



DOCUMENT #
4235037

09/15/2006 07:45AM

Trans. Fee:
Exempt #:

Rec. Fee: 43.00
Pages: 17

Document Number

**SECOND AMENDMENT TO
DECLARATION OF
HILDALE ROW CONDOMINIUM**

THIS SECOND AMENDMENT TO DECLARATION (this "Amendment") is made as of this 5th day of September, 2006, by Hilldale Row LLC, a Wisconsin limited liability company (hereinafter referred to as the "Declarant"), and modifies and amends the Declaration of Hilldale Row Condominium dated November 28, 2005, as amended by that certain First Amendment to Declaration of Hilldale Row Condominium dated December 7, 2005 (the "Declaration"). Capitalized terms used herein but not defined shall have the meaning set forth in the Declaration.

WHEREAS, the Declarant owns certain real property in the City of Madison, County of Dane, State of Wisconsin, which is legally described in the attached Exhibit A (the "Condominium Property");

WHEREAS, the Declarant developed the Condominium Property as an expandable condominium under the provisions of Section 703.26 of the Wisconsin Condominium Ownership Act (the "Act") known as the Hilldale Row Condominium; and

WHEREAS, the Declarant desires to expand the Hilldale Row Condominium, to include twenty (20) additional units.

NOW, THEREFORE, as originally contemplated by the Declaration, it is hereby declared as follows:

1. Address. The address of the Condominium is hereby changed to 502 – 514, 582 – 594, 602 – 614, and 682 – 694 North Midvale Boulevard, Madison, Wisconsin 53705.

2. Expansion. The Condominium Property is hereby expanded pursuant to Article V of the Declaration and Section 703.26 of the Act to add the Expansion Lands, containing the twenty (20) additional units (the "Additional Units") and Common Elements, located on the lands legally described in the attached Exhibit B and as generally depicted in Exhibit C hereto. Upon recordation of this Amendment, the Additional Units shall be deemed "Units" and the owners of the Additional Units shall be deemed "Unit Owners" under the Amended Declaration. To the extent necessary, Exhibit C hereto is intended to comply with Section 703.26(3) of the Act. As a result of the addition of the Expansion Lands and the Additional Units, there are now four (4) Buildings on the Condominium Property (Buildings G,

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Drafted by and after recording return to:

Attorney Douglas S. Buck
Foley & Lardner LLP
P. O. Box 1497
Madison, WI 53701-1497

251/0709-201-2104-6 and
251/0709-201-2105-4

Parcel Identification Number(s)

17
43

H, I and J) with ten (10) units and appurtenant facilities in each Building. The total number of Units on the Condominium Property is now forty (40).

3. Floor Plans. The floor plans of the Additional Units, in the form of Exhibit C hereto, shall be added to and supplement those floor plans attached to the Declaration as "Exhibit C."

4. Percentage Interests in Hilldale Row Condominium. "Exhibit D" to the Declaration, setting forth Percentage Interest, is hereby deleted in its entirety and replaced with the revised Exhibit D in the form attached hereto.

5. Parking. The Declarant reserves the right to designate, assign, transfer or convey the parking spaces shown as P13 to P25 of the Plat as Limited Common Elements appurtenant to a specific Unit. Declarant may make such an assignment or designation in connection with its deed to a Unit Owner. No Unit Owners shall be entitled to use a parking space designated as a Limited Common Element unless Declarant makes a specific assignment or designation of such parking space in the deed to such Unit. If, after the transfer of all the Units comprising the Condominium from the Declarant to the Unit Owners, any parking spaces remaining which have not been assigned to specific Unit Owners as Limited Common Elements, such parking spaces shall become General Common Elements. The use of such remaining spaces as General Common Elements shall be determined by the Association in accordance with the By-Laws. Unit Owners with rights to use parking spaces as Limited Common Elements may transfer such Limited Common Elements as is provided for more fully in the By-Laws.

6. No Other Changes; Voting. Except as set forth in this Amendment all other terms and provisions of the Amended Declaration shall remain in full force and effect, and each Unit shall remain entitled to one (1) vote as more particularly set forth in the Bylaws.

7. Miscellaneous. Capitalized terms used herein, but not otherwise defined, shall have the meaning ascribed to them in the Declaration. This Amendment is executed by the Declarant in accordance with Section 9.1(b)(ii) of the Declaration.

[signatures on following page]

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IN WITNESS WHEREOF, Declarant has caused this Second Amendment to be duly executed on the date first above written.

DECLARANT:

HILLDALE ROW LLC, a Wisconsin limited liability company

By: JOSEPH FREED HOMES LLC, its Manager

By: *Lori F. Chacos*
Name: LORI F. CHACOS
Title: One of its Managers

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Personally came before me this 5th day of September, 2006, SEPTEMBER, one of the Managers of JOSEPH FREED HOMES LLC, the Manager of HILLDALE ROW LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing on behalf of said limited liability company and acknowledged the same.

Danielle Berkemeier
Printed Name: DANIELLE BERKEMEIER
Notary Public, State of Illinois
My Commission: 5-23-10



Consented to and acknowledged by:

KEY BANK National Association

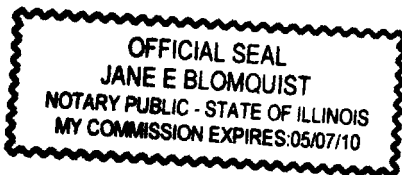
By: [Signature]

Name: Jeffrey T Hunkele

Title: Vice President

STATE OF Illinois)
) SS
COUNTY OF Cook)

Personally came before me this 8th day of September, 2006, Jeffrey T. Hunkele, the Vice President of KEY BANK National Association, a national banking association to me known to be the person who executed the foregoing on behalf of said entity and acknowledged the same.



Jane E. Blomquist
Printed Name: Jane E. Blomquist
Notary Public, State of Illinois
My Commission: 5-7-10

DRAFTED BY: DOUG BUCK

Exhibit A

Legal Description of Condominium Property

Lot Two (2) of Certified Survey Map No. 11595 recorded in the Dane County, Wisconsin, Register of Deeds Office in Volume 70 of Certified Survey Maps, Page 341, as Document No. 4130650 in the City of Madison, Dane County, Wisconsin.

PIN: 251/0709-201-2104-6

000006

Exhibit B

Legal Description of Expansion Lands

Lot Three (3) of Certified Survey Map No. 11595 recorded in the Dane County, Wisconsin, Register of Deeds Office in Volume 70 of Certified Survey Maps, Page 341, as Document No. 4130650 in the City of Madison, Dane County, Wisconsin.

PIN: 251/0709-201-2105-4

Exhibit C

Floor Plans for Additional Units

The attached reduced size copy of the plat for this declaration is solely for reference to the original condominium plat duly filed in the public record as a separate recorded document pursuant to the requirements of Chapter 703, Wisconsin Statutes. In viewing the spatial relationships illustrated by said reduced size copy, it is acceptable to disregard illegible printed text.

Note: This statement applies to the following 7 pages.
RE: COPY OF REDUCED SIZE MAP OR SITE PLAN ATTACHED

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When viewing the spatial relationships illustrated by said reduced size copy of Map or Site Plan, it is acceptable to disregard illegible printed text.

The undersigned agent for the grantor hereby attests to the accuracy of the above statement.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____

Authorized Signatory

Thomas J. Bluel, examiner
First American Title

HILDALE ROW CONDOMINIUM ADDENDUM 3

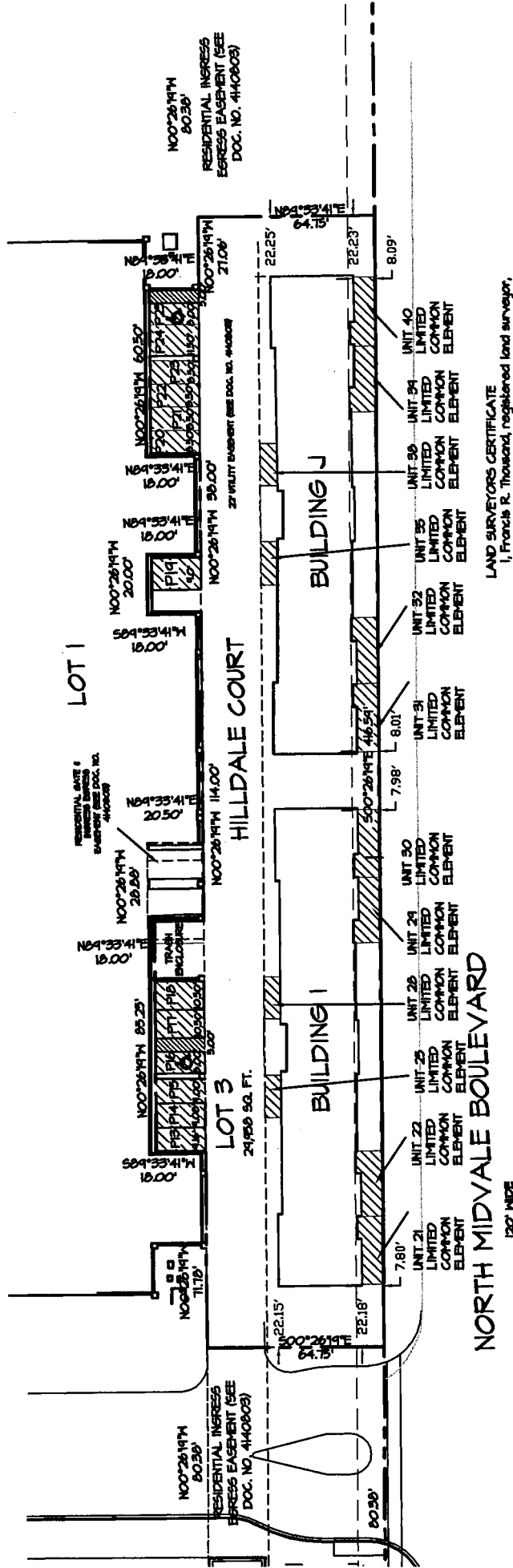
SCALE 1" = 30'

0' 15' 30' 60'

GRID NORTH. ALL BEARINGS ARE REFERENCED TO THE NORTH LINE OF THE TOWN OF SECTION 20, T1N, R1E, PUBLISHED AS NORTH.

LOT 3, CERTIFIED SURVEY MAP NO. 18485, LOCATED IN THE NW 1/4 OF THE NE 1/4 AND THE NE 1/4 OF THE NW 1/4 OF SECTION 20, T1N, R1E, DANE COUNTY, WISCONSIN

DESCRIPTION
LOT 3, CERTIFIED SURVEY MAP NO. 18485, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR DANE COUNTY, WISCONSIN, IN VOLUME 10 OF CERTIFIED SURVEY MAPS, PAGES 341-350, AS DOCUMENT NO. 4180680 LOCATED IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN.



NOTES:
COMMON ELEMENT MEANS ALL CONDOMINIUM PROPERTY AND IMPROVEMENTS EXCEPT FOR UNITS AND THE LIMITED COMMON ELEMENTS.
THE BUILDING AND OTHER IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION NOT COMPLETE AS OF THE DATE HEREOF.
ALL BUILDINGS AND PATIOS ARE LIMITED COMMON ELEMENT FOR THE EXCLUSIVE USE OF THE APARTMENT UNIT. ALL OTHER AREAS EXCEPT THE UNITS ARE COMMON ELEMENTS UNLESS OTHERWISE NOTED ON THE FLOOR OR UNIT DIAGRAMS OR IN THE DECLARATION. ALL SPACE UTILIZATION WITHIN COMMON ELEMENT AND LIMITED COMMON ELEMENT AREAS INCLUDING PARKING AREAS, DRIVES, STORAGE, LAUNDRY, RESTROOMS, ETC., SHALL BE SUBJECT TO FUTURE PLANNING AND ADJUSTMENTS INCLUDING LOCATION MODIFICATIONS, SIZE VARIATIONS, ACCESS LOCATIONS, PARTITION WALLS, AND OTHER FEATURES.
COMMON ELEMENTS OF OTHER PARKING DRIVES, AND GRASSED AREAS SHALL BE SUBJECT TO AN OVERALL SITE DRAINAGE EASIMENT. THESE COMMON ELEMENTS SHALL ALSO ALLOW FOR ALL NECESSARY UTILITY EASIMENTS FOR UNDERGROUND SERVICES ONLY TO INCLUDE WATERMANS, SANITARY, STORM, SEWERS, ELECTRIC, POWER, GAS, TELEPHONE, CABLE, ETC. MORE SPECIFIC EASIMENTS MAY BE ESTABLISHED AT A FUTURE DATE.

LEGEND
● Iron stake found
○ Iron stake placed
68.10' (86') Measured as data
--- Property Line
LIMITED COMMON ELEMENT

LAND SURVEYORS CERTIFICATE
I, Francis R. Thousand, registered land surveyor, hereby certify that the plat herein is a correct representation of the condominium 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.

Francis R. Thousand
Land Surveyor S-1869
Madison, Wisconsin

SURVEYED FOR:
HILDALE LAND COMPANY, LLC
JOSEPH FREED AND ASSOCIATES, LLC
220 N. SMITH STREET SUITE 300
PALATINE, IL 60067

THIS INSTRUMENT WAS DRAFTED BY FRANCIS THOUSAND

Register

Condominium Plat
Project: 06048A
SHEET 1 OF 7

Office of Register of Deeds
Dane County, Wisconsin
Received for Record

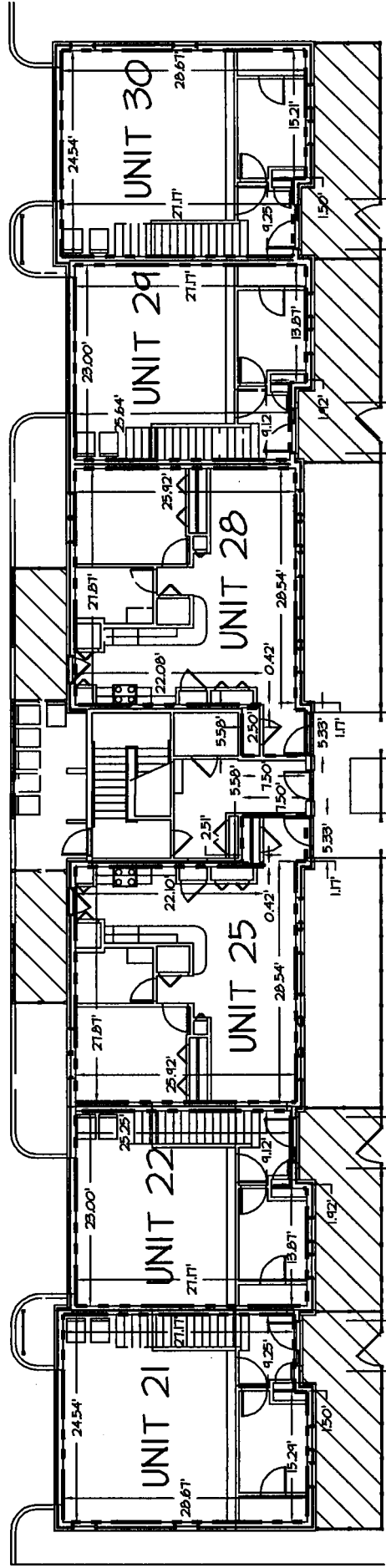
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at M o'clock
and recorded in vol. _____
of Condominium Plats on page _____

0000009

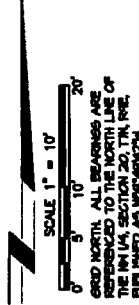
HILDALE ROW CONDOMINIUM ADDENDUM 3

DANE COUNTY, WISCONSIN

LOT 3, CERTIFIED SURVEY MAP NO 18443, LOCATED IN THE NW 1/4 OF THE NE 1/4 AND THE NE 1/4 OF THE NW 1/4 OF SECTION 20, T1N, 7E, DANE COUNTY, WISCONSIN



UNIT 21	=	GROUND FLOOR 640 sq. ft.
		FIRST FLOOR 644 sq. ft.
		SECOND FLOOR 643 sq. ft.
		TOTAL 2082 sq. ft.
UNIT 22	=	GROUND FLOOR 607 sq. ft.
		FIRST FLOOR 610 sq. ft.
		SECOND FLOOR 607 sq. ft.
		TOTAL 1892 sq. ft.
UNIT 23	=	GROUND FLOOR 766 sq. ft.
		FIRST FLOOR 766 sq. ft.
		SECOND FLOOR 766 sq. ft.
		TOTAL 2332 sq. ft.
UNIT 24	=	GROUND FLOOR 607 sq. ft.
		FIRST FLOOR 624 sq. ft.
		SECOND FLOOR 607 sq. ft.
		TOTAL 1892 sq. ft.
UNIT 30	=	GROUND FLOOR 640 sq. ft.
		FIRST FLOOR 644 sq. ft.
		SECOND FLOOR 643 sq. ft.
		TOTAL 2082 sq. ft.



