DECLARATION OF CONDOMINIUM OWNERSHIP OF MAYBERRY HILL CONDOMINIUM

Village of Pewaukee, Waukesha County, Wisconsin

THIS DECLARATION, made this 11th day of March, 2005, by MAYBERRY DEVELOPMENT, LLC, a Wisconsin limited liability company ("Declarant"), pursuant to the provisions of the Wisconsin Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes ("Act").

I. STATEMENT OF DECLARATION.

The Declarant is the owner of certain real estate located in the Village of Pewaukee, Waukesha County, Wisconsin, as legally described on the attached Exhibit A ("Land"). The Declarant hereby submits and subjects the Land, together with all buildings, structures, improvements and other permanent fixtures to be constructed thereon ("Property"), to the provisions of the Act.

II. NAME AND DESCRIPTION OF THE CONDOMINIUM AND UNITS

The Property and seven (7) proposed four (4) unit residential buildings with attached garages ("Buildings"), shall be known as MAYBERRY HILL CONDOMINIUM ("Condominium"). A "Unit" is that part of the Buildings containing one (1) residential unit and the attached garage that is intended for individual, private use, comprised of one or more cubicles of air at one or more levels of space having outer boundaries formed by the interior surfaces of the perimeter walls, unfinished floors, ceilings, windows, window frames, doors and door frames of the Unit, as shown on the Buildings and floor plans attached hereto as Exhibit B, together with all fixtures and improvements therein contained. All installations for providing power, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively to one Unit shall be considered a part of that Unit. The various types of Units, their respective designations and locations, the approximate area of the Units, number of rooms, Common Elements to which the Units have access and further details identifying and describing the Units are all as set forth on Exhibit B attached hereto.

The Declarant reserves the right to change the style, model, size or location of the Buildings or any Unit which is included in this Condominium, prior to completion of construction, regardless of the initial designation of such style, model, size or location on Exhibits or elsewhere in this Declaration. In interpreting the survey or floor plans or any deed or any other instrument affecting a Building or Unit, the boundaries of the Buildings or Unit constructed or reconstructed in substantial accordance with the survey and floor plans shall be conclusively presumed to be the actual boundaries rather than the description expressed in the survey or floor plans, regardless of minor variations between boundaries shown on the survey and floor plans and the actual boundaries or the Buildings or Unit as located and erected.

000670 MAR 15 98

262-
971-965
XO

III. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Each owner of a Unit ("Unit Owner" or "Owner") shall own an undivided interest in the Common Elements with all other Unit Owners. The "Common Elements" shall consist of all of the Condominium, except the individual Units, including without limitation, the Land, foundations, structural walls and columns located within the boundaries of a Unit, hallways, stairways, entrances and exits, lobby, elevators, common basements, boilers, roof, incinerator, pipes, ducts, electrical wiring and conduits, central heating and air conditioning systems, public utility lines, structural parts of the Buildings, outside walks, and driveways, landscaping and recreational areas. Each Unit's percentage of ownership in the Common Elements shall be three and fifty seven one hundredth of a percent (3.57%).

Each Unit Owner shall have a valid, non-exclusive easement to the Common Element space between the interior and exterior of the walls of the Unit for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls, and the like, where space between the walls may be necessary for such uses, provided that the Unit Owner shall do nothing to impair the structural integrity of the Buildings or the sound proofing of common walls between the Units, and provided further that the Common Elements and facilities be restored to their former condition by the Unit Owner at the Unit Owner's sole expense upon completion or termination of such use. Easements are hereby granted and declared for the benefit of the Association (hereinafter described) for the installation, maintenance and repair of common utility services in and on any part of the Units.

The following portion of the Common Elements shall be considered "Limited Common Elements": the front stoops, rescue platform, patios, porches, decks, driveway aprons, and sidewalks used by a specific Unit. Each Unit Owner shall be entitled to the exclusive use of such Limited Common Elements.

There shall be no television satellite dish of any type placed upon any of the Common Elements or Limited Common Elements without complying with this paragraph. The Unit Owner shall place the satellite dish in such a location as to minimize its obstruction and offensiveness to other Unit Owners, either by location or by use of screening appropriate to the design, decoration and landscaping of the Condominium. The installation shall not affect the structural soundness or integrity of any Building. The Unit Owner shall bear all costs associated with the installation of the satellite dish and with concealing the satellite dish from public view, including, but not limited to, the installation of shrubbery, partition wall or other such costs associated with the concealment of the satellite dish. Satellite dishes shall not exceed one (1) meter in diameter. The intention of this paragraph is to harmonize aesthetics with the Unit Owner's right to receive satellite signals to the extent possible. Any disputes under this paragraph shall be resolved by binding arbitration.

Disc.

Gary
414 915 8898

IV. USE OF UNITS AND COMMON ELEMENTS

The Units shall be occupied and used only for private single family residential dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within said Units. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion, but after a Unit has been conveyed by Declarant to an Owner, it may not thereafter be leased except with the express written consent of the Association, and upon such terms and conditions as the Association may, from time to time, determine. If an Owner intends to leave a Unit for a period of more than one (1) month, such Owner shall prior thereto notify the Association of the forwarding address and telephone number where the Owner can be reached.

No trade or business may be carried on in the Common Elements. There shall be no obstruction of or parking in the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association, except as specifically provided herein. Nothing shall be altered or constructed in, or removed from, the Common Elements except upon the prior written consent of the Association. No garbage or rubbish containers shall be placed or kept in the Common Elements other than those areas designated by the Association. An Owner shall not paint, decorate, or alter the appearance of the Common Elements without the consent of the Association. Subject to the rights of the Declarant under Article IX, no Owner may erect, post or display posters, signs or advertising material on or in the Common Elements or on or in any Unit.

Nothing shall be done or kept in any Unit or in the Common Elements, or any part thereof, which would increase the rate of insurance on the Condominium, or any part thereof, over what the Association, but for such activity, would pay. Nothing shall be done or kept in any Unit or in the Common Elements, or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Elements, or any part thereof, shall be permitted by any Owner or guests or tenants of the Unit Owner or other occupants of the Unit, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by, or at the direction of, that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements which may cause an annoyance or nuisance (including the use of stereos, musical instruments, televisions or radios at such time or in such volumes of sound as to be objectionable) to any other occupants of the Buildings.

