

ENABLING DECLARATION ESTABLISHING A PLAN  
FOR CONDOMINIUM OWNERSHIP

WHEREAS, DON SIMON, INC., a Wisconsin corporation, Donald E. Simon, Donald L. Evans and Charles Jones, individually (all hereinafter referred to as "Grantor"), own certain real property herein described; and

WHEREAS, said Grantor has improved said property by constructing thereon 62 units in 8 multifamily buildings known as Buckingham Square Townhouses, said buildings having been constructed in accordance with plans and specifications, said plans being filed in the Office of the Building Inspector of the City of Sun Prairie, Wisconsin, and,

WHEREAS, said Grantor hereby establishes by this declaration a plan for the individual ownership of the real property estates consisting of the area or space contained in each of the units in said multifamily buildings and the coownership by the individual and separate owners thereof, as tenants in common, of all of the remaining real property which is hereinafter defined and referred to herein as the "common areas and facilities."

NOW, THEREFORE, said Grantor, the fee owner of the following described real property, to wit:

Part of Lot 125 and all of Lot 114 and part of vacated Ivory Drive of the Third Addition to Emerald Terrace. Also including part of the South 1/2 of Section 6. Township 8 North Range 11 East, all located in the City of Sun Prairie, Dane County, Wisconsin, more fully described as follows: Beginning at the Southeast corner of Lot 114; said Third Addition to Emerald Terrace; Thence N19°34'E, 319.93 feet; Thence N57°24'32"W, 329.86 feet; Thence S45°38'W, 288.42 feet; Thence S44°22'E, 222.17 feet; Thence on a curve to the left of radius 420 feet whose long chord bears S53°19'00"E, 129.42 feet; Thence on a curve to the left of radius 420 feet whose long chord bears S70°40'30"E, 124.85 feet to the point of beginning of this description.

OFFICE OF THE BUILDING INSPECTOR

1368601

Lots 79, 80, 81, 82, 83, 84, 85 and 86, Second Addition to Emerald Terrace, City of Sun Prairie, Dane County, Wisconsin.

hereby makes the following declaration as to dividends, covenants, restrictions, limitations, conditions and uses to which the above described real property and improvements thereon, consisting of 62 units in 8 multifamily buildings and appurtenances, may be put, hereby specifying that said declaration shall constitute covenants to run with the land and shall be binding on said Grantor, its successors and assigns, and all subsequent owners of all or any part of said real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns:

A. Said Grantor, in order to establish a plan of condominium ownership for the abovedescribed property and improvements, hereby covenants and agrees that it hereby divides said real property into the following separate freehold estates:

1. The 62 separately designated and legally described freehold estates consisting of the spaces or areas, being the area or space contained in the perimeter walls of each of the 62 units in said 8 multifamily buildings constructed on said property, said spaces being defined, and referred to herein, as "unit spaces."

2. A freehold estate consisting of the remaining portion of the real property is described and referred to herein as the "common areas and facilities," which definition includes the 8 multifamily buildings and the property upon which they are located, and specifically includes, but is not limited to, the land, roof, main walls, parking spaces, community facilities, trees, pavements, pipes, wires, conduits, and other public utility lines.

B. For the purpose of this declaration, the ownership of each "unit space" shall include the respective undivided interest in the common areas and facilities specified and established in "E" hereof, and each "unit space" together with the undivided interest is defined and hereinafter referred to as "family unit."

C. A portion of the "common areas and facilities" is hereby set aside and allocated for the restricted use of the respective "unit spaces," as hereinafter designated, and as shown on survey attached hereto, and said areas shall be known as "restricted common areas and facilities." Such restricted common areas and facilities are reserved for the exclusive use of the unit to which they are appurtenant.

D. The sixty-two (62) individual units hereby established and which shall be individually conveyed are described as follows:

DONNINGTON	SUSSEX	CARLISLE	BROUGHAM
#1559-(Type A)	#1543-(Type A)	#1531-(Type A)	#1515-(Type A)
#1557-(Type A)	#1541-(Type A)	#1529-(Type A)	#1513-(Type A)
#1555-(Type A)	#1539-(Type A)	#1527-(Type A)	#1511-(Type A)
#1553-(Type A)	#1537-(Type A)	#1525-(Type A)	#1509-(Type A)
#1551-(Type A)	#1535-(Type A)	#1523-(Type A)	#1507-(Type A)
#1549-(Type A)	#1533-(Type A)	#1521-(Type A)	#1505-(Type A)
#1547-(Type A)		#1519-(Type A)	#1503-(Type A)
#1545-(Type A)		#1517-(Type A)	#1501-(Type A)

KENILWORTH	TATTERSNALL	EDINBURGH	BUCKINGHAM
#1490-(Type A)	#1446-(Type A)	#1340-(Type A)	#1402-(Type A)
#1488-(Type A)	#1448-(Type A)	#1342-(Type A)	#1404-(Type A)
#1486-(Type A)	#1450-(Type A)	#1344-(Type A)	#1406-(Type A)
#1484-(Type A)	#1452-(Type A)	#1346-(Type A)	#1408-(Type A)
#1482-(Type A)	#1454-(Type A)	#1348-(Type A)	#1410-(Type A)
#1480-(Type A)	#1456-(Type A)	#1350-(Type A)	#1412-(Type A)
#1478-(Type A)	#1458-(Type A)	#1352-(Type A)	#1414-(Type A)
#1476-(Type A)	#1460-(Type A)	#1354-(Type A)	#1416-(Type A)

Each of the 8 multifamily buildings is two (2) stores in height, has a basement, is principally of wood frame construction, and contains the number of Units as indicated above. Each Type A Unit contains approximately 1,188 square feet and has a basement, living room, dining area, kitchen, three bedrooms, and one and one-half baths.

E. The percentage of undivided interest in the common areas and facilities appertaining to each Unit and its owner is as follows:

Type A - 1.61209%

The percentage of undivided interest in the common areas and facilities appertaining to each Unit established above has been determined as follows:

Percentage of undivided interest =  $\frac{\text{Unit Square Footage} \times 100}{\text{Total Square Footage of all Units}}$

The common profits and common expenses of the property shall be distributed and shared among the owners of the respective Units according to the percentage of their undivided interest in the common areas and facilities.

F. The property shall be administered and operated by an association known as "Buckingham Square Townhouses," hereafter called the "Association" and in accordance with the By-Laws of said Association. The affairs of the Association shall be managed by a Board of Directors consisting of such number of persons as provided for in the By-Laws. Each owner of a Unit shall be a member of the Association and there shall be one (1) vote for each Unit owned. At such time as an owner's ownership interest in a Unit ceases for any reason, his membership in the Association shall automatically cease. The powers and duties of the Association shall include those set forth in this Declaration and those set forth in the By-Laws.

G. The "restricted common areas and facilities" allocated for the restricted uses of the respective "family units" is as follows:

1. The patio adjacent to each unit are limited common areas reserved for the use of that unit to the exclusion of other units.
2. Each Unit owner shall be entitled to the exclusive use and possession of that patio or, if any, direct access to which is provided from his respective unit, and which is or are located outside of and adjoining his respective unit.
3. Unless and until such time as the Board as herein-after provided determines to the contrary, each Unit Owner shall be responsible for repair, maintenance and appearance of the patios, the exclusive use and possession whereof is extended hereby, at his own expense, including (without limitation) responsibility for breakdown, damage, malfunction and ordinary wear and tear. A Unit Owner shall not paint, or otherwise decorate or adorn or change the appearance of any such patio, in any manner contrary to such rules and regulations as may be established by the Board.

H. Said Grantor, its successors and assigns, by this declaration, and all future owners of the "family units," by their acceptance of their deeds, covenant and agree as follows:

1. That the "common areas and facilities" shall remain undivided, and no owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the condominium.
2. That the "unit spaces" shall be occupied and used by the respective owners only as a private dwelling for the owner, his family, tenants and social guests and for no other purpose.
3. The owner of the respective "unit spaces" shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his respective "unit space" nor shall said owner be deemed to own pipes, wires, conduits or other public utility lines running through said respective "unit spaces" which are utilized for, or serve more than one "unit space," except as tenants in common with the other "family unit" owners as heretofore provided in "E". Said owner, however, shall be deemed to own the walls and partitions which are contained in said owner's respective "unit space," and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc.
4. The owners of the respective "unit spaces" agree that if any portion of the "common areas and facilities" encroaches upon the "unit space," a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event a multifamily building is partially or totally destroyed, and then rebuilt, the owners of "unit spaces" in said building agree that minor encroachment of parts of the "common areas and facilities" due to construction shall be permitted and that valid easement for said encroachment and the maintenance thereof shall exist.
5. That an owner of a "family unit" shall automatically, upon becoming the owner of a "family unit or units," be a member of Buckingham Square Owners Association, hereinafter referred to as the "Association," and shall remain a member of said Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease.

6. That the owners of "family units" covenant and agree that the administration of the condominium shall be in accordance with the provisions of this Declaration, the By-Laws of the Association which are made a part hereof and attached as Exhibit "B", and shall be subject to the terms of a Regulatory Agreement executed by the Association, which Agreement is made a part hereof and is attached as Exhibit "C".

7. That each owner, tenant or occupant of a "family unit" shall comply with the provisions of this Declaration, the By-Laws, decisions and resolutions of the Association or its representative, and the Regulatory Agreement, as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

8. That this Declaration shall not be revoked or any of the provisions herein amended unless all of the owners and the mortgages of all of the mortgages covering the "family units" unanimously agree to such revocation or amendment by duly recorded instruments.

9. That no owner of a "family unit" may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by the abandonment of his "family unit".

10. The owner of each Unit shall (a) maintain in good condition and repair and replace all of the components or installations within or appertaining to the Unit, including, but not limited to all utility lines and installations, air-conditioners, fixtures, appliances, equipment, interior walls, partitions, flooring, ceilings, doors and windows (b) paint and decorate the perimeter and other walls and surface areas within the Unit and (c) keep and maintain in good condition and repair and replace the portion of the limited common areas and facilities appurtenant to his Unit.

11. The Association shall maintain in good condition and repair, replace and operate all other parts of the property, including, but not limited to, the foundations, roofs, exterior and other main walls and structural supports of the multi-family buildings, the utility lines, conduits,

pipes, wires and ducts utilized in common and all of the common areas and facilities appurtenant to a Unit which are the obligation of the owner of a Unit to maintain.

12. An owner of a Unit shall in no case paint or otherwise decorate or change the appearance of any portion of the property outside his Unit nor make a change within his Unit which will affect the structural soundness of the building and shall promptly report to the Association any need for repairs the responsibility for which is that of the Association.

13. Except as reserved to the Developer, the Association shall not make any alterations to the exterior of any of the multifamily buildings or make any other alterations or additions outside the area of any Unit without the affirmative vote or written consent of more than fifty percent (50%) of all the Unit owners. In no case shall any such alterations or additions prejudice the rights of any owner of a Unit unless his written consent has been obtained.

I. All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any family unit shall constitute a lien on such family unit prior to all other liens except only (1) liens of general and special taxes, (2) all sums unpaid on a first mortgage recorded prior to the making of such assessment, and (3) mechanics' liens filed prior to the making of such assessment. Such lien may be foreclosed by suit by the manager or Board of Directors, acting on behalf of the owners of the family units, in like manner as a mortgage of real property. In any such foreclosure the family unit owner shall be required to pay a reasonable rental for the family unit, if so provided in the By-Laws, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The manager or Board of Directors, acting on behalf of the owners of the family units, shall have power, unless prohibited herein, to bid in the unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

J. Where the holder of a first mortgage of record or other purchaser of a family unit obtains title to the unit as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such family unit which became due prior to the acquisition of title to such family unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the owners of the family units excluding such acquirer, his successors and assigns.

K. The respective "family units" shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days; or (b) any rental if the occupants of the "family unit" are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Other than the foregoing obligations, the owners of the respective "family units" shall have the absolute right to lease same provided that said lease is made subject to the covenants and restrictions contained in this Declaration and further subject to the By-Laws and Regulatory Agreement attached hereto.

L. Reconstruction or repair in the event of fire, casualty or disaster shall be in accordance with the following.

1. In the event of fire, casualty or any other disaster, the insurance proceeds, if sufficient to reconstruct or repair the buildings, shall be applied to such reconstruction or repair. Reconstruction or repair as used herein shall mean restoring the buildings to substantially the same conditions in which they existed prior to the fire, casualty or other disaster. Such reconstruction or repair shall be accomplished by the Board of Directors of the Association.

2. If the insurance proceeds are insufficient to reconstruct or repair the buildings but are equal to at least ninety percent (90%) of the cost of said reconstruction and repair, then the buildings shall be reconstructed or repaired by the Board of Directors of the Association using the insurance proceeds, and the owners shall be assessed for the deficiency.

3. If the insurance proceeds are less than ninety percent (90%) of the cost to reconstruct or repair the buildings, then the determination as to whether or not to reconstruct or repair the buildings shall be made by a vote taken of the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least seventy-five percent (75%) of the total number of eligible to vote shall be required in order to reconstruct or repair the buildings, and such decision shall also provide that the members shall be assessed for the deficiency. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) day period, then the provisions of Section 703.26, Wisconsin Statutes 1971, shall apply.



4. Notwithstanding all of the foregoing, in the event seventy-five percent (75%) or more of the buildings are destroyed or substantially damaged, then the determination as to whether or not to reconstruct or repair the buildings shall be made by a vote taken of the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least seventy-five percent (75%) of the total number eligible to vote shall be required in order to reconstruct or repair the buildings. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) day period, then the provisions of Section 703.26 Wisconsin Statutes, 1971, shall apply.

M. In a voluntary conveyance of a family unit the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the manager or Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the family unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

N. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in the Wisconsin Unit Ownership Act (Wisconsin Statutes), this Declaration or in the By-Laws, shall be deemed to be binding on all owners of family units, their successors and assigns.

O. The Board of Directors of the Association shall obtain and continue in effect insurance coverage on the buildings upon the property in an amount equal to the maximum insurable replacement value, which amount shall be reviewed annually by the Board of Directors, affording protection against loss or damage by fire and such hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. Said insurance shall be for the benefit of the Association and the owners and their mortgages as their interests may appear; provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustee for the owners and their mortgages for the express purpose of reconstruction and repair as provided in Paragraph L hereof, or, if it is determined in the manner as provided in Paragraph L hereof that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be applied as provided in Paragraph L hereof. The foregoing provisions of this paragraph are without prejudice to the right of any owner to obtain individual unit insurance;

provided, however, that no owners shall be entitled to exercise his right to maintain individual unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy obtained by reason of the provisions of this paragraph. In addition to the insurance coverage that the Board of Directors of the Association shall obtain as provided above, the Board of Directors shall obtain public liability insurance in such amounts and with such coverage as it may deem suitable under the circumstances and may obtain such other insurance as it shall determine from time to time to be desirable. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense to be paid by assessments levied by the Association.

P. Pending the completion and sale of all of the Units on all the condominium property to which this Declaration is applicable. Developer or its successors:

1. Shall have the right to appoint the members of of the Board of Directors of the Association and amend its By-Laws.
2. May, but shall not be obligated to, manage and operate the condominium property.
3. May use the common areas and facilities and any unsold units on such condominium property as may facilitate the completion and sale of all units contemplated thereon, including, but not limited to, in connection therewith, maintaining a sales office, showing property and maintaining signs.
4. Reserves unto itself the right to grant easements upon, over, through and across the common areas and facilities as may be required for furnishing any kind of utility services and may grant easements upon, over, through and across the common areas and facilities for ingress and egress to and from the condominium property and other real property adjacent to it.
5. Reserves unto itself the right, so long as Developer or its successor owns the building and/or Unit so altered or changed, to make minor alterations and changes to the design, location and exterior materials of a building and to alter and change the interior materials and the interior arrangement of a Unit.
6. Reserves unto itself the right to Plat and Subdivide the condominium property pursuant to Chapter 236, Wisconsin Statutes 1969.

Q. That so long as said Grantor, its successors and assigns, owns one or more of the family units established and described herein, said Grantor, its successors and assigns shall be subject to the provisions of this Declaration and of Exhibits "A", "B", and "C" attached hereto; and that said Grantor covenants to take no action which would adversely affect the rights of the Association with respect to assurances against latent defects in the property or other right assigned to the Association, the members of such association and their successors in interest, as their interests may appear, by reason of the establishment of the condominium.

R. Grantor, its successors and assigns expressly reserves unto itself, its successors and assigns the right to unilaterally, without the consent or approval of any owners or the amendment of this Declaration, annex, at any time and from time to time, to the plan of condominium ownership, which is the subject of this Declaration, all or any portion of the real estate described on Exhibit D appended hereunto and to construct, either before or after annexation, additional units on such real estate as may be annexed. The units on any annexed real estate and their owners and any common areas and facilities thereon shall become subject to the provisions of this Declaration, the By-Laws of the Association, and such rules, regulations, decisions and resolutions as from time to time may be adopted by the Association in accordance with its By-Laws upon annexation becoming effective. The right of annexation herein created and reserved unto Grantor, its successors and assigns shall be exercised by the recording of a supplement to this Declaration in the office of the Register of Deeds for Dane County, Wisconsin. The supplemental Declaration may, among other things, effectuate a change in (i) the percentage of undivided interest in the common areas and facilities owned by each of the unit space owners, (ii) the proportionate shares in the profits and common expenses in the common areas and facilities of each of the unit space owners, and (iii) the proportionate representation for voting purposes in the Association of Owners of each of the unit space owners. The provisions contained herein and the recording of a supplemental declaration or declarations shall not be deemed an amendment of this Declaration within the meaning of Paragraph 1 (8) of this Declaration. The provisions contained in this paragraph shall in no way be construed so as to create any obligation on behalf of Grantor, its successors and assigns, to in fact effectuate any annexation.

S. This Declaration may be amended from time to time by the affirmative vote or written consent of at least seventy-five percent (75%) of the Unit owners, except that no amendment shall change the rights of Developer as contained in this Declaration. Any amendment to this Declaration adopted from time to time shall be evidenced by an appropriate certification entitling the same to be recorded and shall not become effective until recorded in the Office of Register of Deeds for Dane County, Wisconsin.

T. No individual owner of a living unit and/or a tenancy-in-common interest in said real property shall sell or lease the same, or any part or parcel thereof, without first giving written notice of his intention to so sell or lease to said Association, which said written notice shall specify the terms, conditions, price or rental of such proposed sale or lease, together with the name and address of the prospective buyer and/or tenant. Said Association shall have a period of thirty (30) days after receipt of such notice within which to purchase or lease said property upon terms not less favorable to the owner than those set forth in said notice. This first refusal as set forth in this paragraph shall not be used or exercised by said Association for the purpose of discriminating against any prospective buyer or tenant on the basis of his color, race, religion, or origin of birth.

This paragraph shall not apply to a sale or lease by Developer or to a sale by a Trustee on foreclosure or to the acquisition of title by a lender in lieu of foreclosure.

U. Service of process shall be made on Don Simon, 1150 West Main Street, Sun Prairie, WI or upon such other person or persons and locations which may from time to time be designated by the Board of Directors of the Buckingham Square Owners Association.

V. The invalidity of any provision contained in this Declaration by judgment or court order shall in no way affect any other provision contained herein.

W. For purposes of this document the terms "Grantor" and Developer shall refer to Don Simon, Inc., Donald E. Simon, Donald L. Evans, and Charles Jones, collectively.

IN WITNESS WHEREOF, Don Simon, Inc. has caused these presents to be signed by Donald Simon, its president, and countersigned by Shirley Gietzel, its Secretary, and its corporate seal to be affixed this 11 day of June, 1973.

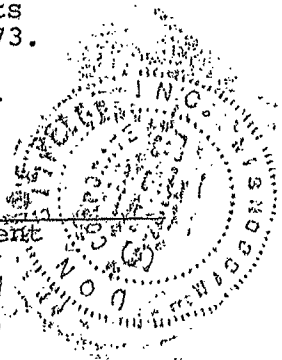
Signed and sealed in the Presence of: DON SIMON, INC.

William H. Wagoner

Donald E. Simon  
Donald Simon, President

Robert W. Rogers

Shirley Gietzel  
Shirley Gietzel, Secretary



IN WITNESS WHEREOF, Donald E. Simon, Donald L. Evans, and Charles Jones have caused these presents to be signed this 11 day of June, 1973.

Signed and sealed in the Presence of:

Jandi Williams

Donald E. Simon  
Donald E. Simon

Doraine Thies

Donald L. Evans  
Donald L. Evans

Michael D. Bueh

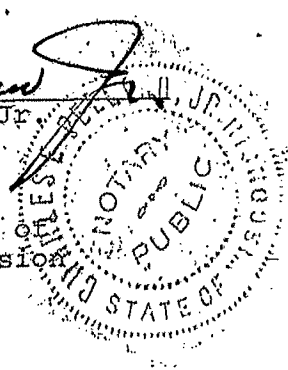
Charles Jones  
Charles Jones

STATE OF WISCONSIN )  
                                  ) SS  
COUNTY OF DANE        )

Personally came before me this 11 day of June, 1973, Donald Simon, President, and Shirley Gietzel, Secretary, of the above-named Corporation, Donald E. Simon, individually, Donald L. Evans, individually, and Charles Jones, individually, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

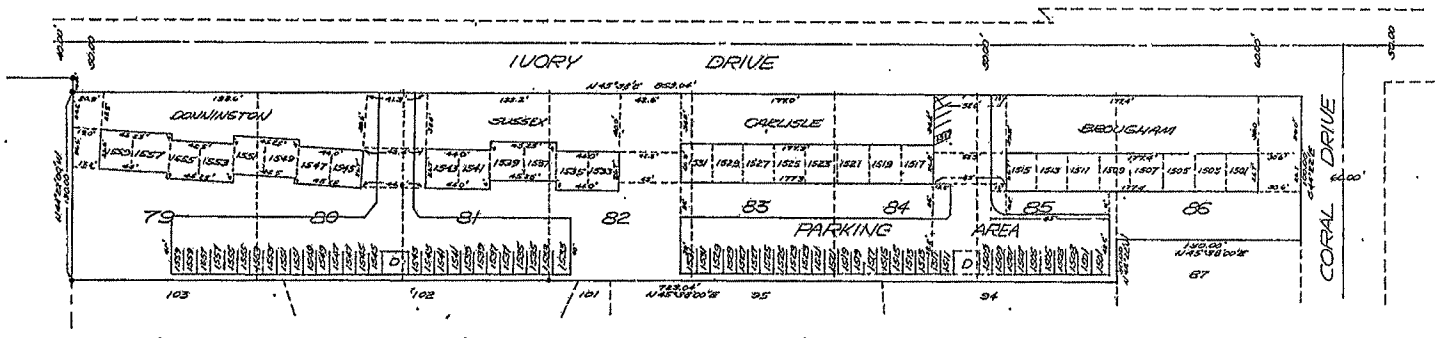
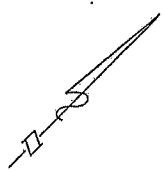
Charles E. Pellino, Jr.  
Charles E. Pellino, Jr.

Notary Public, State of Wisconsin, My Commission is permanent.



This instrument was drafted by Charles E. Pellino, Jr.

RECORDED IN VOL. 45, P. 45 AND 46, RECORD SECTION 10, RANGE 13 NORTH, T15N R15E, S15E, 1/4 SECTION 36, TOWNSHIP 15 NORTH, RANGE 15 EAST, COUNTY OF DANE, WISCONSIN.



