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RESTRICTIVE COVENANTS

Document Number

Document Title

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CONNIE J. WOOLEYER
REGISTER OF DEEDS
WALWORTH COUNTY, WI

Recording Area

548574/

Name and Return Address

IPW, LLC
1020 WEST BLVD
RACINE, WI 53405
35.00

Lots 1 through 54 and Outlots 1, 2, and 3, Indian Prairie
Subdivision located in the Northeast 1/4 and Northeast
1/4 of the Northwest 1/4 of Section 27, Township 1
North, Range 16 East. Said land being in the Village
of Walworth, County of Walworth, State of Wisconsin.

2003 Tax Key No.: VWUP 00021

Parcel Identification Number (PIN)

2004 Tax Key Nos:

Outlot 1	VIP00055	Lot 22	VIP00022	Lot 47	VIP00047
Outlot 2	VIP00056	Lot 23	VIP00023	Lot 48	VIP00048
Outlot 3	VIP00057	Lot 24	VIP00024	Lot 49	VIP00049
Lot 1	VIP00001	Lot 25	VIP00025	Lot 50	VIP00050
Lot 2	VIP00002	Lot 26	VIP00026	Lot 51	VIP00051
Lot 3	VIP00003	Lot 27	VIP00027	Lot 52	VIP00052
Lot 4	VIP00004	Lot 28	VIP00028	Lot 53	VIP00053
Lot 5	VIP00005	Lot 29	VIP00029	Lot 54	VIP00054
Lot 6	VIP00006	Lot 30	VIP00030		
Lot 7	VIP00007	Lot 31	VIP00031		
Lot 8	VIP00008	Lot 32	VIP00032		
Lot 9	VIP00009	Lot 33	VIP00033		
Lot 10	VIP00010	Lot 34	VIP00034		
Lot 11	VIP00011	Lot 35	VIP00035		
Lot 12	VIP00012	Lot 36	VIP00036		
Lot 13	VIP00013	Lot 37	VIP00037		
Lot 14	VIP00014	Lot 38	VIP00038		
Lot 15	VIP00015	Lot 39	VIP00039		
Lot 16	VIP00016	Lot 40	VIP00040		
Lot 17	VIP00017	Lot 41	VIP00041		
Lot 18	VIP00018	Lot 42	VIP00042		
Lot 19	VIP00019	Lot 43	VIP00043		
Lot 20	VIP00020	Lot 44	VIP00044		
Lot 21	VIP00021	Lot 45	VIP00045		
Lot 22	VIP00022	Lot 46	VIP00046		

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This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

RESTRICTIVE COVENANTS FOR INDIAN PRAIRIE SUBDIVISION

This declaration of conditions, covenants, restrictions and easements regarding Indian Prairie Subdivision, Village of Walworth, Walworth County, Wisconsin is made by IPW, LLC, hereinafter called "Developer".

WHEREAS, Developer holds title to certain real estate located in the Village of Walworth, Walworth County, Wisconsin, described in Exhibit A attached to this declaration, which lands have been platted as Indian Prairie Subdivision; said lands being hereinafter referred to as the "Subdivision"; and,

WHEREAS, Developer has caused the Subdivision to be laid out in such a fashion as to maximize its picturesque landscape and to provide a subdivision in which only homes of high architectural standards and design shall be constructed; and,

WHEREAS, this declaration will carry out the aforesaid purposes and will assure each subsequent owner of property in the Subdivision of the continuance of these high standards.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties hereto to be bound by these restrictive covenants, the Developer hereby imposes upon the lands described in Exhibit A and known as Indian Prairie Subdivision, the conditions, covenants, restrictions and easements hereinafter set forth which shall inure to the benefit of and pass with all said property and each and every parcel thereof, and shall apply to and bind the successors in interest and owner thereof.

1. GENERAL PURPOSE

The general purpose of this declaration is to help assure that the Subdivision will become and remain an attractive development, to insure the best use and most appropriate development and improvement of each building site to protect owners of building sites against use of surrounding building sites in such a manner as will detract from the residential value of the property, to guard against the erection on building sites of poorly designed or proportioned structures, to obtain harmonious use of material and color schemes, to insure the highest and best residential development of said property, to encourage and insure the construction of attractive buildings designed and built in accordance with a harmonious theme, to define the appropriate locations thereof on building sites, to prevent haphazard and inharmonious improvement of building sites; and to provide and maintain proper setbacks from streets.

