

PRAIRIE PATHWAYS II CONDOMINIUMS

Village of Caledonia
Racine County, Wisconsin

DISCLOSURE MATERIALS

PRAIRIE PATHWAYS II CONDOMINIUMS

Village of Caledonia
Racine County, Wisconsin

Declarant / Seller: Newport Group, Ltd.
6949 Mariner Drive
Racine, Wisconsin 53406

- 1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.**
- 2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.**
- 3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.**

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The disclosure materials the declarant / seller is required by law to provide to each prospective condominium purchaser contains the following documents and exhibits:

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2.	DECLARATION / EXPANSION PLANS. The declaration establishes and describes the condominium, the units and the common elements. The declarant has reserved the right to expand the condominium in the future and a description of the plan for expansion and its effect on unit owners is described in the declaration. The declaration begins on page	iv
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5.	FLOOR PLANS AND PLAT OF SURVEY. The declarant / seller has provided floor plans of the units being offered for sale and a plat of survey of the condominium which shows the location of the unit you are considering and all facilities and common elements which are part of the Condominium. The floor plans and plat of survey are set forth in the condominium plat which begins on page	xi
6.	ARTICLES OF INCORPORATION. The operation of the Condominium is governed by the Owners Association, of which each unit owner is a member. The powers, duties and operation of the Owners Association are specified in the Articles of Incorporation. The Articles of Incorporation begin on page	xii
7.	SUBDIVISION RESTRICTIONS. The Condominium is located with Prairie Pathways subdivision and, in addition to the matters set forth in the declaration and the bylaws of the owner's association, each unit and its owner are subject to the provisions contained in the recorded subdivision restrictions. A copy of the subdivision restrictions begins on page	xiii

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

The executive summary highlights for a buyer of a condominium unit essential information regarding the condominium.

1. CONDOMINIUM IDENTIFICATION. The name of the condominium is Prairie Pathways II Condominiums. The condominium is located in the Village of Caledonia, Racine County, Wisconsin.
2. EXPANSION PLANS. There are no plans to add additional real estate and units to the condominium.
3. GOVERNANCE. The name of the condominium association is Prairie Pathways II Condominiums Owner's Association, Inc. The address of the association is 6949 Mariner Drive, Racine, Wisconsin 53406. The association is self managed and general questions regarding the condominium and the association may be addressed to the registered agent for the corporation. The name and address of the registered agent is: Raymond C. Leffler, 6949 Mariner Drive, Racine, Wisconsin 53406. The telephone number of the registered agent is: (262) 898-7777.
4. SPECIAL AMENITIES. The common elements of the condominium include portions of a conservation easement. The owners association and other subdivision owners will maintain the easement. The cost of such maintenance will be a common expense to the unit owners and other subdivision lot owners. Unit owners are directed to review the recorded subdivision restrictions for Prairie Pathways Subdivision for further information relating to the use and maintenance of the conservation areas.
5. MAINTENANCE AND REPAIR OF UNITS. Each unit owner shall repair and maintain his unit, at his own expense, as specified in Article V, Section 11(a) of the bylaws of the owner's association.
6. MAINTENANCE, REPAIR, AND REPLACEMENT OF COMMON ELEMENTS. The owner's association, acting through its board of directors, shall repair and maintain the common and limited common elements as specified in Article V, Section 11(b) of the bylaws of the owner's association. Repairs and replacements will be funded from unit owner assessments and reserve funds.
7. RENTAL OF UNITS. Unit owners may rent their units. In renting a unit, the unit owner shall comply with Article VII, Section 5 of the bylaws of the owner's association and applicable Wisconsin state law.
8. UNIT ALTERATIONS. Subject to the provisions of Article V, Section 14 of the bylaws of the owners association, a unit owner may make additions, improvements or alterations within the unit which do not impair the structural integrity or lessen the support of any portion of the property.

9. PARKING. Each unit shall include parking space in the garage which is attached to, and included as a part of, the unit. There is no charge for parking.
10. PETS. Dogs, cats and other household pets may be kept within a unit. The rules relating to pets are set forth in Article V, Section 12(f) of the bylaws of the owners association and in the recorded subdivision restrictions for Prairie Pathways Subdivision.
11. RESERVES. The Declarant has established a statutory reserve account for the condominium under Section 703.163, Wisconsin Statutes. This account will provide funds for repairs and replacement of the common elements. The current status of the reserve account is specified in the budget for the owners association.
12. FEES ON NEW UNITS. During the period in which the Declarant shall have control of the owner's association, each unit owner, other than the Declarant, shall pay a fractional share of the common expenses represented by the number "1" divided by the total number of units included in the condominium and the Declarant shall pay the balance of the common expenses. At such time as the unit owners shall take control of the owner's association, each unit owner, including the Declarant for tenant occupied units owned by the Declarant, shall pay a fractional share of the common expenses represented by the number "1" divided by the total number of units for which occupancy permits have been issued and which have been at any time occupied by anyone other than the Declarant. At such time as occupancy permits have been issued for all units in the condominium, the owner of each unit, including the Declarant for tenant occupied units owned by the Declarant, shall pay a fractional percentage of the common expenses represented by the number "1" divided by the total number of units included in the Condominium. Notwithstanding the foregoing, at no time shall the Declarant be liable for common expenses for any unit which an occupancy permit has not been issued. For purposes of the calculations defined in this Section 14, the term "unit" shall not include any expansion unit which has not been included within the condominium by the declaration or any amendment thereto. Pursuant to the provisions of Section 703.163(b), Wisconsin Statutes, the Declarant shall be liable for statutory reserve fund payments for all units owned by the Declarant for which occupancy permits have been issued.
13. AMENDMENTS. A unit purchaser's rights and responsibilities may be altered by an amendment of the declaration or bylaws. The declaration may be amended by the Declarant and/or the unit owners as set forth in Section 11 of the Declaration. The bylaws may be amended by the unit owners as set forth in Article XIII of the bylaws of the owners association.
14. OTHER RESTRICTIONS OR FEATURES. None at this time.

DECLARATION

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DECLARATION OF CONDOMINIUM
FOR
PRAIRIE PATHWAYS II CONDOMINIUM

The Newport Group, Ltd., a Wisconsin business corporation, ("Declarant"), hereby declares that the real estate described in Section 1 of this Declaration ("Declaration") is owned by the Declarant and is subject to the Wisconsin Condominium Ownership Act ("Act"). The real estate and all the buildings and the other improvements located on the real estate shall be known and described as Prairie Pathways II Condominium ("Condominium"). The address of the Condominium is set forth in **Exhibit A** which is attached to this Declaration and incorporated by reference herein

1. DESCRIPTION OF LAND

The land which is the subject of this Declaration and upon which the buildings and improvements are and will be located is in the Village of Caledonia, Racine County, Wisconsin, and is more particularly described in **Exhibit B** attached to this Declaration.

2. DEFINITIONS

Unless otherwise specifically stated, the following terms as used in this Declaration shall be defined as follows:

A. "Association" shall mean the Prairie Pathways II Condominium Owners Association, Inc., a corporation formed under Chapter 181, Wisconsin Statutes, its successors and assigns.

B. "Common Elements" shall generally refer to all common areas and facilities contained within the Condominium, but excluding the Units.

C. "Declarant" shall mean The Newport Group, Ltd., its successors and assigns.

D. "Limited Common Elements" shall mean those common elements which are reserved in this Declaration for the exclusive use of a Unit Owner.

E. "Mortgagee" shall mean any person named as a Mortgagee under any mortgage under which the interest of any Owner is encumbered. This term shall also include land contract vendors, but shall not include any person holding such land contract vendor's interest merely as security.

F. "Owner" shall mean the owner of record, whether one or more natural persons or entities, of any Unit. This term shall include land contract vendees, but shall not include any person holding such vendee's interest merely as security. The term "Owner" have the same meaning as "Unit Owner".

G. "Unit" shall mean a part of the condominium consisting of one or more cubicles of air on one or more levels of space in a residential building including the attached garage space, any basement space, and all facilities and improvements, bounded as set forth in the Declaration.

3. DESCRIPTION OF IMPROVEMENTS

The Declarant intends to construct improvements on the real estate which is the subject of this Declaration as follows:

A. Six buildings, each containing two Units, attached garage spaces and basements, will be constructed as shown on the Condominium Plat and Floor Plans attached to this Declaration as **Exhibit C**.

B. The buildings will contain Units which will be of four different types and which shall include space in an attached garage, and in a basement. The Units are generally described as follows: The Abbey "A" Units are two bedroom, two bathroom ranch style Units which contain approximately 1,608 square feet of living space on the main level and which include a two car attached garage and a full basement; The Abbey "B" Units are two bedroom, two bathroom ranch style Units which contain approximately 1,635 square feet of living space on the main level and which include a two car attached garage and a full basement; The Bayhill "35" Units are two bedroom, two bathroom ranch style Units which contain approximately 1,608 square feet of living space on the main level and which include a two car attached garage and a full basement; The Bayhill "174" Units are two bedroom, two bathroom ranch style Units which contain approximately 1,635 square feet of living space on the main level and which include a two car attached garage and a full basement; all as described in Section 4 of this Declaration and the Condominium Plat and Floor Plans attached to this Declaration as **Exhibit C**. The physical boundaries of each Unit, including any basement space which is part of the Unit, the attached garage space and the stairway serving the Unit, regardless of type, are as described in Section 4 of this Declaration. The buildings in which the Units are located contain one story above grade. Units will contain space on the main level and in the basement. The horizontal and vertical boundaries set forth in Section 4 of this Declaration shall be applied separately to each level of the building. The building will be constructed principally of concrete foundations and concrete footings, wood frames, vinyl, brick, aluminum or other low maintenance exteriors and wood and concrete

floors. The roofs are asphalt shingle. Each Unit is connected to the municipal water and sanitary sewer system. All utilities for each Unit shall be separately metered. Each Unit has an individual hot water heater and individual heating and air conditioning systems. Units may contain a fireplace.

4. DESCRIPTION OF UNITS

A. The Condominium shall consist of twelve residential Units contained in six buildings. Each Unit shall include space in an attached garage and space in a basement. Each Unit has a numeric designation. The approximate area, location, common walls and immediate common area to which the Units have access are shown on the survey and floor plans attached to this Declaration as exhibits. Working drawings and general specifications for the Units are on file at the office of the Declarant, 6949 Mariner Drive, Racine, Wisconsin 53406.

B. The boundaries of each Unit, including attached garage spaces and stairways, shall consist of that part of the cubic area of the residential building enclosed as follows:

(1) Horizontal Boundaries:

(a) The upper horizontal boundaries for that portion of each Unit which is located on the main level above grade of the building; all attached garage spaces; and all stairways, shall be the plane of the undecorated finished drywall ceiling as extended to an intersection with the vertical boundaries;

(b) The upper horizontal boundaries of the basement space in each Unit shall be the plane of the bottom of the first floor trusses or joists and extended to an intersection with the vertical boundaries;

(c) The lower horizontal boundaries of each Unit, including the basement, attached garage space and stairways, shall be the plane of the undecorated finished floor extended to an intersection with the vertical boundaries.

(2) Vertical Boundaries:

(a) The vertical boundaries for that portion of each Unit which is located on the first and second levels above grade of the building; all attached garage space and stairways shall be the plane of the undecorated finished drywall on the interior of the perimeter walls as extended to intersections with each other and with the upper and lower boundaries.

(b) The vertical boundaries of the basement level of each Unit shall be the interior plane of the undecorated perimeter walls as extended to intersections with each other and with the upper and lower boundaries.

C. Each Unit shall include the inner surfaces of the finished walls, ceilings and floors, but shall not include the drywall, subfloors or basement foundation walls and floor slabs. Windows, window cranks and operating components, window moldings, window frames and doors (including all glass in windows and doors, but excepting the exterior surface of the garage door), and exterior courtesy lighting, shall be included as part of a Unit and maintained by the Unit owner.

D. All components of the fireplace and fireplace vent, if any; the sump pump, if any; the heating and air conditioning systems (including exterior condensers); the water heater; components and wiring of intercom or doorbell systems; and the smoke detectors in each Unit shall be considered part of the Unit and repaired and maintained by and at the expense of the owner of the Unit served by such systems and equipment. All plumbing fixtures shall be maintained by the Unit Owner making use of such fixtures and each Unit Owner shall be responsible for removal of blockages in the sewer pipes which serve that owner's Unit.

E. If any portion of the common or limited common elements shall encroach upon any Unit or upon a portion of the common or limited common elements as a result of the construction, reconstruction or repair of the building, or as a result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. The existing physical boundaries of a Unit or common elements constructed or reconstructed in substantial conformity with the condominium plat shall be conclusively presumed to be the boundaries of the Unit, regardless of the shifting, settlement or lateral movement of the building and regardless of minor variations between the physical boundaries described in this Declaration or shown on the condominium plat and the existing physical boundaries of any such Unit or common element.

F. A limited easement is herewith reserved for each Unit Owner to allow decoration of the perimeter boundaries of the Unit and the attachment of fasteners thereto. Each Unit Owner shall have the right to paint or otherwise finish the interior walls, ceilings and floors of his Unit and to attach fasteners thereto which encroach into the common elements. No modification of a Unit or the adjacent common elements shall be permitted if the same shall affect the structural integrity of the building or interfere with the rights of other Unit Owners. Further, each Unit Owner making modifications to his Unit shall be liable for any damage to the common elements which results from such modification. A Unit Owner may not paint or otherwise decorate, adorn or change the appearance of the exterior of the building or any common or limited common element, unless such proposed modification has been approved in writing, in advance, by the Board of Directors of the Owner's Association.

5. DESCRIPTION OF COMMON ELEMENTS

The common elements shall include, but not be limited to the following:

- A. Land within the Condominium, including, without limitation: green space; common mailbox facilities, and landscaping;
- B. The exterior face of the garage door and all structural components of the building, including basement foundations, basement concrete floors, and all walls, ceilings and floors, other than those components which are specifically included in each Unit by this Declaration;
- C. All components of plumbing, electrical, telephonic and cable television systems located within the common elements, other than those components which are specifically included in each Unit by this Declaration;
- D. Site signage;
- E. Other than as excluded above, all components of the sewer, water and/or electrical systems serving the common areas;
- F. All other parts of the Condominium, necessary or convenient to its existence, maintenance and safety, or normally in common use as of the date of recordation of this Declaration.

6. DESCRIPTION OF THE LIMITED COMMON ELEMENTS

The porches, patios, sidewalks and driveways which are adjacent to each Unit, as indicated on **Exhibit C** attached hereto, are limited common elements which are permanently assigned to and limited to the use of Units to which they are attached ("limited common elements").

7. UNIT VALUE: COMMON ELEMENT OWNERSHIP AND VOTING

Each Unit and its owner shall have a 1/12 undivided interest in common with all other Units and Unit owners in the common and limited common elements, and shall have one vote in matters relating to the Association. The Declarant recognizes that there are variances in the Units which relate to value; however, after careful consideration of the factors relevant to maintenance, replacement and value, the Declarant believes that the foregoing formula

of ownership and voting is fair and equitable as well as the most efficient for purpose of administration.

8. USE OF UNITS

A. All Units are intended for and shall be restricted to use by the owner, the owner's family, lessees, invitees and frequenters, for residential purposes only. The buildings containing the Units are intended for and restricted to use for residential purposes only. A Unit may be rented or leased provided that the Unit Owner and tenant shall comply with the requirements of the Declaration, the Bylaws of the Association and the Act. No Unit Owner may lease or rent his Unit for a term of less than six (6) months. Each lease or rental agreement shall require the tenant to comply with the Declaration, the Bylaws of the Association, rules and regulations adopted by the Association or pursuant to the Bylaws, if any, and the Act. A copy of each such lease or rental agreement shall be provided to the Association prior to the tenant taking occupancy of the Unit.

B. The garage spaces which are included as part of the Units are intended for and shall be restricted to the use by the owner, the owner's family, lessees, invitees and frequenters for storage of personal property and parking of private automobiles. Garages may not be used for any commercial purpose. Use of the garages may be further regulated by the rules and regulations and bylaws of the Association, ("Bylaws"). Each garage is considered to be a part of the Unit to which it is attached. No garage may be transferred or otherwise conveyed unless the transfer or conveyance involves the transfer or conveyance of the Unit to which the garage is attached.

C. Notwithstanding the foregoing, the Declarant shall have the rights with respect to Unit and garage use reserved to Declarant in Section 20(B) of this Declaration.

9. SERVICE OF PROCESS

The resident agent for the Condominium shall be The Newport Group, Ltd., a Wisconsin business corporation. Service of process shall be made upon the Declarant at 6949 Mariner Drive, Racine, Wisconsin 53406 as to matters provided for in the 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 of the Association.

10. DAMAGE OR DESTRUCTION

In the event the Condominium is destroyed or damaged in an amount in excess of \$10,000.00 and insurance proceeds together with an amount not exceeding \$10,000.00 are insufficient to complete repair and construction, action by the Association by a vote of a majority of Unit Owners, as defined in the Bylaws, taken within 90 days after the damage or destruction, shall be necessary to determine to repair or reconstruct the Condominium as more fully described in Section 3, Article 5 of the Bylaws. Damage or destruction to a lesser extent, and to a greater extent if insurance proceeds (together with an amount not exceeding \$10,000.00) are sufficient to complete repair and reconstruction, shall be repaired and reconstructed pursuant to arrangement by the Board of Directors of the Association ("Board of Directors") as provided in that section of the Bylaws.

11. AMENDMENT OF DECLARATION

A. This Declaration may be amended by affirmative vote of at least 75% of the aggregate total of the votes established under Section 7 of this Declaration. A Unit Owner's vote or written consent is not effective unless it is approved by the mortgagee of the Unit or the holder of an equivalent security interest in the Unit, if any.

B. This Declaration may also be amended by Declarant to interchange the types of Units, and to modify the design of any Unit, prior to the actual conveyance of any such Unit and to change location of the parking space serving a building prior to the initial conveyance of any Unit in the building. The Unit Owners, by acceptance of a condominium deed to a Unit, consent to the interchange of the type Units and the relocation of parking space as provided in this Section 11(B) and appoint Declarant and Declarant's successors and assigns as attorney in fact with irrevocable power coupled with an interest to execute and deliver an amendment in accordance with these provisions.

12. ADDITIONAL RIGHTS OF LENDERS

A. As to the holder of any mortgage and as to any land contract vendor ("mortgagee") of a Unit which has notified the Association in writing delivered or mailed by certified mail to the place of service of process stated in Section 9 of this Declaration that it desires to receive notice of the following matters:

(1) The Board of Directors shall give the lender written notice by mail of the call of any meeting of the Board of Directors or membership of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the Bylaws;

(2) The Board of Directors shall give the lender by mail a copy of the notice of default which is given to any Unit owner on any failure to comply with or violation of any of the provisions of this Declaration, the Articles or the Bylaws and rules and regulations, at the time of notice to any Unit owner; and

(3) The Board of Directors shall notify the lender of physical damage to structure, fixtures or equipment of a Unit in an amount exceeding \$2,500.00 when such damage is known to the Board of Directors and shall notify all lenders if common elements of the Condominium are damaged in an amount exceeding \$10,000.00 or if the common elements become the subject of condemnation or eminent domain proceedings.

B. Unless all affected lenders have given their prior written approval, the Association shall not:

(1) Change the undivided percentage interest in the common elements of the Condominium relating to the Unit, unless such change is made pursuant to an expansion of the Condominium as permitted herein;

(2) Partition or subdivide any Unit or abandon, partition, subdivide, encumber, or convey the common elements of the Condominium (granting of easements for public utilities excepted);

(3) By act or omission seek to abandon the Condominium status of the Condominium except as provided in Section 10 of this Declaration in case of substantial damage to or destruction of the Condominium;

(4) Use hazard insurance proceeds for losses to the Condominium property for other than the repair of the property, except as authorized by law.

