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This instrument prepared by and
after recording mail to:
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RECORDER'S STAMP

LANDMARK TITLE 111.02

DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS FOR PRAIRIE WIND TOWNHOMES CONDOMINIUM

1151 Townline Road
Lake Geneva, WI 53147

DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR PRAIRIE WIND TOWNHOMES CONDOMINIUM

THIS DECLARATION is made this 12th day of October, 2004, by Prairie Wind Townhomes of Lake Geneva, LLC, a Limited Liability Company, hereinafter referred to as the "Declarant".

WITNESSETH, THAT:

WHEREAS, the Declarant is the owner in fee simple of certain real estate hereinafter described, located in the City of Lake Geneva, Walworth County, Wisconsin; and

WHEREAS, the Declarant desires and intends by this Declaration to submit and subject said real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Condominium Ownership Act of the State of Wisconsin Chapter 703 Wisconsin Statutes, as amended from time to time, (hereinafter referred to as the "Act"); and

WHEREAS, the Declarant desires to establish certain rights and easements in, over and upon said real estate for the benefit of itself and the benefit of all future owners or occupants of the said real estate or any part thereof (which shall be known as Prairie Wind Townhomes Condominium Association, Inc.) and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the property and all units, together with mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

WHEREAS, the Declarant desires and intends that the several unit owners, mortgagees, occupants and other persons hereinafter acquiring any interest in the property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote, enhance and protect the common amenities and the cooperative aspect of ownership and to facilitate the proper administration of said property, and are established for the purpose of enhancing and protecting the value, desirability, appearance and aesthetics of the property; and

NOW, THEREFORE, the Declarant, as the holder of title of said real estate hereinafter described, and for the purpose hereinabove set forth, **DECLARES AS FOLLOWS:**

ARTICLE I

The real estate that is submitted to this Declaration of Condominium is described on Exhibit A attached hereto.

ARTICLE II

For the purpose of clarity and brevity, certain words and terms used in this Declaration are defined as follows:

2.01 **Declaration:** This instrument, by which the Property as hereinafter defined, is submitted to the provisions of the Act, and shall include such amendments, if any, to this instrument as from time to time may be adopted pursuant to the terms hereof.

2.02 **Property:** The air space, land, buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in conjunction therewith, which have been or are intended to be subject to the provisions of the Act. In the event the condominium is expanded, the term "property" shall mean the submitted property, together with such portions of the additional property or other property as from time to time have been added to the condominium.

2.03 **Additional Property:** The real property and any improvements thereon, whether now existing or hereafter constructed, more particularly described in Exhibit C attached hereto and made a part hereof, which real property may be added in whole or in part at any time or from time to time to the condominium in accordance with the provisions of this Declaration and the Act. Also referred to as Expansion Property

2.04 **Unit:** A part of the property subject to this Declaration intended for independent use as a single family residence including one or more cubicles of air at one or more levels of space, or one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in a building on the Property. The boundaries of each Unit shall consist of that part of each building as follows:

(a) **Horizontal Boundaries**: The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the vertical boundaries:

(i) **Upper Boundary**: The upper boundary of a Unit is the horizontal plane of the bottom surface of the floor joist above the uppermost floor of each such Unit; provided, however, that the upper boundary of each of the uppermost Units in a Building is the horizontal plane of the bottom surface of the attic floor joists, if any, above such Unit, or if no such attic floor joists, then the bottom surface of the rafters supporting the roof of the Building.

(ii) **Lower Boundary**: The lower boundary of a Unit is the horizontal plane of the top surface of the concrete slab or floor joists below the lower most floor of each such Unit.

(b) **Vertical Boundaries**: The vertical boundaries of a Unit are the vertical planes, extended to intersections with each other and with said unit's upper and lower boundaries, of the inner surface of any stone, brick, block or other masonry walls which are structural walls bounding such Unit and, with respect to those walls bounding such Unit which are not of stone, brick, block or other masonry, such vertical boundaries are the interior surface of the studs which support the dry wall, wood, or plaster perimeter walls bounding such Unit.

(c) **Included Items**: Expressly included as part of each Unit are:

(i) the door to any patio or deck serving the Unit;

(ii) the front entrance door and any other entrance door to the Unit and any and all hardware associated therewith;

(iii) all windows, screens or sky lights for the Unit, (including porch screens, if applicable);

(iv) interior ceilings, floors, walls, and floor and wall coverings, including those within any screened or enclosed porch;

(v) the air conditioning, heating, gas lines, including, without limitation, and hot water components exclusively serving such Unit whether or not located within the designated boundary lines of the Unit;

(vi) the interior of any garage or garages exclusively serving the Unit, including, without limitation, the interior ceilings, floors, walls and floor and wall coverings, if any;

(vii) Subject to subparagraph (viii) below, all space, interior partitions and other fixtures and improvements (including, without limitation, sinks,

bathtubs, other plumbing facilities, refrigerators, ovens, television, cable and other communication lines and systems, the individual Unit temperature alarm and other appliances and systems) within the designated boundaries of a Unit; and

(viii) If any chutes, flues, ducts, conduits, wires, pipes, bearing walls, bearing columns or any other apparatus (including, without limitation, wall safes, medicine cabinets, built-in shelving and other similar items) lies partially within and partially outside of the designated boundaries of a Unit, any portions thereof exclusively serving that Unit shall be deemed a part of that Unit, while any portions thereof, serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements.

(ix) If any portion of the Common Elements or Limited Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements or Limited Common Elements as a result of the duly authorized construction, reconstruction or repair of a Building, or as a result of settling or shifting of a 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 Plats shall be conclusively presumed to be its boundaries, regardless of the settling or shifting of the Building and regardless of minor variations between the physical boundaries described in this Declaration or shown on the Plats and the existing physical boundaries of any such Unit or Common Element.

2.05 **Unit Owner:** Any natural person, corporation, partnership, association, trust or other entity capable of holding title to real property, or any combination thereof which owns fee simple title to a unit or has equitable ownership to a unit as a land contract vendee, but does not include any mortgagee, as such, unless and until such mortgagee takes title to a unit by foreclosure or process in lieu thereof.

2.06 **Unit Number:** The number designating the unit in the Declaration.

2.07 **Association:** All of the unit Owners acting as a group in accordance with the Declaration.

2.08 **Building:** A detached structure containing one (1) or more units, or a structure containing a community or recreational facility, situated on a part of the property.

2.09 **Common Elements:** All of the condominium except the units and including, but not limiting thereto:

(a) The real estate described on Exhibit "A";

(b) The foundations, columns, girders, beams, supports, party walls, outside walls, roofs, entryway, stairs;

(c) The grounds, yards, gardens, parking areas, play areas, and recreational facilities; except individual Unit;

(d) The premises for the storage of property utilized in the maintenance of the property;

(e) Installation of central services such as power, light, gas, cold water, as applicable;

(f) All apparatus and installations existing for common use; and

(g) All other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

2.10 **Common Expenses:**

(a) All sums lawfully assessed against the Unit Owners by the Association of Unit Owners; and

(b) Expenses declared Common Expenses by the Act or by this Declaration or By-laws.

2.11 **Common Surpluses:** The balance of all income, rents, profits and revenues from the common areas and facilities remaining after the deduction of the Common Expenses.

2.12 **Limited Common Elements:** Those portions of the common elements designated in the Declaration or on the Plat or Building Plans as being limited common elements. The wooden decks and staircases are limited common elements.

2.13 **Majority or Majority of Unit Owners:** The unit Owners with more than 50% of the votes in accordance with the votes assigned in the Declaration to the units for voting purposes.

2.14 **Percentage Interest.** The appurtenant, undivided interest of each Unit and each Unit Owner, as hereinafter defined, in the Common Elements expressed as a percentage and shown for each respective Unit on Exhibit D attached hereto and made a part hereof.

2.15 **Person:** Individual, corporation, partnership, association, trustee or other legal entity.

2.16 **Unit Ownership:** A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

2.17 **Occupant:** Person or persons, other than Owner or Unit Owner in possession.

2.18 **Plat:** The plat of survey of the Property, the plat of survey of the expansion area, and the Floor Plans of all Units in the Property submitted to the provisions of the Act, comprise the Plat, which consists of four pages (Page 1 being the Property Survey with building locations; Page 2 being the Expansion Area; Page 3 being the floor plans for the first floor; Page 4 being the floor plans for the second floor; Page 5 being the floor plans for the Lower Level) and is attached hereto as Exhibit "B", and by reference expressly incorporated herein and made a part hereof and registered and filed concurrently with the registration of this Declaration with the Walworth County Register of Deeds.

2.19 **Driveways and Sidewalks:** The surfaced portions of the Property set aside for the travel by foot, animal or vehicle to and from the Units, Garages and Sidewalks to public streets or highways and for parking of automobiles and vehicles.

2.20 **Board:** The Board of Directors of the Association.

ARTICLE III

PROPERTY AND UNITS; SUBMISSION TO ACT; OPTION TO EXPAND

3.01 **Submission of Property to the Act:** The Declarant hereby submits the Property to the provisions of the Act, for a residential condominium, as provided under Chapter 703, of the Wisconsin Statutes.

