Document Number	CONDOMINIUM DECLARATION OF PRESTWICK CONDOMINIUM Document Title	DOC # 1896165 Recorded APR. 16, 2003 AT 04:33PM MARK LADD RACINE COUNTY REGISTER OF DEEDS Fee Amount: $51.00

PRESTWICK CONDOMINIUM

Declarant:

County Club Villas, Inc.
407 East Main Street
Waterford, Wisconsin 53185

Agent:
Mary Pangman Schmitt
407 East Main Street
Waterford, Wisconsin 53185

CONDOMINIUM DECLARATION

PRESTWICK CONDOMINIUM

Recording Area

Name and Return Address

Scott L. Langlois, Esq.
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411 East Wisconsin Avenue
Milwaukee, WI 53202

(See attached)

Parcel Identification Number (PIN)

THIS DECLARATION is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") this 11th day of April, 2003, by County Club Villas, Inc., a Wisconsin corporation (hereinafter referred to as "Declarant").

1. **STATEMENT OF DECLARATION.**

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

Declarant hereby declares that it is the sole owner of the real property described in Section 4 hereof, together with all buildings and improvements thereon or to be constructed thereon (hereinafter referred to as "the Property") which is hereby submitted to the condominium form of ownership as provided in the Act and this Declaration. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

2. **NAME AND ADDRESS.**

The real estate described in Section 4 and all buildings and improvements thereon and thereto shall be known as **PRESTWICK CONDOMINIUM**. The address of the Condominium is 925 Prestwick, Waterford, Wisconsin.

3. EXPANDABLE CONDOMINIUM.

Declarant intends to develop **PRESTWICK CONDOMINIUM** in phases, so that in addition to the real estate and improvements described in Section 4 and submitted to the condominium form of ownership hereunder, Declarant may declare and annex to **PRESTWICK CONDOMINIUM** certain additional real estate and improvements, in the manner provided in Section 22 herein. **PRESTWICK CONDOMINIUM** may ultimately consist of a residential condominium of up to 56 Units (as hereinafter defined) if all proposed expansions are accomplished. In the event such expansions are accomplished, the percentage of undivided ownership interest of each Unit owner in the common elements, voting rights, and each Unit owner's share of common expenses will be changed to include additional Unit owners and the additional property and improvements included in **PRESTWICK CONDOMINIUM**.

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4. LEGAL DESCRIPTION.

The following described real estate, also described in the condominium plat attached hereto (the "Condominium Plat"), is hereby subjected to the provisions of this Declaration:

> All that part of Parcel 3 of Certified Survey Map No. 1551, recorded in Volume 4 of Certified Survey Maps on Page 756 as Document No. 1362028, Section 35, Town 4 North, Range 19 East, Village of Waterford, Racine County, Wisconsin, bounded and described as follows:
>
> Commencing at the Northwest corner of said Parcel 1; Thence South 00°09'57" West and along the West line of said Parcel 1 and the East line of a public street ("Buena Park Road"), 511.54 feet to a point; Thence South 88°49'03" East and along the South line of said Parcel 1, 158.11 feet to a point; Thence South 00°23'57" West and along the West line of said Parcel 3, 37.60 feet to the place of beginning of lands hereinafter described;
>
> Thence South 60°32'45" East and along the Southerly line of a private street ("Prestwick"), 252.52 feet to a point; Thence South 52°30'47" West, 124.97 feet to a point; Thence South 09°40'02" West, 70.98 feet to a point in the South line of said Parcel 3 and the Northerly line of a public Street ("S.T.H. 20-83"); Thence North 77°46'00" West and along the said South line of said Parcel 3 and said Northerly public street line, 113.08 feet to a point; Thence North 00°23'57" East and along the said West line of said Parcel 3, 246.24 feet to the point of beginning of this description.

5. DEFINITION AND DESCRIPTION OF UNITS.

5.1 **Number.** Eight (8) residential condominium units are hereby declared in **PRESTWICK CONDOMINIUM** (individually a "Unit" and collectively the "Units").

5.2 **Definition.** A Unit is that separate area within a building intended for independent, private use, comprised of one or more cubicles of air at one or more levels of space, having outer boundaries formed by the interior surfaces of the perimeter walls, floors, and ceilings, including the windows, window frames, doors and door frames of the Units, as said boundaries are

shown in the Condominium Plat attached hereto, together with all fixtures and improvements therein contained, and including an enclosed parking garage and the enclosed stairways leading up to the Units located on the second levels of the buildings as a part of each Unit, as shown on the Condominium Plat.

5.3 **Identification.** The Units are designated by the numbers as set forth on the Condominium Plat. The Unit designations and locations and floor plans for the Units are as set forth in the Condominium Plat attached hereto. The approximate dimensions and floor area of each Unit, immediate Common Elements (as hereinafter defined) to which the Units have access, and further details identifying and describing the Units are as set forth in the Condominium Plat.

6. DESCRIPTION AND LOCATION OF BUILDINGS.

There is one (1) main building constructed on the real estate described in Section 4 above, which will contain eight (8) single-family residential condominium Units. The building is or will be located on the real estate as indicated on the Condominium Plat. The building constructed upon the Property is or will be two (2) stories in height above ground level and will be constructed principally as wood frame and masonry buildings with asphalt roofing shingles. Floor plans of the Units are attached hereto as a part of the Condominium Plat.

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7. COMMON ELEMENTS AND FACILITIES.

7.1 **Description.** The common elements ("Common Elements") shall consist of all of the **PRESTWICK CONDOMINIUM**, except the individual Units and fixtures therein, as defined hereunder, and shall include, without limitation, the land on which the buildings are located; the private roadways, building structures and exteriors, perimeter and bearing walls; common sidewalks, driveways and walkways; building roofs; foundations; pipes; ducts; electrical wiring and conduits; utility services; public utility lines; master television cable or antenna and lines; water mains and lines, sewer laterals; outside walls; girders, beams and supports; the landscaping comprising or which may comprise the Property; and all other improvements and appurtenances.

7.2 **Unit Owner Easements.** Each Unit owner shall have an easement to the space between the interior and exterior walls or common walls of his or her Unit for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls, and the like, where space between the walls may be necessary for such uses, provided that the Unit owner shall do nothing to impair the structural integrity of the building, and provided further that the Common Elements be restored to their former condition by the Unit owner at his or her sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the Unit owners and the Association (hereinafter described) for the installation, maintenance and repair of common utility services in and on any part of the Common Elements or Units.

8. LIMITED COMMON ELEMENTS.

8.1 **Description.** A portion of the Common Elements are designated as "Limited Common Elements," as shown in the Condominium Plat. Such Limited Common Elements shall be reserved for the exclusive and pursuant use of the owner or occupant of the Unit to which they are appurtenant, to the exclusion of all other Units in **PRESTWICK CONDOMINIUM**. Such Limited

Common Elements consist of the driveways, porches, patios and balconies and such other Limited Common Elements as may be identified in the Condominium Plat.

