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SUN POINTE VILLAGE, A CONDOMINIUM
DECLARATION OF CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (this "Declaration"), is made by Sun Pointe Village Ventures, LLC, a a Wisconsin limited liability company (the "Declarant").

ARTICLE I

DECLARATION

Declarant hereby declares that it is the sole owner of the Land (as defined in Section 2.02), together with all improvements located thereon and all easements, rights, and appurtenances pertaining thereto (the "Property"), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act").

ARTICLE II

NAME; DESCRIPTION OF PROPERTY

2.01. Name. The name of the condominium created by this Declaration (the "Condominium") is "Sun Pointe Village, A Condominium."

2.02. Legal Description. The land comprising the Property (the "Land") is located in the City of Kenosha, County of Kenosha, State of Wisconsin, and is legally described on Exhibit A attached hereto and made a part hereof.

2.03. Address. The address of the Condominium is 21st Street and 27th Avenue, Kenosha, Wisconsin.

ARTICLE III

DESCRIPTION OF UNITS

3.01. Identification of Units. The Condominium shall initially consist of forty eight units (individually a "Unit" and collectively the "Units") located in the buildings (individually, a "Building" and, collectively, the "Buildings") identified on the condominium plat attached hereto as Exhibit B and made a part hereof (the "Condominium Plat"). The Condominium Plat shows floor plans for each Unit showing the layout, boundaries, and dimensions of each Unit. The Units shall be identified as follows:

- Units 1 through 36, inclusive, as numbered on the Condominium Plat; and

- Units 101 through 112, inclusive, as numbered on the Condominium Plat.

The Condominium shall be subject to expansion as described in Article VI. Each owner of a Unit is referred to as a "Unit Owner." Where a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

3.02. Boundaries of Units. The boundaries of each Unit shall be as follows:

(a) Upper Boundary. The upper boundary of the Unit shall be the interior lower surface of the supporting members of the roof above the highest level of the living area, extended to an intersection with the perimetrical boundaries.

(b) Lower Boundary. The lower boundary of the Unit shall be the upper surface of the unfinished floor of the lowest level of the Unit extended to an intersection with the perimetrical boundaries.

(c) Perimetrical Boundary. The perimetrical boundaries of the Unit shall be vertical planes of the inside surface of the studs supporting the interior walls, in either case extending to intersections with each other and with the upper and lower boundaries.

3.03. Description of Units. It is intended that the surface of each plane described above (be it drywall, tiles, wallpaper, paneling, carpeting, or otherwise covered) is included as part of each defined Unit. The Unit shall include, without limitation, all improvements now or hereafter located within such boundaries, including:

(a) Windows, doors, and garage doors (with all opening, closing, and locking mechanisms and all hardware) that provide direct access to or within the Unit.

(b) Interior lights and light fixtures.

(c) Cabinets.

(d) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

(e) Telephone, fax, cable television, computer, Internet, stereo, or other sound systems, if any, including outlets, switches, hardware, and other appurtenances serving them.

(f) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving more than one (1) Unit.

(g) The heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit.

Specifically not included as part of a Unit are those structural components of each Building and any portion of the plumbing, electrical, or mechanical systems of the Building serving more than one (1) Unit or another Unit, even if located within the Unit. Any structural components, plumbing, electrical, mechanical, and public or private utility lines running through a Unit that serve more than one Unit or another Unit are Common Elements.

ARTICLE IV

COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.01. Common Elements. The common elements (the "Common Elements") include the following:

(a) The Land;

(b) The paved parking lots and driveways, private streets, pedestrian walkways, if any, situated on the Land;

(c) The foundations, columns, pilasters, girders, beams, supports, main walls (which shall be defined as exterior walls and surfaces, structural walls, roof trusses, and roofs);

(d) The clubhouse and deck which is appurtenant thereto;

(e) Any other portion of the improvements to the Land that is not part of a Unit as described above; and

4.02. Limited Common Elements. Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one or more but less than all of the Units. Such Common Elements shall be referred to collectively as "Limited Common Elements." The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

(a) All sidewalks, access ways, steps, stoops, decks, and patios attached to, leading directly to or from, or adjacent to each Unit; and

(b) The driveway parking spaces situated immediately adjacent to the garage door for each Unit.

4.03. Conflict Between Unit Boundaries; Common Element Boundaries.

(a) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.02 and 3.03 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

(b) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the board of directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

(c) Following any change in the location of the boundaries of the Units under this Section 4.03, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

ARTICLE V

PERCENTAGE INTERESTS; VOTING

5.01. Percentage Interests. The undivided percentage interest in the Common Elements appurtenant to each Unit (the "Percentage Interest") shall be determined as follows:

- Interior square footage of the boundaries of the Unit shall be determined (the "Unit Area")
- The total Unit Area of all of the declared condominium Units shall be determined (the "Total Unit Area")
- The percentage interest for a particular Unit shall be determined by dividing the Unit Area for that particular Unit by the Total Unit Area for all declared Units.

If the number of Units changes due to expansion of the Condominium under Article VI, the percentage interest shall be recalculated.

5.02. Conveyance, Lease, or Encumbrance of Percentage Interest. Any deed, mortgage, lease, or other instrument purporting to convey, encumber, or lease any Unit shall be deemed to include the Unit Owner's undivided percentage interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

5.03. Voting. The vote of each Unit at meetings of the Association (as defined in Article VII) shall be equal to the Percentage Interest pertaining to such Unit.

5.04. Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws.

5.05. Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and address of the Mortgagee of the Unit, if any, has been furnished to the secretary of the Association. The bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE VI

RIGHT TO EXPAND

6.01. Reservation of Right. Declarant hereby reserves the right to expand the Condominium by adding all or a portion of the property described as Expansion Areas N, M, and S on Exhibit C attached hereto and shown on the Condominium Plat attached hereto as Exhibit B. Such right to expand may be exercised from time to time within ten (10) years from the date of recording of this Declaration within the Office of the Kenosha County Register of Deeds. Any such expansion shall be in the sole discretion of Declarant, and no Unit Owner or other person shall have the right to require the same. Each Owner, by

accepting a deed to a Unit, acknowledges that the expansion area or parts thereof may be developed for uses other than as part of the Condominium.

6.02. Number, Location, and Style of Units. The maximum number of Units in the Condominium as expanded shall be one hundred eighteen (118). Declarant currently anticipates that the Units shall be positioned as shown on the Condominium Plat, but Declarant reserves the right to change the location if required to achieve the best development in the opinion of Declarant. The Units shall consist of Units of the general size as shown on the Condominium Plat, but Declarant reserves the right to change the size of the Units in order to meet market requirements. The additional improvements shall be compatible with and shall be of the same or similar quality of construction and materials as the existing improvements. All Units constructed within the expansion area shall be for residential use.

6.03. Effect on Percentage Interest in Common Elements. Upon any expansion as described in this Article VI, the percentage interest in the Common Elements appurtenant to each Unit shall be recalculated under Section 5.01.

6.04. Effective Date of Expansion. The Condominium shall be deemed expanded when an amendment to this Declaration, executed by Declarant, is recorded in the Office of the Kenosha County Register of Deeds, which amendment shows the new percentage interests of the Unit Owners and the votes which each Unit Owner may cast in the Condominium as expanded, and when an amendment to the Condominium Plat is recorded as required in Section 703.26, Wisconsin Statutes. Declarant reserves the right to amend this Declaration, its Exhibits, and the Condominium Plat, without any other consent or approval, for the purpose of effecting an expansion of the Condominium.

6.05. Effect of Expansion. Upon the recording of an amendment to the Declaration and Condominium Plat, each Unit Owner, by operation of law, shall have the percentage interests in the Common Elements, liabilities in the Common Expenses, rights to Common Surpluses (as defined below), and shall have the number of votes set forth in the Declaration amendment. Following any such expansion, the interest of any Mortgagee shall attach, by operation of law, to the new percentage interests in the Common Elements appurtenant to the Unit on which it has a lien. Declarant shall have an easement over, through, and under the existing Common Elements to facilitate the expansion; provided, however, any damage to the Common Elements because of Declarant's use of the easement shall be Declarant's responsibility.

ARTICLE VII

CONDOMINIUM ASSOCIATION

7.01. General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as "Sun Point Village Condominium Association, Inc." (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a nonprofit corporation under the laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), the Condominium Ownership Act, this

Declaration, and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). All Unit Owners, tenants of Units, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all of the provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles, and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners unless otherwise stated in such amendment or modification.

7.02. Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, except as provided in Section 7.03, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) ten (10) years from such date, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers, assuming that the Condominium has been fully expanded under Article VI; or (c) thirty (30) days after the Declarant's election to waive its right of control.

7.03. Board of Directors. The affairs of the Association shall be governed by a board of directors. Prior to the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the board of directors. Prior to the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the board of directors. For purposes of calculating the percentages set forth in Section 7.02 and this Section 7.03, the percentage of Common Element interest conveyed shall be calculated by dividing the number of Units conveyed by the maximum number of Units permitted under Section 6.02.

7.04. Maintenance and Repairs.

(a) **Common Elements.** The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements and shall maintain the same in good, clean, and attractive order and repair. In addition, the Association shall be responsible for providing and maintaining all Limited Common Elements; for snow plowing all sidewalks, driveways, private streets, parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, and parking areas. The Association shall be fully responsible for the management and control of the clubhouse and deck appurtenant thereto, and shall set all rules and regulations relative to its use. The Association shall maintain the clubhouse in good, clean and attractive order and repair.

(b) **Units.** Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating, and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables, or conduits designed or used in connection with such electrical, heating, or air conditioning systems), except to the extent any repair cost is paid by the Association's insurance policy described in Section 9.01. Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 7.07.

(c) **Damage Caused by Unit Owners.** To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant, or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof) or (iii) the Association is required to restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

7.05. Common Expenses. Any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance of the Common Elements and other areas described in Section 7.04, and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services provided to the Common Elements; trash collection; and maintenance and management salaries and wages.

7.06. General Assessments. The Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed equally to each Unit irrespective of their percentage interests in the Common Elements, except that until occupancy permits have been issued for all Units, the General Assessments for insurance premiums shall be levied evenly against all Units for which occupancy permits have been issued. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment

becomes due as provided in the Condominium Ownership Act. During the period of Declarant control of the Association under Section 703.15(2)(c) of the Wisconsin Statutes, no General Assessments shall be assessed against any Unit owned by Declarant. During the period of Declarant control, however, the General Assessments payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if Declarant's Units were subject to full General Assessments, based on the annual operating budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total General Assessments payable by Unit Owners other than Declarant do not cover total Common Expenses. Furthermore, if the Association has established a statutory reserve account under Section 703.163 of the Wisconsin Statutes, (a) no reserve fund assessments shall be levied against any Unit until a certificate of occupancy has been issued for that Unit, and (b) payment of any reserve fund assessments against any Unit owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such Unit, or (ii) five years from the date exterior construction of the Building in which the Unit is located has been completed.

7.07. Reserve Fund Assessment on Sale. At the time of each voluntary transfer of a Unit, the buyer thereof (or other acquirer of title, if other than a purchase) shall pay an additional non-refundable fee equal to $500.00 or three monthly installments of the then current assessment for Common Expenses (whichever is greater) for deposit into the Association's Reserve Fund. The Reserve Fund shall be used by the Association for capital improvements or extraordinary expenses as the Board shall determine.

7.08. Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 10.05 and Section 11.05; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 7.04 and Article XIV, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

7.09. Common Surpluses. If the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 10.06 and Section 11.06, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective percentage interests in the Common Elements or may be used for any other purpose as the Association may determine.

7.010. Certificate of Status. The Association shall, upon the written request of an owner, purchaser, or Mortgagee of a Unit (as defined below), issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

7.11. Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the "Manager") under which services may be provided to the Unit Owners to create a community environment for the entire Condominium community. Such services may include, without limitation, provision of activity programs, community lounges, and

housekeeping services. Certain of such services may be available only on a fee-for-services basis by agreement between the Manager and individual Unit Owners. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Owners as a Common Expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes.

ARTICLE VIII

ALTERATIONS AND USE RESTRICTIONS

8.01. Unit Alterations.

(a) A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, and does not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association. Any approved improvement or alteration that changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

(b) A Unit Owner acquiring an adjoining part of another Unit may remove all or any part of the intervening partition wall or create doorways or other apertures therein. This may be done even if the partition wall may, in whole or in part, be a Common Element, provided that those acts do not impair the structural integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not impair any easement. The creation of doorways or other apertures is not deemed an alteration of boundaries.

(c) If a Unit Owner acquires all of one or more adjoining Units, the Unit Owner's percentage interest in the Common Elements shall be equal to the number of Units so combined divided by the total number of Units, and as otherwise provided in Section 5.01 above.

8.02. Separation, Merger and Boundary Relocation.

Boundaries between Units may be relocated upon compliance with Section 703.13(6) of the Condominium Ownership Act and with the written consent of the Association. A Unit may be separated into two or more units only upon compliance with Section 703.13(7) of the Condominium Ownership Act and with the written consent of the Association. Furthermore, two or more Units may be merged into a single unit only upon compliance with Section 703.13(8) of the Condominium Ownership Act and with the written consent of the Association. No boundaries of any Units may be relocated, no Unit may be separated, and no Units may be merged hereunder without the consent

of all Owners and Mortgagees having an interest in the Unit or Units affected. Any Unit Owner applying for a boundary relocation, Unit separation, or merger of Units shall provide to the Association for review complete plans and specifications for the relocation, separation, or merger, accompanied by a signed statement from a Wisconsin-licensed structural engineer or professional engineer specializing in structural engineering certifying that the alteration described by the plans and specifications will not impair the structural integrity or strength of the building. Furthermore, each Unit Owner applying for a boundary relocation, Unit separation or merger shall pay for the Association's cost of application review and documentation, including, without limitation, any and all engineering, surveying, and legal fees incurred by the Association in considering such application and preparing any documentation, whether or not the application is ultimately approved. Where any boundary relocation, unit separation, or merger would require the approval of the municipality in which the Condominium is located, the applicant shall obtain such approval. The Association may recover any unpaid costs by imposing a Special Assessment against the applicant's Unit. Following any boundary relocation, Unit separation, or merger, the percentage interests in the Common Elements shall be reallocated as follows:

(A) In the case of a boundary relocation, the percentage interests that were formerly appurtenant to the Units whose boundaries are being adjusted shall be determined as follows: for each resulting Unit (the "Resulting Unit"), the percentage interests of the two Units whose boundary is being relocated shall be added together, and multiplied by a fraction, the numerator of which is the square footage of the Resulting Unit, and the denominator of which is the square footage of both Resulting Units. The product is the new percentage interest for the Resulting Unit. Furthermore, votes in the Association that were formerly appurtenant to the Units whose boundaries are being adjusted shall be determined in the same manner.

(B) In the case of a Unit separation, the percentage interests appurtenant to each resulting Unit (the "Resulting Unit") shall be determined as follows: for each Resulting Unit, the percentage interest in the original Unit from which the Resulting Unit is created (the "Original Unit") shall be multiplied by a fraction, the numerator of which is the total square footage of the Resulting Unit, and the denominator of which is the total square footage of all Resulting Units that were originally part of the Original Unit. The product shall be the new percentage interest for the Resulting Unit. Furthermore, votes in the Association that were formerly appurtenant to the Original Unit that are to be assigned to the Resulting Units shall be determined in the same manner.

(C) In the case of the merger of two or more Units, the percentage interests appurtenant to the resulting Unit shall be the combined percentages of the Units from which the resulting Unit was created. Furthermore, votes in the Association appurtenant to the resulting Unit shall be the combined votes of the Units from which the resulting Unit was created.

(D) An amendment to the Declaration or the plat pursuant to these procedures shall require only the signatures of the Association and the Unit Owners and Mortgagees of the affected Units.

8.03. Use and Restrictions on Use of Unit. Each Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. A Unit shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage, or legal adoption) plus no more than two unrelated persons. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Unit. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit a Unit Owner from:

(a) maintaining his or her personal professional library in his or her Unit;

(b) keeping his or her personal business or professional records or accounts in his or her Unit;

(c) handling his or her personal or business records or accounts in his or her Unit; or

(d) handling his or her personal business or professional telephone calls or correspondence from his or her Unit.

Nothing in this Section 8.03 shall authorize the maintaining of an office at which customers or clients customarily call and the same is prohibited.

8.04. Nuisances. No nuisances shall be allowed upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 9.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

8.05. Lease of Units. Each Unit or any part thereof may be rented by written lease, provided that

(a) The term of any such lease shall not be less than four (4) months;

(b) The Unit Owner has advised the Association of the name of the Lessee and has provided the Association with a copy of a written lease of the Unit;

(c) The lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and

(d) The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit. The Association may require that a copy of each lease of all or any part of a Unit be filed with the Association. The restrictions against leasing contained in this Section 8.05 shall not apply to leases of the Units by the Declarant or leases of the Units to the Association.

8.06. Signs. No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association and, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates, or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect appropriate signage for the sales of Units.

8.07. Garbage and Refuse Disposal. The Unit Owner shall provide for proper disposal of rubbish, trash, garbage or waste and shall not allow any garbage containers to be located within the common area or limited common area.

8.08. Storage. Outdoor storage of disabled vehicles or personal property shall not be permitted. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked and screened from street view. No vehicles shall be parked on any yard at any time.

8.09. Pets. Pets are permitted in accordance with the current applicable Rules and Regulations.

8.10. Landscaping. Unit Owners may plant decorative plants, vegetables, and shrubbery outside of their Unit subject to prior written consent of the Association and/or consistent with the rules and regulations adopted by the Association from time to time.

ARTICLE IX

INSURANCE

9.01. Fire and Extended Loss Insurance. The board of directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements, for the Unit as originally constructed as of the date the occupancy permit for the Unit was originally issued, and for the Association's service equipment, supplies and personal property. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for all improvements to the Unit made after issuance of the original certificate of occupancy and all improvements located therein for not less than the full replacement value thereof. Insurance coverage for the Common Elements shall be reviewed and adjusted by the board of directors of the Association from time to time to ensure that the required coverage is at all times provided. The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective percentage interests in the Common Elements, and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the

proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article X.

9.02. Public Liability Insurance. The board of directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least $1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective percentage interests in the Common Elements. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

9.03. Fidelity Insurance. Subsequent to the sale by Declarant of the first Unit, the Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.

9.04. Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

9.05. Standards for All Insurance Policies. All insurance policies provided under this Article IX shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the board of directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE X

RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

10.01. Determination to Reconstruct or Repair. If all or any part of the Common Elements become damaged or are destroyed by any cause, the damaged Common Elements shall be repaired or

reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds by an amount of up to $10,000.00 times the number of Units then making up the Condominium. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to so repair or reconstruct. If such authorization is challenged, whether through action taken at a meeting of Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners, and such repair or reconstruction shall be deemed approved if the votes appurtenant to any one Unit are cast in favor of such repair or reconstruction.

10.02. Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the damaged Common Elements, unless (1) a majority of the first Mortgagees (one vote per mortgaged Unit) approve of the variance from such plans and specifications; and (2) the board of directors of the Association authorizes the variance in the case of reconstruction of or repair to the Common Elements. If a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

10.03. Responsibility for Repair. In all cases after a casualty has occurred to the Common Elements, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

10.04. Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 9.01 shall be disbursed by the Association for the repair or reconstruction of the damaged Common Elements. The Association shall have no responsibility to repair, reconstruct, or replace any Unit or any improvements located within a Unit. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged Property has been completely restored or repaired as set forth in Section 10.06.

10.05. Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be in proportion to each Unit Owner's percentage interest in the Common Elements. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

10.06. Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements or any Property taken by eminent domain are referred to herein as "Construction Funds." It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective percentage interests in the Common Elements.

10.07. Damage or Destruction of Unit. Following any damage or destruction to any improvements located within any Unit, the Unit Owner shall repair and restore such Unit to its condition prior to the damage or destruction as soon as possible but in any case within two hundred seventy (270) days of the damage or destruction.

ARTICLE XI

CONDEMNATION

11.01. Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) Every Unit Owner shall be allocated the entire award for the taking of all or part of the respective Unit or any improvements located therein and for consequential damages to the Unit or improvements located therein.

(b) If no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Unit Owners in proportion to their respective percentage interest in the Common Elements.

11.02. Determination to Reconstruct Common Elements. Following the taking of all or part of the Common Elements, the Common Elements shall be restored or reconstructed.

11.03. Plans and Specifications for Common Elements. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the taken Common Elements unless seventy-five percent (75%) of the Unit Owners and a majority of the first Mortgagees (one vote per mortgaged Unit) shall authorize a variance from such plans and specifications. If a variance is authorized from the maps, plans, or specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variances.

11.04. Responsibility for Reconstruction. In all cases after a taking of all or part of the Common Elements, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

11.05. Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Unit Owner's respective percentage interest in the Common Elements and shall constitute a Common Expense.

11.06. Surplus in Construction Fund. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective percentage interests in the Common Elements.

11.07. Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the percentage interest in the Common Elements appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all of the Units, determined without regard to the value of any improvements located within the Units. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Units. Such amendment need be signed only by two officers of the Association.

ARTICLE XII

MORTGAGEES

12.01. Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") that has so requested of the Association in a writing received by the Association's agent for service of process shall be entitled to receive notice of the following matters:

(a) The call of any meeting of the membership or the board of directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles, or the Bylaws.

(b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles, or Bylaws or any rules and regulations.

(c) Any physical damage to the Common Elements in an amount exceeding Twenty Thousand Dollars ($20,000).

12.02. Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XIII of this Declaration, neither Section 12.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

12.03. Owners of Unmortgaged Units. Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.

12.04. Condominium Liens. Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than six (6) months of the Unit's unpaid dues and assessments accrued before the date on which the holder acquired title.

ARTICLE XIII

AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. For purposes of this Article, the Percentage Interests in the Common Elements shall be computed as though the condominium was fully expanded until the tenth anniversary of the recording of this Declaration. So long as the Declarant owns any Unit, and so long as the Condominium is subject to expansion under Article VI, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be

certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Kenosha County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association. Furthermore, this Declaration can be amended with the consent of less than the number of Unit Owners and mortgagees required above as follows:

(a) Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions;

(b) Declarant can unilaterally amend this Declaration to expand the condominium to include the expansion areas designated on the Condominium Plat;

(c) This Declaration and the Condominium Plat can also be amended pursuant to the provisions of this Declaration to provide for relocation of boundaries between adjacent Units, to provide for Unit separation, or to provide for merger of Units;

(d) This Declaration can be amended pursuant to Section 703.09 (4) of the Wisconsin Statutes.

ARTICLE XIV

REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the City of Kenosha or the County of Kenosha to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VII), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and, secondly, to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply

with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article VII. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

ARTICLE XV

GENERAL

15.01. Utility Easements. The Declarant hereby reserves for the Association acting by and in the discretion of its board of directors, the rights to grant to the City of Kenosha and County of Kenosha 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, and for other purposes, for sewers, stormwater drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the board of directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

15.02. Right of Entry. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in Section 7.04. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the board of directors.

15.03. Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent for service of process specified in Section 15.06. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

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

15.05. Declarant Access During Construction of Improvements. During any period of construction of Buildings and other improvements on the Property by the Declarant, the Declarant and its contractors, and subcontractors, and their respective agents and employees, shall have access to all Common Elements as may be required in connection with said construction and shall have easements for the installation and construction of Buildings, improvements, utilities, driveways, parking areas, landscaping, and other repairing or servicing of all or any part of the Condominium or the expanded Condominium.

15.06. Disclosure Regarding Construction. Declarant discloses that until and after the Declarant has sold all of the Units owned by the Declarant, there will be construction activity in connection with the construction and build-out of the Units which may lead to noise, construction traffic, dust and other conditions incident to construction.

15.07. Resident Agent. The name and address of the resident agent under Section 703.23 of the Wisconsin Statutes is Anthony J. DeBartolo, 4011 - 80th Street, Kenosha, Wisconsin 53142. The resident agent may be changed by the Association in any manner permitted by law.

15.08. Assignment of Declarant's Rights. The rights, powers, and obligations of the party named as "Declarant" may be assigned by a written, recorded amendment to any other party who assumes such rights, powers and obligations. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such rights, powers and obligations. Such amendment need be signed only by the assignor and assignee named therein.

15.09. Conflicts. If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws, and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 11th day of June, 2007.

SUN POINTE VILLAGE VENTURES, LLC

By: _____
Name: Anthony J. DeBartolo
Title: Member

By: _____
Name: Lisa DeBartolo
Title: Member

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this 11th day of June, 2007, Anthony J. DeBartolo and Lisa DeBartolo, members of Sun Pointe Village Ventures, LLC, who acknowledged the foregoing document for the purposes recited therein on behalf of said Sun Pointe Village Ventures, LLC.

Dina M. Perrine
Name: Dina M. Perrine
Notary Public, State of Wisconsin
My Commission: 12/28/08

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by Sun Pointe Village Ventures, LLC to the undersigned recorded in the office of the Register of Deeds of Kenosha County, Wisconsin on July 27, 2006 as Document No. 1488869, does hereby consent to all of the terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this 11th day of June, 2007.

MILLS ENTERPRISES, LLC

By: SC
Name: Stephen C. Mills
Its: Authorized Member

The undersigned, being the holder of mortgages executed by Sun Pointe Village Ventures, LLC to the undersigned recorded in the office of the Register of Deeds of Kenosha County, Wisconsin on July 27, 2006 as Document No. 1488871 and on August 17, 2006 as Document No. 1491273, does hereby consent to all of the terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this 11th day of June, 2007.

BERWICK PROPERTIES, INC.

By: SC
Name: Stephen C. Mills
Its: President

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this 11th day of June, 2007, Stephen C. Mills, the authorized member of Mills Enterprises, LLC and the president of Berwick Properties, Inc., who acknowledged the foregoing document for the purposes recited therein on behalf of the same.

