DECLARATION

Table of Contents

		Page
1.	Description of Land	1
2.	Definitions	1
3.	Description of Improvements	2
4.	Description of Units	3
5.	Description of Common Elements	4
6.	Description of The Limited Common Elements	5
7.	Unit Value: Common Element Ownership and Voting	6
8.	Use of Units	6
9.	Service of Process	7
10.	Damage or Destruction	7
11.	Further Matters	7
12.	Amendment of Declaration	8
13.	Additional Rights of Lenders	10
14.	Payment Of Common Expenses	11
15.	Pond Maintenance And Easement Agreement	11
16.	Shoreland/Wetland Boundaries, Vision Corners, Easements	11
17.	Satellite Dishes	12

REVISED 8/7/02

DECLARATION OF CONDOMINIUM FOR SOMERS ESTATES CONDOMINIUM

Crosswinds Development, L.L.C., a Wisconsin limited liability company, ("Declarant"), hereby declares that the real estate described in Section 1 of this Declaration ("Declaration") is owned by the Declarant and is subject to the Wisconsin Condominium Ownership Act ("Act"). The real estate and all the buildings and the other improvements located on the real estate shall be known and described as Somers Estates Condominium ("Condominium"). The address of the Condominium is 1134 and 1136 22nd Avenue, Kenosha, Wisconsin, 53140.

1. DESCRIPTION OF LAND

The land which is the subject of this Declaration and upon which the buildings and improvements are and will be located is in the Town of Somers, Kenosha County, Wisconsin, and is more particularly described in Exhibit A attached to this Declaration.

2. DEFINITIONS

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

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

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

C. "Declarant" shall mean Crosswinds Development, L.L.C., its successors and assigns.

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

REVISED 8/7/02

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

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

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

3. DESCRIPTION OF IMPROVEMENTS

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

A. One buildings containing two Units with attached garage spaces and basements, will be constructed as shown on the plat of survey attached to this Declaration as Exhibit B.

B. The building will contain Units which will be of two different types and which shall include the garage spaces and basement area attached thereto. Unit #1 is a two or three bedroom, three bathroom two story Unit which contains approximately 1934 square feet of living space and which includes a two car attached garage and a full basement, and Unit #2 is a two or three bedroom, two bathroom ranch style Unit which contains approximately 1695 square feet of living space and which includes a two car attached garage and a full basement; all as described in Section 4 of this Declaration and the floor plans attached to this Declaration as Exhibit C. The physical boundaries of each Unit, including the basement, the attached garage space and the stairway(s) serving the Unit, regardless of type, are as described in Section 4 of this Declaration. The building in which the Units are located may contain one or two stories above grade. Units may contain space on one or more floors of the building and in the basement. The horizontal and vertical boundaries set forth in Section 4 of this Declaration shall be applied separately to each level of the building. The building will be constructed principally of concrete foundations and concrete footings, wood frames, vinyl, brick, aluminum or other low maintenance exteriors and wood and concrete floors. The roofs are asphalt shingle. Each Unit is connected to the municipal water and sanitary sewer system. Water and sanitary sewer charges shall be separately metered for each Unit. Each Unit has an individual hot water heater and individual heating and air conditioning systems. Each Unit will contain a fireplace.

REVISED 8/7/02

4. DESCRIPTION OF UNITS

A. The Condominium shall consist of two residential Units, each Unit including space in a full basement and an attached garage; all contained in one building. Each Unit has a numeric designation. The approximate area, location, common walls and immediate common area to which the Units have access are shown on the survey and floor plans attached to this Declaration as exhibits. Working drawings and general specifications for the Units are on file at the office of the Declarant, 1136 22nd Avenue, Kenosha, Wisconsin 53140.

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

(1) Horizontal Boundaries:

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

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

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

(2) Vertical Boundaries:

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

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

C. Each Unit shall include the inner surfaces of the finished walls, ceilings and floors, but shall not include the drywall, subfloors or basement foundation walls. Windows,

moldings, window frames and doors (including all glass in doors, but excepting the exterior surface of the garage door), courtesy lighting, and all components of the fireplace and chimney or fireplace vent, if any, shall be included as part of a Unit.

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

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

F. A limited easement is herewith reserved for each Unit Owner to allow decoration of the perimeter boundaries of the Unit and the attachment of fasteners thereto. Each Unit Owner shall have the right to paint or otherwise finish the interior walls, ceilings and floors of his Unit and to attach fasteners thereto which encroach into the common elements. No modification of a Unit or the adjacent common elements shall be permitted if the same shall affect the structural integrity of the building or interfere with the rights of other Unit Owners. Further, each Unit Owner making modifications to his Unit shall be liable for any damage to the common elements which results from such modification.

5. DESCRIPTION OF COMMON ELEMENTS

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

A. Land within the Condominium;

B. The exterior face of the garage door and all structural components of the building, including basement foundations, basement concrete floors, and all walls, ceilings and floors, other than those components which are specifically included in each Unit by this Declaration;

REVISED 8/7/02

C. All components of plumbing, electrical, telephonic and cable television systems located within the common elements, other than those components which are specifically included in each Unit by this Declaration.

D. Site signage;

E. All components of the sewer, water and/or electrical systems serving the common areas;

F. All other parts of the Condominium, necessary or convenient to its existence, maintenance and safety, or normally in common use as of the date of recordation of this Declaration;

6. DESCRIPTION OF THE LIMITED COMMON ELEMENTS

A. The porches, patios, sidewalks, driveways and designated planting areas which are adjacent to each Unit, as indicated on Exhibit B attached hereto, are limited common elements which are permanently assigned to and limited to the use of Units to which they are attached ("limited common elements"). Use of the limited common elements may be affected by rules and regulations established for the condominium and by the recorded Restrictive Covenants for Somers Estates.

B. The planting areas as shown on the Condominium Plat are subject to a master landscape plan which has been created by the Developer. Subject to the terms of this Section 6(B), individual Unit Owners may modify the planting area reserved for their Unit. Prior to any modification of a planting area, the Unit Owner must first provide to the Board of Directors of the Association, or its designee, a complete landscape plan, drawn to a convenient scale, which includes: a) the boundaries of the planting area and location of all existing trees or other plantings in the planting area; b) the location of all adjacent buildings; and, c) the details the Unit Owner's proposed modifications. The plan shall include the design and location of the proposed landscaping, the type of materials to be used and a listing of all vegetation to be removed and/or installed. Upon approval by the Association, the Unit Owner shall execute an agreement, in a form provided by the Association, which provides that all landscape elements and vegetation installed or placed in the planting area by the Unit Owner shall be maintained in its "as installed" condition by the Unit Owner with no expense to the Association. The agreement shall be binding upon the Unit Owner, his successors and assigns and a memorandum of such agreement shall be placed of record in the office of the Register of Deeds for Kenosha County, Wisconsin. All plantings shall be kept properly trimmed so as not to create a nuisance for other Unit Owners and any planting which shall die shall be promptly replaced with a similar planting. Notwithstanding the maintenance requirements of this Section 6(B), the Association shall continue to maintain those portions of the limited common elements which have not been modified by the Unit Owner pursuant

to an approved plan. In the event that a Unit Owner's landscape modification to his planting area results in an increase in the cost of common area maintenance for the Association, the Declarant reserves to the Association the right to levy a special assessment against such Unit Owner to defray any additional expense relating to that Owner's limited common area. In the event that a Unit Owner shall fail to maintain his planting area pursuant to his approved plan, or shall fail to obtain Association approval for modifications to a planting area, the Association shall have the right to: 1) maintain the planting area as modified, or 2) remove all landscaping installed by the Unit Owner and return the planting area to its condition as shown on the original master landscape plan provided by the Declarant. All costs for such maintenance or restoration shall be assessed to and paid by the owner of the Unit which controls the affected planting area. The normal monthly condominium fee due from a Unit Owner shall not be reduced by reason of that owner providing maintenance for that owner's planting area.

7. UNIT VALUE: COMMON ELEMENT OWNERSHIP AND VOTING

Each Unit and its owner shall have a ½ undivided interest in common with all other Units and Unit owners in the common and limited common elements, and shall have one vote in matters relating to the Association. The Declarant recognizes that there are variances in the Units which relate to value; however, after careful consideration of the factors relevant to maintenance, replacement and value, the Declarant believes that the foregoing formula of ownership and voting is fair and equitable as well as the most efficient for purpose of administration.

8. USE OF UNITS

A. All Units are intended for and shall be restricted to use by the owner, the owner's family, lessees, invitees and frequenters, for residential purposes only. The building containing the Units is intended for and restricted to use for residential purposes only.

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

C. Notwithstanding the foregoing, the Declarant shall have the rights with respect to Unit and garage use reserved to Declarant in Section 11(B) of this Declaration.

D. Use of Units and adjacent limited common elements is subject to the terms of the Restrictive Covenants for Somers Estates which document is recorded in the office of the Register of Deeds for Kenosha County, Wisconsin.

9. SERVICE OF PROCESS

The resident agent for the Condominium shall be Crosswinds Development, L.L.C., a Wisconsin limited liability company. Service of process shall be made upon the Declarant at 1136 22nd Avenue, Kenosha, Wisconsin 53140 as to matters provided for in the Act until all Units have been sold, conveyed and paid for or until the first meeting of the Unit owners, at which time the Association may designate a successor by vote of a simple majority of a quorum present at any meeting of the Association.

10. DAMAGE OR DESTRUCTION

In the event the Condominium is destroyed or damaged in an amount in excess of $10,000.00 and insurance proceeds together with an amount not exceeding $10,000.00 are insufficient to complete repair and construction, action by the Association by a vote of a majority of Unit Owners, as defined in the Bylaws, taken within 90 days after the damage or destruction, shall be necessary to determine to repair or reconstruct the Condominium as more fully described in Section 3, Article 5 of the Bylaws. Damage or destruction to a lesser extent, and to a greater extent if insurance proceeds (together with an amount not exceeding $10,000.00) are sufficient to complete repair and reconstruction, shall be repaired and reconstructed pursuant to arrangement by the Board of Directors of the Association ("Board of Directors") as provided in that section of the Bylaws.

11. FURTHER MATTERS

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

such judicial proceedings as the Board of Directors may deem appropriate as well as by provisions of the Act.

B. The Declarant reserves the right for a period of 10 years from the date of this Declaration to cause one or more of the Units or garage spaces within any Unit it owns to be maintained as a model and office and to display any models and the common elements of the Condominium for purposes of selling Units in the Condominium or in other projects of the Declarant, together with appropriate signage located in the common elements identifying the Declarant and its agents and locating and giving any information regarding any model and the office.

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

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

12. AMENDMENT OF DECLARATION

A. This Declaration may be amended with the written consent of at least 75% of the Unit Owners. A Unit Owner's written consent is not effective unless it is approved by the mortgagee or land contract vendor of the Unit, if any.

B. This Declaration may also be amended by the Declarant alone to change or alter the percentage of ownership in the common or limited common elements where the Declarant alters the percentage in accordance with this Section 12(B). Declarant owns certain land ("Expansion Area") described in Exhibit C attached to this Declaration. Declarant has constructed one residential building, containing two Units, on the lands described as "Phase One" in Exhibit A attached to the Declaration ("Phase One"). Declarant

presently intends to construct nineteen additional residential buildings, each containing two Units, upon the lands included in the expansion area in one or more stages with a maximum of thirty-eight additional residential Units. The general design of the buildings shall be substantially similar to those included in this Declaration. The buildings shall be located upon the expansion area generally as shown on the plat attached to this Declaration as Exhibit B. Declarant reserves the right to change the design and location of buildings and Units to be constructed within the expansion area as long as the aggregate number of Units constructed in the expansion area does not exceed thirty-eight and the total number of all Units in the condominium does not exceed forty. Declarant further reserves the right to locate surface parking spaces, which may or may not be defined as limited common elements, within the boundaries of the expansion area. The parking spaces may serve the Units established in Phase One and the expansion area. Without making any representation in this Declaration that Declarant or any other person can or will undertake the construction and notwithstanding the provisions of Section 12(A) of this Declaration, Declarant reserves the absolute and unqualified right for itself and its successors and assigns on behalf of each Unit Owner of the Condominium to amend this Declaration at any time and from time to time within 10 years from the date of this Declaration to add to the Condominium all or any part of the lands included in the expansion area and the units constructed or under construction in the expansion area, if any. In the event of any such addition, each Unit Owner shall have an undivided interest in common with all other Units and Unit Owners in the common and limited common elements equal to the number one (1) divided by the total number of Units in the Condominium after completion of the part of expansion area added to the Condominium. Declarant may assign in whole or in part, absolutely or for purposes of security, by a written assignment for that purpose, all powers of amendment. The Unit Owners, by acceptance of a condominium deed to a Unit, appoint Declarant and Declarant's successors and assigns as attorney in fact with irrevocable power coupled with an interest to execute and deliver an amendment in accordance with the provisions stated in this Section 12(B).

C. This Declaration may also be amended by Declarant to interchange the types of Units, and to modify the design of any Unit, prior to the actual conveyance of any such Unit and to change location of parking space serving a building prior to the initial conveyance of any Unit in the building. The Unit Owners, by acceptance of a condominium deed to a Unit, consent to the interchange of the type Units and the relocation of parking space as provided in this Section 12(C) and appoint Declarant and Declarant's successors and assigns as attorney in fact with irrevocable power coupled with an interest to execute and deliver an amendment in accordance with these provisions.

REVISED 8/7/02

13. ADDITIONAL RIGHTS OF LENDERS

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

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

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

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

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

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

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

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

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

C. Notwithstanding Section 12 of this Declaration, this Section 13 shall not be amended unless all lenders have given their prior written approval.

14. PAYMENT OF COMMON EXPENSES

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

15. POND MAINTENANCE AND EASEMENT AGREEMENT

Unit owners are notified that the real property within the Condominium has been subjected to the terms of an recorded agreement which provides for the use and maintenance of a retention pond and related facilities which provide storm water drainage for the Condominium and other lands. Unit Owners may in the future be assessed for a portion of the cost of maintaining the drainage pond and related facilities. The retention pond is not located on the Condominium property and the Unit Owners have no rights to use the pond for any purpose other than for collection and management of storm water.

16. SHORELAND/WETLAND BOUNDARIES, VISION CORNERS, EASEMENTS

Unit Owners are notified that the Condominium is subject to Shoreland Boundary and Wetlands restrictions and that various portions of the common elements may be subject to landscape height restrictions due to the imposition of "vision triangle" restrictions relating to adjacent public highways. Unit Owners are further notified of the existence of various easements affecting the common and limited common elements. The location and extent Shoreland and Wetland boundaries, vision triangles and easements are detailed on the Condominium Plat and other documents of record with the office of the Register of Deeds for Kenosha County, Wisconsin.

REVISED 8/7/02

17. SATELLITE DISHES

Satellite dishes and similar technology for the reception of television and other signals shall only be placed in and upon the common elements at locations to be determined by the Declarant, until the first meeting of the Association, and thereafter by the Board of Directors. Any Unit Owner who causes any such technology to be installed or maintained in or upon the common elements shall be liable for all damage to the common elements by reason of such installation and that Unit Owner shall be further liable for all costs related to the restoration of the common elements at such time as the technology is removed. The Declarant reserves for itself and the Board of Directors the right to establish regulations relating to any such installation. In the event that a Unit Owner desires to sell a Unit which includes technology described in this Section 17, that Unit Owner shall either provide the Board of Directors with the purchaser's written acknowledgment of the provisions of this section or remove the technology from the common elements prior to conveyance of the Unit to the purchaser.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this 9th day of August, 2002.

CROSSWINDS DEVELOPMENT, L.L.C.

Frederick M. Kowalsky Member

Franklin J. Heister, Jr. Member

REVISED 8/7/02

STATE OF WISCONSIN)
) ss.
COUNTY OF Racine)

Personally came before me this 9th day of August, 2002, the above named Frederick M. Kowalsky and Franklin J. Heister, Jr., to me known to be the persons and members who executed and acknowledged the foregoing instrument.

*
Notary Public - State Of Wisconsin
My commission expires: 6/24/03



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

DECLARATION

Table of Contents

		Page
1.	Description of Land	1
2.	Definitions	1
3.	Description of Improvements	2
4.	Description of Units	3
5.	Description of Common Elements	4
6.	Description of The Limited Common Elements	5
7.	Unit Value: Common Element Ownership and Voting	6
8.	Use of Units	6
9.	Service of Process	7
10.	Damage or Destruction	7
11.	Further Matters	7
12.	Amendment of Declaration	8
13.	Additional Rights of Lenders	10
14.	Payment Of Common Expenses	11
15.	Pond Maintenance And Easement Agreement	11
16.	Shoreland/Wetland Boundaries, Vision Corners, Easements	11
17.	Satellite Dishes	12

REVISED 8/7/02

DECLARATION OF CONDOMINIUM FOR SOMERS ESTATES CONDOMINIUM

Crosswinds Development, L.L.C., a Wisconsin limited liability company, ("Declarant"), hereby declares that the real estate described in Section 1 of this Declaration ("Declaration") is owned by the Declarant and is subject to the Wisconsin Condominium Ownership Act ("Act"). The real estate and all the buildings and the other improvements located on the real estate shall be known and described as Somers Estates Condominium ("Condominium"). The address of the Condominium is 1134 and 1136 22nd Avenue, Kenosha, Wisconsin, 53140.

1. DESCRIPTION OF LAND

The land which is the subject of this Declaration and upon which the buildings and improvements are and will be located is in the Town of Somers, Kenosha County, Wisconsin, and is more particularly described in Exhibit A attached to this Declaration.

2. DEFINITIONS

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

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

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

C. "Declarant" shall mean Crosswinds Development, L.L.C., its successors and assigns.

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

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

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

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

3. DESCRIPTION OF IMPROVEMENTS

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

A. One buildings containing two Units with attached garage spaces and basements, will be constructed as shown on the plat of survey attached to this Declaration as Exhibit B.

B. The building will contain Units which will be of two different types and which shall include the garage spaces and basement area attached thereto. Unit #1 is a two or three bedroom, three bathroom two story Unit which contains approximately 1934 square feet of living space and which includes a two car attached garage and a full basement, and Unit #2 is a two or three bedroom, two bathroom ranch style Unit which contains approximately 1695 square feet of living space and which includes a two car attached garage and a full basement; all as described in Section 4 of this Declaration and the floor plans attached to this Declaration as Exhibit C. The physical boundaries of each Unit, including the basement, the attached garage space and the stairway(s) serving the Unit, regardless of type, are as described in Section 4 of this Declaration. The building in which the Units are located may contain one or two stories above grade. Units may contain space on one or more floors of the building and in the basement. The horizontal and vertical boundaries set forth in Section 4 of this Declaration shall be applied separately to each level of the building. The building will be constructed principally of concrete foundations and concrete footings, wood frames, vinyl, brick, aluminum or other low maintenance exteriors and wood and concrete floors. The roofs are asphalt shingle. Each Unit is connected to the municipal water and sanitary sewer system. Water and sanitary sewer charges shall be separately metered for each Unit. Each Unit has an individual hot water heater and individual heating and air conditioning systems. Each Unit will contain a fireplace.

4. DESCRIPTION OF UNITS

A. The Condominium shall consist of two residential Units, each Unit including space in a full basement and an attached garage; all contained in one building. Each Unit has a numeric designation. The approximate area, location, common walls and immediate common area to which the Units have access are shown on the survey and floor plans attached to this Declaration as exhibits. Working drawings and general specifications for the Units are on file at the office of the Declarant, 1136 22nd Avenue, Kenosha, Wisconsin 53140.

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

(1) Horizontal Boundaries:

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

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

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

(2) Vertical Boundaries:

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

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

C. Each Unit shall include the inner surfaces of the finished walls, ceilings and floors, but shall not include the drywall, subfloors or basement foundation walls. Windows,

moldings, window frames and doors (including all glass in doors, but excepting the exterior surface of the garage door), courtesy lighting, and all components of the fireplace and chimney or fireplace vent, if any, shall be included as part of a Unit.

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

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

F. A limited easement is herewith reserved for each Unit Owner to allow decoration of the perimeter boundaries of the Unit and the attachment of fasteners thereto. Each Unit Owner shall have the right to paint or otherwise finish the interior walls, ceilings and floors of his Unit and to attach fasteners thereto which encroach into the common elements. No modification of a Unit or the adjacent common elements shall be permitted if the same shall affect the structural integrity of the building or interfere with the rights of other Unit Owners. Further, each Unit Owner making modifications to his Unit shall be liable for any damage to the common elements which results from such modification.

5. DESCRIPTION OF COMMON ELEMENTS

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

A. Land within the Condominium;

B. The exterior face of the garage door and all structural components of the building, including basement foundations, basement concrete floors, and all walls, ceilings and floors, other than those components which are specifically included in each Unit by this Declaration;

C. All components of plumbing, electrical, telephonic and cable television systems located within the common elements, other than those components which are specifically included in each Unit by this Declaration.

D. Site signage;

E. All components of the sewer, water and/or electrical systems serving the common areas;

F. All other parts of the Condominium, necessary or convenient to its existence, maintenance and safety, or normally in common use as of the date of recordation of this Declaration;

6. DESCRIPTION OF THE LIMITED COMMON ELEMENTS

A. The porches, patios, sidewalks, driveways and designated planting areas which are adjacent to each Unit, as indicated on Exhibit B attached hereto, are limited common elements which are permanently assigned to and limited to the use of Units to which they are attached ("limited common elements"). Use of the limited common elements may be affected by rules and regulations established for the condominium and by the recorded Restrictive Covenants for Somers Estates.

B. The planting areas as shown on the Condominium Plat are subject to a master landscape plan which has been created by the Developer. Subject to the terms of this Section 6(B), individual Unit Owners may modify the planting area reserved for their Unit. Prior to any modification of a planting area, the Unit Owner must first provide to the Board of Directors of the Association, or its designee, a complete landscape plan, drawn to a convenient scale, which includes: a) the boundaries of the planting area and location of all existing trees or other plantings in the planting area; b) the location of all adjacent buildings; and, c) the details the Unit Owner's proposed modifications. The plan shall include the design and location of the proposed landscaping, the type of materials to be used and a listing of all vegetation to be removed and/or installed. Upon approval by the Association, the Unit Owner shall execute an agreement, in a form provided by the Association, which provides that all landscape elements and vegetation installed or placed in the planting area by the Unit Owner shall be maintained in its "as installed" condition by the Unit Owner with no expense to the Association. The agreement shall be binding upon the Unit Owner, his successors and assigns and a memorandum of such agreement shall be placed of record in the office of the Register of Deeds for Kenosha County, Wisconsin. All plantings shall be kept properly trimmed so as not to create a nuisance for other Unit Owners and any planting which shall die shall be promptly replaced with a similar planting. Notwithstanding the maintenance requirements of this Section 6(B), the Association shall continue to maintain those portions of the limited common elements which have not been modified by the Unit Owner pursuant

to an approved plan. In the event that a Unit Owner's landscape modification to his planting area results in an increase in the cost of common area maintenance for the Association, the Declarant reserves to the Association the right to levy a special assessment against such Unit Owner to defray any additional expense relating to that Owner's limited common area. In the event that a Unit Owner shall fail to maintain his planting area pursuant to his approved plan, or shall fail to obtain Association approval for modifications to a planting area, the Association shall have the right to: 1) maintain the planting area as modified, or 2) remove all landscaping installed by the Unit Owner and return the planting area to its condition as shown on the original master landscape plan provided by the Declarant. All costs for such maintenance or restoration shall be assessed to and paid by the owner of the Unit which controls the affected planting area. The normal monthly condominium fee due from a Unit Owner shall not be reduced by reason of that owner providing maintenance for that owner's planting area.

7. UNIT VALUE: COMMON ELEMENT OWNERSHIP AND VOTING

Each Unit and its owner shall have a ½ undivided interest in common with all other Units and Unit owners in the common and limited common elements, and shall have one vote in matters relating to the Association. The Declarant recognizes that there are variances in the Units which relate to value; however, after careful consideration of the factors relevant to maintenance, replacement and value, the Declarant believes that the foregoing formula of ownership and voting is fair and equitable as well as the most efficient for purpose of administration.

8. USE OF UNITS

A. All Units are intended for and shall be restricted to use by the owner, the owner's family, lessees, invitees and frequenters, for residential purposes only. The building containing the Units is intended for and restricted to use for residential purposes only.

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

C. Notwithstanding the foregoing, the Declarant shall have the rights with respect to Unit and garage use reserved to Declarant in Section 11(B) of this Declaration.

D. Use of Units and adjacent limited common elements is subject to the terms of the Restrictive Covenants for Somers Estates which document is recorded in the office of the Register of Deeds for Kenosha County, Wisconsin.

9. SERVICE OF PROCESS

The resident agent for the Condominium shall be Crosswinds Development, L.L.C., a Wisconsin limited liability company. Service of process shall be made upon the Declarant at 1136 22nd Avenue, Kenosha, Wisconsin 53140 as to matters provided for in the Act until all Units have been sold, conveyed and paid for or until the first meeting of the Unit owners, at which time the Association may designate a successor by vote of a simple majority of a quorum present at any meeting of the Association.

10. DAMAGE OR DESTRUCTION

In the event the Condominium is destroyed or damaged in an amount in excess of $10,000.00 and insurance proceeds together with an amount not exceeding $10,000.00 are insufficient to complete repair and construction, action by the Association by a vote of a majority of Unit Owners, as defined in the Bylaws, taken within 90 days after the damage or destruction, shall be necessary to determine to repair or reconstruct the Condominium as more fully described in Section 3, Article 5 of the Bylaws. Damage or destruction to a lesser extent, and to a greater extent if insurance proceeds (together with an amount not exceeding $10,000.00) are sufficient to complete repair and reconstruction, shall be repaired and reconstructed pursuant to arrangement by the Board of Directors of the Association ("Board of Directors") as provided in that section of the Bylaws.

11. FURTHER MATTERS

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

such judicial proceedings as the Board of Directors may deem appropriate as well as by provisions of the Act.

B. The Declarant reserves the right for a period of 10 years from the date of this Declaration to cause one or more of the Units or garage spaces within any Unit it owns to be maintained as a model and office and to display any models and the common elements of the Condominium for purposes of selling Units in the Condominium or in other projects of the Declarant, together with appropriate signage located in the common elements identifying the Declarant and its agents and locating and giving any information regarding any model and the office.

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

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

12. AMENDMENT OF DECLARATION

A. This Declaration may be amended with the written consent of at least 75% of the Unit Owners. A Unit Owner's written consent is not effective unless it is approved by the mortgagee or land contract vendor of the Unit, if any.

B. This Declaration may also be amended by the Declarant alone to change or alter the percentage of ownership in the common or limited common elements where the Declarant alters the percentage in accordance with this Section 12(B). Declarant owns certain land ("Expansion Area") described in Exhibit C attached to this Declaration. Declarant has constructed one residential building, containing two Units, on the lands described as "Phase One" in Exhibit A attached to the Declaration ("Phase One"). Declarant

presently intends to construct nineteen additional residential buildings, each containing two Units, upon the lands included in the expansion area in one or more stages with a maximum of thirty-eight additional residential Units. The general design of the buildings shall be substantially similar to those included in this Declaration. The buildings shall be located upon the expansion area generally as shown on the plat attached to this Declaration as Exhibit B. Declarant reserves the right to change the design and location of buildings and Units to be constructed within the expansion area as long as the aggregate number of Units constructed in the expansion area does not exceed thirty-eight and the total number of all Units in the condominium does not exceed forty. Declarant further reserves the right to locate surface parking spaces, which may or may not be defined as limited common elements, within the boundaries of the expansion area. The parking spaces may serve the Units established in Phase One and the expansion area. Without making any representation in this Declaration that Declarant or any other person can or will undertake the construction and notwithstanding the provisions of Section 12(A) of this Declaration, Declarant reserves the absolute and unqualified right for itself and its successors and assigns on behalf of each Unit Owner of the Condominium to amend this Declaration at any time and from time to time within 10 years from the date of this Declaration to add to the Condominium all or any part of the lands included in the expansion area and the units constructed or under construction in the expansion area, if any. In the event of any such addition, each Unit Owner shall have an undivided interest in common with all other Units and Unit Owners in the common and limited common elements equal to the number one (1) divided by the total number of Units in the Condominium after completion of the part of expansion area added to the Condominium. Declarant may assign in whole or in part, absolutely or for purposes of security, by a written assignment for that purpose, all powers of amendment. The Unit Owners, by acceptance of a condominium deed to a Unit, appoint Declarant and Declarant's successors and assigns as attorney in fact with irrevocable power coupled with an interest to execute and deliver an amendment in accordance with the provisions stated in this Section 12(B).