8.2 **Use.** The manner of use of the Limited Common Elements shall be governed by the By-Laws of, and such rules and regulations as may be established by, the Association, and no Unit owner shall alter, remove, repair, paint, decorate, landscape or adorn any Limited Common Element, or permit such, in any manner contrary to such By-Laws and rules and regulations. No major or structural changes or alterations shall be made by any Unit owner to any of the Limited Common Elements without the prior written approval of the Association, which approval may be given upon such terms and conditions as the Association deems appropriate.

9. OWNERSHIP OF UNIT AND PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

Each Unit owner shall own a fee simple interest in his or her Unit. Each Unit owner shall also own an undivided interest in the Common Elements and Limited Common Elements as a tenant in common with all other Unit owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the Common Elements and Limited Common Elements for all purposes incident to the use and occupancy of his or her Unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with his or her Unit.

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The initial percentage of such undivided ownership interest in the Common Elements and Limited Common Elements relating to each Unit and its owner for all purposes, including proportionate payment of common expenses and voting, shall be determined by dividing the number one (1) by the number eight (8).

The percentage of such ownership of the Common Elements and Limited Common Elements shall be subject to change and adjustment in the event of annexation of additional properties and improvements to **PRESTWICK CONDOMINIUM**, as provided in Section 22 herein, and new percentages shall be shown in any amendment to this Declaration made pursuant to Section 22. The percentage ownership interest in the Common Elements for all Unit owners upon annexation to **PRESTWICK CONDOMINIUM** as set forth in Section 22 herein shall be determined by dividing the number one (1) by the total number of Units then comprising **PRESTWICK CONDOMINIUM**. The percent ownership interests as set forth herein or in any amendment to this Declaration shall be deemed accurate and correct for all purposes.

10. ASSOCIATION OF UNIT OWNERS.

10.1 **Membership, Duties and Obligations.** All Unit owners shall be entitled and required to be a member of an association of Unit owners to be known as **PRESTWICK CONDOMINIUM** Association, Ltd. (the "Association") which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements and Limited Common Elements. Such Association shall be incorporated as a non-stock corporation under the laws of the State of Wisconsin. Each Unit owner and the occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the By-Laws and rules and regulations of the Association.

10.2 **Voting Rights.** Each Unit shall be entitled to one (1) vote at meetings of the Association. Only one membership and one vote shall exist for each Unit; if title to a Unit is held by more than one person, the membership and vote related to that Unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which title to the Unit is held. Voting rights may not be split, and shared membership interests must be voted pursuant to the designation contained in the Membership List maintained pursuant to the By-Laws. The Declarant shall be entitled to cast the votes pertaining to any Unit or Units declared as a part of **PRESTWICK CONDOMINIUM** but not constructed or sold, until such time as the respective Units are constructed and sold by Declarant or its successors or assigns.

The respective rights, qualifications and obligations of the members of the Association shall be as set forth in the By-Laws of the Association.

10.3 **Declarant Control.** Notwithstanding any other provisions herein contained, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and officers of the Association and to amend the By-Laws or rules and regulations of the Association, until the earlier of: (a) ten (10) years from the date of the closing of the first sale of a Unit by Declarant, (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers by Declarant, or (c) until such earlier time as may be determined by Declarant, subject in each case to provisions of the Act. The percentage in (b) above shall be calculated with the assumption that all Units to be completed are included in the Condominium, including those in Future Phases. Each owner of a Unit in **PRESTWICK CONDOMINIUM** shall be deemed by acceptance of any deed to any Unit to agree, approve, and consent to the right of Declarant to so control the Association.

10.4 **Association Personnel.** The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of **PRESTWICK CONDOMINIUM**. The Association may contract for common services or utilities as may be required for each Unit.

10.5 **Association Records.** The Association shall have current copies of this Declaration, the Articles of Incorporation and the By-Laws of the Association, the Condominium Plat, any rules or regulations affecting **PRESTWICK CONDOMINIUM,** and the Association's books, records and financial statements available for inspection during normal business hours by Unit owners or by holders, insurers or guarantors of first mortgages secured by condominium Units in **PRESTWICK CONDOMINIUM.** Upon written request, the Association shall provide a written financial statement for the preceding fiscal year to any such holder, insurer or guarantor of a first mortgage secured by a Unit in **PRESTWICK CONDOMINIUM**. The Association shall make available to prospective purchasers current copies of the Declaration, By-Laws of the Association, any rules and regulations affecting **PRESTWICK CONDOMINIUM** and the most recent financial statement of the Association during normal business hours.

11. RESIDENTIAL PURPOSE.

The one (1) building described in Section 6 hereof and the Units therein contained are intended for and restricted exclusively to residential uses as governed by the terms and conditions contained herein and the By-Laws of the Association. Notwithstanding the foregoing, the Declarant

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reserves the right, at its option and in its sole discretion, to use and occupy various Units, selected by the Declarant, as "model" Units and sales offices and to designate reserved parking spaces to be used in connection with Declarant's sale activities and to direct prospective buyers to parking areas, until such time as all annexations provided for in Section 22 herein have been completed by Declarant, or all Units have been sold, or until such earlier time as may be determined by Declarant.

12. REPAIRS AND MAINTENANCE.

12.1 **Individual Units.** Each Unit owner shall be responsible for keeping the interior of his or her Unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for interior decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his or her Unit, all as is more fully set forth in the By-Laws of the Association. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Unit owner shall be responsible for the maintenance, repair or replacement of any doors and windows (including replacement of broken glass), patio and balcony doors, garage doors, screens and screening, lighting fixtures, refrigerators, ranges, heating and air conditioning equipment, including appurtenant compressor and equipment, plumbing fixtures, dishwashers, disposals, laundry equipment such as washers and dryers, water heaters, interior electrical wiring and fixtures, door bells, or other equipment which may be in, or connect with, the Unit or the Limited Common Elements appurtenant to the Unit. For purposes of uniformity of external appearance and quality, the Association may specify the type, color and quality of materials to be used in replacing, repairing, painting or maintaining external fixtures such as entry doors, garage doors, lighting fixtures and other items which may be determined from time to time by the Board of Directors of the Association.

