

Condominium Plat # 2605
recorded 9-6-19, Doc # 1849723

52

RETURN TO:

Harpe Development, LLC
Dustin Harpe
8501 75th Street, Suite H
Kenosha, WI 53142

PARCEL IDENTIFIER NUMBERS:
See Attached Exhibit "A"

**CONDOMINIUM DECLARATION OF
CONDITIONS,
COVENANTS, RESTRICTIONS AND
EASEMENTS FOR GREEN BAY TRAIL
CONDOMINIUM**



DOCUMENT

1849722

RECORDED

At Kenosha County, Kenosha WI 53149
JoEllyn M. Storz, Registrar of Deeds
September 06, 2019 1:49 PM
530.00

Pages 52

THIS DECLARATION (hereinafter "Declaration") is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of Wisconsin Statutes, (hereinafter referred to as the "Act"), this 9th day of August, 2019, by Harpe Development, LLC, a Wisconsin limited liability company (hereinafter referred to as "Declarant").

1. STATEMENT OF DECLARATION

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

Declarant hereby declares that it is the sole owner of the real property described in Section 2.1 hereof, together with all buildings and improvements thereon (hereinafter referred to as the "Property") which is hereby submitted to the condominium form of use and ownership as provided in the Act and this Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise effected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors, and assigns, and to all parties hereinafter having any interest in the property. The property, together with all buildings and improvements is hereinafter called the "Condominium".

2. LEGAL DESCRIPTION AND NAME

2.1 LEGAL DESCRIPTION. The following described real estate is subject to the provisions of this Declaration:

Legal description of Green Bay Trail Condominium, as set forth on the attached Exhibit "A".

2.2 NAME. The aforesaid real estate and all buildings and improvements thereon shall be known as Green Bay Trail Condominium.

3. DESCRIPTION AND LOCATION OF BUILDINGS

There shall be fifteen (15) buildings in Green Bay Trail Condominium which shall contain a total of forty-six (46) living units and Ninety-Six (96) garage units. Each Unit (hereinafter described) shall have an attached garage. There will be Six (6) 3-family buildings and Fourteen (14) 2-family buildings.

Complete construction details of the Units are contained in working plans and drawings available for inspection at the office of the Declarant. The Units are more fully described in the Condominium Plat attached hereto marked Exhibit "A" and made a part hereof. Declarant shall have the right to amend this Declaration at its sole discretion for the purpose of recording a plat of survey or plans depicting the lay-out, location, unit numbers and dimensions of the building and Units as finally located and erected. Declarant reserves the right to change the layout and dimensions of the buildings and Units shown in Exhibit "A" which are not presently constructed, subject to written approval by the Village, provided that such changes will not substantially alter the architectural design, nature and quality of the buildings and Units.

4. NUMBER AND IDENTIFICATION OF UNITS

4.1 NUMBER. There shall be a total of Forty-six (46) Units in Green Bay Trail Condominium.

4.2 IDENTIFICATION. A "Unit" is that part of a building intended for individual, private use, comprised of one or more contiguous or noncontiguous cubicles of air at one or more levels of space having outer boundaries formed by the unfinished interior surface of the perimeter walls, floors and ceilings of the building. The Unit shall also consist of the windows, window frames, doors and door frames located within or contiguous to the Unit. The Units are designated by identifying numbers, and their location, boundaries, and immediate Limited Common Elements (hereinafter described) to which the Units have access and further details identifying and describing the Units are shown on the Condominium Plat, together with all fixtures and improvements therein contained. Each Unit shall also consist of one (1) "Garage Unit" which is intended for individual, private use comprised of one cubicle of air having outer boundaries formed by the interior surfaces of the perimeter walls, floors and

ceilings of the building. The Garage Unit shall also consist of the windows, window frames, doors and door frames which are located within or contiguous to the Unit. Said boundaries are shown on the Condominium Plat, together with all fixtures and improvements therein contained. A Unit and a Garage Unit may not be separated.

The post office addresses and building numbers of the Units are attached as Exhibit "B".

The owner of a Unit shall be known as "Unit Owner".

5. COMMON ELEMENTS

The "Common Elements" shall consist of all of the Condominium, except the Units as defined hereunder, including without limitation: the land on which the building or buildings are located; bearing walls, floors and ceilings (except the interior surfaces thereof, which form the outer boundaries of each Unit), roofs, foundations, entrances and exits, windows, pipes, ducts, electrical wiring and conduits, centralized utility services, public utility lines, water, sewer and storm sewer laterals, private storm sewers, and retention ponds, outside walls, girders, beams and support, structural parts of the building, and the walks, driveways and landscaping.

