

# Declaration of Condominium

Document Number

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REGISTER OF DEEDS

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Madison, WI 53703

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20/48

**DECLARATION OF CONDOMINIUM  
of  
HATCHERY HILL CONDOMINIUM**

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This Declaration is made under and pursuant to the Condominium Ownership Act of the State of Wisconsin (hereinafter "Act") as found in Chapter 703, Wisconsin Statutes (1997-8), as amended, by Schutz Design & Construction, Inc., a Wisconsin corporation (hereinafter referred to as "Declarant").

**ARTICLE I**

**STATEMENT OF PURPOSE**

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

**ARTICLE II**

**DESCRIPTION, NAME, RESTRICTIONS, AND DEFINITIONS**

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

2.02 Name and Address. The name of the Condominium is "Hatchery Hill Condominium" and has as its address 5431-5529 Caddis Bend, 5540-5474 Coachman Place, and 3011-3025 Royal Wulff Terrace, Fitchburg, Wisconsin 53711.

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

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

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

**ARTICLE III**

**UNITS**

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

3.02 Description. A Unit in Hatchery Hill Condominium shall include:

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(1) One or more contiguous or non-contiguous cubicles of air, including the perpetual right of ingress thereto and egress therefrom. The exterior boundaries of the cubicles shall be the vertical planes, the elevations of which coincide with the face of the studs supporting the drywall, and in the basement areas shall be the inner face of the foundation walls of the building. The upper boundary of such cubicles shall be the horizontal plane of the lower face of the joists supporting the ceiling on the highest story of the cubicle. The lower boundary shall be the horizontal plane of the lower face of the concrete floor in the garage, basement area, and crawl space. Such cubicles of air shall include the attached garage space, if any, as identified on the Condominium Plat.

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

- (a) All doors and windows, their interior casements, and all of their opening, closing, and locking mechanisms and hardware;
- (b) All wall and ceiling mounted electrical fixtures and recessed junction boxes serving them;
- (c) All floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them;
- (d) All plumbing fixtures and the piping, valves, and other connecting and controlling materials and devices lying between the fixtures and main water or sewage lines to the lowest story of the Unit;
- (e) The cable television outlet, if any, to the Unit and the junction box serving it;
- (f) The individual furnaces or ducting, the radiator, and the piping providing heating to the Unit, and the controls for the heating system of the Unit;
- (g) The air conditioning equipment and ducting providing air conditioning to the Unit, and the controls for the air conditioning system of the Unit;
- (h) The lines bringing natural gas or similar fuel to the Unit, which lines extend from the utility meter to the boundary of the Unit; and
- (i) The fireplace, if any, serving the Unit.
- (j) The garage doors on the attached garage space, if any, included with the Unit.

(3) Specifically not included as part of the Unit are those structural components of the building and any portions of the mechanical systems of the building, not specifically included in the Unit under (2), above, which lie within the cubicle or cubicles of air comprising the Unit. For purposes of this subsection, partition walls shall not be considered structural components.

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

**ARTICLE IV**  
**COMMON ELEMENTS**

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

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

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

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

**ARTICLE V**  
**LIMITED COMMON ELEMENTS**

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

5.02 Description. The Hatchery Hill Condominium Limited Common Elements and the Unit or Units to which their use is reserved are identified on the Condominium Plat and shall include any of the following: porch, deck, patio, and sidewalk leading to the Unit. Pursuant to Section 703.14, Wisconsin Statutes (1997-8), as amended, any owner of a Unit to which the use of any Limited Common Element is restricted may grant by deed, subject to the rights of any existing mortgagee or secured party, the use of the Limited Common Element to any other "Unit Owner", as hereinafter defined. Such deed must be recorded in the Dane County Register of Deeds office, and a copy thereof must be supplied to the Association. After any such grant, the grantor shall have no further right to use the specified Limited Common Element.

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

**ARTICLE VI**  
**USES**

The Units, Limited Common Elements, and Common Elements of the condominium shall be used for residential purposes only, and shall not be used for any trade or business. The leasing or renting of a Unit for residential purposes for an initial term of at least six (6) months shall not be considered a violation of this provision; nor shall the leasing of a Unit for a term of at least one (1) month by a mortgagee who acquires title by foreclosure or deed in lieu of foreclosure be considered a violation of this provision; provided, however, that no Unit shall be leased or rented for hotel or transient purposes. The use of units as sale models by the Declarant shall not be

considered a violation of this provision. Notwithstanding anything to the contrary contained herein, the use of the Units, Limited Common Elements, and Common Elements shall comply with the City of Fitchburg Ordinances and any other restrictions as contained in the Association By-Laws and any rules and regulations adopted by the Association. No use may unreasonably interfere with the use and enjoyment of the Common Elements or other Units by other Unit Owners. There shall be no storage of material, and there shall be no conduct of any activity, which would increase the insurance rates on the Condominium. Any and all attorney fees and other expenses incurred by the Association in the enforcement of this provision shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit.

## ARTICLE VII

### UNIT OWNER

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

## ARTICLE VIII

### ASSOCIATION

8.01 Definition. "Association" shall mean the Hatchery Hill Condominium Homeowners Association, Inc., a Wisconsin non-stock corporation. The Association shall have all of the rights and responsibilities set forth under this Declaration and shall further be considered the "owner" for purposes of compliance with the provisions of the Declaration of Protective Covenants for the Plat of Hatchery Hill, dated May 15, 1997, and recorded May 19, 1997, as Document No. 2854452.

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

8.03 Voting. Each Unit shall be entitled to one (1) indivisible vote in the Association, subject however, to suspension as provided herein. If a Unit is owned by more than one (1) person, the vote for the Unit shall be cast as agreed by the persons who have an ownership interest in the Unit, and if only one such person is present it is presumed that person has the right to cast the Unit vote unless there is contrary evidence presented. In the event they cannot agree on the manner in which the vote is to be cast, no vote may be accepted from the Unit. As provided in Article VII hereof, one who holds a land contract purchaser's interest or any other such equitable interest in a Unit shall be considered the Unit Owner. However, for purposes of being eligible to vote as a member of the Association, the land contract or other document establishing the equitable interest, or an instrument providing constructive notice of such interest, must be recorded in the Dane County Register of Deeds office.

## ARTICLE IX

### REPAIRS AND MAINTENANCE

9.01 Units. Each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, maintenance, repair and replacement of the Owner's Unit.

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

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

9.04 Entry by Association. The Association may enter any Unit and Limited Common Elements at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction, or repair of public utilities and for any other matter for which the Association is responsible. Prior notice to the Unit Owner shall be attempted, and the entry shall be made with as little inconvenience to the Unit Owner as possible under the circumstances. Any damage caused thereby shall be repaired by the Association and shall be treated as a "Common Expense," as hereinafter defined.

