CONDOMINIUM DECLARATION

OF

CARRINGTON COURT CONDOMINIUM

THIS DECLARATION is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") this 28th day of March, 2003, by Carrington Court LLC, a Wisconsin Limited Liability Company (hereinafter referred to as "**Declarant**").

1. STATEMENT OF DECLARATION.

The purpose of this Declaration is to submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership in the manner provided by the Act and this Declaration.

Declarant hereby declares that it is the sole owner of the real property described in Section 4 hereof, together with all buildings and improvements thereon or to be constructed thereon (hereinafter referred to as the "**Property**"). The Property is hereby submitted to the condominium form of ownership as provided in the Act and this Declaration. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

2. NAME AND ADDRESS.

The real estate described in Section 4 and all buildings and improvements thereon and thereto shall be known as **CARRINGTON COURT CONDOMINIUM**. The address of the Condominium is 2515 11th Place, Kenosha, WI 53140.

3. EXPANDABLE CONDOMINIUM.

Declarant intends to develop CARRINGTON COURT CONDOMINIUM in phases, so that in addition to the real estate and improvements described in Section 4 and submitted to the condominium form of ownership hereunder, Declarant may declare and add to CARRINGTON COURT CONDOMINIUM certain additional real estate and improvements, in the manner provided in Section 22 herein. CARRINGTON COURT CONDOMINIUM may ultimately consist of a residential condominium of up to one hundred and forty four (144) condominium units if all proposed expansions are accomplished. In the event such expansions are accomplished, the percentage of undivided ownership interest of each unit owner in the common elements, voting rights, and each owner's share of common expenses, will be changed to include additional unit owners and the additional property and improvements made a part of the condominium.

4. LEGAL DESCRIPTION.

The following described real estate, also described in the "**Condominium Plat**" attached hereto, is hereby subjected to the provisions of this Declaration:

PHASE I PARCEL

Part of Parcel 1 of Certified Survey Map No. 2324, a recorded map in the Town of Somers, Kenosha County, Wisconsin, recorded at the Register of Deeds on September 17, 2002 as Document No. 1284191 more particularly described as that part of the Southwest ¼ of the Southeast ¼ of Section 12, Township 2 North, Range 22 East, in the Town of Somers, Kenosha County, Wisconsin described as follows: Begin at the Southwest corner of said Certified Survey Map 2324; run thence N01°47'17"E 53.06 feet, thence N08°46'08"E 335.90 feet, thence S88°46'52"E 769.97 feet, thence S01°13"08"W 44.49 feet to a point of curvature of a curve of Southwesterly convexity whose radius is 180.00 feet and whose chord bears S39°03'12"E 232.71 feet; thence Southerly 253.04 feet along said curve; thence S01°41'13"W 222.29 feet to the North line of C.T.H. "E" (12th Street); thence N87°58'46"W 918.79 feet along said North line; thence N43°05'45"W 63.77 feet to the point of beginning. Containing 8.882 acres.

5. DEFINITION AND DESCRIPTION OF UNITS.

5.1 **Number.** Fourty-eight (48) residential condominium units are hereby declared in CARRINGTON COURT CONDOMINIUM.

5.2 **Definition.** The units are located in residential buildings constructed within the Phase I Parcel shown in the Condominium Plat attached as Exhibit A. A "**unit**" is that separate area within such a building intended for independent, private use as a residential dwelling, comprised of one or more cubicles of air at one or more levels of space, having outer boundaries formed by the interior surfaces of the perimeter walls, floors, and ceilings, including the windows, window frames, doors and door frames of the units, as said boundaries are shown in the Condominium Plat attached hereto, together with all fixtures and improvements therein contained. Each unit includes a one-car or two-car attached parking garage as a part of the unit, as shown in the Condominium Plat.

5.3 **Identification.** The units are designated by their respective building number and unit number. The unit designations, as well as floor plans for the units, are as set forth in the Condominium Plat attached hereto. The approximate dimensions and floor area of each unit, number of rooms, immediate common elements to which the units have access, post office address, and further details identifying and describing the units are as set forth in the Condominium Plat.

6. DESCRIPTION AND LOCATION OF BUILDINGS.

There shall be four (4) main buildings on the real estate described in Section 4 above, which shall each contain twelve (12) single-family condominium units. The buildings are to be located on the real estate as indicated in the Condominium Plat. The buildings constructed or to be constructed upon the Property will be two (2) stories in height, will include an attached

parking garage as a part of each unit, and will be constructed principally as wood frame buildings with brick veneers, partial aluminum siding, and textured asphalt roofing shingles. Floor plans of the buildings and the various units which may be constructed within the condominium are attached hereto as a part of the Condominium Plat.

Declarant reserves the right to change the layout, location, dimensions and construction details of the buildings, units and common elements shown on the Condominium Plat which are not yet fully constructed, provided that such changes shall not substantially alter the nature and quality of the buildings and units. The Declarant further reserves the right to combine two or more units into one unit by modifying or eliminating the walls between units; however, any units which have been combined shall continue to be treated as separate units for purposes of allocating ownership percentages, assessments, and votes of unit owners.

7. COMMON ELEMENTS AND FACILITIES.

7.1 **Description.** The "**common elements**" and facilities shall consist of all of CARRINGTON COURT CONDOMINIUM, improvements and appurtenances, except the individual units and fixtures therein, as defined hereunder. The common elements shall include, without limitation, the land on which the buildings are located; private roads and driveways, outdoor parking areas; common sidewalks and walkways; building structures and exteriors; building roofs, foundations, exterior walls, pipes, ducts, electrical wiring and conduits; utility services; public utility lines; master communication/television/cable or antenna and lines; and the landscaping comprising or which may comprise the condominium property.

The "common elements" are all of the condominium Property except the units themselves. The buildings are common elements, except for the "units," which have boundaries formed by interior surfaces of floors, boundary walls, and ceilings, as shown in the Condominium Plat.

7.2 **Easements.** Each unit owner shall have an easement to the space between the interior and exterior walls or common walls of his unit for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls, and the like, where space between the walls may be necessary for such uses, provided that the unit owner shall do nothing to impair the structural integrity of the building, and provided further that the common elements and facilities be restored to their former condition by the unit owner at his sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the unit owners and the Association of unit Owners (hereinafter described) for the installation, maintenance and repair of common utility services in and on any part of the common elements or units.

8. LIMITED COMMON ELEMENTS.

8.1 **Description.** A portion of the common elements and facilities are designated as "**limited common elements**," as shown in the Condominium Plat. Such limited common elements shall be reserved for the exclusive use of the owner or occupant of the unit to

which they are appurtenant, to the exclusion of all other units in the condominium. Such limited common elements consist of the exterior balconies, decks, patios, and such other limited common elements as may be identified in the Condominium Plat.

> The "limited common elements" are part of the common elements, but are limited and reserved for the exclusive use of owners of one unit only.

8.2 Use. The manner of use of the limited common elements shall be governed by the By-Laws of, and such rules and regulations as may be established by, the Association of unit Owners, and no unit owner shall alter, remove, repair, paint, decorate, landscape or adorn any limited common element, or permit such, in any manner contrary to such By-Laws and rules and regulations. No major or structural changes or alterations shall be made by any unit owner to any of the limited common elements without the prior written approval of the Association, which approval may be given upon such terms and conditions as the Association deems appropriate, including requirements for maintenance of the alterations by the unit owner.

9. OWNERSHIP OF UNIT AND PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

Each unit owner shall own a fee simple interest in his or her condominium unit. Each unit owner shall also own an undivided interest in the common elements and facilities and limited common elements in CARRINGTON COURT CONDOMINIUM as a tenant in common with all other unit owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the common elements and facilities for all purposes incident to the use and occupancy of his or her unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with his or her unit.

> "Fee simple interest" means the owners of the unit own it exclusively, and can sell it, mortgage it, pass it on to their heirs, etc. "Undivided ownership interest" means that instead of owning the property in fee simple, each owner owns a share of all of such property, but cannot point to any separate portion of such property as his own. The property is all owned in common shares.

The percentage of such undivided ownership interest in the common elements and facilities and limited common elements relating to each unit and its owner for all purposes, including ownership, voting, and proportionate payment of common expenses, shall be equal, so that each of the forty-eight (48) units in Phase I of the Condominium shall have an appurtenant percentage undivided ownership interest in the common elements of 2.083%.

The percentage of such ownership of the common elements and facilities and limited common elements shall be subject to change and adjustment in the event of expansion and addition of properties and improvements to the Condominium, as provided in Section 22 herein, and new percentages shall be shown in any Expansion Amendment to this Condominium Declaration. The formula for determination of the percentage ownership interests in the common elements for all unit owners upon expansion of the condominium shall be to divide the number one (1) by the total number of units then comprising CARRINGTON COURT CONDOMINIUM. Some percentages so determined may be rounded in order to achieve a total of one hundred percent (100%) and all determinations of Declarant as to such percentages shall be final.

10. ASSOCIATION OF UNIT OWNERS.

10.1 **Membership, Duties and Obligations.** All unit owners shall be entitled and required to be a member of an association of unit owners to be known as **CARRINGTON COURT CONDOMINIUM ASSOCIATION, INC.**, A Wisconsin non-profit corporation (herein "**Association**") which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the common elements and facilities and limited common elements. Such Association shall be incorporated as a non-profit corporation under the laws of the State of Wisconsin. Each unit owner and the occupants of the units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the By-Laws and rules and regulations of the Association.