C. Notwithstanding Section 11 of this Declaration, this Section 12 shall not be amended unless all lenders have given their prior written approval.

13. PAYMENT OF COMMON EXPENSES

During the period in which the Declarant shall have control of the Association, each Unit Owner, other than the Declarant, shall pay a fractional share of the total common expenses represented by the number "1" divided by the total number of Units included in the Condominium and the Declarant shall pay the balance of the common expenses. At such time as the Unit Owners shall take control of the Association, each Unit Owner, including the Declarant for Units owned by the Declarant, shall pay a fractional share of the common

expenses represented by the number "1" divided by the total number of Units for which occupancy permits have been issued. At such time as occupancy permits have been issued for all Units in the Condominium, the Owner of each Unit, including the Declarant for Units owned by the Declarant, shall pay a fractional percentage of the common expenses represented by the number "1" divided by the total number of Units included in the Condominium. At no time shall the Declarant be liable for any common expense regarding any Unit for which an occupancy permit has not been issued. Each Unit Owner shall pay common expenses on a monthly basis as required by the Bylaws.

14. EASEMENTS / RESTRICTIONS

Unit Owners are notified of the existence of various easements and restrictive covenants which affect the Condominium. The location and extent of the easements, and the restrictions relating to use, are detailed on the Condominium Plat and other documents of record with the office of the Register of Deeds for Racine County, Wisconsin.

15. SATELLITE DISHES

Satellite dishes and similar technology for the reception of television and other signals shall only be placed in and upon the common elements at locations to be determined by the Declarant, until the first meeting of the Association, and thereafter by the Board of Directors. Any Unit Owner who causes any such technology to be installed or maintained in or upon the common elements shall be liable for all damage to the common elements by reason of such installation and that Unit Owner shall be further liable for all costs related to the restoration of the common elements at such time as the technology is removed. The Declarant reserves for itself and the Board of Directors the right to establish regulations relating to any such installation. In the event that a Unit Owner desires to sell a Unit which includes technology described in this Section 15, that Unit Owner shall either provide the Board of Directors with the purchaser's written acknowledgment of the provisions of this section or remove the technology from the common elements prior to conveyance of the Unit to the purchaser.

16. MAIL SERVICE

The United States Postal Service requires that all mailboxes for the Condominium be located at one or more common mailbox facilities. The common mailbox facilities will be located within the common area of the Condominium at locations to be determined by the United States Postal Service. Each common mailbox facility will be maintained by the Association. Each owner is directed to review the Rules and Regulations of the Association for additional specific requirements with respect to the common mail facility which serves that owner's Unit.

17. BASEMENT USE

Subject to the terms of this Declaration, the Act, and the Rules and Regulations established for the Condominium, Unit owners may finish and use the basement space which is part of the Unit, provided that any such work must be in compliance with all applicable municipal and state building codes. Notwithstanding the foregoing, notice is hereby given that applicable Village of Caledonia ordinances and the laws of the State of Wisconsin prohibit the construction of bedrooms in the basement space.

18. VISION CORNERS, EASEMENTS

Unit Owners are notified that various portions of the common elements are subject to "vision corner" restrictions relating to adjacent public highways. Unit Owners are further notified of the existence of various easements affecting the common and limited common elements. The location and extent of the vision corner and other easements are detailed on the Condominium Plat and other documents of record with the office of the Register of Deeds for Racine County, Wisconsin.

19. CONSERVATION EASEMENT / SUBDIVISION OUTLOT MAINTENANCE

The Condominium is located within Prairie Pathways (the "Subdivision"), a platted subdivision located in the Village of Caledonia, Racine County, Wisconsin. Owners of Units in the Condominium are also members of the Prairie Pathways Owners Association. The Subdivision includes platted Outlot areas which have been subjected to a conservation easement. The Lots and Outlots in the Subdivision, including the Lots which within the Condominium, have been subjected to restrictive covenants and a stewardship plan which control the use and maintenance of the Lots and Outlots. The conservation easement and the restrictive covenants have been recorded in the office of the Register of Deeds for Racine County, Wisconsin. The Outlot areas of the Subdivision will be maintained by the Prairie Pathways Owners Association, and each Unit Owner, as a member of that association, will pay a proportionate share of the cost of the Outlot maintenance and other costs relating to compliance with the conservation easement and stewardship plan.

20. FURTHER MATTERS

A. All present and future Owners of Units, tenants of those Owners and any other occupants of Units, employees of Owners, or any other persons who in any manner use or come upon the Condominium or any part of the Condominium shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation of the Association ("Articles") and the Bylaws and rules and regulations adopted pursuant to those

instruments, as those 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 part of any Unit shall constitute an acceptance by the Owner, tenant or occupant of the provisions of those instruments, as they may be amended from time to time. The provisions contained in the instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though the provisions were recited and fully stipulated in each deed, conveyance or lease. The enforcement may be by such judicial proceedings as the Board of Directors may deem appropriate as well as by provisions of the Act.

B. Until such time as all Units have been conveyed to third party purchasers, the Declarant reserves the right use one or more of the Units or garage spaces within any Unit it owns to be maintained as a model and office and to display any models and the common elements of the Condominium for purposes of selling Units in the Condominium, together with appropriate signage located in the common elements identifying the Declarant and its agents and locating and giving any information regarding any model and the office.

C. Rules and regulations (in addition to the Bylaws) concerning the use of the Units and the common and limited common elements, including provisions limiting keeping of animals and other pets, may be established and amended by the Board of Directors. Copies of these rules and regulations shall be furnished by the Board of Directors to each Unit Owner prior to the effective date of the rules and regulations.

D. The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the right to grant to the Village of Caledonia, 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, cable television, and for other purposes; for sewer, storm water drains, gas mains, water pipes and mains, and similar service, and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. These easements and rights-of-way shall be confined, so far as possible, in underground pipes or conduits, with the necessary rights of ingress and egress and the rights to do whatever may be necessary to carry out the purposes for which this easement is created.

(The balance of this page left intentionally blank - signature page follows)

EXHIBIT A

<u>Unit #</u>	<u>Address:</u>
1	3952 Scenic Way, Caledonia, Wisconsin 53108
2	3954 Scenic Way, Caledonia, Wisconsin 53108
3	3958 Scenic Way, Caledonia, Wisconsin 53108
4	3960 Scenic Way, Caledonia, Wisconsin 53108
5	10502 Prairie Crossing Drive, Caledonia, Wisconsin 53108
6	10504 Prairie Crossing Drive, Caledonia, Wisconsin 53108
7	10508 Prairie Crossing Drive, Caledonia, Wisconsin 53108
8	10510 Prairie Crossing Drive, Caledonia, Wisconsin 53108
9	10205 Prairie Crossing Drive, Caledonia, Wisconsin 53108
10	10207 Prairie Crossing Drive, Caledonia, Wisconsin 53108
11	10215 Prairie Crossing Drive, Caledonia, Wisconsin 53108
12	10217 Prairie Crossing Drive, Caledonia, Wisconsin 53108

EXHIBIT B

Legal Description:

Lots 35, 162 and 174 in PRAIRIE PATHWAYS, together with a 12/300th interest in Outlots 1 through 16, excepting therefrom the West 14 feet of Outlot 7 and the West 14 feet of Outlot 9, PRAIRIE PATHWAYS, being a replat of PRAIRIE CROSSING, being all of Outlot 1 of Certified Survey Map No. 2609, being a part of the Northeast 1/4 and Southwest 1/4 of the Northwest 1/4, lands in the Northwest 1/4 of the Northwest 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 all in Section 33, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.

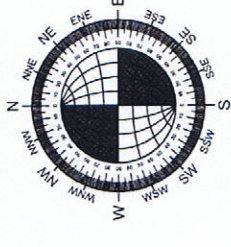
Final 7/8/14

EXHIBIT C

(Condominium Plat / Floor Plans)

Condominium Plat of PRAIRIE PATHWAYS II CONDOMINIUMS

BEARINGS REFER TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE



GRAPHIC SCALE
1 INCH = 200 FEET

SURVEYOR'S CERTIFICATE
STATE OF WISCONSIN
MILWAUKEE COUNTY) SS

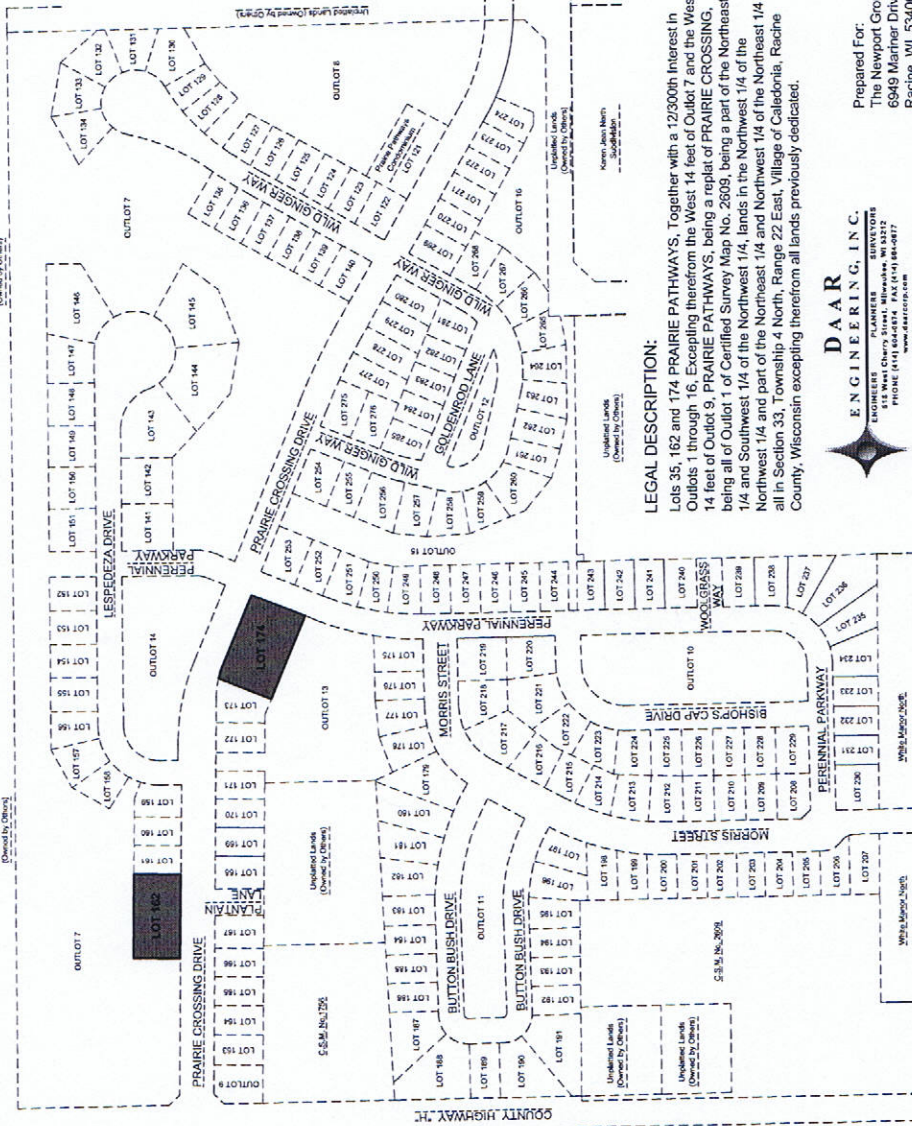
I, William R. Henrichs, Registered Land Surveyor, do hereby certify:
That I have surveyed and mapped all of Lots 35, 162 and 174 in PRAIRIE PATHWAYS, together with a 12300th interest in Outlots 1 through 16, Excepting therefrom the West 14 feet of Outlot 7 and the West 14 feet of Outlot 3, PRAIRIE PATHWAYS, being a replat of PRAIRIE CROSSING, being all of Outlot 1 of Certified Survey Map No. 2609, being a part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4, lands in the Northwest 1/4 of the Northeast 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 all in Section 33, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin excepting therefrom all lands previously dedicated.

This is a true and correct representation of PRAIRIE PATHWAYS II CONDOMINIUMS, a condominium and that the identification and location of each unit and the common elements can be determined from this plat.

June 23, 2014
Date
William R. Henrichs
Registered Land Surveyor, S-2419
Retiree: July 3, 2014



Job Number: 140155
June 23, 2014
Sheet 1 of 12 Sheets



Condominium Plat of PRAIRIE PATHWAYS II CONDOMINIUMS

LOT 162

NOTES:

- Some limited common elements are indicated by cross hatching (see legend). The limited common elements are shown with other limited common elements which could not be graphically shown in a feasible manner on sheets 3-5 of 12 sheets of the typical floor plans (sheets 6-11 of 12 sheets).
- The driveway, patio, porches, stoops, and/or sidewalks adjacent and/or contiguous to that unit are intended to service that unit.
- All dimensions are exterior dimensions, per building plan, and must be adjusted for interior dimensions.
- Dimensions may vary due to construction materials used.

Setback Requirements:
 Front Yard = 25.00'
 Side Yard = 17' Total
 With 8' Minimum
 Rear Yard = 25.00'

Addresses:

- Unit 5 - 10502 Prairie Crossing Drive, Franksville, WI 53126
- Unit 6 - 10504 Prairie Crossing Drive, Franksville, WI 53126
- Unit 7 - 10508 Prairie Crossing Drive, Franksville, WI 53126
- Unit 8 - 10510 Prairie Crossing Drive, Franksville, WI 53126

VISION CORNER EASEMENT RESTRICTION

Common areas in the Prairie Pathways II Condominiums shall be subject to vision corner easements and no access restrictions as set forth on the recorded condominium plat. No structure or plantings of any kind shall be permitted within a vision corner, except for necessary highway and traffic signs and public utilities. There shall be no vehicular access over any vision corner easement.

LEGAL DESCRIPTION:

Lots 35, 162 and 174 PRAIRIE PATHWAYS, Together with a 12/300th interest in Outlots 1 through 16, Excepting therefrom the West 14 feet of Outlot 7 and the West 14 feet of Outlot 9, PRAIRIE PATHWAYS, being a replat of PRAIRIE CROSSING, being all of Outlot 1 of Certified Survey Map No. 2609, being a part of the Northeast 1/4 and Southwest 1/4 of the Northwest 1/4, lands in the Northwest 1/4 of the Northwest 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 all in Section 33, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin excepting therefrom all lands previously dedicated.

Map Prepared by: William R. Henrichs, RLS S-2419



Prepared For:
 The Newport Group, Ltd.
 6949 Mariner Drive
 Racine, WI 53406
 262-888-7777

Job Number: 140155
 June 23, 2014
 Sheet 4 of 12 Sheets

REFERENCES REFER TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.



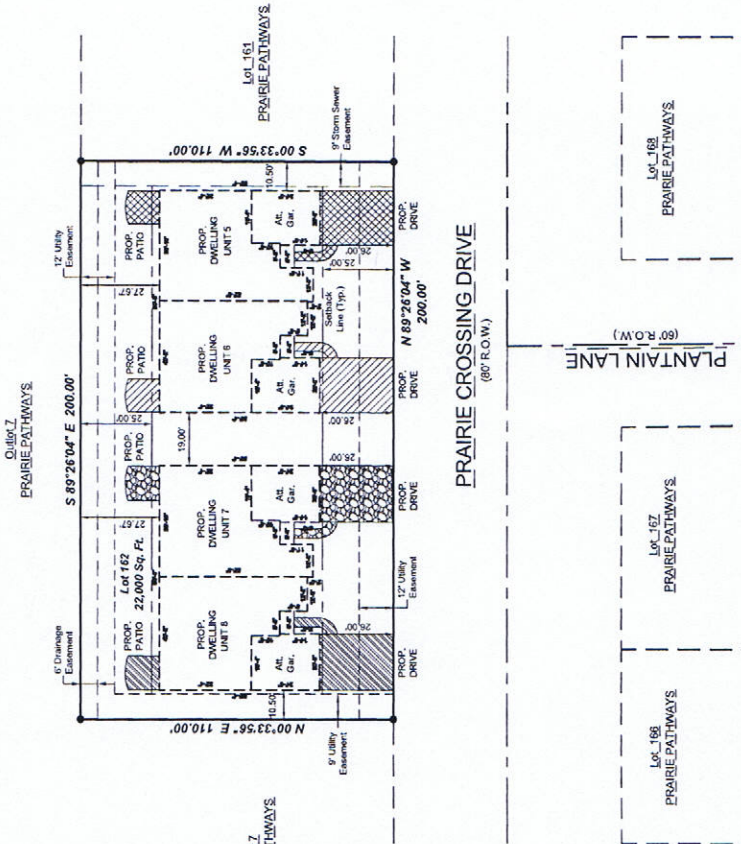
LEGEND:

- Denotes some limited common elements for Unit 5
- Denotes some limited common elements for Unit 6
- Denotes some limited common elements for Unit 7
- Denotes some limited common elements for Unit 8



June 23, 2014
 Revised July 3, 2014

William R. Henrichs



Condominium Plat of PRAIRIE PATHWAYS II CONDOMINIUMS

LOT 174

NOTES:

1. Some limited common elements are indicated by cross hatching (see legend). The common elements are shown in a similar manner with other limited common elements which could not be graphically shown in a feasible manner on sheets 3-5 of 12 sheets or the typical floor plans (sheets 6-11 of 12 sheets).
2. All dimensions are exterior dimensions, per building plan, and must be adjusted for interior dimensions.
3. Dimensions may vary due to construction materials used.

Setback Requirements:
 Front Yard = 25.00'
 Side Yard = 17' Total
 With 8' Minimum
 Rear Yard = 25.00'

Addresses:
 Unit 9 - 10205 Prairie Crossing Drive, Franksville, WI 53126
 Unit 10 - 10207 Prairie Crossing Drive, Franksville, WI 53126
 Unit 11 - 10215 Prairie Crossing Drive, Franksville, WI 53126
 Unit 12 - 10217 Prairie Crossing Drive, Franksville, WI 53126





VISION CORNER EASEMENT RESTRICTION

Common areas in the Prairie Pathways II Condominiums shall be subject to vision corner easements and no access restrictions as set forth on the recorded condominium plat. No structure or plantings of any kind shall be permitted within a vision corner, except for necessary highway and traffic signs and public utilities. There shall be no vehicular access over any vision corner easement.

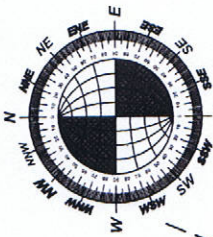
LEGAL DESCRIPTION:

Lots 35, 162 and 174 PRAIRIE PATHWAYS. Together with a 12300th interest in Outlots 1 through 16, Excepting therefrom the West 1/4 feet of Outlot 7 and the West 1/4 feet of Outlot 9, PRAIRIE PATHWAYS, being a replat of PRAIRIE CROSSING, being all of Outlot 1 of Certified Survey Map No. 2609, being a part of the Northeast 1/4 and Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 all in Section 33, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin excepting therefrom all lands previously dedicated.

