

DOCUMENT NO.

CONDOMINIUM DECLARATION

**CONDOMINIUM DECLARATION OF
HICKORY MEADOWS CONDOMINIUMS**

THIS DECLARATION is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") this 28th day of August, 2001, by Herman Kraus J., Christine M. Kraus and Third Addition to Hickory Grove, LLC (hereinafter referred to as "Declarant").

1. STATEMENT OF DECLARATION.

The purpose of this Declaration is to submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership in the manner provided by the Act and this Declaration.

Declarant hereby declares that it is the sole owner of the real property described in Section 4 hereof, together with all buildings and improvements thereon or to be constructed thereon (hereinafter referred to as "the Property"). The Property is hereby submitted to the condominium form of ownership as provided in the Act and this Declaration. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns and to all parties hereafter having any interest in the Property.

2. NAME AND ADDRESS.

The real estate described in Section 4 and all buildings and improvements thereon and thereto shall be known as **Hickory Meadows Condominiums**. The mailing address of Hickory Meadows Condominiums is 711 Lois Drive, Sun Prairie, WI 53590.

3. EXPANDABLE CONDOMINIUM.

Declarant intends to develop Hickory Meadows Condominiums in phases, so that in addition to the real estate and improvements described in Section 4 and submitted to the condominium form of ownership hereunder, Declarant may declare and add to Hickory Meadows Condominiums certain additional real estate and improvements, in the manner provided in Section 22 herein. Hickory Meadows Condominiums may ultimately consist of a residential condominium of up to eighty-eight (88) condominium units if all proposed expansions are accomplished. In the event such expansions are accomplished, the

DANE COUNTY
REGISTER OF DEEDS

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RECORDING DATA

RETURN TO:

Attorney Francis J. Eustice
Eustice, Laffey & Shellander, S.C.
P.O. Box 590
Sun Prairie, WI 53590-0590

Tax Parcel Nos.:

282-0911-314-7268-2

282-0911-314-7279-2

282-0911-314-7378-2

282-0911-314-7389-2

29/6/01

percentage of undivided ownership interest of each unit owner in the common elements, voting rights, and each owner's share of common expenses, will be changed to include additional unit owners and the additional property and improvements made a part of the condominium.

4. LEGAL DESCRIPTION.

The property subject to this Condominium Declaration is described as:

Lots 268, 269, 278 and 279 of Third Addition to Hickory Grove Estates, City of Sun Prairie, Dane County, Wisconsin.

5. DEFINITION AND DESCRIPTION OF UNITS.

5.1 Number. Sixteen (16) residential condominium units are hereby declared in *Hickory Meadows Condominiums*.

5.2 Definition. A unit is that separate area within a building intended for independent, private use, comprised of one or more cubicles of air at one or more levels of space, having outer boundaries formed by the interior surfaces of the perimeter walls, floor, and ceilings, including the windows, window frames, doors and door frames of the units, as said boundaries are shown in the Condominium Plat attached hereto, together with all fixtures and improvements therein contained. Each unit includes an attached parking garage as a part of the unit, as shown in the Condominium Plat.

5.3 Identification. The units are designated by their respective unit numbers. The unit designations and locations, as well as floor plans for the units, are as set forth in the Condominium Plat attached hereto as EXHIBIT A. The approximate dimensions and floor area of each unit, number of rooms, immediate common elements to which the units have access, post office address, and further details identifying and describing the units are as set forth in the Condominium Plat.

6. DESCRIPTION AND LOCATION OF BUILDINGS.

There shall be four (4) buildings on the real estate described in Section 4 above, which shall each contain four (4) single-family condominium units. The buildings are to be located on the real estate as indicated in the Condominium Plat. The buildings constructed or to be constructed upon the Property will be two (2) stories in height, will include an attached parking garage as a part of each unit, and will be constructed principally as frame buildings. Floor plans of the buildings are attached hereto as a part of the Condominium Plat.

Declarant reserves the right to change the layout, location, dimensions and construction details of the buildings, units and common elements shown on the Condominium Plat which are not yet fully constructed, provided that such changes shall not substantially alter the nature and quality of the buildings and units and conform to the approved Condominium Plat.

