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CONNECTICUT  
HARTFORD, CT 06103

0001102

ARTICLES OF INCORPORATION

~~97 MAY 14~~ pt: 42

MIDDLETON CONSERVANCY CONDOMINIUMS, INC.  
A Condominium

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OFFICE OF  
STATE REGISTRY  
CONNECTICUT  
HARTFORD, CT 06103  
97 MAY 22 09:00

**ARTICLES OF INCORPORATION**

These Articles of Incorporation are executed by the undersigned for the purpose of forming a Wisconsin corporation under Chapter 181 of the Wisconsin Statutes, WITHOUT STOCK AND NOT FOR PROFIT.

**ARTICLE I. NAME**

The name of the corporation is Middleton Conservancy Condominiums, Inc. (hereinafter called the "Association")

**ARTICLE II. EXISTENCE**

The period of existence shall be perpetual.

**ARTICLE III. PURPOSE AND POWERS OF ASSOCIATION**

The purpose and powers of the Association are as follows: This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residential Units and Common Elements (as such terms are defined in that certain Declaration of Middleton Conservancy Condominiums, Inc, a condominium, recorded in the office of the Register of Deeds for Dane County, Wisconsin, hereinafter called the "Declaration"); and to promote the health, safety and welfare of the residents within the above-described property, and in fulfillment of this purpose to do the following:

- (a) exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration and Bylaws applicable to the subject property described therein as the same may be amended and supplemented from time to time, said Declaration and Bylaws being incorporated herein as if set forth at length;
- (b) fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration and Bylaws and pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

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- (c) acquire (by gift, purchase or otherwise) , own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) borrow money for the purpose of improving, repairing and maintaining the Common Elements or any other property owned by the Association, and in aid thereof to mortgage any and all of its real or personal property as security for money borrowed or debts incurred;
- (e) grant easements and dedicate, sell or transfer all or any part of the Common Elements to any agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members;
- (f) participate in mergers, consolidations or contracts with other nonprofit corporations organized for the same purposes; and
- (g) have and exercise any and all powers, rights and privileges which a corporation organized under the Nonstock Corporation Law of the State of Wisconsin by law may now or hereafter have or exercise.

**ARTICLE IV. PRINCIPAL OFFICE**

The principal office of the Association is located at 3123 Waconia Lane, Middleton, Wisconsin 53562.

*Dane County.*

**ARTICLE V. REGISTERED AGENT**

The initial registered agent of the Association is William J. Holley.

**ARTICLE VI. ADDRESS OF REGISTERED AGENT**

The address of the initial registered agent is 3123 Waconia Lane, Middleton, Wisconsin 53562.

**ARTICLE VII. AMENDMENTS**

These Articles may be amended in the manner authorized by law at the time of amendment.

### ARTICLE VIII. BOARD OF DIRECTORS

The affairs of this Association shall be managed by the Board of Directors which shall be comprised of three (3) directors who shall serve until their successors are elected as provided in the Bylaws. The names and addresses of the persons who are initially to act in the capacity as directors are:

<u>Name</u>	<u>Address</u>
William J. Holley	3123 Waconia Lane, Middleton, WI 53562
Charles J. Chvala	1 Coach House Drive, Madison, WI 53714
James C. Thompson	4513 Hamlet Circle, Madison, WI 53714

### ARTICLE IX. MEMBERSHIP

Every person or entity who is a beneficial owner of a fee or undivided fee interest in any Unit which is subject to the Declaration, including contract buyers, shall be a member of the Association; provided, however, that persons or entities who hold an interest merely as security for the performance of an obligation shall not be deemed to be members by reason of such interest. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Association. membership in the Association is mandatory for all such persons and entities. Voting rights of members, including the designation of voting classes, shall be set forth in the Bylaws of the Association.

### ARTICLE X. STOCK, DIVIDENDS, COMPENSATION

The Corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the net earnings, assets or surplus of the Corporation shall inure to the benefit of or be distributed to its members, directors, officers or any other private individual other than by a rebate of excess membership dues, fees or assessments. The Corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered and may confer benefits upon its members in conformity with its purposes and to the extent not prohibited in its Bylaws.

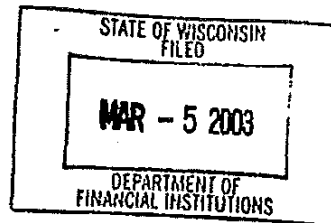
### ARTICLE XI. LIABILITY OF MEMBERS FOR ASSOCIATION OBLIGATIONS

The members of the Association shall not be liable for Association obligations except as provided for and authorized under the Declaration.



Sec. 181.1005  
Wis. Stats.

State of Wisconsin  
Department of Financial Institutions



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### ARTICLES OF AMENDMENT - NONSTOCK CORPORATION

A. The present corporate name (prior to any change effected by this amendment) is:

Middleton Conservancy Condominiums, Inc.

Text of Amendment (Refer to the existing articles of incorporation and the instructions on the reverse of this form. Determine those items to be changed and set forth the number identifying the paragraph being changed and how the amended paragraph is to read.)

RESOLVED, THAT the articles of incorporation be amended as follows:

Article I shall be amended to change the name of the corporation to "Middleton Conservancy Condominium Association, Inc."

B. Amendment(s) adopted on November 25, 2002

(Indicate the method of adoption by checking (X) the appropriate choice below.)

- ( ) In accordance with sec 181.1002, Wis. Stats. (By the Board of Directors)
- OR
- (X) In accordance with sec. 181.1003, Wis. Stats. (By Members)
- OR
- ( ) In accordance with sec 181.1004, Wis. Stats (By Members voting by Class)

C. Approval by 3<sup>rd</sup> Person (Contingency Statement)

( ) Written approval for amending the articles of incorporation was obtained from the person whose approval is required by a provision of the articles of incorporation authorized under sec. 181.1030.

D. Executed on 2/25/03 (Date) Terry Gibson (Signature)

Title: (X) President ( ) Secretary  
or other officer title \_\_\_\_\_  
Terry Gibson  
(Printed name)

This document was drafted by Attorney John W. Van Note  
(Name the individual who drafted the document)

DECLARATION OF MIDDLETON CONSERVANCY  
A CONDOMINIUM PLAT

DANE COUNTY  
REGISTER OF DEEDS

Doc No 2907738

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44 E MIFFLIN STREET #800  
MADISON WI 53703

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24/56



DECLARATION OF  
MIDDLETON CONSERVANCY  
A Condominium

000209

This Declaration is made pursuant to the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes, by Middleton Conservancy LLC, a Wisconsin limited liability company (hereinafter referred to as "Declarant"), being the sole owner of certain real estate located in the City of Middleton, Dane County, Wisconsin, as described on the attached Exhibit A.

The purpose of this Declaration of Condominium is to submit the real estate and improvements above described to condominium ownership in the manner provided by the "Condominium Ownership Act," Chapter 703, Wisconsin Statutes.

**ARTICLE I. DEFINITIONS**

- A. The following words and terms used herein shall have the same meaning unless the context requires otherwise as follows:
1. "ASSOCIATION" or "ASSOCIATION OF UNIT OWNERS" means Middleton Conservancy, Inc., a Wisconsin nonstock corporation, of which all Unit Owners shall be members.
  2. "COMMON ELEMENTS" mean all of the condominium except its Units.
  3. "COMMON EXPENSES" and "COMMON SURPLUSES" mean the expenses and surpluses of the Association.
  4. "CONDOMINIUM" means the property subject to this Condominium Declaration having the name Middleton Conservancy and the address of Conservancy Lane, Middleton, Wisconsin.
  5. "CONDOMINIUM INSTRUMENTS" mean the Declaration, Bylaws, plats and plans of the Condominium, together with any attached exhibits or schedules.
  6. "DECLARANT" means the owner who subjects its property to the Condominium Declaration.

7. "DECLARATION" means the instrument by which a property becomes subject to the "Condominium Ownership Act, Chapter 703, Wisconsin Statutes ("the Act"), and that Declaration, as amended from time to time.

8. "EXPANDABLE CONDOMINIUM" means a condominium to which additional property or units or both may be added in accordance with the provisions of a declaration and the Act. 000210

9. "LIMITED COMMON ELEMENTS" mean those Common Elements identified in the Declaration or on the Condominium Plat as reserved for the exclusive use of one or more but less than all of the Unit Owners.

10. "MAJORITY" or "MAJORITY OF UNIT OWNERS" means the Condominium Unit Owners with more than fifty percent (50%) of the votes assigned to the Units in the Condominium Declaration.

11. "MORTGAGE" means any first mortgage lien encumbering a Unit.

12. "MORTGAGEE" means the holder of any recorded mortgages encumbering one or more Units or a land contract vendor.

13. "PERSON" means any individual, corporation, Limited Liability company, partnership, association, trustee or other legal entity.

14. "PROPERTY" means the unimproved land, land together with improvements on it or improvements without the underlying land, which is the subject of this Declaration. Property may consist of noncontiguous parcels or improvements.

15. "UNIT" means that part of the Property subject to this Declaration intended for any type of independent use, comprised of one or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in a building together with all fixtures and improvements contained therein.

16. "UNIT NUMBER" means the number, letter or combination thereof, identifying a Unit in the Declaration.

17. "UNIT OWNER" or "OWNER" means a person, combination of persons, a partnership, a corporation, a limited liability company or other legal

entity which holds legal title to a Unit or has equitable ownership as a land contract vendee and which owns an undivided interest in the Common Elements appurtenant to such Unit in the percentage specified and established in this Declaration.

**ARTICLE II. STATUTORY PROVISIONS**

000211

A. General Description of Buildings, Units and Common Elements.

1. The Condominium includes eleven (11) buildings containing twenty-five (25) units (the "Units"). A numerical listing of all Units is set forth on Exhibit A-1 attached hereto, and the types of Units, with respect to floor plans, are depicted on the Plat and briefly described on Exhibit A-2 attached hereto. The Condominium, including the buildings and Units, is depicted on the Condominium Plat attached hereto as Exhibit B (the "Plat").
2. Each Unit location is shown on the Plat.
  - (a) A Unit includes one or more contiguous or noncontiguous cubicles of air at one or more levels of space having outer boundaries formed by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames of the building, as those boundaries are shown on the building and floor plans contained in the Plat, together with all fixtures and improvements contained therein.
  - (b) Units are identified by number and location on the Plat and include the interests pertaining to the Unit in the Common Elements and Limited Common Elements and the rights and obligations created under this Declaration.
3. The Common Elements shall consist of all of the Condominium, with the exception of the individual Units, including, without limitation, the land on which the building or buildings are located, bearing walls, floors and ceilings (except the interior surfaces thereof, which form the outer boundaries of a Unit) , attics, roofs, foundations, pipes, ducts, electrical wiring and conduits, public utility lines, water and sewer laterals, outside walls, girders, beams and supports, structural parts of the buildings, the walks, parking spaces and landscaping. There are reserved for the exclusive use of the Unit Owner of each Unit at issue certain Limited Common Elements, specifically:

The patio, porch and garage adjoining a Unit (as reflected on the Plat and floor plans).

All private driveways (including the parking spaces at the end of such driveways) are Common Elements, the use of which are governed by the Rules and Regulations of the Condominium.

Any mortgage of a Unit shall also be deemed to automatically include the mortgagor's interest in the Common Elements and any applicable Limited Common Elements, regardless of whether the mortgagor's interest in such Common Elements and Limited Common Elements is specifically referred to in the mortgage at issue. 000212

- B. Percentage Interest Appurtenant to Each Unit. The percentage of undivided interest in the Common Elements appertaining to each Unit and its Unit Owner shall be the same. Therefore, each Unit and its Unit Owner has a common interest in the common area equal to the proportion that its Unit bears to the total number of Units in the Condominium Development (i.e., each initial Unit Owner has a one twenty-fifth (1/25) interest the common areas, as shown on the attached Exhibit A-1, with corresponding adjustments being made as the Condominium is expanded).
- C. Number of Votes Appurtenant to Each Unit. There shall be one (1) vote appurtenant to each Unit. When more than one person holds an interest in any Unit, the vote for such Unit shall be exercised as the owners of that Unit, among themselves, may determine, but in no event may more than one (1) vote be cast with respect to any Unit. There can be no split vote, and only the person designated to cast the vote on the membership list maintained by the Association in accordance with the Bylaws of the Association may cast such vote.
- D. Restrictions on Use. The Units are intended for and restricted to residential use, and no single Owner (other than the Declarant during the initial sales period) may hold title to more than ten percent (10%) of the total Units in the Condominium. Nothing contained herein shall preclude any Unit owner from renting out his Unit, except that, once all Units have been sold by the Declarant, no more than twenty-five percent (25%) of the total Units in the condominium may be rented at any one time. Additional restrictions, including, but not limited to, restrictions as to the placing of "For Rent" signs in, on or about any Unit or any of the Common Elements, shall be as contained in the Rules and Regulations, as they may from time to time be promulgated in accordance with the terms of the Bylaws.

- E. Service of Process. The person who receives service of process for the Association shall be the President of the Association, or, at the President's option, the Association's legal counsel. The current registered agent is William J. Holley and the address for that registered agent is 3123 Waconia Lane, Middleton, WI 53562. Any change in the registered agent shall be effective upon execution of a resolution by the Board of Directors of the Association and proper filing of any such change with the office of the Wisconsin Department of Financial Institutions.
- F. Damage or Destruction. In the event of partial or total destruction of the Property, the damaged or destroyed Property shall be rebuilt and/or repaired as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within sixty (60) days after such partial or total destruction at least ninety percent (90%) of the total number of Unit Owners entitled to vote agree not to repair, restore and/or rebuild. In such event, the provisions of Section 703.18 of the Wisconsin Statutes (1993-94) shall be applicable. On reconstruction, the design, plan and specifications of any building or Unit may vary from that of the original upon approval of three-fourths (3/4) of the Unit Owners entitled to vote, provided, however, that the number of square feet of any Unit may not vary from the number of square feet for such Unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction.
- G. Procedure for Reconstruction and Repair.
1. Cost Estimates. Immediately after a fire or other casualty causing damage to any part of the Condominium, the Board of Directors shall obtain detailed estimates of reconstruction and repair costs so as to restore the Condominium to a condition as good as that existing before such fire or other casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary or desirable.
  2. Assessments. If the proceeds of insurance maintained by the Board of Directors are not sufficient to defray the estimated costs of reconstruction and repair, or if at any time during reconstruction and repair the funds for the payment thereof are insufficient, special assessments in sufficient amounts to provide payment of such costs shall be levied by the Board of Directors against all Unit Owners in proportion to the respective percentage interests of all Units, notwithstanding anything to the contrary contained in

Section 4 of Article XI of the Association's Bylaws. Such special assessments shall not require the approval of the Association, anything in this Declaration or the Association's Bylaws to the contrary notwithstanding.

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3. Plans and Specifications. Any reconstruction or repair of the Condominium in accordance with this Article shall be made substantially in accordance with the plans and specifications under which the Condominium originally was constructed, subject to the requirements of applicable law at the time of such reconstruction or repair and subject to the provisions of Section G of Article II, above.
  
4. Disbursements.
  - (a) Construction Fund. The net proceeds of insurance collected on account of casualty, together with any sums received by the Board of Directors from collections of special assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner: If the estimated cost of reconstruction and repair is One Hundred Thousand Dollars (\$100,000.00) or less, then the construction fund shall be disbursed in payment of such costs upon order of the Insurance Trustee as defined below; if the estimated cost of reconstruction and repair is more than One Hundred Thousand Dollars (\$100,000.00), then the construction fund shall be disbursed in payment of such costs upon order of the Insurance Trustee and approval; of an architect qualified to practice in the State of Wisconsin and employed to supervise such reconstruction and repair, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by the various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with such reconstruction and repair and stating that: (a) the sums requested by them in payment are justly due and owing and do not exceed the value of the services and materials furnished; (b) there is no other outstanding indebtedness known to such architect for the services and materials described; and (c) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested.

- (b) Surplus. The first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds, and if there is a balance in the construction fund after the payment of all of the costs of reconstruction and repair for which the fund is established, such balance shall be divided first among all Unit Owners who paid special assessments levied pursuant to Section G(2) of this Article in proportion to their payments, and the balance, if any shall be divided among all Unit Owners in proportion to each Unit Owner's obligation to pay Common Expenses and shall be distributed in accordance with the priority of interest, at law or in equity, in each Unit.
- (c) Common Elements. When damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of replacing and repairing those portions of the Common Elements which enclose and/or service the Units, next to the cost of replacing and repairing the perimeter walls of the Units, next to the cost of replacing and repairing the other Common Elements, and the balance, if any, to the cost of replacing and repairing the Units.
- (d) Certificate. The Insurance Trustee as defined below shall be entitled to rely upon a certificate executed by the President (or the Vice President) and the Secretary of the Association, certifying (i) whether the damaged property is required to be reconstructed and repaired, (ii) the name of the payee and the amount to be paid with respect to disbursement from any construction fund, and (iii) all other matters concerning the holding and disbursing of any construction fund. Any such certificate shall be delivered to the Insurance Trustee promptly after request.

5. Insurance Trustee. All physical damage insurance policies purchased by the Board of Directors shall provide that all proceeds thereof shall be paid in trust to the Board of Directors, as "Insurance Trustee", to be applied pursuant to the provisions of Section G(4) of this Article. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same, in trust, for the purposes stated in this Declaration and the Bylaws of the Association for the benefit of the insureds and their beneficiaries.

6. Board of Directors as Agent. The Board of Directors is hereby irrevocably appointed the agent for each Unit owner to adjust and settle all claims

arising under insurance policies maintained by the Board of Directors and to execute and deliver releases upon the payment of claims.

- H. Eminent Domain. Section 703.19 (1993-94) shall apply to this Condominium.

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**ARTICLE III. POWERS OF THE DECLARANT AND OF THE ASSOCIATION OF UNIT OWNERS**

- A. Initial Rights of Declarant. Until such time as the Board of Directors of the Association of Unit Owners provided for in this Declaration is formed and further until thirty (30) days after the Declarant shall have consummated the initial sale of at least seventy-five percent (75%) of the Common Elements to purchasers, or five (5) years from the date of conveyance of the first Unit, whichever shall first occur, the Declarant or its successors or assigns may exercise the powers, rights, duties and functions of the Board of Directors and Association. After the period described above, the Association and the Board of Directors shall be bound fully by all contracts concerning the Condominium entered into by the Declarant during the aforementioned period(s), subject to the provisions of Wis. Stat. §703.35 (1993-94). Prior to the conveyance of twenty-five percent (25%) of the Common Element interests to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the Directors of the Board of Directors. Prior to the conveyance of fifty percent (50%) of the Common Element interest 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 of the Board of Directors.
- B. Association of Unit Owners. The Association has the power to:
1. adopt a budget for revenues, expenditures and reserves and levy and collect assessments for Common Expenses from Unit Owners;
  2. employ and dismiss employees and agents;
  3. sue on behalf of all Unit Owners; and
  4. exercise any other power conferred by the Condominium Instruments or Bylaws, including, without limitation, the power to adopt rules and regulations.



In addition, the Association has the further conditional powers subject to any restrictions and limitations specified in Article III. C below and the Bylaws:

1. to make contracts, and incur liabilities; 0 0 0 2 1 7
2. to regulate and impose charges for the use of the Common Elements;
3. to cause additional improvements to be made as a part of the Common Elements;
4. to acquire, hold, encumber and convey any right, title or interest in or to real property;
5. to grant permits, licenses and easements through or over the Common Elements;
6. to receive any income derived from payments, fees or charges for the use, rental or operation of the Common Elements; and
7. to grant or withhold approval of any action by a Unit Owner or other person which would change the exterior appearance of the Unit or of any other portion of the Condominium.

C. Easements for Access. The Association or its agent may have and is hereby granted access to the Units for purposes of maintenance, repair and replacement of Common Elements, provided that such access shall only be provided after giving the owner of the Unit to which access must be obtained reasonable notice of the need for such access and arranging for a mutually agreeable time for such access, except that in the event of an emergency, the Association, or its agent, may gain access to any Unit to make the necessary repair without the giving of any notice or the arranging for a mutually agreeable time.

D. Miscellaneous Restrictions. Notwithstanding anything contained in Section B above, except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium, unless at least three fourths (3/4) of the Unit owners entitled to vote and their respective mortgagees have given their prior written approval, the Association shall not be entitled to:

1. change the pro rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or  
  
(b) determining the pro rata share of ownership of each Unit in the Common Elements;
2. partition or subdivide any Unit;
3. by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer all or any portion of the Common Elements. (The granting of easements for public utilities, for the purpose of providing the Declarant or his successor or assign access to Declarant's adjacent property, whether now owned or hereafter acquired, or for other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a transfer within the meaning of this clause.);
4. use hazard insurance proceeds for losses to the Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Property (or other purposes related thereto such as, by way of example, administrative costs and expenses incurred in connection with such repair, replacement or reconstruction) except if such proceeds are surplus as provided in Section G(4)(b) of Article II above; or
5. borrow money on behalf of the Association.

The Association shall not be entitled to, by act or omission, seek to abandon or terminate the Condominium without the prior written consent of all of the Unit Owners entitled to vote and their respective mortgagees.

- E. Rules and Regulations. Rules and regulations concerning the use of the Property may be established by the Association, provided that copies of such regulations are mailed or otherwise sent to each current Unit Owner whose name and address has been submitted to the Association prior to the time that such rules and regulations become effective.
- F. Proviso. Until the Declarant has completed all of the contemplated improvements and closed the sale of all of the Units, neither the Unit Owners nor the Association nor their use of the Property shall in any manner interfere with the completion of the contemplated improvements

and Declarant's sale of the Units. Declarant may make such use of the **000219** unsold Units and Common Elements as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the showing of Property and the display of signs until such time as all of the Units have been sold by the Declarant. When there are unsold Units in the Condominium, Declarant shall enjoy the same rights and assume the same duties, (except as otherwise provided in this Declaration, The Bylaws or any of the other Condominium Instruments) as they relate to each individual Unit. In addition, Declarant shall be allowed to lease Units at its discretion and without any of the limitations as to leasing which are contained in this Declaration or in the Association's Bylaws (except that Declarant shall be bound by the final sentence of Article XII, Section 7 of the Bylaws) until the Declarant has closed the sale of all Units.

- G. Abatement and Enjoining of Violations. Article XIV of the Association's Bylaws contains various rights and remedies of the Association and Unit Owners in the event of any violation of the Act, the Declaration, the Bylaws and the Rules and Regulations.

#### ARTICLE IV. COMMON ELEMENTS

- A. Common Expense. The maintenance and operation of the Common Elements shall be the responsibility of the Association and a Common Expense, as set forth in the Association's Bylaws.
- B. Agreement to Pay Assessment. Each Owner of any Unit by the acceptance of the Deed or Land Contract therefor, whether or not it be so expressed in such Deed or Land Contract, shall be deemed to covenant and agree with others and the Association to pay to the Association for the purposes provided in this Association's Bylaws, annual assessments, special assessments for capital improvements, working capital assessments and assessments for any other matters as provided herein. Such assessments shall be fixed, established and collected from time to time in the manner provided in the Association's Bylaws. Assessments shall commence upon the date of the conveyance of the first Unit; provided, however, the Declarant shall not be obligated to pay assessments on any unsold Units. Notwithstanding the foregoing, the Declarant shall be obligated to make up any deficit or shortage that may arise in the Condominium's initial period of operation (i.e., until the Declarant has sold at least six (6) Units).

C. Lien for Assessments. All sums assessed against a Unit, together with interest thereon as provided in the Association's Bylaws, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for: (1) liens of general and special taxes; and (2) a lien for all sums unpaid on a first mortgage duly recorded in the Dane County, Wisconsin real estate records, prior to the making of such assessment, including all unpaid obligatory advances to be made pursuant to such mortgage and all amounts advanced pursuant to such mortgage and secured by the lien thereof in accordance with the terms of such instrument; and (3) construction liens filed prior to the making of such assessment.

All other lienors acquiring liens on any Unit shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

**ARTICLE V. EXPANSION**

Declarant, in its sole discretion, reserves the right, but shall in no way be obligated, to expand the Condominium governed by this Declaration by constructing additional Units on the Property described on Exhibit C and subjecting such Property to this Declaration and reallocating the respective percentage undivided interests and obligations as herein provided. Declarant further reserves the right to amend this Declaration, its exhibits and the Condominium Plat, without other consent or approval, for the purpose of effecting an expansion of the Condominium. The Property which Declarant may, in its sole discretion, add to the Condominium under this reservation is described on Exhibit C attached hereto and made a part hereof. Such additional Units may be added in one or more phases in the sole discretion of the Declarant, and the additional Units and the buildings in which they are contained shall be of a similar design and comparable quality to that of the original Units and buildings.

The maximum number of units which may be added to the Condominium is thirty-seven (37). Each time the Condominium is expanded, the undivided interests and obligations appurtenant to each Unit, old and new, shall be equal to the proportion that any one Unit bears to the total number of Units in the Condominium development (i.e. if the Condominium is fully expanded to 62 Units, each Unit Owner shall have a one-sixty-second (1/62) interest in the Common Elements). There shall be one (1) vote appurtenant to each new Unit, as is the case with each original Unit. The right to expand the Condominium and to amend the Declaration and Condominium Plat for this purpose are reserved for a period of seven (7) years from the date this Declaration is recorded (which is also the date on which this Declaration becomes effective).



Notwithstanding anything to the contrary contained in this Declaration, in the Bylaws or in any other Condominium Instruments, Declarant, in its sole discretion, also reserves the right to grant easements over and across the Common Elements for purposes of developing and effecting an expansion of the Condominium, or in the event the Condominium is not expanded as provided herein, Declarant may, in its sole discretion, grant easements over and across all private streets in the Condominium in order to provide access to the property described on the attached Exhibit C and any and all current or future owners thereof as the Declarant in its sole discretion shall deem necessary or advisable. At such time as Declarant relinquishes its initial rights, powers, duties and functions, as provided in this Declaration, the Board of Directors shall have the power to grant such easements, and the Board of Directors shall grant the necessary easements as heretofore referenced for owners of all property described on the attached Exhibit C in the event the Condominium is not expanded as provided herein.

**ARTICLE VI. NOTICES**

Notices, consents, approvals, requests and demands (collectively "Notices") required to be given to the Association, the Board or any Unit Owner may be delivered either personally or by mail. Notices to Unit Owners shall be addressed to the Unit owner at such place as the Unit Owner shall direct in writing. Notices to the Association or the Association's Board of Directors shall be addressed to the Association's registered office. Notices shall be effective upon personal delivery or, if mailed, upon deposit (either registered, certified or first-class) in any U.S. Post Office Box with postage prepaid.

**ARTICLE VII. DECLARANT WARRANTIES**

Declarant will provide to Unit Owners any and all assignable product warranties it has received in connection with a Unit.

The improvements constructed shall carry a one year limited declarant warranty against abnormal defects caused by faulty workmanship or defective material due to noncompliance with accepted quality standards of the industry (said warranty to extend from date of completion or occupancy, whichever occurs first).

Also, during the first two years declarant warrants the wiring, piping, and ductwork for plumbing, electrical, heating, and cooling systems (exclusive of appliances, fixtures, and equipment which are or are not covered by manufacturer's warranty) of the improvements against "Major Construction Defect" in accordance with compliance to qualify of standards of the industry. (In no way shall Declarant warranty supercede manufacturer's warranty on any items.)



The warranty shall require Declarant or its representative to make at least one inspection of the Unit Owner's improvements subsequent to completion according to the following terms and schedule: Upon receipt of a four month or one year written service request from Unit Owner, Declarant will inspect Unit Owner's improvements within 30 days after receipt of each respective notice; and where shown by such inspection to require adjustment by reason of defects in workmanship or marterial, Declarant will make reasonable and necessary repairs or adjustments without cost to Owner within 90 days, weather and labor conditions permitting and emergencies expected.

The provisions of the warranty shall not apply if there is any money owed Declarant on the purchase, including extras, unless such money is covered by a properly executed escrow agreement.

Where a separate contract exists between Unit Owner and a particular subcontractor for any phase of construction, Declarant has no responsibility for warranty enforcement. (Note: Normal settling of earth around excavated and back-filled areas of the improvements is not covered by Declarant Warranty. Such settling could be caused by soil type, climate, drainage, hydrostatic pressure, or other natural conditions and could result in dampness or water conditions in basement.)

Declarant has not made any warranties or representations in connection with this Condominium, except as specifically set forth herein, in the Bylaws, or in any offer to purchase which Declarant enters into with any Owner. Declarant warrants its construction for one (1) year from the date of the completion of the Condominium building containing the Unit. No Person shall rely upon any warranty or representation unless contained in this Declaration, in the Bylaws of the Owners Association, or in any offer to purchase it has entered into. Any estimates of Common Expenses, taxes or other charges are only estimates, and no warranty or representation or guarantees of the amount thereof are made.

**ARTICLE VIII. INVALIDITY OF A PROVISION**

If any of the provisions of this Declaration, the Association's Articles of Incorporation, the Bylaws, the Rules and Regulations, the Wisconsin Condominium Ownership Act or any section, sentence, clause, phrase, word or application of any of them in any circumstance is held invalid or unenforceable, the validity or enforceability of the remainder of them shall not be affected thereby.

**ARTICLE IX. CONSTRUCTION**

Any matter not specifically set forth herein shall be governed by the Act, and in the event of any conflict with respect to the terms and provisions as set forth herein with that Act, the provisions of the Act shall control.