LEGEND:

-  Denotes some limited common elements for Unit 9
-  Denotes some limited common elements for Unit 10
-  Denotes some limited common elements for Unit 11
-  Denotes some limited common elements for Unit 12

BEGINNINGS REFER TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE



GRAPHIC SCALE
 1 INCH = 30 FEET



June 23, 2014
 Revised July 3, 2014

William R. Henrichs
 Surveyor

Prepared For:
 The Newport Group, Ltd.
 6949 Mariner Drive
 Racine, WI 53406
 262-898-7777

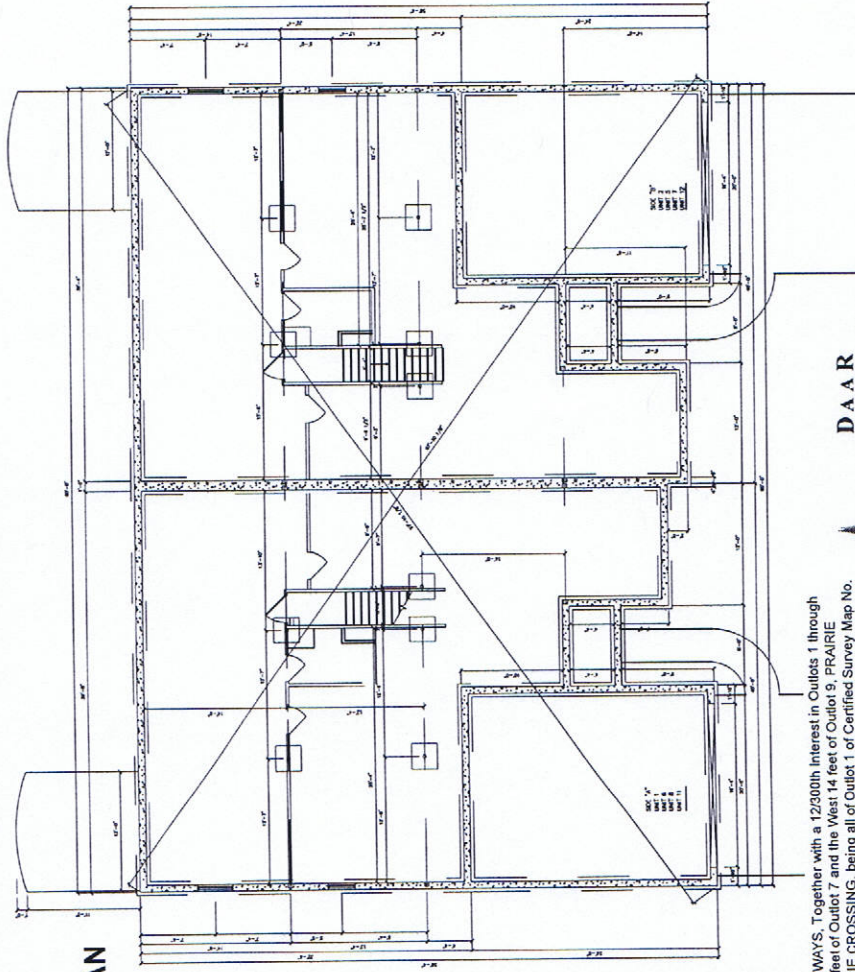
Job Number: 140155
 June 23, 2014
 Sheet 5 of 12 Sheets

DAAR
ENGINEERING, INC.
 ENGINEERING PROFESSIONAL SERVICE
 514 West Carey Street, Milwaukee, WI 53212
 PHONE (414) 844-8724 FAX (414) 844-8727
 www.daareng.com

Map Prepared by: William R. Henrichs, RLS S-2419

Condominium Plat of **PRAIRIE PATHWAYS II CONDOMINIUMS**

**THE ABBEY
FOUNDATION PLAN**



- LOT 35:
 - Unit 1
 - Unit 2
- LOT 162:
 - Unit 5
 - Unit 6
 - Unit 7
 - Unit 8
- LOT 174:
 - Unit 11
 - Unit 12

LEGAL DESCRIPTION:

Lots 35, 162 and 174 PRAIRIE PATHWAYS, Together with a 12300th interest in Outlots 1 through 16, Excepting therefrom the West 1/4 of Outlot 7 and the West 1/4 of Outlot 9, PRAIRIE PATHWAYS, being a replat of PRAIRIE CROSSING, being all of Outlot 1 of Certified Survey Map No. 2609, being a part of the Northeast 1/4 and Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4, all in Section 33, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin excepting therefrom all lands previously dedicated.



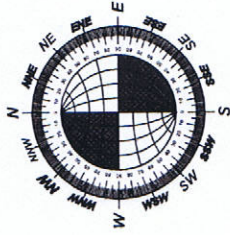
DAAR
ENGINEERING, INC.
ENGINEERS PLANNERS SURVEYORS
515 West Cherry Street, Milwaukee, WI 53212
PHONE (414) 854-0874 FAX (414) 854-0877
www.daar-engineering.com

Map Prepared by: William R. Henrichs, RLS S-2419

Prepared For:
The Newport Group, Ltd.
6949 Manner Drive
Racine, WI 53406
262-898-7777

Job Number: 140155
June 23, 2014
Sheet 6 of 12 Sheets

BEARINGS REFER TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.



NOT TO SCALE

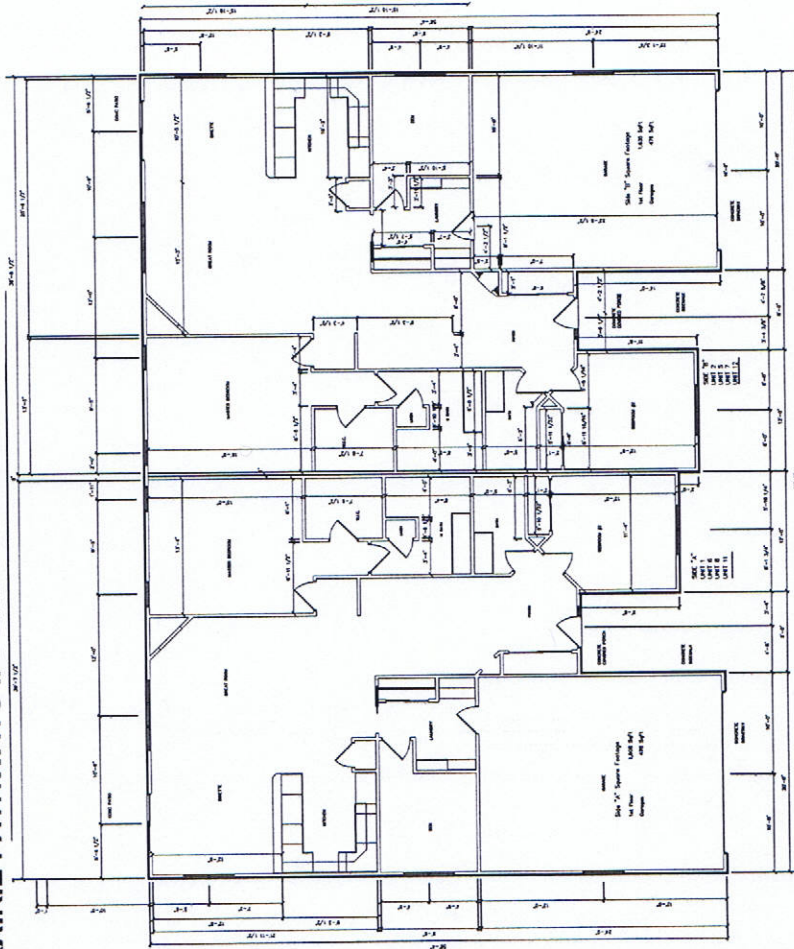


June 23, 2014
Revised July 3, 2014

William R. Henrichs

Condominium Plat of **PRAIRIE PATHWAYS II CONDOMINIUMS**

**THE ABBEY
FLOOR PLAN**

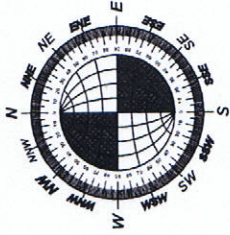


- LOT 35:
 - Unit 1
 - Unit 2
- LOT 162:
 - Unit 5
 - Unit 6
 - Unit 7
 - Unit 8
- LOT 174:
 - Unit 11
 - Unit 12

LEGAL DESCRIPTION:

Lois 35, 162 and 174 PRAIRIE PATHWAYS, Together with a 12/300th Interest in Outlots 1 through 16, Excepting therefrom the West 1/4 of Outlot 7 and the West 1/4 of Outlot 9, PRAIRIE PATHWAYS, being a replat of PRAIRIE CROSSING, being all of Outlot 1 of Certified Survey Map No. 2809, being a part of the Northeast 1/4 and Southwest 1/4 of the Northwest 1/4, lands in the Northwest 1/4 of the Northwest 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 all in Section 33, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin excepting therefrom all lands previously dedicated.

READINGS REFER TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.



NOT TO SCALE



June 23, 2014
Revised: July 3, 2014

William R. Henrichs

Prepared For:
The Newport Group, Ltd.
6949 Mariner Drive
Racine, WI 53406
262-898-7777

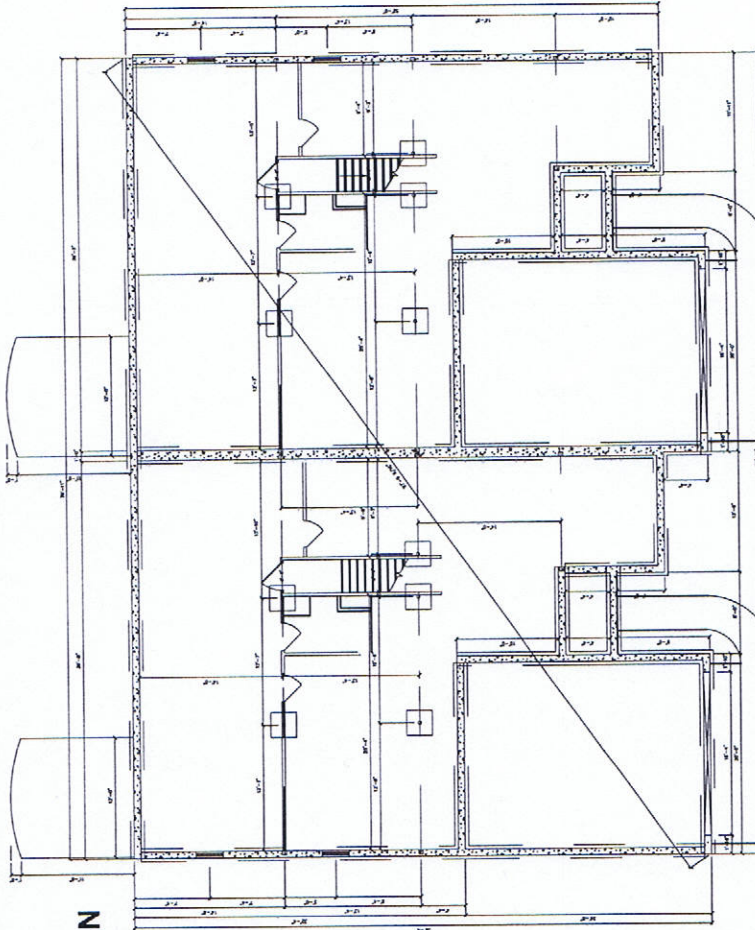


Map Prepared by: William R. Henrichs, RLS S-2419

Job Number: 140155
June 23, 2014
Sheet 7 of 12 Sheets

Condominium Plat of **PRAIRIE PATHWAYS II CONDOMINIUMS**

**THE BAYHILL 35
FOUNDATION PLAN**



LOT 35,
Unit 3
Unit 4

LEGAL DESCRIPTION:

Lots 35, 162 and 174 PRAIRIE PATHWAYS, Together with a 12/300th Interest in Outlots 1 through 16, Excepting therefrom the West 14 feet of Outlot 7 and the West 14 feet of Outlot 9, PRAIRIE PATHWAYS, being a replat of PRAIRIE CROSSING, being all of Outlot 1 of Certified Survey Map No. 2608, being a part of the Northeast 1/4 and Southwest 1/4 of the Northwest 1/4 of lands in the Northwest 1/4 of the Northwest 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 all in Section 33, Township 4 North, Range 22 East, Village of Calceonia, Racine County, Wisconsin excepting therefrom all lands previously dedicated.



Map Prepared by: William R. Henrichs, RLS S-2419

Prepared For:
The Newport Group, Ltd.
6949 Mariner Drive
Racine, WI 53406
262-898-7777

Job Number: 140155
June 23, 2014
Sheet 8 of 12 Sheets

BEARINGS REFER TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.



NOT TO SCALE

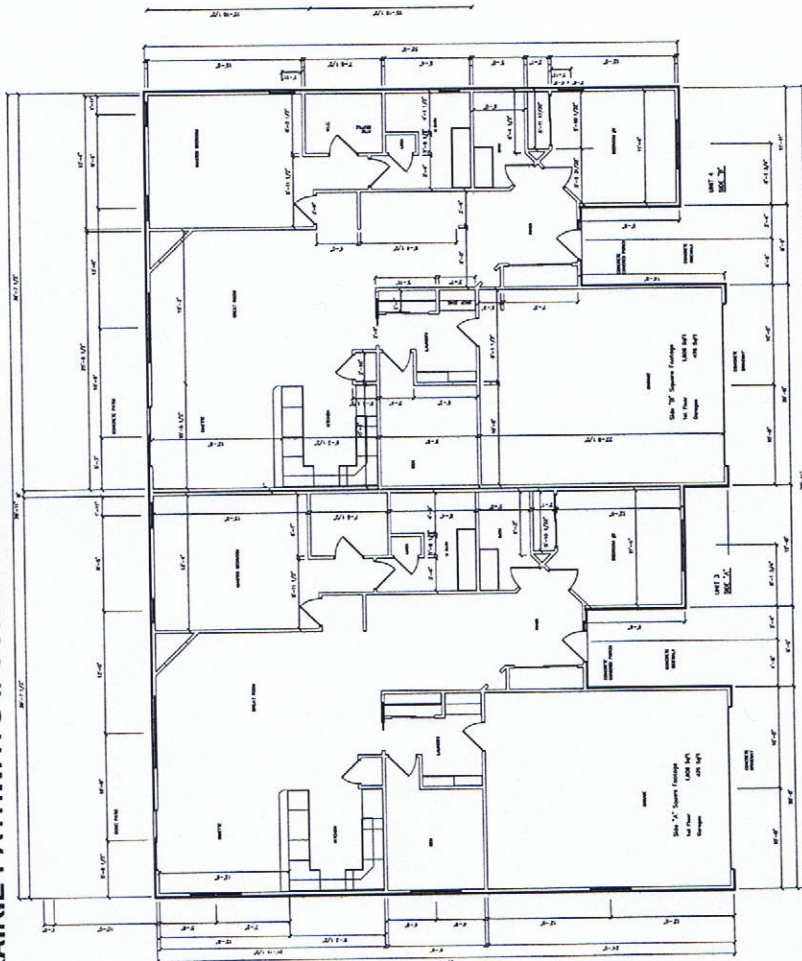


June 23, 2014
Revised July 3, 2014

William R. Henrichs

Condominium Plat of **PRAIRIE PATHWAYS II CONDOMINIUMS**

**THE BAYHILL 35
FLOOR PLAN**



LOT 35:
Unit 3
Unit 4

LEGAL DESCRIPTION:

Lots 35, 162 and 174 PRAIRIE PATHWAYS, Together with a 12/300th interest in Outlots 1 through 16, Excepting therefrom the West 1/4 of Outlet 7 and the West 1/4 of Outlet 9, PRAIRIE PATHWAYS, being a replat of PRAIRIE CROSSING, being all of Outlet 1 of Certified Survey Map No. 2609, being a part of the Northeast 1/4 and Southwest 1/4 of the Northwest 1/4 lands in the Northeast 1/4 of the Northwest 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 all in Section 33, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin excepting therefrom all lands previously dedicated.



Map Prepared by: William R. Henrichs, RLS S-2419

Prepared For:
The Newport Group, Ltd.
6949 Mariner Drive
Racine, WI 53406
262-898-7777

Job Number: 140155
June 23, 2014
Sheet 9 of 12 Sheets

READINGS REFER TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.



NOT TO SCALE

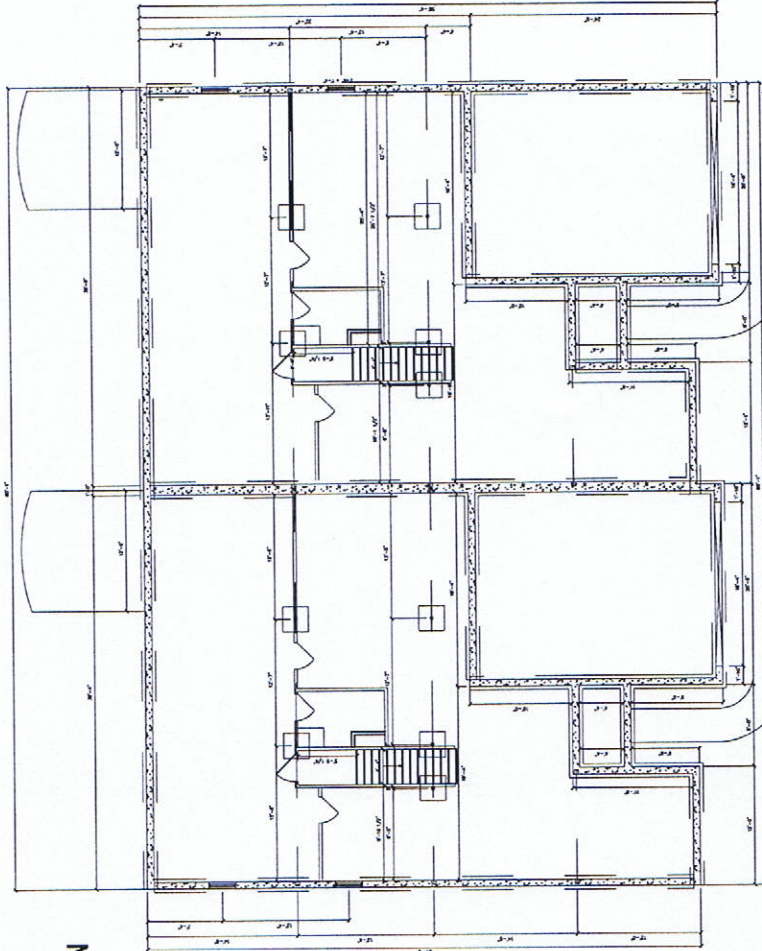


June 23, 2014
Revised July 3, 2014

William R. Henrichs

Condominium Plat of **PRAIRIE PATHWAYS II CONDOMINIUMS**

**THE BAYHILL 174
FOUNDATION PLAN**



LOT 174:
Unit 9
Unit 10

LEGAL DESCRIPTION:

Lots 35, 162 and 174 PRAIRIE PATHWAYS, Together with a 12300th interest in Outlots 1 through 16, Excepting therefrom the West 1/4 feet of Outlot 7 and the West 14 feet of Outlot 9, PRAIRIE PATHWAYS, being a replat of PRAIRIE CROSSING, being all of Outlot 1 of Certified Survey Map No. 2609, being a part of the Northeast 1/4 and Southwest 1/4 of the Northwest 1/4, lands in the Northwest 1/4 of the Northeast 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 all in Section 33, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin excepting therefrom all lands previously dedicated.

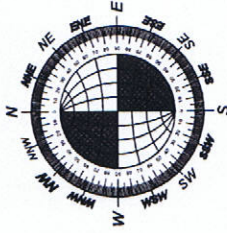
DAAR
ENGINEERS PLANNERS SURVEYORS
514 West Cherry Street, Milwaukee, WI 53212
PHONE (414) 566-0314 FAX (414) 566-0327
www.daarcorp.com

Map Prepared by: William R. Hemrichs, RLS S-2419

Prepared For:
The Newport Group, Ltd.
6949 Mariner Drive
Racine, WI 53406
262-898-7777

Job Number: 140155
June 23, 2014
Sheet 10 of 12 Sheets

BEARINGS REFER TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.



