

The Villas at Echo Lane
9000 226th Court, Units 1A - 29B
Town of Salem, Kenosha County, Wisconsin

Owner/Developer



PRIME DEVELOPMENT, INC.

(414) 843-3676 Fax (414) 843-3610

Post Office Box 9

Salem, WI 53168

DISCLOSURE MATERIALS

1.] THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

2.] THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

3.] YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

The Villas at Echo Lane are Listed for sale with Roberts Realty, P. O. Box 1140, Williams Bay, WI. 53191. Robert Clemen, Broker/Owner of Roberts Realty has a financial interest in Prime Development, Inc.

11-15-99

Disclosure Materials

Index

1. *Declaration.* The declaration establishes and describes the condominium, the units and the common areas. The declaration begins on page

2. *Bylaws.* The bylaws contain rules which govern the condominium and effect the rights and responsibilities of unit owners. The bylaws begin on page

3. *Articles of incorporation.* The operation of a condominium is governed by the association, of which each unit owner is a member. Powers, duties, and operation of an association are specified in its articles of incorporation. The articles of incorporation begin on page

4. *Management or employment contracts.* Certain services are provided to the condominium through contracts with individuals or private firms. These contracts begin on page

5. *Annual operating budget.* The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget begins on page

6. *Leases.* Units in this condominium are sold subject to one or more leases of property or facilities which are not a part of the condominium. These leases begin on page

7. *Expansion plans.* The declarant has reserved the right to expand the condominium in the future. A description of the plans for expansion and its effect on unit owners begins on page

8. *Floor plan and map.* The seller has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and common areas which are part of the condominium. The floor plan and map begin on page

10000111

DECLARATION OF CONDOMINIUM

THE VILLAS AT ECHO LANE

THIS DECLARATION is made and entered into by PRIME DEVELOPMENT, INC., a Wisconsin Corporation, hereinafter referred to as the "Declarant";

WITNESSETH

WHEREAS, the Declarant is the owner in fee simple of certain real estate, described in Exhibit A, attached hereto and incorporated herein by this reference, located in the Town of Salem, Kenosha County, Wisconsin.

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

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

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

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

DOCUMENT NUMBER

1022640

ARTICLE ONE

DEFINITIONS

DECLARATION - CONDOMINIUM
RECORDED
at Kenosha County, Kenosha, WI 53140
Louise I Principe, Register of Deeds
on 5/02/1996 at 4:01 PM
960017258
PATC
REGDEED2 \$38.00

W. Prince Development
66 E. 9th
J. Macdonald Prince
53158

This document being re-recorded to reflect exhibits C and D and to reflect recording data of condominium plat recorded with declaration.

①

1. ACT: the **Condominium Ownership Act of the State of Wisconsin**, as amended from time to time.
2. ASSOCIATION: The **The Villas at Echo Lane Condominium Association**, a Wisconsin not-for-profit Corporation, its successors and/or assigns.
3. BOARD: the Board of Directors of the Association, as constituted at any time or from time to time.
4. BUILDING: That portion of the Condominium Property which consists of a structure which contains Dwelling Units, including the structural components of such structure, the entry ways, corridors, stairways, roof, laundry room, storage facilities, garage and other portions of the structure.
5. BY-LAWS: The By-Laws of the Association.
6. COMMON ELEMENTS: All Condominium Property as herein described, including any land so designated on any land or buildings added to the Condominium by the Declarant under the Declarant's right to expand the Condominium as herein set forth, excepting therefrom any Dwelling Unit.
7. COMMON EXPENSES: The expenses of administration (including management and professional services), maintenance, operation, repair, replacement, and landscaping of the Common Elements; the cost of additions, alterations, or improvements to the Common Elements; the cost of insurance required or permitted to be obtained by the Board; utility expenses related in any way to the Common Elements; any expenses designated as Common Expenses by the Act, this Declaration, Declarant, or the By-Laws; if not separately metered or charged to Owners of Dwelling Units, the cost of waste removal, water, sewer, or other necessary utility services to the Condominium Property; and any other expenses lawfully incurred by the Association for the common benefit of the Owners.
8. DECLARANT/DEVELOPER: **Prime Development, Inc., a Wisconsin Corporation**, its successors and/or assigns.
9. EXPANSION REAL ESTATE: The property described in Exhibit B, attached hereto and incorporated herein by this reference, together with any and all improvements thereto, and rights appurtenant thereto.
10. DWELLING UNIT: A part of the Condominium Property as described in Article Two.

11. LIMITED COMMON ELEMENTS: A portion or portions of the Common Elements which are designated by this Declaration or the Plat as being a Limited Common Element appurtenant to and for the exclusive use of the Owners of one or more, but less than all, Dwelling Units. Without limiting the foregoing, the Limited Common Elements assigned and appurtenant to each Dwelling Unit shall include the following ("Exclusive Limited Common Elements): (a) perimeter doors (including patio doors) and windows which serve the Dwelling Unit, (b) the interior surface of perimeter walls, ceilings and floors which define the boundary planes of the Dwelling Unit and (c) any system or component part thereof which serves the Dwelling Unit exclusively to the extent that such system or component part is located outside the boundaries of the Dwelling Unit. Any Patio adjoining a Dwelling Unit shall be a Limited Common Element Appurtenant to such Dwelling Unit. Each storage area, if any, assigned to a specific Dwelling Unit shall be limited Common Element appurtenant to such dwelling unit.
12. OWNER: An owner of record title in and to any dwelling unit, whether one or more persons, corporation, partnership, or other entity capable of legal ownership, but excluding those having such interest merely as security for the performance of an obligation. The Declarant shall be deemed to be an Owner with respect to each Dwelling Unit owned by the Declarant.
15. PLAT: The plat of survey attached hereto as Exhibit C, and such other plats as may be made a part hereof, which sets forth the measurements, elevations, and locations of the Condominium Property, and the location of the planes which constitute the perimeter boundaries of each Dwelling Unit, a distinguishing number or other symbol to identify each Dwelling Unit, and such other data as may be required by the Act.
- **
16. PROPERTY OR CONDOMINIUM PROPERTY: All the land, property, or space contained in Exhibit A, attached hereto, including all improvements thereto, all easements, rights, and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Owners, hereby or hereafter submitted and subjected to the provisions of this Declaration and the Act. Condominium Property shall include any land or buildings annexed to the condominium by the Declarant under the Declarant's rights to expand the Condominium as set forth more specifically in this Declaration.
17. TURNOVER DATE: The date on which any one of the following shall first occur:

- (a) 30 Days after Declarant has conveyed 75% of the interest in the common elements including all common elements appurtenant to units to be

- constructed on Expansion Real Estate, to purchasers for value; or
- (b) The expiration of 10 years from the date of the Recording of this Declaration; or
- (c) Any Date designated in written notice from the Developer to all of the Owners as being the Turnover Date.
18. UNDIVIDED INTEREST: The percentage of ownership interest in the Common Elements appurtenant to a Dwelling Unit as herein and hereafter allocated on Exhibit D, hereto, as Exhibit D may be amended from time to time. Unless otherwise stated in this Declaration, or any amendment hereto duly executed and recorded in the office of the Kenosha Register of Deeds, the percentage of ownership interest in the Common Elements appurtenant to each Dwelling Unit shall be equal to that of any other dwelling unit.
19. UNIT OWNERSHIP: A part of the Condominium Property consisting of one Dwelling Unit, and the undivided interest in the Common Elements, and Limited Common Elements appurtenant to such Dwelling Unit.
20. TOWN: The Town of Salem, Wisconsin, or any other entity which may from time to time be empowered to perform the functions or exercise the powers vested in the Town of Salem as of the date of the Recording of this Declaration.
21. VOTING MEMBER: The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in the By-Laws of the Association.

ARTICLE TWO

NAME OF CONDOMINIUM

The Condominium Property, and all property described in Exhibit A, attached hereto, and all property herein subject to the Act shall be identified as **THE VILLAS AT ECHO LANE**.

ARTICLE THREE

BUILDINGS AND DWELLING UNITS

1. Description of Buildings. Five (5) buildings will be constructed in the location as shown on the Condominium Plat attached to this Declaration as Exhibit A.

The condominium dwelling units in the buildings are called "units", and their boundaries are described in Section 2 of this Article Three. Each unit is connected to the municipal sewer system and has an individual hot water heater and individual heating and air conditioning systems. All utilities will be separately metered. Each building will be connected to a single private well for the purpose of furnishing water to each unit in that building. The cost of maintaining and repairing each well shall be allocated equally among the unit owners whose units are served by that well. Declarant shall have no liability to any unit owner or mortgagee of a unit for any failure to commence or complete construction of any units, common elements, limited common elements, buildings, or other improvements to the property or condominium.

2. Description of Units.

- A. Each unit has a letter and number designation, and the location and common area and limited common area to which it has access are shown on the Condominium Plat attached to this Declaration as Exhibit A. Working drawings and general specifications for the units are set forth within Exhibit A.
- B. The boundaries of each unit, including the garage space belonging to the unit, shall consist of that part of the cubic area of the building enclosed as follows:
 - 1. **Horizontal Boundaries:**
 - a. The upper boundaries of the units shall be the plane of the undecorated, finished, or the unfinished interior of the roof (including the attic area) and extended to an intersection with the vertical boundaries;
 - b. The lower boundaries of the unit shall be the plane of the undecorated, finished floor extended to an intersection with the vertical boundaries.
 - 2. **Vertical Boundaries:** The vertical boundaries of the unit shall be the plane of the undecorated, finished interior of the perimeter walls, including the first layer of dry wall and extending to intersections with each other and with the upper and lower boundaries.
- C. Each unit shall include the inner surfaces of the finished perimeter walls, ceilings and floors and all windows, moldings, window frames and doors (including all glass in doors and garage doors) in or

appurtenant to a unit.

- D. The structural portions of each building, any smoke detectors and fire alarms and the exterior surface of the garage door shall be common elements except as stated in Section 4C of this Article Three. Utility lines and plumbing equipment located outside of the units shall be repaired and maintained by and at the expense of the The Villas at Echo Lane Condominium Association. The heating and air conditioning systems and water heater for each unit shall be considered part of the unit and repaired and maintained by and at the expense of the unit owner.
- E. If any portion of the common or limited common elements shall encroach upon any unit, or if any unit shall encroach upon any other 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 the 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 units, 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. It is intended and understood that real estate taxes are to be separately taxed to each unit owner for his unit and his corresponding percentage of ownership in the common elements, as provided in the Act. In the event that for any year, such taxes are not separately taxed to each unit owner, but are taxed on the property as a whole, then each unit owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the common elements.
- G. Each unit owner shall pay for his own natural gas, cable TV, telephone, electricity, sewer and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the common expenses, except that a unit owner shall only be responsible for the pro-rata expenses relating to that particular water well which serves his unit.