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

The manner of use of the Common Elements shall be governed by the Bylaws of, and such rules and regulations as may be established by Green Bay Trail Condominium Association, Inc., (the "Association"), and no Unit Owner shall decorate, landscape or adorn any Common Elements, or permit such, in any manner contrary to such Bylaws and rules and regulations.

6. LIMITED COMMON ELEMENTS

6.1 DESCRIPTION. A portion of the Common Elements are designated as "Limited Common Elements" as are shown on the Condominium Plat. Limited Common Elements consist of patios, balconies and parking immediately in front

of a Garage Unit. Limited Common Elements shall be reserved for the exclusive use of the Unit to which they are appurtenant.

6.2 PARKING. Unit Owners may park automobiles immediately in front of their Garage Unit, provided such parking does not interfere with the access to other Unit's garage. At no time shall a Unit Owner allow boats, trucks, motor homes, recreational vehicles, trailers or commercial advertising vehicles to be parked overnight in such assigned parking space without first obtaining the written consent of the Association.

6.3 SATELLITE DISH. There shall be no television satellite dish of any type placed upon any of the Common Elements or Limited Common Elements, except as provided herein. The Unit Owner may place a satellite dish in such a location as to minimize its obstruction and offensiveness to other Unit Owners either by location or by use of screening appropriate to the design, decoration and landscaping of the Condominium. The installation shall not affect the structural soundness or integrity of any building. The Unit Owner shall bear all costs associated with the installation of the satellite dish and with concealing the satellite dish from public view, including, but not limited to, the installation of shrubbery, partition wall or other such costs associated with the concealment of the satellite dish. The intention of this paragraph is to harmonize aesthetics with the Unit Owner's right to receive satellite signals to the extent possible. Any disputes under this paragraph shall be resolved by binding arbitration.

6.4 USE. The manner of use of the Limited Common Elements shall be governed by the Bylaws of, and such rules and regulations as may be established by, the Association, and no Unit Owner shall decorate, landscape or adorn any Limited Common Elements, or permit such, in any manner contrary to such Bylaws and rules and regulations.

7. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

Each Unit Owner shall own an undivided interest in the Common Elements and Limited Common Elements as a tenant in common with all other Unit Owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the Common Elements and Limited Common Elements for all purposes incident to the use and occupancy of the Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with the Unit. The percentage of such undivided interest in the Common Elements and Limited Common Elements appertaining to each Unit shall be 1/46th%.

8. RESIDENTIAL PURPOSE

All buildings and the Units therein contained are intended for and restricted exclusively to residential use.

a) USE. No Unit to be occupied or used for any purposes other than a

single-family private residence.

- b) **PROFESSIONAL HOME OCCUPATIONS:** Professional home occupations are permitted subject to the Village Zoning Ordinance and shall be further limited to the residents of the dwelling only; and shall be limited to occupations that see no more than 5 clients or customers per week at the dwelling.
- c) **MODEL CENTER:** The Developer reserves the right to designate units for a model center to be used to sell and promote the sale of Green Bay Trail Condominiums until such time as all units are sold.

9. ASSOCIATION OF UNIT OWNERS

9.1 DUTIES AND OBLIGATIONS. All Unit Owners shall be entitled and required to be a member of the Association. The affairs of the Association shall be managed by a Board of Directors (the "Board of Directors") consisting of such number of persons as provided in the Bylaws of the Association. The Association may be incorporated as a non-profit corporation under the Laws of the State of Wisconsin. Each Unit Owner and the occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the Bylaws and rules and regulations of the Association.

9.2 VOTING RIGHTS. Each Unit Owner shall be entitled to one (1) vote for each Unit owned. The Unit Owners shall have the right to vote on all matters submitted to a vote of the Members and such other additional rights and powers as set forth in the By-Laws. The Declarant shall be entitled to one (1) vote for each Unit owned by Declarant. Notwithstanding the foregoing provisions for voting, the Declarant shall be deemed to have sufficient votes to constitute a majority of votes until all of Declarant's Units are sold; provided, however, that Declarant's control shall cease ten (10) years after the first Unit is conveyed to a purchaser other than Declarant, or thirty (30) days after the conveyance of Seventy-five percent (75%) of the Common Elements, whichever time is earlier following the creation of an owner operated and responsible Association.

9.3 ASSOCIATION PERSONNEL. The Declarant and Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the Condominium. The Declarant and Association may contract for lighting, heating, water, sewer service and such other common services as may be required for each Unit.

