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DECLARATION OF CONDOMINIUM
CONDOMINIUM PLAT OF
Maywick Estates Townhomes Condominium

Document Number

This Declaration of Condominium is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703, Stats., (the "Act") this ~~28~~²⁹ day of August, 2005, relating to the Property located in Dane County, Wisconsin with a legal description of:

Lots 7 and 9, Maywick Estates, as recorded in Volume 58-045B of Plats, on Pages 243-244, as Document Number 3881503, Dane County Registry, Also Located in the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section 11, Township 07 North, Range 10 East, City of Madison.

Recording Area

Name and Return Address

Attorney James N. Graham

Graham Law Office

6401 Odana Road

Madison, WI 53719

0710-114-1807-9 and 0710-114-1809-5

Parcel Identification Number (PIN)

THIS INSTRUMENT WAS DRAFTED BY
Attorney James N. Graham SBN 1025042
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**CONDOMINIUM DECLARATION OF
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS FOR
Maywick Estates Townhomes Condominium**

This Declaration, effective on the date set forth below, is made by Gahawuebbbski, LLC referred to hereinafter as "Declarant," in accordance with the Condominium Ownership Act, Chapter 703 Stats., as amended (referred to herein as "the Act"). The described land and improvements are referred to herein as "the Property." The improvements constructed or to be constructed are referred to herein as "the Building." "Condominium Plat" means a plat of Maywick Estates Townhomes Condominium which shall be recorded contemporaneously with this Declaration, a copy of which is attached as **Exhibit 1**.

1. STATEMENT OF OWNERS INTENT. The purpose of this Declaration is to submit the Property to the condominium form of ownership in accordance with the Act and the terms of this Declaration.

2. DECLARATION. Declarant declares that it is the sole owner of the Property which is subjected to and shall henceforth be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected consistent with the condominium form of use and ownership in accordance with the Act and the terms of this Declaration. The provisions of this Declaration run with the land and constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties having any interest in the Property.

3. RESIDENT AGENT AND NOTICES. The initial agent for service of process, for the Condominium in general, and for the Unit Owners' Association formed or to be formed shall be Mr. Gerald L. Wuebben c/o Encore Construction, Inc. whose address is 2923 Marketplace Drive, Suite 204, Madison, WI 53719. The Unit Owner's Association may, at any time, designate a successor agent by majority resolution of the Unit Owners, and the successor agent's name and address shall be filed with the Wisconsin Department of Financial Institutions.

a. Association. Notices to the Unit Owner's Association shall be made in writing to the Resident Agent.

b. Unit Owners. All notices required to be sent to a Unit or to a Unit Owner shall be in writing, personally delivered or sent by first class mail to the Unit Owner's address. Said address shall be the address of the Unit unless said Unit Owner has provided to the Association, in writing, another address for delivery of notices. All time periods with respect to notice shall commence on the date notice is personally delivered or mailed. It is acknowledged by all Unit Owners that personal service or mail service shall constitute sufficient notice for the purposes of this Declaration.

c. Notices to Mortgagees. Any first mortgagee of a Unit, upon written request to the Association, shall be entitled to notice of any default not cured within sixty

(60) days in the performance by an individual Unit any obligation under the Condominium Declaration, By-Laws, Rules, or related documents.

4. **DESCRIPTION, NAME, ADDRESS, RESTRICTIONS.**

- a. **Description.** Lots 7 and 9, Maywick Estates, in the City of Madison, Dane County, Wisconsin.
- b. **Name.** Maywick Estates Townhomes Condominium.
- c. **Postal Address and Unit Numbers.** Provisional addresses and unit numbers are Unit 6418, Unit 6420, Unit 6422, Unit 6424, Unit 6426, Unit 6428, Unit 6430 and Unit 6432 Maywick Drive, Madison, Wisconsin.
- d. **Covenants, Conditions, Restrictions, and Easements.** The Property shall be, on the date that this Declaration is recorded, subject to:
 - i. General Taxes not yet due and payable;
 - ii. Easements, covenants and restrictions of record;
 - iii. Municipal zoning and building ordinances;
 - iv. All other laws and regulations applicable to the Property.
 - v. Chapter 703 of the Wisconsin Statutes

5. **DESCRIPTION OF BUILDING(S).** Located on the land described above, there are (or will be constructed) two buildings of wood frame construction, each of which contains 4 units for a total of 8 units. A site plan of the land showing the location of the building and a diagrammatic floor plan showing the approximate dimensions and floor area of each Unit is contained in the attached Condominium Plat.