3.02 **Units: Description and Ownership:** The legal description of each Unit shall consist of the identifying number of such Unit as shown on the Plat, attached hereto as Exhibit "B". Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying symbol as shown on the plat, and every such description shall be

deemed good and sufficient for all purposes, as provided in the Act. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereon as shown on the Plat. Except as otherwise provided by the Condominium Ownership Act, no Unit Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

Each Unit in the condominium shall consist of the designated area shown on the plat, attached hereto as Exhibit "B" and shall be constructed as provided on the plans and specifications incorporated in Exhibit "B" attached. All plans and specifications are subject to change as provided in Section 5.15 of the Declaration..

3.03 **Certain Structures Not Constituting Part of a Unit:** No Unit Owner shall own any pipes, wires, conduits, public utility lines or other structural components running through his Unit and serving more than his Unit, whether or not such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit, except as a tenant-in-common with all other Unit Owners.

3.04 **Option to Expand the Condominium.** The Declarant hereby expressly reserves an option until the tenth anniversary of the recordation of this Declaration to expand the Condominium in compliance with Section 703.26 of the Act without the consent of any Unit Owner or mortgagee. The option to expand may be terminated prior to such anniversary only upon the recordation by the Declarant of an amendment to this Declaration. The option to expand is subject to the following:

(a) The Declarant expressly reserves the unqualified right to add all or any portion(s) of the Additional Property, to add additional Units, or to do either or both of the foregoing at any time or from time to time at different times so long as the applicable supplemental declaration is recorded within the aforesaid ten (10) year period, provided, only that the total area of Additional Property added to the Condominium shall not exceed the total area of the Additional Property as described on the Plat attached hereto and made a part hereof as part of Exhibit B.

(b) The maximum number of Units on the Submitted Property and Additional Property will not exceed ninety-six (96), if fully expanded.

(c) In order to exercise its rights pursuant to this Article III, Declarant shall execute and record a supplemental declaration prior to the expiration of the aforesaid ten (10) year period, which supplemental declaration shall describe the Additional Property to be added to the Condominium the number of Units to be added, a description of said Units and any Limited Common Elements, the Percentage Interest of each Unit, (determined in

accordance with Section 5.16 hereof), and any complimentary additions and modifications to the Declaration as may be necessary and desirable to reflect the different character, if applicable, of the Additional Property being submitted to the Declaration, including a provision for additional easements, and to reflect any adjustment to the Common Expenses in connection with the Condominium as expanded.

(d) Declarant makes no assurances as to the locations of improvements that may be constructed on any portion of the Additional Property. Such improvements as may from time to time exist on any portion of the Additional Property will become part of the Condominium if and only if the Declarant's option to expand is timely exercised to include those portions of the Additional Property on which such improvements exist.

(e) All Units to be created on any portion of the Additional Property added to the Condominium shall be restricted to residential use. No assurances are made by Declarant as to the size or type of Units or other improvements that may be created in the future on the Additional Property.

(f) Declarant expressly reserves the right to create Common Elements and Limited Common Elements on the Additional Property.

(g) In the event the Condominium is expanded, the allocation of Percentage Interests in the Condominium, as expanded from time to time, shall be adjusted, in accordance with the formula set forth in Section 5.16 hereof, to reflect the addition of any Units added by such expansion.

(h) In the event the Declarant exercises its right to expand the Condominium pursuant hereto, then upon any such expansion all references in this Declaration to the "Buildings," the "Condominium," "Condominium Units," "Property," "Unit Owners," "Association," and all other terms which refer to the Condominium or any aspect thereof automatically shall refer to the Condominium as expanded.

(i) In the event the Declarant shall not add to the Condominium all or any portion of the Additional Property, the Declarant nevertheless shall have the right to construct, renovate or remodel all or any portion of any improvements on the Additional Property and to operate the same without restriction, and the Declarant specifically reserves the rights and easements set forth in Section 5.05 of this Declaration.

(j) To the extent permitted by applicable law, Declarant shall have the right, but

not the obligation, to construct from time to time community and recreational facilities on the Additional Property, and from time to time to add said community and recreational facilities to the Condominium; whereupon the Unit Owners shall be responsible for the costs and maintenance thereof in accordance with each such Unit Owner's Percentage Interest as of the date thereof. Declarant does not currently intend to construct any community and recreational facilities on the Additional Property.

(k) Declarant makes no representation that any recreational facilities will be built. However, in the event any community and/or recreation facilities shall be constructed upon any portion of the Additional Property added to the Condominium, but the Condominium shall not be expanded to include all of the Additional Property, the Declarant expressly reserves the right to grant to any persons at any time owning or occupying any portion of the Additional Property and the members of their families and guests, a non-exclusive easement for the use and enjoyment of such facilities and for reasonable rights of pedestrian and vehicular ingress and egress over the Condominium in furtherance thereof. Such easements shall be subject, without limitation, to all covenants and conditions of record, and to the obligation of all Owners of any portion of the Additional Property so benefited to bear their fair share of all costs of operating, maintaining, repairing and replacing such facilities.

3.05. **Additional Property-Assessments, Votes**. Liabilities for Common Expenses and rights to common surpluses shall be based on Percentage Interests and the Percentage Interest appertaining to all Units, including Units added to the Condominium pursuant to this provision and those Units declared to be a part of the Condominium by this Declaration, shall be equal. Assessments shall commence as to such Units in accordance with Section 7.01 hereof.

ARTICLE IV

COMMON ELEMENTS: LIMITED COMMON ELEMENTS

4.01 **Ownership of Common Elements:** Each Unit Owner shall be entitled to and own an undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners of the Property in the percentage set forth on Exhibit "D", and except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such Owner's Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his Unit. The undivided interest in the common elements

shall not be separated from the Unit to which it appertains and shall be deemed to be leased, conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

4.02 **Partition of Common Elements:** There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium Ownership.

4.03 **Common Elements; Description:** The Common Elements shall consist of all of the condominium except the units.

4.04 **Limited Common Areas:** The Limited Common Elements consist of those Common Elements which are described as Limited Common Elements on the Plats, and which are reserved for the use of specific Units to the exclusion of all other Units. The Limited Common Elements include without limitation:

(a) the patios, decks and staircases to decks adjacent to Units (which are reserved for the exclusive use of the Units to which each is adjacent);

(b) functional balconies (being those balconies designed for use as same) are Common Elements;

(c) the frames and sills of all entrance doors, porch, deck or balcony doors and frames and sills of all window which are not part of the Unit but which are adjacent to and serve only such Unit;

(d) the driveway exclusively serving a Unit or Units (extending from the Unit garage door to the private drive) as shown on the Plats;

(e) the exterior deck lights, front and/or rear light, if any, mounted on the exterior of a Unit to illuminate limited common area of said unit;

(f) any chimney, dormer or vent or similar appurtenance exclusively serving a Unit whether or not located within the designated boundary lines of a Unit; and

(g) any shutters, doorsteps, stoops, porches, decks and other fixtures, (including, without limitation, mailboxes, house numbers and landscaping) designed to service a single Unit but located outside a Unit.

ARTICLE V

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

5.01 **No Severance of Ownership:** No Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit Ownership without including therein both his interest in the Unit and his corresponding percentage of Ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined Ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

5.02 **Use of the Common Elements:** Subject to the provisions of Section 5.05, each Unit Owner shall have the right to use the Common Elements in common with all other Unit Owners, as may be required for the purposes of ingress and egress to, and use, occupancy and enjoyment of, the respective Unit owned by each Unit Owner, and to the use and enjoyment of Common facilities. Such rights shall extend to the Unit Owner and the members of the immediate family and guests and other authorized occupants and visitors of the Unit Owner. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act, the Declaration and the By-Laws and Rules and Regulations of the Board of Directors (hereinafter described and for convenience hereinafter sometimes referred to as the "Board").

5.03 **Maintenance of Common Elements; Common Expenses:** Except as otherwise provided herein, management, repair, maintenance, alteration and improvement of the Common Elements shall be the responsibility of the Board and an expense of the Association.

5.04 **Prohibited Uses of Common Elements:**

(a) Unit Owners shall not store trash, garbage, recyclables or other waste upon the Common Elements except in a neat, orderly and sanitary condition in the containers provided for collection;

(b) Unit Owners shall not hang laundry, rugs or other decorations from the exterior windows and decks of the Units;

(c) Unit Owners shall not cause any boats, trailers, camper trailers, or motor homes or any other item of personal property to be kept and maintained in the driveway appurtenant to each Unit or in the common areas or limited common areas appurtenant to each Unit

for a continuous period in excess of seventy-two (72) hours without obtaining consent under 8.01(g). Unit Owners shall not cause any non-operating vehicles to be stored on the driveway or any portion of the common areas or limited common areas appurtenant to each Unit.

5.05 **Easements:**

(a) **Encroachments:** In the event that, by reason of the construction, settlement or shifting of any Building, or the design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or upon any part of the Common Elements or any other Unit, or if any utility system serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be.

(b) **Easements for Utilities:** Public Utilities are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wires and other equipment into, over, under, along and on any portion of the Common Elements and Limited Common Areas for the purpose of providing the property with utility services, together with the reasonable right of ingress to and egress from the property for said purpose. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any downspouts, gutters and pipes, , wires, ducts, conduits, public utility lines or structural components running through the walls of a Unit whether or not such walls lie in whole or in part within the Unit boundaries.

