

THIRD AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

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PRAIRIE HILLS TOWNHOMES CONDOMINIUM

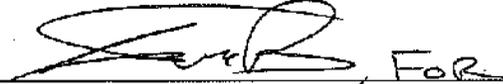
Record this document with the Register  
of Deeds

Name and Return Address:  
Lydia J. Chartre, Esq.  
Husch Blackwell LLP  
33 E. Main Street, Suite 300  
Madison, WI 53701-1379

(See Exhibit B for Parcel Numbers)

Parcel Identification Number

There are no objections to this condominium amendment with respect to Chapter 703 Wis. Stats.  
And it is hereby approved for recording.

  
\_\_\_\_\_  
Director of Planning and Community & Economic Development  
Dane County

Date: 22 SEPT 2020

**THIRD AMENDED AND RESTATED DECLARATION OF CONDOMINIUM**  
**OF**  
**PRAIRIE HILLS TOWNHOMES CONDOMINIUM**

The original Declaration was recorded with the Dane County Register of Deeds under and pursuant to the Condominium Ownership Act of the State of Wisconsin (hereinafter "Act") as found in Chapter 703, Wisconsin Statutes, on October 5, 1995 as Document No. 2709498, as amended by the First Amendment to Declaration, recorded with the Dane County Register of Deeds on January 24, 2000 as Document No. 3187347, and as further amended by the Second Amendment to Declaration, recorded with the Dane County Register of Deeds on June 22, 2001 as Document No. 3337976 and the Condominium Plat recorded as Document No. 2709499, The First Addendum recorded as Document No. 3187348 and the Second Addendum recorded as Document No. 3337977. The Prairie Hills Townhomes Condominium Association, Inc. (the "Association") now amends and restates the Declaration (the "Declaration") as follows:

**ARTICLE I**  
**STATEMENT OF PURPOSE**

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

**ARTICLE II**  
**DESCRIPTION, NAME, RESTRICTIONS, AND DEFINITIONS**

2.01 Legal Description. The real estate subject to this Declaration is described as set forth on Exhibit A, attached hereto.

2.02 Name and Address. The name of the Condominium is "Prairie Hills Townhomes Condominium" and consists of 56 units with the addresses shown on Exhibit B attached hereto.

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

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

- (5) All other governmental laws and regulations applicable to the Condominium.

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

### ARTICLE III UNITS

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

3.02 Description. A Unit in the Condominium shall include:

- (1) One or more contiguous or non-contiguous cubicles of air, including the perpetual right of ingress thereto and egress therefrom. The exterior boundaries of the cubicles shall be the vertical planes of the unfinished interior surfaces of the perimeter walls. The upper boundary of such cubicles shall be the horizontal plane of the unfinished lower surface of the ceiling of the highest story of the cubicle. The lower boundary shall be the horizontal plane of the upper face of the concrete floor in the lowest level of the Unit and the garages. Such cubicles of air shall include the attached garage space as identified on the Condominium Plat.
- (2) Any and all appliances and other fixtures contained in the Unit, which items may include, but not limited to, refrigerator, dishwasher, disposal, laundry equipment, range, compactor, cabinets, carpeting and floor covering.
- (3) The following items serving the particular Unit although they may be outside the defined cubicle of air:
  - (a) All doors and windows, their interior casements, and all of their opening, closing, and locking mechanisms and hardware;
  - (b) All wall and ceiling mounted electrical fixtures and recessed junction boxes serving them;
  - (c) All floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them;
  - (d) All plumbing fixtures and the piping, valves, and other connecting and controlling materials and devices lying between the fixtures and main water or sewage lines to the lowest story of the Unit;
  - (e) The cable television outlet, if any, to the Unit and the junction box serving it;

- (f) The individual furnaces or ducting, the radiator, and the piping providing heating to the Unit, and the controls for the heating system of the Unit;
  - (g) The air conditioning equipment and ducting providing air conditioning to the Unit, and the controls for the air conditioning system of the Unit;
  - (h) The lines bringing natural gas or similar fuel to the Unit, which lines extend from the utility meter to the boundary of the Unit; and
  - (i) The fireplace, if any, serving the unit;
  - (j) The garage doors on the attached garage space, if any, included with the unit;
  - (k) The partition walls dividing spaces located within a unit;
  - (l) The drywall; and
  - (m) Any attic space adjacent to a unit.
- (4) Specifically not included as part of the Unit are those structural components of the building and any portions of the mechanical systems of the building, not specifically included in the Unit under (3) above, which lie within the cubicle or cubicles of air comprising the Unit. For purposes of this subsection, partition walls within a unit shall not be considered structural components.

