units**

No Unit Owner may lease a Unit in the Condominium to any person without receiving the prior approval of the Board of Directors of the Association.

**L. Changes in Units**

1. A Unit Owner may make improvements and alterations within a Unit, provided that if it involves the movement, alteration, removal or construction of a wall it must be approved by the Association's Board of Directors. Any such improvement or alteration which is made shall be evidenced by the recording of a modification to the Condominium Plat of The Cove before it is effective; a modification shall require only those procedures required by law and this Declaration and shall not be considered an amendment as provided for in Section Q.

2. The boundaries of adjoining Units may be reallocated by written agreement of the owners of the Units involved subject to amendment of this Declaration under Section Q hereof. This amendment must adequately describe the Units, the proposed relocation of the boundaries and reallocate the percentage interests appertaining to the Units involved.

3. Any such changes in a Unit must be accomplished in accordance with applicable laws, regulations and ordinances. All expenses involved in such changes, including expenses to the Association, which it may charge as a special assessment to the affected Units, shall be borne by the Unit Owners involved in the changes. No such change may alter the exterior appearance of the Unit or the Condominium, impair the structural integrity or operation of the mechanical systems or services of the Condominium, unreasonably interfere with the use and enjoyment of other Units or the Common Elements, reduce the value of the other Units or the Common Elements, or impair or restrict any easement or other right in and to the property.

**M. Remedies**

The Association has all remedies available to it by law for the enforcement of the duties and obligations of Unit Owners, which may be exercised separately or in conjunction with one another. To the extent no damages can be accurately determined for the violation of these duties and obligations, liquidated damages of \$150 may be assessed for each violation.

**N. Certificates**

All certificates stating facts in regard to the Condominium or any of its Units, including statements of condominium lien, statements regarding

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unpaid assessments against any Unit or the then-current status of documents related to the Condominium, shall be signed on behalf of the Association by its secretary or assistant secretary.

**O. Condominium Act**

The provisions of Chapter 703, Wisconsin Statutes (1977), are incorporated by reference into this Declaration.

**P. Reserved Rights; Turnover**

Until a date thirty (30) days after conveyance to purchasers of Units whose aggregate appurtenant percentage interests in the Common Elements equal Seventy-Five percent (75%) Declarant reserves the right to appoint and remove officers and directors of the Association and to exercise the powers and responsibilities of the Association. Notwithstanding this reservation, Declarant shall permit Unit Owners and those persons having made accepted offers to purchase Units to elect one-third (1/3) of the total number of directors on the Board of Directors of the Association. At such time as this reservation of control terminates, and Declarant may advance the termination at its discretion, control of the Association shall be turned over to the Unit Owners provided: so long as Declarant has any Unit not yet sold to a Unit Owner it reserves the right to name one director to the Board of Directors, and from the date of this Declaration until all Units have been sold to Unit Owners notwithstanding any provisions herein to the contrary, Declarant reserves the right to continue development work in accordance with the plans for the Condominium, conduct promotional and sales activities using unsold Units and the Common Elements, and do all other acts it deems necessary in connection with the development of the Condominium and sale of Units so long as these do not violate the rights of Unit Owners or their mortgagees or unreasonably interfere with the use and enjoyment of the Units and Common Elements. Declarant, and after turnover the Association reserves an easement over the entire Condominium to effect repairs, provide services and perform functions authorized or assigned to them by this Declaration.

**Q. Amendments**

Except as otherwise provided herein, this Declaration may only be amended by written consent of seventy-five percent (75%) of the Unit Owners and a similar percentage of mortgagees of Units, provided no such amendment may substantially impair the security of any mortgagee of a Unit. In order to amend this Declaration and the Condominium Plat of The Cove to add further amenities whose cost exceeds \$2,500, a vote of eighty percent (80%) of Unit Owners taken at a meeting of the Association called for this purpose is required. No amendment to the Declaration affecting the status and rights of Declarant may be adopted without the written consent of Declarant. No amendment to this Declaration or the Condominium Plat is effective until an instrument containing the amendment and stating that the required consents or vote was obtained, signed on behalf of the Association by its president and secretary and duly acknowledged or authenticated is recorded in the office of the Register of Deeds for Dane County, Wisconsin.

Amendment to SIP contained in instrument dated July 25, 1981, recorded July 28, 1981, in Volume 2966 of Records, page 51, as Document No. 1714000.

In re: The Cove, a Condominium created by the Declaration recorded September 25, 1979, as Document No. 1641485, and the Condominium Plat recorded September 25, 1979, as Document No. 1641486 and amended February 16, 1981, by Document No. 1697588 (Dane County Registry) in the City of Madison, Dane County, Wisconsin.

The limitation on "family occupancy" contained in the General Development Plan/Specific Implementation Plan of the Planned Urban Development for the above-referenced project contained in a memorandum dated March 13, 1979, from Mt. Carmel Nursing Home, Inc. to the Common Council and Plan Commission, City of Madison, and recorded in Volume 1044 of Records, pages 687-690, as Document No. 1613665, office of the Register of Deeds for Dane County, Wisconsin) is in violation of section 3.23 (4) (a), Madison General Ordinances, and unenforceable. This section is deleted from the GDP/SIP.

Consistent with the intention of the overall plan for this development occupancy will continue to be limited to "family occupancy" with family having the definition given it in section 28.03 (2), Madison General Ordinances, \* subject to rules not inconsistent with the law and ordinances to be adopted by the association of unit owners at the project.

\* as it applies to the R-1 Zoning District for a non-owner occupied unit.

Agreement as contained in instrument recorded on March 16, 1979, in Volume 1045 of Records, page 8, as Document No. 1613671.

This AGREEMENT made this 15th day of March, 1979 by and between Mt. Carmel Nursing Home, Inc. hereinafter called "Mt. Carmel" and the City of Madison a municipal corporation hereinafter called "City".

WHEREAS, "Mt. Carmel" is the owner of the following described parcel, Part of the Northeast 1/4 of Section 17, Town 7 North, Range 9 East, City of Madison, Dane County, Wisconsin more fully described as follows: Beginning at the Northwest corner of parcel of land described in Volume 535 of Deeds, page 233, as Document No. 787874; thence North 64° 38' East along the North line of said parcel 110.95 feet to the Northerly line of a 50 foot road known as Lake Mendota Drive; thence North 35° 21' East along said Northerly line of drive 26.25 feet; thence North 43° 05' East along said Northerly line of drive 145.55 feet; thence North 55° 28' East along said Northerly line of drive 105.15 feet; thence North 62° 56' East along said Northerly line of drive 76.0 feet; thence North 31° 30' West, 115.3 feet to point on meander line which is 45 feet more or less Southeast of the shore line of Lake Mendota; thence South 58° 30' West along said meander line 359.6 feet to the West line of parcel of land described in Vol. 417 of Deeds, pages 478 through 482, as Document No. 653627, said point also being 37 feet more or less South of said shoreline; thence South 0° 44' West along said West line of parcel 179.9 feet to the point of beginning.