(c) **Easements to Run with the Land:** All easements and rights described herein are easements appurtenant, running with the land described on Exhibits A and C, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon the undersigned, its successors and assigns, and any Unit Owner, purchaser, mortgagee and other person having any interest in the Property or any part or portion thereof.

(d) **Easements for Police, Fire and Postal Service:** A perpetual easement is hereby granted for the free and uninterrupted access to the grounds hereinbefore described for any and all legally

designated law enforcement agencies, fire departments and the U.S. Postal Service for the performance of their duties.

(e) **Access to Underground Conduits:** The Declarant hereby further reserves for itself and its successors and assigns access to and the right to connect to any of the above-described underground pipes or other conduits for the improvement and benefit of additional phases of the Condominium as described in Article III of this Declaration.

(f) **Access Rights to Expansion Area:** The Declarant hereby further reserves for itself and its successors and assigns a right of access over, across and through the Property for purposes of transporting construction materials, for making underground or aboveground utility and conduit connections and/or for any other reasonable use related to the construction of buildings and units in additional phases of the Condominium as described in Article III of this Declaration. Any exercise of this right shall not constitute a nuisance.

(g) **Easement to Expansion Area:** Declarant hereby subjects the Property to an easement benefiting the Owner of the Expansion Land, giving the Expansion Land and any development constructed thereon (whether or not a part of the Condominium) the right of access across the roadways constructed on the Property and identified as Park Drive on the Condominium Plat, and the right to connect to and/or use the sanitary and storm water sewer systems, street lighting system, domestic water system, fire protection system and other necessary systems located on the Property. Any exercise of this right shall not constitute a nuisance. The Owner of the Expansion Land shall pay a pro rata share of all costs and expenses for use, maintenance and replacement of the property subject to this easement based upon the number of residential dwelling units constructed on the Expansion Land and the number of residential units in the Condominium.

5.06 **Separate Mortgages of Units:** Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective Ownership interest in the Common Elements.

5.07 **Separate Real Estate Taxes and Utilities:** It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of Ownership in the Common Elements, as provided in the Act.

5.08 **Utilities:** Each Unit Owner shall pay for his own gas, electricity, cable, telephone and other utilities which are separately metered to each user by the respective utility company.

5.09 **Insurance; Unit Owners:** Each Unit Owner shall be responsible for their own insurance on the contents of their own Unit, and their additions and improvements thereto and decorating and furnishings and personal property therein, and their personal property stored elsewhere on the Property, and their personal liability, all to the extent not covered by the fire and liability insurance for all of the Unit Owners obtained as part of the Common Expenses as provided below in Section 6.08 hereof.

Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, 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.

5.10 **Maintenance, Repairs and Replacements of Units:** Each Unit Owner shall furnish at his own expense and shall be responsible for all of the maintenance, repairs, and replacements within his own Unit, all of the doors and windows appurtenant thereto, all internal installations in such Unit such as refrigerators, ranges or other kitchen appliances, lighting fixtures or other electrical fixtures, appliances, and heating, plumbing and air conditioning fixtures or installations, Limited Common Elements and any portion of any utility service facilities located within the Unit boundaries as specified on Exhibit "B" attached hereto, provided, however, that such maintenance, repairs and replacements as may be required for the bringing of water, gas, and sewer service, telephone and cable, or electricity to each of the units in common shall be furnished to each of the Unit Owners as Common Expenses which shall be shared equally by each of the Unit Owners.

5.11 **Negligence of Owner:** If, due to the negligent act or omission of a Unit Owner, or of a member of his family or household pet, or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements, Limited Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board, subject to the rules, regulations and By-laws of the Board, notwithstanding the provisions of Section 5.09.

5.12 **Joint Facilities:** To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or

serving other Units or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the rules and regulations of the Board. The authorized representatives of the Board, or of the manager or managing agent for the Building, shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance repairs, or replacements or fixtures affecting or serving other Units or the Common Elements.

5.13 **Sales Office:** The Declarant hereby reserves the right for a period of twenty (20) years from this date to cause one or more of the units it owns to be maintained as a model unit and/or a sales office, to maintain a sales office on the Common Elements of the Condominium, place or erect flags, banners and signage as deemed necessary by Declarant, and to display such models and the common elements of the Condominium for purposes of selling units in the Condominium or in other projects of the Declarant. Until such time as Declarant has completed construction of all units in the Condominium or which may be added to the Condominium pursuant to Article III hereof, Declarant reserves the right to maintain a construction trailer and yard on the Property or to utilize one or more parking spaces in Common Element for similar purposes.

5.14 **Declarant's Right of Separation:** The Declarant hereby reserves exclusively to itself the right to separate one or more units owned by Declarant in accordance with the requirements of section 703.13(7) of the Wisconsin Condominium Ownership Act.

5.15 **Declarant's Right to Make Changes:** Declarant hereby further reserves the right to change the number of units to be contained in a Building and to make adjustments to the location of the Buildings, the configuration of common elements and the size and/or floor plans of any unit during the course of construction of the Buildings and the units. In the event the actual number of units in a Building or the actual location of any Building, the configuration of common elements or the size and/or floor plans of any unit, as constructed, is materially different from what is shown in the Condominium Plat, Declarant shall file an amendment to the Condominium Plat showing the actual number of units in a Building or actual location of such Building and/or dimensions and floor plans for each unit.

5.16 **Percentage Interests and Voting**.

(a) The undivided percentage interest in the common elements (including limited common elements) appurtenant to each unit shall be as set forth on Exhibit D, attached hereto. Such percentage interest of each unit shall be equal to all other units.

(b) There shall be one (1) vote in the Association appurtenant to each

residential unit.

5.17 **Merger of Units.** Two or more adjoining units may be merged into one unit as provided in the Act.

ARTICLE VI

ADMINISTRATION

6.01 **Board of Directors; Association:** The direction and administration of the Property shall be vested in a Board of Directors (hereinbefore and hereinafter sometimes referred to as the "Board"), consisting initially of three (3) persons who shall be appointed by the Declarant as authorized in the Act up to the maximum period allowed therein. The Unit Owners, as described in this Declaration, acting collectively through the Board, shall be known as Prairie Wind Townhomes Condominium Association, Inc., a Wisconsin corporation (hereinabove and hereinafter called the "Association"). Notwithstanding any other provision herein contained to the contrary, all duties, functions and obligations herein are imposed upon the Board as the governing body and agent of the Unit Owners and the Association. The provisions of this Article VI, Articles VII and VIII below shall be included in the initial and basic By-Laws of the Board and/or Association, as referred to in the Act.

6.02 **Determination of Board to be Binding:** Notwithstanding that the words "Board" and "Association" may in some instance be used interchangeably in various sections of this Declaration, matters of dispute or disagreement between Unit Owners relating to the Property or with respect to interpretation or application of the provisions of this Declaration or the By-Laws, shall be determined by the Board, which determination shall be final and binding on the Association and on all Unit Owners.

6.03 **Voting Rights:** There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "Voting Member". Such Voting Member may be the Owner or one of the group composed of all the Owners of a Unit Ownership, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Board before the scheduled time of the meeting. Any or all of such Owners may be present at any meeting of the Voting Members and (those constituting a group acting unanimously) may vote or take any other action as a Voting Member, either in person or by proxy. Each unit shall have one (1) vote.

6.04 **Meetings:**

(a) **Quorum; Procedure:** The presence in person or by proxy of the Voting Members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the affirmative vote of the Voting Members having sixty (60%) percent of the total votes present at such meeting.

(b) **Initial and Annual Meeting:** The initial meeting of the Voting Members shall be held within fifteen (15) days of the date Declarant no longer appoints the Board pursuant to 6.01 . The condominium is established upon recording the Declaration. The Association shall exist immediately upon establishment of the condominium. After the initial meeting, the Declarant shall have rights in the Association only as an Owner of a Unit (s).

The annual meeting of the Voting Members shall be held as provided in the bylaws of the Association.

(c) **Special Meetings:** Special meetings of the Voting Members may be called by any Unit Owner at any time for any reasonable purpose, upon notice to the other Unit Owners.

6.05 **Notices of Meetings:** Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat.

6.06 **Board of Directors: Election: Meetings:**

(a) Subsequent to the Declarant control as proved in 6.01, the Board of Directors shall be composed of not more than five members. Each member shall be a unit Owner. At each annual meeting, the unit Owners shall elect by a majority five members. Three (3) members shall constitute a quorum. Members of the Board shall serve, without compensation, for a term of one (1) year or until their successors are elected and qualify. If a member of the Board of Directors shall cease to meet any qualification herein required for a Member of the Board, such Member shall thereupon cease to be a Member of the Board and his place on the Board shall be deemed vacant. Vacancies in the Board shall be filled by the remaining Directors. Except as otherwise provided in the Declaration, the Property shall

be managed by the Board, and the Board shall act by sixty (60%) percent vote of those present at its meeting when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt.

(b) The Board shall elect from among its members a President who shall preside over both its meetings and those of the Voting Members (Association), a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members and who shall, in general, perform all the duties incident to the office of secretary, including counting votes at any meeting, and a Treasurer to keep the financial records and books of account. The same person may be both Secretary and Treasurer of the Association.

(c) An Annual Meeting of the Board shall be held immediately following the Annual Meeting of the Unit Owners and at the same place. The Board shall hold regular meetings at least once each quarter. Special Meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each Member, delivered personally or by mail or telegram. Any Board Member may in writing waive notice or consent to any action of the Board without a meeting.

