

**DECLARATION OF CONDOMINIUM OF
STORAGESHOPUSA – MCFARLAND,
a Wisconsin Commercial Condominium**

Lot 2, CSM _____, Village of McFarland, Wisconsin,
recorded in the Office of the Register of Deeds for Dane
County, Wisconsin, _____, 2007, in Volume _____ of
Certified Survey Maps, Pages _____, as Document No.

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*Tax Parcel No. 0710-342-7090-1
(Old)*

**STORAGESHOPUSA – MCFARLAND,
a Wisconsin Commercial Condominium
Madison, Wisconsin**

**STORAGESHOPUSA-MCFARLAND, LLC, DECLARANT
4610 MILWAUKEE STREET
MADISON, WISCONSIN 53714**

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OF
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DECLARATION OF CONDOMINIUM

OF

STORAGESHOPUSA-MCFARLAND CONDOMINIUM¹ (a Wisconsin commercial condominium)

This Declaration is made under and pursuant to the Condominium Ownership Act of the State of Wisconsin (hereinafter "Act") as found in Chapter 703, Wisconsin Statutes (2003-2004), or as amended, by StorageShopUSA–McFarland, LLC, a Wisconsin limited liability company, hereinafter "**Declarant**".

ARTICLE 1 DECLARATION AND STATEMENT OF PURPOSE

The Declarant, as the sole owner of the real estate as described in Section 2.01 below, and all improvements located thereon and all easements, rights, and appurtenances thereto, declares said real estate, together with said improvements, easements, rights and appurtenances thereto, collectively "**Condominium**", subject to the condominium form of ownership in the manner provided by the Act and as further provided for in this Declaration. All of the provisions contained herein shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant and to its successors in interest.

ARTICLE 2 LEGAL DESCRIPTION, NAME/ADDRESS, RESTRICTIONS AND DEFINITIONS

2.01 Name/Address. The name of the Condominium is "StorageShopUSA—McFarland Condominium". The principal address is 4610 Milwaukee St, Madison, Wisconsin 53714.

2.02 Legal Description. The real estate subject to this Declaration is owned by Declarant and is described on **Exhibit I** attached hereto. Every deed, lease, mortgage or other instrument may legally describe a Unit by Unit number, and such description shall be good and sufficient for all purposes as defined in the Act. Up to (8) eight (2) two Unit buildings for commercial use may be built on the real estate described on **Exhibit I** ("**Buildings**"); and, in addition, there shall be one unit located near the entrance to the

¹ StorageShopUSA™ and design (the "Mark") is a trademark of TL Associates, LLC. The Mark is licensed to the Sign Unit on a non-exclusive basis under separate agreement. For the purposes of the Condominium, the trademark symbol is used only in conjunction with the Mark, and not the legal entities or the name of the Condominium, but there is no intent to infringe or in any other way dilute the Mark.

Condominium which land dimensions measure approximately 15 feet by 15 feet, the sole purpose of which shall be to erect and house a sign for StorageShopUSA™, all as shown on the condominium plat map (“**Plat**”) attached as **Exhibit II**. The Condominium shall be up to a total of 17 Units.

2.03 Covenants, Conditions, Restrictions, and Easements. On the date this Declaration is recorded, the Condominium shall be subject to:

- (1) General taxes not yet due and payable;
- (2) Easements and rights in favor of gas, electric, telephone, water, cable and other utilities;
- (3) All other easements, covenants, and restrictions of record, including drainage swales and other matters shown on Certified Survey Maps 8336 and _____, Dane County, Wisconsin and other patterns;
- (4) All municipal, zoning, and building ordinances and agreements with any municipality including but not limited to the duty to maintain and observe storm water retention and run off requirements;
- (5) All other governmental laws and regulations applicable to the Condominium;
- (6) All mortgages of record;
- (7) The rights of all Unit Owners to travel across the Common Areas to access their individual Units and limited common elements; and

2.04 Definitions. Except as modified herein, the definitions contained in the Act shall govern in the interpretation of this Declaration.

ARTICLE 3 UNITS

3.01 Definition. A unit shall mean a part of the Condominium as herein described for the sole and individual use of an Owner to be owned exclusively by said Owner. The Units are for commercial use as allowed by and consistent with federal, state and local zoning, fire and other safety codes and ordinances. **No Unit may be used for the commercial operation of an automotive repair shop or commercial welding shop; and, no owner may sleep over night in their Unit. No Unit may be used for commercial woodworking unless such use is approved by the Plan Commission and the Unit Owner complies with paragraph 10.04 of this Declaration.**

There are two different types of Units in the Condominium; (i) a Unit containing one or more cubicles of air at one or more levels of space in one or more rooms of enclosed spaces (or parts thereof) in a building; and (ii) a Unit approximately 15 foot by 15 feet section of land located near the entrance to the Condominium consisting of the ground and a sign showing the Mark, including all legal air rights above such sign vested in Declarant and ground rights below such 15 foot by 15 foot area for up to 10 feet below the ground surface subject to the rights reserved under Section 2.03, above, together generally the unit (“**Unit**”). The sign Unit may also be referred to specifically as the sign unit (“**Sign Unit**”), and a Unit substantially within a building may also be referred to specifically as the building Unit (“**Building Unit**”).

As a condition precedent to purchasing the Sign Unit, the purchaser of the Sign Unit must sign a license agreement with the TL Associates, LLC, or assigns, for the right and obligation to erect, maintain, repair and replace the sign as part of the Sign Unit and all signs appurtenant as common elements to the Sign Unit, if any.

3.02 Description/Boundaries of Unit. The **Units** in the Condominium shall include:

The Building Units in the Condominium include:

(1) One or more contiguous or non-contiguous cubicles of air, including the perpetual right of ingress and egress thereto. The side boundaries of the cubicles shall be the inside face of the studs or concrete forming the walls. The upper boundary of each Unit shall be the inside face of the studs or joists forming the ceiling. (The attic or crawlspace, if any, is not part of the Unit but are part of the common area.) The lower boundary of each Unit shall be the horizontal plane of the uncovered or unfinished upper surface of the floor, including concrete surfaces.

(2) Any and all fixtures that come with the Unit, including but not limited to the heating and cooling systems, intake and exhaust fans, including ducts, radiators including piping, controls for heating system, air conditioning equipment including any external components and including ducts, humidifier and dehumidifier systems, controls for air conditioning systems, and security systems, if any (different Building Units may have different amenities).

