

Prairie Heights Condominium

The existing 2.33-acre site is currently zoned in the district of Urban Residential. The development is designed with 10 two-unit duplex buildings, each having their own 2-car garage and enough space for two parking spaces in front of each garage. The townhome design set forth is traditional in nature, using fiber cement lap siding and board and batten accents, with composite framed windows, aluminum fascia and soffit and cultured stone at the base to incorporate earth tones and lasting durability at the base of the structure. We are also providing a beautifully designed landscape buffer around each building, including several satellite clusters of trees, shrubs and perennial plantings.

The name of the Condominium is "***Prairie Heights Condominium***". The Condominium's principal address is 101 Prairie Heights Drive, Verona, WI, Dane County, Wisconsin, 53593. The Condominium shall consist of ten (10) units which shall be designated as Unit 1, Unit 2, Unit 3, Unit 4, Unit 5, Unit 6, Unit 7, Unit 8, Unit 9 and Unit 10. Each unit will be a separate lot holding a duplex and that the internal street will be a common area.

The purpose of the Condominium Plat is to form condominium ownership that is subject to its Declaration, deed restrictions and applicable zoning ordinances. Particularly with the increasing needs of housing products for all generations in Verona, ***Prairie Heights Condominium*** is envisioned as entry level residential condos. It offers a different housing option from single family house, apartments and townhouses.

PRAIRIE HEIGHTS CONDOMINIUM

A CONDOMINIUM PLAT

LOT 1 OF CERTIFIED SURVEY MAP NO. 9171, RECORDED IN VOLUME 57 OF CERTIFIED SURVEY MAPS, ON PAGES 295-299, AS DOCUMENT No. 3069277, LOCATED IN PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 06 NORTH, RANGE 08 EAST, CITY OF VERONA, DANE COUNTY, WISCONSIN.

LEGEND

- GOVERNMENT CORNER
- PARCEL BOUNDARY
- RIGHT-OF-WAY LINE
- CENTERLINE
- SECTION LINE
- PLATTED LOT LINE
- SETBACK LINE
- EASEMENT LINE
- CONCRETE CURB & GUTTER
- EDGE OF PAVEMENT
- UNIT LINE
- CONCRETE PAVEMENT

NOTES

- BEARINGS FOR THIS SURVEY AND MAP ARE REFERENCED TO GRID NORTH OF THE WISCONSIN COUNTY COORDINATE SYSTEM, DANE COUNTY, THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 22-06-08, BEARS N00°26'06"E.
- FIELD WORK PERFORMED BY JSD PROFESSIONAL SERVICES, INC. ON DECEMBER 09 AND 10, 2021.
- ALL AREAS AND FEATURES OF THE CONDOMINIUM ARE COMMON ELEMENTS UNLESS OTHERWISE NOTED AS LIMITED COMMON ELEMENTS OR UNITS.
- BUILDING PLANS AND DIMENSIONS PROVIDED BY ARCHITECTURAL DESIGN CONSULTANTS, INC.
- ALL AREAS DEPICTED ON THE CONDOMINIUM PLAT AS LIMITED COMMON ELEMENTS SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE DECLARATION.
- SIDEWALKS ARE LIMITED COMMON ELEMENTS AS NOTED ON THE PLAT.
- SEE SHEET 2 FOR UNIT DETAILS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT, IN COMPLIANCE WITH CHAPTER 703.11 OF WISCONSIN STATUTES, THE CONDOMINIUM PLAT SHOWN HEREON IS A CORRECT REPRESENTATION OF THE PLAT DESCRIBED AND FURTHER THAT THE BUILDING LOCATIONS HAVE BEEN FIELD VERIFIED AND THE FLOOR PLANS ARE REPRODUCED FROM PLANS FURNISHED BY THE DECLARANT'S ARCHITECT AND THAT THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT.

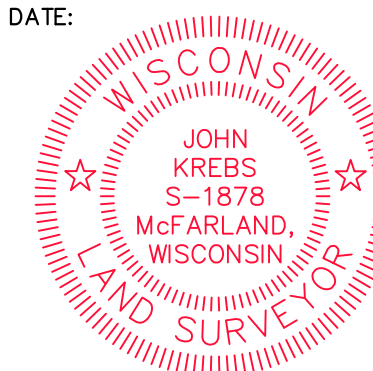
JOHN KREBS, P.L.S. S-1878
WISCONSIN PROFESSIONAL LAND SURVEYOR

DATE:

THERE ARE NO OBJECTIONS TO THIS CONDOMINIUM WITH RESPECT TO SECTION 703 WISCONSIN STATUTES AND IS HEREBY APPROVED FOR RECORDING.

DATED THIS ____ DAY OF _____ 2022

DANE COUNTY PLANNING AND DEVELOPMENT



SURVEYED FOR:

BLUE RIDGE MADISON, LLC
4698 SUNSET RIDGE DRIVE
MIDDLETON, WI 53562

SURVEYED BY:

