

2330408

DECLARATION OF CONDOMINIUM

OF

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SAUKDALE CONDOMINIUM

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 (1989-90), or as amended, by SAUK WESTFIELD PARTNERSHIP, a Wisconsin general partnership, (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. Every deed, lease, mortgage or other instrument may legally describe a unit by unit number, and such description shall be good and sufficient for all purposes as defined in the Act. The residential buildings to be built on the real estate described on Exhibit I shall contain twelve (12) residential units. In addition, a club house and additional buildings will be built as part of the Condominium as shown on Exhibit I.

2.02 Name and Address. The name of the Condominium is "Saukdale Condominium" and has as its address 7202-7234 Old Sauk Road, 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.

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 independent/living 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 which may have more than one unit, hereinafter sometimes referred to as a "Duplex".

3.02 Description. A Unit in Saukdale Condominium, shall include:

(1) One or more contiguous or non-contiguous cubicles of air, including the perpetual right of ingress and egress thereto. The exterior boundaries of the cubicles shall be outside face of the studs in the outer walls, 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 (1/2) 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 outer face of the roof framing. The lower boundary shall be the horizontal plane of the lower face of the concrete floor and the garage. 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) All amenities attached to the Unit by the prime contractor or subcontractor, or subsequently attached thereto by the Unit Owner or at his or her direction, although said items may be outside the defined cubicle of air, and shall include but are not limited to the following:

(a) All doors and windows, including shutters, if any, their interior and exterior 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, including all outside water spigots. The Association shall provide randomly spaced outside water spigots for maintenance purposes of the Condominium at such locations as shall be designated by the Association, with the Association liable for the expense thereof;

(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;

(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;
- (l) Any decks, balconies or porches.

(4) Specifically not included as part of the Unit are siding, roofs, eaves, gutters, downspouts, splash guards, driveways, steps, stoops and sidewalks leading to any Unit, which items shall be Limited Common Elements as set forth in the Condominium Plat or any amendment thereto.

(5) Any one or more Unit Owner(s) of two adjoining units which are located within a single duplex building may construct so as to provide and maintain ingress and egress between said adjoining units, either through a common wall, or by removing all or part of any common wall which separates said adjoining units, provided that all construction is performed so as to not change the exterior appearance or outside dimensions of either of said adjoining units, remove, change or relocate any load bearing wall(s) or otherwise weaken the support structure of either of said adjoining units, and further provided that the expenses incurred in connection therewith, and for restoration of any such changes made, so as to conform said units to the original floor plans as shown on the Condominium Plat, when necessary, are paid by the (respective) unit owner(s) of said adjoining duplex units. In addition, notwithstanding any such interior changes made as herein provided, all adjoining units shall remain as individual condominium units for all purposes as herein defined including, but not limited to, payment of required common expenses, condominium dues, fees and assessments.

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 Saukdale 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 Saukdale 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. VOL 18113 PAGE 6

5.02 Description. The Saukdale 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 (1939-90), 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 any 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

6.01 Residential Purposes Only. The Units, Limited Common Elements, and Common Elements of the Condominium shall be used for residential purposes only, and shall not be used for any trade or business. 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.

6.02 Enforcement. This Article VI shall be binding upon the Declarant, all Unit Owners and the Association and shall be enforced in the Remedies set forth in Article XIX hereof.

ARTICLE VII

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UNIT OWNER

Definition. 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 for which an occupancy permit has been issued by the City of Madison.

ARTICLE VIII

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

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

8.02 Membership. Every Unit Owner shall be entitled and required to be a member of the Association. If title to a Unit is held by more than one person, each of such persons shall be members. A Unit Owner of more than one Unit shall be entitled to one membership for each Unit owned by him. Each such membership shall be appurtenant to the Unit upon which it is based, and shall be transferred automatically by conveyance of that Unit. No person or entity other than a Unit Owner or Declarant may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a lien on a Unit.

