Document Number

Declaration of Condominium for Somers Village Centre Condominium

Document Title

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DECLARATION - CONDOMINIUM
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Recording Area

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Name and Return Address
KRC Development Corp
5008 Green Bay Rd
Kenosha WI 53144

Pt. of 80-4-222-161-0100
Parcel Identification Number (PIN)

This information must be completed by submitter: *document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and $2.00 to the recording fee. Wisconsin Statutes, 59.517.* WRDA 2/96

DECLARATION OF CONDOMINIUM
FOR
SOMERS VILLAGE CENTRE CONDOMINIUM

KRC Development Corporation, a Wisconsin corporation, ("Declarant"), hereby declares that the real estate described in Section 1 of this Declaration ("Declaration") is owned by the Declarant and is subject to the Wisconsin Condominium Ownership Act ("Act"). The real estate and all the buildings and the other improvements located on the real estate shall be known and described as Somers Village Centre Condominium ("Condominium"). The Condominium's address shall be 7315 - 12th Street, Kenosha, Wisconsin, 53144.

1. DESCRIPTION OF LAND

The land which is the subject of this Declaration and upon which the buildings and improvements are and will be located is a part of Somers Village Centre in the Town of Somers, Kenosha County, Wisconsin, and is more particularly described in the "Phase One Legal Description" contained in Exhibit A which is attached to this Declaration and incorporated by reference herein. This is an expandable condominium and as of the date of this Declaration, only those lands described in the Phase One Legal Description have been subjected to the Act.

2. DEFINITIONS

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

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

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

C. "Declarant" shall mean KRC Development Corporation, a corporation organized under Chapter 180, Wisconsin Statutes, its successors and assigns.

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

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

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

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

3. DESCRIPTION OF IMPROVEMENTS

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

A. Three buildings, each containing eight Units and attached garage spaces will be constructed as shown on the plat of survey attached to this Declaration as Exhibit A.

B. The buildings shall contain Units which may be of four different types and which shall include the garage spaces attached thereto. Of the Units, Plan A Lower Units are two bedroom, one and 3/4 bathroom Units which contain approximately 1230 square feet of living space and which include a one car attached garage; Plan B-Lower Units are two bedroom, one and 3/4 bathroom Units which contain approximately 1230 square feet of living space and which include a two car attached garage; Plan C-Upper Units are two bedroom, one and 3/4 bathroom Units which contain approximately 1400 square feet of living space and which include a one car attached garage; Plan D-Upper Units are two bedroom, one and 3/4 bathroom Units which contain approximately 1400 square feet of living space and which include a two car attached garage; all as described in Section 4 of this Declaration and the floor plans attached to this Declaration as exhibits. The physical boundaries of each Unit, including attached garage space and the stairway serving the Unit, regardless of type, are as described in Section 4 of this Declaration. The buildings in which the Units are located are two story structures. Units may contain space on both floors of a building. The horizontal and vertical boundaries set forth in Section 4 of this Declaration shall be applied separately to each level of the building. Each building will be constructed slab on grade, principally of concrete foundations and concrete footings, wood frames, vinyl, aluminum or other low maintenance exteriors and wood and concrete floors. The roofs are asphalt shingle. Each Unit is connected to the municipal sewer system. Each building is served by a common water well which provides water for the eight (8) Units within that building. Each Unit has an individual hot water heater, an individual gas furnace and an individual air conditioning system. All utilities for each Unit will be separately metered, except for sewer service which is charged by the Township and water service which is provided by the common water well and controlled by the Association.

4. DESCRIPTION OF UNITS

A. The Condominium shall consist of twenty-four residential Units, together with attached garages, all contained in three buildings. Each building and Unit has a numeric designation. The approximate area, location, common walls and immediate common area to which the Units have access are shown on the survey and floor plans attached to this Declaration as exhibits. Working drawings and general specifications for the Units are on file at the office of the Declarant, 5008 Green Bay Road, Kenosha, Wisconsin, 53144.

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

(1) Horizontal Boundaries:

(a) The upper boundaries of each Unit, attached garage space and stairway, shall be the plane of the undecorated finished ceiling including the first layer of drywall and extended to an intersection with the vertical boundaries;

(b) The lower boundaries of each Unit, attached garage space and stairway shall be the plane of the undecorated finished floor extended to an intersection with the vertical boundaries.

(2) Vertical Boundaries:

The vertical boundaries of each Unit, attached garage space and stairways 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. Windows, moldings, window frames, exterior courtesy lighting on the porch or patio and all doors (including all glass in doors, but excepting the exterior surface of the garage door), shall be included as part of a Unit. All components of the heating and air conditioning systems, including exterior condensers; the water heater; components and wiring of intercom or doorbell systems; plumbing valves and fixtures serving an individual Unit and the smoke detectors in each Unit shall be considered part of the Unit and repaired and maintained by and at the expense of the owner of the Unit served by such systems and equipment. All kitchen and bathroom cabinets, built in appliances, waste disposers and vent fans shall be considered to be part of the Unit to which they are attached.

D. The structural portions of each building and the exterior surface of the garage doors shall be common elements except as otherwise stated in this Declaration. All utility lines and plumbing equipment located within the common elements shall be repaired and maintained by and

at the expense of the Association. Provided, however, that routine maintenance of waste lines which serve an individual Unit, including the removal of blockages therefrom, shall be the responsibility of the affected Unit Owner.

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

5. DESCRIPTION OF COMMON ELEMENTS

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

A. Land within the Condominium;

B. Structural components of the buildings, including walls, ceilings and floors other than those components which are specifically included in each Unit;

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

D. Walks, driveways, parking areas, fences, site signage;

E. All components of the water system, including wells, pumps, pressure tanks and water lines, but excluding valves and fixtures which are attached to the water system but which serve only a single Unit;

F. All components of the electrical system which serve the common areas including exterior building lighting, but excepting porch or patio courtesy lights which are specifically included as being part of a Unit;

G. The storm water detention pond and related facilities;

H. All components of the fire alarm system;

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

6. DESCRIPTION OF THE LIMITED COMMON ELEMENTS

The following common elements are permanently assigned to and limited to the use of Units as follows ("limited common elements"):

A. The porches and decks are adjacent to each Unit as indicated on the drawings attached to this Declaration as exhibits;

B. The parking apron located adjacent to the garage for each Unit which is reserved for the use of that Unit as designated on Exhibit A attached to this Declaration;

7. UNIT VALUE: COMMON ELEMENT OWNERSHIP AND VOTING

Each Unit and its owner shall have a 1/24 undivided interest in common with all other Units and Unit owners in the common and limited common elements, and shall have one vote in matters relating to the Association. The Declarant recognizes that there are variances in the Units which relate to value; however, after careful consideration of the factors relevant to maintenance, replacement and value, the Declarant believes that the foregoing formula of ownership and voting is fair and equitable as well as the most efficient for purpose of administration.

8. USE OF UNITS

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

B. The garage spaces which are included as part of the Units are intended for and shall be restricted to the use by the owner, the owner's family, lessees, invitees and frequenters for storage of personal property and parking of private automobiles. Garages may not be used for any commercial purpose. Use of the garages may be further regulated by the rules and regulations and bylaws of the Association, ("Bylaws").

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

9. SERVICE OF PROCESS

The resident agent for the Condominium shall be KRC Development Corporation, a Wisconsin corporation. Service of process shall be made upon the Declarant at 5008 Green Bay

Road, Kenosha, Wisconsin, 53144, as to matters provided for in the Act until all Units have been sold, conveyed and paid for or until the first meeting of the Unit owners, at which time the Association may designate a successor by vote of a simple majority of a quorum present at any meeting of the Association.

10. DAMAGE OR DESTRUCTION

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

11. FURTHER MATTERS

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

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

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

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

12. AMENDMENT OF DECLARATION

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

B. This Declaration may also be amended by the Declarant alone to change or alter the percentage of ownership in the common or limited common elements where the Declarant alters the percentage in accordance with this Section 12(B). Declarant owns certain land ("Expansion Area") described in the "Legal Description Of Future Phases" in Exhibit A attached to this Declaration. Declarant will construct three 8 unit residential buildings on the lands described as the "Phase One Legal Description" in Exhibit A attached to the Declaration ("Phase One") and presently intends to construct thirteen additional 8 unit residential buildings and two 4 unit residential buildings upon the lands included in the expansion area in one or more stages with a maximum of 112 additional residential Units. The general design of the buildings shall be substantially similar to that included in this Declaration. The buildings shall be located upon the expansion area generally as shown on the plat attached to this Declaration as Exhibit A. Declarant reserves the right to change the design and location of buildings and Units to be constructed within the expansion area as long as the aggregate number of Units constructed in the expansion area does not exceed 112 and the total number of all Units in the condominium does not exceed 136. Declarant further reserves the right to locate surface parking spaces, which may or may not be defined as limited common elements, within the boundaries of the expansion area. The parking spaces may serve the Units established in Phase One and the expansion area. Without making any representation in this Declaration that Declarant or any other person can or will undertake the construction and notwithstanding the provisions of Section 12(A) of this

Declaration, Declarant reserves the absolute and unqualified right for itself and its successors and assigns on behalf of each Unit Owner of the Condominium to amend this Declaration at any time and from time to time within 10 years from the date of this Declaration to add to the Condominium all or any part of the lands included in the expansion area and the units constructed or under construction in the expansion area, if any. In the event of any such addition, each Unit Owner shall have an undivided interest in common with all other Units and Unit Owners in the common and limited common elements equal to the number one (l) divided by the total number of Units in the Condominium after completion of the part of expansion area added to the Condominium. Declarant may assign in whole or in part, absolutely or for purposes of security, by a written assignment for that purpose, all powers of amendment. The Unit Owners, by acceptance of a condominium deed to a Unit, appoint Declarant and Declarant's successors and assigns as attorney in fact with irrevocable power coupled with an interest to execute and deliver an amendment in accordance with the provisions stated in this Section 12(B).

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

13. ADDITIONAL RIGHTS OF LENDERS

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

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

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

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

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

(l) Change the undivided percentage interest in the common elements of the Condominium relating to the Unit;

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

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

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

C. A lender who comes into possession of a Unit pursuant to the remedies provided in the mortgage or land contract, a foreclosure of the mortgage or land contract, or a deed (or assignment) in lieu of foreclosure, shall take the Unit free of any claims for unpaid assessments or charges in favor of the Association against the Unit which accrued prior to the time the lender came into possession of the Unit.

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

14. PAYMENT OF COMMON EXPENSES

During the period in which the Declarant shall have control of the Association, each Unit Owner, other than the Declarant, shall pay a fractional share of the common expenses represented by the number "1" divided by the total number of Units included in the Condominium and the Declarant shall pay the balance of the common expenses. At such time as the Unit Owners shall take control of the Association, each Unit Owner, including the Declarant for tenant occupied Units owned by the Declarant, shall pay a fractional share of the common expenses represented by the number "1" divided by the total number of Units for which occupancy permits have been issued and which have been at any time occupied by anyone other than the Declarant. At such time as occupancy permits have been issued for all Units in the Condominium, the Owner of each Unit, including the Declarant for tenant occupied Units owned by the Declarant, shall pay a fractional percentage of the common expenses represented by the number "1" divided by the total number of Units included in the Condominium. Notwithstanding the foregoing, at no time shall the Declarant be liable for common expenses for any Unit which has never been occupied by

anyone other than the Declarant. For purposes of the calculations defined in this Section 14, the term "Unit" shall not include any Unit which has not been included within the Condominium by this Declaration or any amendment hereto. Each Unit Owner shall pay common expenses on a monthly basis as required by the Bylaws.

15. STORM WATER DETENTION POND

The stormwater detention pond to be located within the boundaries of the Condominium shall be maintained by and at the expense of the Association. Subject to the restrictions contained in this Section 15 and rules and regulations which may be established by the Association, Unit Owners, their guests and invitees shall have the right to use the detention pond in common with all other Unit Owners, their guests and invitees. The detention pond shall be maintained so as not to create a nuisance or otherwise interfere with the rights established by this Declaration or the Act. The rights granted herein shall be construed so as to allow free and unimpeded access to the detention pond by every Unit Owner, subject to the conditions and limitations hereinafter established. Recreational use of the pond is limited to shore fishing only. Boating, swimming and other recreational uses of the pond are prohibited unless the same are expressly approved by the Board of Directors of the Association. In addition to the other uses provided by this section, it is specifically declared that the pond referred to in this section shall be used for stormwater detention as part of the overall stormwater drainage plan for the Condominium. Permanent drainage easements have or will be established to allow installation of stormwater drainage pipes and ways to the detention pond. The rights contained herein shall extend to the lands contained within the expansion area as defined in this Declaration.

16. ACCESS RIGHTS / COMMON ROADWAY EASEMENTS

The Declarant reserves to itself, its successors and assigns, the right to enter into one or more access easement agreements for the purpose of providing access for the Condominium and abutting lands to and from County Trunk Highway "E" and County Trunk Highway "EA". Access easements shall be located within the common roadway areas as set forth in Exhibit A. Each easement recorded under this Section 16 shall be construed as a covenant running with the land and shall not be affected by any subsequent decision of Declarant, its successors or assigns. The Unit Owners, by acceptance of a condominium deed to a Unit, appoint Declarant and Declarant's successors and assigns as attorney in fact with irrevocable power coupled with an interest to execute and deliver one or more access easements in accordance with the provisions stated in this Section 16.

