Document # **2737456**
RACINE COUNTY REGISTER OF DEEDS
September 15, 2026 4:06 PM

Karie L. Pope

KARIE POPE
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: $30.00

Pages: 56

Drafted by and return to:

Racine City Attorney's Office
800 Center St, STE 122
Racine, WI 53403

30-56

(see attached)
Parcel Identification Number(s) (PIN)

Declaration of Lincoln-King Townhome Condominium, the Covenants, Conditions, Restrictions, and the By-Laws of Lincoln-King Townhome Owners Association

Article I

Recitals; Submission of Property; Definitions

Section 1.1 Recitals

1. The real property described in Exhibit A attached hereto (Condominium Plat) is located in the City of Racine, Racine County, State of Wisconsin.

2. Declarant, the Community Development Authority of the City of Racine, is the owner in fee simple of the Property and hereby submits the Property, together with a all improvements now or hereafter located thereon and all rights, privileges, easements, and appurtenances belonging thereto, to the condominium form of ownership under the Wisconsin Condominium Ownership Act, Wisconsin Statutes chapter 703, as amended from time to time, and declares that the Property shall be held, conveyed, encumbered, occupied, used, improved, and managed subject to this Declaration, the Condominium Plat, the included Bylaws, and all covenants, conditions, restrictions, easements, reservations, rights, obligations, and charges set

forth herein, all of which shall run with the title to the Property and shall bind Declarant, the Association, all Unit Owners, all occupants, all mortgagees, and all persons having or acquiring any right, title, or interest in the Condominium.

3. Declarant intends by this Declaration to establish:
    a. A system of property rights, obligations, and restrictions running with the land and binding upon all current and future Owners of Units within the Property; and
    b. A Wisconsin nonprofit, nonstock corporation or unincorporated association to be known as Lincoln-King Townhome Owners Association (the Association), which shall exercise powers of governance, administration, maintenance, enforcement, and collection of assessments for the benefit of the Owners and the community.

4. Declarant intends that this Declaration, which includes the By-Laws of the Association set forth in Article XI and following, shall constitute the principal governing documents of the community for purposes of Wisconsin law, including without limitation the Wisconsin Condominium Ownership Act, Wisconsin Statutes chapter 703 (to the extent applicable), and other applicable provisions of Wisconsin law.

Section 1.2 Submission of Property; Creation of Community

1. Declarant hereby declares that the Property, together with all improvements now or hereafter constructed thereon, shall be held, conveyed, encumbered, used, occupied, and improved subject to:
    a. The covenants, conditions, restrictions, easements, charges, and liens set forth in this Declaration, and
    b. The By-Laws of the Association contained herein, all of which shall run with the land and shall be binding upon and inure to the benefit of Declarant, the Association, and all persons having or acquiring any right, title, or interest in the Property or any portion thereof, and their respective heirs, successors, and assigns.

2. Declarant hereby creates and establishes, with respect to the Property, a planned community to be governed by the Association pursuant to this Declaration and the By-Laws.

3. The acceptance of a conveyance of a Unit in this community shall be deemed to grant to and vest in Declarant the power of attorney on the part of the Unit Owner to amend this Declaration and the Association's By-Laws to correct errors and omissions and/or to comply with any applicable laws as defined below.

Section 1.3 Name and Address

1. The name of the community is Lincoln-King Townhomes.

2. The name of the association is Lincoln-King Townhome Owners Association.

3. The current principal office of the Association shall be at 730 Washington Ave, Racine, WI 53403, or at such other place as may be designated by the Board of Directors from time to time.

Section 1.4 Definitions

For purposes of this Declaration and the By-Laws, the following terms shall have the meanings set forth below. Defined terms used in the singular include the plural, and vice versa, as the context requires.

1. **Applicable Laws** means all applicable federal, state, county, and local laws, ordinances, and regulations.

2. **Assessments** mean regular and special assessments for Common Expenses, charges, fines, and assessments for damages and penalties for violations of this Declaration and the Association's By-Laws and rules.

3. **Association** means Lincoln-King Townhome Owners Association, its successors and assigns, organized as a Wisconsin nonprofit, nonstock corporation or as an unincorporated association, as indicated in its organizational documents, which is the entity responsible for the administration and operation of the community and enforcement of this Declaration of Condominium and the By-Laws.

4. **Board or Board of Directors** means the duly elected or appointed governing body of the Association.

5. **By-Laws** means the By-Laws of the Association set forth in and following Article XI of this instrument, as the same may be amended from time to time in accordance with their terms and applicable law.

6. **Common Elements or Common Area** means all real property and improvements owned, leased, or otherwise held by the Association for the common use and benefit of the Owners, together with all easements, rights, and appurtenances thereto, including without limitation any property described as Common Area on the recorded subdivision plat(s) or site plan(s), and any other property designated as Common Elements in this Declaration. These Common Elements include but are not limited to:

    (a) The land on which the Units are located;

    (b) The foundations, beams, supports, main walls, siding, and roofs of the buildings;

    (c) The grounds, yards, and sidewalks;

    (d) All private back alleys will be considered common areas and the maintenance of the same will be the responsibility of the Association. The City of Racine will be responsible for any roadways, water utilities, sanitary sewer, storm sewer and detention facilities located with the City's rights-of-way; and

    (e) All other parts of the Property which are necessary or convenient to its existence, maintenance, and safety, or normally in common use.

7. **Common Expenses** means all costs and expenses incurred or reasonably anticipated to be incurred by or on behalf of the Association for the administration, operation, maintenance, repair, replacement, insurance, improvement, or protection of the Common Elements, the community, or the Association, and all costs reasonably allocated to the Association pursuant to this Declaration, the By-Laws, or applicable law, including reserves for future Common Expenses.

8. **Common Surpluses** means the balance of all income, rents, profits, and revenues from the Common Elements and facilities remaining after the deduction of Common Expenses.

9. **Condominium Plat** means the plat of the Lincoln-King Townhome Condominium, attached as Exhibit A, recorded or to be recorded in the office of the Register of Deeds for Racine County, Wisconsin, as the same may be amended from time to time.

10. **Declarant** means Community Development Authority of the City of Racine, and any successor or assign of Declarant to whom the rights of Declarant under this Declaration are expressly assigned by recorded instrument.

11. **Declaration** means this instrument, by which the Property is submitted to the provisions of the Act, and shall include such amendments, if any, to this instrument that are adopted from time to time pursuant to the terms of this Declaration.

12. **Governing Documents** means, collectively, this Declaration (including all exhibits and amendments), the By-Laws, the Articles of Incorporation or Organizational Documents of the Association, and all rules, regulations, and policies duly adopted by the Board from time to time.

13. **Improvement** means any building, structure, driveway, walkway, fence, wall, roof, sign, deck, patio, landscaping, or other improvement of any kind or nature located on any portion of the Property.

14. **Limited Common Elements** means those Common Elements designated in this Declaration, if any, as reserved for the exclusive use of one or more but less than all Unit Owners. Any fixture designed to serve a single Unit and located contiguous to the boundary of a Unit shall be deemed a Limited Common Element exclusively for that Unit.

15. **Majority or Majority of Unit Owners** means the Unit Owners with more than 50% of the votes in accordance with the votes assigned in the Declaration to the Units for voting purposes.

16. **Mortgage** means any mortgage, deed of trust, or other security instrument encumbering a Unit, and Mortgagee means any holder, whether institutional or private, of such a security interest.

17. **Occupant** means any person in actual possession of a Unit, whether as Owner, tenant, family member, guest, or otherwise.

18. **Owner** or **Unit Owner** means the record owner, whether one or more persons or entities, of fee simple title to a Unit, but excluding persons or entities having only an interest in a Unit as security for the performance of an obligation. In the case of a land contract, the vendee shall be deemed the Owner.

19. **Percentage Interest** means the allocated share or fraction of Common Expenses, voting rights, and other allocated interests assigned to each Unit, as set forth in Article IV of this Declaration.

20. **Person** means an individual, corporation, partnership, limited liability company, association, trustee, or other legal entity.

21. **Plat** means the Plat of Survey attached to the Declaration as Exhibit A.

22. **Property** or **Development** means the real estate legally described on Exhibit A attached hereto, together with such additional real estate as may hereafter be submitted to this Declaration by duly recorded supplemental declaration(s), if applicable.

23. **Rules and Regulations** means rules, regulations, procedures, policies, and guidelines adopted by the Board as provided in this Declaration and the By-Laws and as amended from time to time.

24. **Unit** means a separately owned residential lot or dwelling unit within the Property intended for private and independent use as a single-family residence, together with such appurtenant rights as are described in this Declaration. The exact identification and boundaries of each Unit are set forth in Article III, Exhibit A, or other recorded instruments referenced herein.

25. **Voting Member** means, with respect to each Unit, the Owner entitled to cast the votes allocated to that Unit, or such person as may be designated under the By-Laws to exercise voting rights for that Unit.

Article II

Description Of Property; Exhibit A; General Plan of Development

Section 2.1 Legal Description of Property

1. The legal description of the Property is set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

2. The Property shall include:

a. The lots or units as shown on the recorded plat(s) or surveys(s), each constituting a Unit for purposes of this Declaration; and

b. All Common Elements as defined herein.

Section 2.2 General Plan of Development

1. Declarant intends to develop the Property as a residential community consisting of:

a. 33 Units, together with Common Elements and such other improvements as Declarant or the Association may provide.

b. Nothing in this section shall limit the number of Units exceeding 33 if later desired.

2. The Property shall be developed substantially in accordance with:

a. The Condominium Plat recorded in the office of the Register of Deeds of Racine County, Wisconsin; and

b. Any site plans, development agreements, or similar documents approved by the applicable governmental authorities.

Section 2.3 Additional Property; Annexation (If Applicable)

1. Declarant reserves the right, but not the obligation, for a period of 2 years, to subject additional real property to this Declaration by recording one or more supplemental declarations describing such property and designating the allocation of Units and Common Elements therein.

2. Any annexation shall:

a. Be consistent with Applicable Laws;

b. Identify the additional property by legal description; and

c. Specify the resulting changes, if any, to Percentage Interests and Common Expenses allocation in accordance with Article IV.

d. Upon the recording of any such supplemental declaration, the property described therein shall be deemed part of the Property and subject to this Declaration for all purposes.

Article III

Units; Common Elements; Limited Common Elements; Easements

Section 3.1 Units

1.The community shall initially consist of 33 dwellings as identified on the recorded Condominium Plat and as further described, if applicable, in Exhibit A.

2. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes as follows:

(a) The upper horizontal boundary of each Unit shall be the lower surface of the unfished ceiling of the second floor of the Unity extended to an intersection with the vertical boundaries;

(b) The lower horizontal boundary of each Unit shall be the plane of the upper surface of the unfinished floor extended to an intersection with the vertical boundaries; and

(c) The vertical boundaries of each Unit shall be the plane of the drywall exposed to the interior of the Unit

(d) The attached garage area connected and providing direct access to such Unit enclosed and bounded by the horizontal and vertical planes as follows:

(i) The upper horizontal boundary of each garage shall be the lower surface of the unfinished ceiling extended to the intersection with the vertical boundaries.

(ii) The lower horizontal boundary shall be the plane of the upper surface of the unfinished floor extended to an intersection with the vertical boundaries; and

(iii) The vertical boundaries of each garage shall be the plane of the drywall exposed to the interior of the garage.

3. Notwithstanding the foregoing, all glass and other transparent and/or translucent material or screens covering windows and doors and the material covering other openings in the exterior walls of the Units shall be construed to be within the boundaries or limits and part of the Unit provided it is exclusively served by such windows, doors, and other openings.

4. Notwithstanding the foregoing, all pipes, wires, conduits, public utility lines, or other structural components running through the Unit exclusively serving that Unit, whether or not such items are located in the floors, ceilings, or perimeter or interior walls of the Unit, shall be construed to be within the boundaries or limits and part of the Unit.

5. Each Owner shall have fee simple title to his or her Unit, together with appurtenant undivided interests in the Common Elements and such easement rights as provided in this Declaration.

Section 3.2 Certain Structures Not Constituting Part of a Unit

1. No Unit Owner shall own any pipes, wires, conduits, public utility lines or other structural components running through the Unit that serve more than one Unit, whether or not such items are located in the floors, ceilings, or perimeter or interior walls of the Unit, except as a tenant-in-common with all other Unit Owners. The foregoing in this Section shall be considered Common Elements.

Section 3.3 Dimensions

1. It is expressly stipulated, and each and every purchaser of a Unit, Unit Owner, and their respective heirs, executors, administrators, assigns, successors, and grantees acknowledge, that the square footage, size and dimensions of each Unit as described, set out and shown in this instrument, are approximate and are shown for descriptive purposes only, and that Declarant does not warrant, represent or guarantee that any Unit actually contains the area, square footage, or

dimensions shown in this instrument. Each purchaser of a Unit expressly waives any claim or demand which they may have against Declarant on account of any difference, shortage, or discrepancy between the Unit as actually and physically existing and as is shown in this instrument.

Section 3.4 Common Elements

1. The Common Elements consist of all real property and improvements within the Property as defined in Article I.

2. The Common Elements shall be owned by the Association in fee simple or as otherwise provided in the Associations organizational documents, or shall be subject to easements and maintenance obligations in favor of the Association for the benefit of the Owners.

Section 3.5 Limited Common Elements (If Applicable)

1. Certain portions of the Common Elements may be designated as Limited Common Elements, as defined in Article I.

2. Unless otherwise expressly stated:

(a) Title to Limited Common Elements remains in the Association (or in the Owners of all Units as tenants in common), but

(b) The Unit(s) to which a Limited Common Element is assigned shall have exclusive use rights and shall bear such additional maintenance responsibilities as this Declaration or the Board may assign.

Section 3.6 No Severance of Ownership

1. In order to prevent severance of combined ownership, no Unit Owner shall execute any deed, mortgage, lease, or other instrument affecting title to the Unit or its Interest without including in such instrument both his or her interest in the Unit and corresponding percentage of ownership in the Common Elements. Whenever a Unit is conveyed, the corresponding percentage interest of ownership in the Common Elements shall be automatically included in the conveyance regardless of whether that interest is specifically set forth in the documents of conveyance.

Section 3.7 Use of the Common Elements

1. Each Unit Owner shall have the right to use the Common Elements in common with all other Unit Owners as may be required for ingress and egress to, and use, occupancy and enjoyment of Common Elements. Such rights shall extend to the Unit Owner and the members of the immediate family and guests and other authorized occupants and visitors of the Unit Owner. The use of the Common Elements and the rights of the Unit Owners with respect to the Common Elements shall be subject to and governed by the provisions of this Declaration and the By-Lawas and rules and regulations of the Board.

Section 3.8 Maintenance of the Common Elements: Common Expenses

1. Except as otherwise provided in this Declaration, the Association shall be responsible for the management, repair, alteration, and improvement of the Common Elements. Each Unit Owner shall pay their proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Elements (Common Expenses). Common Expenses shall be allocated and divided equally among all Units. Notwithstanding the foregoing, expenses associated with Limited Common Elements shall be levied against the Units to which such Limited Common Elements expenses appertain in proportion to each Unit's proportional interest in the Limited Common Elements. If a Unit Owner fails to pay such proportionate share when due, the Unit Owner shall be subject to the penalties detailed in this Declaration.

Section 3.9 Easements for Utilities

1. All public, semi-public or private utilities serving the Property are granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes, and wires and other equipment into, over, under, along, and on any portion of the Common Elements for the purpose of providing the Property with utility services, together with reasonable right of ingress to and egress from the Property for such purpose. Prior to the creation of the Board, Declarant may, and thereafter the Board may, grant other or additional temporary or permanent easements for utility or other purposes over, under, along, and on any portion of the Common Elements, and each Unit Owner grants Declarant prior to the creation of the Board and the Board thereafter an irrevocable power of attorney to execute, acknowledge, and record to register for and in the name of such Unit Owner, such instruments as Declarant or the Board deem necessary or appropriate to effectuate the foregoing. Easements are also declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, utility lines or structural components running through the walls of a Unit that service multiple Units as previously defined in this Article as a Common Element, whether or not such walls lie in whole or in part within the Unit boundaries.

Section 3.10 Easements to Run with the Land

1. All easements and rights described in this Declaration are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and bind Declarant, Declarant's successors and assigns, and any Unit Owner, purchaser, mortgagee and other person having an interest in all or any part of portion of the Property. Reference in any deed of conveyance or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights were recited fully and set forth in their entirety in such documents.

Section 3.11 Other Easements

1. A perpetual easement is granted for the free and uninterrupted access to the Property for any and all legally designated law enforcement agencies and fire departments for the performance of their duties.

2. A perpetual easement is granted for the free and uninterrupted access to the Property for any and all legally designated representatives of the United States Postal Service for the performance of their duties.

3. Easements will be granted, as required, to municipal agencies or private parties for the installation and maintenance of the water supply, sewer, and sanitation services and other utilities.

Article IV

Percentage Interests; Voting Rights; Allocation of Common Expenses

Section 4.1 Allocation of Percentage Interests

1. Each Unit is hereby assigned an equal Percentage Interest in the Common Elements and in the Common Expenses of the Association.

2. The Percentage Interests for all Units together shall total 100 percent.

3. The Percentage Interest of each Unit is 3.03%, but subject to amendment by Declarant or the Association in the event additional units are constructed and sold, providing the total percentage interest of each Unit total 100% with each Unit's interest being equal to all other individual Unit percentage interests.

4. Unless this Declaration or applicable law provides otherwise, Percentage Interests may not be altered except by an amendment of this Declaration adopted in accordance with Article XI and applicable Wisconsin statutes, and subject to any required compensation for changes in value where required by law.

Section 4.2 Voting Rights

1. Each Unit shall be allocated the number of votes in the Association as set forth in this Section.

2. By default, unless expressly provided otherwise:
   a. Each Unit shall be allocated one vote in the Association; and
   b. In the case of multiple Owners of a Unit, the Owners collectively shall be entitled to cast one vote and shall designate one Voting Member in accordance with the By-Laws.

