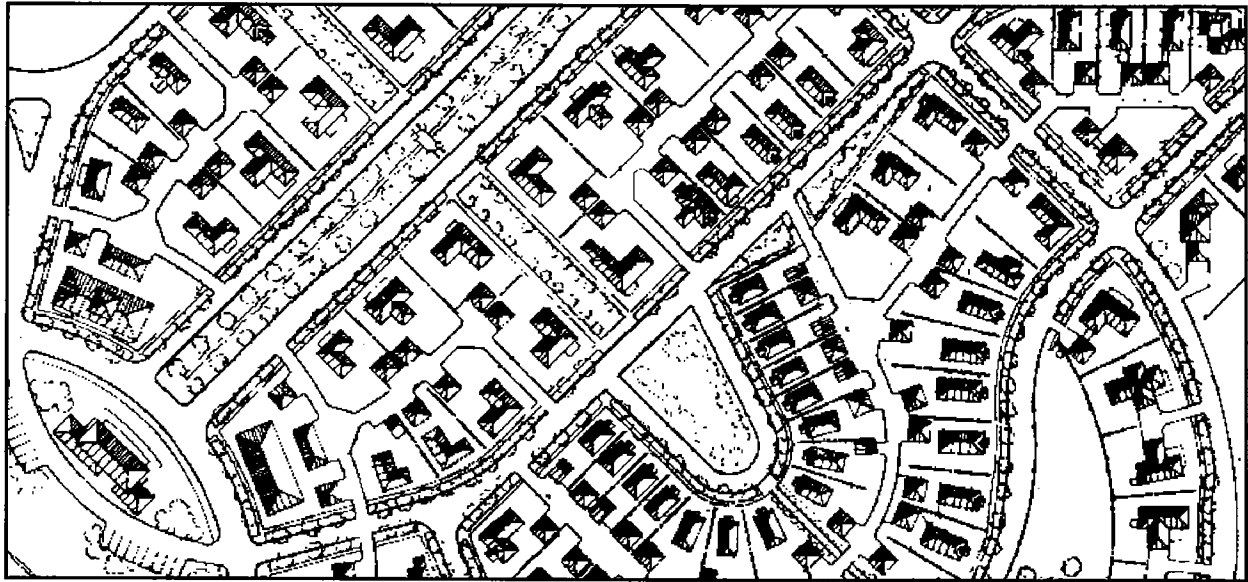


SECTION SEVEN  
DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS



DANE COUNTY  
REGISTER OF DEEDS

Doc No 2732872

1996-01-19 04:33 PM  
Trans. Fee 0.00  
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Pages 26

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This Declaration of Covenants, Conditions, and Restrictions (the "Declaration") is made this 17 day of January, 1996, by Middleton Hills, Inc. (hereinafter called "Declarant").

Return to: Middleton Hills, Inc.  
5105 University Avenue  
Madison WI, 53705

RECITATIONS

WHEREAS, Declarant is the owner of the Plat of Middleton Hills and the real estate that is legally described in Exhibit A attached hereto and incorporated herein by reference ("Real Property") and

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WHEREAS, Declarant desires to develop the Real Property as a residential neighborhood with a commercial area, public buildings, parks, playgrounds, open spaces, and certain common facilities for the benefit of the said neighborhood; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said neighborhood to beneficially protect and enhance the general health, safety and welfare of the citizens of Middleton Hills and to promote opportunities for enrichment of the quality of life of each resident of Middleton Hills. To this end, Declarant desires to subject the Real Property to the covenants, restrictions, easements, charges, and liens, hereinafter set forth, for the benefit of the Declarant and all parties hereafter having an interest in the Real Property.

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in Middleton Hills, to create an agency to which should be delegated and assigned the powers of maintaining and administering the Real Property and facilities and administering and enforcing the covenants and restrictions, not otherwise enforced, and collecting and disbursing the Assessments and charges hereinafter created; and

WHEREAS, Declarant shall incorporate under the laws of the State of Wisconsin, as a non-profit, non-stock corporation, Middleton Hill's Neighborhood Association, Inc., for the purpose of exercising the functions aforesaid:

DECLARATION

NOW, THEREFORE, the Declarant hereby declares that the Real Property is and shall be used, held, leased, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, all of which shall inure to the benefit of and shall pass with each Lot as covenants running with the land and shall apply to and bind all successors in interest, users and owners or any party having any right, title or interest in the Real Property encumbered by this document.

DEFINITIONS; PURPOSE AND INTENT

1.01. DEFINITIONS.

**Accessory Unit** shall mean the units that are located above garages as more particularly defined in the Middleton Hills Neighborhood Code and in the Middleton Hills regulating ordinances as set forth in the Specific Implementation Plan.

**Additional Property** shall mean any real property and improvements situated therein which Declarant may from time to time acquire, lying adjacent to or in close proximity with the Real Property (but which does not presently comprise any part of the Plat of Middleton Hills) which Declarant may from time to time submit and add to the provisions of this Declaration pursuant to the provisions of Section 2.02 below. Additional Property which Declarant presently has the right to acquire is described on Exhibit C attached hereto and incorporated herein.

**Articles of Incorporation** shall mean the Articles of Incorporation of the MHNA and all amendments thereto.

**Assessments** shall mean the monetary Assessments imposed on all Lots pursuant to this document. Assessments shall refer to both general and special Assessments as found in this document.

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**Board** shall mean Board of Directors, the governing body of the Association.

**Bylaws** shall mean the Bylaws of the Association, as the same may be amended from time to time.

**City** shall mean the City of Middleton and its agencies.

**Commercial Area** shall mean Lots 1-14 and 24 - 35 and Outlots 1-3 and 5-8 of the final plat dated September 1, 1995 and any portion of Additional Property that Declarant hereafter submits to and adds to the provisions of this Declaration as provided in Section 2.02 below.

**Commercial Association** shall mean any corporation or unincorporated association whose members are comprised entirely of Owners of Lots within the Commercial Area.

**Commercial Declaration** shall mean any instrument or document and any amendments thereto which are recorded in the Register of Deeds Office of Dane County, Wisconsin, with respect to any Commercial Area and which creates or imposes covenants, conditions, easements and restrictions with respect to such Commercial Area.

**Damage Escrow** shall mean the money that is delivered to Declarant to cover the cost of any repairs that Declarant/Association find necessary to make as a result of damage caused during Owner's construction.

**Declarant** shall mean Middleton Hills, Inc., its successors, transferees and assigns provided, however, that no successor, transferee or assignee of Declarant shall have any of the rights or obligations of Declarant as set forth in this document unless such rights or obligations are specifically set forth in the instrument of succession, transfer or assignment, or which pass by operation of law. Declarant hereby expressly reserves the right to appoint in writing a third party to act as agent to carry out Declarant's duties and responsibilities hereunder.

**Declarant's Rights and Obligations** shall mean those privileges and duties of the Declarant as set forth in Exhibit D, attached hereto and incorporated herein.

**Declaration** shall mean the covenants, conditions, restrictions, easements, charges, liens and all other provisions set forth in this entire document, as it may be amended from time to time.

**Designer/Builder** shall mean a person or entity in the design and/or building industry that acquires property for the purpose of building a residential structure for sale or lease in an arms length transaction.

**Development** shall mean the Real Property and all Improvements thereon and any of the Additional Property submitted to the provisions of this Declaration pursuant to Section 2.02 hereof.

**Documents** shall mean this document together with the Articles of Incorporation and Bylaws of the Middleton Hills Neighborhood Association, and the Middleton Hills Neighborhood Code, all of which are incorporated herein by reference and all of which may be amended from time to time pursuant to the provisions herein.

**Eligible Mortgage Holder** shall mean a holder of a first mortgage or deed of trust on a Lot or Living Unit who has requested notice from the Association of amendments to the Documents or other significant matters that would affect the interest of the mortgagee or beneficiary.

**Improvement** shall mean all Living Units, any building, structure or device constructed, erected or placed upon any Lot, which in any way affects the exterior appearance of any Lot. Improvements shall include, by way of illustration and not limitation, buildings, foundations, alleyways, driveways, walkways, paving, curbing, parking areas, trees, shrubbery, landscaping, fences, screening, walls, signs and any other artificial or man made changes or alterations to the natural condition of any Lot.

**Live/Work Area** shall mean Lots 15-23, 36-44, and 81-84 of the recorded plat and any portion of Additional Property that Declarant hereafter submits for addition to the provisions of this Declaration as provided in Section 2.02 below.

**Live/Work Association** shall mean any corporation or unincorporated association whose members are comprised entirely of Owners of Lots within the Live/Work Area.

**Live/Work Declaration** shall mean any instrument or document and any amendments thereto which are recorded in the Register of Deeds Office of Dane County, Wisconsin, with respect to any Live/Work Area and which creates or imposes covenants, conditions, easements and restrictions with respect to such Live/Work Area.

**Living Unit** shall mean any structure or portion of a structure within the Development designed and intended for use and occupancy by a single household, including accessory units, without limitation, apartment units, townhomes, and live/work units.

**Lot or Lots** shall mean a platted lot within the Development identifiable by reference to a name and lot number which has been expressly made subject to this Declaration. The term Lot does not include any Neighborhood Property that has been subjected to this document.

**Members** shall mean all persons who by virtue of their status as Owners are members of the Association.

**Middleton Hills** shall mean the Real Property, as described on the attached Exhibit A and Additional Property, as described on the attached Exhibit C, that the Declarant may, but is not obligated to, subject to the force and effect of this Declaration pursuant to an amendment hereto, but excluding lands now or hereafter dedicated to the City.

**Middleton Hills Architectural Review Committee (MHARC)** shall mean the body created pursuant to Section 4.01 hereof to monitor Neighborhood design and appearance concerns in order to safeguard the visual integrity of the Neighborhood.

**Middleton Hills Neighborhood Association (MHNA or Association)** shall mean the Middleton Hills Neighborhood Association, Inc., a Wisconsin, non-profit, non-stock corporation created under this Declaration, and its successors and assigns. The Owners of Lots or Living Units constructed thereon and upon Additional Property hereafter submitted to the provisions of this Declaration shall be Members of the Association which may be the existing Association referred to herein or a newly created association, if applicable.

**Middleton Hills Neighborhood Code (MHNC or Code)** shall mean the set of Urban, Architectural, and Landscape Regulations, the Regulating Plan, and the Design Review Process, as such may be modified from time to time. This Code shall be binding on all Owners of Middleton Hills and as noted above is incorporated herein by reference.

**Multi-Family Structure** shall mean a single structure that contains four (4) or more Living Units. Live/Work Units and Townhomes are specifically excluded from this definition.

**Neighborhood** shall mean the Development and the Owners of Middleton Hills.

**Neighborhood Property** shall mean that portion of the Real Property that is transferred from the Declarant to the Association and therefore owned or otherwise in the custody of the Association, as described on Exhibit B attached hereto and incorporated herein. The Neighborhood Property shall also include any Additional Property made subject to this Declaration pursuant to Section 2.02 hereof.

**Outlot** shall mean a plot or portion of land designated as an outlot on the Middleton Hills Plat, any subsequent plat that includes Additional Property, or any other recorded document that designates an outlot thereon and is incorporated into this Declaration. The Outlot shall be subject to such covenants, conditions and restrictions as are imposed thereon by the plat or other document creating the Outlot and such other covenants, conditions and restrictions as are herein declared or declared by a separate document.

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**Owner** shall mean the Owner of record of any Lot or Living Unit, whether one or more people or entities, regardless of the type of tenancy or estate, except that as to any Lot that is the subject of a land contract wherein the purchaser is in possession, the term Owner shall refer to the purchaser instead of the vendor, but shall not include the holder of any leasehold interest or any mortgage or lien prior to acquisition of legal or equitable title.

**Public Laws** means and refers to the laws of any governmental body with jurisdiction over Middleton Hills and the Middleton Hills Neighborhood Association.

**Quorum of Owners** shall mean the representation of fifty-one (51%) of all Owner votes entitled to be cast, by proxy or in person at a meeting convened for voting by Owners on an issue or issues.

**Real Property** shall mean that certain real property situated in Dane County, Wisconsin, that is more particularly described in Exhibit A attached hereto and incorporated herein. The Real Property shall also include any Additional Property made subject to this Declaration pursuant to Section 2.02 hereof.

**Specific Implementation Plan (SIP)** shall mean the zoning established for the Real Property by the Declarant with the City's approval and subject to the City's Planned District Development procedures.

**Successor-Declarant** shall mean any person, corporation, partnership or other entity to which Declarant expressly assigns or otherwise transfers all of Declarant's rights and obligations, or any successor to the Declarant by operation of law. The Successor-Declarant shall not be interpreted to mean any agent referenced above.

**Townhome Area** shall mean any portion of the Real Property which is Additional Property that Declarant has hereafter submitted to and added to the provisions of this Declaration as provided in Section 2.02 below and upon which Declarant intends that there shall be constructed attached townhomes.

**Townhome Association** shall mean any corporation or unincorporated association whose members are comprised entirely of Owners of Lots within any Townhome Area.

**Townhome Declaration** shall mean any instrument or document and any amendments thereto which are recorded in the Register of Deeds Office of Dane County, Wisconsin, with respect to any Townhome Area and which creates or imposes covenants, conditions, easements and restrictions with respect to such Townhome Area.

## 1.02. PURPOSE AND INTENT.

The general purpose and intent of this Declaration is:

To ensure that Middleton Hills will become and remain an attractive neighborhood, to preserve and maintain the natural beauty of the land; to ensure the most appropriate development and improvement of each Lot, including construction of attractive and harmonious improvements. To this end it is Declarant's intent that all improvements to the Lots as well as any design or visual changes to the exterior of the improvements thereon, shall be subject to the provisions and guidelines as set forth in the Middleton Hills Neighborhood Code and subject to the review and approval of the Middleton Hills Architectural Review Committee, as set forth in the Documents. Declarant intends to develop Middleton Hills in a manner that balances reasonable business objectives with appropriate social objectives. Specifically, it is Declarant's objective, on behalf of its business interests, and on behalf of all Owners of Middleton Hills to plan and develop Middleton Hills in a manner that not only significantly contributes to the quality of life for the residents of Middleton Hills, but that results in an exemplar to be followed by others involved in neighborhood planning, development, and management.

## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

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## PROPERTY SUBJECT TO THIS DECLARATION

## 2.01. GENERAL DECLARATION.

The Declarant hereby declares that the Real Property is and shall be subject to the covenants, conditions, restrictions, easements, charges, liens and regulations of this Declaration and the Real Property, any part thereof and each Lot, Living Unit, Commercial Area, Live/Work Area, Townhome Area and Neighborhood Property thereof shall be used, held, leased, transferred, sold, conveyed and occupied subject to the terms of this Declaration, all of which shall inure to the benefit of and shall pass with each Lot as covenants running with the land and shall apply to and bind all successors in interest, users and owners or any party having any right, title or interest in the Real Property encumbered by this document.

## 2.02. ADDITIONAL PROPERTY

(a) General. Declarant reserves the right, in its sole and absolute discretion, at any time and from time to time during the Declarants period of Rights and Obligations, to add and submit any Additional Property to the provisions of this Declaration and, to the extent any Additional Property is specifically submitted to the terms and provisions of the Declaration by Declarant, then any such Additional Property shall constitute part of the Real Property. Additional Property may be submitted to the provisions of this Declaration by an instrument executed by Declarant in the manner required for the execution of deeds and recorded in the Register of Deeds Office of Dane County, Wisconsin, which instrument shall be deemed an amendment to this Declaration (which need not be consented to or approved by any Association Member) and shall (a) refer to this Declaration stating the volume and page number in the Register of Deeds Office of Dane County, Wisconsin, where this Declaration is recorded, (b) contain a statement that such Additional Property is conveyed subject to the provisions of this Declaration or only specified portions thereof, (c) contain an exact description of such Additional Property and (d) state such other or different covenants, conditions and restrictions as the Declarant, in its sole discretion, shall specify to regulate and control the use, occupancy and improvement of such Additional Property. From and after the date on which the amendment to this Declaration is recorded in the Register of Deeds Office of Dane County, Wisconsin, submitting any Additional Property to the terms and provisions of this Declaration, the number of votes in the Association shall be increased as provided by this Declaration, as hereafter amended, or by the Bylaws of the Association, whichever is applicable. Notwithstanding anything provided in this Declaration to the contrary, (a) the provisions of this Section 2.02 may not be abrogated, modified, rescinded, supplemented or amended, in whole or in part, without the prior written consent of Declarant and (b) the rights reserved by Declarant pursuant to this Section 2.02 shall not be deemed to inure to the benefit of any transferee or purchaser of the Additional Property or any portion thereof, unless Declarant, in its sole discretion, transfers and conveys to such transferee or purchaser the rights reserved herein by express reference to Section 2.02 of this Declaration.