Dina M. Pirrine
Name: Dina M. Pirrine
Notary Public, State of Wisconsin
My Commission: 12/28/08

This document drafted by:
R. William Phenicie
Lloyd, Phenicie, Lynch, Kelly & Hotvedt, S.C.
Attorneys at Law
Burlington, Wisconsin

00106639.WPD

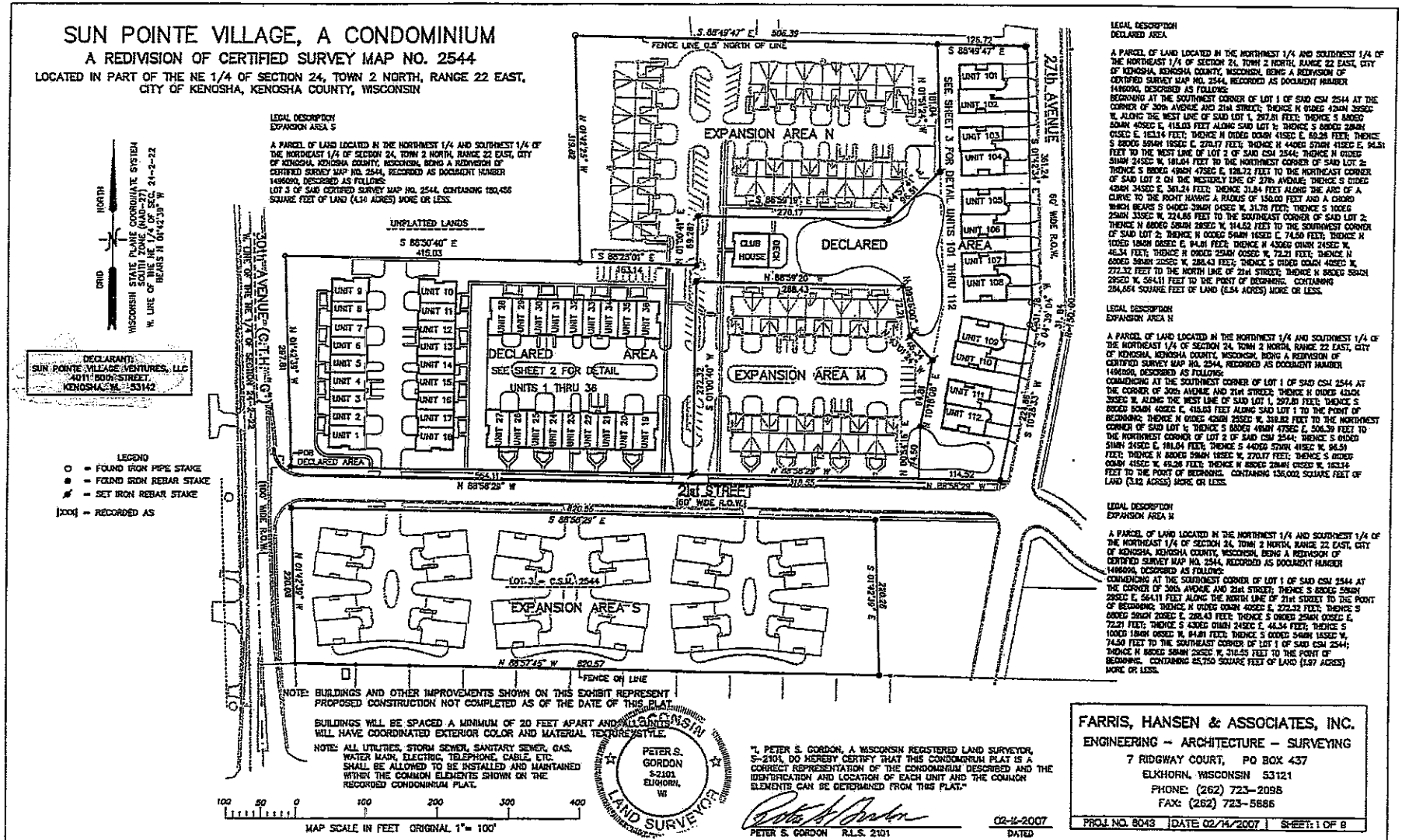
EXHIBIT A

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN, BEING A REDIVISION OF CERTIFIED SURVEY MAP NO. 2544, RECORDED AS DOCUMENT NUMBER 1496090, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF SAID CSM 2544 AT THE CORNER OF 30th AVENUE AND 21st STREET; THENCE N 01DEG 42MIN 39SEC W, ALONG THE WEST LINE OF SAID LOT 1, 297.81 FEET; THENCE S 88DEG 50MIN 40SEC E, 415.03 FEET ALONG SAID LOT 1; THENCE S 88DEG 28MIN 01SEC E, 163.14 FEET; THENCE N 01DEG 00MIN 41SEC E, 69.26 FEET; THENCE S 88DEG 59MIN 19SEC E, 270.17 FEET; THENCE N 44DEG 57MIN 41SEC E, 96.51 FEET TO THE WEST LINE OF LOT 2 OF SAID CSM 2544; THENCE N 01DEG 51MIN 24SEC W, 181.04 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S 88DEG 49MIN 47SEC E, 126.72 FEET TO THE NORTHEAST CORNER OF SAID LOT 2 ON THE WESTERLY LINE OF 27th AVENUE; THENCE S 01DEG 42MIN 34SEC E, 361.24 FEET; THENCE 31.84 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET AND A CHORD WHICH BEARS S 04DEG 39MIN 04SEC W, 31.78 FEET; THENCE S 10DEG 25MIN 33SEC W, 224.86 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N 88DEG 58MIN 29SEC W, 114.52 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE N 00DEG 54MIN 16SEC E, 74.50 FEET; THENCE N 10DEG 18MIN 08SEC E, 94.81 FEET; THENCE N 43DEG 01MIN 24SEC W, 46.34 FEET; THENCE N 09DEG 25MIN 00SEC W, 72.21 FEET; THENCE N 88DEG 59MIN 20SEC W, 288.43 FEET; THENCE S 01DEG 00MIN 40SEC W, 272.32 FEET TO THE NORTH LINE OF 21st STREET; THENCE N 88DEG 58MIN 29SEC W, 564.11 FEET TO THE POINT OF BEGINNING. CONTAINING 284,864 SQUARE FEET OF LAND (6.54 ACRES) MORE OR LESS.

SUN POINTE VILLAGE, A CONDOMINIUM

A REDIVISION OF CERTIFIED SURVEY MAP NO. 2544

LOCATED IN PART OF THE NE 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN


EXPANSION AREA N
EXPANSION AREA M
EXPANSION AREA S
DECLARED AREA
CLUB HOUSE
POOL
UNPLATTED LANDS
27th AVENUE
21st STREET
SOUTH MAIN AVENUE (C.T.H. "C")
UNIT 1
UNIT 2
UNIT 3
UNIT 4
UNIT 5
UNIT 6
UNIT 7
UNIT 8
UNIT 9
UNIT 10
UNIT 11
UNIT 12
UNIT 13
UNIT 14
UNIT 15
UNIT 16
UNIT 17
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UNIT 33
UNIT 34
UNIT 35
UNIT 36
UNIT 101
UNIT 102
UNIT 103
UNIT 104
UNIT 105
UNIT 106
UNIT 107
UNIT 108
UNIT 109
UNIT 110
UNIT 111
UNIT 112
SEE SHEET 2 FOR DETAIL UNITS 1 THRU 36
SEE SHEET 3 FOR DETAIL UNITS 101 THRU 112
FENCE LINE 0.5' NORTH OF LINE
FENCE ON LINE
POB DECLARED AREA
POC
LOT 3 C.S.M. 2544
S 88°49'47" E 506.39
S 88°49'47" E 125.72
S 88°50'40" E 415.03
S 88°23'01" E 163.14
N 88°59'20" W 288.43
N 88°58'29" W 564.11
N 88°58'29" W 310.55
S 88°58'29" E 820.55
N 88°57'45" W 820.57
S 88°59'19" E 270.17
N 88°58'29" W 114.32
N 88°58'05" W 221.88
N 01°42'39" W 1318.62
S 01°42'39" E 1318.62
N 01°42'39" W 1318.62
N 01°42'39" W 1318.62
S 01°42'39" E

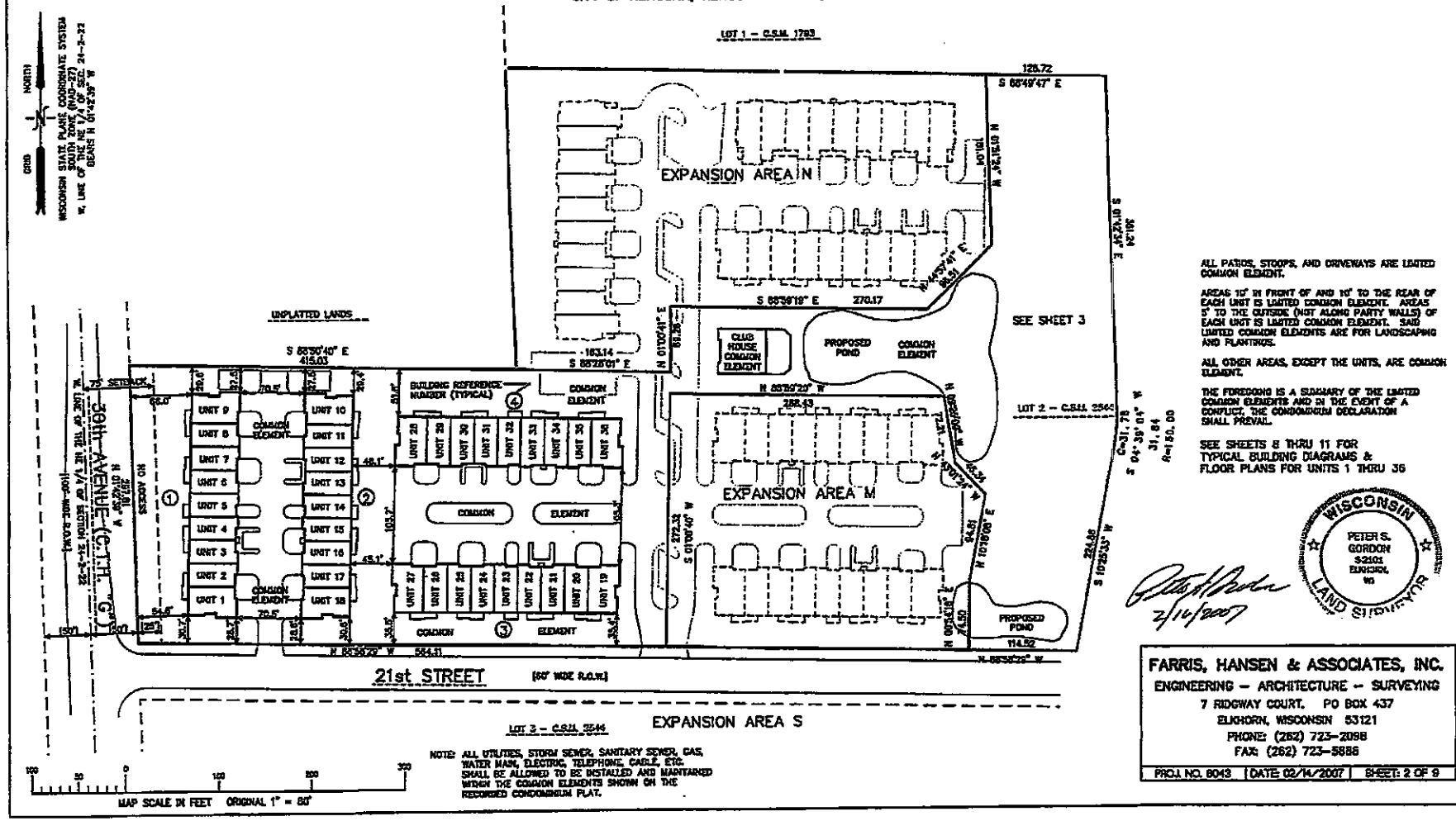
SUN POINTE VILLAGE, A CONDOMINIUM

A REDIVISION OF CERTIFIED SURVEY MAP NO. 2544

LOCATED IN PART OF THE NE 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

NOTE: BUILDINGS AND OTHER IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION NOT COMPLETED AS OF THE DATE OF THIS PLAT.

BUILDINGS WILL BE SPACED A MINIMUM OF 20 FEET APART AND ALL UNITS WILL HAVE COORDINATED EXTERIOR COLOR AND MATERIAL TEXTURE/STYLE.



NOTE: ALL UTILITIES, STORM SEWER, SANITARY SEWER, GAS, WATER MAIN, ELECTRIC, TELEPHONE, CABLE, ETC. SHALL BE ALLOWED TO BE INSTALLED AND MAINTAINED WITHIN THE COMMON ELEMENTS SHOWN ON THE RECORDED CONDOMINIUM PLAT.

ALL PATIOS, STOOPS, AND DRIVEWAYS ARE LIMITED COMMON ELEMENT.

AREAS 10' IN FRONT OF AND 10' TO THE REAR OF EACH UNIT IS LIMITED COMMON ELEMENT. AREAS 5' TO THE OUTSIDE (NOT ALONG PARTY WALLS) OF EACH UNIT IS LIMITED COMMON ELEMENT. SAID LIMITED COMMON ELEMENTS ARE FOR LANDSCAPING AND PLANTINGS.

ALL OTHER AREAS, EXCEPT THE UNITS, ARE COMMON ELEMENT.

THE FOREGOING IS A SUMMARY OF THE LIMITED COMMON ELEMENTS AND IN THE EVENT OF A CONFLICT, THE CONDOMINIUM DECLARATION SHALL PREVAIL.

SEE SHEETS 8 THRU 11 FOR TYPICAL BUILDING DIAGRAMS & FLOOR PLANS FOR UNITS 1 THRU 36

WISCONSIN
PETER S. GORDON S2101 ELKHORN, WI
LAND SURVEYOR

2/14/2007

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING – ARCHITECTURE – SURVEYING
7 RIDGWAY COURT. PO BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2098
FAX: (262) 723-5886

PROJ. NO. 8043 | DATE 02/14/2007 | SHEET: 2 OF 9

SUN POINTE VILLAGE, A CONDOMINIUM

A REDIVISION OF CERTIFIED SURVEY MAP NO. 2544

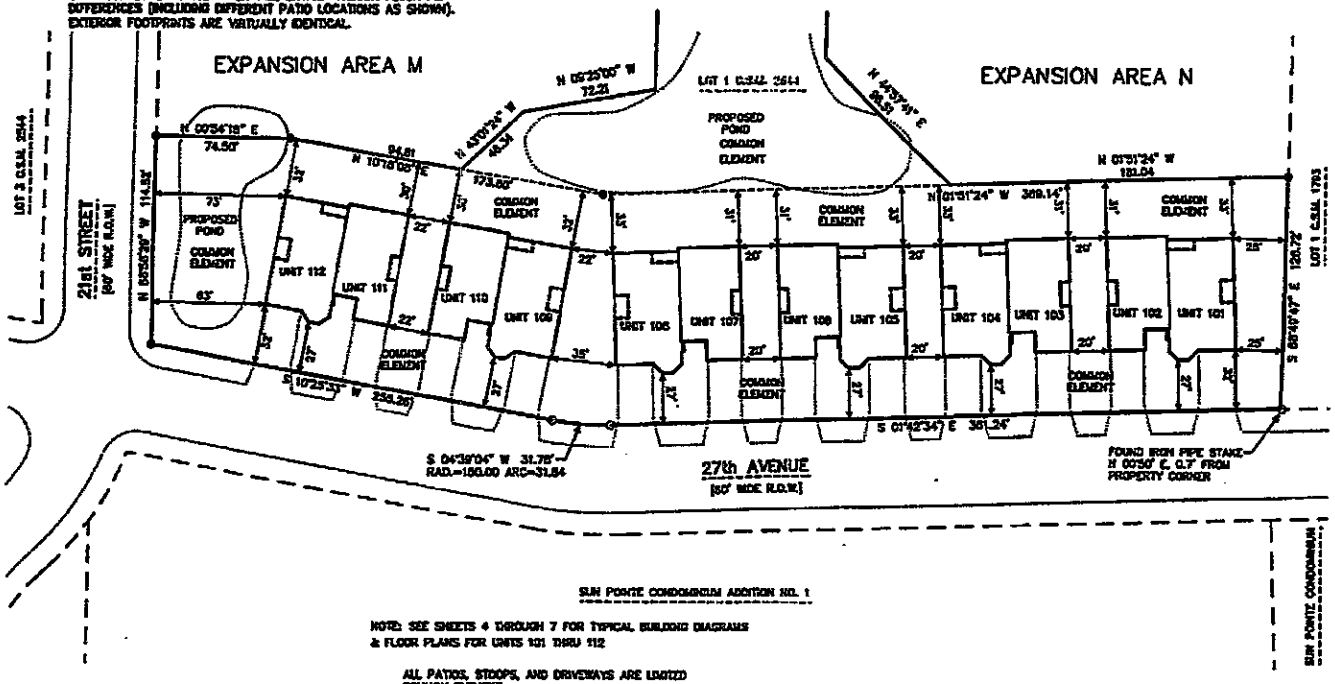
LOCATED IN PART OF THE NE 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST,
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

NOTE: ALL UTILITIES, STORM SEWER, SANITARY SEWER, GAS, WATER MAIN, ELECTRIC, TELEPHONE, CABLE, ETC. SHALL BE ALLOWED TO BE INSTALLED AND MAINTAINED WITHIN THE COMMON ELEMENTS SHOWN ON THE RECORDED CONDOMINIUM PLAT.

UNITS 101, 104, 105, 108, 109, & 112 MAY BE EITHER A BEGONIA STYLE OR A SUNFLOWER STYLE WHICH WILL ENTAIL INTERIOR FLOOR PLAN DIFFERENCES (INCLUDING DIFFERENT PATIO LOCATIONS AS SHOWN). EXTERIOR FOOTPRINTS ARE VIRTUALLY IDENTICAL.

NOTE: BUILDINGS AND OTHER IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION NOT COMPLETED AS OF THE DATE OF THIS PLAT.

BUILDINGS WILL BE SPACED A MINIMUM OF 20 FEET APART AND ALL UNITS WILL HAVE COORDINATED EXTERIOR COLOR AND MATERIAL TEXTURE/STYLE.



GRID NORTH

WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE (NAD-27)
W. LINE OF THE NE 1/4 OF SEC. 24-2-22 BEARS N 01°42'59" W

NOTE: SEE SHEETS 4 THROUGH 7 FOR TYPICAL BUILDING DIAGRAMS & FLOOR PLANS FOR UNITS 101 THRU 112

ALL PATIOS, STOOPS, AND DRIVEWAYS ARE LIMITED COMMON ELEMENT.

AREAS 10' IN FRONT OF AND 10' TO THE REAR OF EACH UNIT IS LIMITED COMMON ELEMENT. AREAS 5' TO THE OUTSIDE (NOT ALONG PARTY WALLS) OF EACH UNIT IS LIMITED COMMON ELEMENT. SAID LIMITED COMMON ELEMENTS ARE FOR LANDSCAPING AND PLANTINGS.

ALL OTHER AREAS, EXCEPT THE UNITS, ARE COMMON ELEMENT.

THE FOREGOING IS A SUMMARY OF THE LIMITED COMMON ELEMENTS AND IN THE EVENT OF A CONFLICT, THE CONDOMINIUM DECLARATION SHALL PREVAIL.

LEGEND

- O = FOUND IRON PIPE STAKE
- ● = FOUND IRON REBAR STAKE
- (xxxx) = RECORDED AS

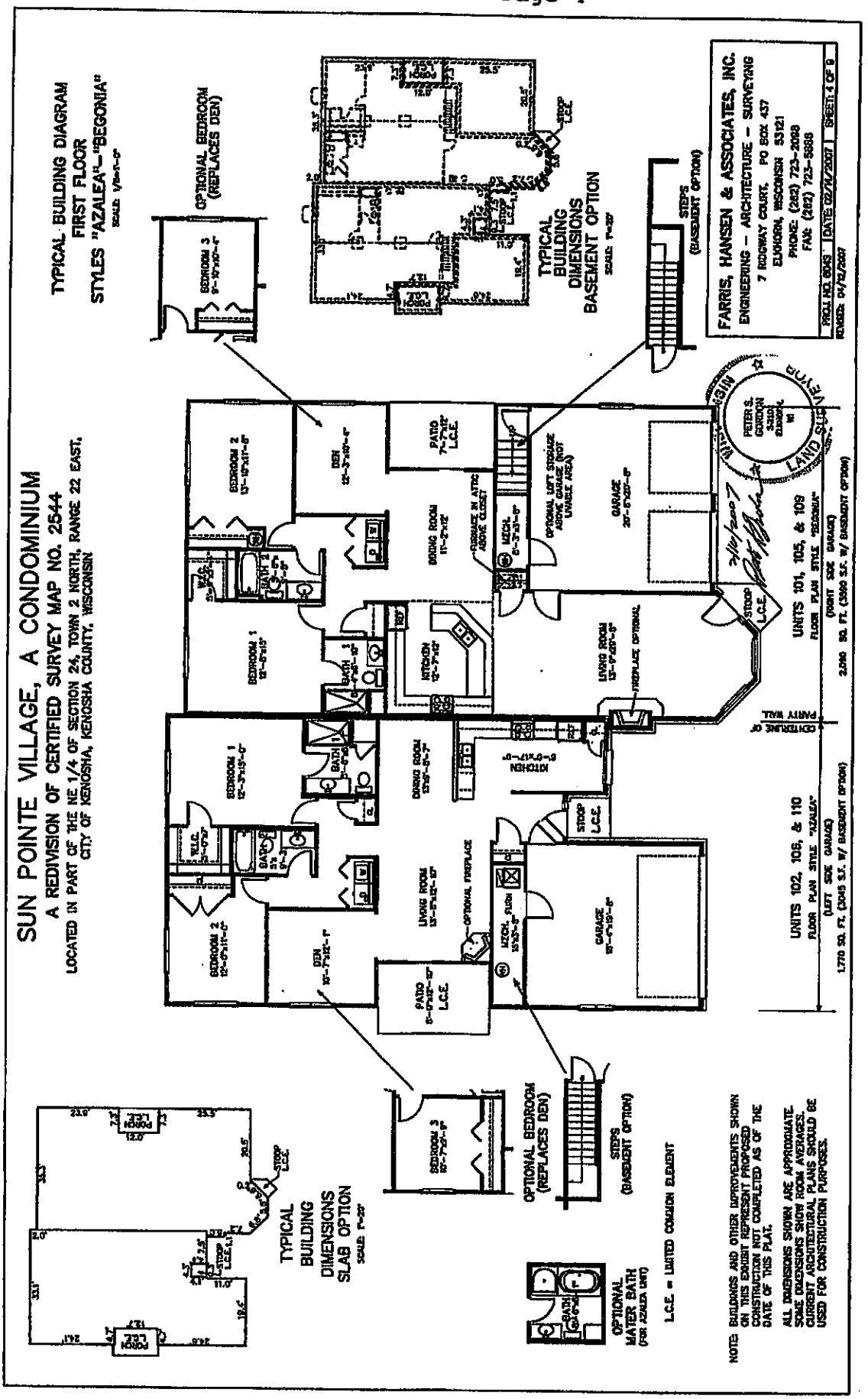
100 80 60 40 20 0 50 100
MAP SCALE IN FEET ORIGINAL 1" = 50'

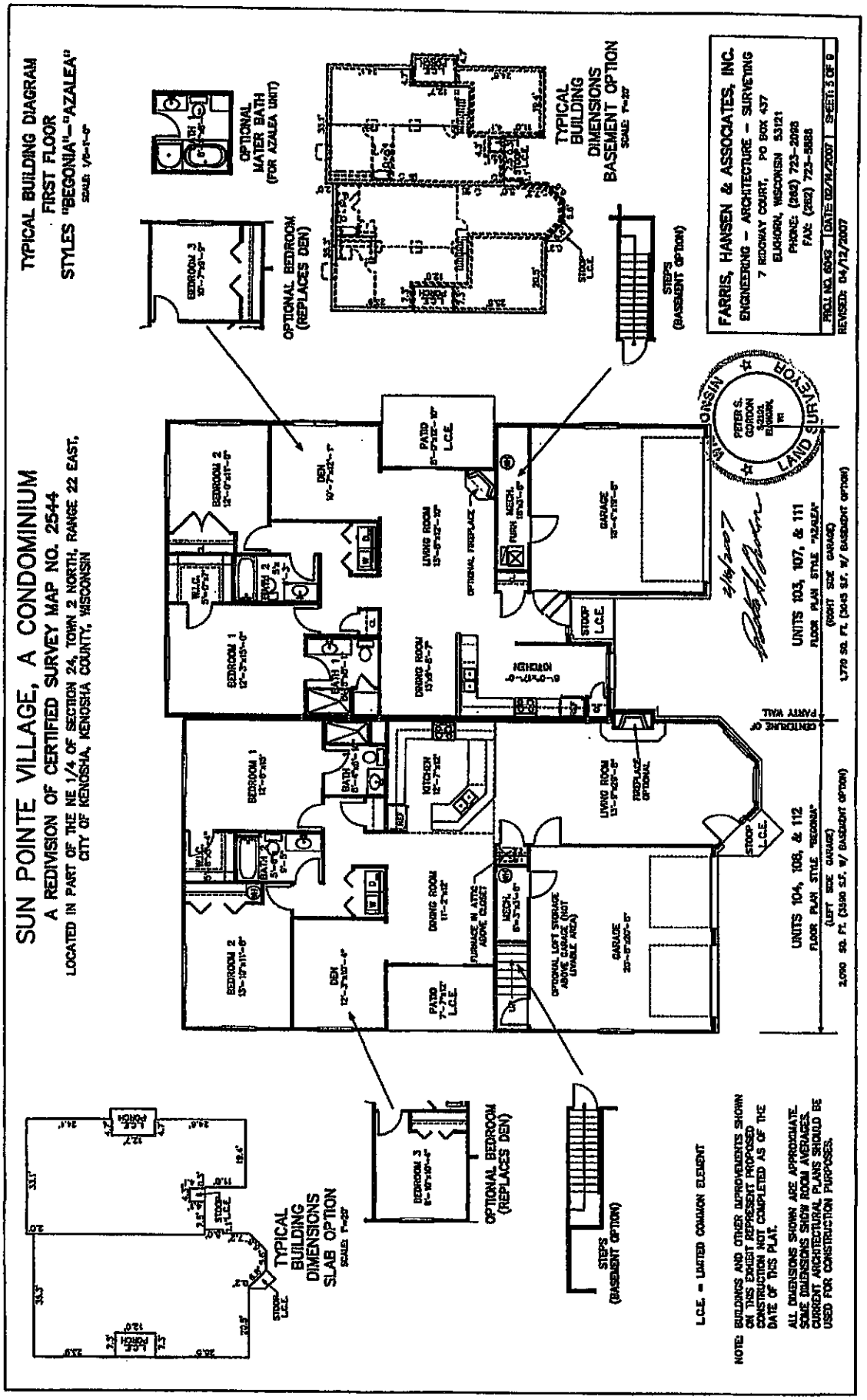
2/16/2007

WISCONSIN PETER S. GORDON S-2101 ELKHORN, WI LAND SURVEYOR

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING -- ARCHITECTURE -- SURVEYING
7 RIDGWAY COURT, PO BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2098
FAX: (262) 723-5888

PROJ. NO. 8043 | DATE 02/14/2007 | SHEET: 3 OF 8


SUN POINTE VILLAGE, A CONDOMINIUM
A REDIVISION OF CERTIFIED SURVEY MAP NO. 2544
LOCATED IN PART OF THE NE 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN
TYPICAL BUILDING DIAGRAM
FIRST FLOOR
STYLES "AZALEA"-"BEGONIA"
OPTIONAL BEDROOM (REPLACES DEN)
TYPICAL BUILDING DIMENSIONS BASEMENT OPTION
STEPS (BASEMENT OPTION)
FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDGWAY COURT, PO BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2098
FAX: (262) 723-5888
PROJ. NO. 6043
DATE: 02/14/2007
SHEET: 4 OF 9
REVISED: 04/12/2007
BEDROOM 3
BEDROOM 2
BEDROOM 1
DEN
PATIO
DINING ROOM
KITCHEN
LIVING ROOM
GARAGE
OPTIONAL LOFT STORAGE ABOVE GARAGE (NOT LIVABLE AREA)
FIREPLACE OPTIONAL
STOOP L.C.E.
UNITS 101, 105, & 109
FLOOR PLAN STYLE "BEGONIA"
(RIGHT SIDE GARAGE)
2,090 SQ. FT. (3590 S.F. W/ BASEMENT OPTION)
UNITS 102, 106, & 110
FLOOR PLAN STYLE "AZALEA"
(LEFT SIDE GARAGE)
1,770 SQ. FT. (3045 S.F. W/ BASEMENT OPTION)
CENTERLINE OF PARTY WALL
PETER S. GORDON
LAND SURVEYOR
TYPICAL BUILDING DIMENSIONS SLAB OPTION
OPTIONAL BEDROOM (REPLACES DEN)
STEPS (BASEMENT OPTION)
OPTIONAL MATER BATH (FOR AZALEA UNIT)
L.C.E. = LIMITED COMMON ELEMENT
NOTE: BUILDINGS AND OTHER IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION NOT COMPLETED AS OF THE DATE OF THIS PLAT.
ALL DIMENSIONS SHOWN ARE APPROXIMATE. SOME DIMENSIONS SHOW ROOM AVERAGES. CURRENT ARCHITECTURAL PLANS SHOULD BE USED FOR CONSTRUCTION PURPOSES.


