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**DECLARATION OF
CONDOMINIUM**

DOC # 1983542

Recorded

JULY 19, 2004 AT 12:25PM

Document Number

Title of Document



Re: Summerset Village Condominium

MARK LADD
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$51.00



57-

Record this document with the Register of Deeds

Name and Return Address:
Attorney John U. Schneider
1254 West Boulevard
Racine, Wisconsin 53405

Refer to attached exhibit

(Parcel Identification Number)

**DECLARATION OF CONDOMINIUM
FOR
SUMMERSET VILLAGE CONDOMINIUM**

Summerset Village, LLC, a Wisconsin limited liability company, ("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 Summerset Village Condominium ("Condominium"). The address of the Condominium is set forth in Exhibit A which is attached hereto and incorporated by reference herein.

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 in the Village of Mt. Pleasant, Racine County, Wisconsin, and is more particularly described in Exhibit B attached to this Declaration.

2. DEFINITIONS

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

A. "Association" shall mean Summerset Village 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 Summerset Village, LLC, 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 other facilities and improvements as defined in this Declaration, all 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. 15 buildings each containing 4 Units with attached garage spaces will be constructed as shown on the plat of survey attached to this Declaration as Exhibit C.

B. The buildings will contain Units which may be of two different types and which shall include the garage spaces attached thereto. Of the Units, Lower Units are two bedroom, two bathroom Units which contain approximately 1179 square feet of living space and which include a two car attached garage; Upper Units are two bedroom, two bathroom Units which contain approximately 1558 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 Exhibit D. 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 the building. The horizontal and vertical boundaries set forth in Section 4 of this Declaration shall be applied separately to each level of the building. The buildings which include the Units will be constructed principally of concrete foundations and concrete footings, wood frames, vinyl, aluminum or other low maintenance exteriors and wood and concrete floors. The roof is asphalt shingle. Each Unit is connected to the municipal water and sewer system. Each Unit has an individual hot water heater and individual heating and air conditioning systems. The Units will contain a fireplace. All utilities for each Unit will be separately metered, except for municipal water and sewer service which is provided by the Association.

4. DESCRIPTION OF UNITS

A. The Condominium shall consist of 60 residential Units which include spaces in attached garages, all contained in 15 buildings. Each 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, 1020 West Boulevard, Racine, Wisconsin, 53405.

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

(1) Horizontal Boundaries:

(a) The upper horizontal boundaries for each Unit, all attached garage spaces, and all stairways, shall be the plane of the undecorated finished drywall ceiling and extended to an intersection with the vertical boundaries;

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

(2) Vertical Boundaries:

(a) The vertical boundaries for each Unit, all attached garage spaces, and all stairways shall be the plane of the undecorated finished drywall on the interior of the perimeter walls, 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, but shall not include the drywall or subfloor. Windows, including glass, moldings, window frames and doors (including all glass in doors, but excepting the exterior surface of the garage door), and exterior courtesy lighting, are included as part of a Unit. The fireplace and chimney flue piping, if any, shall be part of the Unit.

D. All components of the heating and air conditioning systems (including exterior condenser); the water heater; components and wiring of intercom or doorbell systems; 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 plumbing fixtures shall be maintained by the Unit Owner making use of such fixtures, and each Unit Owner shall be responsible for removal of blockages in the sewer pipes which attach that owner's Unit to the common sewer main.

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.

F. A limited easement is herewith reserved for each Unit Owner to allow decoration of the perimeter boundaries of the each Unit and the attachment of fasteners thereto. Each Unit Owner shall have the right to paint or otherwise finish the interior walls, ceilings and floors of his Unit and to attach fasteners thereto which encroach into the common elements. No modification of a Unit or the adjacent common elements shall be permitted if the same shall affect the structural integrity of

the building or interfere with the rights of other Unit Owners. Further, each Unit Owner making modifications to his Unit shall be liable for any damage to the common elements which results from such modification.

5. DESCRIPTION OF COMMON ELEMENTS

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

- A. Land within the Condominium;
- B. The exterior face of the garage door and all structural components of the buildings, including walls, ceilings and floors other than those components which are specifically included in each Unit by this Declaration;
- C. All components of plumbing, electrical, telephonic and cable television systems located within the common elements, other than those components which are specifically included in each Unit by this Declaration or which service only a single Unit.
- D. Roadways within the Condominium, parking areas, fences, site signage, sidewalks and driveways, other than those portions which are reserved to the Units as limited common elements,
- E. All components of the water and/or electrical systems serving the common areas;
- F. All components of the fire alarm system;
- G. 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 porches and/or decks which are adjacent to each Unit as indicated on the drawings attached to this Declaration as exhibits, are limited common elements and are permanently assigned to, and limited to the use of the Units to which they are attached ("limited common elements").

