

**DECLARATION OF CONDOMINIUM OF  
BLACKHAWK LOFTS CONDOMINIUM**

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recorded 12/6/05  
as Document #4140038

Condominium Plat  
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Tax Parcel No. 251-0708-164-0851-6

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**DECLARATION OF CONDOMINIUM OF  
BLACKHAWK LOFTS CONDOMINIUM**

**A. SUBMISSION TO ACT**

The undersigned, Blackhawk Partners, LLC, the owner of the property described in Section C below, hereby subjects said property to Chapter 703, Wisconsin Statutes, the Wisconsin Condominium Ownership Act.

**B. NAME AND ADDRESS**

The name of the Condominium is "Blackhawk Lofts Condominium." The address for the Condominium is c/o Blackhawk Partners, LLC, 700 Ray O Vac Drive, Madison, Wisconsin 53711. The addresses of the units are as follows:

<u>Unit Number</u>	<u>Address</u>
9322	9322 Old Sauk Road
9324	9324 Old Sauk Road
9326	9326 Old Sauk Road
9328	9328 Old Sauk Road
9330	9330 Old Sauk Road
9332	9332 Old Sauk Road
9334	9334 Old Sauk Road
9336	9336 Old Sauk Road
9338	9338 Old Sauk Road
9340	9340 Old Sauk Road
9342	9342 Old Sauk Road
9344	9344 Old Sauk Road
9346	9346 Old Sauk Road
9348	9348 Old Sauk Road
9350	9350 Old Sauk Road
9352	9352 Old Sauk Road
9354	9354 Old Sauk Road
9356	9356 Old Sauk Road
9358	9358 Old Sauk Road
9360	9360 Old Sauk Road
9362	9362 Old Sauk Road
9364	9364 Old Sauk Road
9366	9366 Old Sauk Road
9368	9368 Old Sauk Road
9370	9370 Old Sauk Road
9372	9372 Old Sauk Road
9374	9374 Old Sauk Road

<u>Unit Number</u>	<u>Address</u>
9376	9376 Old Sauk Road
9378	9378 Old Sauk Road
9380	9380 Old Sauk Road

The mailing address for all Units is Middleton, Wisconsin 53562.

### C. LEGAL DESCRIPTION

The legal description of the property on which the Condominium is located and which Declarant, Blackhawk Partners, LLC, hereby subjects to the provisions of the Wisconsin Condominium Ownership Act and this Declaration is as follows:

Lot Two Hundred Eighty-Five (285), Fifth Addition to Blackhawk Subdivision, in the City of Madison, Dane County, Wisconsin.

Tax Parcel No. 251-0708-164-0851-6

(Owner: Blackhawk Partners, LLC)

### D. DEFINITIONS AND DESCRIPTIONS

In this Declaration the following words are defined as set forth below:

1. Unit. "Unit" is that part of the Condominium designed and intended for the exclusive independent use of its owner.
  - a. A Unit includes one or more contiguous or non-contiguous cubicles of air; the exterior boundaries of each cubicle being the unfinished interior surface of the perimeter walls surrounding the cubicle, the unfinished lower surface of the ceiling of the highest story of the cubicle, and the uncovered or unfinished upper surface of the floor of the lower story of the cubicle.
  - b. In addition a Unit includes the following items serving the particular Unit although they may be outside the defined cubicle of air:
    - 1) All doors and windows, their interior casements, and all their opening, closing and locking mechanisms and hardware;
    - 2) All wall, floor, baseboard and ceiling mounted electrical fixtures, outlets and switches and the junction boxes serving

them, together with the cable television connection to the Unit, if any, and the junction box serving the connection;

- 3) All components of any heating, hot water heater or air conditioning unit or units, including free-standing condensers;
  - 4) The garage contiguous to the Unit.
- c. Utility and Structural Components Not Included In Unit. No Unit Owner shall own any electrical, plumbing, heating, air conditioning, telephonic or structural components running through his or her Unit which serve more than his or her Unit, nor shall any Unit Owner own the building framework or structural components of the Unit.
- d. Units are identified by number and located on the Condominium Plat of the Condominium. This description includes the interest pertaining to the Unit in the Common Elements and the rights and obligations created under this Declaration.
2. Common Elements. "Common Elements" are all those portions of the Condominium which are not included in the definition of the Unit and include the tangible personal property used in the operation, maintenance and management of the Condominium. Except as provided herein, the Common Elements are available for the use and enjoyment of service to all Unit Owners. The Common Elements may not be abandoned, subdivided, encumbered, sold or transferred except by amendment of this Declaration. "Limited Common Elements" are those Common Elements identified on the Condominium Plat as reserved for the exclusive use of one or more but less than all of the Unit Owners, including but not limited to particular underground or surface parking spaces assigned to a particular Unit, as set forth on the Condominium Plat.
3. Association. "Association" is the BLACKHAWK LOFTS CONDOMINIUM UNIT OWNERS ASSOCIATION, INC., a Wisconsin Non-Stock Corporation. All Unit Owners shall be members of the Association and subject to its Articles of Incorporation, Bylaws and Rules adopted by it for the use and management of the Condominium. There shall be one (1) vote per Unit for all affairs of the Association. There shall be no fractional voting. By becoming members of the Association, Unit Owners assign the management of the Common Elements of the Condominium to the Association. Subject to rights reserved to the Declarant, the policies of the Association are established by a Board of Directors elected by its members and executed by said Board or by a retained Manager. Pursuant to Sec. 703.155, Wis. Stats., The Board of Directors may delegate all of the powers described in Sec. 703.15(3), Wis. Stats. to a master association.