3.03 Identification. Units shall be identified by the street number and unit number as specified on the "Condominium Plat" of Prairie Hills Townhomes Condominium, as amended by Plat Addendums 1 and 2. A copy of the Condominium Plat was attached to the original Declaration as Exhibit I; a copy of the First Addendum to the Condominium Plat was attached to the First Amendment to Declaration of Condominium as Exhibit VI; and a copy of Second Addendum to the Condominium Plat was attached to the Second Amendment to Declaration of Condominium as Exhibit V.

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

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

4.02 Description. The Condominium Common Elements shall include the land described in Section 2.01 above, any portion of the improvements to the land described in Section 2.01 which is not included in the definition of Unit, including without limitation, the private street providing access to each Unit's driveway and any common parking areas located

within said private street, and all tangible personal property used in the operation, maintenance, and management of the Condominium.

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

4.04 Ownership. There shall be appurtenant to the Units an undivided interest of 1.7857% in the Common Elements.

## **ARTICLE V LIMITED COMMON ELEMENTS**

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

5.02 Description. The Condominium Limited Common Elements and the Unit or Units to which their use is reserved are identified on the Condominium Plat and shall include (but are not limited to) any of the following: patio, balcony, stoops and decks attached or appurtenant to a unit, if any, and driveways lying between the private street and the Unit to which the driveway provides access on an open space area at the rear of each Unit all as depicted on the Condominium Plat. Pursuant to Section 703.14, Wisconsin Statutes, as amended, any owner of a Unit to which the use of any Limited Common Element is restricted may grant by deed, subject to the rights of any existing mortgages or secured party, the use of the Limited Common Element to any other “Unit Owner”, as hereinafter defined. Such deed must be recorded in the Dane County Register of Deeds office, and a copy thereof must be supplied to the Association. After any such grant, the grantor shall have no further right to use the specified Limited Common Element.

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

## **ARTICLE VI USES**

The Units, Limited Common Elements, and Common Elements of the condominium shall be used for residential purposes only, and shall not be used for any trade or business. No Unit shall be leased or rented for hotel or transient purposes. Other restrictions on the leasing of Units may be found in the Association’s Bylaws and Rules and Regulations. Notwithstanding anything to the contrary contained herein, the use of the Units, Limited Common Elements, and Common Elements shall comply with the City of Madison Ordinances and any other restrictions as contained in the Association By-Laws and any rules and regulations adopted by the Association. No use may unreasonably interfere with the use and enjoyment of the Common Elements or other Units by other Unit Owners. There shall be no storage of material, and there shall be no conduct of any activity, which would increase the insurance rates on the

Condominium. Any and all attorney fees and other expenses incurred by the Association in the enforcement of this provision shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit.

## **ARTICLE VII UNIT OWNER**

A "Unit Owner" shall mean a person, combination of persons, partnership, or corporation, who holds legal title to a Unit; provided, however, that in the event equitable ownership has been conveyed in the Unit by means of a land contract or other similar documents, "Unit Owner" shall mean the land contract purchaser.

## **ARTICLE VIII ASSOCIATION**

8.01 Definition. "Association" shall mean the Prairie Hills Townhomes Homeowners Association, Inc., a Wisconsin non-stock corporation.

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

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

## **ARTICLE IX REPAIRS AND MAINTENANCE**

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

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

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

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

## **ARTICLE X STRUCTURAL CHANGES**

10.01 Limitations. A Unit Owner may make improvements or alterations within his/her Unit; provided, however, such improvements or alterations do not impair the structural soundness or integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not impair any easement. A Unit Owner may not change the exterior appearance of a Unit or any portion of the Common Elements (including Limited Common Elements) without obtaining the written permission of the Association Board of Directors. This limitation as to the exterior appearance shall not prohibit the construction by a Unit Owner of a patio or deck attached to an Owner's respective unit so long as the plans and specifications (including, but not limited to, size, location, type of material and design) for such patio or deck have been approved, in writing, by the Association prior to commencement of construction. Any improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of other Units and Limited Common Elements or the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

## **ARTICLE XI INSURANCE**

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

11.02 Liability Insurance. The Association shall maintain comprehensive general liability insurance against all claims, commonly insured against and in such amounts as the Association shall deem suitable; provided, however, the minimum limits for bodily injury and property damage shall be \$1,000,000. The policies shall include standard coverage for the errors and omissions of Association directors and officers, and the Board of Directors shall have the

option of purchasing a standalone Directors and Officers Liability policy to ensure adequate coverage. Such policies shall also contain “severability of interest” endorsements which shall preclude the insurer from denying the claim of a Unit Owner because of negligence on the part of the Association or other Unit Owners.

