DECLARATION
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CONDOMINIUM DECLARATION
OF
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
SILVERNAIL VILLAGE SHOPPING CENTER CONDOMINIUM

This Declaration is made pursuant to the Wisconsin Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, (herein the "Act"), made this 21 day of June, 1991, by ALR Joint Venture, (herein the "Declarant").

1. **Statement of Declaration.** The purpose of the Declaration is to submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership in the manner provided by the Act and this Declaration.

Declarant hereby declares that it is the sole owner of the real property described in Section 2.3 hereto together with all buildings and improvements located or to be located thereon (the "Property") which is hereby submitted to the condominium form of use and ownership as provided in the Act and this Declaration, and which property shall be held, conveyed, divided, leased, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions, and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall continue as benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having an interest in the property. Declarant reserves the right to expand the condominium for a period not exceeding a ten(10) year period so that additional property, or the conservatory property reserved in Paragraph 2.3, may be subject to this declaration. Pursuant to this reservation, at the declarant's option the Condominium Association shall convey in fee simple all of that property located south of the eight foot sanitary sewer easement, but not including any concrete curbing and parking stalls, which are shown on the condominium plat of survey, to ALR Joint Venture, in fee simple, to provide for development of that area or any other lawful purpose.

2. **Description of Development.**

2.1. Name. The real estate as described in Section 2.3 together with all buildings and improvements located or to be located thereon shall be known as **SILVERNAIL VILLAGE SHOPPING CENTER.**

2.2. Address. The address of the condominium is 2301 through 2359 West Silvernail Road, Pewaukee, Wisconsin.

2.3. Legal Description. The following described real estate is subject to the provisions of this Declaration, to-wit:

Parcel 1:

Lots Three (3) and Four (4), Certified Survey Map No. 5134 recorded in Volume 42 of Certified Survey Maps on Pages 65-67 as Document No. 1399130 being a part of the Northeast One-quarter (1/4) of Section Twenty-nine (29), Township Seven (7) North, Range Nineteen (19) East, City of Waukesha, Waukesha County, Wisconsin; together with an easement located on the East 12 feet of the North 290 feet of Lot 5 and the West 12 feet of the North 290 feet of Lot 4, in Certified

Survey Map No. 5134; said easement to provide vehicular ingress and egress to Lots 4 and 5 and to be for the benefit and enjoyment of the owners of said Lots 4 and 5, their respective agents, employees, guests and visitors.

Parcel II:
Lots One (1) and Two (2) of Certified Survey Map No. 5135, recorded January 22, 1987 in Volume 42 of Certified Survey Maps on Pages 68 thru 70, as Document No. 1399131, being a part of the Northeast One-quarter (1/4) and Northwest One-quarter (1/4) of the Northwest One-quarter (1/4) of Section Twenty-eight (28), Township Seven (7) North, Range Nineteen (19) East, in the City of Waukesha, Waukesha County, Wisconsin.

A certain portion of this property is shown as a conservatory area. Declarant retains the right to develop this area for a 50 year period. If at the expiration of the 50 year period this area is not developed, all ownership interest of ALR Joint Venture shall be extinguished. Silvernail Village Condominium Owners Association, Inc., unless title has been transferred at the request of ALR Joint Venture, shall then have full ownership of the property.

3. Description of Buildings.

Buildings containing approximately Thirty (30) units will be constructed on the lands described in Section 2.3. Declarant reserves the right to alter the mix of residential/commercial units and to reduce or increase the total number of units. The location of said buildings and the units contained therein shall be shown on the condominium plat filed for record in the office of the Register of Deeds for Waukesha County, Wisconsin and incorporated herein by this reference. Each commercial unit within each building shall be designated by number. The Declarant reserves the right to file an amended plat showing the exact location of an additional building or buildings to be constructed on the condominium property which amended plat shall also show the location of the various units within said building. The buildings are of various dimensions as are the units contained therein, all as shown on the condominium plat heretofore referred to. The buildings shall be one or two story, and the exteriors will be constructed of such materials as the Declarant may from time to time determine, it being contemplated by the Declarant that the nature of the exterior of the buildings will be similar in character. The electrical and heating systems will be designed to serve only one unit, all as determined by the Declarant at the time of construction. Therefore, there shall be separate electrical and heating systems for each unit which shall be individually metered and controlled and the charges therefor shall be assessed to the unit making use of them. Each building and the units contained therein will be served by municipal sewer and water by the city of Waukesha, which shall be a common element charge. If declarant decides to construct an additional building the voting rights and common area charges shall be amended in accordance with the increased square footage.

4. Description of Units.

(a) The exterior dimensions of the perimeter walls of each unit are shown on the Plat of Condominium. Partition walls, and the location of any plumbing facilities therein shall be determined by the Declarant and/or the prospective owner or lessee of a unit and shall be constructed at the expense of the owner

and/or lessee. Working drawings and general specifications for the project are on file at the office of the Declarant at 2339 W. Silvernail, Pewaukee, Wisconsin.

(b) The boundaries of each unit shall consist of that part of the cubic area of each building which is enclosed as follows:

(i) The vertical or parametrical boundaries of the unit shall be the plane of the inner surfaces of the drywall (being the first layer of double drywall as to common walls between units) or other wall material and the plane of the outside faces of doors and windows bounding a unit extended in each case to an intersection with the upper and lower boundaries; and

(ii) The upper and lower boundaries of a unit shall be:

(a) Lower Boundary - the plane of the upper surface of the subflooring; and

(b) Upper Boundary - the plane of the lower surface of the ceiling.

(c) The common elements shall include all of the condominium except its units and the limited common elements appurtenant to the units for which they are designated and shall include but not be limited to the following: Land, walks, driveways, parking lots, utility lines, sewer lines, water and pressure systems, portions of mechanical systems of each building, if any, which are intended to serve more than one unit, and utility rooms. The common elements shall be repaired and maintained by and at the expense of Silvernail Village Condominium Owner's Association, Inc., a non-stock, not-for-profit corporation serving as the association of unit owners for the condominium (the "Association") as more fully provided in the By-Laws of the Association (the "By-Laws"), and the Articles of Incorporation (the "Articles").

Declarant reserves the right to construct an additional building to be located on the common elements.

5. Description of Limited Common Elements.

The limited common elements shall include the following:

(a) All areas so designated by the Association.

(b) The area which may be used for a building in the common area and the conservatory land subject to the ten (10) year developmental requirement. Also included are all foundations, columns, girders, beams, interior load bearing walls and supports of the buildings.

The manner and use of the limited common elements shall be governed by the By-laws of, and such rules and regulations as may be established by, the Association of unit owners, and no unit owner shall decorate, landscape or adorn any limited common elements or permit such in any manner contrary to such By-laws, rules and regulations.

6. Percentage Interests, Voting and Assessments.

(a) The undivided interest in the common elements (including limited common elements) appertaining to each unit in the buildings as set forth in Exhibit "A" hereto which is incorporated hereto by this reference.

