

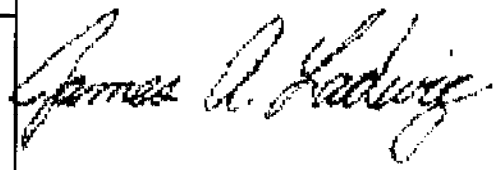
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**DECLARATION OF  
CONDOMINIUM**

DOC # 2130017  
Recorded  
APR. 30, 2007 AT 05:22PM

Document Number

Title of Document



Prairie Pathways Condominium  
Village of Caledonia, Racine County, Wisconsin

**Tax Parcel Identification Numbers:**

- Unit 5: 104-04-22-33-313-405
- Unit 6: 104-04-22-33-313-406
- Unit 7: 104-04-22-33-313-407
- Unit 8: 104-04-22-33-313-408

From: 104-04-22-33-313-100

- Unit 9: 104-04-22-33-313-409
- Unit 10: 104-04-22-33-313-410
- Unit 11: 104-04-22-33-313-411
- Unit 12: 104-04-22-33-313-412

From: 104-04-22-33-313-121

JAMES A LADWIG  
RACINE COUNTY  
REGISTER OF DEEDS

Fee Amount: \$71.00



Record this document with the Register of Deeds

Name and Return Address:  
Attorney John U. Schneider  
1254 West Boulevard  
Racine, Wisconsin 53405

69

(Parcel Identification Number)

DECLARATION OF CONDOMINIUM  
FOR  
PRAIRIE PATHWAYS CONDOMINIUM

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

1. DESCRIPTION OF LAND

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

2. DEFINITIONS

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

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

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

C. "Declarant" shall mean Newbrook Homes, Inc., its successors and assigns.

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

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

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

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

### 3. DESCRIPTION OF IMPROVEMENTS

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

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

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

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

#### 4. DESCRIPTION OF UNITS

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

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

(1) Horizontal Boundaries:

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

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

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

(2) Vertical Boundaries:

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

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

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

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

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

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

5. DESCRIPTION OF COMMON ELEMENTS

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

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

6. DESCRIPTION OF THE LIMITED COMMON ELEMENTS

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

7. UNIT VALUE: COMMON ELEMENT OWNERSHIP AND VOTING

Each Unit and its owner shall have a 1/8 undivided interest in common with all other Units and Unit owners in the common and limited common elements, and shall have one vote in matters relating to the Association. The Declarant recognizes that there are variances in the Units which relate to value; however, after careful consideration of the factors relevant to maintenance, replacement and value, the Declarant believes that the foregoing formula of ownership and voting is fair and equitable as well as the most efficient for purpose of administration.

## 8. USE OF UNITS

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

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

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

## 9. SERVICE OF PROCESS

The resident agent for the Condominium shall be Newbrook Homes, Inc., a Wisconsin business corporation. Service of process shall be made upon the Declarant at 6949 Mariner Drive, Racine, Wisconsin 53406 as to matters provided for in the Act until all Units have been sold, conveyed and paid for or until the first meeting of the Unit owners, at which time the Association may designate a successor by vote of a simple majority of a quorum present at any meeting of the Association.

## 10. DAMAGE OR DESTRUCTION

In the event the Condominium is destroyed or damaged in an amount in excess of \$10,000.00 and insurance proceeds together with an amount not exceeding \$10,000.00 are insufficient to complete repair and construction, action by the Association by a vote of a majority of Unit Owners, as defined in the Bylaws, taken within 90 days after the damage or

destruction, shall be necessary to determine to repair or reconstruct the Condominium as more fully described in Section 3, Article 5 of the Bylaws. Damage or destruction to a lesser extent, and to a greater extent if insurance proceeds (together with an amount not exceeding \$10,000.00) are sufficient to complete repair and reconstruction, shall be repaired and reconstructed pursuant to arrangement by the Board of Directors of the Association ("Board of Directors") as provided in that section of the Bylaws.

## 11. AMENDMENT OF DECLARATION

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

B. This Declaration may also be amended by the Declarant alone to change or alter the percentage of ownership in the common or limited common elements where the Declarant alters the percentage in accordance with this Section 11(B). Declarant owns or intends to acquire certain land (the "Expansion Area") which is located as set forth in **Exhibit C** and described as set forth in **Exhibit D**, both of which exhibits are attached to this Declaration. Declarant has or will construct four residential buildings, containing a total of eight Units, on the lands described in **Exhibit B** attached to the Declaration ("Phase One"). Declarant presently intends to construct six additional residential buildings, each containing two Units, upon the lands included in the expansion area in one or more stages with a maximum of twelve additional residential Units. The general design of the buildings shall be substantially similar to those included in this Declaration. The buildings shall be located upon the expansion area generally as shown on the plat attached to this Declaration as **Exhibit C**. Declarant reserves the right to change the design and location of buildings and Units to be constructed within the expansion area as long as the aggregate number of Units constructed in the expansion area does not exceed twelve and the total number of all Units in the condominium does not exceed twenty. Without making any representation in this Declaration that Declarant or any other person can or will undertake the construction, and notwithstanding the provisions of Section 11(A) of this Declaration, Declarant reserves the absolute and unqualified right for itself and its successors and assigns on behalf of each Unit Owner of the Condominium to amend this Declaration at any time and from time to time within 10 years from the date of this Declaration to add to the Condominium all or any part of the lands included in the expansion area and the units constructed or under construction in the expansion area, if any. In the event of any such addition, each Unit Owner shall have an undivided interest in common with all other Units and Unit Owners in the common and limited common elements equal to the number one (1) divided by the total number of Units in the Condominium after completion of the part of expansion area added to the



Condominium. Declarant may assign in whole or in part, absolutely or for purposes of security, by a written assignment for that purpose, all powers of amendment. The Unit Owners, by acceptance of a condominium deed to a Unit, appoint Declarant and Declarant's successors and assigns as attorney in fact with irrevocable power coupled with an interest to execute and deliver an amendment in accordance with the provisions stated in this Section 11(B).

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

## 12. ADDITIONAL RIGHTS OF LENDERS

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

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

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

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

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

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

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

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

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

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

### 13. PAYMENT OF COMMON EXPENSES

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

#### 14. EASEMENTS / RESTRICTIONS

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

#### 15. SATELLITE DISHES

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

#### 16. MAIL SERVICE

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

#### 17. BASEMENT USE

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

18. VISION CORNERS, EASEMENTS

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

19. CONSERVATION EASEMENT / SUBDIVISION OUTLOT MAINTENANCE

The Condominium is located within Prairie Pathways (the "Subdivision"), a platted subdivision located in the Village of Caledonia, Racine County, Wisconsin. In addition to his Unit and undivided interest in the common elements of the Condominium, each Unit Owner in the Condominium shall own an undivided 1/300th interest in Outlots 1 through 16, excepting therefrom the West 14 feet of Outlot 7 and the West 14 feet of Outlot 9, Prairie Pathways. Owners of Units in the Condominium are also members of the Prairie Pathways Owners Association. The Subdivision includes platted Outlot areas which have been subjected to a conservation easement. The Lots and Outlots in the Subdivision, including the Lots which are part of the Condominium, have been subjected to restrictive covenants and a stewardship plan which control the use and maintenance of the Lots and Outlots. The conservation easement and the restrictive covenants have been recorded in the office of the Register of Deeds for Racine County, Wisconsin. The Outlot areas of the Subdivision will be maintained by the Prairie Pathways Owners Association, and each Unit Owner, as a member of that association, will pay a proportionate share of the cost of the Outlot maintenance and other costs relating to compliance with the conservation easement and stewardship plan.

20. FURTHER MATTERS

A. All present and future Owners of Units, tenants of those Owners and any other occupants of Units, employees of Owners, or any other persons who in any manner use or come upon the Condominium or any part of the Condominium shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation of the Association ("Articles") and the Bylaws and rules and regulations adopted pursuant to those instruments, as those instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any part of any Unit shall constitute an acceptance by the Owner, tenant or occupant of the provisions of those instruments, as they may be amended from time to time. The provisions contained in the instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though the provisions were

recited and fully stipulated in each deed, conveyance or lease. The enforcement may be by such judicial proceedings as the Board of Directors may deem appropriate as well as by provisions of the Act.

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

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

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

**IN WITNESS WHEREOF**, the undersigned has caused the execution of this instrument on this 30<sup>th</sup> day of April, 2007.

**NEWBROOK HOMES, INC.**

By: Raymond C. Leffler  
Raymond C. Leffler President

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 )  
COUNTY OF RACINE )

ss.