JSD PROFESSIONAL SERVICES, INC.
161 HORIZON DRIVE, SUITE 101
VERONA, WISCONSIN 53593
(608) 848-5060

OFFICE OF THE REGISTER OF DEEDS

____ COUNTY, WISCONSIN

RECEIVED FOR RECORD _____

2022 AT _____ O'CLOCK _____ M AS

DOCUMENT # _____

IN VOL. _____ OF CONDOMINIUM

PLATS ON PAGE(S) _____

REGISTER OF DEEDS

PROJECT LOCATION:
SECTION 22
TOWNSHIP 06 NORTH
RANGE 08 EAST
CITY OF VERONA
DANE COUNTY, WI



CREATE THE VISION TELL THE STORY

jsdinc.com

PRAIRIE HEIGHTS CONDOMINIUM

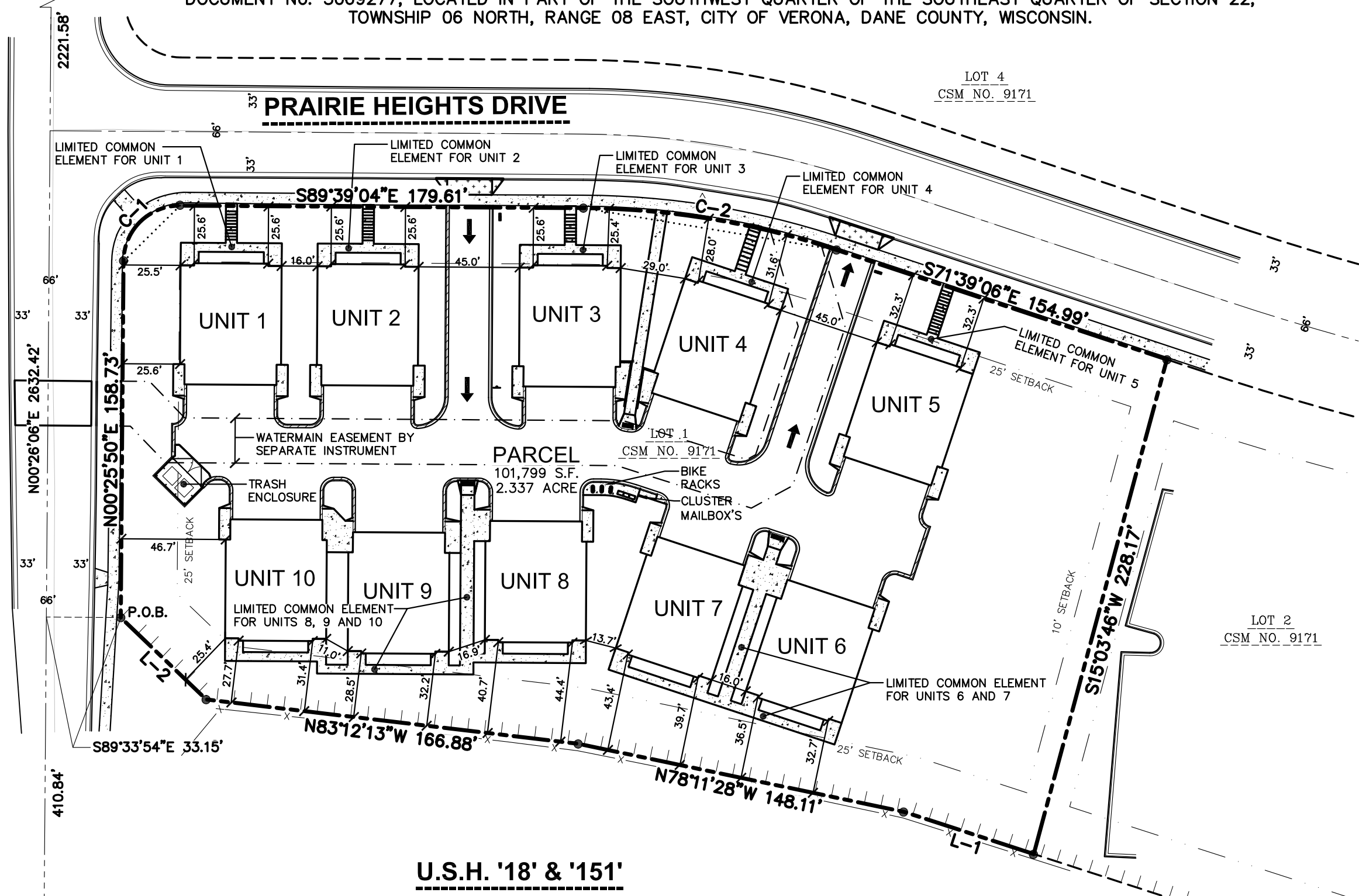
PROJECT NO: 21-10967 DRAWN BY: JK INITIAL SUBMITTAL DATE: JUNE 3, 2022
FIELDBOOK/PG: - CHECKED BY: - REVISION RESUBMITTAL DATE: -
SURVEYED BY: - APPROVED BY: TMJ REVISION RESUBMITTAL DATE: -

SHEET 1 OF 2

CENTER CORNER OF SECTION 22, T06N, R08E FOUND ALUMINUM D.O.T. MONUMENT

LOCUST DRIVE

LOT 1
CSM NO. 6671



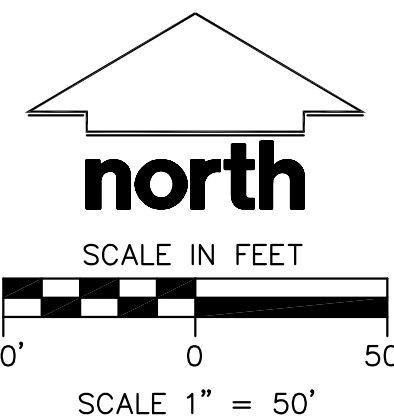
U.S.H. '18' & '151'