SUN POINTE VILLAGE, A CONDOMINIUM
A REDIVISION OF CERTIFIED SURVEY MAP NO. 2544
LOCATED IN PART OF THE NE 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN
TYPICAL BUILDING DIAGRAM
FIRST FLOOR
STYLES "BEGONIA"-"AZALEA"
OPTIONAL MATER BATH (FOR AZALEA UNIT)
OPTIONAL BEDROOM (REPLACES DEN)
TYPICAL BUILDING DIMENSIONS BASEMENT OPTION
STEPS (BASEMENT OPTION)
FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDGWAY COURT, PO BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2028
FAX: (262) 723-5888
PROJ NO. 6043 | DATE: 02/14/2007 | SHEET 3 OF 9
REVISED: 04/12/2007
UNITS 103, 107, & 111
FLOOR PLAN STYLE "AZALEA"
(RIGHT SIDE GARAGE)
1,770 sq. Ft. (3043 s.f. w/ BASEMENT OPTION)
UNITS 104, 108, & 112
FLOOR PLAN STYLE "BEGONIA"
(LEFT SIDE GARAGE)
2,090 sq. Ft. (3590 s.f. w/ BASEMENT OPTION)
CENTERLINE OF PARTY WALL
LIVING ROOM
DINING ROOM
KITCHEN
BEDROOM 1
BEDROOM 2
BEDROOM 3
DEN
GARAGE
PATIO
STOOP
L.C.E.
OPTIONAL FIREPLACE
FIREPLACE OPTIONAL
OPTIONAL LOFT STORAGE ABOVE GARAGE (NOT LIVABLE AREA)
FURNACE IN ATTIC ABOVE CLOSET
TYPICAL BUILDING DIMENSIONS SLAB OPTION
OPTIONAL BEDROOM (REPLACES DEN)
STEPS (BASEMENT OPTION)
L.C.E. = LIMITED COMMON ELEMENT
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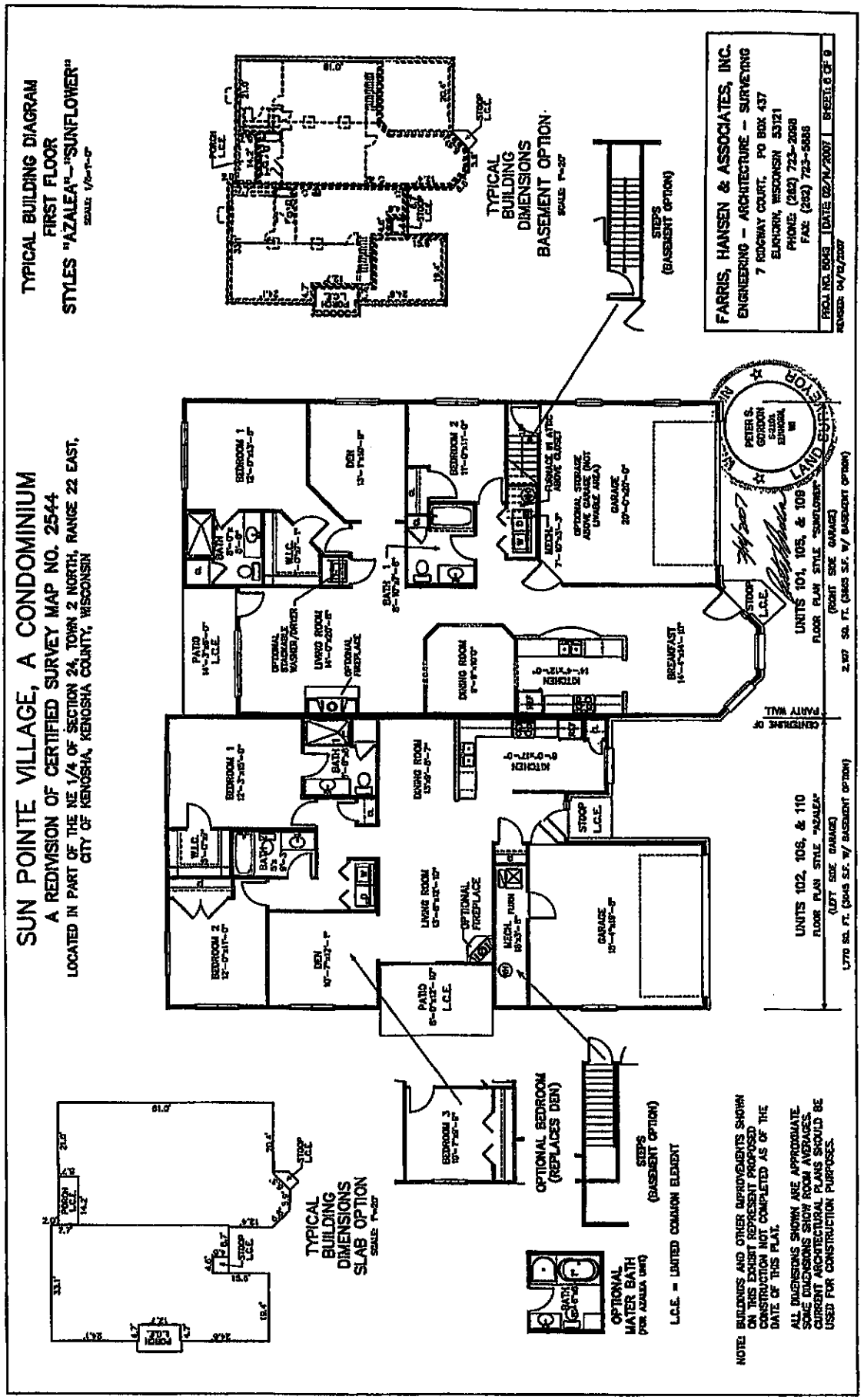
SUN POINTE VILLAGE, A CONDOMINIUM
A REDIVISION OF CERTIFIED SURVEY MAP NO. 2544
LOCATED IN PART OF THE NE 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN
TYPICAL BUILDING DIAGRAM
FIRST FLOOR
STYLES "AZALEA"-"SUNFLOWER"
TYPICAL BUILDING DIMENSIONS BASEMENT OPTION
TYPICAL BUILDING DIMENSIONS SLAB OPTION
OPTIONAL BEDROOM (REPLACES DEN)
OPTIONAL MATER BATH
L.C.E. = LIMITED COMMON ELEMENT
UNITS 101, 105, & 109
FLOOR PLAN STYLE "SUNFLOWER"
UNITS 102, 106, & 110
FLOOR PLAN STYLE "AZALEA"
FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDGWAY COURT, PO BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2098
FAX: (262) 723-5888
NOTE: BUILDINGS AND OTHER IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION NOT COMPLETED AS OF THE DATE OF THIS PLAT.
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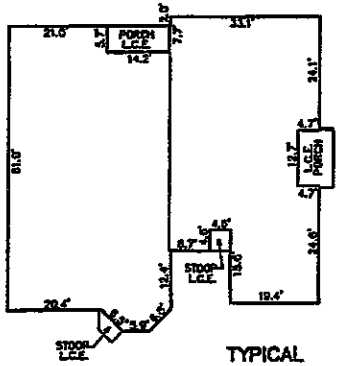
SUN POINTE VILLAGE, A CONDOMINIUM

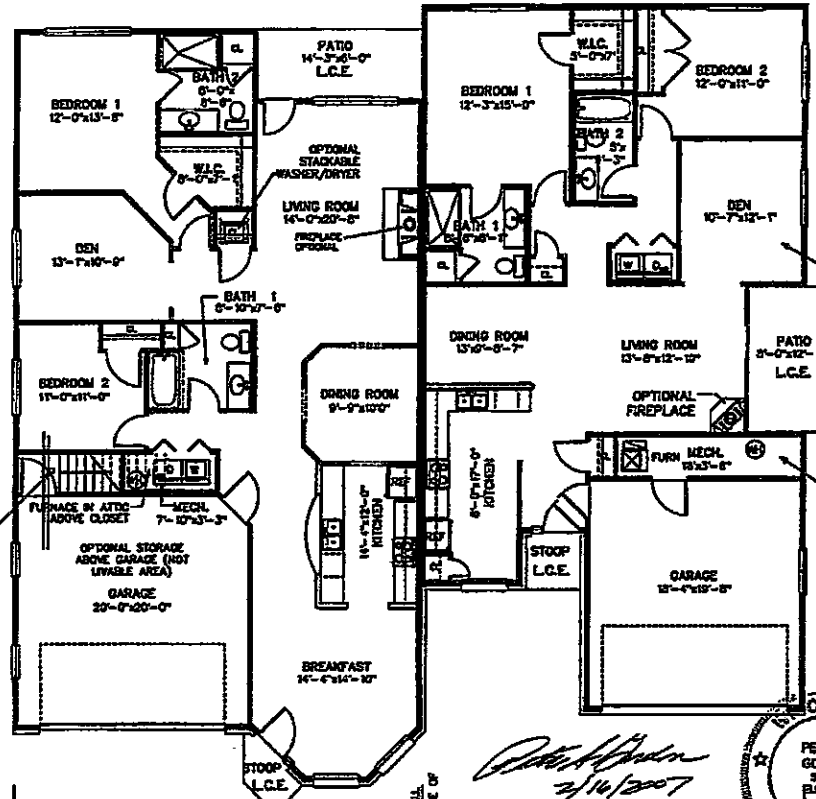
A REDIVISION OF CERTIFIED SURVEY MAP NO. 2544

LOCATED IN PART OF THE NE 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST,
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

TYPICAL BUILDING DIAGRAM
FIRST FLOOR
STYLES "SUNFLOWER"—"AZALEA"
SCALE: 1/8"=1'-0"



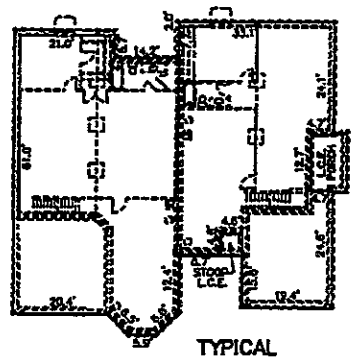
TYPICAL BUILDING DIMENSIONS SLAB OPTION
SCALE: 1"=20'



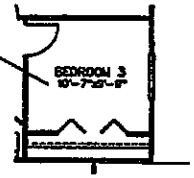


STEPS
(BASEMENT OPTION)

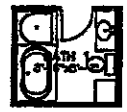
L.C.E. = LIMITED COMMON ELEMENT



TYPICAL BUILDING DIMENSIONS BASEMENT OPTION
SCALE: 1"=20'



OPTIONAL BEDROOM
(REPLACES DEN)



OPTIONAL MATER BATH
(FOR AZALEA ONLY)



STEPS
(BASEMENT OPTION)

NOTE: BUILDINGS AND OTHER IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION NOT COMPLETED AS OF THE DATE OF THIS PLAT.

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UNITS 104, 108, & 112
FLOOR PLAN STYLE "SUNFLOWER"
(RIGHT SIDE GARAGE)
2,107 SQ. FT. (3685 S.F. W/ BASEMENT OPTION)

UNITS 103, 107, & 111
FLOOR PLAN STYLE "AZALEA"
(LEFT SIDE GARAGE)
1,770 SQ. FT. (3045 S.F. W/ BASEMENT OPTION)

2/16/2007

WISCONSIN
PETER S. GORDON
S-2101
ELKHORN, WI
LAND SURVEYOR

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING – ARCHITECTURE – SURVEYING
7 RIDGWAY COURT, PO BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2088
FAX: (262) 723-5888

PROJ. NO. 6043 | DATE: 02/14/2007 | SHEET: 7 OF 9
REVISED: 04/12/2007

EXHIBIT B - Page 7

NOTE: BUILDINGS AND OTHER IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION NOT COMPLETED AS OF THE DATE OF THIS PLAT.

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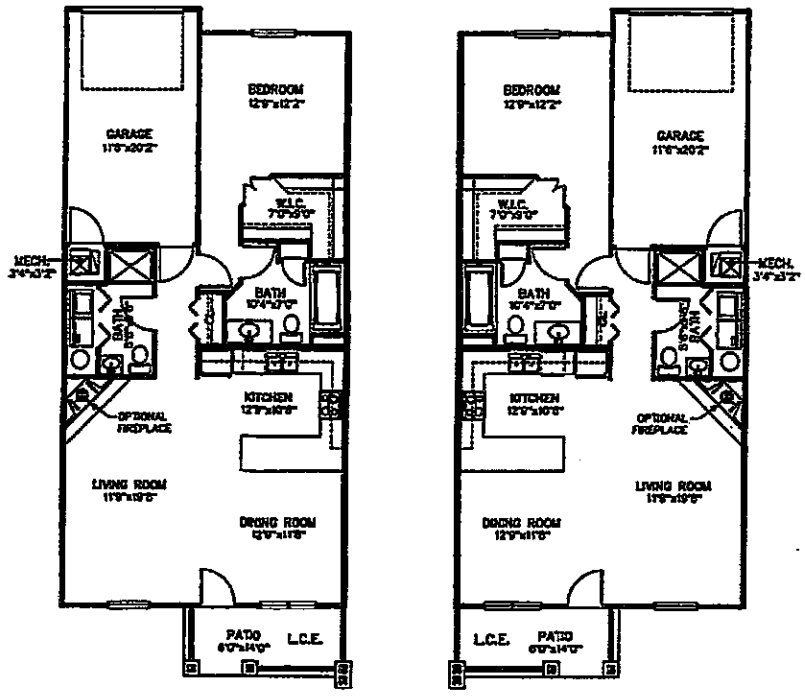
SUN POINTE VILLAGE, A CONDOMINIUM

A REDIVISION OF CERTIFIED SURVEY MAP NO. 2544

LOCATED IN PART OF THE NE 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

TYPICAL BUILDING DIAGRAM FIRST FLOOR

SCALE: 1/8=1'=0"

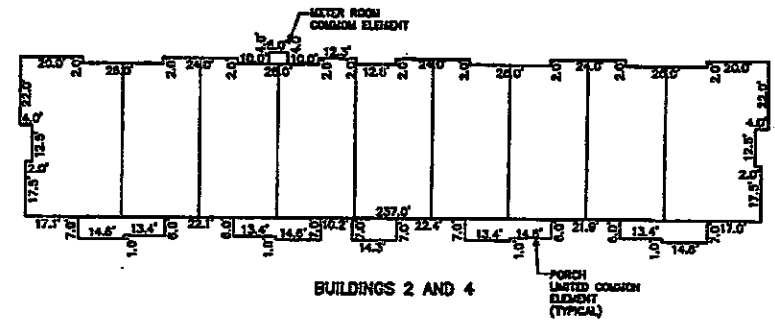


UNITS 2 AND 20
1,273 S.F.

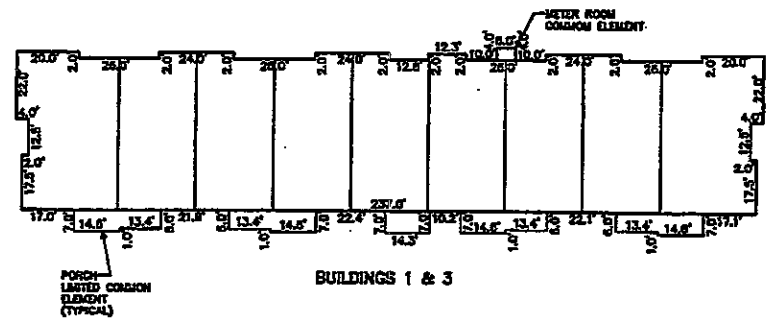
UNITS 17 AND 35
1,273 S.F.

TYPICAL BUILDING DIMENSIONS

SCALE: 1"=20'



BUILDINGS 2 AND 4



BUILDINGS 1 & 3

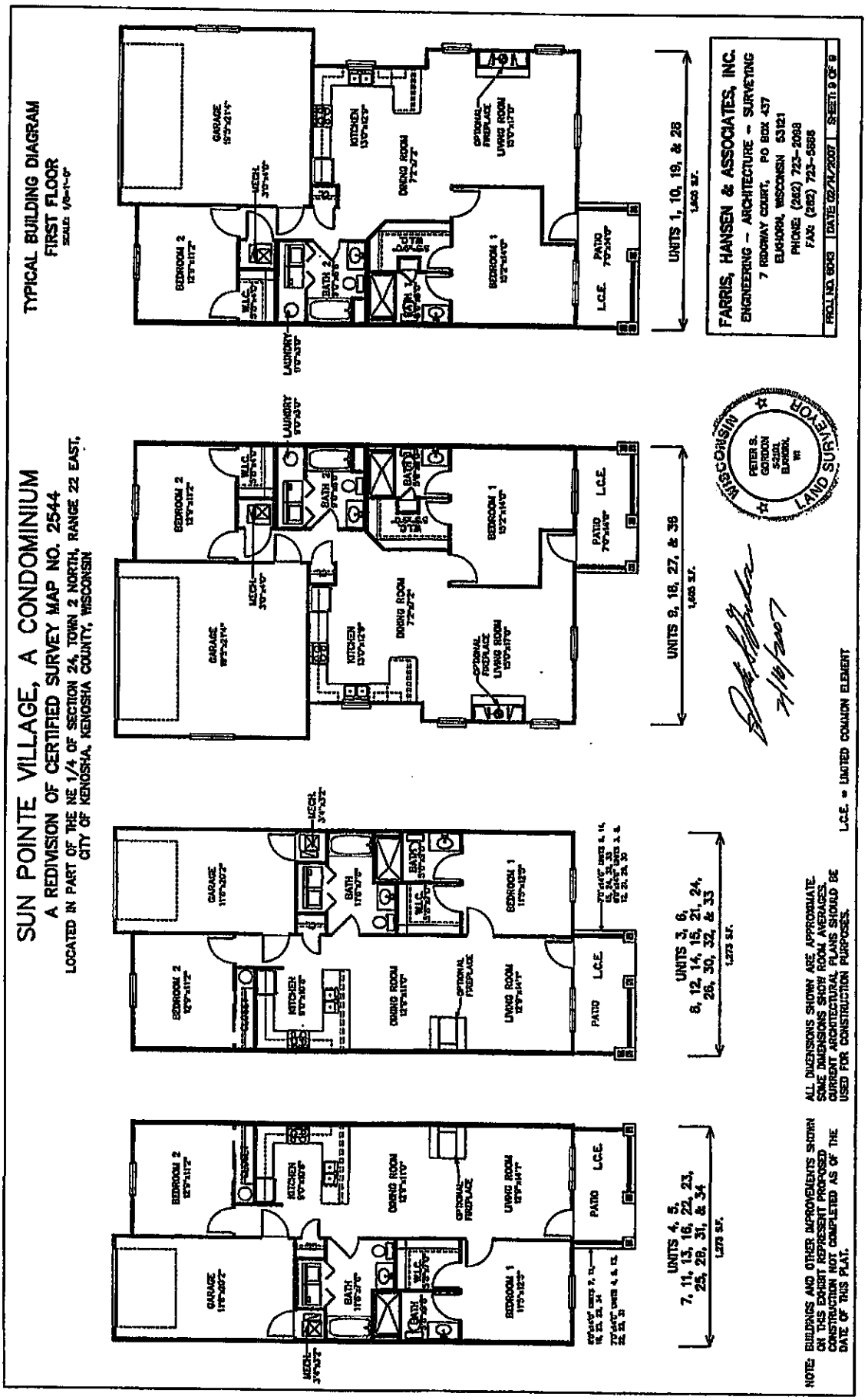
2/16/2007

WISCONSIN PETER S. GORDON S-2101 ELKHORN, WI LAND SURVEYOR

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING – ARCHITECTURE – SURVEYING
7 RIDGWAY COURT, PO BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2098
FAX: (262) 723-5886

PROJ. NO. 6043	DATE: 02/14/2007	SHEET: 8 OF 9

REVISED: 03/31/2007


SUN POINTE VILLAGE, A CONDOMINIUM
A REDIVISION OF CERTIFIED SURVEY MAP NO. 2544
LOCATED IN PART OF THE NE 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN
TYPICAL BUILDING DIAGRAM
FIRST FLOOR
UNITS 1, 10, 19, & 28
1,503 S.F.
UNITS 8, 18, 27, & 38
1,468 S.F.
UNITS 3, 6, 9, 12, 14, 15, 21, 24, 26, 30, 32, & 33
1,273 S.F.
UNITS 4, 5, 7, 11, 13, 16, 22, 23, 25, 29, 31, & 34
1,273 S.F.
FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RIDGWAY COURT, PO BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2068
FAX: (262) 723-5585
ROLL NO. 6063 | DATE 02/14/2007 | SHEET 9 OF 9
WISCONSIN
PETER S. GORDON
S-2101
ELKHORN
WI
LAND SURVEYOR
NOTE: BUILDINGS AND OTHER IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION NOT COMPLETED AS OF THE DATE OF THIS PLAT.
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L.C.E. = LIMITED COMMON ELEMENT

EXHIBIT C

EXPANSION AREA N

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN, BEING A REDIVISION OF CERTIFIED SURVEY MAP NO. 2544, RECORDED AS DOCUMENT NUMBER 1496090, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF SAID CSM 2544 AT THE CORNER OF 30th AVENUE AND 21st STREET; THENCE N 01DEG 42MIN 39SEC W, ALONG THE WEST LINE OF SAID LOT 1, 297.61 FEET; THENCE S 88DEG 50MIN 40SEC E, 415.03 FEET ALONG SAID LOT 1 TO THE POINT OF BEGINNING; THENCE N 01DEG 42MIN 25SEC W, 319.82 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE S 88DEG 49MIN 47SEC E, 506.39 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID CSM 2544; THENCE S 01DEG 51MIN 24SEC E, 181.04 FEET; THENCE S 44DEG 57MIN 41SEC W, 96.51 FEET; THENCE N 88DEG 59MIN 19SEC W, 270.17 FEET; THENCE S 01DEG 00MIN 41SEC W, 69.26 FEET; THENCE N 88DEG 28MIN 01SEC W, 163.14 FEET TO THE POINT OF BEGINNING. CONTAINING 136,002 SQUARE FEET OF LAND (3.12 ACRES) MORE OR LESS.

EXPANSION AREA M

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN, BEING A REDIVISION OF CERTIFIED SURVEY MAP NO. 2544, RECORDED AS DOCUMENT NUMBER 1496090, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF SAID CSM 2544 AT THE CORNER OF 30th AVENUE AND 21st STREET; THENCE S 88DEG 58MIN 29SEC E, 564.11 FEET ALONG THE NORTH LINE OF 21st STREET TO THE POINT OF BEGINNING; THENCE N 01DEG 00MIN 40SEC E, 272.32 FEET; THENCE S 88DEG 59MIN 20SEC E, 288.43 FEET; THENCE S 09DEG 25MIN 00SEC E, 72.21 FEET; THENCE S 43DEG 01MIN 24SEC E, 46.34 FEET; THENCE S 10DEG 18MIN 08SEC W, 94.81 FEET; THENCE S 00DEG 54MIN 16SEC W, 74.50 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF SAID CSM 2544; THENCE N 88DEG 58MIN 29SEC W, 318.55 FEET TO THE POINT OF BEGINNING. CONTAINING 85,750 SQUARE FEET OF LAND (1.97 ACRES) MORE OR LESS.

EXPANSION AREA S

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN, BEING A REDIVISION OF CERTIFIED SURVEY MAP NO. 2544, RECORDED AS DOCUMENT NUMBER 1496090, DESCRIBED AS FOLLOWS:
LOT 3 OF SAID CERTIFIED SURVEY MAP NO. 2544. CONTAINING 180,456 SQUARE FEET OF LAND (4.14 ACRES) MORE OR LESS.

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR SUN POINTE VILLAGE, A CONDOMINIUM

Document Number

Addendum recorded as document #1573549 + Plat # 6737.

DOCUMENT
1573549
RECORDED
At Kenosha County, Kenosha, WI 53140
Louise I. Principe, Register of Deeds
on 12/04/2008 at 9:45AM $33.00
800531076 JENF
REDEED3

Recording Area
Name and Return Address

John E. Hotvedt
Lloyd, Phenicie, Lynch, Kelly & Hotvedt S.C.
P. O. Box 700
Burlington, WI 53105

33

07-222-24-126-203

(Parcel Identification Number)

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
SUN POINTE VILLAGE, A CONDOMINIUM

THIS FIRST AMENDMENT (this Amendment is executed as of this 3rd day of December, 2008 by SUN POINTE VILLAGE VENTURES, LLC, a Wisconsin Limited Liability Company (hereinafter the "Declarant").

RECITALS

A. Declarant has executed a Declaration of Condominium for Sun Pointe Village, a Condominium recorded on June 19, 2007 with the Kenosha County Register of Deeds office as Document No. 1524562 (hereinafter the "Declaration")

B. That the Declaration initially created 48 units within the condominium as described on the Exhibit "A" attached hereto.

C. Declarant desires to expand the Condominium pursuant to the provisions of Article 6 of the Declaration and the terms of this Second Amendment.

NOW, THEREFORE, Declarant does hereby declare as follows:

1. Expansion. Pursuant to Article 6, Right to Expand, of the Declaration, the condominium is hereby expanded by adding thereto all of that certain real property located within the City of Kenosha, Kenosha County, Wisconsin described on the attached Exhibit "B".

2. New Units are Created. Four new units of the condominium are hereby created. Those new units are identified on Exhibit "C" attached and made a part hereof. Such new units shall be positioned as shown on Sun Pointe Village, a Condominium Addendum No. 1, a true and correct copy of which is attached hereto as Exhibit "D" and made a part hereof, and, from and after the date of recording of this First Amendment, shall be considered "Units" for all purposes set forth in this Declaration. Furthermore, the buildings housing such units and shown on Exhibit "D" shall be, from and after the date of the recording of this First Amendment, "Buildings" for all purposes under the Declaration. The Addendum No. 1 to the Condominium Plat attached hereto describes the design, location and number of buildings and units constructed to be constructed on the expansion lands and added to the condominium pursuant to this First Amendment.

3. Addendum No. 1 to Condominium Plat. Contemporaneously herewith, Declarant is recording the Sun Pointe Village, a Condominium Addendum No. 1. Furthermore, a copy of said Addendum No. 1 is attached hereto as Exhibit "D".

4. New Percentage Interest. Upon the recording of this First Amendment and Addendum No. 1 to the Condominium Plat, the percentage interest in the common elements appurtenant to each Unit and calculated under Section 5.01 shall be recalculated pursuant to Article 5 and Sections 6.04 and 6.05 of the Declaration.

5. Votes. The vote of each unit owner at meetings of the Sun Pointe Village Condominium Association, Inc., (hereafter the "Association") shall be equal to the percentage interest pertaining to each unit.

6. Incorporation, Dedications, Easements and Restrictive Covenants. All of the dedications, easements and restrictive covenants set forth on Sun Pointe Village, a Condominium Addendum No. 1 as attached hereto as Exhibit "D" are hereby incorporated herein by reference.

7. Revised Definition of Expansion Area "S". Expansion area "S" as set forth in the original Declaration is hereby amended and restated as more particularly described on the attached Exhibit "E".

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date first written above.

SUN POINTE VILLAGE VENTURES, LLC

By: _____
Anthony J. Debartolo, Member

By: _____
Lisa Debartolo, Member

Subscribed and sworn to before me
this 3rd day of December, 2008.

_____
*(Carla J. Bisher)
Notary Public, State of Wisconsin
My Commission expires 8/21/2012.

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgages executed by Sun Pointe Village Ventures, LLC to the undersigned recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin on July 27, 2006 as Document No. 1488869 does hereby consent to all of the terms and conditions of the foregoing First Amendment to Declaration and agrees that is interest in the property shall be subject in all respect to the terms thereof.

Dated this 3rd day of December, 2008.

Drafted by:
John E. Hotvedt

MILLS ENTERPRISES, LLC

By: _____
Stephen C. Mills, Authorized Member

Subscribed and sworn to before me
this 3rd day of December, 2008.

_____
(Carla S. Bisher)
Notary Public, State of Wisconsin
My Commission expires 8/26/2012.

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgages executed by Sun Pointe Village Ventures, LLC to the undersigned recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin on July 27, 2006 as Document No. 1488871 and on August 17, 2006 as Document No. 1491273, does hereby consent to all of the terms and conditions of the foregoing First Amendment to Declaration and agrees that is interest in the property shall be subject in all respect to the terms thereof.

Dated this 3rd day of December, 2008.

BERWICK PROPERTIES, INC.

By: _____
Stephen C. Mills, President

Subscribed and sworn to before me
this 3rd day of December, 2008.