(3) All amenities attached by Declarant to the Unit (to serve that specific Unit only), or subsequently attached thereto directly by the Unit Owner or at his or her direction, together with any improvements or alterations thereto, although said items may be outside the defined cubicles of air, and shall include but are not limited to the following:

(a) All doors, including garage doors, windows and glass, if any, their casements, a mailbox, and all of their opening, closing, and locking mechanisms and hardware;

(b) All wall and ceiling mounted electrical fixtures and recessed junction boxes serving them and all floor, wall, baseboards or ceiling electrical outlets and switches and junction boxes serving them; and all internal wiring between the foregoing and the main fuse or breaker box.

(c) All cable including but not limited to telephone, fax, television, video, and audio computer, and internet cable and related inlets and outlets, together with all antennae, if any, to the Unit and the junction box serving it lying within the cubicles of air in the Unit and extending until the same leave the boundaries as described under Section 3.02(1), above, and one satellite dish per unit which may be located outside the cubicles of air attached the outside rear of the cubicles of air as described further herein;

(d) All sewer and water piping, parts, water meter, fixtures and equipment within the cubicles of air of the unit extending to the curb cut; and all electrical and gas fixtures and piping, valves and other connecting and controlling materials and devices lying within the cubicles of air in the Unit not owned by a utility company and extending until the same reach the respective meter;

The Sign Unit in the Condominium includes:

(4) The Sign Unit is described as that land as shown on the Plat, and all sign improvements thereto, including all legal air rights above such sign vested in Declarant and ground rights below such approximate 15 foot by 15 foot area for up to 10 feet below the ground surface subject to the rights reserved under Section 2.03, above. The Sign Unit shall be used only for the purposes of housing a sign with the Mark. The use of the Sign Unit may not be changed without unanimous consent of all owners in the Condominium and their mortgagees, and then only for cause. The Sign Unit shall also include all electrical conduit and hook-up for a lighted sign to and from the Sign Unit extending to the point where the electrical line ties in with the electrical power source and separate breaker box if necessary. The Sign Unit shall have an easement over, through and under the Common Area for access for purposes of maintenance, repair, replacement and relocation of the sign and electrical equipment necessary to operate a lighted StorageShopUSA™ sign. The location of the Sign Unit shall be located approximately as shown on **Exhibit II** and as described above unless local sign or setback requirements require it to be further from the right of way. In that case, it shall be as close to the right of way as allowed by zoning law.

3.03 Improvements and Alterations to Unit. A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural

support of any portion of the Condominium, and do not impair any easement or create a nuisance or in any material way affect the use and enjoyment of any other Condominium Unit Owner of their Unit or the Common Elements. [**WARNING: SEE SECTION 3.04 FOR CONSTRUCTION CHANGES**]. A Building Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written approval of the Association. The Association which may charge the requesting Unit Owner(s) a reasonable plan review fee and inspection fee. Any approved improvement or alteration that changes the exterior dimensions of a Building Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, and must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

3.04 Common Ingress/Egress Between Adjoining Units; Removal of Common Wall.

WARNING: Unit Owners may alter their units as long as they do not impair the structural soundness or integrity of any Building or change the exterior appearance of the unit or Building. Unit Owners have no right to enclose limited common elements. The Buildings in the Condominium are specially designed and engineered and no changes may be made to exterior walls, and only limited changes may be made to interior walls. All changes require the consent and review of the Association to make sure no structural damage will occur to the Unit or Common Elements.

A Unit Owner of two adjoining Units whose units are located within a single Building may construct so as to provide and maintain ingress and egress between said adjoining Units, either through a common wall, or by removing all or part of any common wall which separates said adjoining Units, provided that all construction is performed so as to: (i) not change the exterior appearance or outside dimensions of either of said adjoining Units, (ii) not remove, change or relocate any load bearing wall(s) or otherwise weaken the support structure of either of said adjoining Units or common area, and (iii) not create a nuisance substantially affecting the use and enjoyment of other Units or the Common Elements, and further provided that the expenses incurred in connection therewith, and for restoration of any such changes made, so as to conform said Units to the original floor plans as shown on the Condominium Plat, when necessary, are paid by the (respective) Unit Owner(s) of said adjoining Units. In addition, notwithstanding any such interior changes made as herein provided, all adjoining Units shall remain as individual condominium Units for all purposes as herein defined including, but not limited to, voting, payment of required common expenses, condominium dues, fees and assessments.

Such modification(s) shall require the involvement and approval of a structural engineer to the proposed changes and approval of the Association which may charge the requesting Unit Owner(s) a reasonable plan review fee and inspection fee. The creation of such common ingress/egress or removal of common wall does not constitute a relocation of the boundaries of the Units or the merger of Units.

3.05 Relocation of Unit Boundaries, Merger of Units, Separation of Merged Units. Subject to the provisions of Section 703.13 (6), (7) and (8) of the Act, and subject to the requirements of Section 3.04, the owner of adjoining Units may relocate the boundaries between the adjoining Units, merge adjoining Units, and separate a merged or adjoined Unit. Such modification shall require the approval of the Association which may charge the requesting Unit Owner(s) a reasonable plan review fee and inspection fee.

3.06 Identification. Units shall be identified by individual addresses as specified on the Plat, which shall be recorded contemporaneously with this Declaration. A copy of the Plat is attached hereto as **Exhibit II**.

3.07 Unit Type and Modification of Unit Type. Each Building Unit, as specified in Section 2.01, consists of one general type of Unit; however, some Units may include one or more amenities which may include fixtures, demising walls, expanded utilities, upgraded heating and cooling system. The appropriate building permit(s) must be obtained from the Village prior to commencing any modifications to a Building Unit. Regardless of the number or amount of upgrades to a Building Unit, each Unit of the Condominium shall be entitled to one vote.

ARTICLE 4

COMMON ELEMENTS

4.01 Definition. "**Common Elements**" shall mean all of the Condominium except the Units. The President of the Association shall keep a copy of the construction and sewer and water plans relating to the Condominium and all amendments thereto and shall pass the same on to any succeeding President of the Association.

4.02 Description. The Common Elements shall include the land described in **Exhibit I** and all portions of the improvements which are not included in the definition of Unit, including but not limited to the land, the paved driveways, parking areas, private streets, pedestrian walkways, if any, situated on the land, the foundations, columns, pilasters, studs, insulation, girders, beams, supports, main walls (which shall be defined in part as exterior wall and surfaces, structural walls, roof trusses and roofs), that part of the electric, sewer, and water piping not enclosed within a Unit and the fire sprinkler systems, if any, and its associated piping and operating mechanisms serving more than one Unit, and mailboxes and mailbox islands, awnings, water shut off valves, and all tangible personal property used

in the operation, maintenance, and management of the Condominium. No part of the Sign Unit shall be part of the Common Area.