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12.2 **Common Elements.** The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements, and shall cause the same to be kept in good, clean, attractive and sanitary condition, order, and repair. Without in any way limiting the foregoing, this shall include all routine painting, repair, and maintenance of building exteriors, including walls and roof, garage exteriors, and repair and maintenance of walkways and driveways, as is all more fully set forth in the By-Laws. All expenses of maintenance of the Common Elements shall be a common expense of the Association. The Association shall have control over all additions, improvements and alterations to Common Elements and Limited Common Elements. Individual Unit owners may make alterations or additions to Common Elements or Limited Common Elements, upon application to and prior approval by the Association. Individual Unit owners shall be responsible at their sole expense for maintenance, repair and upkeep of all such individual additions, improvements, alterations and changes made to the Common Elements or Limited Common Elements. In the event any repair or maintenance of the Common Elements is necessitated by reason of the negligence or misuse of a Unit owner or the guest or agent of a Unit owner, such expense shall be charged and specially assessed against the responsible Unit owner, unless such loss is covered by insurance.

12.3 **Limited Common Elements.** Each Unit owner shall keep the Limited Common Elements appurtenant to his or her Unit, as defined in Section 8 hereof and as described in the Condominium Plat, in a good, clean, sanitary and attractive condition.

12.4 **Prohibition Against Structural Changes by Owner.** A Unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to his or her Unit, or in or to the exterior of any building or any Common Elements or Limited Common Elements, or make or install any improvements or equipment which may affect other Units or the owners of other Units. A Unit owner shall not perform, or allow to be performed, any act or work which will impair the structural soundness or integrity of the buildings or Units, or the safety of the Property, or impair any easement or property right, without the prior written consent of the Association.

12.5 **Entry for Repairs.** The Association may enter any Unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities or for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the Unit owners, except in the case of an emergency when injury or property damage will result from delayed entry, and with as little inconvenience to the Unit owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense except as allocable to an individual Unit or Units in the discretion of the Board of Directors.

12.6 **Decorating.** Each Unit owner shall have the exclusive right to carpet, paint, repaint, tile, panel, paper or otherwise refurbish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his or her Unit and all walls, ceilings, floors and doors within such boundaries, and to erect partition walls of a non-structural nature within his or her Unit.

13. NO SUBDIVISION.

No Unit in **PRESTWICK CONDOMINIUM** may be subdivided or separated and no relocation of boundaries between adjoining Units shall be allowed except pursuant to such standards as may be promulgated by and with the consent of the Association.

14. DESTRUCTION AND RECONSTRUCTION.

In the event of a partial or total damage or destruction of a building or buildings or any other part of the Common Elements, such shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, so as to be compatible with the remainder of **PRESTWICK CONDOMINIUM**. However, in the case of damage or destruction, the repair or reconstruction of which would exceed available insurance proceeds, the Association may determine not to rebuild or repair by affirmative vote and written consent of at least 75% of the votes in the Association within 90 days of the date of the damage or destruction. In such event, the Property shall be subject to an action for partition and shall be partitioned pursuant to §703.18 of the Wisconsin Statutes, providing for distribution of net proceeds of sale of the Property and net proceeds of insurance in proportion to the undivided percentage ownership interests in the Common Elements and in accordance with the priority of interests in each Unit, and the Association shall be dissolved.

On reconstruction, the design, plan and specifications of any building or Unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any Unit may not vary by more than five percent (5%) from the number of square feet for

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such Unit as originally constructed, and the location of the building shall be substantially the same as prior to damage or destruction. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction, as provided in Section 15 hereof. The Association shall have the right to levy assessments as a common expense against all Unit owners in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

15. INSURANCE.

15.1 **Units.** Individual Unit owners shall provide insurance for the interior of their respective Units and all personal property, fixtures and improvements contained therein not covered by the Association's insurance. Premiums for such insurance shall be an individual expense of the respective Unit owners.

15.2 **Common Elements.** The Association shall provide and maintain fire and broad form extended coverage insurance on the buildings, improvements, and any other Common Elements and Limited Common Elements in an amount not less than the full replacement value thereof from time to time. The Association may provide and maintain fire and broad form extended coverage insurance on the fixtures within the Unit. Such insurance shall be obtained in the name of the Association as trustee for each of the Unit owners and their respective mortgagees in the percentages established in this Declaration, as their interests may appear. Premiums shall be a common expense. To the extent required by law or deemed advisable by the Declarant or the Association, the Association shall provide and maintain flood insurance on the buildings, improvements and any other Common Elements and Limited Common Elements.

In the event of partial or total destruction of a building or buildings and the repair or reconstruction of such building or buildings in accordance with Section 14 hereof, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the insurance proceeds together with the net proceeds of sale, shall be distributed to the Unit owners and their mortgagees, if any, as their respective interests may appear, in the manner provided by the Act.

15.3 **Combined Insurance.** If insurance coverage is available to combine protection for the Association and the Unit owner's individual Unit, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost-sharing basis under which the Unit owner would be assessed individually for the amount of insurance which he or she directs the Board of Directors to include in such policies for his or her additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any Unit owner, at his or her own expense, to provide any additional insurance coverage on his or her improvements or on his or her Unit.

15.4 **Liability Insurance.** The Association shall also provide public liability insurance covering the Common Elements and the Limited Common Elements with respect to all claims commonly insured against in such amounts as may be determined at the discretion of the Association from time to time. The Association may also provide workman's compensation insurance, directors' and officers' liability insurance and fidelity bonds on such officers and employees in such amounts and with such coverage as is determined by the Board of Directors to be necessary or advisable from time to time.

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15.5 **Terms of Insurance.** To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against Unit owners, the Association, and their respective agents, invitees and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more Unit owners, or the Association, or their agents, invitees and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

16. LIABILITY FOR COMMON EXPENSES.

The costs of administration of the Association, insurance, repair, maintenance and other expenses of the buildings, improvements, the Common Elements and Limited Common Elements, including common services provided to the Unit owners such as professional management services, trash removal, sewer, snow removal, and repair and maintenance of landscaping, walkways, private roadways, driveways, driveway lights, and parking areas, shall be paid for by the Association. The Association shall make assessments against the Unit owners and the Units for such common expenses in accordance with the percentage of the undivided interest in the Common Elements relating to each Unit, in the manner provided in the By-Laws of the Association. No Unit owner may exempt himself or herself or his or her Unit ownership from liability for his or her contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Elements or Limited Common Elements or services or by abandonment of his or her Unit or because of a dispute over services provided or not provided by the Association; and no conveyance shall relieve the Unit owner-grantor or his or her Unit of such liability, and he or she shall be jointly, severally and personally liable along with his or her grantee in any such conveyance for the common expenses incurred up to the date of sale, until all expenses charged to his or her Unit have been paid. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements, and no Unit owner shall have any "self help" rights regarding the Common Elements or Limited Common Elements or any right to reimbursement from the Association for any purported benefit conferred upon any Common Element or Limited Common Element by any Unit owner without the explicit consent of the Association.