Together with those lands lying between the shore of Lake Mendota; the Northwesterly line of the above described parcel and straight line extensions of the Westerly and Northeasterly line of the above described parcel.

and is hereinafter referred to as "Parcel A", and

WHEREAS, the previous owner of Parcel A on April 6, 1966 conveyed to the City a Permanent Sanitary Sewer Easement (Force Main, Life Station and Gravity Sewer) which in part is located on "Parcel A". This easement is recorded in Volume 444 of Misc. page 123 as Document No. 1159867 in the Dane County Register of Deeds Office and is described as follows:

A strip of land 20 feet in width located in the Northwest quarter of Section 16 and the Northeast quarter of Section 17, Town 7 North, Range 9 East, City of Madison, Dane County, Wisconsin, the centerline of which is more fully described as follows: Commencing at the West quarter corner of said Section 16, thence North 01° 03' East 300 feet along the West line of said Section 16; thence North 31° 26' East 33 feet; thence North 17° 46' East 65 feet; thence North 38° 29' East 194 feet; thence North 29° 26' East 150 feet; thence North 20° 52' East 104 feet; thence North 05° 53' East 100 feet; thence North 04° 12' East 155 feet; thence North 00° 11' East 176 feet; thence North 26° 25' East 145.5 feet; thence North 04° 10' West 416.2 feet to a point in the South line of Lake Mendota Drive; thence North 11° 21' West 50 feet to a point in the North line of Lake Mendota Drive; thence South 81° 22' West (South 81° 17' West by Deed) 10 feet along the North line of Lake Mendota Drive to a point that is 10 feet West of measured at right angles to the East line of the property as described in Volume 417 of Deeds, page 478-482 and recorded in the Dane County Register of Deeds office. Last mentioned point being the point of beginning of the center line of the 20 foot easement to be described; thence North 11° 21' West 239.5 feet on a line that is parallel to and 10 feet West of measured at right angles to the East line of the property as described in said Volume 417; thence South 84° 07' West 140.5 feet; thence South 64° 52' West 140.5 feet; thence South 69° 30' West 300 feet; thence South 65° 40' West 100 feet; thence South 58° 30' West 330 feet +/- to a point in the West line of the property as described in said Volume 417. Last mentioned point being the end of the center line of the 20 foot easement to be described.

and is hereinafter referred to as the "Easement"

WHEREAS, "Mt. Carmel" is proposing to convert the existing building and other improvements located on "Parcel A" to condominiums.

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WHEREAS, "Mt. Carmel" is proposing to construct additional improvements on "Parcel A" in conjunction with this conversion.

WHEREAS, the City on December 19, 1978 adopted Ordinance No. 646, File Number 5034-1662 rezoning "Parcel A" to P.U.D. (S.I.P.) District to permit "Parcel A" to be used for condominium purposes.

WHEREAS, "Mt. Carmel" in complying with the conditions for approval of the rezoning did file plans for this conversion in the Dane County Register of Deeds Office on the day of March, 1979 as Document No. 1613665.

WHEREAS, page 2 of said plans provide for the following encroachments to be constructed in, on and over the "Easement",

1. Six Wooden deck structures projecting 8.5 feet into the easement area to be for the exclusive use of the owners and their guests of the first floor condominiums.

2. One Wooden deck structure with a canvas awning to be used in common by all of the owners of the condominiums and their guests included within "Parcel A".

3. An elevated concrete pool deck approximately 4 feet above the existing ground consisting of 4 inch "Span-crete" supported by concrete walls and columns to be used in common by all of the owners and their guests of the condominiums included within "Parcel A".

4. A paved walk 6 feet wide with curb on one side to be used in common by all of the owners and their guests of the condominiums included in "Parcel A".

which are hereinafter referred to as the "Encroachments"

NOW THEREFORE in consideration of the mutual covenants and other good and valuable consideration herein, the receipt of which is acknowledged, it is agreed by the parties as follows:

A. The City hereby grants permission to "Mt. Carmel" to construct the "Encroachments" in, on and over the "Easement".

B. The City shall provide "Mt. Carmel" 72 hours written notice to remove the "Encroachments" for non-emergency maintenance repair or replacement of the gravity sanitary sewer and force mains located in the "Easement". This notice to be personally delivered or delivered by U.S. Mail to the manager of the condominiums at 3100 Lake Mendota Drive, Madison, Wisconsin. In the event the notice requires the removal of one of the six wooden decks privately owned (Item 1 of the Encroachments) the manager shall immediately deliver the notice to the owner of the deck. The 72 hour notice period shall begin upon receipt of the notice by the manager.

C. The City its agents and assigns shall have the right to remove the "Encroachments" in the "Easement" in the event they are not removed within 72 hours of receipt of the notice.

D. The City, its agents and assigns shall have the right to remove any and all "Encroachments" in the "Easement" without notice for emergency maintenance, repair and replacement of the gravity sanitary sewer and force main located within the "Easement".

E. The City shall not be responsible for the damage caused to the "Encroachments" by their removal or any responsibility for the repair, replacement or restoration of the "Encroachments."

F. "Mt. Carmel" shall include in the conveyance of the 6 condominiums of which the private wooden decks are a part (Item 1 of the Encroachments)

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a condition stating the City's Rights and the owner's responsibilities in the removal and replacement of the encroachment in accordance with the terms of this agreement.

G. "Mt. Carmel" agrees to assume all cost and responsibility for the repair and replacement of the gravity sanitary sewer and force main located within the "Easement" caused by the construction of the "Encroachments" into the "Easement."

H. The City shall have the right to enter upon the encroachments without prior notice for routine inspection and maintenance which does not require removal of encroachments.

IT IS FURTHER AGREED TO BY THE PARTIES AS FOLLOWS:

I. The determination of whether maintenance, repair or replacement of the gravity sanitary sewer and force main located within the "Easement" is of a routine nature requiring a 72 hour notice or of an emergency nature not requiring any notice shall be at the sole judgment of the City.

II. All the terms and conditions with respect to this agreement are expressly contained herein and the parties hereto agree that no representation or promise has been made which is not expressly contained herein.

III. This agreement and the conditions contained herein shall run with the land and be binding on the heirs, successors and assigns of "Mt. Carmel."

IV. This agreement shall continue in full force and effect under all terms and conditions contained herein until such time that all of the above "Encroachments" have been removed and the "Easement" restored to the satisfaction of the City. At that time this agreement may be terminated by recording in the Register of Deeds Office a notice of termination of agreement properly executed by all parties.

Restrictions as contained in instrument recorded on March 16, 1979, in Volume 1044 of Records, page 687, as Document No. 1613665.

March 13, 1979

TO The Common Council of the City of Madison  
The Plan Commission of the City of Madison

Re: 3100 Lake Mendota Drive, Madison, Wisconsin, The Cove Condominium  
a Planned Unit Development - General and Specific Implementation  
Plan.  
(PUD - GDP and SIP)

Gentlemen

Mount Carmel Nursing Home, Inc., a Wisconsin Corporation, is the owner of the above described property and hereby submits a General Development Plan and Specific Implementation Plan covering the property pursuant to Section 28.07 (6), City Ordinance of the City of Madison.

a. The legal description of said property follows:

Section 17, Township 7 North, Range 9 East, part of the Northeast 1/4 at Northeast corner of Lot 152, Second addition to Shorewood Hills; thence North 0° 44' West, 237 feet to Point of beginning; thence North 64° 38' East, 110.95 feet to Northerly line of Lake Mendota Drive; thence North 35° 21' East along Northerly line of said drive 26.25 feet; thence North 43° 05' East along said drive 145.55 feet; thence North 55° 28' East along said line 105.15 feet; thence North 62° 50' East along said drive 76 feet; thence North 31° 30' West to the shoreline of Lake Mendota; thence Southwest along said shoreline to Northerly extension of East line of Lot 152 Second Addition to Shorewood Hills; thence South 0° 44' East along said line to point of beginning.

b. Access to this parcel of land is directly off of Lake Mendota Drive. 37 surface parking stalls, 51 underground enclosed parking stalls and 4 carport parking stalls supply this development.

c. Detailed lot layout shall be as portrayed by the recorded site plan. Location of the existing building is shown together with existing and expanded parking areas and paddle tennis facilities and access point to Lake Mendota.

d. The architectural character of the existing building is a nine story brick and concrete building of contemporary design. The concrete areas will be sand blasted to provide a uniform texture on all concrete finishes. Storm water drainage will be accomplished on site via storm sewer pipes to the East and West of the building emptying to Lake Mendota. Existing landscaping will be supplemented according to the recorded landscaping diagram. Use of the existing natural setting and landscaping will be encouraged wherever possible.

e. Location and size of sanitary sewer, water main and all laterals are shown on the attached site plan.

f. Usable open space is 19,998 square feet or 392 square feet per unit or 188 square feet per bedroom.

g. The 51 condominium units will include 48 two bedroom units, 2 three bedroom units and 1 one bedroom unit.

h. Type of occupancy will be family occupancy defined as related adults with no children permitted to move into any unit on a permanent basis.

i. Total building size is 88,888 square feet of living space inclusive of hallways with an additional 22,840 square feet of underground parking area (51 car parking).