2. TERMINATION

These restrictions are to run with the land and shall be binding on all parties hereto and all persons claiming under them for a period of twenty-five (25) years from the date they are recorded unless modified or terminated as provided for herein.

3. SEVERABILITY

Invalidation of any provision of these restrictions by judgment or other court order shall not in any way affect any of the other provisions which shall remain in full force and effect.

4. ARCHITECTURAL CONTROL COMMITTEE

No structure shall be erected, placed or altered on any lot until the building plans, specifications and plot plan showing the location thereof have been approved in writing by the Architectural Control Committee as to quality; materials; harmony of external design and colors with the existing and planned structures; location with respect to topography and neighboring homes; setbacks; finished grade elevations; and location and material of driveways. Such plans and specifications shall be submitted to the Architectural Control Committee and approved before a building permit from the Village is applied for. Except as specifically provided for in these Restrictive Covenants, no structure shall be built upon any lot other than one single family home. No lot in the Subdivision shall be subdivided. Each lot owner, or their builder, shall submit two (2) copies of the final building plans and two (2) copies of the survey to the Architectural Control Committee. Upon approval, one copy of the building plans and one copy of the survey will be returned to the submitting party.

A. The design, layout and exterior appearance of each residence shall be such that, in the opinion of the Architectural Control Committee at the time of approving the building plans, the residence will be of high quality and will have no substantial adverse effect on the property values in the neighborhood.

B. The approval or disapproval of the Architectural Control Committee as required by these covenants shall be in writing. Should the Architectural Control Committee fail to approve or disapprove such plans and specifications and the location within thirty (30) days after submission of the plans to it, then such approval will not be required, but all other conditions and restrictions herein contained shall remain in force, and the related covenants shall have been deemed to have been fully complied with.

C. The current address of the Architectural Control Committee is:

c/o Raymond C. Leffler
1020 West Blvd.
Racine, WI 53405

The location of the Architectural Control Committee may change from the location stated above. It is the responsibility of the lot owner, or their builder, to determine the current location of the Architectural Control Committee. Failure to submit building plans, site survey and/or landscaping plans due to owner's or builder's inability to locate the Architectural Control Committee does not automatically constitute an acceptance of said building plans, site survey and/or landscaping plans.

D. The Architectural Control Committee may designate a representative to act for it. In the event of the death or resignation of a member of the Architectural Control Committee, the remaining member(s) shall have full authority to designate a successor. Neither the members of the Architectural Control Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

E. If, at any time, the Architectural Control Committee has ceased to exist as such and has failed to designate a representative to act for it, the owners of a majority of the lots in the Subdivision may elect a successor committee at a meeting of lot owners called by notice in writing, mailed to the last known address of all Subdivision lot owners as shown on the assessment rolls of the Village of Walworth. In the absence of such an Architectural Control Committee, the need for the Architectural Control Committee approval is dispensed with.

F. The Architectural Control Committee may grant a special exception to specific restrictions where a literal application would cause undue hardship and where the granting of such special exception would not be incompatible with the basic concept of the Subdivision.

G. *The front elevation or facade for a residential structure shall not be repeated on any abutting lots within five (5) lots on either side of the street on which the dwelling fronts, including lots which are directly across the street from one another. Front elevations or facades shall be deemed to be similar when there is no substantial difference in roof lines, garage styles and garage setbacks; and no substantial change in windows of either size, location or type; and either no change in the colors of materials used (rather than a change in shade) or no substantial change in the kind of materials used, which shall be determined by the Village of Walworth building inspector. Buyer is hereby notified that Architectural Control Committee approvals must be obtained prior to lot owner submitting plans to the Village of Walworth building inspector.*

H. *Attached garages on at least sixty percent (60%) of the residential structures in the subdivision shall extend forward no more than five (5) feet from the foremost facade of the dwelling structure (stoops, porticos, open colonnades and open porches excluded).*

5. DWELLING QUALITY

Residences shall have no more than two stories and shall include a full basement. An exposed basement shall not be considered to be a "story" for purposes of this section. Bi-level homes are prohibited. The face of every outside wall of any residence shall be constructed of

brick, stone, cedar, vinyl, or other material approved by the Architectural Control Committee. Windows, doors and shutters may contain manufactured materials. All residences shall have roofs constructed of asphalt or fiberglass shingles, tile, slate or other material approved by the Architectural Control Committee with not less than a 6" to 12" (6/12) pitch, including the garage. Every residence erected on a lot in the Subdivision shall have minimum floor areas as follows:

1 Story (for example: Ranch Style)	1450 total sq. ft.
2 Story (for example: Traditional)	1700 total sq. ft.
1-1/2 Story (for example: Cape Cod)	1600 total sq. ft.

