

RESTATED DECLARATION
OF
TAMARACK TRAILS COMMUNITY SERVICES
ASSOCIATION, INCORPORATED

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ARTICLE I
Definitions

“**Association**” shall mean Tamarack Trails Community Services Association, Inc., its successors and assigns.

“**Book of Resolutions**” shall mean the document containing rules and regulations and policies which are adopted by the Board of Directors as amended from time to time.

“**By-Laws**” shall mean the document containing guidelines which govern the operation of the Association as amended from time to time.

“**Common Area**” shall mean all of the Property and improvements that are intended to be devoted to the common use and enjoyment of the members and which are not Living Units and Lots.

“**Declaration**” henceforth shall mean this Restated Declaration, including the covenants, conditions and restrictions and all other provisions herein, as amended from time to time.

“**Documents**” shall mean this Declaration, the Association Articles of Incorporation, By-Laws, and Book of Resolutions.

“**General Plan of Development**” shall mean that plan as publicly distributed and as approved by appropriate public agencies, authorities and governing bodies which represents the total general scheme and general uses of the Property, as amended from time to time subject to approval of the public agencies involved and at least 90 days’ notice to the Association.

“**Lot**” shall mean any plot of land containing a Living Unit shown upon any recorded subdivision map of the Property or any Phase thereof. All Living Units shall be situated on a Lot.

“**Living Unit**” shall mean any structure or portion of a structure situated upon the Lot designed and intended for use and occupancy as a residence by a single family. Living Units shall be identified as

specified on the "Planned Unit Development Plat" of the Association or any Phase, which plats are recorded in the office of the Register of Deeds, Dane County, Wisconsin.

"Occupant" shall mean any person currently residing in the Living Unit.

"Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot; as to any Lot which is the subject of a recorded land contract, the Owner shall be the purchaser.

"Phase" shall mean each platted subdivision of one or more Lots which are identified and more fully described in Exhibit A.

"Property" shall mean all real estate described in Exhibit A which is subject to the Declaration. The Property consists of 320 Living Units in buildings of one to six units together with a clubhouse, maintenance building, community garden, swimming pool and two tennis courts. The Property is divided into Lots and Common Area.

"Trails" shall mean the asphalt surfaces identified by Trail name on the recorded plats for the Property or any Phase.

ARTICLE II

Membership and Voting Rights

Section 1. Members. Every Owner shall be a Member of the Association. Any lessee with a current written lease to a Living Unit with a minimum six-month term shall have the rights of a Member except to vote or hold office in the Association. The Owner remains a Member while the Living Unit is leased.

Section 2. Voting Rights. Each Lot shall be entitled to one (1) vote in the Association, subject, however, to suspension as provided herein. When more than one (1) person holds interest or interests in any Lot, each person shall be a Member of the Association but each Lot shall have one (1) indivisible vote. If the Members are unable to cast a unified single vote upon any matter requiring a vote, the vote attributable to their Lot shall be counted for purposes of a quorum but shall be deemed an abstention on the matter subject to the vote.

Section 3 Proxies – Members may vote in person or by proxy. A proxy must be filed with the secretary and shall only be valid for the meeting to which it is applicable or any adjournment or continuation of such meeting.

Section 4 Voting by Mail – In the election of Directors and in issues as determined by the Board, Members' votes may be made by mail in such manner as set forth in the Association By-Laws.

ARTICLE III

Common Area

Section 1. Obligations of the Association. The Association shall be responsible for the management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary conditions, order and repair.

Section 2. Members' Right of Enjoyment. Every Member shall have a right of enjoyment in the Common Area. The Members' right of enjoyment shall be subject to the following:

- (a) The right of the Association to establish reasonable rules and to charge reasonable admission and other fees for the use of the Common Area;
- (b) The right of the Association to suspend the right of a Member to use the recreational facilities for any period during which any assessment against the Lot occupied or owned by the Member remains unpaid for more than 30 days after notice;
- (c) The right of the Association to suspend the right of a Member to use the recreational facilities for a period not to exceed 60 days for any infraction of the Documents;
- (d) The right of the Association to mortgage any or all of the facilities constructed on the Common Area for the purposes of improvements or repair of the Property pursuant to approval of two-thirds of the votes of the Owners.
- (e) The right of the Association to transfer any interest in any part of the Property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to

- (f) Access to each Living Unit shall be available over the Trails and driveway serving it.
- (g) The Association shall not take any action which shall prevent or materially hinder ingress and egress to any Lots except for maintenance and repair of the Common Areas.
- (h) A portion of the Common Area in Phase VI is designated as the Garden Area in Exhibit A and shall remain as such for the common use and enjoyment of all Members subject to rules established in the Book of Resolutions.

Section 4. *Delegation of Use.* Any Member may delegate his/her right of enjoyment to the Common Area and facilities to said Member's family and guests subject to such general regulations as may be established from time to time by the Association, and included within the Book of Resolutions.

Section 5. Repair and Reconstruction After Fire or Other Casualty.