4.03 Use. Except as otherwise provided herein (and subject to the By-Laws and rules and regulations of the Association, as hereinafter defined), the Common Elements shall be available for the use by and enjoyment of owners of all Units. No use may create a nuisance, violate local zoning code, state and local building codes, or materially affect the enjoyment of any Unit Owner of their Unit or the Common Elements. No use of the Common area may be made for any noxious, unsafe, offensive, noisy or obscene purpose. All use of the Common Elements shall be limited in duration. For example, no parking in any Common Element may exist overnight. Each Unit Owner may also place one satellite dish on the rear of their unit attached to the Common Element but the same shall not be larger than 18" in diameter, unless required by federal law.

4.04 Ownership/Conveyance. There shall be appurtenant to the Units an undivided interest in the Common Elements in the percentages specified in **Exhibit III** attached hereto. Any deed, mortgage, lease or other instrument purporting to convey, encumber, or lease any Unit shall be deemed to include the Unit Owner's undivided percentage interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referenced therein. Each Unit shall be entitled to a 1/17th interest in the Common Elements as shown on **Exhibit III**.

ARTICLE 5

LIMITED COMMON ELEMENTS

5.01 Definition. "**Limited Common Elements**" shall mean those Common Elements identified in this Declaration and on the Plat as reserved for the exclusive use of one or more but less than all of the owners of Units.

5.02 Description. The Limited Common Elements and the Unit or Units to which their use is reserved are identified on the Condominium Plat and shall include:

(i) Parking. Each Unit has (2) two assigned parking stalls directly adjacent to the Unit as shown on the Plat. The parking stalls are numbered and assigned to Units as shown on the Plat, and have the same number corresponding to the respective unit. All handicapped labeled parking stalls shall remain general common element. The approximate location of the parking stalls are located approximately as shown on the Plat.

(ii) Mailbox. It is anticipated that each Unit will have a mailbox which is part of the Unit. However, there may be established one or more mail box islands and mail boxes for use by individual Unit Owners. While the ground and general equipment used to establish a mail box shall be the Common Element of the Association, the door to and any cubicles of air within individual mail box unit is assigned to a Unit as a limited common element. The placement of any mail box island and the assignment of limited common elements in such

island(s) shall be established by the Declarant or Association. Each Unit shall be entitled to one mail box limited common element;

(iii) Awning and Awning Sign. Attached to each Unit is an awning which shall be uniform with all other awnings. Each awning is the limited common element of the Unit to which it is attached. Each awning shall contain a non-lighted sign measuring 6” by 49” (inches) on the fascia of the awning as shown on **Exhibit II**. The Association shall insure that each Unit has attached to it in good condition an awning which is identical to all other awnings except for the placement of the name of the respective business on such awning; and

(iv) Water Shut Off Valve. Each Building of the Condominium has one water shut off valve which shall be the limited common element of the Building Units within that Building. Except in the case of emergencies or by mutual consent of each Building Unit Owner, the valve is to remain open.

5.03 Use. 1. Except as otherwise provided herein or in the By-Laws or rules of the Association, or as regulated by the Association, pursuant to its adopted rules and regulations, the manner of use of the Limited Common Elements shall be determined solely by the Unit Owner or Owners, as hereinafter defined, who have the exclusive use of such Limited Common Elements. Notwithstanding the above, no use of any Limited Common Element may be used for any noxious, illegal, or immoral purpose, and no use of any Limited Common Element may adversely affect the use of any Common Area, Unit or any other Limited Common Element or in any other way create a nuisance.

2. Limitation. No parking shall be allowed on any common or limited common element overnight and there shall be no parking in the drive lanes. The awning signs shall be in strict compliance with the dimensions and type shown on **Exhibit II**.

5.04 Improvements to Limited Common Elements. A Unit Owner may improve the limited common elements appurtenant exclusively to that owner's Unit if all of the following conditions are met²:

1. A statement describing the improvement, including a description of the project, the materials to be used, and the project's proposed impact on the appearance of the condominium, and identifying the project contractor is submitted to the board of directors of the Association.
2. The improvements will neither interfere with the use and enjoyment of the Units of the other Unit Owners nor the Common Elements or Limited Common Elements of the Condominium.
3. The improvement will not impair the structural integrity of the Condominium.
4. All costs and expenses of the improvement and any increased costs of maintenance and repair of the Limited Common Elements resulting from the improvement are the obligation of the Unit Owner. The Unit Owner shall

² Except the Sign Unit which may modify the limited common element building signs, if any, without approval.

protect the Association and other Unit Owners from liens on property of the Association or of other Unit Owners that otherwise might result from the improvement.

5.05 Temporary Limited Common Elements. During the original construction of a Building that will, when finished, contain one (1) or more Units or other improvements, the building site or site of other improvements shall be designated as a **Temporary Limited Common Element**. The building/improvement site shall be more specifically determined by the Declarant or its assigns, which shall have the exclusive use of such area during the construction period (for the Declarant and the Declarant's contractors and subcontractors and respective employees and agents), and Declarant shall be responsible for all costs of the original construction, road and parking improvements, and landscaping within the building site. Subject to Declarant control, upon the issuance of an occupancy permit for a Unit or Units within the Building by the municipality in which the Condominium is located, the temporary Limited Common Element for the building site shall terminate as to those Units completed with occupancy permit.

ARTICLE 6

USES

6.01 Commercial Purposes Only. The Units, Limited Common Elements, and Common Elements of the Condominium shall be used for commercial purposes only, and shall not be used for residential use. *Each Unit Owner shall file with the Declarant (or Association after control has been turned over) a statement as to the intended use of the Unit. The Association shall keep on file the statement of use. Each Owner shall update and file with the Association the statement of use if the actual usage changes from the use as stated in the original statement of use. By purchasing a Unit, each Unit Owner hereby consents that such statement of use and amendments may be supplied to local health, safety and zoning officials upon request by the same.*³ See also paragraphs 3.01 and 10.04 of this Declaration.

Provided the same does not interfere with the enjoyment of any other Unit Owner of a Unit, the Common Elements, or the Limited Common Elements, Unit Owners may use their Unit for any purposes allowed by the current or future zoning and federal, state and local building use laws and zoning laws. Parking availability may affect certain uses. **It shall be the duty of a Unit Owner to seek information about and comply with such codes and restrictions. The use of a Unit may affect the rights to use an adjacent Unit (e.g. firewall requirements). No Owner may use their Unit in such a manner as to alter or change the existing use privileges of an adjacent Unit.** Also, the use of the Units, Limited Common Elements and Common Elements shall comply with all Ordinances of the municipality in which the Condominium is located, and any other restrictions as contained in

³ The commercial operation of an auto repair shop and commercial welding shop are specifically prohibited uses. Current zoning is C-H in the village of McFarland, Dane County, Wisconsin.

the Association By-Laws and any rules and regulations adopted by the Association. No use may unreasonably interfere with the use and enjoyment of the Common Elements or other Units by other Unit Owners. There shall be no storage or use of hazardous material, and there shall be no storage of any other material or activity, which would increase the insurance rates on the Condominium. Owner shall be responsible for all improvements necessary for Unit to accommodate a particular type of use (for example, for general office use, upgraded heating and cooling may need to be installed).

