

CHEROKEE GARDEN CONDOMINIUM HOMES, INC.

DISCLOSURE MATERIALS

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DISCLOSURE MATERIALS

Cherokee Garden Condominium Homes, Inc.

1436 Wheeler Road

Madison, WI 53704

Buildings 1 - 41

Seller: _____

Seller's Address: _____

1. These are the legal documents covering your rights and responsibilities as a condominium owner. If you do not understand any provisions contained in them, you should obtain professional advice.
2. These disclosure materials given to you as required by law may, with the exception of the Executive Summary, be relied upon as correct and binding. For a complete understanding of the Executive Summary, consult the Disclosure Documents to which a particular Executive Summary statement pertains. Oral statements may not be legally binding.
3. You may at any time within 5 business days following receipt of these documents, or following notice of any material changes in these documents, cancel in writing the contract of sale and receive a full refund of any deposits made. If the seller delivers less than all of the documents required, you may, within 5 business days following receipt of the documents, deliver a request for any missing documents. If you timely deliver a request for missing documents, you may, at any time within 5 business days following the earlier of either the receipt of the requested documents or the seller's deadline to deliver the requested documents, cancel in writing the contract of sale and receive a full refund of any deposits made.

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CHEROKEE GARDEN CONDOMINIUM HOMES, INC.

BUILDINGS 1-41

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RESTATED DECLARATION

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DANE COUNTY

REGISTER OF DEEDS

DOCUMENT #

4444678

06/24/2008

03:52PM

Exempt #:

Rec. Fee: 137.00

Pages: 64

RESTATED DECLARATION

AND

MERGER AGREEMENT

FOR

CHEROKEE GARDEN CONDOMINIUM HOMES,

PHASE 24

(A merged condominium consisting of the former Cherokee Garden Condominium Homes, Phase 1-14, Cherokee Garden Condominium Homes, Phase 15, and Cherokee Garden Condominium Homes, Phase 24 in the City of Madison, Dane County, Wisconsin.)

Return to:

Atty. Janice N. Bensky

Stafford Rosenbaum LLP

P.O. Box 1784

Madison, WI 53701-1784

See Attached

PIN (Parcel Identification Number)

This is a restatement of the Master Declaration of Condominium of Cherokee Garden Condominium Homes made under Chapter 703, Wisconsin Statutes, by Cherokee Park, Inc., a Wisconsin corporation ("Declarant") and adopted on or about October 19, 1987, and attached as Exhibit A to the Merger Agreement, Cherokee Garden Condominium Homes, Phase 1-14, Madison, Wisconsin and recorded in the Dane County Registry, Vol. 10937 of Records, at pages 33-73 as document no. 2059728; the Declaration of Condominium of Cherokee Garden Condominium Homes, Phase 15, dated June 20, 1985 and recorded June 25, 1985 in Vol. 6936 of Records, pages 1-27, as document no. 1885939; and the Declaration of Condominium of Cherokee Garden Condominium Homes, Phase 24, dated May 28, 1991 and recorded June 4, 1991 in Vol. 16009 of Records, pages 6-30, as document no. 2266080. This Restated Declaration ("Declaration") is made pursuant to the Merger Agreement, attached hereto as Exhibit A, by which Cherokee Garden Condominium Homes, Phase 1-14, Cherokee Garden Condominium Homes, Phase 15, and Cherokee Garden Condominium Homes, Phase 24 were merged into a single condominium known as Cherokee Garden Condominium Homes, Phase 24.

There are no objections to this condominium with respect to Sec. 703.115 Wis. Stats. and is hereby approved for recording.

Dated this 24 day of June, 2008

Charles Zellmer
Dane County Planning and Development

1. **Purpose.** The purpose of this Declaration is to submit the land and improvements described herein to condominium ownership and use in the manner provided by the Wisconsin Condominium Ownership Act.

2. **Description of Land.** The land subject to this Declaration is more fully described in attached Exhibit B.

3. **Description of Buildings and Units.** The buildings and improvements which are located on the land described in Exhibit B contain 570 residential condominium units ("Residential Units"), 1094 parking units ("Parking Units"), and 27 utility units ("Utility Units") collectively referred to as "Unit" or "Units". An Addendum to the Condominium Plat, showing the location of the buildings and improvements and entitled Seventh Addendum Cherokee Garden Condominium Homes Phase 24, a condominium plat ("Plat of Merger"), is attached as Exhibit C.

4. **Interpretation of Plans.** If there is any variance between (a) Exhibit C and; (b) any other document or onsite dimensions obtained, the data shown on Exhibit C shall prevail.

5. **Boundaries of Units.** The boundaries of each Unit are as follows:

A) **Residential Units.** The boundaries of each Residential Unit are as follows:

1) The upper boundary is the horizontal plane of the undecorated finished ceiling

2) The lower boundary is the horizontal plane of the undecorated finished floor.

3) The side boundaries are the vertical planes of the undecorated finished walls.

4) The foregoing boundaries extended to the intersection with each other shall constitute the Residential Unit. It is intended that the surface of each plane described above (be it tiled, papered, panelled, painted or carpeted) is included as a part of each defined Residential Unit. Included within the Residential Unit shall be all windows and doors, including hardware, which access the Residential Unit directly. In the case of a Residential Unit with more than one (1) floor level, the boundaries delineated by (1), (2) and (3)

above shall apply to each of said floor levels and shall include all stairways and stairwells situated therein.

5) Services such as power, light, gas, hot and cold water, and air conditioning shall be a part of the Residential Unit if the service is provided exclusively for the Residential Unit defined above.

B) **Parking Units.** The boundaries of each Parking Unit shall be the interior surface of the ceiling, floor and wall of the basement in which the Parking Units are situated and the vertical planes of the areas outlined on the Plat of Merger and designated as Parking Units therein, extended perpendicularly between the basement floor and ceiling and extended to the intersection with each other.

C) **Utility Units.** The boundaries of each Utility Unit shall be the interior surface of the ceiling, floor and walls of the area shown on the Plat of Merger as the Utility Unit. The Utility Units shall also include the door leading to the Utility Units and all electrical wiring, fixtures, switches and junction boxes contained within the Utility Unit boundaries as herein set forth.

6. **Common Elements.** The common elements of the Condominium are the following:

A) The land on which the buildings are located as described in Exhibit B.

B) The foundations, columns, girders, beams, supports, main walls (which shall be defined as all exterior walls and surfaces, structural walls, and walls common to two (2) or more Units), roof trusses, roofs, halls, corridors, lobbies, stairs, entrances and exits of the buildings, and any other improvements not included within the definition of Unit as set forth in Paragraph 5. above.

C) The basement of each building which is not included as a part of a Parking or Utility Unit.

D) Central services providing services for more than one Unit, such as power, light, gas, hot and cold water, heat, water softener, water heater, and elevators, if applicable.

E) The tanks, pumps, motors, fans, compressors, ducts and in general, all apparatus and installations existing for common use.

F) Such community and recreational facilities as may be provided for in the Declaration, the Plat of Merger, or both, including, without limitation, swimming pools.

G) All other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

H) The Limited Common Elements hereafter described but subject to the usage limitations particularly set out therein.

No Unit Owner shall own any pipes, wires, conduits, public utility lines or other structural components running through his or her Unit and serving more than his or her Unit, whether or not such items shall be located in the floors, ceilings, or perimeter or interior walls of the Unit.

Each Unit Owner may use the Common Elements in accordance with the purposes for which they were intended in accordance with this Declaration and the By-Laws and administrative rules adopted by the Association of Unit Owners described in Paragraph 17 below ("Association") and without hindering or encroaching upon the lawful rights of the other Unit Owners.

The Association shall be responsible for the repair, maintenance and appearance of the Common Elements, including, without limitation, responsibility for breakage, damage, malfunction and ordinary wear and tear. A Unit Owner shall not paint, otherwise decorate, adorn or change the appearance of any Common Elements in any manner contrary to such rules and regulations as may be established by the Board of Directors of the Association (the "Board").

The necessary work of maintenance, repair and replacement of the Common Elements and the making of any additions or improvements thereto shall be carried out only as provided in this Declaration, in the By-Laws and administrative rules adopted by the Association from time to time and in the Wisconsin Condominium Ownership Act.

7. Limited Common Elements. The Limited Common Elements of the Condominium are the patios, balconies, and screened or enclosed porches adjacent to the Residential Units and the storage lockers adjacent and leading directly to particular Parking Units. The storage lockers are reserved for the use of the owner of the Parking Unit to which they are adjacent and to the Residential Unit which supplies the electric service to the storage locker to the exclusion of other Unit Owners. Storage Lockers may be used only for the purpose of storage of personal effects and household goods. The use of said storage lockers is subject to such reasonable regulations as the Board may prescribe.

Each Unit owner shall be entitled to the exclusive use and possession of the Limited Common Elements, direct access to which is provided from the Unit Owner's respective Residential Unit or Parking Unit and which is located adjacent to the Unit Owner's Residential Unit or Parking Unit. Unless and until such time as the Board as hereinafter provided determines to the contrary, each Unit Owner shall be responsible for repair, maintenance and appearance of the Limited Common Elements reserved for the Unit Owner's exclusive use, at the Unit Owner's expense including, without limitation, responsibility for breakage, damage, malfunction and ordinary wear and tear. A Unit Owner shall not paint or otherwise decorate or adorn or change the appearance of any such Limited Common Elements in any manner contrary to such rules and regulations as may be established by the Board.

8. **Percentage Interest in Common Elements.** Each Unit and its owner shall have such undivided percentage interest in the Common Elements as is more particularly set forth in attached Exhibit A, which includes a schedule of the percentage interests and the type of Unit. This percentage interest is appurtenant to each Unit, and is not subject to partition as long as this Declaration is in effect.

Any deed, mortgage, lease or other instrument purporting to effect a conveyance of a Unit without including also the Unit Owner's interest in the Common Elements shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

9. **Restriction on Use.** The buildings and each of the Residential Units are intended for single family residential use only as presently or hereafter defined and permitted by City of Madison zoning ordinances and are restricted to that use. Except for Units owned by Declarant, which have never been sold, any lease of any Unit for any period of time shall require approval of the Board. Each Unit Owner shall, however, be entitled to the exclusive ownership and possession of his or her Unit. The Parking and Utility Units shall be subject to such reasonable rules and regulations as the Board may, from time to time, adopt.

10. **Agent for Service of Process.** The agent for the Condominium for service of legal process shall be Tom Martin. The address of the agent is 1436 Wheeler Road, Madison, Wisconsin 53704. The registered agent of the Association is Tom Martin. The Association may, at any time, designate a successor resident or registered agent, upon resolution of its Board. Such substitution shall be effective when duly filed with the Wisconsin Department of Financial Institutions.

11. **Damage or Destruction; Insurance.** In the event of damage or destruction of all or part of the property, the damage shall be repaired or the property destroyed shall be rebuilt, unless seventy-five (75%) percent in interest (as provided in Exhibit A) of all the Unit Owners shall vote to the contrary. Such vote shall be taken by the Association at a meeting called for that purpose within ninety (90) days of the date of the damage or destruction. In the event of repair or reconstruction, the original "as built" architectural design, plans and specifications for each building or Unit as it was originally constructed and finished by the Declarant and included in the original conveyance (whether deed or land contract) from the Declarant to the original Unit Owner shall be observed as nearly as practicable, including without limitation, fixtures, interior partitions, interior doors, (including hardware), floors and stairways, built-in cabinets, built-in appliances, kitchen and bathroom tile, plumbing, wiring, heating and air conditioning systems, floor coverings, wall coverings, and painting comprising a part of the building within the individual Units, and including changes required by all applicable governmental building codes, unless the Association authorizes a variance; provided, however, that regardless of any authorized variance, the number of interior square feet of any Unit may not vary by more than five (5%) percent from the number of interior square feet of such Units as originally constructed. The number of Units shall remain the same.

The Board shall obtain and maintain fire and extended loss insurance coverage for the property in the amount of the replacement value thereof. The amount of insurance coverage shall be adjusted yearly to reflect changes in the replacement value of the property. The insurance coverage shall be written on the property in the name of the Board as Trustee for each of the Unit Owners in the percentages established in Exhibit A attached to this Declaration. Premiums shall be Common Expenses, as provided in Paragraph 20 below. In the event of damage or destruction of any insured property or any portion thereof, and if repair or reconstruction is required in accordance with the provisions of this paragraph, the proceeds of the insurance shall first be disbursed by the Trustee for the repair or replacement of the Common Elements, and any surplus of insurance proceeds shall then be disbursed for repair or replacement of the Units. If there is to be no repair or reconstruction because of a vote not to do so, as provided in this paragraph, the proceeds of the insurance shall be paid over to the Association and thereafter distributed as provided for under the Wisconsin Condominium Ownership Act.

Each Unit Owner is individually responsible for the maintenance of insurance coverage in adequate amounts on the contents of his or her Unit, and on improvements and betterments to such Unit not included in the original architectural design, plans and specifications for such Unit. This insurance coverage shall be written in the name of the Unit Owner and the premium therefor shall be his or her individual responsibility.

12. **Public Liability Insurance.** The Board shall maintain public liability insurance in reasonable amounts covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements or Limited Common Elements. This insurance coverage shall be written in the name of the Association as Trustee, insuring the Association and the Unit Owners individually and collectively. The Board shall, upon request, furnish the Unit Owners certificates of such insurance and the premiums shall be Common Expenses.

Each Unit Owner is individually responsible for the maintenance of public liability insurance in adequate amounts covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership, or maintenance of his or her Unit. This insurance coverage shall be written in the name of such Unit Owner, and the premiums shall be such Unit Owner's individual responsibility and expense.

13. **Easements for Decoration.** Each Unit Owner has an easement over and into the surfaces of the Common Elements abutting his or her Unit for the purpose of decoration provided that this easement shall not be construed as to allow the Owner to impair the structural integrity of any portion of the property or to change the boundaries of the Unit or to interfere with the rights of any other Unit Owner in the Common Elements.

14. **Easement for Utilities.** The Unit Owners, the Association, and the Declarant, each have easements for utility purposes over, under, along and on any part of the Common Elements. Where air conditioning equipment is located within one Unit serving an adjacent Unit, the Owner of the adjacent Unit shall have reasonable access thereto for maintenance and repair.

15. **Easement for Private Roadways.** The Association, the Declarant and the Unit Owners shall each have easements for ingress, egress and parking, where permitted, upon the private roadways designated on Exhibit C. The cost of maintenance, repair and replacement of all private roadways for which easements are herein granted shall be Common Expenses as set forth in Paragraph 20 below.

16. **Easements Run with the Land.** All easements and rights set forth in this Declaration run with the land and are subject to the reasonable control of the Association. No Unit Owner shall do any work which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or hereditament without first obtaining, in every such case, the consent of seventy-five (75%) percent in interest of all the Unit Owners.

17. **The Association of Unit Owners, Its Power and Responsibilities.** All Unit Owners are members of an association of Unit Owners known as "Cherokee Garden Condominium Homes, Inc.," (the "Association"), which is incorporated as a non-stock, non-profit corporation under the laws of the State of Wisconsin. The operation of the condominium shall be vested in the Association. No Unit Owner, except an officer of the Association, or member of its Board of Directors shall have any authority to act for the Association. The powers and duties of the Association shall include those set forth in the By-Laws, the Condominium Ownership Act, and this Declaration.

18. **Votes of Unit Owners.** Each Residential Unit Owner shall have one vote in the affairs of the Association. If the Unit is owned by more than one person, the vote attributable to that Unit shall not be counted if the Owners are not unanimous. There shall be no fractional vote.

19. **Maintenance.** The Association may enter into contracts or agreements providing for the management or administration of the affairs of the Association; and for the conduct of all work of maintenance, repair and replacement of the Common Elements, Limited Elements, sanitary sewers and storm sewers, water mains and other Common Elements and the making of any additions or improvements thereto.

20. **Common Expenses.** The Common Expenses shall be charged to the Unit Owners according to the percentage of undivided interest of each in the Common Elements as shown on Exhibit A or on such other basis as may be reasonably determined by the Board from time to time, taking into account differences in the age, materials, location and other characteristics of buildings, patterns of usages and restrictions of access. The Board may levy assessments from time to time for the purpose of maintaining a fund from which Common Expenses may be paid, and such assessments shall be levied in the same percentage that Common Expenses are to be charged. The Board may also levy special assessments. Special assessments may also be levied for the reasons set forth in Paragraph 27 of this Declaration. Assessments shall be paid monthly in advance, or in such other convenient installments as the Board may determine from time to time. Special assessments shall be paid at such time or times in a lump sum, or in such installments as the Board may determine. In the event a Unit Owner fails to pay any such assessment within thirty (30) days of its due date, the same shall constitute a lien on the interest of such Unit Owner as provided under the Wisconsin Condominium Ownership Act. All assessments, until paid, together with interest thereon calculated at the "prime rate" as published in the *Wall Street Journal* plus five (5%) percent or such other rate of interest duly adopted by the Board, and the actual costs of collection, shall constitute a lien on the Unit on which it is assessed. The assertion, release and priority of such lien shall be governed by Section 703.165 of the Wisconsin Condominium Ownership Act. However, where the holder of a first mortgage of record, (or

land contract vendor) or other purchaser of a Unit obtains title to the Unit and the undivided interest in the Common Elements appurtenant thereto as a result of foreclosure of the first mortgage or land contract, or by accepting a deed in lieu of foreclosure, such acquirer of title, or his or her successors and assigns, shall not be liable for the share of Common Expenses or assessments, including any lien claims based thereon by the Association of Unit Owners chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. In addition, the interest of any purchase money mortgagee shall be prior to all unpaid assessments accruing prior to the creation of the purchase money mortgage interest.

21. Right of First Refusal and Conveyance or Other Disposition. No Unit Owner or lessee shall at any time sell, convey, contract to sell, lease or devise a Unit, whether by operation of law or otherwise, without first complying with the provisions hereinafter contained in this paragraph.

No such sale, conveyance, contract of sale, devise, gift, lease, sublease or alienation of any other kind shall be made unless the Association is given no less than fifteen (15) days prior written notice of the terms thereof, together with the name and address of the proposed purchaser, vendee, donee, devisee, lessee or alienee. Said notice shall be served upon the secretary or registered agent of the Association and said fifteen (15) days shall commence upon receipt of said notice.

The Association shall at all times have the first right and option to purchase or lease such Unit upon the same terms as those upon which it is offered, which option shall be exercisable for a period of fifteen (15) days following the date of receipt of notice. Notice of the exercise of the option shall be served upon the Unit Owner or lessee by certified mail or by personal delivery within the fifteen (15) days following receipt of said option. If the option is not exercised by the Association within fifteen (15) days, the Owner or lessee may, at the expiration of said fifteen (15) day period, sell or lease such Unit to the proposed purchaser or lessee named in such notice upon the terms specified therein.

In the event that the Unit Owner shall desire to dispose of his or her Unit by gift or devise to other than his or her lawful spouse or heirs at law, said Unit Owner or his personal representative shall give the Association written notice thereof no less than thirty (30) days prior to the time of proposed transfer, which notice shall include the name and address of the proposed donee or devisee. The Association shall have the right and option to purchase such Unit at the fair market value at the time of transfer, to be determined by a panel of three (3) qualified appraisers, one of which shall be selected by the Unit Owner or his or her legal representative, one by the Association and the third by the two so selected, provided that the Association shall notify the Unit Owner or his or her personal representative of its intent to

exercise such right and option within thirty (30) days after the receipt of notice from the Unit Owner or his or her personal representative as provided herein.

The Association may bid upon and purchase any Unit which becomes the subject of a foreclosure action or tax sale, or is involved in an action in bankruptcy, or which becomes available for purchase for any reason whatsoever, whether by operation of law or otherwise.

The Association shall not exercise any of the options herein set forth to purchase or lease any Unit without the prior consent of the Unit Owners holding at least fifty-one (51%) percent of the votes entitled to be cast at any meeting duly called to consider such action.

Unit ownership or the interest therein acquired pursuant to the terms of this paragraph shall be held of record in the name of the Association, or such nominee as it shall designate, for the benefit of all of the members. Said Unit Ownership or interest therein shall be sold or leased by the Association for the benefit of the members. All proceeds of such sale or leasing after repayment of borrowed funds and special assessments levied for such purposes shall be deposited in such accounts as the Association may establish and may thereafter be disbursed at such time and in such manner as the Association shall determine.

In the event of a conveyance of a Unit, as permitted by the Association upon expiration of the right of first refusal, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for the grantor's share of the Common Expenses up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee. The grantee shall be entitled to a statement from the Board setting forth the amount of unpaid assessments against the grantor and the grantee shall not be liable for nor shall the Unit conveyed be subject to a lien for any unpaid assessment against the grantor in excess of the amount set forth in such statement.

