

**DECLARATION OF CONDOMINIUM  
Prairie Ridge Condominium Association #24**

SHEBOYGAN COUNTY, WI  
RECORDED ON

02-07-2001 12:08 PM

DARLENE J. NAVIS  
REGISTER OF DEEDS

RECORDING FEE: 40.00  
TRANSFER FEE:

051903 2

Document Number

Document Title

For Exhibit See Vol. 13 of Condos  
Pages 363-365 Doc. # 1589105

**LEGAL DESCRIPTION:**

Lot 2 of a Certified Survey Map recorded in Volume 14,  
Page 144/5, located in part of the NW 1/4 of the SE 1/4  
of Section 34, Town 15 North, Range 22 East, City of  
Sheboygan Falls, Sheboygan County, Wisconsin.

Recording Area

Name and Return Address

Ronald J. Likas  
P. O. Box 209  
Mishicot, WI 54228

Parcel Identification Number (PIN)

**PART I**

**Declaration of Condominium  
Conditions, Covenants, Restrictions, and Easements**

**Prairie Ridge Condominium Association #24**

1408 Prairie Lane and 139 Lexington Court  
Sheboygan Falls, WI 53085

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, 59.43(2m) WRDA 10/99

16  
SCF-3122.0

INDEX

- PART 1. **DECLARATION.** The Declaration establishes and describes the condominium, the units and the common areas.
- PART 2. **BYLAWS.** The operation of the condominium is governed by the Prairie Ridge #24 Condominium Association, of which each unit owner is a member. The Bylaws contain rules which govern the condominium and affect the rights and responsibilities of unit owners.
- PART 3. **RULES AND REGULATIONS.** This section will be used to list rules which the Association will make from time to time to govern the condominium.
- PART 4. **FLOOR PLAN AND MAP.** Floor plans for each unit and the building as a whole as well as a survey map of the entire property are included.
- PART 5. **ANNUAL OPERATING BUDGET AND ASSESSMENT RECORD.** The Association expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges. The assessment record is listing of all charges assess to each unit.
- PART 6. **MANAGEMENT OR EMPLOYMENT CONTRACTS.** The Association has the power to enter into contracts with individuals or private firms, for the common interest of all unit owners.
- PART 7. **WISCONSIN CONDOMINIUM OWNERSHIP ACT.** Wisconsin Statutes Chapter 703 is referenced throughout this document and is therefor included as a reference.
- PART 8. **CONDOMINIUM ASSOCIATION RECORDS.** Records and minutes of all meetings and actions of the Association.

**DECLARATION OF CONDOMINIUM  
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS  
PRAIRIE RIDGE CONDOMINIUM**

1408 Prairie Lane and 139 Lexington Court  
Sheboygan Falls, WI 53085

This Declaration of Condominium (hereinafter referred to as this Declaration) is made pursuant to the Condominium Ownership Act, Wisconsin Statutes Chapter 703 (hereinafter referred to as the Act), by Interstate Diversified Development, LLC (hereafter referred to as the Declarant).

WITNESSETH:

**WHEREAS**, the Declarant has submitted the land hereinafter describe in Exhibit A attached, and the improvements thereon, to the condominium form of ownership, in the manner provide by the Act and by the Declaration; and

**WHEREAS**, the Declarant remains the sole owner of the real property described in Exhibit A, attached hereto and incorporated by reference herein, together with all buildings and improvements thereon and the appurtenances there to; and