~~(b) Declarant reserves the right to determine and assign to the additional~~ building percentage interest in the common elements and the number of votes appurtenant to each unit located building ~~at such time as~~ said units are constructed and thereafter record ~~an amendment~~ setting forth such percentage interest and ~~voting rights as determined and assigned by the Declarant~~.

(c) Each unit shall be entitled to the number of votes set forth in Exhibit "A" hereto, provided, however, that the Declarant shall be entitled to three times the number of votes allocated to each unit for all units contemplated by this Declaration, less units sold, until declarant relinquishes control. The Declarant shall be entitled to only the number of votes allocated to each unit, as set forth in Exhibit "A", after declarant relinquishes control. Three years after the date that the first condominium unit is conveyed by the Declarant to any person other than the Declarant or thirty days after the conveyance of 75% of the units to purchasers, whichever first occurs, the declarant shall relinquish control.

6 d ADDED PER ASSENT

~~(d) Declarant reserves the right to re-allocate the voting rights and~~ the percentage interest in the common elements appertaining to the ~~units in buildings~~ at the time it determines and assigns the ~~percentage interest~~ in the common elements and voting rights for units ~~the additional~~ building provided for under ~~subsection~~ (b) above. ~~Any such re-allocation~~ shall be proportionally consistent as to all units ~~in the buildings~~ so as not to conflict with the requirements of Section ~~703.13(4), Wis. Stats.~~

(e) The cost for physical damage insurance premiums on policies which have been obtained by the Board of Directors of the Association, and all common expenses shall be assessed agninst the unit owners in proportion to the undivided percentage interest in the common elements appertaining to each unit.

7. Association of Unit Owners.

(a) Duties and obligations. All unit owners shall be entitled and required to be a member of an association of unit owners to be known as **Silvernail Village Condominium Owners Association, Inc.** and hereinafter called ("the Association") which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the common elements and limited common elements. The Association shall be incorporated as a non-stock, non-profit corporation under the laws of the State of Wisconsin. Each unit owner and the occupants of the units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the By-Laws as well as the rules and regulations of the Association.

(b) Voting Rights. The Association shall have two classes of voting memberships as follows:

Class A: Class A members shall be all unit owners with the initial exception of the Declarant and shall have the number of votes assigned to their unit(s) as

set forth in Exhibit "A" hereto. Should a unit be owned by more than one person, the owners thereof are entitled collectively to only one vote for that unit.

Class B: Class B members shall be the Declarant who shall have three (3) times the number of votes assigned to each unit contemplated by this Declaration less the number of votes appurtenant to each unit as it is sold. The Class B membership shall cease and be converted to Class A three years after the date the first condominium is conveyed by the Declarant to any person other than the Declarant or thirty (30) days after the conveyance of 75% of the common element interest to purchasers, whichever first occurs.

8. **Restriction on Use of Commercial Units.**

City of Waukesha has zoned this property commercial. Any use of commercial unit shall conform with the Planned Unit Development and conform to the ordinances of the City of Waukesha. Residential use is prohibited.

Such commercial use may include professional office or retail establishment. Upon sale of unit declarant reserves the right to restrict use of unit to insure non-competitive uses.

10. **Rights Reserved by Declarant.**

The Declarant reserves the right to amend the uses and the number of units contemplated by this Declaration and to change the layout and dimensions of the buildings and units as shown on the Condominium Plat attached hereto prior to the construction of any such buildings and units provided, however, that the changes shall not substantially alter the nature and quality of the buildings and units. The Declarant shall have the right to amend this Declaration at its sole discretion for the purpose of recording a plat or survey depicting the layout, location, unit numbers and dimensions of the buildings and units as finally located and erected. In addition, the Declarant reserves an easement for ingress and egress over and across the parking lot and driveways for the purpose of ingress and egress to other lands which Declarant may acquire after the recording of this Declaration and also for the purpose of laying utility lines across the common elements.

11. **Service of Process.**

The resident agent for the Condominium shall be William Leech. Service of process shall be made upon the registered agent at 2339 W. Silvernail, Pewaukee, Wisconsin, as to matters provided in the Wisconsin Condominium Ownership Act until all units have been sold, conveyed and paid for or until the first meeting of the unit owners, at which time the Association may designate a successor by vote of a simple majority of a quorum present at any meeting (members or Board of Directors) of the Association.

12. **Damage or Destruction.**

In the event the Condominium is destroyed or damaged in an amount in excess of $15,000 and insurance proceeds, if any, are insufficient to complete repair or reconstruction, action by the Association by vote of a majority vote of unit owners shall be necessary to repair or reconstruct the Condominium. Damage or destruction to a lesser extent and damage or destruction in an amount in excess

of $15,000 for which insurance proceeds are sufficient to complete repair or reconstruction, shall be repaired and reconstructed pursuant to arrangement by the Board of Directors of the Association as provided in the By-laws.

13. Prohibited and Restricted Uses.

Declarant for itself, its successors or assigns, reserves the right to prohibit the following uses and businesses to-wit: arcades, adult book stores, and massage parlors. The use of any unit is further restricted to those uses permitted by the City of Waukesha for the development. In addition, the Declarant limits the use of the units to no more than one grocery store/supermarket, convenience mart, ~~beauty shop,~~ dry cleaning establishment, or video store. Declarant further reserves the exclusive right to apply for and obtain a license or licenses to allow consumption and/or sale of alcoholic and fermented malt beverages on the premises including licenses for "carry out" or "package" sales of wines, liquors, beer and other alcoholic and fermented malt beverages.

AMENDED See AMENDMENT FOR CLARIFICATION

14. Assessment for Advertising.

For a period of two years from the date of the sale of the first unit of the condominium, retail establishment owners may be assessed based upon their ownership interest in the common element for advertising purposes. the total advertising budget shall not exceed $5,000 per year the Declarant and the Owners Association shall have the right to assess said advertising expense as a common expense for retail establishments. After the expiration of two years from the date of the sale of the first unit, the Association may continue to so assess for advertising purposes however, an amendment to the Declaration shall be required to allow the Association to continue assessments for advertising.

15. Maintenance Fees Payable by Declarant.

Declarant shall not be responsible for payment of any maintenance fees or assessments for existing units or units contemplated by the Declaration except for existing units which are leased by the Declarant, notwithstanding any provisions to the contrary which may be contained in Section 6(e) above.

16. Common Ownership, Plumbing Inspection

Maintenance and operation of sewage system.

16.1. Purpose. This article of the Declaration is intended as expressly required by the Bureau of Plumbing, Division of Safety in Buildings, Wisconsin Department of Industry, Labor and Human Relations (herein the "Department"), for the departments initial and continued approval of a common ownership sewage system as required under Chapter 45, Wis. Stats., and Chapter H63, Wisconsin Administrative Code.

16.2. Description. The sewerage system for this condominium is collection and transfer of sewerage to the City of Waukesha, a municipal treatment facility.