**SURVEY PLAT**

GEORGE A. WEIR  
DANE COUNTY SURVEYOR  
CITY COUNTY BUILDING DEPARTMENT, WISCONSIN  
PHONE OFFICE 849-4831 HOME 718-2828

**RECORD:**  
SCALE: 1" = 40' FEET  
X IRON STAKES FOUND  
O IRON STAKES DRIVEN

SURVEYED FOR: DAVID S. MOU  
1/23 WEST PART OF SAN ANGELO AND  
DESCRIPTION: LOTS 79-86 240' WIDE  
TO EMERALD TERRACE CITY OF  
SAN ANGELO, DANE COUNTY WISCONSIN

Surveyed by: MARK GILL  
Drawn by: DAVE  
Typed by: DAVE  
Checked by: DAVE  
Approved: DAVE  
Title Book: 111 Page: 111  
Date of Survey: APRIL 30, 1973

**SURVEYOR'S CERTIFICATE**  
I, George A. Weir, registered land surveyor No. 843 of the State of Wisconsin, do hereby certify that I have surveyed and mapped according to the official records the property described and shown hereon. I further certify that this plat is a true and correct representation of the boundaries, buildings, improvements and existing encroachments if any.

MAP NO. 20225-1111 PRINTED

IVORY DR

VOL 448 PAGE 68

PARKING AREA

UNLATER

IVORY DRIVE

UTILITY EASEMENT

CORAL DR

KENILWORTH

TOT LOT

TATTERSHALL

EDINBURGH

BUCKINGHAM

PARKING

TOT LOT

EMERALD TERRACE



SURVEY PLAT

BUCKINGHAM SQUARE CONDOMINIUMS SUN PARADE, WISCONSIN

GEORGE A. WEHR

DANIEL G. WINTON

REGISTERED SURVEYORS

STATE OF WISCONSIN

OFFICE OF SURVEYING

PHONE OFFICE 784-6141

RESIDENCE 784-7710

FAX 784-7710

MAILING ADDRESS 1111 N. RICHMOND

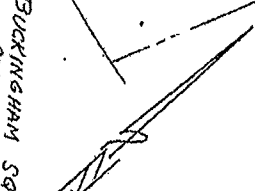
MADISON, WISCONSIN 53706

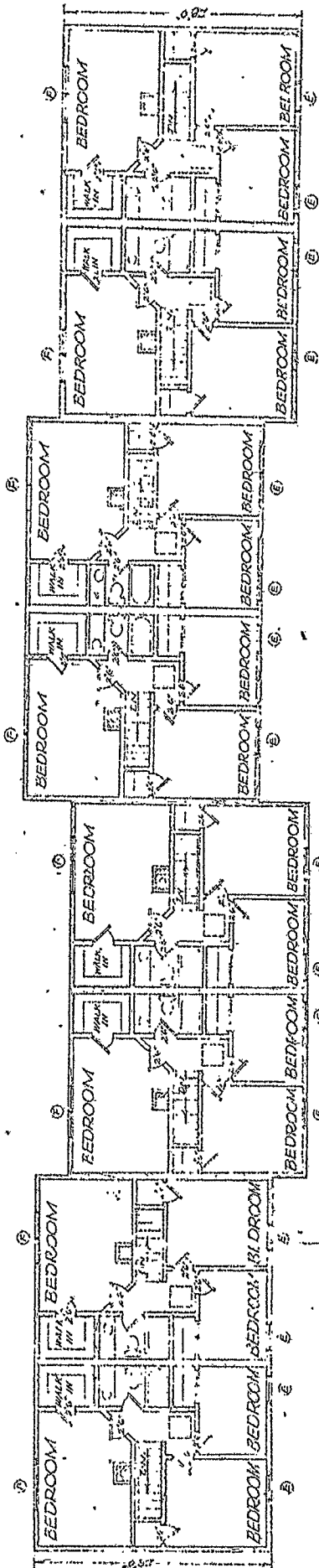
DATE 10/15/83

PROJECT BUCKINGHAM SQUARE CONDOMINIUMS

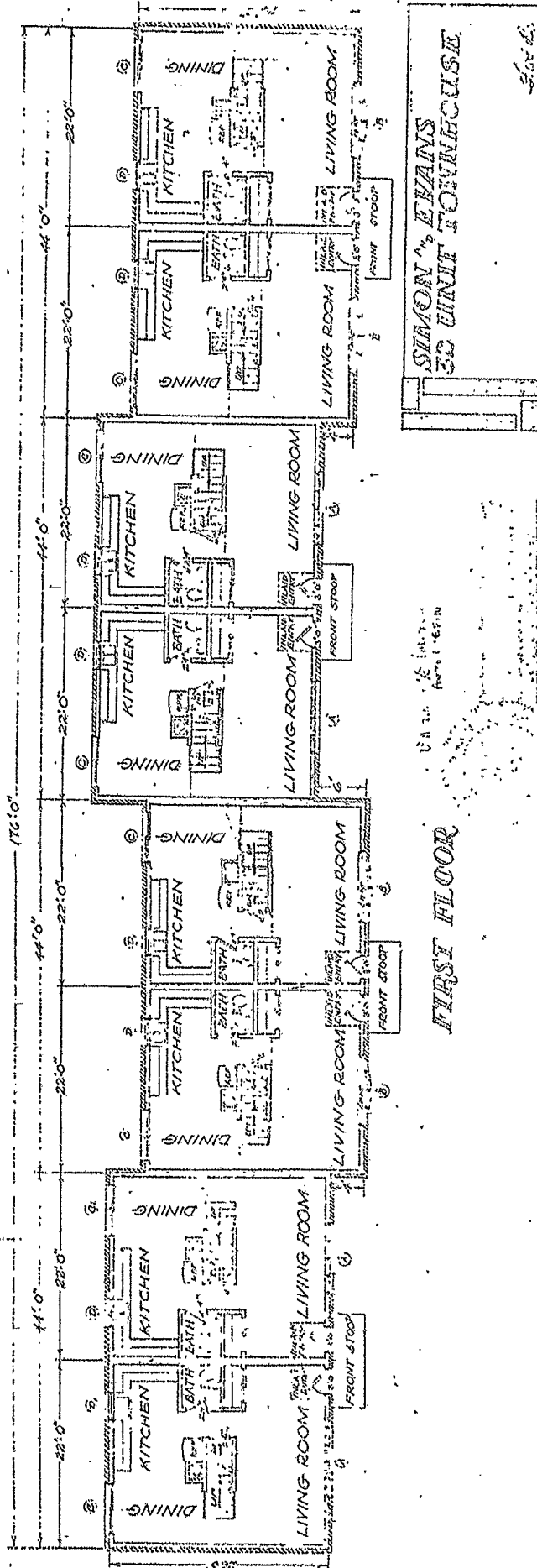
FILE NO. 2112

DESCRIPTION: Part of Lot 155 and all of Lot 114 and part of vacated Ivory Drive of the Third Addition to Emerald Terrace. Also including part of the South 1/2 of Section 6, Township 8 North Range 11 East, all located in the City of Sun Prairie, Dane County, Wisconsin. More fully described as follows: Beginning at the Northwest corner of Lot 114, said third of section 6, 125.00 feet; thence S 72° 17' 45" E 221.67 feet; thence S 70° 45' 00" E 127.50 feet to the left of radius 400 feet whose long chord bears S 55° 45' 15" W 127.50 feet; thence on a curve of radius 400 feet whose long chord bears S 72° 17' 45" E 221.67 feet; thence on a curve of radius 400 feet whose long chord bears S 72° 17' 45" E 221.67 feet to the point of beginning of this description.





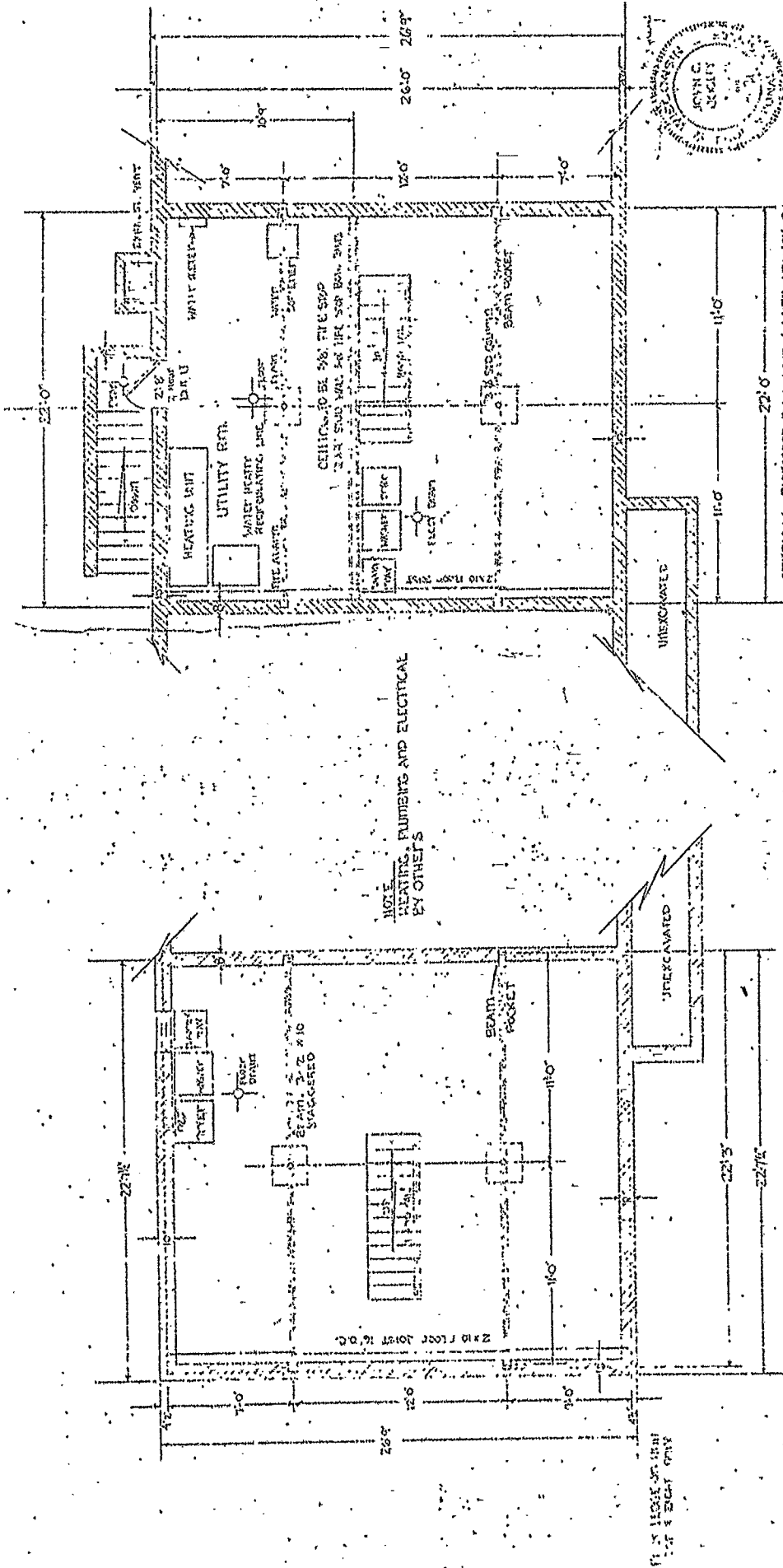
**SECOND FLOOR**



**FIRST FLOOR**

**SIMON M. EVANS  
32 UNIT TOWNHOUSE**





TYPICAL BASEMENT PLAN 1, 3, 5 AND 7  
 TYPICAL BASEMENT PLAN 2, 4, 6 AND 8 REVERSED

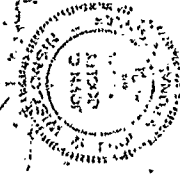
SCALE 1/4" = 1'-0"

11.25 HOURS PER UNIT  
 1.50 PER HOUR ONLY

NOTE: HEATING, PUMPING AND ELECTRICAL BY OTHERS

TYPICAL BASEMENT PLAN-UNIT 4 WITH UTILITY ROOM

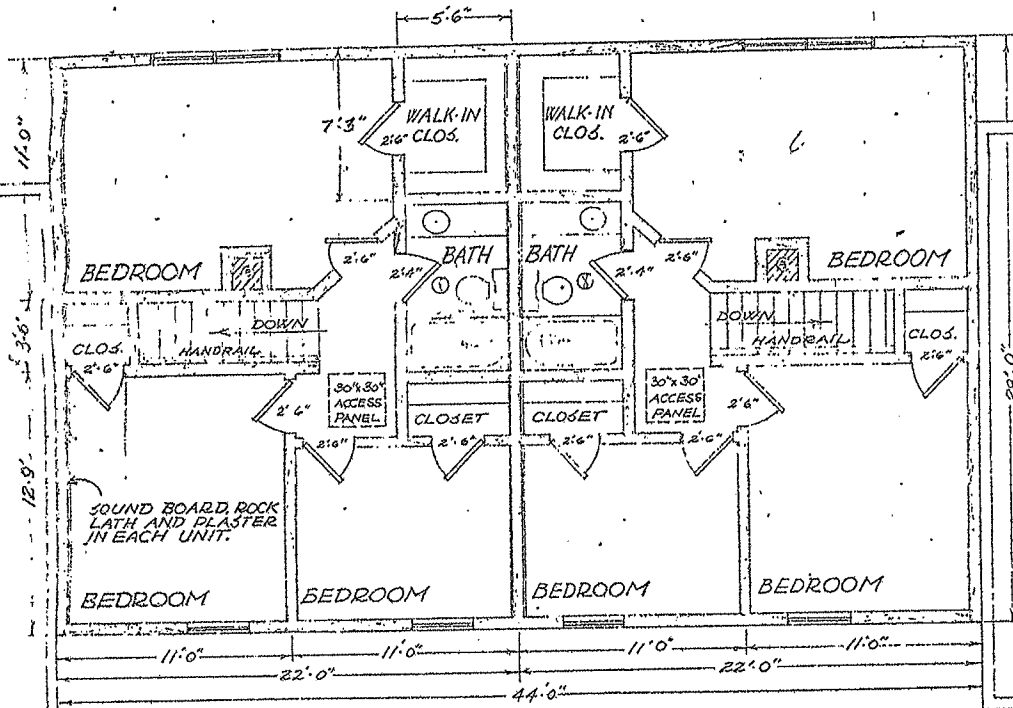
SCALE 3/4" = 1'-0"



don Simon Inc.

DESIGNED BY	APPROVED BY	DATE	REVISION
don Simon Inc.	J. Jenkins	JULY 1971	
PROJECT			ENGINEER PROJECT
8 Unit Town House			

VOL. 448 PAGE 69

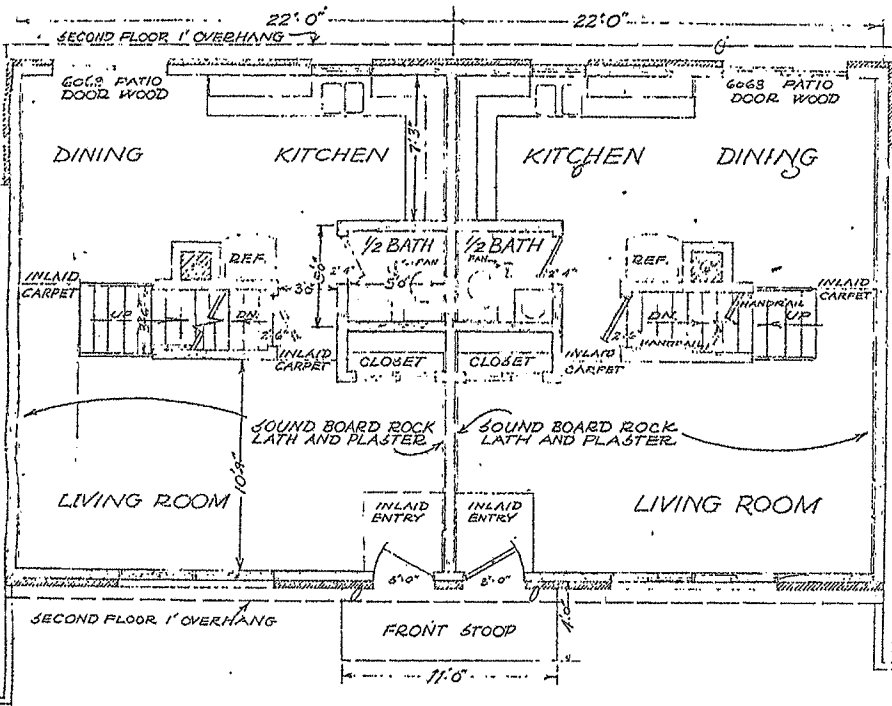


TYPICAL SECOND FLOOR  
SCALE 1/4" = 1'



There is no other title in this set of  
 drawings or specifications which is not  
 the property of the undersigned.

**SIMON EVANS**  
 32 UNIT TOWNHOUSE



TYPICAL FIRST FLOOR  
SCALE 3/4" = 1'



SIMON AND EVANS  
32 UNIT TOWNHOUSES

CHK  
TYPED  
COMP  
INIT

1368601

6  
36  
C

Enabling Declaration Establishing a  
Plan for Condominium  
Ownership & Maps.

B-firms 43

VOL. 448 PAGE 71

Office of Register of Deeds }  
Dane County, Wisconsin }ss

Received for Record June 18  
19 73 at 3:50 o'clock P.M.  
and recorded in vol. 448  
of Deeds on page 52  
Harold K. Hill  
Register

RETURN TO FRITSCHLER, PELLINO & ASSOCIATES  
222 S. HAMILTON ST.  
MADISON, WIS.

pd 20<sup>00</sup>

962145

THIS INSTRUMENT WAS DRAFTED BY THE STATE HIGHWAY COMMISSION OF WISCONSIN

AWARD OF DAMAGES FOR FEE SIMPLE TITLE BY COUNTY HIGHWAY COMMITTEE

VOL 322 PAGE 131

Section 84.09 (3)

WHEREAS, the County Highway Committee of Dane County has been ordered by the State Highway Commission of Wisconsin to acquire the fee simple title to a parcel of land owned by Rupert Batz, a/k/a Rupert J. Batz, a widower; Paul M. Batz and Isabel Batz, his wife; Muriel Batz, single; Bertille B. Zimbrich, a married woman and Pauline B. Raemisch, a widow subject to leasehold interests held by Lawrence Batz

such parcel of land being described as follows, to-wit:

A parcel of land in T 8 N, R 11 E, Section 6, the NE 1/4-SW 1/4, the NW 1/4-SE 1/4, the SW 1/4-NE 1/4, the SE 1/4-NE 1/4 and the NE 1/4-NE 1/4 thereof. The reference line of the highway is described as follows: Commencing at a point on the south line of said Section 6, 323.8 feet east of the southwest corner; Thence N 47°-46' E, 1963.5 feet to the point of beginning of this parcel and a south property line of the owners; Thence continuing N 47°-46' E, 3364.47 feet to a point of curve; Thence northeasterly on a curve to the right, radius 5729.6 feet, 750.23 feet to an east property line of the owners. Said parcel includes all land lying between new highway right-of-way lines located parallel to the above-described reference line and 75 feet southeasterly and 75 feet northwesterly therefrom, from the point of beginning, northeasterly, 1606.2 feet measured along said reference line to an east property line of the owners. Also all land of the owners lying between new highway right-of-way lines located parallel to the above-described reference line and 75 feet southeasterly and 75 feet northwesterly therefrom, for the last 2145.5 feet of the next 2508.5 feet along said reference line to an east property line of the owner. It also includes land of the owner, exclusive of land described above, lying within the following described traverses:

- Traverse No. 1: Commencing at the above-described point of beginning; Thence N 47°-46' E, 1594.2 feet to beginning of traverse; Thence continuing N 47°-46' E, 375.0 feet; Thence N 89°-28' W, 375.0 feet; Thence southeasterly to beginning of traverse. Traverse No. 2: Commencing at the above-described point of beginning; Thence N 47°-46' E, 2344.2 feet to beginning of traverse; Thence S 47°-46' W, 375.0 feet; Thence N 89°-28' W, 375.0 feet; Thence northeasterly to beginning of traverse. Traverse No. 3: Commencing at the above-described point of beginning; Thence N 47°-46' E, 2344.2 feet to beginning of traverse; Thence S 47°-46' W, 375.0 feet; Thence S 89°-28' E, 375.0 feet; Thence northwesterly to beginning of traverse.

Said parcel, exclusive of all land already in use for highway purposes and encroachments, contains 13.59 acres, more or less, excepting from Traverse No. 1, that land in the E 1/2 of the NW 1/4-SE 1/4 of said Section 6.

This award of damages includes all existing, future or potential common law or statutory easements or rights of access between any traveled way of the state trunk highway, designated as U.S. Highway 151, and all of the abutting remaining real property of the above named owners, whether acquired by separate conveyances or otherwise, where the following described real property abuts on the said state trunk highway:

That land of the owners in the NE 1/4-SW 1/4 and the E 1/2 of Section 6, T 8 N, R 11 E, lying northwest and southeast of the above described lands.

Excepted from this award of damages is the right of access to said highway from said abutting lands on the southeast side of the highway by means of one private driveway within the southwest 1500 feet of said abutting lands conforming to the regulations of the State Highway Commission.

Also excepted from this award of damages is the right to establish and maintain, subject to the regulations of the State Highway Commission, one agricultural special crossing on the northwest side of the highway within the southwest 1500 feet of said abutting lands; provided, however, that upon the change in conjunctive use of said lands or partial change of ownership or leasehold interests, this right of crossing shall be forfeited and cease unless expressly extended by the State Highway

DATE 5 21 45 JRE 2 4 38

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Also excepted from this award of damages is the right to establish and maintain, subject to the regulations of the State Highway Commission, one agricultural special crossing on the southeast side of the highway and one agricultural special crossing on the northwest side of the highway from said abutting lands, both located in the N $\frac{1}{2}$  of said Section 6; provided, however, that upon the change in conjunctive use of said lands or partial change of ownership or leasehold interests, this right of crossing shall be forfeited and cease unless expressly extended by the State Highway Commission.

These burdens, restrictions and provisions shall run with the land and shall forever bind the condemnees, their heirs and assigns.

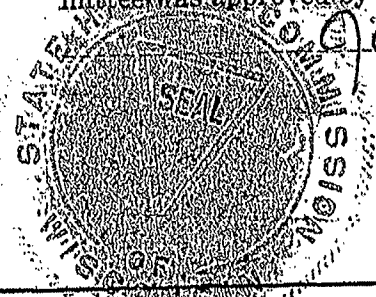
This award is to correct a previous award recorded in the Register of Deeds office for Dane County on June 6, 1958, in Volume 320, Pages 23 and 24 to include the name of Lawrence Batz as a leaseholder.

WHEREAS, the said County Highway Committee has endeavored to purchase said parcel by contract and has been unable to purchase same expeditiously for a price deemed reasonable by said committee and the State Highway Commission;

NOW, THEREFORE, the said County Highway Committee, acting under the provisions of Section 84.09 of the Statutes, at a meeting of said committee held on July 21, 1958, hereby makes this its award of damages for the taking of said lands in fee simple title and for the payment of damages accruing thereby to the above named owner(s) and lien holder(s) in the sum of Seven Thousand Nine Hundred Fifty and no/100- - - - - Dollars (\$7,950.00). Such amount shall be paid to the above-named owner(s) and lien holder(s) less any unpaid taxes and special assessments on said lands and less one-twelfth of the taxes assessed against said lands for the preceding year multiplied by the number of months in the current calendar year which have elapsed prior to the date of recording this award with the Register of Deeds. Such deductions will be at - - - - - per cent of the taxes against improvements and at - - - - - per cent of the taxes and special assessments against the lot(s) or parcel(s) assessed as a whole, of which the above parcel is a part, as the true proportion thereof chargeable to the above lands.