**WHEREAS**, the Declarant disclaims any duty to record future changes in any of the Disclosure Materials;

**NOW, THEREFORE**, the Declarant hereby declares as follows:

## Article 1

### DEFINITIONS

- 1.1 Terms used herein shall be construed as set forth in the Act unless the context thereof otherwise requires, or unless otherwise expressed herein.
- 1.2 Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of either gender shall include both genders.
- 1.3 "Condominium" means the property subject to this Declaration.
- 1.4 "Association" shall mean all of the unit owners of the 1408 Prairie Lane and 139 Lexington Court Condominium, acting as a group.
- 1.5 "Board" shall mean the Board of Directors of the Association.
- 1.6 "Common Elements" shall mean all of the condominium except for its units. Unless the context shall otherwise require, "Common Elements" includes Limited Common Elements.
- 1.7 "Limited Common Elements" means those common elements identified in this Declaration and/or in the condominium plat attached hereto as Exhibit A as reserved for the exclusive use of one or more, but less than all, of the unit owners.
- 1.8 "Unit" shall mean a part of the condominium intended for independent private use including one or more cubicles of air at one or more levels of space having outer boundaries formed by interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames of the buildings constructed pursuant to the plans attached hereto as Exhibit B and incorporated by reference herein, the portions of the condominium, and the specific fixtures and utilities servicing a unit, which make up a unit are more particularly described in Article 3 hereof and may be further supplemented in the Bylaws of the Association.
- 1.9 "Unit Owner" shall mean a person combination of persons, partnership or corporation, that hold legal title to a unit or has equitable ownership of a unit as a land contract vendee. A land contract vendor shall not be considered a unit owner, but he shall be considered as a mortgagee for purposes of consents required by this Declaration or the Act.

## Article 2

### ESTABLISHMENT OF CONDOMINIUM

- 2.1 **Establishment as a Small Residential Condominium.** All of the property described in Exhibit A, attached hereto and incorporated by reference herein, is hereby established as 1408 Prairie Lane and 139 Lexington Court Condominium, a condominium. The condominium shall be held, conveyed, encumbered, used, improved and in any other manner affected, subject to the provisions, conditions, covenants, restrictions, and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, his heirs, successor and assigns, and to all parties hereafter having any interest in said property. as 1408 Prairie Lane and 139 Lexington Court shall be a small

- 2.2 **Legal Description.** The real estate subject to this Declaration is described in Exhibit A, attached hereto and incorporated by reference herein. The division between units is shown on the floor plans in Exhibits A and B. Unit 1 shall be the North unit, and Unit 2 shall be the South unit.
- 2.3 **Conveyance to Include Interest in Common Elements.** A unit may not be conveyed separately from its interest in the common elements. Any conveyance purporting to affect one without including the other shall be deemed to include the interest so omitted, even though the latter is not expressly mentioned therein or is expressly excluded therefrom.
- 2.4 **Resident Agent.** The resident agent of the condominium, and the person to receive service of process for the Association is:

Interstate Diversified Development, LLC  
P.O. Box 209  
Mishicot, WI 54228

The Association may change the resident agent from time to time.

### Article 3

#### DESCRIPTION OF UNITS

- 3.1 **General Description.** There shall be one residential building, consisting of two residential units, which has been constructed in the location set forth in the condominium plat, attached hereto as Exhibit A and incorporated by reference herein. The provision of Wis. Stat. #703.365 (4) (a) which requires use of an as-built survey in a small residential condominium is expressly not adopted. Said building is a 1-story ranch home with a two car garage for each unit, principally of wood frame construction with poured concrete basement, vinyl siding and aluminum-clad windows, and asphalt composition roofing.
- 3.2 **Elements Included in an Unit.** Each unit includes:
- 3.2.1 Utility wiring and piping which service a single unit, from the point; inside the perimeter of the building housing the unit, at which the utility branches off to service a single unit, including: electric, telephone and cable television service; and water, sewer and natural gas laterals; and
- 3.2.2 Electrical switches, fixtures and wiring; plumbing fixtures; duct work, although such duct work occupies the general easement described in this Declaration; window glass and screens; furnaces; water heaters; and if applicable air conditioners servicing a unit.
- 3.3 **Floor Plans.** Buildings and units have been constructed pursuant to the floor plans in Exhibits A, B, and C attached hereto and incorporated by reference herein. Location of limited common areas devoted to such uses as patios, sidewalks, driveways, parking areas and lawn are also shown on Exhibit A.
- 3.4 **Street Address.** Unit 1 shall be known as 1408 Prairie Lane, Sheboygan Falls, WI 53085 and Unit 2 shall be known as 139 Lexington Court, Sheboygan Falls, WI 53085.
- 3.5 **Use.** Units shall be used for residential purposes. Commercial activity is permitted only to the extent that commercial activity is permitted in residences by applicable zoning law. Units may be rented or leased, but not for a term of less than one month.

