SPRING MEADOWS CONDOMINIUM
RESTATED DECLARATION OF CONDOMINIUM

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SPRING MEADOWS CONDOMINIUM
RESTATED DECLARATION OF CONDOMINIUM

THIS RESTATED DECLARATION is made and entered into by Bear Realty of Kenosha, Inc., a Wisconsin corporation, hereinafter referred to as the "Declarant" in order to amend Section 1 and Section 3 hereof to be consistent with the Condominium Plat made a part hereof as Exhibit A and restate the Declaration of Condominium.

WITNESSETH, THAT:

WHEREAS, the Declarant is the owner in fee simple of certain real estate, hereinafter described, located in the City of Kenosha, Kenosha County, Wisconsin; and

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

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

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

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

Section 1. Description of Land. The land which is the subject of this Declaration and upon which the condominium buildings and

improvements are and will be located is in Kenosha County, Wisconsin, and is more particularly described as follows:

Part of Lot 29 of Spring Meadows, a subdivision of record, said lot being part of the Northeast and Southeast quarters of the Northwest 1/4 of Section 13, Town 2 North, Range 22 East of the Fourth Principal Meridian, City of Kenosha, Kenosha County, Wisconsin, and being more particularly described as follows: Commencing at the Northeast corner of said Lot 29, run thence South 1°46'34" East along the east line of said lot and its extension, 538.93; thence North 88°38'05" West 347.65 feet; thence North 1°03'09" East 49.93 feet to the south line of said lot; thence North 63°40'47" West along said south line, 198.34 feet to the point of beginning of the following described parcel; thence South 85°55'33" West along said south line, 251.56 feet; thence North 88°56'51" West along said south line, 219.65 feet to the east line of 35th Avenue; thence North 14°56'51" West along said east line, 147.50 feet to a point of curvature; thence Northwesterly along the arc of a curve to the right and said east line, 296.90 feet, having a radius of 623.11 feet, a central angle of 27°18'00" and whose long chord bears North 1°17'51" West 294.095 feet to the south line of 13th Street; thence Southeasterly along the arc of a curve to the left and said south line, 287.46 feet, having a radius of 729.16 feet, a central angle of 22°35'16" and whose long chord bears South 88°39'13" East 285.60 feet to a point of reverse curvature; thence Northeasterly along the arc of a curve to the right and said south line, 24.77 feet, having a radius of 1883.04 feet, a central angle of 0°45'13" and whose long chord bears North 80°25'45.5" East 24.77 feet; thence South 9°29'53" East 40.56 feet to a point of curvature; thence Southeasterly along the arc of a curve to the right, 102.26 feet; having a radius of 500.13 feet, a central angle of 11°42'54" and whose long chord bears South 3°38'26" East 102.08 feet; thence North 83°07'01" East 136.03 feet; thence South 10°58'01" East 300.00 feet to the point of beginning.

Containing 4.2351 acres of land, more or less.

Subject to easements of record.

Section 2. Name of Condominium. The name by which the condominium shall be identified is Spring Meadows Condominium.

Section 3. Description of Buildings. Five buildings containing four units each have been constructed, or are in the process of construction, or will be constructed in the location as shown on the Condominium Plat attached to this Declaration as Exhibit A. The condominium dwelling units in the buildings are called "units", and their boundaries are

described in Section 4 of this Declaration. Declarant shall have no liability to any unit owner or mortgagee of a unit for any failure to commence or complete construction of any units, common elements, limited common elements, buildings, or other improvements to the property or condominium.

Each building has two levels of living space. The building is constructed principally of concrete foundations and/or concrete footings, wood frame, brick, wood and concrete floors. The roofs are asphalt shingle. Each unit is connected to the municipal sewer and water system and has an individual hot water heater and individual heating and air conditioning systems. All utilities will be separately metered. A garage space is provided as part of each unit.

Section 4. Description of Units.

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

B. The boundaries of each unit, including the garage space belonging to the unit, shall consist of that part of the cubic area of the building enclosed as follows:

1. Horizontal Boundaries:

a. The upper boundaries of the units shall be the plane of the undecorated, finished ceiling including the first layer of drywall and extended to an intersection with the vertical boundaries; and

b. The lower boundaries of the unit shall be the plane of the undecorated, finished floor extended to an intersection with the vertical boundaries.

2. Vertical Boundaries: The vertical boundaries of the unit shall be the plane of the undecorated, finished interior of the perimeter walls including the first layer of drywall and extending to intersections with each other and with the upper and lower boundaries.

C. Each unit shall include the inner surfaces of the finished walls, ceilings and floors and all windows, mouldings, window frames and doors (including all glass in doors and garage doors) in or appurtenant to a unit and its respective garage.

D. Each building of four units contains the following:

1. Unit A consists of a foyer, great room, dining room, kitchen with dinette, two bedrooms, two bathrooms, den, utility room, storage area and two-stall garage, all on the lower level of the building. The approximate number of square feet in Unit A is 1,857 square feet, exclusive of the garage and any basement area.

2. Unit B consists of a foyer, great room, dining room, kitchen with dinette, two bedrooms, two bathrooms, utility room, storage area and a one- or two-stall garage, all on the lower level of the building. The approximate number of square feet in Unit B is 1,917 square feet, exclusive of the garage and any basement area.

3. Unit C consists of an entry area and two-stall garage on the lower level and great room, dining room, kitchen with dinette, family room, library, den, two bedrooms, two bathrooms and utility room on second level. The aproximate number of square feet in Unit C is 2,304 square feet, exclusive of the garage.

4. Unit D consists of an entry area and a one- or two-stall garage on the lower level and a great room, dining room, kitchen with dinette, two bedrooms, two bathrooms and a utility room on the second level. The approximate number of square feet in Unit D is 1,848 square feet, exclusive of the garage.

E. The structural portions of each building, any smoke detectors and fire alarms and the exterior surface of the garage door shall be common elements except as stated in Section 4C of this Declaration. Utility lines and plumbing equipment located outside of the units shall be repaired and maintained by and at the expense of the Spring Meadows Condominium Association, Inc. (the "Association"). The heating and air conditioning systems and water heater for each unit shall be considered part of the unit and repaired and maintained by and at the expense of the unit owner.

F. Each unit shall include the garage space as shown on Exhibit A and/or as described in subparagraph D above.

G. If any portion of the common or limited common elements shall encroach upon any unit, or if any unit shall encroach upon any other unit or upon a portion of the common or limited common elements as a result of the construction, reconstruction, or repair of the building, or as the result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. The existing physical boundaries of a unit or common elements

constructed or reconstructed in substantial conformity with the Condominium Plat shall be conclusively presumed to be the boundaries of the unit, regardless of the shifting, settlement or lateral movement of the building and regardless of minor variations between the physical boundaries described in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such unit or common element.

H. It is intended and understood that real estate taxes are to be separately taxed to each unit owner for his unit and his corresponding percentage of ownership in the common elements, as provided in the Act. In the event that for any year, such taxes are not separately taxed to each unit owner, but are taxed on the property as a whole, then each unit owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the common elements.

I. Each unit owner shall pay for his own natural gas, cable TV, telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed, such as water and sewer, shall be treated as part of the common expenses.

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

Section 5. Description of Common Elements and Limited Common Elements.

A. The common elements and facilities consist of all of the condominium other than the units themselves.

B. All decks, balconies, patios and driveways immediately adjacent to any unit shall be a part of the common area and not a part of any individual unit; however, as limited common elements, each unit owner shall be entitled to the exclusive use and possession of that deck, balcony, patio and outdoor parking space, direct access to which is provided from his respective unit, or which is or are located outside of and adjoining his respective unit or is designated for such unit. A unit owner shall not paint or otherwise decorate or adorn or change the appearance of any such common element, deck, balcony, patio, or driveway in any manner contrary to the rules and regulations as may be established by the Association.

Section 6. Interest in Common Areas and Voting Rights.

A. Each unit shall be treated as an individual property capable of independent use in fee simple ownership. Each unit owner shall have an equal, undivided percentage interest in the common and limited common areas and facilities. In the event the condominium is expanded as provided in Section 13 hereof, the common area interest shall be adjusted accordingly. Each unit shall have one vote on matters submitted by the Association for decision.

B. The management of the common areas and limited common areas shall be controlled by the Association.

C. The owner of a unit, including the Declarant, shall be a member of the Association and subject to its rules and regulations either upon issuance of a final occupancy permit for said unit by the City of Kenosha, or when a particular unit is conveyed by the Declarant to an owner, whichever is sooner.

Section 7. Residential Use and Lease of Unit.

A. All units are restricted to residential use, except that the Declarant reserves the right to use not more than three units as sales models until all units in the condominium are sold.

B. No owner shall lease or rent his unit for a term of less than six (6) months. Any owner who wishes to lease or rent his unit to any person not related by blood or marriage to the owner shall give to the Association Board of Directors no less than twenty (20) days prior written notice of the proposed lessee/tenant, and his or their financial and character references. If the Board of Directors, in its reasonable opinion, finds that the proposed lease or rental is contrary to the best interest of the unit owners and the Association, it may prohibit such lease or rental by written notice to the said owner. The Association Board of Directors shall adopt rules and regulations not inconsistent with the foregoing provisions for the purpose of implementing and effecutating the foregoing provisions.

Section 8. Service of Process. Service of process on the Declarant or the Association shall be made upon Guy D. Trecroci, 4011 80th Street, Kenosha, Wisconsin 53142, until all units have been sold and conveyed, at which time the Association may designate a successor registered agent by the vote of a majority of a quorum present at any meeting of the Association.

Section 9. Damage or Destruction. In the event eighty percent (80%) or more of the number of units of the property are destroyed or substantially damaged, action by the Association, by vote of seventy-five percent (75%) or more of the common interest taken within ninety

(90) days after such damage or destruction, shall be necessary to determine to rebuild, repair, or restore the property as more fully described in the Bylaws of the Association. Damage or destruction to a lesser extent shall be repaired or restored pursuant to an arrangement by the Board of Directors of the Association as provided by said Bylaws.

Section 10. Miscellaneous Matters.

A. All present and future owners and occupants of such owners, employees of owners, or any persons that in any manner use or come upon the property or any part thereof shall be subject to, and shall comply with, the provisions of this Declaration, the Articles and Bylaws of the Association and the rules and regulations adopted pursuant thereto, as those instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an acceptance of the provisions of such instruments, as they may be amended and in effect from time to time, by such owner or occupant. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, conveyance, or lease thereof. The enforcement thereof may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate as well as by the provisions of the Wisconsin Condominium Ownership Act.

B. Declarant hereby reserves for the Association, acting by and in the discretion of its Board of Directors, the right to grant to the City of Kenosha, Kenosha County, or public or semi-public utility companies, or any cable TV company serving the property, easements, and rights-of-way for the erection, construction and maintenace of all poles, wires, pipes, cable and conduits for the transmission of electricity, telephone and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, and similar services, and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the property. Such easements and rights-of-way shall be confined, so far as possible, in underground pipes, cables, or other conduits, with the right to do whatever may be necessary to carry out the purposes for which this easement is created.

C. A perpetual easment is hereby granted for the free and uninterrupted access to the grounds hereinbefore described for any and all legally designated law enforcement agencies and fire departments for the performance of their duties.

D. A perpetual easement is hereby granted for the free and uninterrupted access to the grounds hereinbefore described for

any and all legally designated representatives of the United States Postal Service for the performance of their duties.

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

Section 11. Termination. All of the unit owners may remove this condominium property from the provisions of the Wisconsin Condominium Ownership Act by an instrument to that effect duly executed and recorded in accordance with the provisions of Chapter 703 of the Wisconsin Statutes.

Section 12. Amending Declaration.

A. This Declaration may be amended by the affirmative vote of seventy-five percent (75%) of all the unit owners and seventy-five percent (75%) of all mortgagees of units in the condominium. The amendment shall be evidenced by an appropriate certificate entitling the same to be recorded. Declarant reserves the right, for itself and its successors and assigns, to amend this Declaration at any time and from time to time, without a vote of unit owners, to reflect the commencement or completion of units. Prior to completion of construction of units, Declarant shall be deemed the owner of the percentage interests in the common elements for all proposed units.

B. Except as provided in Section 13, no amendment shall change any unit's proportionate share of the common elements, common expenses, or voting rights, unless all owners of the condominium units shall approve thereof by a one hundred percent (100%) vote, nor shall any amendment change the rights of Declarant as contained in this Declaration.

Section 13. Expandable Condominium. Declarant owns additional land described as "Expandable Area" in Exhibit A hereto adjacent to the land which is the subject of this Declaration. Declarant reserves the absolute and unqualified right, for the period of ten (10) years from the date of filing of the Declaration, for itself, its successors and assigns, and on behalf of each unit owner, to amend this Declaration to add a part or all of such land and any buildings constructed thereon to be a part of this condominium, until there is a total of not more than sixty (60) units. Each unit's undivided interest in the common areas, common expenses and common surpluses, if any, shall be computed as in Section 6 of this Declaration. Declarant and its agents, assigns and contractors, shall at all times have an easement over, upon and across the common elements of the condominium for purposes of access to and

from and the commencement, continuation and completion of construction of improvments to, the property set forth on Exhibit A to this Declaration. Nothing contained herein shall be deemed to create an obligation or commitment on the part of the Declarant to add any property or to construct any additional units or common elements as part of this condominium, and neither the Association nor any unit owner shall have any rights in that regard. Declarant may, in his sole discretion, develop some, all, or none of the additional property and proposed building units shown in Exhibit A hereto. Declarant reserves the right to change the design, location and number of buildings, units and common elements to be constructed on the property described as "Expandable Area" in Exhibit A, provided that the maximum number of units in the condominium does not exceed sixty-four (64). This Declaration may also be amended by Declarant to interchange the types of units prior to the actual conveyance of any such unit and to change the location of any parking space serving a building prior to the initial conveyance of any unit in the building.

Section 14. Declarant's Initial Rights. Until such time as the Board of Directors provided for in this Declaration is formed, and until thirty (30) days after Declarant shall have consummated the sale of units aggregating seventy-five percent (75%) of all unit ownerships, the Declarant, or its successor or assigns, shall exercise the powers, rights, duties and functions of the Board of Directors and Association; provided, however, that the Declarant may relinquish such said powers, rights, duties and functions at any time after consummating the sale of units aggregating fifty-one percent (51%) of all unit ownerships. Declarant shall interpret the foregoing.

IN WITNESS WHEREOF, Bear Realty of Kenosha, Inc., a corporation, has caused this Declaration to be signed by its authorized officers this 21st day of November, 1989.

BEAR REALTY OF KENOSHA, INC.

By: _____
Guy D. Trecroci-President

Attest: _____
Stephen C. Mills - Secretary

AUTHENTICATION

Signatures of Guy D. Trecroci and Stephen C. Mills, authorized officers of Bear Realty of Kenosha, Inc., authenticated this 21st day of November, 1989.