LEGEND
 --- Unit Boundary
 LIMITED COMMON ELEMENT

BUILDING 1 - GROUND FLOOR

SURVEYED FOR:
 HILDALE LAND COMPANY, LLC
 JOSEPH FREED AND ASSOCIATES, LLC
 220 N. SMITH STREET SUITE 300
 PALATINE, IL 60067

THIS INSTRUMENT WAS DRAFTED
 BY FRANCIS THORND

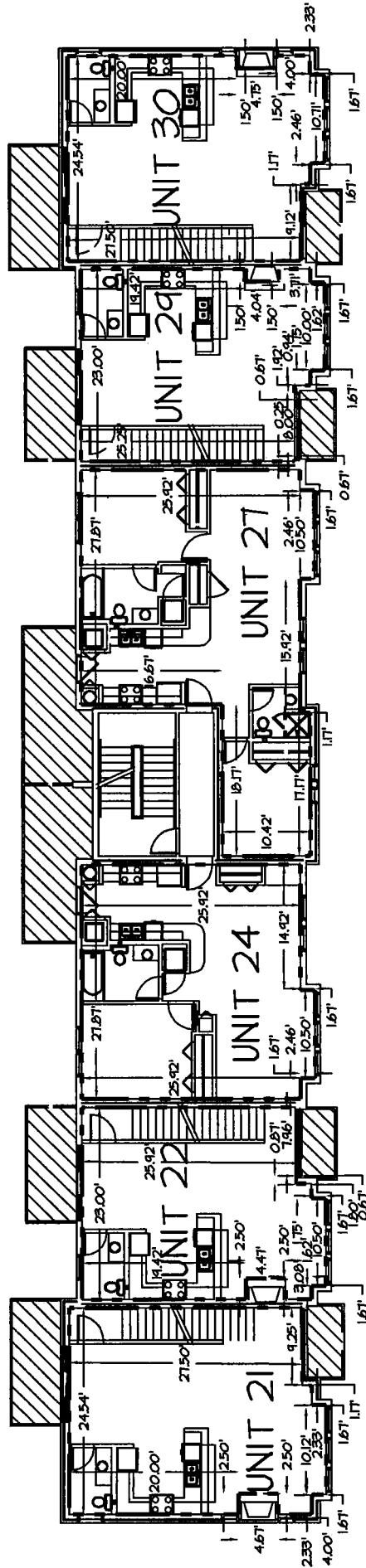
08048A
 SHEET 2 OF 1

0000010

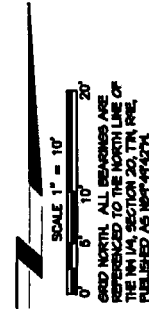
HILDALE ROW CONDOMINIUM ADDENDUM 3

DANE COUNTY WISCONSIN

LOT 3, CERTIFIED SURVEY MAP NO 11945, LOCATED IN THE NE 1/4 OF THE NE 1/4
OF THE NW 1/4 OF SECTION 20, T1N, 7E, DANE COUNTY, WISCONSIN



UNIT 21	=	GROUND FLOOR 640 sq. ft.
		FIRST FLOOR 649 sq. ft.
		SECOND FLOOR 649 sq. ft.
		TOTAL 2038 sq. ft.
UNIT 22	=	GROUND FLOOR 607 sq. ft.
		FIRST FLOOR 619 sq. ft.
		SECOND FLOOR 607 sq. ft.
		TOTAL 1833 sq. ft.
UNIT 24	=	FIRST FLOOR 140 sq. ft.
UNIT 27	=	FIRST FLOOR 425 sq. ft.
UNIT 24	=	GROUND FLOOR 607 sq. ft.
		FIRST FLOOR 624 sq. ft.
		SECOND FLOOR 607 sq. ft.
		TOTAL 1833 sq. ft.
UNIT 30	=	GROUND FLOOR 640 sq. ft.
		FIRST FLOOR 649 sq. ft.
		SECOND FLOOR 649 sq. ft.
		TOTAL 2038 sq. ft.



LEGEND

--- Unit Boundary

////// LIMITED COMMON ELEMENT

BUILDING 1 - FIRST FLOOR

NOTE:
BALCONIES AND CONCRETE PADS ARE LIMITED
COMMON ELEMENT FOR THE EXCLUSIVE USE OF
THE APPURTENANT UNIT.

SURVEYED FOR:
HILDALE ROW COMPANY, LLC
JOSEPH FREED AND ASSOCIATES, LLC
220 N. SMITH STREET SUITE 300
PALATINE, IL 60067

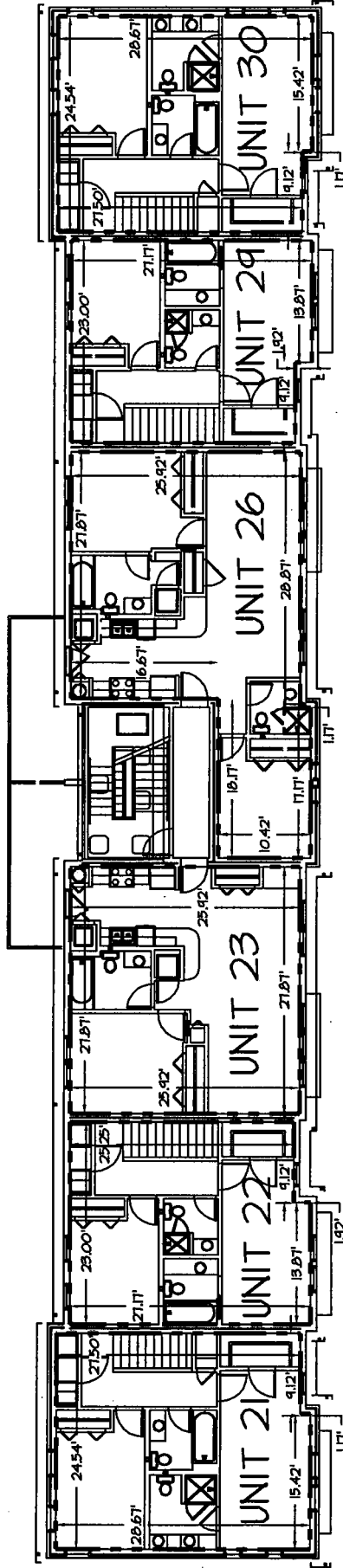
THIS INSTRUMENT WAS DRAFTED
BY FRANCIS THURMAN

060490A
SHEET 3 OF 7

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HILDALE ROW CONDOMINIUM ADDENDUM 3

DANE COUNTY, WISCONSIN
 LOT 3, CERTIFIED SURVEY MAP NO 1545, LOCATED IN THE NW 1/4 OF THE NE 1/4
 OF THE NW 1/4 OF SECTION 20, T1N, R1E, DANE COUNTY, WISCONSIN



UNIT 21 =	GROUND FLOOR 640 sq. ft.
	FIRST FLOOR 640 sq. ft.
	SECOND FLOOR 640 sq. ft.
	TOTAL 2080 sq. ft.
UNIT 22 =	GROUND FLOOR 607 sq. ft.
	FIRST FLOOR 607 sq. ft.
	SECOND FLOOR 607 sq. ft.
	TOTAL 1814 sq. ft.
UNIT 23 =	GROUND FLOOR 723 sq. ft.
	FIRST FLOOR 723 sq. ft.
	SECOND FLOOR 723 sq. ft.
	TOTAL 2146 sq. ft.
UNIT 24 =	GROUND FLOOR 607 sq. ft.
	FIRST FLOOR 607 sq. ft.
	SECOND FLOOR 607 sq. ft.
	TOTAL 1814 sq. ft.
UNIT 25 =	GROUND FLOOR 640 sq. ft.
	FIRST FLOOR 640 sq. ft.
	SECOND FLOOR 640 sq. ft.
	TOTAL 2080 sq. ft.
UNIT 26 =	GROUND FLOOR 640 sq. ft.
	FIRST FLOOR 640 sq. ft.
	SECOND FLOOR 640 sq. ft.
	TOTAL 2080 sq. ft.

SCALE 1" = 10'

GRID NORTH. ALL DIMENSIONS ARE
 REFERENCED TO THE NORTH LINE OF
 THE NW 1/4, SECTION 20, T1N, R1E,
 PUBLISHED AS N84-44-12-12.

LEGEND

--- Unit Boundary
 LIMITED COMMON ELEMENT

BUILDING 1 - SECOND FLOOR

SURVEYED FOR:
 HILDALE LAND COMPANY, LLC
 JOSEPH FREED AND ASSOCIATES, LLC
 220 N. SMITH STREET SUITE 300
 PALATINE, IL 60067

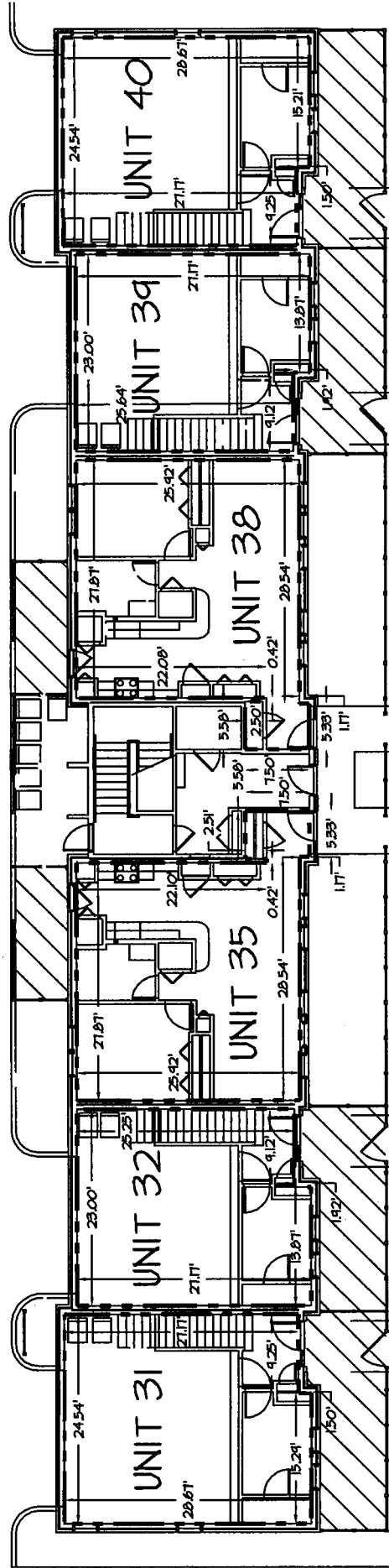
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 BY FRANCIS THOLEND

060494A
 SHEET 4 OF 7

0000012

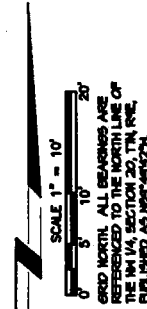
HILDALE ROW CONDOMINIUM ADDENDUM 3

DANE COUNTY, WISCONSIN
 LOT 3, CERTIFIED SURVEY MAP NO 1184B, LOCATED IN THE NW 1/4 OF THE NE 1/4 AND THE NE 1/4
 OF THE NW 1/4 OF SECTION 20, T1N, 7E, DANE COUNTY, WISCONSIN



BUILDING J - GROUND FLOOR

UNIT 31 = GROUND FLOOR 640 sq. ft.	UNIT 32 = GROUND FLOOR 607 sq. ft.	UNIT 35 = GROUND FLOOR 766 sq. ft.	UNIT 38 = GROUND FLOOR 607 sq. ft.	UNIT 39 = GROUND FLOOR 607 sq. ft.	UNIT 40 = GROUND FLOOR 640 sq. ft.
FIRST FLOOR 640 sq. ft.	FIRST FLOOR 607 sq. ft.	FIRST FLOOR 766 sq. ft.	FIRST FLOOR 607 sq. ft.	FIRST FLOOR 607 sq. ft.	FIRST FLOOR 640 sq. ft.
SECOND FLOOR 640 sq. ft.	SECOND FLOOR 607 sq. ft.	SECOND FLOOR 766 sq. ft.	SECOND FLOOR 607 sq. ft.	SECOND FLOOR 607 sq. ft.	SECOND FLOOR 640 sq. ft.
TOTAL 2082 sq. ft.	TOTAL 1214 sq. ft.	TOTAL 1532 sq. ft.	TOTAL 1214 sq. ft.	TOTAL 1214 sq. ft.	TOTAL 1280 sq. ft.



LEGEND

--- UNIT BOUNDARY

////// LIMITED COMMON ELEMENT

SURVEYED FOR:
 HILDALE LAND COMPANY, LLC
 JOSEPH FREED AND ASSOCIATES, LLC
 220 N. SMITH STREET SUITE 300
 PALATINE, IL 60067

THIS INSTRUMENT WAS DRAFTED
 BY FRANCIS THOMAS

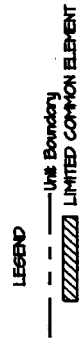
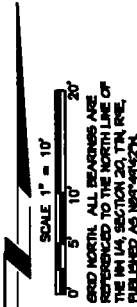
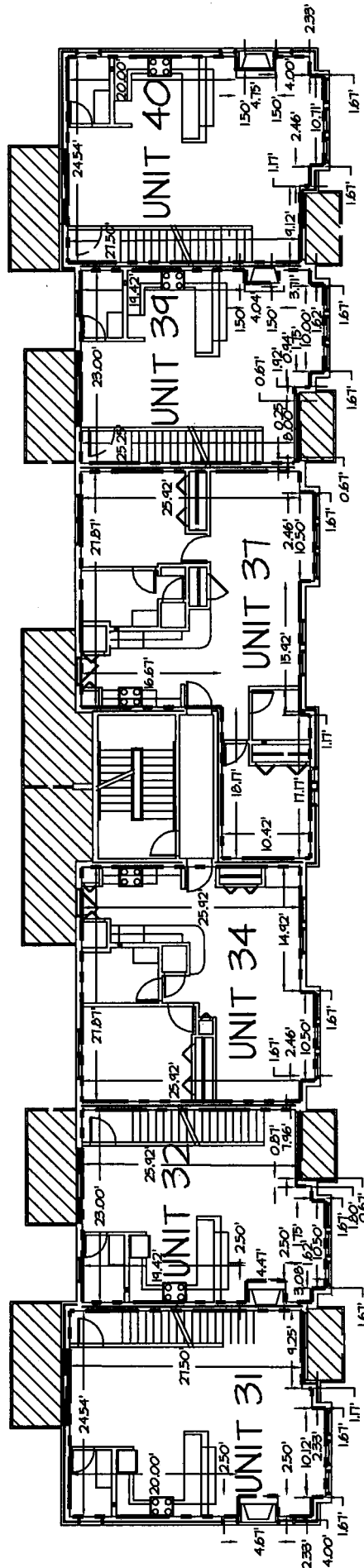
06048A
 SHEET 5 OF 7

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HILLDALE ROW CONDOMINIUM ADDENDUM 3

DANE COUNTY, WISCONSIN

LOT 3, CERTIFIED SURVEY MAP NO 1154B, LOCATED IN THE NW 1/4 OF THE NE 1/4 AND THE NE 1/4 OF THE NW 1/4 OF SECTION 20, T1N, 7E, DANE COUNTY, WISCONSIN



UNIT 31	=	GROUND FLOOR 640 sq. ft.
		FIRST FLOOR 649 sq. ft.
		SECOND FLOOR 649 sq. ft.
		TOTAL 2032 sq. ft.
UNIT 32	=	GROUND FLOOR 607 sq. ft.
		FIRST FLOOR 619 sq. ft.
		SECOND FLOOR 607 sq. ft.
		TOTAL 1833 sq. ft.
UNIT 34	=	FIRST FLOOR 140 sq. ft.
UNIT 37	=	FIRST FLOOR 629 sq. ft.
UNIT 39	=	GROUND FLOOR 607 sq. ft.
		FIRST FLOOR 624 sq. ft.
		SECOND FLOOR 607 sq. ft.
		TOTAL 1839 sq. ft.
UNIT 40	=	GROUND FLOOR 640 sq. ft.
		FIRST FLOOR 649 sq. ft.
		SECOND FLOOR 649 sq. ft.
		TOTAL 2032 sq. ft.

BUILDING J - FIRST FLOOR

000014

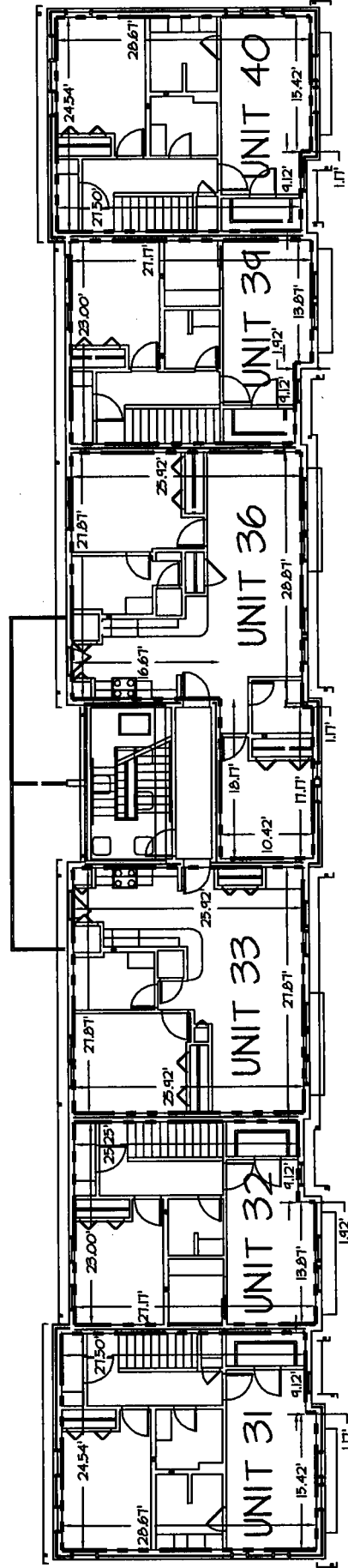
SURVEYED FOR:
HILLDALE LAND COMPANY, LLC
JOSEPH FREED AND ASSOCIATES, LLC
220 N. SMITH STREET SUITE 300
PALATINE, IL 60067

THIS INSTRUMENT WAS DRAFTED
BY FRANCIS TIGHELAND

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SHEET 6 OF 7

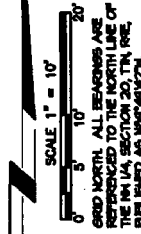
HILDALE ROW CONDOMINIUM ADDENDUM 3

DANE COUNTY, WISCONSIN
 LOT 3, CERTIFIED SURVEY MAP NO 11545, LOCATED IN THE NW 1/4 OF THE NE 1/4 AND THE NE 1/4
 OF THE NW 1/4 OF SECTION 20, T1N, 27E, DANE COUNTY, WISCONSIN



UNIT 31	=	GROUND FLOOR 640 sq. ft.
		FIRST FLOOR 649 sq. ft.
		SECOND FLOOR 648 sq. ft.
		TOTAL 2037 sq. ft.
UNIT 32	=	GROUND FLOOR 607 sq. ft.
		FIRST FLOOR 618 sq. ft.
		SECOND FLOOR 607 sq. ft.
		TOTAL 1832 sq. ft.
UNIT 33	=	GROUND FLOOR 722 sq. ft.
UNIT 36	=	SECOND FLOOR 910 sq. ft.
UNIT 39	=	GROUND FLOOR 607 sq. ft.
		FIRST FLOOR 624 sq. ft.
		SECOND FLOOR 607 sq. ft.
		TOTAL 1938 sq. ft.
UNIT 40	=	GROUND FLOOR 640 sq. ft.
		FIRST FLOOR 704 sq. ft.
		SECOND FLOOR 648 sq. ft.
		TOTAL 2092 sq. ft.