9.4 CONDOMINIUM DOCUMENTATION. The Association shall be required to make available to Unit Owners, their lenders and the holders and insurers of the first mortgage on any Unit, current copies of the Declaration, Bylaws and other rules governing the Condominium, and other books, records

and financial statements of the Association. The Association shall be required to make available to prospective purchaser's current copies of the Declaration, Bylaws, and other rules governing the Condominium, and the most recent annual audited financial statement, if such is prepared. Upon written request from any of the agencies or corporations which have an interest or prospective interest in the Condominium, the Association shall be required to prepare and furnish within a reasonable time a financial statement of the Association for the immediately preceding fiscal year. The Association shall make an audited financial statement for the preceding fiscal year available to the Holder, insurer, or guarantor of any first mortgage that is secured by a Unit on submission of a written request for it. The audited financial statement shall be made available within one hundred twenty (120) days of the fiscal year end of the Association. The cost of the audit shall be at the expense of the Association.

9.5 INITIAL WORKING CAPITAL AND RESERVE FUND. At the time of the first conveyance of a Unit from the Declarant, the purchaser of such Unit shall pay to the Association a one-time contribution in effect at the time of sale. The contribution shall be placed into a reserve for future repairs and replacements. Amounts paid pursuant hereto are not to be considered as an advance payment of the monthly assessment.

9.6 REMEDIES FOR VIOLATIONS BY UNIT OWNER. A Unit Owner who fails to comply with the Declaration, the Bylaws, the Association rules, or the Act, is liable for any charges, fines, or assessments imposed by the Association pursuant to the Bylaws or Association rules as a result of the violation and may be subject to a temporary or permanent injunction.

10. REPAIRS AND MAINTENANCE

10.1 COMMON ELEMENTS. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements and Private Cul-d-sac and shall cause the same to be kept in good, clean, attractive and sanitary conditions, order and repair. Without in any way limiting the foregoing, this shall include all painting, repairing and decorating of exteriors, maintenance and repair of walks, drives, parking areas and access routes, drainage and retention basin areas and maintenance of all grounds and landscaping. In addition, the Association shall regulate the use of the Common Elements to ensure proper and attractive conditions. Unit Owners, and their occupants, shall promptly report to the Association, any condition that might damage the Common Elements or Limited Common Elements. Unit owners shall keep their screens in place in their exterior windows and in good repair. The private cul-de-sac shall be considered a common element and maintained pursuant to Section 10.6 below.

The Village will not be liable or responsible for any cost associated with the repair or replacement of driveways, sidewalks, landscaping or paving that is located on or over any public sanitary sewer or water laterals, water boxes or shut off valves.

The Association shall be responsible for all costs associated with the routine and long term maintenance of the storm water retention basin and private drainageways located within the Common Area, pursuant to the Dedications and Easements shown on the Green Bay Trail Condominium Plat to ensure conformance to their design standards and capacities.

10.2 INDIVIDUAL UNITS AND LIMITED COMMON ELEMENTS. Each Unit Owner shall be responsible for keeping the interior of his/her Unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the Unit. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Unit Owner shall be responsible for all plumbing fixtures and piping connected to the Unit, fireplace, chimney, and flue, the replacement of windows, doors, lighting fixtures, refrigerators, air-conditioning equipment, all components of any furnaces or heating equipment, dishwashers, disposal, laundry equipment such as washers and dryers, ranges, or other equipment which may be in, or connect with, the Unit. Each Unit Owner shall keep the Limited Common Elements appurtenant to his Unit in a good, clean, sanitary, and attractive condition. In addition, the Association shall regulate the use of the Limited Common Elements to ensure proper and attractive conditions.

10.3 PROHIBITION AGAINST STRUCTURAL CHANGES BY OWNER. A Unit Owner shall not, without first obtaining the written consent of the Association, make any alteration that would jeopardize the soundness or safety of the Condominium, reduce the value of the Condominium, or impair any easement or hereditament, or change the exterior appearance of a Unit including but not limited to painting the exterior or changing or adding different windows or doors or any other portion of the Condominium not part of the Unit. A Unit Owner may make improvements or alterations within the Unit that do not impair the structural integrity or lessen the support of any portion of the Condominium, and that do not create a nuisance substantially affecting the use and enjoyment of other Units or the Common Elements.