_____
(Carla S. Bisher)
Notary Public, State of Wisconsin
My Commission expires: 8/26/2012

00135095.WPD

EXHIBIT "A"

SUN POINTE VILLAGE, A CONDOMINIUM
INITIAL CONDOMINIUM UNITS

- Units 1 through 36, inclusive, as numbered on the Condominium Plat
- Units 101 through 112, inclusive, as numbered on the Condominium Plat

EXHIBIT "B"

LEGAL DESCRIPTION OF EXPANSION

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN, BEING A PART OF LOT 3 OF CERTIFIED SURVEY MAP NO. 2544, RECORDED AS DOCUMENT NO. 1496090, AND ALSO A PART OF THE EXPANSION AREA "S" OF SUN POINTE VILLAGE, A CONDOMINIUM, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON REBAR STAKE FOUND MARKING THE NORTHEAST CORNER OF LOT 3 OF SAID CERTIFIED SURVEY MAP NO. 2544 AT THE SOUTHERLY RIGHT OF WAY LINE OF 21ST STREET; THENCE S 01DEG 42MIN 39SEC E, 220.26 FEET TO AN IRON REBAR STAKE FOUND MARKING THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ALONG THE SOUTH LINE OF SAID LOT 3, N 88DEG 57MIN 45SEC W, 214.52 FEET; THENCE N 01DEG 01MIN 31SEC E, 219.96 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF 21ST STREET; THENCE ALONG SAID RIGHT OF WAY LINE, S 88DEG 58MIN 29SEC E, 204.00 FEET TO THE POINT OF BEGINNING. CONTAINING 46,033 SQUARE FEET OF LAND (1.06 ACRES) MORE OR LESS.

EXHIBIT "C"

SUN POINT VILLAGE, A CONDOMINIUM
NEWLY DECLARED CONDOMINIUM UNITS

Unit 133, Sun Pointe Village, A Condominium

Unit 134, Sun Pointe Village, A Condominium

Unit 135, Sun Pointe Village, A Condominium

Unit 136, Sun Pointe Village, A Condominium

EXHIBIT "D"

SUN POINTE VILLAGE, A CONDOMINIUM ADDENDUM NO. 1

SUN POINTE VILLAGE, A CONDOMINIUM ADDENDUM NO. 1

BEING A PART OF LOT 3 OF CERTIFIED SURVEY MAP NO. 2544 AND ALSO A PART OF EXPANSION AREA "S" OF SUN POINTE VILLAGE, A CONDOMINIUM

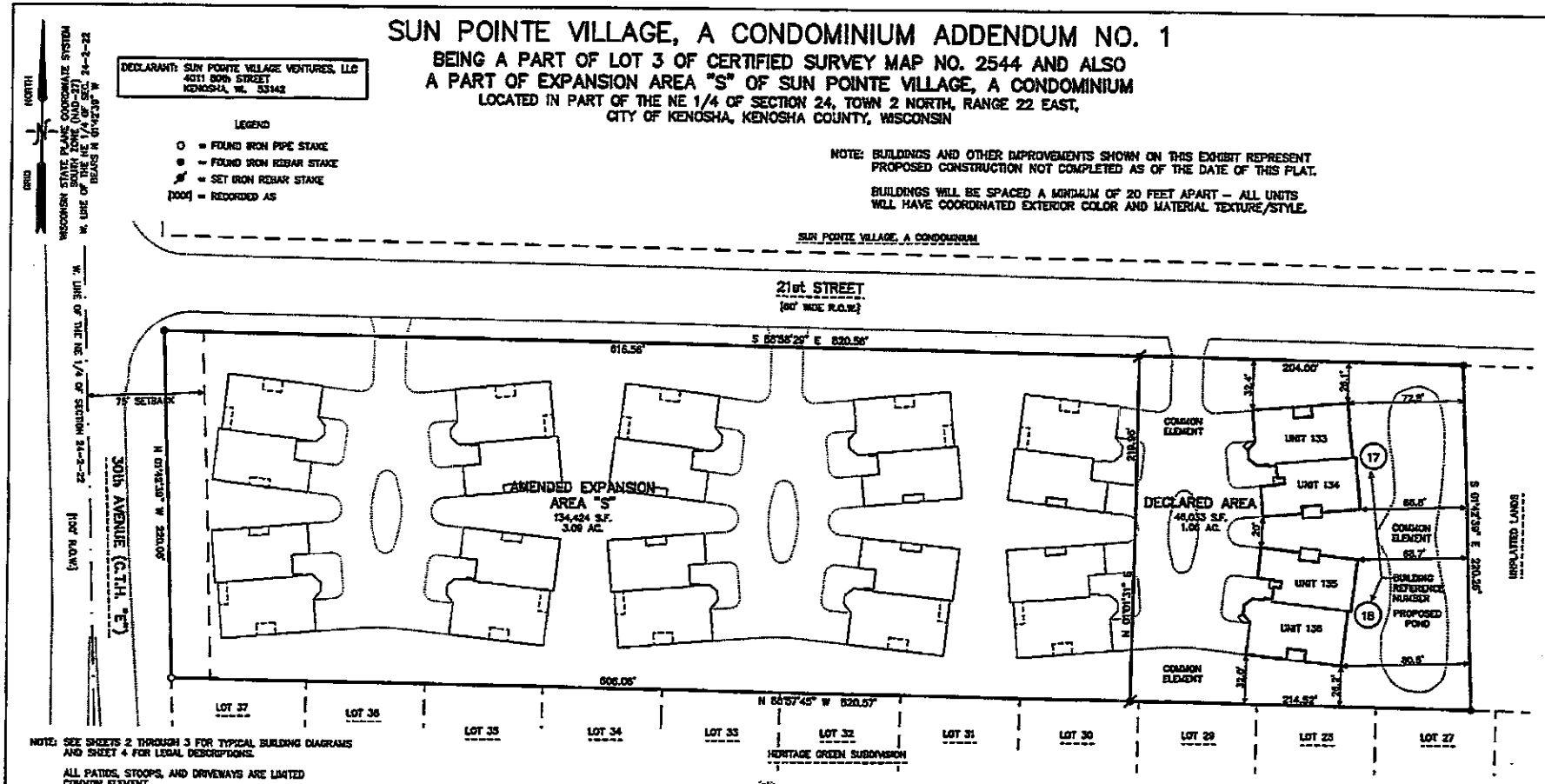
LOCATED IN PART OF THE NE 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

DECLARANT: SUN POINTE VILLAGE VENTURES, LLC
4011 80th STREET
KENOSHA, WI. 53142

LEGEND
- O = FOUND IRON PIPE STAKE
- ● = FOUND IRON REBAR STAKE
- ⌀ = SET IRON REBAR STAKE
- [000] = RECORDED AS

NOTE: BUILDINGS AND OTHER IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION NOT COMPLETED AS OF THE DATE OF THIS PLAT.

BUILDINGS WILL BE SPACED A MINIMUM OF 20 FEET APART – ALL UNITS WILL HAVE COORDINATED EXTERIOR COLOR AND MATERIAL TEXTURE/STYLE.



NOTE: SEE SHEETS 2 THROUGH 3 FOR TYPICAL BUILDING DIAGRAMS AND SHEET 4 FOR LEGAL DESCRIPTIONS.

ALL PATIOS, STOOPS, AND DRIVEWAYS ARE LIMITED COMMON ELEMENT.

AREAS 10' IN FRONT OF AND 10' TO THE REAR OF EACH UNIT IS LIMITED COMMON ELEMENT. AREAS 5' TO THE OUTSIDE (NOT ALONG PARTY WALLS) OF EACH UNIT IS LIMITED COMMON ELEMENT. SAID LIMITED COMMON ELEMENTS ARE FOR LANDSCAPING AND PLANTINGS.

ALL OTHER AREAS, EXCEPT THE UNITS, ARE COMMON ELEMENT.

THE FOREGOING IS A SUMMARY OF THE LIMITED COMMON ELEMENTS AND IN THE EVENT OF A CONFLICT, THE CONDOMINIUM DECLARATION SHALL PREVAIL.

NOTE: ALL UTILITIES, STORM SEWER, SANITARY SEWER, GAS, WATER MAIN, ELECTRIC, TELEPHONE, CABLE, ETC. SHALL BE ALLOWED TO BE INSTALLED AND MAINTAINED WITHIN THE COMMON ELEMENTS SHOWN ON THE RECORDED CONDOMINIUM PLAT.

100 90 80 70 60 50 40 30 20 10 0 50 100
MAP SCALE IN FEET ORIGINAL 1" = 50'

WISCONSIN
PETER S. GORDON S-2101 ELKHORN, WI
LAND SURVEYOR

"I, PETER S. GORDON, A WISCONSIN REGISTERED LAND SURVEYOR, S-2101, DO HEREBY CERTIFY THAT THIS 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 THIS PLAT."

PETER S. GORDON R.L.S. 2101

9-25-2006
DATED

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING – ARCHITECTURE – SURVEYING
7 RIDGWAY COURT, PO BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2098
FAX: (262) 723-5888

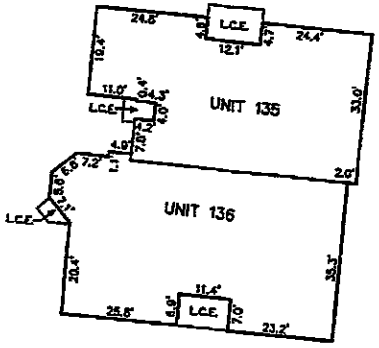
PROJ. NO. 6048 | DATE 9/25/2006 | SHEET: 1 OF 4

Exhibit D

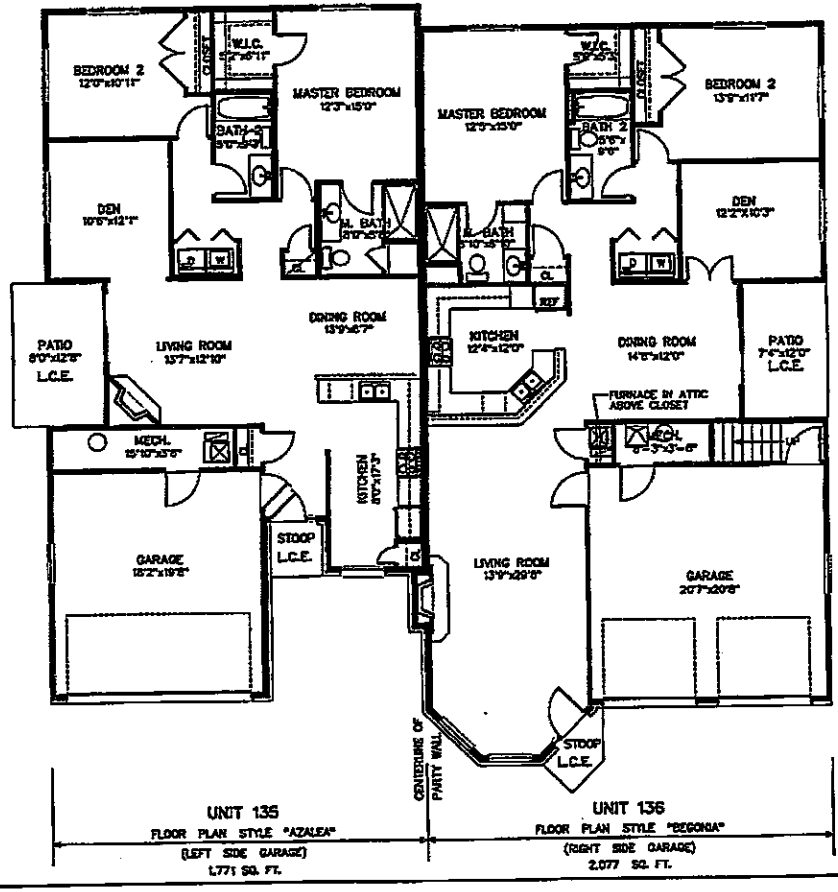
SUN POINTE VILLAGE, A CONDOMINIUM ADDENDUM NO. 1

BEING A PART OF LOT 3 OF CERTIFIED SURVEY MAP NO. 2544 AND ALSO
A PART OF EXPANSION AREA "S" OF SUN POINTE VILLAGE, A CONDOMINIUM
LOCATED IN PART OF THE NE 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST,
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

TYPICAL BUILDING DIAGRAM
FIRST FLOOR
BUILDING #18
SCALE: 1/8"=1'-0"



TYPICAL
BUILDING
DIMENSIONS
(SLAB ON GRADE)
SCALE: 1"=20'



UNIT 135
FLOOR PLAN STYLE "AZALEA"
(LEFT SIDE GARAGE)
1,771 SQ. FT.

UNIT 136
FLOOR PLAN STYLE "BEGONIA"
(RIGHT SIDE GARAGE)
2,077 SQ. FT.

L.C.E. = LIMITED COMMON ELEMENT

NOTE: BUILDINGS AND OTHER IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION NOT COMPLETED AS OF THE DATE OF THIS PLAT.

ALL DIMENSIONS SHOWN ARE APPROXIMATE. SOME DIMENSIONS SHOW ROOM AVERAGES.

WISCONSIN
PETER S. GORDON
S-2101
ELKHORN, WI
LAND SURVEYOR

11/25/2008

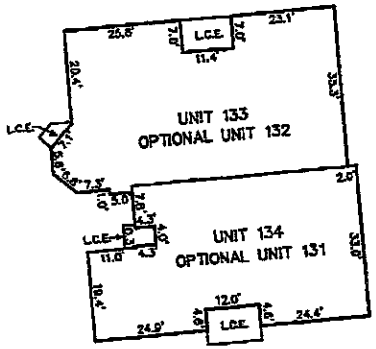
FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING – ARCHITECTURE – SURVEYING
7 RIDGWAY COURT, PO BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2098
FAX: (262) 723-5886

PROJ. NO. 6043 | DATE: 11/10/2008 | SHEET: 2 OF 4

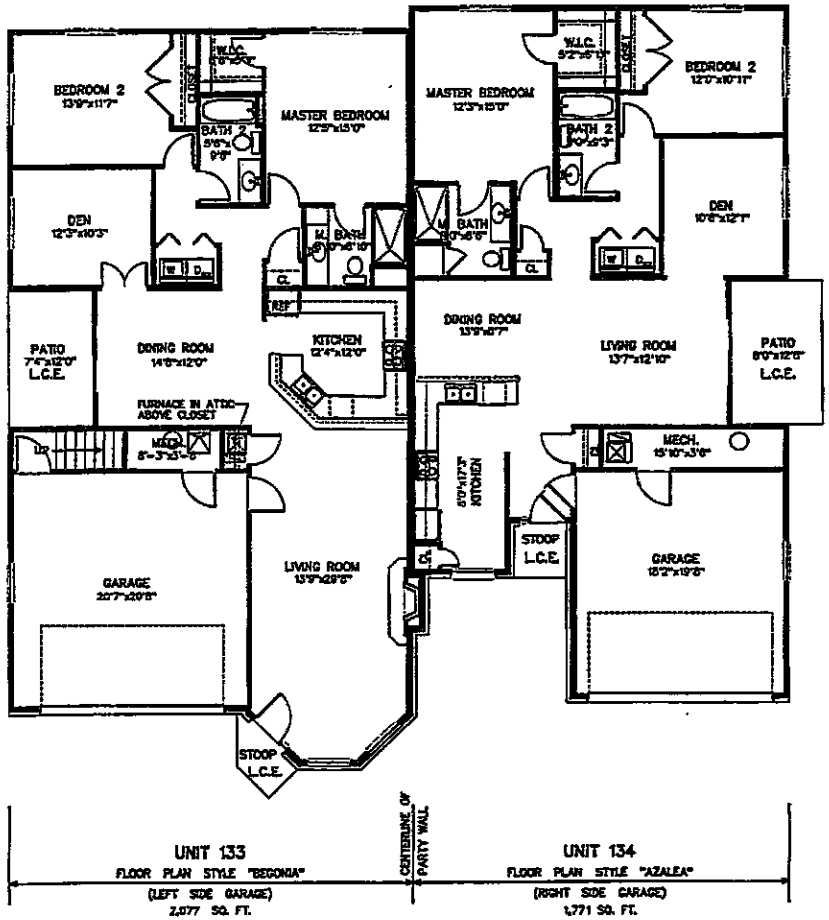
SUN POINTE VILLAGE, A CONDOMINIUM ADDENDUM NO. 1

BEING A PART OF LOT 3 OF CERTIFIED SURVEY MAP NO. 2544 AND ALSO
A PART OF EXPANSION AREA "S" OF SUN POINTE VILLAGE, A CONDOMINIUM
LOCATED IN PART OF THE NE 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST,
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

TYPICAL BUILDING DIAGRAM
FIRST FLOOR
BUILDING #17
SCALE: 1/8"=1'-0"



TYPICAL
BUILDING
DIMENSIONS
(SLAB ON GRADE)
SCALE: 1"=20'



L.C.E. = LIMITED COMMON ELEMENT

NOTE: BUILDINGS AND OTHER IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION NOT COMPLETED AS OF THE DATE OF THIS PLAT.

ALL DIMENSIONS SHOWN ARE APPROXIMATE. SOME DIMENSIONS SHOW ROOM AVERAGES.

WISCONSIN
PETER S. GORDON
S-2101
ELKHORN, WI
LAND SURVEYOR

11/25/2008

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING – ARCHITECTURE – SURVEYING
7 RIDGWAY COURT, PO BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2098
FAX: (262) 723-5888

PROJ. NO. 6043	DATE: 11/10/2008	SHEET: 3 OF 4

SUN POINTE VILLAGE, A CONDOMINIUM ADDENDUM NO. 1

BEING A PART OF LOT 3 OF CERTIFIED SURVEY MAP NO. 2544 AND ALSO A PART OF EXPANSION AREA "S" OF SUN POINTE VILLAGE, A CONDOMINIUM

LOCATED IN PART OF THE NE 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST,
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

LEGAL DESCRIPTION
DECLARED AREA

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN, BEING A PART OF LOT 3 OF CERTIFIED SURVEY MAP NO. 2544, RECORDED AS DOCUMENT NO. 1498080, AND ALSO A PART OF THE EXPANSION AREA "S" OF SUN POINTE VILLAGE, A CONDOMINIUM, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT AN IRON REBAR STAKE FOUND MARKING THE NORTHEAST CORNER OF LOT 3 OF SAID CERTIFIED SURVEY MAP NO. 2544 AT THE SOUTHERLY RIGHT OF WAY LINE OF 21st STREET; THENCE S 01DEG 42MIN 39SEC E. 220.28 FEET TO AN IRON REBAR STAKE FOUND MARKING THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ALONG THE SOUTH LINE OF SAID LOT 3, N 88DEG 57MIN 45SEC W, 214.52 FEET; THENCE N 01DEG 01MIN 31SEC E, 219.69 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF 21st STREET; THENCE ALONG SAID RIGHT OF WAY LINE, S 89DEG 58MIN 29SEC E, 234.00 FEET TO THE POINT OF BEGINNING. CONTAINING 48,033 SQUARE FEET OF LAND (1.06 ACRES) MORE OR LESS.

LEGAL DESCRIPTION
AMENDED EXPANSION AREA "S"

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN, BEING A PART OF LOT 3 OF CERTIFIED SURVEY MAP NO. 2544, RECORDED AS DOCUMENT NO. 1498080, AND ALSO A PART OF THE EXPANSION AREA "S" OF SUN POINTE VILLAGE, A CONDOMINIUM, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT AN IRON REBAR STAKE FOUND MARKING THE NORTHWEST CORNER OF LOT 3 OF SAID CERTIFIED SURVEY MAP NO. 2544 AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF 30th AVENUE AND THE SOUTHERLY RIGHT OF WAY LINE OF 21st STREET; THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF 21st STREET, S 89DEG 58MIN 29SEC E, 616.58 FEET; THENCE S 01DEG 01MIN 31SEC W, 219.06 FEET TO THE SOUTH LINE OF SAID LOT 3; THENCE ALONG THE SOUTH LINE OF SAID LOT 3, N 88DEG 57MIN 45SEC W, 606.06 FEET TO AN IRON PIPE STAKE FOUND MARKING THE SOUTHWEST CORNER OF SAID LOT 3 AT THE EASTERLY RIGHT OF WAY LINE OF 30th AVENUE; THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF 30th AVENUE, N 01DEG 42MIN 39SEC W, 220.08 FEET TO THE POINT OF BEGINNING. CONTAINING 134,424 SQUARE FEET OF LAND (3.09 ACRES) MORE OR LESS.

WISCONSIN
PETER S. GORDON
S-2101
ELKHORN, WI
LAND SURVEYOR

11/25/2008

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING – ARCHITECTURE – SURVEYING
7 RIDGWAY COURT, PO BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2098
FAX: (262) 723-5686

Document Number

AMENDMENT TO DECLARATION OF CONDOMINIUM FOR SUN POINTE VILLAGE, A CONDOMINIUM - ASSIGNMENT OF DECLARANT'S RIGHTS

See attached Exhibit A for legal description.

19-

DOCUMENT

1574720

RECORDED
At Kenosha County, Kenosha, WI 53140
Louise I. Principe, Register of Deeds
on 12/26/2008 at 10:08AM $19.00
80053758
REGDEED3 JENF

Recording Area

Name and Return Address

Attorney John E. Hotvedt
Lloyd, Phenicie, Lynch, Kelly & Hotvedt S.C.
P. O. Box 700
Burlington, WI 53105

See attached

(Parcel Identification Number)

EXHIBIT A

Units 1, 2, 3, 4, 5, 6, 7, 8, 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, 101, 103, 104, 133, 134 & 135, Expansion Area "M", Expansion Area "N", and Amended Expansion Area S, in Sun Pointe Village Condominium, being a re-division of Certified Survey Map No. 2544, in the Northeast ¼ of Section 24, Township 2 North, Range 22 East of the Fourth Principal Meridian, being a Condominium created under the Condominium Ownership Act of the State of Wisconsin by a Declaration of Condominium for Sun Pointe Village Condominium, dated June 11, 2007 and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on June 19, 2007, as Document No. 1524562 and amended by First Amendment to Declaration recorded December 4, 2008 as document number 1573548; and any further amendments thereto, and by a Condominium Plat thereof; TOGETHER with the undivided percentage interest in all common elements as specified for such unit in the aforementioned Declaration of Condominium, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin.

Also the South 5 feet of Lot 2 of Certified Survey Map No. 1793, recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, on December 28, 1984 as document number 981262, now being part of 21st Street Right of Way, being part of the Northeast 1/4 of Section 4, Town 2 North, Range 22 East of the Fourth Principal Meridian, lying and being in the Town of Somers, County of Kenosha and State of Wisconsin.

07-222-24-126-101
07-222-24-126-103
07-222-24-126-104
07-222-24-126-201
07-222-24-126-202
07-222-24-126-20~~1~~
80-4-222-241-0302
07-222-24-126-019
07-222-24-126-020
07-222-24-126-021
07-222-24-126-022
07-222-24-126-023
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07-222-24-126-025
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07-222-24-126-007
07-222-24-126-008
~~07-222-24-126-203~~
07-222-24-126-133
07-222-24-126-134
07-222-24-126-135

AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
SUN POINTE VILLAGE, A CONDOMINIUM

ASSIGNMENT OF DECLARANT'S RIGHTS

This Amendment is executed this 17th day of December, 2008, by SUN POINTE VILLAGE VENTURES, LLC, a Wisconsin limited liability company (hereinafter "Assignor") and MILLS ENTERPRISES, LLC, a Wisconsin limited liability company (hereinafter "Assignee") .

RECITALS

WHEREAS, Assignor, as Declarant, executed a Declaration of Condominium for Sun Pointe Village, a Condominium, recorded on June 19, 2007, with the Kenosha County Register of Deeds office as Document No. 1524562 (hereinafter the "Declaration"); and

WHEREAS, the Declaration provides at Section 15.08 that the rights, powers and obligations of the Declarant, as that term is defined by the Declaration and by the Wisconsin Condominium Act, may be assigned by a written, recorded amendment to any party who assumes such rights, powers and obligations upon an amendment duly written and recorded, executed by the Assignor and Assignee named in any such amendment; and

WHEREAS, contemporaneous with the recording of this Amendment, Assignor has conveyed to Assignee by deed all of the units located in Sun Pointe Village, a Condominium owned by the Assignor; and

WHEREAS, Assignor desires to assign and Assignee desires to accept the rights, powers and obligations of the "Declarant" as set forth in the Declaration for Sun Pointe Village, a Condominium;

NOW THEREFORE, Assignor and Assignee do hereby declare as follows:

1. Assignment of Declarant's Rights. Assignor, pursuant to Section 15.08 of the Declaration, hereby assigns to Assignee all of the rights, powers and obligations of the party named as "Declarant" as defined by the Declaration and the Wisconsin Condominium Act. Further, upon the recording of this Amendment and the deed referenced in the foregoing recitals, the Assignee shall become the "Declarant" under the Declaration and shall succeed to all such rights, powers and obligations.

2. Ratification. Except as otherwise expressly set forth herein, all of the terms, covenants and conditions contained in the Declaration of Condominium for Sun Point Village, a Condominium and any duly recorded amendment thereof are hereby ratified and confirmed.

SUN POINTE VILLAGE VENTURES, LLC-Assignor

By: _____
Anthony J. DeBartolo, Member

By: _____
Lisa DeBartolo, Member

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this 17th day of December, 2008, the above named Anthony J. DeBartolo and Lisa DeBartolo, authorized members of Sun Pointe Village Ventures, LLC, who acknowledged the foregoing document for the purposes recited therein on behalf of said Sun Pointe Village Ventures, LLC.

Name: John Hotvedt
Notary Public, State of Wisconsin
My Commission is permanent

MILLS ENTERPRISES, LLC-Assignee

By: _____
Stephen C. Mills, Authorized Member

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this 17th day of December, 2008, the above named Stephen C. Mills, authorized member of Mills Enterprises, LLC, who acknowledged the foregoing document for the purposes recited therein on behalf of said Mills Enterprises, LLC.

Name: John Hotvedt
Notary Public, State of Wisconsin
My Commission is permanent

CONSENT OF MORTGAGEE

The undersigned, being the holder of mortgages executed by Sun Pointe Village Ventures, LLC to the undersigned, recorded in the office of the Register of Deeds of Kenosha County Wisconsin on July 27, 2006 as Document No. 1488871, and on August 17, 2006 as Document No. 1491273, does hereby consent to all of the terms and conditions of the foregoing Amendment and agrees that its interest in the property shall be subject in all respects to the terms thereof.

BERWICK PROPERTIES, INC.

By: _____
Stephen C. Mills, President

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this 17th day of December, 2008, the above named Stephen C. Mills, President of Berwick Properties, Inc., who acknowledged the foregoing document for the purposes recited therein on behalf of said Berwick Properties, Inc..

_____
Name: John Hotvedt
Notary Public, State of Wisconsin
My Commission is permanent

This instrument drafted by
John E. Hotvedt
Lloyd, Phenicie, Lynch, Kelly & Hotvedt, S.C.
Attorneys at Law

00136084.WPD

Document Number

Third Amendment to Declaration of Condominium Affecting Addendum No. 2 and Addendum No. 3 of Sun Pointe Village, a condominium

Recorded 1-19-2010
Addendum No. 2 Doc#1609132
Addendum NO. 3 Doc#1609133
Plat # 6737

DOCUMENT
1609131
RECORDED
At Kenosha County, Kenosha, WI 53140
Louise I. Principe, Register of Deeds
on 1/19/2010 at 9:51AM
1000001812 $41.00
JEF
REDEED3

Recording Area
Name and Return Address

John E. Hotvedt
Lloyd, Phenicie, Lynch, Kelly, Hotvedt & Terry, S.C.
P. O. Box 700
Burlington, WI 53105

41-

07-222-24-128-003

(Parcel Identification Number)

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM AFFECTING ADDENDUM NO. 2 AND ADDENDUM NO. 3 OF SUN POINTE VILLAGE, A CONDOMINIUM

THIS AMENDMENT executed on the date as indicated below, by MILLS ENTERPRISES, LLC, a Wisconsin Limited Liability Company (hereinafter the "Declarant").

RECITALS

A. WHEREAS, Declarant's predecessor Sun Pointe Village Ventures, LLC executed a Declaration of Condominium for Sun Pointe Village, a Condominium recorded on June 19, 2007 with the Kenosha County Register of Deeds office as Document No. 1524562 (hereinafter the "Declaration"). That the Declaration initially created 48 units within the condominium and thereafter, pursuant to the First Amendment to Declaration of Condominium for Sun Pointe Village, a Condominium recorded on December 4, 2008 with the Kenosha County Register of Deeds office as Document No. 1573548 created an additional 4 units within the condominium all as described on the Exhibit "A" attached hereto.