CONTINUED

j. Lot area per unit is 1,355 square feet or 677.5 square feet per bedroom.

k. Parking of trailers, campers, boats, and snowmobiles will not be permitted.

l. It is expected that the redevelopment schedule will proceed along normal line. The first units will be offered for sale in May 1979.

m. Underground parking stalls shall be for the exclusive use of the condominium occupants. All surface parking areas, hallways, paddle tennis, hot tub, sauna, and green areas shall be common areas restricted in use by the condominium covenants and restrictions.

n. The sign will be surface mounted on the building and be letters 18 inches high of helvetica medium backlip letters at sign metal.

o. The following items will be completed on or before completion of the project:

1. A code complying standpipe within the present structure shall be provided.

2. Access panels or windows shall be provided in at least two locations on each floor to provide access to fire Department equipment and personnel

3. All wood studs shall be removed and metal studs walls shall be installed.

4. A Fire Department standpipe conforming to NFPA #14 as required by Madison General Ordinance Section 34.14(4) shall be installed.

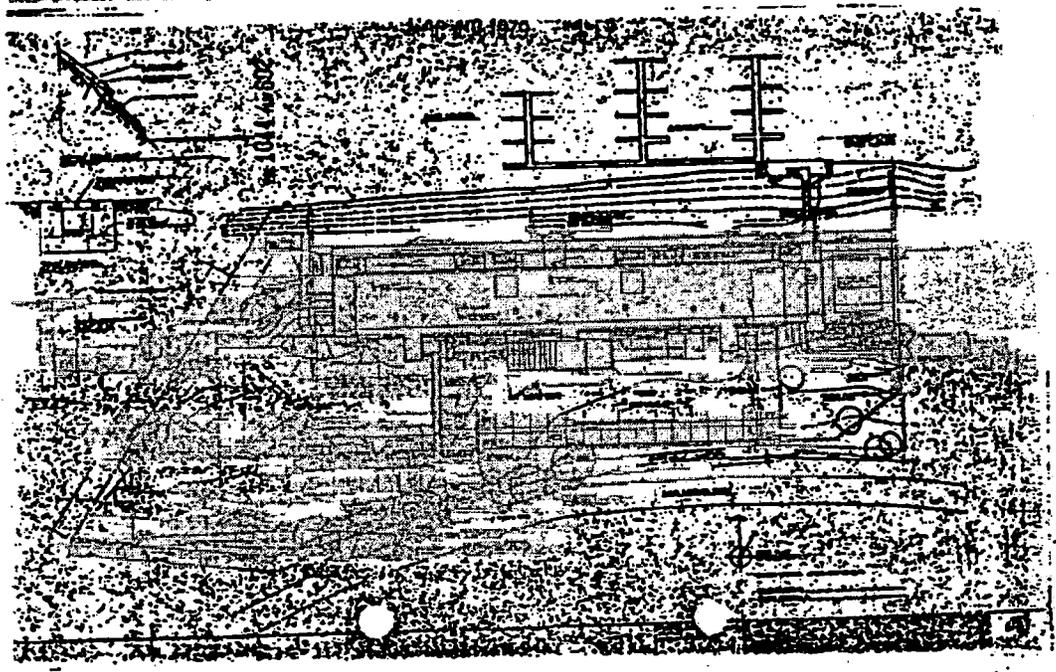
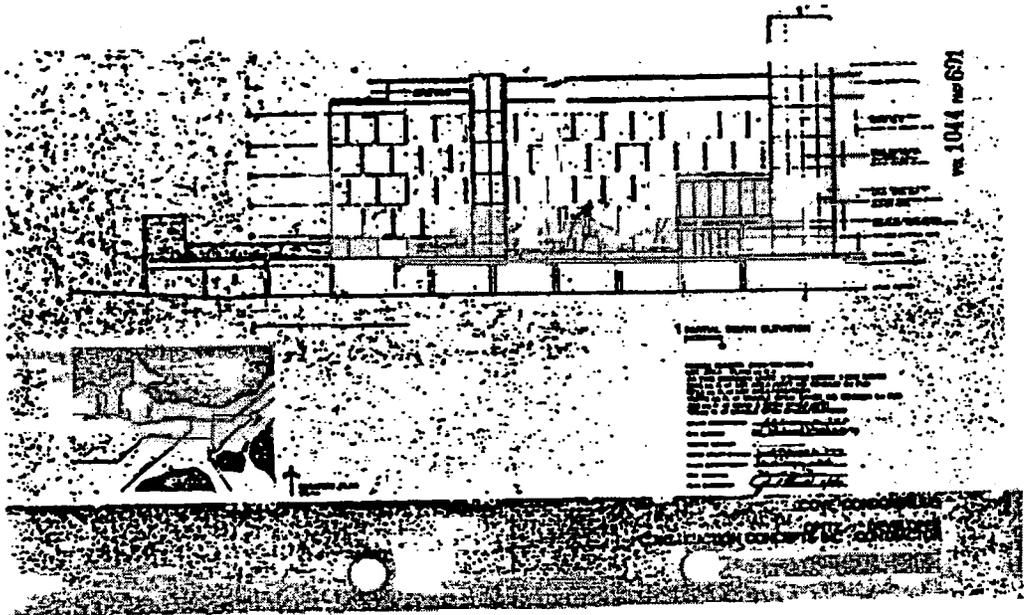
5. Portable fire extinguishers shall be provided in accordance with NFPA #10 as required by Section 34.14(5) of Madison General Ordinances.

6. Single station smoke detectors in each sleeping area shall be provided in accordance with Madison Fire Department policy.

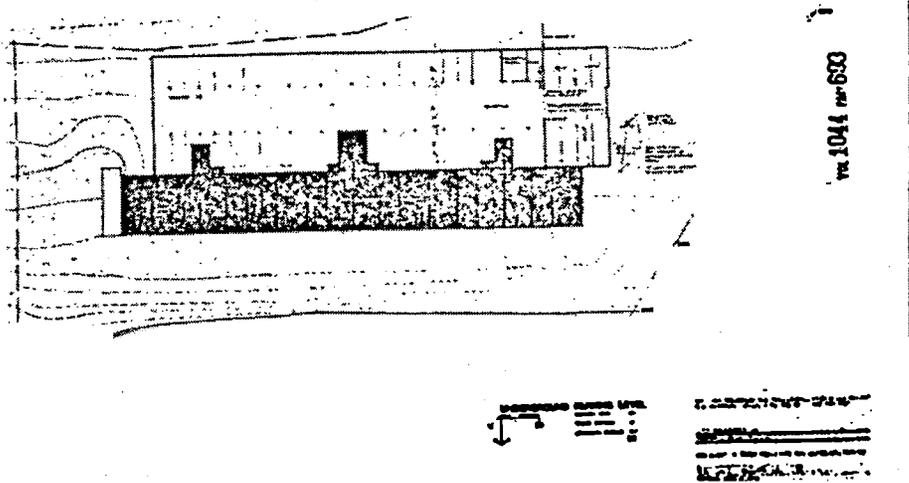
7. One of the approved methods for handling combustible waste as required by Madison General Ordinance Section 34.28(4) shall be applied.