10.2 **Voting Rights.** Each unit shall be entitled to one (1) vote at meetings of the Association. Only one membership and one vote shall exist for each unit. If title to a unit is held by more than one person, the membership and vote related to that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which title to the unit is held. Voting rights may not be split, and shared membership interests must be voted pursuant to the designation contained in the Membership List maintained pursuant to the By-Laws. The Declarant shall be entitled to cast the votes pertaining to any unit or units declared as a part of the condominium but not constructed or sold until such time as the respective units are constructed and sold by Declarant or its successors or assigns.

The respective rights, qualifications and obligations of the members shall be as set forth in the By-Laws of the Association.

10.3 **Declarant Control.** Notwithstanding any other provisions herein contained, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and officers of the Association and to amend the By-Laws or rules and regulations of the Association, until the earlier of: (a) ten (10) years from the date of first sale of a unit by Declarant; (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the common element interest to purchasers by Declarant; or (c) until such earlier time as may be determined by Declarant, subject in each case to provisions of the Act. The percentage in (b) above shall be calculated with the assumption that all units to be completed are included in the Condominium, including those in Expansion Areas. Each owner of a condominium unit in CARRINGTON COURT CONDOMINIUM shall be deemed by acceptance of any deed to any unit to agree, approve, and consent to the right of Declarant to so control the Association.

10.4 **Association Personnel.** The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the condominium. The Association may contract for common services or utilities as may be required for each unit.

10.5 **Association Records.** The Association shall have current copies of this Declaration, the Articles of Incorporation and the By-Laws of the Association, the Condominium Plat, any rules or regulations affecting CARRINGTON COURT CONDOMINIUM, and the Association's books, records and financial statements, available for inspection during normal business hours by unit owners or by holders, insurers or guarantors of first mortgages secured by condominium units in CARRINGTON COURT CONDOMINIUM. Upon written request, the Association shall provide a written financial statement for the preceding fiscal year to any such holder, insurer or guarantor.

11. RESIDENTIAL PURPOSE.

The condominium buildings and the units therein contained are intended for and restricted exclusively to residential uses as governed by the terms and conditions contained herein and the By-Laws of the Association, and applicable zoning codes and ordinances.

> "Exclusively residential uses" is intended to permit such incidental usages of the units, such as a small computer business operated from the home, which does not involve frequent visits to the home by customers, any significant traffic or parking problems, or similar intrusions that would rise to the level of a nuisance affecting other owners in the condominium.

Notwithstanding the foregoing, the Declarant reserves the right, at its option and in its sole discretion, to use and occupy various units, selected by the Declarant, as "model" units and sales office, until such time as all expansions provided for in Section 22 herein have been completed by Declarant, or all units have been sold, or leased, or until such earlier time as may be determined by Declarant.

12. REPAIRS AND MAINTENANCE.

12.1 **Individual Units.** Each unit owner shall be responsible for keeping the interior of his/her unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for interior decorating, painting, varnishing, and floor coverings which may at any time be necessary to maintain the good appearance and condition of the unit, all as is more fully set forth in the By-Laws of the Association.

Each unit owner must perform properly or cause to be performed all maintenance and repair work within his own unit and limited common elements which if omitted would affect the project in its entirety or in a portion belonging to other owners, and such owner shall be personally liable to the Association or to adjoining unit owners, as the case may be, for

any damages caused by his failure to do so. The Association may enter the unit pursuant to Section 12.6 herein to accomplish needed repairs or maintenance for which the unit owner is responsible; the determination of the necessity of such repairs by the Association shall be final and binding.

Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each unit owner shall be responsible for the maintenance, repair or replacement of any damaged exterior doors and windows (including replacement of broken glass), garage doors, balcony/deck/patio doors, screens and screening, door bells and exterior lighting fixtures, and all maintenance, repair and replacement of appliances, refrigerators, ranges, heating and air conditioning equipment, including appurtenant compressor and condenser, plumbing lines and fixtures, dishwashers, disposals, laundry equipment such as washers and dryers, water heaters, interior electrical wiring and fixtures, door bells, or other equipment which may be in, or connect with, the unit or the limited common elements appurtenant to the unit. Unit owners shall be responsible for utility and communication services that are separately metered and/or delivered to the respective units, such as electricity, natural gas, telephone, premium cable television and other communications services, to the extent not provided in common through the Association, and any other services metered or charged individually to the respective units. For purposes of uniformity of external appearance and quality, the Association may specify the type, color and quality of materials to be used in replacing, repairing, painting or maintaining damaged external fixtures such as entry doors, garage doors, porch screens and screening, external lighting fixtures and other items which may be determined from time to time by the Board of Directors of the Association.

12.2 **Common Elements and Facilities.** The Association shall be responsible for the management and control of the common elements and facilities and structural portions of the limited common elements, and shall cause the same to be kept in good, clean, attractive and sanitary condition, working order, and repair. Without in any way limiting the foregoing, this shall include all structural repairs, routine painting, repair, and maintenance of building exteriors, including foundations, walls, and balconies/patios/decks, roof, exterior entry doors and garage doors, and repair and maintenance of utility lines, roads, walkways and driveways, lawns and landscaping, as well as maintenance and inspection of certain equipment within units, including fire and security alarms and sprinkler systems, if any, as is all more fully set forth in the By-Laws. All expenses of maintenance of the common elements and facilities shall be a common expense of the Association. In the event any repair or maintenance of the common elements is necessitated by reason of the negligence or misuse of a unit owner or the guest or agent of a unit owner, such expense shall be charged and individually assessed against the responsible unit owner and his/her unit.

12.3 **Limited Common Elements.** Each unit owner, at his sole expense, shall keep the limited common elements appurtenant to his unit, as defined in Section 8 hereof and as described in the Condominium Plat, in a good, clean, sanitary and attractive condition.

12.4 **Alterations.** The Association shall have control over all additions, improvements and alterations to common elements and limited common elements. Individual unit owners may make alterations or additions to common or limited common elements only upon written application to and written approval by the Association prior to commencement of

any work, which approval may specify maintenance responsibilities. Individual unit owners shall be responsible at their sole expense for maintenance, repair and upkeep of all such individual additions, improvements, alterations and changes made to the common or limited common elements, including any screening or shutters installed on balconies or decks, and as may be specified by the Association.

12.5 **Prohibition Against Structural Changes by Owner.** A unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to his/her unit, or in or to the exterior of any building or any common or limited common elements and facilities, or make or install any improvements or equipment which may affect other units or the owners of other units. A unit owner shall not perform, or allow to be performed, any act or work which will impair the structural soundness or integrity of the buildings or units, or the safety of the Property, or impair any easement or property right, without the prior written consent of the Association.

12.6 **Entry for Repairs.** The Association may enter any unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair or for any other matters for which the Association is responsible, or to accomplish maintenance for which the unit owner is responsible hereunder. Such entry shall be made with prior notice to the owners, except in the case of an emergency when injury or property damage may result from delayed entry, and with as little inconvenience to the owners as practicable, 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 in the discretion of the Board of Directors. Repairs or maintenance for which the unit owner is responsible shall be individually assessed against such unit owner.

12.7 **Decorating/Flooring.** Each unit owner shall have the exclusive right to carpet, paint, repaint, tile, panel, paper or otherwise refurbish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his/her unit and all walls, ceilings, floors and doors within such boundaries, and to erect partition walls of a non-structural nature within the unit. All floor areas within second floor units shall be covered with carpeting over sound-absorbing padding, or ceramic tile, hardwood, or other hard surface flooring which shall be placed over a padding or a resilient sound absorbing underlayment of material acceptable to the Association, which shall be of sufficient quality and quantity to buffer "normal usage" noises heard beneath such unit.

13. RELOCATION OF BOUNDARIES / SUBDIVISION

13.1 **Relocation of Boundaries.** Unit owners in CARRINGTON COURT CONDOMINIUM may not relocate unit boundaries between adjoining units, except upon written application by all involved unit owners to and prior written approval of the Association and upon strict compliance with the provisions hereof and the Condominium Act. The requesting unit owners shall pay all expenses incurred in connection with the relocation of boundaries.

13.2 **No Subdivision.** No unit in CARRINGTON COURT CONDOMINIUM may be subdivided or separated, except that units which have relocated boundaries in accordance with the foregoing provisions may thereafter be separated, provided that no resulting unit shall be

smaller in square footage or percentage of undivided interest in the common elements than the units as originally declared by this Declaration. The procedures for separation of units which have relocated boundaries shall be as stated in the Condominium Act.

14. PARTITION OF COMMON ELEMENTS AND TIME SHARING PROHIBITED.

14.1 **Partition.** There shall be no partition of the common elements and facilities and limited common elements through judicial proceedings or otherwise, except as otherwise provided in this Declaration, until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership. Provided, however, that if any unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single unit as between such co-owners. No unit may be subdivided or separated, except as provided in Section 13 herein.

14.2 **Time-Sharing.** There shall be no time-sharing of any units or common elements or any interest therein in CARRINGTON COURT CONDOMINIUM.

15. DESTRUCTION AND RECONSTRUCTION.

In the event of a partial or total damage or destruction of a building or buildings or any other part of the common elements, such shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, so as to be compatible with the remainder of the condominium. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction, as provided in Section 16 hereof. However, if the repair or reconstruction of the damage or destruction would exceed available insurance proceeds, within 90 days of the date of the damage or destruction, the Association may determine not to rebuild or repair by written consent of at least 75% of the votes in the Association (such written consent is not effective unless approved by the mortgagee of the unit, if any). In such event, the Property shall be subject to an action for partition and shall be partitioned pursuant to §703.18 of the Wisconsin Statutes, providing for distribution of net proceeds of sale of the Property and net proceeds of insurance in proportion to the undivided percentage ownership interests in the common elements and in accordance with the priority of interests in each unit.

