

OF

QUAIL RIDGE, a Condominium .VOL 10224 PAGE 7

This Declaration is made under and pursuant to the Condominium Ownership Act of the State of Wisconsin (hereinafter "Act") as found in Chapter 703, Wisconsin Statutes (1985-86), or as amended, by WilMac Construction, Inc. (hereinafter "Declarant").

ARTICLE I

STATEMENT OF PURPOSE

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

ARTICLE II

DESCRIPTION, NAME AND RESTRICTIONS

2.01 Legal Description. The real estate subject to this Declaration is owned by Declarant and is described on Exhibit I attached hereto.

2.02 Name and Address. The name of the Condominium is "Quail Ridge, a Condominium" and has as its address 27-29 Quail Ridge Drive, Madison, Wisconsin.

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

- (1) General taxes not yet due and payable;
 - (2) Easements and rights in favor of gas, electric, telephone, water and other utilities;
 - (3) All other easements, covenants, and restrictions of record;
 - (4) All municipal, zoning, and building ordinances; and
 - (5) All other governmental laws and regulations applicable to the Condominium.
- 6600

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

ARTICLE III

UNITS

3.01 Definition. "Unit" shall mean a part of the Condominium intended for any type of independent use, including one or more cubicles of air at one or more levels of space or one or more rooms of enclosed spaces located on one or more floors (or parts thereof) in a building.

3.02 Description. A Unit in Quail Ridge, a Condominium, shall include:

(1) One or more contiguous or non-contiguous or non-contiguous cubicles of air, including the perpetual right of ingress and egress thereto. The exterior boundaries of the cubicles shall be the outside face of the outer walls, including any siding thereto, and in the basement area shall be the outer face of the foundation wall of the building, except that in any unit that is part of a duplex, the exterior boundary with respect to the adjoining unit within said duplex shall be a vertical plane lying one-half distance between the inside faces of the stud supporting the drywall in the respective units, with said vertical line running from the outside face of the lower boundary, as herein defined, and running to the upper boundary, as herein defined. The upper boundary of each unit shall be the roof, including all shingles thereon. The lower boundary shall be the horizontal plane of the lower face of the concrete floor and the garage, basement area, and, if any, crawl space. Said cubicles of air shall include the attached garage space, if any, as identified on the Condominium Plat.

(2) Any and all appliances and other fixtures contained in the Unit, which items may include, but not be limited to, refrigerator, dishwasher, disposal, laundry equipment, range, compactor, cabinets, carpeting and floor covering.

(3) The following items serving the particular Unit, although they may be outside the defined cubicle of air:

(a) All doors and windows, their interior casements, and all of their opening, closing, and locking mechanisms and hardware;

(b) All wall and ceiling mounted electrical fixtures and recessed junction boxes serving them;

(c) All floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them;

(d) All plumbing fixtures and piping, valves and other connecting and controlling materials and devices lying between the fixtures and the water main or sewage lines to the outer boundary of the unit;

(e) The cable television outlet, if any, to the Unit and the junction box serving it;

(f) The individual furnaces or ducting, the radiator, and the piping providing heating to the Unit, and the controls for the heating system for the Unit;

(g) The air conditioning equipment and ducting providing air conditioning to the Unit, and the controls for the air conditioning system of the Unit;

(h) The lines bringing natural gas or similar fuel to the Unit, which lines extend from the utility meter to the boundary of the Unit; and

(i) The fireplace, if any, serving the Unit.

(j) The garage doors on the attached garage space, if any, included with the Unit.

(k) The entire chimney, including any part thereon or therein.

(4) Specifically not included as part of the Unit are those structural components of the building and any portions of the mechanical systems of the building, not specifically included in the Unit under (3) above, which lie within the cubicle or cubicles of air comprising the Unit. For purposes of this subsection, partition walls shall not be considered structural components.

3.03 Identification. Units shall be identified by the building, street number, or location, the determination of which alternative shall be as specified on the Condominium Plat of Quail Ridge, a Condominium, which shall be recorded contemporaneously with this Declaration. A copy of the Condominium Plat is attached hereto as Exhibit II.

ARTICLE IV

COMMON ELEMENTS

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

4.02 Description. The Quail Ridge, a Condominium, Common Elements shall include the land described in Exhibit I, any portion of the improvements to the land described in Exhibit I which is not included in the definition of Unit, and all tangible personal property used in the operation, maintenance, and management of the Condominium.

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

4.04 Ownership. There shall be appurtenant to the Units an undivided interest in the Common Elements in the percentages specified in Exhibit III attached hereto.

ARTICLE V

LIMITED COMMON ELEMENTS

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

5.02 Description. The Quail Ridge, a Condominium, Limited Common Elements and the Unit or Units to which their use is reserved are identified on the Condominium Plat and shall include the driveway extending from the Unit to the main drive thoroughfare. Pursuant to Section 703.14, Wisconsin Statutes (1985-86), or as amended, any Unit Owner of a Unit to which the use of any Limited Common Element is restricted may grant by deed, subject to the rights of any existing mortgagee or secured party, the use of the Limited Common Elements to any other Unit Owner. Such deed must be recorded in the Dane County Register of Deeds office and a copy thereof must be supplied to the Association as hereinafter defined. After nay such grant, the

grantor shall have no further right to use the specified Limited Common Element.

5.03 Use. Except as otherwise provided herein, the manner of use of the Limited Common Elements shall be determined solely by the Unit Owner or Owners, as hereinafter defined, who have the exclusive use of such Limited Common Elements.

ARTICLE VI

USES

The Units, Limited Common Elements, and Common Elements of the Condominium shall be used for residential purposes only, and shall not be used for any trade or business. The leasing or renting of a Unit for residential purposes for an initial term of at least six (6) months shall not be considered a violation of this provision; provided however, that no Unit shall be leased or rented for hotel or transient purposes. Notwithstanding anything to the contrary contained herein, the use of the Units, Limited Common Elements, and Common Elements shall comply with the Madison General Ordinances and any other restrictions as contained in the Association By-laws and any rules and regulations adopted by the Association. No use may unreasonably interfere with the use and enjoyment of the Common Elements or other Units by other Unit Owners. There shall be no storage of material, and there shall be no conduct of any activity, which would increase the insurance rates on the Condominium. Any and all attorneys fees and other expenses incurred by the Association in the enforcement of this provision shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit.

ARTICLE VII

UNIT OWNER

Any "Unit Owner" shall mean a person, combination of persons, partnership, or corporation, who holds legal title to a Unit; provided, however, that in the event equitable ownership has been conveyed in the Unit by means of a land contract or other similar document, "Unit Owner" shall mean the land contract purchaser. The Declarant shall be included in the definition of Unit Owner with regard to Units on which an occupancy permit has been issued by the City of Madison.

ARTICLE VIII

ASSOCIATION

8.01 Definition. "Association" shall mean the Quail Ridge, a Condominium Unit Owners Association, Inc., a Wisconsin non-stock corporation.

8.02 Duties and Obligations. All Unit Owners shall be entitled to be and shall be required to become members of the Association and subject to its Articles of Incorporation, By-laws, and Rules and Regulations adopted by it for the use and management of the Condominium. By becoming members of the Association, Unit Owners automatically assign the management and control of the Common Elements of the Condominium to the Association.