## ARTICLE X

### STRUCTURAL CHANGES

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

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

## ARTICLE XI

### INSURANCE

11.01 Property Insurance. The Association may obtain and maintain insurance for the Units, and shall obtain and maintain insurance for the Common Elements, including Limited Common Elements, covering the perils of fire, extended coverage, vandalism, and malicious mischief on a repair and replacement cost basis for an amount not less than the full replacement value of the insured property. The Association shall be the named insured with Unit Owners and the Mortgagees of Units as additional insureds. For purposes of this provision and for the Declaration, "Mortgagee" shall mean the holder of any recorded mortgage encumbering one or more Units, or a land contract seller.

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

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

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

11.05 Unit Owners' Insurance. Maintenance of insurance by the Association shall not relieve or prohibit Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or with additional insured risks. Unit Owners are encouraged to submit copies of the disclosure materials to their insurance carriers in order to ensure adequate property and liability coverages on their personal property, Units, and Limited Common Elements appurtenant to such Units.

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

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

## ARTICLE XII

### REPAIR OR RECONSTRUCTION

In the event the Common elements are totally destroyed or sustain more than Fifty Thousand Dollars (\$50,000) in damage at any one time, the Association shall within fifteen (15) days of the date of damage determine whether the condominium is damaged to an extent more than the available insurance proceeds. Once determined, the Association shall promptly notify the Unit Owners and first Mortgagees in writing of the adequacy or inadequacy of the insurance. Within ten (10) days of receipt of the notice, the Unit Owners and first Mortgagees shall have the opportunity to decide whether the Condominium should be partitioned. Partition shall only occur by the affirmative vote of Unit Owners representing at least seventy-five percent (75%) of the votes available in

the Association, other than votes available to the Declarant, and by the affirmative vote of at least fifty-one percent (51%) of the first Mortgagees, calculated on a per-unit basis. In case of such partition, the net proceeds of sale, together with the net proceeds of insurance, shall be considered as one fund and shall be divided among all Unit Owners in proportion of their percentage interests in the Common Elements and shall be distributed in accordance with the priority of interests in each Unit. In the event the required seventy-five percent (75%) and fifty-one percent (51%) affirmative votes are not cast within the ten (10) day period, or in the event the damage sustained is less than or equal to Ten Thousand Dollars (\$10,000), the Association shall promptly undertake to repair or reconstruct the damaged property to a condition compatible with the remainder of the Condominium. Upon reconstruction, the Association may vary the design, plan, and specifications of the Common Elements from that of the original; provided, however, that the number of square feet of any Unit may not vary by more than five percent (5%) from the number of square feet for such Unit as originally constructed and, provided further, that the location and floor plan of the damaged buildings shall be substantially the same as they were prior to the damage. In the event insurance proceeds are insufficient to pay the estimated or actual costs of reconstruction, the shortage shall be considered a Common Expense, and the Association shall have the responsibility and the right to levy assessments against the Unit Owners as provided herein.

### ARTICLE XIII

#### EMINENT DOMAIN

In the event of taking of any of the Common Elements under the power of eminent domain, the provisions of Section 703.19, Wisconsin Statutes (1997-8) as amended, shall control; provided, however, the affirmative vote of at least two-thirds of the first Mortgagees, calculated on a per-unit basis, will also be required in order to partition the Condominium; and provided further, if Limited Common Elements are taken, the same shall be reconstructed by the Association if practical to do so.

### ARTICLE XIV

#### COMMON EXPENSES

14.01 Liability of Unit Owner. Each Unit Owner shall be liable for the share of expenses of the Association assessed against such Owner's Unit. These expenses ("Common Expenses") shall be allocated among the Units on an equal basis.

14.02 Enforcement. The assessments of Common Expenses, together with such interest as the Association may impose in the By-laws for delinquencies and with the costs of collection and actual attorney fees, constitute a lien on the Units against which they are assessed. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.16, Wisconsin Statutes (1997-8), as amended.

14.03 Suspension of Voting Rights. If any assessment of Common Expenses is delinquent and a "Statement of Condominium Lien" as described in Section 703.16(9), Wisconsin Statutes (1997-8), as amended, has been recorded against a Unit, the Association may suspend the voting rights of the delinquent Unit Owner. A delinquency resulting in the filing of a Statement of Condominium Lien against a Unit shall constitute an act of default under any mortgage secured by the Unit.

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



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

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

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

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

14.09 Reserve Fund. The Association shall, beginning in the year 2002, establish and maintain a reserve fund for payment of nonrecurring operating contingencies. Each annual condominium budget shall include funding for the reserve fund, at a level determined appropriate by the Association.

## ARTICLE XV

### POWERS OF DECLARANT

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15.01 Declarant Control. Except as provided in Section 703.15(2)(d), Wisconsin Statutes (1997-8), as amended, Declarant reserves the right to appoint and remove officers and directors of the Association and to exercise the powers and responsibilities of the Association, its members, and its directors until the earlier of either of the following shall occur: (i) expiration of three (3) years from the date this Declaration is recorded; or (ii) thirty (30) days after conveyance of seventy-five percent (75%) of the Common Elements to purchasers of Units in the Condominium. During this period, Declarant shall have the full and exclusive right to take all action on behalf of the Association, including but not limited to, the right to (a) enter into leases of Units, (b) make contracts and agreements on behalf of the Association for the maintenance, operation, and management of the Condominium, (c) determine, levy, and collect assessments, (d) grant easements, and (e) enact and enforce rules and regulations for the use of the Condominium. Any contracts or agreements entered into by Declarant on behalf of the Association with Declarant or an affiliate of Declarant shall not extend for a period exceeding one (1) year; provided, however, that such contracts or agreements may be automatically renewable if a reasonable period for giving notice of termination is provided at the end of each term. Furthermore, any such contracts or agreements shall provide for termination by either party without cause and without payment of a termination fee upon at least ninety (90) days' prior written notice. Notwithstanding the foregoing, this provision shall not apply to any lease, the termination of which would terminate the Condominium.

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

## ARTICLE XVI

### RIGHT TO EXPAND

16.01 No Reservation of Right. The Declarant has not reserved the right to expand the Condominium.

## ARTICLE XVII

### AMENDMENTS

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Except as otherwise provided herein, this Declaration may only be amended with the written consent of at least two-thirds of the Unit Owners and each Owner's consent shall not be effective unless approved by the mortgagee of the Unit; and provided, however, that no such amendment may substantially impair the security of any Unit Mortgagee. No amendment to the Declaration affecting the status or rights of the Declarant may be adopted without the written consent of Declarant. No amendment to this Declaration shall be effective until an instrument containing the amendment and stating that the required consents or votes were duly obtained, signed on behalf of the Association, and duly acknowledged or authenticated, is recorded with the Dane County Register of Deeds. For purposes of this provision and Declaration, each Unit shall have one (1) vote.

## ARTICLE XVIII

### NOTICES

18.1 Notice to Association. The person to receive service of process for the Condominium Association shall be David Schutz, 6806 Seybold Road, Madison, Wisconsin 53719, or such other person as may be designated from time to time by the Association, which designation shall be filed with the Wisconsin Secretary of State's office.