LINE TABLE

LINE	BEARING	DISTANCE
L-1	N71°59'21"W	60.80'
L-2	N46°14'23"W	52.71'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C-1	39.28'	25.00'	90°00'54"	N45°25'50"E	35.36'
C-2	114.77'	367.00'	17°55'02"	S80°36'38"E	114.30'



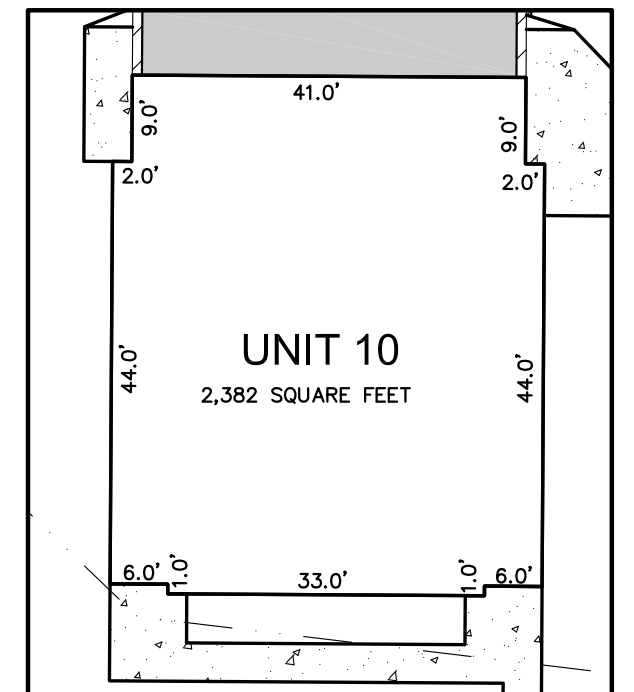
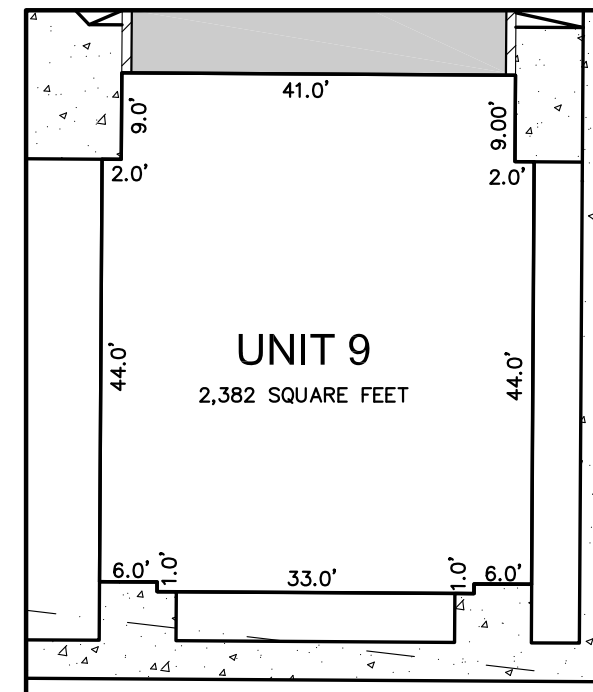
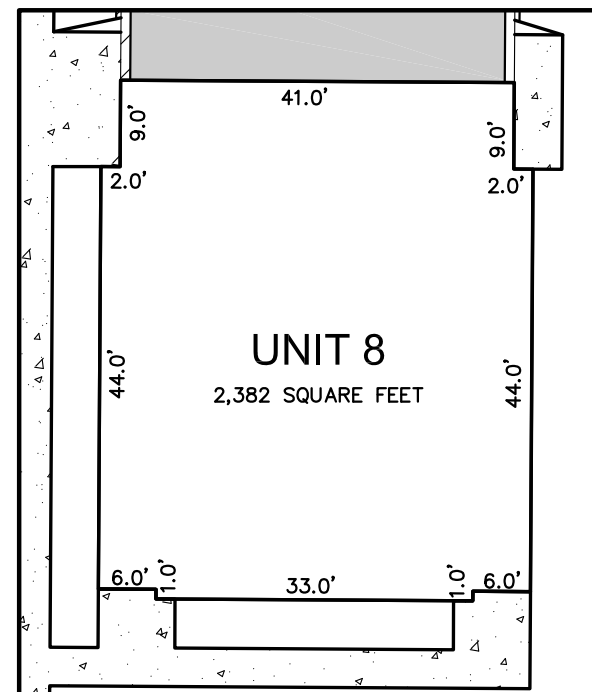