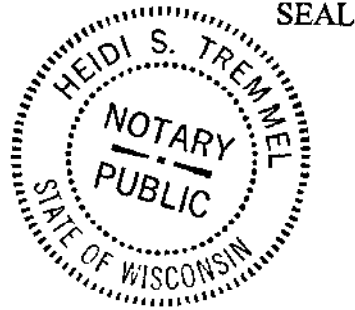
Personally came before me this 30th day of April, 2007, the above named Raymond C. Leffler, to me known to be the person and officer who executed the foregoing instrument and acknowledged the same as an act of the Corporation by its authority.

Heidi S. Tremmel

\* Heidi S. Tremmel

Notary Public - State Of Wisconsin

My commission expires: 3-21-10



Drafted by: John U. Schneider - Attorney at Law (State Bar of Wisconsin No. 1017140)

**EXHIBIT A**

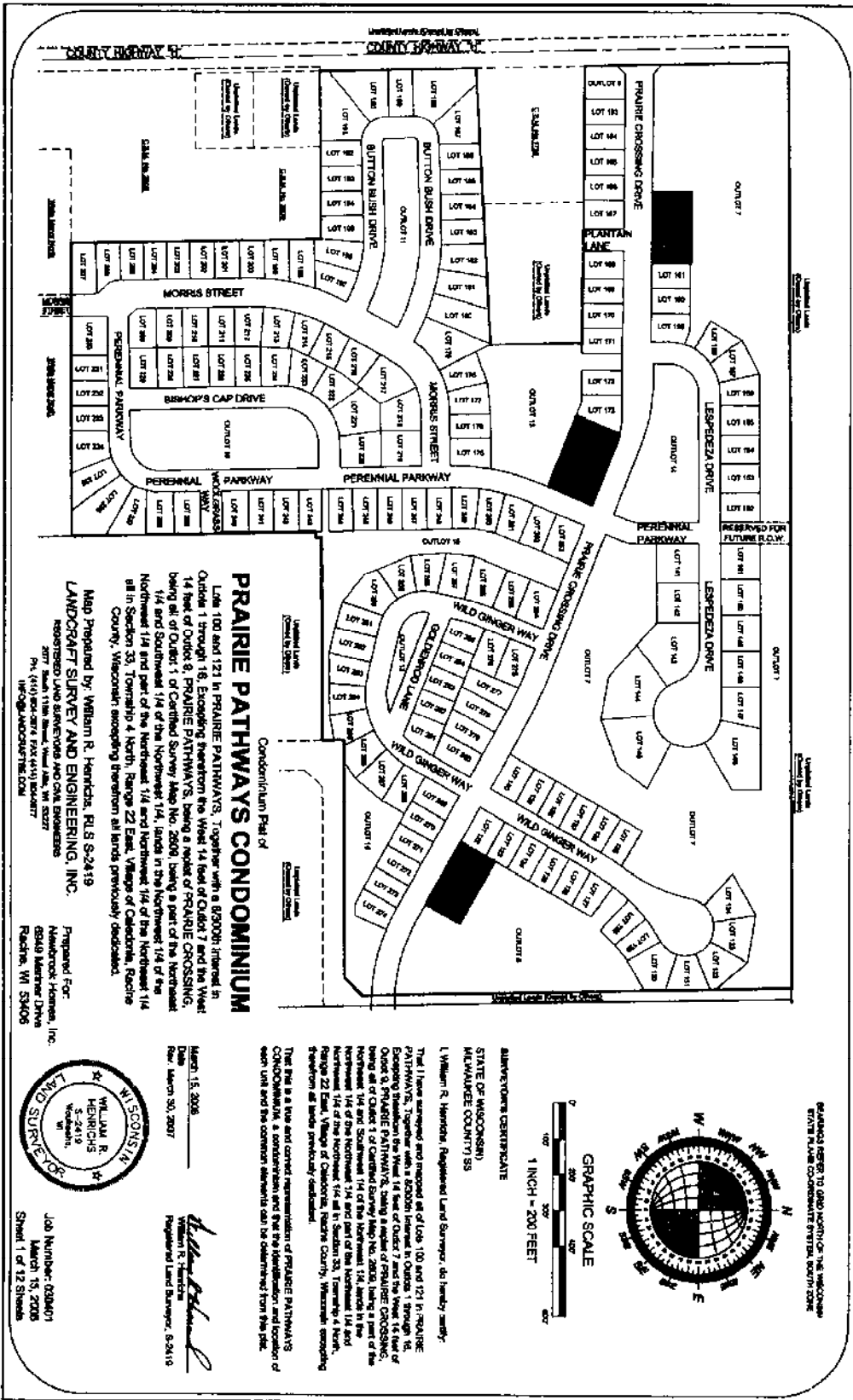
<u>Unit #</u>	<u>Address:</u>
5	9509 Prairie Crossing Drive, Caledonia, Wisconsin 53108
6	9507 Prairie Crossing Drive, Caledonia, Wisconsin 53108
7	9503 Prairie Crossing Drive, Caledonia, Wisconsin 53108
8	9501 Prairie Crossing Drive, Caledonia, Wisconsin 53108
9	9922 Prairie Crossing Drive, Caledonia, Wisconsin 53108
10	9920 Prairie Crossing Drive, Caledonia, Wisconsin 53108
11	9916 Prairie Crossing Drive, Caledonia, Wisconsin 53108
12	9914 Prairie Crossing Drive, Caledonia, Wisconsin 53108

**EXHIBIT B**

**Legal Description:**

Lots 100 and 121 in PRAIRIE PATHWAYS, together with an 8/300th interest in Outlots 1 through 16, excepting therefrom the West 14 feet of Outlot 7 and the West 14 feet of Outlot 9, PRAIRIE PATHWAYS, being a replat of PRAIRIE CROSSING, being all of Outlot 1 of Certified Survey Map No. 2609, being a part of the Northeast 1/4 and Southwest 1/4 of the Northwest 1/4, lands in the Northwest 1/4 of the Northwest 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 all in Section 33, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.





**PRAIRIE PATHWAYS CONDOMINIUM**

Units 100 and 121 in PRAIRIE PATHWAYS, together with a 6/30th interest in Outlot 1 through 18, Excepting therefrom the West 1/4 of Outlot 7 and the West 1/4 of Outlot 8, PRAIRIE PATHWAYS, being a subset of PRAIRIE CROSSING, being all of Outlot 1 of Certified Survey Map No. 2800, being a part of the Northwest 1/4 and Southeast 1/4 of the Northeast 1/4, lands in the Northwest 1/4 of the Northwest 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 all in Section 33, Township 4 North, Range 22 East, Village of Caladonia, Racine County, Wisconsin excepting therefrom all lands previously dedicated.

Map Prepared by William R. Hendrich, RLS S-2419  
 LANDSCAPE SURVEY AND ENGINEERING, INC.  
 207 N. HALL STREET, FAYETTEVILLE, WI 53547  
 PH: 608/837-4411 FAX: 608/837-4412  
 INFO@LANDSCAPE-SE.COM

Prepared For:  
 Alexander-Hansen, Inc.  
 6540 Watkiss Drive  
 Racine, WI 53406



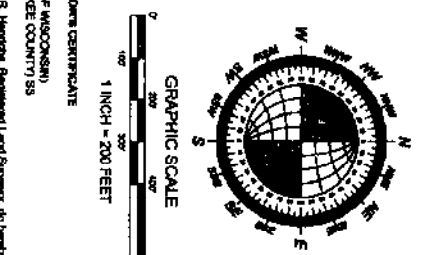
Job Number: 020401  
 March 15, 2005  
 Sheet 1 of 12 Sheets

March 15, 2005  
 Date  
 March 30, 2007  
 Date  
 William R. Hendrich  
 Registered Land Surveyor, S-2419

THIS PLAN IS A TRUE AND CORRECT REPRESENTATION OF PRAIRIE PATHWAYS CONDOMINIUM, a subdivision and the location and location of each unit and the common elements can be obtained from the plat.

STATE OF WISCONSIN  
 MICHAEL J. COUGHLIN  
 Notary Public

I, William R. Hendrich, Registered Land Surveyor, do hereby certify:  
 That I have surveyed and mapped all of Lots 100 and 121 in PRAIRIE PATHWAYS, together with a 6/30th interest in Outlots 1 through 18, Excepting therefrom the West 1/4 of Outlot 7 and the West 1/4 of Outlot 8, PRAIRIE PATHWAYS, being a subset of PRAIRIE CROSSING, being all of Outlot 1 of Certified Survey Map No. 2800, being a part of the Northwest 1/4 and Southeast 1/4 of the Northeast 1/4, lands in the Northwest 1/4 of the Northwest 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 all in Section 33, Township 4 North, Range 22 East, Village of Caladonia, Racine County, Wisconsin excepting therefrom all lands previously dedicated.