8. Approved smoke detectors shall be located in the exit hallways connected to the internal fire alarm system which will activate an Eagle-Picher radio alarm box that is also to be provided by the owner. (Communications Chief Donald Olson shall be contacted for details of the Eagle-Picher alarm box.)

p. This document plus the required plans to be submitted and approved only by City staff prior to issuance of a building permit constitute the General and Specific Implementation Plan. It is specifically understood that this General and Specific Implementation Plan is a part of the City Zoning Ordinance and shall become the binding requirements when recorded. The City of Madison shall have the right to enforce this plan and penalties for any violations shall be those penalties provided for in the zoning ordinance.

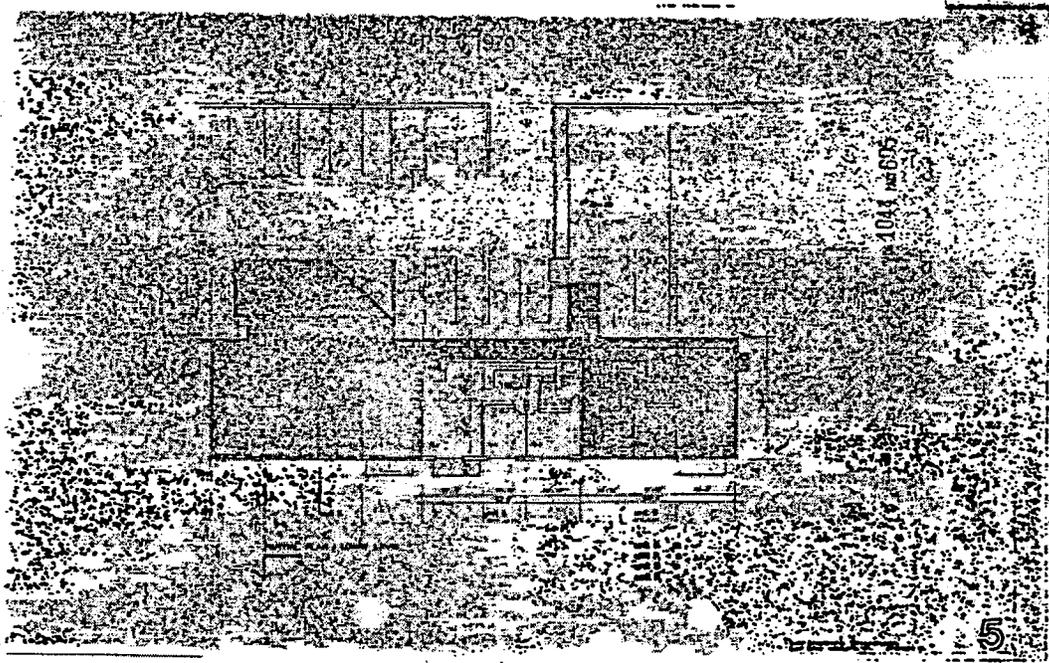
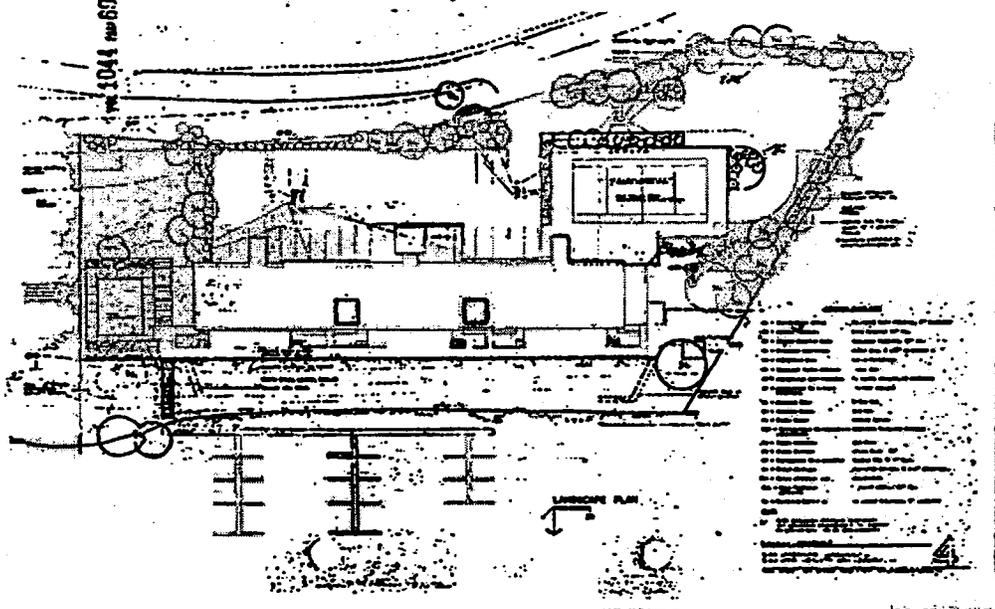


MAR 16 1979



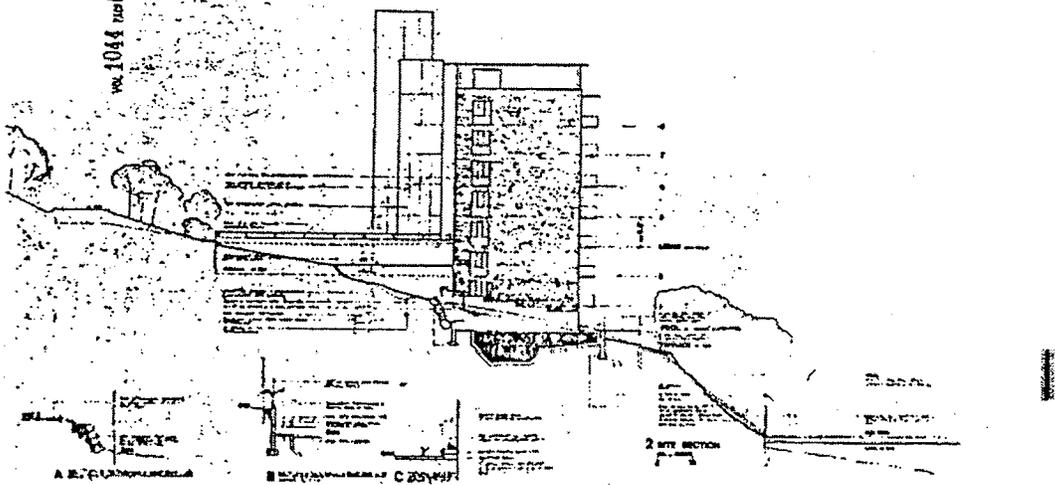
MAR 1 6 1979

NO. 1044 REV. 6/74



MAR 1 6 1979

NO. 1044 REV. 6/74



Restrictions as contained in instrument recorded on November 5, 1979, in Volume 1316 of Records, page 33, as Document No. 1647501.

October 16, 1979

To: The Zoning Administrator  
The City of Madison

Re 31 Lake Mendota Drive, Madison, Wisconsin, The Cove Condominiums, Amendments to the Planned Unit Development/Specific Implementation Plan.

Gentlemen;

Mount Carmel Nursing Home, Inc., a Wisconsin Corporation, the owner of the property described below hereby submits alterations to be amendments to the recorded Specific Implementation Plan recorded March 16, 1979, Document No. 1613665.

a. The legal description of said property follows:

Section 17, Township 7 North, Range 9 East of Northeast corner of Lot 152, Second Addition to Shorewood Hills; thence North 0° 44' West, 237 feet to point of beginning; thence North 64° 38' East, 110.95 feet to Northerly line of Lake Mendota Drive; thence North 35° 21' East along said Drive 26.25 feet; thence North 43° 05' East along said Drive 145.55 feet; thence North 55° 28' East along said line 105.15 feet; thence North 62° 50' East along said Drive 76.0 feet; thence North 31° 30' West to the shoreline of Lake Mendota; thence Southwest along said shoreline to Northerly extension of East line of Lot 152, Second Addition to Shorewood Hills thence South 0° 44' East along said line to point of beginning.