3. The total voting power of the Association shall equal the sum of all votes allocated to all Units.

4. Declarant may, during a defined development period of 2 years from the recording of this instrument, reserve special voting rights, including weighted or class voting, to facilitate development, phasing, and completion of the community, provided such rights are consistent with Applicable Laws.

Section 4.3 Allocation of Common Expenses and Assessments

1. Common Expenses shall be assessed against the Units and the respective Owners in proportion to their Percentage Interests.

2. The Board may, to the extent permitted by this Declaration and applicable law:
   a. Allocate certain Common Expenses among fewer than all Units based on benefit received, usage, or location; and
   b. Establish separate cost centers or sub-associations for specific facilities or services.

Article V

Use Restrictions; Architectural Control; Nuisances

Section 5.1 Residential Use

1. Each Unit shall be used solely for residential purposes and for uses customarily incidental thereto, unless otherwise expressly permitted by this Declaration, zoning ordinances, or recorded instruments approved by the Association.

2. No Unit or portion of the Common Elements shall be used for any business, commercial, or professional purposes except:
   a. As expressly permitted for home occupations by the applicable municipal codes and ordinances; and
   b. As may be authorized by written approval of the Board, provided that such use:
      (i) Is incidental to the residential use,
      (ii) No customers/associates visit the unit or association property to conduct the work or business,
      (iii) Does not unreasonably increase traffic, parking, or noise, and
      (iv) Is otherwise consistent with the character of the community.
      (v) Is not a short-term rental (air bnb, VRBO, and similar uses).

3. No Unit or portion of the Common Elements shall be used for any use inconsistent with any recorded deed restrictions remaining in full power and effect. In the event of a conflict between the terms of this Declaration and the recorded deed restrictions, the deed restriction controls.

Section 5.2 Nuisances; Noise; Odors

1. No Owner, Occupant, or guest shall engage in any activity or maintain any condition within the Property that constitutes a nuisance or unreasonably interferes with the quiet use and enjoyment of other Units or the Common Elements.

2. No Owner, Occupant, or guest shall store or keep bicycles, play equipment/toys/games, cooking apparatus, or any other materials/items, on porches or any other exterior areas (private or common) when not in active use.

3. No Owner, Occupant, or guest shall store or keep furniture not designed or commercially sold as outdoor furniture outside at any time. Any furniture kept outdoors shall be placed within the confines of the covered front porch only.

4. No Owner, Occupant, or guest shall use window coverings that are not specifically, commercially, sold as such. Blankets, sheets, towels, and other similar materials are prohibited.

5. No Owner, Occupant, or guest shall install exterior décor (including lighting) more than 30 days before said season or holiday. Décor shall be removed no less than 30 days from the conclusion of the holiday or season it represented. Lights shall not blink, strobe, or flash between the hours of 10:00 PM and 7:00 AM.

6. Excessive noise, offensive odors, hazardous activities, or any other conditions deemed by the Board to materially interfere with the rights of others may be prohibited, regulated, or subject to enforcement action as provided in this Declaration and the By-Laws.

Section 5.3 Pets And Animals

1. The keeping of customary household pets may be permitted, subject to:
   a. All animals shall be kept inside and if outside, shall be always attended by an owner(s) or authorized care person if the owner is not present; and
   b. Keeping domesticated animals beyond that of two cats OR two dogs or a combination thereof, not to exceed two, shall require approval of the board; and
   c. Compliance with applicable municipal ordinances.

2. The Board may prohibit any animal that:
   a. Creates a persistent nuisance;
   b. Poses a danger or unreasonable risk to persons or property;
   c. Is otherwise incompatible with the community; or
   d. Is deemed a dangerous animal by the City of Racine.

3. Owners shall be responsible for:
   a. Prompt removal and proper disposal of solid pet waste;
   b. Preventing pets from causing property damage or undue noise; and
   c. Complying with all leash and control requirements imposed by the Association or by law.

Section 5.4 Parking; Vehicles

1. The Declarant or thereafter the Board may adopt Rules and Regulations governing:
   a. Parking locations and time limits;
   b. Prohibition or restriction of recreational vehicles, trailers, boats, and commercial vehicles; and
   c. Storage and repair of vehicles within the Property.

2. No inoperable vehicle, or vehicle without a current license plate or registration, shall be stored or kept on any portion of the Property except within an enclosed garage, unless otherwise authorized by the Board.

3. Vehicles, trailers, boats, recreational vehicles, or transport apparatus of any kind shall not be parked or stored in shared access drives or on unimproved (non-paved) surfaces unless actively loading and unloading. Vehicles not being attended to while loading or unloading will be towed or removed by the board.

Section 5.5 Signs and Flags

1. No sign, advertisement, or notice of any kind shall be displayed on any Unit or Common Elements without prior written approval of the Board, except:
   a. The United States flag and political signs; and
   b. Small, temporary For Sale or For Rent signs consistent with applicable law and the Rules and Regulations.

2. Freestanding flagpoles are prohibited. Flagpoles shall be attached to a porch column or building wall beneath the porch and shall not extend higher than the roofline of the porch. Total amount of flags displayed shall not exceed 15 square feet in size. Any mounting apparatus and the flag shall not extend into any common area, city right-of-way, or other owner(s) property. Flags shall be free from tears, tatters, fading, and other defects.

Section 5.6 Trash; Exterior Maintenance Standards

1. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate.

2. Owners shall maintain their Units, including the exterior improvements and landscaping, in a clean, safe, and attractive condition consistent with community standards and the Rules and Regulations.

3. Owners shall Place City trash and recycling collection bins at the street side curb of the property in front of their respective unit. These bins shall not be stored outside the garage and shall be at the curb line for collection no later than 7:00 a.m. on the scheduled day of collection and no sooner than 15 hours before 7:00 a.m. of such day (as required by City Ordinance Chapter 78-50(b) or subsequent revision).

4. The Board may adopt additional standards for exterior appearance, landscaping, and maintenance, and may enforce such standards as provided in Article IX.

Section5.7; Compliance with Law

All Owners and Occupants shall comply with:

1. This Declaration, the By-Laws, and the Rules and Regulations;
2. Applicable federal, state, and local laws, ordinances, codes, and regulations; and
3. Any permits, conditions, or approvals relating to the development or operation of the community.

Article VI

Architectural Control; Modifications and Improvements

Section 6.1 Architectural Control Committee or Board Authority

1. In order to preserve the architectural integrity and aesthetic quality of the community, no exterior alteration, addition, construction, reconstruction, or other improvement to any Unit or the Common Elements shall be commenced or maintained without:
    a. The prior written approval of an Architectural Control Committee appointed by the Board; or
    b. If no separate committee is appointed, the prior written approval of the Board itself.

2. The Board may adopt detailed architectural guidelines specifying:
    a. Permissible materials, colors, and styles;
    b. Standards for decks, fences, outbuildings, and landscaping; and
    c. Procedures for submitting and reviewing architectural applications.

3. Guidelines contradicting requirements of the City of Racine code of ordinances shall not be valid. One portion or section deemed to be invalid shall not invalidate the entire set of guidelines as adopted by the board.

4. The Following shall apply to all units, unless amended by the Board:
    a. Changes to color or texture of exterior building materials require approval by majority vote of the full association.
    b. Repairs shall be with the same material(s) or if a differing material is used it shall be identical in appearance, texture, and feel, being indiscernible from the original.
    c. Vinyl siding is prohibited.
    d. Fencing is prohibited.
    e. Enclosing front porches, including the railing structure is prohibited.

Section 6.2 Application and Review Procedures

1. Any Owner desiring to perform exterior work requiring Association approval shall submit a written application to the Architectural Control Committee or Board, accompanied by such plans, specifications, and other information as may be reasonably required.

2. The reviewing body shall:
    a. Consider the proposed work in light of the community's aesthetic standards, the harmony of external design, and the effect on neighboring properties; and
    b. Approve, approve with conditions, or deny the application within a reasonable time, consistent with any time frames established by the Board or applicable law.

Section 6.3 Standards; Non-Waiver

1. Approval or disapproval shall be based on subjective and objective criteria reasonably related to the community's character and standards.

2. Failure by the Association to enforce any provision or to disapprove of any nonconforming work shall not constitute a waiver of the right to enforce that provision or any other provision at any time thereafter, except to the extent limited by law.

Article VII

The Association; Organization; Powers and Duties

Section 7.1 Formation And Legal Status

1. The Association shall be organized as a Wisconsin nonprofit, nonstock corporation under Wisconsin Statutes chapter 181, or as an unincorporated association under applicable law, as determined by Declarant.
2. Membership in the Association shall consist exclusively of the Unit Owners within the Property.
3. The Association is the entity charged with the governance, operation, and administration of the Property and with the enforcement of this Declaration and the By-Laws.

Section 7.2 Membership

1. Each Owner shall automatically be a member of the Association by virtue of owning a Unit, and membership shall be appurtenant to and may not be separated from ownership of the Unit.
2. Membership shall automatically terminate when an Owner no longer holds title to a Unit.

Section 7.3 Powers of the Association

1. Subject to this Declaration, the By-Laws, and Applicable Law, the Association shall have all powers reasonably necessary or desirable to carry out its duties, including but not limited to:

a. Adopting and amending By-Laws and Rules and Regulations;

b. Collecting assessments for Common Expenses and enforcing assessment liens;

c. Owning, leasing, managing, maintaining, repairing, and improving the Common Elements;

d. Purchasing insurance for the benefit of the Association, its officers, directors, and Owners, as appropriate;

e. Contracting for goods and services;

f. Enforcing the provisions of this Declaration, the By-Laws, and the Rules and Regulations, including by legal action;

g. Imposing reasonable user fees, fines, and penalties consistent with Article XIII;

h. Borrowing money and pledging Association assets or future assessments, consistent with the By-Laws and applicable law;

i. Exercising any other powers conferred by its organizational documents or by Wisconsin law.

j. Have work done not being completed by individual unit owner(s) as required in Sec. 7.5 of this document and collect costs from owner(s) who fail to meet the requirements to cover the cost of the Association for having the work performed.

Section 7.4 Duties of the Association

The Association shall have the duty to:

1. Maintain and repair the Common Elements in a reasonably safe and attractive condition, subject to funding through assessments;
2. Prepare and adopt annual budgets of Common Expenses and establish assessments;
3. Establish and maintain reasonable reserves for future Common Expenses and capital replacements;
4. Maintain appropriate insurance coverages;
5. Keep reasonably detailed financial and other records available for inspection in accordance with the By-Laws and applicable law;
6. Enforce the Governing Documents in a fair and consistent manner.

Section 7.5 Duties of Individual Unit Owner(s)

Up to and including December 31, 2027, the duties below described in subsections 1-3 of this section shall be the responsibility of the Declarant. Starting January 1, 2028, the individual Unit Owners, or, if so decided, the Association as a Common Expense, shall have the following duties:

1. Always maintain yard area with lawn grasses less than 5 inches in height in front of porch areas and city parkway (as required by applicable law); in the event the unit is at the end of a building, side yard areas and adjacent city parkway shall be the responsibility of the unit owner(s). Planted prairie or native vegetation, shrubs, bushes, and trees are allowed to exceed this maximum height.

2. Public sidewalks, along with private drives and paved common areas shall have snow removed within 24 hours (as required by Racine Municipal Code Section 82-109 or subsequent revision).
   a. In the event a common area or private drive is adjacent to two units, the area shall be bisected in equal halves and be the responsibility of the adjacent unit owner.
   b. Sidewalks, paved common areas, and private drives adjacent to individual units are the responsibility of the unit owner(s) to have snow removed.

3. Exterior building materials and finishes on the outside of the unit are the responsibility of the unit owner(s) to maintain and keep in good working order and free from scuffs, damage, peeling paint, detaching materials, breaks, cracks, tears, or other defects.
   a. The only exception to this requirement is for the roof system (to include but not limited to elements such as, the soffit, shingles, underlayment, sheathing, flashing, ridge, drip edge, and fascia, gutters, eaves, and downspout system) which is Association property.

4. If the Association later chooses to utilize a third-party to conduct any or all of the maintenance of the lawns and snow removal on drives, public and private, the cost shall be considered a Common Expense and cost for such will be included in the Unit Owners' general Assessments as described in Article VIII.

5. Each Unit Owner is individually and fully responsible to maintain the interior of their individual unit(s) in good working order and free from damage, including the attached garage.

Article VIII

Assessments; Budget; Reserves; Lien For Assessments

Section 8.1 Obligation to Pay Assessments

1. Each Owner, by acceptance of a deed or other conveyance of a Unit, is deemed to covenant and agree to pay to the Association:
    a. Annual or periodic assessments for Common Expenses;
    b. Special assessments as authorized herein; and
    c. Any other lawful charges or fees imposed in accordance with this Declaration and the By-Laws.

2. All such assessments, together with interest, late charges, costs, and reasonable attorney fees incurred in collection, shall be a personal obligation of the Owner(s) and shall also be a lien on the Unit as provided in this Article.

Section 8.2 Annual Budget; Reserves; and Regular Assessments

1. Each year on or about December 1, or as soon after such date as reasonably practical, the Board shall estimate the total amount necessary to pay for the following calendar year all costs of taxes, materials, insurance, services, management fees, supplies, maintenance, repair, landscaping, fuel, power and other common utilities and Common Expenses, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements. As used in this Declaration, the estimate is known as the "Annual Budget." The Board shall, on or about December 15, or as soon thereafter as reasonably practical, notify each Unit Owner of constructed Units in writing of the Annual Budget. The notice shall contain a reasonable itemization including those items required by Wisconsin Statutes Section 703.161(2). The estimate set forth in the Annual Budget shall be assessed pro rata to the Unit Owners owning constructed and completed Units. On or before the date of the Annual Meeting of each calendar year, the Board shall supply to all the Unit Owners and itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid, together with a net amount over or short of the actual expenditures, plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Unit Owner's payment obligations to the next monthly installments due form Unit Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Unit Owner's payment obligations to the installments due in the succeeding months after rendering of the accounting as provided herein.

2. The Board shall build up and maintain a reasonable reserve for contingencies and replacements; however, no "Statutory Reserve Account," as defined in Chapter 703 of the Wisconsin Statutes, shall be maintained. The Board shall first change against such reserve all extraordinary expenditures not originally included in the annual estimate which may become

necessary during the year. If the Annual Budget proves inadequate for any reason, including because one or more Unit Owners fail to pay their Assessments, the Board may, at any time, levy a further Assessment (see Special Assessments below), which shall be assessed to the Unit Owners in the same proportion as the other general Assessments. The Board shall serve notice of such further Assessment of the Unit Owners, as provided in this Declaration and the By-Laws contained in Article XI, and such further Assessment shall become effective as provided herein. All such Unit Owners shall be obligated to pay the adjusted amount. At the time each constructed Unit is first occupied, the Unit Owner, other than Declarant, shall pay (in addition to the first monthly Assessment, to the manager or managing agent or as otherwise directed by the Board, or if the Board has not yet been established, to the Declarant, an amount equal to not less than two months' general Assessments (the "Initial Assessment Contribution"). The Initial Assessment Contribution shall be used and applied as an operating reserve for Common Expenses in the manner provided in this Declaration.

3. The Unit Owners shall pay annual general Assessments in 12 equal monthly installments, in advance, or on the first day of each month. Special Assessments for expenses incurred by the Association for any reason stated in this Declaration shall be due on the 15th day after a Unit Owner received a statement, or at such other time as may be established by the Board, and shall immediately be a personal liability of the Unit Owner and also a lien, until paid, against the Unit to which charged. Except for Declarant regarding the Initial Assessment Contribution provided above, no Unit Owner of a constructed Unity may exempt themselves from liability for his or her Assessments by waiver of the use of enjoyment of any of any of the Common Elements or by abandonment of their Unit.

Section 8.3 Special Assessments

1. In addition to regular assessments, the Board may levy Special Assessments as described in previous section, against all Units, or against fewer than all Units based on benefit received, when:
    a. Necessary to cover unexpected or non-recurring Common Expenses;
    b. Required to fund capital improvements to the Common Elements; or
    c. Needed to replenish reserves that have become inadequate.

2. The By-Laws may establish additional conditions or member approval requirements for certain special assessments.

Section 8.4 Lien for Assessments; Priority

1. Unpaid assessments, together with permitted charges, shall be secured by a lien on the Unit against which such assessments are levied, as provided by applicable Wisconsin law.

2. The assessment lien shall be prior to all other liens and encumbrances on a Unit except:
    a. Tax liens for real property taxes and assessments on the Unit; and
    b. Sums unpaid on a first Mortgage recorded prior to the date the assessment became delinquent, to the extent required by Wisconsin law.

3. The Association may:
   a. Record a notice of assessment lien in the Racine County Register of Deeds; and
   b. Enforce the lien by foreclosure or other lawful means, subject to statutory requirements.

Section 8.5 Collection; Personal Obligation

1. If any assessment or portion thereof is not paid when due, the amount due may bear interest at a rate not exceeding the maximum lawful rate, as established by the Board.

2. The Board may add reasonable late fees, collection costs, and attorney fees to the delinquent Owners account as permitted by law.

3. The Association may bring an action at law against the Owner personally obligated to pay the same and may pursue foreclosure of the assessment lien, or both, in addition to other remedies provided herein.

Article IX

Compliance; Enforcement; Remedies

Section 9.1 Obligation to Comply

1. Each Owner and Occupant shall comply strictly with:
   a. This Declaration and the included By-Laws, Rules and Regulations; and
   B. All lawful decisions and resolutions of the Board.

Section 9.2 Association Enforcement

1. The Association, acting through the Board, shall have the right to enforce, by any proceeding at law or in equity, the covenants, conditions, restrictions, and obligations contained in the Governing Documents, including, without limitation:
   a. Actions for damages;
   b. Actions for injunctive relief or specific performance;
   c. Assessment of fines or penalties in accordance with the Declaration and By-Laws and adopted enforcement policies; and
   d. Suspension of voting rights or use of Common Elements (other than rights of ingress and egress) for Owners in default, to the extent permitted by law.