6. **DESCRIPTION OF UNITS.** A "Unit" is defined as that part of the condominium intended for the exclusive use of that Unit's Owner (including occupants authorized by the Unit's Owner). Each Unit, as designated on the Condominium Plat, includes one or more adjacent or non-adjacent cubicles of interior space including the perpetual right of ingress and egress.

a. **Boundaries.** The boundaries of each Unit are as follows:

- i. **Upper** – The upper boundary is the horizontal plane of the lower face of the joists supporting the ceiling of the highest story of the cubicle (i.e. Including the ceiling material of each Unit).
- ii. **Lower** – The lower boundary is the upper surface of the unfinished basement floor.
- iii. **Side** – The side boundaries are the exterior vertical planes of the unfinished wall surface of each Unit (i.e. Including the drywall panels), and shall include all windows, doors, and window and door frames and accessories for the Unit.
- iv. **Garage** – Each Unit's cubicle of space includes attached garage space, if any, as identified on the Condominium Plat

b. **Included in Unit.** The following items are included as part of the Unit:

- i. All doors, windows, their interior casements, and all of their opening, closing and locking mechanisms and hardware;
- ii. All floor, baseboard, wall and ceiling mounted electrical fixtures, switches and outlets; junction boxes serving them; wiring connecting them;

- iii. All plumbing and natural gas fixtures and piping, valves, and other controlling or connecting materials lying between such fixtures and the perimeter of the Building;
 - iv. All telephone and cable and telephone and cable outlets , if any, to the Unit and the junction box serving it;
 - v. The air conditioner(s), if any, including the ducting and controls serving the Unit;
 - vi. The furnace including the ducting and controls serving the Unit;
 - vii. The hot water heater and all appurtenant plumbing and controls serving the Unit;
 - viii. The water softener, if any, and all appurtenant plumbing and controls serving the Unit;
 - ix. The stairways and stairwells located within the Unit;
 - x. The fireplace, if any, located within the Unit;
 - xi. The garage doors on the attached garage space, if any, included within the Unit.
- c. **Excluded from the Unit.** Specifically not included as part of the Unit are those structural components of the Building and any portions of the mechanical systems of the building, not expressly referenced above, which lie within the cubicle(s) of air comprising the Unit.
- d. **Identification.** Units shall be identified by the building, street address, or location as specified by the Condominium Plat.

7. COMMON ELEMENTS.

- a. **Definition.** The "Common Elements," include but are not limited to the following:
- i. The land upon which each Unit is located and all land described in Exhibit 1;
 - ii. The foundation, columns, girders, beams, rafters, supports, exterior walls, load bearing interior walls, walls common to both units, roofs, gutters, drain spouts, and all exterior surfaces of the Building;
 - iii. All utility components not expressly designated either as part of a Unit or as a Limited Common Element including any portion of the sewer, water, gas or electric lines which serve more than one Unit;
 - iv. All tangible personal property and fixtures used in the operation, maintenance and management of the Condominium;
 - v. The driveway;
 - vi. All other parts of the property necessary or convenient to the existence, maintenance or safe common use of the Condominium as a whole.
- b. **Ownership.** There shall be appurtenant to the Units an undivided interest in the Common Elements in the amount of 1 divided by the total number of Units (1/8 or 12.5% for each of the original 8 Units). This interest may not be separated from the Unit to which it appertains and shall be permanent in nature. Any deed, mortgage, lease, or other document purporting to effect a conveyance of a Unit which does not expressly include the Unit Owner's interest shall be deemed to include the Unit Owner's interest. Modification of the percentage interest may

only be in writing, by unanimous consent of all Unit Owners and their mortgagees, and must be recorded with the Dane County Register of Deeds.

- c. **Limited Common Elements.** "Limited Common Elements" shall mean those Common Elements identified in this Declaration and on the Condominium Plat. Limited Common Elements are reserved for the exclusive use and possession by the Unit Owner (including any assigns, successors, agents, employees, lessees, sublessees, mortgagees, or licensees), of the Unit to which each Limited Common Element is affixed, attached, leading to, or associated with. The Limited Common Elements include but are not limited to the steps and stoops attached to or leading to a particular Unit, the patio, balcony, or deck, if any, and that part of land surrounding and contiguous to the individual Unit identified on the Condominium Plat as Limited Common Element, if any.

8. RESTRICTIONS ON USE.

- a. **Residential Use.** The Units, Limited Common Elements, and Common Elements shall be used for residential purposes only as permitted by the City of Madison zoning ordinances and are restricted to that use. Units may be leased to tenants ONLY if leases are permitted by the By-laws of the Unit Owners Association. Each Unit Owner (including any assigns, successors, agents, employees, lesses, sublessees, mortgagees, or licensees) may use the Unit, Common Elements and Limited Common Elements in accordance with the purpose for which they were intended as set forth in this Declaration, the By-Laws of the Association of Unit Owners and any Rules and Regulations adopted thereunder, and the Act. No use may unreasonably interfere with the use and enjoyment of the Common Elements or other Units by other Unit Owners.
- b. **Sign Restriction.** Except for Condominium Association identification signs, traffic control signs and building address signs, no signs, advertisement, notice or other lettering shall be exhibited on any portion of any Unit or on any other portion of the Condominium property, except the Declarant shall have the right to exhibit "For lease" or "For Sale" signs in their Unit or on their Limited Common Element. The Owners shall have the right to post election or campaign signs not to exceed four (4) square feet in size on their Unit or on their Limited Common Element no sooner than forty-five (45) days before an election and no later than five (5) days after an election, and Owners shall have the right to post the American Flag.
- c. **Animal Restriction.** Only animals as permitted in the Association Rules and Regulations shall be allowed in each Building and only if such animal(s) does (do) not unreasonably disturb the other residents. Owners of such animal(s) shall abide by all applicable ordinances and regulations and shall be responsible for any inconvenience or damage caused by such animal(s). All such animals must be housed in their respective Owner's Unit and may not be housed, kenneled, or in any way kept on the Common Elements or Limited Common Elements. Furthermore, the owner of any such animal shall be responsible for the prompt removal of his or her animal's excrement from the Common Elements or Limited Common Elements. No pet shall be permitted upon any part of the Common Elements except on a leash or accompanied by a Unit Owner or their tenants,

