

Document Number

**SANDHILL HOMES, A CONDOMINIUM  
DECLARATION**

DANE COUNTY  
REGISTER OF DEEDS

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See attached Declaration Under Chapter 703 of the Wisconsin Statutes creating Sandhill Homes, A Condominium, for the following described real estate:

001720

Part of Outlot 120, Assessor's Plat of the Village of Middleton, now in the City of Middleton, Dane County, Wisconsin.

Said real estate is more particularly described in Exhibit A annexed hereto.

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

Name and Return Address

255-0708-114-4020-1 (Part)  
PARCEL NUMBER

38  
73

**DECLARATION OF CONDOMINIUM  
FOR  
SANDHILL HOMES, A CONDOMINIUM**

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This Declaration is made under and pursuant to the Condominium Ownership Act of the State of Wisconsin (hereinafter "Act") as found in Chapter 703, Wisconsin Statutes (1999-2000), or as amended, by Sandhill Homes, LLC, a Wisconsin corporation (hereinafter "Declarant").

**ARTICLE I  
STATEMENT OF PURPOSE**

The purpose of this Declaration is to subject the property hereinafter described and the improvements thereon (hereinafter collectively "Condominium") to the condominium form of ownership in the manner provided by the Act. It is intended that all provisions contained herein shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant and to its successors in interest.

**ARTICLE II  
DESCRIPTION, NAME AND RESTRICTIONS**

2.01 Legal Description. The real estate subject to this Declaration is owned by Declarant and is described on Exhibit A attached hereto. Every deed, lease, mortgage or other instrument may legally describe a Unit by unit number, and such description shall be good and sufficient for all purposes as defined in the Act. The residential buildings to be built on the real estate described on Exhibit A shall contain nine (9) two unit buildings.

2.02 Name. The name of the Condominium is "Sandhill Homes, A Condominium." In this Declaration the name is abbreviated to be "Sandhill Homes."

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

- (1) Chapter 703 of the Wisconsin Statutes; this Declaration and its related Condominium Plat; and the Articles of Incorporation, By-Laws and Rules and Regulations adopted by Sandhill Homes Condominium Association, Inc.
- (2) General taxes not yet due and payable;
- (3) Easements and rights in favor of gas, electric, telephone, water, cable and other utilities;
- (4) All other easements, covenants, and restrictions of record;
- (5) All municipal, zoning, and building ordinances; and
- (6) All other governmental laws and regulations applicable to the Condominium.

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

### ARTICLE III UNITS OF THE CONDOMINIUM

3.01 Definition. "Unit" shall mean a part of the Condominium as hereinafter described intended for independent living or use including garage space assigned to that Unit as shown on the condominium plat, including one or more cubicles of air at one or more levels of space or one or more rooms of enclosed spaces located on one or more floors (or parts thereof) in a building which may have more than one Unit, hereinafter sometimes referred to as a "Building."

3.02 Description. A Unit in Sandhill Homes shall include:

- (1) One or more contiguous or non-contiguous cubicles of air, including the perpetual right of ingress and egress thereto. The lateral boundaries of the cubicles shall be the inside face of the studs or concrete forming the walls. The upper boundary of each Unit shall be the inside face of the studs or joists forming the ceiling. The lower boundary of each Unit shall be the horizontal plane of the

uncovered or unfinished upper surface of the floor, including concrete surfaces. Said cubicles of air shall include the attached garage space.

- (2) Any and all appliances and other fixtures contained in the Unit, which items may include, but not be limited to, refrigerator, dishwasher, disposal, laundry equipment, range, compactor, cabinets, carpeting, floor covering, wall coverings, electric baseboard heaters, electric wall heaters, furnaces including ducts, radiators including piping, controls for heating system, air conditioning equipment (including any external components) including ducts, controls for air conditioning systems, and security systems.
- (3) All amenities attached to the Unit by the prime contractor or subcontractor, or subsequently attached thereto by the Unit Owner or at his or her direction together with any improvements or alterations thereto, although said items may be outside the defined cubicle of air, and shall include but are not limited to the following:
  - (a) All doors, including garage doors, windows and glass, if any, their casements, and all of their opening, closing, and locking mechanisms and hardware;
  - (b) All wall and ceiling mounted electrical fixtures and recessed junction boxes serving them and all floor, wall, baseboards or ceiling electrical outlets and switches and junction boxes serving them; and all internal wiring between the foregoing and the main fuse or breaker box.
  - (c) All telephone and cable and telephone and cable outlets, if any, to the Unit and the junction box serving it;
  - (d) All plumbing and natural gas fixtures and piping, valves and other connecting and controlling materials and devices lying between the fixtures and the main water, sewage lines and natural gas connection at the lowest level of the Unit

including, but not limited to, water heaters, water softeners, and water filters;

- (e) Any free standing fireplace, including its chimney, serving the Unit;
- (4) Specifically not included as part of the Unit are patios, decks, driveways, steps, stoops and sidewalks leading to any Unit. These areas shall be Limited Common Elements as set forth in Article V or in the condominium plat or any amendment thereto.
- (5) Unit Owner(s) of two adjoining Units which are located within a single building may construct so as to provide and maintain ingress and egress between said adjoining Units, either through a common wall, or by removing all or part of any common wall which separates said adjoining Units, provided that all construction is performed so as to not change the exterior appearance or outside dimensions of either of said adjoining Units, remove, change or relocate any load bearing wall(s) or otherwise weaken the support structure of either of said adjoining Units, and further provided that the expenses incurred in connection therewith, and for restoration of any such changes made, so as to conform said Units to the original floor plans as shown on the condominium plat, when necessary, are paid by the (respective) Unit Owner(s) of said adjoining Units. In addition, notwithstanding any such interior changes made as herein provided, all adjoining Units shall remain as individual condominium Units for all purposes as herein defined including, but not limited to, voting, payment of required common expenses, condominium dues, fees and assessments. Such modification shall require the approval of the Sandhill Homes Condominium Association, Inc., which may charge the requesting Unit Owner(s) a reasonable plan review fee and inspection fee.

3.03 Identification of Units. Units shall be identified by unit number as specified on the condominium plat of Sandhill Homes, which shall be recorded contemporaneously with this Declaration. A copy of the condominium plat is attached hereto as Exhibit B.