7. UNIT VALUE: COMMON ELEMENT OWNERSHIP AND VOTING

Each Unit and its owner shall have a 1/60 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 building containing the Units is 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"). Each garage is considered to be a part of the Unit to which it is attached. No garage may be transferred or otherwise conveyed unless the transfer or conveyance involves the transfer or conveyance of the Unit to which the garage is attached.

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 Summerset Village, LLC, a Wisconsin limited liability company. Service of process shall be made upon the Declarant at 1020 West Boulevard, Racine, Wisconsin 53405 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 Village of Mt. Pleasant, 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. Provided, that until such time as the Declarant has no further interest in the Condominium, the Declaration may not be amended without the consent of the Declarant.

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 may acquire certain land ("Expansion Area") described as the "Expansion Area" in Exhibit Cii which is attached to this Declaration. Declarant intends to construct 60 Units in 15 residential buildings in the first phase of the project ("Phase 1") on the lands described in Exhibit B attached to the Declaration. Declarant

presently intends to construct 104 additional Units in 26 residential buildings upon the lands included in the Expansion Area in one or more stages. 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 C. 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 104 and the total number of all Units in the condominium does not exceed 164. 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 1 and in future phases. 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, and common elements, 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 (1) divided by the total number of Units in the Condominium after completion of the Units located in that 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:

- (1) 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 expansion 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. 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 Racine County, Wisconsin.

16. 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. Any Unit Owner renting or leasing a Unit shall comply with the requirements of the Act.

17. SATELLITE DISHES

Satellite dishes and similar technology for the reception of television and other signals shall only be placed in and upon the common elements at locations to be determined by the Board of Directors. Satellite dishes shall be no larger than two feet (2') in diameter, unless specifically approved by the Association acting through its Board of Directors. All satellite dishes or similar receiving devices shall be located at the rear of the structure; and shall not be visible from the front street line. A satellite dish or similar receiving device which serves a single unit shall be located on the common elements directly adjacent to that Unit. Any Unit Owner who causes any such technology to be installed or maintained in or upon the common elements shall be liable for all damage to person or property by reason of such installation, and that Unit Owner shall be further liable for all costs related to the restoration of the common elements at such time as the technology is removed. In the event that a Unit Owner desires to sell a Unit which includes technology described in this Section 17, that Unit Owner shall either provide the Board of Directors with the purchaser's written acknowledgment of the provisions of this section or remove the technology from the common elements prior to conveyance of the Unit to the purchaser.

18. ACCESS TO UNITS

By acceptance of a deed to a Unit, each Unit Owner grants a right of access to the Unit to the manager, the managing agent and any other person authorized by the Board of Directors, the manager or the managing agent to make inspections, to correct any condition originating in the Unit

and threatening another Unit or the common or limited common elements; to install, alter or repair mechanical or electrical services or other common or limited common elements in the Unit or elsewhere in the building. Requests for entry shall be made in advance, and entry shall be scheduled for a time reasonably convenient to the Unit Owner. Provided, in case of an emergency, the right of entry shall be immediate, whether the Unit Owner is present at the time or not.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal on this 12th day of July 2004.

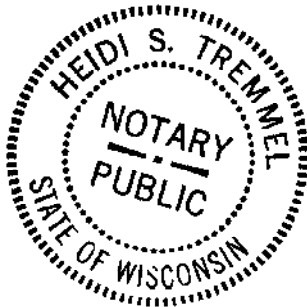
SUMMERSET VILLAGE, LLC

Raymond C. Leffler
Raymond C. Leffler

STATE OF WISCONSIN)
) ss.
COUNTY OF RACINE)

Personally came before me this 12th day of July, 2004, the above named Raymond C. Leffler, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Heidi Stremmel
* Heidi Stremmel
Notary Public - State of Wisconsin
My commission expires: 4-12-06