When a Residential Unit Owner sells or conveys the Owner's Residential Unit, no later than the date of the conveyance, the Residential Unit Owner shall sell or convey all of the Residential Unit Owner's Parking Units and Utility Units to one or more of the following: the purchaser of the Residential Unit; one or more owners of other Residential Units located in the same building as the Parking Unit or Utility Unit; or the Association. Title to any Parking Unit or Utility Unit not so sold or conveyed shall revert to the Association. No Residential Unit owner who sells a Residential Unit on or after August 5, 2000, may retain ownership of a Parking Unit or a Utility Unit after the sale or conveyance of the Residential Unit.

22. **Description of Units.** The legal description of each Unit for all conveyancing purposes shall consist of the identifying number or symbol of such Unit as shown on Exhibit A. Every deed, lease, mortgage or other instrument shall legally describe a Unit by its identifying number or symbol as shown on Exhibit A, and every such description shall be deemed good and sufficient for all purposes, as provided by the Act. Each Unit shall consist of the space enclosed and bounded as described in Paragraph 5 above.

23. **Restriction on Division of Unit.** Except as otherwise provided by the Condominium Ownership Act, no Unit Owner shall, by deed, plat or otherwise, subdivide or in any manner cause his or her Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat of Merger.

24. **Right to Mortgage.** Each Unit Owner shall have the right to mortgage or encumber his or her respective Unit, together with his or her respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof, except his or her own Unit and his or her own respective ownership interest in the Common Elements as aforesaid.

25. **Right of Declarant to Dispose of Unit: Conveyance of Parking and Utility Units.** The provision of Section 21. above shall not be applicable to or binding upon the Declarant until subsequent to the initial sale of all Units. Declarant shall have the right to dispose of Units, Parking Units and Utility Units by land contract or by such other form of installment sale as it may choose. Nothing herein contained shall in any way restrict Declarant's right to lease Units, Parking Units or Utility Units not otherwise disposed of, provided that lessees of Parking Units or Utility Units are restricted to Residential Unit Owners and Owners of Units in Cherokee Townhouse Condominium Homes. With respect to Parking Units and Utility Units, however, Declarant may sell, convey, transfer or assign such Units or interests only to Owners of Residential Units within the same building as are situated the Parking Units or Utility Units. In addition, in the event Declarant has not conveyed, by deed or land contract, or assigned its interest in any Parking Unit or Utility Unit on or before four (4) years after the transfer of control of additional phases to the Association as provided in Article XII of the Articles of Incorporation of the Association, then, as to all such un conveyed Units or unassigned or untransferred Units, title thereto shall revert to the Association. The Association covenants that it will not engage in or sanction any concerted activity with would interfere with or prevent Declarant from selling, conveying or assigning such Units or interest as provided for herein.

26. **Utilities.** Each Unit Owner shall pay for his or her own telephone, electricity, and other utilities which are separately metered or billed to each user by the respective utility

company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

27. **Negligence of Owner.** If, due to the negligent act or omission of a Unit Owner, or a member of his or her family or household pet, or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board, subject to the rules, regulations and By-Laws of the Board.

28. **Impairment of Structural Integrity of Building.** Nothing shall be done in any Unit or in, on or to the Common Elements which would impair the structural integrity of the building or which would structurally change the building except as is otherwise provided herein. No Unit Owner shall overload the electric wiring in the building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, unreasonable disturbance to others.

29. **House Rules.** The Board may from time to time promulgate such reasonable rules and regulations as are deemed necessary and desirable to carry out the purposes and intents of this Declaration, to promote the harmonious usage of the Common Elements and to cause each Unit Owner to be free from any unreasonable interference with the peaceful use of his or her Unit and its appurtenances.

30. **Compliance with Covenants, By-Laws and Administrative Provisions; Personal Application.**

A) Each Unit Owner shall comply strictly with the covenants, conditions and restrictions set forth in this Declaration or in the deed to his or her Unit, and with the By-Laws of the Association and with the rules and regulations adopted pursuant thereto, as either of the same are amended from time to time. Failure to comply with any of the same shall be grounds for action to recover sums due, for damages or injunctive relief or both maintainable by the Board on behalf of the Association or, in a proper case, by an aggrieved Unit Owner.

B) Furthermore, all Unit Owners, tenants of such Owners, employees of Owners and tenants, or any other persons that in any manner use the property or any part thereof shall be subject to the Wisconsin Condominium Ownership Act and to this Declaration, the Articles of Incorporation of the Association and the By-Laws adopted thereto.

C) All agreements, decisions and determinations lawfully made by the Association in accordance with the voting percentages in the Wisconsin Condominium Ownership Act, this Declaration, the Articles or the By-Laws, shall be deemed to be binding on all Unit Owners.

31. **Severability and Interpretation.** The invalidity of any covenant, restriction, condition, limitation, or any other provision of this Declaration or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

32. **Amendment.** This Declaration may be amended only with the written consent of seventy-five (75%) of all Residential Unit Owners and their first mortgagees (or land contract vendors). Any amendment so adopted shall be certified by the President and Secretary of the Association in a form suitable for recording and shall become effective upon recording with the Dane County Register of Deeds.

IN WITNESS WHEREOF, Cherokee Garden Condominium Homes, Inc., has caused this document to be signed this 14th day of JUNE, 2008.

Cherokee Garden Condominium Homes, Inc.

By Mary Jo Rimkus
Mary Jo Rimkus, President

STATE OF WISCONSIN

COUNTY OF DANE

Personally appeared before me this 14th day of JUNE, 2008, Mary Jo Rimkus, to me known to be the President of Cherokee Garden Condominium Homes, Inc., who executed the foregoing instrument and acknowledged the same with authority from Cherokee Garden Condominium Homes, Inc.

Carlo Perrina
Notary Public, State of Wisconsin
My commission expires: 11/22/11

Cherokee Garden Condominium Homes, Inc.

By Judy Windschiegl
Judy Windschiegl, Vice President

STATE OF WISCONSIN

COUNTY OF DANE

Personally appeared before me this 14th day of JUNE, 2008,
Judy Windschiegl, to me known to be the Vice President of Cherokee Garden Condominium
Homes, Inc., who executed the foregoing instrument and acknowledged the same with
authority from Cherokee Garden Condominium Homes, Inc.

Carlo Perna
Notary Public, State of Wisconsin
My commission expires: 11/27/11

This document drafted by:
Janice N. Bensky
Stafford Rosenbaum LLP
P.O. Box 1784
Madison, Wisconsin 53701-1784
(608) 256-0226

PARCEL NUMBERS

080924400990				
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080924436797	080924436698	080924437878	080924438793	080924438694
080924436789	080924436680	080924437860	080924438785	089924438686
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	080924440087			
	080924440657			

PARCEL NUMBERS

080924443015	080924444013	080924444097
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080924443742	080924444956	
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080924443156		
080924443164		
080924443172		
080924443180		
080924443627		

MERGER AGREEMENT

CHEROKEE GARDEN CONDOMINIUM HOMES, INC.
MADISON, WISCONSIN

This agreement is made, pursuant to Wisconsin Statutes §703.275, by and among Cherokee Garden Condominium Homes, Phase 1-14, Cherokee Garden Condominium Homes, Phase 15, and Cherokee Garden Condominium Homes, Phase 24.

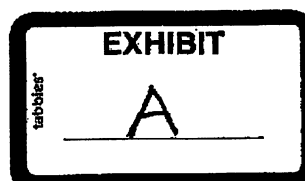
WHEREAS, Cherokee Garden Condominium Homes, Phase 1-14, Cherokee Garden Condominium Homes, Phase 15, and Cherokee Garden Condominium Homes, Phase 24 were each established as a separate, independent condominium; and

WHEREAS, all unit owners of these condominiums are members of an association known as Cherokee Garden Condominium Homes, Inc., and

WHEREAS, this merger agreement has been approved by the unit owners of units to which at least 75% of the votes in each preexisting association are allocated and by their first mortgagees (or land contract vendors);

NOW, THEREFORE, Cherokee Garden Condominium Homes, Phase 1-14, Cherokee Garden Condominium Homes, Phase 15, and Cherokee Garden Condominium Homes, Phase 24, hereby agree that:

1. Cherokee Garden Condominium Homes, Phase 1-14, Cherokee Garden Condominium Homes, Phase 15, and Cherokee Garden Condominium Homes, Phase 24 ("the preexisting condominiums") are hereby merged into a single condominium known as Cherokee Garden Condominium Homes, Phase 24 which is, for all purposes, the legal successor of the preexisting condominiums.
2. All unit owners of the preexisting condominiums shall be members of a single association which shall hold all powers, rights, obligations, assets and liabilities of the preexisting associations.
3. The allocated interests (the undivided percentage interest in the common elements, the liability for common expenses, and the number of votes appurtenant to each unit for meetings of the association) shall be reallocated



among the units of the merged condominium as set forth in Exhibit I, which is attached to and incorporated in this agreement. The reallocation does not change the ratio existing before the merger between the allocated interests of any unit and the allocated interests of any other unit in the same preexisting condominium.

4. The Restated Declaration, to which this Merger Agreement is attached as Exhibit A, and the attached Restated By-Laws and Seventh Addendum Cherokee Garden Condominium Homes, Phase 24, a Condominium Plat ("Plat of Merger"), are hereby adopted and supercede all declarations, bylaws and plats of the preexisting condominiums.

The undersigned, being duly elected officers of Cherokee Garden Condominium Homes, Inc., hereby certify that the foregoing merger agreement was approved by the unit owners of units to which at least 75% of the votes in each preexisting association are allocated and by their first mortgagees (or land contract vendors).

Cherokee Garden Condominium Homes, Inc.

By Mary Jo Rimkus
Mary Jo Rimkus, President
Date: 6/14/08

STATE OF WISCONSIN

COUNTY OF DANE

Personally appeared before me this 14th day of JUNE, 2008, Mary Jo Rimkus, to me known to be the President of Cherokee Garden Condominium Homes, Inc., who executed the foregoing instrument and acknowledged the same with authority from Cherokee Garden Condominium Homes, Inc.

Carlo Perna
Notary Public, State of Wisconsin
My commission expires: 11/27/11
Carlo Perna

Cherokee Garden Condominium Homes, Inc.

By Judy Windschiegl
Judy Windschiegl, Vice President
Date: 6/14/08

STATE OF WISCONSIN

COUNTY OF DANE

Personally appeared before me this 14th day of JUNE, 2008,
Judy Windschiegl, to me known to be the Vice President of Cherokee Garden Condominium
Homes, Inc., who executed the foregoing instrument and acknowledged the same with
authority from Cherokee Garden Condominium Homes, Inc.

Carlo Perna
Notary Public, State of Wisconsin
My commission expires: 11/27/11
Carlo Perna

This document drafted by:
Janice N. Bensky
Stafford Rosenbaum LLP
P.O. Box 1784
Madison, Wisconsin 53701-1784
(608) 256-0226

CHEROKEE GARDEN CONDOMINIUM HOMES, INC.
 PERCENT OWNERSHIP UNIT ONLY NO LIMITED COMMON AREA INCLUDED
 FOR BUILDINGS 1 THROUGH 41
 H:\DOCS\009553\000001\00155543.XLS\THIS YEAR

SUMMARY	LIVING AREA	
	SQ.FT.	OWNERSHIP %
BLDG 1	19,438	2.184460%
BLDG 2	19,438	2.184460%
BLDG 3	19,438	2.184460%
BLDG 4	20,050	2.253237%
BLDG 5	20,050	2.253237%
BLDG 6	21,406	2.405625%
BLDG 7	21,406	2.405625%
BLDG 8	21,406	2.405625%
BLDG 9	21,406	2.405625%
BLDG 10	21,406	2.405625%
BLDG 11	22,748	2.556440%
BLDG 12	22,768	2.558688%
BLDG 13	22,768	2.558688%
BLDG 14	22,936	2.577568%
BLDG 15	22,936	2.577568%
BLDG 16	22,936	2.577568%
BLDG 17	23,320	2.620722%
BLDG 18	23,352	2.624319%
BLDG 19	23,352	2.624319%
BLDG 20	23,986	2.695568%
BLDG 21	23,700	2.663427%
BLDG 22	23,700	2.663427%
BLDG 23	23,942	2.690623%
BLDG 24	15,248	1.713584%
BLDG 25	15,248	1.713584%
BLDG 26	15,248	1.713584%
BLDG 27	28,486	3.201262%
BLDG 28	15,248	1.713584%
BLDG 29	15,248	1.713584%
BLDG 30	29,248	3.286916%
BLDG 31	15,248	1.713584%
BLDG 32	29,248	3.286916%
BLDG 33	15,248	1.713584%
BLDG 34	29,248	3.286916%
BLDG 35	15,248	1.713584%
BLDG 36	29,248	3.286916%
BLDG 37	15,248	1.713584%
BLDG 38	15,248	1.713584%
BLDG 39	37,590	4.224398%
BLDG 40	30,116	3.384483%
BLDG 41	16,279	1.829449%
TOTALS	889,831	100.000000%

Pursuant to the Restated Articles of Incorporation, Restated Declaration and Restated By-Laws, one vote in the affairs of the Association is allocated to each Residential Unit

Exhibit 1

BLDG		LIVING AREA	
		SQ.FT.	OWNERSHIP %
17	A	1,270	0.142724%
17	B	1,270	0.142724%
17	C	1,103	0.123956%
17	D	1,143	0.128451%
17	E	1,270	0.142724%
17	F	1,270	0.142724%
17	G	1,103	0.123956%
17	H	1,290	0.144971%
25	A	1,143	0.128451%
25	B	1,103	0.123956%
25	C	1,270	0.142724%
25	D	1,270	0.142724%
25	E	1,290	0.144971%
25	F	1,103	0.123956%
25	G	1,270	0.142724%
25	H	1,270	0.142724%
		<u>19,438</u>	<u>2.184460%</u>

BLDG		LIVING AREA	
		SQ.FT.	OWNERSHIP %
33	A	1,270	0.142724%
33	B	1,270	0.142724%
33	C	1,103	0.123956%
33	D	1,143	0.128451%
33	E	1,270	0.142724%
33	F	1,270	0.142724%
33	G	1,103	0.123956%
33	H	1,290	0.144971%
41	A	1,143	0.128451%
41	B	1,103	0.123956%
41	C	1,270	0.142724%
41	D	1,270	0.142724%
41	E	1,290	0.144971%
41	F	1,103	0.123956%
41	G	1,270	0.142724%
41	H	1,270	0.142724%
		<u>19,438</u>	<u>2.184460%</u>

BLDG		LIVING AREA	
		SQ.FT.	OWNERSHIP %
49	A	1,270	0.142724%
49	B	1,270	0.142724%
49	C	1,103	0.123956%
49	D	1,143	0.128451%
49	E	1,270	0.142724%
49	F	1,270	0.142724%
49	G	1,103	0.123956%
49	H	1,290	0.144971%
57	A	1,143	0.128451%
57	B	1,103	0.123956%
57	C	1,270	0.142724%
57	D	1,270	0.142724%
57	E	1,290	0.144971%
57	F	1,103	0.123956%
57	G	1,270	0.142724%
57	H	1,270	0.142724%
		<u>19,438</u>	<u>2.184460%</u>

BLDG		LIVING AREA	
		SQ.FT.	OWNERSHIP %
1	A	1,175	0.132048%
1	B	1,300	0.146095%
1	C	1,300	0.146095%
1	D	1,175	0.132048%
1	E	1,300	0.146095%
1	F	1,300	0.146095%
1	G	1,300	0.146095%
1	H	1,175	0.132048%
9	A	1,175	0.132048%
9	B	1,300	0.146095%
9	C	1,300	0.146095%
9	D	1,175	0.132048%
9	E	1,175	0.132048%
9	F	1,300	0.146095%
9	G	1,300	0.146095%
9	H	1,300	0.146095%
		<u>20,050</u>	<u>2.253237%</u>

BLDG		LIVING AREA	
		SQ.FT.	OWNERSHIP %
1426	A	1,175	0.132048%
1426	B	1,300	0.146095%
1426	C	1,300	0.146095%
1426	D	1,175	0.132048%
1426	E	1,300	0.146095%
1426	F	1,300	0.146095%
1426	G	1,300	0.146095%
1426	H	1,175	0.132048%
1430	A	1,175	0.132048%
1430	B	1,300	0.146095%
1430	C	1,300	0.146095%
1430	D	1,175	0.132048%
1430	E	1,300	0.146095%
1430	F	1,300	0.146095%
1430	G	1,300	0.146095%
1430	H	1,175	0.132048%
		<u>20,050</u>	<u>2.253237%</u>

BLDG		LIVING AREA	
		SQ.FT.	OWNERSHIP %
1418	A	1,424	0.160030%
1418	B	1,374	0.154411%
1418	C	1,230	0.138228%
1418	D	1,230	0.138228%
1418	E	1,424	0.160030%
1418	F	1,374	0.154411%
1418	G	1,230	0.138228%
1418	H	1,417	0.159244%
1422	A	1,230	0.138228%
1422	B	1,230	0.138228%
1422	C	1,374	0.154411%
1422	D	1,424	0.160030%
1422	E	1,417	0.159244%
1422	F	1,230	0.138228%
1422	G	1,374	0.154411%
1422	H	1,424	0.160030%
		<u>21,406</u>	<u>2.405625%</u>

BLDG	LIVING AREA		BLDG	LIVING AREA	
	SQ.FT.	OWNERSHIP %		SQ.FT.	OWNERSHIP %
1410 A	1,424	0.160030%	1442 A	1,424	0.160030%
1410 B	1,374	0.154411%	1442 B	1,374	0.154411%
1410 C	1,230	0.138228%	1442 C	1,230	0.138228%
1410 D	1,230	0.138228%	1442 D	1,230	0.138228%
1410 E	1,424	0.160030%	1442 E	1,424	0.160030%
1410 F	1,374	0.154411%	1442 F	1,374	0.154411%
1410 G	1,230	0.138228%	1442 G	1,230	0.138228%
1410 H	1,417	0.159244%	1442 H	1,417	0.159244%
1414 A	1,230	0.138228%	1446 A	1,230	0.138228%
1414 B	1,230	0.138228%	1446 B	1,230	0.138228%
1414 C	1,374	0.154411%	1446 C	1,374	0.154411%
1414 D	1,424	0.160030%	1446 D	1,424	0.160030%
1414 E	1,417	0.159244%	1446 E	1,417	0.159244%
1414 F	1,230	0.138228%	1446 F	1,230	0.138228%
1414 G	1,374	0.154411%	1446 G	1,374	0.154411%
1414 H	1,424	0.160030%	1446 H	1,424	0.160030%
21,406		2.405625%	21,406		2.405625%

BLDG	LIVING AREA		BLDG	LIVING AREA	
	SQ.FT.	OWNERSHIP %		SQ.FT.	OWNERSHIP %
1402 A	1,424	0.160030%	1434 A	1,230	0.138228%
1402 B	1,374	0.154411%	1434 B	1,230	0.138228%
1402 C	1,230	0.138228%	1434 C	1,374	0.154411%
1402 D	1,230	0.138228%	1434 D	1,424	0.160030%
1402 E	1,424	0.160030%	1434 E	1,417	0.159244%
1402 F	1,374	0.154411%	1434 F	1,230	0.138228%
1402 G	1,230	0.138228%	1434 G	1,374	0.154411%
1402 H	1,417	0.159244%	1434 H	1,424	0.160030%
1406 A	1,230	0.138228%	1438 A	1,424	0.160030%
1406 B	1,230	0.138228%	1438 B	1,374	0.154411%
1406 C	1,374	0.154411%	1438 C	1,230	0.138228%
1406 D	1,424	0.160030%	1438 D	1,230	0.138228%
1406 E	1,417	0.159244%	1438 E	1,424	0.160030%
1406 F	1,230	0.138228%	1438 F	1,374	0.154411%
1406 G	1,374	0.154411%	1438 G	1,230	0.138228%
1406 H	1,424	0.160030%	1438 H	1,417	0.159244%
21,406		2.405625%	21,406		2.405625%