On reconstruction, the design, plan and specifications of any building or unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any unit may not vary by more than five percent (5%) from the number of square feet for such unit as originally constructed, and the location of the buildings and units shall be substantially the same as prior to damage or destruction. If it is determined to repair and rebuild, all costs of repair or reconstruction in excess of available insurance proceeds shall be a common expense, and the Association shall have the right to levy assessments as a common expense against all unit owners to the extent that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

16. INSURANCE.

16.1 **Units.** Individual unit owners shall provide insurance for the interior of their respective units and all fixtures and improvements contained therein. Premiums for such insurance shall be an individual expense of the respective unit owners.

16.2 **Common Elements.** The Association shall provide and maintain fire and broad form extended coverage insurance on the buildings, improvements, and any other common elements and limited common elements and any portion thereof which are a part of the Property, in an amount not less than the full replacement value thereof from time to time. Such insurance shall be obtained in the name of the Association as trustee for each of the unit owners and their respective mortgagees in the percentages established in this Declaration, as their interests may appear. Premiums shall be a common expense.

In the event of partial or total destruction of a building or buildings and the repair or reconstruction of such building or buildings in accordance with Section 15 hereof, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the insurance proceeds together with the net proceeds of sale, shall be distributed to the unit owners and their mortgagees, if any, as their respective interests may appear, in the manner provided by the Act.

16.3 **Combined Insurance.** If insurance coverage is available to combine protection for the Association and the unit owner's individual unit, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost-sharing basis under which the unit owner would be assessed individually for the amount of insurance which he/she directs the Board of Directors to include in such policies for his/her additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any unit owner, at his/her own expense, to provide any additional insurance coverage on his/her improvements or on his/her unit which will not duplicate any insurance provided by the Association of unit owners.

16.4 **Liability Insurance.** The Board of Directors shall also provide public liability insurance covering the common elements and facilities and the limited common elements with respect to all claims commonly insured against in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors shall also provide workman's compensation insurance, directors' and officers' liability insurance and fidelity bonds on such officers and employees in such amounts and with such coverage as is determined by the Board of Directors to be necessary or advisable from time to time.

16.5 **Terms of Insurance.** To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective agents, invitees and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more unit owners, or the Association, or their agents, invitees or guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is

deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

17. LIABILITY FOR COMMON EXPENSES.

The costs of administration of the Association, insurance, repair, maintenance and other expenses of the buildings, improvements, the common elements and facilities and limited common elements, including private roads, common services provided to the unit owners such as professional management services, utility services to common elements, common cable, snow removal, and repair and maintenance of landscaping, walkways, driveways, roads and parking areas, shall be paid for by the Association. The Association shall make assessments against the unit owners and the units for such common expenses in accordance with the percentage of the undivided interest in the common and limited common elements and facilities relating to each unit, in the manner provided in the By-Laws of the Association. No unit owner may exempt himself or his/her unit ownership from liability for his/her contribution toward the common expenses by waiver of the use or enjoyment of any of the common or limited common elements and facilities or services or by abandonment of his/her unit. No conveyance shall relieve the unit owner-grantor or his/her unit of such liability, and he/she shall be jointly, severally and personally liable along with his/her grantee in any such conveyance for the common expenses incurred up to the date of sale, until all expenses charged to his/her unit have been paid.

All assessments, when due, shall immediately become a personal debt of the unit owner and also a lien, until paid, against the unit to which charged, as provided in the Act. Assessments shall be made against the unit owners and the units at the beginning of each fiscal year of the Association to meet estimated common expenses of the Association for the ensuing year; however, if prorated and paid in installments, the assessments shall not be considered due until the respective installment payment dates. In the event of delinquency in payment, the Association may assess penalties and interest, and may accelerate annual assessments remaining unpaid with respect to such delinquent unit for purposes of collection or foreclosure action by the Association.

18. CONVEYANCE TO INCLUDE INTERESTS IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

The percentage of undivided ownership interest in the common and limited common elements and facilities shall not be separated from the unit to which it appertains. No unit owner shall execute any deed, mortgage, lease or other instrument affecting title to such unit ownership without including therein both his interest in the unit and his corresponding percentage of ownership in the common and limited common elements and facilities, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

19. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

19.1 **Utilities.** Easements are hereby declared and granted for the benefit of the unit owners and the Association and reserved for the benefit of the Declarant for roadway, walkway, and utility purposes, including the right to use, install, lay, maintain, repair and replace roads, walks, water lines and pipes, sewer lines, gas mains, telephone wires and equipment, master communication/television/security/alarm systems or cable wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the common elements and facilities, to service the condominium Property or the property described in Section 22 herein.

19.2 **Encroachments.** In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or construction of any unit, any part of the common elements and facilities, or limited common elements, encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common elements and facilities, or limited common elements, or any portion of any unit encroaches upon any part of any other unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit so long as all or any part of the building containing such unit shall remain standing, and unit and common element boundaries shall be as provided in the Act. Provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owner or owners of the common elements or facilities, or limited common elements, if such encroachment occurred due to the willful and knowing conduct of said owner or owners.

19.3 **Rights of Ingress and Egress.** Each unit owner shall have an unrestricted right of ingress and egress to and from his or her unit and the public way that shall be perpetual and pass with the unit upon transfers of ownership.

19.4 **Binding Effect.** All easements and rights described in this Section 19 are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all unit owners, purchasers and mortgagees and their heirs, personal representatives, successors and assigns. The Association or the Declarant shall have the authority to execute and record all documents necessary to carry out the intent of this Section 19.

20. RIGHTS OF ACTION; FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER.

20.1 **Rights of Action.** If any unit owner fails to comply with this Declaration or the By-Laws or decisions made by the Association, the Association or any other unit owner may sue such unit owner for damages caused by the failure or for injunctive relief. In addition, the Association shall have the enforcement authority contained in the By-Laws of the Association.

20.2 **No Waiver.** The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a unit owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

21. AMENDMENTS TO DECLARATION.

Except as otherwise provided by the Act with respect to termination of the condominium form of ownership, and except as provided in Section 22 herein, this Declaration may be amended only with the written consent of unit owners with not less than two-thirds (2/3) of the votes in the Association. A unit owner's written consent is not effective unless it is approved by the mortgagee of the unit, if any. During the expansion period specified in Section 22.1, and prior to completion of construction and initial sale of all declared condominium units by Declarant, 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 his address on file with the Association.

22. EXPANSIONS OF CARRINGTON COURT CONDOMINIUM.

22.1 **Right to Expand.** Declarant hereby reserves the right and option unto itself, its successors or assigns, in its sole discretion, within a period of ten (10) years after the date of recording this Declaration in the office of the Register of Deeds for Kenosha County, Wisconsin, to expand and add to CARRINGTON COURT CONDOMINIUM, and include as property subject to this Declaration, in any sequence whatsoever, all or any part of the real estate and improvements described below and described as Expansion Areas in the Condominium Plat attached hereto:

EXPANSION AREAS PROPERTY

Part of Parcel 1 of Certified Survey Map No. 2324, a recorded map in the Town of Somers, Kenosha County, Wisconsin, recorded at the Register of Deeds on September 17, 2002 as Document No. 1284191 more particularly described as that part of the Southwest ¼ of the Southeast ¼ of Section 12, Township 2 North, Range 22 East, in the Town of Somers, Kenosha County, Wisconsin described as follows: Begin at the Southwest corner of said Certified Survey Map 2324; run thence N01°47'17"E 53.06 feet, thence N08°46'08"E 335.90 feet, thence S88°46'52"E 769.97 feet, thence S01°13"08"W 44.49 feet to a point of curvature of a curve of Southwesterly convexity whose radius is 180.00 feet and whose chord bears S39°03'12"E 232.71 feet; thence Southerly 253.04 feet along said curve; thence S01°41'13"W 222.29 feet to

the North line of C.T.H. "E" (12th Street); thence N87°58'46"W 918.79 feet along said North line; thence N43°05'45"W 63.77 feet to the point of beginning. Containing 8.882 acres.

Together with:

Parcel 3 of Certified Survey Map No. 2324, a recorded map in the Town of Somers, Kenosha County, Wisconsin, recorded at the Register of Deeds on September 17, 2002 as Document No. 1234191. Containing 4.795 acres.

In the event of such expansion, Declarant or its successors or assigns shall be entitled to construct on the property described above and to add to CARRINGTON COURT CONDOMINIUM, and submit to the condominium form of ownership hereunder, a maximum of sixty (60) additional condominium units, or any lesser number, and such facilities or amenities as Declarant, its successors or assigns, may deem appropriate, all of which, if constructed, shall be of generally comparable design, construction, quality and appearance as the original buildings and floor plans constructed and submitted to the condominium form of ownership hereunder. All improvements intended for the Expansion Area shall be constructed in a manner consistent with the initial improvements. It is presently intended that such expansion units would be contained in five (5) additional buildings of twelve (12) units each, but the Declarant shall be able utilize different configurations of units in its sole discretion. Such units shall be located generally as shown in the Condominium Plat, but final location and configuration of the buildings and units shall be at the sole discretion of the Declarant. CARRINGTON COURT CONDOMINIUM may ultimately consist of a residential condominium of one hundred and eight (108) units if the maximum number of units in the Expansion Areas are added to the condominium. All units, unit owners and occupants, and the common and limited common elements and facilities of the Expansion Areas, if and when the Expansion Areas are added, shall be in all respects subject to the provisions, restrictions, covenants, terms and conditions of the Condominium Act, this Declaration, and the Articles and By-Laws of the Association, and such amendments, restrictions, rules and regulations as may be promulgated thereunder.