(b) Live/Work Association. It is presently contemplated that Declarant may establish additional Live/Work Associations that would be limited to the Owners of Lots or Living Units within the Live/Work Areas of such portion or portions of the Real Property which Declarant designates as Live/Work Areas in order to promote the health, safety and social welfare, as well as to provide for the maintenance of Living Units and/or common areas owned by such Owners and/or the Live/Work Associations established for such Live/Work Areas. Such Live/Work Areas may be subject to Live/Work Declarations which impose covenants and restrictions which are in addition to, but not in abrogation or substitution of, those imposed hereby and such Live/Work Associations may levy additional Assessments and make and enforce supplemental covenants, restrictions, rules and regulations with respect to all such Live/Work Areas. Notwithstanding anything provided herein to the contrary, all Lots and Living Units within such Live/Work Areas shall continue to be subject to the terms of this Declaration. The Live/Work Association shall, however; contribute to the expenses of the MHNA in such amount and in such manner as shall be agreed upon between the Declarant and the Live/Work Association. Such agreement, or reference thereto, shall be placed of record and shall be binding on the Live/Work Association and the MHNA and shall pass and run with title to each Lot.

(c) Townhome Association. It is presently contemplated that Declarant may establish additional Townhome Associations that would be limited to the Owners of Lots or Living Units within the Townhome Areas of such portion or portions of the Real Property which Declarant designates as Townhome Areas in order to promote the health, safety and social welfare, as well as to provide for the maintenance of Living Units and/or common areas owned by such Owners and/or the Townhome

## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

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Associations established for such Townhome Areas. Such Townhome Areas may be subject to Townhome Declarations which impose covenants and restrictions which are in addition to, but not in abrogation or substitution of, those imposed hereby and such Townhome Associations may levy additional Assessments and make and enforce supplemental covenants, restrictions, rules and regulations with respect to all such Townhome Areas. Notwithstanding anything provided herein to the contrary, all Lots and Living Units within such Townhome Areas shall continue to be subject to the terms of this Declaration. The Townhome Association shall, however, contribute to the expenses of the MHNA in such amount and in such manner as shall be agreed upon between the Declarant and the Townhome Association. Such agreement, or reference thereto, shall be placed of record and shall be binding on the Townhome Association and the MHNA and shall pass and run with title to each Lot.

(d) Commercial Association. It is presently contemplated that Declarant may establish additional Commercial Associations that would be limited to the Owners of Lots or Living Units within the Commercial Areas of such portion or portions of the Real Property which Declarant designates as Commercial Areas in order to promote the health, safety and social welfare, as well as to provide for the maintenance of Living Units and/or common areas owned by such Owners and/or the Commercial Associations established for such Commercial Areas. Such Commercial Areas may be subject to Commercial Declarations which impose covenants and restrictions which are in addition to, but not in abrogation or substitution of, those imposed hereby and such Commercial Associations may levy additional Assessments and make and enforce supplemental covenants, restrictions, rules and regulations with respect to all such Commercial Areas. Notwithstanding anything provided herein to the contrary, the Owner of any Lot within any Commercial Areas of the Real Property shall not be a member of the MHNA and all Lots and Living Units within such Commercial Areas shall continue to be subject to the terms of this Declaration. The Commercial Association shall, however, contribute to the expenses of the MHNA in such amount and in such manner as shall be agreed upon between the Declarant and the Commercial Association. Such agreement, or reference thereto, shall be placed of record and shall be binding on the Commercial Association and the MHNA and shall pass and run with title to each Lot.

## ASSOCIATION

## 3.01. ESTABLISHMENT OF THE ASSOCIATION.

The Declarant shall incorporate, within six months of the recording of this Declaration, a Wisconsin non-profit, non-stock corporation to be known as the Middleton Hills Neighborhood Association, Inc. The Declarant and each Owner shall be a member of the Association. Every Owner shall be deemed to be vested with such rights and obligations as provided for in this Declaration. In conjunction with the Middleton Hills Neighborhood Code the Association will oversee the needs of its members and protect the integrity of the development. Additional duties of the Association shall include enforcement of the intent and provisions of this Declaration as herein set forth, ownership, operation, and maintenance of the Neighborhood Property and such other responsibilities as are prescribed by law or identified in the Documents, as any may be amended from time to time. The Association will possess the power to fix, levy, collect and enforce payments, and/or Assessments by any lawful means to pay for an office, licenses, taxes or government charges levied against the property and all other expenses incidental to the conduct of the business of the Association. Furthermore, the Association will legislate and adjudicate binding Neighborhood Codes regarding common space, parking, pets, and other aspects of daily activities in order to provide for the common good.

## 3.02. ORGANIZATIONAL STRUCTURE OF THE ASSOCIATION.

(a) The Board of Directors. The affairs of the Association shall be governed and administered through a governing structure consisting of a Board of Directors and a President.

(b) Duties of the Board. The duties, powers, and responsibilities of the Board are as set forth in this Declaration, in the Articles of Incorporation, the Bylaws of the Association and the Middleton Hills Neighborhood Code.

## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

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(c) President. As more fully set forth in the Bylaws, the Owners shall elect a President whose principal purpose and function shall be to carry out the policies of the Board of Directors and to act upon and fulfill such powers and duties as are imposed upon the office of the President by the Documents.

## 3.03. MEMBERSHIP AND VOTING.

(a) Eligibility. Membership in Middleton Hills is a right that arises when a person becomes an Owner of record of a Lot or Living Unit in Middleton Hills. For a person to have all rights and benefits pertaining to membership in the Association, as set forth in the Documents and as provided by the laws of the State of Wisconsin, such person shall register his/her name with the Association. Failure to do so shall not deny an Owner the benefits nor relieve an Owner from the obligations provided for in the Documents.

(b) Voting. To be entitled to vote in matters arising before the Association, Owners must be in good standing with the Association. An Owner to be in good standing must have registered with the Association and must be current to within thirty (30) days of the due date as to any financial obligations to the Association. Each Lot carries the right of one vote to be determined by all whose names appear of record on the title to a Lot. No such vote is valid without all Owners of a Lot joining in registering the single vote that ownership of that Lot permits. Duly appointed estate personal representative or others with an appropriate power of attorney may execute a vote for an Owner. An Owner's voting rights shall be appurtenant to each Lot and shall not be assigned, conveyed or transferred in any way except upon transfer of an ownership interest in the Lot and then only to the transferee, or as otherwise provided in the Documents. The voting rights set forth herein shall apply upon the addition of any of the Additional Property to this Declaration. The Declarant shall reserve veto power during the Declarant's Rights and Obligations period, with respect to any and all matters that in Declarant's sole determination affect the integrity and the intent of the Declarant as to Middleton Hills.

(c) Multi-Family Structure. Any provision of the Documents to the contrary notwithstanding, The Owner of a Multi-Family Structure offered on a rental basis shall be entitled to a vote equal to one (1) vote per every four (4) units within a Multi-Family Structure.

(d) Voting Districts. The Association through actions of the Board, may establish voting districts that provide for representation by voting district on the Board

## 3.04. OBLIGATIONS OF THE ASSOCIATION

(a) General. The responsibilities of the Association, in addition to duties and obligations as set forth in the Documents and subject to the rights of the Owners as set forth in this Declaration, include but are not limited to the following:

1. Landscape Easements. The Association shall have the duty to maintain any landscape and signage easements held by the Association in a clean and attractive condition, including, but not limited to fertilizing, mowing, weeding, irrigation and replacement of any damaged trees.
2. Outlots. The Association shall have the duty to maintain the Outlots owned by the Association, as described in Exhibit B in a clean and attractive condition, including, but not limited to maintenance of any alleys in a reasonably safe and passable condition, reasonably free from snow, ice or obstruction, within a reasonable time after acquiring knowledge thereof.

## 3.05. COMMON EXPENSES AND ASSESSMENTS

(a) Authority. The Association, through actions of the Board, shall be empowered to levy Assessments upon Lot Owners and their Lots for funding costs, including reserves, expenses, and liabilities of all lawful activities undertaken by the Association and that are in support of and consistent with the purposes and provisions of the Documents. The procedures for levying and collecting Assessments shall be as determined by the Board as prescribed below and more particularly in the Articles of Incorporation and Bylaws for the Association.



## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

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- (b) General Assessment Class I. Except as otherwise provided herein, all Owners of Lots that are serviced by alleys in Middleton Hills shall pay General Assessment Class I rates commencing upon substantial completion of the Living Unit on such Lot.
- (c) General Assessment Class II. All Owners of Lots in Middleton Hills that are serviced by driveways and all Owners of Lots that are in Townhome Areas and Owners of Lots that are in Live/Work areas shall pay General Assessment Class II rates commencing upon substantial completion of the Living Unit on such Lot. The Assessment shall be equal to fifty percent (50%) of the Class I General Assessment rate for each Living Unit.
- (d) General Assessment Class III. All Owners of Lots in Middleton Hills that contain Multi-Family Structures shall pay General Assessment Class III rates commencing upon substantial completion of the Multi-Family Structure on such Lot. The Assessment shall be equal to One Class I General Assessment for every four (4) units, to include fractions and/or multiples thereof, within a Multi-Family Structure.
- (e) General Assessment Class IV. In recognition of the different level of services and benefits that may be provided to the Owners of Lots used exclusively for nonresidential purposes, all Owners of Lots in Middleton Hills that are used exclusively for nonresidential purposes shall pay General Assessment Class IV rates in lieu of General Assessment Class I rates. General Assessment Class IV rates shall generally be computed by the Board upon the total square footage of all nonresidential structures on each Lot used exclusively for nonresidential purposes, provided that the Board may also consider other factors which are appropriate to establish an equitable distribution of Assessments among all nonresidential Lots.
- (f) Establishment of General Assessments. The General Assessments imposed upon Owners shall be derived from the budget adopted from year to year by the Board in accordance with the Bylaws. For the duration of Declarant's Rights and Obligations, Declarant shall not be liable for Assessments but shall be liable for payments for Declarant's proportionate share of services utilized.

The Association may increase or decrease the General Assessment rate otherwise applicable to specific Lots or Living Units to such amount as the Board shall deem appropriate in relation to the level of services and benefits available to, and anticipated to be utilized by the Owners of such Lots or Living Units and the cost to the Association of providing such services and benefits in accordance with the provisions of the Documents.

- (g) Other Assessments the Association May Levy. The Association may levy Assessments against the Lot of an Owner, who has been found through due process as provided for in the Documents, to have committed an action, or failed to take an action, which is contrary to the Documents and which has resulted in monetary cost to another Lot Owner or the Association. Such cost determination may include both direct as well as such consequential costs as legal fees, increased insurance rates, and additional administrative costs. Owners shall also have ultimate responsibility for damages sustained by the Association as a result of actions or omissions by Owner's guests or lessees.

## 3.06. PAYMENT OF ASSESSMENTS

- (a) Timing. Each Lot Owner shall promptly pay, when due, all Assessments levied by the Board against such Lot and the Owner. All Assessments shall become due at such times and in such manner as the Board may determine in its sole and absolute discretion (in a lump sum or in installments). Time is of the essence with respect to all payments.
- (b) Joint and Several. All Co-Owners of a Lot shall be jointly and severally liable for all Assessments levied against the Lot, regardless of the type of tenancy, estate or interest in the Lot (whether as joint tenants, tenants-in-common, land contract purchaser(s), or otherwise).

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## 3.07. DELINQUENT ASSESSMENTS: INTEREST, LIEN AND COLLECTION

(a) Obligation. The obligation of each Owner to pay to the Association any assessment levied upon his Lot, together with interest, costs, late fees, reasonable attorney's fees and all other reasonable charges imposed by the Association in accordance with the Documents shall be the personal obligation of each Owner. All Assessments that are not paid when due shall bear interest at the lesser of 18 % per annum, or the maximum rate as may then be permitted by law, from the date due until the assessment is paid in full and shall be a continuing lien against the Lot of each such Owner until satisfied, with such lien having priority over all other liens except those statutorily provided as being superior or that of a lender with standing as a first mortgagee. The lien granted hereunder shall also cover and include all interest accruing on delinquent Assessments, plus costs, expenses and attorney's fees for collection. Non-residency of an Owner or non-use of services, shall not relieve any Owner of assessment obligations.

(b) Collection. The Association (through the Board) shall have the exclusive right and power to collect or enforce collection of all Assessments levied by the Board and shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or to foreclose the lien for such Assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage). The Board shall have the right to record a document with the Register of Deeds of Dane County giving notice of a lien for any unpaid assessment. Failure to file any such notice shall not impair the validity of the lien. The Board shall have the right at any time to notify all Lot Owners within Middleton Hills of the delinquency of any Lot Owner.

(c) Transfer. An Owner's personal obligation for outstanding Assessments and money claims that have arisen during ownership of a Lot shall survive conveyance of such Lot to another Owner. The lien for such Assessments and money claims shall also survive transference of title as a lien against the property, such that in the event the obligation is not promptly satisfied by the former Owner, the obligation for prompt payment shall become that of the successor Owner, unless the successor Owner is a lender who assumed title through foreclosure, or a deed in lieu of foreclosure. Successor Owner, other than a lender as described above, by taking title to the Lot thereby consents to become obligated by the existing liens.

## MIDDLETON HILLS ARCHITECTURAL REVIEW COMMITTEE

## 4.01. ESTABLISHMENT OF MIDDLETON HILLS ARCHITECTURAL REVIEW COMMITTEE.

A regulatory body is hereby established, to be known as the Middleton Hills Architectural Review Committee to encourage the architectural harmony and to maintain the visual integrity of the Neighborhood and to review and approve applications by Owners for initial construction of improvements as well as any design or visual changes to the Lots and/or the improvements located thereon. The MHARC shall consist of individuals appointed by the President of the Association for a term not to exceed two years with approximately 50% of the positions filled on an annual basis. Initially, however, the MHARC shall be comprised of individuals selected by the Declarant. A schedule of reasonable fees may be established by the Board for defraying costs of administering applications.

## 4.02. DUTIES OF THE MIDDLETON HILLS ARCHITECTURAL REVIEW COMMITTEE.

The MHARC shall be charged with the rights and obligations specifically set forth in this Declaration and as found elsewhere in the Documents. No structure shall be erected or altered until the proposed site plan, building plans, and construction materials have been approved by the MHARC and the necessary Municipal approvals obtained. The MHARC shall serve to interpret and make recommendations on proposed new construction and design and visual changes, based upon design standards established by the Board and in accordance with guidelines and procedures for interpreting and applying design standards set forth in the MHNC. The MHARC may not establish design standards, but as permitted by the Board, it may establish guidelines and procedures for interpreting and applying design standards. The MHARC shall provide interpretive advice to the Board when requested, to aid in findings on alleged violations of design standards.

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## 4.03. ENFORCEMENT POWERS.

Should a violation occur, the MHARC, through the Board, has the right to injunctive relief requiring the Owner to stop, remove, and/or alter any improvements in a manner that complies with the standards established by the MHARC. Approval by the MHARC does not relieve an Owner of his obligation to obtain any government approvals. If such approvals are required and are not obtained by the Owner, the MHARC and/or the applicable government agency may take whatever actions are necessary against the Owner to force compliance.

## 4.04. RIGHTS OF APPLICANTS TO APPEAL ADVERSE DECISIONS.

If an application has been denied, or the approval is subject to conditions which the Owner feels are unacceptable, the Owner may request a hearing on the matter before the MHARC. The MHARC will consider the arguments and facts presented by the Owner and notify the Owner of its final decision within ten (10) days of the hearing. If the Owner is still dissatisfied, the Owner has the right to appeal the recommendation of the MHARC to the Board in accordance with procedures established for such appeals in the Documents. A decision of the Board shall be considered final.

## 4.05. LIMITATIONS OF RESPONSIBILITIES

The primary goal of the MHARC is to review the submitted applications, plans, specifications, materials, and samples in order to determine if the proposed structure conforms with the MHNC. The MHARC does not assume responsibility for the following:

1. The structural adequacy, capacity, or safety features of the proposed structure or improvement.
2. Soil erosion, non-compatible or unstable soil conditions.
3. Compliance with any or all building codes, safety requirements, and governmental laws, regulations or ordinances.
4. The performance or quality of work by any contractor.