3.04 Unit Numbers & Street Addresses. The unit numbers and the street addresses which correspond to each unit number are as follows:

Unit 1603, Building 1 . . . . .	1603 Pond View Court
Unit 1607, Building 1 . . . . .	1607 Pond View Court
Unit 1611, Building 2 . . . . .	1611 Pond View Court
Unit 1615, Building 2 . . . . .	1615 Pond View Court
Unit 1610, Building 3 . . . . .	1610 Pond View Court
Unit 1614, Building 3 . . . . .	1614 Pond View Court
Unit 1619, Building 4 . . . . .	1619 Pond View Court
Unit 1623, Building 4 . . . . .	1623 Pond View Court
Unit 1618, Building 5 . . . . .	1618 Pond View Court
Unit 1622, Building 5 . . . . .	1622 Pond View Court
Unit 1627, Building 6 . . . . .	1627 Pond View Court
Unit 1631, Building 6 . . . . .	1631 Pond View Court
Unit 1626, Building 7 . . . . .	1626 Pond View Court
Unit 1630, Building 7 . . . . .	1630 Pond View Court
Unit 1635, Building 8 . . . . .	1635 Pond View Court
Unit 1639, Building 8 . . . . .	1639 Pond View Court
Unit 1634, Building 9 . . . . .	1634 Pond View Court
Unit 1638, Building 9 . . . . .	1638 Pond View Court

3.05 Variable Floor Plans & Unit Sizes. The Declarant will market and offer a variety of floor plans, and also offer some slight flexibility as to: (a) the location of exterior perimeter walls of Units; and (b) the size and style of patios and decks and possible conversions of patios or decks into sunrooms. Any patio or deck converted into a sunroom shall be Limited Common Element appurtenant to such Unit. The condominium plat as initially recorded does not show the variety of available floor plans, does not show possible changes in the location of Unit perimeter walls and does not show possible deck or patio designs or the possible conversions of decks or patios into sunrooms. The exact configuration of each Unit space and its patios, decks, sunrooms or other Limited Common Element, and the exact dimensions of the exterior perimeter walls of each Unit, will be determined by the Declarant incident to the sale of each Unit to a first purchaser. Negotiations between the Declarant and the first purchaser will result in a final design and floor plan for each Unit and its appurtenant Limited Common Element.

3.06 Recording of Final Plan for Each Unit. At or prior to the sale of each Unit to a first purchaser, the Declarant shall prepare, in recordable form, the final design of the Unit and its appurtenant Limited Common Element, and shall cause the same to be recorded as an Addendum to this Declaration or condominium plat. No such Addendum executed and recorded by the Declarant under this Section 3.06 shall be deemed to be an "amendment" to the Declaration or condominium plat within the meaning of Wis. Stat. §703.09(2), and shall not constitute an amendment that requires the requisite votes, voting or consent of Unit Owners or their mortgagees. Instead, the execution and recording of the final design or floor plans as an Addendum to this Declaration or condominium plat shall be deemed to be the proper exercise of Declarant's retained right of control, and the further exercise of ministerial rights and powers granted to the Declarant by this Declaration, which rights and powers survive "turnover" of control of the Association to the Unit Owners.

3.07 Declaration of Purpose & Waiver of Claims. The purpose of the foregoing Sections 3.05 and 3.06 is to permit some flexibility as to floor plans interior to each Unit, a small degree of flexibility as to the location of exterior perimeter walls, and further flexibility as to the design, size and location of patios, decks and potential conversions of patios or decks into sunrooms. Sections 3.05 and 3.06 are not intended to result in any substantial or material change in the rights or obligations of either the Association or the Unit Owners, as set forth in this Declaration. Each Unit Owner acknowledges the benefit to be obtained for each Unit Owner and the Condominium as a whole by reason of the contemplated flexibility. Each Unit Owner waives and releases, in favor of the Declarant, any right to vote with respect to an Addendum recorded to specify the final design floor plans of any Unit, and further waives any rights or claims for compensation under Wis. Stat. §703.09(3).

#### ARTICLE IV COMMON ELEMENTS

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

4.02 Description. The Common Elements of Sandhill Homes shall include the land described in Exhibit A, any portion of the improvements to the

land described in Exhibit A which is not included in the definition of Unit, and all tangible personal property used in the operation, maintenance and management of the Condominium.

4.03 Items Specifically Included. Notwithstanding the generality of the definition and description of the Common Elements contained in Sections 4.01 and 4.02, and without limitation by reason of specification, the Common Elements of the Condominium include all of the following: (a) the private sanitary sewer lift station which serves the Condominium; (b) the privacy fence around the perimeter of the Condominium; (c) the storm water drainage system and detention ponds which service the Condominium; (d) the exterior landscaping and common area lighting; and (e) the private path or walkway leading from the Condominium to the public portions of a pathway or walkway.

4.04 Use. Except as otherwise provided herein, and subject to the By-laws of the Association, as hereinafter defined and subject to any rules and regulations adopted by the Association, the Common Elements shall be available for the use and enjoyment of or service to owners of all Units.

4.05 Ownership of Common Elements. There shall be appurtenant to the Units an undivided interest in the Common Elements in the following percentages: each Unit shall have an equal and undivided one-eighteenth (1/18th) or 5.56% ownership interest in all of the Common Elements. The equal ownership of the Common Elements appurtenant to each Unit is without regard to the unequal square footage of various Units.

## ARTICLE V LIMITED COMMON ELEMENTS

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

5.02 Description. The Limited Common Elements of Sandhill Homes and the Unit or Units to which their use is reserved are the patio, deck, stoop, steps and walk appurtenant to each Unit as shown in the condominium plat, plus the driveway extending from the garage of the Unit to the main drive thoroughfare.



That portion of walkways which provides ingress and egress to two Units is Limited Common Elements appurtenant to both Units. The Limited Common Elements also include any deck or patio converted to a sunroom under final plans recorded pursuant to Section 3.06.

5.03 Use. Except as otherwise provided herein or as may be regulated by the Sandhill Homes Condominium Association, Inc., pursuant to its adopted rules and regulations, the manner of use of the Limited Common Elements shall be determined solely by the Unit Owner or Owners, as hereinafter defined, who have the exclusive use of such Limited Common Elements.

5.04 Temporary Limited Common Elements. During the original construction of a building that will, when finished, contain one (1) or more Units, the building site shall be designated as a Temporary Limited Common Element. The building site shall be more specifically determined by the Declarant or its assigns, who shall have the exclusive use of such area during the construction period and shall be responsible for all costs of the original construction, road and parking improvements, and landscaping within the building site. Upon the issuance of an occupancy permit for the Unit or Units within the building by the City of Middleton, the temporary Limited Common Element for the building site shall terminate and the building site shall then become a Unit or Units, Common Element or Limited Common Element, as hereinbefore defined and as shown on the condominium plat.

## ARTICLE VI USE RESTRICTIONS

6.01 Residential Purposes Only. The Units, Limited Common Elements and Common Elements of the Condominium shall be used for residential purposes only, and shall not be used for any trade or business except for home occupations to the extent permitted by applicable zoning. The leasing or renting of a Unit for residential purposes for an initial term of at least six (6) months shall not be considered a violation of this provision; provided however, that no Unit shall be leased or rented for hotel or transient purposes. Notwithstanding anything to the contrary contained herein, the use of the Units, Limited Common Elements and Common Elements shall comply with all required City of Middleton Ordinances, and any other restrictions as contained in the Association By-laws and any Rules and Regulations adopted by the Association. No use may unreasonably interfere with the use and enjoyment of the Common Elements or other Units by other Unit

Owners. There shall be no storage of material, and there shall be no conduct of any activity, which would increase the insurance rates on the Condominium. Any and all attorneys' fees and other expenses incurred by the Association in the enforcement of this provision shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit.

6.02 Sign Restriction. Except for Condominium Association identification signs, traffic control signs, and building address signs, no signs, advertisement, notice, or other lettering shall be exhibited on any portion of any Unit or on any other portion of the Condominium property, except the Declarant shall have the right to exhibit "For Lease" or "For Sale" signs in their Unit or on their Limited Common Element. The Owners shall have the right to post election or campaign signs not to exceed four (4) square feet in size in their Unit or on their Limited Common Element no sooner than forty- five (45) days before an election and no later than five (5) days after an election.

