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DECLARATION & BY-LAWS
CHIEF KEWASKUM TRIO
A CONDOMINUM

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CHIEF KEWASKUM TRIO A CONDOMINIUM

1. Address of Condominium:
   700 - 864 Chief Kewaskum Place, Kewaskum, WI 53040
2. Name and Address of Declarants:
   Gary R. Gavin, 7464 Brookhaven Drive, West Bend, WI 53090
   John L. Kuehl, N626 Boltonville Rd., Random Lake, WI 53075
   Charles H. Edmonds, W2272 Rustic Drive, Campbellsport, WI 53010
3. Business Address of Declarant:
   7464 Brookhaven Drive, West Bend, Wisconsin 53090

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 BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

3. YOU MAY AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

INDEX:

1. Declaration. The Declaration establishes and describes the Condominium, the units and common areas. The Declaration begins on page 5.

2. Bylaws. The Bylaws contain rules which govern the Condominium and the effects and responsibilities of the unit owners. The Bylaws begin on page 20.

3. Articles of Incorporation. This is an incorporated Condominium Association.

4. Management or Employment Contracts. None.

5. Annual Operating Budget. The Association incurs expenses for the operation of the Condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget begins on page 28.

6. Expansion Plans. The Declarant has plans to expand this Condominium.

7. Floor Plan and Map. The Declarant has provided a floor plan of the unit being offered for sale and a map of the Condominium, which shows the location of the unit you are considering and facilities and common areas that are part of the Condominium.

DECLARATION OF
CHIEF KEWASKUM TRIO CONDOMINIUM

Kewaskum, Wisconsin

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DECLARATION

CHIEF KEWASKUM TRIO A CONDOMINIUM
KEWASKUM, WISCONSIN 53040

DECLARATION made pursuant to the Condominium Ownership Act of the State of Wisconsin, being Chapter 703 of the Wisconsin Statutes, by **GARY R. GAVIN , JOHN L. KUEHL and CHARLES H. EDMONDS,** hereinafter referred to as **"Declarant".**

ARTICLE I
ESTABLISHMENT

Section 1.01 - Intent. The Declarant, by the execution and recording of this Declaration, intends that the land herein described, the buildings and improvements constructed or to be constructed thereon, and all easements, rights and appurtenances belonging thereto shall be subject to the condominium form of ownership and use in the manner provided by the Condominium Ownership Act of the State of Wisconsin (hereinafter the "Act"), the provisions of this Declaration and the By-Laws of the association of unit owners created under Article XII of this Declaration (hereinafter the "Association").

Section 1.02 - Name and Address. The name by which this condominium shall be known is "Chief Kewaskum Trio A Condominium".

Section 1.03 - Description of Land.

The land which is the subject of this Declaration is described as follows:

Lots 44-52 of "The Kewaskum Potowatomi Prairie", a recorded subdivision in part of the NE ¼ of the NW ¼ and part of the NW ¼ of the NW ¼ of Section 16, Township 12 North, Range 19 East, Village of Kewaskum, Washington County, Wisconsin.

Section 1.04 - Condominium Plat. The Declarant, contemporaneously with the recording of this Declaration, has filed for record in the office of the Register of Deeds for Washington County, a condominium plat entitled "Chief Kewaskum Trio, A Condominium" consisting of two sheets certified on the _____ day of _____, 2004, by David J. Leininger, S-2285, of West Bend, Wisconsin. References herein to the "condominium plat" or "plat" shall be to said recorded plat.

Section 1.05 - Condominium Plat Amendments. The Declarant reserves the right, without Association or unit owner approval, to amend the condominium plat for the purpose of recording the actual location of any unit or any building or other common element improvement, the planned location of which was shown on the original plat, and

for the purpose of recording the location of units created by the Declarant pursuant to Article XIV of this Declaration.

ARTICLE II
CONDOMINIUM BUILDINGS

Section 2.01 - Location of Buildings. The buildings are or will be located on the property described on the condominium plat.

Section 2.02 - Identification System. The condominium living units shall each be assigned a post office street address (Kewaskum, WI, 53040), and Unit I.D. Number. The initial condominium units are as follows:

Lot No.	Unit ID No.	Unit Street Address	Tax Parcel No.
44	1	700 Chief Kewaskum Pl. Kewaskum WI 53040	To Be Assigned
	2	704 Chief Kewaskum Pl. Kewaskum WI 53040	To Be Assigned
45	3	720 Chief Kewaskum Pl. Kewaskum WI 53040	To Be Assigned
	4	724 Chief Kewaskum Pl. Kewaskum WI 53040	To Be Assigned
46	5	740 Chief Kewaskum Pl. Kewaskum WI 53040	To Be Assigned
	6	744 Chief Kewaskum Pl. Kewaskum WI 53040	To Be Assigned
47	7	760 Chief Kewaskum Pl. Kewaskum WI 53040	To Be Assigned
	8	764 Chief Kewaskum Pl. Kewaskum WI 53040	To Be Assigned
48	9	780 Chief Kewaskum Pl. Kewaskum WI 53040	To Be Assigned
	10	784 Chief Kewaskum Pl. Kewaskum WI 53040	To Be Assigned
49	11	800 Chief Kewaskum Pl. Kewaskum WI 53040	To Be Assigned
	12	804 Chief Kewaskum Pl. Kewaskum WI 53040	To Be Assigned
50	13	820 Chief Kewaskum Pl. Kewaskum WI 53040	To Be Assigned
	14	824 Chief Kewaskum Pl. Kewaskum WI 53040	To Be Assigned
51	15	840 Chief Kewaskum Pl. Kewaskum WI 53040	To Be Assigned
	16	844 Chief Kewaskum Pl. Kewaskum WI 53040	To Be Assigned
52	17	860 Chief Kewaskum Pl. Kewaskum WI 53040	To Be Assigned
	18	864 Chief Kewaskum Pl. Kewaskum WI 53040	To Be Assigned

Section 2.03 - Number of Buildings, Etc. There shall be no more than ten (10) buildings on the property when the condominium is constructed, having a total of not more than twenty (20) living units, with no such units being larger than two (2) bedroom units. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Declarant or the Association.

ARTICLE III
CONDOMINIUM UNITS

Section 3.01 - Number of Units. The condominium will have no more than 18 units unless expanded pursuant to Article XIV.

Section 3.02 - Unit Defined. A condominium unit is that portion of a building intended for private use and occupancy as a residential dwelling, consisting of one or more rooms or enclosed spaces on one or more levels and having outer boundaries formed:

(i) as to finished areas, by and including the interior surface materials (i.e., drywall, paneling, tiling and floor coverings) of the perimeter and internal structural walls, floors and ceilings; and

(ii) as to any unfinished areas (such as garage), by the following:

(a) upper boundaries shall be the horizontal plane created by the undersurface of the ceiling/floor joists or the undersurface of the chords of the roof trusses, as the case may be;

(b) lower boundaries shall be the upper surface of the floor; and

(c) vertical boundaries shall be the vertical plane created by the inner surface of perimeter and structural walls.

Each unit includes its attached garage, windows, window frames, entry doors, door frames and unit fixtures. The boundaries of each unit have the dimensions and are located as shown on the condominium plat and amendments filed pursuant to Section 1.05 of this Declaration.

Section 3.03 - Description of Units. Details of the unit floor plans are available for inspection at the office of the Declarant or the Association.