4. Manager. "Manager" is a real estate management firm or individual retained by the Association to manage the Condominium under the policy direction of the Board of Directors. The Association is not required to retain a manager. Any such manager(s) shall operate under a management agreement which shall be in writing and which may be terminated by the association or the manager, with or without cause, and without payment of a termination fee, upon at least sixty (60) but not more than ninety (90) days prior written notice, or after three (3) years have elapsed, whichever is earlier.
5. Declarant. Blackhawk Partners, LLC, is referred to herein as the "Declarant".
6. Unit Owner. "Unit Owner" is that person or combination of persons who hold legal title to a Unit or equitable ownership of a Unit as a land contract Purchaser. The term is used herein in the singular although the ownership interest in a particular Unit may be held by more than one person. The Declarant is not included in the definition of Unit Owner.

E. APPURTENANT INTEREST AND OBLIGATIONS

1. Common Elements. There is appurtenant to the Units an undivided interest in the Common Elements in the percentages set forth below:

<u>Unit</u>	<u>Undivided Percentage Interest</u>
#9322	3.33%
#9324	3.33%
#9326	3.33%
#9328	3.33%
#9330	3.33%
#9332	3.33%
#9334	3.33%
#9336	3.33%
#9338	3.33%
#9340	3.33%
#9342	3.33%
#9344	3.33%
#9346	3.33%
#9348	3.33%
#9350	3.33%
#9352	3.33%
#9354	3.33%
#9356	3.33%
#9358	3.33%

<u>Unit</u>	<u>Undivided Percentage Interest</u>
#9360	3.33%
#9362	3.33%
#9364	3.33%
#9366	3.33%
#9368	3.33%
#9370	3.33%
#9372	3.33%
#9374	3.33%
#9376	3.33%
#9378	3.33%
#9380	3.33%

2. Common Expenses. Any and all expenses incurred by the Association in connection with the management of the Condominium and its own administration shall be Common Expenses (including, but not limited to: insurance premiums, income taxes, reserve fund for maintenance, repair and replacement of those Common Elements which must be replaced on a periodic basis, costs of improvements of the Common Elements, common services provided to Unit Owners such as outdoor lighting, municipal water and sewer service, trash container rental, fire hydrant charges and salaries, wages or other compensation for services provided to the Association by any professional independent contractors, agents or employees). The Association shall levy assessments from time to time for the purpose of maintaining a fund from which common expenses shall be paid and such assessment shall be levied in the same percentage as is set forth in the preceding paragraph (E.1.).
  
3. Special Assessments. The Association may, whenever necessary or appropriate, as determined by the Board of Directors, levy special assessments against the Unit Owners for:
  - a. The cost of maintaining the Limited Common Elements which are restricted to use by the respective Unit Owner of the Unit appurtenant thereto;
  - b. The purposes set forth in Section E, paragraph 7;
  - c. The purpose of defraying the cost of any improvement to the Common Elements; or
  - d. Any other purpose for which the Association may determine a special assessment is necessary or appropriate.

Special assessments shall be paid at such time or times in a lump sum or in installments as the Association may determine. Any special assessment or installment not paid when due shall bear interest until paid as set forth in the Bylaws and, together with the interest, collection costs and reasonably attorneys' fees, shall constitute a lien on the Unit owned by the non-paying Unit Owner if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Wisconsin Condominium Ownership Act. Such lien shall be subordinate to any first mortgage recorded prior to the due date of the assessment.

4. Maintenance and Repairs. The Association shall be responsible for the management and control of the Common Elements and shall maintain the Common Elements in good, clean and attractive order and repair. The Association shall determine in its sole discretion the manner in which this responsibility shall be performed. Expenses incurred in this regard shall be Common Expenses. Each Unit Owner shall be responsible for the maintenance and repair of his or her Unit, including, without limitation, the washing of the interiors and exteriors of all windows, except for any repairs due to damage insured by the Association as provided herein. The Association shall have and retain the right of access to each Unit for the maintenance, repair or replacement of any Common Element or for the purpose of making emergency repairs necessary to prevent damage to any Common Element, Limited Common Element or other Unit.
  