Overhead doors shall remain closed and used strictly for person or vehicle ingress and egress.

In addition to such restrictions noted above, commercial wood working shall be allowed only if such use is approved by the Plan Commission, complies with all building codes and other use restrictions and insurance is maintained as described under Article 10, below.

Each user of a Building Unit shall promptly submit proof of the Association that their use complies with all zoning and building codes. The Association is granted a private right to monitor the use of each Unit for purposes of this Section 6.01. In the event a Unit Owner is violating this Section 6.01, the Association may give notice to the Unit Owner of such violation, and, except as to hazardous substances which shall be removed immediately, the Unit Owner shall have 30 days to correct such violation. If the same is not corrected in a timely manner, the Association may assess the Unit Owner a penalty between \$25.00 to \$100.00 per day for a continued violation of this Section 6.01, which assessments shall be applied in ultimate good faith by the Association.

6.02 Leasing. A Unit may be leased or rented. However, a Unit Owner, other than the Declarant, may not rent or lease a Unit except as provided below (Declarant shall not be subject to these restrictions):

1. The rental agreement or lease (“**Lease**”), and any amendments, extensions or renewals, shall be in writing and a copy given to the Association President. Prior to the Unit Owner entering into said Lease or amending, extending or renewing same, the proposed tenant or assignee shall enter into a written agreement agreeing to be bound by the terms and conditions of this Declaration, the Bylaws, the Rules and all other regulations of the Association and such lessee or assignee agrees to submit themselves to the governing jurisdiction of the Association.
2. The Association may further limit the renting or leasing of Units pursuant to its rule/regulation making authority.
3. There shall be no leasing to any person or entity which will perform commercial wood working.

Any restrictions against leasing contained in this Section 6.02 shall not apply to leases of the Units by the Declarant or leases of the Units by the Association.

6.03 Sign Restriction. Except for Association identification signs and Sign Unit (as well as its limited common elements), traffic control signs, maintenance building identification signs and building address signs, and the sign allowed on the awning of each Unit as limited common element, and such other signs as approved in the rules and regulations, no signs, advertisement, notice, or other lettering shall be exhibited on any portion of any Unit or on any other portion of the Condominium property, except the Declarant shall have the right to exhibit one or more temporary project identification signs and sale office signs with related marketing information and "For Lease" or "For Sale" signs in Units owned by the Declarant. The Association shall not remove such signs. Moreover, limited and temporary sale signs for Units not owned by the Declarant, open house signs, garage sale signs, election signs and other signs as may be permitted by the Association. The Association Board of Directors is granted full and broad discretion in adopting rules regulation as to such signs.

6.04 Animal Restriction. No animals are permitted on any part of the Condominium land, including, but not limited to, any Unit, Common Area, Limited Common Element, or Temporary Limited Common Element, except as allowed by the Rules of the Association.

6.05 Enforcement. This Article 6 shall be binding upon all Unit Owners and shall be enforced in the Remedies set forth in Article 19 hereof, including the private right of the Association to enforce zoning and building code violations. Any and all attorneys' fees and other expenses incurred by the Declarant or the Association in the enforcement of this article shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit.

6.06 Dumpster. No dumpster is provided to any Unit and no dumpster of any unit shall be located outside of the Unit; except that Declarant or the Association may provide on the Common Area a dumpster or dumpsters for all Units.

ARTICLE 7

UNIT OWNER

A "**Unit Owner**" shall mean a person, combination of persons, partnership, corporation, limited liability company or other legal entity, who or which holds legal title to a Unit; provided, however, that in the event equitable ownership has been conveyed in the Unit by means of a land contract or other similar document, "**Unit Owner**" shall mean the land contract purchaser. The Declarant shall be included in the definition of Unit Owner with regard to unsold Units for which an occupancy permit has been issued by the municipality in which the Condominium is located.

ARTICLE 8

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

8.01 Definition. "**Association**" shall mean the StorageShopUSA – McFarland Condominium Unit Owners' Association, Inc., a Wisconsin non-stock corporation organized and existing under and pursuant to Chapter 181, Wis. Stats.

8.02 Membership. Every Unit Owner shall be entitled and required to be a member of the Association and shall be subject to its Articles of Incorporation, By-Laws, and rules and regulations adopted by it for use and management of the Condominium. By becoming members of the Association, each Unit Owner automatically assigns the management and control of the Common Elements of the Condominium to the Association. If title to a Unit is held by more than one person, each of such persons shall be a member. A Unit Owner of more than one Unit shall be entitled to one membership for each Unit owned by such Unit Owner(s). Each such membership shall be appurtenant to the Unit upon which it is based, and shall be transferred automatically by conveyance of that Unit. No person(s) or entity other than a Unit Owner or Declarant may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a lien on a Unit.

8.03 Voting Rights. Each Unit shall be entitled to one (1) indivisible vote in the Association, subject however, to suspension as provided herein. If a Unit is owned by more than one (1) person, the vote for the Unit shall be cast as agreed by the persons who have an ownership interest in the Unit, and if only one such person is present it is presumed that person has the right to cast the Unit vote unless there is contrary evidence presented. In the event they cannot agree on the manner in which the vote is to be cast, no vote may be accepted from the Unit. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and current mailing address Mortgagee of the Unit, if any, has been provided to the secretary of the Association. The Bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien or to pay such obligation has not been paid at the time of voting. Further, as provided in Article 7 hereof, one who holds a land contract purchaser's interest or other such equitable interest in a Unit shall be considered the Unit Owner. However, for purposes of being eligible to vote as a member of the Association, the land contract or other document establishing the equitable interest, or an instrument providing constructive notice of such interest, must be recorded in the office of the Dane County Register of Deeds. The merger of one or more Units or the removal of one or more demising walls shall not affect or change the Units as originally designed and each original Unit shall always be counted for one (1) vote regardless of the modifications. There shall be 17 Units in the Condominium, and Declarant shall have the right to exercise the vote for all unsold units.

8.04 Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, except as provided in Section 8.05, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) ten (10) years from such date, unless the statute governing such period of Declarant control is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers, or (c) thirty (30) days after the Declarant=s election to waive its right of control. Declarant shall at all times have the continued right to develop the Condominium in general compliance with this Declaration, and nothing in this Declaration shall affect Declarant's right to modify any building, layout, or other development aspect provided the same does not affect any Unit Owner's percentage ownership in the Condominium.