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**Article 4****COMMON ELEMENTS**

- 4.1 **General Description.** The common elements consist of all of the condominium except the individual units, including, without limitation; the land on and around which the building or buildings are located; floors, ceilings, and bearing walls, girders, beams and support; centralized utilities servicing more than one unit; utility wiring and piping not comprising part of a unit pursuant to Article 3, and the walks, driveways, parking areas, recreational areas and landscaping.
- 4.2 **Percentage of Ownership in Common Elements.** Each unit owner shall have and undivided fifty percent (50%) interest in the common elements (including limited common elements) as a tenant in common with all other unit owners. Except as otherwise limited in this Declaration, each unit owner shall have the right to use and occupy the common areas and facilities for all purposes incident to the use and occupy of his or her unit as a place of residence and for such other incidental uses as are permitted by this Declaration. Such rights shall be appurtenant to and shall run with each unit.
- 4.3 **Use.** Any portion of the common elements designated as a limited common element may be used only by the owner of the unit to which their use is appurtenant. Except for limited common elements, the common elements are subject to mutual rights of support, access, use and enjoyment by all unit owners.
- 4.4 **Limited Common Elements.** Patios, porches, service walks, driveways, parking areas and lawn will be limited common elements. Sidewalks (as opposed to service walks) shall not be limited common elements.

**Article 5****ASSOCIATION OF UNIT OWNERS BYLAWS**

- 5.1 **Establishment.** There is hereby established, for the purpose of governance of the condominium, as 1408 Prairic Lane and 139 Lexington Court Condominium Owners Association. The Association shall be an unincorporated association and a legal entity.
- 5.2 **Membership.** All unit owners, including all holders of concurrent interests in a unit, shall be members of the Association. Membership in the Association shall automatically terminate upon termination of interest in an unit.
- 5.3 **Governing Body.** The Association shall be governed by a Board of Directors. There shall be one director representing each unit, and he shall be appointed by a majority of the owners of that unit. A director shall serve so long as he remains an unit owner, unless replaced by majority vote of the owners of his unit. Pursuant to #703.365 (3) (a), Wis. Stats., the Board will be responsible for carrying out the purposes of this Declaration including the exclusive management and control of the common elements. The provision of #703.365 (5) (b), Wis. Stats., which requires meetings of directors not less than quarterly, is expressly not adopted.

- 5.4 **Professional Management - Common Services.** The Association may obtain and pay for the services of any person or entity to manage its affairs, to the extent it deems advisable, and it may hire such other personnel as it may determine to be necessary or advisable for the proper operation of the condominium. The Association may arrange with others to furnish lighting, heating, trash collection, lawn cutting, snow plowing and such other common services as may be necessary or proper for each unit.
- 5.5 **Notice of Meetings.** Notices of meeting of directors and unit owners shall be given in a manner best calculated to assure that actual notice is received by the owners of all units, and the Bylaws shall so specify.
- 5.6 **Bylaws.** The rights and obligations of each unit owner, and the powers, functions, duties and responsibilities of the Association are expressly subject to and bound by the terms and provision of the Association's Bylaws. Declarant hereby adopts, as the initial Bylaws of the Association, that certain document entitled "Prairie Ridge Condominium Association Bylaws" (hereinafter referred to as the Bylaws). Each unit owner and the occupants of the units will abide by all of the duties and obligations of this Declaration, the Bylaws and the rule and regulations of the Association.
- 5.7 **Supermajority Voting Requirement.** The affirmative vote of all of the directors shall be necessary in order for a motion to carry. If a vote is taken of unit owners, there shall be one vote per unit, and that vote shall be cast by the director representing that unit. The affirmative vote of all of the owners shall be necessary in order for a matter before the unit owners to carry.
- 5.8 **Reconsideration / Arbitration.** The dispute resolution mechanism of #703.365 (6) Wis. Stats., in case of any disagreement between the directors, is adopted as follows:
- 5.8.1 **Reconsideration.** Unit owner or owners challenging a decision of the Board shall give written notice of objection to all unit owners and mortgagees within 45 days after the decision but before any action is taken or expenditure made. Upon receipt of this notice, the Board shall reconsider its decision and either affirm, reverse or modify the decision.
- 5.8.2 **Arbitration.** Unit owner or owners may challenge the decision of the Board after reconsideration only in an arbitration proceeding under ch. 788, Wis. Stats. Acceptance of a conveyance of an unit of this condominium shall constitute an agreement by the unit owner to submit challenges to decision of the Board to arbitration.
- 5.8.3 **Submission of Controversy.** Upon submission of the matter to arbitration, the Board shall name a proposed arbitrator. If the Board is unable to agree on an arbitrator, the director whose vote is challenged shall name a proposed arbitrator. The challenging unit owner or owners may accept the proposed arbitrator or propose a different arbitrator. If there is no agreement on a single arbitrator, the two nominees shall select a third person, the three shall serve as an arbitration panel chaired by the third person. The expense of the arbitration proceeding shall be borne one-half by the Association and one-half by the owner or owners causing the arbitration action. The decision of the arbitrator(s) is final and binding.

