

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

Elements and Limited Common Elements in excess of available insurance proceeds shall be a common expense, and the Association shall have the right to levy assessments as a common expense against all unit owners to the extent that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

15. INSURANCE.

15.1 Units. Individual unit owners shall provide insurance for the interior of their respective units and all fixtures and improvements contained therein. Premiums for such insurance shall be an individual expense of the respective unit owners.

15.2 Common Elements. The Association shall provide and maintain fire and broad form extended coverage insurance on the buildings, improvements, and any other common elements and limited common elements and any portion thereof which are a part of the Property, in an amount not less than the replacement value thereof from time to time. Such insurance shall be obtained in the name of the Association as trustee for each of the unit owners and their respective mortgagees in the percentages established in this Declaration, as their interests may appear. Premiums shall be a common expense.

In the event of partial or total destruction of a building or buildings and the repair or reconstruction of such building or buildings in accordance with Section 14 hereof, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the insurance proceeds together with the net proceeds of sale, shall be distributed to the unit owners and their mortgagees, if any, as their respective interests may appear in the manner provided by the Act.

15.3 Combined Insurance. If insurance coverage is available to combine protection for the Association and the unit owner's individual unit, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost-sharing basis under which the unit owner would be assessed individually for the amount of insurance which he/she directs the Board of Directors to include in such policies for his/her additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any unit owner, at his/her own expense, to provide any additional insurance coverage on his/her improvements or on his/her unit which will not duplicate any insurance provided by the Association of Unit Owners.

15.4 Liability Insurance. The Board of Directors shall also provide public liability insurance covering the common elements and facilities and the limited common elements with respect to all claims commonly insured against in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors shall also provide worker's compensation insurance, directors' and officers' liability insurance and fidelity bonds on such officers and employees in such amounts and with such coverage as is determined by the Board of Directors to be necessary or advisable from time to time.

15.5 Terms of Insurance. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective agents, invitees and guests, and that the insurance cannot be canceled, invalidated nor suspended on account of conduct of any one or more unit owners, or the Association, or their agents, invitees or guests without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of having coverage not less than the replacement cost of the Property.

16. LIABILITY FOR COMMON EXPENSES.

The costs of administration of the Association, insurance, repair, maintenance and other expenses of the buildings, improvements, the common elements and facilities and limited common elements, including sewer and water systems, private roads, common services provided to the unit owners such as professional management services, snow removal, and repair and maintenance of landscaping, walkways, driveways, roads and parking areas, shall be paid for by the Association. The Association shall make assessments against the unit owners and the units for such common expenses in accordance with the percentage of the undivided interest in the common and limited common elements and facilities relating to each unit, in the manner provided in the Bylaws of the Association. No unit owner may exempt himself or herself or his/her unit ownership from liability for his/her contribution toward the common expenses by waiver of the use or enjoyment of any of the common or limited common elements and utilities or services or by abandonment of his/her unit. No conveyance shall relieve the unit owner-grantor or his/her unit of such liability, and he/she shall be jointly, severally and personally liable along with his/her grantee in any such conveyance for the common expenses incurred up to the date of sale, until all expenses charged to his/her unit have been paid.

All assessments, when due, shall immediately become a personal debt of the unit owner and also a lien, until paid, against the unit to which charged, as provided in the Act. Assessments shall be made against the unit owners and the units at the beginning of each fiscal year of the Association to meet estimated common expenses of the Association for the ensuing year; however, if prorated and paid in installments, the assessments shall not be considered due until the respective installment payment dates. In the event of delinquency in payment, the Association may assess penalties and interest, and may accelerate annual assessments remaining unpaid with respect to such delinquent unit for purposes of collection or foreclosure action by the Association. In any action to enforce provisions of this Declaration, or the Bylaws of the Association or to collect fees, assessments, penalties, interest or other amounts due to the Association, the Association shall be entitled to recover all costs of such actions, including attorneys fees, if the Association prevails in part or in full on its claims.

17. PARTITION OF COMMON ELEMENTS AND TIME SHARING PROHIBITED.

17.1 Partition. There shall be no partition of the common elements and facilities and limited common elements through judicial proceedings or otherwise, except as otherwise provided in this Declaration, until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership. Provided, however, that if any unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single unit as between such co-owners as long as no subdivision of the unit occurs. No unit may be subdivided or separated, except as provided in Section 13 herein.

17.2 Time-Sharing. There shall be no time-sharing of any units or common elements or any interest therein in Hickory Meadows Condominiums.

17.3 Rental. All units shall be owner-occupied. No unit shall be rented, except that each unit owner shall have the right to rent their unit for one rental period not to exceed twelve (12) months to allow the unit owner to move and resell the unit. This provision shall not be construed to prohibit an owner from having a person or persons who provide living assistance to the owner living with the owner, regardless of the contractual arrangements. The owner must provide the association with the names and phone number of the tenants and a copy of any written lease. The owner shall be and remain financially responsible to the other owners and the association for any and all financial obligations of the tenants and their guests and invitees the other owners and the Association.

18. CONVEYANCE TO INCLUDE INTERESTS IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

The percentage of undivided interest in the common and limited common elements and facilities shall not be separated from the unit to which it appertains. No unit owner shall execute any deed, mortgage, lease or other instrument affecting title to such unit ownership without including therein both his interest in the unit and his corresponding percentage of ownership in the common and limited common elements and facilities, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein. Nothing in this section, or elsewhere in this Declaration, shall be construed as limiting the right of the Declarant, or any affiliate of the Declarant, to create and convey rights of residency to units owned by the Declarant or any such affiliate.

19. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

19.1 Utilities. Easements are hereby declared and granted for the benefit of the unit owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace water lines and

pipes, sewer lines, gas mains, telephone wires and equipment, master communication/television antenna system or cable wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the common elements and facilities, to service the condominium Property. Easements are also granted as described on the Condominium Plat for water and sanitary sewer, electric, telephone, cable t.v. and natural gas installation, repair and maintenance, subject to the obligation of any such utility to restore the property after any such work, except that municipal utilities shall not be required to restore the surface feature (lawn, pavement, etc.) following necessary repairs.

19.2 Encroachments. In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or construction of any unit, any part of the common elements and facilities, or limited common elements, encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common elements and facilities, or limited common elements, or any portion of any unit encroaches upon any part of any other unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such units so long as all or any part of the building containing such unit shall remain standing, and unit and common element boundaries shall be as provided in the Act. Provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owner or owners of the common elements or facilities, or limited common elements, if such encroachment occurred due to the willful and knowing conduct of said owner or owners.

19.3 Rights of Ingress and Egress. Each unit owner shall have an unrestricted right of ingress and egress to and from his or her unit that shall be perpetual and pass with the unit upon transfers of ownership. No parking shall be permitted on any street, drive or any common element except in designated parking spaces. Parking spaces in Common Elements are for temporary and guest parking and may not be occupied by any vehicle for more than 48 consecutive hours.

19.4 Binding Effect. All easements and rights described in this Section 19 are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all unit owners, purchasers and mortgagees and their heirs, personal representatives, successors and assigns. The Association or the Declarant shall have the authority to execute and record all documents necessary to carry out the intent of this Section 19.