SEAL

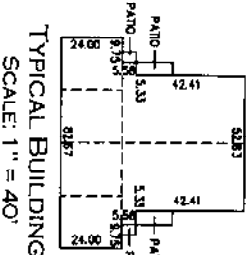
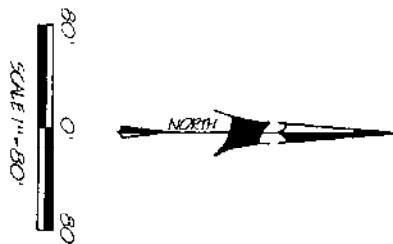
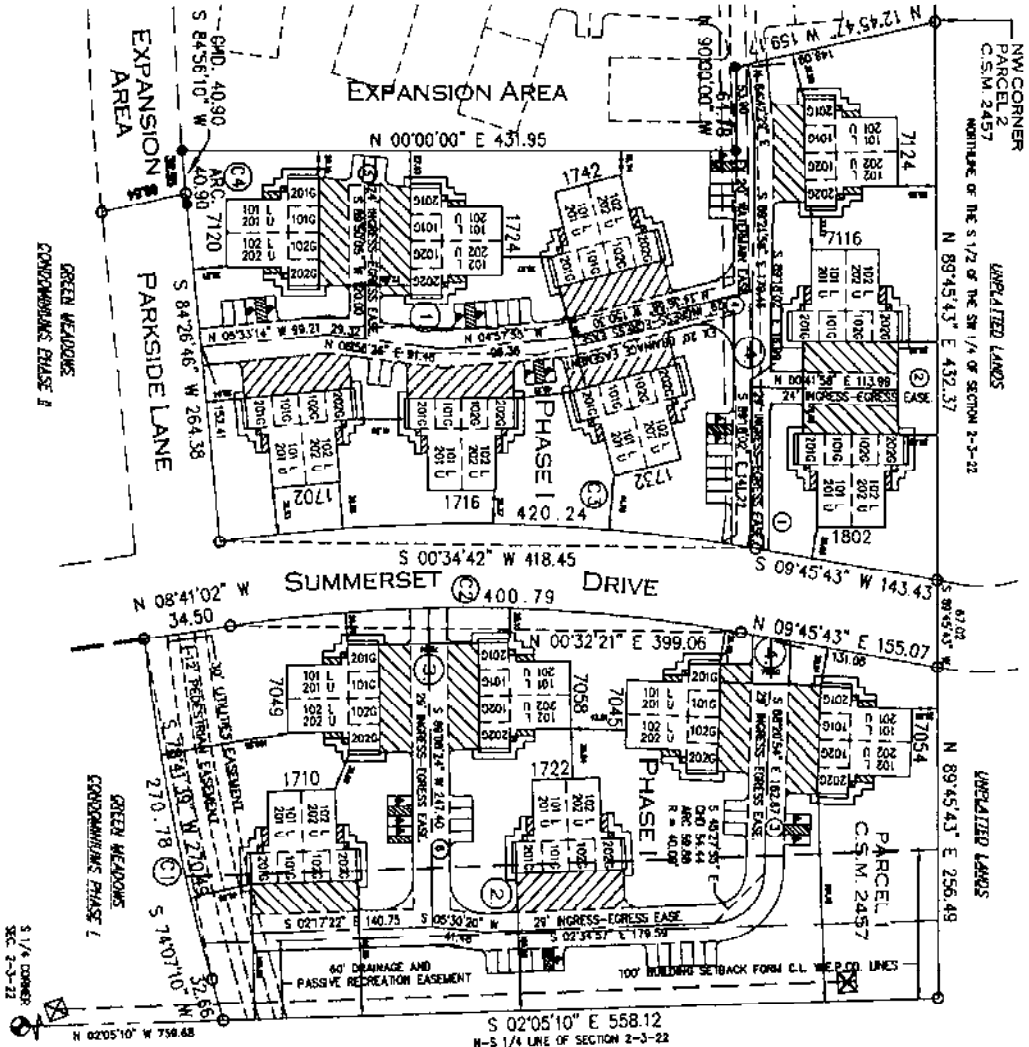
EXHIBIT A
ADDRESSES