10.4 ENTRY FOR REPAIRS. The Association shall have an irrevocable right and easement to enter any Unit at reasonable times and under reasonable conditions when necessary to make repairs to Common Elements and Limited Common Elements when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the Condominium. The Association

shall make a reasonable effort to give prior notice to the owners, except in cases involving manifest danger to public safety or property, and with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and be treated as a common expense. No entry by the Association for the purposes specified in this paragraph may be considered a trespass.

10.5 IMPROVEMENTS TO LIMITED COMMON ELEMENTS. A Unit Owner may improve the Limited Common Elements appurtenant exclusively to the Unit Owner's Unit if all the following conditions are met:

1. A statement describing the improvement, including a description of the project, the materials to be used, and the project's proposed impact on the appearance of the Condominium, and identifying the project contractor is submitted to the Board of Directors of the Association.
2. The improvements will not interfere with the use and enjoyment of the Units of other Units Owners, or the Common Elements, or Limited Common Elements of the Condominium.
3. The improvement will not impair the structural integrity of the Condominium.
4. Any change to the exterior appearance of the Condominium is approved by the Board of Directors of the Association
5. All costs and expenses of an improvement, and any increased costs of maintenance and repair of the Limited Common Elements resulting from the improvement, are the obligation of the Unit Owner. The Unit Owner shall protect the Association and other Unit Owners from liens on property of the Association, or of other Unit Owners that otherwise might result from the improvement.

10.6 REPAIR AND MAINTENANCE OF THE PRIVATE CUL-DE-SAC

The Association shall have the obligation of maintaining the routine and long-term maintenance for the private cul-de-sac. That shall include snow plowing, patching, crack filling, curb repairs and repaving. The Association budget shall include a reserve fund for longer term asphalt patching, road replacement and curb repairs or replacement.

The Village shall not be liable or responsible for asphalt repairs/replacement associated with its operation, maintenance and repairs of the public sanitary sewer and municipal water main located with the private cul-de-sac.

10.7 FUTURE MAINTENANCE OF SIDEWALKS The Village has planned for the reconstruction of 104th Street and Old Green Bay Road which will include sidewalks. The Association shall have the obligation of maintaining the routine and long-term maintenance of all of the 105th and 65th Avenue sidewalks including the future extensions, and those installed in 104th Street and Old Green Bay Road that includes repair, replacement and snow removal.

In addition, upon notification from the Village, it shall be the Association's obligation to install and maintain the extension of sidewalks south of 65th Avenue and east of 105th Street to the property limits when and if those roadways are extended as referenced in Section 15.1.

11. UNIT OWNER'S RIGHTS WITH RESPECT TO INTERIORS

Each Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise furnish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of the Unit and all walls, ceilings, floors, and doors within such boundaries, and to erect partition walls of a non-structural nature, provided that such Unit Owner shall take no action which in any way will materially change any common walls.

12. RESTRICTION ON USE AND OCCUPANCY

Each Unit shall be occupied and used only for single family private dwelling purposes as provided in the Bylaws of the Association. No trade, except an approved home office, shall be carried on anywhere within the Condominium, except as otherwise provided herein. All leases or rental agreements shall be in writing. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion.

Unit Owners other than Declarant may lease or rent a Unit; however, the lease must have a minimum initial term of one (1) year. Family Relations defined as related by blood or marriage may occupy the units and are not considered tenants under this rule. No rooms in any Unit may be rented and no transient tenants may be accommodated. As a condition of the rental or lease of a Unit, the Unit Owner grants the Association power of attorney to bring an eviction action against a tenant of the Unit Owner who has failed to comply with the Declaration, the Bylaws, rules of the Association, or any act or omission that constitutes grounds for eviction under Chapter 704 of the Wisconsin Statutes, if the Unit Owner, after being requested by the Association to evict the tenant, fails to take reasonable action to evict the tenant. Giving notice terminating, or not renewing a tenant's lease or rental agreement within sixty (60) days after an eviction request by the Association, constitutes reasonable action to evict the tenant for purposes of this paragraph. The Association shall give the Unit Owner ten (10) days' written notice of the Association's intent to evict a tenant. The cost of the eviction shall be the responsibility of the Unit Owner and shall immediately become a personal debt of the Unit Owner and also a lien, against the Unit to which the charges are assessed, until paid, if a statement of lien is filed within two (2) years after the date the assessment becomes due.

Notwithstanding anything to the contrary herein, at least 80% of the Units shall be owner occupied. In addition, no Unit Owner may have a storage pod or trailer in the parking lot or adjacent to a unit for more than 2 weeks.