8.03 Voting. Each Unit shall be entitled to one (1) vote in the Association, subject however, to suspension as provided herein. If a Unit is owned by more than one (1) person, each person shall be a member of the Association but shall only be allowed to vote his/her fractional interest. As provided in Article VII hereof, one who holds a land contract purchaser's interest or any other such equitable interest in a Unit shall be considered the Unit Owner. However, for purposes of being eligible to vote as a member of the Association, the land contract or other document establishing the equitable interest, or an instrument providing constructive notice of such interest, must be recorded in the Dane County Register of Deeds office.

ARTICLE IX

REPAIRS AND MAINTENANCE

9.01 Units. Each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, maintenance, repair and replacement of the Owner's Unit, and further, with respect to the exterior upkeep of the Unit, including but not limited to, roof repair, foundation repair or siding repair, each Unit Owner grants an easement to the Association to make repairs thereon, the costs of which repairs or maintenance shall be assessed against the Unit Owner; provided that no repairs or maintenance shall be performed by the Association until ten (10) days following the giving of written notice to the Unit Owner by the Association that said repairs or maintenance is required, as provided in Section 9.04.

9.02 Limited Common Elements. Each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, general cleanliness and presentability of the Limited Common Elements which use is reserved to the Unit.

9.03 Common Elements. Except as hereinabove provided, the Association shall be responsible for the decoration, furnishing, housekeeping, maintenance, repair, and replacement of the Common Elements.

9.04 Entry by Association. The Association may enter any Unit and Limited Common Elements at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction, or repair of public utilities and for any other matter for which the Association is responsible. No entry may be had by the Association until the expiration of ten (10) days from which written notice is provided to the Unit Owner, and entry shall be made with as little inconvenience to the Unit Owner as possible under the circumstances. Any damage caused thereby shall be repaired by the Association and shall be treated as a Common Expense, as hereinafter defined.

ARTICLE X

STRUCTURAL CHANGES

10.01 Limitations. A Unit Owner may make improvements or alterations within his/her Unit; provided however, that such improvements or alterations do not impair the structural soundness or integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not impair any easement. A Unit Owner may not change the exterior appearance of a Unit or any portion of the Common Elements (including Limited Common Elements) without obtaining the written permission of the Association Board of Directors. Any improvement or alteration which changes the floor plan or room dimensions of a Unit must be evidenced by the recording of a modification to the Quail Ridge, a Condominium Plat before it shall be effective and must comply with the then-legal requirements for such a purpose. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of other Units, Limited Common Elements or the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

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

ARTICLE XI

INSURANCE

11.01 Property Insurance. The Association shall obtain and maintain insurance for the Common Elements, including Limited Common Elements, covering the perils of fire, extended coverage, vandalism, and malicious mischief on a repair and replacement cost basis, for an amount not less than the full replacement value of the insured property. The Association, moreover, shall

be the named insured with Unit Owners and Mortgagees of Units as additional insureds. For purposes of this provision and for the Declaration, "Mortgagee" shall mean the holder of any recorded mortgage encumbering one or more Units or a land contract seller.

11.02 Liability Insurance. The Association shall maintain comprehensive general liability insurance against all claims commonly insured against and in such amounts as the Association shall deem suitable; provided, however, the minimum limits for bodily injury and property damage shall be \$1,000,000.00. The policies shall include standard coverage for the errors and omissions of Association directors and officers. Such policies shall also contain "severability of interest" endorsements which shall preclude the insurer from denying the claim of a Unit Owner because of negligence on the part of the Association or other Unit Owners.

11.03 Fidelity Insurance. The Association shall maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be the named insured, and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves; provided, however, such amount shall not be less than one hundred fifty percent (150%) in the event the Condominium consists of more than thirty (30) units.

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

11.05 Unit Owners' Insurance. Maintenance of insurance by the Association shall not relieve or prohibit Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or with additional insured risks. Since Units contain, among other things, roof, foundation, siding, and the appurtenances thereto, Unit Owners are strongly encouraged to obtain various types of insurance, including but not limited to, liability and property, because of the potential for great loss to any individual Unit Owner. Unit Owners are encouraged to submit copies of the disclosure materials to their insurance carriers in order to ensure adequate property and liability coverage on their personal property, Units, and Limited Common Elements appurtenant to such Units.

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

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

ARTICLE XII

REPAIR OR RECONSTRUCTION

In the event the Common Elements are totally destroyed or sustain more than Fifty Thousand Dollars (\$50,000.00) in damage at any one time, the Association shall within fifteen (15) days of the date of damage determine whether the Condominium is damaged to an extent more than the available insurance proceeds. Once determined, the Association shall promptly notify the Unit Owners and first Mortgagees in writing of the adequacy or inadequacy of the insurance. Within ten (10) days of receipt of the notice, the Unit Owners and first Mortgagees shall have the opportunity to decide whether the Condominium should be partitioned. Partition shall only occur by the affirmative vote of Unit Owners representing at least seventy-five percent (75%) of the votes available in the Association and by the affirmative vote of at least fifty-one percent (51%) of the first Mortgagees, calculated on a per-unit basis. In case of such partition, the net proceeds of sale, together with the net proceeds of insurance, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their percentage interests in the Common Elements and shall be distributed in accordance with the priority of interests in each Unit. In the event the required seventy-five percent (75%) and fifty-one percent (51%) affirmative votes are not cast within the ten-day period, or in the event the damage sustained is less than or equal to Ten Thousand Dollars (\$10,000.00), the Association shall promptly undertake to repair or reconstruct the damaged property to a condition compatible with the remainder of the Condominium. Upon reconstruction, the Association may vary the design, plan and specifications of the Common Elements from that of the original; provided, however, that the number of square feet of any Unit may not vary by more than five percent (5%) from the number of square feet for such Unit as originally constructed and, provided further, that the location and floor plan of the damaged buildings shall be substantially the same as they were prior to the damage. In the event insurance proceeds are insufficient to pay the estimated or actual costs of reconstruction, the shortage

shall be considered a Common Expense, and the Association shall have the responsibility and the right to levy assessments against the Unit Owners as provided herein.

ARTICLE XIII

EMINENT DOMAIN

In the event of a taking of any of the Common Elements under the power of eminent domain, the provisions of Section 703.19, Wisconsin Statutes (1985-86), or as amended, shall control; provided, however, the affirmative vote of at least fifty-one percent (51%) of the first Mortgagees, calculated on a per-unit basis, will also be required in order to partition the Condominium; and provided, further, if Limited Common Elements are taken, the same shall be reconstructed by the Association if practical to do so.

ARTICLE XIV

COMMON EXPENSES

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

14.02 Enforcement. The assessments of Common Expenses, together with such interest as the Association may impose in the By-laws for delinquencies and with the costs of collection and actual attorney fees, constitute a lien on the Units against which they are assessed. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.16, Wisconsin Statutes (1985-86), or as amended.

14.03 Suspension of Voting Rights. If any assessment of Common Expenses is delinquent and a statement of Condominium lien as described in Section 703.16(9), Wisconsin Statutes (1985-86), or as amended, has been recorded against a Unit, the Association may suspend the voting rights of the delinquent Unit Owner. A delinquency resulting in the filing of a statement of Condominium lien against a Unit shall constitute an act of default under any mortgage secured by the Unit.

14.04 Unit Sale. Except as otherwise provided herein, unpaid Common Expenses assessed against a Unit shall be a joint and several liability of the seller and purchaser in a voluntary transfer of the Unit if a statement of Condominium lien covering the delinquency shall have been recorded prior to the transfer.

