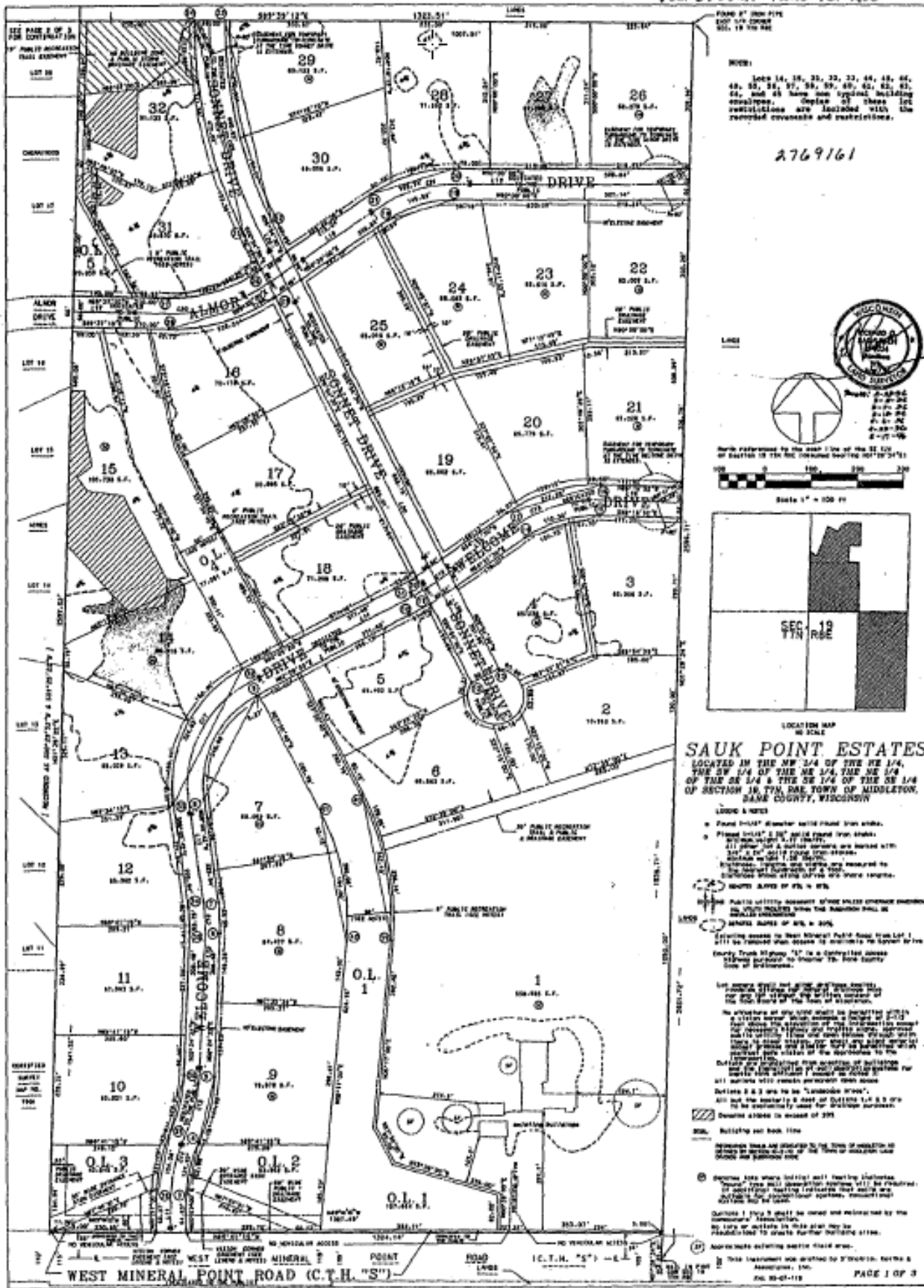




By-Laws of Sauk Point Estates Homeowners Association



**BY-LAWS OF SAUK POINT ESTATES
HOMEOWNERS ASSOCIATION, INC.**

Re: Plat of Sauk Point Estates,
Town of Middleton, Dane county, Wisconsin.

**ARTICLE I
MEMBERSHIP**

RH Development Company, a Wisconsin Limited Partnership, the owner of the Plat of Sauk Point Estates, in the Town of Middleton, Dane County, Wisconsin, hereby declares and provides that every owner of a lot in Sauk Point Estates, except Lot One (1), shall be a member of the Sauk Point Estates Homeowners Association, Inc., a nonstock, nonprofit Wisconsin corporation, and subject to the By-Laws and Rules of said Association. Each lot owner shall be entitled to one (1) vote for each lot owned. Where more than one person are owners of a lot, all shall be members of the Association, but they shall be cumulatively entitled to only one vote, and they may cast their total one vote in proportion to their ownership of the lot. Those people owning only a security interest in a lot shall not be members and shall have no right to vote. A land contract vendee shall have the voting rights, rather than the vendor of the land contract.

**ARTICLE II
DIRECTORS**

The affairs of the Association shall be managed by the directors of the Association, which directors initially shall be three (3) in number, but may be increased by a majority vote of the directors at any regular or special meeting called for that purpose. The initial directors shall be David J. Kruchten, Mark G. Kruchten and Jane Kjellstrom, and their initial term of office shall be for a period of two years or until new directors are elected to succeed them. Until Developer has sold all of Lots 2-72 in the Plat of Sauk Point Estates, or such earlier time as determined by Developer, the members of the board of directors shall be appointed by Developer, its successors or assigns, and need not be owners of Lots.

**ARTICLE III
MEETING OF MEMBERS**

Meetings of the members shall be held in November or December of each year at a date set by the Board of Directors, and the meeting shall be held in Dane County, Wisconsin. Special meetings of the members may be called at any time by the board of directors, which meetings shall also be held in Dane County.

P 557
DANE COUNTY
REGISTER OF DEEDS
Doc No 2780586
1996-07-19 11:42 AM
Trans. Fee 0.00
Rec. Fee 18.00
Pages 5

Return to: Thomas G. Voss
P.O. Box 1348
Madison, WI 53701-1348

Parcel No. 19-0708-191-8501-8, 9070-8
9001-1
19-0708-194-8000-1, 9500-4
9850-1

**ARTICLE IV
NOTICE TO MEMBERS**

Written notice stating the place, day and hour of the meetings, and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered personally or by first class mail to each member entitled to vote at such meeting not less than three, nor more than thirty, days before the date of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his last-known address as appears on the records of the Association, with postage thereon prepaid. In lieu of such notice, notice may be given by publishing the same each week for two consecutive weeks in a newspaper published in Madison, Wisconsin.

**ARTICLE V
VOTING**

A member may vote in person or by proxy executed in writing by the member or his duly authorized agent. No proxy shall be valid after eleven months from the date of its execution unless, otherwise specifically provided in the proxy.