1710	Gorton Lane, Racine, Wisconsin 53406	(101, 102, 201, 202)
1722	Gorton Lane, Racine, Wisconsin 53406	(101, 102, 201, 202)
7049	Fairfield Court, Racine, Wisconsin 53406	(101, 102, 201, 202)
7058	Fairfield Court, Racine, Wisconsin 53406	(101, 102, 201, 202)
7045	Parkstone Terrace, Racine, Wisconsin 53406	(101, 102, 201, 202)
7054	Parkstone Terrace, Racine, Wisconsin 53406	(101, 102, 201, 202)
1802	Summerset Drive, Racine, Wisconsin 53406	(101, 102, 201, 202)
7116	Parkstone Terrace, Racine, Wisconsin 53406	(101, 102, 201, 202)
7124	Parkstone Terrace, Racine, Wisconsin 53406	(101, 102, 201, 202)
1732	Summerset Drive, Racine, Wisconsin 53406	(101, 102, 201, 202)
1716	Summerset Drive, Racine, Wisconsin 53406	(101, 102, 201, 202)
1702	Summerset Drive, Racine, Wisconsin 53406	(101, 102, 201, 202)
7120	Parkstone Lane, Racine, Wisconsin 53406	(101, 102, 201, 202)
1724	Summerfield Way, Racine, Wisconsin 53406	(101, 102, 201, 202)
1742	Summerfield Way, Racine, Wisconsin 53406	(101, 102, 201, 202)

EXHIBIT B

LEGAL DESCRIPTION - SUMMERSET VILLAGE CONDOMINIUM

Parcel 1 of Certified Survey Map 2457 as recorded in Volume 7 of Certified Survey Maps on pages 634 - 637 as document number 1868475 in the Office of Register of Deeds for Racine County and being in the Southwest ¼ of Section 2, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, TOGETHER WITH That part of Lot 2 and Lot 3 of Certified Survey Map 2457 as recorded in Volume 7 of Certified Survey Maps on pages 634 - 637 as document number 1868475 in the Office of Register of Deeds for Racine County and being in the Southwest ¼ of Section 2, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin described as follows: Begin at the Northeast corner of Lot 2 of said Certified Survey Map; run thence S09°45'43"W 143.43 feet along the West line of SummerSet Drive to the point of curvature of a curve of Westerly convexity whose radius is 1310.96 feet and whose chord bears S00°34'42"W 418.45 feet; thence Southerly 420.24 feet along the arc of said curve to the North line of Independence Road; thence S84°26'46"W 264.38 feet along said North line to the point of curvature of a curve of Southerly convexity whose radius is 2391.03 feet and whose chord bears S84°56'10"W 40.90 feet; thence Westerly 40.90 feet along the North line of said road and arc of said curve; thence N00°00'00"E 431.95 feet; thence N90°00'00"W 64.78 feet; thence N12°45'47"W 159.17 feet to the Northwest corner of Lot 2 of said Certified Survey Map 2457; thence N89°45'43"E 432.37 feet along the North line of said Certified Survey Map to the point of beginning. Containing 8.328 acres.



CURVE TABLE

NO.	DELTA	RADIUS	ARC	TANGENT	CHORD BEARING	CHORD
C1	90°08'58"	1685.89	270.78	135.69	S 78°41'33" W	270.49
C2	18°28'43"	1244.96	400.79	202.14	N 00°32'21" E	359.06
C3	18°22'01"	1310.96	420.24	211.94	S 00°54'42" W	418.45
C4	00°58'49"	2391.03	40.90	20.45	S 84°58'10" W	40.90

ROAD NAMES

- SUMMERFIELD WAY
- GORTON LANE
- FAIRFIELD COURT
- PARKSTONE TERRACE

BEARING BASE: GRID NORTH, WISCONSIN
 COMPANIMATE SYSTEM, SOUTH ZONE
 ALL ELEVATIONS REFER TO NATIONAL
 GEODETIC DATUM OF 1929.

LEGEND

- SET 1" IRON PIPE
- = RISK STAKE FOUND
- = P.K. NAIL
- ▨ = UNLIMITED COMMON AREA

Phase I
 File No. 2001.341

Parcel 1 of Certified Survey Map 2457 as recorded in Volume 7 of Certified Survey Maps on pages 834 - 837 as document number 188475 in the Office of Register of Deeds for Racine County and being in the Southwest 1/4 of Section 2, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin. TOGETHER WITH that part of Lot 2 and Lot 3 of Certified Survey Map 2457 as recorded in Volume 7 of Certified Survey Maps on pages 834 - 837 as document number 188475 in the Office of Register of Deeds for Racine County and being in the Southwest 1/4 of Section 2, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin described as follows: Begin at the Northwest corner of Lot 2 of said Certified Survey Map; run thence S09°45'43"W 143.43 feet along the West line of SummerSet Drive to the point of curvature of a curve of Westerny convexity whose radius is 1310.96 feet and whose chord bears S07°34'42"W 418.45 feet; thence S84°28'46"W 204.38 feet along said North line to the point of curvature of a curve of Southerny convexity whose radius is 2391.03 feet and whose chord bears S84°58'10"W 40.90 feet; thence Westerny 40.90 feet along the North line of said road and arc of said curve; thence N00°00'00"E 431.95 feet; thence N80°00'00"W 84.78 feet; thence N12°45'47"W 159.17 feet to the Northwest corner of Lot 2 of said Certified Survey Map 2457; thence N89°45'43"E 432.37 feet along the North line of said Certified Survey Map to the point of beginning. Containing 8.328 acres.