BOUNDARIES REFER TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, BOUNDARY CORRECTION



# PRAIRIE PATHWAYS CONDOMINIUM

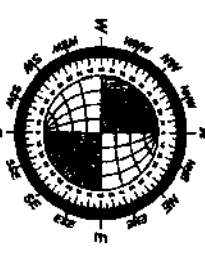
Condominium Part of

Jobs 100 and 121 in PRAIRIE PATHWAYS. Together with a 9500th Street in Outlots 1 through 18, Escalping thereon the West 1/4 of Outlot 7 and the West 1/4 of Outlot 9, PRAIRIE PATHWAYS, being a part of PRAIRIE CROSSING, being all of Outlot 1 of Certified Survey Map No. 2009, being a part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4, lands in the Northwest 1/4 of the Northwest 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 all in Section 33, Township 4 North, Range 22 East, Village of Colleton, Racine County, Wisconsin excepting therefrom all lands previously dedicated.

**NOTES:**

1. Some listed common elements are indicated by cross-hatching (see legend). Those listed common elements described below along with other listed common elements which could not be graphically shown in a suitable manner on sheets 3-7 of 12 sheets of the typical floor plans (sheets 8-11 of 12 sheets).
2. All dimensions and angular dimensions, per building plan, and must be indicated for interior dimensions.
3. Dimensions may vary due to construction imprecision used.

MEASURES REFER TO GRID NORTH OF THE WISCONSIN STATE PLANE CO-ORDINATE SYSTEM SOLUTION.

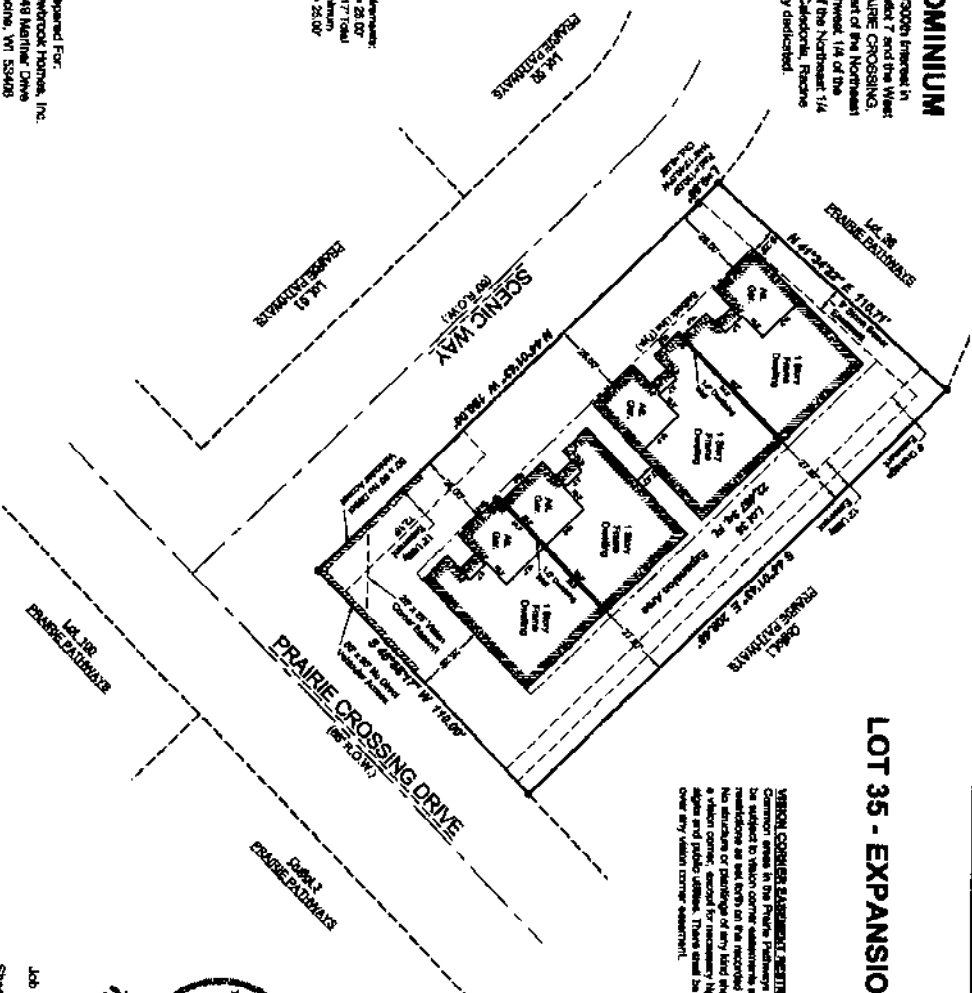


GRAPHIC SCALE  
1 INCH = 30 FEET

Map Prepared by: William R. Hendrick, R.S. S-2418  
LANDCRAFT SURVEY AND ENGINEERING, INC.  
10000 W. WISCONSIN AVENUE, SUITE 200  
MILWAUKEE, WI 53227  
PH: (414) 564-6611 FAX: (414) 564-6777  
WWW.LANDCRAFTSURVEY.COM

Prepared For:  
Newbrook Homes, Inc.  
8949 Mariner Drive  
Racine, WI 53408

Subject Requirements:  
Front Yard = 25.00'  
Rear Yard = 17.75'  
Side Yard = 25.00'



## LOT 35 - EXPANSION AREA

**VEHICLE CORNER EASEMENT RESTRICTION:**  
Common areas in the Prairie Pathways Condominiums and are subject to vehicle easements and no access shall be provided to any portion of the common areas. The structure or installation of any kind shall be prohibited within a vehicle corner, except for necessary highway and traffic signs and public utilities. There shall be no vehicular access over any vehicle corner easement.



March 15, 2008  
Job Number: 080401  
March 16, 2008  
Sheet 3 of 12 Sheets

# PRAIRIE PATHWAYS CONDOMINIUM

Condominium Part of

Lots 100 and 121 in PRAIRIE PATHWAYS. Together with a 6200sq ft Parcel 1 through 18. Enclosed therefrom the West 1/4 Section 7 and the West 1/4 Section 8, PRAIRIE PATHWAYS, being part of PRAIRIE CROSSING, being all of Object 1 of Certified Survey Map No. 2008, being a part of the Northwest 1/4 and Southwest 1/4 of the Northwest 1/4, and the Northwest 1/4 of the Northwest 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 all in Section 33, Township 4 North, Range 22 East, Village of Candlish, Racine County, Wisconsin excepting therefrom all lands previously dedicated.

### NOTES:

1. Some limited common elements are indicated by cross-hatching (see legend). Those limited common elements are described below along with other limited common elements on sheets 3, 7 of 12. The remaining limited common elements are on sheets 3, 7 of 12. Areas of the typical floor plan (see sheets 8-11 of 12 sheets).

2. The driveway, patio, porch, stoop, and/or entrance adjacent and/or contiguous to that unit are intended to service that unit.

3. All dimensions are subject to adjustment per building plan, and must be applied for interior dimensions.

3. Dimensions may vary due to construction methods used.

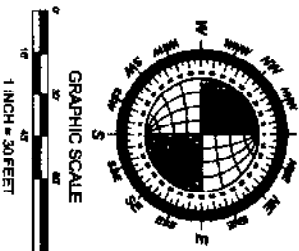
CONVEYED SUBJECT TO GRANT NORTH OF THE WISCONSIN STATE PUBLIC CONDITIONS & SPECIAL SURVIVORSHIP

Prepared For:  
Newbrook Homes, Inc.  
6840 Marlow Drive  
Racine, WI 53408

Contract Requirements:  
Front Yard = 25.00'  
Side Yard = 17.00'  
Rear Yard = 25.00'

### LEGEND:

- Limited common element for Unit 5
- Limited common element for Unit 6
- Limited common element for Unit 7
- Limited common element for Unit 8
- Limited common element for Unit 9
- Limited common element for Unit 10
- Limited common element for Unit 11
- Limited common element for Unit 12