All assessments, when due, shall immediately become a personal debt of the Unit owner and also a lien, until paid, against the Unit to which charged, as provided in the Act. Assessments shall be made against the Unit owners and the Units at the beginning of each fiscal year of the Association to meet estimated common expenses of the Association for the ensuing year; however, if prorated and paid in installments, the assessments shall not be considered due until the respective installment payment dates. In the event of delinquency in payment, the Association may assess penalties and interest, and may accelerate annual assessments remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association.

If a Unit owner defaults in any payment, the Association shall take appropriate measures as provided by law. The defaulting Unit owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including the Association's actual attorney fees. Unit owners shall be both personally liable for assessments and a lien shall be imposed against such owner's Unit for same; provided, however, such lien shall be subordinate to the lien of a first mortgage recorded prior to the due date of the delinquent assessment. Liens for unpaid assessments

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as provided in the Act shall also extend to and secure interest, fines and reasonable costs of collection including attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of liens. The Association may purchase a Unit upon the foreclosure of its lien. A lien for assessments will not be affected by the sale or transfer of a Unit, provided that the foreclosure of a first mortgage lien extinguishes the lien for any assessments payable prior to such foreclosure sale.

17. PARTITION OF COMMON ELEMENTS PROHIBITED.

There shall be no partition of the Common Elements and Limited Common Elements through judicial proceedings or otherwise, except as otherwise provided in this Declaration, until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of the Act; provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single Unit as between such co-owners. No Unit may be subdivided or separated except pursuant to such standards as may be promulgated by and with the consent of the Association.

18. CONVEYANCE TO INCLUDE INTERESTS IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

The percentage of undivided interest in the Common Elements and Limited Common Elements shall not be separated from the Unit to which it appertains. No Unit owner shall execute any deed, mortgage, lease or other instrument affecting title to such Unit ownership without including therein both his or her interest in the Unit and his or her corresponding percentage of ownership in the Common Elements and Limited 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.

19. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

19.1 **Utilities.** Easements are hereby declared and granted for the benefit of the Unit owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace water lines and pipes, sewer lines, gas mains, telephone wires and equipment, master television antenna system or cable wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the Common Elements, to service the Property or the property described in Section 22 herein. The Association or the Declarant has the right to grant easements for utilities as provided above under, through or over the Common Elements which are reasonably necessary to the ongoing development and operation of **PRESTWICK CONDOMINIUM**.

19.2 **Encroachments.** In the event that by reason of the construction, reconstruction, repair, settlement, movement or shifting of any building, or the design or construction of any Unit, any part of the Common Elements or Limited Common Elements, encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements or Limited Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit

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so long as all or any part of the building containing such Unit shall remain standing, and Unit and Common Element boundaries shall be as provided in the Act. Provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit or in favor of the owner or owners of the Common Elements or Limited Common Elements, if such encroachment occurred due to the willful and knowing conduct of said owner or owners.

19.3 **Rights of Ingress and Egress.** Each Unit owner shall have an unrestricted right of ingress and egress to and from his or her Unit that shall be perpetual and pass with the Unit upon transfers of ownership. Each Unit owner shall have an easement for pedestrian and vehicular access for ingress and egress over those parts of the Prestwick private roadway owned by Declarant.

19.4 **Binding Effect.** All easements and rights described in this Section 19 are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all Unit owners, purchasers and mortgagees and their heirs, personal representatives, successors and assigns. The Association or the Declarant shall have the authority to execute and record all documents necessary to carry out the intent of this Section 19.

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20. RIGHTS OF ACTION; FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER.

20.1 **Rights of Action.** If any Unit owner fails to comply with this Declaration or the By-Laws or decisions made by the Association, the Association or any other Unit owner may sue such Unit owner for damages caused by the failure or for injunctive relief. In addition, the Association shall have the enforcement authority contained in the By-Laws of the Association. If the Association fails to comply with this Declaration or the By-Laws, any Unit owner may sue the Association for damages caused by such failure.

20.2 **No Waiver.** The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

21. AMENDMENTS TO DECLARATION.

21.1 **General.** Except as otherwise provided by the Act with respect to termination of the condominium form of ownership, and except as provided in Section 22 herein and in Section 21.2 below, this Declaration may be amended only with the written consent of Unit owners with not less than two-thirds (2/3) of the votes in the Association. A Unit owner's written consent is not effective unless it is approved by the mortgagee of the Unit, if any. Prior to completion of construction and initial sale of all Units by Declarant, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Amendments shall be executed by the President of the

Association and shall become effective when recorded in the Office of the Register of Deeds for Racine County, Wisconsin. A copy of the amendment shall be recorded with the Office of the Register of Deeds for Racine County, and a copy of the amendment shall also be mailed or personally delivered to each Unit owner at his or her address on file with the Association.

22. EXPANSIONS OF **PRESTWICK CONDOMINIUM.**

22.1 **Right to Expand.** Declarant hereby reserves the right and option unto itself, its successors or assigns, in its sole discretion, within a period of ten (10) years after the date of recording this Declaration in the Office of the Register of Deeds for Racine County, Wisconsin, to expand and add to **PRESTWICK CONDOMINIUM**, and include as property subject to this Declaration, in any sequence whatsoever, all or any part of the real estate and improvements described below and described as Future Phases in the Condominium Plat attached hereto:

All that part of Parcels 1 and 3 of Certified Survey Map No. 1551, recorded in Volume 4 of Certified Survey Maps on Pages 756 as Document No. 1362028, and unplatted lands, being a part of the Southwest ¼ of the Southwest ¼ of Section 26 and part of the Northwest ¼ of the Northwest ¼ of Section 35, all in Town 4 North, Range 19 East, part in the Village of Waterford and part in the Town of Waterford, Racine County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of said Parcel 1; Thence South 00°09'57" West and along the West line of said Parcel 1 and the East line of a public street ("Buena Park Road"), 511.54 to a point; Thence South 88°49'03" East and along the South line of said Parcel 1, 12.00 feet to the place of beginning of lands hereinafter described;

Continuing thence South 88°49'03" East and along the said South line of said Parcel 1, 146.11 feet to a point; Thence South 00°23'57" West and along the West line of said Parcel 3, 277.51 feet to a point in the Northerly line of a public street ("S.T.H. 20-83"); Thence North 74°54'15" West and along the said Northerly public street line, 120.12 feet to a point; Thence North 23°54'59" West and along the said Northerly public street line, 70.81 feet to a point in the said East line of said public street ("Buena Park Road"); Thence North 00°09'57" East and along the said East public street line, 184.50 feet to the point of beginning of this description.