BLDG	LIVING AREA		BLDG	LIVING AREA	
	SQ.FT.	OWNERSHIP %		SQ.FT.	OWNERSHIP %
65 A	1,310	0.147219%	1425 A	1,518	0.170594%
65 B	1,310	0.147219%	1425 B	1,458	0.163851%
65 C	1,454	0.163402%	1425 C	1,310	0.147219%
65 D	1,526	0.171493%	1425 D	1,310	0.147219%
65 E	1,484	0.166773%	1425 E	1,518	0.170594%
65 F	1,310	0.147219%	1425 F	1,458	0.163851%
65 G	1,454	0.163402%	1425 G	1,310	0.147219%
65 H	1,526	0.171493%	1425 H	1,502	0.168796%
73 A	1,526	0.171493%	1429 A	1,310	0.147219%
73 B	1,454	0.163402%	1429 B	1,310	0.147219%
73 C	1,310	0.147219%	1429 C	1,458	0.163851%
73 D	1,310	0.147219%	1429 D	1,518	0.170594%
73 E	1,526	0.171493%	1429 E	1,502	0.168796%
73 F	1,454	0.163402%	1429 F	1,310	0.147219%
73 G	1,310	0.147219%	1429 G	1,458	0.163851%
73 H	1,484	0.166773%	1429 H	1,518	0.170594%
22,748		2.556440%	22,768		2.558688%

BLDG	LIVING AREA		OWNERSHIP %
	SQ.FT.		
1518 A	1,518	0.170594%	
1518 B	1,458	0.163851%	
1518 C	1,310	0.147219%	
1518 D	1,310	0.147219%	
1518 E	1,518	0.170594%	
1518 F	1,458	0.163851%	
1518 G	1,310	0.147219%	
1518 H	1,502	0.168796%	
1522 A	1,310	0.147219%	
1522 B	1,310	0.147219%	
1522 C	1,458	0.163851%	
1522 D	1,518	0.170594%	
1522 E	1,502	0.168796%	
1522 F	1,310	0.147219%	
1522 G	1,458	0.163851%	
1522 H	1,518	0.170594%	
	22,768	2.558668%	

BLDG	LIVING AREA		OWNERSHIP %
	SQ.FT.		
1502 A	1,518	0.170594%	
1502 B	1,500	0.168571%	
1502 C	1,310	0.147219%	
1502 D	1,310	0.147219%	
1502 E	1,518	0.170594%	
1502 F	1,500	0.168571%	
1502 G	1,310	0.147219%	
1502 H	1,502	0.168796%	
1506 A	1,310	0.147219%	
1506 B	1,310	0.147219%	
1506 C	1,500	0.168571%	
1506 D	1,518	0.170594%	
1506 E	1,502	0.168796%	
1506 F	1,310	0.147219%	
1506 G	1,500	0.168571%	
1506 H	1,518	0.170594%	
	22,936	2.577568%	

BLDG	LIVING AREA		OWNERSHIP %
	SQ.FT.		
1510 A	1,518	0.170594%	
1510 B	1,500	0.168571%	
1510 C	1,310	0.147219%	
1510 D	1,310	0.147219%	
1510 E	1,518	0.170594%	
1510 F	1,500	0.168571%	
1510 G	1,310	0.147219%	
1510 H	1,502	0.168796%	
1514 A	1,310	0.147219%	
1514 B	1,310	0.147219%	
1514 C	1,500	0.168571%	
1514 D	1,518	0.170594%	
1514 E	1,502	0.168796%	
1514 F	1,310	0.147219%	
1514 G	1,500	0.168571%	
1514 H	1,518	0.170594%	
	22,936	2.577568%	

BLDG	LIVING AREA		OWNERSHIP %
	SQ.FT.		
1526 A	1,518	0.170594%	
1526 B	1,500	0.168571%	
1526 C	1,310	0.147219%	
1526 D	1,310	0.147219%	
1526 E	1,518	0.170594%	
1526 F	1,500	0.168571%	
1526 G	1,310	0.147219%	
1526 H	1,502	0.168796%	
1530 A	1,310	0.147219%	
1530 B	1,310	0.147219%	
1530 C	1,500	0.168571%	
1530 D	1,518	0.170594%	
1530 E	1,502	0.168796%	
1530 F	1,310	0.147219%	
1530 G	1,500	0.168571%	
1530 H	1,518	0.170594%	
	22,936	2.577568%	

BLDG	LIVING AREA		OWNERSHIP %
	SQ.FT.		
81 A	1,310	0.147219%	
81 B	1,310	0.147219%	
81 C	1,590	0.178686%	
81 D	1,518	0.170594%	
81 E	1,514	0.170145%	
81 F	1,310	0.147219%	
81 G	1,590	0.178686%	
81 H	1,518	0.170594%	
89 A	1,518	0.170594%	
89 B	1,590	0.178686%	
89 C	1,310	0.147219%	
89 D	1,310	0.147219%	
89 E	1,518	0.170594%	
89 F	1,590	0.178686%	
89 G	1,310	0.147219%	
89 H	1,514	0.170145%	
	23,320	2.620722%	

BLDG	LIVING AREA		OWNERSHIP %
	SQ.FT.		
75 A	1,310	0.147219%	
75 B	1,310	0.147219%	
75 C	1,590	0.178686%	
75 D	1,518	0.170594%	
75 E	1,530	0.171943%	
75 F	1,310	0.147219%	
75 G	1,590	0.178686%	
75 H	1,518	0.170594%	
79 A	1,518	0.170594%	
79 B	1,590	0.178686%	
79 C	1,310	0.147219%	
79 D	1,310	0.147219%	
79 E	1,518	0.170594%	
79 F	1,590	0.178686%	
79 G	1,310	0.147219%	
79 H	1,530	0.171943%	
	23,352	2.624319%	

BLDG	19	LIVING AREA		BLDG	20	LIVING AREA	
		SQ.FT.	OWNERSHIP %			SQ.FT.	OWNERSHIP %
83	A	1,310	0.147219%	1525	A	1,518	0.170594%
83	B	1,310	0.147219%	1525	B	1,688	0.189899%
83	C	1,590	0.178686%	1525	C	1,310	0.147219%
83	D	1,518	0.170594%	1525	D	1,310	0.147219%
83	E	1,530	0.171943%	1525	E	1,518	0.170594%
83	F	1,310	0.147219%	1525	F	1,688	0.189899%
83	G	1,590	0.178686%	1525	G	1,310	0.147219%
83	H	1,518	0.170594%	1525	H	1,530	0.171943%
87	A	1,518	0.170594%	1529	A	1,310	0.147219%
87	B	1,590	0.178686%	1529	B	1,310	0.147219%
87	C	1,310	0.147219%	1529	C	1,688	0.189899%
87	D	1,310	0.147219%	1529	D	1,760	0.197790%
87	E	1,518	0.170594%	1529	E	1,530	0.171943%
87	F	1,590	0.178686%	1529	F	1,310	0.147219%
87	G	1,310	0.147219%	1529	G	1,688	0.189899%
87	H	1,530	0.171943%	1529	H	1,518	0.170594%
		<u>23,352</u>	<u>2.624319%</u>			<u>23,986</u>	<u>2.695568%</u>

BLDG	21	LIVING AREA		BLDG	22	LIVING AREA	
		SQ.FT.	OWNERSHIP %			SQ.FT.	OWNERSHIP %
1517	A	1,310	0.147219%	1520	A	1,518	0.170594%
1517	B	1,310	0.147219%	1520	B	1,677	0.188463%
1517	C	1,677	0.188463%	1520	C	1,310	0.147219%
1517	D	1,518	0.170594%	1520	D	1,310	0.147219%
1517	E	1,530	0.171943%	1520	E	1,518	0.170594%
1517	F	1,310	0.147219%	1520	F	1,677	0.188463%
1517	G	1,677	0.188463%	1520	G	1,310	0.147219%
1517	H	1,518	0.170594%	1520	H	1,530	0.171943%
1521	A	1,518	0.170594%	1524	A	1,310	0.147219%
1521	B	1,677	0.188463%	1524	B	1,310	0.147219%
1521	C	1,310	0.147219%	1524	C	1,677	0.188463%
1521	D	1,310	0.147219%	1524	D	1,518	0.170594%
1521	E	1,518	0.170594%	1524	E	1,530	0.171943%
1521	F	1,677	0.188463%	1524	F	1,310	0.147219%
1521	G	1,310	0.147219%	1524	G	1,677	0.188463%
1521	H	1,530	0.171943%	1524	H	1,518	0.170594%
		<u>23,700</u>	<u>2.663427%</u>			<u>23,700</u>	<u>2.663427%</u>

BLDG	23	LIVING AREA		BLDG	24	LIVING AREA	
		SQ.FT.	OWNERSHIP %			SQ.FT.	OWNERSHIP %
		150					
1512	A	1,518	0.170594%	91	A	1,705	0.191609%
1512	B	1,677	0.188463%	91	B	1,772	0.199139%
1512	C	1,310	0.147219%	91	C	2,023	0.227347%
1512	D	1,310	0.147219%	91	D	2,022	0.227234%
1512	E	1,518	0.170594%	91	E	1,909	0.214535%
1512	F	1,677	0.188463%	91	F	1,772	0.199139%
1512	G	1,310	0.147219%	91	G	2,023	0.227347%
1512	H	1,530	0.171943%	91	H	2,022	0.227234%
						<u>15,248</u>	<u>1.713584%</u>
BLDG	25	LIVING AREA		BLDG	25	LIVING AREA	
		SQ.FT.	OWNERSHIP %			SQ.FT.	OWNERSHIP %
1516	A	1,310	0.147219%	95	A	2,022	0.227234%
1516	B	1,310	0.147219%	95	B	2,023	0.227347%
1516	C	1,677	0.188463%	95	C	1,772	0.199139%
1516	D	1,760	0.197790%	95	D	1,705	0.191609%
1516	E	1,530	0.171943%	95	E	2,022	0.227234%
1516	F	1,310	0.147219%	95	F	2,023	0.227347%
1516	G	1,677	0.188463%	95	G	1,772	0.199139%
1516	H	1,518	0.170594%	95	H	1,909	0.214535%
		<u>23,942</u>	<u>2.690623%</u>			<u>15,248</u>	<u>1.713584%</u>

BLDG	26	LIVING AREA	
		SQ.FT.	OWNERSHIP %
99 A	1,705	0.191609%	
99 B	1,772	0.199139%	
99 C	2,023	0.227347%	
99 D	2,022	0.227234%	
99 E	1,909	0.214535%	
99 F	1,772	0.199139%	
99 G	2,023	0.227347%	
99 H	2,022	0.227234%	
		<u>15,248</u>	<u>1.713584%</u>

BLDG	28	LIVING AREA	
		SQ.FT.	OWNERSHIP %
1628 A	1,705	0.191609%	
1628 B	1,772	0.199139%	
1628 C	2,023	0.227347%	
1628 D	2,022	0.227234%	
1628 E	1,909	0.214535%	
1628 F	1,772	0.199139%	
1628 G	2,023	0.227347%	
1628 H	2,022	0.227234%	
		<u>15,248</u>	<u>1.713584%</u>

BLDG	29	LIVING AREA	
		SQ.FT.	OWNERSHIP %
1624 A	2,022	0.227234%	
1624 B	2,023	0.227347%	
1624 C	1,772	0.199139%	
1624 D	1,705	0.191609%	
1624 E	2,022	0.227234%	
1624 F	2,023	0.227347%	
1624 G	1,772	0.199139%	
1624 H	1,909	0.214535%	
		<u>15,248</u>	<u>1.713584%</u>

BLDG	31	LIVING AREA	
		SQ.FT.	OWNERSHIP %
1629 A	1,705	0.191609%	
1629 B	1,772	0.199139%	
1629 C	2,023	0.227347%	
1629 D	2,022	0.227234%	
1629 E	1,909	0.214535%	
1629 F	1,772	0.199139%	
1629 G	2,023	0.227347%	
1629 H	2,022	0.227234%	
		<u>15,248</u>	<u>1.713584%</u>

BLDG	33	LIVING AREA	
		SQ.FT.	OWNERSHIP %
1625 A	1,705	0.191609%	
1625 B	1,772	0.199139%	
1625 C	2,023	0.227347%	
1625 D	2,022	0.227234%	
1625 E	1,909	0.214535%	
1625 F	1,772	0.199139%	
1625 G	2,023	0.227347%	
1625 H	2,022	0.227234%	
		<u>15,248</u>	<u>1.713584%</u>

BLDG	27	LIVING AREA	
		SQ.FT.	OWNERSHIP %
4962 A	1,985	0.223076%	
4962 B	1,975	0.221952%	
4962 C	1,564	0.175764%	
4962 D	1,504	0.169021%	
4962 E	1,985	0.223076%	
4962 F	1,975	0.221952%	
4962 G	1,564	0.175764%	
4962 H	1,691	0.190036%	
		<u>28,486</u>	<u>3.201282%</u>

BLDG	30	LIVING AREA	
		SQ.FT.	OWNERSHIP %
4942 A	2,022	0.227234%	
4942 B	2,023	0.227347%	
4942 C	1,616	0.181608%	
4942 D	1,549	0.174078%	
4942 E	2,022	0.227234%	
4942 F	2,023	0.227347%	
4942 G	1,616	0.181608%	
4942 H	1,753	0.197004%	
		<u>29,248</u>	<u>3.286916%</u>

BLDG	32	LIVING AREA	
		SQ.FT.	OWNERSHIP %
1620 A	2,022	0.227234%	
1620 B	2,023	0.227347%	
1620 C	1,616	0.181608%	
1620 D	1,549	0.174078%	
1620 E	2,022	0.227234%	
1620 F	2,023	0.227347%	
1620 G	1,616	0.181608%	
1620 H	1,753	0.197004%	
		<u>29,248</u>	<u>3.286916%</u>

BLDG	34	LIVING AREA SQ.FT.	OWNERSHIP %
4922	A	2,022	0.227234%
4922	B	2,023	0.227347%
4922	C	1,616	0.181608%
4922	D	1,549	0.174078%
4922	E	2,022	0.227234%
4922	F	2,023	0.227347%
4922	G	1,616	0.181608%
4922	H	1,753	0.197004%
4926	A	1,549	0.174078%
4926	B	1,616	0.181608%
4926	C	2,023	0.227347%
4926	D	2,022	0.227234%
4926	E	1,753	0.197004%
4926	F	1,616	0.181608%
4926	G	2,023	0.227347%
4926	H	2,022	0.227234%
		<u>29,248</u>	<u>3.286916%</u>

BLDG	37	LIVING AREA SQ.FT.	OWNERSHIP %
1812	A	2,022	0.227234%
1812	B	2,023	0.227347%
1812	C	1,772	0.199139%
1812	D	1,705	0.191609%
1812	E	2,022	0.227234%
1812	F	2,023	0.227347%
1812	G	1,772	0.199139%
1812	H	1,909	0.214535%
		<u>15,248</u>	<u>1.713584%</u>

BLDG	38	LIVING AREA SQ.FT.	OWNERSHIP %
1804	A	1,705	0.191609%
1804	B	1,772	0.199139%
1804	C	2,023	0.227347%
1804	D	2,022	0.227234%
1804	E	1,909	0.214535%
1804	F	1,772	0.199139%
1804	G	2,023	0.227347%
1804	H	2,022	0.227234%
		<u>15,248</u>	<u>1.713584%</u>

BLDG	40	LIVING AREA SQ.FT.	OWNERSHIP %
1826	101	2011	0.225998%
1826	102	2044	0.229707%
1826	103	1730	0.194419%
1826	104	1744	0.195992%
1826	201	2011	0.225998%
1826	202	2044	0.229707%
1826	203	1730	0.194419%
1826	204	1744	0.195992%
1830	101	1,744	0.195992%
1830	102	1,730	0.194419%
1830	103	2,044	0.229707%
1830	104	2,011	0.225998%
1830	201	1,744	0.195992%
1830	202	1,730	0.194419%
1830	203	2,044	0.229707%
1830	204	2,011	0.225998%
		<u>30,116</u>	<u>3.384463%</u>

BLDG	35	LIVING AREA SQ.FT.	OWNERSHIP %
1605	A	2,022	0.227234%
1605	B	2,023	0.227347%
1605	C	1,772	0.199139%
1605	D	1,705	0.191609%
1605	E	2,022	0.227234%
1605	F	2,023	0.227347%
1605	G	1,772	0.199139%
1605	H	1,809	0.214535%
		<u>15,248</u>	<u>1.713584%</u>

BLDG	36	LIVING AREA SQ.FT.	OWNERSHIP %
1618	A	1,549	0.174078%
1618	B	1,616	0.181608%
1618	C	2,023	0.227347%
1618	D	2,022	0.227234%
1618	E	1,753	0.197004%
1618	F	1,616	0.181608%
1618	G	2,023	0.227347%
1618	H	2,022	0.227234%
1618	A	2,022	0.227234%
1618	B	2,023	0.227347%
1618	C	1,616	0.181608%
1618	D	1,549	0.174078%
1618	E	2,022	0.227234%
1618	F	2,023	0.227347%
1618	G	1,616	0.181608%
1618	H	1,753	0.197004%
		<u>29,248</u>	<u>3.286916%</u>

BLDG	39	LIVING AREA SQ.FT.	OWNERSHIP %
1610	1A	2,305	0.259038%
1610	1B	1,980	0.222514%
1610	1C	1,980	0.222514%
1610	1D	1,980	0.222514%
1610	1E	1,980	0.222514%
1610	1F	2,305	0.259038%
1610	2A	2,305	0.259038%
1610	2B	1,980	0.222514%
1610	2C	1,980	0.222514%
1610	2D	1,980	0.222514%
1610	2E	1,980	0.222514%
1610	2F	2,305	0.259038%
1610	3A	2,305	0.259038%
1610	3B	1,980	0.222514%
1610	3C	1,980	0.222514%
1610	3D	1,980	0.222514%
1610	3E	1,980	0.222514%
1610	3F	2,305	0.259038%
		<u>37,590</u>	<u>4.224398%</u>

BLDG	41	LIVING AREA SQ.FT.	OWNERSHIP %
1602	101	2,010	0.225886%
1602	102	2,045	0.229819%
1602	103	2,045	0.229819%
1602	104	2,000	0.224762%
1602	201	2,089	0.234764%
1602	202	2,045	0.229819%
1602	203	2,045	0.229819%
1602	204	2,000	0.224762%
		<u>16,278</u>	<u>1.828449%</u>

RESTATED ARTICLES OF INCORPORATION
OF CHEROKEE GARDEN CONDOMINIUM HOMES,
INC.
A NON-PROFIT CORPORATION

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RESTATED
ARTICLES OF INCORPORATION
OF CHEROKEE GARDEN CONDOMINIUM HOMES, INC.
A Non-Profit Corporation

I, the undersigned, for the purpose of forming a non-stock non-profit corporation in accordance with the laws of the State of Wisconsin, acknowledge and file these Articles of Incorporation in the office of the Secretary of State of Wisconsin.

ARTICLE I
NAME

The name of this corporation shall be CHEROKEE GARDEN CONDOMINIUM HOMES, INC.

ARTICLE II
PURPOSE AND POWERS

The purposes for which this Corporation is formed are as follows:

A) To form an "Association of Unit Owners" as defined in Chapter 703, Statutes of the State of Wisconsin ("Condominium Ownership Act") and as such to establish and collect Assessments from the Unit Owners and members of said Association ("Members") for the purpose of operating, maintaining, repairing, improving, reconstructing and administering the Property of the Corporation ("Property"), and to perform the acts and duties desirable for the management of the Units and Common Elements in all phases of Cherokee Garden Condominium Homes ("Condominium").

B) To carry out the duties and obligations and receive the benefits given the Association by the Declaration of Condominium ("Declaration") of each phase of Cherokee Garden Condominium Homes as a master Association, as that term is defined and used in Wisconsin Statute Section 703.155 (1986).

C) To establish By-Laws for the operation of the Property, provide for the administration of the Association and rules and regulations for governing the same, and enforce the provisions of the Condominium Ownership Act, each Declaration, these Articles of Incorporation and the By-Laws of the Association.

D) To contract for the management of the Condominium and to delegate to the party with whom such contract has been executed the appropriate powers and duties of the Association except those which require specific action by or approval of the Board of Directors or Members.

E) To hire, retain and discharge personnel.

F) To borrow money on behalf of and grant mortgages and other security interests in the Property of the Corporation.

G) To purchase, lease or otherwise acquire the use and enjoyment of real or personal property, including, without limitation, condominium units, vacant land, equipment, and fixtures.

H) To establish budgets for the operation of the Association, including the setting up of reserve funds for anticipated expenditures.

I) To invest surplus funds.

J) To make general and special assessments of Unit Owners for repair, replacement, and maintenance of the Property of the Association, and Common and Limited Common Elements of the Condominium, or any phase thereof.

K) To enforce by all appropriate methods, and providing affected Unit Owner(s) with an opportunity to be heard, the provisions of these Articles of Incorporation, the By-Laws adopted pursuant hereto and as amended from time to time, and any and all rules and regulations which may from time to time be adopted by the Board of Directors.