Section 3.04 - Unit Fixtures. Improvements to a unit which are permanent in nature are unit fixtures. Typical unit fixtures include the following: interior non-load bearing walls, interior doors, window and door glass, cabinetry, electric wiring and lighting fixtures, wall to wall floor coverings, plumbing fixtures and pipes, heating and air conditioning systems, water heater, exhaust fans and such other built-in or permanent improvements or appliances which may be within the unit.

Section 3.05 - Unit Identification System. Each unit has a unit identification number and a post office address as shown in Section 2.02. The unit identification numbers shall be used and shall be legally sufficient for all conveyance purposes. When a conveyance affecting a unit occurs prior to the construction of a unit, the unit identification number shall be used and shall be legally sufficient to convey to the grantee the right to construct that unit in accordance with this Declaration.

Section 3.06 - Completion of Units. All units, whether owned by the Declarant or a successor to the Declarant, shall be constructed and completed within 5 years of the date this Declaration is recorded. Units not completed within at least 5 years shall be

removed from the condominium in accordance with the Act unless the time period is extended in accordance with the Act.

Section 3.07 - Unit Modification. The floor plan of a unit may be altered and the fixtures therein may be modified by a unit owner provided that such work is done in compliance with Section 6.03 of this Declaration.

Section 3.08 - Boundary Wall Easements. Each unit owner shall have an easement in the boundary or exterior walls surrounding that unit for the purposes of additional utility outlets, wall hangings, and the like; except that the unit owner shall do nothing to impair or destroy the structural integrity of the wall or building or the sound-proofing of any partition walls. No openings whatsoever shall be made into any boundary wall, floor or ceiling without the prior written approval of the Association.

ARTICLE IV
COMMON ELEMENTS AND FACILITIES

Section 4.01 - Description. The common elements and facilities of the condominium are all of its land, improvements and appurtenances, excluding the individual units as defined in Article III of this Declaration. The common elements include, without limitation, the following:

(1) the land described in Section 1.03 of this Declaration;

(2) the building structures, including perimeter and load-bearing walls, perimeter floors and ceilings, roof systems, foundations, structural support systems, exterior finish materials, entry stoops, porches, decks and patios;

(3) the electric, telephone, communication, gas, water, sanitary sewer and other utility lines, laterals, conduits or pipes, whether located in-ground, above-ground or within building walls and which are not owned and maintained by a public or private utility company;

(4) the driveways, sidewalks, private roadways and lighting thereof;

(5) the lawn and landscape areas and improvements; and

(6) all other parts of the condominium necessary or convenient for the existence, maintenance and safety of the condominium or normally in common use by all unit owners;

Section 4.02 - Percentage Interest. Each unit owner shall have an undivided 1/18 interest in the common elements of the condominium as a tenant in common with the other unit owners of the condominium, such interest being subject to change upon expansion of the condominium as provided for in Article XIV of this Declaration.

Section 4.03 - Transfer of Common Elements. The percentage interest of each unit owner in the common elements of the condominium shall not be separated from the unit to which it appertains and shall be deemed to be conveyed, leased or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

Section 4.04 - Partition of Common Elements. There shall be no partition of the common elements through judicial proceedings or otherwise unless this Declaration is terminated and the property is withdrawn from the terms of this Declaration and any statute of Wisconsin applicable to condominium ownership.

ARTICLE V
LIMITED COMMON ELEMENTS

Section 5.01 - Limited Common Elements. Certain common elements which are contiguous to a unit shall be known as limited common elements and shall be reserved for the exclusive use and benefit of the occupants of such units. They include, without limitation, the following:

(1) those common elements, if any, identified as limited common elements on the condominium plat;

(2) the electric, telephone, communication, gas, water, sewer and other utility lines, conduits or pipes from the utility or public easement, or from the point of separation to each building (as the case may be), to the service board or service connection in the building;

(3) patios, decks, and porches immediately adjacent to and having access directly from a unit;

(4) the portions of each building not included within the definition of a unit;

(5) the pad upon which the building is located;

(6) the drives, walks and lighting thereof serving each unit;

(7) shrubbery and other landscaping improvements which are located within the three (3) feet of the unit; and

(8) such other parts of the common elements necessary, convenient, appurtenant to or normally in common use by the occupants of a building.

Section 5.02 - Transfers. The use of limited common elements shall not be separated from the unit to which such use appertains and shall be deemed transferred

with the unit when it is leased, conveyed or encumbered, even though such interest is not expressly mentioned or described in the conveyance instrument.

ARTICLE VI
REPAIRS AND MAINTENANCE

Section 6.01 - Common Elements. The Association shall be responsible for the management, control, maintenance, repair and replacement of the common elements (including the limited common elements) and shall cause the same to be kept in good, safe, clean, attractive and sanitary condition, provided, however, that the cost to repair or replace any portion of the common elements damaged through the fault or negligence of a unit owner or occupant may be charged in accordance with Section 7.04 of this Declaration.

Section 6.02 - Individual Units. Each unit owner shall be responsible to maintain his or her unit in good order, condition and repair and in a clean, safe and sanitary condition. Further, each unit owner shall be responsible for the maintenance, repair and replacement of unit fixtures.

Section 6.03 - Limitations on Changes. No unit owner shall alter the floor plan or otherwise modify his/her unit without first obtaining, during the period of Declarant control as defined in Section 12.05 of this Declaration, the written consent of the Declarant or thereafter, the written consent of the Association. Likewise, no unit owner shall make any alteration, change or improvement to common or limited common elements without such consent. A unit owner shall not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of a building or the safety of the property, or impair any easement.

Section 6.04 - Entry for Repairs. The Association shall have the right, at reasonable times and under reasonable conditions, to enter upon or across any unit in connection with the maintenance, repair or replacement of any common element. Except in cases of emergency, the Association shall give prior notice to affected unit owners and occupants of its need to make entry. Such entry shall be with as little inconvenience to the unit occupants as practical and any damage caused thereby shall be repaired and restored by the Association and treated as a common expense.

Section 6.05 - Lawn Care and Snow Removal. The Association shall have the right to enter into contracts for lawn care and landscape maintenance in the common areas and for snow removal in the driveway areas.

ARTICLE VII
ASSESSMENTS FOR COMMON EXPENSES

Section 7.01 - Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the

residents in the condominium; to provide for the repair, maintenance, insurance and improvement of the common elements; to provide for such emergency repairs as the Association may deem necessary; and to create reserve funds for the purposes authorized by this Declaration and the By-Laws.

Section 7.02 - Common Expenses. Common expenses are defined as follows:

(1) all sums lawfully assessed against the unit owners by the Association for the management, control, maintenance, repair and replacement of common elements;

(2) expenses declared common expenses by the Act, by this Declaration or the By-Laws;

(3) amounts determined by the Board of Directors to be collected and held from time to time as a reserve fund for the future acquisition, replacement or repair of common elements (including limited common elements such as building roofs, driveways and parking lots, other building components and landscaping improvements). The reserve fund shall accumulate from year to year in a non-lapsing account of the Association.

Section 7.03 - Share of Common Expenses. Each unit owner shall be responsible for the payment of that proportionate share of the common expenses reflected by the percentage interest in the common elements assigned to each unit by Section 4.02 of this Declaration; provided, however, that expenses incurred by the Association to repair any portion of the common elements damaged through the fault or negligence of a unit owner or occupant may be accounted for separately and be charged to the unit owner responsible therefor as a special charge.