(Minimum 1000 sq. ft. on 1st floor)

For purposes of this section, "floor area" shall be defined as the area within the exterior wall lines of a building and shall not include floor space below grade, basements, garages, breezeways, and porches, attics and other areas not finished or useable as living quarters.

6. LANDSCAPE ARCHITECTURAL CONTROL

A landscape plan showing the proposed development of the entire lot shall be submitted to the Architectural Control Committee for approval within six (6) months after commencement of construction. Adequate surface drainage shall be installed and the approved landscape plan shall be completed within six months after an occupancy permit has been issued for the home.

7. BUILDING LOCATION

Subject to approval by the Architectural Control Committee, structures may be located anywhere on a lot, provided such location is consistent with the basic principles of good site interrelationship between the various other nearby structures and provided further that no structure or part thereof shall be erected contrary to the Village of Walworth building code restrictions in force at the time of construction. No structure or part thereof erected upon any corner lot in the Subdivision may be erected nearer than twenty-five (25) feet from the lot line adjacent to the street located at the side of such building. The building set back line from the front foundation line of each home to the right-of-way of the roadway upon which the home abuts shall be not less than twenty-five (25) feet. Side yard setbacks shall be not less than ten (10) feet, and rear yard setbacks shall be not less than thirty (30) feet.

8. GARAGES, DRIVEWAYS, SERVICE WALKS AND SIDEWALKS

Each residence constructed in the Subdivision shall have at least a two car garage which shall be directly attached to the residential structure or attached by a breezeway. Nothing herein shall be construed to prohibit garages which are larger than the minimum, provided that the same are approved by the Architectural Control Committee. No construction of any apron for the purpose of storing any vehicle shall be permitted.

Each lot owner shall comply with the terms and conditions of all Village requirements regarding driveway aprons, including construction of all driveway aprons and approaches

with Portland concrete. By taking title to a lot, lot owner acknowledges a deed restriction running with the land relating to these requirements. In the event lot purchaser fails to comply with these requirements, the Village shall have the right to enforce such conditions by action or by such other means as it may deem appropriate.

To minimize dust and to enhance the appearance of the Subdivision, the driveway or driveways shall be surfaced with concrete, brick, or other hard surface material acceptable to the Architectural Control Committee. The plans and specifications for residences submitted to the Architectural Control Committee for approval shall include the specifications for the location and surfacing of the driveways and walkways. Installation of driveways, including the Portland concrete approach, shall be completed as required by the Village of Walworth.

All sidewalks and pathways in the subdivision, including those on lands dedicated for public purposes, shall be installed in front of each separate lot at the time the occupancy permit is issued for that particular lot, or as soon thereafter as weather permits, but no later than when 80% of the lots in the subdivision are improved. The Village may extend the time for completion from time to time upon application of the Developer, or lot owner, within one year of issuance of the building permit. In addition, the Developer has provided for a Homeowner's Association for the maintenance of the sidewalks on the West side of Outlot 1 fronting on Highway 14.

Each lot owner shall comply with the terms and conditions of all Village requirements regarding sidewalks. By taking title to a lot, lot owner acknowledges a deed restriction running with the land with respect to sidewalks. In the event lot purchaser fails to comply with these requirements, the Village shall have the right to enforce such conditions by action or by such other means as it may deem appropriate.

9. CONSTRUCTION ACCESS

Any and all construction equipment shall enter the subdivision ONLY from Highway 14 and shall not enter the subdivision from Thistledown Lane. Each lot owner shall specifically advise his/her builder of this restriction.

10. UTILITIES AND ANTENNAS

All electric light, telephone lines, television service lines, or any other cable or conduit running from utility service lines or transformers to any residence shall be underground. No exterior antenna, satellite dish receiver, or other similar device or structure for the transmission or reception of electric signals of any nature shall be allowed on any lot within the Subdivision without the approval of the Architectural Control Committee. Any such exterior antenna, satellite dish receiver or similar device shall not exceed three feet (3') in diameter and shall not be visible from any roadway within the Subdivision.