The undersigned hereby certifies that he is a land surveyor authorized to practice that profession in the State of Wisconsin, that this Condominium Plat is a correct representation of SummerSet Village Condominium Homes and the location and location of each unit and the common elements can be determined from this Condominium Plat. This certification is made pursuant to Section 703.11, Wisconsin Statutes.

Dated: July 15, 2004

Mark R. Madsen, P.E., R.L.S.
 Registered Land Surveyor S2271

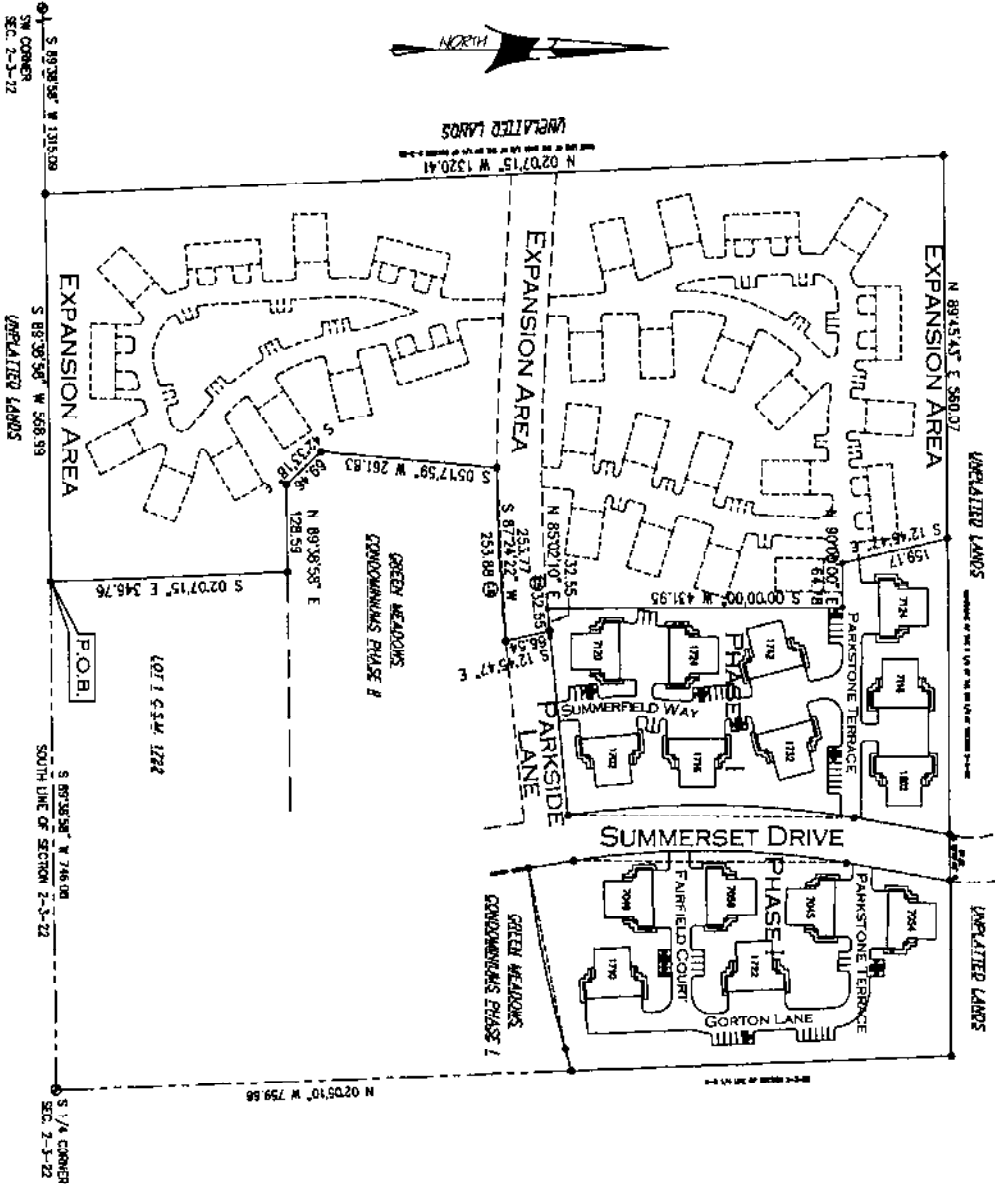
REVISIONS	BY	DATE	PAPER SPACE DRAWINGS	DRAWING NAME
			YES	2001.341.DOC.DWG
			NO	
			DATE	DATE
			09.11.03	
			FIELD WORK	DATE
			SCALES:	1" = 80'