- H. Each unit owner shall be responsible for his own insurance on the contents of his own unit, and his additions and improvements thereto and decorating and furnishings and personal property therein, and his personal property stored elsewhere on the property, and his personal liability, all to the extent not covered by the fire and liability insurance for all of the unit owners obtained as part of the common expenses.

ARTICLE FIVE

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

1. **OWNERSHIP.** Each Owner shall own an undivided interest in the Common Elements as a tenant-in-common with all other owners of Dwelling Units. The Common Elements shall remain undivided and no Owner shall bring any action for partition.
2. **USE OF COMMON ELEMENTS:**
 - A. Each Owner shall have the right to the exclusive use and possession of the Limited Common Elements which are appurtenant to said Owner's respective Dwelling Unit. Each Owner shall have the right to the non-exclusive use, in common with other Owners, of the Limited Common Elements which serve his Dwelling Unit and the Dwelling Units of such other Owners.
 - B. The rights to use and possess the Common Elements, including the Limited Common Elements, as herein provided, shall extend to each Owner, and the agents, servants, tenants and other permitted occupants of the Dwelling Unit, and invitees of each Owner and such rights and easements shall be subject to and governed by the provisions of the Act, this Declaration, the By-Laws, and the reasonable rules and regulations of the Board.
 - C. All decks, porches, balconies, patios and driveways immediately adjacent to any unit shall be a part of the common area and not a part of any individual unit; however, as limited common elements, each unit owner shall be entitled to the exclusive use and possession of that deck, balcony, patio and driveway, direct access to which is provided from his respective unit, or which is or are located outside of and adjoining his respective unit or is designated for such unit. A unit owner shall not paint or otherwise decorate or adorn or change the appearance of any such common element, deck, porch, balcony, patio, or driveway in any manner contrary to the rules and regulations

as may be established by The Villas at Echo Lane Townhomes and Villas Association.

- D. The rights to use and possess the Common Elements, including the Limited Common Elements, as herein provided, shall extend to each Owner, and the agents, servants, tenants, and other permitted occupants of the Dwelling Unit, and invitees of each Owner, and such rights and easements shall be subject to and governed by the provisions of the Act, this Declaration, the By-Laws, and the reasonable rules and regulations of the Board.
- E. The management of the common areas and limited common areas shall be controlled by The Villas at Echo Lane Condominium Association.

ARTICLE SIX

RESIDENTIAL USE AND LEASE OF UNIT

- 1. All units are restricted to residential use, except that the Declarant reserves the right to use not more than one unit as a sales model until all the units in the condominium are sold.
- 2. No owner shall lease or rent his unit for a term of less than ninety (90) days. Any owner who wishes to lease or rent his unit to any person not related by blood or marriage to the owner shall give to the The Villas at Echo Lane Condominium Association Board of Directors written notice of the proposed lessee/tenant. The Board of Directors may adopt rules and regulations concerning the lease of any unit not inconsistent with the foregoing provisions for the purpose of implementing and effectuating the foregoing provisions.

ARTICLE SEVEN

EASEMENTS

- 1. Utility and Access Easements: Each Owner of a Dwelling Unit, the Declarant and the Developer shall have a non-exclusive easement for access over and across walkways, entranceways and stairways located from time to time on the Condominium Property, including, without limitation, those stairways and walkways which provide access to public ways. All public and private utilities serving the Property are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers,

switching apparatus and other equipment, into and through the Condominium Property for the purpose of providing utility services to the Parcel and to adjacent property.

2. Additional Easements: (a) In addition to the easements provided for herein, the Board, on behalf of all the Owners, shall have the right and power to grant such easements with respect to the Common Elements (except the Limited Common Elements) as the Board deems advisable or proper, including without limitation, easements relating to installation and operation of satellite or any other communication systems, except cable television which is provided for below, and/or to cancel, alter, change or modify any easement which affects the Condominium Property and does not benefit an Owner such as the Board shall, in its discretion, determine. Without limiting the foregoing, until such time as Declarant no longer holds title to a Dwelling Unit, the Board shall grant such easements as the Developer or Declarant may from time to time request including, but not limited to, such easements as may be required to construct, keep and maintain improvements upon the Common Elements. Each Person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Unit Ownership, shall be deemed to grant a power coupled with an interest to the Board, as attorney-in-fact, to grant, cancel, alter, or otherwise change the easements provided for in this Section. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested to by the Secretary of the Association and duly Recorded.

(b) Notwithstanding anything herein to the contrary, the Developer and/or Declarant shall have the right and power to grant such easements for egress and ingress to the owners of adjacent property with respect to the Common Elements, as deemed advisable or proper.

ARTICLE EIGHT

Miscellaneous Provisions

1. Damage or Destruction. In the event eighty percent (80%) or more of the number of units of the property are destroyed or substantially damaged, action by The Villas at Echo Lane Condominium Association, by vote of seventy-five percent (75%) or more of the common interest taken within ninety (90) days after such damage or destruction, shall be necessary to determine to rebuild, repair, or restore the property as more fully described in the Bylaws of The Villas at Echo Lane Condominium Association. Damage or destruction to a lesser extent shall be repaired or restored pursuant to an arrangement by the Board of Directors of The Association as provided by

said Bylaws.

2. Compliance: All present and future owners and occupants of such owners, employees of owners, or any persons that in any manner use or come upon the property or any part thereof shall be subject to, and shall comply with, the provisions of this Declaration, the Articles and Bylaws of The Villas at Echo Lane Condominium Association and the rules and regulations adopted pursuant thereto, 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 unit shall constitute an acceptance of the provisions of such instruments, as they may be amended and in effect from time to time, by such owner or occupant. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, conveyance, or lease thereof. The enforcement thereof may be by such judicial proceedings as the Board of Directors of The Association may deem appropriate as well as by the provisions of the Wisconsin Condominium Ownership Act.
3. Future Easements: Declarant hereby reserves for The Villas at Echo Lane, acting by and in the discretion of its Board of Directors, the right to grant to the Town of Salem, Kenosha County, or public or semi-public utility companies, or any cable TV company serving the property, easements, and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes, cable and conduits for the transmission of electricity, telephone and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, and similar services, 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 property. Such easements and rights-of-way shall be confined, so far as possible, in underground pipes, cables, or other conduits, with the right to do whatever may be necessary to carry out the purposes for which this easement is created.
4. A perpetual easement is hereby granted for the free and uninterrupted access to the grounds hereinbefore described for any and all legally designated law enforcement agencies and fire departments for the performance of their duties.
5. A perpetual easement is hereby granted for the free and uninterrupted access to the grounds hereinbefore described for any and all legally designated representatives of the United States Postal Service for the performance of their duties.

6. Each unit owner shall have the right to mortgage or encumber his respective unit, together with his respective ownership interest in the common elements. No unit owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever any part thereof, except his own unit and his own respective interest in the common elements as aforesaid.

ARTICLE NINE

Amending Declaration.

1. This Declaration may be amended by the affirmative vote of seventy-five percent (75%) of all the unit owners and seventy-five percent (75%) of all mortgagees of units in the condominium.
2. The amendment shall be evidenced by an appropriate certificate entitling the same to be recorded. Declarant reserves the right, for itself and its successors and assigns, to amend this Declaration at any time and from time to time, without a vote of unit owners, to reflect the commencement or completion of units. Prior to completion of construction of units, Declarant shall be deemed the owner of the percentage interests in the common elements for all proposed units.
3. Except as provided in Section 13, no amendment shall change any unit's proportionate share of the common elements, common expenses, or voting rights, unless all owners of the condominium units shall approve thereof by a one hundred percent (100%) vote, nor shall any amendment change the rights of Declarant as contained in this Declaration.

ARTICLE TEN

Expandable Condominium

1. Intent: The Declarant reserves the right to expand the Condominium by adding additional property and additional units. Expansion of the Condominium is at the sole discretion of the Declarant. The Declarant is not obligated or committed to add any property or construct any additional units as part of the original Condominium, and the Unit Owners have no rights and are given no rights in respect to the expansion of the Condominium.
2. Expansion Property: The Expansion Property is described in Exhibit B, attached hereto. The Declarant reserves the right to add any or all of the Expansion Property to the Condominium.

Expansion Units: Twenty-four (24) Buildings may be added to the Condominium, and no more than Forty-eight (48) Dwelling Units may be added to the Condominium. The Declarant is not obligated to add any Buildings or construct any additional dwelling units as part of the original Condominium.

4. Time Allowed for Expansion: The right to expand the the Condominium shall reside solely with the Declarant for a period of Ten (10) years from the date of the recording of this instrument.
5. Common and Limited Common Elements: The percentage interests in the common elements, the liabilities for common expenses, the rights to common surplus, and the votes appurtenant to each Unit following the addition of any property and units to the original Condominium shall be shared by all owners of Dwelling Units on an equivalent basis.
6. Declarant's Rights and Control: All votes and voting rights appurtenant to undeclared and unconstructed units shall belong to and shall be controlled by the Declarant.

ARTICLE ELEVEN

Declarant's Rights

1. Declarant's Initial Rights: Until such time as the Board of Directors provided for in this Declaration is formed, and until thirty (30) days after Declarant shall have consummated the sale of units aggregating seventy-five (75%) of all unit ownerships, the Declarant, or its successor or assigns, shall exercise the powers, rights, duties, and functions of the Board of Directors and The Villas at Echo Lane; provided, however, that the Declarant may relinquish such said powers, rights, duties and functions at any time after consummating the sale of units aggregating fifty-one percent (51%) of all unit ownerships. Declarant shall interpret the foregoing.
2. Amendment of Declaration: Declarant reserves the right to amend this Declaration at any time upon reasonable notice to all Dwelling Unit Owners. Notwithstanding any provision to the contrary, the amending of this declaration shall be at the sole discretion of the Declarant.

IN WITNESS WHEREOF, the undersigned Declarant has caused this Declaration to be signed by the authorized members this 29 day of April, 1996.

Prime Development, Inc. a

Wisconsin Corporation

By: Robert B Clemen

By: Randy Fiore

STATE OF WISCONSIN

SS.

COUNTY OF

Personally came before me this 29 day of April, 1996, the above-named

RANDY FIORE AND ROBERT B CLEMEN

known to me to be the individual who executed the foregoing instrument and acknowledged the same.



