

# SLEEPY HOLLOW TOWNHOMES CONDOMINIUM PLAT

## DANE COUNTY, WISCONSIN

### WILLIAMSON SURVEYING CO., INC



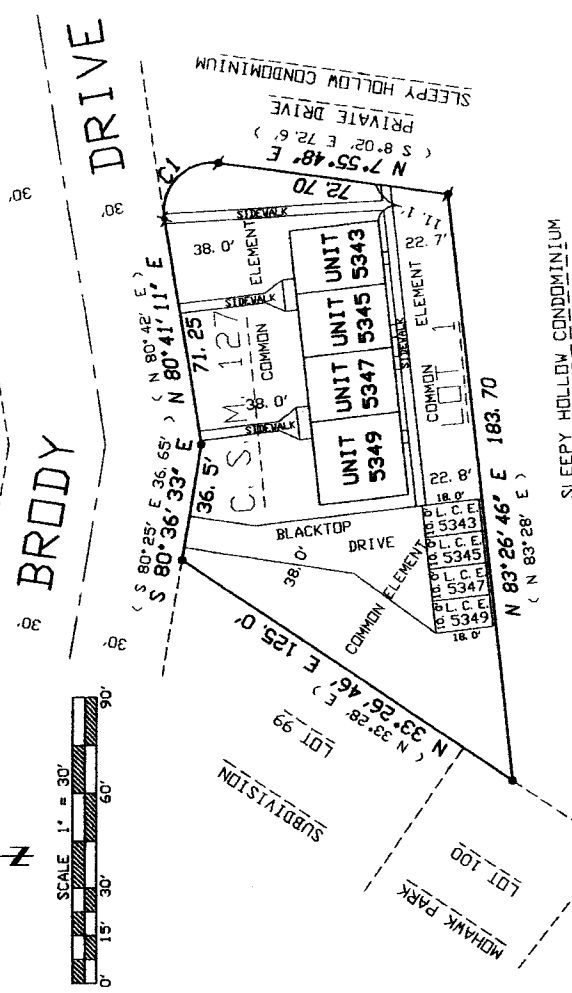
#### SURVEYOR'S CERTIFICATE:

I, RONALD E. WILLIAMSON, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND IDENTIFICATION AND LOCATION OF THE UNITS AND THE COMMON AND LIMITED COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT.

Williamson Surveying Co. Inc.  
by Ronald E. Williamson

*Ronald E. Williamson*  
DATE: February 28, 2006  
RONALD E. WILLIAMSON S-1264  
PRESIDENT

CURVE	DELTA	RADIUS	CHORD LENGTH	CHORD BEARING
C1	107°32'12"	15.00	24.20	S 45°41'31" E



#### DESCRIPTION

LOT 1, CERTIFIED SURVEY MAP NO. 127, CITY OF MADISON, DANE COUNTY, WISCONSIN.

#### NOTES:

- 1.) THIS PARCEL IS SUBJECT TO ANY AND ALL EASEMENTS AND AGREEMENTS, RECORDED AND UNRECORDED.
- 2.) ALL OTHER AREAS NOT DESIGNATED AS LIMITED COMMON ELEMENT, IS A COMMON ELEMENT.
- 3.) PARKING STALLS ARE LIMITED COMMON ELEMENT (L. C. E.)
- 4.) AREA = 13,936 SQ. FT. OR 0.32 ACRES

RECEIVED FOR RECORDING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, AT \_\_\_\_\_ O' CLOCK \_\_\_\_\_ M. AND RECORDED IN VOLUME \_\_\_\_\_ OF \_\_\_\_\_, ON PAGES \_\_\_\_\_ AND \_\_\_\_\_

DOCUMENT NO. \_\_\_\_\_ REGISTER OF DEEDS \_\_\_\_\_

#### LEGEND:

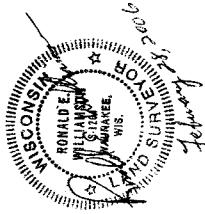
- ✕ = FOUND 3/4" REBAR
- = FOUND 1" PIPE
- ★ = FOUND CHISEL "X"
- <##> = RECORDED AS