**ARTICLE X. NOTICES TO MORTGAGEES 000223**

Whenever so requested in writing by the holder, insurer or guarantor of a Mortgage, the Board of Directors shall promptly give timely written notice to such insurer, guarantor or Mortgagee of (a) any 60-day delinquency in the payment of assessments or charges due by the Unit Owner of the mortgaged Unit, (b) any condemnation or casualty loss that affects a material portion of such Unit or the Common Elements, (c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, and (d) any proposed action requiring the consent of Mortgagees either hereunder or under the Association's Bylaws. A request for notice hereunder shall be in writing and shall contain the name and address of such holder, insurer or guarantor and the Unit number or street address of the encumbered Unit.

**ARTICLE XI. AMENDMENTS**

This Declaration may be amended with the written consent of at least two-thirds (2/3) of the Unit owners and their respective Mortgagees, except that any act requiring unanimous consent or a three-fourths (3/4) vote of the Unit Owners entitled to vote as set forth herein shall require unanimous consent or a three-fourths (3/4) vote respectively to amend such provision; any amendment shall become effective upon being recorded in the office of the Register of Deeds for Dane County, Wisconsin, together with a recitation of the fact that such amendment was passed in accordance with the provisions set forth in this Declaration and the Bylaws. Notwithstanding the foregoing, the Declarant may amend the Declaration without any other consents, approvals or votes if such amendment be required to comply with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veteran's Administration or any other governmental or quasi-governmental agency insuring or involved in the making or purchasing of Mortgages of any Unit.

**ARTICLE XII. NUMBER AND GENDER**

Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.







ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

000225

On this 14th day of November, 1997, before me, personally appeared Donald Griffin, and EDWARD W. KINNEY, \_\_\_\_\_, to me known to be the ASSISTANT VICE PRESIDENT and ASSISTANT VICE PRESIDENT respectively, of Anchor Bank and to me known to be the persons who executed the foregoing instrument and to me known to be such ASSISTANT VICE PRESIDENT and ASSISTANT VICE PRESIDENT of Anchor Bank and that they executed the foregoing instrument as such officers, as the deed of Anchor Bank, by its authority.

Catherine J. Thur  
\* CATHERINE J. THUR  
Notary Public, Dane County, WI  
My Commission: EXPIRES MAY 23, 1999

(NOTARIAL SEAL)

This instrument was drafted by and shall be returned to:

Attorney Charles J. Chvala  
44 E. Mifflin Street  
Suite 800  
Madison, Wisconsin 53703



EXHIBIT A

REAL ESTATE

226

LEGAL DESCRIPTION

Part of Lot 1 of Certified Survey Map Number 8693, as recorded in Volume 48 of Certified Survey Maps on pages 50-54, as Document Number 2887675, Dane County Registry. Also located in the Northeast Quarter and Southeast Quarter of the Southwest Quarter of Section 1, Township 7 North, Range 8 East, City of Middleton, Dane County, Wisconsin, more fully described as follows:

Commencing at the South quarter corner of said Section 1; thence North 00 degrees 10 minutes 38 seconds West, 1979.61 feet to the point of beginning; thence South 24 degrees 52 minutes 24 seconds West, 102.49 feet; thence South 38 degrees 40 minutes 02 seconds West, 85.43 feet; thence South 36 degrees 56 minutes 04 seconds West, 61.97 feet; thence South 51 degrees 09 minutes 52 seconds West, 59.86 feet; thence South 35 degrees 14 minutes 34 seconds West, 10.86 feet; thence North 64 degrees 26 minutes 28 seconds West, 249.34 feet; thence North 03 degrees 58 minutes 29 seconds West, 26.92 feet; thence North 61 degrees 00 minutes 36 seconds West, 87.44 feet; thence North 31 degrees 29 minutes 15 seconds East, 421.36 feet to a point of curvature; thence along a curve to the right through a central angle of 09 degrees 26 minutes 46 seconds, an arc distance of 47.81 feet, a radius of 290.00 feet, and a chord bearing North 36 degrees 12 minutes 38 seconds East, 47.76 feet; thence North 40 degrees 56 minutes 01 second East, 292.60 feet to a point of curvature; thence along a curve to the left through a central angle of 12 degrees 03 minutes 28 seconds, an arc distance of 77.87 feet, a radius of 370.00 feet, and a chord bearing North 38 degrees 10 minutes 47 seconds East, 77.72 feet; thence South 00 degrees 10 minutes 38 seconds East, 601.17 feet to the point of beginning. Containing 222,017 square feet or 5.0968 acres, more or less.

FUTURE EXPANSION AREA

Part of Lot 1 of Certified Survey Map Number 8693, as recorded in Volume 48 of Certified Survey Maps on pages 50-54, as Document Number 2887675, Dane County Registry. Also located in the Northeast Quarter and Southeast Quarter of the Southwest Quarter of Section 1, Township 7 North, Range 8 East, City of Middleton, Dane County, Wisconsin, more fully described as follows:

Commencing at the South quarter corner of said Section 1; thence North 00 degrees 10 minutes 38 seconds West, 1979.61 feet; thence South 24 degrees 52 minutes 24 seconds West, 102.49 feet; thence South 38 degrees 40 minutes 02 seconds West, 85.43 feet; thence South 36 degrees 56 minutes 04 seconds West, 61.97 feet; thence South 51 degrees 09 minutes 52 seconds West, 59.86 feet; thence South 35 degrees 14 minutes 34 seconds West, 10.86 feet to the point of beginning; thence South 35 degrees 14 minutes 34 seconds West, 151.79 feet; thence South 00 degrees 21 minutes 09 seconds West, 49.53 feet; thence South 16 degrees 21 minutes 00 seconds East, 41.60 feet; thence South 42 degrees 00 minutes 09 seconds West, 108.25 feet; thence South 38 degrees 36 minutes 02 seconds West, 61.40 feet; thence South 11 degrees 01 minute 15 seconds West, 54.73 feet; thence South 47 degrees 53 minutes 14 seconds West, 56.58 feet; thence South 20 degrees 52 minutes 30 seconds West, 94.49 feet; thence South 14 degrees 15 minutes 41 seconds West, 66.23 feet; thence North 70 degrees 30 minutes 14 seconds West, 130.50 feet to a point of curvature; thence along a curve to the right through a central angle of 188 degrees 01 minute 40 seconds, an arc distance of 155.88 feet, a radius of 47.50 feet, and a chord bearing North 85 degrees 59 minutes 10 seconds West, 94.77 feet to a point of curvature; thence along a curve to the right through a central angle of 02 degrees 20 minutes 55 seconds, an arc distance of 73.89 feet, a radius of 1802.50 feet, and a chord bearing North 09 degrees 24 minutes 23.5 seconds East, 73.88 feet; thence North 76 degrees 46 minutes 19 seconds West, 113.96 feet; thence North 26 degrees 10 minutes 15 seconds East, 675.19 feet; thence North 31 degrees 29 minutes 15 seconds East, 8.96 feet; thence South 61 degrees 00 minutes 36 seconds East, 87.44 feet; thence South 03 degrees 58 minutes 29 seconds East, 26.92 feet; thence South 64 degrees 26 minutes 28 seconds East, 249.34 feet to the point of beginning. Containing 233,437 square feet or 5.3590 acres, more or less.

Lot 2 of Certified Survey Map Number 8693, as recorded in Volume 48 of Certified Survey Maps on pages 50-54 as Document Number 2887675, Dane County Registry.

<u>List of Numbers</u>	<u>Fraction of Undivided Interest In The Common Elements</u>
1	1/25
2	1/25
3	1/25
4	1/25
5	1/25
6	1/25
7	1/25
8	1/25
9	1/25
10	1/25
11	1/25
12	1/25
13	1/25
14	1/25
15	1/25
16	1/25
17	1/25
18	1/25
19	1/25
20	1/25
21	1/25
22	1/25
23	1/25
24	1/25
25	1/25



EXHIBIT A-2

Types of Units

000228

UNIT	MODEL	ITEMS INCLUDED
1	Ranch	Two-Bedroom/Two Bath Two-car garage
2	Ranch	Two-Bedroom/Two Bath Two-car garage
3	Ranch	Two-Bedroom/Two Bath Two-car garage
4	Ranch	Two-Bedroom/Two Bath Two-car garage
5	Ranch	Two-Bedroom/Two Bath Two-car garage
6	Ranch	Two-Bedroom/Two Bath Two-car expanded garage
7	Ranch	Two-Bedroom/Two Bath Two-car garage
8	Ranch	Two-Bedroom/Two Bath Two-car garage
9	Ranch	Two-Bedroom/Two Bath Two-car garage
10	Ranch	Two-Bedroom/Two Bath Two-car garage
11	Ranch	Two-Bedroom/Two Bath Two-car garage
12	Ranch	Two-Bedroom/Two Bath Two-car garage

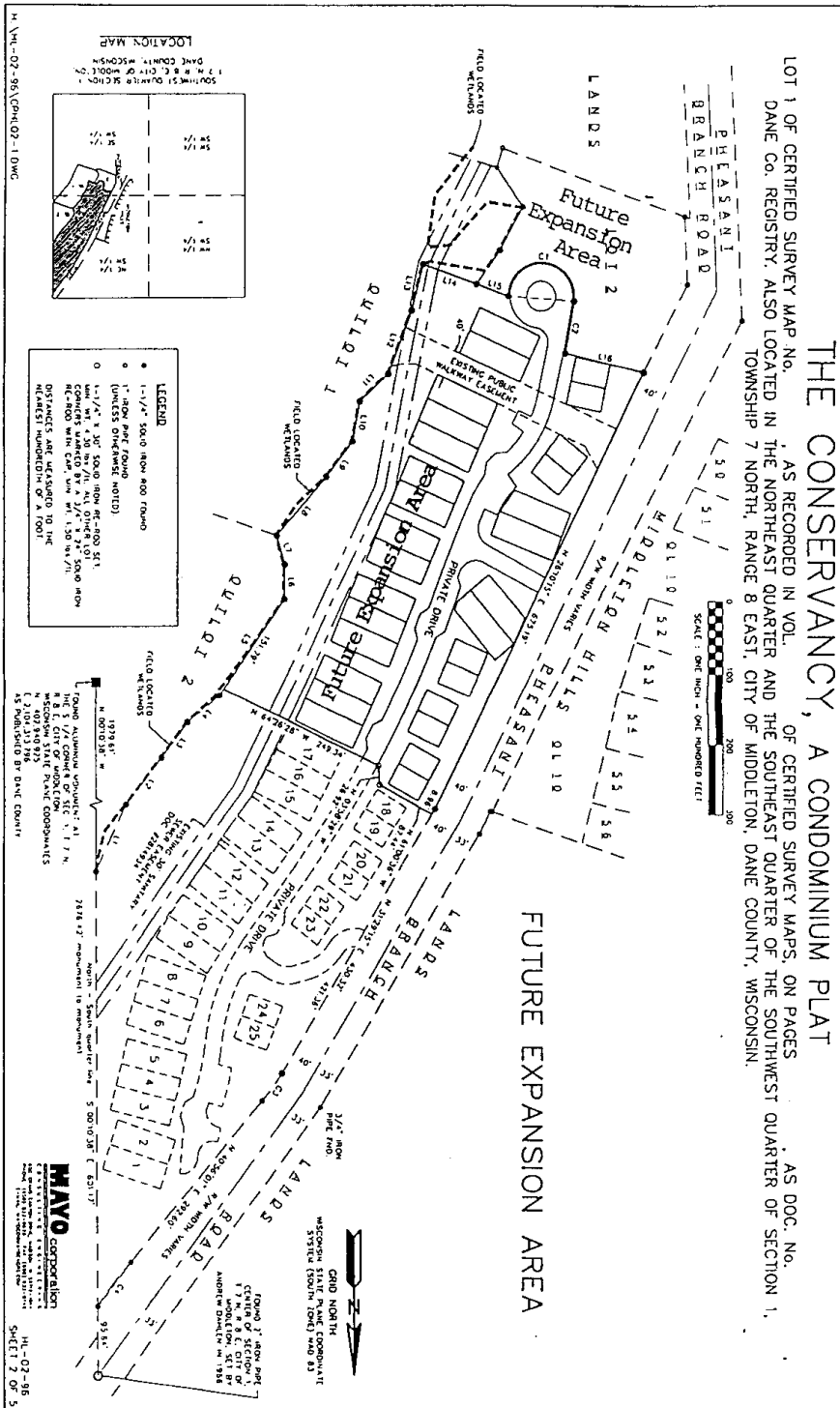
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13	Ranch	Two-Bedroom/Two Bath Two-car garage
14	Ranch	Two-Bedroom/Two Bath Two-car garage
15	Ranch	Two-Bedroom/Two Bath Two-car garage
16	Ranch	Two-Bedroom/Two Bath Two-car garage
17	Ranch	Two-Bedroom/Two Bath Two-car garage
18	Townhouse	Two-Bedroom/Two Bath Two-car garage
19	Townhouse	Two-Bedroom/Two Bath Two-car garage
20	Townhouse	Two-Bedroom/Two Bath Two-car garage
21	Townhouse	Two-Bedroom/Two Bath Two-car garage
22	Townhouse	Two-Bedroom/Two Bath Two-car garage
23	Townhouse	Two-Bedroom/Two Bath Two-car garage
24	Townhouse	Two-Bedroom/Two Bath Two-car garage
25	Townhouse	Two-Bedroom/Two Bath Two-car garage

Continuing a policy of constant research and improvements, Declarant reserves the right to make specification and/or plan changes without notice or prior obligation, subject to any limitations, contained in the Condominium Instruments.







Legibility Impaired

AMENDMENT TO  
DECLARATION OF MIDDLETON CONSERVANCY  
A CONDOMINIUM PLAT

DANE COUNTY  
REGISTER OF DEEDS

**3079038**

02-05-1999 5:14 PM

Trans. Fee

Rec. Fee 30.00  
Pages 11

000991

Return to: David F. Grams & Associates, S.C.  
330 South Whitney Way, Suite 201  
Madison, WI 53705

PIN # 50-0708-013-8105-3

PIN # 50-0708-013-8140-0

11/30



AMENDMENT TO  
DECLARATION OF  
MIDDLETON CONSERVANCY  
A CONDOMINIUM

000992

This **AMENDMENT TO DECLARATION** is made under the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes, by Middleton Conservancy LLC, a Wisconsin limited liability company (hereinafter referred to as "Declarant").

**WITNESSETH:**

**WHEREAS**, on or about November 18, 1997, THE DECLARATION OF CONDOMINIUM OF MIDDLETON CONSERVANCY was recorded in the Dane County Registry as Document No. 2907738 and contemporaneously there with a Condominium Plat was recorded in Map Volume 3-00-6A of Condominium Plats as Document No. 2907739, (hereinafter collectively refer to as the "Declaration and Plat"), as required pursuant of the Wisconsin Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes; and

**WHEREAS**, pursuant to Article V of the Declaration and the authority provided for in section 703.26 of the Wisconsin Statutes, the Declarant desires to expand the Condominium therein created to include the addition of 36 residential units, common parking units and utility units (hereinafter referred to for reference purposes only as "buildings and common areas"; and

**WHEREAS**, Declarant desires to amend the Declaration to accomplish the foregoing and to make other minor and conforming changes in and to the Declaration.

**NOW, THEREFORE**, the Declaration shall be amended to provide as follows:

- 1) The first sentence of Article II, paragraph A1, shall be deleted and replaced with the following language:
  1. The Condominium includes twenty-seven (27) buildings containing sixty-one (61) units (the "Units").
- 2) Modify all references in the Declaration to Exhibits A, A-1, A-2, B and C so that such references shall be to A, A-1, A-2 and B which are attached to this Amendment.
- 3) In the second sentence of Article II, paragraph B, delete the word "initial" and replace the words "one twenty-fifth (1/25)" with the words "one sixty-one (1/61)."
- 4) All other terms, provisions, covenants, rights and restrictions as described in and contained in the Declaration, not expressly or by necessary implication amended or modified by this Amendment, shall remain in full force and effect as though fully set forth herein.

5<sup>th</sup> IN WITNESS WHEREOF, Middleton Conservancy LLC, Declarant, has caused this Amendment to be signed this day of FEB, 1999.

\*DECLARANT\*

MIDDLETON CONSERVANCY LLC.

BY: W. J. Holley Member  
William J. Holley, President

Attest: W. J. Holley Member  
William J. Holley, Secretary

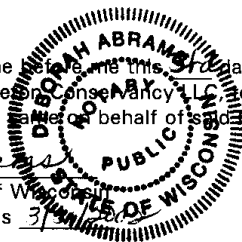
**Acknowledgement**

Personally came before me this 5<sup>th</sup> day of February 1999, the above-named William J. Holley, President and Secretary of Middleton Conservancy LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said Corporation.

Deborah Adams

Notary Public, State of Wisconsin

My Commission expires 3/31/00



**EXHIBIT A****REAL ESTATE****CURRENT LEGAL DESCRIPTION:**

Part of Lot 1 and all of Lot 2 of Certified Survey Map Number 8693, as recorded in Volume 48 of Certified Survey Maps on pages 50-54, as Document Number 2887675, Dane County Registry. Also located in the Northeast Quarter and the Southeast Quarter of the Southwest Quarter of Section 1, Township 7 North, Range 8 East, City of Middleton, Dane County, Wisconsin, more fully described as follows:

Commencing at the South quarter corner of said Section 1; thence North 00 degrees 10 minutes 38 seconds West, 1979.61 feet; thence South 24 degrees 52 minutes 24 seconds West, 102.49 feet; thence South 41 degrees 44 minutes 55 seconds West, 206.11 feet; thence South 35 degrees 14 minutes 34 seconds West, 10.86 feet to the point of beginning; thence continuing South 35 degrees 14 minutes 34 seconds West, 151.79 feet; thence South 00 degrees 21 minutes 09 seconds West, 102.81 feet; thence South 42 degrees 00 minutes 09 seconds West, 145.48 feet; thence South 11 degrees 01 minute 15 seconds West, 61.81 feet; thence South 47 degrees 53 minutes 14 seconds West, 56.58 feet; thence South 20 degrees 51 minutes 21 seconds West, 160.45 feet; thence North 70 degrees 30 minutes 14 seconds West, 74.31 feet; thence South 35 degrees 07 minutes 08 seconds West, 57.72 feet; thence South 28 degrees 20 minutes 21 seconds West, 68.61 feet; thence South 34 degrees 10 minutes 52 seconds East, 66.41 feet; thence South 16 degrees 51 minutes 54 seconds West, 28.22 feet; thence North 69 degrees 52 minutes 46 seconds West, 275.45 feet; thence North 02 degrees 29 minutes 31 seconds West, 94.27 feet; thence North 26 degrees 10 minutes 15 seconds East, 786.08 feet to a point of curvature; thence along a curve to the right through a central angle of 03 degrees 35 minutes 28 seconds, an arc distance of 34.47 feet, a radius of 550.00 feet, and a chord bearing North 27 degrees 57 minutes 59 seconds East, 34.47 feet; thence South 61 degrees 00 minutes 36 seconds East, 87.19 feet; thence South 03 degrees 58 minutes 29 seconds East, 26.92 feet; thence South 64 degrees 26 minutes 28 seconds East, 249.34 feet to the point of beginning. This description contains 282,776 square feet or 6.4916 acres.

**FORMERLY DESCRIBED AS:**

Part of Lot 1 of Certified Survey Map No. 8693, as recorded in Volume 48 of Certified Survey Maps, pages 50-54, as Document No. 2887675, in the City of Middleton, Dane County, Wisconsin. Also located in the Northeast  $\frac{1}{4}$  and Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 1, Township 7 North, Range 8 East, City of Middleton, Dane County, Wisconsin, more fully described as follows:

Commencing at the South quarter corner of said Section 1; thence North 00 degrees 10' 38" West, 1979.61 feet; thence South 24 degrees 52' 24" West, 102.49 feet; thence South 38 degrees 40' 02" West, 85.43 feet; thence South 36 degrees 56' 04" West, 61.97 feet; thence South 51 degrees 09' 52" West, 59.86 feet; thence South 35 degrees 14' 34" West, 10.86 feet to the point of beginning; thence South 35 degrees 14' 34" West, 151.79 feet; thence South 00 degrees 21' 09" West, 49.53 feet; thence South 16 degrees 21' 00" East, 41.60 feet; thence South 42 degrees 00' 09" West, 108.25 feet; thence South 38 degrees 36' 02" West, 61.40 feet; thence South 11 degrees 1' 15" West, 54.73 feet; thence South 47 degrees 53' 14" West, 56.58 feet; thence South 20 degrees 52' 30" West, 94.49 feet; thence South 14 degrees 15' 41" West, 66.23 feet; thence North 70 degrees 30' 14" West, 130.50 feet to a point of curvature; thence along a curve

to the right through a central angle of 188 degrees 01' 40", an arc distance of 155.88 feet, a radius of 47.50 feet, and a chord bearing North 85 degrees 59' 10" West, 94.77 feet to a point of curvature; thence along a curve to the right through a central angle of 02 degrees 20' 55", an arc distance of 73.89 feet, a radius of 1802.50 feet, and a chord bearing North 09 degrees 24' 23.5" East, 73.88 feet; thence North 76 degrees 46' 19" West, 113.96 feet; thence North 26 degrees 10' 15" East, 675.19 feet; thence North 31 degrees 29' 15" East, 8.96 feet; thence South 61 degrees 00' 36" East, 87.44 feet; thence South 03 degrees 58' 29" East, 26.92 feet; thence South 64 degrees 26' 28" East, 249.34 feet to the point of beginning, AND:

Lot 2 of Certified Survey Map No. 8693, as recorded in Volume 48 of Certified Survey Maps, pages 50-54, as Document No. 2887675, in the City of Middleton, Dane County, Wisconsin.

## Exhibit A-1

<u>List of Numbers</u>	<u>Fraction of Undivided Interest In The Common Elements</u>
1	1/61
2	1/61
3	1/61
4	1/61
5	1/61
6	1/61
7	1/61
8	1/61
9	1/61
10	1/61
11	1/61
12	1/61
13	1/61
14	1/61
15	1/61
16	1/61
17	1/61
18	1/61
19	1/61
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21	1/61
22	1/61
23	1/61
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25	1/61
26	1/61
27	1/61
28	1/61
29	1/61
30	1/61
31	1/61
32	1/61
33	1/61
34	1/61
35	1/61
36	1/61
37	1/61
38	1/61
39	1/61
40	1/61
41	1/61
42	1/61
43	1/61
44	1/61

<u>List of Numbers</u>	<u>Fraction of Undivided Interest In The Common Elements</u>
45	1/61
46	1/61
47	1/61
48	1/61
49	1/61
50	1/61
51	1/61
52	1/61
53	1/61
54	1/61
55	1/61
56	1/61
57	1/61
58	1/61
59	1/61
60	1/61
61	1/61

**Exhibit A-2****Types of Units**

<b><u>Unit</u></b>	<b><u>Model</u></b>	<b><u>Items Included</u></b>
1	Ranch	Two-Bedroom/Two Bath Two-car garage
2	Ranch	Two-Bedroom/Two Bath Two-car garage
3	Ranch	Two-Bedroom/Two Bath Two-car garage
4	Ranch	Two-Bedroom/Two Bath Two-car garage
5	Ranch	Two-Bedroom/Two Bath Two-car garage
6	Ranch	Two-Bedroom/Two Bath Two-car garage
7	Ranch	Two-Bedroom/Two Bath Two-car garage
8	Ranch	Two-Bedroom/Two Bath Two-car garage
9	Ranch	Two-Bedroom/Two Bath Two-car garage
10	Ranch	Two-Bedroom/Two Bath Two-car garage
11	Ranch	Two-Bedroom/Two Bath Two-car garage
12	Ranch	Two-Bedroom/Two Bath Two-car garage
13	Ranch	Two-Bedroom/Two Bath Two-car garage
14	Ranch	Two-Bedroom/Two Bath Two-car garage

<b>Unit</b>	<b>Model</b>	<b>Items Included</b>
15	Ranch	Two-Bedroom/Two Bath Two-car garage
16	Ranch	Two-Bedroom/Two Bath Two-car garage
17	Ranch	Two-Bedroom/Two Bath Two-car garage
18	Townhouse	Two-Bedroom/Two Bath Two-car garage
19	Townhouse	Two-Bedroom/Two Bath Two-car garage
20	Townhouse	Two-Bedroom/Two Bath Two-car garage
21	Townhouse	Two-Bedroom/Two Bath Two-car garage
22	Townhouse	Two-Bedroom/Two Bath Two-car garage
23	Townhouse	Two-Bedroom/Two Bath Two-car garage
24	Townhouse	Two-Bedroom/Two Bath Two-car garage
25	Townhouse	Two-Bedroom/Two Bath Two-car garage
26	Ranch	Two-Bedroom/Two Bath Two-car garage
27	Ranch	Two-Bedroom/Two Bath Two-car garage
28	Ranch	Two-Bedroom/Two Bath Two-car garage
29	Ranch	Two-Bedroom/Two Bath Two-car garage
30	Ranch	Two-Bedroom/Two Bath Two-car garage

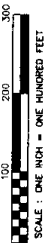
<b><u>Unit</u></b>	<b><u>Model</u></b>	<b><u>Items Included</u></b>
31	Ranch	Two-Bedroom/Two Bath Two-car garage
32	Ranch	Two-Bedroom/Two Bath Two-car garage
33	Ranch	Two-Bedroom/Two Bath Two-car garage
34	Ranch	Two-Bedroom/Two Bath Two-car garage
35	Ranch	Two-Bedroom/Two Bath Two-car garage
36	Ranch	Two-Bedroom/Two Bath Two-car garage
37	Ranch	Two-Bedroom/Two Bath Two-car garage
38	Ranch	Two-Bedroom/Two Bath Two-car garage
39	Ranch	Two-Bedroom/Two Bath Two-car garage
40	Ranch	Two-Bedroom/Two Bath Two-car garage
41	Ranch	Two-Bedroom/Two Bath Two-car garage
42	Ranch	Two-Bedroom/Two Bath Two-car garage
43	Ranch	Two-Bedroom/Two Bath Two-car garage
44	Ranch	Two-Bedroom/Two Bath Two-car garage
45	Ranch	Two-Bedroom/Two Bath Two-car garage
46	Townhouse	Two-Bedroom/Two Bath Two-car garage



<b>Unit</b>	<b>Model</b>	<b>Items Included</b>
47	Ranch	Two-Bedroom/Two Bath Two-car garage
48	Ranch	Two-Bedroom/Two Bath Two-car garage
49	Townhouse	Two-Bedroom/Two Bath Two-car garage
50	Townhouse	Two-Bedroom/Two Bath Two-car garage
51	Townhouse	Two-Bedroom/Two Bath Two-car garage
52	Townhouse	Two-Bedroom/Two Bath Two-car garage
53	Ranch	Two-Bedroom/Two Bath Two-car garage
54	Ranch	Two-Bedroom/Two Bath Two-car garage
55	Townhouse	Two-Bedroom/Two Bath Two-car garage
56	Townhouse	Two-Bedroom/Two Bath Two-car garage
57	Townhouse	Two-Bedroom/Two Bath Two-car garage
58	Townhouse	Two-Bedroom/Two Bath Two-car garage
59	Townhouse	Two-Bedroom/Two Bath Two-car garage
60	Townhouse	Two-Bedroom/Two Bath Two-car garage
61	Townhouse	Two-Bedroom/Two Bath Two-car garage

# MIDDLETON CONSERVANCY, CONDOMINIUM PLAT ADDENDUM I

LOT 1 AND LOT 2 OF CERTIFIED SURVEY MAP No. 8693, AS RECORDED IN VOL. 48 OF CERTIFIED SURVEY MAPS, ON PAGES 50-54, AS DOC. No. 2887675, DANE COUNTY REGISTRY. ALSO LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 8 EAST, CITY OF MIDDLETON, DANE COUNTY, WISCONSIN.



**SURVEY DATA**

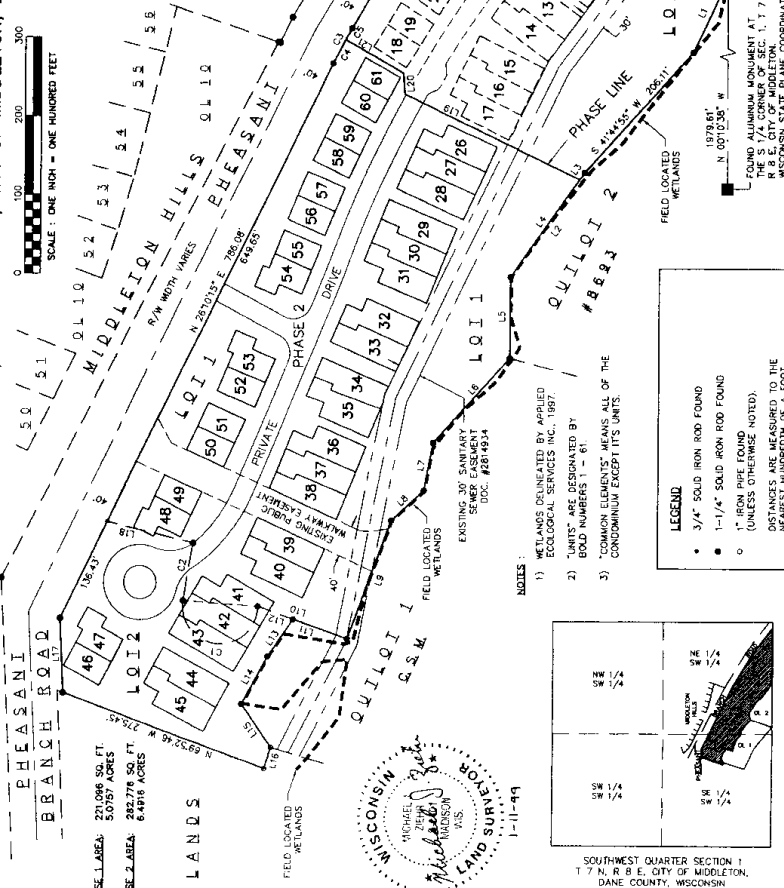
NUMBER	CENTRAL ANGLE	RADIUS	ARC	CHORD	BEARING	CHORD BEARING
C1	183°35'42"	47.50	158.13	N. 85°20'37" W.	184.71	N. 85°20'37" W.
C2	102°20'55"	180.50	73.89	N. 09°24'24" E.	173.86	S. 06°13'58" W.
C3	05°19'00"	550.00	51.04	N. 88°48'45" E.	51.02	N. 26°10'15" E.
C4	05°32'28"	550.00	34.47	N. 77°57'59" E.	34.47	N. 77°57'59" E.
C5	07°38'48"	550.00	60.07	N. 56°12'48" E.	60.07	N. 56°12'48" E.
C6	08°39'30"	550.00	66.96	N. 37°28'45" E.	66.91	N. 40°26'01" E.
C7	08°39'30"	550.00	66.96	N. 37°28'45" E.	66.91	N. 40°26'01" E.