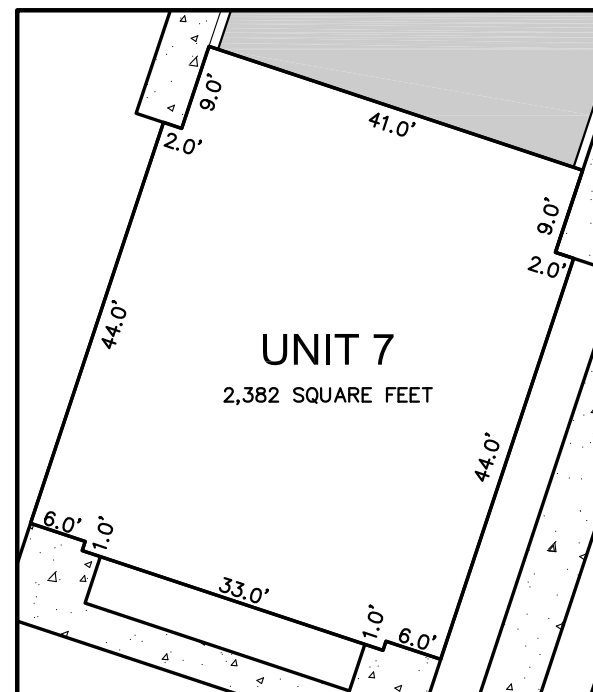
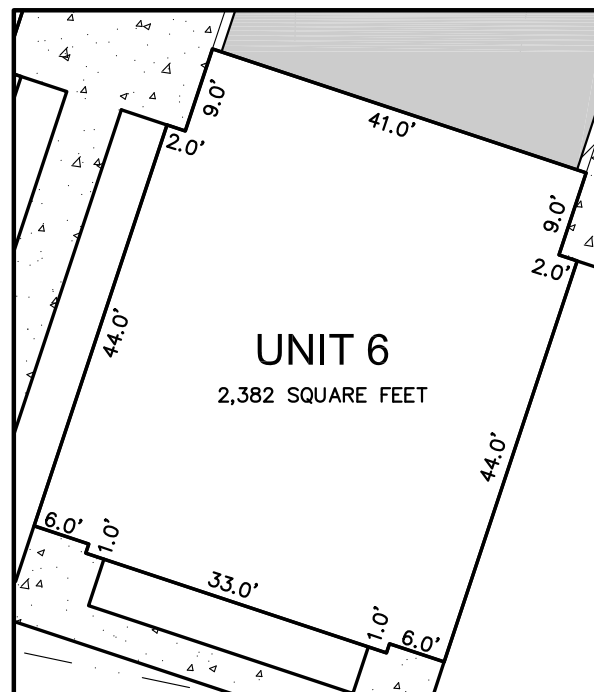
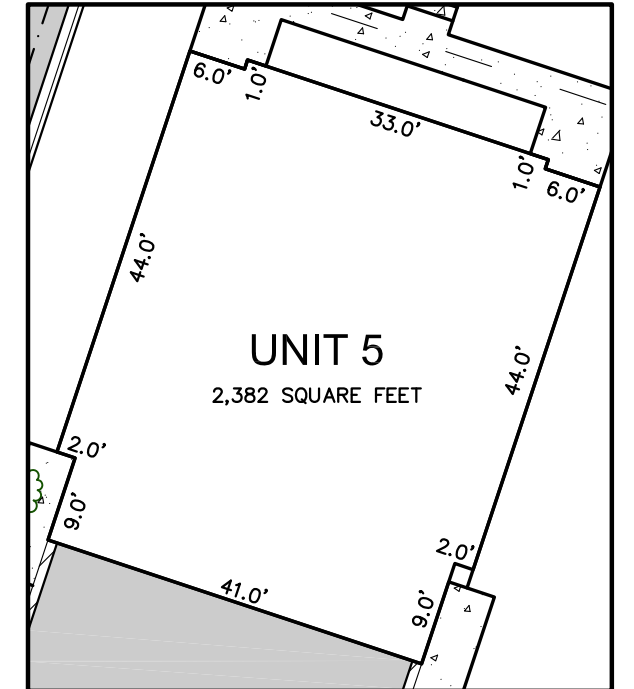
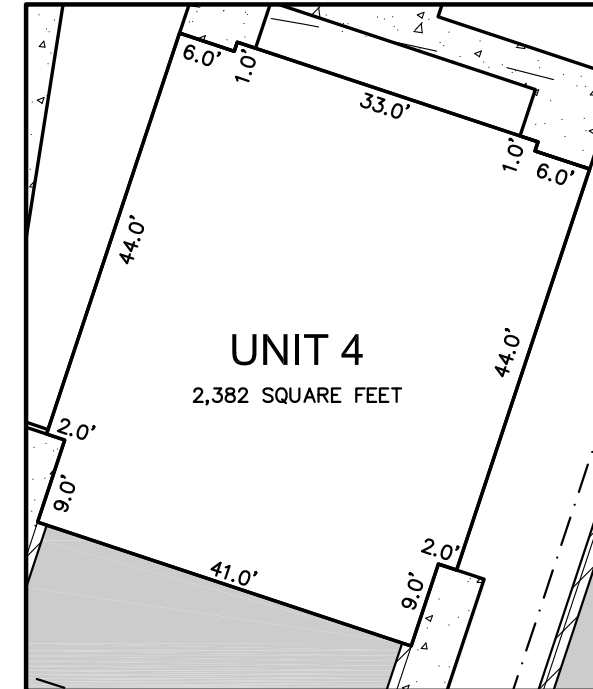
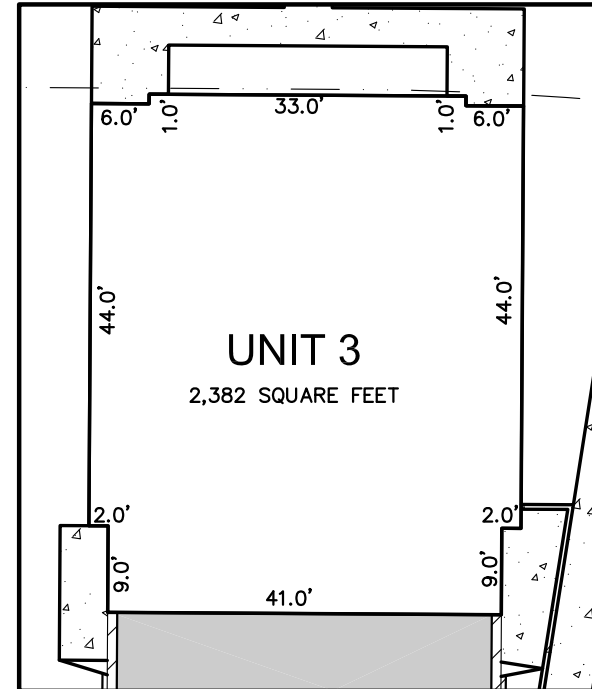
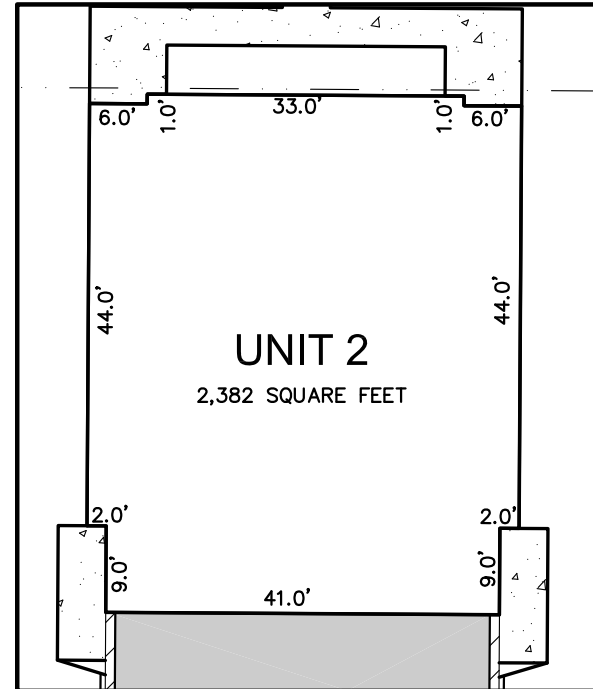
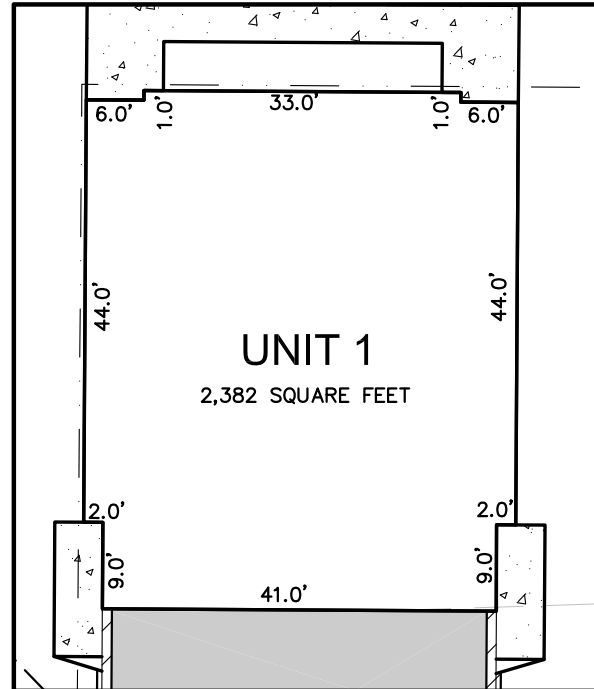
SOUTH QUARTER CORNER SECTION 22, T06N, R08E MONUMENT NOT FOUND