7. COMMON ELEMENTS AND FACILITIES.

7.1 Description. The common elements and facilities shall consist of all of Hickory Meadows Condominiums, improvements and appurtenances, except the individual units and fixtures therein, as defined hereunder, and shall include, without limitation, the land on which the buildings are located; private roads and driveways; outdoor parking areas (except parking spaces immediately in front of garage doors); common sidewalks and walkways; building structures and exteriors; exterior walls; building roofs; foundations; pipes; ducts; electrical wiring and conduits; utility services; public utility lines; master communication/television cable or antenna and lines; and the landscaping comprising or which may comprise the condominium property.

7.2 Easements. Each unit owner shall have an easement to the space between the interior and exterior walls or common walls of his unit for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls, and the like, where space between the walls may be necessary for such uses, provided that the unit owner shall do nothing to impair the structural integrity of the building, and provided further that the common elements and facilities be restored to their former condition by the unit owner at said owner's expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the unit owners and the Association of Unit Owners (hereinafter described) for the installation, maintenance and repair of common utility services in and on any part of the common elements and units.

8. LIMITED COMMON ELEMENTS.

8.1 Description. A portion of the common elements and facilities are designated as "limited common elements," as shown in the Condominium Plat. Such limited common elements shall be reserved for the exclusive use of the owner or occupant of the unit to which they are appurtenant, to the exclusion of all other units in the condominium. Such limited common elements consist of the exterior patios and decks, driveway parking spaces immediately in front of garage doors, front entryways and porches and such other limited common elements as may be identified in the Condominium Plat.

8.2 Use. The manner of use of the limited common elements shall be governed by the Bylaws of, and such rules and regulations as may be established by, the Association of Unit Owners, and no unit owner shall alter, remove, repair, paint, decorate, landscape or adorn any limited common element, or permit such, in any manner contrary to such Bylaws and rules and regulations. No major or structural changes or alterations shall be made by any unit owner to any of the limited common elements without the prior written approval of the Association, which approval may be given upon such terms and conditions as the Association deems appropriate.

9. OWNERSHIP OF UNIT AND PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

Each unit owner shall own a fee simple interest in his or her condominium unit. Each unit owner shall also own an undivided interest in the common elements and facilities and limited common elements in Hickory Meadows Condominiums as a tenant in common with all other unit owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the common elements and facilities and limited common elements for all purposes incident to the use and occupancy of his or her unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with his or her unit.

The percentage of such undivided ownership interest in the common elements and facilities and limited common elements relating to each unit and its owner for all purposes, including ownership, voting, and proportionate payment of common expenses, shall be equal, and shall be as follows:

UNIT NUMBER	PERCENTAGE OWNERSHIP
1061	6.25%
1062	6.25%
1063	6.25%
1064	6.25%
1069	6.25%
1066	6.25%
1067	6.25%
1068	6.25%
1081	6.25%
1082	6.25%
1083	6.25%
1084	6.25%
1171	6.25%
1173	6.25%
1211	6.25%
1213	6.25%
Total	100.00 %

10. ASSOCIATION OF UNIT OWNERS.

10.1 Membership, Duties and Obligations. All unit owners shall be entitled and required to be a member of an association of unit owners to be known as Hickory Meadows Condominiums Association, Ltd. (hereinafter "Association") which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the common elements and facilities and limited common

elements. Such Association shall be incorporated as a non-profit corporation under the laws of the State of Wisconsin. Each unit owner and the occupants of the units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration, Bylaws and the rules and regulations of the Association.

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10.2 Voting Rights. Each unit shall be entitled to one (1) vote at meetings of the Association. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association, however, in the absence of such certificate, any one of the unit owners may vote provided none of the other owners of that unit object. If the owners of a Unit cannot agree on how to vote, such Unit shall lose its vote for the particular item voted upon. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by a duly authorized officer of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by the owner thereof at any time. There shall be no cumulative voting. The Declarant shall be entitled to cast the votes pertaining to any unit or units declared as a part of the condominium but not constructed or sold until such time as the respective units are constructed and sold by Declarant or its successors or assigns.