## Article 6

## LIABILITY FOR COMMON EXPENSES

- 6.1 **Assessments.** Except as responsibility may be delegated to the unit owners, the Association will bear the cost of administration of the Association and of the repair, maintenance and other expenses of the common elements. Assessments shall be made against the unit owners, as well as the units themselves, for such expenses, proportionally among the units. Assessments shall also include such amounts as may be necessary to accumulate reasonable reserves to fund periodic maintenance, repair and replacement of the common elements. No unit owner may exempt himself or his unit from liability for this contribution toward the common expenses by waiver of the use of enjoyment of the common areas and facilities or by the abandonment of his unit. No conveyance shall relieve the unit owner or his unit of such liability as accrued prior to or during his ownership, and he shall be jointly, severally and personally liable for such common expense, along with his grantee, until all expenses charged to his unit have been paid.
- 6.2 **Assessment for Damage to Common Elements.** Notwithstanding the foregoing general rule that expenses for the common elements will be paid by pro rata assessments, if the directors determine that damage to a common element in excess of normal wear and tear was caused by the conduct of a unit owner or his family member, agent, lessee or guest, such unit owner may be assessed the full cost of making good such damage.
- 6.3 **Lien / Interest.** All common expenses and assessments, when due and until paid, shall immediately become a personal debt of the unit owner and also a lien against the unit to which charged. The amount of any assessment plus other charges thereon, including interest at the rate from time to time computed on a judgment plus costs and attorney's fees, shall become a lien upon such unit as provided in the Act and may be enforced as provided in the Act. This provision shall constitute sufficient notice to all successors of title to units as long as a statement of the lien is timely filed as provided in the Act. If a grantee receives a statement of unpaid assessments as provided in the Act, the liability of the grantee and his unit is limited to the amount stated in such statement of unpaid assessments.

## Article 7

## INSURANCE

- 7.1 **Terms.** The Board will provide and maintain fire and broad form extended coverage insurance on the buildings and any portion thereof in the amount of full insurable value (replacement value) of the buildings. Such insurance will be obtained in the name of the Association as trustee for all unit owners and their respective mortgagees as their interests may appear. To the extent possible, the insurance will provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective servants, agents and guests and that the insurance cannot be canceled, invalidated nor suspended on account of conduct of any one or more unit owners, or the Association, or their respective servants, agents and guests, without sixty (60) days prior written notice to the Association giving it an opportunity to cure the defect within the time. The amount of protection and the types of hazards to be covered will be reviewed by the Board at least annually and the amount of coverage may be increased or decreased at anytime it is deemed necessary as determined by the Board to conform to the requirements of full insurable value.