DRAFT

PRAIRIE HEIGHTS CONDOMINIUM

A CONDOMINIUM PLAT

LOT 1 OF CERTIFIED SURVEY MAP NO. 9171, RECORDED IN VOLUME 57 OF CERTIFIED SURVEY MAPS, ON PAGES 295-299, AS DOCUMENT No. 3069277, LOCATED IN PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 06 NORTH, RANGE 08 EAST, CITY OF VERONA, DANE COUNTY, WISCONSIN.



SURVEYED FOR:

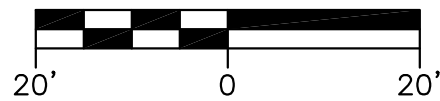
BLUE RIDGE MADISON, LLC
4698 SUNSET RIDGE DRIVE
MIDDLETON, WI 53562

SURVEYED BY:

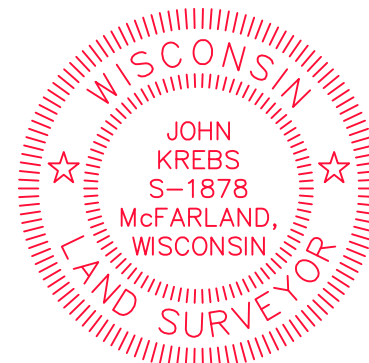
JSD PROFESSIONAL SERVICES, INC.
161 HORIZON DRIVE, SUITE 101
VERONA, WISCONSIN 53593
(608) 848-5060




SCALE IN FEET



SCALE 1" = 20'



PROJECT LOCATION: SECTION 22 TOWNSHIP 06 NORTH RANGE 08 EAST CITY OF VERONA DANE COUNTY, WI		 CREATE THE VISION TELL THE STORY jsdinc.com
PRAIRIE HEIGHTS CONDOMINIUM		
PROJECT NO: 21-10967	DRAWN BY: JK	INITIAL SUBMITTAL DATE: JUNE 3, 2022
FIELDBOOK/PG: -	CHECKED BY: -	REVISION RESUBMITTAL DATE: -
SURVEYED BY: -	APPROVED BY: TJB	REVISION RESUBMITTAL DATE: -

DRAFT

PRAIRIE HEIGHTS CONDOMINIUM

A Small Condominium Created Under Wis. Stats. § 703.365

This Document was drafted by and should be returned to:

Steven A. Brezinski, Esq.
Axley Brynelson, LLP
2 East Mifflin Street, Suite 200
Post Office Box 1767
Madison, WI 53701-1767

062/0608-363-8790-2

Tax Parcel Identification Numbers

There are no objections to this condominium with respect to Sec. 703 Wis. Stat. and is hereby approved for recording.