A tenant of a Unit who fails to comply with this Declaration, the Bylaws, rules of the Association, or the Act that results in a charge, fine, or assessment imposed by the Association pursuant to the Bylaws or Association rules is liable for the charge, fine, or assessment. The Unit Owner of the Unit occupied by the tenant when the violation occurred is liable for any charges, fines, or assessments imposed by the Association for which the tenant is liable that are not paid by the tenant within thirty (30) days after receiving notice of the charge, fine, or assessment. If the Association imposes a charge, fine, or assessment as a result of a violation by the tenant of a Unit, the Association shall give notice to the tenant by any method under Wisconsin Statute Section 704.21(1)(a) – (e) and to the Unit Owner of the Unit occupied by the tenant by any method under Wisconsin Statute Section 704.21(2)(a) – (d). The notice shall include all of the following:

A. The amount of charges, fines, or assessments for which the tenant is liable.

B. Notice that if the tenant fails to pay the Association the amount for which the tenant is liable within thirty (30) days after the tenant receives the notice, the Unit Owner is liable to the Association for the unpaid amount by the tenant.

The rental or lease of a Unit constitutes an agreement by the tenant, as a condition of the Lease, to comply with this Declaration, the Bylaws, the rules of the Association, and the provisions of the Act. Within five (5) business days after entering into or renewing a written Lease Agreement, the Unit Owner shall provide a copy of the Lease Agreement to the Association. The Association shall keep a copy of the Lease Agreement on file while the Lease Agreement is in effect. Prior to the occupancy of a Unit, the Unit Owner shall provide a copy of this Declaration, the Bylaws, and the rules of the Association, to the tenant, or place the information in the Unit.

13. DESTRUCTION AND RECONSTRUCTION

In the event of a partial or total destruction affecting one or more of the Units of the Condominium, the Association shall promptly undertake to repair or reconstruct it to a condition compatible with the remainder of the Condominium. On reconstruction the design, plan and specifications, of any building or Unit, may vary from that of the original upon the approval of the Association, provided, however, that the number of square feet of any Unit may not vary more than five percent (5%) from the number of square feet for such Unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction.

If a Condominium is damaged to an extent more than the available insurance proceeds, the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having seventy-five percent (75%) or more of the votes. A determination as to whether or not to reconstruct and repair the damaged premises or to subject the Condominium to an action for partition shall be made within ninety (90) days from the date of the fire, casualty or disaster. In the case of partition, the net proceeds of sale together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their percentage interest in the Common Elements, and shall be distributed in accordance with the priority of interest in each Unit.

If the insurance proceeds are insufficient to reconstruct or repair the damaged premises and the necessary seventy-five percent (75%) or more of the votes necessary to subject the Condominium to an action for partition are not obtained, then the damaged premises shall be reconstructed and repaired by the Association with the insurance proceeds, and the Unit Owners shall be assessed for the deficiency in accordance with the percentage of ownership in the Common Elements.

14. INSURANCE

The Board of Directors of the Association shall obtain and maintain insurance for the Condominium against loss or damage by fire and such hazards for not less than full replacement value of the property insured. The insurance shall also cover the replacement of interior walls, heating and air conditioning units, electrical wires and conduit, plumbing pipes, and heating and air conditioning duct work in the interior and exterior walls. The Association shall also provide insurance coverage for fixtures, improvements, and alterations that are a part of the building or structure located within the Units to the extent provided for in the original building specifications, if said coverage is available to the Association by the terms of the blanket casualty insurance policy. The insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective mortgagees as their interest may appear. Premiums shall be a common expense. The Association is hereby designated, and each Unit Owner hereby appoints the Association to represent the Unit Owners in any related proceedings, negotiations, settlement, or agreements, regarding the insurance coverage. Each Unit Owner hereby appoints the Association as an attorney-in-fact for the purpose of representation in any related proceedings, negotiations, settlements, or agreements, regarding insurance. To the extent possible, the insurance shall provide that the insurer waives its right of subrogation as to any claim against Unit Owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more Unit Owners or the Association or their servants, agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

The Unit Owner shall be responsible for and shall obtain insurance coverage for personal property and the replacement of appliances including refrigerators, dishwashers, disposal, laundry equipment such as washers and dryers, and ranges.