(d) Board Members shall receive no compensation for their services, unless expressly provided for in resolutions duly adopted by the Unit Owners.

6.07 **General Powers of the Board:** Without limiting the general powers which may be provided by law, this Declaration and the Act, the Board shall have the following general powers and duties:

(a) To elect the officers of the Association as hereinabove provided;

(b) To administer the affairs of the Association and the Property;

(c) To formulate policies for the administration, management and operation of the Property and the Common Elements thereof;

(d) To adopt administrative rules and regulations governing the administration, management, operation and use of the Property and the Common Elements and payments therefor;

(e) To provide for the designation, hiring and removal of employees and other personnel, including accountants, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate any such powers to the manager or managing agent (and any such employees or to her personnel who may be employees of the managing agent);

(f) To adopt the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as hereinafter provided;

(g) To petition or otherwise represent the Association and Property on matters before local government including but not limited to: licensing, zoning and other matters relating to the Property; and

(h) To comply with the instructions of a majority of the Unit Owners, as expressed in a resolution duly adopted at any Annual or Special Meeting of the Unit Owners; and

(i) To exercise all other powers and duties of the Board of Directors or Unit Owners as a group referred to in the Act and all powers and duties of a Board of Directors referred to in the Declaration or these By-laws.

6.08 **Specified Powers of the Board:** The Board, for the benefit of the Board, the Association and all Unit Owners, shall provide and shall pay for out of the maintenance fund hereinafter provided, the following:

(a) **Utility Service for Common Elements:** Water, sewer, waste removal, electricity, gas and telephone, heat, power and other necessary utility service for the Common Elements (and, if not separately metered or charged, for the Units);

(b) **Casualty Insurance:** Insurance for the Property against loss or damage by fire and such other hazards as the Board may deem desirable, for the full insurable replacement cost of the Common Elements and the Units. Premiums for such insurance shall be Common Expenses. Such insurance coverage shall be written in the name of, losses under shall be adjusted by, and the proceeds of such insurance shall be payable to, the members of the Board of Trustees for each of the Unit Owners in their respective percentages

of Ownership interest in the Common Elements as provided by the Act. The proceeds of such insurance shall be applied by the Board as provided by the Act.

Each Unit Owner may, at said Unit Owner's personal expense, carry additional casualty insurance on the Unit and may provide for said insurance to be paid direct to the Unit Owner.

(c) **Liability Insurance:** Comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as the Board shall deem desirable, insuring each Unit Owner, from liability in connection with the Common Elements and the streets, sidewalks and areas adjoining the Property. The premiums for such insurance, if any, shall be Common Expenses.

(d) **Workmen's Compensation:** Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

(e) **Wages and Fees for Services:** The services of any person or firm employed by the Board, including, without limitation, the services of a person or firm to act as manager or as managing agent for the Property, the services of any person or persons required for maintenance or operation of the Property, and legal and/or accounting services necessary or proper in the operation of the Property or the enforcement of this Declaration and for the organization, operation and enforcement of the rights of the Association.

(f) **Care of Common Elements:** Landscaping, gardening, snow removal, painting, cleaning, tuck pointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the interior surfaces of the Units, which the Owner shall paint, clean, decorate, maintain and repair, and subject to the provisions of subsection (a) of this Section 6.08, not including any portion of the Common Elements which are the responsibility of any Owner) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire or provide the same for the Common Elements.

(g) **Additional Expenses:** Any other materials, supplies, furniture,

labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Board is required to secure or pay for pursuant to the terms of these restrictions or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as first class buildings or for the enforcement of this Declaration.

(h) **Discharge of Mechanic's Liens:** Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the property or against the Common Elements, rather than merely against the interest therein of any particular Unit Owner; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Owners;

(i) **Certain Maintenance of Units:** Maintenance and repair of any Unit as provided in this Declaration; and maintenance and repair of any Unit if such maintenance or repair is necessary in the discretion of the Board to protect the Common Elements, or any portion of the Buildings and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair shall have been delivered by the Board to said Owner or Owners, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair. The Board or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Board or Association is responsible. It may likewise enter any balcony, deck or patio for maintenance, repairs, construction or painting. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund. In the event of any emergency originating in, or threatening any Unit, or in the event of the Owner's absence from the Unit at a time when required alterations or repairs are scheduled, the management agent or his representative or any other person designated by the Board may enter the Unit immediately, whether the Owner is present or not.

The Board reserves the right to retain a pass key to each Unit, and no locks or other devices shall be placed on the doors to the Units to obstruct entry through the use of such pass key.

(j) **Capital Additions and Improvements:** The Board's powers hereinabove enumerated shall be limited to the extent that the Board shall have no authority to acquire or provide or pay for out of the maintenance fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the Common Elements subject to all the provisions of this Declaration) having a total cost in excess of Five Thousand and no/100 ($5,000.00) Dollars, nor shall the Board authorize any structural alterations, capital additions to, or capital improvements of the Common Elements requiring an expenditure in excess of Five Thousand and no/100 ($5,000.00) Dollars, without in each case obtaining the prior approval of the Voting Members holding Ninety (90%) percent of the total votes.

(k) **Certain Utility Services to Units:** The Board may pay from the maintenance fund for water and sewer taxes, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual Owners. However, the Board may discontinue such payments at any time, in which case each Owner shall be responsible for direct payment of his share of such expenses as determined by the Board. The Board reserves the right to levy additional assessments against any Owner to reimburse it for excessive use by such Owner of any utility service, the expense of which is charged to the maintenance fund.

6.09 **Rules and Regulations:**

(a) **Rules:** The Board, at the direction of the Voting Members having a majority of the total votes, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and Occupants of said Property. Written notice of such rules and regulations shall be given to all Owners and Occupants and the entire Property shall at all times be maintained subject to such rules and regulations.

(b) **Management:** Notwithstanding any other provision herein, the Board may, after prior approval of the Voting Members having a

majority of the total votes, engage the services of an agent to manage the property to the extent deemed advisable by the Board.

(c) Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all the Owners or any of them.

ARTICLE VII

ASSESSMENTS AND OPERATIONS

7.01 **Annual Budget, Assessment and Collection of Common Expenses:** The Board shall each year, on or before December 1st, estimate the total amount of all anticipated Common Expenses and any amounts to be allocated to reserves, whether statutory or designated, and shall prepare an annual budget for the following calendar year, taking into account any other anticipated association expenses, the amount and source of any income other than unit Owner assessments, surpluses, amounts in reserve (statutory or designated) and the anticipated unit Owner assessment, and shall, on or before December 15th, notify each Unit Owner in writing as to the Unit Owner's share of such assessment. The assessment for each Unit shall be assessed to the Unit Owner in accordance with the Unit Percentage Interest. On January 1st of the following calendar year, and the first of each and every month of such year, each Unit Owner shall be obligated to pay the Unit Owner's assessment made pursuant to this section.

Assessments of Units owned by Declarant shall be as follows:

(a) for each completed unit owned by Declarant that is or has been occupied by Declarant or tenants or guests of Declarant, Declarant shall pay monthly assessments to the Association equal to the amount payable on a comparable unit that has been conveyed by Declarant to a unit Owner, less the portion of such assessment allocable to replacement reserves;

(b) for each completed unit owned by Declarant that has never been occupied, Declarant shall pay a monthly assessment equal to one-fourth of the assessment for a comparable unit that has been conveyed by Declarant to a unit Owner, less the portion of such assessment allocable to replacement reserves; and

(c) for each uncompleted unit, Declarant, and not the Association, shall be responsible for all costs directly attributable to the construction and maintenance of such unit (including all insurance premiums) and Declarant shall not be assessed any monthly assessments for such unit.

For purposes of Declarant's obligations for assessments, a "completed" unit shall be a unit for which the City of Lake Geneva has issued an occupancy permit.

7.02 **Reserve for Contingencies; Special Assessments:** The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate that may become necessary during the year shall be charged first against such reserve. If said Estimated Cash Requirement proves inadequate for any reason, including nonpayment of any Unit Owner's Assessment, the Board may, at any time, levy a further assessment, special or otherwise, which shall be assessed to the Unit Owners in accordance with their Percentage Interest. The Board shall serve notice of such further Assessment on all Unit Owners by a statement in writing, giving the amount and reasons therefor, and such further Assessment shall become effective with the first monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further Assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount. At the time each Unit is first sold by Declarant, the initial Unit Owner shall pay, in addition to the first monthly Assessment to the Association, an amount equal to three (3) times the first full monthly regular Assessment for such Unit Owner, which amount shall be used and applied as an operating reserve for Common Expenses in the manner provided by the Act.

7.03 **Budget Review:** Any proposed expenditure or action for the repair, maintenance or upkeep of the property, or for the operation of the property shall be subject to review or challenge as provided under the Act.

7.04 **Records:** The Board shall keep full and correct books recording the receipts, expenses and reserves of the association. The books shall be available for inspection by an Owner or representative of the Owner identified in writing during normal business hours upon written request. The Board may require a written notice of the request to inspect the books and may levy a reasonable charge, not to exceed twenty-five and no/100 ($25.00) Dollars, to be prepaid prior to any inspection. The Board shall furnish the Owner upon written request a statement of the current amount due from the Owner for any assessments.