16.3. Common Elements. All pipes, water lines and sewer lines, both main and off unit laterals, are common elements of the condominium.

16.4. Responsibility for System. The condominium association established by this Declaration under Section 703.15, Wis. Stats., shall have all powers necessary to operate, maintain, and replace the sewerage system in conformance with state law, shall be responsible for such operation, maintenance and replacement. Upon removal of a part or all of the property described in the Declaration and successive form of ownership in common by two or more persons or entities of one of more units with a shared system, the owners of such removed property shall have a legal and financial obligation to cause the shared system to be operated and maintained by a single entity with sufficient legal powers and enforceable assessments for such operation and maintenance. Examples of such entities include, without limitation, a condominium association, a property owner corporation as described in Section 779.70, Wis. Stats., a lawful private sewerage district, a municipal sewerage district or a private utility district charged with the operation of a lawful private sewerage system. Except the association may require an additional assessment for any establishment which uses an unusual amount of water and sewage, such as a restaurant.

16.5. Amendments. Unless the written consent of the city of Waukesha is obtained, the Declaration, By-laws, Articles of Incorporation of the condominium association shall not be amended in any manner to deprive the association of control over the sewerage system or the condominium and of the power to levy and enforce assessments for purposes of operating, maintaining or replacing the sewerage systems.

17. Maintenance of Minimum Temperatures in Units.

The temperature in all commercial units shall be maintained at a minimum temperature of 50°F on a year around basis.

18. Entry for Repairs.

The Association, or any of its designees, may enter any unit at reasonable times and under reasonable conditions which are necessary in connection with any maintenance, construction or repair of public utilities and for any other matters 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 is practical. Any damage caused thereby shall be repaired by the Association and treated as a common expense. Emergency entry for repairs may be undertaken without notice provided in the By-laws.

19. Sign Restrictions.

All individual signs for the various commercial shops and enterprises in Silvernail Village Shopping Center Condominium must comply with the City of Waukesha Ordinance as well as any applicable County of Waukesha zoning ordinance including current amendments to said ordinances. Signs shall be located according to the architects master plan which is incorporated hereby reference and which is on file in the office of the Declarant and/or the manager of the condominium as designated by the Association.

20. Unit Owners Obligation with Respect to Exterior Appearance of Units.

Declarant reserves the right to promulgate rules concerning the dimensions, materials, lighting, lettering and location of signs for the various shops in the

condominium. It is intended by Declarant that all signs be uniform in appearance so as to enhance the aesthetic nature of the condominium.

21. Refuse Disposal.

Refuse and solid waste disposal for all commercial units of the condominium shall be a common expense. Except the association may require an additional assessment for any establishment which has an unusual amount of waste such as a grocery store, furniture store, restaurant or other store. If the assessment is not agreeable with such establishment it may provide for its own refuse removal and be exempt from the common charges.

22. Miscellaneous.

(a) Compliance with Declaration, By-Laws, and Articles of Incorporation. All present and future owners of units, tenants of such owners and any other occupants of units, employees of owners, or any other persons that in any manner use or come upon the Condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration, the By-Laws, the Articles of Incorporation and rules and regulations adopted pursuant thereto, as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute acceptance by such owner, tenant or occupant of the provisions of such instruments, as they may be amended from time to time. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement thereof may be by such judicial proceeds as the Board of Directors of the Association may deem appropriate as well as by the provisions of the Wisconsin Condominium Ownership Act.

(b) Additional Restrictions. The Declarant for itself, its successors or assigns reserves the right to impose further restrictions on the use, occupancy and maintenance of any unit by restrictive covenants contained in the deed of condominium to the purchaser of the same, and to lease units under such terms and conditions as may be hereafter determined by the Declarant.

(c) Rules and Regulations. Rules and regulations in addition to those contained herein and in the By-Laws concerning the use of the units and the common and limited common elements, may be promulgated and amended by the Board of Directors of the Association. Copies of such rules and regulations shall be furnished by the Board of Directors of the Association to each unit owner prior to their effective date.

(d) Utility Easements. The Declarant hereby reserves for the Association, acting by and in the discretion of its Board of Directors, the right to grant to any municipality of the State of Wisconsin, or public or semi-public utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, storm water and for performing any public or quasi-public utility function that said Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements may include necessary rights of ingress and egress and the right to do whatever may be necessary to carry out the purposes for

which the easement is created. The Declarant further reserves for itself and its successors and assigns access to and the right to connect to any such wire or pipe or other conduits or lines for the improvement and benefit of land which it owns or may acquire outside of the condominium and further reserves easements to itself and its successors and assigns across the land which is the subject of this Declaration for such wires, pipes or other conduits for the improvement and benefit of said lands.

(e) Reservation of Easement. The Declarant hereby reserve for itself, its successors or assigns and for lessees, invitees and frequenters thereof, an easement for ingress and egress over, and access to, in an unlimited manner, the roadways, walkways and parking areas now or hereafter constructed in the Condominium.

(f) The procedures for determination, payment and collection of common expenses of the Condominium shall be as set forth in the By-Laws as amended from time to time.

(g) Insurance and Safety Measures. Declarant, its successors or assigns and the Association shall have the right to prescribe safety measures and rules for the use of the commercial units which, if not adhered to, will result in the increased cost of insurance for the entire condominium. Nothing shall be done or kept in any unit or in any of the common areas which will result in an increase in the cost of insurance on the common elements without the prior consent of the Declarant, its successors or assigns and/or the association. No unit owner shall permit anything to be done or kept in his unit or in the common areas which will result in the cancellation of insurance on any unit or any part of the common elements or which would be in violation of any law or ordinance. Should any commercial use, business or activity be permitted which does cause an increase in the cost of insurance for the entire condominium, then the owner of the unit(s) which engage in such use, business or activity shall be responsible for such increased cost.

23. Amendment of Declaration.

(a) Except as otherwise provided by the Act with respect to the percentage of interest in the common elements and termination of the Condominium form of ownership, this Declaration may be amended by an affirmative vote of not less than two-thirds (2/3) of all votes entitled to be cast by the unit owners and their mortgagees following the initial sale of all 30 units by the Declarant. Prior to such time, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or subrogate the rights of the Declarant as contained in this Declaration. Copies of amendments shall be certified by the President and Secretary of the association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Waukesha County, and a copy of the amendment shall be mailed or personally delivered to each unit owner at his address on file with the Association.

IN WITNESS WHEREOF, the said ALR Joint Venture by Leonard G. Adent, William F. Leech and RJK, Inc. have executed this document this 21st day of June, 1991.

William Leech

Leonard G. Adent

State of Wisconsin)
)ss
County of Waukesha)

Personally came before me this 21st day of June, 1991, William Leech and Leonard G. Adent to me known to be the persons who executed the foregoing instrument.

Patricia Wood
Patricia Wood
Notary Public, State of Wisconsin
My Commission expires 10-27-91

RIK, Inc.