No reptiles or uncaged birds shall be permitted within the Condominium. Unit Owners may keep no more than two (2) pets per Unit; provided, however, that:

(i) The pet is under twenty-six (26) inches in height when measured from the base of its fore-paw to the top of the correspondence shoulder;

(ii) The pet is not permitted on any of the Common Elements while unattended or unleashed;

(iii) The individual attending the pet immediately disposes of any and all of the pet's solid waste in the manner prescribed by the Association;

(iv) The owner of the pet complies with such rules of pet ownership as may be promulgated by the Association;

(v) A pet must immediately and permanently be removed from the Condominium if, in the sole judgment of the Board, the pet is or becomes offensive, a nuisance or harmful in any way to the Condominium or those owning or occupying therein, or otherwise violates the terms of this subparagraph; and

(vi) Any and all costs of repairing damage caused by a pet shall be borne by its owner. Any Unit Owner failing to comply with this Section shall, absent unusual circumstances under which the Board determines that some lesser or other remedial action is appropriate, be assessed a monthly pet fee in an amount of Five Hundred Dollars ($500.00) per month, or part thereof, until the owner has complied. Such pet fee may be collected in the same manner as assessments.

V. MAINTENANCE, REPAIRS AND REPLACEMENTS:

The Association, subject to the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Elements and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. All such maintenance, repairs, and replacements to the Common Elements and facilities, whether located inside or outside of the Units, shall be made by the Association and charged to the Unit Owners as provided herein. The Association may enter any Unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of improvements or systems for which the Association is responsible. Such entry shall be made with prior notice to the Owners and with as little inconvenience to the Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense.

The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Common Elements, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the

operation of the Common Elements or the enforcement of this Declaration. The Association may arrange with others to furnish snowplowing, landscaping, trash collection and other common services to each Unit.

The Association may make reasonable rules and regulations governing the use of the Units and of the Common Elements, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

A Unit Owner shall be responsible for all maintenance, repairs and replacement of: (a) interior surfaces of a Unit together with utilities lines, mechanical equipment and fixtures which serve that Unit; (b) such fixtures and equipment which are located within that Unit; and (c) glass surfaces, screens, doors, windows, door and window hardware appurtenant to the Unit. The expense of such maintenance, repairs and replacement shall be borne solely by such Owner. A Unit Owner shall keep the Limited Common Elements appurtenant to such Unit, in a good, clean, sanitary and attractive condition. A Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors and doors forming or within the boundaries of a Unit and, subject to the approval of the Association, erect partition walls of a non-structural nature, provided that such Unit Owner shall take no action which in any way will materially change any common walls.

An Owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to a Unit, or in or to the exterior of the Buildings or any Common Element. A Unit Owner shall not perform, or allow to be performed, any act or work which will impair the structural soundness or integrity of the Buildings, impair the safety of the Condominium or its occupants, or impair any easement without the prior written consent of the Association. Units may not be subdivided. Balconies and patios may not be enclosed.

In the event that any maintenance, repairs or replacement of a Common Element is required as a result of the willful or negligent act of an Owner or invitee, the costs shall be added to and become a part of the assessment for such Owner's Unit.

VI. ASSOCIATION MEMBERSHIP

Every Unit Owner shall be entitled and required to be a member ("Member") of "Mayberry Hill Condominium Association, Inc.," a nonstock corporation formed under Chapter 181 of the Wisconsin Statutes ("Association"). If title to a Unit is held by more than one person, each such person shall be a Member. An Owner of more than one Unit shall be entitled to one membership for each such Unit owned by such person. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No person or entity other than a Unit Owner or Declarant may be a Member, and membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a mortgagee as

security for a loan secured by a mortgage on a Unit. The percentage interest for each Unit identified above shall also serve as the basis in determining the voting interest of each Unit on matters for determination by Members and as to other matters described in the Act. Voting rights appurtenant to a Unit shall be exercised as provided in the By-Laws of the Association.

VII. ASSESSMENTS

Each Owner (excluding the Declarant which shall be obligated to pay for common expenses in accordance with the provisions set forth below), hereby covenants and agrees with each other Owner and with the Association to pay annual assessments, special assessments for capital improvements and for other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

Declarant shall not be responsible for any dues, maintenance fees, common expenses or assessments of any kind with respect to unfinished Units, unsold Units, or any vacant land within the Property. However, Declarant shall pay the difference between the actual aggregate common expenses incurred by the Association, and the actual aggregate amount of assessments collected from Unit Owners other than Declarant from the date a permanent occupancy permit is issued for the first Unit until the date the last Unit is conveyed by Declarant. In no event shall Declarant's obligation for common expenses for an unfinished or unsold Unit exceed the amount that an Owner other than Declarant would have been obligated to pay in assessments on the Unit from the date a permanent occupancy permit was issued for such Unit. The Declarant shall not be responsible for paying for any expenses after the date of conveyance of the last Unit by the Declarant.

The Board of Directors of the Association ("Board") shall from time to time, and at least annually, prepare a budget and fix the annual assessment, which assessment shall be used exclusively to promote the recreation, health, safety and welfare of the Members, for the improvement and maintenance of the Common Elements and such emergency repairs as the Association may deem necessary. In addition to the annual assessments, the Board may levy, in any assessment year, a special assessment applicable to that year only for the purposes determined by the Board; provided, however, that any such special assessment shall have the assent of the Unit Owners having two-thirds (2/3) of the votes at a meeting duly called for this purpose.

The Board may also levy special assessments against a particular Unit Owner and Unit for: (a) costs and expenses (anticipated or incurred) for damage to the Common Elements caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit; (b) costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the By-Laws, or the rules or regulations of the Association; (c) costs and expenses (anticipated or incurred) for emergency repairs to a Unit; (d) liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit; (e) interest

due on general and special assessments; (f) forfeitures and other penalties levied by the Board for violations of the condominium documents by a Unit Owner or the tenants or guests of the Unit Owner or occupants of a Unit; (g) all other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration or the By-Laws of the Association.

The annual assessments provided for herein shall be payable in monthly installments and shall commence as to a Unit on the date of first conveyance of such Unit by the Declarant. The first annual assessment shall be adjusted according to the number of months then remaining in the calendar year. At the closing of the first sale by Declarant of each Unit, that portion of the annual assessment due and payable in the month in which the closing occurs shall be prorated. The Board shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. The due date shall be the 1st day of each month. If such assessments are not paid by the 10th day of each month, an additional $25.00 late fee will be assessed to such Unit. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the assessments on a specified Unit have been paid.

All sums assessed to any Unit pursuant to this Article, together with interest thereon, shall be secured by a lien on such Unit in favor of the Association as provided in the Act.

VIII. INSURANCE

The Association, for the benefit of all Unit Owners, shall insure the Common Elements and the Buildings against loss or damage by fire and such other hazards as the Association may deem desirable, for the full replacement value of the Common Elements and the Buildings and a liability policy covering all claims commonly insured against, without prejudice to the right of a Unit Owner to also insure the Unit Owner's Unit for the Unit Owner's own benefit. The premiums for such insurance shall be deemed common expenses. Such insurance coverage shall be written in the name of, losses thereunder shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association as trustee for the Unit Owners. The Association may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent, or depository on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine, consistent with the provisions of this Declaration. The fees of such corporate trustee shall be common expenses. The Association shall not be obligated to acquire casualty, property or liability insurance coverage or other insurance protection for a Unit Owner's individual Unit.