**ARTICLE VI
QUORUM**

Members holding one-tenth of the votes entitled to be cast, present in person, or represented by proxy shall constitute a quorum at a meeting of the members. A majority of the votes entitled to be cast by the members present in person or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the members.

**ARTICLE VII
ASSOCIATION RECORDS OF MEMBERS**

For the purpose of giving notice to the members, the owner of record as of January 1 of the year of the meeting shall be considered to be the member unless the Association has received written notice of a change of ownership at least fifteen (15) days prior to the date of sending out the notice of annual or special meetings. Such record of membership shall be continued in the case of any adjournment of an initial meeting.

**ARTICLE VIII
MEETINGS OF BOARD OF DIRECTORS**

Meetings of the board of directors may be called by or at the request of the president or two directors at such place as the person or persons calling the meeting shall designate, and if no place is designated, the meeting shall be held at the registered

office of the Association (initially, 809 Klein Drive, Waunakee, Wisconsin). Notice of any meeting shall be given orally or by written notice delivered personally or mailed to each director at his home office at least three days previous thereto. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting except where a director attends a meeting and objects thereto to the transaction of any business because the meeting is not lawfully called or convened. The board of directors may by resolution, adopted by a majority thereof, designate one or more committees, each committee to consist of at least one director and as many other members of the Association as the board of directors provides for in such resolution.

ARTICLE IX OFFICERS

The officers of the Association shall consist of a president, one or more vice-presidents, a secretary, a treasurer, and such other officers and assistant officers as the board of directors may deem necessary. All officers shall be elected or appointed annually by the board of directors. Any two or more offices may be held by the same person except the offices of the president and secretary and the offices of president and vice president. Any officer or agent elected or appointed by the board of directors may be removed by the board of directors whenever in its judgment, the best interest of the Association shall be served thereby, but such removal shall be without prejudice to the contract rights if any, of the person so removed. Election or appointment shall not of itself create contract rights.

All directors and officers of the Association shall be members of the Association. Officers of corporations owning title to any lot in Sauk Point Estates shall be entitled to be officers and directors of this Association. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the board of directors for the unexpired portion of the term.

The president shall be the principal executive officer of the Association and, subject to the control of the board of directors, shall in general supervise and control all business and affairs of the Association. The president shall, when present, preside at all meetings.

The officers shall have such duties and functions as are generally held or performed by such officers of business corporations, and such additional duties and functions as may be established by the board of directors. Additionally, officers and assistant officers shall have charge of and shall perform such duties as may be authorized by the board of directors and assigned to them by the president.

The board of directors shall have _the absolute right to establish rules and regulations with respect to use of the property owned by the Association and any other matters. It shall also make decisions with respect to maintenance, improvements and the hiring and firing of any contractors or employees.

ARTICLE X CHARGES AND SPECIAL ASSESSMENTS

Each lot shall be subject to a general annual charge or assessment in the initial sum of Fifty (\$50) Dollars per lot for the purpose of deferring the costs of administration and operation of the Association, including but not limited to management expenses, taxes and special assessments, insurance premium, and legal and accounting fees, and the costs of improving, maintaining, landscaping, signage, lighting and administering the Outlots and the easement areas. The general annual charge or assessment shall not be increased without a fifty-one (51%) percent vote of the membership entitled to vote at any annual meeting or special meeting called for the purpose of increasing such annual charge. A reasonable allowance for contingencies and expenses of enforcing the recorded declarations of conditions, covenants, restrictions and easements affecting Sauk Point Estates may be included in such assessments. The annual charge to each lot owner shall be paid on or before January 1 of each year and if not paid on or before such date, shall bear interest at the rate of eighteen (18%) per cent per annum until paid in full. In the event the assessment and delinquent interest is not paid by April 1 of each year, a judgment may be taken against the owner of such property or any subsequent purchaser thereof, together with reasonable costs of collections, including actual attorney's fees.

ARTICLE XI ARCHITECTURAL CONTROL COMMITTEE

At such time as the developer, R H Development Company, relinquishes control of construction as set forth in the recorded restrictions, the board of directors shall appoint an architectural control committee. The committee shall consist of three persons. One member of the board of directors shall be a member of such committee and shall act as its chairman. A majority of the committee may designate one of its members to act for it in approving building plans, but only a majority of the committee may disapprove such plans. The members of the committee shall not be entitled to any compensation for services performed as a member of the committee. The committee shall carry out the intents and purposes of the declaration of conditions, covenants, restrictions and easements affecting the property with which the Association is concerned.

IN WITNESS WHEREOF, R H Development Company, the owner of Sauk Point Estates, has executed these By-Laws this 16th day of June, 1996.

R. H. DEVELOPMENT COMPANY,
a Wisconsin Limited Partnership,
by R.H. DEVELOPMENT, INC.,
General Partner.

By: David J. Bruchten (SEAL)
David J. Bruchten, President

BY: Mark G. Kruchten (SEAL)
Mark G. Kruchten, Vice-President

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 16 day of July, 1996,
the above named David J. Kruchten, President, and March G.
Kruchten, Vice-President, of R.H. Development, Inc., to me known to
be such officers and the persons who executed the foregoing
instrument and acknowledged the same.

Thomas G. Voss
Notary Public, State of Wisconsin
My Commission is Permanent.

Drafted by Thomas G. Voss

DECLARATION OF COVENANTS AND
RESTRICTIONS FOR LOTS TWO (2) THRU SEVENTY-TWO
(72) AND OUTLOTS ONE (1) THRO NINE (9) INCLUSIVE,
IN THE PLAT OF SAUK POINT ESTATES, TOWN OF
MIDDLETON, DANE COUNTY, WISCONSIN

WHEREAS, RH Development Company, a Wisconsin Limited Partnership (herein referred to as "Developer"), is the land contract purchaser of the above Lots in the Plat of Sauk Point Estates (the "Plat"), in the Town of Middleton, Dane County, Wisconsin (all of the lots herein collectively referred to as "Lots" or "Lot" if reference is made to any one of such Lots, excluding Lot 1, and all of the Outlots herein collectively referred to as "Outlots" or "Outlot" if reference is made to any one of such outlots); and

WHEREAS, the Developer desires to control the purpose for which the Lots and Outlots are used, to maintain a high standard of quality with respect to the development and maintenance of the Lots and the structures constructed thereon, and to facilitate the same, to obligate the owners of the Lots, or any part thereof, to be bound by certain conditions, restrictions, reservations and easements for the benefit of each and every Lot owner;

NOW, THEREFORE, the Developer hereby declares and provides that all of the Lots are hereby subject to the following restrictions, covenants, conditions and easements:

(1) (a) Single-Family Residences. The Lots shall be used for single-family residential purposes only and no structures (except accessory buildings permitted pursuant to paragraph (2) below) shall be erected, altered, placed or permitted to remain on any Lot or part thereof, other than one detached single-family dwelling, not to exceed two stories in height, and a private garage attached to said dwelling for not less than two cars.