20. RIGHTS OF ACTION; FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER.

20.1 Rights of Action. If any unit owner fails to comply with this Declaration or the Bylaws or decisions made by the Association, the Association or any other unit owner, or the City of Sun Prairie as to violation of Section 17.3, may sue such unit owner for

damages caused by the failure or for injunctive relief. In addition, the Association shall have the enforcement authority contained in the Bylaws of the Association. If a unit owner or the Association prevails in any such action, such owner or the Association shall be entitled to recover the costs of the action including reasonable attorney fees.

20.2 No Waiver. The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a unit owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

21. AMENDMENTS TO DECLARATION.

Except as otherwise provided by the Act with respect to termination of the condominium form of ownership, this Declaration may be amended only with the written consent of unit owners with not less than two-thirds (2/3) of the votes in the Association. A unit owner's written consent is not effective unless it is approved by the mortgagee of the unit, if any. Prior to completion of construction and initial sale of all declared condominium units by Declarant, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Dane County, and a copy of the amendment shall also be mailed or personally delivered to each unit owner at his/her address on file with the Association.

22. EXPANSIONS OF HICKORY MEADOWS CONDOMINIUMS.

22.1 Right to Expand. Declarant hereby reserves the right and option unto itself, its successors or assigns, in its sole discretion, within a period of ten (10) years after the date of recording this Declaration in the office of the Register of Deeds for Dane County, Wisconsin, to expand and add to Hickory Meadows Condominiums, and include as property subject to this Declaration, in any sequence whatsoever, all or any part of the real estate and improvements described and described as Future Phases in the Condominium Plat attached hereto on EXHIBIT B.

In the event of such expansion, Declarant or its successors or assigns shall be entitled to construct on the property described above and to add to Hickory Meadows Condominiums, and submit to the condominium form of ownership hereunder, a maximum of Seventy-two (72) additional condominium units, or any lesser number, and such facilities or amenities as Declarant, its successors or assigns, may deem appropriate, all of which, if constructed, shall be of generally comparable design, construction, quality and appearance as the original buildings constructed and submitted to the condominium form

of ownership hereunder. All improvements intended for each Future Phase shall be constructed in a manner consistent with the initial improvements. Such units shall be located generally as shown in the Condominium Plat, but final location and configuration of the buildings and units shall be at the discretion of the Declarant, as approved by any City, Town or Village Ordinances. Hickory Meadows Condominiums may ultimately consist of a residential condominium of Eighty-eight (88) units if the maximum number of units in the Future Phases are added to the condominium. All units, unit owners and occupants, and the common and limited common elements and facilities of the Future Phases, if and when the Future Phases are added, shall be in all respects subject to the provisions, restrictions, covenants, terms and conditions of the Act, this Declaration, and the Articles and By-Laws of the Association, and such amendments, restrictions, rules and regulations as may be promulgated thereunder.

22.2 Adjustment to Percentage Ownership Common Elements. Upon the effective date of any such expansion, or any one in a series of expansions, the percentage of the aggregate undivided interest in the common elements and facilities and limited common elements relating to each unit and its owners, shall be adjusted and reallocated between all unit owners for purposes of ownership, common surplus, and the proportionate share of common expenses to be paid by each unit, as set forth in Section 9 herein. Such percentages shall pertain to the prior condominium Property as well as the property then added to Hickory Meadows Condominiums. Each unit, including units in any annexation, shall be entitled to one (1) vote in the Association per unit.

22.3 Expansion Amendments. Any such expansion, or series of expansions, shall be accomplished by Declarant in each case through the filing and recording in the office of the Register of Deeds for Dane County, Wisconsin, of (i) an Amendment to this Declaration which shall set forth among other things the legal description of the properties being added to the condominium, and the new percentage interests and voting rights of the unit owners, and (ii) an Amendment to the Condominium Plat which shall include details and information concerning the expansion Property as required in the original Condominium Plat. Such Amendments shall otherwise be in compliance with requirements of the Act, and shall be effective as of the date of recording. Such Amendment or Amendments need not be signed by any person or entity other than the Declarant herein, or its successors or assigns. Except as may be required by applicable law and ordinances, there shall be no limitation on the order in which portions of the Future Phases Property may be added to the condominium, or the determination of the boundaries of such future phases and expansion parcels.

22.4 Existing Mortgages. Upon the effective date of any expansion, the interest of any mortgagee of a unit shall attach to the new percentage interest in the common elements appurtenant to the mortgaged unit.

22.5 Failure to Expand. No portion or portions of the Future Phases Property shall be subject to any of the provisions of the condominium instruments unless and until

an Amendment to the Declaration is recorded by Declarant adding such portion or portions to the condominium. Nothing contained in this Section 22 shall be deemed to place any obligation on the Declarant, its successors or assigns, with respect to accomplishment of any addition of the Future Phases Property to the condominium, or expansion of Hickory Meadows Condominiums, nor shall anything contained herein be deemed to grant or create a right in unit owners under this Declaration with respect to such addition or expansion.

22.6 Easements. Declarant expressly declares, reserves and excepts access and development easements across the roadways and other lands subject to this Declaration from time to time for the benefit of, and as necessary in connection with, the development and use of the Future Phases land owned by the Declarant, its successors and assigns. Included in this reservation are easements for purposes of access and rights-of-ways across Phase I and any expansions thereto for the benefit of Future Phases land owned by Declarant, and as may be necessary in connection with development, construction, sale and use of Future Phases land, which easements shall be effective whether or not the said Future Phases land or any part thereof is ultimately annexed to Springbrook Condominiums. The Declarant shall have the authority to execute and record all documents necessary to carry out the intent of this paragraph. Each unit owner, by acceptance of any deed to any unit hereunder, shall be deemed to grant to the Declarant, its successors and assigns, an irrevocable Power of Attorney, coupled with an interest, to execute and record all documents and legal instruments necessary to implement the provisions and intent of this paragraph. The easements here reserved shall be continuing covenants running with the land subject hereto, and shall become effective upon the first conveyance of all or any part of the condominium Property described in Section 4 above by Declarant.

23. NOTICES.

All notices and other documents required to be given by this Declaration or the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the Agent specified for receipt of Process herein. All owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him, or, in the absence of such address being provided, to the address of that owner's unit.

24. REGISTERED AGENT.

The Registered Agent for the Condominium shall be Herman Kraus, 711 Lois Drive, P.O. Box 388, Sun Prairie, Wisconsin 53590, or such other person or entity as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Department of Financial Institutions of the State of Wisconsin. A designation of a Registered Agent in replacement of said Agent shall be filed by the Association within thirty (30) days after the date Declarant has sold all units in the Condominium, or at such earlier time as may be requested by said Agent. The Association

may designate successors to the Registered Agent by affirmative vote of the unit owners with a majority of the votes present or represented by proxy at a meeting of the Association at which a quorum is in attendance.

25. MORTGAGEE RIGHTS.

25.1 Association notices to mortgagees. The holder, insurer or guarantor of any first mortgage or land contract upon a unit in Hickory Meadows Condominiums ("Mortgagee"), upon the submission of a request to the Association in writing delivered to the Registered Agent, shall be entitled to receive notice from the Association of the following matters:

25.1.1 Default under condominium documents. Written notice as to any default or delinquency in the performance by the individual unit owner who is the Mortgagee's mortgagor as to any obligation under condominium documents, which result or delinquency is not cured within thirty (30) days after written notice of said default or delinquency by the Association to the said mortgagor.

