

**BLACKHAWK LOFTS CONDOMINIUM**

**MADISON, WISCONSIN**

Declarant: Blackhawk Partners, LLC  
700 Ray O Vac Drive  
Madison, WI 53711

**DISCLOSURE MATERIALS**

This booklet contains materials required by Wisconsin law to be disclosed to prospective purchasers of condominium units at BLACKHAWK LOFTS CONDOMINIUM. This information is provided for your protection and assistance. You should read these materials carefully.

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

2. THESE DISCLOSURE MATERIALS ARE GIVEN TO YOU AS REQUIRED BY LAW AND MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

3. YOU MAY AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND ON ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN FIVE (5) BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

## INDEX TO DISCLOSURE MATERIALS

In compliance with disclosure requirements of the Wisconsin Condominium Ownership Act, this book is provided to each prospective purchaser of a Unit in Blackhawk Lofts Condominium, and contains the following documents and exhibits:

1. DECLARATION. The Declaration establishes and describes the condominium, the units and the common elements.
2. EXPANSION. The Declarant has not reserved the right to expand the Condominium.
3. FLOOR PLAN AND MAP. The Declarant has provided floor plans of the units being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and common elements which are part of the condominium. The plans and map begin at Exhibit A1.
4. PERCENTAGE OF OWNERSHIP. Each unit's percentage of ownership in the Common Elements of the Condominium shall be as set forth in Section E, paragraph 1, of the Declaration.
5. ARTICLES OF INCORPORATION. The operation of a condominium is governed by the Association, of which each unit owner is a member. Powers, duties and operation of an Association are specified in its Articles of Incorporation.
6. BYLAWS. The Bylaws contain rules which govern the condominium and affect the rights and responsibilities of unit owners.
7. MANAGEMENT OR EMPLOYMENT CONTRACTS. There are no management or employment contracts in effect to date.
8. LEASES. Units in condominiums may be sold subject to one or more leases of property or facilities which are not a part of the condominium. There are no such leases or agreements to date involving Blackhawk Lofts Condominium.
9. ANNUAL OPERATING BUDGET. The Association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage, real estate taxes and utility payments. The budget is shown on the last page of these disclosure materials.
10. EXECUTIVE SUMMARY. The Executive Summary highlights for a buyer of a Condominium Unit essential information regarding the Condominium. The Executive Summary is found on pages ii and iii.

**BLACKHAWK LOFTS CONDOMINIUM,  
IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN**

**EXECUTIVE SUMMARY**

This executive summary highlights for a buyer of condominium Unit essential information regarding the Condominium. Because the executive summary is just that, an executive summary, it cannot be relied upon as complete, correct or binding. For a complete, correct and binding understanding of your rights and obligations as a buyer of a condominium unit with respect to the enumerated items in the executive summary, you are directed to the disclosure documents to which a particular executive summary statement pertains.

1. Condominium Identification: The name of the Condominium is Blackhawk Lofts Condominium. The principal address of the Condominium is c/o Blackhawk Partners, LLC, 700 Ray O Vac Drive, City of Madison, Wisconsin 53711. The individual addresses assigned to each Unit are specified in the Declaration.
2. Expansion Plans: The Declarant has not reserved the right to expand the Condominium.
3. Governance: The condominium association is the Blackhawk Lofts Condominium Unit Owners Association, Inc., a Wisconsin non-stock corporation, and its address is c/o Blackhawk Partners, LLC, 700 Ray O Vac Drive, Madison, Wisconsin 53711. There is not a management company hired to manage the Condominium at this time.
4. Special Amenities: There are no special amenities associated with the Condominium. All amenities are on site and without special membership costs and Unit Owners and their guests and tenants are allowed to use such amenities subject to the rules and regulations of the association. All such amenities are common elements and are supported by the Unit Owners by their general assessments.
5. Maintenance and Repair of Units: Each Unit Owner is responsible for maintaining, repairing and replacing all improvements within the Unit such as interior wall finishes, floor coverings, windows, doors, and plumbing, electrical, and heating and air conditioning systems, all as more particularly set forth in the Condominium Declaration.
6. Maintenance, Repair and Replacement of Common Elements: The condominium association is generally responsible for the maintenance, repair and replacement of the common elements, which includes the limited common elements. The individual Unit Owners are responsible for the general housekeeping of the limited common elements and the removal of snow and ice from the Unit balconies / stoops / steps adjacent to their particular Unit. Routine repairs and replacements will be funded from Unit Owner assessments. Extraordinary repairs and replacements will be funded from reserve funds to

the extent such funds are available; otherwise they shall be funded from Unit Owner assessments.

7. Rental of Units: Subject to the leasing privileges as provided in Section L of the Condominium Declaration, all Units are to be owner occupied. Under certain circumstances as set forth in the Condominium Declaration, Units may be rented, subject to condominium association approval. The Declarant may rent Units owned by the Declarant on any terms the Declarant deems appropriate.

8. Unit Alterations: Unit Owners may alter their Units as long as they do not impair the structural soundness or integrity of the building or change the exterior appearance of the Unit or the building in which the Unit is located.

9. Parking: Parking for each Unit is as set forth on the Condominium Plat.

10. Pets: The right to maintain pets is limited by Section F of the Condominium Declaration and the rules and regulations of the Condominium.

11. Reserves: The condominium association may maintain a reserve account. The reserve account is not a statutory reserve account (Section 703.163 of the Wisconsin Statutes).

12. Fees on New Units: Fees on new Units shall commence when first sold or leased by the Declarant.

13. Amendments: The Condominium Declaration may be amended as provided in Section S of the Declaration. Generally, such amendments require a two-thirds (2/3) vote of the Unit owners.