8.05 Board of Directors. The affairs of the Association shall be governed by a board of directors. Prior to the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Unit Owners shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the board of directors. Prior to the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the board of directors. For purposes of calculating the percentages set forth in Section 8.04 and this Section 8.05, the percentage of Common Element interest conveyed shall be calculated by dividing the number of Units conveyed by the total number of Units under this Declaration and the Condominium Plat.

8.06 Supplement. The provisions of this Article are to be supplemented by the Articles of Incorporation, By-Laws, and rules and regulations of the Association, provided, however, that no such supplement shall substantially alter or amend any of the rights or obligations of the Owners as set forth herein.

ARTICLE 9

REPAIRS AND MAINTENANCE

9.01 Units. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit, except to the extent any repair cost is paid by any Association's insurance policy described in Article 11. Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Article 13.

9.02 Limited Common Elements. Each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, general cleanliness and presentability of the Limited Common Elements which use is reserved to the Unit. If the Unit Owner fails to maintain the general cleanliness and presentability of a Limited Common Element. The Association, upon fifteen (15) days prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Article 13.

9.03 Common Elements. Except as hereinabove provided, the Association shall be responsible for the management and control of the Common Elements and Limited Common Elements and shall maintain the same in good, clean, and attractive order and repair. In addition, the Association shall be responsible for providing and maintaining all Limited Common Elements; for snow plowing all sidewalks, driveways, private streets, general parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, and parking areas. Unless otherwise undertaken by the Association, each Unit Owner shall be responsible for snow and ice removal from their assigned parking stalls, notwithstanding the above (e.g., if for some reason the Association does not perform such items, the duty shall fall to the Unit Owners, including taking care of adjacent non-assigned parking stalls).

Notwithstanding the above, all Unit Owners shall be responsible for shoveling their limited common element parking areas.

9.04 Entry By Association. The Association may enter any Unit and Limited Common Elements at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of Units as set forth in Sections 9.01 and 9.02, or of public utilities, or for any other matter for which the Association is responsible. Except in the case of emergency, no entry may be had by the Association until the expiration of twenty-four (24) hours from the date written notice is provided to the Unit Owner that maintenance, construction or repair is necessary and, in any event, entry shall be made with as little inconvenience to the Unit Owner as possible under the circumstances. In the event the Association reasonably believes that an emergency situation exists, the Association may enter an Owner's Unit without prior notice to said Owner. Any damage caused thereby shall be repaired by the Association and shall be treated as a Common Expense as hereinafter defined.

9.05 Damage Caused by Unit Owners. To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements, Limited Common Element or the Units is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant, or occupant of a Units, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element, Limited Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof) or (iii) the Association is required to restore the Common Elements, Limited Common Element or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall be paid within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Article 13.

ARTICLE 10

INSURANCE

10.01 Fire and Extended Loss Insurance for the Common Elements. The Association shall obtain and maintain fire, and broad form insurance coverage for full replacement value of the Common Elements and Buildings, for the Unit as originally constructed as of the date the occupancy permit for the Unit was originally issued, and for the Association's service equipment, supplies and personal property. Insurance coverage for the Common Elements shall be reviewed and adjusted by the board of directors of the Association from time to time to ensure that the required coverage is at all times provided. The insurance maintained by the Association shall be written on the Condominium's Common and Limited Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective percentage interests in the Common Elements, and may list each Unit Owner as an additional insured with respect to its Unit.

The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article 10.

10.02 Public Liability Insurance. The Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$2,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective percentage interests in the Common Elements. Such insurance policy shall contain a severability of interests or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

10.03 Fidelity Insurance. The Association shall maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be the named insured, and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves.

10.04 Unit Owners' Insurance. Maintenance of insurance by the Association shall not relieve or prohibit Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or with additional insured risks, including property damage and public general liability insurance on their respective Units. ***Moreover, each Unit Owner shall obtain and maintain condominium owners Form 6, or commercial equivalent, fire and broad form insurance coverage for full replacement value of all improvements to the Unit made after issuance of the original certificate of occupancy, as well as specific coverage as to a particular use.*** (In addition, Unit Owners are strongly encouraged to obtain various types of insurance, including but not limited to, liability and property damage and public general liability insurance, because of the potential for great loss to any individual Unit Owner. Unit Owners are encouraged to submit copies of the disclosure materials to their insurance carriers in order to ensure adequate property and liability coverage on their personal property, Units, and Limited Common Elements appurtenant to such Units.) The Association may, but shall not be obligated to, obtain and maintain fire and broad form insurance coverage for all improvements to the Units made after issuance of the original certificate of occupancy and all or some of the improvements located therein for not less than the full replacement value thereof, and if it does so elect to carry such insurance coverage, the cost of same shall be treated as a Common Expense, and the Unit Owners' obligation to do so shall be suspended as long as such coverage is maintained by the Association.

Anyone intending to use a Building Unit for the purpose of commercial wood working may only do so if: (i) they own both Building Units in the same Building; (ii) the activity is separately endorsed as part of their Unit Owner's insurance; (iii) said insurance is approved by the Association Board of Directors and, (iv) and the use is approved by the Plan Commission.

10.05 Administration. Any and all premiums associated with the insurance purchased by the Association shall be Common Expenses. The Association shall act as the trustee for the purpose of obtaining insurance coverage and for the receipt, application, and disbursement of proceeds. All insurance shall be obtained from generally acceptable insurance carriers qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, or equivalent rating, unless the board of directors by unanimous vote or consent determine otherwise, which carriers must meet in any event the guidelines established by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation or their respective successors.

10.06 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

10.07 Disbursement. Insurance proceeds for damage or destruction of the Common Elements shall first be disbursed by the trustees for the repair or restoration of the damaged Common Elements, and the Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless a court has ordered partition of the Condominium property or there is a surplus of insurance proceeds after the Common Elements have been completely repaired or restored.

10.08 Commencement. All Association insurance required by this Declaration shall be purchased and maintained by the Association commencing on or before the date of the sale of the first Unit.

ARTICLE 11

RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

11.01 Determination to Reconstruct or Repair. If all or any part of the Common Elements become damaged or are destroyed by any cause, the damaged Common Elements shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds by an amount of up to \$10,000.00 times the number of Units then making up the Condominium. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to so repair or reconstruct. If such authorization is challenged, whether through action taken at a meeting of Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners, and such repair or reconstruction shall be deemed approved if the votes appurtenant to any one Unit are cast in favor of such repair or reconstruction in a simple majority.