guests and invitees. No animal runs shall be permitted on the premises and feeding of wild animals shall not be permitted.

- d. **Hot Tubs and Pools.** The temporary or permanent placement of any hot tub, swimming pool or other aquatic leisure device upon any of the Common Elements is strictly prohibited. The Same are also strictly prohibited to be placed or located, temporarily or permanently, upon any Limited Common Elements appurtenant to any Unit, except the Association may, by rule adopted by its Board of Directors, permit hot tubs, swimming pools or similar devices for aquatic leisure upon patios; provided, however, that such rule affirmatively requires the Unit Owner to apply for a permit from the Association.
- e. **Satellite Dishes.** Satellite dishes and other antennae for the reception of electronic, radio or similar transmissions are strictly prohibited, except to the extent permitted by written rule adopted by the Association. The Association shall comply with the requirements of Wis. Stat. Section 847.10 as to satellite dishes, or any successor statute. At the execution of this Declaration, the cited statute provides, among other things, that the Association shall not unreasonably limit or prohibit satellite antenna with a diameter of two feet or less.
- f. **Enforcement.** This section 8 shall be binding upon the Declarant, all Unit Owners and the Association and shall be enforced in the remedies set forth in Section 27 hereof. Any and all attorneys' fees and other expenses incurred by the Association in the enforcement of this section shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit.

9. **UNIT OWNERS.** A "Unit Owner" shall mean a person, combination of persons, partnership, limited liability company or corporation who holds legal title to a Unit; provided, however, that in the event equitable ownership has been conveyed in the Unit by land contract or similar conveyance, "Unit Owner" shall mean the land contract purchaser. The Declarant shall be included in the definition of Unit Owner with regard to Units for which an occupancy permit has been issued by the City of Madison, plus all unbuilt Units or Units under construction.

10. **ASSOCIATION OF UNIT OWNERS.** "Association" shall mean the Maywick Estates Townhomes Condominium Association, Inc., a Wisconsin non-stock corporation. All Unit Owners shall be members of the Association and shall be subject to its Articles of Incorporation, By-laws and Administrative Rules and Regulations. By becoming members of the Association, Unit Owners automatically assign the management and control of the Common Elements to the Association. No Unit Owner, except in his or her capacity as a member of its Board of Directors, shall have any authority to act for the Association. Notwithstanding any express or implied powers given to the Unit Owners Association pursuant to its By-Laws as adopted, the Unit Owners Association shall not be entitled to do any of the following acts, except as provided by statute in cases of condemnation or substantial loss to the Units and/or Common Elements of the Condominium project, unless the first mortgagees of all Units and all Unit Owners shall have given their prior written approval:

- a. By act or omission, seek to abandon or terminate the condominium project;
- b. Change the pro rata interest or obligations of any individual condominium Unit for the purpose of:
 - i. Levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or,

- ii. Determining the pro rata share of ownership of each Condominium Unit in the Common Elements;
- c. Partition or subdivide any Condominium Unit;
- d. By act or omission, seek to abandon, partition, subdivide, or encumber the Common Elements.

11. UNIT OWNER VOTES. There shall be one (1) and only one (1) vote attributable to each Unit of the Condominium, subject however, to suspension as provided herein. If more than one person owns a Unit, the one (1) vote attributable to that Unit must be cast in accordance with the designation provided for in the By-Laws. There shall be no fractional vote. Each Unit Owner shall designate in writing one voting owner.

12. RULES AND REGULATIONS. The Unit Owners' Association may from time to time promulgate Administrative Rules and Regulations as are deemed reasonably necessary and desirable to carry out the purposes and intents of this Declaration, to promote the harmonious usage of the Common Elements and to cause each Unit Owner to be free from any unreasonable interference with the use of such Owner's Unit.

13. MAINTENANCE AND REPAIR OF UNITS AND LIMITED COMMON ELEMENTS. Each Unit Owner shall be responsible for the maintenance, repair and appearance of that Unit Owner's Unit and Limited Common Elements. Each Unit and its Limited Common Elements shall be maintained in good condition, appearance and repair at all times.