(b) Building envelope restrictions for Lots 14, 15, 31, 32, 33, 44, 45, 46, 49, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64 and 65. The above Lots have non-typical building envelopes. There shall be no structures or accessory buildings on said Lots except in the designated building envelopes as shown on the attached Exhibit A (maps of restricted Lots). Any change of the building envelopes requires the written approval of the Town of Middleton.

(2) Accessory Buildings. Accessory buildings are expressly prohibited in the front or side yard of any Lot, but may be

DANE COUNTY
REGISTER OF DEEDS

Doc No 2769198

1996-06-07 09:34 AM
Trans. Fee 0.00
Rec. Fee 48.00
Pages 20

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RETURN TO: Thomas G. Voss
P.O. Box 1348
Madison, WI 53701-1348

Parcel No. 19-0708-191-8501-8
19-0708-191-9070-8
19-0708-191-9001-1
19-0708-194-8000-1
19-0708-194-9500-4
19-0708-194-9850-1

constructed in the rear yard of a Lot with the prior written approval of the Architectural control Committee established under paragraph (18) below (hereinafter the "Committee"). Such accessory buildings shall not exceed 12 feet in width by 16 feet in length by 12 feet in height.

- (3) Use of Outbuildings. No trailer, basement, tent, shack, garage, barn or outbuilding, or any part thereof, erected on any "Lot shall at any time be used as a residence, temporarily or permanently, nor shall any building of a temporary character be used as a dwelling.
- (4) Pets. No more than three domestic animals may be kept on any Lot owner's premises and must be housed within the principal structure constructed on the Lot. No other animals; livestock or poultry of any kind shall be raised, bred or kept on the Lot. Commercial animal boarding, kenneling or treatment is prohibited, whether for fee or not.
- (5) Lot Appearance. The Lot owner shall be responsible for maintaining the Lot in a neat condition. All Lot areas not used as a building site, as lawn or under cultivation as a family garden, shall have a cover crop or be so cultivated or tended so as to keep them free of noxious weeds.
- (6) Parking of Vehicles. The parking of service vehicles owned or operated by the Lot owners and their families is prohibited, unless they are kept in garages. The storage of automobiles, boats, travel trailers, mobile homes, campers, snowmobiles, motorcycles or any other recreational vehicle is prohibited, unless they are kept inside garages. This shall not prohibit the temporary parking of such vehicles for the purpose of loading and unloading.
- (7) Relocation of Existing Structures Prohibited. No building previously erected elsewhere shall be moved upon any Lot, except new prefabricated construction which has been approved by the Committee.
- (8) Nuisances Prohibited. No noxious or offensive trade or activity shall be carried on nor shall anything be done which may be or will become a nuisance to the neighborhood. Nuisances such as loud or unreasonable noise shall not be permitted to exist upon any Lot so as to be detrimental to any other property or its occupants. Exterior lighting shall not be directed in such a manner as to create an annoyance to neighbors. Trash and garbage containers shall not be visible to the public except on days of trash collection. No clotheslines or other clothes drying apparatus shall be permitted in any yard on a permanent basis.
- (9) Fences. No fences shall be erected on any part of any, front yard. All other fences must be approved by the Committee.

No exterior antennas or satellite dishes shall be erected on any structure or Lot without the prior written approval of the Committee and must be screened from view.

- (10) Mailboxes and Yard Lights. To provide continuity throughout the Sauk Point Estates, each Lot owner shall purchase from the Developer a mailbox, a newspaper tube and a post to be installed by the Developer or the builder on the Lot in accordance with the regulations of the United States Post Office Department. Only mailboxes and newspaper tubes provided or approved by the Developer shall be allowed, except for mail depositories which are the property of the United States Post Office Department. Each Lot owner, at his expense, shall also install a post light approved by the Committee in the front yard of the Lot. Each light shall use only a direct wire and shall be controlled by a photo cell. The Lot owner shall maintain the fixture and light bulb.
- (11) Driveways. All driveways from the garage to the public street shall be paved with bituminous concrete (asphalt) or concrete (cement) within one year from the date of issuance of the building permit. Driveway culverts shall be installed under all driveways by the Lot owner per Municipal Code. All driveway culverts shall be arch shaped and shall have apron-end sections on each end.
- (12) Signs. No signs of any type shall be displayed in public view on any Lot without the prior written consent of the Committee, except lawn signs of not more than four square feet in area advertising a Lot for sale.
- (13) Minimum Floor Area. Each residential structure constructed on a lot shall have the following minimum floor areas of finished living space:
- (a) Single-story houses shall have not less than 2,200 square feet on the main level, excluding the garage and porches. The main level is defined as the level totally above the exterior finished grade.
 - (b) Split level or raised ranch houses shall have not less than 2,200 square feet on the main levels, excluding the garage and porches. The main levels are defined as those levels totally above the exterior finished grade. If the garage is in the basement, the minimum square footage of the main levels shall be not less than 2,500 square feet.
 - (c) Two-story houses shall have not less than 1,400 square feet on the first-floor area and a total of 2,800 square feet of finished area, excluding the basement.

(d) The above minimum floor area requirements may be reduced by the Committee, in the event the proposed architectural design and quality of the house is such that it presents an appearance comparable or superior to the appearance of other houses built in Sauk Point Estates which conform to the above requirements.

(e) For the purpose of determining floor area, stair openings shall be included, but open porches, screened porches, attached garages and basements shall be excluded.

(14) Approval of Building Plans. No building shall be erected, placed or altered on any Lot until the construction plans and specifications, landscaping plan and site plan showing the building location and elevation, the septic system location and elevation, the elevation of adjacent structures and the Lot topography have been approved in writing by a majority of the Committee. No approval shall be granted if the proposed elevations and finished grades are not compatible with the street elevation and the finished grade of adjacent structures and Lots, if such adjacent structures have previously been approved or unless such grades are compatible with what the Committee deems to be the reasonably desirable grade level for the Lot in question. In reviewing all plans, the Committee shall pay particular attention to exterior elevations, location of chimneys, materials, colors, roof pitch and roofing materials, soffits, fascia, siding and landscaping. The following standards shall be adhered to in all design and construction, the Committee reserving the right to make such exceptions as it, in its discretion, deems necessary and proper.

(a) All chimneys and all exterior flues shall be enclosed.

(b) Fascia shall be cedar, redwood or pine. No aluminum fascia will be permitted. Fascia must be 10 inches minimum depth.