- 7.2 **Application of Proceeds.** In the event of partial or total destruction of a building or buildings, the proceeds of the insurance will be paid to the Association to be applied to the cost of rebuilding. If it is determined not to reconstruct or repair, then the proceeds will be distributed to the unit owners and their mortgagees, if any, as their respective interests may appear.
- 7.3 **Other Association Insurance.** The Board shall provide the public liability insurance covering the common elements in such amounts as may be determined at the discretion of the Board from time to time. The Board may also provide worker's compensation insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Board to be necessary from time to time. The Board may also provide "additional living expense" insurance for the benefit of unit owners.
- 7.4 **Coverage of Units.** Each unit owner is responsible for obtaining such condominium unit owner's insurance as he or she deems advisable, to protect against casualty loss and public liability. Unit owners are advised that coverage under the standard condominium association public liability policy is not the same as a public liability coverage available as part of a condominium unit owner's insurance policy. Unit owners are also advised that the standard condominium association casualty insurance policy does not cover the personal property contents of the unit or the portions of the unit which comprise real property fixtures (e.g., light fixtures, furnace, bath tub, etc.).

#### Article 8

##### UNIT OWNERS' RIGHTS WITH RESPECT TO INTERIORS

- 8.1 Each unit owner shall have the exclusive right to paint, repaint, tile, paper or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors and doors within unit boundaries, provided that such unit owner shall take no action which shall in any way materially change any common or bearing walls. Partition walls of a non-structural nature may be erected. Partitions may not be removed nor doorways created between adjoining units, without written consent of the Association.

#### Article 9

##### REPAIRS AND MAINTENANCE

- 9.1 **Common Areas and Facilities.** The Association shall be responsible for the management and control of the common elements, excluding limited common elements, and shall cause them to be kept in good, clean, attractive and sanitary condition, order and repair. The Association may contract with outside parties or delegate to the unit owners the responsibility for services such as painting, repairing and decorating of the exterior contiguous to an owner's unit. Changing the color scheme of the building exterior shall require prior approval by the Association.
- 9.2 **Individual Units: Limited Common Elements.** Except for those portions which the Association is required to maintain and repair, if any, each unit owner shall be responsible for keeping, in good order, condition and repair and in a clean and sanitary condition: his unit, all utility service which is part of his unit, and all of the unit's equipment, fixtures and appurtenances. Each unit owner is responsible for the good appearance and condition of his unit. Without in any way limiting the foregoing, each unit owner shall be responsible for the maintenance, repair or

replacement of any plumbing fixtures, water heaters, window glass and screens, lighting and heating equipment, air conditioning equipment, dishwashers, disposals or other equipment which may be in, or connect with, the unit. Except of those services for which the Association may contract on behalf of all unit owners, each unit owner will keep the limited common areas appurtenant to his unit free from dangerous conditions, in good repair and in a clean and attractive condition. For instance, the Association may contract for snow plowing of driveways, or it may delegate such duty to the unit owner to which a driveway is appurtenant.

- 9.3 **Prohibition Against Structural Changes by Owner.** A unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made, any structural alteration, changes or improvements to his unit, or to the exterior of any building or facility. A unit owner shall not perform, or allow to be performed, any act or work which may impair the structural soundness or integrity of any building, or the safety of the property, or impair any easement or hereditament, without the prior written consent of the Association. Notwithstanding the above, each unit owner shall have the right to construct a garage/storage shed on limited common area land adjacent to their unit.
- 9.4 **Entry for Repairs.** The Association may enter any unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities and for any other matters for which the Association is responsible. Except in case of emergency, such entry will be made with prior notice to the owners and with as little inconvenience to the owners as practical. Any damage caused thereby shall be repaired by the Association and treated as a common expense.