Dated this _____ day of _____, 2022

Dane County Planning and Development

**DECLARATION
OF
PRAIRIE HEIGHTS CONDOMINIUM**

This Declaration (the “*Declaration*”) is made under and pursuant to the Condominium Ownership Act of the State of Wisconsin (the “*Act*”) as codified in Chapter 703, Wisconsin Statutes, as amended, by Prairie Height Development, LLC (the “*Declarant*”).

**ARTICLE 1
STATEMENT OF DECLARATION AND PURPOSE**

The Declarant hereby subjects the real property and improvements described in Section 2.1 (the “*Property*” or the “*Condominium*”) to the condominium form of ownership in the manner provided by the Act. The Condominium Units may be used for any purposes subject to this Declaration, recorded deed restrictions and applicable zoning ordinances.

**ARTICLE 2
DESCRIPTION, NAME AND RESTRICTIONS**

2.1 Legal Description. The Property subject to this Declaration is owned by the Declarant and is described on Exhibit A. The Condominium shall consist of ten (10) units which shall be designated as Unit 1, Unit 2, Unit 3, Unit 4, Unit 5, Unit 6, Unit 7, Unit 8, Unit 9 and Unit 10.

2.2 Name and Address. The name of the Condominium is “*Prairie Heights Condominium*” The Condominium’s principal address is 101 Prairie Heights Drive, Verona, WI, Dane County, Wisconsin, 53593.

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

- (a) General taxes and special assessments not yet due and payable;
- (b) Easements and rights in favor of gas, electric, telephone, water, and other utilities;
- (c) All other easements, covenants, and restrictions of record;
- (d) All municipal, zoning, and building ordinances; and
- (e) All other governmental laws and regulations applicable to the Condominium.

2.4 Small Condominium. The Condominium shall be a small condominium as defined in Wis. Stats. § 703.02(14m), and as set forth under Article 5 of this Declaration.

**ARTICLE 3
UNITS, UNIT OWNERS AND UNIT USES**

3.1 Definition of a Unit. “*Unit*” shall mean a part of the Condominium intended for independent use.

3.2 Description. A Unit in the Condominium shall be a cubicle of air whose perimetrical boundaries shall be set forth for such unit on the Condominium Plat, whose lower boundary is an imaginary horizontal plane located parallel to and 100 feet below the surface of the ground, extended to the perimetrical boundaries; and whose upper boundary is an imaginary horizontal plane located parallel to and 500 feet above the surface of the ground, extended to the perimetrical boundaries.

3.3 Identification. The Units are identified by unit number on the Condominium Plat, together with any and all improvements constructed or to be constructed thereon. A copy of the Condominium Plat is attached as Exhibit B.

3.4 Separation, Merger, and Boundary Relocation. Boundaries between Units may be separated, merged or relocated consistent with the Section 703.13 of the Act. Where any separation, merger or boundary relocation requires the approval of the City of Verona, the applicant shall obtain such approval.

3.5 Unit Owner. “*Unit Owner*” or “*Owner*” means a person, combination of persons, partnership, corporation, or other legal entity, which 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 document, “Unit Owner” or “Owner” shall mean the land contract purchaser or vendee.

**ARTICLE 4
COMMON ELEMENTS**

4.1 Common Elements. “*Common Elements*” means all of the Condominium except the Units including, without limitation, the internal driveway, cluster mailboxes and storm water retention areas identified on the Plat and any portion of the land and improvements to the Property that are not included in the definition and description of Unit.

4.2 Ownership / Percentage Interest. Each Unit has an equal, undivided interest in the Common Elements determined by taking the number one and dividing it by the total number of Units.

4.3 Limited Common Elements.

(a) 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.

(b) Description. The only Limited Common Element are the sidewalks serving one or more Units as shown on the Condominium Plat.

(c) Use. The manner of use of the Limited Common Element shall be determined by the Unit Owners who have the exclusive use of it.

ARTICLE 5 AGREEMENT IN LIEU OF BYLAWS AND VOTING RIGHTS

5.1 Governance. Pursuant to Wis. Stat. § 703.365(3m), the administration of the Condominium shall be governed by this Declaration, which shall conclusively constitute an agreement in lieu of Bylaws. As provided under Wis. Stat. § 703.365(1) (a) and (b), the following subsections shall apply to this Declaration: Wis. Stat. § 703.365(2) (a) - (e), and (3) (a) - (d), (3m), and (5)-(8). Any subsection under Wis. Stat. § 703.365 that is not specifically incorporated hereunder shall not apply to this Declaration.

5.2 Association. The Association shall be known as the ***“PRAIRIE HEIGHTS, UA”***. All aspects of management, operation and duties of the Association shall be delegated to the Board of Directors. The Board of Directors shall be composed of one representative from each Unit, chosen by and from among the Unit Owner(s) of that Unit. Upon any transfer in Unit ownership, the new Unit Owner shall automatically be a member of the Association and subject to this Declaration and the Act. By becoming members of the Association, each Unit Owner assigns the management of the Common Elements of the Condominium to the Association. The Association shall act as trustee for the Unit Owners in any proceedings involving any settlements or agreements related to injury, destruction or taking of Condominium property. All actions of the Board of Directors must be approved by an affirmative vote or written consent of at least 60% of the Directors.