*Albert J. Daley*  
Albert J. Daley  
*Oren S. McConnell*  
Oren S. McConnell  
*John Pentzborn, Jr.*  
John Pentzborn, Jr.  
*John Blanchar*  
John Blanchar  
*Marle Meixner*  
Marle Meixner  
Dane County Highway Committee

I do hereby certify that the above and foregoing award made by the County Highway Committee was approved by the State Highway Commission of Wisconsin on the 24<sup>th</sup> day of July 19 58



RECORDED

JUL 24 1958

At 4:15 o'clock P.M.

*G. W. Bakke*  
Secretary

958430

VOL. 319 PAGE 540

AWARD OF DAMAGES FOR FEE SIMPLE TITLE BY COUNTY HIGHWAY COMMITTEE Section 84.09 (3)

WHEREAS, the County Highway Committee of Dane County has been ordered by the State Highway Commission of Wisconsin to acquire the fee simple title to a parcel of land owned by Martha Maibaum, a widow, Vendor, Gerald E. Yelk and Geraldine Yelk, his wife, Vendees

subject to the following:

such parcel of land being described as follows, to-wit:

A parcel of land in T 8 N, R 11 E, Section 6, the SE 1/4 SW 1/4 thereof. The reference line of the highway is described as follows: Commencing at a point on the south line of said Section 6, 323.8 feet east of the southwest corner; Thence N 47°-46' E, 752.2 feet to the point of beginning of this parcel and a west property line of the owner; Thence continuing N 47°-46' E, 1211.3 feet to a north property line of the owner.

Said parcel includes all land lying between new highway right-of-way lines located parallel to the above-described reference line and 85 feet southeasterly and 75 feet northwesterly therefrom, from the point of beginning, northeasterly, 1211.3 feet measured along said reference line to a north property line of the owner.

Said parcel, exclusive of all land already in use for highway purposes and encroachments, contains 4.61 acres, more or less.

(Continued on back of sheet)

WHEREAS, the said County Highway Committee has endeavored to purchase said parcel by contract and has been unable to purchase same expeditiously for a price deemed reasonable by said committee and the State Highway Commission;

NOW, THEREFORE, the said County Highway Committee, acting under the provisions of Section 84.09 of the Statutes, at a meeting of said committee held on April 24, 1958, hereby makes this its award of damages for the taking of said lands in fee simple title and for the payment of damages accruing thereby to the above named owner(s) and lien holder(s) in the sum of Two Thousand Six Hundred Thirty-nine and no/100 Dollars (\$2639.00). Such amount shall be paid to the above-named owner(s) and lien holder(s) less any unpaid taxes and special assessments on said lands and less one-twelfth of the taxes assessed against said lands for the preceding year multiplied by the number of months in the current calendar year which have elapsed prior to the date of recording this award with the Register of Deeds. Such deductions will be at per cent of the taxes against improvements and at per cent of the taxes and special assessments against the lot(s) or parcel(s) assessed as a whole, of which the above parcel is a part, as the true proportion thereof chargeable to the above lands.

Albert J. Daley

Albert J. Daley

Oren S. McConnell

Oren S. McConnell

John Fentzborn, Jr.

John Fentzborn, Jr.

John Blanche

John Blanche

Marie Melmer

Marie Melmer

I do hereby certify that the above and foregoing award made by the County Highway Committee was approved by the State Highway Commission of Wisconsin on the 5th day of May, 1958.

THE COUNTY OF DANE, WISCONSIN, BEING THE COUNTY OF RECORD FOR SAID PARCEL OF LAND, DO HEREBY CERTIFY THAT THE FOLLOWING DESCRIBED REAL PROPERTY IS OWNED BY THE SAID PROPERTY OF THE ABOVE-NAMED OWNER(S) AND LIEN HOLDER(S) AS SHOWN BY THE RECORDS OF THE REGISTER OF DEEDS OF SAID COUNTY AND THAT THE SAID PARCEL OF LAND IS SUBJECT TO THE AWARD OF DAMAGES HEREIN SET FORTH AND THAT THE SAID PARCEL OF LAND IS NOT SUBJECT TO ANY OTHER AWARD OF DAMAGES OR ENCUMBRANCE OF ANY KIND OR CHARACTER.

DANE 5 8 4 3 0 MAY 27 58 1 7 5 PM

22230

40

This award of damages includes all existing, future or potential common law or statutory easements or rights of access between any traveled way of the state trunk highway, designated as U.S. Highway 151, and all of the abutting remaining real property of the above-named owners, whether acquired by separate conveyances or otherwise, where the following described real property abuts on the said state trunk highway:

That land of the owner in the SE $\frac{1}{4}$ -SW $\frac{1}{4}$  of Section 6, T 8 N, R 11 E, lying northwest and southeast of the above described lands.

Excepted from this award of damages is the right of access to said highway from said abutting lands on the northwest side of the highway by means of one private driveway conforming to the regulations of the State Highway Commission.

Except there is reserved the right to establish and maintain, subject to the regulations of the State Highway Commission, one agricultural special crossing on the southeast side of the highway from said abutting lands, provided, however, that upon the change in conjunctive use of said lands or partial change of ownership or leasehold interests, this right of crossing shall be forfeited and cease unless expressly extended by the State Highway Commission.

These burdens and restrictions shall run with the land and shall forever bind the condemnees, their heirs and assigns.

958430  
COMPARED  
AWARD OF DAMAGES  
FOR FEE SIMPLE TITLE

Landowner -----

Amount \$ -----

Award mailed or delivered -----

19--

The land being unoccupied and the address of the owner being unknown, Award published in the

on -----

19--

Register of Deeds Office

*Rane*

County, Wis.

ss.

Received for record -----

A. D. 19 58, at -----

11 15

May 27

o'clock

A. M. and recorded in Vol. -----

319

of -----

Page 540

Register of Deeds

MR E.T.L

82 TSV44 O C A 2 3 3 4 0

*Handwritten notes and signatures at the bottom of the page.*



1038585

EASEMENT

Vol. 369 Pg. 535

THIS INDENTURE, MADE THIS 27th DAY OF OCTOBER, 1971

BY AND BETWEEN GERALD E. YELK AND GERALDINE YELK, HIS WIFE, OF THE FIRST PART AND THE CITY OF SUN PRAIRIE, A MUNICIPAL CORPORATION, EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, LOCATED IN DANE COUNTY, WISCONSIN, PARTY OF THE SECOND PART:

WHEREAS, THE SAID GERALD E. YELK AND GERALDINE YELK, HIS WIFE, ARE THE OWNERS OF THE FOLLOWING DESCRIBED PARCEL OF LAND SITUATED WITHIN THE CITY OF SUN PRAIRIE, DANE COUNTY, WISCONSIN, TO-WIT:

A PART OF THE EAST ONE HALF (E $\frac{1}{2}$ ) OF THE SOUTHWEST ONE QUARTER (SW $\frac{1}{4}$ ), SECTION SIX (6), TOWN EIGHT (8) NORTH, RANGE ELEVEN (11) EAST AND PART OF THE WEST ONE HALF (W $\frac{1}{2}$ ) OF THE SOUTHEAST ONE QUARTER (SE $\frac{1}{4}$ ), SECTION SIX (6), TOWN EIGHT (8) NORTH, RANGE ELEVEN (11) EAST, IN THE CITY OF SUN PRAIRIE.

WHEREAS, IT IS THE DESIRE OF THE SAID CITY OF SUN PRAIRIE TO CONSTRUCT A SANITARY SEWER UPON SAID DESCRIBED PROPERTY, IN THE CITY OF SUN PRAIRIE, DANE COUNTY, WISCONSIN, TO-WIT:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST ONE QUARTER (NW $\frac{1}{4}$ ) OF THE SOUTHEAST ONE QUARTER (SE $\frac{1}{4}$ ) SAID SECTION SIX (6), WHICH POINT IS A SPIKE DRIVEN INTO A THIRTY (30) INCH OAK TREE, SAID POINT ALSO BEING SOUTH 00° 59' WEST ONE THOUSAND THREE HUNDRED THIRTY ONE AND EIGHTY NINE HUNDREDTHS (1,331.89) FEET FROM THE CENTER OF SAID SECTION SIX (6); THENCE NORTH 00° 59' EAST THREE HUNDRED FORTY SIX AND EIGHTY SIX HUNDREDTHS (346.86) FEET ALONG THE WEST LINE OF SAID NORTHWEST ONE QUARTER (NW $\frac{1}{4}$ ) OF SOUTHEAST ONE QUARTER (SE $\frac{1}{4}$ ), SECTION SIX (6), TO THE SOUTHEASTERLY RIGHT-OF-WAY OF U. S. HIGHWAY #151; THENCE NORTH 43° 37' EAST THREE HUNDRED THIRTEEN AND NO TENTHS (313.3) FEET ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 19° 55' EAST SIXTY ONE AND NO HUNDREDTHS (61.00) FEET ALONG SAID REFERENCE LINE, ALSO BEING THE CENTERLINE OF SAID THIRTY (30) FOOT EASEMENT; THENCE SOUTH 45° 37' WEST FIVE HUNDRED SIXTY NINE AND NO TENTHS (569.0) FEET ALONG SAID REFERENCE LINE; AND ALSO ALONG SAID CENTERLINE OF SAID THIRTY (30) FOOT EASEMENT, WHICH LINE IS PARALLEL TO AND FORTY FIVE (45) FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY RIGHT-OF-WAY OF SAID U. S. HIGHWAY #151; THENCE SOUTH 44° 23' EAST TWO HUNDRED SEVENTY SIX AND NO TENTHS (276.0) FEET ALONG SAID REFERENCE LINE, ALSO BEING SAID CENTERLINE OF SAID THIRTY (30) FOOT EASEMENT; THENCE SOUTH 73° 30' EAST TWO HUNDRED THIRTY TWO AND THREE TENTHS (232.3) FEET ALONG SAID REFERENCE LINE, ALSO BEING THE CENTERLINE OF SAID THIRTY (30) FOOT EASEMENT; THENCE NORTH 27° 55' EAST SEVEN HUNDRED THIRTY SIX AND NO TENTHS (736.0) FEET ALONG SAID REFERENCE LINE, ALSO BEING THE CENTERLINE OF SAID THIRTY (30) FOOT EASEMENT, SAID LINE BEING SOUTH ONE HUNDRED SIXTY FIVE (165) FEET AND PARALLEL TO THE NORTH LINE OF THE SOUTHWEST ONE QUARTER (SW $\frac{1}{4}$ ) OF THE SOUTHEAST ONE QUARTER (SE $\frac{1}{4}$ ) SAID SECTION SIX (6); THENCE

DATE: 10 27 1971

SOUTH 51° 25' EAST TWO HUNDRED FORTY FOUR AND NO TENTHS (244.0) FEET ALONG SAID REFERENCE LINE, ALSO BEING THE CENTERLINE OF SAID THIRTY (30) FOOT EASEMENT; THENCE NORTHEASTERLY ONE HUNDRED SIXTY ONE (161) FEET MORE OR LESS, ALONG SAID REFERENCE LINE, ALSO BEING THE CENTERLINE OF SAID THIRTY (30) FOOT EASEMENT, TO A POINT ON THE EAST LINE OF SAID SOUTHWEST ONE QUARTER (SW<sup>1</sup>/<sub>4</sub>) OF SOUTHEAST ONE QUARTER (SE<sup>1</sup>/<sub>4</sub>), SECTION SIX (6), NORTH 20° 29' EAST ONE HUNDRED SIXTY TWO (162) FEET FROM THE NORTHWEST CORNER OF LOT THIRTY SIX (36), PLAT OF WESTVIEW HEIGHTS; WHICH IS A DESCRIPTION OF A REFERENCE LINE, ALSO BEING THE CENTERLINE OF A THIRTY (30) FOOT EASEMENT TO BE USED FOR PUBLIC PURPOSES, INCLUDING THE CONSTRUCTION OF A TWELVE (12) INCH SANITARY SEWER LOCATED IN PART OF THE EAST ONE HALF (E<sup>1</sup>/<sub>2</sub>) OF THE SOUTHWEST ONE QUARTER (SW<sup>1</sup>/<sub>4</sub>), SECTION SIX (6), TOWN EIGHT (8) NORTH, RANGE ELEVEN (11) EAST AND PART OF THE WEST ONE HALF (W<sup>1</sup>/<sub>2</sub>) OF THE SOUTHEAST ONE QUARTER (SE<sup>1</sup>/<sub>4</sub>) OF SECTION SIX (6), TOGETHER WITH THE RIGHT TO ENTER UPON AND USE A STRIP OF LAND EIGHTY (80) FEET IN WIDTH ON EACH SIDE OF SAID DESCRIBED REFERENCE LINE ON ALL LANDS OF THE GRANTOR WITHIN THE LIMITS ABOVE MENTIONED FOR PURPOSES OF CONSTRUCTING SAID TWELVE (12) INCH SANITARY SEWER LINE.

ALL FOR THE PURPOSES OF COLLECTING SANITARY SEWER AND OTHER NECESSARY PUBLIC PURPOSES.

NOW THEREFORE, THIS INDENTURE WITNESSETH THAT IN CONSIDERATION OF THE SUM OF ONE AND NO/100 (\$1.00) DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION THE RECEIPT OF WHICH THE PARTIES OF THE FIRST PART DO HEPEBY ACKNOWLEDGE, AND IN FURTHER CONSIDERATION OF THE BENEFITS WHICH THE SAID PARTIES OF THE FIRST PARTY MAY DERIVE THEREFROM, AND FOR THE PURPOSE OF CARRYING OUT THE INTENTION SET FORTH, THE SAID PARTIES OF THE FIRST PART DO HEREBY GRANT, BRAGAIN, SELL, CONVEY AND WARRANT TO THE SAID PARTY OF THE SECOND PART, ITS SUCCESSORS AND ASSIGNS, FOREVER, A RIGHT-OF-WAY AND AN EASEMENT OF THIRTY (30) FEET, FOR PUBLIC PURPOSES AND INCLUDING THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND REPAIR OF SANITARY SEWER UPON THE SAID EASEMENT; TOGETHER WITH THE RIGHT TO ENTER UPON SAID LANDS AT ANY AND ALL TIMES FOR THE PURPOSE OF INSPECTING, CLEANING, MAINTAINING OR REPAIRING SAID SANITARY

IN WITNESS WHEREOF, THE SAID PARTIES OF THE FIRST PART  
HAVE HEREUNTO SET THEIR HANDS AND SEALS THIS 24<sup>th</sup> DAY OF OCTOBER,  
A.D., 1961.

IN THE PRESENCE OF:

Wilmer E. Trodahl (SEAL)  
WILMER E. TRODAHL

Gerald E. Yelk (SEAL)  
GERALD E. YELK

Geraldine Yelk (SEAL)  
GERALDINE YELK

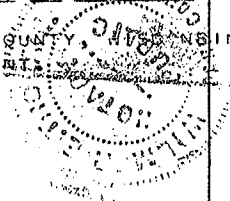
Hubert Schneider  
HUBERT SCHNEIDER

STATE OF WISCONSIN )  
COUNTY OF DANE ) ss.

PERSONALLY CAME BEFORE ME THIS 24<sup>th</sup> DAY OF OCTOBER, A.D.  
1961, THE ABOVE NAMED GERALD E. YELK AND GERALDINE YELK, HIS WIFE,  
TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRU-  
MENT AND ACKNOWLEDGED THE SAME.

THIS INSTRUMENT  
DRAFTED BY:  
W. E. Trodahl

Wilmer E. Trodahl  
WILMER E. TRODAHL  
NOTARY PUBLIC, DANE COUNTY, WISCONSIN  
BY COMMISSION PERMANENT



RECORDED

DEC 7 1961

At 11:55 o'clock A.M.

1084298

EASEMENT

THIS INDENTURE, MADE THIS 22ND DAY OF AUGUST, A.D., 1963, BY AND BETWEEN GERALD E. YELK AND GERALDINE YELK, HIS WIFE, AND IN HER OWN RIGHT, PARTIES OF THE FIRST PART AND THE CITY OF SUN PRAIRIE, A MUNICIPAL CORPORATION, EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, LOCATED IN DANE COUNTY, WISCONSIN, PARTY OF THE SECOND PART;

WHEREAS, THE SAID GERALD E. YELK AND GERALDINE YELK ARE THE OWNERS OF THE FOLLOWING DESCRIBED PARCEL OF LAND SITUATED WITHIN THE CITY OF SUN PRAIRIE, DANE COUNTY, WISCONSIN, TO-WIT:

PART OF THE WEST ONE HALF ( $W\frac{1}{2}$ ) OF THE NORTHWEST ONE QUARTER ( $NW\frac{1}{4}$ ) OF THE SOUTHEAST ONE QUARTER ( $SE\frac{1}{4}$ ) OF SECTION SIX (6), TOWN EIGHT (8) NORTH, RANGE ELEVEN (11) EAST.

WHEREAS, IT IS THE DESIRE OF THE SAID CITY OF SUN PRAIRIE TO CONSTRUCT UTILITIES UPON THE SAID DESCRIBED PROPERTY, IN THE CITY OF SUN PRAIRIE, DANE COUNTY, WISCONSIN, THE CENTER LINE BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST ONE QUARTER ( $NW\frac{1}{4}$ ) OF THE SOUTHEAST ONE QUARTER ( $SE\frac{1}{4}$ ) OF SAID SECTION SIX (6), WHICH POINT IS A SPIKE DRIVEN INTO A THIRTY (30) INCH OAK TREE, SAID POINT ALSO BEING SOUTH  $0^{\circ} 59'$  WEST, ONE THOUSAND THREE HUNDRED THIRTY ONE AND EIGHTY NINE HUNDREDTHS (1,331.89) FEET FROM THE CENTER OF SAID SECTION SIX (6); THENCE NORTH  $0^{\circ} 59'$  EAST, THREE HUNDRED FORTY SIX AND EIGHTY SIX HUNDREDTHS (346.86) FEET ALONG THE WEST LINE OF SAID NORTHWEST ONE QUARTER ( $NW\frac{1}{4}$ ) OF THE SOUTHEAST ONE QUARTER ( $SE\frac{1}{4}$ ) OF SECTION SIX (6) TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF U. S. HIGHWAY 151; THENCE NORTH  $45^{\circ} 37'$  EAST, TWO AND EIGHTY TWO HUNDREDTHS (2.82) FEET ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF U. S. HIGHWAY 151; THENCE SOUTH  $44^{\circ} 23'$  EAST, TWENTY FIVE AND NO HUNDREDTHS (25.00) FEET TO THE POINT OF BEGINNING OF A REFERENCE LINE, ALSO BEING THE CENTER LINE OF A FIFTY (50) FOOT PUBLIC UTILITY EASEMENT; THENCE NORTH  $45^{\circ} 37'$  EAST ALONG SAID REFERENCE LINE, ALSO BEING THE CENTER LINE OF SAID FIFTY (50) FOOT PUBLIC UTILITY EASEMENT, WHICH IS PARALLEL TO AND TWENTY FIVE (25) FEET FROM THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF U. S. HIGHWAY 151 TO THE EAST LINE OF SAID WEST ONE HALF ( $W\frac{1}{2}$ ) OF THE NORTHWEST ONE QUARTER ( $NW\frac{1}{4}$ ) OF THE SOUTHEAST ONE QUARTER ( $SE\frac{1}{4}$ ) OF SECTION SIX (6), TOWN EIGHT (8) NORTH, RANGE ELEVEN (11) EAST, DANE COUNTY, WISCONSIN.

NOW THEREFORE, THIS INDENTURE, WITNESSETH THAT IN CONSIDERATION OF THE SUM OF ONE (\$1.00) DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION THE RECEIPT OF WHICH THE PARTIES OF THE FIRST PART DO HEREBY ACKNOWLEDGE, AND IN FURTHER CONSIDERATION OF THE BENEFITS WHICH THE SAID PARTIES OF THE FIRST PART MAY DERIVE THEREFROM, AND FOR THE PURPOSE OF CARRYING OUT THE INTENTION SET FORTH, THE SAID PARTIES OF THE FIRST PART HEREBY GRANT, BARGAIN, SELL, CONVEY AND WARRANT TO THE SAID PARTY OF THE SECOND PART, ITS SUCCESSORS AND ASSIGNS, FOREVER, A RIGHT-OF-WAY AND AN EASEMENT, FOR UTILITIES INCLUDING THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND REPAIR OF THE SAID UTILITIES UPON THE SAID EASEMENT; TOGETHER WITH THE RIGHT TO ENTER UPON SAID LANDS AT ANY AND ALL TIMES FOR THE PURPOSE OF INSPECTING, CLEANING, MAINTAINING OR REPAIRING SAID UTILITIES.

IN WITNESS WHEREOF, THE SAID PARTIES OF THE FIRST PART HAVE HEREUNTO SET THEIR HANDS AND SEALS THIS 22ND DAY OF AUGUST, A.D., 1963.

IN THE PRESENCE OF;

Edward M. Hartel  
EDWARD M. HARTEL

Gerald E. Yelk (SEAL)  
GERALD E. YELK

Wilmer E. Trodahl  
WILMER E. TRODAHL

Geraldine Yelk (SEAL)  
GERALDINE YELK

STATE OF WISCONSIN )  
COUNTY OF DANE ) ss.

PERSONALLY CAME BEFORE ME THIS 22ND DAY OF AUGUST, A.D., 1963, THE ABOVE NAMED GERALD E. YELK AND GERALDINE YELK, HIS WIFE, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

Wilmer E. Trodahl  
WILMER E. TRODAHL  
NOTARY PUBLIC, DANE COUNTY, WIS.  
MY COMMISSION IS PERMANENT

THIS INSTRUMENT DRAFTED BY:  
TRODAHL AND AULIK

RECORDED  
OCT 1 1963  
At 11:25 o'clock A.M.

1084297

EASEMENT

THIS INDENTURE, MADE THIS 22ND DAY OF AUGUST, A.D., 1963, BY AND BETWEEN GERALD E. YELK AND GERALDINE YELK, HIS WIFE, AND IN HER OWN RIGHT, PARTIES OF THE FIRST PART AND THE CITY OF SUN PRAIRIE, A MUNICIPAL CORPORATION, EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, LOCATED IN DANE COUNTY, WISCONSIN, PARTY OF THE SECOND PART:

WHEREAS, THE SAID GERALD E. YELK AND GERALDINE YELK ARE THE OWNERS OF THE FOLLOWING DESCRIBED PARCEL OF LAND SITUATED WITHIN THE CITY OF SUN PRAIRIE, DANE COUNTY, WISCONSIN, TO-WIT:

PART OF THE EAST ONE HALF ( $E\frac{1}{2}$ ) OF THE NORTHEAST ONE QUARTER ( $NE\frac{1}{4}$ ) OF THE SOUTHWEST ONE QUARTER ( $SW\frac{1}{4}$ ), SECTION SIX (6), TOWN EIGHT (8) NORTH, RANGE ELEVEN (11) EAST.