C. This Declaration may also be amended by Declarant to interchange the types of Units, and to modify the design of any Unit, prior to the actual conveyance of any such Unit and to change location of parking space serving a building prior to the initial conveyance of any Unit in the building. The Unit Owners, by acceptance of a condominium deed to a Unit, consent to the interchange of the type Units and the relocation of parking space as provided in this Section 12(C) and appoint Declarant and Declarant's successors and assigns as attorney in fact with irrevocable power coupled with an interest to execute and deliver an amendment in accordance with these provisions.

13. ADDITIONAL RIGHTS OF LENDERS

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

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

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

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

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

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

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

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

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

C. Notwithstanding Section 12 of this Declaration, this Section 13 shall not be amended unless all lenders have given their prior written approval.

14. PAYMENT OF COMMON EXPENSES

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

15. POND MAINTENANCE AND EASEMENT AGREEMENT

Unit owners are notified that the real property within the Condominium has been subjected to the terms of an recorded agreement which provides for the use and maintenance of a retention pond and related facilities which provide storm water drainage for the Condominium and other lands. Unit Owners may in the future be assessed for a portion of the cost of maintaining the drainage pond and related facilities. The retention pond is not located on the Condominium property and the Unit Owners have no rights to use the pond for any purpose other than for collection and management of storm water.

16. SHORELAND/WETLAND BOUNDARIES, VISION CORNERS, EASEMENTS

Unit Owners are notified that the Condominium is subject to Shoreland Boundary and Wetlands restrictions and that various portions of the common elements may be subject to landscape height restrictions due to the imposition of "vision triangle" restrictions relating to adjacent public highways. Unit Owners are further notified of the existence of various easements affecting the common and limited common elements. The location and extent Shoreland and Wetland boundaries, vision triangles and easements are detailed on the Condominium Plat and other documents of record with the office of the Register of Deeds for Kenosha County, Wisconsin.

17. SATELLITE DISHES

Satellite dishes and similar technology for the reception of television and other signals shall only be placed in and upon the common elements at locations to be determined by the Declarant, until the first meeting of the Association, and thereafter by the Board of Directors. Any Unit Owner who causes any such technology to be installed or maintained in or upon the common elements shall be liable for all damage to the common elements by reason of such installation and that Unit Owner shall be further liable for all costs related to the restoration of the common elements at such time as the technology is removed. The Declarant reserves for itself and the Board of Directors the right to establish regulations relating to any such installation. In the event that a Unit Owner desires to sell a Unit which includes technology described in this Section 17, that Unit Owner shall either provide the Board of Directors with the purchaser's written acknowledgment of the provisions of this section or remove the technology from the common elements prior to conveyance of the Unit to the purchaser.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this 9th day of August, 2002.

CROSSWINDS DEVELOPMENT, L.L.C.

Frederick M. Kowalsky — Member

Franklin J. Heister, Jr. — Member

REVISED 8/7/02

STATE OF WISCONSIN)
) ss.
COUNTY OF Racine)

Personally came before me this 9th day of August, 2002, the above named Frederick M. Kowalsky and Franklin J. Heister, Jr., to me known to be the persons and members who executed and acknowledged the foregoing instrument.

Linda Ann Rossmann

Notary Public - State Of Wisconsin
My commission expires: 6/24/03

LINDA ANN ROSSMANN
NOTARY
PUBLIC
STATE OF WISCONSIN

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

REVISED 8/7/02

EXHIBIT A

(Legal Description - Phase 1)

Parcel 2 of Certified Survey Map No. 2252 as recorded in the Kenosha County Register of Deeds office on May 21, 2001 as Document No. 1219722, being a part pf the Southeast Quarter and Southwest Quarter of Section 12, Township 2 North, Range 22 East, in the Town of Somers, Kenosha County, Wisconsin

Somers Estates Condominium Homes
(Phase 1 and Expansion Lands)

Lots 38 through 44, inclusive, "Somers Estates" and Parcel 2 of C.S.M. #2252 in the SE 1/4 of Section 12, T 2 N, R 22 E, in the Town of Somers, Kenosha County, Wisconsin.

Declarant:
CrossWinds Development, L.L.C.
P.O. Box 768
Sturtevant, WI 53177-0768

Prepared by:
Metropolitan Survey Service, Inc.
8200 W. Loomis Rd.
Greendale, WI 53129

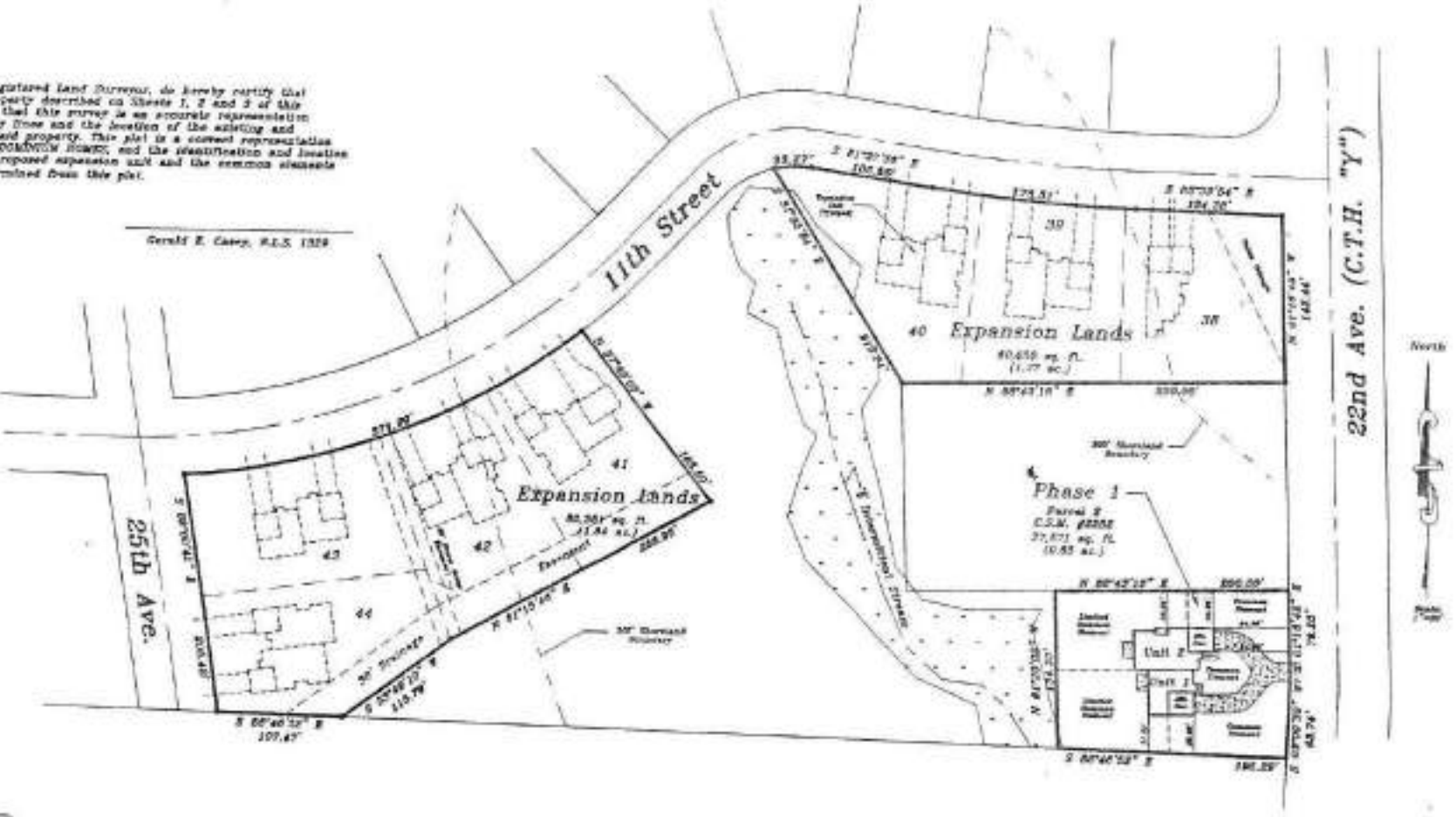
Addresses:
Unit 1 - 1138 22nd Ave., Somers, WI
Unit 2 - 1134 22nd Ave., Somers, WI

I, Gerald E. Casey, a Registered Land Surveyor, do hereby certify that I have surveyed the property described on Sheets 1, 2 and 3 of this condominium plat, and that this survey is an accurate representation of the exterior boundary lines and the location of the existing and proposed buildings on said property. This plat is a correct representation of SOMERS ESTATES CONDOMINIUM HOMES, and the identification and location of each existing unit, proposed expansion unit and the common elements in Phase I can be determined from this plat.

Date

Gerald E. Casey, R.L.S. 1329

WISCONSIN
GERALD E. CASEY
S-1329
Greendale, WI
LAND SURVEYOR



MetroData\CondoDocs\S... SomersEstatesCondominiumHomes.dwg

Job No. 95224

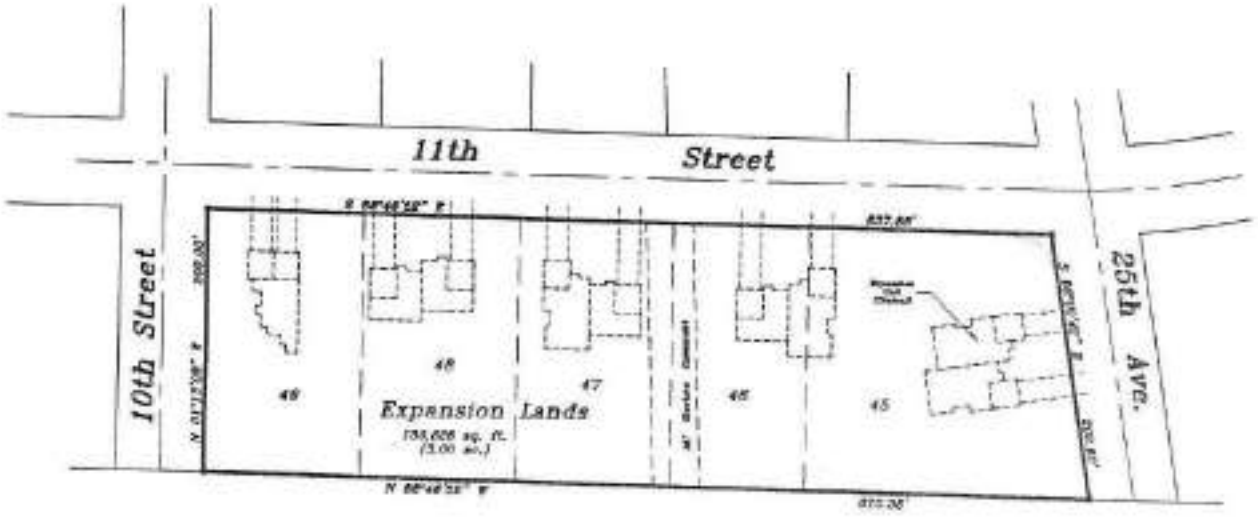
Sheet 1 of 7

Somers Estates Condominium Homes
(Expansion Lands)

Lots 45 through 49, inclusive, "Somers Estates"
in the SE 1/4 of Section 12, T 2 N, R 22 E,
in the Town of Somers, Kenosha County, Wisconsin.

Declairant:
CrossWinds Development, L.L.C.
P.O. Box 766
Sturtevant, WI 53177-0766

Prepared by:
Metropolitan Survey Service, Inc.
5800 W. Loomis Rd.
Greendale, WI 53129



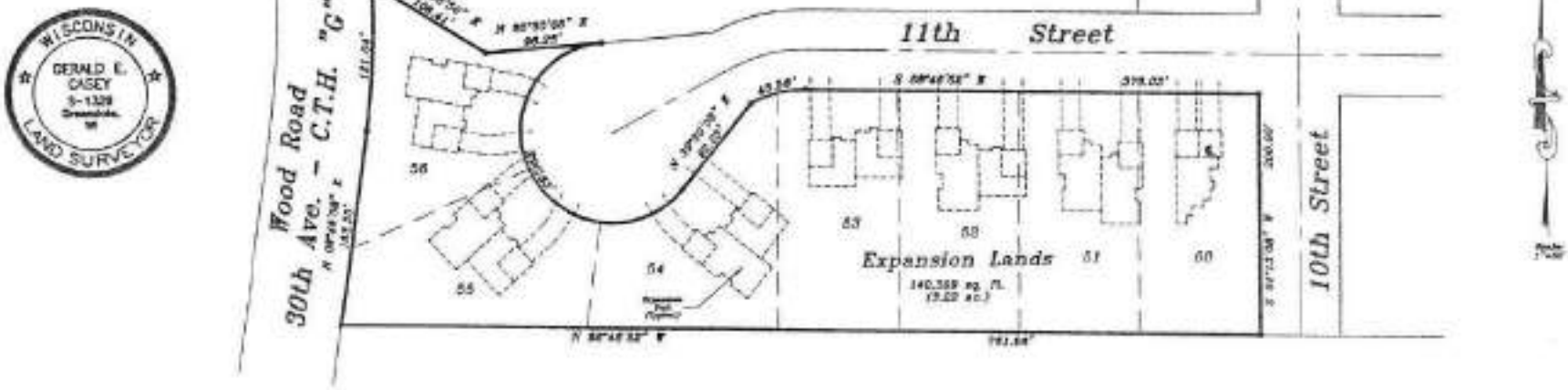
WISCONSIN
GERALD E. CASEY
S-1329
Greendale, WI
LAND SURVEYOR

Somers Estates Condominium Homes
(Expansion Lands)

Lots 50 through 56, inclusive, "Somers Estates"
in the SE 1/4 of Section 12, T 2 N, R 22 E,
in the Town of Somers, Kenosha County, Wisconsin.

Declairant:
CrossPointe Development, L.L.C.
P.O. Box 766
Sturtevant, WI 53177-0766

Prepared by:
Metropolitan Survey Service, Inc.
5530 W. Loomis Rd.
Greendale, WI 53129



REVISED 8/7/02

EXHIBIT C

(Legal Description - Expansion Area)

Lots 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55 and 56 of Somers Estates Subdivision, according to the recorded plat thereof. Said land being in the Town of Somers, Kenosha County, Wisconsin.

Tax Parcel Identification Numbers:

Lot#	Tax I.D.
38	80-4-222-124-0438
39	80-4-222-124-0439
40	80-4-222-124-0440
41	80-4-222-124-0441
42	80-4-222-124-0442
43	80-4-222-124-0443
44	80-4-222-124-0444
45	80-4-222-124-0445
46	80-4-222-124-0446
47	80-4-222-124-0447
48	80-4-222-124-0448
49	80-4-222-124-0449
50	80-4-222-124-0450
51	80-4-222-124-0451
52	80-4-222-124-0452
53	80-4-222-124-0453
54	80-4-222-124-0454
55	80-4-222-124-0455
56	80-4-222-124-0456

FLOOR PLANS AND PLAT OF SURVEY

Somers Estates Condominium Homes
(Phase 1 and Expansion Lands)

Lots 38 through 44, inclusive, "Somers Estates" and Parcel 2 of C.S.M. #2252 in the SE 1/4 of Section 12, T 2 N, R 22 E, in the Town of Somers, Kenosha County, Wisconsin.

Declairant:
CrossPlains Development, L.L.C.
P.O. Box 748
Sturtevant, WI 53177-0748

Prepared by:
Metropolitan Survey Service, Inc.
8200 W. Loomis Rd.
Greendale, WI 53129

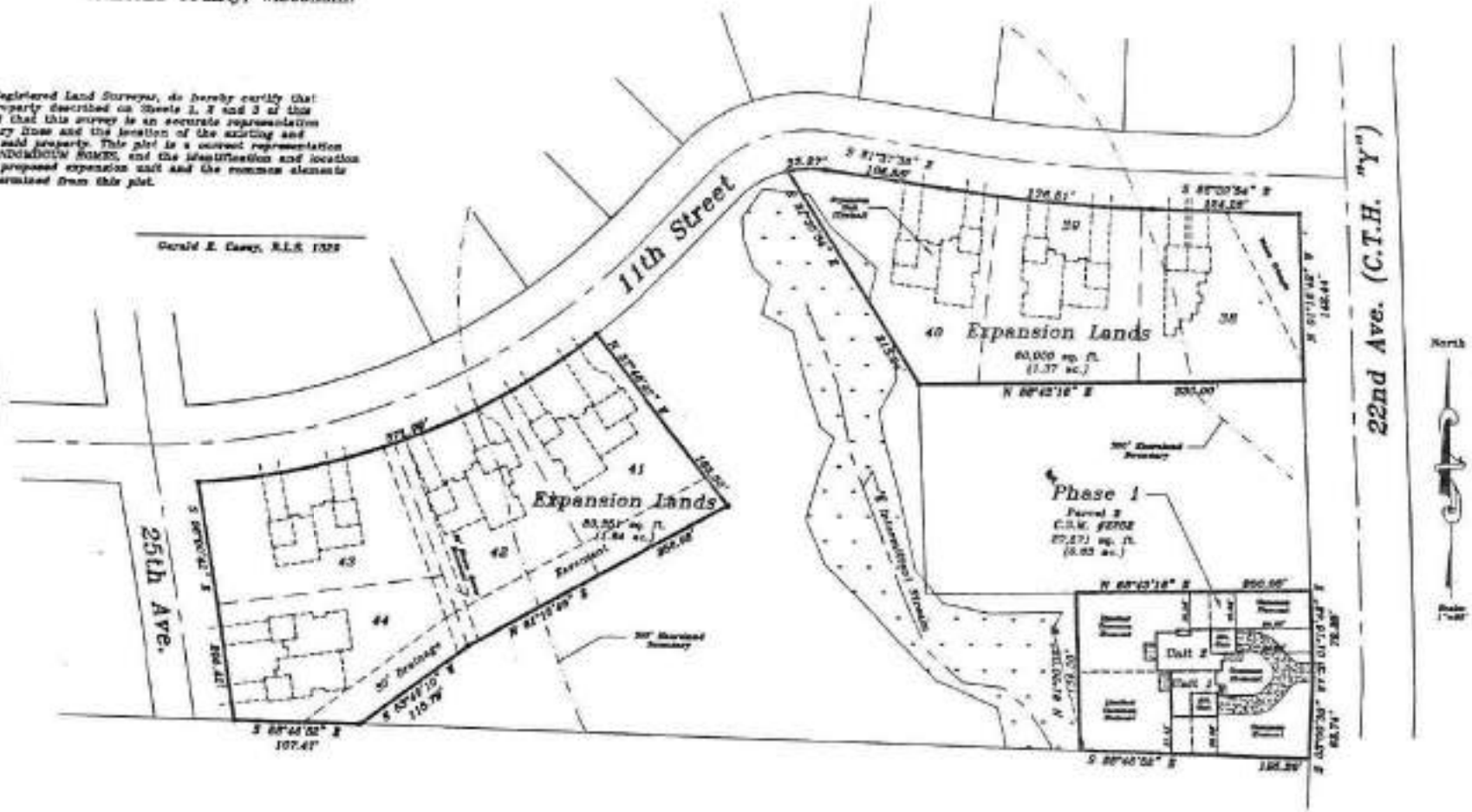
Addresses:
Unit 1 - 1136 22nd Ave., Somers, WI
Unit 2 - 1134 22nd Ave., Somers, WI

I, Gerald E. Casey, a Registered Land Surveyor, do hereby certify that I have surveyed the property described on Sheets 1, 2 and 3 of this condominium plat, and that this survey is an accurate representation of the exterior boundary lines and the location of the existing and proposed buildings on said property. This plat is a correct representation of SOMERS ESTATES CONDOMINIUM HOMES, and the identification and location of each existing unit, proposed expansion unit and the common elements in Phase 1 can be determined from this plat.

Date

Gerald E. Casey, R.L.S. 1329

WISCONSIN
GERALD E. CASEY
S-1329
Greendale, WI
LAND SURVEYOR

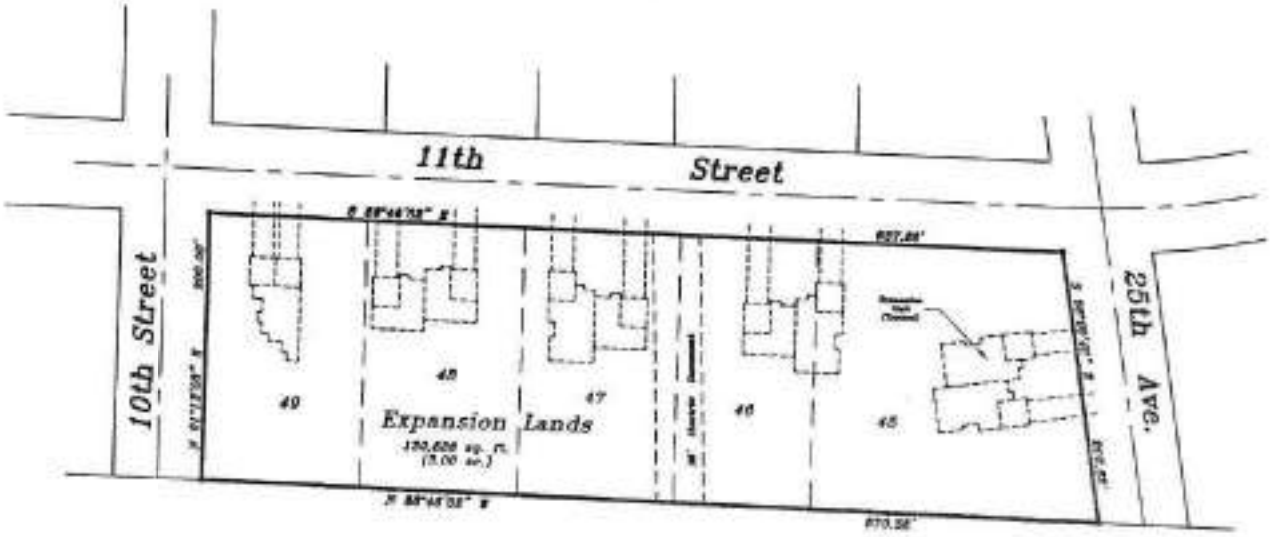


Somers Estates Condominium Homes
(Expansion Lands)

Lots 45 through 49, inclusive, "Somers Estates"
in the SE 1/4 of Section 12, T 2 N, R 22 E,
in the Town of Somers, Kenosha County, Wisconsin.

Declairant:
CrossWinds Development, L.L.C.
P.O. Box 796
Sturtevant, WI 53177-0796

Prepared by:
Metropolitan Survey Service, Inc.
5800 W. Loomis Rd.
Greendale, WI 53129



WISCONSIN
GERALD E. CASEY
S-1329
Greendale, WI
LAND SURVEYOR

MetroData\CondoDocs\S... SomersEstatesCondominiumHomes.dwg

Job No. 95224

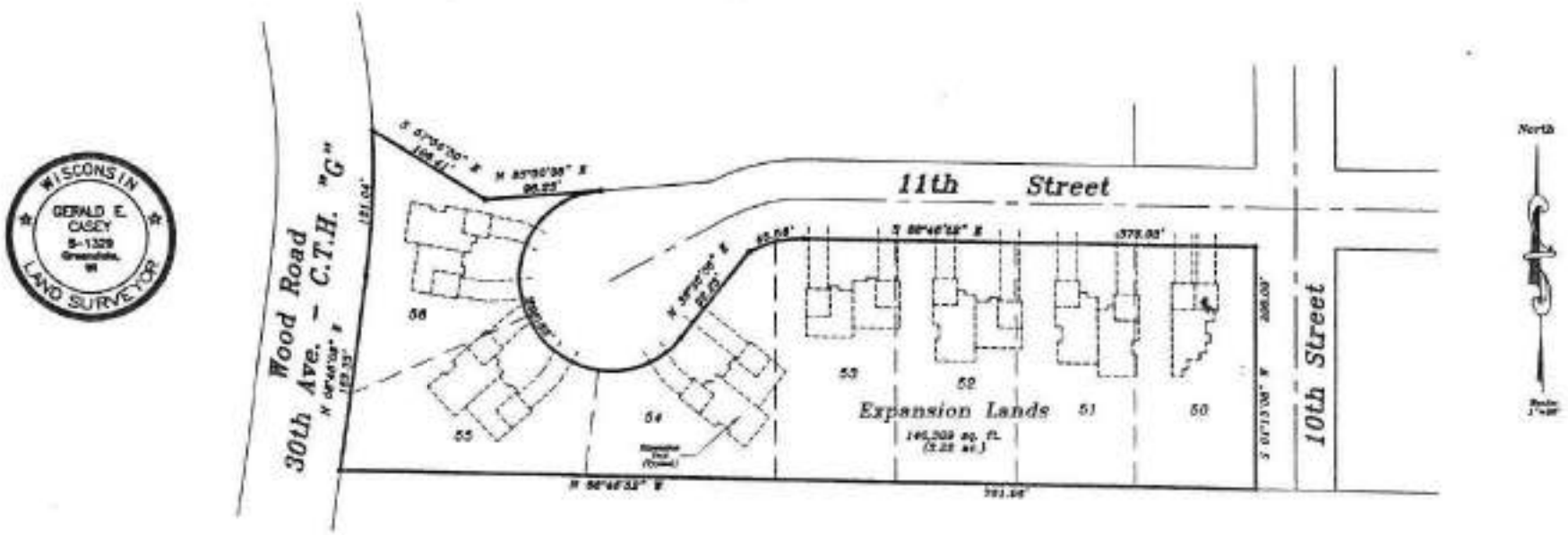
Sh 2 of 7

Somers Estates Condominium Homes
(Expansion Lands)

Lots 50 through 56, inclusive, "Somers Estates"
in the SE 1/4 of Section 12, T 2 N, R 22 E,
in the Town of Somers, Kenosha County, Wisconsin.