Section 7.04 - Special Charges. Expenses incurred by the Association to repair or replace any portion of the common elements damaged through the fault or negligence of a unit owner or occupant and expenses incurred by the Association for the maintenance, repair or replacement of Limited common elements in accordance with Section 6.01 of this Declaration may be accounted for separately and be charged to the unit owners responsible therefore as a special charge. Penalties assessed by the Board of Directors for infractions of Association rules and regulations shall also be special charges.

Section 7.05 - Annual Assessments. The Association shall, as provided in the By-Laws, determine an annual budget for common expenses and fix an annual assessment which shall be paid by each unit owner on a monthly basis. Monthly payments not made when due shall render the unpaid annual assessment for such year delinquent and such amount shall be due and payable in full. The failure or delay of the Association to prepare the annual budget or to notify any unit owner of his/her assessment shall not constitute a waiver or release of such unit owner's obligation to pay his/her proportionate share of the common expenses whenever the same shall be determined; and in the event

of such failure or delay of the Association to prepare the annual budget, each unit owner shall continue to pay the annual assessment at the then existing rate until the new assessment is determined.

Section 7.06 - Common Surpluses. In the event of a common surplus at the end of any fiscal year, such surplus (excluding amounts held in the reserve fund) shall be credited to the unit owners' next annual assessments for common expenses in proportion to the percentage of interest for each unit established by Section 4.02 of this Declaration.

Section 7.07 - Special Assessment. In addition to the annual assessments the Association may, in the absence of sufficient reserve funds, levy special assessments for the purpose of defraying in whole or in part the cost of any construction, reconstruction, acquisition, replacement or repair of common elements, or to finance any underestimated, unusual or unpredicted cost. Such special assessment shall be levied and collected in the manner set forth in the By-Laws. The proceeds of a special assessment shall be collected, held and disbursed by the Association for the sole purpose for the which the same was levied.

Section 7.08 - Uniform Rate of Assessment. The annual assessments and any special assessments shall be levied at a uniform rate for all units in accordance with the percentage interest established by Section 4.02 of this Declaration.

Section 7.09 - Covenant to Pay. In accordance with the statutory liability created by the Act, the owner of each unit, by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be conclusively deemed to have covenanted and agreed with every other unit owner and with the Association to pay to the Association all assessments and charges, regular or special, in accordance with the provisions of the Act, this Declaration and the By-Laws. Liability for assessments and charges may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments or charges are made.

Section 7.10 - Liability for Assessments upon Conveyance.

(1) In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments levied against the grantor for his or her share of the common expenses up to the time of the conveyance and for which a statement of condominium lien is filed as provided herein, without prejudice to the rights of the grantee to recover from the grantor the amount paid by the grantee for such assessments.

(2) Any grantee of a unit is entitled to a statement from the Association setting forth the amount of unpaid assessments against the grantor and the grantee is not liable for, nor shall the unit conveyed be subject to a lien which is not filed pursuant to Section 7.11 hereof for, any unpaid assessment against the grantor in excess of the amount set forth in the statement. If the Association does not provide such statement within

ten (10) business days after grantee's request, it shall be barred from claiming against the grantee under any lien which is not filed under Section 7.11 hereof prior to the request for the statement.

Section 7.11 - Lien for Assessments. All assessments, regular or special, and special charges levied pursuant to this Article, together with interest thereon and actual costs of collection, constitute a lien upon such unit and upon the undivided interest in the common elements appurtenant thereto, in favor of the Association, provided that a statement of lien is filed within two (2) years after the date on which the assessment becomes due. The Lien is effective against the unit at the time the assessment becomes due regardless of when within the two (2) year period it is filed. A statement of condominium Lien signed and verified by a director of the Association is filed in the land records in the office of the Clerk of Circuit Court of Washington County and shall contain the legal description of the unit, the name of the record owner thereof, the amount of assessment due and the period for which the assessment was due. Upon full payment of an assessment for which the lien is claimed, the unit owner shall be entitled to a fileable satisfaction of the lien.

Section 7.12 - Priority of Lien. Such lien shall be superior to all other liens and encumbrances on such unit, except only for:

(1) Liens of general and special taxes.

(2) All sums unpaid on a first mortgage recorded prior to the making of the assessment.

(3) Mechanic's liens filed prior to the making of the assessment.

(4) All sums unpaid on any veteran secondary mortgage loan made under Section 45.80 of the 1989 Wisconsin Statutes.

(5) A lien under Sections 292.31(8)(i), 292.41(6)(d) or 292.81 of the Wisconsin Statutes.

All other liens created after the date of the recording of this Declaration shall be inferior in priority to Liens of the Association for any assessment, whether or not so specifically set forth in the Instruments creating such Liens.

Section 7.13 - Enforcement of Lien. A Lien may be enforced and foreclosed by the Association in the same manner and subject to the same requirements as a foreclosure of mortgages on real property. An action to foreclose the lien must be initiated within three (3) years following the recording of the statement of condominium lien; provided, however, that no action may be brought except after ten (10) days prior written notice to the unit owner given by registered mail, return receipt requested, to the address of the unit owner shown on the books of the Association. The Association may recover costs and

actual attorney fees and may bring suit for any deficiency following foreclosure in the same proceeding.

Section 7.14 - Additional Remedies. Any assessment or installment thereof not paid within 10 days after the due date shall accrue interest from the due date at the rate prescribed by the Wisconsin Statutes to be collected upon the execution of a judgment. In Lieu of charging such interest, the Association Board of Directors may, from time to time, fix a reasonable late payment fee for each month, or fraction thereof, that such assessment is not paid. All payments on account shall be first applied to the interest or late charge, if any, and then to the assessment payment first due. The Association may bring an action at law against the unit owner obligated to pay the assessment or may foreclose the lien against the unit. The filing of a suit to recover a money judgment for unpaid assessments hereunder shall not be deemed to be a waiver of the Association's lien foreclosure rights.

ARTICLE VIII
COVENANTS ON USE AND OCCUPANCY

Section 8.01 - Use of Premises. All units in the condominium shall, except as hereafter provided, be used exclusively for residential dwelling purposes consistent with the size and facilities of the units. During the period in which initial sales of units by the Declarant are in progress, the Declarant may maintain model units within the condominium and may occupy or grant permission to any person with or without rental, as determined by the Declarant, to occupy the same for business or promotional purposes, including clerical activities, sales offices and model units for display, provided such activities do not unreasonably interfere with the quiet enjoyment of any other unit owners or unit occupants.

Section 8.02 - Construction Activities. During the initial period of construction of the buildings and facilities of the condominium, the Declarant, his contractors and subcontractors and their respective agents and employees, shall be entitled to access to said buildings and all common elements of the condominium as may be required in connection with such construction.

Section 8.03 - Prohibited Activities and Signs. No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise, whether designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the condominium; nor, except as permitted by Association rules or regulations, shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any owner on any part of the condominium. The right is reserved by the Declarant to place "For Sale" or "For Rent" signs on any unsold or unoccupied unit, and to place such other signs on the property as may be required to facilitate the sale of unsold units.