And also all that part of Parcels 1 and 3 of said Certified Survey Map, bounded and described as follows:

Commencing at the Northwest corner of said Parcel 1; Thence South 00°09'57" West and along the West line of said Parcel 1 and the East line of a public street ("Buena Park Road"), 511.54 feet to a point; Thence South 88°49'03" East and along the South line of said Parcel 1, 158.11 feet to the place of beginning of lands hereinafter described;

Thence South 56°37'02" East and along the said South line of said Parcel 1, 13.05 feet to a point; Thence North 36°16'13" East, 144.27 feet to a point in the Northerly line of a private street ("Spyglass Hill"); Thence South 53°20'32" East and along the Northerly private street line, 112.37 feet to a point of curvature; Thence

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Southeasterly 70.91 feet along the said Northerly private street line and the arc of a curve, whose center lies to the Northeast, whose radius is 89.00 feet, whose central angle is 45°38'52", and whose chord bears South 76°09'58" East, 69.05 feet to a point in the Southerly line of a public street ("Augusta"); Thence Southeasterly 158.09 feet along the Southerly public street line and the arc of a curve, whose center lies to the Northeast, whose radius is 158.00 feet, whose central angle is 57°19'42", and whose chord bears South 48°45'21" East, 151.58 feet to a point of tangency; Thence South 77°25'12" East and along the said Southerly public street line, 221.21 feet to a point of curvature; Thence Southeasterly 74.68 feet along the said Southerly public street line and the arc of a curve, whose center lies to the Southwest, whose radius is 112.00 feet, whose central angle is 38°12'21", and whose chord bears South 58°19'01" East, 73.31 feet to a point in the Westerly line of said public street ("Augusta"); Thence Southwesterly 233.02 feet along the said Westerly public street line and the arc of a curve, whose center lies to the Southeast, whose radius is 393.00 feet, whose central angle is 33°58'20", and whose chord bears South 32°52'03" West, 229.62 feet to a point of tangency; thence South 15°52'53" West and along the said Westerly public street line, 42.54 feet to a point in the Northerly line of a public street ("S.T.H. 20-83"); Thence Northwesterly 17.98 feet along the Northerly public street line and the arc of a curve, whose center lies to the Southwest, whose radius is 1198.16 feet, whose central angle is 00°51'36", and whose chord bears North 77°20'12" West, 17.98 feet to a point; Thence North 77°46'00" West and along the said Northerly public street line, 392.26 feet to a point; Thence North 09°40'02" East, 70.98 feet to a point, Thence North 52°30'47" East, 124.97 feet to a point in the Southerly line of a private street ("Prestwick"); Thence North 60°32'45" West and along the said Southerly private street line, 252.52 feet to a point; Thence North 00°23'57" East and along the West line of said Parcel 3, 37.60 feet to the point of beginning of this description.

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In the event of such expansion, Declarant or its successors or assigns shall be entitled to construct on the property described above and to expand **PRESTWICK CONDOMINIUM**, and submit to the condominium form of ownership hereunder, a maximum of forty-eight (48) additional condominium units, or any lesser number, and such facilities or amenities as Declarant, its successors or assigns, may deem appropriate. Such units shall be located generally as shown in the Condominium Plat, but final location and configuration of the buildings and units shall be at the sole discretion of the Declarant. **PRESTWICK CONDOMINIUM** may ultimately consist of a residential condominium of fifty-six (56) Units if the maximum number of units in the Future Phases are so annexed to **PRESTWICK CONDOMINIUM**. All Units, Unit owners and occupants, and the Common Elements and Limited Common Elements of the Future Phases, if and when the Future Phases are annexed, shall be in all respects subject to the provisions, restrictions, covenants, terms and conditions of the Act, this Declaration, the Articles and By-Laws of the Association, and such amendments, restrictions, rules and regulations as may be promulgated thereunder.

Declarant reserves the right to change the layout, location, dimensions and construction details of the buildings, Units and Common Elements shown on the Condominium Plat which are not fully constructed, provided that such changes shall not substantially alter the nature and quality of the building and Units.

22.2 **Adjustment to Percentage Ownership in Common Elements.** Upon the effective date of any such expansion, or any one in a series of expansions, the percentage of the aggregate undivided interest in the Common Elements and Limited Common Elements relating to each Unit and its owners, shall be adjusted and reallocated between all Unit owners for all purposes, including ownership, common surplus, and the proportionate share of common expenses to be paid by each Unit, as set forth in Section 9 herein. Such percentages shall pertain to the prior condominium Property as well as the Future Phases property then annexed and added to **PRESTWICK CONDOMINIUM**. Each Unit, including units in any expansion, shall be entitled to one (1) vote in the Association per Unit.

22.3 **Amendments to Declaration.** Any such expansion, or series of expansions, shall be accomplished by Declarant in each case through the filing and recording in the office of the Register of Deeds for Racine County, Wisconsin, of (i) an amendment to this Declaration which shall set forth among other things the legal description of the properties being annexed and added to **PRESTWICK CONDOMINIUM**, and the new percentage interests and voting rights of the Unit owners, and (ii) an addendum to the Condominium Plat which shall include details and information concerning the annexed property as required in the original Condominium Plat, and which amendments and addenda shall otherwise be in compliance with the requirements of the Act. Such amendments and addenda shall be effective as of the date of recording. Such amendments need not be signed by any person or entity other than the Declarant herein, or its successors or assigns. A copy of any amendments or addenda shall be mailed or personally delivered to each Unit owner at his or her address on file with the Association. Except as may be required by applicable law and ordinances, there shall be no limitation on the order in which portions of the Future Phases property may be annexed to **PRESTWICK CONDOMINIUM**, or the determination of the boundaries of such future phases and annexed parcels.

22.4 **Existing Mortgages.** Upon the effective date of any expansion, the interest of any mortgagee of a Unit shall attach to the new percentage interest in the Common Elements appurtenant to the mortgaged Unit.

22.5 **Failure to Annex or Expand.** No portion or portions of the Future Phases property shall be subject to any of the provisions of **PRESTWICK CONDOMINIUM** instruments unless and until an amendment to the Declaration is recorded by Declarant annexing such portion or portions to **PRESTWICK CONDOMINIUM**. Nothing contained in this Section 22 shall be deemed to place any obligation on the Declarant, its successors or assigns, with respect to accomplishment of any annexation of the Future Phases property, or expansion of **PRESTWICK CONDOMINIUM**, nor shall anything contained herein be deemed to grant or create a right in Unit owners under this Declaration with respect to such annexation or expansion.