#### Article 10

##### DESTRUCTION AND RECONSTRUCTION

- 10.1 In the event of a partial or total destruction of a building or buildings, they shall be rebuilt and repaired as soon as practical and substantially to the same design plan and specifications as originally built, unless, within ninety (90) days of the date of the damage or destruction, the unit owners consent in writing not to rebuild or repair. On reconstruction, the design, plan and specifications of any building or unit may vary from that of the original only upon prior approval of the Association. The proceeds or any insurance policy held by the Association and collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction. The Association shall have the right to levy assessments in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

#### Article 11

##### EASEMENTS, RESERVATIONS AND ENCROACHMENTS

- 11.1 **General Easement.** Each unit owner shall have valid, exclusive easement to the space between the interior and exterior walls for the purposes of adding additional utility outlets, wall-hangings, erection of non-bearing partition walls, and the like where the space between the walls may be necessary for such uses, provided that the unit owner shall do nothing to impair the structural integrity of the buildings or the soundproofing of common walls between units, and provided

- 11.3 **Utility Easement.** Easements are hereby declared and granted for the benefit of the unit owners and the Association for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, master television antenna system wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along, and on any part of the common elements.
- 11.4 **Encroachment Easement.** In the event that, by reason of the construction, reconstruction, settlement or shifting of any building, or the design or construction of any unit, any part of the common elements encroaches upon any part of any unit, or any part of any unit encroaches upon any part of the common elements or any part of any other unit, valid easements for the maintenance of such encroachments are hereby established and shall exist for the benefit of such unit so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owner or owners of the common elements, if such encroachment occurred due to the willful conduct of said owner or owners.
- 11.5 **Easement to Run with the Land.** All easements and rights described herein shall run with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this article.

#### Article 12

#### MISCELLANEOUS

- 12.1 **No Waiver.** The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction. Such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a unit owner, with knowledge of the breach of any covenant hereof shall not be deemed as a waiver of such breach. No waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.
- 12.2 **Amendments of Declaration.** This Declaration may be amended by the written consent of not less than all of the votes entitled to be cast by unit owners. Copies of such amendments shall be certified by the Association in a form suitable for recording, and the amendment shall be effective when recorded with the Register of Deeds for Sheboygan County, Wisconsin. A copy of the Amendment shall be mailed or personally delivered to each unit owner at his address on file with the Association.
- 12.3 **Rules and Regulations.** The Board shall have the right to make rules to govern the Association and unit owners. Rules must be passes by a supermajority of the Board, and will become binding upon passage. All rules and regulations of the Associations shall be recorded in the document entitled "Rules and Regulations" of the Association. A copy of the rule or regulation shall be mailed or personally delivered to each unit owner at his address on file with the Association.
- 12.4 **Notices.** Except as otherwise provided herein, notices of meetings shall abide by the following requirements:

12.4.1 All notices, and any other documents required to be given by this Declaration or the Bylaws, shall be sufficient if given to one registered owner of a unit regardless of the number of owners who have an interest therein;

12.4.2 All owners shall provide the Association with an address for the mailing or service of any notice or other documents. The Association shall be deemed to have discharged its duty with respect to the giving of notice by mailing it or having it delivered it personally to such address as is on file. If a notice of a meeting is mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member with first class postage attached.

12.5 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or of any other provision hereof.

IN WITNESS WHEREOF, the said Declarant has executed this instrument on

March 1, 2000.

By: Ronald J. Likas - member  
INTERSTATE DIVERSIFIED DEVELOPMENT, LLC  
Interstate Diversified Development, LLC

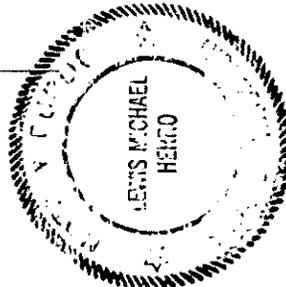
By: Ronald J. Likas  
Ronald J. Likas

State of Wisconsin )  
                                  ) s.s.  
County of Ozaukee )

Personally came before me, on March 1, 2000, the above named Ronald J. Likas, President respectively of Interstate Diversified Development, LLC, and known to me to be the persons who executed the foregoing and who acknowledged the same.