11.02 Plans and Specifications. Any reconstruction or repair shall, as far as is practicable and unless otherwise required due to changes in the building or zoning code, be made in accordance with the maps, plans, and specifications used in the original construction of the damaged Common Elements, unless (1) a majority of the first Mortgagees (one vote per mortgaged Unit) approve of the variance from such plans and specifications; and (2) the board of directors of the Association authorizes the variance in the case of reconstruction or repair to the Common Elements. If a variance is authorized from the maps, plans, and specifications contained in the Plat or this Declaration, an addendum to Condominium Plat or amendment to Condominium Declaration as necessary shall be recorded by the Association setting forth such authorized variance.

11.03 Responsibility for Repair. In all cases after a casualty has occurred to the Common Elements, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

11.04 Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Article 10 shall be disbursed by the Association for the repair or reconstruction of the damaged Common Elements. The Association shall have no responsibility to repair, reconstruct, or replace any Unit or any improvements located within a Unit. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged Property has been completely restored or repaired as set forth in Section 10.06. (Any insurance purchased by the Association pursuant to Section 10.04 shall be held by the Association as Trustee for the subject Unit Owner(s) and used to pay for Unit Owner repairs to the extent that insurance funds are available. The Association shall not be liable for any deficiencies.)

11.05 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association (other than deficiencies in funds available to make repairs to a Unit or Units), a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be in proportion to each Unit Owner=s percentage interest in the Common Elements. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

11.06 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements or any Property taken by eminent domain are referred to herein as AConstruction Funds. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repair will be insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective percentage interests in the Common Elements.

11.07 Damage or Destruction of Unit. Following any damage or destruction to any improvements located within any Unit, the Unit Owner shall repair and restore such Unit to its condition prior to the damage or destruction as soon as possible but in any case within two hundred seventy (270) days of the damage or destruction.

ARTICLE 12

EMINENT DOMAIN/CONDEMNATION

12.01 Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) Every Unit Owner shall be allocated the entire award for the taking of all or part of the respective Unit or any improvements located therein and for consequential damages to the Unit or improvements located therein.

(b) If no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Unit Owners in proportion to their respective percentage interest in the Common Elements.

12.02 Determination to Reconstruct Common Elements. Following the taking of all or part of the Common Elements, the Common Elements shall be restored or reconstructed.

12.03 Plans and Specifications for Common Elements. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the taken Common Elements unless approved by the board of directors of the Association and a majority of the first Mortgagees shall authorize a variance

from such plans and specifications. If a variance is authorized from the maps, plans, or specifications contained in the Condominium Plat or this Declaration, an addendum to the Condominium Plat or an amendment to the Condominium Declaration shall be recorded as necessary by the Association setting forth such authorized variances.

12.04 Responsibility for Reconstruction. In all cases after a taking of all or part of the Common Elements, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild. Each Unit Owner shall be responsible for rebuilding his or her Unit.

12.05 Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Unit Owner's respective percentage interest in the Common Elements and shall constitute a Common Expense.

12.06 Surplus in Construction Fund. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective percentage interests in the Common Elements.

12.07 Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the percentage interest in the Common Elements appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all of the Units, determined without regard to the value of any improvements located within the Units. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Units. Such amendment need be signed only by two officers of the Association.

ARTICLE 13

COMMON EXPENSES/GENERAL AND SPECIAL ASSESSMENTS

13.01 Common Expenses. Any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance of the Common Elements and administration of the Association shall be deemed to be common expenses (the **Common Expenses**), including, without limitation, expenses incurred for landscaping and lawn care, snow shoveling and plowing; improvements to the Common Elements, common grounds security lighting, municipal utility services provided to the Common Elements, trash collection provided by the Association, and maintenance and management salaries and wages or fees.

13.02 General Assessments. Except as to the Sign Unit and unsold units, the Association shall levy monthly general assessments (the General Assessments) against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. Excluding the Sign Unit, the General Assessments against the Unit Owners shall be assessed as set forth in **Exhibit III**, except that until occupancy permits have been issued for all Units, the General Assessments for insurance premiums shall be levied evenly against all Units for which occupancy permits have been issued. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act. During the period of Declarant control of the Association under Section 703.15(2)(c) of the Wisconsin Statutes, no General Assessments shall be assessed against any Unit owned by Declarant. During the period of Declarant control, however, the General Assessments payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if Declarant's Units were subject to full General Assessments, based on the annual operating budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total General Assessments payable by Unit Owners other than Declarant do not cover total Common Expenses. Furthermore, if the Association has established a statutory reserve account under Section 703.163 of the Wisconsin Statutes, (a) no reserve fund assessments shall be levied against any Unit until a certificate of occupancy has been issued for that Unit, and (b) payment of any reserve fund assessments against any Unit owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such Unit, or (ii) five years from the date exterior construction of the Building in which the Unit is located has been completed. Notwithstanding this Section 13.02 and **Exhibit III**, the Sign Unit shall pay to the Association \$100.00 per annum as its common expense payment, which shall also cover expenses related to separate real estate taxes and insurance assessed against the Sign Unit.

13.03 Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the Special Assessments) against the Unit Owners, or any of them, for deficiencies in the case of unit or limited common element maintenance as required of the Unit Owner or destruction or condemnation as set forth in this Declaration; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, , or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act. Notwithstanding this Section 13.03, the Sign Unit shall not be assessed or be required to pay any special assessment.

13.04 Common Surpluses. If the surpluses of the Association (the Common Surpluses) should be accumulated, other than surpluses in any construction fund, such Common Surpluses may be credited against the Unit Owners General Assessments in proportion to their respective percentage interests in the Common Elements or may be used for any other purpose as the Association may determine. Notwithstanding this Section 13.04, the Sign Unit shall not be entitled to any common surplus.

13.05 Certificate of Status. The Association shall, upon the written request of an owner, purchaser, or Mortgagee of a Unit (as defined below), issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

13.06 Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the Manager) under which services may be provided to the Unit Owners to create a community environment for the entire Condominium community. Such services may include, without limitation, provision of activity programs, community lounges, and housekeeping services. Certain of such services may be available only on a fee-for-services basis by agreement between the Manager and individual Unit Owners. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Owners as a Common Expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes.

13.07 Enforcement. The assessments, both general and special, of Common Expenses, together with such interest as the Association may impose hereunder or in the By-laws for delinquencies and with the costs of collection and actual attorney fees, shall constitute a lien on the Units against which they are assessed. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.16 of the Wisconsin Statutes.

13.08 Suspension of Voting Rights. If any assessment, both general and special, of Common Expenses is delinquent and a statement of Condominium lien as described in Section 703.16(9) of the Wisconsin Statutes has been recorded against a Unit, the Association may suspend the voting rights of the delinquent Unit Owner.