22.6 **Easements.** Declarant expressly declares, reserves and excepts access, development, construction and utility easements across the lands subject to this Declaration including property hereafter annexed to **PRESTWICK CONDOMINIUM** for the benefit of, and as necessary in connection with, the development and use of the Future Phases property. Included in this reservation are easements for purposes of access and rights-of-ways across Phase I and property hereafter annexed to **PRESTWICK CONDOMINIUM** for the benefit of Future Phases property and other property adjoining the Future Phases property owned by Declarant, and as may be necessary in connection with development, construction, sale and use of Future Phases property and other property adjoining the Future Phases property, which easements shall be effective whether or not the

0001-0003

said Future Phases property or any part thereof is ultimately annexed to **PRESTWICK CONDOMINIUM**. Each Unit owner, by acceptance of any deed to any Unit hereunder, shall be deemed to grant to the Declarant, its successors or assigns, an irrevocable Power of Attorney, coupled with an interest, to execute and record all documents and legal instruments necessary to implement the provisions and intent of this paragraph. The easements here reserved shall be continuing covenants running with the land subject hereto, and shall become effective upon the first conveyance of all or any part of the Property described in Section 4 above by Declarant, provided such conveyance is pursuant and subject to the Act.

23. **NOTICES.**

All notices and other documents required to be given by this Declaration or the By-Laws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the Agent specified for receipt of process herein. All Unit owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

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24. **RESIDENT AGENT.**

The Resident Agent for the Condominium shall be Mary Pangman Schmitt, 407 East Main Street, Waterford, Wisconsin 53185, or such other person or entity as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Secretary of State of the State of Wisconsin. A designation of a Resident Agent in replacement of said Agent shall be filed by the Association within thirty (30) days after the date Declarant has sold all Units in the Condominium, or at such earlier time as may be requested by said Agent. The Association may designate successors to the Resident Agent by affirmative vote of the Unit owners with a majority of the votes present or represented by proxy at a meeting of the Association at which a quorum is in attendance.

25. **NUMBER AND GENDER.**

Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

26. **CAPTIONS.**

The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions hereof.

27. **SEVERABILITY AND ASSIGNMENT.**

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or of any other provision hereof. Declarant may freely assign any and all rights provided to Declarant herein.

IN WITNESS WHEREOF, the said Country Club Villas, Inc., a Wisconsin corporation, Declarant, has caused this document to be executed as of the date first set forth above.

COUNTRY CLUB VILLAS, INC.
a Wisconsin corporation

By: _____
Mary Pangman Schmitt, President

By: _____
Kevin P. Schmitt, Secretary

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Acknowledgement

STATE OF WISCONSIN)
) SS.
Racine COUNTY)

Personally came before me this 11th day of April, 2003, the above-named Mary Pangman Schmitt and Kevin P. Schmitt, as President and Secretary, respectively, of Country Club Villas, Inc., to me known to be the persons who executed the foregoing instrument and acknowledge the same on behalf of said corporation.

_____
Notary Public, Racine County, Wisconsin
My Commission expires: 9-17-06

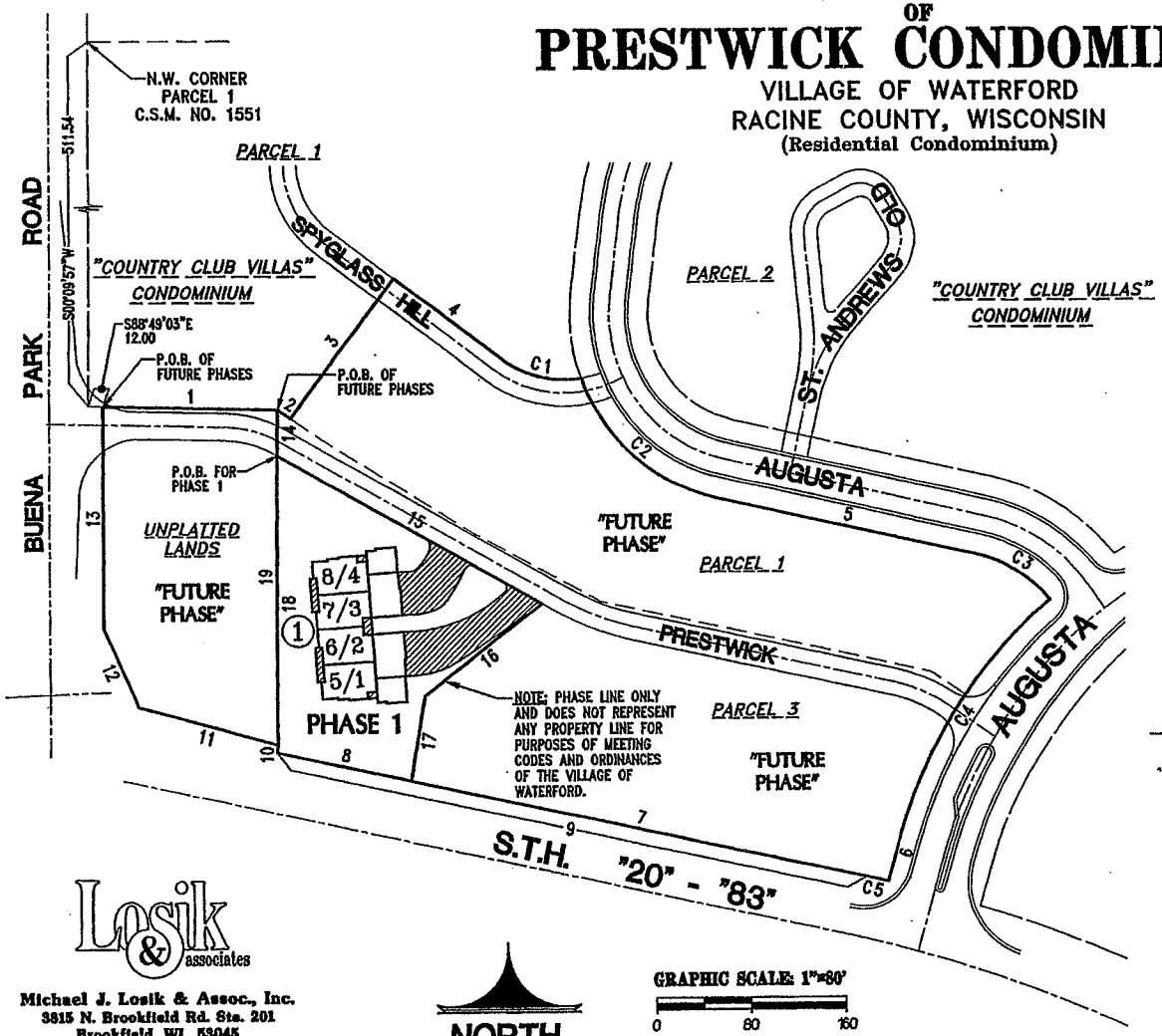
This instrument was drafted by:

Scott L. Langlois
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

CONDOMINIUM PLAT
OF

PRESTWICK CONDOMINIUM

VILLAGE OF WATERFORD
RACINE COUNTY, WISCONSIN
(Residential Condominium)



INDICATES LIMITED COMMON ELEMENTS

NOTE: THIS SURVEY DESCRIBES THE LAND AND BUILDINGS SUBJECT TO THE CONDOMINIUM DECLARATION AND THE LAND ADJACENT TO COUNTRY CLUB VILLAS CONDOMINIUM.