**NOTE:** This Condominium plat contains private roads(1), and extent of these limitations is spelled out in a document called a General Development Plan (GDP) and is filed as Exhibit B to this plat. The GDP is available for review at the City Clerk and the Director of Public Works for the City of Middleton.



**LINE TABLE**

NUMBER	DIRECTION	DISTANCE
L1	S. 24°52'24" W.	102.49
L2	S. 35°14'34" W.	162.65
L3	S. 35°14'34" W.	10.85
L4	S. 09°21'09" W.	102.83
L5	S. 43°00'09" W.	148.48
L6	S. 11°01'15" W.	81.81
L7	S. 47°23'14" W.	182.98
L8	N. 70°30'14" W.	74.31
L9	N. 70°30'14" W.	122.98
L10	N. 70°30'14" W.	148.64
L11	S. 24°52'24" W.	102.49
L12	S. 35°14'34" W.	162.65
L13	S. 35°14'34" W.	10.85
L14	S. 09°21'09" W.	102.83
L15	S. 43°00'09" W.	148.48
L16	S. 11°01'15" W.	81.81
L17	S. 47°23'14" W.	182.98
L18	N. 70°30'14" W.	74.31
L19	N. 70°30'14" W.	122.98
L20	N. 70°30'14" W.	148.64
L21	N. 03°58'28" W.	26.92
L22	N. 81°00'38" W.	87.19

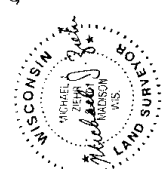
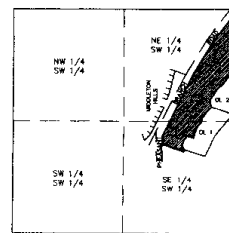


- NOTES:**
- 1) WETLANDS Delineated by Applied Ecological Services Inc. 1997.
  - 2) "LIMITS" ARE DESIGNATED BY BOLD NUMBERS 1 - 61.
  - 3) "COMMON ELEMENTS" MEANS ALL OF THE CONDOMINIUM EXCEPT ITS UNITS.

**LEGEND**

- 3/4" SOLID IRON ROD FOUND
- 1-1/4" SOLID IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- 1" IRON PIPE FOUND

DISTANCES ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.



**MAYO corporation**  
 PROFESSIONAL SURVEYORS & ARCHITECTS  
 1000 W. CENTER ST. SUITE 200  
 MIDDLETON, WISCONSIN 53598

**PREPARED FOR:**  
 MIDDLETON CONSERVANCY, LLC.  
 200 W. CENTER ST., 2ND FLOOR  
 P.O. BOX 828471  
 MIDDLETON, WI 53582

**FOUND ALUMINUM MONUMENT AT THE CENTER OF SECTION 1, T7N, R8E, CITY OF MIDDLETON, WISCONSIN STATE PLANE COORDINATES**  
 N. 00°10'35" W. 1979.81'  
 S. 26°16'42" E. 2676.42'

**FOUND 2" IRON PIPE CENTER OF SECTION 1, T7N, R8E, CITY OF MIDDLETON, SET BY ANDREW DANILEN IN 1966.**  
 N. 00°10'35" E. 601.68'  
 S. 26°16'42" E. 2676.42'

**SECOND AMENDMENT TO  
DECLARATION OF CONDOMINIUM FOR  
MIDDLETON CONSERVANCY, A  
CONDOMINIUM**

DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
3319904

05/27/2004 01:35:34PM

Trans. Fee:  
Exempt #:

Rec. Fee: 47.00  
Pages: 19

001758

Name & Return Address:  
Middleton Conservancy Condominiums  
Association, Inc.  
Attn: Terry Gibson  
3316 Conservancy Lane  
Middleton, WI 53562

Parcel Identification No.: See Attached  
Exhibit A

Undersigned, who together constitute at least 2/3 of the unit owners of Middleton Conservancy, a Condominium (the Condominium) and each mortgagee of such unit owners, hereby amend the declaration of condominium for the Condominium.

**RECITALS**

A. The real estate on which the Condominium is located is described on attached Exhibit B.

B. The Condominium was created by a declaration recorded with the Register of Deeds for Dane County, Wisconsin as No. 2907738. The declaration was amended by an amendment recorded with the Dane County Register of Deeds as Document No. 3079038. The declaration as amended by the amendment will be called the "Declaration".

C. The Condominium was an expandable condominium. The Condominium has been expanded to the maximum extent possible and will not be further expanded.

D. More than 75% of common element interests in the Condominium has been sold to purchasers. As a result, control of the Condominium by Middleton Conservancy, LLC, the Declarant, has terminated.

E. The undersigned unit owners and their mortgagees desire to amend and restate the declaration in its entirety.

### AGREEMENT

For consideration, and intending to be legally bound, the undersigns agree:

1. The Declaration is terminated in its entirety, and replaced by the restated declaration attached to and made part of this amendment as Exhibit C.
2. This amendment may be signed in counterparts.
3. Upon receipt of a duplicate original of this second amendment signed by the requisite number of unit owners and mortgagees, the president of Middleton Conservancy Condominiums, Inc. is authorized and directed to sign this second amendment for the purpose of certifying the requisite number of owners and mortgagee has signed. The president is then further authorized and directed to record this second amendment without the signature pages for the signing unit owners and mortgagees.
4. This amendment shall take effect on the first day of the first calendar month following the calendar month in which this amendment is recorded in accordance with paragraph 3.

Dated November 19, 2003.

**CERTIFICATION OF MIDDLETON CONSERVANCY CONDOMINIUMS, INC.**

Middleton Conservancy Condominiums, Inc., the association of unit owners for the Condominium, hereby certifies that at least 2/3 of the unit owners of the Condominium have executed and delivered this second amendment and that each mortgagee of such unit owners has executed and delivered this amendment.

Dated May 23, 2004

Middleton Conservancy Condominiums, Inc.

By: Terry J. Gibson  
Terry Gibson, President

**AUTHENTICATION OF SIGNATURE**

Signature of Terry Gibson authenticated this 23 day of May, 2004.

Nora A. McGuire

Notary Public, State of Wisconsin  
My Commission expires: permanent.

Drafted by:  
Thomas J. Sobota

**SIGNATURE PAGE TO SECOND AMENDMENT TO DECLARATION FOR  
MIDDLETON CONSERVANCY, A CONDOMINIUM**

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Undersigned are all of the owners and all of the mortgagees of the unit in Middleton Conservancy, a Condominium (the Condominium), located at \_\_\_\_\_ Conservancy Lane, Middleton, Wisconsin 53562.

Undersigned acknowledge receipt of the second amendment to the declaration of condominium for the Condominium, which second amendment is dated November 19, 2003. Undersigned unit owners consent to that second amendment. Undersigned mortgagees approve such consent by the unit owners.

Unit Owners:

Dated \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Print Name of Unit Owner

\_\_\_\_\_  
Print Name of Unit Owner

**AUTHENTICATION FOR OWNERS**

Signatures of \_\_\_\_\_ and \_\_\_\_\_ authenticated  
this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission is/expires: \_\_\_\_\_

**APPROVAL OF MORTGAGEE**

Mortgagee: \_\_\_\_\_ Dated \_\_\_\_\_, 200\_\_.

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

**AUTHENTICATION FOR MORTGAGEE**

Signature of \_\_\_\_\_ authenticated this \_\_\_\_\_ day of  
\_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission is/expires: \_\_\_\_\_

EXHIBIT A

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PARCEL IDENTIFICATION NUMBERS FOR MIDDLETON  
CONSERVANCY, A CONDOMINIUM

070801314910	070801314938	070801314956
070801314974	070801314992	070801315017
070801315035	070801315053	070801315071
070801315099	070801315115	070801315133
070801315151	070801315179	070801315197
070801315213	070801315231	070801315259
070801315277	070801315295	070801315311
070801315339	070801315357	070801315375
070801315393	070801315419	070801315437
070801315455	070801315473	070801315491
070801315517	070801315535	070801315553
070801315571	070801315599	070801315615
070801315633	070801315651	070801315679
070801315697	070801315713	070801315731
070801315759	070801315777	070801315795
070801315811	070801315839	070801315857
070801315875	070801315893	070801315919
070801315937	070801315955	070801315973
070801315991	070801316016	070801316034
070801316052	070801316070	070801316098
070801316114		

**EXHIBIT B**

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**LEGAL DESCRIPTION**

**Parcel A, formerly known as Phase I Description:**

Part of Lot 1 of Certified Survey Map Number 8693, as recorded in Volume 48 of Certified Survey Maps on pages 50-54, as Document Number 2887675, Dane County Registry. Also located in the Northeast Quarter and the Southeast Quarter of the Southwest Quarter of Section 1, Township 7 North, Range 8 East, City of Middleton, Dane County, Wisconsin, more fully described as follows:

Commencing at the South quarter corner of said Section 1; thence North 00 degrees 10 minutes 38 seconds West, 1979.61 feet to the point of beginning; thence South 24 degrees 52 minutes 24 seconds West, 102.49 feet; thence South 41 degrees 44 minutes 55 seconds West, 206.11 feet; thence South 35 degrees 14 minutes 34 seconds West, 10.86 feet; thence North 64 degrees 26 minutes 28 seconds West, 249.34 feet; thence North 03 degrees 58 minutes 29 seconds West, 26.92 feet; thence North 61 degrees 00 minutes 36 seconds West, 87.19 feet to a point of curvature; thence along a curve to the right through a central angle of 01 degree 43 minutes 32 seconds, an arc distance of 16.57 feet, a radius of 550.00 feet, and a chord bearing North 30 degrees 37 minutes 29 seconds East, 16.56 feet; thence North 31 degrees 29 minutes 15 seconds East, 383.30 feet to a point of curvature; thence along a curve to the right through a central angle of 09 degrees 26 minutes 46 seconds, an arc distance of 90.67 feet, a radius of 550.00 feet, and a chord bearing North 36 degrees 12 minutes 38 seconds East, 90.57 feet; thence North 40 degrees 56 minutes 01 second East, 282.35 feet to a point of curvature; thence along a curve to the left through a central angle of 06 degrees 58 minutes 30 seconds, an arc distance of 66.96 feet, a radius of 550.00 feet, and a chord bearing North 37 degrees 26 minutes 45 seconds East, 66.91 feet; thence South 00 degrees 10 minutes 38 seconds East, 601.68 feet to the point of beginning. This description contains 221,096 square feet or 5.0757 acres.

**Parcel B, formerly known as Phase 2 Description:**

Part of Lot 1 and all of Lot 2 of Certified Survey Map Number 8693, as recorded in Volume 48 of Certified Survey Maps on pages 50-54, as Document Number 2887675, Dane County Registry. Also located in the Northeast Quarter and the Southeast Quarter of the Southwest Quarter of Section 1, Township 7 North, Range 8 East, City of Middleton, Dane County, Wisconsin, more fully described as follows:

Commencing at the South quarter corner of said Section 1; thence North 00 degrees 10 minutes 38 seconds West, 1979.61 feet; thence South 24 degrees 52 minutes 24 seconds West, 102.49 feet; thence South 41 degrees 44 minutes 55 seconds West, 206.11 feet; thence South 35 degrees 14 minutes 34 seconds West, 10.86 feet to the point of beginning; thence continuing South 35 degrees 14 minutes 34 seconds West, 151.79 feet; thence South 00 degrees 21 minutes 09 seconds West, 102.81 feet; thence South 42 degrees 00 minutes 09 seconds West, 145.48 feet; thence South 11 degrees 01 minute 15 seconds West, 61.81 feet; thence South 47 degrees 53 minutes 14 seconds West, 56.58 feet; thence South 20 degrees 51 minutes 21 seconds West, 160.45 feet; thence North 70 degrees 30 minutes 14 seconds West, 74.31 feet; thence South 35



degrees 07 minutes 08 seconds West, 57.72 feet; thence South 28 degrees 20 minutes 21 seconds West, 68.61 feet; thence South 34 degrees 10 minutes 52 seconds East, 66.41 feet; thence South 16 degrees 51 minutes 54 seconds West, 28.22 feet; thence North 69 degrees 52 minutes 46 seconds West, 275.45 feet; thence North 02 degrees 29 minutes 31 seconds West, 94.27 feet; thence North 26 degrees 10 minutes 15 seconds East, 786.08 feet to a point of curvature; thence along a curve to the right through a central angle of 03 degrees 35 minutes 28 seconds, an arc distance of 34.47 feet, a radius of 550.00 feet, and a chord bearing North 27 degrees 57 minutes 59 seconds East, 34.47 feet; thence South 61 degrees 00 minutes 36 seconds East, 87.19 feet; thence South 03 degrees 58 minutes 29 seconds East, 26.92 feet; thence South 64 degrees 26 minutes 28 seconds East, 249.34 feet to the point of beginning. This description contains 282,776 square feet or 6.4916 acres.

**RESTATED DECLARATION OF CONDOMINIUM FOR MIDDLETON  
CONSERVANCY, A CONDOMINIUM**

**SECTION 1 -- DEFINITIONS**

Unless the context otherwise requires, the definitions in Chapter 703 shall govern the construction of this declaration.

**Association:** Middleton Conservancy Condominiums, Inc. a Wisconsin nonstock corporation, and its successors.

**Board:** The board of directors of the Association.

**Common Elements:** The common elements of the Condominium, as described in Section 6.

**Common Expenses:** The Common Operating Expenses and the Common Reserve Expenses.

**Common Operating Expenses:** All regularly recurring, routine Common Expenses, including but not limited to insurance, grounds maintenance, snow plowing and management fees, but excluding the Common Reserve Expenses.

**Common Reserve Expenses:** Common Expenses used for periodic expenses including but not limited to insurance deductibles; repair and replacement of roofs, the private street (Conservancy Lane), exterior windows, siding, decks and balconies; painting of wood trim and balconies; replacement of decks; the expenses described in Section 7(d); other Common Expenses determined by the Board to be Common Reserve Expenses; and reserves for any such expenses.

**Condominium:** Middleton Conservancy, a condominium.

**Declarant:** Middleton Conservancy, LLC, the declarant of the Condominium.

**Limited Common Elements:** The limited common elements of the Condominium, as described in Section 6.

**Original Declaration:** The declaration of condominium for the Condominium recorded with the Register of Deeds for Dane County, Wisconsin as document No. 2907738, as amended by an amendment recorded with the Register of Deeds for Dane County, Wisconsin as document No. 3079838.

**Plat:** The condominium plat for the Condominium filed in Map Volume 3-006A of Condominium Plats as document No. 2907739, as supplemented by Addendum I filed in Map Volume 3-046B of Condominium Plats as document No. 3079039.

**Restated Declaration:** This restated declaration of condominium for the Condominium.

**Unit:** Each part of the Condominium intended for independent residential use, including one or more cubicles of air on one or more levels of space in a building. The boundaries of each Unit shall be:

- (i) **Upper Boundary:** The horizontal plane which coincides with the interior horizontal faces of the joists supporting the ceiling on the highest story of the cubical. This means that the drywall and all other improvements within a Unit which are on the interior of that horizontal plane are part of the Unit and the responsibility of the owner of the Unit to repair and maintain.
- (ii) **Side Boundaries:** The vertical planes which coincide with the interior vertical faces of the studs. This means that the drywall and all other improvements within a Unit which are on the interior of those vertical planes are part of the Unit and the responsibility of the owner of the Unit to repair and maintain. In the basement of a Unit which is not finished, the side boundary shall be the vertical planes which coincide with the inner face of the foundation walls of the building.
- (iii) **Lower Boundary:** The horizontal plane which coincides with the lower face of the concrete floor in the garage, basement area, and crawl space of the Unit.

Each Unit shall include the attached garage space, as depicted on the Plat.

All betterments and improvements to the Unit located within the Unit shall be part of the Unit and shall be repaired, maintained and replaced by the owner of the Unit. Such betterments and improvements shall include without limitation:

- (a) Any fixtures and built-in appliances.
- (b) Any and all cabinets, wood trim, stair railing, interior doors and frames, and door hardware contained in the Unit.
- (c) Any and all interior glass and mirrors contained in the Unit.
- (d) The individual humidifiers for a Unit.
- (e) All lighting switches and controls contained in the Unit.
- (f) The individual water heater and water conditioning appliance serving the Unit.
- (g) The firebox or fireboxes contained in the Unit.
- (h) The cable, satellite dish, or microwave antenna for the Unit and the junction box

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serving any of those items, whether or not contained within the Unit.

- (i) The individual air conditioning equipment and furnace or heat exchanger for the Unit, all duct, vents and piping for such appliances, whether the ducts, vents and piping are located in bearing or non-bearing walls and all controls for those appliances, whether or not contained within the Unit.
- (j) All components of, and betterments and improvements to a screened porch, except for its deck. For example, the screens, any carpet located within a screened porch and any improvements made to the ceiling of the screened porch shall be part of the Unit and shall be repaired and maintained by the owner of the Unit. The deck itself is a Limited Common Element. The Association shall pay for any needed replacement of the deck. Staining and other ordinary maintenance of the deck shall be the obligation and expense of the owner of the Unit of which the deck is a part.
- (k) Any and all plumbing piping, valve, and other connecting and controlling materials and devices contained in the bearing and non-bearing walls lying between the plumbing fixtures and main water or sewage lines to the lowest story of the Unit.
- (l) Any and all floor, wall, baseboard, or ceiling outlets, junction boxes, switches and the electrical wiring and conduits contained in the bearing and non-bearing walls in the Unit.
- (m) The basic security system temperature and fire alarm wiring contained in the bearing and non-bearing walls and the related monitoring devices and central control panel serving a Unit.
- (n) The audio, video, telephone, fiberoptic, and cable wires contained in the bearing and non-bearing walls.

Each owner of a Unit owns and shall repair, maintain and replace all personal property located within the Unit. Such personal property shall include without limitation:

- (A) Any and all appliances and other fixtures contained in the Unit including for example, refrigerator, dishwasher, disposal, built in microwave, laundry equipment, range, compactor, plumbing fixtures, ceiling fans, lighting fixtures including recessed.
- (B) Carpeting, wood flooring and floor covering, including special subflooring.
- (C) Any and all blinds, draperies, shades contained in the Unit.
- (D) The garage door opener and remote control device(s) for the Unit.

**SECTION 2 -- CREATION OF CONDOMINIUM**

The Condominium was created by the recording the Original Declaration by Declarant. That creation is ratified and confirmed.

**SECTION 3 -- NAME AND ADDRESS**

The name of the Condominium is "Middleton Conservancy, a Condominium" and its address is 3200 Conservancy Lane to 3423 Conservancy Lane, Middleton, Wisconsin 53562.

**SECTION 4 -- DESCRIPTION OF LAND**

The description of the land on which the Condominium is located is described on attached Exhibit B made part of this declaration.

**SECTION 5 -- DESCRIPTION OF UNITS**

The Condominium consists of 27 buildings containing 61 Units. The Units consist of ranches and townhouses. Each building contains either two or three ranches, a ranch and a townhouse, or two townhouses.

Each Unit which is a ranch generally contains two bedrooms, two baths, and a two car garage. Each Unit which is a townhouse generally contains two bedrooms, two baths, and a two car garage.

The address, type of Unit and Unit number for each of the 61 Units are:

<b>Address</b>	<b>Type of Unit</b>	<b>Unit Number</b>
3423 Conservancy Lane	Ranch	Unit 1
3421 Conservancy Lane	Ranch	Unit 2
3419 Conservancy Lane	Ranch	Unit 3
3417 Conservancy Lane	Ranch	Unit 4
3415 Conservancy Lane	Ranch	Unit 5
3411 Conservancy Lane	Ranch	Unit 6
3409 Conservancy Lane	Ranch	Unit 7
3405 Conservancy Lane	Ranch	Unit 8
3403 Conservancy Lane	Ranch	Unit 9
3401 Conservancy Lane	Ranch	Unit 10
3345 Conservancy Lane	Ranch	Unit 11
3343 Conservancy Lane	Ranch	Unit 12

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3339 Conservancy Lane	Ranch	Unit 13
3337 Conservancy Lane	Ranch	Unit 14
3327 Conservancy Lane	Ranch	Unit 15
3325 Conservancy Lane	Ranch	Unit 16
3323 Conservancy Lane	Ranch	Unit 17
3328 Conservancy Lane	Townhouse	Unit 18
3330 Conservancy Lane	Townhouse	Unit 19
3334 Conservancy Lane	Townhouse	Unit 20
3336 Conservancy Lane	Townhouse	Unit 21
3340 Conservancy Lane	Townhouse	Unit 22
3342 Conservancy Lane	Townhouse	Unit 23
3404 Conservancy Lane	Townhouse	Unit 24
3406 Conservancy Lane	Townhouse	Unit 25
3319 Conservancy Lane	Ranch	Unit 26
3317 Conservancy Lane	Ranch	Unit 27
3315 Conservancy Lane	Ranch	Unit 28
3311 Conservancy Lane	Ranch	Unit 29
3309 Conservancy Lane	Ranch	Unit 30
3307 Conservancy Lane	Ranch	Unit 31
3303 Conservancy Lane	Ranch	Unit 32
3301 Conservancy Lane	Ranch	Unit 33
3321 Conservancy Lane	Ranch	Unit 34
3229 Conservancy Lane	Ranch	Unit 35
3225 Conservancy Lane	Ranch	Unit 36
3223 Conservancy Lane	Ranch	Unit 37
3221 Conservancy Lane	Ranch	Unit 38
3217 Conservancy Lane	Ranch	Unit 39
3215 Conservancy Lane	Ranch	Unit 40
3211 Conservancy Lane	Ranch	Unit 41
3209 Conservancy Lane	Ranch	Unit 42
3207 Conservancy Lane	Ranch	Unit 43
3203 Conservancy Lane	Ranch	Unit 44
3201 Conservancy Lane	Ranch	Unit 45

3200 Conservancy Lane	Townhouse	Unit 46
3202 Conservancy Lane	Ranch	Unit 47
3216 Conservancy Lane	Ranch	Unit 48
3218 Conservancy Lane	Townhouse	Unit 49
3222 Conservancy Lane	Townhouse	Unit 50
3224 Conservancy Lane	Townhouse	Unit 51
3228 Conservancy Lane	Townhouse	Unit 52
3230 Conservancy Lane	Ranch	Unit 53
3300 Conservancy Lane	Ranch	Unit 54
3302 Conservancy Lane	Townhouse	Unit 55
3310 Conservancy Lane	Townhouse	Unit 56
3312 Conservancy Lane	Townhouse	Unit 57
3316 Conservancy Lane	Townhouse	Unit 58
3318 Conservancy Lane	Townhouse	Unit 59
3322 Conservancy Lane	Townhouse	Unit 60
3324 Conservancy Lane	Townhouse	Unit 61

Each of the foregoing 27 groups of two or three units constitutes one of the 27 buildings in the Condominium.

The buildings are of frame construction with vinyl siding and decorative brick and stone. Each building has a basement.

The Plat is incorporated by reference for the purpose of further identifying the perimeters and location of each Unit.

#### **SECTION 6 -- COMMON ELEMENTS AND LIMITED COMMON ELEMENTS**

The Common Elements are all the Condominium except the Units. The Common Elements are the land, the private driveways and, for example only and not for limitation, the following:

- (a) Any and all bearing walls, girders, beams and supports in the Unit. Separation walls between Units including the firewalls contained therein, including any separation walls and firewalls between Units.
- (b) Any and all exterior windows, doors and frames related thereto and related

hardware in the Unit.

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- (c) The attic and insulation, roof and roofing material of a Unit.
- (d) Any and all exhaust ducts and vents serving a Unit.
- (e) Public utility lines including cable, telephone, fiberoptic, water and sewer laterals serving a building.
- (f) Any and all gutters, drains, downspouts serving a building.
- (g) The chimney and flue serving the fireplace Unit.
- (h) Any and all exterior trim and siding of a building.
- (i) The street lights, street, parking spaces, stone retaining walls and original landscaping. Certain owners have installed additional landscaping as an enhancement to the original landscaping. All such additional landscaping installed by an owner or an owner's predecessor shall be repaired, maintained and replaced at the expense of the owner, not the Association.
- (j) Any and all exterior lighting fixtures and outlets of a building.
- (k) Any future improvements and additions to the Common Elements.

The Limited Common Elements for each Unit shall include without limitation the Unit's balcony, deck, porches, screened porches, driveway to the Unit's garage, steps including railings, and the portions of any sidewalks which lead directly to an entrance to the Unit. The Limited Common Elements of a Unit may be used only by the owner of that Unit. The owner of each Unit shall determine the manner of the use of the Unit's Limited Common Elements, subject to compliance with applicable law and the Condominium's instruments.

#### SECTION 7 -- PERCENTAGE INTEREST

- (a) The percentage interest appurtenant to each Unit is 1/61 times 100.
- (b) All common surpluses of the Association shall be credited to the owners in accordance with these percentage interests except that to the extent any common surpluses are attributable to the proceeds of fire insurance proceeds paid as a result of a fire or other casualty, the surpluses shall be distributed to the Unit owners in proportion to the most recently known real estate tax assessments of the Units which suffered the fire or other casualty. Proceeds from the condemnation of two or more Units shall be distributed to the Unit owners involved in proportion to the most recently known real estate tax assessments of the Units. Condemnation proceeds from Common Elements shall be distributed according to percentage interests.
- (c) The Common Operating Expenses shall be assessed to the owners in proportion to



their percentage interests.

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- (d) The Common Reserve Expenses shall be assessed to the owners in part (i) in proportion to their percentage interests and in part (ii) in such fractional shares as are determined by the Board. Part (i) expenses shall include but not be limited to street sealing, repair and paving, the maintenance, repair or replacement of street lights and other similar expenses determined by the Board. Part (ii) expenses shall be determined by the Board, shall include such expenses as repair and replacement of roofs and exterior windows and siding, and shall be based upon such objective factors as the area of the roof of a Unit, the area of any deck or screened porch of a Unit and the area of the exterior windows of a Unit. Generally, a Unit which has larger such areas shall pay a larger fractional share of part (ii) expenses than will an owner who has smaller such areas. The exact formula determined by the Board for part (ii) expenses shall be applied uniformly and consistently to all Units. The Board shall have the right from time to time to adjust the formula.
- (e) All Common Expenses have previously been assessed to all Unit owners in proportion to their percentage interests. To provide for an orderly transition from that system of assessing Common Expenses to the new system of separately assessing Common Operating Expenses and Common Reserve Expenses, the following rules shall apply:
  - (i) The Board shall specify a date on which the new system shall take effect.
  - (ii) The Board shall establish a separate account (the "Operating Fund") for the Common Operating Expenses, and shall establish a separate account (the "Reserve Fund") for the Common Reserve Expenses. Each of the Operating Fund and the Reserve Fund may include one or more sub-accounts.
  - (iii) Any funds of the Association on hand as of the date specified in (i) shall be allocated among the Operating Fund, the Reserve Fund and any of their sub-accounts as determined by the Board.

#### **SECTION 8 -- NUMBER OF VOTES**

There shall be one vote appurtenant to each Unit which the owners of the Unit may cast at meetings of the Association. If there are multiple owners of a Unit, those multiple owners shall not split the Unit's one vote. The multiple owners shall cast their Unit's one vote as one whole vote as they decide among themselves. The owners of each Unit having multiple owners shall file with the Association a designation of one of the multiple owners as the person who will have the power to cast the Unit's one vote. Only that designated owner shall have the right to cast the Unit's one vote.

#### **SECTION 9 -- PURPOSE**

Each Unit is intended and restricted for use exclusively as a single-family residence. For

this purpose a family may include two but no more than two unrelated persons.

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As a general rule, each Unit shall be occupied by its owner. No person shall have the right to buy a Unit with the intent to lease the Unit to third parties. If subsequent to an owner's purchase and occupancy of the owner's Unit the owner wishes to lease the owner's Unit as a result of the owner's illness, temporary relocation for purposes of employment or other similar bona fide reason, the owner may lease the owner's Unit, but only upon compliance with the following conditions:

- (a) Any lease shall be in writing.
- (b) Before signing any lease, the owner shall submit the proposed form of lease to the Board, together with a written memorandum to the Board giving the reasons why the owner needs to lease.
- (c) The owner shall comply with such other rules or requirements as may be uniformly and consistently imposed by the Board from time to time.

The Board shall approve the lease if the Board in its reasonable judgment believes the owner has bona fide reasons for entering into the lease. But if the Board in its reasonable judgment does not believe the owner has bona fide reasons for entering into the lease, the Board shall refuse consent to the leasing and the owner shall not lease the Unit. The Board shall be irrevocably presumed to have consented to any lease if it does not give the owner written notice of the Board's refusal of consent within fifteen (15) calendar days after the Board receives the owner's proposed lease and memorandum. If the Board withholds consent, it shall give the owner written notice of the reason or reasons for the Board's decision.