_____
R. William Phenicie
MEMBER: State Bar of Wisconsin

This instrument was drafted by:
R. William Phenicie
Lloyd, Phenicie, Lynch & Kelly, S.C.
P.O. Box B
Burlington, WI 53105

Baxter & Woodman of Wisconsin
formerly Robers & Boyd, Inc.
engineers & surveyors

CERTIFICATE

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE) VOL 1374 405

GEORGE J. APPEL, being first duly sworn, on oath deposes and states as follows:

1. That he is duly licensed and registered land surveyor in the State of Wisconsin.
2. That he is employed by Baxter & Woodman of Wisconsin, which is located at 326 North Pine Street, Burlington, Wisconsin.
3. That the 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.

Executed in the presence of:

Joan Labuzzi

Lucy DeLong

George J. Appel
GEORGE J. APPEL
Registered Land Surveyor 1612
Dated October 30, 1989
88173

SUBSCRIBED AND SWORN TO BEFORE
me this 30 day of October, 1989

WISCONSIN
GEORGE J. APPEL
S-1612
DELAVAN, WI
LAND SURVEYOR

Joan Labuzzi
Notary Public

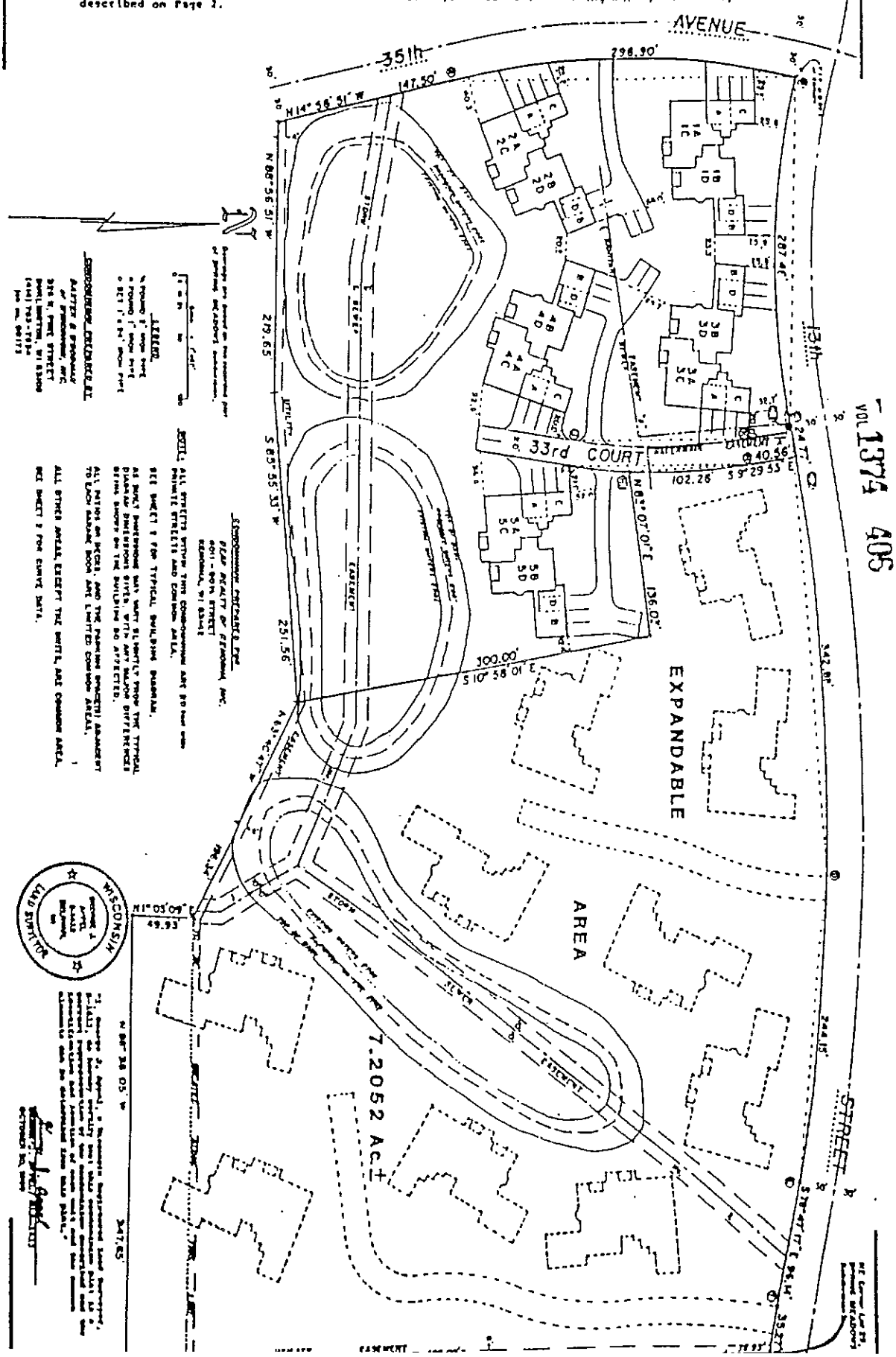
Racine
County, Wisconsin.

My Commission 1-17-90

EXHIBIT A TO DECLARATION OF CONDOMINIUM

SPRING MEADOWS CONDOMINIUM

Part of Lot 19 of Spring Meadows, a subdivision of record, said lot being part of the Northeast and Southeast Quarters of the Northwest 1/4 of Section 11, Town 2 North, Range 22 East of the Fourth Principal Meridian, City of Kenosha, Kenosha County, Wisconsin, and being more particularly described on Page 2.



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SPRING MEADOWS CONDOMINIUM

Part of Lot 29 of Spring Meadows, a subdivision of record, said lot being part of the Northeast and Southeast Quarters of the Northwest 1/4 of Section 13, Town 2 North, Range 22 East of the Fourth Principal Meridian, City of Kenosha, Kenosha County, Wisconsin, and being more particularly described as follows: Commencing at the Northeast corner of said Lot 29, run thence South 1°16'34" East along the east line of said lot and its extension, 538.93; thence North 88°38'05" West 347.65 feet; thence North 1°03'09" East 49.93 feet to the south line of said lot; thence North 63°40'47" West along said south line, 198.34 feet to the point of beginning of the following described parcel; thence South 85°55'33" West along said south line, 251.56 feet; thence North 88°56'51" West along said south line, 219.65 feet to the east line of 35th Avenue; thence North 14°56'51" West along said east line, 147.50 feet to a point of curvature; thence Northwesterly along the arc of a curve to the right and said east line, 296.90 feet, having a radius of 623.11 feet, a central angle of 27°18'00" and whose long chord bears North 1°17'51" West 294.095 feet to the south line of 13th Street; thence Southeasterly along the arc of a curve to the left and said south line, 287.46 feet, having a radius of 729.16 feet, a central angle of 22°35'16" and whose long chord bears South 88°39'13" East 285.60 feet to a point of reverse curvature; thence Northeasterly along the arc of a curve to the right and said south line, 24.77 feet, having a radius of 1883.04 feet, a central angle of 0°45'13" and whose long chord bears North 80°25'45.5" East 24.77 feet; thence South 9°23'53" East 40.56 feet to a point of curvature; thence Southeasterly along the arc of a curve to the right, 102.26 feet; having a radius of 500.13 feet, a central angle of 11°42'54" and whose long chord bears South 3°38'26" East 102.08 feet; thence North 83°07'01" East 136.03 feet; thence South 10°58'01" East 300.00 feet to the point of beginning.

Containing 4.2351 acres of land, more or less.

Subject to easements of record.

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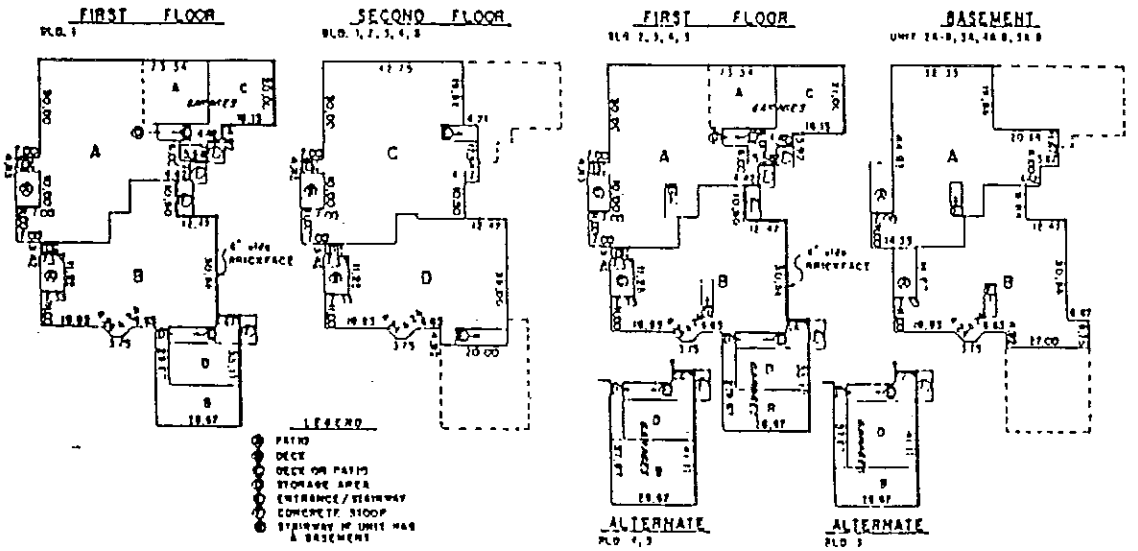
TYPICAL BUILDING DIAGRAMS