11. HEDGES AND FENCES

A. Hedges, berms and fences and walls shall be permitted with prior approval of the Architectural Control Committee.

B. Firewood or other materials of a similar nature stored or kept on any lot must be screened from view by means of a fence of sufficient height to conceal the same, but no higher than four (4) feet, by shrubbery of sufficient density to accomplish the same purpose, or other appropriate barrier. Storage of more than one (1) full cord of firewood on a lot is prohibited.

C. No hedge may extend to a point nearer to the street on which the house fronts than the front line of such house without the approval of the Architectural Control Committee.

D. No fence shall be permitted to extend nearer to any street than the rear foundation line of the principal structure without the approval of the Architectural Control Committee.

E. Fences or walls shall be aesthetically pleasing and in keeping with the design and architectural style of the home. *The location, design, construction and material for all fences or walls are subject to approval by the Architectural Control Committee.* **Chain link fencing is specifically prohibited, including dog runs.**

F. All fences or walls shall be built in conformity with all existing Village ordinances. Lot owners are advised that construction of fences or walls in easement areas is done at lot owners risk. Lot owners are urged to check local ordinances which may prohibit fences or walls in easement areas.

12. PETS

No animals may be kept or maintained upon any lot except dogs, cats, or other usual and ordinary household pets. No separate outbuildings or enclosures may be erected or kept upon any lot for the purpose of housing or restraining any animal or pet, except if such building or enclosure have a concrete paved floor and be physically attached to the residence as a part thereof. **The location, design and construction of any such enclosure shall be approved by the Architectural Control Committee.**

13. FILLING BUILDING SITE AND CHANGING CONTOUR

Where fill is necessary on the building site to obtain the proper topography and finished ground elevation, it shall be ground fill, free of waste material, and shall not contain noxious materials that will give off odors of any kind, and all dumping of fill materials shall be leveled immediately after completion of the building. Any excess excavation of earth shall be removed from the building site. Grade plans shall be submitted to the Architectural Control Committee for approval before altering the contour of any lot so as to 1) change the pre-existing surface water drainage as affects any adjoining lots, and/or 2) create a slope of more than three (3) horizontal feet to one (1) vertical foot within twenty (20) feet of any lot line. The proposed finished grade of

the home, as determined by the finish grade of the garage floor, shall be approved by the Architectural Control Committee prior to construction of the home. The final grade for each lot shall conform to the master grading plan on record with the Village of Walworth. No sod, gravel, sand, or soil may be removed from any lot except in connection with the construction of any building upon said lot and then only so much as is necessary and essential in the furtherance of such construction. Under no circumstances shall any of such materials be removed beyond the Subdivision boundaries without the consent of the Architectural Control Committee.

14. NOXIOUS ACTIVITY

No noxious, offensive, or dangerous activity of any kind may be conducted upon any lot; nor may any trade, business or profession be carried on, and generally, no activities may be conducted which would constitute a nuisance to other owners of lots within the Subdivision.

15. SIGNS

No signs of any character, kind or description shall be maintained upon any lot in the Subdivision except signs of a size no greater than twenty-four (24) inches by twenty-four (24) inches advertising the premises as "For Sale"; signs of a size no greater than twelve (12) inches by eighteen (18) inches bearing the name, address, or both of the resident occupying such lot; security service warning signs; municipal street signs and the master Subdivision identification sign. The content, size and design of all signs shall be controlled by the Architectural Control Committee. The Developer, its successors and assigns, shall be exempt from these sign restrictions during the entire development period. Larger signs may be used by the Developer or its agents or by a builder to advertise the property during the sale and/or construction period. Further, the Developer, its successors and assigns shall be allowed to erect and maintain signs and markers identifying the Subdivision.

16. SWIMMING POOLS/SPAS

Swimming pools may be allowed with the approval of the Architectural Control Committee and must be constructed in conformity with these restrictions and the ordinances of the Village of Walworth. No portion of a swimming pool or the adjoining enclosed area shall be constructed or maintained nearer to the street line than the rear foundation of the principal structure. Pool houses shall be built of the same material and to the same architectural design as the accompanying house. In-ground or self contained spas are permitted.

17. TREE AND BRUSH REMOVAL

All trees, brush, stumps, roots, or other similar materials that may be cut or cleared upon any lot shall be removed from the Subdivision, or in the alternate, reduced to firewood within ninety (90) days after such cutting or clearing. When any tree is felled upon any lot, it shall be done in such a manner that no stump or protrusion above the level of the ground remains.