25.1.2 Membership and board of director meetings held for purpose of amending the Declaration, Bylaws or Articles of Incorporation. Written notice of the call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to the Declaration, the Articles of Incorporation of the Association, or the Bylaws of the Association in any material respect. A change to any of the following is considered material hereunder:

- (a) voting rights;
- (b) assessments, assessment liens, or the priority of assessment liens;
- (c) reserves for maintenance and repairs;
- (d) responsibility for maintenance and repairs;
- (e) reallocation of interests in the common or limited common elements;
- (f) redefinition of any unit boundaries;
- (g) expansion or contraction of Hickory Meadows Condominiums, or the addition or withdrawal of Property to or from the same, except the additions by Declarant provided for in this Declaration;
- (h) insurance or fidelity bond;
- (i) leasing of units;
- (j) imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;
- (k) a decision by the Association to establish self-management;
- (l) restoration or repair of Hickory Meadows Condominiums after a hazard damage or partial condemnation in a manner other than that specified in the Declaration;

- (m) any action to terminate the legal status of Hickory Meadows Condominiums after substantial destruction or condemnation occurs; or
- (n) any provisions contained in the Declaration that expressly benefit mortgage holders, insurers or guarantors.

25.1.3 Damage or destruction of common elements exceeding \$50,000. Written notice of any damage or destruction to the common elements of the condominium, including building structures, fixtures and equipment which are a part of the common elements, which is in an aggregate amount exceeding \$50,000, at such time as such damage or destruction is known to the Board of Directors.

25.1.4 Lapse, cancellation or material modification of insurance policies or fidelity bonds. Written notice of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

25.1.5 Actions requiring consent of mortgagees. Written notice of any proposed action that requires the consent of a specified percentage of mortgagees.

25.2 Written consent by mortgagees. Except as provided by the Act in the case of damage to or destruction of any part of or all of the Property, the Association shall not, unless the Mortgagees of at least two-thirds (2/3) of the units (including therein any units which are not mortgaged) have given their prior written consent:

25.2.1 Change to common element percentages. Change the undivided percentage interest in the common elements of the condominium appurtenant to any unit, or the manner of making assessments for common expenses based upon such percentage.

25.2.2 Partition or subdivision of units or common elements. Partition or subdivide any unit or common elements of the condominium, except that with respect to relocation of boundaries as provided in Section 13 herein, approval of the Mortgagees of all affected units need only be obtained.

25.2.3 Termination or encumbrance of common elements. By act or omission seek to abandon or terminate the condominium or encumber or convey any part of the common elements of the condominium.

25.3 Mortgagee request to receive notification. To be entitled to receive notification as provided for herein, the Mortgagee must send a written request to the Registered Agent of the Association, stating its name, address and the unit number or address on which it has a mortgage, insurance policy or guaranty and provide a copy of the mortgage or other instrument under which such claim is made.

25.4 Mortgagee liability for unpaid dues. This sub-section, 25.4, is applicable only if, at the time of granting the mortgage, the Mortgagee is required to meet the eligibility requirements for a condominium project issued by either FNMA or FHLMC. Mortgagee cannot be held liable for more than six (6) months of the unit's unpaid dues in the event of a foreclosure or a deed-in-lieu of foreclosure. The amount of unpaid dues in excess of the six (6) months must be absorbed by the rest of the unit owners.

25.5 Mortgagee dues during actual ownership. Notwithstanding any limitation on Mortgagee's liability for dues set forth herein, all Mortgagees shall be liable for all dues and assessments incurred during their actual ownership of any unit.

26. NUMBER AND GENDER.

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

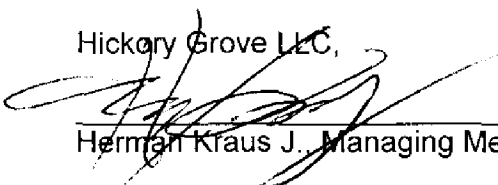
27. CAPTIONS.


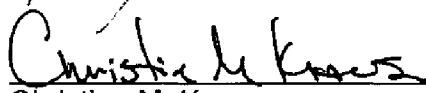
The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions hereof.

28. SEVERABILITY.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or of any other provision hereof.

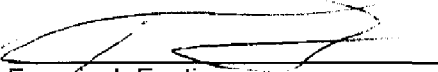
IN WITNESS WHEREOF, the said Third Addition to Hickory Grove, LLC, Declarant, has caused this document to be executed as of the date first set forth above.

Hickory Grove LLC,

Herman Kraus J., Managing Member


Herman Kraus J.

Christine M. Kraus

STATE OF WISCONSIN)
DANE COUNTY) ss.

On this 28th day of August, 2001, personally appeared before me the above named Herman Kraus, known to me to be the person whose name is subscribed to the foregoing Condominium Declaration as President and acknowledged that he executed the same for the purposes therein contained.


Francis J. Eustice
Notary Public, State of Wisconsin
My Commission is permanent.

This instrument was drafted by:
Attorney Francis J. Eustice
Eustice, Laffey & Shellander, S.C.
The Cornerstone, Suite 202
100 Wilburn Road, P.O. Box 590
Sun Prairie, WI 53590
(608) 837-7386