2. Prior to imposing significant fines, suspensions, or similar sanctions, the Association shall follow reasonable procedures affording the alleged violator:
   a. Written notice of the alleged violation and the proposed sanction; and
   b. An opportunity for a hearing before the Board or a designated committee, all as further provided in the By-Laws or enforcement policies.

Section 9.3 Self-Help

1. In cases involving noncompliance with maintenance or repair obligations, and after reasonable notice and opportunity to cure, the Association may, but shall not be obligated to:

a. Enter upon the affected Unit; and

b. Perform or cause to be performed such work as is reasonably necessary to bring the Unit into compliance.

2. The cost of such work may be assessed against the Owners Unit as a specific Assessment collectible in the same manner as other Assessments.

3. Entry to the property shall be allowed upon adequate notice to the Unit Owner and all reasonable efforts taken to limit the disruption of the Unit Owner's enjoyment of the Unit.

Section 9.4 Cumulative Remedies; Non-Waiver

1. The remedies set forth herein shall be cumulative and not exclusive.

2. The failure of the Association or any Owner to enforce any provision of the Governing Documents shall not constitute a waiver of the right to enforce the same thereafter, except as limited by law.

Article X

Insurance; Damage; Reconstruction

Section 10.1 Insurance

1. The Association shall obtain and maintain such insurance coverage as the Board deems appropriate and as may be required by law, including, to the extent applicable and reasonably available:

a. Property insurance on Common Elements for full insurable replacement cost, subject to reasonable deductibles;

b. General liability insurance covering the Association, its directors, officers, and agents in the performance of their duties;

c. Directors and officers liability insurance;

d. Fidelity or crime coverage for persons handling Association funds;

e. Such other insurance as the Board may reasonably determine to be in the best interests of the community.

2. Unit Owners are required to obtain separate insurance for their Units and personal property, and for liability within their Units, as determined by the Board and consistent with applicable law.

Section 10.2 Damage or Destruction; Reconstruction

1. In the event of damage to or destruction of any Common Elements:

a. The Board shall determine, consistent with applicable law and the Governing Documents, whether and to what extent to repair, restore, or replace the damaged property; and

b. Insurance proceeds, if any, shall be applied to such repair or restoration or otherwise handled as provided in the By-Laws or as required by statute.

2. If the cost of repair or replacement exceeds available insurance proceeds and existing funds, the Association may levy special assessments to cover the deficiency in accordance with Article VIII.

Article XI

By-Laws of Lincoln-King Townhome Owners Association Administration and Governance

The following By-Laws are hereby adopted as the initial By-Laws of the Association. The By-Laws may be modified or restated from time to time as permitted herein and by applicable law.

Section 11.1 Purposes

The purposes of the Association include:

1. Administering and enforcing this Declaration, the By-Laws, and the Rules and Regulations;

2. Managing, operating, maintaining, and repairing the Common Elements;

3. Promoting the health, safety, welfare, and interests of the Owners and the community; and

4. Exercising all powers and performing all duties as may be necessary or appropriate to accomplish the foregoing purposes in accordance with Wisconsin law

Section 11.2 Membership

1. Membership in the Association shall consist exclusively of the Owners of Units in the Property, as set forth in Article VII.

2. Each Owner shall be a member in good standing so long as the Owner is current in the payment of all Assessments and otherwise in compliance with the Governing Documents, subject to any suspension provisions herein.

Section 11.3 Annual Meeting

1. The Association shall hold an annual meeting of the members at such time and place as the Board may determine, for the purpose of:

a. Electing directors;
b. Receiving reports on the affairs of the Association; and
c. Transacting such other business as may properly come before the meeting.

2. Written notice of the annual meeting shall be given to each Owner at least 10 days prior to the meeting, stating the date, time, place, and, to the extent required, the general nature of the business to be transacted.

Section 11.4 Special Meetings

1. Special meetings of the members may be called by the President or a majority of the Board; or

2. Notice of special meetings shall be given in the same manner as for annual meetings and shall state the purpose(s) of the meeting. No business shall be conducted at a special meeting except that stated in the notice.

Section 11.5 Quorum

1. Unless otherwise provided by Wisconsin law or this Declaration a quorum at any meeting of the members shall consist of Owners entitled to cast at least 2/3rds of the total votes in the Association, present in person or by proxy.

2. If a quorum is not present, the meeting may be adjourned and reconvened as permitted by law and the By-Laws.

Section 11.6 Voting; Proxies

1. Each Unit shall have the vote(s) allocated to that Unit as set forth in Article IV.

2. Votes may be cast in person or by proxy executed in writing by the Owner or by the Owners duly authorized attorney-in-fact, subject to any statutory limitations on proxy duration and revocability.

3. The Board may provide for voting by written ballot, electronic ballot, or other lawful means, as permitted by Wisconsin law.

4. Unless otherwise specified, action shall be authorized by a majority of the votes cast at a meeting at which a quorum is present.

Section 11.7 Board Of Directors

1. The affairs of the Association shall be managed by a Board of Directors consisting of five persons.

2. Directors shall be Owners or representatives of Owners, except to the extent that Declarant or its designees may serve as directors during an initial period of Declarant control, if provided for herein and consistent with section 703.15 of the Wis. Stats.

Section 11.8 Powers and Duties of the Board

The Board shall have all powers of the Association not reserved to the members, including but not limited to:

1. Adopting, amending, and enforcing Rules and Regulations;

2. Preparing, approving, and implementing the annual budget;

3. Levying and collecting assessments;

4. Hiring and supervising managing agents, contractors, and employees;

5. Instituting, defending, or settling legal proceedings in the Associations name;

6. Entering into contracts and agreements on behalf of the Association;

7. Appointing committees and delegating powers thereto, as appropriate.

Section 11.9 Election and Term of Office

1. Except for any directors appointed by Declarant during the Declarant control period, directors shall be elected by the members at annual meetings for staggered terms of 2 years, as specified in a Board resolution or an attached schedule.

2. Directors shall serve until their successors are duly elected and qualified, or until earlier resignation, removal, or death.

Section 11.10 Removal and Vacancies

1. Any director may be removed, with or without cause, by a vote of the members holding a majority of the votes cast at a meeting at which a quorum is present.

2. Vacancies on the Board may be filled by the remaining directors or by the members, as provided in the By-Laws.

Section 11.11 Officers

1. The officers of the Association shall typically include a President, Vice President, Secretary, and Treasurer, and such other officers as the Board may create.

2. Officers shall be elected by the Board from among the directors and shall have the duties and powers customarily associated with their offices and as further defined by the Board.

Section 11.12 Records and Inspection

I. The Association shall maintain complete and accurate records of:
    a. Its governing documents;

b. Minutes of meetings of the members and the Board;
c. Financial statements, budgets, and books of account;
d. Contracts, insurance policies, and other material documents.

2. Owners shall have the right, upon reasonable notice and during reasonable business hours, to inspect and copy such records as permitted by Wisconsin law and subject to reasonable limitations and fees adopted by the Board to protect privacy and confidentiality where appropriate.

Section 11.13 Fiscal Year; Accounts

1. The fiscal year of the Association shall be as determined by the Board.

2. The Board shall cause the Associations funds to be deposited in such financial institutions as it deems appropriate, and shall adopt appropriate financial controls for the safeguarding of funds.

Section 11.14 Rules and Regulations

1. The Board may adopt, amend, and repeal reasonable Rules and Regulations governing the use of the Common Elements and the conduct of Owners and Occupants, consistent with this Declaration and applicable law.

2. Rules and Regulations shall be effective upon being communicated to the Owners in writing.

Section 11.15 Amendment of Declaration and By-Laws

1. This Declaration including the By-Laws contained in this Article may be amended by an instrument in writing executed and acknowledged by the 2/3 of Unit Owners as specified herein and recorded with the Register of Deeds of Racine County, Wisconsin.

2. Any amendment that reallocates Percentage Interests, materially alters the allocation of Common Expenses, or otherwise significantly changes property rights shall comply with all applicable statutory requirements, which may include:
a. The consent of affected Owners; and
b. Compensation where required by law for amendments that reduce one Owners interest in Common Elements and increase another's, unless such right to compensation is lawfully waived in writing.

Section 11.16 Duration; Termination

1. The covenants, conditions, and restrictions set forth in this Declaration shall run with and bind the Property from the date this instrument is recorded unless terminated or modified in accordance with:
a. The provisions of this Declaration; and
b. Applicable Wisconsin law governing the termination or modification of such covenants.

1. Any termination of this Declaration shall require:
a. The affirmative vote of 2/3rd of Unit Owners; and

b. Compliance with all statutory procedures, including any requirements for judicial approval, notices to lienholders, and recordation of appropriate instruments.

Section 11.17 Severability

1. If any provision of this Declaration, the By-Laws, or subsequent Rules and Regulations is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction:

a. Such provision shall be deemed modified to the minimum extent necessary to render it valid and enforceable, if possible; and

b. The remaining provisions shall continue in full force and effect, to the extent not inconsistent with court rulings and applicable law.

Section 11.18 Conflict Among Documents; Hierarchy

1. In the event of any conflict or inconsistency among the Governing Documents, the following order of priority shall control, to the extent permitted by law:

a. This Declaration and included By-Laws (and any duly recorded amendments or supplemental declarations);

b. The Articles of Incorporation or organizational documents of the Association, if applicable;

d. The Rules and Regulations and any Board policies or resolutions.

2. In case of ambiguity, the Governing Documents shall be interpreted in a manner that:

a. Favors the preservation and protection of the Common Elements and the community as a whole;

b. Promotes the health, safety, and welfare of the Owners;

c. Is consistent with applicable Wisconsin law and the overall intent of this Declaration.

Section 11.19 Notices

1. Any notice required or permitted to be given under this Declaration shall be in writing and shall be deemed properly given if:

a. Delivered personally to the Owner;

b. Sent by mail, postage prepaid, to the Owners address on file with the Association; or

c. Delivered by any other method authorized by Wisconsin law and approved by the Board (including, where lawful, electronic delivery).\

2. The address of an Owner as reflected in the Associations records shall be conclusive for purposes of notice, absent written notice of a different address by the Owner to the Association.

Section 11.20 Governing Law; Venue

1. This Declaration and the By-Laws shall be governed by and construed in accordance with the laws of the State of Wisconsin.

2. Any judicial proceeding arising out of or relating to the Governing Documents or the affairs of the Association shall, to the maximum extent permitted by law, be brought in a state court of competent jurisdiction located in Racine County, Wisconsin, unless the parties otherwise agree or applicable law requires a different forum.

Section 11.21 Headings; Interpretation

1. The headings and titles of articles and sections in this Declaration and By-Laws are for convenience of reference only and shall not be used in construing or interpreting the provisions hereof.

2. References to articles, sections, and exhibits are to those of this instrument unless otherwise indicated.

3. The use of the masculine, feminine, or neuter gender and the singular or plural number shall include the others as the context may require.

Section 11.22 Execution; Recordation

1. This Declaration shall be executed by Declarant and acknowledged in the manner required for a conveyance of real property, and shall be recorded in the office of the Register of Deeds of Racine County, Wisconsin.

2. The effectiveness of this Declaration shall commence upon its recording, and recordation shall constitute constructive notice to all persons of the covenants, conditions, restrictions, easements, and other provisions herein contained.

Section 11.23 Declarant Rights; Transition

1. Declarant shall, for a limited period and to the extent consistent with 703.15 of the Wis. Stats., reserve certain special declarant rights, which include but are not limited to:

a. The right to appoint and remove directors and officers of the Association during an initial period of declarant control;

b. The right to complete improvements and to use portions of the Property for sales, leasing, and construction activities;

c. The right to subject additional real estate to this Declaration or to withdraw undeveloped real estate, as permitted by law and any local governmental approvals.

2. Declarant shall voluntarily surrender control of the Association to the Unit Owners thirty days after the sale of 75% of the common element interests to the purchasers. The Owners shall thereafter elect the Board.

3. Declarant rights that are not assigned to a successor or otherwise preserved in accordance with Wisconsin law shall lapse upon termination of the declarant control period

IN WITNESS WHEREOF, Declarant has caused this Declaration of Lincoln-King Townhome Condominium, the Covenants, Conditions, Restrictions, and the By-Laws of Lincoln-King Townhome Association to be executed as of the 4th day of September, 2026.

Community Development Authority of the City of Racine, a body politic

By: _____
Name: Jeffrey Hintz
Title: Acting Director

AMANDA KALLIE NOTARY PUBLIC STATE OF WISCONSIN

STATE OF WISCONSIN
COUNTY OF RACINE

On this 4th day of September, 2026, before me, the undersigned Notary Public, personally appeared Jeffrey Hintz, the Acting Director of the Community Development Authority of the City of Racine, a body politic, who acknowledged that he/she executed the foregoing instrument on behalf of said entity by authority of its governing documents.

_____
Notary Public, State of Wisconsin

My Commission (expires/is) 11-13-2028

Drafted by: Assistant City Attorney Brian Van Schyndel

LEGAL DESCRIPTION

All of Certified Survey Map No. 3685, recorded in the office of the Register of Deeds for Racine County, Wisconsin on July 23, 2026 as Document No. 2733235, being that part of the Southwest 1/4 of the Northwest 1/4 of Section 9, Township 3 North, Range 23 East, of the Fourth Principal Meridian, in the City of Racine County of Racine and State of Wisconsin.

All of Certified Survey Map No. 3686, recorded in the office of the Register of Deeds for Racine County, Wisconsin on July 23, 2026 as Document No. 2733235, being that part of the Southeast 1/4 of the Northeast 1/4 of Section 8 and the Southwest 1/4 of the Northwest 1/4 of Section 9, all in Township 3 North, Range 23 East, of the Fourth Principal Meridian, in the City of Racine County of Racine and State of Wisconsin.

All of Certified Survey Map No. 3687, recorded in the office of the Register of Deeds for Racine County, Wisconsin on July 23, 2026 as Document No. 2733235, being that part of the Northeast 1/4 of the Southeast 1/4 of Section 8, Township 3 North, Range 23 East, of the Fourth Principal Meridian, in the City of Racine County of Racine and State of Wisconsin.

All of Certified Survey Map No. 3688, recorded in the office of the Register of Deeds for Racine County, Wisconsin on July 23, 2026 as Document No. 2733235, being that part of the Southeast 1/4 of the Northeast 1/4 of Section 8 and the Southwest 1/4 of the Northwest 1/4 of Section 9, all in Township 3 North, Range 23 East, of the Fourth Principal Meridian, in the City of Racine County of Racine and State of Wisconsin.

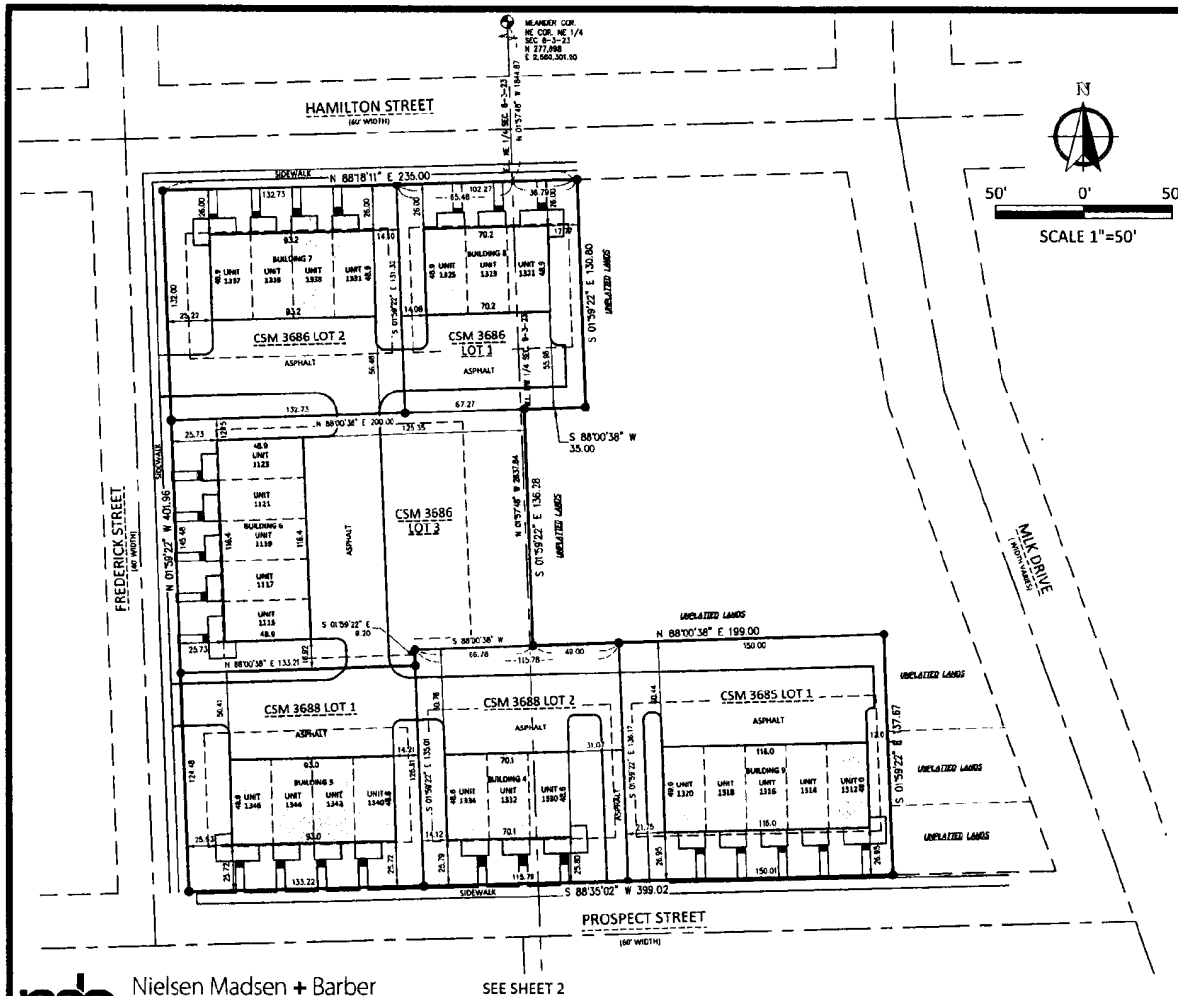
All of Certified Survey Map No. 3690, recorded in the office of the Register of Deeds for Racine County, Wisconsin on August 18, 2026 as Document No. 2735298, being that part of the Southeast 1/4 of the Northeast 1/4 of Section 8, Township 3 North, Range 23 East, of the Fourth Principal Meridian, in the City of Racine County of Racine and State of Wisconsin.