This instrument drafted by:
Atty. Michael J. Minichowicz

Michael J. Minichowicz
NOTARY PUBLIC, STATE OF WISCONSIN
Print Name: Michael J. Minichowicz
My Commission: is permanent

EXHIBIT "A"

Description: Exterior

A parcel of land located in the NE 1/4 of the SW 1/4 of Section 13, T. 1 N., R. 20 E., Town of Salem, Kenosha County, Wisconsin, described as follows:

Commencing at the S 1/4 corner of said Section 13; thence N. 01°31'00" W. -- 2454.85 feet along the east line of the W 1/2 of said Section 13; thence S. 88°29'00" W. -- 661.58 feet to the point of beginning of lands to be described; thence S. 29°00'00" W. -- 77.08 feet; thence N. 87°00'00" E. -- 64.69 feet; thence S. 83°30'00" E. -- 291.63 feet; thence S. 51°04'15" E. -- 177.55 feet; thence S. 07°10'00" W. -- 529.02 feet; thence S. 55°03'27" W. -- 198.13 feet; thence N. 79°00'00" W. -- 580.53 feet; thence N. 00°53'00" E. -- 653.37 feet; thence N. 87°00'00" E. -- 225.37 feet; thence N. 29°00'00" E. -- 114.57 feet; thence 67.84 feet along the arc of a 40.00 foot radius curve to the left ($l < = 97°10'51"$, chord bearing S. 61°00'00" E., chord length 60.00 feet) to the point of beginning. Said parcel contains 12.41 acres.

Description: Phase I

A parcel of land located in the NE 1/4 of the SW 1/4 of Section 13, T. 1 N., R. 20 E., Town of Salem, Kenosha County, Wisconsin, described as follows:

Commencing at the S 1/4 corner of said Section 13; thence N. 01°31'00" W. -- 2454.85 feet along the east line of the W 1/2 of said Section 13; thence S. 88°29'00" W. -- 661.58 feet to the point of beginning of lands to be described; thence S. 29°00'00" W. -- 77.08 feet; thence N. 87°00'00" E. -- 64.69 feet; thence S. 83°30'00" E. -- 32.57 feet; thence S. 06°30'00" W. -- 126.50 feet; thence S. 39°24'54" E. -- 34.50 feet; thence S. 06°30'00" W. -- 136.50 feet; thence S. 65°51'00" W. -- 135.86 feet; thence N. 89°07'00" W. -- 115.37 feet; thence N. 22°17'03" W. -- 61.00 feet; thence N. 89°07'00" W. -- 126.50 feet; thence N. 00°53'00" E. -- 268.20 feet; thence N. 87°00'00" E. -- 225.37 feet; thence N. 29°00'00" E. -- 114.57 feet; thence 67.84 feet along the arc of a 40.00 foot radius curve to the left ($l < = 97°10'51"$, chord bearing S. 61°00'00" E., chord length 60.00 feet) to the point of beginning. Said parcel contains 2.89 acres.

EXHIBIT "B"

Description: Expansion Real Estate

A parcel of land located in the NE 1/4 of the SW 1/4 of Section 13, T. 1 N., R. 20 E., Town of Salem, Kenosha County, Wisconsin, described as follows:
Commencing at the S 1/4 corner of said Section 13; thence N. 01°31'00" W. -- 2454.85 feet along the east line of the W 1/2 of said Section 13; thence S. 88°29'00" W. -- 661.58 feet; thence S. 29°00'00" W. -- 77.08 feet; thence N. 87°00'00" E. -- 64.69 feet; thence S. 83°30'00" E. -- 32.57 feet to the point of beginning of lands to be described; thence S. 83°30'00" E. -- 259.06 feet; thence S. 51°04'15" E. -- 177.55 feet; thence S. 07°10'00" W. -- 529.02 feet; thence S. 55°03'27" W. -- 198.13 feet; thence N. 79°00'00" W. -- 580.53 feet; thence N. 00°53'00" E. -- 385.16 feet; thence S. 89°07'00" E. -- 126.50 feet; thence S. 22°17'03" E. -- 61.00 feet; thence S. 89°07'00" E. -- 115.37 feet; thence S. 00°53'00" W. -- 98.19 feet; thence S. 78°59'22" E. -- 145.95 feet; thence S. 63°58'18" E. -- 75.89 feet; thence N. 06°30'00" E. -- 203.82 feet; thence N. 83°30'00" W. -- 109.75 feet; thence N. 06°30'00" E. -- 136.50 feet; thence N. 39°24'54" W. -- 34.50 feet; thence N. 06°30'00" E. -- 126.50 feet to the point of beginning. Said parcel contains 8.70 acres.

EXHIBIT D

Description: Common Element

A parcel of land located in the NE 1/4 of the SW 1/4 of Section 13, T. 1 N., R. 20 E., Town of Salem, Kenosha County, Wisconsin, described as follows:

Commencing at the S 1/4 corner of said Section 13; thence N. 01°31'00" W. -- 2454.85 feet along the east line of the W 1/2 of said Section 13; thence S. 88°29'00" W. -- 661.58 feet; thence S. 29°00'00" W. -- 77.08 feet; thence N. 87°00'00" E. -- 64.69 feet; thence S. 83°30'00" E. -- 32.57 feet; thence S. 06°30'00" W. -- 126.50 feet; thence S. 39°24'54" E. -- 34.50 feet; thence S. 06°30'00" W. -- 136.50 feet to the point of beginning of lands to be described; thence S. 65°51'00" W. -- 135.86 feet; thence S. 00°53'00" W. -- 98.19 feet; thence S. 78°59'22" E. -- 145.95 feet; thence S. 63°58'18" E. -- 75.89 feet; thence N. 06°30'00" E. -- 203.82 feet; thence N. 83°30'00" W. -- 109.75 feet to the point of beginning. Said parcel contains 0.82 acres.

DOCUMENT NUMBER

1023791

DECLARATION - CONDOMINIUM
RECORDED
at Kenosha County, Kenosha, WI 531
Louise I Principe, Register of Deeds
on 5/15/1996 at 10:52 AM
960018897
PATC
REGDEED2 \$48.00

C.T.H. APT

ECHO LANE SUBDIVISION

ECHO LANE SUBDIVISION

EXHIBIT C, page 1

22ND PLACE

SOUTH LINE - NW 1/4

DEDICATED STREET RIGHT-OF-WAY
TO THE TOWN OF SALEM

CURVE DATA
RADIUS = 40.00
ANGLE = 77.051°
DEL. BEC. = 5.61000° E
CHORD = 60.00

CENTER -
SECTION 13-1-20
(CONCRETE MONUMENT
WITH BRASS CAP)
STATE PLANE COORDINATES:
NORTH 205,146.71
EAST 2,917,287.75

The Villas at Echo Lane

A CONDOMINIUM

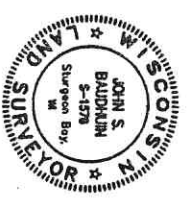
LOCATED IN:
THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF
SECTION 13, T. 1 N., R. 20 E., TOWN OF SALEM,
KENOSHA COUNTY, WISCONSIN

LIMITED COMMON ELEMENT



DELAWARE RESERVES THE RIGHT TO ALTER OR AMEND BUILDING LOCATIONS,
BUILDING SIZE AND PRIVATE ROAD LOCATION IN FUTURE PHASES.
NOTE:
BASIS OF BEARING IS GRID-NORTH OF THE STATE PLANE
COORDINATE SYSTEM, SOUTH ZONE.

S. 1/4 COR.
(CONCRETE MONUMENT
WITH BRASS CAP)
STATE PLANE COORDINATES:
NORTH 202,500.86
EAST 2,917,657.79



I, JOHN BAUGHMAN, REGISTERED LAND SURVEYOR FOR BAUGHMAN INCORPORATED,
DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE CONDOMINIUM DESCRIBED
ON ATTACHED SHEET, AND THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF.
I HAVE ALSO LOCATED THE PROPERTY, ITS EXISTING BOUNDARIES,
ADJACENT BOUNDARIES, ROADS AND VISIBLE DISCONTINUITIES, IF ANY.
I FURTHER CERTIFY THAT I AM A LICENSED LAND SURVEYOR AUTHORIZED TO
TO CORRECT THIS CERTIFICATE IS AFFIXED TO A CORRECT REPRESENTATION OF
THE CONDOMINIUM AS SURVEYED AND SHOWN ON THE ATTACHED SHEET, AND
OF EACH PART OF THE CONDOMINIUM AND COMMON ELEMENTS THEREOF CAN
BE DETERMINED FROM THE PLAN.

THIS SURVEY IS MADE FOR
THE PRESENT OWNERS OF
THE PROPERTY AND ALSO
FOR THE PURPOSE OF CORRECTING
TITLES HEREIN, FOR ONE
YEAR HERE OF.
DATED 4-16-76
J.S.B.
JOHN S. BAUGHMAN, R.S. 1578

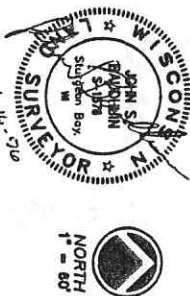
PREPARED FOR:
PRIME DEVELOPMENT, INC.
P.O. BOX 90
PLEASANT PRAIRIE, WI 53158

CENTER -
SECTION 13-1-20
(CONCRETE MONUMENT
WITH BRASS CAP)
STATE PLANE COORDINATES:
NORTH 205,146.71
EAST 2,517,587.73

The Villas at Echo Lane

A CONDOMINIUM

LOCATED IN:
THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF
SECTION 13, T. 1 N., R. 20 E., TOWN OF SALEM,
KENOSHA COUNTY, WISCONSIN