22.2 **Adjustment to Percentage Ownership in Common Elements.** Upon the effective date of any such expansion, or any one in a series of expansions, the percentage of the aggregate undivided interest in the common elements and facilities and limited common elements relating to each unit and its owners, shall be adjusted and reallocated between all unit owners for purposes of ownership, common surplus, and the proportionate share of common expenses to be paid by each unit, as set forth in Section 9 herein. Such percentages shall pertain to the prior condominium Property as well as the property then added to CARRINGTON COURT CONDOMINIUM. Each unit, including units in any expansion, shall be entitled to one (1) vote in the Association per unit.

22.3 **Expansion Amendments.** Any such expansion, or series of expansions, shall be accomplished by Declarant in each case through the filing and recording in the office of the Register of Deeds for Kenosha County, Wisconsin, of (i) an Amendment to this Declaration which shall set forth among other things the legal description of the properties being added to the condominium, and the new percentage interests and voting rights of the unit owners, and (ii) an Addendum to the Condominium Plat which shall include details and information concerning the

expansion Property as required in the original Condominium Plat. Such Amendments shall otherwise be in compliance with requirements of the Act, and shall be effective as of the date of recording. Such Amendment or Amendments need not be signed by any person or entity other than the Declarant herein, or its successors or assigns. There shall be no limitation on the order in which portions of the Expansion Areas may be added to the condominium, or the determination of the boundaries of such expansion parcels, all of which shall be in the sole discretion of Declarant.

22.4 **Existing Mortgages.** Upon the effective date of any expansion, the interest of any mortgagee of a unit shall attach to the new percentage interest in the common elements appurtenant to the mortgaged unit.

22.5 **Failure to Expand.** No portion or portions of the Expansion Areas shall be subject to any of the provisions of the condominium instruments unless and until an Amendment to the Declaration is recorded by Declarant adding such portion or portions to the condominium. Nothing contained in this Section 22 shall be deemed to place any obligation on the Declarant, its successors or assigns, with respect to accomplishment of any addition of the Expansion Areas to the condominium, or expansion of CARRINGTON COURT CONDOMINIUM, nor shall anything contained herein be deemed to grant or create a right in unit owners under this Declaration with respect to such addition or expansion.

22.6 **Easements.** Declarant expressly declares, reserves and excepts access and development easements across the roadways and other lands subject to this Declaration from time to time for the benefit of, and as necessary in connection with, the development and use of the Expansion Areas land owned by the Declarant, its successors and assigns. Included in this reservation are easements for purposes of roadway and walkway access and rights-of-ways across Phase I and any expansions thereto for the benefit of Expansion Areas land owned by Declarant, and as may be necessary in connection with development, construction, sale and use of Expansion Areas land, which easements shall be effective whether or not the said Expansion Areas land or any part thereof is ultimately annexed to CARRINGTON COURT CONDOMINIUM. The Declarant shall have the authority to execute and record all documents necessary to carry out the intent of this paragraph. Each unit owner, by acceptance of any deed to any unit hereunder, shall be deemed to grant to the Declarant, its successors and assigns, an irrevocable Power of Attorney, coupled with an interest, to execute and record all documents and legal instruments necessary to implement the provisions and intent of this paragraph. The easements here reserved shall be continuing covenants running with the land subject hereto, and shall become effective upon the first conveyance of all or any part of the condominium Property described in Section 4 above by Declarant.

23. NOTICES.

All notices and other documents required to be given by this Declaration or the By-Laws 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 specified for receipt of process herein. 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 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.

24. RESIDENT AGENT.

The Resident Agent for the Condominium shall be Michael H. Dilworth, c/o Ener-Con Builders, 7300 South 13th Street, Suite 101, Oak Creek, WI 53154, or such other person or entity as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Department of Financial Institutions of the State of Wisconsin. A designation of a Resident Agent in replacement of said Agent shall be filed by the Association within thirty (30) days after the date Declarant has sold all units in the Condominium, or at such earlier time as may be requested by said Agent. The Association may designate successors to the Resident Agent by affirmative vote of the unit owners with a majority of the votes present or represented by proxy at a meeting of the Association at which a quorum is in attendance.

25. MORTGAGEE RIGHTS.

25.1 The holder, insurer or guarantor of any first mortgage or land contract upon a unit in CARRINGTON COURT CONDOMINIUM ("Mortgagee"), upon the submission of a request to the Association in writing delivered to the Resident Agent, shall be entitled to receive notice from the Association of the following matters:

25.1.1 Written notice as to any default or delinquency in the performance by the individual unit owner who is the Mortgagee's mortgagor as to any obligation under condominium documents, which default or delinquency is not cured within thirty (30) days after written notice of said default or delinquency by the Association to the said mortgagor;

25.1.2 Written notice of 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 the Declaration, the Articles of Incorporation of the Association, or the By-Laws of the Association in any material respect. A change to any of the following is considered material hereunder:

(a) voting rights;

(b) assessments, assessment liens, or the priority of assessment liens;

(c) reserves for maintenance and repairs;

(d) responsibility for maintenance and repairs;

(e) reallocation of interests in the common or limited common elements;

(f) redefinition of any unit boundaries;

(g) expansion or contraction of CARRINGTON COURT CONDOMINIUM, or the addition or withdrawal of Property to or from the same;

(h) insurance or fidelity bond;

(i) leasing of units;

(j) imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;

(k) a decision by the Association to establish self-management;

(l) restoration or repair of CARRINGTON COURT CONDOMINIUM after a hazard damage or partial condemnation in a manner other than that specified in the Declaration;

(m) any action to terminate the legal status of CARRINGTON COURT CONDOMINIUM after substantial destruction or condemnation occurs; or

(n) any provisions contained in the Declaration that expressly benefit mortgage holders, insurers or guarantors.

25.1.3 Written notice of any damage or destruction to the common elements of the condominium, including building structure, fixtures and equipment which are a part of the common elements, which is in an aggregate amount exceeding $100,000, at such time as such damage or destruction is known to the Board of Directors.

25.1.4 Written notice of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

25.1.5 Written notice of any proposed action that requires the consent of a specified percentage of mortgagees.

25.2 Except as provided by the Act in the case of damage to or destruction of all or any part of the Property, the Association shall not, unless the Mortgagees of at least two-thirds (2/3) of the units (including therein any units which are not mortgaged) have given their prior written consent:

25.2.1 Change the undivided percentage interest in the common elements of the condominium appurtenant to any unit, or the manner of making assessments for common expenses based upon such percentage, except as may be permitted under Section 22 herein in the case of expansion of the condominium.

25.2.2 Partition or subdivide any unit or common elements of the condominium, except that with respect to relocation of boundaries as provided in Section 13 herein, approval of the Mortgagees of all affected units need only be obtained.

25.2.3 By act or omission seek to abandon or terminate the condominium or encumber or convey any part of the common elements of the condominium.

25.3 To be entitled to receive notification as provided for herein, the Mortgagee must send a written request to the Resident Agent of the Association, stating its name, address and the unit number or address on which it has a mortgage, insurance policy or guaranty.

26. **NUMBER AND GENDER.**

Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

27. **CAPTIONS.**

The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions hereof.

28. **SEVERABILITY.**

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

IN WITNESS WHEREOF, the said Carrington Court LLC, a Wisconsin Limited Liability Company, Declarant, has caused this document to be executed at Madison, Wisconsin as of the date first set forth above.

CARRINGTON COURT LLC,
a Wisconsin Limited Liability Company

By: _____

AUTHENTICATION

Signature of Michael H. Dilworth, as Managing Member of CARRINGTON COURT LLC, authenticated as of the 26th day of March, 2003.

Title: Member, State Bar of Wisconsin
(If not, _____
authorized by §706.06, Wis. Stats.)

This instrument was drafted by:

David L. Petersen
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, Wisconsin

QBNAP\308926. 4

20

DESCRIPTION

Carrington Court Condominium
Phase One

March 10, 2003

Parcel 2 of Certified Survey Map No. 2324, a recorded map in the Town of Somers, Kenosha County, Wisconsin, recorded at the Register of Deeds on September 17, 2002 as Document No, 1284191 and that part of Parcel 1 of said Certified Survey Map No. 2324 more particularly described as follows: Begin at the southeast corner of said Parcel 1 located on the North line of C.T.H. "E"; run thence N87°58'46"W 565.51 feet along said North line; thence N01°41'13"E 222.29 feet to the South line of 11th Place and a point on a curve of Southerly convexity whose radius is 180.00 feet and whose chord bears S83°49'09"E 28.21 feet; thence Easterly 28.24 feet along the arc of said curve and said South line; thence S88°18'47"E 563.60 feet along said South line to a point on a curve of Northeasterly convexity whose radius is 15.00 feet and whose chord bears S43°08'47"E 21.27 feet; thence Southeasterly 23.65 feet along the arc of said curve to a point on the West line of 25th Avenue; thence S02°01'12"W 188.72 feet along said West line to a point on a curve of Southerly convexity whose radius is 20.00 feet and whose chord bears S47°01'14"W 28.28 feet; thence Southerly 31.42 feet along the arc of said curve to the North line of C.T.H. "E" and the point of beginning. Containing 5.693 acres.

Subject to easements and restrictions of record.