17. NOTICE OF UTILITY AND DRAINAGE EASEMENTS

The land which is included in the Condominium and the expansion area is subject to various utility and drainage easements which are recorded in the office of the Register of Deeds for Kenosha County, Wisconsin.

18. RENTAL OF UNITS

Unit Owners, including Declarant, may rent their Units provided that each rental agreement includes the terms and conditions of the Declaration and Bylaws by reference and requires that the occupant(s) of the Unit comply with the rules and regulations for the Condominium.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this 12th day of September, 1996.

KRC Development Corporation

By: George M. Saraceno, Treasurer

Att: Henry K. Osburn, Vice President

STATE OF WISCONSIN)
) ss.
COUNTY OF Kenosha)

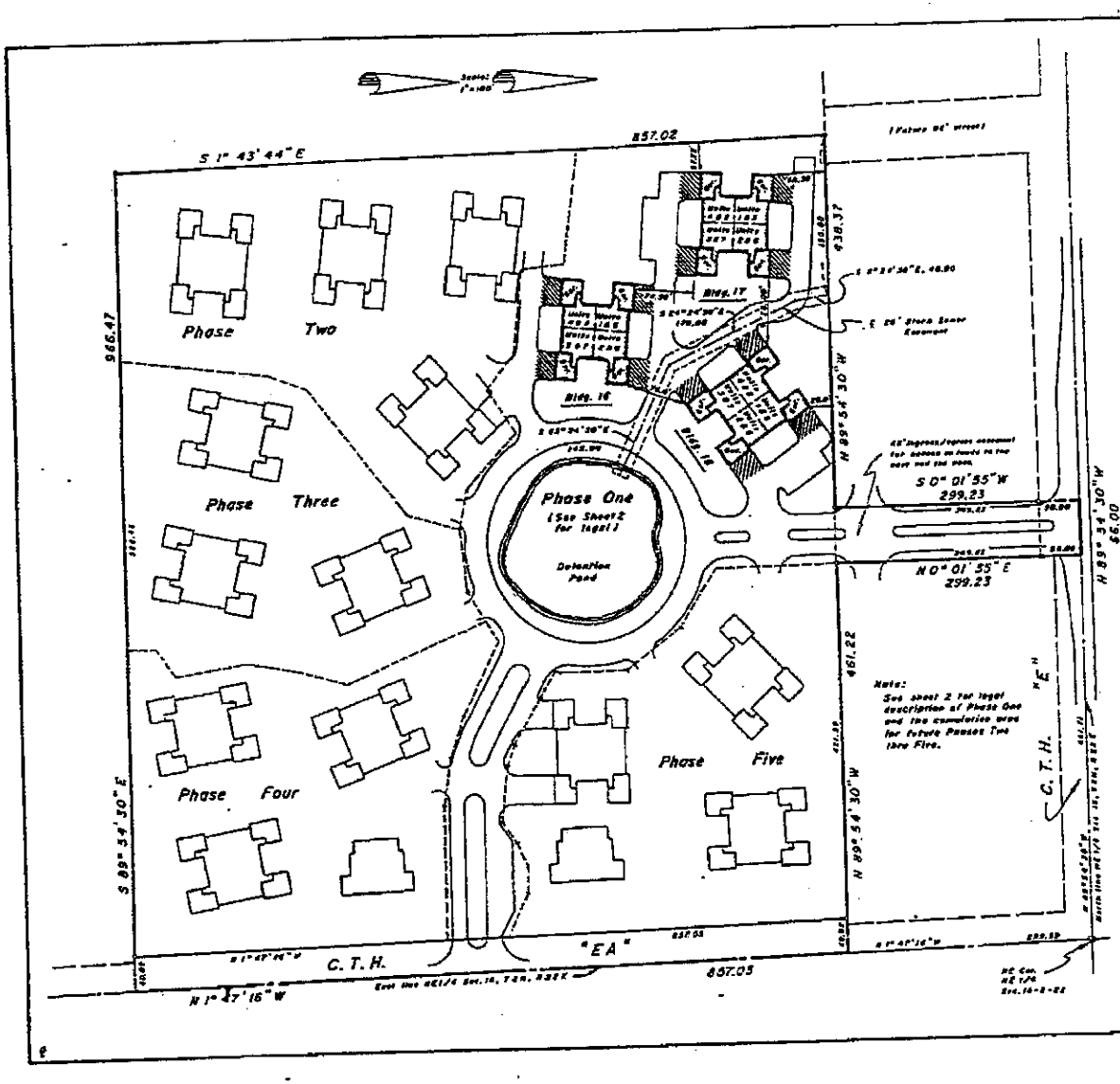
Personally came before me this 12th day of September, 1996, the above named George M. Saraceno and Henry K. Osburn, being respectively the Treasurer and Vice President of KRC Development Corporation, a Wisconsin corporation, to me known to be the persons and officers who executed and acknowledged the foregoing instrument as an act of the corporation by its authority.

Susan M. Higgins
Notary Public - State Of Wisconsin
My commission expires: 4/11/99

SUSAN M. HIGGINS NOTARY PUBLIC STATE OF WISCONSIN

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

EXHIBIT Ai



Condominium Plat of

SOMERS VILLAGE CENTRE

(Phase One)

Being a part of the NE1/4 of Section 16, T 2 N, R 22 E, in the Town of Somers, Kenosha County, Wisconsin.

WISCONSIN
GERALD E. CASEY
S-1429
FRANKLIN, WI
LAND SURVEYOR

Site Addresses:
7315 12th Street
Bldg. ——, Unit ——
Kenosha, WI 53144

SURVEYOR'S CERTIFICATE

I, Gerald E. Casey, a Registered Land Surveyor, do hereby certify that I have surveyed the property described on Sheet 2 of 4 of this condominium plat and that this survey is an accurate representation of the exterior boundary lines and the location of the proposed buildings on said property. This plat is a correct representation of Somers Village Centre, a condominium community (Phase One) and the identification and location of each unit and the common elements can be determined from this plat.

3-8-96
Date

Gerald E. Casey, S-1429
Registered Land Surveyor

Prepared for:
KMC Development Corp., Inc.
5008 Green Bay Rd.
Kenosha, WI 53142

Prepared by:
Gerald E. Casey, R.L.S. -1329
Metropolitan Survey Service, Inc.
9415 W. Forest Home Ave.
Hales Corners, WI 53130

Legend:
Denotes some Limited Common Elements (See same on Sheet 2 of 4)

Job No 86291

Sheet 1 of 4

EXHIBIT Aii

SOMERS VILLAGE CENTRE Legal Description

All that part of the Northeast 1/4 of Section 16, Town 2 North, Range 22 East, in the Town of Somers, Kenosha County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said Northeast 1/4; thence N 89°54'30" W along the North line of said Northeast 1/4, 451.71 feet to the place of beginning of the lands to be described; thence continuing N 89°54'30" W along said North line, 66.00 feet to a point; thence S 0°01'55" W, 299.23 feet to a point; thence N 89°54'30" W, 438.37 feet to a point; thence S 1°43'44" E, 857.02 feet to a point; thence S 89°54'30" E, 966.47 feet to a point on the East line of said Northeast 1/4; thence N 1°47'16" W along said East line, 857.05 feet to a point; thence N 89°54'30" W, 461.22 feet to a point; thence N 0°01'55" E, 299.23 feet to the place of beginning. Dedicating therefrom the North 50.00 feet and East 40.00 feet for public street purposes. Said lands containing 18.587 acres net (19.450 acres gross).

Phase One Legal Description

Being a part of the Northeast 1/4 of the Northeast 1/4 of Section 16, Town 2 North, Range 22 East, in the Town of Somers, Kenosha County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said Northeast 1/4; thence S 1°47'16" E along the East line of said Northeast 1/4, 299.39 feet; thence N 89°54'30" W, 461.22 feet to the place of beginning of the lands to be described; thence N 0°01'55" E, 249.23 feet; thence N 89°54'30" W along the South line of C.T.H. "E", 66.00 feet; thence S 0°01'55" W, 249.23 feet; thence N 89°54'30" W, 438.37 feet; thence S 1°43'44" E, 297.93 feet; thence S 81°43'07" E, 135.47 feet; thence S 3°00'39" E, 53.35 feet; thence S 81°45'04" E, 102.60 feet; thence S 50°36'42" E, 47.47 feet; thence N 58°09'19" E, 64.23 feet; thence S 46°37'05" E, 86.14 feet; thence S 75°24'59" E, 48.60 feet; thence N 81°21'26" E, 75.17 feet; thence N 61°14'38" E, 71.10 feet; thence S 62°46'05" E, 99.27 feet; thence S 69°25'52" E, 54.21 feet; thence S 83°30'45" E, 56.19 feet; thence S 89°33'20" E, 160.71 feet; thence N1°47'16" W along the West line of C.T.H. "EA", 71.16 feet; thence N 63°25'10" W, 65.26 feet; thence N 87°47'45" W, 33.81 feet; thence S 66°14'11" W, 34.66 feet; thence S 54°45'51" W, 26.41 feet; thence N 85°40'52" W, 67.44 feet; thence N 64°01'33" W, 20.16 feet; thence N 58°13'24" W, 62.68 feet; thence N 61°48'19" W, 39.77 feet; thence N 29°13'56" E, 2.70 feet; thence N 1°02'34" W, 88.61 feet; thence N 33°52'42" W, 72.57 feet; thence N 59°27'12" W, 85.20 feet; thence N 0°57'55" E, 146.20 feet to the place of beginning. Said lands containing 5.9587 acres (259,659.77 square feet).

Condominium Plat of

SOMERS VILLAGE CENTRE

(Phase One)

Being a part of the NE1/4 of Section 16, T 2N, R 22E, in the Town of Somers, Kenosha County, Wisconsin.

Legal Description of Future Phases

Being a part of the Northeast 1/4 of the Northeast 1/4 of Section 16, Town 2 North, Range 22 East, in the Town of Somers, Kenosha County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said Northeast 1/4; thence S 1°47'16" E along the East line of said Northeast 1/4, 777.90 feet; thence N 89°33'20" W, 40.93 feet to the place of beginning of the lands to be described; thence S 1°47'16" E along the West line of C.T.H. "EA", 378.79 feet; thence N 89°54'30" W, 926.45 feet; thence N 1°43'44" W, 559.89 feet; thence S 81°43'07"E, 135.47 feet; thence S 3°00'39" E, 53.35 feet; thence S 81°45'04" E, 102.60 feet; thence S 50°36'42" E, 47.47 feet; thence N 58°09'19" E, 64.23 feet; thence S 46°37'05" E, 86.14 feet; thence S 75°24'59" E, 48.60 feet; thence N 81°21'26" E, 75.17 feet; thence N 61°14'38" E, 71.10 feet; thence S 62°46'05" E, 99.27 feet; thence S 69°25'52" E, 54.21 feet; thence S 83°30'45" E, 56.19 feet; thence S 89°33'20" E, 160.71 feet; thence N 1°47'16" W along the West line of C.T.H. "EA", 71.16 feet; thence N 63°25'10" W, 65.26 feet; thence N 87°47'45" W, 33.81 feet; thence S 66°14'11" W, 34.66 feet; thence S 54°45'51" W, 26.41 feet; thence N 85°40'52" W, 67.44 feet; thence N 64°01'33" W, 20.16 feet; thence N 58°13'24" W, 62.68 feet; thence N 61°48'19" W, 39.77 feet; thence N 29°13'56" E, 2.70 feet; thence N 1°02'34" W, 88.61 feet; thence N 33°52'42" W, 72.57 feet; thence N 59°27'12" W, 85.20 feet; thence N 0°57'55" E, 146.20 feet; thence S 89°54'30" E, 421.20 feet; thence S 1°47'16" E along the West line of C.T.H. "EA", 407.16 feet; thence continuing S 1°47'16" E along the West line of C.T.H. "EA", 71.16 feet to the place of beginning. Said lands containing 12.6284 acres (550,894.67 square feet)

NOTES:

1. Some limited common elements are indicated on Sheet 1 of 4 by cross hatch (see LEGEND). Those limited common elements are described below along with other limited common elements which could not be graphically shown in a feasible manner of Sheet 1 of 4 or the typical floor plans (Sheets 3 and 4 of 4).

   a. The garage attached to each unit, is reserved for the exclusive use of that unit (as shown on Sheet 3 of 4).

   b. The driveway in front of each unit is reserved for the exclusive use of that unit (as shown on Sheet 1 of 4).

   c. The sidewalk leading from the driveway in front of each unit to the entryway of the unit and the entryway itself are reserved for the exclusive use of that unit (not shown on Sheet 1 of 4).