Declairant:
CrossWinds Development, L.L.C.
P.O. Box 766
Sturtevant, WI 53177-0766

Prepared by:
Metropolitan Survey Service, Inc.
6200 W. Loomis Rd.
Greendale, WI 53129



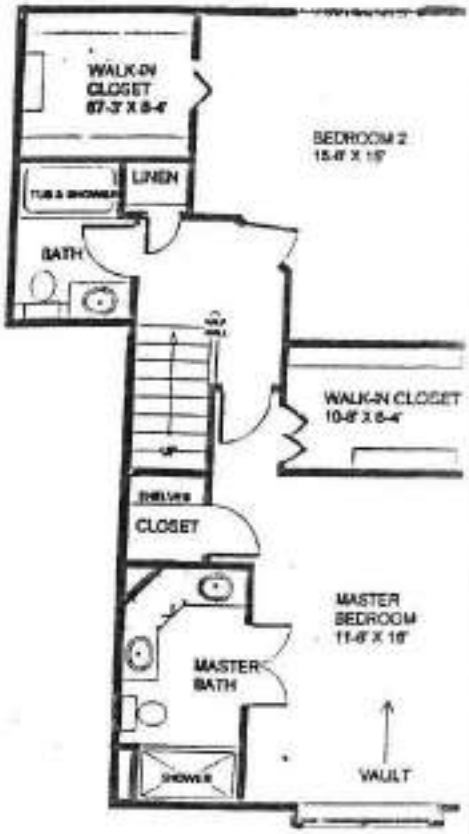
MetroData\CondoDec... ...ars\SomersEstatesCondominiumHomes.dwg

Job No. 95224

Sheet 3 of 7

Somers Estates

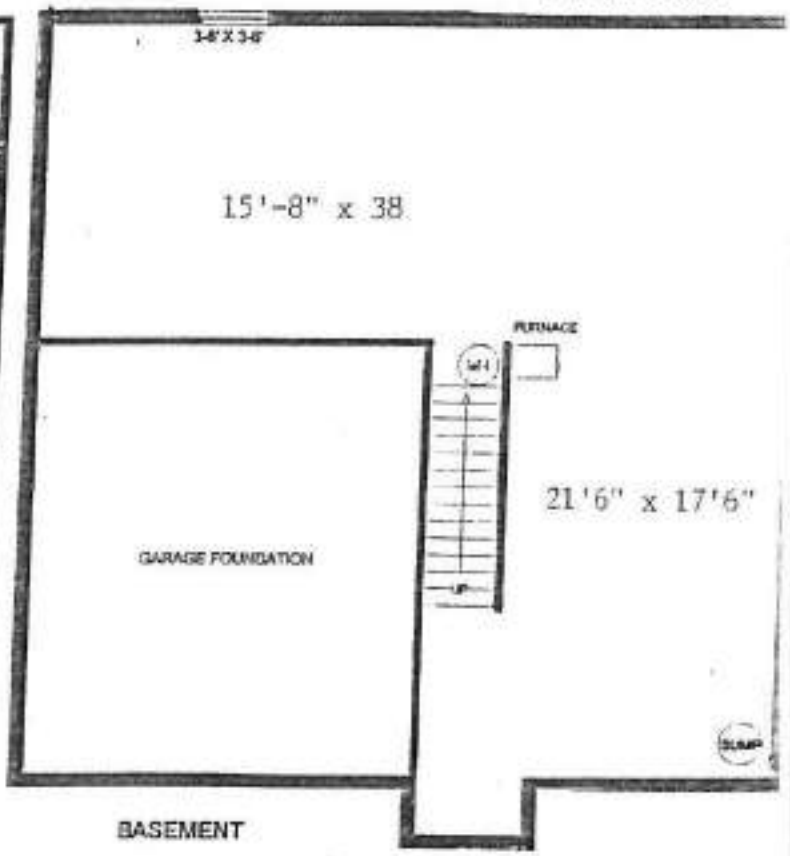
Two Story . Condominium



SECOND FLOOR



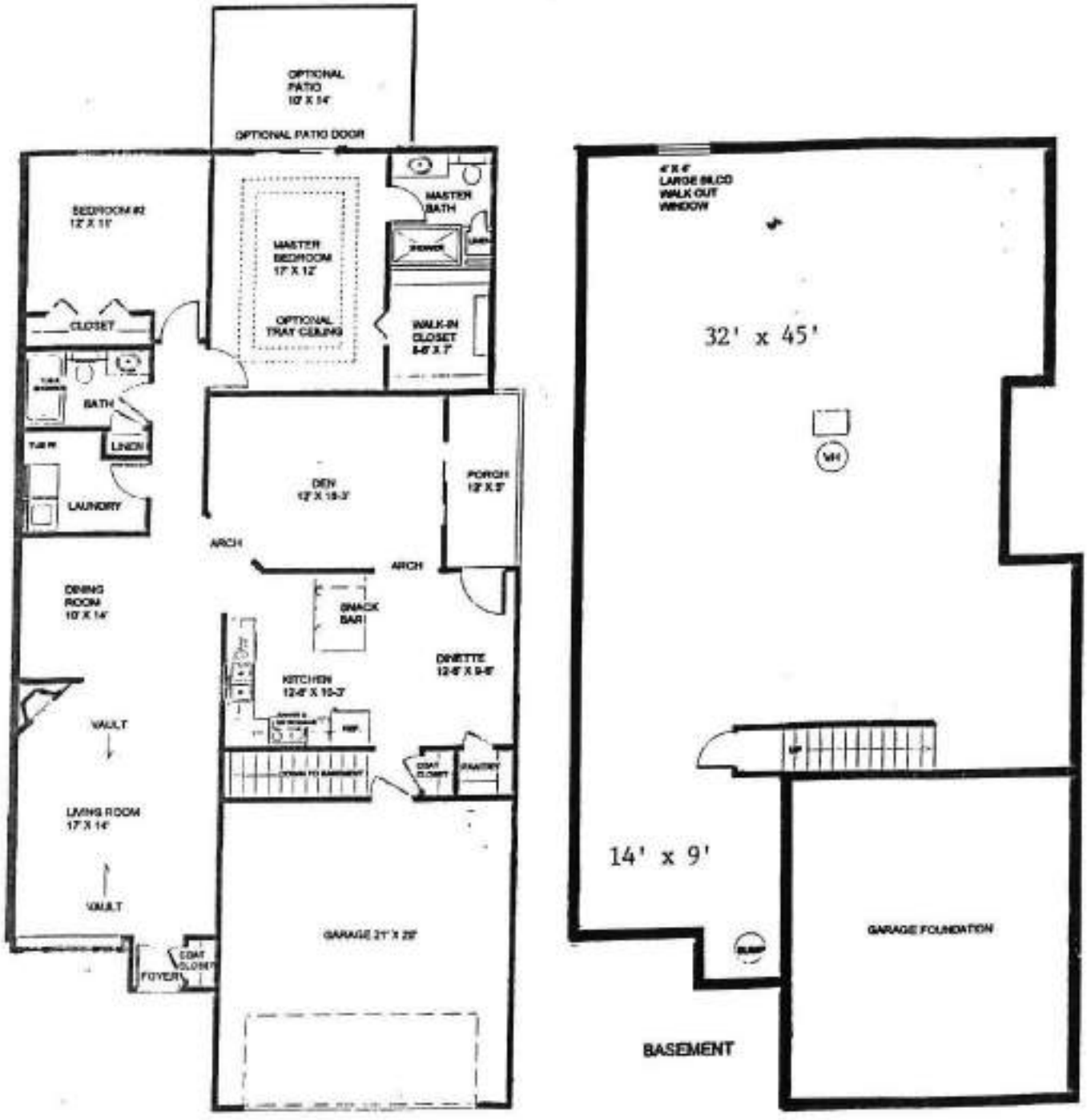
FIRST FLOOR



BASEMENT

Somers Estates

Ranch . Condominium



Document Number

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM

Title of Document

Record this document with the Register of Deeds

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

Attached

(Parcel Identification Number)

INFORMATION PROFESSIONALS COMPANY FOND DU LAC, WI 800-655-2021

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR SOMERS ESTATES CONDOMINIUM HOMES

The undersigned, being the Declarant for Somers Estates Condominium Homes (the "Condominium") created pursuant to that certain Declaration of Condominium for Somers Estates Condominium Homes, dated August 9, 2002 and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on August 9, 2002 as Document No. 1278962, which established Somers Estates Condominium Homes ("Condominium"), herewith amends the Declaration to add the real estate owned by the Declarant and described in Section 1 of this First Amendment to the Condominium and to subject the real estate to the Wisconsin Condominium Ownership Act ("Act"), pursuant to the provisions of Section 12(B) of the Declaration. The address of the condominium, after this Amendment, shall be:

1134 22nd Avenue, Kenosha, Wisconsin 53140
1136 22nd Avenue, Kenosha, Wisconsin 53140
2207 11th Street Kenosha, Wisconsin 53140
2209 11th Street Kenosha, Wisconsin 53140
2215 11th Street Kenosha, Wisconsin 53140
2217 11th Street Kenosha, Wisconsin 53140
2305 11th Street Kenosha, Wisconsin 53140
2307 11th Street Kenosha, Wisconsin 53140
2415 11th Street Kenosha, Wisconsin 53140
2417 11th Street Kenosha, Wisconsin 53140
2423 11th Street Kenosha, Wisconsin 53140
2425 11th Street Kenosha, Wisconsin 53140
2429 11th Street Kenosha, Wisconsin 53140
2431 11th Street Kenosha, Wisconsin 53140
1111 25th Avenue, Kenosha, Wisconsin 53140
1113 25th Avenue, Kenosha, Wisconsin 53140

1. Name of Condominium

The name of the condominium is "Somers Estates Condominium Homes"

2. Description of Land

The land owned by the Declarant and added to the Condominium described in Section 1 of the Declaration is a part of the expansion area described in Exhibit C which was attached to the original Declaration. The portion of the expansion area being added to the Condominium by this Amendment is described in Exhibit A which is attached to this Amendment and incorporated by reference herein. The legal description of the Condominium after recordation of this Amendment is set forth in Exhibit B which is attached hereto.

3. Description of Buildings, Units, Common Elements, and Limited Common Elements

Seven additional 2 Unit buildings containing a total of 14 Units are being constructed or will be constructed as shown on the plat of survey ("plat") attached to this Amendment as Exhibit C. The buildings and Units are as described in Sections 3 and 4 of the Declaration, but are located as shown on the plat attached to this Amendment. Units numbered 3, 8, 12, 13 and 14 are two or three bedroom, three bathroom two story Units which contains approximately 1934 square feet of living space and which include a two car attached garage and a full basement; Units numbered 4, 5, 6, 7, 10, 15 and 16 are two or three bedroom, two bathroom ranch style Units which contain approximately 1695 square feet of living space and which include a two car attached garage and a full basement; Unit number 9 is a two or three bedroom, two bathroom ranch style Unit which contains approximately 1839 square feet of living space and which includes a two car attached garage and a full basement; Unit number 11 is a two or three bedroom, two bathroom ranch style Unit which contains approximately 1695 square feet of living space and which includes a two car attached garage and a full basement. The construction and boundaries of the Units shall be as described in Sections 3 and 4 of the Declaration, and the floor plans attached to the Declaration and to this First Amendment as exhibits. The location of the Units shall be as set forth on the plat which is attached to this Amendment. The common elements and limited common elements are as described in Sections 5 and 6 of the Declaration, but are located as shown on the plat attached to this Amendment. After recordation of this Amendment, the Condominium shall consist of 16 Units and attached garages located in 8 buildings.

4. Unit Value for Common Element Ownership and Voting

Section 7 of the Declaration is amended to provide that each Unit and its owner shall have a one-sixteenth (1/16) interest in common with all other Units and Unit owners in the common and limited common elements, and shall have one vote in matters relating to the Association.

5. Expansion Area

The legal description of the expansion area after recordation of this First Amendment is set forth in Exhibit D and is located as set forth in Exhibit C which are attached to this Amendment and incorporated by reference herein.

6. Continuing Effect of Declaration

Except as amended by this First Amendment, the Declaration shall remain in full force and effect.

Executed this 8 day of October, 2002.

Crosswinds Development, L.L.C.

By Franklin J. Heister Jr
Franklin J. Heister, Jr. Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this 8 day of October, 2002, the above named Franklin J. Heister, Jr., to me known to be the person and member who executed the foregoing instrument and acknowledged the same.

Linda Ann Freeman

*

Notary Public - State of Wisconsin
My commission expires: 6/24/03



Instrument drafted by: John U. Schneider - Attorney at Law
State Bar of Wisconsin #1017140

EXHIBIT A

Description of expansion lands added to condominium by First Amendment To Declaration Of Condominium:

Lots 38, 39, 40, 41, 42, 43 and 44 of Somers Estates, according to the recorded plat thereof. Said land being in the Town of Somers, Kenosha County, Wisconsin.

Tax Parcel Identification Numbers:

Lot#	Tax I.D.
38	80-4-222-124-0438
39	80-4-222-124-0439
40	80-4-222-124-0440
41	80-4-222-124-0441
42	80-4-222-124-0442
43	80-4-222-124-0443
44	80-4-222-124-0444

EXHIBIT B

Description of land within condominium after First Amendment To Declaration Of Condominium:

Parcel 2 of Certified Survey Map No. 2252 as recorded in the Kenosha County Register of Deeds office on May 21, 2001 as Document No. 1219722, being a part pf the Southeast Quarter and Southwest Quarter of Section 12, Township 2 North, Range 22 East, in the Town of Somers, Kenosha County, Wisconsin; together with Lots 38, 39, 40, 41, 42, 43 and 44 of Somers Estates, according to the recorded plat thereof. Said land being in the Town of Somers, Kenosha County, Wisconsin.

From Tax Parcel Identification Numbers:

Lot#	Tax I.D.
38	80-4-222-124-0438
39	80-4-222-124-0439
40	80-4-222-124-0440
41	80-4-222-124-0441
42	80-4-222-124-0442
43	80-4-222-124-0443
44	80-4-222-124-0444

And part of 80-4-222-124-0203

EXHIBIT D

Legal Description - Remaining Expansion Area

Lots 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55 and 56 of Somers Estates Subdivision, according to the recorded plat thereof. Said land being in the Town of Somers, Kenosha County, Wisconsin.

Tax Parcel Identification Numbers:

Lot#	Tax I.D.
45	80-4-222-124-0445
46	80-4-222-124-0446
47	80-4-222-124-0447
48	80-4-222-124-0448
49	80-4-222-124-0449
50	80-4-222-124-0450
51	80-4-222-124-0451
52	80-4-222-124-0452
53	80-4-222-124-0453
54	80-4-222-124-0454
55	80-4-222-124-0455
56	80-4-222-124-0456

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM FOR SOMERS ESTATES CONDOMINIUM HOMES

The undersigned, being the Declarant for Somers Estates Condominium Homes (the "Condominium") created pursuant to that certain Declaration of Condominium for Somers Estates Condominium Homes, dated August 9, 2002 and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on August 9, 2002 as Document No. 1278962, as amended by the First Amendment To Declaration Of Condominium For Somers Estates Condominium Homes dated October 8, 2002 and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on October 8, 2002 as Document No. 1287995 which established Somers Estates Condominium Homes ("Condominium"), herewith amends the Declaration to add the real estate owned by the Declarant and described in Section 1 of this Second Amendment to the Condominium and to subject the real estate to the Wisconsin Condominium Ownership Act ("Act"), pursuant to the provisions of Section 12(B) of the Declaration. The address of the condominium, after this Amendment, shall be as set forth in Exhibit A which is attached hereto and incorporated by reference herein.:

1. Description of Land

The land owned by the Declarant and added to the Condominium described in Section 1 of the Declaration is a part of the expansion area described in Exhibit C which was attached to the original Declaration. The portion of the expansion area being added to the Condominium by this Amendment is described in Exhibit B which is attached to this Amendment and incorporated by reference herein. The legal description of the Condominium after recordation of this Amendment is set forth in Exhibit C which is attached hereto.

2. Description of Buildings, Units, Common Elements, and Limited Common Elements

Five additional 2 Unit buildings containing a total of 10 Units are being constructed or will be constructed as shown on the plat of survey ("plat") attached to this Amendment as Exhibit D. The buildings and Units are as described in Sections 3 and 4 of the Declaration, but are located as shown on the plat attached to this Amendment. Units numbered 20, 21, 23, 25 and 26 are two or three bedroom, three bathroom two story Units which contain approximately 1934 square feet of living space and which include a two car attached garage and a full basement. Units numbered 17, 18, 19, 22 and 24 are two or three bedroom, two bathroom ranch style Units which contain approximately 1695 square feet of living space and which include a two car attached garage and a full basement. The construction and boundaries of the Units shall be as described in Sections 3 and 4 of the Declaration, the floor plans attached to the Declaration, and the floor plans which are attached to this Second Amendment as Exhibits F(i) and F(ii). The location of the Units shall be as set forth on the plat which is attached to this Amendment. The common

elements and limited common elements are as described in Sections 5 and 6 of the Declaration, but are located as shown on the plat attached to this Second Amendment. After recordation of this Amendment, the Condominium shall consist of 26 Units and attached garages located in 13 buildings.

3. Unit Value for Common Element Ownership and Voting

Section 7 of the Declaration is amended to provide that each Unit and its owner shall have a one-twenty-sixth (1/26) interest in common with all other Units and Unit owners in the common and limited common elements, and shall have one vote in matters relating to the Association.

4. Expansion Area

The expansion area after recordation of this First Amendment is described in Exhibit E and is located as set forth in Exhibit D, which exhibits are attached to this Amendment and incorporated by reference herein.

5. Continuing Effect of Declaration

Except as amended by the First Amendment and this Second Amendment, the Declaration shall remain in full force and effect.

Executed this 7th day of February, 2003.

Crosswinds Development, L.L.C.

By: _____
Franklin J. Heister, Jr. Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this 7th day of February, 2003, the above named Franklin J. Heister, Jr., to me known to be the person and member who executed the foregoing instrument and acknowledged the same.

Franklin J. Heister

*

NOTARY SEAL

Notary Public - State of Wisconsin
My commission expires: 6/30/03

Instrument drafted by: John U. Schneider - Attorney at Law
State Bar of Wisconsin #1017140

EXHIBIT A

Address of the Condominium after the Second Amendment To Declaration Of Condominium:

1134 22nd Avenue, Kenosha, Wisconsin 53140
1136 22nd Avenue, Kenosha, Wisconsin 53140
2207 11th Street, Kenosha, Wisconsin 53140
2209 11th Street, Kenosha, Wisconsin 53140
2215 11th Street, Kenosha, Wisconsin 53140
2217 11th Street, Kenosha, Wisconsin 53140
2305 11th Street, Kenosha, Wisconsin 53140
2307 11th Street, Kenosha, Wisconsin 53140
2415 11th Street, Kenosha, Wisconsin 53140
2417 11th Street, Kenosha, Wisconsin 53140
2423 11th Street, Kenosha, Wisconsin 53140
2425 11th Street, Kenosha, Wisconsin 53140
2429 11th Street, Kenosha, Wisconsin 53140
2431 11th Street, Kenosha, Wisconsin 53140
2601 11th Street, Kenosha, Wisconsin 53140
2603 11th Street, Kenosha, Wisconsin 53140
2613 11th Street, Kenosha, Wisconsin 53140
2615 11th Street, Kenosha, Wisconsin 53140
2625 11th Street, Kenosha, Wisconsin 53140
2627 11th Street, Kenosha, Wisconsin 53140
1102 25th Avenue, Kenosha, Wisconsin 53140
1104 25th Avenue, Kenosha, Wisconsin 53140
1111 25th Avenue, Kenosha, Wisconsin 53140
1113 25th Avenue, Kenosha, Wisconsin 53140
1107 27th Avenue, Kenosha, Wisconsin 53140
1109 27th Avenue, Kenosha, Wisconsin 53140

EXHIBIT B

Description of expansion lands added to condominium by Second Amendment To Declaration Of Condominium:

Lots 45, 46, 47, 48 and 49 of Somers Estates, according to the recorded plat thereof. Said land being in the Town of Somers, Kenosha County, Wisconsin.

Tax Parcel Identification Numbers:

Lot#	Tax I.D.
45	80-4-222-124-0438
46	80-4-222-124-0439
47	80-4-222-124-0440
48	80-4-222-124-0441
49	80-4-222-124-0442

EXHIBIT C

Description of land within condominium after First Amendment To Declaration Of Condominium:

Parcel 2 of Certified Survey Map No. 2252 as recorded in the Kenosha County Register of Deeds office on May 21, 2001 as Document No. 1219722, being a part pf the Southeast Quarter and Southwest Quarter of Section 12, Township 2 North, Range 22 East, in the Town of Somers, Kenosha County, Wisconsin; together with Lots 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48 and 49 of Somers Estates, according to the recorded plat thereof. Said land being in the Town of Somers, Kenosha County, Wisconsin.

EXHIBIT D

(PLAT OF SURVEY)

Somers Estates Condominium Homes

Lots 38 through 49, inclusive, "Somers Estates", and Parcel 2 of C.S.M. #2252, all in the SE 1/4 of Section 12, T 2 N, R 22 E, in the Town of Somers, Kenosha County, Wisconsin.

Declarant:
CrossWinds Development, L.L.C.
P.O. Box 785
Sturtevant, WI 53177-0788

Prepared by:
Metropolitan Survey Service, Inc.
5200 W. Loomis Rd.
Greendale, WI 53129

I, Michael P. Casey, a Registered Land Surveyor, do hereby certify that I have surveyed the property described on Sheet 1 of this condominium plat, and that this survey is an accurate representation of the exterior boundary lines and the location of the existing and proposed buildings on said property. This plat is a correct representation of SOMERS ESTATES CONDOMINIUM HOMES, and the identification and location of each existing unit, proposed expansion unit and the common elements can be determined from this plat.

Date

Michael P. Casey, R.L.S. 2482

Addresses:

Unit 1 - 1936 22nd Ave., Somers, WI
Unit 2 - 1934 22nd Ave., Somers, WI
Unit 3 - 2007 11th St., Somers, WI
Unit 4 - 2009 11th St., Somers, WI
Unit 5 - 2015 11th St., Somers, WI
Unit 6 - 2017 11th St., Somers, WI
Unit 7 - 2309 11th St., Somers, WI
Unit 8 - 2307 11th St., Somers, WI
Unit 9 - 2415 11th St., Somers, WI
Unit 10 - 2417 11th St., Somers, WI
Unit 11 - 2423 11th St., Somers, WI
Unit 12 - 2429 11th St., Somers, WI
Unit 13 - 2429 11th Ave., Somers, WI
Unit 14 - 2431 11th Ave., Somers, WI
Unit 15 - 1111 25th Ave., Somers, WI
Unit 16 - 1113 25th Ave., Somers, WI

WISCONSIN
MICHAEL P. CASEY
S-2482
MUSKEGO, WI
LAND SURVEYOR



Certificate

Job No. 95224

Sheet 1 of 3

EXHIBIT E

Legal Description - Remaining Expansion Area:

Lots 50, 51, 52, 53, 54, 55 and 56 of Somers Estates Subdivision, according to the recorded plat thereof. Said land being in the Town of Somers, Kenosha County, Wisconsin.

Tax Parcel Identification Numbers:

Lot#	Tax I.D.
50	80-4-222-124-0450
51	80-4-222-124-0451
52	80-4-222-124-0452
53	80-4-222-124-0453
54	80-4-222-124-0454
55	80-4-222-124-0455
56	80-4-222-124-0456

Somers Estates Condominium Homes

Lots 38 through 49, inclusive, "Somers Estates", and Parcel 2 of C.S.M. #2252, all in the SE 1/4 of Section 12, T 2 N, R 22 E, in the Town of Somers, Kenosha County, Wisconsin.

Declarant:
Crossfields Development, L.L.C.
P.O. Box 766
Sturtevant, WI 53177-0766

Prepared by:
Metropolitan Survey Service, Inc.
5200 W. Loomis Rd.
Greendale, WI 53170

I, Michael P. Casey, a Registered Land Surveyor, do hereby certify that I have surveyed the property described on Sheet 1 of this condominium plat, and that this survey is an accurate representation of the exterior boundary lines and the location of the existing and proposed buildings on said property. This plat is a correct representation of SOMERS ESTATES CONDOMINIUM HOMES, and the identification and location of each existing unit, proposed expansion unit and the common elements can be determined from this plat.

Date

Michael P. Casey, R.L.S. 2452

Addresses:

Unit 1 - 1135 22nd Ave., Somers, WI
Unit 2 - 1134 22nd Ave., Somers, WI
Unit 3 - 2207 11th St., Somers, WI
Unit 4 - 2209 11th St., Somers, WI
Unit 5 - 2215 11th St., Somers, WI
Unit 6 - 2217 11th St., Somers, WI
Unit 7 - 2205 11th St., Somers, WI
Unit 8 - 2207 11th St., Somers, WI
Unit 9 - 2415 11th St., Somers, WI
Unit 10 - 2417 11th St., Somers, WI
Unit 11 - 2425 11th St., Somers, WI
Unit 12 - 2425 11th St., Somers, WI
Unit 13 - 2425 11th Ave., Somers, WI
Unit 14 - 2421 11th Ave., Somers, WI
Unit 15 - 1111 25th Ave., Somers, WI
Unit 16 - 1117 25th Ave., Somers, WI



Job No. 95224

Sheet __ of 3

EXHIBIT E

Legal Description - Remaining Expansion Area:

Lots 50, 51, 52, 53, 54, 55 and 56 of Somers Estates Subdivision, according to the recorded plat thereof. Said land being in the Town of Somers, Kenosha County, Wisconsin.