14.05 Lien for Non-payment. The Association shall have a lien, from the date an assessment is made, upon any Unit for assessments made against that Unit, which assessments remain unpaid. The lien shall secure payment of the assessment, interest, and costs of collection, including reasonable attorney fees. The lien may be recorded in the Dane County Register of Deeds office by an instrument executed by the Association and may be foreclosed. The Unit Owner shall be personally liable for all unpaid assessments, interest, and costs of collection. This liability shall not terminate upon transfer of ownership or upon abandonment by the Unit Owner. When any lien is foreclosed, if the Unit Owner remains in possession of the Unit, he/she shall pay a reasonable rental value of the Unit. The Association shall be entitled to the appointment of a receiver of the Unit, as a matter of strict right. Assessments shall be paid without offset or deduction. No Unit Owner may withhold payment of any assessment or any part thereof because of any dispute which may exist among a Unit Owner, the Association, the Declarant, or any of them. Rather, the Unit Owner shall pay all assessments pending resolution of any dispute.

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

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

14.08 Assessments against Declarant. Declarant shall pay the monthly assessment only on those of his Units as to which an occupancy permit has been issued by the City of Madison; provided, however, that during Declarant's control as specified in Article XV hereof, if the total estimated monthly assessments paid by Unit Owners and by the Declarant shall not cover the total Common Expenses, Declarant shall pay the deficit.

POWERS OF DECLARANT

15.01 Declarant Control. Except as provided in Section 703.15(2)(d), Wisconsin Statutes (1985-86), or as amended, Declarant reserves the right to appoint and remove officers and directors of the Association and to exercise the powers and responsibilities of the Association, its members, and its directors until the earlier of either of the following shall occur: (i) expiration of ten years from the date this Declaration is recorded; or (ii) thirty (30) days after conveyance of seventy-five percent (75%) of the Common Elements to purchasers. During this period, Declarant shall have the full and exclusive right to take all action on behalf of the Association, including but not limited to, the right to (a) enter into leases of Units, (b) make contracts and agreements on behalf of the Association for the maintenance, operation, and management of the Condominium, (c) determine, levy, and collect assessments, (d) grant easements, and (e) enact and enforce rules and regulations for the use of the Condominium. Any contracts or agreements entered into by Declarant on behalf of the Association with Declarant or an affiliate of Declarant shall not extend for a period exceeding one (1) year; provided, however, that such contracts or agreements may be automatically renewable if a reasonable period for giving notice of termination is provided at the end of each term. Furthermore, any such contracts or agreements shall provide for termination by either party without cause and without payment of a termination fee upon at least ninety (90) days' prior written notice. Notwithstanding the foregoing, this provision shall not apply to any lease, the termination of which would terminate the Condominium.

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

unreasonably interfere with the use and enjoyment of the Units, Limited Common Elements, or Common Elements. Furthermore, Declarant shall be responsible for any damages resulting from the exercise of such rights. Declarant shall also have the right to grant easements over, through, or under any part of the Condominium for the benefit of the Condominium as a whole or any part thereof.

ARTICLE XVI

RIGHT TO EXPAND

16.01 Reservation of Right. Declarant hereby reserves the right to expand the Condominium by adding all or a portion of the property described on Exhibit V attached hereto. Such right to expand may be exercised from time to time within ten (10) years from the date of recording of this Declaration with the Dane County Register of Deeds office. Any such expansion shall be in the sole discretion of Declarant, and no Unit Owner or other person shall have the right to require the same.

16.02 Number, Location, and Style of Units. The maximum number of additional Units shall be [number to be inserted]. The Units shall be positioned as shown on Exhibit II; provided, however, Declarant reserves the right to change the location if required to achieve the best development in the opinion of the Declarant. The Units shall be of the general size, design and mix as shown on Exhibit II; provided, however, Declarant reserves the right to change the size, design and mix of the Units in order to meet market requirements. The additional improvements shall be compatible with and shall be of the same or similar quality of construction and materials as the existing improvements.

16.03 Effect on Percentage Interest in Common Elements. The effect that any such expansion shall have on an individual Unit Owner, specifically with regard to his/her percentage interests in the Common Elements, his/her liabilities for Common Expenses, his/her rights to "Common Surpluses", and his/her votes in the Association, shall be as described on Exhibit VI attached hereto.

16.04 Effective Date of Expansion. The Condominium shall be deemed expanded when an amendment to this Declaration is recorded in the Dane County Register of Deeds office, which amendment shows the new percentage interests of the Unit Owners and the votes which each Unit Owner may cast in the Condominium as expanded, and when an amendment to the Condominium Plat is recorded as required in Section 703.26, Wisconsin Statutes (1985-86), or as amended.

16.05 Effect of Expansion. Upon the recording of an amendment to the Declaration and Condominium Plat, each Unit Owner, by operation of law, shall have the percentage interests in the Common Elements, liabilities in the Common Expenses,

rights to Common Surpluses, and shall have the number of votes set forth in the Declaration amendment. Following any such expansion, the interest of any Mortgagee shall attach, by operation of law, to the new percentage interests in the Common Elements appurtenant to the Unit on which it has a lien. Declarant shall have an easement over, through, and under the existing Common Elements to facilitate the expansion; provided, however, any damage to the Common Elements because of Declarant's use of the easement shall be Declarant's responsibility.

ARTICLE XVII

AMENDMENTS

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

ARTICLE XVIII

NOTICES

18.01 Notices to Resident Agent. The person to receive service of process for the Condominium or the Association shall be William R. McDonough, 1918 Greenway Cross, Madison, Wisconsin 53713, or such other person as may be designated from time to time by the Association, which designation shall be filed with the Wisconsin Secretary of State's Office.

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

REMEDIES

If any Unit Owner fails to comply with all provisions of the Act, this Declaration, Association By-laws, and Articles of Incorporation, or any rules and regulations promulgated by the Association, the Unit Owner may be sued for damages caused by the failure, or for injunctive relief, or both, by the Association or by any other Unit Owner. In the event no damages are capable of being accurately determined, liquidated damages of One Hundred Dollars (\$100.00) may be assessed for each violation. Each day of violation shall constitute a separate violation for purposes of this Article. Any and all attorneys fees and other expenses incurred by the Association in enforcing this provision shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit. Individual Unit Owners shall have similar rights of action, but not reimbursement, against the Association.

ARTICLE XX**EASEMENTS**

Easements are reserved over, through and underneath the Common Elements for ingress and egress and for present and future utility services, including but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, electrical wires, TV wires, security wires, and street lights, whether or not shown on the exhibits attached hereto. Easements for such utility services are reserved to the Declarant and Unit Owners. Easements for ingress and egress are reserved to the Association in, over, and under the Units and Limited Common Elements, their ceilings, floors and walls for the purpose of making any repairs which are the obligation of the Association or pursuant to Section 9.01. The Association shall be responsible for any damage resulting from such easements.

ARTICLE XXI**GENERAL**

21.01 Utilities. Each Unit Owner shall pay for his/her telephone, electrical and other utility services which are separately metered or billed for each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

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

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

21.04 Conflict in Condominium Documents. In the event a conflict exists among any provision of this Declaration, the Articles of Incorporation, if any, the By-laws, or any administrative rules and regulations, or between any of them, this Declaration shall be considered the controlling document.


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

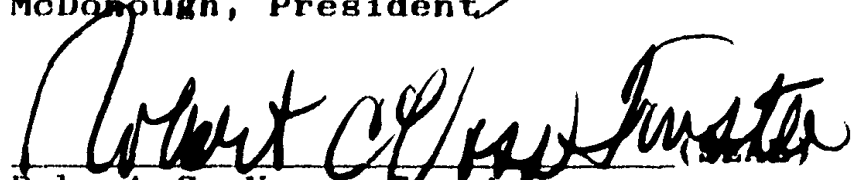
21.06 No Right of First Refusal. The right of a Unit Owner to sell, transfer, or otherwise convey his/her Unit shall not be subject to any right of first refusal or similar restriction for the benefit of Declarant or the Association.