NOT TO SCALE

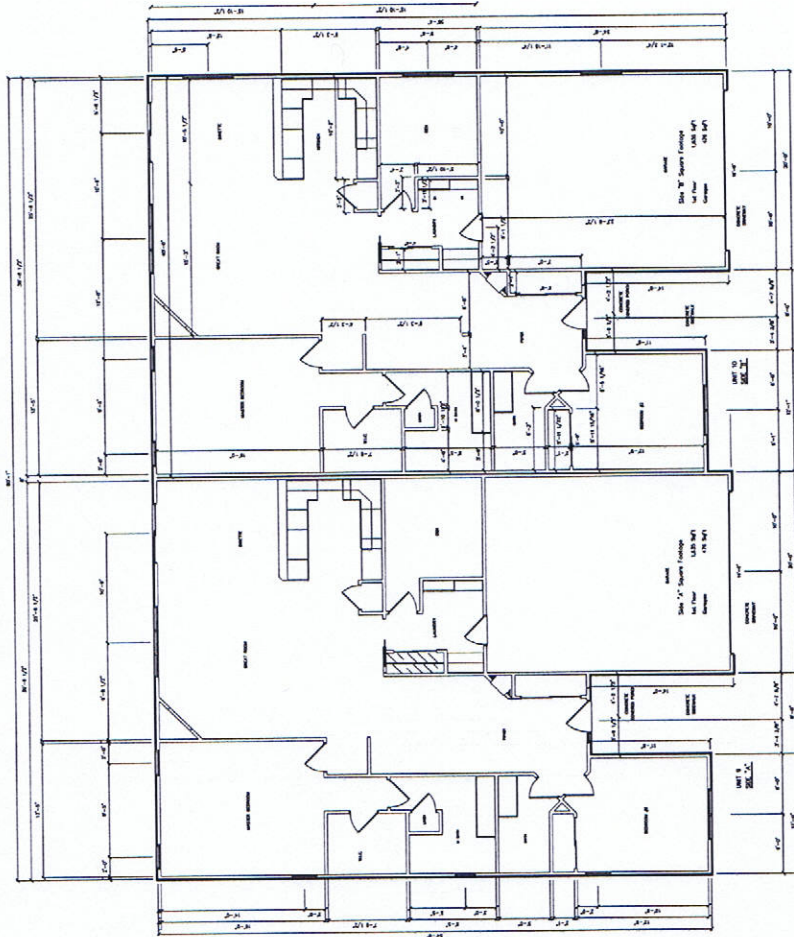


June 23, 2014
Revised: July 3, 2014

William R. Hemrichs

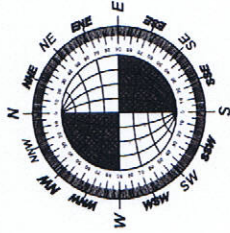
Condominium Plat of **PRAIRIE PATHWAYS II CONDOMINIUMS**

**THE BAYHILL 174
FLOOR PLAN**



LOT 174.
Unit 9
Unit 10

BEGINNINGS REFER TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE



NOT TO SCALE



June 23, 2014
Revised July 3, 2014

William R. Hennrichs

LEGAL DESCRIPTION:

Lots 35, 162 and 174 PRAIRIE PATHWAYS, Together with a 12/300th interest in Outlots 1 through 16, Excepting therefrom the West 14 feet of Outlot 7 and the West 14 feet of Outlot 9, PRAIRIE PATHWAYS, being a replat of PRAIRIE CROSSING, being all of Outlot 1 of Certified Survey Map No. 2695, being a part of the Northeast 1/4 and Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 all in Section 33, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin excepting therefrom all lands previously dedicated.



**DAAR
ENGINEERING, INC.**
515 West Cary Street, Milwaukee, WI 53228
PHONE (414) 854-8747 FAX (414) 184-8787
www.daarinc.com

Map Prepared by: William R. Hennrichs, RLS S-2419

Prepared For:
The Newport Group, Ltd.
6949 Mariner Drive
Racine, WI 53406
262-898-7777

Job Number: 140155
June 23, 2014
Sheet 11 of 12 Sheets

Condominium Plat of **PRAIRIE PATHWAYS II CONDOMINIUMS**

Lots 35, 162 and 174 PRAIRIE PATHWAYS, Together with a 12/300th Interest in Outlots 1 through 16, Excepting therefrom the West 1/4 of Outlot 7 and the West 1/4 of Outlot 9, PRAIRIE PATHWAYS, being a replat of PRAIRIE CROSSING, being all of Outlot 1 of Certified Survey Map No. 2609, being a part of the Northeast 1/4 and Southwest 1/4 of the Northwest 1/4, lands in the Northwest 1/4 of the Northwest 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4, all in Section 33, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin excepting therefrom all lands previously dedicated.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN
MILWAUKEE COUNTY) SS

I, William R. Hennrichs, Registered Land Surveyor, do hereby certify:

That I have surveyed and mapped all of Lots 35, 162 and 174 in PRAIRIE PATHWAYS, Together with a 12/300th Interest in Outlots 1 through 16, Excepting therefrom the West 1/4 of Outlot 7 and the West 1/4 of Outlot 9, PRAIRIE PATHWAYS, being a replat of PRAIRIE CROSSING, being all of Outlot 1 of Certified Survey Map No. 2609, being a part of the Northeast 1/4 and Southwest 1/4 of the Northwest 1/4, lands in the Northwest 1/4 of the Northeast 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northwest 1/4, all in Section 33, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin excepting therefrom all lands previously dedicated.

That this is a true and correct representation of PRAIRIE PATHWAYS II CONDOMINIUMS, a condominium and that the identification and location of each unit and the common elements can be determined from this plat.



June 23, 2014
Date
Reviewed: July 3, 2014
Registered Land Surveyor, S-2419

Prepared For:
The Newport Group, Ltd.
6949 Mariner Drive
Racine, WI 53406
262-898-7777



Map Prepared by: William R. Hennrichs, RLS S-2419

OWNER'S CERTIFICATE

THE NEWPORT GROUP, LTD., as owner, does hereby certify that it caused the land described on this map to be surveyed, mapped and divided as represented on this map.

Date _____ Raymond C. Lefler, President
THE NEWPORT GROUP, LTD., does further certify that this plat is required by Section 703 to be submitted to the following for approval or objection:

- Village of Caledonia

STATE OF WISCONSIN
RACINE COUNTY) SS

RAYMOND C. LEFLER, President of THE NEWPORT GROUP, LTD., PERSONALLY came before me this _____ day of _____, 2014, RAYMOND C. LEFLER, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public
Name _____
State of Wisconsin _____
My Commission Expires _____

CONSENT OF CORPORATE MORTGAGEE

_____ a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping of the land described on this plat and does hereby consent to the above certification of owners.

IN WITNESS WHEREOF, the said _____ has caused these presents to be signed by _____ its _____ to be returned affixed this _____ day of _____, 2014.

Date _____

STATE OF WISCONSIN
RACINE COUNTY) SS
Personally came before me this _____ day of _____, 2014, _____ known to be such to me known to the person who executed the foregoing instrument and acknowledged the same.

Notary Public
Name _____
State of Wisconsin _____
My Commission Expires _____

Job Number: 140155
June 23, 2014
Sheet 12 of 12 Sheets

BYLAWS

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BYLAWS OF PRAIRIE PATHWAYS II CONDOMINIUMS
OWNERS ASSOCIATION, INC.

ARTICLE I - PLAN OF UNIT OWNERSHIP

Section 1. Condominium Unit Ownership

Certain property located in the Village of Caledonia, Racine County, State of Wisconsin, ("Property") known as Prairie Pathways II Condominiums, has been submitted to the provisions of the Wisconsin Condominium Ownership Act ("Act") by a Declaration of Condominium ("Declaration") recorded in the office of the Register of Deeds for Racine County, Wisconsin on the 24th day of September, 2014, as Document No. 2390419.

Section 2. Adoption of Bylaws / Definitions

These Bylaws are adopted as the Bylaws of Prairie Pathways II Condominiums Owners Association, Inc. ("Association"), a Wisconsin Corporation organized under the Wisconsin Nonstock Corporation Law to serve as an association of unit owners under the Act. The provisions of these Bylaws apply to the Property and to the use and occupancy of this Property. The terms used in these Bylaws shall, unless the context or the Declaration requires otherwise, have the same meaning as the definitions contained in section 703.02 of the Act.

Section 3. Office and Mailing Address

The office and mailing address of the Association and of the Board of Directors of the Association ("Board of Directors") shall be located at 6949 Mariner Drive, Racine, Wisconsin 53406.

ARTICLE II - BOARD OF DIRECTORS

Section 1. Number and Qualification

Until election of a new Board of Directors by unit owners, pursuant to Section 1 (c), Article III of these Bylaws, the Board of Directors shall consist of those persons named as directors in the Articles of Incorporation, or such other persons as the Declarant shall name to replace them, or those persons elected as provided in Section 1 (b), Article II of these Bylaws. Thereafter the Board of Directors shall be composed of three persons, each of whom shall be owners of units, fiduciary owners, members or employees of partnership owners, or officers, stockholders or employees of corporate owners, and one of whom may be the spouse of a unit owner or a mortgagee of a unit, a fiduciary mortgagee, a member or employee of a partnership mortgagee or an officer, stockholder or employee of a corporate mortgagee.

Section 2. Powers and Duties

The affairs of the Association and of the Property shall be governed by the Board of Directors. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and of the Property, except those powers and duties as by law or by the Declaration or by these Bylaws may not be delegated to the Board of Directors by the unit owners or have been specifically reserved by or to the unit owners. The Board of Directors shall have full powers and authority necessary for or desirable for the complete enforcement and administration of the Property and the provisions of the Act, the Declaration, these Bylaws, and the rules and regulations.

Section 3. Managing Agent and Manager

The Board of Directors may employ for the Property a managing agent at a compensation established by the Board of Directors to perform the duties and services as the Board of Directors shall authorize.

Section 4. Election and Term of Office

At the first annual meeting of the unit owners, the term of office of one member of the Board of Directors shall be fixed at three years, the term of office of one member of the Board of Directors shall be fixed at two years, and the term of office of one member of the Board of Directors shall be fixed at one year. At the expiration of the initial term of office of each member of the Board of Directors, a successor shall be elected to serve for a term of three years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the unit owners.

Section 5. Removal of Board Members

At any regular or special meeting of unit owners, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the authorized votes of all unit owners, and a successor may be elected to fill the vacancy created. Any member of the Board of Directors whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies

Vacancies in the Board of Directors caused by any reason other than the removal of a member by a vote of the unit owners, shall be filled by a vote of a majority of the remaining members at a special meeting of the Board of Directors held for the purpose promptly after the occurrence of the vacancy even though the members present at the meeting may be less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member so removed and until a successor is elected at the next annual meeting of the unit owners.

Section 7. Organizational Meeting

The first meeting of the members of the Board of Directors following the first annual meeting of the unit owners shall be held within ten days after the annual meeting, at a time and place fixed by the unit owners at the meeting at which the Board of Directors has been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute the meeting, providing a majority of the whole Board of Directors shall be present at the meeting.

Section 8. Regular Meetings

Regular meetings of the Board of Directors may be held at the time and place as determined from time to time by a majority of the members of the Board of Directors. Notice of regular meetings of the Board Directors shall be given to each member of the Board of Directors, by mail, at least 48 hours prior to the time of the meeting.

Section 9. Special Meetings

Special meetings of the Board of Directors may be called by the President on 48 hours notice to each member of the Board of Directors, given by mail, and the notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one member of the Board of Directors.

Section 10. Waiver of Notice

Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and the waiver shall be deemed equivalent to the giving of the notice. Attendance by a member of the Board of Directors at any meeting of the Board shall be a waiver of notice of the time and place of the meeting. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at the meeting.

Section 11. Quorum of Board of Directors

At all meetings of the Board of Directors, a majority of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12. Fidelity Bonds

The Board of Directors shall obtain fidelity bonds for all officers and employees of the Association handling or responsible for funds. All premiums shall constitute a common expense.

Section 13. Compensation

No member of the Board of Directors shall receive any compensation from the Association for acting as a Director.

Section 14. Liability of the Board of Directors

The members of the Board of Directors shall not be liable to the unit owners for any mistake of judgment, failure to adhere to the provisions of the Declaration or these Bylaws, negligence or otherwise, except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each member of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any contract shall have been made in bad faith. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of the unit owners arising out of any contract made by the Board of Directors or out of the indemnity in favor of the members of the Board of Directors shall be shared equally by all of the unit owners, and the liability of any single unit owner shall be limited to an equal proportionate share of the total liability. At the option of the Board of Directors, Directors liability insurance may be obtained and shall be paid for as a common expense.

Section 15. Informal Action

Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors entitled to vote with respect to the subject matter. The consent shall have the same force and effect as a unanimous vote.

ARTICLE III - UNIT OWNERS

Section 1. Annual Meetings

(a) Until the first annual meeting of the unit owners as described below, until the declarant designates otherwise, or until the unit owners elect a member of the Board of Directors pursuant to this section prior to the first annual meeting of the unit owners, the initial Board of Directors named in the Articles of Incorporation of the Association shall serve as the Board of Directors.

(b) Prior to the conveyance of 25% of the undivided percentage interest in the common elements, the declarant shall call a meeting of the unit owners. At such meeting one of the designees of the declarant on the Board of Directors shall resign, and the unit owners other than the declarant shall elect a successor by vote of a majority of those unit owners. Prior to the conveyance of 50%

of the undivided percentage interest in the common elements, the declarant shall call a similar meeting, if necessary, to provide for any additional resignations and elections required in order that unit owners other than the declarant shall have elected one-third of the total directors. Any successor shall serve until the first annual meeting of the unit owners. If the successor shall resign prior to the first annual meeting of the unit owners, a successor shall be elected in the same manner.

(c) Thirty days after 75% of the undivided percentage interest in the common elements shall have been sold and conveyed by the declarant or such earlier time as determined by the declarant, the declarant shall call the first annual meeting of the unit owners. At this meeting the designees of the declarant and any other members of the Board of Directors elected by the unit owners shall resign as members of the Board of Directors, and all the unit owners, including the declarant, shall elect a new Board of Directors. Thereafter the annual meeting of the unit owners shall be held on the second Monday of January of each succeeding year. At such meetings the Board of Directors shall be elected by ballot of the unit owners in accordance with the requirements of Section 4 of Article II of these Bylaws. The unit owners may transact other business at the meetings as may properly come before them.

Section 2. Place of Meetings

Meetings of the unit owners shall be held at the principal office of the Association or at any other suitable place convenient to the unit owners as may be designated by the Board of Directors.

Section 3. Special Meetings

It shall be the duty of the President to call a special meeting of the unit owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by unit owners having 25% of the total authorized votes of all owners. The notice of any special meeting shall state the time, place and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings

The Secretary shall mail to each unit owner of record or cause to be delivered to each unit owner a notice of each annual or special meeting of the unit owners, at least 10 but not more than 20 days prior to the meeting, stating the purpose of the meeting as well as the time and place where it is to be held.

Section 5. Adjournment of Meetings

Any meeting of unit owners at which a quorum has or has not attended may be adjourned at the option of the unit owners by vote of a majority of the authorized votes of the unit owners who are present, either in person or by proxy, at the meeting.

Section 6. Title to Units

Title in units may be taken in the name of an individual or in the names of two or more persons in any form recognized by the Statutes of the State of Wisconsin, in the name of a corporation, partnership, limited liability company, limited liability partnership or in the name of a fiduciary.

Section 7. Voting

Each residential unit owner shall furnish the Association with the owner's name and current mailing address. No residential unit owner may vote at meetings of the Association until this information is furnished. The owner or owners of each residential unit, or some person designated by the owner or owners to act as proxy and who need not be an owner, shall be entitled to cast the vote belonging to the unit at all meetings of unit owners. The designation of any proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the owner or owners so designating. Any proxy shall be effective only for a maximum period of 180 days following its issuance unless granted to a mortgagee, land contract vendor or lessee of a unit. Each residential unit owner (including the declarant and the Board of Directors, if the declarant, or the Board of Directors or its designee, shall then hold title to one or more units) shall be entitled to cast at all meetings of the unit owners the vote belonging to each unit owned. Where ownership is in the name of two or more persons, the vote may be cast by any one joint owner; provided, however, that if any joint owner protests promptly the casting of the vote to the person presiding over the meeting or files a written statement with the Secretary stating that thereafter the vote must be cast prorata in accordance with each joint owner's interest in the unit, then the vote shall thereafter be cast prorata by all joint owners in accordance with their interests in the unit. Where a unit is leased the lessor shall be entitled to vote the vote belonging to the unit (where there are two or more lessors, they shall be considered joint owners). Where the unit is sold under a land contract, the land contract vendee shall be entitled to vote the vote for that unit (where there are two or more vendees, they shall be considered joint owners.) Notwithstanding the provisions of this section, if the Association has recorded a statement of condominium lien on a unit and the amount necessary to release the lien has not been paid at the time of the meeting, this unit owner may not vote at the meeting.

Section 8. Majority of Unit Owners

As used in these Bylaws, the term "majority of unit owners" shall mean those residential unit owners having more than 50% of the authorized votes of all residential unit owners present in person or by proxy and voting at any meeting of the unit owners, determined in accordance with the provisions of Section 7 of this Article III.

Section 9. Quorum

Except as otherwise provided in these Bylaws, the presence in person or by proxy of unit owners having 33-1/3% of the total authorized votes of all unit owners shall constitute a quorum at all meetings of the unit owners.

Section 10. Majority Vote

The vote of a majority of residential unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where a higher percentage vote is required by law, by the Declaration or by these Bylaws.

Section 11. Action by Unanimous Consent

Any action required to be taken or which may be taken at a meeting of unit owners may be taken without a meeting if a consent in writing setting forth the action taken shall be signed by all unit owners entitled to vote. The signature required in each instance shall be that person who is then entitled to cast the vote for a unit. All such consent resolutions shall have the same force and effect as a unanimous vote.

Section 12. Membership

(a) All unit owners shall be members of the Association. This is not intended to include persons who hold an interest in a unit merely as security for the performance of an obligation. Land contract vendors shall not be members; land contract vendees shall be members. Membership shall belong to and may not be separated from ownership of any unit.

(b) Initial membership in the Association shall be established by the recording of the Declaration in the office of the Register of Deeds for Racine County, Wisconsin. Transfer of membership in the Association shall be established by the recording in the office of the Register of Deeds for Racine County, Wisconsin of a deed or other instrument establishing a change of record title to a unit or the recording in that office of a land contract. A certified copy of the instrument of conveyance or the land contract shall be delivered to the Association by the transferee or vendee. The transferee or vendee designated by the instrument or land contract shall then become a member of the Association, and the membership of the prior owner or vendor shall then be terminated. Until delivery, the transferee or vendee shall not be entitled to vote as a member of the Association and shall not be entitled to notice of meetings of unit owners. The Association shall maintain a current roster of names and addresses of every unit owner to whom notice of meetings of the Association must be sent.

ARTICLE IV - OFFICERS

Section 1. Designation, Election and Removal

The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected annually by the Board of Directors. The Board of Directors may appoint such other officers as in its judgment may be necessary. The President and Vice President must be members of the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary and President and Vice President. Any officer may with or without cause, be removed by the Board of Directors, and a successor selected, by majority vote of the members of the Board of Directors, at any regular meeting of the Board of Directors, or at any special meeting called for that purpose.

Section 2. President

The President shall be the chief executive officer of the Association. He shall preside at all meetings of the unit owners and of the Board of Directors. He shall have all of the general powers and duties of the President of a stock corporation organized under the Wisconsin Business Corporation Law, including, but not limited to, the power to appoint unit owners to any committee which is established under these Bylaws.

Section 3. Vice President

The Vice President shall take the place of, and perform the duties of, the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be requested by the Board of Directors or by the President.

Section 4. Secretary

The Secretary shall keep the minutes of all meetings of the unit owners and of the Board of Directors, have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all the duties of the Secretary of a stock corporation organized under the Wisconsin Business Corporation Law. The Secretary shall count the votes at meetings of the Association.

Section 5. Treasurer

The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial statements. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors, and shall, in general, perform all the duties of Treasurer of a stock corporation organized under the Wisconsin Business Corporation Law.