(c) Soffits may be aluminum or wood.

(d) Roofing must be architectural type, textured, fiberglass or asphalt shingles or wood shakes. Fiberglass shingles shall be 220-pound weight or greater. Standard three-in-one shingles are not permitted.

(e) Most wood siding types will be permitted. However, "Texture 1-11" siding or other similar siding is not permitted. All siding must be stained or painted. Because the colors available in stains and paints vary greatly, the desired color schemes must be submitted with the building plans for approval.

- (f) It is the intent of the Committee to coordinate trim, siding and roofing colors to provide the most aesthetic combination for a particular house as well as for Sauk Point Estates. The overall color schemes must be submitted with the building plans for approval.
- (g) Roof pitch shall be 6/12 (6 inches vertical to 12 inches horizontal) or steeper unless otherwise approved by the Committee.
- (h) Each residential structure erected shall have its entire external construction completed and the Lot fully landscaped and driveway paved within 12 months from the date of issuance of the building permit except for delays in completion due to strike, war or act of God.
- (i) No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of the committee

(15) Landscaping. The following are the minimum landscaping requirements:

- (a) No owner shall grade or obstruct any swale or drainage way, whether protected by easement or not, which is in existence at the time of development so as to impede the flow of surface water from other Lots through such swale or drainage way. This shall include the drainage ditches along the public streets.
- (b) 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 or impede the flow of surface water .in drainage channels in the easement. The easement area of each Lot and all improvements therein shall be maintained continuously by the owner of the tot, except for those improvements for which a public authority or utility company is responsible. The Lot owner shall not change the finished grade on a utility easement by more than 6 inches without the consent of the utility company.
- (c) Lawn trees shall be planted within 30 days of occupancy of the home or upon completion of construction, whichever occurs first, except that trees are not required to be planted during winter months when the ground is frozen, but rather shall be planted as soon as weather conditions permit.
- (d) Each Lot owner shall plant three conifers ranging in size from 6 to 8 feet in height in the front

lawn area, chosen from the following varieties: Colorado Blue or Green Spruce, Black Hills Spruce, Scotch Pine, Austrian Pine or Douglas Fir, the landscaping points required in subparagraph (e) below shall be in addition to this requirement, such that no points shall be received for fulfilling this equipment.

- (e) In addition to the requirement in paragraph (d) above, the landscaping plan for each Lot shall achieve a minimum of 1,000 landscaping points as determined by the following point schedule. All 1,000 points must be located in front of the residence and side yards. Side yard points shall not exceed 40 feet from the front of the residence. No more than 200 points total shall be allowed for any combination of walls, fences and berms:

<u>Landscaping Element</u>	<u>Point Value</u>
Canopy Tree (2"- 3" caliper at 18 inches)	75
Canopy Tree (3"- 4" caliper at 18 inches)	100
Canopy Tree (greater than 4" at 18 inches)	150
Canopy Tree or Small Tree (1"- 1½" caliper at 18 inches, i.e. Crab, Hawthorn, etc.)	50
Evergreen Tree (4 to 6 feet in height)	50
Large Deciduous Shrub (3-year transplant - 36" min.)	10
Small Deciduous shrub (3-year transplant - 18" min.)	5
Evergreen Shrub (3-year transplant - 24" min.)	5
Decorative Wall (per face foot)	2
Rail Fence (per lineal foot)	1
Earth Berm (average height 30" - per lineal foot)	1

- (f) All yards shall be fertilized and sodded, or fertilized, seeded and mulched. This requirement includes the terrace area within the street right-of-way.
- (g) The maintenance of the plantings and yard are as is the responsibility of the Lot owner. Any trees or shrubs which die shall be removed by the Lot owner and replaced with a like variety of the same size as the original plant at the time of planting so as to maintain the original landscaping elements.
- (h) The use of plantings in excess of those required above is encouraged. However, the complete screening of the front yard area is prohibited

- (16) Front and Side Yard Requirements. No building or any part thereof shall be located closer than 50 feet from the front Lot line. No building or any part thereof shall be located nearer

than 10 feet from a side Lot line. Where one and one-half, two or more Lots are acquired as a single-building site, the side Lot lines shall refer only to the side boundaries bordering the adjoining property owners. The Committee shall have the right, in its sole discretion, to approve reasonable variations to the above front yard and side yard setbacks, depending on Lot topography, septic system-drain field requirements and other conditions or where strict enforcement of these setback provisions would work a hardship.

- (17) Subdivision of Lots Prohibited. No Lot shall be re-subdivided so as to create additional building parcels. This covenant shall not be construed to prevent the use of one Lot and part of another Lot as a building parcel.
- (18) Architectural control Committee. The Architectural Control Committee (herein "Committee") shall consist of two persons selected by the Developer until the Developer relinquishes control of the Committee or no longer has any interest in any Lot in the Plat of Sauk Point Estates, whichever is earlier, and shall thereafter consist of three members selected by the Board of Directors of Sauk Point Estates Homeowners Association, Inc. A majority of the Committee may designate a representative to act on its behalf. In the event of the death or resignation of any member of the Committee, the Developer or Board of Directors, as appropriate, shall designate a successor.

The Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove any plans, specifications or other matter requiring approval within 30 days after the Committee's receipt of the same, and, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required and the related covenants shall be deemed to have been complied with fully. The time limit for approval shall not be deemed to have commenced-until all of the required information has been received by the Committee for review.

The Committee shall exercise its approval authority and discretion in good faith, and all Lot owners, by their acceptance of their deeds or any other interests in a Lot, agree to hold the Committee harmless for any perceived discrepancies in the Committee's good-faith performance of its duties.

The Committee shall not be responsible for inspecting any construction to ensure compliance with the approved plans, but any Lot owner, including the Developer, shall have the right to bring legal action to enjoin any noncompliance or violation as set forth below in paragraph (25).

(19) Slope Control Areas. The graded slopes as established by the original Developer shall remain as permanent. Within these slope control areas, no structure, planting, or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each Lot and all improvements in them shall be maintained continuously by the owner of a Lot, except for those improvements for which a public authority or utility company is responsible.

(20) Use of Outlots.