Per survey of Andrew Dahlen - dated 12/6/65.

Items to be amended are as follows

1) Reduce tennis structure from 120' X 65' to a paddle tennis deck 40' X 65'. This added three parking stalls on the main parking deck. See Plan 1.

2) Delete the swimming pool on the east property line. Add a hot-tub sauna room was developed within the building to replace the pool in terms of amenity package. See Plan 2.

3) Reduce the size of the entrance lobby from 22' X 27' to 7' X 16'. The entry design as recorded as a two story concrete addition with a skylight roof. The revised entry design is a steel and glass structure with canvas awnings and two flag banners as signage for the front of the building. See Plan 1.

4) The underground parking structure as recorded shown 51 parking stalls. The enclosed parking now is to contain 49 parking stalls. One parking stall was replaced by an enclosed heated fire pump room to meet Madison Fire Department requirements for fire protection. The second deleted stall was replaced by mechanical duct chase. The ratio of units to enclosed parking stalls is now 1 to 1. See Plan 3.

5) After the renovation had begun, the market demand indicated the potential for larger units high in the building in addition to the existing penthouse units. The architect designed a double unit on the seventh and eighth floor by removing a party wall making a three bedroom unit with large living-dining-kitchen combination. See Plan 4. The resultant unit mix is 49 condominium units to include 46 two bedroom units, 4 three bedroom units and 1 one bedroom unit.

1714000

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AMENDMENT TO SIP

In re: The Cove, a Condominium created by the Declaration recorded September 25, 1979, as Document No. 1641485, and the Condominium Plat recorded September 25, 1979, as Document No. 1641486 and amended February 16, 1981, by Document No. 1697588 (Dane County Registry) in the City of Madison, Dane County, Wisconsin.

The limitation on "family occupancy" contained in the General Development Plan/Specific Implementation Plan of the Planned Urban Development for the above-referenced project (contained in a memorandum dated March 13, 1979, from Mt. Carmel Nursing Home, Inc. to the Common Council and Plan Commission, City of Madison, and recorded in Volume 1044 of Records, pages 587-630, as Document No. 1613464, office of the Register of Deeds for Dane County, Wisconsin) is in violation of section 2.22(4)(a), Madison General Ordinances, and unenforceable. This section is deleted from the GDP/SIP.

Consistent with the intention of the overall plan for this development occupancy will continue to be limited to "family occupancy" with family having the definition given it in section 21.02(2), Madison General Ordinances, subject to rules not inconsistent with the law and ordinances to be adopted by the association of unit owners at the project.

Dated July 23, 1981.

*Barbara Kelly*  
Barbara Kelly, Zoning Administrator  
City of Madison

Signature authenticated this 25 day of July, 1981.

*Wm. Philip Horton*  
Wm. Philip Horton, Member  
State Bar of Wisconsin

\* as it applies to the R-1 Zoning District for a non-owner occupied unit.

1714000

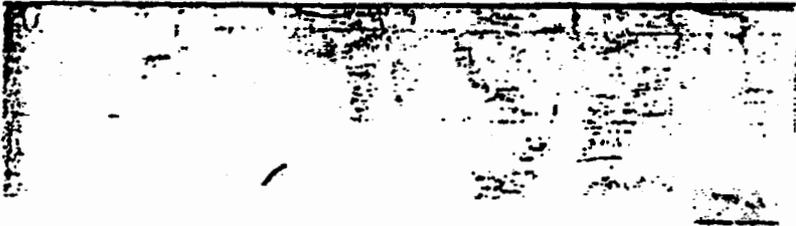
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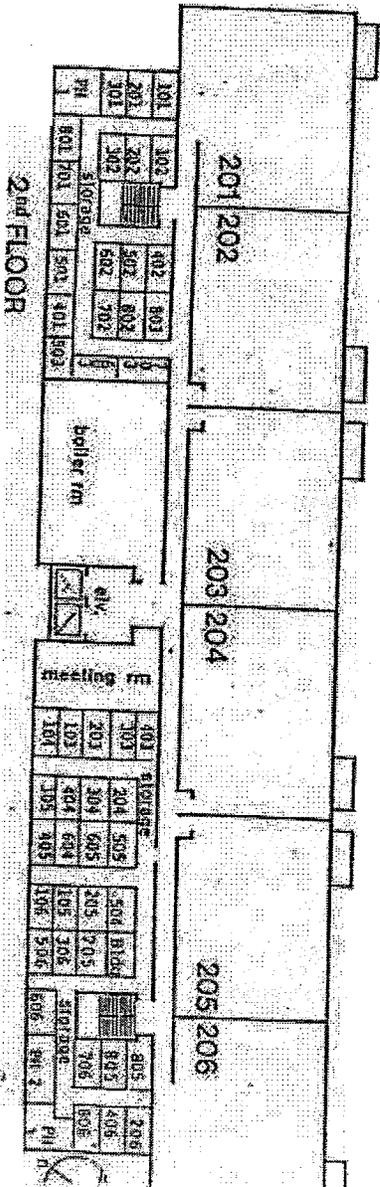
VOL. 2106 PAGE 11  
OFFICE OF THE REGISTER OF DEEDS

This instrument drafted by  
Attorney W. P. Horton  
P. O. Box 2638  
Madison 53701