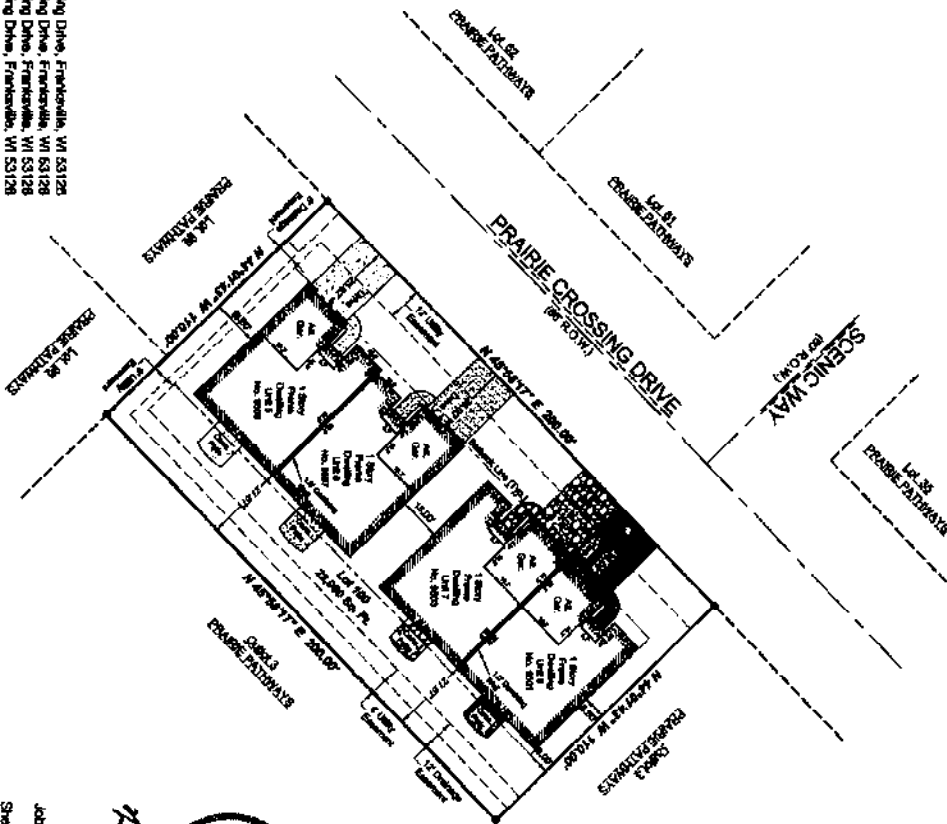
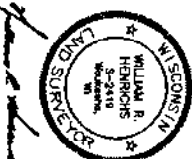


Map Prepared by: William R. Henrichs, R.L.S. S-2419  
LANDCRAFT SURVEY AND ENGINEERING, INC.  
REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
2077 South 118th Street, West Allis, WI 53227  
PH: (414) 254-0074 FAX: (414) 254-0077  
INFO@LANDCRAFTINC.COM

Address:  
Unit 5 - 9508 Prairie Crossing Drive, Fond du Lac, WI 53126  
Unit 6 - 9507 Prairie Crossing Drive, Fond du Lac, WI 53126  
Unit 7 - 9503 Prairie Crossing Drive, Fond du Lac, WI 53126  
Unit 8 - 9501 Prairie Crossing Drive, Fond du Lac, WI 53126

Job Number: 030401  
March 15, 2008  
Sheet 4 of 12 Sheets

March 16, 2008  
Per: Robert E. 2007



# PRAIRIE PATHWAYS CONDOMINIUM

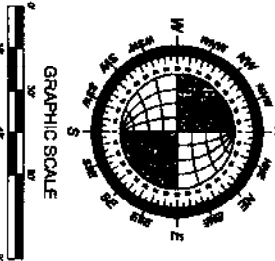
Condominium Plan of

Lots 100 and 121 in PRAIRIE PATHWAYS. Together with a portion located in Ordway 1 through 18. Excepting therefrom the West 1/4 of Ordway 7 and the West 1/4 of Ordway 8, PRAIRIE PATHWAYS, being a part of PRAIRIE CROSSINGS, being all of Ordway 1 of Cardinal Survey, Map No. 2008, being a part of the Northwest 1/4 and Southeast 1/4 of the Northwest 1/4, lands in the Northwest 1/4 of the Northwest 1/4 and part of the Northwest 1/4 and Northwest 1/4 of the Northwest 1/4 all in Section 33, Township 4 North, Range 22 East, Village of Caladonia, Racine County, Wisconsin excepting therefrom all lands previously dedicated.

**NOTES:**

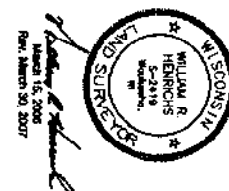
1. Some limited common elements are indicated by common boundary line segments. Those limited common elements are shown by dashed lines and are shown in red on the plan. The common elements are shown by solid lines and are shown in black on the plan. The common elements are shown by solid lines and are shown in black on the plan.
2. All dimensions are exterior dimensions, per building plan, and must be adjusted for interior dimensions.
3. Dimensions may vary due to construction materials used.

REVISIONS TO ORDWAY 1 OF THE WESTERN CROSSINGS CONDOMINIUM PLAN NO. 2001/02



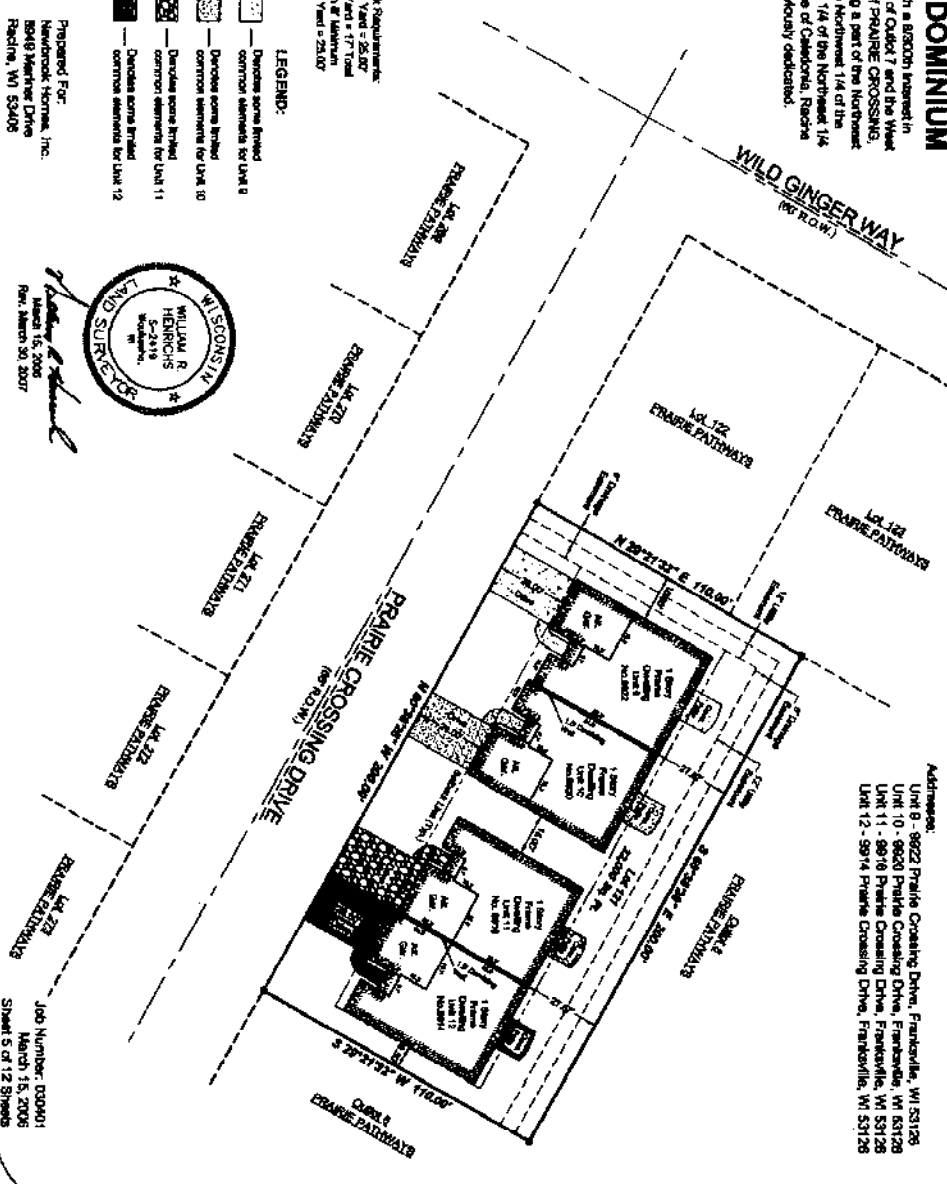
Map Prepared by: William R. Hendrich, R.L.S. 52419  
**LANDCRAFT SURVEY AND ENGINEERING, INC.**  
 REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
 207 South Van Sledright, Wausau, WI 54987  
 Tel: (715) 795-7400 Fax: (715) 795-7407  
 WRE@LANDCRAFTSURVEY.COM