In the event of partial or total destruction of a building or buildings and it is determined to repair or reconstruct such building or buildings in accordance with Section 13 hereof, the proceeds of such insurance shall be paid to the Association to be applied to the cost thereof and the Unit Owners and mortgagees shall not be entitled to receive payment of any portion of insurance proceeds. If it is determined not to reconstruct or repair the Condominium, or the Court has ordered partition of the Condominium, then the proceeds shall be distributed to the Unit Owners and their mortgagees, if any, as their respective interest may appear in the manner provided by the Act. If after the Common Elements have been completely repaired or restored, and there is a surplus of insurance proceeds, then the surplus shall be considered a common surplus and may, at the direction of the Board of Directors, be distributed to the Unit Owners in accordance with their percentage of ownership in the Common Elements.

If insurance coverage is available to combine protection for the Association and the Unit Owner's individual Unit, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost-sharing basis under which the Unit Owner would be assessed individually for the amount of insurance which he directs the Board of Directors to include such policies for his additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any Unit Owner, at his expense, to provide any additional insurance coverage on his improvements which will duplicate any insurance provided by the Association of Unit Owners. The Board of Directors shall also provide and maintain public liability insurance covering the Common Elements in such amounts as may be determined at the discretion of the Board of Directors from time to time but, in any event such coverage shall be for at least \$1,000,000.00 for bodily injury and personal injury including deaths of persons and property damage arising out of a single occurrence. The Board of Directors may also provide workmen's compensation insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Board of Directors to be necessary from time to time.

15. LIABILITY FOR COMMON EXPENSES

The costs of administration of the Association, insurance, repair, maintenance and other expenses of the Common Elements and Limited Common Elements, and the common services provided to the Unit Owners shall be paid for by the Association. The Association shall make assessments against the Unit Owners (except the Declarant, which shall be obligated to pay for common expenses in accordance with the provisions set forth below) as well as the Units themselves, for such common expenses and for the creation of reserves for the payment of future common expenses with each Unit subject to said assessment paying an equal share of the assessment. The Declarant shall initially be, after construction of the initial phase, one/forty-sixth (1/46th) per Unit. Any Unit Owner or mortgagee gaining an interest in any Unit, prior to completion of all intended units, consents to this fraction.

The Common Expenses include the operating and reserve account expenses shown on the Attached Exhibit "C" but are not limited to: Common area repairs, building maintenance, landscaping, maintenance and replacement of public street trees, asphalt repairs (driveways and private cul-de-sac), snow removal (all current and future private and public sidewalks, private cul-de-sac), exterminators, common electric for lights and the pond fountain, pond maintenance, bank fees, professional and legal fees, insurance management fees, office supplies, income and property taxes and reserve accounts.

In addition, the Association shall be responsible for the payment of the electricity supplied to the streetlights in the Public Streets. The street lights will be separately metered, resulting in a "meter and maintenance charge" by the private utility company (WE Energies) supplying electrical service to said street lights, which shall be paid by the Condominium Association and included in the definition of common expenses for which assessments shall be imposed. The Village shall also invoice the Association for an administrative billing charge for the processing of the We Energies invoices.

A Unit Owner, except Declarant, shall be liable for all assessments, or installments thereof, coming due while owning a Unit, including any assessments coming due during the pendency of any claim by the Unit Owner against the Association, or during any period in which the Unit is not occupied by the Unit Owner, or is leased or rented to any other person. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her share of the common expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments.

No Unit Owner may exempt himself or his Unit from liability for his contribution toward the common expenses by waiver of the use or enjoyment of the Common Elements or Limited Common Elements or services or by the abandonment of his Unit.

The Declarant shall be responsible for paying the difference between the actual aggregate common expenses incurred by the Association, and the actual aggregate amount of assessments collected from Unit Owners from the date the first Unit is sold until the date the last Unit is sold by Declarant. In no event shall Declarant's obligation for common expenses exceed the amount that Declarant would have been obligated to pay in assessments had Declarant been deemed an owner of a Unit subject to the imposition of assessments from the date a permanent occupancy permit was issued for a Unit owned by Declarant. The Declarant shall not be responsible for paying any expenses after the date of conveyance of the last Unit by the Declarant.

All common expenses and assessments, when due, shall immediately become a personal debt of the Unit Owner and also a lien, against the Unit to which the charges are assessed, until paid, if a statement of lien is filed within two years after the date the assessment becomes due. The lien is effective against a Unit at the time the assessment became due regardless of when within the two-year period it is filed. The Association must serve the Declarant with a notice of dues within thirty (30) days of assessment.

A lien for delinquent common expenses that the Association assesses against a Unit will be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the delinquent assessment was due. In addition, a lien for common expenses will not be affected by the sale or transfer of a Unit unless a foreclosure of a first mortgage is involved, in which case the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but will not release any subsequent Unit Owner from paying any further assessments.