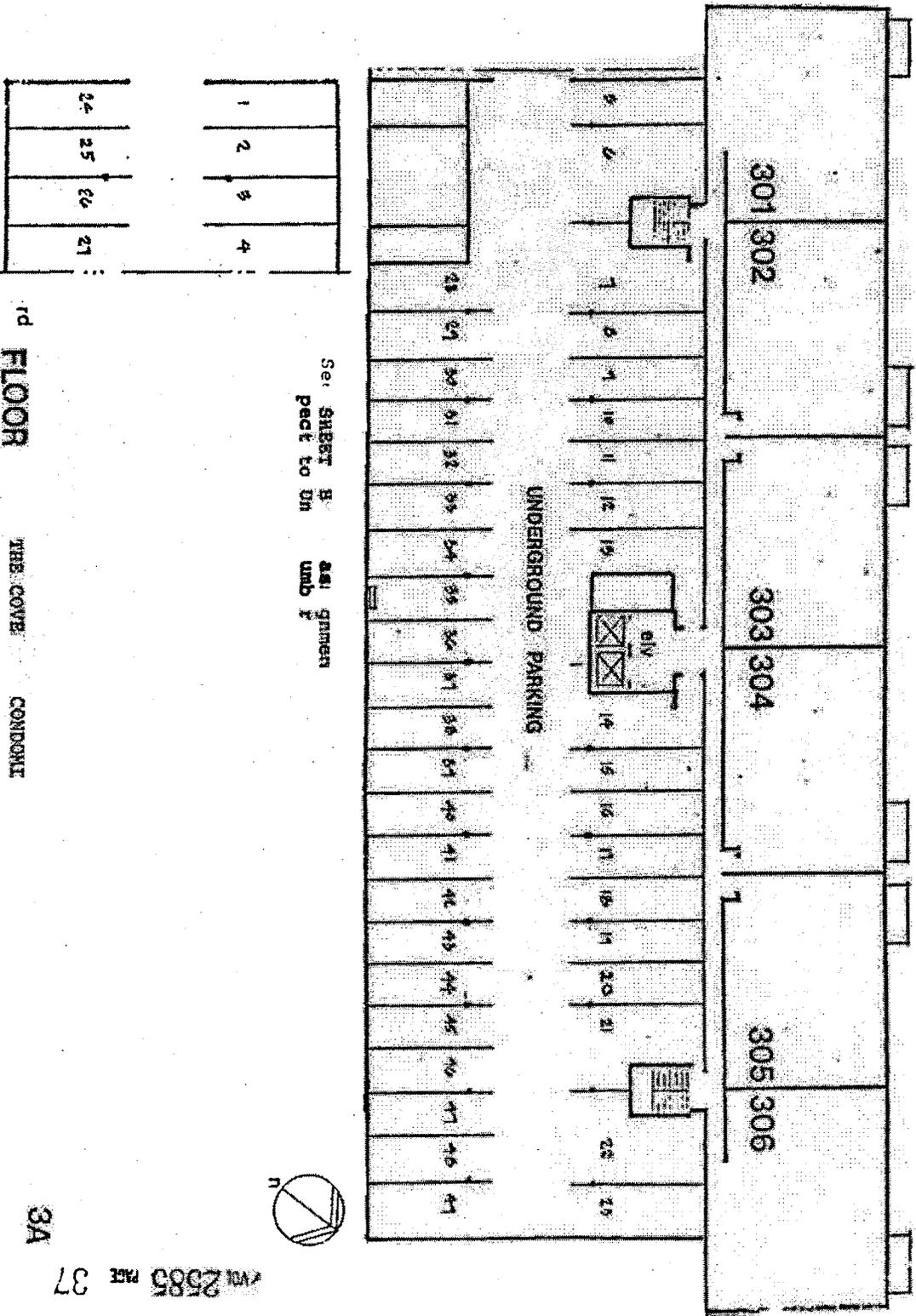




THE COVE - A CONDOMINIUM  
 STORAGE ASSIGNMENTS



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2585 RE 37

Right of Way Grant as contained in instrument dated December 19, 1979 and recorded on January 2, 1980, in Volume 1521 of Records, page 44, as Document No. 1653629.

**RIGHT OF WAY GRANT  
ELECTRIC POLE LINE**

The undersigned herein called Grantor in consideration of One Dollar (\$1.00) and other valuable considerations paid to Grantor by MADISON GAS AND ELECTRIC COMPANY, a Wisconsin corporation, Grantee, receipt of which is hereby acknowledged does hereby grant, convey and warrant unto said Grantee its successors and assigns the perpetual right and easement to construct erect, maintain and operate a line of poles, wires and other appurtenances necessary for the Transmission of electrical current upon, over and across the following described land situated in Dane County, Wisconsin.

A strip of land Ten (10) feet in width, located in the Northeast 1/4 of Section 17, Town 7 North, Range 9 East, City of Madison, Dane County, Wisconsin, the centerline of said strip being more particularly described as follows:

Beginning at the Northwest corner of the parcel of land described in Volume 5 of Deeds, page 233, as Document No. 787874, thence North 64° 38' East along the North line of said parcel 110.95 feet to the Northerly line of a 50 foot road known as "Lake Mendota Drive"; thence North 35° 21' East along the Northerly line of drive 26.25 feet to the point of beginning; thence North 50° 09' West, 145 feet, more or less, to the point of termination.

TOGETHER with the right to enter upon said land for the above purposes and repairing or removing the same, and the right to trim or remove such trees or bush as may now or hereafter interfere with or endanger said line. The Grantee shall not have the right to erect any fence or other structure unless otherwise specifically provided for herein. The Grantor hereby reserves the right to erect said land but shall not interfere with the use of the same by Grantee for any of the purposes hereinabove granted.

This Agreement is binding upon heir, administrators, executors, and assigns of Grantor.

AMENDMENT NO. 1 TO  
DECLARATION OF CONDOMINIUM  
OF  
THE COVE, A CONDOMINIUM

836198

VOL 5736 PAGE 79

The undersigned hereby amend the Declaration of Condominium of The Cove, a Condominium, which was dated August 24, 1979, and recorded on September 25, 1979, in Volume 1100 of Records, beginning on page 776, as Document No. 1641485, in the Dane County Register of Deeds office. Such amendment is as authorized in Section Q of the Declaration and is as follows:

1. Section D.2 entitled "Common Elements" is amended by adding the following:

Despite anything in this section, any pier or similar movable structure which is seasonally constructed for the benefit of all Unit Owners and any boat hoist, rack, or platform constructed adjacent to such pier or similar movable structure or attached to it for the use of one or a group of Unit Owners, shall not be deemed part of the Common Elements or of the Condominium real estate for the purposes of the last sentence of Section D. 2 of the Declaration of Condominium; however, the Board of Directors shall have full authority to act for the Unit Owners regarding the use of such piers, boat hoists, racks, buoys, and platforms.

2. Section R entitled "Attachments to Common Elements" is added to read as follows:

No Unit not already having, by approval or the original construction by the Declarant or by the original Unit Owners prior to this date, tile, hardwood or other hard floor coverings shall have installed by either tenant or Owners any such hard floor coverings or other materials attached to the Common Elements (the internal or external walls, floors or ceilings) which create an unreasonable noise intrusion upon another Unit. By this amendment, the Association has defined wood, tile, plastic, linoleum, or any other floor covering besides soft materials like carpeting to be such noise producing material. This prohibition does not apply to the tile in the kitchens, baths, entranceways of the Units which is already in place.

The undersigned, as President and Secretary of The Cove Unit Owners Association, Inc., hereby certify that the foregoing Amendment No. 1 to the Declaration of Condominium was duly

*b. rock*

adopted in writing, by at least seventy-five percent (75%) of the Unit Owners and by at least seventy-five percent (75%) of the mortgagees of Units and by the Declarant as provided in Section Q of the Declaration of Condominium for The Cove, a Condominium, and in Section 703.09 (2) of the Wisconsin Statutes.

This amendment has been executed at Madison, Wisconsin, this 5 day of June, 1984.

REGISTERS OFFICE  
DANE COUNTY, WIS. S  
RECORDED ON

84 JUN 5 AID: 23

Register of Deeds

The Cove Unit Owners' Association, Inc.

BY: John P. Guimond (SEAL)  
JOHN P. GUIMOND, President

Norma E. Jones (SEAL)  
NORMA E. JONES, Secretary

STATE OF WISCONSIN )  
DANE COUNTY ) ss

Personally came before me this 5<sup>th</sup> day of June, 1984, the above-named John P. Guimond and Norma E. Jones, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

James L. Starke  
Notary Public, Dane County, Wisconsin  
My Commission expires 11/19/86

This instrument drafted by:  
Attorney Ronald R. Smith  
Madison, Wisconsin

return  
Norma E. Jones  
3100 Lake Mendota Dr #505  
Madison, WI 53705

2170026

AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OF VOL 13494 PAGE 24  
THE COVE, CONDOMINIUM

The undersigned hereby amend the Declaration of Condominium ("Declaration") of The Cove, a Condominium, dated August 24, 1979, and recorded September 25, 1979, in Volume 1100 of Records, as Document No. 1641485, in the Dane County Register of Deeds Office as follows:

1. Section I, Insurance, Paragraph 3 of the Declaration is deleted, and the following paragraph is substituted therefor:

The Association shall maintain fidelity coverage against dishonest acts by any person, paid or volunteered, responsible for handling the funds of the Association. The Association is to be the named insured and protection is to be not less than twenty percent (20%) of the Association's annual operating budget.

2. Section D, Definitions and Descriptions, Paragraph 1.b. (vi) of the Declaration is deleted.

3. Section D, Definitions and Descriptions, Paragraph 1.e. of the Declaration is deleted and the following substituted therefor:

For all purposes hereunder those spaces identified as 404-5, 704-5, and 804-5 are each a single Unit.

4. Section E, Appurtenant Interests; Obligations, of the Declaration is amended as follows: Unit 404 with designated percentage of 1.845 and Unit 405 with designated percentage of 1.845 is deleted. Unit 404-5 is added to the list with a designated percentage of 3.69. The condominium plat for The Cove is amended so that all limited common area assignments for storage and parking designated for Units 404 and 405 are reassigned to Unit 404-5.

5. The condominium plat for The Cove is amended so that the storage space presently assigned to "BLDG" is reassigned to Unit 705.