14. MAINTENANCE AND REPAIR OF COMMON ELEMENTS. The Unit Owners' Association shall be responsible for and shall have the authority to undertake the maintenance, repair and appearance of all Common Elements. This responsibility shall include, but not be limited to, the repair and maintenance of the exterior of the Building. The Unit Owners' Association shall have and retain the right of access to each Unit when reasonably necessary for the maintenance, repair or replacement of any Common Element or for purposes of emergency repairs.

15. SNOW AND ICE REMOVAL. Notwithstanding Section 13, the Association shall have specific responsibility for the removal of snow and ice from the driveway, walkway, stoop and steps which are Limited Common Elements appurtenant to each Unit. The Association may, by rule, establish appropriate standards as to when and under what circumstances it will pay and provide the expense of snow and ice removal for the aforesaid portions of the Limited Common Elements, as a common expense. The Association is also responsible to remove snow and ice from the traveled portions of private driveway used in common by all Units and may by rule establish separate and different standards for such purpose.

16. LAWN WATERING. Unless the Association affirmatively accepts, by written rule duly adopted by the Association, responsibility for the watering of all Common Element lawns and landscaping, each Unit Owner shall be responsible to water the Common Element lawn and landscaping adjacent to and around each Unit, at sole expense of such Unit Owner. If a Unit Owner shall fail to properly water the lawn adjacent to and around a Unit, then such Unit Owner shall be responsible to pay and reimburse the Association for any expense reasonably and necessarily incurred by the Association to repair or replace areas of dead grass, shrubs or landscaping.

17. INSURANCE.

- a. **Common Area Property Insurance.** Subsequent to the sale by Declarant of the first Unit, the Association shall obtain, provide and maintain fire, casualty, and

extended coverage insurance on the Common Elements, including Limited Common Elements, and all portions thereof in the amount of the full insurable value (replacement value) of the insured property. Said insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective mortgagees as their interests may appear, and the premiums for said insurance shall be an equally divided common expense. The existence of or requirement to obtain insurance under this provision shall not affect the right of any Unit Owner to obtain additional insurance for that Unit Owner's benefit.

b. CGL and Fidelity Insurance. Subsequent to the sale by Declarant of the first Unit, the Association shall maintain the following insurance in such amounts as the Association shall deem suitable:

i. Comprehensive general liability insurance insuring the Association, its officers, directors, and the Unit Owners against all claims commonly arising out of the maintenance, repair, ownership or use of the Common Elements in such amounts as the Association shall deem suitable; provided, however, the minimum limits for bodily injury and property damage shall be One Million Dollars (\$1,000,000.00). This policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of the Association because of any wrongful acts or omissions of any Unit Owners;

ii. Fidelity and Errors and Omissions insurance insuring the Association against dishonest acts regarding the management of funds or wrongful acts or omissions by the Association officers and directors. The minimum limit for the fidelity insurance shall be one hundred fifty percent (150%) of the Association's annual operating expenses and reserves.

c. Administration. Any and all premiums associated with insurance purchased by the Association shall be common expenses. The Association shall act as the trustee for the purpose of obtaining insurance coverage and for the receipt, application, and disbursement of proceeds.

18. REPAIR OR RECONSTRUCTION. In the event of damage or destruction to all or part of the Common Elements of the Condominium, the Unit Owners' Association shall promptly undertake repairs or reconstruction to the same design, plan and specifications unless it is determined by the Unit Owners' Association not to repair or rebuild, in which case, the provisions of the Act shall apply.

In the event of partial or total destruction of the Building, if it is determined to repair or reconstruct the Building, the proceeds of the Unit Owners' Association insurance shall be paid to the Unit Owners' Association to be applied to said repair or reconstruction. Neither the Unit Owners, nor their mortgagees, shall be entitled to receive payment of any portion of such insurance proceeds unless and until the Unit Owners' Association has determined not to rebuild, or a court of competent jurisdiction has ordered the partition of Condominium property, or there is a surplus of insurance proceeds after complete restoration or repair of Common Elements and Limited Common Elements.

In the event insurance proceeds are insufficient to pay the estimated or actual costs of reconstruction, the shortage shall be considered a Common Expense, and the Association shall have the responsibility and the right to levy assessments against the Unit Owners as provided herein.

19. EASEMENTS.

- a. Ingress and Egress. Each Unit Owner shall have a perpetual appurtenant easement to the extent reasonably necessary for ingress to and egress from the Unit Owner's Unit.
- b. Utilities and Repairs. Perpetual easements are declared and granted over and into the Common Elements and Limited Common Elements for the benefit of the Unit Owners (including any assigns, successors, agents, employees, lessees, sublessees, mortgagees, or licensees) and the Unit Owners' Association for the utility purposes including the right to install, lay, maintain, repair and replace private water mains and pipes, sewer lines, gas mains, telephone wires and equipment, television and other data delivery systems, wires and equipment, electrical conduits, wires and equipment and power transformers. These easements shall not be construed to permit impairment of the structural integrity of any portion of the property or to change the boundaries of any Unit or to interfere with the rights of another Unit Owner to Limited Common Elements or Common Elements.
- c. Easements run with the land. All easements and rights described herein are easements appurtenant, running with the land, and are subject to the reasonable control of the Unit Owners' Association. All easements and rights described herein are granted, reserved to, and shall inure to the benefit of and be binding upon the Unit Owners and any assigns, successors, heirs, executors, administrators.