Parcel Identification Numbers (PIN)

276-00-00-02643-017 – Commonly known as 1417 West Street
276-00-00-02643-009 – Commonly known as 1409 West Street
276-00-00-02643-011 – Commonly known as 1411 West Street
276-00-00-02643-013 – Commonly known as 1413 West Street
276-00-00-02643-015 – Commonly known as 1415 West Street
276-00-00-02608-001 – Commonly known as 1000 Wilson Street
276-00-00-02608-002 – Commonly known as 1002 Wilson Street
276-00-00-02608-004 – Commonly known as 1004 Wilson Street
276-00-00-02608-006 – Commonly known as 1006 Wilson Street
276-00-00-02608-008 – Commonly known as 1008 Wilson Street
276-00-00-02608-010 – Commonly known as 1010 Wilson Street
276-00-00-02599-001 – Commonly known as 1028 Wilson Street
276-00-00-02599-018 – Commonly known as 1018 Wilson Street
276-00-00-02599-020 – Commonly known as 1020 Wilson Street
276-00-00-02599-022 – Commonly known as 1022 Wilson Street

276-00-00-02599-024 – Commonly known as 1024 Wilson Street
276-00-00-02599-026 – Commonly known as 1026 Wilson Street
276-00-00-03120-028 – Commonly known as 1328 Prospect Street
276-00-00-03120-030 – Commonly known as 1330 Prospect Street
276-00-00-03120-032 – Commonly known as 1332 Prospect Street
276-00-00-03120-034 – Commonly known as 1334 Prospect Street
276-00-00-03176-038 – Commonly known as 1338 Prospect Street
276-00-00-03176-040 – Commonly known as 1340 Prospect Street
276-00-00-03176-042 – Commonly known as 1342 Prospect Street
276-00-00-03176-044 – Commonly known as 1344 Prospect Street
276-00-00-03176-046 – Commonly known as 1346 Prospect Street
276-00-00-03120-028 – Commonly known as 1127 Frederick Street
276-00-00-03181-015 – Commonly known as 1115 Frederick Street
276-00-00-03181-017 – Commonly known as 1117 Frederick Street
276-00-00-03181-019 – Commonly known as 1119 Frederick Street
276-00-00-03181-021 – Commonly known as 1121 Frederick Street
276-00-00-03181-023 – Commonly known as 1123 Frederick Street
276-00-00-03185-029 – Commonly known as 1329 Hamilton Street
276-00-00-03185-031 – Commonly known as 1331 Hamilton Street
276-00-00-03185-033 – Commonly known as 1333 Hamilton Street
276-00-00-03185-035 – Commonly known as 1335 Hamilton Street
276-00-00-03185-037 – Commonly known as 1337 Hamilton Street
276-00-00-03188-027 – Commonly known as 1327 Hamilton Street
276-00-00-03188-021 – Commonly known as 1321 Hamilton Street
276-00-00-03188-023 – Commonly known as 1323 Hamilton Street
276-00-00-03188-025 – Commonly known as 1325 Hamilton Street
276-00-00-03188-022 – Commonly known as 1322 Prospect Street
276-00-00-03188-012 – Commonly known as 1312 Prospect Street
276-00-00-03188-014 – Commonly known as 1314 Prospect Street
276-00-00-03188-016 – Commonly known as 1316 Prospect Street
276-00-00-03188-018 – Commonly known as 1318 Prospect Street
276-00-00-03188-020 – Commonly known as 1320 Prospect Street

EXHIBIT A



N

50' 0' 50'

SCALE 1"=50'

LINCOLN-KING TOWNHOME CONDOMINIUM

SITE SURVEY / BUILDING EXTERIOR

CITY OF RACINE, COUNTY OF RACINE AND STATE OF WISCONSIN

Legal Description

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All of Certified Survey Map No. 3690, recorded in the office of the Register of Deeds for Racine County, Wisconsin on August 18, 2026 as Document No. 2735298, being that part of the Southeast 1/4 of the Northeast 1/4 of Section 8, Township 3 North, Range 23 East, of the Fourth Principal Meridian, in the City of Racine County of Racine and State of Wisconsin.

WISCONSIN
KALVIN K. KLINECK
S-3022
RACINE WI
LAND SURVEYOR

NOTES

BEARINGS BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1983/2011. THE EAST LINE OF THE NE 1/4 OF SECTION 8-3-23 IS ASSUMED TO BEAR N 01°57'48" W.

ZONING OF PARCELS IS R-3
SETBACKS: 25' STREET, 35' REAR, 6' SIDE, 12' CORNER

LEGEND

- ● 3/4" O.D. REBAR - 1.50 LBS. / LIN. FT. - SET
- ⊗ 3/4" O.D. REBAR - FOUND
- ○ 1-1/4" O.D. IRON PIPE - FOUND
- ⊠ 2" O.D. IRON PIPE - FOUND
- 7" SPIKE FOUND
- ⊕ CONC. MON. W / BRASS CAP - FOUND
- ▣ CAST IRON MON. W / BRASS CAP FOUND
- LIMITED COMMON AREA

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2025.0022.01

BUILDING 1 - LOT 1 CSM No. 3687 - 1417 West St.
Parcel ID 276-00-00-02643-017

UNIT	ADDRESS	PARCEL ID
1409	1409 West St	02643009
1411	1411 West St	02643011
1413	1413 West St	02643013
1415	1415 West St.	02643015

BUILDING 2 - LOT 2 CSM No. 3690 - 1000 Wilson St.
Parcel ID 276-00-00-02608-001

UNIT	ADDRESS	PARCEL ID
1002	1002 Wilson St.	02608002
1004	1004 Wilson St.	02608004
1006	1006 Wilson St.	02608006
1008	1008 Wilson St.	02608008
1010	1010 Wilson St.	02608010

BUILDING 3 (EXPANSION AREA) -LOT 1 CSM No. 3690 - 1028 Wilson St.
Parcel ID 276-00-00-02599-001

UNIT	ADDRESS	PARCEL ID
1018	1018 Wilson St.	02599018
1020	1020 Wilson St.	02599020
1022	1022 Wilson St.	02599022
1024	1024 Wilson St.	02599024
1026	1026 Wilson St.	02599026

BUILDING 4 - LOT 2 CSM No. 3688 - 1328 Prospect St.
Parcel ID 276-00-00-03120-028

UNIT	ADDRESS	PARCEL ID
1330	1330 Prospect St.	03120030
1332	1332 Prospect St.	03120032
1334	1334 Prospect St.	03120034

BUILDING 5 - LOT 1 CSM No. 3688 - 1338 Prospect St.
Parcel ID 276-00-00-03176-038

UNIT	ADDRESS	PARCEL ID
1340	1340 Prospect St.	03176040
1342	1342 Prospect St.	03176042
1344	1344 Prospect St.	03176044
1346	1346 Prospect St.	03176046

BUILDING 6 - LOT 3 CSM No. 3686 - 1127 Frederick St.
Parcel ID 276-00-00-03120-028

UNIT	ADDRESS	PARCEL ID
1115	1115 Frederick St.	03183015
1117	1117 Frederick St.	03183017
1119	1119 Frederick St.	03183019
1121	1121 Frederick St.	03183021
1123	1123 Frederick St.	03183023

BUILDING 7 - LOT 2 CSM No. 3686 - 1329 Hamilton St.
Parcel ID 276-00-00-03185-029

UNIT	ADDRESS	PARCEL ID
1331	1331 Hamilton St.	03185031
1333	1333 Hamilton St.	03185033
1335	1335 Hamilton St.	03185035
1337	1337 Hamilton St.	03185037

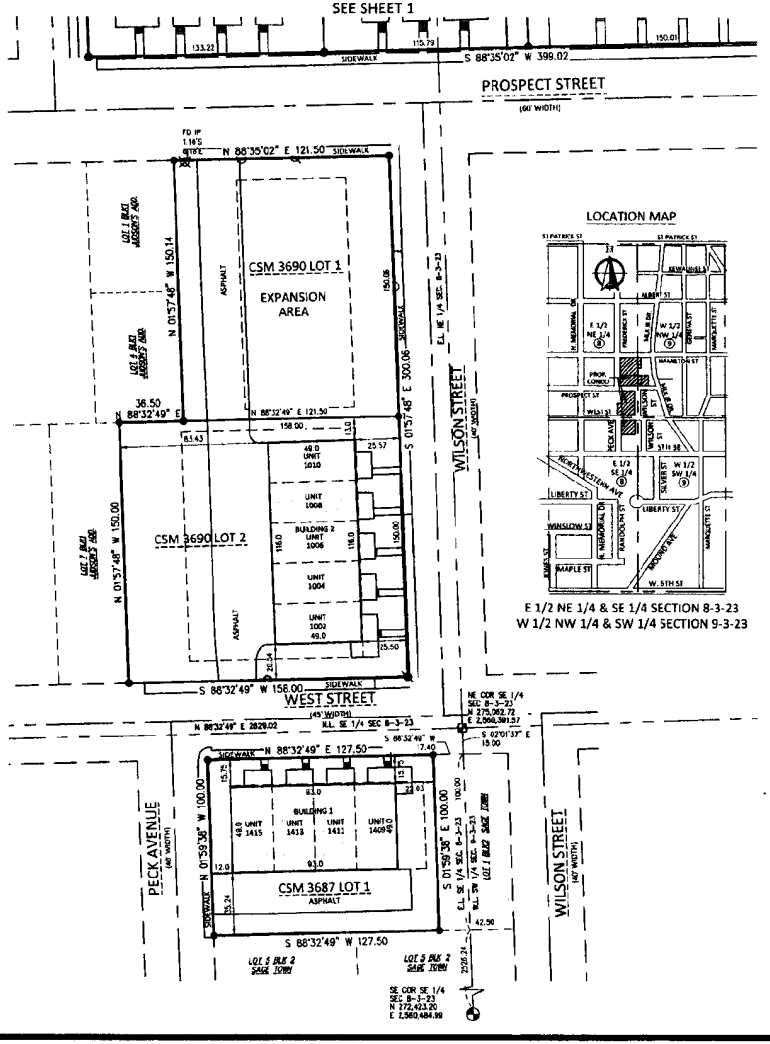
BUILDING 8 - LOT 1 CSM No. 3686 - 1327 Hamilton St.
Parcel ID 276-00-00-03188-027

UNIT	ADDRESS	PARCEL ID
1321	1321 Hamilton St.	03188021
1323	1323 Hamilton St.	03188023
1325	1325 Hamilton St.	03188025

BUILDING 9 - LOT 1 CSM No. 3685 - 1322 Prospect St.
Parcel ID 276-00-00-03188-022

UNIT	ADDRESS	PARCEL ID
1312	1312 Prospect St.	03118012
1314	1314 Prospect St.	03118014
1316	1316 Prospect St.	03118016
1318	1318 Prospect St.	03118018
1320	1320 Prospect St.	03118020

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LOCATION MAP

E 1/2 NE 1/4 & SE 1/4 SECTION 8-3-23
W 1/2 NW 1/4 & SW 1/4 SECTION 9-3-23

LINCOLN-KING TOWNHOME CONDOMINIUM

SITE SURVEY / BUILDING EXTERIOR

CITY OF RACINE, COUNTY OF RACINE AND STATE OF WISCONSIN

Certification

I, Kalvin K. Klimeck, PLS, do hereby certify that I have surveyed the above described property and that this survey is an accurate representation of the exterior boundary lines and the location of the building and improvements constructed or to be constructed upon the property.

This plat is a correct representation of the Lincoln-King Townhome Condominium as proposed at the date thereof, and the identification and location of each unit and the common elements can be determined from the plat.

The undersigned surveyor makes no certification as to the accuracy of the floor plans of the condominium buildings and units contained in the plat and approximate dimensions and floor areas thereof.

The proposed floor plans, provided by Galbraith Carnahan Architects, do not represent as-built conditions.

All areas not occupied by units or limited common elements are common elements.

Kalvin K. Klimeck,
Professional Land Surveyor
State of Wisconsin
Registration No. 2209

Nielsen Madsen + Barber
1458 Horizon Boulevard, Suite 200
Racine, WI 53406
(262) 634-5588

WISCONSIN
KALVIN K. KLIMECK
S-2209
RACINE, WI
LAND SURVEYOR

N

50' 0' 50'

SCALE 1"=50'

NOTES

BEARINGS BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1983/2011. THE EAST LINE OF THE NE 1/4 OF SECTION 8-3-23 IS ASSUMED TO BEAR N 01°57'48" W.

ZONING OF PARCELS IS R-3
SETBACKS: 25' STREET, 35' REAR, 6' SIDE, 12' CORNER

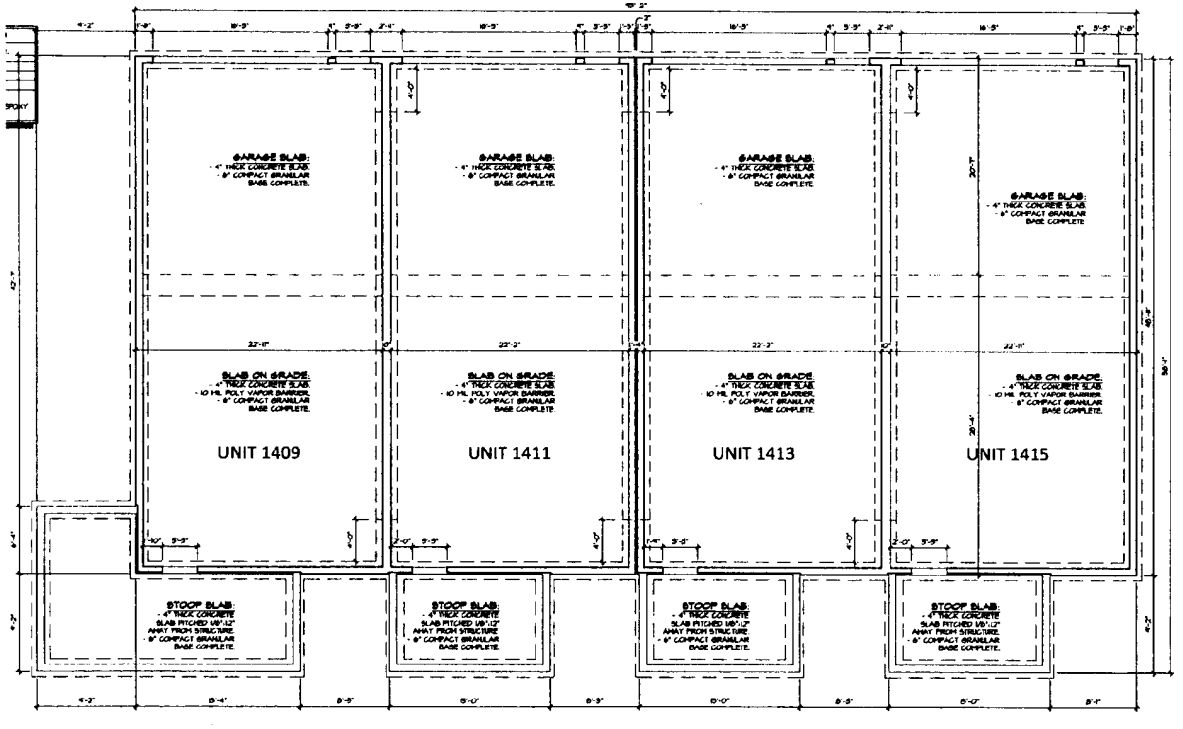
LEGEND

- 3/4" O.D. REBAR - 1.50 LBS. / LIN. FT. - SET
- 3/4" O.D. REBAR - FOUND
- 1-1/4" O.D. IRON PIPE - FOUND
- 2" O.D. IRON PIPE - FOUND
- 7" SPIKE FOUND
- CONC. MON. W / BRASS CAP - FOUND
- CAST IRON MON. W / BRASS CAP FOUND
- LIMITED COMMON AREA

2025.0022.01

LINCOLN-KING TOWNHOME CONDOMINIUM

BUILDING 1 - UNITS 1409, 1411, 1413 & 1415
CITY OF RACINE, COUNTY OF RACINE AND STATE OF WISCONSIN



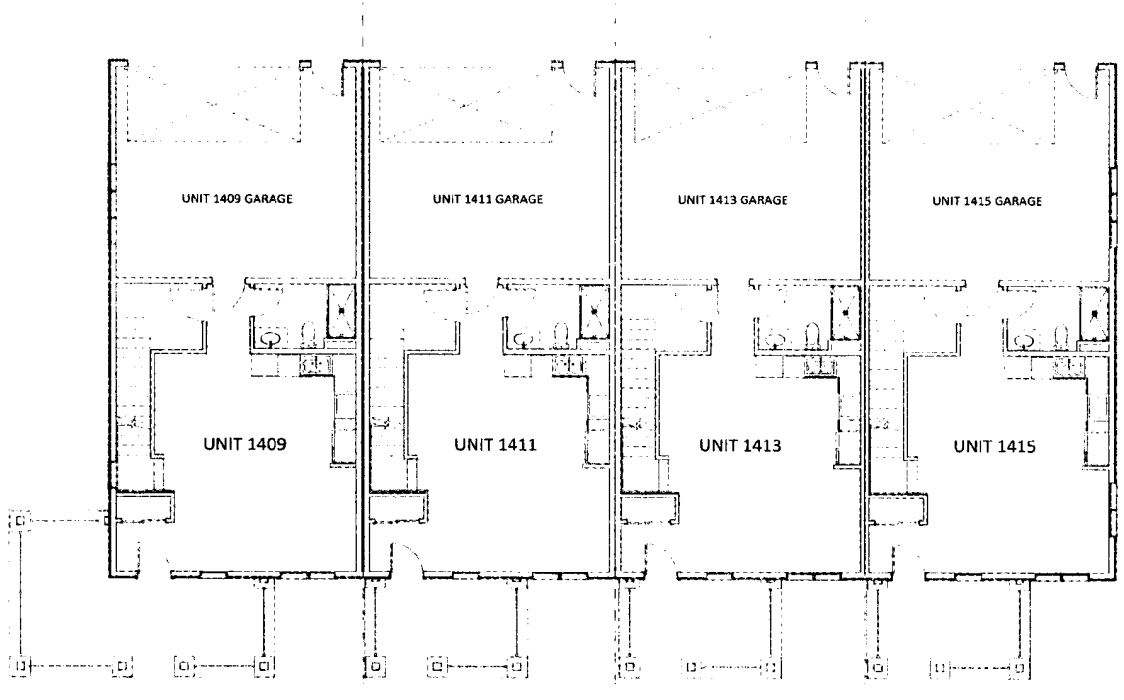
FOUNDATION

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Tele: (262)634-5588 Website: www.nmbsc.net

WISCONSIN KALVIN K. KLIMCZAK RACINE WI LAND SURVEYOR

LINCOLN-KING TOWNHOME CONDOMINIUM

BUILDING 1 - UNITS 1409, 1411, 1413 & 1415
CITY OF RACINE, COUNTY OF RACINE AND STATE OF WISCONSIN



FIRST FLOOR
Each Unit 1,137 s.f.