Any owner whose leasing of a Unit has been approved shall furnish a true and correct copy of the lease to the Board, and shall inform the Board of the names of all persons who will occupy the Unit under the lease. No lease shall be effective until the owner furnishes the copy of the lease and such names to the Board.

#### **SECTION 10 -- DAMAGE OR DESTRUCTION**

- (a) If Common Elements and Units are damaged, but Units having 50% or more of the percentage interests are found by the Board to be tenantable, the Board shall promptly undertake to repair or reconstruct the common elements to a condition compatible with the remainder of the Condominium, and to repair or reconstruct the Units to the extent provided in Section 10(d).
- (b) If Common Elements and Units are damaged, and Units having more than 50% of the percentage interests are found by the Board to be not tenantable, the Board shall promptly call a special meeting of the Association. At the special meeting the Unit owners shall determine whether to rebuild, repair, restore or sell the property. A vote by Unit owners holding a majority or more of the percentage interests shall be required for approval of rebuilding, repairing or restoring. If that vote is not obtained, the Association shall decide whether to sell the property or to take other appropriate action.

- (c) As an exception to Sections 10(a) and 10(b), if the Condominium is damaged to an extent more than the available insurance proceeds, the Condominium shall be subject to an action for partition as and to the extent required by Chapter 703.
- (d) The Board shall have the power to approve the plans and specifications for any rebuilding or repair.
- (e) A Unit owner shall have the responsibility for repairing and maintaining the owner's Unit to the extent provided in this Restated Declaration and in the bylaws for the Condominium. While exterior windows and doors are Common Elements, the owner of each Unit shall have the obligation to repair and maintain the glass in both interior windows and doors and exterior windows and doors, except the Association shall pay for any planned replacement of the exterior windows and exterior doors. If damage occurs to a Unit, the Unit owner at the owner's sole expense shall be responsible for rebuilding and repairing the Unit to the extent provided in this Restated Declaration and in the bylaws, except the Association shall pay or reimburse the Unit owner for that expense up to the amount of the proceeds of the Association's casualty policy which are available for that purpose. The Board shall have the right to hire the contractors who will repair the damage.
- (f) The Board shall obtain reliable and detailed estimates of the costs of any approved rebuilding or repair.
- (g) If available insurance proceeds are not sufficient to cover the estimated costs of rebuilding and repair, the Board may assess the Unit owners amounts sufficient to cover the deficit. The Board may make additional assessments for this purpose as the need arises.
- (h) If the required percentage of Unit owners do not approve rebuilding and repair, or if a surplus exists after the costs of rebuilding and repair have been paid, the Association shall determine when and how to disburse the insurance proceeds or the surplus in keeping with Section 6, the Association's articles of organization and other Condominium instruments.

#### SECTION 11 -- EASEMENTS

Easements for all utilities, including without limitation the right to install, lay, maintain, repair and replace water lines, sewer lines, gas lines, cable, fiber optic and telephone wires and equipment, and electrical wires and equipment over, under, along and on any part of the Condominium are declared and granted as such easements now exist. Any such utilities within a unit which serve more than that unit are subject to this easement. All utility easements established by this section are perpetual easements running with the land appurtenant to all units in the Condominium. The Board may authorize changes in the location of any of the easements provided the change does not adversely affect service.

The Association and its agents hereby reserve an easement for access to each Unit for the purpose of maintaining, repairing and replacing Common Elements, provided that the

Association or its agents give the Unit owner reasonable advance notice of the intended access and agree with the owner on a mutually acceptable time for the access. In case of an emergency, however, the Association and its agents shall have the right to gain access to a Unit without giving any advance notice or without arranging for a mutually agreeable time.

#### SECTION 12 -- DECLARANT WARRANTIES

Declarant previously gave certain warranties as provided in the Original Declaration. Any such warranties which are still in effect shall continue in full force and effect in accordance with their terms.

Declarant still owns certain Units. When Declarant sells any such Unit, Declarant shall provide to the buying unit owner any and all assignable product warranties which Declarant has received for the appliances, equipment and other products located within the Unit.

In addition, Declarant shall warrant to such buying owner that, for one year from the date of the closing of the sale to the buying owner, Declarant will repair any abnormal defects in the Unit caused by faulty workmanship or defective materials which in either case are not in compliance with accepted quality standards in the construction industry.

In addition, for two years from the date of the closing of the sale to such a buying owner, Declarant shall warrant the wiring, piping, and duct work for plumbing, electrical, heating and cooling systems within the Unit are in compliance with accepted quality standards in the construction industry and free of major construction defects. This two-year warranty shall not apply to appliances, fixtures and equipment, whether or not such are covered by a manufacture's warranty.

All warranties given by the Declarant under this Section 12 shall be in addition to any warranties given by manufactures.

As part of complying with the warranty given to any such buying owner, Declarant or its agent shall make at least one inspection of the buying owner's Unit as requested by the buying owner, but no later than the first anniversary of the closing of the sale to the buying owner. Declarant shall so inspect the buying owner's Unit within 30 days after receipt of the buying owner's request for an inspection. When an inspection discloses the need to repair defects in material or workmanship, Declarant shall make all reasonable and necessary repairs without cost to the buying owner within 90 days following the inspection, subject to extension for delays caused by weather, labor conditions, and emergencies.

Declarant shall not be obligated to the performance of obligations under a warranty if the buying owner owes Declarant any money for the purchase of the buying owner's Unit, but this exception from performance shall not apply if any money owed to Declarant is covered by an escrow agreement properly executed by buying owner and Declarant.

None of these warranties of Declarant shall apply to any work performed by a subcontractor hired directly by such buying owner, and Declarant shall have no duty to enforce such a warranty.

These warranties by Declarant shall not apply to any normal settling of earth around excavated and back-filled areas. Such settling may be caused by natural conditions such as type of soil, climate, drainage and hydrostatic pressure, any of which might result in dampness or water conditions in basements of Units.

Declarant has not made any warranties or representations in connection with the Condominium, except as expressly set forth in the Original Declaration, this Restated Declaration, any other condominium instruments or in any offer to purchase signed by Declarant for the sale of the Unit. No person shall rely on any other alleged warranty or representation by Declarant.

Any estimate of common expenses, taxes, and other charges made by Declarant to such a buying owner are estimates only, and are not warranties, representations or guarantees of the amounts estimated.

### **SECTION 13 -- AMENDMENT**

This declaration may be amended with the written consent of at least two-thirds of the Unit owners. A Unit owner's consent shall not be effective unless it is approved by any mortgagee of the owner's Unit. Any change in the percentage interests shall require compliance with such additional requirements as may be prescribed in Chapter 703.

An amendment properly approved may be recorded without recording of the signatures of all of the Unit owners and mortgagees who sign the amendment. Instead of including all of those signatures, an officer of the Association may certify as part of the amendment that the amendment was properly signed by the requisite number of owners and mortgagees.

# MIDDLETON CONSERVANCY, CONDOMINIUM PLAT ADDENDUM 1

LOT 1 AND LOT 2 OF CERTIFIED SURVEY MAP No. 8893, AS RECORDED IN VOL. 48 OF CERTIFIED SURVEY MAPS, ON PAGES 50-54, AS DOC. No. 2887675, DANE COUNTY REGISTRY. ALSO LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 8 EAST, CITY OF MIDDLETON, DANE COUNTY, WISCONSIN.

3079039

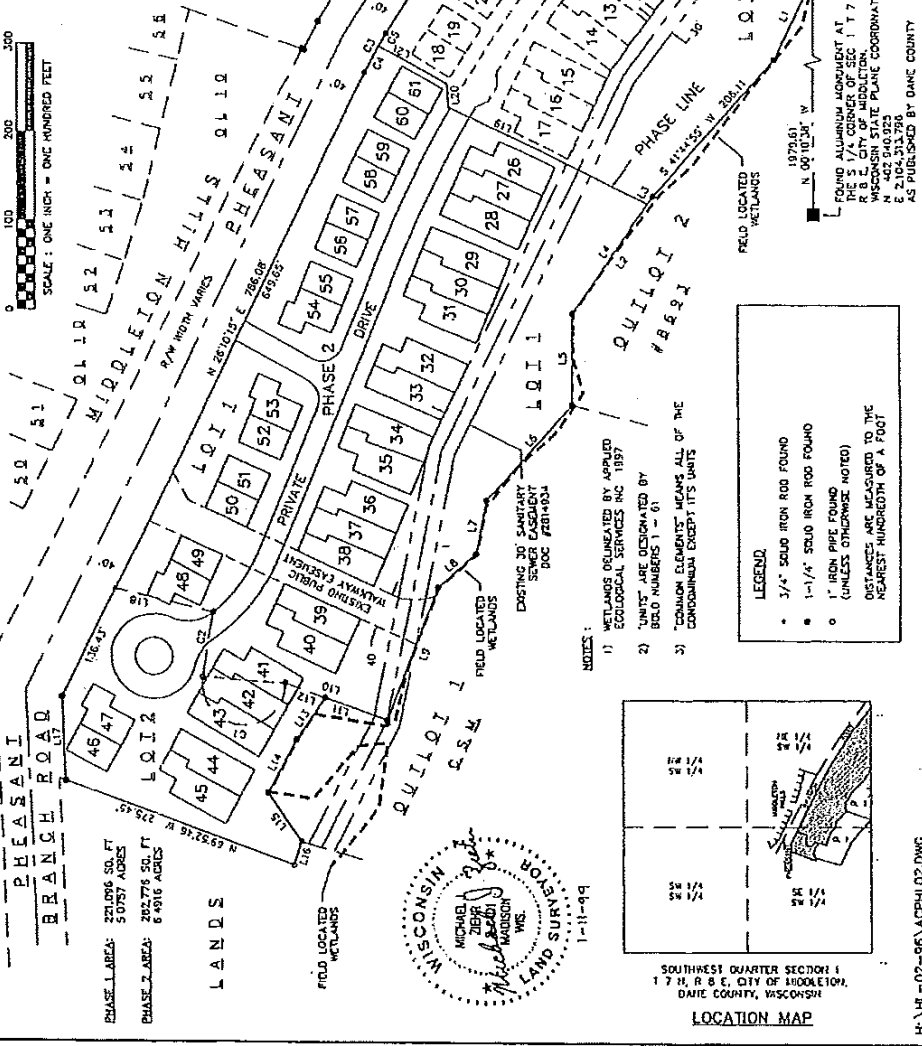
CURVE DATA

NUMBER	CENTRAL ANGLE	RAIUS	ARC	CHORD BEARING	CHORD TANGENT BEARING	ARC HEAD	BACK
C1	180°00'00"	47.50	156.23	N 05°30'23" W	54.74	N 00°17'48" W	S 08°13'36" W
C2	02°30'55"	1802.50	75.00	N 05°32'23" E	75.00	S 08°13'36" W	S 10°14'33" W
C3	05°19'05"	358.00	51.04	N 28°49'43" E	51.02	N 28°10'15" E	S 31°29'15" W
C4	02°33'54"	530.00	18.57	N 30°33'20" E	18.57	N 30°33'20" E	N 30°33'20" E
C5	02°33'54"	530.00	18.57	N 30°33'20" E	18.57	N 30°33'20" E	N 30°33'20" E
C6	02°33'54"	530.00	18.57	N 30°33'20" E	18.57	N 30°33'20" E	N 30°33'20" E
C7	05°38'30"	550.00	66.36	N 37°04'53" E	66.91	N 40°26'01" E	N 40°26'01" E

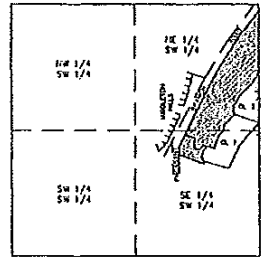
LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S 2°52'52" W	102.69
L2	S 2°52'52" W	102.69
L3	S 35°43'34" W	10.86
L4	S 35°43'34" W	151.79
L5	S 00°01'00" W	102.61
L6	S 42°00'00" W	145.48
L7	S 11°01'15" W	61.81
L8	S 47°53'12" W	26.38
L9	S 02°31'14" W	22.65
L10	N 70°01'14" W	24.31
L11	N 70°01'14" W	148.84
L12	N 33°02'05" W	57.72
L13	S 28°40'31" W	68.61
L14	S 28°40'31" W	68.61
L15	S 16°51'54" E	38.32
L16	S 02°30'31" W	94.27
L17	S 02°30'31" W	113.86
L18	N 01°58'38" W	58.97
L19	N 01°58'38" W	58.97
L20	N 01°58'38" W	58.97
L21	N 01°58'38" W	58.97
L22	N 01°58'38" W	58.97
L23	N 01°58'38" W	58.97
L24	N 01°58'38" W	58.97
L25	N 01°58'38" W	58.97
L26	N 01°58'38" W	58.97
L27	N 01°58'38" W	58.97

NOTE: This Condominium plat contains private road(s), and as a result, certain city services may be limited. The extent of these limitations is specified on the plat. A public document in the office of both the Middleton City Clerk and the Director of Public Works for the City of Middleton.



- NOTES:
- 1) WETLANDS OBSERVED BY APPLIED ECOLOGICAL SERVICES INC 1997
  - 2) UNITS ARE DESIGNATED BY SOLID NUMBERS 1 - 61
  - 3) "COMMON ELEMENTS" MEANS ALL OF THE CONDOMINIUM EXCEPT ITS UNITS



WISCONSIN  
MICHAEL ZIEBER  
2018  
MADISON  
LAND SURVEYOR  
1-11-99

MAVO corporation  
CONSERVANCY DEVELOPMENTS  
1000 W. WISCONSIN AVENUE  
MIDDLETON, WI 53552  
TEL: 608.833.7900  
FAX: 608.833.7901  
WWW.MAVOCORP.COM

DEPRECIATED JOB:  
MIDDLETON CONSERVANCY LLC  
274 MC WILLIAM J HOLLY  
MIDDLETON, WI 53552

FOUND ALUMINUM MONUMENT AT  
THE 3/4" CORNER OF SEC 17 T. N.  
WISCONSIN STATE PLANE COORDINATES  
N 402 540.223  
E 2106.313.796  
AS PUBLISHED BY DANE COUNTY

FOUND 2" IRON PIPE  
CENTER OF SECTION 1  
1" WISCONSIN SET BY  
ANDREW DARLEN IN 1966

# MIDDLETON CONSERVANCY, CONDOMINIUM PLAT ADDENDUM I

LOT 1 AND LOT 2 OF CERTIFIED SURVEY MAP No. 8693, AS RECORDED IN VOL. 48 OF CERTIFIED SURVEY MAPS, ON PAGES 50-54, AS DOC. No. 2887675, DANE COUNTY REGISTRY. ALSO LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 8 EAST, CITY OF MIDDLETON, DANE COUNTY, WISCONSIN.

AREA TABLE

UNIT	SQ. FT.	CO. FT.
1	31.00	1.716
2	31.00	1.716
3	31.00	1.716
4	31.00	1.716
5	31.00	1.716
6	31.00	1.716
7	31.00	1.716
8	31.00	1.716
9	31.00	1.716
10	31.00	1.716
11	31.00	1.716
12	31.00	1.716
13	31.00	1.716
14	31.00	1.716
15	31.00	1.716
16	31.00	1.716
17	31.00	1.716
18	31.00	1.716
19	31.00	1.716
20	31.00	1.716
21	31.00	1.716
22	31.00	1.716
23	31.00	1.716
24	31.00	1.716
25	31.00	1.716
26	31.00	1.716
27	31.00	1.716
28	31.00	1.716
29	31.00	1.716
30	31.00	1.716
31	31.00	1.716
32	31.00	1.716
33	31.00	1.716
34	31.00	1.716
35	31.00	1.716
36	31.00	1.716
37	31.00	1.716
38	31.00	1.716
39	31.00	1.716
40	31.00	1.716
41	31.00	1.716
42	31.00	1.716
43	31.00	1.716
44	31.00	1.716
45	31.00	1.716
46	31.00	1.716
47	31.00	1.716
48	31.00	1.716
49	31.00	1.716
50	31.00	1.716
51	31.00	1.716
52	31.00	1.716
53	31.00	1.716
54	31.00	1.716
55	31.00	1.716
56	31.00	1.716
57	31.00	1.716
58	31.00	1.716
59	31.00	1.716
60	31.00	1.716
61	31.00	1.716

SCALE: 1 ONE INCH = ONE HUNDRED FEET

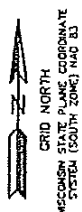
NOTE: LINES IN THIS LINE TABLE ONLY CORRESPOND TO LINES ON THIS PAGE

LINE TABLE

NUMBER	DIRECTION	DISTANCE	NUMBER	DIRECTION	DISTANCE	NUMBER	DIRECTION	DISTANCE
L1	S 89°57'24" E	33.00'	L106	S 30°06'15" W	25.00'	L159	N 19°28'51" E	6.30'
L2	S 28°57'30" W	33.00'	L107	S 30°06'15" W	25.00'	L160	N 20°21'09" E	25.57'
L3	S 28°57'30" W	33.00'	L108	S 30°06'15" W	25.00'	L161	S 20°18'10" E	02.49'
L4	S 81°32'21" E	85.00'	L109	S 59°53'55" E	95.47'	L162	N 26°07'15" E	20.93'
L5	S 28°57'30" E	33.00'	L110	N 39°53'55" W	66.94'	L163	N 26°07'15" E	20.93'
L6	N 28°57'30" W	32.18'	L111	S 30°06'15" W	25.00'	L164	S 23°44'42" E	22.75'
L7	N 81°32'21" W	85.00'	L112	N 39°53'55" W	66.94'	L165	S 23°44'42" E	22.75'
L8	N 81°32'21" W	85.00'	L113	N 39°53'55" W	66.94'	L166	S 23°44'42" E	22.75'
L9	S 28°57'30" W	32.18'	L114	N 39°53'55" W	66.94'	L167	S 23°44'42" E	22.75'
L10	S 28°57'30" W	32.18'	L115	N 39°53'55" W	66.94'	L168	S 23°44'42" E	22.75'
L11	S 28°57'30" W	32.18'	L116	N 39°53'55" W	66.94'	L169	S 23°44'42" E	22.75'
L12	S 28°57'30" W	32.18'	L117	N 39°53'55" W	66.94'	L170	S 23°44'42" E	22.75'
L13	S 28°57'30" W	32.18'	L118	N 39°53'55" W	66.94'	L171	N 65°15'18" W	70.11'
L14	S 28°57'30" W	32.18'	L119	N 39°53'55" W	66.94'	L172	S 23°44'42" E	22.75'
L15	N 81°32'21" W	85.00'	L120	N 39°53'55" W	66.94'	L173	S 23°44'42" E	22.75'
L16	N 81°32'21" W	85.00'	L121	N 39°53'55" W	66.94'	L174	S 23°44'42" E	22.75'
L17	N 81°32'21" W	85.00'	L122	N 39°53'55" W	66.94'	L175	N 22°24'47" E	35.00'
L18	N 81°32'21" W	85.00'	L123	S 24°21'20" W	73.53'	L176	N 22°24'47" E	35.00'
L19	S 28°57'30" W	32.18'	L124	S 24°21'20" W	73.53'	L177	N 22°24'47" E	35.00'
L20	S 28°57'30" W	32.18'	L125	N 85°29'51" E	76.45'	L178	N 67°25'13" W	65.40'
L21	S 28°57'30" W	32.18'	L126	N 85°29'51" E	76.45'	L179	S 22°24'47" W	32.00'
L22	S 28°57'30" W	32.18'	L127	N 85°29'51" E	76.45'	L180	S 22°24'47" W	32.00'
L23	S 28°57'30" W	32.18'	L128	S 46°59'52" E	77.87'	L181	S 22°24'47" W	32.00'
L24	S 28°57'30" W	32.18'	L129	S 46°59'52" E	77.87'	L182	S 22°24'47" W	32.00'
L25	S 28°57'30" W	32.18'	L130	S 46°59'52" E	77.87'	L183	S 22°24'47" W	32.00'
L26	S 28°57'30" W	32.18'	L131	N 22°47'44" E	32.00'	L184	S 22°24'47" W	32.00'
L27	S 28°57'30" W	32.18'	L132	N 22°47'44" E	32.00'	L185	S 22°24'47" W	32.00'
L28	S 28°57'30" W	32.18'	L133	N 22°47'44" E	32.00'	L186	N 22°24'47" W	32.00'
L29	S 28°57'30" W	32.18'	L134	N 22°47'44" E	32.00'	L187	N 22°24'47" W	32.00'
L30	S 28°57'30" W	32.18'	L135	N 22°47'44" E	32.00'	L188	N 22°24'47" W	32.00'
L31	S 28°57'30" W	32.18'	L136	N 22°47'44" E	32.00'	L189	N 22°24'47" W	32.00'
L32	S 28°57'30" W	32.18'	L137	N 22°47'44" E	32.00'	L190	N 22°24'47" W	32.00'
L33	S 28°57'30" W	32.18'	L138	N 22°47'44" E	32.00'	L191	N 22°24'47" W	32.00'
L34	S 28°57'30" W	32.18'	L139	N 22°47'44" E	32.00'	L192	N 22°24'47" W	32.00'
L35	S 28°57'30" W	32.18'	L140	N 22°47'44" E	32.00'	L193	N 22°24'47" W	32.00'
L36	S 28°57'30" W	32.18'	L141	N 22°47'44" E	32.00'	L194	N 22°24'47" W	32.00'
L37	S 28°57'30" W	32.18'	L142	N 22°47'44" E	32.00'	L195	N 22°24'47" W	32.00'
L38	S 28°57'30" W	32.18'	L143	N 22°47'44" E	32.00'	L196	N 22°24'47" W	32.00'
L39	S 28°57'30" W	32.18'	L144	N 22°47'44" E	32.00'	L197	N 22°24'47" W	32.00'
L40	S 28°57'30" W	32.18'	L145	N 22°47'44" E	32.00'	L198	N 22°24'47" W	32.00'
L41	S 28°57'30" W	32.18'	L146	N 22°47'44" E	32.00'	L199	N 22°24'47" W	32.00'
L42	S 28°57'30" W	32.18'	L147	N 22°47'44" E	32.00'	L200	N 22°24'47" W	32.00'
L43	S 28°57'30" W	32.18'	L148	N 22°47'44" E	32.00'	L201	N 22°24'47" W	32.00'
L44	S 28°57'30" W	32.18'	L149	N 22°47'44" E	32.00'	L202	N 22°24'47" W	32.00'
L45	S 28°57'30" W	32.18'	L150	N 22°47'44" E	32.00'	L203	N 22°24'47" W	32.00'
L46	S 28°57'30" W	32.18'	L151	N 22°47'44" E	32.00'	L204	N 22°24'47" W	32.00'
L47	S 28°57'30" W	32.18'	L152	N 22°47'44" E	32.00'	L205	N 22°24'47" W	32.00'
L48	S 28°57'30" W	32.18'	L153	N 22°47'44" E	32.00'	L206	N 22°24'47" W	32.00'
L49	S 28°57'30" W	32.18'	L154	N 22°47'44" E	32.00'	L207	N 22°24'47" W	32.00'
L50	S 28°57'30" W	32.18'	L155	N 22°47'44" E	32.00'	L208	N 22°24'47" W	32.00'
L51	S 28°57'30" W	32.18'	L156	N 22°47'44" E	32.00'	L209	N 22°24'47" W	32.00'
L52	S 28°57'30" W	32.18'	L157	N 22°47'44" E	32.00'	L210	N 22°24'47" W	32.00'
L53	S 28°57'30" W	32.18'	L158	N 22°47'44" E	32.00'	L211	N 22°24'47" W	32.00'
L54	S 28°57'30" W	32.18'	L159	N 22°47'44" E	32.00'	L212	N 22°24'47" W	32.00'
L55	S 28°57'30" W	32.18'	L160	N 22°47'44" E	32.00'	L213	N 22°24'47" W	32.00'
L56	S 28°57'30" W	32.18'	L161	N 22°47'44" E	32.00'	L214	N 22°24'47" W	32.00'
L57	S 28°57'30" W	32.18'	L162	N 22°47'44" E	32.00'	L215	N 22°24'47" W	32.00'
L58	S 28°57'30" W	32.18'	L163	N 22°47'44" E	32.00'	L216	N 22°24'47" W	32.00'
L59	S 28°57'30" W	32.18'	L164	N 22°47'44" E	32.00'	L217	N 22°24'47" W	32.00'
L60	S 28°57'30" W	32.18'	L165	N 22°47'44" E	32.00'	L218	N 22°24'47" W	32.00'
L61	S 28°57'30" W	32.18'	L166	N 22°47'44" E	32.00'	L219	N 22°24'47" W	32.00'
L62	S 28°57'30" W	32.18'	L167	N 22°47'44" E	32.00'	L220	N 22°24'47" W	32.00'
L63	S 28°57'30" W	32.18'	L168	N 22°47'44" E	32.00'	L221	N 22°24'47" W	32.00'
L64	S 28°57'30" W	32.18'	L169	N 22°47'44" E	32.00'	L222	N 22°24'47" W	32.00'
L65	S 28°57'30" W	32.18'	L170	N 22°47'44" E	32.00'	L223	N 22°24'47" W	32.00'
L66	S 28°57'30" W	32.18'	L171	N 22°47'44" E	32.00'	L224	N 22°24'47" W	32.00'
L67	S 28°57'30" W	32.18'	L172	N 22°47'44" E	32.00'	L225	N 22°24'47" W	32.00'
L68	S 28°57'30" W	32.18'	L173	N 22°47'44" E	32.00'	L226	N 22°24'47" W	32.00'
L69	S 28°57'30" W	32.18'	L174	N 22°47'44" E	32.00'	L227	N 22°24'47" W	32.00'
L70	S 28°57'30" W	32.18'	L175	N 22°47'44" E	32.00'	L228	N 22°24'47" W	32.00'
L71	S 28°57'30" W	32.18'	L176	N 22°47'44" E	32.00'	L229	N 22°24'47" W	32.00'
L72	S 28°57'30" W	32.18'	L177	N 22°47'44" E	32.00'	L230	N 22°24'47" W	32.00'
L73	S 28°57'30" W	32.18'	L178	N 22°47'44" E	32.00'	L231	N 22°24'47" W	32.00'
L74	S 28°57'30" W	32.18'	L179	N 22°47'44" E	32.00'	L232	N 22°24'47" W	32.00'
L75	S 28°57'30" W	32.18'	L180	N 22°47'44" E	32.00'	L233	N 22°24'47" W	32.00'
L76	S 28°57'30" W	32.18'	L181	N 22°47'44" E	32.00'	L234	N 22°24'47" W	32.00'
L77	S 28°57'30" W	32.18'	L182	N 22°47'44" E	32.00'	L235	N 22°24'47" W	32.00'
L78	S 28°57'30" W	32.18'	L183	N 22°47'44" E	32.00'	L236	N 22°24'47" W	32.00'
L79	S 28°57'30" W	32.18'	L184	N 22°47'44" E	32.00'	L237	N 22°24'47" W	32.00'
L80	S 28°57'30" W	32.18'	L185	N 22°47'44" E	32.00'	L238	N 22°24'47" W	32.00'
L81	S 28°57'30" W	32.18'	L186	N 22°47'44" E	32.00'	L239	N 22°24'47" W	32.00'
L82	S 28°57'30" W	32.18'	L187	N 22°47'44" E	32.00'	L240	N 22°24'47" W	32.00'
L83	S 28°57'30" W	32.18'	L188	N 22°47'44" E	32.00'	L241	N 22°24'47" W	32.00'
L84	S 28°57'30" W	32.18'	L189	N 22°47'44" E	32.00'	L242	N 22°24'47" W	32.00'
L85	S 28°57'30" W	32.18'	L190	N 22°47'44" E	32.00'	L243	N 22°24'47" W	32.00'
L86	S 28°57'30" W	32.18'	L191	N 22°47'44" E	32.00'	L244	N 22°24'47" W	32.00'
L87	S 28°57'30" W	32.18'	L192	N 22°47'44" E	32.00'	L245	N 22°24'47" W	32.00'
L88	S 28°57'30" W	32.18'	L193	N 22°47'44" E	32.00'	L246	N 22°24'47" W	32.00'
L89	S 28°57'30" W	32.18'	L194	N 22°47'44" E	32.00'	L247	N 22°24'47" W	32.00'
L90	S 28°57'30" W	32.18'	L195	N 22°47'44" E	32.00'	L248	N 22°24'47" W	32.00'
L91	S 28°57'30" W	32.18'	L196	N 22°47'44" E	32.00'	L249	N 22°24'47" W	32.00'
L92	S 28°57'30" W	32.18'	L197	N 22°47'44" E	32.00'	L250	N 22°24'47" W	32.00'
L93	S 28°57'30" W	3						

# MIDDLETON CONSERVANCY, CONDOMINIUM PLAT ADDENDUM 1

LOT 1 AND LOT 2 OF CERTIFIED SURVEY MAP No. 8693, AS RECORDED IN VOL. 48 OF CERTIFIED SURVEY MAPS, ON PAGES 50-54, AS DOC. No. 2887675, DANE COUNTY REGISTRY. ALSO LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 8 EAST, CITY OF MIDDLETON, DANE COUNTY, WISCONSIN.