21.07 Additional Parking Spaces. Additional exterior parking spaces, if available, may be leased from the Association on such terms and conditions as it shall deem appropriate. All such additional parking spaces shall remain part of the Common Elements.

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

6th IN WITNESS WHEREOF, this Declaration has been executed this day of June, 1987.

 (SEAL)
WilMac Construction, Inc.,
Declarant, by: William R.
McDonough, President


Robert C. Voss, Trustee
Land Contract Vendor

Signature of William R. McDonough, President of WilMac Construction, Inc., authenticated this 6th day of June, 1987.


Member State Bar of Wisconsin

5th Signature of Robert C. Voss, Trustee, authenticated this day of June, 1987.


Member State Bar of Wisconsin

This document drafted by:
David A. Geier

QUAIL RIDGE, a Condominium

LEGAL DESCRIPTION

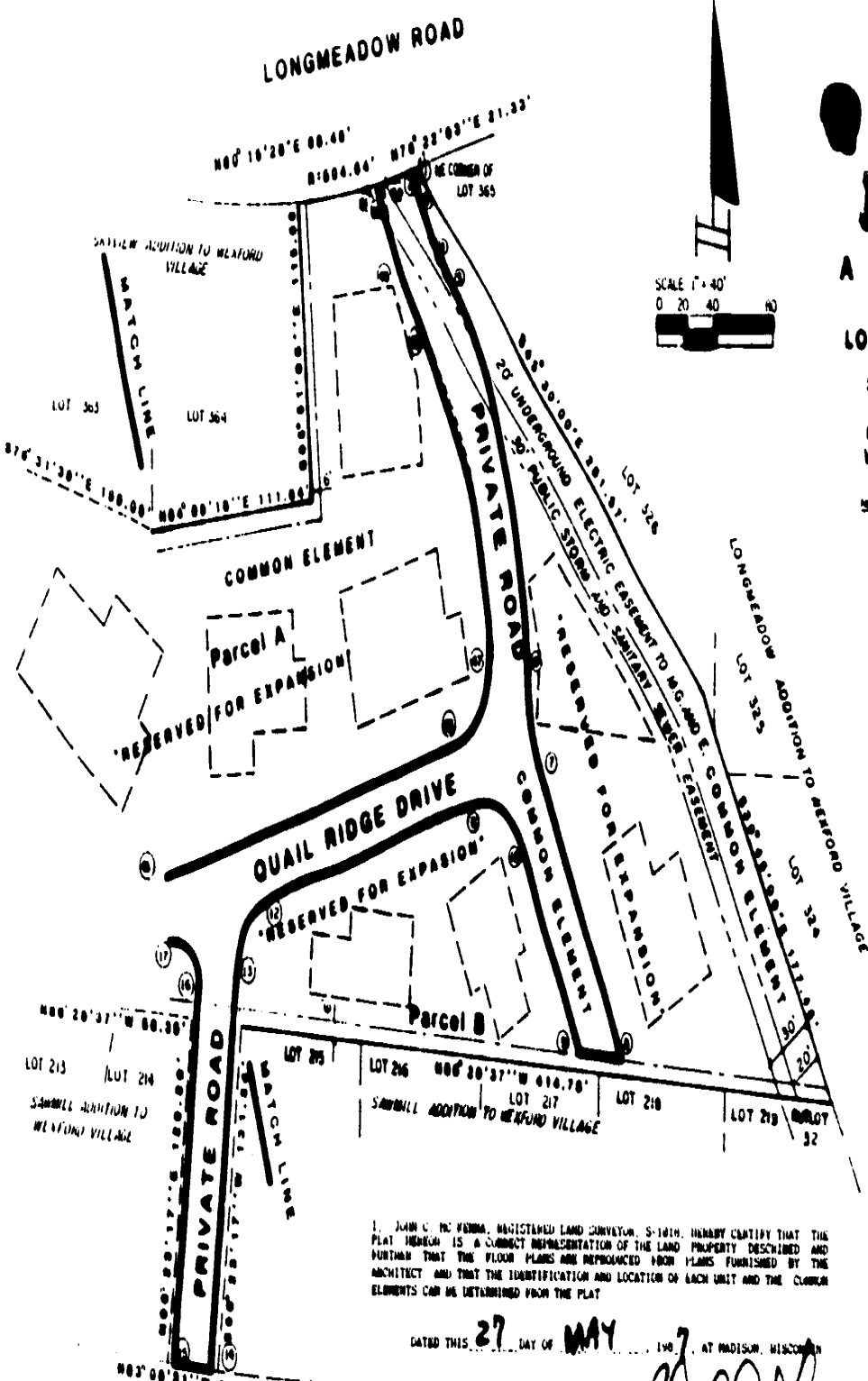
A part of Lot 365, Skyview Addition to Wexford Village, City of Madison, Dane County, Wisconsin described as follows:

Commencing at the most Northeasterly corner of said Lot 365; thence along the Southerly right of way of Longmeadow Road, S76°22'03"W, 3.28 feet to the point of beginning; thence S13°37'57"E, 4.77 feet; thence on a curve to the left which has a radius of 68.08 feet, whose long chord bears S26°53'59"E, 31.25 feet; thence S40°10'00"E, 15.00 feet; thence on a curve to the right with a radius of 229.38 feet, whose long chord bears S21°12'30"E, 149.04 feet; thence on a curve to the left with a radius of 90.33 feet whose long chord bears S14°51'30"E, 39.43 feet; thence S27°28'00"E, 120.50 feet; thence N86°29'37"W, 29.16 feet; thence N27°28'00"W, 86.07 feet; thence on a curve to the left with a radius of 29.97 feet, whose long chord bears N66°34'02"W, 37.75 feet; thence S74°20'00"W, 147.79 feet; thence on a curve to the left with a radius of 28.00 feet whose long chord bears S40°21'38"W, 31.29 feet; thence S06°23'17"W, 156.07 feet to the Northerly right of way of Sawmill Road; thence along said right of way on a curve to the left with a radius of 2213.00 feet, whose long chord bears N83°09'31"W, 25.00 feet; thence N06°23'17"E, 127.51 feet; thence on a curve to the left with a radius of 25.00 feet, whose long chord bears N49°38'21"W, 41.46 feet; thence on a curve to the right with a radius of 56.24 feet, whose long chord bears N80°32'00"W, 47.77 feet; thence N55°24'00"W, 79.98 feet; thence on a curve to the left with a radius of 40.53 feet, whose long chord bears N69°10'30"W, 19.30 feet; thence N82°57'00"W, 86.00 feet; thence on a curve to the right with a radius of 134.20 feet, whose long chord bears N72°28'30"W, 48.80 feet; thence N62°00'00"W, 72.75 feet; thence on a curve to the left with a radius of 43.65 feet, whose long chord bears N78°33'45"W, 24.88 feet; thence on a curve to the left with a radius of 25.55 feet, whose long chord bears S27°39'14"W, 42.96 feet; thence on a curve to the right with a radius of 50.00 feet, whose long chord bears S17°01'27"E, 21.70 feet; thence S04°30'00"E, 177.26 feet to the Northerly right of way of Sawmill Road, thence along said right of way on a curve to the left with a radius of 683.00 feet, whose long chord bears S86°45'31"W, 30.01 feet; thence N04°30'00"W, 135.00 feet; thence S76°21'03"W, 210.45 feet; thence N27°30'24"W, 95.35 feet; thence N75°55'00"E, 100.97 feet; thence N13°38'57"W, 96.66 feet; thence N76°21'03"E, 75.00 feet; thence N40°44'57"E, 29.71 feet; thence S14°05'00"E, 113.20 feet; thence on a curve to the left with a radius of 126.03 feet, whose long chord bears N64°17'30"E, 50.79 feet; thence N52°40'00"E, 13.18 feet; thence on a curve to the right with a radius of 68.65 feet, whose long chord bears N85°24'33"E, 73.95 feet; thence S62°00'00"E, 72.75 feet; thence