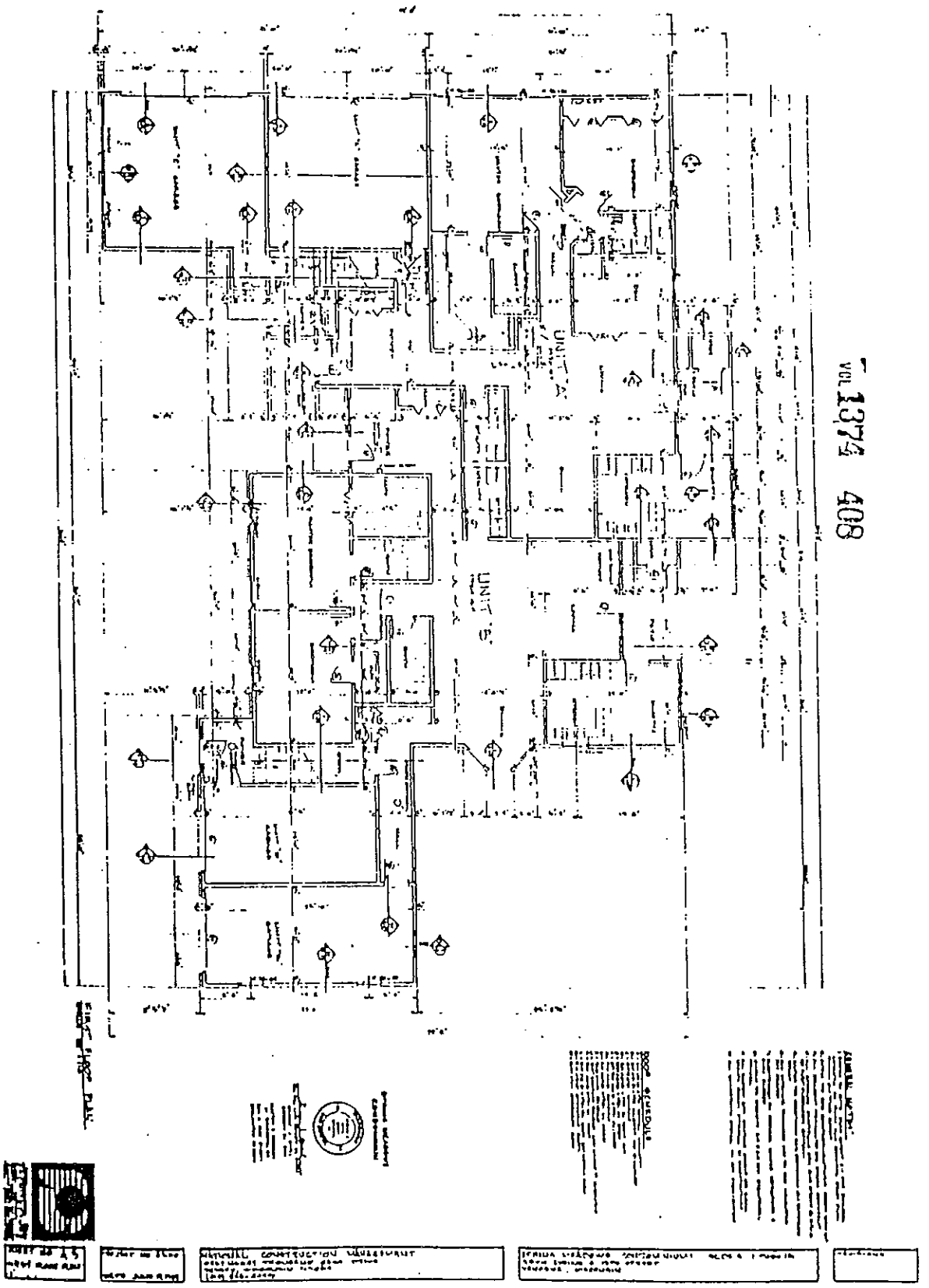
CURVE DATA TABLE

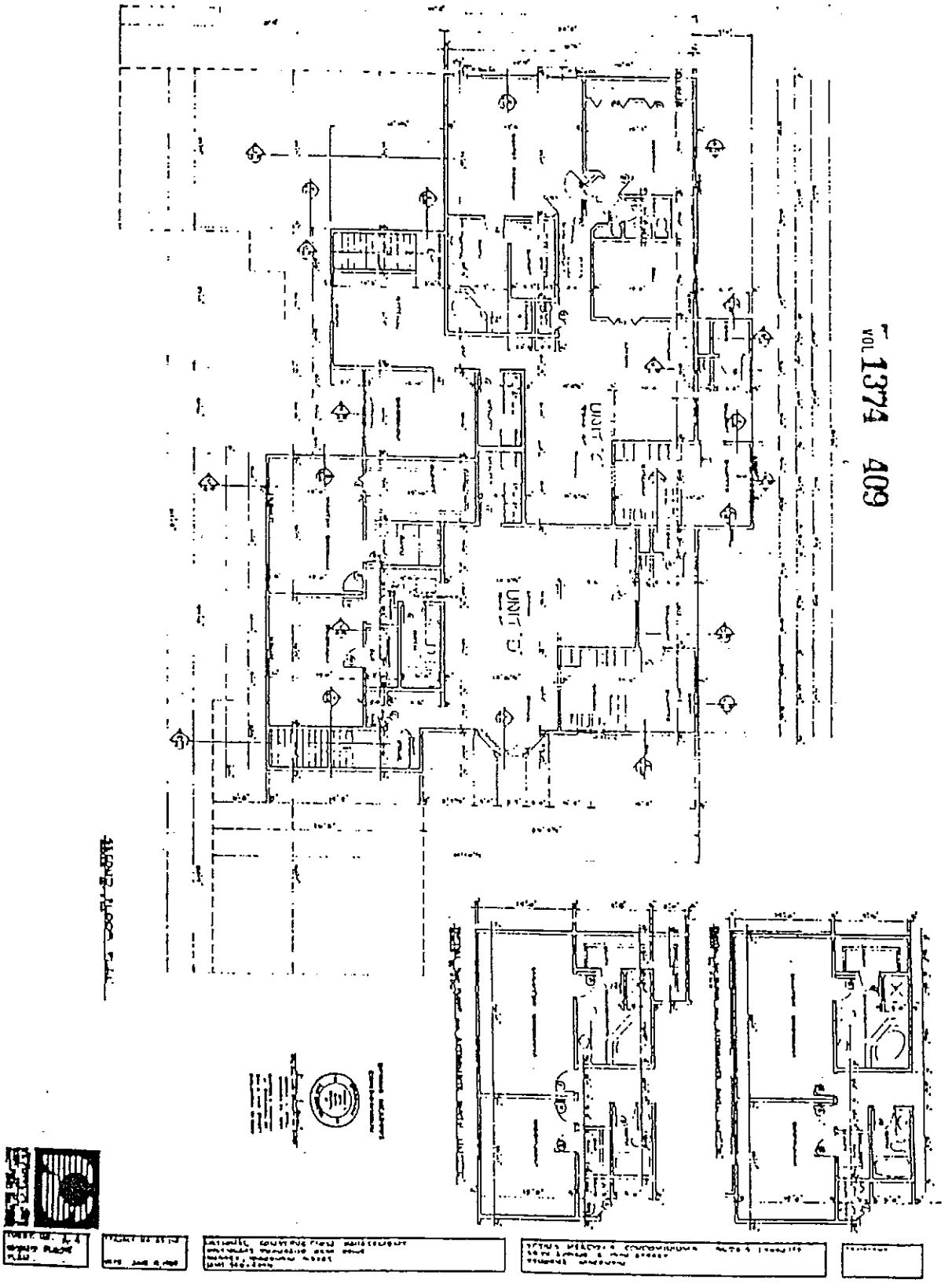
CURVE	RADIUS	CENTRAL ANGLE	LONG CHORD BEARING	LONG CHORD LENGTH	ARC LENGTH
A-B	623.11'	27°18'00"	N 1°17'51" W	294.095'	296.90'
B-C	729.16'	22°35'16"	S 88°39'13" E	285.60'	287.46'
C-D	1883.04'	11°11'12"	N 85°38'45" E	367.07'	367.65'
C-C.1	1883.04'	0°08'42"	N 80°07'30" E	4.77'	4.77'
C.1-C.2	1883.04'	0°36'31"	N 80°30'06.5" E	20.00'	20.00'
C-C.2	1883.04'	0°45'13"	N 80°25'45.5" E	24.77'	24.77'
C.2-D	1883.04'	10°25'59"	N 86°01'21.5" E	342.41'	342.88'
D-E	1402.68'	9°58'22"	S 83°46'28" E	243.84'	244.15'
F-G	908.53'	2°13'28"	S 79°54'01" E	35.27'	35.27'
H-I	500.13'	17°24'00"	S 0°47'53" E	151.30'	151.88'
H-H.1	500.13'	11°42'54"	S 3°38'26" E	102.08'	102.26'
H.1-I	500.13'	5°41'06"	S 5°03'34" W	49.60'	49.62'
J-K	480.13'	17°24'00"	N 0°47'53" W	145.25'	145.81'

WISCONSIN
GEORGE J. APPEL
S-1611
DELAVAN, WI
LAND SURVEYOR

"I, George J. Appel, a Wisconsin Registered Land Surveyor, S-1611, do hereby certify that this condominium plat is a correct representation of the condominium described and the identification and location of each unit and the common elements can be determined from this plat."

George J. Appel
GEORGE J. APPEL, S-1611
OCTOBER 30, 1989

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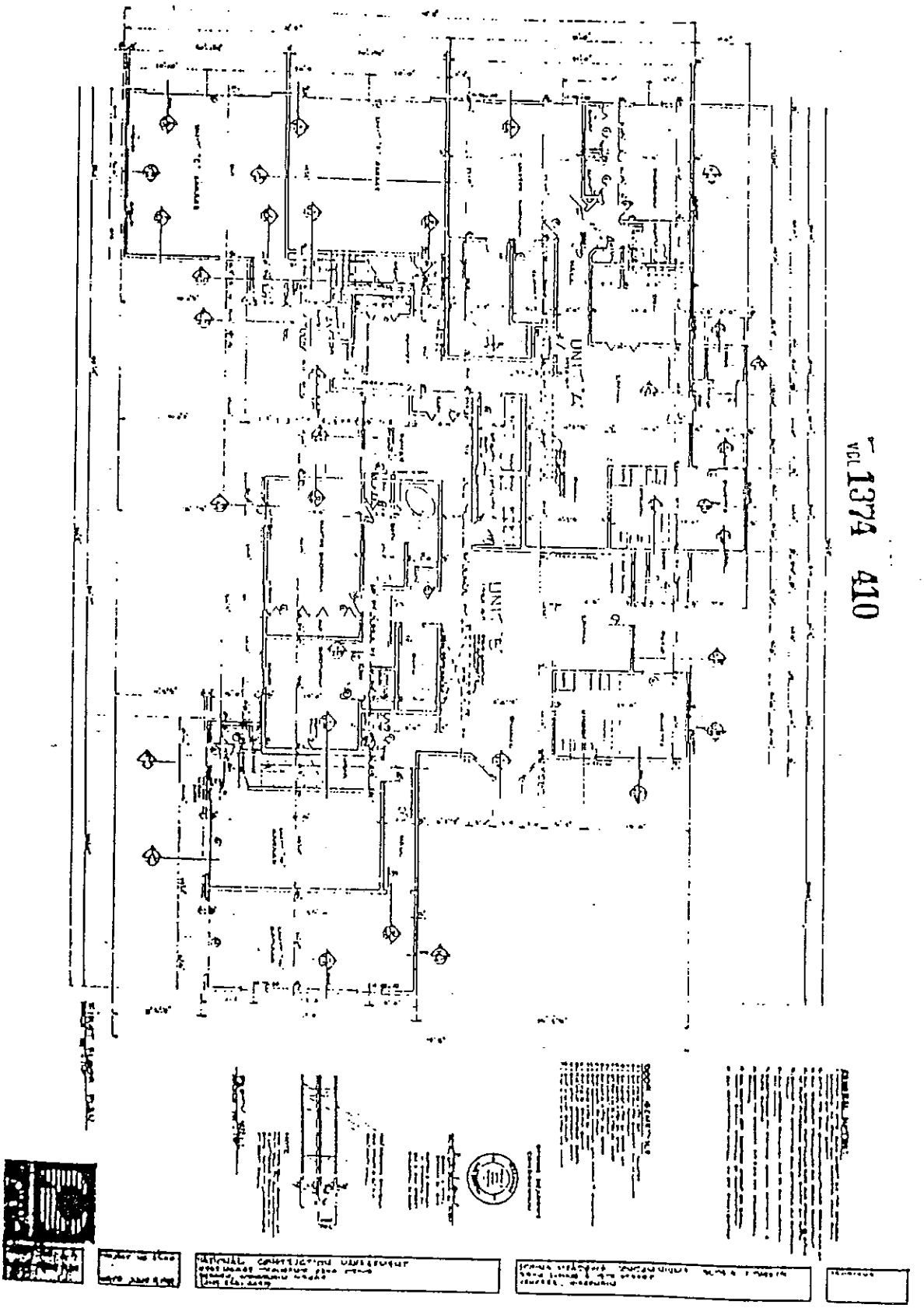
UNIT 1



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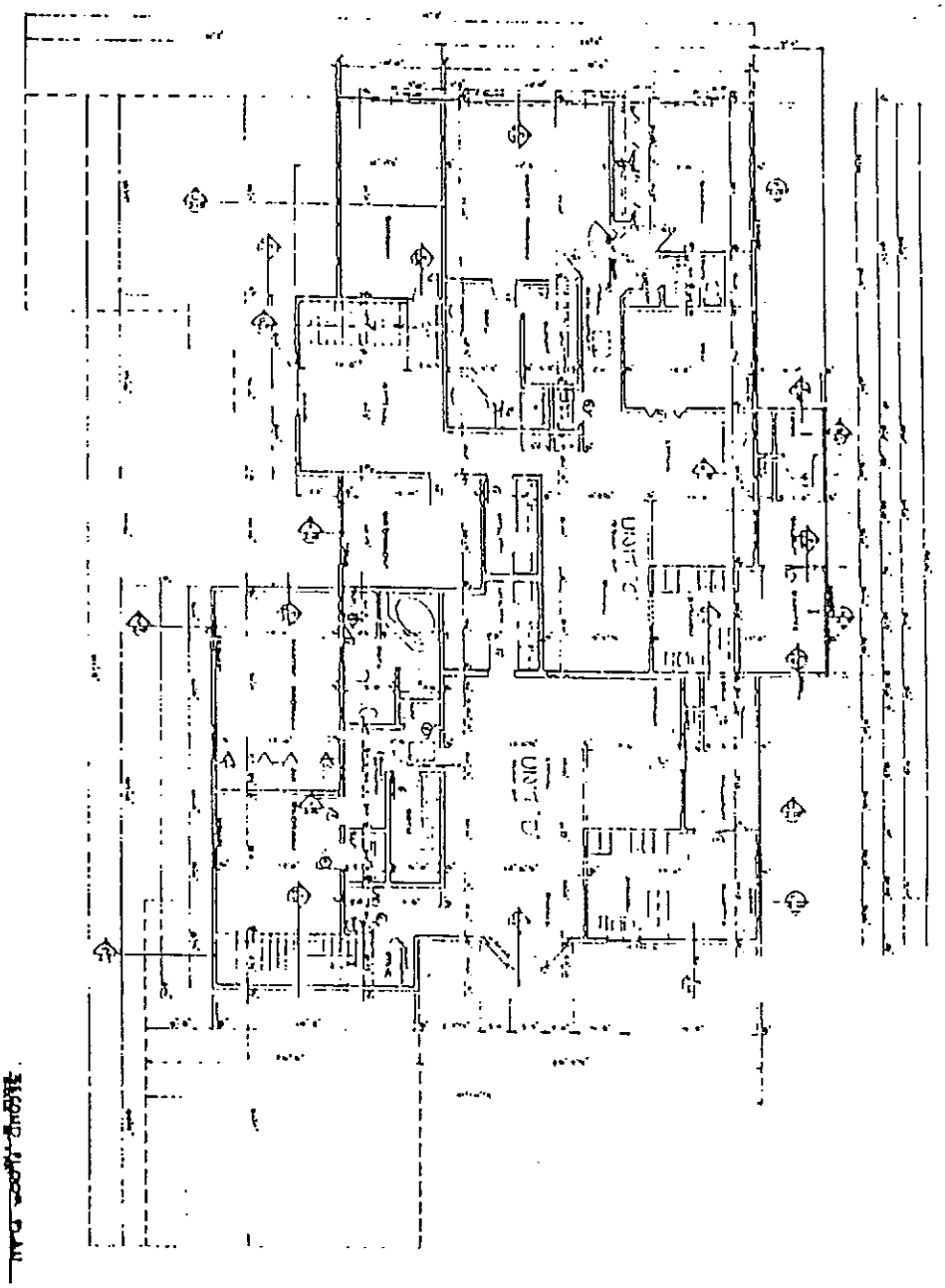

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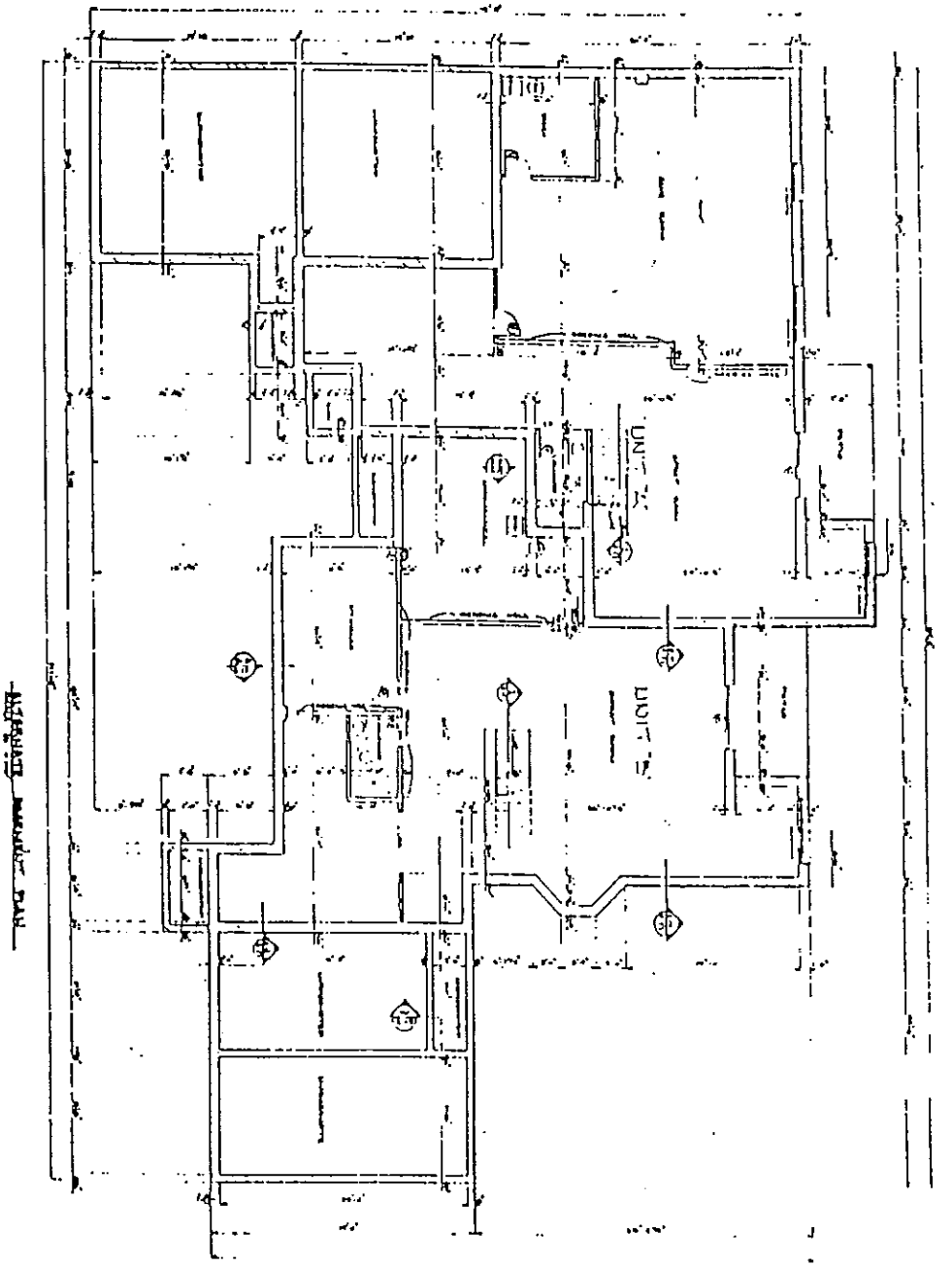

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AMENDMENT NUMBER ONE
TO
DECLARATION OF CONDOMINIUM
FOR
SPRING MEADOWS CONDOMINIUM

This Amendment to Declaration of Condominium is made and entered into by BEAR REALTY OF KENOSHA, INC., a Wisconsin corporation, hereinafter referred to as the "Declarant".