Section 6. Agreements, Contracts, Deeds, Checks

All agreements, contracts, deeds, leases, checks and other instruments of the Association may be executed by any two officers or by such other person or persons as may be designated by the Board of Directors.

Section 7. Compensation of Officers

No officer shall receive any compensation from the Association for acting as an officer.

ARTICLE V - OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses

The Board of Directors shall, at least annually, prepare a budget for the Property, determine the amount of the common expenses for the forthcoming year and allocate and assess the common expenses against the unit owners according to their respective undivided percentage interests in the common elements as described in the Declaration. The assessment for common expenses for the entire year shall be effective as of January 1 of each year but shall be payable at such time or times as the Board of Directors shall determine. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of Section 2 of this Article V. The common expenses may also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the Property, including without limitation, an amount for working capital, for a general operating reserve, for a reserve fund for replacement, and for making up any deficit in the common expenses for any prior year. The initial contribution to the working capital fund is not refundable to, or assignable by, the unit owner. The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners, of any unit whose owner has contracted to sell or lease such unit to the Board of Directors, or of a unit which is being sold at a foreclosure or other judicial sale. The Board of Directors shall advise each unit owner in writing of the amount of common expenses payable by the unit owner, and shall furnish to all unit owners a copy of each budget on which the common expenses are based.

Section 2. Insurance

The Board of Directors shall obtain and maintain, to the extent obtainable, fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring all buildings (including all of the units and the bathroom and kitchen cabinets and fixtures initially installed by the declarant, but not including furniture, furnishings or other personal property supplied or installed by unit owners), together with all heating and air-conditioning equipment and other service machinery contained in the units, and all limited common elements. The insurance shall cover the Property and shall name as insureds the Association, and all unit owners and their mortgagees, as their interests may appear, in an amount equal to not less than the replacement value of the buildings and other improvements, without deduction for depreciation. Each policy shall provide that proceeds shall be payable to the Association or the insurance trustee as provided in these Bylaws as trustee for all unit owners and their mortgagees or land contract vendors as their interests may appear. All such policies shall provide that adjustment of loss shall be made by the Association, and that the net insurance proceeds, if \$10,000.00 or less, shall be payable to the Association, and if more than \$10,000.00, shall be payable to the insurance trustee. All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that the policies may not be canceled or substantially modified without at least ten days prior written notice to all of the insureds. Prior to obtaining any policy of fire insurance or any renewal of the policy, the Association shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the buildings including all of the units and all of the common and limited common elements without deduction

for depreciation, for the purpose of determining the amount of fire insurance to be purchased. The Board of Directors shall also obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Association may from time to time determine, covering each member of the Board of Directors, the managing agent, the manager, and each unit owner, and appropriate fidelity bond coverage for any person handling Association funds. The public liability coverage shall also cover cross liability claims of one insured against another. The Board of Directors shall review the insurance limits at least once each year. Until the first meeting of the Board of Directors following the first annual meeting of the unit owners, the public liability insurance shall be in a single limit of at least \$500,000.00 covering all claims for bodily injury or property damage arising out of one occurrence. The Association may obtain and maintain workers' compensation insurance to the extent necessary to comply with any applicable laws. Unit owners or their mortgagees or land contract vendors shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation, and that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any additional insurance. The insurance obtained by the Association will not cover the contents of units or public liability claims arising out of occurrences happening within the boundaries of the units. In the event that any unit owner enters a claim under the Association fire insurance policy with respect to damage to any part of that owner's unit, the affected unit owner shall be liable for the deductible portion of the claim and shall reimburse the Association for the same.

Section 3. Repair and Reconstruction After Damage

(a) In the event of any damage to or destruction of the property in the amount of \$10,000.00 or less whether or not the insurance proceeds, if any, are sufficient to complete repair or reconstruction, the Board of Directors is authorized to and shall arrange for the prompt repair and reconstruction (including any damaged units, and any kitchen or bathroom cabinets or fixtures initially installed by the declarant, but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures, interior walls and/or partitions or equipment installed by unit owners in the units), and the Board of Directors shall disburse any insurance proceeds to the contractors engaged in the repair and reconstruction in appropriate progress payments. Any cost of repair and reconstruction in excess of the insurance proceeds shall be a common expense, and the Board of Directors may assess all the unit owners for the deficit as part of the common expenses. By acceptance of the deed to a unit, each unit owner shall be deemed to have consented to this authorization and direction for repair and reconstruction. The authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to Section 11, Article III of these Bylaws and shall constitute the determination by the unit owners and the Association to repair or reconstruct as required by the Act. If, notwithstanding the foregoing provisions, a determination to repair and reconstruct is submitted to the vote of the unit owners, then the affirmative vote of one unit owner shall be sufficient to determine to repair or reconstruct.

(b) In the event the Property is destroyed or damaged in an amount in excess of \$10,000.00 and the insurance proceeds, if any, together with an amount not exceeding \$10,000.00 are insufficient to complete repair or reconstruction, the Association by vote of a majority of unit owners shall determine within 90 days after the damage or destruction whether to proceed with repair, reconstruction or sale. If the Association determines to repair or reconstruct, the Board of Directors shall arrange for the repair or reconstruction in accordance with the preceding paragraph of this

section. If the Association, within 90 days after such damage or destruction in excess of \$10,000.00 fails to make a determination of whether to repair, reconstruct or sell, the Property shall be deemed to be owned in common by the unit owners in the same percentages as previously owned by each unit owner in the common elements and be subject to an action for partition at the suit of any unit owner. In the event of a partition action, the net proceeds of sale, together with the net insurance proceeds, shall be divided by the Board of Directors, or the insurance trustee, as the case may be, among all the unit owners in proportion to their respective interests in common elements, after first paying out of the share of each unit owner, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each unit owner.

(c) In the event the Property is destroyed or damaged in an amount in excess of \$10,000.00 and the insurance proceeds together with an amount not exceeding \$10,000.00, are sufficient to complete repair or reconstruction, the Board of Directors is authorized and shall arrange for the repair or reconstruction in accordance with paragraph (a) of Section 3, Article V. By acceptance of the deed to a unit, each unit owner shall be deemed to have consented to this authorization and direction for repair and reconstruction. The authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to Section 11, Article III of these Bylaws and shall constitute the determination by the unit owners and the Association to repair or reconstruct as required by the Act. If, notwithstanding the foregoing provisions, a determination is submitted to the vote of the unit owners, then the affirmative vote of one unit owner shall be sufficient to determine to repair or reconstruct.

Section 4. Payment of Common Expenses

All owners shall pay the common expenses assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article at such times as the Board of Directors shall determine. A late charge of up to \$20.00 may be imposed by the Board of Directors against a unit owner if any balance in common expenses remains unpaid by the 10th day of the month when due. In addition to any late charge, unpaid common expenses shall accrue interest at the rate of one and one-half percent (1-1/2%) per month until paid. No unit owner shall be liable for the payment of any part of the common expenses assessed against the unit after a sale, transfer or other conveyance of the unit by the owner (made in accordance with the provisions of Section 1, Article VII of these Bylaws). A purchaser of a unit shall be liable for the payment of common expenses assessed against the unit before the acquisition by the purchaser of the unit, except that if the Association or Board of Directors furnishes a statement pursuant to the Act, the liability shall be limited to the amount set forth in the statement. Each unit owner shall be obligated to pay common expenses under these Bylaws notwithstanding the fact that the unit owner may have a pending dispute with the Association or the Board of Directors on any matter.

Section 5. Collection of Assessments

The Board of Directors shall assess common expenses against the unit owners from time to time and at least annually and shall take prompt action to collect from a unit owner any assessment due which remains unpaid by the unit owner for more than 30 days from the due date for its payment.

Section 6. Default in Payment of Common Expenses

In the event of default by any unit owner in paying to the Board of Directors the assessed common expenses, the unit owner shall be obligated to pay interest at the highest rate permitted by law per year on the common expenses from the due date, together with all expenses, including attorney's fees, incurred by the Board of Directors in any proceeding brought to collect the unpaid common expenses. The Board of Directors shall have the right and duty to attempt to recover the common expenses, together with interest, and the expenses of the proceedings, including attorney's fees, in an action brought against the unit owner, or by foreclosure of the lien on the unit granted by the Act. The Board of Directors shall also have the right to prohibit a unit owner from voting at a meeting of the Association if the Association has recorded a statement of condominium lien on the unit, and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 7. Foreclosure of Liens / Collection of Delinquent Fees

The Board of Directors, acting on behalf of all unit owners, shall have power to purchase the unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes belonging to, convey or otherwise deal with the unit after purchase. A suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the amount due.

Section 8. Statement of Common Expenses

Upon receipt of a written request from a unit owner or his agent, the Board of Directors shall provide a written statement of the unit owner's unpaid common expenses within a reasonable time.

Section 9. Abatement and Enjoining of Violations

The violation of any rule or regulation adopted by the Board of Directors, or the breach of any Bylaw, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws: (a) to enter the unit in which the violation or breach exists and to abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist in the unit contrary to the intent and meaning of the provisions of this Section. The Board of Directors shall not be deemed guilty in any manner of trespass in so acting; or (b) to enjoin, abate or remedy the thing or condition by appropriate legal proceedings.

Section 10. Reserved For Future Use

Section 11. Maintenance and Repair

(a) Subject to the limitations in Section 13 of this Article V, all maintenance and repairs to any unit and the components of the unit (including replacement of window panes and glass doors, if any), structural or nonstructural, ordinary or extraordinary shall be made by the owner of the unit. All plumbing fixtures shall be maintained by the unit owner making use of such fixtures and each

unit owner shall be responsible for removal of blockages in the sewer pipes which serve that owner's unit. Each unit owner shall be responsible for all damages to any other unit and to the common and limited common elements resulting from the unit owner's negligence, misuse or misconduct.

(b) All maintenance, repairs and replacements to the common and limited common elements, other than the plumbing maintenance specifically referred to in Section 11(a), shall be made by the Board of Directors and be charged to all the unit owners as a common expense. In the event that maintenance, repairs or replacements are necessitated by the negligence, misuse or misconduct of a unit owner, all such expenses shall be charged to that unit owner.

Section 12. Use of Property

In order to provide for congenial occupancy of the Property and for the protection of the values of the units, the use of the property shall be subject to the following limitations:

(a) The residential units shall be used for residential purposes only. The garages shall not be used for any purpose other than as a garage.

(b) The common and limited common elements shall be used only for the purposes for which they are reasonably suited and which are incidental to the use and occupancy of units provided, however, that one or more unit owners may reserve the common elements for a temporary special use with the permission of the Board of Directors.

(c) No nuisances shall be allowed on the Property, nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

(d) No immoral, improper, offensive or unlawful use shall be made of the Property, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Property shall be followed. Compliance shall be accomplished at the sole expense of the unit owners or the Board of Directors, whichever shall have the obligation to maintain or repair the affected portion of the Property.

(e) A unit owner shall not place any furniture or other personal property in the common elements unless permitted by the Board of Directors. A unit owner shall place only those items on the patio, balcony, or parking space assigned to the unit as approved by the rules and regulations adopted by the Board of Directors. The unit owner shall not park or store any vehicle, other than vehicles which may be licensed as automobiles in the State of Wisconsin, or perform any repair work of any sort upon any type of vehicles (except in the case of an emergency) on any part of the common elements or limited common elements, including but not limited to outside parking areas.

(f) No animals, livestock or poultry of any kind used or intended to be used for commercial purposes shall be raised, bred, or kept on the property. Dogs, cats and other household pets may be kept by the unit owners in the living area of their respective units, limitations on the size of pets may be imposed by the Board of Directors. All pets shall be carried or kept on a leash at all times when not in the units. No pets shall be permitted to cause a nuisance or unreasonable disturbance. Any

pet which causes such a nuisance or disturbance to a unit owner shall be permanently removed from the unit at the order of the Board of Directors. All unit owners and occupants shall promptly and regularly clean up the excrement of their pets.

(g) No signs, including but not limited to signs advertising sale or rental of units, shall be allowed in the common elements, limited common elements, or units, except as specifically authorized by the Board of Directors and except as provided in Section 11B of the Declaration.

Section 13. Additions, Alterations or Improvements by the Board of Directors

Whenever in the judgment of the Board of Directors the common and limited common elements require additions, alterations or improvements costing in excess of \$10,000.00 and the making of the additions, alterations or improvements have been approved by a majority of unit owners, the Board of Directors shall proceed with the additions, alterations or improvements and shall assess all unit owners for the cost as a common expense. Any additions, alterations or improvements costing \$10,000.00 or less may be made by the Board of Directors without approval of the unit owners, and the cost shall constitute a common expense.

Section 14. Additions, Alterations or Improvements by Unit Owners

A unit owner may make additions, improvements or alterations within the unit which do not impair the structural integrity or lessen the support of any portion of the Property. No unit owner shall make any change in, nor affix anything to, the exterior of the building containing the unit or of any portion of the Property. No unit owner may alter any exterior door, window or exterior light fixture without the prior written consent of the Board of Directors. The Board of Directors shall not be liable to any contractor, subcontractor or materialman or to any person sustaining personal injury or property damage, for any claim arising in connection with the additions, alterations or improvements. The provisions of this section shall not apply to units owned by the Declarant until such units have been conveyed by the Declarant.

Section 15. Rules of Conduct

Rules and regulations concerning the use of the units and the common and limited common elements may be made and amended by the Declarant for periods prior to the first meeting of members, and thereafter by the Board of Directors with the approval of a majority of residential unit owners. Copies of the rules and regulations shall be furnished by the Board of Directors to each unit owner prior to their effective date.

Section 16. Water and Sewer Charges

Municipal sanitary sewer service and water service will be supplied to all of the units. Charges for sanitary sewer service and water charges will be separately metered for each Unit.

Section 17. Electricity

Electricity required to service the units and the common elements is supplied by the public utility companies serving the area. The Board of Directors shall pay the bills for all electricity consumed or used in or for the common elements as a common expense. Electricity is separately metered for each unit. Each unit owner shall pay the bills for electricity consumed or used in or for that owner's unit including electricity used in conjunction with the limited common element(s) associated with the unit.

Section 18. Right of Access

Each unit owner shall grant a right of access to the unit to the manager, the managing agent and any other person authorized by the Board of Directors, the manager or the managing agent to make inspections, to correct any condition originating in the unit and threatening another unit or the common or limited common elements, to install, alter or repair mechanical or electrical services or other common or limited common elements in the unit or elsewhere in the building. Requests for entry shall be made in advance, and entry shall be scheduled for a time reasonably convenient to the unit owner. Provided, in case of an emergency, the right of entry shall be immediate, whether the unit owner is present at the time or not.

ARTICLE VI - MORTGAGES

Section 1. Mortgage of Units

Each unit may be separately mortgaged.

Section 2. Notice to Board of Directors

A unit owner who mortgages a unit shall notify the Board of Directors of the name and address of the mortgagee.

Section 3. Notice of Unpaid Common Expenses

The Board of Directors, whenever so requested in writing by a mortgagee of a unit, shall promptly report any unpaid common expenses or other default by the owner of the mortgaged unit.

Section 4. Notice of Default

The Board of Directors, when giving notice to a unit owner of a default in paying common expenses or other default, shall send a copy of the notice to each holder of a mortgage covering the unit whose name and address have previously been furnished to the Board of Directors.

Section 5. Examination of Books

Each unit owner and each mortgagee of a unit shall be permitted to examine the books of account of the Association at reasonable times, on business days, but not more often than once a month.

Section 6. Land Contracts

For purposes of these Bylaws, land contract vendors and vendees shall have the same rights as mortgagees and mortgagors, respectively.

ARTICLE VII - SALES AND LEASES OF UNITS

Section 1. Sales and Leases

Unit owners may sell or lease their units or any interest in the units provided the provisions of this Article are followed. A unit owner's sale of the unit shall include the sale of (a) the undivided percentage interest in the common and limited common elements belonging to the unit; (b) the interest of the unit owner in any units previously acquired by the Association, or its designee, on behalf of all unit owners, or the proceeds of the sale or lease of those units, if any; and (c) the interest of the unit owner in any other assets of the Association.

Section 2. No Severance of Ownership

No unit owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to a unit without including the interests described in Section 1 of this Article VII and the garage space associated with the unit; it being the intention to prevent any severance of the combined ownership. Any deed, mortgage or other instrument purporting to affect one or more of these interests, without including all interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described. No part of these interests of any unit may be sold, transferred or otherwise disposed of, except as a part of a sale, transfer or other disposition of the unit to which the interests belong, or as part of a sale, transfer or other disposition of that part of these interests belonging to all units.

Section 3. Financing of Purchase of Units by Association

Acquisition of units by the Association or its designee, on behalf of all unit owners, may be made from the working capital and assessments for common expenses possessed by the Board of Directors, or if those funds are insufficient, the Association may borrow money to finance the acquisition of the unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the unit so to be acquired by the Association. Title to any real or personal property acquired by the Association shall be taken in the name of the Association. The Association shall borrow money, and acquire and convey property in the same manner as corporations formed under Chapter 181, Wisconsin Statutes.

Section 4. Waiver of Right of Partition With Respect to Units
Acquired by Association

In the event that a unit shall be acquired by the Association or its designee, on behalf of all unit owners as tenants in common, all unit owners shall be deemed to have waived all rights of partition with respect to the unit.

Section 5. Rental

Unit owners may rent their units by written lease to whomever and on whatever terms and conditions as they so desire provided the Association is given notice of the name and permanent address of the tenants and of the unit owner and further provided that the lease specifically obligates the tenants to abide by the Declaration, these Bylaws and the rules and regulations.

Section 6. Payment of Assessments

No unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease a unit unless and until the unit owner shall have paid in full to the Association all unpaid common expenses previously assessed by the Board of Directors against the unit.

ARTICLE VIII - CONDEMNATION

Section 1. Common Elements

In the event of a taking in condemnation or by eminent domain of part or all of the common elements of the Property, the award made for the taking shall be payable to the Association if the award amounts to \$10,000.00 or less, otherwise it shall be payable to the insurance trustee. The Association shall promptly undertake to restore the common elements. The proceeds of the award shall be disbursed to effect the restoration, and any costs in excess of the award shall be a common expense. The Board of Directors shall effect the restoration in accordance with paragraph (a) of Section 3, Article V of these Bylaws.

Section 2. Units

In the event of a taking in condemnation or by eminent domain of any of the units, the Association by vote of a majority of unit owners of the Condominium within 90 days of payment of the award (or other payment if conveyed in lieu of the taking) shall determine whether to proceed with repair or reconstruction. If the Association determines to repair or reconstruct, the Board of Directors shall effect the repair or reconstruction in accordance with paragraph (a) of Section 3, Article V of these Bylaws. Any cost of repair or reconstruction in excess of the award shall be a common expense. If the Association determines not to repair or reconstruct or fails to vote within the 90 day period, the entire net proceeds shall be disbursed to those unit owners whose units have been taken in proportion to the percentage of interest in the common elements belonging to their respective units. If any unit owner is in default in paying common expenses, the amount of the

common expenses shall be deducted from that owner's share of the proceeds. Upon receipt of the share of the proceeds, each unit owner shall execute a release, in form satisfactory to the Association, of that owner's undivided percentage interest in the common elements and shall thereafter no longer be considered a unit owner. The interests of the remaining unit owners in the common elements shall be recomputed by the Board of Directors, whose decision shall be final, to reflect the releases. The unit owner's rights to a share of the proceeds shall be subject to rights of all holders of liens on the unit.