**MIDDLETON HILLS NEIGHBORHOOD CODE**

## 5.01. PURPOSE OF MIDDLETON HILLS NEIGHBORHOOD CODE.

The MHNC consists of the Architectural, Urban, and Landscape Regulations, the Regulating Plan, and the Design Review Process. The MHNC sets forth the development parameters and regulatory standards that shall be binding on all Owners in Middleton Hills. The MHNC is supplemented by the Middleton Hills Additional Regulating Ordinances that appear in the Specific Implementation Plan (SIP) and Public Laws. The MHNC has been devised to ensure maximum opportunities for individual creativity while at the same time maintaining a consistent thematic harmony throughout Middleton Hills as it is developed. It is anticipated that the MHNC may be modified from time to time in order to optimally benefit from individualistic design expressions. The MHNC may be modified in order to accommodate and respond to changes in technological, economic, environmental, legal, and social conditions that emerge and that may beneficially or adversely affect the development, marketing or neighborhood operations.

**PROTECTIVE COVENANTS**

## 6.01. ACQUISITION OF REAL PROPERTY.

Lots shall be sold pursuant to the plans and intentions of the Declarant. Once final building permits and requisite approvals are issued, all work shall be constructed in conformance with the approved plans and shall be substantially complete as to all exterior items, including landscaping, within fifteen (15) months of the date of the closing. Substantial completion shall

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be defined as that point at which an occupancy permit is obtained from the City of Middleton. The Board may, in its sole discretion, grant a waiver of up to an additional six (6) months to achieve substantial completion in the event the delay has been caused primarily by factors beyond the control of the Lot Owner and his/her contractors.

## 6.02. CONSTRUCTION.

Any home, garage, or other structure or improvement to the Lot of any kind shall be installed, erected, constructed or placed on the Lot (or altered or changed with respect to layout, location or exterior design, appearance, color or composition) pursuant to the relevant provisions in the Documents. Any Accessory Units shall be constructed concurrent with the construction of the primary residence. Any Lot Owner who causes or allows any improvements to be constructed, installed, placed or altered on the Lot without obtaining the appropriate and requisite approvals from the MHARC and/or the Association shall be required to remove such improvement (or restore such alteration) in its entirety at the Lot Owner's expense. During the construction of any improvements or Living Units all Lots and Living Units shall be maintained in a clean condition, free of debris and waste material. Any damage to improvements installed by the Declarant or an adjacent Lot Owner, during the construction phase, shall be the sole obligation of the Lot Owner causing the damage. The improvements subject to this provision shall include but not be limited to, sidewalks, terraces, curbs, bituminous surfaces, trees, and lightpoles. The Owner shall be obligated to repair or reconstruct the damaged area on or before receipt of a certificate of occupancy unless the Board grants a waiver based upon a finding of hardship. In the event the Owner fails to repair the damage, the Board may, at its option, after giving the Owner ten (10) days written notice, make repairs in a reasonable and workman-like manner. The cost of such repair referred to above shall be assessed against the Lot Owner causing the damage as provided for in Section 3.05(g) hereof.

## 6.03. VARIANCES.

The Board is authorized to grant a variance from any provision of this Declaration and the Documents (1) where such variance will assist in carrying out the intent and spirit of the Documents and (2) where strict application of the provision would result in a particular hardship to the person seeking the variance.

## 6.04. USES OF PROPERTY.

Uses of Real Property and all activities in Middleton Hills shall be subject to all relevant Public Laws and the Documents, and in particular, the protective covenants provided for in this Article. The Association may add to this Declaration additional provisions and restrictions relating to the use of Real Property and all activities within the Development, which are consistent with the Documents. The Association provisions regarding permitted uses include without limitation the following:

(a) Vehicles. Standard private passenger vehicles, including passenger vans are permitted on Lots provided they bear current license plates, are in operating condition, and are parked on paved surfaces. No inoperable, unlicensed, dilapidated, severely rusted, unpainted or junk vehicles of any nature may be kept upon any Lot except in a fully enclosed garage. Any vehicle maintenance and repair work of any nature may not take place on or in front of said Lots except in the rear of the Property or in an enclosed garage. The storage of service vehicles owned or operated by residents of the home and/or, boats, trailers, travel trailers, campers or recreational vehicles of any nature is prohibited in the front, side or rear yard or street or on any vacant lot. The temporary storage of such vehicles in the front yard/street for the purpose of loading or unloading for a period not to exceed twenty-four (24) hours is permitted. Such recreational vehicles shall not be used or operated on any Lot or otherwise within Middleton Hills, except on dedicated streets in accordance with applicable traffic laws. No automobiles, trucks or other vehicles shall be parked on lawns at any time. No commercial type vehicles greater than nineteen feet in length, including trucks, semi-trailers or trailers, may be stored or parked overnight on or in front of said Lots except in an enclosed garage. Notwithstanding the foregoing, construction related vehicles may be used by the Declarant and Designers and Builders during the Declarant's Rights and Obligations period.

(b) Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot. Conventional household pets are permitted subject to the condition that the pet(s) is/are not allowed to unreasonably annoy and/or disrupt the

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normal residential occupancy of the neighborhood or constitute a hazard to public health or safety. No animal enclosure, house, pen or fences or similar device shall be placed upon any lot without the prior written approval of the MHARC which may require special landscaping and screening.

(c) Easements/Drainage. No structure, planting, or other materials shall be placed or permitted to remain within any easement of record which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easement. The easement area of each Lot and all Improvements in it shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority or utility company is responsible. No drainage swale shall be graded or obstructed so as to impede the flow of water from other Lots or Outlots through such swale.

(d) Nuisances. No noxious, odoriferous, or offensive 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 or which may have a detrimental effect on the value of other Lots and /or Improvements. Noxious activities include those that tend to offend people acoustically, olfactorily or visually according to standards provided for in the Documents and according to common traditions as to acceptable social norms.

(e) Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

(f) Signs. All signs intended for display on any Lot or Outlot, including real estate signs, and those employed by Declarant and Designers and Builders in connection with their respective sales and leasing programs, shall be subject to the approval of the MHARC and the City of Middleton, if applicable. The Declarant may erect permanent signage at the entrances identifying the Neighborhood.

(g) Trash and Refuse. Trash and refuse storage on Lots and the exterior of Living Units, shall be done in accordance with the MHNC. Trash, garbage, or other waste shall be kept in clean sanitary containers. Trash, building materials, debris, leaves, lawn clippings, rocks or earth shall not be placed in any Outlot. No outdoor burning of trash, garbage, leaves, wood, shrubbery or other materials shall be permitted on any portion of the Development.

(h) Sight Distance at Intersections. All shrubs, fences, walls, hedges, or trees shall be planted or constructed in conformance with the MHNC.

(i) Property Separation. All Owners who construct any wooden, brick, stone, or other similar fence and/or wall shall do so subject to the provisions of the MHNC. All Owners who have Lot lines that abut public green spaces shall construct a fence/stone wall/hedge/separation between the public and private areas. All such separation between uses shall be of the height and guidelines as set forth in the MHNC.

(j) Outbuildings. All outbuildings, as defined in the MHNC, shall be installed, erected, constructed or placed on the Lot (or altered or changed with respect to layout, location or exterior design, appearance, color or composition) pursuant to the relevant provisions in the Documents and with the prior written approval of the MHARC. Only one (1) outbuilding per Lot shall be allowed.

(k) Garages with Driveway Conditions. For Lots with driveway conditions, Owners are generally required to (1) set the garage back 20 feet from the face of the house, and are encouraged to (2) rotate garage orientation to the side of the lot away from the street and (3) keep garage doors closed whenever the garage is not in use.

(l) Antenna/Wind Powered Electric Generators. All windpowered electric generators, exterior television, radio receiving, or transmission antennae, satellite signal receiving station or dish shall be placed or maintained upon any portion of a Lot only with the prior written approval of the MHARC.

(m) Firewood Storage. Firewood or wood piles kept outside a structure, shall be neatly stacked, placed in a non-street side yard and screened from street view by plantings or a fence approved by the MHARC.

- (n) Solar Collectors. Installation of solar collectors or apparatus shall be flat against or parallel to the plane of the roof as set forth in the MHNC. Use of solar collectors and/or apparatus must be approved by the MHARC.
- (o) Mailboxes. Mail delivery shall be to a neighborhood delivery and pick up center. No mailbox or newspaper box shall be installed in the municipal right of way. In the event the determination is made that mail delivery shall be to individual homes, all delivery shall be to mailboxes placed in alley terraces. For Lots with driveway conditions, mailboxes shall be installed in the terrace in the front of the Lots.
- (p) Lighting. Builder or Owner shall hardwire lighting on garages that abut alley ways. Such fixtures shall contain a photoelectric cell. The Owner shall at all times keep the photoelectric cell within the lamp in good working order such that the fixture can be illuminated during all periods of darkness. All exterior lighting of all Lots shall be of such focus and intensity so as to not cause a disturbance to residents of adjacent Lots.
- (q) Exterior Maintenance. The structures and grounds of each Lot shall at all times be maintained in a neat and attractive manner pursuant to the provisions in the MHNC. Owner shall be responsible for the maintenance of the sidewalks, street terraces, and alley terraces abutting Lots, where applicable. Upon the Owner's failure to maintain the exterior of any structure in good repair and appearance the Board may, at its option, after giving the Owner six (6) months written notice, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of such maintenance referred to above shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the monthly maintenance assessment or charge to which such Lot is subject under Section 3.04 hereof. For the purpose solely of performing the maintenance referred to above, the Association, through its duly authorized agents or employees shall have the right after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any business day.
- (r) Visual Changes to Exteriors of Property. Changes in the visual appearance of the exteriors of structures and the Lots on which they are situated shall be done in accordance with the MHNC and shall not be made until approval, in writing, has been secured from the MHARC.
- (s) Environmental Protection Measures. In order to minimize adverse effects of human habitation in Middleton Hills, the Association may adopt neighborhood codes governing the use of fertilizers, pesticides and herbicides on the Lots. It may also adopt other neighborhood codes designed to protect the environment and it may further adopt reasonable punitive measures, including reasonable fines for willful degradation of the natural environment.
- (t) Required Actions Upon Damage to Property. In the event of damage to a Living Unit or other structure which is clearly visible from the exterior, the Owner of such Living Unit or other structure shall be obliged to repair or reconstruct the Living Unit or other structure in accordance with its appearance prior to such damage unless the MHARC has agreed to the contrary. Such repair or reconstruction shall be accomplished within ninety (90) days of the damage unless the MHARC grants a waiver based upon a finding of hardship. Should an Owner not conform to the provisions of this section, the Board of Directors is authorized to accomplish necessary repairs or reconstruction according to its best judgment, and levy an assessment upon the Owner for the costs involved.
- (u) Hot Tubs/Spas. Exterior hot tubs/spas shall be located in rear yards and shall not be visible from a street. Hot Tubs/Spas shall not exceed a dimension, if round of 72" and if square of 76" by 76". Above ground swimming pools shall not be permitted in Middleton Hills.
- (v) Live/Work units. Owners situated on Lots 15-23, 36-44 and 81-84, Middleton Hills, in the City of Middleton, may live on the upper levels (second or third floor) and shall use the ground level space for office, business, retail, and professional uses as set forth in the SIP. The operator of an office, business, retail or professional establishment on these Lots, if not the Owner, shall operate under a bonafide lease. As set forth elsewhere in this Declaration, the Declarant intends to record covenants that further define the Live/Work units as well as their use and occupancy.

## 6.05. DISPOSITION OF PROPERTY

(a) Leasing. Unless provisions in the Neighborhood Codes to the contrary have been adopted by the Association, no Lot, Living Unit or Accessory Unit may be occupied by a non-Owner unless its occupants are either members or guests of the Owner's household or are residents or guests pursuant to a bona fide lease. Owner may lease, pursuant to a bona fide lease, rooms within the Owners Living Unit provided that Owner complies with the Documents and Public Laws.

(b) Temporary Lodging. Subject to the provisions of Public Law and to the absolute control of the Association, Living Units in certain portions of the Real Property may be permitted to take in, on a charge basis, overnight guests.

## 6.06. ADVERSE ACTION ON PROPERTY.

No Owner (or Owner's respective invitees) shall take any action or fail to take an action that jeopardizes or tends to jeopardize property values or that otherwise might be detrimental to the Real Property or to the well-being of Owners or the Association. The Board of Directors shall establish due process procedures for dealing with alleged adverse actions. Categories of adverse actions shall include failure to comply with any of the provisions of this Article, failure to maintain one's Lot in accordance with Neighborhood Codes, and actions that compromise the safety or comfort of other Owners or their Property through noxious practices or activities. The foregoing is not intended to detract from the essential individuality of each person, so long as a person's expression of individuality does not encroach upon the comfort and rights of others and does not compromise the integrity of the Neighborhood.

## EASEMENTS

## 7.01. VALIDITY OF EASEMENTS.

The provisions of this section may not be amended or modified in any fashion without the concurrence of Declarant so long as Declarant retains Declarant's Rights and Obligations as set forth in Exhibit D. All easements provided for in this Article shall run with the land and bind all Owners. Easements running in favor of Declarant, Designers and Builders and the Association and all other easements may be transferred to respective comparable entities or persons. The exercise of all easements within this article shall be subject to all relevant Public Laws.

## 7.02. EASEMENT OF USE AND ENJOYMENT.

Subject to reasonable rules and charges, all Owners are hereby granted a non-exclusive easement of use and enjoyment of Neighborhood Property. All Owners shall be granted a permanent, perpetual, non-exclusive easement over and upon, and the right to use for pedestrian and vehicular travel and transportation purposes the Neighborhood Property constituting the alley terraces and alley ways.

## 7.03. EXTENT OF MEMBERS' EASEMENTS.

The rights and easements of use and enjoyment created hereby shall be subject to the following:

(a) Suspension. The right of the Association, as provided in its Articles of Incorporation and Bylaws, to suspend the voting rights and right to use Neighborhood Properties by a Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of the Documents.

(b) Transfer. The right of the Association to dedicate or transfer all or any part of the Neighborhood Property to any public agency or authority, for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer or determination as to the purposes or as to the conditions thereof shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

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(c) Mortgage. The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Neighborhood Properties and facilities and in aid thereof to mortgage said Neighborhood Properties provided that the rights of such mortgagee in said common properties shall be subordinate to the rights of use and enjoyment of the homeowners hereunder.

## 7.04. EASEMENTS FOR DEVELOPMENT AND OTHER PURPOSES.

In addition to easements already in place, Declarant hereby reserves the right to grant and convey easements to the City and/or to any public or private utility company upon, over, through, or across those portions of any Lot up to the distance from any lot line that corresponds, but does not exceed, one-half the setback requirements, as specified in the Urban Regulations, for the Lot. The purpose of this easement is to allow the City or utility company to furnish gas, electric, water, sewer, telephone, cable television or other utility service to any Lot(s) or through any portions of Middleton Hills or for purposes of facilitating drainage of storm or surface water within or through Middleton Hills.

## 7.05. GENERAL EASEMENTS.

(a) Easement to Develop, Build and Market. For the duration of Declarant's Rights and Obligations period, Declarant and Designers and Builders shall have the right to conduct development, construction, marketing and customer service operations in a customary and reasonable fashion. This includes the right of the Declarant to permit throughout the Development, including Lots and Neighborhood Property, construction and supply vehicles, staff and activities associated with development and construction, marketing and customer servicing operations and the right to provide for storage of materials related to such activities. A similar right shall exist for Designers and Builders with respect to those portions of the Development that they own. However, it shall be incumbent upon those operating under this easement, to conduct their activities in ways that are respectful of the safety and the property of Owners. With Declarant's concurrence, the Association may adopt reasonable rules of conduct to better insure the comfort and safety of Owners during development and construction activities.

(b) Easement for Public Employees. A permanent, perpetual, non-exclusive easement through the Development is hereby created for public employees, including without limitation, each branch, bureau, and department agency of the Government and their respective agents, employees and representatives and those delegated by the Association whose duties include public safety, mail distribution and property protection activities to enter any portion of the Development to carry out their duties, subject to reasonable processes and requirements of Public Law.

(c) Easement to the Public. A general and nonexclusive easement is hereby created for the public to access and traverse alleyways that abut the parking lots that serve the commercial components of Middleton Hills.