Section 8.04 - Use of Common Elements. Each unit owner shall have the right to use the common elements and facilities in common with all other unit owners for the

purposes of access to, use, occupancy and enjoyment of his or her unit and the common elements, which right shall extend to the unit owner and the unit owner's family, invitees and tenants. Such use shall, however, be subject to and be governed by the Act, this Declaration, the By-Laws and the Association rules and regulations, to the end that the condominium may be operated and maintained as an attractive residential complex. Specifically, there shall be no obstruction of, nor shall anything be kept or stored on any part of the common elements and facilities without the prior written agreement of the Association. Nothing shall be altered on, constructed in or removed from the common elements and facilities except upon the prior written agreement of the Association.

Section 8.05 - Fences and Structures Regulated. No fence of any or storage building may be erected within the condominium unless it has been approved by the Association as an integral part of the landscaping plan. Hot tubs of no more than 60 square feet may be permitted.

Section 8.06 - Pets and Animals. No pets, animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or in or on the common areas except such household pets as may be kept in strict compliance with Association rules and regulations.

Section 8.07 - Motor Vehicles. The number of motor vehicles, including motorcycles, which may be kept on the condominium property may be limited by Association rules and regulations and all vehicles shall be kept and parked in strict compliance with such rules and regulations. Except for the vehicles of guests of unit occupants, the parking of all other vehicles of any kind on the condominium property is prohibited. All motor vehicles must be licensed and operable.

Section 8.08 - Commercial and Recreational Vehicles. No person shall use any of the common elements of the condominium for the parking, storage or operation of motor homes, campers, trucks over one-ton capacity, snow-mobiles, all-terrain vehicles or other commercial or recreation-type vehicles, except as permitted by Association rules and regulations.

Section 8.09 - Nuisances. Unlawful, immoral, noxious or offensive activity shall not be carried on in any unit or in the common elements, nor shall anything be done therein or thereon, either willfully or negligently, which may be or become, in the judgment of the Board of Directors, an annoyance or nuisance to the other unit owners or unit occupants.

Section 8.10 - Insurance and Safety Hazards. No owner or occupant shall, within his or her unit or anywhere on the condominium property store, collect, permit or use any material or product which will increase the rate of insurance or result in cancellation of insurance or create a safety hazard.

Section 8.11 - Roof Structures. No owner or occupant shall place upon the roof of any building any antenna, tower, solar collector or other similar device, except as permitted by Association rules and regulations.

Section 8.12 - Accessory Structures. No accessory structure shall be constructed or placed on the condominium property except by action of the Association.

Section 8.13 - Leasing of Units. The Declarant may lease units which it owns upon such terms and conditions as it determines. After a unit has been sold by the Declarant, the unit owner may not thereafter lease the unit for a term of less than six (6) months. The owner of a leased unit shall notify the Association of the tenant's name and telephone number.

Section 8.14 - Unoccupied Units. If the occupant of a unit, whether the owner or a tenant, intends to leave such unit unoccupied for a period of more than one month, the occupant shall notify the Association prior thereto of the occupant's forwarding address and of a telephone number where the occupant can be reached.

ARTICLE IX
REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

Section 9.01 - Compliance Required. Every unit occupant shall comply strictly with every rule, restriction, regulation adopted by the Association under the By-Laws, covenants, conditions and restrictions set forth in the Act, this Declaration, By-Laws or in the deed to the unit.

Section 9.02 - Emergency Entry for Abatement. The Association shall have the right, in cases of emergency affecting the health or safety of other occupants or affecting the safety of the building or any other unit, to enter any unit for the purpose of abating the breach of rule, regulation, restriction, covenant or condition which causes such emergency. Damages arising from such entry shall be the responsibility of the owner of the unit entered.

Section 9.03 - Legal Remedies. Failure to comply with any of the By-Laws, rules, covenants, conditions or restrictions is grounds for action to recover sums due, for damages or injunctive relief, or both, maintainable by the Association or, in a proper case, by an aggrieved unit owner.

ARTICLE X
INSURANCE

Section 10.01 - Insurance by Association. The Association shall obtain and continue in effect policies of insurance providing coverage for the condominium property against loss or damage by fire or other hazard and against liability claims. For purposes of this Declaration the term "condominium property" includes fixtures, improvements and alterations which are a part of the condominium buildings or structures and built-in appliances such as those used for refrigerating, ventilating, cooking, heating, water service or other housekeeping functions. The amount of protection and the types of hazards to be

covered shall be reviewed and determined at least annually by the Board of Directors. The insurance provided by the Association shall be without prejudice to the right of each unit owner to insure his or her own unit for personal benefit provided, however, that no owner shall be entitled to exercise his or her right to maintain individual unit insurance in such a way as to decrease the amount which may be realized under any Association insurance policy.

Section 10.02 - Assessment of Premiums. Premiums for policies of insurance obtained by the Association shall be common expenses assessable to the unit owners in accordance with the percentage of interest established by Section 4.02 of this Declaration. The cost of insurance is included in the annual Association budget and is, therefore, part of the annual assessment established pursuant to Section 7.05 of this Declaration which is payable on a monthly basis.

Section 10.03 - Coverage. The Association shall provide the following types of insurance coverage:

(1) **Property Insurance.** The Association shall be the named insured individually and as trustee for each of the unit owners and their mortgagees as their interests may appear in the percentages established by Section 4.02 of this Declaration. All condominium property shall be insured for not less than full replacement value. Such insurance shall provide protection against loss or damage by fire and other hazards covered by a standard special coverage (all risk) endorsement. To the extent possible, such insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association and their respective servants, agents and guests, and that the insurance cannot be canceled, invalidated nor suspended on account of conduct of any one or more unit owners or the Association or their servants, agents and guests without thirty (30) days prior written notice to the Association giving it an opportunity to cure the defect within that time.

(2) **Liability Insurance.** Public liability insurance shall be provided covering all claims customarily insured against with respect to the common elements and facilities and the Association's management thereof.

(3) **Workers Compensation.** Workers compensation insurance shall be provided by the Association to the extent necessary to comply with applicable state law.

(4) **Other Insurance.** The Board of Directors may provide such other insurance as it determines is necessary or desirable.

Section 10.04 - Use of Proceeds. Insurance proceeds shall first be disbursed by the Association as trustee for the repair or restoration of the damaged common elements. The unit owners and their mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined not to rebuild or

a court has ordered partition of the condominium property or there is a surplus of insurance proceeds after the common elements have been completely repaired or restored.

Section 10.05 - Insurance by Unit Owners. Unit owners shall be responsible to provide policies of insurance covering their respective units and following items:

(1) The contents of the owner's unit, the owner's automobile, any additions and improvements to his or her unit, the fixtures, decorating and furnishings therein and the owner's personal property stored elsewhere within the condominium.

(2) Public liability coverage to the extent not insured by the liability insurance carried by the Association for all of the unit owners pursuant to Section 10.03 hereof.

Section 10.06 - Limitation on Liability. No unit owner or his mortgagee shall have any claim against any other unit owner, the Association, its officers or directors, the Declarant, the manager or managing agent of the condominium or their respective employees and agents for damage to the common elements, the units or to any personal property located in the units or common elements caused by fire or other casualty to the extent that such damage is covered by fire and other forms of casualty insurance.

ARTICLE XI
RECONSTRUCTION

Section 11.01 - Determination. Partial damage or total destruction of any part of the common elements shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, except that if the cost of repair or reconstruction would exceed the amount of available insurance proceeds, the Association may, by written consent of at least seventy-five percent (75%) of the unit owners and their mortgagees and within ninety (90) days of the date of the damage or destruction, determine not to rebuild or repair. In such event, the property shall be subject to an action for partition pursuant to the Act.