001424

EXHIBIT A

HICKORY MEADOWS CONDOMINIUMS PLAT

HICKORY MEADOWS CONDOMINIUMS

CITY OF SUN PRAIRIE, DANE COUNTY, WISCONSIN

DESCRIBING UNIT DESIGNATION

UNIT NUMBER	UNIT AREA	UNITS AREA	TOTAL UNIT AREA
UNIT 1001	2146.55	324.55	2471.10
UNIT 1002	1860.55	324.55	2185.10
UNIT 1003	1860.55	324.55	2185.10
UNIT 1004	1860.55	324.55	2185.10
UNIT 1005	1860.55	324.55	2185.10
UNIT 1006	1860.55	324.55	2185.10
UNIT 1007	2045.55	324.55	2370.10
UNIT 1008	1860.55	324.55	2185.10
UNIT 1009	1860.55	324.55	2185.10
UNIT 1010	1860.55	324.55	2185.10
UNIT 1011	2045.55	324.55	2370.10
UNIT 1012	1860.55	324.55	2185.10
UNIT 1013	1860.55	324.55	2185.10
UNIT 1014	1860.55	324.55	2185.10
UNIT 1015	1860.55	324.55	2185.10
UNIT 1016	1860.55	324.55	2185.10
UNIT 1017	2045.55	324.55	2370.10
UNIT 1018	1860.55	324.55	2185.10
UNIT 1019	1860.55	324.55	2185.10
UNIT 1020	1860.55	324.55	2185.10
UNIT 1021	1860.55	324.55	2185.10
UNIT 1022	1860.55	324.55	2185.10
UNIT 1023	1860.55	324.55	2185.10
UNIT 1024	1860.55	324.55	2185.10
UNIT 1025	1860.55	324.55	2185.10
UNIT 1026	1860.55	324.55	2185.10
UNIT 1027	1860.55	324.55	2185.10
UNIT 1028	1860.55	324.55	2185.10
UNIT 1029	1860.55	324.55	2185.10
UNIT 1030	1860.55	324.55	2185.10
UNIT 1031	1860.55	324.55	2185.10
UNIT 1032	1860.55	324.55	2185.10
UNIT 1033	1860.55	324.55	2185.10
UNIT 1034	1860.55	324.55	2185.10
UNIT 1035	1860.55	324.55	2185.10
UNIT 1036	1860.55	324.55	2185.10
UNIT 1037	1860.55	324.55	2185.10
UNIT 1038	1860.55	324.55	2185.10
UNIT 1039	1860.55	324.55	2185.10
UNIT 1040	1860.55	324.55	2185.10
UNIT 1041	1860.55	324.55	2185.10
UNIT 1042	1860.55	324.55	2185.10
UNIT 1043	1860.55	324.55	2185.10
UNIT 1044	1860.55	324.55	2185.10
UNIT 1045	1860.55	324.55	2185.10
UNIT 1046	1860.55	324.55	2185.10
UNIT 1047	1860.55	324.55	2185.10
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UNIT 1057	1860.55	324.55	2185.10
UNIT 1058	1860.55	324.55	2185.10
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UNIT 1060	1860.55	324.55	2185.10
UNIT 1061	1860.55	324.55	2185.10
UNIT 1062	1860.55	324.55	2185.10
UNIT 1063	1860.55	324.55	2185.10
UNIT 1064	1860.55	324.55	2185.10
UNIT 1065	1860.55	324.55	2185.10
UNIT 1066	1860.55	324.55	2185.10
UNIT 1067	1860.55	324.55	2185.10
UNIT 1068	1860.55	324.55	2185.10
UNIT 1069	1860.55	324.55	2185.10
UNIT 1070	1860.55	324.55	2185.10
UNIT 1071	1860.55	324.55	2185.10
UNIT 1072	1860.55	324.55	2185.10
UNIT 1073	1860.55	324.55	2185.10
UNIT 1074	1860.55	324.55	2185.10
UNIT 1075	1860.55	324.55	2185.10
UNIT 1076	1860.55	324.55	2185.10
UNIT 1077	1860.55	324.55	2185.10
UNIT 1078	1860.55	324.55	2185.10
UNIT 1079	1860.55	324.55	2185.10
UNIT 1080	1860.55	324.55	2185.10
UNIT 1081	1860.55	324.55	2185.10
UNIT 1082	1860.55	324.55	2185.10
UNIT 1083	1860.55	324.55	2185.10
UNIT 1084	1860.55	324.55	2185.10
UNIT 1085	1860.55	324.55	2185.10
UNIT 1086	1860.55	324.55	2185.10
UNIT 1087	1860.55	324.55	2185.10
UNIT 1088	1860.55	324.55	2185.10
UNIT 1089	1860.55	324.55	2185.10
UNIT 1090	1860.55	324.55	2185.10
UNIT 1091	1860.55	324.55	2185.10
UNIT 1092	1860.55	324.55	2185.10
UNIT 1093	1860.55	324.55	2185.10
UNIT 1094	1860.55	324.55	2185.10
UNIT 1095	1860.55	324.55	2185.10
UNIT 1096	1860.55	324.55	2185.10
UNIT 1097	1860.55	324.55	2185.10
UNIT 1098	1860.55	324.55	2185.10
UNIT 1099	1860.55	324.55	2185.10
UNIT 1100	1860.55	324.55	2185.10

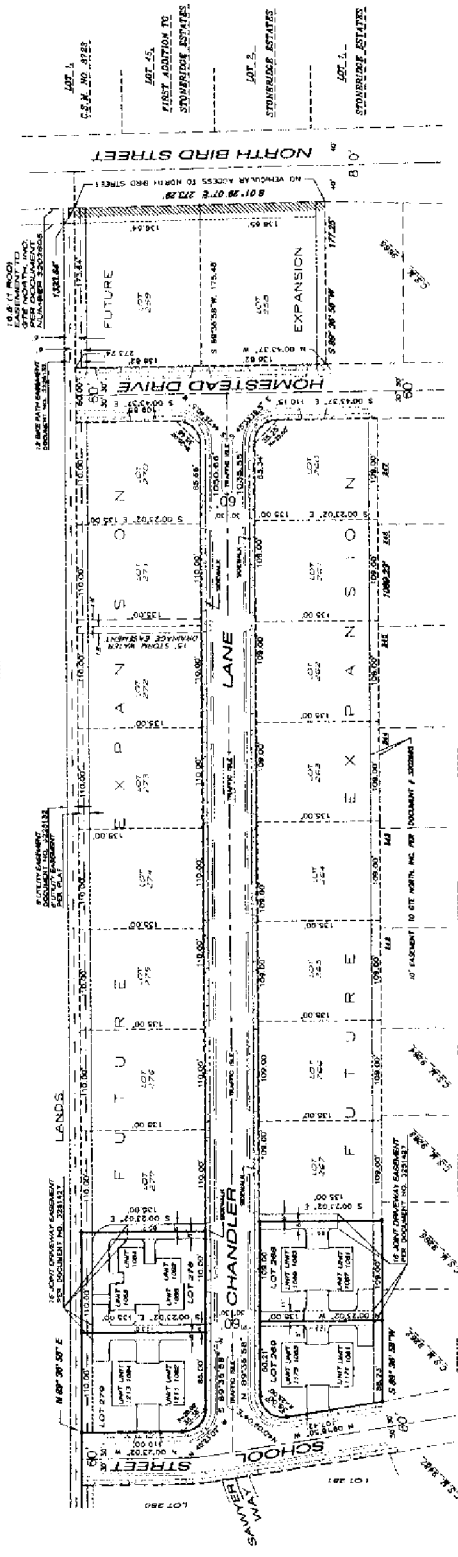
Surveyor's Certificate
 I, Daniel V. Birrenkott, Wisconsin Registered Land Surveyor No. 1531, do hereby certify that the foregoing plat was prepared in accordance with the provisions of Chapter Trans. 10.01, Stats., and that the same is a true and correct representation of the land as surveyed and shown on the ground. The plat is a true and correct representation of the land as surveyed and shown on the ground. The plat is a true and correct representation of the land as surveyed and shown on the ground.

Daniel V. Birrenkott
 Daniel V. Birrenkott, R.L.S. No. 1531



Description of HICKORY MEADOWS CONDOMINIUM
 Lots 206, 208, 276 and 279, part of Third Addition to Hickory Grove Estates, City of Sun Prairie, Dane County, Wisconsin.

Description of HICKORY MEADOWS CONDOMINIUM Future Expansion:
 Lots 258 through 267, and Lots 270 through 277, part of Third Addition to Hickory Grove Estates, City of Sun Prairie, Dane County, Wisconsin.



NOTES:
 1) THIS SURVEY IS SUBJECT TO ANY AND ALL EASEMENTS AND AGREEMENTS RECORDED AND UNRECORDED.
 2) THE DISTURBANCE OF A SURVEY STAKE BY ANYONE IS IN VIOLATION OF SECTION 235.37 OF THE WISCONSIN STATUTES.
 3) BUILDING DIMENSIONS SHOWN ON UNIT FLOOR PLANS ARE PER PLANS PROVIDED.
 4) ALL AREAS AND FEATURES OUTSIDE OF BUILDINGS ARE COMMON ELEMENTS, UNLESS OTHERWISE NOTED ON THE PLAN OR IN THE CONDOMINIUM DECLARATIONS.
 5) PORCHES, DECKS, PATIOS, STAIRS AND WALLS ARE ALL LIMITED COMMON ELEMENTS.
 6) UNIT AREAS ARE APPROXIMATE AND DO NOT SUPERSEDE THE UNIT BOUNDARIES AS SET FORTH IN THE CONDOMINIUM DECLARATIONS.