WISCONSIN
KALVIN K. KLIMECK
S-3406
RACINE, WI
LAND SURVEYOR

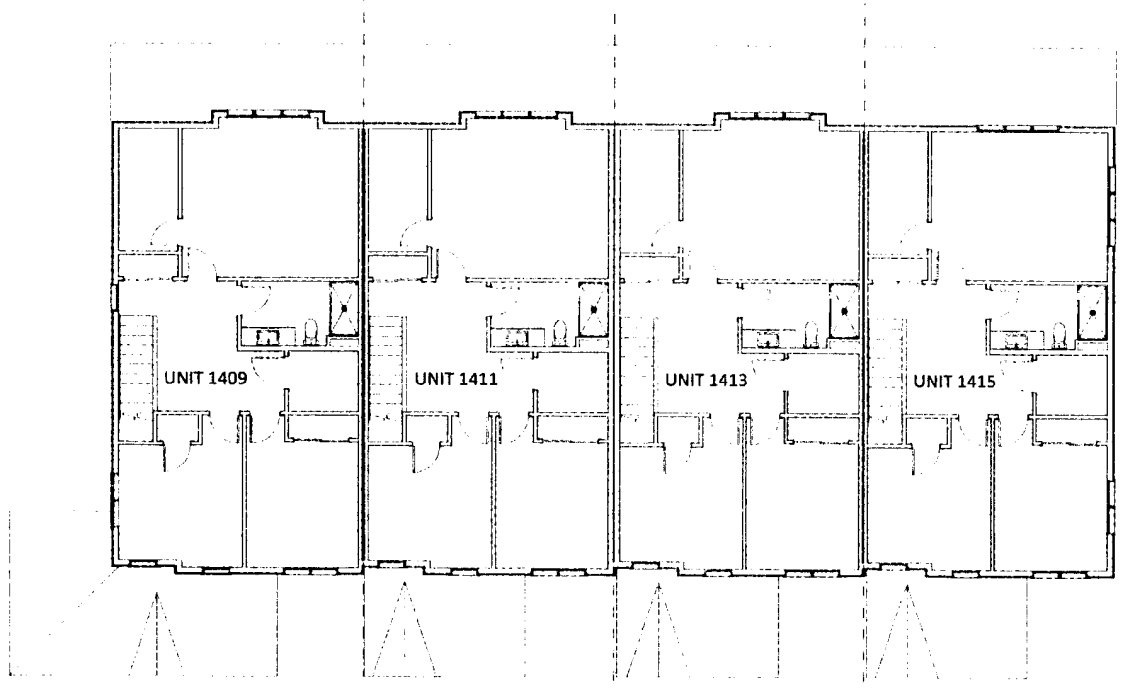
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2025.0022.01

LINCOLN-KING TOWNHOME CONDOMINIUM

BUILDING 1 - UNITS 1409, 1411, 1413 & 1415

CITY OF RACINE, COUNTY OF RACINE AND STATE OF WISCONSIN



SECOND FLOOR

Each Unit 994 s.f.

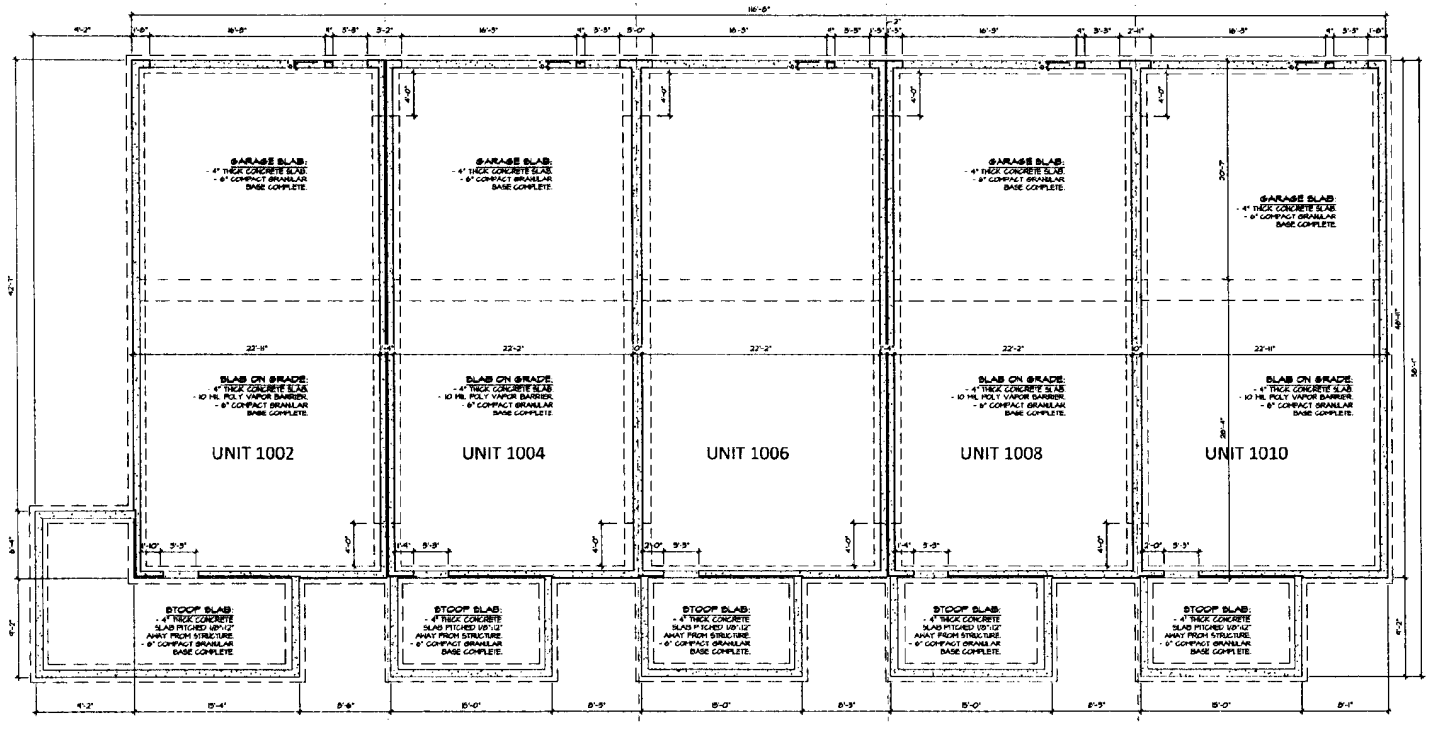
WISCONSIN KALVIN K. KLIMECKI RACINE LAND SURVEYOR

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LINCOLN-KING TOWNHOME CONDOMINIUM

BUILDING 2 - UNITS 1002, 1004, 1006, 1108 & 1010

CITY OF RACINE, COUNTY OF RACINE AND STATE OF WISCONSIN



FOUNDATION

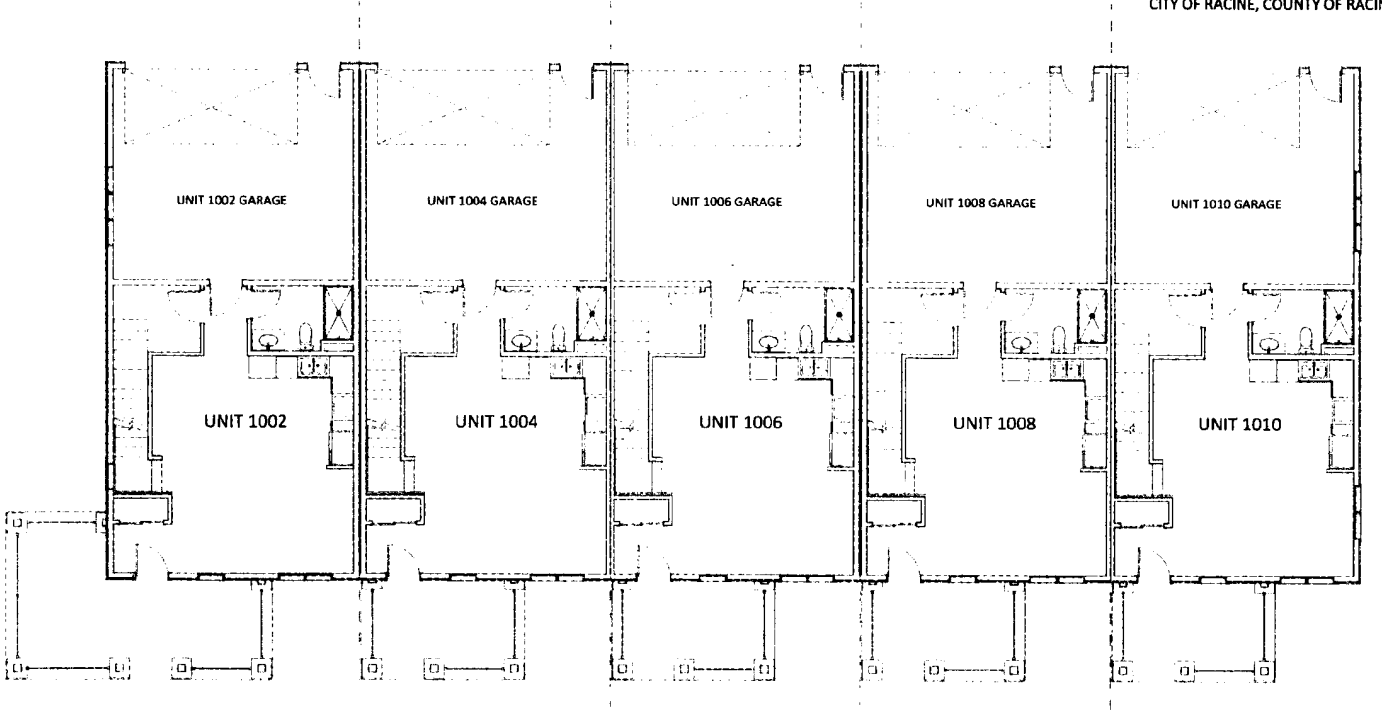
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WISCONSIN
KALVIN K. KLIMECK
S-2205
RACINE, WI
LAND SURVEYOR

2025.0022.01

LINCOLN-KING TOWNHOME CONDOMINIUM

BUILDING 2 - UNITS 1002, 1004, 1006, 1108 & 1010
CITY OF RACINE, COUNTY OF RACINE AND STATE OF WISCONSIN



FIRST FLOOR
Each Unit 1,137 s.f.

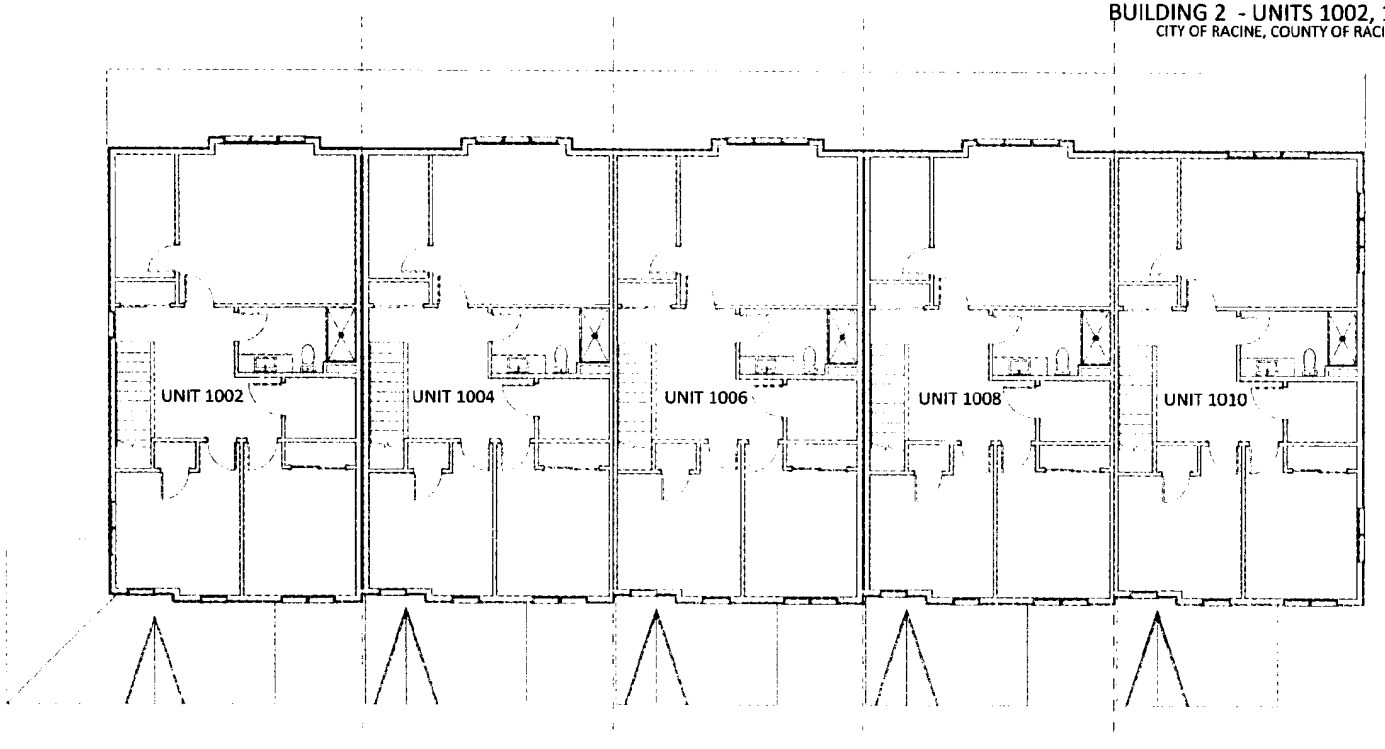
WISCONSIN
KALVIN K. KLIMECK
LAND SURVEYOR

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LINCOLN-KING TOWNHOME CONDOMINIUM

BUILDING 2 - UNITS 1002, 1004, 1006, 1108 & 1010

CITY OF RACINE, COUNTY OF RACINE AND STATE OF WISCONSIN



SECOND FLOOR

Each Unit 994 s.f.