7.05 **Remedies for Failure to Pay Assessments:** If any Unit Owner shall default in the payment of any charge or assessment imposed by the Board, the Board shall have the authority for and on behalf of itself and said Association and as the representative of all Unit Owners, to exercise and enforce any and all rights and remedies as may be provided in the Act, the By-Laws, this Declaration or otherwise available at law or in equity, for the collection of all such unpaid charges or assessments.

ARTICLE VIII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

8.01 The units and common elements shall be occupied and used as follows:

(a) **Purpose:** No part of the Property shall be used for other than housing and related common purposes for which the Property was designed.

(b) **Obstruction, Hazardous Uses and Waste:** There shall be no obstruction of the Common Elements without the prior consent of the Board, nor shall anything be stored in any Unit or the Common Elements which will increase the rate or cancel insurance on the property or be in violation of any law. No waste shall be committed in the Common Elements.

(c) **Exterior Exposure of Buildings:** Owners shall not cause nor permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the building, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

(d) **Interior of Buildings:** The covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Board.

(e) **Impairment or Structural Integrity of Building:** Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of any Building or which would structurally change any Building except as is otherwise provided herein.

(f) **Alterations of Common Elements:** Nothing shall be altered or constructed in or removed from the Common Elements except upon the written consent of the Board.

(g) **Restrictions on Storage or Parking:** Motor homes, mobile homes, watercraft, snowmobiles, ATVs or other recreational vehicles or equipment shall not be parked, stored or utilized on the premises

without prior Board approval. No use shall be in violation of local ordinances or state law.

(h) **Restrictions on Animals:** No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the common areas or common areas, except upon written consent of the Board, dogs, cats or other domesticated household pets may be kept in the Units and kept on leash in the limited common areas, provided that they are not kept, bred or maintained for any commercial purposes. Any and all residue and manure from household pets that is deposited by said pets upon the Common Elements shall be removed from by the Unit Owner who owns said pet immediately.

(i) **Restrictions on Leasing:** Owners shall not lease any Unit for a term of less than allowed by the ordinances of the City of Lake Geneva and shall be subject to the provisions of the Act. Upon entering a lease agreement the Owner shall notify the Association in writing of the name of the tenant and the term of the lease.

(j) **Nuisances:** No unlawful, immoral, noxious or offensive activity shall be carried on in any of the Units or in the common areas or limited common areas, nor shall anything be done therein or thereon either willfully or negligently which may be or become a public nuisance or annoyance to the other Unit Owner.

(k) **Impairment of Common Utilities:** No Unit Owner shall overload common electric wiring in the Units utilized in common with other Owners, or operate any machines, appliance, accessories or equipment in such manner as to cause an unreasonable disturbance to the other Unit Owner or an electrical overload on any electrical system used in common with others.

(l) **Prohibited Activities and Signs:** No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Property, except an Owner may maintain his personal business records or professional records or accounts in the Unit or maintain his personal or professional library therein or handle his personal business calls or professional telephone calls or correspondence from the Unit. No "For Sale" or "For Rent" signs or other advertising signs or billboards shall be erected, placed or

permitted to remain on a Lot, Unit, or common elements, except for Declarant as provided in Section 5.13. As an illustration, a "For Sale" sign placed on a vehicle parked on the property is prohibited.

8.02 The By-laws shall govern the management and operation of the Condominium, except as otherwise provided in this Declaration, including any restrictions on or requirement respecting the use and maintenance of the units and the Common elements.

ARTICLE IX

INVOLUNTARY SALE

9.01 **Involuntary Sale:**

(a) In the event any Unit Ownership or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall give, before taking possession of the Unit so sold, thirty (30) days written notice to the Board of his intention so to do, whereupon the members of the Board of Directors and their successors in office, acting on behalf of the other Unit Owners as hereinafter provided, shall have an irrevocable option to purchase such Unit Ownership or interest therein at the same price for which it was sold at said sale. If sale option is not exercised by the Board within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said Unit. The Board shall be deemed to have exercised its option if it tenders the required sum of money (directly or in escrow, pending title clearance), to the purchaser within said thirty (30) day period.

(b) In the event any Owner shall default in the payment of any moneys

required to be paid under the provisions of any mortgage or trust deed against his Unit Ownership, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefore against such Unit Ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article VII and the By-Laws.

(c) In the event of condemnation under the Laws of Wisconsin of a portion of the premises including therein a residential building or buildings whereby construction of a like building or buildings cannot be reasonably effected on the remaining premises, the proceeds of said condemnation and rights of action arising thereunder shall be disbursed as follows:

(i) To the Owners of the individual Units condemned, that portion of the condemnation award attributable to each Owner's Unit and the right of action, if any, arising thereunder and attributable to said Unit, together with said Owner's interest in the condemnation award for the common elements condemned plus a sum equal to said Owner's interest in the remaining common elements to be paid by the remaining Owners.

(ii) To the Owners of the common elements whose residential Units were not condemned, as their interests may appear. The Board shall determine whether legal action shall be brought on any right of action arising under the condemnation, any award obtained by legal action, shall be disbursed to the Owners as their common interests may appear, including the Owners of those Units condemned as though they were voting members.

(iii) The decision as to whether a like building, or buildings may be constructed elsewhere on the premises shall be determined by the voting members. A favorable vote for construction shall be seventy-five (75%) percent of the voting members. Any proposed construction shall be subject to the Laws of the State of Wisconsin and the
Ordinances of the City of Lake Geneva and the County of Walworth.

(iv) The condemnation of an Owner's Unit and its non-replacement with a like Unit shall terminate said Owner's membership. The remaining members shall constitute the Owners of all common elements and their interests therein shall be recomputed according to the ratio their Unit bears to the total of the remaining Units as set forth in this Declaration.

9.02 **Responsibility of Transferees for Unpaid Assessments:** In a voluntary transfer of a Unit, the transferee of the Unit shall be jointly and severally liable with the transferor for all unpaid assessments against the latter up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferor therefor. However, any such transferee shall be entitled to a statement from the Board or President, managing agent of the Association, as the case may be, setting forth the amount of the unpaid assessments against the transferor due to the Association and such transferee shall not be liable for, nor shall the Unit conveyed be subject to a lien for any unpaid assessments made by the Association against the transferor in excess of the amount therein set forth. In the event the Association or the Board does not provide a statement setting forth any sums due within ten (10) business days after transferee's request for same, the Association or the Board shall be barred from claiming a lien against the transferee.

ARTICLE X

DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS

10.01 **Insurance:**

(a) **Sufficient Insurance:** In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss, or damage, and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then repair, restoration, or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefor.

(b) **Insufficient Insurance:** In the event the Property or the improvements thereon so damaged are not insured against the risk causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, and

the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the improvements within ninety (90) days after said damage or destruction shall occur, then the provisions of the Act in such event shall apply.

(c) **Additional Insurance:** Any Owner may, at said Owner's option, carry additional insurance on his Unit including coverage for any substantial improvements made therein.

10.02 **Substantial Restoration:** Repair, restoration or reconstruction of the improvements, as used in this Article, means restoring the improvements to substantially the same condition in which they existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

ARTICLE XI

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS

REGULATIONS AND OWNER'S REMEDIES

11.01 **Abatement and Enjoyment:** The violation of any rule, restriction, condition or regulation adopted by the Board, or the breach or default of any covenant, By-Law or provision contained herein or contained in the Act, shall give the Board the right, in addition to the rights set forth in Section 12.02 next succeeding:

(a) To enter upon the Property upon which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Declarant, or its successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; and

(b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

(c) To seek damages by appropriate legal proceedings.

11.02 **Involuntary Sale:** If any Owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate or breach any covenants, By-

Laws, restrictions or provisions of this Declaration or of the Act, or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall occur or shall reoccur more than once thereafter, then the Board shall have the power to issue the defaulting Owner a thirty (30) day notice in writing to terminate the right of the said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the members of the Board against the defaulting Owner for a decree of mandatory injunction against the Owner or occupant or in the alternative a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the Owner in the Property shall be sold at a judicial sale upon such notice and terms as the court shall establish, except that the Court shall enjoin and restrain the defaulting Owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge the lien of any then exiting mortgage, court costs, court reporter charges, reasonable attorney's fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit Ownership and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Property sold subject to this Declaration, and the purchaser shall become a member of the Association in the place and stead of the defaulting Owner.

11.03 **Expense, Maintenance and Operation Arbitration:** In the event:

(a) A proposed expenditure or action for the repair, maintenance or upkeep of the property, or for the operation of the property, is not approved by the Board of Directors and any Unit Owner believes the expenditure or action is necessary for the safety and proper use of the property or of the Owner's Unit,

or

(b) An expenditure or action is approved by the Board of Directors and any Unit Owner believes the expenditure or action is contrary to the safety and proper use of the property or the Owner's Unit,

a Unit Owner or Owners may challenge a decision of the Board of Directors described under paragraph A or B and shall give written notice of the objection to all Unit Owners and mortgagees within forty-five (45) days after the decision but before any action is

taken or expenditure is made. Upon receipt of this notice, the Board of Directors shall reconsider its decision and either affirm, reverse or modify the decision.