# SLEEPY HOLLOW TOWNHOMES CONDOMINIUM PLAT

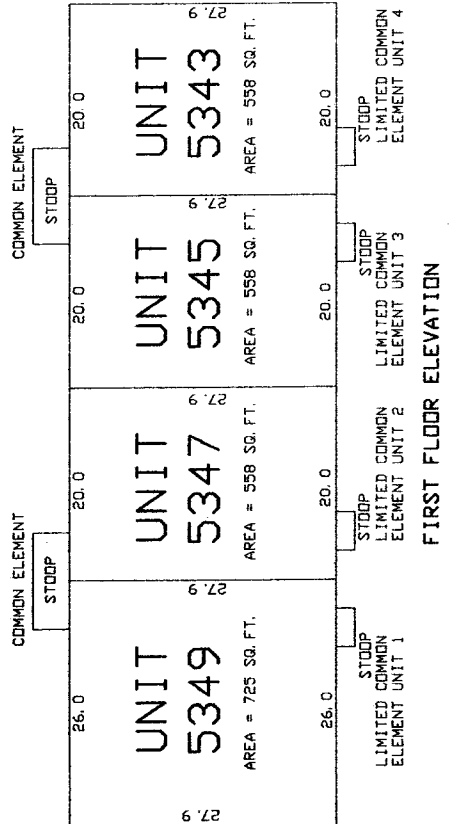
DANE COUNTY, WISCONSIN  
WILLIAMSON SURVEYING CO., INC

SCALE 1' = 10'

26.0	20.0	20.0	20.0	20.0
UNIT 5349	UNIT 5347	UNIT 5345	UNIT 5343	
AREA = 725 SQ. FT.	AREA = 558 SQ. FT.	AREA = 558 SQ. FT.	AREA = 558 SQ. FT.	
27.9	27.9	27.9	27.9	20.0



## BASEMENT ELEVATION



**EXHIBIT III**

**Appurtenant Common Element Ownership**

<b><u>Unit Number</u></b>	<b><u>Common Element Ownership</u></b>	<b><u>Share of Common Expenses</u></b>
Unit 5343	25%	25%
Unit 5345	25%	25%
Unit 5347	25%	25%
Unit 5349	25%	25%
Total	<hr/> 100%	<hr/> 100%

**SLEEPY HOLLOW TOWNHOMES CONDOMINIUM, INC.**

**Articles of Incorporation**

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## ARTICLES OF INCORPORATION – NONSTOCK CORPORATION

(NOTE: Do not use this form for organizing a for-profit business corporation. Use Form 2)

Executed by the undersigned for the purpose of forming a Wisconsin nonstock corporation under Ch. 181 of the Wisconsin Statutes, repealed and recreated by 1997 Wisconsin Act 79:

Article 1. Name of the corporation: Sleepy Hollow Townhomes Condominium, Inc.  
(Must include "Inc." or similar word. See Instructions)

Article 2. The corporation is organized under Ch. 181 of the Wisconsin Statutes.

Article 3. Name of the initial registered agent: Jay Bruner

Article 4. Street address of the initial registered office: (The complete address, including street and number, if assigned, and ZIP code. P O Box address may be included as part of the address, but is insufficient alone.)

632 Struck Street  
Madison, WI 53719

Article 5. Mailing address of the initial principal office: 632 Struck Street  
Madison, WI 53719

Article 6. (Select and mark (X) one of the statements below)

The corporation will have members. OR  The corporation will not have members.

(OPTIONAL) Article 7. Name and address of the initial directors (minimum of three):

Jay Bruner  
632 Struck Street  
Madison, WI 53719

Sally Bruner  
632 Struck Street  
Madison, WI 53719

Dan Sheffield  
632 Struck Street  
Madison, WI 53719

**FILING FEE - \$35.00** See instructions, suggestions, and procedures on following pages.

DFI/CORP/102(R11/02) Use of this form is voluntary.

1 of 3

(OPTIONAL) Article 8. The purpose or purposes for which the corporation is organized:

To operate as a Condominium Owners Association under Wis. Stat. Section 703.15 (2003-04) as amended from time to time.

Article 9. Name and complete address of each incorporator:

Jay Bruner  
632 Struck Street  
Madison, WI 53719

\_\_\_\_\_  
Incorporator's signature

\_\_\_\_\_  
Incorporator's signature

This document was drafted by \_\_\_\_\_  
Attorney Robert W. Kuehling  
(Name the individual who drafted the document)

OPTIONAL – Second choice corporate name if first choice is not available: \_\_\_\_\_

**INSTRUCTIONS** (Ref. sec. 181.0202 Wis. Stats. for document content)

Submit one original and one exact copy to Department of Financial Institutions, P O Box 7846, Madison WI, 53707-7846, together with the appropriate **FILING FEE of \$35**. (If sent by Express or Priority U.S. mail, address to 345 W. Washington Ave., 3<sup>rd</sup> Floor, Madison WI, 53703). Sign the document manually or otherwise as allowed under sec. 181.0120(2), Wis. Stats. **NOTICE:** This form may be used to accomplish a filing required or permitted by statute to be made with the department. Information requested may be used for secondary purposes. If you have any questions, please contact the Division of Corporate & Consumer Services at 608-261-7577. Hearing-impaired may call 608-266-8818 for TTY. This document can be made available in alternate formats upon request to qualifying individuals with disabilities.