The proceeds of such insurance shall first be disbursed by the Association or by the trustee on behalf of the Association for the repair or restoration of the damaged Common Elements, and the Unit Owners and mortgagees shall not be entitled to receive payment of any

portion of the insurance proceed unless the Association has determined not to rebuild, or the court has ordered partition of the Condominium, or there is a surplus of insurance proceeds after the Common Elements have been completely repaired or restored.

In the event of a partial or total destruction of the Common Elements, such Common Elements shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built. All costs of the repair or reconstruction in excess of available insurance proceeds shall be a common expense.

In the event of damage to an extent more than the available insurance, this Condominium shall be subject to an action for partition, upon obtaining the written consent of the Unit Owners having no less than seventy-five percent (75%) of the votes. In the event of partition, the net proceeds of sale, together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their percentage interests in the Common Elements.

The Association may maintain, as a common expense, any other insurance coverage or additional protection which the Board may deem necessary or advisable.

IX. DECLARANT'S RIGHTS

Until such time as the Declarant has sold all of the Units, the Declarant shall have the right to use any unsold Units and the Common Elements as may be necessary to expedite the sale of Units, including, but not limited to, the maintaining of a sales office, the holding of open houses and the erecting of signs.

X. NOTICES

All notices and other documents required to be given by this Declaration or by the By-Laws of the Association, shall be sufficient if given to any Owner of a Unit regardless of the number of Owners who have an interest therein. Notices and other documents to be served upon Declarant or the Association shall be personally served on the registered agent specified for receipt of process or mailed by certified mail, return receipt requested to such registered agent. All Owners shall provide the Secretary or the Association with the address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged the Secretary's duty with respect to giving of such notice by mailing it or having it delivered personally to the last such address on file. If a Unit Owner fails to provide such address, the Secretary shall be deemed to have given sufficient notice by mailing it or having it delivered to the Unit.

XI. GENERAL PROVISIONS

This Declaration may be assigned by the Declarant in accordance with the Act. If any provision of this Declaration, or the application thereof, shall be held invalid or unenforceable, then the remainder of this Declaration shall not be affected thereby and shall be valid, and be enforced to the fullest extent.

The failure of the Association to insist, in any one instance, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment of such term, covenant, condition or restriction in the future, and such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed on behalf of the Association.

This Declaration may be terminated only by the unanimous consent of all of the Owners of all Units and all of the parties holding mortgages on any Units, in which event the termination of the Declaration shall be by such plan as may be then adopted by said Owners and parties holding mortgages. The instruments necessary for such termination shall be recorded in Waukesha County, Wisconsin.

Except as hereinafter limited, this Declaration may be amended by an instrument signed by the Declarant alone at any time prior to the sale of Units having twenty-five percent (25%) of the percentage interest in the Common Elements and thereafter signed by Unit Owners having not less than seventy-five percent (75%) of the percentage interest in the Common Elements. A Unit Owner's consent to an amendment is not effective unless it is approved by a mortgagee of the Unit, if any. No Amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein, in favor of any mortgagee or in favor of the Declarant without the consent of all such mortgagees or the Declarant, as the case may be. Any Amendment must be recorded in the office of the Register of Deeds for Waukesha County, Wisconsin.

The initial registered agent for service of process is Russell J. Maticek, Sr., 7940 North 81st Street, Milwaukee, WI 53223, as provided for in the Articles of Incorporation for the Association. The registered agent may change from time to time as and when a Change of Registered Agent is filed with the Department of Financial Institutions for the State of Wisconsin. Any change in the registered agent will not require an amendment to this Declaration.

[signature page to follow]

000678 MAR 15 05

IN WITNESS WHEREOF, the Declarant, MAYBERRY DEVELOPMENT, LLC, has executed this Declaration this 11th day of MARCH, 2005.

MAYBERRY DEVELOPMENT, LLC,
a Wisconsin limited liability company

By: _____
Russell J. Maticek, Sr., Member

AUTHENTICATION

Signature of Russell J. Maticek, Sr.
Authenticated this 11th day of MARCH, 2005.

_____
Bradley I. Dallet
Title: Member State Bar of Wisconsin

DRAFTED BY: BRADLEY I. DALLET

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 1 of Certified Survey Map No. 9767, being a part of the Southwest ¼ of the Southeast ¼ of Section 5 and part of the Northwest ¼ of the Northeast ¼ of Section 8, Town 7 North, Range 19 East, in the Village of Pewaukee, Waukesha County, Wisconsin. Containing 156,834 sq. ft. or 3.6004 acres.

000680 MAR 15 PM

EXHIBIT "B" SHEETS 1-10

CONDOMINIUM PLAT AND FLOOR PLANS

See attached

00681 MAR 15 50

MAYBERRY HILL CONDOMINIUM

SITUATED ON QUINLAN DRIVE, IN THE VILLAGE OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

LOT 1 OF CERTIFIED SURVEY MAP NO. 9787, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8 AND PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWN 7 NORTH, RANGE 18 EAST, IN THE VILLAGE OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN. CONTAINING 166,834 SQ. FT. OR 3.8004 ACRES

NOTES:

FLOOR PLANS AND PROPOSED SITE IMPROVEMENTS PROVIDED BY TDI & ASSOCIATES AND DO NOT REPRESENT AS-BUILT CONDITIONS.

- DENOTES LIMITED COMMON ELEMENTS AND INCLUDES PATIOS, DECKS, FRONT STOOPS, SIDEWALKS AND DRIVEWAYS. ALL SIZES AND LOCATIONS OF LIMITED COMMON ELEMENTS ARE SUBJECT TO CHANGE. REFER TO THE DECLARATION OF CONDOMINIUM FOR A COMPLETE LIST OF LIMITED COMMON ELEMENTS.

ALL AREAS OF THE CONDOMINIUM THAT ARE NOT IDENTIFIED AS LIMITED COMMON ELEMENTS OR UNITS, ARE COMMON ELEMENTS.

I, JOHN P. CASUCCI, RLS, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATIONS OF EXISTING BUILDINGS AND IMPROVEMENTS AND PROPOSED BUILDINGS AND IMPROVEMENTS UPON THE SAID PROPERTY. THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF MAYBERRY HILL CONDOMINIUM AND THE IDENTIFICATION AND LOCATION OF EACH UNIT, AND TO THE EXTENT FEASIBLE, THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE FLOOR PLANS SHOW THE APPROXIMATE DIMENSIONS, FLOOR AREAS AND LOCATION OF EACH UNIT.