8.03 Voting Rights. The Association shall have two classes of voting membership as follows:

A. Class A - Class A members shall be all Unit Owners, with the exception of the Declarant, and shall have one (1) vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have

filed a general voting authority with the Secretary applicable to all votes until rescinded.

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A Unit Owner against whom the Association has recorded a statement of condominium lien on the person's Unit who has not paid the amount necessary to release the lien at the time of a meeting shall not be permitted to vote at any meeting of the Association during the period of such time such amount remains unpaid.

B. Class B

(i) Defined - Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership on the occurrence of either of the following events:

- (a) when the total votes outstanding in Class A membership equals or exceed the total outstanding votes in Class B membership; or
- (b) ten (10) years from the date of recording this Declaration.

(ii) Rights of Declarants - Notwithstanding any other provisions contained in this Declaration, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and the officers of the Association, and to exercise the powers and responsibilities otherwise assigned by the Declaration to the Association or its officers. However, this control shall not extend for a period exceeding the earlier of:

- (a) ten (10) years from the date of recording of the Declaration; or
- (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the common interests to purchasers.

8.04 Supplement: The provisions of this Article are to be supplemented by the Articles of Incorporation and the Bylaws of the Association, provided, however, that no such supplement shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

ARTICLE IX

REPAIRS AND MAINTENANCE

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9.01 Units. Each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, maintenance, repair and replacement of the Owners' Unit. With respect to the exterior upkeep of the Unit, including but not limited to repair or replacement of the roof, foundation or siding, each Unit Owner grants an easement to the Association to make repairs thereon, the costs of which repairs or maintenance shall be assessed against the Unit Owner; provided that with the exception of emergency situations, no repairs or maintenance shall be performed by the Association until three (3) days following written notice to the Unit Owner by the Association that said repairs or maintenance are required, as provided in Section 9.04. Nothing in this Paragraph 9.01 prohibits or limits a Unit Owner from contacting the Association and having the Association make necessary repairs to that Owner's Unit; provided that the Association shall have sole discretion to make such repairs. In the event the Association reasonably believes that an emergency situation exists, the Association may enter an Owner's Unit without prior notice to said Owner.

9.02 Limited Common Elements. 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 Units as set forth in Paragraph 9.01, or of public utilities, or for any other matter for which the Association is responsible. Except in the case of emergency, no entry may be had by the Association until the expiration of three (3) days from the date written notice is provided to the Unit Owner that maintenance, construction or repair is necessary and, in any event, entry shall be made with as little inconvenience to the Unit Owner as possible under the circumstances. Any damage caused thereby shall be repaired by the Association and shall be treated as a Common Expense as hereinafter defined.

ARTICLE X

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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 Saukdale 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 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; provide, however, the minimum limits for bodily injury and property damage shall be One Million Dollars (\$1,000,000.00). The policies shall include standard coverage for the errors and omissions of Association directors and officers.

Such policies shall also contain "severability of interest" endorsements which shall preclude the insurer from denying the claim of a Unit Owner because of negligence on the part of the Association or other Unit Owners.

11.03 Fidelity Insurance. The Association shall maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be the named insured, and the insurance shall be in an amount of not less than 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

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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 (10) 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 (1989-90), 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 III 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 (1989-90), 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 (1989-90), 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 addition to the payment of the monthly maintenance fee determined by the budget of Common Expenses prepared by the Association, which budget shall include a reserve for deferred maintenance and 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.

ARTICLE XV

POWERS OF DECLARANT

15.01 Declarant Control. Except as provided in Section 703.15(2)(d), Wisconsin Statutes (1989-90), 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 (10) 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.

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 IV 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 thirty-two (32) for a maximum total of forty-four (44) Units. 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 V 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.

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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 Robert L. Niebauer, 8025 Excelsior Drive, Madison, Wisconsin 53717, 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 Saukdale 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.

ARTICLE XIX

REMEDIES

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

IN WITNESS WHEREOF, this Declaration has been executed this 2-D day of March, 1992.