R E C I T A L S

WHEREAS, on November 21, 1989, the Declarant caused to be executed the Restated Declaration of Condominium for Spring Meadows Condominium; and

WHEREAS, the Restated Declaration of Condominium for Spring Meadows Condominium was recorded on November 21, 1989, in Volume 1374 of Records at pages 396-419 inclusive, as Document No. 832278, at the office of the Kenosha County Register of Deeds; and

WHEREAS, pursuant to the provisions of Section 13 of the Restated Declaration of Condominium, the Declarant reserved the right to expand the condominium into and upon a certain area described in the Declaration and on the Condominium Plat, and has also reserved the right to change the design, location and number of buildings and units to be constructed on the expansion area on certain terms and conditions; and

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

NOW, THEREFORE, Bear Realty of Kenosha, Inc., a Wisconsin corporation, as holder of title to the real estate hereinafter described, and for the purposes hereinabove set forth and hereinbefore set forth in the Restated Declaration of Condominium for Spring Meadows Condominium, hereby declares as follows:

1. A portion of the real estate described as "expandable area" in the Restated Declaration of Condominium for Spring Meadows Condominium and more particularly described on Exhibit A-1 attached hereto, is hereby submitted and subjected to the provisions of the Condominium Ownership Act of the State of Wisconsin and is added to Spring Meadows Condominium and shall hereafter be part thereof.

2. Exhibit A attached hereto and made a part hereof consists of a copy of the Condominium Plat describing the design, location and number of buildings and units constructed and to be constructed

on the original condominium, the area to be added to the condominium and the expandable area.

A. Exhibit A-1 is the legal description of the portion of the "expandable area" real estate added to the condominium.

B. Exhibit A-2 is the legal description of Spring Meadows Condominium Amendment Number One consisting of the original condominium area and the portion of the expandable area added thereto.

C. Exhibit A-3 is the legal description of the remaining expandable area of Spring Meadows Condominium.

D. Exhibit A-4 is the legal description of 32nd Court, a 20-foot-wide private street to be constructed in Spring Meadows Condominium as shown on the Plat of Amendment Number One to Spring Meadows Condominium.

E. Exhibit A-5 is the revised legal description of private sewer easement "A" as shown on the plat of Amendment Number One to Spring Meadows Condominium.

F. Exhibit A-6 is the legal description of the private sewer easement "B" shown on the Plat of Amendment Number One to Spring Meadows Condominium.

G. Exhibit A-7 is the revised legal description of the private water main easement "A" shown on the Plat of Amendment Number One to Spring Meadows Condominium.

H. Exhibit A-8 is the legal description of a private water main easement "B" shown on the Plat Amendment Number One to Spring Meadows Condominium.

3. The condominium Units in Buildings, 6, 7, 8, 9 and 10 shall be subject to the use, occupancy and other regulations and all benefits and obligations provided in the Restated Declaration of Condominium and the Bylaws of Spring Meadows Condominium.

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

IN WITNESS WHEREOF, the undersigned have executed this Amendment Number One to Declaration of Condominium for Spring Meadows Condominium this 11th day of January, 1991.

BEAR REALTY OF KENOSHA, INC.

By: _____
Guy D. Tredroci-President

By: _____
Stephen C. Mills-Secretary

AUTHENTICATION

Signatures of Guy D. Trecroci and Stephen C. Mills, authorized officers of Bear Realty of Kenosha, Inc., authenticated this 11th day of January, 1991.

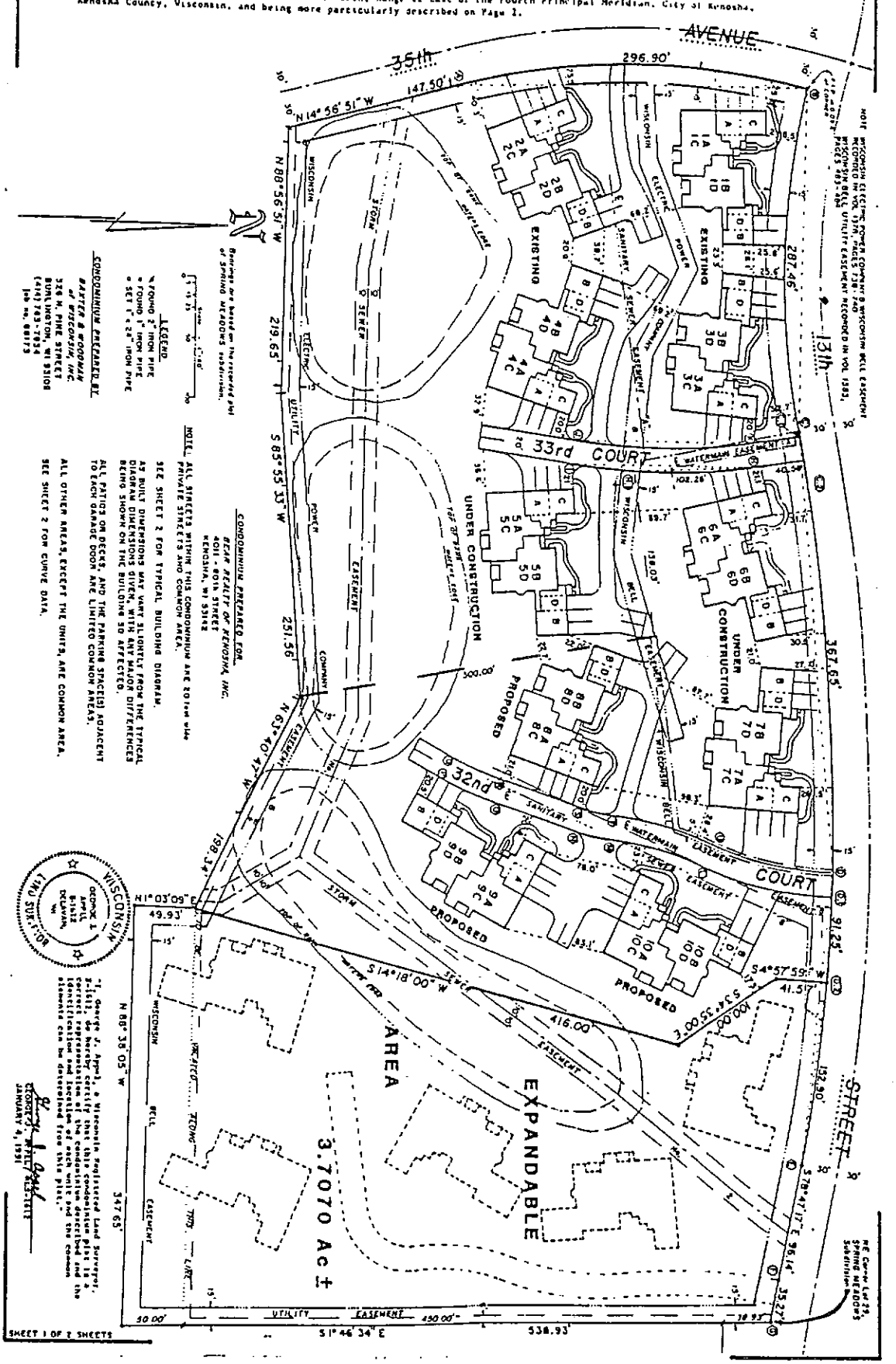
_____
R. William Phenicie
MEMBER: State Bar of Wisconsin

This instrument was drafted by
R. William Phenicie
Lloyd, Phenicie, Lynch & Kelly, S.C.
P.O. Box B
Burlington, WI 53105

SPRING MEADOWS CONDOMINIUM

AMENDMENT NUMBER ONE

Part of Lot 29 of Spring Meadows, a subdivision of record, said lot being part of the Northeast and Southeast Quarters of the Northwest 1/4 of Section 13, Town 2 North, Range 22 East of the Fourth Principal Meridian, City of Kenosha, Kenosha County, Wisconsin, and being more particularly described on Page 2.



LEGEND

- FOUND 2" IRON PIPE
- FOUND 1" IRON PIPE
- SET 1" x 24" IRON PIPE

Bearings are based on the recorded plat of SPRING MEADOWS subdivision.

CONDOMINIUM PREPARED BY
BAXTER & WOODMAN of WISCONSIN, INC.
328 N. PINE STREET
BURLINGTON, WI 53105
(414) 763-7834
Job no. 88113

CONDOMINIUM PREPARED FOR
BEAR REALTY OF KENOSHA, INC.
4011 - 80th STREET
KENOSHA, WI 53142

NOTE: ALL STREETS WITHIN THIS CONDOMINIUM ARE 50 feet wide PRIVATE STREETS AND COMMON AREA.

SEE SHEET 2 FOR TYPICAL BUILDING DIAGRAM.

AS BUILT DIMENSIONS MAY VARY SLIGHTLY FROM THE TYPICAL DIAGRAM DIMENSIONS GIVEN, WITH ANY MAJOR DIFFERENCES BEING SHOWN ON THE BUILDING SO AFFECTED.

ALL PATIOS OR DECKS AND THE PARKING SPACE(S) ADJACENT TO EACH GARAGE DOOR ARE LIMITED COMMON AREAS.

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

SEE SHEET 2 FOR CURVE DATA.

I, George J. Appel, a Wisconsin Registered Land Surveyor, S-1611, do hereby certify that this condominium plat is a correct representation of the condominium described and that the identification and location of each unit and common elements can be determined from this plat.

GEORGE J. APPEL
JANUARY 4, 1991

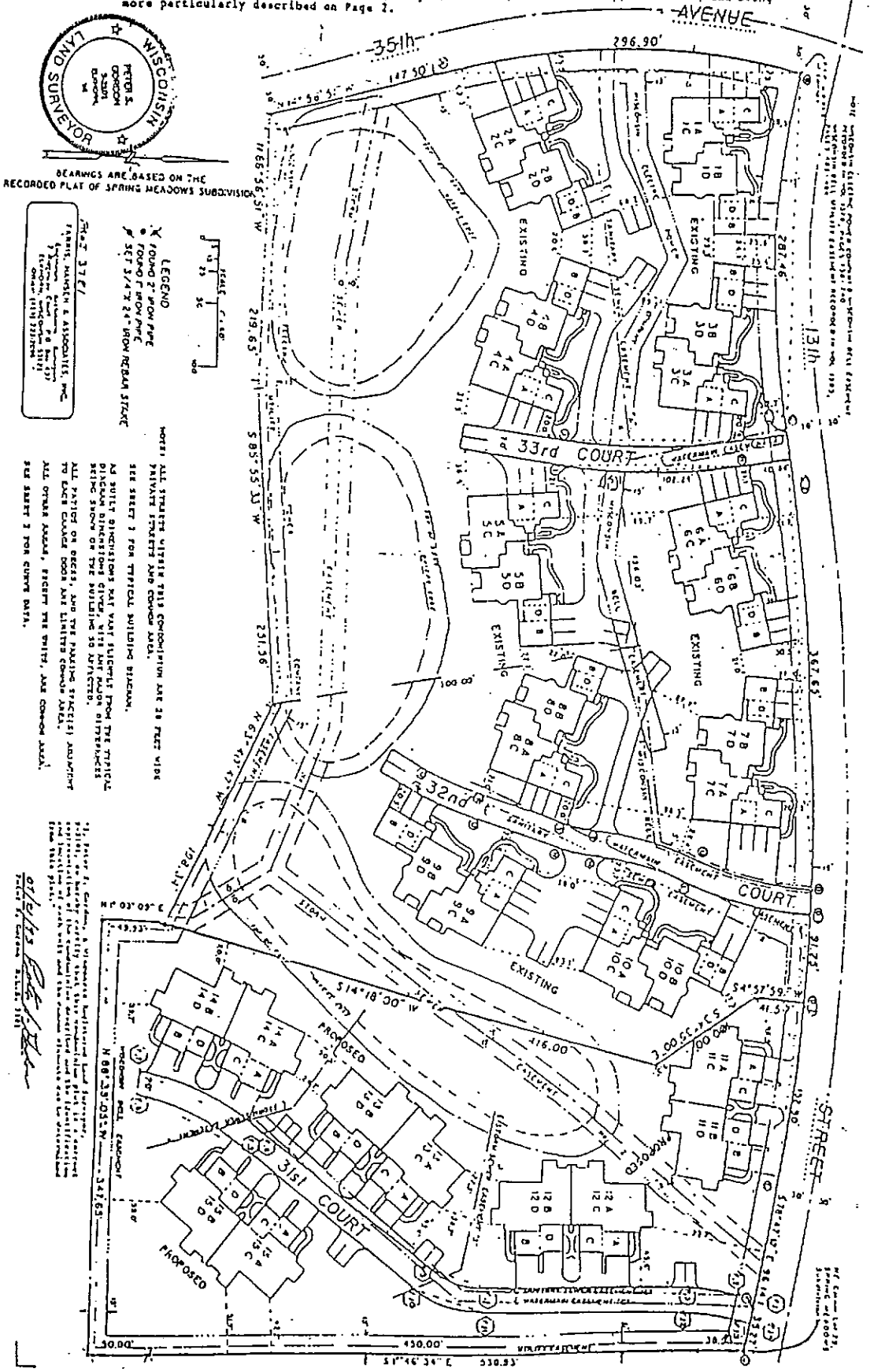
SHEET 1 OF 2 SHEETS

1618 PAGE 541

SPRING MEADOWS CONDOMINIUM

AMENDMENT NUMBER TWO

Part of Lot 29 of Spring Meadows, a subdivision of record, said lot being part of the Northeast and Southeast Quarters of the Northwest 1/4 of Section 13, Town 2 North, Range 22 East of the Fourth Principal Meridian, City of Kenosha, Kenosha County, Wisconsin, and being more particularly described on Page 2.