B. WHEREAS, pursuant to a deed in lieu of foreclosure and an Amendment to the Declaration thereby assigning the Declarant's rights recorded with the office of the Register of Deeds for Kenosha County on December 26, 2008 as Document No. 1574720 in accordance with Section 15.08 of the Declaration, Sun Pointe Village Ventures, LLC assigned its Declarant's rights to the Declarant noted above.

C. WHEREAS, pursuant to Article 8 of the Declaration, the Declaration may be amended with the written consent of not less than two-thirds of the unit owners who hold at least two-thirds of the total voting interest held by all such unit owners with such percentage being computed as though the Condominium was fully expanded until the 10th Anniversary of the recording of the Declaration.

D. WHEREAS, the Declarant is the owner of 35 of the 52 Declared units as described on Exhibit "A" and 66 out of 66 of the undeclared units reserved as expansion lands of the Condominium.

E. WHEREAS, Declarant desires to amend the Condominium Plat and the Declaration pursuant to the provisions of Article 8 and as more particularly set forth.

NOW, THEREFORE, Declarant does hereby state and declare as follows:

1. Redefinition of Certain Units. Pursuant to Declarant's right to amend under Article 8 of the Declaration, the Condominium is amended so as to redefine Units 10 through 16 and eliminate Units 17 and 18; and such Units shall be positioned as shown on Sun Pointe Village, a Condominium Addendum No. 2, a true and correct copy of which is attached hereto as Exhibit "C" and made a part hereof. The Condominium is further amended to redefine Units 19 through 32 and eliminate Units 33 through 36; and such Units shall be positioned as shown on Sun Pointe Village, a Condominium Addendum No. 3, a true and correct copy of which as been attached hereto as

Exhibit "D". Upon the recording of this Declaration, the declared units of the condominium shall be as more particularly set forth on the attached Exhibit "B". Further, from and after the date of recording of this amendment, such units shall be considered "Units" for all purposes set forth in the Declaration and the building's housing such Units as shown on Exhibits "C" and "D", respectively, shall be "Buildings" for all purposes under the Declaration.

2. Addendum No. 2 and Addendum 3 to Condominium Plat. Contemporaneously herewith, Declarant is recording the Sun Pointe Village, a Condominium Addendum No. 2 and the Sun Pointe Village, a Condominium Addendum No. 3. Furthermore, a copy of said Addendum No. 2 and Addendum No. 3 are attached hereto as Exhibit "C" and "D" respectively.

3. Percentage Interest. Upon the recording of this Amendment and Addendum No. 2 and Addendum No. 3 to the Condominium Plat, the percentage interest in the common elements appurtenant to each Unit shall be calculated pursuant to Section 5.01 of the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date set forth below.

MILLS ENTERPRISES, LLC

By: _____
Stephen C. Mills, Authorized Member

Subscribed and sworn to before me
this 29 day of December, 2009.

DINA M. PREBRINE NOTARY PUBLIC STATE OF WISCONSIN

_____
*
Notary Public, State of Wisconsin
My Commission expires _____.

This instrument was drafted by:
John E. Hotvedt
Attorney at Law

00147686.WPD

LEGAL

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN, BEING A REDIVISION OF CERTIFIED SURVEY MAP NO. 2544, RECORDED AS DOCUMENT NUMBER 1496090, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF SAID CSM 2544 AT THE CORNER OF 30th AVENUE AND 21st STREET; THENCE N 01DEG 42MIN 39SEC W, ALONG THE WEST LINE OF SAID LOT 1, 297.81 FEET; THENCE S 88DEG 50MIN 40SEC E, 415.03 FEET ALONG SAID LOT 1; THENCE S 88DEG 28MIN 01SEC E, 163.14 FEET; THENCE N 01DEG 00MIN 41SEC E, 69.26 FEET; THENCE S 88DEG 59MIN 19SEC E, 270.17 FEET; THENCE N 44DEG 57MIN 41SEC E, 96.51 FEET TO THE WEST LINE OF LOT 2 OF SAID CSM 2544; THENCE N 01DEG 51MIN 24SEC W, 181.04 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S 88DEG 49MIN 47SEC E, 126.72 FEET TO THE NORTHEAST CORNER OF SAID LOT 2 ON THE WESTERLY LINE OF 27th AVENUE; THENCE S 01DEG 42MIN 34SEC E, 361.24 FEET; THENCE 31.84 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET AND A CHORD WHICH BEARS S 04DEG 39MIN 04SEC W, 31.78 FEET; THENCE S 10DEG 25MIN 33SEC W, 224.86 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N 88DEG 58MIN 29SEC W, 114.52 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE N 00DEG 54MIN 16SEC E, 74.50 FEET; THENCE N 10DEG 18MIN 08SEC E, 94.81 FEET; THENCE N 43DEG 01MIN 24SEC W, 46.34 FEET; THENCE N 09DEG 25MIN 00SEC W, 72.21 FEET; THENCE N 88DEG 59MIN 20SEC W, 288.43 FEET; THENCE S 01DEG 00MIN 40SEC W, 272.32 FEET TO THE NORTH LINE OF 21st STREET; THENCE N 88DEG 58MIN 29SEC W, 564.11 FEET TO THE POINT OF BEGINNING. CONTAINING 284,864 SQUARE FEET OF LAND (6.54 ACRES) MORE OR LESS.

EXHIBIT "A"

SUN POINTE VILLAGE, A CONDOMINIUM

1. Initial Condominium Units:

- Units 1 through 36, inclusive as numbered on the Condominium Plat.
- Units 101 through 112, inclusive as numbered on the Condominium Plat.

2. Sun Pointe Village, a Condominium units declared pursuant to the First Amendment to Declaration of Condominium.

- Units 133 through 136 inclusive, as numbered on the First Addendum to the Condominium Plat for Sun Pointe Village, a Condominium.

EXHIBIT "B"

SUN POINT VILLAGE, A CONDOMINIUM
CONDOMINIUM UNITS UPON THE RECORDING OF THIS AMENDMENT

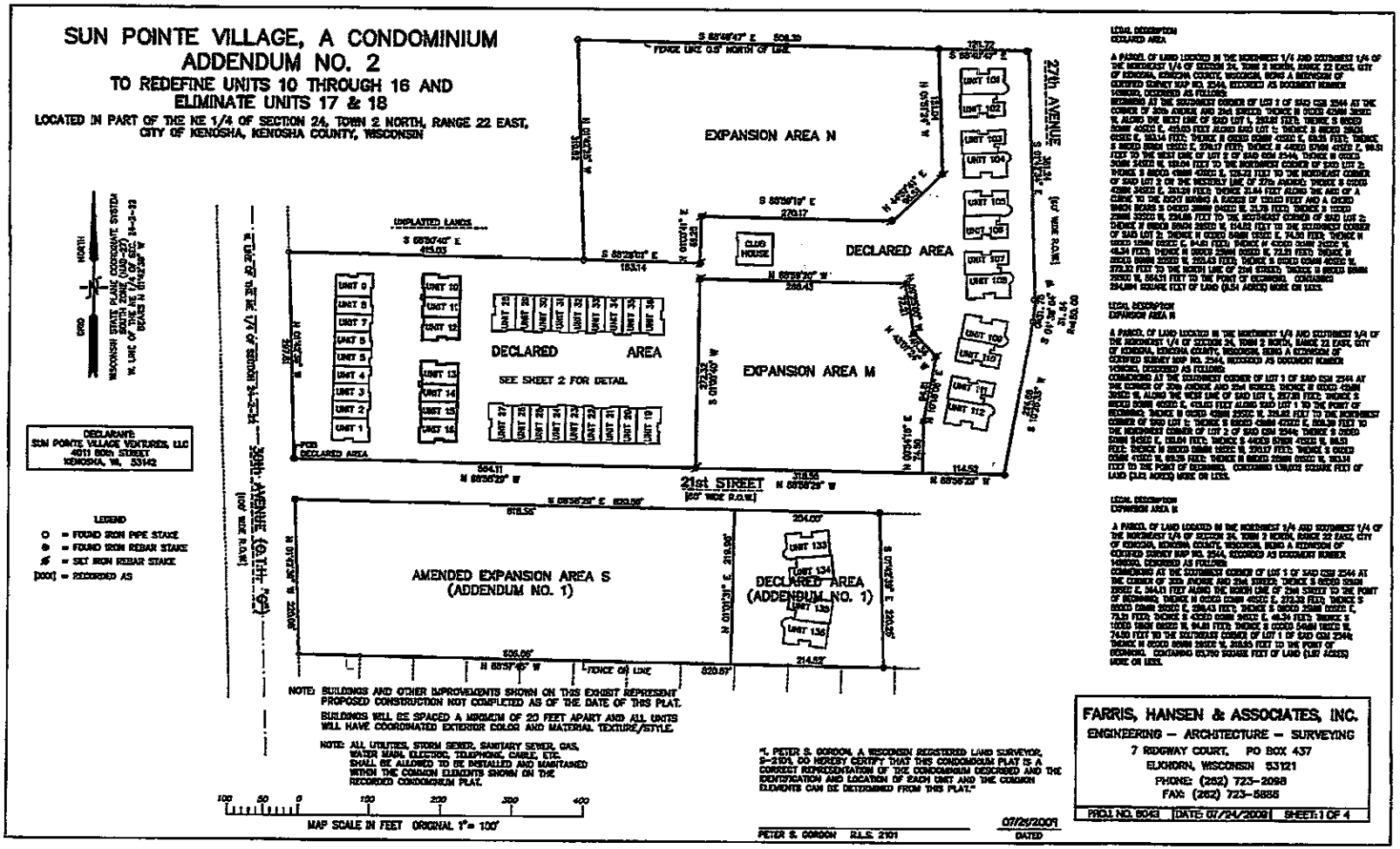
- Units 1 through 16, inclusive as numbered on Addendum No. 2.
- Units 19 through 32, inclusive as numbered on Addendum No. 2.
- Units 101 through 112, inclusive as numbered on the Condominium Plat.
- Units 133 through 136, inclusive as numbered on Addendum No. 1

EXHIBIT "C"

SUN POINT VILLAGE, A CONDOMINIUM
ADDENDUM NO. 2

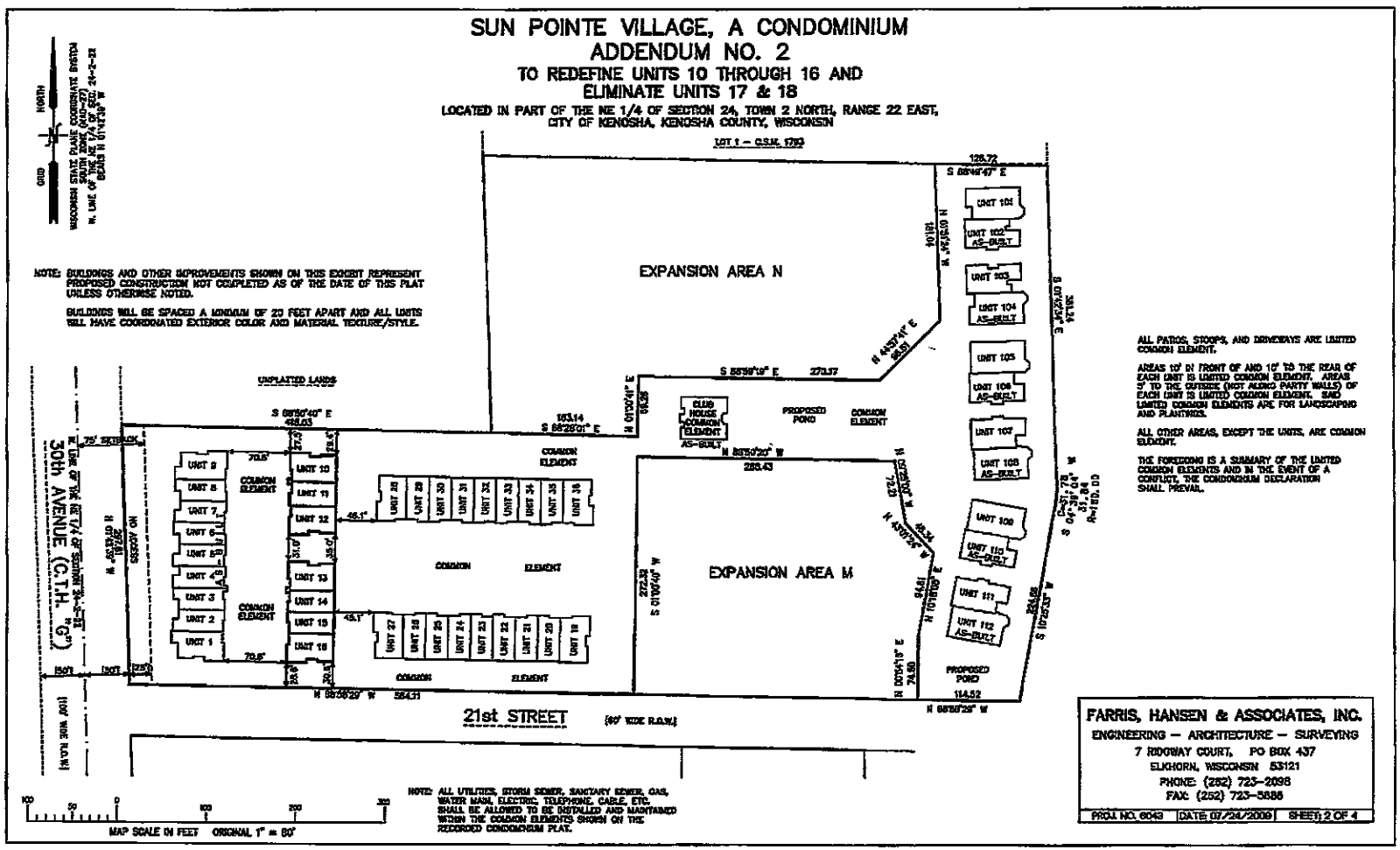
SUN POINTE VILLAGE, A CONDOMINIUM
ADDENDUM NO. 2
TO REDEFINE UNITS 10 THROUGH 16 AND ELIMINATE UNITS 17 & 18

LOCATED IN PART OF THE NE 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN


EXPANSION AREA N
EXPANSION AREA M
DECLARED AREA
CLUB HOUSE
DECLARED AREA
SEE SHEET 2 FOR DETAIL
AMENDED EXPANSION AREA S
(ADDENDUM NO. 1)
DECLARED AREA
(ADDENDUM NO. 1)
21st STREET
(60' WIDE R.O.W.)
22nd AVENUE
(66' WIDE R.O.W.)
UNPLATTED LANDS
FENCE LINE 0.5' NORTH OF LINE
FENCE ON LINE
N 89°56'29" W 554.11
S 89°56'29" E 618.56
N 89°56'29" W 318.56
S 89°56'29" E 820.59
N 89°57'45" W 526.05
S 89°56'29" E 394.07
N 89°57'45" W 214.52
S 89°56'29" E 320.57
N 89°56'29" W 114.52
S 89°56'29" E 221.72
S 89°56'19" E 270.17
S 89°56'40" E 495.03
S 89°56'40" E 183.14
N 89°56'29" W 2958.43
N 00°03'31" E 66.25
N 00°03'31" E 1320.00
S 00°03'31" W 1320.00
S 00°03'31" W 372.33
N 00°03'31" E 372.33
N 00°03'31" E 1320.00
S 00°03'31" W 1320.00

SUN POINTE VILLAGE, A CONDOMINIUM
ADDENDUM NO. 2
TO REDEFINE UNITS 10 THROUGH 16 AND ELIMINATE UNITS 17 & 18

LOCATED IN PART OF THE NE 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN



NOTE: BUILDINGS AND OTHER IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION NOT COMPLETED AS OF THE DATE OF THIS PLAT UNLESS OTHERWISE NOTED.

BUILDINGS WILL BE SPACED A MINIMUM OF 20 FEET APART AND ALL UNITS WILL HAVE COORDINATED EXTERIOR COLOR AND MATERIAL TEXTURE/STYLE.

ALL PATIOS, STOOPS, AND DRIVEWAYS ARE LIMITED COMMON ELEMENT.

AREAS 10' IN FRONT OF AND 10' TO THE REAR OF EACH UNIT IS LIMITED COMMON ELEMENT. AREAS 3' TO THE OUTSIDE (NOT ALONG PARTY WALLS) OF EACH UNIT IS LIMITED COMMON ELEMENT. SAID LIMITED COMMON ELEMENTS ARE FOR LANDSCAPING AND PLANTINGS.

ALL OTHER AREAS, EXCEPT THE UNITS, ARE COMMON ELEMENT.

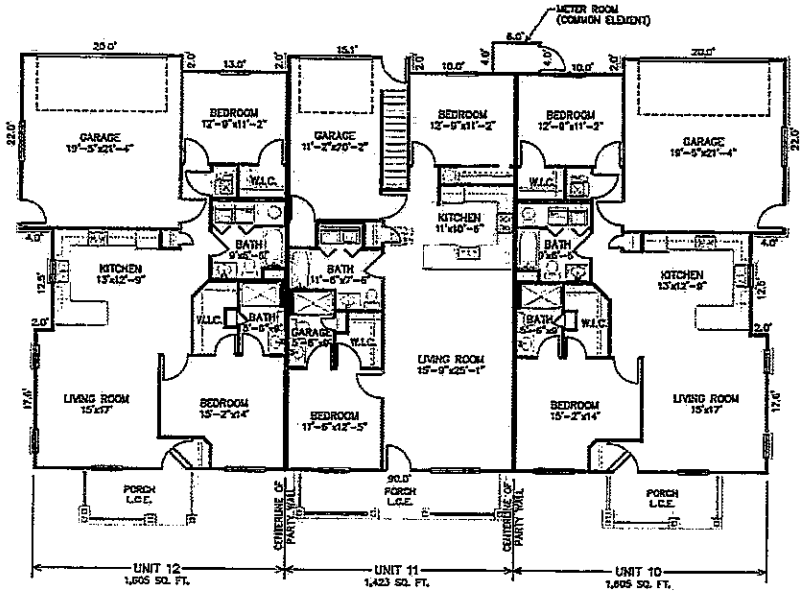
THE FOREGOING IS A SUMMARY OF THE LIMITED COMMON ELEMENTS AND IN THE EVENT OF A CONFLICT, THE CONDOMINIUM DECLARATION SHALL PREVAIL.

NOTE: ALL UTILITIES, STORM SEWER, SANITARY SEWER, GAS, WATER MAIN, ELECTRIC, TELEPHONE, CABLE, ETC. SHALL BE ALLOWED TO BE INSTALLED AND MAINTAINED WITHIN THE COMMON ELEMENTS SHOWN ON THIS RECORDED CONDOMINIUM PLAT.

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING – ARCHITECTURE – SURVEYING
7 RIDGWAY COURT, PO BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2098
FAX: (262) 723-5886

SUN POINTE VILLAGE, A CONDOMINIUM
ADDENDUM NO. 2
TO REDEFINE UNITS 10 THROUGH 16 AND ELIMINATE UNITS 17 & 18

LOCATED IN PART OF THE NE 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST,
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN



BUILDING DIAGRAM
UNITS 10, 11, & 12

SCALE: 1"=10'

L.C.E. = LIMITED COMMON ELEMENT

NOTE: BUILDINGS AND OTHER IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION NOT COMPLETED AS OF THE DATE OF THIS PLAT.

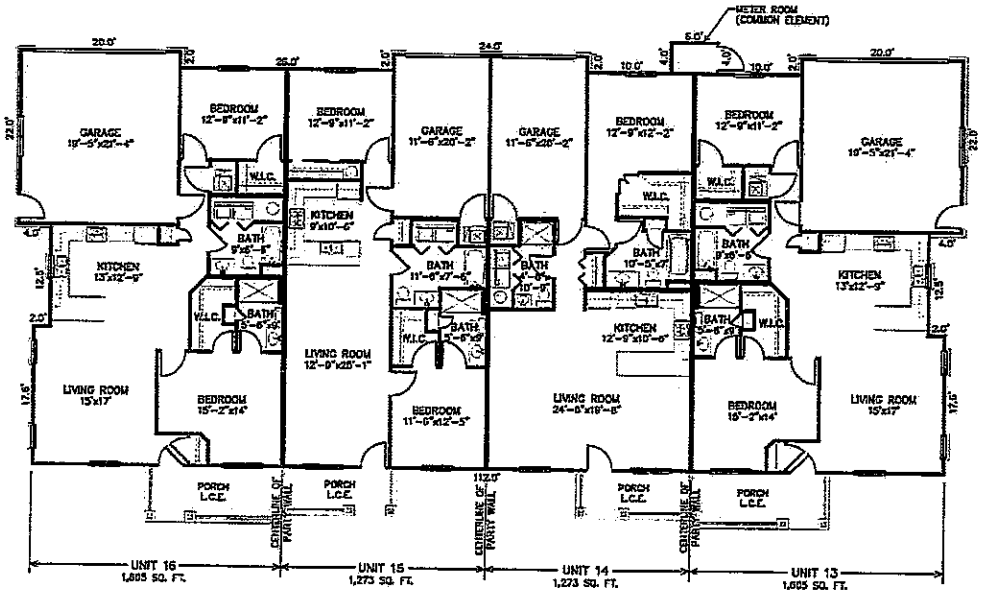
ALL DIMENSIONS SHOWN ARE APPROXIMATE. SOME DIMENSIONS SHOW ROOM AVERAGES.

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING – ARCHITECTURE – SURVEYING
7 RIDGWAY COURT, PO BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2098
FAX: (262) 723-5886

PROJ. NO. 6043 | DATE: 07/24/2009 | SHEET: 3 OF 4

SUN POINTE VILLAGE, A CONDOMINIUM
ADDENDUM NO. 2
TO REDEFINE UNITS 10 THROUGH 16 AND ELIMINATE UNITS 17 & 18

LOCATED IN PART OF THE NE 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN



BUILDING DIAGRAM
UNITS 13, 14, 15, & 16

SCALE: 1"=10'

L.C.E. = LIMITED COMMON ELEMENT

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FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING – ARCHITECTURE – SURVEYING
7 RIDGWAY COURT, PO BOX 457
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2098
FAX: (262) 723-5888

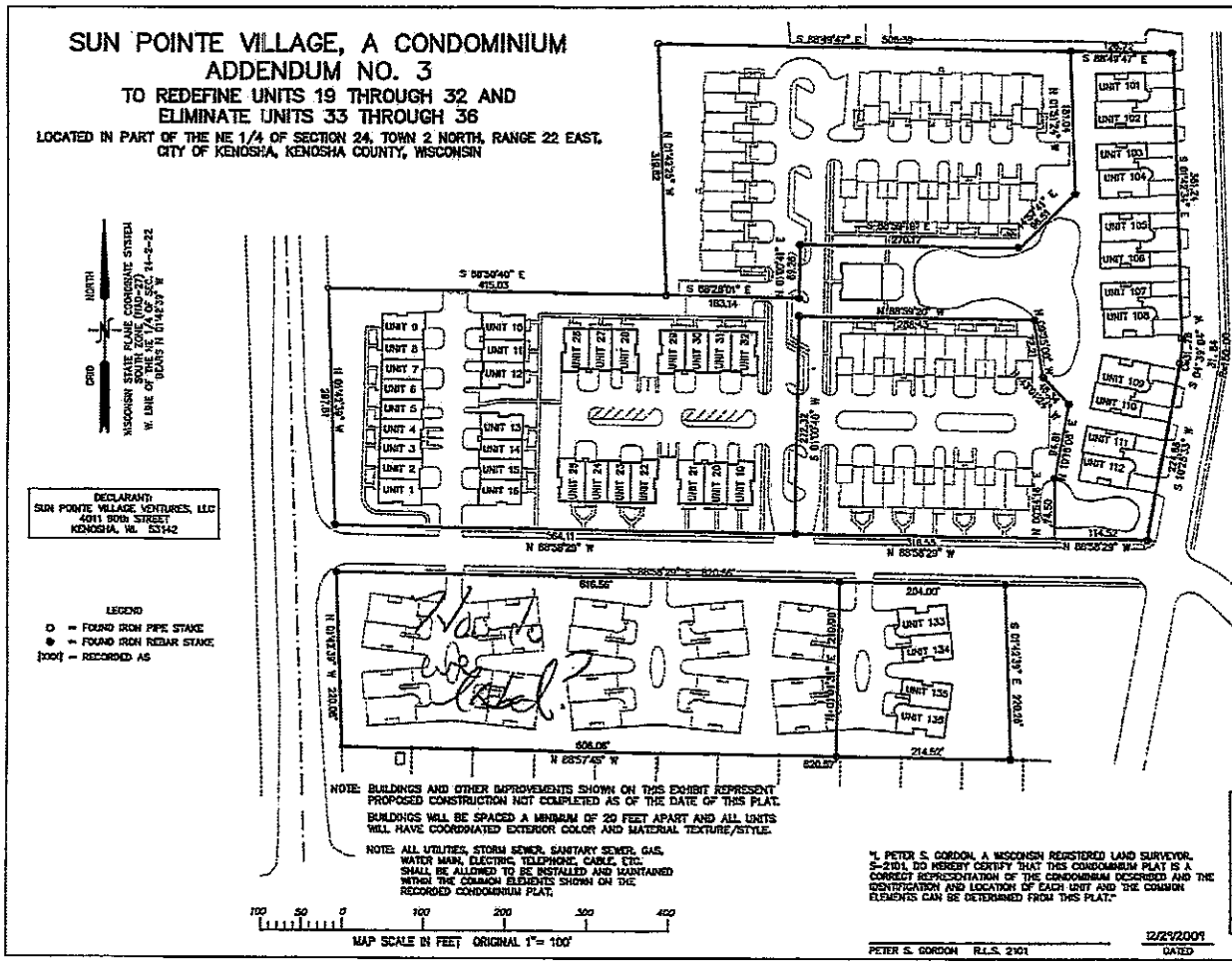
PROJ. NO. 6043 | DATE: 07/24/2008 | SHEET: 4 OF 4

EXHIBIT "D"