The respective rights, qualifications and obligations of the members shall be as set forth in the Bylaws of the Association.

10.3 Declarant Control.

10.3.1 Termination of Declarant Control. Except as provided in Section 10.3.2, Declarant may authorize the Declarant or persons designated by the Declarant to appoint and remove the officers of the Association or to exercise the powers and responsibilities otherwise assigned by the Declaration or Chapter 703, Wis. Stats. to the Association or its officers until the earlier of any of the following: (a) ten (10) years in the case of an expandable condominium; (b) three (3) years in the case of any other condominium; (c) thirty (30) days after the conveyance of seventy-five percent (75%) of the common element interest to purchasers; or (d) until such earlier time as may be determined by Declarant, subject in each case to provisions of the Act. The period of Declarant Control begins on the date that the first condominium unit is conveyed by Declarant to any person other than the Declarant. The percentage in (c) above shall be calculated with the assumption that all units to be completed are included in the Condominium. Each owner of a condominium unit in Hickory Meadows Condominiums shall be deemed by acceptance of any deed to any unit to agree, approve, and consent to the right of Declarant to so control the Association and each such owner hereby gives Declarant an irrevocable proxy to vote their interest until the end of the Declarant Control period defined in this paragraph.

10.3.2 Election of Directors by Unit Owners. Prior to the conveyance of 25% of the common element interest to purchasers, the Association shall hold a meeting

and the unit owners other than the Declarant shall elect at least 25% of the directors of the executive board. Prior to the conveyance of 50% of the common element interest to purchasers, an association shall hold a meeting and the unit owners other than the Declarant shall elect at least 33 1/3% of the directors of the executive board.

10.4 Association Personnel. The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the condominium. The Association may contract for common services or utilities as may be required for each unit.

10.5 Association Records. The Association shall have current copies of this Declaration, the Articles of Incorporation and the Bylaws of the Association, the Condominium Plat, any rules or regulations affecting Hickory Meadows Condominiums, and the Association's books, records and financial statements, available for inspection during normal business hours by unit owners or by holders, insurers or guarantors of first mortgages secured by condominium units in Hickory Meadows Condominiums. Upon written request, the Association shall provide a written financial statement for the preceding fiscal year to any such holder, insurer or guarantor.

11. RESERVED FOR FUTURE USE.

12. REPAIRS AND MAINTENANCE.

12.1 Individual Units. Each unit owner shall be responsible for keeping the interior of his/her unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for interior decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the unit, all as is more fully set forth in the Bylaws of the Association. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each unit owner shall be responsible for the maintenance, repair or replacement of any doors and windows (including replacement of broken glass), patio doors, screens and screening, lighting fixtures, refrigerators, ranges, heating and air conditioning equipment, including appurtenant compressor and equipment, plumbing lines and fixtures, dishwashers, disposals, laundry equipment such as washers and dryers, water heaters, interior electrical wiring and fixtures, door bells, or other equipment which may be in, or connect with, the unit or the limited common elements appurtenant to the unit. For purposes of uniformity of external appearance and quality, the Association may specify the type, color and quality of materials to be used in replacing, repairing, painting or maintaining external fixtures such as entry doors, garage doors, patio doors, windows, screens, screening, lighting fixtures and other items which may be determined from time to time by the Board of Directors of the Association. It is the owners responsibility to verify Association approval prior to any repairs or replacement.