LEGEND:

- IRON STAKE FOUND
- LCE = LIMITED COMMON ELEMENT
- = 6" UTILITY EASEMENT PER PLAT
- = 12" UTILITY EASEMENT PER PLAT
- = 12" BIKE PATH EASEMENT PER PLAT

RECEIVED FOR RECORDING THIS
 DAY OF _____ M. AND
 2001 AT _____ M. AND
 RECORDED IN VOLUME _____ AS
 OF CONDOMINIUM PLATS ON PAGE _____ AS
 DOCUMENT NUMBER _____

JANE C. LIGHT, REGISTER OF DEEDS,
 DANE COUNTY, WISCONSIN

PREPARED BY:
 WISCONSIN SURVEYING, INC.
 5000 WISCONSIN STREET, INC.
 SUN PRAIRIE, WI 53190
 (608) 837-1000
 (608) 837-1005
 (608) 837-1006

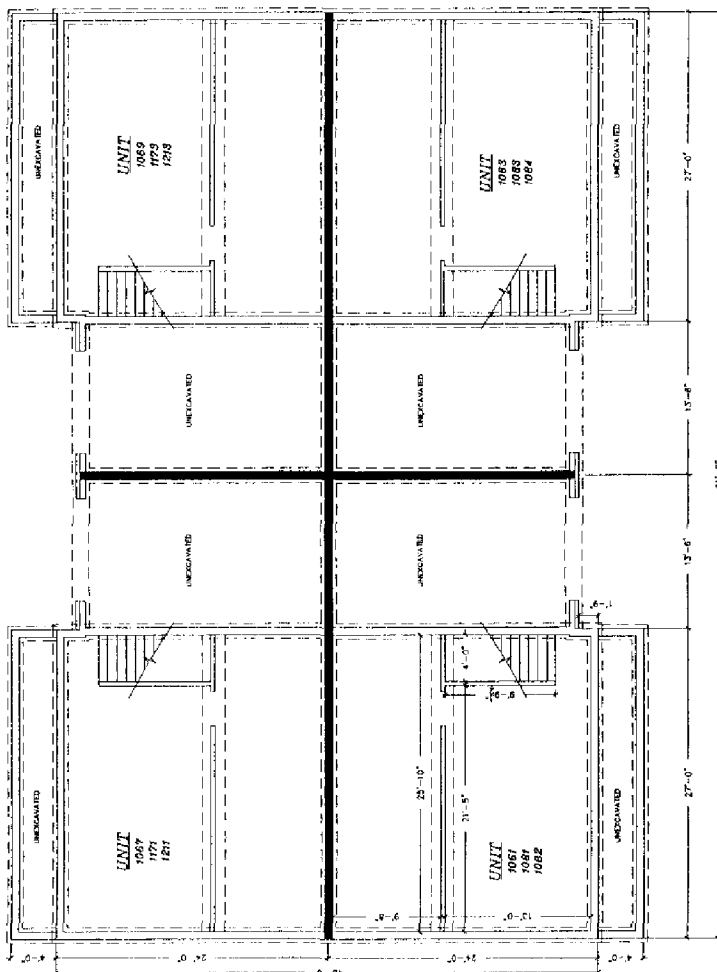
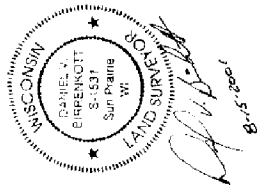
PREPARED FOR:
 7115 S. PRAIRIE
 SUN PRAIRIE, WI 53190
 A TRU HOMERAY APARTS

SHEET 1 OF 8
 OFFICE MAP NO. 010631

HICKORY MEADOWS CONDOMINIUMS

CITY OF SUN PRAIRIE, DADE COUNTY, WISCONSIN

NOTES:
 1. DIMENSIONS AND FEATURES, UNLESS OTHERWISE NOTED, ARE COMMON ELEMENTS UNLESS OTHERWISE NOTED ON THE PLAN OR IN THE DECLARATION.
 2. AREA COMPUTATIONS ARE APPROXIMATE AND DO NOT REPRESENT THE EXACT AREA AS SET FORTH IN THE DECLARATION.
 3. FLOOR PLANS WERE PROVIDED.
 4. DIMENSIONS FOR UNIT 1061 ARE TYPICAL FOR UNITS 1066, 1067, 1068, 1072 AND 1073.
 5. DIMENSIONS FOR UNITS 1062, 1063, 1064, 1065, 1074 AND 1075.



PREPARED BY:
 W. W. HICKORY MEADOWS, INC.
 1877 N. DIXON STREET
 SUN PRAIRIE, WI 53580
 (608) 837-1000
 (608) 837-1003 ext. 201
 (608) 837-1005 ext. 202
 PREPARED FOR:
 TRAVIS HUBERS
 SUN PRAIRIE, WI 53590
 208 S. WISCONSIN
 4TH FLOOR
 SUN PRAIRIE, WI 53590
 OFFICE MAP NO. 0106531

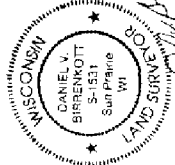
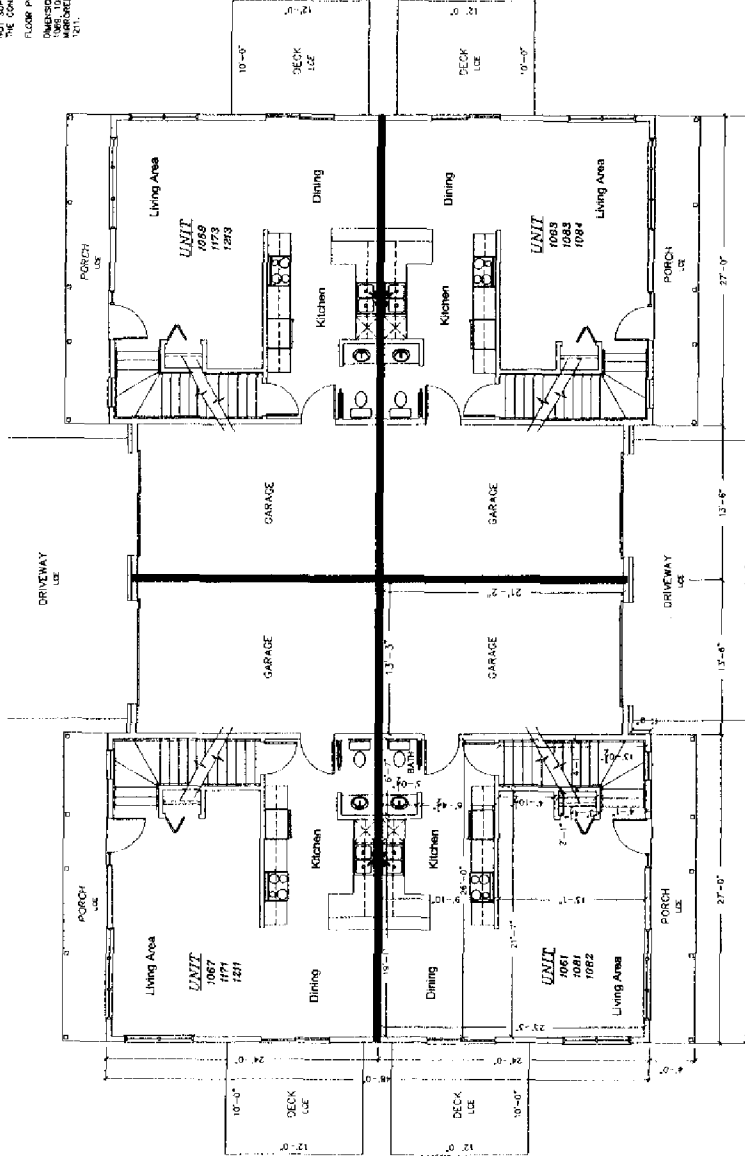
Basement Floor Plan