Section 11.02 - Variances. On reconstruction, the design, plan and specifications of any building or unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any unit may not vary by more than five percent (5%) from the number of square feet for such unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction.

Section 11.03 - Financing. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall, as provided in Article X of this Declaration, be available to the Association for the purpose of repair or reconstruction. The Association shall have the right to levy assessments as a common expense against

all unit owners in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

ARTICLE XII
ASSOCIATION OF UNIT OWNERS

Section 12.01 - Legal Entity. The affairs of this condominium shall be governed by an incorporated association of unit owners which is a legal entity for all purposes. The Association shall be known as the **Chief Kewaskum Trio Condominium Owners Association, Inc.** (herein the "Association").

Section 12.02 - Membership and Voting Rights. The record owner(s) of each unit, which may be the Declarant, shall automatically be members of the Association. Membership in the Association is appurtenant to and shall not be separated from ownership of the condominium unit. There shall be one vote for each unit at all meetings of the Association. The vote for each unit shall be exercised (and may be restricted) as set forth in the By-Laws, but in no event shall more than one vote be cast with respect to any unit. There can be no split vote. Unit owners may vote by proxy, but the proxy is effective only for a maximum period of 180 days following its issuance, unless granted to a mortgagee or lessee.

Section 12.03 - Powers of the Association. The Association may take any action authorized by the Act, this Declaration, the Association's By-Laws or any rules and regulations of the Association and shall have the authority and power to:

(1) adopt budgets for revenues, expenditures and reserves and to levy and collect assessments for common expenses from the unit owners;

(2) employ and dismiss employees and agents;

(3) sue on behalf of the unit owners;

(4) make contracts and incur liabilities;

(5) cause additional improvements to be made as a part of the common elements;

(6) grant easements through or over the common elements;

(7) grant or withhold approval of any action by a unit owner or other person which would change the exterior appearance of any condominium building;

(8) enforce the obligation of unit owners to maintain and repair limited common elements;

(9) obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the condominium, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts;

(10) obtain and pay for legal and accounting services necessary or desirable in connection with the operation and administration of the condominium;

(11) acquire and hold for the use and benefit of all of the owners tangible and intangible personal property and dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be a common element;

(12) establish reasonable rules and regulations governing the use of the units and the common elements, which rules and regulations shall be consistent with the rights and duties of unit owners as established in this Declaration;

(13) contract for garbage and trash collection, snow and ice removal, lawn and landscaping care, common area maintenance and other common services;

(14) exercise any other power granted to the Association by the Act, this Declaration or the By-Laws.

Section 12.04. - Meetings of the Association. Meetings of the Association shall be governed by the following and such additional rules as may be set forth in the By-Laws:

(1) The Association shall maintain a roster of names and addresses of the current unit owners to whom the notice of meetings of the Association shall be sent.

(2) Each unit owner shall furnish the Association with his or her name and current mailing address and no unit owner may vote at a meeting of the Association until this information is furnished.

(3) No regular or special meeting of the Association may be held except on at least ten (10) days written notice delivered or mailed to each unit owner at the address shown on the roster or unless waivers are duly executed by unit owners.

Section 12.05 - Declarant Control. The Declarant, or persons designated by the Declarant, may appoint and remove the officers of the Association and exercise the powers and responsibilities otherwise assigned by the Act, this Declaration or the By-Laws to the Association or to its officers for a period ending ten (10) years after the date that the first condominium unit is conveyed by the Declarant to any person other than the Declarant, or thirty (30) days after the conveyance of seventy-five percent (75%) of the common element interests to purchasers, whichever shall first occur. This provision is subject to

limitations respecting the election of Association directors as contained in the Act and set forth in the By-Laws.

Section 12.06 - Indemnity of Association. The Association and its officers and directors shall not be liable to the unit owners for any mistakes of judgment or any acts or omissions made in good faith as such directors or officers. The unit owners shall indemnify and hold harmless each of such directors and officers against all contractual liability to others arising out of contracts made by such directors and officers on behalf of the unit owners or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such directors and officers shall have no personal liability with respect to any contract made by them on behalf of the unit owners or the Association. The liability of any unit owner arising out of any contract made by such directors or officers or out of the aforesaid indemnity shall be limited to the percentage interest established by Section 4.02 of this Declaration. Each agreement made by such directors or officers or by the managing agent on behalf of the unit owners or the Association shall be executed by such directors or officers or the managing agent, as the case may be, as agents for the unit owners or for the Association.

ARTICLE XIII
EASEMENTS AND ENCROACHMENTS

Section 13.01 - Utility Repair Easements. Easements are hereby declared and granted for utility repair purposes, including the right to install, lay, maintain, repair and replace water mains, laterals and pipes, sanitary sewer mains, laterals and pipes, gas mains, storm sewers, telephone wires and equipment, cable television lines, electrical conduits and wires and equipment over, under, along, through and on any part of the common elements. These easements shall run only to the Declarant and Association and not to any utility company unless specifically conveyed or granted to such utility company by the Declarant or the Association.

Section 13.02 - Easements to Run with the Land. All interests and rights described and set forth in this Declaration are easements appurtenant to and running with the land, perpetually in full force and effect and shall at all times inure to the benefit of and be binding upon the Declarant, the Declarant's successors and assigns, and upon any unit owner, purchaser, mortgagee or other person or entity having an interest in said land or any part or parcel thereof.

Section 13.03 - Encroachments. In the event that, by reason of the construction, settling or shifting of any building, any part of the common elements encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common elements or upon another unit, valid easements for the maintenance of such encroachments and for the use of such adjoining space are hereby established and shall exist for the benefit of such unit owners and the common elements as the case may be, so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement

for any encroachment be created in favor of the owner of any unit, or in favor of the owners of the common elements if such encroachment occurred due to the willful conduct of such owner or owners. The provisions contained in this section relating to such easements shall apply only insofar as it may be necessary to carry out the terms and intent of the Declaration.

ARTICLE XIV
EXPANSION OF CONDOMINIUM

Section 14.01 - Right to Expand. Declarant expressly reserves for the Declarant and Declarant's successors and assigns the right to expand the condominium at any time within the period commencing on the date of the recording of this Declaration and expiring on the tenth anniversary of the date of the recording of this Declaration. Such expansion may take place in one or more phases to create not more than a total of 20 units under this Declaration.

Section 14.02 - Change in Fractional Interest of Unit Owners. In the event of expansion, the fractional or percentage interest in the common elements of the condominium appurtenant to each unit (whether initial or new) following the expansion shall be that fraction using the number "1" as the numerator and the total number of declared units as the denominator. Changes in percentage interests shall become effective upon recording the expansion amendment, and shall supersede for all purposes the percentage interest stated in Section 4.02 of this Declaration.

Section 14.03 - Procedures for Further Expansion. The right to expand the condominium may be exercised by recording amendments to this Declaration and the condominium plat. Such amendments shall not require the approval of unit owners and their mortgagees as otherwise required for amendments under Section 17.05 of this Declaration. The amendment to the Declaration shall set forth the new percentage interests of the unit owners, the number of votes appurtenant to each unit following the expansion of the condominium and such other provisions as may be appropriate to the expansion. The amendment to the condominium plat shall, with respect to the expansion property, buildings and units, include the detail and information required for an original condominium plat.