18.2 Notice to Mortgagees. Any first mortgagee of a Unit, upon written request to the secretary of the Association, shall be entitled to notice of any default which is not cured within sixty (60) days in the performance by an individual Unit Owner of any obligation under the condominium declaration, by-laws, rules and regulations, and related documents.

## ARTICLE XIX

### REMEDIES

If any Unit Owner fails to comply with all provisions of the Act, this Declaration, Association By-laws, and Articles of Incorporation, or any rules and regulations promulgated by the Association, the Unit Owner may be sued for damages caused by the failure or for injunctive relief, or both, by the Association or by any other Unit Owner. In the event no damages are capable of being accurately determined, liquidated damages of Two Hundred Dollars (\$200.00) may be assessed for each violation. Each day of violation shall constitute a separate violation for purposes of this Article. Any and all attorney fees and other expenses incurred by the Association in enforcing this provision shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit. Individual Unit Owners shall have similar rights of action, but not reimbursement, against the Association.

## ARTICLE XX

### EASEMENTS

Easements are reserved over, through and underneath the Common Elements for ingress and egress and for present and future utility services, including but not limited to, easements for water pipes sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, electrical wires, TV wires, security wires, and street lights, whether or not shown on the exhibits attached hereto. Easements for such utility

services are reserved to the Declarant and Unit Owners. Easements for ingress and egress are reserved to the Association in, over, and under the Units and Limited Common Elements, their ceilings, floors, and walls for the purpose of making any repairs which are the obligation of the Association. The Association shall be responsible for any damage resulting from such easements.

## ARTICLE XXI

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### GENERAL

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

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

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

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

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

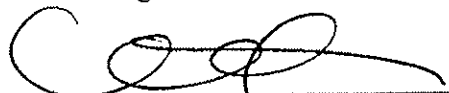
21.06 No Right of First Refusal. The right of a Unit Owner to sell, transfer, or otherwise convey his/her Unit shall not be subject to any right of first refusal or similar restriction for the benefit of Declarant or the Association.

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

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

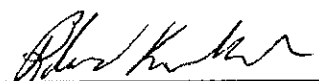
IN WITNESS WHEREOF, this Declaration has been executed this 26<sup>th</sup> day of February, 1999.

Schutz Design & Construction, Inc. 000523

  
By: David A. Schutz, President

STATE OF WISCONSIN )  
COUNTY OF DANE )ss

Personally came before me this 26<sup>th</sup> day of February, 1999, David A. Schutz, President of Schutz Design & Construction, Inc., to me known to be the person who executed the foregoing Declaration, and acknowledged that he executed the foregoing instrument.

  
Notary Public, Dane County, WI  
My commission is permanent

CONSENT OF MORTGAGEE

000524

Monona State Bank, Monona, Wisconsin, mortgagee, hereby consents to the foregoing Declaration of Condominium for Hatchery Hill Condominium, this 24<sup>th</sup> day of ~~February~~ March, 1999.

Monona State Bank

Earle R. Edwards  
By: EARLE R. EDWARDS President

STATE OF WISCONSIN )  
                                  )ss  
COUNTY OF DANE )

Personally came before me this 24<sup>th</sup> day of ~~February~~ March, 1999, EARLE R. EDWARDS, President, on behalf of Monona State Bank, to me known to be the person who executed the foregoing Declaration and acknowledge the same.

Barbara A. Beriga  
Notary Public, Dane County, WI  
My commission expires 9-30-2001

This instrument drafted by:  
Atty. Robert W. Kuehling  
KUEHLING & KUEHLING  
131 W. Wilson Street, Suite 501  
Madison, Wisconsin 53703

**EXHIBIT I**  
**LEGAL DESCRIPTION**

**000525**

Lot Fifteen (15), Hatchery Hill, in the City of Fitchburg, Dane County,  
Wisconsin.

**EXHIBIT II**  
**CONDOMINIUM PLAT**

**000526**





# HATCHERY HILL CONDOMINIUM

## A CONDOMINIUM PLAT

DANE COUNTY, WISCONSIN

### LEGAL DESCRIPTION

LOT 15, HATCHERY HILL, recorded in Volume 57-072A of Plats on Pages 263 and 264, Plats on Document Number 2854451 and located in the NW 1/4 and the SE 1/4 of the SW 1/4 of Section 3, T6N, R9E, City of Fitchburg, Dane County, Wisconsin.

CURVE NUMBER	RADIUS (FEET)	CHORD (FEET)	ARC (FEET)	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1-2	15.00	22.14	24.90	N58°03'48"W	095°06'44"	2-M10°30'26"W
2-3	520.00	75.03	75.03	N08°28'50.5"W	008°03'11"	
3-4	228.40	260.91	277.11	N32°22'41.5"E	063°28'59"	
4-5	405.00	197.59	147.49	N82°24'33.5"E	051°57'48"	
5-6	142.00	142.00	142.00	S21°01'10"E	095°10'44"	
6-7	15.00	22.15	24.92	S67°50'10"W	082°31'56"	13-M10°53'52"W
7-8	15.00	15.00	21.81	S73°39'23"W	011°30'24"	
8-9	263.25	307.82	328.77	S55°51'40"W	008°30'04"	
9-10	170.00	107.42	109.29			