SUN POINT VILLAGE, A CONDOMINIUM
ADDENDUM NO. 3

SUN POINTE VILLAGE, A CONDOMINIUM
ADDENDUM NO. 3
TO REDEFINE UNITS 19 THROUGH 32 AND ELIMINATE UNITS 33 THROUGH 36

LOCATED IN PART OF THE NE 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN


UNIT 101
UNIT 102
UNIT 103
UNIT 104
UNIT 105
UNIT 106
UNIT 107
UNIT 108
UNIT 109
UNIT 110
UNIT 111
UNIT 112
UNIT 1
UNIT 2
UNIT 3
UNIT 4
UNIT 5
UNIT 6
UNIT 7
UNIT 8
UNIT 9
UNIT 10
UNIT 11
UNIT 12
UNIT 13
UNIT 14
UNIT 15
UNIT 16
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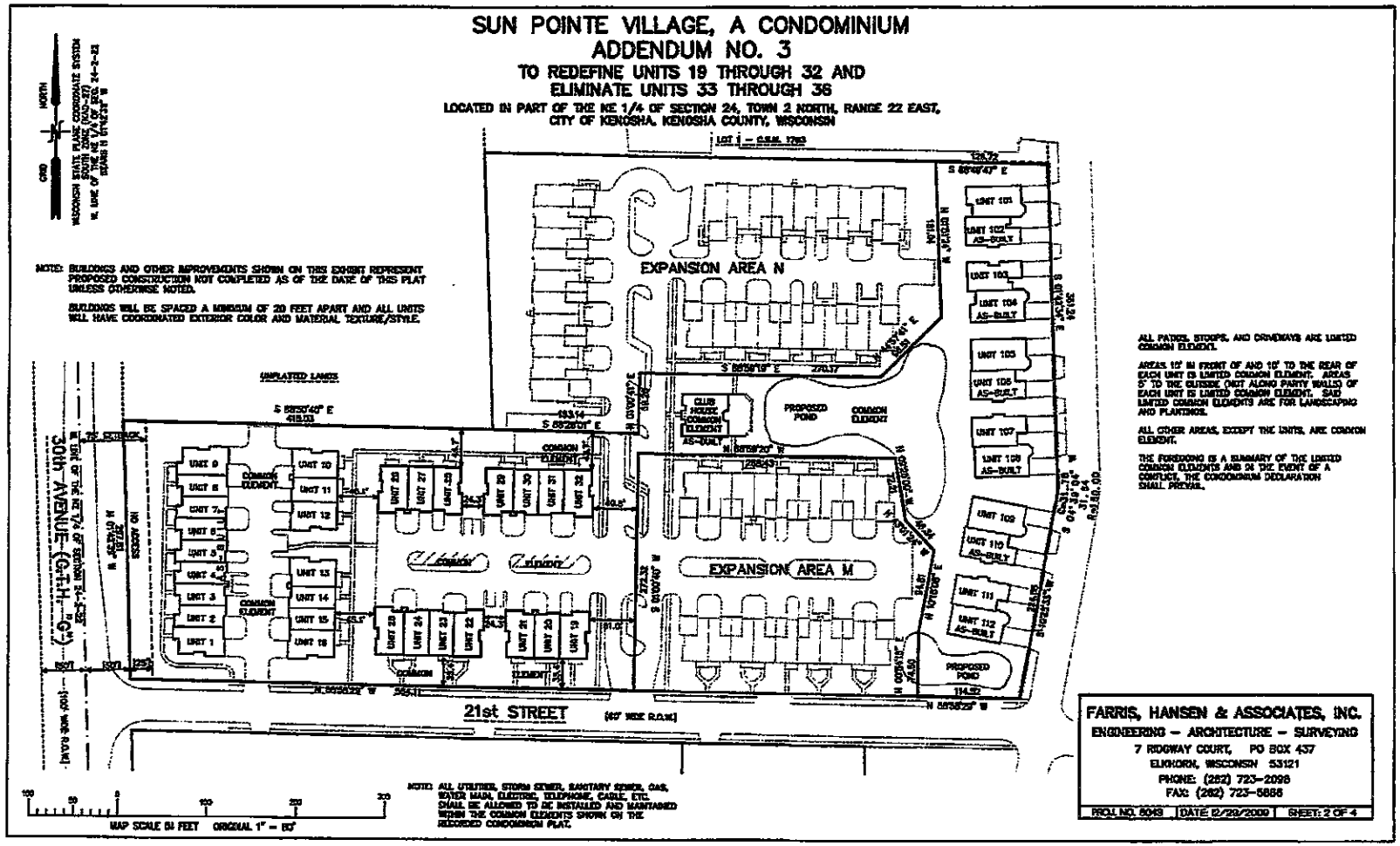
UNIT 19
UNIT 20
UNIT 21
UNIT 22
UNIT 23
UNIT 24
UNIT 25
UNIT 26
UNIT 27
UNIT 28
UNIT 29
UNIT 30
UNIT 31
UNIT 32
UNIT 133
UNIT 134
UNIT 135
UNIT 136
S 89°59'47" E 506.39
S 89°59'40" E 415.03
S 89°29'01" E 183.14
N 89°59'20" W 268.43
N 89°58'29" W 564.11
N 89°58'29" W 316.55
N 89°58'29" W 114.52
N 89°57'45" W 506.06
N 89°57'45" W 616.56
S 89°59'47" E 506.39
S 89°59'47" E 127.17
S 89°59'47" E 127.17
N 00°00'13" E 316.39
N 00°00'13" E 316.39
S 00°00'13" W 316.39
S 00°00'13" W 316.39
N 00°00'13" E 316.39
S 00°00'13" W 316.39
N 00°00'13" E 316.39
S 00°00'13" W 316.39
N 00°00'13" E

SUN POINTE VILLAGE, A CONDOMINIUM
ADDENDUM NO. 3
TO REDEFINE UNITS 19 THROUGH 32 AND ELIMINATE UNITS 33 THROUGH 36

LOCATED IN PART OF THE NE 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN



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7 RIDGWAY COURT, PO BOX 457
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2098
FAX: (262) 723-5886

PROJ. NO. 5049 | DATE: 2/29/2000 | SHEET: 2 OF 4

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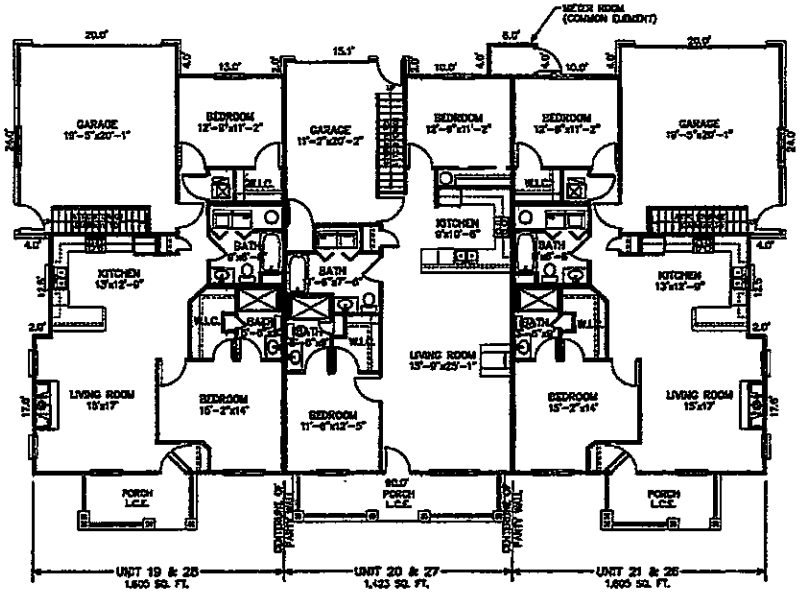
10/29/2001

SUN POINTE VILLAGE, A CONDOMINIUM
ADDENDUM NO. 3
TO REDEFINE UNITS 19 THROUGH 32 AND ELIMINATE UNITS 33 THROUGH 36

LOCATED IN PART OF THE NE 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN



BUILDING DIAGRAM
UNITS 19, 20, 21, 26, 27, & 28

SCALE: 1"=10'

L.C.E. = LIMITED COMMON ELEMENT

NOTE: BUILDINGS AND OTHER IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION NOT COMPLETED AS OF THE DATE OF THIS PLAT.

ALL DIMENSIONS SHOWN ARE APPROXIMATE. SOME DIMENSIONS SHOW ROOM AVERAGES.

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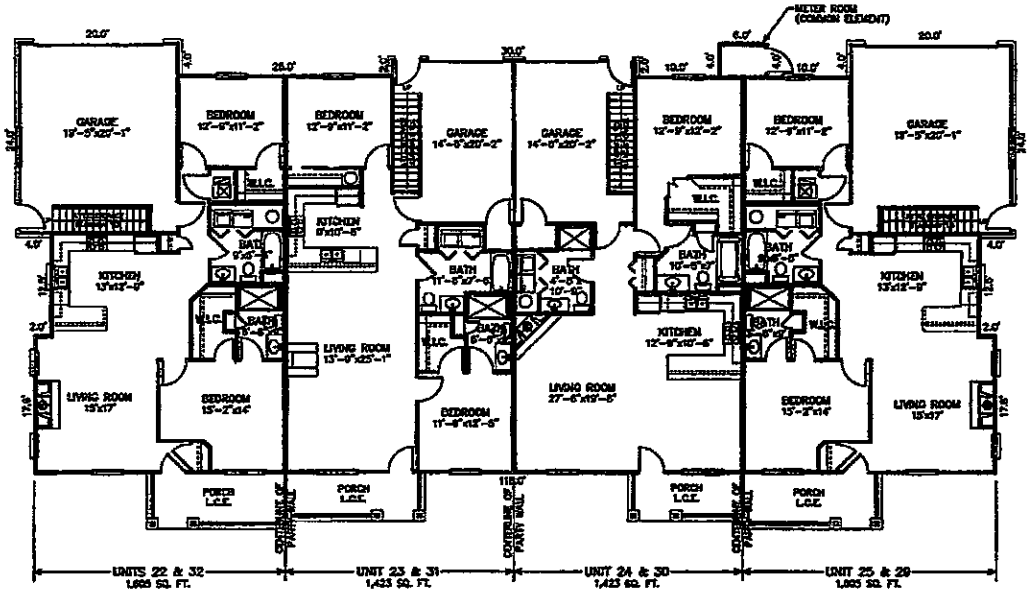
FAX: (262) 723-5886

PROJ. NO. 6043	DATE: 12/28/2009	SHEET: 3 OF 4

SUN POINTE VILLAGE, A CONDOMINIUM
ADDENDUM NO. 3
TO REDEFINE UNITS 19 THROUGH 32 AND ELIMINATE UNITS 33 THROUGH 36

LOCATED IN PART OF THE NE 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN



BUILDING DIAGRAM
UNITS 22, 23, 24, 25, 29, 30, 31, & 32

SCALE: 1"=10'

L.C.E. = LIMITED COMMON ELEMENT

NOTE: BUILDINGS AND OTHER IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION NOT COMPLETED AS OF THE DATE OF THIS PLAT.

ALL DIMENSIONS SHOWN ARE APPROXIMATE. SOME DIMENSIONS SHOW ROOM AVERAGES.

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING — ARCHITECTURE — SURVEYING
7 RIDGWAY COURT, PO BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2093
FAX: (262) 723-5885

PROJ. NO. 6943 | DATE: 12/29/2009 | SHEET: 4 OF 4

12/31/2009 X:\Projects\6943\Docs\CD\00\Addendum#4\SHEET_04

Document Number

Fourth Amendment to Declaration of Condominium Affecting Addendum No. 4 of Sun Pointe Village, a condominium

DOCUMENT
1672227
RECORDED
At Kenosha County, Kenosha WI 53140
Louise L. Principe, Register of Deeds
May 10, 2012 2:35 PM
$30.00
Pages 9

Sun Pointe Village, A Condominium
Addendum No. 4 Filed
May 10, 2012 Doc # 1672228
PLAT # 6737

Recording Area
Name and Return Address

John E. Hotvedt
Lloyd, Phenicie, Lynch, Kelly, Hotvedt & Terry, S.C.
P. O. Box 700
Burlington, WI 53105

9

07-222-24-128-003

(Parcel Identification Number)

RECORDED

DOCUMENT

Page 2
2007 03
Jan 10 2007 2:32 PM
Return to: Patricia Bellinger, Esquire
Spencer Fane Britt & Browne LLP
1 North Brentwood Blvd., 10th Floor
St. Louis, MO 63105

FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM
AFFECTING ADDENDUM NO. 4 OF
SUN POINTE VILLAGE, A CONDOMINIUM

THIS AMENDMENT executed on the date as indicated below, by MILLS ENTERPRISES, LLC, a Wisconsin Limited Liability Company (hereinafter the "Declarant").

RECITALS

A. WHEREAS, Declarant's predecessor Sun Pointe Village Ventures, LLC executed a Declaration of Condominium for Sun Pointe Village, a Condominium recorded on June 19, 2007 with the Kenosha County Register of Deeds office as Document No. 1524562 (hereinafter the "Declaration"). That the Declaration initially created 48 units within the condominium and thereafter, pursuant to the First Amendment to Declaration of Condominium for Sun Pointe Village, a Condominium recorded on December 4, 2008 with the Kenosha County Register of Deeds office as Document No. 1573548 created an additional 4 units within the condominium all as described on the Exhibit "A" attached hereto.

B. WHEREAS, pursuant to a deed in lieu of foreclosure and an Amendment to the Declaration thereby assigning the Declarant's rights recorded with the office of the Register of Deeds for Kenosha County on December 26, 2008 as Document No. 1574720 in accordance with Section 15.08 of the Declaration, Sun Pointe Village Ventures, LLC assigned its Declarant's rights to the Declarant noted above.

C. WHEREAS, pursuant to Article 8 of the Declaration, the Declaration may be amended with the written consent of not less than two-thirds of the unit owners who hold at least two-thirds of the total voting interest held by all such unit owners with such percentage being computed as though the Condominium was fully expanded until the 10th Anniversary of the recording of the Declaration.

D. WHEREAS, the Declarant is the owner of 35 of the 46 declared units as described on Exhibit "A" and 66 out of 66 of the undeclared units reserved as expansion lands of the Condominium.

E. WHEREAS, Declarant desires to amend the Condominium Plat and the Declaration pursuant to the provisions of Article 8 and as more particularly set forth.

NOW, THEREFORE, Declarant does hereby state and declare as follows:

1. Redefinition of Certain Units. Pursuant to Declarant's right to amend under Article 8 of the Declaration, the Condominium is amended so as to redefine Units 13 through 15 and to eliminate Unit 16; and such Units shall be positioned as shown on Sun Pointe Village, a Condominium Addendum No. 4, a true and correct copy of which is attached hereto as Exhibit "C" and made a part hereof. Upon the recording of this Declaration, the declared units of the

Condominium shall be as more particularly set forth on the attached Exhibit "B". Further, from and after the date of the recording of this Amendment, such units shall be considered "Units" for all purposes set forth in the Declaration and the buildings housing such Units as shown on Exhibit "C" shall be "Buildings" for all purposes under the Declaration.

2. Addendum No. 4 to Condominium Plat. Contemporaneously herewith, Declarant is recording the Sun Pointe Village, a Condominium Addendum No. 4. Furthermore, a copy of said Addendum No. 4 is attached hereto as Exhibit "C".

3. Percentage Interest. Upon the recording of this Amendment and Addendum No. 4 to the Condominium Plat, the percentage interest in the common elements appurtenant to each Unit shall be calculated pursuant to Section 5.01 of the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date set forth below.

Dated: May 10, 2012

MILLS ENTERPRISES, LLC

By: _____
Stephen R. Mills, Authorized Agent

Subscribed and sworn to before me
this 10 day of May, 2012.

_____
*
Notary Public, State of Wisconsin
My Commission expires 11-4-2012

DINA M PERRINE NOTARY PUBLIC STATE OF WISCONSIN

This instrument was drafted by:
John E. Hotvedt
Attorney at Law

00198527.WPD

EXHIBIT "A"

SUN POINTE VILLAGE, A CONDOMINIUM

1. Initial Condominium Units:

- Units 1 through 36, inclusive as numbered on the Condominium Plat.
- Units 101 through 112, inclusive as numbered on the Condominium Plat.

2. Sun Pointe Village, a Condominium units declared pursuant to the First Amendment to Declaration of Condominium.

- Units 133 through 136 inclusive, as numbered on the First Addendum to the Condominium Plat for Sun Pointe Village, a Condominium.

EXHIBIT "B"

SUN POINT VILLAGE, A CONDOMINIUM
CONDOMINIUM UNITS UPON THE RECORDING OF THIS AMENDMENT

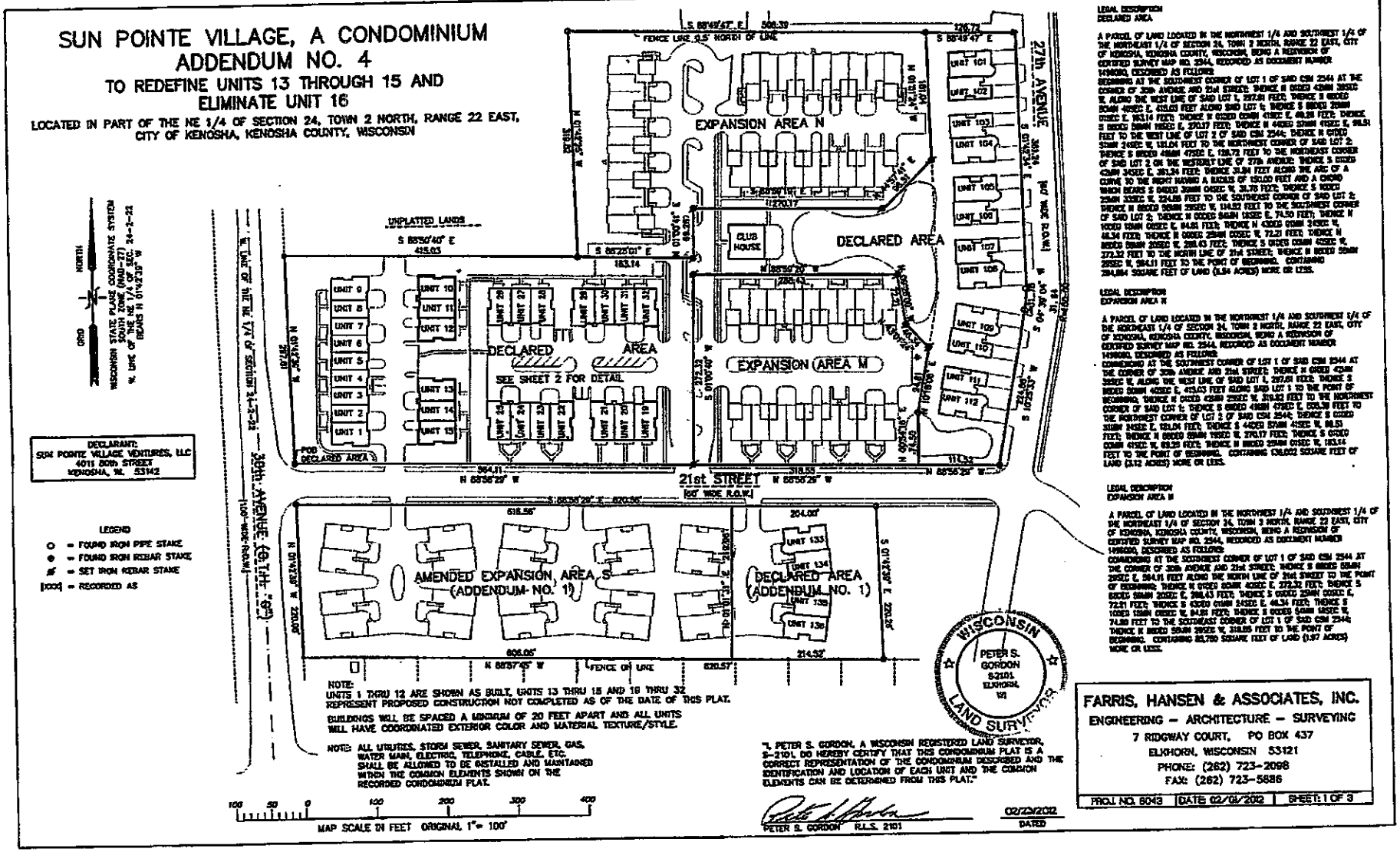
- Units 1 through 15, inclusive as numbered on Addendum No. 4.
- Units 19 through 32, inclusive as numbered on Addendum No. 3.
- Units 101 through 112, inclusive as numbered on the Condominium Plat.
- Units 133 through 136, inclusive as numbered on Addendum No. 1

EXHIBIT "C"

SUN POINT VILLAGE, A CONDOMINIUM
ADDENDUM NO. 4

SUN POINTE VILLAGE, A CONDOMINIUM
ADDENDUM NO. 4
TO REDEFINE UNITS 13 THROUGH 15 AND ELIMINATE UNIT 16

LOCATED IN PART OF THE NE 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN



DECLARANT:
SUN POINTE VILLAGE VENTURES, LLC
4011 80th STREET
KENOSHA, WI. 53142

LEGEND
- ○ = FOUND IRON PIPE STAKE
- ● = FOUND IRON REBAR STAKE
- ⌀ = SET IRON REBAR STAKE
- [xxx] = RECORDED AS

NOTE:
UNITS 1 THRU 12 ARE SHOWN AS BUILT, UNITS 13 THRU 15 AND 16 THRU 32 REPRESENT PROPOSED CONSTRUCTION NOT COMPLETED AS OF THE DATE OF THIS PLAT.

BUILDINGS WILL BE SPACED A MINIMUM OF 20 FEET APART AND ALL UNITS WILL HAVE COORDINATED EXTERIOR COLOR AND MATERIAL TEXTURE/STYLE.

NOTE: ALL UTILITIES, STORM SEWER, SANITARY SEWER, GAS, WATER MAIN, ELECTRIC, TELEPHONE, CABLE, ETC. SHALL BE ALLOWED TO BE INSTALLED AND MAINTAINED WITHIN THE COMMON ELEMENTS SHOWN ON THE RECORDED CONDOMINIUM PLAT.

100 50 0 100 200 300 400
MAP SCALE IN FEET ORIGINAL 1"= 100'

"I, PETER S. GORDON, A WISCONSIN REGISTERED LAND SURVEYOR, S-2101, DO HEREBY CERTIFY THAT THIS 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 THIS PLAT."

PETER S. GORDON R.L.S. 2101

02/23/2012
DATED

WISCONSIN PETER S. GORDON S-2101 ELKHORN, WI LAND SURVEYOR

LEGAL DESCRIPTION
DECLARED AREA

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN, BEING A RESUBDIVISION OF CERTIFIED SURVEY MAP NO. 2544, RECORDED AS DOCUMENT NUMBER 1496880, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF SAID CSM 2544 AT THE CORNER OF 30th AVENUE AND 22nd STREET; THENCE N 00°03'40" E ALONG THE WEST LINE OF SAID LOT 1, 297.81 FEET; THENCE S 89°56'20" E, 415.03 FEET ALONG SAID LOT 1; THENCE S 00°03'40" W, 163.74 FEET; THENCE N 89°56'20" W, 46.28 FEET; THENCE S 00°03'40" W, 297.17 FEET; THENCE N 89°56'20" W, 318.55 FEET TO THE WEST LINE OF LOT 2 OF SAID CSM 2544; THENCE N 00°03'40" E ALONG SAID WEST LINE, 181.04 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S 89°56'20" E, 139.72 FEET TO THE NORTHEAST CORNER OF SAID LOT 2 ON THE WESTERLY LINE OF 27th AVENUE; THENCE S 00°03'40" E, 181.34 FEET; THENCE 31.84 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET AND A CHORD WHICH BEARS S 04°03'30" W, 31.78 FEET; THENCE S 10°10'40" W, 224.85 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N 89°56'20" W, 114.82 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE N 00°03'40" E, 74.50 FEET; THENCE N 89°56'20" W, 84.81 FEET; THENCE N 43°03'40" E, 46.34 FEET; THENCE N 89°56'20" W, 72.21 FEET; THENCE N 00°03'40" E, 288.43 FEET; THENCE S 89°56'20" E, 273.32 FEET TO THE NORTH LINE OF 21st STREET; THENCE N 89°56'20" E, 364.11 FEET TO THE POINT OF BEGINNING. CONTAINING 284,884 SQUARE FEET OF LAND (6.54 ACRES) MORE OR LESS.

LEGAL DESCRIPTION
EXPANSION AREA N

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN, BEING A RESUBDIVISION OF CERTIFIED SURVEY MAP NO. 2544, RECORDED AS DOCUMENT NUMBER 1496880, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF SAID CSM 2544 AT THE CORNER OF 30th AVENUE AND 21st STREET; THENCE N 00°03'40" E ALONG THE WEST LINE OF SAID LOT 1, 297.81 FEET; THENCE S 89°56'20" E, 415.03 FEET ALONG SAID LOT 1 TO THE POINT OF BEGINNING; THENCE N 00°03'40" E, 297.17 FEET; THENCE N 89°56'20" W, 318.82 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE S 89°56'20" E, 359.39 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID CSM 2544; THENCE S 00°03'40" W ALONG THE WEST LINE OF SAID LOT 2, 181.04 FEET; THENCE S 44°03'40" W, 46.51 FEET; THENCE N 89°56'20" W, 270.17 FEET; THENCE S 00°03'40" W, 83.25 FEET; THENCE N 89°56'20" W, 183.14 FEET TO THE POINT OF BEGINNING. CONTAINING 136,022 SQUARE FEET OF LAND (3.12 ACRES) MORE OR LESS.

LEGAL DESCRIPTION
EXPANSION AREA M

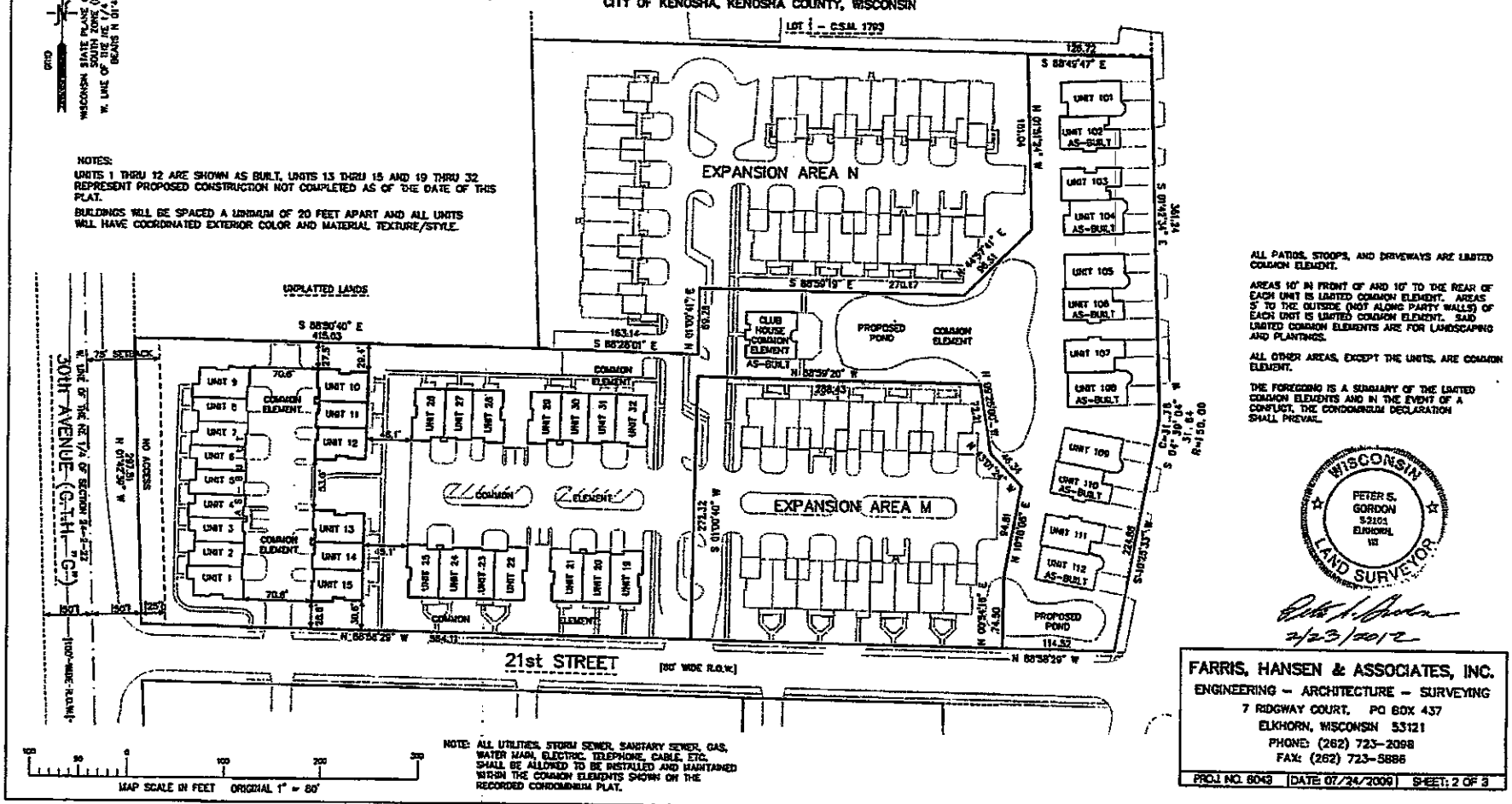
A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN, BEING A RESUBDIVISION OF CERTIFIED SURVEY MAP NO. 2544, RECORDED AS DOCUMENT NUMBER 1496880, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF SAID CSM 2544 AT THE CORNER OF 30th AVENUE AND 21st STREET; THENCE S 89°56'20" E ALONG THE NORTH LINE OF 21st STREET TO THE POINT OF BEGINNING; THENCE N 00°03'40" E, 272.32 FEET; THENCE S 89°56'20" E, 288.43 FEET; THENCE S 00°03'40" W, 272.32 FEET; THENCE N 89°56'20" W, 74.50 FEET; THENCE S 43°03'40" W, 46.34 FEET; THENCE S 00°03'40" W, 84.81 FEET; THENCE S 89°56'20" E, 74.50 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF SAID CSM 2544; THENCE N 89°56'20" W, 318.55 FEET TO THE POINT OF BEGINNING. CONTAINING 88,789 SQUARE FEET OF LAND (1.97 ACRES) MORE OR LESS.