12.2 Common Elements and Facilities. The Association shall be responsible for the management and control of the common elements and facilities and limited common elements, and shall cause the same to be kept in good, clean, attractive and sanitary

condition, order, and repair. Without in any way limiting the foregoing, this shall include all routine painting, repair, and maintenance of building exteriors, including walls and roof, exterior entry doors and garage doors, repair and maintenance of the storm sewer, sanitary sewer, water, electric, telephone, gas, cable t.v., and other utilities in the common elements (to the extent not repaired and maintained by the utility suppliers and to the extent not required to be maintained by the Unit owners), roads, walkways and driveways, lawns and landscaping, as is all more fully set forth in the Bylaws. Repair and maintenance shall include snow removal and lighting of the driveways, roadways and walkways. No parking shall be permitted on any street or other common element except in designated parking spaces. Parking spaces in Common Elements may not be occupied by any vehicle for more than 48 consecutive hours. All expenses of maintenance of the common elements and facilities shall be a common expense of the Association. In the event any repair or maintenance of the common elements is necessitated by reason of the negligence or misuse of a unit owner or the guest or agent of a unit owner, such expense shall be charged and specially assessed against the responsible unit owner and his/her unit.

The Association shall have control over all additions, improvements and alterations to common elements and limited common elements. Individual unit owners may make alterations or additions to common or limited common elements only upon application to and prior written approval by the Association. Individual unit owners shall be responsible at their sole expense for maintenance, repair and upkeep of all such individual additions, improvements, alterations and changes made to the common or limited common elements.

12.3 Limited Common Elements. Each unit owner shall keep the limited common elements appurtenant to such owner's unit, as defined in Section 8 hereof and as described in the Condominium plat, in a good, clean, sanitary and attractive condition.

12.4 Prohibition Against Structural Changes by Owner. A unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to his/her unit, or in or to the exterior of any building or any common or limited common elements and facilities, or make or install any improvements or equipment which may affect other units or the owners of other units. A unit owner shall not perform, or allow to be performed, any act or work which will impair the structural soundness or integrity of the buildings or units, or the safety of the Property, or impair any easement or property right, without the prior written consent of the Association.

12.5 Entry for Repairs. The Association may enter any unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair or for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the owners, except in the case of an emergency when injury or property damage will result from delayed entry, and with as little inconvenience to the owners as practicable, and any damage caused thereby shall be repaired by the Association and treated as a common expense except as allocable to an individual unit or units in the discretion of the Board of Directors.

12.6 Decorating. Each unit owner shall have the exclusive right to carpet, paint, repaint, tile, paper or otherwise refurbish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his/her unit and all walls, ceilings, floors and doors within such boundaries, and to erect partition walls of a non-structural nature within the unit.

13. RELOCATION OF BOUNDARIES/SUBDIVISION

13.1 Relocation of Boundaries. Unit owners in Hickory Meadows Condominiums may not relocate unit boundaries between adjoining units, except upon prior written approval of all other unit owners and upon strict compliance with the provisions hereof and the Act. The requesting unit owners shall pay all expenses incurred in connection with the relocation of boundaries.

13.2 No Subdivision. No unit in Hickory Meadows Condominiums may be subdivided or separated, except that units which have relocated boundaries in accordance with the foregoing provisions may thereafter be separated, provided that no resulting unit shall be smaller in square footage or percentage of undivided interest in the common elements than the units as originally declared by this Declaration. The procedures for separation of units which have relocated boundaries shall be as stated in the Act.

14. DESTRUCTION AND RECONSTRUCTION.

In the event of partial or total damage or destruction of a building or buildings or any other part of the common elements, such shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, so as to be compatible with the remainder of the condominium. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction, as provided in Section 15 hereof. However, if the repair or reconstruction of the damage or destruction would exceed available insurance proceeds by more than 10%, within 90 days of the date of the damage or destruction, the Association may determine not to rebuild or repair by written consent of at least 75% of the votes in the Association (such written consent is not effective unless approved by the mortgagee of the unit, if any). In such event, the Property shall be subject to an action for partition and shall be partitioned pursuant to §703.18 of the Wisconsin Statutes, providing for distribution of net proceeds of sale of the Property and net proceeds of insurance in proportion to the undivided percentage ownership interests in the common elements and in accordance with the priority of interests in each unit.

On reconstruction, the design, plan and specifications of any building or unit may vary from that of the original upon approval of the Association, 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 the location of the buildings and units shall be substantially the same as prior to damage or destruction. If it is determined to repair and rebuild, all costs of repair or reconstruction of Common

