



DocId:10156140  
Tx:9394043

NINTH AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
5826942  
04/18/2022 12:26 PM  
Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 36

CROSSWINDS AT HAWK'S LANDING CONDOMINIUMS

Record this document with the Register  
of Deeds

Name and Return Address:  
Lydia J. Chartre, Esq.  
Husch Blackwell LLP  
33 E. Main St., Suite 300  
Madison, WI 53701

(See Exhibit B for Parcel I.D.  
Numbers)

PINs  
Parcel No. 0708-334-0601-4

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

Timothy M Parks, for  
Director of Planning and Community & Economic Development  
City of Madison

12 April 2022  
Date

THIS INSTRUMENT DRAFTED BY:  
LYDIA J. CHARTRE

**NINTH AMENDED AND RESTATED DECLARATION OF CONDOMINIUM**  
**OF**  
**CROSSWINDS AT HAWK'S LANDING CONDOMINIUMS**

**ARTICLE I**

**SUBMISSION TO THE ACT/STATEMENT OF PURPOSE**

WHEREAS, on or about January 31, 2001, the Declaration of Condominium of Crosswinds at Hawk's Landing Condominiums (the "**Condominium**") dated January 29, 2001, was recorded in the Dane County Register of Deeds Office as Document No. 3284051 (the "**Original Declaration**"), and contemporaneously therewith a Condominium Plat was recorded in Volume 3-123A of Condominium Plats, Pages 1-4 as Document No. 3284052 (the "**Original Plat**"); and

WHEREAS, on or about March 7, 2002, an Amendment No. One to Declaration of Condominium of Crosswinds at Hawk's Landing Condominiums dated March 4, 2002, was recorded in the Dane County Register of Deeds Office as Document No. 3456556 (the "**First Amendment**"), and contemporaneously therewith an Addendum Number One to the Original Plat was recorded in Volume 3-183B of Condominium Plats, Pages 1-3, as Document No. 3456557 (the "**First Addendum**"); and

WHEREAS, on or about December 12, 2002, an Amendment No. Two to Declaration of Condominium of Crosswinds at Hawk's Landing Condominiums dated December 9, 2002, was recorded in the Dane County Register of Deeds office as Document No. 3610371 (the "**Second Amendment**"), and contemporaneously therewith an Addendum Number Two to the Original Plat was recorded in Volume 4-021A of Condominium Plats, Pages 1-4, as Document No. 3610372 (the "**Second Addendum**"); and

WHEREAS, on or about March 21, 2003 an Amendment No. Three to Declaration of Condominium of Crosswinds at Hawk's Landing Condominiums dated March 11, 2003, was recorded in the Dane County Register of Deeds office as Document No. 3674889 (the "**Third Amendment**"), and contemporaneously therewith an Addendum Number Three to the Original Plat was recorded in Volume 4-032A of Condominium Plats, Page 1-4, as Document No. 3674890 (the "**Third Addendum**"); and

WHEREAS, on or about March 24, 2003 an Amendment No. Four to Declaration of Condominium of Crosswinds at Hawk's Landing Condominiums dated March 14, 2003, was recorded in the Dane County Register of Deeds office as Document No. 3676367 (the "**Fourth Amendment**"), and

WHEREAS, on or about November 7, 2003 an Amendment No. Five to Declaration of Condominium of Crosswinds at Hawk's Landing Condominiums dated November 6, 2003, was recorded in the Dane County Register of Deeds office as Document No. 3838735 (the "**Fifth**

**Amendment**”), and contemporaneously therewith an Addendum Number Four to the Original Plat was recorded in Volume 4-082A of Condominium Plats, Pages 1-3, as Document No. 3838736 (the “**Fourth Addendum**”); and

WHEREAS, on or about February 26, 2004 an Amendment No. Six to Declaration of Condominium of Crosswinds at Hawk’s Landing Condominiums dated February 20, 2004, was recorded in the Dane County Register of Deeds office as Document No. 3877103 (the “**Sixth Amendment**”), and contemporaneously therewith an Addendum Number Five to the Original Plat was recorded in Volume 4-108B of Condominium Plats, Pages 1-5, as Document No. 3877104 (the “**Fifth Addendum**”); and

WHEREAS, on or about August 19, 2005 an. Amendment No. Seven to Declaration of Condominium of Crosswinds at Hawk’s Landing Condominiums dated August 1, 2005, was recorded in the Dane County Register of Deeds office as Document No. 4097414 (the “**Seventh Amendment**”), and contemporaneously therewith an Addendum Number Six to the Original Plat was recorded in Volume 5-048B of Condominium Plats, Pages 1-5, as Document No. 4097415 (the “**Sixth Addendum**”); and

WHEREAS, the Original Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and Seventh Amendment may be collectively referred to hereinafter as the “**Declaration**” and the Original Plat, First Addendum, Second Addendum, Third Addendum, Fourth Addendum, Fifth Addendum and Sixth Addendum may be collectively referred to herein as the “**Plat**”; and

WHEREAS, on or about March 22, 2006 an. Amendment No. Eight to Declaration of Condominium of Crosswinds at Hawk’s Landing Condominiums dated March 10, 2006, was recorded in the Dane County Register of Deeds office as Document No. 4173319 (the “**Eighth Amendment**”), and contemporaneously therewith an Addendum Number Seven to the Original Plat recorded on Volume 5-115A of Condominium Plats, pages 1-3, as Document No. 4173320 was included as Exhibit B to the Eighth Amendment (the “**Seventh Addendum**”); and

WHEREAS, the Original Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Original Plat, First Addendum, Second Addendum, Third Addendum, Fourth Addendum, Fifth Addendum, Sixth Addendum and Seventh Addendum are sometimes collectively referred to herein as the “**Declaration and Plat**”; and

WHEREAS, the Declaration contains portions which have become obsolete due to changes in the law, the turnover of control from Declarant to the Crosswinds at Hawk’s Landing Condominium Association, Inc. (the “**Association**”), and changes in common practice over the years;

WHEREAS, the Association desires to clarify and update the provisions of this Declaration through this Restatement, so that its covenants, as restated, will continue to run with the land and shall be binding on all subsequent owners and occupants of all or any part of the Condominium; and

WHEREAS, the real property (the “**Property**”) subject to this Declaration is as described on Exhibit A appended hereto, and the addresses of the units that comprise the Condominium are as described on Exhibit B appended hereto;

NOW THEREFORE, the Association, pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act"), hereby amends and restates its Declaration as follows.

## ARTICLE II

### **DESCRIPTION, NAME, RESTRICTIONS, AND DEFINITIONS**

2.1 Legal Description. The real estate subject to this Declaration is described on Exhibit "A" attached hereto.

2.2 Name and Address. The name of the Condominium is Crosswinds at Hawk's Landing Condominiums and has as its address 18, 22, 26, 30, 34, 38, 42, 46, 50 and 54 Hawks Landing Circle, 9201, 9208, 9213, 9216, 9220, 9224, 9225, 9228, 9304, 9308, 9312 and 9316 Crosswinds Lane, 9202, 9206, 9210, 9214, 9218, 9222, 9226, 9230, 9234, 9238, 9242, 9246, 9302, 9306, 9310 and 9314 Windy Point, 1802, 1806, 1818, 1822, 1826, 1830, 1834, 1838 and 1842 Breezy Trail, 4, 8, 12 and 16 Gusty Court, 2, 6, 10, 14, 20 and 24 Windy Court, 1824, 1828 and 1832 Whistling Lane and 5, 9, 13, 17 and 21 Tailwind Court, all in the City of Madison, Dane County, Wisconsin 53593.

2.3 Covenants, Conditions, Restrictions, and Easements. The Condominium is subject to:

A. General taxes and special assessments not yet due and payable.

B. Easements and rights in favor of gas, electric, telephone, water, sewer, cable television and other utilities and utility providers.

C. All easements, covenants and restrictions shown on the face of the recorded Plat of Hawk's Landing Golf Club, recorded in the Dane County Register of Deeds Office in Volume 57-150B of Plats, Page 605, as Document No. 3219695, including, but not limited to, the following:

1) Outlot 1 of said Plat is a Madison water main, Madison sanitary sewer and private roadway easement.

2) The intra-block drainage easements shall be graded with the construction of each principal structure in accordance with the approved stormwater drainage plan on file with the City of Madison Engineer and the City of Madison Zoning Administrator, as amended in accordance with the City of Madison General Ordinances.

3) All lots within said Plat are subject to a non-exclusive easement for drainage purposes and shall be a minimum of 6 feet in width measured from the property line to the interior of each lot except that the easement shall be 12 feet in width on the perimeter of said Plat. Easements shall not be required on property lines shared with greenways or public streets.

4) This Plat is subject to a joint maintenance agreement with the City of Madison for stormwater drainageways and detention ponds, as recorded in the Dane County Register of Deeds Office as Document No. 3235353.

5) Outlot 1 of said Plat is subject to a perpetual easement for public pedestrian/bike path purposes. This easement is subject to the following conditions:

(i) The owner shall construct the path in accordance with the approved site plan for 10002 Mid Town Road on file with the City of Madison.

(ii) No buildings or structures of any kind shall be built over the easement area without the prior written approval of the City of Madison Transportation Division.

(iii) The owner shall be responsible for all maintenance of the path and easement area, including, but not limited to paving, repaving, repairing, marking, plowing and mowing.

(iv) After construction of the path, there shall be no grade change to the easement area without the prior written approval of the City of Madison Transportation Division and the City of Madison Engineering Division.

(v) This easement is subject to the terms of the operation agreement and reciprocal easement agreement with covenants, conditions and restrictions recorded with the Dane County Register of Deeds.

6) Utility easements, including but not limited to the gas main easement and sanitary sewer easement, set forth on said Plat.

7) Building setback lines as set forth on said Plat.

D. All easements, covenants and restrictions shown on the face of the recorded Plat of Crosswinds at Hawk's Landing, a Replat of Lot 63, Hawk's Landing Golf Club, recorded in the Dane County Register of Deeds Office in Volume 57-167A of Plats, Page 696, as Document No. 3278847.