BUILDING J - SECOND FLOOR



LEGEND

--- Unit Boundary
 LIMITED COMMON ELEMENT

SURVEYED FOR:
 HILDALE LAND COMPANY, LLC
 JOSEPH FREED AND ASSOCIATES, LLC
 220 N. SMITH STREET SUITE 500
 PALATINE, IL 60067

THIS INSTRUMENT WAS DRAFTED
 BY FRANCIS THOMAS

06/04/24
 SHEET 1 OF 7

0000015

Exhibit D

Percentage Interests in Hilldale Row Condominium

Building	Unit No.	Initial Percentage Interest
G	1	2.924%
	2	2.513%
	3	2.019%
	4	2.019%
	5	2.141%
	6	2.903%
	7	2.903%
	8	2.141%
	9	2.513%
	10	2.924%

Building	Unit No.	Initial Percentage Interest
H	11	2.924%
	12	2.513%
	13	2.019%
	14	2.019%
	15	2.141%
	16	2.903%
	17	2.903%
	18	2.141%
	19	2.513%
	20	2.924%

Building	Unit No.	Initial Percentage Interest
I	21	2.924%
	22	2.513%
	23	2.019%
	24	2.019%
	25	2.141%
	26	2.903%
	27	2.903%
	28	2.141%
	29	2.513%
	30	2.924%

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Building	Unit No.	Initial Percentage Interest
J	31	2.924%
	32	2.513%
	33	2.019%
	34	2.019%
	35	2.141%
	36	2.903%
	37	2.903%
	38	2.141%
	39	2.513%
	40	2.924%



DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
4146922

12/27/2005 03:19PM

Trans. Fee:
Exempt #:

Rec. Fee: 23.00
Pages: 7

Document Number

**FIRST AMENDMENT TO
DECLARATION OF
HILDALE ROW CONDOMINIUM**

THIS AMENDMENT TO DECLARATION (this "Amendment") is made as of this 7th day of December, 2005 by Hildale Row LLC, a Wisconsin limited liability company (hereinafter referred to as the "Declarant"), and modifies and amends the Declaration of Hildale Row Condominium dated November 28, 2005 and recorded with Dane County Register of Deeds as document number 4138458 on December 1, 2005 (the "Declaration"). Capitalized terms used herein but not defined shall have the meaning set forth in the Declaration.

WHEREAS, Declarant owns certain real property located in the City of Madison, County of Dane, State of Wisconsin and more particularly described in EXHIBIT A attached hereto and made a part hereof (hereinafter referred to as the "Condominium Property");

WHEREAS, the Declarant has declared that the Condominium Property is subject to the Act and the Declaration; and

WHEREAS, Declarant wishes to amend the Declaration to address the manner in which parking spaces will be assigned as either Limited Common Elements or General Common Elements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Parking Spaces. Notwithstanding anything contained in the Declaration or the Plat to the contrary, the Declarant reserves the right to designate, assign, transfer or convey the parking spaces shown as P1 to P12 of the Plat as Limited Common Elements appurtenant to a specific Unit. Declarant may make such an assignment or designation in connection with its deed to a Unit Owner. No Unit Owners shall be entitled to use a parking space designated as a Limited Common Element unless Declarant makes a specific assignment or designation of such parking space in the deed to such Unit. If, after the transfer of all the Units comprising the Condominium from the Declarant to the Unit Owners, any parking spaces remaining which have not been assigned to specific Unit Owners as Limited Common Elements, such parking spaces shall become General Common Elements. The use of such remaining spaces as General Common Elements shall be determined by the Association in accordance with the By-Laws. Unit Owners with rights to use parking spaces as Limited Common Elements may transfer such Limited Common Elements as is provided for more fully in the By-Laws.

001240

Drafted by and after recording return to:

Attorney Douglas S. Buck
Foley & Lardner LLP
P. O. Box 1497
Madison, WI 53701-1497

251/0709-201-2104-6

Parcel Identification Number(s)

11/23

2. Addendum to Plat. Declarant hereby approves Addendum 1 to the Plat in the form attached hereto as Exhibit B.

3. No Other Changes. Except as set forth in this Amendment all other terms and provisions of the Amended Declaration shall remain in full force and effect.

[signatures on following page]

001251

IN WITNESS WHEREOF, Declarant has caused this Amendment to be duly executed on the date first above written.

DECLARANT:

HILLDALE ROW LLC

By: JOSEPH FREED HOMES LLC, its
sole manager

By: Cheryl Charnas
Name: Cheryl Charnas
Title: Authorized Signatory

STATE OF ILLINOIS)
) SS
COUNTY OF)

Personally came before me this 7th day of December, 2005, Cheryl Charnas, the Authorized Signatory of JOSEPH FREED HOMES LLC, as the sole manager of HILLDALE ROW LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing on behalf of said limited liability company and acknowledged the same.

Lori F. Chacos
Printed Name: LORI F. CHACOS
Notary Public, State of Illinois
My Commission: 1/11/09



CONSENT OF MORTGAGEE

This Amendment is hereby approved by, consented to and acknowledged by:

KEY BANK National Association

By: Jeffrey T. HunkeleName: Jeffrey T. HunkeleTitle: Vice President

STATE OF Illinois)
) SS
COUNTY OF Cook)

Personally came before me this 22nd day of December, 2005, Jeffrey T. Hunkele, the Vice President of KEY BANK National Association, a national banking association to me known to be the person who executed the foregoing on behalf of said entity and acknowledged the same.

Jane E. Blomquist
Printed Name: Jane E. Blomquist
Notary Public, State of Illinois
My Commission: 5-7-06

EXHIBIT A

001253

Lot Two (2) of Certified Survey Map No. 11595 recorded in the Dane County, Wisconsin, Register of Deeds Office in Volume 70 of Certified Survey Maps, page 341, as Document No. 4130650 in the City of Madison, Dane County, Wisconsin.

RE: COPY OF REDUCED SIZE MAP OR SITE PLAN ATTACHED

001254

When viewing the spatial relationships illustrated by said reduced size copy of Map or Site Plan, it is acceptable to disregard illegible printed text.

The undersigned agent for the grantor hereby attests to the accuracy of the above statement.

FIRST AMERICAN TITLE INSURANCE COMPANY

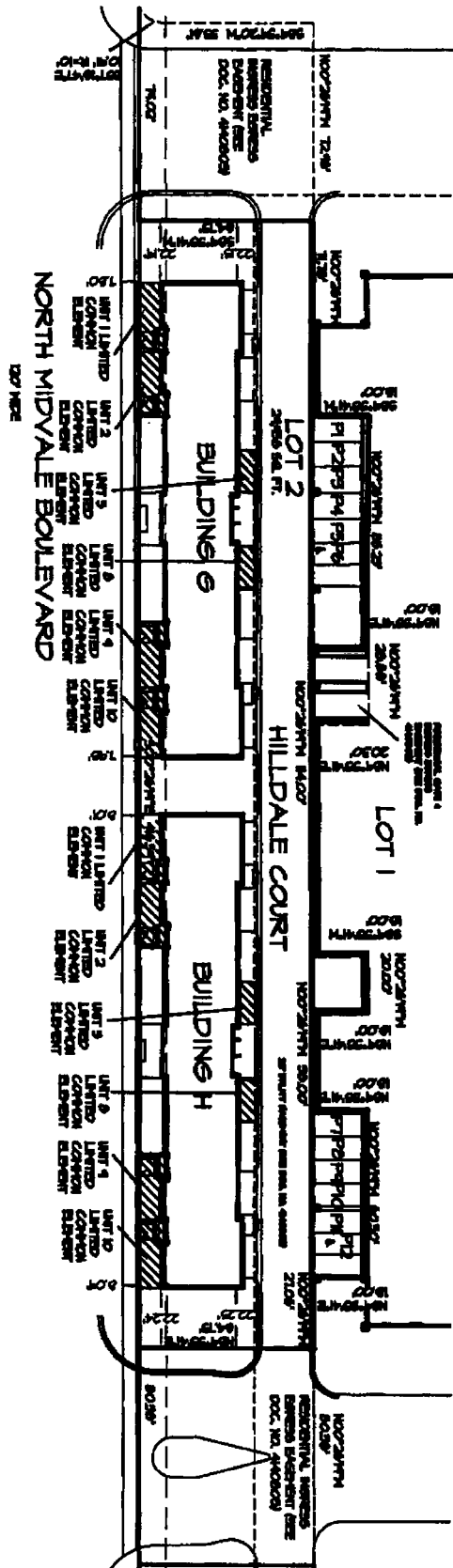
By: _____

Authorized Signatory Thomas J. Blue1

HILDALE ROM CONDOMINIUM ADDENDUM
DANE COUNTY, WISCONSIN
LOT 3 CERTIFIED SURVEY MAP NO. 1000, LOCATED IN THE NW 1/4 OF THE NW 1/4 AND THE NW 1/4 OF THE NW 1/4 OF SECTION 20, T4N, R12E, DANE COUNTY, WISCONSIN

DESCRIPTION:
LOT 3 CERTIFIED SURVEY MAP NO. 1000, BEING
SECTION 20 OF T4N, R12E, DANE COUNTY, WISCONSIN
IN VOLUME 20 OF CERTIFIED SURVEY
MAPS.

NOTATION.
LOT 2, CANTONED SURVEY MAP NO. 5185, RECORDED IN THE
OFFICE OF THE REGISTER OF DEEDS FOR DANE COUNTY,
WISCONSIN, IN VOLUME 27 OF CANTONED SURVEY MAPS,
PAGES 54-55, AS DOCUMENT NO. 480363, LOCATED IN
THE CITY OF MADISON, DANE COUNTY, WISCONSIN.

[illegible]

SUBMITTED FOR:
HILDALE LAND COMPANY, LLC
JOHN FINEED AND ASSOCIATES, LLC
220 N. SMITH STREET SUITE 300
PALATKA, IL 60067

**THIS MATERIAL HAS BEEN
DECLASSIFIED**

LAND SURVEYORS CERTIFICATE
I, Theresa R. Rasmussen, registered land surveyor, hereby certify that this plat herein is a correct representation of the conditions described and that the five other plans are reproduced from plans furnished by the applicant and that the identification and location of each well and the common elements can be determined from this plat.

Francis R. Howard
Lord Burgess & Co.

Office of Registrar of Deeds
Dane County, Wisconsin
Received by Return

20 _____ at _____ o'clock
and returned to me _____
of Constitution Rules on page _____

Register _____ Constitution Rule
Sheet 1 of 7

Document Number

**DECLARATION
OF
HILDALE ROW CONDOMINIUM**

DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
4138458

12/01/2005 03:46PM

Trans. Fee:
Exempt #:

Rec. Fee: 101.00
Pages: 46

001111

Recording Area

Name and Return Address

Mr. Douglas S. Buck
Foley & Lardner LLP
150 East Gilman Street
Madison, Wisconsin 53703

251/0709-201-2104-6

and 251/0709-201-2105-4

Parcel Identification Number (PIN)

DECLARATION
OF
HILDALE ROW CONDOMINIUM

001112

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**DECLARATION
OF
HILDALE ROW CONDOMINIUM**

This Declaration is made as of this 28th day of November, 2005 by Hildale Row LLC, a Wisconsin limited liability company (hereinafter referred to as the "Declarant").

Declarant owns certain real property located in the City of Madison, County of Dane, State of Wisconsin and more particularly described in EXHIBIT A attached hereto and made a part hereof (hereinafter referred to as the "Condominium Property") and Declarant does hereby declare that the Condominium Property is hereby made subject to this Declaration, established under the Wisconsin Condominium Ownership Act. The Property (as hereinafter defined) and any and all improvements now or subsequently placed thereon and any and all easement rights and appurtenant rights belonging thereto shall be known and described as Hildale Row Condominium (hereinafter referred to as the "Condominium") with addresses c/o Hildale Row LLC, c/o CSC – Lawyers Incorporating Service Company, 25 West Main Street, Madison, Wisconsin 53701.

The address of the Condominium is 502 – 514 and 582 – 594 North Midvale Boulevard, Madison, Wisconsin 53705.

**ARTICLE I
DEFINITIONS**

Section 1.1 Undefined Capitalized Terms. Capitalized terms not otherwise defined herein or on the Plats (as hereinafter defined) shall have the meanings specified or used in the Act.

Section 1.2 Defined Terms. The following terms shall have the following specific meanings when used herein:

- (a) "Act" means Chapter 703: Wisconsin Condominium Ownership Act of the Wisconsin Statutes, as amended and renumbered from time to time.
- (b) "Association" means Hildale Row Condominium Association, Inc., the association of the Unit Owners in the Condominium.
- (c) "Board of Directors" means the governing body of the Association.
- (d) "Building(s)" means any detached structure containing one or more Units which structure is situated on the Property.
- (e) "Bylaws" means the Bylaws of the Association.
- (f) "CCR" means the Declaration of Covenants, Conditions, Restrictions and Easements as described in Section 16.10 of this Declaration

- (g) "City" means the City of Madison, Wisconsin.
- (h) "Common Elements" both "General" and "Limited", mean all parts of the Condominium other than the Units, as more fully set forth in Sections 2.3, 2.4 and 2.5 of this Declaration.
- (i) "Common Expenses" means and includes all sums lawfully assessed against the Unit Owners by the Association, including without limitation (i) expenses of administration, maintenance, repair or replacement of the Common Elements, including insurance premiums and contributions to such reserves as may be established, and (ii) expenses declared Common Expenses pursuant to the provisions of the Act or this Declaration or the Bylaws.
- (j) "Condominium" means Hilldale Row Condominium.
- (k) "Condominium Documents" consist of this Declaration, the Articles of Incorporation of the Association, the Bylaws and the Rules and Regulations.
- (l) "Condominium Property" means the real property as described in the description attached hereto and made a part hereof as EXHIBIT A, and further described on the plat of survey attached hereto and made a part hereof as EXHIBIT A-1, and any amendments or addenda thereto.
- (m) "Declarant" means Hilldale Row LLC, a Wisconsin limited liability company, its successors and assigns.
- (n) "Declaration" means this Declaration of Hilldale Row Condominium.
- (o) "Eligible Mortgagee" means any person or entity who is the holder or governmental or a governmentally approved insurer or guarantor of an Eligible Mortgage and who has requested the Association to notify it of any proposed action pursuant to Section 10.4 hereof requiring the prior written consent of a specified percentage of Eligible Mortgagees.
- (p) "Eligible Mortgage" means a recorded first deed of trust or mortgage encumbering a Unit.
- (q) "Expansion Lands" means the real property and any improvements thereon, whether now existing or hereafter constructed, more particularly described in EXHIBIT B attached hereto and made a part hereof and further described on the plat of survey attached hereto and made a part hereof as EXHIBIT A-1, which real property may be added in whole or in part at any time or from time to time to the Condominium in accordance with the provisions of this Declaration and the Act.
- (r) "Floor Plans" consist of the plans attached hereto and made a part hereof as EXHIBIT C and any addendum thereto, showing outline particulars of the Buildings and the Units, which plans are being recorded as part of the Plats pursuant to the Act simultaneously with this document and constituting a part of this Declaration, as the same may be amended from time to time.

(s) **"General Common Elements"** means those portions of the Common Elements designated in this Declaration or the Plats or Floor Plans as being General Common Elements.

(t) **"Limited Common Elements"** means those portions of the Common Elements designated in this Declaration or on the Plats or Floor Plans as being Limited Common Elements.

(u) **"Managing Agent"** means any professional managing agent employed to perform duties and services for the Condominium in accordance with the Act, this Declaration and the Bylaws.

(v) **"Percentage Interest"** means the undivided percentage interest of each Unit in the Common Elements as set forth in Section 3.1 of this Declaration, as amended from time to time in accordance with the provisions of the Act and this Declaration. In the event the Condominium is expanded, Percentage Interests for all Units in the Condominium as expanded shall be adjusted as set forth in Article V of this Declaration entitled "Option to Expand".