5.3 Voting Rights. Each Unit shall be entitled to one vote. If a Unit is owned by more than one 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 the persons cannot agree on the manner in which the vote is to be cast, no vote may be accepted from the Unit.

5.4 Notice. Notice of Association meetings shall be given to each Unit Owner at least three business days prior to a Meeting of the Association; provided, however, that a Unit Owner may waive its right to receive Notice under this provision.

5.5 Expenses, Maintenance and Operation. Any disputes relating to the Expenses, Maintenance and Operation shall be resolved consistent with Wis. Stat. § 703.365(6).

ARTICLE 6 REPAIRS AND MAINTENANCE

6.1 Units. Each Unit Owner shall be responsible for the construction, maintenance, repair, and replacement of all improvements constructed on or within the

Unit. Each Unit shall at all times be kept in good condition and repair. A Unit Owner may make improvements or alterations within his/her Unit without limitation or restriction imposed by the Declaration or the Association.

6.2 Common Elements. The Common Elements may require repair or replacement from time-to-time, and the Association shall undertake the obligations to repair or replace the Common Elements as needed consistent with Article 5 of this Declaration; provided, however, that any damages to any of the Common Elements caused by a Unit Owner or a Unit Owner's employees, customers, guests, invitees, etc., shall be charged to that Unit Owner.

6.3 Limited Common Elements. The Limited Common Elements may require repair or replacement from time to time and the Association and Unit Owners shall undertake the obligations to repair or replace the Limited Common Elements as needed consistent with Article 5 of this Declaration. All matters relating to maintenance, repair or replacement of the Limited Common Elements shall be determined by the Unit Owners who have the exclusive use of such Limited Common Element. All expenses relating to the Limited Common Elements shall be paid by the Unit Owners who have the exclusive use of such Limited Common Element. Any damages to the Limited Common Elements caused by a Unit Owner or a Unit Owner's employees, customers, guests, agents, contractors, invitees, etc., shall be charged to that Unit Owner.

ARTICLE 7 INSURANCE

7.1 Unit Owners' Insurance. Each Unit Owner shall obtain adequate property and liability insurance for its respective Unit including, without limitation, coverage for all buildings, improvements, fixtures, furniture, equipment and personal property located within the Unit.

7.2 Property Insurance. The Board of Directors on behalf of the Unit Owners shall obtain and maintain insurance for the Common Elements 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. For any Limited Common Element, the Unit Owners that have the rights to use such Limited Common Element shall be responsible for the cost of such insurance.

7.3 Liability Insurance. The Board of Directors on behalf of the Unit Owners shall maintain comprehensive general liability insurance against all claims commonly insured against and in such amounts as the Board of Directors shall deem suitable for the Common Elements. Each Unit Owner's policy 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. For any Limited Common Element, the Unit Owners that have the rights to use such Limited Common Element shall be responsible for the cost of such insurance.

7.4 Administration. Any and all premiums associated with the insurance purchased on behalf of the Association covering the Common Elements shall be Common

Expenses. All insurance shall be obtained from generally acceptable and commercially respectable insurance carriers.

ARTICLE 8 COMMON EXPENSES

8.1 General Assessments. The Board of Directors may levy general assessments (the “*General Assessments*”) against the Units for the regular maintenance, repair and replacement of Common Elements.

8.2 Special Assessments. The Board of Directors may levy special assessments (the “*Special Assessments*”) against the Units, for any purpose for which the Board of Directors may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine.

8.3 Lien. The assessments shall constitute a lien on the Units against which they are assessed. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.165 of the Wisconsin Statutes, as amended.

8.4 Unit Sale. Except as otherwise provided herein, unpaid assessments 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.

ARTICLE 9 PROTECTIVE COVENANTS, ARCHITECTURAL CONTROL

9.1 General Purpose, Standards, Variances.

- (a) *General Purpose.* The general purpose of the covenants and restrictions set forth in this Article 9 (the “*Protective Covenants*”) is to help assure that the Condominium will become and remain an attractive and safe community.
- (b) *Standard of Review.* It is the intent of these Protective Covenants to create reasonable restrictions that are enforced in a reasonable manner. In any enforcement action, the court or arbitrator shall interpret and enforce these Protective Covenants in a manner that will impose a reasonable result balancing the cost to the Unit Owner(s) subject to the enforcement action and the impact to the Condominium.
- (c) *Variances.* The Board shall grant variances from any provision of this Declaration where such variance is not inconsistent with the intent and spirit of this Declaration, and such variance is reasonable and does not have a significant, negative impact on the aesthetics or property values of the Condominium or other Units. The granting or

denial of any variance shall be subject to the Standard of Review set forth under Section 9.2.

- (d) *Board Review.* No buildings shall be erected or placed on a Unit until the plans, specifications, and Unit drawings showing elevations and location shall have been approved in writing by the Board. The purpose of this approval is to ensure that the planned construction meets the covenants and restrictions of this document and is not intended to review floor plan arrangements, building style or design unless specifically outlined in this document. In the event the Board, or its agent do not object to such construction plans, specifications, lot plan and elevations in writing within 15 days after the above has been submitted, then such approval shall be deemed to have been given. All other conditions outlined in these covenants and restrictions are still binding and may be enforced by legal process.
- (e) *Liability of Board.* The Board and its designee or its individual members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of:
 - (i) The approval or disapproval of any plans and specifications, whether or not defective;
 - (ii) The construction or performance or any work, whether or not pursuant to approved plans and specifications; or
 - (iii) The development of any property within the Condominium.