- (a). If Insurance proceeds actually received are sufficient to cover the cost of repair and reconstruction the following applies. In the event of damage to or destruction of all or any part of the Common Area or Living Units the Association will arrange for the repair and reconstruction of the affected Common Area or Living Units.
- (b). If the cost of the repair and reconstruction exceeds available insurance proceeds the following applies. Within twenty (20) days of the date of damage the Association will give written notice to the Owners and first Mortgagees of the affected Living Units of the inadequacy of the insurance to cover the costs of repair and reconstruction. Within twenty (20) days of the receipt of notice and after consulting with the first mortgage holders, the Association shall arrange for the repair and reconstruction of the damaged property unless 80% of the Owners of all Lots vote to forego the repair and reconstruction. Such vote may be in writing as provided for in Article II herein. Any proceeds that accrue to the Association as a result of foregoing said repair and reconstruction will be divided among the Association and Owners of the damaged Living Units based on the proportion of damage suffered by each. The estimated cost to repair the damage will be obtained from building contractors as approved by the Association's insurance carrier. In the event the repairs and reconstruction are completed any associated costs in excess of the insurance proceeds shall be a Special General Assessment against all Lots in proportion to the current Assessment for each Lot.
- (c). **Repair and Reconstruction** as used in this Section means restoring the Common Area or Living Unit to substantially the same condition in which they existed prior to the damage. As provided in Article VII herein, the Association's insurance covers the repair and reconstruction of the Living Units at standard construction costs. The Owner of the Living Unit will coordinate the repair and reconstruction for improvements not covered by the Association's insurance.

Section 6. *Title to Common Area.* The Association holds the legal title to the Common Area.

ARTICLE IV

Covenant For Assessments

Section 1. *Creation of the Lien and Personal Obligations of Assessments.* The Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed agrees to pay to the Association the following:

- (i) Annual General Assessments, Phase Assessments, or charges,
- (ii) Special General Assessments for improvements, repair and reconstruction
- (iii) Special Phase Assessments or charges,
- (iv) Violation Assessments, and any other assessments described in the Documents.

All assessments, interest on any delinquencies and costs of collection including administrative fees determined by the Association and attorney fees shall be a personal obligation of the Owner of the Lot at the time when the assessment was due and shall also be a charge and continuing lien upon the Lot.

Section 2. Annual Budget. By a two-thirds vote of the directors, the Board shall adopt an annual budget for each calendar year, which shall provide for allocation of expenses in such a manner that the obligations imposed by this Declaration will be met. The Board shall set the date(s) that installments of the assessments shall be due.

Section 3. General Assessment.

- (a) **Purpose of Assessment.** General Assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the Owners and Occupants of the Property and in particular for the improvement, maintenance and operation of the Common Area and facilities on Outlot 3 and the Garden Area on Outlot 8, and shall be sufficient to meet the obligations imposed by the Declaration. The General Assessments will provide for an operating fund for routine maintenance and expenses, a contingency fund for unbudgeted expenses and a reserve fund for major repairs and replacements.
- (b) **Method of Assessment.** By a vote of two-thirds of the directors, the Board shall levy annual General Assessments upon the basis set forth below.
- (c) **Basis for Assessment.** The General Assessment shall be allocated in equal shares among all Living Units.
- (d) **Maximum Annual General Assessment Increase.** The annual General Assessment for any calendar year may not increase more than 10% from the prior year's Assessment. The maximum annual General Assessment increase may be changed by a two-thirds majority vote of the Owners who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Phase Assessments.

- (a) **Purpose of Phase Assessments.** Phase Assessments shall be used exclusively for the purpose of:
 - (i) Improvement and maintenance of the Common Area in the Phase;
 - (ii) Purchasing shared services, including but not limited to insurance, trash collection, snow removal and utilities;
 - (iii) Preservation of value within the Phase through exterior repair and maintenance of the Living Units on each Lot in the Phase. Such maintenance shall include: painting, repair, replacement and care of roofs, gutters, downspouts, siding, building trim, driveways, walks, fences and patios.
 - (iv) Lawn mowing and care, tree and shrub maintenance of nursery stock installed by the Association and snow removal from Trails and driveways as shown on the recorded subdivision plats for each Phase in the Association.
 - (v) By a two-thirds vote the Board of Directors may establish in the Book of Resolutions a policy further defining and expanding the purpose of Phase Assessments.
- (b) **Method of Assessment.** The Phase Assessments shall be levied by the Association against Lots in a Phase, and collected and disbursed by the Association. By a two-thirds vote the Board shall fix the annual Phase Assessments for each Phase.
- (c) **Basis of Assessments.** The Phase Assessments shall include an operating fund for routine maintenance and expenses and a reserve fund for major repairs and replacements. The reserve fund for the Phase Assessment is related directly to the maintenance and upkeep of each Living Unit and shall be assessed based on a formula related to the physical components of the Living Unit. The operating fund for the Phase Assessment shall be assessed in equal shares among the Living Units with the exception of property insurance which shall be assessed based on a formula related to the estimated rebuilding cost of the Living Unit.

Section 5. Reserves Fund Accounting. At the end of each year the Phase reserves and General reserves for replacements will be combined into one fund balance which shall be maintained separately from the operating funds.

Section 6. *Special General Assessment for Improvements.* In addition to the annual assessments authorized above, the Association may levy a Special General Assessment extending for not more than two successive calendar years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvement in the Common Area, or the fixtures and property related thereto, provided that any such Special General Assessment shall have the assent of two-thirds vote of the Owners who are voting in person or by proxy at a special meeting duly called for that purpose.

Section 7. *Special Phase Assessment for Improvements.* In addition to the annual assessments authorized above, the Association may levy in any calendar year a Special Phase Assessment against the Lots of the Phase for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvement in the Phase, or the fixtures and property related thereto, provided that any Special Phase Assessment shall be approved by a vote of two-thirds of the Owners of Lots in the Phase. If funds remain from the Special Phase Assessment they will be returned to the Lots in the Phase based on the formula used to determine the Special Phase Assessment.

Section 8. *Violation Assessment:* If the Owner or Occupant of any Lot violates any provision of the Documents the Association may levy an assessment against the Lot in the amount of actual damages suffered as a result of the violation; or, if damages cannot be accurately determined, a fine in the amount set forth in the By-Laws as may be amended from time to time. Each day of violation may constitute a separate violation for purposes of enforcement. The Board shall adopt general rules and procedures to implement the purposes set forth in this section. All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and circulated to all Owners.