- (a) References to "Outlots" in this Declaration shall be deemed to refer to Outlots One (1), Two (2), Three (3), Four (4), and Five (5), Six (6), Seven (7), Eight (8) and Nine (9).
- (b) Outlots one (1), through Nine (9) shall be conveyed to the Sauk Point Estates Homeowners Association, Inc., contemporaneously with the recording of the Plat and this Declaration with the Dane County Register of Deeds, and subject to Paragraph (22) of this Declaration, are to be maintained and remain as permanent open space and areas of natural reservation for the use and enjoyment of the members of the Association without hindering or encroaching upon the lawful rights of the other owners of Lots in the Plat. Out lots One (1) through Nine (9) are subject to recreational trails and drainage easements as designated on the Plat. The Association may from time to time adopt rules and regulations governing the use of the outlots, but such rules and regulations shall be uniform and nondiscriminatory. Each Lot owner, by the acceptance of a deed or other instrument of conveyance of a Lot in the Plat agrees to be bound by any such rules and regulations.
- (c) No lot owner shall keep or store anything on or in any of the Outlots; nor shall any Lot owner hang, erect, affix or place anything within or on any of the outlots nor shall any Lot owner conduct any farming practices or the raising of livestock on any of the Outlots.
- (d) The Developer shall be permitted to construct an entryway sign identifying the Sauk Point Estates subdivision within the easement area for that purpose on Outlots Two (2) and Three (3). The size and design of the sign shall be subject to approval by the Town of Middleton. The sign and landscaping therefore shall be maintained by the Sauk Point Estates Homeowners Association.

- (e) Those areas designated as drainage easements on the Plat shall be maintained according to the order of the Town of Middleton.
- (f) There may be no changes or termination with regards to the Outlots' usage or their maintenance and tax collection without the written approval of the Town of Middleton.

(21) Sauk Point Estates Homeowners Association.

- (a) The Association. The Sauk Point Estates Homeowners Association, Inc. (hereinafter the "Association") shall be formed by the Developer upon recording of the Plat and shall be responsible for the management of the outlots and shall have such other responsibilities as the Association may from time to time adopt so as to further the interests of the Lot owners in the Plat. It shall have all powers necessary or desirable to effectuate such purposes. Upon recording of this Declaration, the Association shall manage and preserve the Out lots in a reasonably natural state, subject to the other provisions of this Declaration, for the benefit of the members of the Association, and provide such rules for the use of the outlots by the members of the Association as are deemed appropriate.

The Association shall have easements to and shall maintain as a common expense entry signs and landscaping therefor to be constructed and installed by Developer on Outlots Two (2) and Three (3) and within the easement area defined in Lot seventy (70) and the land abutting the Northwest corner of the intersection of Goth Road and Summerfield Drive. Maintenance shall include electrical lighting charges, sign repair and maintenance of landscaping within the easement area.

- 1. Membership. The owner of a Lot shall automatically become a member of the Association. Said membership is appurtenant to the Lot of said owner, and the ownership of the membership for a Lot shall automatically pass with fee simple title to the Lot. Each owner shall automatically be entitled to the benefits and subject to the burdens relating to such membership, Membership in the Association shall be limited to the owners of Lots in the Plat. Lot One (1) of Sauk Point Estates has been specifically excluded from this Declaration and Membership in the Association.

2. Board of Directors. The affairs of the Association shall be managed by a Board of Directors, which may delegate any portion of its authority to an executive committee, subject to applicable law. Notwithstanding anything to the contrary provided for herein, until Developer has sold all of Lots 2 - 72 in the Plat which are subject to this Declaration or such earlier time as determined by the Developer, the members of the Board of Directors shall be appointed by Developer, its successors or assigns, and need not be owners of Lots. Developer's waiver of right to appoint the Board of Directors shall be effective upon the recording of a notarized statement of waiver in the office of the Dane County Register of Deeds.

3. Voting. of owners. subject to the terms, conditions and limitations of the Articles and Bylaws, and the limitation on the election of the Board of the Association in subparagraph (21) (a) 2, above, the owner or owners of each Lot shall be entitled to one vote as members of the Association for each such Lot owned by said owner or owners. Where more than one person or persons are owners of one Lot, all shall be members of the Association, but they shall be cumulatively entitled to only one vote and they may cast there total one vote in proportion to. Their ownership of the Lot.

4. Bylaws and Articles. The purposes and powers of the Association and the rights and obligations with respect to Lot owners set forth in this Declaration may and shall be amplified by provisions of the Articles and Bylaws of the Association.

(b) Certain Rights and Obligations of the Association. The Association shall have and may exercise any right or privilege given to it expressly by this Declaration, the Articles or Bylaws or reasonably to be implied by law, or which may be necessary or desirable to fulfill its duties, obligations, rights or privileges. The Association shall, not be empowered or entitled to:

1. Change the pro rata interest or obligations of any individual Lot for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards;

2. Partition or subdivide any Outlot; and

3. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer (excluding the granting of easements for public utilities or other public purposes consistent with the intended use of the Outlots) any of the Outlots, except as provided herein.

(c) Maintenance of Outlots. The Association shall provide for the care, operation, management, maintenance and repair of the Outlots. The Outlots shall be maintained in a way so as to avoid the growing of noxious weeds, but otherwise shall maintain the Outlots so as to promote their natural state in a reasonable manner. It is intended that the outlots are to be maintained as open space and except as allowed in this document or on the Plat, shall not contain structures except a subdivision entry sign on outlots Two (2) and Three (3) as set forth in paragraph (20)(e) above. Without limiting the generality of the foregoing, said obligations shall include the keeping of such Outlots in good, clean, attractive and sanitary condition, order and repair; and making necessary or desirable alterations, additions, betterments or improvements to or on the Outlots consistent with their purpose. However, no development of or use of the outlots may limit, restrict, or impair the ability of a Lot owner to use that portion of the outlots adjacent to their Lot and designated on the Plat as a soil absorption easement for use as part of a soil absorption system subject to other provisions of this document, including but not limited to paragraph (22) of this Declaration. The Outlots are subject to easements for recreational trails and drainage. All maintenance shall be provided by the Association to keep the drainage easements open and to the standards authorized by the Town of Middleton. The Association shall mow, clear and maintain these easements as directed by the Town of Middleton. The Association may maintain to a higher standard but shall, if directed by the Town, perform maintenance to keep the drainage easements serving their intended purposes. If the Association does not maintain drainage easements per Town direction, the work may be performed by the Town and billed to the Association upon a 30-day notice.