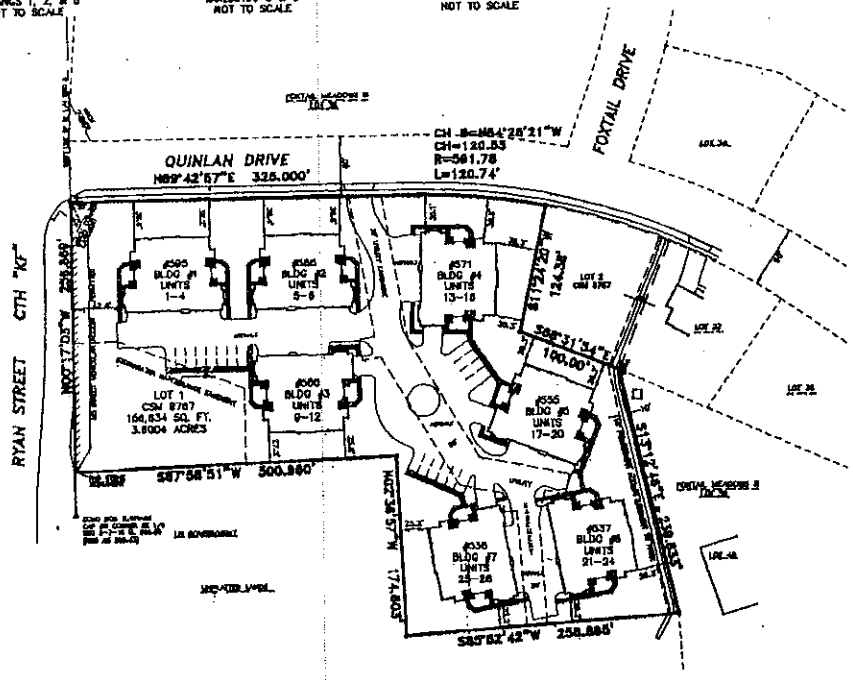
JOHN P. CASUCCI, RLS, S-2065 — DATE: March 1, 2005

WISCONSIN JOHN P. CASUCCI S-2065 DUNDEE, IL LAND SURVEYOR

TYPICAL BUILDING DETAIL BUILDINGS 1, 2, & 6 NOT TO SCALE

TYPICAL BUILDING DETAIL BUILDINGS 3 & 5 NOT TO SCALE

TYPICAL BUILDING DETAIL BUILDINGS 4 & 7 NOT TO SCALE



N

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 80 ft.
o = 1" IRON PIPE

National Survey & Engineering
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.nsve.com

SHEET 1 OF 10

MAYBERRY HILL CONDOMINIUM

SITUATED ON QUINLAN DRIVE, IN THE VILLAGE OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

LOT 1 OF CERTIFIED SURVEY MAP NO. 8767, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5 AND PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWN 7 NORTH, RANGE 19 EAST, IN THE VILLAGE OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN. CONTAINING 156,834 SQ. FT. OR 3.6004 ACRES

BUILDING NUMBER	UNIT NUMBER	ADDRESS	LOCATION	APPROXIMATE UNIT AREA (SQ. FT.)
1	1	595A GRANDVIEW COURT	FIRST FLOOR – RIGHT	1525
	2	595B GRANDVIEW COURT	SECOND FLOOR – RIGHT	2000
	3	595C GRANDVIEW COURT	SECOND FLOOR – LEFT	2000
	4	595D GRANDVIEW COURT	FIRST FLOOR – LEFT	1525
2	5	585A GRANDVIEW COURT	FIRST FLOOR – RIGHT	1525
	6	585B GRANDVIEW COURT	SECOND FLOOR – RIGHT	2000
	7	585C GRANDVIEW COURT	SECOND FLOOR – LEFT	2000
	8	585D GRANDVIEW COURT	FIRST FLOOR – LEFT	1525
3	9	586A GRANDVIEW COURT	FIRST FLOOR – LEFT	1525
	10	586B GRANDVIEW COURT	SECOND FLOOR – LEFT	2000
	11	586C GRANDVIEW COURT	SECOND FLOOR – RIGHT	2000
	12	586D GRANDVIEW COURT	FIRST FLOOR – RIGHT	1525
4	13	571A GRANDVIEW COURT	FIRST FLOOR – RIGHT	1525
	14	571B GRANDVIEW COURT	SECOND FLOOR – RIGHT	2000
	15	571C GRANDVIEW COURT	SECOND FLOOR – LEFT	2000
	16	571D GRANDVIEW COURT	FIRST FLOOR – LEFT	1525
5	17	555A GRANDVIEW COURT	FIRST FLOOR – LEFT	1525
	18	555B GRANDVIEW COURT	SECOND FLOOR – LEFT	2000
	19	555C GRANDVIEW COURT	SECOND FLOOR – RIGHT	2000
	20	555D GRANDVIEW COURT	FIRST FLOOR – RIGHT	1525
6	21	537A GRANDVIEW COURT	FIRST FLOOR – RIGHT	1525
	22	537B GRANDVIEW COURT	SECOND FLOOR –RIGHT	2000
	23	537C GRANDVIEW COURT	SECOND FLOOR – LEFT	2000
	24	537D GRANDVIEW COURT	FIRST FLOOR – LEFT	1525
7	25	538A GRANDVIEW COURT	FIRST FLOOR – RIGHT	1525
	26	538B GRANDVIEW COURT	SECOND FLOOR – RIGHT	2000
	27	538C GRANDVIEW COURT	SECOND FLOOR – LEFT	2000
	28	538D GRANDVIEW COURT	FIRST FLOOR – LEFT	1525