13.09 Unit Sale. Except as otherwise provided herein, unpaid Common Expenses assessed against a Unit shall be a joint and several liability of the seller and purchaser in a voluntary transfer of the Unit if a statement of Condominium lien covering the delinquency shall have been recorded prior to the transfer.

13.10 Lien for Non-Payment. The Association shall have a lien, from the date an assessment is made, upon any Unit for assessments made against that Unit, which assessments remain unpaid. The lien shall secure payment of the assessment, interest, and costs of collection, including reasonable attorney fees. The lien may be recorded in the Dane County Register of Deeds office by an instrument executed by the Association and may be

foreclosed. The Unit Owner shall be personally liable for all unpaid assessments, interest, and costs of collection including actual attorneys' fees. This liability shall not terminate upon transfer of ownership or upon abandonment by the Unit Owner. When any lien is foreclosed, if the Unit Owner remains in possession of the Unit, he or she shall pay a reasonable rental value of the Unit. The Association shall be entitled to the appointment of a receiver of the Unit as a matter of strict right. Assessments shall be paid without offset or deduction. No Unit Owner may withhold payment of any assessment or any part thereof because of any dispute that may exist among a Unit Owner, the Association, the Declarant, or any of them. Rather, the Unit Owner shall pay all assessments pending resolution of any dispute.

13.11 Foreclosure. In the event the Mortgagee of a first mortgage of record or any other purchaser of a Unit obtains title to the Unit as a result of foreclosure of a mortgage, or as a result of a conveyance in lieu of foreclosure, such purchaser or his or her successors and assigns shall not be liable for the total share of Common Expenses or assessments by the Association pertaining to such Unit or chargeable to the former Unit Owner, which Common Expenses or assessments became due prior to the acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible proportionately from all of the Unit Owners.

13.12 Reserve Fund. The Association shall establish and maintain a reserve fund for payment of nonrecurring operating contingencies. Each annual condominium budget shall include funding for the reserve fund at a level determined appropriate by the Association. This reserve fund shall not be a Statutory Reserve Account under section 703.163 of the Wisconsin Statutes.

ARTICLE 14

POWERS OF DECLARANT

14.01 Declarant Control. Except as provided in Section 703.15(2)(d) of the Wisconsin Statutes, Declarant reserves the right to appoint and remove officers and directors of the Association and to exercise the powers and responsibilities of the Association, its members, and its directors until the earlier of either of the following shall occur: (i) expiration of three (3) years from the date this Declaration is recorded; or (ii) thirty (30) days after conveyance of seventy-five percent (75%) of the Common Elements to purchasers. During this period, Declarant shall have the full and exclusive right to take all action on behalf of the Association, including but not limited to, the right to (a) enter into leases of Units, (b) make contracts and agreements on behalf of the Association for the maintenance, operation, and management of the Condominium, (c) determine, levy, and collect assessments, (d) grant easements, and (e) enact and enforce rules and regulations for the use of the Condominium. Any contracts or agreements entered into by Declarant on behalf of the Association with Declarant or an affiliate of Declarant shall not extend for a period exceeding one (1) year; provided, however, that such contracts or agreements may be automatically renewable if a reasonable period for giving notice of termination is provided at

the end of each term. Furthermore, any such contracts or agreements shall provide for termination by either party without cause and without payment of a termination fee upon at least ninety (90) days prior written notice.

14.02 Termination of Control. Upon termination of the above specified period, or upon the earlier, voluntary relinquishment of control by Declarant, control of the Association shall be turned over to the Unit Owners; provided, however, Declarant reserves the right to name one member, who may be a non-Unit Owner, of the Board of Directors until all Units have been conveyed to Unit Owners in fee simple. Notwithstanding any provision to the contrary, Declarant reserves the following rights: (i) to continue any unfinished development work on any unsold Unit and on the Limited Common Elements and Common Elements (including obtaining any necessary easements therefor); (ii) to conduct promotional and sales activities using unsold Units and the Limited Common Elements and Common Elements, which activities shall include but need not be limited to maintaining sales and management offices, model Units, parking areas, and advertising signs; and (iii) to do all other acts Declarant shall deem reasonably necessary in connection with the development and sale of the remaining Units. However, any such acts shall not violate the rights of the Unit Owners or their Mortgagees or unreasonably interfere with the use and enjoyment of the Units, Limited Common Elements, or Common Elements. Furthermore, Declarant shall be responsible for any damages resulting from the exercise of such rights. Declarant shall also have the right to grant easements over, through, or under any part of the Condominium for the benefit of the Condominium as a whole or any part thereof.

14.03 Assignability of Declarant's Rights. The Declarant reserves the right to assign its declarant rights, powers and obligations by a written recorded instrument to any other party who assumes such rights, powers and obligations. Upon the recording of any such assignment, such assignee shall become the "Declarant" under this Declaration and shall succeed to all such rights, powers and obligations. Such amendment need be signed only by the assignor and the assignee named therein.

ARTICLE 15

RIGHT TO EXPAND

The Declarant reserves the right to expand to Lot 1 CSM _____ as shown in **Exhibit IV**.

ARTICLE 16

AMENDMENTS

Except as otherwise provided herein, this Declaration may only be amended by the written consent of at least sixty-six and 2/3rds percent (66 2/3 %) of the Unit Owners, provided, however, that no such consent is effective until approved in writing by each of the consenting Unit Owners' underlying Mortgagee and, further provided, that no such amendment may substantially impair the security of any nonconsenting Unit Mortgagee. For

purposes of this provision and Declaration, each Unit shall have one (1) vote. No amendment to the Declaration affecting the status or rights of the Declarant may be adopted without the written consent of Declarant. No amendment to this Declaration shall be effective until an instrument containing the amendment and stating that the required consents or votes were duly obtained, signed on behalf of the Association, and duly acknowledged or authenticated, is recorded with the Dane County Register of Deeds. A copy of the amendment shall be mailed or personally delivered to each Unit Owner at such Unit Owner's address on file with the Association. Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purpose of clarification and correction of errors and omissions.

ARTICLE 17

NOTICES

17.01 Notices to Registered Agent and Address. The person to receive service of process for the Condominium or the Association shall be StorageShopUSA-McFarland, LLC, at 4610 Milwaukee Street, Madison, Wisconsin 53714, or such other person as may be designated from time to time by the Association, which designation shall be filed with the Wisconsin Department of Financial Institutions or successor office.

17.02 Notices to Unit Owners. All notices required to be sent to Unit Owners shall be in writing, personally delivered or sent by first class mail to the Unit Owner's address. Said address shall be the address of the Unit owned by the Unit Owner in the Condominium, unless said Unit Owner has provided to the Association, in writing, another address for delivery of notices. For purposes of this Declaration, all time periods with respect to notice shall commence on the date that notice is personally delivered or the date upon which notice is mailed to the Unit Owner. It is acknowledged by all Unit Owners that personal service or mailing shall constitute sufficient notice for the purposes of this Declaration.