Article 1. The name must contain "corporation", "incorporated", "company", or "limited" or the abbreviation "corp.", "inc.", "co." or "ltd." or comparable words or abbreviations in another language. If you wish to provide a second choice name that you would accept if your first choice is not available, enter it in the "Optional" area on page 2.

Article 2. This statement is required by sec. 181.0202(1)(a).

Articles 3 & 4. The corporation must have a registered agent located at a registered office in Wisconsin. The address of the registered office is to describe the physical location where the registered agent maintains their business office. Set forth the street number and name, city and ZIP code in Wisconsin.

## ARTICLES OF INCORPORATION

Nonstock Corporation

F

Attorney Robert W. Kuehling  
Kuehling & Kuehling LLC  
131 W. Wilson Street, Suite 501  
Madison, WI 53703

L

◆ Your name, return address and phone number during the day: ( 608 ) 257 - 1918

### INSTRUCTIONS (Continued)

Articles 3 & 4. (Cont'd) P O Box addresses may be included as part of the address, but are insufficient alone. The corporation may not name itself as its own registered agent.

Article 5. The articles of incorporation must set forth the address of the corporation's principal office. "Principal office" means the office, whether in or outside Wisconsin, in which are located its principal executive offices.

Article 6. Select and check the appropriate box in article 5 to indicate if the corporation will or will not have members. A "member" means a person who has membership rights in a corporation in accordance with its articles of incorporation or bylaws.

Articles 7 & 8. These articles (or others you may wish to add) are provided for optional information that you may elect to include, such as the name and address of the initial directors, a purposes clause, tax-exempt provisions, etc. Do not include by-laws, as the department does not accept by-laws for record. Extensive additional provisions may make use of this pre-printed form impractical. If you elect to draft your own articles of incorporation, do not also submit the pre-printed form. (NOTE: *Corporations expecting to apply to Internal Revenue Service for federal TAX-EXEMPT STATUS are advised to obtain and read IRS Publication 557 "Tax-Exempt Status for Your Organization" before preparing these articles of incorporation, as the articles must contain particular language and provisions to meet federal tax code requirements.*)

Article 9. Enter the name and complete address of each incorporator. There may be one or more incorporators. At least one incorporator is required to sign the document, although all incorporators may sign.

No certificate of incorporation will be issued. The "FILED" endorsement applied to this document by the Department of Financial Institutions is evidence that the articles of incorporation have been accepted. One or more "Received" endorsements may appear on the document, but do not indicate its acceptance for filing.

If the document is executed in Wisconsin, sec. 182.01(3) provides that it shall not be filed unless the name of the person (individual) who drafted it is printed, typewritten or stamped thereon in a legible manner. If the document is not executed in Wisconsin, enter that remark.

**SLEEPY HOLLOW TOWNHOMES CONDOMINIUM, INC.**

**By-Laws**

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**BY-LAWS**  
**of**  
**SLEEPY HOLLOW TOWNHOMES CONDOMINIUM, INC.**

The following By-Laws apply to Sleepy Hollow Townhomes Condominium, created by a Declaration of Condominium recorded in Volume \_\_\_\_\_ of Records, beginning on page \_\_\_\_\_ and a Condominium Plat recorded in Volume \_\_\_\_\_ of Condominium Plats, beginning at page \_\_\_\_\_ in the Office of the Register of Deeds for Dane County, Wisconsin. These By-Laws incorporate by reference the said Declaration of Condominium and Condominium Plat, the Articles of Incorporation of Sleepy Hollow Townhomes Condominium Association, Inc., and the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes (2003-04). The By-Laws are intended to provide the structure necessary for the operation and maintenance of the Common Elements of the Condominium, to control and regulate the use and enjoyment of the Condominium for the benefit of all persons authorized to use it, to establish the procedure for the levy and collection of assessments to finance the operations of the Association, and to permit Unit Owners to participate through a democratic structure in this process of maintenance, operation, financing and control.