Job. No. 86291

Sheet 2 of 4

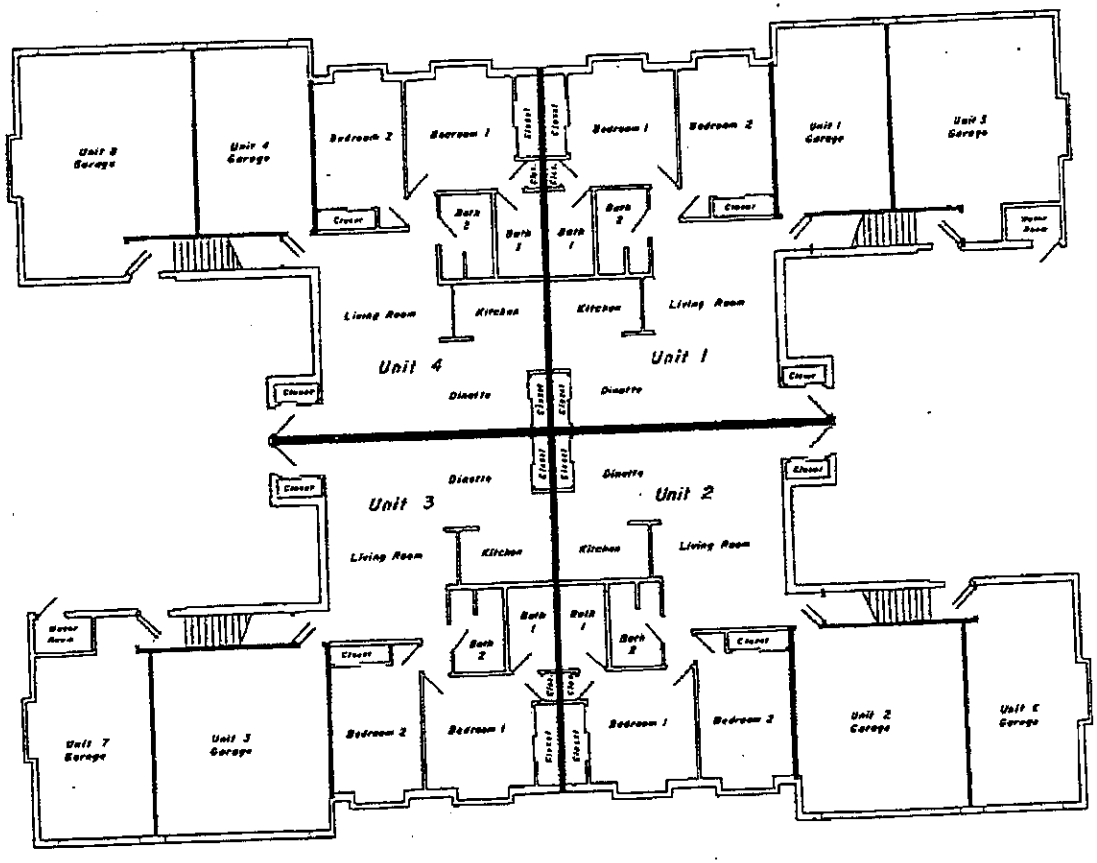
EXHIBIT Aiii

Condominium Plat of

SOMERS VILLAGE CENTRE

(Phase One)

Being a part of the NE 1/4 of Section 16, T 2 N, R 22 E, in the Town of Somers, Kenosha County, Wisconsin.



First Floor Plan

(Bldgs. 16, 17 & 18)

Scale: 1" = 10'

Job No. 86291

Sheet 3 of 4

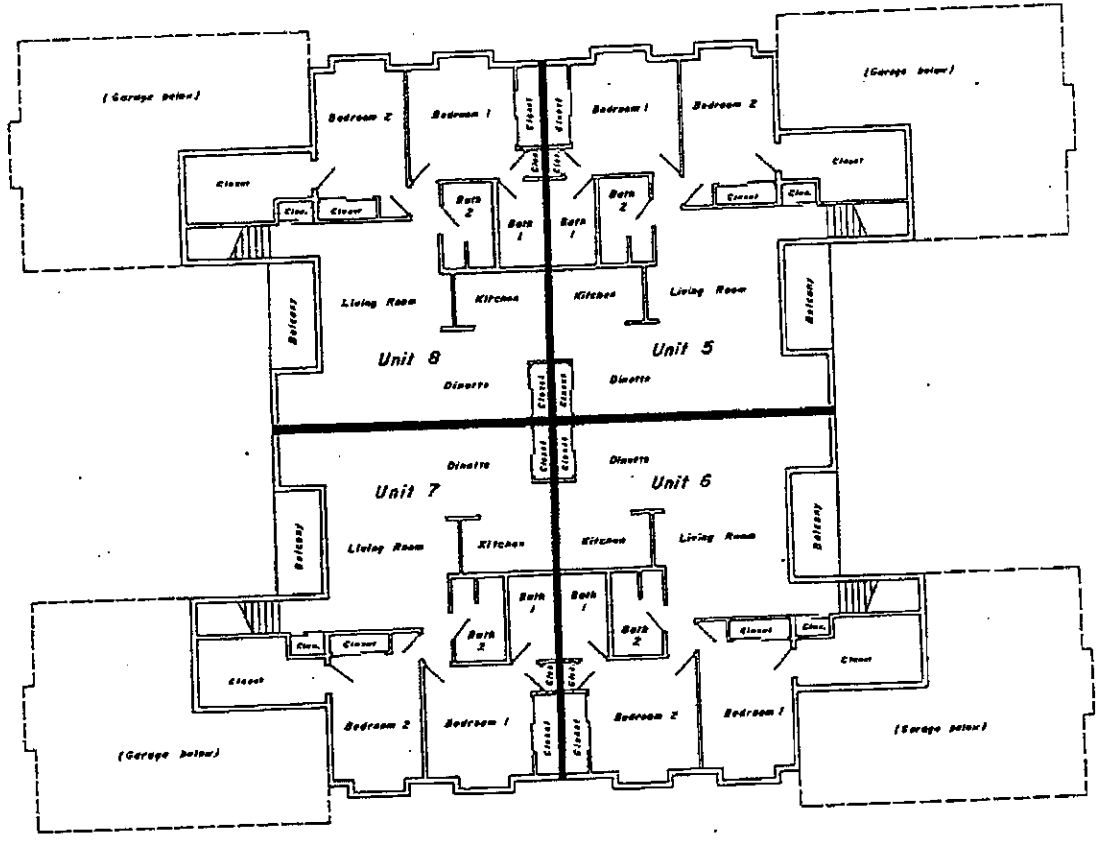
EXHIBIT Aiv

Condominium Plat of

SOMERS VILLAGE CENTRE

(Phase One)

Being a part of the NE 1/4 of Section 16, T2N, R22E, in the Town of Somers, Kenosha County, Wisconsin.



Second Floor Plan

(Bldgs. 16, 17 & 18)

Scale: 1" = 10'

Job No. 86291

Sheet 4 of 4

SOMERS VILLAGE CENTRE Legal Desciption

All that part of the Northeast 1/4 of Section 16, Town 2 North, Range 22 East, in the Town of Somers, Kenosha County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said Northeast 1/4; thence N 89°54'30" W along the North line of said Northeast 1/4, 451.71 feet to the place of beginning of the lands to be described; thence continuing N 89°54'30" W along said North line, 66.00 feet to a point; thence S 0°01'55" W, 299.23 feet to a point; thence N 89°54'30" W, 438.37 feet to a point; thence S 1°43'44" E, 857.02 feet to a point; thence S 89°54'30" E, 966.47 feet to a point on the East line of said Northeast 1/4; thence N 1°47'16" W along said East line, 857.05 feet to a point; thence N 89°54'30" W, 461.22 feet to a point; thence N 0°01'55" E, 299.23 feet to the place of beginning. Dedicating therefrom the North 50.00 feet and East 40.00 feet for public street purposes. Said lands containing 18.587 acres net (19.450 acres gross).

Exhibit B

AMENDMENT TO DECLARATION OF CONDOMINIUM

Document Number

Document Title

DOCUMENT NUMBER
1084230
AMEND DECLARATION CONDO
RECORDED
at Kenosha County, Kenosha, WI 53140
Louise I Principe, Register of Deeds
on 2/02/1998 at 9:26 AM
980004240 $20.00
SANF REGDEED2

Recording Area

Name and Return Address

Ambassador Title Corp.
1254 West Boulevard
Racine, WI. 53405

20-

Refer to attachment

Parcel Identification Number (PIN)

Units 1, 2, 3, 4, 5, 6, 7 and 8 in Building 16, Units 1, 2, 3, 4, 5, 6, 7 and 8 in Building 17, and Units 1, 2, 3, 4, 5, 6, 7 and 8 in Building 18 in Somers Village Centre Condominium, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for Somers Village Centre Condominium" dated the 12th day of September, 1996 and recorded the 27th day of September, 1996 in the office of the Register of Deeds for Kenosha County, Wisconsin as Document No. 1036916 and by a Condominium Plat therefor; #1036917, 1084228

Together with all appurtenant rights, title and interests, including (without limitation):

a) the undivided percentage interest in all Common Elements as specified for such Unit in the aforementioned Declaration;

b) the right to use of the areas and/or facilities, if any, specified in the aforementioned Declaration as Limited Common Elements for such Unit; and

c) membership in the Somers Village Centre Condominium Owners Association, Inc., (hereafter the "Owner's Association"), a Wisconsin Corporation, as provided for in the aforementioned Declaration and in any Articles of Incorporation and/or Bylaws for such Owner's Association.

Said land being in the Town of Somers, Kenosha County, Wisconsin.

This information must be completed by submitter: *document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and $2.00 to the recording fee. Wisconsin Statutes, 59.517.* WRDA 2/96

Tax Parcel Identification Numbers

BUILDING 16
Unit 1 - 80-4-222-161-1161
Unit 2 - 80-4-222-161-1162
Unit 3 - 80-4-222-161-1163
Unit 4 - 80-4-222-161-1164
Unit 5 - 80-4-222-161-1165
Unit 6 - 80-4-222-161-1166
Unit 7 - 80-4-222-161-1167
Unit 8 - 80-4-222-161-1168

BUILDING 17
Unit 1 - 80-4-222-161-1171
Unit 2 - 80-4-222-161-1172
Unit 3 - 80-4-222-161-1173
Unit 4 - 80-4-222-161-1174
Unit 5 - 80-4-222-161-1175
Unit 6 - 80-4-222-161-1176
Unit 7 - 80-4-222-161-1177
Unit 8 - 80-4-222-161-1178

BUILDING 18
Unit 1 - 80-4-222-161-1181
Unit 2 - 80-4-222-161-1182
Unit 3 - 80-4-222-161-1183
Unit 4 - 80-4-222-161-1184
Unit 5 - 80-4-222-161-1185
Unit 6 - 80-4-222-161-1186
Unit 7 - 80-4-222-161-1187
Unit 8 - 80-4-222-161-1188

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR SOMERS VILLAGE CENTRE CONDOMINIUM

The undersigned, being the Declarant for Somers Village Centre Condominium (the "Condominium") created pursuant to that certain Declaration of Condominium for Somers Village Centre Condominium, dated September 12, 1996 and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on September 27, 1996 as Document No. 1036916 ("Declaration"), acting pursuant to Section 12 of the Declaration, hereby amends the Declaration of Condominium to revise the floor plans for Buildings 16, 17 and 18 to conform the unit designations and locations on the recorded building floor plans to the unit designations and locations established by the original condominium plat map and the buildings "as-built". The Declaration is hereby amended as follows:

1) CHANGE OF UNIT DESIGNATION AND LOCATION / REPLACEMENT OF EXHIBITS TO DECLARATION

Exhibit A(iii) and Exhibit A(iv) which were attached to and incorporated by reference into the original Declaration are herewith deleted and replaced with Exhibit A(iii) and Exhibit A(iv) which are attached to this First Amendment and incorporated by reference herein. All references to the specified exhibits and the Unit designations and locations contained in the Declaration shall be deemed to refer to the exhibits, Unit designations and locations which are contained in this First Amendment. It is the intent of this amendment to revise the designation and location of the Units as specified in the floor plans to conform the same to the Unit designations and locations as specified on the original Condominium plat map.

2) CONTINUING EFFECT OF DECLARATION:

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

Executed this 23rd day of January, 1998.

KRC Development Corporation

By: _____
George M. Saracens Treasurer

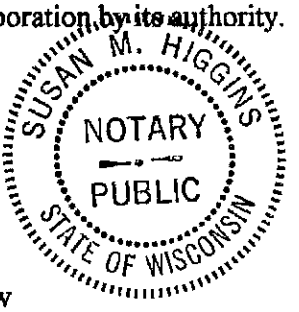
Att: _____
James Duerrwaechter Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this 23rd day of January, 1998, the above named George M. Saraceno and James Duerrwaechter, being respectively the Treasurer and Secretary of KRC Development Corporation, to me known to be the persons and officers who executed the foregoing instrument and acknowledged the same as an act of the corporation by its authority.