By: D. G. Diercks
David G. Diercks
Vice President & Treasurer

By: Wm. P. Hammer
Wm. P. Hammer
Assistant Secretary

State of Wisconsin)
)ss
County of Dane)

Personally came before me this 20th day of June, 1991, RIK, Inc., by David G. Diercks, Vice President & Treasurer, and Wm. P. Hammer, Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Nancy L. Heberlein
Nancy L. Heberlein
Notary Public, State of Wisconsin
My Commission expires: 5/2/93

This instrument drafted by: Atty. Leonard G. Adent

AMENDMENT TO DECLARATION OF CONDOMINIUM IN SILVERNAIL VILLAGE SHOPPING CENTER CONDOMINIUM,

The Declaration of Silvernail Village Shopping Center Condominium recorded in the Office of the Register of Deeds of Waukesha County, Wisconsin on June 24, 1991, as Document No. 1657473 is hereby amended by Declarant, pursuant to Sections 13 and 23 of the Declaration, to read as follows:

(A). 6 (b) and 6 (d) are deleted.

(B). 6 (d) is created to read:

If declarant decides to construct an additional building the voting rights and common area charges shall be amended in accordance with sec. 703.13(4) Stats.

(C). Section 13 is amended by deleting "beauty shop" and substituting therefor:

> "a shop which specializes in hair cutting/styling, beauty or other personal care purposes and/or a shop which specializes in the retail sales of personal care goods only,";

This amendment is pursuant to sec. 703.09(2) Stats., ALR Joint Venture having given its written consent to this amendment and owning, at the time of the amendment, over 2/3 of the units.

Dated at Waukesha, Wisconsin, August 8, 1991.

ALR Joint Venture

William F. Leech

Leonard G. Adent

State of Wisconsin)
)ss
Waukesha County)

Personally came before me this 8 day of August, 1991, William Leech and Leonard G. Adent, to me known to be the persons who executed the foregoing instrument.

Eileen Rudnick
Notary Public, State of Wisconsin
My commission expires: 6-25-95

RIK, Inc. (NO CORP. SEAL)

by: Wm. P. Hammer, Vice President

by: Eric K. Graf, Asst. Secretary

State of Wisconsin)
)ss
Dane County)

Personally came before me this 2nd day of August, 1991, Wm. P. Hammer, V-P and Eric K. Graf, Asst. Secy., to me known to be the persons who executed the foregoing instrument.

Nancy H. Heberlein
Notary Public, State of Wisconsin
My commission expires: May 2, 1993.

This instrument drafted by:
Leonard G. Adent

August 8, 1991

Having reviewed the Amendment to Declaration of Silvernail Village Shopping Center Condominium dated August 8, 1991, we, as owners of over 2/3 of the units, give our permission to this amendment to declaration.

ALR Joint Venture:

William F. Leech

Leonard G. Adent

RIK, Inc.

by: Wm. P. Hammer, Vice President

by: Eric K. Graf, Asst. Secretary

EXHIBIT "A"
TO CONDOMINIUM DECLARATION FOR
SILVERNAIL VILLAGE SHOPPING CENTER CONDOMINIUM

Allocation of percentage interest in common elements and voting rights for units in Building A.

	Unit No.	Percentage Interest in Common Elements	Number of Votes Appurtenant to Unit
P 1	2301 , 2307 P	6.0	6.0
P 2	2303 , 2305 P	5.7	5.7
P 3	2309	5.4	5.4
L 4	2311 , 2313 Sindow	5.7 5.7 2400	5.7
P 5	2315	2.3	2.3
P 6	2317	2.3	2.3
P 7	2319	2.8	2.8
P 8	2321	2.8	2.8
P 9	2323	2.8	2.8
P 10	2325	2.8	2.8
P 11	2327	7.6	7.6
P 12	2329	3.8	3.8
P 13	2331	1.9	1.9
P 14	2333	1.9	1.9
P 15	2335	3.8	3.8
P 16	2337	3.8	3.8
P 17	2339 B Fuess	~~3.4~~ 1.7	3.4
F 18	2341	3.4	3.4
P 19	2343	4.1	4.1
P 20	2345	4.1	4.1
W 21	2347 , (2349)	5.9	5.9
W 22	2353 , 2355 Wolf	5.9 17.7	5.9
W 23	2357 ; 2359	5.9	5.9
P 24	2351	5.9	5.9
400 P	2339 A Adent 1.7	28.5 %	
	TOTALS	100.0	100.0

There shall be a total of 100 votes for all units of the condominium. Upon completion of an additional building, this table will be amended as set forth in Section 6(b) and (d) hereof.

Page 715 % owner Adx

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CONDOMINIUM PLAT OF SURVEY

SILVERNAIL VILLAGE CONDOMINIUM

CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

ADDRESS 2301 - 2359 SILVERNAIL ROAD
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

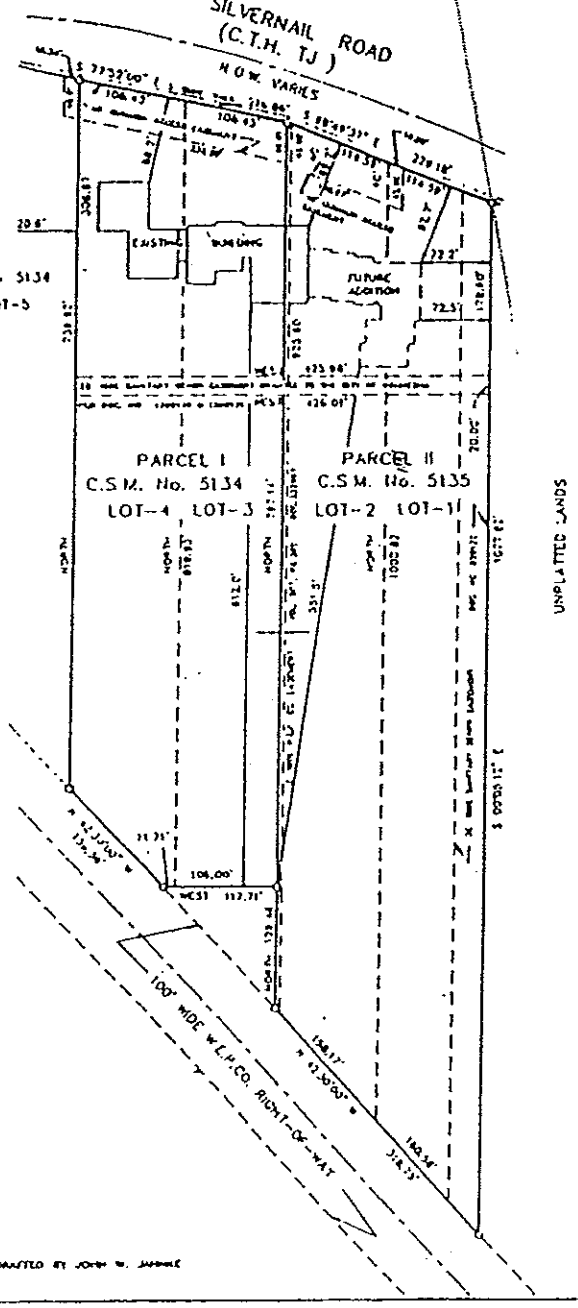
GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