**SECTION I**  
**NAME, FORM OF ADMINISTRATION, ADDRESS**

1.01 Name. The name of the Association created herein is Sleepy Hollow Townhomes Condominium, Inc. and is referred to herein as the Association.

1.02 Form of Administration. The Association is incorporated as a Wisconsin non-stock corporation under Chapter 181, Wisconsin Statutes (2003-04). Policy control of the Association, except as otherwise provided herein, is vested in a Board of Directors to be elected by the members in accordance with Section III hereof. The Manager, retained by the Board of Directors, is responsible for implementation of the policy decisions of the Board and operates under its supervision and control.

1.03 Address. The initial address of the Association and its principal office is 632 Struck Street, Madison, Wi. 53719.

**SECTION II**  
**MEMBERS, RIGHTS AND OBLIGATIONS, MEETINGS**

2.01 Members. All Unit Owners in the Condominium are, by the fact of ownership of their Unit, members of the Association. As such they are granted all rights and subject to all obligations of membership as created herein.

- (1) Upon conveyance or other transfer of a Unit Owner's interest in a Unit, the transferor ceases to be a member of the Association and the transferee becomes a member. The Association shall maintain a roster of the names and addresses of all Unit Owners and upon conveyance or other transfer it shall be the responsibility of the transferee to notify the Association of the information necessary to keep the roster current.

- (2) The Association shall also maintain a roster of holders of a security interests in Units and shall provide such notices regarding the Unit encumbered and the condominium as a Unit mortgagee requests or the law requires. Unit owners are responsible for providing the information necessary to keep this roster current.

2.02 Annual Meeting. The annual meeting of the Association shall be held on the second Monday of January of each year at 7:00 P.M., at a location selected by the Board of Directors.

2.03 Special Meetings. Special meetings may be held at any time on the call of the President or on written request to the Association by owners of not less than 15% of all Units. Special meetings held on written request as provided herein shall be conducted within forty-five (45) days of the date of receipt of the request unless it specifies a longer period.

2.04 Notice of Meeting. The Secretary of the Association shall give written notice of every meeting to every member at least ten (10) days before the date set for such meeting.

- (1) Content of Notice. The notice shall state whether the meeting is an annual or special meeting, the authority for the call of the meeting, the place, date, and hour of the meeting and, where required, the purpose or question to be considered at the meeting.
- (2) Delivery of Notice. The notice shall be given by delivery of a copy to the member personally or by mailing the notice to the member at his address as it appears on the Association's roster, postage prepaid.
- (3) Failure to Receive Notice. If notice is given as provided hereunder, the failure of any member to receive actual notice shall not invalidate the meeting or any proceedings conducted at the meeting.
- (4) Holders of Security Interests. Upon written request to the Secretary of the Association, the holder of any recorded security interest in any Unit in the Condominium may obtain a copy of any notice permitted or required to be given by these By-Laws from the date of receipt of the request until such request is withdrawn or the security interest is discharged of record. Notice shall be given to all holders of security interests of proposed amendments to the Declaration.

2.05 Quorum. The presence of a majority of Unit votes whether in person or by proxy constitutes a quorum.

2.06 Voting. Voting is on the basis of Unit Votes. Each Unit is entitled to cast one indivisible vote without regard to the number of persons who have an ownership interest in the Unit. The vote for each Unit may be cast as agreed by the persons who have an ownership interest in the Unit and if any 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 that Unit.

- (1) Proxies. A member may give another person authority to represent him and vote on his behalf at meetings of the Association. Such proxy must be in writing, dated and signed by the member, and filed with the Secretary. Except for a proxy to a mortgagee or lessee of the Unit involved, no proxy is valid for more than 180 days after its date, however a member may renew his proxy by filing a new proxy or a renewal of the existing proxy with the Secretary. A proxy may grant full or limited voting rights and may contain instructions, which shall be binding on the proxy holder.
- (2) Representatives. Any personal representative, executor or administrator of the estate of any member, or guardian or trustee for any member, may exercise such member's voting rights. Such person shall file an affidavit or other proof of his status with the Secretary.
- (3) Suspension. Voting rights may be suspended by vote of the Association's Board of Directors in accordance with the Declaration and no person who is not on the Association's roster of Unit Owners may vote unless such person holds a proxy from one who appears on the roster.

2.07 Unanimous Consent Without Meeting. Any action required or permitted by these By-Laws or any provision of law to be taken at a meeting of the Association, may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the members entitled to vote with respect to the subject matter thereof.