Susan M. Higgins

* Susan M. Higgins
Notary Public - State of Wisconsin
My commission expires: 4-11-99



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

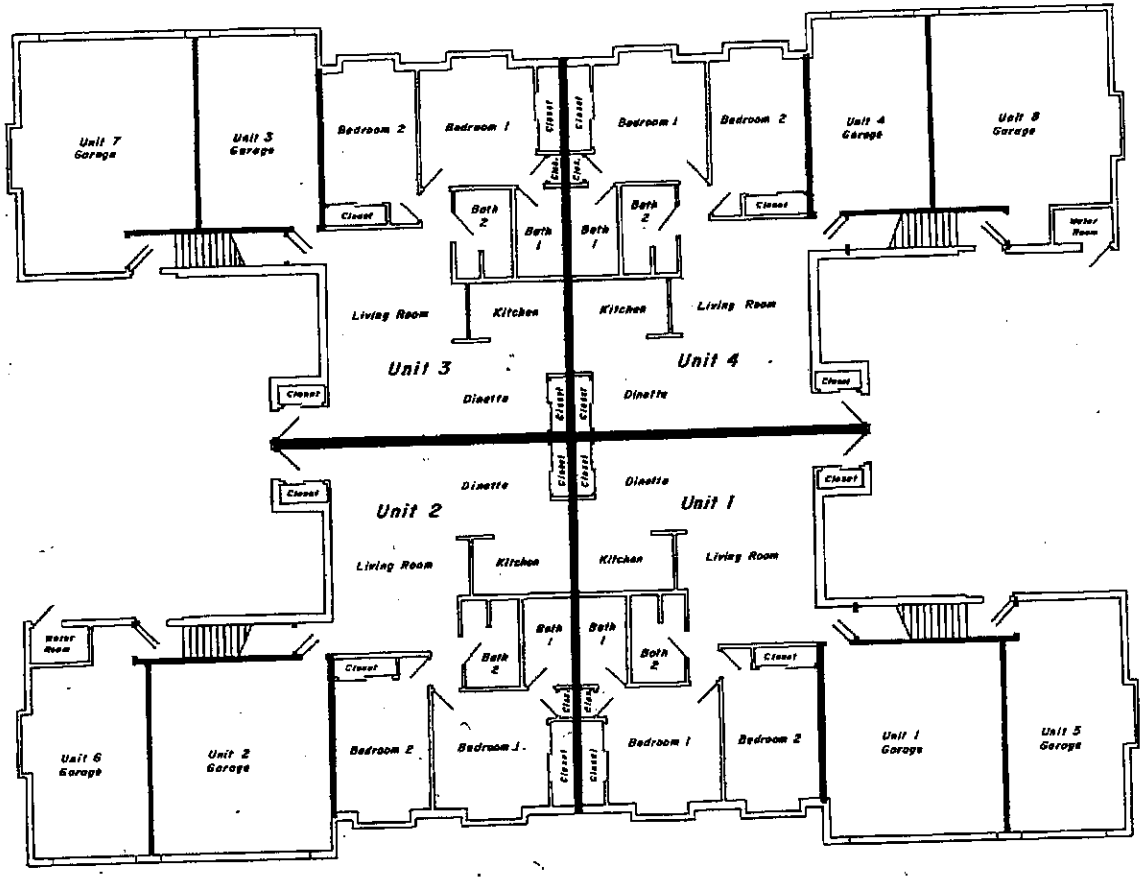
1st Amendment to

Condominium Plat of

SOMERS VILLAGE CENTRE

(Phase One)

Being a part of the NE 1/4 of Section 16, T2N, R22E, in the Town of Somers, Kenosha County, Wisconsin.



First Floor Plan

(Bldgs. 16, 17 & 18)

Scale: 1" = 10'

The intent of this amended sheet is to correct the unit numbers recorded on Sheet 3 of 4 of the original Condominium Plat of SOMERS VILLAGE CENTRE (Phase One).

Job No. 86291

Sheet 3 of 4

Exhibit Aiv

1st Amendment to

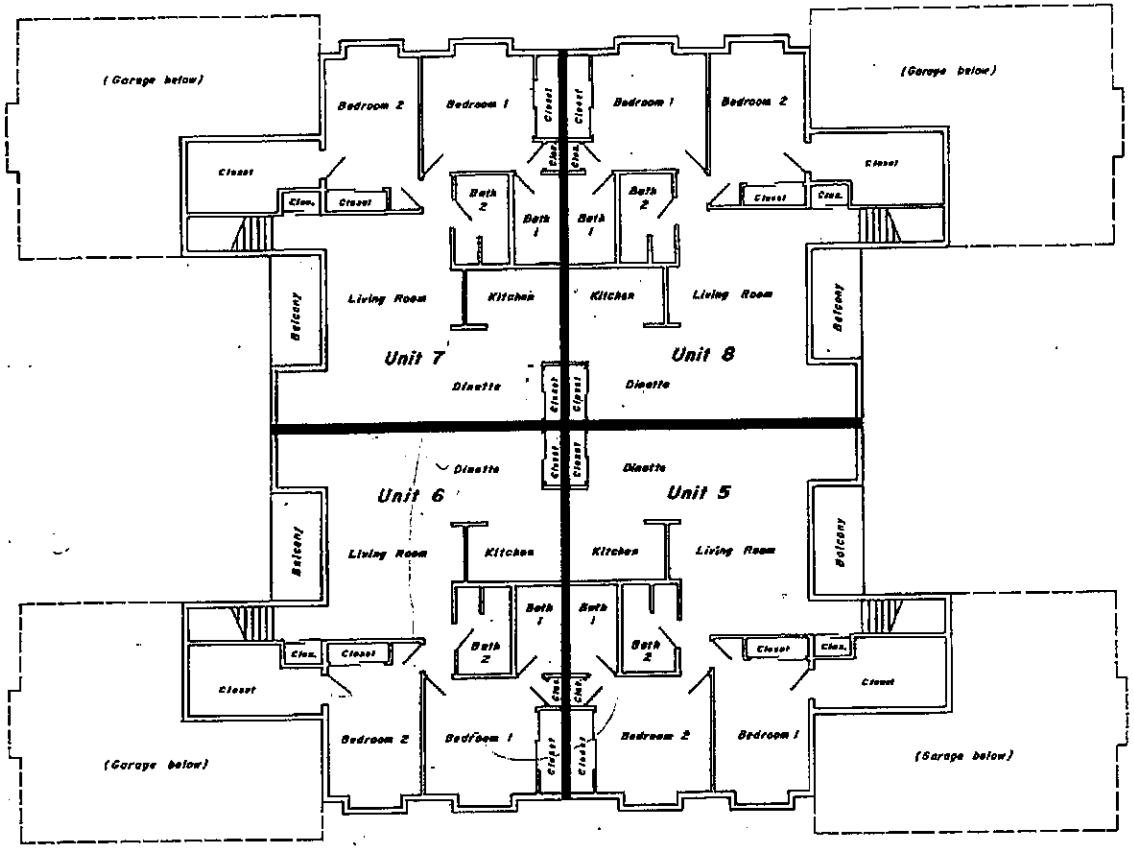
Condominium Plat of

SOMERS VILLAGE CENTRE

(Phase One)

Being a part of the NE 1/4 of Section 16, T2N, R22E, in the Town of Somers, Kenosha County, Wisconsin.

The intent of this amended sheet is to correct the unit numbers recorded on Sheet 4 of 4 of the original Condominium Plat of SOMERS VILLAGE CENTRE (Phase One).



Second Floor Plan

(Bldgs. 16, 17 & 18)

Scale: 1" = 10'

Job No. 86291

Sheet 4 of 4

Amendment To Declaration of Condominium

Document Number

Document Title

DOCUMENT NUMBER
1096847

AMEND DECLARATION CONDO
R E C O R D E D
at Kenosha County, Kenosha, WI 53140
Louise I Principe, Register of Deeds
on 5/13/1998 at 11:30 AM
980021801 $24.00
MAGI REGDEED2

Recording Area

Name and Return Address

Attorney John U. Schneider
1254 West Boulevard
Racine, WI. 53405

Pt. of: 80-4-222-161-0100

Parcel Identification Number (PIN)

This information must be completed by submitter: *document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and $2.00 to the recording fee. Wisconsin Statutes, 59.517.* WRDA 2/96

AMENDMENT TO DECLARATION OF CONDOMINIUM FOR SOMERS VILLAGE CENTRE CONDOMINIUM - PHASE TWO

The undersigned, being the Declarant for Somers Village Centre Condominium (the "Condominium") created pursuant to that certain Declaration of Condominium for Somers Village Centre Condominium, dated September 12, 1996 and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on September 27, 1996 as Document No. 1036916,* as amended by a First Amendment To Declaration of Condominium For Somers Village Centre Condominium (the "First Amendment"), dated January 23, 1998, recorded February 2, 1998, as Document No. 1084230, Kenosha County Records; which established Somers Village Centre Condominium ("Condominium"), herewith further amends the Declaration to add the real estate owned by the Declarant and described in Section 1 of this Phase Two Amendment to the Condominium and to subject the real estate to the Wisconsin Condominium Ownership Act ("Act"), pursuant to the provisions of Section 12(B) of the Declaration. The address of the condominium, after this Amendment, shall be 1260 Village Centre Drive, 1262 Village Centre Drive, 1264 Village Centre Drive, 1270 Village Centre Drive, 1272 Village Centre Drive; 1274 Village Centre Drive; 1276 Village Centre Drive; and 1282 Village Centre Drive, Kenosha, Wisconsin 53144.

* Plat recorded 9/27/96 as document no. 1036917

1. Description of Land

The land owned by the Declarant and added to the Condominium described in Section 1 of the Declaration is a part of the expansion area (future phase) described in Exhibit A(ii) attached to the Declaration. The portion of the expansion area being added to the Condominium by this Amendment is described as "Phase Two" in Exhibit A(ii) which is attached to this Amendment and incorporated by reference herein. The legal description of the Condominium after recordation of this Amendment is set forth in Exhibit B which is attached hereto.

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

Five additional 8 Unit buildings containing a total of 40 Units and designated as "Building 11", "Building 12", "Building 13". "Building 14" and "Building 15" are being constructed or will be constructed as shown on the plat of survey ("plat") attached to this Amendment as Exhibit A(i). The buildings and Units are as described in Sections 3 and 4 of the Declaration, but are located as shown on the plat attached to this Amendment. The construction and boundaries of the Units shall be as described in Sections 3 and 4 of the Declaration, as amended, and the floor plans which are attached to this Phase Two Amendment as Exhibit A(iii) and Exhibit A(iv). The location of the Units shall be as set forth on the plat attached to this Amendment as Exhibit A(i). The common elements and limited common elements are as described in Sections 5 and 6 of the Declaration, but are located as shown on the plat attached to this Amendment. Garages for each building are attached to the building and are connected to the Units located within the building. Each such attached garage shall be considered to be a part of the Unit to which it is attached. After recordation of this Amendment, the Condominium shall consist of 64 Units and attached garages located in 8 buildings.

3. Unit Value for Common Element Ownership and Voting

Section 7 of the Declaration is amended to provide that each Unit and its owner shall have a one-sixty-fourth (1/64) interest in common with all other Units and Unit owners in the common and limited common elements, and shall have one vote in matters relating to the Association.

4. Expansion Area - Future Phases

The legal description of the expansion area after recordation of this Phase Two Amendment is set forth in Exhibit A(ii) which is attached hereto and incorporated by reference herein.

5. Continuing Effect of Declaration

Except as amended by the First Amendment and this Phase Two Amendment, the Declaration remains in full force and effect.

Executed this 13th day of May, 1998.