The Association is granted the power to collect levied assessments from the Unit Owners in accordance with legal remedies available if the assessments are not paid when they are due. The assessments, including interest at Twelve percent (12%) annum, costs and reasonable attorney's fees, shall become a lien against the Unit.

All sums assessed by an association, but unpaid for, regarding the share of the common expenses chargeable to any Unit constitutes a lien on the Unit and on the undivided interest in the Common Elements and Limited Common Elements appurtenant thereto prior to all other liens except:

- A. Liens of general and specific taxes;
- B. All sums unpaid on a first mortgage recorded prior to the making of the assessment;
- C. Mechanics liens filed prior to the making of the assessment;
- D. All sums unpaid on any mortgage loan made under Section 45.80 (1989 Stats.) of the Wisconsin Statutes;
- E. A lien under Section 292.31(8)(i) or 292.81 of the Wisconsin Statutes.

The common surpluses resulting from the operation of the Condominium shall be credited to the Unit Owner's assessments for common expenses, or shall be used for any other purpose as the Association decides, or shall be refunded to the Unit Owners with each Unit receiving a share of said surplus in proportion to the dues paid by the Unit Owner during the preceding twelve (12) month period.

A grantee of a Unit is entitled to a statement from the Association, or the Board of Directors, setting forth the amount of unpaid assessments against the grantor of a Unit. The grantee of a Unit is not liable for, nor shall the Unit conveyed be subject to a lien that is not filed for, any unpaid assessment against the grantor in excess of the amount set forth in the statement. If the Association, or the Board of Directors, does not provide such a statement within ten (10) business days after the grantee's request, the Association is barred from claiming under any lien that is not filed prior to the request for the statement against the grantee.

15.1 EXTENSION OF 105TH STREET AND 65TH AVENUE

The Temporary cul-de-sacs at the end of 105th Street and 65th Avenue are intended to be removed when land to the east and south develops. These temporary cul-de-sac easements will be vacated and the future land developers to the east and south will remove the temporary cul-de-

sac infrastructure and install the new roadway improvements including the extension of the sidewalks at the future developer's expense. The Association will also be responsible to connect the existing condominium building driveways for buildings 7,8, & 9 to the new roadways and to install the required remaining public street trees as shown on the Attached Exhibit EX-2.

16. PARTITION OF COMMON ELEMENTS PROHIBITED

There shall be no partition of the Common Elements and Limited Common Elements through judicial proceedings or otherwise until this agreement is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single Units as between such co-owners. Ownership shall be limited to 4 or fewer co-owners as tenants in common or as joint tenants.

17. CONVEYANCE TO INCLUDE INTEREST IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

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

18. EASEMENTS, RESERVATIONS AND ENCROACHMENTS

18.1 UTILITIES. Easements are hereby declared and granted for the benefit of the Unit Owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, heating ducts and piping, sewer lines, gas mains, telephone wires and equipment, master television antenna system wires and equipment, cable television equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the Common Elements and Limited Common Elements.

18.2 PERMITS, LICENSES AND EASEMENTS. The Association and the Declarant shall have the right to grant permits, licenses and easements over the common elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the property.

The Declarant hereby reserves the unqualified right of access or ingress and egress across the property set forth in Section 2.1 Said easement shall run with the land and inure to the benefit of the Declarant, its successors and assigns.

18.3 ENCROACHMENTS. In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or construction of any Unit, any part of the Common Elements, or Limited Common Elements, encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, Limited Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit or in favor of the owner or owners of the Common Elements or Limited Common Elements, if such encroachments occurred due to the willful conduct of said owner or owners.

18.4 BINDING EFFECT. All easements and rights described herein are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all Unit Owners, purchasers and mortgagees and their heirs, executors, administrators, successors and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this Section 18.

19. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER

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

20. AMENDMENTS TO DECLARATION

Except as otherwise provided by the Act, this declaration may be amended with the written consent of at least Sixty-seven percent (67%) of the aggregate votes of the Unit Owners and the Village (the Village approval will not be unreasonably withheld). A Unit Owner's

written consent is not effective unless it is approved in writing by the first mortgagee of the Unit, or the holder of an equivalent security interest, if any. Approval from the first mortgage lender or equivalent security interest holder, or the person servicing the first mortgage loan, or its equivalent on a Unit, constitutes approval of the first mortgagee or equivalent security interest holder under this Paragraph. The documents submitting the amendment for recording shall state that the required consents and approval for the amendment were received. A copy of the amendment shall be recorded with the Register of Deeds for Kenosha County and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at his address on file with the Association. In addition to the foregoing, this Declaration may be amended in any other manner provided under the Act. No action to challenge the validity of an amendment under this Section may be brought more than one (1) year after the amendment is recorded.