Lewis Michael Herco

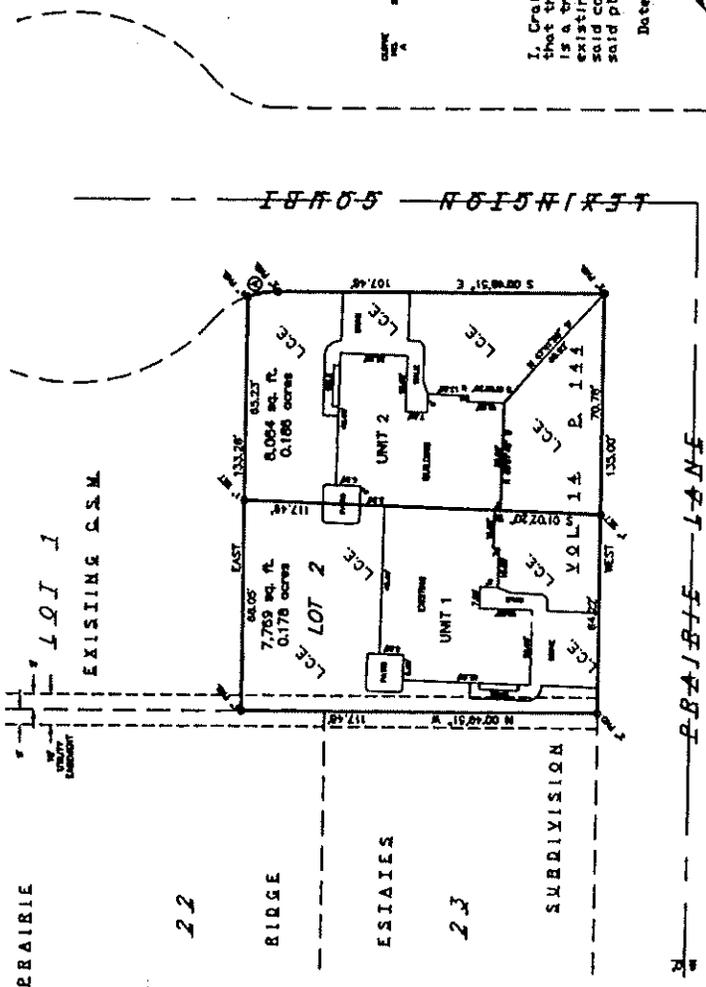
Notary Public, State of Wisconsin, Ozaukee County  
My commission expires/is: 11/11/2001



**EXHIBIT A**

**PRAIRIE RIDGE CONDOMINIUM ASSOCIATION #24**

LOT 2 OF A CERTIFIED SURVEY MAP RECORDED IN VOLUME 14, PAGE 144,  
 LOCATED IN PART OF THE NW 1/4 OF SECTION 34, TOWN 15 NORTH, RANGE 22 EAST  
 CITY OF SHEBOYGAN FALLS  
 CRAIG L. HUEBNER



L.C.E. = LIMITED COMMON ELEMENT

**CURVE DATA**

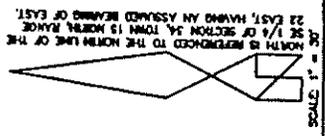
UNIT	CHORD	ANGLE	CURVE	CHORD BEARING	ARC	TANGENT
UNIT 1	107.46'	90.00°	107.46'	S 00°00'00" E	107.46'	
UNIT 2	107.46'	90.00°	107.46'	S 00°00'00" E	107.46'	

**TOTAL AREA**  
 15,853 sq. ft.  
 0.364 acres

I, Craig L. Huebner, Registered Land Surveyor, hereby certify that the Plat of Prairie Ridge Condominium Association #24, is a true representation of said condominium, identifies the existing building and in conjunction with the declaration of said condominium, the common elements will be determined from

Dated this 6th day of February, 2001.