6.03 Animal Restriction. Only animals as permitted in the Association Rules and Regulations shall be allowed in each Building and only if such animal(s) does (do) not unreasonably disturb the other residents. Owners of such animal(s) shall abide by all applicable ordinances and regulations and shall be responsible for any inconvenience or damage caused by such animals. All such animals must be housed in their respective owner's Unit and may not be housed, kenneled, or in any way keep on the Common Elements or Limited Common Elements. Furthermore, the owner of any such animal shall be responsible for the prompt removal of his or her animal's excrement from the Common Elements or Limited Common Elements. No pet shall be permitted upon any part of the Common Elements except on a leash and accompanied by a Unit Owner or their tenants, guests and invitees. No animal runs shall be permitted on the premises and feeding of wild animals shall not be permitted.

6.04 Hot Tubs & Pools. The temporary or permanent placement of any hot tub, swimming pool or other aquatic leisure device upon any of the Common Elements is strictly prohibited. The same are also strictly prohibited to be placed or located, temporarily or permanently, upon any Limited Common Elements appurtenant to any Unit, except the Association may, by rule adopted by its Board of Directors, permit hot tubs, swimming pools or similar devices for aquatic leisure upon patios or decks or within sunrooms; provided, however, that such rule affirmatively requires the Unit Owner to apply for a permit from the Association, and provided further that the rules shall require the Unit Owner to submit, as a

condition of granting the permit, the written report of a professional engineer showing that the structural components of the patio, deck or sunroom are adequate to support the proposed hot tub, swimming pool or other aquatic device, including the weight of the water capacity of such hot tub, swimming pool or other aquatic device and the weight of persons reasonably expected to use the same.

6.05 Satellite Dishes. Satellite dishes and other antennae for the reception of electronic, radio or similar transmissions is strictly prohibited, except to the extent permitted by written rule adopted by the Association. The Association shall comply with the requirements of Wis. Stat. §847.10 as to satellite dishes, or any successor statute. At the execution of this Declaration, the cited statute provides, among other things, that the Association shall not unreasonably limit or prohibit satellite antenna with a diameter of two feet or less.

6.06 Enforcement. This Article VI shall be binding upon the Declarant, all Unit Owners and the Association and shall be enforced in the remedies set forth in Article XIX hereof. Any and all attorneys' fees and other expenses incurred by the Association in the enforcement of this article shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit.

## ARTICLE VII UNIT OWNER DEFINITION

A "Unit Owner" shall mean a person, combination of persons, partnership, or corporation, who holds legal title to a Unit; provided, however, that in the event equitable ownership has been conveyed in the Unit by means of a land contract or other similar document, "Unit Owner" shall mean the land contract purchaser but does not include a land contract vendor. The Declarant shall be included in the definition of Unit Owner with regard to Units for which an occupancy permit has been issued by the City of Middleton, plus all unbuilt Units or Units under construction.

**ARTICLE VIII**  
**ASSOCIATION OF MEMBERSHIP AND VOTING RIGHTS**

8.01 Definition. "Association" shall mean the Sandhill Homes Condominium Association, Inc., a Wisconsin non-stock corporation.

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

8.03 Voting Rights. Each Unit shall be entitled to one (1) indivisible vote in the Association, subject however, to suspension as provided herein. If a Unit is owned by more than one (1) person, the vote for the Unit shall be cast as agreed by the persons who have an ownership interest in the Unit, and if only one such person is present it is presumed that person has the right to cast the Unit vote unless there is contrary evidence presented. In the event they cannot agree on the manner in which the vote is to be cast, no vote may be accepted from the Unit as provided in Article VII hereof. The person or entity who holds a land contract purchaser's interest or other such equitable interest in a Unit shall be considered the Unit Owner. However, for purposes of being eligible to vote as a member of the Association, the land contract or other document establishing the equitable interest, or an instrument providing constructive notice of such interest, must be recorded in the Dane County Register of Deeds office.

8.04 Supplement. The provisions of this Article are to be supplemented by the Articles of Incorporation and the By-laws of the Association, provided,

however, that no such supplement shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

## ARTICLE IX REPAIRS AND MAINTENANCE

9.01 Units. Each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, maintenance, repair and replacement of the Owner's Unit. With respect to the exterior upkeep of a building containing one (1) or more Units, including but not limited to repair or replacement of the roof, foundation or siding, each Unit Owner grants an easement to the Association to make all repairs and perform maintenance thereon, the cost of which shall be an expense of the Association; provided that with the exception of emergency situations, no repairs or maintenance shall be performed by the Association until twenty-four (24) hours following written notice to the Unit Owner by the Association that said repairs or maintenance are required, as provided in Section 9.09. In the event the Association reasonably believes that an emergency situation exists, the Association may enter an Owner's Unit without prior notice to said Owner.

9.02 Limited Common Elements. Except as provided in Section 9.03 regarding snow and ice removal, each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, general cleanliness and presentability of the Limited Common Elements which use is reserved to the Unit. This includes the obligation of each Unit Owner to repair or replace all defects or deficiencies in any patio, deck, sunroom, stoop, steps, walk or driveway appurtenant to any Unit. The Association shall have full authority to make and adopt, by written rule or regulation, standards for the proper repair and maintenance of Limited Common Elements.

9.03 Snow & Ice Removal. Notwithstanding Section 9.02, the Association shall have specific responsibility for the removal of snow and ice from the driveway, walkway, stoop and steps which are Limited Common Elements appurtenant to each Unit. The Association may, by rule, establish appropriate standards as to when and under what circumstances it will pay and provide the expense of snow and ice removal for the aforesaid portions of the Limited Common Elements, as a common expense. The Association is also responsible to remove snow and ice from the traveled portions of the main thoroughfare or private

driveway used in common by all Units and may by rule establish separate and different standards for such purpose.

9.04 Lawn Watering. Unless the Association affirmatively accepts responsibility for the watering of all Common Element lawns and landscaping, by written rule duly adopted by the Association, each Unit Owner shall be responsible to water the Common Element lawn and landscaping adjacent to and around each Unit, at the sole expense of such Unit Owner. If a Unit Owner shall fail to properly water the lawn adjacent to and around a Unit, then such Unit Owner shall be responsible to pay and reimburse the Association for any expenses reasonably and necessarily incurred by the Association to repair or replace areas of dead grass, shrubs or landscaping.

9.05 Common Elements. Except as hereinabove provided, the Association shall be responsible for the decoration, furnishing, housekeeping, maintenance, repair, and replacement of all the Common Elements. Except as provided in Section 9.04 regarding lawn watering, the Association shall be responsible for lawn maintenance and mowing, shrub bed maintenance and trimming, and snow removal

9.06 Detention Ponds & Storm Water Management Facilities. The Association shall be responsible to repair and maintain the storm water drainage facilities and detention ponds and fulfill all the obligations of the "Owner" under that certain Declaration of Conditions, Covenants & Restrictions for Maintenance of Storm Water Management Measures imposed by the City of Middleton. Said Declaration was executed by Declarant on September 22, 2003, and recorded in the office of the Dane County Register of Deeds on October 23, 2003 as Document No. 3832148. If the City of Middleton imposes any charge or special assessment for its costs resulting from the failure of the Association to fulfill its obligations in connection with the storm water management facilities and detention ponds, then the same shall be paid by the Association and levied by the Association as a special charge equally against all of the units.