The undersigned, as President and Secretary of the Cove Unit Owners Association, Inc. hereby certify that the foregoing Amendment to the Declaration was duly adopted in writing by at

6

least seventy-five percent (75%) of the unit owners and by at least seventy-five percent (75%) of the mortgagees of the units as provided in Section Q of the Declaration and in section 703.09(2) of the Wisconsin Statutes:

Dated this 31st day of October, 1989.

THE COVE UNIT OWNERS' ASSOCIATION, INC.

BY: John P. Tataronis  
John Tataronis, President

Norma E. Jones  
Norma E. Jones, Secretary

State of Wisconsin )  
                          ) ss  
County of Dane      )

Personally came before me this 31<sup>st</sup> day of Oct, 1989, the above-named John Tataronis and Norma E. Jones, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

[Signature]  
Notary Public, Dane County, Wisconsin  
My commission is permanent.

RECORDERS OFFICE  
DANE COUNTY, WI.  
JANE LIGHT  
REGISTER OF DEEDS  
RECORD ROOM  
NOV 1 1 29 PM '89

Return to:  
Howard S. Goldman  
3100 Lake Mendota Dr.  
#202  
Madison WI 53705

771

1131977

MAY 28 1965

SANITARY SINKER EASEMENT (FORCE MAIN, LIFT STATION AND GRAVITY SEWER)

KNOW ALL MEN BY THESE PRESENTS, that Madison Bank & Trust Co., a Wisconsin Banking Corporation, as Trustee of TNC Trust No. One, TNC Trust No. Two, and TNC Trust No. Three

being the owners of the property hereinafter described, in consideration of the sum of --- One ---

Dollars (\$ 1.00 ), the receipt whereof is hereby acknowledged, and the benefits that will inure to the owners by reason of the proposed sanitary sewer, do grant, set over and convey unto the CITY OF MADISON, a Municipal Corporation located in Dane County, Wisconsin, its successors and assigns, a perpetual easement and right of way for sanitary sewer purposes, including the right of excavation, ingress and egress and to operate the necessary equipment thereon, on the following described lands:

A parcel of land in the Northeast Quarter of Section 17, Town 7 North, Range 9 East, in the City of Madison, Dane County, Wisconsin, described as follows:

Commencing at the Northwest corner of the parcel of land described in Volume 535 of Deeds on Pages 233 through 237, Dane County Registry; thence North 0°-44' East, along the West line of a parcel of land described in Volume 417 of Deeds on Pages 478 through 482, Dane County Registry, 216.9 feet more or less to the shore line of Lake Mendota and the point of beginning of this description; thence South 0°-44' West, along said West line of parcel, 216.9 feet more or less to the Northwest corner of parcel described in Volume 535 of Deeds on Pages 233 through 237, Dane County Registry; thence North 64°-38' East along the North line of said parcel, 35.0 feet; thence North 21°-38' East, 127.0 feet; thence North 35°-22' West, 114 feet more or less to the shore line of Lake Mendota; thence Southwesterly along said shore line 19 feet more or less to the point of beginning.

Together with rights of access to Lake Mendota Drive over existing blacktop drives and gravel service roads on said lands.

79-17-1-1  
Pub. (L): 1-1

IN WITNESS WHEREOF, the said Madison Bank & Trust Co., as Trustee, as aforesaid, party of the first part, has caused these presents to be signed by Robert C. O'Malley, its <sup>Vice</sup> President, and countersigned by E. H. Fetterle, its <sup>Cashier</sup> Secretary, at Madison, Wisconsin, and its corporate seal to be hereunto affixed, this 23rd day of November, 1964.

Madison Bank & Trust Co., as Trustee of TNC Trust No. One, TNC Trust No. Two, and TNC Trust No. Three  
Corporate Name  
Signed and Sealed in Presence of  
Eleanor Lichman Robert C. O'Malley  
Eleanor Lichman Vice President  
Robert C. O'Malley  
Countersigned:

Joyce Montgomery E. H. Fetterle  
Joyce Montgomery Secretary  
E. H. Fetterle Cashier

STATE OF WISCONSIN )  
Dane County ) ss.

Personally came before me, this 23rd day of November 1964, Robert C. O'Malley, <sup>Vice</sup> President and E. H. Fetterle, <sup>Cashier</sup> Secretary, of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President and Cashier Secretary of said Corporation, and Acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

Eleanor Lichman  
Eleanor Lichman  
Notary Public, Dane County  
County, Wisconsin.  
My Commission June 8, 1965

This instrument drafted by  
Robert T. Seacat  
Assistant City Attorney  
City of Madison, Wisconsin

1613669

STATE BAR OF WISCONSIN FORM 1  
DEED CLAIM DEED

CITY OF MADISON a municipal corporation  
of Dane County, Wisconsin

Part of the Northeast 1/4 of Section 17, Town 7 North  
Range 9 East City of Madison, Dane County, Wisconsin more  
fully described as follows:

Commencing at the Northwest corner of the parcel of land described in  
Volume 528 of Deeds, Page 233 as Document No. 787874 in the  
Dane County Register of Deeds Office; thence North 64°38'00" East 35 feet along the North  
line of said parcel, said North line also being the South line of the Sanitary Sewer  
Easement (Force Main Life Station and Gravity Sump) conveyed to the City of Madison by  
one certain easement recorded in Volume 427 of Misc. Page 182 as Document No. 1131977 in  
the Dane County Register of Deeds Office; thence North 21°38'00" East 61.49 feet along the  
southeast line of said Easement to the point of beginning of the property to be  
described; thence North 32°22'00" West 80.51 feet; thence North 57°38'00" East 53 feet  
to a point in the Northeast line of the easement described in said Volume 427 of Misc.;  
thence South 32°22'00" East 42 feet along the said Northeast line to the Southeast line  
of said easement; thence South 21°38'00" West 65.51 feet along the said Southeast line  
to the point of beginning.

It being the intent of this conveyance to release any interest the City of Madison may have  
in that portion of the Sanitary Sewer Easement (Force Main Life Station and Gravity  
Sump) recorded in Volume 427 of Misc. Page 182, Document No. 1131977 described above.

Witness my hand and seal of office this 15 day of March 1979

WITNESSED AND SEALED BY MY POWER AND AUTHORITY  
CITY OF MADISON  
Frederick N. Arnold, Acting Mayor  
Elden L. Noel, City Clerk

STATE OF WISCONSIN  
Dane County  
Frederick N. Arnold, Acting Mayor and Elden L. Noel, City Clerk

STATE OF WISCONSIN  
Dane County  
Frederick N. Arnold, Acting Mayor and Elden L. Noel, City Clerk

STATE OF WISCONSIN  
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STATE OF WISCONSIN  
Dane County  
Frederick N. Arnold, Acting Mayor and Elden L. Noel, City Clerk

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It is further intended that the remainder of said easement remain in full force and effect  
subject to all of the conditions and provisions contained therein.