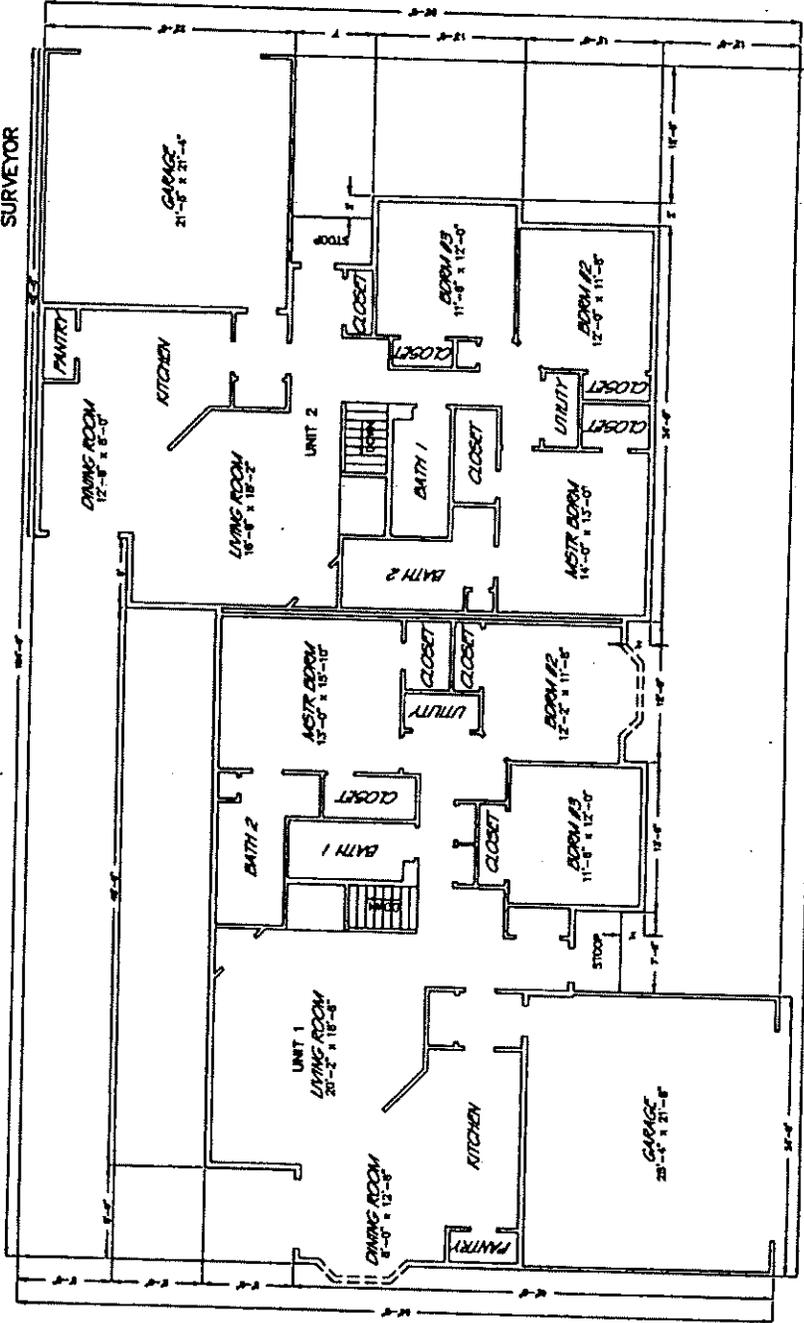
*Craig L. Huebner*  
 CRAIG L. HUEBNER, RLS #1777



*Craig L. Huebner*  
2.6.01

EXHIBIT B

PLAT OF  
**PRAIRIE RIDGE CONDOMINIUM ASSOCIATION #24**  
LOT 2 OF A CERTIFIED SURVEY MAP RECORDED IN VOLUME 14, PAGE 144,  
LOCATED IN PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 34, TOWN 15 NORTH, RANGE 22 EAST  
CITY OF SHEBOYGAN FALLS  
SHEBOYGAN COUNTY, WISCONSIN  
CRAIG L. HUEBNER  
SURVEYOR



SCALE: 1/8" = 1'-0"

THIS INSTRUMENT PREPARED BY DAVID C. BRICE, JR., OF BRICE AND ASSOCIATES, INC.  
JOB NO. E-0000  
SHEET 3 OF 3  
BOOK NO. PAGE NO.  
SHINZE & ASSOCIATES INC.  
REGISTERED LAND SURVEYORS  
1000 W. VANDER GRADEN AVENUE  
SHEBOYGAN, WISCONSIN 53081  
TEL: 920-882-1111