E. All easements, covenants and restrictions shown on the Condominium Plat of the Crosswinds at Hawk's Landing Condominiums, as amended.

F. PUD(GDP – SIP) zoning text for the Property and any amendments or modifications thereto (the "SIP").

G. All other easements, covenants, declarations and restrictions of record.

H. All municipal, zoning, and building ordinances.

I. All other governmental laws and regulations applicable to the Condominium.

J. Limitations and conditions imposed by the Act.

K. Parade of Condominiums Restrictive Covenants as such may exist from time-to-time.

L. Terms, covenants and conditions of the Declaration of Covenants, Restrictions and Conditions for the Plat of Hawk's Landing, as such may be amended or modified from time-to-time (the "**Master Restrictions**").

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

2.5 General Description of Condominium. Currently, the Condominium shall consist of three (3) buildings of sixteen (16) condominium units each containing a total of forty-eight (48) condominium units (the "**Garden Units**"), and thirty-one (31) buildings of two (2) condominium units each containing a total of sixty-two (62) condominium units (the "**Ranch Units**," at times also referred to as "Duplex Units"), such that the total of the Garden Units and Ranch Units shall be thirty-four (34) buildings containing one hundred ten (110) condominium units (the "**Garden Units**" and "**Ranch Units**" may be hereafter collectively referred to as the "**Units**"), together with guest parking stalls, if any, private roads, driveways, pedestrian walkways, if any, and land. There exists the possibility of adding two buildings of sixteen (16) units each for a future total of eighty (80) Garden Units along with the existing sixty-two (62) Ranch Units. The partitioning, fixtures, attachments, and decorations within each Unit will be determined from time to time by each Unit Owner, subject to restrictions in this Declaration and in the rules and regulations adopted by the Association.

### ARTICLE III

#### UNITS

3.1 Definition. "**Unit**" shall mean a part of the Condominium intended for any type of independent use, including one or more cubicles of air at one or more levels of space or one or more rooms of enclosed space located on one or more floors (or parts thereof) in a building, some of which spaces may be non-contiguous, as more particularly described in the Condominium Plat.

3.2 Boundaries of Units. A Unit in Crosswinds at Hawk's Landing Condominiums shall include:

A. One or more contiguous or non-contiguous cubicles of air, including the perpetual right of ingress thereto and egress therefrom. The exterior boundaries of the cubicles shall be the vertical or horizontal planes, the elevations of which coincide with the interior faces of the studs and joists and include the undecorated finished ceiling, floors and walls of the Unit. The foregoing boundaries extended to the intersection with each other shall constitute the Units as shown on the Plat. It is intended that the surface of each plane described above (be it tiled, papered, paneled, painted, carpeted or otherwise covered) is included as a part of each defined Unit, and all drywall (walls and ceiling) and all subflooring materials shall also be included as part of the Unit. Included within the Unit shall be all windows and doors (including hardware), which provide direct access to or within the Unit, with the exception of exterior doors to common hallways in the Garden Units which shall be limited common elements as defined below. In the case of a Unit with more

than one (1) floor level, the boundaries delineated above shall apply to each of said floor levels and shall include all stairways and stairwells situated therein. Included within each Unit shall be all interior partition walls not shared with any other Unit and interior doors (including hardware).

B. Any and all appliances and other fixtures contained within or serving each Unit, whether they are inside or outside the defined cubicle of air, including, without limitation:

- 1) Interior lights and light fixtures.
- 2) Cabinets.
- 3) All floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.
- 4) All telephone, telefax, cable television, computer, internet, stereo or other sound system, if any, including all outlets, switches, hardware and other appurtenances serving them.
- 5) All plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixtures and water or sewage lines serving more than one (1) Unit.
- 6) The heating, ventilating and air conditioning system, including the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for the furnace, clothes dryer, rangehood, all other exhaust fans, and such other vents appurtenant to each Unit, all ducts, condensers and all connections, thereto serving each Unit.
- 7) For the Ranch Units only, all exterior doors and the garage door or doors and associated operating mechanisms serving each such Ranch Unit.

Specifically not included as part of the Unit are those structural components of each building and any portion of the plumbing, electrical or mechanical systems of the building serving more than one (1) Unit, even if located within the cubicle or cubicles of air comprising the Unit.

C. Optional Three Car Garages for Certain Designated Ranch Units. Certain of the Ranch Units, namely Units 46, 54 and 9214, as shown on the Condominium Plat (hereinafter the “**Three Car Units**”), provide to the Unit Owner of such Three Car Units, the option to have either a two (2) car garage or a three (3) car garage. Said option is presented to the Unit Owners of such Three Car Units at the time of construction of said Three Car Units. However, there is no obligation on the part of such Unit Owners to construct three (3) car garages. In the event a Unit Owner of such a Three Car Unit elects to have a three car garage constructed, then such three car garage shall be constructed as shown on the Condominium Plat. The Condominium Plat has been drafted presuming that each Unit Owner of a Three Car Unit has elected to construct a three car garage. In the event a Unit Owner of such a Three Car Unit does not elect to have the three car garage constructed, then there shall be no third garage attached to such Three Car Unit. Further, there shall be no obligation to amend this Declaration or the Condominium Plat to reflect whether a three car garage or a two car garage was constructed for such Three Car Units. A Unit Owner who does not construct a three car garage, shall have the option to add a third garage stall to a Three Car Unit upon the prior written

approval of the Association, which approval shall not be unreasonably withheld. As part of such approval, the Association shall make certain that the addition of the third garage stall substantially conforms in construction, quality and material to the other of the Ranch Units, so that after the construction of such third garage stall, there shall be no discernible difference between the Three Car Unit and any other Ranch Unit. To the extent permitted by the Act, a Unit Owner shall have the ability to add the third garage stall to a Three Car Unit at any time after the execution of this Declaration. Whether the garage is a two car garage or three car garage, there shall be no change in the percentage interest in the Common Elements for the Three Car Units, set forth in Exhibit "C"

3.3 Legal Description. Units shall be identified by the number or other designation as specified on the Condominium Plat, and as shown on Exhibit "A" and Exhibit "B" attached hereto.

## ARTICLE IV

### COMMON ELEMENTS

4.1 Definition. "Common Elements" shall mean all of the Condominium except the Units.

4.2 Description. The Condominium Common Elements are the following:

- A. The land comprising the Condominium.
- B. The paved driveways, private streets, pedestrian walkways, if any, and bicycle pathways, if any, situated on the land comprising the Condominium.
- C. The foundations, columns, pilasters, girders, beams, supports, main walls (which shall be defined as exterior walls and surfaces, structural walls and walls common to two (2) or more Units), roof trusses and roofs.
- D. Any mechanical or utility mechanism, connection or service that serves more than one (1) Unit such as power, gas, hot and cold water, heat, water softeners, water heaters.
- E. For the Garden Units, the following:
  - i. The underground parking garage, including all garage doors and operating mechanisms, and drive aisles, but excluding those areas in the underground parking garage designated as parking stalls and storage lockers and designated and reserved for the exclusive use and occupancy of a particular Garden Unit.
  - ii. Elevators and elevator operating mechanisms.
  - iii. That part of the fire sprinkler system and its associated piping and operating mechanisms serving more than one Garden Unit.
  - iv. The common hallways, corridors, lobbies, entrances, exits, stairwells and stairways serving more than one Unit.



F. Any other portion of the improvements to the land comprising the Condominium which is not included within the boundary of a Unit as described above.

4.3 Use. Except as otherwise provided herein, and subject to the Bylaws of the Association, as hereinafter defined, and subject to any rules and regulations adopted by the Association, the Common Elements may be used by the Unit Owners for the purposes for which they were intended, except that those Common Elements described in Section 4.2(E) shall be reserved exclusively for the use and occupancy of the Unit Owners of Garden Units and the Unit Owners of Ranch Units shall have no right to the use of such Common Elements described in Section 4.2(E). The necessary work of maintenance, repair and replacement of the Common Elements and the making of any additions or improvements thereto shall be carried out only as provided in this Declaration, the Bylaws of the Association and rules and regulations adopted pursuant thereto.

4.4 Ownership. There shall be appurtenant to the Units an undivided interest in the Common Elements in the percentages specified in Exhibit "C" attached hereto.

## ARTICLE V

### LIMITED COMMON ELEMENTS

5.1 Definition. "**Limited Common Elements**" shall mean those Common Elements identified in this Declaration as reserved for the exclusive use of one or more of the Units.

5.2 Description. The Condominium Limited Common Elements are the following:

A. Balconies, decks and patios attached to, leading directly to or from, or adjacent to each Unit.

B. Entrances, including the door, step and stoop, or stairwell leading to or from each Unit.

C. The two (2) or three (3) parking spaces situated immediately in front of the garage doors of each Ranch Unit.

D. The designated planter situated adjacent to each such Ranch Unit (the "**Planter Area**"). The Planter Area may be used only for growing and cultivating decorative plants and shrubbery; no vegetable nor fruit plants are allowed. Plants or shrubs growing to an average of more than five (5') feet in height shall be prohibited and all plants or shrubs in the Planter Area must be kept trimmed to a height not to exceed five (5) feet in height. Notwithstanding anything else stated in this Declaration, each Ranch Unit Owner shall be responsible, at such Unit Owner's sole cost and expense, for the maintenance and upkeep of the designated Planter Area adjacent to such Ranch Unit Owner's Unit. Such maintenance and upkeep shall be performed at the discretion of the Unit Owner to the standards required by this Section and by the Association, from time to time, in its rules and regulations. In the event the Planter Area is not maintained by the Unit Owner to the standards required by this Section or the standards promulgated by the Association from time to time, the Association may give written notice to the Unit Owner that the Planter Area is not being properly maintained. If the Unit Owner does not correct the deficiencies, as alleged by the

Association, within thirty (30) days of the date of the Association's notice to the Unit Owner, the Association shall be permitted to undertake, at the cost and expense of the Unit Owner, the required maintenance activities. Any such costs and expenses incurred by the Association in conjunction with such maintenance work shall be considered assessments against the Unit Owner pursuant to the terms and conditions of Article XIV below and the Association shall have a lien for non-payment of such costs and expenses as provided in Section 14.5 below. The Association shall be permitted to delegate its duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Planter Areas shall not be required to be shown or located on the Condominium Plat.