on a curve to the left with a radius of 109.20 feet, whose long chord bears $S72^{\circ}28'30''E$, 39.71 feet; thence $S82^{\circ}57'00''E$, 86.00 feet; thence on a curve to the right with a radius of 65.53 feet, whose long chord bears $S69^{\circ}10'30''E$, 31.20 feet; thence $S55^{\circ}24'00''E$, 79.98 feet; thence on a curve to the left with a radius of 31.24 feet, whose long chord bears $S80^{\circ}32'00''E$, 26.54 feet; thence $N74^{\circ}20'00''E$, 230.73 feet; thence on a curve to the left with a radius of 26.76 feet, whose long chord bears $N36^{\circ}02'30''E$, 33.17 feet; thence on a curve to the left with a radius of 204.38 feet, whose long chord bears $N21^{\circ}12'30''W$, 132.80 feet; thence $N40^{\circ}10'00''W$, 15.00 feet; thence on a curve to the right with a radius of 93.08 feet, whose long chord bears $N26^{\circ}53'59''W$, 42.72 feet; thence $N13^{\circ}37'57''W$, 4.81 feet to the Southerly right of way of Longmeadow Road; thence along said right of way on a curve to the left with a radius of 504.64 feet, whose long chord bears $N76^{\circ}45'42''E$, 6.95 feet; thence $N76^{\circ}22'03''E$, 18.05 feet along said right of way to the point of beginning.

This parcel contains 68,863 square feet (1.58 acres).

EXHIBIT II



QUAIL RIDGE

A CONDOMINIUM PLAT

LOT 365
 Skyview Addition to Westford Village
 City Of Madison, Dane County, Wisconsin

- NOTES:
1. DIMENSIONS ARE TAKEN FROM ARCHITECTURAL PLANS AND DO NOT SUPERSEDE UNIT DIMENSIONS AS STATED ON REGISTRATION INSTRUMENTS.
 2. SURFACE FINISHES, LEVELS, ELEVATIONS AND LOCATIONS FROM EXISTING OR MAILED TO BE DETERMINED BY OWNER.
 3. FINISH, SILL, CHIMNEY AND DRY REMAINS NOT INCLUDED IN SURFACE FINISHES CALCULATION.
 4. AREAS NOT DESIGNATED AS COMMON ELEMENTS OR LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS.
 5. LIMITED COMMON ELEMENTS INCLUDE DRIVEWAYS, STEPS, STAIRS AND STAIRWAYS LEADING TO UNITS.

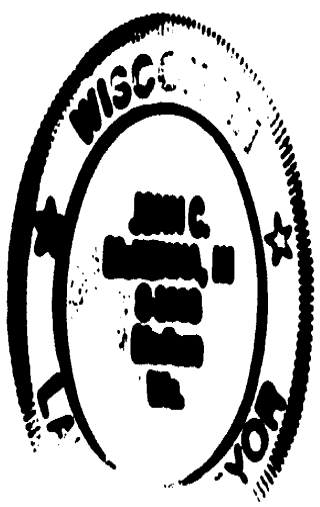
I, JOHN C. MC KAMMA, REGISTERED LAND SURVEYOR, S-10114, HEREBY CERTIFY THAT THE PLAT HEREON IS A CORRECT REPRESENTATION OF THE LAND PROPERTY DESCRIBED AND FURTHER THAT THE FLOOR PLANS ARE REPRODUCED FROM PLANS FURNISHED BY THE ARCHITECT AND THAT THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT.

— CONDOMINIUM THIS PHASE
 --- UTILITY EASEMENT

DATED THIS 27 DAY OF MAY 1967 AT MADISON, WISCONSIN

John C. McKamma
 JOHN C. MC KAMMA, REGISTERED LAND SURVEYOR, S-10114

SHEET 1 OF 7



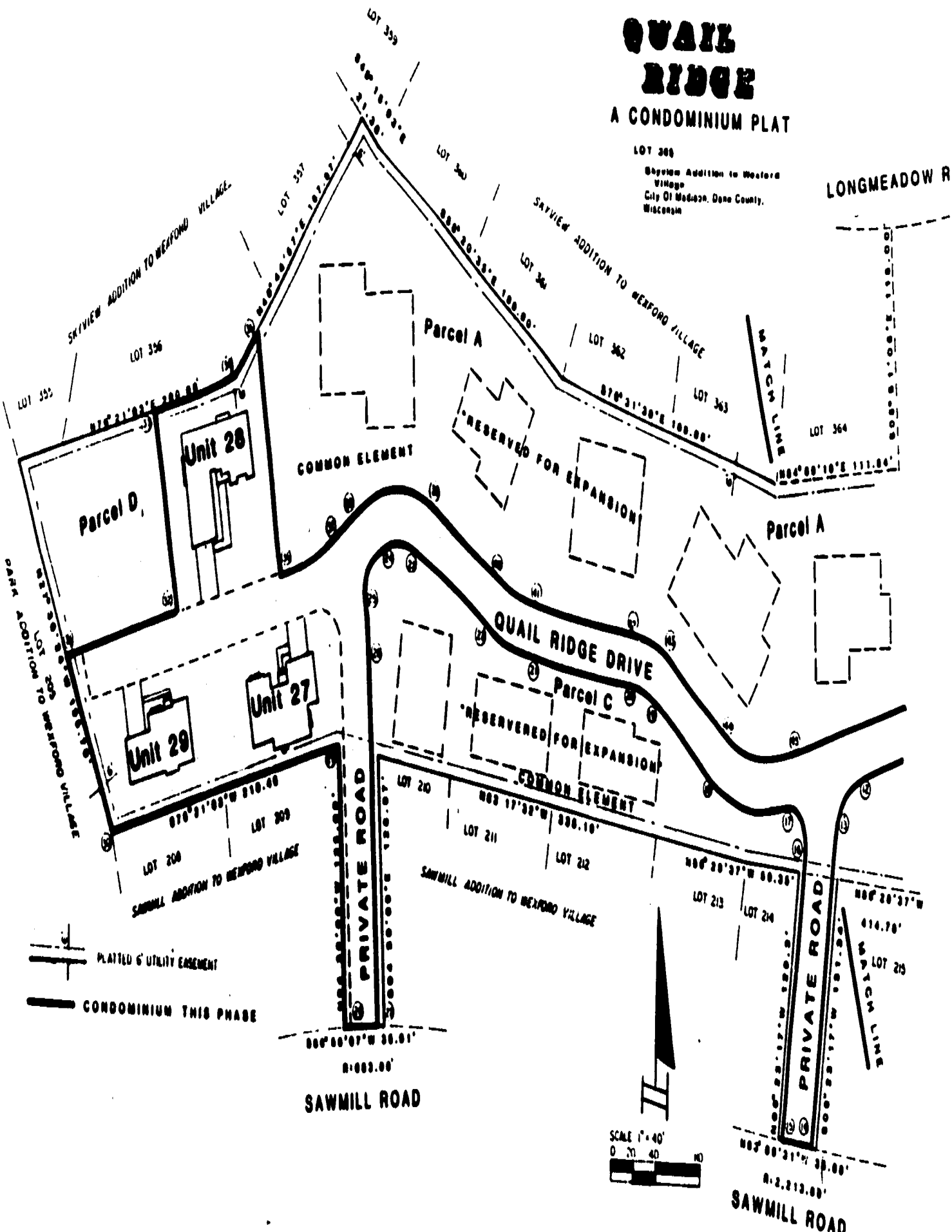
VOL 10224 PAGE 26

QUAIL RIDGE

A CONDOMINIUM PLAT

LOT 368
 Bayview Addition to Westford Village
 City Of Madison, Dane County,
 Wisconsin

