

Document Number

DECLARATION OF BYLAWS
OF MID TOWN COMMONS
NEIGHBORHOOD ASSOCIATION, INC.

DANE COUNTY
REGISTER OF DEEDS

3398894

11-12-2001 10:38 AM

Trans. Fee

Rec. Fee 77.00
Pages 34

See attached document affecting real estate described as follows:

000381

Parcel A:

Lots One (1) through Fifty-Five (55), Mid Town Commons, in the City of Madison, Dane County, Wisconsin, plus Outlot One (1) and Outlot Two (2), Mid Town Commons, in the City of Madison, Dane County, State of Wisconsin.

Parcel B:

Lots Fifty-Six (56) through Eighty-Nine (89), First Addition to Mid Town Commons, in the City of Madison, Dane County, Wisconsin, plus Outlot Ten (10), First Addition to Mid Town Commons, in the City of Madison, Dane County, State of Wisconsin.

Parcel C:

Same as real estate described on Exhibit A annexed hereto and here incorporated by reference. Parcel C is also known as Lots Ninety (90) through Ninety-Six (96) and Outlot Eleven (11) of the preliminary plat of the Second Addition to Mid Town Commons, in the City of Madison, Dane County, State of Wisconsin.

Atty. Nicholas J. Loniello
900 John Nolen Drive - Suite 130
Madison, WI 53713

Name and Return Address

PARCEL NUMBERS:

PARCEL A:

See Attached List

PARCEL B:

See Attached List

PARCEL C:

251-0708-344-0099-0

34/77

PARCEL NUMBERS

Mid Town Commons:

Lot 1	251-0708-344-0801-9
Lot 2	251-0708-344-0601-3
Lot 3	251-0708-344-0502-3
Lot 4	251-0708-344-0503-1
Lot 5	251-0708-344-0504-9
Lot 6	251-0708-344-0505-7
Lot 7	251-0708-344-0506-5
Lot 8	251-0708-344-0507-3
Lot 9	251-0708-344-0508-1
Lot 10	251-0708-344-0509-9
Lot 11	251-0708-344-0510-6
Lot 12	251-0708-344-0511-4
Lot 13	251-0708-344-0512-2
Lot 14	251-0708-344-0513-0
Lot 15	251-0708-344-0514-8
Lot 16	251-0708-344-0515-6
Lot 17	251-0708-344-0302-7
Lot 18	251-0708-344-0303-5
Lot 19	251-0708-344-0304-3
Lot 20	251-0708-344-0305-1
Lot 21	251-0708-344-0306-9
Lot 22	251-0708-344-0307-7
Lot 23	251-0708-344-0308-5
Lot 24	251-0708-344-0309-3
Lot 25	251-0708-344-0310-0
Lot 26	251-0708-344-0311-8
Lot 27	251-0708-344-0312-6
Lot 28	251-0708-344-0313-4
Lot 29	251-0708-344-0314-2
Lot 30	251-0708-344-0315-0
Lot 31	251-0708-344-0316-8
Lot 32	251-0708-344-0317-6
Lot 33	251-0708-344-0318-4
Lot 34	251-0708-344-0319-2
Lot 35	251-0708-344-0320-9
Lot 36	251-0708-344-0203-7
Lot 37	251-0708-344-0101-3
Lot 38	251-0708-344-0102-1
Lot 39	251-0708-344-0103-9
Lot 40	251-0708-344-0105-5

First Addition to Mid Town Commons:

Lot 56	251-0708-344-1101-2
Lot 57	251-0708-344-1001-4
Lot 58	251-0708-344-1002-2
Lot 59	251-0708-344-1003-0
Lot 60	251-0708-344-1004-8
Lot 61	251-0708-344-0204-5
Lot 62	251-0708-344-0205-3
Lot 63	251-0708-344-0206-1
Lot 64	251-0708-344-0208-7
Lot 65	251-0708-344-0209-5
Lot 66	251-0708-344-0210-2
Lot 67	251-0708-344-0901-7
Lot 68	251-0708-344-0902-5
Lot 69	251-0708-344-0903-3
Lot 70	251-0708-344-0904-1
Lot 71	251-0708-344-0906-7
Lot 72	251-0708-344-0907-5
Lot 73	251-0708-344-0908-3
Lot 74	251-0708-344-0909-1
Lot 75	251-0708-344-0321-7
Lot 76	251-0708-344-0322-5
Lot 77	251-0708-344-0323-3
Lot 78	251-0708-344-0234-1
Lot 79	251-0708-344-0325-9
Lot 80	251-0708-344-0326-7
Lot 81	251-0708-344-0327-5
Lot 82	251-0708-344-0328-3
Lot 83	251-0708-344-0329-1
Lot 84	251-0708-344-1201-0
Lot 85	251-0708-344-1202-8
Lot 86	251-0708-344-1203-6
Lot 87	251-0708-344-1204-4
Lot 88	251-0708-344-1205-2
Lot 89	251-0708-344-1206-0
OL 10	251-0708-344-0905-9

[continued on next page]

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Lot 41	251-0708-344-0106-3
Lot 42	251-0708-344-0107-1
Lot 43	251-0708-344-0401-7
Lot 44	251-0708-344-0402-5
Lot 45	251-0708-344-0403-3
Lot 46	251-0708-344-0404-1
Lot 47	251-0708-344-0405-9
Lot 48	251-0708-344-0406-7
Lot 49	251-0708-344-0408-3
Lot 50	251-0708-344-0409-1
Lot 51	251-0708-344-0410-8
Lot 52	251-0708-344-0701-1
Lot 53	251-0708-344-0702-9
Lot 54	251-0708-344-0704-5
Lot 55	251-0708-344-0705-3
OL 1	251-0708-344-0501-5
OL 2	251-0708-344-0301-9

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**DECLARATION OF BYLAWS
OF MID TOWN COMMONS NEIGHBORHOOD ASSOCIATION, INC.**

This Declaration is executed and recorded by Great Dane Development, L.L.C. (the "Developer"), for the purpose of imposing covenants and restrictions governing the real estate hereinafter described, which covenants and restrictions shall also stand as Bylaws of Mid Town Commons Neighborhood Association, Inc.

**ARTICLE I:
REAL ESTATE AFFECTED & ASSOCIATION CREATED**

1.1 *Nonprofit Corporation.* Developer has organized a Wisconsin nonprofit membership corporation named Mid Town Commons Neighborhood Association, Inc. (the "Association"), by the filing of Articles of Incorporation with the Wisconsin Department of Financial Institutions on November _____, 2001.

1.2 *Effect As Both Bylaws & Restrictions.* The initial Board of Directors of the Association named in its Articles of Incorporation have adopted all the terms and provisions of this Declaration as Bylaws of the Association. This Declaration has, therefore, the same full force and legal effect as Bylaws of the Association under Chapter 181 of the Wisconsin Statutes. It is also the intention of the Developer that this Declaration shall stand as covenants and restrictions which run with the land, and which regulate and govern the real estate described in §1.3.

1.3 *Real Estate Affected.* The real estate affected by this Declaration is all the lots and certain outlots of the plat of Mid Town Commons and First Addition to Mid Town Commons, plus the proposed lots of the preliminary plat of the Second Addition to Mid Town Commons. All of such real estate is hereafter collectively referred to as "Mid Town Commons." The real estate affected by this Declaration is more particularly described, as follows:

Parcel A: -

Lots One (1) through Fifty-Five (55), Mid Town Commons, in the City of Madison, Dane County, Wisconsin, plus Outlot One (1) and

Outlot Two (2), Mid Town Commons, in the City of Madison, Dane County, State of Wisconsin.

Parcel B:

Lots Fifty-Six (56) through Eighty-Nine (89), First Addition to Mid Town Commons, in the City of Madison, Dane County, Wisconsin, plus Outlot Ten (10), First Addition to Mid Town Commons, in the City of Madison, Dane County, State of Wisconsin.