E. For the Garden Units only, the storage lockers (including doors providing ingress and egress to the storage lockers) and parking stalls identified on the Condominium Plat as designated and reserved for the sole and exclusive use and occupancy of a particular Garden Unit.

5.3 Use; Maintenance. Except as otherwise provided herein, the manner of use of the Limited Common Elements shall be determined solely by the Unit Owner who has the exclusive use of such Limited Common Elements, except that no use may occur which could damage the structure of any building or otherwise cause harm to the Condominium, and no use may occur that violates this Declaration, the Bylaws, and/or the Rules and Regulations. In addition, maintenance, repair and replacement of the Limited Common Elements shall be as set forth in Article IX below.

5.4 Special Rules and Regulations With Respect to Parking Stalls Reserved for Garden Units. As stated in Paragraph 5.2(E) above, the parking stalls that are appurtenant to each Garden Unit are identified on the Condominium Plat. The building in the Condominium that contains Garden Units has an underground parking garage which contains thirty-two (32) parking stalls, which parking stalls are Limited Common Elements. This Declaration pre-designates and assigns each Garden Unit two (2) parking stalls as shown on the Condominium Plat. There is one (1) handicapped-accessible parking stall in each building in the Condominium that contains Garden Units, including any and all such buildings constructed in any of the expansion area. The handicapped-accessible parking stall is designated on the Condominium Plat and shall herein be referred to as the "**Disabled-Accessible Parking Stall**". The following shall be the procedure by which the Disabled-Accessible Parking Stall must be exchanged with the parking stall of a disabled Unit Owner in the event that a disabled person acquires a Garden Unit that does not have a Disabled-Accessible Parking Stall assigned to it. All Unit Owners shall be required to comply with the terms, conditions and procedures set forth herein with respect to the exchange procedure for the Disabled-Accessible Parking Stall. By way of example, assume that Unit 9201-202 is acquired by a disabled person and such person is in need of the use of the Disabled-Accessible Parking Stall. In such event, the Unit Owner assigned the Disabled-Accessible Parking Stall hereunder shall be required to immediately exchange the Disabled-Accessible Parking Stall with a parking stall owned by the disabled Unit Owner in need of the use of the Disabled-Accessible Parking Stall. For purposes of this Section 5.4, the parking stall appurtenant to the Unit owned by the disabled Unit Owner shall be hereafter referred to as the "**Substituted Parking Stall**". The exchange of the Disabled-Accessible Parking Stall for the Substituted Parking Stall shall not be a permanent exchange and shall not be a conveyance of title to the Disabled-Accessible Parking Stall or the Substituted Parking Stall, but shall simply be an accommodation to the disabled Unit Owner for so long as such disabled Unit Owner owns his or her Unit. In the event the disabled Unit Owner sells his or her Unit, then the exchange of the Disabled-Accessible Parking Stall for the Substituted Parking Stall shall be

terminated and the use and occupancy of the Disabled Parking Stall and Substituted Parking Stall shall revert to the Unit to which it is assigned in this Declaration and Plat.

## ARTICLE VI

### USES

The Units, Limited Common Elements, and Common Elements of the Condominium shall be used for residential occupancy and motor vehicular parking purposes only, and shall not be used for any other purpose. Notwithstanding anything to the contrary contained herein, the use of the Units, Limited Common Elements, and Common Elements shall comply with the City of Madison General Ordinances, any other applicable municipal ordinances, including the SIP, and any other restrictions as contained in the Association's Articles of Incorporation, Bylaws and any rules and regulations adopted by the Association and as set forth in the Master Restrictions. Except as otherwise expressly stated herein, no use may unreasonably interfere with the use and enjoyment of the Common Elements or other Units by the other Unit Owners. There shall be no storage of material, and there shall be no conduct of any activity, which would materially increase the insurance rates on the Condominium. Any and all attorney fees and other expenses incurred by the Association in the enforcement of this provision shall be reimbursed by the Unit Owner in violation thereof and may be assessed against such Owner's Unit. In addition, any violations may be fined as set forth in the Rules and Regulations.

## ARTICLE VII

### UNIT OWNER

“Unit Owner” shall mean a person, combination of persons, trust, partnership, limited partnership, limited liability partnership, limited liability company or corporation, or other 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.

## ARTICLE VIII

### ASSOCIATION

8.1 Definition. “Association” shall mean the Crosswinds at Hawk's Landing Condominium Association, Inc., a Wisconsin non-stock corporation.

8.2 Duties and Obligations. All Unit Owners shall be members of the Association and subject to its Articles of incorporation, Bylaws, and rules and regulations adopted by it for the use and management of the Condominium. To the extent feasible, the Association shall use its best efforts to cooperate with any association of homeowner's created pursuant to the terms and conditions of the Master Restrictions.

8.3 Voting. The Owner of each Unit shall be entitled to one (1) vote in the Association, subject however, to suspension as provided herein. Even if a Unit is owned by more than one (1) person, the Unit must cast its vote or votes as a whole. No fractional voting will be allowed or

considered. As provided in Article VII hereof, one who holds a land contract purchaser's interest or any 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 Dane County Register of Deeds office.

## ARTICLE IX

### REPAIRS AND MAINTENANCE

9.1 Units. Each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, maintenance and repair and replacement of his, her, its or their Unit.

9.2 Limited Common Elements. With the exception of (i) that portion of the Limited Common Elements that are a part of the exterior of the structures comprising the Condominium including, but not limited to the structural portion of each of the Planter Areas, but specifically excluding the decorative plants and shrubbery grown or cultivated in such Planter Areas; (ii) the parking spaces situated immediately in front of the garage doors of each Ranch Unit; and (iii) the parking stalls and storage units described in Section 5.2(E) above, repair and replacement of which shall be the responsibility of the Association and the cost of which shall be a Common Expense as set forth in Article XIV below, each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, maintenance, repair, replacement, general cleanliness, and presentability of the Limited Common Elements which use is reserved to the Unit or Units. Unit Owners shall be specifically responsible for the maintenance, repair, and replacement of the deck and sleeper boards (on decks/balconies), tiles/pavers (on patios), concrete patio slabs, any stairs leading from a deck to the ground level, and any electrical outlets, fire sprinklers, and gas valves within the deck, balcony, or patio area.

9.3 Common Elements. Except as provided in Section 9.2 hereof, the Association shall be responsible for the maintenance, repair, replacement, general cleanliness and presentability of the Common Elements. Maintenance of the private streets, pedestrian walkways, if any, and bicycle pathways, if any, which are identified as Common Elements as described in Section 4.2 above, shall be a Common Expense. All such private streets, pedestrian walkways and bicycle pathways shall be maintained by the Association, which maintenance shall include but not be limited to prompt snow removal and surface repair, maintenance and replacement when deemed necessary by the Association.

9.4 Entry by Association. Provided that twenty-four (24) hours prior notice is given, duly authorized officials or agents of the Association may enter any Unit or Limited Common Element(s) or both at reasonable times and under reasonable conditions when, in the opinion of the said authorized officials or agents, entry is necessary in connection with any maintenance, construction, or repair of public utilities and for any other matter for which the Association is responsible. The entry shall be made with as little inconvenience to the Unit Owner, his, her, its or their tenants, as possible under the circumstances, and during normal business hours, if possible. Notwithstanding the foregoing, in the event of an emergency, the twenty-four (24) hour notice requirement shall not apply, although, prior notice to the Unit Owner shall be attempted.

## ARTICLE X

### UNIT ALTERATIONS

#### 10.1 Within Unit.

A. A Unit Owner may make improvements or alterations within his, her, its or their Unit; provided, however, that such improvement or alteration shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, and does not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements (including Limited Common Elements) without obtaining the prior written permission of the Association's Board of Directors ("**Board**"), which permission may be denied in the sole discretion of the Board. Any approved improvement or alteration which changes the exterior dimensions of a Unit must be evidenced by the recording of a modification to the Condominium Declaration and Plat before it shall be effective and must comply with the then-legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and Limited Common Elements or the Common Elements, and must not be in violation of any underlying mortgage, land contact, or similar security interest.

B. A Unit Owner acquiring an adjoining part of another Unit may remove all or any part of any intervening partition wall or create doorways or other apertures therein. This may be done even if the partition wall may in whole or in part be a Common Element, provided that those acts do not impair the structural integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not impair any easement. The creation of doorways or other apertures is not deemed an alteration of boundaries.

#### 10.2 Relocation of Boundaries.

A. If the Unit Owners of adjoining Units desire to relocate their mutual boundary, the affected Unit Owners shall prepare and execute appropriate instruments.

B. An amendment to the Declaration and an addendum to the Plat shall identify the Units and shall state that the boundaries between those Units are being relocated by agreement of the Unit Owners thereof. The amendment shall contain words of conveyance between those Unit Owners, and when recorded shall also be indexed in the name of the grantor and grantee, if applicable. The amendment to the Declaration shall also state the reallocation of the aggregate undivided interest in the Common Elements appertaining to the Units. If not stated, the prior allocation shall govern, until such time as the Unit Owners shall record an amendment to that effect in the Dane County Register of Deeds Office.

C. Plats and plans showing the altered boundaries and the dimensions thereof between adjoining Units, and their identifying numbers or letters, shall be prepared.

The plats and plans shall be certified as to their accuracy in compliance with Subsection 703.13(6), Wisconsin Statutes, by a civil engineer, architect, or licensed land surveyor authorized to practice his or her profession in the State of Wisconsin.

D. After appropriate instruments have been prepared and executed, those instruments shall become effective when the adjoining Unit Owners and the Association have executed them and they have been recorded in the Dane County Register of Deeds Office. The recording thereof shall be conclusive evidence that the relocation of boundaries did not violate the Condominium instruments.