NM NIELSEN MADSEN & BARBER S.C.
 CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS
 1339 WASHINGTON AVE RACINE, WI 53403
 TELEPHONE (262)934-5588 FAX (262)934-5024
 EMAIL: MN@NMBS.NET

SUMMERSET VILLAGE
 CONDOMINIUM HOMES
 FOR SUMMERSET VILLAGE, LLC.
 VILLAGE OF MT. PLEASANT, RACINE COUNTY, WISC.

SHEET NO. — OF —
 JOB 2001.341

9940000



CURVE TABLE

NO.	DELTA	RADIUS	ARC	TANGENT	CHORD	BEARING	CHORD
CS	00°46'48"	2391.03	32.55	16.28	N 85°02'10" E	32.55	
CS	05°55'13"	2457.03	253.88	122.05	S 87°24'22" W	253.77	

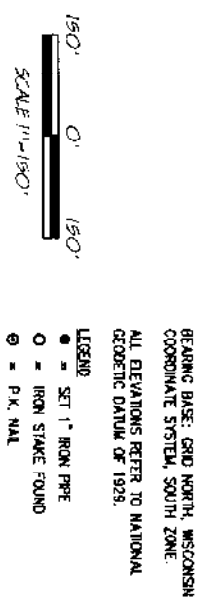
Expansion Area
File No. 2001.341

The part of the Lot 2 and Lot 3 of Certified Survey Map 2457 as recorded in Volume 7 of Certified Survey Maps on pages 634 - 637 as document number 1864475 in the Office of Register of Deeds for Racine County and being in the Southwest 1/4 of Section 2, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin described as follows: Begin at the Southeast corner of Lot 3 of said Certified Survey Map; run thence S89°38'38"W 568.99 feet along the South line of said Lot 3, thence N02°07'15"W 1320.41 feet along the West line of said Lot 3 to the North line of said Lot 1; thence N89°45'45"E 890.07 feet along the North line of said Lot 1 to the West line of Lot 2 of said Certified Survey Map; thence S17°45'47"E 198.17 feet along said West line; thence N90°00'00"E 64.78 feet; thence S00°00'00"W 431.95 feet to a point on a curve of Southern convexity whose radius is 2391.03 feet and whose chord bears N85°02'10"E 32.55 feet; thence S87°24'22"W 253.77 feet along the arc of said curve; thence S17°45'47"E 66.54 feet to the point of curvature of a curve of Southern convexity whose radius is 2457.03 feet and whose chord bears S87°24'22"W 253.77 feet; thence N89°45'45"E 890.07 feet along the North line of said curve; thence S05°17'56"W 261.83 feet; thence S42°30'16"E 69.46 feet; thence N89°38'58"E 128.59 feet; thence S02°07'15"E 344.76 feet to the point of beginning. Containing 17,068 acres.

The undersigned hereby certifies that he is a land surveyor authorized to practice that profession in the State of Wisconsin, that this Condominium Plan is a correct representation of Summerfield Village Condominium Homes and the kitchen/s and location of each unit and the common elements can be determined from this Condominium Plan. This certification is made pursuant to Section 703.11, Wisconsin Statutes.

Dated: July 15, 2004

Mark R. Madsen, P.E., R.L.S.
Registered Land Surveyor S-2271



EXPANSION DRAWING
SUMMERSET VILLAGE
CONDOMINIUM HOMES
FOR SUMMERSET VILLAGE, LLC.
VILLAGE OF MT. PLEASANT, RACINE COUNTY, WISCONSIN