Section 14.04 - Restrictions and Conditions Applicable to Additional Units. The additional buildings and units authorized by this Article shall be constructed on the property described in Section 1.03 of this Declaration and in a manner which is comparable in style and nature to the buildings and units in the initial stage. The units constructed after the initial stage, and their owners and occupants, shall be subject to: (i) the restrictions, covenants and conditions of this Declaration, (i.i) the By-Laws and (Iii) the rules and regulations from time to time adopted by the Association in accordance with the By-Laws.

Section 14.05 - Effect Upon Unit Owners and Mortgagees. Upon the recording of expansion amendments to the Declaration and the plat, each unit owner,

by operation of law, has the percentage interest in the common elements, the liabilities for common expenses, the rights to common surpluses and shall have the number of votes set forth in the amendment to the Declaration. Following any expansion, the interest of any mortgagee shall, by operation of law, attach to the new percentage interest in the common elements appurtenant to the unit on which the mortgagee has a lien.

Section 14.06 - Consent of Unit Owners and Power of Attorney. Each owner of a unit and each assignee or successor with respect to such unit shall, by acceptance of a deed to any unit, be deemed to agree, approve and consent to any such expansion or series of expansions, or to any part thereof, and to such adjustment in the percentage of interest in the common elements, the liabilities for common expenses and the rights to common surplus which appertain to each unit and its owner; and shall be deemed to grant to Declarant, and the Declarant's successors and assigns, an irrevocable power of attorney, coupled with an interest to act for and in the stead of such unit owner with respect to such expansion(s) and the filing and recording of amendments to this Declaration with respect thereto in conformance with this Article.

Section 14.07 - Expansion Not Required. Nothing contained herein shall be construed so as to create any obligation on behalf of Declarant or Declarant's successors and assigns to undertake the construction of additional buildings and units or to proceed with respect to any expansion; nor shall anything contained herein be deemed to grant or create any rights in unit owners under this Declaration with respect to such expansion.

ARTICLE XV
BUILDING CONSTRUCTION REQUIREMENTS

Section 15.01 - Type of Construction. Each building shall be constructed or erected on the building site and no previously used building shall be moved onto or reassembled within the condominium.

Section 15.02 - Building Construction Materials. A List of building construction materials and exterior finishes shall be submitted with the floor plan and building elevations to the Declarant for review and approval.

Section 15.03 - First Floor Elevation and Site Grading. The first floor of each building shall be set to the elevation established by the Declarant. Each building site shall be graded to harmonize with the finished or proposed grade of the adjoining building sites and common areas. Each building site shall also be graded so that there will be a natural waterway along the side and rear boundaries of such site to provide for the flowage of surface water in the direction of the natural flow of such water. The Declarant shall review and approve all grading plans. Site grading and building elevations shall be in conformance with the grading plan approved by the Village of Kewaskum.

Section 15.04 - Removal of Excess Ground. Excavation spoil and excess ground or fill accumulated on a building site may not be moved elsewhere within the condominium or to adjacent lands without the express approval of the Declarant and if such approval is granted, the removal of such excess materials shall be without cost to the owners of the lands on which the same is deposited.

Section 15.05 - Surface Drainageways. Waterways shall be sodded or immediately seeded and mulched unless drainage is provided by underground drain tile and no obstruction of any kind shall be erected or placed in such waterways. All of such work shall be done as directed or approved by the Declarant. All surface drainage ways shall be in conformance with the storm water management plan as approved by the Village of Kewaskum.

Section 15.06 - Completion of Construction. Exterior construction of a building shall be substantially completed within six months from the beginning thereof and all construction shall be completed within 12 months from the start thereof, provided that the Declarant may extend such times when, in its opinion, conditions warrant such extension. All landscaping shall be completed in a timely manner, weather permitting.

ARTICLE XVI
MUNICIPAL SERVICES

Section 16.01 - Sewer and Water Charges. Each unit owner is responsible for the timely payment of sanitary sewer and water user charges imposed upon the unit by the Village of Kewaskum

Section 16.02 - Property Taxes. In accordance with the Act, each unit, together with its percentage interest in the common elements, is subject to property tax assessments and the collection of taxes in the same manner as any other parcel of real estate.

ARTICLE XVII
MISCELLANEOUS PROVISIONS

Section 17.01 - Notice to Mortgage Lenders. Upon written request to the Association, the holder of any duly recorded mortgage or other interest in any unit shall be given a copy of any and all notices permitted or required by this Declaration to be given to the unit owner whose unit is subject to such mortgage or interest.

Section 17.02 - Covenants to Run with Land. Each grantee (purchaser of a unit) of the Declarant, and each subsequent purchaser, by the acceptance of a deed or contract of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and to the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared; and all impositions and obligations hereby imposed shall be deemed and taken to be covenants

running with the land and shall bind any person having at any time any interest or estate in said land or any unit thereon, and shall inure to the benefit of such unit owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or instrument of title.

Section 17.03 - Non-Waiver of Covenants. No covenant, restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or any time lapse.

Section 17.04 - Waiver of Damages. Neither the Declarant nor his agents, representatives or employees shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority reserved, granted or delegated to the Declarant pursuant to this Declaration, or the Declarant's capacity as developer, owner, manager or seller of the condominium, whether such claim (I) is asserted by the unit owner, unit occupant, unit mortgagee, the Association or by any person or entity claiming through any of them; or (Ii) is made on account of injury to person or damage to or loss of property, wherever located and however caused.

Section 17.05 - Amendment of Declaration. This Declaration may be amended with the written consent of at least two-thirds (2/3) of the unit owners, provided, however, that no provision of this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act. A unit owner's written consent is not effective unless it is approved by the mortgagee of the unit, if any. Amendments become effective when recorded in the office of the Register of Deeds of Washington County, Wisconsin.

Section 17.06 - Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration or any part of the same, shall not impair or affect in any manner the validity enforceability or effect of the remainder of this Declaration.

Section 17.07 - Service of Process. At the time of the adoption of this Declaration, the registered agent for service of process shall be Gary R. Gavin. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association which change of registered agent shall be filed with the Clerk of the municipality in which the condominium is located.

IN WITNESS WHEREOF, the said Declarant, has executed this Declaration on the 14th day of May, 2004.

CHIEF KEWASKUM TRIO LLC by:

Gary R. Gavin, Member

John L. Kuehl , Member

Charles H. Edmonds, Member

STATE OF WISCONSIN)SS
WASHINGTON COUNTY

Personally came before me this 13 day of May, 2004 , Gary R. Gavin, to me known to be such persons who executed the same and being the members of the Declarant.

Karen M. Christianson
Notary Public, State of Wisconsin
My commission is permanent

STATE OF WISCONSIN)SS
WASHINGTON COUNTY

Personally came before me this 14th day of May, 2004 , John L. Kuehl, to me known to be such persons who executed the same and being the members of the Declarant.

Elizabeth M. Bakken
Notary Public, State of Wisconsin
My commission 09-03-06

Prairie Gardens

A Condominium

Surveyor
David J. Leininger
Accurate Surveying
4483 Hwy. 33 W.
West Bend, WI 53095

Declarant
Gary R. and Linda M. Gavin
P.O. Box 567
Kewaskum, WI 53040

Lot 43 of "The Kewaskum Potawatomi Prairie", a recorded subdivision in part of the NE 1/4 of the NW 1/4 and part of the NW 1/4 of the NW 1/4 of Section 16, Township 12 North, Range 19 East, Village of Kewaskum, Washington County, Wisconsin.