18. COMPLETION OF CONSTRUCTION

The interior and exterior construction of a residence shall be substantially completed and the residence shall be ready for occupancy within one (1) year after commencement of construction; such time of completion shall be extended to the extent of any delay due to strike or acts of God. In its sole discretion, the Architectural Control Committee may determine when a residence is substantially completed and ready for occupancy; the extent of the delay due to strike or acts of God; and may, for good cause, allow additional time for completion of construction.

19. ISSUANCE OF OCCUPANCY PERMITS

Disclosure is hereby made by the Developer that the Village of Watworth has imposed a restriction on the number of occupancy permits that may be issued within the subdivision. No more than twenty (20) occupancy permits will be issued prior to March 18, 2004. No more than an additional twenty (20) occupancy permits, for a total of forty (40) permits, will be issued prior to March 18, 2005. The Village may, at their sole discretion, increase the number of allowed occupancy permits issued, however, the number allowed may not be decreased.

The lot owner is advised to contact the Village to verify whether a building permit and an occupancy permit is available for the owner's lot.

20. VEHICULAR STORAGE

No outdoor storage of any commercial vehicle, boat, camper, trailer, snowmobile, recreational vehicle, motorhome, all-terrain vehicle or motorcycle is permitted. Unless the same is enclosed within a garage, no motor vehicle may be parked, stored or otherwise kept on any lot in the Subdivision other than a car, truck or van which is licensed by the State of Wisconsin as a private passenger vehicle. No driveway apron may be constructed for the storage of any vehicle or trailer.

21. TEMPORARY STRUCTURES

No structure of a temporary character, no boat, trailer, truck, basement, tent, shack, garage, barn or other outbuilding may be used at any time as a residence either temporarily or permanently. No building shall be moved on any lot in the Subdivision from another location without the prior written approval of the Architectural Control Committee.

22. GARBAGE OR REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish or waste materials. All containers for the storage and disposal of such material shall be kept in a clean and sanitary condition. To insure the attractive appearance of the Subdivision, all waste containers shall be kept in an enclosure and out of view from the street and adjacent or neighboring property owners.

23. ACCESSORY OR UTILITY BUILDINGS

Accessory buildings may be constructed within the Subdivision with the prior written approval of the Architectural Control Committee. The design, material and construction of each such accessory building must match the design, construction and material of the principal structure on the lot.

24. SOLAR ENERGY

Devices and systems for collection of solar energy are permitted within the Subdivision, provided that the location and screening of any such system are approved by the Architectural Control Committee.

25. LOT MAINTENANCE

Each vacant lot in the Subdivision shall be maintained by the owner of such lot so that the same shall not become a nuisance. No owner shall allow trash or debris to accumulate on any such vacant lot and the lot owner shall regularly mow the lot and comply with Village of Walworth ordinances regarding weed control.

Outlot Maintenance. In the event the Homeowner's Association should cease to exist or should fail to fulfill its obligations as stated in these Restrictive Covenants or to pay the real estate taxes assessed against its properties within the subdivision, the Village of Walworth may cause such maintenance to be performed and levy the cost thereof as a special assessment against all of the properties within the subdivision under the provisions of Section 66.60(16) of the Wisconsin Statutes. Similarly, any real estate taxes remaining unpaid, together with any penalties and interest thereon, may be collected by the Village of Walworth as a special assessment against all of the properties in the subdivision which border the properties, or the Village may seek a mandatory injunction requiring the Homeowner's Association to levy and collect assessments for such purpose.

The restrictions set forth in this Section may not be modified or removed without the prior written approval of Village of Walworth.

26. STREET TREES

Under an agreement with the Village of Walworth, within two (2) years from the approval of the final plat for Indian Prairie Subdivision, the Developer shall install street trees, of the species identified by the Village of Walworth. These street trees shall be installed subject to the approval of the Village of Walworth Public Works Director.

Purchasers acknowledge that Developer retains the right to enter upon the individual lots to install the trees as called for. Purchasers further acknowledge that purchaser is responsible for the maintenance of any trees located on their individual lot, including watering and fertilizing. Failure to properly maintain the trees may result in the trees being replaced by the developer at the expense of the lot owner. In addition, purchasers acknowledge that, depending upon their individual construction schedule, the street trees may

be installed prior to purchaser beginning construction on the lot. In the event the tree(s) is damaged during construction, lot owner shall be responsible for the cost of replacement.