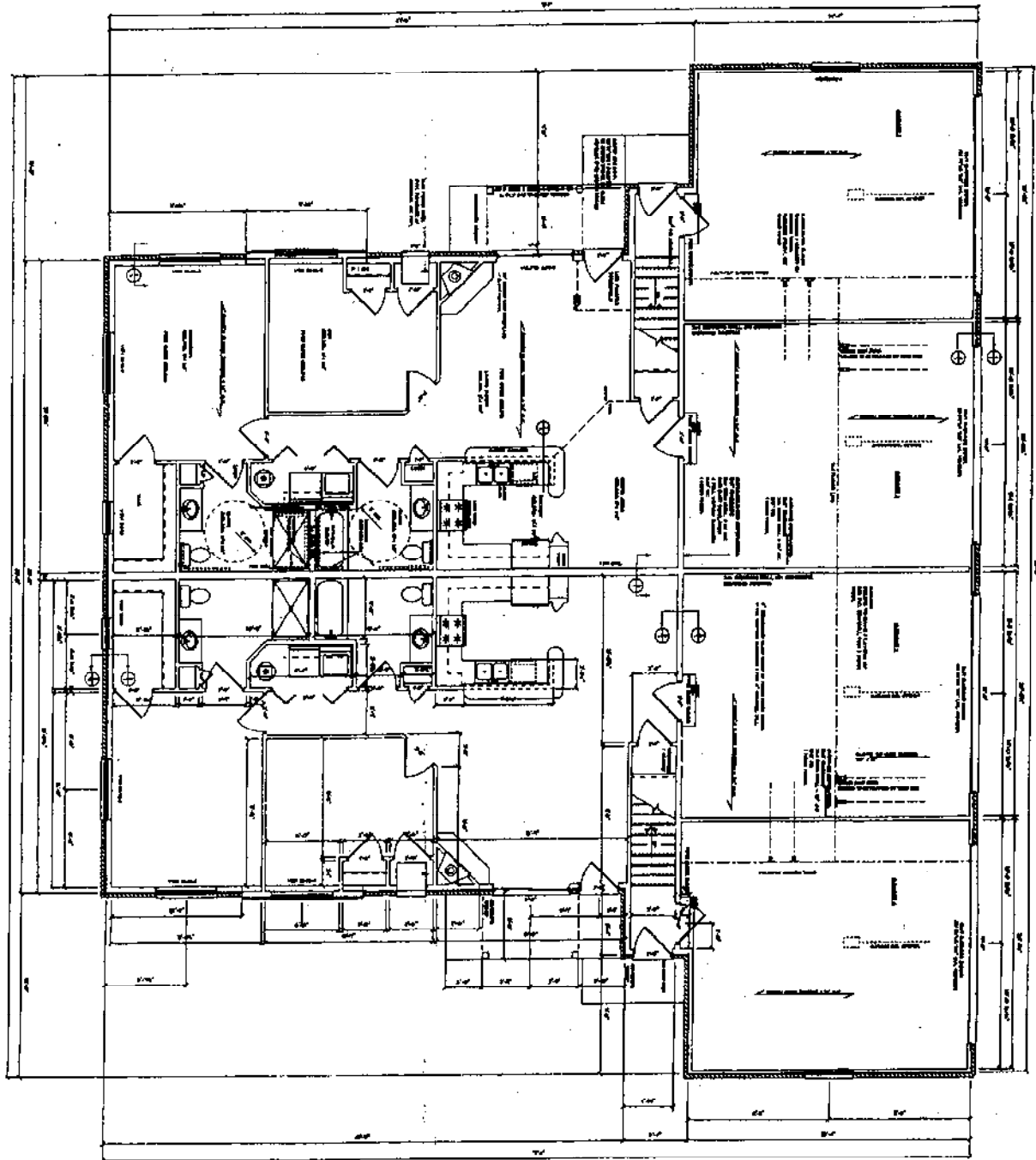
NM & B
NIELSEN MADSEN & BARBER S.C.
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1338 WASHINGTON AVE. RACINE, WI, 53403
TELEPHONE (262)634-5588 FAX (262)634-5024
EMAIL NM@NMBSC.NET

REVISIONS	BY	DATE	PAPER SPACE DRAWINGS	DRAWING NAME
			BYES CNO	2001341.DWG
			DATE	
			SCB	09-11-03
			FIELD WORK	DATE

SCALE: 1" = 150'

6940000

101 - 01 GORTON LANE
 102 - 01 GORTON LANE
 103 - 01 GORTON LANE
 104 - 01 GORTON LANE
 105 - 01 GORTON LANE
 106 - 01 GORTON LANE
 107 - 01 GORTON LANE
 108 - 01 GORTON LANE
 109 - 01 GORTON LANE
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 111 - 01 GORTON LANE
 112 - 01 GORTON LANE