9.2 Protective Covenants.

- (a) *Structures.* Each Unit owner shall have the right to construct within his or her Unit a duplex residential dwelling and one or more accessory building(s) so long as they comply with all applicable governmental zoning and land use regulations, and this Declaration. Each duplex residential building:
 - (i) shall not exceed two stories in height above basement or foundation level.
 - (ii) shall have a minimum of 2,800 square feet of living space. For the purposes of determining living space, attached garages, open and screened porches, and basements, even if basements are finished, shall be excluded in the determination of square footage.

- (b) *Accessory Building.* Accessory building(s) may be erected on a Unit as long as it complies with applicable zoning, and must be placed within the building envelope as shown on the Plat.
- (c) *Fences.* All fences shall meet existing county and City of Verona fence ordinances.
- (d) *Garage and Driveway.* All garage floor surface areas shall be of concrete and all driveway surfaces shall be of asphalt or concrete.
- (e) *Limitations On Residential Uses.* No trailer, tent, shack, garage, barn or accessory building or any part thereof shall ever be used for residential purposes.
- (f) *Parking.* Parking or storage of boats, travel trailers, trailers, mobile homes, campers, snowmobiles, construction equipment, trucks, and other vehicles is prohibited unless kept inside attached garages or accessory building or stored in rear lot areas not in view of street sight line. This shall not prohibit the temporary storage of such vehicles for the purpose of load or unloading for a period not to exceed seventy-two (72) hours.
- (g) *Signs.* No commercial or business sign of any kind shall be displayed to the public view on any Unit except one professional sign of not more than six square feet advertising the Unit for sale during the hours of open house showings only, or signs provided and allowed exclusively by Declarant for builders or licensed real estate brokers during the initial construction and sales periods and for the resale of any Unit or Dwelling. The Declarant reserves the right to erect signs, gates or other entryway features surrounded with landscaping at the entrances to the Development and to erect appropriate signage for the sales of Units. This provision shall not be construed to prohibit signs associated with elections or other matters of public interest.
- (h) *Garbage and Refuse Disposal.* All receptacles for storage and disposal of garbage and waste material (e.g. garbage cans) shall follow all City of Verona requirements and directions, and shall be kept in a clean and sanitary condition and suitably screened from view from the street.
- (i) *Mailboxes.* The cluster mailboxes are Common Elements and will be maintained, repaired and replaced by the Association. Mail will not be delivered to individuals Units.
- (j) *Outside Lighting.* All outside lighting shall comply with applicable municipal ordinances.

**ARTICLE 10
AMENDMENTS**

Except as otherwise provided herein, this Declaration may only be amended by the written consent of all of the Unit Owners. No amendment to the Declaration affecting the status or rights of the Declarant may be adopted without the written consent of Declarant. 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. No termination, amendment, variance or other modification to the provisions 3.4, 9.2(b), 9.2(c), 9.2(h), 9.2(j), and 10 or any other statement pertaining to the Town's authority shall be effective unless approved in writing by the Town Board.

**ARTICLE 11
NOTICES**

11.1 Resident Agent. The resident agent and person to receive service of process for the Condominium or the Association shall be Xue Yu, 4698 Sunset Ridge Drive, Middleton, Wisconsin, 53562 or such 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.

11.2 Notices to Unit Owners. Subject to Section 5.4 hereof, all notices required to be sent to Unit Owners shall be in writing, personally delivered or sent by first class mail to the Unit Owner's address. Said address shall be the address of the Unit owned by the Unit Owner in the Condominium, unless said Unit Owner has provided to the Association, in writing, another address for delivery of notices. For purposes of this Declaration, all time periods with respect to notice shall commence on the date that notice is personally delivered or the date upon which notice is mailed to the Unit Owner. It is acknowledged by all Unit Owners that personal service or mailing shall constitute sufficient notice for the purposes of this Declaration.

**ARTICLE 12
GENERAL**

12.1 Assignability of Declarant's Rights. The Declarant reserves the right to assign its declarant rights, powers, and obligations by a written record instrument to any other party who assumes such rights, powers, and obligations. Upon the recording of any such assignment, such assigns shall become the Declarant under this Declaration and shall succeed to all such rights, powers, and obligations. Such amendment needs be signed only by the assignor and the assignee named therein.

12.2 Utilities. Each Unit Owner shall pay for all of its telephone, electrical and other utility services which shall be separately metered or billed for each user by the respective utility companies.

12.3 Warranties. The Declarant has made no warranty or representation in connection with the Condominium, except as specifically set forth in this Declaration. No person shall rely upon any warranty or representation unless contained in this Declaration.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Declaration has been executed this _____ day of _____, 2022.

PRAIRIE HEIGHT DEVELOPMENT , LLC

By: _____
Xue Yu, Authorized Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)SS.
COUNTY OF DANE)

On this _____ day of _____, 2022, before me personally appeared Xue Yu, authorized member of Prairie Height Development, LLC, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the same.

Notary Public, State of Wisconsin
My Commission is permanent.

EXHIBIT A
Legal Description

Lot One (1) of Certified Survey Map Number 9171 in the City of Verona, Dane County, Wisconsin.

EXHIBIT B
Condominium Plat
See attached