CERTIFICATION

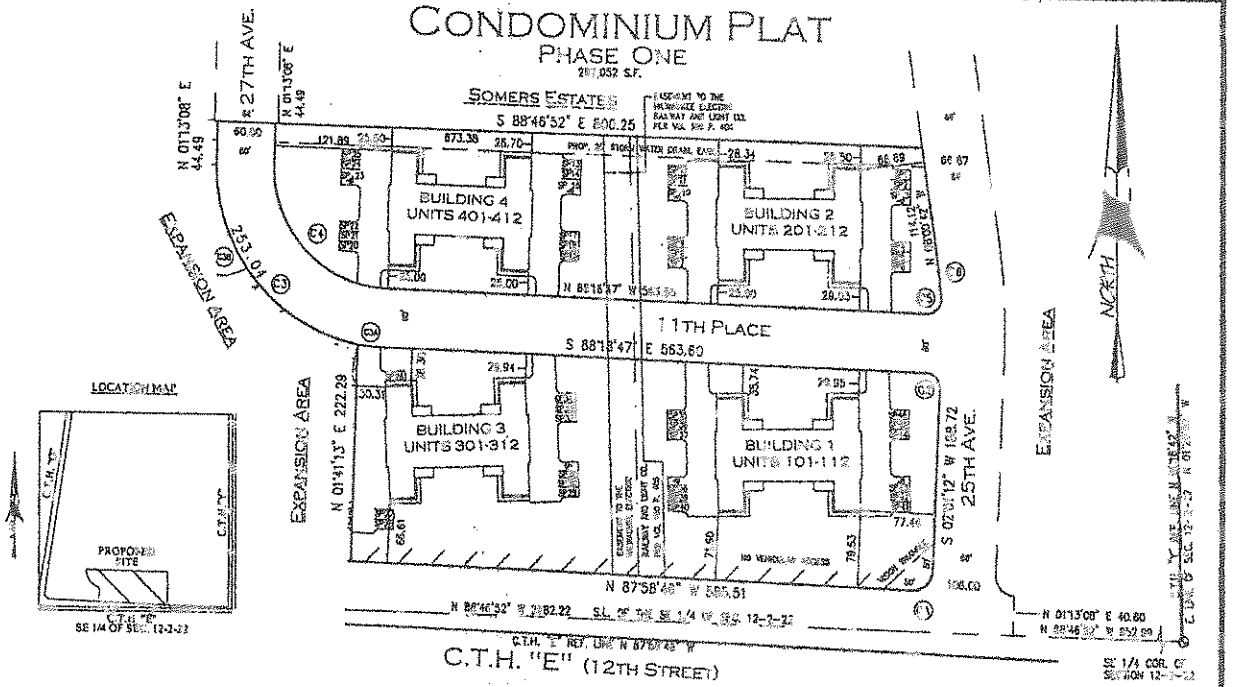
The Condominium plat is a correct representation of the condominium described and the identification and location of each unit and the common elements can be determined from the plat.

Mark R. Madsen

Mark R. Madsen, RLS #2271

WISCONSIN
MARK R. MADSEN
S-2271
RACINE, WI
LAND SURVEYOR

CONDOMINIUM PLAT
PHASE ONE
297,052 S.F.



200' 0' 200'

SCALE 1"=200'

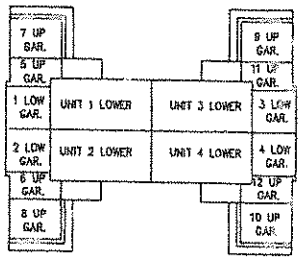
BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE.

ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929.

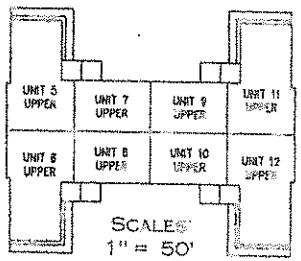
THE COMMON ELEMENTS ARE ALL OF THE CONDOMINIUM PROPERTY EXCEPT THE INDIVIDUAL CONDOMINIUM UNITS.

CURVE TABLE

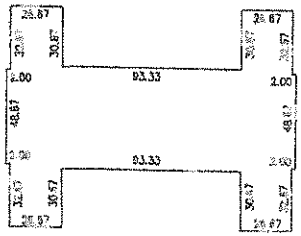
NO.	DELTA	RADIUS	ARC	TANGENT	CHORD BEARING	CHORD
C1	90°00'00"	20.00	31.42	20.00	S 47°01'14" W	28.28
C2	90°20'01"	15.00	23.65	15.09	S 43°08'47" E	21.27
C3	89°31'55"	180.00	281.27	178.54	N 43°32'50" W	253.52
C3A	08°59'16"	180.00	28.24	14.15	S 83°49'09" E	28.21
C3B	80°32'39"	180.00	253.04	152.50	N 39°03'12" W	232.71
C4	89°31'55"	120.00	187.52	119.02	S 43°32'50" E	169.01
C5	92°33'35"	15.00	24.23	15.69	N 46°24'25" E	21.68
C6	07°08'20"	467.00	58.19	29.13	S 04°26'32" E	58.15
C7	10°01'56"	533.00	93.33	46.78	S 02°58'44" E	93.21
C8	90°00'00"	20.00	31.42	20.00	S 42°58'46" E	28.28



BUILDING TYPICAL
LOWER UNIT



BUILDING TYPICAL
UPPER UNIT



BUILDING TYPICAL
FOUNDATION

REVISIONS	BY	DATE
NOTE REVISIONS	SCB	09-10-03

PAPER SPACE DRAWINGS	DRAWING NAME
☒ YES ☐ NO	2000355CNDO.DWG

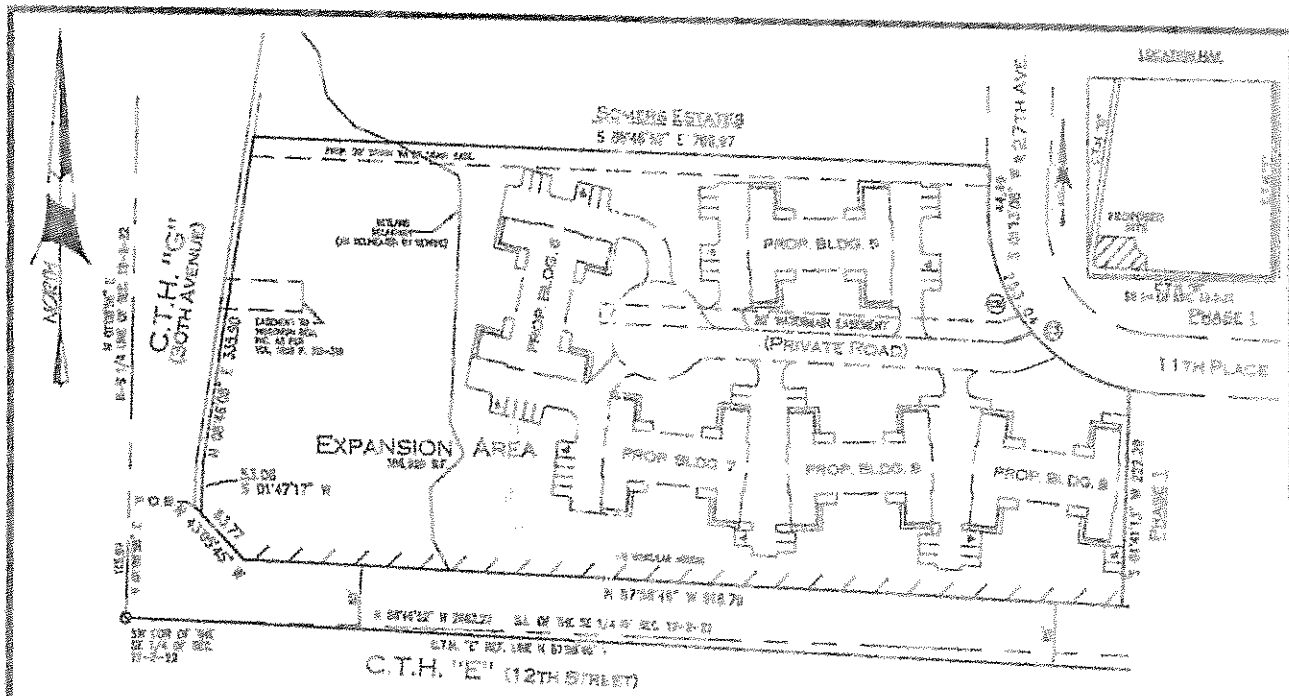
DRAWN BY	DATE
SCB	09-07-01
FIELD WORK	DATE

SCALES:
1" = 200'

NM & B NIELSEN MADSEN & BARBER S.C.
CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS
1339 WASHINGTON AVE. RACINE, WI. 53403
TELEPHONE (262)634-5588 FAX (262)634-3024
E-MAIL NMB@NMBSC.NET

CARRINGTON COURT CONDOMINIUM
TOWN OF SOMERS, KENOSHA COUNTY, WISCONSIN

SHEET NO.
1 OF 9
JOB 2000.355



DESCRIPTION

Carrington Court Condominium
Expansion Area

March 10, 2003

Part of Parcel 1 of Certified Survey Map No. 2334, a recorded map in the Town of Somers, Kenosha County, Wisconsin, recorded in the Register of Deeds on September 17, 2002 as Document No. 1259181 more particularly described as the part of the Southwest 1/4 of the Southeast 1/4 of Section 13, Township 2 North, Range 22 East, in the Town of Somers, Kenosha County, Wisconsin described as follows: Begin at the Southwest corner of said Certified Survey Map 2334, run thence N89°46'57"E 30.09 feet; thence N00°46'08"E 333.90 feet; thence N89°46'57"E 766.97 feet; thence S00°13'03"W 44.48 feet to a point of curvature of a curve of Southeasterly concavity whose radius is 150.00 feet and whose chord bears S29°53'10"E 200.11 feet; thence Southerly 703.04 feet along said curve; thence S61°01'13"W 202.22 feet to the North line of C.T.H. "E" (12th Street); thence N87°58'16"W 916.79 feet along said North line; thence N47°58'01"W 69.27 feet to the point of beginning. Containing 6.882 Acres.