Section 9. *Effect of Nonpayment of Assessments: Remedies of the Association.* Any assessment of any kind not paid within 30 days after the due date will bear interest from the due date at an interest rate set by the Board for each assessment period. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the delinquent Lot in like manner as a mortgage of real property. In any such foreclosure the Owner shall be required to pay a reasonable rental for the permitted use of the Common Area and the Association shall be entitled to the appointment of a receiver to collect the same. The Association may be the receiver and bid on the Property at the foreclosure sale, and acquire and hold, lease, mortgage and convey the same. If any assessment is delinquent by more than 30 days the Association may suspend the voting rights of the delinquent Owner. If the Association has provided for collection of any assessment in installments, upon default in the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. No Owner may waive or otherwise escape liability for any assessment provided for herein by nonuse of the Common Area or abandonment of said Owner's Lot.

Section 10. *Subordination of the Lien to Mortgages.* The lien of any assessment provided for herein shall be subordinate to the lien of any first mortgage on the subject Lot. Sale or transfer of any Lot shall not affect any assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of any assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. *Joint and Several Liability of Grantor and Grantee.* Upon a voluntary conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the Lot prior to the conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefor. However, any grantee shall be entitled to a statement from the Association setting forth the amount of any unpaid assessments and grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessment in excess of the amount therein set forth.

ARTICLE V

Architectural Review

Section 1. *The Architectural Review Board.* An Architectural Review Board consisting of not less than three Members shall be appointed by the Board of Directors.

Section 2. General Rules/Standards. The Architectural Review Board (hereinafter ARB) shall adopt general rules and standards to implement the purposes set forth below and interpret the covenants in this section, including but not limited to rules to regulate animals, antennas, signs, storage and use of recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash containers, planting, maintenance and removal of vegetation on the Property. Such general rules may be recommended by the ARB, following a public hearing for which due notice has been provided, and adopted by a two-thirds vote of the Board of Directors. All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and circulated to all Owners.

Section 3. Purpose. The ARB shall regulate the external design, appearance, use, location and maintenance of the Property and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

Section 4. Conditions. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior or exterior appearance of any Living Unit or other improvement shall be made without the prior approval of the ARB, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of the ARB.

Section 5. Procedures. In the event the ARB fails to approve, modify or disapprove in writing an application within 30 days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an adverse ARB decision to the Board of Directors who may reverse or modify such decision by a two-thirds vote of the directors.

Section 6. Exceptions. The ARB may issue temporary exceptions from any prohibitions in the Documents, provided the ARB can show good cause and acts in accordance with adopted guidelines and procedures subject to approval by the Board of Directors.

ARTICLE VI Use of Property

Section 1. Protective Covenants.

- (a) **Residential Use.** All Living Units are designed exclusively for residential use by not more than one "family" (as such term is defined from time to time by the City of Madison Zoning Ordinance). Members may engage in home occupations as permitted by the City of Madison ordinances so long as said occupation does not generate substantial pedestrian or vehicular traffic.
- (b) **Leasing.** A Living Unit may not be leased unless the Owner has complied with the relevant provisions of the Documents. All leases must be in writing and shall include language stating that the lessee shall be subject in all respects to the provisions of the Documents. An Owner may not lease any Living Unit more than two times in any calendar year. A copy of the lease must be filed with the Association and the Owner will be held responsible for any violations of the Documents by the lessee.
- (c) **Nuisances.** No Owner or Occupant shall engage in any activity which is or may become a nuisance.
- (d) **Restriction on Further Subdivision.** No Lot upon which a Living Unit has been constructed shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit corrective instruments, deeds to resolve boundary line disputes, and similar corrective instruments.
- (e) **Limitations on Structural Changes.** An Owner may make improvements or alterations within the Owner's Living Unit. Said improvements or alterations may not impair the structural soundness or integrity or lessen the support of any portion of the Living Unit, affect the exterior appearance of the Living Unit or impair any easement. Any improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not impair the structural integrity or unreasonably interfere with the use and enjoyment of other Living Units, Common Area or facilities, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

Section 2. *Maintenance of Property.* To the extent that exterior maintenance is not provided for in Article IV, Section 4 herein, each Owner shall keep the Lot owned by it, and all improvements thereon, in good order and repair and free of debris. In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon, as provided herein, the Association, after notice to the Owner as provided in the By-Laws and approval by two-thirds vote of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of any buildings or other improvements erected thereon. All costs related to such correction, repair or restoration shall become a Violation Assessment upon such Lot.

Section 3. *Utility Easements.* There is hereby created a blanket easement upon the Property for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems including, but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems providing said utility or service company restores disturbed areas to the condition in which they were before the work. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utility service lines or facilities for such utilities may be installed or relocated on the Property except as approved by the Architectural Review Board. By virtue of this easement it shall be expressly permissible for the company providing the utility or service to install and maintain facilities and equipment on the Property and to excavate for such purposes. This easement shall in no way affect any other recorded easements on the Property.

Section 4 *Entry by Association.* The Association may enter any Lot or Living Unit 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 Owner shall be attempted (unless an emergency exists which precludes such notice), and the entry shall be made with as little inconvenience to the Occupant as possible under the circumstances. Any damage caused thereby shall be repaired by the Association and shall be treated as an Association expense.

Section 5. *Encroachments.* If any portion of a structure encroaches upon any Lot or the Common Area or any portion of the Common Area encroaches on any Lot as a result of settling or lateral movement or as a result of initial error in alignment between the surveyed Lot line and the improvement, a valid easement for such encroachment shall exist.