LONGMEADOW ROAD



VOL 10224 PAGE 27

SHEET 2 OF 7

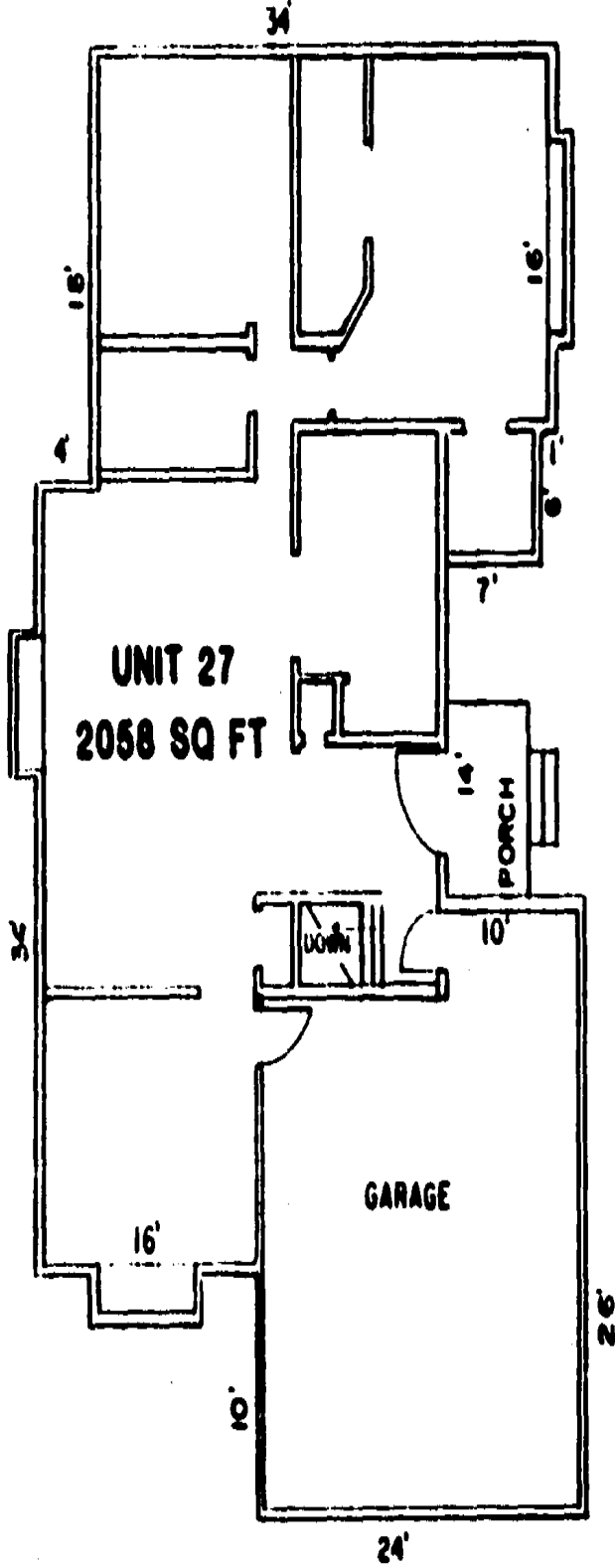
QUAIL BRIDGE

A CONDOMINIUM PLAT

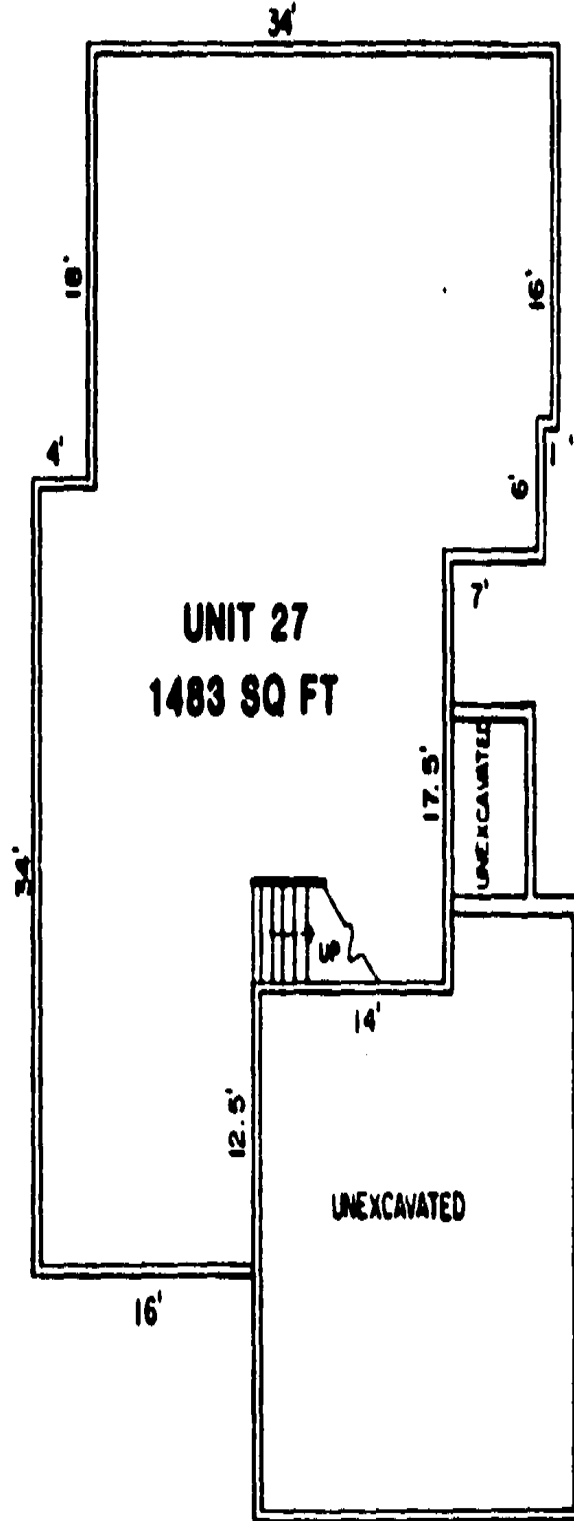
LOT 308

Bayview Addition to Westford
Village
City Of Madison, Dane County,
Wisconsin

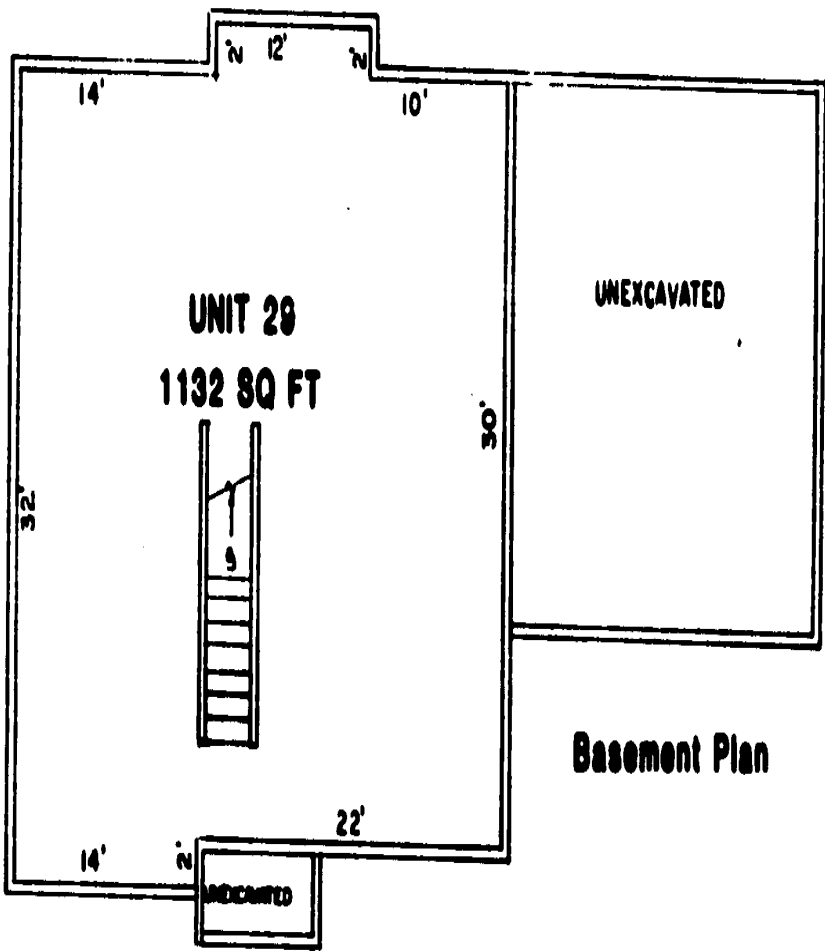
SHEET 5 OF 7



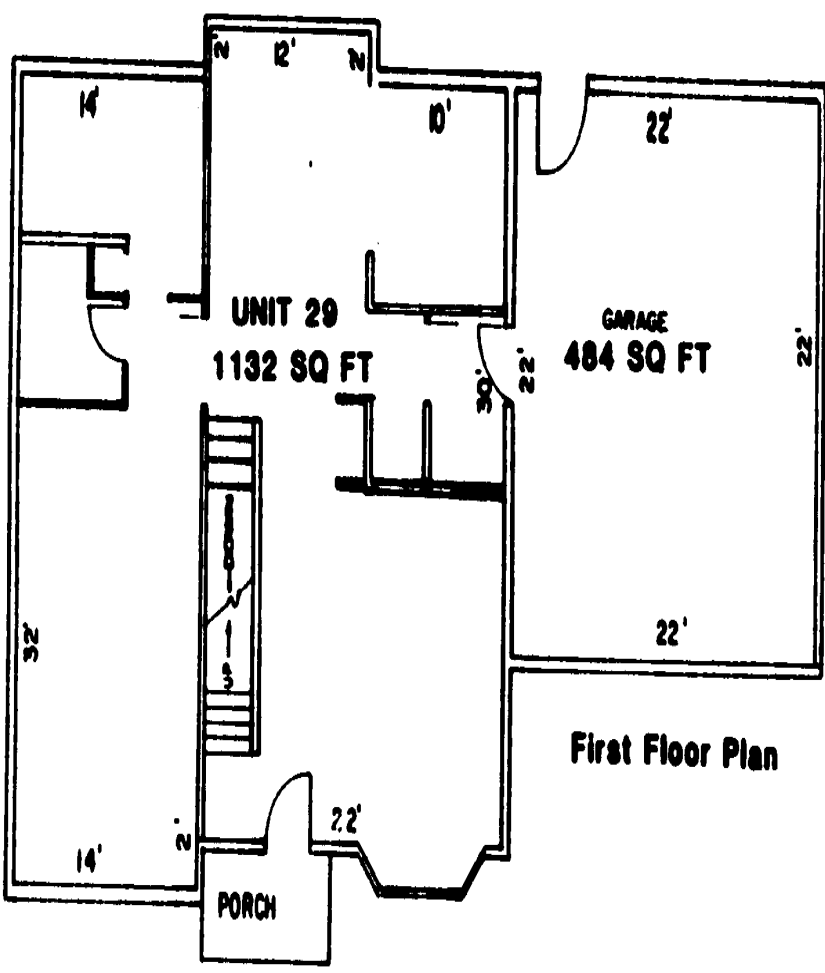
First Floor Plan



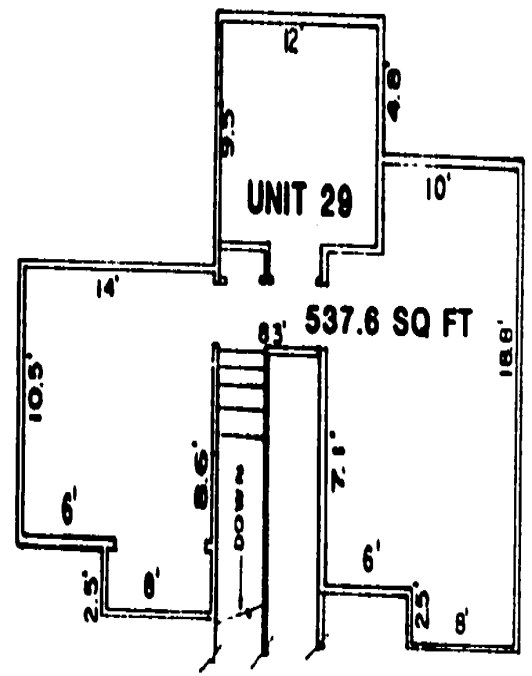
Basement Plan



Basement Plan



First Floor Plan



Second Floor Plan

**QUAIL
RIDGE**

A CONDOMINIUM PLAT

LOT 309
Bayview Addition to Westford
Village
City of Madison, Dane County,
Wisconsin

SHEET 7 OF 7

QUAIL RIDGE, a Condominium

COMMON ELEMENT OWNERSHIP

The Unit Owner's (i) undivided interest in the Common Elements, (ii) liabilities for Common Expenses, and (iii) rights to Common Surpluses, all with regard to the entire Condominium, shall be determined by Declarant based upon the square footage, not including basement area, of the Unit and the amenities thereto, compared with those of other Units in the completed Condominium.

<u>Unit</u>	<u>Percentage Interest</u>
27	.308%
28	.370%
29	.322%

QUAIL RIDGE, a Condominium

COMMON EXPENSE ALLOCATION

The Unit Owner's (i) undivided interest in the Common Elements, (ii) liabilities for Common Expenses, and (iii) rights to Common Surpluses, all with regard to the entire Condominium, shall be determined by Declarant based upon the square footage, not including basement area, of the Unit and the amenities thereto, compared with those of other Units in the completed Condominium.