(w) **"Plats"** means the Plat(s) of Survey of the Condominium being recorded pursuant to the Act simultaneously with this document and constituting a part of this Declaration, as the same may be amended from time to time.

(x) **"Property"** means the Condominium Property. In the event the Condominium is expanded, the term "Property" shall mean the Condominium Property, together with such portions of the Expansion Lands or other property as from time to time have been added to the Condominium.

(y) **"Rules and Regulations"** means the rules and regulations adopted from time to time by the Board of Directors pursuant to the Bylaws.

(z) **"Unit"** means a Unit as defined in the Act, as separately described as a Unit on the Plat, on the Floor Plans, in the Section of this Declaration entitled "Description of Units" and any amendment or addendum to any of the foregoing.

(aa) **"Unit Owner"** means any natural person, combination of natural persons, corporation, partnership, limited liability company, association, trust or other entity capable of holding title to real property, or any combination thereof which owns fee simple title to a Unit or has equitable ownership to a Unit as a land contract vendee, but does not include any mortgagee, as such, unless and until such mortgagee takes title to a Unit by foreclosure or process in lieu thereof.

ARTICLE II DESCRIPTION

Section 2.1 **Description of Buildings.** There will be two (2) initial Buildings on the Property, Buildings G and H, as the same are designated on the Plats. Buildings G and H will each contain a total of ten (10) Units and appurtenant facilities. There will initially be a total of twenty (20) Units on the Property. The general location, dimensions and area of the Buildings

and facilities are shown on the Plats and the Floor Plans. The Buildings are designated as shown on the Plats.

Any additional Buildings will each contain ten (10) Units. The general estimated locations of proposed additional Buildings are shown on the Plats. Water and sewer will be provided to the Buildings and Units by public water and sewer. Gas and electricity will be provided to service each Building and Unit by public utility companies.

Section 2.2 Description of Units. Units are identified by Building and number as indicated on the Plats or Floor Plans. Each Unit and the approximate area, location, appurtenant Limited Common Elements, if any, and immediate Common Elements to which said Unit has access are, to the extent feasible, generally shown on the Plats or Floor Plans.

(a) The perimeter boundaries of each Unit shall consist of that part of each Building as follows:

(i) Horizontal Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the vertical boundaries:

(A) Upper Boundary: The upper boundary of a Unit is the horizontal plane of the bottom surface of the floor joist above the uppermost floor of each such Unit; provided, however, that the upper boundary of each of the uppermost Units in a Building is the horizontal plane of the bottom surface of the attic floor joists, if any, above such Unit, or if no such attic floor joists, then the bottom surface of the trusses supporting the roof of the Building.

(B) Lower Boundary: The lower boundary of a Unit is the horizontal plane of the top surface of the concrete slab or floor joist below the lower most floor of each such Unit.

(ii) Vertical Boundaries: The vertical boundaries of a Unit are the vertical planes, extended to intersections with each other and with said Unit's upper and lower boundaries, of the inner surface of any stone, brick, block or other masonry walls bounding such Unit and, with respect to those walls bounding such Unit which are not of stone, brick, block or other masonry, such vertical boundaries are the interior surface of the dry wall, wood, or plaster perimeter walls bounding such Unit.

(iii) Included Items: Expressly included as part of each Unit are:

(A) the door to any patio, deck, porch or balcony serving the Unit;

(B) the front entrance door and any other entrance door to the Unit and any and all hardware associated therewith;

(C) all windows, screens or sky lights for the Unit, including porch screens;

(D) interior ceilings, floors, walls, and floor and wall coverings (including all wallpaper and paint, other than the initial primer coat applied by the Declarant), including those within any screened or enclosed porch;

(E) the air conditioning, heating, gas lines and plumbing components exclusively serving such Unit whether or not located within the designated boundary lines of the Unit;

(F) for Buildings with Units with attached garages, as more particularly depicted on the Plats and Floor Plans, the interior of any garage or garages exclusively serving the Unit, including, without limitation, garage doors, the interior ceilings, floors, walls and floor and wall coverings, if any;

(G) the interior surface of any breezeway, storage area or walkway exclusively serving the Unit, including, without limitation, the interior ceilings, floors, walls and floor and wall coverings, if any;

(H) subject to subparagraph (I) below, all space, interior partitions and other fixtures and improvements (including, without limitation, sinks, bathtubs, other plumbing facilities, refrigerators, ovens, television, cable and other communication lines and systems, any individual Unit temperature alarm and other appliances and systems) within the designated boundaries of a Unit; and

(I) if any chutes, flues, ducts, conduits, wires, pipes, bearing walls, bearing columns or any other apparatus (including, without limitation, wall safes, medicine cabinets, built-in shelving and other similar items) lies partially within and partially outside of the designated boundaries of a Unit, any portions thereof exclusively serving that Unit shall be deemed a part of that Unit, while any portions thereof, serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements and a valid easement for any such part of the Common Elements and for its maintenance, inspection, repair or replacement shall exist in favor of the Association and the Declarant, their agents and employees.

(iv) If any portion of the General or Limited Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the General or Limited Common Elements as a result of the duly authorized construction, reconstruction or repair of a Building, or as a result of settling or shifting of a Building, a valid easement for the encroachment and for its maintenance shall exist so long as the Building stands. The existing physical boundaries of a Unit or Common Elements constructed or reconstructed in substantial conformity with the Plats shall be conclusively presumed to be its boundaries, regardless of the settling or shifting of the Building and regardless of minor variations between the physical boundaries described in this Declaration or shown on the Plats and the existing physical boundaries of any such Unit or Common Element.

Section 2.3 Description of Limited Common Elements. The Limited Common Elements consist of those Common Elements which are generally described below or are generally identified as such on the Plats and Floor Plans, and which are reserved for the use of specific Units to the exclusion of all other Units. The Limited Common Elements include without limitation:

- (a) any patios, porches or decks adjacent to Units (which are reserved for the exclusive use of the Units to which each is adjacent);
- (b) the fenced in (or otherwise enclosed) yards adjacent to Units, if any, (which are reserved for the exclusive use of the Units to which each is adjacent) and that portion of any yard whether or not fenced in, designated as a Limited Common Element for the benefit of a Unit as more particularly shown on the Plats or Floor Plans;
- (c) any functional balconies (being those balconies designed for use as same); provided, however, that, notwithstanding anything to the contrary contained herein, any non-functional balconies, being those designed for decorative or ornamental purposes only, are General Common Elements;
- (d) the frames and sills of all entrance doors, porch, deck, patio or balcony doors and frames and sills of all windows which are not part of the Unit but which are adjacent to and serve only such Unit;
- (e) the sidewalk(s) and/or any stairs exclusively serving a Unit or Units as shown on the Plats or Floor Plans;
- (f) for Buildings which contain Units without garages dedicated solely to such Units, any parking spaces, including certain structural elements related to the same, designated as Limited Common Elements appurtenant to a Unit or Units on the Plats or Floor Plans or addenda thereto.
- (g) the exterior patio and deck lights, rear balcony lights and/or front coach light, if any, mounted on the exterior of a Unit;
- (h) any chimney, dormer or similar appurtenance exclusively serving a Unit whether or not located within the designated boundary lines of a Unit;
- (i) the inner surface (to the mid-point) of any fence or other enclosure (either in its entirety or a portion thereof as applicable) separating a yard serving a Unit from either another yard exclusively serving another Unit or the Common Elements as shown on the Plats; and
- (j) subject to the provisions of Section 2.2(a)(iii)(A) through (I), any shutters, awnings, window boxes, porches, decks and other fixtures, (including, without limitation, mailboxes, house numbers and landscaping) designed to service a single Unit, but located outside a Unit.

Section 2.4 Description of General Common Elements. The General Common Elements as generally shown on the Plats and the Floor Plans consist of the entire Condominium other than the Units and the Limited Common Elements, and include without limitation the following:

- (a) The Property;
- (b) All foundations, columns, girders, beams and supports of Buildings not included as parts of Units;
- (c) All exterior walls and facings and roof of Buildings and all partitions separating Units not included as parts of Units or as Limited Common Elements;
- (d) All recreational facilities and appurtenant equipment, if any, located on the Property;
- (e) All surface parking and driveway areas not designated as Limited Common Elements, any sidewalks not designated as Limited Common Elements, common walkways, pathways, retaining walls, street lighting, lamp posts, fencing, and private streets, not included as parts of Units or the Limited Common Elements;
- (f) All open space, seating areas, gazebos and similar areas and improvements, if any, not included as parts of Units or Limited Common Elements;
- (g) The outer surface (to the mid-point) of any fence or other enclosure bounding or facing any Common Elements;
- (h) All pumps, wells, meters, pipes, wires, cables, conduits and other apparatus relating to the water distribution, drainage, power, light, telephone, sewer, heating and plumbing systems, not included as parts of Units or Limited Common Elements and whether or not located within the designated boundaries of a Unit or a Common Element;
- (i) All apparatus and installations existing or hereinafter constructed in the Buildings or on the Property for common use, or necessary or convenient to the existence, the common maintenance or safety of the Condominium; and
- (j) All access steps and landings, if any, serving Units, not included as parts of the Limited Common Elements.

Section 2.5 Declarant's Right to Modify Units and/or Limited Common Elements. Declarant hereby reserves the right to increase and/or modify or alter the size, location and floor plans of a Unit and/or Limited Common Elements and/or General Common Elements during the construction of such Unit and/or Limited Common Elements. In the event Declarant exercises its rights with respect to any Unit and/or Limited Common Element, Declarant shall file an addendum to the Plats with the Register of Deeds of Dane County showing the exact location, size and floor plans of any materially modified Unit and/or Limited Common Element and/or General Common Element.

Section 2.6 Declarant's Right to Alter Common Elements. The Declarant and its duly authorized agents, representatives and employees shall have the right exercisable in the sole discretion of the Declarant, to modify, alter, remove or improve any defective or nonfunctional Common Element (including without limitation any item of equipment or any fixture). Such right shall expire with respect to each Common Element as of the date two (2) years after Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner and/or the Association.

ARTICLE III PERCENTAGE INTERESTS AND VOTING

Section 3.1 Percentage Interests. The undivided percentage interest in Common Elements (including Limited Common Elements) of the Condominium shall at any and all times be apportioned as follows and appurtenant to each and every Unit then included in the Condominium. Each Unit's Percentage Interest in Common Elements shall be as determined in the sole discretion of Declarant. Until such time as Declarant may expand the Condominium in accordance with Article V hereof, the percentage interest in Common Elements appertaining to each Unit shall be as set forth on EXHIBIT D attached hereto and made a part hereof.

Section 3.2 Votes. There shall be one (1) vote appertaining to each Unit as more particularly set forth in the Bylaws.

ARTICLE IV EASEMENTS

Section 4.1 Additional Easements. In addition to and in supplementation of the easements provided for by Section 703.32 of the Wisconsin Statutes, as amended and renumbered from time to time, and other provisions of the Act, and any and all licenses, easements, rights-of-way, covenants, limitations and restrictions of record, the Condominium shall be subject to the following easements and restrictions:

(a) **Expansion Lands; Ingress and Egress; Utilities.** The Declarant, for itself and its successors, assigns, employees and agents and for any person or entity at any time owning or occupying any portion of the Expansion Lands and their guests and invitees, and for companies or entities providing utilities to the Property and the Expansion Lands, hereby reserves perpetual, alienable and non-exclusive easements on, over and through any and all common walkways and pathways, and private roadways or drives at any time a part of the Condominium for pedestrian and vehicular ingress and egress into and from any and all portions of the Condominium and the Expansion Lands; on, over and across the Common Elements for purposes of limited recreational use thereof, including, without limitation, the right to use any improvements situated on the Common Elements for the purposes for which they are intended; and on, over and through any portion of the Condominium, except portions occupied by structural improvements, for purposes of the construction, installation, placement, inspection, maintenance, repair, replacement, or restoration of any walkways, pathways, roadways, and drives between the Condominium and the Expansion Lands, and/or any utilities, including, without limitation, gas, telephone, electricity, water, sewer and cable, for the benefit of the Condominium and/or Expansion Lands, or any part or parts thereof and for any and all lawful

purposes. In the exercise of any rights hereunder, there shall be no unreasonable interference with the use of any Unit for residential purposes, or with the Common Elements, for the purposes for which each reasonably is intended. Any person exercising any rights hereunder is and shall be obligated to repair promptly, at such person's own expense, any damage caused by the exercise of such rights and to restore such property to the condition of such property prior to the exercise of such rights. The provisions of this paragraph automatically shall terminate and be of no further force and effect at such time, if any, the Condominium shall be expanded to include all of the Expansion Lands. If at any time the Declarant is not the owner of the Expansion Lands, or any part thereof, then this reservation and/or grant of easements shall benefit only those portions of the Expansion Lands that Declarant expressly declares shall benefit from said easement or easements in an instrument recorded in the Office of the Register of Deeds for Dane County, Wisconsin.

(b) Easement to Facilitate Sales.

(i) Declarant and its duly authorized agents, representatives and employees shall have the right, exercisable in Declarant's sole discretion, to use as model, sales and/or rental offices and/or for any other lawful purpose or purposes any Unit or Units which have not been conveyed by the Declarant and any Unit or Units leased by the Declarant from Unit Owners who may agree to lease their Units to the Declarant for such use(s). Such Units shall be Units within the meaning of this Declaration and the Condominium Act, and shall not comprise a part of the Common Elements. The Declarant shall have the absolute right for itself, its successors and its invitees and prospective purchasers, to use and enter, without being subject to any charge or fee therefor, any and all such Units and the Common Elements, including parking areas, for model, sales and/or rental purposes and/or for any other lawful purpose or purposes, including placing thereon "for sale" or "for rent" signs and other promotional materials.

(ii) So long as the Declarant owns one (1) or more Units, Declarant shall have an easement to maintain sales and/or construction offices, including, without limitation, a model, sales center, sales and/or construction trailer or tent, and management offices throughout the Property and to maintain one or more advertising signs on the Common Elements. Declarant may from time to time relocate any such models, management offices and sales and/or construction offices, trailers and tents to different locations within the Property. Upon the relocation of a model, management office or sales office, Declarant may remove all personal property and fixtures therefrom.

(iii) So long as Declarant shall be engaged in selling property, Declarant shall have the right to restrict the use of the Common Element parking spaces, if any, for sales purposes. Such use shall include reserving such spaces for use by prospective purchasers, Declarant's employees, and others engaged in sales, maintenance, construction or management activities.

Notwithstanding anything to the contrary contained in this Declaration, the Bylaws, or the Rules and Regulations, no provision in said Condominium Documents or any

amendment or addendum thereto shall limit or restrict the Declarant's rights pursuant to this Section 4.1(b).

(c) Utility and Other Easements. The Units and Common Elements and the Property, including any dedicated street thereon, shall be, and are hereby, made subject to easements in favor of the Declarant (until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner or the Association, and shall have completed the expansion to the Condominium), the Association, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment, including security systems, as may be necessary or desirable to serve any portion of the Property. The easements provided for by this Section 4.1(c) shall include, without limitation, rights of Declarant, the Association, any providing utility, any service company, and any governmental agency or authority and any of them to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, fire hydrants and fire hose connections, sewer and drain lines, telephone and cable wires and equipment, television equipment and facilities (cable or otherwise), security systems, electrical wires, conduits and equipment and ducts and vents and any other appropriate equipment and facilities over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant to a grantee other than the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

(d) Dedication. The Association shall have the right to dedicate or transfer all or any part of the Common Elements to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Unit Owners. Except for the installation of utilities pursuant to Section 4.1(c) hereof, no such dedication or transfer shall be effective unless approved by Unit Owners owning Units to which at least seventy-five percent (75%) of the votes in the Association appertain and Eligible Mortgagees holding sixty-seven percent (67%) of all Eligible Mortgages owned in the Condominium or such higher majority as may be required by the Act and unless written notice of the proposed agreement and action thereunder is sent to every Unit Owner at least ninety (90) days in advance of any such action.

(e) Declarant's Easements.

(i) Declarant reserves an easement (until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner or the Association and shall have completed any expansion of the Condominium) to use portions of the Common Elements and any Units owned by Declarant for construction, repair or renovation related purposes including the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work respecting the Property and the Expansion Lands.

(ii) Declarant reserves an easement (until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner or the Association, and shall have completed any expansion of the

Condominium) on, over and under those portions of the Common Elements not located within the Buildings for the purpose of maintaining and correcting drainage of surface, roof or storm water. The easement created by this Section 4.1(e) expressly includes the right to cut any trees, bushes, or shrubbery, to grade any soil or to take any other action reasonably necessary.

(iii) Until the Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner, the Association, the City and shall have completed any expansion of the Condominium and for a period of two (2) years after the Declarant has turned over control of the Board to the Unit Owners, the Declarant shall have an easement through the Units and the Common Elements for any access necessary to complete any renovations or modifications to be performed by Declarant.

Notwithstanding anything to the contrary contained in this Declaration, the Bylaws or the Rules and Regulations, no provision in said Condominium Documents or any amendment or addendum thereto shall limit or restrict the Declarant's rights pursuant to this Section 4.1(e).

(f) Easement for Ingress and Egress Through Common Elements, Access to Units and Support.

(i) Each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through all General Common Elements, subject to such reasonable rules, regulations and restrictions as may be imposed by the Declarant or the Board of Directors. Each Unit is hereby burdened with and subjected to an easement for ingress and egress through all General Common Elements by persons lawfully using or entitled to the same.

(ii) To the extent necessary, each Unit shall have an easement for structural support over every other Unit in the Building and the Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Building and the Common Elements.