ARTICLE IX - RECORDS

Section 1. Records and Reports

The Board of Directors shall keep detailed records of the actions of the Association and the Board of Directors, minutes of the meetings of the Board of Directors, minutes of the meetings of the unit owners, and financial records, and books of account of the Association. A written report summarizing all receipts and expenditures of the Association shall be rendered by the Board of Directors to all unit owners at least semiannually. In addition, an annual report of the receipts and expenditures of the Association, prepared by an independent certified public accountant (which report need not be certified), shall be rendered by the Board of Directors to all unit owners and to all mortgagees of units who have requested it within a reasonable time after the end of each fiscal year.

ARTICLE X - MISCELLANEOUS

Section 1. Notices

All notices to the Board of Directors or the Association shall be sent by registered or certified mail to the office of the Board of Directors or to such other address as the Board of Directors may hereafter designate from time to time. Except when delivered in person, all notices to any unit owner shall be mailed or hand delivered to the unit or to such other address as may have been designated by the owner from time to time, in writing, to the Board of Directors. All notices to mortgagees of units shall be mailed or hand delivered to their respective addresses, as designated by the unit owners to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received. Notices to the unit owners or their mortgagees need not be mailed by registered or certified mail.

Section 2. Invalidity

The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 3. Captions

The captions in these Bylaws are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision of these Bylaws.

Section 4. Singular - Plural

The use of the singular in these Bylaws shall be deemed to include the plural, whenever the context so requires.

Section 5. Waiver

No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure of enforcement, regardless of the number of violations or breaches which may occur.

Section 6. Insurance Trustee

The insurance trustee shall be a bank in the State of Wisconsin, designated by the Board of Directors and have a capital, surplus and undivided profits of \$500,000.00 or more. The Board of Directors shall pay the fees and disbursements of any insurance trustee, and the fees and disbursements shall constitute a common expense.

Section 7. Limitation on Enforcement

No bylaw or rule adopted under a bylaw and no covenant, condition or restriction set forth in the Declaration or deed to any unit may be applied to discriminate against any individual in a manner described in s. 101.22, Wis. Stats. as amended.

ARTICLE XI - CONFLICTS

Section 1. Control of Conflicts

These Bylaws are set forth to comply with the requirements of the Act. In case any of these Bylaws conflict with the provisions of the Act, the provisions of the Act shall control. In case any of these Bylaws conflict with the provisions of the Declaration or Articles of Incorporation, the Declaration or Articles of Incorporation, as applicable, shall control.

ARTICLE XII - FISCAL YEAR

Section 1. Adoption of Fiscal Year

The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year.

ARTICLE XIII - AMENDMENTS TO BYLAWS

Section 1. Amendments to Bylaws

These Bylaws may be modified or amended by vote of at least 67% of the authorized votes of all unit owners, which vote shall be taken at a meeting of unit owners duly held for that purpose.

Section 2. Rights of Declarant

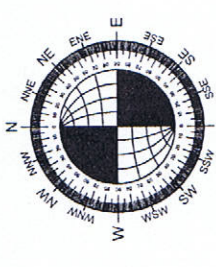
No amendment of these Bylaws shall alter or abrogate the rights of Declarant as contained in these Bylaws. Notwithstanding the provisions of Article V - Section I of these Bylaws, or any other provision contained herein with respect to the assessment or collection of assessments or fees by the Association, the Declarant's liability with respect to payment of common expenses shall be limited as specified in the Declaration.

ESTIMATED ANNUAL OPERATING BUDGET
2014

FLOOR PLANS AND PLAT OF SURVEY

Condominium Plat of PRAIRIE PATHWAYS II CONDOMINIUMS

BEARINGS REFER TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE



GRAPHIC SCALE
1 INCH = 200 FEET

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN
MILWAUKEE COUNTY SS

I, William R. Henrichs, Registered Land Surveyor, do hereby certify:

That I have surveyed and mapped all of Lots 35, 162 and 174 in PRAIRIE PATHWAYS, Together with a 12/300th Interest in Outlots 1 through 16, Excepting therefrom the West 14 feet of Outlot 7 and the West 14 feet of Outlot 9, PRAIRIE PATHWAYS, being a replat of PRAIRIE CROSSING, Outlot 5, PRAIRIE PATHWAYS, being a replat of PRAIRIE CROSSING, being all of Outlot 1 of Certified Survey Map No. 2669, being a part of the Northeast 1/4 and Southwest 1/4 of the Northwest 1/4, lands in the Northwest 1/4 of the Northwest 1/4 and part of the Northeast 1/4 and Northeast 1/4 of the Northeast 1/4 all in Section 33, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin excepting therefrom all lands previously dedicated.

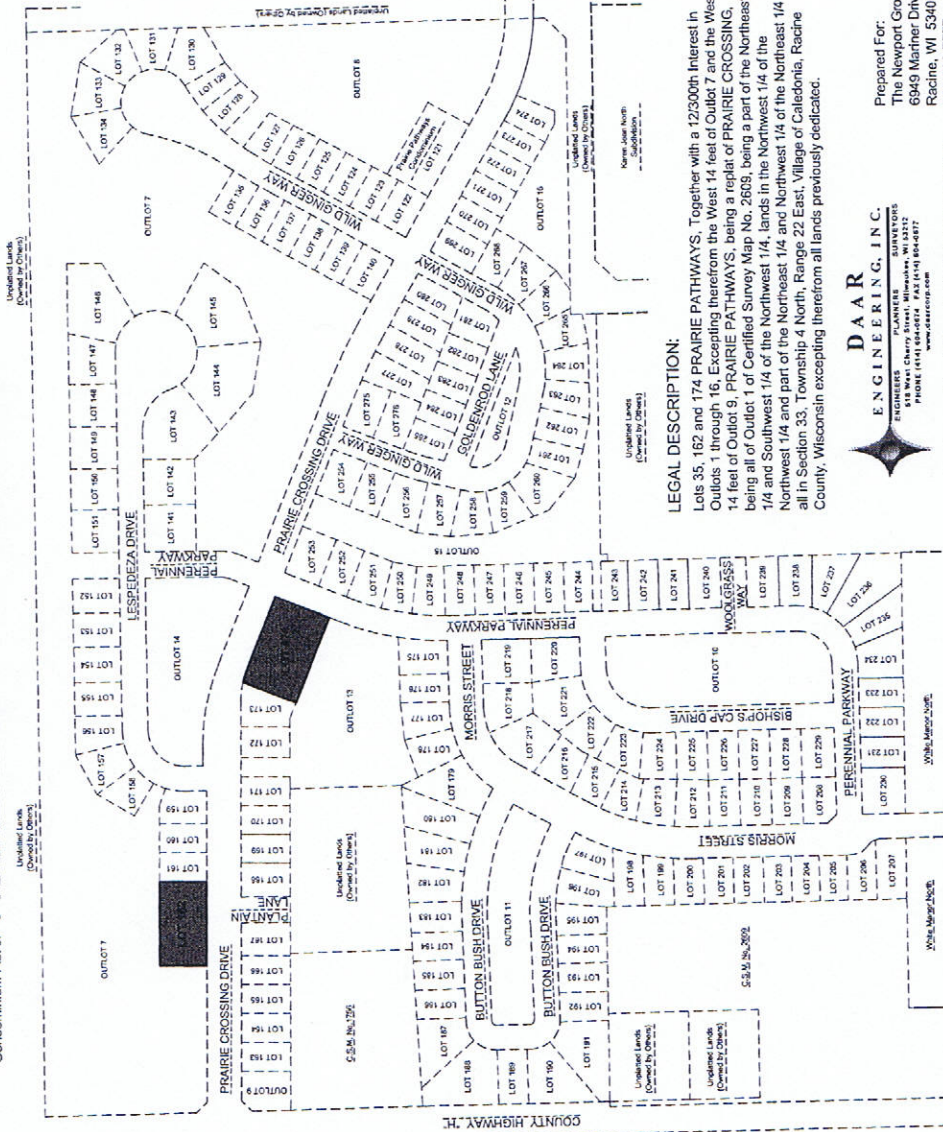
That this is a true and correct representation of PRAIRIE PATHWAYS II CONDOMINIUMS, a condominium and that the identification and location of each unit and the common elements can be determined from this plat.

William R. Henrichs
William R. Henrichs
Registered Land Surveyor, S-2419

June 23, 2014
Date
Revised: July 3, 2014

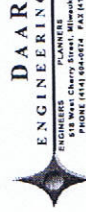


Job Number: 140155
June 23, 2014
Sheet 1 of 12 Sheets



LEGAL DESCRIPTION:

Lots 35, 162 and 174 PRAIRIE PATHWAYS, Together with a 12/300th Interest in Outlots 1 through 16, Excepting therefrom the West 14 feet of Outlot 7 and the West 14 feet of Outlot 9, PRAIRIE PATHWAYS, being a replat of PRAIRIE CROSSING, being all of Outlot 1 of Certified Survey Map No. 2669, being a part of the Northeast 1/4 and Southwest 1/4 of the Northwest 1/4, lands in the Northwest 1/4 of the Northwest 1/4 and part of the Northeast 1/4 and Northeast 1/4 of the Northeast 1/4 all in Section 33, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin excepting therefrom all lands previously dedicated.



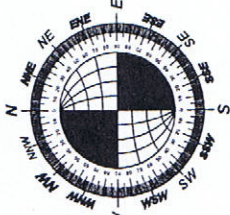
DAAR
ENGINEERING, INC.
PLANNERS SURVEYORS
1818 COLLEGE AVENUE
RACINE, WISCONSIN 53406
PHONE: (608) 785-4444 FAX: (608) 784-8717
www.daarenc.com

Prepared For:
The Newport Group, Ltd.
6949 Mariner Drive
Racine, WI 53406
262-898-7777

Map Prepared by: William R. Henrichs, RLS S-2419

Condominium Plat of PRAIRIE PATHWAYS II CONDOMINIUMS

BEARINGS REFER TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE



GRAPHIC SCALE
1 INCH = 200 FEET

SURVEYOR'S CERTIFICATE
STATE OF WISCONSIN
MILWAUKEE COUNTY SS

I, William R. Hennrich, Registered Land Surveyor, do hereby certify that I have surveyed and measured all of Lots 35, 162 and 174 in PRAIRIE PATHWAYS II, together with a replat of Outlots 1 through 16, Excepting therefrom the West 1/4 feet of Outlot 7 and the West 1/4 feet of Outlot 9, PRAIRIE PATHWAYS, being a replat of PRAIRIE CROSSING, being all of Outlot 1 of Certified Survey Map No. 2609, being a part of the Northeast 1/4 and Southwest 1/4 of the Northwest 1/4, lands in the Northwest 1/4 of the Northeast 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 all in Section 33, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin excepting therefrom all lands previously dedicated.

That this is a true and correct representation of PRAIRIE PATHWAYS II CONDOMINIUMS, a condominium and that the identification and location of each unit and the common elements can be determined from this plat.

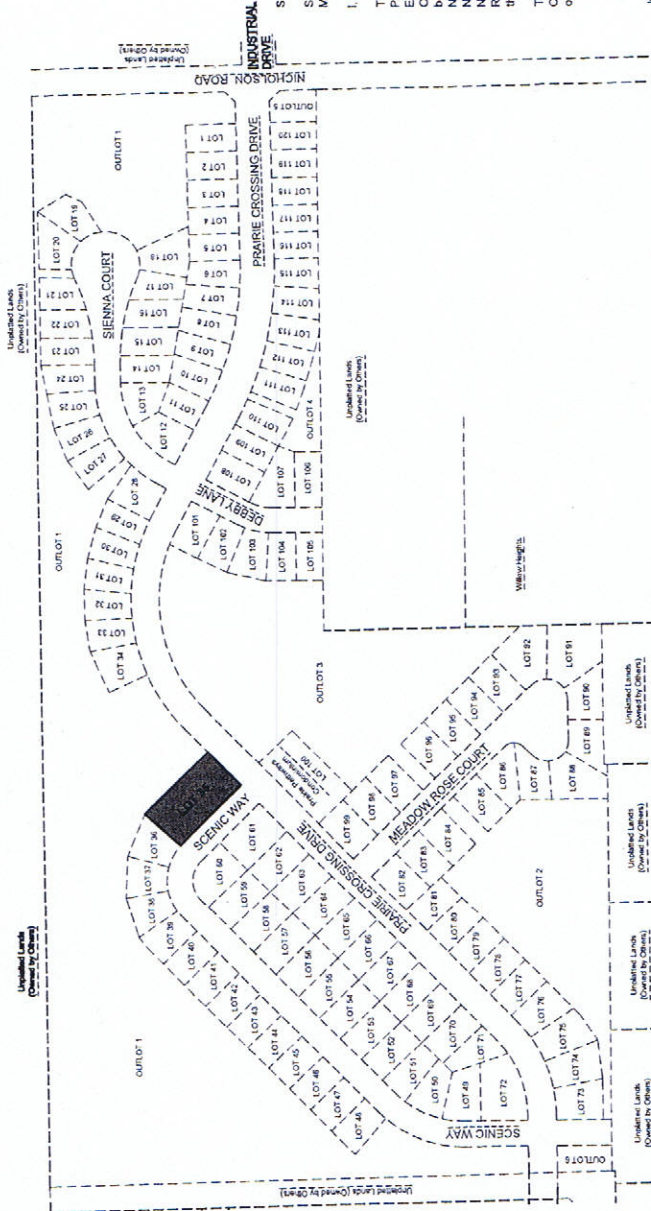
June 23, 2014
Date
William R. Hennrich
Registered Land Surveyor, S-2419



Prepared For:
The Newport Group, Ltd.
6949 Mariner Drive
Racine, WI 53406
262-898-7777



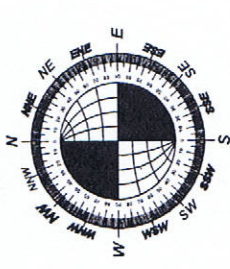
Map Prepared by: William R. Hennrich, RLS S-2419



LEGAL DESCRIPTION:

Lots 35, 162 and 174 PRAIRIE PATHWAYS, together with a 122/100th interest in Outlots 1 through 16, Excepting therefrom the West 1/4 feet of Outlot 7 and the West 1/4 feet of Outlot 9, PRAIRIE PATHWAYS, being a replat of PRAIRIE CROSSING, being all of Outlot 1 of Certified Survey Map No. 2609, being a part of the Northeast 1/4 and Southwest 1/4 of the Northwest 1/4, lands in the Northwest 1/4 of the Northeast 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 all in Section 33, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin excepting therefrom all lands previously dedicated.

BEARINGS REFER TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, GORTER ZONE.



GRAPHIC SCALE
1 INCH = 30 FEET



June 23, 2014
Revised July 3, 2014
William R. Hennrichs

Job Number: 140155
June 23, 2014
Sheet 3 of 12 Sheets

Condominium Plat of PRAIRIE PATHWAYS II CONDOMINIUMS

LOT 35

- NOTES:**
- Some limited common elements are indicated by cross hatching (see legend). Those limited common elements are described below along with other limited common elements which could not be graphically shown in a feasible manner on sheets 3-5 of 12 sheets or the typical floor plans (sheets 6-11 of 12 sheets).
 - The driveway, patio, porches, stoops, and/or sidewalks adjacent to and contiguous to that unit are intended to serve that unit.
 - All dimensions are exterior dimensions, per building plan, and must be adjusted for interior dimensions.
 - Dimensions may vary due to construction materials used.

Setback Requirements:
Front Yard = 25.00'
Side Yard = 17' Total
With 8' Minimum
Rear Yard = 25.00'

- Addresses:**
- Unit 1 - 3952 Scenic Way, Franksville, WI 53126
 - Unit 2 - 3954 Scenic Way, Franksville, WI 53126
 - Unit 3 - 3956 Scenic Way, Franksville, WI 53126
 - Unit 4 - 3960 Scenic Way, Franksville, WI 53126

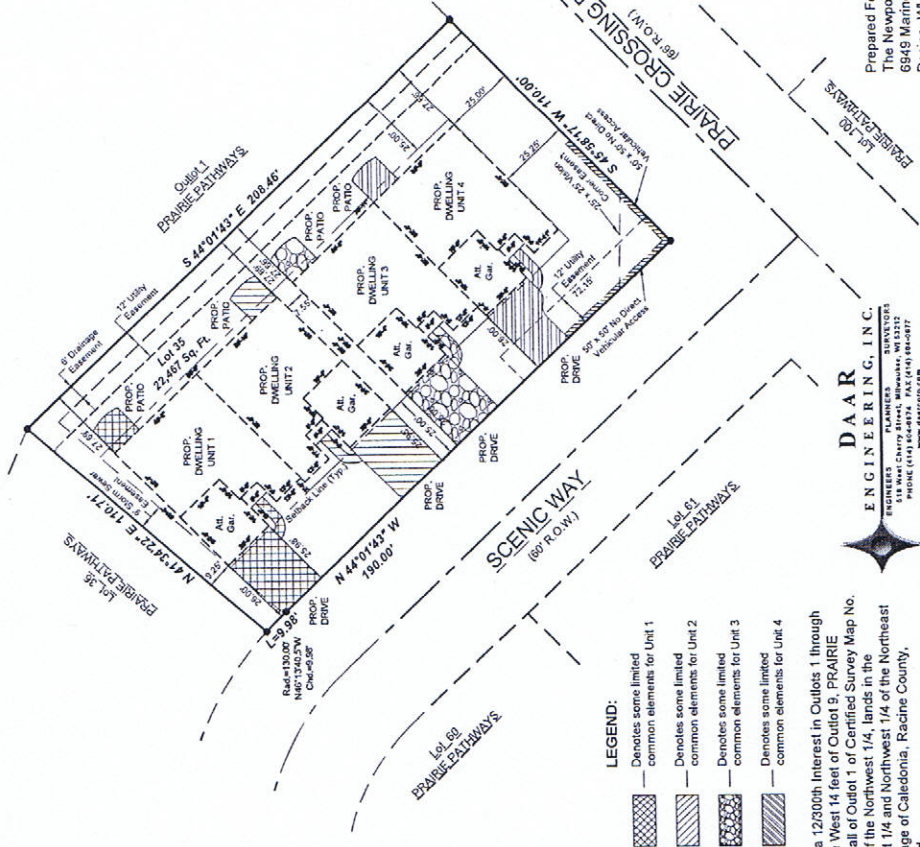
VISION CORNER EASEMENT RESTRICTION:

Common areas in the Prairie Pathways II Condominiums shall be subject to vision corner easement restrictions. The planting of any kind shall be permitted within a vision corner, except for necessary highway and traffic signs and public utilities. There shall be no vehicular access over any vision corner easement.

LEGAL DESCRIPTION:

Lots 35, 162 and 174 PRAIRIE PATHWAYS. Together with a 12300th Interest in Outlots 1 through 16, Excepting therefrom the West 14 feet of Outlot 7 and the West 14 feet of Outlot 9, PRAIRIE PATHWAYS, being a replat of PRAIRIE CROSSING, being all of Outlot 1 of Certified Survey Map No. 2609, being a part of the Northeast 1/4 and Southwest 1/4 of the Northwest 1/4, lands in the Northwest 1/4 of the Northwest 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 all in Section 33, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin excepting therefrom all lands previously dedicated.

- LEGEND:**
- Denotes some limited common elements for Unit 1
 - Denotes some limited common elements for Unit 2
 - Denotes some limited common elements for Unit 3
 - Denotes some limited common elements for Unit 4



Prepared For:
The Newport Group, Ltd.
6949 Mariner Drive
Racine, WI 53406
262-898-7777



Map Prepared by: William R. Hennrichs, RLS S-2419

Condominium Plat of PRAIRIE PATHWAYS II CONDOMINIUMS

LOT 162

NOTES:

- Some limited common elements are indicated by cross hatching (see legend). Those limited common elements are described below along with other limited common elements which could not be graphically shown in a feasible manner on sheets 3-5 of 12 sheets of the typical floor plans (sheets 6-11 of 12 sheets).
- The driveway, patio, patches, stoops, and/or sidewalks adjacent and/or contiguous to that unit are intended to service that unit.
- All dimensions are exterior dimensions, per building plan, and must be adjusted for interior dimensions.
- Dimensions may vary due to construction materials used.