5. Assessments Against Declarant During Construction of Units. Whenever Units which are not yet constructed are subjected to this Declaration, all non-Declarant Unit Owners shall pay for each such Unit a monthly general assessment equal to the amount set forth in the estimated budget for that year. During these periods, non-Declarant Unit Owners shall not receive a monthly statement of assessment but shall pay the amount specified in the budget which shall be due on the first day of each month. The Declarant shall become liable for the payment of assessments upon first occupancy by a tenant or the date of first sale of each newly constructed Unit owned by Declarant. During the period of Declarant control of the Association under Section 703.15(2)(c) of the Wisconsin Statutes, no Assessments shall be assessed against any Unit owned by Declarant. During the period of Declarant control, however, the Assessments payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if Declarant's Units were subject to full Assessments, based on the annual operating budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total Assessments payable by Unit Owners other than Declarant do not cover total Common Expenses. Furthermore, if the Association has established a statutory reserve account under Section 703.163 of the Wisconsin Statutes, (a) no reserve fund assessments shall be levied against any

Unit until a certificate of occupancy has been issued for that Unit, and (b) payment of any reserve fund assessments against any Unit owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such Unit, or (ii) five (5) years from the date exterior construction of the Building in which the Unit is located has been completed.

6. Common Surpluses. In the event that Common Surpluses should be accumulated such Common Surpluses may be credited to the Unit Owners' assessments for Common Expenses in proportion to their respective percentage interests in the Common Elements or may be used for any other purpose as the Association may determine.
7. Reserve Fund. The Association shall establish and maintain a reserve fund for payment of nonrecurring operating contingencies. Each annual condominium budget shall include funding for the reserve fund at a level determined appropriate by the Association. This reserve fund shall not be a Statutory Reserve Account under section 703.163 of the Wisconsin Statutes.
8. Utilities. Each Unit Owner shall pay for his or her own utilities which are separately metered and/or billed to the Unit Owner by the utility companies serving the Unit. Utility expenses for the Condominium, such as expenses for outdoor lighting in any parking areas, which are not separately billed by the utility companies to the Unit Owners shall be Common Expenses.

#### F. USES

1. Residential Purposes-Storage. The Units and Common Elements of the Condominium may be used only for residential purposes, home occupation as permitted by applicable zoning ordinances, or the management of the Condominium. No such use may unreasonably interfere with the use and enjoyment of the Common Elements and their Units by other Unit Owners. There shall be no storage or activity which increases the insurance rates on the Condominium. Except as provided in this Declaration, no commercial activity may be conducted at the Condominium.
2. Pets. No more than two (2) domestic pets of no more than one hundred (100) pounds each shall be allowed in a Unit. Said animals shall be housed entirely within the owner's Unit. No Unit Owner shall keep in their Unit or anywhere at the Condominium any dogs of the following breed: American Pit Bull Terrier (also known as American Staffordshire Terrier or Staffordshire Bull Terrier), Akita, Chow, Rottweiler, Wolf Hybrid (wolf mixed with any breed), German Shepard or German Shepard mixes. No pets kept by any Unit Owners shall disturb any Unit Owner or prevent the quiet enjoyment of their Unit by any Unit Owner.

3. Communication Equipment.

- a. Communications Equipment Prohibited on Balconies and Patios. In order to preserve the Condominium as an attractive, first-class residential development for the benefit of all Unit Owners, the following items and equipment are prohibited on balconies and patios and in all other locations within the Condominium that are on or outside the exterior of any building in which the Units are located: antennas; satellite dishes; cameras; telecommunications, cable television, fixed wireless, telephone, broadcast, weather monitoring and similar equipment for the transmission or reception of signals; and all wiring, cabling, equipment, cabinets, boxes, masts and other items relating to the use of such equipment or items (collectively, "Communications Equipment"). Notwithstanding the foregoing, Communications Equipment shall be permitted to the extent the foregoing limitations on Communications Equipment are prohibited by law, and to the extent placement of Communications Equipment on balconies, patios and other exterior areas is approved in writing by the Association prior to the installation, maintenance or use of the Communications Equipment.
- b. Installation Restrictions. All installation, maintenance or use of Communications Equipment permitted under this Section, if any, shall be subject to the following restrictions, to the extent such restrictions are permitted by law:
- (i) No party other than a Unit Owner, the Association or the Declarant shall be permitted to install or attach Communications Equipment to or upon the Common Elements.
  - (ii) No Unit Owner may install or attach Communications Equipment to or upon any Common Element other than being attached to the concrete slab forming any balcony or patio appurtenant to such Unit and the railings surrounding such balcony or patio.
  - (iii) The prior written approval of the board of directors of the Association shall be required prior to installing or attaching any Communications Equipment: to or upon the exterior of any such building; to or upon the exterior surfaces of any railings surrounding a balcony or patio; to or upon any other Common Element that is not included in the portions of the balcony or patio described in the preceding paragraph; or in any location from which all or any part of such Communications Equipment will protrude into the Common Element airspace located outside