ARTICLE VII

Insurance

Section 1 – *Property Insurance.* The Association shall maintain insurance coverage for special form causes of loss at full insurable value on the Property and all Living Units: including interior walls; fixtures; installations; alterations and additions; to be insured on a replacement cost basis. The replacement cost and coverage will be established based on standard quality construction and is subject to the policy's deductible. It is duly noted that water damage (flood, sewer backup, groundwater seepage), personal property and personal liability insurance are not covered by the Association's insurance. In the event that the Association is unable to obtain said Property Insurance for the Living Units, it will be the obligation of the Owner to obtain property insurance as described in this Section for such Owner's Living Unit.

Section 2 – *Owner's Responsibility For Insurance:* Maintenance of insurance by the Association shall not relieve or prohibit Owners from maintaining insurance with limits in excess of those maintained by the Association or with additional insured risks or to obtain insurance if the Association is unable to do so. Unit Owners are encouraged to submit copies of the Declaration to their insurance carriers in order to ensure adequate property and liability coverage for their personal property, the Owner's Living Unit (covering extraordinary betterments and improvements and the Association's deductible) and Lot. If damage occurs to a Living Unit and was caused by a covered peril under the Association's insurance, the Owner shall be responsible for payment of the Association's deductible.

Section 3 - *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 or officers. Such policies shall also contain "severability of interest" endorsements which shall

preclude the insurer from denying the claim of an Owner because of negligence on the part of the Association or other Owners.

Section 4 – 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 the amount of funds that will be in the custody of the Association (or its manager) at any one time, or such amount as will qualify under the Federal National Mortgage Association guidelines.

ARTICLE VIII

Party Walls

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of a Living Unit and placed on the dividing line between Lots shall constitute a party wall. The general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of any party wall.

Section 2. Rights of Owners. The Owners of contiguous Lots who have a party wall shall equally have the right to use such wall, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

Section 3. Damage or Destruction. In the event that any party wall is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time),

- (a) through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligations of such Owner to rebuild and repair the party wall without cost to the adjoining Owner or Owners.
- (b) otherwise it shall be the obligation of all Owners whose Lots adjoin such wall to rebuild and repair such wall at their joint and equal expense.

Section 4. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE IX

General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property for a term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years, unless at the expiration of the twenty-year term or of any ten-year extension period the covenants and restrictions are expressly terminated by an instrument signed by not less than seventy-five percent (75%) of the Owners. A statement of termination must be recorded.

Section 2. Amendment. This Declaration may be amended at any time by the written consent of not less than two-thirds of the Owners. A statement signed by the Association President and Secretary evidencing that the amendment was properly adopted must be recorded.

Section 3. Enforcement. The Association shall have the right to levy Violation Assessments to enforce the policies as set forth in the Documents. The Association or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or thereafter imposed by the provisions of the Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE X
GARAGES AND PARKING

Section 1. Garages in “Phase VI Tamarack Trails”. Ownership of each Lot in Phase VI shall entitle the Owner(s) or Occupant(s) thereof to the exclusive use of the garage immediately adjacent and contiguous to such Owner’s Lot, as specifically identified on the subdivision Plat for Phase VI Tamarack Trails, and to an exclusive right of access through such garage to this Lot. This right of use and access shall be in the nature of an easement over the Lot on which the garage is located. The walls and ceiling of the garage shall be deemed to be “Party Walls” as described in Article VIII of the Declaration and the owner entitled to use of the garage shall be deemed to be the owner of the inside walls and ceiling of the garage for purposes of Article VIII of the Declaration. The Owner entitled to use of the garage shall have sole responsibility to maintain and repair the interior of the garage. The provisions of this Section shall be permanent or perpetual and shall run with the land.

Section 2. Parking. Ownership of each Lot shall entitle the Owner(s) or Occupant(s) thereof to the exclusive use of the automobile parking space(s) in the Common Area immediately adjacent and contiguous to such Owner’s Lot (however, this provision shall not be applicable where, in the opinion of the Association, using such parking space(s) would interfere with ingress and egress to a Trail) and to the exclusive use with other Owners of Lots on the same court of the designated automobile parking space(s) in such Trail as shown on the Plat of each Phase. The Board of Directors of the Association may enact rules for the use of said parking areas by such Owners, Occupants and their guests.

Exhibit A Description of the Property

General Description

Tamarack Trails Community Services Association, Inc. consists of 320 Living Units in buildings of one to six units together with a clubhouse, maintenance building, community garden, swimming pool, and two tennis courts with the following Property description.

Recreation Area - Consists of the real property in the City of Madison, Dane County, Wisconsin, located in the Southeast quarter of Section 23, Township 7 North, Range 8 East more fully described and shown as Outlot 3 on the subdivision plat known as "Tamarack Trails", recorded in the office of the Register of Deeds for Dane County on July 3, 1974 as Document No. 1403162.

Garden Area - Consists of the real property in the City of Madison, Dane County, Wisconsin, located in the Southeast quarter of Section 23, Township 7 North, Range 8 East more fully described as follows: Commencing at the South quarter corner of said Section 23; thence N33°40'19"E, 60.93 feet; thence N00°52'55"E, 930.69 feet; thence N88°50'44"E, 1,062.08 feet to the point of beginning; thence continuing N00°48'50"E, 165 feet; thence N88°50'44"E, 165 feet; thence S00°48'50"W, 165 feet; thence S88°50'44"W, 165 feet to the point of beginning. This land is located in the eastern half of Outlot 8 on the subdivision plat known as "Phase VI Tamarack Trails", recorded in the office of the Register of Deeds for Dane County on October 27, 1980 as Document No. 1685898.