(g) Common Elements Easement in Favor of Unit Owners. The Common Elements (including without limitation the Limited Common Elements) shall be and are hereby made subject to the following easements in favor of the Association and the Units benefited:

(i) For the installation, repair, maintenance, use, removal and/or replacement of pipes, wires, ducts, cables, conduits, heating and air conditioning systems, electrical, telephone and other communication wiring and all other utility lines and distribution systems, whether or not such Common Elements are located in any of the other Units or in any other part of the Condominium, to the extent such pipe, wire, and air conditioning system, electrical, telephone and other communication wiring and all other utility lines and distribution systems serves any Unit or is necessary for service to any Unit; provided that any such installation, repair, maintenance, use, removal and/or replacement of any such item does not, in the determination of the Board of Directors,

unreasonably interfere, in any material adverse respect for any significant time period, with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building, or impair or structurally weaken the Building or the systems serving the Building and any and all such work is performed in a good and workmanlike manner.

(ii) For the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Element adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not, in the determination of the Board of Directors, unreasonably interfere, in any material adverse respect for any significant time period, with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building, or impair or structurally weaken the Building or the systems serving the Building and any and all such work is performed in a good and workmanlike manner.

(iii) For driving and removing nails, screws, bolts and other attachments bounding the Unit and the Unit side surface of the studs which support the dry wall or plaster perimeter walls bounding the Unit, the bottom surface of floor joists above the Unit and the top surface of the floor joists below the Unit to the extent such nails, screws, bolts and other attachment devices may encroach into a part of a Common Element adjacent to such Unit; provided that any such action will not, in the determination of the Board of Directors, unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building or impair or structurally weaken the Building or the systems serving the Building and any and all such work is performed in a good and workmanlike manner.

(iv) For the maintenance of the encroachment of any lighting devices, outlets, medicine cabinets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Elements (including without limitation the Limited Common Elements) on the date this Declaration is recorded or was thereafter installed by Declarant.

(h) Units and Common Elements Easement in Favor of Association. The Units and the Common Elements, including, without limitation, the Limited Common Elements, are hereby made subject to the following easements in favor of the Association and its agents, employees and independent contractors:

(i) for inspection of the Units and Limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible;

(ii) for inspection, maintenance, repair and replacement of the General Common Elements or the Limited Common Elements situated in or accessible from such Units or Common Elements, or both; and

(iii) for correction of emergency conditions in one or more Units or Common Elements, or both, or casualties to the Common Elements or Units.

ARTICLE V OPTION TO EXPAND

Section 5.1 Option to Expand the Condominium. The Declarant hereby expressly reserves an option until the tenth (10th) anniversary of the recordation of this Declaration to expand the Condominium in compliance with Section 703.26 of the Act, without the consent of any Unit Owner or mortgagee. The option to expand may be terminated prior to such anniversary only upon the recordation by the Declarant of an amendment to this Declaration. The option to expand is subject to the following:

(a) The Declarant expressly reserves the unqualified right to add all or any portion(s) of the Expansion Lands to add additional Units, to add additional Common Elements, or to do any or all of the foregoing at any time or from time to time at different times so long as the applicable amendment to the Declaration is recorded within the aforesaid 10-year period, provided, only that the total area of Expansion Lands added to the Condominium shall not exceed the total area of the Expansion Lands as described on EXHIBIT B attached hereto and made a part hereof and further described on the survey attached hereto and made a part hereof as EXHIBIT A-1.

(b) The maximum number of Units on the Condominium Property and Expansion Lands will not exceed forty (40), if fully expanded and added to the Condominium.

(c) In order to exercise its rights pursuant to this Article V, Declarant shall execute and record an amendment or amendments to the Declaration from time to time prior to the expiration of the aforesaid 10-year period, which amendment(s) shall describe the Expansion Lands to be added to the Condominium, the number of Units to be added, a description of said Units and any Limited or General Common Elements, the Percentage Interest of each Unit, (determined in accordance with Section 3.1 hereof), and any complementary additions and modifications to the Declaration as may be necessary and desirable to reflect the different character, if applicable, of the Expansion Lands being submitted to the Declaration, including a provision for additional easements, and to reflect any adjustment to the Common Expenses in connection with the Condominium as expanded.

(d) Declarant makes no assurances as to the locations of improvements that may be constructed on any portion of the Expansion Lands. Such improvements as may from time to time exist on any portion of the Expansion Lands will become part of the Condominium if and only if the Declarant's option to expand is timely exercised to include those portions of the Expansion Lands on which such improvements exist.

(e) All Units to be created on any portion of the Expansion Lands added to the Condominium shall be restricted to residential use, except as set forth in Section 4.1(b) hereof. No assurances are made by Declarant as to the size, number or type of Units or other improvements that may be created in the future on the Expansion Lands. EXHIBIT A-1 attached

hereto sets forth, in general terms, the outlines of the Expansion Lands, buildings and potential Common Elements that may be added to the Condominium.

(f) Declarant expressly reserves the right to create Common Elements and Limited Common Elements on the Expansion Lands. Declarant makes no assurances as to the type, size or maximum number of such Common Elements.

(g) In the event the Condominium is expanded, the allocation of Percentage Interests in the Condominium, as expanded from time to time, shall be adjusted, in accordance with Sections 3.1 and 5.2 hereof, to reflect the addition of any Units added by such expansion.

(h) In the event the Declarant exercises its right to expand the Condominium pursuant hereto, then upon any such expansion all references in this Declaration to the "Buildings," the "Condominium," "Units," "Property," "Unit Owners," "Association," and all other terms which refer to the Condominium or any aspect thereof automatically shall refer to the Condominium as expanded.

(i) In the event the Declarant shall not add to the Condominium all or any portion of the Expansion Lands, the Declarant and any owner thereof nevertheless shall have the right to construct, renovate or remodel all or any portion of any improvements on the Expansion Lands and to operate the same without restriction and for any purpose, whatsoever, including, without limitation, for commercial, retail, apartment or open space purposes and the Declarant specifically reserves the rights and easements set forth in Section 4.1(a) of this Declaration.

(j) Declarant shall have the right, but not the obligation, to submit portions of the Expansion Lands as Common Elements for open space purposes in whole or in part to this Declaration and thereby add the Expansion Lands, or such portion thereof, to the Condominium; whereupon the Unit Owners shall be responsible for the cost and maintenance thereof.

(k) Declarant shall have the right, but not the obligation, to construct from time to time community and recreational facilities on the Expansion Lands, including, without limitation, a gazebo, clubhouse, jogging or walking paths, parking areas, bicycle racks, play area, and park(s) and from time to time to add said community and recreational facilities to the Condominium; whereupon the Unit Owners shall be responsible for the costs and maintenance thereof in accordance with each such Unit Owner's Percentage Interest as of the date thereof. Declarant does not currently intend to construct any community and recreational facilities on the Expansion Lands other than landscaping, sidewalks or similar improvements to be situated therein in accordance with this Declaration. In the event Declarant reasonably believes that as a result of the addition to the Condominium of any such community and recreational facilities, the Common Expenses hereunder will then increase more than fifty percent (50%) during the first two (2) years after any such addition, then Declarant will be required to obtain the consent of at least sixty percent (60%) of the Unit Owners to the addition to the Condominium of any such community or recreational facility.

(l) In the event any community, open space and/or recreation facilities shall be constructed or included upon any portion of the Expansion Lands added to the Condominium, but the Condominium shall not be expanded to include all of the Expansion Lands, the Declarant

expressly reserves the right to grant to any persons at any time owning or occupying any portion of the Expansion Lands and the members of their families and guests, a non-exclusive easement for the use and enjoyment of such facilities, including, without limitation, open space and for reasonable rights of pedestrian and vehicular ingress and egress over the Condominium in furtherance thereof. Such easements shall be subject, without limitation, to all covenants and conditions of record, and to the obligation of all owners of any portion of the Expansion Lands so benefited to bear their fair share of all costs of operating, maintaining, repairing and replacing such facilities.

Section 5.2 Expansion Lands-Assessments, Votes. The interest in Common Elements, liabilities for Common Expenses and rights to common surpluses appurtenant to any given Unit shall be expressed as a percentage which shall be determined in accordance with Section 3.1 hereof. Except as otherwise set forth herein with respect to the Declarant, Unit Owners of Units added to this Declaration shall be entitled to vote upon the recording of the amendment to the Declaration which adds the Units to the Condominium; each such Unit shall have one vote. Assessments shall commence as to such Units in accordance with Section 6.1 hereof.

ARTICLE VI BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 6.1 Monthly Payments. The Board of Directors shall levy and enforce the collection of the general and special assessments for Common Expenses in accordance with the terms and conditions contained in the Bylaws, including, without limitation, the creation and enforcement of liens on the Units. Assessments shall commence as to any Unit upon the first conveyance of such Unit to a person or entity other than the Declarant.

ARTICLE VII USE RESTRICTIONS

Section 7.1 Restrictions. The occupancy and use of the Units and Common Elements shall be subject to the restrictions set forth in the Bylaws, as the same may be amended from time to time, and the following restrictions:

(a) The Units in the Condominium (with the exception of any Units during the time period when they are being used by the Declarant as a sample, model or sales or management office) are restricted to single family residential use and may not be used for any other purposes by the Unit Owner or any future Unit Owner, except as expressly set forth in Section 6.5(a) of the Bylaws.

(b) A Unit Owner is prohibited from making any alteration, installation, removal, reconstruction, or repair to his Unit or Units which will impair the structural integrity of the Building or any mechanical or electrical system therein; or adversely affect either the thermal or acoustical character of the Building; or lessen the support of any portion of the Building; or violate any applicable law, ordinance or governmental rule, regulation or order.

(c) A Unit Owner is prohibited from making any alteration, installation, removal, addition, reconstruction or repair to the exterior of his or her Unit without the prior written approval of the Design Review Committee in accordance with Article XII hereof.

Section 7.2 Rules and Regulations. Rules and Regulations, not in conflict with the provisions of this Declaration and the Bylaws, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Declarant, during the period of time that the Declarant controls the Board of Directors, or the Board of Directors, in their reasonable discretion, subject to the right of the Association to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Board of Directors promptly after the adoption of such Rules and Regulations or any amendments thereto.

ARTICLE VIII LEASING

Section 8.1 Declarant's Right to Lease or Sell Units. The Declarant shall retain title to each Unit not conveyed to any purchaser. The Declarant retains the right to enter into leases with any third parties for occupancy of any of the Units so retained by Declarant and not so conveyed to any purchaser, the terms and conditions of which leases shall be determined by the Declarant, in its sole discretion, or to lease back and sublease any Unit so conveyed.

Section 8.2 Unit Owner's Right to Lease. Except as set forth in Section 8.1 with respect to the rights of Declarant, a Unit Owner may lease or sublease his Unit (but not less than his entire Unit) at any time and from time to time pursuant to Section 6.5 of the Bylaws.

ARTICLE IX AMENDMENT TO DECLARATION

Section 9.1 Amendment Generally.

(a) Except as otherwise set forth in this Declaration or by the Act, this Declaration may be amended with the written consent of the Unit Owners owning not less than sixty-seven percent (67%) of the total number of votes in the Association. No Unit Owner's written consent shall be effective unless it is approved by each Eligible Mortgagee (if any) of such Unit. For purposes of this Section 9.1, the total number of votes in the Association shall be computed as though the Condominium were fully expanded under Article V of this Declaration until the tenth anniversary of the recording of this Declaration. So long as the Declarant or Declarant's successors or assigns own any interest in any Unit, the consent in writing of the Declarant, its successors or assigns, shall also be required to any amendment to the Condominium Documents. No amendment to the Condominium Documents shall alter or abrogate the rights or obligations of the Declarant or Declarant's successors or assigns as contained herein or therein unless Declarant consents in writing to such amendment. Furthermore, no amendment to the Condominium Documents shall alter or abrogate the rights of any Eligible Mortgagee unless ten percent (10%) of the Mortgagees consent in writing to such amendment. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Dane County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association.

(b) Furthermore, this Declaration can be amended with the consent of less than the number of Unit Owners and Eligible Mortgagees required under (a), above, as follows:

(i) Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions.

(ii) Declarant can unilaterally amend this Declaration to expand the Condominium to include additional lands under Article V.

(iii) This Declaration can be amended pursuant to Section 703.09(4) of the Wisconsin Statutes.

Section 9.2 Amendment by Board of Directors. The Board of Directors may make any amendment necessary to this Declaration which is necessary in the judgment of the Board of Directors to cure any ambiguity or to correct or supplement any provisions of the Condominium Documents that are defective, missing or inconsistent with any other provisions thereof, or if such amendment is necessary to conform to the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration or other secondary mortgage market lenders, guarantors, or insurers with respect to condominium projects, then at any time and from time to time the Board of Directors may effect an appropriate corrective amendment without the approval of the Unit Owners or the holder of any liens on all or any part of the Property. Each amendment of the type described in this Section 9.2 shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, which instrument has been executed and acknowledged by one or more officers of the Board of Directors.

ARTICLE X MORTGAGES

Section 10.1 Requirements.

(a) Any Eligible Mortgage or other lien on a Unit and the obligations secured thereby shall be deemed to provide, generally, that the Eligible Mortgage or other lien instrument and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, but without limitation, that the Eligible Mortgagee or lien holder shall have no right (i) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property, or (ii) to receive or apply the proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event and to the extent either of a distribution of such proceeds to Unit Owners pursuant to Section 703.18 of the Act or a distribution of insurance proceeds in excess of the cost of repair or restoration being received by the owner of the Unit encumbered by such Eligible Mortgage; or (iii) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be prepayable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit.

(b) Nothing contained in Section 10.1(a) hereinabove or elsewhere in this Declaration shall give a Unit Owner, or any other party, priority over any rights of the Eligible Mortgagee or other lien holder of a Unit pursuant to its Eligible Mortgage or other lien instrument in case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for loss to or a taking of one or more Units and/or Common Elements.

Section 10.2 Eligible Mortgagees.

(a) When an Eligible Mortgage is delivered to the Eligible Mortgagee or other lien holder, the Unit Owner shall simultaneously provide executed or conformed copies to the Board of Directors. Upon receipt of such copy of an Eligible Mortgage, the Secretary of the Board of Directors shall instruct the insurer of the Property to add the name of the Eligible Mortgagee or other lien holder to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Eligible Mortgagee or other lien holder with a Certificate of Insurance showing that the Eligible Mortgagee's or other lien holder's name has been so added.

(b) The Secretary shall maintain a register of Eligible Mortgages, showing the names and addresses of the Eligible Mortgagees or other lien holders, the amount secured by each Eligible Mortgage, and whether it is a first mortgage or deed of trust to the extent such information has been received by said Secretary.

Section 10.3 Rights of Eligible Mortgagees.

(a) Upon the specific written request (in the form set forth in Section 10.3(b) hereof) of a holder of an Eligible Mortgage on a Unit or its servicer or any insurer or guarantor thereof to the Board of Directors, such person or entity shall be entitled to receive some or all of the following as designated in the request and by virtue of such request shall be deemed to be an "Eligible Mortgagee" entitled to the rights of an Eligible Mortgagee pursuant to the Condominium Documents:

(i) Copies of budgets, notice of assessment, or any other notices or statements provided under this Declaration by the Board of Directors to the Unit Owner of the Unit covered by the Eligible Mortgage;

(ii) Any audited or unaudited financial statements of the Board of Directors which are prepared for the Board of Directors and distributed to the Unit Owner and the holder of any Eligible Mortgage on a Unit shall be entitled to have an audited statement prepared at its own expense if one is not otherwise available;

(iii) Copies of notices of meetings of the Unit Owners and the right to be represented at any such meetings by a designated representative;

(iv) Notice of substantial damage to or destruction of any Unit subject to the Eligible Mortgage (in excess of \$1,000) or any part of the Common Elements (in excess of \$10,000);

(v) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;

(vi) Notice of any default under this Declaration or the Bylaws of the owner of the Unit which is subject to the Eligible Mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default;

(vii) Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(viii) Notice of any decision by the Board of Directors to terminate any professional management of the Property and assume self-management of the Property;

(ix) Notice of any condemnation or casualty loss that affects either a material part of the Condominium or the Unit securing the Eligible Mortgagee's mortgage;

(x) Notice of any sixty (60) day delinquency in the payment of assessments or charges owed by a Unit Owner of a Unit which is subject to the Eligible Mortgage; and

(xi) Notice of any proposed action which would require the consent of a specified percentage of certain mortgagees as set forth in Section 10.4. below.

(b) The request of an Eligible Mortgagee or its servicer shall specify which of the above items it desires to receive, shall request all rights under the Condominium Documents, shall indicate the address to which any notices or documents shall be sent by the Board of Directors and shall set forth the unit number or address of the Unit on which it has or insures or guarantees an Eligible Mortgage. The Board of Directors need not inquire into the validity of any request made hereunder by an Eligible Mortgagee. The Board of Directors may refuse to honor any request where, after reasonable inquiry, it shall determine that the person making such request is not entitled to the material so requested and may establish reasonable rules to implement this Section 10.3(b). As a condition of the transmittal of such items, the Board of Directors, on behalf of the Association, may charge an Eligible Mortgagee for the cost of any such copies and any postage incurred in connection therewith.

(c) Failure to comply with the requirements set forth above shall in no way invalidate the otherwise proper actions of the Association and the Board of Directors.

Section 10.4 Approval of Mortgagees.