LEGAL DESCRIPTIONS:

Parcel I:
Lots Three (3) and Four (4), Certified Survey Map No. 5134 recorded in Volume 42 of Certified Survey Maps on Pages 65-67 as Document No 1399130 being a part of the Northeast One-quarter (1/4) of Section Twenty-nine (29), Township Seven (7) North, Range Nineteen (19) East, City of Waukesha, Waukesha County, Wisconsin, together with an easement located on the East 12 feet of the North 290 feet of Lot 5 and the West 12 feet of the North 290 feet of Lot 4, in Certified Survey Map No. 5134, said easement to provide vehicular ingress and egress to Lots 4 and 5 and to be for the benefit and enjoyment of the owners of said Lots 4 and 5, their respective agents, employees, guests and visitors

Parcel II
Lots One (1) and Two (2) of Certified Survey Map No. 5135, recorded January 22, 1987 in Volume 42 of Certified Survey Maps on Pages 68 thru 70, as Document No 1399131, being a part of the Northeast One-quarter (1/4) and Northwest One-quarter (1/4) of the Northwest One-quarter (1/4) of Section Twenty-eight (28), Township Seven (7) North, Range Nineteen (19) East, in the City of Waukesha, Waukesha County, Wisconsin.



NOTE SEE PAGE 2 OF 6 PAGES FOR DETAIL OF CONDOMINIUM AND PARKING, DRIVES, ETC

CERTIFICATE OF SURVEYOR

I, John W. Jahnke, a registered land surveyor authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the SILVERNAIL VILLAGE CONDOMINIUM, 2301-2359 SILVERNAIL ROAD, a correct representation of the condominium described in the Declaration. The identification and location of each, and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached

JOHN W. JAHNKE - Wis Reg No. S-917
Dated this 31st day of March, 1991

STATE OF WISCONSIN)
COUNTY OF WAUKESHA)
The above certificate subscribed and sworn to me this 31st day of March, 1991

JEANNE G MECHER
My commission expires September 12, 1993

WISCONSIN JOHN W. JAHNKE S-917 WAUKESHA, WIS. LAND SURVEYOR

INSTRUMENT DRAFTED BY JOHN W. JAHNKE

FILE No PEWAUKEE 511

PAGE 1 OF 6 PAGES

CONDOMINIUM PLAT OF SURVEY

SILVERNAIL VILLAGE CONDOMINIUM

CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

ADDRESS 2301 - 2359 SILVERNAIL ROAD
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN

LEGAL DESCRIPTION (SEE PAGE 1 OF 6 PAGES FOR LEGAL DESCRIPTION)

NOTE SEE PAGE 1 OF 6 PAGES FOR COMPLETE LOT & EASEMENT DIMENSIONS AND BUILDING OFFSETS

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

JOHN W JAHNKE - Wis Reg No. S-917
Dated this 1st day of March, 1991

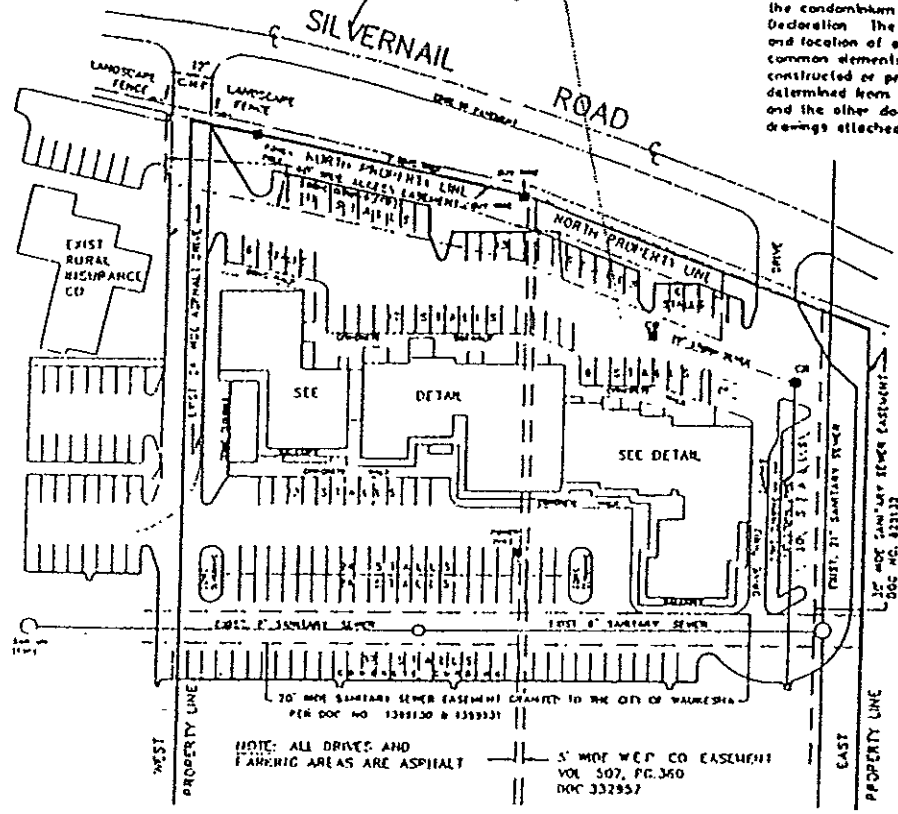
STATE OF WISCONSIN)
COUNTY OF WAUKESHA)
The above certificate subscribed and sworn to me this 1st day of March, 1991.

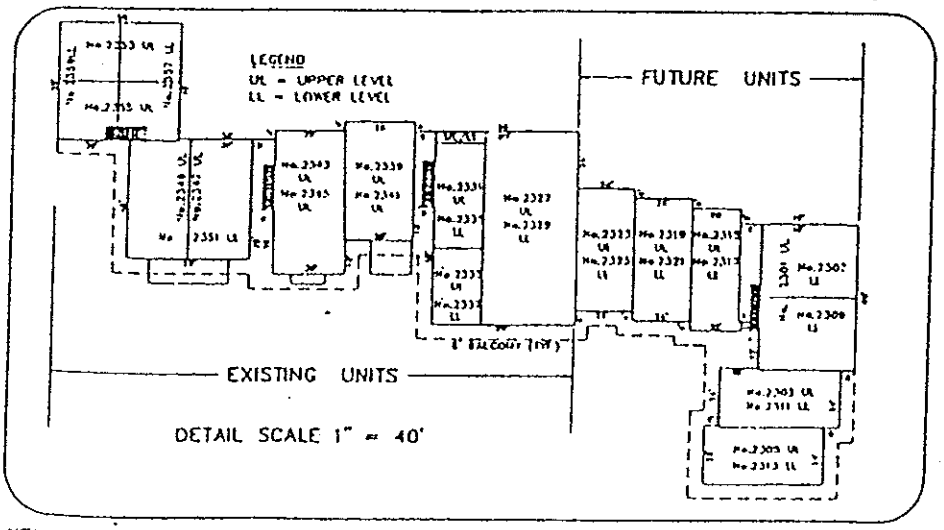
JEANNE G. WEGNER
My commission expires September 12, 1993