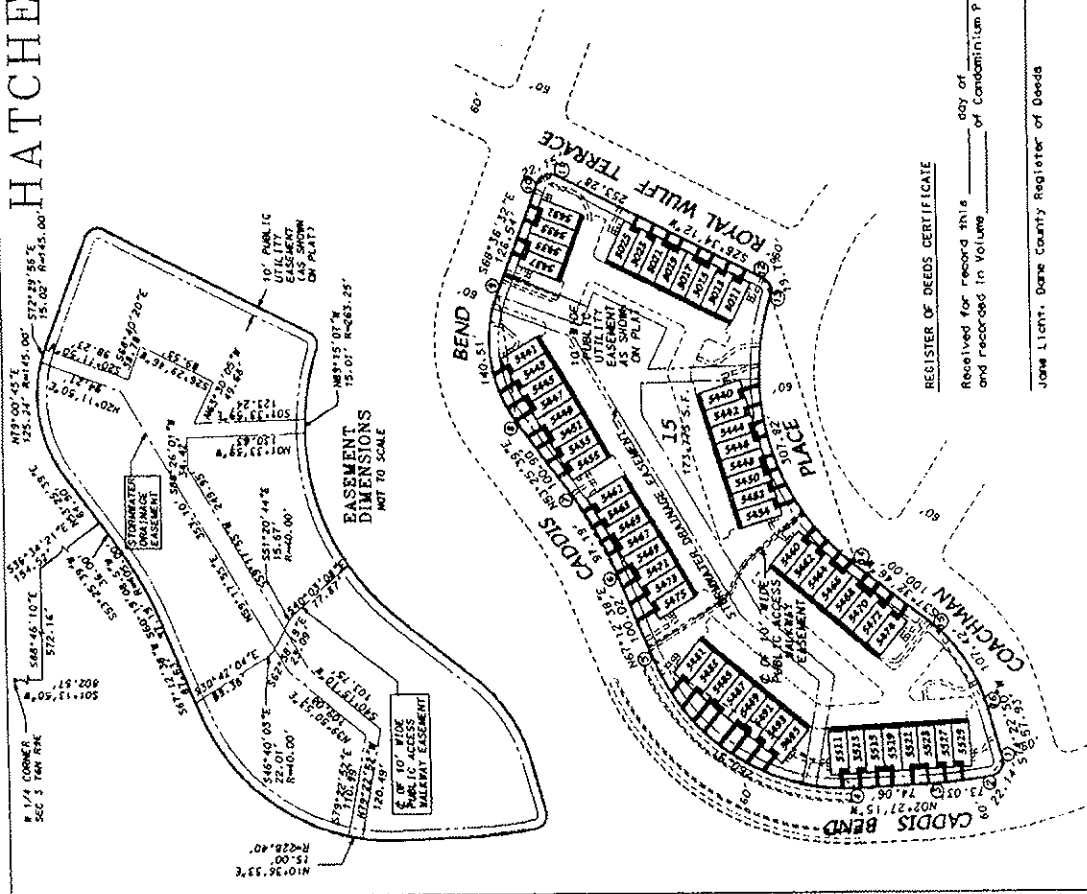
### SURVEYOR'S CERTIFICATE

I, Wayne D. Boreness, Registered Land Surveyor, S-1561, hereby certify that the plat hereon is a correct representation of the land described and that the plat hereon is a correct representation of the land described and that the identification and location of each unit and the common elements can be determined from the plat.

Dated this 4TH day of February, 1999, at Madison, Wisconsin.

Wayne D. Boreness  
Wayne D. Boreness, Registered Land Surveyor, S-1561

FN: 98-03-108 DATE: 2-3-99 PAGE: 1 of 2



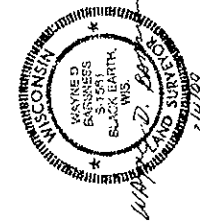
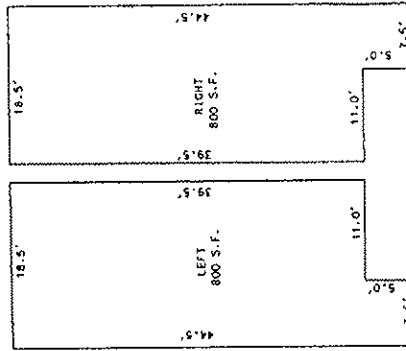
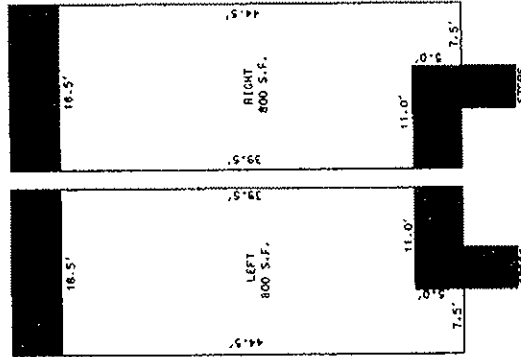
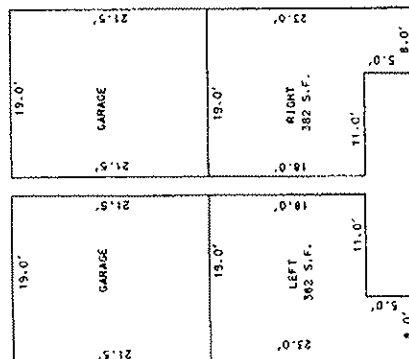
### REGISTER OF DEEDS CERTIFICATE

Received for record this \_\_\_\_\_ day of \_\_\_\_\_, 1999, at \_\_\_\_\_ o'clock \_\_\_\_\_ M.  
and recorded in Volume \_\_\_\_\_ of Condominium Plats on Pages \_\_\_\_\_

Jane Licht, Dane County Register of Deeds

# HATCHERY HILL CONDOMINIUM

A CONDOMINIUM PLAT  
DANE COUNTY, WISCONSIN



LEFT UNITS		RIGHT UNITS	
COACHMAN PLACE	5445 5450 5452 5454 5465 5470 5472 5474	5440 5442 5444 5446 5460 5462 5464 5468	5441 5443 5445 5447 5449 5451 5453 5455
ROYAL TERRACE	3011 3013 3015 3019	3017 3021 3023 3025	5437 5439 5441 5443 5445 5447 5449 5451 5453 5455
CADOLLS BEND	5431 5435 5445 5449 5461 5463 5465 5469 5481 5483 5485 5489 5511 5513 5515 5521		5432 5434 5436 5438 5440 5442 5444 5446 5448 5450 5452 5454 5456 5458 5460 5462 5464 5466 5468 5470 5472 5474 5476 5478 5480 5482 5484 5486 5488 5490 5492 5494 5496 5498 5499 5501 5503 5505 5507 5509 5511 5513 5515 5517 5519 5521 5523 5525 5527 5529

**EXHIBIT III****000529****Appurtenant Common Element Ownership**

<u>Unit Number</u>	<u>Common Element Ownership</u>	<u>Share of Common Expenses</u>
3011	1 2/3%	1 2/3%
3013	1 2/3%	1 2/3%
3015	1 2/3%	1 2/3%
3017	1 2/3%	1 2/3%
3019	1 2/3%	1 2/3%
3021	1 2/3%	1 2/3%
3023	1 2/3%	1 2/3%
3025	1 2/3%	1 2/3%
5431	1 2/3%	1 2/3%
5433	1 2/3%	1 2/3%
5435	1 2/3%	1 2/3%
5437	1 2/3%	1 2/3%
5441	1 2/3%	1 2/3%
5443	1 2/3%	1 2/3%
5445	1 2/3%	1 2/3%
5447	1 2/3%	1 2/3%
5449	1 2/3%	1 2/3%
5451	1 2/3%	1 2/3%
5453	1 2/3%	1 2/3%
5455	1 2/3%	1 2/3%
5457	1 2/3%	1 2/3%
5459	1 2/3%	1 2/3%
5461	1 2/3%	1 2/3%
5463	1 2/3%	1 2/3%
5465	1 2/3%	1 2/3%
5467	1 2/3%	1 2/3%
5469	1 2/3%	1 2/3%
5471	1 2/3%	1 2/3%
5473	1 2/3%	1 2/3%
5475	1 2/3%	1 2/3%
5481	1 2/3%	1 2/3%
5483	1 2/3%	1 2/3%
5485	1 2/3%	1 2/3%
5487	1 2/3%	1 2/3%
5489	1 2/3%	1 2/3%
5491	1 2/3%	1 2/3%
5493	1 2/3%	1 2/3%
5495	1 2/3%	1 2/3%
5511	1 2/3%	1 2/3%
5513	1 2/3%	1 2/3%
5515	1 2/3%	1 2/3%
5519	1 2/3%	1 2/3%
5521	1 2/3%	1 2/3%
5523	1 2/3%	1 2/3%
5527	1 2/3%	1 2/3%
5529	1 2/3%	1 2/3%
5440	1 2/3%	1 2/3%
5442	1 2/3%	1 2/3%
5444	1 2/3%	1 2/3%
5446	1 2/3%	1 2/3%