KRC Development Corporation

By: _____
George M. Saraceno Treasurer

Att: _____
James Duerrwaechter Secretary

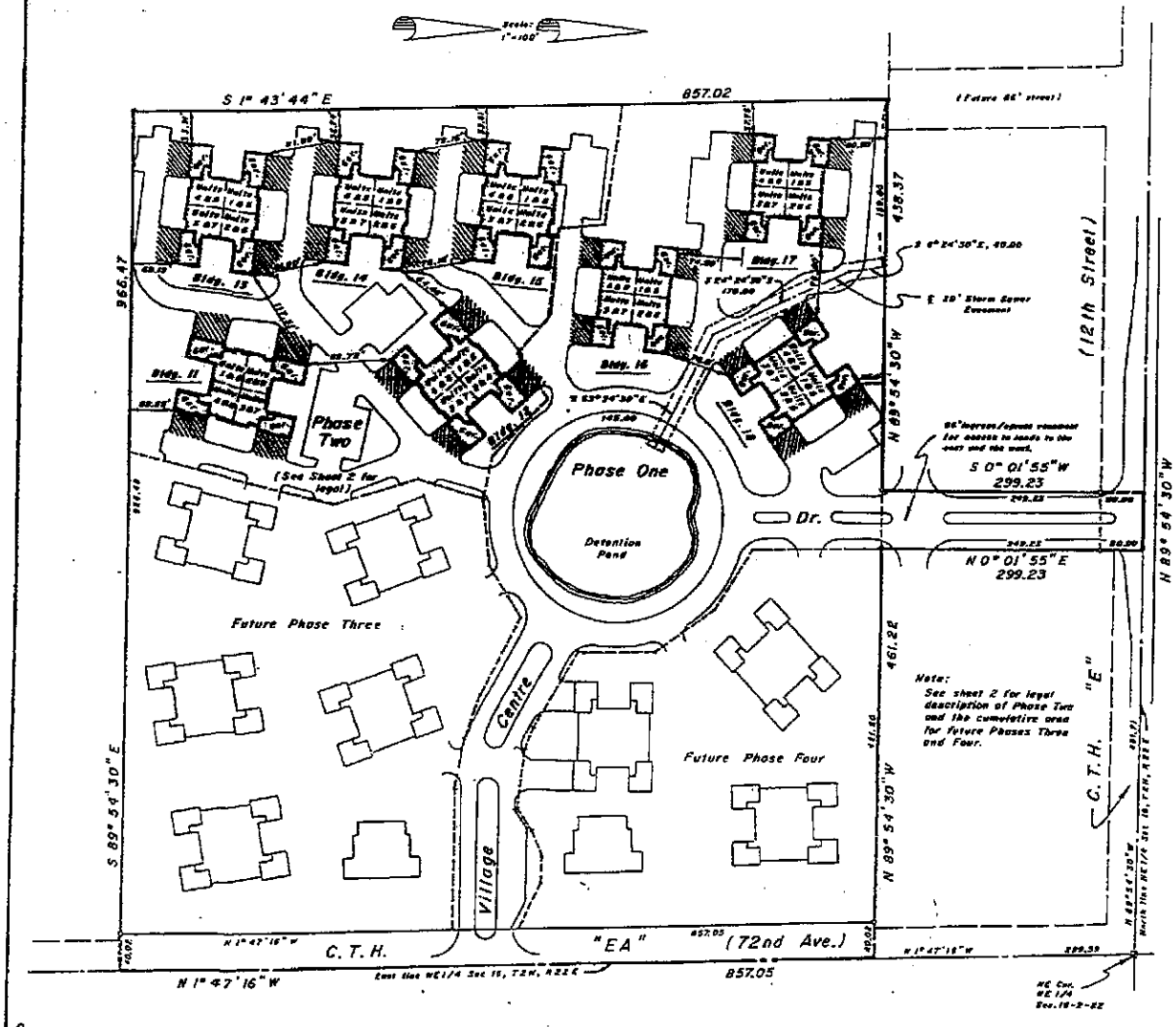
STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this 13th day of May, 1998, the above named George M. Saraceno and James Duerrwaechter, being respectively the Treasurer and Secretary of KRC Development Corporation, to me known to be the persons and officers who executed the foregoing instrument and acknowledged the same as an act of the corporation by its authority.

_____
Notary Public - State of Wisconsin
My commission expires: 4-11-99

SUSAN M. HIGGINS NOTARY PUBLIC STATE OF WISCONSIN

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



Condominium Plat of
SOMERS VILLAGE CENTRE
(Phase Two)

Being a part of the NE1/4 of Section 16, T 2 N, R 22 E, in the Town of Somers, Kenosha County, Wisconsin.

Unit Addresses

Bldg. 11 - 1282 Village Centre Dr. (Units 1-8)
Kenosha, WI 53144

Bldg. 12 - 1270 Village Centre Dr. (Units 1-8)
Kenosha, WI 53144

Bldg. 13 - 1276 Village Centre Dr. (Units 1-8)
Kenosha, WI 53144

Bldg. 14 - 1274 Village Centre Dr. (Units 1-8)
Kenosha, WI 53144

Bldg. 15 - 1272 Village Centre Dr. (Units 1-8)
Kenosha, WI 53144

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

SURVEYOR'S CERTIFICATE

I, Gerald E. Casey, a Registered Land Surveyor, do hereby certify that I have surveyed the property described on Sheet 2 of 4 of this condominium plat and that this survey is an accurate representation of the exterior boundary lines and the location of the proposed buildings on said property. This plat is a correct representation of Somers Village Centre, a condominium community (Phase Two) and the identification and location of each unit and the common elements can be determined from this plat.

5-26-98
Date

Gerald E. Casey, S-1329
Registered Land Surveyor

Prepared for:
KRC Development Corp., Inc.
5008 Green Bay Rd.
Kenosha, WI 53142

Prepared by:
Gerald E. Casey, R.L.S. - 1329
Metropolitan Survey Service, Inc.
9415 W. Forest Home Ave.
Hales Corners, WI 53130

Legend:
Denotes some Limited Common Elements (See note on Sheet 2 of 4)

Job No 86291

Sheet 1 of 4

EXHIBIT A(1)

Condominium Plat of

SOMERS VILLAGE CENTRE

(Phase Two)

Being a part of the NE 1/4 of Section 16, T 2 N, R 22 E, in the Town of Somers, Kenosha County, Wisconsin.

LEGAL DESCRIPTION OF SOMERS VILLAGE CENTRE PHASE TWO

All that part of the Northeast 1/4 of the Northeast 1/4 of Section 16, Town 2 North, Range 22 East, in the Town of Somers, Kenosha County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said Northeast 1/4; thence S 1°49'16" E along the East line of said Northeast 1/4, 1156.44 feet to a point; thence N 89°54'30" W, 589.84 feet to the place of beginning of the lands to be described; thence continuing N 89°54'30" W, 376.63 feet to a point; thence N 1°43'44" W, 559.09 feet to a point; thence S 81°43'07" E, 135.47 feet to a point; thence S 3°00'39" E, 53.35 feet to a point; thence S 81°45'04" E, 102.60 feet to a point; thence S 50°36'42" E, 47.47 feet to a point; thence N 58°09'19" E, 64.23 feet to a point; thence S 46°37'05" E, 86.14 feet to a point; thence S 75°24'59" E, 48.60 feet to a point; thence S 16°19'32" W, 68.23 feet to a point; thence S 17°32'46" E, 102.73 feet to a point; thence S 13°26'45" W, 247.65 feet to the place of beginning. Said lands containing 202,897 square feet (4.6579 acres).

LEGAL DESCRIPTION OF FUTURE PHASES TO SOMERS VILLAGE CENTRE

All that part of the Northeast 1/4 of the Northwest 1/4 of Section 16, Town 2 North, Range 22 East, in the Town of Somers, Kenosha County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said Northeast 1/4; thence S 1°47'16" E along the East line of said Northeast 1/4, 299.39 feet to a point; thence N 89°54'30" W, 40.02 feet to a point on the West line of 72nd Avenue (C.T.H. "EA"), said point being the place of beginning of the lands to be described; thence S 1°47'16" E along the West line of 72nd Avenue; 857.05 feet to a point; thence N 89°54'30" W, 549.82 feet to a point; thence N 13°26'45" E, 247.65 feet to a point; thence N 17°32'46" W, 102.73 feet to a point; thence N 16°19'32" E, 68.23 feet to a point; thence N 81°21'26" E, 75.17 feet to a point; thence N 61°14'38" E, 71.10 feet to a point; thence S 62°46'05" E, 99.27 feet to a point; thence S 69°25'52" E, 54.21 feet to a point; thence S 83°30'45" E, 56.19 feet to a point; thence S 89°33'20" E, 160.71 feet to a point on the West line of 72nd Avenue; thence N 1°47'16" W along said West line, 71.16 feet to a point; thence N 63°25'10" W, 65.26 feet to a point; thence N 87°47'45" W, 33.81 feet to a point; thence S 66°14'11" W, 34.66 feet to a point; thence S 54°45'51" W, 26.41 feet to a point; thence N 85°40'52" W, 67.44 feet to a point; thence N 64°01'33" W, 20.16 feet to a point; thence N 58°13'24" W, 62.68 feet to a point; thence N 61°48'19" W, 39.77 feet to a point; thence N 29°13'56" E, 2.70 feet to a point; thence N 3°02'34" W, 88.61 feet to a point; thence N 33°52'42" W, 72.57 feet to a point; thence N 59°27'12" W, 85.20 feet to a point; thence N 0°57'55" E, 146.20 feet to a point; thence S 89°54'30" W E, 421.20 feet to the place of beginning. Said lands containing 347,198 square feet (7.9705 acres).

NOTES:

Some limited common elements are indicated on Sheet 1 of 4 by cross hatch (see LEGEND). Those limited common elements are described below along with other limited common elements which could not be graphically shown in a feasible manner on Sheet 1 of 4 or the typical floor plans (Sheets 3 and 4 of 4).

a. The garage attached on to each unit is reserved for the exclusive use of that unit (as shown on Sheet 3 of 4).

b. The driveway in front of each unit is reserved for the exclusive use of that unit (as shown on Sheet 1 of 4).

c. The sidewalk leading from the driveway in front of each unit to the entryway of the unit and the entryway itself are reserved for the exclusive use of that unit (not shown on Sheet 1 of 4).

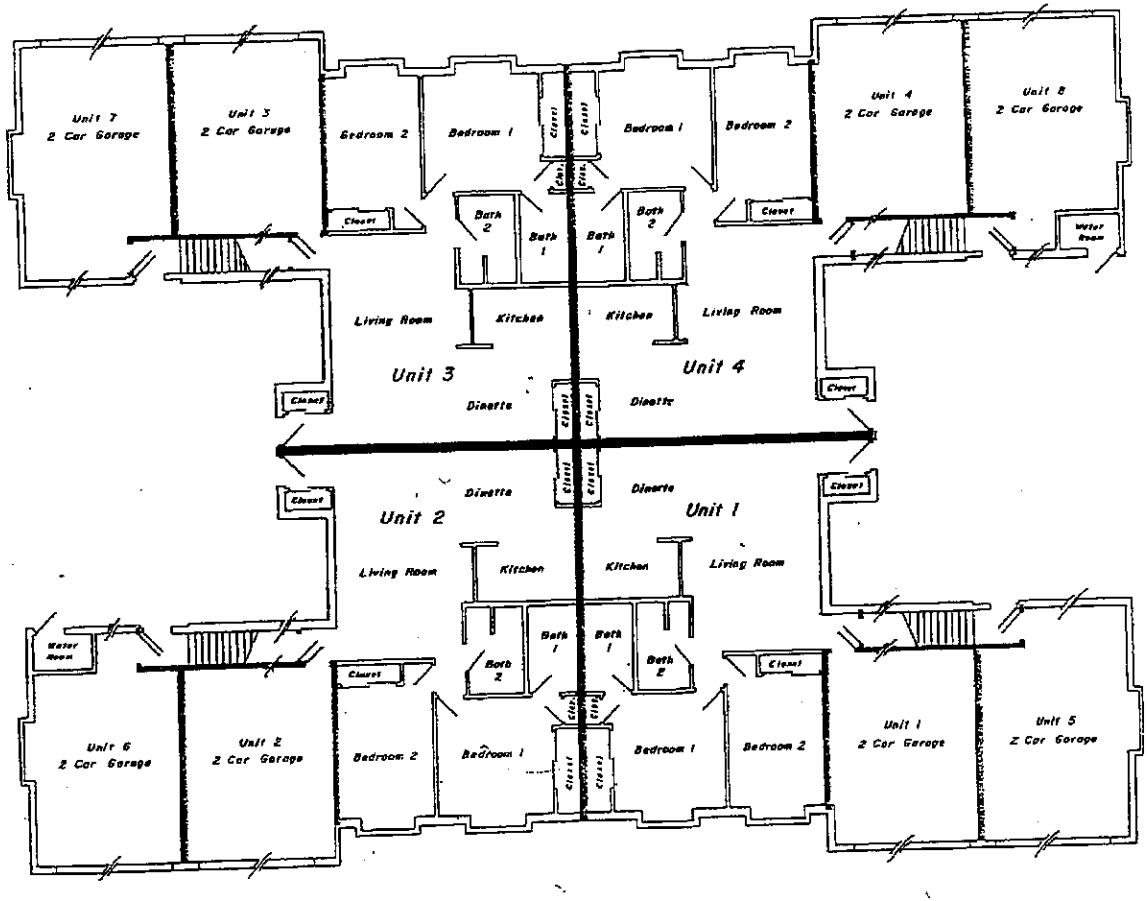
EXHIBIT A(ii)

Condominium Plat of

SOMERS VILLAGE CENTRE

(Phase Two)

Being a part of the NE 1/4 of Section 16, T 2 N, R 22 E, in the Town of Somers, Kenosha County, Wisconsin.