Tax Parcel Identification Numbers:

Lot#	Tax I.D.
50	80-4-222-124-0450
51	80-4-222-124-0451
52	80-4-222-124-0452
53	80-4-222-124-0453
54	80-4-222-124-0454
55	80-4-222-124-0455
56	80-4-222-124-0456

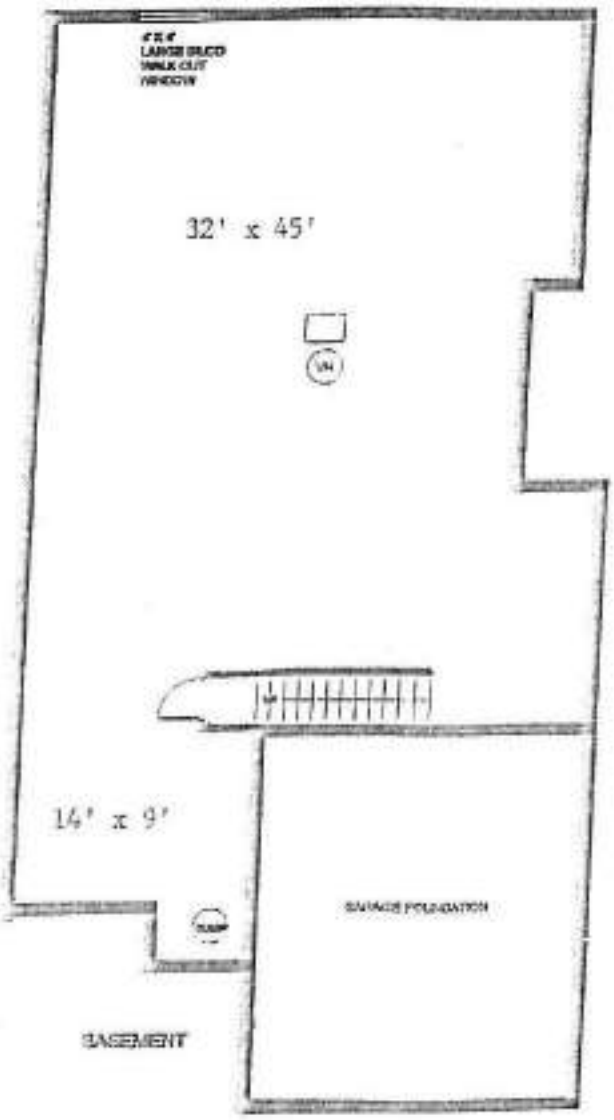
Exhibit f (I)

Somers Estates Condominium Homes

Town of Somers, Kenosha County, Wisconsin

Ranch Floor Plan: Units 17,18,19,22,24,

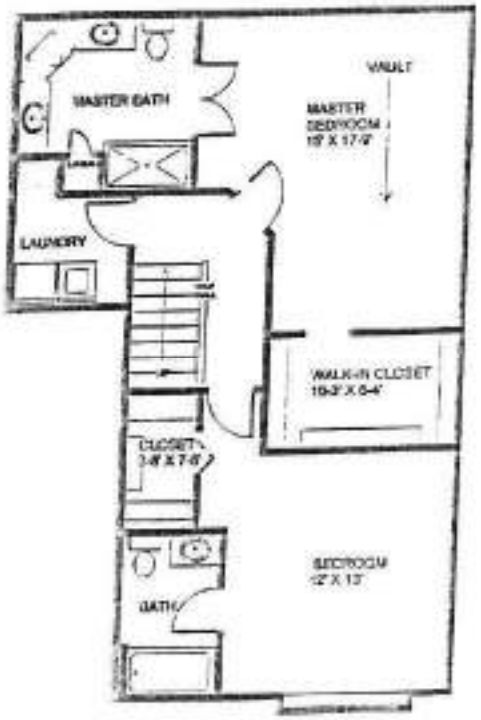




Somers Estates Condominium Homes

Town of Somers, Kenosha County, Wisconsin

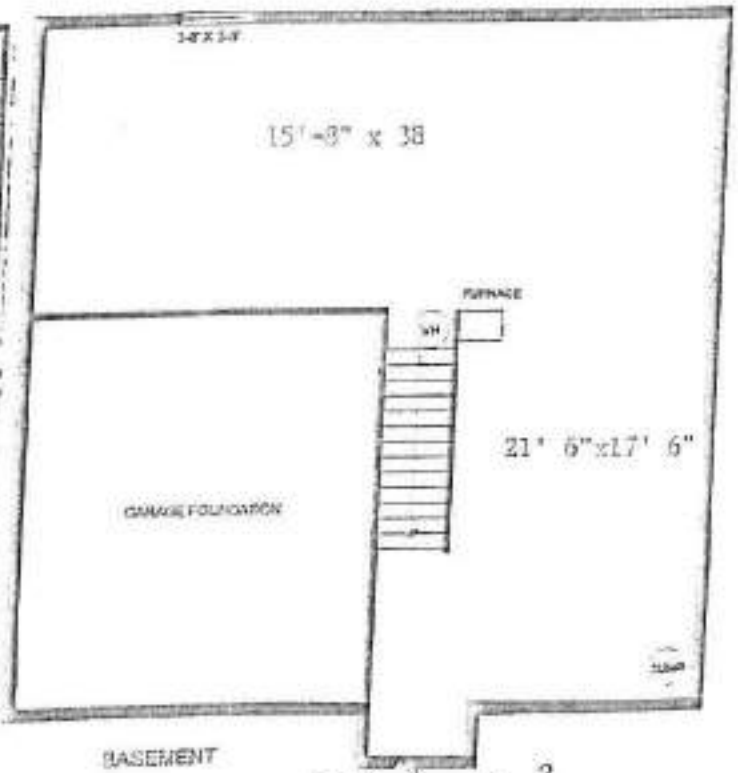
Two Story Floor Plan: Units 20, 21,23,25, 26



SECOND FLOOR



FIRST FLOOR



BASEMENT

Document Number

Third Amendment to Declaration of Condominium
Somers Estates Condominium Homes
Title of Document

Record this document with the Register of Deeds

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

(Parcel Identification Number)

INFORMATION PROFESSIONALS COMPANY FOND DU LAC, WI 800-655-2021

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM FOR SOMERS ESTATES CONDOMINIUM HOMES

The undersigned, being the Declarant for Somers Estates Condominium Homes (the "Condominium") created pursuant to that certain Declaration of Condominium for Somers Estates Condominium Homes, dated August 9, 2002 and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on August 9, 2002 as Document No. 1278962, as amended by the First Amendment To Declaration Of Condominium For Somers Estates Condominium Homes dated October 8, 2002 and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on October 8, 2002 as Document No. 1287995, and as further amended by the Second Amendment To Declaration Of Condominium For Somers Estates Condominium Homes dated February 7, 2003. and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on February 12, 2003, as Document No. 1310418, which established Somers Estates Condominium Homes ("Condominium"), herewith amends the Declaration to alter the design of a Unit pursuant to the provisions of Section 12(c) of the Declaration.

1. Interchange of Unit Type

Unit 9 was described in the First Amendment To Declaration Of Condominium For Somers Estates Condominium Homes as being a two or three bedroom, two bathroom ranch style Unit which contains approximately 1839 square feet of living space and which includes a two car attached garage and a full basement. Pursuant to Section 12 (c) of the Declaration, the Declarant has elected to modify the design of Unit 9. As modified by this Third Amendment, the description of Unit 9 is a two or three bedroom, two bathroom ranch style Unit which contains approximately 1695 square feet of living space and which includes a two car attached garage and a full basement. The construction and boundaries of Unit 9 shall be as described in Sections 3 and 4 of the Declaration and the floor plans which are attached to this Third Amendment as Exhibit B. The location of the Unit shall be as set forth on the plat which is attached to this Third Amendment as Exhibit C.

2. Unit Addresses / Tax Parcel Identification

This Third Amendment does not modify the addresses or the tax parcel identification numbers which have previously been assigned to the Units.

3. Continuing Effect of Declaration

Except as amended by the First Amendment, the Second Amendment and this Third Amendment, the Declaration shall remain in full force and effect.

Executed this 17 day of April, 2003.

Crosswinds Development, L.L.C.

By: Franklin J. Heister, Jr.
Franklin J. Heister, Jr. Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this 17 day of April, 2003, the above named Franklin J. Heister, Jr., to me known to be the person and member who executed the foregoing instrument and acknowledged the same.

Tina Ann Rossmann

Notary Public - State of Wisconsin
My commission expires: 6/29/03

TINA ANN ROSSMANN NOTARY PUBLIC STATE OF WISCONSIN NOTARY SEAL

Instrument drafted by: John U. Schneider - Attorney at Law
State Bar of Wisconsin #1017140

EXHIBIT A

Description of land within condominium after Third Amendment To Declaration Of Condominium:

Parcel 2 of Certified Survey Map No. 2252 as recorded in the Kenosha County Register of Deeds office on May 21, 2001 as Document No. 1219722, being a part pf the Southeast Quarter and Southwest Quarter of Section 12, Township 2 North, Range 22 East, in the Town of Somers, Kenosha County, Wisconsin; together with Lots 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48 and 49 of Somers Estates, according to the recorded plat thereof. Said land being in the Town of Somers, Kenosha County, Wisconsin.

EXHIBIT B

(floor plan for units 9 & 10)

Somers Estates Condominium Homes

Town of Somers, Kenosha County, Wisconsin

Ranch Floor Plan:
Unit 9 & 10

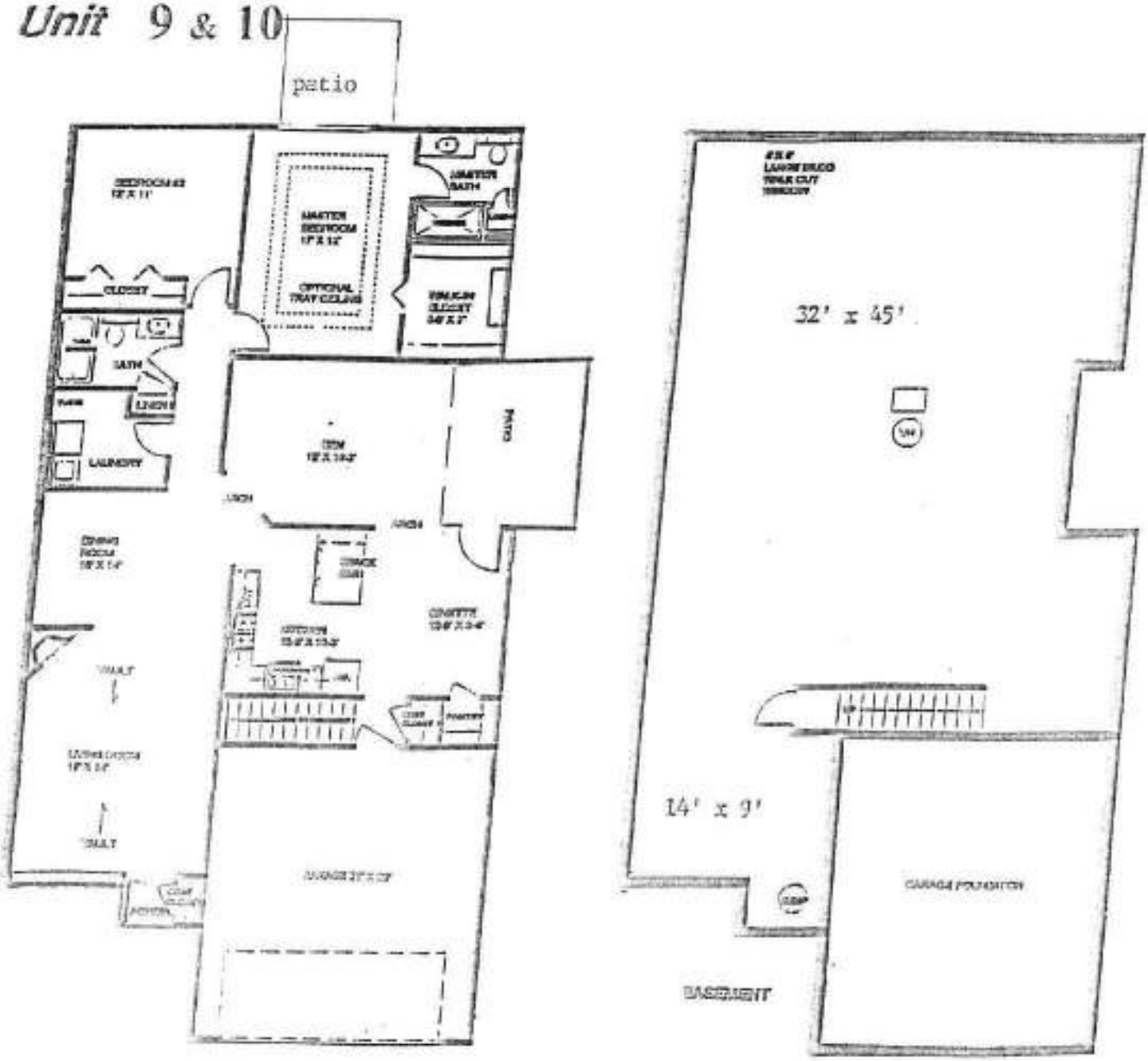


EXHIBIT C
(revised condominium plat)

Somers Estates Condominium Homes

Lots 38 through 49, inclusive, "Somers Estates", and Parcel 2 of C.S.M. #2252, all in the SE 1/4 of Section 12, T 2 N, R 22 E, in the Town of Somers, Kenosha County, Wisconsin.

Declarant:
CrossWinds Development, L.L.C.
P.O. Box 744
Sturtevant, WI 53177-0744

Prepared by:
Metropolitan Survey Service, Inc.
5103 W. Loomis Rd.
Greendale, WI 53129

I, Michael P. Casey, a Registered Land Surveyor, do hereby certify that I have surveyed the property described on Sheet 1 of this condominium plat, and that this survey is an accurate representation of the exterior boundary lines and the location of the existing and proposed buildings on said property. This plat is a correct representation of SOMERS ESTATES CONDOMINIUM HOMES, and the identification and location of each existing unit, proposed expansion unit and the common elements can be determined from this plat.

Date

Michael P. Casey, P.L.S. 2452

Addresses:

Unit 1 - 1138 22nd Ave., Somers, WI
Unit 2 - 1134 22nd Ave., Somers, WI
Unit 3 - 2212 11th St., Somers, WI
Unit 4 - 2209 11th St., Somers, WI
Unit 5 - 2215 11th St., Somers, WI
Unit 6 - 2217 11th St., Somers, WI
Unit 7 - 2305 11th St., Somers, WI
Unit 8 - 2307 11th St., Somers, WI
Unit 9 - 2415 11th St., Somers, WI
Unit 10 - 2417 11th St., Somers, WI
Unit 11 - 2423 11th St., Somers, WI
Unit 12 - 2425 11th St., Somers, WI
Unit 13 - 2429 11th Ave., Somers, WI
Unit 14 - 2431 11th Ave., Somers, WI
Unit 15 - 1111 25th Ave., Somers, WI
Unit 16 - 1113 25th Ave., Somers, WI



Data\CondoDecl\Somers ...EstatesCondominiumHomes.dwg

Job No. 95224

Sh... of 3

Somers Estates Condominium Homes

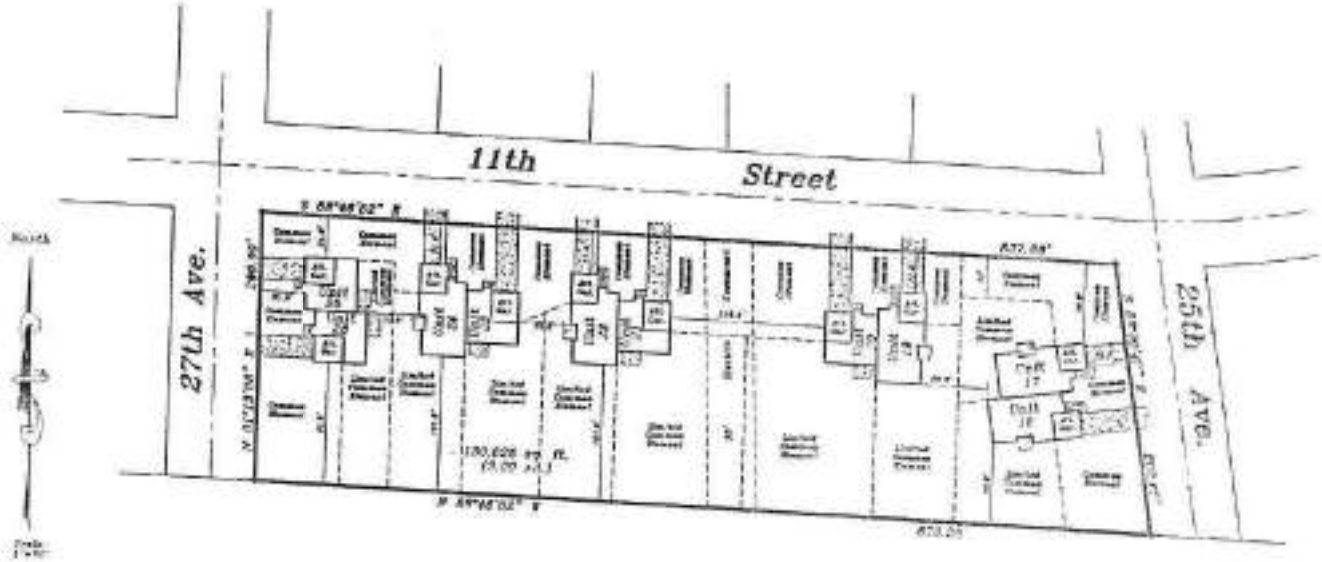
Lots 38 through 49, inclusive, "Somers Estates", and Parcel 2 of C.S.M. #2252, all in the SE 1/4 of Section 12, T 2 N, R 22 E, in the Town of Somers, Kenosha County, Wisconsin.

Addresses:

Unit 17 - 1102 25th Ave., Somers, WI
Unit 18 - 1104 25th Ave., Somers, WI
Unit 19 - 2601 11th St., Somers, WI
Unit 20 - 2603 11th St., Somers, WI
Unit 21 - 2613 11th St., Somers, WI
Unit 22 - 2616 11th St., Somers, WI
Unit 23 - 2626 11th St., Somers, WI
Unit 24 - 2627 11th St., Somers, WI
Unit 25 - 1107 27th Ave., Somers, WI
Unit 26 - 1109 27th Ave., Somers, WI

Declarant:
CrossWinds Development, L.L.C.
P.O. Box 766
Sturtevant, WI 53177-0766

Prepared by:
Metropolitan Survey Service, Inc.
8250 W. Loomis Rd.
Greendale, WI 53129



WISCONSIN
MICHAEL P. CASEY
S-2482
MUSKEGO, WI
LAND SURVEYOR

Certification

Job No. 95224

Sheet 2 of 3

Somers Estates Condominium Homes
(Expansion Lands)

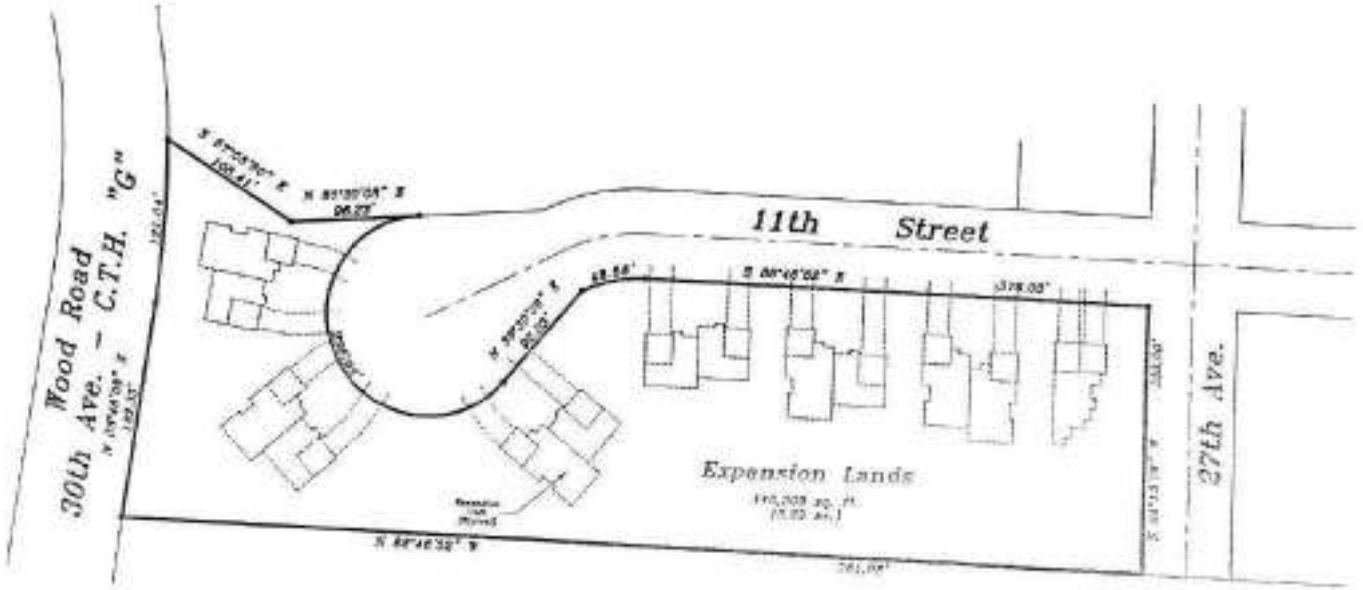
Lots 50 through 66, inclusive, "Somers Estates"
in the SE 1/4 of Section 12, T 2 N, R 22 E,
in the Town of Somers, Kenosha County, Wisconsin.

Certification

Declarant:
Greenfield's Development, L.L.C.
P.O. Box 766
Sturtevant, WI 53177-0766

Prepared by:
Metropolitan Survey Service, Inc.
5200 W. Loomis Rd.
Greendale, WI 53129





Job No. 95224

Sheet 2 of 3

Document Number

Fourth Amendment To Declaration of Condominium Somers Estates Condominium Homes

Title of Document

Record this document with the Register of Deeds

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

(Parcel Identification Number)

INFORMATION PROFESSIONALS COMPANY FOND DU LAC, WI 800-836-0021

FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR SOMERS ESTATES CONDOMINIUM HOMES

The undersigned, being the Declarant for Somers Estates Condominium Homes (the "Condominium") created pursuant to that certain Declaration of Condominium for Somers Estates Condominium Homes, dated August 9, 2002 and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on August 9, 2002 as Document No. 1278962, as amended by the First Amendment To Declaration Of Condominium For Somers Estates Condominium Homes dated October 8, 2002 and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on October 8, 2002 as Document No. 1287995, and as further amended by the Second Amendment To Declaration Of Condominium For Somers Estates Condominium Homes dated February 7, 2003, and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on February 12, 2003, as Document No. 1310418, and as further amended by the Third Amendment To Declaration Of Condominium For Somers Estates Condominium Homes dated April 17, 2003, and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on April 17, 2003, as Document No. 1322412, which established Somers Estates Condominium Homes ("Condominium"), herewith amends the Declaration to add the real estate owned by the Declarant and described in Section 1 of this Fourth Amendment to the Condominium and to subject the real estate to the Wisconsin Condominium Ownership Act ("Act"), pursuant to the provisions of Section 12(B) of the Declaration. The address of the condominium, after this Amendment, shall be as set forth in Exhibit A which is attached hereto and incorporated by reference herein

1. Description of Land

The land owned by the Declarant and added to the Condominium described in Section 1 of the Declaration is a part of the expansion area described in Exhibit C which was attached to the original Declaration. The portion of the expansion area being added to the Condominium by this Amendment is described in Exhibit B which is attached to this Amendment and incorporated by reference herein. The legal description of the Condominium after recordation of this Amendment is set forth in Exhibit C which is attached hereto.

2. Description of Buildings, Units, Common Elements, and Limited Common Elements

Three additional 2 Unit buildings containing a total of 6 Units are being constructed or will be constructed as shown on the plat of survey ("plat") attached to this Amendment as Exhibit D. The buildings and Units are as described in Sections 3 and 4 of the Declaration, but are located as shown on the plat attached to this Amendment. Units numbered 35, 37 and 39 are two or three bedroom, three bathroom two story Units which contain approximately 1934 square feet of living space and

which include a two car attached garage and a full basement; Units numbered 36, 38 and 40 are two or three bedroom, two bathroom ranch style Units which contain approximately 1700 square feet of living space and which include a two car attached garage and a full basement. The construction and boundaries of the Units shall be as described in Sections 3 and 4 of the Declaration, the floor plans attached to the Declaration, and the floor plans which are attached to this Fourth Amendment as Exhibit F. The location of the Units shall be as set forth on the plat which is attached to this Amendment. The common elements and limited common elements are as described in Sections 5 and 6 of the Declaration, but are located as shown on the plat attached to this Fourth Amendment. After recordation of this Amendment, the Condominium shall consist of 32 Units and attached garages located in 16 buildings.

3. Unit Value for Common Element Ownership and Voting

Section 7 of the Declaration is amended to provide that each Unit and its owner shall have a one-thirty-second (1/32) interest in common with all other Units and Unit owners in the common and limited common elements, and shall have one vote in matters relating to the Association.

4. Expansion Area

The expansion area after recordation of this First Amendment is described in Exhibit E and is located as set forth in Exhibit D, which exhibits are attached to this Amendment and incorporated by reference herein.

5. Continuing Effect of Declaration

Except as amended by the First Amendment, the Second Amendment, the Third Amendment and this Fourth Amendment, the Declaration shall remain in full force and effect.

Executed this _____ day of May, 2003.

Crosswinds Development, L.L.C.

By: _____
Franklin J. Heister, Jr. Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this 20 day of May, 2003, the above named Franklin J. Heister, Jr., to me known to be the person and member who executed the foregoing instrument and acknowledged the same.

*

Notary Public - State of Wisconsin
My commission expires: 6/29/03



Instrument drafted by: John U. Schneider - Attorney at Law
State Bar of Wisconsin #1017140

EXHIBIT A

Address of the Condominium after the Second Amendment To Declaration Of Condominium:

1134 22nd Avenue, Kenosha, Wisconsin 53140
1136 22nd Avenue, Kenosha, Wisconsin 53140
2207 11th Street, Kenosha, Wisconsin 53140
2209 11th Street, Kenosha, Wisconsin 53140
2215 11th Street, Kenosha, Wisconsin 53140
2217 11th Street, Kenosha, Wisconsin 53140
2305 11th Street, Kenosha, Wisconsin 53140
2307 11th Street, Kenosha, Wisconsin 53140
2415 11th Street, Kenosha, Wisconsin 53140
2417 11th Street, Kenosha, Wisconsin 53140
2423 11th Street, Kenosha, Wisconsin 53140
2425 11th Street, Kenosha, Wisconsin 53140
2429 11th Street, Kenosha, Wisconsin 53140
2431 11th Street, Kenosha, Wisconsin 53140
2601 11th Street, Kenosha, Wisconsin 53140
2603 11th Street, Kenosha, Wisconsin 53140
2613 11th Street, Kenosha, Wisconsin 53140
2615 11th Street, Kenosha, Wisconsin 53140
2625 11th Street, Kenosha, Wisconsin 53140
2627 11th Street, Kenosha, Wisconsin 53140
1102 25th Avenue, Kenosha, Wisconsin 53140
1104 25th Avenue, Kenosha, Wisconsin 53140
1111 25th Avenue, Kenosha, Wisconsin 53140
1113 25th Avenue, Kenosha, Wisconsin 53140
1107 27th Avenue, Kenosha, Wisconsin 53140
1109 27th Avenue, Kenosha, Wisconsin 53140
2901 11th Street, Kenosha, Wisconsin 53140
2903 11th Street, Kenosha, Wisconsin 53140
2911 11th Street, Kenosha, Wisconsin 53140
2913 11th Street, Kenosha, Wisconsin 53140
2921 11th Street, Kenosha, Wisconsin 53140
2923 11th Street, Kenosha, Wisconsin 53140

EXHIBIT B

Description of expansion lands added to condominium by Second Amendment To Declaration Of Condominium:

Lots 54, 55 and 56 of Somers Estates, according to the recorded plat thereof. Said land being in the Town of Somers, Kenosha County, Wisconsin.

Tax Parcel Identification Numbers:

Lot#	Tax I.D.
54	80-4-222-124-0454
55	80-4-222-124-0455
56	80-4-222-124-0456

EXHIBIT C

Description of land within condominium after First Amendment To Declaration Of Condominium:

Parcel 2 of Certified Survey Map No. 2252 as recorded in the Kenosha County Register of Deeds office on May 21, 2001 as Document No. 1219722, being a part pf the Southeast Quarter and Southwest Quarter of Section 12, Township 2 North, Range 22 East, in the Town of Somers, Kenosha County, Wisconsin; together with Lots 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 54, 55 and 56 of Somers Estates, according to the recorded plat thereof. Said land being in the Town of Somers, Kenosha County, Wisconsin.

EXHIBIT D

(PLAT OF SURVEY)

Somers Estates Condominium Homes

Lots 38 through 49, inclusive, and Lots 54 through 56, inclusive, "Somers Estates", and Parcel 2 of C.S.M. #2258, all in the SE 1/4 of Section 12, T 2 N, R 22 E, in the Town of Somers, Kenosha County, Wisconsin.