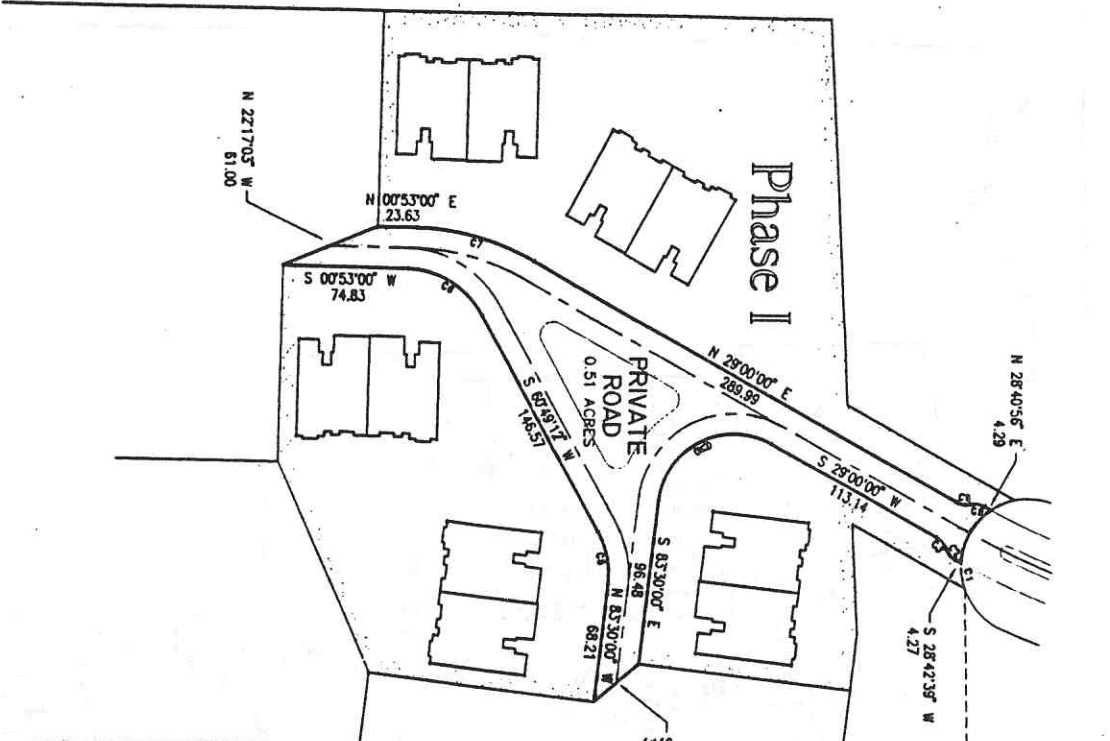
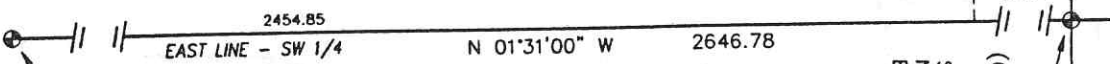
NOTE:

BASIS OF BEARING IS GRID-NORTH
OF THE STATE PLANE
COORDINATE SYSTEM, SOUTH ZONE.

S. 1/4 COR.
(CONCRETE MONUMENT
WITH BRASS CAP)
STATE PLANE COORDINATES:
NORTH 202,500.86
EAST 2,517,657.79

NUMBER	ARC	RADIUS	ANGLE	CHORD	CHORD
C1	15.28	40.00	21°52'52"	N 81°21'01" E	15.18
C2	8.67	12.00	41°24'35"	S 48°42'17" W	8.49
C3	8.67	12.00	41°24'35"	S 48°42'17" W	8.49
C4	88.36	45.00	112°30'00"	S 27°15'00" E	74.83
C5	32.38	52.00	35°40'48"	S 78°39'36" E	31.86
C6	54.40	52.00	59°56'12"	S 30°51'06" W	51.85
C7	73.61	150.00	28°07'00"	N 16°56'30" E	72.87
C8	8.67	12.00	41°24'35"	N 08°17'45" E	8.49
C9	8.67	12.00	41°24'35"	N 08°17'45" E	8.49
C10	80.36	45.00	112°30'00"	S 27°15'00" E	74.83

B.L.D. COR.	NORTHING	EASTING
1	204974.26	2517197.87
2	204917.62	2517191.42
3	204927.13	2517107.96
4	204983.77	2517114.41
5	204814.96	2517204.66
6	204758.33	2517196.21
7	204767.84	2517121.20
8	204624.47	2517114.75
9	204677.08	2517066.19
10	204677.96	2517064.90
11	204761.95	2517007.90
12	204818.72	2516900.20
13	204734.73	2516898.77
14	204735.61	2516841.77
15	204819.60	2516843.07
16	204910.56	2516974.27
17	204837.09	2516933.55
18	204864.72	2516883.70
19	204938.19	2516924.42
20	204894.19	2516819.26
21	205009.39	2517211.94
22	204721.43	2517204.07
23	204726.02	2516815.12
24		

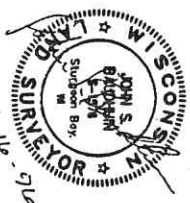


The Villas at Echo Lane

A CONDOMINIUM

EXHIBIT C, page 3

LOCATED IN:
THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF
SECTION 13, T. 1 N., R. 20 E., TOWN OF SALEM,
KENOSH COUNTY, WISCONSIN



Description: Exterior

A parcel of land located in the NE 1/4 of the SW 1/4 of Section 13, T. 1 N., R. 20 E., Town of Salem, Kenosha County, Wisconsin, described as follows:
Commencing at the S 1/4 corner of said Section 13; thence N. 01°31'00" W. -- 2454.85 feet along the east line of the W 1/2 of said Section 13; thence S. 88°29'00" W. -- 661.58 feet to the point of beginning of lands to be described; thence S. 29°00'00" E. -- 77.08 feet; thence N. 87°00'00" E. -- 64.69 feet; thence S. 83°30'00" E. -- 291.63 feet; thence S. 51°04'15" E. -- 177.55 feet; thence S. 07°10'00" W. -- 529.02 feet; thence S. 55°03'27" W. -- 198.13 feet; thence N. 79°00'00" W. -- 580.53 feet; thence N. 00°53'00" E. -- 653.37 feet; thence N. 87°00'00" E. -- 225.37 feet; thence N. 29°00'00" E. -- 114.57 feet; thence 67.84 feet along the arc of a 40.00 foot radius curve to the left (l) < 97°10'51", chord bearing S. 61°00'00" E., chord length 60.00 feet) to the point of beginning. Solid parcel contains 12.41 acres.

Description: Phase 1

A parcel of land located in the NE 1/4 of the SW 1/4 of Section 13, T. 1 N., R. 20 E., Town of Salem, Kenosha County, Wisconsin, described as follows:
Commencing at the S 1/4 corner of said Section 13; thence N. 01°31'00" W. -- 2454.85 feet along the east line of the W 1/2 of said Section 13; thence S. 88°29'00" W. -- 661.58 feet to the point of beginning of lands to be described; thence S. 29°00'00" E. -- 77.08 feet; thence N. 87°00'00" E. -- 64.69 feet; thence S. 83°30'00" E. -- 291.63 feet; thence S. 51°04'15" E. -- 177.55 feet; thence S. 07°10'00" W. -- 529.02 feet; thence S. 55°03'27" W. -- 198.13 feet; thence N. 79°00'00" W. -- 580.53 feet; thence N. 00°53'00" E. -- 653.37 feet; thence N. 87°00'00" E. -- 225.37 feet; thence N. 29°00'00" E. -- 114.57 feet; thence 67.84 feet along the arc of a 40.00 foot radius curve to the left (l) < 97°10'51", chord bearing S. 61°00'00" E., chord length 60.00 feet) to the point of beginning. Solid parcel contains 2.89 acres.

Description: Common Element

A parcel of land located in the NE 1/4 of the SW 1/4 of Section 13, T. 1 N., R. 20 E., Town of Salem, Kenosha County, Wisconsin, described as follows:
Commencing at the S 1/4 corner of said Section 13; thence N. 01°31'00" W. -- 2454.85 feet along the east line of the W 1/2 of said Section 13; thence S. 88°29'00" W. -- 661.58 feet; thence S. 29°00'00" E. -- 77.08 feet; thence N. 87°00'00" E. -- 64.69 feet; thence S. 83°30'00" E. -- 291.63 feet; thence S. 51°04'15" E. -- 177.55 feet; thence S. 07°10'00" W. -- 529.02 feet; thence S. 55°03'27" W. -- 198.13 feet; thence N. 79°00'00" W. -- 580.53 feet; thence N. 00°53'00" E. -- 653.37 feet; thence N. 87°00'00" E. -- 225.37 feet; thence N. 29°00'00" E. -- 114.57 feet; thence 67.84 feet along the arc of a 40.00 foot radius curve to the left (l) < 97°10'51", chord bearing S. 61°00'00" E., chord length 60.00 feet) to the point of beginning. Solid parcel contains 0.82 acres.

Description: Expansion, Real Estate

A parcel of land located in the NE 1/4 of the SW 1/4 of Section 13, T. 1 N., R. 20 E., Town of Salem, Kenosha County, Wisconsin, described as follows:
Commencing at the S 1/4 corner of said Section 13; thence N. 01°31'00" W. -- 2454.85 feet along the east line of the W 1/2 of said Section 13; thence S. 88°29'00" W. -- 661.58 feet; thence S. 29°00'00" E. -- 77.08 feet; thence N. 87°00'00" E. -- 64.69 feet; thence S. 83°30'00" E. -- 291.63 feet; thence S. 51°04'15" E. -- 177.55 feet; thence S. 07°10'00" W. -- 529.02 feet; thence S. 55°03'27" W. -- 198.13 feet; thence N. 79°00'00" W. -- 580.53 feet; thence N. 00°53'00" E. -- 653.37 feet; thence N. 87°00'00" E. -- 225.37 feet; thence N. 29°00'00" E. -- 114.57 feet; thence 67.84 feet along the arc of a 40.00 foot radius curve to the left (l) < 97°10'51", chord bearing S. 61°00'00" E., chord length 60.00 feet) to the point of beginning. Solid parcel contains 8.70 acres.

Description: Private Road

A parcel of land located in the NE 1/4 of the SW 1/4 of Section 13, T. 1 N., R. 20 E., Town of Salem, Kenosha County, Wisconsin, described as follows:
Commencing at the S 1/4 corner of said Section 13; thence N. 01°31'00" W. -- 2454.85 feet along the east line of the W 1/2 of said Section 13; thence S. 88°29'00" W. -- 661.58 feet; thence S. 29°00'00" E. -- 77.08 feet; thence N. 87°00'00" E. -- 64.69 feet; thence S. 83°30'00" E. -- 291.63 feet; thence S. 51°04'15" E. -- 177.55 feet; thence S. 07°10'00" W. -- 529.02 feet; thence S. 55°03'27" W. -- 198.13 feet; thence N. 79°00'00" W. -- 580.53 feet; thence N. 00°53'00" E. -- 653.37 feet; thence N. 87°00'00" E. -- 225.37 feet; thence N. 29°00'00" E. -- 114.57 feet; thence 67.84 feet along the arc of a 40.00 foot radius curve to the left (l) < 97°10'51", chord bearing S. 61°00'00" E., chord length 60.00 feet) to the point of beginning. Solid parcel contains 0.51 acres.