(d) Easement for Association to Meet its Responsibilities. A general easement is hereby created for the Association to enter Lots (but not Living Units) to take action appropriate to carrying out its responsibilities as provided for in the Documents. Such entry shall be preceded by due notice unless an emergency jeopardizing life, limb or property exists. The Board shall have a right to grant easements, rights-of-way, licenses and similar interests over any part of the Neighborhood Property for any lawful purpose which it determines, in its sole discretion, to be in the best interests of the Association .

(e) Easement for Maintenance. With respect to "zero lot line" or similar detached Living Units which are designed to be built on or near Lot boundary lines, an easement of ten (10) feet is declared to exist on every Lot adjacent to a "zero lot line" or similar Living Unit to permit access for maintenance and repair of such Living Unit provided that such easement is exercised in a manner, under the circumstances, that would not be considered a nuisance by a reasonable person and further provided that the party exercising the easement shall restore, as near as possible, to its original condition anything that is disturbed as a result of said maintenance and repair.

(f) Easement for Utility Usage. A mutual right and easement for the continued use of previously established utility services is hereby created for the benefit of all Owners, such that no Owner shall take any action which would in any way interfere with utility services being provided to other Owners within the Development. If a Lot contains any utility pipes, ducts,



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conduits, wires or the like which are for the benefit, in whole or in part, of other Owners within the Development, then the Owner of such Lot shall promptly, at their expense, repair any damage to such utilities caused by the Owner, their guests or invitees.

The rights and duties with respect to sanitary sewer and water, storm drains, downspouts, yard drains, cable television, electricity, gas and telephone lines, connections and facilities shall be governed by the following:

1. Whenever storm water, sanitary sewer and water, storm drains, downspouts, yard drains, electricity, gas, cable television or telephone connections, lines, cables or any portion thereof, are or have been installed within the Development, the Owner of any Lot, or the Association shall have the right, and are hereby granted an easement to the extent necessary therefore, to enter upon or have a utility company enter upon any portion of the Development in which said installations lie, to repair, replace and generally maintain said installations.
2. Anyone exercising the right granted in subparagraph (1) above shall be responsible for restoring the surface of the easement area so used as near as possible to its condition prior to such exercise.
3. In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to sharing the cost thereof, upon written request to the Association from one of the Owners, the matter shall be submitted to the Board of Directors, who shall decide the dispute, and the decision of the Board (or its designee) shall be final and conclusive as to the parties.

(g) Easement for Lot Enclosures. There is hereby created for the benefit of each Lot, which is enclosed, in whole or in part, by any wooden, brick, stone or other similar fence and/or wall constructed by or with the permission of the Declarant, a perpetual easement to use any portion of the Neighborhood Property that may be located between such fence and/or wall and the record platted lot line for such benefited Lot; provided, however, that subject to contrary provisions of this Declaration, the obligation to maintain such portion of the Neighborhood Property shall be that of the Owner of the benefited Lot and the obligation to maintain the wooden, brick, stone, or other similar fencing located within the Neighborhood Property, which encloses the benefited Lot, shall be that of the Owner of the benefited Lot. The Owner of any Lot benefiting from the foregoing easement agrees to indemnify and hold the Association harmless from any loss, liability, damage, or costs arising out of or resulting from the use, enjoyment and benefit of the easement rights provided for herein.

(h) Easement for View Preservation. There is hereby created, for an appurtenance to the Benefited Property (Lots 70-76 and 91) and for any part, a perpetual easement of right to receive an unobstructed view over a specific portion of the Burdened Property (57-63 and 73) defined as the "View Preservation Corridor" to the extent that a view will be received by limiting any structure, fence, new trees or landscaping on the Burdened Property, or any part thereof, to a height not extending beyond a horizontal plane five (5) feet above certain elevation points described in the recorded easement. To further maintain an unobstructed view, the Burdened Property owner, at its sole cost and expense, shall limit the existing tree growth to a cumulative maximum of 33% of the Easement Width. Unauthorized encroachments beyond said limits shall be removed, at the expense of the Burdened Property owner, upon written notice demanded by either the Benefited Property owner or the Middleton Hills Neighborhood Association. This Easement created hereby shall be deemed to run with the land and shall apply to and bind all successors in interest, users and owners or any party having any right, title or interest in the Subject Property.

The Association, each owner of a Benefited Property, or first mortgagee; as their interest may arise, shall have the right to enforce, by proceeding at law or in equity, this Easement as set forth in the recorded document. The Association shall have enforcement powers against any person or persons violating or attempting to violate any provision of this Easement, either to restrain violation or to recover damages. Each owner of a Benefited Property shall have enforcement powers against its Burdened Property. The party bringing any action under this Easement shall be able to recover all costs, including attorney fees, incurred in the action.

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## 7.06. PARTY WALLS AND PARTY FENCES.

The rights and duties of Owners with respect to party walls and party fences shall be governed by the following:

(a) General Rules of Law to Apply. Each wall or fence which is constructed as a part of the original construction on the Development and any part of which is placed on the dividing line between separate Lots, shall constitute a party wall or party fence, and with respect to such wall or fence, each of the adjoining Owners shall assume the burdens, and be subject to an easement for that portion of a party wall or party fence on his Lot, and be entitled to the benefits of the general rules of law of the State of Wisconsin regarding party walls and party fences and liability for property damage due to negligence or willful acts or omissions.

## 7.07. ROOFS.

The rights and duties of Owners with respect to roofs shall be governed by the following:

(a) General Rules of Law to Apply. In addition to provisions found elsewhere in the Documents, Owners whose Living Units share a common roof with Owners of other Living Units, whether said other Living Units are or are not immediately adjacent thereto, shall not use, alter, improve, repair or replace said roof in any way that conflicts with the MHNC without the prior consent of the MHARC.

(b) Emergencies. In the event emergency repairs to a roof become necessary for any reason, an Owner may take whatever steps are necessary to make such repairs, providing that said Owner makes every effort to restore said roof to the state it was in prior to the emergency within fourteen days after said emergency. The cost of said repair shall be borne exclusively by the Owner(s) of the Living Unit affected. However, in the event damage to said roof is severe enough to warrant replacement of one or more sections of said roof, whether by reason of economics, safety or otherwise, then any Owner of any Living Units affected thereby, may propose, to the Board in writing, that the cost of such repair be borne by the Owners whose Living Units share the common roof.

## 7.08. JOINT DRIVEWAYS.

(a) General Rules of Law to Apply. Any driveway which is built or installed as part of the original construction upon the Development and which is situated on the dividing line between Lots or partly on one Lot and partly on another Lot or other Lots shall constitute a joint driveway for the equal and common use and benefit of the Owners of any Lots or other portions of the Development which it is reasonably designed to serve, and to the extent not inconsistent with the provisions of this section, the general rules of law regarding joint driveways and of liability for property damage due to negligent or willful acts or omissions regarding the same shall apply thereto.

(b) Repair and Maintenance. The cost of reasonable repair and maintenance of any joint driveways shall be shared by the Owners who make use of the same, in equal shares.

(c) Damage and Destruction. In the event any driveway that has been created for the use and benefit of more than one Owner is destroyed or damaged, all such Owners shall contribute to the cost of restoration thereof in equal proportions; except in the event the destruction or damage is the result of the negligent or willful acts or omissions of any such owner, in which case such Owner shall be responsible for the entire cost of restoration.

(d) Easements. There shall be a perpetual and non-exclusive easement in, through and over any such joint driveway reserved by the Owners and to the Owners of any Lot or Lots upon which the same has been built or installed or which the same has reasonably been designed to serve subject to the provisions hereof, and no person shall in any way interfere with the free and unobstructed use thereof by said Owners.

(e) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this section shall be appurtenant to the Lot and shall pass to such Owner's successors in title.

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(f) Dispute. In the event of a dispute between Owners with respect to the repair or maintenance of a joint driveway or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners, the matter shall be submitted to the Board of Directors who shall decide the dispute and the decision of the Board shall be final, binding, and conclusive on the Owners.

**THE NEIGHBORHOOD PROPERTIES****8.01. TITLE TO NEIGHBORHOOD PROPERTIES.**

The Declarant agrees to convey title to the Neighborhood Properties to the Association free and clear of all liens within six (6) months of the conveyance of any Lot described in Exhibit A. Unless otherwise provided through contract or in the instrument of conveyance, the Association shall assume full responsibility for the control and maintenance of such Neighborhood Property upon the date of conveyance, and shall not convey fee title to any Neighborhood Property that is used or intended to be used as an alleyway or accessway without the express written consent of all affected Owners. Conveyances of all other Neighborhood Property shall require the express written consent of Owners representing at least seventy-five percent (75%) of all Owners votes entitled to be cast, as well as the concurrence of the Declarant. The Association may lease, rent or grant easements and rights of use to Neighborhood Property. The Association shall not unreasonably restrict the right of an Owner of any Lot or Living Unit to use Neighborhood Property for necessary, ordinary and reasonable ingress and egress to and from such Lot or Living Unit. Without limiting the generality of the foregoing, it is the intent of the Declarant that all identified alleyways and accessways within the Neighborhood Property shall remain, in perpetuity, the private property of the Association. The Association shall be responsible for the repair and maintenance of all such alleyways and accessways at all times at the Association's sole expense and shall neither convey nor dedicate to public use the same except for the installation of utilities, unless the approvals set forth above have been obtained.

**8.02. ASSOCIATION'S INSURANCE OBLIGATION.**

The Association shall purchase such policies of insurance that it deems necessary to insure the Neighborhood Property from damage and destruction and to insure the Association and its Members from liability arising out of the use by Members or any other person of the Neighborhood Property, with such limits as the Board shall determine.

**8.03. PERMITTED ENCROACHMENTS.**

In the MHNC, under permitted encroachments in the Urban Regulations, it is stated that garage eaves may encroach over the property line into the alley terrace. All construction pursuant to this specific encroachment shall be done at the sole risk of the Owner. Owner shall be primarily liable for all damages or injuries to person or property by reason of this encroachment. Owner agrees to hold harmless, indemnify and defend the MHNA, its officers, agents and employees from any and all liability, including claims, demands, losses, costs, damages and expenses of every kind or description arising out of or in connection with the existence of this encroachment.

**GENERAL PROVISIONS****9.01. DURATION.**

The covenants and restrictions of this Declaration shall run with and bind the land, shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants, shall be automatically extended for successive periods of ten (10) years unless an instrument terminating these covenants and restrictions signed by the then Owners of seventy-five percent (75%) of the Lots has been recorded prior to the commencement of any ten-year period.

## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

01/17/96

## 9.02. IMPLEMENTATION.

Because the Development is intended to be dynamic and is designed to accommodate changes, it shall not bind Declarant to subject any land to the provisions of the Documents or to improve or develop any land in accordance with the plans. All development work performed by Declarant shall be in accordance with the approvals granted by the City, as such approvals are modified from time to time.

## 9.03. AMENDMENTS.

These covenants and restrictions may be amended during the first thirty (30) years from the date of the Declaration, by an instrument signed by not less than ninety percent (90%) of the Lot Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded.

## 9.04. LOT OWNER'S LACK OF AUTHORITY TO BIND ASSOCIATION.

No Lot Owner (other than members of the Board acting on behalf of the Board) shall have any authority to act for the Association or the other Lot Owners, as agent or otherwise, nor to bind the Association or the other Lot Owners to contracts, negotiate instruments or other obligations or undertakings of any kind.

## 9.05. MERGER.

In accordance with its Articles of Incorporation, the property, rights, and obligations of the Middleton Hills Neighborhood Association, Inc. may be transferred to another surviving or consolidated organization similar in corporate nature and purposes. The surviving or consolidated organization may administer the covenants and restrictions established upon any other properties as one entity. However, no such merger or consolidation shall effect any revocation, change, or addition to the provisions established by this document within Middleton Hills except as provided in this document. Such a merger or consolidation shall require the assent of Owners representing at least sixty-five percent (65%) of all Owner votes entitled to be cast.

## 9.06. NOTICES.

Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

## 9.07. SERVICE OF PROCESS.

Service of process upon the Association for all matters shall be made upon the Chair of the Board or the registered agent designated to receive service of process pursuant to the Bylaws of the Association.

## 9.08. ENFORCEMENT.

The Association, any owner, or first mortgagee; as their interest may arise, shall have the right to enforce, by proceeding at law or in equity, all conditions, covenants and restrictions liens and charges now or hereafter imposed by this Declaration. Such enforcement shall be against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter.

V31835 P 59

9.09. INTERPRETATION.

(a) Except as provided otherwise by law, the provisions of this Declaration shall take precedence over the Articles of Incorporation and the Articles of Incorporation shall take precedence over the Bylaws. This Declaration, the Articles and the Bylaws shall take precedence over the MHNC.

(b) Unless the context otherwise indicates, the use of the singular shall include the plural and vice versa; the use of one gender shall include all genders. The use of the term "including" shall mean "including without limitation". This Declaration shall be liberally construed in favor of the party seeking to enforce the objectives and provisions hereof to effectuate the purpose of protecting and enhancing the values, marketability and desirability of the Development and the overall quality of life for Owners. The headings used in the Documents are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

9.10. SEVERABILITY.

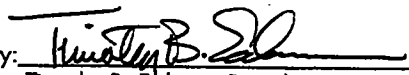
Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

01/17/96

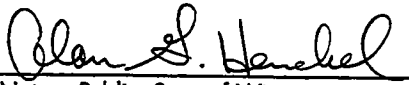
18<sup>th</sup> IN WITNESS WHEREOF, I have hereunto set our hands and seals at Madison, Dane County, Wisconsin, this day of January 1996.

DECLARANT **V31835P 60**  
MIDDLETON HILLS, INC.

By:   
Timothy B. Erdman, President

STATE OF WISCONSIN )  
                                  ) ss.  
COUNTY OF DANE     )

Personally came before me this 18<sup>th</sup> day of January, 1996, Timothy B. Erdman, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

  
Notary Public, State of Wisconsin  
My Commission: Expires 8/4/96

This instrument was drafted by  
Alan G. Hembel: Secretary/Treasurer  
Middletton Hills, Inc.  
Madison, WI 53705

**EXHIBIT A  
REAL PROPERTY**

**V31835P 61**

Lots 1 - 94 and Outlots 1 -9, 12-16 and 18,, Plat of MIDDLETON HILLS, Section 1, Township 7 North, Range 8 East, City of Middleton, County of Dane, State of Wisconsin, as recorded in Volume 57 - 35A of Plats, Pages 126 through 128 as Document No. 2701070. The above property is further described by the following tax parcel identification numbers.

Lot No.	Identification No.	Lot No.	Identification No.	Outlot No.	Identification No.
1	50 070801340016	48	50 070801365884	1	50 070801344352
2	50 070801340123	49	50 070801310496	2	50 070801344503
3	50 070801340230	50	50 070801310601	3	50 070801344656
4	50 070801340347	51	50 070801310718	4	50 070801344807
5	50 070801340454	52	50 070801310825	5	50 070801344950
6	50 070801340561	53	50 070801310932	6	50 070801345100
7	50 070801340678	54	50 070801311048	7	50 070801345253
8	50 070801340785	55	50 070801311155	8	50 070801345404
9	50 070801340892	56	50 070801311262	9	50 070801345557
10	50 070801341006	57	50 070801311379	12	50 070801314401
11	50 070801341113	58	50 070801311486	13	50 070801314554
12	50 070801341220	59	50 070801311593	14	50 070801335451
13	50 070801341337	60	50 070801311708	15	50 070801345708
14	50 070801341444	61	50 070801311815	16	50 070801335602
15	50 070801341551	62	50 070801311922	18	50 070801314705
16	50 070801341668	63	50 070801312038		
17	50 070801341775	64	50 070801312145		
18	50 070801341882	65	50 070801312252		
19	50 070801333195	66	50 070801312369		
20	50 070801333300	67	50 070801312476		
21	50 070801333417	68	50 070801312583		
22	50 070801333524	69	50 070801312690		
23	50 070801333631	70	50 070801312805		
24	50 070801342041	71	50 070801312912		
25	50 070801342158	72	50 070801313028		
26	50 070801342265	73	50 070801313135		
27	50 070801342372	74	50 070801313242		
28	50 070801342489	75	50 070801313359		
29	50 070801342596	76	50 070801333766		
30	50 070801342701	77	50 070801333873		
31	50 070801342818	78	50 070801333980		
32	50 070801342925	79	50 070801334096		
33	50 070801343031	80	50 070801334201		
34	50 070801343148	81	50 070801334318		
35	50 070801343255	82	50 070801334425		
36	50 070801343362	83	50 070801334532		
37	50 070801343479	84	50 070801334649		
38	50 070801343586	85	50 070801334756		
39	50 070801343693	86	50 070801334863		
40	50 070801343808	87	50 070801334970		
41	50 070801343915	88	50 070801335086		
42	50 070801344021	89	50 070801335193		
43	50 070801344138	90	50 070801313500		
44	50 070801365446	91	50 070801313617		
45	50 070801365553	92	50 070801313724		
46	50 070801365660	93	50 070801313831		
47	50 070801365777	94	50 070801313948		

**EXHIBIT B  
NEIGHBORHOOD PROPERTY**

**V31835P 62**

Outlots 4, 9, 12-16, and 18, Plat of MIDDLETON HILLS, Section 1, Township 7 North, Range 8 East, City of Middleton, County of Dane, State of Wisconsin, as recorded in Volume 57 - 35A of Plats, Pages 126 through 128 as Document No. 2701070.