5448  
5450  
5452  
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5462  
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5472  
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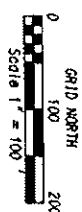
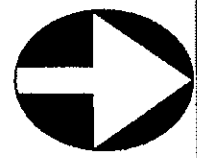
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000530

# HATCHERY HILL CONDOMINIUM

3095462

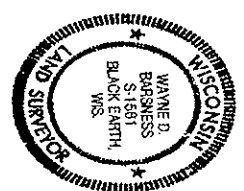
A CONDOMINIUM PLAT  
DANE COUNTY, WISCONSIN



**LEGAL DESCRIPTION**

Lot 15, Hatchery Hill, recorded in Volume 57-072A of Plats on Pages 283 and 284 of Plats as Document Number 2854451 and located in the NW 1/4 and the SW 1/4 of the SW 1/4 of Section 3, T6N, R6E, City of Fitchburg, Dane County, Wisconsin.

CURVE NUMBER	RADIUS (FEET)	CHORD (FEET)	ARC (FEET)	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1-2	15.00	22.14	24.90	N68°03'48"W	095°06'44"	2-N10°30'26"W
2-3	520.00	73.03	73.09	N06°28'50.5"E	008°03'11"	
3-4	228.40	260.91	277.71	N32°22'41.5"E	069°39'53"	
4-5	405.00	97.19	97.43	N60°19'08.5"E	013°46'59"	
5-6	140.51	146.69	146.69	N82°24'33.5"E	057°57'49"	
6-7	15.00	22.15	24.92	S21°01'10"E	095°10'44"	
7-8	15.00	15.79	21.61	S67°50'10"W	082°31'56"	13-N70°53'52"W
8-9	263.25	307.82	328.77	S73°19'27"W	011°33'22"	
9-10	170.00	107.42	109.29	S55°57'48"W	036°50'04"	



**SURVEYOR'S CERTIFICATE**

I, Wayne D. Barsness, Registered Land Surveyor, S-1561, hereby certify that the plat herein is a correct representation of the property described and further that the floor plans are reproduced from plans furnished by the owner and architect and that the identification and location of each unit and the common elements can be determined from the plat.

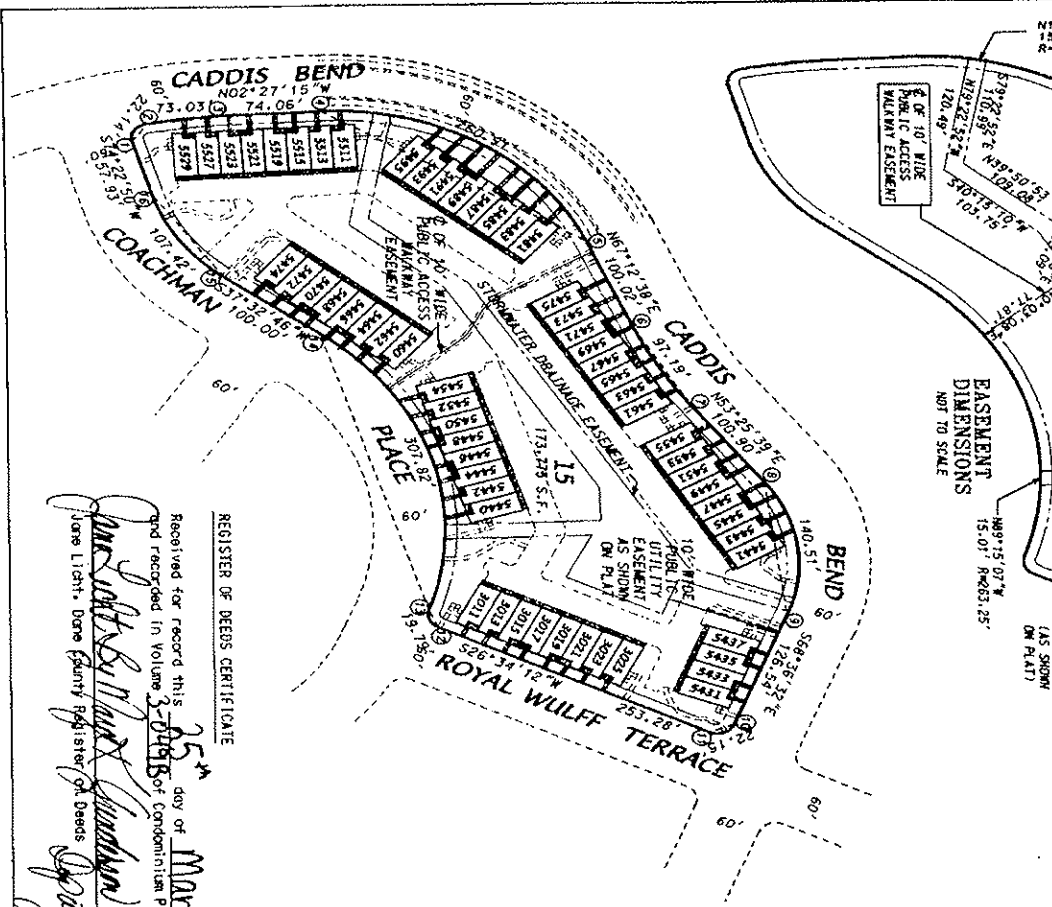
Dated this 4<sup>TH</sup> day of FEBRUARY, 1999, at Madison, Wisconsin.

*Wayne D. Barsness*  
Wayne D. Barsness, Registered Land Surveyor, S-1561

**REGISTER OF DEEDS CERTIFICATE**

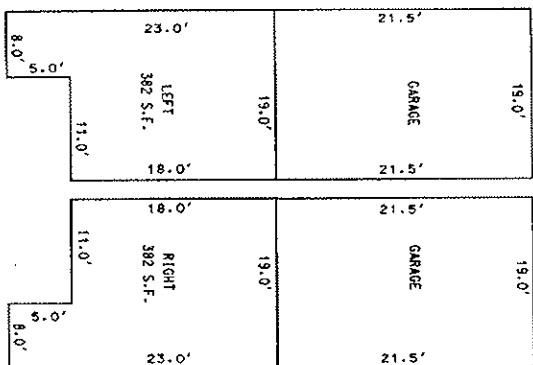
Received for record this 25<sup>TH</sup> day of MARCH, 1999, at 2:30 o'clock P.M. and recorded in Volume 3-0498 of Condominium Plats on Pages 1-2.