9.07 Off-Premises Storm Water Facilities. Under the terms of the Declaration referred to in Section 9.06, the Association shall have maintenance, repair and replacement responsibility of the storm water drainage pipe and catch basin located outside the perimeter of the Common Elements near the Southeast corner of the Condominium.

9.08 Other Common Elements. In addition to the general responsibility of the Association to repair and maintain all the Common Elements set forth in Section 9.03, and without limitation by reason of specification, the Association is specifically responsible to repair, maintain and replace the Common Elements described in Section 4.03, to wit: (a) the private sanitary sewer lift station which serves the Condominium; (b) the privacy fence around the perimeter of the Condominium; (c) the storm water drainage system and detention ponds which service the Condominium; (d) the exterior landscaping and common area lighting; and (e) the private path or walkway leading from the Condominium to the public portions of a pathway or walkway.

9.09 Entry By Association. The Association may enter any Unit and Limited Common Elements at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair or for any other matter for which the Association is responsible. Except in the case of emergency, no entry may be had by the Association until the expiration of twenty-four (24) hours from the date written notice is provided to the Unit Owner that maintenance, construction or repair is necessary and, in any event, entry shall be made with as little inconvenience to the Unit Owner as possible under the circumstances. Any damage caused thereby shall be repaired by the Association and shall be treated as a Common Expense as hereinafter defined.

## ARTICLE X STRUCTURAL CHANGES

10.01 Limitations. A Unit Owner may make improvements or alterations inside the exterior boundaries of his or her Unit; provided however, that such improvements or alterations do not impair the structural soundness or integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not impair any easement. A Unit Owner may not change the exterior appearance of a Unit or any portion of the Common Elements (including Limited Common Elements) without obtaining the written permission of the Association Board of Directors. Any improvement or alteration which changes the floor plan or room dimensions of a Unit must be evidenced by the recording of a modification to the Sandhill Homes condominium plat before it shall be effective and must comply with the then legal requirements for such purpose. Furthermore, any approved improvements or alterations must be accomplished in

accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of other Units, Limited Common Elements or the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

10.02 Expenses. All expenses involved in such improvements or alterations, including incidental expenses to the Association, which it may charge as a special assessment the affected Units, shall be borne by the Unit Owners involved.

## ARTICLE XI CASUALTY & LIABILITY INSURANCE

11.01 Common Area Property Insurance. The Association shall, as Trustee pursuant to Wis. Stat. §703.17, obtain and maintain insurance for the Common Elements, including Limited Common Elements, 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, moreover, shall be named insured with Unit Owners and Mortgagees of Units as additional insureds. 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.

11.02 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 One Million Dollars (\$1,000,000.00). The policies shall include standard coverage for the errors and omissions of Association directors and officers. Such policies shall also contain "severability of 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.

11.03 Fidelity Insurance. The Association shall maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be the named insured,



and the insurance shall be in an amount of not less than one hundred fifty percent (150%) of the Association's annual operating expenses and reserves.

11.04 Administration. Any and all premiums associated with the insurance purchased by the Association shall be Common Expenses. The Association shall act as the trustee for the purpose of obtaining insurance coverage and for the receipt, application, and disbursement of proceeds. All insurance shall be obtained from generally acceptable insurance carriers, which carriers must meet the guidelines established by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation or successors.

11.05 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. Unit Owners are strongly encouraged to obtain various types of insurance, including but not limited to, liability and property, because of the potential for great loss to any individual Unit Owner. Unit Owners are encouraged to submit copies of the disclosure materials to their insurance carriers in order to ensure adequate property and liability coverage on their personal property, Units, and Limited Common Elements appurtenant to such Units. The Association may, but shall not be obligated to, provide insurance to cover perils of fire, extended coverage, vandalism, and malicious mischief on a repair and replacement cost basis damage to the fixture portion of Units and if it does so elect to carry such insurance coverage, the cost of same shall be treated as a Common Expense.

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

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

**ARTICLE XII  
REPAIR OR RECONSTRUCTION**

In the event any portion of the Common Elements, including Limited Common Elements, are damaged or destroyed, the Association shall promptly undertake to repair or reconstruct the damaged or destroyed portion of the Common Elements to a condition compatible with the remainder of the Condominium. Upon such repair or reconstruction, the Association may vary the design, plan and specifications of the Common Elements from that of the original; provided, however, that the number of square feet of any Unit may not vary by more than five percent (5%) from the number of square feet for such Unit as originally constructed and, provided further, that the location and floor plan of the damaged buildings shall be substantially the same as they were prior to the damage. In the event insurance proceeds are insufficient to pay the estimated or actual costs of reconstruction, the shortage shall be considered a Common Expense, and the Association shall have the responsibility and the right to levy assessments against the Unit Owners as provided herein.

**ARTICLE XIII  
EMINENT DOMAIN**

In the event of a taking of any the Common Elements under the power of eminent domain, the provisions of Section 703.19, Wisconsin Statutes (1999-2000), or as amended, shall control; provided, however, the affirmative vote of at least fifty-one percent (51%) of the first Mortgagees, calculated on a per Unit basis, will also be required in order to partition the Condominium; and provided, further, if Limited Common Elements are taken, the same shall be reconstructed by the Association if practical to do so.

**ARTICLE XIV  
COMMON EXPENSES**

14.01 Liability of Unit Owner. Each Unit Owner shall be liable for the share of expenses of the Association assessed against such Owner's Unit. These expenses ("Common Expenses") shall be allocated among the Units in the proportion specified in Section 4.05.

14.02 Enforcement. The assessments of Common Expenses, together with such interest as the Association may impose hereunder or in the By-laws for delinquencies and with the costs of collection and actual attorney fees, shall constitute a lien on the Units against which they are assessed. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.16, Wisconsin Statutes (1999-2000), or as amended.

14.03 Suspension of Voting Rights. If any assessment of Common Expenses is delinquent and a Statement of Condominium Lien as described in Section 703.16(9), Wisconsin Statutes (1999-2000), or as amended, has been recorded against a Unit, the Association may suspend the voting rights of the delinquent Unit Owner.

14.04 Unit Sale. Except as otherwise provided herein, unpaid Common Expenses assessed against a Unit shall be a joint and several liability of the seller and purchaser in a voluntary transfer of the Unit if a Statement of Condominium Lien covering the delinquency shall have been filed with the Clerk of Courts and/or recorded in the office of the Dane County Register of Deeds prior to the transfer.