EXHIBIT C  
ADDITIONAL PROPERTY

V31835P 63

All of Lot 1 and part of Lot 2 of Certified Survey Map 4088, all of Lots 5-9, Block 5 and Lots 10-12, Block 4 of the PLAT OF THE VILLAGE OF PHEASANT BRANCH and part of the Northwest Quarter and the Southwest Quarter of Section 1, Township 7 North, Range 8 East, City of Middleton, Dane County, Wisconsin, more fully described as follows:

Beginning at the west quarter corner of said Section 1; thence North 00 degrees 31 minutes 01 seconds West along the west line of said Northwest Quarter, 1,325.81 feet; thence North 88 degrees 43 minutes 49 seconds East, 2666.88 feet to the east line of said Northwest Quarter; thence South 00 degrees 18 minutes 54 seconds East along the east line of said Northwest Quarter, 898.12 feet; thence South 87 degrees 59 minutes 04 seconds West, 317.82 feet; thence South 00 degrees 18 minutes 54 seconds East, 140.25 feet; thence South 87 degrees 57 minutes 50 seconds West, 137.00 feet; thence South 01 degrees 45 minutes 15 seconds East, 285.39 feet; thence North 88 degrees 49 minutes 50 seconds East, 447.50 feet to a two inch iron pipe marking the center of said Section 1; thence South 37 degrees 27 minutes 15 seconds West, 488.75 feet; thence South 31 degrees 29 minutes 15 seconds West, 440.90 feet; thence South 26 degrees 10 minutes 15 seconds West, 823.69 feet; thence South 02 degrees 29 minutes 31 seconds East, 87.83 feet; thence South 69 degrees 52 minutes 46 seconds East, 318.78 feet; thence North 16 degrees 51 minutes 54 seconds East, 28.22 feet; thence South 73 degrees 51 minutes 49 seconds East, 263.62 feet; thence South 09 degrees 25 minutes 42 seconds West, 211.01 feet; thence North 71 degrees 28 minutes 45 seconds West, 289.49 feet; thence South 14 degrees 47 minutes 15 seconds West, 233.37 feet; thence North 69 degrees 37 minutes 45 seconds West, 212.70 feet; thence South 20 degrees 46 minutes 54 seconds West, 228.91 feet; thence North 67 degrees 44 minutes 45 seconds West, 306.90 feet; thence South 20 degrees 11 minutes 24 seconds West, 210.11 feet to the northerly right-of-way line of Century Avenue; thence along a curve to the right, through a central angle of 12 degrees 59 minutes 08 seconds, an arc distance of 317.19 feet, a radius of 1399.50 feet and chord bearing North 56 degrees 34 minutes 41 seconds West, 316.51 feet; thence North 44 degrees 19 minutes 28 seconds West, 126.69 feet; thence North 44 degrees 53 minutes 59 seconds West, 640.96 feet; thence North 43 degrees 08 minutes 39 seconds East, 242.63 feet; thence North 45 degrees 01 minute 20 seconds West, 211.87 feet; thence South 43 degrees 50 minutes 37 seconds West, 242.09 feet to the northerly right-of-way line of Century Avenue; thence North 44 degrees 53 minutes 59 seconds West, 81.40 feet; thence North 43 degrees 50 minutes 37 seconds East, 241.92 feet; thence North 45 degrees 01 minute 20 seconds West, 465.33 feet; thence South 86 degrees 47 minutes 16 seconds West, 150.74 feet to the west line of said Southwest Quarter; thence North 00 degrees 13 minutes 15 seconds West along said west line, 831.57 feet to the point of beginning. Containing approximately 7,127,940 square feet or approximately 163.635 acres.

Excepting from the above legal description the following parcels of land:

Lots 1 - 94 and Outlots 1 - 9, 12 - 16 and 18, Plat of MIDDLETON HILLS, Section 1, Township 7 North, Range 8 East, City of Middleton, County of Dane, State of Wisconsin, as recorded in Volume 57 - 35A of Plats, Pages 126 through 128 as Document No. 2701070.

In addition the following parcel:

A parcel of land located in the Northwest Quarter of the Southwest Quarter of Section 1, Township 7 North, Range 8 East, City of Middleton, Dane County, Wisconsin, more fully described as follows:

Beginning at the West Quarter corner of Section 1; thence North 88 degrees 49 minutes 45 seconds East, 1210.07 feet; thence South 28 degrees 02 minutes 24 seconds West, 901.41 feet; thence South 48 degrees 45 minutes 20 seconds West, 485.00 feet; thence North 45 degrees 01 minute 20 seconds West, 378.44 feet; thence South 86 degrees 46 minutes 27 seconds West, 150.08 feet; thence North 00 degrees 16 minutes 00 seconds West, 831.57 feet to the point of beginning. Containing approximately 894,287 square feet or approximately 20.53 acres.

**EXHIBIT D  
DECLARANT'S RIGHTS AND OBLIGATIONS**

V31835P 64

In order to secure Declarant's interests related to the development of Middleton Hills, including the pursuit and furtherance of the missions and goals of Middleton Hills established by Declarant on behalf of Middleton Hills' Owners, Declarant shall have the benefit of certain rights and be encumbered with certain obligations.

**Section 1. Duration of Declarant's Rights and Obligations**

The duration of Declarant's Rights and Obligations shall extend until the later of the conveyance of all Real Property (to include all Additional Property as described in Exhibit C) to Owners other than Declarant, or five (5) years after the last recording of a final plat, except that some specific Rights and Obligations may expire by virtue of their being tied to the occurrence of certain events arising prior to conveyance of all Lots. Declarant, however, may voluntarily terminate all its Rights and Obligations by expressing such in writing to the Association. No amendment of this Exhibit may be made without concurrence of Declarant.

**Section 2. Right to Complete Development**

A. **Development Activities.** Declarant shall have the right to conduct all activities required to complete the Development as such may be amended from time to time. The Association shall not take any position of opposition against provisions of the Development in a public setting, nor utilize any of its material or financial resources to oppose development activities of the Declarant so long as they remain consistent with the intentions of the Declarant. This provision is not intended to diminish the right of any individual to express opinions, nor of the Association to pursue remedy against any alleged breaches of agreements or representations by Declarant.

B. **Middleton Hills Neighborhood Code.** Until at least one Owner, other than Declarant, has been elected to a seat on the Board of Directors, Declarant shall have the right to propose and effect amendments to the MHNC to fulfill the purposes set forth in this document. The Members of the Association shall not take any position of opposition against provisions of the MHNC so long as they remain consistent with the intentions of the Declarant.

C. **Phasing.** Declarant intends to incrementally phase the development of all Additional Property described in Exhibit C. The Association shall not take any action to prevent this. Declarant hereby grants and declares that all or any portion of such Additional Property may, so long as Declarant's Rights and Obligations exist, be subjected to this document by the execution and recording of one or more Final Plats signed by Declarant. Such Plats may contain such complementary or additional covenants, conditions or restrictions as are deemed appropriate by the Declarant, given the nature of the Additional Property being platted.

**Section 3. Amendments and Other Actions Affecting Declarant**

A. **The Documents.** The Association shall make no amendments to the Documents that materially affect Declarant's interests, including Declarant's Rights and Obligations, without Declarant's concurrence. No legislative action may be taken by the Association that materially affects Declarant's interests without Declarant's concurrence.

B. **Easements.** The Association shall not take action seeking to alter provisions of easements established by Declarant, nor to prevent establishment of easements necessary to complete the Development.

**Section 4. Association Related Rights and Obligations**

A. Declarant's Responsibilities for Affairs of Association. Declarant shall be exclusively responsible for conducting the affairs of the Association until at least one Owner, other than Declarant has been elected to a seat on the Board of Directors. Thereafter, the Board of Directors shall act strictly in conformance with the provisions of the Documents and in accordance with Public Law.

V31835 P 65

Section 5. Declarant's Power of Attorney to Amend Documents

A. Amendment of Documents. The Declarant hereby reserves for itself, its successors, transferees and assigns, for the duration of the Rights and Obligation period the right to execute on behalf of all contract purchasers, Owners, mortgagees, and other lienholders or parties claiming a legal or equitable interest in the Development, any such agreements, documents, amendments or supplements to correct errors or omissions or which may be required or desired by the Federal Mortgage Agencies, the City, a governmental or quasi-governmental agency or by a lender or title insurance company designated by the Declarant.

B. Appointment. By acceptance of a deed to any Lot or Living Unit or by the acceptance of any other legal or equitable interest in the Development, each and every contract purchaser, Owner, mortgagee, and other lienholder or party claiming a legal or equitable interest in the Development does automatically and irrevocably name, constitute, appoint and confirm the Declarant, its successors, transferees and assigns, as attorney-in-fact for the purpose of executing such amended Declaration and other instrument(s) necessary or desirable to effect the foregoing, subject to the limitations set forth herein.

C. Limitations. No such agreement, document, amendment, or supplement which materially and adversely affects the value or marketability of a Lot or Living Unit, or reserves any additional or special privileges for the Declarant not previously reserved, shall be made without the prior written consent of the affected Owner(s) and all owners of any mortgage(s) encumbering the affected Owner(s). Any such agreement, document, amendment or supplement which adversely affects the priority or validity of any mortgage which encumbers any Lot or Living Unit shall not be made without prior written consent of the owners of all such mortgages.

D. Duration. The power of attorney aforesaid is expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all Lots and Living Units and be binding upon the heirs, personal representatives, successors, transferees and assigns of any of the foregoing parties. Further, said power of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to said power. Said power of attorney shall be vested in the Declarant, its successors, transferees and assigns for a period of ten (10) years from the date of the initial recordation of the Declaration or until all Lots or Living Units are conveyed by the Declarant, whichever occurs first. Thereafter, said power of attorney shall automatically vest in the Association to be exercised by its Board of Directors



# COPY

DANE COUNTY  
REGISTER OF DEEDS

Doc No 3012388

1998-08-28	12:21 PM
Trans. Fee	0.00
Rec. Fee	16.00
Pages	4

**AMENDMENT  
TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
(FIRST ADDITION TO MIDDLETON HILLS)**

000515

Recording Data

This Amendment to Declaration of Covenants, Conditions, and Restrictions (hereinafter referred to as "Amendment") is made this 21st day of AUGUST, 1998 by Middleton Hills, Inc. (hereinafter referred to as "Declarant").

**RETURN TO:**

Alan G. Hembel  
Middleton Hills, Inc.  
5117 University Avenue  
Madison, WI 53705

Tax Parcel No.: See Exhibit A

**RECITATIONS**

**WHEREAS**, on January 19, 1996, Declarant recorded a Declaration of Covenants, Conditions, and Restrictions, (hereinafter referred to as "Declaration") with the Register of Deeds for Dane County, Wisconsin in Volume 31835 of Records on pages 40 - 65 as Document No. 2732872; and

**WHEREAS**, said Declaration provided that certain real property described therein (hereinafter referred to as "Real Property") is and shall be used, held, leased, transferred, sold, conveyed, and occupied subject to covenants, conditions, restrictions, easements, charges, and liens set forth therein; and

**WHEREAS**, said Declaration further provided that Declarant had the right to add and submit additional property (hereinafter referred to as "Additional Property") to the provisions of said Declaration and further that said Additional Property shall constitute part of the Real Property.

**DECLARATION**

**NOW THEREFORE**, Declarant hereby declares the following:

1. The real property described in Exhibit A attached hereto and incorporated by reference herein is and shall hereinafter be Additional Property constituting part of the Real Property as described in said Declaration; and
2. That said Additional Property is and shall be hereinafter be conveyed subject to the provisions of said Declaration; and
3. That a portion of said Additional Property shall constitute Neighborhood Property as defined in said Declaration and is further described in Exhibit B attached hereto and incorporated by reference herein.
4. All other terms and conditions contained in the original Declaration shall remain in full force and effect, which provisions are incorporated herein by reference.
5. This Amendment shall become a part of the original Declaration.

End of Declaration

16  
✓

4/1

IN WITNESS WHEREOF, Declarant has set its hand and seal to this Amendment this 21st day of August, 1998.

DECLARANT  
MIDDLETON HILLS, INC.

By: Alan G. Hembel  
Alan G. Hembel  
Secretary/Treasurer

000516

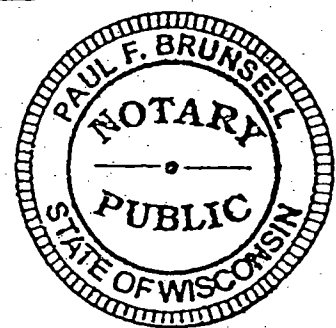
ACKNOWLEDGMENT

STATE OF WISCONSIN )  
                                  ) ss:  
COUNTY OF DANE     )

Personally came before me this 21st day of August, 1998, the above named Alan G. Hembel, as Secretary/Treasurer of Middleton Hills, Inc., on its behalf, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Paul F. Brunzell  
Paul F. Brunzell  
Notary Public, Dane County, Wisconsin  
My Commission is permanent.

This instrument was drafted by Paul F. Brunzell.



000517

**EXHIBIT A**  
**ADDITIONAL PROPERTY CONSTITUTING PART OF REAL PROPERTY**

Lots 95 - 117 and Outlots 19, 21-22, Plat of the First Addition to MIDDLETON HILLS, Section 1, Township 7 North, Range 8 East, City of Middleton, County of Dane, State of Wisconsin, as recorded on July 29, 1998, in Volume 57-100A of Plats, on Pages 387 through 389 as Document No. 2999998. The above property is further described by the following tax parcel identification numbers.

Lot No.	Identification No.	Outlot No.	Identification No.
95	50 0708-013-2105-5	19	50 0708-013-2375-9
96	50 0708-013-2116-2	21	50 0708-013-2450-7
97	50 0708-013-2127-9	22	50 0708-013-2475-8
98	50 0708-013-2138-6		
99	50 0708-013-2149-3		
100	50 0708-013-2160-8		
101	50 0708-013-2171-5		
102	50 0708-013-2182-2		
103	50 0708-013-2193-9		
104	50 0708-013-2204-5		
105	50 0708-013-2215-2		
106	50 0708-013-2226-9		
107	50 0708-013-2237-6		
108	50 0708-013-2248-3		
109	50 0708-013-2259-0		
110	50 0708-013-2270-5		
111	50 0708-013-2281-2		
112	50 0708-013-2292-9		
113	50 0708-013-2303-5		
114	50 0708-013-2314-2		
115	50 0708-013-2325-9		
116	50 0708-013-2336-6		
117	50 0708-013-2347-3		

000518

**EXHIBIT B  
NEIGHBORHOOD PROPERTY**

Outlots 19, 21-22, Plat of the First Addition to MIDDLETON HILLS, Section 1, Township 7 North, Range 8 East, City of Middleton, County of Dane, State of Wisconsin, as recorded in Volume 57-100A of Plats, on Pages 387 through 389 as Document No. 2999998. The above property is further described by the following tax parcel identification numbers.

Outlot No.		Identification No.
19	50	0708-013-2375-9
21	50	0708-013-2450-7
22	50	0708-013-2475-8

COPY

DANE COUNTY  
REGISTER OF DEEDS

3151662

09-01-1999 4:46 PM

Trans. Fee

Rec. Fee 16.00  
Pages 4

001430

AMENDMENT  
TO  
DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS  
(SECOND ADDTION TO MIDDLETON HILLS)

This Amendment to Declaration of Covenants, Conditions, and Restrictions (hereinafter referred to as "Amendment") is made this 1<sup>st</sup> day of September, 1999 by Middleton Hills, Inc. (hereinafter referred to as "Declarant").