*June L. Lieth*  
June L. Lieth, Dane County Register of Deeds

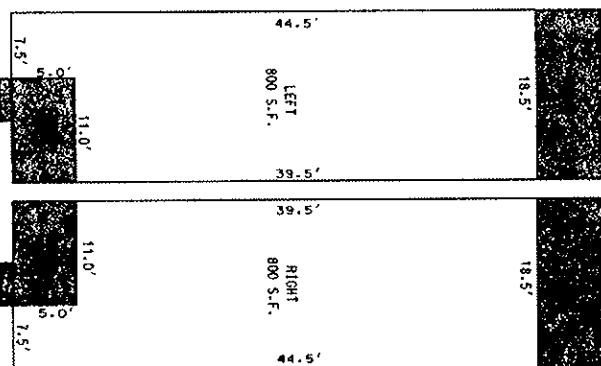


# HATCHERY HILL CONDOMINIUM

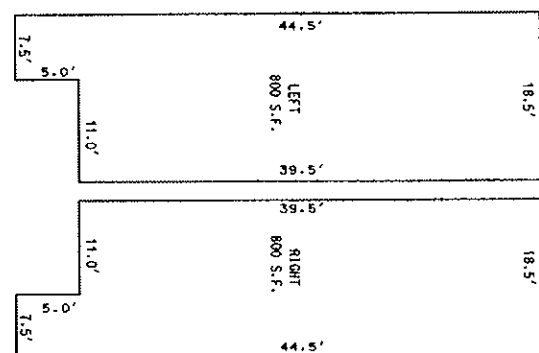
A CONDOMINIUM PLAT  
DANE COUNTY, WISCONSIN



GROUND FLOOR PLAN  
TYPICAL LEFT & RIGHT UNITS



FIRST FLOOR PLAN  
TYPICAL LEFT & RIGHT UNITS



SECOND FLOOR PLAN  
TYPICAL LEFT & RIGHT UNITS



L. M. L. LIMITED  
COMMERCIAL  
ELEMENTS

COACHMAN PLACE  
ROYAL WILF  
TERRACE  
CANDIS BEND

LEFT UNITS

RIGHT UNITS

5446	5450	5452	5454	5440	5442	5444	5448
5466	5470	5472	5474	5460	5462	5464	5468
3011	3013	3015	3019	3017	3021	3023	3025
5431	5433	5435	5437	5433	5437	5439	5441
5441	5443	5445	5449	5441	5443	5445	5449
5461	5463	5465	5469	5461	5463	5465	5469
5481	5483	5485	5489	5481	5483	5485	5489
5511	5513	5515	5521	5511	5513	5515	5521

Parade of Condominiums  
RESTRICTIVE COVENANTS

IN RE:  
(insert legal description here or attach)

*See Attached*

DANE COUNTY  
REGISTER OF DEEDS

3224867

06-27-2000 4:51 PM

Trans. Fee

Rec. Fee 18.00  
Pages 5

000955

RETURN TO:

SCHUTZ DESIGN & CONSTRUCTION, INC.  
6806 SEYBOLD ROAD  
MADISON, WI 53719

Parcel No.: \_\_\_\_\_

PIN: *See attached*

The undersigned, as the Declarant (hereinafter the "Declarant") and owner of all units of the above described Condominium (hereinafter the "Condominium") does hereby declare and provide that all units and appurtenant common elements of the Condominium shall be and hereby are subject to the following covenants, restrictions and conditions:

WITNESSETH:

WHEREAS, the Madison Area Builders Association (hereinafter the "MABA") intends to hold a Parade of Condominiums (hereinafter the "Parade") each year to showcase and promote the residential condominium unit form of home ownership inviting the public, for a fee, to visit and tour designated condominium units in projects located in Dane County in an organized open house format;

WHEREAS, the undersigned Declarant intends, from time to time, as part of the marketing effort of the Condominium, to nominate one or more units in the Condominium as a site or sites for the Parade; and

WHEREAS, in order to participate in the Parade and to assure the successful participation in and marketing efforts of the Parade, it is necessary to subject all units and appurtenant common elements of the Condominium to the covenants, restrictions and conditions as hereinafter set forth;

NOW THEREFORE, all units and appurtenant common elements of the Condominium shall be and hereby are subject to the following covenants, restrictions and conditions:

1. If upon nomination by the undersigned Declarant a unit or units of the Condominium is/are selected as a site/sites for the Parade,
  - a. No construction vehicles or equipment may be kept on, and no construction or construction related work may be done on, the selected unit or units, or in the common elements or such other adjacent or nearby units as may be designated by the Declarant in its sole discretion during the show hours of the Parade as designated by the MABA.

5/16

- 000956
- b. No signs of any type may be placed or maintained upon the Condominium during the dates of the Parade as designated by the MABA except permanent project entry signs containing solely the name of the Condominium, permanent Condominium directional and traffic control signs, and such other signs as are specifically approved by the MABA. All non-conforming signs, including for sale signs maintained by any unit owner or the Declarant shall be removed during the dates of the Parade as designated by the MABA.
  - c. Use and control of the selected unit/units during the dates of the Parade as designated by the MABA shall be controlled by and in accordance with the Parade rules as adopted by the MABA, as same may be amended from time to time. No selected unit shall be shown or open to the public as a model unit or as an open house or used in any promotional manner during the dates of the Parade as designated by the MABA except as part of said Parade during the hours of the Parade as designated by the MABA.
  - d. The MABA shall have access through and over the Condominium common elements, including limited common elements as reasonably necessary, during the dates of the Parade as designated by the MABA for itself and its employees, agents, guests, and invitees, for access to and from the selected unit/units.
  - e. Within ten days of selection of a unit/units, the MABA shall record an affidavit identifying the unit/units selected and the Parade show dates and hours. The MABA may modify said Parade show dates and hours by recording an amendment affidavit setting forth the amended Parade show dates and hours within ten days of such amendment. The Declarant may also record its affidavit setting forth the aforementioned information. In addition, the Declarant shall mail to each unit at the address the unit owner has on file with the Condominium unit owners association a copy of said affidavit/amended affidavit within seven days of the recording of said affidavit/amended affidavit. The Declarant shall have a copy of said then current Parade rules on file at its office, said Parade rules to be available for inspection by unit owners or others having an interest in the Condominium through or under said unit owners.
2. The covenants, restrictions and conditions contained in this Parade of Condominiums Restrictive Covenants shall run with the land and shall be binding upon the undersigned Declarant and the undersigned Declarant's successors and assigns, including unit owner purchasers and their mortgagees. The covenants, restrictions and conditions contained in this Parade of Condominium Restrictive Covenants may be enforced by the Declarant or the MABA, which have the right but not the obligation to bring proceedings at law or equity, including injunctive relief, against such persons or entities violating or attempting to violate said covenants, restrictions and conditions. The Declarant or the MABA shall be entitled to recover damages, including reasonable attorneys fees, in such enforcement action.
3. The right to nominate a unit/units owned by the Declarant or with the permission of any unit owner for inclusion in the Parade rests solely in the unfettered discretion of



the Declarant. Similarly, the right to select a unit/units so nominated for inclusion in the Parade rests solely in the unfettered discretion of the MABA. Each unit owner or the Condominium unit owners association and all others claiming through or under such unit owner and the Condominium unit owners association irrevocably waive any objection to such nomination or the inclusion of any unit/units in the Parade and covenants not to sue thereon. If suit is brought, the Declarant and the MABA shall be entitled to recover all costs in defending such suit, including reasonable attorneys fees.