WISCONSIN DAVID J. LEININGER S-2285 WEST BEND, WI LAND SURVEYOR

There are no objections to this plat with respect to Sec. 703.115 Wis. Stats.

Certified April 30, 2004
Brian W. Grothwohl, Washington County Real Property Lister

Surveyor's Certificate:

I hereby certify that by the direction of the declarant, I have surveyed, and mapped the land shown and described hereon and that this is a true and correct representation of Prairie Gardens, A Condominium, and that the identification and location of each unit and the common elements can be determined from the plat.

Dated this 27th day of April, 2004.

David J. Leininger, S-2285

Floodplain elevation on the south side of property = 840.3
Floodplain elevation on the north side of property = 839.6

o – Indicates a 1.3" x 18" iron pipe weighing 1.68 lbs./ft. found.

O – Indicates a 1.27" x 30" rebar weighing 4.30 lbs./ft. found.

▨ – Indicates no vehicular access.

Bearings are referenced to the Wisconsin Coordinate Grid System, South Zone. The north line of the NW 1/4 of Sec. 16-12-19 has a grid bearing of N 89°33'14" W. (NAD 27)

Scale in feet
0 50 100 200 300
1" = 100'

Outlot 1 and Outlot 2:

Outlot 1 and Outlot 2 shall be owned and maintained by the Owner/Developer. The Developer may dedicate to all owners of Lot 43, and its Condominium Association for private park lands to be maintained by said Association.

As owner I hereby restrict all lots and blocks, in that no owner, possessor, user, nor licensee, nor other person shall have any right of direct vehicular ingress or egress with CTH H, as shown on the plat; it being expressly intended that this restriction shall constitute a restriction for the benefit of the public according to section 236.293, Wisconsin Statutes and shall be enforceable by Washington County.

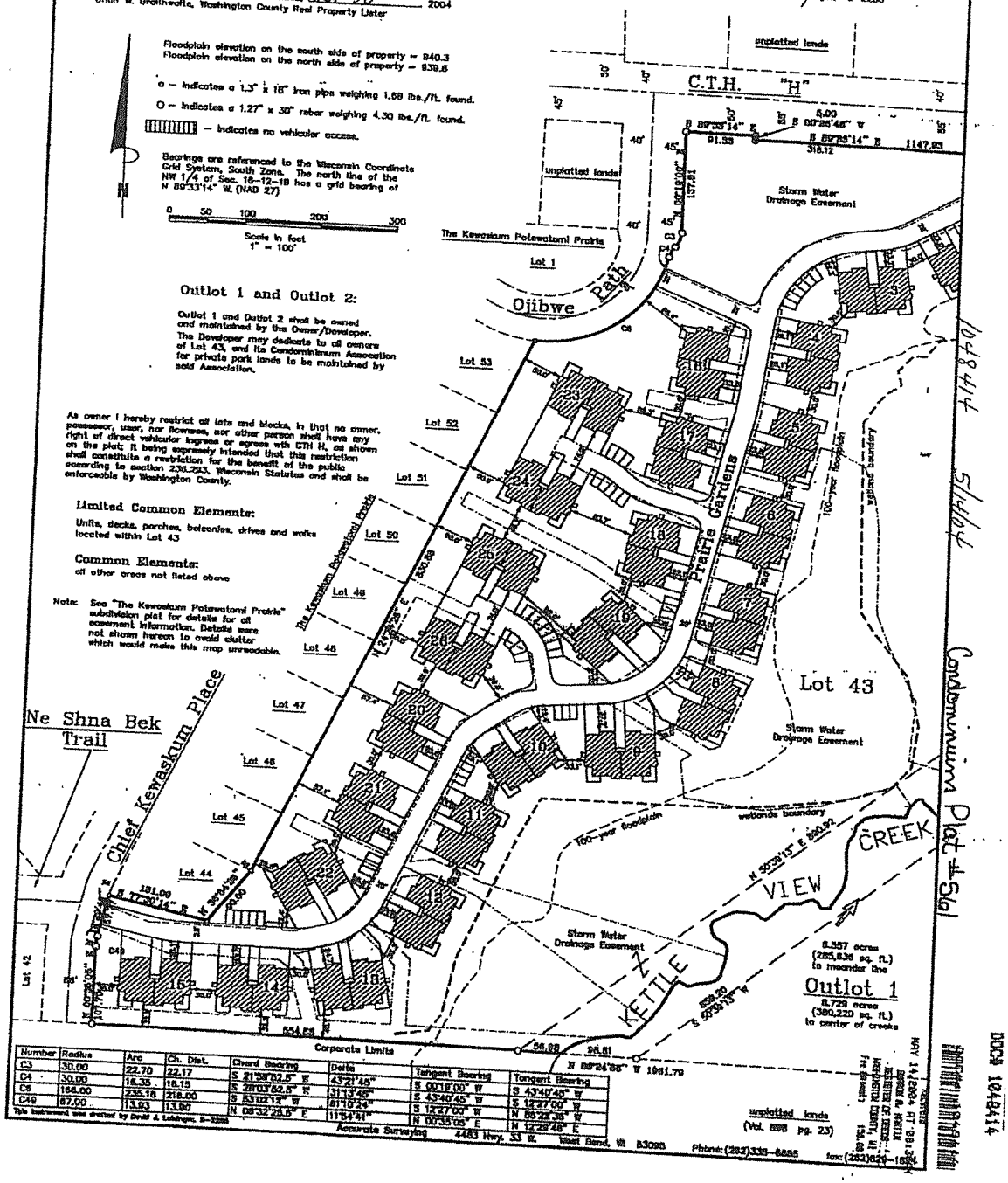
Limited Common Elements:

Units, decks, porches, balconies, drives and walks located within Lot 43

Common Elements:

all other areas not listed above

Note: See "The Kewaskum Potawatomi Prairie" subdivision plat for details for all easement information. Details were not shown hereon to avoid clutter which would make this map unreadable.



Number	Radius	Arc	Ch. Dist.	Chord Bearing	Delta	Tangent Bearing	Tangent Bearing
C3	30.00	22.70	22.17	S 21°56'52.5" W	43°21'45"	S 00°16'00" W	S 43°40'45" W
C4	30.00	16.35	16.15	S 28°03'52.5" W	31°13'45"	S 43°40'45" W	S 12°27'00" W
C5	164.00	235.18	216.00	S 53°05'15" W	81°19'24"	S 12°27'00" W	N 89°22'35" W
C49	87.00	13.93	13.90	N 08°32'28.5" E	11°54'41"	N 00°35'05" E	N 12°29'46" E

Title instrument was drafted by David J. Leininger, S-2285

Accurate Surveying 4483 Hwy. 33 W. West Bend, WI 53095 Phone: (262)338-8885 fax: (262)629-1884