11.03 Fidelity Insurance. The Association shall maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be the named insured, and the insurance shall be in an amount of not less than fifty per cent (50%) of the Association’s annual operating expenses and reserves. Such amount may be increased by the Association in the discretion of the Board of Directors.

11.04 Administration. Any and all premiums and deductibles associated with the insurance purchased by the Association shall be Common Expense, except as set forth in Section 11.05 below. The Association shall act as the trustee for the purpose of obtaining insurance coverage and for the receipt, application, and disbursement of proceeds. All insurance shall be obtained from generally acceptable carriers and must meet the guidelines established by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, or their successors.

11.05 Insurance Deductible. In the event of any insured loss, the Association’s deductible shall be considered a maintenance expense to be paid by the person or entity (including the Association) who would be responsible for such maintenance under the Condominium Documents, in the absence of insurance. If the loss is caused by more than one Unit or a Unit and the Common Elements, the deductible shall be equitably apportioned by the Board in its sole discretion among the parties suffering loss in proportion to the total cost of repair of insurable items. The amount due from any Unit owner for the deductible shall be an assessment and the Board’s decision on the allocation of the deductible shall be conclusive as long as the Board provided each interested party an opportunity to state its position prior to any apportionment. In determining the allocation of the deductible, the Board may take into account whether or not the negligence of any person or entity contributed to the loss, even if the loss didn’t originate from that unit (e.g., unit owner leaves window open in winter and common element pipe freezes) and may allocate the deductible based on any such negligence.

## **ARTICLE XII REPAIR OR RECONSTRUCTION**

In the event the Common Elements are totally destroyed or sustain more than Fifty Thousand Dollars (\$50,000) in damage at any one time, the Association shall, within fifteen (15) days of the date of damage determine whether the condominium is damaged to an extent more than the available insurance proceeds. Once determined, the Association shall promptly notify the Unit Owners and first Mortgagees in writing of the adequacy or inadequacy of the insurance.

Within ten (10) days of receipt of the notice, the Unit Owners and first Mortgagees shall have the opportunity to decide whether the Condominium should be partitioned. Partition shall only occur by the affirmative vote of Unit Owners representing at least seventy-five per cent (75%) of the votes available in the Association, and by the affirmative vote of at least fifty-one per cent (51%) of the first Mortgagees, calculated on a per-unit basis. In case of such partition, the net

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

### **ARTICLE XIII EMINENT DOMAIN**

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

### **ARTICLE XIV COMMON EXPENSES**

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

14.02 Enforcement. The Assessments of Common Expenses, together with such interest and late fees as the Association may impose in the Bylaws and/or Rules and Regulations for delinquencies and with the costs of collection and actual attorney fees, constitute a lien on the Units against which they are assessed. The Association shall be entitled to collect its actual attorney fees and costs for any effort in collecting a Unit Owner's past due balance owed the Association. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.165 Wisconsin Statutes, as amended.

14.03 Suspension of Voting Rights. If any assessment of Common Expenses is delinquent and a "Statement of Condominium Lien" as described in Section 703.165, Wisconsin Statutes, as amended, has been recorded against a Unit, the Association may suspend the voting rights of the delinquent Unit Owner. A delinquency resulting in the filing of a Statement of

Condominium Lien against a Unit shall constitute an act of default under any mortgage secured by the Unit.

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

14.05 Lien for Non-Payment. The Association shall have a lien, from the date an assessment is made, upon any Unit for assessments made against that Unit, until such assessments are fully paid. The lien shall secure payment of the assessment, interest, late fees, and costs of collection, including actual attorney fees. The lien may be filed in the Dane County Clerk of Circuit Court office by an instrument executed in accordance with Section 703.165 of the Wisconsin Statutes and may be foreclosed. The Unit Owner shall be personally liable for all unpaid assessments, interest, late fees and costs of collection, which includes the Association's actual attorney fees. This liability shall not terminate upon transfer of ownership or upon abandonment by the Unit Owner. The Association shall be entitled to the appointment of a receiver of the Unit, as a matter of strict right. Assessments shall be paid without offset or deduction. No unit owner may withhold payment of any assessment or any part thereof because of any dispute which may exist among a Unit Owner, or the Association. Rather, the Unit Owner shall pay all assessments pending resolution of any dispute.