SAUK WESTFIELD PARTNERSHIP

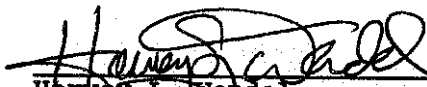
BY: Robert L. Niebauer
Robert L. Niebauer, Partner

BY: Dale N. Paddock
Dale N. Paddock, Partner

AUTHENTICATION

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Signatures of Robert L. Niebauer and Dale N. Paddock
authenticated this 3rd day of March, 1992.


Harvey L. Wendel
Member State Bar of Wisconsin


CONSENT TO CONDOMINIUM DECLARATION
AND AMENDMENT TO MORTGAGE

The undersigned Valley Bank, Mortgagee in that certain first real estate mortgage from Sauk Westfield Partnership to Valley Bank dated the 3rd day of December, 1991, recorded on the 17th day of December, 1991, in the office of the Register of Deeds for Dane County, Wisconsin, in Volume 17378 of Records, at page 25, as Document No. 2303967, does hereby consent that the real estate described therein and which is now known as Lot 1, Certified Survey Map No. 6652, recorded in the office of the Register of Deeds for Dane County, Wisconsin, as Document No. 2322728 may be made subject to the within Declaration of Condominium pursuant to sec. 703 of the Wisconsin Statutes, and does hereby further agree that said mortgage be and the same hereby is amended so as to provide for the release of individual units, together with the undivided interest in the common areas and facilities appurtenant thereto, from the lien of said mortgage, as provided in sec. 703.34(3), Wisconsin Stats., upon payment of not less than \$95,000.00 upon the closing of the sale of each condominium unit within the condominium, until such time as the balance due and owing to Valley Bank, as mortgagee, is paid in full.

Dated at Madison, Wisconsin this 3rd day of March, 1992.

VALLEY BANK

By:


Ted Ellerbroek
Vice President

By:



Greg Dombrowski
First Vice President

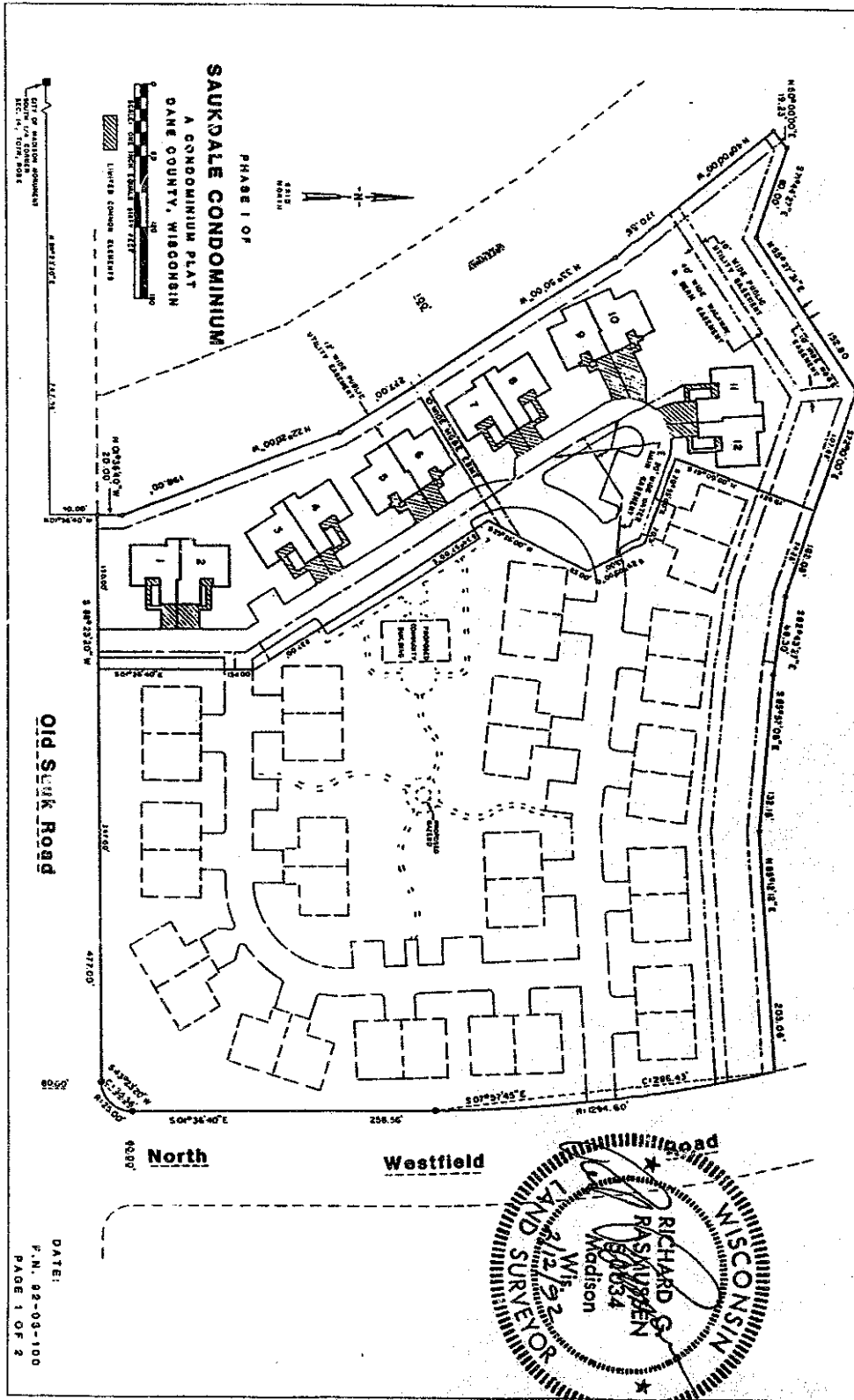
EXHIBIT I

SAUKDALE CONDOMINIUM

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Legal Description

Lot One (1), Certified Survey Map No. 6652, recorded on February 11, 1992, in Volume 32, at pages 341-343, inclusive, as Document No. 2322728.



PHASE I OF
SAUKDALE CONDOMINIUM
 A CONDOMINIUM PLAT
 DANE COUNTY, WISCONSIN

Old Sisk Road

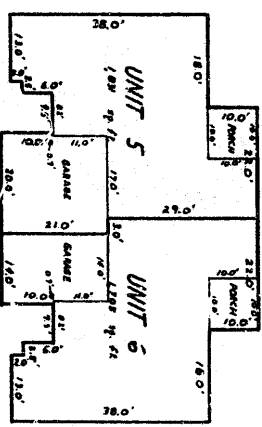
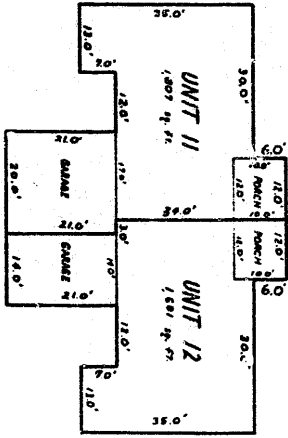
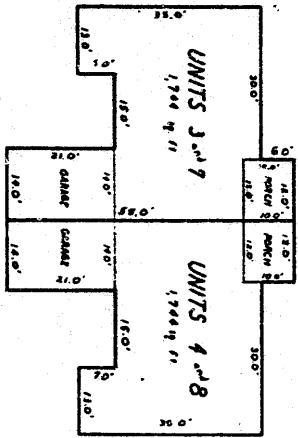
North **Westfield**