(a) Approval of Mortgagees. Subject to the provisions of paragraphs (b), (c) and (d) of this Section, except as provided by law in the case of dissolution, condemnation or substantial loss to Units and/or the Common Elements, unless at least sixty-seven percent (67%) of the holders of first mortgages or deeds of trust (based upon one vote for each first mortgage or deed of trust owned) and sixty-seven percent (67%) of Unit Owners other than the Declarant

have given their prior written consent, the Association and Board of Directors shall not be entitled to:

- (i) By act or omission, seek to abandon or terminate the Condominium regime;
- (ii) Change the pro rata interest or obligations of any Unit for the purpose of (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro rata share of ownership of each Unit in the Common Elements, other than minor corrections;
- (iii) Partition or subdivide any Unit;
- (iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or other public purposes or the dedication of private streets consistent with the intended use of the Common Elements, or the designation and/or assignment of Limited Common Elements shall not be deemed a transfer within the meaning of this clause); or
- (v) Use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such property.

Notwithstanding anything to the contrary contained in the foregoing, in accordance with Section 703.28 of the Act, no portion of the Property may be removed from the provisions of the Act unless said removal is consented to by one hundred percent (100%) of the Unit Owners and one hundred percent (100%) of the holders of liens affecting any of the Units.

(b) Federal National Mortgage Association Compliance. Subject to the provisions of paragraphs (a), (c) and (d) of this Section, unless at least fifty one percent (51%) of Eligible Mortgagees have given their prior written consent, no amendment to this Declaration, the Bylaws or the Rules and Regulations shall be adopted that would affect any provision thereof relating to any of the following matters:

- (i) Voting rights;
- (ii) Assessments, liens for assessments or subordination of assessment liens;
- (iii) Reserves for maintenance, repair and replacement of Common Elements;
- (iv) Responsibility for maintenance and repair of the Units and the Common Elements;
- (v) The reallocation of Percentage Interests or the reallocation, in any material way, of Limited Common Elements or rights related to the use of the Common Elements;

- (vi) The boundaries of any Unit;
- (vii) The convertibility of any Unit into Common Elements or of any Common Elements into a Unit;
- (viii) Any expansion or contraction of the Condominium, or any addition, annexation or withdrawal of any property to or from the Condominium;
- (ix) Insurance or fidelity bonds;
- (x) Leasing of Units;
- (xi) The imposition of any restrictions on the right of any Unit Owner to sell or transfer his or her Unit;
- (xii) A decision by the Association to establish self-management when professional management had been required previously by an Eligible Mortgagee;
- (xiii) The restoration or repair of all or any part of the Condominium (after a hazard damage or partial condemnation) in a manner other than the manner set forth in the Condominium Documents;
- (xiv) Any action to terminate the Condominium regime after an occurrence of substantial destruction or condemnation of the Condominium; or
- (xv) Any provision of this Declaration, the Bylaws or Rules and Regulations which expressly benefit Eligible Mortgagees.

In addition to and not in limitation of the foregoing, the Condominium regime shall not be terminated for any reason other than an occurrence of substantial destruction or condemnation of the Condominium, and no action in furtherance of such termination shall be taken or considered by Unit Owners, unless at least one hundred percent (100%) of Eligible Mortgagees have given their prior written consent.

(c) Implied Approval. The approval of an Eligible Mortgagee to any of the foregoing amendments, modifications, or revisions may be assumed when any Eligible Mortgagee fails to submit a response to any written proposal for any such amendment, modification or revision within thirty (30) days after proper notice has been delivered to the Eligible Mortgagee, by certified or registered mail, return receipt requested.

(d) Application and Effect. The provisions of this Article X shall supersede any inconsistent provision or provisions of this Declaration, the Bylaws or the Rules and Regulations; provided, however, that said provisions shall not be deemed to limit or expand and shall not supersede the following:

- (i) The amendment provisions of Article IX of this Declaration and of Section 13.1 of the Bylaws;

(ii) The right granted to the Declarant in this Declaration to subdivide or relocate the boundaries of Units;

(iii) The rights of any Unit Owner and his or her mortgagee with respect to matters particularly affecting such Unit Owner's Unit and/or Eligible Mortgage, including, without limitation, as set forth in Section 11.1 hereof; and/or

(iv) The exercise or termination of the right of the Declarant to expand the Condominium pursuant to Article V of this Declaration, which exercise or termination shall not require the consent of any Unit Owner or Eligible Mortgagee.

ARTICLE XI BOUNDARY RELOCATION; PARTITION

Section 11.1 Relocation of Unit Boundaries and Subdivision of Units. Subject to the provisions of Section 10.4(d)(iii) of this Declaration, any Unit may be subdivided, combined or the boundaries thereof relocated if such action shall have been approved in writing by all affected Unit Owners, all Eligible Mortgagees of the Units involved and the Board of Directors. The foregoing consents, including those required pursuant to Section 10.4, shall not be required with respect to Unit subdivisions or boundary relocations made by the Declarant. An amendment to this Declaration to effect any Unit subdivision, combination or boundary relocation shall be recorded by the Secretary of the Association. The provisions of this Section 11.1 do not apply to alterations allowed by Section 703.13 (6) and (7) of the Act or by the provisions of the Bylaws.

Section 11.2 No Revocation or Partition. Except as otherwise set forth herein, the Common Elements shall remain undivided and no Unit Owner or any other person shall bring or have the right to bring any action for partition or division thereof, nor shall the Common Elements be abandoned by act or omission, unless the Condominium regime is waived and terminated by agreement of Unit Owners owning Units to which appertain at least one hundred percent (100%) of all the votes in the Condominium, except as provided herein in the event of casualty or condemnation.

ARTICLE XII DESIGN REVIEW CONTROL COMMITTEE

Section 12.1 Design Review Committee. The Design Review Committee shall be composed of three (3) Unit Owners or representatives of Declarant appointed by the Board, one (1) of whom shall be a member of the Board or in the event the Board elects not to appoint a separate Design Review Committee, the term "Design Review Committee" shall refer to the Board; provided, however, that until such time as seventy-five percent (75%) of the aggregate of (a) all Units submitted to the Condominium and (b) all Units which Declarant has the right and option to add to the Condominium pursuant to Article V hereof have been conveyed to parties other than the Declarant, the Design Review Committee shall be the Declarant.

Section 12.2 Construction/Modification of Units, Common Elements and Improvements on the Property. No Unit Owner shall make any addition, alteration, or improvement including, without limitation, repainting or revarnishing or changing the

appearance of the Common Elements or the exterior appearance of any Unit (including, without limitation, doors, windows (including window treatments), flagpoles, bird feeders, mailboxes, and/or landscaping, other than the planting of seasonal flowers within a Unit's Limited Common Element yard, if any) until a written request setting forth the details of the addition, alteration, improvement or change shall have been submitted to and approved in writing as to harmony of external design, soundness and visual aesthetics by the Design Review Committee, which approval may be approved or denied in the Design Review Committee's sole discretion. All reasonable third-party costs incurred by the Design Review Committee with the review of any written request of a Unit Owner pursuant to this Article XII shall be the sole responsibility of such Unit Owner. Until payment of such costs, the Design Review Committee shall have no obligation to act upon any Unit Owner's request. The Design Review Committee may not approve any addition, alteration, improvement or change unless such addition, alteration, improvement or change complies with the Act, this Declaration, the Bylaws and the then current Rules and Regulations.

Section 12.3 Guidelines. The Design Review Committee may, subject to the approval of the Board, develop and promulgate policy guidelines for the application of the architectural control provisions set forth herein. The policy guidelines may include review procedures, aspects and objectives of review, and principles and criteria used as standards in determining the achievement of the required objectives. The policy guidelines may also include specific design practices that, though optional, are generally acceptable methods for achieving the required objectives in particular design problems frequently encountered in the Property. The policy guidelines are intended to assist the Design Review Committee and the Unit Owners in the ongoing process of community design. They may be modified and supplemented from time to time, on due notice to the Unit Owners and subject to the approval of the Board.

Section 12.4 Submittal Requirements. Unit Owners requesting approval pursuant to this Section may be required to submit such supplemental information, including plans and specifications, containing such additional detail as the Design Review Committee may reasonably request.

Section 12.5 Procedure. Within thirty (30) days after the receipt by the Design Review Committee of all of the information requested from a Unit Owner in connection with any proposed addition, alteration or improvement, the Design Review Committee shall, in writing to such Unit Owner, approve, with specified conditions, or refuse the Unit Owner's request with respect to any such addition, alteration or improvement.

Section 12.6 Appeal. Any action, ruling or decision of the Design Review Committee may be appealed to the Board by any party deemed by the Board to have standing as an aggrieved party and the Board may modify or reverse any such action, ruling or decision.

Section 12.7 Violations. The Board shall have the power to impose reasonable fines and to issue a cease and desist request to any Unit Owner, his/her guests, invitees, or lessees whose actions are inconsistent with the provisions of this Section.

Section 12.8 Failure to Act. In the event the Design Review Committee fails to approve or disapprove such plans and specifications within forty-five (45) days after said plans

and specifications have been submitted to it, such plans and specifications shall be deemed to have been approved by the Design Review Committee. In the event that plans and specifications are not submitted to or approved by the Design Review Committee, or the actual design, construction or location of any improvement shall be materially at variance with approved plans and specifications, the Association may, until one year (but not thereafter) after the completion of construction, commence a suit or other action to require the removal or alteration of such improvement.

Section 12.9 Authority to Act. The Design Review Committee may appoint in writing a member of such committee who shall have authority to approve the construction of improvements as set forth in this Article XII.

Section 12.10 Declarant Excluded. Notwithstanding anything to the contrary contained herein, this Article XII shall not apply to the Declarant and the Declarant may make or construct any improvement, addition or alteration without obtaining the approval of the Board or the Design Review Committee, or otherwise complying with this Article XII.

ARTICLE XIII CONDOMINIUM DOCUMENTS: SCOPE

Section 13.1 Scope of Coverage. All present and future Unit Owners of Units, tenants of such Unit Owners and any other occupants of Units, employees of Unit Owners, or any other persons that in any manner use or come upon the Condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration (including the Plats and Floor Plans), the Articles, the Bylaws and Rules and Regulations of the Association, as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit shall constitute an acceptance by such Unit Owner, tenant or occupant of the provisions of such instruments, as they may be amended from time to time. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement may be by such judicial proceedings as the Board of Directors may deem appropriate as well as by the provisions of the Act.

ARTICLE XIV DAMAGE OR DESTRUCTION; EMINENT DOMAIN

Section 14.1 Damage or Destruction. In the event the Condominium is destroyed or damaged to such an extent that the insurance proceeds, if any, constitute less than one hundred percent (100%) of the cost of completing repair or reconstruction, action by the Association by vote of seventy-five percent (75%) or more of all Unit Owners taken within one hundred twenty (120) days after such damage or destruction shall be necessary to determine not to repair or reconstruct the Condominium as more fully described in Section 9.1 of the Bylaws. Damage or destruction for which insurance proceeds are equal to or greater than one hundred percent (100%) of the cost of completing repair or reconstruction, shall be repaired and reconstructed pursuant to arrangement by the Board of Directors of the Association as provided in said section of the Bylaws.

Section 14.2 Eminent Domain. Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, each Unit Owner appoints the Association as attorney-in-fact for this purpose. Each Unit Owner shall be entitled to notice thereof, but in any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein.

Section 14.3 Negotiations. In the event all or part of the Common Elements are destroyed or damaged or are taken, injured or destroyed by eminent domain, the Association shall represent the Unit Owners in negotiations, settlements and agreements with the condemning authority and/or the insurance company. Each Unit Owner appoints the Association as attorney-in-fact for this purposes. Any insurance proceeds, or any award or proceeds of settlement shall be payable to the Association for the use and benefit of the Unit Owners and their mortgagees as their interests may appear and in accordance with the terms of the Bylaws.

ARTICLE XV INSURANCE

Section 15.1 Insurance. The Board of Directors shall obtain and maintain insurance as provided in the Bylaws.

ARTICLE XVI ADDITIONAL PROVISIONS

Section 16.1 Priority of First Mortgagees. Except as otherwise provided by the Act, no provision of this Declaration, the Bylaws, or the Rules and Regulations, shall be construed to grant to any Unit Owner, or to any other party, any priority over any rights of holders of first mortgages or deeds of trust pursuant to their first mortgages or deeds of trust in case of the distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or the Common Elements or any portions thereof.

Section 16.2 Handicap Parking. Notwithstanding any other provision of this Declaration, the Declarant, the Board or the Association, as applicable, shall have the right to reallocate and/or reassign Common Element parking spaces, including those designated as Limited Common Elements in order to accommodate Unit Owners with disabilities or to comply with the Americans with Disabilities Act or any other local, state or federal ordinance or requirement. All costs associated with such reallocation or reassignment shall be borne solely by the Unit Owner requesting such change.

Section 16.3 Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 16.4 Severability. The invalidity or unenforceability of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid or unenforceable provision had never been included herein. Any conflict between any provision of any Condominium

Document and the Act, or any questions regarding the interpretation of any Condominium Documents, shall be governed by the Act.

Section 16.5 No Obligations. Nothing contained in the Condominium Documents shall be deemed to impose upon the Declarant or its successors or assigns any obligations of any nature to build, renovate or provide any improvements except to the extent required by the Act.

Section 16.6 Registered Agent. The registered agent for service of process shall be CSC – Lawyers Incorporating Service Company, 25 West Main Street, Madison, Wisconsin 53701. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association and upon proper filing of said name with the Register of Deeds for Dane County, Wisconsin, and with the Wisconsin Department of Financial Institutions.

Section 16.7 Mergers. Upon a merger or consolidation of the Association with another corporation as provided in its Articles and Bylaws, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or corporation, or, alternatively, the properties, rights and obligations of another corporation may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Property except as herein above provided.

Section 16.8 Conveyance of Additional Common Elements. Declarant may convey additional real estate, improved or unimproved, located within the boundaries of the Property or the Expansion Lands which upon conveyance or dedication to the Unit Owners shall be accepted by the Unit Owners and thereafter shall be maintained by the Association at its expense for the benefits of all of the Unit Owners.

Section 16.9 Use of Facilities of Others. The Board of Directors shall have the right, upon the approval of Unit Owners owning Units to which a majority of the votes in the Association appertain, to enter into agreements, including without limitation, easement agreements and licenses, granting the Unit Owners the right to use the recreational facilities or other facilities, including, without limitation, privately owned utilities, of other associations or land owners on reasonable terms and conditions, including, without limitation, payment of a fee in connection therewith.

Section 16.10 CCR. The Declarant has or will enter into a Declaration of Covenants, Conditions, Restrictions and Easements (the “CCR”) with Hilldale Land Company LLC. The Declarant will assign and the Association will assume all of Declarant’s right, title, interest and obligations in, under and to the CCR. The Association and Unit Owners shall be responsible for certain of the obligations set forth in the CCR, which obligations may be memorialized in a Cost Sharing Agreement. A summary of the CCR is included in the disclosure package and upon execution a copy will be available upon request. In the event of any conflict or inconsistency between the terms, provisions and exhibits of the CCR and the terms, provisions and exhibits of this Declaration, the terms, provisions and exhibits of the CCR shall govern and control, unless such conflict or inconsistency is required to conform this Declaration with any requirements of

the Act, in which event the terms, provisions and exhibits of this Declaration and of the Act shall prevail. Each Unit Owner, by acceptance of a deed to a Unit, covenants and agrees that the obligations of the CCR which are imposed on the Unit Owners or the Declarant shall be the obligation of the Unit Owners collectively. Each Unit Owner agrees that the Association may perform the obligations on behalf of the Unit Owners collectively and each Unit Owner individually agrees to be responsible for that portion of the cost of performing such undertakings equal to the respective Unit Owner's percentage ownership interest in the Common Elements. The CCR provides, among other things, for the allocation of certain responsibilities for ongoing care, maintenance, repair, replacement and operation of certain shared building systems, facilities or other amenities. With respect to any costs and expenses (including reserves for capital expenditures) incurred by Unit Owners or the Declarant in the performance of such obligations or as a contribution toward the payment of such obligations, such costs, expenses and reserves shall be assessed to the Unit Owners as part of the assessments otherwise due and owing hereunder, the payment of which shall be enforced in the same manner as for other assessments provided herein. The Declarant hereby reserves for itself and for the Association the right and power to enter into any amendments and modifications to the CCR from time to time on behalf of each Unit Owner, as attorney-in-fact, upon such terms and conditions therein contained as may be acceptable to the Declarant or the Association (as the case may be; provided, however, that such amendments and modifications are acceptable to Hilldale Land Company LLC. In furtherance of such right to enter into amendments and modifications to the CCR, a power coupled with an interest is hereby reserved and granted to the Declarant and the Association, and each deed, mortgage, trust deed and other evidence of obligation, or other instrument affecting a Unit, and the acceptance thereof, shall be deemed a grant and acknowledgment of the power of the Declarant and the Association to make, execute and record such amendments and modifications to the CCR and to carry out all duties and obligations of the Declarant imposed thereunder. Without limitation on the foregoing terms, it is understood that the Declarant may exercise all rights, powers and privileges of the Association and may perform all of its functions pursuant to this Section 16.10 prior to the election of the first Board of Directors by the Unit Owners pursuant to this Declaration.

{SIGNATURE ON FOLLOWING PAGE}

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed on the date first above written.