2.08 Adjournment. Any meeting of the Association may be adjourned from time to time and to such place and time as may be determined by a majority vote of those present, whether or not a quorum is present. No further announcement of the time or place of the adjourned meeting is required.

2.09 Order of Business. The order of business at all annual meetings is as follows:

- (a) Roll Call
- (b) Proof of Notice of Hearing
- (c) Proof of Quorum
- (d) Reading of Minutes of Preceding Annual Meeting
- (e) Report of Officers
- (f) Report of Committees
- (g) Election of Board of Directors
- (h) Unfinished Business
- (i) New Business
- (j) Approval of Budget
- (k) Adjournment

2.10 Reserved Rights. Election of directors, amendment of the By-Laws, borrowing funds, acquiring or conveying any interest in real estate, final approval of the annual budget, and levying of special assessments are reserved to vote by the members.

### SECTION III BOARD OF DIRECTORS

3.01 Number and Qualification. The affairs of the Association are governed by a Board of Directors composed of three (3) directors. Upon sale by the declarant of 75% of Units (including expansion units). All directors must be Unit Owners.

3.02 Election. Directors are elected by Unit votes at the annual meeting of the Association. Those candidates receiving the greatest number of votes from among the candidates running for the available Board positions shall be elected, notwithstanding the fact that they do not receive a majority of the votes cast. Each Unit has one vote for each vacancy on the Board and cumulative voting shall not be allowed.

3.03 Term of Office. The term of office for each initial director is one year. Directors hold office until their successors are elected and qualified. When the Board of Directors is expanded to five positions, the terms of directors shall be staggered. The two directors receiving the largest number of votes shall serve for three years. The two receiving the next highest number of votes shall serve for two years. The director receiving the fewest votes shall serve for one year. After the expiration of these terms, all directors shall be elected to three year terms (so as to maintain staggered terms).

3.04 Vacancies. Vacancies by the Board of Directors caused by any reason shall be filled by vote of a majority of the remaining directors, even though they may constitute less than a quorum. Each director so elected serves as a director until a successor is elected at the next annual meeting.

3.05 Removal of Directors. Directors may be removed for cause by a majority of the Unit votes at any annual or special meeting, notice of which includes notice of the proposed removal.

3.06 Compensation. No compensation shall be paid to directors for their services as officers or directors.

3.07 Annual Meeting. The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the Association. No notice is necessary to newly-elected directors in order legally to constitute such meeting, provided that a quorum of the directors is present.

3.08 Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly. The time, place and manner of such regular meetings shall be as determined from time to time by resolution of the directors.

3.09 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. The time, place and manner of such meetings is determined by the President.

3.10 Notice. Notice of all meetings of the Board of Directors must be given to each

director, personally, or by mail, at least three (3) days prior to the date of such meeting.

3.11 Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver is deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board is a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice is required and any business may be transacted at such meeting.

3.12 Unanimous Consent Without Meeting. Any action required or permitted by these By-Laws of any provision of law to be taken by the Board of Directors at a meeting may be taken without a meeting, if a consent in writing, setting forth the action taken, is signed by all of the directors then in office.

3.13 Quorum. At all meetings of the Board of Directors, a majority of the directors constitutes a quorum for the transaction of business, and the act of the majority of the directors present at a meeting at which a quorum is present is the act of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

3.14 Open Meetings. Any Unit Owner may attend any annual, regular or special meeting of the Board of Directors.

3.15 Committees. The Board of Directors may by resolution designate one or more committees, each committee to include one or more directors elected by the Board of Directors, which to the extent provided in said resolution as initially adopted, and thereafter amended, shall have and may exercise, when the Board of Directors is not in session, the powers of the Board of Directors in the management of the business and affairs of the Condominium. The Board of Directors may elect one or more of its members to alternate membership of any such committee and such alternate members may take the place of any absent member or members at any meeting of such committee, upon request by the President or upon request by the chairman of such meeting.

3.16 Powers and Duties. The Board of Directors may exercise all powers of the Association not specifically reserved to the members and is responsible for establishing policies for the Association in pursuance of its purposes and supervision of the implementation of these policies by the Manager. The Board of Directors shall retain the Manager.