Prepared For:  
 Newbrook Homes, Inc.  
 8040 Kleber Drive  
 Racine, WI 53406



Job Number: 030401  
 March 15, 2006  
 Sheet 5 of 12 Sheets

- LEGEND:**
- Dashed lines show limited common elements for Unit 8
  - Dotted lines show limited common elements for Unit 10
  - Dashed lines show limited common elements for Unit 11
  - Dotted lines show limited common elements for Unit 12
- General Specifications:  
 Floor Yield = 25.00  
 Stair Yield = 17.00  
 Walk & Lobby Yield = 25.00



Address:  
 Unit 8 - 8622 Prairie Crossing Drive, Franksville, WI 53126  
 Unit 10 - 8620 Prairie Crossing Drive, Franksville, WI 53126  
 Unit 11 - 8916 Prairie Crossing Drive, Franksville, WI 53126  
 Unit 12 - 8914 Prairie Crossing Drive, Franksville, WI 53126

Condominium Plan of  
**PRAIRIE PATHWAYS CONDOMINIUM**

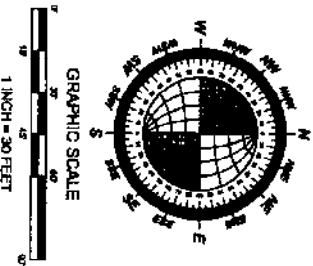
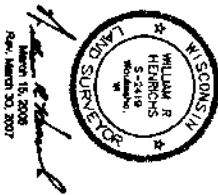
Lots 160 and 121 in PRAIRIE PATHWAYS. Together with a 6000th Interest in  
 Outside 1 through 16. Excepting therefrom the West 1/4 part of Quarter 7 and the West  
 1/4 part of Quarter 8, PRAIRIE PATHWAYS, being a part of PRAIRIE CROSSING,  
 being all of Quarter 1 of Certified Survey Map No. 2809, being a part of the Northeast  
 1/4 and Southeast 1/4 of the Northwest 1/4, and the Northeast 1/4 of the  
 Northwest 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4  
 all in Section 25, Township 4 North, Range 22 East, Village of Cassopolis, Racine  
 County, Wisconsin excepting therefrom all lands previously deeded.

**NOTES:**

1. Some limited common elements are indicated by cross hatching. The owner of the unit shall maintain, repair, replace, and clean the limited common elements and shall be responsible for the cost thereof. The owner shall not be held liable for any damage to the limited common elements which could not be practically shown in a reasonable manner on sheets 3-7 of 12 sheets of the typical floor plans (sheets 8-11 of 12 sheets).
2. The driveway, patio, porch, stoop, and/or sidewalk adjacent to the unit shall be maintained by the owner of the unit. All dimensions are exterior dimensions, per building plan, and must be obtained for finish dimensions.
3. Dimensions may vary due to construction materials used.

RESIGNED SURVEY TO THE NORTH OF THE WISCONSIN  
 STATE PLANE COORDINATE SYSTEM, EARTH 2011 ZONE

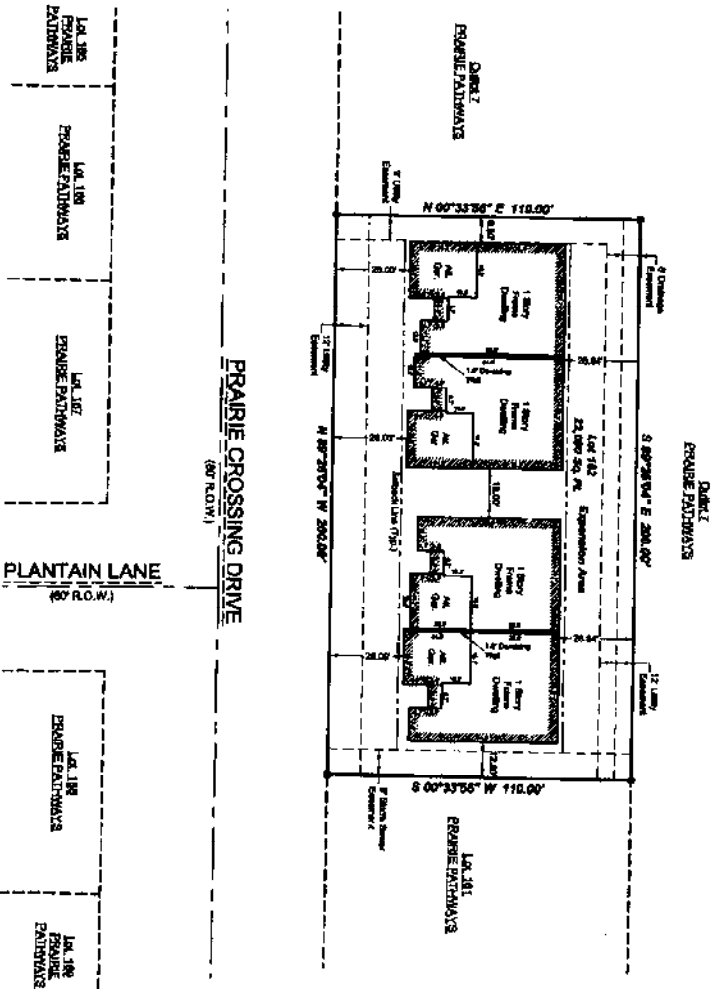
Survey Requirements:  
 From Year 1 to 2007  
 Scale: NAD 83  
 With F. M. 17.11  
 Meter Tied to 20.07



Map Prepared by: William R. Henschke, RLS S-2410  
**LANDCRAFT SURVEY AND ENGINEERING, INC.**  
 REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
 2077 Main Street, Racine, WI 53405  
 PH: (608) 785-4400  
 FAX: (608) 785-4401  
 WWW.LANDCRAFTSURV.COM

Prepared For:  
 Henshok Homes, Inc.  
 8048 Mariner Drive  
 Racine, WI 53406

**LOT 162 - EXPANSION AREA**



Job Number: 030401  
 March 15, 2006  
 Sheet 6 of 12 Sheets

# PRAIRIE PATHWAYS CONDOMINIUM

Condominium Plan of

Lots 100 and 121 in PRAIRIE PATHWAYS. Together with a 6,900<sup>sq</sup> ft. parcel in Outlots 1 through 16, Excepting therefrom the West 1/4 of Outlot 7 and the West 1/4 of Outlot 9, PRAIRIE PATHWAYS, being a portion of PRAIRIE CROSSING, being all of Outlot 1 of Certified Survey Map No. 2598, being a part of the Northeast 1/4 and Southwest 1/4 of the Northeast 1/4, lands in the Northeast 1/4 of the Northwest 1/4 and part of the Northeast 1/4 and Northwest 1/4 all in Section 33, Township 4 North, Range 22 East, Village of Caladonia, Adams County, Wisconsin excepting therefrom all lands previously dedicated.

## NOTES:

1. Some limited common elements are indicated by circles (see legend). These limited common elements are described below along with other limited common elements which shall not be privately owned or used (see items 2 and 3 of the Special Use Provisions (Items 5-11 of 12 sheets)).
2. All dimensions are decimal equivalents, per building plan, and shall be adjusted for proper dimensions.
3. Dimensions may vary due to construction materials used.

RECORDS AGENT TO SEND NOTICE OF THE WISCONSIN STATE PLANS COORDINATE SYSTEM SOUTH ZONE.