00682 MAR 15 98

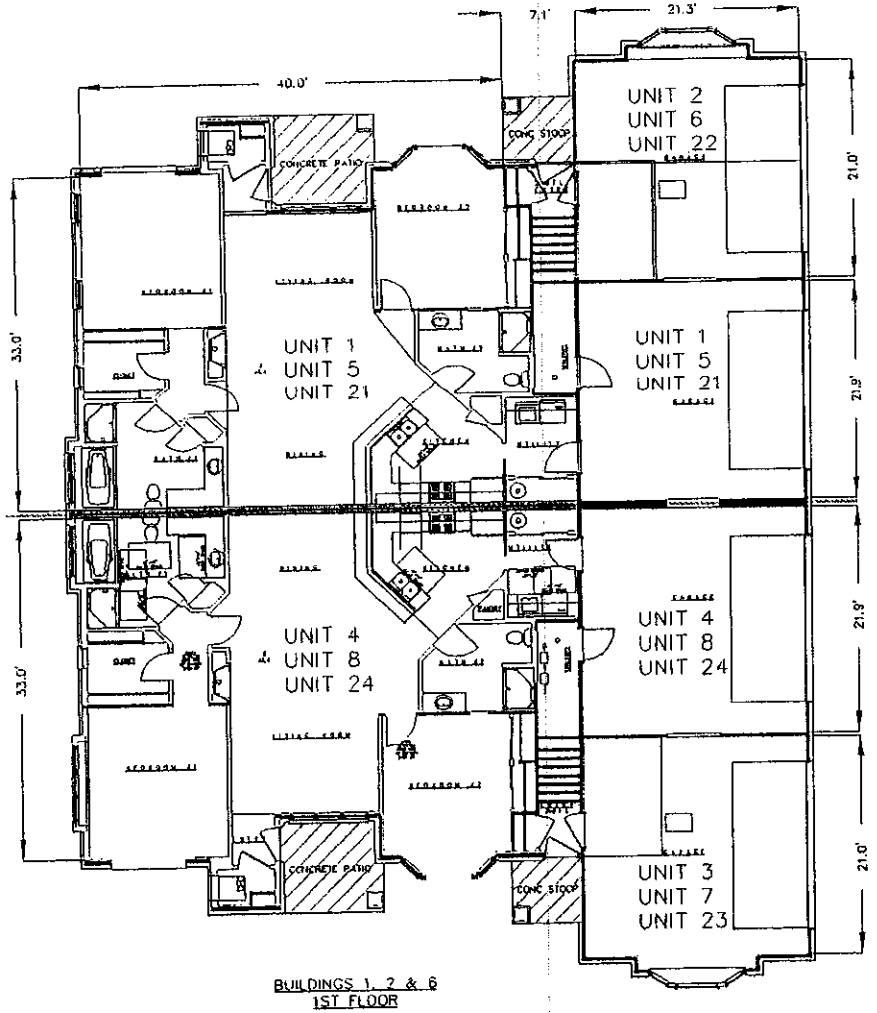
National Survey & Engineering
A Division of R.A. Smith & Associates, Inc.
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.nsenc.com

MAYBERRY HILL CONDOMINIUM

SITUATED ON QUINLAN DRIVE, IN THE VILLAGE OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

LOT 1 OF CERTIFIED SURVEY MAP NO. 9767, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5 AND PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWN 7 NORTH, RANGE 19 EAST, IN THE VILLAGE OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN. CONTAINING 156,834 SQ. FT. OR 3.6004 ACRES

0006583 MAR 15 10



BUILDINGS 1, 2 & 6
1ST FLOOR

NOTES :

FLOOR PLANS & PROPOSED SITE IMPROVEMENTS PROVIDED BY TDI & ASSOCIATES AND DO NOT REPRESENT AS-BUILT CONDITIONS.

– DENOTES LIMITED COMMON ELEMENTS AND INCLUDES PATIOS, DECKS, FRONT STOOPS, SIDEWALKS AND DRIVEWAYS. ALL SIZES AND LOCATIONS OF LIMITED COMMON ELEMENTS ARE SUBJECT TO CHANGE. REFER TO THE DECLARATION OF CONDOMINIUM FOR A COMPLETE LIST OF LIMITED COMMON ELEMENTS.

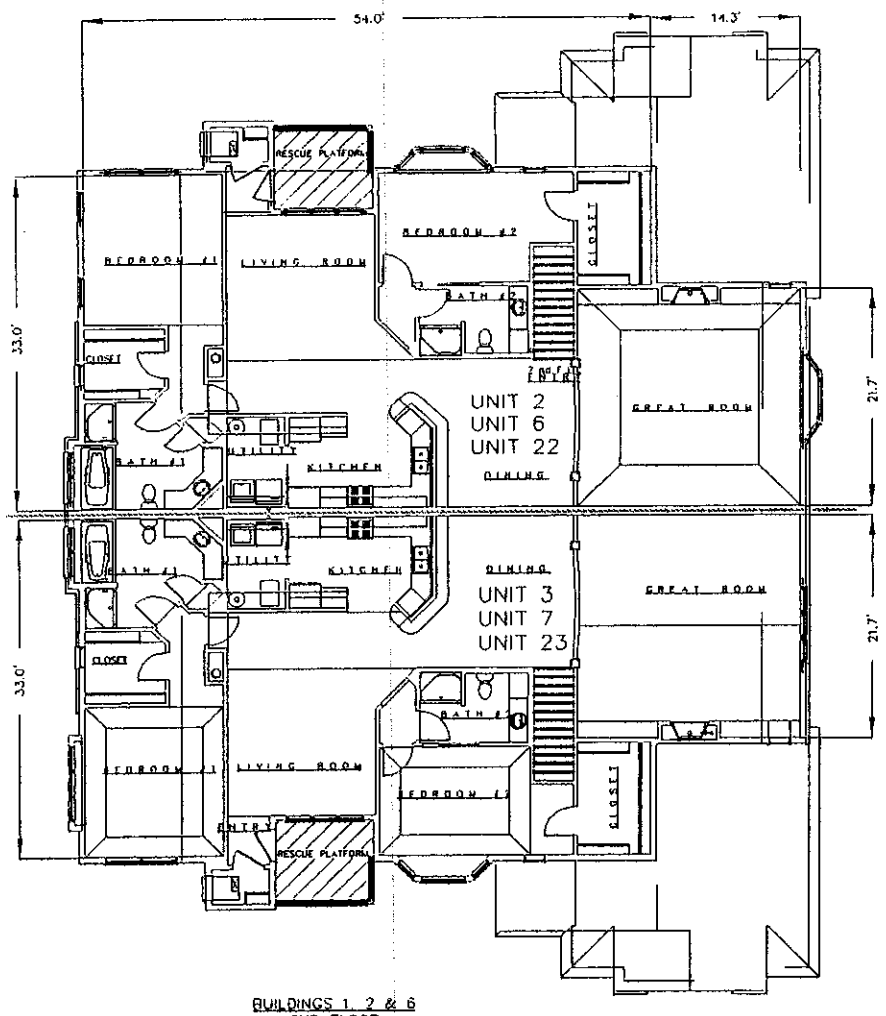
GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 10 ft.

National Survey & Engineering
262-781-1000
Fax 262-797-7373
167-15 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.nsec.com

MAYBERRY HILL CONDOMINIUM

SITUATED ON QUINLAN DRIVE, IN THE VILLAGE OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

LOT 1 OF CERTIFIED SURVEY MAP NO. 9787, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5 AND PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWN 7 NORTH, RANGE 19 EAST, IN THE VILLAGE OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN. CONTAINING 156,834 SQ. FT. OR 3.6004 ACRES



BUILDINGS 1, 2 & 6
2ND FLOOR

NOTES :

FLOOR PLANS & PROPOSED SITE IMPROVEMENTS PROVIDED BY TDI & ASSOCIATES AND DO NOT REPRESENT AS-BUILT CONDITIONS.

– DENOTES LIMITED COMMON ELEMENTS AND INCLUDES PATIOS, DECKS, FRONT STOOPS, SIDEWALKS AND DRIVEWAYS. ALL SIZES AND LOCATIONS OF LIMITED COMMON ELEMENTS ARE SUBJECT TO CHANGE. REFER TO THE DECLARATION OF CONDOMINIUM FOR A COMPLETE LIST OF LIMITED COMMON ELEMENTS.