- (1) Rules. The Board of Directors shall adopt Rules for the regulation of the use and enjoyment of the Condominium.
- (2) Delinquencies. The Board of Directors may set a delinquency charge, stated in terms of a percentage rate not to exceed one percent (1%) per month, on delinquent payments of regular or special assessments.
- (3) Insurance. Hazard insurance maintained by the Association must be maintained

with an insurer licensed in Wisconsin and rated Best's Class VI or better, or Class V if it has a general policyholder's rating of A. Policies may not be subject to contribution or assessment, to special corporate action by the carrier to authorize payment of benefits or to limiting clauses other than insurance conditions on payment of benefits. The insurance maintained by the Association must provide at least ten (10) days' notice to Unit mortgagees or their assigns before a policy is reduced or canceled.

## **SECTION IV OFFICERS**

4.01 Designation. The principal officers of the Association are a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors.

4.02 Election of Officers. The officers of the Association are elected at the annual meeting of the Board of Directors.

4.03 Term. The officers of the Association hold office for a term of one year.

4.04 Removal of Officers. Any elected officer may be removed, with or without cause, by a majority vote of the Directors at any annual, regular or special meeting of the Board, notice of which includes notice of the proposed removal.

4.05 Vacancies. A vacancy in any principal office shall be filled by the Board of Directors.

4.06 President. The President is the principal officer of the Association. He presides at all meetings of the Association and of the board of Directors, and has all of the powers and duties set forth in these By-Laws or delegated to him by the Board of Directors.

4.07 Vice President. The Vice President takes the place of the President and performs his duties whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated to him by the Board of Directors.

4.08 Secretary. The Secretary supervises the taking, preparation and preservation of minutes of all meetings of the Board of Directors or of the Association; serves as teller to count votes at Association meetings; causes all notices required by these By-Laws to be given; certifies copies of the organizational and operational documents of the Condominium, as amended from time to time, upon request; executes other certificates on behalf of the Association, and has other powers and duties as may be delegated to him in the Declaration, by these By-Laws, or by the Board of Directors.

4.09 Treasurer. The Treasurer supervises the keeping of the financial books and records of the Association, causes appropriate notices relating to Common Expenses of the Condominium to be given, supervises the collection of amounts due the Condominium and their



application under the Declaration, By-Laws and policies established by the Board of Directors, and has such other powers and duties as may be delegated to him by these By-Laws or the Board of Directors.

## **SECTION V ASSESSMENTS**

5.01 Common Expenses. All expenditures for the operation, maintenance, repair and restoration of the Common Elements and for the operation of the Association are Common Expenses to be shared by the Unit Owners as set forth in the Declaration.

5.02 Regular Assessments. Regular assessments are those based upon the annual budget of the Condominium prepared by the Treasurer, adopted by the Board of Directors and approved by the members.

- (1) Budget The budget for the forthcoming year shall be adopted by the Board of Directors and distributed with the notice of the annual meeting of members. The members may approve or disapprove the budget in whole but may not amend it. If disapproved, the budget shall be returned to the Board of Directors for further consideration and a special meeting of the members called to approve it before the beginning of the fiscal year. The budget shall include funding for a reserve fund to pay for nonrecurring operating contingencies.
- (2) Assessments Once the budget is adopted, the Treasurer shall allocate to the Units their proportionate share and given notice of the amount due from each Unit which shall be expressed both as an annual amount and in twelve (12) equal monthly installments. The monthly installments are delinquent if not paid before the fifth (5th) day of the month.

5.03 Special Assessments. If unbudgeted expenses for which no reserve has been created are incurred, the members shall hold a special meeting to levy a special assessment to pay these expenses. The special assessment may be in such amount, due and payable at such time and on such terms as the members determine.

5.04 Collection. The Association has all powers given by law, the Declaration or these By-Laws to effect collection of the assessments hereunder.

## **SECTION VI ACCOUNTS; FINANCES**

6.01 Accounts. The Association shall maintain such books and records and establish such financial accounts as required by law and as may be necessary accurately to reflect the condition and actions of the Association. Such books and records are open to inspection by all Unit Owners.

6.02 Audit. The Board of Directors may establish an audit committee, containing at least one Unit Owner who is not a director, to audit the accounts of the Association.

## **SECTION VII LIABILITY OF OFFICERS**

7.01 Exculpation. No director or officer of the Association, in his capacity as director or officer rather than as a Unit Owner, is liable for acts or defaults of any other director, officer or Unit Owner or for any loss sustained by the Association or any member thereof, unless the same has resulted from his own willful misconduct or negligence. Nothing contained in this Section exempts such director or officer from the liabilities and obligations of Unit Owners as provided by these By-Laws.