RETURN TO:

Alan G. Hembel  
Middleton Hills, Inc.  
5117 University Avenue  
Madison, WI 53705

RECITATIONS

Tax Parcel No.: See Exhibit A

WHEREAS, on January 19, 1996, Declarant recorded a Declaration of Covenants, Conditions and Restrictions, (hereinafter referred to as "Declaration") with the Register of Deeds for Dane County, Wisconsin in Volume 31835 of Records on pages 40-65 as Document No. 2732872; and

WHEREAS, said Declaration provided that certain real property described therein (hereinafter referred to as "Real Property") is and shall be used held, leased, transferred, sold, conveyed, and occupied subject to covenants, conditions, restrictions, easements, charges, and liens set forth herein, and

WHEREAS, said Declaration further provided that Declaration had the right to add and submit additional property (hereinafter referred to as "Additional Property") to the provisions of said Declaration and further that said Additional Property shall constitute part of the Real Property.

DECLARATION

NOW THEREFORE, Declarant hereby declares the following:

1. The real property described in Exhibit A attached hereto and incorporated by reference herein is and shall hereinafter be Additional Property constituting part of the Real Property as described in said Declaration.
2. Said Additional Property is and shall be hereinafter conveyed subject to the provisions of said Declaration.
3. A portion of said Additional Property shall constitute Neighborhood Property as defined in said Declaration and is further described in Exhibit B attached hereto and incorporated by reference herein.
4. All other terms and conditions contained in the original Declaration shall remain in full force and effect, which provisions are incorporated herein by reference.
5. This Amendment shall become a part of the original Declaration.

End of Declaration

1/2 FAVOR

4/1



IN WITNESS WHEREOF, Declarant has set its hand and seal to this Amendment this 1<sup>st</sup> day of September, 1999.

DECLARANT  
MIDDLETON HILLS, INC.

By: Alan G. Hembel  
Alan G. Hembel  
Secretary/Treasurer

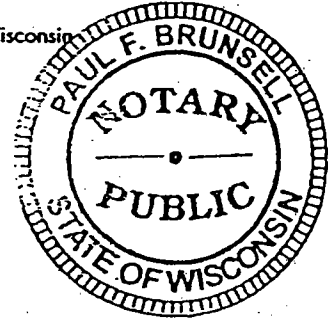
ACKNOWLEDGEMENT

STATE OF WISCONSIN )  
                                  )  
COUNTY OF DANE        )

Personally came before me this 1<sup>st</sup> day of September, 1999, the above named Alan G. Hembel, as Secretary/Treasurer of Middleton Hills, Inc., on its behalf, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Paul F. Brunzell  
Paul F. Brunzell  
Notary Public: Dane County, Wisconsin  
My Commission is permanent.

This instrument was drafted by Paul F. Brunzell.



**EXHIBIT A**  
**ADDITIONAL PROPERTY CONSTITUTING PART OF REAL PROPERTY**

Lots 118-178 and Outlots 23-31, Plot of the Second Addition to Middleton Hills, Section 2, Township 7 North, Range 8 East, City of Middleton, County of Dane, State of Wisconsin, as recorded on May 19, 1999, in Volume 57-122A, of Plats, on Pages 484 and 485 as Document No. 3114495. The above property is further described by the following tax Parcel Identification Numbers.

Lot No.	Identification No.	Lot No.	Identification No.
118	50-0708-13-2508-8	159	50-0708-013-7659-6
119	50-0708-13-2519-5	160	50-0708-013-7670-1
120	50-0708-13-2530-0	161	50-0708-013-0191-5
121	50-0708-13-2541-7	162	50-0708-013-0202-1
122	50-0708-13-2552-4	163	50-0708-013-0213-8
123	50-0708-13-2563-1	164	50-0708-013-7684-5
124	50-0708-13-2574-8	165	50-0708-013-7695-2
125	50-0708-13-2585-5	166	50-0708-013-7706-8
126	50-0708-13-2596-2	167	50-0708-013-7717-5
127	50-0708-13-2607-8	168	50-0708-013-7728-2
128	50-0708-13-2618-5	169	50-0708-013-7739-9
129	50-0708-13-0009-6	170	50-0708-013-7750-4
130	50-0708-13-0020-1	171	50-0708-013-7761-1
131	50-0708-13-0031-8	172	50-0708-013-7772-8
132	50-0708-13-0042-5	173	50-0708-013-7783-5
133	50-0708-13-0053-2	174	50-0708-013-7794-2
134	50-0708-13-0064-9	175	50-0708-013-7805-8
135	50-0708-13-0075-6	176	50-0708-013-7816-5
136	50-0708-13-0086-3	177	50-0708-013-7827-2
137	50-0708-13-0097-0	178	50-0708-013-7838-9
138	50-0708-13-0108-6		
139	50-0708-13-0119-3	<b>Outlot No.</b>	<b>Identification No.</b>
140	50-0708-13-0130-8	23	50-0708-013-0235-2
141	50-0708-13-0141-5	24	50-0708-013-2635-4
142	50-0708-13-0152-2	25	50-0708-013-0250-3
143	50-0708-13-0163-9	26	50-0708-013-7860-1
144	50-0708-13-0174-6	27	50-0708-013-7875-4
145	50-0708-13-7505-1	28	50-0708-013-7890-5
146	50-0708-13-7516-8	29	50-0708-013-7905-7
147	50-0708-13-7527-5	30	50-0708-013-7920-8
148	50-0708-13-7538-2	31	50-0708-013-7935-1
149	50-0708-13-7549-9		
150	50-0708-13-7560-4		
151	50-0708-13-7571-1		
152	50-0708-13-7582-8		
153	50-0708-13-7593-5		
154	50-0708-13-7604-1		
155	50-0708-13-7615-8		
156	50-0708-13-7626-5		
157	50-0708-13-7637-2		
158	50-0708-13-7648-9		

001433

**EXHIBIT B  
NEIGHBORHOOD PROPERTY**

Outlots 23-31, Plat of the Second Addition to Middleton Hills, Section 2, Township 7 North, Range 8 East, City of Middleton, County of Dane, State of Wisconsin, as recorded on May 19, 1999, in Volume 57-122A, of Plats, on Pages 484 and 485 as Document No. 3114495. The above property is further described by the following tax Parcel Identification Numbers.

<b>Outlot No.</b>	<b>Identification No.</b>
23	50-0708-013-0235-2
24	50-0708-013-2635-4
25	50-0708-013-0250-3
26	50-0708-013-7860-1
27	50-0708-013-7875-4
28	50-0708-013-7890-5
29	50-0708-013-7905-7
30	50-0708-013-7920-8
31	50-0708-013-7935-1



COPY

DANE COUNTY REGISTER OF DEEDS

3259278

10-17-2000 4:22 PM

Trans. Fee

Rec. Fee 16.00  
Pages 4

000758

Recording Data

RETURN TO:

Alan G. Hembel  
Middleton Hills, Inc.  
5117 University Avenue  
Madison, WI 53705

Tax Parcel No.: See Exhibit A

AMENDMENT  
TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
(THIRD ADDITION TO MIDDLETON HILLS)

This Amendment to Declaration of Covenants, Conditions, and Restrictions (hereinafter referred to as "Amendment") is made this 12<sup>th</sup> day of October, 2000 by Middleton Hills, Inc. (hereinafter referred to as "Declarat").

RECITATIONS

WHEREAS, on January 19, 1996, Declarant recorded a Declaration of Covenants, Conditions, and Restrictions, (hereinafter referred to as "Declaration") with the Register of Deeds for Dane County, Wisconsin in Volume 31835 of Records on pages 40 - 65 as Document No. 2732872; and

WHEREAS, said Declaration provided that certain real property described therein (hereinafter referred to as "Real Property") is and shall be used, held, leased, transferred, sold, conveyed, and occupied subject to covenants, conditions, restrictions, easements, charges, and liens set forth therein; and

WHEREAS, said Declaration further provided that Declarant had the right to add and submit additional property (hereinafter referred to as "Additional Property") to the provisions of said Declaration and further that said Additional Property shall constitute part of the Real Property.

DECLARATION

NOW THEREFORE, Declarant hereby declares the following:

1. The real property described in Exhibit A attached hereto and incorporated by reference herein is and shall hereinafter be Additional Property constituting part of the Real Property as described in said Declaration; and
2. That said Additional Property is and shall be hereinafter be conveyed subject to the provisions of said Declaration; and
3. That a portion of said Additional Property shall constitute Neighborhood Property as defined in said Declaration and is further described in Exhibit B attached hereto and incorporated by reference herein.
4. All other terms and conditions contained in the original Declaration shall remain in full force and effect, which provisions are incorporated herein by reference.
5. This Amendment shall become a part of the original Declaration.

End of Declaration

4/16

IN WITNESS WHEREOF, Declarant has set its hand and seal to this Amendment this 12<sup>th</sup> day of October, 2000.

DECLARANT  
MIDDLETON HILLS, INC.

By: Alan G. Hembel  
Alan G. Hembel  
Secretary/Treasurer

ACKNOWLEDGMENT

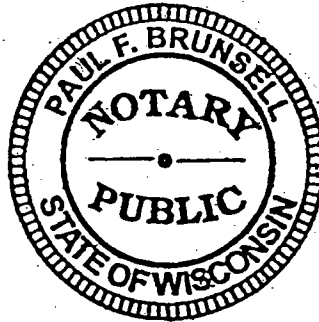
000759

STATE OF WISCONSIN )  
                                  ) ss:  
COUNTY OF DANE     )

Personally came before me this 12th day of October, 2000, the above named Alan G. Hembel, as Secretary/Treasurer of Middleton Hills, Inc., on its behalf, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Paul F. Brunzell  
Paul F. Brunzell  
Notary Public, Dane County, Wisconsin  
My Commission is permanent.

This instrument was drafted by Paul F. Brunzell.



**EXHIBIT A**  
**ADDITIONAL PROPERTY CONSTITUTING PART OF REAL PROPERTY**

000760

Lots 179-214 and Outlots 32-36, Plat of the Third Addition to Middleton Hills, Section 2, Township 7 North, Range 8 East, City of Middleton, County of Dane, State of Wisconsin, as recorded on August 8, 2000, in Volume 57-154A of Plats, on Pages 630 and 631 as Document No. 3239088. The above property is further described by the following tax parcel identification numbers.

<b>Lot No.</b>	<b>Identification No.</b>	<b>Lot No.</b>	<b>Identification No.</b>
179	255 0708-012-6609-2	200	255 0708-012-5600-2
180	255 0708-012-6620-2	201	255 0708-012-5611-2
181	255 0708-012-6631-2	202	255 0708-012-5622-2
182	255 0708-012-6642-2	203	255 0708-012-5633-2
183	255 0708-012-6653-2	204	255 0708-012-5644-2
184	255 0708-012-6664-2	205	255 0708-012-5655-2
185	255 0708-012-6675-2	206	255-0708-012-5666-2
186	255 0708-012-6686-2	207	255 0708-012-5677-2
187	255 0708-012-5507-2	208	255 0708-012-6758-2
188	255 0708-012-5518-2	209	255 0708-012-6769-2
189	255 0708-012-5529-2	210	255 0708-012-6780-2
190	255 0708-012-5540-2	211	255 0708-012-6791-2
191	255 0708-012-6701-2	212	255 0708-012-6802-2
192	255 0708-012-6712-2	213	255 0708-012-6813-2
193	255 0708-012-6723-3	214	255 0708-012-5732-2
194	255 0708-012-6734-2		
195	255 0708-012-6745-2		
196	255 0708-012-5556-2		
197	255 0708-012-5567-2		
198	255 0708-012-5578-2		
199	255 0708-012-5589-2		

<b>Outlot No.</b>	<b>Identification No.</b>
32	255 0708-012-5688-2
33	255 0708-012-6824-2
34	255 0708-012-5699-2
35	255 0708-012-5710-2
36	255 0708-012-5721-2

**EXHIBIT B  
NEIGHBORHOOD PROPERTY**

000761

Outlots 32-36, Plat of the Third Addition to Middleton Hills, Section 2, Township 7 North, Range 8 East, City of Middleton, County of Dane, State of Wisconsin, as recorded in Volume 57-154A of Plats, on Pages 630 and 631 as Document No. 3239088. The above property is further described by the following tax Parcel Identification Numbers.

<b>Outlot No.</b>	<b>Identification No.</b>
32	255 0708-012-5688-2
33	255 0708-012-6824-2
34	255 0708-012-5699-2
35	255 0708-012-5710-2
36	255 0708-012-5721-2

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10-05-2001 2:35 PM

Trans. Fee

Rec. Fee 17.00  
Pages 4

001445

Recording Data

**AMENDMENT  
TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
(FOURTH ADDITION TO MIDDLETON HILLS)**

This Amendment to Declaration of Covenants, Conditions, and Restrictions (hereinafter referred to as "Amendment") is made this 1<sup>st</sup> day of October, 2001 by Middleton Hills, Inc. (hereinafter referred to as "Declarant").

**RETURN TO:**

Alan G. Hembel  
Middleton Hills, Inc.  
5117 University Avenue  
Madison, WI 53705

Tax Parcel No.: See Exhibit A

**RECITATIONS**

**WHEREAS**, on January 19, 1996, Declarant recorded a Declaration of Covenants, Conditions, and Restrictions, (hereinafter referred to as "Declaration") with the Register of Deeds for Dane County, Wisconsin in Volume 31835 of Records on pages 40 - 65 as Document No. 2732872; and

**WHEREAS**, said Declaration provided that certain real property described therein (hereinafter referred to as "Real Property") is and shall be used, held, leased, transferred, sold, conveyed, and occupied subject to covenants, conditions, restrictions, easements, charges, and liens set forth therein; and

**WHEREAS**, said Declaration further provided that Declarant had the right to add and submit additional property (hereinafter referred to as "Additional Property") to the provisions of said Declaration and further that said Additional Property shall constitute part of the Real Property.

**DECLARATION**

**NOW THEREFORE**, Declarant hereby declares the following:

1. The real property described in Exhibit A attached hereto and incorporated by reference herein is and shall hereinafter be Additional Property constituting part of the Real Property as described in said Declaration; and
2. That said Additional Property is and shall be hereinafter be conveyed subject to the provisions of said Declaration; and
3. That a portion of said Additional Property shall constitute Neighborhood Property as defined in said Declaration and is further described in Exhibit B attached hereto and incorporated by reference herein.
4. All other terms and conditions contained in the original Declaration shall remain in full force and effect, which provisions are incorporated herein by reference.
5. This Amendment shall become a part of the original Declaration.

End of Declaration

4/17



IN WITNESS WHEREOF, Declarant has set its hand and seal to this Amendment this 1<sup>st</sup> day of October, 2001.

DECLARANT  
MIDDLETON HILLS, INC.

By: Alan G. Hembel  
Alan G. Hembel  
Secretary/Treasurer

001446

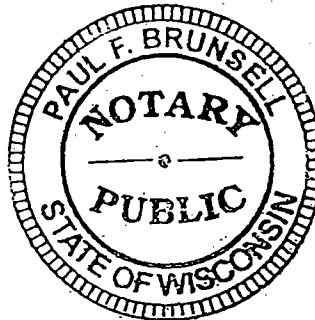
ACKNOWLEDGMENT

STATE OF WISCONSIN )  
                                  ) ss:  
COUNTY OF DANE     )

Personally came before me this 1<sup>st</sup> day of October, 2001, the above named Alan G. Hembel, as Secretary/Treasurer of Middleton Hills, Inc., on its behalf, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Paul F. Brunzell  
Paul F. Brunzell  
Notary Public, Dane County, Wisconsin  
My Commission is permanent.

This instrument was drafted by Paul F. Brunzell.



**EXHIBIT A**  
**ADDITIONAL PROPERTY CONSTITUTING PART OF REAL PROPERTY**

001447

Lots 215-250 and Outlots 37-43, Plat of the Fourth Addition to Middleton Hills, Section 1, Township 7 North, Range 8 East, City of Middleton, County of Dane, State of Wisconsin, as recorded on July 31, 2001, in Volume 57-179A of Plats, on Pages 748 and 749 as Document No. 3354802. The above property is further described by the following tax Parcel Identification Numbers.