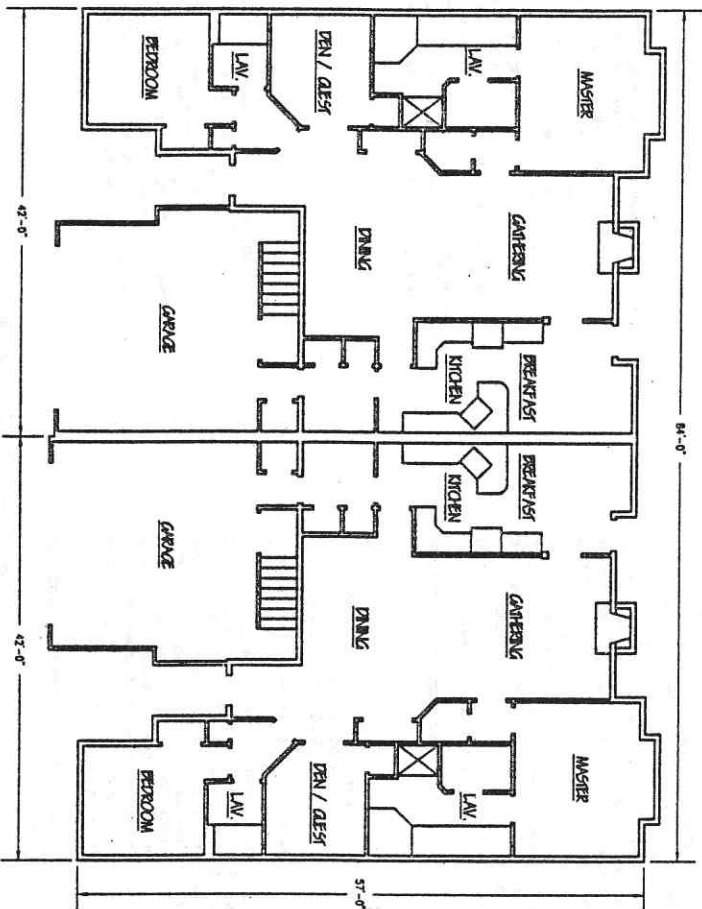
The Villas at Echo Lane

A CONDOMINIUM

LOCATED IN:
THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF
SECTION 13, T. 1 N., R. 20 E., TOWN OF SALEM,
KENOSHIA COUNTY, WISCONSIN

TYPICAL FLOOR PLAN

SCALE:
1" = 10'



AMENDMENT TO
DECLARATION OF CONDOMINIUM

THE VILLAS AT ECHO LANE

#1024278

THIS AMENDMENT TO DECLARATION is made and entered into by PRIME DEVELOPMENT, INC., a Wisconsin Corporation, hereinafter referred to as the "Declarant";

WITNESSETH

WHEREAS, the Declarant has caused to be executed a Declaration of Condominium for the Villas at Echo Lane; which Declaration was recorded on May 2, 1996, as Document No. 1022640 at the office of the Kenosha County Register of Deeds; and again recorded on May 15, 1996, as Document 1023791 (hereinafter "Declaration"); and

WHEREAS, the Declarant has caused to be recorded a Plat of Condominium for said condominiums at the office of the Kenosha County Register of Deeds, on May 2, 1996, as Document No. 1022639; and

WHEREAS, pursuant to Article Nine of said declaration, the Declarant, in its capacity as fee simple owner of any and all land and condominium units subject to said Plat and Declaration, desires to amend said Declaration for the purposes of ensuring that said declaration complies with the provisions of Section 703.09, Wisconsin Statutes;

NOW, THEREFORE, the Declarant, as the holder of title of said real estate hereinafter described, and for the purpose hereinabove and hereinafter set forth, Declares as follows:

ARTICLE ONE, Section 16 is hereby amended to read as follows:

16. PROPERTY OR CONDOMINIUM PROPERTY: All the land, property, or space contained in Exhibit A, attached hereto, including all improvements thereto, all easements, rights, and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Owners, hereby or hereafter submitted and subjected to the provisions of this Declaration and the Act.

Exhibit A is hereby amended to read as Exhibit A, attached to this Amendment of Declaration.

ARTICLE TWO is hereby amended to read as follows:

NAME OF CONDOMINIUM

Return: numbers

The Condominium Property, and all property described in Exhibit A, attached hereto, and all property herein subject to the Act shall be identified as **THE VILLAS AT ECHO LANE, A CONDOMINIUM.**

ARTICLE THREE, Section 2, paragraph lettered "A." is hereby amended to read as follows:

- A. Each unit has a letter and number designation, and the location and common area and limited common area to which it has access are shown on the Condominium Plat attached to this Declaration as Exhibit C. Working drawings and general specifications for the units are set forth within Exhibit C.

Exhibit C is attached to this Amendment of Declaration for reference.

The following Section No. 3 shall be added to ARTICLE THREE:

3. **VOTING RIGHTS:** The Owner of a Dwelling Unit, including the Declarant, shall be a member of the Association and subject to its rules and regulations either upon issuance of a final occupancy permit for said Dwelling Unit by the Town of Salem, or when a particular unit is conveyed by the Declarant to an owner, whichever is sooner. **Each Dwelling unit shall have one vote on matters submitted by the association for decision, regardless of the number of owners of that Dwelling Unit.**

ARTICLE FOUR: the following Article Four is hereby added to the Declaration

ARTICLE FOUR

1. **SERVICE OF PROCESS AND ADDRESS:** Service of Process on the Declarant or the Association shall be made upon Randy Fiore, 9249 Green Bay Rd., Kenosha, WI, 53142, until all units have been sold and conveyed, at which time the Association may designate a successor registered agent by the vote of a majority of a quorum present at any meeting of the association.
2. **CHANGE OF ADDRESS:** In the event it becomes necessary for the registered agent or the Declarant to change the address of the office of the registered agent or of the Declarant, then the Declarant or the Registered agent shall give not less than 30 days written notice to the Owners of all Dwelling Units sold or conveyed at that time.

ARTICLE SEVEN, Section 7, paragraph b is hereby deleted.

ARTICLE NINE, Section 1 is hereby amended to read as follows:

1. This Declaration may be amended by the affirmative vote of seventy-five percent (75%) of all the unit owners; a unit owner's affirmative vote is not affected unless it is approved by the mortgagee of the unit, if any.

ARTICLE TEN, Section 6 is hereby deleted.

ARTICLE ELEVEN, Section 2 is hereby deleted.

IN WITNESS WHEREOF, the undersigned Declarant has caused this Amendment of Declaration to be signed by the authorized officers this 15th day of May, 1996.

Prime Development, Inc. a

Wisconsin Corporation

By:

By:

STATE OF WISCONSIN

ss.

COUNTY OF

Personally came before me this 15 day of May, 1996, the above-named

RANDY FEORE AND Robert Clonan

known to me to be the individual who executed the foregoing instrument and acknowledged the same.



NOTARY PUBLIC, STATE OF WISCONSIN

Print Name: Michael J. Michowicz

My Commission: is permanent

EXHIBIT A

Description: Phase I

A parcel of land located in the NE 1/4 of the SW 1/4 of Section 13, T. 1 N., R. 20 E., Town of Salem, Kenosha County, Wisconsin, described as follows:
Commencing at the S 1/4 corner of said Section 13; thence N. 01°31'00" W. -- 2454.85 feet along the east line of the W 1/2 of said Section 13; thence S. 88°29'00" W. -- 661.58 feet to the point of beginning of lands to be described; thence S. 29°00'00" W. -- 77.08 feet; thence N. 87°00'00" E. -- 64.69 feet; thence S. 83°30'00" E. -- 32.57 feet; thence S. 06°30'00" W. -- 126.50 feet; thence S. 39°24'54" E. -- 34.50 feet; thence S. 06°30'00" W. -- 136.50 feet; thence S. 65°31'00" W. -- 135.86 feet; thence N. 89°07'00" W. -- 115.37 feet; thence N. 22°17'03" W. -- 61.00 feet; thence N. 89°07'00" W. -- 126.50 feet; thence N. 00°53'00" E. -- 268.20 feet; thence N. 87°00'00" E. -- 225.37 feet; thence N. 29°00'00" E. -- 114.57 feet; thence 67.84 feet along the arc of a 40.00 foot radius curve to the left ($I < = 97°10'51"$, chord bearing S. 61°00'00" E., chord length 60.00 feet) to the point of beginning. Said parcel contains 2.89 acres.

Description: Common Element

A parcel of land located in the NE 1/4 of the SW 1/4 of Section 13, T. 1 N., R. 20 E., Town of Salem, Kenosha County, Wisconsin, described as follows:
Commencing at the S 1/4 corner of said Section 13; thence N. 01°31'00" W. -- 2454.85 feet along the east line of the W 1/2 of said Section 13; thence S. 88°29'00" W. -- 661.58 feet; thence S. 29°00'00" W. -- 77.08 feet; thence N. 87°00'00" E. -- 64.69 feet; thence S. 83°30'00" E. -- 32.57 feet; thence S. 06°30'00" W. -- 126.50 feet; thence S. 39°24'54" E. -- 34.50 feet; thence S. 06°30'00" W. -- 136.50 feet to the point of beginning of lands to be described; thence S. 65°31'00" W. -- 135.86 feet; thence S. 00°53'00" W. -- 98.19 feet; thence S. 78°59'22" E. -- 145.95 feet; thence S. 63°58'18" E. -- 75.89 feet; thence N. 06°30'00" E. -- 203.82 feet; thence N. 83°30'00" W. -- 109.75 feet to the point of beginning. Said parcel contains 0.82 acres.

subject to the use, occupancy and other regulations and all benefits and obligations provided in the Declaration of Condominium for the Villas at Echo Lane Condominiums, and as it may be amended, and in the Bylaws for the Villas at Echo Lane Community Association.

4. Except as set forth herein, all provisions of the Declaration of Condominium described above shall be and are continued in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has caused this Amendment of Declaration to be signed by the authorized officers this 17 day of April, 1997.

Prime Development, Inc. a

Wisconsin Corporation

By: Robert B. Clemen, President

By: Randy Fiore as Vice President

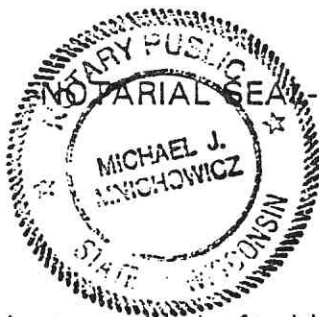
STATE OF WISCONSIN

ss.