Setback Requirements
 Front Yard = 7.00'
 Side Yard = 7.00'
 Min 5' Minimum
 Rear Yard = 25.00'

Addresses:

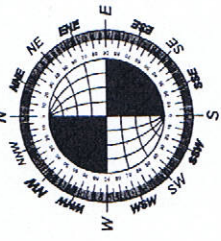
- Unit 5 - 10502 Prairie Crossing Drive, Franksville, WI 53126
- Unit 6 - 10504 Prairie Crossing Drive, Franksville, WI 53126
- Unit 7 - 10508 Prairie Crossing Drive, Franksville, WI 53126
- Unit 8 - 10510 Prairie Crossing Drive, Franksville, WI 53126

VISION CORNER EASEMENT RESTRICTION

The Prairie Pathways II Condominiums shall be subject to vision corner easements and no access restrictions as set forth on the recorded condominium plat. No structure or plantings of any kind shall be permitted within a vision corner, except for necessary highway and traffic signs and public utilities. There shall be no vehicular access over any vision corner easement.

LEGAL DESCRIPTION:

Lots 35, 162, and 174 PRAIRIE PATHWAYS, Together with a 12500th interest in Outlots 1 through 16, Excepting therefrom the West 1/4 feet of Outlot 7 and the West 1/4 feet of Outlot 5, PRAIRIE PATHWAYS, being a replat of PRAIRIE CROSSING, being all of Outlot 1 of Certified Survey Map No. 2509, being a part of the Northeast 1/4 and Southwest 1/4 of the Northwest 1/4, lands in the Northwest 1/4 of the Northeast 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 all in Section 33, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin excepting therefrom all lands previously dedicated.



GRAPHIC SCALE
 1 INCH = 30 FEET

LEGEND:

- Denotes some limited common elements for Unit 5
- Denotes some limited common elements for Unit 6
- Denotes some limited common elements for Unit 7
- Denotes some limited common elements for Unit 8



June 23, 2014
 Revised: July 3, 2014

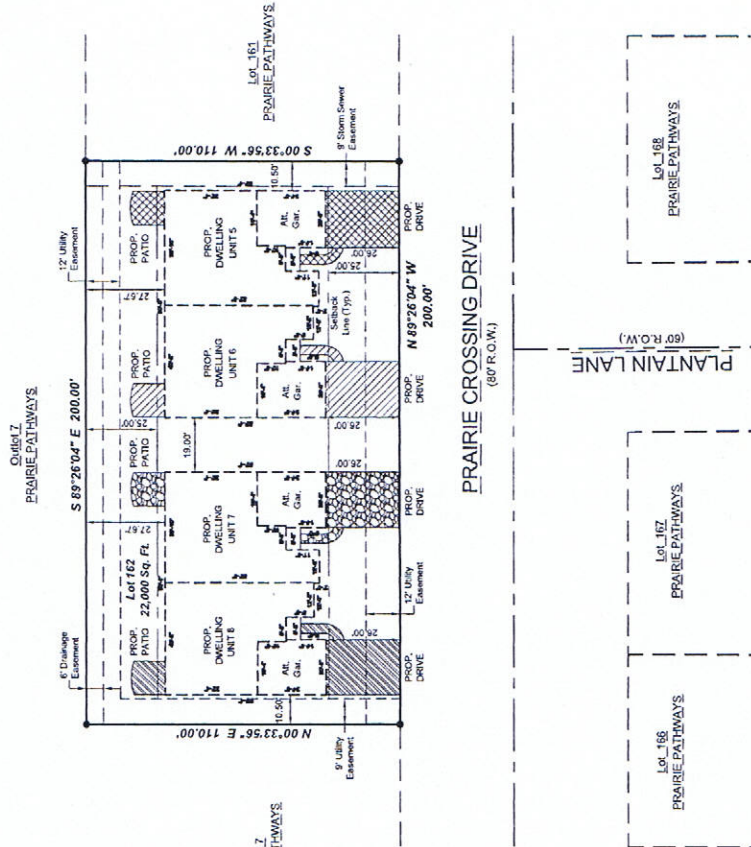
William R. Henrichs



Map Prepared by: William R. Henrichs, RLS S-2419

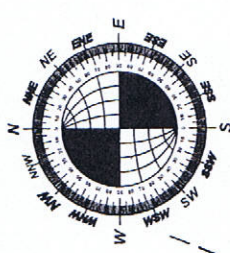
Prepared For:
 The Newport Group, Ltd.
 6949 Mariner Drive
 Racine, WI 53406
 262-898-7777

Job Number: 140155
 June 23, 2014
 Sheet 4 of 12 Sheets

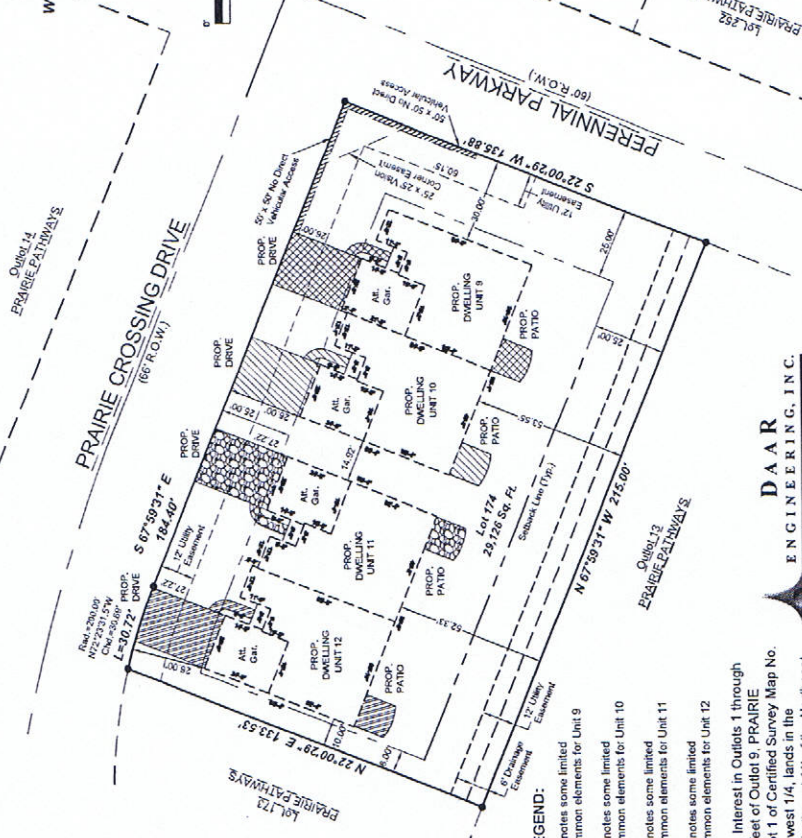


PRAIRIE PATHWAYS II CONDOMINIUMS

BEARINGS REFER TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, 5007420Z



GRAPHIC SCALE
1 INCH = 30 FEET



LOT 174

NOTES:

- Some limited common elements are indicated by cross hatching (see legend). These limited common elements are described below along with other limited common elements which could not be graphically shown in a feasible manner on sheets 3-5 of 12 sheets or the typical floor plans (sheets 6-11 of 12 sheets).
- The driveway, patio, porch, stoop, and/or sidewalks adjacent to the unit are intended to serve that unit.
- All dimensions are exterior dimensions, per building plan, and must be adjusted for interior dimensions.
- Dimensions may vary due to construction materials used.

Setback Requirements:
Front Yard = 25.00'
Side Yard = 17' Total
With 8' Minimum
Rear Yard = 25.00'

Addresses:
Unit 9 - 10205 Prairie Crossing Drive, Franksville, WI 53126
Unit 10 - 10207 Prairie Crossing Drive, Franksville, WI 53126
Unit 11 - 10215 Prairie Crossing Drive, Franksville, WI 53126
Unit 12 - 10217 Prairie Crossing Drive, Franksville, WI 53126

VISION CORNER EASEMENT RESTRICTION

Common areas in the Prairie Pathways II Condominiums shall be subject to vision corner easement restrictions. The restrictions as to the placement of any kind shall be permitted within a vision corner, except for necessary highway and traffic signs and public utilities. There shall be no vehicular access over any vision corner easement.

LEGAL DESCRIPTION:

Lots 35, 162 and 174 PRAIRIE PATHWAYS, Together with a 12/3000th interest in Outlots 1 through 16, Excepting therefrom the West 14 feet of Outlot 7 and the West 14 feet of Outlot 9, PRAIRIE PATHWAYS, being a replat of PRAIRIE CROSSING, being all of Outlot 1 of Certified Survey Map No. 2509, being a part of the Northeast 1/4 and Southwest 1/4 of the Northwest 1/4, lands in the Northwest 1/4 of the Northwest 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 all in Section 33, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin excepting therefrom all lands previously dedicated.

LEGEND:

- Denotes some limited common elements for Unit 9
- Denotes some limited common elements for Unit 10
- Denotes some limited common elements for Unit 11
- Denotes some limited common elements for Unit 12

DAAR
ENGINEERS
PLANNERS
SURVEYORS
1100 W. WISCONSIN AVENUE
SUITE 100
FRANKSVILLE, WI 53126
PHONE (262) 584-4444 FAX (262) 584-4447
www.daarcorp.com

Map Prepared by: William R. Hennrichs, RLS S-2419

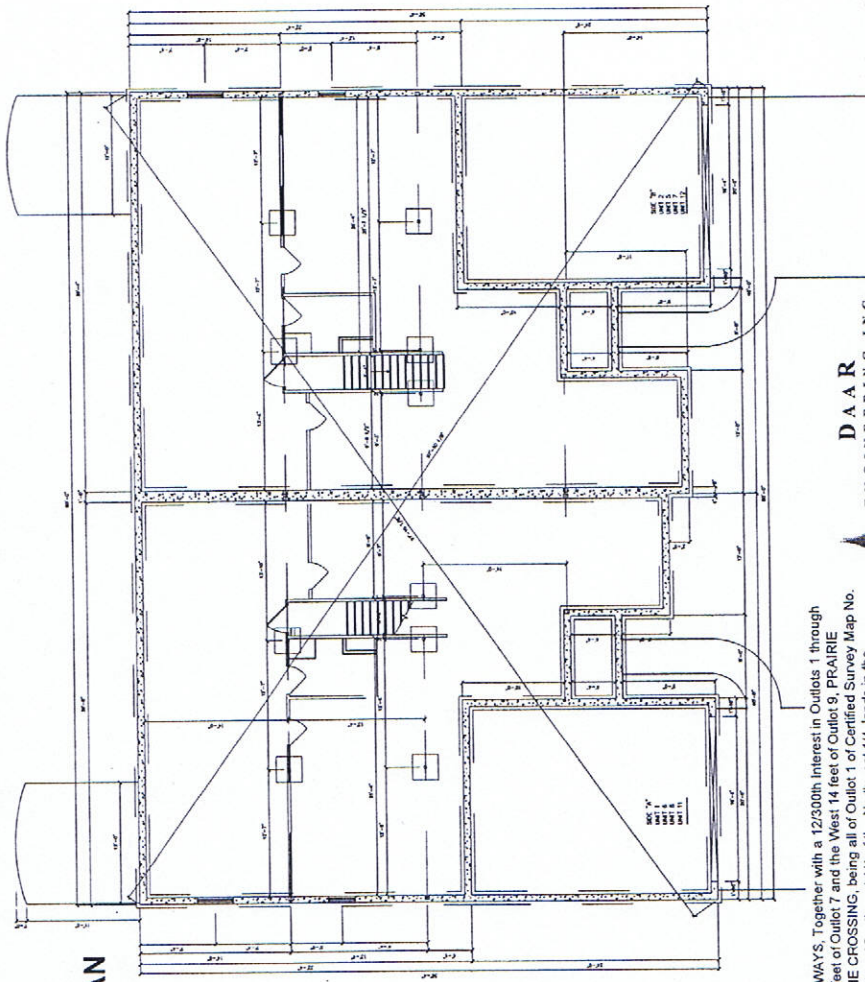
WISCONSIN SURVEYOR
WILLIAM R. HENNRICHS
S-2419
RACINE, WI
June 23, 2014
Revised July 3, 2014

Prepared For:
The Newport Group, Ltd.
6949 Mariner Drive
Racine, WI 53406
262-898-7777

Job Number: 140155
June 23, 2014
Sheet 5 of 12 Sheets

Condominium Plat of **PRAIRIE PATHWAYS II CONDOMINIUMS**

**THE ABBEY
FOUNDATION PLAN**



BEARINGS REFER TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE



NOT TO SCALE

- LOT 35: Unit 1, Unit 2
- LOT 162: Unit 5, Unit 6, Unit 7, Unit 8
- LOT 174: Unit 11, Unit 12

LEGAL DESCRIPTION:

Lots 35, 162 and 174 PRAIRIE PATHWAYS, Together with a 12/300th interest in Outlots 1 through 16, Excepting therefrom the West 1/4 of Outlot 7 and the West 1/4 of Outlot 9, PRAIRIE PATHWAYS, being a replat of PRAIRIE CROSSING, being all of Outlot 1 of Certified Survey Map No. 2809, being a part of the Northeast 1/4 and Southwest 1/4 of the Northwest 1/4, lands in the Northwest 1/4 of the Northwest 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 all in Section 33, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin excepting therefrom all lands previously dedicated.



DAAR
ENGINEERING, INC.
PLANNERS SURVEYORS
PHOTOGRAMMETRISTS
PHONE (608) 784-0274 FAX (608) 784-0277
www.daarcorp.com

Map Prepared by: William R. Hennrichs, RLS S-2419



June 23, 2014
Revised July 3, 2014
William R. Hennrichs

Prepared For:
The Newport Group, Ltd.
6949 Mariner Drive
Racine, WI 53406
262-898-7777

Job Number: 140155
June 23, 2014
Sheet 6 of 12 Sheets

Condominium Plat of **PRAIRIE PATHWAYS II CONDOMINIUMS**

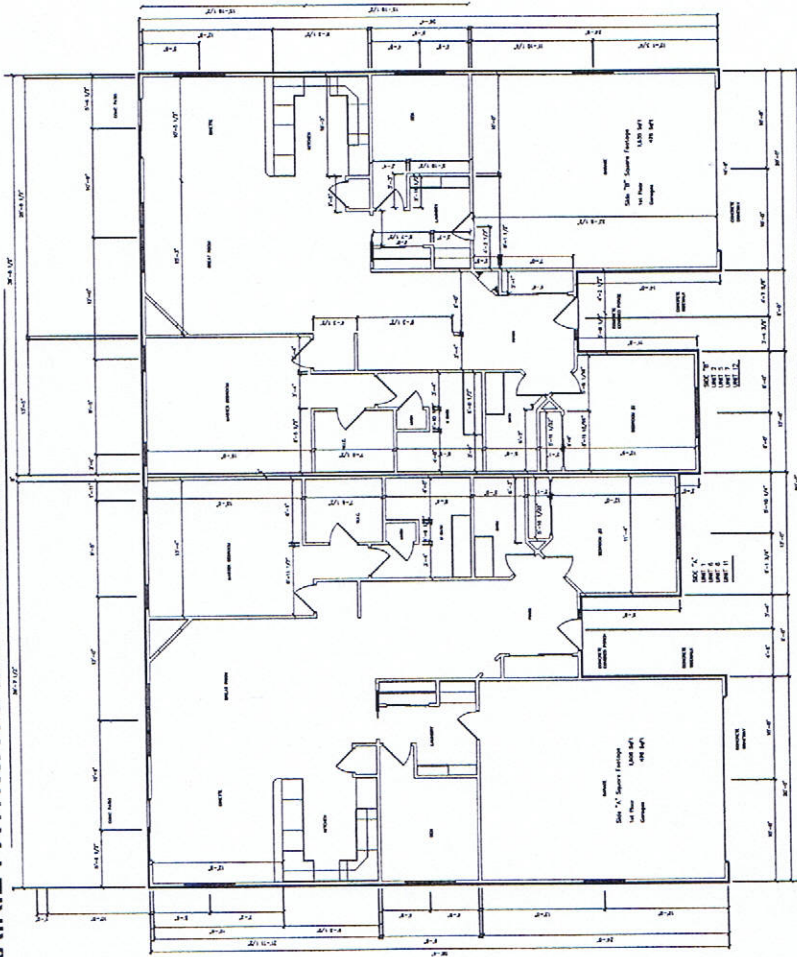
**THE ABBEY
FLOOR PLAN**

BEARINGS REFER TO GRID NORTH OF THE WISCONSIN
STATE PLANE COORDINATE SYSTEM, SOUTH ZONE



NOT TO SCALE

- LOT 35: Unit 1
Unit 2
- LOT 162 Unit 5
Unit 6
Unit 7
Unit 8
- LOT 174 Unit 11
Unit 12



June 23, 2014
Revised: July 3, 2014

William R. Hennrichs

Prepared For:
The Newport Group, Ltd.
6949 Mariner Drive
Racine, WI 53406
262-898-7777



Map Prepared by: William R. Hennrichs, RLS S-2419

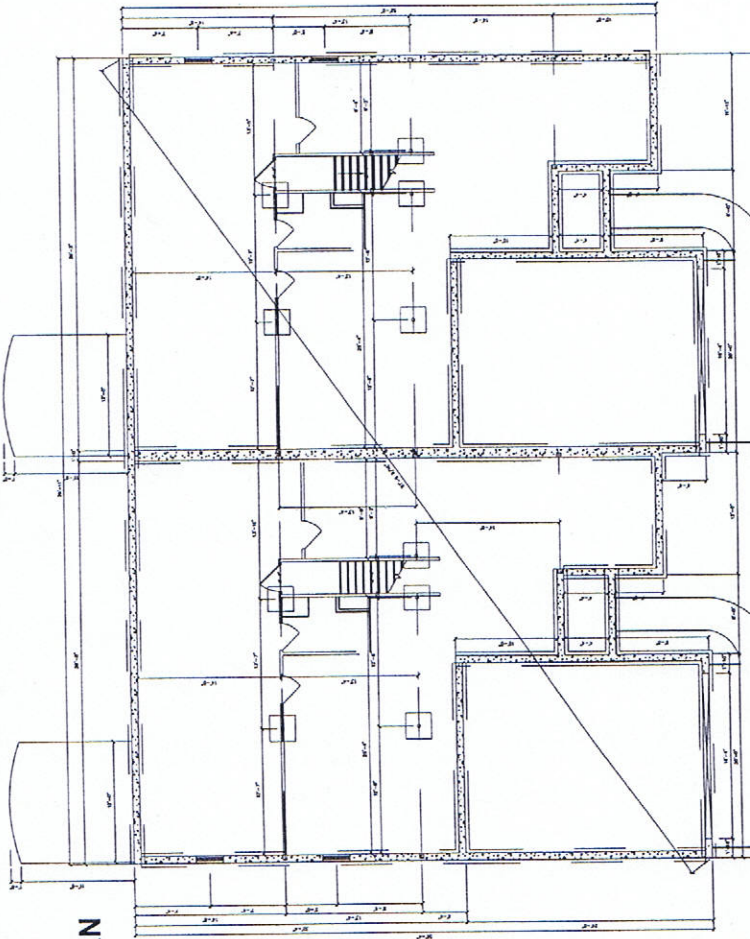
LEGAL DESCRIPTION:

Lots 35, 162 and 174 PRAIRIE PATHWAYS, Together with a 12/300th interest in Outlots 1 through 16, Excepting therefrom the West 1/4 of Outlot 7 and the West 1/4 of Outlot 9, PRAIRIE PATHWAYS, being a replat of PRAIRIE CROSSING, being all of Outlot 1 of Certified Survey Map No. 2609, being a part of the Northeast 1/4 and Southwest 1/4 of the Northwest 1/4, lands in the Northwest 1/4 of the Northwest 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 all in Section 33, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin excepting therefrom all lands previously dedicated.