Parcel C:

Same as real estate described on Exhibit A annexed hereto and here incorporated by reference. Parcel C is also known as Lots Ninety (90) through Ninety-Six (96) and Outlot Eleven (11) of the preliminary plat of the Second Addition to Mid Town Commons, in the City of Madison, Dane County, State of Wisconsin. A copy of said preliminary plat is annexed as Exhibit B.

1.4 *Membership.* Each owner of record of Lots 1 through 55 of Mid Town Commons and each owner of record of Lots 56 through 89 of the First Addition to Mid Town Commons shall be deemed to be a voting member of the Association. The term "owner" includes the purchaser of a lot under a land contract but does not include the vendor of a lot under a land contract. Membership shall be appurtenant to ownership of a lot and shall be transferred automatically to the grantee named in any conveyance of a lot.

1.5 *Membership Appurtenant.* No person or entity other than the owner of a lot of Mid Town Commons may be a voting member of the Association. Membership in the Association may not be transferred except in connection with the transfer of title to a lot.

1.6 *Board of Directors.* Subject to the Developer's right of retained control of the Association and its Board of Directors under Article VII of this Declaration, the business and affairs of the Association shall be under the exclusive direction and control of its Board of Directors (the "Board"). Subject to

Article VII, the Board shall consist of three (3) persons elected annually by the membership under Article VI. Each director must be a member of the Association.

1.7 *Member Votes.* The owners of Lots 1 through 89 shall have the number of membership votes appurtenant to such lots as shown on Schedules A and B annexed hereto and here incorporated by reference. Schedule A allocates votes appurtenant to Lots 1 through 55 of Mid Town Commons, and Schedule B allocates votes appurtenant to Lots 56 through 89 of the First Addition to Mid Town Commons. No votes are appurtenant to any Outlot.

1.8 *Expansion of Membership.* Under Article V of this Declaration, Developer has retained the right to add additional lots to the scope of this Declaration. These additional lots are also known as Lots 90 through 96 and Outlot 11 of the preliminary plat of the Second Addition to Mid Town Commons. If the additional lots are created by the recording of a final plat of the Second Addition to Mid Town Commons, then the record owner of additional lots (but none of the Outlots) thereby created shall be deemed to be a voting member of the Association. Such owners shall have the number of membership votes appurtenant to said lots as shown on Schedule C annexed hereto.

1.9 *Multiple Owners Of Same Lot.* If more than one person or entity are the owners of the same lot or lots, then the membership votes appurtenant to such lot or lots shall be divided among the owners in proportion to their record ownership, unless all the owners agree otherwise in a writing duly executed by all such owners and filed with the Secretary of the Association. Any member having a right to vote in any matter may cast his, her or its vote in person or by written proxy filed with the Secretary of the Association.

1.10 *Combined Schedules.* The votes (and relative proportional shares of assessments under Article IV) appurtenant to all the lots contemplated to be within the scope of this Declaration (i.e., the combination of Schedules A, B and C) is annexed as Schedule D. Developer retains the right to amend Schedule C, and the further right to revise Schedule D in conformity with an amendment to Schedule C, incident to the final approval of the final plat of the Second Addition to Mid Town Commons.

1.11 *Association Officers.* Subject to the Developer's right of retained control under Article VII, the Association shall have three primary officers. The

officers shall be a President, Secretary and Treasurer. Each of the foregoing officers shall be elected from the membership of the Board, by a majority vote of the Board. Additional officers may be appointed by the Board from among the membership. All officers shall have the duties assigned to them by the Board.

**ARTICLE II:
MANDATORY PURPOSES OF ASSOCIATION**

2.1 *Limited Description & Prohibition.* The Association shall have the obligation to provide the limited neighborhood services described in this Article II, which services are summarized as follows: (a) maintenance and regulation of alleys under §2.2 through §2.4; (b) private trash collection and recycling services for certain single family, multi-family and rowhouse lots under §2.5; (c) maintenance of the public park under §2.6; and (d) architectural control under §2.7. The Association shall not enlarge the scope of its Mandatory Purposes without an amendment to this Declaration adopted by the unanimous consent of all the members under §8.4.

2.2 *Maintenance of Alleys.* The Association shall accept ownership of certain private alleys by Quit Claim Deed from the Developer to the Association. The private alleys are described as Outlot One (1), Outlot Two (2), Mid Town Commons, and Outlot Ten (10), First Addition to Mid Town Commons, in the City of Madison, Dane County, Wisconsin. The conveyance of the alleys to the Association is expressly subject to the Declaration of Alley Easement recorded 11/12/01 as Document No. 3398892. The initial grading, paving and improvement of the alleys shall be at the sole expense of Developer. After Developer's substantial completion of the alley improvements for the purposes intended, all subsequent repair and maintenance of the alleys shall be the responsibility of the Association. The Association's obligation to maintain the alleys includes the obligation to remove snow, ice or other debris and the further obligation to keep the alleys open and unobstructed for the purposes set forth in the Alley Easement.

2.3 *Rules & Regulations for Alleys.* The Association shall have the exclusive right to adopt and enforce reasonable rules and regulations governing the safe and shared use and enjoyment of the alleys for the purposes intended. All such rules and regulations shall be in writing. Such rules and regulations may govern,

among other things, the placement and location of refuse and recycling storage containers, the parking or storage of vehicles, and the parking or storage of bicycles, motorcycles, campers, trailers or recreational equipment.

2.4 *Private Trash Collection.* The Association shall pay for and provide private trash collection and private recycling services to certain single family, duplex and rowhouse lots of Mid Town Commons (exclusive of corner lots) whose rear yards abut Outlot 1, Outlot 2 or Outlot 10. With respect to Outlot 1, the single family and duplex lots to be provided private trash collection and private recycling services are identified as Lots 4 through 9 and Lots 12 through 15. With respect to Outlot 2, the single family or duplex lots to be provided private trash collection and private recycling services are identified as Lots 18 through 26, Lots 28 through 31, Lots 34 and 35, and Lots 75 through 82. With respect to Outlot 10, the Association shall provide private trash collection and private recycling services to the following multi-family lots: Lots 68, 69, 72 and 73. The Association shall have the authority to adopt and enforce reasonable rules and regulations governing the private trash collection and recycling service and the use of the alleys for such purpose.

2.5 *Public Trash Collection.* Other lots whose rear yards may abut Outlot 1, Outlot 2 or Outlot 10 are "corner lots" whose front or side yards abut a public street. Such corner lots will have public trash collection and public recycling services at the curbside of public streets and are intentionally excluded from the scope of private trash collection services to be provided by the Association under §2.4.

2.6 *Public Park Maintenance.* Developer has dedicated Outlot 4 of Mid Town Commons as a public park. Nothing in this Declaration imposes upon the Association any obligation to improve or maintain a public park identified as Outlot 4, Mid Town Commons. However, Developer may dedicate for park or "village green" purposes all or a substantial part of Lot 91 of the preliminary plat of the Second Addition to Mid Town Commons. If so dedicated, the initial park or "village green" improvements shall be at the sole expense of the Developer pursuant to plans and specifications approved by the Developer and the City of Madison. Developer may, in the exercise of Developer's right of retained control under Article VII, cause the Association to enter into a contract with the City of Madison for the Association to provide maintenance of the public park. The Association shall pay and perform all obligations imposed upon the Association by

the terms of any such maintenance agreement. In addition, the Association may, but is not required to, make and install additional landscaping or structural improvements to the public park if consented to by the City of Madison.