### 10.3 Separation of Units.

A. A Unit may be separated into two (2) or more Units upon compliance with the provisions of this section, provided that the Board of Directors of the Association approves (which approval may be denied in the sole discretion of the Board of Directors). The Association's President, upon written application of a Unit Owner proposing the separation of a Unit (hereinafter the "**Separator**") and after thirty (30) days' written notice to the other Unit Owners shall promptly present the matter to the Association's Board of Directors. If approved, the President of the Association shall promptly prepare and execute appropriate instruments under this section. An amendment or addendum to the Condominium instruments shall assign a new identifying number to each new Unit created by the separation of a Unit, shall allocate to those Units, on a reasonable basis acceptable to the Separator and the other Unit Owners, all of the undivided interest in the Common Elements and rights to use the Limited Common Elements. The vote in the Association formerly appertaining to the separated Unit will be allocated among the resulting Units. For this purpose, a fractional vote shall be permitted. The amendment shall reflect a proportionate allocation to the new Unit(s) of the liability for Common Expenses and right to Common Surpluses formally appertaining to the subdivided Unit.

B. Plats and plans showing the boundaries and dimensions separating the new Units together with their other boundaries and their new identifying numbers or letters shall be prepared. The plat and plans shall be certified as to their accuracy and compliance with Subsection 703.13(7), Wisconsin Statutes, by a civil engineer, architect, or licensed land surveyor authorized to practice his or her profession in the State of Wisconsin.

C. After appropriate instruments have been prepared and executed, they shall be delivered promptly to the Separator upon payment by him, her or it of all reasonable costs for their preparation. Those instruments are effective when the Separator has executed them and they are recorded in the Dane County Register of Deeds Office. The recording of the instruments shall be conclusive evidence that the separation did not violate any restrictions or limitations specified by the Condominium instruments and that any reallocations were reasonable.

10.4 Expenses. All expenses involved in any improvements or alterations approved by the Association or permitted under this Article, whether or not completed, including all expenses to the Association, shall be borne by the Unit Owner or Unit Owners involved and may be charged as a special assessment to the affected Units.

## ARTICLE XI

### INSURANCE

11.1 Property Insurance. The Board of Directors of the Association shall obtain, to the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightning, windstorm, hail, snow storm and other risks normally included within risk of loss extended coverage, including vandalism and malicious mischief, insuring all Common Elements, Units and Unit upgrades or betterments, together with all service machinery appurtenant thereto, as well as all personal property belonging to the association, but excluding any Unit Owner personal property, in an amount equal to the full replacement value, with code upgrades, without deduction for depreciation. The Board of Directors shall consider obtaining a third-party insurance appraisal every 5 years to determine the full replacement value of the Property insured.

11.2 Additional Insurance. In addition to the insurance required above, the Board shall obtain, to the extent available in the normal commercial marketplace, with the costs thereof to be borne as a Common Expense:

- A. Worker's compensation insurance;
- B. Liability insurance providing coverage in an amount not less than two million dollars (\$2,000,000) or amount deemed appropriate per occurrence for injury, including death, and property damage covering the Association, the Board of Directors, officers, and all agents and employees of the Association, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Property;
- C. Directors and Officers Insurance covering the officers, directors, property managers and volunteers;
- D. Fidelity insurance covering officers, directors, property managers, employees, and other persons who handle or are responsible for handling Association funds. Such insurance shall be in an amount at least equal to no less than three (3) months' operating expenses plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation; and

In addition to the insurance required above, the Board of Directors may obtain such other insurance as it deems necessary.

11.3 Administration. Any and all premiums associated with the insurance purchased by the Association shall be a Common Expense. 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 insurance carriers licensed or permitted to do business in the State of Wisconsin.

11.4 Unit Owner's Insurance. The Unit Owners shall be responsible for and shall obtain insurance coverage for:

- A. The personal property within the Unit;

B. Coverage A with special perils coverage added, which changes the perils covered from “named perils” to “all risks unless excluded”, which insurance should also cover Building/Additions and Alterations/Improvements and Betterments in an amount of at least the Association’s master policy deductible(s) plus the replacement cost of all portions of the unit; and

C. Loss assessment coverage, at a minimum limit of the maximum amount that the insurer will cover of the Association’s master policy deductible(s).

D. Special perils contents coverage; and

E. Sewer backup and sump pump failure coverage.

11.5 The Unit Owner shall be the named insured and the Association, other than for special perils contents coverage, shall be named as an additional insured. Each Unit Owner shall also maintain comprehensive general liability coverage at a single limit of not less than One Hundred Thousand (\$100,000.00) Dollars per incident or such other limits as the Board may, from time to time, prescribe. Unit Owners shall, upon request, provide the Association with certificates of insurance evidencing the required coverage. All policies must be issued by insurance carriers licensed to do business in the State of Wisconsin.

11.6 Disbursement. Insurance proceeds shall first be disbursed by the Association for the repair or restoration of the damaged Units, Limited Common Elements and Common Elements and the Unit Owners and their Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined not to rebuild, or a court of law has ordered partition of the Condominium property, and the same can be legally accomplished under the City of Madison General Ordinances, or there is a surplus of insurance proceeds after the Common Elements, Limited Common Elements and Units have been completely repaired or restored.

11.7 Insurance Deductible. In the event of any insured loss on the Association’s master insurance policy, the Association’s deductible shall be the responsibility of the person or entity (including the Association) who would be responsible for such damage under the Condominium Documents, in the absence of insurance. If the cause of loss originates within a Unit, the Unit Owner is responsible for the damage costs up to the Association’s master insurance policy deductible. If the cause of the loss originates in more than one Unit or a Unit and the Common Elements, the responsibility for paying the Association’s deductible shall be equitably apportioned by the Board in its sole discretion among the Unit(s) and/or Common Elements where the loss originated.

## ARTICLE XII

### REPAIR OR RECONSTRUCTION

In the event the Condominium is damaged or destroyed, in whole or in part, the Association shall promptly undertake to repair or reconstruct the damaged portion of the Condominium to its former condition unless, by the affirmative vote of Unit Owners representing at least seventy-five (75%) percent of the votes in the Association as set forth on Exhibit “C” as amended from time to time and their first Mortgagees, a contrary decision is made. Upon reconstruction, the Association may vary the design, plan, and specifications of the Condominium from that of the original;



provided, however, the number of square feet for any Unit may not vary by more than five (5%) percent from the number of square feet for such Unit existing immediately prior to the damage or destruction (unless Unit Owners owning at least eighty (80%) percent of the Units agree otherwise); and provided, further, the location and floor plan of the buildings and Units therein shall be substantially the same as they were prior to the damage. In the event of any variance, an amendment to the Declaration and an addendum to the Condominium Plat shall be recorded. In the event insurance proceeds are insufficient to pay the estimated or actual costs of reconstruction, the shortage shall be considered a Common Expense, and the Association shall have the responsibility and the right to levy assessments against the Unit Owners as provided herein.

### ARTICLE XIII

#### EMINENT DOMAIN

In the event of a taking of all or any portion of the Common Elements under the power of eminent domain, the provisions of Section 703.19, Wisconsin Statutes, shall control. If Common or Limited Common Elements are taken, the same shall be reconstructed by the Association if practical to do so.

### ARTICLE XIV

#### COMMON EXPENSES

14.1 Liability of Unit Owner. Each Unit Owner shall be liable for the share of expenses of the Association assessed against such Owner's Unit. These expenses ("Common Expenses") shall be allocated among the Units in the percentages specified in Exhibit "C" attached hereto, except that charges may be specifically allocated to particular Units by the Board of the Association, or by separate agreement among the Unit Owners, based on the benefit to the Unit Owner of the cost or expense involved or on the usage, fault or negligence or other factors affecting the deterioration or damage of or to Units, Common Elements, or Limited Common Elements as to which the Association may have responsibility. Any and all assessments, levies or special assessments assessed by the City of Madison or other governing entity or authority shall be deemed to be Common Expenses of the Association and each Unit Owner shall be liable for such Unit Owner's proportionate share of any such assessments, levies or special assessments which shall be allocated to the Unit Owners pursuant to the percentages specified in Exhibit "C" to this Declaration.

14.2 Enforcement. The assessments for Common Expenses, together with such late fees and interest as the Association may impose pursuant to the Bylaws or Rules and Regulations for delinquencies and the costs of collection and actual attorneys' fees, constitute a lien on the Units against which they are assessed, except as otherwise provided in Section 14.5 below. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.165, Wisconsin Statutes.

14.3 Suspension of Voting Rights. If any assessment of Common Expenses is delinquent and a "Statement of Condominium Lien" as described in Section 703.165, Wisconsin Statutes, has been filed against a Unit, the Association may, upon notice to the Unit Owner, suspend the voting rights of the delinquent Unit Owner.

14.4 Unit Sale; Reserve Fund. 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. In addition, at the time of each voluntary transfer of a Unit, the Buyer thereof (or other acquirer of title, if other than a purchase) shall pay an additional non-refundable fee equal to two (2) monthly installments of assessments for Common Expenses for deposit into the Association's reserve fund. The reserve fund shall be used by the Association for capital improvements or extraordinary expenses, as the Board shall determine.

14.5 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. Such lien shall only be subordinate to any liens as may be particularly described in the Act. The lien shall secure payment of the assessment, late fees, interest, and costs of collection, including actual attorney's fees. The lien may be filed in the Dane County Clerk of Court's office by an instrument executed by the Association and may be foreclosed. The Unit Owner shall be personally liable for all unpaid assessments, late fees, interest, and costs of collection, including actual attorney's fees. This liability shall not terminate upon transfer of ownership or upon abandonment by the Unit Owner by disclaiming use of the Common Elements. When any lien is foreclosed, if the Unit Owner remains in possession of the Unit, he, she, it or they shall continue to be responsible for assessments coming due during the pendency of the foreclosure. 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 which may exist among or between Unit Owners, the Association, or combination thereof. Rather, the Unit Owner shall timely pay all assessments pending resolution of any dispute.