20. COMMON EXPENSES/SURPLUSES – STATUTORY RESERVE ACCOUNT. The expenses incurred by the Association in performing its responsibilities or otherwise duly incurred shall be called "Common Expenses." Any surpluses retained by the Association shall be called "Common Surpluses".

- a. **Unit Owner Expenses.** Each Unit Owner shall be liable for the Unit's assessed share of Common Expenses which shall be allocated on an equal basis. The Association shall levy assessments from time to time for the purpose of maintaining a fund from which Common Expenses may be paid, and such assessment shall be levied in the same percentage that Common Expenses are to be charged. Such assessments shall be payable, in regular installments as the Association may determine.
- b. **Personal liability, interest, and lien.** Each Unit Owner shall be personally liable for all assessments or installments thereof, coming due while owning a Unit. Liability for assessments may not be avoided by waiver of the use and enjoyment of any Common Elements or by abandonment of the Unit for which the assessments are made. All assessments, until paid, together with interest at eighteen percent (18%) per annum, or the highest rate of interest then permitted by law, and the actual costs of collection, shall constitute a lien on the Unit on which it is assessed. The assertion, release and priority of such lien shall be governed by Section 703.16 of the Wisconsin Condominium Ownership Act. However, where the holder of a first mortgage of record or other purchaser of a Unit obtains title to the Unit and the undivided interest in the Common Elements appurtenant thereto as a result of foreclosure of the first mortgage, or accepting a deed in lieu of foreclosure, such acquirer of title, successors or assigns, shall not

be liable for the share of Common Expenses or assessments, including any lien claims based thereon by the Association of Unit Owners chargeable to such Unit by such acquirer. In addition, the interest of any purchase money mortgagee shall be superior to all unpaid assessments accruing prior to the creation of the purchase money mortgage interest.

- c. **Distribution of Common Surplus.** Any Common Surpluses of the Association may be distributed among the Unit Owners or credited against any assessments outstanding against a Unit Owner in the same percentage governing the assessment.
- d. **Statutory Reserve Account.** The Association shall establish and maintain a reserve fund for payment of nonrecurring operating contingencies and Common Element capital expenditures. Each annual condominium budget shall include funding for the reserve fund, at a level determined appropriate by the Association.
- e. **Suspension of Voting Rights.** If any assessment of Common Expense is delinquent and a Statement of Condominium Lien as described in Section 703.16(9), Wisconsin Statutes (1999-2000), or as amended, has been recorded against a Unit, the Association may suspend the voting rights of the delinquent Unit Owner.
- f. **Commencement of Assessments.** Monthly assessment for Common Expenses shall be levied and assessed only against completed Units for which an occupancy permit has been issued by the City of Madison.

21. **AMENDMENT.** This Declaration may be amended only by the written consent of eighty percent (80%) of the Unit Owners and their first Mortgagees. No amendment to the Declaration affecting the status or rights of the Declarant may be adopted without the written consent of the Declarant. No amendment to this Declaration shall be effective until an instrument containing the amendment and stating that the required consents or votes were duly obtained, signed on behalf of the Association, and duly acknowledged or authenticated, is recorded with the Dane County Register of Deeds.

22. **REVOCATION.** This Declaration may be revoked and the property removed from the provisions of the Wisconsin Condominium Ownership Act by a duly recorded instrument to that effect. Section 703 of the Wisconsin Condominium Ownership Act shall govern such removal, except that all first mortgagees must also consent.

23. **CONVEYANCE.** The legal description of each Unit for all purposes of conveyance shall consist of the identifying number of such Unit as shown on the Condominium Plat, recorded with this Declaration. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number as shown on the plat, and every such description shall be deemed good and sufficient for all purposes, as provided by the Act. Each Unit shall consist of the space enclosed and bounded as described above.

24. **MORTGAGE RIGHTS.** Each Unit Owner shall have the right to mortgage or encumber only his, her or their respective Unit, together with his, her or their respective ownership interest in the Common Elements and Limited Common Elements.

25. **SEPARATE TAXATION.** Every Unit and its percentage interest in the Common Elements and Limited Common Elements shall be deemed to be a separate parcel and subject to separate assessments and taxation for all types of taxes authorized by law, including, but not limited to, real property taxes, special ad valorem levies and special assessments. In the event that for any year such taxes are not separately taxed to each Unit Owner, but are taxes on

the property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his/her respective percentage of ownership in the Common Elements.