BUILDING & UNIT DESIGNATION

FIRST FLOOR: 1, 2, 3, 4

SECOND FLOOR: 5, 6, 7, 8

LINE TABLE

NUMBER	DIRECTION	DISTANCE
1	S88°49'03"E	146.11
2	S56°37'02"E	13.05
3	N36°16'13"E	144.27
4	S53°20'32"E	112.37
5	S77°25'12"E	221.21
6	S15°52'53"W	42.54
7	N77°46'00"W	392.26
8	N77°46'00"W	113.08
9	N77°46'00"W	505.34
10	N00°23'57"E	6.33
11	N74°54'15"W	120.12
12	N23°54'59"W	70.81
13	N00°09'57"E	184.50
14	S00°23'57"W	37.60
15	S60°32'45"E	252.52
16	S52°30'47"W	124.97
17	S09°40'02"W	70.98
18	N00°23'57"E	246.24
19	S00°23'57"W	277.51

WISCONSIN
MICHAEL J. LOSIK
S-1065
BROOKFIELD, WI.
LAND SURVEYOR

CURVE TABLE

NUMBER	Δ-ANGLE	CHORD BEARING	RADIUS	ARC	CHORD
C1	45°38'52"	S76°09'58"E	89.00	70.91	69.05
C2	57°19'42"	S48°45'21"E	158.00	158.09	151.58
C3	38°12'21"	S58°19'01"E	112.00	74.68	73.31
C4	33°58'20"	S32°52'03"W	393.00	233.02	229.62
C5	00°51'36"	N77°20'12"W	1198.16	17.98	17.98

Losik & associates

Michael J. Losik & Assoc., Inc.
3815 N. Brookfield Rd. Ste. 201
Brookfield, WI 53045
(262) 790-1480
FAX 790-1481

NORTH

GRAPHIC SCALE: 1"=80'
0 80 160

DECLARANT:
COUNTRY CLUB VILLAS, INC.

THIS EXHIBIT WAS DRAFTED BY MICHAEL J. LOSIK, P.E., L.S. (MICHAEL J. LOSIK & ASSOC., INC., BROOKFIELD WISCONSIN)

104/88120-01/SSDCP13

1711000

CONDOMINIUM PLAT
OF

PRESTWICK CONDOMINIUM

VILLAGE OF WATERFORD
RACINE COUNTY, WISCONSIN
(Residential Condominium)

LEGAL DESCRIPTION - PHASE 1:

All that part of Parcel 3 of Certified Survey Map No. 1551, recorded in Volume 4 of Certified Survey Maps on Page 756 as Document No. 1362028, Section 35, Town 4 North, Range 19 East, Village of Waterford, Racine County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of said Parcel 1; Thence South 00°09'57" West and along the West line of said Parcel 1 and the East line of a public street ("Buena Park Road"), 511.54 feet to a point; Thence South 88°49'03" East and along the South line of said Parcel 1, 158.11 feet to a point; Thence South 00°23'57" West and along the West line of said Parcel 3, 37.60 feet to the place of beginning of lands hereinafter described;

Thence South 60°32'45" East and along the Southerly line of a private street ("Prestwick Drive"), 252.52 feet to a point; Thence South 52°30'47" West, 124.97 feet to a point; Thence South 09°40'02" West, 70.98 feet to a point in the South line of said Parcel 3 and the Northerly line of a public Street ("S.T.H. 20-83"); Thence North 77°46'00" West and along the said South line of said Parcel 3 and said Northerly public street line, 113.08 feet to a point; Thence North 00°23'57" East and along the said West line of said Parcel 3, 246.24 feet to the point of beginning of this description.

Losik & associates

Michael J. Losik & Assoc., Inc.
3815 N. Brookfield Rd. Ste. 201
Brookfield, WI 53045

(262) 790-1480
FAX 790-1481

LEGAL DESCRIPTION - FUTURE PHASES:

All that part of Parcels 1 and 3 of Certified Survey Map No. 1551, recorded in Volume 4 of Certified Survey Maps on Pages 756 as Document No. 1362028, and unplatted lands, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 26 and part of the Northwest 1/4 of the Northwest 1/4 of Section 35, all in Town 4 North, Range 19 East, part in the Village of Waterford and part in the Town of Waterford, Racine County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of said Parcel 1; Thence South 00°09'57" West and along the West line of said Parcel 1 and the East line of a public street ("Buena Park Road"), 511.54 feet to a point; Thence South 88°49'03" East and along the South line of said Parcel 1, 12.00 feet to the place of beginning of lands hereinafter described;

Continuing thence South 88°49'03" East and along the said South line of said Parcel 1, 146.11 feet to a point; Thence South 00°23'57" West and along the West line of said Parcel 3, 277.51 feet to a point in the Northerly line of a public street ("S.T.H. 20-83"); Thence North 74°54'15" West and along the said Northerly public street line, 120.12 feet to a point; Thence North 23°54'59" West and along the said Northerly public street line, 70.81 feet to a point in the said East line of said public street ("Buena Park Road"); Thence North 00°09'57" East and along the said East public street line, 184.50 feet to the point of beginning of this description.

And also all that part of Parcels 1 and 3 of said Certified Survey Map, bounded and described as follows:

Commencing at the Northwest corner of said Parcel 1; Thence South 00°09'57" West and along the West line of said Parcel 1 and the East line of a public street ("Buena Park Road"), 511.54 feet to a point; Thence South 88°49'03" East and along the South line of said Parcel 1, 158.11 feet to the place of beginning of lands hereinafter described;