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING – ARCHITECTURE – SURVEYING
7 RIDGWAY COURT, PO BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2098
FAX: (262) 723-5686

PROJ. NO. 8043 | DATE 02/09/2012 | SHEET: 1 OF 3

SUN POINTE VILLAGE, A CONDOMINIUM
ADDENDUM NO. 4
TO REDEFINE UNITS 13 THROUGH 15 AND ELIMINATE UNIT 16

LOCATED IN PART OF THE NE 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN



NOTE: ALL UTILITIES, STORM SEWER, SANITARY SEWER, GAS, WATER MAIN, ELECTRIC, TELEPHONE, CABLE, ETC. SHALL BE ALLOWED TO BE INSTALLED AND MAINTAINED WITHIN THE COMMON ELEMENTS SHOWN ON THE RECORDED CONDOMINIUM PLAT.

ALL PATIOS, STOOPS, AND DRIVEWAYS ARE LIMITED COMMON ELEMENT.

AREAS 10' IN FRONT OF AND 10' TO THE REAR OF EACH UNIT IS LIMITED COMMON ELEMENT. AREAS 5' TO THE OUTSIDE (NOT ALONG PARTY WALLS) OF EACH UNIT IS LIMITED COMMON ELEMENT. SAID LIMITED COMMON ELEMENTS ARE FOR LANDSCAPING AND PLANTINGS.

ALL OTHER AREAS, EXCEPT THE UNITS, ARE COMMON ELEMENT.

THE FOREGOING IS A SUMMARY OF THE LIMITED COMMON ELEMENTS AND IN THE EVENT OF A CONFLICT, THE CONDOMINIUM DECLARATION SHALL PREVAIL.

WISCONSIN
PETER S. GORDON
53101
ELKHORN, WI
LAND SURVEYOR

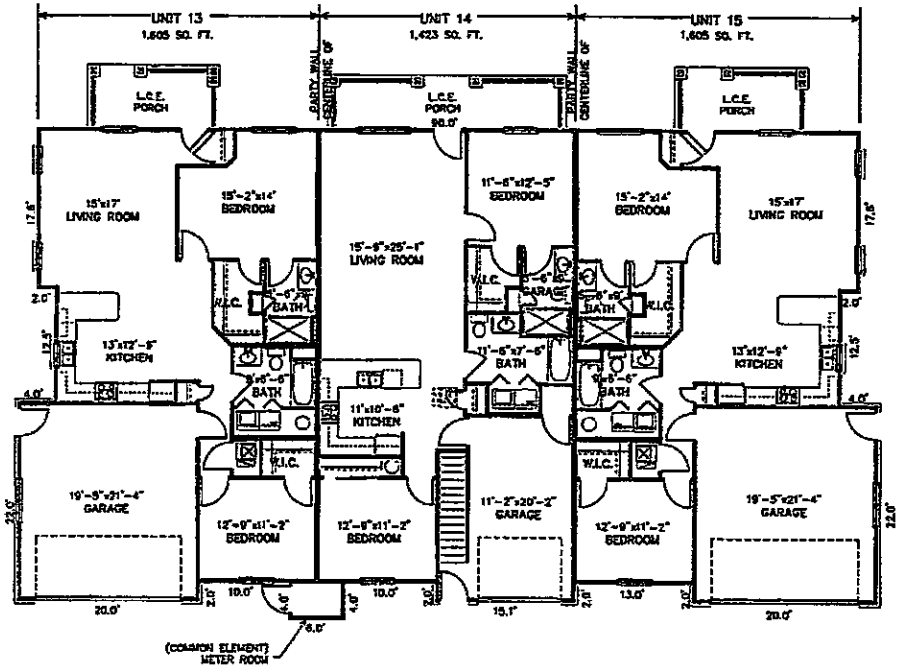
2/23/2012

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING – ARCHITECTURE – SURVEYING
7 RIDGWAY COURT, PO BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2098
FAX: (262) 723-5886

PROJ NO. 6043 | DATE 07/24/2009 | SHEET: 2 OF 3

SUN POINTE VILLAGE, A CONDOMINIUM
ADDENDUM NO. 4
TO REDEFINE UNITS 13 THROUGH 15 AND ELIMINATE UNIT 16

LOCATED IN PART OF THE NE 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN



BUILDING DIAGRAM
UNITS 13, 14, & 15

SCALE: 1"=10'

L.C.E. = LIMITED COMMON ELEMENT

NOTE: BUILDINGS AND OTHER IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION NOT COMPLETED AS OF THE DATE OF THIS PLAT.

ALL DIMENSIONS SHOWN ARE APPROXIMATE. SOME DIMENSIONS SHOW ROOM AVERAGES.

WISCONSIN
PETER S. GORDON
53101
ELKHORN, WI
LAND SURVEYOR

2/23/2012

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING – ARCHITECTURE – SURVEYING
7 RIDGWAY COURT, PO BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2098
FAX: (262) 723-5888

PROJ. NO. 8043 | DATE: 02/01/2012 | SHEET: 3 OF 3

Document Number

Fifth Amendment to Declaration of Condominium of Sun Pointe Village, a Condominium

13

Addendum recorded as document # 1725638 + Plat # 6737

DOCUMENT
1725637
RECORDED
At Kenosha County, Kenosha WI 53140
JoEllyn K. Stortz, Register of Deeds
May 01, 2014 2:35 PM
$30.00
Pages 13

Recording Area

Name and Return Address

John E. Hotvedt
Lloyd, Phenicie, Lynch, Kelly, Hotvedt & Terry, S.C.
432 Milwaukee Avenue
Burlington, WI 53105

07-222-24-126-202

(Parcel Identification Number)

FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
SUN POINTE VILLAGE, A CONDOMINIUM

THIS AMENDMENT executed on the date as indicated below, by MILLS ENTERPRISES, LLC, a Wisconsin Limited Liability Company (hereinafter the "Declarant").

RECITALS

A. WHEREAS, Declarant's predecessor Sun Pointe Village Ventures, LLC executed a Declaration of Condominium for Sun Pointe Village, a Condominium, recorded on June 19, 2007 with the Kenosha County Register of Deeds office as Document No. 1524562 (hereinafter the "Declaration"). Further, the Declaration initially created 48 units within the Condominium and thereafter, pursuant to the First through Fourth Amendments to Declaration of Condominium for Sun Pointe Village, a Condominium, of record, created additional units within the Condominium, all as described on the Exhibit "A" attached hereto.

B. WHEREAS, pursuant to a deed in lieu of foreclosure and an Amendment to the Declaration thereby assigning the Declarant's rights recorded with the office of the Register of Deeds for Kenosha County on December 26, 2008 as Document No. 1574720 in accordance with Section 15.08 of the Declaration, Sun Pointe Village Ventures, LLC assigned its Declarant's rights to the Declarant noted above.

C. WHEREAS, pursuant to Article XIII of the Declaration, the Declaration may be amended with the written consent of not less than two-thirds of the unit owners who hold at least two-thirds of the total voting interest held by all such unit owners with such percentage being computed as though the Condominium was fully expanded until the 10th Anniversary of the recording of the Declaration.

D. WHEREAS, the Declarant is the owner of 20 of the 45 declared units as described on Exhibit "A" and 66 out of 66 of the undeclared units reserved as expansion lands of the Condominium.

E. WHEREAS, Declarant desires to amend the Condominium Plat and the Declaration pursuant to the provisions of Article XIII and as more particularly set forth.

NOW, THEREFORE, Declarant does hereby state and declare as follows:

1. Expansion. Pursuant to Article VI "Right to Expand" of the Declaration, the Condominium is hereby expanded by adding thereto all of that certain real property located within the City of Kenosha, Kenosha County, Wisconsin, presently platted as "Expansion Area N" and as more particularly described on the attached Exhibit "B".

2. New Units Created. Three (3) new units of the Condominium are hereby created. Those new units are identified on Exhibit "C" attached hereto and made a part hereof. Such new units shall be positioned as shown on Sun Pointe Village, a Condominium Addendum No. 5, a true and correct copy of which is attached hereto as Exhibit "D" and made a part hereof, and from and after the date of the recording of this Fifth Amendment, such units shall be considered "Units" for all purposes set forth in the Declaration. Furthermore, Addendum No. 5 to the Condominium Plat attached hereto describes the design, location and number of buildings in Units to be constructed on the Expansion Lands and added to the Condominium pursuant to this Fifth Amendment.

3. Addendum No. 5 to Condominium Plat. Contemporaneously herewith, Declarant is recording the Sun Pointe Village, a Condominium Addendum No. 5, a copy of which has been affixed hereto as Exhibit "D".

4. New Percentage Interest. Upon the recording of this Fifth Amendment and Addendum No. 5 to the Condominium Plat, the percentage interest in the Common Elements appurtenant to each unit and calculated under Section 5.01 of the Declaration, shall be recalculated pursuant to Article V and Sections 6.03 and 6.05 of said Declaration.

5. Votes. The vote of each unit owner at meetings of the Sun Pointe Village Condominium Association, Inc., (hereafter the "Association") shall be equal to the percentage interest pertaining to each unit.

6. Separation Rights Reserved. Pursuant to Section 8.02 of the Declaration and §703.13(7), Wis. Stats., the Declarant reserves the right to separate any one Unit created hereunder into two or more Units in a manner which will not result in more than a total of twenty four (24) Units within the lands subject to this Amendment and Addendum No. 5 to the Plat of Condominium. In the event of any such separation, the percentage interest appurtenant to any affected Units shall be recalculated pursuant to Section 8.02(B) of the Declaration.

7. Incorporation, Dedications, Easements and Restrictive Covenants. All of the dedications, easements and restrictive covenants set forth on Sun Pointe Village, a Condominium Addendum No. 5 as attached hereto as Exhibit "D" are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date set forth below.

Dated: February 25, 2014

MILLS ENTERPRISES, LLC

By: _____

Stephen C. Mills, Member

By: _____
Martha L. Mills, Member

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this 25th day of February, 2014, Stephen C. Mills and Martha L. Mills, members of Mills Enterprises, LLC, who acknowledged the foregoing document for the purposes recited therein on behalf of Mills Enterprises, LLC.

_____
Name: Amanda Jean Stipek
Notary Public, State of Wisconsin
My Commission expires 1/15/2018

AMANDA JEAN STIPEK
Notary Public
State of Wisconsin

This instrument was drafted by:
John E. Hotvedt
Attorney at Law

00234762.docx

EXHIBIT "A"

SUN POINTE VILLAGE, A CONDOMINIUM

Initial Units and Additional Units

- Units 1 through 15, inclusive as numbered on Addendum No. 4
- Units 19 through 32, inclusive as numbered on Addendum No. 3
- Units 101 through 112, inclusive as numbered on the Condominium Plat
- Units 133 through 136, inclusive as numbered on Addendum No. 1

EXHIBIT "B"

SUN POINT VILLAGE, A CONDOMINIUM

Legal Description of Expansion

A parcel of land located in the Northwest ¼ and Southwest ¼ of the Northeast ¼ of Section 24, Town 2 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin, being a redivision of Certified Survey Map No. 2544, recorded as Document Number 1496090, described as follows: Commencing at the Southwest corner of Lot 1 of said CSM 2544 at the corner of 30th Avenue and 21st Street; thence N 01 deg 42 min 39 sec W, along the West line of said Lot 1, 297.81 feet; thence S 88 deg 50 min 40 sec E 415.03 feet along said Lot 1 to the point of beginning; thence N 01 deg 42 min 25 sec w, 319.82 feet to the Northwest corner of said Lot 1; thence S 88 deg 49 min 47 sec E. 506.39 feet to the Northwest corner of Lot 2 of said CSM 2544; thence S 01 deg 51 min 24 sec E, 181.04 feet; thence S 44 deg 57 min 41 sec W, 96.51 feet; thence N 88 deg 59 min 19 sec W, 270.17 feet; thence S 01 deg 00 min 41 sec W, 69.26 feet; thence N 88 deg 28 min 01 sec W, 163.14 feet to the point of beginning. Containing 136,002 square feet of land (3.12 acres) more or less.

EXHIBIT "C"

SUN POINTE VILLAGE, A CONDOMINIUM

Newly Declared Condominium Units

Unit 33, Sun Pointe Village, a Condominium

Unit 43, Sun Pointe Village, a Condominium

Unit 52, Sun Pointe Village, a Condominium

EXHIBIT "D"

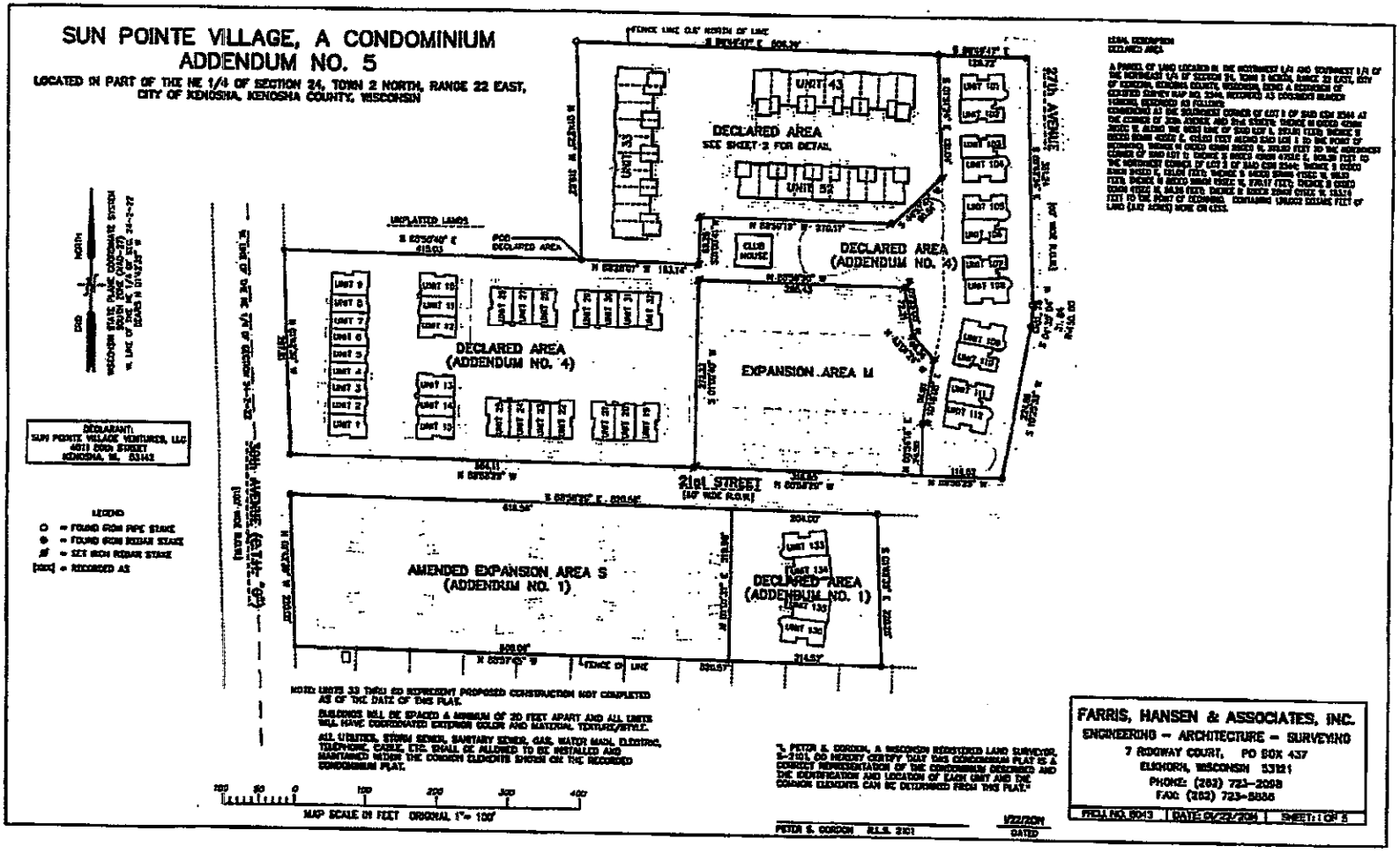
SUN POINT VILLAGE, A CONDOMINIUM

Addendum No. 5 to Condominium Plat

(attached hereto)

SUN POINTE VILLAGE, A CONDOMINIUM
ADDENDUM NO. 5

LOCATED IN PART OF THE NE 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST,
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN



LEGAL DESCRIPTION
DECLARED AREA

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN, BEING A REVISION OF CERTIFIED SURVEY MAP NO. 2344, RECORDED AS DOCUMENT NUMBER 1186852, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF LOT 2 OF SAID CSM 2344 AT THE INTERSECTION OF 30TH AVENUE AND 21st STREET; THENCE N 00°03'40" E ALONG THE WEST LINE OF SAID LOT 2, 283.00 FEET; THENCE S 89°56'20" E, 66.00 FEET ALONG SAID LOT 2 TO THE POINT OF BEGINNING; THENCE N 00°03'40" E ALONG SAID LOT 2, 615.03 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S 89°56'20" E, 809.39 FEET TO THE NORTHEAST CORNER OF LOT 2 OF SAID CSM 2344; THENCE S 00°03'40" W ALONG SAID LOT 2, 615.03 FEET; THENCE N 89°56'20" W, 809.39 FEET TO THE POINT OF BEGINNING. CONTAINING 498,000 SQUARE FEET OF LAND (11.43 ACRES) MORE OR LESS.

NOTE: UNITS 33 THRU 60 REPRESENT PROPOSED CONSTRUCTION NOT COMPLETED AS OF THE DATE OF THIS PLAT.

BUILDINGS WILL BE SPACED A MINIMUM OF 20 FEET APART AND ALL UNITS WILL HAVE COORDINATED EXTERIOR COLOR AND MATERIAL TEXTURE/STYLE.

ALL UTILITIES, STORM SEWER, SANITARY SEWER, GAS, WATER MAIN, ELECTRIC, TELEPHONE, CABLE, ETC. SHALL BE ALLOWED TO BE INSTALLED AND MAINTAINED WITHIN THE COMMON ELEMENTS SHOWN ON THE RECORDED CONDOMINIUM PLAT.

I, PETER S. GORDON, A WISCONSIN REGISTERED LAND SURVEYOR, S-2101, DO HEREBY CERTIFY THAT THIS 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 THIS PLAT.

PETER S. GORDON R.L.S. 2101 — DATED

VERSION

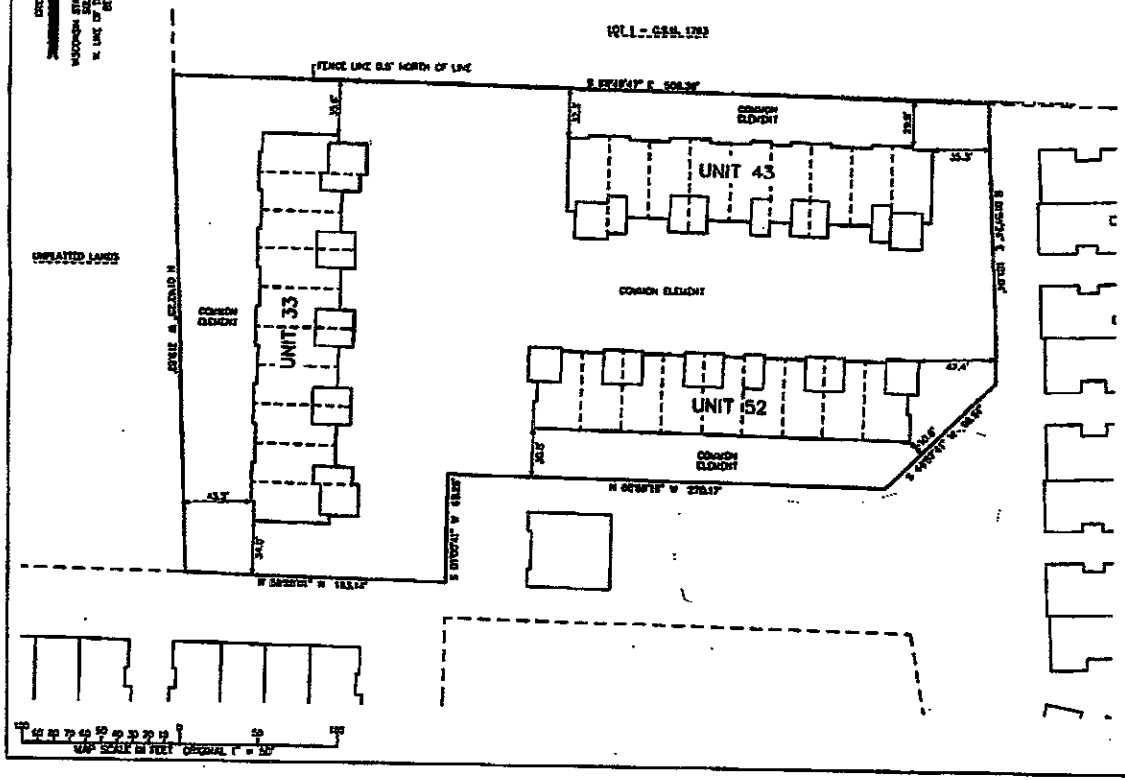
FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING – ARCHITECTURE – SURVEYING
7 RODWAY COURT, PO BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2098
FAX: (262) 723-5535

FHA JOB NO. 8043 | DATE: 04/22/2024 | SHEET: 1 OF 5

4/5/2024 N:\Work\8043\Dwg\Condo\8043 1.A.P

SUN POINTE VILLAGE, A CONDOMINIUM
ADDENDUM NO. 5

LOCATED IN PART OF THE NE 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST,
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN



NOTE: UNITS 33 AND 52 REPRESENT PROPOSED CONSTRUCTION NOT COMPLETED AS OF THE DATE OF THIS PLAT.

BUILDINGS WILL BE SPACED A MINIMUM OF 20 FEET APART AND ALL UNITS WILL HAVE COORDINATED EXTERIOR COLOR AND MATERIAL TEXTURE/STYLE.

ALL UTILITIES, STORM SEWER, SANITARY SEWER, GAS, WATER MAIN, ELECTRIC, TELEPHONE, CABLE, ETC. SHALL BE ALLOWED TO BE INSTALLED AND MAINTAINED WITHIN THE COMMON ELEMENTS SHOWN ON THE RECORDED CONDOMINIUM PLAT.

ALL PATIOS, STOOPS, AND DRIVEWAYS ARE LIMITED COMMON ELEMENT.

AREAS 10' IN FRONT OF AND 10' TO THE REAR OF EACH UNIT IS LIMITED COMMON ELEMENT. AREAS 5' TO THE OUTSIDE (NOT ALONG PARTY WALLS) OF EACH UNIT IS LIMITED COMMON ELEMENT. SAID LIMITED COMMON ELEMENTS ARE FOR LANDSCAPING AND PLANTINGS.

ALL OTHER AREAS, EXCEPT THE UNITS, ARE COMMON ELEMENT.

THE FOREGOING IS A SUMMARY OF THE COMMON ELEMENTS AND IN THE EVENT OF A CONFLICT, THE CONDOMINIUM DECLARATION SHALL PREVAIL.

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING – ARCHITECTURE – SURVEYING
7 RIDGWAY COURT, PO BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2098
FAX: (262) 723-5888

PROJ NO. 6043 | DATE 01/28/2014 | SHEET 2 OF 5

2/5/2014 E:\Projects\6043\Drawings\CAD\ADDendum 5\SHEET_2_5

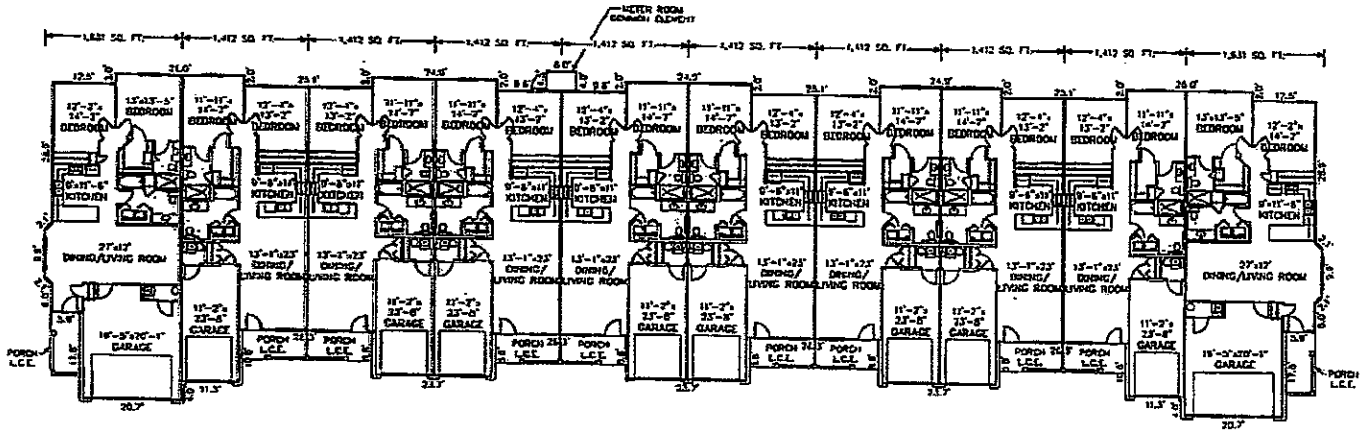
SUN POINTE VILLAGE, A CONDOMINIUM
ADDENDUM NO. 5

LOCATED IN PART OF THE NE 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST,
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

BUILDING DIAGRAM
UNIT 33

SCALE: 1/16"=1'

TOTAL AREA = 14,538 S.F.



NOTE: BUILDINGS AND OTHER IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION NOT COMPLETED AS OF THE DATE OF THIS PLAT.

ALL DIMENSIONS SHOWN ARE APPROXIMATE. SOME DIMENSIONS SHOW ROOM AVERAGES.

L.C.E. = LIMITED COMMON ELEMENT

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING – ARCHITECTURE – SURVEYING
7 RIDGWAY COURT, PO BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2098
FAX: (262) 723-5886

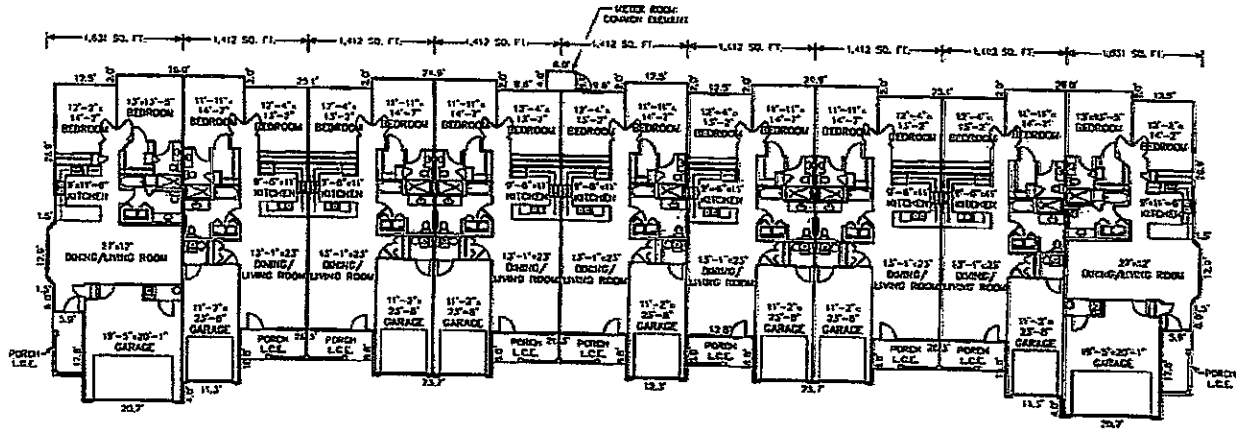
SUN POINTE VILLAGE, A CONDOMINIUM
ADDENDUM NO. 5

LOCATED IN PART OF THE NE 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST,
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

BUILDING DIAGRAM
UNIT 43

SCALE: 1/16"=1'

TOTAL AREA = 14,556 S.F.



NOTE: BUILDINGS AND OTHER IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION NOT COMPLETED AS OF THE DATE OF THIS PLAT.

ALL DIMENSIONS SHOWN ARE APPROXIMATE. SOME DIMENSIONS SHOW ROOM AVERAGES.