<u>Unit</u>	<u>Percentage Interest</u>
27	.308%
28	.370%
29	.322%

QUAIL RIDGE, a Condominium

EXPANSION PROPERTY

The legal description of the real estate which may be added to Quail Ridge, a Condominium is as follows:

PARCEL A

A part of Lot 365, Skyview Addition to Wexford Village, City of Madison, Dane County, Wisconsin described as follows:

Commencing at the most Northeasterly corner of said Lot 365; thence S76°22'03"W, 21.33 feet along the Southerly right of way of Longmeadow Road; thence along said right of way on a curve to the right with a radius of 504.64 feet, whose long chord bears S76°45'42"W, 6.95 feet to the point of beginning; thence S13°37'57"E, 4.81 feet; thence on a curve to the right with a radius of 93.08 feet, whose long chord bears S26°53'59"E, 42.72 feet; thence S40°10'00"E, 15.00 feet; thence on a curve to the left with a radius of 204.38 feet, whose long chord bears S21°12'30"E, 132.80 feet; thence on a curve to the left with a radius of 26.76 feet, whose long chord bears S36°02'30"W, 33.17 feet; thence S74°20'00"W, 230.73 feet; thence on a curve to the right with a radius of 31.24 feet, whose long chord bears N80°32'00"W, 26.54 feet; thence N55°24'00"W, 79.98 feet; thence on a curve to the left with a radius of 65.53 feet, whose long chord bears N69°10'30"W, 31.20 feet; thence N82°57'00"W, 86.00 feet; thence on a curve to the right with a radius of 109.20 feet, whose long chord bears N72°28'30"W, 39.70 feet; thence N62°00'00"W, 72.75 feet; thence on a curve to the left with a radius of 68.65 feet, whose long chord bears S85°24'33"W, 73.95 feet; thence S52°40'00"W, 13.18 feet; thence on a curve to the right with a radius of 126.03 feet, whose long chord bears S64°17'30"W, 50.79 feet; thence S14°05'00"E, 113.20 feet; thence N40°44'57"E, 138.26 feet; thence S49°15'03"E, 21.38 feet; thence N84°09'19"E, 111.84 feet; thence S05°51'06"E, 115.00 feet to the southerly right of way of Longmeadow Road; thence along said right of way on a curve to the left with a radius of 504.64 feet, whose long chord bears N80°39'08"E, 61.55 feet to the point of beginning.

This parcel contains 94912 square feet (2.18 acres).

PARCEL B

A part of Lot 365, Skyview Addition to Wexford Village, City of Madison, Dane County, Wisconsin described as follows:

Beginning at the most Northeasterly corner of said Lot 365; thence along the Easterly line of said Lot 365, S45°30'00"E, 281.57 feet; thence continuing along the Easterly line of said Lot 365, S30°45'00"E, 177.48 feet; thence along the Southerly line of said Lot 365, N86°29'37"W, 414.78 feet; thence S06°23'17"W, 131.34 feet to the Northerly right of way of Sawmill Road; thence on a curve to the left with a radius of 2213.00 feet, whose long chord bears N82°46'13"W, 5.00 feet; thence N06°23'17"E, 156.07 feet; thence on a curve to the right with a radius of 28.00 feet, whose long chord bears N40°21'38"E, 31.29 feet; thence N74°20'00"E, 147.79 feet; thence on a curve to the right with a radius of 29.97 feet, whose long chord bears S66°34'02"E, 37.75 feet; thence S27°28'00"E, 86.07 feet; thence S86°29'37"E, 29.16 feet; thence N27°28'00"W, 120.50 feet; thence on a curve to the right with a radius of 90.33 feet, whose long chord bears N14°51'30"W, 39.43 feet; thence on a curve to the left with a radius of 229.38 feet, whose long chord bears N212°12'30"W, 149.04 feet; thence N40°10'00"W, 15.00 feet; thence on a curve to the right with a radius of 68.08 feet, whose long chord bears N26°53'59"W, 31.25 feet; thence N13°37'57"W, 4.77 feet to the Southerly right of way of Longmeadow Road; thence N76°22'03"E, 3.28 feet along said right of way to the point of beginning.

This parcel contains 48,043 square feet (1.10 acres).

PARCEL C

A part of Lot 365, Skyview Addition to Wexford Village, City of Madison, Dane County, Wisconsin described as follows:

Commencing at the most Northeasterly corner of said Lot 365; thence along the Easterly line of said Lot 365, S45°30'00"E, 281.57 feet; thence continuing along the Easterly line of said Lot 365, S30°45'00"E, 177.48 feet; thence along the Southerly line of said Lot 365, N86°29'37"W, 414.78 feet; thence S06°23'17"W, 131.34 feet to the Northerly right of way of Sawmill Road; thence along said right of way on a curve to the left with a radius of 2,213.00 feet, whose long chord bears N83°09'31"W, 35.00 feet to the point of beginning; thence N06°23'17"E, 129.30 feet, thence N86°29'37"W, 50.35 feet; thence N87°17'52"W, 335.16 feet; thence S04°30'00"E, 128.97 feet to the northerly right of way of Sawmill Road; thence along said right of way on a curve to the left with a radius of 683.00 feet, whose long chord bears S88°13'38"W, 5.00 feet; thence N04°30'00"W, 177.26 feet; thence on a curve to the left with a radius of 50.00 feet, whose long chord bears N17°01'27"W, 21.70 feet; thence on a curve to the right with a radius of 25.55 feet, whose long chord bears N27°39'14"E, 42.96 feet; thence on a curve to the right with a radius of 43.65 feet, whose long chord bears S78°33'45"E, 24.88

feet; thence S62°00'00"E, 72.75 feet; thence on a curve to the left with a radius of 134.20 feet, whose long chord bears S72°28'30"E, 48.80 feet; thence S82°57'00"E, 86.00 feet; thence on a curve to the right with a radius of 40.53 feet, whose long chord bears S69°10'30"E, 19.30 feet; thence S55°24'00"E, 79.98 feet; thence on a curve to the left with a radius of 56.24 feet, whose long chord bears S80°32'00"E, 47.77 feet; thence on a curve to the right with a radius of 25.00 feet, whose long chord bears S49°38'20"E, 41.46 feet; thence S06°23'17"W, 127.51 feet to the Northerly right of way of Sawmill Road; thence along the said right of way on a curve to the left with a radius of 2,213.00 feet, whose long chord bears N83°32'49"W, 5.00 feet to the point of beginning.

This parcel contains 26,587 square feet (0.61 acres).

PARCEL D

A part of Lot 365, Skyview Addition to Wexford Village, City of Madison, Dane County, Wisconsin described as follows:

Beginning at the most Northwesterly corner of said Lot 365, thence along the Northerly line of said Lot 365, N76°21'03"E, 125.00 feet; thence S13°38'57"E, 96.66 feet; thence S75°55'00"W, 100.97 feet; thence along the Westerly line of said Lot 365, N27°30'24"W, 100.35 feet to the point of beginning.

This parcel contains 10969 square feet (0.25 acres).

QUAIL RIDGE, a Condominium

Effect of Expansion on Percentage Interests

In the event the Condominium is expanded, the existing Unit Owners' (i) undivided interests in the Common Elements, (ii) liabilities for Common Expenses, and (iii) rights to Common Surpluses, all with regard to the entire, expanded Condominium, shall be determined by the Declarant based upon the square footage, not including basement area of the Units, and the amenities thereto, compared with those of the then existing Units. Such changes in appurtenant interests in conjunction with the expansion of the Condominium may be made only if the property and Units are added to the Condominium consistent with this Exhibit VI. In the event the Condominium is expanded, each new Unit shall have one (1) vote in the Association.

REGISTER'S OFFICE
DANE COUNTY, WI. 53
RECORDED ON
JUN 24 3 20 PM '87
CAROL R. MAHNE
REGISTER OF DEEDS