COUNTY OF KENOSHA

Personally came before me this 17 day of April, 1994, the above-named

Robert B. Clemen and Randy Fiore
known to me to be the individuals who executed the foregoing instrument and acknowledged the same.



This instrument drafted by:
Atty. Michael J. Mnichowicz

Michael J. Mnichowicz
NOTARY PUBLIC, STATE OF WISCONSIN

Print Name: Michael J. Mnichowicz
My Commission: is permanent

SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR
THE VILLAS AT ECHO LANE, A CONDOMINIUM

THIS AMENDMENT TO DECLARATION is made and entered into by PRIME DEVELOPMENT, INC., a Wisconsin Corporation, hereinafter referred to as the "Declarant";

WITNESSETH

WHEREAS, the Declarant has caused to be executed a Declaration of Condominium for the Villas at Echo Lane; which Declaration was recorded on May 2, 1996, as Document No. 1022640 at the office of the Kenosha County Register of Deeds; and again recorded on May 15, 1996, as Document 1023791 (hereinafter "Declaration"); and which declaration was subsequently amended by Amendment to Declaration recorded on May 20, 1996, as Document NO. 1024278; and

WHEREAS, pursuant to Article Ten of the Declaration of Condominium, and as amended, the Declarant reserved the right to expand the condominium into and upon a certain area described in the Condominium Declaration and on the Condominium Plat; and

WHEREAS, the undersigned Declarant desires to expand the Condominium pursuant to the provisions of the Declaration of Condominium.

NOW, THEREFORE, the Declarant, as the holder of title of said real estate hereinafter described, and for the purpose hereinabove and hereinafter set forth, Declares as follows:

1. A portion of the real described as "Expansion Real Estate" on Exhibit B to the original Declaration of Condominium for the Villas at Echo Lane, and more particularly described as "Phase II" on Sheet 3 of Exhibit A attached hereto, is hereby submitted and subjected to the provisions of the Condominium Ownership Act of the State of Wisconsin and is added to the Villas at Echo Lane, a Condominium, and shall hereafter be a part thereof.

2. Exhibit A, consisting of sheets 1, 2 and 3, attached hereto and made a part hereof, consists of a copy of the Condominium Plat describing the location and number of buildings and units constructed and/or to be constructed on the area to be added to the condominium, the legal description of the portion of the Expansion Real Estate added to the Condominium, and the legal description of the remaining Expansion Real Estate of the Condominium.

3. Condominium Units 6A, 6B, 7A, 7B, 8A, 8B, 9A & 9B, shall be

ECHE. LAJE SUBDIVISION

CURVE DATA
RADIUS = 40.00
1 ANGLE = 97.10.31"
CHD BRG. = S 61.00.00" E
CHORD = 60.00

SECTION 13-1-
(CONCRETE MONUMENTS)
WITH BRASS CAPS
STATE PLANE COORDINATES
NORTH 205.146 71
EAST 2,517,587.73

PLAT-DIVERSIZE CONDOMINIUM
RECORDED
at Kenosha County, Kenosha, WI 53140
Louise I Principe, Register of Deeds
on 4/18/1997 at 11:24 AM
970014573 26.00
L07C REGRVTC

1. **28 LIMITED COMMON ELEMENT**

NOTE

BASIS OF BEARING IS GRID-NORTH OF THE STATE PLANE
 COORDINATE SYSTEM. SCOUTI ZONE

S. 1/4 COR
SECTION 13-1-20
(CONCRETE MONUMENT
WITH BRASS CAP)
STATE PLANE COORDINATES
NORTH 202.500 86
EAST 2,517.657 79

[illegible]

THIS SLURRY IS MADE FOR THE PRESENT OWNERS OF THE PROPERTY AND ALSO HOLES AND PARCHES, WORKS OR CEMENTS IN THE FLOOR FOR ONE YEAR MORE OF.

MADE 1-15-97

JOHN S. BULLOCK RLS 1576

PREPARED FOR:
PRIME DEVELOPMENT, INC.
P.O. BOX 90
PLEASANT PRAIRIE, WI 53158

CW: C:\MSOFFICE\EXCEL\97-03
JOB NO. 15028
SHEET 1 OF 1-14-97

DOCUMENT NUMBER

1094056

AMEND DECLARATION CONDO

RECORDED

at Kenosha County, Kenosha,

Louise I Principe, Register

on 4/23/1998 at 10:29 AM

9800182EB

RECDED2

PATC

WI 531

of Deer

\$14.0

Name and Return Address

Prime Development, Inc

P.O. Box 90

Pleasant, Prairie, WI 53158

65-4120-133-0105

Parcel LD. Number

THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR
THE VILLAS AT ECHO LANE, A CONDOMINIUM

This Document consists of Two (2) pages, including signatures
and an attached Exhibit A, consisting of Three (3) pages.

This page is part of a legal Document . . DO NOT REMOVE

**THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM
THE VILLAS AT ECHO LANE, a condominium**

THIS AMENDMENT TO DECLARATION is made and entered into by PRIME DEVELOPMENT, INC., a Wisconsin Corporation, hereinafter referred to as the "Declarant";

WITNESSETH

WHEREAS, the Declarant has caused to be executed a Declaration of Condominium for the Villas at Echo Lane; which Declaration was recorded on May 2, 1996, as Document No. 1022640 at the office of the Kenosha County Register of Deeds; and again recorded on May 15, 1996, as Document 1023791 (hereinafter "Declaration"); and which declaration was subsequently amended by Amendment to Declaration recorded on May 20, 1996, as Document NO. 1024278; and which declaration was subsequently amended by amendment to Declaration recorded on April 18, 1997 as document No. 1054897; and *Condo Phase II #1094055*

WHEREAS, pursuant to Article Ten of the Declaration of Condominium, and as amended, the Declarant reserved the right to expand the condominium into and upon a certain area described in the Condominium Declaration and on the Condominium Plat; and

WHEREAS, the undersigned Declarant desires to expand the Condominium pursuant to the provisions of the Declaration of Condominium.

NOW, THEREFORE, the Declarant, as the holder of title of said real estate hereinafter described, and for the purpose hereinabove and hereinafter set forth, Declares as follows:

1. A portion of the real described as "Expansion Real Estate" on Exhibit B to the original Declaration of Condominium for the Villas at Echo Lane, and more particularly described as "Phase III" on Sheet 3 of Exhibit A attached hereto, is hereby submitted and subjected to the provisions of the Condominium Ownership Act of the State of Wisconsin and is added to the Villas at Echo Lane, a Condominium, and shall hereafter be a part thereof.

2. Exhibit A, consisting of sheets 1, 2 and 3, attached hereto and made a part hereof, consists of a copy of the Condominium Plat describing the location and number of buildings and units constructed and/or to be constructed on the area to be added to the condominium, the legal description of the portion of the Expansion Real Estate added to the Condominium, and the legal description of the remaining Expansion Real Estate of the Condominium.

3. Condominium Units 10A, 10B, 12A, 12B, 14A, 14B, 16A, 16B, 17A & 17B shall be subject to the use, occupancy and other regulations and all benefits and obligations provided in the Declaration of Condominium for the Villas at Echo Lane Condominiums, and as it may be amended, and in the Bylaws for the Villas at Echo Lane Community Association.

4. Except as set forth herein, all provisions of the Declaration of Condominium described above shall be and are continued in full force and effect.

NESS WHEREOF, the undersigned Declarant has caused this Amendment of Declaration to be signed
authorized officers this 15th day of April, 1998.

Prime Development, Inc. a Wisconsin Corporation

By: Robert B. Clemens Pres.

By: Randy Fiore

STATE OF WISCONSIN - COUNTY OF KENOSHA

Personally came before me this 15th day of April, 1998, the above named
ROBERT CLEMENS & RANDY FIORE known to me to be the individuals who
executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WISCONSIN

Print name: ANTONETTE SEITZ

My commission expires: 4-25-99

This instrument drafted by:
Randy Fiore

Phase III The Villas at Echo Lane A CONDOMINIUM

LOCATED IN:
THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF
SECTION 13, T. 1 N., R. 20 E., TOWN OF SALEM,
KENOSHA COUNTY, WISCONSIN

Description: Phase III

A parcel of land located in the NE 1/4 of the SW 1/4 of Section 13, T. 1 N., R. 20 E., Town of Salem, Kenosha County, Wisconsin, described as follows:
Commencing at the S 1/4 corner of said Section 13; thence N. 01°31'00" W. --- 1654.73 feet along the east line of the SW 1/4 of said Section 13; thence S. 88°29'00" W. --- 377.75 feet to the point of beginning of lands to be described; thence S. 55°03'27" W. --- 95.41 feet; thence N. 79°00'00" W. --- 580.53 feet; to a point on the southerly line of phase II; said line is also the westerly line of phase III; thence along said line as follows: N. 53°24'34" E. --- 127.46 feet; thence S. 84°20'52" E. --- 2.21 feet; thence N. 48°31'11" E. --- 80.66 feet; thence N. 25°37'35" E. --- 18.66 feet; thence 46.44 feet along the arc of a 61.00 foot radius curve to the left (1 < = 43°37'03"; chord length = 45.32 feet; chord bearing = S. 57°11'28" E.); thence S. 79°00'00" E. --- 293.89 feet; thence 48.91 feet along the arc of a 61.00 foot radius curve to the left (1 < = 45°56'33"; chord length = 47.61 feet; chord bearing = N. 78°01'43" E.); thence S. 34°56'33" E. --- 166.12 feet to the point of beginning. Said parcel contains 2.03 acres.

Description: Expansion, Red Estate

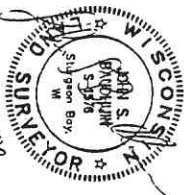
A parcel of land located in the NE 1/4 of the SW 1/4 of Section 13, T. 1 N., R. 20 E., Town of Salem, Kenosha County, Wisconsin, described as follows:
Commencing at the S 1/4 corner of said Section 13; thence N. 01°31'00" W. --- 2454.85 feet along the east line of the SW 1/4 of said Section 13; thence S. 88°29'00" W. --- 681.58 feet; thence S. 29°00'00" W. --- 77.08 feet; thence N. 87°00'00" E. --- 64.89 feet; thence S. 83°30'00" E. --- 32.57 feet to the point of beginning of lands to be described; thence S. 83°30'00" E. --- 258.06 feet; thence S. 51°04'15" E. --- 177.55 feet; thence S. 07°10'00" W. --- 528.02 feet; thence S. 85°03'27" W. --- 102.72 feet; thence N. 34°56'33" W. --- 166.12 feet; thence 48.91 feet along the arc of a 61.00 foot radius curve to the right (1 angle = 45°56'33"; chord length = 47.61 feet; chord bearing = S. 78°01'43" W.); thence N. 79°00'00" W. --- 293.89 feet; thence 46.44 feet along the arc of a 61.00 foot radius curve to the right (1 angle = 43°37'03"; chord length = 45.32 feet; chord bearing = N. 57°11'28" W.); thence N. 25°37'35" E. --- 73.39 feet; thence N. 80°20'27" E. --- 58.81 feet; thence N. 25°37'35" E. --- 145.85 feet; thence S. 83°58'18" E. --- 75.89 feet; thence N. 06°30'00" E. --- 203.82 feet; thence N. 83°30'00" W. --- 109.75 feet; thence N. 06°30'00" E. --- 136.50 feet; thence N. 39°24'54" W. --- 34.50 feet; thence N. 06°30'00" E. --- 126.50 feet to the point of beginning. Said parcel contains 5.20 acres.