First Floor Plan

(Bldgs. 11, 12, 13, 14 & 15)

Scale: 1" = 10'

Job No. 86291

Sheet 3 of 4

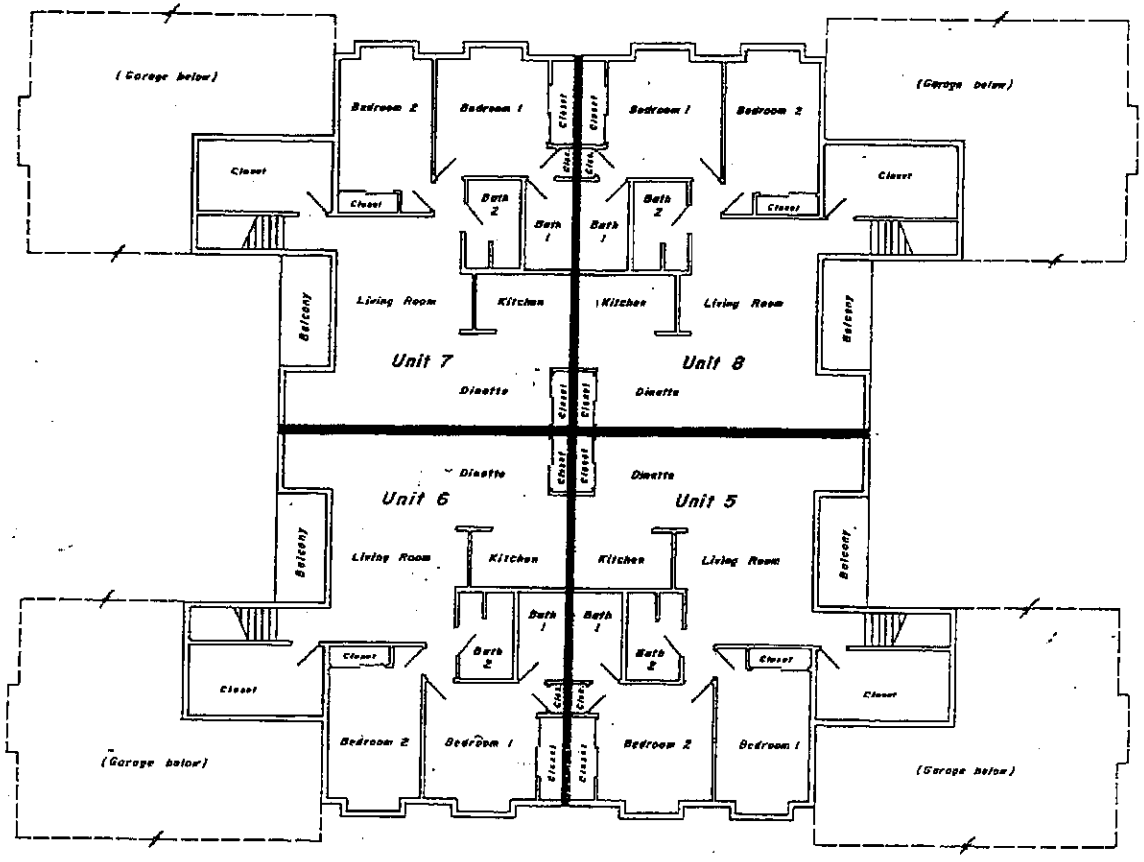
EXHIBIT A(iii)

Condominium Plat of

SOMERS VILLAGE CENTRE

(Phase Two)

Being a part of the NE 1/4 of Section 16, T2N, R22E, in the Town of Somers, Kenosha County, Wisconsin.



Second Floor Plan

(Bldgs. 11, 12, 13, 14 & 15)

Scale: 1" = 10'

Job No. 86291

Sheet 4 of 4

EXHIBIT A(iv)

EXHIBIT "B"

LEGAL DESCRIPTION - SOMERS VILLAGE CENTRE CONDOMINIUM

Part of the Northeast 1/4 of the Northeast 1/4 of Section 16, Town 2 North, Range 22 East, in the Town of Somers, Kenosha County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said Northeast 1/4, thence S 1°47'16"E along the East line of said Northeast 1/4, 299.39 feet; thence N 89°54'30" W 461.22 feet to the place of beginning of the lands to be described; thence N 0°01'55" E, 249.23 feet; thence N 89°54'30" W along the South line of C.T.H. "E", 66.00 feet, thence S 0°01'55" W, 249.23 feet; thence N 89°54'30" W, 438.37 feet; thence S 1°43'44" E, 297.93 feet; thence S 81°43'07" E, 135.47 feet; thence S 3°00'39" E, 53.35 feet; thence S 81°45'04" E, 102.60 feet; thence S 50°36'42" E, 47.47 feet; thence N 58°09'19" E, 64.23 feet; thence S 46°37'05" E, 86.14 feet; thence S 75°24'59" E, 48.60 feet; thence N 81°21'26" E, 75.17 feet; thence N 61°14'38" E, 71.10 feet; thence S 62°46'05" E, 99.27 feet; thence S 69°25'52" E, 54.21 feet; thence S 83°30'45" E. 56.19 feet; thence S 89°33'20" E, 160.71 feet; thence N 1°47'16" W along the West line of C.T.H. "EA", 71.16 feet; thence N 63°25'10" W, 65.26 feet; thence N 87°47'45" W, 33.81 feet; thence S 66°14'11" W, 34.66 feet; thence S 54°45'51" W, 26.41 feet; thence N 85°40'52" W, 67.44 feet; thence N 64°01'33" W, 20.16 feet; thence N 58°13'24" W, 62.68 feet; thence N 61°48'19" W, 39.77 feet; thence N 29°13'56" E 2.70 feet; thence N 3°02'34" W, 88.61 feet; thence N 33°52'42" W, 72.57 feet; thence N 59°27'12" W, 85.20 feet; thence N 0°57'55" E, 146.20 feet to the place of beginning.

ALSO:

All that part of the Northeast 1/4 of the Northeast 1/4 of Section 16, Town 2 North, Range 22 East, in the Town of Somers, Kenosha County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said Notheast 1/4; thence S 1°49'16" E along the East line of said Northeast 1/4, 1156.44 feet to a point; thence N 89°54'30" W, 589.84 feet to the place of beginning of the lands to be described: thence continuing N 89°54'30" W, 376.63 feet to a point; thence N 1°43'44" W, 559.09 feet to a point; thence S 81°43'07" E, 135.47 feet to a point; thence S 3°00'39" E, 53.35 feet to a point; thence S 81°45'04" E, 102.60 feet to a point; thence S 50°36'42" E, 47.47 feet to a point; thence N 58°09'19" E, 64.23 feet to a point; thence S 46°37'05" E, 86.14 feet to a point; thence S 75°24'59" E, 48.60 feet to a point; thence S 16°19'32" W, 68.23 feet to a point; thence S 17°32'46" E, 102.73 feet to a point; thence S 13°26'45" W, 247.65 feet to the place of beginning.

AMENDMENT TO DECLARATION OF CONDOMINIUM

Document Number | Document Title

DOCUMENT NUMBER
1134341
AMEND DECLARATION CONDO
RECORDED
at Kenosha County, Kenosha, WI 53140
Louise I Principe, Register of Deeds
on 2/24/1999 at 3:37 PM $30.00
990008045
SUEB RECEIPT2

30

Recording Area

Name and Return Address

Attorney John U. Schneider
1254 West Boulevard
Racine, WI. 53405

Pt. of
80-4-222-161-0107
80-4-222-161-0104

Parcel Identification Number (PIN)

This information must be completed by submitter: *document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and $2.00 to the recording fee. Wisconsin Statutes, 59.517.* WRDA 2/96

AMENDMENT TO DECLARATION OF CONDOMINIUM FOR SOMERS VILLAGE CENTRE CONDOMINIUM - PHASE THREE

The undersigned, being the Declarant for Somers Village Centre Condominium (the "Condominium") created by a Declaration of Condominium for Somers Village Centre Condominium, dated September 12, 1996 and recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on September 27, 1996 as Document No. 1036916, and a condominium plat recorded September 27, 1996 as Document No. 1036917; as amended by a First Amendment To Declaration of Condominium For Somers Village Centre Condominium (the "First Amendment"), dated January 23, 1998, recorded February 2, 1998, as Document No. 1084230, Kenosha County Records, as further amended by an Amendment To Declaration of Condominium For Somers Village Centre Condominium - Phase Two (the "Phase Two Amendment"), dated May 13, 1998, recorded May 13, 1998, as Document No. 1096847, Kenosha County Records; which established Somers Village Centre Condominium ("Condominium"), herewith further amends the Declaration to add the real estate owned by the Declarant and described in Section 1 of this Phase Three Amendment to the Condominium and to subject the real estate to the Wisconsin Condominium Ownership Act ("Act"), pursuant to the provisions of Section 12(B) of the Declaration. The address of the condominium, after this Amendment, shall be 1250 Village Centre Drive, 1252 Village Centre Drive, 1254 Village Centre Drive, 1256 Village Centre Drive, 1260 Village Centre Drive, 1262 Village Centre Drive, 1264 Village Centre Drive, 1270 Village Centre Drive, 1272 Village Centre Drive; 1274 Village Centre Drive; 1276 Village Centre Drive; 1280 Village Centre Drive, 1282 Village Centre Drive, and 1284 Village Centre Drive, Kenosha, Wisconsin 53144.

1. Description of Land

The land owned by the Declarant and added to the Condominium described in Section 1 of the Declaration is a part of the expansion area (future phase) described in Exhibit A(ii) attached to the original Declaration. The portion of the expansion area being added to the Condominium by this Amendment is described as "Phase Three" in Exhibit A(ii) which is attached to this Amendment and incorporated by reference herein. The legal description of the Condominium after recordation of this Amendment is set forth in Exhibit B which is attached hereto.

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

Five additional 8 Unit buildings containing a total of 40 Units, designated as "Building 1", "Building 2", "Building 3", "Building 9", and "Building 10"; and one additional 4 unit building containing a total of 4 units and designated as "Building 4" are being constructed or will be constructed as shown on the plat of survey ("plat") attached to this Amendment as Exhibit A(i). The buildings and Units are as described in Sections 3 and 4 of the Declaration, but are located as shown on the plat attached to this Amendment. The construction and boundaries of the Units shall be as described in Sections 3 and 4 of the Declaration, as amended, and the floor plans which are attached to this Phase Three Amendment as Exhibits A(iii), A(iv), and A(v). The location of the Units shall be as set forth on the plat attached to this Amendment as Exhibit A(i). The common elements and limited common elements are as described in Sections 5 and 6 of the Declaration, but are located as shown on the plat attached to this Amendment. Garages for each building are attached to the building and are connected to the Units located within the building. Each such attached garage shall be considered to be a part of the Unit to which it is attached. After recordation of this Amendment, the Condominium shall consist of 108 Units and attached garages located in 14 buildings.

3. Unit Value for Common Element Ownership and Voting

Section 7 of the Declaration is amended to provide that each Unit and its owner shall have a one-one hundred and eighth (1/108th) interest in common with all other Units and Unit owners in the common and limited common elements, and shall have one vote in matters relating to the Association.

4. Expansion Area - Future Phases

The legal description of the expansion area after recordation of this Phase Three Amendment is set forth in Exhibit A(ii) which is attached hereto and incorporated by reference herein.

5. Continuing Effect of Declaration

Except as amended by the First Amendment, the Phase Two Amendment, and this Phase Three Amendment, the Declaration remains in full force and effect.

Executed this 24th day of February, 1999.

KRC Development Corporation

By: George M. Saraceno
George M. Saraceno Treasurer

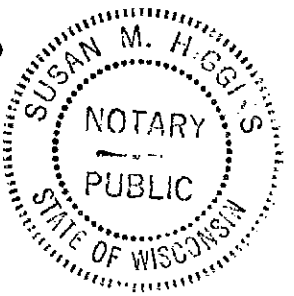
Att:
James Duerrwaechter Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me this 24th day of February, 1999, the above named George M. Saraceno and James Duerrwaechter, being respectively the Treasurer and Secretary of KRC Development Corporation, to me known to be the persons and officers who executed the foregoing instrument and acknowledged the same as an act of the corporation by its authority.