To accomplish the foregoing purposes, the Association shall have all common law and statutory corporate powers under the laws of Wisconsin, and those powers provided by the Condominium Ownership Act and the Declaration.

ARTICLE III MEMBERS

Section 1. Unit Owners in each phase of the Garden Condominiums through 23 shall automatically be members of the Association and their memberships shall automatically terminate when they sell their Units. If a Member sells his or her Unit under the provisions of the Declaration, his or her purchaser will automatically acquire membership in the Association. Membership certificates are not required and will not be issued.

Section 2. The owner of each residential Unit (as distinguished from parking units) shall have one vote in all elections and affairs of the Association. Owners of parking units shall have no vote in the elections and affairs of the Association, except to the extent such owner also owns a residential Unit. If the Unit is owned by more than one person, the vote attributable to that Unit shall not be counted if the owners are not unanimous. There shall be no fractional vote. However, one individual (or corporate) owner of a multiple-owner Unit may be designated as the voting Member for each such Unit on the records of the Corporation, and, until written notification of any change is received by the Secretary of the Corporation, the vote of the voting Member shall be the only vote counted in regard to that Unit.

Section 3. The share of a Member in the common expenses and common surpluses of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his or her Unit.

ARTICLE IV
EXISTENCE

This Association shall have perpetual existence.

ARTICLE V
INCORPORATOR

The name and address of the Incorporator of the Association is as follows:

Name	Address
Richard J. Lewandowski	1426 Wheeler Road Madison, Wisconsin 53704

ARTICLE VI
DIRECTORS

Section 1. The affairs and property of the Association shall be managed and governed by a Board of Directors composed of not less than five (5) nor more than nine (9) persons. The first Board of Directors shall have nine (9) members and in the future, the number will be determined from time to time in accordance with the Corporation's By-Laws.

Section 2. Directors shall be elected by the Members in accordance with the By-Laws at the regular annual meetings of the membership of the Association. Directors shall be elected to serve for a term of one (1) year and in the event of a vacancy, the remaining directors may appoint a director to serve the balance of said unexpired term.

Section 3. All officers shall be elected by the Board of Directors in accordance with the By-Laws at the regular annual meeting of the Board as established by the By-Laws. The Board of Directors shall elect from among the Members a President, Vice-President, Secretary, Treasurer and such other officers as it shall deem desirable. The President shall be elected from among the membership of the Board of Directors but no other officer need be a Director.

ARTICLE VII
FIRST BOARD OF DIRECTORS

The first Board of Directors shall be elected at the first meeting of the Membership following incorporation.

ARTICLE VIII
REGISTERED AGENT AND PRINCIPAL OFFICE

Section 1. The principal office of the Corporation shall be located at 5 Golf Course Road, Madison, Dane County, Wisconsin 53704.

Section 2. The initial Registered Agent of the Corporation shall be John Fox.

Section 3. The address of the initial Registered Agent of the Corporation shall be 5 Golf Course Road, Madison, Dane County, Wisconsin 53704.

ARTICLE IX
BY-LAWS

The By-Laws of the Corporation shall be adopted by the first Board of Directors. The By-Laws may be altered, amended or rescinded in the manner provided by said By-Laws. The By-Laws shall govern the administration of the property of the Corporation, and of the Common Elements of the Condominiums.

ARTICLE X
AMENDMENTS

Section 1. Proposals for amendments to these Articles of Incorporation which do not conflict with the Condominium Ownership Act or the various Declarations of Condominium may be made by a majority of the Board of Directors or a majority of the Members. Such proposals shall be in writing and shall be delivered to the President who shall thereupon call a special meeting of the Members not less than ten (10) days nor more than sixty (60) days following his receipt of the proposed amendment. Notice of such special meeting shall be given in the manner provided in the By-Laws. An affirmative vote of sixty-seven percent (67%) of all votes entitled to be cast by Members shall be required for approval of the proposed amendment.

Section 2. Any Member may waive any or all of the requirements of this Article as to the submission of proposed amendments to these Articles of Incorporation to the President or notice of special meetings to vote thereon, either before, at or after a membership meeting at which a vote is taken to amend these Articles.

ARTICLE XI
INDEMNIFICATION


Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him, in connection with any proceedings or any settlement thereof, to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of

willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XII
EFFECTIVE DATE OF POWERS HEREIN ESTABLISHED
SUBJECT TO DECLARATION

The powers, rights, duties and functions of the Board of Directors and Association herein established as to each condominium phase (i.e. phases 1 - 14) existing on the date of incorporation hereof shall be effective upon the filing of Articles of Merger of the Unit Owners Association for each existing phase or phases of the Condominium with this Corporation or an Agreement of Consolidation as is permitted under Wisconsin Statute Section 703.275 (1986). It is intended that additional buildings existing and to be constructed in Cherokee Garden Condominium Homes, Phase 15, are to be governed by this Corporation, as a Master Association, under Wis. Stat. Sec. 703.155 (1986). As to future buildings constructed pursuant to the expandable condominium declaration for Cherokee Garden Condominium Homes, Phase 15, such powers, rights, duties and functions shall be exercised by the Declarant, Cherokee Park, Inc. or its successors or assigns, with respect to each such phase, until the expiration of thirty (30) days after the Declarant shall have consummated the sale of units aggregating seventy-five percent (75%) of all Unit Ownership in each Building (unless Declarant and the Board of Directors shall, by mutual agreement, agree to some other date). As to each such Building, the rights of the Declarant under the Articles and the Declaration of Condominium shall cease, except that the Declarant may add new Buildings in accordance with the Declaration of Condominium for Cherokee Garden Condominium Homes, Phase 15. The right of the Declarant to add Buildings hereunder shall cease as provided in the Declaration of Condominium for Cherokee Garden Condominium Homes, Phase 15.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Madison, Dane County, Wisconsin, this 18 day of Jan, ~~1987~~ 1987



Richard J. Lewandowski, Incorporator (SEAL)

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

I hereby certify that on the 18th day of January, 1986⁷, personally appeared before me, the undersigned notary, Richard J. Lewandowski, to me well known to be the Incorporator described in and who executed the foregoing Articles of Incorporation, and he acknowledged ore m that he executed the same, freely and voluntarily for the purposes therein expressed.

Deanne McCaughey
Notary Public, State of Wisconsin
My Commission: 9-25-88

THIS DOCUMENT DRAFTED BY:
Theodore C. Widder, III
20 North Carroll Street
Madison, Wisconsin 53703

CHEROKEE GARDEN CONDOMINIUM HOMES, INC.

AMENDMENTS TO ARTICLES OF INCORPORATION
AND BY-LAWS

RESOLUTION: In order to provide greater continuity in the operations and membership of the Association's Board of Directors, the members of Cherokee Garden Condominium Homes, Inc., assembled at their Annual Meeting held on June 4, 1989 at Madison, Wisconsin, hereby adopt the following:

1. The members of the Association hereby approve the following amendment* to Article VI, Section 2 of the Articles of Incorporation of the corporation and direct the Board of Directors to take the appropriate steps to effectuate the same:

"Article VI, Directors. Section 2. Directors shall be elected by the Members in accordance with the By-Laws at the regular annual meetings of the membership of the Association. One-third (1/3) of the total number of Directors shall be elected each year to serve for a staggered, three (3) year term, of one (1) year and in the event of a vacancy, the remaining directors may appoint a director to serve the balance of said unexpired term."

2. Article II, Section 1 of the By-Laws of Cherokee Garden Condominium Homes, Inc., is hereby amended to read as follows:

"Article II, Directors. Section 1. Number and Term: The number of directors which shall constitute the whole board shall be not less than five (5) nor more than nine (9). All directors shall be members of the Association ("Members") who also maintain their principal residence in the Condominium. Within the limits above specified, the number of directors shall be determined by the Members at the annual meeting. ~~Each director~~ One-third (1/3) of the

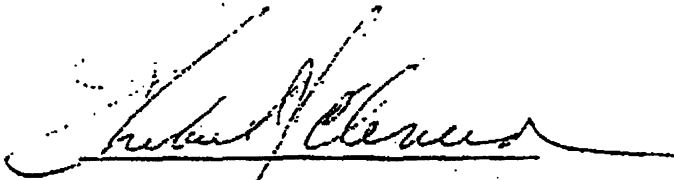
* Existing language to be deleted is ~~struck through~~; new language is underlined.

total number of directors shall be elected at each annual meeting to serve for a term of one (1) year three (3) years, or until his or her successor shall be elected and shall qualify.
The first Board of Directors shall have nine (9) members."


3. The foregoing amendments shall take effect with the annual meeting to be held in 1990. The Association shall elect all nine (9) directors at the June 4, 1989 annual meeting. At its first meeting after the 1989 election, the Board of Directors shall randomly determine which of its members shall serve transitional terms of one, two or three years. Thereafter, memers of the Board of Directors shall be elected for full three (3) year terms.

We hereby certify that the foregoing was adopted this 4th day of June, 1989, by the requisite number of unit owners voting in person or by proxy.

Attest:



President



Secretary

RESTATED BY-LAWS
OF
CHEROKEE GARDEN CONDOMINIUM HOMES, INC.

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RESTATED BY-LAWS
OF
CHEROKEE GARDEN CONDOMINIUM HOMES, INC.*

ARTICLE I

GENERAL

Section 1. Name: The name of the Corporation shall be CHEROKEE GARDEN CONDOMINIUM HOMES, INC. (the "Association").

Section 2. Principal Office: The principal office of the Association shall be 1436 Wheeler Road, Madison, Wisconsin, or at such location as may be designated by the Association's Board of Directors. All books and records of the Association shall be kept at its principal office, or at any other location as shall be designated by the Board of Directors.

Section 3. Definitions: As used herein, the term corporation shall be synonymous with Association of Unit Owners ("Association") as defined in the Restated Declaration and Merger Agreement for Cherokee Garden Condominium Homes, Phase 24 ("Declaration"), and as defined in the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes, and the words "Property", "Unit", "Unit Owner", "Common Expenses", "Common Surpluses", "Building", "Common Elements", and "Limited Common Elements" are defined as set forth in the Declaration and/or in the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes.

ARTICLE II

DIRECTORS

Section 1. Number and Term: The number of directors which shall constitute the whole board shall be not less than five (5) nor more than nine (9). All directors shall be members of the Association ("Members") who also maintain their principal residence in Cherokee Garden Condominium Homes ("the Condominium"). Within the limits above specified, the number of directors shall be determined by the Members at the annual meeting. One-third (1/3) of the total number of directors shall be elected at each

* These By-Laws are restated to reflect the Restated Declaration and Merger Agreement for Cherokee Garden Condominium Homes, Phase 24, to incorporate amendments made since the By-Laws were last restated and to note the relocation of the principal office of the Association.

annual meeting to serve for a term of three (3) years, or until his or her successor shall be elected and shall qualify. The first Board of Directors shall have nine (9) members.

Section 2. Vacancy and Replacement: If the office, of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired portion of the term of the vacated office.

Section 3. Removal: Directors may be removed for cause by an affirmative vote of a majority of the qualified votes of Members. No director shall continue to serve on the Board if, during his/her term of office, his/her membership in the Association shall be terminated for any reason whatsoever.

Section 4. First Board of Directors: The first Board of Directors, if named in the Articles of Incorporation, shall hold office and exercise all powers of the Board of Directors as provided in Article VI of the Association's Articles of Incorporation ("Articles").

Section 5. Powers: The property and business of the Association shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Articles or the Declaration. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

A) To levy and collect according to the provisions of the Wisconsin Condominium Ownership Act, the Declaration, the Articles and these By-Laws regular and special assessments for common expenses.

B) To use and expend the assessments collected to maintain, repair, replace, care for and preserve the Units and Property of the Association, except those portions thereof which are required to be maintained, cared for and preserved by the Unit Owners, and for other common expenses.

C) To purchase the necessary equipment required in the maintenance, care and preservation referred to above.

D) To enter into and upon the Units when necessary, with as little inconvenience to the owners as possible, in connection with said maintenance, care and preservation.

E) To hire, retain and discharge personnel necessary for said maintenance, repair, replacement, care and preservation.

F) To insure and keep insured said Property in the manner set forth in the Declaration, against loss from fire and/or other casualty and the Unit Owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable.

G) To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the Unit Owners for violations of these By-Laws and the Declaration.

H) To make reasonable rules and regulations for the occupancy of the Units and use of the Common Elements of the Condominium and Property of the Corporation.

I) To purchase, lease or otherwise acquire the use and enjoyment of real or personal property, including, without limitation, condominium units, vacant land, equipment, and fixtures.

J) To contract for management of the Condominium and to delegate to such other party all powers and duties of the Association except those specifically required by the Declaration to have the specific approval of the Membership.

K) To carry out the obligations of the Association under any easements, restrictions or covenants running with any land submitted to Condominium ownership.

L) To maintain legal actions, on behalf of the Unit Owners, with respect to any cause of action relating to the Common Elements or more than one unit.

M) To borrow money on behalf of and grant mortgages and other security interests in the Property of the Corporation.

N) To establish budgets for the operation of the Association, including the setting up of reserve funds for anticipated expenditures.

O) To invest surplus funds.

P) To enforce by all appropriate methods, and providing affected Unit Owner(s) with an opportunity to be heard, the provisions of the Articles of Incorporation, these By-Laws and any and all rules and regulations which may, from time to time, be adopted by the Board of Directors.

Section 6. Compensation: Neither directors nor officers shall receive compensation for their services as such.

Section 7. Meetings:

A) The first meeting of each board newly elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the Members' meeting, and immediately after the adjournment of same.

B) Special meetings shall be held whenever called by the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally, by mail or telegram, at least three (3) days before the date of such meeting, but the directors may waive notice of the calling of the meeting. Attendance by a director at any meeting of the Board shall be deemed a waiver of notice by him or her. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

C) A majority of the Board shall be necessary at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board, unless otherwise provided for by express provision of the Wisconsin Statutes, the Declaration, the Articles or these By-Laws. If a quorum shall not be present at the meeting, the Directors then present shall adjourn the meeting until a quorum shall be present.

Section 8. Order of Business: The order of business at all meetings of the Board shall be as follows:

- A) Roll call;
- B) Reading of Minutes of the last meeting;
- C) Consideration of communications;
- D) Resignations and elections;
- E) Reports of officers and employees;
- F) Reports of committees;
- G) Unfinished business;
- H) Original resolutions and new business;
- I) Adjournment.

Except as otherwise provided in the Articles of Incorporation, these By-Laws or express resolution of the Board of Directors, Robert's Rules of Order shall govern all meetings.

Section 9. Annual Statement: The Board shall present, no less often than at each annual meeting, a full and clear statement of the business and condition of the Association including a report of the operating expenses of the Association and the assessments paid by each member.

ARTICLE III

OFFICERS

Section 1. Executive Officers: The executive officers of the Association shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be elected annually by a majority vote of said Board at the annual meeting of the Board as established by these By-Laws. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the corporation. If the Board so determines, there may be more than one Vice-President.

Section 2. Subordinate Officers: The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office at the pleasure of the Board of Directors and who shall have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers; Removal: All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors, which may delegate such powers to any officer.

Section 4. The President:

A) The President shall be Chairman of and shall preside at all meetings of the Members and Directors, shall have general and active management authority over the business of the Association except that which is delegated, shall see that all orders and resolutions of the Board are carried into effect and shall execute bonds, mortgages and other contracts requiring a seal of the Association.

B) The President shall supervise and direct all other officers of the Association and shall see that their duties are performed properly.

C) The President shall submit a report of the operations of the Association for the fiscal year to the Directors (whenever called for by them) and to the Members at their

annual meeting, and from time to time shall report to the Board all matters within his or her knowledge which the best interests of the Association may require be brought to their notice.

D) The President shall be an ex officio member of all committees and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 5. The Vice President:

A) The Vice President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act.

B) The Vice President shall exercise and discharge such other duties as may be required of him or her by the Board.

Section 6. The Secretary:

A) The Secretary shall keep the minutes of meetings of the Members and of the Board of Directors in one or more books provided for that purpose.

B) The Secretary shall see that all notices are duly given in accordance with the provisions of these By-Laws or as otherwise required by law.

C) The Secretary shall be custodian of the corporate records of the Association and shall see that all documents are duly executed in accordance with the provisions of these By-Laws.

D) The Secretary shall keep a register of the Post Office address of each Member, which shall be furnished to the Secretary by such Member.

E) In general, the Secretary shall perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

Section 7. The Treasurer:

A) The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.

B) The Treasurer shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursement, and shall render to the President

and Directors, at the regular meeting of the Board, or whenever they may require it, an account of all his or her transactions as Treasurer and of the financial condition of the Association.

C) The Treasurer shall keep or cause to be kept detailed, accurate records in chronological order, of the receipts and expenditures affecting the common areas and facilities, specifying and itemizing the maintenance and repair expenses of the common areas and facilities and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for examination by the Members at convenient hours of week days.

D) The Treasurer may be required to give the Association a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his or her office, and the restoration to the Association in case of his or her death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his or her possession belonging to the Association.

Section 8. Vacancies: If the office of the President, Vice President, Secretary or Treasurer becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the Board of Directors, may choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office.

Section 9. Resignations: Any Director or other officer may resign his or her office at any time, in writing, which resignation shall take effect from the time of its receipt by the Association, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV

MEMBERSHIP

Section 1. Definition: Each Unit Owner (including a corporate owner) shall be a Member of the Association, and membership in the Association shall be limited to Unit Owners.

Section 2. Transfer of Membership and Ownership: Membership in the Association may be transferred only as an incident to the transfer of the transferor's Unit and his or her undivided interest in the Common and Limited Common Elements of the Condominium. Such transfer shall be subject to the procedures set forth in the Declaration.

SS

ARTICLE V

MEETINGS OF MEMBERSHIP

Section 1. Place: All meetings of the Association membership shall be held at such place in Dane County, Wisconsin as may be stated in the notice of the meeting.

Section 2. Annual Meeting:

A) The first annual meeting of Members shall be held at such time as the first election of Directors is to be held as provided in Article VII of the Articles. In addition to the election of Directors at said first meeting, such other business as may properly come before the meeting may be transacted.

B) Regular annual meetings subsequent to the first meeting shall be held at a time and place and on a date determined by the Board each year, provided that such meeting occur between May 15th and June 30th of each year.

C) All annual meetings shall be held at the hour of 7:00 p.m.

D) At the annual meeting, the Members, by a plurality vote (cumulative voting prohibited) shall elect a Board of Directors and transact such other business as may properly come before the meeting.

E) Written notice of the annual meeting shall be served upon or mailed to each Member entitled to vote at such address as appears on the books of the Association, at least ten (10) days prior to the meeting.

Section 3. Membership List: At least ten (10) days before every election of directors, a complete list of Members entitled to vote at said election, arranged numerically by Units, with the residence of each Member, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the Association, and shall be open to examination by any Member throughout such time.

Section 4. Special Meetings:

A) Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of one-third (1/3) of the Members. Such request shall state the purpose or purposes of the proposed meeting.

B) Written notice of a special meeting of Members stating the time, place and object thereof, shall be served upon or mailed to each Member entitled to vote thereon, at such address as appears on the books of the Corporation, at least five (5) days before such meeting.

C) Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum: Fifty-one (51%) percent of the total number of Members of the Association, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by statute, the Articles or these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented, at which adjourned meeting any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business: When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one which, by express provision of the Wisconsin Statutes, the Declaration, the Articles or these By-Laws requires a different vote, in which case such express provision shall govern and control the decision of such question.

Section 7. Right to Vote: All owners of residential Units (to be distinguished from parking units) shall be entitled to one (1) vote. Owners of parking units shall have no separate right to vote except as an owner of a residential Unit. At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. If a Unit is owned by more than one owner (individual or corporate), the vote attributable to that Unit shall not be counted if the owners are not unanimous. There shall be no fractional vote. The owners of the Unit shall file a certificate with the Secretary naming the person authorized to cast said Unit's vote. If same is not on file, the vote of such Unit shall not be considered, nor shall the presence of said owners at a meeting be considered in determining whether the quorum requirement has been met.

Section 8. Waiver and Consent: Whenever the vote of Members at a meeting is required or permitted by any provision of the Wisconsin Statutes, the Declaration, the Articles or these By-Laws in connection with any action of the Association, the meeting and vote of Members may be dispensed with if all Members who would have been

entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

Section 9. Order of Business: The order of business at annual Members' meetings and as far as practical at other Members' meetings, will be:

- 1) Election of Chairman;
- 2) Roll Call;
- 3) Proof of Notice of Meeting or Waiver of Notice;
- 4) Reading of Minutes of Prior Meeting;
- 5) Officers' Reports;
- 6) Committee Reports;
- 7) Elections;
- 8) Unfinished Business;
- 9) New Business;
- 10) Adjournment.