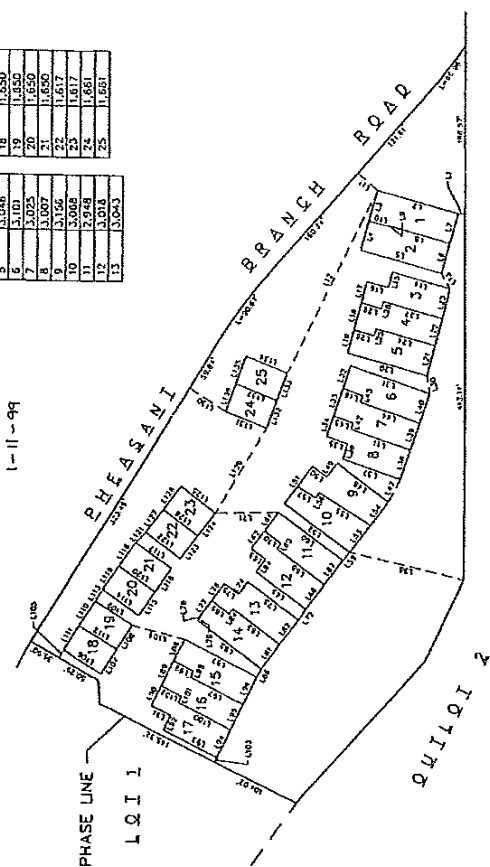


SCALE: ONE INCH = ONE HUNDRED FEET

UNIT	SQ. FT.	UNIT	SQ. FT.
1	3,323	14	3,028
2	2,355	15	2,077
3	2,577	16	2,940
4	2,587	17	1,650
5	3,048	18	1,650
6	3,101	19	1,650
7	3,025	20	1,650
8	3,007	21	1,650
9	3,156	22	1,617
10	3,008	23	1,681
11	2,948	24	1,681
12	3,018	25	1,681
13	3,043	26	1,681

## LINE TABLE

NUMBER	DIRECTION	DISTANCE	NUMBER	DIRECTION	DISTANCE
L1	S 89°40'22" W	7.00'	L102	N 63°43'03" E	67.37'
L2	N 74°55'54" W	154.40'	L103	N 28°18'57" E	35.34'
L3	S 15°04'08" W	35.80'	L104	N 28°18'57" E	32.00'
L4	S 15°04'08" W	34.20'	L105	N 28°18'57" E	34.66'
L5	S 74°55'54" W	154.40'	L106	N 63°43'03" E	67.37'
L6	S 15°04'08" W	35.80'	L107	N 28°18'57" E	32.00'
L7	N 15°04'08" W	34.20'	L108	N 63°43'03" E	67.37'
L8	N 74°55'54" W	154.40'	L109	N 28°18'57" E	32.00'
L9	S 15°04'08" W	35.80'	L110	N 63°43'03" E	67.37'
L10	N 74°55'54" W	154.40'	L111	N 28°18'57" E	32.00'
L11	N 49°03'59" W	20.00'	L112	N 28°18'57" E	32.00'
L12	S 25°49'59" W	20.00'	L113	N 31°17'16" E	16.30'
L13	S 20°32'14" E	19.65'	L114	N 31°17'16" E	16.30'
L14	N 74°55'54" W	154.40'	L115	N 31°17'16" E	16.30'
L15	N 74°55'54" W	154.40'	L116	N 31°17'16" E	16.30'
L16	N 74°55'54" W	154.40'	L117	N 31°17'16" E	16.30'
L17	S 15°04'08" W	35.80'	L118	N 31°17'16" E	16.30'
L18	S 15°04'08" W	35.80'	L119	N 31°17'16" E	16.30'
L19	S 15°04'08" W	35.80'	L120	N 31°17'16" E	16.30'
L20	S 15°04'08" W	35.80'	L121	N 31°17'16" E	16.30'
L21	N 74°55'54" W	154.40'	L122	N 31°17'16" E	16.30'
L22	N 74°55'54" W	154.40'	L123	N 31°17'16" E	16.30'
L23	N 74°55'54" W	154.40'	L124	N 31°17'16" E	16.30'
L24	N 74°55'54" W	154.40'	L125	N 31°17'16" E	16.30'
L25	S 15°04'08" W	35.80'	L126	N 31°17'16" E	16.30'
L26	N 74°55'54" W	154.40'	L127	N 31°17'16" E	16.30'
L27	S 15°04'08" W	35.80'	L128	N 31°17'16" E	16.30'
L28	S 15°04'08" W	35.80'	L129	N 31°17'16" E	16.30'
L29	N 74°55'54" W	154.40'	L130	N 31°17'16" E	16.30'
L30	N 74°55'54" W	154.40'	L131	N 31°17'16" E	16.30'
L31	N 74°55'54" W	154.40'	L132	N 31°17'16" E	16.30'
L32	N 74°55'54" W	154.40'	L133	N 31°17'16" E	16.30'
L33	S 15°04'08" W	35.80'	L134	N 31°17'16" E	16.30'
L34	S 15°04'08" W	35.80'	L135	N 31°17'16" E	16.30'
L35	S 15°04'08" W	35.80'	L136	N 31°17'16" E	16.30'
L36	S 15°04'08" W	35.80'	L137	N 31°17'16" E	16.30'
L37	S 15°04'08" W	35.80'	L138	N 31°17'16" E	16.30'
L38	S 15°04'08" W	35.80'	L139	N 31°17'16" E	16.30'
L39	S 15°04'08" W	35.80'	L140	N 31°17'16" E	16.30'
L40	S 15°04'08" W	35.80'	L141	N 31°17'16" E	16.30'
L41	S 15°04'08" W	35.80'	L142	N 31°17'16" E	16.30'
L42	S 15°04'08" W	35.80'	L143	N 31°17'16" E	16.30'
L43	S 15°04'08" W	35.80'	L144	N 31°17'16" E	16.30'
L44	S 15°04'08" W	35.80'	L145	N 31°17'16" E	16.30'
L45	S 15°04'08" W	35.80'	L146	N 31°17'16" E	16.30'
L46	S 15°04'08" W	35.80'	L147	N 31°17'16" E	16.30'



## DETAIL OF UNITS 1-25

NOTE: 1) SEVERAL UNIT LOCATIONS HAVE BEEN REVERSED FROM THE ORIGINAL CONDOMINIUM PLAT TO REFLECT CHANGES THE OWNER COMPLETED DURING CONSTRUCTION





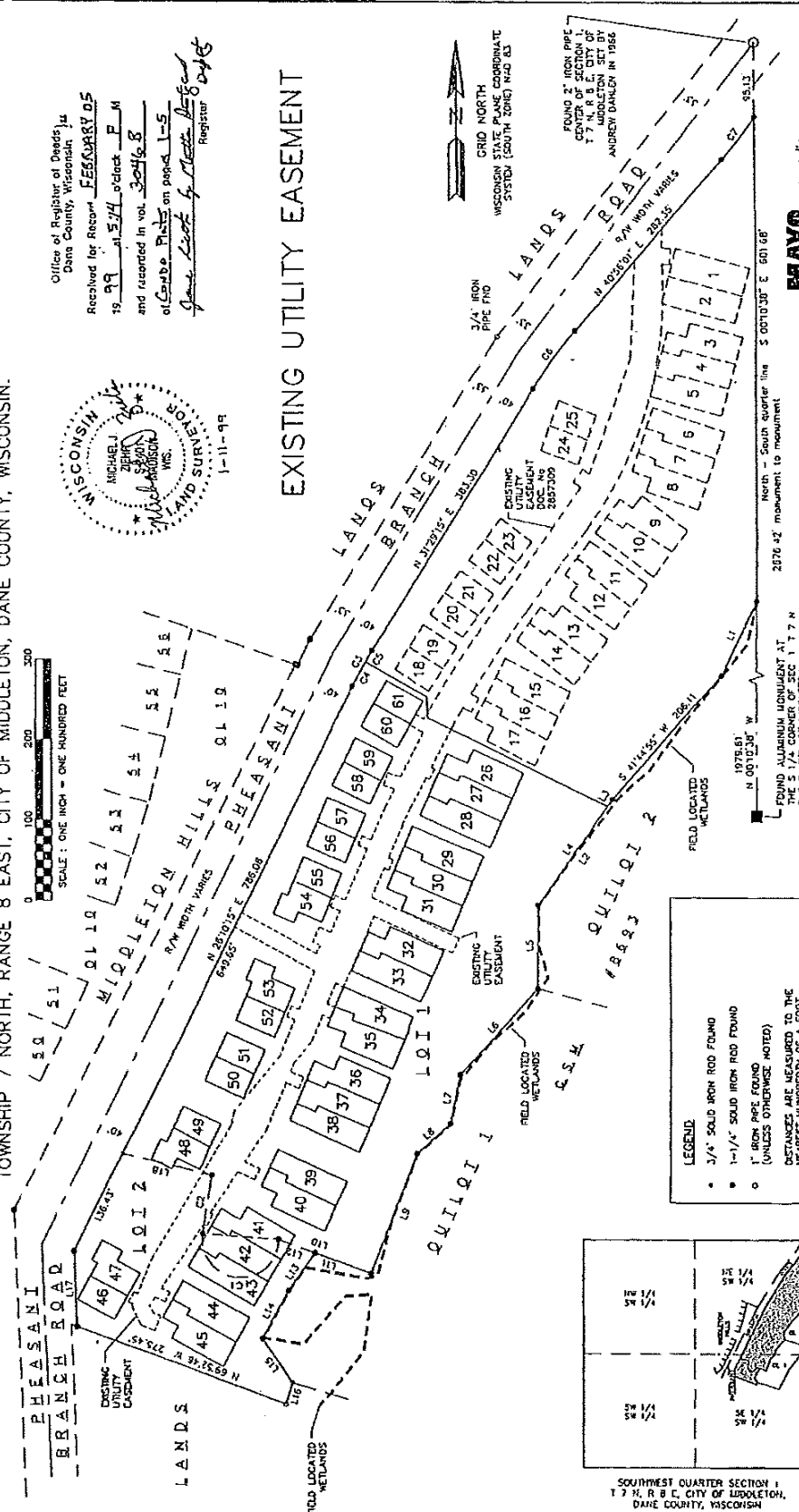
# MIDDLETON CONSERVANCY, CONDOMINIUM PLAT ADDENDUM 1

LOT 1 AND LOT 2 OF CERTIFIED SURVEY MAP No. 8693, AS RECORDED IN VOL. 48 OF CERTIFIED SURVEY MAPS, ON PAGES 50-54, AS DOC. NO. 2887675, DANE COUNTY REGISTRY. ALSO LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 8 EAST, CITY OF MIDDLETON, DANE COUNTY, WISCONSIN.

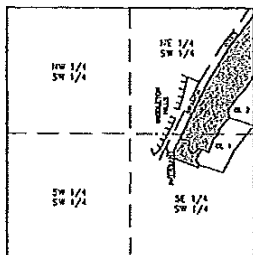


Office of Registrar of Deeds  
Dane County, Wisconsin  
Received for Record **FEBRUARY 05**  
19 **99** at **3:14** o'clock **P.M.**  
and recorded in vol. **30468**  
of Dane County Records on pages **1-5**  
*Done, Leonty, & Pappas*  
Registrar

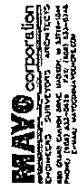
## EXISTING UTILITY EASEMENT



- LEGEND**
- 3/4" SOLID IRON ROD FOUND
  - 1-1/4" SOLID IRON ROD FOUND
  - 1" IRON PIPE FOUND (UNLESS OTHERWISE NOTED)
- DISTANCES ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.



SOUTHWEST QUARTER SECTION 1  
T 7 N, R 8 E, CITY OF MIDDLETON,  
DANE COUNTY, WISCONSIN





DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
04/11/2005 09:26:49AM

04/11/2005 09:26:49AM

Trans. Fee:  
Exempt #:

Rec. Fee: 27.00  
Pages: 9

**THIRD AMENDMENT TO  
DECLARATION OF CONDOMINIUM FOR  
MIDDLETON CONSERVANCY, A  
CONDOMINIUM**

000295

~~THIS ALSO CONSTITUTES THE FIRST  
AMENDMENT TO RESTATED  
DECLARATION OF CONDOMINIUM FOR  
MIDDLETON CONSERVANCY, A  
CONDOMINIUM~~ §D

Name & Return Address:  
Middleton Conservancy  
Condominium  
Association, Inc.  
Attn: Larry Dallia  
3415 Conservancy Lane  
Middleton, WI 53562

Parcel Identification No.: See  
Attached  
Exhibit A

Undersigned, who together constitute at least 2/3 of the unit owners of Middleton Conservancy, a Condominium (the Condominium), both in number of owners and in the aggregate of total votes, and any mortgagee of each signing unit owner, hereby amend the restated declaration of condominium for the Condominium.

**RECITALS**

A. The real estate on which the Condominium is located is described on attached Exhibit B.

B. The Condominium was created by a declaration recorded with the Register of Deeds for Dane County, Wisconsin as No. 2907738. The declaration was amended by an amendment recorded as Document No. 3079038, and by a second amendment recorded as Document No. 3919904. The second amendment restated the declaration in its entirety and adopted a "Restated Declaration of Condominium

for Middleton Conservancy, a Condominium". That restated declaration will be called the "Restated Declaration".

C. The undersigned unit owners and their mortgagees desire to amend the Restated Declaration.

### **AGREEMENT**

FOR CONSIDERATION, and intending to be legally bound, the undersigned amend the Restated Declaration as follows:

1. All capitalized words and terms shall have the meanings given in the Restated Declaration.

2. Revise the definition of Association in the Restated Declaration to read:

**Association:** Middleton Conservancy Condominium Association, Inc., a Wisconsin nonstock corporation and its successors and assigns.

3. Revise the introductory three lines in the third paragraph of the definition of Unit in the Restated Declaration to read:

All betterments and improvements to the Unit located within the Unit shall be part of the Unit and shall be repaired, maintained and replaced by the owner of the Unit. Such betterments and improvements include but are not limited to:

4. Add the following new clause (o) in the third paragraph of the definition of Unit in the Restated Declaration:

(o) Carpeting, wood flooring and floor covering, including special subflooring.

5. Delete the last sentence in the definition of Unit in the Restated Declaration.

6. In Section 5 of the Restated Declaration, correct the address of Unit 34 to 3231 Conservancy Lane.

7. Add a new Section 7(f) to the Restated Declaration as follows:

7 (f) The Condominium shall establish a statutory reserve account. The Reserve Fund shall constitute the statutory reserve account.

8. In the second paragraph of Section 9 of the Restated Declaration, add a new subparagraph (d) as follows:

- (d) The owner shall comply with any applicable provisions of Chapter 703 of the Wisconsin Statutes, as that Chapter 703 is amended from time to time.

9. Revise Section 13 of the Restated Declaration to read:

**SECTION 13 -- AMENDMENT**

This declaration may be amended with the written consent of at least two-thirds of the aggregate of the votes provided in this declaration. A Unit owner's written consent will not be effective unless it is approved in writing by the first mortgagee of the owner's Unit, or by the holder of any security interest equivalent to a first mortgage. Approval from the first mortgage lender or equivalent security interest holder, or the person servicing the first mortgage loan or equivalent security interest, shall constitute approval by the first mortgagee or equivalent security interest holder for this purpose.

Any change in the percentage interests shall require compliance with such additional requirements as may be prescribed in Chapter 703.

An amendment properly approved may be recorded without recording of the signatures of all of the Unit owners and mortgagees who sign the amendment. Instead of including all of those signatures, an officer of the Association may certify as part of the amendment that the amendment was properly signed by the requisite number of owners and mortgagees.

10. The Restated Declaration is ratified and confirmed, except as modified by this first amendment.

11. This amendment may be signed in counterparts.

12. Upon receipt of a duplicate original of this first amendment signed by the requisite number of unit owners and mortgagees, the president of Middleton Conservancy Condominium Association, Inc. is authorized and directed to sign this first amendment for the purpose of certifying the requisite number of owners and any mortgagees of the signing owners have signed. The president is then further authorized and directed to record this first amendment without the signature pages for the signing unit owners and mortgagees.

13. This amendment shall take effect on the date of its recording.

Dated November 18, 2004, but not effective until the later date provided in paragraph 13.

000298

000299

**CERTIFICATION OF MIDDLETON CONSERVANCY CONDOMINIUM ASSOCIATION, INC.**

Middleton Conservancy Condominium Association, Inc., the association of unit owners for the Condominium, hereby certifies that at least two-thirds of the unit owners of the Condominium, both in number of the owners and in the aggregate of total votes, have executed and delivered this first amendment and that any mortgagee of each signing unit owner has executed and delivered this amendment.

Dated April 10, 2005.

MIDDLETON CONSERVANCY CONDOMINIUM ASSOCIATION, INC.

By: Dawn K. Meyer  
Dawn K. Meyer, President

**AUTHENTICATION OF SIGNATURE**

Signature of Dawn K. Meyer authenticated this 10<sup>th</sup> day of April, 2005.

Mary E Warren  
MARY E WARREN  
Notary Public, State of Wisconsin  
My Commission is/expires: March 19, 2006

Drafted by:  
Thomas J. Sobota

**SIGNATURE PAGE TO FIRST AMENDMENT TO RESTATED DECLARATION FOR  
MIDDLETON CONSERVANCY, A CONDOMINIUM**

000300

Undersigned are all of the owners and any mortgagee of the unit in Middleton Conservancy, a Condominium (the Condominium), located at \_\_\_\_\_ Conservancy Lane, Middleton, Wisconsin 53562.

Undersigned acknowledge receipt of the first amendment to the restated declaration of condominium for the Condominium, which first amendment is dated November 18, 2004. Undersigned consent to that first amendment.

Undersigned certify as follows:  
(check which applies)

- \_\_\_\_\_ Undersigned's unit is not subject to any mortgage  
\_\_\_\_\_ Undersigned's unit is subject to one or more mortgages

If undersigned's unit is subject to any mortgage, the undersigned mortgagee of the unit approves the consent of the unit owners to the first amendment.

**CONSENT OF OWNERS**

Unit Owners: \_\_\_\_\_ Dated \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Signature of Unit Owner

\_\_\_\_\_  
Signature of Unit Owner

\_\_\_\_\_  
Print Name of Unit Owner

\_\_\_\_\_  
Print Name of Unit Owner

**AUTHENTICATION FOR OWNERS**

Signatures of \_\_\_\_\_ and \_\_\_\_\_ (print names of unit owners) authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission is/expires: \_\_\_\_\_

**APPROVAL OF MORTGAGEE, IF APPLICABLE**

Mortgagee: \_\_\_\_\_ Dated \_\_\_\_\_, 200\_\_.

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

**AUTHENTICATION FOR MORTGAGEE**

Signature of \_\_\_\_\_ authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission is/expires: \_\_\_\_\_



EXHIBIT A

000301

PARCEL IDENTIFICATION NUMBERS FOR MIDDLETON  
CONSERVANCY, A CONDOMINIUM

070801314910	070801314938	070801314956
070801314974	070801314992	070801315017
070801315035	070801315053	070801315071
070801315099	070801315115	070801315133
070801315151	070801315179	070801315197
070801315213	070801315231	070801315259
070801315277	070801315295	070801315311
070801315339	070801315357	070801315375
070801315393	070801315419	070801315437
070801315455	070801315473	070801315491
070801315517	070801315535	070801315553
070801315571	070801315599	070801315615
070801315633	070801315651	070801315679
070801315697	070801315713	070801315731
070801315759	070801315777	070801315795
070801315811	070801315839	070801315857
070801315875	070801315893	070801315919
070801315937	070801315955	070801315973
070801315991	070801316016	070801316034
070801316052	070801316070	070801316098
070801316114		

000302

**EXHIBIT B**

**LEGAL DESCRIPTION**

**Parcel A, formerly known as Phase I Description:**

Part of Lot 1 of Certified Survey Map Number 8693, as recorded in Volume 48 of Certified Survey Maps on pages 50-54, as Document Number 2887675, Dane County Registry. Also located in the Northeast Quarter and the Southeast Quarter of the Southwest Quarter of Section 1, Township 7 North, Range 8 East, City of Middleton, Dane County, Wisconsin, more fully described as follows:

Commencing at the South quarter corner of said Section 1; thence North 00 degrees 10 minutes 38 seconds West, 1979.61 feet to the point of beginning; thence South 24 degrees 52 minutes 24 seconds West, 102.49 feet; thence South 41 degrees 44 minutes 55 seconds West, 206.11 feet; thence South 35 degrees 14 minutes 34 seconds West, 10.86 feet; thence North 64 degrees 26 minutes 28 seconds West, 249.34 feet; thence North 03 degrees 58 minutes 29 seconds West, 26.92 feet; thence North 61 degrees 00 minutes 36 seconds West, 87.19 feet to a point of curvature; thence along a curve to the right through a central angle of 01 degree 43 minutes 32 seconds, an arc distance of 16.57 feet, a radius of 550.00 feet, and a chord bearing North 30 degrees 37 minutes 29 seconds East, 16.56 feet; thence North 31 degrees 29 minutes 15 seconds East, 383.30 feet to a point of curvature; thence along a curve to the right through a central angle of 09 degrees 26 minutes 46 seconds, an arc distance of 90.67 feet, a radius of 550.00 feet, and a chord bearing North 36 degrees 12 minutes 38 seconds East, 90.57 feet; thence North 40 degrees 56 minutes 01 second East, 282.35 feet to a point of curvature; thence along a curve to the left through a central angle of 06 degrees 58 minutes 30 seconds, an arc distance of 66.96 feet, a radius of 550.00 feet, and a chord bearing North 37 degrees 26 minutes 45 seconds East, 66.91 feet; thence South 00 degrees 10 minutes 38 seconds East, 601.68 feet to the point of beginning. This description contains 221,096 square feet or 5.0757 acres.

**Parcel B, formerly known as Phase 2 Description:**

Part of Lot 1 and all of Lot 2 of Certified Survey Map Number 8693, as recorded in Volume 48 of Certified Survey Maps on pages 50-54, as Document Number 2887675, Dane County Registry. Also located in the Northeast Quarter and the Southeast Quarter of the Southwest Quarter of Section 1, Township 7 North, Range 8 East, City of Middleton, Dane County, Wisconsin, more fully described as follows:

Commencing at the South quarter corner of said Section 1; thence North 00 degrees 10 minutes 38 seconds West, 1979.61 feet; thence South 24 degrees 52 minutes 24 seconds West, 102.49 feet; thence South 41 degrees 44 minutes 55 seconds West, 206.11 feet; thence South 35 degrees 14 minutes 34 seconds West, 10.86 feet to the point of beginning; thence continuing South 35 degrees 14 minutes 34 seconds West, 151.79 feet; thence South 00 degrees 21 minutes 09 seconds West, 102.81 feet; thence South 42 degrees 00 minutes 09 seconds West, 145.48 feet; thence South 11 degrees 01 minute 15 seconds West, 61.81 feet; thence South 47 degrees 53 minutes 14 seconds West, 56.58 feet; thence South 20 degrees 51 minutes 21 seconds West, 160.45 feet; thence North 70 degrees 30 minutes 14 seconds West, 74.31 feet; thence South 35 degrees 07 minutes 08 seconds West, 57.72 feet; thence South 28 degrees 20 minutes 21 seconds West, 68.61 feet; thence South 34 degrees 10 minutes 52 seconds East, 66.41 feet; thence South 16 degrees 51 minutes 54 seconds West, 28.22 feet; thence North 69 degrees 52 minutes 46 seconds West, 275.45 feet; thence North 02 degrees 29 minutes 31 seconds West, 94.27 feet; thence North 26 degrees 10 minutes 15 seconds East, 786.08 feet to a point of curvature; thence along a curve to the right through a central angle of 03 degrees 35 minutes 28 seconds, an arc distance of 34.47 feet, a radius of 550.00 feet, and a chord bearing North 27 degrees 57 minutes 59 seconds East, 34.47 feet; thence South 61 degrees 00 minutes 36 seconds East, 87.19 feet; thence South 03 degrees 58 minutes 29 seconds East, 26.92 feet; thence South 64 degrees 26 minutes 28 seconds East, 249.34 feet to the point of beginning. This description contains 282,776 square feet or 6.4916 acres.

BYLAWS  
OF  
MIDDLETON CONSERVANCY CONDOMINIUM ASSOCIATION, INC.

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BYLAWS  
OF  
Middleton Conservancy Condominium Association, Inc.

ARTICLE I

NAME AND LOCATION

The name of the Association is Middleton Conservancy Condominium Association, Inc., hereinafter referred to as the "Association." The principal office and mailing address of the Association shall be the property management company contracted by the Board of Directors on behalf of the Association. Meetings of Unit Owners and Directors may be held at other places as the Directors may designate.

ARTICLE II

DEFINITIONS

- Section 1. "Act" as defined in Article XIV of this document.
- Section 2. "Association" shall mean and refer to the Middleton Conservancy Condominium Association, Inc., a corporation organized pursuant to Chapter 181, Wisconsin Statutes, its successors and assigns.
- Section 3. "Property" shall mean and refer to that certain real property subject to the Declaration and any supplements or amendments thereto.
- Section 4. "Common Elements" as defined in the Declaration.
- Section 5. "Limited Common Elements" as defined in the Declaration.
- Section 6. "Unit" as defined in the Declaration.
- Section 7. "Owner" or "Unit Owner" shall mean and refer to a person, combination of persons, partnership, corporation, limited liability company or other legal entity who holds legal title to a Unit or has equitable ownership as a land contract vendee and who owns an d interest in the Common Elements appurtenant to such Unit in the percentage specified and established in the Declaration and refers to those persons entitled to membership in the Association as provided in the Declaration.
- Section 8-7. "Declaration" shall mean and refer to the Declaration of Condominium For Middleton Conservancy, A Condominium applicable to the Property recorded in the office of the Register of Deeds for Dane County, Wisconsin, and any supplements or amendments as provided in the Declaration.

ARTICLE III

MEETINGS OF UNIT OWNERS

- Section 1. ANNUAL MEETING: The annual meeting of the Unit Owners shall be held in November of each year. The purpose of each annual meeting of the Unit Owners shall be for the election of Directors, approval of the annual operating budget and annual assessments and the transaction of such other business as may come before this meeting.

Section 2. SPECIAL MEETINGS: Meetings of the Unit Owners may be called at any time by the Board of Directors, by the President, or upon the written request of at least one-third (1/3) of the Unit Owners who are entitled to vote.

Section 3. PLACE OF MEETINGS: Meetings of the Unit Owners shall be held at such suitable times and places as may be designated by the Board of Directors.

Section 4. NOTICE OF MEETINGS: Written notice of each meeting of the Unit Owners shall be given at least ten (10) but not more than thirty (30) days before such meeting to each Unit Owner entitled to vote as currently appears on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. In lieu of such notice, written waivers may be accepted from all Unit Owners entitled to vote.

Section 5. QUORUM: The presence in person or by proxy at the meeting of Unit Owners entitled to cast at least fifty percent (50%) of the votes of Unit Owners shall constitute a quorum for any action, except as otherwise provided in the Declaration or these Bylaws.

Section 6. PROXIES: Each Unit Owner may vote in person or by proxy. All proxies shall be in writing and filed with the Association's Secretary. Every proxy shall be effective for a maximum period of one hundred eighty (180) days (or longer if granted to a mortgagee or lessee), shall be revocable (unless granted to a mortgagee or lessee and specifically stated to be irrevocable) and shall automatically cease upon conveyance by the Unit Owner of his Unit.

Section 7. MAJORITY OF UNIT OWNERS: As used in these Bylaws, the term "Majority of Unit Owners" shall mean those Unit Owners having more than fifty percent (50%) of the total authorized votes of all Unit Owners.

#### ARTICLE IV

##### BOARD OF DIRECTORS

##### SELECTION – TERM OF OFFICE

Section 1. NUMBER AND SELECTION: The affairs of the Association shall be managed by a Board of seven (7) Directors who shall take office upon election. Chairpersons of the Architectural Review and Maintenance Committee, the Landscaping Committee, the Insurance Committee, the Governmental Affairs Committee, the Documents Committee, and the Finance Committee shall, if they are not already Board members, serve as ex-officio (non-voting) members of the Board. All of the Directors shall be Unit Owners.

Section 2. ELECTION AND TERM OF OFFICE: Directors shall be elected at the annual meeting of Unit Owners, and the term of office of each member of the Board of Directors shall be fixed at three (3) years with staggered terms. At the expiration of the term of office of each respective member of the Board of Directors, his successor shall be elected to serve for a term of three (3) years. Except in the event of death, resignation or removal, each Director shall hold office until his respective successor has been elected by the Unit Owners. Directors may serve for a total of two (2) consecutive terms.

Section 3. REMOVAL: Any Director may be removed from the Board, with or without cause, by a vote of a Majority of Unit Owners. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. COMPENSATION: No Director shall receive compensation for any service he may render to the Association. Directors may be reimbursed for their actual cash, out-of-pocket expenses incurred in the performance

of their duties for which receipts can be provided. Documented mileage will be reimbursed at the mileage rate allowed by the Internal Revenue Service.

Section 5. ACTION TAKEN WITHOUT A MEETING: The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## ARTICLE V

### MEETING OF DIRECTORS

Section 1. REGULAR MEETING: Regular meetings of the Board of Directors shall be held at least quarterly. The regular meeting schedule will be posted to Unit Owners within one (1) month of the annual meeting. All regular meetings of the Board are open to all Unit Owners.

Section 2. SPECIAL MEETINGS: Special meetings of the Board of Directors shall be held when unanticipated business occurs that cannot wait until the next regularly scheduled meeting. Special meetings can be called by the President of the Association, or by any three (3) Directors, after receipt by each Director of at least five (5) business days written notice, unless waived in writing or by attendance, stating the time, place and purpose of the meeting.