WISCONSIN
 RICHARD G. RASMUSSEN
 LAND SURVEYOR
 12/92
 50034
 Madison

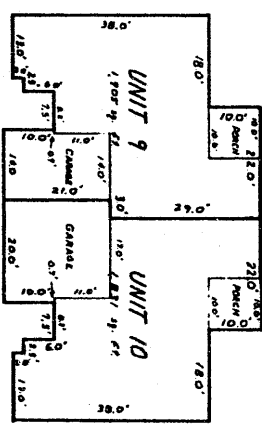
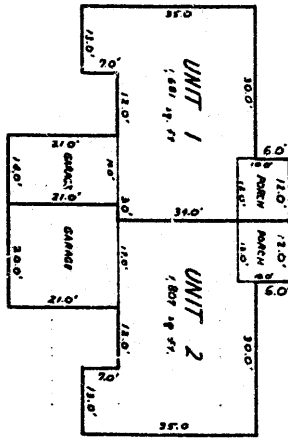
DATE:
 P.N. 92-06-100
 PAGE 1 OF 2

SAUKDALE CONDOMINIUM

A CONDOMINIUM PLAT
DANE COUNTY, WISCONSIN



SURVEYOR'S CERTIFICATE:
I, Richard G. Samuelsen, registered land surveyor, 8-1034, hereby certify that the plat hereon is a correct representation of the 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.
Dated this 12th day of FEB 1992, at Madison, Wisconsin.
Richard G. Samuelsen
Richard G. Samuelsen, S-1034



DATE: _____

F. N. 92-03-100

PAGE 2 OF 2

LEGAL DESCRIPTION:

A parcel of land which includes Lot 4 of Certified Survey No. 3525 recorded in Volume 14 of Forbore Addition to Walnut Grove, recorded in Volume 38 of Plats on Pages 3-5, 877, and part of Old Sauk Road, vested per Resolution No. 41,919, File No. 5052-SW 1/4 of the SE 1/4 of Section 14, T4N, R8E, City of Madison, Dane County, Wisconsin, To-wit: Commencing at the south 1/4 corner of said Section 14; thence N88°23'20"E, 747.56 feet; thence N01°31'40"W, 40.00 feet to the point of beginning; thence continuing N01°36'40"W, 20.00 feet; thence N22°00'00"W, 170.56 feet; thence N50°00'00"W, 198.00 feet; thence N33°00'00"W, 277.00 feet; thence N40°00'00"W, 170.56 feet; thence N50°00'00"E, 19.23 feet; thence S71°04'27"E, 80.00 feet; thence N55°27'31"E, 152.80 feet; thence S72°10'00"E, 182.08 feet; thence S82°43'27"E, 88.50 feet; thence S85°57'06"E, 132.15 feet; thence N85°12'12"E, 205.06 feet to a point on a curve; thence southeasterly on a curve to the right which has a radius of 1,294.40 feet and a chord which bears S07°57'45"E, 286.43 feet to the point of beginning; thence S01°36'40"E, 258.56 feet to a point of curve; thence southeasterly on a curve to the right which has a radius of 25.00 feet and a chord which bears S43°23'20"W, 35.36 feet; thence S88°23'20"W, 477.00 feet to the point of beginning. The above described parcel contains 387,294 square feet (8.432 acres). Now known as Lot 1, Certified Survey Map 16252 recorded in Volume 52 of Certified Survey Maps on pages 21-23, Dane County Registry.

PHASE I CONDOMINIUM PLAT AREA

Part of Lot 4 of Certified Survey Map No. 3525 recorded in Volume 14 of Certified Survey Maps Pages 109-112 located in the SW 1/4 of the SE 1/4 of Section 14, T4N, R8E, City of Madison, Dane County, Wisconsin, To-wit: Commencing at the south quarter corner of said Section 14; thence N88°23'20"E, 747.56 feet; thence N01°36'40"W, 40.00 feet to the point of beginning; thence continuing N01°36'40"W, 20.00 feet; thence N22°00'00"W, 199.00 feet; thence N33°00'00"W, 277.00 feet; thence N40°00'00"W, 170.56 feet; thence N50°00'00"E, 19.23 feet; thence S71°04'27"E, 80.00 feet; thence N55°27'31"E, 152.80 feet; thence S72°10'00"E, 107.82 feet; thence S19°54'00"E, 128.61 feet; thence S70°00'00"E, 70.31 feet; thence S29°05'00"E, 53.00 feet; thence S25°20'00"W, 89.00 feet; thence S34°57'00"E, 237.00 feet; thence S01°36'40"E, 134.00 feet; thence S88°23'20"W, 130.00 feet to the point of beginning. Containing 114,880 square feet (2.637 acres).