DECLARANT:

HILDALE ROW LLC

By: JOSEPH FREED HOMES LLC, its sole manager

By: *Thomas Fraerman*
Name: THOMAS FRAERMAN
Title: Authorized Signatory

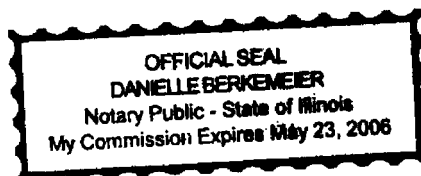
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

ON & OF Personally came before me this 28th day of November, 2005, the above-named THOMAS FRAERMAN the MANAGER of Joseph Freed Homes LLC, the manager of Hilldale Row, LLC, to me known to be the person who executed the foregoing instrument.

*This instrument was
drafted by Mr. Douglas T. Buck
Foley & Lardner, LLP*

Danielle Berkemeier
Notary Public, State of Illinois
My Commission: 5-23-06

[Notarial Seal]



CONSENT OF MORTGAGEE

This Declaration is hereby approved by KeyBank National Association, the holder of the Mortgage and related documents encumbering the property described herein.

KeyBank National Association

By: Jeffrey T. Hunkele

Name: Jeffrey T. Hunkele

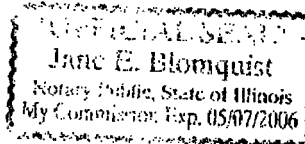
Title: Vice President

STATE OF Illinois)
) SS.
COUNTY OF Cook)

Personally came before me this 28th day of November, 2005, the above-named Jeffrey T. Hunkele, the Vice President of KeyBank National Association, to me known to be the person who executed the foregoing instrument.

Jane E. Blomquist
Notary Public, State of Illinois
My Commission: # 297933

[Notarial Seal]

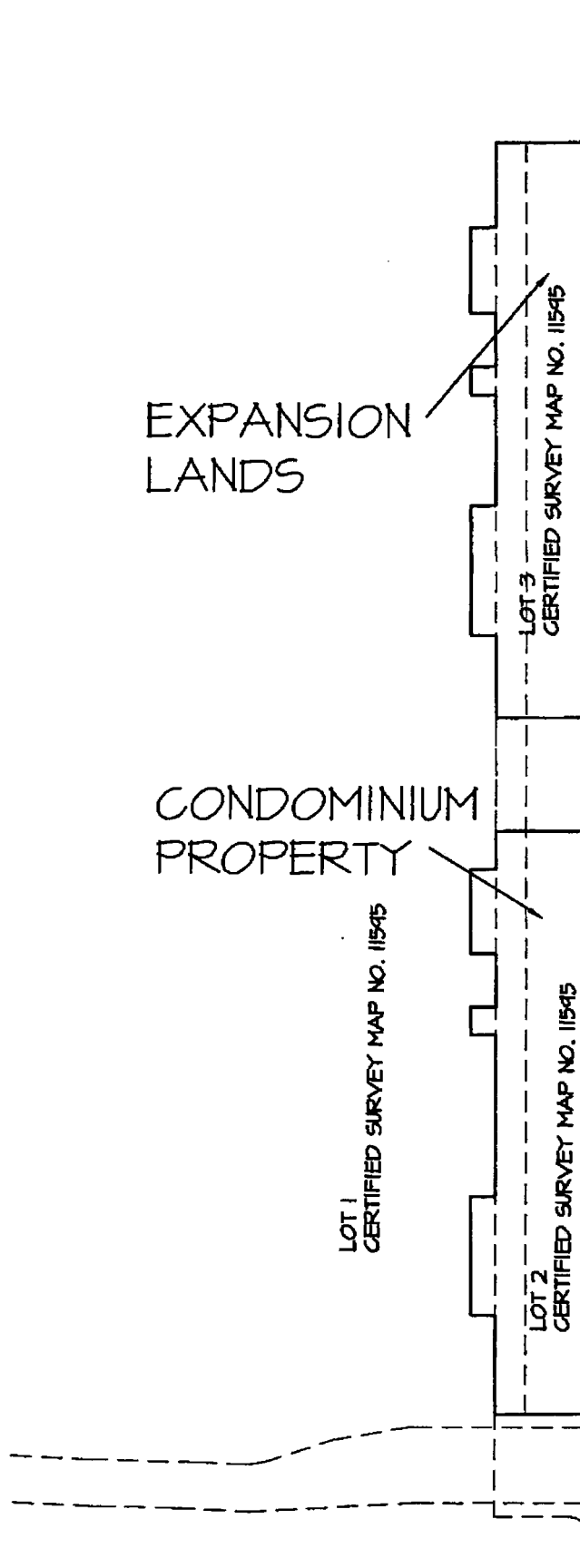


001144

**EXHIBIT A-1
PLAT OF SURVEY**

SEE ATTACHED PLAT OF SURVEY

001145



MIDVALE BOULEVARD

001147

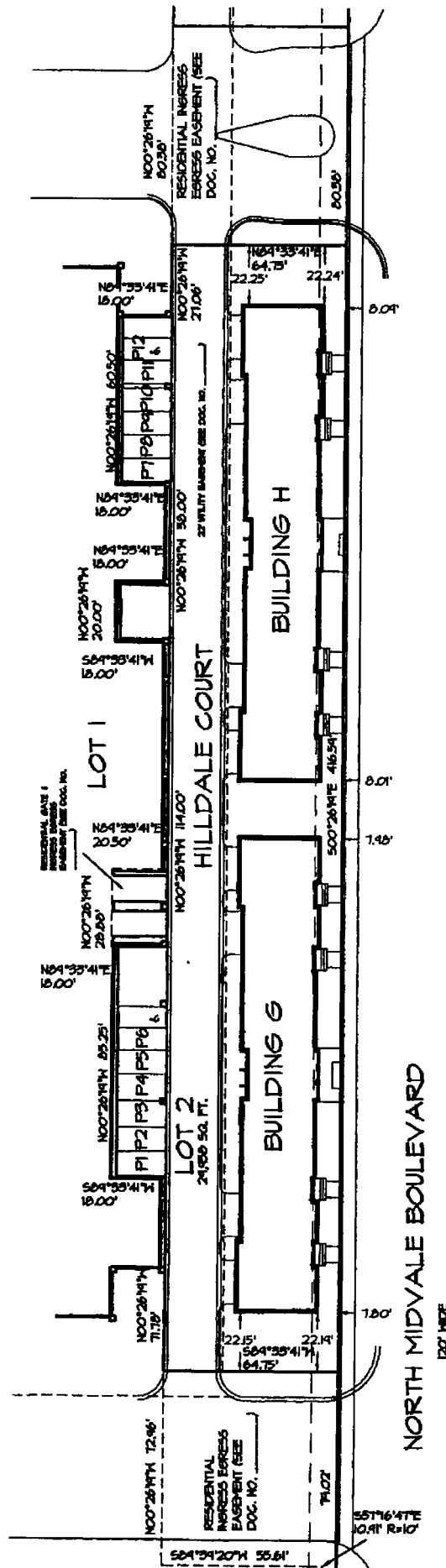
**EXHIBIT C
FLOOR PLANS**

[See attached floor plans]

HILDALE ROW CONDOMINIUM

DANE COUNTY, WISCONSIN

LOT 2, CERTIFIED SURVEY MAP NO. 11545, LOCATED IN THE NW 1/4 OF THE NE 1/4 AND THE NE 1/4 OF THE NW 1/4 OF SECTION 20, T1N, R1E, DANE COUNTY, WISCONSIN



NOTES:
COMMON ELEMENT MEANS ALL CONDOMINIUM PROPERTY AND IMPROVEMENTS EXCEPT FOR UNITS.
THE BUILDING AND OTHER IMPROVEMENTS SHOWN ON THIS SURVEY REPRESENT PROPOSED CONSTRUCTION NOT COMPLETE AS OF THE DATE HEREON.
ALL BALCONIES AND PATIOS ARE LIMITED COMMON ELEMENTS FOR THE EXCLUSIVE USE OF THE APPLICANT UNIT. ALL OTHER AREAS EXCEPT THE UNITS ARE LIMITED COMMON ELEMENTS FOR THE EXCLUSIVE USE OF ALL UNITS. THE FLOOR OR FLOOR FINISHES, ALL SPACE UTILIZATION WITHIN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS, AND THE LOCATION OF COMMON ELEMENTS INCLUDING LOCATION MODIFICATION, FEATURES, SIZE VARIATIONS, ACCESS LOCATIONS, PARTITION WALLS AND OTHER FEATURES.
COMMON ELEMENTS OF OTHER PARCELS, DRIVES, AND GRADED AREAS SHALL BE SUBJECT TO AN OVERALL SITE DEVELOPMENT EASEMENT. THESE COMMON ELEMENTS SHALL ALSO ALLOW FOR ALL NECESSARY UTILITY EASEMENTS FOR WATER, SEWER, GAS, AND TELEPHONE. THESE COMMON ELEMENTS SHALL ALSO ALLOW FOR ALL NECESSARY UTILITY EASEMENTS FOR WATER, SEWER, GAS, AND TELEPHONE. THESE COMMON ELEMENTS SHALL ALSO ALLOW FOR ALL NECESSARY UTILITY EASEMENTS FOR WATER, SEWER, GAS, AND TELEPHONE.

LEGEND:
● Iron stake found
○ Iron stake placed
Measured data
Recorded as data
--- Property Line
LIMITED COMMON ELEMENT

SURVEYED FOR:
HILDALE LAND COMPANY, LLC
JOSEPH FREED AND ASSOCIATES, LLC
220 N. SMITH STREET SUITE 300
PALATINE, IL 60067

THIS INSTRUMENT WAS DRAFTED
BY PHILIP THOMPSON

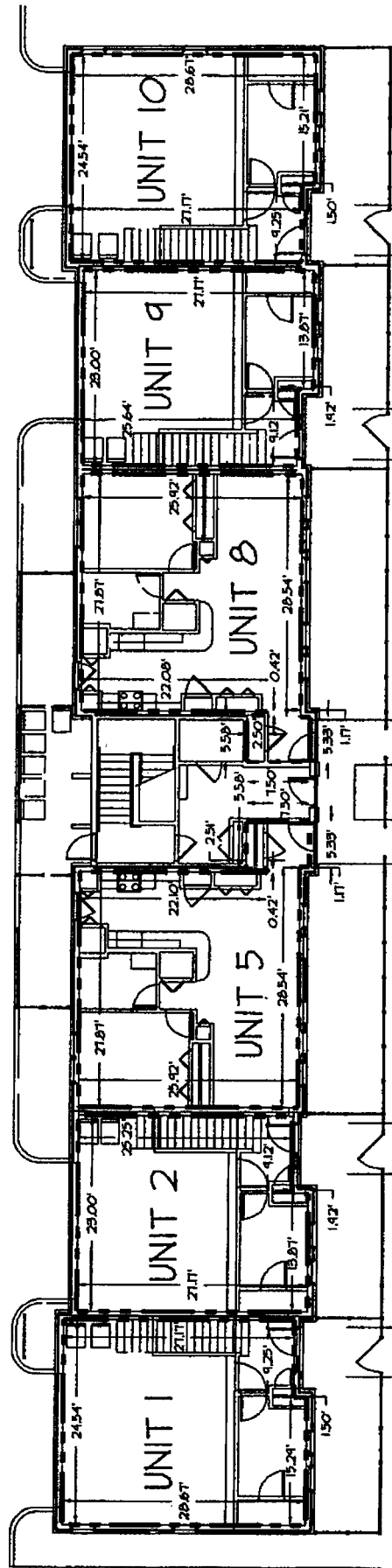
001149

Condominium Plot
SHEET 1 OF 1

HILDALE ROW CONDOMINIUM

DANE COUNTY, WISCONSIN

LOT 2, CERTIFIED SURVEY MAP NO 11945, LOCATED IN THE NW 1/4 OF THE NE 1/4 AND THE NE 1/4 OF THE NW 1/4 OF SECTION 20, T1N, 12E, DANE COUNTY, WISCONSIN



UNIT 1 - GROUND FLOOR 640 sq. ft.	UNIT 2 - GROUND FLOOR 607 sq. ft.	UNIT 5 - GROUND FLOOR 769 sq. ft.	UNIT 10 - GROUND FLOOR 640 sq. ft.
FIRST FLOOR 640 sq. ft.	FIRST FLOOR 607 sq. ft.	FIRST FLOOR 769 sq. ft.	FIRST FLOOR 640 sq. ft.
SECOND FLOOR 640 sq. ft.	SECOND FLOOR 607 sq. ft.	SECOND FLOOR 769 sq. ft.	SECOND FLOOR 640 sq. ft.
TOTAL 1280 sq. ft.	TOTAL 1214 sq. ft.	TOTAL 1538 sq. ft.	TOTAL 1280 sq. ft.

LEGEND
 --- UNIT BOUNDARY
 LIMITED COMMON ELEMENT

BUILDING G - GROUND FLOOR

001130

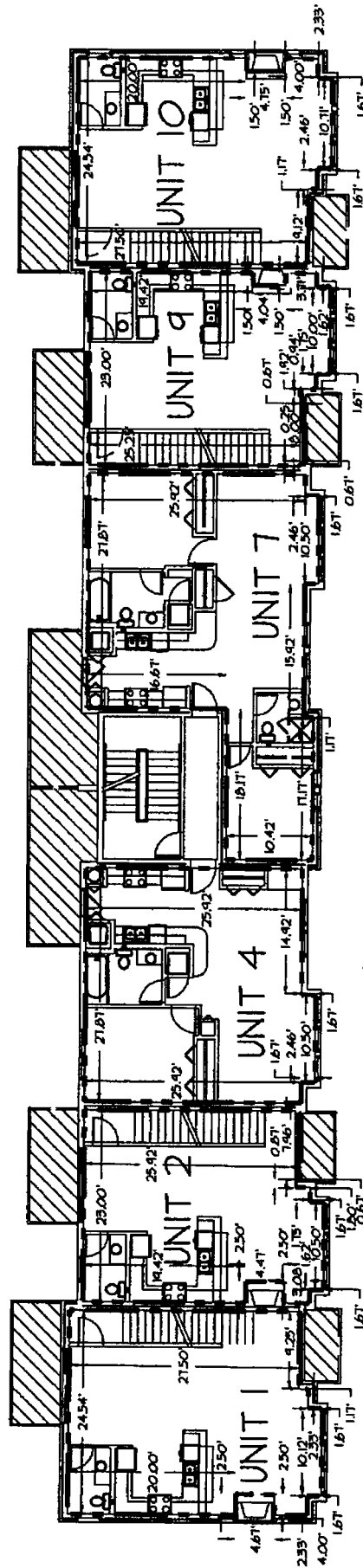
SURVEYED FOR:
 HILDALE LAND COMPANY, LLC
 JOSEPH FRIED AND ASSOCIATES, LLC
 220 N. 54TH STREET SUITE 300
 PALATINE, IL 60067

THIS INSTRUMENT WAS DRAFTED
 BY FRANCIS THORND

060425
 SHEET 2 OF 1

HILDALE ROW CONDOMINIUM DANE COUNTY, WISCONSIN

LOT 2, CERTIFIED SURVEY MAP NO 1848, LOCATED IN THE NW 1/4 OF THE NE 1/4
OF THE NW 1/4 OF SECTION 20, T1N, 74E, DANE COUNTY, WISCONSIN



BUILDING G - FIRST FLOOR

NOTE:
BALCONIES AND CONCRETE PADS ARE LIMITED
COMMON ELEMENT FOR THE EXCLUSIVE USE OF
THE APPLICANT UNIT.

LEGEND

--- Unit Boundary
/// LIMITED COMMON ELEMENT

UNIT 1 - GROUND FLOOR 640 sq. ft.
FIRST FLOOR 644 sq. ft.
SECOND FLOOR 645 sq. ft.
TOTAL 2029 sq. ft.
UNIT 2 - GROUND FLOOR 607 sq. ft.
FIRST FLOOR 608 sq. ft.
SECOND FLOOR 609 sq. ft.
TOTAL 1824 sq. ft.
UNIT 4 - FIRST FLOOR 740 sq. ft.
UNIT 7 - FIRST FLOOR 129 sq. ft.
UNIT 9 - GROUND FLOOR 607 sq. ft.
FIRST FLOOR 624 sq. ft.
SECOND FLOOR 607 sq. ft.
TOTAL 1838 sq. ft.
UNIT 10 GROUND FLOOR 640 sq. ft.
FIRST FLOOR 701 sq. ft.
SECOND FLOOR 645 sq. ft.
TOTAL 2040 sq. ft.