SPRING MEADOWS CONDOMINIUM

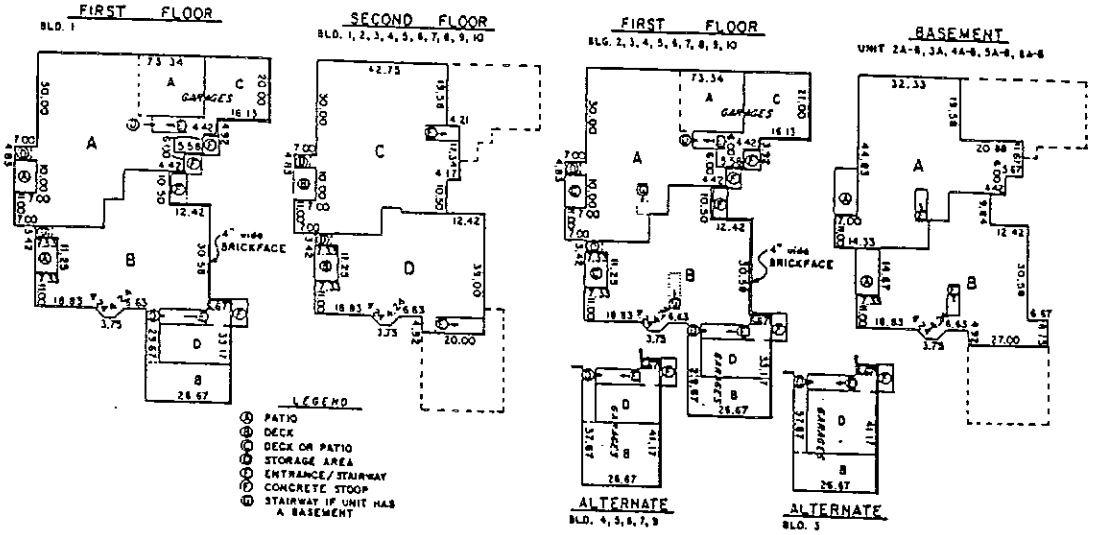
AMENDMENT NUMBER ONE

Part of Lot 29 of Spring Meadows, a subdivision of record, said lot being part of the Northeast and Southeast Quarters of the Northwest 1/4 of Section 13, Town 2 North, Range 22 East of the Fourth Principal Meridian, City of Kenosha, Kenosha County, Wisconsin, and being more particularly described as follows: Commencing at the Northeast corner of said Lot 29, run thence South 1°46'34" East along the east line of said lot and its extension, 538.93; thence North 88°38'05" West, 347.65 feet; thence North 1°03'09" East, 49.93 feet to the south line of said lot and the point of beginning of the following described parcel; thence North 61°40'47" West along said south line, 198.34 feet; thence South 85°55'33" West along said south line, 251.56 feet; thence North 88°56'51" West along said south line, 219.65 feet to the east line of 35th Avenue; thence North 14°56'51" West along said east line, 147.50 feet to a point of curvature; thence Northwesterly along the arc of a curve to the right and said east line, 296.90 feet, having a radius of 623.11 feet, a central angle of 27°18'00" and whose long chord bears North 1°17'51" West, 294.095 feet to the south line of 13th Street; thence Southeasterly along the arc of a curve to the left and said south line, 287.46 feet, having a radius of 729.16 feet, a central angle of 22°35'16" and whose long chord bears South 88°39'13" East, 285.60 feet to a point of reverse curvature; thence Northeasterly along the arc of a curve to the right and said south line, 367.65 feet, having a radius of 1883.04 feet, a central angle of 11°11'12" and whose long chord bears North 85°38'45" East, 367.07 feet to a point of compound curvature; thence Southeasterly along the arc of a curve to the right and said south line, 91.25 feet, having a radius of 1402.68 feet, a central angle of 3°43'38" and whose long chord bears South 86°53'50" East, 91.23 feet; thence South 4°57'59" West, 41.57 feet; thence South 34°35'00" East, 100.00 feet; thence South 14°18'00" West, 416.00 feet to the point of beginning.

Containing 7.7334 acres of land, more or less.

Subject to easements of record.

TYPICAL BUILDING DIAGRAMS



CURVE DATA TABLE

CURVE	RADIUS	CENTRAL ANGLE	LONG CHORD BEARING	LONG CHORD LENGTH	ARC LENGTH
A-B	623.11'	27°18'00"	N 1°17'51" W	294.095'	296.90'
B-C	729.16'	22°35'16"	S 88°39'13" E	285.60'	287.46'
C-D	1883.04'	11°11'12"	N 85°38'45" E	367.07'	367.65'
C-C.1	1883.04'	0°08'42"	N 80°03'30" E	4.77'	4.77'
C.1-C.2	1883.04'	0°36'31"	N 80°30'06.5" E	20.00'	20.00'
C-C.2	1883.04'	0°43'13"	N 80°25'45.5" E	24.77'	24.77'
C.2-D	1883.04'	10°25'59"	N 86°01'21.5" E	342.41'	342.88'
D-E	1402.68'	9°58'22"	S 83°46'28" E	243.84'	244.15'
D-D.1	1402.68'	0°49'01"	S 88°21'06.5" E	20.00'	20.00'
D.1-D.2	1402.68'	1°54'31"	S 86°29'19.5" E	71.24'	71.25'
D-D.2	1402.68'	3°41'38"	S 84°53'50" E	91.23'	91.25'
D.2-E	1402.68'	6°16'44"	S 81°54'39" E	152.82'	152.90'
F-G	908.33'	2°13'28"	S 78°54'01" E	35.27'	35.27'
H-I	500.13'	17°24'00"	S 0°47'53" E	151.30'	151.88'
H-H.1	500.13'	11°42'54"	S 3°58'26" E	102.08'	102.26'
H.1-I	500.13'	5°41'06"	S 5°03'34" W	49.60'	49.62'
J-K	480.13'	17°24'00"	N 0°47'53" W	145.25'	145.81'
O.1-L	379.50'	22°15'13"	S 12°33'41.5" W	107.88'	104.56'
L-M	260.00'	17°30'02"	S 14°36'18" W	80.60'	80.93'
M-N	127.47'	12°39'03"	S 12°00'44.5" W	28.09'	28.15'
O-P	294.86'	10°19'50"	S 23°30'10" W	53.08'	53.15'
Q-R	274.86'	10°19'50"	N 23°30'10" E	49.44'	49.54'
S-T	107.47'	12°39'03"	N 12°00'44.5" E	23.68'	23.73'
T-U	260.00'	17°30'01"	N 14°36'18" E	86.80'	87.15'
U-O	139.50'	22°16'58"	N 12°32'50" E	100.29'	100.93'

WISCONSIN GEORGE J. APPEL S-1612 DELAVAN, WI LAND SURVEYOR

"I, George J. Appel, a Wisconsin Registered Land Surveyor, S-1612, do hereby certify that this condominium plat is a correct representation of the condominium described and the identification and location of each unit and the common elements can be determined from this plat."

GEORGE J. APPEL, RLS-1612
JANUARY 4, 1991

SHEET 2 OF 2 SHEETS

Baxter & Woodman of Wisconsin
formerly Robers & Boyd, Inc.
engineers & surveyors

CERTIFICATE

STATE OF WISCONSIN)
)SS
COUNTY OF RACINE)

GEORGE J. APPEL, being first duly sworn, on oath deposes and states as follows:

1. That he is duly licensed and registered land surveyor in the State of Wisconsin.
2. That he is employed by Baxter & Woodman of Wisconsin, which is located at 326 North Pine Street, Burlington, Wisconsin.
3. That the 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.

Executed in the presence of:

Mark P. Kolgaski

Beverly R. Gill

George J. Appel
GEORGE J. APPEL
Registered Land Surveyor 1612
Dated January 4, 1991
88173

SUBSCRIBED AND SWORN TO BEFORE me this 9th day of January

Shirley J. Gerndusen
Notary Public

Racine
County, Wisconsin.

My Commission expires 10-30-94

WISCONSIN
GEORGE J. APPEL
S-1612
DELAVAN, WI
LAND SURVEYOR

326 NORTH PINE STREET / BURLINGTON, WI 53105 / 414/763-7834

Baxter & Woodman of Wisconsin
formerly Robers & Boyd, Inc.
engineers & surveyors

EXHIBIT "A-1"
SPRING MEADOWS CONDOMINIUM
LANDS BEING ADDED BY AMENDMENT NUMBER ONE

Part of Lot 29 of Spring Meadows, a subdivision of record, said lot being part of the Northeast and Southeast Quarters of the Northwest 1/4 of Section 13, Town 2 North, Range 22 East of the Fourth Principal Meridian, City of Kenosha, Kenosha County, Wisconsin, and being more particularly described as follows: Commencing at the Northeast corner of said Lot 29, run thence South 1°46'34" East along the east line of said lot and its extension, 538.93; thence North 88°38'05" West, 347.65 feet; thence North 1°03'09" East, 49.93 feet to the south line of said lot and the point of beginning of the following described parcel; thence North 63°40'47" West along said south line, 198.34 feet; thence North 10°58'01" West, 300.00 feet; thence South 83°07'01" West, 136.03 feet to a point on a curve; thence Northwesterly along the arc of a curve to the left, 102.26 feet, having a radius of 500.13 feet, a central angle of 11°42'54" and whose long chord bears North 3°38'26" West, 102.08 feet; thence North 9°29'53" West, 40.56 feet to a point on a curve and the south line of 13th Street; thence Northeasterly along the arc of a curve to the right and said south line, 342.88 feet, having a radius of 1883.04 feet, a central angle of 10°25'59" and whose long chord bears North 86°01'21.5" East, 342.41 feet to a point of compound curvature; thence Southeasterly along the arc of a curve to the right and said south line, 91.25 feet, having a radius of 1402.68 feet, a central angle of 3°43'38" and whose long chord bears South 86°53'50" East, 91.23 feet; thence South 4°57'59" West, 41.57 feet; thence South 34°35'00" East, 100.00 feet; thence South 14°18'00" West, 416.00 feet to the point of beginning.

Containing 3.4983 acres of land, more or less.

Subject to easements of record.

WISCONSIN
GEORGE J. APPEL S-1612 DELAVAN, WI
LAND SURVEYOR

George J. Appel
GEORGE J. APPEL, RLS-1612
Baxter & Woodman of Wisconsin, Inc.
Job No. 88173
Dated January 4, 1991

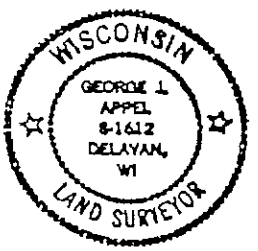
Baxter & Woodman of Wisconsin
formerly Robers & Boyd, Inc.
engineers & surveyors

EXHIBIT "A-2"
SPRING MEADOWS CONDOMINIUM
AMENDMENT NUMBER ONE

Part of Lot 29 of Spring Meadows, a subdivision of record, said lot being part of the Northeast and Southeast Quarters of the Northwest 1/4 of Section 13, Town 2 North, Range 22 East of the Fourth Principal Meridian, City of Kenosha, Kenosha County, Wisconsin, and being more particularly described as follows: Commencing at the Northeast corner of said Lot 29, run thence South 1°46'34" East along the east line of said lot and its extension, 538.93; thence North 88°38'05" West, 347.65 feet; thence North 1°03'09" East, 49.93 feet to the south line of said lot and the point of beginning of the following described parcel; thence North 63°40'47" West along said south line, 198.34 feet; thence South 85°55'33" West along said south line, 251.56 feet; thence North 88°56'51" West along said south line, 219.65 feet to the east line of 35th Avenue; thence North 14°56'51" West along said east line, 147.50 feet to a point of curvature; thence Northwesterly along the arc of a curve to the right and said east line, 296.90 feet, having a radius of 623.11 feet, a central angle of 27°18'00" and whose long chord bears North 1°17'51" West, 294.095 feet to the south line of 13th Street; thence Southeasterly along the arc of a curve to the left and said south line, 287.46 feet, having a radius of 729.16 feet, a central angle of 22°35'16" and whose long chord bears South 88°39'13" East, 285.60 feet to a point of reverse curvature; thence Northeasterly along the arc of a curve to the right and said south line, 367.65 feet, having a radius of 1883.04 feet, a central angle of 11°11'12" and whose long chord bears North 85°38'45" East, 367.07 feet to a point of compound curvature; thence Southeasterly along the arc of a curve to the right and said south line, 91.25 feet, having a radius of 1402.68 feet, a central angle of 3°43'38" and whose long chord bears South 86°53'50" East, 91.23 feet; thence South 4°57'59" West, 41.57 feet; thence South 34°35'00" East, 100.00 feet; thence South 14°18'00" West, 416.00 feet to the point of beginning.

Containing 7.7334 acres of land, more or less.

Subject to easements of record.



GEORGE J. APPEL, RLS-1612
Baxter & Woodman of Wisconsin, Inc.
Job No. 88173
Dated January 4, 1991

Baxter & Woodman of Wisconsin
formerly Robers & Boyd, Inc.

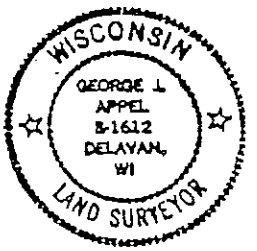
engineers & surveyors

EXHIBIT "A-3"
SPRING MEADOWS CONDOMINIUM
AMENDMENT NUMBER ONE
EXPANDABLE AREA

Part of Lot 29 of Spring Meadows, a subdivision of record, said lot being part of the Northeast and Southeast Quarters of the Northwest 1/4 of Section 13, together with part of the Southeast 1/4 of the Northwest 1/4 of Section 13, all in Town 2 North, Range 22 East of the Fourth Principal Meridian, City of Kenosha, Kenosha County, Wisconsin, and being combined and more particularly described as follows: Beginning at the Northeast corner of said Lot 29, run thence South 1°46'34" East along the east line of said lot and its extension, 538.93 feet; thence North 88°38'05" West, 347.65 feet; thence North 1°03'09" East, 49.93 feet to the south line of Lot 29; thence North 14°18'00" East, 416.00 feet; thence North 34°35'00" West, 100.00 feet; thence North 4°57'59" East, 41.57 feet to a point on a curve and the south line of 13th Street; thence Southeasterly along the arc of a curve to the right and said south line, 152.90 feet, having a radius of 1402.68 feet, a central angle of 6°14'44" and whose long chord bears South 81°54'39" East, 152.82 feet; thence South 78°47'17" East along said south line, 96.14 feet to a point of curvature; thence Southeasterly along the arc of a curve to the left, 35.27 feet, having a radius of 908.53 feet, a central angle of 2°13'28" and whose long chord bears South 79°54'01" East, 35.27 feet to the point of beginning.