2.7 *Architectural Control Committee.* A three (3) member Architectural Control Committee is established by that certain Declaration of Protective Covenants recorded in the office of the Dane County Register of Deeds on 10/12/01 as Document No. 3398890. Upon turnover by Developer of Developer's right to control the Association under Article VII of this Declaration, the Association, by its Board, shall appoint, by a majority vote, two (2) of the three (3) members of the Architectural Control Committee. The third member shall be Peter Frautschi for as long as he has any interest in the three commercial lots which are the subject matter of that certain Memorandum of Option to Purchase recorded as Document No. 3249796 (i.e., Lot 1 of Mid Town Commons and Lots 95 and 96 of the preliminary plat of the Second Addition to Mid Town Commons). After Peter Frautschi ceases to own any interest in said commercial lots, the Board shall appoint all three (3) members of the Architectural Control Committee. When exercising its power to appoint members of the Architectural Control Committee, the Board of Directors may appoint any one or more of the members of the Board to serve on the Architectural Control Committee, and the Board itself may serve as the Architectural Control Committee. Neither the Association nor the Architectural Control Committee shall have the power to enlarge the scope of the authority of the Architectural Control Committee, nor the power to amend the standards for architectural review and approval set forth in the Declaration of Protective Covenants recorded as Document No. 3398890, except by an amendment duly adopted as set forth in §7.01 of the Declaration of Protective Covenants.

2.8 *Liability & Other Insurance.* The Association shall maintain a policy of premises liability insurance with respect to Outlots 1, 2 and 10 and any other real estate titled in the name of the Association in such amounts as the Board of Directors shall determine in its sole discretion, plus such other liability insurance as the Board of Directors of the Association may deem prudent from time to time in its discretion. The Association shall pay all premiums due or to become due with respect to such liability insurance. The Association may also procure casualty, fidelity or other forms of insurance in such amounts and at such times as the Board of Directors may determine in its sole discretion.

**ARTICLE III:
OPTIONAL PURPOSES OF ASSOCIATION**

3.1 *Optional Purposes of Association.* The Association, by its Board, shall have the option and discretion, but not the obligation, to do any one or more of the following: (a) provide a forum for the discussion and resolution of neighborhood concerns; (b) provide a mechanism for the neighborhood to speak and affect the outcome on public issues of concern to the neighborhood, on the authority of its duly elected Board; (c) provide proactive support for neighborhood pride of ownership and neighborhood identity; and (d) organize and promote neighborhood social, recreational and holiday activities.

3.2 *Broadband & Telecommunications Facilities.* In addition to the optional purposes set forth in §3.1, the Association may engage in one or more programs to provide the efficient delivery of telecommunications, cable services and broadband internet access (whether by cable, telephonic connection, wireless or otherwise) to all the lots of Mid Town Commons. This includes, by way of example, the development, upgrade, maintenance and repair of capital facilities and infrastructure sufficient to provide such services, the cost of which shall be levied as assessments under §4.4. In the alternative, the Association may contract with third-party service providers to make and install the necessary infrastructure in exchange for a bulk service fee levied against all of the lot owners as an assessment under §4.4. The facilities and services contemplated by this §3.2 shall be provided by the Association only if there are material economies of scale and quality of service that can be provided at rates less than or equal to fair market rates for the same or similar services available from third-party providers.

3.3 *Support of Merchants.* In addition to the optional purposes set forth in §3.1, the Association by its Board may, in its discretion, organize a separate committee of merchants doing business within Mid Town Commons (the "Merchant Committee") for the purposes of promoting the economic success of merchant activity within Mid Town Commons. All costs and expenses in connection with the promotion of merchant success shall be funded by voluntary contributions by merchants under §4.5.

**ARTICLE IV:
ASSESSMENTS TO FUND ASSOCIATION EXPENSES**

4.1 *In General.* The Association, acting by a majority vote of its Board of Directors, shall establish budgets and levy assessments as provided in this Article IV.

4.2 *Annual Budget.* On or before October 31st of each year the Board shall adopt a budget of estimated expenses for the calendar year next following adoption of the budget. The budget shall include reasonable reserves to anticipate unforeseen or unexpected expenses, and further reserves to establish a fund to anticipate future maintenance and repair obligations in connection with the alleys and any telecommunications or broadband services provided by the Association. On or before November 15th of each year a true copy of the budget as so adopted shall be mailed to the record owner of each lot of Mid Town Commons subject to assessment at such owner's last known address on the books and records of the Association, together with a notice of the amount of the assessment against such owner calculated as provided in §4.3.

4.3 *General Rate of Assessment.* Except as provided in §4.4 and §4.5, the rate of assessment against each lot shall be determined by multiplying the annual budget of the Association by a fraction, the numerator of which is the number of votes appurtenant to each lot and the denominator of which is the total number of all votes appurtenant to all the lots within the scope of this Declaration on the date the assessment is calculated. The rate of assessment described in this §4.3 applies only to expenses reasonably and necessarily incurred in connection with the mandatory purposes of the Association under Article II plus the optional purposes of the Association under §3.1 and §3.2. As to broadband and telecommunications facilities under §3.3, the rate of assessment shall be as set forth in §4.4. As to support of merchants under §3.3, the rate of assessment shall be as set forth in §4.5.

4.4 *Telecommunication Assessments.* The Association, by its Board, retains discretion to determine the rate and formula of assessments for the purposes of providing broadband and telecommunications facilities or services under §3.2. All such assessments shall be levied only against owners of lots with residential units having the right or option of access to or use of the facilities and services provided by the Association under §3.2. In addition, the Board may, in its

discretion, determine fair, equitable and proportional assessments against the owners of commercial lots benefitted by the actual use of facilities or services provided by the Association under §3.2. In no event shall any assessment for facilities or services provided by the Association under §3.2 exceed the general prevailing fair market rate for the same or similar services provided by third parties.

4.5 *Support of Merchants.* All costs and expenses in connection with the promotion of merchant success under §3.3 shall be funded and paid for only by voluntary contributions by merchants who elect to support the activities of the Merchant Committee that may be established by the Association under §3.3. In no event shall any of the costs or expenses incurred in connection with the promotion of merchant success be funded or paid for by mandatory assessments levied by the Association.

4.6 *Due Date of Assessments.* All assessments levied against the owner of each lot are fully due and payable to the Association on or before January 15th of each year. Assessments not paid in full on or before January 30th of each year shall accrue simple interest at the rate of eighteen percent (18%) per annum calculated from January 1st until the entire assessment is fully paid and satisfied. The amount of such assessment shall be the personal obligation of each lot owner of record as of January 1st of each year. Any unpaid assessment together with interest accrued thereon shall also constitute a lien from and after the recording of a Notice of Lien as set forth in §4.8.

4.7 *Statement of Assessments.* Any officer or director of the Association is authorized to execute and deliver a statement describing the status and amount of any assessment due or to become due with respect to any lot of Mid Town Commons. The Association shall be bound by such statement, and purchasers, mortgagees and title insurance companies are entitled to rely on the veracity of any such statement.

4.8 *Notice of Lien.* If any assessment levied against any lot is not paid when due, the Association may record a Notice of Lien in the office of the Register of Deeds. The Notice of Lien shall describe the lot and set forth the amount of the delinquent lien and the rate of interest which accrues thereon. From and after the date of the recording of such a Notice of Lien, the lot described in the Notice of Lien shall be deemed to be encumbered by a lien to secure the payment of the

delinquent assessment plus interest, and plus costs of collection to include reasonable attorney fees. Said lien shall have the same full force and effect as a mortgage and may be foreclosed in the same manner as a mortgage may be foreclosed.

**ARTICLE V:
EXPANSION OF PLAT OF MID TOWN COMMONS**

5.1 *Description of Existing Plat.* At the execution and recording of this Declaration, Mid Town Commons consists of Lots 1 through 55 of Mid Town Commons and Lots 56 through 89 of the First Addition to Mid Town Commons, plus various Outlots. Said real estate is also described in §1.3 as Parcel A and Parcel B.