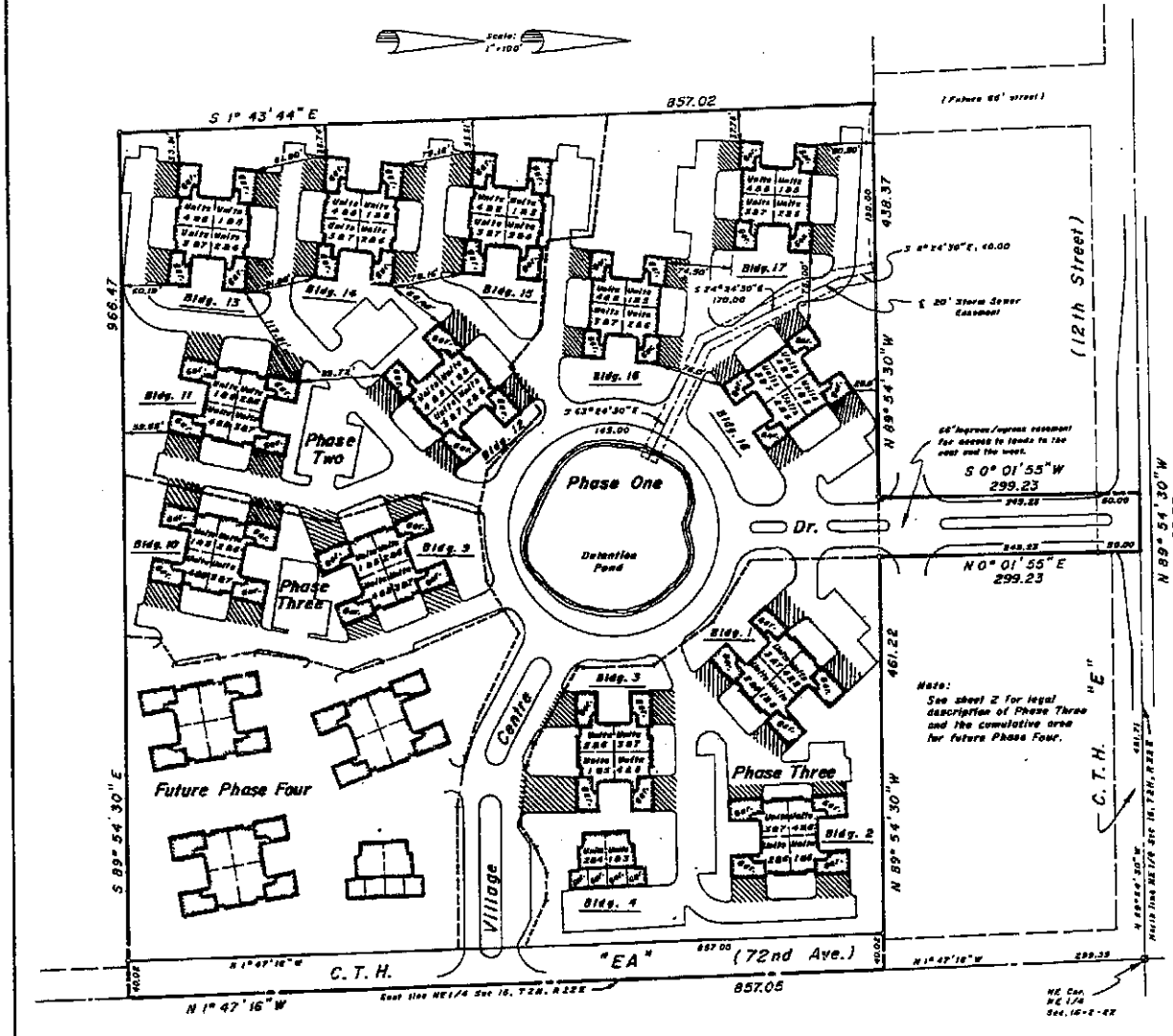
Susan M. Higgins

Notary Public - State of Wisconsin
My commission expires: 4-11-99



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

EXHIBIT A-1



Condominium Plat of
SOMERS VILLAGE CENTRE
(Phase Three)

Being a part of the NE1/4 of Section 16, T 2 N, R 22 E, in the Town of Somers, Kenosha County, Wisconsin.

Unit Addresses

Bldg. 1 - 1256 Village Centre Dr. (Units 1-8)
Kenosha, WI 53144

Bldg 2 - 1254 Village Centre Dr. (Units 1-8)
Kenosha, WI 53144

Bldg. 3 - 1252 Village Centre Dr. (Units 1-8)
Kenosha, WI 53144

Bldg. 4 - 1250 Village Centre Dr. (Units 1-4)
Kenosha, WI 53144

Bldg. 9 - 1280 Village Centre Dr. (Units 1-8)
Kenosha, WI 53144

Bldg. 10 - 1284 Village Centre Dr. (Units 1-8)
Kenosha, WI 53144

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

SURVEYOR'S CERTIFICATE

I, Gerald E. Casey, a Registered Land Surveyor, do hereby certify that I have surveyed the property described on Sheet 2 of 5 of this condominium plat and that this survey is an accurate representation of the exterior boundary lines and the location of the proposed buildings on said property. This plat is a correct representation of Somers Village Centre, a condominium community (Phase Three) and the identification and location of each unit and the common elements can be determined from this plat.

Oct. 28, 1998
Date

Gerald E. Casey, S-1329
Registered Land Surveyor

Prepared for:
KRC Development Corp., Inc.
5008 Green Bay Rd.
Kenosha, WI 53142

Prepared by:
Gerald E. Casey, R.L.S.-1329
Metropolitan Survey Service, Inc.
9415 W. Forest Home Ave.
Hales Corners, WI 53130

Legend:
Denotes some Limited Common Elements (See note on Sheet 2 of 5)

Job No 86291

Sheet 1 of 5

EXHIBIT A11

LEGAL DESCRIPTION OF SOMERS VILLAGE CENTRE (PHASE THREE)

All that part of the Northeast 1/4 of the Northeast 1/4 of Section 16, Town 2 North, Range 22 East, in the Town of Somers, Kenosha County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said Northeast 1/4; thence S 1°47'16" E along the East line of said Northeast 1/4, 299.39 feet to a point; thence N 89°54'30" W, 40.02 feet to a point on the West line of County Trunk Highway "EA" (72nd Avenue), said point being the place of beginning of the lands to be described; thence S 1°47'16" E along the West line of said County Trunk Highway "EA", 407.10 feet to a point; thence continuing S 1°47'16" E along said West line, 449.95 feet to a point; thence N 89°54'30" W, 373.35 feet to a point; thence continuing N 89°54'30" W, 176.47 feet to a point; thence N 13°26'45" E, 247.65 feet to a point; thence N 17°32'46" W, 102.73 feet to a point; thence N 16°19'32" E, 68.23 feet to a point; thence N 81°21'26" E, 75.17 feet to a point; thence N 61°14'38" E, 40.66 feet to a point; thence S 22°47'45" E, 117.45 feet to a point; thence S 17°38'20" E, 70.07 feet to a point; thence S 15°56'07" W, 58.92 feet to a point; thence S 8°48'52" W, 59.38 feet to a point; thence S 7°54'07" E, 36.77 feet to a point; thence S 10°49'59" E, 48.41 feet to a point; thence S 58°28'43" W, 36.77 feet to a point; thence S 4°51'41" W, 42.00 feet to a point; thence S 89°54'30" E, 373.35 feet to a point on the West line of County Trunk Highway "EA"; thence N 1°47'16" W along said West line, 449.95 feet to a point; thence N 63°25'10" W, 65.26 feet to a point; thence N 87°47'45" W, 33.81 feet to a point; thence S 66°14'11" W, 34.66 feet to a point; thence S 54°45'51" W, 26.41 feet to a point; thence N 85°40'52" W, 67.44 feet to a point; thence N 64°01'33" W, 20.16 feet to a point; thence N 58°13'24" W, 62.68 feet to a point; thence N 61°48'19" W, 39.77 feet to a pointt; thence N 29°13'56" E, 2.70 feet to a point; thence N 3°02'34" W, 88.61 feet to a point; thence N 33°52'42" W, 72.57 feet to a point; thence N 59°27'12" W, 85.20 feet to a point; thence N 0°57'55" E, 146.20 feet to a point; thence S 89°54'30" E, 421.20 feet to the place of beginning. Said lands containing 211,040 square feet (4.84 acres).

LEGAL DESCRIPTION OF FUTURE PHASE FOUR TO SOMERS VILLAGE CENTRE

All that part of the Northeast 1/4 of the Northeast 1/4 of Section 16, Town 2 North, Range 22 East, in the Town of Somers, Kenosha County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said Northeast 1/4; thence S 1°47'16" E along the East line of said Northeast 1/4, 299.39 feet to a point; thence N 89°54'30" W, 40.02 feet to a point on the West line of County Trunk Highway "EA" (72nd Street); thence S 1°47'16" E along said West line, 478.26 feet to the place of beginning of the lands to be described; thence continuing S 1°47'16" E along said West line, 378.79 feet to a point; thence N 89°54'30" W, 373.35 feet to a point; thence N 4°51'41" E, 42.00 feet to a point; thence N 58°28'43" E, 36.77 feet to a point; thence N 10°49'59" W, 48.41 feet to a point;; thence N 7°54'07" W, 36.77 feet to a point; thence N 8°48'52" E, 59.38 feet to a point; thence N 15°56'07" E, 58.92 feet to a point; thence N 17°38'20" W, 70.07 feet to a point; thence N 22°47'45" W, 117.45 feet to a point; thence N 61°14'38" E, 30.44 feet to a point; thence S 62°46'05" E, 99.27 feet to a point; thence S 69°25'52" E, 54.21 feet to a point; thence S 83°30'45" E, 56.19 feet to a point; thence S 89°33'20" E, 160.71 feet to the place of beginning. Said lands containing 136,160 square feet (3.13 acres).

Condominium Plat of

SOMERS VILLAGE CENTRE

(Phase Three)

Being a part of the NE 1/4 of Section 16, T 2 N, R 22 E, in the Town of Somers, Kenosha County, Wisconsin.

NOTES:

Some limited common elements are indicated on Sheet 1 of 5 by cross hatch (see LEGEND). Those limited common elements are described below along with other limited common elements which could not be graphically shown in a feasible manner on Sheet 1 of 5 or the typical floor plans (Sheets 3, 4 and 5 of 5).

a. The garage attached on to each unit is reserved for the exclusive use of that unit (as shown on Sheets 3 and 5 of 5).

b. The driveway in front of each unit is reserved for the exclusive use of that unit (as shown on Sheet 1 of 5).

c. The sidewalk leading from the driveway in front of each unit to the entryway of the unit and the entryway itself are reserved for the exclusive use of that unit (not shown on Sheet 1 of 5).

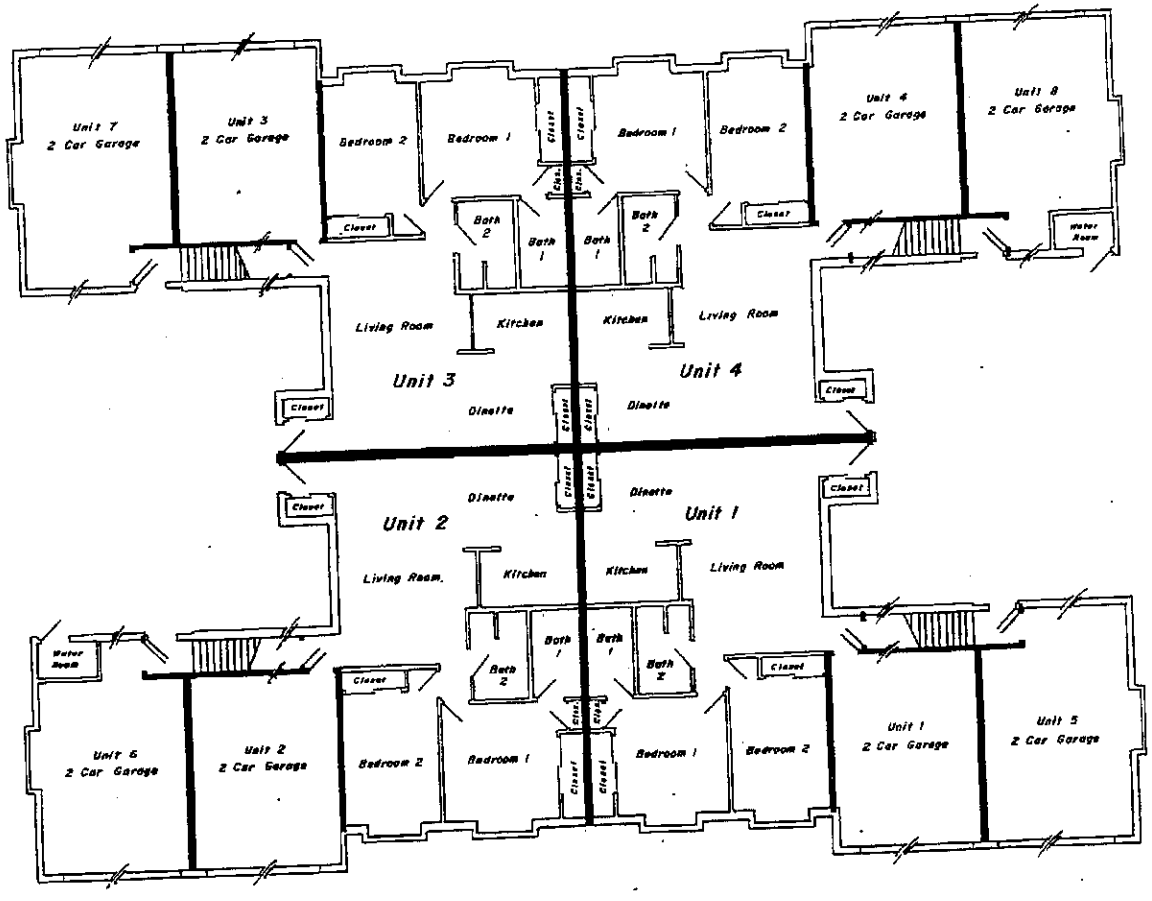
EXHIBIT A111

Condominium Plat of

SOMERS VILLAGE CENTRE

(Phase Three)

Being a part of the NE 1/4 of Section 16, T 2 N, R 22 E, in the Town of Somers, Kenosha County, Wisconsin.