(c) Assessment for Common Expenses. All Lot owners, including Developer, shall be obligated on an

annual basis to pay the estimated assessments imposed by the Board of Directors to meet the common expenses. "Common Expenses" means and includes all sums lawfully assessed against the members of the Association as expenses of administration, operation, maintenance, taxes upon, or repair of the Association or outlots as applicable, and shall be allocated among the Lots on an equal basis. Assessments for the estimated Common Expenses shall be due in advance, on the first day of each year. The Board of Directors shall prepare and deliver or mail to each Lot owner an itemized annual statement showing the various estimated or actual expenses for which the assessments are made. The assessments made for Common Expenses shall be based upon the requirements deemed to be such aggregate sum as the Board of Directors shall from time to time determine is to be paid to provide for the payment of all expenses growing out of or connected with the administration, operation, maintenance, taxes upon, or repair of the Outlots and the Association as applicable, which sum may include, but is not limited to: expenses of management, taxes and special assessments, premiums for insurance; landscaping and care of grounds; repairs and renovations; legal and accounting fees; capital expenditures; deficits remaining from a previous period; and other costs and expenses relating to the operation of the Association or to the Outlots. The omission or failure of the Board of Directors to fix the assessment for any reason shall not be deemed a waiver, modification or a release of the Lot owners from their obligation to pay same. At the end of any calendar year, the Board of Directors may, but shall not be required to, refund to each Lot owner his, her or their proportionate share of funds then held by the Association which are not deemed to be necessary to meet the Common Expenses. The assessments against Lots shall be equal in amount, but in no event shall any annual assessment exceed \$250.00 (not including taxes attributable to Outlots, which, if assessed, shall be divided equally among the Lots and which shall constitute an assessment for Common Expenses above the annual limitation), as adjusted from time to time by a 51 percent vote of the membership entitled to vote at any annual meeting or a special meeting called for the purpose of increasing such annual maximum charge. No limitation on assessment for Common Expenses contained herein shall limit the Town of Middleton's authority to assess the Lots on a pro rata basis for the cost of maintenance of the outlots in the event the Town incurs expenses for such maintenance.

- (e) Failure of Association to Maintain. In the event that the Association fails to maintain the Outlots

in a manner generally consistent with subparagraph (21) (c) above, the Town of Middleton may, after 30 days' written notice and the opportunity to maintain has been given to the Association, take over maintenance of such Out lots and assess, on a pro rata basis, the cost of maintenance against each Lot in the Plat. The pro rata share of such maintenance charges shall be a lien upon the real estate. In such event, such assessment shall be included in the tax bill for every Lot. If members of the Association vote to terminate their Association, and if the Town of Middleton opts to and ratifies conveyance, then the outlots shall be deeded to the Town of Middleton at no cost to the Town, and all unexpended funds set aside by the Association for maintenance shall be paid to the Town Clerk without restriction, and all Lots shall be subject on a pro rata basis for assessment by the Town for maintenance and taxes on the Outlets.

- (f) Lien. The Association shall have the sole right to collect all sums assessed by the Association but unpaid for the share of Common Expenses chargeable to any Lot, and such sums shall constitute a lien on such Lot. If attorneys' fees, court costs and associated collection charges are incurred by the Association to collect an unpaid share of the Common Expenses, these shall be added to the amount due from the member. All unpaid charges shall be subject to 18% interest per year or the highest interest rate allowed by law per annum until paid in full. Liens for unpaid assessments or charges may be obtained or enforced in conformity with Section 779.70, Wis. Stats.
- (g) Owners Obligation. The amount of the Common Expenses assessed against each Lot shall be the personal and individual debt of the Lot owner or owners thereof at the time the assessment is made. Suit to recover a money judgment for unpaid Common Expenses, and costs of suit and attorneys' fees, shall be maintainable without foreclosing or waiving the lien securing same. No Lot owner may become exempt from liability for the contribution towards the common Expenses by waiver of the use or enjoyment of any of the Outlots or by abandonment of a Lot.
- (g) Liability. The grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for the proportionate share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

- (22) Private Sewerage Systems. Each Lot shall be served by a private sewerage system approved for use on the site by the appropriate governmental authorities. The following rules shall govern the installation of private sewerage systems within the subdivision:
- (a) A conventional, below grade, soil absorption system may only be constructed on a designated easement area within the Outlots for Lots 33, 36, 37, 38; 45, 46, 47, 48, 49, 50, 51, 52, 54 and 55, if the soils on the Lot are found to be unsuitable for a conventional, below grade, soil absorption system within the Lot and for a mound type soil absorption system. If neither a conventional, below grade soil absorption system nor a mound type soil absorption system may be constructed within one of said Lots, and if a conventional, below grade, soil absorption system may not be constructed on a designated easement area within the Outlot easement, then a mound type soil absorption system may be constructed on a designated easement area within the Outlot easement area.
 - (b) All private sewerage systems shall be constructed in such a way as to minimize its visual or environmental impact on the Lot or Out lot. Mound components shall be incorporated into existing grade when practical. Vent cover shall be maintained as close to grade as possible.
- (23) Separate Taxation. Each Lot shall be deemed to be a parcel and shall be subject to separate assessment and taxation by each assessing governmental entity and special district for all types of taxes authorized by law, including special assessments. No forfeiture or sale of any Lot for delinquent taxes, assessment or other governmental charges shall divest or in any way affect the title to any other Lot or the outlets. Taxes or assessments on Outlets may be divided equally among the Lots by the taxing authority or if taxed directly against the outlets, may be an assessment against each of the Lots in equal shares by the Association. In the event that costs are incurred by the Town of Middleton to maintain the outlots, the Town of Middleton may assess the cost of such maintenance among the Lots on an equal basis.
- (24) Term of Covenants. This Declaration shall run with the land and shall be binding upon all owners of Lots covered by this document for a period of 25 years from the date this document is recorded, after which time it shall automatically stand renewed for successive 10-year periods unless an instrument terminating or changing such covenants, in whole or in part, is signed by at least two-thirds of the Lot owners and recorded in the office of the Dane County Register of Deeds. Covenants and rights to the Town of Middleton may not be changed or terminated without the Town's written permission.

- (25) Enforcement Actions. If any person shall violate or attempt to violate any of these covenants or restrictions herein within the term set forth above in paragraph (24), any person or persons owning any Lot or Lots shall have standing to bring proceedings at law or equity against the person or persons violating or attempting to violate any such covenant or restriction, and the prevailing party shall be awarded reasonable attorneys' fees and costs.
- (26) Validity. Invalidation of any of these covenants or restrictions, or any severable part of any covenant or restriction, by judgment or court order shall in no way affect any of the other provisions, which shall, remain in full force and effect.
- (27) Zoning. All Lots are further subject to the applicable zoning laws, ordinances and building codes.

IN WITNESS WHEREOF, the undersigned have executed this document this 20th day of MAY, 1995.

Consent of Land Contract
Vendor:

R H DEVELOPMENT COMPANY, a
Wisconsin Limited Partnership,
by RH DEVELOPMENT COMPANY,
INC., General Partner

Edwin M. Kruchten (SEAL)
Edwin M. Kruchten

By: David J. Kruchten (SEAL)
David J. Kruchten, President

Elizabeth M. Kruchten

BY: Mark G. Kruchten (SEAL)
Mark G. Kruchten, Vice-Pres.