Section 3. QUORUM: A majority of the Directors shall constitute a quorum for the transaction of business. Every act or decision made by a majority of the Directors present at a meeting at which a quorum is present shall be regarded as the act of the Board. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

Section 4. WAIVER OF NOTICE: Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

## ARTICLE VI

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

- Section 1. POWERS: In addition to its other authority, the Board of Directors shall have the power to:
- (a) Adopt, publish, and amend on behalf of the Association rules and regulations covering the details of the operation and use of the Property and governing the use of the Common Elements, the personal conduct of the Unit Owners, and to establish penalties for infractions;
  - (b) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not specifically reserved to the Unit Owners by other provisions of these Bylaws, the Declaration or Chapter 703 of the Wisconsin Statutes;

- (c) Employ a manger, independent contractor, or other employees as they deem necessary, and prescribe their duties;
- (d) Foreclose the lien against Units for which assessments are not paid within fifteen calendar (15) days after due date or bring an action at law against the Unit Owner(s) personally obligated to pay the same;
- (e) Open bank accounts on behalf of the Association and designate the signatories required thereof; and
- (f) Grant permits, licenses and easements through or over the Common Elements.

Section 2. DUTIES: It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement to the Unit Owners at the annual meeting, or at any special meeting when such statement is requested in writing by at least three-fourths (3/4) of the Unit Owners who are entitled to vote;
- (b) Supervise all officers, agents and employees of the Association, and see that their duties are properly performed;
- (c) Recommend a budget and annual assessment for the Association by the annual meeting, which shall include an adequate reserve for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis. The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" which shall provide for the Common Operating Expenses and the other the "reserve fund" which shall provide for the Common Reserve Expenses. Each fund may have one or more sub-accounts. The operating fund shall be used for all common expenses which occur on a routine basis, such as maintenance of the Common Elements, engagement services, insurance, common services, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as painting, renovation and/or the replacement of improvements to the Common Elements and those Limited Common Elements it is obligated to maintain. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the operating fund shall be first charged against the reserve fund. In the event that both funds prove inadequate to meet the necessary common expenses, the Board of Directors may levy a further assessment which shall be charged to each Unit owner in proportion to his ownership interest as set forth in the Declaration. The reserve fund may be used to discharge mechanics' liens or other encumbrances levied upon the entire Property, or against each Unit, if resulting from action by the Association. The Unit Owner or Owners responsible for any lien which is paid by the Association but which is not the obligation of the Association shall be specially assessed for the full amount incurred. The Board of Directors may also use the reserve fund for the maintenance and repair of any Unit if such maintenance and repair is necessary to protect the Common Elements. The full amount of the cost of any such maintenance or repair shall be specially assessed to the Unit Owner responsible. Unit Owners shall have no vested interest in, or be entitled to, withdrawals from either the operating fund or the reserve fund;
- (d) Send written notice of annual assessment to every Owner at least ten calendar (10) days in advance of each annual assessment period;
- (e) Issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates.



If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- (f) Procure and maintain adequate liability and hazard and other insurance on property owned by the Association;
- (g) Cause all officers or agents having fiscal responsibilities to be bonded; if it deems appropriate or if otherwise required by the provisions of Article XIII;
- (h) Cause the Common Elements to be maintained;
- (i) Grant or withhold approval of any action by a Unit Owner or other person which would change the exterior appearance of a Unit or any other portion of the Condominium;
- (j) Make contracts and incur liabilities in connection with the operation of the Association subject to any restrictions set forth in the Declaration;
- (k) Determine procedures and policies regarding the handling of the financial assets of the Association including but not limited to checking, savings and investment accounts.
- (l) Maintain a current roster of names and addresses of Unit owners to which all notices shall be sent, including a list reflecting the name of the person designated to cast the vote pertaining to each Unit. Any such designation may be changed by written notice to the Secretary of the Association signed by a majority of the persons having an ownership interest in the Unit; and
- (m) Elect the officers of the Association.

## ARTICLE VII

### OFFICERS AND THEIR DUTIES

Section 1. ENUMERATION OF OFFICERS: The officers of this Association shall be a President, a Vice-President, a Secretary and a Treasurer, and such other officers as the Board may create by resolution.

Section 2. ELECTION OF OFFICERS: The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Unit Owners.

Section 3. TERM: The officers of this Association shall be elected annually by the Board, and each shall hold office until his successor is elected, unless he shall resign, shall be removed, or is otherwise disqualified to serve.

Section 4. SPECIAL APPOINTMENTS: The Board may elect other officers as the affairs of the Association may require, each of whom shall hold office for one (1) year, have such authority and perform such duties as the Board determines.

Section 5. RESIGNATION AND REMOVAL: Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified in the notice. Unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. VACANCIES: A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. DUTIES: The duties of the officers shall be as follows:

- (a) President. The President shall preside at all meetings of the Board of Directors and of the Unit Owners; shall see that orders and resolutions of the Board are carried out; and shall sign all leases, mortgages, deeds and other written instruments.
- (b) Vice President. The Vice President shall act in the place of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- (c) Secretary. The Secretary shall record and count the votes and keep the minutes of all meetings and proceedings of the Board and of the Unit Owners; serve notice of meetings of the Board and of the Unit owners; keep appropriate current records showing the Unit Owners of the Association together with their addresses; and shall perform such other duties as required by the Board. These duties may be delegated to the agent of the Association under the direction of the Secretary.
- (d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; prepare an annual budget and a statement of income and expenditures to be presented to the Unit Owners at its regular annual meeting, and deliver a copy of each to the Unit Owners; and cause to be prepared and filed the annual tax returns as required by the Internal Revenue Service. These duties may be delegated to the agent of the Association under the direction of the Treasurer.

#### ARTICLE VIII

#### COMMITTEES

The following standing committees will be appointed by and report to the Board of Directors. Each Committee will elect its own Chair.

Section 1. ARCHITECTURAL REVIEW AND MAINTENANCE COMMITTEE. The Architectural Review and Maintenance Committee (hereinafter called the "ARMC"). shall be responsible for reviewing homeowner requests for architectural modification, identifying and suggesting priorities for maintenance of buildings, writing specifications and reviewing bids for maintenance contracts, monitoring maintenance contractor performance and address any other issues affecting the buildings. Duties and authority of the committee are determined by the Board.

Section 2. LANDSCAPING COMMITTEE. shall be responsible for reviewing special homeowner concerns regarding grounds; developing standards for plantings; monitoring landscape contractor performance; recommending budget support to the Board of Directors to ensure that adequate funds will be designated to further enhance and maintain our property; and address any other issues affecting outdoor areas. Duties and authority of the committee are determined by the Board.

Section 3. DOCUMENTS COMMITTEE. The Documents Committee will annually review and revise as necessary the condominium instruments of the Association for presentation and approval by the appropriate body.

Section 4. GOVERNMENTAL AFFAIRS COMMITTEE. The Governmental Affairs Committee will work closely with the City of Middleton on all matters affecting the Association related to road maintenance and repair,

easements, public access and other issues as may arise and make recommendations to the Board of Directors regarding any necessary action with the City of Middleton..

Section 5. INSURANCE COMMITTEE. The Insurance Committee will be responsible for annually reviewing the insurance coverage of the Association, recommending to the Documents Committee any necessary changes in the Bylaws to be compliant with coverage and recommend carriers and coverage to the Board of Directors. The Insurance Committee shall recommend loss prevention measures to the Board of Directors.

Section 6. FINANCE COMMITTEE. The Finance Committee shall work with the Treasurer to prepare the annual budget for review by the Board of Directors. The Finance Committee shall recommend to the Board of Directors the type and frequency of a financial audit.

The Board of Directors may appoint additional committees as deemed necessary, either standing or ad hoc, to accomplish the goals of the Association.

## ARTICLE IX

### BOOKS AND RECORDS

Section 1. INSPECTION: The books, records, financial statements and papers of the Association, together with the Condominiums Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations, shall at all times, be subject to inspection by any Unit Owner, or by holders, insurers, and guarantors of first mortgages that are secured by Units. All such documents shall be available for inspection at the principal office of the Association during normal business hours, where copies may be purchased at a reasonable cost.

Section 2. REQUESTS FOR AUDITED STATEMENTS: If the holder, insurer, or guarantor of any first mortgage that is secured by a Unit submits a written request, the Association must provide a statement (audited if necessary to comply with any governmental rules or regulations) for the preceding fiscal year to be available within one hundred twenty (120) days of the Association's fiscal year-end

## ARTICLE X

### RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. THE COMMON ELEMENTS: The Association, subject to the rights of the Unit Owners set forth in the Declaration, shall be responsible for the exclusive management and control of the Common Elements and all improvements of the Property, and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Association shall, without limiting the foregoing, contract and pay for all utility service charges relating to the Common Elements, including, without limitation, water, gas and electricity. The Association shall provide each Unit with a freeze detection and smoke detection system. If a Unit Owner is ever directly billed for, and pays, any items relating to the Common Elements which has been previously approved by the Board, the Association shall promptly reimburse such Unit Owner for the amount of such charges upon evidence of payment by the Unit Owner.

Section 2. SERVICES: The Association may obtain and pay for the services of any person or professional management service to manage its affairs, to the extent it deems advisable. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Association or the enforcement of the Declaration and these Bylaws.

Section 3. PERSONAL PROPERTY FOR COMMON USE: The Association may acquire and hold for the use and benefit of all the owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion and in the same manner as their respective interests in the Common Elements. Such interest shall not be

transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Unit.

Section 4. **RULES AND REGULATIONS:** As provided in Article VI, Section 1(a), above, the Association may make reasonable rules and regulations governing the use of the Units, the Limited Common Elements and the Common Elements, which shall be consistent with the rights and duties established in the Declaration and these Bylaws.

Section 5. **IMPLIED RIGHTS:** The Association may exercise any other right or privilege given to it expressly by the Declaration, these Bylaws or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it or reasonably necessary to effectuate any such right or privilege.

## ARTICLE XI

### ASSESSMENTS

Section 1. **AGREEMENT TO PAY ASSESSMENT:** Each Owner of any Unit by the acceptance of a deed or land contract, whether or not it be so expressed in such deed or land contract, shall agree with each other and with the Association to pay to the Association for the purpose provided in the Declaration and these Bylaws, annual assessments, special assessment for capital improvements and assessment for any other matters as provided herein. Such assessments shall be fixed, established and collected in the manner provided in this Article.

Section 2. **PURPOSE OF ASSESSMENTS:** The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents and for the improvement and maintenance of the Common Elements, and such emergency repairs as the Association may deem necessary.

Section 3. **ANNUAL ASSESSMENT:** The Board of Directors of the Association shall annually, prepare a budget for the Association and fix the annual assessment. The annual assessment includes, but is not limited to, charges for management, trash removal, snow removal, insurance premiums, lawn care, and landscaping maintenance. The budget shall include an adequate reserve for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis. The amounts assessed for the reserve fund shall be payable in regular installments rather than by special assessments.

Section 4. **SPECIAL ASSESSMENT:** In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of budget over-runs, any construction, reconstruction, repair or replacement of a capital improvement upon any Common Elements, including fixtures and personal property related thereto, provided that, except as provided in Section 11 of the Declaration, any such assessment shall have the assent of at least two-thirds (2/3) of the Unit Owners entitled to vote.

Section 5. **SPECIAL ASSESSMENT UPON CLOSING.** Upon closing of the sale of any Unit the Buyer shall make a deposit of \$200.00 into the Association reserve fund.

Section 6. **NOTICE OF MEETINGS:** Written notice of any meeting called for the purpose of levying a special assessment shall be sent to all Unit Owners 10 days prior to the scheduled meeting.

Section 7. **RATE OF ASSESSMENT:** Common Operating Expenses shall be assessed to the owners in proportion to their percentage interests. Common Reserve Expenses shall be assessed to the owners in part (i) in proportion to their percentage interests and in part (ii) in such fractional shares as are determined by the Board.

Section 8. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS. The amount of the annual assessment against each Unit shall be fixed at the annual meeting through approval of the budget by the Unit Owners.; and shall cover the period of January 1 through December 31. Written notice of the annual assessment shall be sent to every Owner at least ten calendar (10) days in advance of the annual assessment period. Such assessments shall be payable on a monthly basis on or before the first day of each month. Assessments not paid by the fifteenth of each month due are subject to a late fee charge. The Association shall, upon reasonable business demand determined by an officer of the Association, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Unit have been paid.

Section 9. LIEN FOR ASSESSMENTS: All sums assessed to any Unit pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for:

- (a) liens of general and special taxes; and
- (b) a lien for all sums unpaid on a first mortgage duly recorded in the Dane County, Wisconsin real estate records, prior to the making of such assessment, including all unpaid obligatory advances to be made pursuant to such mortgage, and all amounts advanced pursuant to such mortgage and secured by the lien thereof in accordance with the terms of such instrument; and
- (c) construction liens filed prior to the making of such assessment.

All other lienors acquiring liens on any Unit shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the owner of the Unit and the legal description of the Unit. Such a notice shall be signed by the Association and may be recorded in the, "Office of the Clerk of the Circuit Court or Register of Deeds of Dane County, Wisconsin. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Wisconsin. In any such foreclosure, the Owner shall be required to pay the costs and expenses of filing the notice of lien and all reasonable attorneys, fees incurred in connection with such foreclosure. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the owner thereof.

A release of notice of lien shall be executed by the Association in such form as to be recordable in the Dane County, Wisconsin real estate records, upon payment of all sums secured by the lien which has been made the subject of the recorded notice of lien.

Any encumbrancer holding a lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment, such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

A first mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by the Unit Owner mortgagor of any obligation under the Declaration, these Bylaws, any rules and regulations promulgated hereunder and any other Condominium documents which default is not cured within

sixty calendar (60) days. Each Unit Owner expressly authorizes and consents in advance to the giving of such report or reports by the Association to any such encumbrancer.

Section 10. EFFECT OF NONPAYMENT OF ASSESSMENT. REMEDIES OF THE ASSOCIATION: Any assessment not paid within fifteen calendar (15) days after the due date shall be subject to a late fee charge determined and published annually by the Board of Directors.. The Association may bring an action at law against the Owner personally obligated for the assessment, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Elements or abandonment of his Unit. A suit to recover a money judgment for unpaid expenses hereunder shall be maintainable without foreclosing or waiving the lien securing the same. If any assessment of common expenses is delinquent and a notice of condominium lien has been recorded against a Unit, the Association may suspend the voting rights of the delinquent Unit Owner in accordance with the provisions of Wis. Stat. 703.10(4) (1993-1994)

Section 11. SUBORDINATION OF THE LIEN TO MORTGAGES: The lien of the assessments provided for herein shall be subordinate to the liens described in this Article XI, Section 9 (a), (b), and (c). Sale or transfer of any Unit shall not affect the assessment lien. Notwithstanding anything herein to the contrary, any first mortgagee who obtains title to any Unit pursuant to the remedies provided in the mortgage, or by foreclosure of the mortgage, is not liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the mortgagee, and such unpaid dues or charges shall be deemed to be common expenses collectible from all of the Owners, excluding the acquirer, his successors and/or assigns. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE XII

### RIGHTS AND OBLIGATIONS OF UNIT OWNERS

Section 1. OWNER'S RIGHT TO INGRESS AND EGRESS AND SUPPORT: Each owner shall have the unrestricted right to ingress and egress over, upon and across the Common Elements necessary for access to his Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

Section 2. USE OF COMMON ELEMENTS: Unit Owners shall not obstruct (or permit to be obstructed) the Common Elements, and shall not keep or store anything on any part of the Common Elements without the prior written consent of the Board of Directors of the Association, except as specifically provided herein. Unit Owners shall not alter, attach anything to, construct on or remove anything from the Common Elements (or permit any of the foregoing), except upon the prior written consent of the Board of Directors of the Association.

Section 3. USE OF LIMITED COMMON ELEMENTS: Every Unit Owner must maintain the Limited Common Elements appurtenant to his Unit in a clean and safe condition at all times. No objects or structures, other than movable furniture or decorative pieces or other items typically stored in a garage attached to a residence such as motor vehicles, bicycles and household tools, shall be placed on the Limited Common Elements without the prior written consent of the Board of Directors of the Association. Every Unit Owner shall have the right to decorate the Limited Common Elements appurtenant to his Unit in a nonstructural manner provided that decorations which are visible to other Units or to the public shall require the prior written consent of the Board of Directors of the Association.

Section 4. PROHIBITION OF DAMAGE AND CERTAIN ACTIVITIES: Nothing shall be done or kept in any Unit, Limited Common Element or Common Element which would increase the rate of insurance on the premises over what the Association, but for such activity, would pay. Nor shall any Unit owner permit anything to be done or kept in his Unit or on the Common Elements which would result in the cancellation of insurance on any Unit or on the Common Elements. Nothing shall be done or kept in any Unit or on the Common Elements or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed

requirement of any governmental body. Damage to the Common Elements, the disposing or dumping of toxic or hazardous materials of any type on the Property, including through the storm or sanitary sewers by an Owner or any invitee of any Owner is prohibited. Each owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitee. No noxious, destructive, or illegal, activity shall be carried on in any Unit, or on the Limited Common Elements or the Common Elements; nor shall anything be done which may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing in a Unit.

Section 5. RULES AND REGULATIONS: No Unit Owner shall violate the Rules and Regulations for the use of the Units, the Limited Common Elements and the Common Elements. Violation of the Rules and Regulations may cause the levying of fines as determined by the Board of Directors.

Section 6. DELEGATION OF USE: Any Owner may delegate, in accordance with these Bylaws, or the Declaration, his right of enjoyment of the Common Elements and facilities to the members of his immediate family, to the tenants of his Unit, or to contract purchasers of his Unit who reside on the Property and only to those individuals.

Section 7. RESTRICTIONS ON LEASING OF UNITS: Unit Owners must obtain prior written approval from the Board of Directors prior to leasing any Unit. A tenant may not sublease a Unit. All leases and rental agreements must be in writing and must be subject to the requirements of the Declaration, these Bylaws, the Rules and Regulations, and the Association.

Section 8. SEPARATE MORTGAGES OF UNITS: Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective ownership interest in the Common Elements. No Unit owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Property, his interest in the Limited Common Elements appurtenant to such Unit, and his own respective ownership interest in the Common Elements.

Section 9. SEPARATE REAL ESTATE TAXES: It is intended and understood that real estate taxes, including both general real estate taxes and special assessments, are to be separately taxed to each Unit Owner for his Unit, the Limited Common Elements and his corresponding percentage of ownership in the Common Elements, as provide in the Act. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof, the allocation in respect to the Limited Common Elements and the Common Elements to be in accordance with his respective percentage of ownership interest therein.

Section 10. MAINTENANCE, REPAIRS AND REPLACEMENT OF UNITS:

- (a) All maintenance, repairs and replacements to the Common Elements and the Limited Common Elements, shall be made by the Board of Directors and charged to the Unit Owners. In the event that the damage is caused by the negligence, misuse or neglect of a Unit Owner, the expense for repair will be charged to the Unit Owner.
- (b) Each Unit Owner shall furnish, at his own expense, and be responsible for, all decoration, furnishing, housekeeping, maintenance, repairs and replacement of interior surfaces of his Unit, together with such fixtures and equipment which are located within his Unit. Each Unit Owner is also responsible for the general cleanliness and presentability of the Limited Common Elements whose use is reserved to the Unit at issue.
- (c) No Unit owner, except as otherwise provided herein or in the Declaration, may make any alteration which would jeopardize the soundness or safety of the Property, reduce the value thereof or impair any easement of hereditament.

- (d) In the event that the need for maintenance, repairs or replacement is caused through the willful or negligent act of an owner, his family, guests, or invitees, the cost of such maintenance, repairs or replacement shall be added to and become a part of the assessment to which such Unit is subject.
- (e) If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the Common Elements as a result of the construction, as a result of the settling or shifting of the land or any Unit or as a result of the repair, renovation, restoration or replacement of any Unit, a valid easement for such Encroachment and for its maintenance shall exist so long as such Unit or other improvement shall stand.

Section 11. UTILITIES: Each Unit Owner agrees to be responsible for the furnishing of all utility services to his Unit.

Section 12. EASEMENT FOR ACCESS:

- (a) It may be necessary that certain of the Units Owners may need access to other Units and the attic in a building in order to maintain and/or repair certain shared facilities (e.g., utility and telephone lines). Such Unit Owners and their agents are hereby granted access to such other Units upon which those facilities are located after giving the Owner of the Unit to which access must be obtained reasonable notice of the need for such access and arranging for a mutually agreeable time for such access. In the event of an emergency, notice shall be waived; and
- (b) The Association or its agent may have and is hereby granted access to the Units and the attic in each building for purposes of maintenance, repairs and replacements of Common Elements and Limited Common Elements as provided in Section 10(a), provided that such access shall only be provided after giving the Owner of the Unit reasonable notice of the need for such access and arranging for a mutually agreeable time for such access. In the event of an emergency the Association, or its agent, may gain access to any Unit to make the necessary repair.

Section 13. COMMON SURPLUSES: All common surpluses shall be placed in the reserve fund or shall be used for any other purpose as the Board of Directors decides, including, if it so chooses, crediting such surpluses to Unit Owners' assessment for common expenses in a manner that is fair and equitable.

Section 14. TRANSFER OF MEMBERSHIP: Membership in the Association may not be transferred except in connection with the transfer of a Unit. Upon transfer of a Unit, the selling Unit Owner shall promptly provide written notice to the Association of such transfer, including the name(s) of the new Owner(s), identification of the Unit, date of transfer, name of the person designated to vote, name and address of mortgagee(s), if any, and any other information about the transfer which the Association may deem pertinent. The Secretary of the Association shall make appropriate changes to the membership list effective as of the date of transfer.

## ARTICLE XIII

### INSURANCE

Section 1. GENERAL AUTHORITY; REQUIREMENTS:

- (a) Section 5 of this Article, all policies of insurance relating to the Condominium or the Association shall be obtained by the Board of Directors on behalf of the Association. Neither the Board of Directors, nor the managing agent shall be liable for any failure to obtain any coverage required to



be obtained by this Article is such coverage shall have been unavailable upon reasonable inquire and investigation or available only at demonstrably unreasonable cost.

- (b) Each policy of insurance purchased by the Board of Directors pursuant to this Article shall provide to the fullest extent applicable as follows:
- (i) The named insureds under such policies shall be the Association, the Unit Owners, the Board of Directors, the managing agent and their authorized representatives, including any Insurance Trustee with whom the Association has entered into an Insurance Trust Agreement of any successor to such trustee for the use and benefit of the Owners and who shall have the exclusive right to negotiate recovery for losses, as their interests may appear;
  - (ii) In no event shall any such insurance be brought into contribution with insurance purchased by individual Unit Owners or their Mortgagees;
  - (iii) The policy shall be primary, and the insurer waives (a) any right to claim by way of subrogation against the Association, the Board of Directors, the managing agent or the Unit Owners, and their respective agents, employees, invitees and, in the case of the Unit Owners, the members of their households; and (b) any defense based upon co-insurance or upon any invalidity arising from the acts of the insured;
  - (iv) Such policy shall not be canceled or suspended due to the act or omission of any Unit Owner (including any member of his or her household and his or her invitees, agents and employees) or of any member, officer or employee of the Board of Directors or the managing agent;
  - (v) Such policy may not be canceled (including cancellation, for nonpayment of premium) or modified in a manner that materially and adversely affects any first Mortgagee's interest without at least ten calendar (10) days' prior notice to the Board of Directors and the managing agent, and to all first Mortgagees and Unit Owners to whom certificates, subpolicies or endorsements have been issued;
  - (vi) The insurance of the Condominium will be endorsed to be primary, and any other insurance covering the same loss will be excess; and
  - (vii) The master policy shall contain a standard mortgagee clause, without contribution, in favor of each Mortgagee, its successors and assigns, to the extent of the portion of the coverage of the master policy allocated to such Unit, which shall provide that the loss, if any, thereunder shall be payable to such Mortgagee and the Unit Owner, as their interests may appear, subject, however, to the loss payment and adjustment provisions in favor of the Board of Directors and the Insurance Trustee set forth in Section 11 of the Declaration.
- (c) Each insurance policy must be written by an insurance carrier that has an acceptable rating from either the A.M. Best Company; Demotech, Inc.; or Standard and Poor's, Inc. These specific requirements are that the insurance company carry a IB/III or better general policyholder's rating or a 11611 or better financial performance index rating in Best's Insurance Reports, and "All or better general policyholder's rating and a financial size category of "VIII" or better in Bests Insurance Reports – International Edition, an "All or better rating in Demotech's First Rate/P&C Financial Stability Ratings, a "BBBq" qualified solvency ration or a "BBB" or better claims-

paying ability in Standard and Poor's Insurer Solvency Review, or a "AAisi" or better claims-paying ability rating in Standard and Poor's International Confidential Rating Service.

Section 2. PROPERTY AND LIABILITY INSURANCE:

- (a) **Property Insurance.** The Association shall obtain and maintain insurance for the Common Elements and the Limited Common Elements as defined in Section 6 of the Declaration of Condominium, covering the perils of fire, extended coverage, vandalism and malicious mischief on a repair and replacement cost basis for an amount not less than the full replacement value of the insured property. The Association shall be the named insured with Unit Owners and the Mortgagees of Units as additional insured. For purposes of this provision and for the Declaration, "Mortgagee" shall mean the holder of any recorded mortgage encumbering one or more Units or a land contract seller.
- (b) **Liability Insurance.** The Association shall maintain comprehensive general liability insurance against all claims commonly insured against and in such amounts as the Association shall deem suitable; provided, however, the minimum limits for bodily injury and property damage shall be \$1,000,000. The policies shall include standard coverage for the errors and omissions of the Association directors, including ex-officio board members, and officers. Such policies shall also contain severability on interest" endorsements which shall preclude the insurer from denying the claim of a Unit Owner because of negligence on the part of the Association or other Unit Owners.
- (c) **Fidelity Insurance.** The Association shall maintain fidelity coverage against dishonest acts by any Association member responsible for handling the funds and assets belonging to or administered by the Association and not under a management company. The Association shall be the named insured, and the insurance shall be in the amount of not less than one hundred percent (100%) of the annual amount of the funds and assets. If the Association is self-managed, the amount of fidelity coverage shall be equal to the sum of the amount budgeted for Common Operating Expenses and the budgeted and actual common reserves.
- (d) **Administration.** Any and all premiums associated with the insurance purchased by the Association shall be Common Operating 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, which carriers must meet the guidelines established by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation.
- (e) **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 at such Owner's expense. Unit Owners are encouraged to submit copies of the disclosure materials to their insurance carriers in order to ensure adequate property and liability coverages on their personal property, Units as defined in Section 1 of the Declaration, fixtures and improvements.
- (f) **Disbursement.** Insurance proceeds 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 the Association has determined not to rebuild, or a court has ordered partition of the Condominium property, or there is a surplus in insurance proceeds after the Common Elements have been completely repaired or restored.

## ARTICLE XIV

### ABATEMENT AND ENJOINING OF VIOLATIONS

The Association and all Unit Owners shall be governed and shall comply with the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes (1993-94) (the "Act"), the Declaration, these Bylaws, the Rules and Regulations, and condominium instruments as any of the same may be amended. A default by a Unit Owner shall entitle the Association or an aggrieved Unit Owner to maintain a right of action against the offending party.

The violation of any Rule of Regulation adopted by the Board of Directors, the breach of any Bylaws, or the breach of any provision of the Declaration, shall give the Board of Directors the right to levy fines and penalties.

## ARTICLE XV

### PAYMENT OF ASSESSMENTS

No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Association all then due but unpaid common charges assessed against his Unit and until he shall have satisfied all unpaid liens against such Unit, except permitted mortgages.

## ARTICLE XVI

### CONFLICTS

These Bylaws are set forth to comply with the requirements of the Act. In case there is any conflict between the provisions of these Bylaws, the Act, the Declaration, the Plat of the Articles, the following shall apply:

- (a) The provisions of the Act control over the provisions of the Declaration, the Plat, the Articles and the Bylaws;
- (b) The provisions of the Declaration control over the provisions of the Plat;
- (c) The provisions of the Declaration and the Plat control over the provisions of the Articles and the Bylaws; and
- (d) The provisions of the Articles control over the provisions of the Bylaws.

## ARTICLE XVII

### AMENDMENTS

These Bylaws may be amended by affirmative vote of at least sixty-seven percent (67%) of the Unit Owners entitled to vote at a regular or special meeting of the Unit Owners, except that consent of Mortgagees shall also be required to the extent provided in Article XVIII, Section 2, below.

ARTICLE XVIII  
MISCELLANEOUS

Section 1. NO MERGER: To the extent required by Title 38, Section 36.4360(3) series of the Code of Federal Regulations (or any successor or like provision), if at any time any Units are financed by the Veterans Administration, the Condominium regime may not be merged with a successor condominium regime without the prior written approval of the Secretary of Veterans Affairs of the Veterans' Administration.

Section 2. CONSENT OF FIRST MORTGAGEES:

- (a) Subject to the provisions of paragraphs (b) and (c) of this Section, in accordance with Section 42.3 (d) of the Sellers, and Servicers' Guide of the Federal Home Loan Mortgage Corporation in effect as of the date of recordation of the Declarations, except as provided by law in the case of condemnation or substantial loss to Units and/or the Common Elements and except if any more restrictive voting requirement as contained in the Act, in the Declaration or in these Bylaws, unless at least two-thirds of the Mortgagees (based upon one vote for each Mortgage owned) and two-thirds of Unit Owners other than the Declarant have given their prior written consent, the Association and Board of Directors shall not be entitled to:
  - (i) by act or omission, seek to abandon or terminate the Condominium regime;
  - (ii) change the pro rate interest or obligations of any Unit for the purpose of (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (2) determining the pro rata share of ownership of each Unit in the Common Elements;
  - (iii) partition or subdivide any Unit;
  - (iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause); or
  - (v) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such property.
  