0011151

THIS INSTRUMENT WAS DRAFTED
BY FRANCIS TROIANO

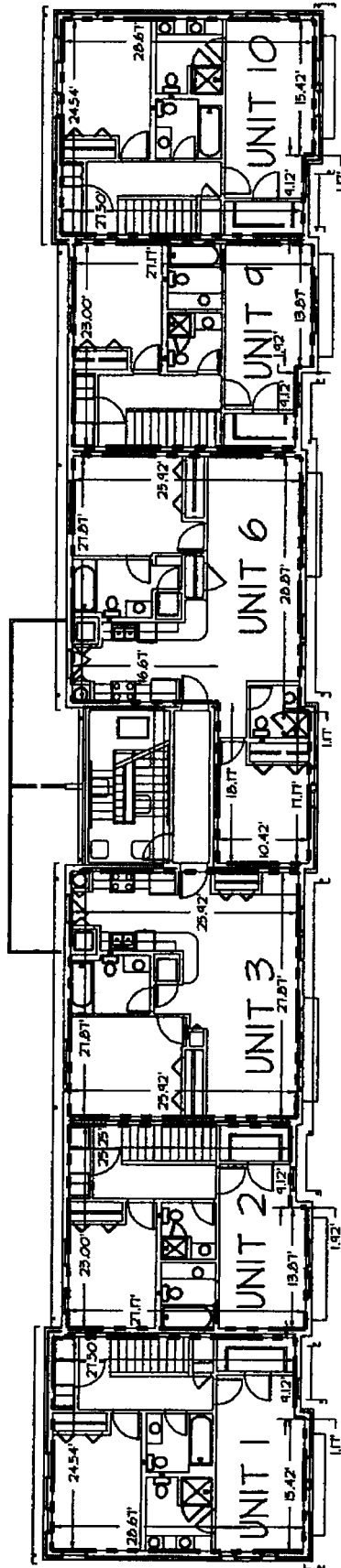
050425
SHEET 3 OF 7

SURVEYED FOR:
HILDALE LAND COMPANY, LLC
JOSEPH FREED AND ASSOCIATES, LLC
220 N. SMITH STREET SUITE 300
PALATINE, IL 60067

HILDALE ROW CONDOMINIUM

DANE COUNTY, WISCONSIN

LOT 2, CERTIFIED SURVEY MAP NO 11945, LOCATED IN THE NW 1/4 OF THE NE 1/4 AND THE NE 1/4 OF THE NW 1/4 OF SECTION 20, T1N, 27E, DANE COUNTY, WISCONSIN



BUILDING G - SECOND FLOOR

001152

050425
SHEET 4 OF 7

SURVEYED FOR:
HILDALE LAND COMPANY, LLC
JOSEPH FREED AND ASSOCIATES, LLC
220 N. SMITH STREET SUITE 300
PALATKA, IL 60061

THIS INSTRUMENT WAS DRAFTED
BY FRANCIS THOMPSON

UNIT 1 = GROUND FLOOR 640 sq. ft.
FIRST FLOOR 640 sq. ft.
SECOND FLOOR 640 sq. ft.
TOTAL 1280 sq. ft.

UNIT 2 = GROUND FLOOR 607 sq. ft.
FIRST FLOOR 607 sq. ft.
SECOND FLOOR 607 sq. ft.
TOTAL 1214 sq. ft.

UNIT 3 = GROUND FLOOR 722 sq. ft.
FIRST FLOOR 722 sq. ft.
SECOND FLOOR 722 sq. ft.
TOTAL 1444 sq. ft.

UNIT 4 = GROUND FLOOR 607 sq. ft.
FIRST FLOOR 607 sq. ft.
SECOND FLOOR 607 sq. ft.
TOTAL 1214 sq. ft.

UNIT 5 = GROUND FLOOR 640 sq. ft.
FIRST FLOOR 640 sq. ft.
SECOND FLOOR 640 sq. ft.
TOTAL 1280 sq. ft.

UNIT 6 = GROUND FLOOR 640 sq. ft.
FIRST FLOOR 640 sq. ft.
SECOND FLOOR 640 sq. ft.
TOTAL 1280 sq. ft.

UNIT 7 = GROUND FLOOR 640 sq. ft.
FIRST FLOOR 640 sq. ft.
SECOND FLOOR 640 sq. ft.
TOTAL 1280 sq. ft.

UNIT 8 = GROUND FLOOR 640 sq. ft.
FIRST FLOOR 640 sq. ft.
SECOND FLOOR 640 sq. ft.
TOTAL 1280 sq. ft.

UNIT 9 = GROUND FLOOR 640 sq. ft.
FIRST FLOOR 640 sq. ft.
SECOND FLOOR 640 sq. ft.
TOTAL 1280 sq. ft.

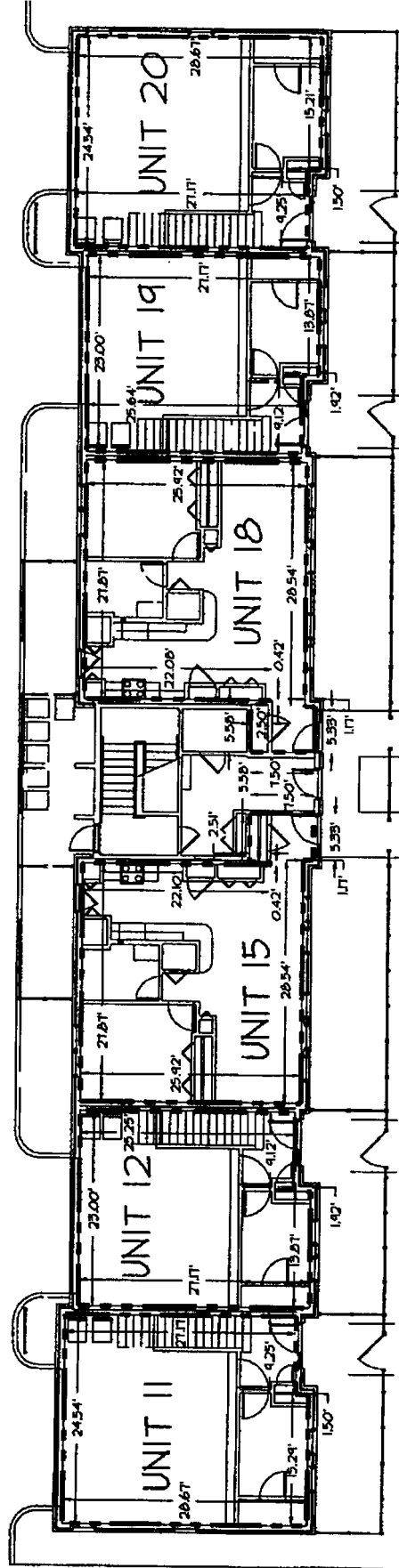
UNIT 10 = GROUND FLOOR 640 sq. ft.
FIRST FLOOR 640 sq. ft.
SECOND FLOOR 640 sq. ft.
TOTAL 1280 sq. ft.

LEGEND
--- Unit Boundary
LIMITED COMMON ELEMENT

HILDALE ROW CONDOMINIUM

DANE COUNTY, WISCONSIN

LOT 2, CERTIFIED SURVEY MAP NO 11945, LOCATED IN THE NW 1/4 OF THE NE 1/4 AND THE NE 1/4 OF THE NW 1/4 OF SECTION 20, T1N, 21E, DANE COUNTY, WISCONSIN



BUILDING H - GROUND FLOOR

UNIT 11	GROUND FLOOR 640 sq. ft.
	FIRST FLOOR 640 sq. ft.
	SECOND FLOOR 640 sq. ft.
	TOTAL 1280 sq. ft.
UNIT 12	GROUND FLOOR 640 sq. ft.
	FIRST FLOOR 640 sq. ft.
	SECOND FLOOR 640 sq. ft.
	TOTAL 1280 sq. ft.
UNIT 15	GROUND FLOOR 640 sq. ft.
	FIRST FLOOR 640 sq. ft.
	SECOND FLOOR 640 sq. ft.
	TOTAL 1280 sq. ft.
UNIT 18	GROUND FLOOR 640 sq. ft.
	FIRST FLOOR 640 sq. ft.
	SECOND FLOOR 640 sq. ft.
	TOTAL 1280 sq. ft.
UNIT 19	GROUND FLOOR 640 sq. ft.
	FIRST FLOOR 640 sq. ft.
	SECOND FLOOR 640 sq. ft.
	TOTAL 1280 sq. ft.
UNIT 20	GROUND FLOOR 640 sq. ft.
	FIRST FLOOR 640 sq. ft.
	SECOND FLOOR 640 sq. ft.
	TOTAL 1280 sq. ft.

LEGEND
 --- Unit Boundary
 LIMITED COMMON ELEMENT

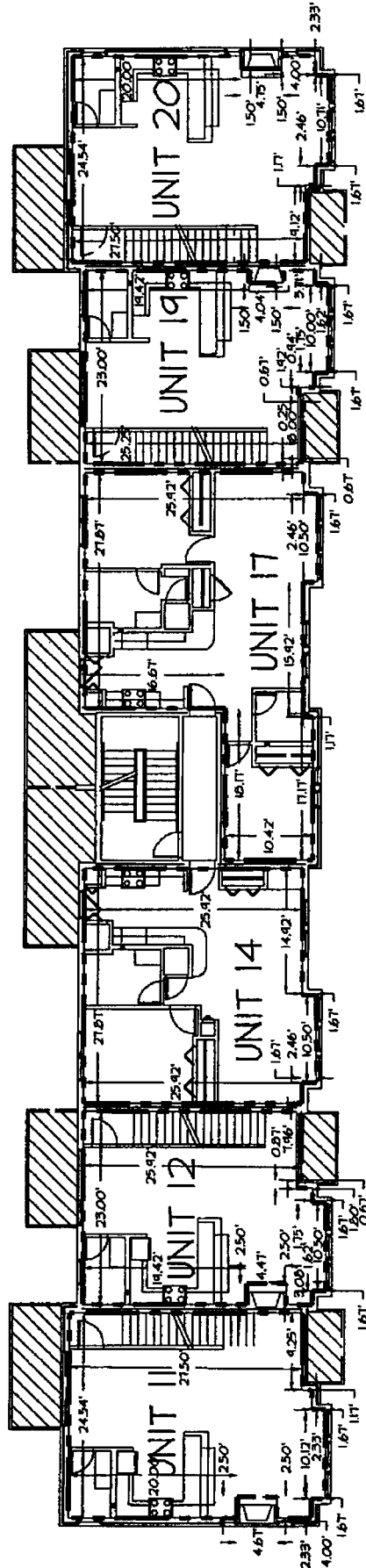
001153
 000425
 SHEET 3 OF 7

SURVEYED FOR:
 HILDALE LAND COMPANY, LLC
 JOSEPH FREED AND ASSOCIATES, LLC
 220 N. 9TH STREET SUITE 300
 PALATINE, IL 60067

THIS INSTRUMENT WAS DRAFTED
 BY FRANCIS THOMPSON

HILDALE ROW CONDOMINIUM DANE COUNTY, WISCONSIN

LOT 2, CERTIFIED SURVEY MAP NO 115413, LOCATED IN THE NW 1/4 OF THE NE 1/4 AND THE NE 1/4
OF THE NW 1/4 OF SECTION 20, T1N, 17E, DANE COUNTY, WISCONSIN



BUILDING H - FIRST FLOOR

UNIT 11 = GROUND FLOOR 640 sq. ft.
FIRST FLOOR 640 sq. ft.
SECOND FLOOR 640 sq. ft.
TOTAL 2080 sq. ft.

UNIT 12 = GROUND FLOOR 607 sq. ft.
FIRST FLOOR 607 sq. ft.
SECOND FLOOR 607 sq. ft.
TOTAL 1821 sq. ft.

UNIT 13 = GROUND FLOOR 607 sq. ft.
FIRST FLOOR 607 sq. ft.
SECOND FLOOR 607 sq. ft.
TOTAL 1821 sq. ft.

UNIT 14 = GROUND FLOOR 607 sq. ft.
FIRST FLOOR 607 sq. ft.
SECOND FLOOR 607 sq. ft.
TOTAL 1821 sq. ft.

UNIT 15 = GROUND FLOOR 607 sq. ft.
FIRST FLOOR 607 sq. ft.
SECOND FLOOR 607 sq. ft.
TOTAL 1821 sq. ft.

UNIT 16 = GROUND FLOOR 607 sq. ft.
FIRST FLOOR 607 sq. ft.
SECOND FLOOR 607 sq. ft.
TOTAL 1821 sq. ft.

UNIT 17 = GROUND FLOOR 607 sq. ft.
FIRST FLOOR 607 sq. ft.
SECOND FLOOR 607 sq. ft.
TOTAL 1821 sq. ft.

UNIT 18 = GROUND FLOOR 607 sq. ft.
FIRST FLOOR 607 sq. ft.
SECOND FLOOR 607 sq. ft.
TOTAL 1821 sq. ft.

UNIT 19 = GROUND FLOOR 607 sq. ft.
FIRST FLOOR 607 sq. ft.
SECOND FLOOR 607 sq. ft.
TOTAL 1821 sq. ft.

UNIT 20 = GROUND FLOOR 607 sq. ft.
FIRST FLOOR 607 sq. ft.
SECOND FLOOR 607 sq. ft.
TOTAL 1821 sq. ft.

LEGEND
--- Unit Boundary
LIMITED COMMON ELEMENT

001154

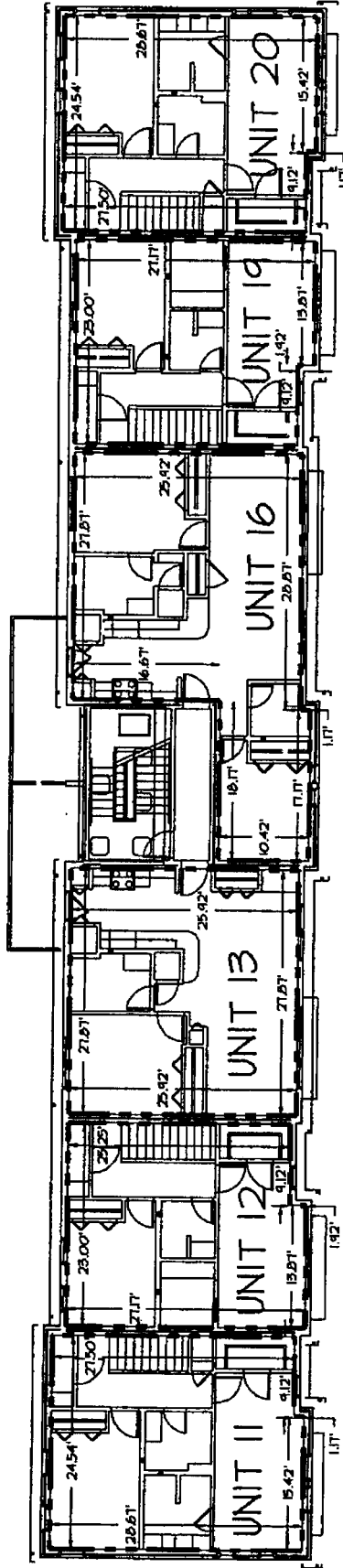
SURVEYED FOR:
HILDALE LAND COMPANY, LLC
JOSEPH E. ECKHART AND ASSOCIATES, LLC
220 N. 54TH STREET SUITE 500
PALM BEACH, FL 33407

THIS INSTRUMENT WAS DRAFTED
BY FRANCIS THOMAS

05/04/25
SHEET 6 OF 7

HILDALE ROW CONDOMINIUM DANE COUNTY, WISCONSIN

LOT 2, CERTIFIED SURVEY MAP NO 11545, LOCATED IN THE NW 1/4 OF THE NE 1/4
OF THE NW 1/4 OF SECTION 20, T1N, 74E, DANE COUNTY, WISCONSIN



BUILDING H - SECOND FLOOR

001155

SURVEYED FOR:
HILDALE LAND COMPANY, LLC
JOSEPH FREED AND ASSOCIATES, LLC
220 N. SMITH STREET SUITE 300
PALATINE IL 60067

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09-04-25
SHEET 1 OF 1

UNIT 11 - GROUND FLOOR 640 sq. ft.	UNIT 12 - GROUND FLOOR 607 sq. ft.	UNIT 13 - GROUND FLOOR 723 sq. ft.	UNIT 14 - GROUND FLOOR 900 sq. ft.	UNIT 15 - GROUND FLOOR 607 sq. ft.	UNIT 16 - GROUND FLOOR 640 sq. ft.	UNIT 17 - GROUND FLOOR 640 sq. ft.	UNIT 18 - GROUND FLOOR 640 sq. ft.	UNIT 19 - GROUND FLOOR 640 sq. ft.	UNIT 20 - GROUND FLOOR 640 sq. ft.
FIRST FLOOR 640 sq. ft.	FIRST FLOOR 607 sq. ft.	FIRST FLOOR 723 sq. ft.	FIRST FLOOR 900 sq. ft.	FIRST FLOOR 607 sq. ft.	FIRST FLOOR 640 sq. ft.	FIRST FLOOR 640 sq. ft.	FIRST FLOOR 640 sq. ft.	FIRST FLOOR 640 sq. ft.	FIRST FLOOR 640 sq. ft.
SECOND FLOOR 640 sq. ft.	SECOND FLOOR 607 sq. ft.	SECOND FLOOR 723 sq. ft.	SECOND FLOOR 900 sq. ft.	SECOND FLOOR 607 sq. ft.	SECOND FLOOR 640 sq. ft.	SECOND FLOOR 640 sq. ft.	SECOND FLOOR 640 sq. ft.	SECOND FLOOR 640 sq. ft.	SECOND FLOOR 640 sq. ft.
TOTAL 1280 sq. ft.	TOTAL 1214 sq. ft.	TOTAL 1446 sq. ft.	TOTAL 1800 sq. ft.	TOTAL 1214 sq. ft.	TOTAL 1280 sq. ft.	TOTAL 1280 sq. ft.	TOTAL 1280 sq. ft.	TOTAL 1280 sq. ft.	TOTAL 1280 sq. ft.

LEGEND

--- Unit Boundary
LIMITED COMMON ELEMENT

EXHIBIT D
PERCENTAGE INTERESTS

Building	Unit No.	Initial Percentage Interest
G	1	5.848%
	2	5.026%
	3	4.038%
	4	4.038%
	5	4.282%
	6	5.806%
	7	5.806%
	8	4.282%
	9	5.026%
	10	5.848%

Building	Unit No.	Initial Percentage Interest
H	11	5.848%
	12	5.026%
	13	4.038%
	14	4.038%
	15	4.282%
	16	5.806%
	17	5.806%
	18	4.282%
	19	5.026%
	20	5.848%