CERTIFICATE OF SURVEYOR:

I, John W Jahnke, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the SILVERNAIL VILLAGE CONDOMINIUM, 2301-2359 SILVERNAIL ROAD, a correct representation of the condominium described in the Declaration. The identification and location of each and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

WISCONSIN JOHN W JAHNKE S-917 LAND SURVEYOR





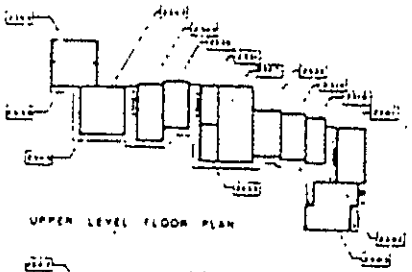
INSTRUMENT DRAFTED BY JOHN W JAHNKE

FILE No. PCVILLAGE SIL

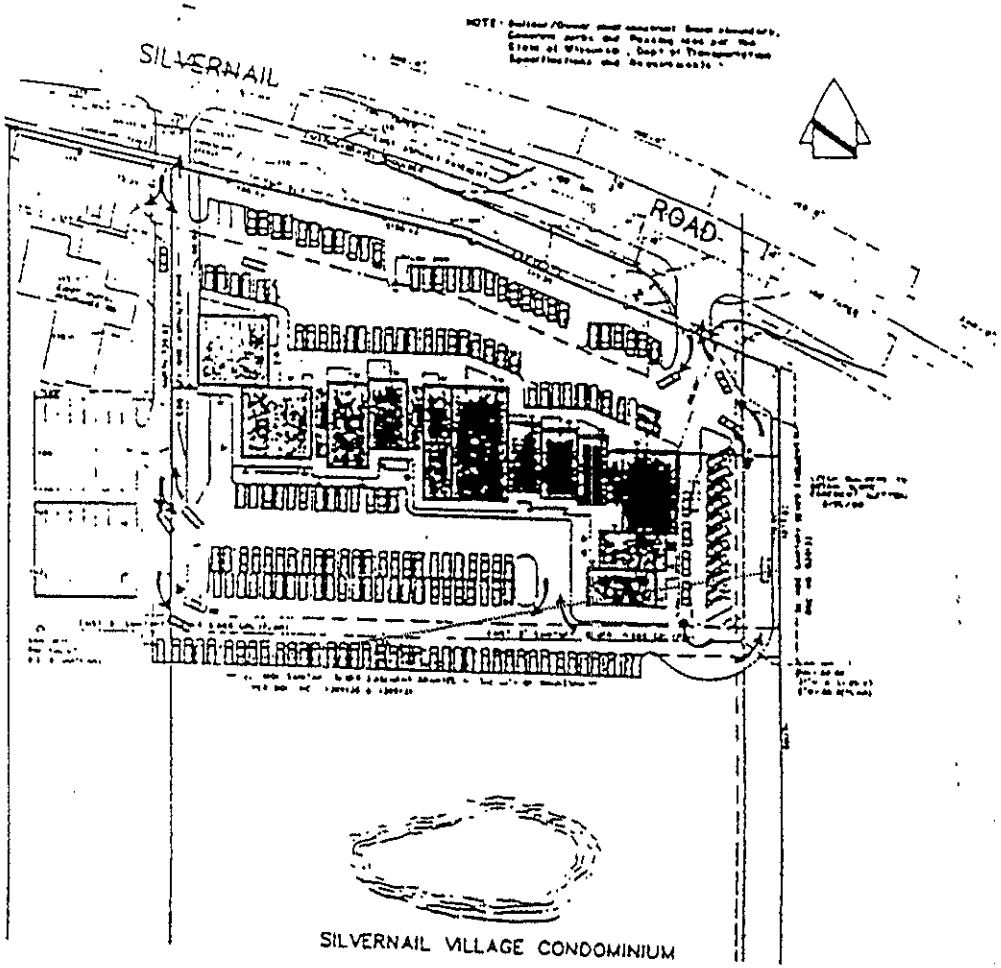
DESIGN DATA

PROJECT ADDRESS	[illegible]
ZONING INFORMATION	
Zoning Ordinance	City of Waukesha PUD 3.3
Use	Shopping Center
Lot Area	123,378 SF = 2.83 Acres
Front Yard	25.00' FT
Side Yard	75.00' FT
Rear Yard	50.00' FT
Height	42.00' FT
Parking Provided	176 Stalls
HCP Parking Provided	7 Stalls
BUILDING CODE INFORMATION	
Building Code	Wisconsin Administrative Code
Occupancy Group	M,A-2 Mercantile Buildings
Construction Type	2B Masonry / 6 Wood Frame
Automatic Sprinkler System	Throughout per NFPA at 13
Allowable Area	23,000 SF per Floor
Building Area	Upper Level 16,000 SF/Retail
	5,380 SF/Storage
	Lower Level 11,800 SF/Retail
	10,000 SF/Storage
	Total 43,400 SF