Containing 3.7070 acres of land, more or less.

Subject to easements of record.

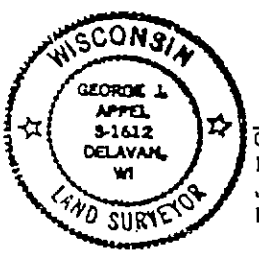


GEORGE L. APPEL, PLS-1612
Baxter & Woodman of Wisconsin, Inc.
Job No. 88173
Dated January 4, 1991

Baxter & Woodman of Wisconsin
formerly Robers & Boyd, Inc.
engineers & surveyors

EXHIBIT "A-4"
SPRING MEADOWS CONDOMINIUM
AMENDMENT NUMBER ONE
32ND COURT
A 20 FOOT WIDE PRIVATE DRIVE

Part of Lot 29 of Spring Meadows, a subdivision of record, said lot being part of the Northeast and Southeast Quarters of the Northwest 1/4 of Section 13, Town 2 North, Range 22 East of the Fourth Principal Meridian, City of Kenosha, Kenosha County, Wisconsin, and being more particularly described as follows: Commencing at the Northeast corner of said Lot 29, run thence South 1°46'34" East along the east line of said lot and its extension, 538.93; thence North 88°38'05", West 347.65 feet; thence North 1°03'09" East, 49.93 feet to the south line of said lot; thence North 63°40'47" West along said south line, 198.34 feet; thence South 85°55'33" West along said south line, 251.56 feet; thence North 88°56'51" West along said south line, 219.65 feet to the east line of 35th Avenue; thence North 14°56'51" West along said east line, 147.50 feet to a point of curvature; thence Northwesterly along the arc of a curve to the right and said east line, 296.90 feet, having a radius of 623.11 feet, a central angle of 27°18'00" and whose long chord bears North 1°17'51" West, 294.095 feet to the south line of 13th Street; thence Southeasterly along the arc of a curve to the left and said south line, 287.46 feet, having a radius of 729.16 feet, a central angle of 22°35'16" and whose long chord bears South 88°39'13" East, 285.60 feet to a point of reverse curvature; thence Northeasterly along the arc of a curve to the right and said south line, 367.65 feet, having a radius of 1883.04 feet, a central angle of 11°11'12" and whose long chord bears North 85°38'45" East, 367.07 feet to a point of compound curvature and the point of beginning of the following described drive; thence Southeasterly along the arc of a curve to the right and said south line, 20.00 feet, having a radius of 1402.68 feet, a central angle of 0°49'01" and whose long chord bears South 88°21'08.5" East, 20.00 feet; thence Southwesterly along the arc of a curve to the right, 108.56 feet, having a radius of 279.50 feet, a central angle of 22°15'13" and whose long chord bears South 12°23'42.5" West, 107.88 feet to a point of reverse curvature; thence Southwesterly along the arc of a curve to the left, 80.93 feet, having a radius of 260.00 feet, a central angle of 17°50'02" and whose long chord bears South 14°36'18" West, 80.60 feet to a point of reverse curvature; thence Southwesterly along the arc of a curve to the right, 28.15 feet, having a radius of 127.47 feet, a central angle of 12°39'03" and whose long chord bears South 12°00'48.5" West, 28.09 feet; thence South 18°20'20" West, 73.68 feet to a point of curvature; thence Southwesterly along the arc of a curve to the right, 53.15 feet, having a radius of 294.86 feet, a central angle of 10°19'40" and whose long chord bears South 23°30'10" West, 53.08 feet; thence South 28°40'00" West, 26.79 feet; thence North 61°20'00" West, 20.00 feet; thence North 28°40'00" East, 26.79 feet to a point of curvature; thence Northeasterly along the arc of a curve to the left, 49.54 feet, having a radius of 274.86 feet, a central angle of 10°19'40" and whose long chord bears North 23°30'10" East, 49.48 feet; thence North 18°20'20" East, 73.68 feet to a point of curvature; thence Northeasterly along the arc of a curve to the left, 23.73 feet, having a radius of 107.47 feet, a central angle of 12°39'03" and whose long chord bears North 12°00'48.5" East, 23.68 feet to a point of reverse curvature; thence Northeasterly along the arc of a curve to the right, 87.15 feet, having a radius of 280.00 feet, a central angle of 17°50'02" and whose long chord bears North 14°36'18" East, 86.80 feet to a point of reverse curvature; thence Northeasterly along the arc of a curve to the left, 100.92 feet, having a radius of 259.50 feet, a central angle of 22°16'58" and whose long chord bears North 12°22'50" East, 100.29 feet to the point of beginning.



George J. Appel

GEORGE J. APPEL, RLS-1612
Baxter & Woodman of Wisconsin, Inc.
Job No. 88173
Dated January 4, 1991

Baxter & Woodman of Wisconsin
formerly Robers & Boyd, Inc.
engineers & surveyors

EXHIBIT "A-5"
SPRING MEADOWS CONDOMINIUM
A 10 FOOT WIDE PRIVATE SANITARY SEWER EASEMENT "A"
REVISED

Part of Lot 29 of Spring Meadows, a subdivision of record, said lot being part of the Northeast and Southeast Quarters of the Northwest 1/4 of Section 13, Town 2 North, Range 22 East of the Fourth Principal Meridian, City of Kenosha, Kenosha County, Wisconsin, and being more particularly described as follows: Commencing at the Northeast corner of said Lot 29, run thence South 1°46'34" East along the east line of said lot and its extension, 538.93 feet; thence North 88°38'05" West, 347.65 feet; thence North 1°03'09" East, 49.93 feet to the south line of said lot; thence North 63°40'47" West along said south line, 198.34 feet; thence South 85°55'33" West along said south line, 251.56 feet; thence North 88°56'51" West along said south line, 219.65 feet to the east line of 35th Avenue; thence North 14°56'51" West along said east line, 147.50 feet to a point of curvature; thence Northwesterly along the arc of a curve to the right and said east line, 296.90 feet, having a radius of 623.11 feet, a central angle of 27°18'00" and whose long chord bears North 1°17'51" West, 294.095 feet to the south line of 13th Street; thence Southeasterly along the arc of a curve to the left and said south line, 287.27 feet, having a radius of 729.16 feet, a central angle of 22°34'24" and whose long. chord bears South 88°38'47" East, 285.42 feet to the point of beginning of the following described centerline; thence South 12°19'25" East, 131.98 feet; thence South 82°36'12" West, 236.47 feet to the point of ending of said centerline.



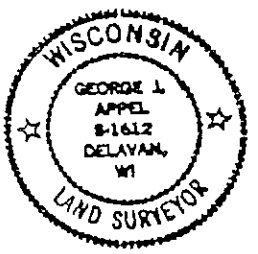
GEORGE J. APPEL, RLS-1612
Baxter & Woodman of Wisconsin, Inc.
Job No. 88173
Dated October 30, 1989
Revised January 4, 1991

Baxter & Woodman of Wisconsin
formerly Robers & Boyd, Inc.

engineers & surveyors

EXHIBIT "A-6"
SPRING MEADOWS CONDOMINIUM
AMENDMENT NUMBER ONE
10 FOOT WIDE PRIVATE SANITARY SEWER EASEMENT "B"

Part of Lot 29 of Spring Meadows, a subdivision of record, said lot being part of the Northeast and Southeast Quarters of the Northwest 1/4 of Section 13, Town 2 North, Range 22 East of the Fourth Principal Meridian, City of Kenosha, Kenosha County, Wisconsin, and being more particularly described as follows: Commencing at the Northeast corner of said Lot 29, run thence Northwesterly along the arc of a curve to the right and the south line of 13th Street, 35.27 feet, having a radius of 908.53 feet, a central angle of 2°13'28" and whose long chord bears North 79°54'01" West, 35.27 feet; thence North 78°47'17" West along said south line, 96.14 feet to a point of curvature; thence Northwesterly along the arc of a curve to the left and said south line, 120.88 feet, having a radius of 1402.68 feet, a central angle of 4°56'16" and whose long chord bears North 81°15'25" West, 120.85 feet to the point of beginning of the following described centerline; thence South 36°47'00" West, 19.04 feet; thence North 87°32'00" West, 66.00 feet; thence South 23°40' West, 290.00 feet to the point of ending of said centerline.

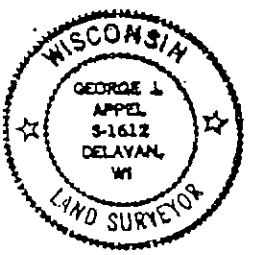


George J. Appel
GEORGE J. APPEL, RLS-1612
Baxter & Woodman of Wisconsin, Inc.
Job No. 88173
January 4, 1991

Baxter & Woodman
of Wisconsin
formerly Robers & Boyd, Inc.
engineers & surveyors

EXHIBIT "A-7"
SPRING MEADOWS CONDOMINIUM
A 10 FOOT WIDE PRIVATE WATERMAIN EASEMENT "A"
REVISED

Part of Lot 29 of Spring Meadows, a subdivision of record, said lot being part of the Northeast and Southeast Quarters of the Northwest 1/4 of Section 13, Town 2 North, Range 22 East of the Fourth Principal Meridian, City of Kenosha, Kenosha County, Wisconsin, and being more particularly described as follows: Commencing at the Northeast corner of said Lot 29, run thence South 1°46'34" East along the east line of said lot and its extension, 538.93 feet; thence North 88°38'05" West, 347.65 feet; thence North 1°03'09" East, 49.93 feet to the south line of said lot; thence North 63°40'47" West along said south line, 198.34 feet; thence South 85°55'33" West along said south line, 251.56 feet; thence North 88°56'51" West along said south line, 219.65 feet to the east line of 35th Avenue; thence North 14°56'51" West along said east line, 147.50 feet to a point of curvature; thence Northwesterly along the arc of a curve to the right and said east line, 296.90 feet, having a radius of 623.11 feet, a central angle of 27°18'00" and whose long chord bears North 1°17'51" West, 294.095 feet to the south line of 13th Street; thence Southeasterly along the arc of a curve to the left and said south line, 274.99 feet, having a radius of 729.16 feet, a central angle of 21°36'30" and whose long chord bears South 88°09'50" East, 273.37 feet to the point of beginning of the following described centerline; thence South 5°18'00" East, 2.00 feet; thence North 84°42'00" East, 23.73 feet; thence South 12°19'25" East, 108.86 feet; thence North 77°40'35" East, 17.00 feet to the point of ending of said centerline.



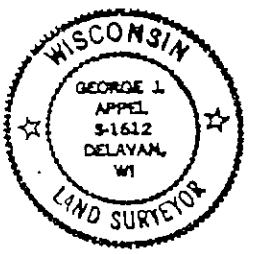
GEORGE J. APPEL, RLS-1612
Baxter & Woodman of Wisconsin, Inc.
Job No. 88173
Dated October 30, 1989
Revised January 4, 1991

Baxter & Woodman
of Wisconsin
formerly Robers & Boyd, Inc.

engineers & surveyors

EXHIBIT "A-8"
SPRING MEADOWS CONDOMINIUM
AMENDMENT NUMBER ONE
10 FOOT WIDE PRIVATE WATER MAIN EASEMENT "B"

Part of Lot 29 of Spring Meadows, a subdivision of record, said lot being part of the Northeast and Southeast Quarters of the Northwest 1/4 of Section 13, Town 2 North, Range 22 East of the Fourth Principal Meridian, City of Kenosha, Kenosha County, Wisconsin, and being more particularly described as follows: Commencing at the Northeast corner of said Lot 29, run thence Northwesterly along the arc of a curve to the right and the south line of 13th Street, 35.27 feet, having a radius of 908.53 feet, a central angle of 2°13'28" and whose long chord bears North 79°54'01" West, 35.27 feet; thence North 78°47'17" West along said south line, 96.14 feet to a point of curvature; thence Northwesterly along the arc of a curve to the left and said south line, 137.65 feet, having a radius of 1402.68 feet, a central angle of 5°37'22" and whose long chord bears North 81°35'58" West, 137.60 feet to the point of beginning of the following described centerline; thence South 2°28'00" West, 4.74 feet; thence North 87°32'00" West, 70.99 feet; thence South 2°28'00" West, 12.71 feet; thence South 23°40'00" West, 285.36 feet to the point of ending of said centerline.



GEORGE J. APPEL, RLS-1612
Baxter & Woodman of Wisconsin, Inc.
Job No. 88173
Dated January 4, 1991

c 3 8 3 5 U

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REGISTERED ... KENOSHA ...

SEP 10 9 53 AM '93
DONNA H. DIETMAN, Reg of Deeds
DONNA H. DIETMAN
REGISTER OF DEEDS

AMENDMENT NUMBER TWO
TO
DECLARATION OF CONDOMINIUM
FOR
SPRING MEADOWS CONDOMINIUM

This Amendment to Declaration of Condominium is made and entered into by BEAR REALTY OF KENOSHA, INC., a Wisconsin corporation, hereinafter referred to as the "Declarant".

R E C I T A L S

WHEREAS, on November 21, 1989, the Declarant caused to be executed the Restated Declaration of Condominium for Spring Meadows Condominium; and

WHEREAS, the Restated Declaration of Condominium for Spring Meadows Condominium was recorded on November 21, 1989, in Volume 1374 of Records at pages 396-419 inclusive, as Document No. 832278, at the office of the Kenosha County Register of Deeds; and

WHEREAS, pursuant to the provisions of Section 13 of the Restated Declaration of Condominium, the Declarant reserved the right to expand the condominium into and upon a certain area described in the Declaration and on the Condominium Plat, and has also reserved the right to change the design, location and number of buildings and units to be constructed on the expansion area on certain terms and conditions; and

WHEREAS, Amendment Number One to the Declaration of Condominium for Spring Meadows Condominium dated January 11, 1991, was subsequently recorded at the office of the Kenosha County Register of Deeds, expanding the condominium into the expansion area; and

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

NOW, THEREFORE, Bear Realty of Kenosha, Inc., a Wisconsin corporation, as holder of title to the real estate hereinafter described, and for the purposes hereinabove set forth and hereinbefore set forth in the Restated Declaration of Condominium for Spring Meadows Condominium, hereby declares as follows:

1. A portion of the real estate described as "expandable area" in the Restated Declaration of Condominium for Spring Meadows Condominium and more particularly described on page 2 of Exhibit A attached hereto, is hereby submitted and subjected to the provisions of the Condominium Ownership Act of the State of Wisconsin and is added to Spring Meadows Condominium and shall hereafter be part thereof.

2. Exhibit A attached hereto and made a part hereof consists of a copy of the Condominium Plat describing the design, location and number of existing buildings and units constructed and proposed to be constructed on the original condominium, the area added to the condominium by Amendment Number One, and the remainder of the expandable area to be added to the condominium.

A. Exhibit A-1 is the revised legal description of Storm Sewer Easement "2" as shown on the plat of Amendment Number Two to Spring Meadows Condominium.