WHEREAS, IT IS THE DESIRE OF THE SAID CITY OF SUN PRAIRIE TO CONSTRUCT UTILITIES UPON SAID DESCRIBED PROPERTY, IN THE CITY OF SUN PRAIRIE, DANE COUNTY, WISCONSIN, THE CENTER LINE BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST ONE QUARTER ( $NW\frac{1}{4}$ ) OF THE SOUTHWEST ONE QUARTER ( $SW\frac{1}{4}$ ) OF SAID SECTION SIX (6), WHICH POINT IS A SPIKE DRIVEN INTO A THIRTY (30) INCH OAK TREE, SAID POINT ALSO BEING SOUTH  $0^{\circ} 59'$  WEST, ONE THOUSAND THREE HUNDRED THIRTY ONE AND EIGHTY NINE HUNDREDTHS (1,331.89) FEET FROM THE CENTER OF SAID SECTION SIX (6); THENCE NORTH  $0^{\circ} 59'$  EAST, THREE HUNDRED FORTY SIX AND EIGHTY SIX HUNDREDTHS (346.86) FEET ALONG THE EAST LINE OF THE EAST ONE HALF ( $E\frac{1}{2}$ ) OF THE NORTHEAST ONE QUARTER ( $NE\frac{1}{4}$ ) OF THE SOUTHWEST ONE QUARTER ( $SW\frac{1}{4}$ ) TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF U. S. HIGHWAY 151; THENCE SOUTH  $45^{\circ} 37'$  WEST, TWO HUNDRED NINETY SEVEN AND EIGHTEEN HUNDREDTHS (297.18) FEET ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF U. S. HIGHWAY 151; THENCE SOUTH  $44^{\circ} 23'$  EAST, TWENTY FIVE AND NO HUNDREDTHS (25.00) FEET TO THE POINT OF BEGINNING OF A REFERENCE LINE, ALSO BEING THE CENTER LINE OF A FIFTY (50) FOOT PUBLIC UTILITY EASEMENT; THENCE SOUTH  $45^{\circ} 37'$  WEST ALONG SAID REFERENCE LINE, ALSO BEING THE CENTER LINE OF SAID FIFTY (50) FOOT PUBLIC UTILITY EASEMENT, WHICH IS PARALLEL TO AND TWENTY FIVE (25) FEET FROM THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF U. S. HIGHWAY 151, TO THE SOUTH LINE OF SAID EAST ONE HALF ( $E\frac{1}{2}$ ) OF THE NORTHEAST ONE QUARTER ( $NE\frac{1}{4}$ ) OF THE SOUTHWEST ONE QUARTER ( $SW\frac{1}{4}$ ) OF SAID SECTION SIX (6), TOWN EIGHT (8) NORTH, RANGE ELEVEN (11) EAST, DANE COUNTY, WISCONSIN.

D. ... 7 OCT 1 63

1.50 m.

Vol 398 p. 370

NOW THEREFORE, THIS INDENTURE, WITNESSETH THAT IN CONSIDERATION OF THE SUM OF ONE (\$1.00) DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION THE RECEIPT OF WHICH THE PARTIES OF THE FIRST PART DO HEREBY ACKNOWLEDGE, AND IN FURTHER CONSIDERATION OF THE BENEFITS WHICH THE SAID PARTIES OF THE FIRST PART MAY DERIVE THEREFROM, AND FOR THE PURPOSE OF CARRYING OUT THE INTENTION SET FORTH, THE SAID PARTIES OF THE FIRST PART HEREBY GRANT, BARGAIN, SELL, CONVEY AND WARRANT TO THE SAID PARTY OF THE SECOND PART, ITS SUCCESSORS AND ASSIGNS, FOREVER, A RIGHT-OF-WAY AND AN EASEMENT, FOR UTILITIES INCLUDING THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND REPAIR OF SAID UTILITIES UPON THE SAID EASEMENT; TOGETHER WITH THE RIGHT TO ENTER UPON SAID LANDS AT ANY AND ALL TIMES FOR THE PURPOSE OF INSPECTING, CLEANING, MAINTAINING OR REPAIRING SAID UTILITIES.

IN WITNESS WHEREOF, THE SAID PARTIES OF THE FIRST PART HAVE HEREUNTO SET THEIR HANDS AND SEALS THIS 22ND DAY OF AUGUST, A.D., 1963.

IN THE PRESENCE OF:

Edward M. Hartel  
EDWARD M. HARTEL

Gerald E. Yelk (SEAL)  
GERALD E. YELK

Wilmer E. Trodahl  
WILMER E. TRODAHL

Geraldine Yelk (SEAL)  
GERALDINE YELK

STATE OF WISCONSIN )  
COUNTY OF DANE ) ss.

PERSONALLY CAME BEFORE ME THIS 22ND DAY OF AUGUST, A.D., 1963, THE ABOVE NAMED GERALD E. YELK AND GERALDINE YELK, HIS WIFE, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

Wilmer E. Trodahl  
WILMER E. TRODAHL  
NOTARY PUBLIC, DANE COUNTY, WIS.  
MY COMMISSION IS PERMANENT

THIS INSTRUMENT DRAFTED BY:  
TRODAHL AND AULIK

RECORDED  
OCT 1 1963  
At 11:25 o'clock A.M.

1084300

EASEMENT

THIS INDENTURE, MADE THIS 22ND DAY OF AUGUST, A.D., 1963, BY AND BETWEEN GERALD E. YELK AND GERALDINE YELK, HIS WIFE, PARTIES OF THE FIRST PART AND THE CITY OF SUN PRAIRIE, A MUNICIPAL CORPORATION, EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, LOCATED IN DANE COUNTY, WISCONSIN, PARTY OF THE SECOND PART;

WHEREAS, THE SAID GERALD E. YELK AND GERALDINE YELK ARE LAND CONTRACT PURCHASERS OF THE FOLLOWING DESCRIBED PARCEL OF LAND SITUATED WITHIN THE CITY OF SUN PRAIRIE, DANE COUNTY, WISCONSIN, TO-WIT:

A PART OF THE SOUTHWEST ONE QUARTER (SW $\frac{1}{4}$ ) AND THE SOUTHEAST ONE QUARTER (SE $\frac{1}{4}$ ) OF SECTION SIX (6), TOWN EIGHT (8) NORTH, RANGE ELEVEN (11) EAST.

WHEREAS, IT IS THE DESIRE OF THE SAID CITY OF SUN PRAIRIE TO CONSTRUCT A SANITARY SEWER MAIN AND OTHER UTILITIES UPON SAID DESCRIBED PROPERTY, IN THE CITY OF SUN PRAIRIE, DANE COUNTY, WISCONSIN, TO-WIT:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST ONE QUARTER (NW $\frac{1}{4}$ ) OF THE SOUTHEAST ONE QUARTER (SE $\frac{1}{4}$ ) OF SAID SECTION SIX (6), WHICH POINT IS A SPIKE DRIVEN INTO A THIRTY (30) INCH OAK TREE, SAID POINT ALSO BEING SOUTH 0 $^{\circ}$  59' WEST, ONE THOUSAND THREE HUNDRED THIRTY ONE AND EIGHTY NINE HUNDREDTHS (1,331.89) FEET FROM THE CENTER OF SAID SECTION SIX (6); THENCE NORTH 0 $^{\circ}$  59' EAST, THREE HUNDRED FORTY SIX AND EIGHTY SIX HUNDREDTHS (346.86) FEET ALONG THE WEST LINE OF THE SAID NORTHWEST ONE QUARTER (NW $\frac{1}{4}$ ) OF THE SOUTHEAST ONE QUARTER (SE $\frac{1}{4}$ ) OF SECTION SIX (6) TO THE SOUTHEASTERLY RIGHT-OF-WAY OF U. S. HIGHWAY 151; THENCE NORTH 45 $^{\circ}$  37' EAST, THREE HUNDRED THIRTY (315) FEET ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY; THENCE SOUTH 1 $^{\circ}$  55' EAST, SIXTY ONE AND NO HUNDREDTHS (61.00) FEET; THENCE SOUTH 45 $^{\circ}$  37' WEST, FIVE HUNDRED SIXTY NINE AND NO TENTHS (569.0) FEET, WHICH LINE IS PARALLEL TO AND FORTY FIVE (45) FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY RIGHT-OF-WAY OF SAID U. S. HIGHWAY 151; THENCE SOUTH 44 $^{\circ}$  25' EAST, TWO HUNDRED SEVENTY SIX AND NO TENTHS (276.0) FEET; THENCE SOUTH 73 $^{\circ}$  30' EAST, TWO HUNDRED THIRTY TWO AND THREE TENTHS (232.3) FEET TO THE POINT OF BEGINNING OF A REFERENCE LINE, ALSO BEING THE CENTERLINE OF A THIRTY (30) FOOT EASEMENT FOR UTILITY PURPOSES; THENCE SOUTH 35 $^{\circ}$  10' WEST, THREE HUNDRED (300) FEET ALONG SAID REFERENCE LINE, ALSO BEING THE CENTERLINE OF SAID THIRTY (30) FOOT EASEMENT; THENCE SOUTH 45 $^{\circ}$  12' WEST, SIX HUNDRED EIGHTEEN (618) FEET ALONG SAID REFERENCE LINE, ALSO BEING THE CENTERLINE OF SAID THIRTY (30) FOOT EASEMENT TO A POINT WHICH IS PARALLEL TO AND THREE HUNDRED TEN (310) FEET NORTHERLY OF THE NORTH RIGHT-OF-WAY LINE

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OF WALKER WAY; THENCE PARALLEL TO SAID NORTH RIGHT-OF-WAY LINE OF WALKER WAY, SOUTH 87° 22' WEST, FIVE HUNDRED EIGHTY SIX AND NO HUNDREDTHS (586.00) FEET ALONG SAID REFERENCE LINE, ALSO BEING THE CENTERLINE OF SAID THIRTY (30) FOOT EASEMENT, TO THE INTERSECTION OF CENTERLINES OF RICKEL ROAD AND SAID REFERENCE LINE, TOGETHER WITH THE RIGHT TO ENTER UPON AND USE A STRIP OF LAND EIGHTY (80) FEET IN WIDTH ON EACH SIDE OF SAID ABOVE DESCRIBED REFERENCE LINE ON ALL LANDS OF THE GRANTOR FOR THE PURPOSES OF CONSTRUCTING THE SANITARY SEWER LINE.

ALL FOR THE PURPOSES OF COLLECTING SANITARY SEWER FROM STREETS AND FUTURE STREETS TO BE LOCATED IN THE CITY OF SUN PRAIRIE AND OTHER UTILITIES PURPOSES.

NOW THEREFORE, THIS INDENTURE WITNESSETH THAT IN CONSIDERATION OF THE SUM OF ONE (\$1.00) DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION THE RECEIPT OF WHICH THE PARTIES OF THE FIRST PART DO HEREBY ACKNOWLEDGE, AND IN FURTHER CONSIDERATION OF THE BENEFITS WHICH THE SAID PARTIES OF THE FIRST PART MAY DERIVE THEREFROM, AND FOR THE PURPOSE OF CARRYING OUT THE INTENTION SET FORTH, THE SAID PARTIES OF THE FIRST PART HEREBY GRANT, BARGAIN, SELL, CONVEY AND WARRANT TO THE SAID PARTY OF THE SECOND PART, ITS SUCCESSORS AND ASSIGNS, FOREVER, A RIGHT-OF-WAY AND AN EASEMENT AS HEREINBEFORE DESCRIBED, FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND REPAIR OF SANITARY SEWER MAIN AND OTHER UTILITIES UPON THE SAID EASEMENT; TOGETHER WITH THE RIGHT TO ENTER UPON SAID LANDS AT ANY AND ALL TIMES FOR THE PURPOSE OF INSPECTING, CLEANING, MAINTAINING OR REPAIRING SAID SANITARY SEWER MAIN AND UTILITIES.

IN WITNESS WHEREOF, THE SAID PARTIES OF THE FIRST PART HAVE HEREUNTO SET THEIR HANDS AND SEALS THIS 22ND DAY OF AUGUST, A.D. 1963.

IN THE PRESENCE OF:

Edward M. Hartel  
EDWARD M. HARTEL

Gerald E. Yelk (SEAL)  
GERALD E. YELK

Wilmer E. Trodahl  
WILMER E. TRODAHL

Geraldine Yelk (SEAL)  
GERALDINE YELK

STATE OF WISCONSIN )  
COUNTY OF DANE ) ss.

PERSONALLY CAME BEFORE ME THIS 22ND DAY OF AUGUST, A.D.,  
1963, THE ABOVE NAMED GERALD E. YELK AND GERALDINE YELK, HIS WIFE,  
TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRU-  
MENT AND ACKNOWLEDGED THE SAME.

*Wilmer E. Trodahl*  
WILMER E. TRODAHL  
NOTARY PUBLIC, DANE COUNTY, WIS.  
MY COMMISSION IS PERMANENT

THIS INSTRUMENT DRAFTED BY:  
TRODAHL AND AULIK

CONSENT FOR EASEMENT

I, MARTHA MAIBAUM, LAND CONTRACT SELLER OF THE ABOVE  
DESCRIBED PROPERTY DO HEREBY CONSENT TO THE GIVING OF THE ABOVE  
DESCRIBED EASEMENT TO THE CITY OF SUN PRAIRIE.

*Martha Maibaum*  
MARTHA MAIBAUM

RECORDED

OCT 1 1963

At 11:25 o'clock A.M.

VOL 398 PAGE 377

1084302

EASEMENT

THIS INDENTURE, MADE THIS 2nd DAY OF AUGUST, A. D., 1963, BY AND BETWEEN GERALD E. YELK AND GERALDINE YELK, HIS WIFE, AND IN HER OWN RIGHT, PARTIES OF THE FIRST PART AND THE CITY OF SUN PRAIRIE, A MUNICIPAL CORPORATION, EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, LOCATED IN DANE COUNTY, WISCONSIN, PARTY OF THE SECOND PART;

WHEREAS, THE SAID GERALD E. YELK AND GERALDINE YELK ARE LAND CONTRACT PURCHASERS OF THE FOLLOWING DESCRIBED PARCEL OF LAND SITUATED WITHIN THE CITY OF SUN PRAIRIE, DANE COUNTY, WISCONSIN, TO-WIT:

PART OF THE SOUTHEAST ONE QUARTER (SE $\frac{1}{4}$ ) OF THE SOUTHWEST ONE QUARTER (SW $\frac{1}{4}$ ) OF SECTION SIX (6), TOWN EIGHT (8) NORTH, RANGE ELEVEN (11) EAST.

WHEREAS, IT IS THE DESIRE OF THE SAID CITY OF SUN PRAIRIE TO CONSTRUCT THE UTILITIES UPON SAID DESCRIBED PROPERTY, IN THE CITY OF SUN PRAIRIE, DANE COUNTY, WISCONSIN, THE CENTER LINE BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST ONE QUARTER (NE $\frac{1}{4}$ ) OF THE SOUTHWEST ONE QUARTER (SW $\frac{1}{4}$ ) OF SAID SECTION SIX (6), WHICH POINT IS A SPIKE DRIVEN INTO A THIRTY (30) INCH OAK TREE, SAID POINT ALSO BEING SOUTH 0° 59' WEST, ONE THOUSAND THREE HUNDRED THIRTY ONE AND EIGHTY NINE HUNDREDTHS (1,331.89) FEET FROM THE CENTER OF SAID SECTION SIX (6); THENCE NORTH 0° 59' EAST, THREE HUNDRED FORTY SIX AND EIGHTY SIX HUNDREDTHS (346.86) FEET ALONG THE EAST LINE OF THE NORTHEAST ONE QUARTER (NE $\frac{1}{4}$ ) OF THE SOUTHWEST ONE QUARTER (SW $\frac{1}{4}$ ) OF SAID SECTION SIX (6) TO THE SOUTHEASTERLY RIGHT-OF-WAY OF U. S. HIGHWAY 151; THENCE SOUTH 4° 37' WEST, TWO HUNDRED NINETY SEVEN AND EIGHTEEN HUNDREDTHS (297.18) FEET ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF U. S. HIGHWAY 151; THENCE SOUTH 44° 23' EAST, THIRTY AND NO HUNDREDTHS (30.00) FEET; THENCE SOUTH 4° 37' WEST PARALLEL TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF U. S. HIGHWAY 151 TO THE NORTH LINE OF THE SOUTHEAST ONE QUARTER (SE $\frac{1}{4}$ ) OF THE SOUTHWEST ONE QUARTER (SW $\frac{1}{4}$ ) OF SAID SECTION SIX (6) AND THE POINT OF BEGINNING OF THIS DESCRIPTION AND A REFERENCE LINE, ALSO BEING THE CENTER LINE OF A FORTY (40) FOOT PUBLIC UTILITY EASEMENT; THENCE CONTINUING SOUTH 4° 37' WEST PARALLEL TO SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF U. S. HIGHWAY 151 ON SAID REFERENCE LINE, ALSO BEING THE CENTER LINE OF A FORTY (40) FOOT PUBLIC UTILITY EASEMENT, TO THE CENTER LINE OF RICKEL ROAD EXTENDED IN A NORTHERLY DIRECTION FROM THE SOUTH LINE OF THE SOUTHEAST ONE QUARTER (SE $\frac{1}{4}$ ) OF THE SOUTHWEST ONE QUARTER (SW $\frac{1}{4}$ ) OF SAID SECTION SIX (6); THENCE SOUTHERLY



CONSENT FOR EASEMENT

I, MARTHA MAIBAUM, LAND CONTRACT SELLER OF THE ABOVE  
DESCRIBED PROPERTY DO HEREBY CONSENT TO THE GIVING OF THE ABOVE  
DESCRIBED EASEMENT TO THE CITY OF SUN PRAIRIE.

*Martha Maibaum*  
\_\_\_\_\_  
MARTHA MAIBAUM

RECORDED

OCT 1 1968

At 11<sup>25</sup> o'clock A.M.

VOL 398 PAGE 383

**EASEMENT.** 960337 In consideration of Value Received Dollars (\$ None), receipt whereof is hereby acknowledged, the undersigned grant S to Wisconsin Power and Light Company the following rights and privileges: **VOL 320 PAGE 65**

To erect and maintain poles, wires, anchors, and other equipment necessary in the conduct of its business upon, over, and across land owned by the undersigned, in the Town of SUN PRAIRIE, County of DANE and State of Wisconsin, and described as follows:

SE 1/4 of THE SW 1/4 - T 8 N R 11 E - SECTION 6.

at the following location thereon:

THREE POLES, FOUR ANCHORS, FOUR DOWN C.O.Y.S., CONDUCTOR OVERHANG AND SERVICES.

to permit the attachment thereto of electric or telephone wires owned by others; to cut down any present or future trees or portions of trees; to spray, from time to time, to prevent future undergrowth which, in the judgment of the above named Company, may interfere with the wires or other equipment placed as above mentioned.

This agreement is binding upon heirs, successors, and assigns of the parties hereto.

Signed and sealed, this 20th day of JUNE, 1958.

Witness: Edmund E. Belda Gerald Yelk (Seal)  
(Print) EDMUND E. BELDA (Print) GERALD YELK

Witness: Beatrice Belda Mrs. Geraldine Yelk (Seal)  
(Print) BEATRICE BELDA (Print) MRS. GERALDINE YELK

State of Wisconsin  
Dane County  
Received for Record this 27 day of JUNE, A.D. 1958, at 11:30 o'clock AM, and recorded in Vol. 320 of Dane County, Wisconsin Page 65  
Harold R. Hill  
Register of Deeds.  
19 1 25 WIS. POWER & LIGHT CO.

STATE OF WISCONSIN }  
County of Dane }  
55

Personally appeared before me this 20th day of June, A. D. 1958

This instrument was drafted by:

William Flonco  
W & L Co.

To me known to be the Persons who executed the foregoing instrument and acknowledged the same.

Edmund E. Belda  
Edmund E. Belda  
Notary Public Dane County, Wis.

My Commission expires JUN. 29, 1959

1.50 RM  
JUN 27 1958

# United States of America

1371921

State of Wisconsin - Department of State

To All to Whom These Presents Shall Come, Greeting:

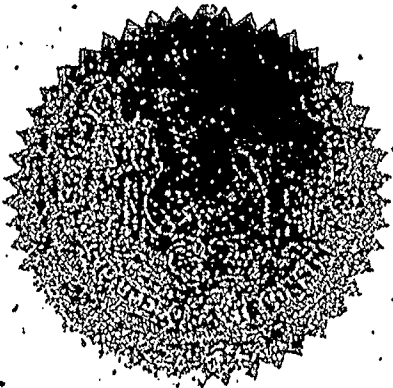
The undersigned, as Secretary of State of the State of Wisconsin, certifies that

- Articles of Incorporation
- Amendment to Articles of Incorporation
- Statement of Intent to Dissolve
- Articles of Dissolution
- Articles of Merger
- Name reservation
- Articles of Consolidation
- Restated Articles
- Change of Registered Office and/or Agent

OF  
BUCKINGHAM SQUARE OWNERS ASSOCIATION, INC.

of which the attached is a duplicate, was on the date hereof, accepted and filed in my office.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at the Capitol, in the City of Madison, on JUL 18 1973



*Robert C. Zimmerman*  
 ROBERT C. ZIMMERMAN  
 Secretary of State

VCL 456 PAGE 149

THIS MUST BE RECORDED WITH THE REGISTER OF DEEDS

ARTICLES OF INCORPORATION

OF

BUCKINGHAM SQUARE OWNERS ASSOCIATION, INC.

Executed by the undersigned for the purpose of forming a Wisconsin nonstock nonprofit corporation under Chapter 181 of the Wisconsin statutes:

ARTICLE I

The name of the corporation is BUCKINGHAM SQUARE OWNERS ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at 1150 West Main Street, Sun Prairie, Wisconsin, 53590.

ARTICLE III

Donald E. Simon, whose address is 1150 West Main Street, Sun Prairie, Wisconsin, 53590, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

The name and address of the Incorporator is Charles E. Pellino, Jr., 222 South Hamilton Street, Madison, Wisconsin, 53703.

ARTICLE V

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Common Areas within that certain tract of property described in that certain Declaration of Unit Ownership to be recorded in the office of the Register of Deeds of Dane County, Wisconsin, and any and all supplements thereto and amendments thereof, and to promote the health, safety and welfare of the residents within said property and to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations



of the Association as set forth in said Declaration of Unit Ownership, hereinafter called the "Declaration";

- (b) fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) borrow money, and with the assent of three-fourths (3/4) of voting members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by three-fourths (3/4) of voting members, agreeing to such dedication, sale or transfer;
- (f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes provided that any such merger or consolidation shall have the assent of three-fourths (3/4) of voting members;
- (g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Wisconsin Non-Profit Corporation Law by law may now or hereafter have or exercise.

#### ARTICLE VI

#### MEMBERSHIP

The Developers, Don Simon, Inc., Donald E. Simon, Donald L. Evans, and Charles Jones, and every person or entity who is a record owner of a fee or undivided fee interest in any lot

which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation; however, a member's voting rights may be assigned to a mortgagee as further security for a loan secured by a lien on a Unit. Membership shall be appurtenant to, and may not be separated from ownership of any Unit which is subject to assessment by the Association.

ARTICLE VII

VOTING RIGHTS

The Association shall have but one class of voting membership:

Voting members shall be all Owners and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded. Said members are subject to Article XII of the By-Laws of the Association.

ARTICLE VIII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the three persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Donald E. Simon	1150 West Main Street, Sun Prairie, WI 53590
Donald L. Evans	2702 Monroe Street, Madison, WI 53711
Charles Jones	1337 Park Avenue, Columbus, WI 53925

ARTICLE IX

DISSOLUTION

The Association may be dissolved with the assent of three-fourths (3/4) of the votes as provided in Article VII. Upon dissolution of the Association, other than incident to a merger

or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE X

DURATION

The corporation shall exist perpetually.