- (b) Federal National Mortgage Association Compliance. Subject to the provisions of paragraphs (a) and (c) of this Section, in accordance with Section 601.03 of the Selling Guide of the Federal National Mortgage Association in effect as of the date of recordation of the Declaration, unless at least fifty-one percent (51%) (or such greater percentage of Mortgage holders as is required in the Declaration) of "Eligible Mortgagees" (as the term "Eligible Mortgagee" is defined below) have given their prior written consent, no amendment to the Declaration, these Bylaws or the Rules and Regulations shall be adopted that would affect any provision thereof relating to any of the following matters:
  - (i) voting rights;
  - (ii) increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), liens for assessments or priority of assessment liens'

- (iii) reductions in reserves for maintenance, repair and replacement of Common Elements
- (iv) responsibility for maintenance and repair of the Units and the Common Elements;
- (v) the reallocation of percentage interests of Common Elements or Limited Common Elements, or rights related to the use of the Common Elements;
- (vi) redefinition of any Unit boundaries;
- (vii) the convertibility of any Unit into Common Elements or any Common Elements into a Unit;
- (viii) any expansion (other than that contemplated in Article V of the Declaration) or contraction of the Condominium, or any addition, annexation or withdrawal of any property to or from the Condominium;
- (ix) hazard or fidelity insurance requirements; imposition of any restrictions on the leasing of Units;
- (x) the imposition of any restrictions on the right of any Unit Owner to sell or transfer his or her Unit;
- (xi) a decision by the Association, if it consists of fifty (50) or more Units to establish self-management if professional management had been required previously by the Bylaws or by and Eligible Mortgagee;
- (xii) the restoration or repair of all or any part of the Condominium (after a hazard damage or partial condemnation) in a manner other than the manner set forth in these Bylaws and the Declaration;
- (xiii) any action to terminate the Condominium regime after an occurrence of substantial destruction or condemnation of the Condominium; or
- (xiv) any provision of the Declaration, these Bylaws of the Rules and Regulations which expressly benefit Mortgagees, insurers or guarantors.

In addition, the Condominium regime shall not be terminated for any reason other than an occurrence of substantial destruction or condemnation of the Condominium, and no action in furtherance of such termination shall be taken or considered by Unit owners, unless Eligible Mortgagees representing at least sixty-seven percent (67%) of the votes of the Units subject to Mortgages have given their prior written consent. As used in paragraph (b) above, the term "Eligible Mortgagee" means any Mortgagee requesting the Association to notify such Mortgagee of any proposed action under the provisions of Section 601.02 of the Selling Guide of the Federal national Mortgage Association, as amended from time to time, requiring the written consent of a specified percentage of eligible mortgage holders.

Approval of any Eligible Mortgagee shall be assumed if such Eligible Mortgagee fails to submit a response to any written proposal for an amendment within thirty calendar (30) days after it receives proper notice of the proposal provided the notice was delivered by certified or registered mail, with a return receipt requested.

- (c) Application and Effect. The provisions of this Article XVIII shall supersede any inconsistent provisions or provisions of the Declaration, these Bylaws or the Rules and Regulations other than the amendment provisions of the second paragraph of Article XVII of these Bylaws.

ARTICLE XIX

FISCAL YEAR

The fiscal year of the Association shall be the annual period beginning January 1 and ending December 31.

ARTICLE XX

CORPORATE SEAL

The Association shall not have a corporate seal.

ARTICLE XXI

CONSTRUCTION

Any matter not specifically set forth herein or in the Declaration shall be governed by Wisconsin Statutes Chapter 703 "Condominium Ownership Act."

ARTICLE XXII

NUMBER AND GENDER

Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

# *the* CONSERVANCY CONDOMINIUMS

## RULES and REGULATIONS of Middleton Conservancy Condominium Association, Inc. Effective June 27, 2022

The following Rules and Regulations are adopted by Middleton Conservancy Condominium Association, Inc. (hereafter the “Association”) for the purpose to assure that the Association is operated in an efficient and orderly manner to create a pleasant living environment for all owners. Owners are responsible for adherence to these Rules and Regulations and provisions in the condo documents. This includes responsibility for the actions or inaction of residents who live in the unit, those leasing a unit, invitees, any contractors, or service provider, and those allowed on the property by the owners and residents.

All terms refer to those definitions contained in the Declaration and Bylaws of the Association. All Unit Owners (hereafter the “Owners or Owner”), residents and invitees shall have an affirmative duty to maintain the Property in a neat and orderly condition and shall abide by the condominium documents including the following Rules and Regulations which may be amended by the Board of Directors of the Association (the “Board”):

**A. Obstructions:** The Common Elements shall not be obstructed or encumbered at any time. Personal property, such as bicycles, tools, and toys not in use, shall be stored in garages or units. This prohibition shall not apply to well-maintained lawn furniture.

**B. Damage to Common Elements or Limited Common Elements:** All damage to Common Elements or Limited Common Elements caused by the moving or carrying of articles thereon or caused by any other action shall be the responsibility of, and shall be paid by, the Owner including damage to landscaping or sod caused by movers. The Owner may want to recover costs from the vendor, contractor or person causing the damage. No use shall interfere with the operation or maintenance of the Common Elements or Limited Common Elements unreasonably interfere with other’s permitted use.

**C. Storm Water Drainage System:** The City of Middleton has a number of ordinances relating to storm water runoff controls. There are several storm water grates within Conservancy Lane to manage water runoff from rainwater and snow melt. Dumping of materials, for instance

Approved by Association Membership, November 2001  
Amended by Board of Directors, August 2002  
Amended by Board of Directors, June 2004  
Amended by Board of Directors, March 2006  
Amended by Board of Directors, March 2022

but not limited to, waste from remodeling, contractor discarded materials, solvents, chemicals, painting materials, wastewater or any other contaminants or pollutants must not be disposed of through the storm water system which drains into the Pheasant Branch Creek and leads to contamination of the ground water. Owners are responsible to inform persons of this requirement and City ordinance. Should an incident occur, the owner is responsible for cleanup or ensuring that the entity responsible cleans it up. According to the bylaws and these Rules and Regulations, the owner is held responsible for any damage or misuse to the Common Elements and any fines that may result and cost of restoration. (Also see the Bylaws, Article XII, Section 4)

**D. Noise:** Owners and residents shall exercise extreme care in using musical instruments, radios, television, and amplifiers, and other sound-making devices, in their general conduct, to avoid disturbing others at any time. No Owner or resident shall make or permit any disturbing noises in their Unit that will interfere with the rights, comfort, or peaceful possession of the Property by other Owners or residents.

**E. Attics:** Storage of personal property and any other ongoing use of the attics are prohibited.

**F. Keys and Locks:** There is NO master key for the units. Owners are responsible for providing the smoke/temperature system monitoring company and the property management company with a current list of persons with contact information who have keys to the Unit, the security code if appropriate, and are available on short notice if emergency personnel or responsible parties must enter a Unit in the Owner's or resident's absence. Owners must deposit a Unit key labeled with the Unit address with the property management company. A Unit would be accessed only under the following conditions and procedures:

1. Forced access to a Unit will only occur when danger to the Unit or its occupants is obvious to an external observer, an alarm has been sounded, or emergency personnel have been notified by a silent alarm. There may be forced access without a key. In such a circumstance the Owner is responsible for any damage caused by the forced access.
2. Where there needs to be emergency inspection of a Common Element or Limited Common Element which is accessible only within the Unit. In the event of an entry, at least one Board member must be present to observe the inspection and ensure that the Unit is secured afterwards.

**G. Storage:** The Association shall not be liable for any loss or damage to property placed in any Unit or on the Common Elements or Limited Common Elements.

**H. Water:** An Owner, resident, invitee, or service provider shall not leave water running any unnecessary length of time in a Unit or on the Common Elements or on the Limited Common Elements.

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Amended by Board of Directors, August 2002  
Amended by Board of Directors, June 2004  
Amended by Board of Directors, March 2006  
Amended by Board of Directors, March 2022



**I. Heating/Electrical Facilities:** No person shall interfere with or attempt to change in any manner any portion of any gas appliance of their Unit which would increase the amount of BTU's used currently without prior request and approval of the Board. In addition, no changes shall be made to the gas service in any Unit that may affect the gas service in any other Unit or on the Common Elements, without prior request to and approval of the Board. No changes shall be made to any electrical service, in any Unit that may affect the electrical service in any other Unit or on the Common Elements, without prior request to and approval of the Board.

**J. Electrical Vehicle:** (EV) or electric hybrid vehicle (EHV) charging stations will be in garages and are prohibited on the Common Elements and Limited Common Elements. They must be installed by a licensed electrician and consult with the local power utility before installation.

**K. Recycling/Garbage/Garden Waste:** The Property shall always be kept in a clean and sanitary condition. Rubbish, refuse, or garbage shall not be allowed to accumulate, nor shall any fire hazard be allowed to exist. Garbage receptacles and recycling receptacles shall always be stored indoors except when set out for collection. Garbage receptacles and recycling receptacles should be placed at the curb no sooner than the day before collection and removed before the end of the day of collection. Garden waste should be bagged in plastic or paper bags with the tops left open for removal by the landscaping company. Bags should be left at the curb, and not in the gutter, in front of the unit no earlier than the day before pickup. Collection bags should be stored out of sight of Conservancy Lane before putting them at the curb for pickup.

**L. Electrical Appliances and Equipment:** All radio, television, smart technology, or other electrical equipment of any kind installed or used in any Unit shall fully comply with all the rules, regulations, requirements and recommendations of the Board of Fire Underwriters and other public authorities having jurisdiction.

**M. Installation of Equipment:** Unless the Association gives advance written consent in each instance, no person shall install or operate in the Units any machinery, refrigerating or heating device or air conditioning apparatus, except for common household appliances or power tools.

**N. Pets:** Two (2) domestic cats, or one (1) dog, or one (1) domestic cat and one (1) dog, shall be allowed per Unit. For purposes of this provision, each domestic cat or dog shall weigh no more than forty (40) pounds when fully grown. The Board may, in its sole discretion, allow a heavier pet in a Unit if a prospective Owner requested and obtained an approval for an exemption prior to purchase. No pet may be replaced with a pet exceeding the forty (40) pound limit. Domesticated birds and other small domestic pets weighing no more than one (1) pound each when fully grown shall be allowed in a Unit, except that no more than six (6) pets weighing no more than one (1) pound each when fully grown shall be kept in any Unit.

Approved by Association Membership, November 2001  
Amended by Board of Directors, August 2002  
Amended by Board of Directors, June 2004  
Amended by Board of Directors, March 2006  
Amended by Board of Directors, March 2022

1. Owners, residents and invitees who have pets or bring visiting pets onto the property shall abide by all applicable laws, ordinances, including these Rules and Regulations and shall be responsible for personal injuries or property damage caused by their pets. Owners, residents, and invitees shall be responsible to defend, indemnify and hold harmless the Association, the Board, the Association's agents and employees, and owners and occupants of the various Units against loss, costs (including, but not limited to, attorneys' fees), claims or liability of any nature arising from or resulting out of any act of their pet(s). Animals with a bite or liability loss history are not permitted to reside on or visit the property.
2. Dog breeds known to exhibit vicious tendencies – including but not limited to, American Stafford Terrier (pit bull), Fila, Rottweiler, wolf hybrids, mixed breed dogs combined with or linked to the previously named breeds and dogs trained as guard or attack dogs – are not permitted to reside on the property or visit the property.
3. Pets must be housed inside their respective Owners' or residents Units.
4. Pets are not allowed to have free run of the Common Elements or the Limited Common Elements. When a pet is outside its Owner's or resident's Unit, it must be accompanied by its Owner, resident or designee who must be able to control the pet. The pet shall be kept on a leash at all times. Pets should be kept out of garden beds.
5. All areas of the Property shall be kept free of pet wastes. Owners and residents are responsible for proper and prompt disposal of pet wastes. Any receptacles to collect waste must be placed out of public view.
6. Pets shall not be chained or leashed to decks, patios, porches, balconies, trees, or shrubs or staked on any of the Common Elements or Limited Common Elements.
7. No Owner or resident of any Unit or their invitees shall permit, keep, or harbor in the Unit any animals except as noted above.
8. Common household pets, shall not be kept for breeding or other commercial purpose in any Unit.
9. All pets must be properly licensed and necessary shots kept up to date.
10. Notwithstanding anything to the contrary provided herein, a hearing by the Board shall be held within fourteen (14) calendar days of request with respect to any pet that threatens or attacks another person or pet or that creates a nuisance or unreasonable disturbance including excess barking. The Board may require removal of the pet from the Property at the expense of its owner, resident, or invitee after said hearing and issuance of a written order from the Board.

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Amended by Board of Directors, August 2002  
Amended by Board of Directors, June 2004  
Amended by Board of Directors, March 2006  
Amended by Board of Directors, March 2022

**O. Signs, Decorations, etc.:** No signs of any type, including “For Sale” signs either by the Owner or realtor, shall be displayed to public view on any Unit or any of the Common Elements or Limited Common Elements without the prior written consent of the Board except as follows:

1. Signs for garage sales (location or directional) shall be limited to two (2) signs, not in excess of four (4) square feet and may be posted only during the hours of the sale.
2. Signs for an open house shall be limited to two (2) signs, not in excess of four (4) square feet each and may be posted only during the hours of the open house.
3. Signs advertising a vehicle, other property, or services for sale are prohibited.
4. Political signs shall be allowed on the Property for a period commencing two (2) weeks before the applicable election and terminating one (1) week following such election.
5. Lighting, decorative neon, or lighted signs such as those containing logos of beer or other alcohol are prohibited in all circumstances except as provided in section O. External Appearance, 11 and 12 (holiday decorations).

**P. Vehicle Parking and Operation:**

1. Streets, driveways, and parking spaces on the Property are provided for the use of conventional passenger vehicles only. Such vehicles shall be maintained to avoid creating a nuisance by noise, exhaust emissions, or poor visual condition or appearance.
2. All motor vehicles except those required for property maintenance shall be driven only on paved streets and driveways.
3. Two (2) motor vehicles shall be allowed per Unit and must be parked inside the garage. An additional vehicle may be allowed on a temporary basis upon prior written consent of the Board. Owners may request permission from the Board to park a third vehicle in the driveway for a limited period of time. (See 3<sup>rd</sup> Car Variance in Policies and Procedures)
4. Temporary parking of motorcycles and motor scooters is allowed in the driveway of the Unit. When not in use they must be parked inside the garage.
5. Designated parking spaces on Conservancy Lane are for visitors and are not to be used by Owners or residents for extended parking or for a third vehicle parking. Owners or residents may park in visitor parking areas on a short-term basis only while service vehicles are using the garage or garage apron at their Unit.

Approved by Association Membership, November 2001

Amended by Board of Directors, August 2002

Amended by Board of Directors, June 2004

Amended by Board of Directors, March 2006

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6. Owners and residents shall park their vehicles in their driveway apron running immediately behind their respective garage. When not in use, vehicles must be parked inside the garage. If a driveway is shared with another Owner, one Owner will never block, or permit others to block the driveway apron or parking to another Unit's garage. No vehicle shall be parked in any driveway if the vehicle would encroach upon the private roadways which are a part of the Common Elements.
7. Owners and residents shall not park, nor shall they permit others to park, in the parking areas of other Units in a manner that prevents ready access to the parking areas of other Units.
8. No inoperable vehicles shall be parked outside of a garage. However, if a vehicle becomes inoperable while located on the Common Elements or Limited Common Elements, the owner of the vehicle shall be given forty-eight (48) hours to remove such vehicle. Following that, the Association may arrange for removal of the vehicle from the Property at the expense of the owner.
9. Major repair or body work on vehicles in driveways or on any of the Common Elements or Limited Common Elements is prohibited. Any other type of vehicle maintenance must be conducted in the respective Owner's or resident's garage or driveway apron. Vehicles leaking oil or other fluid shall be repaired and cleaned up promptly to avoid unsightly conditions.
10. Owners and residents shall discourage others from parking in front of mailboxes until after delivery occurs. Parking in front of fire hydrants or in fire lanes is prohibited.
11. Parking of vehicles on lawns is prohibited.
12. All bicycles shall be parked and stored in the respective Owner's or resident's garage.
13. Parking of service vehicles owned or operated by Owners and residents shall be prohibited unless such vehicles are kept in the garages provided. Storage of boats, trailers of any kind, motorcycles and motor scooters, mobile homes, campers, trucks, buses and recreational vehicles and similar vehicles, shall be prohibited unless such vehicles are kept in the garages provided. Temporary parking of such vehicles for the purposes of loading or unloading is allowed for a period of up to six (6) hours. Temporary waiver of these prohibitions may be requested from the Board, which waiver or denial thereof shall be in its sole discretion.
14. No vehicle horns shall be sounded on the Property except as may be necessary for safe operation of the vehicle.

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Amended by Board of Directors, March 2006  
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15. In addition to its other rights and remedies, the Association reserves the right to obtain removal of any vehicles parked in an unauthorized place or manner at the expense of the respective Owner or resident.

16. Garage doors are to be kept closed at all times except when the Owner or resident is working outside in the immediate vicinity of their Unit.

17. To allow sufficient room for emergency vehicles, vehicles should not park on Conservancy Lane directly opposite from another vehicle.

18. To allow sufficient room for emergency vehicles, vehicles shall not be parked on the north or south entrances from Pheasant Branch Road leading into Conservancy Lane or at the bottom of the hills of these entrances.

19. The speed limit on Conservancy Lane is 15 MPH. Since there are no sidewalks on Conservancy Lane, care should be taken as pedestrians may be present.

**Q. External Appearance:**

1. No use of the Condominium may alter the design of any building or affect its exterior appearance without the prior written approval of the Board or its designee, the Architectural Review and Maintenance Committee (ARMC). The Association seeks to protect its architectural standards and maintain its buildings in a manner consistent with several broad goals:

- a. To preserve the prairie-style design which integrates with the conservancy setting.
- b. To provide a uniform appearance that will enhance property values.
- c. To maintain the Common and the Limited Common Elements in a manner that maximizes safety and minimizes liability to the Association.
- d. To maintain the Common and the Limited Common Elements in a manner that sustains property values.

2. Architectural Modifications - As defined in the Declaration, the Common and Limited Common Elements incorporate all Unit/building exteriors, including roofs, siding, trim, doors, windows, decks, and porches. Any changes to the unit/building exterior must be approved by the Board of Directors at the recommendation of the ARMC. Owners desiring to make changes must submit the request in writing (letter or email) to the chairperson of the ARMC. The request will be considered by the ARMC, with a recommendation made to the Board of Directors.

3. Window coverings facing the exterior in each Unit must be white or off white and Always maintained in proper condition and repair.

4. The hanging of garments, plastic, foil, rugs, or other articles (other than appropriate

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window coverings) from the windows, facades, porches, balconies, gutters, on the Property is prohibited.

5. Any enclosure or screening facing or in view of Conservancy Lane is prohibited.

6. Owners and residents shall have exclusive rights to use the decks, patios, porches, balconies, and stoops of their Units (Limited Common Elements), including the placement of customary, well-maintained patio/deck furniture, a reasonable number of potted plants or decorative items such as sculpture or fountains. (Also see U. Elimination of Fire Hazards) Owners shall always keep all outdoor areas clean and neat. Placement of outdoor elements on the Common Elements and Limited Common Elements must not impede the maintenance of the lawn and/or snow removal. Alterations, changes or additions and permanent affixing of items to the exterior of any building are forbidden without specific prior written approval by the Board. No person shall alter, impair, or remove any item from the Common Elements which does not belong to them without prior written consent of the Board.

7. Portable barbecue grills such as propane, electric, or “Weber” type covered charcoal grills used for cooking are permitted. Charcoal grills without covers are not permitted. Grills, when in use, must be away from the siding and in a position that does not constitute a fire hazard. Grills must be stored out of sight of Conservancy Lane when not in use such as on back patios or decks or inside the garage.

8. Fire pits, fire bowls and similar outdoor devices no matter how fueled, are prohibited from the Common Elements and Limited Common Elements.

9. No fences or clotheslines shall be allowed on the Property.

10. Any addition to the Common Elements or Limited Common Elements, such as awnings, antennae, radio, air conditioning units, wiring for electrical or telephone installation, or other similar protrusions or fixtures must have prior written consent of the Board. Those items installed as part of the original construction on the Property or as replacement for an existing item (e.g., air conditioning unit replacement) are exempt from this provision. This provision does not apply to the flags of the United States of America or the State of Wisconsin, of which one (1) per Unit is allowed.

11. December holiday season decorations and lights may be placed temporarily on Units and Limited Common Elements for a period from Thanksgiving Day and through January 10. The Board retains the right to require removal or modification of decorations that are found to be excessive, inappropriate, or a nuisance to the Owners or Residents of other Units (such as, but not limited to, blinking or strobing lights, inflatables). Outdoor holiday lighting shall be turned off before 11:00 PM.

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12. All other holiday decorations and lights may be placed temporarily on Units and Limited Common Elements for a period from one (1) week before to one (1) week after the Holiday. The other provisions in 11 above apply.

13. Owners and residents must use the mailboxes provided by the Association. No installation of separate mail, newspaper or circular boxes of any kind shall be allowed on the Property.

14. No additional building, tent or structure of any kind shall be placed, erected, kept or maintained on the Property.

15. Hot tubs are not permitted on the Common Elements or Limited Common Elements.

16. Plans for supplemental outdoor lighting must be submitted to and approved by the Board in writing, prior to installation. No supplemental outdoor lighting is permitted on the backs of Units (east side for ranches and west side for townhouses and townhouse/ranches). Supplemental outdoor lighting shall be turned off by 11:00 PM.

### **R. Landscaping:**

One of the reasons the Middleton Conservancy Condominiums are such a desirable place to live is that our Middleton Conservancy Condominium Association Landscaping Rules and Regulations are written with latitude for individual Owners to express their planting aesthetic. So even though Owners have several choices in what they plant, the Landscaping Rules and Regulations set enforceable limits. The Rules and Regulations are what help Owners keep our setting lovely and in harmony with the Pheasant Branch Conservancy.

#### **A. Owner Landscape Choices**

1. Owners may choose their flowers, shrubs, and grasses (annual or perennial) only in areas directly abutting their respective units and/or entrances/walkways. To add shrubs, Owner's need Landscaping Committee approval.

2. Additional landscape choices: Owners may desire to add a bed, shrub, or tree beyond the beds adjacent to the unit. To help the Landscaping Committee understand an Owner's vision and to help Owners clarify what they intend to plant, a written request is required. Owners must request in writing the desired changes to any areas beyond those contained in planted beds abutting their unit.

a) Landscape Request Procedure: The written request and a map of desired plantings submitted reasonably ahead of the proposed changes

(1) Name the plants to be included.

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- (2) Draw a map indicating the location of the new plants/beds. This can be a pencil sketch; it need not be professionally drawn.
- (3) Any impact on maintenance costs, such as mowing and snow plowing, and erosion abatement should be identified.
- (4) The Landscaping Committee may: 1) approve the project; 2) approve the project with required changes; or 3) deny the project.
  - (a) An Owner dissatisfied with the Landscaping Committee decision may submit a written appeal to the President of the Board within fourteen calendar days after receiving the Landscaping Committee decision.

**AFTER APPROVAL AND BEFORE WORK BEGINS, REMEMBER THAT THE OWNER OR PERSON INSTALLING MUST CALL DIGGERS HOTLINE**

<https://www.diggershotline.com/homeowners>

3. Vines are often a desired addition to the landscape. The very nature of a vine or climbing plant, is to form attachments to vertical surfaces. The attachment of some vines leaves dark marks on the vinyl siding and stonework. Removing these marks is difficult and expensive and would be at the expense of the Owner.

a) Vines on any outside structure, including mailboxes are prohibited. The Landscaping Committee will determine the risk to jointly held property and help Owners to find non-problematic ways to enjoy vines and protect Common Elements and Limited Common Elements of the property. Check with the Landscaping Committee if you are unsure about a vine.

- (1) Examples of unacceptable vines:
  - (a) Trumpet Vine
  - (b) Boston or English Ivy
  - (c) Virginia creeper
  - (d) Wild Grape
  - (e) Any vine that clings to surfaces

- (2) Example of acceptable vines:
  - a) Clematis on a trellis

4. Keyholes: “Keyholes” are the landscaped beds between driveways in many units. Because they are original in the landscape design of the Conservancy Condominiums, thus, the keyholes are both a landscape design and a planting design.

- a) Landscape changes to keyhole portions of driveways need Landscaping Committee consideration and approval. Owners may choose the plants to grow in



the keyholes. However, major changes to a keyhole requires permission. Shrubs can only be removed with permission of the Landscaping Committee.

- b) Under no circumstances are new trees to be planted in driveway keyhole beds. Existing trees in driveway keyhole beds will be allowed to remain in place provided they remain healthy and provided their root systems and widening trunk do not threaten to disrupt the adjacent driveways.
- c) Should it become necessary to order a tree removed from a keyhole bed, the Association will provide an acceptable replacement of plantings chosen in consultation with the Owners of the Units adjacent to that bed.

## B. Owner Landscape Responsibilities

1. Comply with the Association Rules and Regulations, Policies and Procedures, By-laws, and Declarations. Violation of the any of these documents may cause the levying of fines as determined by the Board of Directors,

- a) Make no changes that jeopardize the soundness or safety of the property or reduce the value.
  - b) Owners are responsible for maintaining plantings around their units.
  - c) Plants can be replaced when they die or become unsightly.
- (1) The Middleton Conservancy Condominium Association can authorize replacement of shrubs and trees at its discretion.
  - (2) The Owner is responsible for replacing lawns, shrubs, trees, and bushes that die from owner's neglect, especially from lack of water. (Reminder: Owners are responsible to water grass, perennial plants, shrubs, and trees around their units).
  - (3) The Association retains authority to order removal of plantings or other features that, the Board of Directors judge to be offensive, inappropriate, or in violation of the By Laws, the Rules and Regulations, Policies and Procedures or Declaration.

## 2. Watering and Weeding

- a) Watering: Owners are responsible for watering the lawn and plantings around their Unit.
  - (1) Because there is no irrigation system, Owners are responsible for watering the lawn, plants, shrubs, and trees contiguous to their unit. If Owners are out of town or

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otherwise cannot water consistently, they should arrange for someone to attend to watering.

(a) It is rare that Owners neglect to water lawns, plantings, shrubs, and trees.

However, if the watering is neglected, the Owner is responsible for all costs of replacement of any damaged landscape elements (i.e., lawns, perennials, shrubs, trees).

**(b) When the Owner does not water, the Owner pays for preventative watering.** The Landscaping Committee in consultation with a landscape company will determine if there is a need to contract for watering as a preventive measure. Should the damage be irreparable, the lawn may be replaced with sod, mulch, stone, or native species vegetation or some combination. The Landscaping Committee will hire a contractor and supervise the work. The Owner pays for all costs of the materials and work.

(c). Weeding: Owners are responsible to weed around their Unit. Weeding is accomplished two ways:

1. Weed yourself. Owners may arrange with neighbors to help each other with weeding or weed in one Owner's absence.
2. Pay to have the grounds adjacent to your Unit weeded by an outside vendor.

3. Garden waste: (Also see I. Recycling, Garbage and Garden Waste) should be bagged in plastic or paper bags with the tops left open for removal by the landscaping company. Bags should be left at the curb in front of the unit no earlier than the day before pickup. Collection bags should be stored out of sight of Conservancy Lane before putting them at the curb the day before scheduled pick up.

4. Edging and walls: No edging of beds is required. However, if an Owner desires edging, natural stone (e.g., cobblestone, river rock) is required for all garden walls. For other decorative accents in a garden, natural stone is encouraged.

5. Tree Removal. Trees may not be removed, changed, or added by an Owner without written permission from the Landscaping Committee.

6. Shrubs: Shrubs may not be removed, changed, or added without written permission from the Landscaping Committee.

(a) definition of shrub: For the purposes of this document, a shrub is considered less than eight (8) feet tall. This includes smaller evergreen bushes.

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- (b) When approved changes are made by the Owner, the Landscaping Committee should receive a diagram of the area so that the committee can track changes to the shrub inventory.

7. Removal of buckthorn or honeysuckle: Owners may remove small buckthorn or honeysuckle bushes near their condominium WITHOUT Landscaping Committee permission. The stump should be cut to ground level and remaining root should be treated with triclopyr.

- (1) The removal of buckthorn or honeysuckle is contained roughly to the width of Owners Unit. It is advised to consult with neighbors on either side of unit to avoid misunderstandings.

8. Plantings by Owners: Outside of the area adjacent to their Unit should be maintained by the Owner. Should a new Owner not wish to maintain these landscaped areas, they should discuss with Landscaping Committee to arrive at mutual agreeable plan for returning area to a more “natural state.”

9. Use of chainsaws on Association property is strongly discouraged due to safety and liability issues. Any use of chainsaws or similar tools is at the Owners, residents or invitees’ own risk and liability.

10. Restoration to Lawn: When Owners or residents have added approved landscaped areas to the Common Element around their Unit, they have agreed to be responsible for the continued maintenance and upkeep of those areas. Should a new Owner not wish to maintain these additional landscaped areas, they should discuss it with the Landscaping Committee to arrive a mutually agreeable plan.

Also refer to Policies and Procedures in the Owner Handbook for further information on landscaping.

**S. Smoke and Temperature Monitoring:** Owners and residents must maintain Unit thermostat and Unit heat at a level no lower than fifty-five (55) degrees nor greater than eighty-eight (88) degrees Fahrenheit. Owners and residents shall ensure that the temperature detection and the smoke detection systems are in operation and linked to a professional monitoring service contracted by the Association. By City of Middleton ordinance, Owners are required to have a city license for monitoring. Each Owner is responsible to apply for and to pay the annual fee to the City.