Except as otherwise provided in the Articles of Incorporation, these By-Laws or express resolution of the Board of Directors, Robert's Rules of Order shall govern all meetings.

ARTICLE VI

NOTICES

Section 1. Definition: Whenever under the provisions of the Wisconsin Statutes, the Declaration, the Articles or these By-Laws, notice is required to be given to any director or Member, it shall not be construed to mean personal notice but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the Corporation.

Section 2. Service of Notice -- Waiver: Whenever any notice is required to be given under the provisions of the Wisconsin Statutes, the Declaration, the Articles or these By-Laws, a waiver thereof, in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3. Address: The address for notice to the Association is 1436 Wheeler Road, Madison, Wisconsin, or some other address as may be designated from time to time by the Board of Directors.

ARTICLE VII

FINANCES

Section 1. Fiscal Year: The fiscal year shall be July 1st to June 30th of each year.

Section 2. Checks: All checks or demands for money and notes of the Association shall be signed by any one of the following officers: President, Vice President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate. The Board of Directors by resolution may require more than one (1) signature.

Section 3. Determination of Assessments:

A) In furtherance of the provisions set forth in the Declaration and in the Articles, the Board of Directors shall fix assessments adequate to meet the common expenses of the Condominium. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the Property of the Association, the Common and Limited Common Elements of the Condominium, expenses for the maintenance, repair and replacement of the sanitary sewers and storm sewers, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including all insurance, and any other expenses designated as Common Expenses from time to time by the Board of Directors. The Board of Directors is specifically empowered on behalf of the Association to make and collect assessments, and to maintain, repair and replace the Property of the Association, the Common and Limited Common Elements of the Condominium. Funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions or percentages of sharing Common Expenses provided in the Declaration. Said assessments shall be payable as provided in the Declaration. Special assessments, which may be required by the Board of Directors, shall be levied and paid in the same manner as hereinbefore provided for regular assessments. Notwithstanding the foregoing, the Board shall have the power to specially assess particular Unit Owners or groups of Unit Owners for the repair, replacement or maintenance of a Common or Limited Common Element to whom use of or access to is restricted (either by use patterns or formally in the Condominium constituent documents).

B) When the Board of Directors has determined the amount of any assessment, the Secretary or Treasurer shall mail or present a statement of the assessment to each of the Unit Owners. All assessments shall be payable according to procedures and resolutions adopted from time to time by the Board of Directors.

Section 4. Audits of Account: The accounts and records which the Treasurer must keep pursuant to the provisions of these By-Laws shall be audited at least once every other year by qualified auditors. The cost of such audits shall be a common expense.

ARTICLE VIII

RULES AND REGULATIONS

In addition to the other provisions of these By-Laws, the following Rules and Regulations, together with such additional Rules and Regulations as may hereafter be adopted by the Board of Directors, (which additional rules shall be observed and enforceable as if fully set forth herein) shall govern the use of Units and the conduct of all residents thereof.

- A) Units shall be used only for residential purposes.
- B) Unit Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such way as to be injurious to the reputation of the Condominium.
- C) The use of the Unit and the undivided interest in the Common Elements appurtenant to such Unit in the percentage specified and established in the Declaration shall be consistent with existing law and the Declaration to which these By-Laws become a part.
- D) Common Elements shall not be obstructed, littered, defaced, or misused in any manner.
- E) No structural changes or alterations shall be made in any Unit without prior written consent of the Board of Directors and any mortgagee holding a mortgage on said Unit.
- F) A Unit Owner shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside of walls of his Unit, and no sign, awning, shutter or antenna shall be affixed to or placed on the exterior walls or roof, or any part thereof, without the prior consent of the Association.
- G) No outdoor clothes lines may be erected, and nothing shall be hung or exposed on any part of the Common Elements.
- H) Common walks, park area and other Common Elements shall be kept free from rubbish, debris, lawn decorations and other unsightly materials, and shall not be

obstructed, littered, defaced or misused in any manner. In addition, lawn and recreation furniture and equipment may not be left on or in any of the Common Elements overnight.

I) No "for sale" or "for rent" signs or other window displays or advertising shall be permitted on any part of the Property or in any Unit.

J) Unit Owners shall not do any work which would jeopardize the soundness or safety of the Property, reduce the value thereof or impair any easement or hereditament without first obtaining, in every such case, the consent of seventy-five (75%) percent in interest of all the Unit Owners.

ARTICLE IX

DEFAULT

In the event a Unit Owner does not pay any sum, charge, or assessment required to be paid to the Association within thirty (30) days from the due date, the assessment shall be deemed "delinquent". Any and all delinquent accounts shall be charged interest, penalties, late fees, and/or other charges as directed by the Board of Directors pursuant to resolutions. In addition, such delinquent account shall constitute a lien on the interest of such Unit Owner as provided under the Wisconsin Condominium Ownership Act. Such lien may be foreclosed by suit by the Association in like manner as a mortgage of real property. The Association, acting on its own behalf or through its Board of Directors, may, unless prohibited by the Declaration, bid for the Unit at any foreclosure sale, and acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

If the Association becomes the owner of a Unit by reason of foreclosure, it shall offer said Unit for sale and at such time as a sale is consummated, it shall deduct from the proceeds of said sale all sums of money due it for Assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the Unit, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the Unit. All monies remaining after deducting the foregoing items of expenses shall be returned to the former owner of the Unit.

In the event of a violation of the provisions of the Declaration, the Articles or By-Laws, which violation is not corrected within thirty (30) days after notice from the Association to the Unit Owner to correct said violation, the Association may take such action as it may deem appropriate, including the institution of legal action, to correct the violation.

In the event such legal action is brought against a Unit Owner and results in a judgment for the Plaintiff, the Defendant shall pay the Plaintiff's reasonable attorneys' fees and court costs.

Each Unit Owner, for himself or herself, his or her heirs, successors and assigns, agrees to the foregoing provisions regardless of the harshness of the remedy available to the Association and regardless of the availability of the other equally adequate procedures. It is the intent of all Unit Owners to give to the Association such powers and authority which will enable it to operate on a business-like basis, to collect those monies due and owing it from Unit Owners, and to preserve each Unit Owner's right to enjoy his or her Unit free from unreasonable restraint and nuisance.

ARTICLE X

JOINT OWNERSHIP

Membership may be held in the name of more than one person or corporation. In the event ownership is in more than one person or corporation, all of the joint owners shall be entitled collectively to only one vote in the management of the affairs of the Association and said vote may not be divided between multiple owners.

ARTICLE XI

AMENDMENT

These By-Laws may be amended at any duly called meeting of the Members. The notice of the meeting shall contain a full statement of the proposed amendment, and the quorum requirement for such purposes shall be a majority of all Members. It shall be necessary that there be an affirmative vote of sixty-seven (67%) percent of all the Members to amend these By-Laws. No amendment to these By-Laws shall be passed which would operate to impair or prejudice the rights or liabilities of any mortgagee.

ARTICLE XII

PERSONAL APPLICATION

All Unit Owners, tenants of such owners, employees of owners, and tenants, or any other persons that in any manner use the Property or any part thereof shall be subject to the Wisconsin Condominium Ownership Act and to the Declaration, Articles and these By-Laws.

All agreements, decisions and determinations lawfully made by the Association in accordance with the voting percentages in the Wisconsin Condominium Ownership Act, the Declaration, the Articles or these By-Laws, shall be deemed to be binding on all Unit Owners.

ARTICLE XIII

CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to include the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the covenants herein imposed be void or become unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

The foregoing were adopted as the Restated By-Laws of Cherokee Garden Condominium Homes, Inc. by its Board of Directors.

APPROVED AS RESTATED:

Date: 6/14/08

Mary Jo Rinkus
Mary Jo Rinkus, President

Date: 6/14/08

Judy Windschiegl
Judy Windschiegl, Vice President

LEGAL DESCRIPTION

Cherokee Garden Condominium Homes Phase 1-14, Cherokee Garden Condominium Homes Phase 15, and Cherokee Garden Condominium Homes Phase 24, being part of the Southwest 1/4 of the Southeast 1/4 and part of the Southeast 1/4 of the Southeast 1/4 of Section 24; and part of the Northwest 1/4 of the Northeast 1/4 and part of the Northeast 1/4 of the Northeast 1/4 of Section 25; all in T8N, R9E, City of Madison, Dane County, Wisconsin, described as follows:

Commencing at the Southeast Corner of said Section 24; Thence N87°57'35"W, 33.00 feet to the West right of way line of North Sherman Avenue and the point of beginning; Thence S01°29'07"W, 186.15 feet (recorded as S01°07'06"W, 186.59 feet) along said West right of way line; Thence continuing along said West right of way line S03°53'02"W (recorded as S03°30'05"W), 48.10 feet; Thence continuing along said West right of way line S01°30'02"W (recorded as S01°07'06"W), 31.89 feet to a point of curvature; Thence along a curve to the right having a radius of 25.00 feet and a long chord bearing and distance of S49°40'09"W (recorded as S49°17'16"W), 37.26 feet to the North right of way line of Wheeler Road; Thence along said North right of way line N82°09'38"W, 217.85 feet (recorded as N82°32'34"W, 218.17 feet) to a point of curvature; Thence continuing along said North right of way line along a curve to the left having a radius of 1072.00 feet and a long chord bearing and distance of N85°25'23"W (recorded as N85°48'19"W), 122.02 feet to the point of tangency; Thence continuing along said North right of way line N88°41'08"W, 255.68 feet (recorded as N89°04'04"W, 255.55 feet); Thence continuing along said North right of way line N85°47'08"W (recorded as N86°10'04"W), 339.46 feet to a point of curvature; Thence continuing along said North right of way line along a curve to the right having a radius of 533.90 feet and a long chord bearing and distance of N68°30'54"W, 318.13 feet (recorded as N68°52'34"W, 317.39 feet) to the point of non-tangency; Thence continuing along said North right of way line N51°59'19"W, 80.89 feet (recorded as N51°35'04"W) to the point of a non-tangent curve; Thence continuing along said North right of way line along a curve to the left having a radius of 448.25 feet and a long chord bearing and distance of N70°09'14"W, 295.57 feet (recorded as N70°50'04"W) to the point of tangency; Thence continuing along said North right of way line, N89°42'11"W, 739.46 feet (recorded as S89°54'56"W, 738.85 feet) to a point of curvature; Thence continuing along said North right of way line along a curve to the right having a radius of 25.00 feet and a long chord bearing and distance of N49°46'20"W, 32.09 feet (recorded as N48°22'33.5"W, 33.27 feet) to the Easterly right of way line of Comanche Way and the point of non-tangency; Thence along said Easterly right of way line of Comanche Way N06°11'57"W, 20.11 feet (recorded as N06°40'03"W, 20.07 feet) to the point of a non-tangent curve; Thence continuing along said Easterly right of way line along a curve to the left having a radius of 400.00 feet and a long chord bearing and distance of N14°18'39"W, 111.21 feet (recorded as N14°40'03"W, 111.34 feet) to the point of non-tangency; Thence continuing along said Easterly right of way line N22°08'31"W, 102.00 feet (recorded as N22°40'03"W, 100.59 feet); Thence N71°22'55"E, 185.59 feet (recorded as N71°00'00"E, 184.88 feet) to a point of curvature; Thence along a curve to the left having a radius of 380.00 feet and a long chord bearing and distance of N61°22'56"E (recorded as N61°00'00"E), 131.98 feet to the point of tangency; Thence N51°22'56"E (recorded as



LEGAL DESCRIPTION

N51°00'00"E), 257.16 feet to a point of curvature; Thence along a curve to the right having a radius of 320.00 feet and a long chord bearing and distance of N68°22'56"E (recorded as N68°00'00"E), 187.12 feet to the point of tangency; Thence N85°22'55"E (recorded as N85°00'00"E), 48.35 feet to a point of curvature; Thence along a curve to the left having a radius of 230.00 feet and a long chord bearing and distance of N68°22'55"E (N68°00'00"E), 134.50 feet to the point of tangency; Thence N51°22'58"E (recorded as N51°00'00"E), 60.74 feet; Thence N78°07'50"E (recorded as N77°44'54"E), 234.23 feet; Thence N01°53'30"E (recorded as N01°30'28"E), 13.90 feet; Thence N78°07'14"E, 264.83 feet (recorded as N77°44'54"E, N76°47'19"E); Thence N63°23'56"E, 82.52 feet (recorded as N61°52'41"E) to a point on a curve; Thence along a curve to the left having a radius of 190.00 feet and a long chord bearing and distance of S62°21'47"E, 133.65 feet (recorded as S62°56'00"E, 132.33 feet) to the point of tangency; Thence S82°57'11"E (recorded as S83°18'47"E), 331.82 feet; Thence S88°03'24"E, 568.77 feet (recorded as S88°25'00"E, 567.87 feet) to the aforesaid West right of way line of North Sherman Avenue; Thence along said West right of way line S02°02'25"W, 768.95 feet (recorded as S01°40'49"W, 769.12 feet) to the point of beginning.

RECORDED FOR RECORDING THIS 2008 AT
 DAY OF _____ M. AND
 O'CLOCK _____ M. AND
 RECORDED IN VOLUME _____ OF
 COGNOMIAL PLATS ON PAGE _____ AS
 DOCUMENT NUMBER _____

KNIGHT CHILDRENS, REGISTER OF DEEDS
 DANE COUNTY, WISCONSIN

Bearings referenced to the East right of
 of any line of N. Sherman Avenue,
 assumed bearing of S02°02'25"W.

Notes

- This survey is subject to any and all easements and encumbrances shown hereon and unshown.
- The distance of a survey line by surface is a median of Section 23.52' of Wisconsin Statutes.
- Nothing is shown here that is not shown hereon.
- Nothing is shown here that is not shown hereon.
- Dimensions and areas for Unit Area shown hereon are based upon the area shown hereon.
- Dimensions and areas for Unit Area shown hereon are based upon the area shown hereon.
- This survey is subject to any and all easements and encumbrances shown hereon and unshown.
- This survey is subject to any and all easements and encumbrances shown hereon and unshown.

Surveyor's Certificate

I, Daniel V. Birenkott, Wisconsin Registered Land Surveyor No. 15311, do hereby certify that I have surveyed and mapped the property described and shown hereon in accordance with the provisions of Wisconsin Statutes Chapter 23.52, and I am a correct representation of the condominium described and the identification and location of each unit and the common elements can be determined from this plat.

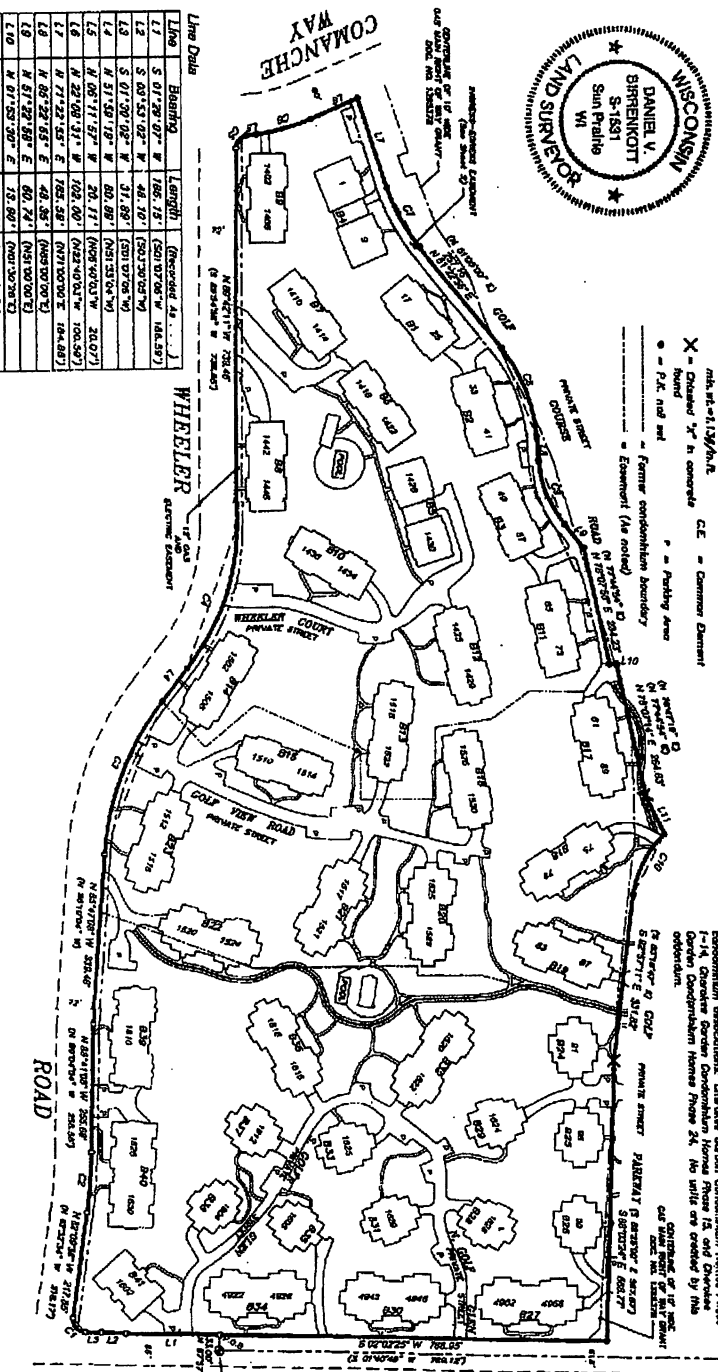
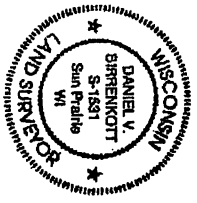
Dated this 5th day of May, 2008.

Daniel V. Birenkott, R.L.S. No. 15311

Seventh Addendum
CHEROKEE GARDEN CONDOMINIUM
HOMES PHASE 24
 A Condominium Plat
 CITY OF MADISON, DANE COUNTY, WISCONSIN

SCALE: 1" = 200'

Northwest Corner
 Section 24-8-8
 of Township 24S, Range 8E, County of Dane, Wisconsin



Line Data

Line	Bearing	Length	Recorded As
L1	S 01°29' 02" W	188.75	(S01°29'02"W 188.87)
L2	S 89°53' 02" W	44.70	(S89°53'02"W 44.70)
L3	S 01°29' 02" W	31.89	(S01°29'02"W 31.89)
L4	N 81°59' 19" W	80.89	(N81°59'19"W 80.89)
L5	N 08°17' 57" W	20.17	(N08°17'57"W 20.07)
L6	N 82°00' 31" E	102.00	(N82°00'31"E 100.89)
L7	N 82°22' 55" E	48.38	(N82°22'55"E 48.38)
L8	N 81°52' 59" E	60.79	(N81°52'59"E 60.79)
L9	N 81°52' 59" E	15.69	(N81°52'59"E 15.69)
L10	N 81°52' 59" E	62.53	(N81°52'59"E 62.53)

Curve Data

Curve	Radius	Length	Bearing	Recorded As
C1	36.60	37.26	S 45°40' 00" W	(S45°40'00"W 37.26)
C2	102.00	112.02	N 65°28' 52" E	(N65°28'52"E 112.02)
C3	438.00	316.13	N 65°28' 52" E	(N65°28'52"E 312.87)
C4	438.00	316.13	N 24°09' 17" E	(N24°09'17"E 312.87)
C5	36.60	33.60	N 45°40' 00" W	(N45°40'00"W 33.60)
C6	400.00	117.27	N 67°12' 58" E	(N67°12'58"E 117.27)
C7	350.00	102.43	N 67°12' 58" E	(N67°12'58"E 102.43)
C8	350.00	102.43	N 67°12' 58" E	(N67°12'58"E 102.43)
C9	350.00	102.43	N 67°12' 58" E	(N67°12'58"E 102.43)
C10	350.00	102.43	N 67°12' 58" E	(N67°12'58"E 102.43)

There are no objections to this condominium with respect to Sec. 703 Wis Stat. and is hereby approved for recording.

Dated this _____ day of _____, 2008.