B. Exhibit A-2 is the legal description of the Water Main Easement "C" shown on the plat of Amendment Number Two to Spring Meadows Condominium.

C. Exhibit A-3 is the legal description of the Sanitary Sewer Easement "C" shown on the plat of Amendment Number Two to Spring Meadows Condominium.

D. Exhibit A-4 is the legal description of the Storm Sewer Easement "3" shown on the plat of Amendment Number Two to Spring Meadows Condominium.

E. Exhibit A-5 is the legal description of Storm Sewer Easement "4" shown on the plat of Amendment Number Two to Spring Meadows Condominium.

3. Each building of four units contains the following:

A. Unit A and Unit B each consist of a foyer, living room/dining room, den, kitchen with dinette area, two bedrooms, utility room and two-stall garage, all on the ground level of the building. The approximate number of square feet within Unit A or Unit B is 1,567 square feet, exclusive of the garage and any basement area. A full basement is optional. The Declarant shall have the option to expand Unit A and Unit B in Buildings 13, 14 and 15 from the dimensions set forth on the condominium plat as follows:

(1) The outside wall of the den may be extended up to 2 feet, adding approximately 24 square feet.

(2) The outside "fireplace" wall of the living room/dining room may be extended up to 3 feet and the outside wall of the den may be extended up to 2 feet, adding approximately 90 square feet.

The changes set forth above may be made only at the time of the initial construction of the building by the Declarant and subsequent unit owners shall have no right to expand the boundaries of any unit except as set forth in the Declaration and Bylaws of the condominium.

B. Unit C and Unit D each consist of a foyer, living room/dining room, kitchen with dinette and utility area, den, a half bathroom and a two-stall garage, all on the ground level of the building and two bedrooms, two bathrooms and a sitting area on the second level of the building. The approximate number of square feet within Unit C or Unit D is 1,887 square feet, exclusive of the garage and basement area. A full basement is optional.

4. Except as set forth herein, the condominium Units in Buildings 11, 12, 13, 14 and 15 shall be subject to the use, occupancy and other regulations and all benefits and obligations provided in the Restated Declaration of Condominium and the Bylaws of Spring Meadows Condominium.

5. Except as set forth herein, all provisions of the Restated Declaration of Condominium hereinbefore described are continued in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment Number One to Declaration of Condominium for Spring Meadows Condominium this 31st day of August, 1993.

BEAR REALTY OF KENOSHA, INC.

By: _____
Guy D. Trecroci-President

By: _____
Stephen C. Mills-Secretary

AUTHENTICATION

Signatures of Guy D. Trecroci and Stephen C. Mills, authorized officers of Bear Realty of Kenosha, Inc., authenticated this 31st day of August, 1993.

_____
R. William Phenicie
MEMBER: State Bar of Wisconsin

This instrument drafted by
R. William Phenicie
Lloyd, Phenicie, Lynch & Kelly, S.C.
P.O. Box 700
Burlington, Wisconsin 53105

SPRING MEADOWS CONDOMINIUM

AMENDMENT NUMBER TWO

A PARCEL OF LAND LOCATED IN PART OF LOT 19 OF SPRING MEADOWS, A SUBDIVISION OF RECORD, SAID LOT BEING PART OF THE NORTHEAST AND SOUTHEAST QUARTERS OF THE NORTHWEST 1/4 OF SECTION 13, TOWN 2 NORTH, RANGE 22 EAST OF THE PRINCIPAL MERIDIAN, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN; MORE PARTICULARLY DESCRIBED AS:
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 19; THENCE S 01DEG 46MIN 31SEC E, 538.93 FEET; THENCE N 88DEG 38MIN 05SEC W, 347.65 FEET; THENCE N 01DEG 03MIN 09SEC E, 49.93 FEET; THENCE N 14DEG 18MIN E, 416.00 FEET; THENCE N 31DEG 35MIN W, 100.00 FEET; THENCE N 04DEG 57MIN 59SEC E, 41.57 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF 13th STREET; THENCE ALONG SAID RIGHT OF WAY LINE 152.90 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1402.68 FEET AND A CHORD WHICH BEARS S 81DEG 54MIN 39SEC E, 152.82 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY, S 78DEG 47MIN 17SEC E, 96.14 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY, 35.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 908.53 FEET AND A CHORD WHICH BEARS S 79DEG 54MIN 01SEC E, 35.27 FEET TO THE POINT OF BEGINNING. CONTAINING 161,175 SQUARE FEET OF LAND (3.707 ACRES) MORE OR LESS.

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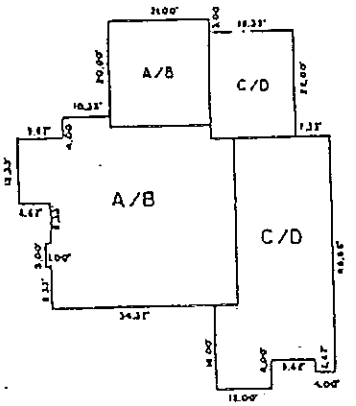
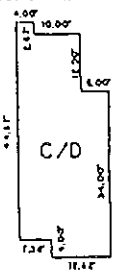
TYPICAL BUILDING DIAGRAMS

BUILDINGS (U2)(3)(4)(5)

FIRST FLOOR



SECOND FLOOR



CURVE DATA TABLE

CURVE	RADIUS	CENTRAL ANGLE	BEARING	LONG CHORD LENGTH	ARC LENGTH
A-B	623.17'	22°34'00"	N 41°13'30" W	244.03'	245.50'
B-C	123.16'	22°33'34"	S 88°39'53" E	163.10'	167.43'
C-D	1464.09'	6°33'"	N 33°36'43" E	167.07'	167.43'
C-C1	1464.09'	00°01'51"	N 90°01'30" E	4.31'	4.31'
C1-C	1464.09'	00°31'52"	N 90°30'06.3" E	19.00'	20.00'
C-C	1464.09'	00°45'33"	N 89°29'43.3" E	19.47'	19.47'
C-D	1464.09'	10°25'38"	N 85°07'25.3" E	152.47'	152.54'
D-E	1402.68'	5°58'2"	S 82°46'26" E	153.04'	153.15'
E-E1	1402.68'	0°49'0"	S 88°22'08.3" E	20.00'	20.00'
E1-E2	1402.68'	2°05'3"	S 86°23'33.3" E	51.23'	51.23'
E2-E3	1402.68'	2°43'30"	S 84°53'30" E	51.23'	51.23'
E3-E	1402.68'	5°38'54"	S 81°54'39" E	137.27'	137.30'
E-F	908.53'	2°13'38"	S 79°54'00" E	35.27'	35.27'
F-G	500.13'	17°34'00"	S 0°47'33" E	151.10'	153.41'
G-G1	500.13'	10°47'24"	S 5°36'26" E	102.04'	101.31'
G1-G2	500.13'	3°46'06"	S 1°03'38" W	43.60'	43.61'
G-K	500.13'	17°34'00"	N 0°47'33" W	153.33'	153.40'
K-L	278.50'	62°30'13"	S 15°33'43.8" W	107.61'	109.25'
L-M	250.00'	12°39'03"	S 6°53'31" W	49.40'	49.33'
M-N	127.47'	12°39'03"	S 6°53'31" W	25.03'	25.15'
O-P	224.15'	10°58'30"	N 23°30'30" W	31.01'	31.15'
O-Q	224.15'	10°58'30"	N 23°30'30" E	33.16'	33.21'
Q-T	107.47'	12°39'03"	N 12°00'28.5" E	23.15'	23.73'
T-U	250.00'	12°39'03"	N 6°53'31" E	49.10'	49.33'
U-O	253.00'	22°58'06"	N 12°28'30" E	100.23'	100.51'

CURVE DATA TABLE

CURVE	RADIUS	CENTRAL ANGLE	BEARING	LONG CHORD LENGTH	ARC LENGTH
F1-F2	210.00'	11°33'	S 05°08'30" W	43.60'	43.66'
F1-F3	13.00'	90°00'	S 18°43'30" W	18.45'	18.24'
F2-F3	230.00'	23°06'	S 23°45'45" W	123.75'	123.78'
F3-F3	230.00'	23°06'	N 23°45'45" E	123.69'	123.91'
F10-F11	75.00'	39°01'	N 12°24'30" E	50.50'	51.05'
F11-F11	130.00'	15°35'	N 05°08'30" E	35.48'	35.37'
F14-F	201.77'	00°45'33"	N 73°53' W	10.07'	10.07'



"I, Peter S. Gordon, a Wisconsin Registered Land Surveyor, S-1101, do hereby certify that this condominium plat is a correct representation of the condominium described and the identification and location of each unit and the common elements can be determined from this plat."

07/01/93
Peter S. Gordon R.L.S. 1101

FARRIS, HANSEN & ASSOCIATES, INC.
Engineers Surveyors Surveyors
7 Simmons Court P.O. Box 127
Kenosha, Wisconsin 53141
Office (414) 552-2444

FHOT3741

EXHIBIT "A-1"
SPRING MEADOWS CONDOMINIUM AMENDMENT NUMBER TWO
STORM SEWER EASEMENT "2"

618 PAGE 543

AN EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF A STORM DRAINAGE SEWER AND ALL APPURTENANT STRUCTURES LOCATED IN PART OF LOT 29 OF SPRING MEADOWS, A SUBDIVISION OF RECORD, IN PART OF THE NORTHEAST AND SOUTHEAST 1/4'S OF THE NORTHWEST 1/4 OF SECTION 13, TOWN 2 NORTH, RANGE 22 EAST, CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN. SAID EASEMENT TO BE CONTIGUOUS AND ADJACENT TO AN EXISTING STORM SEWER EASEMENT AS SHOWN ON SPRING MEADOWS CONDOMINIUM, AMENDMENT NUMBER ONE AS STORM SEWER EASEMENT NO. 2; RECORDED AS EXHIBIT "G" ON PAGE 15 OF EXHIBIT A OF THE DECLARATIONS TO SAID AMENDMENT NUMBER ONE; DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHEAST CORNER OF THE AFORESAID LOT 29; THENCE NORTHWESTERLY ALONG THE NORTH LINE OF SAID LOT, WHICH LINE HERE IS THE ARC OF A CIRCULAR CURVE THAT IS CONCAVE NORTHEASTERLY, 35.27 FEET, SAID CURVE HAVING A RADIUS OF 908.53 FEET, A CENTRAL ANGLE OF 2DEG 13MIN 28SEC AND A CHORD WHICH BEARS NORTH 79DEG 54MIN 01SEC WEST A DISTANCE OF 35.27 FEET; THENCE CONTINUE ALONG THE NORTH LINE OF SAID LOT, NORTH 78DEG 47MIN 17SEC WEST 26.78 FEET TO THE NORTHEAST CORNER OF SAID STORM SEWER EASEMENT NO. 2; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID EASEMENT; S 38DEG 15MIN 33SEC W, 52.96 FEET TO THE POINT OF BEGINNING; THENCE S 35DEG 11MIN 36SEC W 48.20 FEET; THENCE S 41DEG 07MIN 05SEC W, 51.58 FEET TO THE SOUTHEASTERLY LINE OF SAID EASEMENT NO. 2; THENCE N 38DEG 15MIN 33SEC E, 99.64 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A-2"
SPRING MEADOWS CONDOMINIUM AMENDMENT NUMBER TWO
WATERMAIN EASEMENT "C"

8 PAGE 544

Part of Lot 29 of Spring Meadows subdivision, a subdivision of record in the Northwest 1/4 of Section 13, Town 2 North, Range 22 East of the Fourth Principal Meridian, lying and being in the City of Kenosha, Kenosha County, Wisconsin, described as follows: Commencing at the Northeast corner of the aforesaid Lot 29; thence Northwesterly along the north line of said Lot, which line here is the arc of a circular curve that is concave northeasterly, 35.27 feet, said curve having a radius of 908.53 feet, a central angle of 02deg 13min 28sec and a chord which bears N 79deg 54min 01sec W, a distance of 35.27 feet; thence continue along the north line of said Lot, N 78deg 47min 17Sec W, a distance of 3.32 feet to the point of beginning of the centerline to be herein described; thence S 20deg W, a distance of 14.51 feet; thence S 02deg E, a distance of 225.00 feet; thence S 40deg W, a distance of 220.00 feet to the end of said easement.

EXHIBIT "A-3"
SPRING MEADOWS CONDOMINIUM AMENDMENT NUMBER TWO
SANITARY SEWER EASEMENT "C"

Part of Lot 29 of Spring Meadows subdivision, a subdivision of record in the Northwest 1/4 of Section 13, Town 2 North, Range 22 East of the Fourth Principal Meridian, lying and being in the City of Kenosha, Kenosha County, Wisconsin, described as follows: Commencing at the Northeast corner of the aforesaid Lot 29; thence Northwesterly along the north line of said Lot, which line here is the arc of a circular curve that is concave northeasterly, 35.27 feet, said curve having a radius of 908.53 feet, a central angle of 02deg 13min 28sec and a chord which bears N 79deg 54min 01sec W, a distance of 35.27 feet; thence continue along the north line of said Lot, N 78deg 47min 17Sec W, a distance of 15.97 feet to the point of beginning of the centerline to be herein described; thence S 20deg W, a distance of 4.19 feet; thence S 02deg E, a distance of 236.5 feet; thence S 40deg W, a distance of 210.00 feet to the end of said easement.

EXHIBIT "A-4"
SPRING MEADOWS CONDOMINIUM AMENDMENT NUMBER TWO
STORM SEWER EASEMENT "3"

Part of Lot 29 of Spring Meadows subdivision, a subdivision of record in the Northwest 1/4 of Section 13, Town 2 North, Range 22 East of the Fourth Principal Meridian, lying and being in the City of Kenosha, Kenosha County, Wisconsin, described as follows: Commencing at the Northeast corner of the aforesaid Lot 29; thence S 01deg 46min 34sec E, a distance of 284.76 feet; thence S 88deg W, a distance of 45.00 feet to the point of beginning of the centerline to be herein described; thence N 24deg W, a distance of 60.00 feet; thence N 79deg W, 130.00 feet to the end of said easement.

EXHIBIT "A-5"
SPRING MEADOWS CONDOMINIUM AMENDMENT NUMBER TWO
STORM SEWER EASEMENT "4"

Part of Lot 29 of Spring Meadows subdivision, a subdivision of record in the Northwest 1/4 of Section 13, Town 2 North, Range 22 East of the Fourth Principal Meridian, lying and being in the City of Kenosha, Kenosha County, Wisconsin, described as follows: Commencing at the Northeast corner of the aforesaid Lot 29; thence S 01deg 46min 34sec E, a distance of 486.76 feet; thence S 88deg 13min 21sec W, a distance of 165.66 feet to the point of beginning of the centerline to be herein described; thence N 16deg W, a distance of 128.00 feet; thence N 54deg W, 100.00 feet to the end of said easement.