Approved by TOWN OF MIDDLETON

Approved by
BY: Edwin H. Tallard (SEAL)
Edwin H. Tallard, Chairman

OF MIDDLETON
BY: Gregory A. Lafond (SEAL)
Gregory A. Lafond, Clerk

STATE OF WISCONSIN))SS
COUNTY OF DANE)

Personally came before me this 20th day of MAY, 1996, the above named Edwin M. Kruchten and Elizabeth M. Kruchten, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Thomas Jefferson

Notary Public, State of Wisconsin
My Commission: 15 PERMANENT

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

V33125P 20

Personally came before me this 20th day of May, 1996, the above named Edwin H. Tallard, Chairman, and Gregory A. LaFond, Clerk of the Town of Middleton, to me known to be the persons who executed the foregoing instrument on behalf of said municipal corporation, by its authority.

Thomas W. Van

Notary Public, State of Wisconsin
My Commission: 15 permanent

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

Personally came before me this 20th day of MAY, 1996, the above named David J. Kruchten and March G. Kruchten, President and Vice-President of RH Development Company, Inc., to me known to be the persons who executed the foregoing instrument on behalf of said Corporation, by its authority, as the General Partner of R H Development Company, a Wisconsin Limited Partnership.

Thomas E. Von

Notary Public, State of Wisconsin
My Commission: 15 PERMANENT

THIS DOCUMENT DRAFTED BY
THOMAS G. VOSS

(5/8/96)

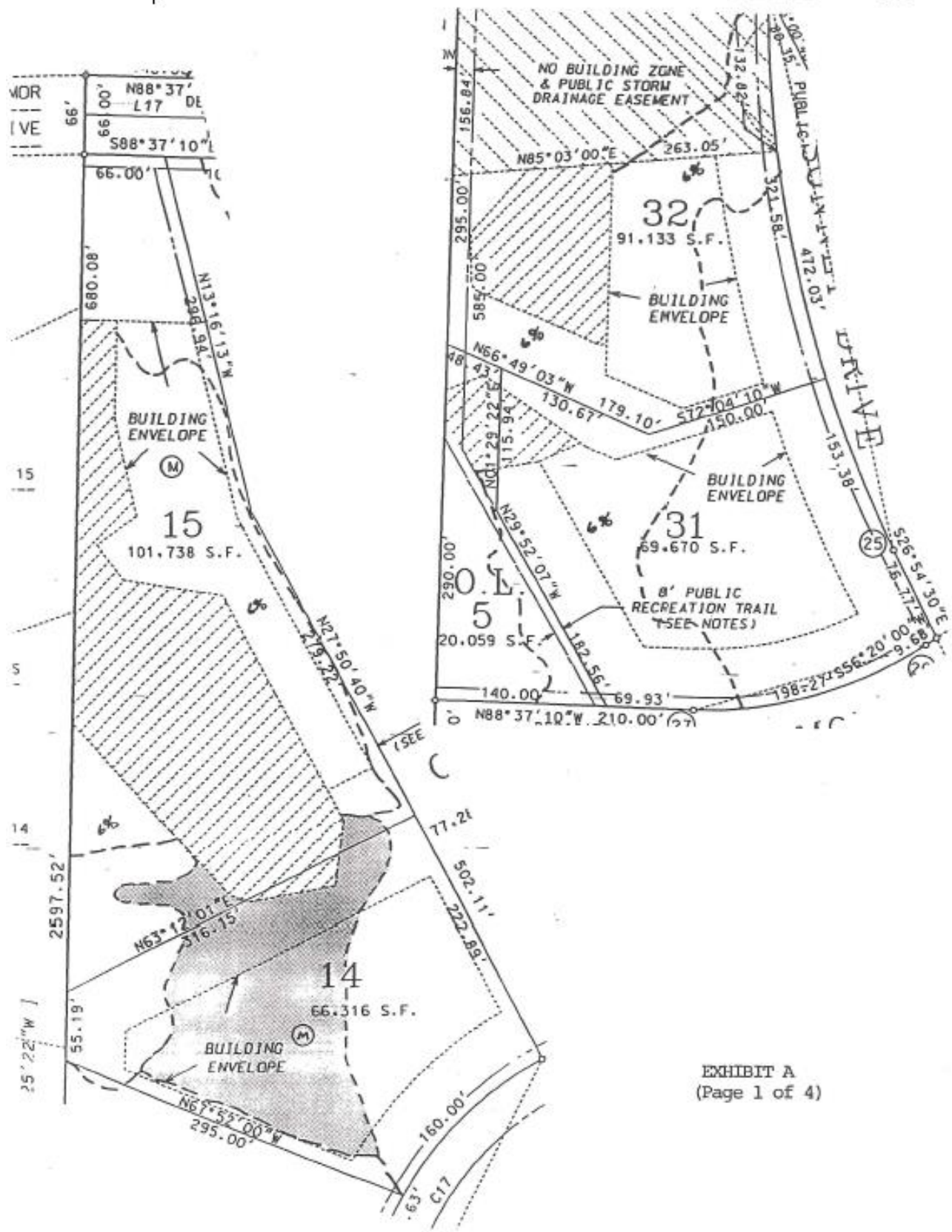


EXHIBIT A
(Page 1 of 4)

V33125P 22

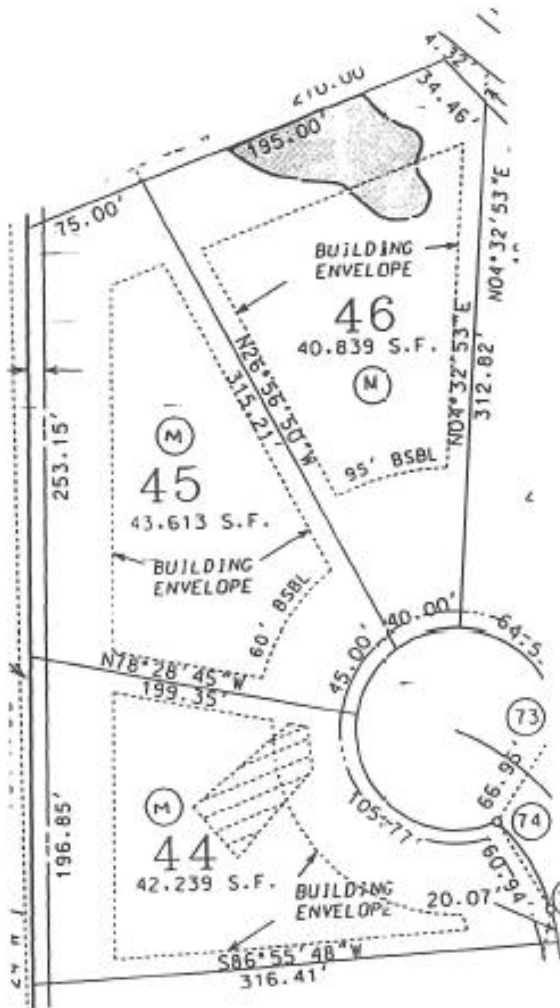


EXHIBIT A
(Page 2 of 4)