14.6 Installment Payment. Except for items such as insurance premiums which must be prepaid, assessments shall be paid in advance, in the form of a monthly maintenance fee determined by a budget of Common Expenses prepared by the Board, which budget shall include a reserve fund for extraordinary maintenance and replacement items. Special assessments for items not provided for in the budget shall be paid at such time or times, in a lump sum, or in such installments, as the Board may determine.

14.7 Negligence of Owner. If, due to the negligent or intentional act or omission of a Unit Owner, or a member of the Unit Owner's family or household animal, or of or to a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board, subject to the rules, regulations and Bylaws of the Association.

## **ARTICLE XV**

### **AMENDMENTS**

Except as otherwise provided herein, this Declaration may only be amended with the written consent of the Unit Owners owning at least sixty-six and 2/3rds (66.67%) percent of the Units;

provided, however, no such amendment may substantially impair the security of any mortgagee. 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 Office as required by statute.

## **ARTICLE XVI**

### **NOTICES**

The person to receive service of process for the Condominium or the Association shall be the one designated as the Registered Agent of the Association, which designation shall be filed with the Wisconsin Department of Financial Institutions.

## **ARTICLE XVII**

### **CLAIMS AND REMEDIES**

17.1 Owner Claims: Mediation and Arbitration Requirements. In the event that a Unit Owner or resident has a claim to assert against the Association, that claim must be (a) mediated with both sides paying half the cost of the mediator; or (b) arbitrated with both sides paying half the cost of the arbitration; and (c) brought within one year of the date that the Unit Owner or resident knew or should have known of the underlying facts giving rise to the claim.

17.2 Attorney's Fees. The prevailing party in any claim brought by or against the Association or a Board member by a Unit Owner or resident shall be entitled to recover their attorney's fees and costs. In addition, for any claim that is mediated or arbitrated as set forth in Section 17.1 above, the Association is entitled to recover its pre-mediation and/or pre-arbitration attorney's fees and costs if it is ultimately the prevailing party.

17.3 Damages. The Association may assess a Unit Owner the actual damages the Association incurs from the Unit Owner's (its residents, occupants, or guests) failure to abide by the Condominium Declaration, Bylaws, or Rules and Regulations (the "Condominium Documents"). Where appropriate, the Association may also fine for violations of the Condominium Documents as set forth in the Rules and Regulations. The Association may also assess to the Unit Owner interest and late fees on unpaid fines and assessments, as well as attorney's fees and costs incident to the Unit Owner's failure to abide by the condominium documents.

## **ARTICLE XVIII**

### **EASEMENTS**

Easements are reserved over, through, across and underneath the Common Elements for ingress and egress and for the presence, installation, maintenance, repair and replacement of present and future utility services, including but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm water drainage pipes, electrical wires, television wires,

computer cables, security wires, street lights, traffic signals and signs, appurtenances thereto and the like, whether or not shown on the exhibits attached hereto. Easements for such utility services are reserved to the Association and the Unit Owners. Easements for ingress and egress are reserved to the Association in, over, across and under the Units and Limited Common Elements, their ceilings, floors, and walls for the purpose of making any repairs which are the obligation of the Association. The Association shall be responsible for any damage resulting from the use of such easements. Easements for decoration are reserved to Unit Owners over and into the surfaces of the Common Elements, provided such use does not impair the structural integrity of the Condominium.

## ARTICLE XIX

### GENERAL

19.1 Utilities. Each Unit Owner shall pay for his, her or its cable television, telephone, Internet access, electrical, gas, and other utility services which are separately metered or billed to each user by the respective utility company provider. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses except as may be otherwise provided under Section 14.1 hereof.

19.2 Encroachments. If any portion of a Unit, Limited Common Element, or Common Element encroaches upon another, an easement for the encroachment and for 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 Common Elements during construction, and easements for such encroachments and their maintenance shall exist.

### 19.3 Animal Rules and Regulations.

A. Livestock (including dogs, cats, rabbits, poultry, birds and other animals) shall not be kept in any Unit or any part of the buildings of which the Units are a part, nor on patios or upon any Common Elements or other part of the Condominium, EXCEPT, that dogs, cats and other household animals (not to exceed two in number and not more than thirty (30) pounds in weight individually) may be kept by Unit Owners within each Unit Owner's respective Unit, but shall not be maintained for breeding purposes. Notwithstanding the foregoing, the initial Unit Owner of each Ranch Unit, following the Ranch Unit's construction, shall be permitted to have one dog which exceeds the thirty (30) lb. weight limit (the "**Large Dog**") set forth above provided that:

1) Such Large Dog is 8 years of age or older as of the date the Ranch Unit Owner closes on the Ranch Unit; and

2) The Ranch Unit Owner may have no other dog in addition to the Large Dog (that is, the Ranch Unit Owner may have the Large Dog and a cat, but not the Large Dog and another dog.)

B. Dogs and cats shall be carried or kept on a leash at all times when not in the Units. Household animals shall not be permitted to commit or cause a nuisance or any unreasonable disturbance. Animals will not be allowed in the lobbies or hallways unattended.

C. Animals shall not be left unattended in any portion of the Common Elements. Unit Owners are responsible for IMMEDIATE clean-up of their animals, regardless of the circumstances.

D. Unit Owners are pecuniarily liable for any damage to the Common Elements, the property of the Association or the property of other Unit Owners and any of their guests or invitees to include but not limited to carpeting, doors, walls, plantings or lawns committed or caused to be committed by their animals.

19.4 Invalidity of a Provision. If any of the provisions of this Declaration, the Association's Articles of Incorporation, the Association's Bylaws, 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.

19.5 Conflict in Condominium Documents. In the event a conflict exists among any provision of this Declaration, the Articles of Incorporation, the Bylaws, or any rules and regulations, or between any of them, this Declaration shall be considered the controlling document.

19.6 Lease of Units. As a general rule each Unit shall be occupied by the Unit Owner. No person shall have the right to purchase a Unit with the intent to lease the Unit to third parties unless the same is purchased by a child/(children) for occupancy by a parent(s) for estate planning purposes of the parent(s), and then only to be occupied by such parent(s) providing that the child/(children) so purchasing shall notify the Association in writing of said intended ownership, purpose and occupancy with a certificate stating the name of the parent(s) and that the same is for such estate planning purposes. If, subsequent to a Unit Owner's purchase and occupancy of the Unit, the Unit Owner wishes to lease the Unit as a result of the Unit Owner's illness, temporary relocation for purposes of employment or other similar reason, the Unit Owner may lease the Unit, but only upon compliance with the following conditions:

A. Any lease shall be in writing;

B. Before executing any lease, the Unit Owner shall submit the proposed form of the lease to the Association, together with a written statement to the Association stating the reason why the Unit Owner needs to lease the Unit (the "**Statement**"); and

C. The Unit Owner shall not rent to more than one (1) tenant(s) during any period of twelve (12) consecutive months.

The Association shall approve the lease if the Association, in its reasonable judgment, believes the Unit Owner has an acceptable reason(s) for entering into the lease. However, if the Association, in its reasonable judgment, does not believe the Unit Owner has an acceptable reason for entering into the lease, the Association shall refuse consent to the leasing of the Unit and the Unit Owner shall not lease the Unit. The Association shall be irrevocably presumed to have consented to any lease if it does not give the Unit Owner written notice of the Association's refusal of consent

within ten (10) business days after the Association receives the Unit Owner's proposed lease and Statement. If the Association withholds consent, it shall give the Unit Owner written notice of the reason(s) for the Association's decision.

Any Unit Owner whose leasing of a Unit has been approved shall furnish a true and correct copy of the lease to the Association, and shall inform the Association of the names and phone numbers and email addresses of all persons who will occupy the Unit under the lease. No lease shall be effective until the Unit Owner furnishes a copy of the lease and the above-stated information related to all such occupants to the Association.

19.7 Rules and Regulations With Respect to the Master Restrictions and the Hawk's Landing Golf Course Located Adjacent to the Condominium. The Condominium is located in the Plat of Hawk's Landing Golf Club and is located adjacent to a golf course currently named Hawk's Landing Golf Course, as such may be named or renamed from time-to-time (the "Golf Course"). As stated in Section 2.3 of this Declaration, the Condominium is subject to all terms and conditions of the Master Restrictions. The Master Restrictions provide additional rules and regulations that govern the use and occupancy of the Condominium, including, but not limited to, rules and regulations governing the use and occupancy of the lands within the Plat of Hawk's Landing Golf Club and the Golf Course. All Unit Owners are advised to consult the Master Restrictions, as such Master Restrictions may be amended or supplemented from time-to-time, with respect to limitations imposed upon the Unit Owners by such Master Restrictions with respect to, among other things, the use of the Golf Course and the other lands within the Plat of Hawk's Landing Golf Club. In addition, the Master Restrictions delegate to the Hawk's Landing Homeowner's Association and its successor organization, the authority and right to institute and assess levies and charges upon the Condominium and other lands located within the Plat of Hawk's Landing Golf Club for certain administrative, operating and other expenses. Any charges or costs so instituted, levied and assessed by the Hawk's Landing Homeowner's Association (or its successor organization) pursuant to the authority promulgated by the Master Restrictions, shall be considered a Common Expense as described in Article XIV hereof and allocated among the Unit Owners as a Common Expense of the Association.

19.8 Limitation on Enforcement of Some Conditions. No covenant, condition or restriction set forth in this Declaration and no by-law, rule or regulation adopted by the Association pursuant to the authority granted to the Association pursuant to this Declaration or the Association's Articles of Incorporation, Bylaws or rules and regulations may be applied to discriminate against any individual in any manner described in Section 106.04, Wisconsin Statutes, or as described in any other local, state or federal statutes, ordinances, regulations and rules.

This Ninth Amended and Restated Declaration complies with the requirements of the Declaration and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of Unit owners with not less than sixty-six and two-thirds percent (66 2/3%) of the Unit Owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units to the extent required by the Act.