Dane County Planning and Development

PREPARED FOR:
 CHEROKEE GARDEN
 CONDOMINIUM HOMES
 1438 WHEELER ROAD
 MADISON, WIS. 53704
 241-4247

PREPARED BY:
 DANIEL V. BIRENKOTT
 SURVEYING, INC.
 P.O. BOX 237
 SUN FARRIE, WI 53590
 (608) 837-7483 office
 (608) 837-1081 fax

SHEET 1 OF 15
 OFFICE MAP NO. 071467

Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only. A following pages. Authorized by: Tom Martin

Seventh Addendum
**CHEROKEE GARDEN
 CONDOMINIUM
 HOMES PHASE 24**

A Condominium Plot
 CITY OF MADISON
 DANE COUNTY, WISCONSIN

SCALE: 1" = 30'

BUILDINGS 4-5

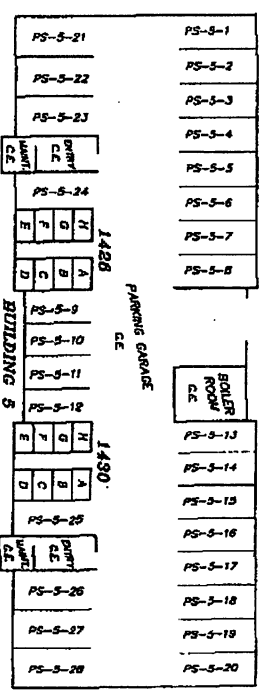
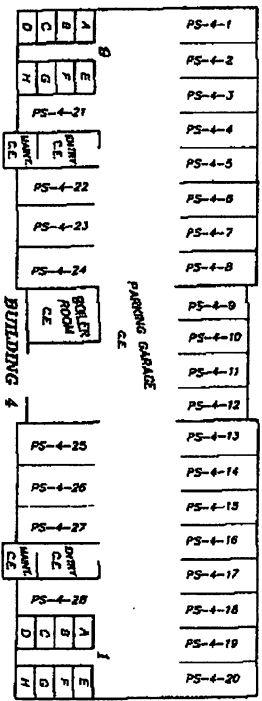
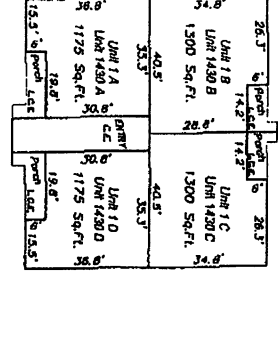
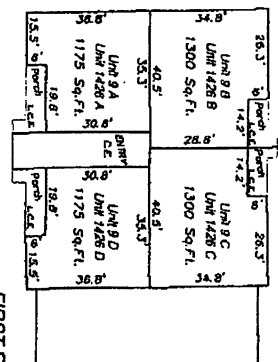
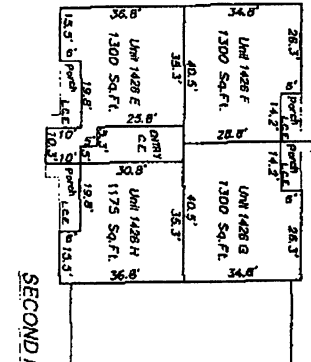
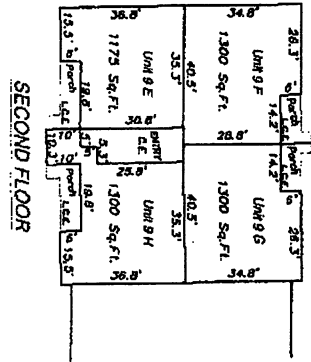
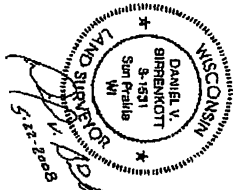
- NOTES
- 1) All areas outside of Unit's on Common Elements unless otherwise noted. Measure as in the Condominium Declaration.
 - 2) Dimensions and areas for Unit floor plans taken from prior condominium plans and building plans.
 - 3) Unit dimensions and areas are based upon architectural drawings and do not represent Unit dimensions as set forth in the Condominium Declaration.
 - 4) Separate, Particulate and Terrestrial Use Limited Common Elements for the apartment Units are designated with the letter "T" on the floor plans for the apartment Units.
 - 5) To Paralel State (P.S.) are approximately 3748.5.

Legend

- Balc. Balcony
- Blk. Elevator
- Elav. Elevator
- Eq. Elevator Equipment
- FRNK. Furnace Room
- GEN. STMB. General Storage Room
- MSH. Mechanical Room
- PS. Parking Stall
- S. Storage Area
- TRM. Terrace
- U. Utility Unit
- C.E. Common Element
- L.E. Limited Common Element
- A,B,C...H Storage Areas

1, 2007, 07/04/07
 1, 2007, 07/04/07
 BIRRENKOTT SURVEYING, INC.
 BIRRENKOTT SURVEYING, INC.
 P.O. BOX 237
 SUN PRANKIE, WI 53590
 (608) 837-1081 FAX
 (608) 837-1081 FAX

PREPARED FOR:
 CHEROKEE GARDEN CONDOMINIUM HOMES
 1436 WHEELER ROAD
 MADISON, WIS. 53704



Seventh Addendum CHEROKEE GARDEN CONDOMINIUM HOMES PHASE 24

A Condominium Plat

CITY OF MADISON
DANE COUNTY, WISCONSIN

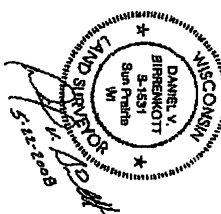
BUILDINGS 6-10

SCALE: 1" = 30'

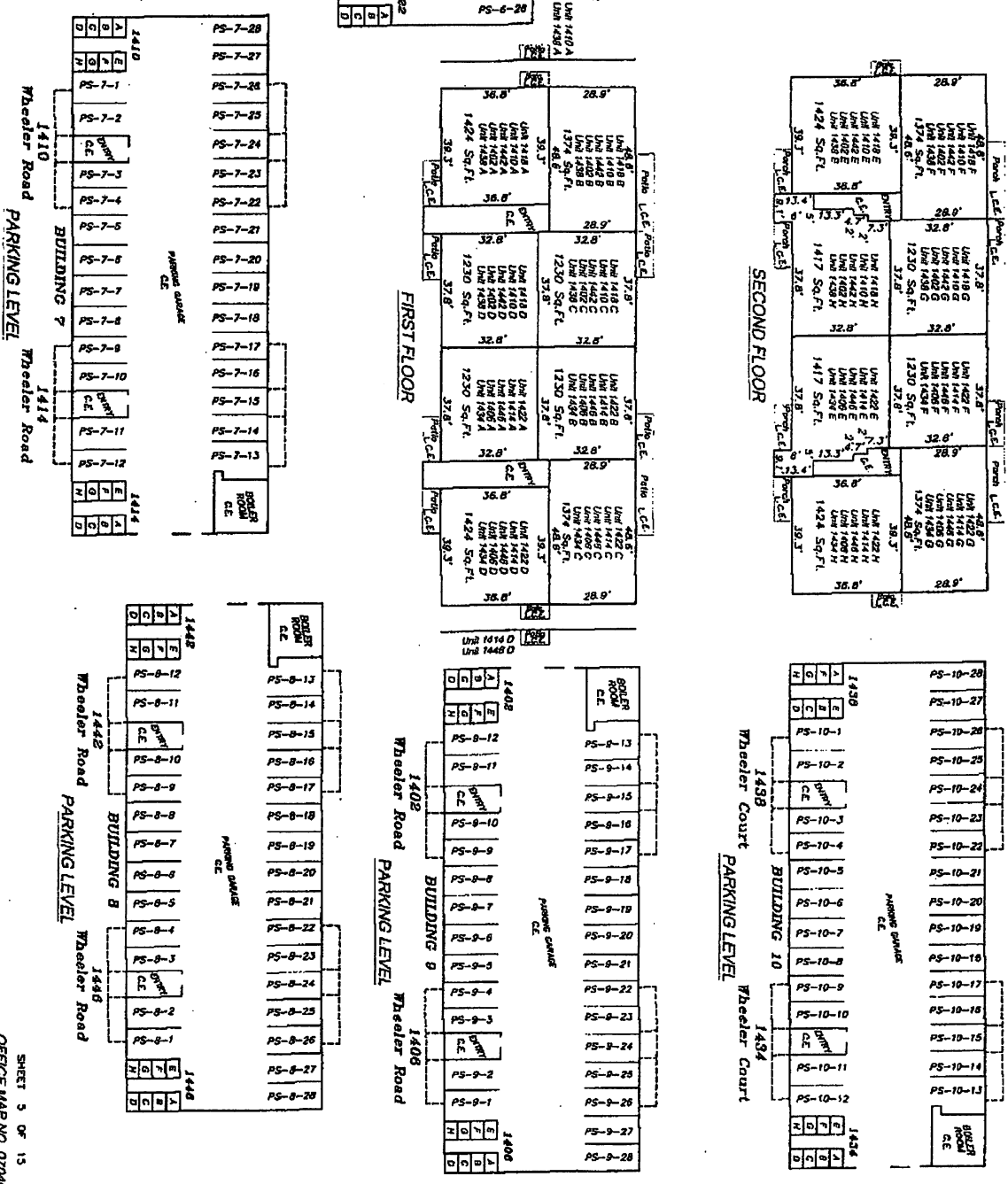
- Notes**
- All areas outside of Units and Common Elements unless otherwise noted herein or in the Condominium Declaration.
 - Dimensions and areas for Unit floor plans taken from the approved floor plans and building forms provided to the urban plan and building forms.
 - Unit dimensions and areas are based upon architectural elevations. These dimensions are intended to be approximate and do not constitute a warranty or set forth in the condominium declaration.
 - Dimensions, Polys, Areas, and Totals are approximate and should be used for informational purposes only.
 - Dimensions and areas of Shared Common Elements are approximate and should be used for informational purposes only.
 - All Party State (P.S.) are approximately 3/16"±.

- Legend**
- BALCONY
 - Electrical Room
 - Elev.
 - Elevator Shaft
 - Equipment Room
 - Gen. Strg.
 - General Storage
 - Mech.
 - Mechanical Room
 - Storage Area
 - Utility Unit
 - Common Element
 - Listed Common Element
 - Storage Area

L.3007,070467
 L.3007,070468 Gordon, BB-10,440
BIRENKOTT SURVEYING, INC.
 PREPARED BY:
 BIRENKOTT SURVEYING, INC.
 1077 BOX STREET
 SUN PRAIRIE, WI 53590
 (800) 837-7483 office
 (800) 837-1091 fax



PREPARED FOR:
 CHEROKEE GARDEN CONDOMINIUM HOMES
 MADISON, WIS. 53704
 241-4747



Seventh Addendum CHEROKEE GARDEN CONDOMINIUM HOMES PHASE 24

A Condominium Plat
CITY OF MADISON
DANE COUNTY, WISCONSIN

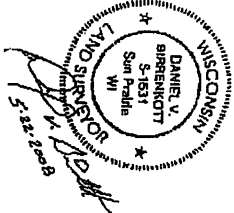
BUILDINGS 11-13

SCALE: 1" = 30'

- Notes**
- 1) All areas outside of units are Common Elements unless otherwise noted herein or in the Condominium Declaration.
 - 2) Dimensions and areas for Unit floor plans taken from plat to which other plots and building plans refer.
 - 3) Unit dimensions and areas are based upon architectural dimensions. These dimensions are intended to approximate and do not represent the actual dimensions of the units.
 - 4) Balconies, Porches, Patios and Terraces are Limited Common Elements for the apartment units and are not included in the Common Elements for the development units.
 - 5) All Parking Spaces (P.S.) are approximately 9'x18.5'.

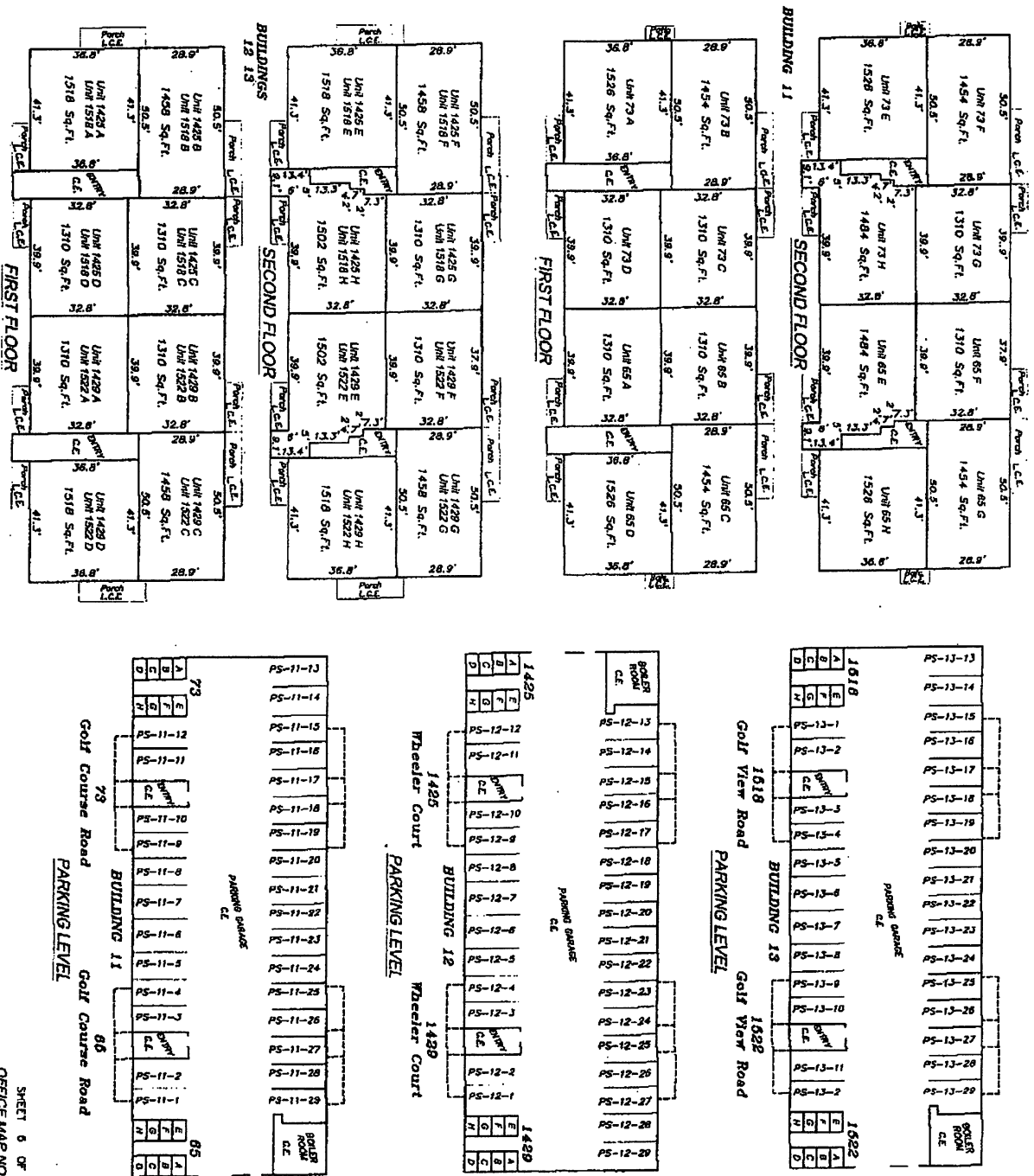
Legend

- BALCONY
- ELECTRICAL ROOM
- ELEVATOR EQUIPMENT
- GENERAL STORAGE
- MECH. ROOM
- MECHANICAL ROOM
- STORAGE AREA
- TERACE
- UTILITY JAIL
- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- STORAGE AREA



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(608) 837-1081 fax

PREPARED FOR:
CHEROKEE GARDEN CONDOMINIUM HOMES
14800 WISCONSIN WIS. 53704
241-4747



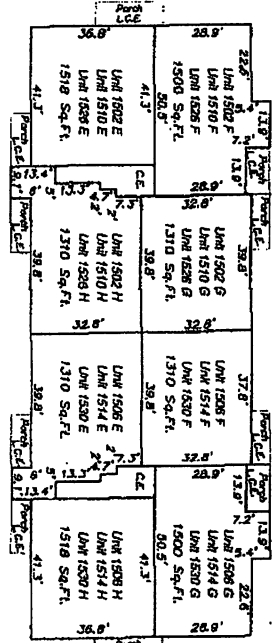
Seventh Addendum CHEROKEE GARDEN CONDOMINIUM HOMES PHASE 24

A Condominium Plat

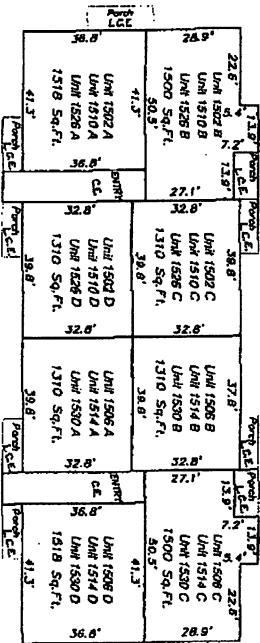
CITY OF MADISON
DANE COUNTY, WISCONSIN

BUILDINGS 14-16

SCALE: 1" = 30'



SECOND FLOOR



FIRST FLOOR

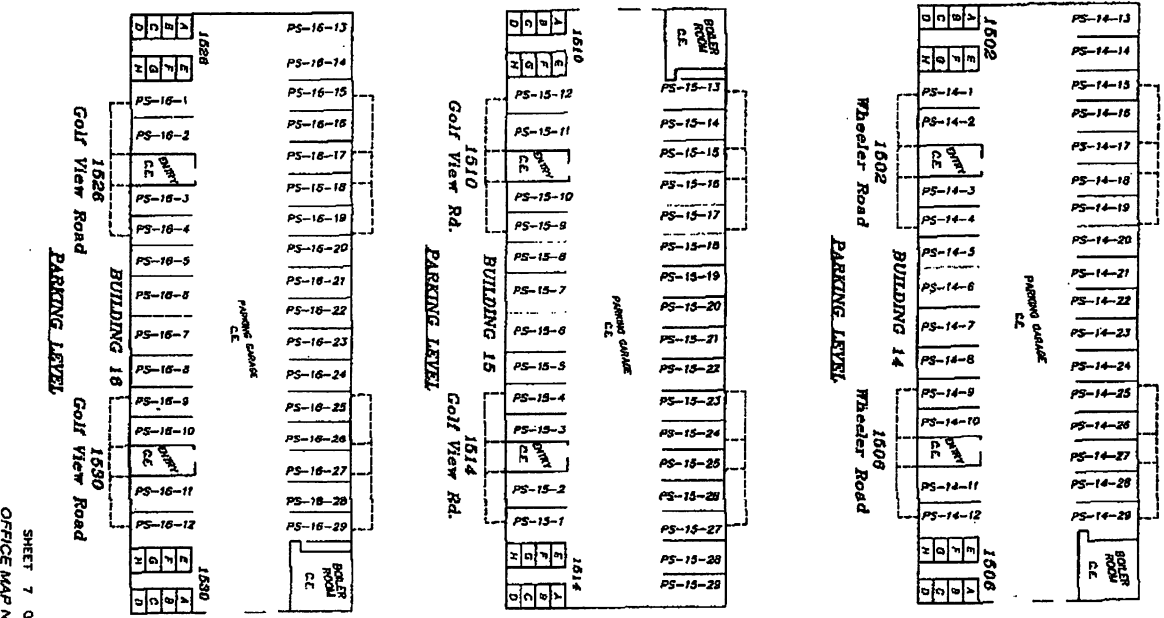
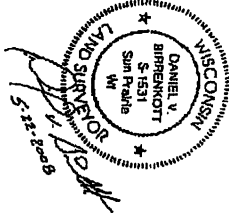
- NOTES**
- 1) All areas outside of Units are the Common Elements unless otherwise noted herein or in the Condominium Declaration.
 - 2) Dimensions and areas for Unit floor plans taken from the recorded plat and building plans provided in this office.
 - 3) Unit dimensions and areas are based upon architectural drawings. These dimensions are approximate and are not to be construed as a guarantee of actual dimensions.
 - 4) Recurring, Prefix, Suffix, and Range are as defined in the Condominium Declaration.
 - 5) Common Elements for the Units are as designated on the Unit floor plans.
 - 6) Storage areas are Unit Common Elements as designated on the Unit floor plans.
 - 7) All Parking Spots (P.S.) are approximately 9'x18.5'.