26. UTILITIES. Each Unit Owner shall pay for all utilities for his, her or their Unit, including telephone, cable, electricity, natural gas, sewer and water which are separately metered and billed. Utilities which are not separately metered or billed shall be considered a Common Expense. The Association shall have the right to use any outside water connections billed to a Unit Owner's water meter to provide water for maintenance of exterior Common Elements (lawn, trees, shrubs, etc.) adjacent to and in the vicinity of the Unit.

27. COMPLIANCE. Each Unit Owner shall comply strictly with the terms of this Declaration and with the By-Laws and the Administrative Rules and Regulations adopted pursuant thereto, as either of the same are amended from time to time. Failure to comply shall be grounds for an action to recover damages or to obtain injunctive relief, or both, maintainable by the Association or in a proper case, by an aggrieved Unit Owner. In the event no damages are capable of being accurately determined, liquidated damages of One Hundred Dollars (\$100.00) may be assessed for each violation. Each day of violation shall constitute a separate violation for purposes of this paragraph. Any and all attorneys' fees and other expenses incurred by the Association in enforcing this provision shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit.

28. NOT HOMESTEAD OF DECLARANT. Declarant certifies that the Property is not the homestead of the Declarant.

29. CONFLICTS OF INTERPRETATION. If there is any minor variance between (a) any existing physical boundaries of any Unit, Common Element, or Limited Common Element and (b) this Declaration or Condominium Plat, the former shall conclusively be presumed to be the boundary. In the event of any significant variance, the latter shall conclusively be presumed to control.

30. SEVERABILITY AND INTERPRETATION. The invalidity of any provision of this Declaration or any part thereof, shall not impair or affect in any matter the validity, enforceability or effect of the rest of the Declaration. The intent of this Declaration is to comply with Chapter 703 of the Wisconsin Statutes. It shall be liberally construed in favor of enforceability.

31. WARRANTIES. The Declarant has made no warranty or representation in connection with the Condominium, except as specifically set forth in this Declarations. No person shall rely upon any warranty or representation unless contained in this Declaration. Any estimates of Common Expenses, taxes or other charges shall be considered estimates only, and no warranty or guarantee of such amounts shall be made or relied upon.

32. NO RIGHT OF FIRST REFUSAL. The right of a Unit Owner to sell, transfer or otherwise convey his or her Unit shall not be subject to any right of first refusal or similar restriction for the benefit of Declarant or the Association.

33. DECLARANT POWERS AND RESERVATIONS.

- a. Declarant Control.** Notwithstanding anything in this Declaration that might be construed to the contrary, Declarant shall completely govern the affairs of the Condominium until title to a Unit has been conveyed to any person or entity other than Declarant. Thereafter, Declarant shall have the right to appoint and remove the officers and directors of the Association and to exercise any and all of the powers and responsibilities of the Association and its officers and directors until the earliest of 1) thirty (30) days after Declarant has conveyed 75% of the Units

and therefore owns 25% or less of the Units, 2) 5 years after the recording date of this Declaration, or 3) Declarant expressly elects to waive its right of control. Declarant reserves the unilateral right to record one or more Addendum to this Declaration or the Condominium Plat to correct scrivener's errors, or to locate and provide the specifics of a building or Unit.

- b. Termination of Control.** Upon termination of Declarant Control as specified above, control of the Association shall be turned over to the Unit Owners; provided, however, Declarant reserves the right to name one member, who may be a non-Unit Owner, of the Board of Directors until all Units have been conveyed to Unit Owners in fee simple.
- c. Specific Rights Reserved by Declarant.** Notwithstanding anything in this Declaration that might be construed to the contrary, Declarant reserves the following rights:
- i. To continue any unfinished development work on any unsold Unit and on the Limited Common Elements and Common elements;
 - ii. To use all Units owned by Declarant as models and for sales and leasing activities,
 - iii. To erect signs within the Units and on the Common Elements and elsewhere relating to the sale or leasing of Units;
 - iv. To lease Units owned by Declarant;
 - v. To grant easements over, through, or under any part of the Condominium for the benefit of the Condominium as a whole or any part thereof.
- d. Expansion.** Declarant reserves the right to expand the Condominium by subjecting additional property to this Declaration as follows:
- i. Parcels which may be added to the property are Lot #5 and Lot#6, Maywick Estates, in the City of Madison, Dane County Wisconsin.
 - ii. The maximum number of Units which may be added is an additional 8 Units, each of which would have one vote, a percentage interest in the Common Elements, liability for the Common Expenses, and right to common surpluses of 1 divided by the total number of Units. (The percentage of undivided interests in the common elements of the existing and new Units shall be reallocated between the Unit Owners on the basis of the aggregate undivided interest in the Common Elements appertaining to the property);
 - iii. The Condominium Plat, Exhibit 1, shall include, in general terms, the outlines of the land, buildings and common elements of the new property that may be added to the Condominium.
 - iv. This right to expand the Condominium shall expire 10 years from the date of recording the Declaration.

DECLARANT HEREBY CAUSES THIS DECLARATION TO BE EXECUTED this 28 day of August, 2005.