ARTICLE XI

AMENDMENTS

Amendment of these Articles shall require the assent of three-fourths (3/4) of the votes as provided in Article VII.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Wisconsin, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this 13 day of July, 1973.

*Charles E. Pellino, Jr.*  
CHARLES E. PELLINO, JR.

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF DANE )

Personally came before me this 13 day of July, 1973, the above named Charles E. Pellino, Jr., to me known to be the person who executed the foregoing Articles of Incorporation and acknowledged the same.

STATE OF WISCONSIN  
DEPARTMENT OF STATE

FILED

JUL 18 1973

ROBERT C. ZIMMERMAN  
CLERK DEPT. OF STATE

*Thomas E. Smither*  
THOMAS E. SMITHER, Notary Public  
Dane County, Wisconsin  
My Commission is permanent.

This instrument was drafted by Attorney Charles E. Pellino, Jr.

INDEXED

1371941 -

Atty Charles E. Bellis, Jr.  
222 S. Hamilton St.  
Madison  
53703

VOL 456 PAGE 154

Office of Registrar of Deeds }  
Dane County, Wisconsin }  
Received for Record July 18  
1973 at 12:50 P.M.  
and recorded in vol. 456  
of Records on page 179  
Garold R. Hill  
Registrar

116

THIS MUST BE RECORDED PROMPTLY WITH THE COUNTY REGISTER OF DEEDS

**United States of America**

1669450

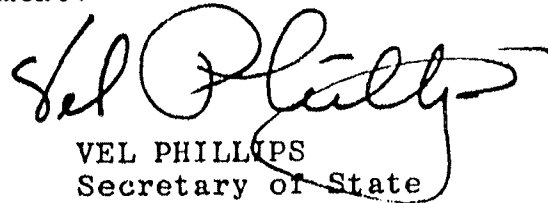
VOL 2008 PAGE 93

State of Wisconsin  
Office of Secretary of State

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

The undersigned, as Secretary of State of the State of Wisconsin, certifies that the attached is a duplicate of a document accepted and filed in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at Madison, on the date of filing of said document.



VEL PHILLIPS  
Secretary of State

Resolved, That

- A)- Article VII is amended to add "No vote may be cast in person, by proxy, or otherwise by any owner whose unit space or family unit has a lien recorded against it for unpaid assessments by the Association."
- B)- ALL references to 75% voting requirements are changed to "67%".
- C)- Article VIII is amended to add "Directors will not receive compensation for serving as Directors."

STATE OF WISCONSIN  
FILED  
JUN 25 1980  
VEL PHILLIPS  
SECRETARY OF STATE

The undersigned officers of.....Buckingham Square Owners Association, Inc.....  
..... certify:  
(Use correct and complete corporate name)

1. The foregoing amendment of the articles of incorporation of said corporation was adopted by the members on the  
17 day of April, 1980, by the following vote:

Number of Members having voting rights	Number present in person or by proxy	Number voting	
		For	Against
A)- 62	60	59	1
B)- 62	60	59	1
C)- 62	60	60	0

2. (See instructions 2 and 3)

Executed in duplicate and seal (if any) affixed this 10 th day of June, 19 80

(Affix seal or state that there is none)  
No Seal

Larry Aicher  
President  
David Guinnell  
Secretary

This document was drafted by

atty. Robert Brill  
(Name)

Please print or type

DA 169450 JUN 27 3.00 PM

80 JUN 27 P12:50

1669450

Mail Returned Copy to:  
(FILL IN THE NAME AND ADDRESS HERE)

Buckingham Square Owners Association Inc.  
P O Box 352  
Sun Prairie, WI 53590

VOL. 2008 PAGE 93  
Gerald R. Malender  
Register of Deeds

INSTRUCTIONS

1. AMENDMENT AT MEETING OF MEMBERS. An amendment of articles can be adopted at a meeting of the members having voting rights. The vote necessary is two-thirds of those present. Item 1 is for showing such vote.

2. AMENDMENT BY WRITTEN CONSENT. An amendment can be adopted without a meeting. This is done by ALL members having voting rights signing a written consent to the proposed amendment. When this method is used, strike out item 1 and insert in item 2 a statement that "The foregoing amendment was adopted by written consent signed by all of the members having voting rights."

3. AMENDMENT BY DIRECTORS. Directors can adopt an amendment of articles if the corporation is one whose articles of incorporation provide that the corporation shall have no members or is one which has no members having voting rights. The vote necessary is a majority of the directors in office.

When this method of amendment is used, strike out item 1 of this form and insert in item 2 a statement that the corporation has no members or is one having no members with voting rights (whichever the case may be) and that the amendment was adopted by vote of a majority of the directors in office, showing also the date of the directors' meeting.

VOTING RIGHTS DEFINED: The right of the members, or any class or classes of members, to vote may be limited, enlarged or denied to the extent specified in the articles of incorporation or in the by-laws if the articles so provide. Unless so limited, enlarged or denied, each member, regardless of class, shall be entitled to one vote on each matter submitted to a vote of members. Sec. 181.16, Stats.

4. Execute and submit in duplicate original. Furnish Secretary of State with two identical copies of the document. One copy will be retained (filed) by Secretary of State and the other copy returned as you indicate in the space above. The copy that is returned must be recorded with the Register of Deeds of the county in which the principal office of the corporation is located.

5. Affix corporate seal. Make sure that each of the copies of the document has an impression of the corporate seal. If the corporation does not have a seal, write or type "NO SEAL" on each of the copies.

6. Have the President and Secretary of the corporation sign. A Vice-President may sign in lieu of the President, and an Assistant Secretary may sign in lieu of the Secretary. One person may not sign as both officers. Make sure that each of the copies has original signatures - carbon copy, xerox, or rubber stamp signatures are not acceptable.

7. Send the filing fee of \$10 with the document. Make check or money order payable to SECRETARY OF STATE. Your cancelled check is your receipt.

PL 3 10

RECORDED

Amendment  
V. 2008 P. 93  
# 1669450

1630242

BY-LAWS OF BUCKINGHAM SQUARE OWNERS ASSOCIATION

ARTICLE I

PLAN OF UNIT OWNERSHIP

SECTION 1. UNIT OWNERSHIP. The project located at Ivory Drive and Coral Drive, City of Sun Prairie, State of Wisconsin, known as "Buckingham Square Townhouses" is submitted to the provisions of the Wisconsin Unit Ownership Act.

SECTION 2. BY-LAWS APPLICABILITY. The provision of these By-Laws are applicable to the project. (The term "project" as used herein shall include the land.)

SECTION 3. PERSONAL APPLICATION. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these By-Laws and to the Regulatory Agreement, attached as Exhibit "C" to the recorded Enabling Declaration Establishing a Plan for Condominium Ownership (hereinafter referred to as "Enabling Declaration").

The mere acquisition or rental of any of the family units (hereinafter referred to as "units") of the project or the mere act of occupancy of any of said units will signify that these By-Laws and the provisions of the Regulatory Agreement are accepted, ratified, and will be complied with.

ARTICLE II

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

SECTION 1. VOTING. Voting shall be on a percentage basis and the percentage of the voting to which the owner is entitled is the percentage assigned to the family unit or units in the Enabling Declaration.

SECTION 2. MAJORITY OF OWNERS. As used in these By-Laws the term "majority of owners" shall mean those owners holding 51% of the votes in accordance with the percentages assigned in the enabling Declaration.

SECTION 3. QUORUM. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in Section 2 of this Article shall constitute a quorum.



SECTION 4. PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

### ARTICLE III

#### ADMINISTRATION

SECTION 1. ASSOCIATION RESPONSIBILITIES. The owners of the units will constitute the Buckingham Square Owners Association (hereinafter referred to as "Association") who will have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the project pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the management agency. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of owners.

SECTION 2. PLACE OF MEETINGS. Meetings of the Association shall be held at the principal office of the project or such other suitable place convenient to the owners as may be designated by the Board of Directors.

SECTION 3. ANNUAL MEETINGS. The first annual meeting of the Association shall be held on May 2, 1973. Thereafter, the annual meetings of the Association shall be held on the second Tuesday of May each succeeding year. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section 5 of Article IV of these By-Laws. The owners may also transact such other business of the Association as may properly come before them.

SECTION 4. SPECIAL MEETINGS. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners and having been presented to the Secretary, or at the request of the Federal Housing Commission or his duly authorized representative. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the owners present, either in person or by proxy.

SECTION 5. NOTICE OF MEETINGS. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least 5 but not more than 10 days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served. Notices of all meetings shall be mailed to the Director of the local insuring office of the Federal Housing Administration if any units have been financed through that governmental agency.

SECTION 6. ADJOURNED MEETINGS. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

SECTION 7. ORDER OF BUSINESS. The order of business at all meetings of the owners of units shall be as follows:

- (a) Roll Call.
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceeding meeting
- (d) Reports of officers
- (e) Report of Federal Housing Administration representatives, if present
- (f) Report of committees
- (g) Election of inspectors of election
- (h) Election of directors
- (i) Unfinished business
- (j) New Business

#### ARTICLE IV

##### BOARD OF DIRECTORS

SECTION 1. NUMBER AND QUALIFICATION. The affairs of the Association shall be governed by a Board of Directors composed of five persons, all of whom must be owners of units in the project.

SECTION 2. POWERS AND DUTIES. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the owners.

SECTION 3. OTHER DUTIES. In addition to duties imposed by these By-Laws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep and surveillance of the project and the common areas and facilities and the restricted common areas and facilities.
- (b) Collection of monthly assessments from the owners.
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the common areas and facilities and the restricted common areas and facilities.

SECTION 4. MANAGEMENT AGENT. The Board of Directors may employ for the Association a management agent at a compensation

established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 3 of this Article.

SECTION 5. ELECTION AND TERM OF OFFICE. At the first annual meeting of the Association the term of office of two Directors shall be fixed for three (3) years. The term of office of two Directors shall be fixed at two (2) years, and the term of office of one Director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

SECTION 6. VACANCIES. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

SECTION 7. REMOVAL OF DIRECTORS. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

SECTION 8. ORGANIZATION MEETING. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

SECTION 9. REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time, by a majority of the Directors but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

SECTION 10. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special

meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Directors.

SECTION 11. WAIVER OF NOTICE. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof, If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

SECTION 12. BOARD OF DIRECTORS' QUORUM. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors, If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have transacted at the meeting as originally called may be transacted without further notice.

SECTION 13. FIDELITY BONDS. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

#### ARTICLE V

#### OFFICERS

SECTION 1. DESIGNATION. The principal officers of the Association shall be a President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary.

SECTION 2. ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

SECTION 3. REMOVAL OF OFFICERS. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

SECTION 4. PRESIDENT. The President shall be the chief executive officer of the Association. He shall preside at all

meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an Association, including, but not limited to, the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

SECTION 5. VICE PRESIDENT. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

SECTION 6. SECRETARY. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

SECTION 7. TREASURER. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

## ARTICLE VI

### LIABILITY OF OFFICERS

SECTION 1. EXCULPATION. No director or officer of the Association shall be liable for acts or defaults of any other officer or member or for any loss sustained by the Association or any member thereof, unless the same has resulted from his own willful misconduct or negligency.

SECTION 2. INDEMNIFICATION. Every director, officer, and member of the Association shall be indemnified by the Association against all reasonable costs, expenses, and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon him in connection with any claim, action, suit, proceeding, investigation, or inquiry of whatever nature in which he may be involved as a party of otherwise by reason of his having been an officer or member of the Association whether or not he continues to be such director, officer or member of the Association at the time of the incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which he shall be finally adjudged in such action, suit, proceeding, investigation or injury

to be liable for willful misconduct or negligence toward the Association in the performance of his duties, or in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law and shall inure to the benefit of the legal representatives of such person.

## ARTICLE VII

### OBLIGATIONS OF THE OWNERS

SECTION 1. ASSESSMENTS. All owners are obligated to pay monthly assessments imposed by the Association to meet all project communal expenses, which may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard. The assessments shall be made pro rata according to the value of the unit owned, as stipulated in the Enabling Declaration. Such assessments shall include monthly payments to a General Operating Reserve and a Reserve Fund for Replacements as required in the Regulatory Agreement attached as Exhibit "C" to the Enabling Declaration. After the amount of the monthly assessment is initially established by the Association, the same may not be increased more than 3% unless said increase is approved by the owners representing at least 75% of the total value of all of the units in the project as shown in the Enabling Declaration.

### SECTION 2. MAINTENANCE AND REPAIR.

(a) Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the owner's expense.

(c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.

### SECTION 3. USE OF FAMILY UNITS--INTERNAL CHANGES

(a) All units shall be utilized for residential purposes only.

(b) An owner shall not make structural modifications or alterations in his unit or installations located therein with-

out previously notifying the Association in writing, through the Management Agent, if any, or through the President of the Board of Directors, if no management agent is employed. The Association shall have the obligation to answer within 30 days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

#### SECTION 4. RIGHT OF ENTRY.

(a) An owner shall grant the right to entry to the management agent or to any other person authorized by the Board of Directors or the Association in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.

(b) An owner shall permit other owners, or their representatives when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

#### SECTION 5. RIGHT OF CONDUCT--HOUSE RULES

In order to assure the peaceful and orderly use and enjoyment of the buildings and common elements of said project, the Board may from time to time adopt, modify, and revoke in whole or in part such reasonable rules and regulations, to be called House Rules, governing the conduct of persons on said project as it may deem necessary. Such Regulatory House Rules upon adoption, and every amendment, modification, and revocation thereof, shall be delivered promptly to each owner and shall be binding upon all members of the Association and occupants of the buildings.

The Association may resort to a court of competent jurisdiction to obtain injunctive relief if necessary to enforce such rules or any other requirements imposed on unit owners hereunder.

### ARTICLE VIII

#### AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

SECTION 1. BY-LAWS. These By-Laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least 75% of the total value of all units in the project as shown in the Enabling Declaration.

ARTICLE IX

MORTGAGES

SECTION 1. NOTICE TO ASSOCIATION. An owner who mortgages his units, shall notify the Association through the Management Agent, if any, or the President of the Board of Directors in the event there is no Management Agent, the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Units."

SECTION 2. NOTICE OF UNPAID ASSESSMENTS. The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

SECTION 3. INSURANCE. The Board on behalf of the Association at its common expenses shall at all time maintain the insurance described in the Declaration.

ARTICLE X

COMPLIANCE

These By-Laws are set forth to comply with the requirements of the Wisconsin Unit Ownership Act. In case any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

ARTICLE XI

FIRST REFUSAL IN THE EVENT OF SALE OR LEASE

No individual owner of a living unit and/or a tenancy-in-common interest in said real property shall sell or lease the same, or any part or parcel thereof, without first giving written notice of his intention to so sell or lease to said Association, which said written notice shall specify the terms, conditions, price or rental of such proposed sale or lease, together with the name and address of the prospective buyer and/or tenant. Said Association shall have a period of thirty (30) days after receipt of such notice within which to purchase or lease said property upon terms not less favorable to the owner than those set forth in said notice. This first refusal as set forth in this paragraph shall not be used or exercised by said Association for the purpose of discriminating against any prospective buyer or tenant on the basis of his color, race, religion, or origin of birth.

This paragraph shall not apply to a sale or lease by Developer or to a sale by a Trustee on foreclosure or to the acquisition of title by a lender in lieu of foreclosure.



ARTICLE XII

GRANTOR

Notwithstanding the above, as long as one unit remains unsold, the grantor specifically reserves to itself the right to appoint all Directors of the Buckingham Square Owners Association.

REGULATORY AGREEMENT

BUCKINGHAM SQUARE OWNER'S ASSOCIATION

EXHIBIT C

The mere acquisition or rental of any of the family units (hereinafter referred to as "units") of the project or the mere act of occupancy of any of said units will signify that the provisions of the regulatory agreement are accepted, ratified, and will be complied with.

ARTICLE I

The sidewalks, parking areas, and other common areas shall not be obstructed or used for any other purposes than for ingress to and egress from the units.

ARTICLE II

No owner or occupant shall make or permit any disturbing noises to be made in the buildings or on the premises by himself, his family, friends, tenants, servants, or other invitees; nor do or permit anything to be done by such persons that would interfere with the rights, comforts, or convenience of other owners or occupants.

ARTICLE III

No rugs shall be beaten on patios or outdoor living areas, nor dust, rubbish, or litter swept from the demised premises into any common area.

ARTICLE IV

The water closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, papers, ashes, or other substances shall be thrown therein. Any damage to the property of others, including the common elements, resulting from misuse of such facilities of any nature or character whatever, shall be paid for by the owner of the unit.

ARTICLE V

All damage to the project caused by the moving and/or carrying of articles therein, shall be paid by the owner or person in charge of such articles.

ARTICLE VI

Nothing shall be thrown or emptied by the owners or their tenants or servants out of the windows or placed on the outside

of the windows or placed on the outside window sills.

ARTICLE VII

No more than one dog, cat, or other domestic pet shall be allowed in the demised premises, provided that the same shall not disturb or annoy other occupants of the building. In no event may the size of the pet exceed 25 pounds in weight. Any inconvenience, damage or unpleasantness caused by the same shall be the responsibility of the respective owners thereof.

ARTICLE VIII

The water shall not be left running any unreasonable or unnecessary length of time in the demised premises.

ARTICLE IX

Laundry work shall be done only in the areas provided for such purposes.

ARTICLE X

No shades, awnings, or window guards shall be used except as shall be put up or approved by the Association, and no signs of any kind shall be placed in windows or on doors or other exterior surfaces or common elements without prior written approval of the Association.

ARTICLE XI

No owner, resident or lessee shall install wiring for electrical or telephone installations, television antennae, machines or air conditioning units, etc., on the exterior of the project or that protrude through the walls or the roof of the project except as authorized by the Association.

ARTICLE XII

Unless the Association gives advance written consent in each and every instance, occupants shall not use any illumination other than electric light or use or permit to be brought into the building or onto the premises any inflammable oils or fluid, or other explosive or articles deemed hazardous to life, limb, or property.

ARTICLE XIII

Common Areas:

(a) Furniture other than that provided by the Association shall not be used in the common area, nor shall such furniture be removed from said areas.

(b) Users of the common area are responsible for the removal of all articles brought thereto by them, including but not limited to towels, books, and magazines, at the time they leave said area.

ARTICLE XIV

The manager appointed by the Association may retain a pass-key to each unit. No owner shall alter any lock or install a new lock on any door leading into the unit of such owner without the prior consent of management. If such consent is given, the owner shall provide management with a key for management's use.

ARTICLE XV

No vehicle belonging to an owner or to a member of his family or guest, subtenant, or employee of an owner shall be parked in such a manner to impede or prevent ready access to another owner's parking space. The owner's, their employees, servants, tenants, visitors, licensees, and the owner's family will obey the parking regulations posted at the parking areas and any other traffic regulations promulgated in the future for the safety, comfort, and convenience of the owners.

ARTICLE XVI

The owners shall not cause or permit the blowing of any horn from any vehicle in which his guests, family, tenants, invitees, or employees shall be occupants, approaching or upon any of the driveways or parking areas serving the building, except as may be necessary for the safe operation thereof.

ARTICLE XVII

No clothes, sheets, blankets, laundry, of any kind, or other articles shall be hung out or exposed so as to be seen from any part of the common areas. The common elements shall be kept free and clear of rubbish, debris and other unsightly materials. Trash, garbage and other wastes shall be kept only in enclosed sanitary containers, and shall be disposed of in a clean, sightly, healthy and sanitary manner, and as may be prescribed from time to time by the rules and regulations of the Board.

ARTICLE XVIII

The Association reserves the right to make such other rules and regulations from time to time as may be deemed necessary for the safety, care and cleanliness of the premises and for securing the comfort and convenience of all the occupants thereof. The Association may delegate its authority to a managing agent to enforce the rules herein prescribed.

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DANE COUNTY, WIS. SS  
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VOL 1078 PAGE 423  
DANE COUNTY REGISTER  
Register of Deeds

RET. TO  
CARROLL METZNER  
222 W. WASHINGTON AVE  
MADISON, WIS 53703

VOL 1078 PAGE 485



BY-LAWS OF BUCKINGHAM SQUARE OWNERS ASSOCIATION

ARTICLE I

PLAN OF UNIT OWNERSHIP

SECTION 1. UNIT OWNERSHIP. The project located at Ivory Drive and Coral Drive, City of Sun Prairie, State of Wisconsin, known as "Buckingham Square Townhouses" is submitted to the provisions of the Wisconsin Unit Ownership Act.

SECTION 2. BY-LAWS APPLICABILITY. The provision of these By-Laws are applicable to the project. (The term "project" as used herein shall include the land.)

SECTION 3. PERSONAL APPLICATION. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these By-Laws and to the Regulatory Agreement, attached as Exhibit "C" to the recorded Enabling Declaration Establishing a Plan for Condominium Ownership (hereinafter referred to as "Enabling Declaration").

The mere acquisition or rental of any of the family units (hereinafter referred to as "units") of the project or the mere act of occupancy of any of said units will signify that these By-Laws and the provisions of the Regulatory Agreement are accepted, ratified, and will be complied with.

ARTICLE II

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

SECTION 1. VOTING. Voting shall be on a percentage basis and the percentage of the voting to which the owner is entitled is the percentage assigned to the family unit or units in the Enabling Declaration.

SECTION 2. MAJORITY OF OWNERS. As used in these By-Laws the term "majority of owners" shall mean those owners holding 51% of the votes in accordance with the percentages assigned in the enabling Declaration.

SECTION 3. QUORUM. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in Section 2 of this Article shall constitute a quorum.

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SECTION 4. PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

## ARTICLE III

## ADMINISTRATION

SECTION 1. ASSOCIATION RESPONSIBILITIES. The owners of the units will constitute the Buckingham Square Owners Association (hereinafter referred to as "Association") who will have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the project pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the management agency. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of owners.

SECTION 2. PLACE OF MEETINGS. Meetings of the Association shall be held at the principal office of the project or such other suitable place convenient to the owners as may be designated by the Board of Directors.

SECTION 3. ANNUAL MEETINGS. The first annual meeting of the Association shall be held on May 2, 1973. Thereafter, the annual meetings of the Association shall be held on the second Tuesday of May each succeeding year. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section 5 of Article IV of these By-Laws. The owners may also transact such other business of the Association as may properly come before them.

SECTION 4. SPECIAL MEETINGS. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners and having been presented to the Secretary, or at the request of the Federal Housing Commission or his duly authorized representative. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the owners present, either in person or by proxy.

SECTION 5. NOTICE OF MEETINGS. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least 5 but not more than 10 days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served. Notices of all meetings shall be mailed to the Director of the local insuring office of the Federal Housing Administration if any units have been financed through that governmental agency.

SECTION 6. ADJOURNED MEETINGS. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

SECTION 7. ORDER OF BUSINESS. The order of business at all meetings of the owners of units shall be as follows:

- (a) Roll Call.
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceeding meeting
- (d) Reports of officers
- (e) Report of Federal Housing Administration representatives, if present
- (f) Report of committees
- (g) Election of inspectors of election
- (h) Election of directors
- (i) Unfinished business
- (j) New Business

#### ARTICLE IV

##### BOARD OF DIRECTORS

SECTION 1. NUMBER AND QUALIFICATION. The affairs of the Association shall be governed by a Board of Directors composed of five persons, all of whom must be owners of units in the project.

SECTION 2. POWERS AND DUTIES. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the owners.