**T. Elimination of Fire Hazards:** The use of open flame devices – including, but not limited to, tiki or patio torches, turkey fryers or deep fryers, outdoor firepits or fireplaces, and chimineas – is not permitted within the boundaries of the condominium property. The exclusion does not apply to propane, electric, or “Weber” type covered charcoal grills used for cooking. Grills,

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when in use, must be away from the siding and in a position that does not constitute a fire hazard. They should be stored out of sight of Conservancy Lane.

Liquid propane (“LP”) gas burners having a container with a water capacity greater than 2 ½ lb. (1 kg.) [nominal 1 lb. (0.5 kg.)] shall not be located on decks above the first floor that are attached to the triplexes.

In accordance with state and local laws and regulations, the use of fireworks is prohibited within the boundaries of the Condominium.

#### **U. Compliance and Enforcement of Rules and Regulations, By-Laws, Policies and Procedures, Restated Declaration and Other Association Documents**

1. Each Owner and resident is responsible for full compliance with the Rules and Regulations and assure compliance by others that the Owner or resident allows on the Property. The property management company of the Association shall provide routine enforcement to ensure that the Policies and Procedures and Rules and Regulations established by the Board, in addition to the Restated Declaration and Bylaws as provided in those documents, and/or applicable laws are followed.

2. Complaints regarding an infraction of the Rules and Regulations, Policies and Procedures, Restated Declaration or the Bylaws will be handled by the Board. Each Owner and resident shall make a special effort to foster good relations among Owners and residents. In the event of a violation, the Owner or resident shall file a written complaint with the Board or with the City of Middleton, as appropriate. The Board shall decide if the complaint is, in fact, a violation of the Rules and Regulations, Policies and Procedures, Restate Declaration or the Bylaws.

Fines or charges shall be within limits prescribed by the Board in writing and shall be communicated to all Owners or residents prior to being effective. Prior to the imposition of any fine or charge, notice and an opportunity to be heard shall be afforded by the party alleged to have violated the Rules or Regulations, Policies and Procedures, or provision of the Restated Declaration or Bylaws. The Association and other persons may have additional rights or remedies for violation of the provisions of the Associations documents as provided in those documents and/or applicable laws, in addition to the fines or charges referred to in this paragraph. Each Owner and resident is encouraged to create a friendly and pleasant atmosphere by attempting to work out any trivial problems before issuing a complaint.

3. The Middleton Police Department shall be called for claimed violations of the municipal and county ordinances and state statutes.

4. The invalidity or unenforceability of any of the provisions of the Association documents shall not affect or impair the validity of any other of the provisions of the Associations documents.

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5. The laws of the State of Wisconsin shall govern the validity, performance and enforcement of the Rules and Regulations and other Association documents.

6. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. The use of term Owner shall include all owners.

7. Additional restrictions are contained in the Association's Restated Declaration and Bylaws, and those documents should be referred to for additional provisions, including the Owner's and resident's responsibilities with respect to such equipment in their respective Unit. If there are any questions regarding responsibility for the purpose of making repairs or replacements to any of equipment and/or appliances, such questions shall be directed to the Board.

8. The Board may modify, amend or revoke one or more of these Rules and Regulations. Copies of changes to these Rules and Regulations shall be mailed, sent electronically or otherwise sent or delivered to each current Unit owner whose name, address, and email address has been submitted to the Association Secretary at the time such Rules and Regulations become effective. Unit Owners are responsible to ensure that others in their household and invitees are informed and abide by all provisions of the Association documents.

Any questions regarding the Rules and Regulations should be directed to the Property Management company or any Board member.

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DOCUMENT #  
4222276

08/07/2006 01:47PM

Trans. Fees  
Exempt #:

Rec. Fees: 17.00  
Pages: 4

**GRANT OF EASEMENT FOR PUBLIC WALKWAY**

Document Number

This Easement is created and made by the Middleton Conservancy Condominium Association, Inc. and Middleton Conservancy, LLC, herein called Grantors, for the benefit of the City of Middleton, Dane County, Wisconsin, Grantee.

001062

Record this document with the Register of Deeds

Name and Return Address:  
Attorney Matthew J. Fleming  
Murphy Desmond S.C.  
P.O. Box 2038  
Madison, WI 53701-2038

(Parcel Identification Number)  
See Ex. A attached.

Grant of Easement: Grantors do hereby create, establish, dedicate and grant a permanent and perpetual fifteen (15) foot wide public walkway easement centered on an existing footpath which easement shall connect with the existing public walkway easement shown on Certified Survey Map 8693, recorded in Vol. 48 of Certified Survey Maps, Page 52, as Document No. 2887675 to create a continuous easement, northeasterly along the top of the existing berms and across the existing bridge structures, through the length of the property to connect with the existing Pheasant Branch Conservancy Trail.

Said easement is within lands of the Middleton Conservancy Condominium Plat, which includes all of Lot 1, and Lot 2, Certified Survey Map No. 8693, which is located in a part of the East 1/2 of the Southwest 1/4 of Section 1, T7N, R8E, City of Middleton, Dane County, Wisconsin. A DRAWING OF THE EASEMENT IS ATTACHED AND INCORPORATED HEREIN as Exhibit B labeled "A Public Walkway Easement Along Berm."

Said easement centerline is generally described as follows:

Commencing at the South 1/4 corner of said Section 1; thence N 0 degrees 10' 38" W, 2082.24 feet to the point of beginning at the centerline of an existing footpath; thence S 41 degrees 25' W, 15.67 feet; thence S 4 degrees 39' W, 36.23 feet; thence along a curve to the right of radius 290 feet and long chord of S 24 degrees 39' W, 198.37 feet; thence S 44 degrees 39' W, 167.30 feet; thence S 28 degrees 39' W, 151.95 feet; thence S 4 degrees 01' E, 92.97 feet; thence S 55 degrees 11' W, 69.19 feet; thence along a curve to the left of radius 207 feet and long chord of S 38 degrees 24' W, 119.54 feet; thence S 21 degrees 37' W, 120 feet, more or less, to the existing public walkway easement as shown on Certified Survey Map 8693 and the point of termination of this easement.

Construction and Maintenance: Developer, Middleton Conservancy, LLC, has constructed the footpath and bridge structures pursuant to the terms of the Amendment to June 24, 1998 Agreement for Public Improvements, Middleton Conservancy Condominiums, The Conservancy Phase II, dated the 20th day of May, 2003. Upon acceptance of the improvements by the City, and expiration of the one year Warranty provided by Developer, the City of Middleton shall be responsible for the maintenance of the footpath, bridge structures and timber steps and accept all responsibilities and liabilities attendant with all public ways in the City of Middleton as long as the easement exists. This easement does not create for, or assign to, the City of Middleton any maintenance responsibilities or liability for the berm or other stormwater maintenance facilities which shall be subject to a separate stormwater maintenance

4/17

agreement between the City and Middleton Conservancy Condominium Association, Inc. The parties acknowledge and agree that under no circumstances except in cases of negligent or intentional damage shall the Middleton Conservancy Condominium Association, Inc. have any responsibility for the construction, maintenance, repair or replacement of any portion of the footpath, bridge structures, timber steps or any other portion of easement premises utilized as a footpath.

Dated this 31 day of July, 2006.

Middleton Conservancy Condominium Association, Inc.

Middleton Conservancy, LLC

By: Dawn K. Meyer  
President

By: William J. Holley  
Member

City of Middleton

By: Douglas C. Zwank  
Douglas C. Zwank, Mayor

By: Patricia A. Amble  
Patricia A. Amble, Clerk

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

Personally came before me this 31 day of July, 2006, the above-named Dawn K. Meyer, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Personally came before me this 31 day of July, 2006, the above-named William J. Holley, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Patricia Amble  
Name: Patricia Amble  
Notary Public, State of Wisconsin  
My Commission: 4/8/07

Patricia Amble  
Name: Patricia Amble  
Notary Public, State of Wisconsin  
My Commission: 4/8/07

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

Personally came before me this 31 day of July, 2006, the above-named Douglas C. Zwank, Mayor, and Patricia A. Amble, Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Lorie J. Dvorak  
Name: Lorie J. Dvorak  
Notary Public, State of Wisconsin  
My Commission: 3-25-07

This instrument drafted by:  
Attorney Matthew J. Fleming

001064

Tax Key Number	Street Address
0708-013-1491-0	3423 Conservancy Ln
0708-013-1493-8	3421 Conservancy Ln
0708-013-1495-6	3419 Conservancy Ln
0708-013-1497-4	3417 Conservancy Ln
0708-013-1499-2	3415 Conservancy Ln
0708-013-1501-7	3411 Conservancy Ln
0708-013-1503-5	3409 Conservancy Ln
0708-013-1505-3	3405 Conservancy Ln
0708-013-1507-1	3403 Conservancy Ln
0708-013-1509-9	3401 Conservancy Ln
0708-013-1511-5	3345 Conservancy Ln
0708-013-1513-3	3343 Conservancy Ln
0708-013-1515-1	3339 Conservancy Ln
0708-013-1517-9	3337 Conservancy Ln
0708-013-1519-7	3327 Conservancy Ln
0708-013-1521-3	3325 Conservancy Ln
0708-013-1523-1	3323 Conservancy Ln
0708-013-1525-9	3328 Conservancy Ln
0708-013-1527-7	3330 Conservancy Ln
0708-013-1529-5	3334 Conservancy Ln
0708-013-1531-1	3336 Conservancy Ln
0708-013-1533-9	3340 Conservancy Ln
0708-013-1535-7	3342 Conservancy Ln
0708-013-1537-5	3404 Conservancy Ln
0708-013-1539-3	3406 Conservancy Ln
0708-013-1541-9	3319 Conservancy Ln
0708-013-1543-7	3317 Conservancy Ln
0708-013-1545-5	3315 Conservancy Ln
0708-013-1547-3	3311 Conservancy Ln
0708-013-1549-1	3309 Conservancy Ln
0708-013-1551-7	3307 Conservancy Ln
0708-013-1553-5	3303 Conservancy Ln
0708-013-1555-3	3301 Conservancy Ln
0708-013-1557-1	3231 Conservancy Ln
0708-013-1559-9	3229 Conservancy Ln
0708-013-1561-5	3225 Conservancy Ln
0708-013-1563-3	3223 Conservancy Ln

Tax Key Number	Street Address
0708-013-1565-1	3221 Conservancy Ln
0708-013-1567-9	3217 Conservancy Ln
0708-013-1569-7	3215 Conservancy Ln
0708-013-1571-3	3211 Conservancy Ln
0708-013-1573-1	3209 Conservancy Ln
0708-013-1575-9	3207 Conservancy Ln
0708-013-1577-7	3203 Conservancy Ln
0708-013-1579-5	3201 Conservancy Ln
0708-013-1581-1	3200 Conservancy Ln
0708-013-1583-9	3202 Conservancy Ln
0708-013-1585-7	3216 Conservancy Ln
0708-013-1587-5	3218 Conservancy Ln
0708-013-1589-3	3222 Conservancy Ln
0708-013-1591-9	3224 Conservancy Ln
0708-013-1593-7	3228 Conservancy Ln
0708-013-1595-5	3230 Conservancy Ln
0708-013-1597-3	3300 Conservancy Ln
0708-013-1599-1	3302 Conservancy Ln
0708-013-1601-6	3310 Conservancy Ln
0708-013-1603-4	3312 Conservancy Ln
0708-013-1605-2	3316 Conservancy Ln
0708-013-1607-0	3318 Conservancy Ln
0708-013-1609-8	3322 Conservancy Ln
0708-013-1611-4	3324 Conservancy Lane

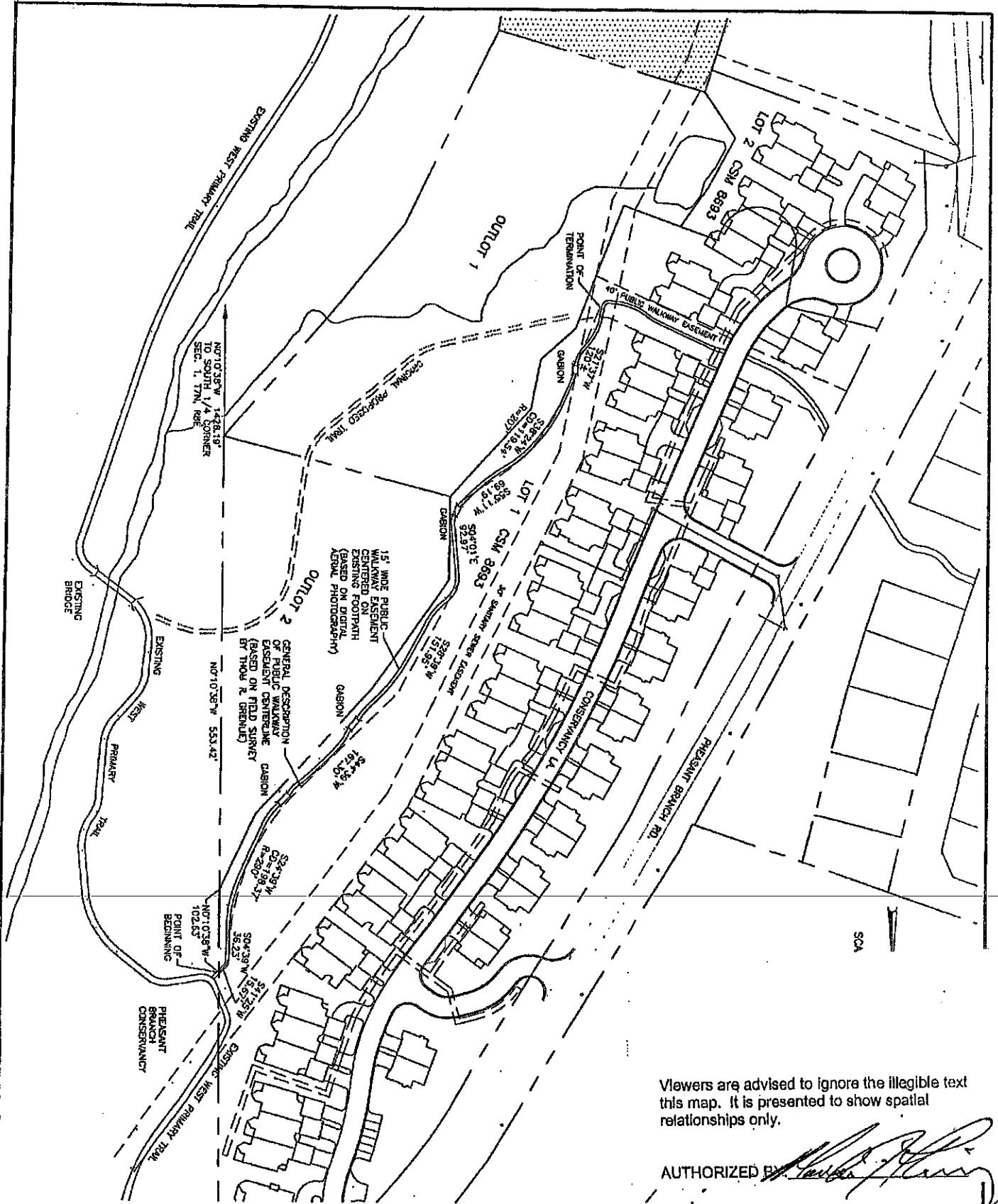
2006 Real Estate Property List

2006 Real Estate Property List

EXHIBIT

A





Viewers are advised to ignore the illegible text this map. It is presented to show spatial relationships only.

AUTHORIZED BY *[Signature]*

PROJECT NO. 00-113	SHEET	OF
1	1	1

**EXHIBIT B**  
**CONSERVANCY CONDOMINIUM ASSOCIATION**  
**PUBLIC WALKWAY EASEMENT ALONG BERM**  
 CITY OF MIDDLETON, WISCONSIN

**CITY OF MIDDLETON**  
 7426 Hubbard Avenue  
 Middleton, WI 53562  
 (608) 827-1070

NO.	DATE	REVISION	INITIAL

DOCUMENT #  
422275

08/07/2006 01:47PM

Trans. Fee:  
Exempt #:

Rec. Fee: 21.00  
Pages: 6

## STORM WATER MANAGEMENT SYSTEM MAINTENANCE AGREEMENT

THIS AGREEMENT ("Agreement"), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between MIDDLETON CONSERVANCY CONDOMINIUM ASSOCIATION, INC. (the "Owner"), and CITY OF MIDDLETON, a Wisconsin Municipal Corporation (the "City"), collectively, the "Parties".

### RECITALS

A. The Owner is an Association of Condominium Unit Owners under Wis. Stats. Section 703.15 representing units owners holding title to certain real property located in the City of Middleton legally described in paragraph 1 herein (the "Property").

B. The Parties desire to set forth their obligations for the maintenance of certain storm water management improvements on the Property.

C. Approximately of even date herewith, the Owner has dedicated to the City, pursuant to a Grant of Easement for Public Walkway, a public walkway easement (the "Public Walkway Easement").

NOW THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows.

1. Site Legal Description: The Property subject to this Agreement is legally described as follows: Middleton Conservancy Condominium Plat, City of Middleton, Dane County, Wisconsin, commonly known as Middleton Conservancy Condominiums located at 3200-3423 Conservancy Lane.

2. Responsible Party. The Owner is responsible for maintaining the storm water management system located on the Property in perpetuity, except the City shall maintain vegetation and other improvements within the Public Walkway Easement.

### 3. Permanent Components of the Storm Water Management System.

a. The storm water management system for the Property consists of the following management practices or components:

- \* Storm sewer pipes, inlets and catch basins (inlets with sumps)
- \* Grassy/gravel swales
- \* Storm sewer outfalls
- \* Storm water detention pond with berm, landscaped with turf and prairie grasses
- \* Storm water outfall control structures consisting of five gabions and associated rip rap

b. The City acknowledges that the capacity of the detention pond on the Property was designed per ordinance to a volume sufficient to attenuate only the additional runoff resulting from the development of the Property.

### 4. Inspections And Maintenance Schedule.

a. Owner shall inspect catch basin sumps and outfall spillways for sediment accumulation in excess of 50% of the storage capacity of the sumps:

001056

Recording area (Dane Co. Register of Deeds)

Send To: Patricia A. Amble, City Clerk  
City of Middleton  
Middleton, WI 53562

See attached Exhibit A

Parcel Identification Number

4222275

6/21

- at least semiannually in early Spring and early Fall. For these inspections, Owner may hire a contractor already engaged by the City, to be paid at the rates charged to the City, if acceptable to the contractor; and
- within 72 hours following any major storm or flood event of sufficient intensity or duration potentially to result in significant accumulation of sediments. This inspection may be made by any representative of Owner.

b. Owner shall inspect visually the pond bottom, berm, gabions and grassy/gravel swales for significant erosion, loss of vegetative ground cover or accumulated sediments and debris:

- at least annually in the Spring. For these inspections, Owner may hire a contractor already engaged by the City, to be paid at the rates charged to the City, if acceptable to the contractor; and
- within 72 hours following any major storm or flood event of sufficient intensity or duration potentially to result in significant accumulation of sediments. This inspection may be made by any representative of Owner.

c. Owner has provided to the City a survey dated April 25, 2006, identified as file number CE 378, and titled as "Middleton Conservancy Topographic Survey of Stormwater Area," and prepared by Calkins Engineering, LLC (the "Reference Survey"). The original Reference Survey shall be kept on file in the office of the City Engineer. Owner shall perform a limited cross-sectional survey, for comparison to the Reference Survey, at least once every 10 years:

- to verify that sedimentation has not resulted in a loss of storage volume in the pond equivalent to an accumulation of sediments to an average depth of 0.5 feet from the depth shown on the Reference Survey or that sediments have not accumulated anywhere in the pond to a depth greater than 1.0 foot from the depth set forth in the Reference Survey. At least three surveyed elevations should be recorded on the pond bottom (one shot at the center and one shot near each toe of slope), and at any significant changes in grade to define cross-sections orthogonal to the long axis of the pond at approximate 100 foot intervals; and
- to verify that the berm has not eroded at any location more than 0.25 feet below the grade shown on the Reference Survey. One surveyed elevation of the top of berm should be recorded at approximate 100 foot intervals along the trail alignment.

d. Owner shall make any needed repairs as appropriate whenever the performance of a storm water management practice or component is materially compromised, including but not limited to removing sediments, restoring vegetative cover and eroded areas, replacing rip rap and repairing gabions.

e. In addition to the requirements of 4. a. through 4. d., above, Owner shall mow the grassy areas of the pond and swales once or twice per year, ~~or~~ with the written approval of the City Public Lands Manager, conduct a burn of the prairie grasses every three (3) to five (5) years, and shall control the spread of brush growth to a sufficient extent so as to permit the visual inspections and surveys required herein, and to avoid the incremental loss of storage volume in the pond.

#### 5. Regulations.

a. Mowing in buffer areas, pond banks and drainage ways shall be minimized to the extent possible in order to maximize filtration of runoff. Mowing height shall be no shorter than six inches.

b. Applications of fertilizers, herbicides, pesticides or other chemical applications are prohibited in buffer areas, on pond banks and along drainage ways, unless specifically authorized by the City Public Lands Manager on an individual event basis, and provided that the application is performed by professional personnel certified for that purpose.

#### 6. Maintenance Of Inspection Records.

a. Owner shall maintain records of the results of all site inspections and any follow-up actions taken by or at the direction of Owner.

b. The City Engineer shall maintain public records of the results of all City inspections of the site, shall inform Owner of the inspection results, and shall indicate any specific corrective actions required to bring the storm water management practice or component into accordance with this Agreement.

7. Default by Responsible Party. In the event that the City determines that Owner has failed to comply with any of the responsibilities as set forth in this Agreement, the City shall give written notice to Owner identifying any said default and requiring compliance within a specified and reasonable period of time of receipt of the notice. If the compliance event cannot be undertaken because of winter condition (i.e. snow cover, frozen ground or ice), then Owner shall complete such work as soon as reasonably practicable. In the event Owner fails to complete any actions required to remedy the default within said cure period, unless extended by the City in writing, Owner consents that City may enter the Property on which private storm water management systems and practices are located, correct the default and charge the cost of such corrective action to Owner. If Owner fails to pay for said costs of corrective action then City shall be entitled to place the cost of the corrective action on the tax roll for the Owner's Property as a special charge pursuant to Wis. Stats. § 66.0627.

8. Severability. All provisions of this Agreement are severable, and if any one or more provision is deemed unenforceable for any reason, the remaining provisions shall remain in full force and effect.

9. Binding Agreement. All provisions of this Agreement, including the benefits and burdens hereunder, run with the Property and are binding upon and inure to the benefit of the parties hereto and their successors and assigns.

10. Amendment; Termination. This Agreement may be amended or terminated by a document signed by the Owner and the City.

11. Requirement to Record. This Agreement and any subsequent amendments thereto shall be recorded at the Dane County Register of Deeds.

12. Governing Law. This Agreement at all times shall be enforced in accordance with the laws of the State of Wisconsin.

13. Assignment. Owner's obligations may not be assigned to another party without the prior written consent of City.

14. Notices. All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:  
City of Middleton  
7426 Hubbard Ave.  
Middleton, WI 53562  
608-827-1070

FOR THE OWNER:  
Middleton Conservancy Condominium Association, Inc.  
40 Anchor Property Management LLC  
6505 Grand Teton Plaza  
Madison, WI 53719

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

FOR THE OWNER:

MIDDLETON CONSERVANCY CONDOMINIUM  
ASSOCIATION, INC.

By: Dawn K. Meyer  
Name: Dawn K. Meyer  
Title: President  
Date: 7/2/06

STATE OF WISCONSIN )  
COUNTY OF DANE Dane ) ss.

Personally came before me this 31 day of July, 2006, the above-named Dawn K. Meyer, to me known to be the person who executed the foregoing and acknowledged the same.

Patricia Ambler  
Printed Name: Patricia Ambler  
Notary Public, State of Wisconsin  
My Commission: 4/2/07



001060

Tax Key Number	Street Address
0708-013-1491-0	3423 Conservancy Ln
0708-013-1493-8	3421 Conservancy Ln
0708-013-1495-6	3419 Conservancy Ln
0708-013-1497-4	3417 Conservancy Ln
0708-013-1499-2	3415 Conservancy Ln
0708-013-1501-7	3411 Conservancy Ln
0708-013-1503-5	3409 Conservancy Ln
0708-013-1505-3	3405 Conservancy Ln
0708-013-1507-1	3403 Conservancy Ln
0708-013-1509-9	3401 Conservancy Ln
0708-013-1511-5	3345 Conservancy Ln
0708-013-1513-3	3343 Conservancy Ln
0708-013-1515-1	3339 Conservancy Ln
0708-013-1517-9	3337 Conservancy Ln
0708-013-1519-7	3327 Conservancy Ln
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0708-013-1547-3	3311 Conservancy Ln
0708-013-1549-1	3309 Conservancy Ln
0708-013-1551-7	3307 Conservancy Ln
0708-013-1553-5	3303 Conservancy Ln
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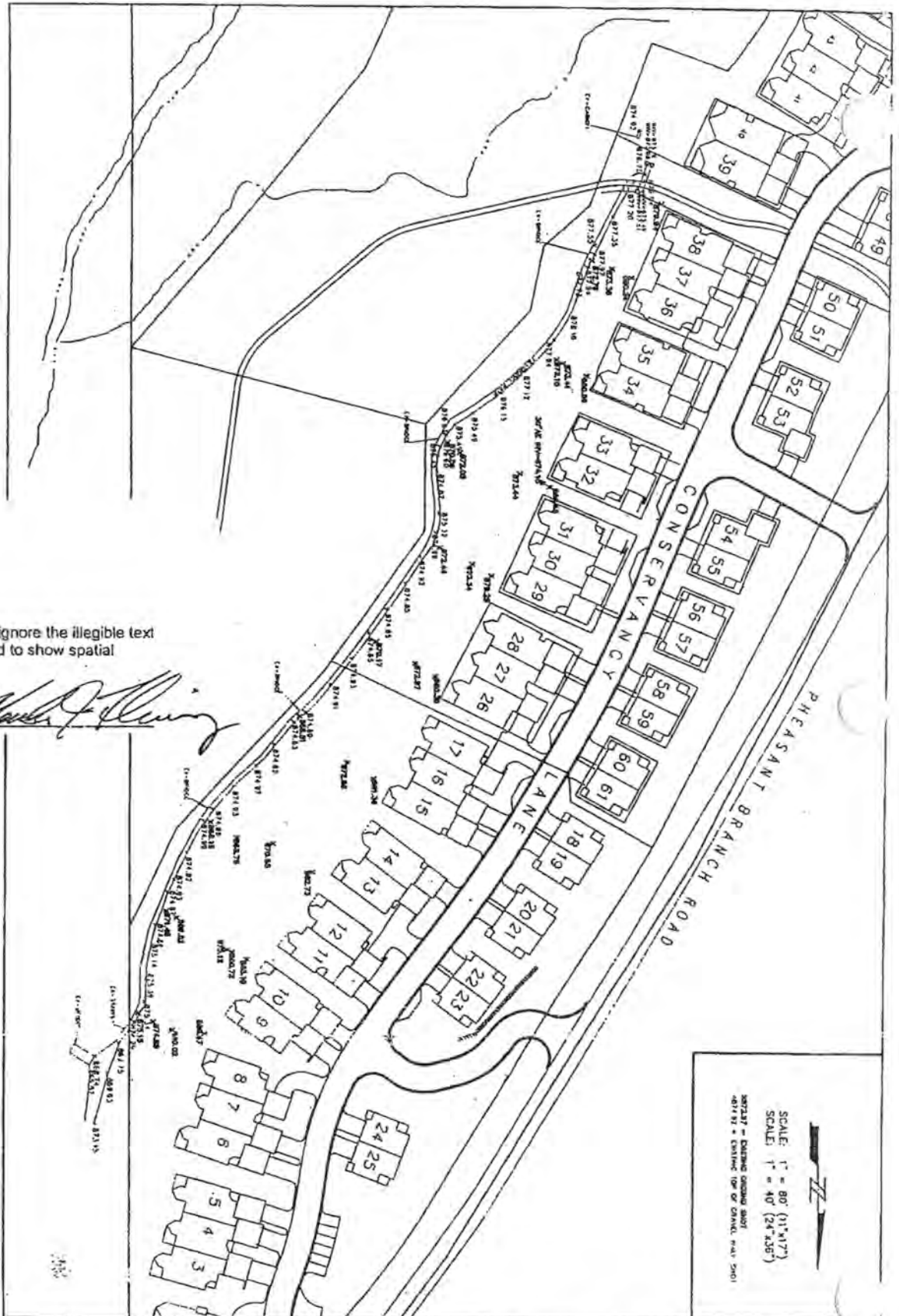
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0708-013-1567-9	3217 Conservancy Ln
0708-013-1569-7	3215 Conservancy Ln
0708-013-1571-3	3211 Conservancy Ln
0708-013-1573-1	3209 Conservancy Ln
0708-013-1575-9	3207 Conservancy Ln
0708-013-1577-7	3203 Conservancy Ln
0708-013-1579-5	3201 Conservancy Ln
0708-013-1581-1	3200 Conservancy Ln
0708-013-1583-9	3202 Conservancy Ln
0708-013-1585-7	3216 Conservancy Ln
0708-013-1587-5	3218 Conservancy Ln
0708-013-1589-3	3222 Conservancy Ln
0708-013-1591-9	3224 Conservancy Ln
0708-013-1593-7	3228 Conservancy Ln
0708-013-1595-5	3230 Conservancy Ln
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 this map. It is presented to show spatial  
 relationships only.

AUTHORIZED BY *[Signature]*

SCALE: 1" = 80' (1"=81.7')

SCALE: 1" = 40' (24"=35')

NOTE: 1" = EXISTING GROUND SURFACE  
 1" = 40' = EXISTING TOP OF CHANNEL (NOT SHOWN)