Thence South 56°37'02" East and along the said South line of said Parcel 1, 13.05 feet to a point; Thence North 36°16'13" East, 144.27 feet to a point in the Northerly line of a private street ("Spyglass Hill"); Thence South 53°20'32" East and along the Northerly private street line, 112.37 feet to a point of curvature; Thence Southeasterly 70.91 feet along the said Northerly private street line and the arc of a curve, whose center lies to the Northeast, whose radius is 89.00 feet, whose central angle is 45°38'52", and whose chord bears South 76°09'58" East, 69.05 feet to a point in the Southerly line of a public street ("Augusta"); Thence Southeasterly 158.09 feet along the Southerly public street line and the arc of a curve, whose center lies to the Northeast, whose radius is 158.00 feet, whose central angle is 57°19'42", and whose chord bears South 48°45'21" East, 151.58 feet to a point of tangency; Thence South 77°25'12" East and along the said Southerly public street line, 221.21 feet to a point of curvature; Thence Southeasterly 74.68 feet along the said Southerly public street line and the arc of a curve, whose center lies to the Southwest, whose radius is 112.00 feet, whose central angle is 38°12'21", and whose chord bears South 58°19'01" East, 73.31 feet to a point in the Westerly line of said public street ("Augusta"); Thence Southwesterly 233.02 feet along the said Westerly public street line and the arc of a curve, whose center lies to the Southeast, whose radius is 393.00 feet, whose central angle is 33°58'20", and whose chord bears South 32°52'03" West, 229.62 feet to a point of tangency; thence South 15°52'53" West and along the said Westerly public street line, 42.54 feet to a point in the Northerly line of a public street ("S.T.H. 20-83"); Thence Northwesterly 17.98 feet along the Northerly public street line and the arc of a curve, whose center lies to the Southwest, whose radius is 1198.16 feet, whose central angle is 00° 51'36", and whose chord bears North 77°20'12" West, 17.98 feet to a point; Thence North 77°46'00" West and along the said Northerly public street line, 392.26 feet to a point; Thence North 09°40'02" East, 70.98 feet to a point, Thence North 52°30'47" East, 124.97 feet to a point in the Southerly line of a private street ("Prestwick Drive"); Thence North 60°32'45" West and along the said Southerly private street line, 252.52 feet to a point; Thence North 00°23'57" East and along the West line of said Parcel 3, 37.60 feet to the point of beginning of this description.

SURVEYOR'S CERTIFICATE:

I, MICHAEL J. LOSIK, do hereby certify that I have surveyed the above described property and this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements constructed or to be constructed upon the property.

This Condominium Plat is a correct representation of the Prestwick Condominium, and the identification and location of each unit and the common elements of the Condominium can be determined from this Plat. The common elements are defined to be all of the condominium property except the individual units described in the Plat and the Declaration.

The survey makes no certification as to the accuracy of the interior line dimensions set forth on the diagrammatic floor plans of condominium buildings and units contained herein.

Dated this 9th day of September, 2002.

WISCONSIN
MICHAEL J. LOSIK S-1065 BROOKFIELD, WI
LAND SURVEYOR

Michael J. Losik, L.S., P.E.
Registered Land Surveyor S-1065

104/98120-01/550CP13

THIS EXHIBIT WAS DRAFTED BY MICHAEL J. LOSIK, P.E., L.S. (MICHAEL J. LOSIK & ASSOC., INC., BROOKFIELD WISCONSIN)

2911000

CONDOMINIUM PLAT
OF

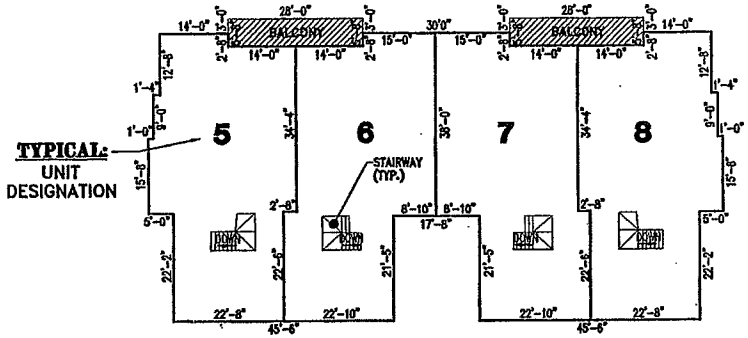
PRESTWICK CONDOMINIUM

VILLAGE OF WATERFORD
RACINE COUNTY, WISCONSIN
(Residential Condominium)

SECOND FLOOR DETAIL SHEET

BUILDING 1

Scale 1" = 20 ft



INDICATES LIMITED COMMON ELEMENTS

Losik & associates

Michael J. Losik & Assoc., Inc.
3815 N. Brookfield Rd. Ste. 201
Brookfield, WI 53045

(262) 790-1480
FAX 790-1481

WISCONSIN
MICHAEL J. LOSIK S-1065 BROOKFIELD, WI
LAND SURVEYOR

104/88120-01/550CP13

THIS EXHIBIT WAS DRAFTED BY MICHAEL J. LOSIK, P.E., L.S. (MICHAEL J. LOSIK & ASSOC., INC., BROOKFIELD WISCONSIN)

C711000

CONDOMINIUM PLAT
OF

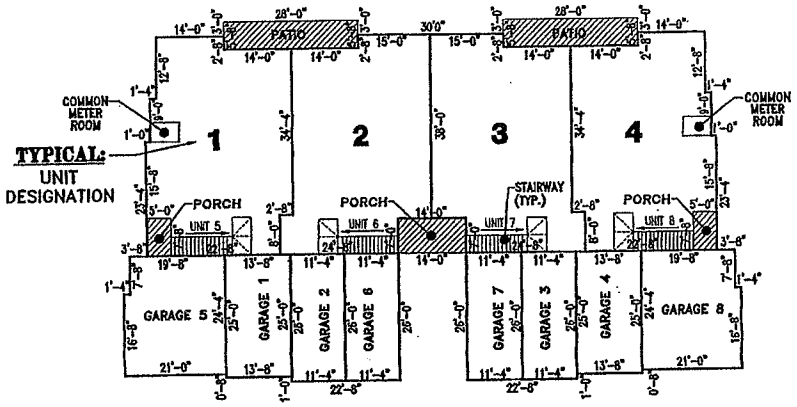
PRESTWICK CONDOMINIUM

VILLAGE OF WATERFORD
RACINE COUNTY, WISCONSIN
(Residential Condominium)

FIRST FLOOR DETAIL SHEET

BUILDING 1

Scale 1" = 20 ft



INDICATES LIMITED COMMON ELEMENTS

Michael J. Losik & Assoc., Inc.
3815 N. Brookfield Rd. Ste. 201
Brookfield, WI 53045

(262) 790-1480
FAX 790-1481

WISCONSIN
MICHAEL J. LOSIK
S-1085
BROOKFIELD, WI
LAND SURVEYOR

104/8812D-01/5500P13

THIS EXHIBIT WAS DRAFTED BY MICHAEL J. LOSIK, P.E., L.S. (MICHAEL J. LOSIK & ASSOC., INC., BROOKFIELD WISCONSIN)

9911000

FROM	
PART OF	191-04-19-26-330-040
TO	BLDG 1
UNIT 1	191-04-19-26-335-610
UNIT 2	191-04-19-26-335-620
UNIT 3	191-04-19-26-335-630
UNIT 4	191-04-19-26-335-640
UNIT 5	191-04-19-26-335-650
UNIT 6	191-04-19-26-335-660
UNIT 7	191-04-19-26-335-670
UNIT 8	191-04-19-26-335-680

0001165