Subject to covenants and restrictions of record.

WISCONSIN
MARK R. MADSEN
S-2021
LAND SURVEYOR

Mark R. Madsen
3-10-03

CURVE TABLE

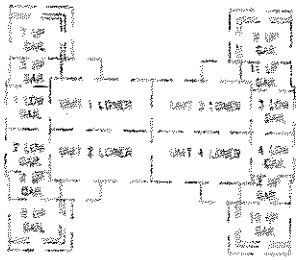
NO.	DELTA	RADIUS	ARC	TANGENT	CHORD BEARING	CHORD
C1	90°00'00"	20.00	31.42	20.00	N 47°01'14" E	28.28
C2	090°29'01"	15.00	23.69	15.09	N 43°08'47" W	21.27
C3	89°31'59"	180.00	281.27	178.54	S 43°32'59" E	253.57
C4A	08°59'16"	180.00	28.23	14.15	S 83°46'09" E	28.20
C4B	90°32'39"	180.00	283.04	182.50	S 39°53'12" E	254.71
C4	89°31'55"	120.00	187.52	119.02	S 43°32'59" E	169.01
C5	92°33'35"	15.00	24.23	15.68	N 45°24'29" E	21.68
C6	07°05'20"	467.00	58.13	29.13	S 04°26'32" E	58.15
C7	15°01'56"	333.00	87.33	46.78	S 07°59'44" E	87.07
C8	90°00'00"	20.00	31.42	20.00	N 42°58'46" W	28.28

200' 0 200'
SCALE 1" = 200'

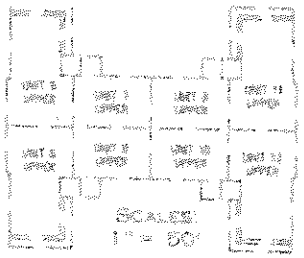
BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE.

ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929.

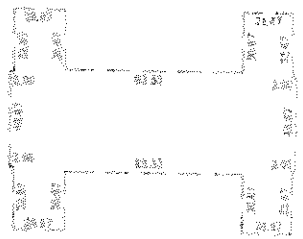
THE COMMON ELEMENTS ARE ALL OF THE CONDOMINIUM PROPERTY EXCEPT THE INDIVIDUAL CONDOMINIUM UNITS



BUILDING TYPICAL
LOWER UNIT



BUILDING TYPICAL
UPPER UNIT



BUILDING TYPICAL
FOUNDATION

REVISIONS	BY	DATE
ADD CONFIGURATIONS	SCB	09/18/02

PAPER SPACE DRAWINGS	DRAWING NAME
BY16 DNO	2000355CNDCDWG
DRAWN BY	DATE
SCB	09/27/01
FIELD WORK	DATE

SCALES:
1" = 200'

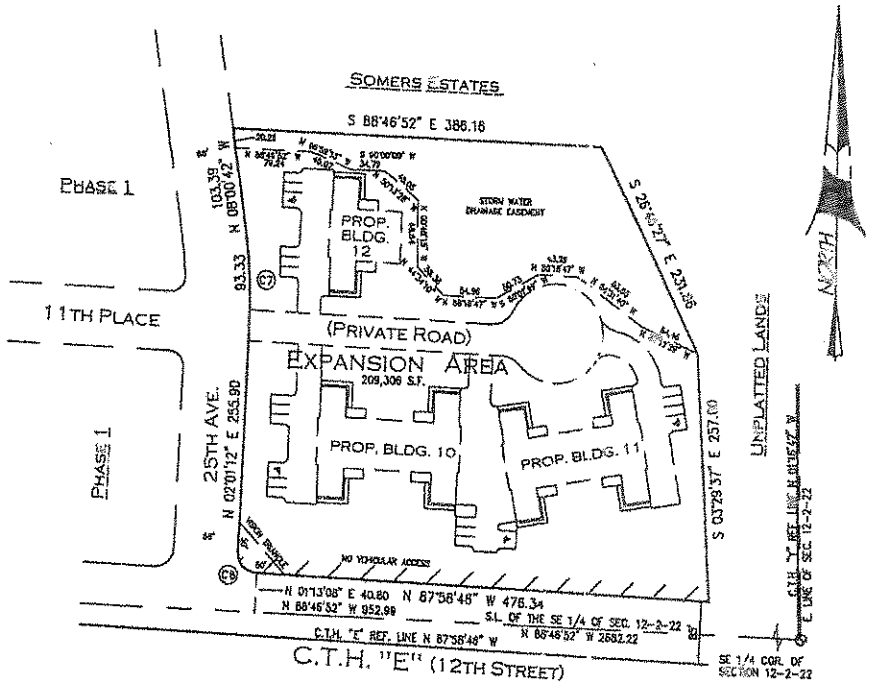
NM & B
NIELSEN MADSEN & BARBER S.C.
CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS
1458 HORIZON BLVD, RACINE, WI 53406
TELEPHONE (262)634-5588 FAX (262)634-9501
EMAIL: NMB@NMBSC.COM

CARRINGTON COURT CONDOMINIUM EXPANSION AREA

TOWN OF SOMERS, KENOSHA COUNTY, WISCONSIN

SHEET NO.
2 OF 3

JOB 2000.355



DESCRIPTION

Carrington Court Condominium
Expansion Area

March 10, 2003

Parcel 3 of Certified Survey Map No. 2324, a recorded map in the Town of Somers, Kenosha County, Wisconsin, recorded at the Register of Deeds on September 17, 2002 as Document No. 1284191. Containing 4.765 Acres.

Subject to easements and restrictions of record.

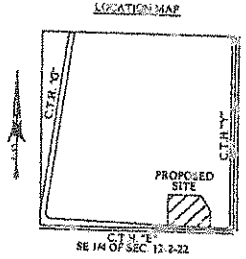
WISCONSIN
MARK R. MADSEN
S-2171
RACINE, WI
LAND SURVEYOR

Mark R Madsen
3-10-03

CURVE TABLE

NO.	DELTA	RADIUS	ARC	TANGENT	CHORD BEARING	CHORD
C1	90°00'00"	20.00	31.42	20.00	N 47°01'14" E	28.28
C2	90°20'01"	15.00	23.65	15.09	N 43°08'47" W	21.27
C3	89°31'55"	160.00	281.27	178.54	S 43°32'50" E	253.52
C3A	08°59'16"	180.00	28.23	14.15	S 83°49'09" E	28.21
C3B	80°32'39"	180.00	253.04	152.50	S 39°03'12" E	232.71
C4	89°31'55"	120.00	187.52	119.02	S 43°32'50" E	169.01
C5	92°33'35"	15.00	24.23	15.69	N 45°24'25" E	21.68
C6	07°08'20"	467.00	58.19	29.13	S 04°26'32" E	58.15
C7	10°01'56"	533.00	93.33	46.78	N 02°59'44" W	93.21
C8	90°00'00"	20.00	31.42	20.00	N 42°58'45" W	28.28

LOCATION MAP



200' 0' 200'
SCALE 1"=200'

BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE.

ALL ELEVATIONS REFER TO NATIONAL GEODETIC DATUM OF 1929.

THE COMMON ELEMENTS ARE ALL OF THE CONDOMINIUM PROPERTY EXCEPT THE INDIVIDUAL CONDOMINIUM UNITS.

REVISIONS	BY	DATE
NOTE REVISIONS	SCB	03-10-03

PAPER SPACE DRAWINGS	DRAWING NAME
☒YES ☐NO	2000355CNDO.DWG

DRAWN BY	DATE
SCB	03-07-01
FIELD WORK	DATE

SCALES: 1" = 200'

NM & B
NIELSEN MADSEN & BARBER S.C.
CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS
1339 WASHINGTON AVE. RACINE, WI. 53403
TELEPHONE (262)634-5588 FAX (262)634-5024
E-MAIL NMB@NMBSC.NET