DIGGERS HOTLINE



WEST SILVERNAIL ROAD



SILVERNAIL VILLAGE CONDOMINIUM

LEGEND

SITE PLAN

JAHNKE & JAHNKE ASSOCIATES INC

SILVERNAIL VILLAGE SHOPPING CENTER

DE OLLOQUO & ASSOCIATES, INC

DATE

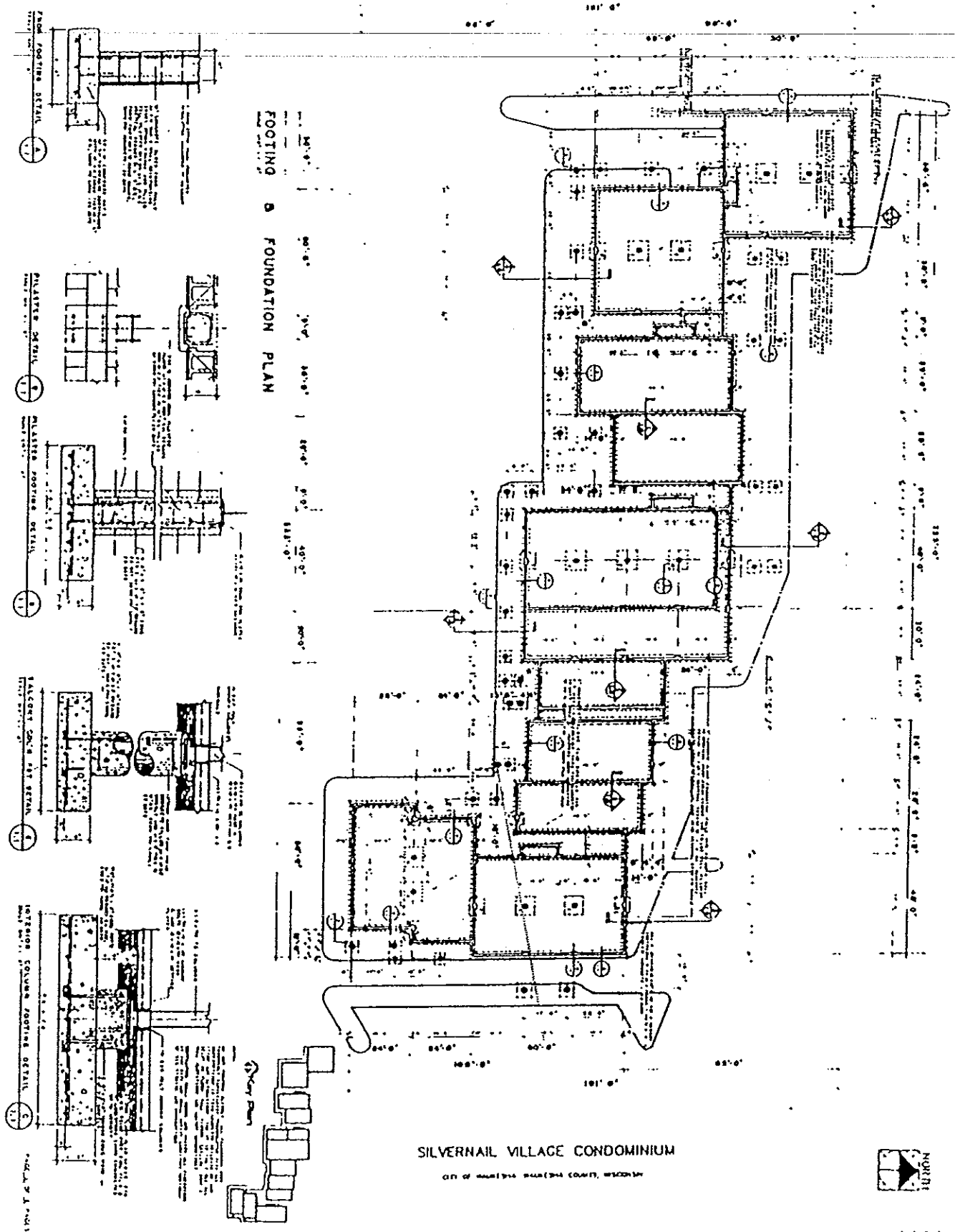
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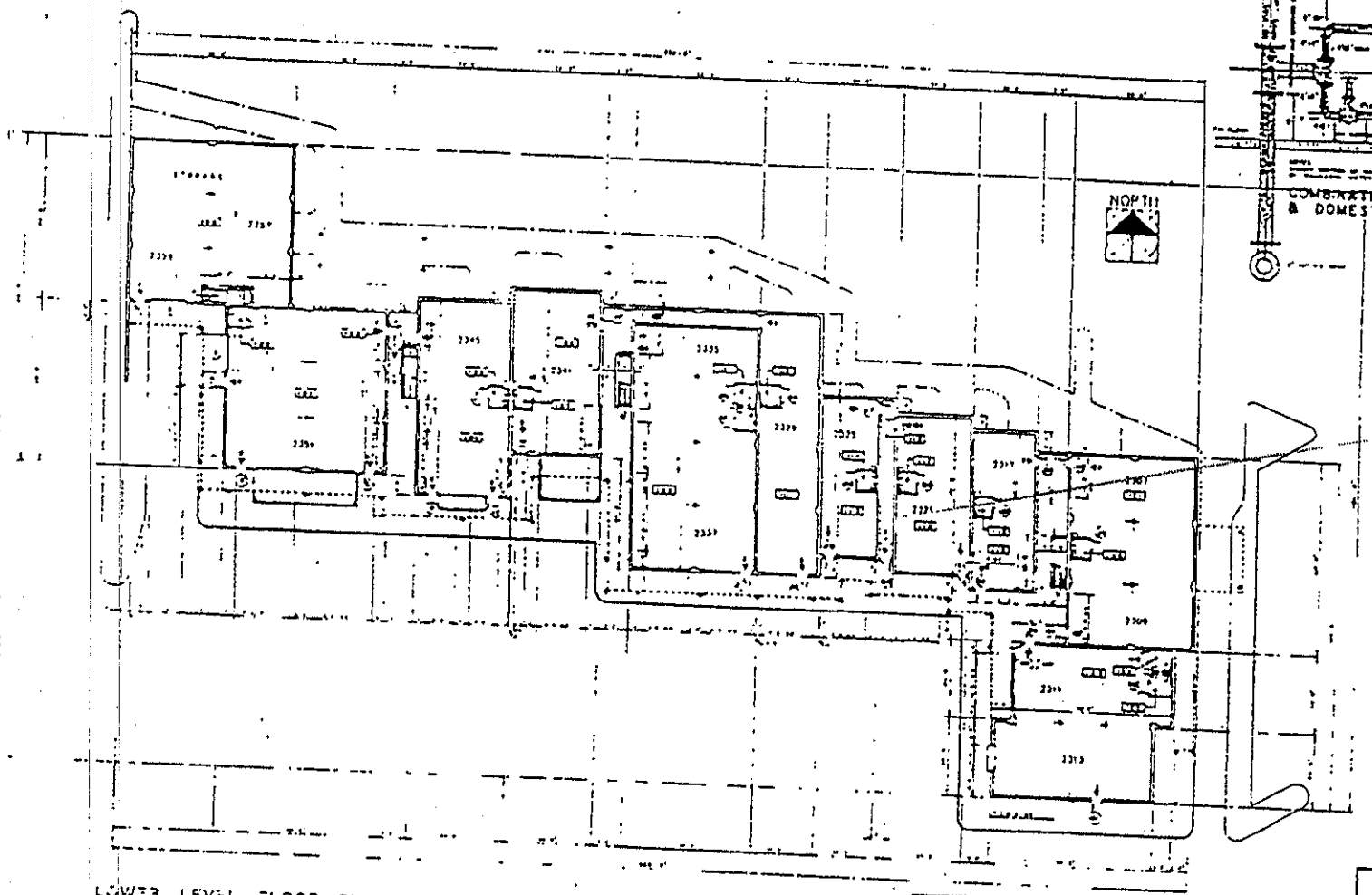
PROJECT

REGISTRATION

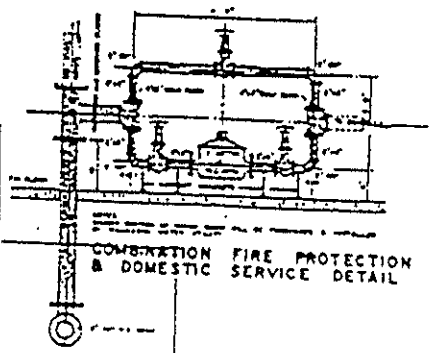
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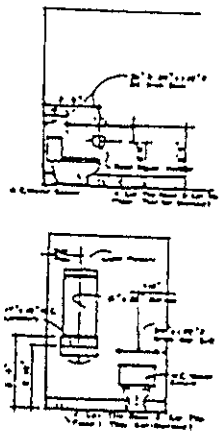