IN WITNESS WHEREOF, the Association has executed this Ninth Amended and Restated Declaration of Condominium for Crosswinds at Hawk's Landing Condominiums this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

CROSSWINDS AT HAWK'S LANDING  
CONDOMINIUM ASSOCIATION, INC., a  
Wisconsin Non-Stock Corporation,

By: David R. Hewett  
DAVID R. HEWETT, President

STATE OF WISCONSIN )  
                                  ) ss.  
COUNTY OF DANE     )

This document was acknowledged before me by David Hewett, as President of Crosswinds at Hawk's Landing Condominium Association, Inc. on this 4 day of April, 2022.



[Signature]  
Notary Public, State of Wisconsin  
Name: Kelley Still  
My Commission Expires: 1-13-25





## EXHIBIT A

### Legal Description

Units 2, 4, 5, 6, 8, 9, 10, 12, 13, 14, 16, 17, 18, 20, 21, 22, 24, 26, 30, 34, 38, 42, 46, 50, 54, 9202, 9206, 9208, 9210, 9214, 9216, 9218, 9220, 9222, 9224, 9226, 9228, 9230, 9234, 9238, 9242, 9246, 9302, 9304, 9306, 9308, 9310, 9312, 9314, 9316, 1802, 1806, 1818, 1822, 1824, 1826, 1828, 1830, 1832, 1834, 1838, 1842, 9201-101, 9201-102, 9201-103, 9201-104, 9201-201, 9201-202, 9201-203, 9201-204, 9201-301, 9201-302, 9201-303, 9201-304, 9201-401, 9201-402, 9201-403, 9201-404, 9213-101, 9213-102, 9213-103, 9213-104, 9213-201, 9213-202, 9213-203, 9213-204, 9213-301, 9213-302, 9213-303, 9213-304, 9213-401, 9213-402, 9213-403, 9213-404, 9225-101, 9225-102, 9225-103, 9225-104, 9225-201, 9225-202, 9225-203, 9225-204, 9225-301, 9225-302, 9225-303, 9225-304, 9225-401, 9225-402, 9225-403 and 9225-404, in the Crosswinds at Hawk's Landing Condominium, created by a "Declaration of Condominium" recorded January 31, 2001, in the office of the Register of Deeds for Dane County, Wisconsin, as Document No. 3284051, an Amendment No. One recorded March 7, 2002, in the Dane County Register of Deeds Office as Document No. 3456556, an Amendment No. Two recorded December 12, 2002, in the Dane County Register of Deeds Office as Document No. 3610371, an Amendment No. Three recorded March 21, 2003, in the Dane County Register of Deeds Office as Document No. 3674889, an Amendment No. Four recorded March 24, 2003, in the Dane County Register of Deeds Office as Document No. 3676367, an Amendment No. Five recorded November 7, 2003, in the Dane County Register of Deeds Office as Document No. 3838735, an Amendment No. Six recorded February 26, 2004, in the Dane County Register of Deeds Office as Document No. 3877103, an Amendment No. Seven recorded August 19, 2005, in the Dane County Register of Deeds Office as Document No. 4097414, an Amendment No. Eight recorded March 22, 2006, in the Dane County Register of Deeds Office as Document No. 4173319 (collectively, the "Declaration") and by its Condominium Plat recorded in Volume 3-123A of Condominium Plats, Pages 1-4 as Document No. 3284052, Addendum Number One to the Original Plat, recorded in Volume 3-183B of Condominium Plats, Pages 1-3, as Document No. 3456557, Addendum Number Two to the Original Plat, recorded in Volume 4-021A of Condominium Plats, Pages 1-4, as Document No. 3610372, Addendum Number Three to the Original Plat, recorded in Volume 4-032A of Condominium Plats, Pages 1-4, as Document No. 3674890, Addendum Number Four to the Original Plat, recorded in Volume 4-082A of Condominium Plats, Pages 1-3, as Document No. 3838736, an Addendum Number Five to the Original Plat, recorded in Volume 4-108B of Condominium Plats, Pages 1-5, as Document No. 3877104, Addendum Number Six to the Original Plat, recorded in Volume 5-048B of Condominium Plats, Pages 1-5, as Document No. 4097415, an Addendum Number Seven to the Original Plat, recorded in Volume 5-115A of Condominium Plats, Pages 1-3, as Document No. 4173320. Said land being in the City of Madison, Dane County, Wisconsin, located on the following real property:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, Outlot 1, and part of Lot 9, Crosswinds at Hawk's Landing, recorded in Volume 57-167A of Plats on pages 696 and 697 Dane County Registry, located in the SE 1/4 of the SE 1/4 of Section 33, T7N, R8E, City of Madison, Dane County, Wisconsin. To-wit: Commencing at the south quarter corner of said Section 33; thence N89°21'35"E, along the southline of the said SE 1/4, 1,327.31 feet; thence N00°38'25"W, 47.00 feet; thence N89°21'35"E,

243.71 feet; thence N87°45'21"E, 43.55 feet to the point of beginning; thence N00°03'14"E, 190.94 feet; thence S88°54'13"W, 287.46 feet; thence N00°00'00"W, 516.40 feet; thence N63°18'26"E, 897.75 feet; thence S41°13'22"E, 220.87 feet to a point on a curve: thence southwesterly on a curve to the right which has a radius of 50.00 feet and a chord which bears S13°26'57.5"W, 18.29 feet; thence S23°59'24"W, 265.81 feet to a point of curve; thence southwesterly on a curve to the left which has a radius of 1,090.00 feet and a chord which bears S11°40'29.5"W, 464.97 feet; thence S00°38'25"E, 199.10 feet to a point of curve; thence southwesterly on a curve to the right which has a radius of 20.00 feet and a chord which bears S08°07'39"W, 6.10 feet; thence S87°45'21"W, 455.72 feet to the point of beginning.

## EXHIBIT B

### Tax Key Numbers

| <u>Tax Key</u>  | <u>Street Address</u>   |
|-----------------|-------------------------|
| 0708-334-0701-2 | 9202 Windy Point        |
| 0708-334-0702-0 | 9206 Windy Point        |
| 0708-334-0703-8 | 9210 Windy Point        |
| 0708-334-0704-6 | 9214 Windy Point        |
| 0708-334-0705-4 | 9218 Windy Point        |
| 0708-334-0706-2 | 9222 Windy Point        |
| 0708-334-0707-0 | 9226 Windy Point        |
| 0708-334-0708-8 | 9230 Windy Point        |
| 0708-334-0709-6 | 9234 Windy Point        |
| 0708-334-0710-3 | 9238 Windy Point        |
| 0708-334-0711-1 | 9242 Windy Point        |
| 0708-334-0712-9 | 9246 Windy Point        |
| 0708-334-0713-7 | 9302 Windy Point        |
| 0708-334-0714-5 | 9306 Windy Point        |
| 0708-334-0715-3 | 9310 Windy Point        |
| 0708-334-0716-1 | 9314 Windy Point        |
| 0708-334-0801-0 | 18 Hawks Landing Circle |
| 0708-334-0802-8 | 22 Hawks Landing Circle |
| 0708-334-0803-6 | 26 Hawks Landing Circle |
| 0708-334-0804-4 | 30 Hawks Landing Circle |
| 0708-334-0805-2 | 34 Hawks Landing Circle |
| 0708-334-0806-0 | 38 Hawks Landing Circle |

|                 |                                |
|-----------------|--------------------------------|
| 0708-334-0807-8 | 42 Hawks Landing Circle        |
| 0708-334-0808-6 | 46 Hawks Landing Circle        |
| 0708-334-0809-4 | 50 Hawks Landing Circle        |
| 0708-334-0810-1 | 54 Hawks Landing Circle        |
| 0708-334-0901-8 | 9201 Crosswinds Lane, Unit 101 |
| 0708-334-0902-6 | 9201 Crosswinds Lane, Unit 102 |
| 0708-334-0903-4 | 9201 Crosswinds Lane, Unit 103 |
| 0708-334-0904-2 | 9201 Crosswinds Lane, Unit 104 |
| 0708-334-0905-0 | 9201 Crosswinds Lane, Unit 201 |
| 0708-334-0906-8 | 9201 Crosswinds Lane, Unit 202 |
| 9078-334-0907-6 | 9201 Crosswinds Lane, Unit 203 |
| 0708-334-0908-4 | 9201 Crosswinds Lane, Unit 204 |
| 0708-334-0909-2 | 9201 Crosswinds Lane, Unit 301 |
| 0708-334-0910-9 | 9201 Crosswinds Lane, Unit 302 |
| 0708-334-0911-7 | 9201 Crosswinds Lane, Unit 303 |
| 0708-334-0912-5 | 9201 Crosswinds Lane, Unit 304 |
| 0708-334-0913-3 | 9201 Crosswinds Lane, Unit 401 |
| 0708-334-0914-1 | 9201 Crosswinds Lane, Unit 402 |
| 0708-334-0915-9 | 9201 Crosswinds Lane, Unit 403 |
| 0708-334-0916-7 | 9201 Crosswinds Lane, Unit 404 |
| 0708-334-1001-5 | 1802 Breezy Trail              |
| 0708-334-1002-3 | 1806 Breezy Trail              |
| 0708-334-1003-1 | 1818 Breezy Trail              |
| 0708-334-1004-9 | 1822 Breezy Trail              |
| 0708-334-1005-7 | 1826 Breezy Trail              |