Scale: 1/8" = 1'-0"

HICKORY MEADOWS CONDOMINIUMS

CITY OF SUN PRAIRIE, DANE COUNTY, WISCONSIN

NOTES:
 ALL AREAS AND FEATURES OUTSIDE OF BUILDINGS
 ARE SHOWN FOR INFORMATION AND NOT TO BE
 CONSIDERED PART OF THE UNIT. DIMENSIONS
 ON THE PLAN OR IN THE DECLARATIONS.
 CDE - UNITS COMMON ELEMENT.
 AREA COMPUTATIONS ARE APPROXIMATE AND DO
 NOT SURPASS UNIT BOUNDARIES AS SET FORTH IN
 THE COMMUNAL DECLARATION.
 FLOOR PLANS WERE PROVIDED.
 DIMENSIONS FOR UNIT 1081 ARE TYPICAL FOR UNITS
 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091 AND
 1092.



PREPARED BY:
 SPINWOOD SURVEYING, INC.
 P.O. BOX 23701, STREET, WISCONSIN
 SUN PRAIRIE, WISCONSIN 53190
 (608) 537-7463 OFFICE
 (608) 537-1081 FAX
 CDE: 1067-1092
 211 W. SUN PRAIRIE AVE., SUITE 200
 SUN PRAIRIE, WISCONSIN 53190

SHEET 4 OF 8
 OFFICE MAP NO. 010631

First Floor Plan

Scale: 1/8" = 1'-0"

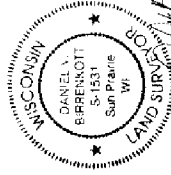
HICKORY MEADOWS CONDOMINIUMS

CITY OF SUN PRAIRIE, DANE COUNTY, WISCONSIN

NOTES:

- ALL AREAS AND FEATURES OUTSIDE OF BALCONIES ARE COMMON ELEMENTS UNLESS OTHERWISE NOTED ON THE PLAN OR IN THE DECLARATIONS.
- NOT TO SCALE UNLESS OTHERWISE NOTED.
- NOT TO BE CONSIDERED AS A PART OF THE CONDOMINIUM DECLARATION.
- FLOOR PLANS WERE PROVIDED.
- DIMENSIONS FOR UNIT 1081 ARE TYPICAL FOR UNITS 1080, 1081, 1082, 1083 AND 1084.
- DIMENSIONS FOR UNITS 1085, 1086, 1087, 1088, 1089, 1090, 1091 AND 1201.

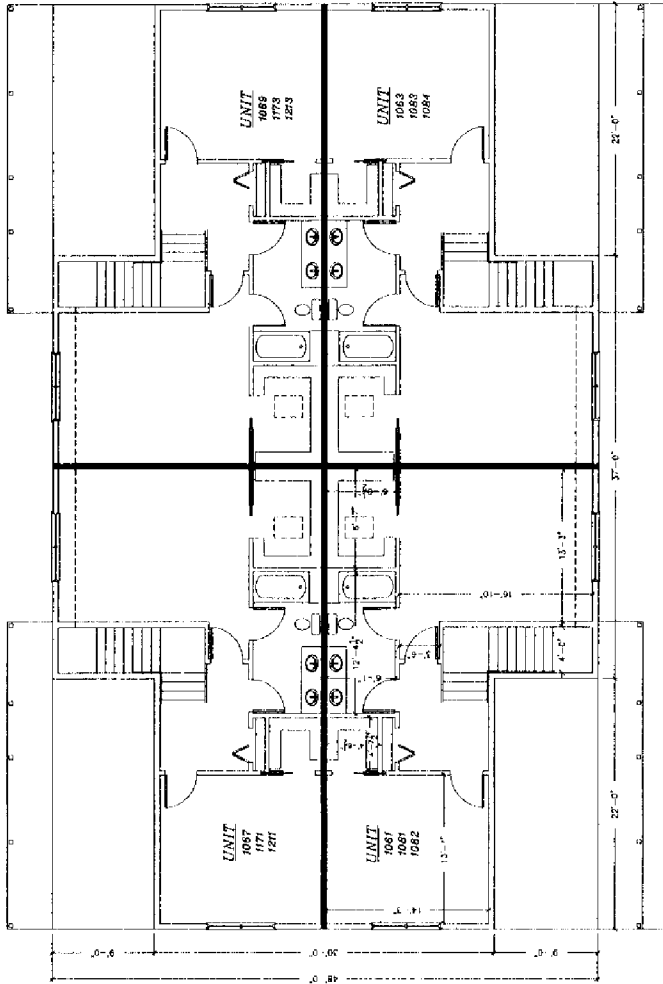
001429



PREPARED BY:
 MICHAEL B. STRICK, INC.
 1577 N. BOSTON STREET
 SUN PRAIRIE, WI 53590
 (608) 837-1081
 (608) 837-1081 FAX
 PREPARED FOR:
 711 LEE DRIVE
 SUN PRAIRIE, WI 53590
 ATN: SIGNATURE SERVICES