Shown below are the Lot numbers, addresses and Parcel Identification Numbers of all Lots in the Association. All Lots are in the City of Madison (PIN City Code 251).

Phase I - Consists of the real property in the City of Madison, Dane County, Wisconsin, located in the Southeast quarter of Section 23, Township 7 North, Range 8 East more fully described and shown as Outlot 1 and Outlot 2 on the subdivision plat known as "Tamarack Trails", recorded in the office of the Register of Deeds for Dane County on July 3, 1974 as Document No. 1403162 and contains the following Lots:

Lot #	Address	Parcel #	Lot #	Address	Parcel #
1	12 Blue Spruce Trail	0708-234-0107-4	23	9 Sugar Maple Trail	0708-234-0222-0
2	10 Blue Spruce Trail	0708-234-0108-2	24	11 Sugar Maple Trail	0708-234-0223-8
3	8 Blue Spruce Trail	0708-234-0109-0	25	13 Sugar Maple Trail	0708-234-0224-6
4	6 Blue Spruce Trail	0708-234-0110-7	26	15 Sugar Maple Trail	0708-234-0225-4
5	4 Blue Spruce Trail	0708-234-0111-5	27	17 Sugar Maple Trail	0708-234-0226-2
6	2 Blue Spruce Trail	0708-234-0112-3	28	19 Sugar Maple Trail	0708-234-0227-0
7	2 Red Cedar Trail	0708-234-0101-6	29	21 Sugar Maple Trail	0708-234-0228-8
8	4 Red Cedar Trail	0708-234-0102-4	30	23 Sugar Maple Trail	0708-234-0229-6
9	6 Red Cedar Trail	0708-234-0103-2	31	25 Sugar Maple Trail	0708-234-0230-3
10	8 Red Cedar Trail	0708-234-0104-0	32	27 Sugar Maple Trail	0708-234-0231-1
11	10 Red Cedar Trail	0708-234-0105-8	33	2 Pin Oak Trail	0708-234-0207-2
12	12 Red Cedar Trail	0708-234-0106-6	34	4 Pin Oak Trail	0708-234-0208-0
13	11 White Pine Trail	0708-234-0212-1	35	6 Pin Oak Trail	0708-234-0209-8
14	9 White Pine Trail	0708-234-0213-9	36	8 Pin Oak Trail	0708-234-0210-5
15	7 White Pine Trail	0708-234-0214-7	37	10 Pin Oak Trail	0708-234-0211-3
16	5 White Pine Trail	0708-234-0215-5	38	12 Pin Oak Trail	0708-234-0201-4
17	3 White Pine Trail	0708-234-0216-3	39	14 Pin Oak Trail	0708-234-0202-2
18	1 White Pine Trail	0708-234-0217-1	40	16 Pin Oak Trail	0708-234-0203-0
19	1 Sugar Maple Trail	0708-234-0218-9	41	18 Pin Oak Trail	0708-234-0204-8
20	3 Sugar Maple Trail	0708-234-0219-7	42	20 Pin Oak Trail	0708-234-0205-6
21	5 Sugar Maple Trail	0708-234-0220-4	43	22 Pin Oak Trail	0708-234-0206-4
22	7 Sugar Maple Trail	0708-234-0221-2			

Phase II Consists of the real property in the City of Madison, Dane County, Wisconsin, located in the Southeast quarter of Section 23, Township 7 North, Range 8 East more fully described and shown as Outlot 4 on the subdivision plat known as "Phase II Tamarack Trails", recorded in the office of the Register of Deeds for Dane County on September 17, 1975 as Document No. 1443466 and contains the following Lots:

Lot #	Address	Parcel #	Lot #	Address	Parcel #
44	201 South Westfield Rd	0708-234-0301-2	60	11 Mountain Ash Trail	0708-234-0319-5
45	203 South Westfield Rd	0708-234-0302-0	61	13 Mountain Ash Trail	0708-234-0320-2
46	1 Red Oak Trail	0708-234-0303-8	62	15 Mountain Ash Trail	0708-234-0321-0
47	3 Red Oak Trail	0708-234-0304-6	63	17 Mountain Ash Trail	0708-234-0322-8
48	5 Red Oak Trail	0708-234-0305-4	64	9 Winterberry Trail	0708-234-0312-9
49	7 Red Oak Trail	0708-234-0306-2	65	11 Winterberry Trail	0708-234-0313-7
50	9 Red Oak Trail	0708-234-0307-0	67	29 Mountain Ash Trail	0708-234-0328-6
51	1 Winterberry Trail	0708-234-0308-8	68	19 Mountain Ash Trail	0708-234-0323-6
52	3 Winterberry Trail	0708-234-0309-6	69	21 Mountain Ash Trail	0708-234-0324-4
53	5 Winterberry Trail	0708-234-0310-3	70	23 Mountain Ash Trail	0708-234-0325-2
54	7 Winterberry Trail	0708-234-0311-1	71	25 Mountain Ash Trail	0708-234-0326-0
55	1 Mountain Ash Trail	0708-234-0314-5	72	1 Honey Locust Trail	0708-234-0329-4
56	3 Mountain Ash Trail	0708-234-0315-3	73	3 Honey Locust Trail	0708-234-0330-1
57	5 Mountain Ash Trail	0708-234-0316-1	74	5 Honey Locust Trail	0708-234-0331-9
58	7 Mountain Ash Trail	0708-234-0317-9	75	7 Honey Locust Trail	0708-234-0332-7
59	9 Mountain Ash Trail	0708-234-0318-7			