5.2 *Description of Second Addition.* Developer contemplates the recording of a final plat of the Second Addition to Mid Town Commons, which Second Addition will create additional lots and additional outlots. The additional unplatted lands which may be subdivided and made an addition to Mid Town Commons, consistent with the approved preliminary plat thereof, is identified in §1.3 as Parcel C.

5.3 *Effect of Expansion.* If and when the final plat of the Second Addition to Mid Town Commons is recorded, then all the lots created thereby shall be subject to and governed by this Declaration, and all of the lots (but none of the outlots) shall thereafter be subject to the levy of the Association assessments under Article IV. Until the final plat of the Second Addition to Mid Town Commons is recorded, the lots contemplated to be created as set forth in the preliminary plat of the Second Addition to Mid Town Commons shall not be subject to the levy of any assessments under Article IV.

5.4 *Transfer of Developer's Rights.* Developer retains the right to transfer all of Developer's rights under this Declaration, including the right to expand Mid Town Commons by the recording of a final plat of the Second Addition to Mid Town Commons. Such transfer shall be in the form of a written assignment duly executed and recorded by the Developer sufficient to transfer Developers rights under this Article V to the transferee named in such assignment.

5.5 *Membership & Voting.* Until the final plat of the Second Addition to Mid Town Commons is recorded, none of the owners of the lots contemplated to be created by the preliminary plat of the Second Addition to Mid Town Commons shall be members of the Association, and no such owners shall be entitled to any vote as a member. Upon the recording of the final plat of the Second Addition to Mid Town Commons, the record owner of all such lots (but none of the outlots) shall be deemed to be a voting member of the Association, and the owner of each such lot shall have the number of votes appurtenant to said lot as shown on Schedule C.

ARTICLE VI: PROCEDURE FOR ELECTION OF DIRECTORS

6.1 *Membership Roster.* The Association shall maintain a roster of all members of the Association. The roster shall include the name and last known mailing address of the members. Any member may change the member's identity or member's address on the membership roster by written notice mailed or delivered to any member of the Board. For the purposes of maintaining a membership roster, the Association may rely upon the identity of lot owners and their mailing addresses revealed by the assessment records maintained by the City of Madison.

6.2 *Notice of Election & Nomination.* During the month of July of each year the Association, by its then incumbent Board, shall nominate at least three and not more than five persons to serve on the Board. A list of the persons so nominated by the Board shall be mailed to all of the members at the address shown on the membership roster. The mailing shall be by ordinary U.S. Mail for first class delivery. The Board shall also include, as additional persons nominated to be on the Board of Directors, any person named in a written petition to place a person's name on the ballot duly signed by at least ten (10) members of the Association. Any such petition to nominate a person to be on the ballot must be filed with any member of the Board on or before June 30th of each year.

6.3 *Ballot Procedure.* The mailing described in §6.2 shall include a ballot form and return envelope. Each member shall be entitled to vote for up to three (3) persons to be on the Board of Directors. Any ballot which casts votes for more than three persons shall be wholly disregarded. The three nominees who

obtain the most votes shall be elected to the Board. To be valid, a ballot must be either hand delivered to any incumbent Board member or be postmarked on or before August 31st.

6.4 *Term of Office.* Each member of the Board shall serve for a term of one (1) year commencing October 1st and ending September 30th.

6.5 *Alternative Meeting Procedure.* As a complete alternative to the mailed ballot procedure under §6.3, the Association may call an annual meeting of the members of the Association to be held during the month of September at a reasonable time and place determined by the Board. The Board shall cause a written notice of the annual meeting to be mailed to each member of the Association at least fifteen (15) days in advance of the meeting. Members may vote either in person or by written proxy filed with the Secretary of the Association at or before the time of the meeting. The purpose of each annual meeting shall be to elect directors nominated according to the procedures described in §6.2, or by nomination duly made and seconded at the time of the meeting, and to conduct such other business as may properly come before the membership. The election of directors at the meeting shall be conducted by written ballot, and the three (3) persons who receive the most votes shall be elected to the Board.

ARTICLE VII: DEVELOPER'S RETAINED CONTROL

7.1 *In General.* Until the event of "turnover" of control of the Association under §7.3, Developer is and shall remain in complete control of the Association and its Board of Directors, and shall have the exclusive right to name and designate the members of the Board of Directors and all officers of the Association.

7.2 *Initial Board of Directors.* Until "turnover" of control under §7.3, the Association's Board shall consist of Michael J. Fisher, Karl C. Madsen and Richard V. Gibson. Until "turnover" under §7.3, any one or all of them may be removed by the Developer and different directors appointed by the Developer.

7.3 *Turnover of Control.* Developer shall turn over control of the Association to a Board duly elected by the members of the Association when the

Developer ceases to be the owner of any of the real estate described in §1.3. Developer may, in Developer's discretion, relinquish control of the Association to a Board elected by the members at any earlier time. The procedure for election of successor members of the Board shall be consistent with the provisions of Article VI, except the nomination and election may occur at any time.

7.4 *Transfer of Developer's Control.* Developer may transfer Developer's right of retained control to any successor developer by a written and recorded assignment. Any such assignment shall include the Developer's right to amend this Declaration under §8.5.

ARTICLE VIII: PROCEDURE FOR AMENDMENT

8.1 *Amendment.* After Developer has relinquished control of the Association to an elected Board, and except as provided in §8.4, this Declaration may be amended by either the Board under §8.2 or vote of the membership under §8.3.

8.2 *Amendment by Board.* This Declaration may be amended by the unanimous vote of all three (3) duly elected members of the Board. However, §2.2 through §2.6 may be amended only by the members in the manner set forth in §8.3. Any such amendment shall be effective commencing upon the date of the recording of an instrument setting forth the text of the amendment, duly executed by each one of the incumbent members of the Board.

8.3 *Amendment by Members.* In the alternative to an amendment by Board action, this Declaration may be amended by the written consent of members together holding at least two-thirds (2/3rds) of all of the membership votes at the time of the recording of the amendment. Notwithstanding the foregoing, §2.2, §2.3, §2.4 and §2.6 governing alleys and private trash collection for certain lots whose rear yards abut the alleys may be amended only by both: (a) the written consent of members together holding at least two-thirds (2/3rds) of all the membership votes at the time of the recording of the amendment; plus (b) the written consent of at least two-thirds (2/3rds) of all such membership votes held by those lot owners to be provided private trash collection and recycling services under §2.5. Any validly adopted amendment shall be effective when recorded in

the office of the Dane County Register of Deeds, duly executed by the owners together holding the requisite number of membership votes.

8.4 *Exceptions to Amendment Procedure.* Notwithstanding §8.1 through §8.3, neither the mandatory purposes of the Association under Article II nor the optional purposes of the Association under Article III may be enlarged without the unanimous consent of all the members. In addition, no member's General Rate of Assessment under §4.3 shall be increased without such member's written consent, and §2.7 may not be amended without the written consent of both: (a) Developer or Developer's successor, for as long as Developer or Developer's successor is the owner of any lot which is or may become subject to this Declaration; and (b) Peter Frautschi, for as long as he has any interest in the three commercial lots which are the subject matter of that certain Memorandum of Option to Purchase recorded as Document No. 3249796 (i.e., Lot 1 of Mid Town Commons and Lots 95 and 96 of the proposed Second Addition to Mid Town Commons). Finally, this Article VIII may not be amended without the unanimous consent of all the members plus the consent of both Developer and Peter Frautschi. Nothing in this §8.4 impairs Developer's right to amend any portion of this Declaration under §8.5.

8.5 *Developer's Right to Amend.* Notwithstanding any other term or provision of this Declaration, or any restriction or amendment elsewhere set forth in this Declaration, Developer expressly retains the right to amend this Declaration and to amend the Bylaws of the Association at any time prior to turnover of Developer's control of the Association to an elected Board. Any such amendment shall be effective commencing upon the date of the recording of an instrument setting forth the text of the amendment, duly executed by the Developer.