000957

4. These covenants, restrictions and conditions shall automatically expire and terminate upon the sale of the last unit owned in the Condominium by the Declarant or at such earlier time as the Declarant may choose by recording an affidavit terminating these covenants, restrictions and conditions. These covenants, restrictions and conditions may not be otherwise modified or terminated and the right of termination, except the automatic termination as herein provided, shall rest solely with the Declarant.

Executed at Madison, Wisconsin, this 8 day of June, 2000.

PROJECT NAME: Hatchery Hill Condominiums

By: [Signature] By: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

#### ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF Dane )

Personally came before me this 8th day of June, 2000, the above named David A. Schutz, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]  
Notary Public, State of Wisconsin  
My Commission: 9/24/2001

#### ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000, the above named \_\_\_\_\_, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

# Pre-Plat Parcel

## HATCHERY HILL CONDOMINIUM

15-0609-033-

2845-6

↓ L+15  
Hatchery Hill

UNIT 3011	15-0609-033-3001-4
UNIT 3013	15-0609-033-3003-2
UNIT 3015	15-0609-033-3005-0
UNIT 3017	15-0609-033-3007-8
UNIT 3019	15-0609-033-3009-6
UNIT 3021	15-0609-033-3011-2
UNIT 3023	15-0609-033-3013-0
UNIT 3025	15-0609-033-3015-8
UNIT 3027	15-0609-033-3017-6
UNIT 3029	15-0609-033-3019-4
UNIT 3031	15-0609-033-3021-0
UNIT 3033	15-0609-033-3023-8
UNIT 3035	15-0609-033-3025-6
UNIT 3037	15-0609-033-3027-4
UNIT 3039	15-0609-033-3029-2
UNIT 3041	15-0609-033-3031-0
UNIT 3043	15-0609-033-3033-8
UNIT 3045	15-0609-033-3035-6
UNIT 3047	15-0609-033-3037-4
UNIT 3049	15-0609-033-3039-2
UNIT 3051	15-0609-033-3041-0
UNIT 3053	15-0609-033-3043-8
UNIT 3055	15-0609-033-3045-6
UNIT 3057	15-0609-033-3047-4
UNIT 3059	15-0609-033-3049-2
UNIT 3061	15-0609-033-3051-0
UNIT 3063	15-0609-033-3053-8
UNIT 3065	15-0609-033-3055-6
UNIT 3067	15-0609-033-3057-4
UNIT 3069	15-0609-033-3059-2
UNIT 3071	15-0609-033-3061-0
UNIT 3073	15-0609-033-3063-8
UNIT 3075	15-0609-033-3065-6
UNIT 3077	15-0609-033-3067-4
UNIT 3079	15-0609-033-3069-2
UNIT 3081	15-0609-033-3071-0
UNIT 3083	15-0609-033-3073-8
UNIT 3085	15-0609-033-3075-6
UNIT 3087	15-0609-033-3077-4
UNIT 3089	15-0609-033-3079-2
UNIT 3091	15-0609-033-3081-0
UNIT 3093	15-0609-033-3083-8
UNIT 3095	15-0609-033-3085-6
UNIT 3097	15-0609-033-3087-4
UNIT 3099	15-0609-033-3089-2
UNIT 3101	15-0609-033-3091-0
UNIT 3103	15-0609-033-3093-8
UNIT 3105	15-0609-033-3095-6
UNIT 3107	15-0609-033-3097-4
UNIT 3109	15-0609-033-3099-2
UNIT 3111	15-0609-033-3101-0
UNIT 3113	15-0609-033-3103-8
UNIT 3115	15-0609-033-3105-6
UNIT 3117	15-0609-033-3107-4
UNIT 3119	15-0609-033-3109-2
UNIT 3121	15-0609-033-3111-0
UNIT 3123	15-0609-033-3113-8
UNIT 3125	15-0609-033-3115-6
UNIT 3127	15-0609-033-3117-4
UNIT 3129	15-0609-033-3119-2

000958

Unit: ★, Hatchery Hill Condominium, created by Declaration of Condominium recorded as Document No. 3095461 and any Amendments thereto, together with an undivided interest in the common elements as set forth in said Declaration and Amendments thereto, in the City of Fitchburg, Dane County, Wisconsin.

★ see above unit numbers

UNIT 5440  
UNIT 5442  
UNIT 5444  
UNIT 5446  
UNIT 5448  
UNIT 5450  
UNIT 5452  
UNIT 5454  
UNIT 5460  
UNIT 5462  
UNIT 5464  
UNIT 5466  
UNIT 5468  
UNIT 5470  
UNIT 5472  
UNIT 5474

15-0609-033-3025-6  
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15-0609-033-3033-6  
15-0609-033-3037-2  
15-0609-033-3041-6  
15-0609-033-3045-2  
15-0609-033-3049-8  
15-0609-033-3053-2  
15-0609-033-3057-8  
15-0609-033-3061-2  
15-0609-033-3065-8  
15-0609-033-3069-4  
15-0609-033-3073-8  
15-0609-033-3077-4  
15-0609-033-3081-8  
15-0609-033-3085-4

000959

Document Number

STATUTORY RESERVE  
ACCOUNT STATEMENT

DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
4173053

03/22/2006 07:13AM

Trans. Fee:  
Exempt #:

Rec. Fee: 19.00  
Pages: 5

000040

Hatchery Hill Condominium, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a Declaration of Condominium for Hatchery Hill Condominium dated February 26, 1999, and recorded March 25, 1999, in the Office of the Register of Deeds for Dane County, Wisconsin as Document No. 3095461 and by a Condominium Plat recorded March 25, 1999, as Document No. 3095462.

The Condominium ~~(shall)~~(shall not) have a Statutory Reserve Account, as described in Wis. Stat. §703.163 effective January 15, 2006. This determination is made by the ~~(Declarant)~~(Association with the written consent of a majority of the Unit votes). *Cross out part that does not apply.*

Patrick A. Frey  
5515 Caddis Bend  
Fitchburg, WI 53711

Name and Return Address

If the Condominium will not have a Statutory Reserve Account, it is anticipated that future expenditures for the repair and replacement of the Common Elements will be funded by a special assessment to be levied by the association, if necessary.