Declarant:
CrossWinds Development, L.L.C.
P.O. Box 788
Shorewood, WI 53177-0788

Prepared by:
Metropolitan Survey Service, Inc.
5330 W. Loomis Rd.
Greendale, WI 53129

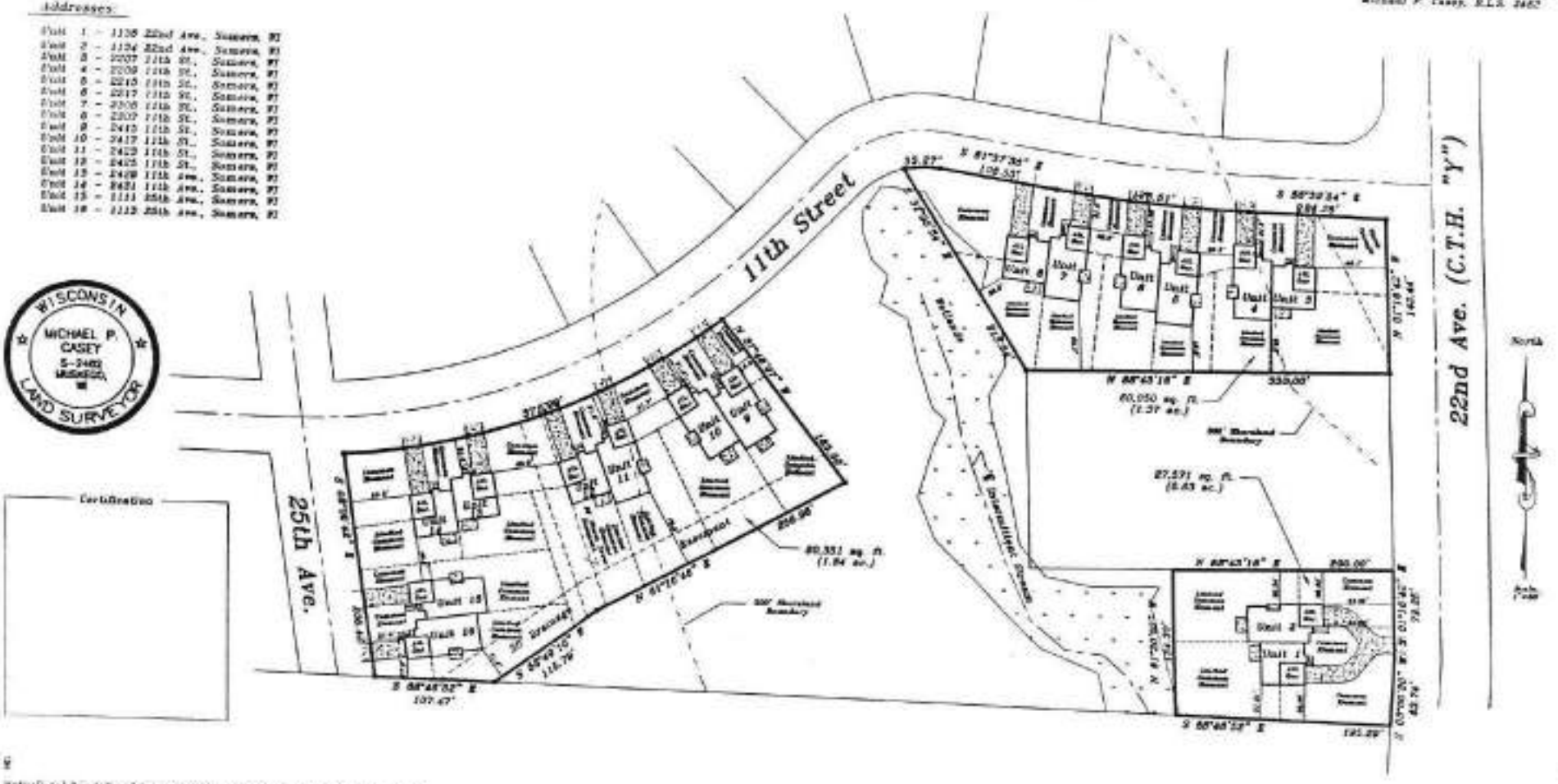
I, Michael P. Casey, a Registered Land Surveyor, do hereby certify that I have surveyed the property described on Sheet 1 of this condominium plat, and that this survey is an accurate representation of the exterior boundary lines and the location of the existing and proposed buildings on said property. This plat is a correct representation of SOMERS ESTATES CONDOMINIUM HOMES, and the identification and location of each existing unit, proposed expansion unit and the common elements can be determined from this plat.

Date

Michael P. Casey, R.L.S. 2462

Addresses:

Unit 1 - 1136 22nd Ave., Somers, WI
Unit 2 - 1134 22nd Ave., Somers, WI
Unit 3 - 2207 11th St., Somers, WI
Unit 4 - 2209 11th St., Somers, WI
Unit 5 - 2215 11th St., Somers, WI
Unit 6 - 2217 11th St., Somers, WI
Unit 7 - 2306 11th St., Somers, WI
Unit 8 - 2307 11th St., Somers, WI
Unit 9 - 2415 11th St., Somers, WI
Unit 10 - 2417 11th St., Somers, WI
Unit 11 - 2423 11th St., Somers, WI
Unit 12 - 2425 11th St., Somers, WI
Unit 13 - 2429 11th Ave., Somers, WI
Unit 14 - 2421 11th Ave., Somers, WI
Unit 15 - 1131 25th Ave., Somers, WI
Unit 16 - 1133 25th Ave., Somers, WI



J:\Data\Condo\Somers\SomersEstatesCondominiumHomes.dwg

Job No. 05994

Sheet 1 of 2

Somers Estates Condominium Homes

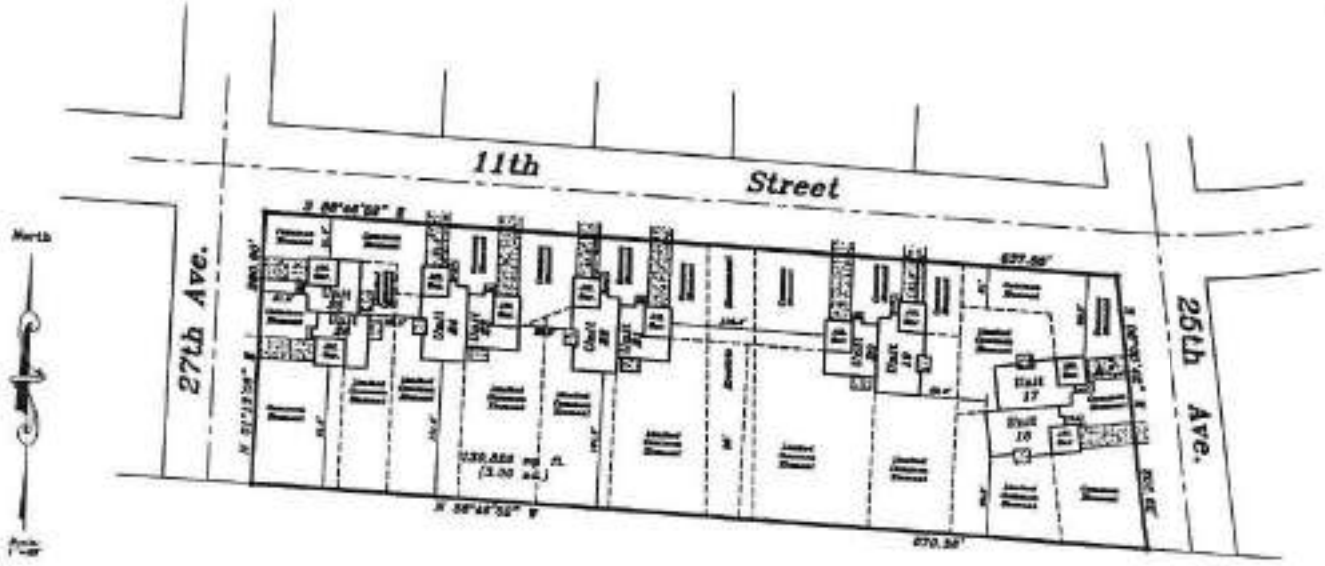
Lots 38 through 49, inclusive, and Lots 54 through 56, inclusive, "Somers Estates", and Parcel 2 of C.S.M. #2252, all in the SE 1/4 of Section 12, T 2 N, R 22 E, in the Town of Somers, Kenosha County, Wisconsin.

Addresses:

Unit 17 - 1108 25th Ave., Somers, WI
Unit 18 - 1104 25th Ave., Somers, WI
Unit 19 - 2801 11th St., Somers, WI
Unit 20 - 2805 11th St., Somers, WI
Unit 21 - 2813 11th St., Somers, WI
Unit 22 - 2815 11th St., Somers, WI
Unit 23 - 2625 11th St., Somers, WI
Unit 24 - 2627 11th St., Somers, WI
Unit 25 - 1107 27th Ave., Somers, WI
Unit 26 - 1109 27th Ave., Somers, WI

Declarant:
CrossWinds Development, L.L.C.
P.O. Box 788
Sturtevant, WI 53177-0788

Prepared by:
Metropolitan Survey Service, Inc.
3200 W. Loomis Rd.
Greenfield, WI 53129



WISCONSIN
MICHAEL P. CASEY
5-2482
MUSKEGO, WI
LAND SURVEYOR

Certification

MetroData\CondoDocs\Somers\SomersEstatesCondominiumHomes.dwg

Job No. 95224

Sheet 2 of 3

Somers Estates Condominium Homes

Lots 38 through 49, inclusive, and Lots 54 through 56, inclusive, "Somers Estates", and Parcel 2 of C.S.M. #2252, all in the SE 1/4 of Section 12, T 2 N, R 22 E, in the Town of Somers, Kenosha County, Wisconsin.

Somers Estates Condominium Homes (Expansion Lands)

Lots 50 through 53, inclusive, "Somers Estates" in the SE 1/4 of Section 12, T 2 N, R 22 E, in the Town of Somers, Kenosha County, Wisconsin.

Addresses:

Unit 38 - 2901 11th St., Somers, WI
Unit 39 - 2903 11th St., Somers, WI
Unit 47 - 2911 11th St., Somers, WI
Unit 48 - 2913 11th St., Somers, WI
Unit 49 - 2917 11th St., Somers, WI
Unit 55 - 2925 11th St., Somers, WI

Declarant:
CrossWinds Development, LLC
P.O. Box 788
Sturtevant, WI 53177-0788

Prepared by:
Metropolitan Survey Service, Inc.
6230 W. Loomis Rd.
Greendale, WI 53129









Job No. 05091

Sheet 2 of 2

EXHIBIT E

Legal Description - Remaining Expansion Area:

Lots 50, 51, 52 and 53 of Somers Estates Subdivision, according to the recorded plat thereof. Said land being in the Town of Somers, Kenosha County, Wisconsin.

Tax Parcel Identification Numbers:

Lot#	Tax I.D.
50	80-4-222-124-0450
51	80-4-222-124-0451
52	80-4-222-124-0452
53	80-4-222-124-0453

EXHIBIT D

(Plat of Survey)

Somers Estates Condominium Homes

Lots 38 through 49, inclusive, and Lots 54 through 56, inclusive, "Somers Estates", and Parcel 2 of C.S.M. #2252, all in the SE 1/4 of Section 12, T 2 N, R 22 E, in the Town of Somers, Kenosha County, Wisconsin.

Declarant:
CrossWinds Development, L.L.C.
P.O. Box 706
Sturtevant, WI 53177-0706

Prepared by:
Metropolitan Survey Service, Inc.
8200 W. Loomis Rd.
Greendale, WI 53129

I, Michael P. Casey, a Registered Land Surveyor, do hereby certify that I have surveyed the property described on Sheet 1 of this condominium plat, and that this survey is an accurate representation of the exterior boundary lines and the location of the existing and proposed buildings on said property. This plat is a correct representation of SOMERS ESTATES CONDOMINIUM HOMES, and the identification and location of each existing unit, proposed expansion unit and the common elements can be determined from this plat.

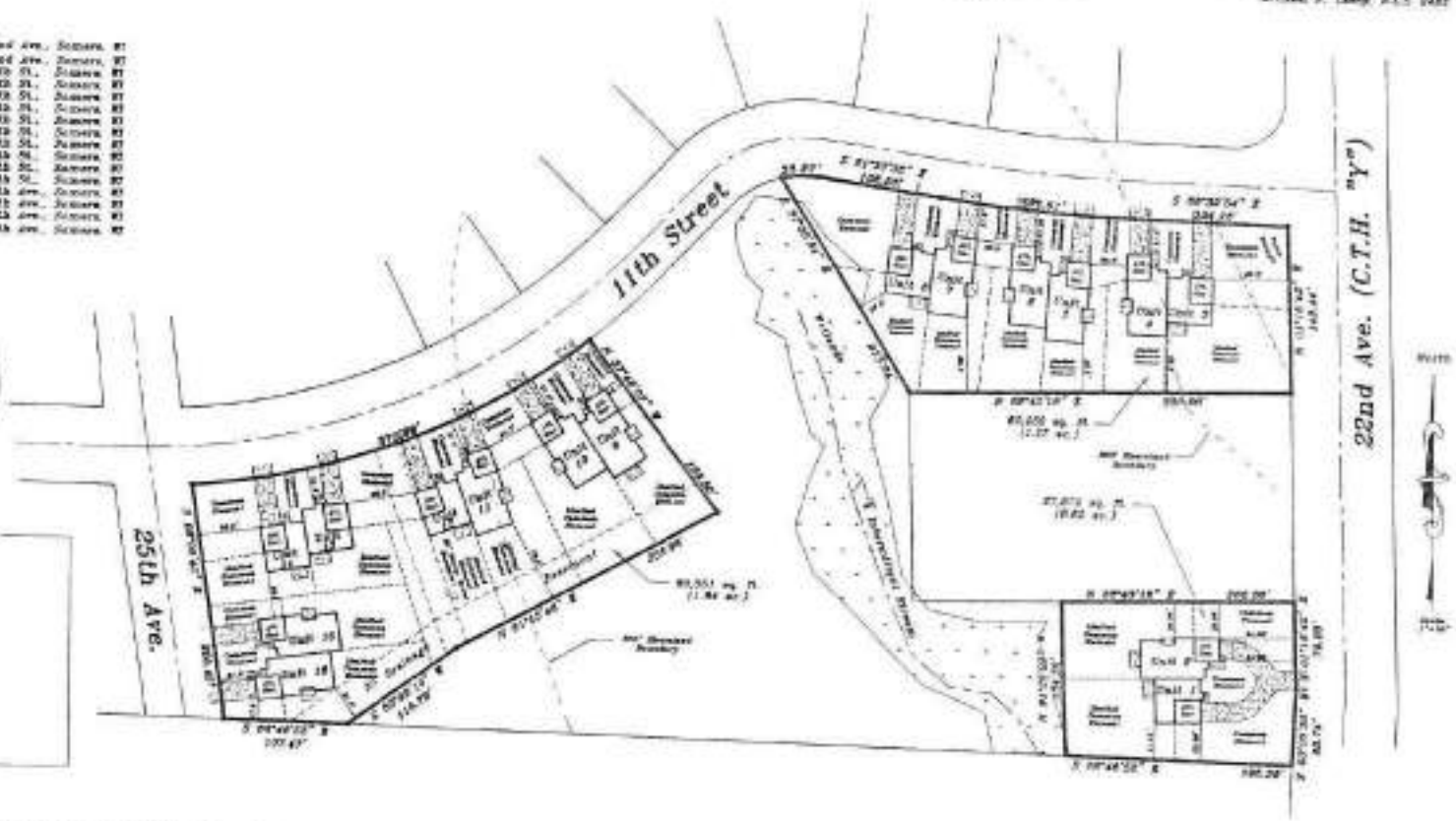
10-16-03
Date

Michael P. Casey, R.L.S. 2452

Addresses:

Unit 1 - 1138 22nd Ave., Somers, WI
Unit 2 - 1134 22nd Ave., Somers, WI
Unit 3 - 2207 11th St., Somers, WI
Unit 4 - 2209 11th St., Somers, WI
Unit 5 - 2213 11th St., Somers, WI
Unit 6 - 2217 11th St., Somers, WI
Unit 7 - 2308 11th St., Somers, WI
Unit 8 - 2307 11th St., Somers, WI
Unit 9 - 2419 11th St., Somers, WI
Unit 10 - 2417 11th St., Somers, WI
Unit 11 - 2409 11th St., Somers, WI
Unit 12 - 2423 11th St., Somers, WI
Unit 13 - 2429 11th Ave., Somers, WI
Unit 14 - 2431 11th Ave., Somers, WI
Unit 15 - 1111 22th Ave., Somers, WI
Unit 16 - 1113 22th Ave., Somers, WI

WISCONSIN
MICHAEL P. CASEY
S-2452
MUSKEGO, WI
LAND SURVEYOR



Certification

MetroData\CrossWinds\Somers\SomersEstatesCondominiumHomes.dwg

Job No. 95224

Sheet 1 of 3

Somers Estates Condominium Homes

Lots 38 through 49, inclusive, and Lots 54 through 56, inclusive, "Somers Estates", and Parcel 2 of C.S.M. #2252, all in the SE 1/4 of Section 12, T 2 N, R 22 E, in the Town of Somers, Kenosha County, Wisconsin.

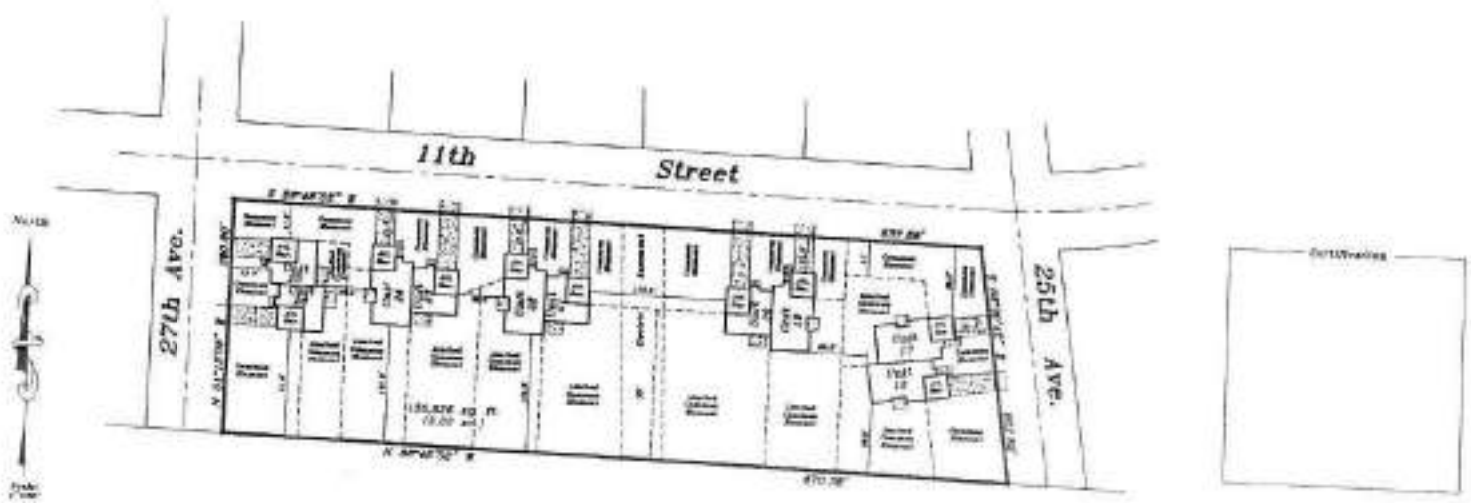
Addresses:

Unit 17 - 1102 25th Ave., Somers, WI
Unit 18 - 1104 25th Ave., Somers, WI
Unit 19 - 2651 11th St., Somers, WI
Unit 20 - 2655 11th St., Somers, WI
Unit 21 - 2612 11th St., Somers, WI
Unit 22 - 2618 11th St., Somers, WI
Unit 23 - 2622 11th St., Somers, WI
Unit 24 - 2627 11th St., Somers, WI
Unit 25 - 1107 27th Ave., Somers, WI
Unit 26 - 1109 27th Ave., Somers, WI

Declarant:
CrossWinds Development, LLC
P.O. Box 766
Sturtevant, WI 53177-0766

Prepared by:
Metropolitan Survey Service, Inc.
5200 W. Loomis Rd.
Greendale, WI 53129





Job No. 95224

Sheet 2 of 3

Somers Estates Condominium Homes

Lots 38 through 45, inclusive, and Lots 54 through 56, inclusive, "Somers Estates", and Parcel 2 of C.S.M. #2252, all in the SE 1/4 of Section 12, T 2 N, R 22 E, in the Town of Somers, Kenosha County, Wisconsin.

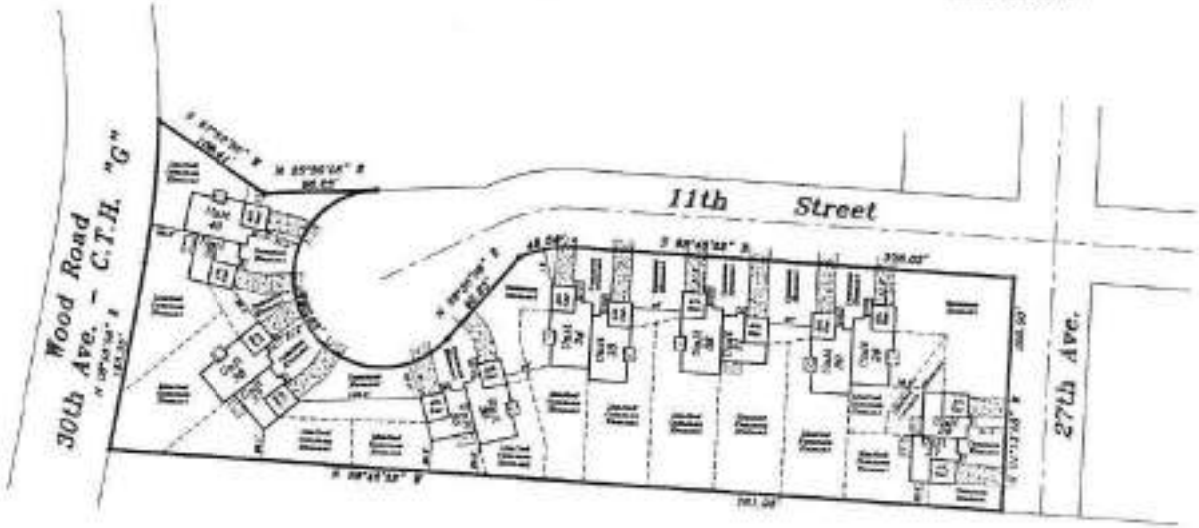
Addresses:

Unit 37	-	1109	27th Ave., Somers,
Unit 38	-	1104	27th Ave., Somers,
Unit 39	-	2660	11th St., Somers,
Unit 40	-	2658	11th St., Somers,
Unit 41	-	2656	11th St., Somers,
Unit 42	-	2654	11th St., Somers,
Unit 43	-	2652	11th St., Somers,
Unit 44	-	2650	11th St., Somers,
Unit 45	-	2648	11th St., Somers,
Unit 46	-	2646	11th St., Somers,
Unit 47	-	2644	11th St., Somers,
Unit 48	-	2642	11th St., Somers,
Unit 49	-	2640	11th St., Somers,
Unit 50	-	2638	11th St., Somers,
Unit 51	-	2636	11th St., Somers,
Unit 52	-	2634	11th St., Somers,
Unit 53	-	2632	11th St., Somers,
Unit 54	-	2630	11th St., Somers,
Unit 55	-	2628	11th St., Somers,
Unit 56	-	2626	11th St., Somers,

WISCONSIN
MICHAEL P. CASEY
S-2452
LAND SURVEYOR

Declarant:
CrossWinds Development, LLC
P.O. Box 366
Sturtevant, WI 53177-0366

Prepared by:
Metropolitan Survey Service, Inc.
8300 W. Lincoln St.
Greendale, WI 53129



Certificate

North

Job No. 95224

Sheet 3 of 3

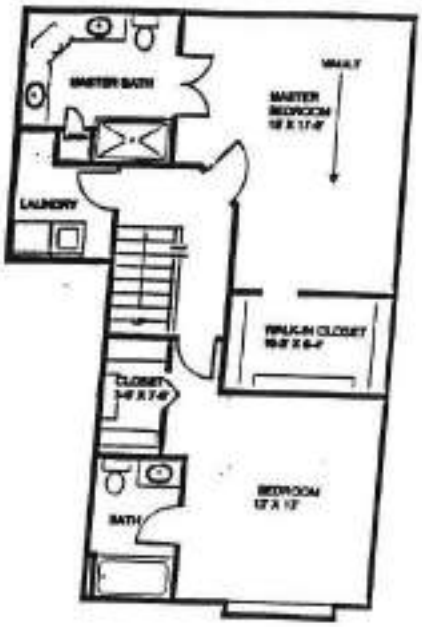
EXHIBIT E

Floor Plans - Units 27 thru 34

Somers Estates Condominium Homes

Town of Somers, Kenosha County, Wisconsin

Two Story Floor Plan: Units 27, 31, 37



SECOND FLOOR



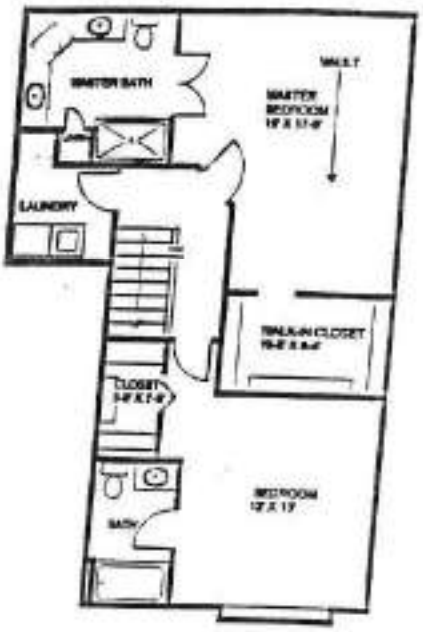
FIRST FLOOR

BASEMENT

Somers Estates Condominium Homes

Town of Somers, Kenosha County, Wisconsin

Two Story Floor Plan: Units 28, 36, 39



SECOND FLOOR



FIRST FLOOR

BASEMENT

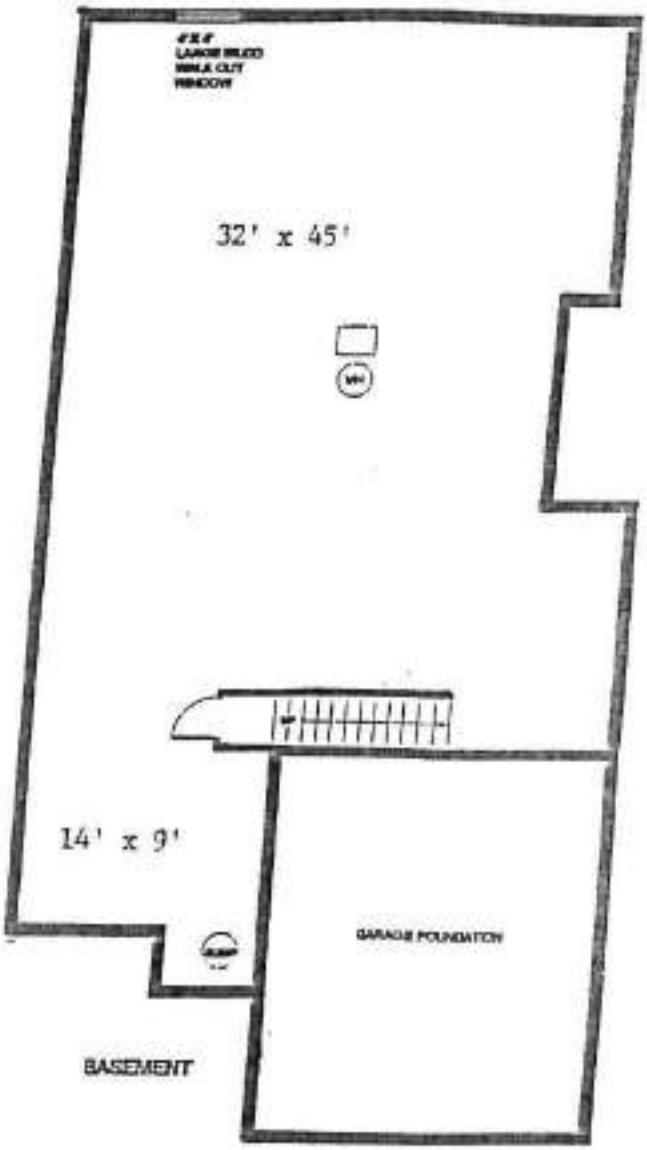
Somers Estates Condominium Homes

Town of Somers, Kenosha County, Wisconsin

Ranch Floor Plan:

Unit 29, 30, 32, 33, 34, 35, 40





Somers Estates Condominium Homes

Town of Somers, Kenosha County, Wisconsin

Ranch Floor Plan:

Unit 29, 30, 32, 33, 34, 35, 40



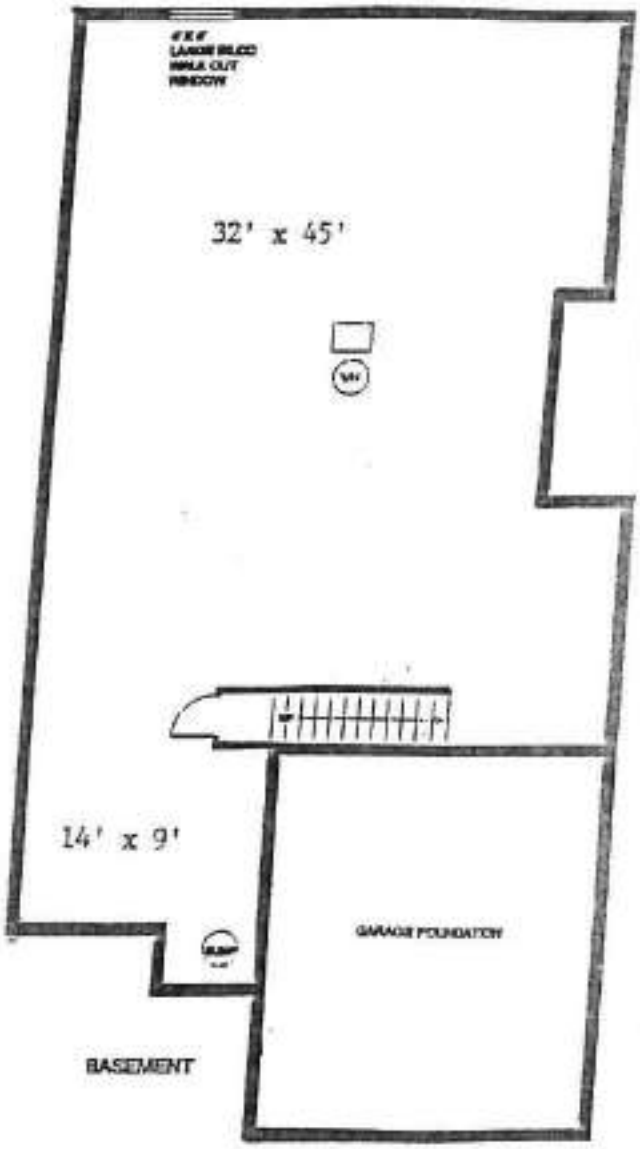


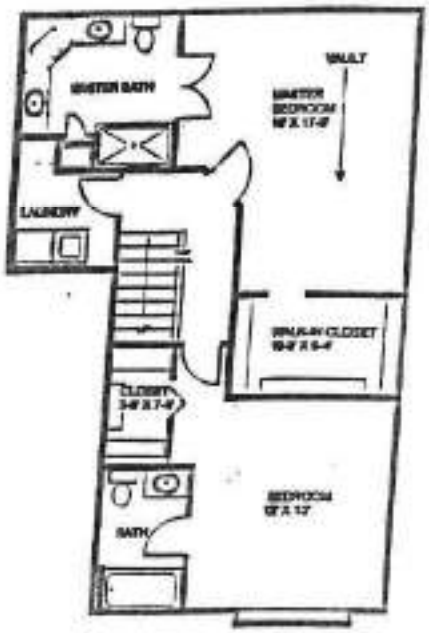
EXHIBIT F

(FLOOR PLANS)

Somers Estates Condominium Homes

Town of Somers, Kenosha County, Wisconsin

Two Story Floor Plan: Units 35, 37, & 39



SECOND FLOOR



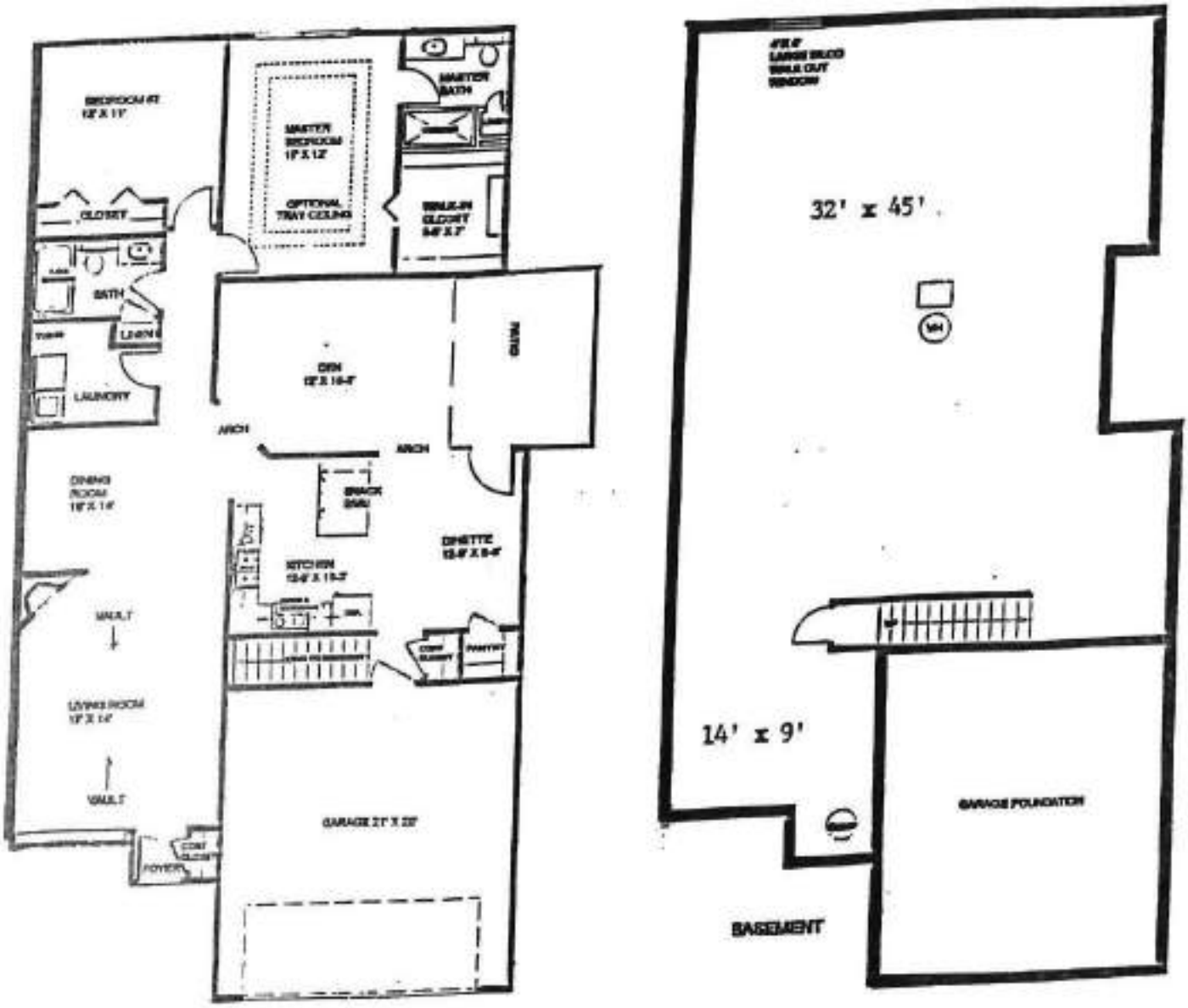
FIRST FLOOR

BASEMENT

Somers Estates Condominium Homes

Town of Somers, Kenosha County, Wisconsin

Ranch Floor Plan:
Unit 36, 38, & 40



Document Number

Fifth Amendment To Declaration Of Condominium for Somers Estates Condominium Homes

Title of Document

Record this document with the Register of Deeds

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

Attached

(Parcel Identification Number)

INFORMATION PROFESSIONALS COMPANY FOND DU LAC, WI 800-655-2021

FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR SOMERS ESTATES CONDOMINIUM HOMES

The undersigned, being the Declarant for Somers Estates Condominium Homes (the "Condominium") created pursuant to that certain Declaration of Condominium for Somers Estates Condominium Homes, dated August 9, 2002 and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on August 9, 2002 as Document No. 1278962, as amended by the First Amendment To Declaration Of Condominium For Somers Estates Condominium Homes dated October 8, 2002 and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on October 8, 2002 as Document No. 1287995, and as further amended by the Second Amendment To Declaration Of Condominium For Somers Estates Condominium Homes dated February 7, 2003, and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on February 12, 2003, as Document No. 1310418, and as further amended by the Third Amendment To Declaration Of Condominium For Somers Estates Condominium Homes dated April 17, 2003, and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on April 17, 2003, as Document No. 1322412, and as further amended by the Fourth Amendment To Declaration Of Condominium For Somers Estates Condominium Homes dated May 20, 2003, and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on May 21, 2003, as Document No. 1329039, which established Somers Estates Condominium Homes ("Condominium"), herewith amends the Declaration to add the real estate owned by the Declarant and described in Section 1 of this Fifth Amendment to the Condominium and to subject the real estate to the Wisconsin Condominium Ownership Act ("Act"), pursuant to the provisions of Section 12(B) of the Declaration. The address of the condominium, after this Amendment, shall be as set forth in Exhibit A which is attached hereto and incorporated by reference herein

1. Description of Land

The land owned by the Declarant and added to the Condominium described in Section 1 of the Declaration is the balance of the expansion area described in Exhibit C which was attached to the original Declaration. The expansion area being added to the Condominium by this Amendment is described in Exhibit B which is attached to this Amendment and incorporated by reference herein. The legal description of the Condominium after recordation of this Fifth Amendment is set forth in Exhibit C which is attached hereto.

2. Description of Buildings, Units, Common Elements, and Limited Common Elements

Four additional 2 Unit buildings containing a total of 8 Units are being constructed or will be constructed as shown on the plat of survey ("plat") attached to this Amendment as Exhibit D. The buildings and Units are as described in Sections 3 and 4 of the Declaration, but are located as shown on the plat attached to this Amendment. Units numbered 27, 28 and 31 are two or three bedroom, three bathroom two story Units which contain approximately 1934 square feet of living space and which include a two car attached garage and a full basement; Units numbered 29, 30, 32, 33 and 34 are two or three bedroom, two bathroom ranch style Units which contain approximately 1700 square feet of living space and which include a two car attached garage and a full basement. The construction and boundaries of the Units shall be as described in Sections 3 and 4 of the Declaration, the floor plans attached to the Declaration, and the floor plans which are attached to this Fifth Amendment as Exhibit E. The location of the Units shall be as set forth on the plat which is attached to this Fifth Amendment. The common elements and limited common elements are as described in Sections 5 and 6 of the Declaration, but are located as shown on the plat attached to this Fifth Amendment. After recordation of this Fifth Amendment, the Condominium shall consist of 40 Units and attached garages located in 20 buildings.

3. Unit Value for Common Element Ownership and Voting

Section 7 of the Declaration is amended to provide that each Unit and its owner shall have a one-fortieth (1/40) interest in common with all other Units and Unit owners in the common and limited common elements, and shall have one vote in matters relating to the Association.

4. Revised Floor Plans For Units 35 and 36

Pursuant to Section 12(c) of the Declaration, the Declarant has elected to interchange the type and design of Units 35 and 36. Unit numbered 35 is a two or three bedroom, two bathroom ranch style Unit which contain approximately 1700 square feet of living space and which includes a two car attached garage and a full basement. Unit numbered 36 is a two or three bedroom, three bathroom two story Unit which contain approximately 1934 square feet of living space and which includes a two car attached garage and a full basement. The construction and boundaries of the Units shall be as described in Sections 3 and 4 of the Declaration and the floor plans which are attached to this Fifth Amendment as Exhibit E. The location of the Units shall be as set forth on the plat which is attached to this Fifth Amendment as Exhibit D.

5. Continuing Effect of Declaration

Except as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and this Fifth Amendment, the Declaration shall remain in full force and effect.

Executed this 17 day of October, 2003.

Crosswinds Development, L.L.C.

By Franklin J. Heister, Jr.
Franklin J. Heister, Jr. Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this 17 day of October, 2003, the above named Franklin J. Heister, Jr., to me known to be the person and member who executed the foregoing instrument and acknowledged the same.

Notary Public - State of Wisconsin
My commission expires: 8/19/07

NOTARY SEAL

Instrument drafted by: John U. Schneider - Attorney at Law
State Bar of Wisconsin #1017140

EXHIBIT A

Address of the Condominium after the Second Amendment To Declaration Of Condominium:

1134 22nd Avenue, Kenosha, Wisconsin 53140
1136 22nd Avenue, Kenosha, Wisconsin 53140
2207 11th Street, Kenosha, Wisconsin 53140
2209 11th Street, Kenosha, Wisconsin 53140
2215 11th Street, Kenosha, Wisconsin 53140
2217 11th Street, Kenosha, Wisconsin 53140
2305 11th Street, Kenosha, Wisconsin 53140
2307 11th Street, Kenosha, Wisconsin 53140
2415 11th Street, Kenosha, Wisconsin 53140
2417 11th Street, Kenosha, Wisconsin 53140
2423 11th Street, Kenosha, Wisconsin 53140
2425 11th Street, Kenosha, Wisconsin 53140
2429 11th Street, Kenosha, Wisconsin 53140
2431 11th Street, Kenosha, Wisconsin 53140
2601 11th Street, Kenosha, Wisconsin 53140
2603 11th Street, Kenosha, Wisconsin 53140
2613 11th Street, Kenosha, Wisconsin 53140
2615 11th Street, Kenosha, Wisconsin 53140
2625 11th Street, Kenosha, Wisconsin 53140
2627 11th Street, Kenosha, Wisconsin 53140
2803 11th Street, Kenosha, Wisconsin 53140
2805 11th Street, Kenosha, Wisconsin 53140
2815 11th Street, Kenosha, Wisconsin 53140
2817 11th Street, Kenosha, Wisconsin 53140
2827 11th Street, Kenosha, Wisconsin 53140
2829 11th Street, Kenosha, Wisconsin 53140
2901 11th Street, Kenosha, Wisconsin 53140
2903 11th Street, Kenosha, Wisconsin 53140
2911 11th Street, Kenosha, Wisconsin 53140
2913 11th Street, Kenosha, Wisconsin 53140
2921 11th Street, Kenosha, Wisconsin 53140
2923 11th Street, Kenosha, Wisconsin 53140
1102 25th Avenue, Kenosha, Wisconsin 53140
1104 25th Avenue, Kenosha, Wisconsin 53140
1111 25th Avenue, Kenosha, Wisconsin 53140
1113 25th Avenue, Kenosha, Wisconsin 53140
1104 27th Avenue, Kenosha, Wisconsin 53140
1106 27th Avenue, Kenosha, Wisconsin 53140
1107 27th Avenue, Kenosha, Wisconsin 53140
1109 27th Avenue, Kenosha, Wisconsin 53140

EXHIBIT B

Description of expansion lands added to condominium by Fifth Amendment To Declaration Of Condominium:

Lots 50, 51, 52 and 53 of Somers Estates, according to the recorded plat thereof. Said land being in the Town of Somers, Kenosha County, Wisconsin.

Tax Parcel Identification Numbers:

Lot#	Tax I.D.
50	80-4-222-124-0450
51	80-4-222-124-0451
52	80-4-222-124-0452
53	80-4-222-124-0453

EXHIBIT C

Description of land within condominium after Fifth Amendment To Declaration Of Condominium:

Parcel 2 of Certified Survey Map No. 2252 as recorded in the Kenosha County Register of Deeds office on May 21, 2001 as Document No. 1219722, being a part of the Southeast Quarter and Southwest Quarter of Section 12, Township 2 North, Range 22 East, in the Town of Somers, Kenosha County, Wisconsin; together with Lots 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55 and 56 of Somers Estates, according to the recorded plat thereof. Said land being in the Town of Somers, Kenosha County, Wisconsin.

Document Number

SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM

Title of Document

RE: SOMERS ESTATES CONDOMINIUM HOMES

Record this document with the Register of Deeds

Name and Return Address:
Crosswinds Development
1501 - 92nd Street
Sturtevant, Wisconsin 53171

Refer to attachment

(Parcel Identification Number)

SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR SOMERS ESTATES CONDOMINIUM HOMES

The undersigned, being the Declarant for Somers Estates Condominium Homes (the "Condominium") created pursuant to that certain Declaration of Condominium for Somers Estates Condominium Homes, dated August 9, 2002 and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on August 9, 2002 as Document No. 1278962, as amended by the First Amendment To Declaration Of Condominium For Somers Estates Condominium Homes dated October 8, 2002 and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on October 8, 2002 as Document No. 1287995, and as further Amended by an Affidavit of Correction, dated October 8, 2002 and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on October 9, 2002, as Document No. 128841, and as further amended by the Second Amendment To Declaration Of Condominium For Somers Estates Condominium Homes dated February 7, 2003, and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on February 12, 2003, as Document No. 1310418, and as further amended by the Third Amendment To Declaration Of Condominium For Somers Estates Condominium Homes dated April 17, 2003, and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on April 17, 2003, as Document No. 1322412, and as further amended by the Fourth Amendment To Declaration Of Condominium For Somers Estates Condominium Homes dated May 20, 2003, and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on May 21, 2003, as Document No. 1329039, and as further amended by the Firth Amendment To Declaration Of Condominium For Somers Estates Condominium Homes dated October 17, 2003, and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on October 24, 2003, as Document No. 1359574, which established Somers Estates Condominium Homes ("Condominium"), herewith amends the Declaration to change a unit configuration pursuant to the provisions of Section 12(C) of the Declaration.

1. Revised Floor Plans For Unit 20

Pursuant to Section 12(C) of the Declaration, the Declarant has elected to interchange the type and design of Unit 20. As altered, Unit number 20 is a two or three bedroom, two bathroom ranch style Unit which contains approximately 1700 square feet of living space and which includes a two car attached garage and a full basement. The construction and boundaries of the Unit shall be as described in Sections 3 and 4 of the Declaration and the floor plans which are attached to this Sixth Amendment as Exhibit A. The location of the Unit shall be as set forth on the plat which is attached to this Sixth Amendment as Exhibit B.

2. Continuing Effect of Declaration

Except as amended by the First Amendment, the Affidavit of Correction, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and this Sixth Amendment, the Declaration shall remain in full force and effect.

Executed this 26 day of May, 2004.

Crosswinds Development, L.L.C.

By: Franklin J. Heister Jr.
Franklin J. Heister, Jr. Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this 26 day of May, 2004, the above named Franklin J. Heister, Jr., to me known to be the person and member who executed the foregoing instrument and acknowledged the same.

Linda Ann Rossmann
*
Notary Public - State of Wisconsin
My commission expires: 8/19/07



Instrument drafted by: John U. Schneider - Attorney at Law
State Bar of Wisconsin #1017140

EXHIBIT A - ADD

FLOOR PLANS

Somers Estates Condominium Homes

Town of Somers, Kenosha County, Wisconsin

Ranch Floor Plan:
Unit 19 & 20



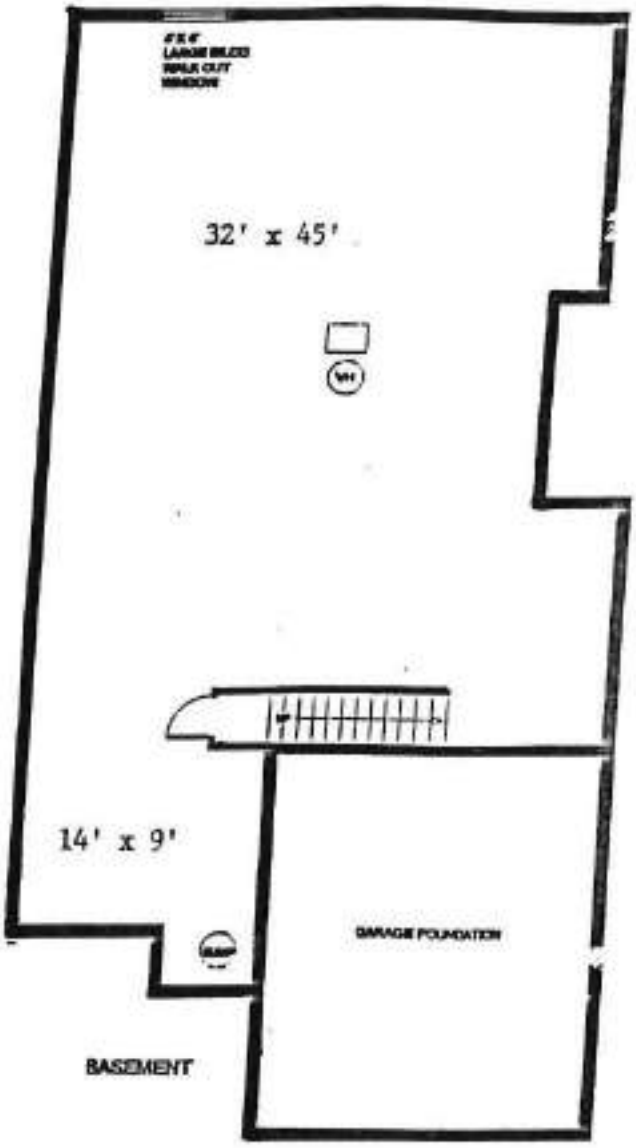


EXHIBIT B - ADD

CONDOMINIUM PLAT

Somers Estates Condominium Homes

Lots 38 through 49, inclusive, and Lots 54 through 56, inclusive, "Somers Estates", and Parcel 2 of C.S.M. #2252, all in the SE 1/4 of Section 12, T 2 N, R 22 E, in the Town of Somers, Kenosha County, Wisconsin.

Declarant:
CrossWinds Development, L.L.C.
1501 82nd Street
Sturtevant, WI 53177-0766

Prepared by:
Metropolitan Survey Service, Inc.
2300 W. Loomis Rd.
Greendale, WI 53129

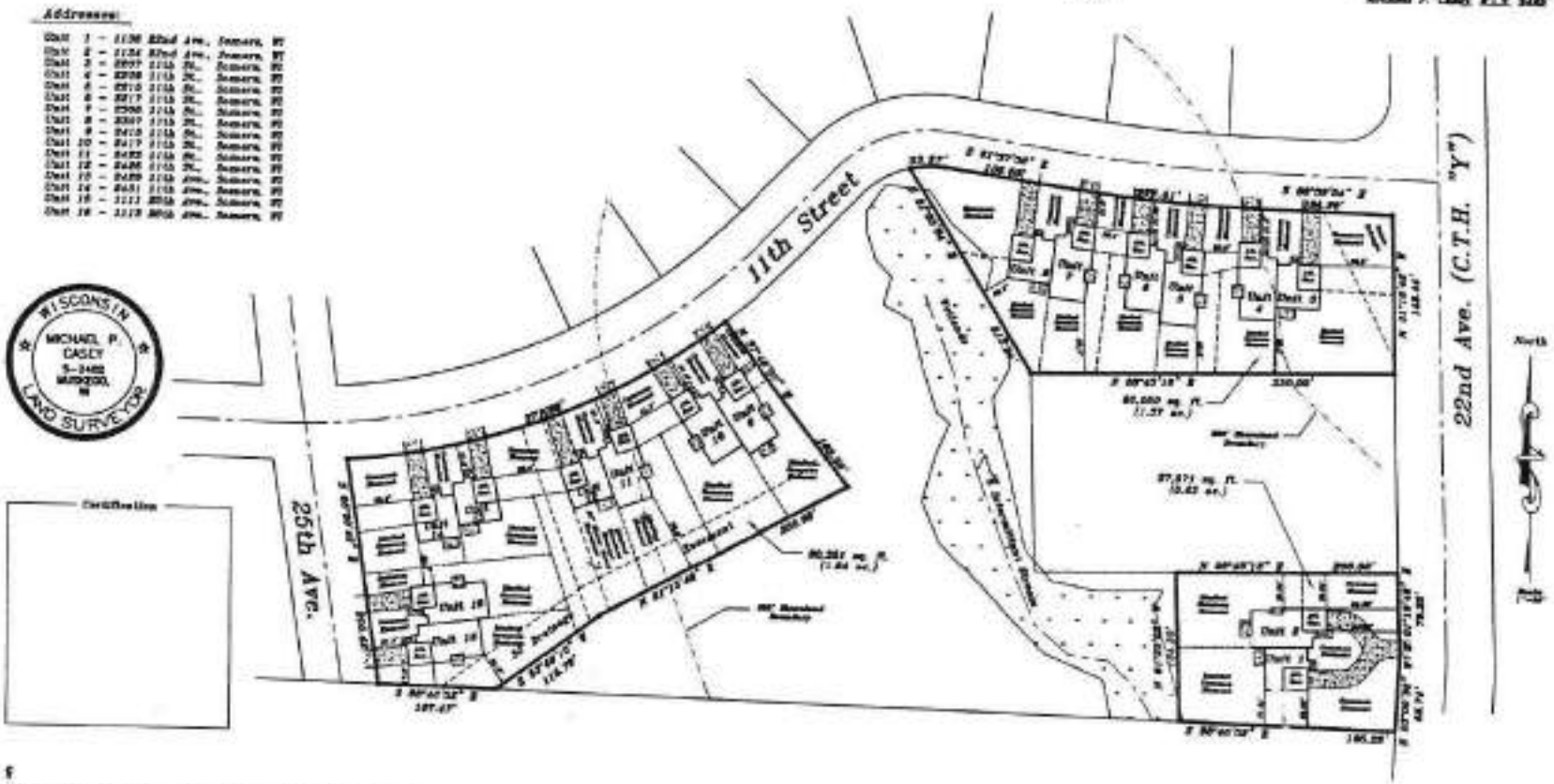
I, Michael P. Casey, a Registered Land Surveyor, do hereby certify that I have surveyed the property described on Sheet 1 of this condominium plat, and that this survey is an accurate representation of the exterior boundary lines and the location of the existing and proposed buildings on said property. This plat is a correct representation of SOMERS ESTATES CONDOMINIUM HOMES, and the identification and location of each existing unit, proposed expansion unit and the common elements can be determined from this plat.

Date

Michael P. Casey, R.L.S. 2482

Addresses:

Unit 1 - 1136 82nd Ave., Somers, WI
Unit 2 - 1134 82nd Ave., Somers, WI
Unit 3 - 2207 11th St., Somers, WI
Unit 4 - 2208 11th St., Somers, WI
Unit 5 - 2215 11th St., Somers, WI
Unit 6 - 2217 11th St., Somers, WI
Unit 7 - 2300 11th St., Somers, WI
Unit 8 - 2307 11th St., Somers, WI
Unit 9 - 2415 11th St., Somers, WI
Unit 10 - 2417 11th St., Somers, WI
Unit 11 - 2422 11th St., Somers, WI
Unit 12 - 2426 11th St., Somers, WI
Unit 13 - 2429 11th Ave., Somers, WI
Unit 14 - 2431 11th Ave., Somers, WI
Unit 15 - 1111 82nd Ave., Somers, WI
Unit 16 - 1113 82nd Ave., Somers, WI



Job No. 95224

Sheet 1 of 3

Somers Estates Condominium Homes

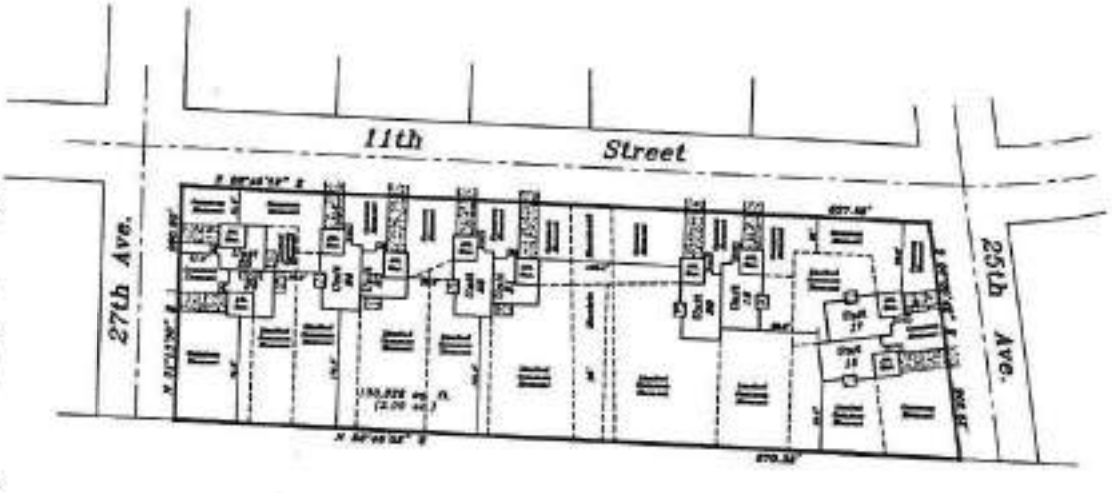
Lots 38 through 49, inclusive, and Lots 54 through 56, inclusive, "Somers Estates", and Parcel 2 of C.S.M. #2252, all in the SE 1/4 of Section 12, T 2 N, R 22 E, in the Town of Somers, Kenosha County, Wisconsin.