FOOTING & FOUNDATION PLAN
SILVERNAIL VILLAGE CONDOMINIUM
SILVERNAIL VILLAGE SHOPPING CENTER



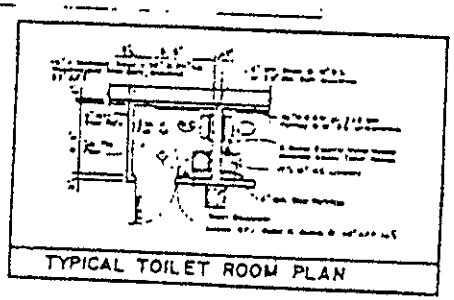
LOWER LEVEL FLOOR PLAN



COMBINATION FIRE PROTECTION & DOMESTIC SERVICE DETAIL



TOILET ELEVATIONS



TYPICAL TOILET ROOM PLAN

DATE

REVISIONS

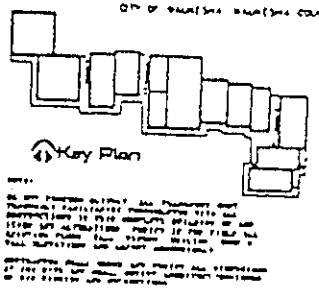
PROJECT

SILVERNAIL VILLAGE SHOPPING CENTER

WAUKESHA

REGISTRATION

SILVERNAIL VILLAGE CONDOMINIUM

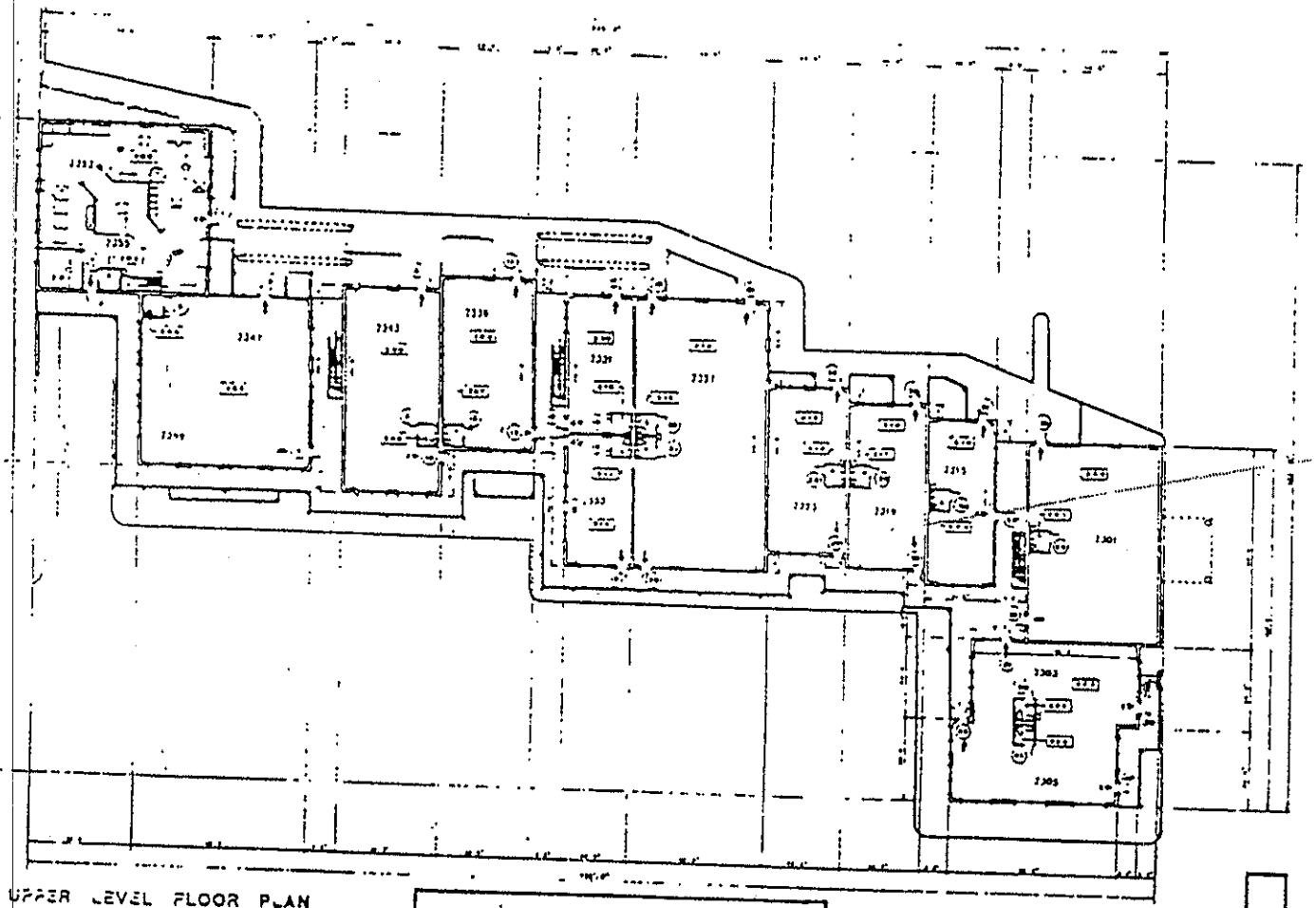


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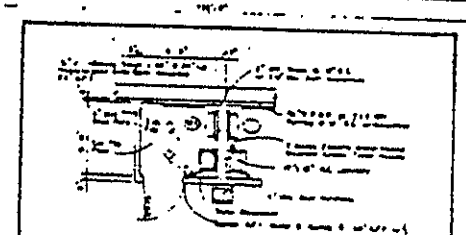
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1.2

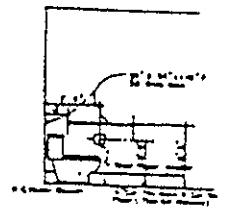


UPPER LEVEL FLOOR PLAN

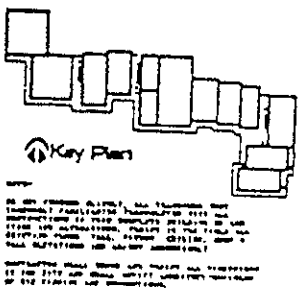


TYPICAL TOILET ROOM PLAN

SILVERNAIL VILLAGE CONDOMINIUM



TOILET ELEVATIONS



Key Plan

NORTH

DATE

REVISION

PROJECT

SILVERNAIL VILLAGE SHOPPING CENTER

REGISTRATION

PROJECT NO.

SHEET

1.3