Phase III Consists of the real property in the City of Madison, Dane County, Wisconsin, located in the Southeast quarter of Section 23, Township 7 North, Range 8 East more fully described and shown as Outlot 5 on the subdivision plat known as "Phase III Tamarack Trails", recorded in the office of the Register of Deeds for Dane County on October 1, 1976 as Document No. 1489603 and contains the following Lots:

Lot #	Address	Parcel #	Lot #	Address	Parcel #
76	22 Bayberry Trail	0708-234-0410-1	100	25 Red Maple Trail	0708-234-0425-0
77	24 Bayberry Trail	0708-234-0411-9	101	27 Red Maple Trail	0708-234-0426-8
78	26 Bayberry Trail	0708-234-0412-7	102	29 Red Maple Trail	0708-234-0427-6
79	2 Bayberry Trail	0708-234-0401-0	103	31 Red Maple Trail	0708-234-0428-4
80	4 Bayberry Trail	0708-234-0402-8	104	1 Gray Birch Trail	0708-234-0429-2
81	8 Bayberry Trail	0708-234-0404-4	105	3 Gray Birch Trail	0708-234-0430-9
82	6 Bayberry Trail	0708-234-0403-6	106	5 Gray Birch Trail	0708-234-0431-7
83	10 Bayberry Trail	0708-234-0405-2	107	7 Gray Birch Trail	0708-234-0432-5
84	12 Bayberry Trail	0708-234-0406-0	108	9 Gray Birch Trail	0708-234-0433-3
85	18 Bayberry Trail	0708-234-0409-4	109	11 Gray Birch Trail	0708-234-0434-1
86	16 Bayberry Trail	0708-234-0408-6	110	13 Gray Birch Trail	0708-234-0435-9
87	14 Bayberry Trail	0708-234-0407-8	111	15 Gray Birch Trail	0708-234-0436-7
88	1 Red Maple Trail	0708-234-0413-5	112	19 Gray Birch Trail	0708-234-0438-3
89	3 Red Maple Trail	0708-234-0414-3	113	17 Gray Birch Trail	0708-234-0437-5
90	5 Red Maple Trail	0708-234-0415-1	114	1 Hemlock Trail	0708-234-0439-1
91	7 Red Maple Trail	0708-234-0416-9	115	3 Hemlock Trail	0708-234-0440-8
92	9 Red Maple Trail	0708-234-0417-7	116	5 Hemlock Trail	0708-234-0441-6
93	11 Red Maple Trail	0708-234-0418-5	117	7 Hemlock Trail	0708-234-0442-4
94	13 Red Maple Trail	0708-234-0419-3	118	9 Hemlock Trail	0708-234-0443-2
95	15 Red Maple Trail	0708-234-0420-0	119	11 Hemlock Trail	0708-234-0444-0
96	17 Red Maple Trail	0708-234-0421-8	120	13 Hemlock Trail	0708-234-0445-8
97	19 Red Maple Trail	0708-234-0422-6	121	15 Hemlock Trail	0708-234-0446-6
98	21 Red Maple Trail	0708-234-0423-4	122	17 Hemlock Trail	0708-234-0447-4
99	23 Red Maple Trail	0708-234-0424-2	123	19 Hemlock Trail	0708-234-0448-2

Phase IV Consists of the real property in the City of Madison, Dane County, Wisconsin, located in the Southeast quarter of Section 23, Township 7 North, Range 8 East more fully described and shown as Outlot 6 on the subdivision plat known as "Phase IV Tamarack Trails", recorded in the office of the Register of Deeds for Dane County on December 2, 1977 as Document No. 1550501 and contains the following Lots:

Lot #	Address	Parcel #	Lot #	Address	Parcel #
124	96 Oak Creek Trail	0708-234-0648-8	161	22 Oak Creek Trail	0708-234-0611-5
125	94 Oak Creek Trail	0708-234-0647-0	162	20 Oak Creek Trail	0708-234-0610-7
126	92 Oak Creek Trail	0708-234-0646-2	163	18 Oak Creek Trail	0708-234-0609-0
127	90 Oak Creek Trail	0708-234-0645-4	164	16 Oak Creek Trail	0708-234-0608-2
128	88 Oak Creek Trail	0708-234-0644-6	165	14 Oak Creek Trail	0708-234-0607-4
129	86 Oak Creek Trail	0708-234-0643-8	166	12 Oak Creek Trail	0708-234-0606-6
130	84 Oak Creek Trail	0708-234-0642-0	167	10 Oak Creek Trail	0708-234-0605-8
131	82 Oak Creek Trail	0708-234-0641-2	168	8 Oak Creek Trail	0708-234-0604-0
132	80 Oak Creek Trail	0708-234-0640-4	169	2 Oak Creek Trail	0708-234-0603-2
133	78 Oak Creek Trail	0708-234-0639-7	170	4 Oak Creek Trail	0708-234-0602-4
134	76 Oak Creek Trail	0708-234-0638-9	171	6 Oak Creek Trail	0708-234-0601-6
135	74 Oak Creek Trail	0708-234-0637-1	172(½) & 173	11 Oak Creek Trail	0708-234-0502-6
136	72 Oak Creek Trail	0708-234-0636-3	174	15 Oak Creek Trail	0708-234-0503-4
137	70 Oak Creek Trail	0708-234-0635-5	175	17 Oak Creek Trail	0708-234-0504-2
138	68 Oak Creek Trail	0708-234-0634-7	176	19 Oak Creek Trail	0708-234-0505-0
139	66 Oak Creek Trail	0708-234-0633-9	177	21 Oak Creek Trail	0708-234-0506-8
140	64 Oak Creek Trail	0708-234-0632-1	178	51 Oak Creek Trail	0708-234-0507-6
141	62 Oak Creek Trail	0708-234-0631-3	179	53 Oak Creek Trail	0708-234-0508-4
142	60 Oak Creek Trail	0708-234-0630-5	180	55 Oak Creek Trail	0708-234-0509-2
143	58 Oak Creek Trail	0708-234-0629-8	181	57 Oak Creek Trail	0708-234-0510-9
144	56 Oak Creek Trail	0708-234-0628-0	182	59 Oak Creek Trail	0708-234-0511-7
145	54 Oak Creek Trail	0708-234-0627-2	183	61 Oak Creek Trail	0708-234-0512-5
146	52 Oak Creek Trail	0708-234-0626-4	184	71 Oak Creek Trail	0708-234-0513-3
147	50 Oak Creek Trail	0708-234-0625-6	185	73 Oak Creek Trail	0708-234-0514-1
148	48 Oak Creek Trail	0708-234-0624-8	186	75 Oak Creek Trail	0708-234-0515-9
149	46 Oak Creek Trail	0708-234-0623-0	187	77 Oak Creek Trail	0708-234-0516-7
150	44 Oak Creek Trail	0708-234-0622-2	188	79 Oak Creek Trail	0708-234-0517-5
151	42 Oak Creek Trail	0708-234-0621-4	189	81 Oak Creek Trail	0708-234-0518-3
152	40 Oak Creek Trail	0708-234-0620-6	190	83 Oak Creek Trail	0708-234-0519-1
153	38 Oak Creek Trail	0708-234-0619-6	191	85 Oak Creek Trail	0708-234-0520-8
154	36 Oak Creek Trail	0708-234-0618-1	192	87 Oak Creek Trail	0708-234-0521-6
155	34 Oak Creek Trail	0708-234-0617-3	193	89 Oak Creek Trail	0708-234-0522-4
156	32 Oak Creek Trail	0708-234-0616-5	194	91 Oak Creek Trail	0708-234-0523-2
157	30 Oak Creek Trail	0708-234-0615-7	195	93 Oak Creek Trail	0708-234-0524-0
158	28 Oak Creek Trail	0708-234-0614-9	196	95 Oak Creek Trail	0708-234-0525-8
159	26 Oak Creek Trail	0708-234-0613-1	197	97 Oak Creek Trail	0708-234-0526-6
160	24 Oak Creek Trail	0708-234-0612-3			

Phase V Consists of the real property in the City of Madison, Dane County, Wisconsin, located in the Southeast quarter of Section 23, Township 7 North, Range 8 East more fully described and shown as Outlot 7 on the subdivision plat known as "Phase V Tamarack Trails", recorded in the office of the Register of Deeds for Dane County on September 11, 1978 as Document No. 1591171 and contains the following Lots:

Lot #	Address	Parcel #	Lot #	Address	Parcel #
198	7324 Cedar Creek Trail	0708-234-0709-8	237-241	(see Certified Survey Map No 4970)	
199	7326 Cedar Creek Trail	0708-234-0710-5		135 Pine Ridge Trail	0708-234-0805-4
200	7328 Cedar Creek Trail	0708-234-0711-3		133 Pine Ridge Trail	0708-234-0806-2
201	7330 Cedar Creek Trail	0708-234-0712-1		131 Pine Ridge Trail	0708-234-0807-0
202	7332 Cedar Creek Trail	0708-234-0713-9		129 Pine Ridge Trail	0708-234-0808-8
203	7402 Cedar Creek Trail	0708-234-0714-7	242	127 Pine Ridge Trail	0708-234-0809-6
204	7404 Cedar Creek Trail	0708-234-0715-5	243	125 Pine Ridge Trail	0708-234-0810-3
205	7406 Cedar Creek Trail	0708-234-0716-3	244	123 Pine Ridge Trail	0708-234-0811-1
206	7408 Cedar Creek Trail	0708-234-0717-1	245	121 Pine Ridge Trail	0708-234-0812-9
207	7410 Cedar Creek Trail	0708-234-0718-9	246-248	(see Certified Survey Map No 4971)	
208	7412 Cedar Creek Trail	0708-234-0719-7		119 Pine Ridge Trail	0708-234-0813-7
209 & 210(½)	7414 Cedar Creek Trail	0708-234-0720-4		117 Pine Ridge Trail	0708-234-0814-5
210(½) & 211	7418 Cedar Creek Trail	0708-234-0722-0	249	103 Pine Ridge Trail	0708-234-0816-1
212	7420 Cedar Creek Trail	0708-234-0723-8	250	101 Pine Ridge Trail	0708-234-0817-9
213	7424 Cedar Creek Trail	0708-234-0724-6	251	7321 Cedar Creek Trail	0708-234-0819-5
214 & 215	7426 Cedar Creek Trail	0708-234-0725-4	252	7323 Cedar Creek Trail	0708-234-0818-7
216	7430 Cedar Creek Trail	0708-234-0727-0	253	108 Pine Ridge Trail	0708-234-0908-6
217	7432 Cedar Creek Trail	0708-234-0728-8	254	106 Pine Ridge Trail	0708-234-0909-4
218	7434 Cedar Creek Trail	0708-234-0729-6	255	104 Pine Ridge Trail	0708-234-0910-1
219	7436 Cedar Creek Trail	0708-234-0730-3	256	102 Pine Ridge Trail	0708-234-0911-9
220	7438 Cedar Creek Trail	0708-234-0731-1	257	7317 Cedar Creek Trail	0708-234-0820-2
221	7439 Cedar Creek Trail	0708-234-0917-7	258	7315 Cedar Creek Trail	0708-234-0821-0
222 & 223(¾)	7437 Cedar Creek Trail	0708-234-0916-9	259	7313 Cedar Creek Trail	0708-234-0822-8
223(¾) & 224	7435 Cedar Creek Trail	0708-234-0914-3	260	7311 Cedar Creek Trail	0708-234-0823-6
225	7423 Cedar Creek Trail	0708-234-0913-5	261	7309 Cedar Creek Trail	0708-234-0824-4
226	7421 Cedar Creek Trail	0708-234-0912-7	262	7307 Cedar Creek Trail	0708-234-0825-2
227	110 Pine Ridge Trail	0708-234-0907-8	263	7305 Cedar Creek Trail	0708-234-0826-0
228	112 Pine Ridge Trail	0708-234-0906-0	264	7303 Cedar Creek Trail	0708-234-0827-8
229 & 230	114 Pine Ridge Trail	0708-234-0905-2	265	7301 Cedar Creek Trail	0708-234-0828-6
231	118 Pine Ridge Trail	0708-234-0903-6	266	7304 Cedar Creek Trail	0708-234-0701-4
232	142 Pine Ridge Trail	0708-234-0902-8	267	7306 Cedar Creek Trail	0708-234-0702-2
233	144 Pine Ridge Trail	0708-234-0901-0	268	7308 Cedar Creek Trail	0708-234-0703-0
234	143 Pine Ridge Trail	0708-234-0801-2	269	7310 Cedar Creek Trail	0708-234-0704-8
235	141 Pine Ridge Trail	0708-234-0802-0	270	7316 Cedar Creek Trail	0708-234-0705-6
236	139 Pine Ridge Trail	0708-234-0803-8	271	7318 Cedar Creek Trail	0708-234-0706-4
			272	7320 Cedar Creek Trail	0708-234-0707-2
			273	7322 Cedar Creek Trail	0708-234-0708-0