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SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Madison Bank & Trust Co., a

Wisconsin Banking Corporation, as Trustee of THE Trust No. One, THE

Trust No. Two, and THE Trust No. Three

being the owners of the property hereinafter described, in consideration of the sum of One Dollar

Dollars (\$1.00), the receipt whereof is hereby acknowledged, and the benefits that will inure to the owners by reason of the proposed

sanitary sewer, do grant, set over and convey unto the CITY OF MADISON, a Municipal Corporation located in Dane County, Wisconsin,

its successors and assigns, a perpetual easement and right of way for sanitary sewer purposes, including the right of excavation,

ingress and egress and to operate the necessary equipment thereon, on the following described lands:

Permanent Easement for Gravity Sewer and Force Main: A strip of land 20 feet in width located in the Northwest quarter of Section 16 and the Northeast quarter of Section 17, Town 7 North, Range 9 East, City of Madison, Dane County, Wisconsin, the centerline of which is more fully described as follows:

Commencing at the West quarter corner of said Section 16, thence North 01°-03' East 300 feet along the West line of said Section 16; thence North 31°-26' East 33 feet; thence North 17°-44' East 45 feet; thence North 38°-29' East 194 feet; thence North 29°-26' East 150 feet; thence North 20°-32' East 104 feet; thence North 85°-53' East 100 feet; thence North 04°-12' East 135 feet; thence North 09°-11' East 176 feet; thence North 26°-23' East 163.5 feet; thence North 04°-10' West 416.2 feet to a point in the South line of Lake Mendota Drive; thence North 11°-21' West 50 feet to a point in the North line of Lake Mendota Drive; thence South 81°-22' West (South 81°-17' West by Deed) 10 feet along the North line of Lake Mendota Drive to a point that is 10 feet West of, measured at right angles to the East line of the property as described in Volume 417 of Deeds, page 478-482 and recorded in the Dane County Register of Deeds office. Last mentioned point being the point of beginning of the centerline of the 20 foot easement to be described. Thence North 11°-21' West 239.5 feet on a line that is parallel to and 10 feet West of, measured at right angles to the East line of the property as described in said Volume 417. Thence South 84°-07' West 140.5 feet; thence South 64°-32' West 140.5 feet; thence South 69°-30' West 300 feet; thence South 65°-40' West 100 feet; thence South 58°-30' West 330 feet, to a point in the West line of the property as described in said Volume 417. Last mentioned point being the end of the centerline of the 20 foot easement to be described.

Temporary Construction Easement: Also acquired herein is a construction easement for the construction of the force main and gravity sewer to be constructed in the Permanent Easement, as described above and for any (over)

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future extension of the gravity sewer to serve property presently owned by the grantor. Said construction easement being 20 feet in width the East and North line of said 20' Construction Easement being common with the West and South line of the 20 foot Permanent Gravity and Force Main Easement, as described above. Said easement encircling from the North line of Lake Mendota Drive, as described in Volume 417 of Deeds, Page 478-482 and recorded in the Dane County Register of Deeds Office, to the West line of the property as described in said Volume 417. Excepting therefrom that property presently occupied by buildings.

IN WITNESS WHEREOF, the said Madison Bank & Trust Co., as  
Trustee as aforesaid,

party of the first part, has caused these presents to be signed by  
Robert G. O'Malley its President, and

countersigned by E. M. Pettis its  
Cashier

Witnessed at Madison Wisconsin, and its  
corporate seal to be hereunto affixed, this 16th day of  
April 1966.

Signed and sealed in presence of:  
John M. Green Robert G. O'Malley President  
James M. Palmer E. M. Pettis Cashier

STATE OF WISCONSIN )  
Dane County )

Personally came before me, this 16th day of April, 1966,  
Robert G. O'Malley, Vice President and E. M. Pettis

Cashier, of the above named Corporation, to me known to be such  
Vice President and Cashier

of said Corporation, and acknowledged that they executed the foregoing instrument as such officer  
of the deed of said Corporation, by its authority.

This instrument drafted by

Robert T. Conrad  
Assistant City Attorney  
City of Madison, Wisconsin

Robert G. O'Malley  
Notary Public, Dane  
County, Wisconsin  
My Commission Expires 1/19/67

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RIGHT OF WAY EASEMENT FOR SANITARY SEWER PURPOSES

ALL MEN BY THESE PRESENTS, that Mt. Carmel Nursing Home, Inc., a Wisconsin corporation, being owner of the property herein described in consideration of ONE (\$1.00) DOLLAR and other good and valuable consideration the receipt whereof is hereby acknowledged, do grant, sell, set over and convey unto the City of Madison, a Municipal corporation located in Dane County, Wisconsin, its successors and assigns a right of way easement for the purpose of inspecting, maintaining, repairing or replacing the sanitary sewer facilities located on the owner's property within an existing sanitary sewer easement described in Volume 427 of Miscellaneous, Page 182, Document No. 1131977 and in Volume 444 of Miscellaneous, Page 122, Document No. 1131977 and in Volume 444 of Miscellaneous, Page 128, Document No. 1159267, recorded in the Dane County Register of Deeds Office. Said right of way easement is more fully described as follows:

A strip of land 20 feet in width being part of Section 17, Town 7 North, Range 9 East, City of Madison, Dane County, Wisconsin the center line of which is more fully described as follows:

Commencing at the Northwest corner of the parcel of land described in Volume 535 of Deeds, Page 233 as Document No. 787874 in the Dane County Register of Deeds Office; thence North 64°38' East along the North line of said Parcel, 119.95 feet to the Northernly line of a 50 foot road known as Lake Mendota Drive; thence North 35°21' East along the North line of said drive, 26.25 feet; thence North 43°05' East along the North line of said drive, 82 feet to the center line of the blacktop driveway and the point of beginning of the center line of the 20 foot strip to be described; thence Westerly and Southwesterly along the center line of said drive on a curve to the left convex to the North having a radius of 25 feet and a chord which bears South 65°27' West 21.39 feet; thence continuing along the center line of the blacktop drive South 56°33' West 115.7 feet to a point of curve; said point also being the point of intersection with the Southeastery line of an easement as described in Volume 427 of Miscellaneous, Page 182, as document number 1131977 in the Dane County Register of Deeds Office, thence following along the center line of the drive on a curve of approximately 109° to the right and entering the underground parking structure at the center line of the drive aisle (third floor level); thence Northeastery along the center line of the third floor parking level drive aisle approximately 100 feet to the elevator area; thence at right angles to the drive aisle approximately 30 feet to the northwest wall of the third floor parking area and the end of the center line of the described 20 foot easement. Together with the right to utilize the elevators between the third floor and first floor of the residential structure located on the property of which this right of way easement is a part; together with a right of way varying in width from 6 feet to 12 feet, approximately 50 feet in length extending from the elevator area on the first floor through the main corridor northwesterly from the elevator area through the doors to the existing sanitary sewer easement as described in Volume 444 of Miscellaneous, Page 122, Document No. 1159267, recorded in the Dane County Register of Deeds Office. Together with the right to use the service vehicle parking area located on the third floor garage area while inspecting, maintaining, repairing or replacing the sanitary sewer lift station. Said right of way easement is also indicated on the sketch marked Exhibit "A" attached hereto and made part of this conveyance.

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IN WITNESS WHEREOF the parties hereto have set their hands and seal this 9th day of March, 1979.

In presence of: [Signature] Mt. Carmel Nursing Home, Inc.  
By: [Signature] President  
[Signature] Secretary

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

Personally came before me on this 9th day of March, 1979, the above named Norma B. Nelson to me known to be the person who executed the above as the deed of said corporation by its authority.



Norma B. Nelson  
Notary Public State of California  
My Commission:

CONSENT & SUBORDINATION OF MORTGAGE

The Equitable Life Assurance Society of the United States, a corporation duly organized and existing under and by virtue of the Laws of the State of New York, mortgagee of an interest in the above described property, hereby consents to granting the above described right of way easement and subordinates its interest to the right of way easement hereinabove granted to the City of Madison from lien and operation of the mortgage dated December 28, 1963 and recorded on February 13, 1964 in Volume 1061 of Mortgages, Page 1, Document No. 1084294 in the Dane County Register of Deeds Office.

IN WITNESS WHEREOF said Equitable Life Assurance Society of the United States has hereby caused these presents to be signed and counter-signed by its officers listed below at \_\_\_\_\_ and its corporate seal affixed hereto on this \_\_\_\_\_ day of \_\_\_\_\_, 1979.

In presence of: \_\_\_\_\_ Equitable Life Assurance Society  
By: \_\_\_\_\_  
State of \_\_\_\_\_ } ss.  
County of \_\_\_\_\_ }

Personally came before me on this date the above named \_\_\_\_\_ to me known to be the person who executed the above as the deed of said corporation by its authority.

Notary Public  
My Commission:

MAR 16 1979