See attached list  
PARCEL NUMBER

Dated this 15<sup>th</sup> day of January, 2006.

HATCHERY HILL CONDOMINIUM  
HOMEOWNERS ASSOCIATION, INC.

By: \_\_\_\_\_

PATRICK A. FREY, President

By: \_\_\_\_\_

MATTHEW J. GERLACH, Vice President

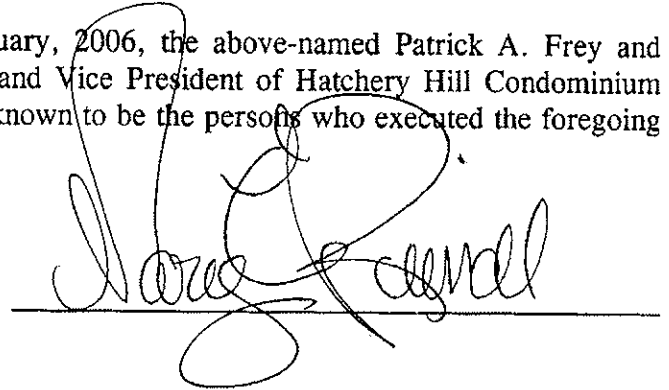
5/19

ACKNOWLEDGMENT

000041

STATE OF WISCONSIN    )  
                                  ) ss.  
DANE COUNTY            )

Personally came before me this 15<sup>th</sup> day of January, 2006, the above-named Patrick A. Frey and Matthew J. Gerlach, to me known to be the President and Vice President of Hatchery Hill Condominium Homeowners Association, Inc., respectively, and to me known to be the persons who executed the foregoing instrument and acknowledged the same.

A handwritten signature in cursive script, appearing to read "Mary E. Reindl", is written over a horizontal line.

MARY E. REINDL, Notary Public  
Dane County, State of Wisconsin  
My commission expires 06/27/2007.

This Instrument Drafted By  
And Should Be Returned To:

Patrick A. Frey  
5515 Caddis Bend  
Fitchburg, WI 53711

y:06022110.50



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Parcel Number	Parcel Status	Unit	Building	Condominium	Plat Type
060903330014	Active	UNIT 3011		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330032	Active	UNIT 3013		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330050	Active	UNIT 3015		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330078	Active	UNIT 3017		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330096	Active	UNIT 3019		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330112	Active	UNIT 3021		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330130	Active	UNIT 3023		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330158	Active	UNIT 3025		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330176	Active	UNIT 5431		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330194	Active	UNIT 5433		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330210	Active	UNIT 5435		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330238	Active	UNIT 5437		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330256	Active	UNIT 5440		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330274	Active	UNIT 5441		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330292	Active	UNIT 5442		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330318	Active	UNIT 5443		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330336	Active	UNIT 5444		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330354	Active	UNIT 5445		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330372	Active	UNIT 5446		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330390	Active	UNIT 5447		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330416	Active	UNIT 5448		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330434	Active	UNIT 5449		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330452	Active	UNIT 5450		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330470	Active	UNIT 5451		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330498	Active	UNIT 5452		HATCHERY HILL CONDOMINIUM	CONDOMINIUM

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Parcel Number	Parcel Status	Unit	Building	Condominium	Plat Type
060903330514	Active	UNIT 5453		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330532	Active	UNIT 5454		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330550	Active	UNIT 5455		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330578	Active	UNIT 5460		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330596	Active	UNIT 5461		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330612	Active	UNIT 5462		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330630	Active	UNIT 5463		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330658	Active	UNIT 5464		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330676	Active	UNIT 5465		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330694	Active	UNIT 5466		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330710	Active	UNIT 5467		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330738	Active	UNIT 5468		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330756	Active	UNIT 5469		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330774	Active	UNIT 5470		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330792	Active	UNIT 5471		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330818	Active	UNIT 5472		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330836	Active	UNIT 5473		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330854	Active	UNIT 5474		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330872	Active	UNIT 5475		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330890	Active	UNIT 5481		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330916	Active	UNIT 5483		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330934	Active	UNIT 5485		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330952	Active	UNIT 5487		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330970	Active	UNIT 5489		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903330998	Active	UNIT 5491		HATCHERY HILL CONDOMINIUM	CONDOMINIUM

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Parcel Number	Parcel Status	Unit	Building	Condominium	Plat Type
060903331013	Active	UNIT 5493		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903331031	Active	UNIT 5495		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903331059	Active	UNIT 5511		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903331077	Active	UNIT 5513		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903331095	Active	UNIT 5515		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903331111	Active	UNIT 5519		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903331139	Active	UNIT 5521		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903331157	Active	UNIT 5523		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903331175	Active	UNIT 5527		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
060903331193	Active	UNIT 5529		HATCHERY HILL CONDOMINIUM	CONDOMINIUM
<del>060903332012</del>	<del>Active</del>	<del>UNIT 5460-101</del>	<del></del>	<del>HATCHERY HILL CONDOMINIUM II</del>	<del>CONDOMINIUM</del>
060903332032	Active	UNIT 5460-102		HATCHERY HILL CONDOMINIUM II	CONDOMINIUM
060903332052	Active	UNIT 5460-103		HATCHERY HILL CONDOMINIUM II	CONDOMINIUM
060903332072	Active	UNIT 5460-104		HATCHERY HILL CONDOMINIUM II	CONDOMINIUM
060903332092	Active	UNIT 5460-201		HATCHERY HILL CONDOMINIUM II	CONDOMINIUM
060903332112	Active	UNIT 5460-202		HATCHERY HILL CONDOMINIUM II	CONDOMINIUM
060903332132	Active	UNIT 5460-203		HATCHERY HILL CONDOMINIUM II	CONDOMINIUM
060903332152	Active	UNIT 5460-204		HATCHERY HILL CONDOMINIUM II	CONDOMINIUM
060903332172	Active	UNIT 5460-301		HATCHERY HILL CONDOMINIUM II	CONDOMINIUM
060903332192	Active	UNIT 5460-302		HATCHERY HILL CONDOMINIUM II	CONDOMINIUM
060903332212	Active	UNIT 5470-101		HATCHERY HILL CONDOMINIUM II	CONDOMINIUM
060903332232	Active	UNIT 5470-102		HATCHERY HILL CONDOMINIUM II	CONDOMINIUM
060903332252	Active	UNIT 5470-103		HATCHERY HILL CONDOMINIUM II	CONDOMINIUM
060903332272	Active	UNIT 5470-104		HATCHERY HILL CONDOMINIUM II	CONDOMINIUM
<del>060903332292</del>	<del>Active</del>	<del>UNIT 5470-201</del>	<del></del>	<del>HATCHERY HILL CONDOMINIUM II</del>	<del>CONDOMINIUM</del>

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