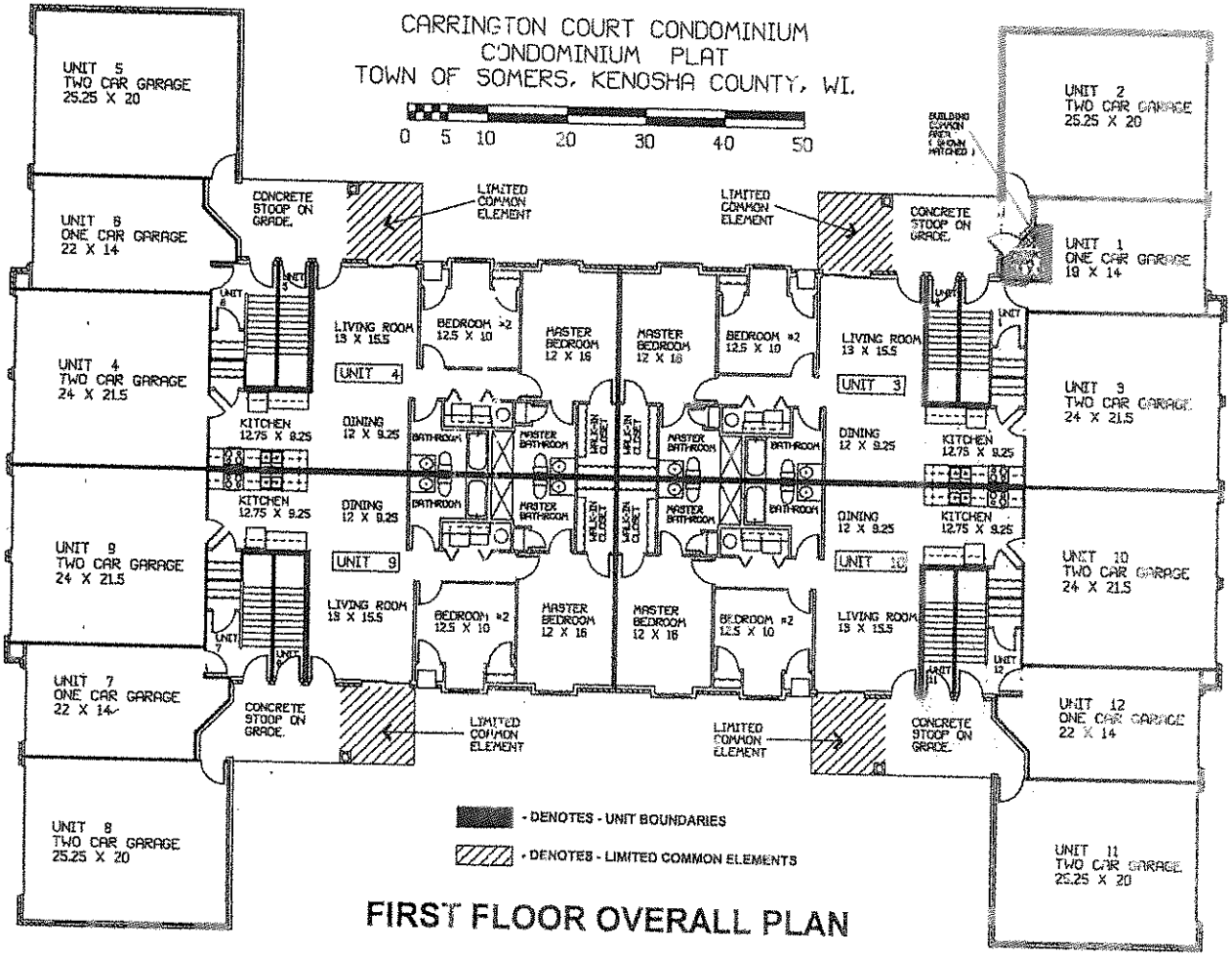
CARRINGTON COURT CONDOMINIUM EXPANSION AREA

TOWN OF SOMERS, KENOSHA COUNTY, WISCONSIN

SHEET NO. 3 OF 9

JOB 2000.355

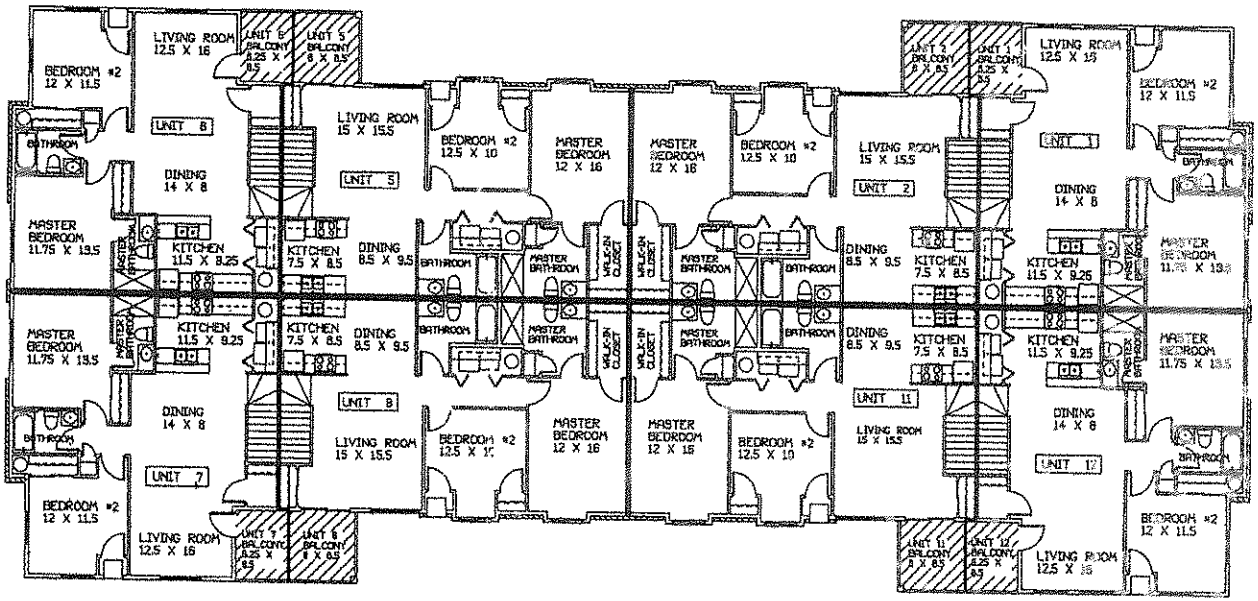
CARRINGTON COURT CONDOMINIUM
CONDOMINIUM PLAT
TOWN OF SOMERS, KENOSHA COUNTY, WI.



FIRST FLOOR OVERALL PLAN

CARRINGTON COURT CONDOMINIUM
CONDOMINIUM PLAT
TOWN OF SOMERS, KENOSHA COUNTY, WI.

0 5 10 20 30 40 50

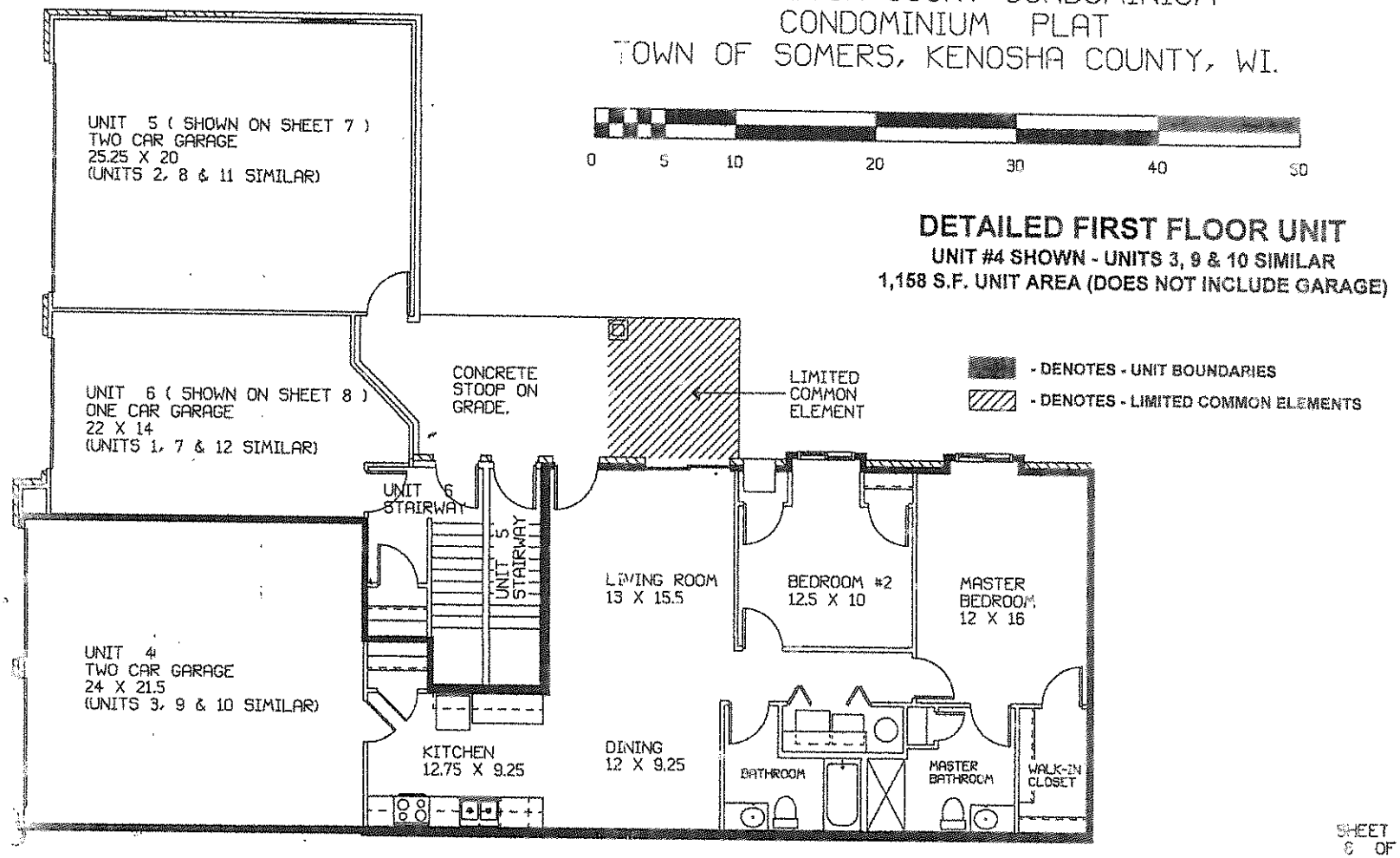


- DENOTES - UNIT BOUNDARIES

- DENOTES - LIMITED COMMON ELEMENTS

UPPER UNIT FLOOR PLANS

CARRINGTON COURT CONDOMINIUM
CONDOMINIUM PLAT
TOWN OF SOMERS, KENOSHA COUNTY, WI.