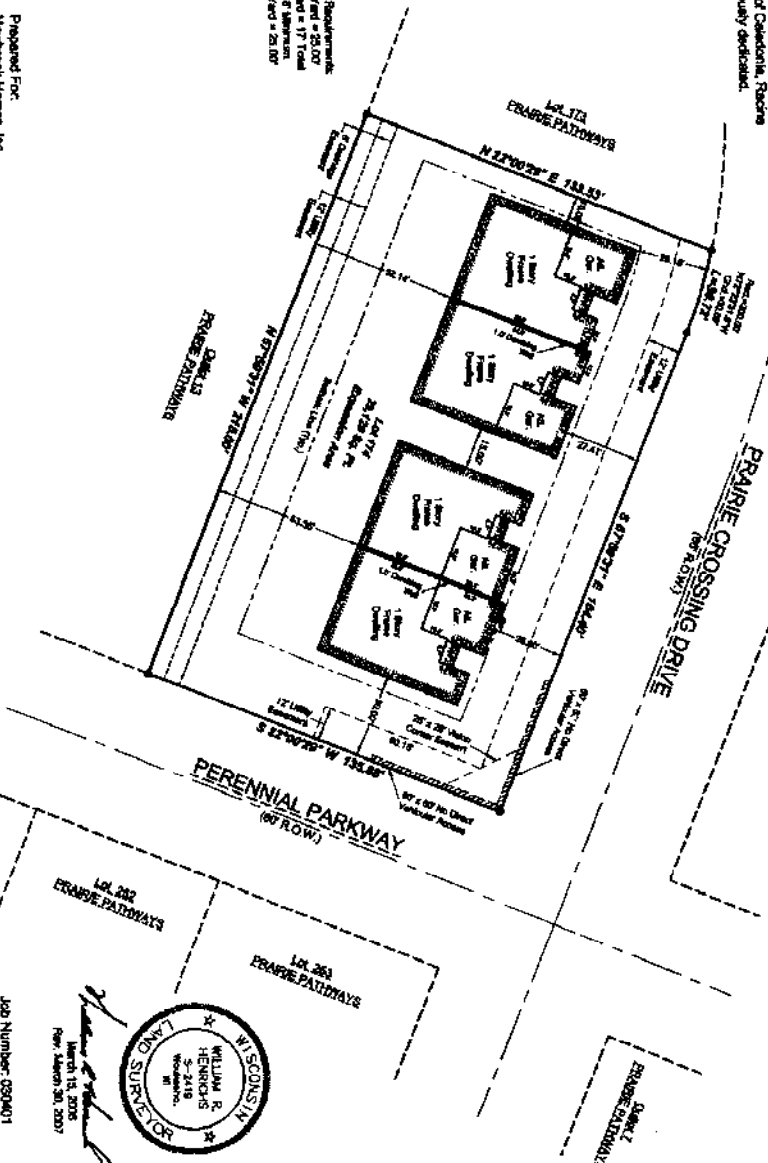


GRAPHIC SCALE  
1 INCH = 30 FEET

Map Prepared by: William R. Hendrick, RLS S-2419  
LANDCRAFT SURVEY AND ENGINEERING, INC.  
REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
2077 South 110th Street, West Allis, WI 53227  
PH: (414) 804-6991 FAX: (414) 804-6977  
WWW.LANDCRAFTINC.COM

Prepared For:  
Newbrook Homes, Inc.  
5918 Meador Drive  
Racine, WI 53406

Subject Requirements:  
Total Area = 2,100  
Sewer Area = 17' Total  
Water Area = 25' 00"  
Total Area = 25' 00"



## LOT 174 - EXPANSION AREA

**VEHICLE CONTROL MANAGEMENT RESTRICTIONS:**  
Common areas in the Prairie Pathways Condominiums and subject to vehicle control restrictions and no access to vehicle control areas. The vehicle control areas shall be subject to vehicle control restrictions and no access to vehicle control areas. The vehicle control areas shall be subject to vehicle control restrictions and no access to vehicle control areas. There shall be no vehicle access over any other common element.

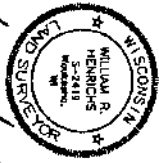


Job Number: 039001  
March 15, 2006  
Sheet 7 of 12 Sheets

# PRAIRIE PATHWAYS CONDOMINIUM

Condominium Part of

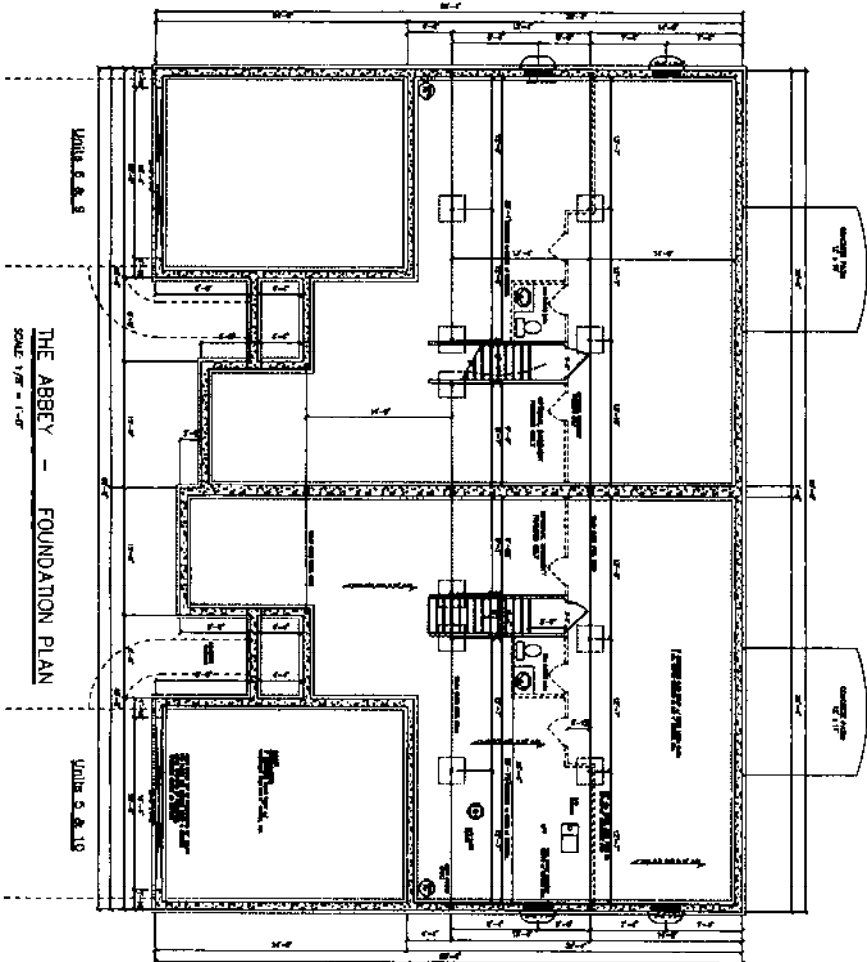
Lots 100 and 121 in PRAIRIE PATHWAYS, Together with a 9200<sup>th</sup> Interest in  
 Outlots 1 through 16, Excepting therefrom the West 1/4 hereof of Outlot 7 and the West  
 1/4 hereof of Outlot 9, PRAIRIE PATHWAYS, being a part of PRAIRIE CROSSING,  
 being all of Outlot 1 of Certified Survey Map No. 2005, being a part of the Northeast  
 1/4 and Southwest 1/4 of the Northeast 1/4, lands in the Northwest 1/4 of the  
 Northwest 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4  
 all in Section 33, Township 4 North, Range 22 East, Village of Caladonia, Racine  
 County, Wisconsin excepting therefrom all lands previously indicated.



*W. R. Henrichs*  
 March 15, 2006  
 Rev. March 30, 2007

Prepared for:  
 Newbrook Homes, Inc.  
 6940 Meiner Drive  
 Racine, WI 53408

Map Prepared by: William R. Henrichs, RLS S-2418  
 LANDCRAFT SURVEY AND ENGINEERING, INC.  
 REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
 5077 South 118th Street, West Allis, WI 53227  
 PH: (414) 250-0271 FAX: (414) 250-0277  
 WES@LANDCRAFT-ES.COM



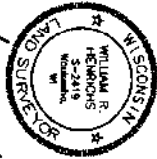
Job Number: 093401  
 March 15, 2006  
 Sheet 8 of 12 Sheets