Addresses:

Unit 17 - 1198 25th Ave., Somers, WI
Unit 18 - 1194 25th Ave., Somers, WI
Unit 19 - 2651 11th St., Somers, WI
Unit 20 - 2653 11th St., Somers, WI
Unit 21 - 2612 11th St., Somers, WI
Unit 22 - 2616 11th St., Somers, WI
Unit 23 - 2625 11th St., Somers, WI
Unit 24 - 2627 11th St., Somers, WI
Unit 25 - 1197 27th Ave., Somers, WI
Unit 26 - 1199 27th Ave., Somers, WI

Declarant:
CrossFinds Development, L.L.C.
P.O. Box 784
Sturtevant, WI 53177-2784

Prepared by:
Metropolitan Survey Service, Inc.
5200 W. Loomis Rd.
Greendale, WI 53129



WISCONSIN
MICHAEL P. CASEY
S-2482
MUSKEGO, WI
LAND SURVEYOR

Certification

MetroData\CondoDocs\Somers\SomersEstatesCondominiumHomes.dwg

Job No. 95224

Sheet 2 of 3

Somers Estates Condominium Homes

Lots 38 through 40, inclusive, and Lots 54 through 58, inclusive, "Somers Estates", and Parcel 2 of C.S.M. #2252, all in the SE 1/4 of Section 12, T 2 N, R 22 E, in the Town of Somers, Kenosha County, Wisconsin.

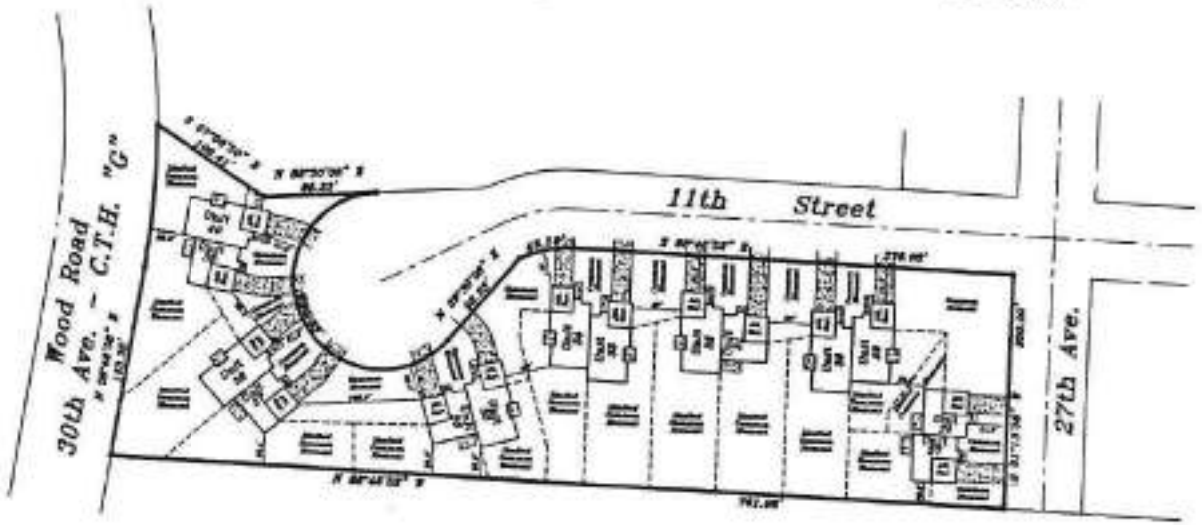
Addresses:

Unit 37	-	1100	27th	Ave., Somers, WI
Unit 38	-	1104	27th	Ave., Somers, WI
Unit 39	-	2800	11th	St., Somers, WI
Unit 40	-	2804	11th	St., Somers, WI
Unit 54	-	2816	11th	St., Somers, WI
Unit 55	-	2817	11th	St., Somers, WI
Unit 56	-	2809	11th	St., Somers, WI
Unit 57	-	2805	11th	St., Somers, WI
Unit 58	-	2801	11th	St., Somers, WI

WISCONSIN
MICHAEL P. CASEY
S-2482
KENOSHA, WI
LAND SURVEYOR

Declarant:

Prepared by:



Certification

North

Job No. 95224

Sheet 3 of 3

Document Number	AGREEMENT Title of Document

Record this document with the Register of Deeds

Name and Return Address:

Lawrence J. Haskin
7300 S. 13th Street, Ste 104
Oak Creek, WI 53154

Part of 80-4-222-124-0202
(Parcel Identification Number)

This instrument was drafted by Lawrence J. Haskin

INFORMATION PROFESSIONALS COMPANY FOND DU LAC, WI

AGREEMENT

THIS AGREEMENT MADE AND ENTERED INTO this _____ day of _____, 2002, by and between Jon O. Becker and Richard O. Becker, (hereinafter "Becker") and Carrington Court, LLC (hereinafter "Carrington").

RECITALS:

1. Becker is developing land near the intersection of Highway E ("E") and Highway G ("G") in Kenosha County as a Subdivision known as Somers Estates consisting of approximately 44 acres, as described on Exhibit A attached hereto. Becker has submitted the final plat of said subdivision to the Town of Somers ("the Town").

2. Becker intends on selling a portion of the land described on Exhibit A consisting of approximately 14.5 acres to Crosswinds Development, LLC ("Crosswinds"), which intends on developing approximately 38 duplex condominium units.

3. Becker intends on developing single family lots on the remaining 29.5 acres.

4. Carrington is developing land, as described on Exhibit B attached hereto, directly south of Somers Estates near the intersection of E & G in Kenosha County as a Condominium Development known as Carrington Court which consists of approximately 24.5 acres, on which Carrington will develop approximately 144 condominium units.

5. The Town requires the installation and maintenance of a storm water detention basin which currently is located on land owned by Becker. The Town requires that Carrington own the detention basin and the parties agree that Becker shall convey to Carrington Outlot 1 of the proposed Somers Estates Subdivision.

6. The parties hereby agree to share the costs of maintenance of said stormwater detention basin proportionately according to the amount of land owned by the respective parties.

7. Carrington shall form a Homeowner's Association for Carrington Court and shall require the future, perpetual existence of said association.

8. Becker shall form and require the future, perpetual existence of a Homeowner's Association for the single-family subdivision consisting of approximately 29.5 acres which Becker intends to develop. Becker shall require Crosswinds to form and require the future, perpetual existence of, a Homeowner's Association for the duplex condominium development consisting of approximately 14.5 acres.

9. All references to Becker, Crosswinds and Carrington herein shall include their successors, heirs and assigns, which is contemplated to be the respective Homeowner's Association, or if an Association is not formed or is formed but later dissolved, the owners of single family lots or condominium units.

NOW, THEREFORE, it is hereby agreed that:

1. Becker shall convey to Carrington, by way of a Quit Claim deed, Outlot 1 of the proposed Somers Estates Subdivision at such time as the final plat for Somers Estates Subdivision is approved by the Town.

2. Carrington shall pay 35 percent of the cost to maintain the storm water detention basin. Becker shall pay 65 percent of the cost to maintain the detention basin. Inasmuch as the detention basin is located on land owned by Carrington, Carrington shall initially maintain the detention basin and shall pay the initial cost to maintain the detention basin and thereafter shall bill Becker for its proportionate share of the cost to maintain the detention basin based on the total acreage owned by the respective parties. In the event that Becker fails to make payment within 30 days of receipt of an invoice, interest shall accrue on the

unpaid principal balance at the rate of 12 percent per annum. In the event that legal action is necessary to collect said invoice, Becker shall be responsible for the reasonable attorneys fees and costs incurred in collecting said invoice, unless a court determines that Becker had a reasonable basis for refusing to pay said invoice.

3. Carrington shall form a Homeowner's Association for Carrington Court and shall require the future, perpetual existence of said association.

4. Becker shall form and require the future, perpetual existence of a Homeowner's Association for the single-family subdivision consisting of 29.5 acres which Becker intends to develop. Becker shall require Crosswinds to form a Homeowner's Association and shall require the future, perpetual existence of said association for the duplex condominiums which Crosswinds intends to develop consisting of 14.5 acres.

5. In the event that Carrington fails to maintain the detention basin, Becker may give Carrington written notice of Carrington's failure to properly maintain said detention basin. If Carrington fails to properly maintain said detention basin within 30 days of said written notice or within 48 hours if the Town determines that the failure to maintain the detention basin has created an emergency situation, Becker shall have the right to enter onto Outlot 1 of Somers Estate subdivision for the purpose of performing maintenance on said detention basin. Becker shall then invoice Carrington for the cost of said repairs. In the event Carrington fails to pay said invoice within 30 days of receipt of said notice, interest shall accrue on the unpaid principal balance at the rate of 12 percent per annum. In the event that

legal action is necessary to collect said invoice, Carrington shall pay Becker's reasonable attorneys fees and costs incurred in collecting said invoice unless a court determines that Carrington had a reasonable basis for refusing to pay said invoice.

6. In the event that any of the Homeowner's Associations contemplated hereunder are not formed, or are formed, but later dissolved or become inactive, the individual property owners or condominium unit owners shall have all rights, duties and responsibilities of the respective Homeowner's Association.

7. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

8. In the event that any provision of this Agreement is determined to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect.

9. This Agreement may only be modified by a subsequent written agreement between the parties.

Executed at _____, Wisconsin, this _____ day of _____, 2002.

CARRINGTON COURT, LLC

By: _____
Richard O. Becker

By: _____
Michael J. Hipp

By: _____
Jon O. Becker

Frank Heister

Crosswinds Development, LLC By Frank Heister hereby consents to the terms of this Agreement.

STATE OF WISCONSIN)
) ss
M. Waukesha COUNTY)

Personally came before me, this 28th day of January, 2002, the above-named Richard O. Becker, Jon O. Becker, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Notary Public, State of Wisconsin
My commission is permanent expires:

STATE OF WISCONSIN)
) ss
[illegible] COUNTY)

Personally came before me, this [illegible] day of February, 2002, the above-named, Michael J. Hipp to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Notary Public, State of Wisconsin
My commission is permanent expires: 9-7-03

This Document Was Drafted By:
HASKIN & BOOK
Lawrence J. Haskin
7300 South 13th Street, Suite 104
Oak Creek WI 53154
Telephone: (414) 762-5105

EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR SOMERS ESTATES CONDOMINIUM HOMES

The undersigned, being the Declarant for Somers Estates Condominium Homes (the "Condominium") created pursuant to that certain Declaration of Condominium for Somers Estates Condominium Homes, dated August 9, 2002 and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on August 9, 2002 as Document No. 1278962, as amended by the First Amendment To Declaration Of Condominium For Somers Estates Condominium Homes dated October 8, 2002 and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on October 8, 2002 as Document No. 1287995, and as further Amended by an Affidavit of Correction, dated October 8, 2002 and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on October 9, 2002, as Document No. 128841, and as further amended by the Second Amendment To Declaration Of Condominium For Somers Estates Condominium Homes dated February 7, 2003, and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on February 12, 2003, as Document No. 1310418, and as further amended by the Third Amendment To Declaration Of Condominium For Somers Estates Condominium Homes dated April 17, 2003, and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on April 17, 2003, as Document No. 1322412, and as further amended by the Fourth Amendment To Declaration Of Condominium For Somers Estates Condominium Homes dated May 20, 2003, and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on May 21, 2003, as Document No. 1329039, and as further amended by the Fifth Amendment To Declaration Of Condominium For Somers Estates Condominium Homes dated October 17, 2003, and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on October 24, 2003, as Document No. 1359574, and as further amended by the Sixth Amendment To Declaration Of Condominium For Somers Estates Condominium Homes dated June 2, 2004, and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on June 2, 2004, as Document No. 138938, and as further amended by the Seventh Amendment To Declaration Of Condominium For Somers Estates Condominium Homes dated June 11, 2004, 2004, and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on June 23, 2004, as Document No. 1393103, which established Somers Estates Condominium Homes ("Condominium"), herewith amends the Declaration to change a unit configuration pursuant to the provisions of Section 12(C) of the Declaration.

1. Revised Floor Plans For Unit 21

Pursuant to Section 12(C) of the Declaration, the Declarant has elected to modify the design of Unit 21. As altered, Unit number 21 is a two or three bedroom, two bathroom ranch style Unit which contains approximately 1700 square feet of living space and which includes a two car attached garage and a full basement. The construction and boundaries of the Unit shall be as described in Sections 3 and 4 of the Declaration and the floor plans which are attached to this Eighth Amendment as Exhibit A. The location of the Unit shall be as set forth on the plat which is attached to this Eighth Amendment as Exhibit B.

2. Continuing Effect of Declaration

Except as amended by the First Amendment, the Affidavit of Correction, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, and this Eighth Amendment, the Declaration shall remain in full force and effect.

Executed this 16 day of July, 2004.

Crosswinds Development, L.L.C.

By: Franklin J. Heister Jr
Franklin J. Heister, Jr. Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this 16 day of July, 2004, the above named Franklin J. Heister, Jr., to me known to be the person and member who executed the foregoing instrument and acknowledged the same.

Linda Ann Rossmann
*
Notary Public - State of Wisconsin
My commission expires: 8/19/07

LINDA ANN ROSSMANN NOTARY SEAL NOTARY PUBLIC STATE OF WISCONSIN

Instrument drafted by: John U. Schneider - Attorney at Law
State Bar of Wisconsin #1017140

EXHIBIT A

FLOOR PLANS - UNIT 21

EIGHTH AMENDMENT TO:

Somers Estates Condominium Homes

Town of Somers, Kenosha County, Wisconsin

Ranch Floor Plan:

Unit : 21



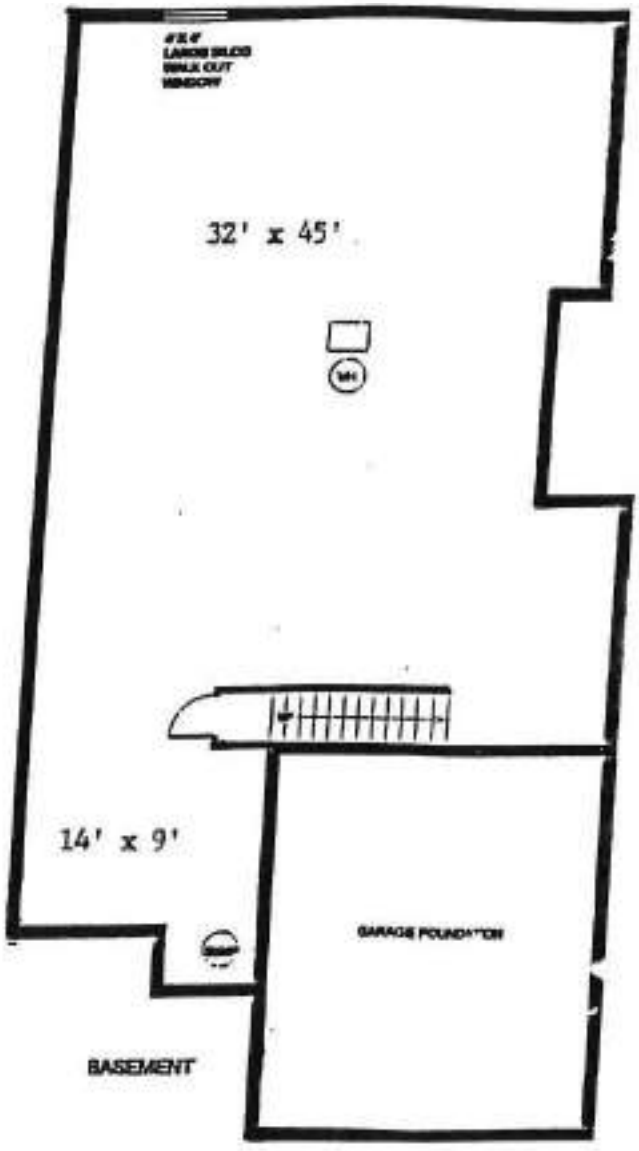


EXHIBIT A

"SOMERS ESTATES" being a division of Parcel 1 of Certified Survey Map No. 2252, Document Number 1219722, being a part of the SE 1/4 and SW 1/4 of the SE 1/4 of Section 12, Township 2 North, Range 22 East, in the Town of Somers, Kenosha County, Wisconsin.

EXHIBIT B

CONDOMINIUM PLAT

8th Addendum
to
Somers Estates Condominium Homes

Lots 38 through 49, inclusive, and Lots 54 through 56, inclusive, "Somers Estates", and Parcel 2 of C.S.M. #2252, all in the SE 1/4 of Section 12, T 2 N, R 22 E, in the Town of Somers, Kenosha County, Wisconsin.

Declarant:
CrossWinds Development, L.L.C.
1801 92nd Street
Sturtevant, WI 53177-0766

Prepared by:
Metropolitan Survey Service, Inc.
5300 W. Loomis Rd.
Greendale, WI 53129

I, Michael P. Casey, a Registered Land Surveyor, do hereby certify that I have surveyed the property described on Sheet 1 of this condominium plat, and that this survey is an accurate representation of the exterior boundary lines and the location of the existing and proposed buildings on said property. This plat is a correct representation of SOMERS ESTATES CONDOMINIUM HOMES, and the identification and location of each existing unit, proposed expansion unit and the common elements can be determined from this plat.

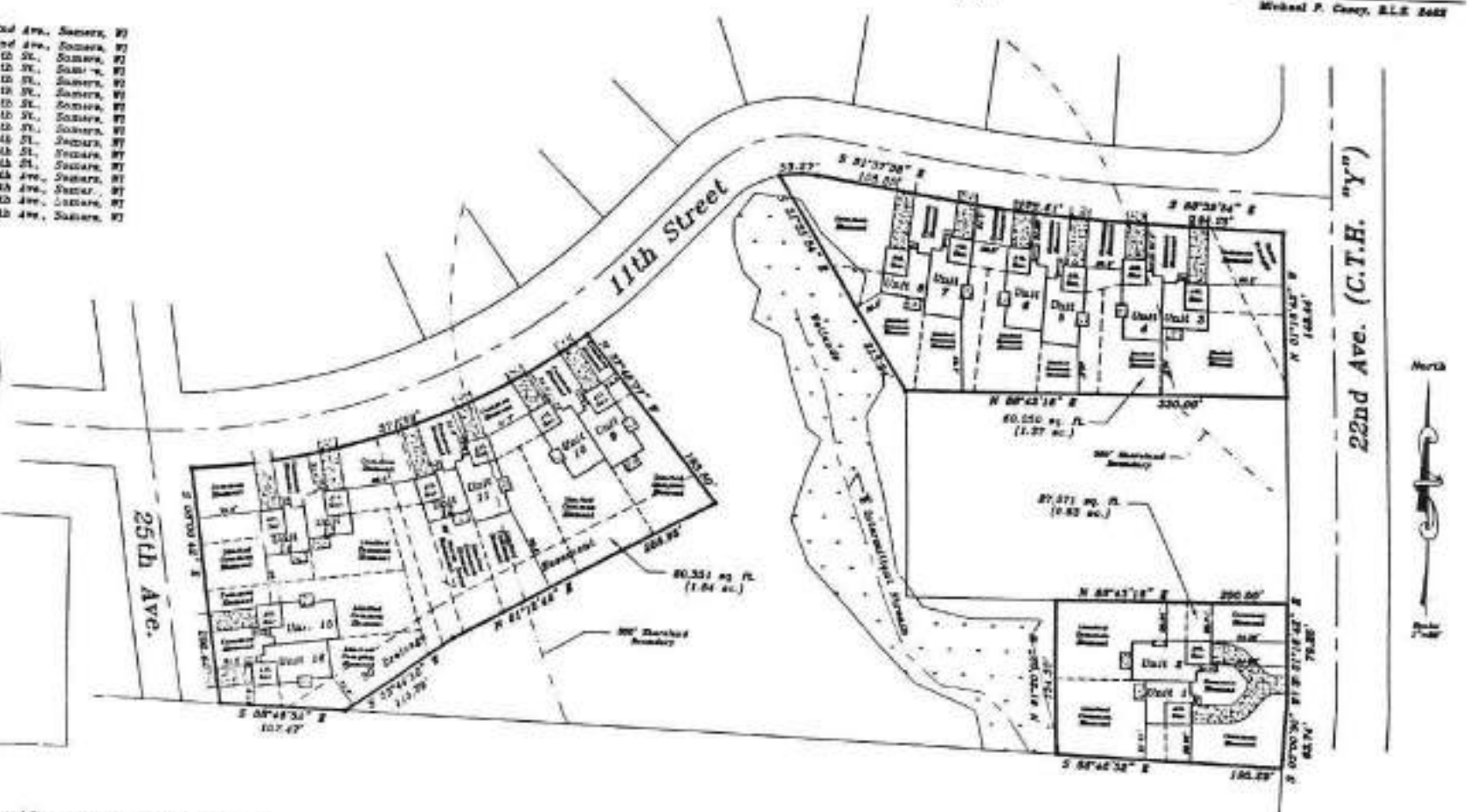
Date

Michael P. Casey, R.L.S. 2482

Addresses:

Unit 1 - 1136 22nd Ave., Somers, WI
Unit 2 - 1134 22nd Ave., Somers, WI
Unit 3 - 2207 11th St., Somers, WI
Unit 4 - 2209 11th St., Somers, WI
Unit 5 - 2215 11th St., Somers, WI
Unit 6 - 2217 11th St., Somers, WI
Unit 7 - 2305 11th St., Somers, WI
Unit 8 - 2307 11th St., Somers, WI
Unit 9 - 2415 11th St., Somers, WI
Unit 10 - 2417 11th St., Somers, WI
Unit 11 - 2425 11th St., Somers, WI
Unit 12 - 2425 11th St., Somers, WI
Unit 13 - 2429 11th Ave., Somers, WI
Unit 14 - 2431 11th Ave., Somers, WI
Unit 15 - 1111 25th Ave., Somers, WI
Unit 16 - 1113 25th Ave., Somers, WI

WISCONSIN
MICHAEL P. CASEY
S-2482
MUSKEGO, WI
LAND SURVEYOR



Certification

MetroData\CondoDocs\Somers\SomersEstatesCondominiumHomes.dwg

8th Addendum
to
Somers Estates Condominium Homes

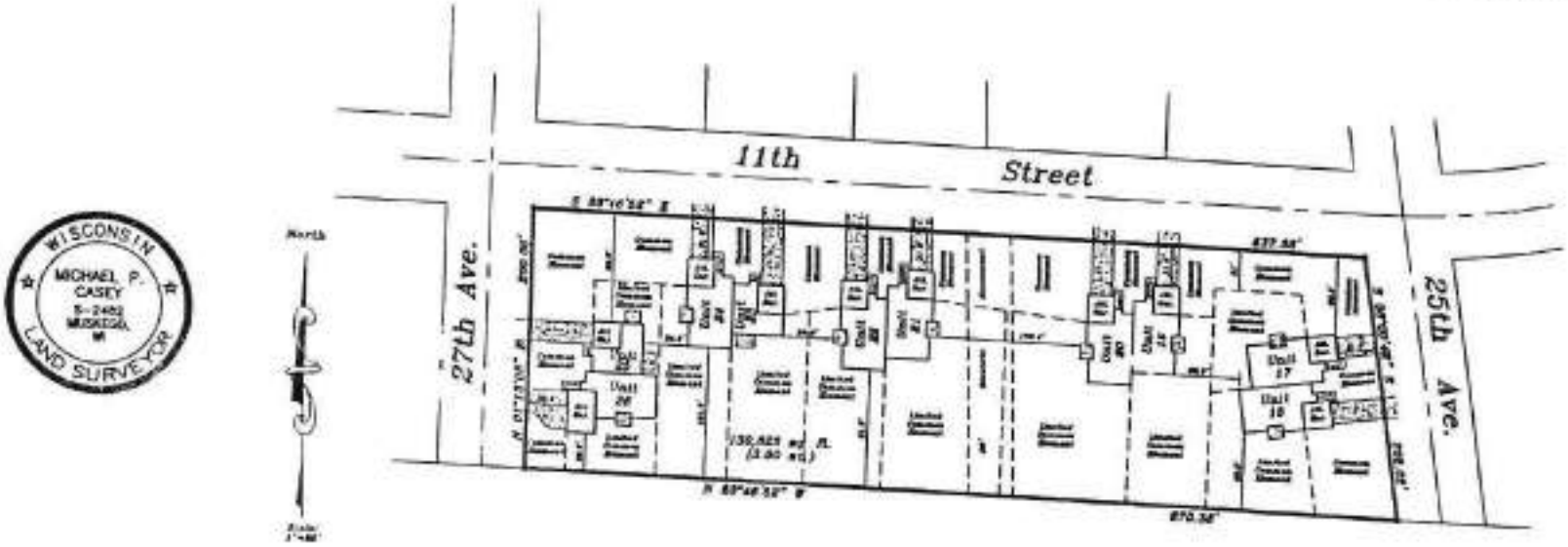
Lots 38 through 49, inclusive, and Lots 54 through 56, inclusive, "Somers Estates", and Parcel 2 of C.S.M. #2252, all in the SE 1/4 of Section 12, T 2 N, R 22 E, in the Town of Somers, Kenosha County, Wisconsin.

Addresses:

Unit 17 - 1102 25th Ave., Somers, WI
Unit 18 - 1104 25th Ave., Somers, WI
Unit 19 - 2601 11th St., Somers, WI
Unit 20 - 2603 11th St., Somers, WI
Unit 21 - 2613 11th St., Somers, WI
Unit 22 - 2615 11th St., Somers, WI
Unit 23 - 2625 11th St., Somers, WI
Unit 24 - 2627 11th St., Somers, WI
Unit 25 - 1107 27th Ave., Somers, WI
Unit 26 - 1109 27th Ave., Somers, WI

Declarant:
CrossWinds Development, L.L.C.
1501 92nd Street
Sturtevant, WI 53177-0766

Prepared by:
Metropolitan Survey Service, Inc.
5200 W. Loomis Rd.
Greendale, WI 53129



WISCONSIN
MICHAEL P. CASEY
S-2482
MUSKEGO, WI
LAND SURVEYOR

Certification

Metrodata\Condoliens\Somers\SomersEstatesCondominiumHomes.dwg

Job No. 05224

8th Addendum
to
Somers Estates Condominium Homes

Lots 38 through 49, inclusive, and Lots 54 through 56, inclusive, "Somers Estates", and Parcel 2 of C.S.M. #2252, all in the SE 1/4 of Section 12, T 2 N, R 22 E, in the Town of Somers, Kenosha County, Wisconsin.