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 10 ft.

National Survey & Engineering
A Division of R.A. Smith & Associates, Inc.
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.nsae.com

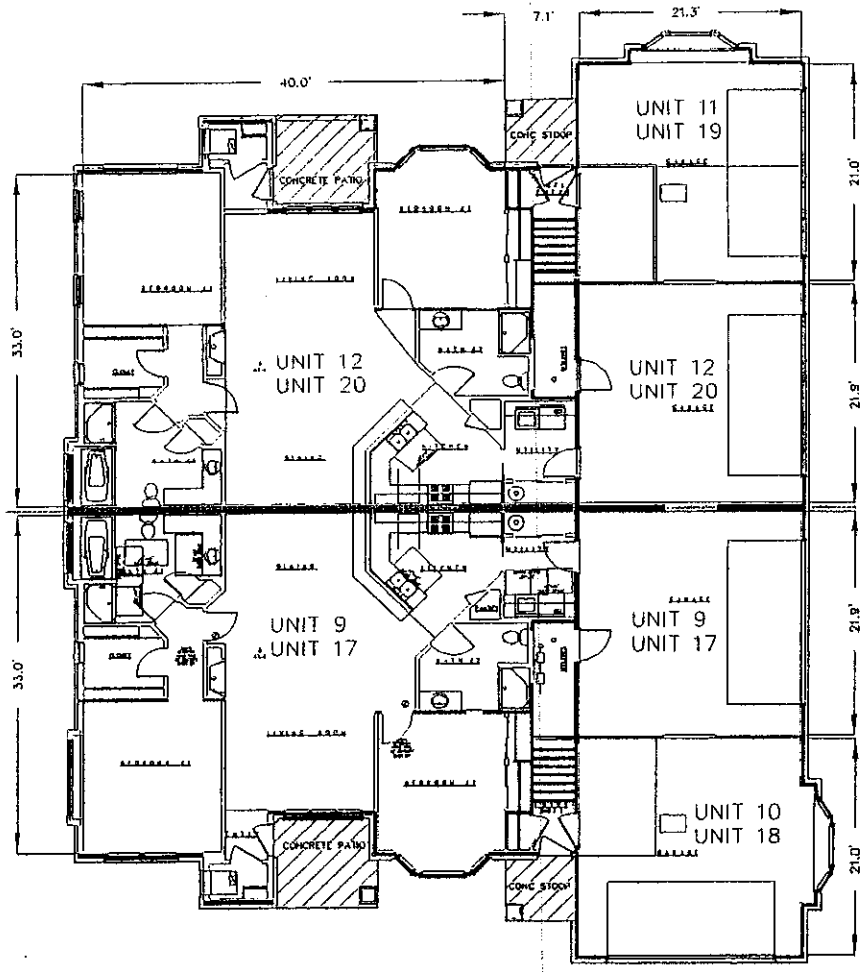
000684 MAR 15 5

000685 MAR 15 '95

MAYBERRY HILL CONDOMINIUM

SITUATED ON QUINLAN DRIVE, IN THE VILLAGE OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

LOT 1 OF CERTIFIED SURVEY MAP NO. 9767, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5 AND PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWN 7 NORTH, RANGE 19 EAST, IN THE VILLAGE OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN. CONTAINING 156,834 SQ. FT. OR 3.6004 ACRES



BUILDINGS 3 & 5
1ST FLOOR

NOTES :

FLOOR PLANS & PROPOSED SITE IMPROVEMENTS PROVIDED BY TDI & ASSOCIATES AND DO NOT REPRESENT AS-BUILT CONDITIONS.

– DENOTES LIMITED COMMON ELEMENTS AND INCLUDES PATIOS, DECKS, FRONT STOOPS, SIDEWALKS AND DRIVEWAYS. ALL SIZES AND LOCATIONS OF LIMITED COMMON ELEMENTS ARE SUBJECT TO CHANGE. REFER TO THE DECLARATION OF CONDOMINIUM FOR A COMPLETE LIST OF LIMITED COMMON ELEMENTS.

GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

National Survey & Engineering
A Division of R.A. Smith & Associates, Inc.
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
WWW.nsso.com

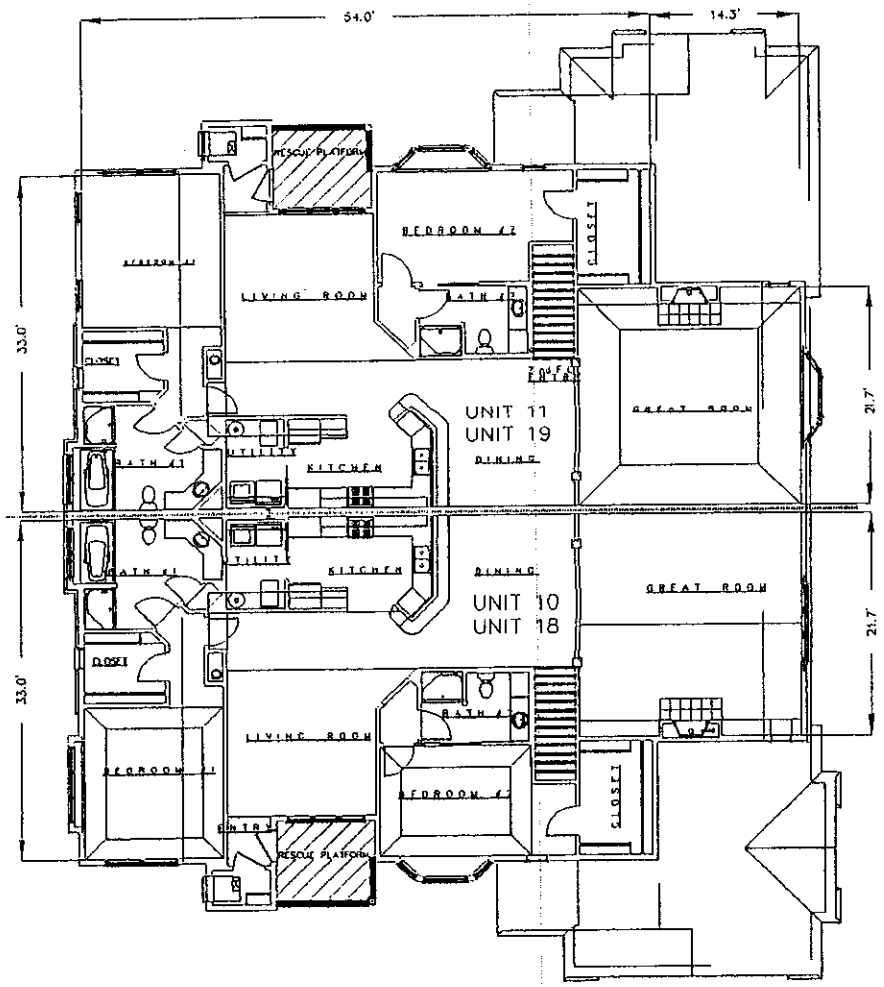
SHEET 5 OF 10

MAYBERRY HILL CONDOMINIUM

SITUATED ON QUINLAN DRIVE, IN THE VILLAGE OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