L.C.E. = LIMITED COMMON ELEMENT

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING – ARCHITECTURE – SURVEYING
7 RIDGWAY COURT, PO BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2068
FAX: (262) 723-5888

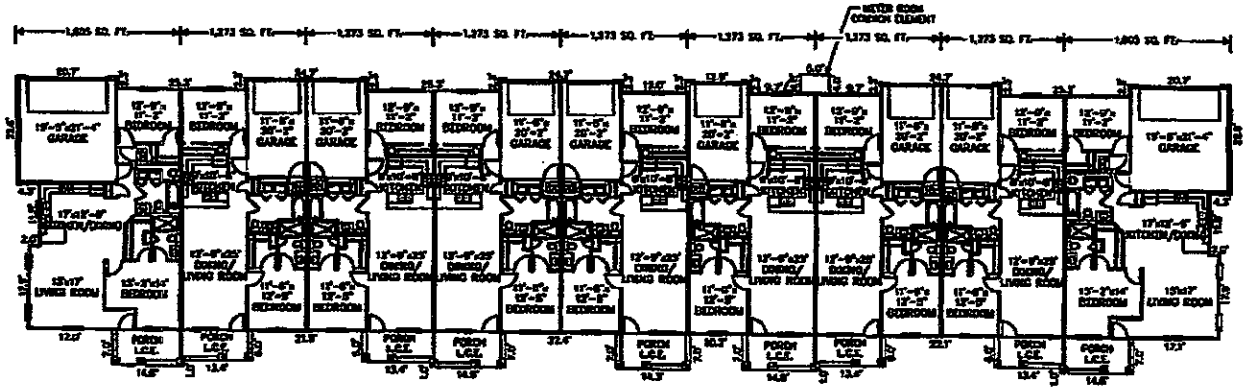
PROJ NO. 8043 | DATE 01/23/2014 | SHEET 4 OF 5

SUN POINTE VILLAGE, A CONDOMINIUM
ADDENDUM NO. 5

LOCATED IN PART OF THE NE 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST,
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

BUILDING DIAGRAM
UNIT 52

SCALE: 1/16"=1'
TOTAL AREA = 13,121 S.F.



NOTE: BUILDINGS AND OTHER IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION NOT COMPLETED AS OF THE DATE OF THIS PLAT.

ALL DIMENSIONS SHOWN ARE APPROXIMATE. SOME DIMENSIONS SHOW ROOM AVERAGES.

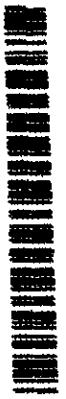
L.C.E. = LIMITED COMMON ELEMENT

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING – ARCHITECTURE – SURVEYING
7 RIDGWAY COURT, PO BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2098
FAX: (262) 723-5886

PROJ. NO. 5043 | DATE: 01/25/2016 | SHEET: 5 OF 5

Document Number	Document Title
	Sixth Amendment to Declaration of Condominium of Sun Pointe Village, a Condominium 12

Addendum No. 6 recorded
6-16-17 Doc # 1797934
Plat 6737



DOCUMENT
1797933
RECORDED
At Kenosha County, Kenosha WI 53140
Joellyn L. Storz, Register of Deeds
June 16, 2017 1:13 PM
$30.00
Pages 12

Return to:

Mills Enterprises, LLC
4011 80th Street
Kenosha, WI 53142

07-222-24-126-204
Parcel Identification Number

SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OF SUN POINTE VILLAGE, A CONDOMINIUM

THIS AMENDMENT executed on the date as indicated below, by MILLS ENTERPRISES, LLC, a Wisconsin Limited Liability Company (hereinafter the "Declarant").

RECITALS

A. WHEREAS, Declarant's predecessor Sun Pointe Village Ventures, LLC executed a Declaration of Condominium for Sun Pointe Village, a Condominium, recorded on June 19, 2007 with the Kenosha County Register of Deeds office as Document No. 1524562 (hereinafter the "Declaration"). Further, the Declaration and thereafter the First through Fifth Amendments to Declaration of Condominium for Sun Pointe Village, a Condominium, of record, created 48 units within the Condominium, all as described on the Exhibit "A" attached hereto.

B. WHEREAS, pursuant to a deed in lieu of foreclosure and an Amendment to the Declaration thereby assigning the Declarant's rights recorded with the office of the Register of Deeds for Kenosha County on December 26, 2008 as Document No. 1574720 in accordance with Section 15.08 of the Declaration, Sun Pointe Village Ventures, LLC assigned its Declarant's rights to the Declarant noted above.

C. WHEREAS, pursuant to Article XIII of the Declaration, the Declaration may be amended with the written consent of not less than two-thirds of the unit owners who hold at least two-thirds of the total voting interest held by all such unit owners with such percentage being computed as though the Condominium was fully expanded until the 10th Anniversary of the recording of the Declaration.

D. WHEREAS, the Declarant is the owner of 19 of the 48 declared units as described on Exhibit "A" and 63 out of 63 of the undeclared units reserved as expansion lands of the Condominium.

E. WHEREAS, Declarant desires to amend the Condominium Plat and the Declaration pursuant to the provisions of Article XIII and as more particularly set forth.

NOW, THEREFORE, Declarant does hereby state and declare as follows:

1. Expansion. Pursuant to Article VI "Right to Expand" of the Declaration, the Condominium is hereby expanded by adding thereto certain real property located within the City of Kenosha, Kenosha County, Wisconsin, presently platted as a portion of "Expansion Area S" and as more particularly described on the attached Exhibit "B".

2. New Units Created. Four (4) new units of the Condominium are hereby created. Those new units are identified on Exhibit "C" attached hereto and made a part hereof. Such new units shall be positioned as shown on Sun Pointe Village, a Condominium Addendum No. 6, a true and correct

copy of which is attached hereto as Exhibit "D" and made a part hereof, and from and after the date of the recording of this Sixth Amendment, such units shall be considered "Units" for all purposes set forth in the Declaration. Furthermore, Addendum No. 6 to the Condominium Plat attached hereto describes the design, location and number of buildings in Units to be constructed on the Expansion Lands and added to the Condominium pursuant to this Sixth Amendment.

3. Addendum No. 6 to Condominium Plat. Contemporaneously herewith, Declarant is recording the Sun Pointe Village, a Condominium Addendum No. 6, a copy of which has been affixed hereto as Exhibit "D".

4. New Percentage Interest. Upon the recording of this Fifth Amendment and Addendum No. 6 to the Condominium Plat, the percentage interest in the Common Elements appurtenant to each unit and calculated under Section 5.01 of the Declaration, shall be recalculated pursuant to Article V and Sections 6.03 and 6.05 of said Declaration.

5. Votes. The vote of each unit owner at meetings of the Sun Pointe Village Condominium Association, Inc., (hereafter the "Association") shall be equal to the percentage interest pertaining to each unit.

6. Incorporation, Dedications, Easements and Restrictive Covenants. All of the dedications, easements and restrictive covenants set forth on Sun Pointe Village, a Condominium Addendum No. 6 as attached hereto as Exhibit "D" are hereby incorporated herein by reference.

(Signatures contained on the following page)

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date set forth below.

Dated: February 24th, 2017

MILLS ENTERPRISES, LLC

By: _____
Stephen C. Mills, Member

By: _____
Martha L. Mills, Member

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this 24th day of February, 2017, Stephen C. Mills and Martha L. Mills, members of Mills Enterprises, LLC, who acknowledged the foregoing document for the purposes recited therein on behalf of Mills Enterprises, LLC.

Amanda Jean Stipek
Name: Amanda Jean Stipek
Notary Public, State of Wisconsin
My Commission expires 1/15/2018

This instrument was drafted by:
Mills Enterprises, LLC
By: Stephen C. Mills

AMANDA JEAN STIPEK
Notary Public
State of Wisconsin

EXHIBIT "A"

SUN POINTE VILLAGE, A CONDOMINIUM

Initial Units and Additional Units

- Units 33, 43 and 52, as numbered on Addendum No. 5.
- Units 1 through 15, inclusive as numbered on Addendum No. 4
- Units 19 through 32, inclusive as numbered on Addendum No. 3
- Units 101 through 112, inclusive as numbered on the Condominium Plat
- Units 133 through 136, inclusive as numbered on Addendum No. 1

EXHIBIT "B"

SUN POINT VILLAGE, A CONDOMINIUM

Legal Description of Expansion

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN, BEING A PART OF LOT 3 OF CERTIFIED SURVEY MAP NO. 2544, RECORDED AS DOCUMENT NUMBER 1496090, AND ALSO A PART OF THE AMENDED EXPANSION AREA "S" OF SUN POINT VILLAGE, A CONDOMINIUM ADDENDUM NO. 1, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 3 OF SAID CERTIFIED SURVEY MAP NO. 2544 AT THE SOUTHERLY RIGHT OF WAY LINE OF 21st STREET AND THE EASTERLY RIGHT OF WAY LINE OF 30th AVENUE; THENCE S 88°58'29" E, 525.29 FEET ALONG THE SOUTHERLY RIGHT OF WAY LINE OF 21st STREET TO THE POINT OF BEGINNING; THENCE CONTINUE, S 88°58'29" E, 91.27 FEET; THENCE S 01°01'31" W, 219.96 FEET TO THE SOUTH LINE OF SAID LOT 3; THENCE ALONG THE SOUTH LINE OF SAID LOT 3, N 88°57'45" W, 91.27 FEET; THENCE N 01°01'31" E, 219.94 FEET TO THE POINT OF BEGINNING. CONTAINING 20,074 SQUARE FEET (0.46 ACRES) OF LAND, MORE OR LESS.

EXHIBIT "C"

SUN POINTE VILLAGE, A CONDOMINIUM

Newly Declared Condominium Units

Units 129, 130, 131 and 132, Sun Pointe Village, a Condominium

EXHIBIT "D"

SUN POINT VILLAGE, A CONDOMINIUM

Addendum No. 6 to Condominium Plat

(attached hereto)

SUN POINTE VILLAGE, A CONDOMINIUM ADDENDUM NO. 6

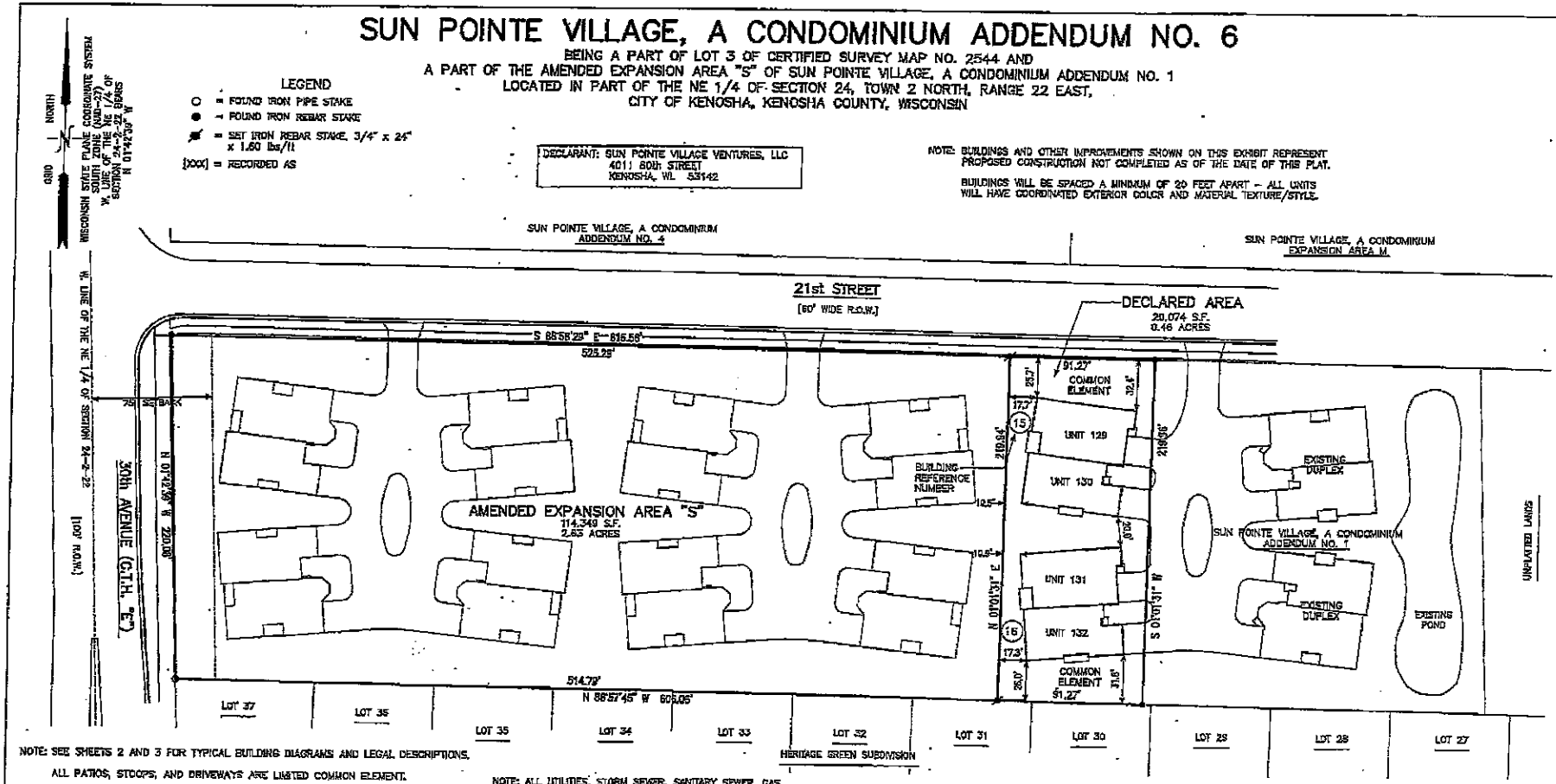
BEING A PART OF LOT 3 OF CERTIFIED SURVEY MAP NO. 2544 AND
A PART OF THE AMENDED EXPANSION AREA "S" OF SUN POINTE VILLAGE, A CONDOMINIUM ADDENDUM NO. 1
LOCATED IN PART OF THE NE 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST,
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

LEGEND
- ○ = FOUND IRON PIPE STAKE
- ● = FOUND IRON REBAR STAKE
- = SET IRON REBAR STAKE, 3/4" x 24" x 1.50 lbs/ft
- [xxx] = RECORDED AS

DECLARANT: SUN POINTE VILLAGE VENTURES, LLC
4011 80th STREET
KENOSHA, WI 53142

NOTE: BUILDINGS AND OTHER IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION NOT COMPLETED AS OF THE DATE OF THIS PLAT.

BUILDINGS WILL BE SPACED A MINIMUM OF 20 FEET APART – ALL UNITS WILL HAVE COORDINATED EXTERIOR COLOR AND MATERIAL TEXTURE/STYLE.



NOTE: SEE SHEETS 2 AND 3 FOR TYPICAL BUILDING DIAGRAMS AND LEGAL DESCRIPTIONS.

ALL PATIOS, STOOPS, AND DRIVEWAYS ARE LIMITED COMMON ELEMENT.

AREAS 10' IN FRONT OF AND 10' TO THE REAR OF EACH UNIT IS LIMITED COMMON ELEMENT. AREAS 5' TO THE OUTSIDE (NOT ALONG PARTY WALLS) OF EACH UNIT ARE LIMITED COMMON ELEMENT. SAID LIMITED COMMON ELEMENTS ARE FOR LANDSCAPING AND PLANTINGS.

ALL OTHER AREAS, EXCEPT THE UNITS, ARE COMMON ELEMENT.

THE FOREGOING IS A SUMMARY OF THE LIMITED COMMON ELEMENTS AND IN THE EVENT OF A CONFLICT, THE CONDOMINIUM DECLARATION SHALL PREVAIL.

50 25 0 50 100 150 200
MAP SCALE IN FEET – ORIGINAL 1"=50'

NOTE: ALL UTILITIES, STORM SEWER, SANITARY SEWER, GAS, WATER MAIN, ELECTRIC, TELEPHONE, CABLE, ETC. SHALL BE ALLOWED TO BE INSTALLED AND MAINTAINED WITHIN THE COMMON ELEMENTS SHOWN ON THIS RECORDED CONDOMINIUM PLAT.

PETER S. GORDON S-2101 ELKHORN, WI

"I, PETER S. GORDON, A WISCONSIN REGISTERED LAND SURVEYOR, S-2101, DO HEREBY CERTIFY THAT THIS 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 THIS PLAT."

PETER S. GORDON PLS 2101

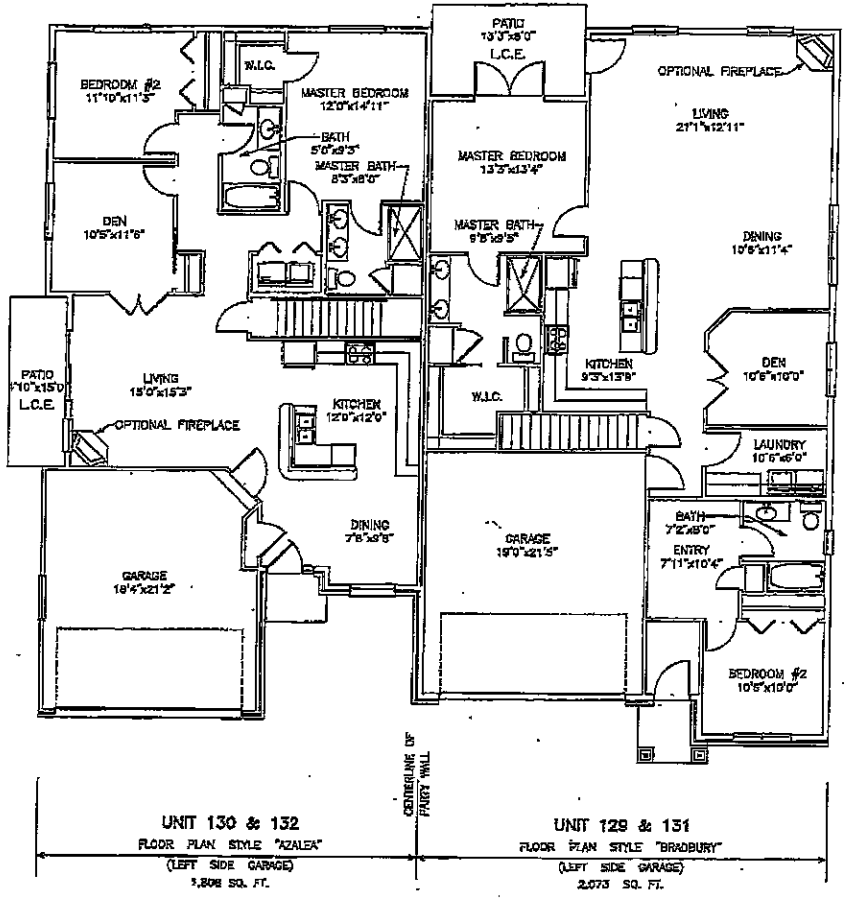
2-22-2017
DATED

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING – ARCHITECTURE – SURVEYING
7 RIDGWAY COURT, PO BOX 437
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2098
FAX: (262) 723-5886

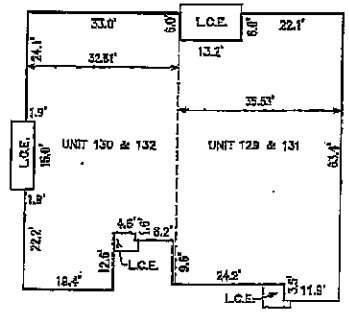
PROJ. NO.: 5043 | DATE: 2/2/2017 | SHEET 1 OF 3

SUN POINTE VILLAGE, A CONDOMINIUM ADDENDUM NO. 6

BEING A PART OF LOT 3 OF CERTIFIED SURVEY MAP NO. 2544 AND
A PART OF THE AMENDED EXPANSION AREA "S" OF SUN POINTE VILLAGE, A CONDOMINIUM ADDENDUM NO. 1
LOCATED IN PART OF THE NE 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST,
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN



TYPICAL BUILDING DIAGRAM
FIRST FLOOR
BUILDING #15 & #16
SCALE: 1/8"=1'-0"



TYPICAL BUILDING
DIMENSIONS
BUILDING #15 & #16
SCALE: 1"=20'



L.C.E. = LIMITED COMMON ELEMENT

NOTE: BUILDINGS AND OTHER IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION NOT COMPLETED AS OF THE DATE OF THIS PLAT.

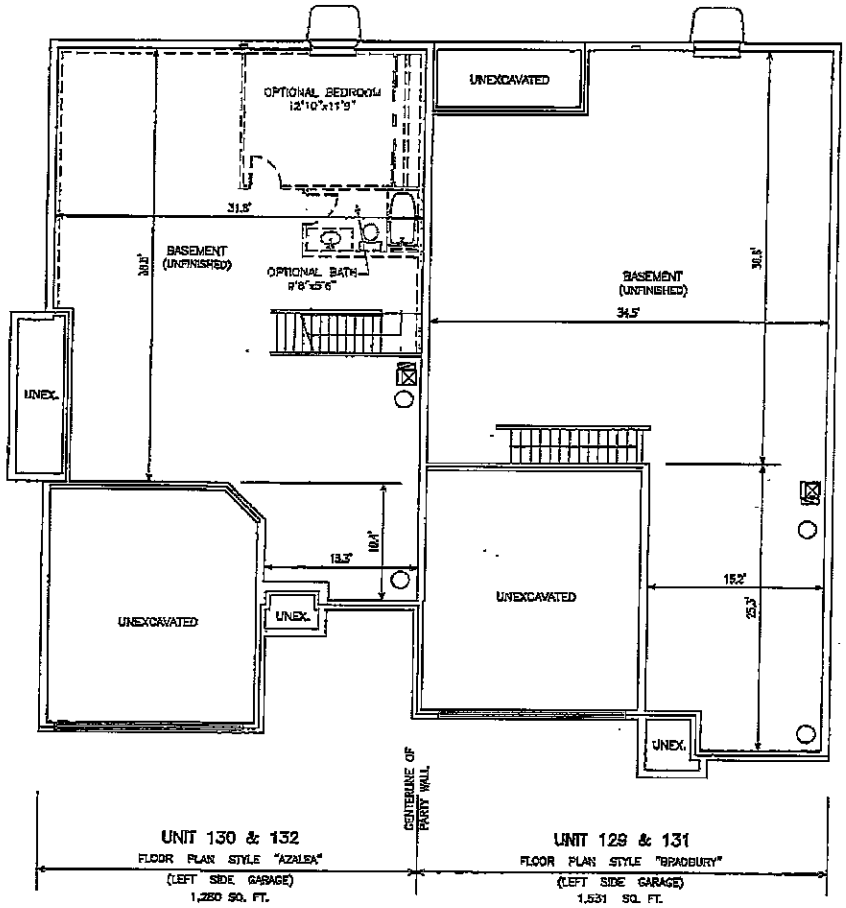
ALL DIMENSIONS SHOWN ARE APPROXIMATE. SOME DIMENSIONS SHOW ROOM AVERAGES.

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING — ARCHITECTURE — SURVEYING
7 RIDGWAY COURT, PO BOX 457
ELKHORN, WISCONSIN 53121
PHONE: (262) 723-2055
FAX: (262) 723-5555

PROJ. NO.: 5043	DATE: 2/2/2017	SHEET 2 OF 3

SUN POINTE VILLAGE, A CONDOMINIUM ADDENDUM NO. 6

BEING A PART OF LOT 3 OF CERTIFIED SURVEY MAP NO. 2544 AND
A PART OF THE AMENDED EXPANSION AREA "S" OF SUN POINTE VILLAGE, A CONDOMINIUM ADDENDUM NO. 1
LOCATED IN PART OF THE NE 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST,
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN



TYPICAL BUILDING DIAGRAM
BASEMENT
BUILDING #15 & #16

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

LEGAL DESCRIPTION – DECLARED AREA

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN, BEING A PART OF LOT 3 OF CERTIFIED SURVEY MAP NO. 2544, RECORDED AS DOCUMENT NUMBER 1486080, AND ALSO A PART OF THE AMENDED EXPANSION AREA "S" OF SUN POINT VILLAGE, A CONDOMINIUM ADDENDUM NO. 1, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF LOT 3 OF SAID CERTIFIED SURVEY MAP NO. 2544 AT THE SOUTHERLY RIGHT OF WAY LINE OF 21st STREET AND THE EASTERLY RIGHT OF WAY LINE OF 30th AVENUE; THENCE S 88°58'29" E, 525.29 FEET ALONG THE SOUTHERLY RIGHT OF WAY LINE OF 21st STREET TO THE POINT OF BEGINNING; THENCE CONTINUE, S 88°58'29" E, 91.27 FEET; THENCE S 01°01'31" W, 219.95 FEET TO THE SOUTH LINE OF SAID LOT 3; THENCE ALONG THE SOUTH LINE OF SAID LOT 3, N 88°57'45" W, 91.27 FEET; THENCE N 01°01'31" E, 219.94 FEET TO THE POINT OF BEGINNING. CONTAINING 20,074 SQUARE FEET (0.46 ACRES) OF LAND, MORE OR LESS.

LEGAL DESCRIPTION – AMENDED EXPANSION AREA

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN, BEING A PART OF LOT 3 OF CERTIFIED SURVEY MAP NO. 2544, RECORDED AS DOCUMENT NUMBER 1486080, AND ALSO A PART OF THE AMENDED EXPANSION AREA "S" OF SUN POINT VILLAGE, A CONDOMINIUM ADDENDUM NO. 1, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF LOT 3 OF SAID CERTIFIED SURVEY MAP NO. 2544 AT THE SOUTHERLY RIGHT OF WAY LINE OF 21st STREET AND THE EASTERLY RIGHT OF WAY LINE OF 30th AVENUE; THENCE S 88°58'29" E, 525.29 FEET ALONG THE SOUTHERLY RIGHT OF WAY LINE OF 21st STREET; THENCE S 01°01'31" W, 219.94 FEET TO THE SOUTH LINE OF SAID LOT 3; THENCE ALONG THE SOUTH LINE OF SAID LOT 3, N 88°57'45" W, 514.79 FEET TO THE EASTERLY RIGHT OF WAY OF 30th AVENUE; THENCE ALONG SAID N 01°42'39" W, 220.05 FEET TO THE POINT OF BEGINNING. CONTAINING 114,349 SQUARE FEET (2.63 ACRES) OF LAND, MORE OR LESS.

PETER S. GORDON S-2101 ELKHORN, WI LAND SURVEYOR

2/22/2017

NOTE: BUILDINGS AND OTHER IMPROVEMENTS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION NOT COMPLETED AS OF THE DATE OF THIS PLAT.

ALL DIMENSIONS SHOWN ARE APPROXIMATE. SOME DIMENSIONS SHOW ROOM AVERAGES.

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PHONE: (262) 723-2098
FAX: (262) 723-5888

PROJ. NO.: 6043 | DATE: 2/2/2017 | SHEET 3 OF 3

EXHIBIT "E"

REVISED LEGAL DESCRIPTION OF EXPANSION AREA "S"

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWN 2 NORTH, RANGE 22 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN, BEING A PART OF LOT 3 OF CERTIFIED SURVEY MAP NO. 2544, RECORDED AS DOCUMENT NUMBER 1496090, AND ALSO A PART OF THE AMENDED EXPANSION AREA "S" OF SUN POINT VILLAGE, A CONDOMINIUM ADDENDUM NO. 1, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 3 OF SAID CERTIFIED SURVEY MAP NO. 2544 AT THE SOUTHERLY RIGHT OF WAY LINE OF 21st STREET AND THE EASTERLY RIGHT OF WAY LINE OF 30th AVENUE; THENCE S 88°58'29" E, 525.29 FEET ALONG THE SOUTHERLY RIGHT OF WAY LINE OF 21st STREET; THENCE S 01°01'31" W, 219.94 FEET TO THE SOUTH LINE OF SAID LOT 3; THENCE ALONG THE SOUTH LINE OF SAID LOT 3, N 88°57'45" W, 514.79 FEET TO THE EASTERLY RIGHT OF WAY OF 30th AVENUE; THENCE ALONG SAID N 01°42'39" W, 220.08 FEET TO THE POINT OF BEGINNING. CONTAINING 114,349 SQUARE FEET (2.63 ACRES) OF LAND, MORE OR LESS.