Phase VI Consists of the real property in the City of Madison, Dane County, Wisconsin, located in the Southeast quarter of Section 23, Township 7 North, Range 8 East more fully described and shown as Outlot 8, with the exception of the “Garden Area” as described herein, on the subdivision plat known as “Phase VI Tamarack Trails”, recorded in the office of the Register of Deeds for Dane County on October 27, 1980 as Document No. 1685898 and contains the following Lots:

Lot #	Address	Parcel #	Lot #	Address	Parcel #
274	7331 Tree Lane	0708-234-1305-3	300	7379 Tree Lane	0708-234-1325-1
275	7337 Tree Lane	0708-234-1302-9	301	7383 Tree Lane	0708-234-1327-7
276	7339 Tree Lane	0708-234-1301-1	302	7385 Tree Lane	0708-234-1328-5
277	7335 Tree Lane	0708-234-1303-7	303	7389 Tree Lane	0708-234-1330-0
278	7333 Tree Lane	0708-234-1304-5	304	7401 Tree Lane	0708-234-1331-8
279	7341 Tree Lane	0708-234-1306-1	305	7405 Tree Lane	0708-234-1333-4
280	7343 Tree Lane	0708-234-1307-9	306	7407 Tree Lane	0708-234-1334-2
281	7347 Tree Lane	0708-234-1309-8	307	7411 Tree Lane	0708-234-1336-8
282	7349 Tree Lane	0708-234-1310-2	308	7409 Tree Lane	0708-234-1335-0
283	7353 Tree Lane	0708-234-1312-8	309	7403 Tree Lane	0708-234-1332-6
284	7351 Tree Lane	0708-234-1311-0	310	7421 Tree Lane	0708-234-1341-7
285	7345 Tree Lane	0708-234-1308-7	311	7415 Tree Lane	0708-234-1338-4
286	7363 Tree Lane	0708-234-1317-8	312	7413 Tree Lane	0708-234-1337-6
287	7357 Tree Lane	0708-234-1314-4	313	7417 Tree Lane	0708-234-1339-2
288	7355 Tree Lane	0708-234-1313-6	314	7419 Tree Lane	0708-234-1340-9
289	7359 Tree Lane	0708-234-1315-2	315	7423 Tree Lane	0708-234-1342-5
290	7361 Tree Lane	0708-234-1316-0	316	205 Randolph Drive	0708-234-1347-5
291	7365 Tree Lane	0708-234-1318-6	317	209 Randolph Drive	0708-234-1349-1
292	7367 Tree Lane	0708-234-1319-7	318	211 Randolph Drive	0708-234-1350-8
293	7371 Tree Lane	0708-234-1321-9	319	215 Randolph Drive	0708-234-1352-4
294	7373 Tree Lane	0708-234-1322-7	320	213 Randolph Drive	0708-234-1351-6
295	7377 Tree Lane	0708-234-1324-3	321	207 Randolph Drive	0708-234-1348-3
296	7375 Tree Lane	0708-234-1323-5	322-325 (see Document #2439174)		
297	7369 Tree Lane	0708-234-1320-1		7441 Tree Lane	0708-234-1343-3
298	7387 Tree Lane	0708-234-1329-3		7445 Tree Lane	0708-234-1345-9
299	7381 Tree Lane	0708-234-1326-9		201 Randolph Drive	0708-234-1346-7

Phase VII Consists of the real property in the City of Madison, Dane County, Wisconsin, located in the Southeast quarter of Section 23, Township 7 North, Range 8 East more fully described and shown as Outlot 9 on the subdivision plat known as “Phase VII Tamarack Trails”, recorded in the office of the Register of Deeds for Dane County on February 3, 1988 as Document No. 2065099 and contains the following Lots:

Lot #	Address	Parcel #
326	56 Millstone Road	0708-234-1501-7
327	54 Millstone Road	0708-234-1502-5
328	52 Millstone Road	0708-234-1503-3
329	50 Millstone Road	0708-234-1504-1