|                 |                                |
|-----------------|--------------------------------|
| 0708-334-1006-5 | 1830 Breezy Trail              |
| 0708-334-1007-3 | 1834 Breezy Trail              |
| 0708-334-1008-1 | 1838 Breezy Trail              |
| 0708-334-1009-9 | 1842 Breezy Trail              |
| 0708-334-1010-6 | 9208 Crosswinds Lane           |
| 0708-334-1011-4 | 9216 Crosswinds Lane           |
| 0708-334-1012-2 | 9220 Crosswinds Lane           |
| 0708-334-1013-0 | 9224 Crosswinds Lane           |
| 0708-334-1014-8 | 9228 Crosswinds Lane           |
| 0708-334-1015-6 | 16 Gusty Court                 |
| 0708-334-1016-4 | 12 Gusty Court                 |
| 0708-334-1017-2 | 8 Gusty Court                  |
| 0708-334-1018-0 | 4 Gusty Court                  |
| 0708-334-1019-8 | 2 Windy Court                  |
| 0708-334-1020-5 | 6 Windy Court                  |
| 0708-334-1021-3 | 10 Windy Court                 |
| 0708-334-1022-1 | 14 Windy Court                 |
| 0708-334-1023-9 | 20 Windy Court                 |
| 0708-334-1024-7 | 24 Windy Court                 |
| 0708-334-1101-3 | 9213 Crosswinds Lane, Unit 101 |
| 0708-334-1102-1 | 9213 Crosswinds Lane, Unit 102 |
| 0708-334-1103-9 | 9213 Crosswinds Lane, Unit 103 |
| 0708-334-1104-7 | 9213 Crosswinds Lane, Unit 104 |
| 0708-334-1105-5 | 9213 Crosswinds Lane, Unit 201 |
| 0708-334-1106-3 | 9213 Crosswinds Lane, Unit 202 |

|                 |                                |
|-----------------|--------------------------------|
| 0708-334-1107-1 | 9213 Crosswinds Lane, Unit 203 |
| 0708-334-1108-9 | 9213 Crosswinds Lane, Unit 204 |
| 0708-334-1109-7 | 9213 Crosswinds Lane, Unit 301 |
| 0708-334-1110-4 | 9213 Crosswinds Lane, Unit 302 |
| 0708-334-1111-2 | 9213 Crosswinds Lane, Unit 303 |
| 0708-334-1112-0 | 9213 Crosswinds Lane, Unit 304 |
| 0708-334-1113-8 | 9213 Crosswinds Lane, Unit 401 |
| 0708-334-1114-6 | 9213 Crosswinds Lane, Unit 402 |
| 0708-334-1115-4 | 9213 Crosswinds Lane, Unit 403 |
| 0708-334-1116-2 | 9213 Crosswinds Lane, Unit 404 |
| 0708-334-1201-1 | 9225 Crosswinds Lane, Unit 101 |
| 0708-334-1202-9 | 9225 Crosswinds Lane, Unit 102 |
| 0708-334-1203-7 | 9225 Crosswinds Lane, Unit 103 |
| 0708-334-1204-5 | 9225 Crosswinds Lane, Unit 104 |
| 0708-334-1205-3 | 9225 Crosswinds Lane, Unit 201 |
| 0708-334-1206-1 | 9225 Crosswinds Lane, Unit 202 |
| 0708-334-1207-9 | 9225 Crosswinds Lane, Unit 203 |
| 0708-334-1208-7 | 9225 Crosswinds Lane, Unit 204 |
| 0708-334-1209-5 | 9225 Crosswinds Lane, Unit 301 |
| 0708-334-1210-2 | 9225 Crosswinds Lane, Unit 302 |
| 0708-334-1211-0 | 9225 Crosswinds Lane, Unit 303 |
| 0708-334-1212-8 | 9225 Crosswinds Lane, Unit 304 |
| 0708-334-1213-6 | 9225 Crosswinds Lane, Unit 401 |
| 0708-334-1214-4 | 9225 Crosswinds Lane, Unit 402 |
| 0708-334-1215-2 | 9225 Crosswinds Lane, Unit 403 |

|                 |                                |
|-----------------|--------------------------------|
| 0708-334-1216-0 | 9225 Crosswinds Lane, Unit 404 |
| 0708-334-1301-9 | 1824 Whistling Lane            |
| 0708-334-1302-7 | 5 Tailwind Court               |
| 0708-334-1303-5 | 1828 Whistling Lane            |
| 0708-334-1304-3 | 1832 Whistling Lane            |
| 0708-334-1305-1 | 9304 Crosswinds Lane           |
| 0708-334-1306-9 | 9308 Crosswinds Lane           |
| 0708-334-1307-7 | 9316 Crosswinds Lane           |
| 0708-334-1308-5 | 9212 Crosswinds Lane           |
| 0708-334-1309-3 | 21 Tailwind Court              |
| 0708-334-1310-0 | 17 Tailwind Court              |
| 0708-334-1311-8 | 13 Tailwind Court              |
| 0708-334-1312-6 | 9 Tailwind Court               |

EXHIBIT C

Percentage Interest in Common Elements

| <u>Unit No.</u> | <u>Unit Type</u> | <u>Address</u>                 | <u>% Interest</u> |
|-----------------|------------------|--------------------------------|-------------------|
| <u>2</u>        | <u>Ranch</u>     | <u>2 Windy Court</u>           | <u>.9677%</u>     |
| <u>4</u>        | <u>Ranch</u>     | <u>4 Gusty Court</u>           | <u>.9677%</u>     |
| <u>5</u>        | <u>Ranch</u>     | <u>5 Tailwind Court</u>        | <u>.9677%</u>     |
| <u>6</u>        | <u>Ranch</u>     | <u>6 Windy Court</u>           | <u>.9677%</u>     |
| <u>8</u>        | <u>Ranch</u>     | <u>8 Gusty Court</u>           | <u>.9677%</u>     |
| <u>9</u>        | <u>Ranch</u>     | <u>9 Tailwind Court</u>        | <u>.9677%</u>     |
| <u>10</u>       | <u>Ranch</u>     | <u>10 Windy Court</u>          | <u>.9677%</u>     |
| <u>12</u>       | <u>Ranch</u>     | <u>12 Gusty Court</u>          | <u>.9677%</u>     |
| <u>13</u>       | <u>Ranch</u>     | <u>13 Tailwind Court</u>       | <u>.9677%</u>     |
| <u>14</u>       | <u>Ranch</u>     | <u>14 Windy Court</u>          | <u>.9677%</u>     |
| <u>16</u>       | <u>Ranch</u>     | <u>16 Gusty Court</u>          | <u>.9677%</u>     |
| <u>17</u>       | <u>Ranch</u>     | <u>17 Tailwind Court</u>       | <u>.9677%</u>     |
| <u>18</u>       | <u>Ranch</u>     | <u>18 Hawks Landing Circle</u> | <u>.9677%</u>     |
| <u>20</u>       | <u>Ranch</u>     | <u>20 Windy Court</u>          | <u>.9677%</u>     |
| <u>21</u>       | <u>Ranch</u>     | <u>21 Tailwind Court</u>       | <u>.9677%</u>     |
| <u>22</u>       | <u>Ranch</u>     | <u>Hawks Landing Circle</u>    | <u>.9677%</u>     |
| <u>24</u>       | <u>Ranch</u>     | <u>24 Windy Court</u>          | <u>.9677%</u>     |
| <u>26</u>       | <u>Ranch</u>     | <u>26 Hawks Landing Circle</u> | <u>.9677%</u>     |
| <u>30</u>       | <u>Ranch</u>     | <u>30 Hawks Landing Circle</u> | <u>.9677%</u>     |
| <u>34</u>       | <u>Ranch</u>     | <u>34 Hawks Landing Circle</u> | <u>.9677%</u>     |
| <u>38</u>       | <u>Ranch</u>     | <u>38 Hawks Landing Circle</u> | <u>.9677%</u>     |



|             |              |                                |               |
|-------------|--------------|--------------------------------|---------------|
| <u>42</u>   | <u>Ranch</u> | <u>42 Hawks Landing Circle</u> | <u>.9677%</u> |
| <u>46</u>   | <u>Ranch</u> | <u>46 Hawks Landing Circle</u> | <u>.9677%</u> |
| <u>50</u>   | <u>Ranch</u> | <u>50 Hawks Landing Circle</u> | <u>.9677%</u> |
| <u>54</u>   | <u>Ranch</u> | <u>54 Hawks Landing Circle</u> | <u>.9677%</u> |
| <u>9202</u> | <u>Ranch</u> | <u>9202 Windy Point</u>        | <u>.9677%</u> |
| <u>9206</u> | <u>Ranch</u> | <u>9206 Windy Point</u>        | <u>.9677%</u> |
| <u>9208</u> | <u>Ranch</u> | <u>9208 Crosswinds Lane</u>    | <u>.9677%</u> |
| <u>9210</u> | <u>Ranch</u> | <u>9210 Windy Point</u>        | <u>.9677%</u> |
| <u>9214</u> | <u>Ranch</u> | <u>9214 Windy Point</u>        | <u>.9677%</u> |
| <u>9216</u> | <u>Ranch</u> | <u>9216 Crosswinds Lane</u>    | <u>.9677%</u> |
| <u>9218</u> | <u>Ranch</u> | <u>9218 Windy Point</u>        | <u>.9677%</u> |
| <u>9220</u> | <u>Ranch</u> | <u>9220 Crosswinds Lane</u>    | <u>.9677%</u> |
| <u>9222</u> | <u>Ranch</u> | <u>9222 Windy Point</u>        | <u>.9677%</u> |
| <u>9224</u> | <u>Ranch</u> | <u>9224 Crosswinds Lane</u>    | <u>.9677%</u> |
| <u>9226</u> | <u>Ranch</u> | <u>9226 Windy Point</u>        | <u>.9677%</u> |
| <u>9228</u> | <u>Ranch</u> | <u>9228 Crosswinds Lane</u>    | <u>.9677%</u> |
| <u>9230</u> | <u>Ranch</u> | <u>9230 Windy Point</u>        | <u>.9677%</u> |
| <u>9234</u> | <u>Ranch</u> | <u>9234 Windy Point</u>        | <u>.9677%</u> |
| <u>9238</u> | <u>Ranch</u> | <u>9238 Windy Point</u>        | <u>.9677%</u> |
| <u>9242</u> | <u>Ranch</u> | <u>9242 Windy Point</u>        | <u>.9677%</u> |
| <u>9246</u> | <u>Ranch</u> | <u>9246 Windy Point</u>        | <u>.9677%</u> |
| <u>9302</u> | <u>Ranch</u> | <u>9302 Windy Point</u>        | <u>.9677%</u> |
| <u>9304</u> | <u>Ranch</u> | <u>9304 Crosswinds Lane</u>    | <u>.9677%</u> |
| <u>9306</u> | <u>Ranch</u> | <u>9306 Windy Point</u>        | <u>.9677%</u> |