Addresses:

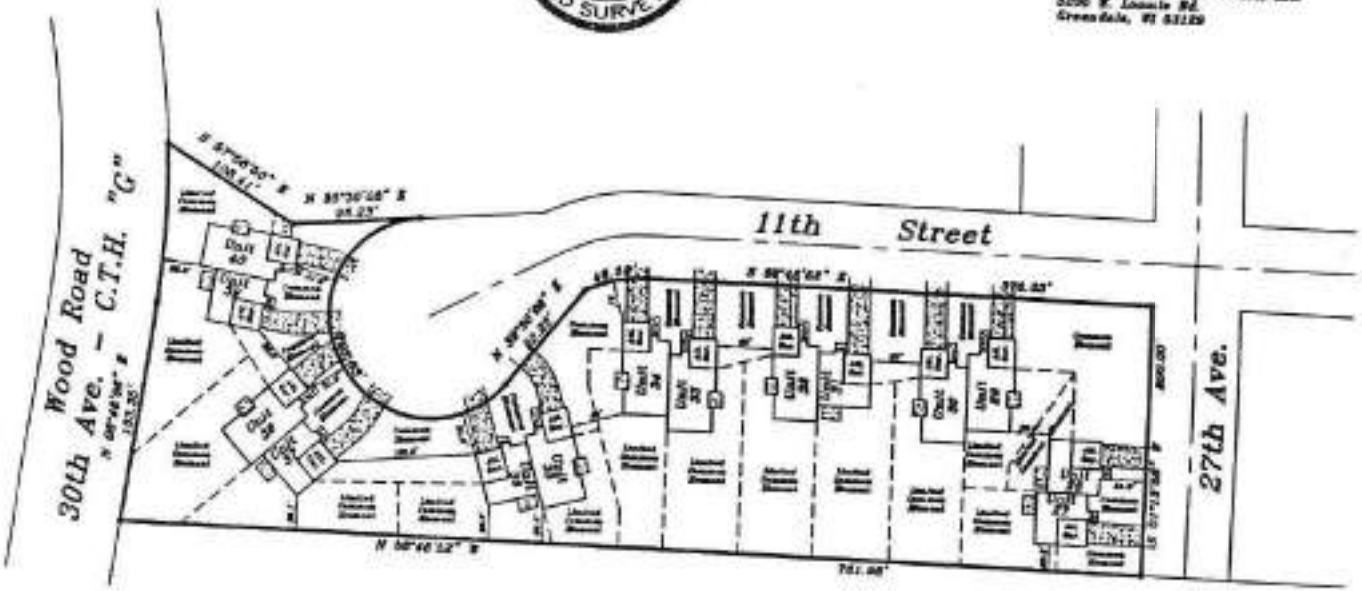
Unit 27 - 1106 27th Ave., Somers, WI
Unit 28 - 1104 27th Ave., Somers, WI
Unit 29 - 2903 11th St., Somers, WI
Unit 30 - 2906 11th St., Somers, WI
Unit 31 - 2915 11th St., Somers, WI
Unit 32 - 2917 11th St., Somers, WI
Unit 33 - 2927 11th St., Somers, WI
Unit 34 - 2929 11th St., Somers, WI
Unit 35 - 2901 11th St., Somers, WI
Unit 36 - 2903 11th St., Somers, WI
Unit 37 - 2911 11th St., Somers, WI
Unit 38 - 2913 11th St., Somers, WI
Unit 39 - 2921 11th St., Somers, WI
Unit 40 - 2923 11th St., Somers, WI

WISCONSIN
MICHAEL P. CASEY
S-2402
MUSKEGO, WI
LAND SURVEYOR

Declarant:
CrossWinds Development, L.L.C.
1501 92nd Street
Sturtevant, WI 53177-0788

Prepared by:
Metropolitan Survey Service, Inc.
5200 W. Loomis Rd.
Greendale, WI 53129

Certification





MetroData\CondoDocs\Somers\SomersEstatesCondominiumHomes.dwg

Job No. 05224

Sheet 8 of 8

EXHIBIT B

That part of the Southeast ¼ and the Southwest ¼ of the Southeast ¼ of Section 12, Township 2 North, Range 22 East, in the Town of Somers, Kenosha County, Wisconsin, described as follows: Commence at the Southeast corner of said ¼ section; thence N88°46'52"W 952.99 feet along the South line of said ¼ section; thence N01°13'08"E 40.80 feet to the North line of C.T.H. "E" (12th Street) and the point of beginning of this description; run thence N87°58'46"W 691.51 feet along said North line; thence N01°41'13"E 222.29 feet to a point of curvature of a curve of Southwesterly convexity whose radius is 180.00 feet and whose chord bears N39°03'12"W 232.71 feet; thence Northerly 253.04 feet along the arc of said curve; thence N01°13'08"E 44.49 feet; thence S88°46'52"E 800.25 feet; thence S08°00'42"E 103.39 feet to a point of curvature of a curve of Easterly convexity whose radius is 533.00 feet and whose chord bears S02°59'44"E 93.21 feet; thence Southerly 93.33 feet along the arc of said curve; thence S02°01'12"W 255.90 feet to a point of curvature of a curve of westerly convexity whose radius is 20.00 feet and whose chord bears S42°58'46"E 28.28 feet; run thence Southerly 31.42 feet along the arc of said curve to the point of beginning of this description. Containing 7.516 acres. Subject to easements and restrictions of record.

That part of the Southwest ¼ of the Southeast ¼ of Section 12, Township 2 North, Range 22 East, in the Town of Somers, Kenosha County, Wisconsin, described as follows: Commence at the Southwest ¼ of said Southeast ¼ of Section 12; run thence N01°08'56"E 115.97 feet along the North-South ¼ line of said Section 12; thence S88°51'04"E 67.64 feet to the East line of C.T.H. "G" (30th Avenue) and the point of beginning of this description; run thence N01°47'17"E 46.46 feet along said East line; thence N08°46'08"E 335.39 feet along said East line; thence S88°46'52"E 777.03 feet, thence S01°13'08"W 44.49 feet to a point of curvature of a curve of Southwesterly convexity whose radius is 180.00 feet and whose chord bears S39°03'12"E 232.71 feet; thence Southerly 253.04 feet along the arc of said curve; thence S01°41'13"W 222.29 feet to the North line of C.T.H. "E" (12th Street); thence N87°58'46"W 918.79 feet along said North line; thence N43°05'45"W 73.69 feet to the point of beginning. Containing 8.943 acres. Subject to easements and restrictions of record.

That part of the Southeast ¼ and the Southwest ¼ of the Southeast ¼ of Section 12, Township 2 North, Range 22 East, in the Town of Somers, Kenosha County, Wisconsin, described as follows: Commence at the Southeast corner of said ¼ section; thence N88°46'52"W 952.99 feet along the South line of said ¼ section; thence N01°13'08"E 40.80 feet to the North line of C.T.H. "E" (12th Street) and the point of beginning of this description and a point of curvature of a curve of Southwesterly convexity whose radius is 20.00 feet and whose chord bears N42°58'46"W 28.28 feet; thence Northerly 31.42 feet along the arc of said curve; thence N02°01'12"E 255.90 feet to a point of curvature of a curve of Easterly convexity whose radius is 533.00 feet and whose chord bears N02°59'44"W 93.21 feet; thence Northerly 93.33 feet along the arc of said curve; thence N08°00'42"W 103.39 feet; thence S88°46'52"E 386.16 feet; thence S26°46'27"E 231.86 feet, thence S03°29'37"E 257.00 feet to the North line of C.T.H. "E" (12th Street) and the point of beginning. Containing 4.81 acres. Subject to easements and restrictions of record.

The condominium plat is a correct representation of the condominium described and the identification and location of each unit and the common elements can be determined from the plat.

All that part of the Southeast ¼ of Section 12-2-22 East lying East of Wood Road and North of Highway E, which is part of the following described real estate: part of the Southeast ¼ of Section 12-2-22 East of the fourth principal meridian, and more particularly described as follows: Begin at the South ¼ corner of said Section 12; run thence North on the West line of the Southeast ¼ of said Section 12, 165 feet; thence East parallel with the South line of said Southeast ¼ of Section 12, 1320 feet more or less and to the East line of the West ½ of said ¼ Section; thence South along the East line of the West ½ of said ¼ Section 165 feet; thence West along the South line of the Southeast ¼ of Section 12, 1320 feet, more or less to the point of beginning. Excepting therefrom that part conveyed to Kenosha County for highway purposes by Warranty Deed recorded November 4, 1971 in Volume 863 of Records, page 42, Document No. 538913. Said land lying and being in the Town of Somers, Kenosha County, Wisconsin.

Document Number

Ninth Amendment To Declaration Of Condominium for Somers Estates Condominium Homes

Title of Document

Re:

Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, and 40 of Somers Estates Condominium Homes, created by a "Declaration of Condominium for Somers Estates Condominium Homes" dated August 9, 2002 and recorded on August 9, 2002, in the Office of the Register of Deeds for Kenosha County, Wisconsin, as Document No. 1278962.

Tax Parcel ID:
80-04-222-124-0501
80-04-222-124-0502
80-04-222-124-0507
80-04-222-124-0508
80-04-222-124-0509
80-04-222-124-0510
80-04-222-124-0511
80-04-222-124-0512
80-04-222-124-0513
80-04-222-124-0514
80-04-222-124-0515
80-04-222-124-0516

80-04-222-124-0517
80-04-222-124-0518
80-04-222-124-0519
80-04-222-124-0520
80-04-222-124-0521
80-04-222-124-0522
80-04-222-124-0523
80-04-222-124-0524
80-04-222-124-0525
80-04-222-124-0526
80-04-222-124-0527
80-04-222-124-0528
80-04-222-124-0529
80-04-222-124-0530
80-04-222-124-0531
80-04-222-124-0532
80-04-222-124-0533
80-04-222-124-0534
80-04-222-124-0535
80-04-222-124-0536
80-04-222-124-0537
80-04-222-124-0538
80-04-222-124-0539
80-04-222-124-0540
80-04-222-124-0541
80-04-222-124-0542
80-04-222-124-0543
80-04-222-124-0544

Record this document with the Register of Deeds

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

(Parcel Identification Number)

INFORMATION PROFESSIONALS COMPANY FOND DU LAC, WI 800-655-2021

NINTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR SOMERS ESTATES CONDOMINIUM HOMES

The undersigned, being the Declarant for Somers Estates Condominium Homes (the "Condominium") created pursuant to that certain Declaration of Condominium for Somers Estates Condominium Homes, dated August 9, 2002 and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on August 9, 2002 as Document No. 1278962, as amended by the First Amendment To Declaration Of Condominium For Somers Estates Condominium Homes dated October 8, 2002 and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on October 8, 2002 as Document No. 1287995, and as further Amended by an Affidavit of Correction, dated October 8, 2002 and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on October 9, 2002, as Document No. 128841, and as further amended by the Second Amendment To Declaration Of Condominium For Somers Estates Condominium Homes dated February 7, 2003, and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on February 12, 2003, as Document No. 1310418, and as further amended by the Third Amendment To Declaration Of Condominium For Somers Estates Condominium Homes dated April 17, 2003, and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on April 17, 2003, as Document No. 1322412, and as further amended by the Fourth Amendment To Declaration Of Condominium For Somers Estates Condominium Homes dated May 20, 2003, and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on May 21, 2003, as Document No. 1329039, and as further amended by the Fifth Amendment To Declaration Of Condominium For Somers Estates Condominium Homes dated October 17, 2003, and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on October 24, 2003, as Document No. 1359574, and as further amended by the Sixth Amendment To Declaration Of Condominium For Somers Estates Condominium Homes dated June 2, 2004, and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on June 2, 2004, as Document No. 138938, and as further amended by the Seventh Amendment To Declaration Of Condominium For Somers Estates Condominium Homes dated June 11, 2004, 2004, and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on June 23, 2004, as Document No. 1393103, and as further amended by the Eighth Amendment To Declaration Of Condominium For Somers Estates Condominium Homes dated July 16, 2004, and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on July 16, 2004, as Document No. 1396589, which established Somers Estates Condominium Homes ("Condominium"), herewith amends the Declaration to change a unit configuration pursuant to the provisions of Section 12(C) of the Declaration.

1. Revised Floor Plans For Unit 25

Pursuant to Section 12(C) of the Declaration, the Declarant has elected to modify the design of Unit 25. As altered, Unit number 25 is a two or three bedroom, three bathroom two story Unit which contains approximately 2078 square feet of living space and which includes a two car attached garage and a full basement. The construction and boundaries of the Unit shall be as described in

Sections 3 and 4 of the Declaration and the floor plans which are attached to this Ninth Amendment as Exhibit A. The location of the Unit shall be as set forth on the addendum to Condominium Plat which is attached to this Seventh Amendment as Exhibit B.

2. Continuing Effect of Declaration

Except as amended by the First Amendment, the Affidavit of Correction, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment and this Ninth Amendment, the Declaration shall remain in full force and effect.

Executed this 23rd day of December, 2004.

Crosswinds Development, L.L.C.

By: Franklin J. Heister Jr
Franklin J. Heistor, Jr. Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this 23rd day of December, 2004, the above named Franklin J. Heister, Jr., to me known to be the person and member who executed the foregoing instrument and acknowledged the same.

* John U. Schneider
Notary Public - State of Wisconsin
My commission expires: is permanent

JOHN U. SCHNEIDER NOTARY SEAL NOTARY PUBLIC STATE OF WISCONSIN

Instrument drafted by: John U. Schneider - Attorney at Law
State Bar of Wisconsin #1017140

9th Addendum
to
Somers Estates Condominium Homes

Lots 38 through 49, inclusive, and Lots 54 through 56, inclusive, "Somers Estates", and Parcel 2 of C.S.M. #2252, all in the SE 1/4 of Section 12, T 2 N, R 22 E, in the Town of Somers, Kenosha County, Wisconsin.

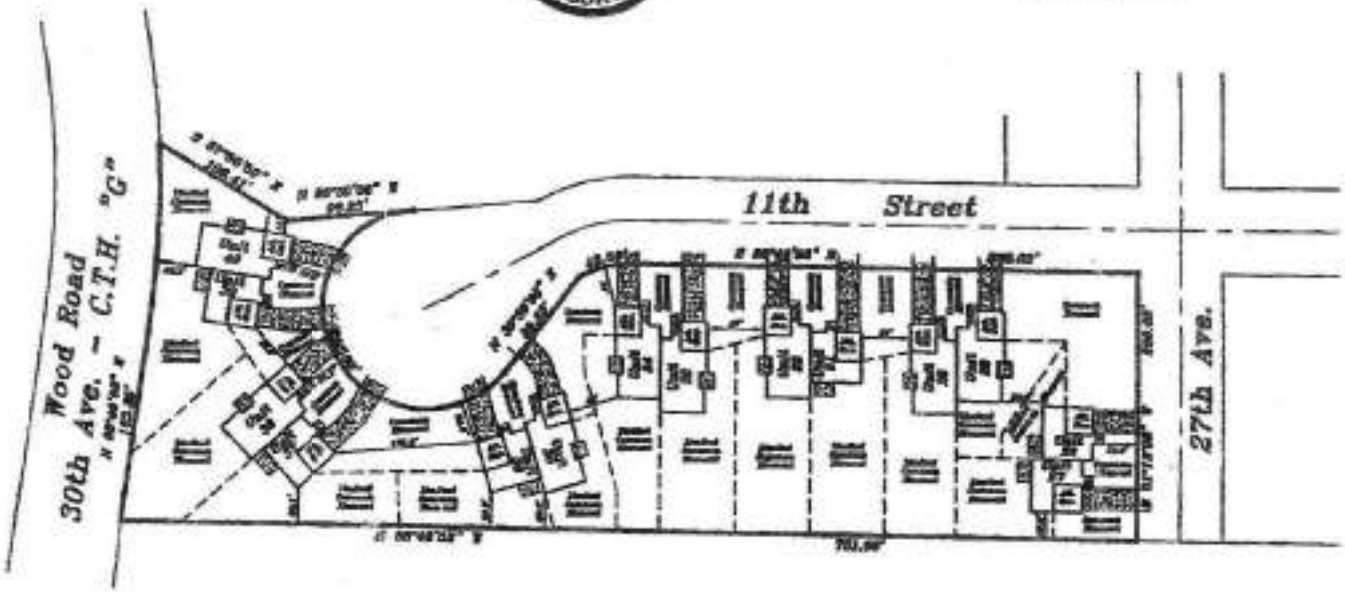
Addresses:

Unit 37	-	1106	27th Ave.,	Somers, WI
Unit 38	-	1104	27th Ave.,	Somers, WI
Unit 39	-	2903	11th St.,	Somers, WI
Unit 40	-	2906	11th St.,	Somers, WI
Unit 41	-	2910	11th St.,	Somers, WI
Unit 42	-	2917	11th St.,	Somers, WI
Unit 43	-	2907	11th St.,	Somers, WI
Unit 44	-	2909	11th St.,	Somers, WI
Unit 45	-	2903	11th St.,	Somers, WI
Unit 46	-	2905	11th St.,	Somers, WI
Unit 47	-	2911	11th St.,	Somers, WI
Unit 48	-	2913	11th St.,	Somers, WI
Unit 49	-	2921	11th St.,	Somers, WI
Unit 50	-	2923	11th St.,	Somers, WI

WISCONSIN
MICHAEL P. CASEY
S-2182
MUSKEGO, WI
LAND SURVEYOR

Declarant:
Crossfield Development, L.L.C.
1004 22nd Street
Sturtevant, WI 53177-0788

Prepared by:
Metropolitan Survey Service, Inc.
5200 W. Loomis Rd.
Greendale, WI 53129







SHEET OF 4

9th Addendum
to
Somers Estates Condominium Homes

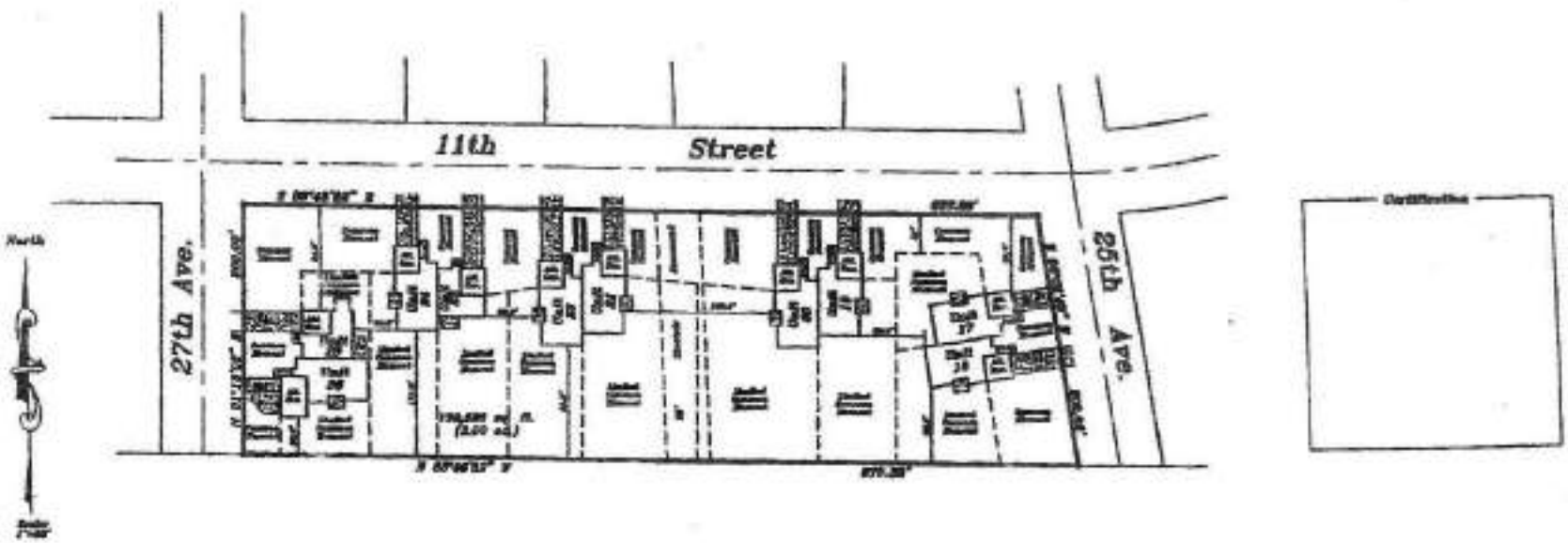
Lots 38 through 49, inclusive, and Lots 54 through 56, inclusive, "Somers Estates", and Parcel 2 of C.S.M. #2252, all in the SE 1/4 of Section 12, T 2 N, R 22 E, in the Town of Somers, Kenosha County, Wisconsin.

Addresses:

Unit 17 – 1102 25th Ave., Somers, WI
Unit 18 – 1104 27th Ave., Somers, WI
Unit 19 – 2001 17th St., Somers, WI
Unit 20 – 2003 11th St., Somers, WI
Unit 21 – 2013 11th St., Somers, WI
Unit 22 – 2015 11th St., Somers, WI
Unit 23 – 2025 11th St., Somers, WI
Unit 24 – 2027 11th St., Somers, WI
Unit 25 – 1107 27th Ave., Somers, WI
Unit 26 – 1109 27th Ave., Somers, WI

Declarant:
Crossfinds Development, L.L.C.
1521 52nd Street
Sturtevant, WI 53177-0768

Prepared by:
Metropolitan Survey Service, Inc.
6100 W. Loomis Rd.
Greendale, WI 53129



WISCONSIN
MICHAEL P. CASEY
5-2482
MUSKEGO, WI
LAND SURVEYOR

9th Addendum
to
Somers Estates Condominium Homes

Lots 38 through 49, inclusive, and Lots 54 through 56, inclusive, "Somers Estates", and Parcel 2 of C.S.M. #2252, all in the SE 1/4 of Section 12, T 2 N, R 22 E, in the Town of Somers, Kenosha County, Wisconsin.

Declarant:
Crossfields Development, L.L.C.
1601 22nd Street
Sturtevant, WI 53177-0768

Prepared by:
Metropolitan Survey Service, Inc.
5209 W. Lincoln Rd.
Greendale, WI 53129

I, Michael P. Casey, a Registered Land Surveyor, do hereby certify that I have surveyed the property described on Sheet 1 of this condominium plat, and that this survey is an accurate representation of the exterior boundary lines and the location of the existing and proposed buildings on said property. This plat is a correct representation of SOMERS ESTATES CONDOMINIUM HOMES, and the identification and location of each existing unit, proposed expansion unit and the common elements can be determined from this plat.

Date

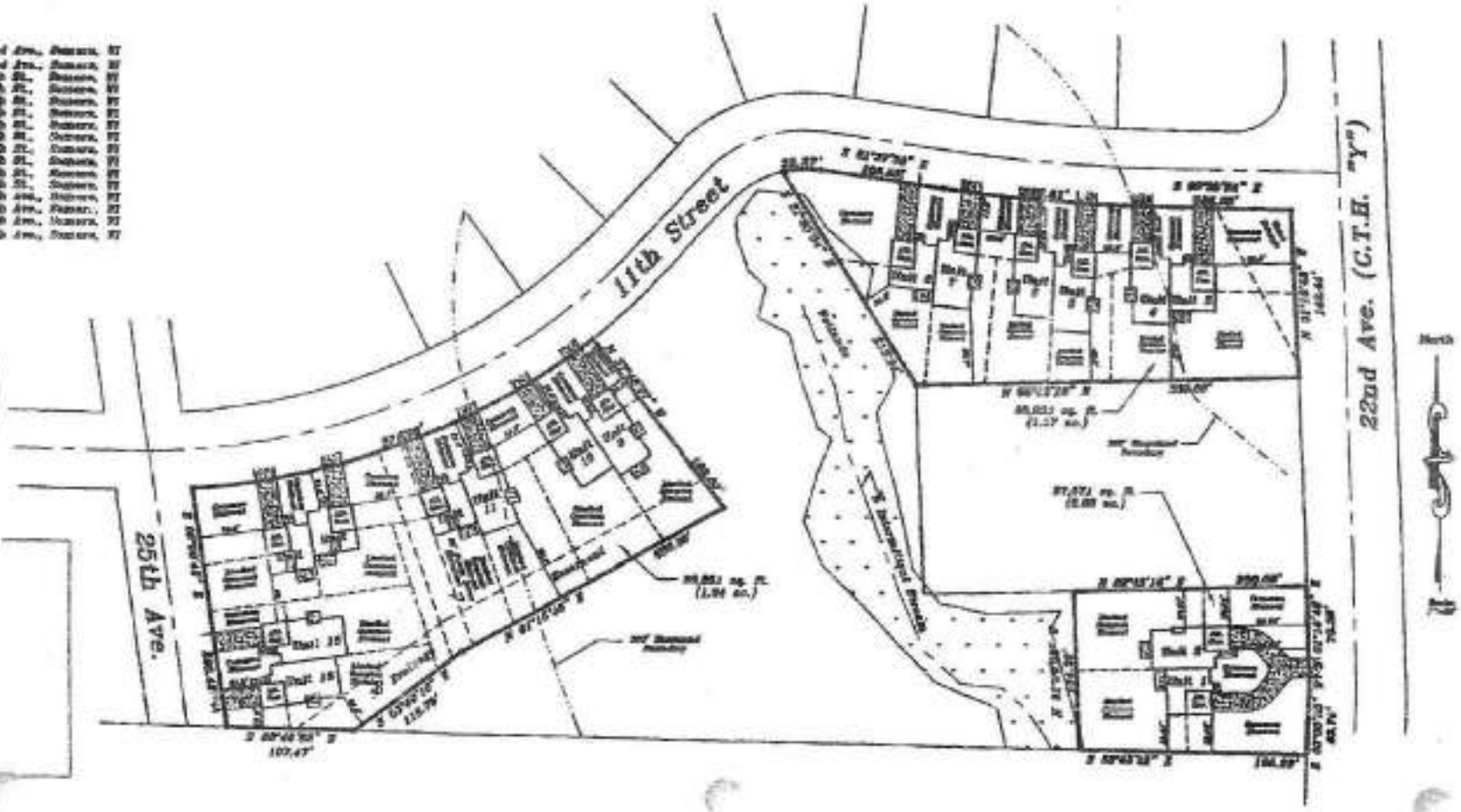
Michael P. Casey, S.L.S. 2402

Addresses:

Unit 1 - 1136 22nd Ave., Somers, WI
Unit 2 - 1134 22nd Ave., Somers, WI
Unit 3 - 2207 11th St., Somers, WI
Unit 4 - 2209 11th St., Somers, WI
Unit 5 - 2215 11th St., Somers, WI
Unit 6 - 2217 11th St., Somers, WI
Unit 7 - 2208 11th St., Somers, WI
Unit 8 - 2207 11th St., Somers, WI
Unit 9 - 2415 11th St., Somers, WI
Unit 10 - 2417 11th St., Somers, WI
Unit 11 - 2422 11th St., Somers, WI
Unit 12 - 2420 11th St., Somers, WI
Unit 13 - 2420 11th Ave., Somers, WI
Unit 14 - 2421 11th Ave., Somers, WI
Unit 15 - 1111 25th Ave., Somers, WI
Unit 16 - 1113 25th Ave., Somers, WI

WISCONSIN
MICHAEL P. CASEY
S-2402
MUSKEGO, WI
LAND SURVEYOR

Certification



SHEET 3 4

EXHIBIT A

Somers Estates Condominium Homes

Town of Somers, Kenosha County, Wisconsin

Two Story Floor Plan: Unit 25