0 5 10 20 30 40 50

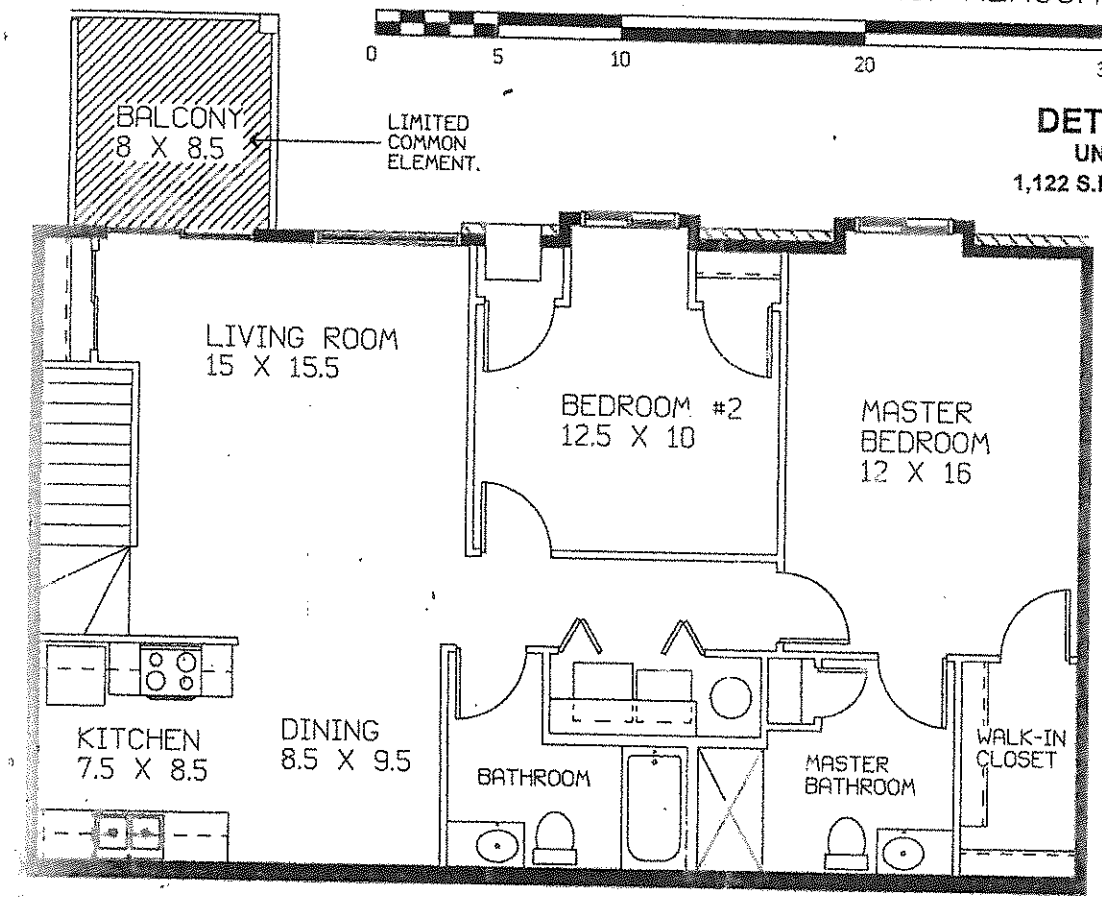
DETAILED FIRST FLOOR UNIT

UNIT #4 SHOWN - UNITS 3, 9 & 10 SIMILAR
1,158 S.F. UNIT AREA (DOES NOT INCLUDE GARAGE)

- DENOTES - UNIT BOUNDARIES
- DENOTES - LIMITED COMMON ELEMENTS

CARRINGTON COURT CONDOMINIUM
CONDOMINIUM PLAT
TOWN OF SOMERS, KENOSHA COUNTY, WI.

0 5 10 20 30 40 50



DETAILED SECOND FLOOR UNIT

UNIT #5 SHOWN - UNITS 2, 8 & 11 SIMILAR

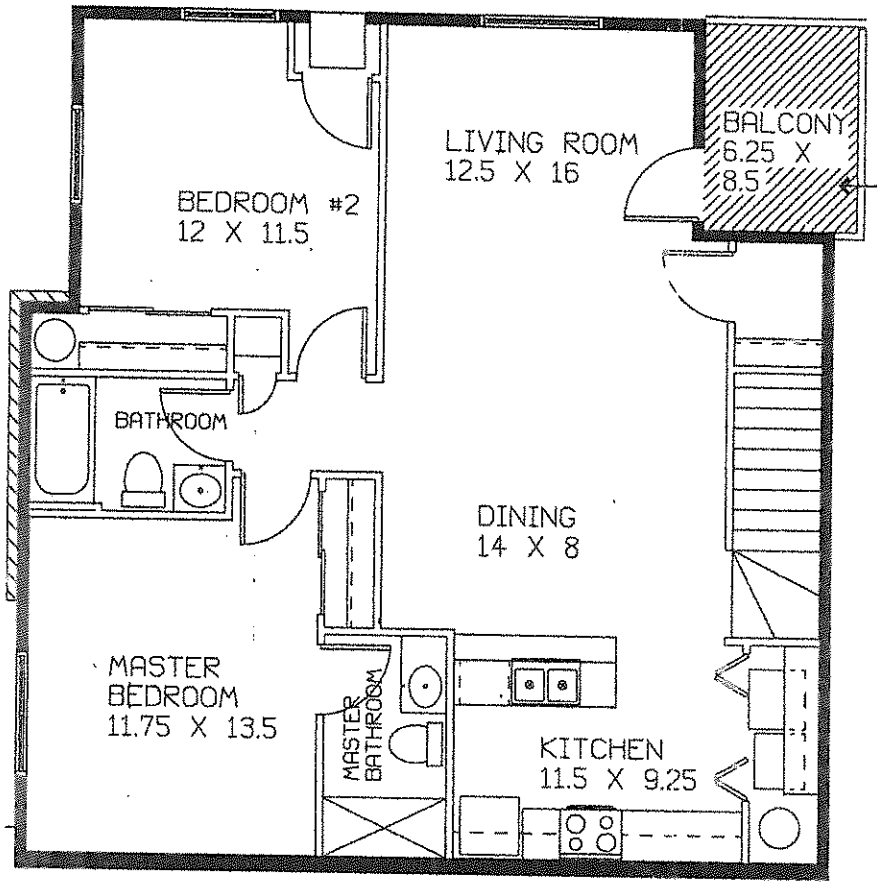
1,122 S.F. UNIT AREA (DOES NOT INCLUDE GARAGE)

NOTE : UNIT GARAGE AND PART OF STAIRWAY ON FIRST FLOOR SHOWN ON SHEET 6 OF 8.

- DENOTES - UNIT BOUNDARIES

- DENOTES - LIMITED COMMON ELEMENTS

CARRINGTON COURT CONDOMINIUM
CONDOMINIUM PLAT
TOWN OF SOMERS, KENOSHA COUNTY, WI.



0 5 10 15 25

LIMITED COMMON ELEMENT.

DETAILED SECOND FLOOR UNIT
UNIT #6 SHOWN - UNITS 1, 7 & 12 SIMILAR
1,070 S.F. UNIT AREA (DOES NOT INCLUDE GARAGE)

NOTE : UNIT GARAGE, ENTRY CLOSET AND PART OF STAIRWAY ON FIRST FLOOR SHOWN ON SHEET 6 OF 8.

- DENOTES - UNIT BOUNDARIES

- DENOTES - LIMITED COMMON ELEMENTS

CARRINGTON COURT CONDOMINIUM
CONDOMINIUM PLAT
TOWN OF SOMERS, KENOSHA COUNTY, WISCONSIN

UNIT NUMBERS:

UNIT NUMBERS FOR THE CONDOMINIUM UNITS IN CARRINGTON COURT CONDOMINIUM ARE A COMBINATION OF THE BUILDING NUMBER AND UNIT LOCATION NUMBER AS SHOWN IN THE FLOOR PLANS.

BUILDING 1: UNITS 101 TO 112
BUILDING 2: UNITS 201 TO 212
BUILDING 3: UNITS 301 TO 312
BUILDING 4: UNITS 401 TO 412

BUILDING ADDRESSES:

EACH CONDOMINIUM BUILDING IN CARRINGTON COURT CONDOMINIUM IS ASSIGNED AN INDIVIDUAL STREET ADDRESS, AS FOLLOWS:

BUILDING 1: 2515 11TH PLACE
BUILDING 2: 2520 11TH PLACE
BUILDING 3: 2645 11TH PLACE
BUILDING 4: 2660 11TH PLACE

POSTAL UNIT ADDRESSES:

THE POST OFFICE ADDRESS FOR EACH UNIT WILL BE A COMBINATION OF ITS BUILDING ADDRESS AND THE UNIT NUMBER. FOR EXAMPLE, UNIT 204 IN THE CONDOMINIUM WOULD HAVE THE FOLLOWING STREET ADDRESS:

MR. AND MRS. JOHN DOE
CARRINGTON COURT CONDOMINIUM
2520 11TH PLACE, UNIT 204
KENOSHA, WI. 53140

WISCONSIN
MARK C. MADSEN
S-622
RACINE
WI
LAND SURVEYOR

Mark C Madsen
3-10-03

REVISIONS	BY	DATE

PAPER SPACE DRAWINGS	DRAWING NAME
☒YES ☐NO	2000355CNDO.DWG
DRAWN BY: SCB	DATE: 03-13-03
FIELD WORK:	DATE:
SCALE: N.T.S	

NM & B NIELSEN MADSEN & BARBER S.C.
CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS
1339 WASHINGTON AVE. RACINE, WI. 53403
TELEPHONE (262)634-5588 FAX (262)634-5024
E-MAIL NMB@NMBSC.NET

CARRINGTON COURT CONDOMINIUM
TOWN OF SOMERS, KENOSHA COUNTY, WISCONSIN

SHEET NO.
9 OF 9
JOB 2000.355