ARTICLE IX: CONSENT TO FUTURE DEVELOPMENT

9.1 *Notice To Future Owners.* All future owners of lots within Mid Town Commons, First Addition to Mid Town Commons or proposed Second Addition to Mid Town Commons are hereby given notice that the development of Mid Town Commons will be carried out in accordance with the General Development Plan ("GDP") which is recorded in the office of the Dane County Register of Deeds as Document No. 3305705. Each future owner is further put on notice that the GDP provides for residential, institutional, multi-

family, single family, retail, mixed use and other forms of development, all as set forth in detail in the GDP.

9.2 *Acceptance Of GDP.* By acceptance of a deed to any property located within Mid Town Commons, First Addition to Mid Town Commons or proposed Second Addition to Mid Town Commons, each owner consents and agrees to the development of the property in accordance with the GDP and covenants and agrees with the Developer and all other lot owners not to oppose any development in substantial compliance with the GDP.

9.3 *Restriction On Association.* The Association is hereby given notice of all the terms and provisions of §9.1 and §9.2 and shall be deemed to have consented to the development of the property shown on the plat of Mid Town Commons, First Addition to Mid Town Commons and proposed Second Addition to Mid Town Commons and in substantial compliance with the GDP. In no event shall the Association oppose or impair development in substantial compliance with the GDP.

ARTICLE X: DECLARATION RUNS WITH LAND

10.1 *Binding Effect.* This Declaration shall bind and benefit all of the owners of all the real estate described in §1.3.

10.2 *Enforcement.* The Association, the Developer and any voting member of the Association shall have full legal right and standing to enforce all the terms and provisions of this Declaration.

10.3 *Term & Duration.* This Declaration and any subsequent amendment thereto shall exist in perpetuity and shall run with the land unless wholly abolished and terminated in the same manner as set forth for an amendment to this Declaration under Article VIII.

000399

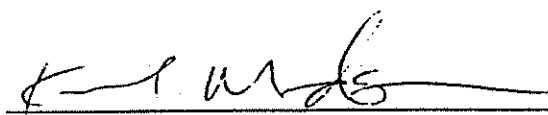
IN WITNESS WHEREOF, Great Dane Development, L.L.C. has caused this Declaration to be executed and recorded, intending thereby to bind and benefit all the lots of Mid Town Commons.

Dated this 6th day of November, 2001.

GREAT DANE DEVELOPMENT, L.L.C.
A Wisconsin Limited Liability Company

By: _____

MICHAEL J. FISHER, Authorized Member

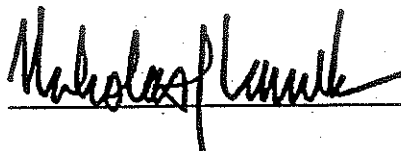
By: _____

KARL C. MADSEN, Authorized Member

GREAT DANE ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
DANE COUNTY)

Personally came before me this 6 day of November, 2001, the above-named Michael J. Fisher and Karl C. Madsen, to me known to be the authorized members of Great Dane Development, L.L.C., and to me known to be the persons who executed the foregoing instrument and acknowledged the same.



NICHOLAS J. LONIELLO, Notary Public
Dane County, State of Wisconsin
My commission is permanent.

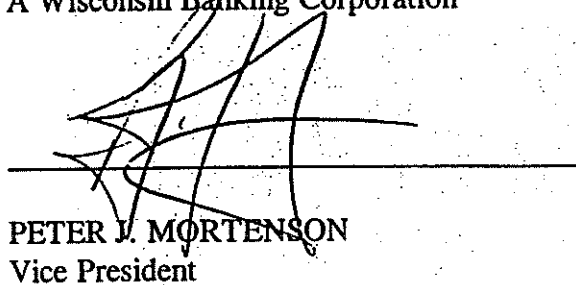
CONSENT OF MORTGAGEE

The undersigned M&I Marshall & Ilesley Bank, in its capacity as Mortgagee with respect to the real estate affected by this instrument, does hereby give and grant its consent to the execution and recording of this instrument.

Dated this 5th day of November, 2001.

M&I MARSHALL & ILSLEY BANK
A Wisconsin Banking Corporation

By:



PETER J. MORTENSON
Vice President

MORTGAGEE ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
DANE COUNTY)

Personally came before me this 5th day of November, 2001, the above-named Peter J. Mortenson, to me known to be a Vice President of M&I Marshall & Ilsley Bank, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

Sharon R. Speerschneider

Notary Public
Dane County, State of Wisconsin
My commission: Expires June 15, 2003.

This Instrument Drafted By
And Should Be Returned To:

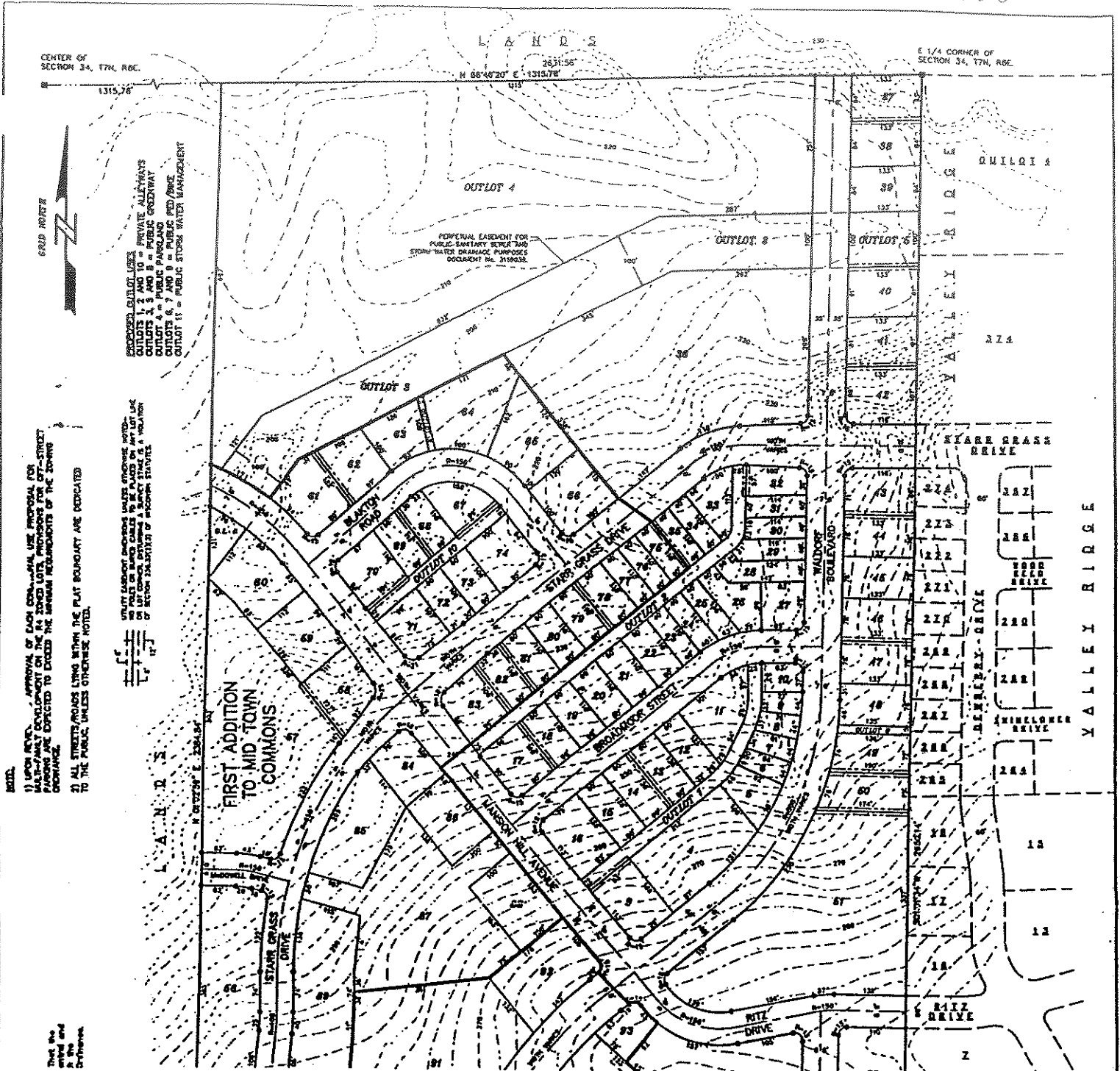
Atty. Nicholas J. Loniello
LONIELLO, JOHNSON, SIMONINI & CHAVEZ
900 John Nolen Drive - Suite 130
Madison, WI 53713