27. EASEMENTS

Easements have been reserved for various public and semi-public purposes on the recorded plat as well as within separate recorded easement documents. Use of the easement areas is defined within the recorded documents and may further be defined by applicable local ordinances. Prior to construction of improvements, or disturbance of any easement area, each lot owner should carefully review all recorded easements and contact the Village for any ordinances. (See Section 11(f) regarding fencing of easement areas.)

28. IMPACT FEES

Developer discloses that as of the date of the Developer's Agreement with the Village of Walworth, the Village has identified the following impact fees which are due and payable at the time a building permit is issued:

<i>Park Improvement Fees</i>	<i>\$ 595.78</i>
<i>Wastwater Treatment Fee</i>	<i>\$2,405.13</i>
<i>Public Water Facility Fee</i>	<i>\$ 481.44</i>

Notice is hereby given that these impact fees shall be subject to any and all Village wide adjustments for 2002 and all subsequent years.

29. MODIFICATION

This declaration may be amended at any time by execution by the owners of seventy-five percent (75%) of the residential lots affected by these restrictive covenants of an amendment which shall take effect from the date of recording thereof in the office of the Register of Deeds for Walworth County, Wisconsin. Until such time as the Developer shall have no interest in the Subdivision, no modification under this section shall alter the rights of the Developer unless the Developer shall consent to such modification in writing.

SECTIONS 4(G & H), 8, 9, 19, 26 AND 28 MAY *NOT* BE MODIFIED WITHOUT THE APPROVAL OF THE VILLAGE OF WALWORTH.

30. ENFORCEMENT OF RESTRICTIONS

If the owner of any lot subjected to these restrictive covenants shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning or co-owning any other lot subjected to these restrictive covenants to prosecute an action at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent him, it or them from doing so or to recover damages for such violation, or to compel him, it or them to replace any grades or enforce any of the covenants and restrictions herein contained.

31. HOMEOWNER'S ASSOCIATION

IPW, LLC has formed a Homeowner's Association for the lot owners in the Subdivision. The purpose of the Association is to protect and maintain those areas within the development which are designated as Outlots; install and maintain the sidewalk required along the west side of Outlot 1 along Hwy. 14 and, if necessary, to maintain other easement areas as designated by the final plat.

The initial Board of Directors shall consist of:

Raymond C. Leffler	Director
Heidi S. Tremmel	Director
Michael J. Kaerek	Director

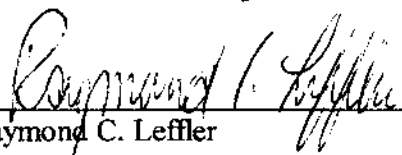
The Association shall be managed by the Board of Directors until such time as the Association is turned over to the lot owners according to the By-Laws for the Association, a copy of which each individual lot owner has received a copy of. The Association will be governed by the By-Laws as established according to the laws of the State of Wisconsin.

32. AGREEMENT TO TERMS

By acceptance of a conveyance of property which is subject to this declaration, the grantee, mortgagee, or transferee thereof acknowledges, accepts and agrees to each and every term, right, duty and obligation herein contained.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed this 5th day of August, 2003.

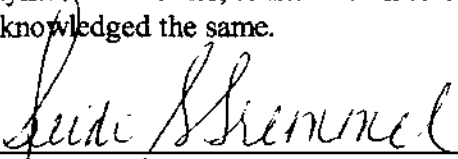
IPW, L.L.C. - Developer



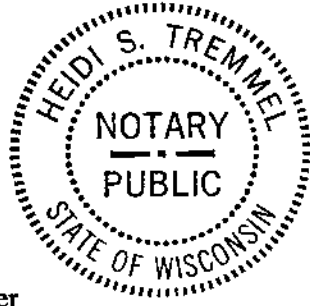
Raymond C. Leffler Member

STATE OF WISCONSIN)
) ss.
COUNTY OF RACINE)

Personally came before me this 5th day of August, 2003, the above named Raymond C. Leffler, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



*Heidi S. Tremmel
Notary Public - State of Wisconsin
My Commission expires: 4/2/06



Document drafted by, and return to: Raymond C. Leffler
1020 West Blvd.
Racine, WI 53405