LEGIBILITY
IMPAIRED

V33125P 24

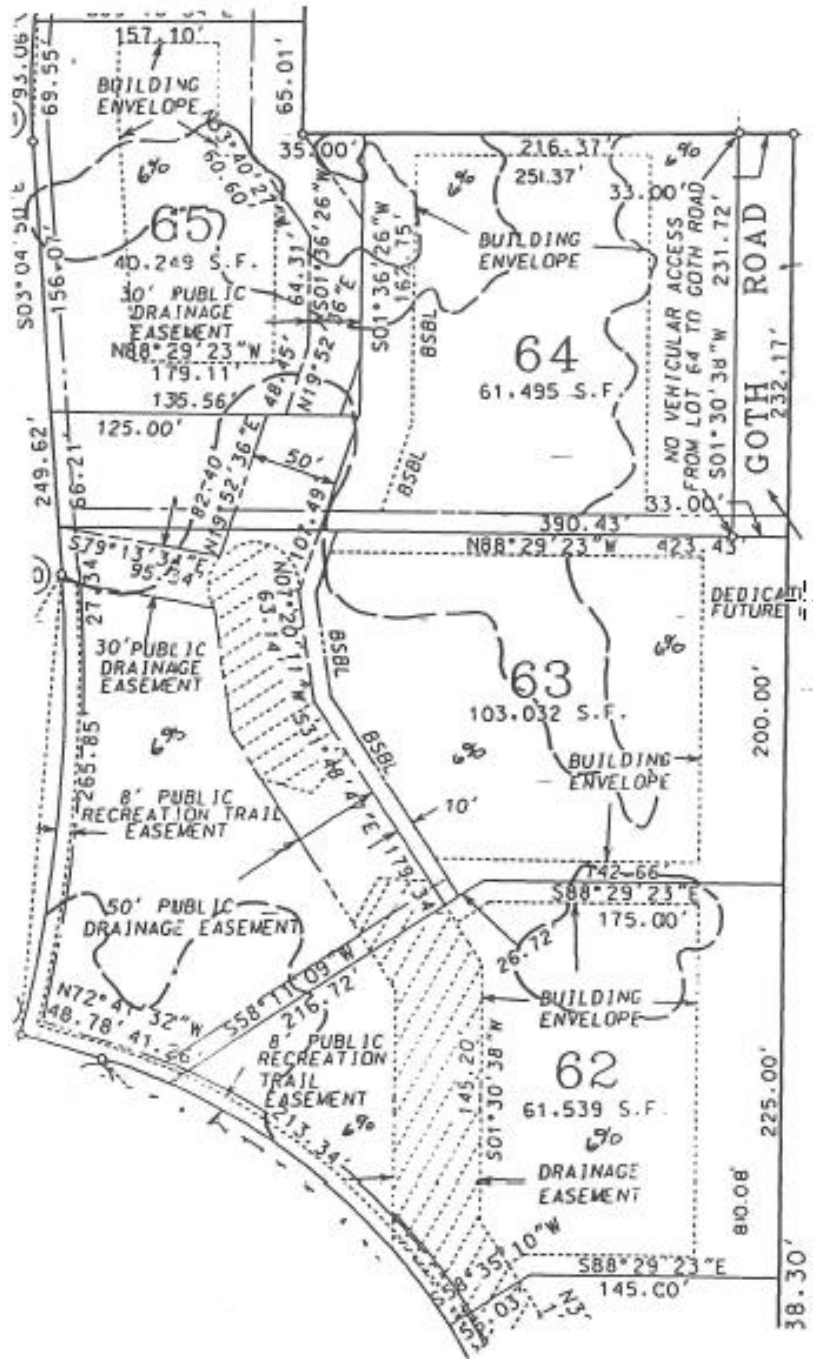


EXHIBIT A
(Page 4 of 4)

AMENDMENT TO DECLARATION
OF COVENANTS AND
RESTRICTIONS
Title of Document

Document Number

Re: The Plat of Sauk Point Estates, Town of Middleton, Dane County, Wisconsin.
Lot 58, set back/building envelope

WHEREAS, the Declaration of Covenants and Restrictions for the Plat of Sauk Point Estates were recorded as Document Number 2769198; and

WHEREAS, Lot 58 has a front yard set back/building envelope of 50 feet from the public road; and

WHEREAS, the developer is still in control of the Homeowners Association and wishes to reduce the front yard set back to 35 feet;

NOW THEREFORE, the developer hereby declares Lot 58 has a front yard set back of 35 feet changing it from the original 50 feet as shown on the recorded Declaration of Covenants and Restrictions. The developer has presented this matter to the Town of Middleton pursuant to the Declaration of Covenants and Restrictions to seek the written approval from the Town Board. Pursuant to Town motion the Town Board has granted the change of the Declaration of Covenant and Restrictions to the said 35 foot front set back for Lot 58 at its Town Board meeting of May 19th, 2003.

DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
3734526

06/13/2003 12:36:23PM

Trans. Fee:
Exempt #:

Rec. Fee: 11.00
Pages: 1

000997

Record this document with the Register of Deeds

Name and Return Address:

Thomas G. Voss
ERBACH & VOSS, S.C.
6255 University Avenue, Suite 101
Middleton, WI 53562

Dated this 5th day of June, 2003.

038-0708-191-2058-8

(Parcel Identification Number)

RH DEVELOPMENT COMPANY, a limited partnership,
BY: R.H. DEVELOPMENT, INC.

SAUK POINT ESTATES HOMEOWNERS ASSOCIATION, INC.

By: David Kruchten Pres (SEAL)
David J. Kruchten, President

By: David Kruchten Pres (SEAL)
David J. Kruchten, President

By: Mark Kruchten V.P. (SEAL)
Mark G. Kruchten, Vice-President

By: Mark Kruchten V.P. (SEAL)
Mark G. Kruchten, Vice-President

Signatures of David J. Kruchten and Mark G. Kruchten authenticated this 5th day of June, 2003.

Thomas G. Voss
Thomas G. Voss
Member State Bar of Wisconsin

Written permission of the Town of Middleton for the above change was granted at the Town of Middleton Board meeting of May 19th, 2003.

James Mueller 6/9/03
James Mueller, Administrator/Clerk
Town of Middleton

ACKNOWLEDGEMENT

State of Wisconsin)
) ss.
County of Dane)

Personally came before me on this 9th day of June, 2003, James Mueller, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Thomas G. Voss
My Commission Expires: 15 AUGUST, Notary Public

Drafted By: Thomas G. Voss

INFO-PRO (800)855-2021 www.infoproforms.com