Description: Private Road

A parcel of land located in the NE 1/4 of the SW 1/4 of Section 13, T. 1 N., R. 20 E., Town of Salem, Kenosha County, Wisconsin, described as follows:
Commencing at the S 1/4 corner of said Section 13; thence N. 01°31'00" W. --- 1654.73 feet along the east line of the SW 1/4 of said Section 13; thence S. 88°29'00" W. --- 377.75 feet to a point on the easterly line of Phase III; thence along said easterly line as follows: N. 34°56'33" W. --- 127.12 feet to the point of beginning of lands to be described; thence 80.18 feet along the arc of a 100.00 foot radius curve to the right (1 < = 45°56'33"; chord length = 78.05 feet; chord bearing = S. 78°01'43" W.); thence N. 79°00'00" W. --- 293.89 feet; thence 48.91 feet along the arc of a 100.00 foot radius curve to the right (1 < = 37°31'11"; chord length = 64.32 feet; chord bearing = N. 80°14'25" W.); thence N. 48°31'11" E. --- 24.00 feet; thence 48.77 feet along the arc of a 76.00 foot radius curve to the left (1 < = 37°31'11"; chord length = 48.88 feet; chord bearing = S. 60°14'25" E.); thence S. 79°00'00" E. --- 293.89 feet; thence 60.84 feet along the arc of a 76.00 foot radius curve to the left (1 < = 45°56'33"; chord length = 59.32 feet; chord bearing = N. 78°01'43" E.); thence S. 34°56'33" E. --- 24.00 feet to the point of beginning. Said parcel contains 0.23 acres.

Description: Common Element

A parcel of land located in the NE 1/4 of the SW 1/4 of Section 13, T. 1 N., R. 20 E., Town of Salem, Kenosha County, Wisconsin, described as follows:
Commencing at the S 1/4 corner of said Section 13; thence N. 01°31'00" W. --- 2454.85 feet along the east line of the SW 1/4 of said Section 13; thence S. 88°29'00" W. --- 681.58 feet; thence S. 29°00'00" W. --- 77.08 feet; thence N. 87°00'00" E. --- 64.89 feet; thence S. 83°30'00" E. --- 32.57 feet; thence S. 06°30'00" W. --- 126.50 feet; thence S. 39°24'54" E. --- 34.50 feet; thence S. 06°30'00" W. --- 136.50 feet to the point of beginning of lands to be described; thence S. 65°51'00" W. --- 135.88 feet; thence S. 00°53'00" W. --- 88.19 feet; thence S. 75°59'22" E. --- 145.85 feet; thence S. 83°58'18" E. --- 75.89 feet; thence N. 06°30'00" E. --- 203.82 feet; thence N. 83°30'00" W. --- 109.75 feet to the point of beginning. Said parcel contains 0.82 acres.



ECHO LA SUBDIVISION

226TH COURT

ECHO LA SUBDIVISION

SOUTH LINE - NW 1/4

DEDICATED STREET RIGHT-OF-WAY
TO THE TOWN OF SALEM

CURVE DATA
RADIUS = 40.00
ANGLE = 97.051°
CHD. BRG. = S 61°00'00" E
CHORD = 60.00

CENTER -
SECTION 13-1-20
(CONCRETE MONUMENT
WITH BRASS CAP)
STATE PLANE COORDINATES:
NORTH 205,146.71
EAST 2,517,587.73

The Villas at Echo La A CONDOMINIUM

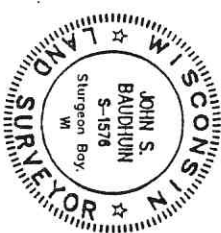
Phase III
LOCATED IN:
THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 C
SECTION 13, T. 1 N., R. 20 E., TOWN OF SALEM
KENOSHA COUNTY, WISCONSIN
LIMITED COMMON ELEMENT

NORTH
1" = 100'



DECLARANT RESERVES THE RIGHT TO ALTER OR AMEND BUILDING LOCATIONS
BUILDING SIZE AND PRIVATE ROAD LOCATION IN FUTURE PHASES.
NOTE:
BASIS OF BEARING IS GRID-NORTH OF THE STATE PLANE
COORDINATE SYSTEM, SOUTH ZONE.

 = LIMITED COMMON ELEMENT



THIS SURVEY IS MADE FOR
THE PRESENT OWNERS OF
THE PROPERTY AND ALSO
THOSE WHO PURCHASE
MORTGAGE OR GUARANTEE
THERE TO, FOR ONE
YEAR HERE OF:

DATE 4-2-94

John S. Baughman
JOHN S. BAUGHMAN RLS 1576

PREPARED FOR:
IME DEVELOPMENT, INC.
P.O. BOX 90
SAINT PRAIRIE, WI 53158

Phase II
1.47 ACRES

Phase I
2.89 ACRES

COMMON
ELEMENT
0.82 ACRES

EXPANSION
REAL ESTATE
5.20 ACRES

Phase III
2.03 ACRES

SECTION 13-1-20
(CONCRETE MONUMENT
WITH BRASS CAP)
STATE PLANE COORDINATES:
NORTH 202,500.86
EAST 2,517,657.79

SHEET 1

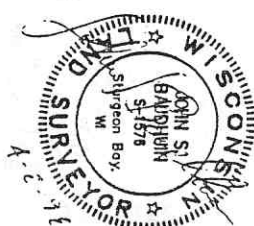
JOB NO. 15
3-10

Phase III The Villas at Echo Lane A CONDOMINIUM

LOCATED IN:
THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF
SECTION 13, T. 1 N., R. 20 E., TOWN OF SALEM,
KENOSHA COUNTY, WISCONSIN

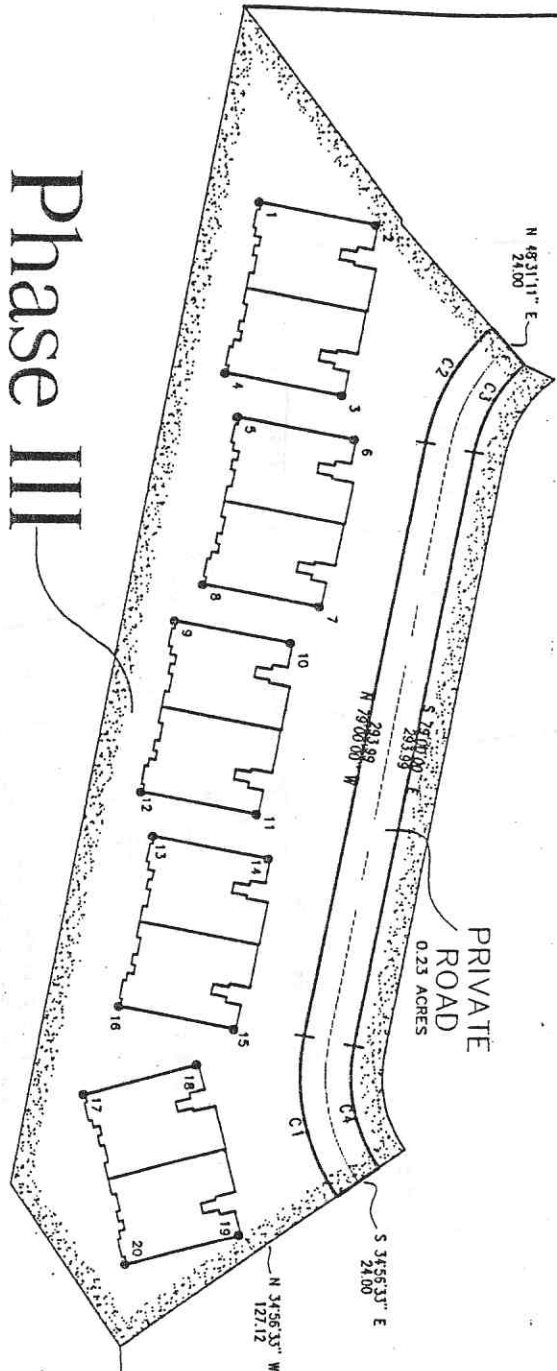


CENTER -
SECTION 13-1-24
(CONCRETE MONUMENT
WITH BRASS CAP)



NOTE:
BASIS OF BEARING IS GRID-NORTH
OF THE STATE PLANE
COORDINATE SYSTEM, SOUTH ZONE.

NUMBER	RAD =	CHD. LENGTH =	CHD. BRG. =	ARC
C1	100.00	45.56'33"	S 78°01'43" W	80.18
C2	100.00	37.31'11"	N 60°14'25" W	65.48
C3	76.00	37.31'11"	S 60°14'25" E	49.77
C4	76.00	45.56'33"	N 78°01'43" E	60.94



Node	North	East
1	201349.54	231460.64
2	201405.49	231461.51
3	201389.47	231466.97
4	201333.51	231466.09
5	201339.51	231470.63
6	201395.47	231471.81
7	201379.44	231480.97
8	201373.49	231479.09
9	201309.85	231480.71
10	201365.81	231481.69
11	201349.78	231490.15
12	201293.82	231489.07
13	201299.82	231492.28
14	201335.76	231491.81
15	201339.75	231500.54
16	201339.80	231499.47
17	201266.80	231503.30
18	201322.00	231502.11
19	201342.93	231510.36
20	201287.72	231511.66

S. 1/4 COR.
WITH BRASS CAP

STATE PLANE COORDIN.
NORTH 202,500.86
EAST 2,517,657.79

WELL AGREEMENT
THE VILLAS AT ECHO LANE, UNITS XA AND XB

THIS AGREEMENT, is made this _____ day of _____, 1997, by and between PRIME DEVELOPMENT, INC., A WISCONSIN CORPORATION, hereinafter "Party of the First Part"; and _____, hereinafter "Party of the Second Part".