14.05 Lien for Non-Payment. The Association shall have a lien, from the date an assessment is made, upon any Unit for assessments made against that Unit, which assessments remain unpaid. The lien shall secure payment of the assessment, interest, and costs of collection, including reasonable attorney fees. A Statement of Condominium Lien may be recorded with the Dane County Register of Deeds or filed with the Dane County Clerk of Courts by an instrument executed by the Association and may be foreclosed. The Unit Owner shall be personally liable for all unpaid assessments, interest, and costs of collection including actual attorneys' fees. Interest shall accrue on any unpaid, delinquent assessment at the rate of twelve percent (12%) per annum, from and after the due date of each assessment, and shall continue at such rate upon the filing or recording of a Statement of Condominium Lien. This liability shall not terminate upon transfer of ownership or upon abandonment by the Unit Owner. When any lien is foreclosed, if the Unit Owner remains in possession of the Unit, he or she shall pay a reasonable rental value of the Unit. The Association shall be entitled to the appointment of a receiver of the Unit as a matter of strict right. Assessments shall be paid without offset or deduction. No Unit Owner may withhold payment of any assessment or any part thereof because of any dispute that may exist among a Unit Owner, the

Association, the Declarant, or any of them. Rather, the Unit Owner shall pay all assessments pending resolution of any dispute.

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

14.07 Installment Payment. Assessments shall be paid in advance, in addition to the payment of the monthly maintenance fee determined by the budget of Common Expenses prepared by the Association, which budget shall include a reserve for deferred maintenance and replacement. Special assessments for items not provided for in the budget shall be paid at such time or times, in a lump sum, or in such installments, as the Association may determine.

14.08 Commencement of Assessments. Monthly assessment for Common Expenses shall be levied and assessed only against those of its Units as to which an occupancy permit has been issued by the City of Middleton.

14.09 Reserve Fund. The Association shall establish and maintain a reserve fund for payment of nonrecurring operating contingencies and for capital repairs, replacements or improvements. Each annual condominium budget shall include funding for the reserve fund at a level determined appropriate by the Association.

## ARTICLE XV POWERS OF DECLARANT

15.01 Declarant Control. Except as provided in Section 703.15(2)(d), Wisconsin Statutes (1999-2000), or as amended, Declarant reserves the right to appoint and remove officers and directors of the Association and to exercise the powers and responsibilities of the Association, its members, and its directors until

the earlier of either of the following shall occur: (i) expiration of three (3) years from the date this Declaration is recorded; or (ii) thirty (30) days after conveyance of seventy-five percent (75%) of the Common Elements to purchasers. During this period, Declarant shall have the full and exclusive right to take all action on behalf of the Association, including but not limited to, the right to (a) enter into leases of Units, (b) make contracts and agreements on behalf of the Association for the maintenance, operation, and management of the Condominium, (c) determine, levy, and collect assessments, (d) grant easements, and (e) enact and enforce rules and regulations for the use of the Condominium. Any contracts or agreements entered into by Declarant on behalf of the Association with Declarant or an affiliate of Declarant shall not extend for a period exceeding one (1) year; provided, however, that such contracts or agreements may be automatically renewable if a reasonable period for giving notice of termination is provided at the end of each term. Furthermore, any such contracts or agreements shall provide for termination by either party without cause and without payment of a termination fee upon at least ninety (90) days prior written notice. Declarant reserves the unilateral right to record one or more Addendum to this Declaration or the condominium plat to correct scrivener's errors, or to locate and provide the specifics of a building or Unit, including the final design and floor plan of individual Units as contemplated by Sections 3.05 to 3.07.

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

be responsible for any damages resulting from the exercise of such rights. Declarant shall also have the right to grant easements over, through, or under any part of the Condominium for the benefit of the Condominium as a whole or any part thereof.

15.03 Assignability of Declarant's Rights. The Declarant reserves the right to assign its declarant rights to a development entity to facilitate the development of the Condominium and its Common Elements, Limited Common Elements and Units.

**ARTICLE XVI  
NO RIGHT TO EXPAND**

The Declarant has not reserved any right to expand the Condominium.

**ARTICLE XVII  
AMENDMENTS TO DECLARATION OR PLAT**

Except as otherwise provided herein, this Declaration and the condominium plat may only be amended by the written consent of at least sixty-six and 2/3rds percent (66 2/3 %) of the Unit Owners, provided, however, that no such consent is effective until approved in writing by each of the consenting Unit Owners' underlying Mortgagee and, further provided, that no such amendment may substantially impair the security of any non-consenting Unit Mortgagee. No amendment to the Declaration affecting the status or rights of the Declarant may be adopted without the written consent of Declarant. No amendment to this Declaration shall be effective until an instrument containing the amendment and stating that the required consents or votes were duly obtained, signed on behalf of the Association, and duly acknowledged or authenticated, is recorded with the Dane County Register of Deeds. For purposes of this provision and Declaration, each Unit shall have one (1) vote.

**ARTICLE XVIII  
NOTICES**

18.01 Notices to Resident Agent. The person to receive service of process for the Condominium or the Association shall be Mr. Gerald L. Wuebben, c/o Encore Construction, Inc., 2923 Marketplace Drive, Madison, Wisconsin 53719, or such other person as may be designated from time to time by the Association, which designation shall be filed with the Wisconsin Department of Financial Institutions or successor office.

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

18.03 Notices to Mortgagees. Any first mortgagee of a Unit, upon written notice to the secretary of the Association, shall be entitled to notice of any default which is not cured within sixty (60) days in the performance by an individual Unit Owner of any obligation under the Condominium Declaration, By-laws, Rules and Regulations, and related documents.

**ARTICLE XIX  
REMEDIES FOR BREACH OR DEFAULT**

If any Unit Owner fails to comply with all provisions of the Act, this Declaration, Association By-laws, and Articles of Incorporation, or any Rules and Regulations promulgated by the Association, the Unit Owner may be sued for damages caused by the failure, or for injunctive relief, or both, by the Association or by any other Unit Owner. In the event no damages are capable of being accurately determined, liquidated damages of One Hundred Dollars (\$100.00) per day may be assessed for each such violation. Each day of violation shall constitute a separate violation for purposes of this Article. Any and all attorneys' fees and

other expenses incurred by the Association in enforcing this provision shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit. Individual Unit Owners shall have similar rights of action, but not liquidated damages or reimbursement, against the Association.

## **ARTICLE XX EASEMENTS FOR UTILITIES**

A blanket easement is hereby reserved over, through and underneath the Units, the Limited Common Elements, and the Common Elements for ingress and egress for present and future utility services, including but not limited to, easements for drainage, water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, electrical wires, cable TV wires, security wires, street lights and for any other purposes for which a blanket easement is created upon, across, over, through of under the herein described real estate for the purposes set forth above, whether or not any such blanket easement or easements are shown on the condominium plat, other recorded instrument or any exhibits attached hereto. Specific easements for drainage, utility service, including but not limited to installation, replacement, repair and maintenance of all utility and service lines and systems as set forth above, are hereby reserved to the Declarant. Specific easements for ingress and egress, other than as set forth above, are reserved to the Association for the purpose of installation or making any repairs and/or maintenance to any utility such service lines and/or systems, including drainage, which are the obligation of the Association pursuant to Article IX. The Association shall be responsible for any damage resulting from such installation, maintenance and/or repairs as set forth above.