LOT 1 OF CERTIFIED SURVEY MAP NO. 8767, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5 AND PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWN 7 NORTH, RANGE 19 EAST, IN THE VILLAGE OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN. CONTAINING 156,834 SQ. FT. OR 3.6004 ACRES

0006865 MAR 15 98



BUILDINGS 3 & 5
2ND FLOOR

NOTES :

FLOOR PLANS & PROPOSED SITE IMPROVEMENTS PROVIDED BY TDI & ASSOCIATES AND DO NOT REPRESENT AS-BUILT CONDITIONS.

– DENOTES LIMITED COMMON ELEMENTS AND INCLUDES PATIOS, DECKS, FRONT STOOPS, SIDEWALKS AND DRIVEWAYS. ALL SIZES AND LOCATIONS OF LIMITED COMMON ELEMENTS ARE SUBJECT TO CHANGE. REFER TO THE DECLARATION OF CONDOMINIUM FOR A COMPLETE LIST OF LIMITED COMMON ELEMENTS.

GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)

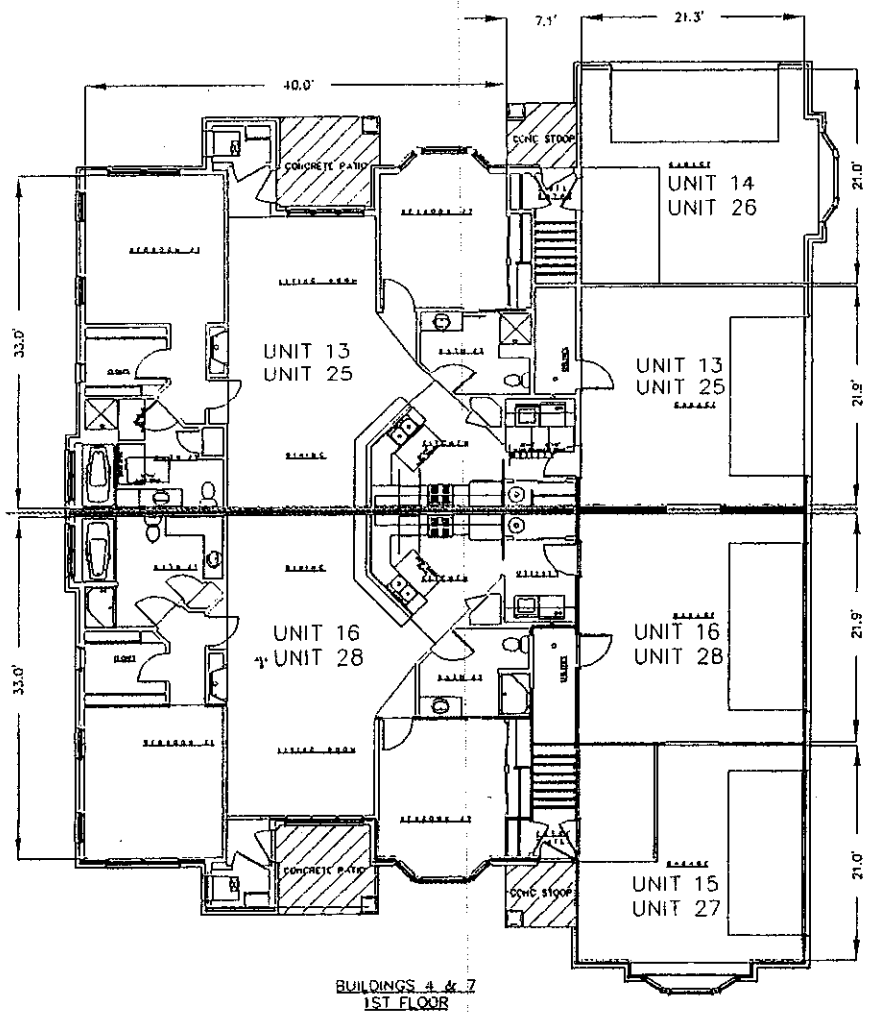
1 Inch = 10 ft.

National Survey & Engineering
A Division of R.A. Smith & Associates, Inc.
262-781-1000
Fax 262-797-7373
167-15 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.nsae.com

MAYBERRY HILL CONDOMINIUM

SITUATED ON QUINLAN DRIVE, IN THE VILLAGE OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

LOT 1 OF CERTIFIED SURVEY MAP NO. 9767, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5 AND PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWN 7 NORTH, RANGE 19 EAST, IN THE VILLAGE OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN. CONTAINING 156,834 SQ. FT. OR 3.6004 ACRES



BUILDINGS 4 & 7
1ST FLOOR

NOTES :

FLOOR PLANS & PROPOSED SITE IMPROVEMENTS PROVIDED BY TDI & ASSOCIATES AND DO NOT REPRESENT AS-BUILT CONDITIONS.

– DENOTES LIMITED COMMON ELEMENTS AND INCLUDES PATIOS, DECKS, FRONT STOOPS, SIDEWALKS AND DRIVEWAYS. ALL SIZES AND LOCATIONS OF LIMITED COMMON ELEMENTS ARE SUBJECT TO CHANGE. REFER TO THE DECLARATION OF CONDOMINIUM FOR A COMPLETE LIST OF LIMITED COMMON ELEMENTS.

GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 Inch = 10 ft.

National Survey & Engineering
A Division of R.A. Braun & Associates, Inc.
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.nsae.com