<b>Lot No.</b>	<b>Identification No.</b>	<b>Lot No.</b>	<b>Identification No.</b>
215	255-0708-012-4805-2	235	255-0708-012-5025-2
216	255-0708-012-4816-2	236	255-0708-012-5036-2
217	255-0708-012-4827-2	237	255-0708-012-5047-2
218	255-0708-012-4838-2	238	255-0708-012-5058-2
219	255-0708-012-4849-2	239	255-0708-012-5069-2
220	255-0708-012-4860-2	240	255-0708-012-5080-2
221	255-0708-012-4871-2	241	255-0708-012-5091-2
222	255-0708-012-4882-2	242	255-0708-012-5102-2
223	255-0708-012-4893-2	243	255-0708-012-5113-2
224	255-0708-012-4904-2	244	255-0708-012-5124-2
225	255-0708-012-4915-2	245	255-0708-012-5135-2
226	255-0708-012-4926-2	246	255-0708-012-5146-2
227	255-0708-012-4937-2	247	255-0708-012-5157-2
228	255-0708-012-4948-2	248	255-0708-012-5168-2
229	255-0708-012-4959-2	249	255-0708-012-5179-2
230	255-0708-012-4970-2	250	255-0708-012-5190-2
231	255-0708-012-4981-2		
232	255-0708-012-4992-2		
233	255-0708-012-5003-2		
234	255-0708-012-5014-2		

<b>Outlot No.</b>	<b>Identification No.</b>
37	255-0708-012-5205-2
38	255-0708-012-5230-2
39	255-0708-012-5255-2
40	255-0708-012-5280-2
41	255-0708-012-5305-2
42	255-0708-012-5330-2
43	255-0708-012-5355-2

**EXHIBIT B  
NEIGHBORHOOD PROPERTY**

001448

Outlots 37-43, Plat of the Fourth Addition to Middleton Hills, Section 1, Township 7 North, Range 8 East, City of Middleton, County of Dane, State of Wisconsin, as recorded on July 31, 2001 in Volume 57-179A of Plats, on Pages 748 and 749 as Document No. 3354802. The above property is further described by the following Parcel Identification Numbers.

<b>Outlot No.</b>	<b>Identification No.</b>
37	255-0708-012-5205-2
38	255-0708-012-5230-2
39	255-0708-012-5255-2
40	255-0708-012-5280-2
41	255-0708-012-5305-2
42	255-0708-012-5330-2
43	255-0708-012-5355-2

DOCUMENT #  
3537220

08/28/2002 04:45:06PM

Trans. Fee:  
Exempt #:

Rec. Fee: 17.00  
Pages: 4

003677

Recording Data

RETURN TO:

Paul F. Brunzell  
Middleton Hills, Inc.  
6720 Frank Lloyd Wright Avenue  
Middleton, WI 53562

Tax Parcel No.: See Exhibit A

**AMENDMENT  
TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
(FIFTH ADDITION TO MIDDLETON HILLS)**

This Amendment to Declaration of Covenants, Conditions, and Restrictions (hereinafter referred to as "Amendment") is made this 16<sup>th</sup> day of August, 2002 by Middleton Hills, Inc. (hereinafter referred to as "Declarant").

**RECITATIONS**

**WHEREAS**, on January 19, 1996, Declarant recorded a Declaration of Covenants, Conditions, and Restrictions, (hereinafter referred to as "Declaration") with the Register of Deeds for Dane County, Wisconsin in Volume 31835 of Records on pages 40 - 65 as Document No. 2732872; and

**WHEREAS**, said Declaration provided that certain real property described therein (hereinafter referred to as "Real Property") is and shall be used, held, leased, transferred, sold, conveyed, and occupied subject to covenants, conditions, restrictions, easements, charges, and liens set forth therein; and

**WHEREAS**, said Declaration further provided that Declarant had the right to add and submit additional property (hereinafter referred to as "Additional Property") to the provisions of said Declaration and further that said Additional Property shall constitute part of the Real Property.

**DECLARATION**

**NOW THEREFORE**, Declarant hereby declares the following:

1. The real property described in Exhibit A attached hereto and incorporated by reference herein is and shall hereinafter be Additional Property constituting part of the Real Property as described in said Declaration; and
2. That said Additional Property is and shall be hereinafter be conveyed subject to the provisions of said Declaration; and
3. That a portion of said Additional Property shall constitute Neighborhood Property as defined in said Declaration and is further described in Exhibit B attached hereto and incorporated by reference herein.
4. All other terms and conditions contained in the original Declaration shall remain in full force and effect, which provisions are incorporated herein by reference.
5. This Amendment shall become a part of the original Declaration.

End of Declaration

4/17

003678

IN WITNESS WHEREOF, Declarant has set its hand and seal to this Amendment this 16<sup>th</sup> day of August, 2002.

DECLARANT  
MIDDLETON HILLS, INC.

By: Alan G. Hembel  
Alan G. Hembel  
Secretary/Treasurer

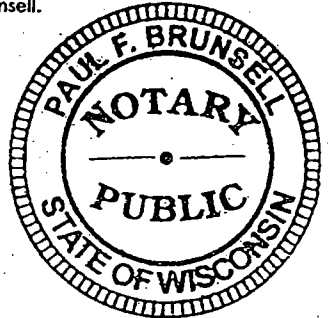
**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
                                  ) ss:  
COUNTY OF DANE     )

Personally came before me this 16<sup>th</sup> day of August, 2002, the above named Alan G. Hembel, as Secretary/Treasurer of Middleton Hills, Inc., on its behalf, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Paul F. Brunzell  
Paul F. Brunzell  
Notary Public, Dane County, Wisconsin  
My Commission is permanent.

This instrument was drafted by Paul F. Brunzell.



003679

**EXHIBIT A  
ADDITIONAL PROPERTY CONSTITUTING PART OF REAL PROPERTY**

Lots 251-304 and Outlots 44-52, Plat of the Fifth Addition to Middleton Hills, Section 1, Township 7 North, Range 8 East, City of Middleton, County of Dane, State of Wisconsin, as recorded on May 31, 2002, in Volume 57-193A of Plats, on Pages 812 and 813 as Document No. 3495088. The above property is further described by the following tax Parcel Identification Numbers.

<b>Lot No.</b>	<b>Identification No.</b>	<b>Lot No.</b>	<b>Identification No.</b>
251	255-0708-012-4001-2	280	255-0708-012-4320-2
252	255-0708-012-4012-2	281	255-0708-012-4331-2
253	255-0708-012-4023-2	282	255-0708-012-4342-2
254	255-0708-012-4034-2	283	255-0708-012-4353-2
255	255-0708-012-4045-2	284	255-0708-012-4364-2
256	255-0708-012-4056-2	285	255-0708-012-4375-2
257	255-0708-012-4067-2	286	255-0708-012-4386-2
258	255-0708-012-4078-2	287	255-0708-012-4397-2
259	255-0708-012-4089-2	288	255-0708-012-4408-2
260	255-0708-012-4100-2	289	255-0708-012-4419-2
261	255-0708-012-4111-2	290	255-0708-012-4430-2
262	255-0708-012-4122-2	291	255-0708-012-4441-2
263	255-0708-012-4133-2	292	255-0708-012-4452-2
264	255-0708-012-4144-2	293	255-0708-012-4463-2
265	255-0708-012-4155-2	294	255-0708-012-4474-2
266	255-0708-012-4166-2	295	255-0708-012-4485-2
267	255-0708-012-4177-2	296	255-0708-012-4496-2
268	255-0708-012-4188-2	297	255-0708-012-4507-2
269	255-0708-012-4199-2	298	255-0708-012-4518-2
270	255-0708-012-4210-2	299	255-0708-012-4529-2
271	255-0708-012-4221-2	300	255-0708-012-4540-2
272	255-0708-012-4232-2	301	255-0708-012-4551-2
273	255-0708-012-4243-2	302	255-0708-012-4562-2
274	255-0708-012-4254-2	303	255-0708-012-4573-2
275	255-0708-012-4265-2	304	255-0708-012-4584-2
276	255-0708-012-4276-2		
277	255-0708-012-4287-2		
278	255-0708-012-4298-2		
279	255-0708-012-4309-2		

<b>Outlot No.</b>	<b>Identification No.</b>
44	255-0708-012-4600-2
45	255-0708-012-4615-2
46	255-0708-012-4630-2
47	255-0708-012-4645-2
48	255-0708-012-4660-2
49	255-0708-012-4675-2
50	255-0708-012-4690-2
51	255-0708-012-4705-2
52	255-0708-012-4720-2

**EXHIBIT B  
NEIGHBORHOOD PROPERTY**

003680

Outlots 44 - 52, Plat of the Fifth Addition to Middleton Hills, Section 1, Township 7 North, Range 8 East, City of Middleton, County of Dane, State of Wisconsin, as recorded on May 31, 2002 in Volume 57-193A of Plats, on Pages 812 and 813 as Document No. 3495088. The above property is further described by the following tax Parcel Identification Numbers.

<b>Outlot No.</b>	<b>Identification No.</b>
44	255-0708-012-4600-2
45	255-0708-012-4615-2
46	255-0708-012-4630-2
47	255-0708-012-4645-2
48	255-0708-012-4660-2
49	255-0708-012-4675-2
50	255-0708-012-4690-2
51	255-0708-012-4705-2
52	255-0708-012-4720-2

DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
3828563

10/16/2003 04:27:08PM

Trans. Fee:  
Exempt #:

Rec. Fee: 17.00  
Pages: 4

**AMENDMENT  
TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
(SIXTH ADDITION TO MIDDLETON HILLS)**

Recording Data

001571

This Amendment to Declaration of Covenants, Conditions, and Restrictions (hereinafter referred to as "Amendment") is made this 15 day of October, 2003 by Middleton Hills, Inc. (hereinafter referred to as "Declarant").

RETURN TO:

Paul F. Brunzell  
Middleton Hills, Inc.  
6720 Frank Lloyd Wright Avenue  
Middleton, WI 53562

Tax Parcel No.: See Exhibit A

**RECITATIONS**

**WHEREAS**, on January 19, 1996, Declarant recorded a Declaration of Covenants, Conditions, and Restrictions, (hereinafter referred to as "Declaration") with the Register of Deeds for Dane County, Wisconsin in Volume 31835 of Records on pages 40 - 65 as Document No. 2732872; and

**WHEREAS**, said Declaration provided that certain real property described therein (hereinafter referred to as "Real Property") is and shall be used, held, leased, transferred, sold, conveyed, and occupied subject to covenants, conditions, restrictions, easements, charges, and liens set forth therein; and

**WHEREAS**, said Declaration further provided that Declarant had the right to add and submit additional property (hereinafter referred to as "Additional Property") to the provisions of said Declaration and further that said Additional Property shall constitute part of the Real Property.

**DECLARATION**

**NOW THEREFORE**, Declarant hereby declares the following:

1. The real property described in Exhibit A attached hereto and incorporated by reference herein is and shall hereinafter be Additional Property constituting part of the Real Property as described in said Declaration; and
2. That said Additional Property is and shall be hereinafter be conveyed subject to the provisions of said Declaration; and
3. That a portion of said Additional Property shall constitute Neighborhood Property as defined in said Declaration and is further described in Exhibit B attached hereto and incorporated by reference herein.
4. All other terms and conditions contained in the original Declaration shall remain in full force and effect, which provisions are incorporated herein by reference.
5. This Amendment shall become a part of the original Declaration.

End of Declaration

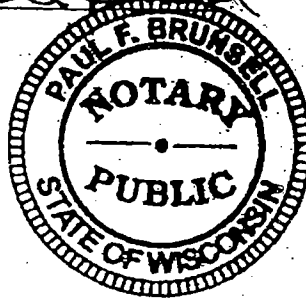
4/17



IN WITNESS WHEREOF, Declarant has set its hand and seal to this Amendment this 15<sup>th</sup> day of October, 2003.

DECLARANT  
MIDDLETON HILLS, INC.

By: Alan G. Hembel  
Alan G. Hembel  
Secretary/Treasurer



ACKNOWLEDGMENT

STATE OF WISCONSIN |  
                                  | ss:  
COUNTY OF DANE |

Personally come before me this 15<sup>th</sup> day of October 2003, the above named Alan G. Hembel, as Secretary/Treasurer of Middleton Hills, Inc., on its behalf, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Paul F. Brunzell  
Paul F. Brunzell  
Notary Public, Dane County, Wisconsin  
My Commission is permanent.

This instrument was drafted by Paul F. Brunzell.

**EXHIBIT A  
ADDITIONAL PROPERTY CONSTITUTING PART OF REAL PROPERTY**

Lots 305- 352 and Outlots 54 - 57, Plat of the Sixth Addition to Middleton Hills, Section 1, Township 7 North, Range 8 East, City of Middleton, County of Dane, State of Wisconsin, as recorded on May 23, 2003, in Volume 58-026A of Plats, on Pages 143 and 144 as Document No. 3726440. The above property is further described by the following tax Parcel Identification Numbers.

<b>Lot #</b>	<b>Identification No.</b>	<b>Lot #</b>	<b>Identification No.</b>
305	0708-012-6005-2	334	0708-012-6314-2
306	0708-012-6016-2	335	0708-012-6325-2
307	0708-012-6027-2	336	0708-012-6336-2
308	0708-012-6038-2	337	0708-012-6347-2
309	0708-012-6049-2	338	0708-012-6358-2
310	0708-012-6060-2	339	0708-012-6369-2
311	0708-012-6071-2	340	0708-012-6380-2
312	0708-012-6082-2	341	0708-012-6391-2
313	0708-012-6093-2	342	0708-012-6402-2
314	0708-012-6104-2	343	0708-012-6413-2
315	0708-012-6115-2	344	0708-012-6424-2
316	0708-012-6126-2	345	0708-012-6435-2
317	0708-012-6137-2	346	0708-012-6446-2
318	0708-012-6148-2	347	0708-012-6457-2
319	0708-012-6159-2	348	0708-012-6468-2
320	0708-012-6170-2	349	0708-012-6479-2
321	0708-012-6181-2	350	0708-012-6490-2
322	0708-012-6192-2	351	0780-012-6501-2
323	0708-012-6203-2	352	0780-012-6512-2
324	0708-012-6214-2		
325	0708-012-6225-2		
326	0780-012-5406-2		
327	0708-012-6237-2		
328	0708-012-6248-2		
329	0708-012-6259-2	<b>Outlot No.</b>	<b>Identification No.</b>
330	0708-012-6270-2	54	0780-012-6525-2
331	0708-012-6281-2	55	0780-012-6540-2
332	0708-012-6292-2	56	0780-012-6555-2
333	0708-012-6303-2	57	0780-012-6570-2

**EXHIBIT B  
NEIGHBORHOOD PROPERTY**

**001574**

Outlots 54 - 57, Plat of the Sixth Addition to Middleton Hills, Section 1, Township 7 North, Range 6 East, City of Middleton, County of Dane, State of Wisconsin, as recorded on May 23, 2003 in Volume 58-026A of Plats, on Pages 143 and 144 as Document No. 3720440. The above property is further described by the following tax Parcel Identification Numbers.

<b>Outlot No.</b>	<b>Identification No.</b>
54	0780-012-6525-2
55	0780-012-6540-2
56	0780-012-6555-2
57	0780-012-6570-2

DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
3985534

11/02/2004 02:38:36PM

Trans. Fee:  
Exempt #:

Rec. Fee: 17.00  
Pages: 4

001663

Recording Data

RETURN TO:

Paul F. Brunzell  
Middleton Hills, Inc.  
6720 Frank Lloyd Wright Avenue  
Middleton, WI 53562

Tax Parcel No.: See Exhibit A

**AMENDMENT  
TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
(SEVENTH ADDITION TO MIDDLETON HILLS)**

This Amendment to Declaration of Covenants, Conditions, and Restrictions (hereinafter referred to as "Amendment") is made this 1st day of Oct. 2004 by Middleton Hills, Inc. (hereinafter referred to as "Declarant").

**RECITATIONS**

**WHEREAS**, on January 19, 1996, Declarant recorded a Declaration of Covenants, Conditions, and Restrictions, (hereinafter referred to as "Declaration") with the Register of Deeds for Dane County, Wisconsin in Volume 31835 of Records on pages 40 - 65 as Document No. 2732872; and

**WHEREAS**, said Declaration provided that certain real property described therein (hereinafter referred to as "Real Property") is and shall be used, held, leased, transferred, sold, conveyed, and occupied subject to covenants, conditions, restrictions, easements, charges, and liens set forth therein; and

**WHEREAS**, said Declaration further provided that Declarant had the right to add and submit additional property (hereinafter referred to as "Additional Property") to the provisions of said Declaration and further that said Additional Property shall constitute part of the Real Property.