|                 |               |                                       |               |
|-----------------|---------------|---------------------------------------|---------------|
| <u>9308</u>     | <u>Ranch</u>  | <u>9308 Crosswinds Lane</u>           | <u>.9677%</u> |
| <u>9310</u>     | <u>Ranch</u>  | <u>9310 Windy Point</u>               | <u>.9677%</u> |
| <u>9312</u>     | <u>Ranch</u>  | <u>9312 Crosswinds Lane</u>           | <u>.9677%</u> |
| <u>9314</u>     | <u>Ranch</u>  | <u>9314 Windy Point</u>               | <u>.9677%</u> |
| <u>9316</u>     | <u>Ranch</u>  | <u>9316 Crosswinds Lane</u>           | <u>.9677%</u> |
| <u>1802</u>     | <u>Ranch</u>  | <u>1802 Breezy Trail</u>              | <u>.9677%</u> |
| <u>1806</u>     | <u>Ranch</u>  | <u>1806 Breezy Trail</u>              | <u>.9677%</u> |
| <u>1818</u>     | <u>Ranch</u>  | <u>1818 Breezy Trail</u>              | <u>.9677%</u> |
| <u>1822</u>     | <u>Ranch</u>  | <u>1822 Breezy Trail</u>              | <u>.9677%</u> |
| <u>1824</u>     | <u>Ranch</u>  | <u>1824 Whistling Lane</u>            | <u>.9677%</u> |
| <u>1826</u>     | <u>Ranch</u>  | <u>1826 Breezy Trail</u>              | <u>.9677%</u> |
| <u>1828</u>     | <u>Ranch</u>  | <u>1828 Whistling Lane</u>            | <u>.9677%</u> |
| <u>1830</u>     | <u>Ranch</u>  | <u>1830 Breezy Trail</u>              | <u>.9677%</u> |
| <u>1832</u>     | <u>Ranch</u>  | <u>1832 Whistling Lane</u>            | <u>.9677%</u> |
| <u>1834</u>     | <u>Ranch</u>  | <u>1834 Breezy Trail</u>              | <u>.9677%</u> |
| <u>1838</u>     | <u>Ranch</u>  | <u>1838 Breezy Trail</u>              | <u>.9677%</u> |
| <u>1842</u>     | <u>Ranch</u>  | <u>1842 Breezy Trail</u>              | <u>.9677%</u> |
| <u>9201-101</u> | <u>Garden</u> | <u>9201 Crosswinds Lane, Unit 101</u> | <u>.8333%</u> |
| <u>9201-102</u> | <u>Garden</u> | <u>9201 Crosswinds Lane, Unit 102</u> | <u>.8333%</u> |
| <u>9201-103</u> | <u>Garden</u> | <u>9201 Crosswinds Lane, Unit 103</u> | <u>.8333%</u> |
| <u>9201-104</u> | <u>Garden</u> | <u>9201 Crosswinds Lane, Unit 104</u> | <u>.8333%</u> |
| <u>9201-201</u> | <u>Garden</u> | <u>9201 Crosswinds Lane, Unit 201</u> | <u>.8333%</u> |
| <u>9201-202</u> | <u>Garden</u> | <u>9201 Crosswinds Lane, Unit 202</u> | <u>.8333%</u> |
| <u>9201-203</u> | <u>Garden</u> | <u>9201 Crosswinds Lane, Unit 203</u> | <u>.8333%</u> |

|                 |               |                                       |               |
|-----------------|---------------|---------------------------------------|---------------|
| <u>9201-204</u> | <u>Garden</u> | <u>9201 Crosswinds Lane, Unit 204</u> | <u>.8333%</u> |
| <u>9201-301</u> | <u>Garden</u> | <u>9201 Crosswinds Lane, Unit 301</u> | <u>.8333%</u> |
| <u>9201-302</u> | <u>Garden</u> | <u>9201 Crosswinds Lane, Unit 302</u> | <u>.8333%</u> |
| <u>9201-303</u> | <u>Garden</u> | <u>9201 Crosswinds Lane, Unit 303</u> | <u>.8333%</u> |
| <u>9201-304</u> | <u>Garden</u> | <u>9201 Crosswinds Lane, Unit 304</u> | <u>.8333%</u> |
| <u>9201-401</u> | <u>Garden</u> | <u>9201 Crosswinds Lane, Unit 401</u> | <u>.8333%</u> |
| <u>9201-402</u> | <u>Garden</u> | <u>9201 Crosswinds Lane, Unit 402</u> | <u>.8333%</u> |
| <u>9201-403</u> | <u>Garden</u> | <u>9201 Crosswinds Lane, Unit 403</u> | <u>.8333%</u> |
| <u>9201-404</u> | <u>Garden</u> | <u>9201 Crosswinds Lane, Unit 404</u> | <u>.8333%</u> |
| <u>9213-101</u> | <u>Garden</u> | <u>9213 Crosswinds Lane, Unit 101</u> | <u>.8333%</u> |
| <u>9213-102</u> | <u>Garden</u> | <u>9213 Crosswinds Lane, Unit 102</u> | <u>.8333%</u> |
| <u>9213-103</u> | <u>Garden</u> | <u>9213 Crosswinds Lane, Unit 103</u> | <u>.8333%</u> |
| <u>9213-104</u> | <u>Garden</u> | <u>9213 Crosswinds Lane, Unit 104</u> | <u>.8333%</u> |
| <u>9213-201</u> | <u>Garden</u> | <u>9213 Crosswinds Lane, Unit 201</u> | <u>.8333%</u> |
| <u>9213-202</u> | <u>Garden</u> | <u>9213 Crosswinds Lane, Unit 202</u> | <u>.8333%</u> |
| <u>9213-203</u> | <u>Garden</u> | <u>9213 Crosswinds Lane, Unit 203</u> | <u>.8333%</u> |
| <u>9213-204</u> | <u>Garden</u> | <u>9213 Crosswinds Lane, Unit 204</u> | <u>.8333%</u> |
| <u>9213-301</u> | <u>Garden</u> | <u>9213 Crosswinds Lane, Unit 301</u> | <u>.8333%</u> |
| <u>9213-302</u> | <u>Garden</u> | <u>9213 Crosswinds Lane, Unit 302</u> | <u>.8333%</u> |
| <u>9213-303</u> | <u>Garden</u> | <u>9213 Crosswinds Lane, Unit 303</u> | <u>.8333%</u> |
| <u>9213-304</u> | <u>Garden</u> | <u>9213 Crosswinds Lane, Unit 304</u> | <u>.8333%</u> |
| <u>9213-401</u> | <u>Garden</u> | <u>9213 Crosswinds Lane, Unit 401</u> | <u>.8333%</u> |
| <u>9213-402</u> | <u>Garden</u> | <u>9213 Crosswinds Lane, Unit 402</u> | <u>.8333%</u> |
| <u>9213-403</u> | <u>Garden</u> | <u>9213 Crosswinds Lane, Unit 403</u> | <u>.8333%</u> |


|                 |               |                                       |               |
|-----------------|---------------|---------------------------------------|---------------|
| <u>9213-404</u> | <u>Garden</u> | <u>9213 Crosswinds Lane, Unit 404</u> | <u>.8333%</u> |
| <u>9225-101</u> | <u>Garden</u> | <u>9225 Crosswinds Lane, Unit 101</u> | <u>.8333%</u> |
| <u>9225-102</u> | <u>Garden</u> | <u>9225 Crosswinds Lane, Unit 102</u> | <u>.8333%</u> |
| <u>9225-103</u> | <u>Garden</u> | <u>9225 Crosswinds Lane, Unit 103</u> | <u>.8333%</u> |
| <u>9225-104</u> | <u>Garden</u> | <u>9225 Crosswinds Lane, Unit 104</u> | <u>.8333%</u> |
| <u>9225-201</u> | <u>Garden</u> | <u>9225 Crosswinds Lane, Unit 201</u> | <u>.8333%</u> |
| <u>9225-202</u> | <u>Garden</u> | <u>9225 Crosswinds Lane, Unit 202</u> | <u>.8333%</u> |
| <u>9225-203</u> | <u>Garden</u> | <u>9225 Crosswinds Lane, Unit 203</u> | <u>.8333%</u> |
| <u>9225-204</u> | <u>Garden</u> | <u>9225 Crosswinds Lane, Unit 204</u> | <u>.8333%</u> |
| <u>9225-301</u> | <u>Garden</u> | <u>9225 Crosswinds Lane, Unit 301</u> | <u>.8333%</u> |
| <u>9225-302</u> | <u>Garden</u> | <u>9225 Crosswinds Lane, Unit 302</u> | <u>.8333%</u> |
| <u>9225-303</u> | <u>Garden</u> | <u>9225 Crosswinds Lane, Unit 303</u> | <u>.8333%</u> |
| <u>9225-304</u> | <u>Garden</u> | <u>9225 Crosswinds Lane, Unit 304</u> | <u>.8333%</u> |
| <u>9225-401</u> | <u>Garden</u> | <u>9225 Crosswinds Lane, Unit 401</u> | <u>.8333%</u> |
| <u>9225-402</u> | <u>Garden</u> | <u>9225 Crosswinds Lane, Unit 402</u> | <u>.8333%</u> |
| <u>9225-403</u> | <u>Garden</u> | <u>9225 Crosswinds Lane, Unit 403</u> | <u>.8333%</u> |
| <u>9225-404</u> | <u>Garden</u> | <u>9225 Crosswinds Lane, Unit 404</u> | <u>.8333%</u> |



**KRISTI CHLEBOWSKI**  
*Dane County Register of Deeds*  
P.O. Box 1438  
Madison, WI 53701-1438

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