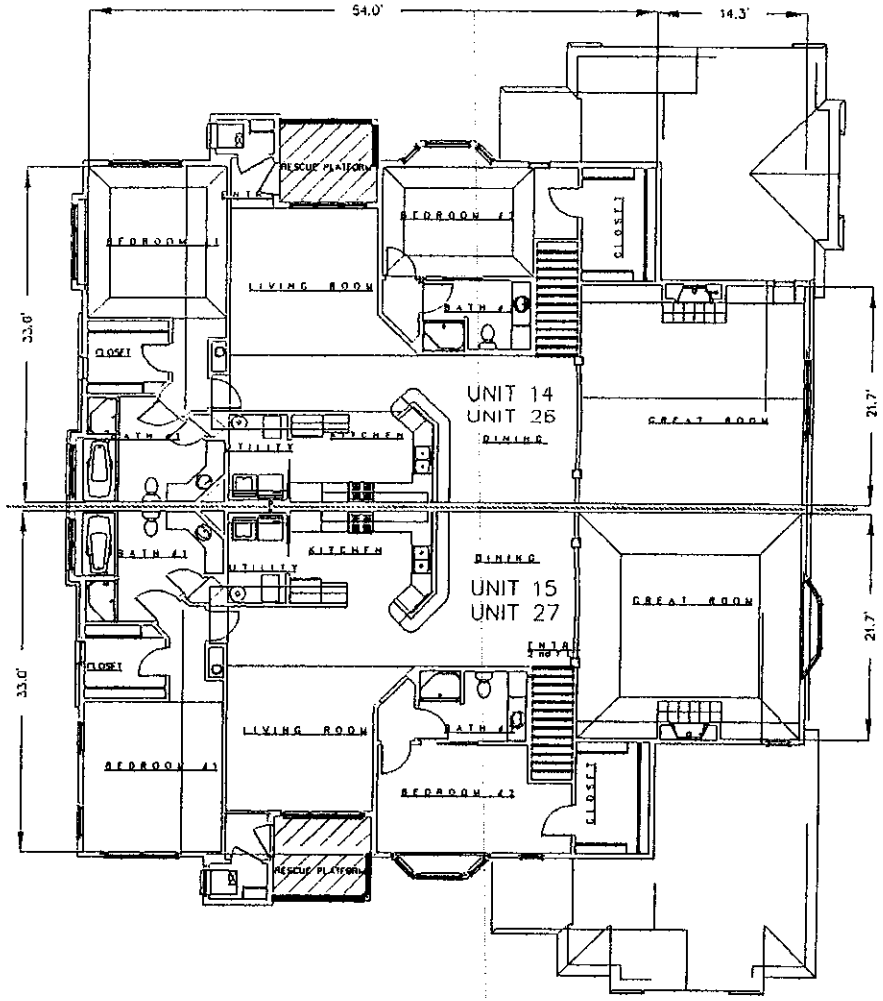
S:\5161:500\dwg\
CP100C06.dwg\CP107C10

000687 MAR 15 '88

MAYBERRY HILL CONDOMINIUM

SITUATED ON QUINLAN DRIVE, IN THE VILLAGE OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

LOT 1 OF CERTIFIED SURVEY MAP NO. 9767, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5 AND PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWN 7 NORTH, RANGE 19 EAST, IN THE VILLAGE OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN. CONTAINING 156,834 SQ. FT. OR 3.6004 ACRES



BUILDINGS 4 & 7
2ND FLOOR

NOTES :

FLOOR PLANS & PROPOSED SITE IMPROVEMENTS PROVIDED BY TDI & ASSOCIATES AND DO NOT REPRESENT AS-BUILT CONDITIONS.

– DENOTES LIMITED COMMON ELEMENTS AND INCLUDES PATIOS, DECKS, FRONT STOOPS, SIDEWALKS AND DRIVEWAYS. ALL SIZES AND LOCATIONS OF LIMITED COMMON ELEMENTS ARE SUBJECT TO CHANGE. REFER TO THE DECLARATION OF CONDOMINIUM FOR A COMPLETE LIST OF LIMITED COMMON ELEMENTS.

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 10 ft.

National Survey & Engineering
A Division of R.A. Smith & Associates, Inc.
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.nsae.com

SHEET 8 OF 10

000688 MAR 15 P

MAYBERRY HILL CONDOMINIUM

SITUATED ON QUINLAN DRIVE, IN THE VILLAGE OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

LOT 1 OF CERTIFIED SURVEY MAP NO. 9767, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5 AND PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWN 7 NORTH, RANGE 19 EAST, IN THE VILLAGE OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN. CONTAINING 156,834 SQ. FT. OR 3.6004 ACRES

0006689 MAR 15 89



FRONT ELEVATION

GARAGE ENTRANCE MAY VARY BETWEEN BUILDING



LEFT SIDE ELEVATION

National Survey & Engineering
A Division of R.A. Smith & Associates, Inc.
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.nsae.com

MAYBERRY HILL CONDOMINIUM

SITUATED ON QUINLAN DRIVE, IN THE VILLAGE OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

LOT 1 OF CERTIFIED SURVEY MAP NO. 9767, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5 AND PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWN 7 NORTH, RANGE 19 EAST, IN THE VILLAGE OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN. CONTAINING 156,834 SQ. FT. OR 3.6004 ACRES

000690 MAR 15 96



REAR ELEVATION

GARAGE ENTRANCE MAY VARY BETWEEN BUILDING



RIGHT SIDE ELEVATION

National Survey & Engineering
A Division of R.A. Smith & Associates, Inc.
262-781-1000
Fax 262-797-7373
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.nsec.com

000691 MAR 15 05

"EXHIBIT C"

CONSENT OF MORTGAGE HOLDER

The undersigned, Citizens Bank of Mukwonago, being the holder of a mortgage on the real estate being subjected to the condominium form of ownership hereunder, hereby consents to the terms and provisions of the above Declaration of Condominium Ownership of Mayberry Hill Condominium.

Dated as of the 4th day of March, 2005.

Citizens Bank of Mukwonago

By: _____
Dennis E. Winchell, Vice President

Subscribed and sworn to before me
this 4th day of March, 2005.

_____
Notary Public State of Wisconsin
My Commission Expires: 11/4/07

THOMAS J HAASE NOTARY PUBLIC STATE OF WISCONSIN

000667 MAR 15 05



DECLARATION OF CONDOMINIUM OWNERSHIP OF MAYBERRY HILL CONDOMINIUM

Title of Document

3257914

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

03-15-2005 1:12 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE:	52.00
REC. FEE-CO:	5.00
REC. FEE-ST:	2.00
TRAN. FEE:	
TRAN. FEE-STATE:	
PAGES:	25

Record this document with the Register of Deeds

Name and Return Address:
Whyte Hirschboeck Dudek S.C.
555 East Wells Street Suite 1900
Milwaukee, WI 53202-3819
Attn: Bradley I. Dallet

(Parcel Identification Number)

INFO-PRO (800)655-2021 www.infoproforms.com

000668 MAR 15 05

DECLARATION OF CONDOMINIUM OWNERSHIP OF MAYBERRY HILL CONDOMINIUM

Village of Pewaukee, Waukesha County, Wisconsin

TABLE OF CONTENTS

Article I	Statement of Declaration
Article II	Name and Description of the Condominium and Units
Article III	Common Elements and Limited Common Elements
Article IV	Use of Units and Common Elements
Article V	Maintenance, Repairs and Replacements
Article VI	Association Membership
Article VII	Assessments
Article VIII	Insurance
Article IX	Declarant's Rights
Article X	Notices
Article XI	General Provisions
Exhibit A	Legal Description
Exhibit B	Location of Buildings and Floor Plans
Exhibit C	Consent of Mortgage Holder