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

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

## ARTICLE XV AMENDMENTS

Except as otherwise provided herein, this Declaration may only be amended with the written consent of at least two-thirds of the Unit Owners and each Owner's consent shall not be effective unless approved by the Mortgagee of the Unit, as set forth in the Act; and provided, however, that no such amendment may substantially impair the security of any Unit Mortgagee. No amendment to this Declaration shall be effective until an instrument containing the amendment and stating that the required consents or votes were duly obtained, signed on behalf

of the Association, and duly acknowledged or authenticated, is recorded with the Dane County Register of Deeds. For purposes of this provision and Declaration, each Unit shall have one (1) vote.

**ARTICLE XVI  
NOTICES**

16.01 Notice to Association/Resident Agent. The Resident Agent/person to receive service of process for the Condominium Association shall be Madison Property Management, Inc., 1202 Regent Street, Madison, Wisconsin 53715, or other person as may be designated from time to time by the Association, which designation shall be filed with the Wisconsin Department of Financial Institutions office.

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

**ARTICLE XVII  
REMEDIES**

If any Unit Owner fails to comply with all provision of the Act, this Declaration, Association, By-Laws, and Articles of Incorporation, or any rules and regulations promulgated by the Association, the Unit Owner may be fined by the Association, and/or sued for damages caused by the failure or for injunctive relief, of both, by the Association or by any other Unit Owner. Each day of violation shall constitute a separate violation for purposes of this Article. Any unpaid fines shall be assessments against that the Unit and may be liened and foreclosed as such. Any and all attorney fees and other expenses incurred by the Association in enforcing this provision shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit. Individual Unit Owners shall have similar rights of action, but not reimbursement, against the Association.

**ARTICLE XVIII  
EASEMENTS**

Easements are reserved over, through and underneath the Common Elements for ingress and egress and for present and future utility services, including but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, electrical wires, TV wires, security wires, and street lights, whether or not shown on the exhibits attached hereto. Easements for such utility services are reserved to the Association and Unit Owners. Easements for ingress and egress are reserved to the Association in, over, and under the Units and Limited Common Elements, their ceilings, floors, and walls for the purpose of making any repairs which are the obligation of the Association. The Association shall be responsible for any damage resulting from such easements.

**ARTICLE XIX  
GENERAL**

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

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

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

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

19.05 Warranties. No person shall rely upon any warranty or representation unless contained in this Declaration. Any estimates of Common Expenses, taxes, or other charges shall be considered estimates only, and no warranty or guarantee of such amounts shall be made or relied upon.

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

This Amended and Restated Declaration complies with the requirements of the Declaration and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of at least two-thirds (2/3) of the Unit owners, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units, as required by the statutes.

IN WITNESS WHEREOF, the Association has executed this Amended and Restated Declaration for Prairie Hills Townhomes Condominium this 27<sup>th</sup> day of April, 2020

PRAIRIE HILLS TOWNHOMES  
HOMEOWNERS ASSOCIATION INC., a  
Wisconsin Non-Stock Corporation,

By: Angela Klein  
Prairie Hills Townhomes President  
Angela Klein

STATE OF WISCONSIN )  
                                  ) ss.  
COUNTY OF DANE        )

This document was acknowledged before me by Angela Klein as President of  
Prairie Hills Townhomes Homeowners Association Inc. on this 27 day of April, 2020



Jeanine A. Olson  
Notary Public, State of Wisconsin  
Name: JEANINE A. OLSON  
My Commission Expires: 2-8-2021

This document was drafted by:  
Lydia J. Chartre, Esq.  
Husch Blackwell LLP  
30 E. Main Street, Suite 300  
Madison, WI 53701

## EXHIBIT A

### Legal Description

Lot 1, Prairie Hill Replat, Volume 56-76A of Plats, page 222 as Document No. 2172227, in the City of Madison, Dane County, Wisconsin described as follows:

Units 3110-1, 3110-2, 3110-3, 3110-4, 3122-1, 3122-2, 3122-3, 3122-4, 3122-5, 3122-6, 3126-1, 3126-2, 3126-3, 3126-4, 3130-1, 3130-2, 3130-3, 3130-4, 3130-5, 3130-6, 3134-1, 3134-2, 3134-3, 3134-4, 3134-5, 3134-6, 3134-7, 3134-8, 3138-1, 3138-2, 3138-3, 3138-4, 3138-5, 3138-6, 3142-1, 3142-2, 3142-3, 3142-4, 3142-5, 3142-6, 3146-1, 3146-2, 3146-3, 3146-4, 3146-5, 3146-6, 3150-1, 3150-2, 3150-3, 3150-4, 3154-1, 3154-2, 3154-3, 3154-4, 3154-5 and 3154-6 the existing condominium units that are subject to this amendment, in the Prairie Hills Townhomes Condominium(s) created by a "Declaration of Condominium" recorded on October 5, 1995, in the Office of the Register of Deeds for Dane County, Wisconsin, in Vol. 31012 of Records, page 20, as Document No. 2709498, the First Amendment to Declaration, recorded on January 24, 2000, in the Office of the Register of Deeds for Dane County, Wisconsin, as Document No. 3187347, and the Second Amendment to Declaration, recorded on June 22, 2001, in the Office of the Register of Deeds for Dane County, Wisconsin, as Document No. 3337976, and any amendments and/or corrections thereto, and by its Condominium Plat, recorded October 5, 1995, in Vol. 2-531B Condo Plats, as Document No. 2709499, and Condominium Plat Addendum 1, recorded January 24, 2000, in Vol. 3-082A Condo Plats, as Document No. 3187348, and Condominium Plat Addendum 2, recorded June 22, 2001, in Vol. 3-140A Condo Plats, as Document No. 3337977, and any amendments and/or corrections thereto. Said land being in the City of Madison, County of Dane, Wisconsin.