y:00102409.32

LEGAL DESCRIPTION

Part of the Southeast Quarter of the Southeast Quarter of Section 34, Township 7 North, Range 8 East, City of Madison, Dane County, Wisconsin, more fully described as follows:

Commencing at the South quarter corner of said Section 34; thence North 88 degrees 53 minutes 41 seconds East, along the South line of said Section 34, 1316.80 feet to the West line of the Southeast Quarter of the Southeast Quarter of said Section 34; thence North 01 degree 02 minutes 59 seconds East, along said West line, 263.06 feet to the North line of Certified Survey Map Number 7192 and the point of beginning of this description; thence continuing North 01 degree 02 minutes 59 seconds East, along said West line, 531.72 feet; thence South 88 degrees 57 minutes 01 second East, 53.71 feet to a point of curvature; thence along the arc of a curve to the right through a central angle of 01 degree 47 minutes 12 seconds, an arc distance of 32.12 feet, a radius of 1030.00 feet and a chord bearing South 88 degrees 03 minutes 25 seconds East, 32.12 feet to a point of reverse curvature; thence along the arc of a curve to the left through a central angle of 87 degrees 31 minutes 55 seconds, an arc distance of 22.92 feet, a radius of 15.00 feet and a chord bearing North 49 degrees 04 minutes 13.5 seconds East, 20.75 feet; thence South 84 degrees 41 minutes 44 seconds East, 60.00 feet to a point of curvature; thence along the arc of a curve to the left through a central angle of 87 degrees 31 minutes 55 seconds, an arc distance of 22.92 feet, a radius of 15.00 feet and a chord bearing South 38 degrees 27 minutes 41.5 seconds East, 20.75 feet to a point of reverse curvature; thence along the arc of a curve to the right through a central angle of 05 degrees 37 minutes 29 seconds, an arc distance of 101.12 feet, a radius of 1030.00 feet and a chord bearing South 79 degrees 24 minutes 54.5 seconds East, 101.07 feet; thence North 05 degrees 18 minutes 16 seconds East, 130.67 feet; thence North 02 degrees 37 minutes 42 seconds East, 50.89 feet; thence North 00 degrees 02 minutes 52 seconds West, 37.80 feet; thence North 83 degrees 29 minutes 50 seconds East, 260.74 feet; thence North 50 degrees 56 minutes 55 seconds East, 178.01 feet; thence South 39 degrees 47 minutes 28 seconds East, 104.81 feet to a point of curvature; thence along the arc of a curve to the right through a central angle of 90 degrees 44 minutes 23 seconds, an arc distance of 23.76 feet, a radius of 15.00 feet and a chord bearing South 05 degrees 34 minutes 43.5 seconds West, 21.35 feet; thence South 43 degrees 52 minutes 05 seconds East, 80.28 feet to a point of curvature; thence along the arc of a curve to the right through a central angle of 92 degrees 32 minutes 41 seconds, an arc distance of 24.23 feet, a radius of 15.00 feet and a chord bearing South 82 degrees 46 minutes 44.5 seconds East, 21.68 feet to a point of reverse curvature; thence along the arc of a curve to the left through a central angle of 14 degrees 27 minutes 19 seconds, an arc distance of 45.41 feet, a radius of 180.00 feet and a chord bearing South 43 degrees 44 minutes 03.5 seconds East, 45.29 feet; thence South 39 degrees 02 minutes 17 seconds West, 91.63 feet; thence South 47 degrees 14 minutes 49 seconds East, 45.02 feet to a point of curvature; thence along the arc of a curve to the right through a central angle of 48 degrees 16 minutes 24 seconds, an arc distance of 126.38 feet, a radius of 150.00 feet and a chord bearing South 23 degrees 06 minutes 37 seconds East, 122.67 feet; thence South 01 degree 01 minute 35 seconds West, 191.52 feet to a point of curvature; thence along the arc of a curve to the left through a central angle of 02 degrees 07 minutes 41 seconds, an arc distance of 38.25 feet, a radius of 1030.00 feet and a chord bearing South 87 degrees 13 minutes 26.5 seconds East, 38.25 feet; thence South 88 degrees 17 minutes 17 seconds East, 49.19 feet; thence South 01 degree 42 minutes 43 seconds West, 110.00 feet; thence North 88 degrees 17 minutes 17 seconds West, 49.19 feet; thence North 85 degrees 25 minutes 31 seconds West, 113.87 feet; thence South 01 degree 06 minutes 19 seconds East, 346.56 feet; thence South 88 degrees 53 minutes 41 seconds West, 678.78 feet to the East line of Certified Survey Map Number (C.S.M.) 7192; thence North 01 degree 03 minutes 24 seconds East, along said East line of C.S.M. 7192, 203.02 feet to the North line of said C.S.M. 7192; thence South 88 degrees 53 minutes 41 seconds West, along said North line, 141.66 feet to the point of beginning. This description contains approximately 723,263 square feet or 16.6038 acres.



CENTER OF SECTION 34, 17th, R6E.

E 1/4 CORNER OF SECTION 34, 17th, R6E.

LANDS
T 2631.56'
N 66°48'20" E 1315.76'



CROSS-CUT OUTLOT LINES
OUTLOT 1, 2 AND 10 = PRIVATE ALLEYS
OUTLOT 3 = PUBLIC GREENWAY
OUTLOT 4 = PUBLIC PARKWAY
OUTLOTS 6, 7 AND 8 = PUBLIC PUD/MSD
OUTLOT 11 = PUBLIC STORM WATER MANAGEMENT

UNIT EASEMENT SHOWS WHERE STORMWATER WILL FLOW ON BARRIERS TO BE PLACED ON OUTLOT LINES OF LOT GRASS STRIP AS A MEANS OF REDUCING THE RISK OF FLOODING

- NOTE:
- 1) UPON REVIEW, APPROVAL OF EACH COMMERCIAL USE PROPOSAL FOR MULTI-FAMILY DEVELOPMENT ON THE 64 ZONED LOTS, PROVIDERS FOR OFF-STREET PARKING ARE EXPECTED TO EXCEED THE MINIMUM REQUIREMENTS OF THE ZONING ORDINANCE.
 - 2) ALL STREET ROADS LIVING WITHIN THE PLAT BOUNDARY ARE DEDICATED TO THE PUBLIC, UNLESS OTHERWISE NOTED.

FIRST ADDITION TO MID-TOWN COMMONS

STARR GRASS DRIVE

VALLEY RIDGE

VALLEY RIDGE

That the said plat and definition be effective.