The Unit Owner or Owners may challenge the decision after reconsideration by the Board of Directors as provided above only in an arbitration proceeding under Chapter 788 et seq. Wisconsin Statutes. Acceptance of a conveyance of a condominium which is subject to Chapter 703 Wisconsin Statutes is deemed to constitute an agreement by the Unit Owner to submit challenges to decisions of the Board of Directors to arbitration.

The Board of Directors, upon submission of the matter to arbitration as provided above, shall name a proposed arbitrator. The Unit Owner or Owners may accept the proposed arbitrator, or propose a different arbitrator. If there is no agreement on a single arbitrator, the two arbitrators shall select a third person and the three shall serve as an arbitration panel chaired by the third person. The expense of the arbitration shall be shared equally by the Association and the Unit Owner or Owners challenging the decision of the Board of Directors.

The arbitration award by the arbitration panel shall permit or prohibit the decision and the decision shall not be implemented, if it is an affirmative action, until the award is final unless there is a bona fide emergency requiring it.

ARTICLE XII

GENERAL PROVISIONS

12.01 **Notice to Mortgage Lenders:** Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership, devisee or Personal Representative of deceased Owner, shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner or Owners whose Unit Ownership is subject to such mortgage, trust deed or estate proceeding.

12.02 **Covenants to Run with Land:** Each grantee of the Declarant by the acceptance of deed of conveyance, or each purchaser under Articles of Agreement for Warranty Deed or Land Contract or any Contract for any deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and 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, and shall inure to the benefit of
such Owner in like manner as though the provisions to the Declaration were recited and stipulated at length in each and every deed of conveyance.

12.03 **Non-Waiver of Covenants:** No covenants, restrictions, conditions, obligations or provisions 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.

12.04 **Waiver of Damages:** **Neither the Declarant, nor their representatives or designees, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities, reserved, granted or delegated to it by, or pursuant to, this Declaration, or in the Declarant's capacity as developer, contractor, Owner, manager or seller of the Property, whether or not such claim (a) shall be asserted by any Owner, Occupant, the Board or the Association, or by any person or entity claiming through any of them; or (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) shall arise ex contractu or ex delictu. Without limitation to the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Owner, occupant, the Board, the Association, and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to function, or disrepair of, any utility services (heat, air conditioning, electricity, gas, water, sewerage, etc.) In the event of any dispute, the Declarant, its successors or assigns, shall have the option to settle same in full by repurchasing the Unit from Unit Owner for a sum equal to Unit Owner's original purchase price plus an amount equal to six (6%) percent of said purchase price.**

12.05(a) **Amendment**. Except as otherwise set forth in this Declaration or except as necessary to reflect an exercise or termination of the Declarant's right to expand the Condominium as set forth in Article V (in which event the Declaration may be amended solely by the Declarant without the consent of any other party) this Declaration may be amended by the agreement of Unit Owners of Units to which at least sixty-six and two-thirds percent (66 2/3%) of the votes in the Association appertain and in the manner provided by Section 703.09(2) of the Act. No such amendment shall be effective until recorded in the Office of the Register of Deeds of Walworth County, Wisconsin. Anything herein to the contrary notwithstanding, and subject to any limitations imposed by the Act, and except as required to comply with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, or any other governmental or quasi-governmental agency insuring or involved in the making or purchasing of Mortgages of any Unit,

(i) so long as the Declarant is the only Unit Owner, the Declarant may

amend this Declaration without the consent or approval of any party;

(ii) so long as the Declarant owns one or more Units, no amendment to this Declaration shall be adopted that could unreasonably interfere with the construction sale, lease or other disposition of such Units(s) or that could abridge, modify, eliminate or otherwise affect any right, power, easement, privilege or benefit reserved to the Declarant hereunder or which would impose any discriminatory charge or fee against the Declarant; and

(iii) no amendment to this Declaration shall be adopted that would abridge, modify, eliminate or otherwise affect any right, power, easement, privilege or benefit reserved by the provisions of this declaration to Eligible Mortgagees.

Any amendment to this Declaration may be executed (A) if on behalf of the Declarant pursuant to the Declarant's rights hereunder, by any authorized officer of the Declarant, and (B) if on behalf of the Association; pursuant to the requirements regarding execution set forth herein or in the Rules and Regulations of the Association.

12.05(b) **Amendments to the Condominium Documents**. The Condominium Documents may be amended only in accordance with the Act and the Condominium Documents. Notwithstanding any other provisions of this Declaration to the contrary, if any amendment is necessary in the judgment of the Board of Directors to cure any ambiguity or to correct or supplement any provisions of the Condominium Documents that are defective, missing or inconsistent with any other provisions thereof, or if such amendment is necessary to conform to the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration or other secondary mortgage market lenders, guarantors, or insurers with respect to condominium projects, then at any time and from time to time the Board of Directors may effect an appropriate corrective amendment without the approval of the Unit Owners or the holder of any liens on all or any part of the Property, upon receipt by the Board of Directors of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this. Each amendment of the type described in this Section shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, which instrument has been executed and acknowledged by one or more officers of the Board of Directors.

12.06 **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 rest of this Declaration.

12.07 **Perpetuities and Restraints on Alienation:** If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the now living lawful descendants of George W. Bush.

12.08 **Interpretation of Declaration:** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class condominium residential development. In the event of any controversy arising under this Declaration, the same shall be submitted to arbitration under the laws of the State of Wisconsin, as a pre-requisite to the commencement of any legal proceeding. Such arbitration shall be before one disinterested arbitrator if one can be agreed upon, otherwise before three disinterested arbitrators, one named by the party or parties submitting the matter at issue, one named by the party or parties contesting the matter at issue, and one by the two thus chosen. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the State of Wisconsin as applied to the facts found by him or them. The expense of arbitration proceeding conducted hereunder shall be borne equally by the parties. All arbitration proceedings hereunder shall be conducted in Walworth County, Wisconsin.

12.09 **Indemnity to Board Members:** The members of the Board and the officers thereof or of the Association shall not be liable to the Unit Owners for any mistake or judgment or any acts or omissions made in good faith as such members or officers. The Unit Owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others arising out of contracts made by members or officers on behalf of the Unit Owners of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such members or officers shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners of the Association. The liability of any Unit Owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage interest of all the Unit Owners in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Each agreement made by such members or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members or officers or the managing agent, as the case may be, as agents for the Unit Owners or the Board or Association.

12.10 **Expansion:** No Unit Owner shall enlarge, expand or add improvements to his Unit without the prior consent of all of the other Unit Owners first having been

obtained, except as allowed by the Condominium Ownership Act.

12.11 **Service of Process:** All legal notices and service of process which may be made or given to the Association, shall be served upon the registered agent of the Association. The Association shall designate a registered agent as may be required at any meeting called in accordance with the provisions of Section 6.04 herein.

IN WITNESS WHEREOF, Prairie Wind Townhomes of Lake Geneva, LLC, has caused this instrument to be executed this 14th day of October, 2004.

PRAIRIE WIND TOWNHOMES OF LAKE GENEVA, LLC, an Illinois limited liability company

By: INLAND GREAT LAKES, LLC, a Delaware, limited liability company and its manager

By: _____
Nicholas J. Helmer, Managing Member

STATE OF ILLINOIS)
) **ss**
COUNTY OF DuPage)

Personally came before me this 14th day of October, 2004, the above named Prairie Wind Townhomes of Lake Geneva, LLC, by Inland Great Lakes, LLC, its Manager, by Nicholas J. Helmer, its Managing Member, to me known to be the person who executed the foregoing instrument and acknowledged the same as an act of the limited liability company.

_____
Notary Public, DuPage County, IL
My commission expires: 6/6/05.

"OFFICIAL SEAL"
TERI SHUMA - LIND
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/6/2005

Consent by Mortgagee

The undersigned First Bank of Highland Park as mortgagee of the Declared Property hereby consents to submission of said property to the Declaration and Wisconsin Condominium Act.

Dated this 12 day of October, 2004.

First Bank of Highland Park

By _____

STATE OF ILLINOIS)
) ss.
COUNTY OF IL)

Personally came before me this 12 day of October, 2004, the above named First Bank of Highland Park, by Marcus D Foye its Vice President to me known to be the person who executed the foregoing instrument and acknowledged the same as an act of First Bank of Highland Park.