SECTION 3. OTHER DUTIES. In addition to duties imposed by these By-Laws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep and surveillance of the project and the common areas and facilities and the restricted common areas and facilities.
- (b) Collection of monthly assessments from the owners.
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the common areas and facilities and the restricted common areas and facilities.

SECTION 4. MANAGEMENT AGENT. The Board of Directors may employ for the Association a management agent at a compensation



established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 3 of this Article.

SECTION 5. ELECTION AND TERM OF OFFICE. At the first annual meeting of the Association the term of office of two Directors shall be fixed for three (3) years. The term of office of two Directors shall be fixed at two (2) years, and the term of office of one Director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

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SECTION 6. VACANCIES. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

SECTION 7. REMOVAL OF DIRECTORS. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

SECTION 8. ORGANIZATION MEETING. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

SECTION 9. REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time, by a majority of the Directors but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

SECTION 10. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special

meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Directors.

SECTION 11. WAIVER OF NOTICE. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof, If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

SECTION 12. BOARD OF DIRECTORS' QUORUM. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors, If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have transacted at the meeting as originally called may be transacted without further notice.

SECTION 13. FIDELITY BONDS. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

#### ARTICLE V

#### OFFICERS

SECTION 1. DESIGNATION. The principal officers of the Association shall be a President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary.

SECTION 2. ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

SECTION 3. REMOVAL OF OFFICERS. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

SECTION 4. PRESIDENT. The President shall be the chief executive officer of the Association. He shall preside at all

meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an Association, including, but not limited to, the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

SECTION 5. VICE PRESIDENT. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

SECTION 6. SECRETARY. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

SECTION 7. TREASURER. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

#### ARTICLE VI

##### LIABILITY OF OFFICERS

SECTION 1. EXCULPATION. No director or officer of the Association shall be liable for acts or defaults of any other officer or member or for any loss sustained by the Association or any member thereof, unless the same has resulted from his own willful misconduct or negligency.

SECTION 2. INDEMNIFICATION. Every director, officer, and member of the Association shall be indemnified by the Association against all reasonable costs, expenses, and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon him in connection with any claim, action, suit, proceeding, investigation, or inquiry of whatever nature in which he may be involved as a party of otherwise by reason of his having been an officer or member of the Association whether or not he continues to be such director, officer or member of the Association at the time of the incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which he shall be finally adjudged in such action, suit, proceeding, investigation or injury

to be liable for willful misconduct or negligence toward the Association in the performance of his duties, or in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law and shall inure to the benefit of the legal representatives of such person.

## ARTICLE VII

### OBLIGATIONS OF THE OWNERS

SECTION 1. ASSESSMENTS. All owners are obligated to pay monthly assessments imposed by the Association to meet all project communal expenses, which may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard. The assessments shall be made pro rata according to the value of the unit owned, as stipulated in the Enabling Declaration. Such assessments shall include monthly payments to a General Operating Reserve and a Reserve Fund for Replacements as required in the Regulatory Agreement attached as Exhibit "C" to the Enabling Declaration. After the amount of the monthly assessment is initially established by the Association, the same may not be increased more than 3% unless said increase is approved by the owners representing at least 75% of the total value of all of the units in the project as shown in the Enabling Declaration.

### SECTION 2. MAINTENANCE AND REPAIR.

(a) Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the owner's expense.

(c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.

### SECTION 3. USE OF FAMILY UNITS--INTERNAL CHANGES

(a) All units shall be utilized for residential purposes only.

(b) An owner shall not make structural modifications or alterations in his unit or installations located therein with-

out previously notifying the Association in writing, through the Management Agent, if any, or through the President of the Board of Directors, if no management agent is employed. The Association shall have the obligation to answer within 30 days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

SECTION 4. RIGHT OF ENTRY.

(a) An owner shall grant the right to entry to the management agent or to any other person authorized by the Board of Directors or the Association in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.

(b) An owner shall permit other owners, or their representatives when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

SECTION 5. RIGHT OF CONDUCT--HOUSE RULES

In order to assure the peaceful and orderly use and enjoyment of the buildings and common elements of said project, the Board may from time to time adopt, modify, and revoke in whole or in part such reasonable rules and regulations, to be called House Rules, governing the conduct of persons on said project as it may deem necessary. Such Regulatory House Rules upon adoption, and every amendment, modification, and revocation thereof, shall be delivered promptly to each owner and shall be binding upon all members of the Association and occupants of the buildings.

The Association may resort to a court of competent jurisdiction to obtain injunctive relief if necessary to enforce such rules or any other requirements imposed on unit owners hereunder.

ARTICLE VIII

AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

SECTION 1. BY-LAWS. These By-Laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least 75% of the total value of all units in the project as shown in the Enabling Declaration.

ARTICLE IX

MORTGAGES

SECTION 1. NOTICE TO ASSOCIATION. An owner who mortgages his units, shall notify the Association through the Management Agent, if any, or the President of the Board of Directors in the event there is no Management Agent, the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Units."

SECTION 2. NOTICE OF UNPAID ASSESSMENTS. The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

SECTION 3. INSURANCE. The Board on behalf of the Association at its common expenses shall at all time maintain the insurance described in the Declaration.

ARTICLE X

COMPLIANCE

These By-Laws are set forth to comply with the requirements of the Wisconsin Unit Ownership Act. In case any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

ARTICLE XI

FIRST REFUSAL IN THE EVENT OF SALE OR LEASE

No individual owner of a living unit and/or a tenancy-in-common interest in said real property shall sell or lease the same, or any part or parcel thereof, without first giving written notice of his intention to so sell or lease to said Association, which said written notice shall specify the terms, conditions, price or rental of such proposed sale or lease, together with the name and address of the prospective buyer and/or tenant. Said Association shall have a period of thirty (30) days after receipt of such notice within which to purchase or lease said property upon terms not less favorable to the owner than those set forth in said notice. This first refusal as set forth in this paragraph shall not be used or exercised by said Association for the purpose of discriminating against any prospective buyer or tenant on the basis of his color, race, religion, or origin of birth.

This paragraph shall not apply to a sale or lease by Developer or to a sale by a Trustee on foreclosure or to the acquisition of title by a lender in lieu of foreclosure.

REGULATORY AGREEMENT

BUCKINGHAM SQUARE OWNER'S ASSOCIATION

EXHIBIT C

The mere acquisition or rental of any of the family units (hereinafter referred to as "units") of the project or the mere act of occupancy of any of said units will signify that the provisions of the regulatory agreement are accepted, ratified, and will be complied with.

ARTICLE I

The sidewalks, parking areas, and other common areas shall not be obstructed or used for any other purposes that for ingress to and egress from the units.

ARTICLE II

No owner or occupant shall make or permit any disturbing noises to be made in the buildings or on the premises by himself, his family, friends, tenants, servants, or other invitees; nor do or permit anything to be done by such persons that would interfere with the rights, comforts, or convenience of other owners or occupants.

ARTICLE III

No rugs shall be beaten on patios or outdoor living areas, nor dust, rubbish, or litter swept from the demised premises into any common area.

ARTICLE IV

The water closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, papers, ashes, or other substances shall be thrown therein. Any damage to the property of others, including the common elements, resulting from misuse of such facilities of any nature or character whatever, shall be paid for by the owner of the unit.

ARTICLE V

All damage to the project caused by the moving and/or carrying of articles therein, shall be paid by the owner or person in charge of such articles.

ARTICLE VI

Nothing shall be thrown or emptied by the owners or their tenants or servants out of the windows or placed on the outside

ARTICLE XII

GRANTOR

Notwithstanding the above, as long as one unit remains unsold, the grantor specifically reserves to itself the right to appoint all Directors of the Buckingham Square Owners Association.

of the windows or placed on the outside window sills.

ARTICLE VII

No more than one dog, cat, or other domestic pet shall be allowed in the demised premises, provided that the same shall not disturb or annoy other occupants of the building. In no event may the size of the pet exceed 25 pounds in weight. Any inconvenience, damage or unpleasantness caused by the same shall be the responsibility of the respective owners thereof.

ARTICLE VIII

The water shall not be left running any unreasonable or unnecessary length of time in the demised premises.

ARTICLE IX

Laundry work shall be done only in the areas provided for such purposes.

ARTICLE X

No shades, awnings, or window guards shall be used except as shall be put up or approved by the Association, and no signs of any kind shall be placed in windows or on doors or other exterior surfaces or common elements without prior written approval of the Association.

ARTICLE XI

No owner, resident or lessee shall install wiring for electrical or telephone installations, television antennae, machines or air conditioning units, etc., on the exterior of the project or that protrude through the walls or the roof of the project except as authorized by the Association.

ARTICLE XII

Unless the Association gives advance written consent in each and every instance, occupants shall not use any illumination other than electric light or use or permit to be brought into the building or onto the premises any inflammable oils or fluid, or other explosive or articles deemed hazardous to life, limb, or property.

ARTICLE XIII

Common Areas:

(a) Furniture other than that provided by the Association shall not be used in the common area, nor shall such furniture be removed from said areas.

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(b) Users of the common area are responsible for the removal of all articles brought thereto by them, including but not limited to towels, books, and magazines, at the time they leave said area.

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The manager appointed by the Association may retain a pass-key to each unit. No owner shall alter any lock or install a new lock on any door leading into the unit of such owner without the prior consent of management. If such consent is given, the owner shall provide management with a key for management's use.

ARTICLE XV

No vehicle belonging to an owner or to a member of his family or guest, subtenant, or employee of an owner shall be parked in such a manner to impede or prevent ready access to another owner's parking space. The owner's, their employees, servants, tenants, visitors, licensees, and the owner's family will obey the parking regulations posted at the parking areas and any other traffic regulations promulgated in the future for the safety, comfort, and convenience of the owners.

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The owners shall not cause or permit the blowing of any horn from any vehicle in which his guests, family, tenants, invitees, or employees shall be occupants, approaching or upon any of the driveways or parking areas serving the building, except as may be necessary for the safe operation thereof.

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No clothes, sheets, blankets, laundry, of any kind, or other articles shall be hung out or exposed so as to be seen from any part of the common areas. The common elements shall be kept free and clear of rubbish, debris and other unsightly materials. Trash, garbage and other wastes shall be kept only in enclosed sanitary containers, and shall be disposed of in a clean, sightly, healthy and sanitary manner, and as may be prescribed from time to time by the rules and regulations of the Board.

ARTICLE XVIII

The Association reserves the right to make such other rules and regulations from time to time as may be deemed necessary for the safety, care and cleanliness of the premises and for securing the comfort and convenience of all the occupants thereof. The Association may delegate its authority to a managing agent to enforce the rules herein prescribed.

Office of Register of Deeds } ss.  
Dane County, Wisconsin }

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At 7:48 o'clock A M

Carol R. Mehnke, Register

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DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

WHEREAS, PRAIRIE INVESTMENTS, INC., A WISCONSIN CORPORATION, IS THE OWNER OF LOTS THIRTY SEVEN (37) THROUGH FIFTY TWO (52) INCLUSIVE, AND LOTS FIFTY NINE (59) THROUGH SEVENTY THREE (73) INCLUSIVE, EXCEPT LOT SIXTY FIVE (65); AND DON SIMON, INC., A WISCONSIN CORPORATION, IS THE OWNER OF LOTS THIRTY FIVE (35) AND THIRTY SIX (36), ALL IN FIRST ADDITION TO EMERALD TERRACE, A SUBDIVISION IN THE CITY OF SUN PRAIRIE AND TOWN OF SUN PRAIRIE, DANE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

LOTS NUMBERED THIRTY FIVE (35), THIRTY SIX (36), THIRTY SEVEN (37), THIRTY EIGHT (38), THIRTY NINE (39), FORTY (40), FORTY ONE (41), FORTY TWO (42), FORTY THREE (43), FORTY FOUR (44), FORTY FIVE (45), FORTY SIX (46), FORTY SEVEN (47), FORTY EIGHT (48), FORTY NINE (49), FIFTY (50), FIFTY ONE (51), FIFTY TWO (52), FIFTY NINE (59), SIXTY (60), SIXTY ONE (61), SIXTY TWO (62), SIXTY THREE (63), SIXTY FOUR (64), SIXTY SIX (66), SIXTY SEVEN (67), SIXTY EIGHT (68), SIXTY NINE (69), SEVENTY (70), SEVENTY ONE (71), SEVENTY TWO (72), SEVENTY THREE (73), ALL IN FIRST ADDITION TO EMERALD TERRACE A SUBDIVISION OF PART OF THE NW 1/4 AND NE 1/4 AND SW 1/4 AND SE 1/4, ALL OF THE SE 1/4; AND PART OF THE NE 1/4 AND SE 1/4 OF THE SW 1/4 OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 11 EAST; AND PART OF THE NW 1/4, NE 1/4 OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 11 EAST, CITY OF SUN PRAIRIE, AND THE TOWN OF SUN PRAIRIE, DANE COUNTY, WISCONSIN, AND PRAIRIE INVESTMENTS, INC., IS THE OWNER OF THE REMAINDER OF THE LOTS IN SAID FIRST ADDITION TO EMERALD TERRACE, WHICH ARE COMMERCIAL AND MULTIPLE HOUSING UNIT LOTS, WHICH SHALL BE SUBJECT TO ARTICLE ONE AND ARTICLE TWO ONLY, OF THESE PROTECTIVE COVENANTS AND RESTRICTIONS.

WHEREAS, IT IS DEEMED PROPER TO IMPOSE UPON LOTS IN SAID SUBDIVISION CERTAIN RESTRICTIONS, RESERVATIONS, LIMITATIONS AND COVENANTS HERINAFTER SET FORTH FOR THE BENEFIT AND PROTECTION OF THE OWNERS, PRESENT AND FUTURE, OF LOTS IN SAID SUBDIVISION,

NOW THEREFORE, IT IS HEREBY DECLARED AND AGREED THAT THE FOLLOWING RESTRICTIONS, RESERVATIONS, LIMITATIONS AND COVENANTS BE AND THE SAME HEREBY ARE ADOPTED AND THAT ALL LOTS IN SAID SUBDIVISION SET FORTH ABOVE SHALL BE SUBJECT THERETO AS FOLLOWS,

ARTICLE ONE

THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 1986, AT WHICH TIME THESE COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS BY VOTE OF A MAJORITY OF THE THEN OWNERS OF THE LOTS IT IS AGREED TO CHANGE OR AMEND THESE COVENANTS IN WHOLE OR IN PART.

IF THE PARTIES HERETO, OR ANY OF THEM, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS CONTAINED HEREIN, IT SHALL BE LAWFUL FOR PRAIRIE INVESTMENTS, INC., AND DON SIMON, INC., OR ANY OTHER PERSON OR PERSONS OWNING ANY REAL PROPERTY SITUATED IN THIS SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANTS AND EITHER TO PREVENT HIM OR THEM FROM SO DOING OR TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATION.

THE INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

ARTICLE TWO.

NO BUILDING SHALL BE ERECTED, PLACED OR ALTERED ON ANY BUILDING PLOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS, SPECIFICATIONS, GRADES, AND/OR ELEVATIONS AND PLOT PLAN SHOWING THE LOCATION OF SUCH BUILDING HAVE BEEN APPROVED IN WRITING AS TO CONFORMITY AND HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURES IN THIS SUBDIVISION, AND AS TO LOCATION OF THE BUILDING WITH RESPECT TO TOPOGRAPHY AND FINISHED GROUND ELEVATION, BY A COMMITTEE COMPOSED OF DON SIMON AND CURTIS SHARPEE OF SUN PRAIRIE, WISCONSIN, OR BY A REPRESENTATIVE DESIGNATED BY THE MEMBERS OF SAID COMMITTEE. IN THE EVENT OF DEATH OR RESIGNATION OF ANY MEMBER OF SAID COMMITTEE, THE REMAINING MEMBER OR MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH DESIGN AND LOCATION OR TO DESIGNATE A REPRESENTATIVE WITH LIKE AUTHORITY. IN THE EVENT SAID COMMITTEE, OR ITS DESIGNATED REPRESENTATIVE, FAILS TO APPROVE OR DISAPPROVE SUCH DESIGN AND LOCATION AS PROVIDED HEREIN IN THIS ARTICLE TWO OR FAILS TO DESIGNATE A REPRESENTATIVE WITH LIKE AUTHORITY WITHIN THIRTY (30) DAYS AFTER SAID PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO IT, OR IN ANY EVENT, IF NO SUIT TO ENJOIN THE ERECTION OF SUCH BUILDING OR THE MAKING OF SUCH ALTERATIONS HAS BEEN COMMENCED PRIOR TO THE COMPLETION WHEREOF, SUCH APPROVAL WILL NOT BE REQUIRED AND THIS COVENANT WILL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. NEITHER THE MEMBERS OF SAID COMMITTEE, NOR ITS DESIGNATED REPRESENTATIVE SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THIS COVENANT. THE POWERS AND DUTIES OF SUCH COMMITTEE, AND OF ITS DESIGNATED REPRESENTATIVE SHALL CEASE ON AND AFTER TWENTY (20) YEARS. THEREAFTER, THE APPROVAL DESCRIBED IN THIS COVENANT SHALL NOT BE REQUIRED UNLESS PRIOR TO SAID DATE AND EFFECTIVE THEREON A WRITTEN INSTRUMENT SHALL BE EXECUTED BY THE THEN RECORD OWNERS OF A MAJORITY OF THE LOTS IN THIS SUBDIVISION AND DULY RECORDED APPOINTING A REPRESENTATIVE OR REPRESENTATIVES WHO SHALL THEREAFTER EXERCISE THE SAME POWERS PREVIOUSLY EXERCISED BY SAID COMMITTEE.

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ALL LOTS IN THIS SUBDIVISION, AS SET FORTH ABOVE, SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS. NO STRUCTURES SHALL BE ERECTED, ALTERED, PLACED, OR PERMITTED TO REMAIN ON ANY RESIDENTIAL BUILDING PLOT OTHER THAN ONE SINGLE FAMILY DWELLING NOT TO EXCEED (2) STORIES IN HEIGHT AND A PRIVATE GARAGE FOR NOT MORE THAN THREE (3) CARS.

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NO BUILDINGS SHALL BE LOCATED NEARER TO THE FRONT LOT LINE THAN THIRTY (30) FEET OR NEARER TO THE SIDE LOT LINE THEN EIGHT (8) FEET EXCEPT, THAT A GARAGE THIRTY (30) FEET OR MORE FROM THE FRONT LOT LINE OR THE HIGHWAY RIGHT-OF-WAY MAY BE LOCATED WITHIN FIVE (5) FEET, INCLUDING OVERHANG, FROM THE SAID LOT LINE. ON CORNER LOTS THE RULING FOR THIRTY (30) FEET ON THE FRONT SHALL ALSO APPLY ON THE SIDE FRONTING ON A STREET. THE REAR FIVE (5) FEET OF ALL LOTS SHALL BE KEPT FREE OF ANY PERMANENT OBSTRUCTION ON THAT PORTION OF ALL LOTS AS THE REAR FIVE (5) FEET OF EACH LOT IS SUBJECT TO AN EASEMENT FOR UTILITIES.

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THERE SHALL BE NO VALID CONVEYANCE OF FRACTIONAL PARTS OF LOTS IN THIS PLAT EXCEPT ON THE WRITTEN CONSENT OF THE ARCHITECTURAL CONTROL COMMITTEE NAMED IN ARTICLE TWO (2) AND ANY SUCH CONVEYANCE WITHOUT SUCH WRITTEN CONSENT SHALL BE DEEMED NULL AND VOID AND OF NO EFFECT WHATSOEVER. THE RECORDING OF AN AFFIDAVIT EXECUTED BY THE COMMITTEE SHALL CONSTITUTE EVIDENCE OF THE WRITTEN CONSENT NEEDED.

ARTICLE SIX

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

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NO BUILDINGS OR STRUCTURES EXCEPT RESIDENCES AND GARAGES SHALL BE CONSTRUCTED WITHIN THE PLAT AND NO SUCH BUILDING OR STRUCTURE MAY BE USED AS A RESIDENCE TEMPORARILY OR PERMANENTLY, EXCEPT THE RESIDENCE WHEN COMPLETED, NOR SHALL ANY BUILDING OR STRUCTURE OF ANY KIND OR NATURE BE ALLOWED TO BE MOVED INTO THE PLAT.

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NO BI-LEVEL, OR TWO (2) STORY DWELLING SHALL BE ERECTED UPON ANY LOT IN THIS SUBDIVISION OF LESS THAN SEVENTEEN HUNDRED (1,700) SQUARE FEET INCLUDING BOTH FLOORS, AND NO TRI-LEVEL SHALL BE ERECTED UPON ANY LOT IN THIS SUBDIVISION WITH LESS THAN ONE THOUSAND (1,000) SQUARE FEET ON TWO FLOORS. NO SINGLE STORY DWELLING SHALL BE ERECTED UPON ANY LOT IN THIS SUBDIVISION WITH A GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF PORCHES, BREEZEWAYS AND GARAGES, OF LESS THAN ONE THOUSAND TWO HUNDRED AND TWENTY (1,220) SQUARE FEET.

ARTICLE NINE

EASEMENTS EFFECTING ALL LOTS ARE RESERVED AS TO THE REAR FIVE (5) FEET FOR UTILITY INSTALLATION AND MAINTENANCE.

ARTICLE TEN

NO CHIMNEY, EXCEPT A CHIMNEY OF MASONRY CONSTRUCTION, SHALL BE PERMITTED TO BE CONSTRUCTED IN THIS PLAT.

ARTICLE ELEVEN

IN THE EVENT ANY PURCHASER OF LOTS WITHIN THIS PLAT FAILS TO COMMENCE CONSTRUCTION OF A RESIDENCE UPON SUCH LOT WITHIN FIVE (5) YEARS OF THE DATE OF PURCHASE, THE SELLERS HAVE THE OPTION TO PURCHASE BACK SUCH LOT AT THE ORIGINAL SELLING PRICE PLUS ASSESSMENTS PAID.

IN WITNESS WHEREOF, THE SAID PRAIRIE INVESTMENTS, INC., HAS CAUSED THESE PRESENTS TO BE SIGNED BY CURTIS SHARPEE, ITS PRESIDENT AND COUNTERSIGNED BY JOHN D. KINDSCHI, ITS SECRETARY, AT SUN PRAIRIE WISCONSIN, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED, THIS 28TH DAY OF FEBRUARY, A. D., 1967.

SIGNED AND SEALED IN PRESENCE OF:

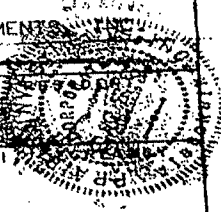
*Michael E. Trodahl*  
MICHAEL E. TRODAHL

*Frank J. Willkom*  
FRANK J. WILLKOM

PRAIRIE INVESTMENTS, INC.

By *Curtis Sharpee*  
CURTIS SHARPEE

By *John D. Kindschi*  
JOHN D. KINDSCHI



DAYZC

STATE OF WISCONSIN }  
COUNTY OF DANE }

ss.

PERSONALLY CAME BEFORE ME, THIS 28TH DAY OF FEBRUARY, A. D., 1967, CURTIS SHARPEE, PRESIDENT, AND JOHN D. KINDSCHI, SECRETARY, OF THE ABOVE NAMED CORPORATION TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH PRESIDENT AND SECRETARY OF SAID CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS OF SAID CORPORATION, BY ITS AUTHORITY.