000404

SCHEDULE A:
INITIAL LOTS OF MID TOWN COMMONS

Lot No.	Use Description	No. Units	No. Votes
Lot 1	Mixed Use (Type V)	0-10	10
Lot 2	Apartment/Condominium (Type IV-A)	74	37
Lot 3	Mansion (Type VI-B)	4	3
Lot 4	Rowhouse/Townhouse (Type III-B)	8	4
Lot 5	Duplex (Type II-B)	2	2
Lot 6	Single Family (Type I-B)	1	1
Lot 7	Single Family (Type I-B)	1	1
Lot 8	Single Family (Type I-B)	1	1
Lot 9	Single Family (Type I-B)	1	1
Lot 10	Single Family (Type I-B)	1	1
Lot 11	Apartment/Condominium (Type IV-C)	2	2
Lot 12	Duplex (Type II-B)	2	2
Lot 13	Duplex (Type II-B)	2	2
Lot 14	Duplex (Type II-B)	2	2
Lot 15	Duplex (Type II-B)	2	2
Lot 16	Mansion (Type IV-B)	4	3
Lot 17	Mansion (Type VI-B)	4	3
Lot 18	Duplex (Type II-B)	2	2
Lot 19	Duplex (Type II-B)	2	2
Lot 20	Duplex (Type II-B)	2	2

Lot No.	Use Description	No. Units	No. Votes
Lot 21	Duplex (Type II-B)	2	2
Lot 22	Duplex (Type II-B)	2	2
Lot 23	Single Family (Type I-B)	1	1
Lot 24	Single Family (Type I-B)	1	1
Lot 25	Single Family (Type I-B)	1	1
Lot 26	Single Family (Type I-B)	1	1
Lot 27	Single Family (Type I-B)	1	1
Lot 28	Single Family (Type I-B)	1	1
Lot 29	Single Family (Type I-B)	1	1
Lot 30	Single Family (Type I-B)	1	1
Lot 31	Single Family (Type I-B)	1	1
Lot 32	Single Family (Type I-B)	1	1
Lot 33	Single Family (Type I-B)	1	1
Lot 34	Single Family (Type I-B)	1	1
Lot 35	Single Family (Type I-B)	1	1
Lot 36	Apartment/Condominium (Type IV-A)	143	84
Lot 37	Duplex (Type II-A)	2	2
Lot 38	Duplex (Type II-A)	2	2
Lot 39	Duplex (Type II-A)	2	2
Lot 40	Duplex (Type II-A)	2	2
Lot 41	Duplex (Type II-A)	2	2
Lot 42	Duplex (Type II-A)	2	2
Lot 43	Single Family (Type I-A)	1	1

Lot No.	Use Description	No. Units	No. Votes
Lot 44	Single Family (Type I-A)	1	1
Lot 45	Single Family (Type I-A)	1	1
Lot 46	Single Family (Type I-A)	1	1
Lot 47	Single Family (Type I-A)	1	1
Lot 48	Single Family (Type I-A)	1	1
Lot 49	Single Family (Type I-A)	1	1
Lot 50	Duplex (Type II-A)	2	2
Lot 51	Apartment/Condominium (Type IV-A)	78	39
Lot 52	Rowhouse/Townhouse (Type III-A)	6	4
Lot 53	Rowhouse/Townhouse (Type III-A)	6	4
Lot 54	Rowhouse/Townhouse (Type III-A)	8	5
Lot 55	Apartment/Condominium (Type IV-A)	24	12
Outlot 1	Private Alley	N/A	0
Outlot 2	Private Alley	N/A	0
Outlot 3	Dedicated for Sewer & Drainage	N/A	0
Outlot 4	Dedicated for Park Purposes	N/A	0
Outlot 5	Dedicated for Sewer & Drainage	N/A	0
Outlot 6	Easement for Pedestrians/Bikes	N/A	0
Outlot 7	Easement for Pedestrians/Bikes	N/A	0
Total Votes on This Schedule A			269

NOTE: The number "0" under the column heading "No. Units" denotes lots zoned exclusively for commercial, non-residential purposes.

000407

SCHEDULE B:
FIRST ADDITION TO MID TOWN COMMONS

Lot No.	Use Description	No. Units	No. Votes
Lot 56	Rowhouse/Townhouse (Type III-A)	24	16
Lot 57	Apartment/Condominium (Type IV-A)	39	20
Lot 58	Mansion (Type VI-A)	4	3
Lot 59	Mansion (Type VI-A)	4	3
Lot 60	Mansion (Type VI-A)	4	3
Lot 61	Mansion (Type VI-A)	4	2
Lot 62	Duplex (Type II-A)	2	2
Lot 63	Duplex (Type II-A)	2	2
Lot 64	Apartment/Condominium (Type IV-B)	4-6	3
Lot 65	Apartment/Condominium (Type IV-B)	4-6	3
Lot 66	Apartment/Condominium (Type IV-B)	4	3
Lot 67	Duplex (Type II-B)	2	2
Lot 68	Duplex (Type II-B)	2	2
Lot 69	Duplex (Type II-B)	2	2
Lot 70	Mansion (Type VI-B)	4	3
Lot 71	Mansion (Type VI-B)	4	3
Lot 72	Duplex (Type II-B)	2	2
Lot 73	Duplex (Type II-B)	2	2
Lot 74	Apartment/Condominium (Type IV-C)	4	3
Lot 75	Single Family (Type I-B)	1	1
Lot 76	Single Family (Type I-B)	1	1
Lot 77	Single Family (Type I-B)	1	1
Lot 78	Duplex (Type II-B)	2	2

Lot No.	Use Description	No. Units	No. Votes
Lot 79	Duplex (Type II-B)	2	2
Lot 80	Duplex (Type II-B)	2	2
Lot 81	Duplex (Type II-B)	2	2
Lot 82	Duplex (Type II-B)	2	2
Lot 83	Mansion (Type VI-B)	4	3
Lot 84	Mansion (Type VI-A)	4	3
Lot 85	Rowhouse/Townhouse (Type III-A)	14	10
Lot 86	Mansion (Type VI-A)	4	3
Lot 87	Civic/Institutional	0	5
Lot 88	Flex Use	6	4
Lot 89	Rowhouse/Townhouse (Type III-A)	24	16
Outlot 8	Dedicated for Sewer & Drainage	N/A	0
Outlot 9	Dedicated for Sewer & Drainage	N/A	0
Outlot 10	Private Alley	N/A	0
Total Votes on This Schedule B			136

NOTE: The number "0" under the column heading "No. Units" denotes lots zoned exclusively for commercial, non-residential purposes.

y:00102409.32

000409

**SCHEDULE C:
PROPOSED FUTURE LOTS OF MID TOWN COMMONS
[SECOND ADDITION]**

Lot No.	Use Description	No. Units	No. Votes
Lot 90	Mixed Use (Type V)	30-42	20
Lot 91	Park/Village Green	0	0
Lot 92	Flex Use	6-10	5
Lot 93	Plaza	0	0
Lot 94	Mixed Use (Type V)	0-10	20
Lot 95	Rowhouse/Townhouse (Type III-A)	11	6
Lot 96	Mixed Use (Type V)	0-5	10
Outlot 11	?	N/A	0
Total Votes on This Schedule C			61

NOTE: The number "0" under the column heading "No. Units" denotes lots zoned exclusively for commercial, non-residential purposes.

y:00102409.32

**SCHEDULE D:
COMBINATION OF SCHEDULES A, B & C
WITH CALCULATION OF PERCENTAGE SHARE
OF TOTAL VOTES & TOTAL ASSESSMENTS**