Volume 44 of Condominium Plat #591

Document 1048414

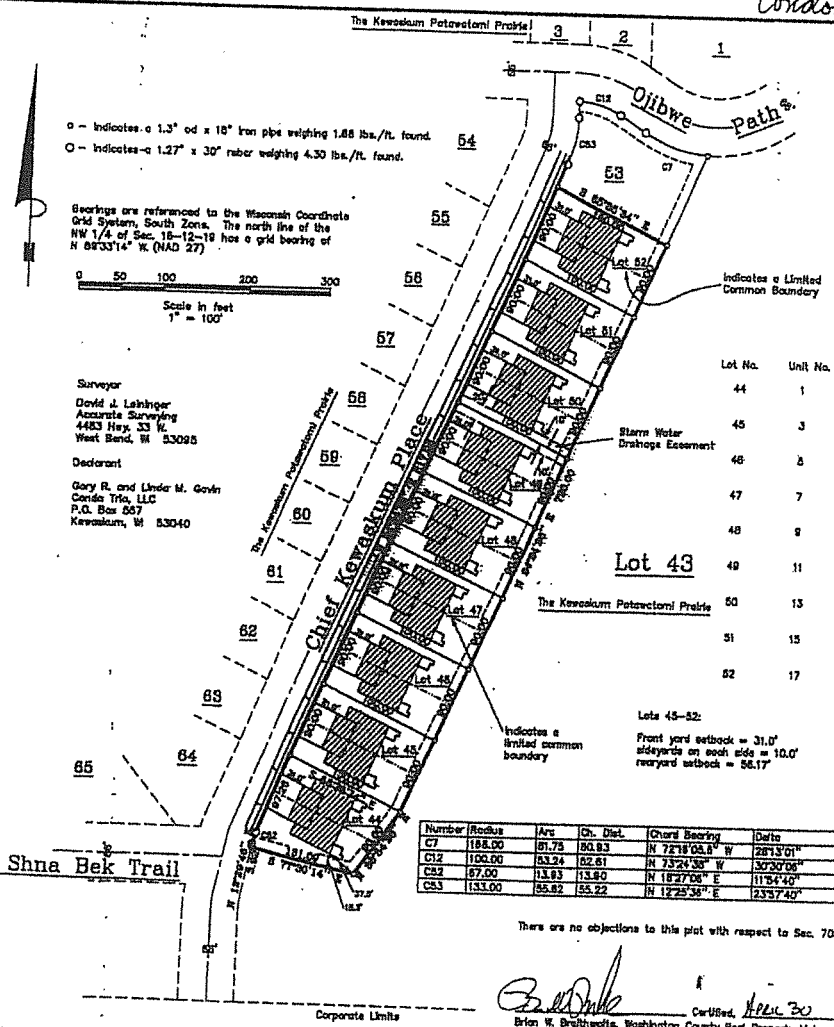
Condominium Plat # 560 5/14/04 1048412

Chief Kewaskum Trio

A Condominium

Lots 44–52 of "The Kewaskum Potawatomi Prairie", a recorded subdivision in part of the NE 1/4 of the NW 1/4 and part of the NW 1/4 of the NW 1/4 of Section 18, Township 12 North, Range 19 East, Village of Kewaskum, Washington County, Wisconsin.

MAY 14, 2004 [illegible]
SHARON A. MARTIN
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: 150.00



o – Indicates a 1.3" od x 18" iron pipe weighing 1.68 lbs./ft. found.

O – Indicates a 1.27" x 30" rebar weighing 4.30 lbs./ft. found.

Bearings are referenced to the Wisconsin Coordinate Grid System, South Zone. The north line of the NW 1/4 of Sec. 18–12–19 has a grid bearing of N 89°33'14" W. (NAD 27)

0 50 100 200 300

Scale in feet
1" = 100'

Surveyor

David J. Leininger
Accurate Surveying
4483 Hwy. 33 W.
West Bend, WI 53095

Declarant

Gary R. and Linda M. Gavin
Conde Trio, LLC
P.O. Box 567
Kewaskum, WI 53040

Lot No.	Unit No.	Address
44	1	700 Chief Kewaskum Place Kewaskum, WI 53040
45	3	720 Chief Kewaskum Place Kewaskum, WI 53040
46	5	740 Chief Kewaskum Place Kewaskum, WI 53040
47	7	760 Chief Kewaskum Place Kewaskum, WI 53040
48	9	780 Chief Kewaskum Place Kewaskum, WI 53040
49	11	800 Chief Kewaskum Place Kewaskum, WI 53040
50	13	820 Chief Kewaskum Place Kewaskum, WI 53040
51	15	840 Chief Kewaskum Place Kewaskum, WI 53040
52	17	860 Chief Kewaskum Place Kewaskum, WI 53040

Lot No.	Unit No.	Address
44	2	704 Chief Kewaskum Place Kewaskum, WI 53040
45	4	724 Chief Kewaskum Place Kewaskum, WI 53040
46	6	744 Chief Kewaskum Place Kewaskum, WI 53040
47	8	764 Chief Kewaskum Place Kewaskum, WI 53040
48	10	784 Chief Kewaskum Place Kewaskum, WI 53040
49	12	804 Chief Kewaskum Place Kewaskum, WI 53040
50	14	824 Chief Kewaskum Place Kewaskum, WI 53040
51	16	844 Chief Kewaskum Place Kewaskum, WI 53040
52	18	864 Chief Kewaskum Place Kewaskum, WI 53040

Lots 45–52:

Front yard setback = 31.0'
sideyards on each side = 10.0'
rearyard setback = 56.17'

Number	Radius	Arc	Ch. Dist.	Chord Bearing	Delta	Tangent Bearing	Tangent Bearing
C7	188.00	81.75	80.83	N 72°18'03.5" W	28°53'01"	N 86°22'38" W	N 56°09'33" W
C12	100.00	53.24	52.61	N 73°24'38" W	30°30'06"	N 58°09'35" W	N 88°39'41" W
C52	67.00	13.93	13.80	N 18°27'06" E	11°54'40"	N 12°29'46" E	N 24°24'28" E
C53	133.00	55.82	55.22	N 12°25'36" E	23°57'40"	N 24°24'28" E	N 00°28'46" E

There are no objections to this plat with respect to Sec. 703.115 Wis. Stats.

Certified April 30 2004

Brian W. Braithwaite, Washington County Real Property Lister

This instrument was drafted by David J. Leininger, S-2285

Surveyor's Certificate:

I hereby certify that by the direction of the declarant, I have surveyed, and mapped the land shown and described hereon and that this is a true and correct representation of Chief Kewaskum Trio, A Condominium, and that the identification and location of each unit and the common elements can be determined from this plat.

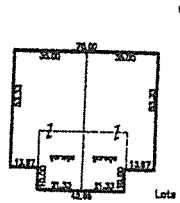
Dated this 27th day of April 2004.

David J. Leininger, S-2285

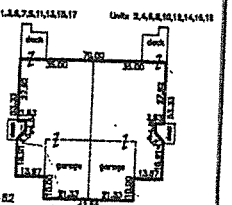
WISCONSIN
DAVID J. LEININGER
S-2285
WEST BEND, WI
LAND SURVEYOR

Note: All dimensions shown are exterior dimensions (per building plan) must be adjusted for interior dimensions

Dimensions may vary due to construction materials used



Lower Level Plan
Scale 1" = 40'
Units 1,3,5,7,9,11,13,15,17



Lots 44–52

First Floor Plan
Scale 1" = 40'
Units 2,4,6,8,10,12,14,16,18

Accurate Surveying 4483 Hwy. 33 W. West Bend, WI 53095 Phone: (262)338-8885 fax: (262)629-1624