# PRAIRIE PATHWAYS CONDOMINIUM

Condominium Part of

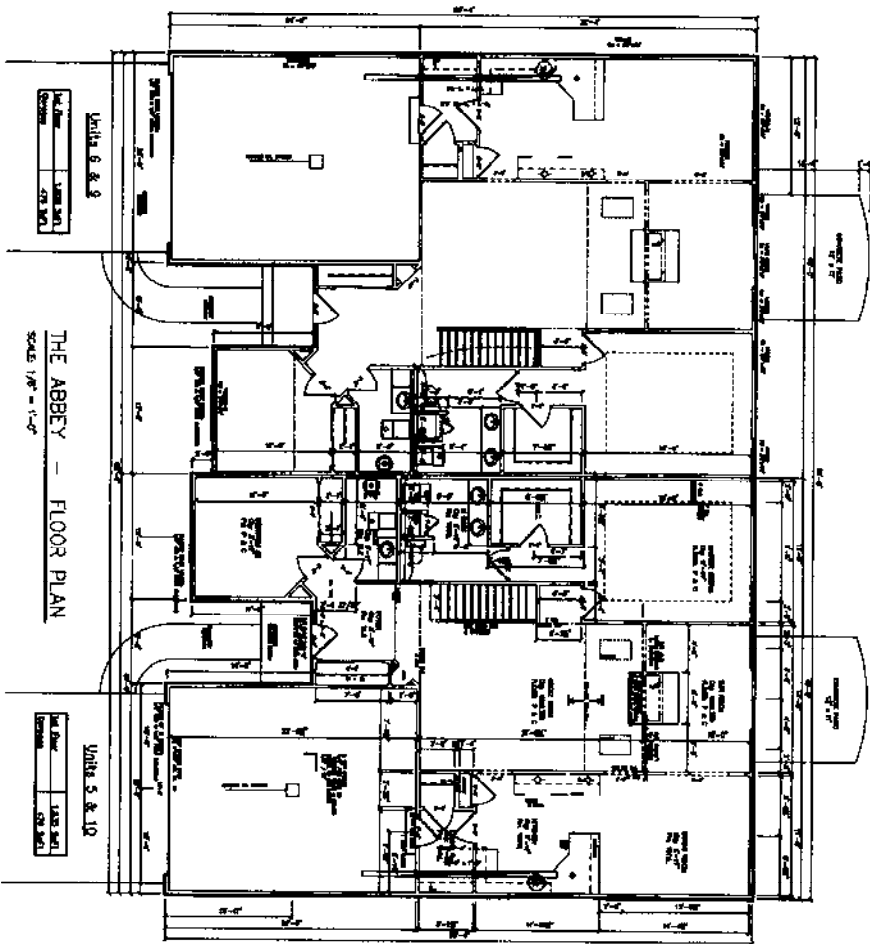
Lots 100 and 121 in PRAIRIE PATHWAYS, Together with a 6800th Interest in Outlots 1 through 16, Eschewing thereupon the West 1/4 East of Chain 7 and the West 1/4 East of Chain 8, of Prairie Pathways, being a part of Prairie Crossings, being all of Outlot 1 of Certified Survey Map No. 2808, being a part of the Northwest 1/4 and Southwest 1/4 of the Northwest 1/4, lands in the Northwest 1/4 of the Northwest 1/4 and part of the Northwest 1/4 and Northwest 1/4 of the Northwest 1/4 all in Section 33, Township 4 North, Range 22 East, Village of Caladonia, Racine County, Wisconsin excepting therefrom all lands previously dedicated.



*William R. Henrichs*  
 March 16, 2007  
 Rev. March 30, 2007

Prepared For:  
 Newrock Homes, Inc.  
 6949 Ardmore Drive  
 Racine, WI 53406

Map Prepared by: William R. Henrichs, RLS S-2419  
**LANDCRAFT SURVEY AND ENGINEERING, INC.**  
 REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
 2077 South 118th Street, Wauwatosa, WI 53227  
 PH: (414) 863-8741 FAX: (414) 863-2877  
 WWW.LANDCRAFTINC.COM



THE ABBEY — FLOOR PLAN  
 SCALE 1/8" = 1'-0"

Job Number: 0833401  
 March 16, 2006  
 Sheet 3 of 12 Sheets

# Condorminium Part of PRAIRIE PATHWAYS CONDOMINIUM

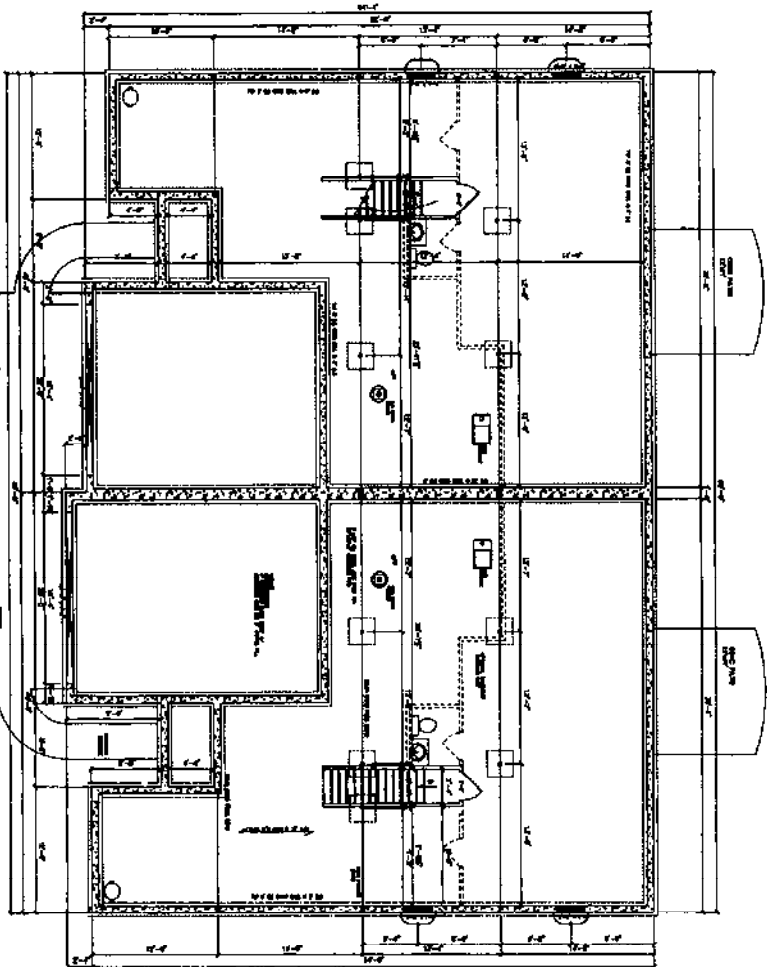
Lots 100 and 121 in PRAIRIE PATHWAYS. Together with a 60,000 sq. ft. parcel in Outlots 1 through 18, Excepting therefrom the West 1/4 East of Outlot 7 and the West 1/4 East of Outlot 9, PRAIRIE PATHWAYS, being a map of PRAIRIE CROSSING, being all of Outlot 1 of Certified Survey Map No. 2809, being a part of the Northeast 1/4 and Southwest 1/4 of the Northwest 1/4, lands in the Northwest 1/4 and Northeast 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northwest 1/4, all in Section 33, Township 4 North, Range 22 East, Village of Caladonia, Racine County, Wisconsin, excepting therefrom all lands previously dedicated.



March 15, 2008  
Racine, Wisconsin

Prepared For:  
Newbrook Homes, Inc.  
5949 Mariner Drive  
Racine, WI 53405

Map Prepared by: William R. Herndis, R.L.S.-2419  
LANDCRAFT SURVEY AND ENGINEERING, INC.  
10000 Wisconsin Ave., Suite 100, Racine, WI 53405  
Tel: (414) 944-0274 Fax: (414) 944-0277  
www.landcraftinc.com



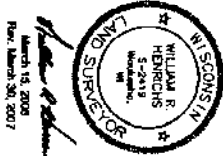
THE BAYHILL CONDOMINIUM: FOUNDATION PLAN

SCALE 1/8" = 1'-0"