FIRST FLOOR PLAN

SCALE 1/8" = 1'-0"

101 - 01 GORTON LANE
 102 - 01 GORTON LANE
 103 - 01 GORTON LANE
 104 - 01 GORTON LANE
 105 - 01 GORTON LANE
 106 - 01 GORTON LANE
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 112 - 01 GORTON LANE

<p>5</p> <p>SHEET 4</p>	<p>DESIGNED BY:</p> <p>PLANNING & ARCHITECTURE, INC.</p> <p>200 W. WISCONSIN ST.</p> <p>MILWAUKEE, WI 53233</p>	<p>RESIDENCE FOR:</p> <p>BUTHERSET VILLAGE CONDOMINIUM</p> <p>ALSO KNOWN AS:</p> <p>TOUR OF H. PLEASANT</p> <p>RACINE COUNTY, WISCONSIN</p>	<p>DEVELOPER:</p> <p>NESUBROOK HOMES, INC.</p> <p>1030 WEST BLVD.</p> <p>RACINE, WI 53405</p> <p>PHONE: 262.681.1875</p> <p>FAX: 262.681.2505</p>	<p>DATE:</p> <p>10/1/88</p> <p>SCALE:</p> <p>1/8" = 1'-0"</p>	<p>REVISION & DATE</p>	<p>APPROVAL</p>
	<p>DATE:</p> <p>10/1/88</p> <p>SCALE:</p> <p>1/8" = 1'-0"</p>	<p>REVISION & DATE</p>	<p>APPROVAL</p>			

SUMMERSET VILLAGE CONDOMINIUM:

Tax Parcel Identification Numbers:

(From Tax Parcel I.D. ¹⁵¹~~51-008~~-03-22-02-030-080 and ¹⁵¹~~51-008~~-03-22-02-030-060)

Unit #	Tax Parcel:
1710-101	151-03-22-02-033-001
1710-102	151-03-22-02-033-002
1710-201	151-03-22-02-033-003
1710-202	151-03-22-02-033-004
1722-101	151-03-22-02-033-005
1722-102	151-03-22-02-033-006
1722-201	151-03-22-02-033-007
1722-202	151-03-22-02-033-008
7049-101	151-03-22-02-033-009
7049-102	151-03-22-02-033-010
7049-201	151-03-22-02-033-011
7049-202	151-03-22-02-033-012
7058-101	151-03-22-02-033-013
7058-102	151-03-22-02-033-014
7058-201	151-03-22-02-033-015
7058-202	151-03-22-02-033-016
7045-101	151-03-22-02-033-017
7045-102	151-03-22-02-033-018
7045-201	151-03-22-02-033-019

0000471

7045-202	151-03-22-02-033-020
7054-101	151-03-22-02-033-021
7054-102	151-03-22-02-033-022
7054-201	151-03-22-02-033-023
7054-202	151-03-22-02-033-024
1802-101	151-03-22-02-033-025
1802-102	151-03-22-02-033-026
1802-201	151-03-22-02-033-027
1802-202	151-03-22-02-033-028
7116-101	151-03-22-02-033-029
7116-102	151-03-22-02-033-030
7116-201	151-03-22-02-033-031
7116-202	151-03-22-02-033-032
7124-101	151-03-22-02-033-033
7124-102	151-03-22-02-033-034
7124-201	151-03-22-02-033-035
7124-202	151-03-22-02-033-036
1732-101	151-03-22-02-033-037
1732-102	151-03-22-02-033-038
1732-201	151-03-22-02-033-039
1732-202	151-03-22-02-033-040
1716-101	151-03-22-02-033-041
1716-102	151-03-22-02-033-042
1716-201	151-03-22-02-033-043

0000472

1716-202	151-03-22-02-033-044
1702-101	151-03-22-02-033-045
1702-102	151-03-22-02-033-046
1702-201	151-03-22-02-033-047
1702-202	151-03-22-02-033-048
7120-101	151-03-22-02-033-049
7120-102	151-03-22-02-033-050
7120-201	151-03-22-02-033-051
7120-202	151-03-22-02-033-052
1724-101	151-03-22-02-033-053
1724-102	151-03-22-02-033-054
1724-201	151-03-22-02-033-055
1724-202	151-03-22-02-033-056
1742-101	151-03-22-02-033-057
1742-102	151-03-22-02-033-058
1742-201	151-03-22-02-033-059
1742-202	151-03-22-02-033-060