## **ARTICLE XXI GENERAL & ADMINISTRATIVE PROVISIONS**

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



for maintenance of exterior common elements (lawn, trees and shrubs) adjacent to and in the vicinity of the Unit.

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

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

21.04 Conflict in Condominium Documents. In the event a conflict exists among any provision of this Declaration, Condominium Plat, the Articles of Incorporation, if any, the By-Laws, or any Administrative Rules and Regulations, or between any of them, this Declaration shall be considered the controlling document.

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

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

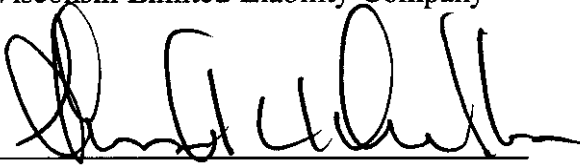
001744A

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

IN WITNESS WHEREOF, this Declaration has been executed this 31 day of October, 2003.

SANDHILL HOMES, LLC  
A Wisconsin Limited Liability Company

By:



GERALD L. WUEBBEN, Member

By:



REX A. FLETCHER, Member

#### DECLARANT AUTHENTICATION

Signatures of Gerald L. Wuebben and Rex A. Fletcher authenticated this 31 day of October, 2003.



NICHOLAS J. LONIELLO  
Title: Member, State Bar of Wisconsin

1744B

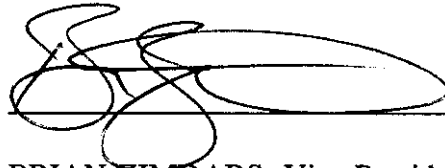
**MORTGAGEE'S CONSENT**

AnchorBank, FSB, as Mortgagee, hereby consents to the execution and recording of the foregoing Declaration of Condominium and its related Condominium Plat.

Dated this 31<sup>st</sup> day of October, 2003.

ANCHORBANK, FSB

By:



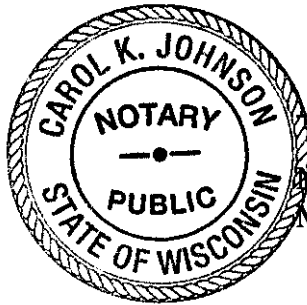
A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke, is written over a solid horizontal line.

BRIAN ZIMDARS, Vice President

**MORTGAGEE ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

Personally came before me this 21<sup>st</sup> day of October, 2003, the above-named Brian Zimdars, to me known to be a Vice President of AnchorBank, FSB, and to me known to be the person who executed the foregoing and acknowledged the same.



*Carol K. Johnson*

Notary Public, State of Wisconsin  
My Commission expires: 01-21-07

This Instrument Drafted By  
And Should Be Returned To:

Atty. Nicholas J. Loniello  
LONIELLO, JOHNSON & SIMONINI  
900 John Nolen Drive - Suite 130  
Madison, WI 53713  
(608) 251-1526

y:03102112.09

**EXHIBIT A**

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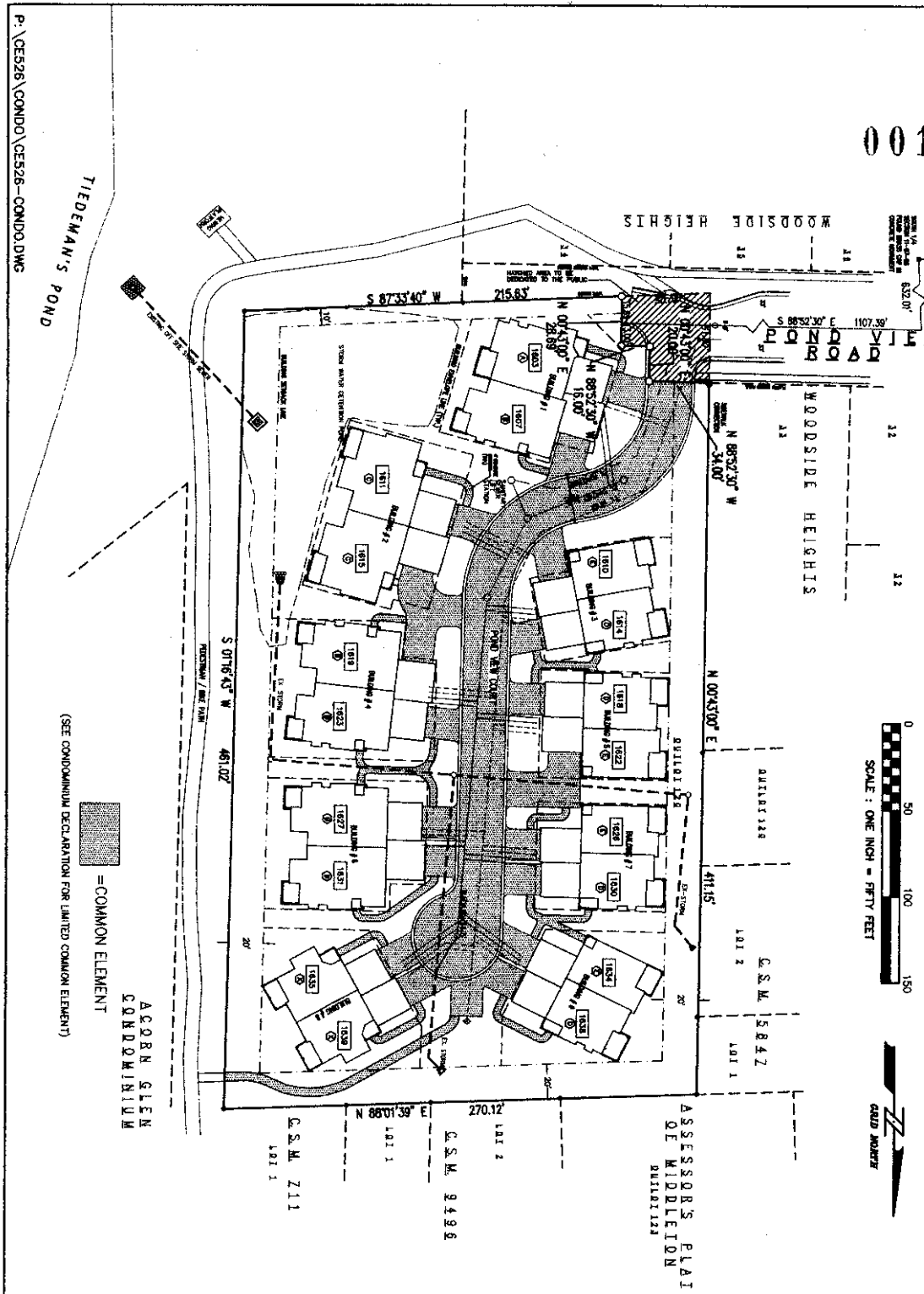
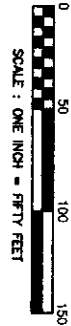
Part of Outlot One Hundred Twenty (120), Assessor's Plat Village of Middleton, in the City of Middleton, Dane County, Wisconsin, described as follows: Part of the Southwest 1/4 of the Southeast 1/4 of Section 11, Township 7 North, Range 8 East, described as follows: Commencing at a point 2 rods West and 18 rods South of the Northeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 11, Township 7 North, Range 8 East, running thence West 16½ rods; thence South 28 rods; thence East 16½ rods; thence North 28 rods to the place of beginning.