SHEET 5 OF 8
 OFFICE MAP NO. 010631



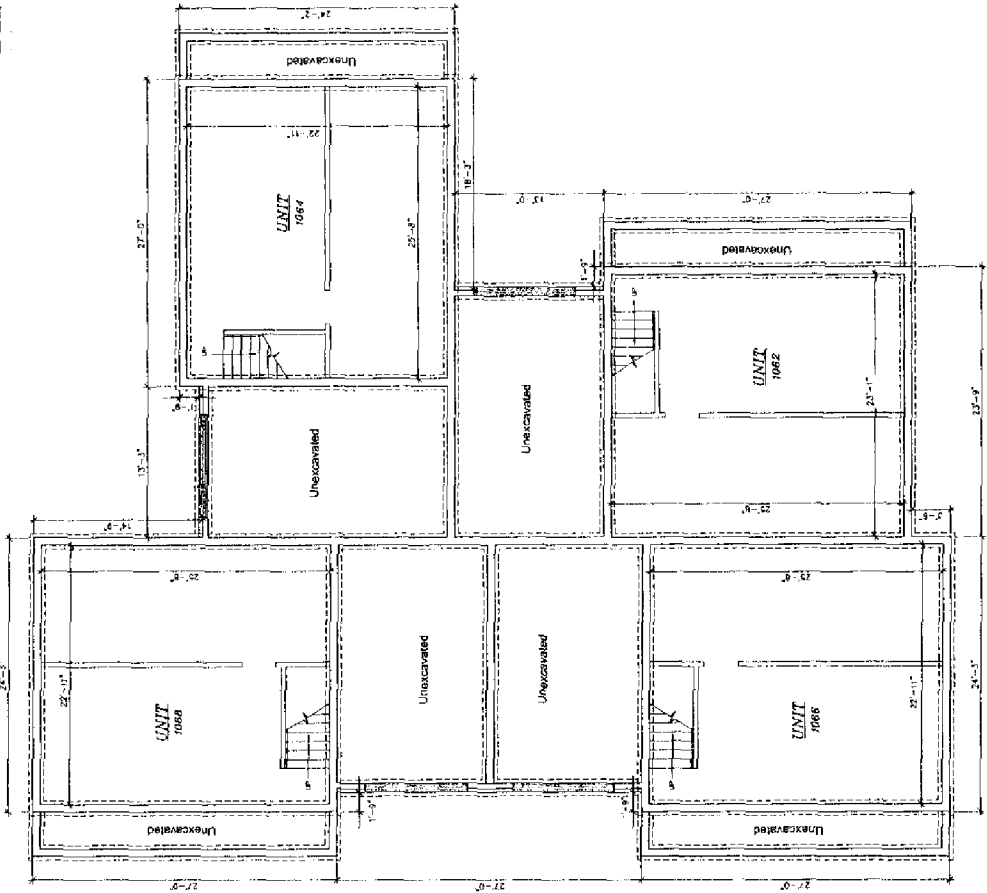
Second Floor Plan

Scale 1/8" = 1'-0"

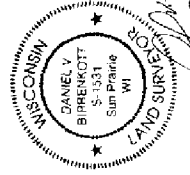
HICKORY MEADOWS CONDOMINIUMS

CITY OF SUN PRAIRIE, DANE COUNTY, WISCONSIN

NOTES:
 1. ALL DIMENSIONS AND LOCATIONS OF WALLS AND COMMON ELEMENTS UNLESS OTHERWISE NOTED ON THE PLAN OR IN THE DECLARATIONS.
 2. UNITS ARE COMMON ELEMENTS.
 3. AREA COMPUTATIONS ARE APPROXIMATE AND DO NOT CONSTITUTE A WARRANTY AS SET FORTH IN THE CONDOMINIUM DECLARATION.
 4. FLOOR PLANS WERE PROVIDED.



001430



PREPARED BY:
 1877 N. CHESTNUT STREET
 SUN PRAIRIE, WI 53580
 (608) 837-1000
 (608) 837-1000
 PREPARED FOR:
 STANLEY J. JONES
 2001 W. WISCONSIN
 SUN PRAIRIE, WISCONSIN 53580
 ATTN: HERMAN HEAUS



Basement Floor Plan

Scale: 1/8" = 1'-0"

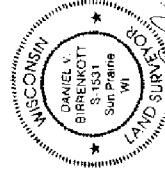
SHEET 6 OF 8
 OFFICE MAP NO. 010531

HICKORY MEADOWS CONDOMINIUMS

CITY OF SUN PRAIRIE, DADE COUNTY, WISCONSIN

NOTES:
 ALL LEGS AND FEATURES OUTSIDE OF BUILDINGS ARE COMMON ELEMENTS UNLESS OTHERWISE NOTED ON THE PLAN OR IN THE REGULATIONS.
 LCE = LIMITED COMMON ELEMENT.
 AREA COMPUTATIONS ARE APPROXIMATE AND DO NOT CONSTITUTE WARRANTIES AS SET FORTH IN THE CONDOMINIUM DECLARATION.
 FLOOR PLANS WERE PROVIDED.

001431



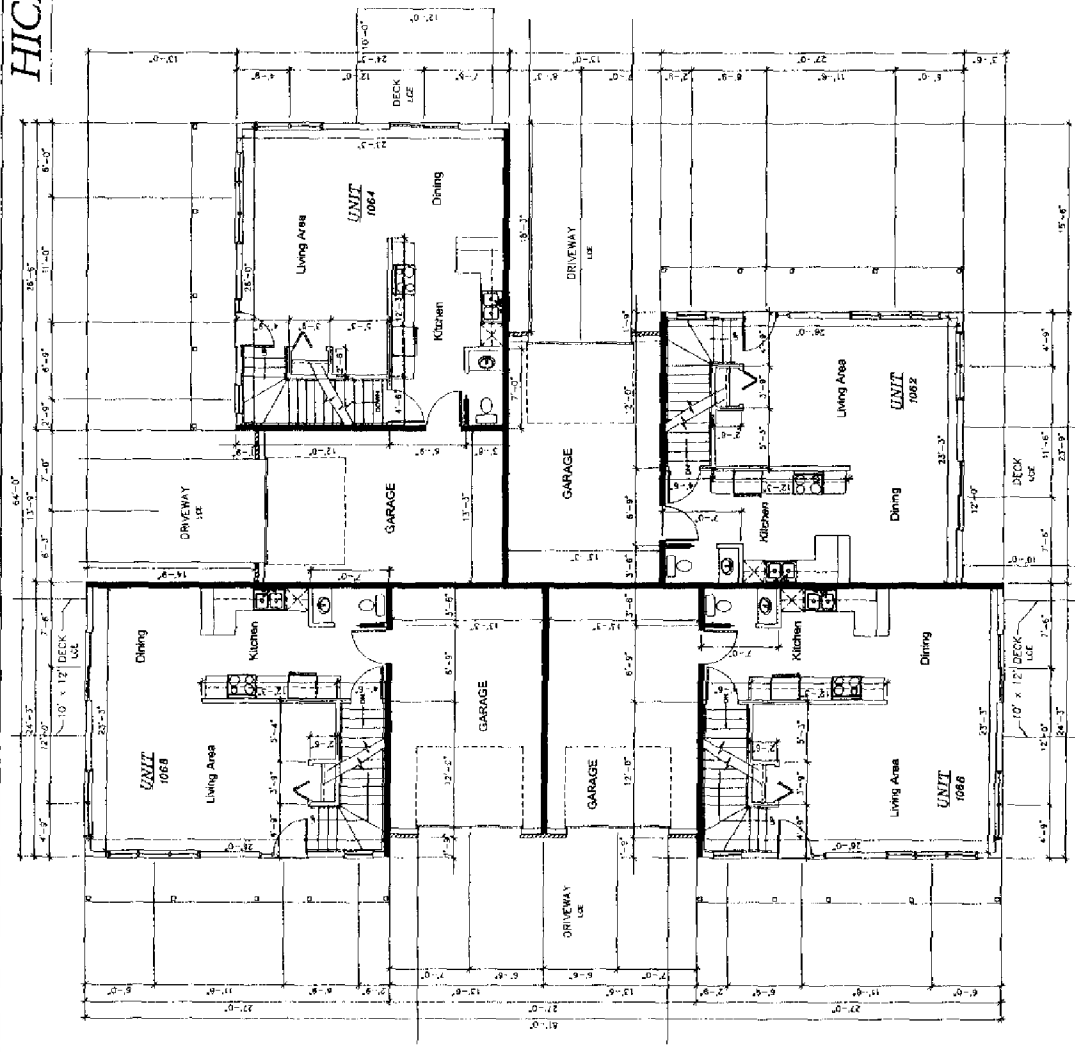
Daniel V. Birrenkott
 Daniel V. Birrenkott
 S. 1531 Sun Prairie, WI

PREPARED BY: BIRRENKOTT & ASSOCIATES, INC.
 1477 N. BRIDGES STREET,
 SUN PRAIRIE, WI 53580
 (608) 837-1081
 PREPARED FOR:
 714 LOG COUNTRY
 SUN PRAIRIE, WI 53580
 ATTN: HEWAN ARAUS



First Floor Plan

Scale: 1/8" = 1'-0"



001433

**HICKORY MEADOWS CONDOMINIUMS
FUTURE EXPANSIONS**

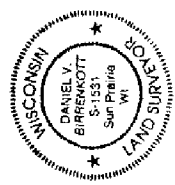
EXHIBIT B

HICKORY MEADOWS CONDOMINIUM

CITY OF SUN PRAIRIE, DANE COUNTY, WISCONSIN

Surveyor's Certificate:
 I, Daniel V. Birrenkott, Wisconsin Registered Land Surveyor No. 1531, do hereby certify that I have surveyed and mapped the property described and pictured herein in accordance with official records. I further certify that the survey was made in accordance with the laws of the State of Wisconsin and is a correct representation of the condominium described and the identification and location of each unit and the common elements as determined by this plat.