Document #: **1869173**
Date: **2020-06-08** Time: **3:08 PM** Pages: **8**
Fee: **$30.00** County: **KENOSHA** State: **WI**
REGISTER OF DEEDS: **JOELLYN M. STORZ**

THIRD AMENDMENT TO RESTATED CONDOMINIUM DECLARATION

The above recording information verifies this document has been electronically recorded and returned to the submitter

Record this document with the Register of Deeds

Name and Return Address:
Lydia J. Chartre, Esq.
Husch Blackwell LLP
555 E. Wells Street #1900
Milwaukee, WI 53202

See Exhibit B
(Parcel Identification Number)

SPRING MEADOWS CONDOMINIUM

Spring Meadows Condominium was created by a Declarant, Bear Realty of Kenosha, Inc., which caused to be recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin, a Restated Declaration on the 21st day of November, 1989, as Document No. 832278 (the "Declaration"), as amended by Amendment Number One on the 11th day of January, 1991, as Document No. 858004, and as further amended by Amendment Number Two on the 10th day of September, 1993 as Document No. 938350, all of which affects the real property described on the attached Exhibit A;

WHEREAS, Spring Meadows Condominium Association, Inc. (the "Association"), pursuant to the rights reserved in Section 12 of the Declaration, desires to further amend the Declaration;

NOW THEREFORE, the Association does hereby amend the Declaration as follows:

Section 4.C is amended by adding the underlined language to read as follows:

C. Each unit shall include the inner surfaces of the finished walls, ceilings and floors and all windows, mouldings, window frames and doors (including all glass in doors and garage doors) in or appurtenant to a unit and its respective garage. If a unit contains a sump pump, the sump pump shall be considered part of the unit. If a unit contains radon mitigation equipment within and/or appurtenant to

the unit, such equipment shall be considered a part of the unit. Smoke detectors, carbon monoxide detectors, and fire alarms within a unit shall be considered part of the unit.

Section 4.E is amended by deleting the ~~strikeout~~ language as follows:

E. The structural portions of each building~~, any smoke detectors and fire alarms~~ and the exterior surface of the garage door shall be common elements except as stated in Section 4C of this Declaration. Utility lines and plumbing equipment located outside of the units shall be repaired and maintained by and at the expense of the Spring Meadows Condominium Association, Inc. (the "Association"). Any water meters and/or sprinkler plumbing for the building shall be common elements and the Association's responsibility to maintain, repair, and replace, even though they may be within the boundaries of a Unit. The heating and air conditioning systems and water heater for each unit shall be considered part of the unit and repaired and maintained by and at the expense of the unit owner.

Section 5.B is amended by adding the underlined language as follows:

All decks, balconies, patios and driveways immediately adjacent to any unit shall be a part of the common area and not a part of any individual unit; however, as limited common elements, each unit owner shall be entitled to the exclusive use and possession of that deck, balcony, patio and outdoor parking space on the driveway, direct access to which is provided from his respective unit, or which is or are located outside of and adjoining his respective unit or is designated for such unit. A unit owner shall not paint or otherwise decorate or adorn or change the appearance of any such common element, deck balcony, patio, or driveway in any manner contrary to the rules and regulations as may be established by the Association.

Section 7 is amended by deleting the ~~strikeout~~ language and adding the underlined language as follows:

Section 7. Residential Use and Lease of Unit.

A. All units are restricted to residential use~~, except that the Declarant reserves the right to use not more than three units as sales models until all units in the condominium are sold~~.

B. ~~No owner shall lease or rent his unit for a term of less than six (6) months. Any owner who wishes to lease or rent his unit to any person not related by blood or marriage to the owner shall give to the Association Board of Directors no less than twenty (20) days prior written notice of the proposed lessee/tenant, and his or their financial and character references. If the Board of Directors, in its reasonable opinion, finds that the proposed lease or rental is contrary to the best interest of the unit owners and the Association, it may prohibit such lease or rental by written notice to the said owner. The Association Board of Directors shall adopt rules and regulations not inconsistent with the foregoing provisions for the purpose of implementing and effectuating the foregoing provisions.~~ Units may not be leased except as may be set forth in the Association's Bylaws.

Section 12 is amended by deleting the ~~strikeout~~ language and adding the underlined language as follows:

Section 12. Amending Declaration.

A. This Declaration may be amended by the written consent ~~affirmative vote~~ of ~~seventy-five~~ sixty-seven percent (~~75~~67%) of all the unit owners and their ~~seventy-five percent (75%) of all~~ mortgagees, if any, consistent with Wisconsin Statutes Section 703.09, as amended ~~of units in the condominium~~. The amendment shall be evidenced by an appropriate certificate entitling the same to be recorded. ~~Declarant reserves the right, for itself and its successors and assigns, to amend this Declaration at any time and from time to time, without a vote of unit owners, to reflect the commencement or completion of units. Prior to completion of construction of units, Declarant shall be deemed the owner of the percentage interests in the common elements for all proposed units.~~

B. Except as provided in Section 13, no amendment shall change any unit's proportionate share of the common elements, common expenses, or voting rights, unless all owners of the condominium units shall approve thereof by a one hundred percent (100%) vote~~, nor shall any amendment change the rights of Declarant as contained in this Declaration~~.

This Third Amendment to the Restated Declaration complies with the requirements of the Declaration at Section 12 and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of Unit owners with not less than seventy five percent (75%) of the Unit Owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units in a manner consistent with the statutes.

IN WITNESS WHEREOF, the Association has executed this Third Amendment to Restated Declaration of Condominium for Spring Meadows Condominium this 4th day of June, 2020.

SPRING MEADOWS CONDOMINIUM ASSOCIATION, INC., a Wisconsin Non-Stock Corporation,

By: Patrick Johnson
PATRICK JOHNSON, President

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

This document was acknowledged before me by PATRICK JOHNSON, as President of Spring Meadows Condominium Association, Inc. on this 4th day of June, 2020.

Notary Public, State of Wisconsin
Name: Abbe Gustavus
My Commission Expires: 3-12-2023

ABBE GUSTAVUS NOTARY PUBLIC STATE OF WISCONSIN

This document was drafted by:
Lydia J. Chartre, Esq.
Husch Blackwell LLP
555 E. Wells Street #1900
Milwaukee, WI 53202

EXHIBIT A

Legal Description

Units 1A, 1B, 1C and 1D in Building 1, Units 2A, 2B, 2C and 2D in Building 2, Units 3A, 3B, 3C and 3D in Building 3, Units 4A, 4B, 4C and 4D in Building 4, Units 5A, 5B, 5C and 5D in Building 5, Units 6A, 6B, 6C and 6D in Building 6, Units 7A, 7B, 7C and 7D in Building 7, Unit 8A, 8B, 8C and 8D in Building 8, Units 9A, 9B, 9C and 9D in Building 9, Units 10A, 10B, 10C and 10D in Building 10, Units 11A, 11B, 11C and 11D in Building 11, Units 12A, 12B, 12C and 12D in Building 12, Units 13A, 13B, 13C and 13D in Building 13, Units 14A, 14B, 14C and 14D in Building 14, Units 15A, 15B, 15C and 15D in Building 15, in Spring Meadows Condominium, created by a "Declaration of Condominium" recorded on November 6, 1989, in the Office of the Register of Deeds for Kenosha County, Wisconsin, in Volume 1372 of Records, Pages 632, as Document No. 831361, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the City of Kenosha, County of Kenosha and State of Wisconsin.

EXHIBIT B

Tax Key Numbers

Tax Key	Street Address
0722213208010	3147 13th Street, Unit 11A
0722213208011	3145 13th Street, Unit 11B
0722213208012	3143 13th Street, Unit 11C
0722213208013	3141 13th Street, Unit 11D
0722213208014	1312 30th Court, Unit 12A
0722213208015	1314 30th Court, Unit 12B
0722213208016	1316 30th Court, Unit 12C
0722213208017	1318 30th Court, Unit 12D
0722213208018	1324 30th Court, Unit 13A
0722213208019	1326 30th Court, Unit 13B
0722213208020	1328 30th Court, Unit 13C
0722213208021	1330 30th Court, Unit 13D
0722213208022	1343 30th Court, Unit 14A
0722213208023	1345 30th Court, Unit 14B
0722213208024	1347 30th Court, Unit 14C
0722213208025	1349 30th Court, Unit 14D
0722213208026	1341 30th Court, Unit 15A
0722213208027	1339 30th Court, Unit 15B
0722213208028	1337 30th Court, Unit 15C
0722213208029	1335 30th Court, Unit 15D
0722213209001	3413 13th Street, Unit 1A
0722213209002	3415 13th Street, Unit 1B
0722213209003	3411 13th Street, Unit 1C
0722213209004	3417 13th Street, Unit 1D

0722213209005	3335 13th Street, Unit 3A
0722213209006	3333 13th Street, Unit 3B
0722213209007	3337 13th Street, Unit 3C
0722213209008	3331 13th Street, Unit 3D
0722213209009	1317 35th Avenue, Unit 2A
0722213209010	1319 35th Avenue, Unit 2B
0722213209011	1315 35th Avenue, Unit 2C
0722213209012	1321 35th Avenue, Unit 2D
0722213209013	1318 33rd Court, Unit 4A
0722213209014	1316 33rd Court, Unit 4B
0722213209015	1320 33rd Court, Unit 4C
0722213209016	1314 33rd Court, Unit 4D
0722213209017	1321 33rd Court, Unit 5A
0722213209018	1319 33rd Court, Unit 5B
0722213209019	1323 33rd Court, Unit 5C
0722213209020	1317 33rd Court, Unit 5D
0722213209021	3305 13th Street, Unit 6A
0722213209022	3303 13th Street, Unit 6B
0722213209023	3307 13th Street, Unit 6C
0722213209024	3301 13th Street, Unit 6D
0722213209025	3233 13th Street, Unit 7A
0722213209026	3235 13th Street, Unit 7B
0722213209027	3231 13th Street, Unit 7C
0722213209028	3237 13th Street, Unit 7D
0722213209029	1318 32nd Court, Unit 8A
0722213209030	1320 32nd Court, Unit 8B
0722213209031	1316 32nd Court, Unit 8C

0722213209032	1322 32nd Court, Unit 8D
0722213209033	1325 32nd Court, Unit 9A
0722213209034	1327 32nd Court, Unit 9B
0722213209035	1323 32nd Court, Unit 9C
0722213209036	1329 32nd Court, Unit 9D
0722213209037	1311 32nd Court, Unit 10A
0722213209038	1309 32nd Court, Unit 10B
0722213209039	1313 32nd Court, Unit 10C
0722213209040	1307 32nd Court, Unit 10D

FOURTH AMENDMENT TO RESTATED CONDOMINIUM DECLARATION

Document #: **1927677**
Date: **2022-05-03** Time: **12:31 PM** Pages: **7**
Fee: **$30.00** County: **KENOSHA** State: **WI**
REGISTER OF DEEDS: **JOELLYN M. STORZ**

The above recording information verifies this document has been electronically recorded and returned to the submitter

SPRING MEADOWS CONDOMINIUM

Record this document with the Register of Deeds

Name and Return Address:
Lydia J. Chartre, Esq.
Husch Blackwell LLP
511 N. Broadway, Suite 1100
Milwaukee, WI 53202

See Exhibit B
(Parcel Identification Number)

Spring Meadows Condominium was created by a Declarant, Bear Realty of Kenosha, Inc., which caused to be recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin, a Restated Declaration on the 21st day of November, 1989, as Document No. 832278 (the "Declaration"), as amended by Amendment Number One on the 11th day of January, 1991, as Document No. 858004, as further amended by Amendment Number Two on the 10th day of September, 1993 as Document No. 938350, and as further amended on the 8th day of June, 2020 as Document No. 1869173, all of which affects the real property described on the attached Exhibit A;

WHEREAS, Spring Meadows Condominium Association, Inc. (the "Association"), pursuant to the rights reserved in Section 12 of the Declaration, desires to further amend the Declaration;

NOW THEREFORE, the Association does hereby amend the Declaration as follows:

Section 4.J (as set forth below as strikeout text) is deleted in its entirety. The provisions governing Association and Unit Owner insurance responsibilities are found in the Association's Bylaws.

Section 4.J is hereby deleted:

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

This Fourth Amendment to the Restated Declaration complies with the requirements of the Declaration at Section 12 and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of Unit owners with not less than sixty-seven percent (67%) of the Unit Owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units in a manner consistent with the statutes.

IN WITNESS WHEREOF, the Association has executed this Fourth Amendment to Restated Declaration of Condominium for Spring Meadows Condominium this 3 RD day of MAY, 2022.

SPRING MEADOWS CONDOMINIUM ASSOCIATION, INC., a Wisconsin Non-Stock Corporation,

By: Patrick Johnson
PATRICK JOHNSON, President

STATE OF WISCONSIN)
) SS
COUNTY OF KENOSHA)

This document was acknowledged before me by PATRICK JOHNSON, as President of Spring Meadows Condominium Association, Inc. on this 3 RD day of MAY, 2022.

RICK M BENTRUP JR
NOTARY PUBLIC
STATE OF WISCONSIN

Notary Public, State of Wisconsin
Name: Rick M. Bentrup, Jr.
My Commission Expires: 02/26/2023

This document was drafted by:
Lydia J. Chartre, Esq.
Husch Blackwell LLP
511 N. Broadway, Suite 1100
Milwaukee, WI 53202

EXHIBIT A

Legal Description

Units 1A, 1B, 1C and 1D in Building 1, Units 2A, 2B, 2C and 2D in Building 2, Units 3A, 3B, 3C and 3D in Building 3, Units 4A, 4B, 4C and 4D in Building 4, Units 5A, 5B, 5C and 5D in Building 5, Units 6A, 6B, 6C and 6D in Building 6, Units 7A, 7B, 7C and 7D in Building 7, Unit 8A, 8B, 8C and 8D in Building 8, Units 9A, 9B, 9C and 9D in Building 9, Units 10A, 10B, 10C and 10D in Building 10, Units 11A, 11B, 11C and 11D in Building 11, Units 12A, 12B, 12C and 12D in Building 12, Units 13A, 13B, 13C and 13D in Building 13, Units 14A, 14B, 14C and 14D in Building 14, Units 15A, 15B, 15C and 15D in Building 15, in Spring Meadows Condominium, created by a "Declaration of Condominium" recorded on November 6, 1989, in the Office of the Register of Deeds for Kenosha County, Wisconsin, in Volume 1372 of Records, Pages 632, as Document No. 831361, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the City of Kenosha, County of Kenosha and State of Wisconsin.

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0722213209036	1329 32nd Court, Unit 9D
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0722213209038	1309 32nd Court, Unit 10B
0722213209039	1313 32nd Court, Unit 10C
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