WISCONSIN KALVIN K. KINNECK S-2666 RACINE WI LAND SURVEYOR

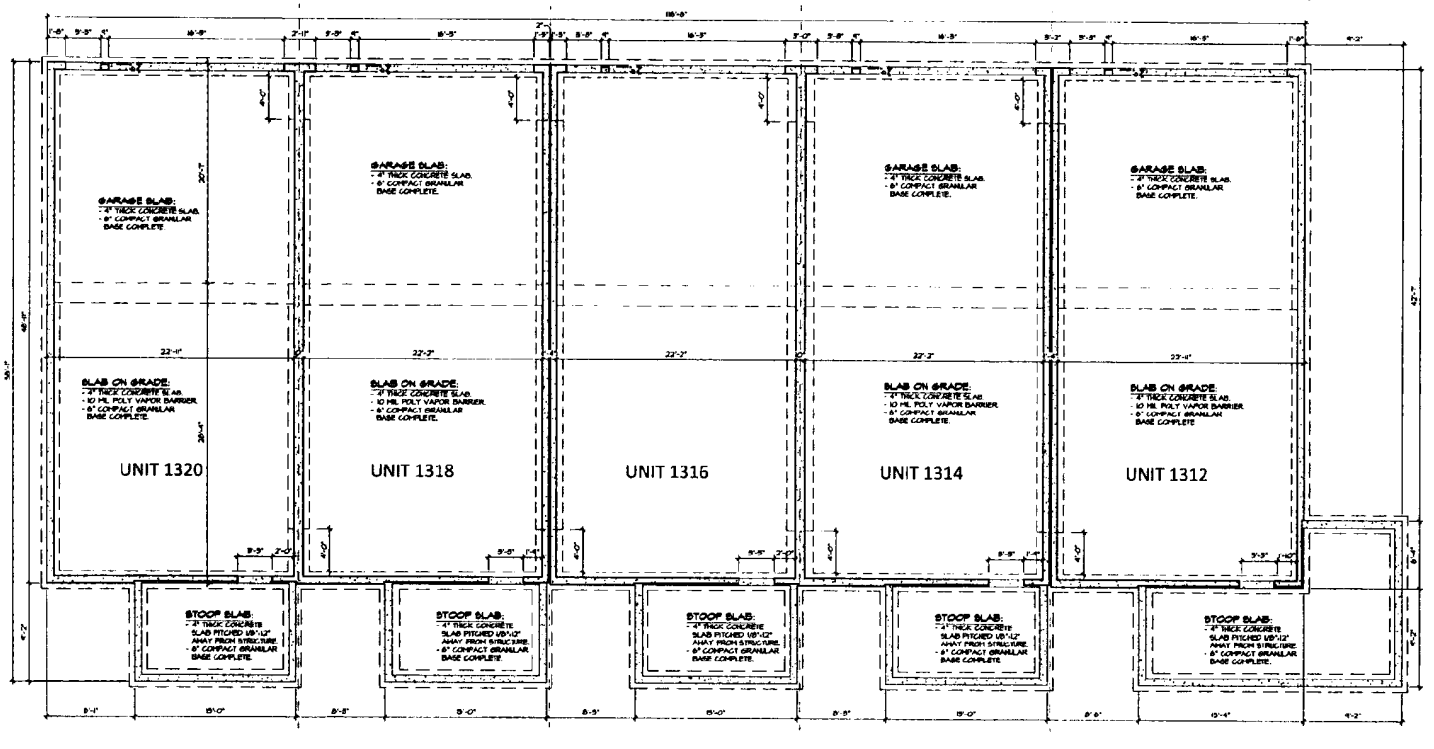
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LINCOLN-KING TOWNHOME CONDOMINIUM

BUILDING 9 - UNITS 1312, 1314, 1316, 1318 & 1320

CITY OF RACINE, COUNTY OF RACINE AND STATE OF WISCONSIN



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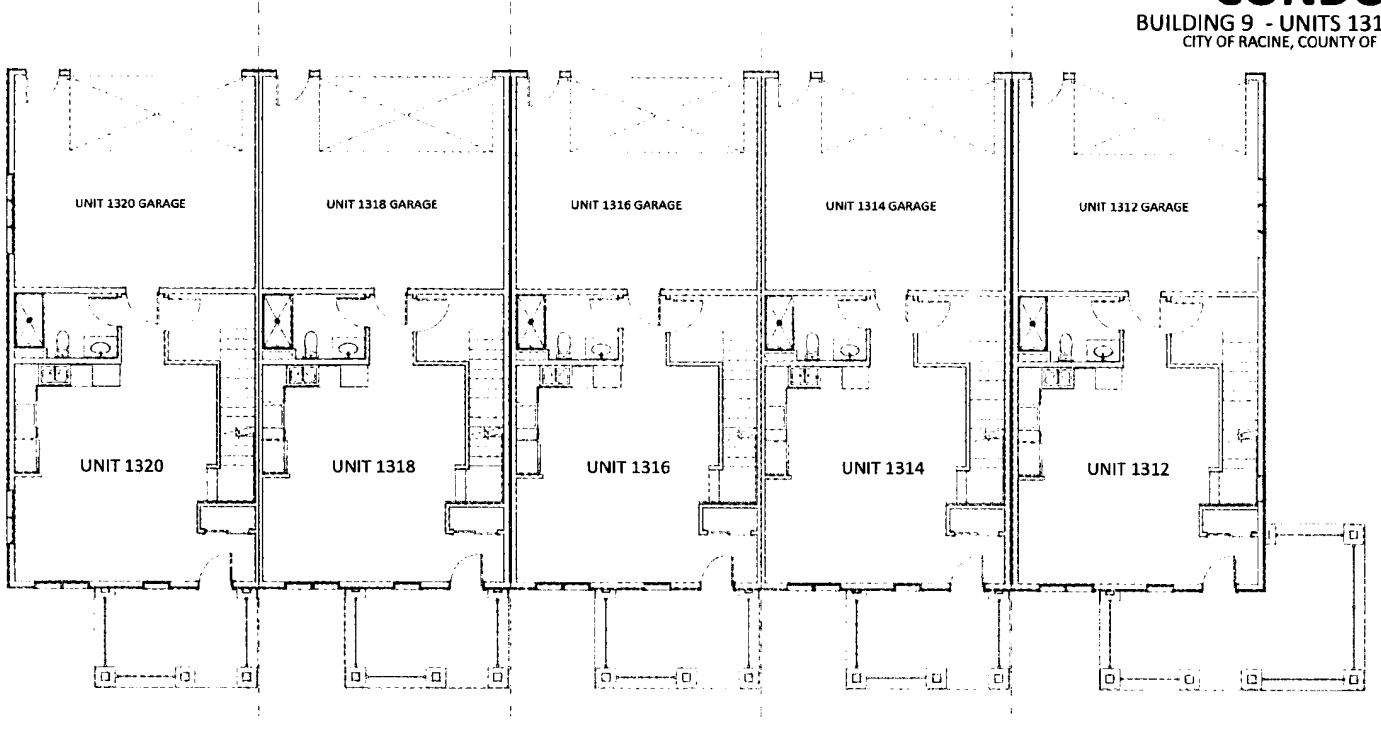
WISCONSIN
KALVIN K. KLIMECH
S-3406
RACINE, WI
LAND SURVEYOR

Nielsen Madsen + Barber
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2025.0022.01

LINCOLN-KING TOWNHOME CONDOMINIUM

BUILDING 9 - UNITS 1312, 1314, 1316, 1318 & 1320
CITY OF RACINE, COUNTY OF RACINE AND STATE OF WISCONSIN



FIRST FLOOR
Each Unit 1,137 s.f.

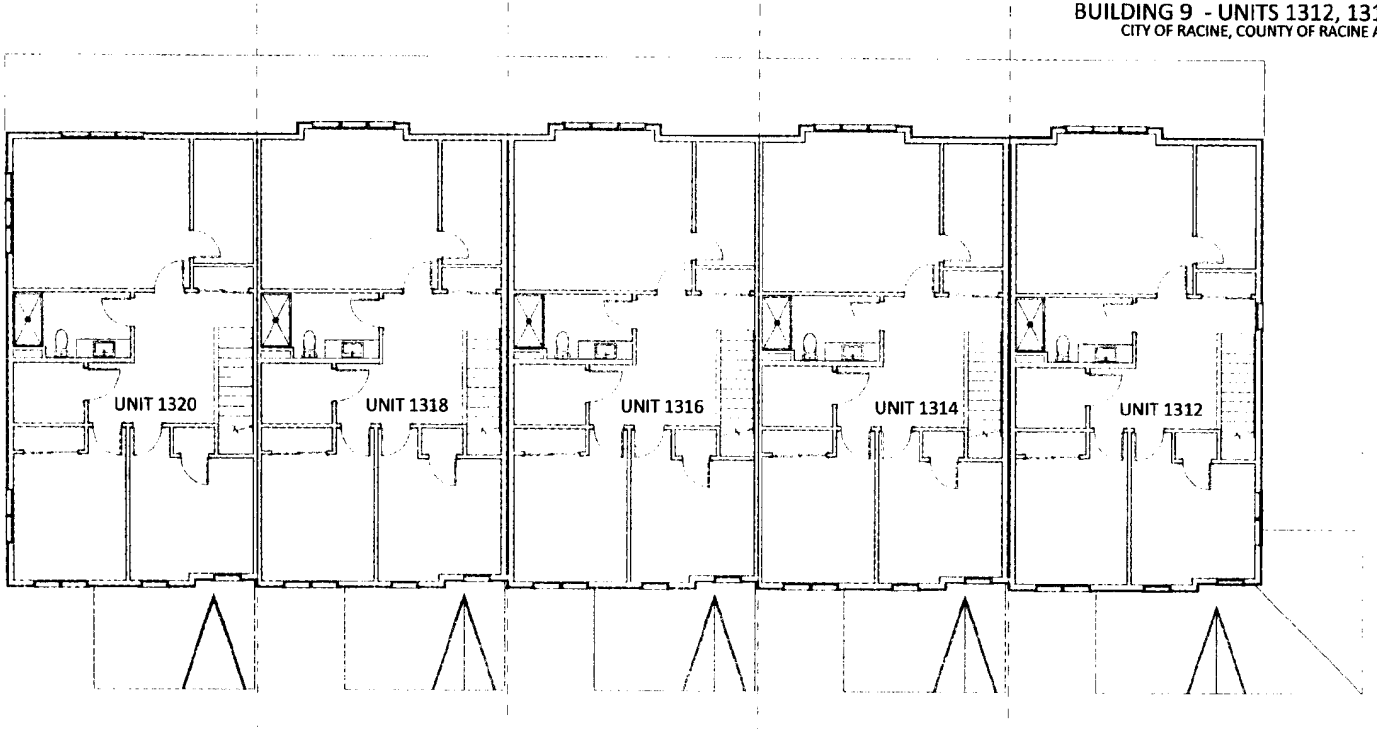
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KALVIN K. KLIMECK
LAND SURVEYOR

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LINCOLN-KING TOWNHOME CONDOMINIUM

BUILDING 9 - UNITS 1312, 1314, 1316, 1318 & 1320
CITY OF RACINE, COUNTY OF RACINE AND STATE OF WISCONSIN



SECOND FLOOR
Each Unit 994 s.f.

WISCONSIN
KALVIN K. KLIMESH
LAND SURVEYOR

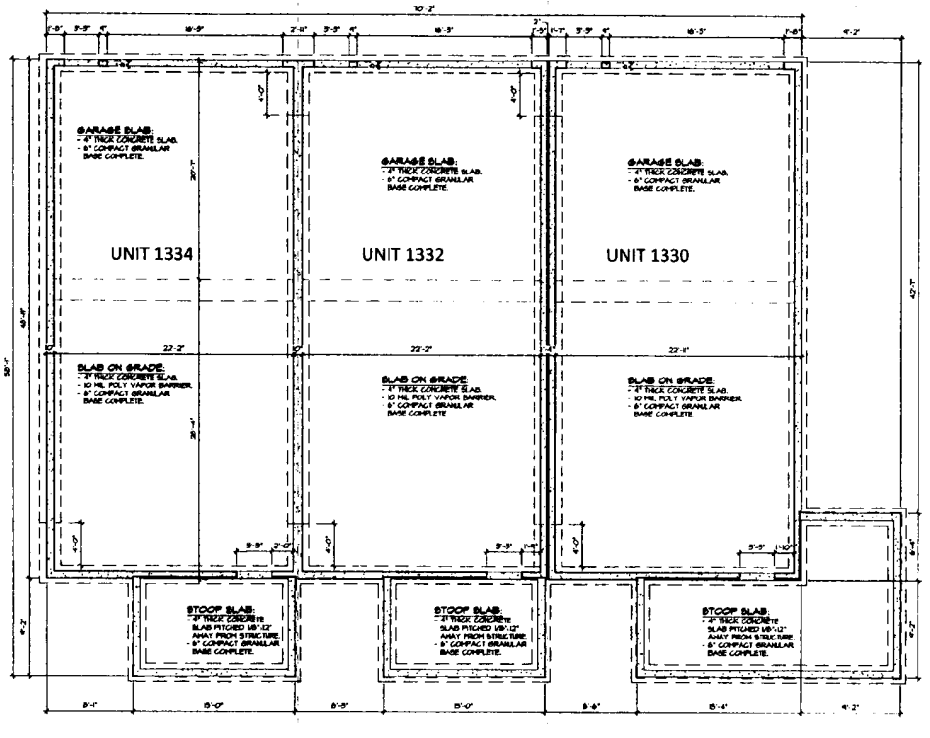
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LINCOLN-KING TOWNHOME CONDOMINIUM

BUILDING 4 - UNITS 1330, 1332 & 1334

CITY OF RACINE, COUNTY OF RACINE AND STATE OF WISCONSIN



FOUNDATION

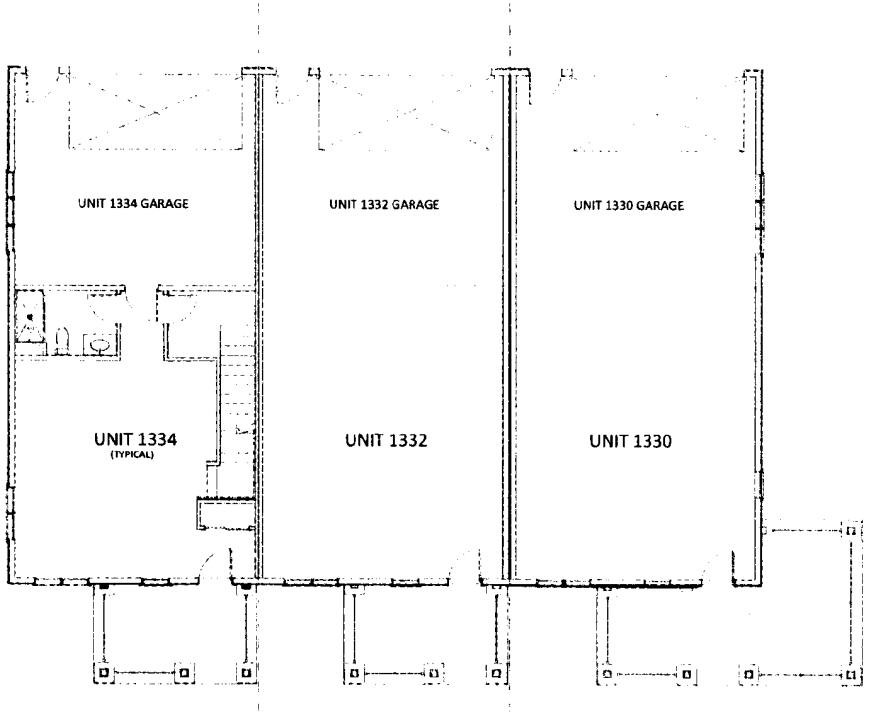
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RACINE WI
LAND SURVEYOR

2025.0022.01

LINCOLN-KING TOWNHOME CONDOMINIUM

BUILDING 4 - UNITS 1330, 1332 & 1334
CITY OF RACINE, COUNTY OF RACINE AND STATE OF WISCONSIN



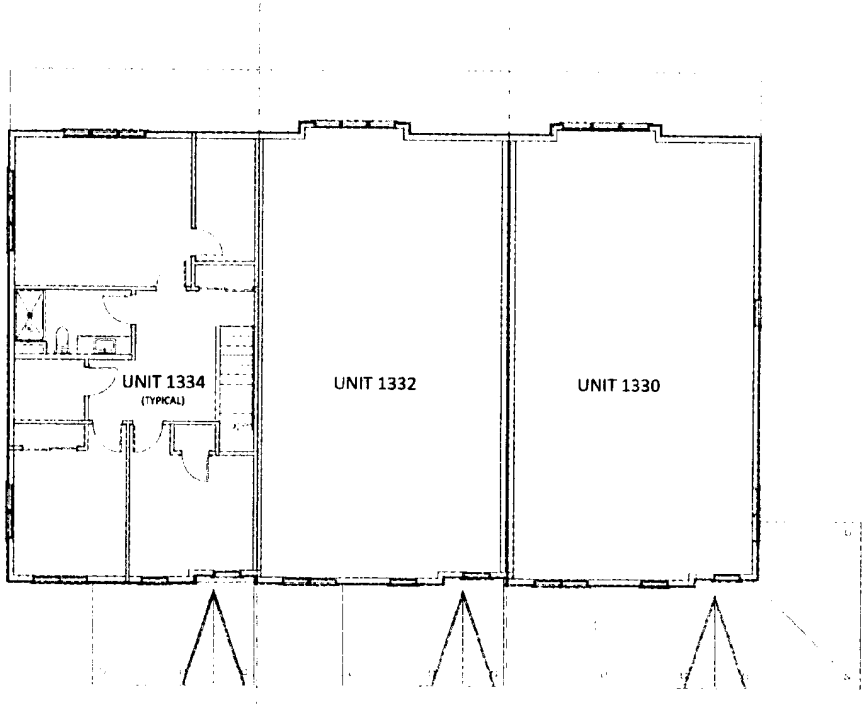
FIRST FLOOR
Each Unit 1,137 s.f.

WISCONSIN
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S-3070
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LAND SURVEYOR

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LINCOLN-KING TOWNHOME CONDOMINIUM

BUILDING 4 - UNITS 1330, 1332 & 1334
CITY OF RACINE, COUNTY OF RACINE AND STATE OF WISCONSIN



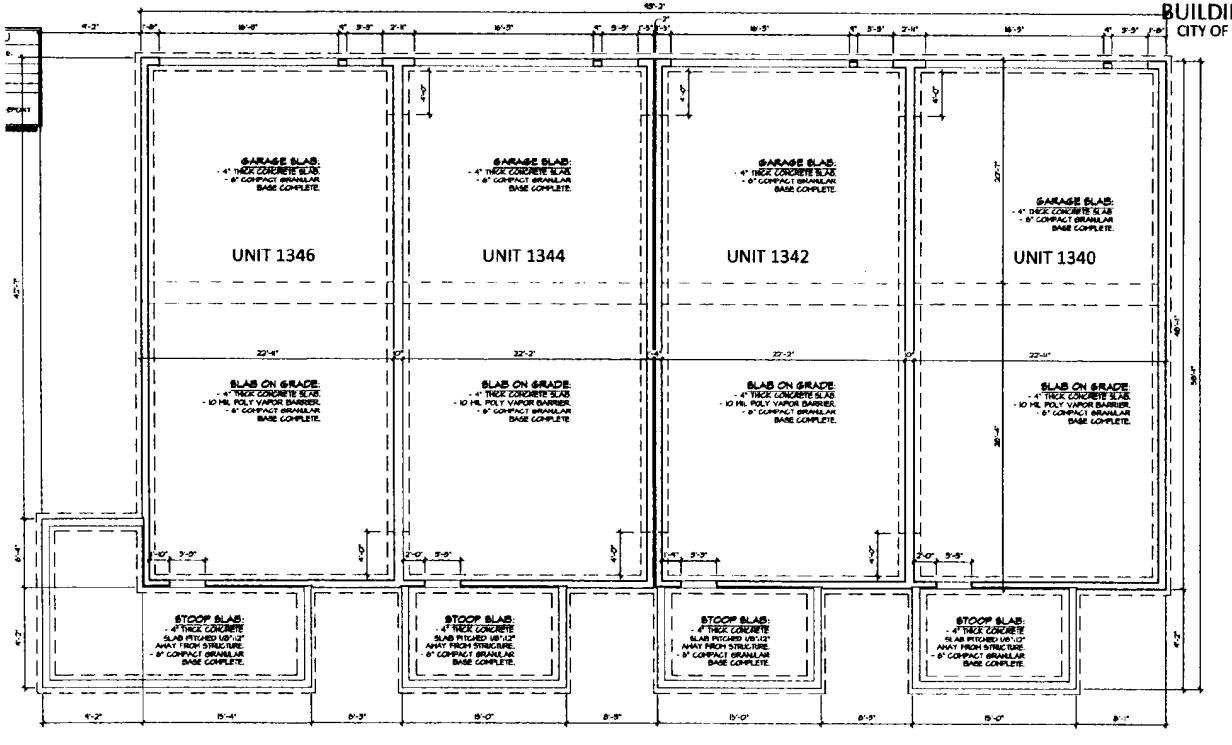
SECOND FLOOR
Each Unit 994 s.f.