Job Number: 100401  
March 15, 2008  
Sheet 10 of 12 Sheets

Condominium Part of  
**PRAIRIE PATHWAYS CONDOMINIUM**

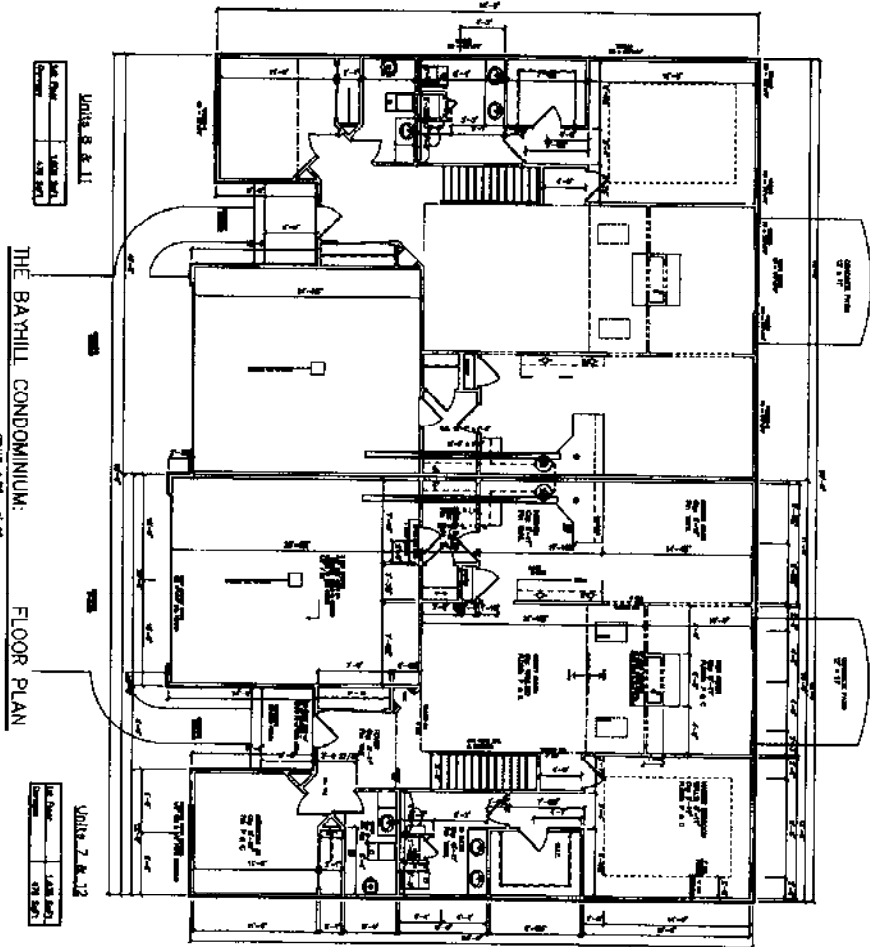
Lots 100 and 121 in PRAIRIE PATHWAYS. Together with a 6900sq. ft. parcel in  
 Outside 1 through 16. Excepting therefrom the West 1/4 of OAKBLOT 7 and the West  
 1/4 of OAKBLOT 8, PRAIRIE PATHWAYS, being a part of PRAIRIE CROSSING,  
 being all of OAKBLOT 1 of Central Survey Map No. 2585, being a part of the Northwest  
 1/4 and Southwest 1/4 of the Northeast 1/4, lands in the Northwest 1/4 of the  
 Northeast 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4  
 of Section 33, Township 4 North, Range 22 East, Village of Cascade, Racine  
 County, Wisconsin excepting therefrom all lands previously disclosed.



March 15, 2006  
 Rev. March 30, 2007

Prepared For:  
 Newbrook Homes, Inc.  
 6849 Hamber Drive  
 Racine, WI 53408

Map Prepared by: William R. Henrichs, R.L.S. 5-2419  
**LANDCRAFT SURVEY AND ENGINEERING, INC.**  
 REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
 2277 South 118th Street, West Allis, WI 53227  
 Tel: (414) 962-9797 Fax: (414) 962-4877  
 www.landcraftinc.com



THE BAYHILL CONDOMINIUM:  
 SCALE: 1/8" = 1'-0"  
 FLOOR PLAN

Unit 8 & 11  
 Unit 7 & 12

Job Number: 030401  
 March 15, 2006  
 Sheet 11 of 12 Sheets

Condominium Plan of  
**PRAIRIE PATHWAYS CONDOMINIUM**

Lots 100 and 121 in PRAIRIE PATHWAYS, Together with a 3000m Interest in Quarter 1 through 18, Excepting therefrom the West 1/4 of Quarter 7 and the West 1/4 of Quarter 8, PRAIRIE PATHWAYS, being a map of Quarter 1 of Ordinance 1 of Certified Survey Map No. 2809, being a part of the Northwest 1/4 and Southeast 1/4 of the Northwest 1/4, lands in the Northwest 1/4 and Northeast 1/4 of the Northwest 1/4 all in Section 33, Township 4 North, Range 22 East, Village of Caladonia, Racine County, Wisconsin excepting therefrom all lands previously dedicated.

**SURVEYORS CERTIFICATE**  
STATE OF WISCONSIN  
MILWAUKEE COUNTY) SS

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

The 1 map described and required at of Lot 100 and 121 in PRAIRIE PATHWAYS, Together with a 3000m Interest in Quarter 1 through 18, Excepting therefrom the West 1/4 of Quarter 7 and the West 1/4 of Quarter 8, PRAIRIE PATHWAYS, being a map of PRAIRIE CROSSING, being all of Quarter 1 of Certified Survey Map No. 2809, being a part of the Northwest 1/4 and Southeast 1/4 of the Northwest 1/4, lands in the Northwest 1/4 of the Northwest 1/4 and part of the Northwest 1/4 and Northeast 1/4 of the Northwest 1/4 all in Section 33, Township 4 North, Range 22 East, Village of Caladonia, Racine County, Wisconsin excepting therefrom all lands previously dedicated.

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

March 15, 2006  
Date  
Rev. March 30, 2007



William R. Hendrick  
Registered Land Surveyor S-2419

Map Prepared by: William R. Hendrick, PLS S-2419  
**LANDCRAFT SURVEY AND ENGINEERING, INC.**  
REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS  
2077 South 10th Street, West Allis, WI 53227  
Tel: (414) 251-4400  
Fax: (414) 251-4407  
WWW.LANDCRAFTSURVEY.COM

Prepared For:  
Newbrook Homes, Inc.  
8840 Marquette Drive  
Racine, WI 53408

**OWNER'S CERTIFICATE**

NEWBROOK HOMES, INC., as owner, does hereby certify that it caused the land described on this map to be surveyed, mapped and divided as represented on this map.

Date: Raymond C. Leffler, President

NEWBROOK HOMES, INC., does further certify that the plat is required by Section 703 to be submitted to the following for approval or objection:

1. Village of Caladonia

STATE OF WISCONSIN  
RACINE COUNTY) SS

RAYMOND C. LEFFLER, President of said corporation, PERSONALLY came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007, RAYMOND C. LEFFLER, (to be known to) by the person who executed the foregoing instrument and acknowledged the same.

Notary Public  
State of Wisconsin  
My Commission Expires: \_\_\_\_\_

**COMMENT OR CORPORATE NOTORIALIZE**

Tri-City National Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, not a party of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on the plat and does hereby consent to the above certification of owner.

RAYMOND C. LEFFLER, the said Tri-City National Bank, has caused these comments to be signed by John W. Ra, its Senior Vice-President, on the hereto-attached this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Date: John W. Ra, Senior Vice-President

STATE OF WISCONSIN  
RACINE COUNTY) SS  
Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007, John W. Ra, to me known to him person who executed the foregoing instrument and to me known to the said Senior Vice-President of said corporation and acknowledged the same.

Notary Public  
State of Wisconsin  
My Commission Expires: \_\_\_\_\_

Job Number: 090401  
March 15, 2006  
Sheet 12 of 12 Sheets

**EXHIBIT D**

**Legal Description - Expansion Area:**


Lots 35, 162 and 174 in PRAIRIE PATHWAYS, together with an 8/300th interest in Outlots 1 through 16, excepting therefrom the West 14 feet of Outlot 7 and the West 14 feet of Outlot 9, PRAIRIE PATHWAYS, being a replat of PRAIRIE CROSSING, being all of Outlot 1 of Certified Survey Map No. 2609, being a part of the Northeast 1/4 and Southwest 1/4 of the Northwest 1/4, lands in the Northwest 1/4 of the Northwest 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northeast 1/4 all in Section 33, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.

## CONSENT BY MORTGAGEE

TRI-CITY NATIONAL BANK ("Mortgagee"), holder of a mortgage on the lands described in the Declaration of Condominium for Prairie Pathways Condominium, Village of Caledonia, Racine County, Wisconsin, hereby consents to the execution and recordation of the Declaration of Condominium for Prairie Pathways Condominium. By execution of this consent, Mortgagee ratifies and approves the said Declaration of Condominium and authorizes Declarant to append this consent to the Declaration of Condominium for purposes of recordation.

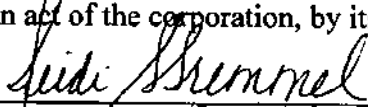
IN WITNESS whereof, mortgagee has caused this consent to be executed this 30<sup>th</sup> day of ~~May~~, 2007.  
*April*

TRI-CITY NATIONAL BANK

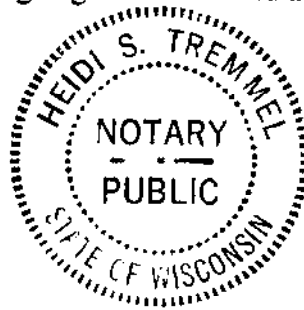
By:  SR, V.P.  
John W. Kis Title

STATE OF WISCONSIN                 )  
  ) ss.  
COUNTY OF RACINE                 )

Personally came before me this 30<sup>th</sup> day of <sup>*April*</sup> ~~May~~, 2007, the above named John W. Kis, to me known to be the person and officer who executed the foregoing instrument and acknowledged the same, as an act of the corporation, by its authority.

  
\* Heidi S. Tremmel

Notary Public - State of Wisconsin  
My commission expires: 3/21/10



Document drafted by John U. Schneider - Attorney at Law