- Legend**
- Bldg. - Building
 - Elev. - Elevator
 - Equip. - Elevator Equipment
 - Entr. - Entrance
 - Exit - Exit
 - Gar. - Garage
 - Gen. - General
 - Mech. - Mechanical Room
 - Plumb. - Plumbing
 - Stair - Stair
 - Stor. - Storage Area
 - Unit - Unit
 - Common - Common Element
 - Storage - Storage Area

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L 2007010704AR
L 2007010704AS
L 2007010704AT
L 2007010704AU
L 2007010704AV
L 2007010704AW
L 2007010704AX
L 2007010704AY
L 2007010704AZ

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(608) 837-7483 office
(608) 837-1081 fax

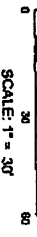
PREPARED FOR:
CHEROKEE GARDEN CONDOMINIUM HOMES
MADISON, WI 53704
241-4747



Seventh Addendum CHEROKEE GARDEN CONDOMINIUM HOMES PHASE 24

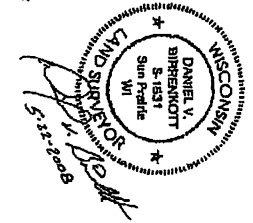
A Condominium Plat
CITY OF MADISON
DANE COUNTY, WISCONSIN

BUILDINGS 17-19



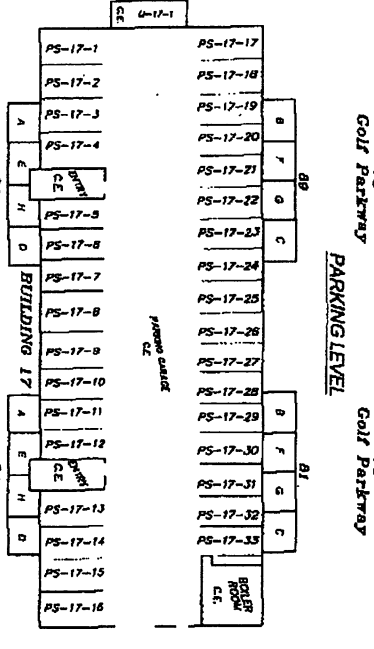
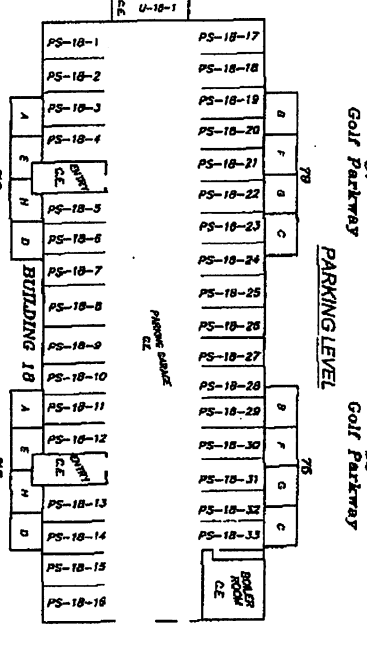
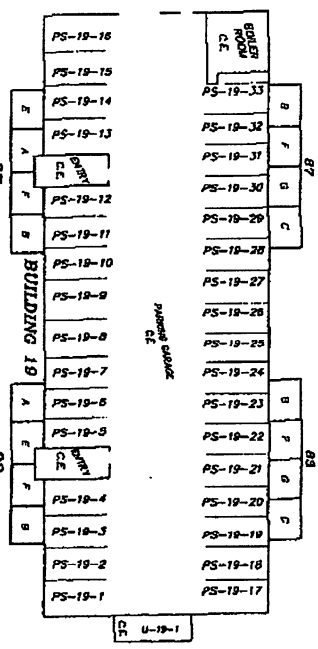
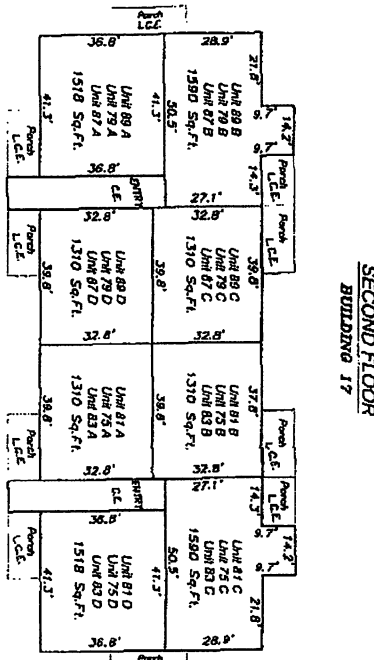
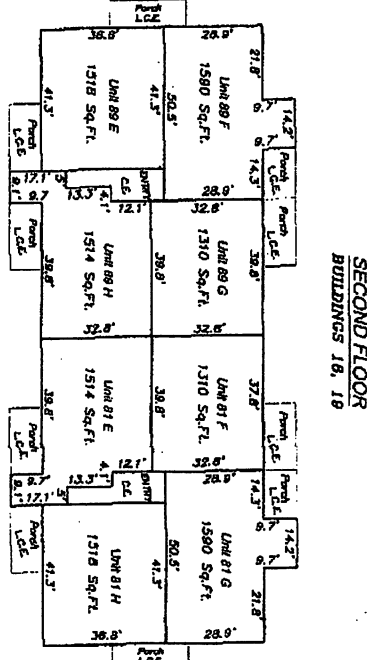
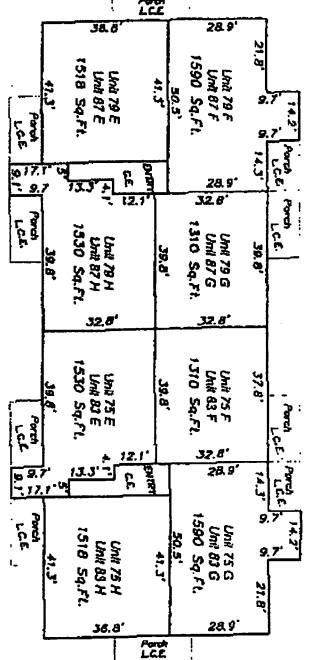
- Notes**
- 1) All areas outside of Units are Common Elements unless otherwise noted herein or in the Condominium Declaration.
 - 2) Dimensions and areas for Unit floor plans shown provided to this office.
 - 3) Unit dimensions and areas are based upon architectural drawings. These dimensions are deemed approximate and are not to be used for any purpose other than for information.
 - 4) All parking stalls (P.S.) are approximately 9'x18.5'.

- Legend**
- Balc. Balcony
 - Elec. Electrical Room
 - EV. Elevator
 - EQ. Elevator Equipment
 - EQ2/EV2 Elevator Equipment
 - FRIDGE FRIDGE ROOM
 - FRIDGE STBS. FRIDGE STORAGE
 - MACH. Mechanical Room
 - PS Parking Stall
 - 750N. Storage Area
 - U. Utility Unit
 - L.C.E. Limited Common Element
 - A.B.C...N. Limited Common Element



A-2007-070467
L-2007-070468 Garden/1817-18 496
BIRENKOTT SURVEYING, INC.
PREPARED BY:
BIRENKOTT SURVEYING, INC.
1877 N. BRISTOL STREET
P.O. BOX 237
SUN PRAIRIE, WI 53190
(608) 837-7463 office
(608) 837-1081 fax

PREPARED FOR:
CHEROKEE GARDEN CONDOMINIUM HOMES
1438 CHESTER ROAD
MADISON, WIS. 53704
241-4747



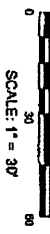
SHEET 8 OF 13
OFFICE MAP NO. 070467

Seventh Addendum CHEROKEE GARDEN CONDOMINIUM HOMES PHASE 24

A Condominium Plat

CITY OF MADISON
DANE COUNTY, WISCONSIN

BUILDINGS 20-23



Notes

- 1) All areas outside of Units are Common Elements.
- 2) Units are numbered as follows:
 - a) Units 1512 A through 1512 G are located on the First Floor.
 - b) Units 1512 H through 1512 L are located on the Second Floor.
 - c) Units 1520 A through 1520 G are located on the First Floor.
 - d) Units 1520 H through 1520 L are located on the Second Floor.
 - e) Units 1528 A through 1528 G are located on the First Floor.
 - f) Units 1528 H through 1528 L are located on the Second Floor.
 - g) Units 1536 A through 1536 G are located on the First Floor.
 - h) Units 1536 H through 1536 L are located on the Second Floor.
- 3) Unit dimensions and areas are based upon architectural elevations. These dimensions are indicative only and do not represent actual measurements. Actual measurements shall be taken on the ground.
- 4) Respective Public, Private, and Common Elements are shown on the plat.
- 5) Limited Common Elements for the apartment units are shown on the plat.
- 6) All Parking Stalls (P.S.) are approximately 5'x12.5'.

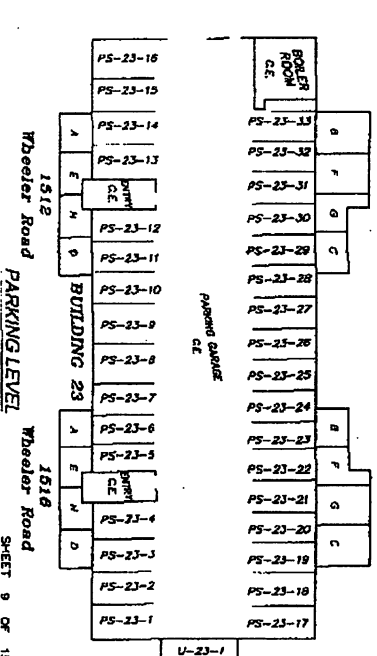
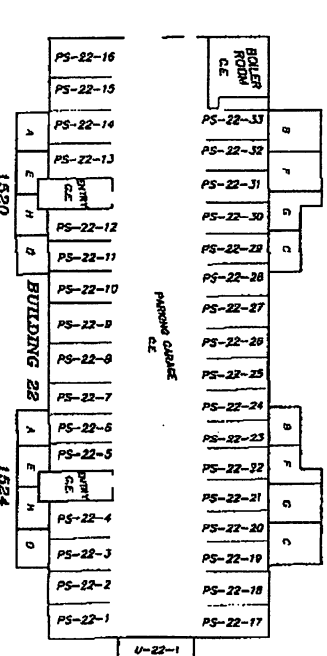
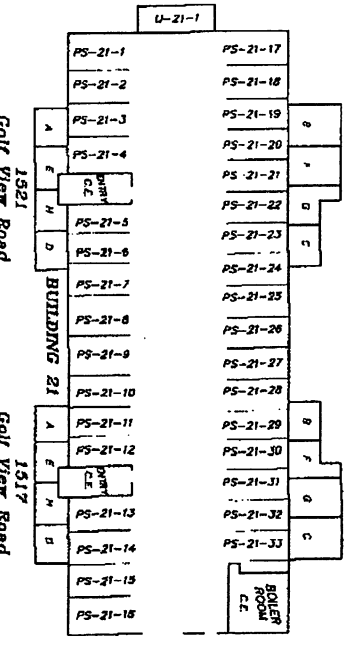
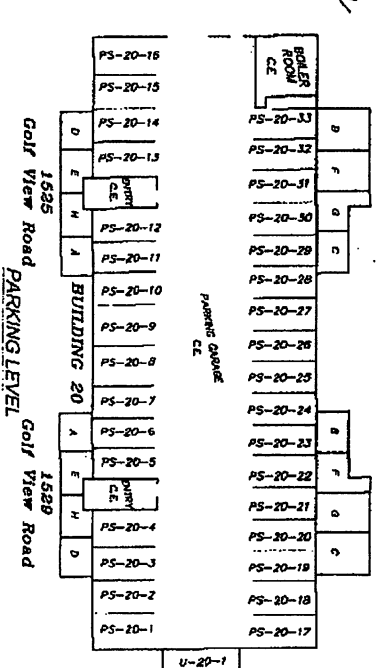
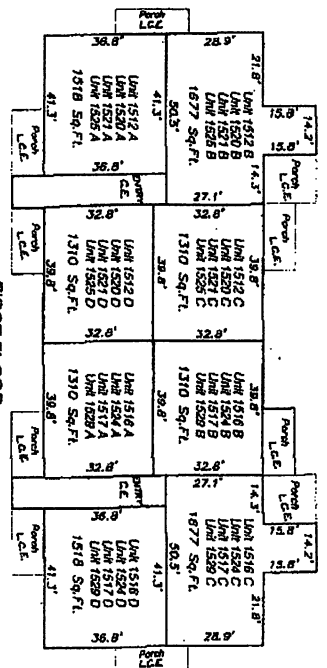
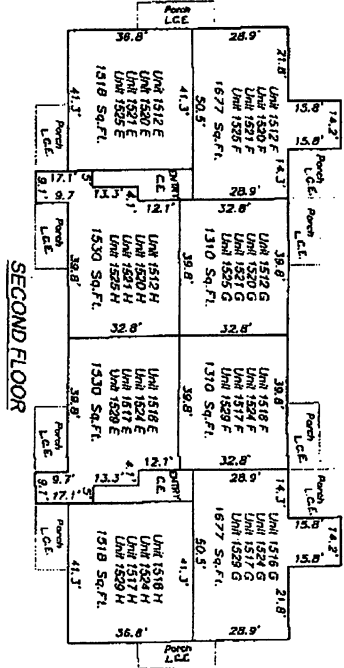
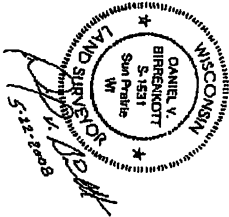
Legend

- Blank: Balcony
- EL: Elevator
- EQ: Elevator Equipment
- FR: Furnace
- GE: General Equipment
- GR: Garage
- HA: Heating Area
- IR: Irrigation
- LA: Landscaping Area
- LI: Limited Common Element
- ME: Mechanical Equipment
- PA: Parking Area
- PS: Parking Stall
- ST: Storage Area
- TR: Terrace
- VE: Ventril Unit
- WC: Water Closet
- WE: Weather Element
- WI: Window
- YD: Yard

L-2807-070487
L-2807-070488 Garden 1830-23.dwg
BIRENKOT SURVEYING, INC.

PREPARED BY:
BIRENKOT SURVEYING, INC.
1877 N. BRISTOL STREET
P.O. BOX 237
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(608) 837-1081 fax

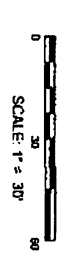
PREPARED FOR:
CHEROKEE GARDEN CONDOMINIUM HOMES
1436 WHEELER ROAD
MADISON, WIS. 53704
241-4747



74

Seyth Addendum
 CHEROKEE GARDEN
 CONDOMINIUM
 HOMES PHASE 24

A Condominium Plot
 CITY OF MADISON
 DANE COUNTY, WISCONSIN



**BUILDINGS 24-26, 28-29,
 31, 33, 35, 37-38**

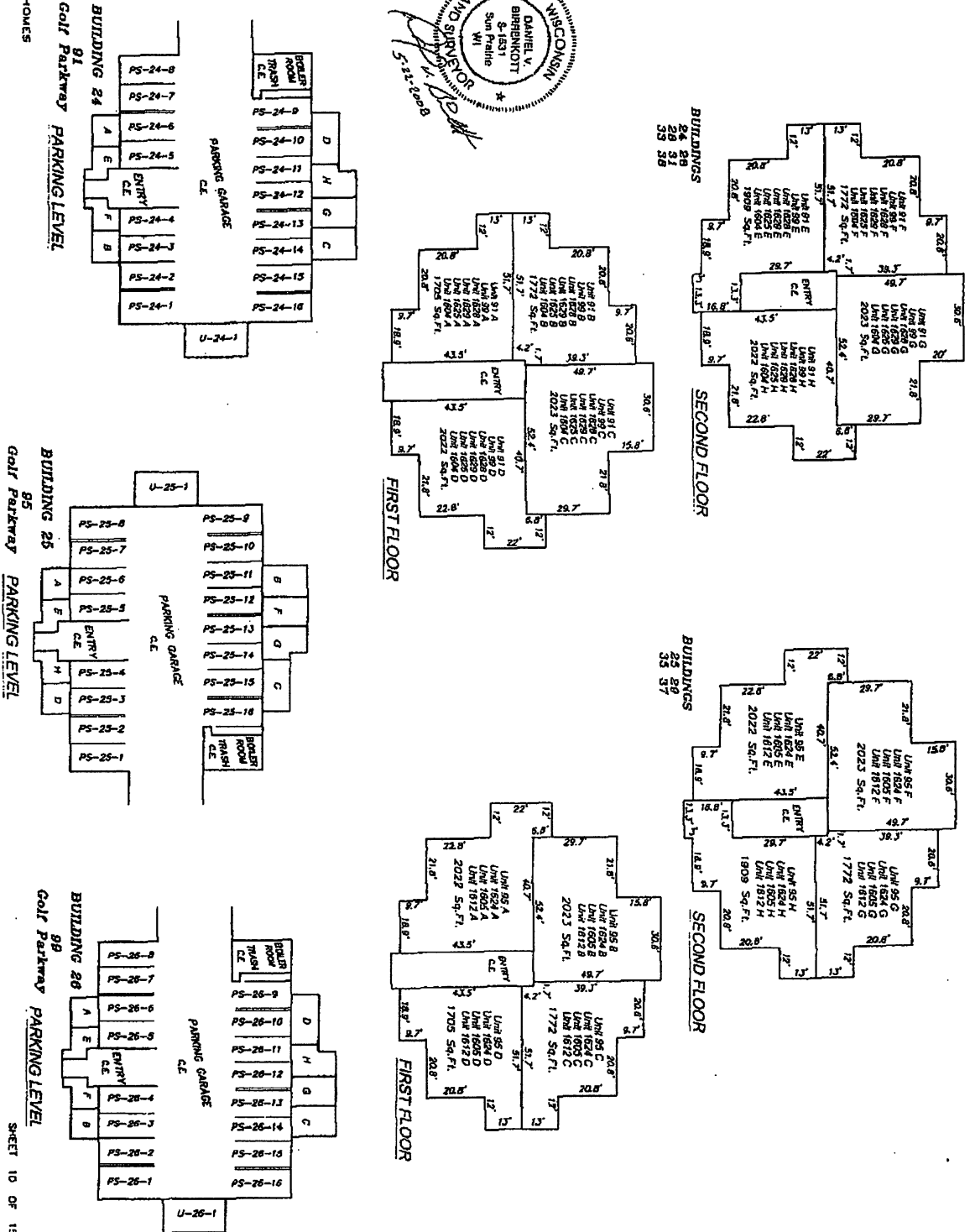
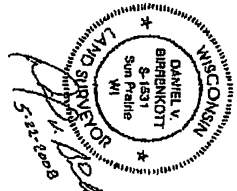
Note
 1) All areas outside of Unit and Common Elements
 United otherwise noted herein or in the Condominium
 Declaration.
 2) Dimensions and areas for Unit floor plates taken
 from first to fifth floors.
 3) Unit dimensions and areas are based upon
 architectural drawings and do not represent Unit
 construction or floor to floor construction.
 4) Common Elements for the apartment units
 include the shared portion of the building structure
 and the shared portion of the building structure
 and the shared portion of the building structure.
 5) Shared Common Elements for the apartment units
 are defined in the Declaration.
 6) All Parking Stalls (P.S.) are approximately 5'10x7'

Legend

- 91a. Balcony
- 91b. Electrical Room
- 91c. Elevator
- 91d. Elevator Equipment
- 91e. Elevator Equipment
- 91f. Furnace Room
- 91g. Garage
- 91h. Mechanical Room
- 91i. Mechanical Room
- 91j. Mechanical Room
- 91k. Mechanical Room
- 91l. Mechanical Room
- 91m. Mechanical Room
- 91n. Mechanical Room
- 91o. Mechanical Room
- 91p. Mechanical Room
- 91q. Mechanical Room
- 91r. Mechanical Room
- 91s. Mechanical Room
- 91t. Mechanical Room
- 91u. Mechanical Room
- 91v. Mechanical Room
- 91w. Mechanical Room
- 91x. Mechanical Room
- 91y. Mechanical Room
- 91z. Mechanical Room
- 92. Common Element
- 93. Common Element
- 94. Common Element
- 95. Common Element
- 96. Common Element
- 97. Common Element
- 98. Common Element
- 99. Common Element
- 100. Common Element
- 101. Common Element
- 102. Common Element
- 103. Common Element
- 104. Common Element
- 105. Common Element
- 106. Common Element
- 107. Common Element
- 108. Common Element
- 109. Common Element
- 110. Common Element

PREPARED BY:
 BIRREKNOT SURVEYING, INC.
 1577 N. BRISTOL STREET
 SUN PRK, WI 53890
 (800) 537-1081 FAX

PREPARED FOR:
 CHEROKEE GARDEN CONDOMINIUM HOMES
 1438 WHEELER ROAD
 MADISON, WIS. 53704
 261-4749

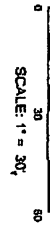


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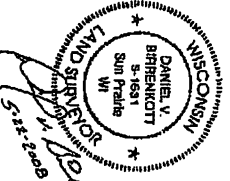
Seventh Addendum CHEROKEE GARDEN CONDOMINIUM HOMES PHASE 24

A Condominium Plat
CITY OF MADISON
DANE COUNTY, WISCONSIN

BUILDINGS 24-26, 28-29,
31, 33, 35, 37-38



- Notes**
- 1) All areas outside of Units are Common Elements and shall be owned and controlled by the Association.
 - 2) Dimensions and areas for Unit floor plans taken from plat condominium plans and building plans.
 - 3) Unit dimensions shown are based upon architectural dimensions. These dimensions are intended to be used for general information only and are not intended to be used for construction purposes.
 - 4) Balconies, Patios, Porches, and Terraces are Limited Common Elements for the apartment Unit.
 - 5) Storage areas are Limited Common Elements for the apartment Unit.
 - 6) All Parking Slots (P.S.) are approximately 9'18" x 18'.