7.02 Indemnification. Every director and officer of the Association shall be indemnified by the Association against all reasonable costs, expenses and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon him in connection with the claim, action, suit proceeding, investigation, or inquiry of whatever nature in which he may be involved as a party or otherwise by reason of his having been a director or officer of the Association at the time of the incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which he shall be finally adjudged in such action, suit, proceeding, investigation or inquiry to be liable for willful misconduct or negligence toward the Association in the performance of his duties, or in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification is in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law and inures to the benefit of the legal representatives of such person. The Association may insure its obligations under this subsection.

## **SECTION VIII FISCAL YEAR**

8.01 Fiscal Year. The fiscal year of the Association begins on the first day of January in each year and ends on the 31st day of December of the same year.

## **SECTION IX AMENDMENT**

9.01 Amendment. Except as otherwise provided herein, these By-Laws may be amended from time to time by affirmative vote of at least seventy-five percent (75%) of the total Unit votes, at a meeting duly called for the purpose. Any portion of these By-Laws that merely reflect or give priority to the Declaration may not be amended unless the Declaration is similarly amended.

## **SECTION X INTERPRETATION**

10.01 Interpretation. In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect.

10.02 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-Laws, or the intent

of any provision thereof

10.03 Gender: Number. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

# **SLEEPY HOLLOW TOWNHOMES CONDOMINIUM**

## **Rules for the Use of the Condominium**

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## **SLEEPY HOLLOW TOWNHOMES CONDOMINIUM**

### **CONDOMINIUM RULES AND REGULATIONS**

These rules and regulations relating to the use of the Common Elements and units of the Condominium are intended to enhance the general enjoyment of life at the Condominium. These rules supplement, the provision of Wisconsin law, the City of Madison ordinances the Declaration and By-Laws, all of which also regulate the use and enjoyment of the Condominium. They are designed to give Unit Owners the greatest degree of personal freedom consistent with the rights of others using the Condominium. The Rules set forth below are adopted and may be amended by the Board of Directors of the Association.

#### **A. General Use and Occupancy.**

(1) Each of the units shall be occupied and used only for single family residential purposes by the respective owners thereof, their tenants (prior approval of the Board of Directors having been obtained), families, servants and guests and for no other purpose.

(2) The common areas and facilities shall be used only for the purposes for which they are intended. The common areas and facilities shall not be obstructed, littered, defaced or misused in any manner.

(3) No unit owner or occupant shall, except in specifically designated storage areas, place, store or maintain objects of any kind in the walkways, grounds, or other common areas.

(4) Every unit owner or occupant shall at all times keep his unit in a clean and sanitary condition.

(5) Every unit owner or occupant shall observe all laws, ordinances, rules and regulations now or hereafter enacted by either the State of Wisconsin or by the City of Madison or adopted by the Association.

(6) The use of the unit and the undivided interest in the common areas and facilities appurtenant to such unit shall be consistent with existing law and the Declaration of Condominium and the Association's By-Laws.

(7) Unit owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such ways as to be injurious to the reputation of the condominium.

(8) Common walks, lawn areas and other common areas and facilities shall be kept free from rubbish, debris and other unsightly materials.

(9) No outdoor clothes lines may be erected and nothing shall be hung or

exposed on any part of the common areas and facilities, including, but not limited to, patios and decks.

(10) A unit owner shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the exterior walls of his unit, and no sign, awning or shutter shall be affixed to or be placed on the exterior walls or roof, or any part thereof, without the prior consent of the Association.

(11) A Unit owner shall not place, affix, or maintain any signs, posters or bills of any kind whatsoever on the exterior of a unit, or on or about any common area or limited common area.

(12) Unit owners shall not do any work which would jeopardize the soundness or safety of the property, reduce the value thereof or impair any easement.

(13) No unit owner or occupant may alter, change or remove any furniture, furnishings or equipment from the common areas or facilities.

(14) A unit owner shall be liable for the expense of any maintenance, repair or replacement to the common areas and facilities rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees.

#### B. Decks/Patios/Balconies

(1) Decks/Patios/Balconies shall be kept and maintained in orderly and presentable condition and shall not be used as a storage area except for patio furniture.

#### C. Parking and Parking Stalls.

(1) Use of open parking in common areas if any, is limited to unit owners, their guests, invitees and tradesmen. Notice of any violation of this rule will be given by the Manager or Directors, and, if such a violation continues after notice, the cars will be towed off the premises at the expense of the offenders.

(2) Parking areas shall not be used for any mechanical work on vehicles except in an emergency.

(3) Boats, trailers and recreational vehicles shall not be parked overnight in common or limited common areas including the driveway approaches.