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LINCOLN-KING TOWNHOME CONDOMINIUM

BUILDING 5 - UNITS 1340, 1342, 1344 & 1346
CITY OF RACINE, COUNTY OF RACINE AND STATE OF WISCONSIN



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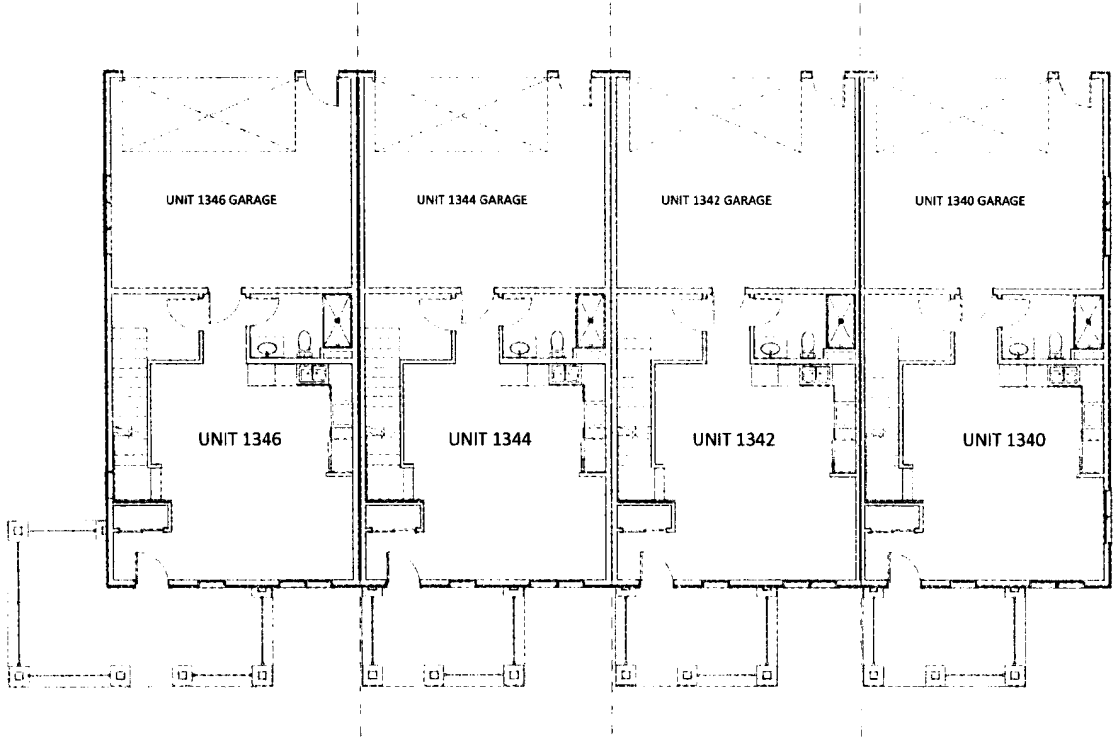
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LAND SURVEYOR

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LINCOLN-KING TOWNHOME CONDOMINIUM

BUILDING 5 - UNITS 1340, 1342, 1344 & 1346
CITY OF RACINE, COUNTY OF RACINE AND STATE OF WISCONSIN



FIRST FLOOR
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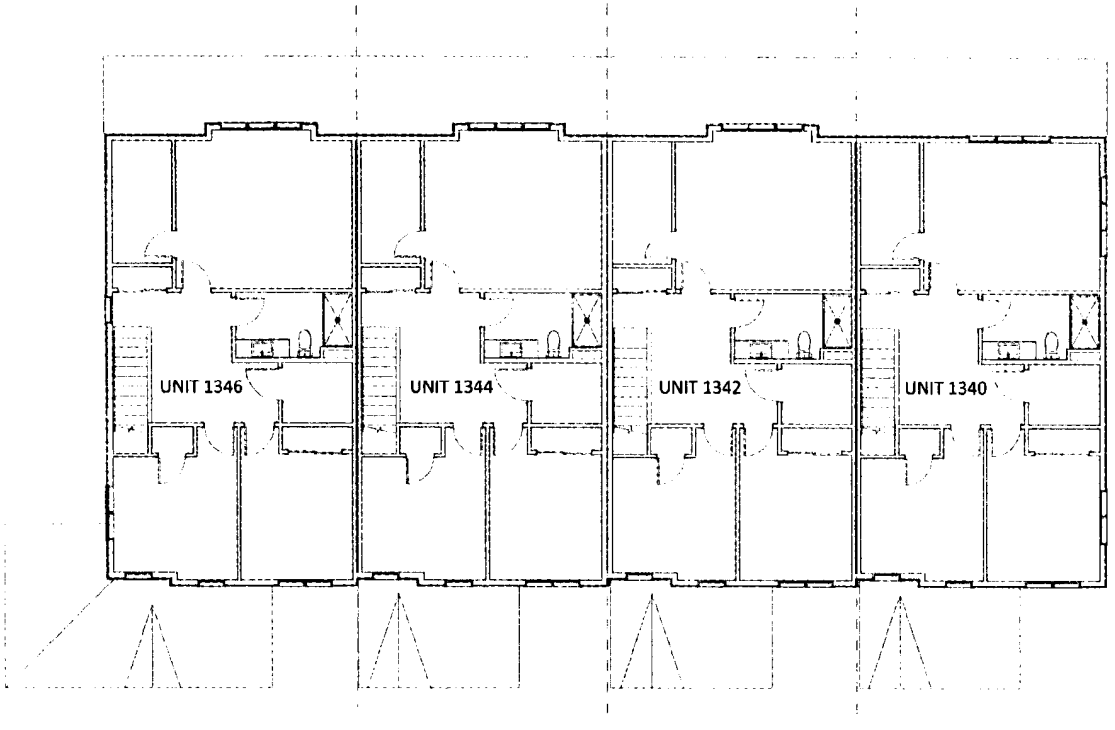
WISCONSIN
KALVIN K. KLIMECK
S-2606
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LINCOLN-KING TOWNHOME CONDOMINIUM

BUILDING 5 - UNITS 1340, 1342, 1344 & 1346
CITY OF RACINE, COUNTY OF RACINE AND STATE OF WISCONSIN



SECOND FLOOR
Each Unit 994 s.f.

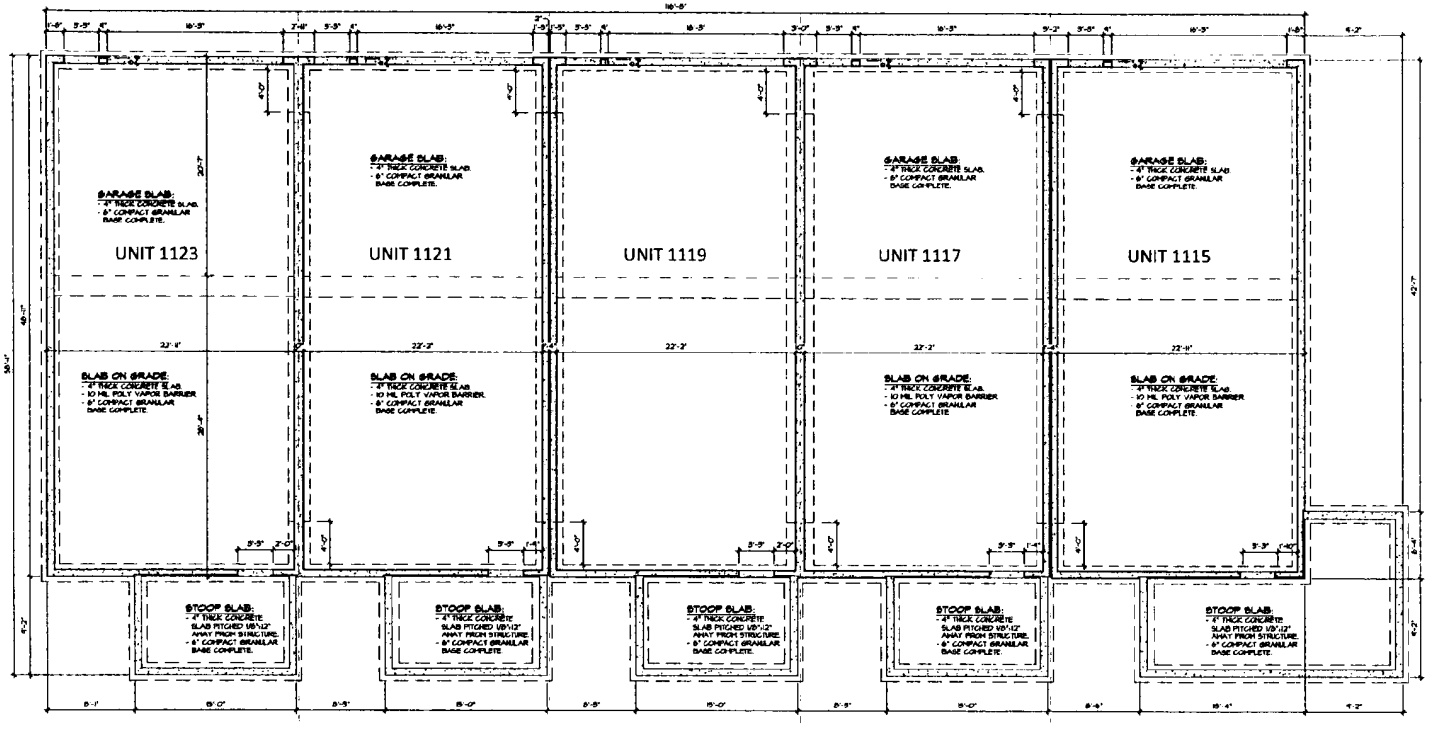
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LINCOLN-KING TOWNHOME CONDOMINIUM

BUILDING 6 - UNITS 1115, 1117, 1119, 1121 & 1123

CITY OF RACINE, COUNTY OF RACINE AND STATE OF WISCONSIN



FOUNDATION

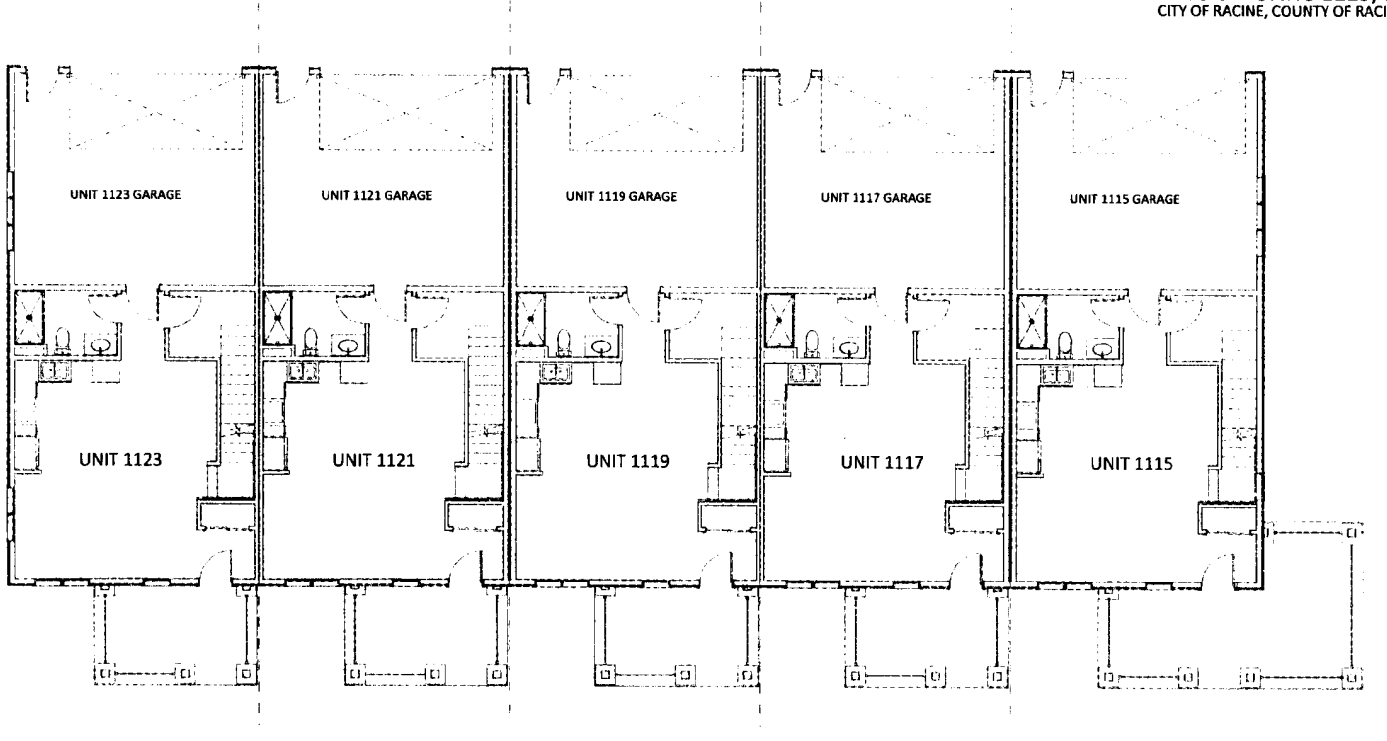
WISCONSIN KALVIN K. ALBRECHT S-2309 RACINE WI LAND SURVEYOR

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LINCOLN-KING TOWNHOME CONDOMINIUM

BUILDING 6 - UNITS 1115, 1117, 1119, 1121 & 1123
CITY OF RACINE, COUNTY OF RACINE AND STATE OF WISCONSIN



FIRST FLOOR
Each Unit 1,137 s.f.

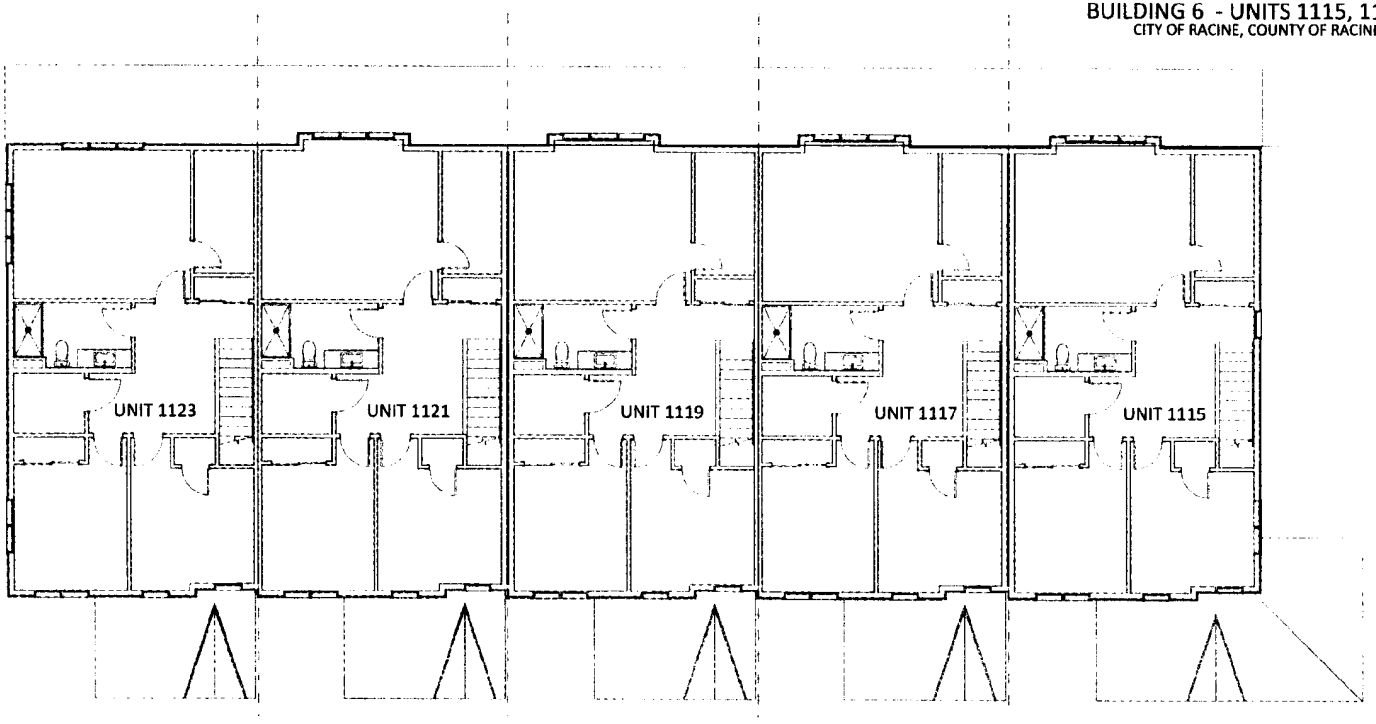
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KALVIN K. KERBECK
S-2008
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WI
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LINCOLN-KING TOWNHOME CONDOMINIUM

BUILDING 6 - UNITS 1115, 1117, 1119, 1121 & 1123
CITY OF RACINE, COUNTY OF RACINE AND STATE OF WISCONSIN



SECOND FLOOR
Each Unit 994 s.f.