- Legend**
- BALC. Balcony
 - BLDG. Building
 - CL. Common Element
 - ELV. Elevator
 - EQ. Equip.
 - ENTR. Entry
 - ENTR. CE. Entry Common Element
 - FIN. Finish
 - GEN. STOR. General Storage
 - MACH. MACHINERY ROOM
 - MACH. CE. MACHINERY ROOM COMMON ELEMENT
 - MECH. MECHANICAL ROOM
 - MECH. CE. MECHANICAL ROOM COMMON ELEMENT
 - STAIR. STAIR
 - STAIR. CE. STAIR COMMON ELEMENT
 - TR. Terrace
 - U. Utility Unit
 - U. CE. Utility Unit Common Element
 - L.C.E. Limited Common Element
 - A.B.C.H. Attached Common Element Storage Areas

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L. 3057 CHERRY
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(608) 837-7483



Seventh Addendum CHEROKEE GARDEN CONDOMINIUM HOMES PHASE 24

A Condominium Plot
CITY OF MADISON
DANE COUNTY, WISCONSIN

BUILDINGS 27, 30

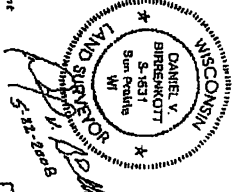
SCALE: 1" = 30'

Notes

- 1) All areas outside of Units on Common Elements unless otherwise noted herein or in the Condominium Declaration.
- 2) Dimensions and areas for Unit Area plots taken from the recorded plat and building plans provided to the office.
- 3) Unit dimensions and areas are based upon architectural conditions. These dimensions and areas do not include the thickness of the exterior walls, nor do they include the thickness of the exterior walls, nor do they include the thickness of the exterior walls, nor do they include the thickness of the exterior walls.
- 4) Entrances, Public Porches and Terraces are shown on the recorded plat and building plans.
- 5) Storage areas are Limited Common Elements for designated Units.
- 6) All Parking Stalls (P.S.) are approximately 9'x18.5'.

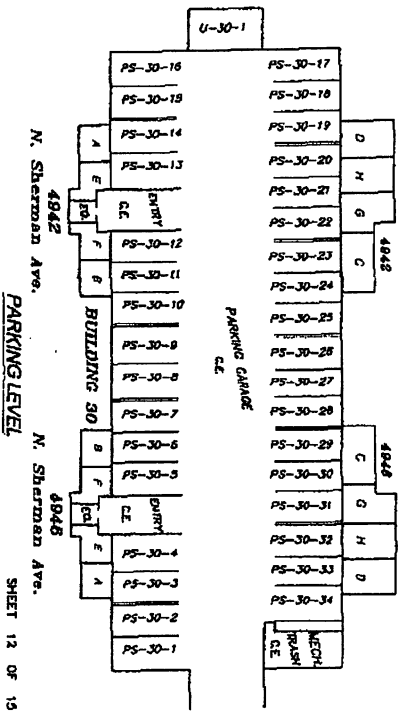
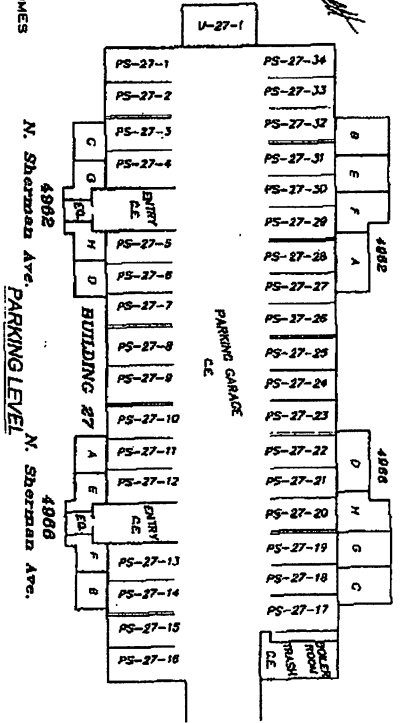
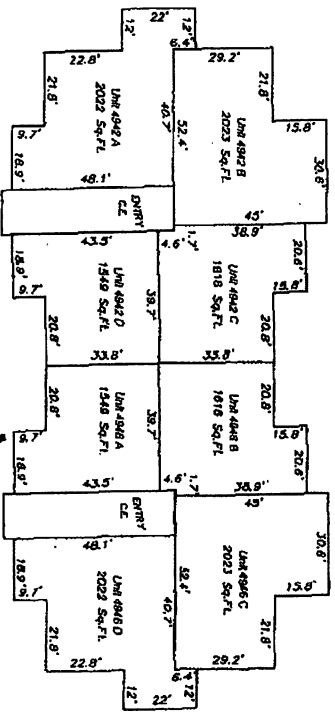
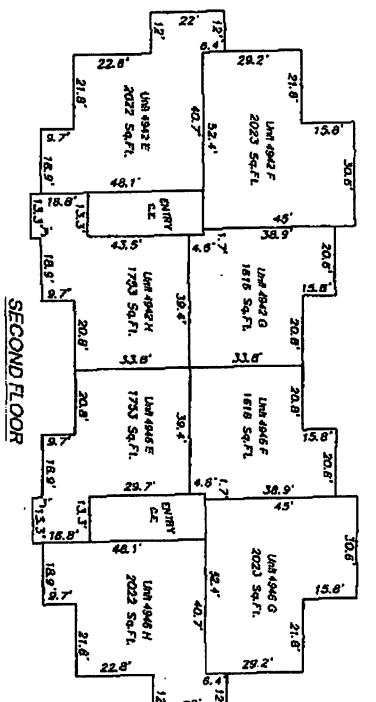
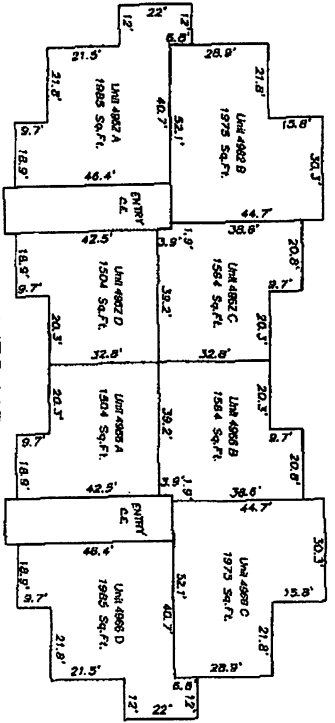
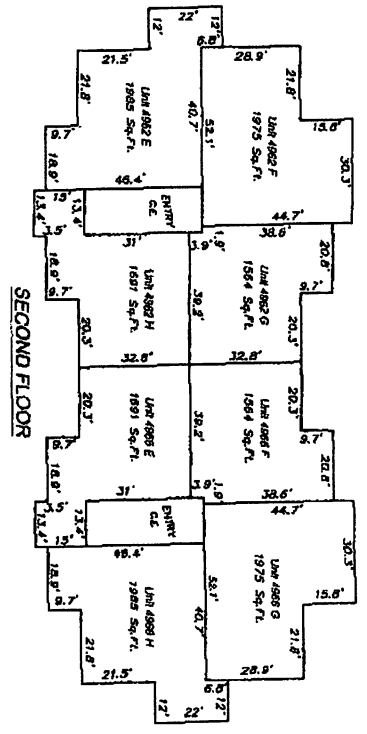
Legend

- Balc. Balcony
- Elec. Electrical Room
- Elev. Elevator
- EQ. Elevator Equipment
- EQ/UP Elevator Equipment
- FRM. Frame
- FRM/STRS. Frame and Structure
- MECH. Mechanical Room
- PS. Parking Stall
- ST. Storage Area
- TERM. Terrace
- U. E. Utility Unit
- L.C.E. Limited Common Element
- A, B, C, D, H Storage Areas



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MADISON, WI 53704
(608) 837-7483 office
(608) 837-1081 fax

PREPARED FOR:
CHEROKEE GARDEN CONDOMINIUM HOMES
1438 WHEELER ROAD
MADISON, WI 53710
241-4747



4982
N. Sherman Ave. PARKING LEVEL N. Sherman Ave. 4986

4982
N. Sherman Ave. PARKING LEVEL N. Sherman Ave. 4948

77

Seventh Addendum
**CHEROKEE GARDEN
 CONDOMINIUM
 HOMES PHASE 24**
 A Condominium Plat

CITY OF MADISON
 DANE COUNTY, WISCONSIN

BUILDINGS 32, 34, 36



NOTES

- 1) All areas outside of Units on Common Elements are shown as reserved common areas or in the Condominium Plat.
- 2) Dimensions and areas for Unit floor plans taken from prior condominium plats and building plans provided in this office.
- 3) All areas are based upon the most recent survey data available.
- 4) Dimensions and areas are based upon the most recent survey data available.
- 5) Dimensions, Public, Private, and Terrace are based upon the most recent survey data available.
- 6) Storage areas are Limited Common Elements for the Condominium.
- 7) Storage areas are Limited Common Elements for the Condominium.
- 8) All Parking Spots (P.S.) are approximately 9'x18.5'.

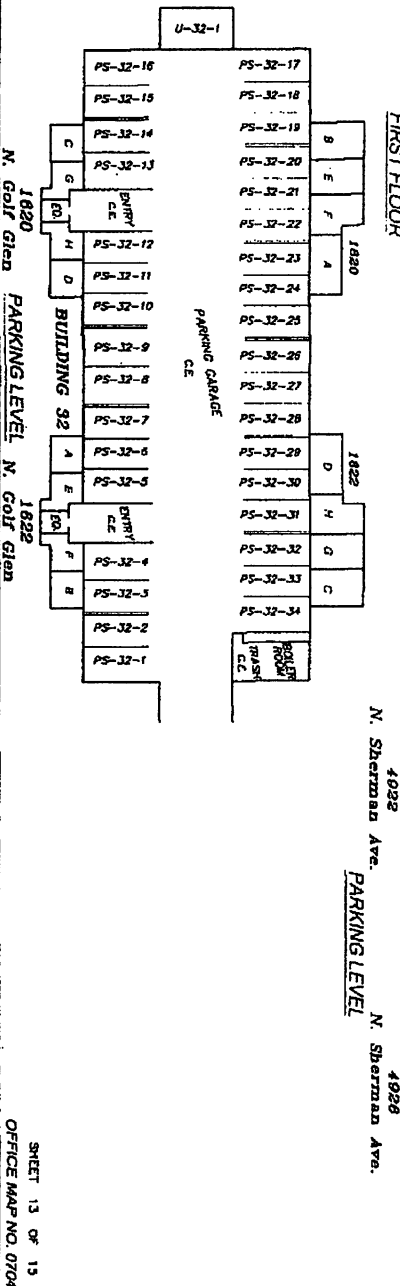
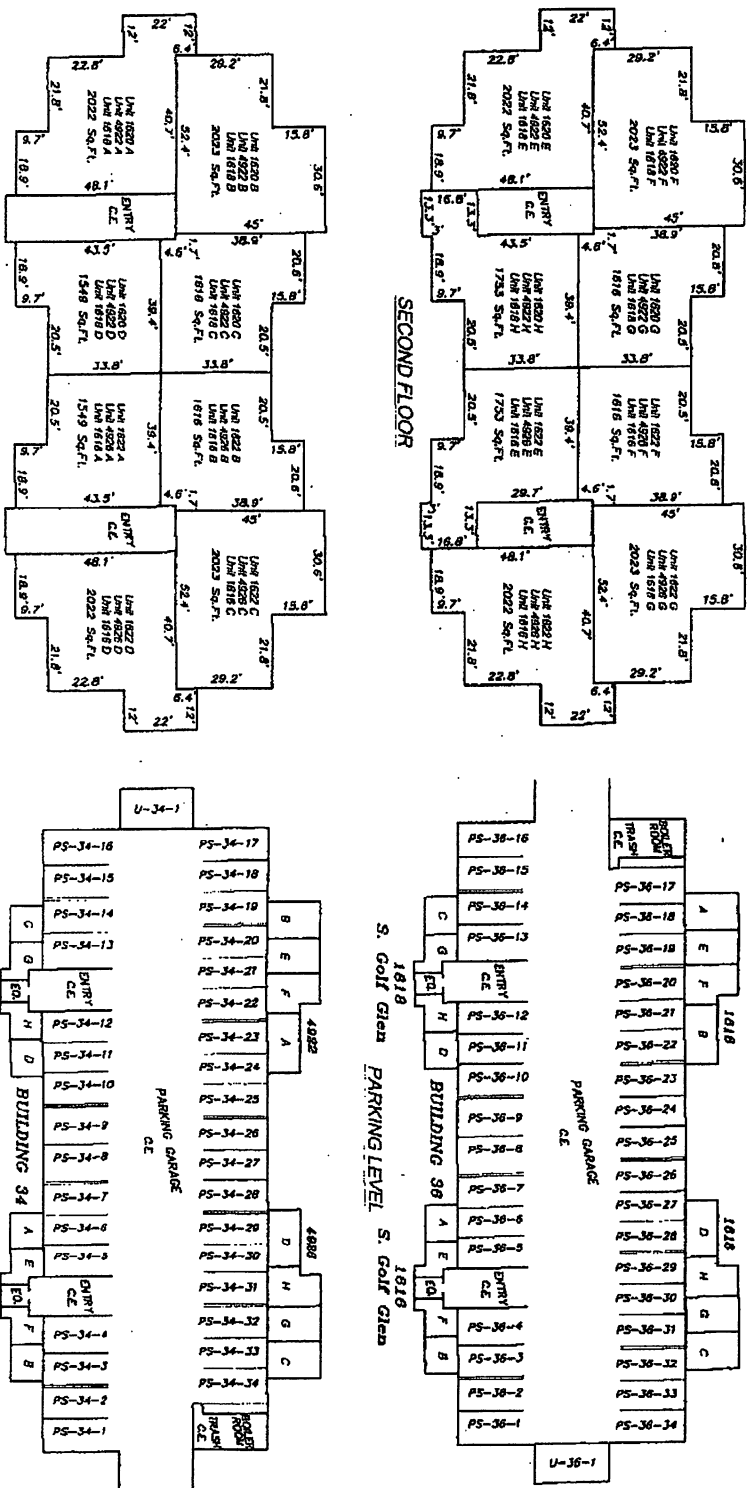
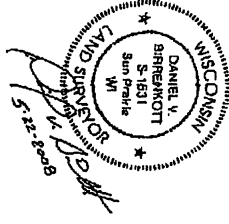
Legend

- Balc. Balcony
- Elev. Elevator
- Equip. Elevator Equipment
- Entr. Entry
- Gen. Storage General Storage
- Maint. Maintenance Room
- Off. Office
- Par. Parking
- Stg. Storage Area
- Terr. Terrace
- Util. Utility Unit
- Comm. Common Element
- L.C.E. Limited Common Element
- S.A. Storage Area

J. 2807 \ 070447
 E. 2807 \ 070447
BIRENKOTT SURVEYING, INC.

PREPARED BY:
 BIRENKOTT SURVEYING, INC.
 1877 N. BRISTOL STREET
 SUN PRAIRIE, WI 53180
 (800) 837-1091 FAX

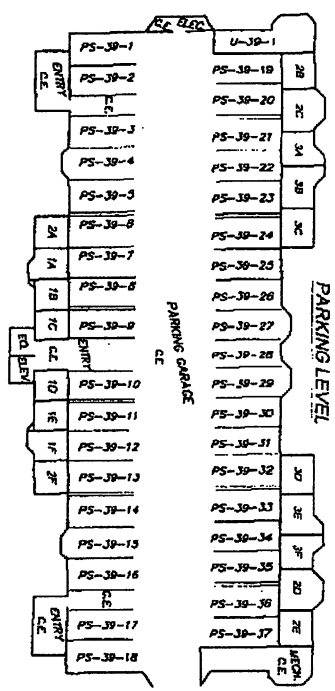
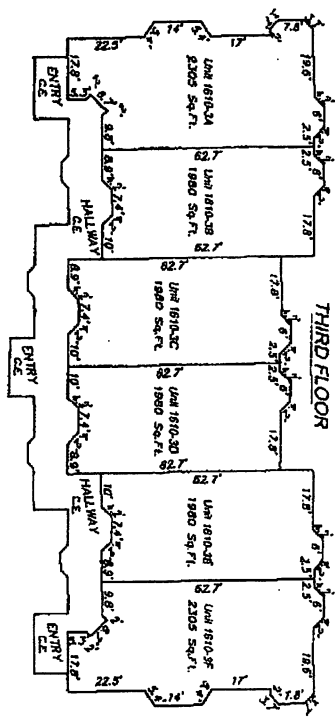
PREPARED FOR:
 CHEROKEE GARDEN CONDOMINIUM HOMES
 1436 WHEELER ROAD
 MADISON, WIS. 53704
 24-1-17-14



Seventh Addendum
CHEROKEE GARDEN
CONDOMINIUM
HOMES PHASE 24

A Condominium Plat
 CITY OF MADISON
 DANE COUNTY, WISCONSIN

SCALE: 1" = 30'
BUILDING 39

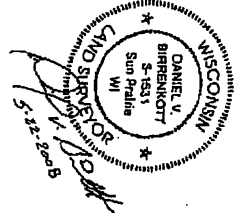


BUILDING 39
 1810
 Wheeler Road

- Notes
- 1) All areas outside of Units are Common Elements.
 - 2) Dimensions and areas for Unit floor plans taken from approved architectural drawings and building plans.
 - 3) Unit elevations and areas are based upon architectural drawings. These drawings are based upon field measurements and do not represent the actual construction.
 - 4) Common Elements for the apartment units are defined as all areas not included in the individual unit.
 - 5) Common Elements for the parking spaces are defined as all areas not included in the individual parking space.
 - 6) All parking spaces (P.S.) are approximately 9'x18.5'.

LEGEND

- Balc. Balcony
- Elav. Elevator
- Equip. Elevator Equipment
- Entr. Entry
- Furn. Furnace
- Gen. Stng. General Storage
- Hall. Hallway
- Int. Int. Utility Unit
- Stng. Storage Area
- U. Utility Unit
- Com. Elev. Common Elevator
- Stng. Storage



PREPARED BY:
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 (608) 837-1481
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PREPARED FOR:
CHEROKEE GARDEN CONDOMINIUM HOMES
 1438 WHEELER ROAD
 MADISON, WIS. 53704

Seventh Addendum

CHEROKEE GARDEN CONDOMINIUM HOMES PHASE 24

A Condominium Plat

CITY OF MADISON
DANE COUNTY, WISCONSIN

SCALE: 1" = 30'
BUILDINGS 40, 41

NOTES

- 1) All areas outside of Units are Common Elements unless otherwise noted herein or in the Condominium Documents.
- 2) Dimensions and areas for Unit floor plans taken from prior condominium plats and building plans provided in this office.
- 3) The areas shown are based upon the recorded architectural dimensions. These dimensions are theoretical and do not include the thickness of walls or other construction. These dimensions are approximate and do not include the thickness of walls or other construction. These dimensions are approximate and do not include the thickness of walls or other construction.
- 4) Balconies, Patios, Porches, and Terraces are Limited Common Elements for the apartment Units.
- 5) Storage areas are Limited Common Elements for designated Units.
- 6) For Parking Stalls (P.S.) see approximately 9/18/05.

Legend

- Balc. Balcony
- Elec. Electrical room
- Equip. Equipment
- Entr. Entrance
- Equip. Equipment
- Entr. Entrance
- Gen. Stg. General Storage
- Maint. Maintenance Room
- Mech. Mechanical Room
- PS Parking Stall
- Storage Storage Area
- Terr. Terrace
- U. E. Utility Unit
- Common Element
- L.C.E. Limited Common Element
- A.B.C.H. Storage Area

L:\2007\070467
L:\2007\Cherokee Garden\B40.dwg
BIRENKOTT SURVEYING, INC.

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