First Floor Plan

(Bldgs. 1, 2, 3, 9 & 10)

Scale: 1" = 10'

Job No. 86291 Sheet 3 of 5

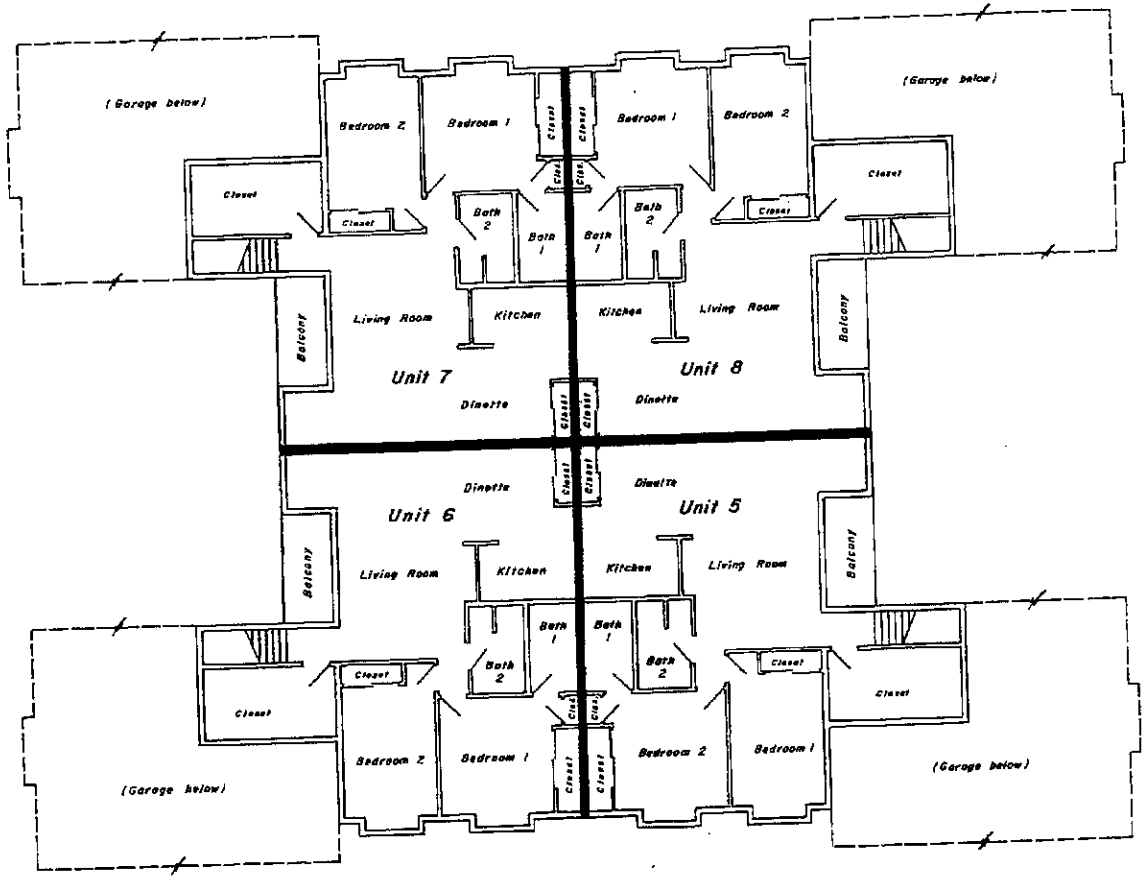
EXHIBIT A1v

Condominium Plat of

SOMERS VILLAGE CENTRE

(Phase Three)

Being a part of the NE 1/4 of Section 16, T 2 N, R 22 E, in the Town of Somers, Kenosha County, Wisconsin.



Second Floor Plan

(Bldgs. 1, 2, 3, 9 & 10)

Scale. 1" = 10'

Job No. 86291

Sheet 4 of 5

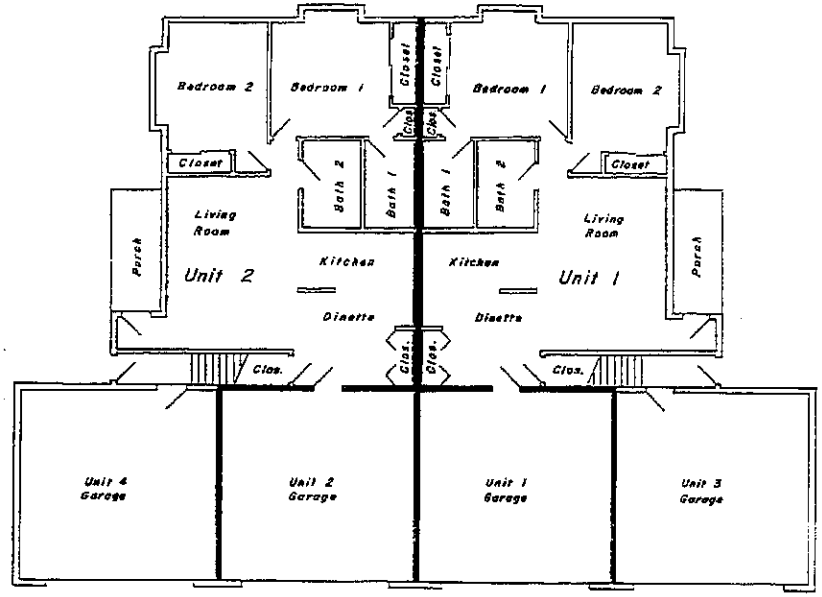
EXHIBIT Av

Condominium Plat of

SOMERS VILLAGE CENTRE

(Phase Three)

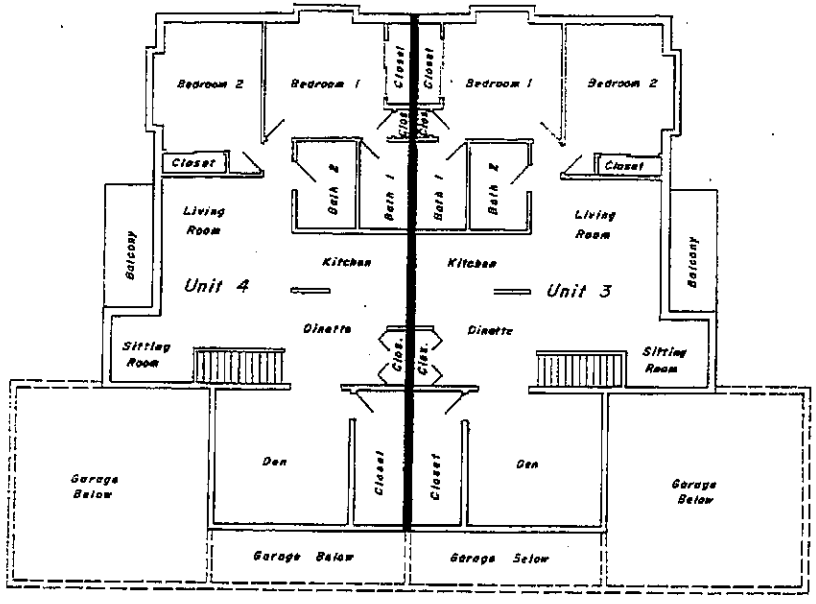
Being a part of the NE 1/4 of Section 16, T 2 N, R 22 E, in the Town of Somers, Kenosha County, Wisconsin.



First Floor Plan

(Bldg. 4)

Scale: 1" = 10'



Second Floor Plan

(Bldg. 4)

Scale: 1" = 10'

Job No. 86291 Sheet 5 of 5

EXHIBIT B

Being a part of the Northeast 1/4 of the Northeast 1/4 of Section 16, Town 2 North, Range 22 East, in the Town of Somers, Kenosha County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said Northeast 1/4; thence S 1°47'16" E along the East line of said Northeast 1/4, 299.39 feet; thence N 89°54'30" W, 461.22 feet to the place of beginning of the lands to be described; thence N 0°01'55" E, 249.23 feet; thence N 89°54'30" W along the South line of C.T.H. "E", 66.00 feet; thence S 0°01'55" W, 249.23 feet; thence N 89°54'30" W, 438.37 feet; thence S 1°43'44" E, 297.93 feet; thence S 81°43'07" E, 135.47 feet; thence S 3°00'39" E, 53.35 feet; thence S 81°45'04" E, 102.60 feet; thence S 50°36'42" E, 47.47 feet; thence N 58°09'19" E, 64.23 feet; thence S 46°37'05" E, 86.14 feet; thence S 75°24'59" E, 48.60 feet; thence N 81°21'26" E, 75.17 feet; thence N 61°14'38" E, 71.10 feet; thence S 62°46'05" E, 99.27 feet; thence S 69°25'52" E, 54.21 feet; thence S 83°30'45" E, 56.19 feet; thence S 89°33'20" E, 160.71 feet; thence N1°47'16" W along the West line of C.T.H. "EA", 71.16 feet; thence N 63°25'10" W, 65.26 feet; thence N 87°47'45" W, 33.81 feet; thence S 66°14'11" W, 34.66 feet; thence S 54°45'51" W, 26.41 feet; thence N 85°40'52" W, 67.44 feet; thence N 64°01'33" W, 20.16 feet; thence N 58°13'24" W, 62.68 feet; thence N 61°48'19" W, 39.77 feet; thence N 29°13'56" E, 2.70 feet; thence N 3°02'34" W, 88.61 feet; thence N 33°52'42" W, 72.57 feet; thence N 59°27'12" W, 85.20 feet; thence N 0°57'55" E, 146.20 feet to the place of beginning. Said lands containing 5.9587 acres (259,559.77 square feet).

Also

All that part of the Northeast 1/4 of the Northeast 1/4 of Section 16, Town 2 North, Range 22 East, in the Town of Somers, Kenosha County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said Northeast 1/4; thence S 1°49'16" E along the East line of said Northeast 1/4, 1156.44 feet to a point; thence N 89°54'30" W, 589.84 feet to the place of beginning of the lands to be described; thence continuing N 89°54'30" W, 376.63 feet to a point; thence N 1°43'44" W, 559.09 feet to a point; thence S 81°43'07" E, 135.47 feet to a point; thence S 3°00'39" E, 53.35 feet to a point; thence S 81°45'04" E, 102.60 feet to a point; thence S 50°36'42" E, 47.47 feet to a point; thence N 58°09'19" E, 64.23 feet to a point; thence S 46°37'05" E, 86.14 feet to a point; thence S 75°24'59" E, 48.60 feet to a point; thence S 16°19'32" W, 68.23 feet to a point; thence S 17°32'46" E, 102.73 feet to a point; thence S 13°26'45" W, 247.65 feet to the place of beginning. Said lands containing 202,897 square feet (4.6579 acres).

Also

All that part of the Northeast 1/4 of the Northeast 1/4 of Section 16, Town 2 North, Range 22 East, in the Town of Somers, Kenosha County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said Northeast 1/4; thence S 1°47'16" E along the East line of said Northeast 1/4, 299.39 feet to a point; thence N 89°54'30" W, 40.02 feet to a point on the West line of County Trunk Highway "EA" (72nd Avenue), said point being the place of beginning of the lands to be described; thence S 1°47'16" E along the West line of said County Trunk Highway "EA", 407.10 feet to a point; thence continuing S 1°47'16" E along said West line, 449.95 feet to a point; thence N 89°54'30" W, 373.35 feet to a point; thence continuing N 89°54'30" W, 176.47 feet to a point; thence N 13°26'45" E, 247.65 feet to a point; thence N 17°32'46" W, 102.73 feet to a point; thence N 16°19'32" E, 68.23 feet to a point; thence N 81°21'26" E, 75.17 feet to a point; thence N 61°14'38" E, 40.66 feet to a point; thence S 22°47'45" E, 117.45 feet to a point; thence S 17°38'20" E, 70.07 feet to a point; thence S 15°56'07" W, 58.92 feet to a point; thence S 8°48'52" W, 59.38 feet to a point; thence S 7°54'07" E, 36.77 feet to a point; thence S 10°49'59" E, 48.41 feet to a point; thence S 58°28'43" W, 36.77 feet to a point; thence S 4°51'41" W, 42.00 feet to a point; thence S 89°54'30" E, 373.35 feet to a point on the West line of County Trunk Highway "EA"; thence N 1°47'16" W along said West line, 449.95 feet to a point; thence N 63°25'10" W, 65.26 feet to a point; thence N 87°47'45" W, 33.81 feet to a point; thence S 66°14'11" W, 34.66 feet to a point; thence S 54°45'51" W, 26.41 feet to a point; thence N 85°40'52" W, 67.44 feet to a point; thence N 64°01'33" W, 20.16 feet to a point; thence N 58°13'24" W, 62.68 feet to a point; thence N 61°48'19" W, 39.77 feet to a point; thence N 29°13'56" E, 2.70 feet to a point; thence N 3°02'34" W, 88.61 feet to a point; thence N 33°52'42" W, 72.57 feet to a point; thence N 59°27'12" W, 85.20 feet to a point; thence N 0°57'55" E, 146.20 feet to a point; thence S 89°54'30" E, 421.20 feet to the place of beginning. Said lands containing 211,040 square feet (4.84 acres).