Lot No.	Use Description	No. Units	No. Votes	Percentage
Lot 1	Mixed Use (Type V)	0-10	10	2.1458%
Lot 2	Apartment/Condominium (Type IV-A)	74	37	7.9398%
Lot 3	Mansion (Type VI-B)	4	3	0.6438%
Lot 4	Rowhouse/Townhouse (Type III-B)	8	4	0.8584%
Lot 5	Duplex (Type II-B)	2	2	0.4292%
Lot 6	Single Family (Type I-B)	1	1	0.2146%
Lot 7	Single Family (Type I-B)	1	1	0.2146%
Lot 8	Single Family (Type I-B)	1	1	0.2146%
Lot 9	Single Family (Type I-B)	1	1	0.2146%
Lot 10	Single Family (Type I-B)	1	1	0.2146%
Lot 11	Apartment/Condominium (Type IV-C)	2	2	0.4292%
Lot 12	Duplex (Type II-B)	2	2	0.4292%
Lot 13	Duplex (Type II-B)	2	2	0.4292%
Lot 14	Duplex (Type II-B)	2	2	0.4292%
Lot 15	Duplex (Type II-B)	2	2	0.4292%
Lot 16	Mansion (Type IV-B)	4	3	0.6438%
Lot 17	Mansion (Type VI-B)	4	3	0.6438%
Lot 18	Duplex (Type II-B)	2	2	0.4292%

Lot No.	Use Description	No. Units	No. Votes	Percentage
Lot 19	Duplex (Type II-B)	2	2	0.4292%
Lot 20	Duplex (Type II-B)	2	2	0.4292%
Lot 21	Duplex (Type II-B)	2	2	0.4292%
Lot 22	Duplex (Type II-B)	2	2	0.4292%
Lot 23	Single Family (Type I-B)	1	1	0.2146%
Lot 24	Single Family (Type I-B)	1	1	0.2146%
Lot 25	Single Family (Type I-B)	1	1	0.2146%
Lot 26	Single Family (Type I-B)	1	1	0.2146%
Lot 27	Single Family (Type I-B)	1	1	0.2146%
Lot 28	Single Family (Type I-B)	1	1	0.2146%
Lot 29	Single Family (Type I-B)	1	1	0.2146%
Lot 30	Single Family (Type I-B)	1	1	0.2146%
Lot 31	Single Family (Type I-B)	1	1	0.2146%
Lot 32	Single Family (Type I-B)	1	1	0.2146%
Lot 33	Single Family (Type I-B)	1	1	0.2146%
Lot 34	Single Family (Type I-B)	1	1	0.2146%
Lot 35	Single Family (Type I-B)	1	1	0.2146%
Lot 36	Apartment/Condominium (Type IV-A)	143	84	18.0257%
Lot 37	Duplex (Type II-A)	2	2	0.4292%
Lot 38	Duplex (Type II-A)	2	2	0.4292%
Lot 39	Duplex (Type II-A)	2	2	0.4292%
Lot 40	Duplex (Type II-A)	2	2	0.4292%
Lot 41	Duplex (Type II-A)	2	2	0.4292%

Lot No.	Use Description	No. Units	No. Votes	Percentage
Lot 42	Duplex (Type II-A)	2	2	0.4292%
Lot 43	Single Family (Type I-A)	1	1	0.2146%
Lot 44	Single Family (Type I-A)	1	1	0.2146%
Lot 45	Single Family (Type I-A)	1	1	0.2146%
Lot 46	Single Family (Type I-A)	1	1	0.2146%
Lot 47	Single Family (Type I-A)	1	1	0.2146%
Lot 48	Single Family (Type I-A)	1	1	0.2146%
Lot 49	Single Family (Type I-A)	1	1	0.2146%
Lot 50	Duplex (Type II-A)	2	2	0.4292%
Lot 51	Apartment/Condominium (Type IV-A)	78	39	8.3690%
Lot 52	Rowhouse/Townhouse (Type III-A)	6	4	0.8584%
Lot 53	Rowhouse/Townhouse (Type III-A)	6	4	0.8584%
Lot 54	Rowhouse/Townhouse (Type III-A)	8	5	1.0730%
Lot 55	Apartment/Condominium (Type IV-A)	24	12	2.5750%
Outlot 1	Private Alley	N/A	0	0.0000%
Outlot 2	Private Alley	N/A	0	0.0000%
Outlot 3	Dedicated for Sewer & Drainage	N/A	0	0.0000%
Outlot 4	Dedicated for Park Purposes	N/A	0	0.0000%
Outlot 5	Dedicated for Sewer & Drainage	N/A	0	0.0000%
Outlot 6	Easement for Pedestrians/Bikes	N/A	0	0.0000%
Outlot 7	Easement for Pedestrians/Bikes	N/A	0	0.0000%
Lot 56	Rowhouse/Townhouse (Type III-A)	24	16	3.4334%
Lot 57	Apartment/Condominium (Type IV-A)	39	20	4.2917%

Lot No.	Use Description	No. Units	No. Votes	Percentage
Lot 58	Mansion (Type VI-A)	4	3	0.6438%
Lot 59	Mansion (Type VI-A)	4	3	0.6438%
Lot 60	Mansion (Type VI-A)	4	3	0.6438%
Lot 61	Mansion (Type VI-A)	4	2	0.4292%
Lot 62	Duplex (Type II-A)	2	2	0.4292%
Lot 63	Duplex (Type II-A)	2	2	0.4292%
Lot 64	Apartment/Condominium (Type IV-B)	4-6	3	0.6438%
Lot 65	Apartment/Condominium (Type IV-B)	4-6	3	0.6438%
Lot 66	Apartment/Condominium (Type IV-B)	4	3	0.6438%
Lot 67	Duplex (Type II-B)	2	2	0.4292%
Lot 68	Duplex (Type II-B)	2	2	0.4292%
Lot 69	Duplex (Type II-B)	2	2	0.4292%
Lot 70	Mansion (Type VI-B)	4	3	0.6438%
Lot 71	Mansion (Type VI-B)	4	3	0.6438%
Lot 72	Duplex (Type II-B)	2	2	0.4292%
Lot 73	Duplex (Type II-B)	2	2	0.4292%
Lot 74	Apartment/Condominium (Type IV-C)	4	3	0.6438%
Lot 75	Single Family (Type I-B)	1	1	0.2146%
Lot 76	Single Family (Type I-B)	1	1	0.2146%
Lot 77	Single Family (Type I-B)	1	1	0.2146%
Lot 78	Duplex (Type II-B)	2	2	0.4292%
Lot 79	Duplex (Type II-B)	2	2	0.4292%
Lot 80	Duplex (Type II-B)	2	2	0.4292%

Lot No.	Use Description	No. Units	No. Votes	Percentage
Lot 81	Duplex (Type II-B)	2	2	0.4292%
Lot 82	Duplex (Type II-B)	2	2	0.4292%
Lot 83	Mansion (Type VI-B)	4	3	0.6438%
Lot 84	Mansion (Type VI-A)	4	3	0.6438%
Lot 85	Rowhouse/Townhouse (Type III-A)	14	10	2.1458%
Lot 86	Mansion (Type VI-A)	4	3	0.6438%
Lot 87	Civic/Institutional	0	5	1.0730%
Lot 88	Flex Use	6	4	0.8584%
Lot 89	Rowhouse/Townhouse (Type III-A)	24	16	3.4334%
Outlot 8	Dedicated for Sewer & Drainage	N/A	0	0.0000%
Outlot 9	Dedicated for Sewer & Drainage	N/A	0	0.0000%
Outlot 10	Private Alley	N/A	0	0.0000%
Lot 90	Mixed Use (Type V)	30-42	20	4.2917%
Lot 91	Park/Village Green	0	0	0.0000%
Lot 92	Flex Use	6-10	5	1.0730%
Lot 93	Plaza	0	0	0.0000%
Lot 94	Mixed Use (Type V)	0-10	20	4.2917%
Lot 95	Rowhouse/Townhouse (Type III-A)	11	6	1.2876%
Lot 96	Mixed Use (Type V)	0-5	10	2.1458%
Outlot 11	?	N/A	0	0.0000%
Total Combined Votes & Percentages			466	

NOTE: The number "0" under the column heading "No. Units" denotes lots zoned exclusively for commercial, non-residential purposes.