LANDS THAT MAY BE USED FOR EXPANSION

Part of Lot 4 of Certified Survey No. 3525 recorded in Volume 14 of Certified Surveys on Pages 109-112, and Lot 118 of Forbore Addition to Walnut Grove, recorded in Volume 38 of Plats on Pages 3-5, and part of Old Sauk Road, vacated per Resolution No. 41,919, File No. 5052-877, recorded as Document No. 1914855, Volume 7619 Page 59, all located in the SW 1/4 of the SE 1/4 of Section 14, T4N, R8E, City of Madison, Dane County, Wisconsin, To-wit: Commencing at the south 1/4 corner of said Section 14; thence N88°23'20"E, 747.56 feet; thence N01°36'40"W, 40.00 feet; thence N88°23'20"E, 130.00 feet to the point of beginning; thence N01°36'40"W, 134.00 feet; thence N3°07'00"W, 2.70 feet; thence N25°26'00"E, 93.00 feet; thence N29°05'00"W, 53.00 feet; thence N70°35'00"W, 70.31 feet; thence N19°05'00"E, 126.61 feet; thence S72°10'00"E, 74.28 feet; thence S82°03'13"E, 88.30 feet; thence S85°57'06"E, 132.15 feet; thence N85°02'12"E, 205.06 feet to a point on a curve; thence southeasterly on a curve to the right which has a radius of 1,294.40 feet and a chord which bears S07°57'45"E, 286.43 feet; thence S01°36'40"E, 258.56 feet to a point of curve; thence southeasterly on a curve to the right which has a radius of 25.00 feet and a chord which bears S43°23'20"W, 35.36 feet; thence S88°23'20"W, 347.00 feet to the point of beginning. Containing 352,414 square feet (5.795 acres).

EXHIBIT III

SAUKDALE CONDOMINIUM

Ownership of Common Elements

Each Unit Owner shall be entitled to and own an undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners of the Condominium, and, except as otherwise limited in the Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such Units permitted by the Declaration, which right shall be appurtenant to and run with each Unit. Each Unit's percentage of ownership in the Common Elements shall be in accordance with the percentages set forth below.

Each Unit's percentage of ownership in the Common Elements shall be subject to such easements as Declarant has granted, or may hereafter grant to the City of Madison, public utilities including, but not limited to, gas, electric and water service, all of which may be granted by the Declarant without the consent of the Unit Owners.

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 the percentage obtained by dividing each Unit by the total Units to be completed in each phase of the Condominium until all units are completed in all expanded phases of the Condominium, so that each Unit always has an equal interest with all Units in the Condominium. The following shall constitute the percentage interest of the Unit Owners in Phase I:

<u>Unit</u>	<u>Percentage Interest</u>
1	8.333%
2	8.333%
3	8.333%
4	8.333%
5	8.333%
6	8.333%
7	8.333%
8	8.333%
9	8.333%
10	8.333%
11	8.333%
12	8.333%

EXHIBIT IV

SAUKDALE CONDOMINIUM

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Expansion Property

The legal description of the real estate which may be added to Saukdale Condominium is shown on the condominium plat as "Lands Reserved for Expansion".

EXHIBIT V

SAUKDALE CONDOMINIUM

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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, with regard to the entire expanded Condominium, shall be the percentage obtained by dividing each Unit by the total number of Units to be completed in the expanded Condominium so that each Unit always has an equal interest with all other Units in the Condominium. Each Unit shall always have one (1) vote in the Association.

RECORDERS OFFICE
DANE COUNTY, WI.
JANE LICHT
REGISTER OF DEEDS
RECORDED 04
MAR 5 8 25 AM '92