EXHIBIT B

Tax Key Numbers

<u>Tax Key</u>	<u>Street Address</u>
060801408225	3110 Dorchester Way
060801419016	3110 Dorchester Way, Unit 3110-1
060801419024	3110 Dorchester Way, Unit 3110-2
060801419032	3110 Dorchester Way, Unit 3110-3
060801419040	3110 Dorchester Way, Unit 3110-4
060801419511	3122 Dorchester Way, Unit 3122-1
060801419529	3122 Dorchester Way, Unit 3122-2
060801419537	3122 Dorchester Way, Unit 3122-3
060801419545	3122 Dorchester Way, Unit 3122-4
060801419553	3122 Dorchester Way, Unit 3122-5
060801419561	3122 Dorchester Way, Unit 3122-6
060801419470	3126 Dorchester Way, Unit 3126-1
060801419488	3126 Dorchester Way, Unit 3126-2
060801419496	3126 Dorchester Way, Unit 3126-3
060801419503	3126 Dorchester Way, Unit 3126-4
060801419412	3130 Dorchester Way, Unit 3130-1
060801419420	3130 Dorchester Way, Unit 3130-2
060801419438	3130 Dorchester Way, Unit 3130-3
060801419446	3130 Dorchester Way, Unit 3130-4
060801419454	3130 Dorchester Way, Unit 3130-5
060801419462	3130 Dorchester Way, Unit 3130-6
060801419339	3134 Dorchester Way, Unit 3134-1

060801419347	3134 Dorchester Way, Unit 3134-2
060801419355	3134 Dorchester Way, Unit 3134-3
060801419363	3134 Dorchester Way, Unit 3134-4
060801419371	3134 Dorchester Way, Unit 3134-5
060801419389	3134 Dorchester Way, Unit 3134-6
060801419397	3134 Dorchester Way, Unit 3134-7
060801419404	3134 Dorchester Way, Unit 3134-8
060801419272	3138 Dorchester Way, Unit 3138-1
060801419280	3138 Dorchester Way, Unit 3138-2
060801419298	3138 Dorchester Way, Unit 3138-3
060801419305	3138 Dorchester Way, Unit 3138-4
060801419313	3138 Dorchester Way, Unit 3138-5
060801419321	3138 Dorchester Way, Unit 3138-6
060801419214	3142 Dorchester Way, Unit 3142-1
060801419222	3142 Dorchester Way, Unit 3142-2
060801419230	3142 Dorchester Way, Unit 3142-3
060801419248	3142 Dorchester Way, Unit 3142-4
060801419256	3142 Dorchester Way, Unit 3142-5
060801419264	3142 Dorchester Way, Unit 3142-6
060801419058	3146 Dorchester Way, Unit 3146-1
060801419066	3146 Dorchester Way, Unit 3146-2
060801419074	3146 Dorchester Way, Unit 3146-3
060801419082	3146 Dorchester Way, Unit 3146-4
060801419090	3146 Dorchester Way, Unit 3146-5
060801419107	3146 Dorchester Way, Unit 3146-6

060801419115	3150 Dorchester Way, Unit 3150-1
060801419123	3150 Dorchester Way, Unit 3150-2
060801419131	3150 Dorchester Way, Unit 3150-3
060801419149	3150 Dorchester Way, Unit 3150-4
060801419157	3154 Dorchester Way, Unit 3154-1
060801419165	3154 Dorchester Way, Unit 3154-2
060801419173	3154 Dorchester Way, Unit 3154-3
060801419181	3154 Dorchester Way, Unit 3154-4
060801419199	3154 Dorchester Way, Unit 3154-5
060801419206	3154 Dorchester Way, Unit 3154-6