WHEREAS the undersigned Party of the First Part is the owner of a certain parcel of land described as **Parcel I** in "Exhibit A", attached hereto and incorporated by this reference; and

WHEREAS the undersigned Party of the Second Part is the owner of a certain parcel of land described as **Parcel II** in said "Exhibit A"; and

WHEREAS there is located on the limited common elements appurtenant to the units described as **Parcel I** and **Parcel II** (as such limited common elements are described in the Condominium Declaration, below) a well and pump which provides potable water to each of the lots described in **Parcel I** and **Parcel II**; and it is the intention of all parties hereto that said well and pump continue to furnish water in unlimited quantities for the domestic use of each and every owner of the lots described as **Parcel I** and **Parcel II**;

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Party of the First Part and Party of the Second Part hereby agree and covenant as follows:

1. **CONDOMINIUM DECLARATION.** If any term or obligation of this agreement conflicts with any term or obligation of the **Declaration of Condominium for the Villas at Echo Lane** ("Condominium Declaration"), recorded on May 2, 1996, as Document No. 1022640, and again recorded on May 15, 1996, as Document No. 1023791, as amended by Amendment to Declaration of Condominium, recorded on May 20, 1996, as Document No. 1024278, then the provision of the Condominium Declaration shall be the controlling provision. Invalidity or non-enforceability of any term or obligation of this agreement shall not invalidate any remaining term or obligation.

2. This Agreement shall terminate only upon the agreement of all the Parties herein, their heirs, successors and/or assigns, or when municipal water lines are available to all the land described with more particularity in "Exhibit A" attached hereto.
3. The Parties shall contribute equally to the cost of the repairs, maintenance, and necessary improvements of the well system, and of the common lines carrying the aforesaid water, including the purchase of a new pump and also the cost of extending the depth of the well, if and when either or both actions become necessary. It is further agreed that the sharing of costs of maintenance and repair is to cover only the well and common lines of said water system, and that the maintenance and repair of any separate lines which service only one parcel or home are to be paid by the owner of that lot or home.
4. The Parties agree that they shall employ a person, or persons or business which is responsible and experienced in the general maintenance and repair of wells and water lines to conduct necessary repairs to same.
5. If and when a public water system becomes available to the land described in "Exhibit A" attached hereto, and the municipality requires the Parties to cap the aforesaid well, this agreement shall become null and void.
6. The water from the well is to be used by all Parties herein only for normal household and yard purposes.
7. The provisions of this Agreement are only intended to provide for the use of the well in existence and use at the time this Agreement is made.
8. The Parties to this agreement shall have the right to cross each other's property for the purpose of maintaining the pipe lines and pumping equipment, but each party agrees that if he or she is obliged to excavate the property of another for any type of maintenance and repair, he or she shall at his or her own expense, repair or replace any concrete, lawns, soil, gravel, crushed rock, blacktop or any other surfacing or structure which may be removed or damaged by the maintenance, repair or replacement of any pipe or pumping equipment, and that he or she shall restore the property to the same condition as it was before said maintenance, replacement or repair.
9. Electrical service to the pump serving the well shall be provided and metered independently of any electrical service provided to the dwelling units on either **Parcel I** or **Parcel II**. The owners of each dwelling unit shall pay for electrical service provided to the well according to each dwelling unit's pro-rata use of water as determined by flowage meters attached to pipes servicing each dwelling unit. All billing statements for the provision of electrical service to the well system shall be mailed to the appropriate mailing address for the dwelling unit described as **Parcel II** on Exhibit A. The record owner of **Parcel I** shall pay to the record owner of **Parcel II** the pro-rata share, attributable to **Parcel I**, of any amounts owing on any bills or statements for the provision of electric service to the well system within fifteen days of receipt of written notice of any amounts owing thereunder. Written notice shall be given in hand or

placed, postage prepaid, in any depository of the U.S. Postal Service.

10. If any owner of either **Parcel I** or **Parcel II** shall fail to pay their pro-rata share of any well system expenses without good cause, then such non-paying owner shall be liable in any action at law or in equity for such failure. "Good cause" shall not be defined to include bankruptcy or other financial hardship or insolvency, foreclosure, absenteeism or illness.

11. The Parties to this Agreement agree to hold each and every other party, jointly or severally, safe and harmless from any and all damages arising from the acts of their respective tenants, servants, visitors, agents, or licensees who may be traveling on any property described in "Exhibit A" attached hereto, and agree that none of the Parties shall interfere with any piping laid across their respective property during the term of this Agreement.

12. This Agreement shall be binding upon the respective heirs, successor, and/or assigns of each and every Party to this Agreement and shall be construed as a restrictive covenant running with the land.

IN WITNESS WHEREOF, the Party have set their hands and seals to this Agreement this ____ day of _____, 199__:

PARTY OF THE FIRST PART:
Prime Development, Inc., by:

PARTY OF THE SECOND PART:

Robert B. Clement, Pres.

Randy Fiore, Vice Pres.

STATE OF WISCONSIN

ss.

COUNTY OF

Personally came before me this ____ day of _____, 1996, the above-named

known to me to be the individual(s) who executed the foregoing instrument and acknowledged the same.

-NOTARIAL SEAL-

NOTARY PUBLIC, STATE OF WISCONSIN

Print Name: _____

My Commission: _____

*This instrument drafted by:
Attorney Michael J. Michowicz*

EXHIBIT A

PARCEL I:

Unit X, Building X in Phase X, in THE VILLAS AT ECHO LANE, A CONDOMINIUM; a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and recorded by a Declaration as such condominium in the office of the Register of deeds for Kenosha County, Wisconsin on May 2, 1996, as Document No. 1022640, and again recorded on May 15, 1996, as Document No. 1023791, as amended by Amendment to Declaration of Condominium, recorded on May 20, 1996, as Document No. 1024278, together with the undivided percentage interest in all common elements as specified for said units, and the exclusive use of the limited common elements, if any, appurtenant to said units as specified in the aforementioned Declaration of said condominium; said condominium being located in the Town of Salem, County of Kenosha, and State of Wisconsin, on the real estate described in said Declaration and incorporated herein by this reference thereto, being a part of the Northeast Quarter of the Southwest Quarter of section 13, Town 1 North, Range 20, East of the Fourth Principal Meridian, in the Town of Salem, Kenosha County, Wisconsin.

PARCEL II:

Unit X, Building X in Phase X, in THE VILLAS AT ECHO LANE, A CONDOMINIUM; a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and recorded by a Declaration as such condominium in the office of the Register of deeds for Kenosha County, Wisconsin on May 2, 1996, as Document No. 1022640, and again recorded on May 15, 1996, as Document No. 1023791, as amended by Amendment to Declaration of Condominium, recorded on May 20, 1996, as Document No. 1024278, together with the undivided percentage interest in all common elements as specified for said units, and the exclusive use of the limited common elements, if any, appurtenant to said units as specified in the aforementioned Declaration of said condominium; said condominium being located in the Town of Salem, County of Kenosha, and State of Wisconsin, on the real estate described in said Declaration and incorporated herein by this reference thereto, being a part of the Northeast Quarter of the Southwest Quarter of section 13, Town 1 North, Range 20, East of the Fourth Principal Meridian, in the Town of Salem, Kenosha County, Wisconsin.



General Rules and Regulations

The Declaration and By-Laws for The Villas at Echo Lane Condominium Association contain all of the covenants, conditions, restrictions and certain rules of good conduct which all owners and their guests and/or tenants must obey. In addition, there are other rules and restrictions which the Board of Directors consider essential to the proper operation of the property and harmonious relations between residents. The following set of rules contain those additional rules, as well as others presently covered in the Declaration and By-Laws which the Board feels need emphasis. All owners, their guests and/or ~~tenants~~ are required to abide by these General Rules and fines may be levied by the Board for failure to comply with them.

1.] No noxious or offense activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may become an annoyance or nuisance to the other Unit owners or occupants.

a.] Courtesy should dictate that any outside activity between 10:00 PM and 8:00 AM should be subdued and the playing of T. V., Stereo, etc. should be done at reasonable levels.

b.] All garbage and recyclable shall be stored inside of each unit, except for the day of collection as provided for by the Town of Salem, when it shall be placed at the edge of the roadway in either a tightly sealed garbage can or in a strong and tightly sealed garbage bag. All cans and recycling containers must be returned to the inside of each unit by 7:00 PM on the day of collection.

c.] No guns of any nature shall be discharged within the limits of the Echo Lane Condominium.

2.] Nothing shall be done in any Unit or in, or to the Common Elements which will impair the structural integrity of the building or which would structurally change the building except as is otherwise provided herein.

3.] No clothes, sheets, blankets, or laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris, and other unsightly materials.

a.] No blankets or sheets shall be allowed to cover windows.

b.] There shall be no outdoor storage of bicycles, vehicles, benches, chairs or other items of personal property.

c.] There shall be no outdoor storage of firewood, lumber, steel, or equipment.

d.] Any outdoor patio furniture, grills, etc. shall be neatly stored on the patio area, close to the Unit wall. Patio umbrellas, if any, shall be in the down position when not in use.

4.] No industry, business, trade occupation or professions of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted in any Unit.

5.] Parking for your unit is inside of, or on your driveway in front of your Unit's garage. You may not park on nor block the driveways of other Units.

a.] Parking on the grass is prohibited at all times. You are liable for repairs and damages caused by improper parking of vehicles, yours, your guests and/or tenants.

b.] Storage or parking of unused or unlicensed vehicles is prohibited.

c.] Overnight parking of boats, trailers, campers, motor homes, commercial vans/vehicles and snowmobiles or ATV's is prohibited. Operation of snowmobiles, ATV's, mini-bikes, etc. is strictly forbidden.

d.] No repairing or rebuilding of vehicles, boats, snowmobiles, ATV's, etc. shall be permitted, except for minor emergency repair, such as tire changing.

e.] No vehicle with a Gross Vehicle Weight in excess of 15,000 pounds shall be allowed to enter upon the private roads of the Association without prior written consent of the Association. Unit owner requesting consent will be liable for any and all damages to the Associations roads.

6.] All pets shall be leashed. Pets cannot be unattended outdoors. All pet excrement shall be immediately picked, properly and sanitarly disposed of in a plastic container.

7.] Any Unit Owners wishing to sell or lease their unit, must do so through the approved leasing and sales agent[s] and use all forms and procedures proscribed by the Association. 2

The Association reserves the right to add to, revise, or amend these rules at any time.

[3-20-97]