Job Number: 140155
June 23, 2014
Sheet 7 of 12 Sheets

Condominium Plat of **PRAIRIE PATHWAYS II CONDOMINIUMS**

**THE BAYHILL 35
FOUNDATION PLAN**



LOT 35:
Unit 3
Unit 4

LEGAL DESCRIPTION:

Lots 35, 162 and 174 PRAIRIE PATHWAYS, Together with a 12/500th Interest in Outlets 1 through 16, Excepting therefrom the West 1/4 feet of Outlet 7 and the West 1/4 feet of Outlet 9, PRAIRIE PATHWAYS, being a replat of PRAIRIE CROSSING, being all of Outlet 1 of Certified Survey Map No. 2809, being a part of the Northeast 1/4 and Southwest 1/4 of the Northwest 1/4, lands in the Northwest 1/4 of the Northwest 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 all in Section 33, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin excepting therefrom all lands previously dedicated.



Map Prepared by: William R. Hemrichs, RLS S-2419

Prepared For:
The Newport Group, Ltd.
6949 Mariner Drive
Racine, WI 53406
262-898-7777

BEARINGS REFER TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE



NOT TO SCALE



June 23, 2014
Revised July 3, 2014

William R. Hemrichs

Job Number: 140155
June 23, 2014
Sheet 8 of 12 Sheets

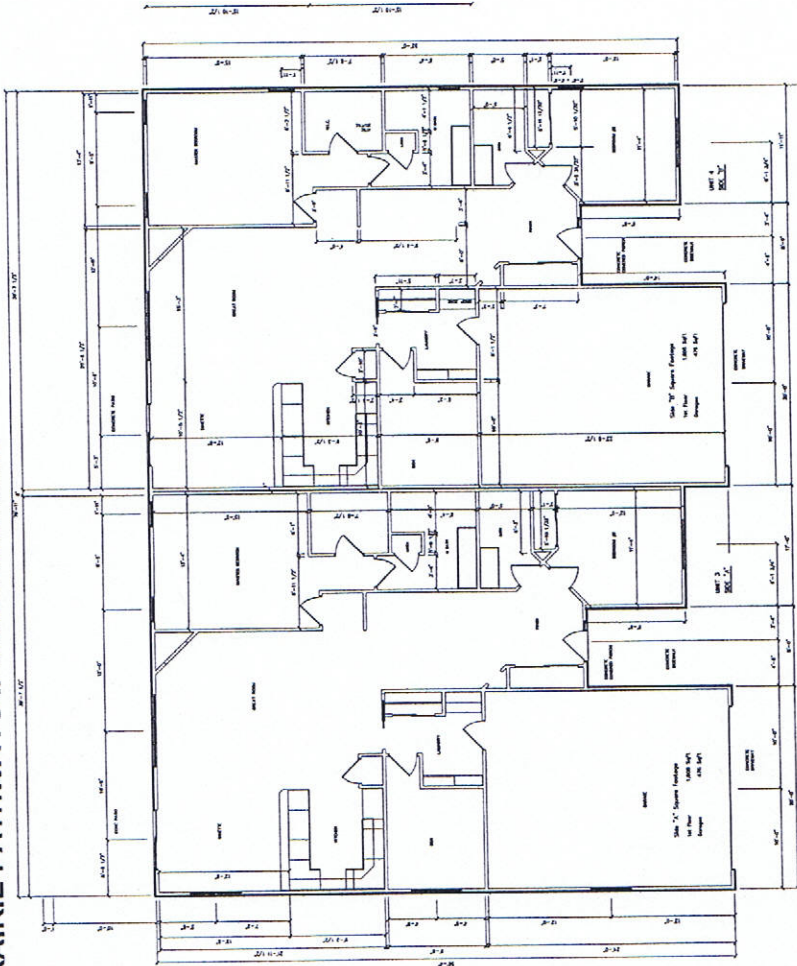
Condominium Plat of **PRAIRIE PATHWAYS II CONDOMINIUMS**

**THE BAYHILL 35
FLOOR PLAN**

BEARINGS REFER TO GRID NORTH OF THE WISCONSIN
STATE PLANE COORDINATE SYSTEM SOUTH ZONE



NOT TO SCALE



LOT 35:
Unit 3
Unit 4

LEGAL DESCRIPTION:

Lots 35, 162 and 174 PRAIRIE PATHWAYS, Together with a 12/300th Interest in Outlots 1 through 16, Excepting therefrom the West 14 feet of Outlot 7 and the West 14 feet of Outlot 9, PRAIRIE PATHWAYS, being a replat of PRAIRIE CROSSING, being all of Outlot 1 of Certified Survey Map No. 2609, being a part of the Northeast 1/4 and Southwest 1/4 of the Northwest 1/4, lands in the Northwest 1/4 of the Northeast 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 all in Section 33, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin excepting therefrom all lands previously dedicated.



Map Prepared by: William R. Hennrichs, RLS S-2419



June 23, 2014
Revised: July 3, 2014

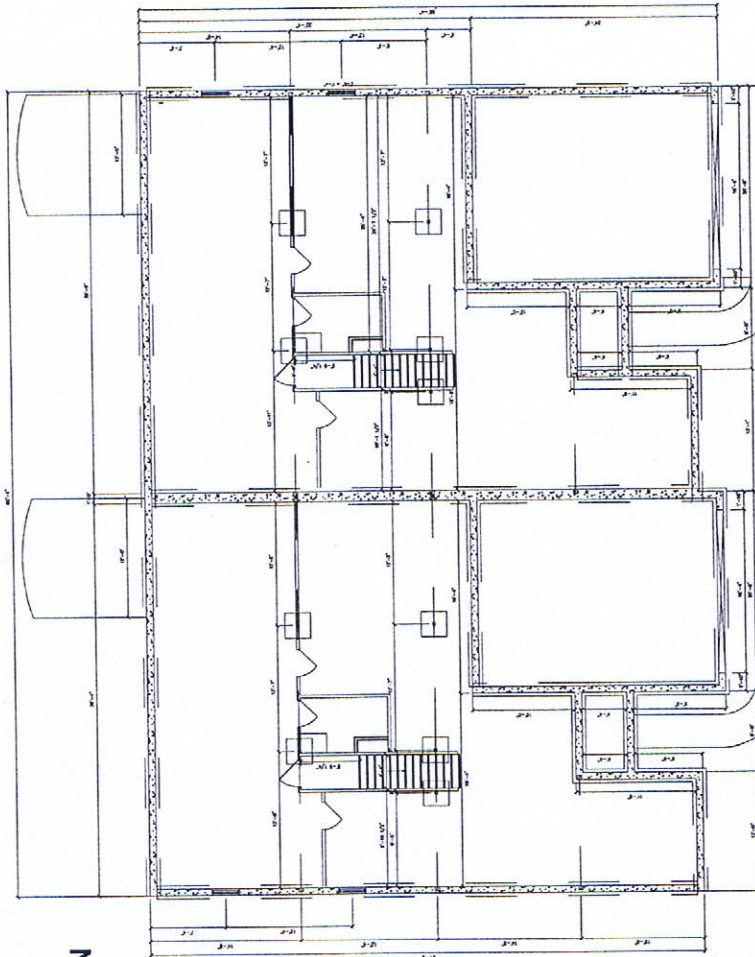
William R. Hennrichs

Prepared For:
The Newport Group, Ltd.
6949 Mariner Drive
Racine, WI 53406
262-898-7777

Job Number: 140155
June 23, 2014
Sheet 9 of 12 Sheets

Condominium Plat of **PRAIRIE PATHWAYS II CONDOMINIUMS**

**THE BAYHILL 174
FOUNDATION PLAN**



LOT 174:
Unit 9
Unit 10

LEGAL DESCRIPTION:

Lots 35, 162 and 174 PRAIRIE PATHWAYS. Together with a 12500th interest in Outlots 1 through 16, Excepting therefrom the West 1/4 feet of Outlot 7 and the West 1/4 feet of Outlot 9, PRAIRIE PATHWAYS, being a replat of PRAIRIE CROSSING, being all of Outlot 1 of Certified Survey Map No. 2609, being a part of the Northeast 1/4 and Southwest 1/4 of the Northwest 1/4, lands in the Northwest 1/4 of the Northwest 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 all in Section 33, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin excepting therefrom all lands previously dedicated.



Map Prepared by: William R. Hennrichs, RLS S-2419

Prepared For:
The Newport Group, Ltd.
6949 Mariner Drive
Racine, WI 53406
262-898-7777

Job Number: 140155
June 23, 2014
Sheet 10 of 12 Sheets

BEARINGS REFER TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTHZONE



NOT TO SCALE

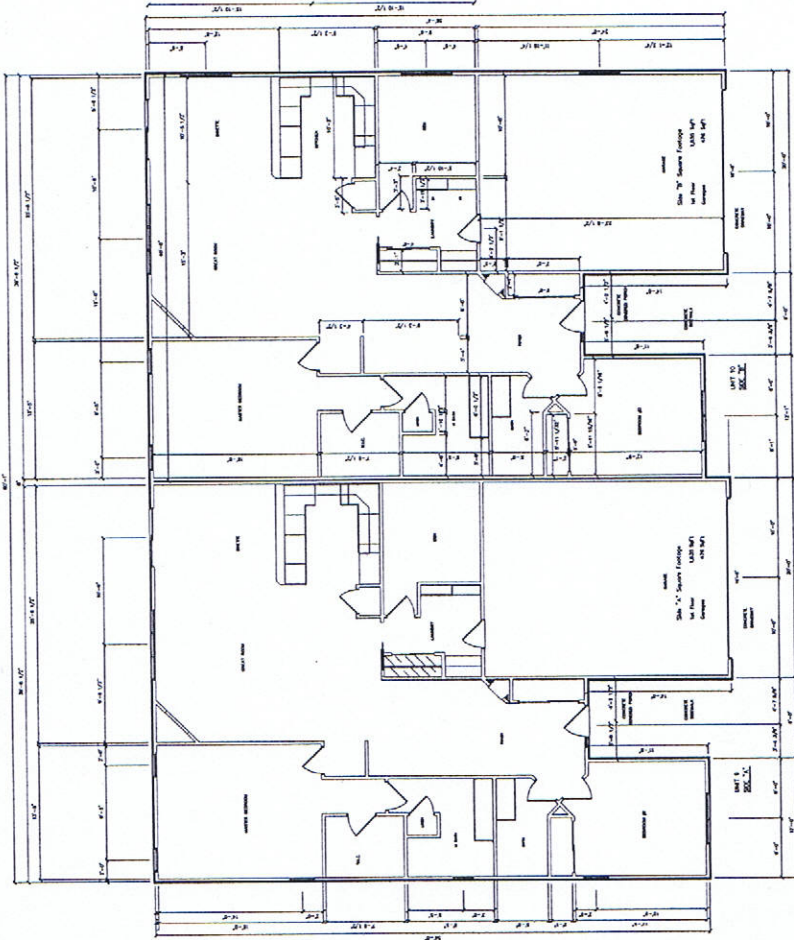


June 23, 2014
Revised: July 3, 2014

William R. Hennrichs

Condominium Plat of **PRAIRIE PATHWAYS II CONDOMINIUMS**

**THE BAYHILL 174
FLOOR PLAN**



LOT 174:
Unit 9
Unit 10

LEGAL DESCRIPTION:

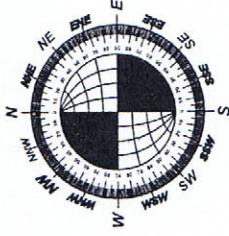
Lots 35, 162 and 174 PRAIRIE PATHWAYS, Together with a 12/300th interest in Outlots 1 through 16, Excepting therefrom the West 1/4 of Outlot 7 and the West 1/4 of Outlot 9, PRAIRIE PATHWAYS, being a replat of PRAIRIE CROSSING, being all of Outlot 1 of Certified Survey Map No. 2509, being a part of the Northeast 1/4 and Southwest 1/4 of the Northwest 1/4, lands in the Northwest 1/4 of the Northwest 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 all in Section 33, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin excepting therefrom all lands previously dedicated.



Map Prepared by: William R. Henrichs, RLS S-2419

Prepared For:
The Newport Group, Ltd.
6949 Mariner Drive
Racine, WI 53406
262-898-7777

BEARINGS REFER TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE



NOT TO SCALE



June 23, 2014
Revised July 3, 2014
William R. Henrichs

Job Number: 140155
June 23, 2014
Sheet 11 of 12 Sheets

PRAIRIE PATHWAYS II CONDOMINIUMS

Condominium Plat of

Lots 35, 162 and 174 PRAIRIE PATHWAYS. Together with a 12/300th Interest in Outlots 1 through 16, Excepting therefrom the West 1/4 feet of Outlot 7 and the West 1/4 feet of Outlot 9, PRAIRIE PATHWAYS, being a replat of PRAIRIE CROSSING, being all of Outlot 1 of Certified Survey Map No. 2609, being a part of the Northeast 1/4 and Southwest 1/4 of the Northwest 1/4, lands in the Northwest 1/4 of the Northwest 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 all in Section 33, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin excepting therefrom all lands previously dedicated.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN
MILWAUKEE COUNTY) SS

I, William R. Henrichs, Registered Land Surveyor, do hereby certify:

That I have surveyed and mapped all of lots 35, 162 and 174 in PRAIRIE PATHWAYS, together with a 12/300th Interest in Outlots 1 through 16, Excepting therefrom the West 1/4 feet of Outlot 7 and the West 1/4 feet of Outlot 9, PRAIRIE PATHWAYS, being a replat of PRAIRIE CROSSING, being all of Outlot 1 of Certified Survey Map No. 2609, being a part of the Northeast 1/4 and Southwest 1/4 of the Northwest 1/4, lands in the Northwest 1/4 of the Northwest 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 all in Section 33, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin excepting therefrom all lands previously dedicated.

That this is a true and correct representation of PRAIRIE PATHWAYS II CONDOMINIUMS, a condominium and that the identification and location of each unit and the common elements can be determined from this plat.



William R. Henrichs
William R. Henrichs
Registered Land Surveyor, S-2419

June 23, 2014
Date
Revised: July 3, 2014

OWNER'S CERTIFICATE

THE NEWPORT GROUP, LTD., as owner, does hereby certify that it caused the land described on this map to be surveyed, mapped and divided as represented on this map.

Date _____ Raymond C. Leffler, President

THE NEWPORT GROUP, LTD., does further certify that this plat is required by Section 703 to be submitted to the following for approval or objection.

1. Village of Caledonia

STATE OF WISCONSIN
RACINE COUNTY) SS

RAYMOND C. LEFFLER, President of THE NEWPORT GROUP, LTD., PERSONALLY came before me this _____ day of _____, 2014, RAYMOND C. LEFFLER, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE

_____ a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as one of the above described land, does hereby consent to the above recitation of owners.

IN WITNESS WHEREOF, the said _____ its _____ has caused these presents to be signed by _____, its _____, 2014, affixed this _____ day of _____, 2014.

Date _____

STATE OF WISCONSIN
RACINE COUNTY) SS

Personally came before me this _____ day of _____, 2014, to me known to be the person who executed the foregoing instrument and to me known to be such _____ of said corporation and acknowledged the same.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____



Map Prepared by: William R. Henrichs, RLS S-2419

Prepared For
The Newport Group, Ltd.
6849 Manner Drive
Racine, WI 53406
262-898-7777

Job Number: 140155
June 23, 2014
Sheet 12 of 12 Sheets

ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION
OF
PRAIRIE PATHWAYS II CONDOMINIUMS OWNERS
ASSOCIATION, INC.

The undersigned, a natural person over the age of 21 years and acting as incorporator of a non-stock, non-profit corporation under the provisions of the Wisconsin Non-stock Corporation Law, Chapter 181 of the Wisconsin Statutes, hereby adopts the following as the Articles of Incorporation of the Corporation:

ARTICLE I - Name

The name of the corporation shall be Prairie Pathways II Condominiums Owners Association, Inc.

ARTICLE II - Period Of Existence

The period of existence of the Corporation shall be perpetual.

ARTICLE III - Purposes

The purposes of the Corporation are:

A. To serve as an association of unit owners under the Wisconsin Condominium Ownership Act ("Act") who own certain residential property located in Racine County, State of Wisconsin (the "Property") subject to the terms and conditions of the Declaration of Condominium as the Declaration may be amended from time to time (the "Declaration") for Prairie Pathways II Condominiums (the "Condominium") as recorded in the office of the Register of Deeds for Racine County, Wisconsin;

B. To serve as a means through which the unit owners may collectively and efficiently manage, maintain, operate, reconstruct and care for the Property in accordance with the Act and the Declaration; and

C. To engage in any lawful activity permitted by the Act and Declaration for which a non-stock, non-profit corporation may be organized under the Wisconsin Non-stock Corporation Law.

ARTICLE IV - Powers

The Corporation shall have all of the powers enumerated in the Wisconsin Non-stock Corporation Law, to the extent not inconsistent with the Act, the Declaration and the By-laws of the Corporation, including without limitation, the following:

A. To exercise exclusive management and control of the common elements described in the Declaration;

B. To operate, repair, replace, reconstruct, protect and maintain the common elements described in the Declaration;

C. To purchase, lease or otherwise acquire units on behalf of all the unit owners and to sell, lease, mortgage, vote the votes attributed to those units and otherwise deal with the units so acquired on behalf of all the unit owners;

D. To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs and the maintenance and operation of the Property;

E. To determine, levy and collect assessments against unit owners and use the proceeds of those assessments in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the Corporation and the common expense relating to the maintenance, repair, replacement, reconstruction, operation and protection of the common elements described in the Declaration;

F. To purchase insurance on the Property and insurance for the benefit of the Corporation and its members;

G. To adopt and amend rules and regulations governing the use and operation of the Property;

H. To enforce by legal means the provisions of the Wisconsin Condominium Ownership Act, the Declaration, the By-laws of the Corporation and any rules and regulations governing the use and operation of the Property;

I. To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the Corporation; and

J. To do all things necessary or convenient to effectuate the purposes of the Corporation.

ARTICLE V - Members

There shall be one class of members designated as "unit owners". The rights and qualifications of members are set forth in the By-Laws of the Corporation.

ARTICLE VI - Principal Office And Registered Agent

The location of the principal office of the Corporation shall be 6949 Mariner Drive, Mt. Pleasant, Racine County, Wisconsin, 53406 and the initial registered agent shall be Raymond C. Leffler. The address of the initial registered agent is 6949 Mariner Drive, Racine, Wisconsin, 53406.

ARTICLE VII - Directors

The number of directors of the Corporation shall be fixed in the By-Laws of the Corporation and in no event shall be less than three. The manner in which directors shall be selected, appointed and removed shall be set forth in the By-Laws of the Corporation.

The number of directors constituting the initial Board of Directors shall be three, and the names and addresses of the initial directors are:

Raymond C. Leffler	6949 Mariner Drive, Racine, Wisconsin, 53406
Heidi Tremmel	6949 Mariner Drive, Racine, Wisconsin 53406
Kurt J. Kamm	6949 Mariner Drive, Racine, Wisconsin, 53406

ARTICLE VIII - Incorporator

The name and address of the incorporator of the Corporation are:

John U. Schneider
1254 West Boulevard
Racine, Wisconsin 53405

ARTICLE IX - Dissolution

The corporation shall not have or issue shares of stock. No dividend shall ever be paid, and no part of the net earning, assets or surplus of the Corporation shall inure to the benefit of or be distributed to its members, directors, officers or any other private individual other than by a rebate of excess membership dues, fees or assessments. The Corporation may pay compensation in

SUBDIVISION RESTRICTIONS