_____

Notary Public, Lake County, Illinois
My Commission expires 5-18-06

This document was drafted by
Attorney Richard W. Torhorst
Lake Geneva Professional Center, Suite 300
500 Commercial Court
P.O. Box 1300
Lake Geneva WI 53147
Telephone (262) 248-3333
Facsimile (262) 248-2595

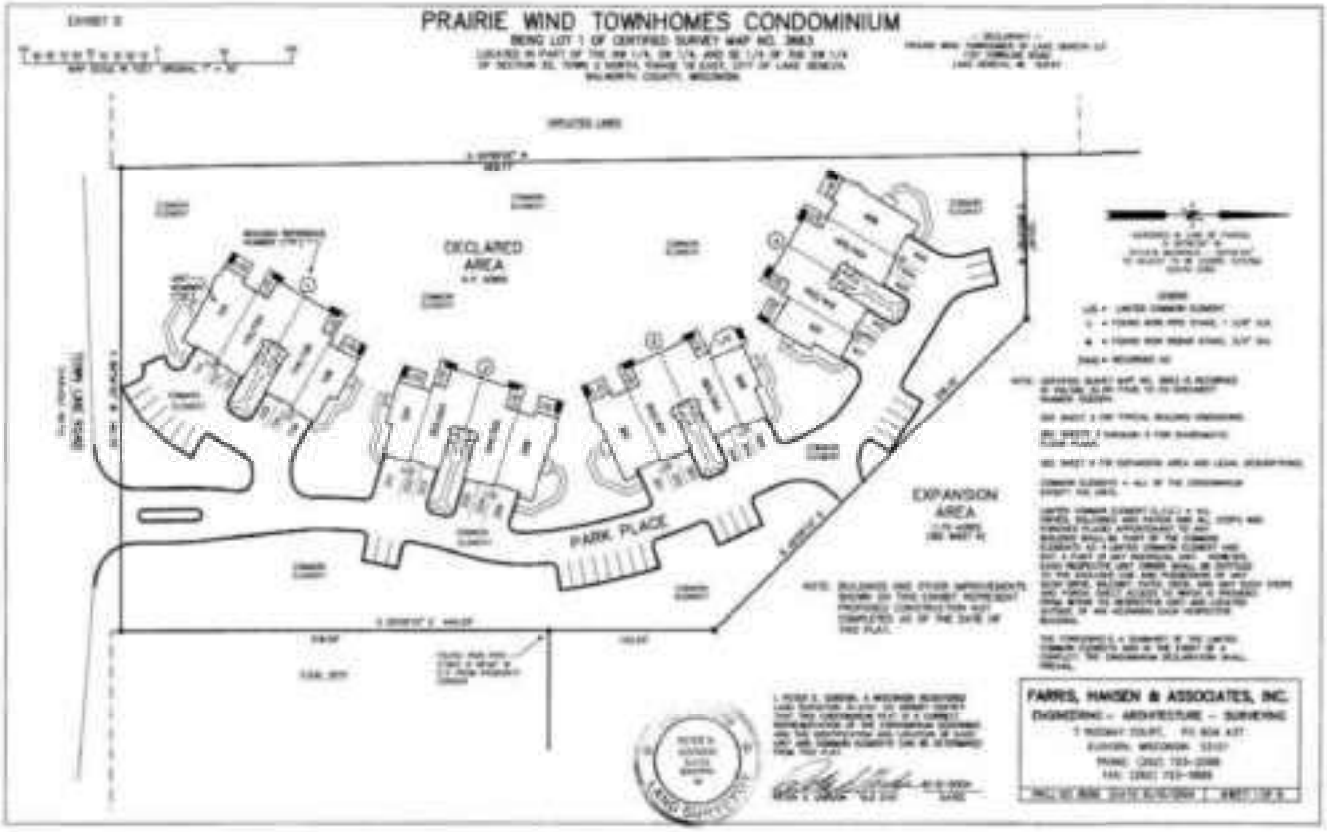
"OFFICIAL SEAL"
TERESE M. SIKORSKI
Notary Public, State of Illinois
My Commission Expires 05/18/06

EXHIBIT A
LEGAL DESCRIPTION OF THE CONDOMINIUM PROPERTY

LEGAL DESCRIPTION
DECLARED AREA

LANDS LOCATED IN PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3663, RECORDED IN VOLUME 22 ON PAGE 10 AS DOCUMENT NO. 593854; LOCATED IN PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWN 2 NORTH, RANGE 18 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1 OF C.S.M. 3663; THENCE N 00DEG 56MIN 05SEC W, 669.17 FEET ALONG THE WESTERLY LINE OF SAID LOT 1; THENCE N 89DEG 03MIN 55SEC E, 120.00 FEET; THENCE S 45DEG 05MIN 10SEC E, 326.16 FEET; THENCE S 00DEG 05MIN 10SEC E, 440.25 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF TOWN LINE ROAD; THENCE ALONG SAID ROAD, S 89DEG 54MIN 50SEC W, 340.70 FEET TO THE POINT OF BEGINNING. CONTAINING 205,202 SQUARE FEET (4.71 ACRES) OF LAND, MORE OR LESS.

EXHIBIT B
PLAT


PRAIRIE WIND TOWNHOMES CONDOMINIUM
DECLARED AREA
EXPANSION AREA
PARK PLACE
FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING – ARCHITECTURE – SURVEYING

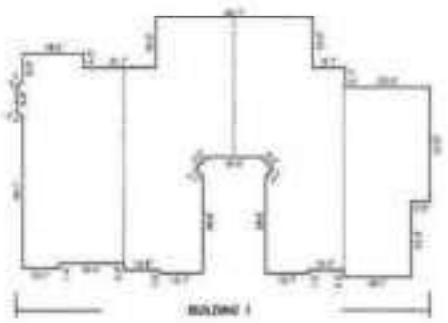
621289

EXHIBIT B

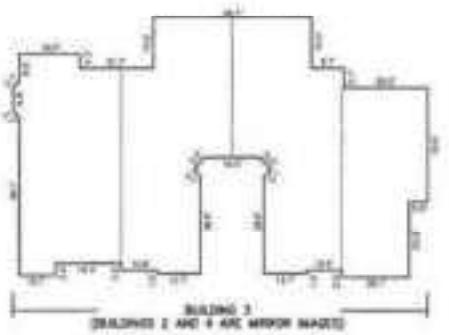
PRAIRIE WIND TOWNHOMES CONDOMINIUM

BEING LOT 1 OF CERTIFIED SURVEY MAP NO. 3663
LOCATED IN PART OF THE SW 1/4, SW 1/4, AND SE 1/4 OF THE SW 1/4
OF SECTION 32, TOWN 2 NORTH, RANGE 10 EAST, CITY OF LAKE GENEVA,
WALWORTH COUNTY, WISCONSIN

TYPICAL BUILDING DIMENSIONS



BUILDING 1



BUILDING 3
(BUILDINGS 2 AND 4 ARE MIRROR IMAGES)



FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING – ARCHITECTURE – SURVEYING
7 RIDGWAY COURT, PO BOX 429
DARIEN, WISCONSIN 53114
PHONE: (262) 723-2068
FAX: (262) 723-3860

PROJECT NO. 0886 | DATE 12/13/2004 | SHEET 1 OF 4

621209

EXHIBIT B

PRAIRIE WIND TOWNHOMES CONDOMINIUM

BEING LOT 1 OF CERTIFIED SURVEY MAP NO. 3665
LOCATED IN PART OF THE SW 1/4, SW 1/4, AND SE 1/4 OF THE SW 1/4
OF SECTION 32, TOWN 7 NORTH, RANGE 19 EAST, CITY OF LAKE GENEVA,
WALWORTH COUNTY, WISCONSIN.

NOTE: THESE FLOOR PLANS HAVE BEEN PREPARED USING INFORMATION SHOWN ON THE ARCHITECTURAL PLANS FOR THIS BUILDING AND DO NOT REPRESENT AS-BUILT DIMENSIONS OF THE BUILDING AS PLACED. ANY PHYSICAL ENCROACHMENT OF ANY UNIT OR COMMON ELEMENT CONSTRUCTED OR RECONSTRUCTED IN SUBSTANTIAL CONFORMITY WITH THE CONDOMINIUM PLAT SHALL BE DISREGARDED IN DETERMINING WHETHER ANY UNIT OR THE COMMON ELEMENTS LIES WITHIN THE BOUNDARIES OF ANOTHER UNIT. ANY PHYSICAL ENCROACHMENT OF ANY UNIT OR COMMON ELEMENT CONSTRUCTED OR RECONSTRUCTED IN SUBSTANTIAL CONFORMITY WITH THE CONDOMINIUM PLAT SHALL BE DISREGARDED IN DETERMINING WHETHER ANY UNIT OR THE COMMON ELEMENTS LIES WITHIN THE BOUNDARIES OF ANOTHER UNIT.

DIAGRAMATIC FLOOR PLANS

LOWER LEVEL



UNITS 101 AND 201
(UNITS 208 AND 408 ARE MIRROR IMAGES)

UNITS 202 AND 302
(UNITS 204 AND 404 ARE MIRROR IMAGES)

UNITS 102 AND 202
(UNITS 203 AND 403 ARE MIRROR IMAGES)

UNITS 108 AND 208
(UNITS 207 AND 407 ARE MIRROR IMAGES)

UP = UNITS COMMON ELEMENT

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING – ARCHITECTURE – SURVEYING
7 ROBERT COURT, PO BOX 437
DARIEN, WISCONSIN 53151
PHONE: (262) 723-2068
FAX: (262) 723-5888

PROJ. NO. 3665 DATE: 8/15/2005 SHEET 1 OF 6

882129

EXHIBIT B

PRAIRIE WIND TOWNHOMES CONDOMINIUM

BEING LOT 1 OF CERTIFIED SURVEY MAP NO. 8663
LOCATED IN PART OF THE SW 1/4, SW 1/4 AND SE 1/4 OF THE SW 1/4
OF SECTION 22, TOWN 2 NORTH, RANGE 19 EAST, CITY OF LAKE GENEVA,
WALWORTH COUNTY, WISCONSIN

NOTE: THESE FLOOR PLANS HAVE BEEN PREPARED USING INFORMATION SHOWN ON THE ARCHITECTURAL PLANS FOR THIS BUILDING AND DO NOT REPRESENT MEASUREMENTS OF THE BUILDING AS BUILT. ANY PHYSICAL BOUNDARIES OF ANY UNIT OR COMMON ELEMENTS CONSTRUCTED OR RECONSTRUCTED IN SUBSTANTIAL CONFORMITY WITH THE CONDOMINIUM PLAT SHALL BE DEEMED TO BE THE BOUNDARIES REGARDLESS OF THE ACTUAL NATURE OF ANY DEVIATION OF ANY BUILDING FROM RECTILINEAR FIGURES OR ANY BUILDING BEING RELOCATED OR WHOLLY OR PARTIALLY REMOVED OR ANY BUILDING BEING REPLACED OR WHOLLY OR PARTIALLY REMOVED OR ANY PHYSICAL BOUNDARIES AS ACQUIRED IN THE EXECUTION OR SHOWN ON THE CONDOMINIUM PLAT ARE THE ACTUAL PHYSICAL BOUNDARIES OF ANY SUCH UNIT OF COMMON ELEMENT AS FULLY CONSTRUCTED.