**EXCEPTING AND EXCLUDING:**

A parcel of land being dedicated for public purposes for the right-of-way of Pond View Road located in part of Outlot 120, of the Assessor's plat of Middleton, located in Section 11, Township 7 North, Range 8 East, City of Middleton, Dane County, Wisconsin, more particularly described as follows: Commencing at the Southwest 1/4 corner of said Section 11, thence North 87°49'17" East, 2585.54 feet to the South 1/4 corner of said Section 11, thence North 02°10'43" West, 632.01 feet; thence South 88°52'30" East, 1057.39 feet to the point of beginning, said point being on the easterly most platted centerline point of said Pond View Road; thence leaving said centerline and west boundary line, North 00°43'00" East, 33.00 feet to a point on the northerly right-of-way line of said Pond View Road; thence South 88°52'30" East, 34.00 feet; thence South 00°43'00" West, 20.00 feet; thence South 88°52'30" East, 16.00 feet; thence South 00°43'00" West, to a point on the existing southerly platted r.o.w. line; thence South 87°33'40" West, along said southerly platted r.o.w. line, 50.08 feet; thence North 00°43'00" East, 18.80 feet to the point of beginning.

001746

**SANDHILL HOMES, A CONDOMINIUM PLAT**  
 THAT PORTION OF OUTLOT 120 OF THE ASSESSOR'S PLAT OF MIDDLETON, LOCATED IN  
 SE 1/4 OF SECTION 11, TOWNSHIP 8 NORTH, RANGE 7 EAST, CITY OF MIDDLETON,  
 DANE COUNTY, WISCONSIN



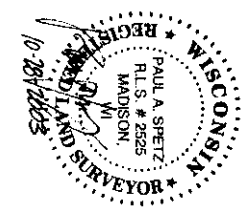
ASSASSOR'S PLAT  
 OF MIDDLETON  
 BUILDING 122

C.S.M. 1584Z  
 LOT 2  
 LOT 1

C.S.M. 9496  
 LOT 2  
 LOT 1

C.S.M. 211  
 LOT 1

- LEGEND**
- 3/4" SOLID IRON ROD FOUND
  - 1-1/4" SOLID IRON ROD FOUND
  - 1-1/4" x 18" SOLID IRON RE-ROD SET, WT. 4.30 lbs./ft.
  - ALL OTHER LOT AND OUTLOT CORNERS MARKED BY A 3/4" x 18" SOLID IRON RE-ROD, WT. 1.50 lbs./ft.
- DISTANCES ARE MEASURED TO THE NEAREST HUNDRETH OF A FOOT.



**SURVEYED BY:**  
 CALKINS ENGINEERING, LLC  
 4918 TRIANGLE STREET  
 P.O. BOX 379  
 McFARLAND, WI 53558  
 (608) 838-0444

**RECORDING DATA**

**CERTIFICATE OF REGISTER OF DEEDS**

Received for recording this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M. and recorded in Volume \_\_\_\_\_ of Condominium Plats, on pages \_\_\_\_\_

\_\_\_\_\_ Jane Light, Dane County Register of Deeds

001747

SANDHILL HOMES, A CONDOMINIUM PLAT  
THAT PORTION OF OUTLOT 120 OF THE ASSESSOR'S PLAT OF MIDDLETON, LOCATED IN  
SE 1/4 OF SECTION 11, TOWNSHIP 8 NORTH, RANGE 7 EAST, CITY OF MIDDLETON,  
DANE COUNTY, WISCONSIN

BASIC FLOOR PLAN NOTES:

1. Floor plans are subject to revision. The location and size of patios and decks are subject to revision. Patios and decks are also subject to possible conversion to sunrooms.
2. See Sections 3.05 through 3.07 of the Declaration regarding the Declarant's responsibility to record an Addendum to the Declaration or plat showing the final floor plans for each unit, and the final design, size and location of perimeter walls, patios and decks and possible conversion of patios or decks into sunrooms.

LIMITED COMMON ELEMENTS:

1. The driveway between the garage of each unit and the main shared driveway are Limited Common Elements appurtenant to the unit.
2. Patios and decks, or any patio or deck converted to a sunroom, is Limited Common Element appurtenant to the unit.
3. The walk ways between driveways and stoops, and the stoops and steps themselves, are Limited Common Element appurtenant to the unit.
4. While each unit owner has maintenance, repair and housekeeping responsibility with respect to all Limited Common Elements, the Association has snow and ice removal responsibility with respect to the driveways, walk ways, stoops and steps.

COMMON ELEMENTS:

1. The Association has repair and maintenance responsibilities for the storm water management facility pursuant to that Declaration of Covenants & Restrictions dated 9/22/2003 and recorded 10/23/2003, as Document No. 3832148.
2. The Association has repair and maintenance responsibilities for the off premises storm water pipe and catch basin shown at the southeast corner of the Condominium Plat.
3. The Common Elements of the condominium consist of all of the condominium except the units, and the Common Elements include but are not limited to: (a) the private sanitary sewer lift station which serves the Condominium; (b) the privacy fence around the perimeter of the Condominium; (c) the storm water drainage system and detention ponds which serve the Condominium; (d) the exterior landscaping and common area lighting; and (e) the private path or walkway leading from the Condominium to the public portions of a pathway or walkway.
4. Unless the Association assumes this responsibility, each unit owner is responsible to water the Common Element lawn adjacent to his/her unit. See Section 9.04 of the Declaration.

P:\CES26\CONDO\CES26-CONDO.DWG



1. Paul A. Speltz, Registered Land Surveyor No. 2526, hereby certifies that in full compliance with the provisions of Chapter 703 of the Wisconsin Statutes, I have surveyed and mapped the following described lands:

SURVEYOR'S CERTIFICATE

A parcel of land being a part of Outlot 120 of the Assessor's Plat of the City of Middleton located in the SE 1/4 of Section 11, Township 8 North, Range 7 East, City of Middleton, Dane County, Wisconsin, more particularly described as follows: Commencing at the Southwest 1/4 corner of said Section 11, thence North 87 degrees 49 minutes 17 seconds East, 2585.54 feet to the South 1/4 Corner of said Section 11, thence North 02 degrees 10 minutes 43 seconds West, 632.01 feet; thence South 89 degrees 52 minutes East, 1107.38 feet to the point of beginning; thence North 00 degree 43 minutes 00 seconds East, 13.00 feet; thence North 88 degrees 52 minutes 30 seconds West, 34.00 feet; thence North 00 degrees 43 minutes 00 seconds East, 411.15 feet to a point being the northeast corner of Lot 1 of Certified Survey Map 5847, recorded in Vol. 27, Page 286 and 287 Dane County Registry as Document No. 2139854; thence North 88 degrees 01 minutes 39 seconds East, 270.12 feet; thence South 01 degree 16 minutes 43 seconds West, 461.02 feet; thence South 87 degrees 33 minutes 40 seconds West, 215.63 feet; thence North 00 degree 43 minutes 00 seconds East, 15.89 feet to the point of beginning.

Said parcel contains 121,384 Square Feet, 2.79 Acres.