Gahawuebbski, LLC – Declarant by the following duly authorized Members

By [Signature]
Chad D. Wuebben, Member

[Signature]
Rene P. Gagner, Member

[Signature]
Kevin G. Hanna, Member

[Signature]
Jeffrey A. Jaschinski, Member

This Document Originally Drafted by:

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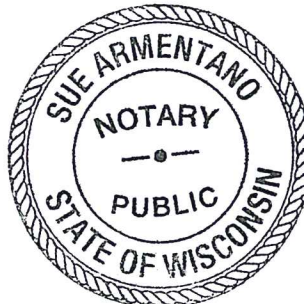
ACKNOWLEDGEMENT

STATE OF WISCONSIN)
Dane County)

Personally came before me this 28th day of August, 2005 the above named Chad D. Wuebben, Rene P. Gagner, Kevin G. Hanna, and Jeffrey A. Jaschinski, on behalf of Gahawuebbski, LLC to me known to be the persons who executed the foregoing instrument and acknowledged the same.

* Sue Armentano
Print Name

Notary Public, State of Wisconsin
My commission is permanent. (If not, state expiration date: 7-28-07)



Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only. Authorized by: *Christy Campbell* Maps

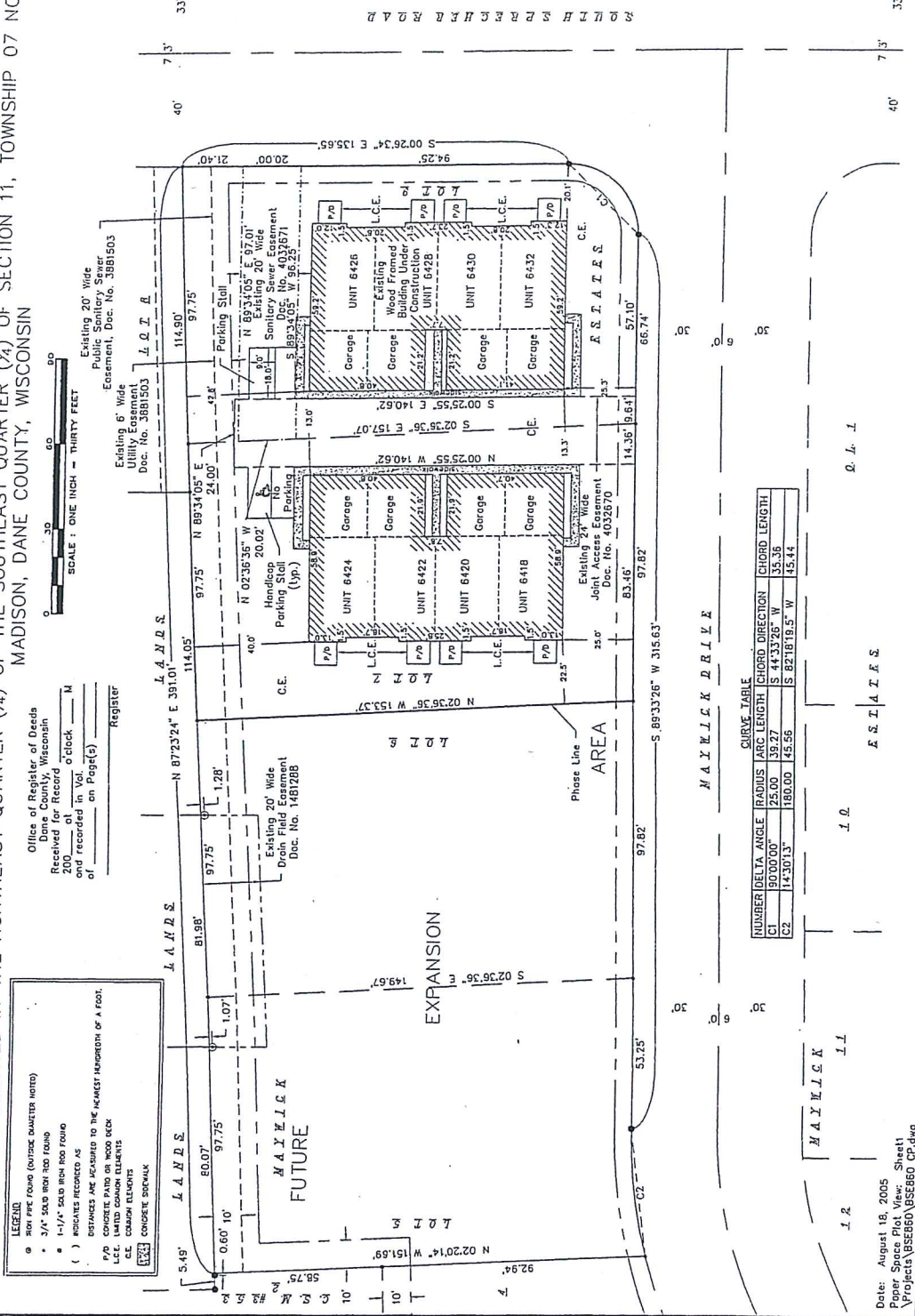
002362

MAYWICK ESTATES TOWNHOMES CONDOMINIUM, A CONDOMINIUM PLAT

LOTS 7 AND 9, MAYWICK ESTATES, AS RECORDED IN VOLUME 58-045B OF PLATS, ON PAGES 243-244, AS DOCUMENT NUMBER 3881503, DANE COUNTY REGISTRY, ALSO LOCATED IN THE NORTHEAST QUARTER (¼) OF SECTION 11, TOWNSHIP 07 NORTH, RANGE 10 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN

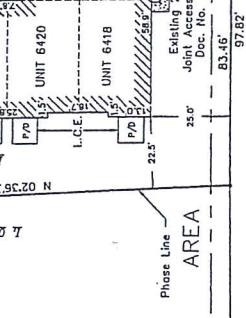
Office of Register of Deeds
Dane County, Wisconsin
Received for Record _____ o'clock _____ M
of _____ and recorded in Vol. _____ on Page(s) _____ Register

Existing 20' Wide
Public Sanitary Sewer
Easement, Doc. No. 3881503
Existing 6' Wide
Utility Easement
Doc. No. 3881503
Existing 20' Wide
Drain Field Easement
Doc. No. 1481288



LEGEND
 • 3/4" SLOD IRON ROD FOUND
 • 1-1/4" SLOD IRON ROD FOUND
 () DISTANCES RECORDED AS
 DISTANCES ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.
 P/P CONCRETE PAVEMENT OR WOOD DECK
 L.C.E. LAND COMMON ELEMENTS
 C.E. COMMON ELEMENTS
 CONCRETE SIDEWALK

NOTES:
 1) Date of survey: July 05, 2005.
 2) See sheet 2 for future expansion area and legal description of future expansion area.
 3) See sheet 3 for floor plans, legend, additional notes, legal description, and surveyor's certificate.
 4) This plat is subject to Declaration of Conditions and Covenants as recorded in Document Numbers 3881504, 3881505, 3885843, and 4006464.

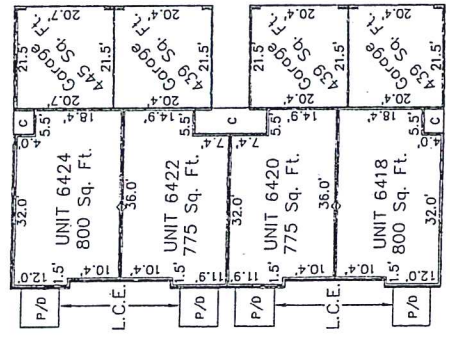


PREPARED FOR:
 GAHAWERSKI, LLC
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 (608) 270-9600

PREPARED BY:
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 www.bursesurveying.com

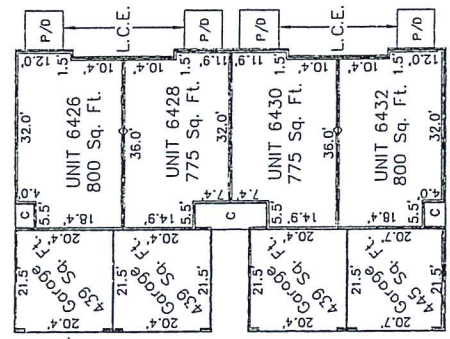
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FIRST FLOOR PLAN

- NOTES:
- 1) Unless otherwise noted, everything outside of the Unit Boundaries and Limited Common Elements are Common Elements.
 - 2) The concrete patios, wood decks, and concrete stoops are limited common elements appurtenant to the units to which they are attached.
 - 3) Interior dimensions for floor plans are based upon drawings furnished by the architect to the surveyor.
 - 4) Unit areas are approximate.



SECOND FLOOR PLAN

TOTAL UNIT AREAS:

UNIT 6418:	2,287 sq. ft.
UNIT 6420:	2,256 sq. ft.
UNIT 6422:	2,256 sq. ft.
UNIT 6424:	2,256 sq. ft.
UNIT 6426:	2,287 sq. ft.
UNIT 6428:	2,256 sq. ft.
UNIT 6430:	2,256 sq. ft.
UNIT 6432:	2,256 sq. ft.



LEGEND:

- IRON PIPE FOUND (OUTSIDE DIAMETER NOTED)
- 3/4" SOLID IRON ROD FOUND
- 1-1/4" SOLID IRON ROD FOUND
- () INDICATES RECORDED AS

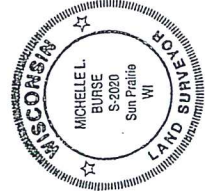
DISTANCES ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.

P/D CONCRETE PATIO OR WOOD DECK

C CONCRETE STOOP

[] UNIT BOUNDARY

- - - LIMITED COMMON ELEMENTS



PREPARED FOR:
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