DIAGRAMATIC FLOOR PLANS

FIRST FLOOR



LCE = LIMITED COMMON ELEMENT

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING

		SHEET 3 OF 8

621296

EXHIBIT B

PRAIRIE WIND TOWNHOMES CONDOMINIUM

DIAGRAMATIC FLOOR PLANS

SECOND FLOOR



FARRIS, HANSEN & ASSOCIATES, INC.

ENGINEERING – ARCHITECTURE – SURVEYING

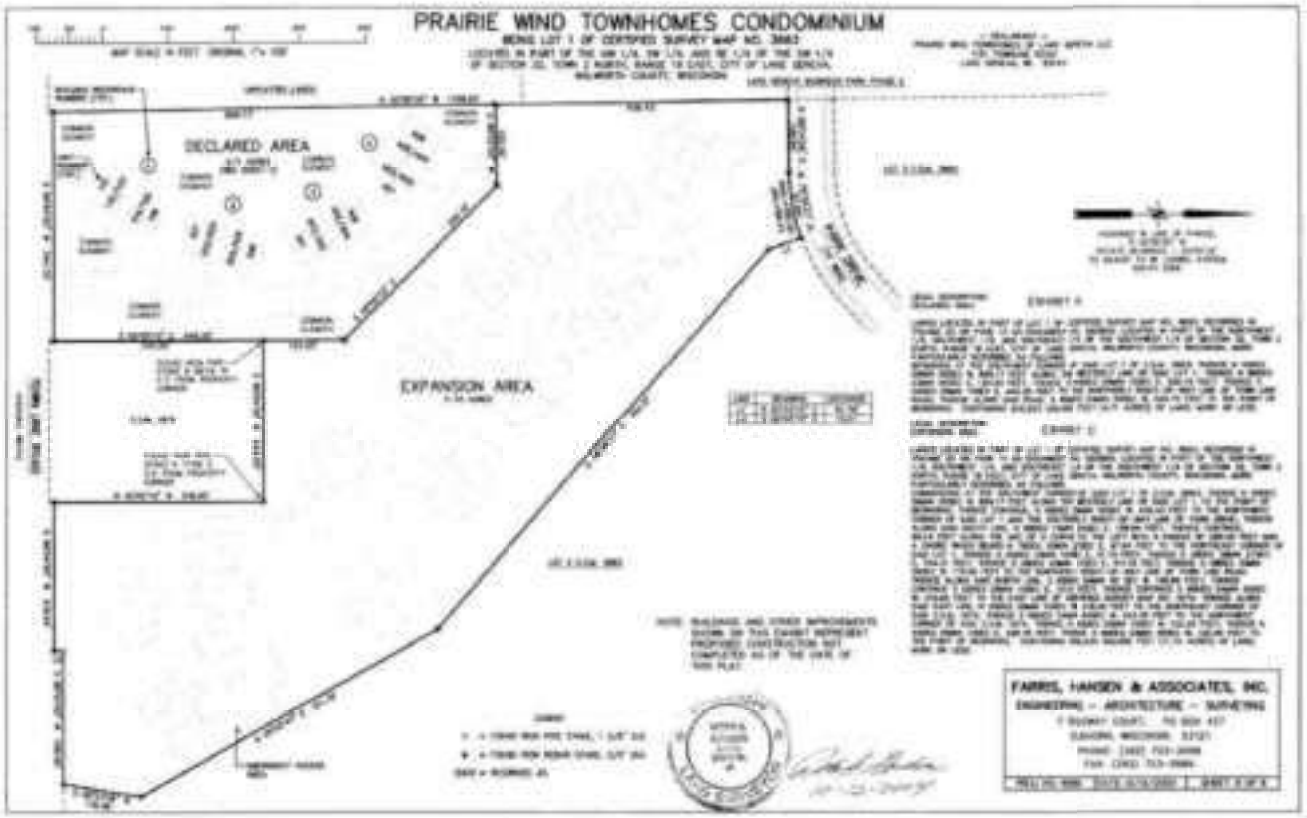

PRAIRIE WIND TOWNHOMES CONDOMINIUM
DECLARED AREA
EXPANSION AREA
FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING – ARCHITECTURE – SURVEYING

EXHIBIT C
ADDITIONAL PROPERTY

LEGAL DESCRIPTION
EXPANSION AREA

LANDS LOCATED IN PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3663, RECORDED IN VOLUME 22 ON PAGE 10 AS DOCUMENT NO. 593854; LOCATED IN PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWN 2 NORTH, RANGE 18 EAST, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1 OF C.S.M. 3663; THENCE N 00DEG 56MIN 05SEC W, 669.17 FEET ALONG THE WESTERLY LINE OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE CONTINUE, N 00DEG 56MIN 05SEC W, 439.43 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF PARK DRIVE; THENCE ALONG SAID SOUTH LINE, N 89DEG 14MIN 04SEC E, 108.84 FEET; THENCE CONTINUE, 98.43 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 285.00 FEET AND A CHORD WHICH BEARS N 79DEG 20MIN 27SEC E, 97.94 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S 20DEG 33MIN 10SEC E, 51.79 FEET; THENCE S 48DEG 38MIN 27SEC E, 754.31 FEET; THENCE S 29DEG 03MIN 47SEC E, 511.18 FEET; THENCE S 08DEG 33MIN 06SEC W, 119.09 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF TOWN LINE ROAD; THENCE ALONG SAID NORTH LINE, S 89DEG 54MIN 50 SEC W, 198.89 FEET; THENCE CONTINUE S 00DEG 05MIN 10SEC E, 15.01 FEET; THENCE CONTINUE S 89DEG 54MIN 50SEC W, 218.94 FEET TO THE EAST LINE OF CERTIFIED SURVEY MAP NO. 1974; THENCE ALONG SAID EAST LINE, N 00DEG 05MIN 10SEC W, 318.00 FEET TO THE NORTHEAST CORNER OF SAID C.S.M. 1974; THENCE S 89DEG 54MIN 50SEC W, 243.35 FEET TO THE NORTHWEST CORNER OF SAID C.S.M. 1974; THENCE N 00DEG 05MIN 10SEC W, 122.25 FEET; THENCE N 45DEG 05MIN 10SEC E, 326.16 FEET; THENCE S 89DEG 03MIN 55SEC W, 120.00 FEET TO THE POINT OF BEGINNING. CONTAINING 509,434 SQUARE FEET (11.70 ACRES) OF LAND, MORE OR LESS.

EXHIBIT D
PERCENTAGE INTERESTS

Undivided Percentage Interest Appurtenant to Each Residential Unit

Unit Number	Undivided Interest
101	4.166%
102	4.166%
103	4.166%
104	4.166%
105	4.166%
106	4.166%
201	4.166%
202	4.166%
203	4.166%
204	4.166%
205	4.166%
206	4.166%
301	4.166%
302	4.166%
303	4.166%
304	4.166%
305	4.166%
306	4.166%
401	4.166%
402	4.166%
403	4.166%
404	4.166%
405	4.166%
406	4.166%
TOTAL	100%

EXHIBIT E

FORMULA FOR CALCULATING NEW PERCENTAGE INTERESTS AFTER SUBJECTING AN ADDITIONAL REAL ESTATE PARCEL AND ADDITIONAL CONDOMINIUM PROPERTY TO THE ACT

The Percentage Interests shown on Exhibit D shall be subject to adjustment and shall be recalculated in accordance with the following formula:

$$\text{Percentage Interests} = \frac{100}{\text{Number of Units}}$$

621208

Prairie Wind Townhomes
Condominium Association

Initial Annual Operating Budget
24 Units
October 12, 2004

RECEIPTS:		
Assessments	$	38,025
Late Fees	$	-
Interest Income	$	-
Total Receipts:	$	38,025
EXPENSES:		
Manager	$	3,875
Maintenance by Contractors	$	775
Cul de Sac Maintenance	$	775
Electricity	$	775
Water	$	12,625
Insurance	$	3,875
Accounting	$	375
Legal Fees	$	200
Landscaping	$	7,200
Snow Removal	$	2,125
Exterminator	$	100
Repair/Maintenance and lighting Supplies	$	375
Office Supplies	$	125
Income Tax Expense	$	300
Miscellaneous and bank charges	$	775
Reserve Fund	$	3,750
Total Disbursements	$	38,025
Number of Units:		24
Monthly Fee per Unit	$	132

Projection based upon completed project of 96 Units and upon current 2004 expense rates.