I further certify that this condominium plat correctly represents the condominium described; that the floor plans are reproduced from plans furnished by the architect; and the location and identification of each unit and the common elements can be determined from the plat.

Signed this 28th day of October, 2003.  
Paul A. Speltz, R.L.S. No. 2526

SURVEYED BY:  
CALKINS ENGINEERING, LLC  
4918 TRIANGLE STREET  
P.O. BOX 379  
MCFARLAND, WI 53558  
(608) 838-0444

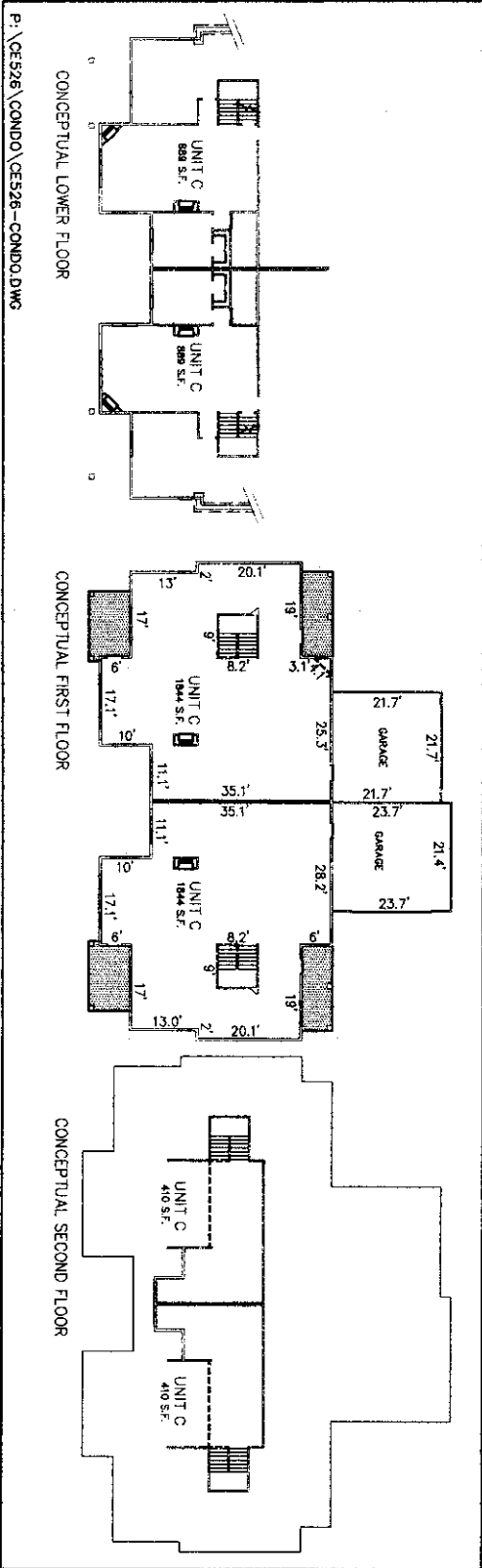
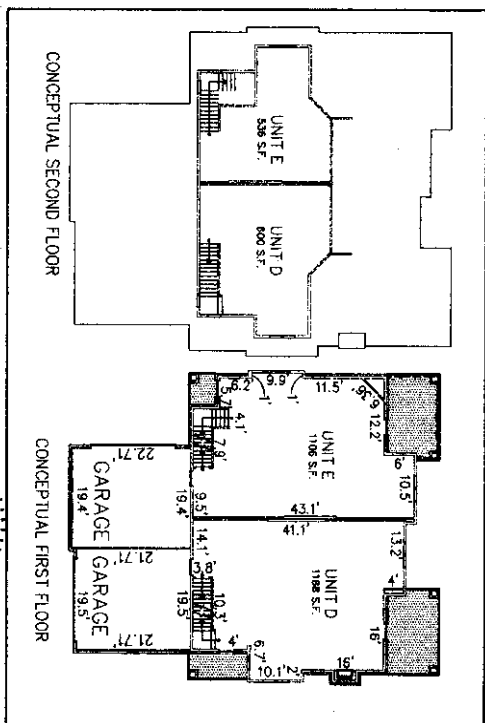
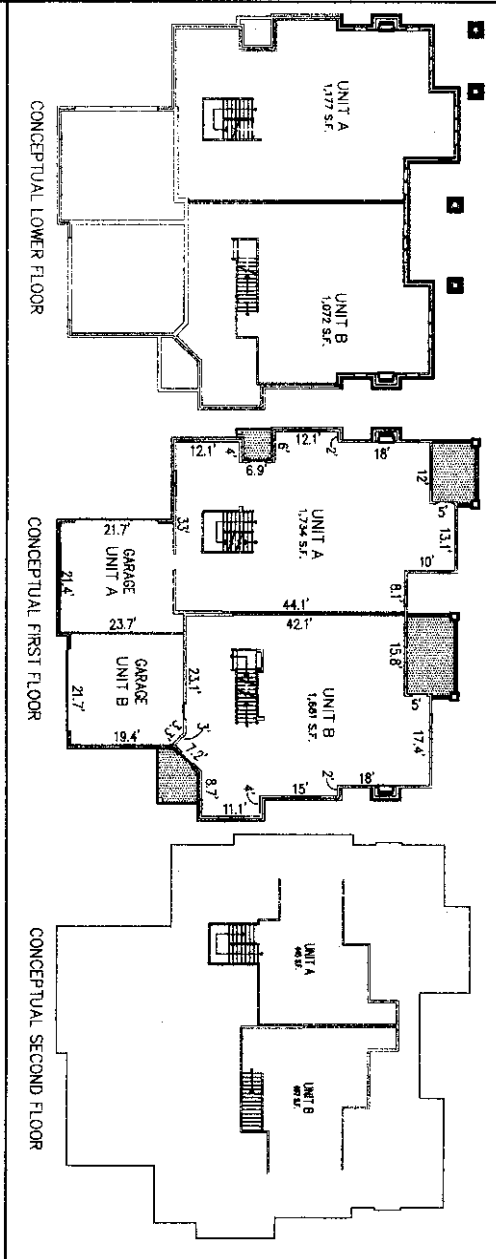
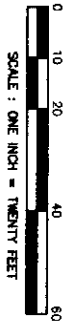
RECORDING DATA

CERTIFICATE OF REGISTER OF DEEDS

Received for recording this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M. and recorded in Volume \_\_\_\_\_ of Condominium Plats, on pages \_\_\_\_\_

Jane Light, Dane County Register of Deeds

**SANDHILL HOMES, A CONDOMINIUM PLAT**  
 THAT PORTION OF OUTLOT 120 OF THE ASSESSOR'S PLAT OF MIDDLETON, LOCATED IN  
 SE 1/4 OF SECTION 11, TOWNSHIP 8 NORTH, RANGE 7 EAST, CITY OF MIDDLETON,  
 DANE COUNTY, WISCONSIN



**RECORDING DATA**

RECEIVED FOR RECORDING THIS 20th day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M. and recorded in Volume \_\_\_\_\_ of Condominium Plats, on pages \_\_\_\_\_

June Light, Dane County Register of Deeds