*Wilmer E. Trodahl*  
WILMER E. TRODAHL  
NOTARY PUBLIC, DANE COUNTY, WISCONSIN  
MY COMMISSION IS PERMANENT

IN WITNESS WHEREOF, THE SAID DON SIMON, INC., HAS CAUSED THESE PRESENTS TO BE SIGNED BY DONALD E. SIMON, ITS PRESIDENT, AND COUNTER-SIGNED BY SHIRLEY GIETZEL, ITS SECRETARY, AT SUN PRAIRIE, WISCONSIN, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED, THIS 28TH DAY OF FEBRUARY, A. D., 1967.

SIGNED AND SEALED IN PRESENCE OF:

*Wilmer E. Trodahl*  
WILMER E. TRODAHL

*Frank J. Willkom*  
FRANK J. WILLKOM

DON SIMON, INC. (NO CORPORATE SEAL)

BY: *Donald E. Simon*  
DONALD E. SIMON, PRESIDENT

BY: *Shirley Gietzel*  
SHIRLEY GIETZEL, SECRETARY

STATE OF WISCONSIN }  
COUNTY OF DANE }

ss.

PERSONALLY CAME BEFORE ME THIS 28TH DAY OF FEBRUARY, A. D., 1967, DONALD E. SIMON, PRESIDENT, AND SHIRLEY GIETZEL, SECRETARY, OF THE ABOVE NAMED CORPORATION TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH PRESIDENT AND SECRETARY OF SAID CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS OF SAID CORPORATION, BY ITS AUTHORITY.

*Wilmer E. Trodahl*  
WILMER E. TRODAHL  
NOTARY PUBLIC, DANE COUNTY, WISCONSIN  
MY COMMISSION IS PERMANENT

THIS INSTRUMENT DATED BY:  
TRODAHL AND WILLKOM

32 x

25 x

1179720

Declaration of Protective Covenants & Restrictions

6

Office of Register of Deeds  
Dane County, Wisconsin  
Received for Record  
A. D. 1967 at 8:30 AM  
and recorded in vol. 459  
p. 490

vol. 459 p. 490

Trodahl & Wilkum  
Sun Prairie Wis 53590

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

WHEREAS, PRAIRIE INVESTMENTS, INC., A WISCONSIN CORPORATION, IS THE OWNER AND/OR LAND CONTRACT SELLER AND DON SIMON, INC., A WISCONSIN CORPORATION, IS THE LAND CONTRACT PURCHASER AND/OR OWNER OF LOTS EIGHTY SEVEN (87) THROUGH ONE HUNDRED SIX (106) INCLUSIVE, ALL IN SECOND ADDITION TO EMERALD TERRACE, A SUBDIVISION IN THE CITY OF SUN PRAIRIE, DANE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

LOTS NUMBERED EIGHTY SEVEN (87), EIGHTY EIGHT (88), EIGHTY NINE (89), NINETY (90), NINETY ONE (91), NINETY TWO (92), NINETY THREE (93), NINETY FOUR (94), NINETY FIVE (95), NINETY SIX (96), NINETY SEVEN (97), NINETY EIGHT (98), NINETY NINE (99), ONE HUNDRED (100), ONE HUNDRED ONE (101), ONE HUNDRED TWO (102), ONE HUNDRED THREE (103), ONE HUNDRED FOUR (104), ONE HUNDRED FIVE (105), ONE HUNDRED SIX (106), ALL IN SECOND ADDITION TO EMERALD TERRACE, A SUBDIVISION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 6; THENCE N1°00'50"E, 170.28 FEET; THENCE S88°09'30"W, 577.42 FEET; THENCE N1°50'30"W, 180.00 FEET; THENCE N88°09'30"E, 24 FEET; THENCE N1°50'30"W, 139.14 FEET; THENCE N88°09'30"E, 247.52 FEET; THENCE N1°50'30"W, 60.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE ON A CURVE TO THE RIGHT OF RADIUS 337.50 FEET, WHOSE LONG CHORD BEARS S89°46'20"E, 24.38 FEET; THENCE ALONG A CURVE TO THE RIGHT OF RADIUS 340.64 FEET, WHOSE LONG CHORD BEARS N30°35'40"E, 176.77 FEET; THENCE N45°38'E, 364.00 FEET; THENCE ON A CURVE TO THE LEFT OF RADIUS 591.50 FEET, WHOSE LONG CHORD BEARS N 33°31'00" E, 251.70 FEET; THENCE ON A CURVE TO THE RIGHT OF RADIUS 480.00 FEET, WHOSE LONG CHORD BEARS N61°25'30"W, 281.61 FEET; THENCE N44°22'W, 161.87 FEET; THENCE S45°38'00"W, 853.04 FEET; THENCE S44°22'00"E, 210.25 FEET; THENCE S88°09'30"W, 277.04 FEET; THENCE S1°33'00"W, 130.61 FEET; THENCE N88°09'30"E, 591.07 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, AND;

AND PRAIRIE INVESTMENTS, INC., AND/OR DON SIMON, INC., ARE THE OWNERS OF THE REMAINDER OF THE LOTS IN SAID SECOND ADDITION TO EMERALD TERRACE, WHICH SHALL BE SUBJECT TO ARTICLE ONE AND ARTICLE TWO ONLY OF THESE PROTECTIVE COVENANTS AND RESTRICTIONS

WHEREAS, IT IS DEEMED PROPER TO IMPOSE UPON LOTS IN SAID SUBDIVISION CERTAIN RESTRICTIONS, RESERVATIONS, LIMITATIONS AND COVENANTS HEREINAFTER SET FORTH FOR THE BENEFIT AND PROTECTION OF THE OWNERS, PRESENT AND FUTURE, OF LOTS IN SAID SUBDIVISION.

NOW THEREFORE, IT IS HEREBY DECLARED AND AGREED THAT THE FOLLOWING RESTRICTIONS, RESERVATIONS, LIMITATIONS AND COVENANTS BE AND THE SAME HEREBY ARE ADOPTED AND THAT ALL LOTS IN SAID SUBDIVISION SET FORTH ABOVE SHALL BE SUBJECT THERETO AS FOLLOWS,

## ARTICLE ONE

THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 1986, AT WHICH TIME THESE COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS BY VOTE OF A MAJORITY OF THE THEN OWNERS OF THE LOTS IT IS AGREED TO CHANGE OR AMEND THESE COVENANTS IN WHOLE OR IN PART.

IF THE PARTIES HERETO, OR ANY OF THEM, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS CONTAINED HEREIN, IT SHALL BE LAWFUL FOR PRAIRIE INVESTMENTS, INC., AND DON SIMON, INC., OR ANY OTHER PERSON OR PERSONS OWNING ANY REAL PROPERTY SITUATED IN THIS SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANTS AND EITHER TO PREVENT HIM OR THEM FROM SO DOING OR TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATION.

THE INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

## ARTICLE TWO

NO BUILDING SHALL BE ERECTED, PLACED OR ALTERED ON ANY BUILDING PLOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS, SPECIFICATIONS, GRADES, AND/OR ELEVATIONS AND PLOT PLAN SHOWING THE LOCATION OF SUCH BUILDING HAVE BEEN APPROVED IN WRITING AS TO CONFORMITY AND HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURES IN THIS SUBDIVISION, AND AS TO LOCATION OF THE BUILDING WITH RESPECT TO TOPOGRAPHY AND FINISHED GROUND ELEVATION, BY A COMMITTEE COMPOSED OF DON SIMON AND CURTIS SHARPEE OF SUN PRAIRIE, WISCONSIN, OR BY A REPRESENTATIVE DESIGNATED BY THE MEMBERS OF SAID COMMITTEE. IN THE EVENT OF DEATH OR RESIGNATION OF ANY MEMBER OF SAID COMMITTEE, THE REMAINING MEMBER OF MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH DESIGN AND LOCATION OR TO DESIGNATE A REPRESENTATIVE WITH LIKE AUTHORITY. IN THE EVENT SAID COMMITTEE, OR ITS DESIGNATED REPRESENTATIVE, FAILS TO APPROVE OR DISAPPROVE SUCH DESIGN AND LOCATION AS PROVIDED HEREIN IN THIS ARTICLE TWO OR FAILS TO DESIGNATE A REPRESENTATIVE WITH LIKE AUTHORITY WITHIN THIRTY (30) DAYS AFTER SAID PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO IT, OR IN ANY EVENT, IF NO SUIT TO ENJOIN THE ERECTION OF SUCH BUILDING OR THE MAKING OF SUCH ALTERATIONS HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, SUCH APPROVAL WILL NOT BE REQUIRED AND THIS COVENANT WILL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. NEITHER THE MEMBERS OF SUCH COMMITTEE, NOR ITS DESIGNATED REPRESENTATIVE SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THIS COVENANT. THE POWERS AND DUTIES OF SUCH COMMITTEE, AND OF ITS DESIGNATED REPRESENTATIVE SHALL CEASE ON AND AFTER TWENTY (20) YEARS. THEREAFTER, THE APPROVAL DESCRIBED IN THIS COVENANT SHALL NOT BE REQUIRED UNLESS PRIOR TO SAID DATE AND EFFECTIVE THEREON A WRITTEN INSTRUMENT SHALL BE EXECUTED BY THE THEN RECORD OWNERS OF A MAJORITY OF THE LOTS IN THIS SUBDIVISION AND DULY RECORDED APPOINTING A REPRESENTATIVE OR REPRESENTATIVES WHO SHALL THEREAFTER EXERCISE THE SAME POWERS PREVIOUSLY EXERCISED BY SAID COMMITTEE.

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NO BUILDING SHALL BE LOCATED NEARER TO THE FRONT LOT LINE THAN THIRTY (30) FEET OR NEARER TO THE SIDE LOT LINE THEN EIGHT (8) FEET, EXCEPT, THAT A GARAGE THIRTY (30) FEET OR MORE FROM THE FRONT LOT LINE OR THE HIGHWAY RIGHT-OF-WAY MAY BE LOCATED WITHIN FIVE (5) FEET, INCLUDING OVERHAND, FROM THE SAID LOT LINE. ON CORNER LOTS THE RULING FOR THIRTY (30) FEET ON THE FRONT SHALL ALSO APPLY ON THE SIDE FRONTING ON A STREET. THE REAR FIVE (5) FEET OF ALL LOTS SHALL BE KEPT FREE OF ANY PERMANENT OBSTRUCTION ON THAT PORTION OF ALL LOTS AS THE REAR FIVE (5) FEET OF EACH LOT IS SUBJECT TO AN EASEMENT FOR UTILITIES.

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THERE SHALL BE NO VALID COVEYANCE OF FRACTIONAL PARTS OF LOTS IN THIS PLAT EXCEPT ON THE WRITTEN CONSENT OF THE ARCHITECTURAL CONTROL COMMITTEE NAMED IN ARTICLE TWO (2) AND ANY SUCH COVEYANCE WITHOUT SUCH WRITTEN CONSENT SHALL BE DEEMED NULL AND VOID AND OF NO EFFECT WHATSOEVER. THE RECORDING OF AN AFFIDAVIT EXECUTED BY THE COMMITTEE SHALL CONSTITUTE EVIDENCE OF THE WRITTEN CONSENT NEEDED.

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#### ARTICLE NINE

EASEMENTS EFFECTING ALL LOTS ARE RESERVED AS TO THE REAR FIVE (5) FEET FOR UTILITY INSTALLATION AND MAINTENANCE.

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NO CHIMNEY, EXCEPT A CHIMNEY OF MASONRY CONSTRUCTION, SHALL BE PERMITTED TO BE CONSTRUCTED IN THIS PLAT.

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IN THE EVENT ANY PURCHASER OF LOTS WITHIN THIS PLAT FAILS TO COMMENCE CONSTRUCTION OF A RESIDENCE UPON SUCH LOT WITHIN FIVE (5) YEARS OF THE DATE OF PURCHASE, THE SELLERS HAVE THE OPTION TO PURCHASE BACK SUCH LOT AT THE ORIGINAL SELLING PRICE PLUS ASSESSMENTS PAID.

IN WITNESS WHEREOF, THE SAID PRAIRIE INVESTMENTS, INC., HAS CAUSED THESE PRESENTS TO BE SIGNED BY CURTIS SHARPEE, ITS PRESIDENT, AND COUNTERSIGNED BY JOHN D. KINDSCHI, ITS SECRETARY, AT SUN PRAIRIE, WISCONSIN, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED, THIS 8<sup>th</sup> DAY OF JANUARY, 1968.

SIGNED AND SEALED IN PRESENCE OF:

David Hanson  
David Hanson  
Dolores Kurth  
Dolores Kurth

PRAIRIE INVESTMENTS, INC.  
BY Curtis Sharpee  
CURTIS SHARPEE, PRESIDENT  
BY John D. Kindschi  
JOHN D. KINDSCHI, SECRETARY

STATE OF WISCONSIN )  
COUNTY OF DANE ) ss.

PERSONALLY CAME BEFORE ME, THIS 8th DAY OF January, 1968, CURTIS SHARPEE, PRESIDENT, AND JOHN D. KINDSCHI, SECRETARY, OF THE ABOVE NAMED CORPORATION TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH PRESIDENT AND SECRETARY OF SAID CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS OF SAID CORPORATION, BY ITS AUTHORITY.

William W. Morrison  
William W. Morrison  
NOTARY PUBLIC, DANE COUNTY, WIS.  
MY COMMISSION ~~xxxxxxxxxxxxxxxx~~  
expires November 18, 1968

IN WITNESS WHEREOF, THE SAID DON SIMON, INC., HAS CAUSED THESE PRESENTS TO BE SIGNED BY DONALD E. SIMON, ITS PRESIDENT, AND COUNTERSIGNED BY SHIRLEY GIETZEL, ITS SECRETARY, AT SUN PRAIRIE, WISCONSIN, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED, THIS 8th DAY OF January, 1968.

SIGNED AND SEALED IN PRESENCE OF:

Everette M Jones  
Everette M Jones

DON SIMON, INC.  
BY Donald E. Simon  
DONALD E. SIMON, PRESIDENT  
BY Shirley Gietzel  
SHIRLEY GIETZEL, SECRETARY

STATE OF WISCONSIN )  
COUNTY OF DANE ) ss.

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William W. Morrison  
William W. Morrison  
NOTARY PUBLIC, DANE COUNTY, WIS.  
MY COMMISSION ~~xxxxxxxxxxxxxxxx~~  
expires November 18, 1968

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INDEXED

Declaration of Protective  
Covenants and Restrictions

6/ 49  
2 1932

Office of Register of Deeds  
Dane County, Wisconsin

Received for Record Jan 9  
A. D. 1 1968 9:55 o'clock 2 M  
and recorded in vol. 2  
of Records on page 358  
Harriet H. Hays Register.

Don Simon  
1150 W. Main St.  
Sun Prairie

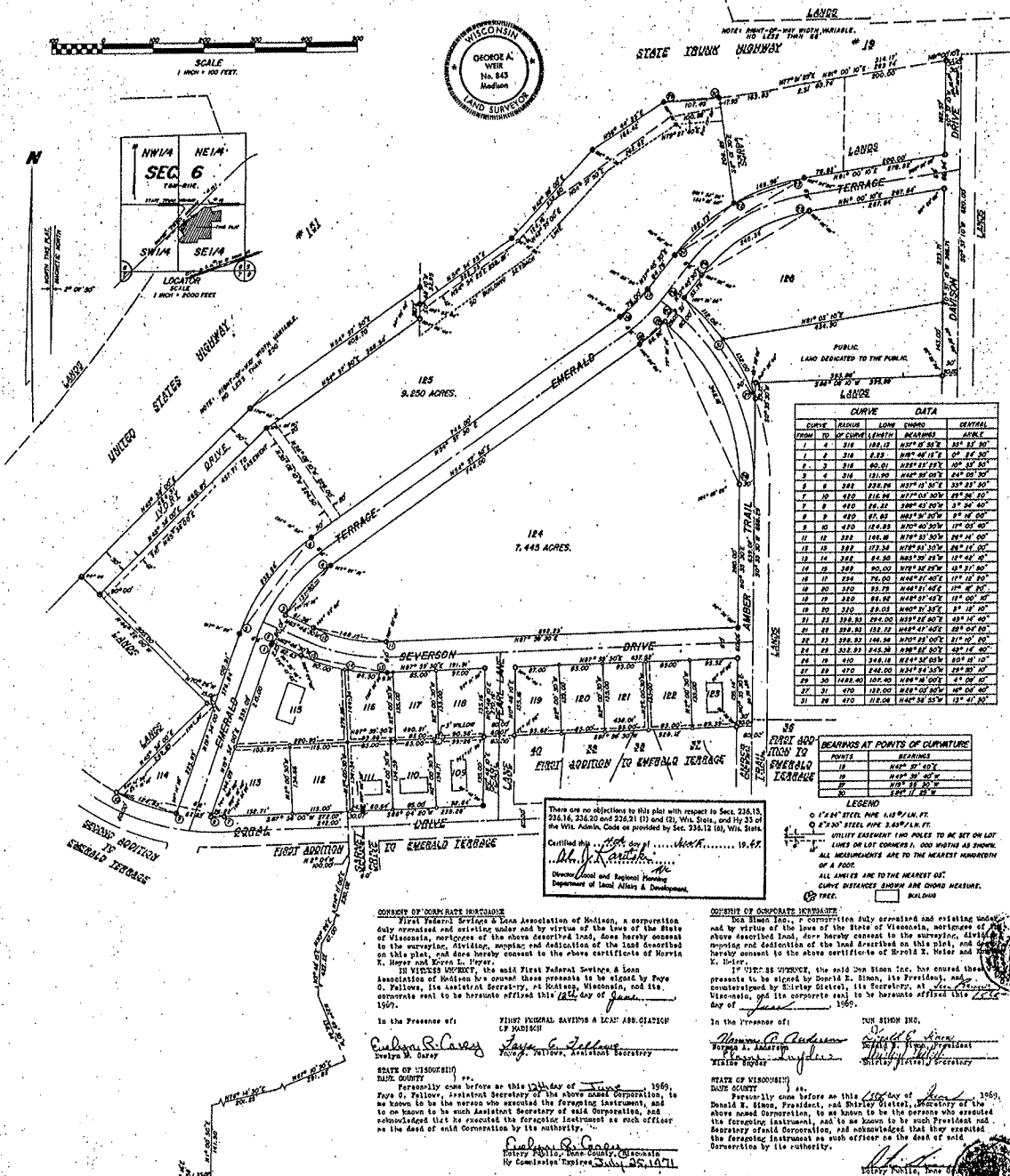
1935



# THIRD ADDITION TO EMERALD TERRACE

BEING A REPLAT OF LOT 76, FIRST ADDITION TO EMERALD TERRACE, ALSO  
BEING A PART OF THE SW1/4 AND NW1/4 AND NE1/4 OF THE SE1/4 OF SEC-  
TION 6, T8N-R11E CITY OF SUN PRAIRIE, DANE COUNTY, WISCONSIN

GEORGE A. WEIR SURVEYOR, S-843, 1968



CHORD	BEARING	CHORD	BEARING	CHORD	BEARING
1	216	100.00	S89°45'30\"	216	216
2	216	100.00	S89°45'30\"	216	216
3	216	100.00	S89°45'30\"	216	216
4	216	100.00	S89°45'30\"	216	216
5	216	100.00	S89°45'30\"	216	216
6	216	100.00	S89°45'30\"	216	216
7	216	100.00	S89°45'30\"	216	216
8	216	100.00	S89°45'30\"	216	216
9	216	100.00	S89°45'30\"	216	216
10	216	100.00	S89°45'30\"	216	216
11	216	100.00	S89°45'30\"	216	216
12	216	100.00	S89°45'30\"	216	216
13	216	100.00	S89°45'30\"	216	216
14	216	100.00	S89°45'30\"	216	216
15	216	100.00	S89°45'30\"	216	216
16	216	100.00	S89°45'30\"	216	216
17	216	100.00	S89°45'30\"	216	216
18	216	100.00	S89°45'30\"	216	216
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28	216	100.00	S89°45'30\"	216	216
29	216	100.00	S89°45'30\"	216	216
30	216	100.00	S89°45'30\"	216	216
31	216	100.00	S89°45'30\"	216	216
32	216	100.00	S89°45'30\"	216	216

POINTS	BEARINGS
1	S89°45'30\"
2	S89°45'30\"
3	S89°45'30\"
4	S89°45'30\"
5	S89°45'30\"

**LEGEND**  
 O 1/2\" STEEL PILE 1/2\" DIA.  
 Q 2\" DIA. STEEL PILE 2\" DIA.  
 U UTILITY EASEMENT 10\" WIDE TO BE SET ON LOT  
 L LINES OF LOT CORNERS, 500' WIDTH AS SHOWN  
 ALL MEASUREMENTS ARE TO THE NEAREST HUNDREDTH  
 OF A FOOT.  
 ALL DIMENSIONS ARE TO THE NEAREST 1/8\".  
 CURVE DISTANCES SHOWN ARE CHORD MEASUREMENTS.  
 BUILDING

There are no objections to this plat with respect to Sects. 216.15, 216.16, 216.20 and 216.21 (1) and (2), Wis. Stat., and Hy 23 of the Wis. Admin. Code as provided by Sec. 216.16 (4), Wis. Stat.

Certified this 10th day of June, 1968.

*George A. Weir*  
 Surveyor

Department of Local Affairs & Development

**CONSENT OF CORPORATE INCORPORATOR**  
 First Federal Savings & Loan Association of Madison, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, heretofore of the above described land, does hereby consent to the survey, subdivision, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of Morris K. Heller and Bruce M. Poyer.

**IN WITNESS WHEREOF**, the said First Federal Savings & Loan Association of Madison has caused these presents to be signed by Paul G. Feltow, its assistant secretary, at Madison, Wisconsin, and its corporate seal to be hereunto affixed this 10th day of June, 1968.

In the Presence of: *Paul G. Feltow*, Assistant Secretary

*Carlton R. Bales*  
 Surveyor

STATE OF WISCONSIN  
 DANE COUNTY  
 Personally came before me this 10th day of June, 1968, Paul G. Feltow, assistant secretary of the above named Corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Assistant Secretary of said Corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Corporation by its authority.

*Carlton R. Bales*  
 Notary Public, Dane County, Wisconsin  
 My Commission Expires 12/31/71

**CONSENT OF CORPORATE INCORPORATOR**  
 The Simon Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, heretofore of the above described land, does hereby consent to the survey, subdivision, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of Morris K. Heller and Bruce M. Poyer.

**IN WITNESS WHEREOF**, the said Simon Inc. has caused these presents to be signed by Donald E. Simon, its President, and countersigned by Shirley Giesler, its Secretary, at Sun Prairie, Wisconsin, and its corporate seal to be hereunto affixed this 10th day of June, 1968.

In the Presence of: *Donald E. Simon*, President  
*Shirley Giesler*, Secretary

STATE OF WISCONSIN  
 DANE COUNTY  
 Personally came before me this 10th day of June, 1968, Donald E. Simon, President, and Shirley Giesler, Secretary of the above named Corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation by its authority.

*Carlton R. Bales*  
 Notary Public, Dane County, Wisconsin  
 My Commission Expires 12/31/71

1235007  
35 0021  
Vol. 35-Pr-21

# THIRD ADDITION TO EMERALD TERRACE

BEING A REPLAT OF LOT 76, FIRST ADDITION TO EMERALD TERRACE, ALSO  
BEING A PART OF THE SW1/4 AND NW1/4 AND NE1/4 OF THE SE1/4 OF SECTION  
6, T8N-R1E CITY OF SUN PRAIRIE, DANE COUNTY, WISCONSIN.