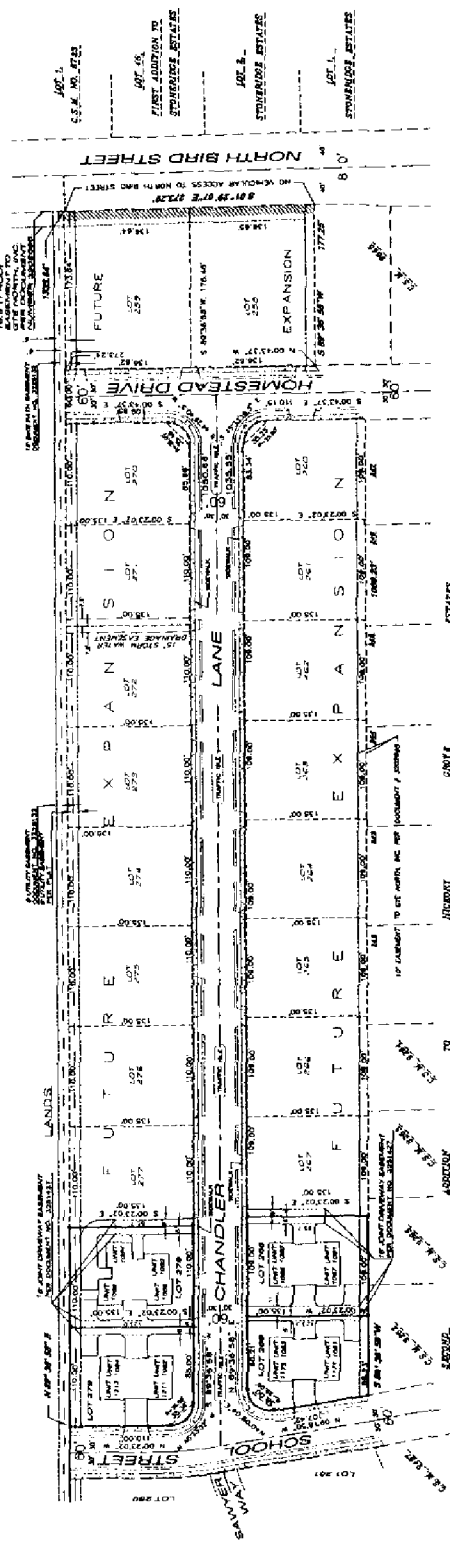
Daniel V. Birrenkott
 Daniel V. Birrenkott, R.L.S. No. 5-1531



Description of HICKORY MEADOWS CONDOMINIUM:
 Lots 288, 289, 278 and 279, part of THIRD ADDITION TO HICKORY GROVE SUBDIVISION, City of Sun Prairie, Dane County, Wisconsin.

Description of HICKORY MEADOWS CONDOMINIUM FORMS EXPANSION:
 Lots 288, 289, 278 and 279, part of THIRD ADDITION TO HICKORY GROVE SUBDIVISION, City of Sun Prairie, Dane County, Wisconsin.

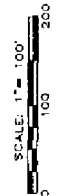
UNIT NUMBER	UNIT AREA	24-HOUR AREA	TOTAL UNIT AREA
UNIT 101	100.00	100.00	100.00
UNIT 102	100.00	100.00	100.00
UNIT 103	100.00	100.00	100.00
UNIT 104	100.00	100.00	100.00
UNIT 105	100.00	100.00	100.00
UNIT 106	100.00	100.00	100.00
UNIT 107	100.00	100.00	100.00
UNIT 108	100.00	100.00	100.00
UNIT 109	100.00	100.00	100.00
UNIT 110	100.00	100.00	100.00
UNIT 111	100.00	100.00	100.00
UNIT 112	100.00	100.00	100.00
UNIT 113	100.00	100.00	100.00
UNIT 114	100.00	100.00	100.00
UNIT 115	100.00	100.00	100.00
UNIT 116	100.00	100.00	100.00
UNIT 117	100.00	100.00	100.00
UNIT 118	100.00	100.00	100.00
UNIT 119	100.00	100.00	100.00
UNIT 120	100.00	100.00	100.00



- NOTES:**
- 1) THIS SURVEY IS SUBJECT TO ANY AND ALL EASEMENTS AND AGREEMENTS RECORDED AND UNRECORDED.
 - 2) THE DISTURBANCE OF A SURVEY STAKE BY ANYONE IS IN VIOLATION OF SECTION 216.33 OF THE WISCONSIN STATUTES.
 - 3) BUILDING DIMENSIONS SHOWN ON UNIT FLOOR PLANS ARE PER PLANS PROVIDED.
 - 4) ALL AREAS AND FEATURES OUTSIDE OF BUILDINGS ARE COMMON ELEMENTS, UNLESS OTHERWISE NOTED ON THE PLAN OR IN THE CONDOMINIUM DECLARATIONS.
 - 5) FENCES, GOLFES PATIOS, STAIRS AND WALLS ARE ALL LIMITED COMMON ELEMENTS.
 - 6) UNIT AREAS ARE APPROXIMATE AND DO NOT SUPERSEDE THE UNIT BLUEPRINTS AS SET FORTH IN THE CONDOMINIUM DECLARATIONS.

LEGEND:

- IRON STAKE FOUND
- LIMITED COMMON ELEMENT
- UTILITY EASEMENT PER PLAT
- 12' UTILITY EASEMENT PER PLAT
- 12' BIKE PATH EASEMENT PER PLAT



MEASUREMENTS ARE BASED UPON THE PLAT OF THE SECTION TO HICKORY GROVE SUBDIVISION.

RECEIVED FOR RECORDING THIS DAY OF _____ 2001 AT _____ O'CLOCK _____ A.M. AND _____ OF CONDOMINIUM PLATS ON PAGE _____ AS DOCUMENT NUMBER _____

JANE C. LIGHT REGISTER OF DEEDS, DANE COUNTY, WISCONSIN

PREPARED BY:
 SUN PRAIRIE SURVEYING, INC.
 2101 W. BIRD ST., SUITE 200
 SUN PRAIRIE, WI 53586
 (608) 437-7443
 FAX: (608) 437-7444
 E-MAIL: SUNPRAIRIE@SUNPRAIRIEWI.COM
 ATTN: HELEN HEDRICK

SHEET 1 OF 8
 OFFICE MAP NO. D10831