17.03 Notices to Mortgagees/Land Contract Vendor. Any first mortgagee or land contract vendor of a Unit, upon written request to the secretary of the Association, shall be entitled to notice of any default which is not cured within sixty (60) days in the performance by an individual Unit Owner of any obligation under the condominium declaration, by-laws, rules and regulations, and related documents. Notice shall be given by personally delivery or sent by first class mail to the Mortgage at the address provided for in said written request.

ARTICLE 18

REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date

of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the Village of McFarland or the County of Dane to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VII), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and, secondly, to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefore. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article 12. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

ARTICLE 19

EASEMENTS

A blanket easement is hereby reserved over, through and underneath the Units (subject to Section 3.01(4)), the Limited Common Elements, and the Common Elements for ingress and egress for present and future utility services, including but not limited to, easements for drainage, water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, electrical wires, cable TV wires, security wires, street lights and for any other purposes for which a blanket easement is created upon, across, over,

through or under the herein described real estate for the purposes set forth above, whether or not any such (blanket) easement or easements are shown on the exhibits attached hereto. Specific easements for drainage, utility service, including but not limited to installation, replacement, repair and maintenance of all utility and service lines and systems as set forth above, are hereby reserved to the Declarant and the Association. Specific easements for ingress and egress, other than as set forth above, are reserved to the Declarant and the Association for the purpose of installation or making any repairs and/or maintenance to any utility such service lines and/or systems, including drainage, which are the obligation of the Association. The Association shall be responsible for any damage resulting from such installation, maintenance and/or repairs as set forth above. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Declarant and the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the board of directors.

ARTICLE 20

GENERAL

20.01 Utilities. Each Unit Owner shall pay for his or her telephone, electrical, cable, natural gas, and other utility services, including sewer and water, which are separately metered or billed for each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses. The Association shall have the right to use any outside water connections billed to a Unit Owner's water meter to provide water for maintenance of exterior common elements (lawn, trees and shrubs) adjacent to and in the vicinity of the Unit.

20.02 Encroachments. If any portion of a Unit, Limited Common Elements or Common Elements encroaches upon another, an easement for the encroachment and its maintenance shall exist. In the event all or a portion of the Condominium is damaged and subsequently reconstructed, the Unit Owners shall allow encroachments on the Units, Limited Common Elements, or on the Common Elements during construction, and easements for such encroachments and their maintenance shall exist. The Declarant or Association may record an amended condominium plat showing such as built Units, Limited Common Elements or Common Elements.

20.03 Nuisances. No nuisances shall be allowed upon the property comprising the Condominium, nor any use or practice that is unlawful or interferes with the peaceful

possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

20.04 Invalidity of a Provision. If any of the provisions of this Declaration, of the Association's Articles of Incorporation, if any, of the Association's By-laws, or of any rules and regulations adopted by the Association, or any portion thereof, shall be determined to be invalid by a court of competent jurisdiction, the remaining provisions and portions thereof shall not be affected thereby.

20.05 Conflict in Condominium Documents. In the event a conflict exists among any provision of this Declaration, the Articles of Incorporation, if any, the By-Laws, or any administrative rules and regulations, or between any of them, the order of priority of prevalence shall be the Declaration, the Articles of Incorporation, the By-Laws and the administrative rules and regulations, in that order.

20.05 Warranties. The Declarant has made no warranty or representation in connection with the Condominium, except as specifically set forth in this Declaration. No person shall rely upon any warranty or representation unless contained in this Declaration. Any estimates of Common Expenses, taxes, or other charges shall be considered estimates only, and no warranty or guarantee of such amounts shall be made or relied upon.

20.07 No Right of First Refusal. The right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit shall not be subject to any right of first refusal or similar restriction for the benefit of Declarant or the Association.

20.08 Homestead. The Condominium, or any portion thereof, shall not be deemed to be homestead property of the Declarant.

IN WITNESS WHEREOF, this Declaration has been executed this _____ day of May, 2007.

STORAGESHOPUSA–MCFARLAND, LLC

By: _____
Gregory Thompson, Agent

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this _____ day of May, 2007, the above-named Gregory Thompson, to me known to be the Agent of StorageShopUSA–McFarland, LLC, who executed the foregoing and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

CONSENT

_____, Mortgagee, hereby consents to the foregoing Declaration of Condominium.

Dated: _____, 2007

Farmers Savings Bank, Mortgagee
By: _____
Name: Mark Norman
Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of May, 2007, the above-named _____ to me known to be the person who executed the foregoing and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

Drafted By:
Attorney Jeffrey J. Bartzen
Murphy Desmond S.C.
Post Office Box 2038
Madison, WI 53701-2038

EXHIBIT I

STORAGESHOPUSA – MCFARLAND, LLC

Legal Description

Lot 2, CSM _____, Village of McFarland, Wisconsin, recorded in the Office of the Register of Deeds for Dane County, Wisconsin, January ____ 2007, in Volume ____ of Certified Survey Maps, Pages _____, as Document No. _____

Tax Parcel No. **0710-342-7090-1 (old)**

EXHIBIT II

STORAGESHOPUSA – MCFARLAND
Condominium Plat and Drawings

EXHIBIT III

STORAGE SHOP USA – MCFARLAND CONDOMINIUM

Ownership of Common Elements

Each Unit Owner shall be entitled to an undivided **one-seventeenth (1/17th)** interest in the Common Elements as a tenant-in-common with all other Unit Owners of the Condominium, and, except as otherwise limited in the Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such Units permitted by the Declaration, which right shall be appurtenant to and run with each Unit.

Each Unit's percentage of ownership in the Common Elements shall be subject to such easements as Declarant has granted, or may hereafter grant to public utilities including, but not limited to, gas, electric, telephone, cable television, and sewer and water service, all of which may be granted by the Declarant without the consent of the Unit Owners.

Common Expense Allocation

The Unit Owner's liabilities for Common Expenses (subject to Section 13.08 of this Declaration), and the rights to Common Surpluses, all with regard to the entire Condominium, shall be an undivided **one-sixteenth (1/16th)** interest for each Building Unit Owner, it being understood that the owner of Sign Unit shall have no liability for Common Expenses or right to Common Surplus except as provided herein. The Sign Unit shall have a limited obligation to contribute towards expenses of the Condominium. The Sign Unit shall be responsible for those extraordinary expenses which are caused by such Sign Unit Owner's intentional acts and as specified in Section 13.02; and the Sign Unit shall pay to the Association on the first Tuesday of each February the sum of \$100.00 as its contribution towards Common Expenses and its real estate taxes and insurance.