WISCONSIN
KALVIN K. KLIMECK
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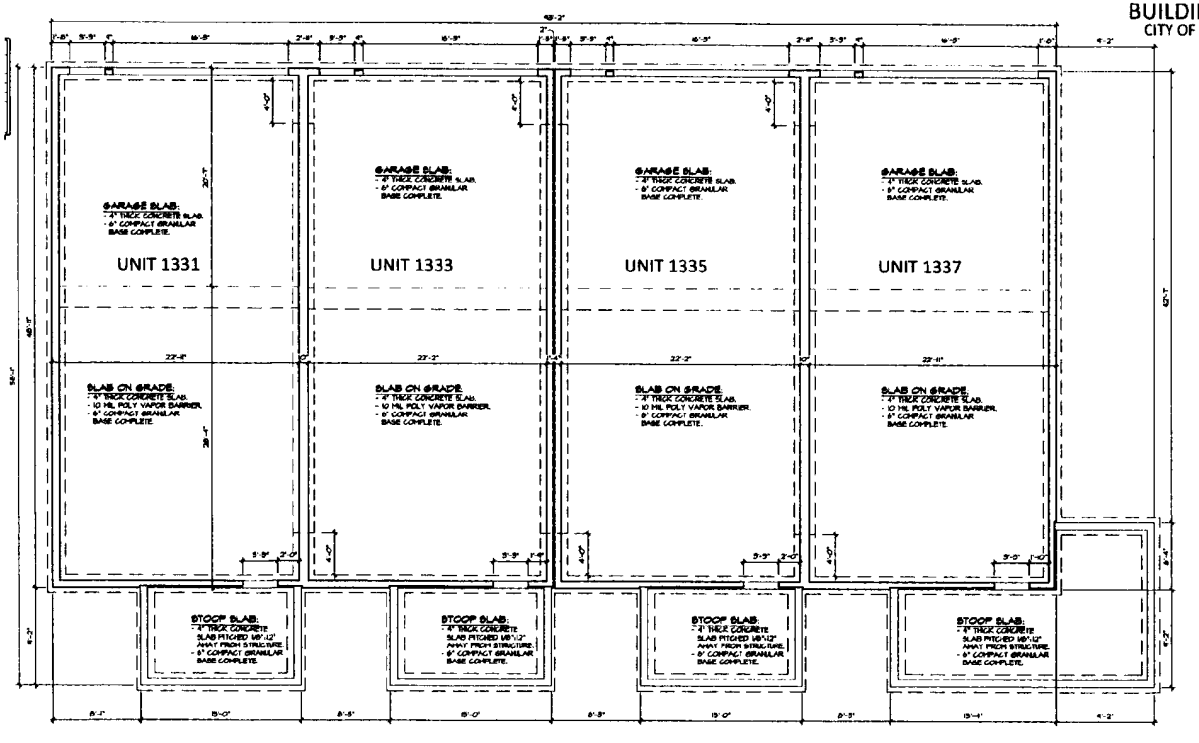
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2025.0022.01

LINCOLN-KING TOWNHOME CONDOMINIUM

BUILDING 7 - UNITS 1331, 1333, 1335 & 1337

CITY OF RACINE, COUNTY OF RACINE AND STATE OF WISCONSIN



FOUNDATION

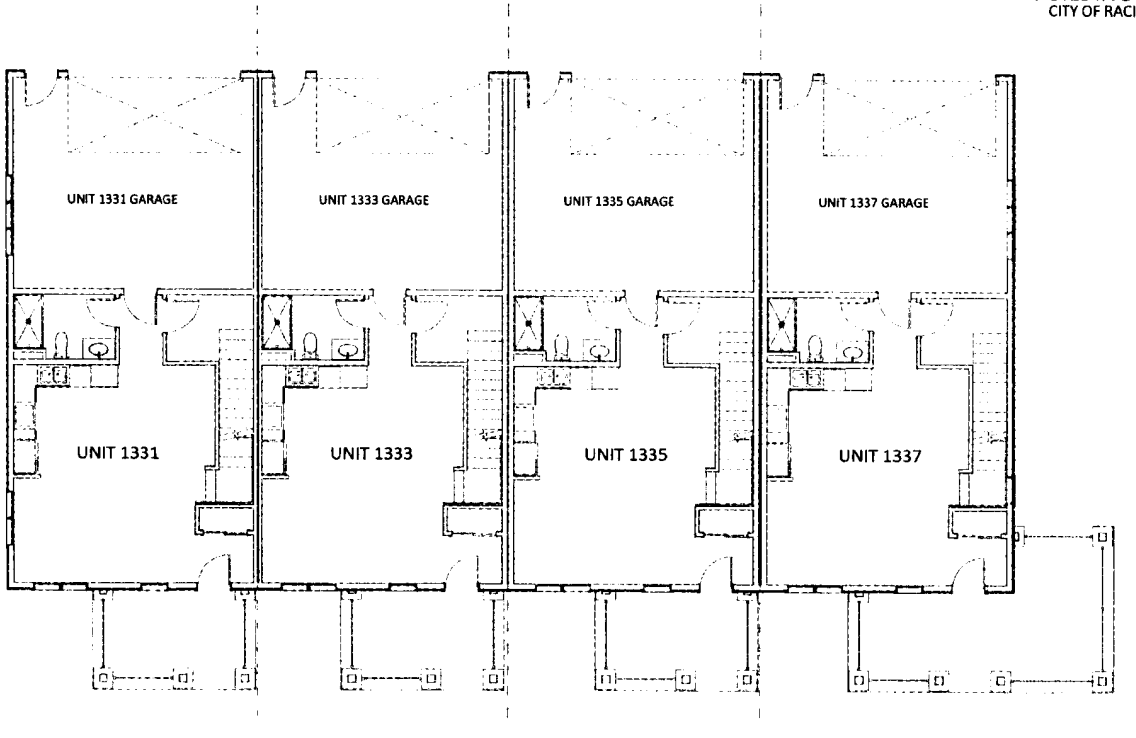
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LINCOLN-KING TOWNHOME CONDOMINIUM

BUILDING 7 - UNITS 1331, 1333, 1335 & 1337
CITY OF RACINE, COUNTY OF RACINE AND STATE OF WISCONSIN



FIRST FLOOR
Each Unit 1,137 s.f.

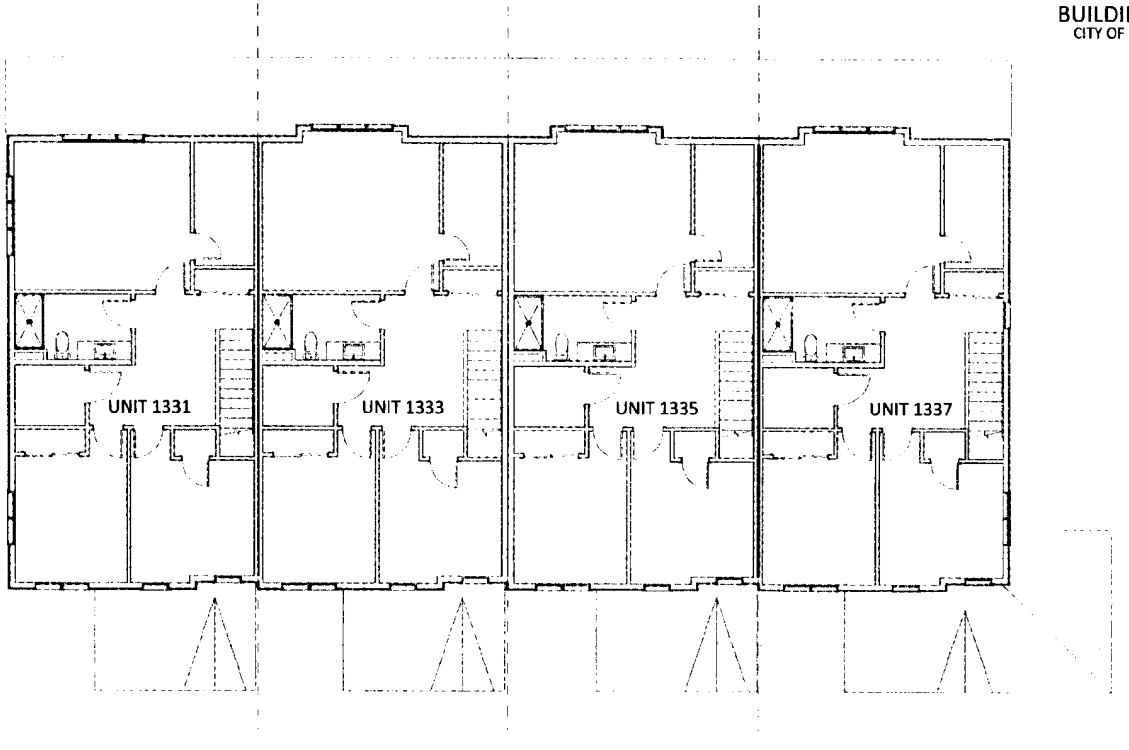
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LINCOLN-KING TOWNHOME CONDOMINIUM

BUILDING 7 - UNITS 1331, 1333, 1335 & 1337
CITY OF RACINE, COUNTY OF RACINE AND STATE OF WISCONSIN



SECOND FLOOR
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WISCONSIN
KALVIN K. KLIMECK
RACINE, WI
LAND SURVEYOR

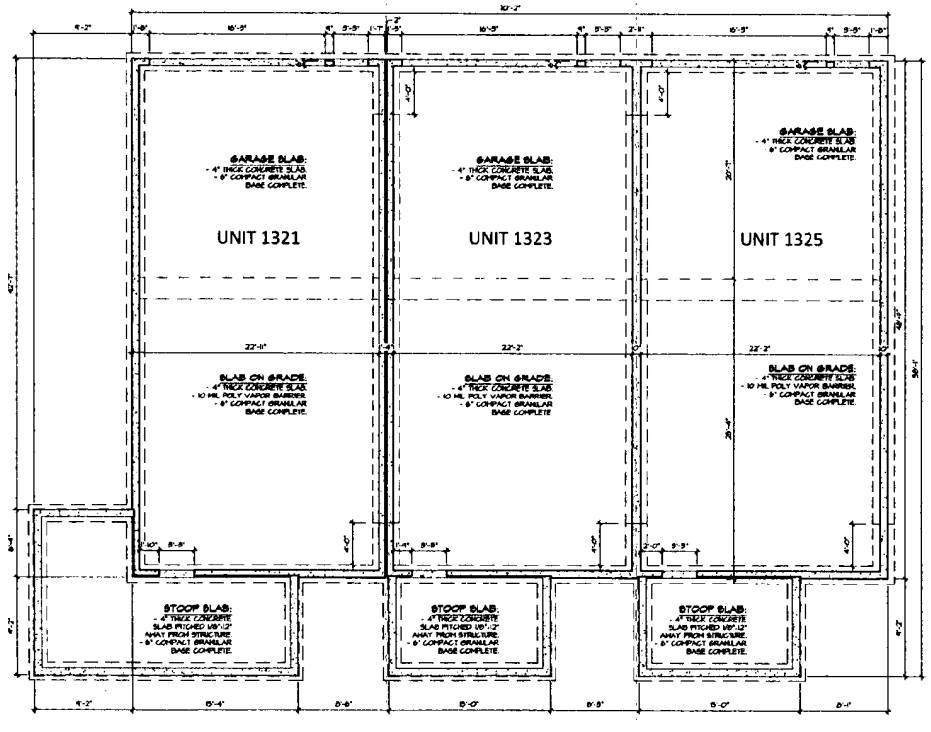
Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS
1458 Horizon Blvd Suite 200, Racine, WI 53406
Tele. (262)634-5588 Website: www.nmbsc.net

2025.0022.01

LINCOLN-KING TOWNHOME CONDOMINIUM

BUILDING 8 - UNITS 1321, 1323 & 1325

CITY OF RACINE, COUNTY OF RACINE AND STATE OF WISCONSIN



FOUNDATION

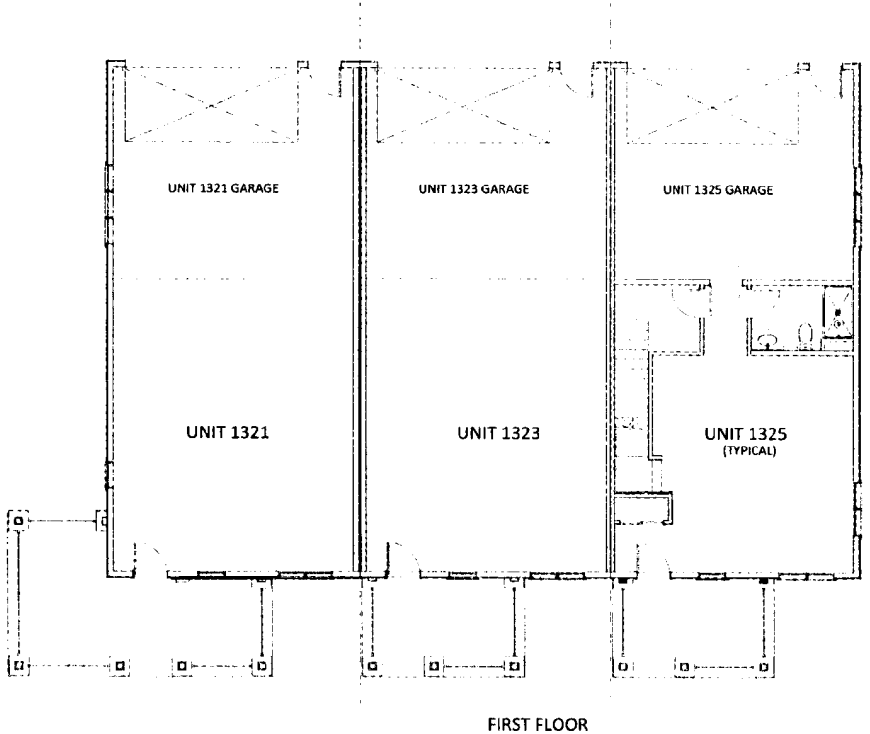
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WISCONSIN
KALVIN K. KLIMEGK
E-2800
RACINE
WI
LAND SURVEYOR

2025.0022.01

LINCOLN-KING TOWNHOME CONDOMINIUM

BUILDING 8 - UNITS 1321, 1323 & 1325
CITY OF RACINE, COUNTY OF RACINE AND STATE OF WISCONSIN



FIRST FLOOR
Each Unit 1,137 s.f.

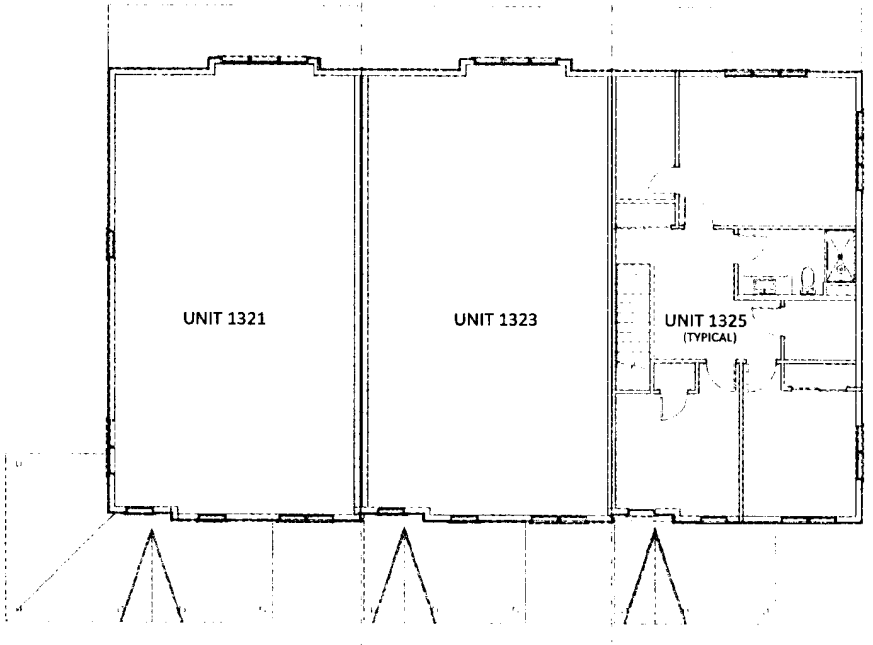
WISCONSIN
KALVIN K. KLIMECK
S-2009
RACINE
WI
LAND SURVEYOR

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LINCOLN-KING TOWNHOME CONDOMINIUM

BUILDING 8 - UNITS 1321, 1323 & 1325
CITY OF RACINE, COUNTY OF RACINE AND STATE OF WISCONSIN



SECOND FLOOR
Each Unit 994 s.f.

WISCONSIN
KALVIN K. ALIMEOR
RACINE, WI
LAND SURVEYOR

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LINCOLN-KING TOWNHOME CONDOMINIUM

SIGNATURES

CITY OF RACINE, COUNTY OF RACINE AND STATE OF WISCONSIN

OWNERS' CERTIFICATE

Community Development Authority of the City of Racine as Owners hereby certify that we have caused the lands described on this map to be surveyed, divided and mapped as represented on this Plat. Community Development Authority of the City of Racine also does further certify that this Plat is required to be submitted to the the following for approval or objection: City of Racine

IN WITNESS WHEREOF the said Community Development Authority of the City of Racine has caused these presents to be signed as Owners at Racine Wisconsin on this 15th day of September 2026.

Jeffrey Hintz, Executive Director

QA Shakoor II, Chairperson

STATE OF WISCONSIN)
COUNTY OF Racine)

Personally came before me this 15th day of September, 2026, Jeffrey Hintz and QA Shakoor of the above-named owner, to me known to be the persons who executed the foregoing instrument, and to me known to be such officers and trustees, and acknowledged that they executed the foregoing as such officers and trustees.

Notary Public
My commission expires:

CHRISTINA MORATTO NOTARY PUBLIC STATE OF WISCONSIN

WISCONSIN KALVIN K. ALBRECHT S-2886 RACINE WI LAND SURVEYOR

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