**DECLARATION**

**NOW THEREFORE**, Declarant hereby declares the following:

1. The real property described in Exhibit A attached hereto and incorporated by reference herein is and shall hereinafter be Additional Property constituting part of the Real Property as described in said Declaration; and
2. That said Additional Property is and shall be hereinafter be conveyed subject to the provisions of said Declaration; and
3. That a portion of said Additional Property shall constitute Neighborhood Property as defined in said Declaration and is further described in Exhibit B attached hereto and incorporated by reference herein.
4. All other terms and conditions contained in the original Declaration shall remain in full force and effect, which provisions are incorporated herein by reference.
5. This Amendment shall become a part of the original Declaration.

---

End of Declaration

IN WITNESS WHEREOF, Declarant has set its hand and seal to this Amendment this 1st day of October, 2004.

DECLARANT  
MIDDLETON HILLS, INC.

By: Alan G. Hembel

Alan G. Hembel  
Secretary/Treasurer

**ACKNOWLEDGMENT**

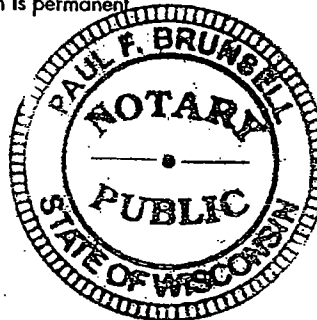
STATE OF WISCONSIN )  
                                  ) ss:  
COUNTY OF DANE     )

Personally came before me this 1st day of Oct., 2004, the above named Alan G. Hembel, as Secretary/Treasurer of Middleton Hills, Inc., on its behalf, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Paul F. Brunzell

Paul F. Brunzell  
Notary Public, Dane County, Wisconsin  
My Commission is permanent

This instrument was drafted by Paul F. Brunzell.



**EXHIBIT A  
ADDITIONAL PROPERTY CONSTITUTING PART OF REAL PROPERTY**

Lots 353 – 392, Lots 394-398, Outlot 58, and Outlots 60 - 62, Plat of the Seventh Addition to Middleton Hills, Section 1, Township 7 North, Range 8 East, City of Middleton, County of Dane, State of Wisconsin, as recorded on July 1, 2004, in Volume 58-051A of Plats, on Pages 269 and 270 as Document No. 3935964. The above property is further described by the following tax Parcel Identification Numbers.

<b>Lot</b>	<b>Identification No.</b>	<b>Lot</b>	<b>Identification No.</b>
353	0708-012-7901-2	376	0708-012-8150-2
354	0708-012-7912-2	377	0708-012-8161-2
355	0708-012-7923-2	378	0708-012-8172-2
356	0708-012-7934-2	379	0708-012-8183-2
357	0708-012-7945-2	380	0708-012-8194-2
358	0708-012-7956-2	381	0708-012-8205-2
359	0708-012-7965-2	382	0708-012-8216-2
360	0708-012-7976-2	383	0708-012-8227-2
361	0708-012-7987-2	384	0708-012-8238-2
362	0708-012-7998-2	385	0708-012-8249-2
363	0708-012-8007-2	386	0708-012-8260-2
364	0708-012-8018-2	387	0708-012-8271-2
365	0708-012-8029-2	388	0708-012-8282-2
366	0708-012-8040-2	389	0708-012-8293-2
367	0708-012-8051-2	390	0708-012-8304-2
368	0708-012-8062-2	391	0708-012-8315-2
369	0708-012-8073-2	392	0708-012-8326-2
370	0708-012-8084-2		
371	0708-012-8095-2	394	0708-012-8348-2
372	0708-012-8106-2	395	0708-012-8359-2
373	0708-012-8117-2	396	0708-012-8370-2
374	0708-012-8128-2	397	0708-012-8381-2
375	0708-012-8139-2	398	0708-012-8392-2

<b>Outlot</b>	<b>Identification No.</b>
58	0708-012-8403-2
60	0708-012-8414-2
61	0708-012-8425-2
62	0708-012-8436-2

001666

**EXHIBIT B  
NEIGHBORHOOD PROPERTY**

Outlot 58 and Outlots 60 – 62, Plat of the Seventh Addition to Middleton Hills, Section 1, Township 7 North, Range 8 East, City of Middleton, County of Dane, State of Wisconsin, as recorded on July 1, 2004 in Volume 58-051A of Plats, on Pages 269 and 270 as Document No. 3935964. The above property is further described by the following tax Parcel Identification Numbers.

<b>Outlot</b>	<b>Identification No.</b>
58	0708-012-8403-2
60	0708-012-8414-2
61	0708-012-8425-2
62	0708-012-8436-2

DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
4055593

05/18/2005 03:44:50PM

Trans. Fee:  
Exempt #:

Rec. Fee: 15.00  
Pages: 3

001285

Recording Data

RETURN TO:

Paul F. Brunsell  
Middleton Hills, Inc.  
6720 Frank Lloyd Wright Avenue  
Middleton, WI 53562

Tax Parcel No.: 0708-012-7340-2

**AMENDMENT  
TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
(LOT 393, SEVENTH ADDITION TO MIDDLETON HILLS)**

This Amendment to Declaration of Covenants, Conditions, and Restrictions (hereinafter referred to as "Amendment") is made this 6<sup>th</sup> day of MAY 2005 by Middleton Hills, Inc. (hereinafter referred to as "Declarant").

**RECITATIONS**

**WHEREAS**, on January 19, 1996, Declarant recorded a Declaration of Covenants, Conditions, and Restrictions, (hereinafter referred to as "Declaration") with the Register of Deeds for Dane County, Wisconsin in Volume 31835 of Records on pages 40 - 65 as Document No. 2732872; and

**WHEREAS**, said Declaration provided that certain real property described therein (hereinafter referred to as "Real Property") is and shall be used, held, leased, transferred, sold, conveyed, and occupied subject to covenants, conditions, restrictions, easements, charges, and liens set forth therein; and

**WHEREAS**, said Declaration further provided that Declarant had the right to add and submit additional property (hereinafter referred to as "Additional Property") to the provisions of said Declaration and further that said Additional Property shall constitute part of the Real Property.

**DECLARATION**

**NOW THEREFORE**, Declarant hereby declares the following:

1. The real property described in Exhibit A attached hereto and incorporated by reference herein is and shall hereinafter be Additional Property constituting part of the Real Property as described in said Declaration; and
2. That said Additional Property is and shall be hereinafter be conveyed subject to the provisions of said Declaration; and
3. All other terms and conditions contained in the original Declaration shall remain in full force and effect, which provisions are incorporated herein by reference.
5. This Amendment shall become a part of the original Declaration.

End of Declaration



IN WITNESS WHEREOF, Declarant has set its hand and seal to this Amendment this 6<sup>th</sup> day of May, 2005.

DECLARANT  
MIDDLETON HILLS, INC.

By: Alan G. Hembel  
Alan G. Hembel  
Secretary/Treasurer

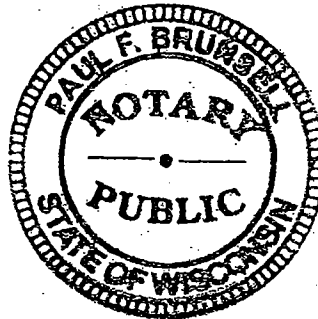
**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
                                  ) ss:  
COUNTY OF DANE    )

Personally came before me this 6<sup>th</sup> day of May, 2005, the above named Alan G. Hembel, as Secretary/Treasurer of Middleton Hills, Inc., on its behalf, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Paul F. Brunzell  
Paul F. Brunzell  
Notary Public, Dane County, Wisconsin  
My Commission is permanent.

This instrument was drafted by Paul F. Brunzell.



001287

**EXHIBIT A**  
**ADDITIONAL PROPERTY CONSTITUTING PART OF REAL PROPERTY**

Lot 393, Plat of the Seventh Addition to Middleton Hills, Section 1, Township 7 North, Range 8 East, City of Middleton, County of Dane, State of Wisconsin, as recorded on July 1, 2004, in Volume 58-051A of Plats, on Pages 269 and 270 as Document No. 3935964. The above property is further described by the following tax Parcel Identification Number.

<b>Lot</b>	<b>Identification No.</b>
393	0708-012-7340-2

DOCUMENT #  
4065105

06/10/2005 03:37PM

Trans. Fee:  
Exempt #:

Rec. Fee: 15.00  
Pages: 3

**AMENDMENT  
TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
(EIGHTH ADDITION TO MIDDLETON HILLS)**

001519

Recording Data

This Amendment to Declaration of Covenants, Conditions, and Restrictions (hereinafter referred to as "Amendment") is made this 14 day of April, 2005 by Middleton Hills, Inc. (hereinafter referred to as "Declarant").

RETURN TO:

Paul F. Brunsell  
Middleton Hills, Inc.  
6720 Frank Lloyd Wright Avenue  
Middleton, WI 53562

Tax Parcel No.: See Exhibit A

**RECITATIONS**

**WHEREAS**, on January 19, 1996, Declarant recorded a Declaration of Covenants, Conditions, and Restrictions, (hereinafter referred to as "Declaration") with the Register of Deeds for Dane County, Wisconsin in Volume 31835 of Records on pages 40 - 65 as Document No. 2732872; and

**WHEREAS**, said Declaration provided that certain real property described therein (hereinafter referred to as "Real Property") is and shall be used, held, leased, transferred, sold, conveyed, and occupied subject to covenants, conditions, restrictions, easements, charges, and liens set forth therein; and

**WHEREAS**, said Declaration further provided that Declarant had the right to add and submit additional property (hereinafter referred to as "Additional Property") to the provisions of said Declaration and further that said Additional Property shall constitute part of the Real Property.

**DECLARATION**

**NOW THEREFORE**, Declarant hereby declares the following:

1. The real property described in Exhibit A attached hereto and incorporated by reference herein is and shall hereinafter be Additional Property constituting part of the Real Property as described in said Declaration; and
2. That said Additional Property is and shall be hereinafter be conveyed subject to the provisions of said Declaration; and
3. All other terms and conditions contained in the original Declaration shall remain in full force and effect, which provisions are incorporated herein by reference.
5. This Amendment shall become a part of the original Declaration.

End of Declaration

IN WITNESS WHEREOF, Declarant has set its hand and seal to this Amendment this 14 day of April, 2005.

DECLARANT  
MIDDLETON HILLS, INC.

By: Alan G. Hembel  
Alan G. Hembel  
Secretary/Treasurer

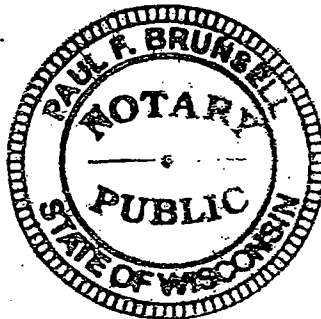
**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
  ) ss:  
COUNTY OF DANE     )

Personally came before me this 14 day of April 2005, the above named Alan G. Hembel, as Secretary/Treasurer of Middleton Hills, Inc., on its behalf, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Paul F. Brunzell  
Paul F. Brunzell  
Notary Public, Dane County, Wisconsin  
My Commission is permanent.

This instrument was drafted by Paul F. Brunzell.



**EXHIBIT A**  
**ADDITIONAL PROPERTY CONSTITUTING PART OF REAL PROPERTY**

Lots 399 – 413, Plat of the Eighth Addition to Middleton Hills, Section 1, Township 7 North, Range 8 East, City of Middleton, County of Dane, State of Wisconsin, as recorded on March 8, 2005, in Volume 58-073A of Plats, on Pages 373 and 374 as Document No. 4028460. The above property is further described by the following tax Parcel Identification Numbers.

<b>Lot</b>	<b>Identification No.</b>
399	0708-013-0309-2
400	0708-013-0320-2
401	0708-013-0331-2
402	0708-013-0342-2
403	0708-013-0353-2
404	0708-013-0364-2
405	0708-013-0375-2
406	0708-013-0386-2
407	0708-013-0397-2
408	0708-013-0408-2
409	0708-013-0419-2
410	0708-013-0430-2
411	0708-013-0441-2
412	0708-013-0452-2
413	0708-013-0463-2

Document Number

**DECLARATION OF COVENANTS,  
CONDITIONS  
AND RESTRICTIONS  
REPLAT OF LOT 326, SIXTH  
ADDITION TO MIDDLETON HILLS**



\* 4 4 4 0 8 5 7 3 \*  
DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
**4440857**

06/12/2008 04:03PM

Exempt #:

Rec. Fee: 15.00  
Pages: 3

This Declaration of Covenants, Conditions and Restrictions Replat of Lot 326, Sixth Addition to Middleton Hills is made this 21<sup>st</sup> day of February, 2008 by Middleton Hills, Inc. (hereinafter referred to as "Declarant"),

**COPY**

**RECITATIONS**

WHEREAS, on January 19, 1996, Declarant recorded a Declaration of Covenants, Conditions, and Restrictions, (hereinafter referred to as "Declaration") with the Register of Deeds for Dane County, Wisconsin in Volume 31835 of Records on pages 40-65 as Document No. 2732872; as amended; and

WHEREAS, on October 16, 2003, Declarant recorded an Amendment to Declaration of Covenants, Conditions and Restrictions (Sixth Addition to Middleton Hills) with the Register of Deeds for Dane County, Wisconsin as Document No. 3828563 ("Amendment to Declaration"); and

WHEREAS, said Amendment to Declaration provided that certain real property described therein (hereinafter referred to as "Real Property") is and shall be used, held, levied, transferred, sold, conveyed, and occupied subject to covenants, conditions, restrictions, easements, charges, and liens set forth therein; and

WHEREAS, Lot 326, Sixth Addition to Middleton Hills ("Lot 326"), was made subject to the Declaration by the Amendment to Declaration and is part of the "Real Property"; and

WHEREAS, Lot 326 has been replatted pursuant to that certain plat dated December 31, 2007 and recorded on January 16, 2008 with the Register of Deeds for Dane County, Wisconsin as Document No. 4389671 ("Replat"); and

WHEREAS, the replat divides Lot 326 into Lots 414 through 426 to Middleton Hills (the "Lots"). The replat also created Outlot 65 ("Outlot 65").

**DECLARATION**

NOW THEREFORE, Declarant as owner of the Lots and Outlot 65 hereby declares the following:

1. The Lots and Outlot 65 described in Exhibit A attached hereto and incorporated herein by reference shall continue to be subject to the Declaration; and
2. That said Lots shall hereinafter be conveyed subject to the provisions of the Declaration as amended; and
3. That Outlot 65 shall constitute Neighborhood Property as defined in said Declaration; and
4. All other terms and conditions contained in the original Declaration and Amendment to Declaration shall remain in full force and effect, which provisions are incorporated herein by reference; and
5. This Amendment shall be a part of the Declaration.

**Recording Area**

Name and Return Address  
James I. Statz  
Solheim Billing & Grimmer, S.C.  
P.O. Box 1644  
Madison, WI 53701-1644

See Exhibit A

Parcel Identification Number (PIN)

IN WITNESS WHEREOF, Declarant has set its hand and seal to this Declaration this 21st day of February, 2008.

DECLARANT  
MIDDLETON HILLS, INC.

By: Gerald W. Sholts  
Gerald Sholts, Vice President

STATE OF WISCONSIN )  
                                  ) SS.  
COUNTY OF DANE    )

MAY 29

Personally came before me on February \_\_\_\_\_, 2008, the above-named Gerald Sholts, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Jean Aden  
Notary Public, State of Wisconsin  
JEAN ADEN  
(Printed Name)  
My Commission: 3/13/2011

This instrument was drafted by James I. Statz.

**EXHIBIT A**

Replat of Lot 326, Sixth Addition to Middleton Hills, in the City of Middleton, Dane County, Wisconsin.

**Lot Number**

**Tax Parcel Identification Number**

414	255-0708-012-5874-2
415	255-0708-012-5879-2
416	255-0708-012-5884-2
417	255-0708-012-5889-2
418	255-0708-012-5894-2
419	255-0708-012-5899-2
420	255-0708-012-5904-2
421	255-0708-012-5909-2
422	255-0708-012-5914-2
423	255-0708-012-5919-2
424	255-0708-012-5924-2
425	255-0708-012-5929-2
426	255-0708-012-5934-2

**Outlot Number**

**Tax Parcel Identification Number**

65	255-0708-012-5950-2
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