GEORGE A. WEIR SURVEYOR, S-843, 1968

**CORPORATE OWNER'S CERTIFICATE OF INDICATION**  
 Prairie Investments Inc., a Corporation duly organized and existing under and by virtue of the laws of Wisconsin, as partial owner, does hereby certify that said corporation owned the land described on this plat to be surveyed, divided, re-platted and dedicated as represented on this plat.  
 The Common Council of the City of Sun Prairie, Dane County, Wisconsin, has caused these presents to be signed by Curtis J. Vitzthum, Secretary of said Corporation, and countersigned by Don Simon, its President, and its corporate seal to be hereunto affixed on this 25th day of July, 1969.

In Presence of:  
 DON SIMON, INC.  
 Curtis J. Vitzthum, Secretary  
 Don Simon, President  
 State of Wisconsin  
 DON SIMON, INC.  
 Curtis J. Vitzthum, Secretary  
 Don Simon, President  
 State of Wisconsin

**CITY TREASURER'S CERTIFICATE OF INDICATION**  
 I, G. V. Trankell, being duly elected, qualified and acting City Treasurer of the City of Sun Prairie, Wisconsin, do hereby certify that the above described land is not subject to any unpaid taxes or special assessments as of July 17, 1969, affecting the lands included in the plat of Third Addition to Emerald Terrace.

In Presence of:  
 G. V. Trankell, City Treasurer  
 State of Wisconsin

**CORPORATE OWNER'S CERTIFICATE OF INDICATION**  
 Board of Trustees of the East Wisconsin Annual Conference of the United Methodist Church, a Corporation duly organized and existing under and by virtue of the laws of Wisconsin, as partial owner, does hereby certify that said Corporation owned the land described on this plat to be surveyed, divided, re-platted and dedicated as represented on this plat.  
 The Common Council of the City of Sun Prairie, Dane County, Wisconsin, has caused these presents to be signed by Dr. James Danton, Chairman of said Corporation, and countersigned by James Danton, Secretary, and its corporate seal to be hereunto affixed on this 25th day of July, 1969.

In Presence of:  
 Board of Trustees of the East Wisconsin Annual Conference of the United Methodist Church  
 James Danton, Chairman  
 State of Wisconsin

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In Presence of:  
 G. V. Trankell, City Treasurer  
 State of Wisconsin

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In Presence of:  
 Board of Trustees of the East Wisconsin Annual Conference of the United Methodist Church  
 James Danton, Chairman  
 State of Wisconsin

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In Presence of:  
 G. V. Trankell, City Treasurer  
 State of Wisconsin

**CORPORATE OWNER'S CERTIFICATE OF INDICATION**  
 I, George A. Weir, Registered Land Surveyor, do hereby certify that the above described land I do hereby consent to the surveying, dividing, replating and dedication of the land described on this plat and to the above certificate of Harold E. Miller and Donald E. Meyer.  
 WITNESS the hand and seal of Don Simon, Inc., land contract vendee this 25th day of July, 1969.

In Presence of:  
 DON SIMON, INC.  
 Curtis J. Vitzthum, Secretary  
 Don Simon, President  
 State of Wisconsin  
 DON SIMON, INC.  
 Curtis J. Vitzthum, Secretary  
 Don Simon, President  
 State of Wisconsin

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In Presence of:  
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 James Danton, Chairman  
 State of Wisconsin

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In Presence of:  
 G. V. Trankell, City Treasurer  
 State of Wisconsin

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 The Common Council of the City of Sun Prairie, Dane County, Wisconsin, has caused these presents to be signed by Dr. James Danton, Chairman of said Corporation, and countersigned by James Danton, Secretary, and its corporate seal to be hereunto affixed on this 25th day of July, 1969.

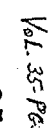
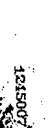
In Presence of:  
 Board of Trustees of the East Wisconsin Annual Conference of the United Methodist Church  
 James Danton, Chairman  
 State of Wisconsin

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In Presence of:  
 G. V. Trankell, City Treasurer  
 State of Wisconsin

**CORPORATE OWNER'S CERTIFICATE OF INDICATION**  
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In Presence of:  
 Board of Trustees of the East Wisconsin Annual Conference of the United Methodist Church  
 James Danton, Chairman  
 State of Wisconsin



Vol. 35 Pg. 22

95-0072

BUCKINGHAM SQUARE OWNERS ASSOCIATION

AMENDMENT OF ENABLING DECLARATION  
(Document #1368601 Filed 6-18-73 in Vol. 448 of Records, Page 52).

Resolved,

A M is amended and replaced with:

M In a voluntary conveyance the grantee must request a statement of all unpaid assessments against the grantor from the Board of Directors. The Board of Directors must provide the statement within 10 days from the request. The grantee will be liable for all unpaid assessments up to the amount provided in the statement by the Board and lien against the unit will be effective up to the same amount.

B T. is amended and replaced with:

T..No owner of a living unit shall sell or lease the same, or any part thereof, without first giving written notice of his intention to sell or lease to the Association. This paragraph shall not apply to a sale or lease by the Developer or to a sale by the Developer or to a sale by a Trustee on foreclosure or to the acquisition of title by a lender in lieu of foreclosure.

The above resolutions were adopted by the members of the Association on April 17, 1980 by unanimous vote as reflected in the minutes of that meeting and have been agreed to in writing by all mortgagees.

REGISTERS OFFICE  
DANE COUNTY, WIS. SS  
RECORDED ON

80 JUN 27 12: 48

Larry Aicher  
PRESIDENT

David Ginnell  
SECRETARY

2008 92  
Registrar of Deeds

Return:  
Buckingham Square Owners Ass'n, Inc.  
P.O. Box 352  
Sun Prairie WI 53590

DA 6 27 4 9 JUN 27

2.00 m

DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
4131825

11/11/2005 01:23PM

Trans. Fee:  
Exempt #:

Rec. Fee: 31.00  
Pages: 11

001321

*Name and return address*

Attorney Donald B. Bruns  
1865 Northport Drive, Ste B  
Madison, WI 53704

See attachment

*Parcel Identification Number*

AMENDED CONDOMINIUM DECLARATION BUCKINGHAM  
SQUARE CONDOMINIUM *Title of Document*



**AMENDED CONDOMINIUM DECLARATION**  
**BUCKINGHAM SQUARE CONDOMINIUM**

001322

WHEREAS, DON SIMON, INC., a Wisconsin corporation, Donald E. Simon, Donald L. Evans and Charles Jones, individually (all hereinafter referred to as "Grantor"), own certain real property herein described; and

WHEREAS, said Grantor has improved said property by constructing thereon 62 units in 8 multifamily buildings known as Buckingham Square Townhouses, said buildings having been constructed in accordance with plans and specifications, said plans being filed in the Office of the Building Inspector of the City of Sun Prairie, Wisconsin, and,

WHEREAS, said Grantor hereby establishes by this declaration a plan for the individual ownership of the real property estates consisting of the area or space contained in each of the units in said multifamily buildings and the co-ownership by the individual and separate owners thereof, as tenants in common, of all of the remaining real property which is hereinafter defined and referred to herein as the "common areas and facilities."

NOW, THEREFORE, said Grantor, the fee owner of the following described real property, to wit:

Part of Lot 125 and all of Lot 114 and part of vacated Ivory Drive of the Third Addition to Emerald Terrace. Also including part of the South ½ of Section 6, Township 8 North Range 11 East, all located in the City of Sun Prairie, Dane County, Wisconsin, more fully described as follows: Beginning at the Southeast corner of Lot 114, said Third Addition to Emerald Terrace; Thence N19°34'E, 319.93 feet; Thence N57°24'32"W, 329.86 feet; Thence S45°38'W, 288.42 feet; Thence S44°22'E, 222.17 feet; Thence on a curve to the left of radius 420 feet whose long chord bears S53°19'00"E, 129.42 feet; Thence on a curve to the left of radius 420 feet whose long chord bears S70°40'30"E, 124.85 feet to the point of beginning of this description.

Lots 79, 80, 81, 82, 83, 84, 85 and 86, Second Addition to Emerald Terrace, City of Sun Prairie, Dane County, Wisconsin.

Hereby makes the following declaration as to dividends, covenants, restrictions, limitations, conditions and uses to which the above described real property and improvements thereon, consisting of 62 units in 8 multifamily buildings and appurtenances, may be put, hereby specifying that said declaration shall constitute covenants to run with the land and shall be binding on said Grantor, its successors and assigns, and all subsequent owners of all of any part of said real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns:

- A. Said Grantor, in order to establish a plan of condominium ownership for the above described property and improvements, hereby covenants and agrees that it hereby divides said real property into the following separate freehold estates:
1. The 62 separately designated and legally described freehold estates consisting of the spaces or areas, being the area or space contained in the perimeter walls of each of the 62 units in said 8 multifamily buildings constructed on said property, said spaces being defined, and referred to herein, as "unit spaces."
  2. A free hold estate consisting of the remaining portion of the real property is described and referred to herein as the "common areas and facilities," which definition includes the 8 multifamily buildings and the property upon which they are located, and specifically includes, but is not limited to, the land, roof, main walls, parking spaces, community facilities, trees, pavements, pipes, wires, conduits, and other public utility lines.
- B. For the purpose of this declaration, the ownership of each "unit space" shall include the respective undivided interest in the common areas and facilities specified and established in "E" hereof, and each "unit space" together with the undivided interest is defined and hereinafter referred to as "family unit."
- C. A portion of the "common areas and facilities" is hereby set aside and allocated for the restricted use of the respective "unit spaces," as hereinafter designated, and as shown on survey attached hereto, and said areas shall be known as "restricted common areas and facilities." Such restricted common areas and facilities are reserved for the exclusive use of the unit to which they are appurtenant.
- D. The sixty-two (62) individual units hereby established and which shall be individually conveyed are described as follows:

DONNINGTON	SUSSEX	CARLISLE	BROUGHAM
#1559-(Type A)	#1543- (Type A)	#1531-(Type A)	#1515-(Type A)
#1557-(Type A)	#1541-(Type A)	#1529-(Type A)	#1513-(Type A)
#1555-(Type A)	#1539-(Type A)	#1527-(Type A)	#1511-(Type A)
#1553-(Type A)	#1537-(Type A)	#1525-(Type A)	#1509-(Type A)
#1551-(Type A)	#1535-(Type A)	#1523-(Type A)	#1507-(Type A)
#1549-(Type A)	#1533-(Type A)	#1521-(Type A)	#1505-(Type A)
#1547-(Type A)		#1519-(Type A)	#1503-(Type A)
#1545-(Type A)		#1517-(Type A)	#1501-(Type A)

KENILWORTH	TATTERSNALL	EDINBURGH	BUCKINGHAM
#1490-(Type A)	#1446-(Type A)	#1340-(Type A)	#1402-(Type A)
#1488-(Type A)	#1448-(Type A)	#1342-(Type A)	#1404-(Type A)
#1486-(Type A)	#1450-(Type A)	#1344-(Type A)	#1406-(Type A)
#1484-(Type A)	#1452-(Type A)	#1346-(Type A)	#1408-(Type A)
#1482-(Type A)	#1454-(Type A)	#1348-(Type A)	#1410-(Type A)
#1480-(Type A)	#1456-(Type A)	#1350-(Type A)	#1412-(Type A)
#1478-(Type A)	#1458-(Type A)	#1352-(Type A)	#1414-(Type A)
#1476-(Type A)	#1460-(Type A)	#1354-(Type A)	#1416-(Type A)

Each of the 8 multifamily buildings is two (2) stories in height, has a basement, is principally of wood frame construction, and contains the number of Units as indicated above. Each Type A Unit contains approximately 1,188 square feet and has a basement, living room, dining area, kitchen, three bedrooms, and one and one-half baths.

- E. The percentage of undivided interest in the common area and facilities appertaining to each Unit and its owner is as follows:

Type A – 1.61209%

The percentage of undivided interest in the common areas and facilities appertaining to each Unit established above has been determined as follows:

$$\text{Percentage of undivided interest} = \frac{\text{Unit Square Footage} \times 100}{\text{Total Square Footage of All Units}}$$

The common expenses of the property shall be distributed and shared among the owners of the respective Units according to the percentage of their undivided interest in the common areas and facilities.

- F. The property shall be administered and operated by an association known as “Buckingham Square Condominium Association (a/k/a Buckingham Square Owner’s Association),” hereafter called the “Association” and in accordance with the By-Laws of said Association. The affairs of the Association shall be managed by a Board of Directors consisting of such number of persons as provided for in the By-Laws. Each owner of a Unit shall be a member of the Association and there shall be one (1) vote for each Unit owned. At such time as an owner’s ownership interest in a Unit ceases for any reason, his membership in the Association shall automatically cease. The powers and duties of the Association shall include those set forth in this Declaration and those set forth in the By-Laws.
- G. The “restricted common areas and facilities” allocated for the restricted uses of the respective “family units” is as follows:

1. The patio adjacent to each unit is limited common area reserved for the use of that unit to the exclusion of other units.
- H. Said Grantor, its successors and assigns, by this declaration, and all future unit owners by their acceptance of their deeds, covenant and agree as follows:
1. That the "common areas and facilities" shall remain undivided, and no owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the condominiums.
  2. That the "family spaces" shall be occupied and used by the respective owners only as a private dwelling for the owner, his family, tenants and social guests and for no other purpose.
  3. The owner of the respective "family spaces" shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his respective "unit space" nor shall said owner be deemed to own pipes, wires, conduits or other public utility lines running through said respective "unit spaces" which are utilized for, or serve more than one "unit space," except as tenants in common with the other unit owners as heretofore provided in "E". Said owner, however, shall be deemed to own the walls and partitions which are contained in said owner's respective "unit space," and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc.
  4. The owners of the respective "family spaces" agree that if any portion of the "common areas and facilities" encroaches upon the "family space," a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. In the event a multifamily building is partially or totally destroyed, and then rebuilt, the owners of "unit spaces" in said building agree that minor encroachment of parts of the "common areas and facilities" due to construction shall be permitted and that valid easement for said encroachment and the maintenance thereof shall exist.
  5. That an owner of a "unit" shall automatically, upon becoming the owner of a "unit," be a member of Buckingham Square Condominium Association, hereinafter referred to as the "Association," and shall remain a member of said Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease.

6. That the owners of "family units" covenant and agree that the administration of the condominium shall be in accordance with the provisions of this Declaration, the Amended By-Laws of the Association which are made a part hereof and attached as Exhibit "B", and shall be subject to the terms of a Regulatory Agreement executed by the Association, which Agreement is made a part hereof and is attached as Exhibit "C".
7. That each owner, tenant or occupant of a "family unit" shall comply with the provisions of this Declaration, the Amended By-Laws, decisions and resolutions of the Association or its representative, and the Regulatory Agreement, as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due, for damages, or for injunctive relief.
8. That this Declaration shall not be revoked or any of the provisions herein amended unless all of the owners and the mortgages of all of the mortgages covering the "family unit" unanimously agree to such revocation or amendment by duly recorded instruments.
9. That no owner of a "family unit" may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by the abandonment of his "family unit."
10. The owner of each Unit shall (a) maintain in good condition and repair and replace all of the components or installations within or appertaining to the Unit, including, but not limited to all utility lines and installations, air-conditioners, fixtures, appliances, equipment, interior walls, partitions, flooring, ceilings, doors and windows (b) paint and decorate the perimeter and other walls and surface areas within the Unit and (c) keep and maintain in good condition and repair and replace the portion of the limited common areas and facilities appurtenant to his Unit.
11. The Association shall maintain in good condition and repair, replace and operate all other parts of the property, including, but not limited to, the foundations, roofs, exterior and other main walls and structural supports of the multifamily buildings, the utility lines, conduits, pipes, wires and ducts utilized in common and all of the common areas and facilities appurtenant to a Unit which are the obligation of the owner of a Unit to maintain.
12. An owner of a Unit shall in no case paint or otherwise decorate or change the appearance of any portion of the property outside his Unit

or make a change within his Unit which will affect the structural soundness of the building and shall report in writing to the Association any claimed need for the repairs (the responsibility for which is claimed to be that of the Association) within 48 hours of the instant such owner becomes aware, or should, in the exercise of reasonable caution, become aware, of such need. The failure to so report shall absolve the Association of any responsibility with reference to such claimed need.

13. The Association shall not make any alterations to the exterior of any of the multifamily buildings or make any other alterations or additions outside the area of any Unit without the affirmative vote or written consent of the owners of more than 50% of all the units.
  - I. All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any family unit shall constitute a lien on such family unit prior to all other liens except only (1) liens of general and special taxes, (2) all sums unpaid on a first mortgage recorded prior to the making of such assessment, and (3) mechanics' liens filed prior to the making of such assessment. Such lien may be foreclosed by suit by the manager or Board of Directors, acting on behalf of the owners of the family units, in like manner as a mortgage of real property. In any such foreclosure the family unit owner shall be required to pay a reasonable rental for the family unit, if so provided in the By-Laws, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The manager or Board of Directors, acting on behalf of the owners of the family units, shall have power, unless prohibited herein, to bid on the unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.
  - J. Where the holder of a first mortgage of record or other purchaser of a unit obtains title to the unit as a result of purchase or foreclosure of the first mortgage, such acquirer of clear title, his successors and assigns, shall be liable for the share of the common expenses or assessments by the Association chargeable to such unit which became due prior to the acquisition of title to such unit by such acquirer.
  - K. The respective "family units" shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days; or (b) any rental if the occupants of the "family unit" are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Other than the foregoing obligations, the owners of the respective "family units" shall have the absolute right to lease same provided that said lease is made subject to the covenants and restrictions contained in this Declaration

and further subject to the Amended By-Laws, Regulatory Agreement and Condo Rules in effect at the time any such lease is created. Furthermore, the "family unit" shall not be used to conduct at home businesses that would increase traffic ingress/egress by client or employee visits (i.e. daycare, accounting) in accordance with City of Sun Prairie, County of Dane, State of Wisconsin and/or any federal laws.

- L. Reconstruction or repair in the event of fire, casualty or disaster shall be in accordance with the following:
1. In the event of fire, casualty or any other disaster, the insurance proceeds, if sufficient to reconstruct or repair the buildings, shall be applied to such reconstruction or repair. Reconstruction or repair as used herein shall mean restoring the buildings to substantially the same condition in which they existed prior to the fire, casualty or other disaster. Such reconstruction or repair shall be controlled by the Board of Directors of the Association.
  2. If the insurance proceeds are insufficient to reconstruct or repair the buildings but are equal to at least ninety percent (90%) of the cost of said reconstruction and repair, then the buildings shall be reconstructed or repaired by the Board of Directors of the Association using the insurance proceeds, and the association owners shall be assessed for the deficiency.
  3. If the insurance proceeds are less than ninety percent (90%) of the cost to reconstruct or repair the buildings, then the determination as to whether or not to reconstruct or repair the buildings shall be made by a vote taken of the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least seventy-five percent (75%) of the total number of eligible to vote shall be required in order to reconstruct or repair the buildings, and such decision shall also provide that the members shall be assessed for the deficiency. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) day period, then the provisions of **Chapter 703, Wisconsin Statutes**, shall apply.
  4. Notwithstanding all of the foregoing, in the event seventy-five percent (75%) or more of the buildings are destroyed or substantially damaged, then the determination as to whether or not to reconstruct or repair the buildings shall be made by a vote taken of the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least seventy-five percent (75%) of the total number eligible to vote shall be required in order to reconstruct or repair the buildings. If the required number of members do not vote in favor of reconstruction or repair within said

ninety (90) day period, then the provisions of **Chapter 703, Wisconsin Statutes**, shall apply.

- M. In a voluntary conveyance the grantee must request a statement of all unpaid assessments against the grantor from the Board of Directors. The Board of Directors must provide the statement within 10 days from the request. The grantee will be liable for all unpaid assessments up to the amount provided in the statement by the Board and lien against the unit will be effective up to the same amount.
- N. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in the Wisconsin Unit Ownership Act (Wisconsin Statutes), this Declaration or in the By-Laws, shall be deemed to be binding on all owners of units, their successors and assigns.
- O. The Board of Directors of the Association shall obtain and continue in effect **"All Inclusive"** insurance coverage on the buildings upon the property in an amount equal to the maximum insurable replacement value, which amount shall be reviewed annually by the Board of Directors, affording protection against loss or damage by fire and such hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. Said insurance shall be for the benefit of the Association and the owners and their mortgagees as their interest may appear; provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustee for the owners and their mortgagees for the express purpose of reconstruction and repair as provided in Paragraph L hereof, or if it is determined in the manner as provided in Paragraph L hereof that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be applied as provided in Paragraph L hereof. The foregoing provisions of this paragraph are without prejudice to the right of any owner to obtain individual unit insurance; provided, however, that no owners shall be entitled to exercise his right to maintain individual unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy obtained by reason of the provisions of this paragraph. In addition to the insurance coverage that the Board of Directors of the Association shall obtain as provided above, the Board of Directors shall obtain public liability insurance in such amounts and with such coverage as it may deem suitable under the circumstances and may obtain such other insurance as it shall determine from time to time to be desirable. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense to be paid by assessments levied by the Association. Any damages caused to association property due to negligence and/or neglect by unit owners shall cause a minimum of the applicable insurance deductible to be charged to the offending unit owner(s).
- P. This declaration may be amended from time to time only by the affirmative



vote or written consent of owners of at least 75% of the family units. Any amendment to the declaration adopted from time to time shall be evidenced by an appropriate certification entitling the same to be recorded and shall not become effective until recorded in the office of the Register of Deeds, Dane County, Wisconsin.

- Q No owner of a family unit shall sell the same, or any part thereof, without first giving written notice to the Association of his intention to sell.
- R. The invalidity of any provision contained in this declaration by judgment or court order, shall in no way affect any other provision contained herein.

IN WITNESS WHEREOF, Buckingham Square Owners Association has caused these presents to be signed by Faith Thomas, its President, and countersigned by Melinda Ingold, its Secretary, this 20 day of September, 2005.

Signed and sealed in the presence of: Buckingham Square Owners Association

*Faith Thomas*  
 \_\_\_\_\_  
 Faith Thomas, President

*Melinda J. Ingold*  
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 Melinda Ingold, Secretary

Signatures notarized September 20, 2005

*Donald B. Bruns*  
 \_\_\_\_\_  
 Donald B. Bruns. My commission is permanent

Parcel Identification Numbers

001331

Unit Number	P.I.N
1340	081106428405
1342	081106428423
1344	081106428441
1346	081106428469
1348	081106428487
1350	081106428503
1352	081106428521
1354	081106428549
1402	081106428021
1404	081106428049
1406	081106428067
1408	081106428085
1410	081106428101
1412	081106428129
1414	081106428147
1416	081106428165
1446	081106429468
1448	081106429486
1450	081106429502
1452	081106429520
1454	081106429548
1456	081106429566
1458	081106429584
1460	081106429600
1476	081106429762
1478	081106429780
1480	081106429806
1482	081106429824
1484	081106429842
1486	081106429860
1488	081106429888
1490	081106429904

Unit Number	P.I.N.
1501	081106374008
1503	081106374026
1505	081106374044
1507	081106374062
1509	081106374080
1511	081106374106
1513	081106374124
1515	081106374142
1517	081106374160
1519	081106374188
1521	081106374204
1523	081106374222
1525	081106374240
1527	081106374268
1529	081106374286
1531	081106374302
1533	081106374320
1535	081106374348
1537	081106374366
1539	081106374384
1541	081106374400
1543	081106374428
1545	081106374446
1547	081106374464
1549	081106374482
1551	081106374508
1553	081106374526
1555	081106374544
1557	081106374562
1559	081106374580