(4) Vehicles which are inoperable or offered for sale (for periods extending beyond 24 hours) shall not be parked or stored on the condominium property

#### D. Pets

(1) Livestock, poultry, rabbits, reptiles, birds or other animals shall not be allowed or kept in any part of the building except that one dog and no more than two (2) cats, neutered, spayed and declawed may be kept by the unit owners in their respective units; but shall not be kept, bred or used therein for any commercial purposes. Notwithstanding the foregoing, dogs of the types known as wolf or wolves breed mix, pit bulls, rottweilers or chows, are not allowed. The Association shall have the right to waive the weight limit as to any dog or number of dogs or cats owned by a Purchaser at the time of purchase of a unit. Unit Owners who lease their Unit to Tenants may establish more restrictive pet restrictions.

(2) No pet shall be permitted to cause a nuisance or an unreasonable disturbance. Any pet causing such nuisance or disturbance to any other occupant shall be removed promptly upon the owner being given notice by the Directors.

(3) Any pet shall be carried or kept on leash at all time when not in units.

(4) No pet will be allowed on landscaped common areas unless attended and on leash. Owners shall immediately clean up common areas of all pet feces.

#### E. Architectural Control.

(1) No structural changes or alterations shall be made to any unit without prior written consent of the Board of Directors and any mortgagee holding a mortgage on said unit. This shall not prohibit Unit Owners from alterations to interior partitions walls dividing spaces within a unit.

(2) No unit owner or occupant shall install any wiring, television antenna, machines, air-conditioner units or other equipment whatsoever on or to the decks/patios, or the exterior of the building or protruding through the walls, windows, or roof thereof without the prior written consent of the Board of Directors.

(3) No Unit owner shall make any additions or alterations to any common area or facilities except in accordance with the plans and specifications approved by the Board of Directors.

#### F. Financial Responsibility.

(1) Every owner is responsible for prompt payment of maintenance fees, assessments, fines, or other charges authorized by the Association.

(2) Violation of these rules will be subject to such legal actions initiated by the Board of Directors to enforce these rules as the Board deems appropriate.

(3) The names of owners whose accounts are delinquent over fifteen days or

more shall be duly notified.

(4) Initially and until the same may be changed by the association, monthly condominium fees shall be due on the 1st day of each month in advance. Owners whose monthly fees are received after the 5th day of the month in which due shall be assessed a late fee of \$10.00

G. Exemption.

So long as Declarant is marketing units to initial purchasers, the provisions of these Rules do not apply to Declarant's use of and activity in the Condominium.



## **SLEEPY HOLLOW TOWNHOMES CONDOMINIUM**

### **Management or Employment Contracts**

The Association has not entered into any management or employment contracts.

Bruner Realty & Management, Inc. will manage the Association until all units are conveyed from the Declarant. At that time, all financial records and accounts will be transferred to the Association and the Unit Owners will need to determine whether to retain a manager or self manage the Association.

## SLEEPY HOLLOW TOWNHOMES CONDOMINIUM

### Annual Operating Budget

The following is the projected annual operating budget for the Condominium for its first year of operation:

Insurance	\$1,000.00
Snow Plowing and Removal	500.00
Lawn Care and Maintenance	500.00
Legal/accounting	300.00
General repairs	1,500.00
Reserve	<u>1,000.00</u>
Total	\$4,800.00

The projected monthly maintenance charge for each Unit of Sleepy Hollow Townhomes Condominium, based on this budget, is \$100.00. This operating budget is based on 4 units.

There are no required monthly charges for the use, rental or lease of facilities which are not part of the condominium.

## **SLEEPY HOLLOW TOWNHOMES CONDOMINIUM**

### Leases

There are no leases to which it is anticipated the Unit Owners or the Association will be a party following closing.

## **SLEEPY HOLLOW TOWNHOMES CONDOMINIUM**

### **Expansion**

The Declarant has not reserved the right to add further land, buildings, Units or Common Elements to the Condominium.

## **SLEEPY HOLLOW TOWNHOMES CONDOMINIUM**

### **Map and Floor Plan**

The Condominium Plat attached as Exhibit II to the Declaration of Condominium, provides a map showing the buildings, grounds and other facilities of the Condominium and floor plans of the Units showing room arrangements and dimensions.

## **SLEEPY HOLLOW TOWNHOMES CONDOMINIUM**

### Engineer's Property Report

An engineer's property report prepared by MTT Consultants is attached hereto.