21. VOLUNTARY TERMINATION OF CONDOMINIUM

Upon the written consent of all Unit Owners, all or part of the Condominium may be removed from the provisions of the Act by an instrument to that effect, as approved by the Village and duly recorded with the Register of Deeds for Kenosha County, provided that the holders of all liens affecting any of the Units consent thereto or agree, in either case by instrument duly recorded with the Register of Deeds of Kenosha County, that their liens be transferred to the percentage of the undivided interest of the Unit Owner in the property. Upon removal of any property from the act, the property shall be deemed to be owned in common by the Unit Owners. The undivided interest in the property owned in common which appertains to each Unit Owner shall be the percentage of undivided interest previously owned by the owner in the Common Elements.

22. NOTICES

22.1 NOTICES TO UNIT OWNERS. All notice and other documents required to be given pursuant to this Declaration or the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. All Unit Owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.

22.2 NOTICES TO FIRST LIEN HOLDERS. A holder, insurer or guarantor of a first mortgage (an eligible mortgage holder), upon written request to the Association will be entitled to timely written notice of:

A. Any proposed amendment of the Condominium Declaration affecting a change in (1) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (2) the interest in the Limited Common Elements appertaining to any Unit or the

liability for common expenses appertaining thereto, (3) the number of votes in the Association appertaining to any Unit, (4) the purposes to which any Unit or the Common Elements are restricted; (5) in assessments that raise the previous assessed amount by more than Twenty five percent (25%), (6) the reserves for maintenance, repair and replacement of common elements which results in a reduction, (7) expansion or contraction of the project or the addition, annexation, or withdrawal of property to or from the project, (8) imposition of any restrictions on the leasing of Units, (9) imposition or restriction on a Unit Owner's right to sell or transfer his Unit, or (10) the restoration or repair of the project in a manner other than specified in the document.

B. Any proposed termination of the Condominium regime;

C. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

D. Any delinquency in the payment of assessments or charges owned by a Unit Owner or a Unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of sixty (60) days;

E. Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

23. FURTHER MATTERS

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

B. The Declarant hereby reserves the right to cause one or more of the Units it owns to be maintained as a model unit and to display such models and the Common Elements of the Condominium. The Declarant further reserves the right to maintain signs offering the sale of Units in the Condominium until all Units are sold.

C. If entered into before the officers elected by the Unit Owners pursuant to the Bylaws take office, any management contract, lease of recreational or parking areas or facilities, any contract or lease to which a Declarant or any person affiliated with the Declarant is a party and any contract or lease which is not bona fide or which was not commercially reasonable to Unit Owners, when entered into under the circumstances then prevailing may be terminated by the Association or its Board of Directors at any time without penalty upon not less than ninety (90) days notice to the other party thereto.

24. RESIDENT AGENT

The resident agent shall be Dustin Harpe, or such other person as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Wisconsin Department of Financial Institutions.

25. NUMBER AND GENDER

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

26. CAPTIONS

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

27. SEVERABILITY

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

28. CONFLICTS IN PROVISIONS

If there is any conflict between any provision and this Declaration and the provisions of the Condominium Plat or any provisions of the Bylaws, the stricter of the provisions shall control. If there is any conflict between any provisions of any condominium instruments and any provisions of any Bylaws, the provisions of the condominium instruments shall control. If there is any conflict between any provisions of any condominium instruments or any provisions of any Bylaws and any provisions of Wisconsin Statutes Chapter 703, the most strict provisions as approved by the Village shall control.

29. HOMESTEAD

This is not homestead property.

IN WITNESS WHEREOF, the said Declarant, Harpe Development, LLC, has caused this Amendment to be executed at ~~Forest Prairie~~ Wisconsin, this 9th day of August, 2019

Harpe Development, LLC

By: _____

Dustin Harpe, Member

By: _____

Cory Harpe, Member

STATE OF WISCONSIN)
)
Kenosha COUNTY)

ss.

On this 9 day of August, 2019, before me personally came Harpe Development, LLC, by Dustin Harpe and Cory Harpe, Members, to me known to be the persons described in and who executed the foregoing instrument and said persons acknowledged that said persons executed the same freely and voluntarily, for the uses and purposes therein expressed.

Joanne Fournier
Notary Public, State of Wisconsin.
My commission expires: April 1st 2021

This instrument was drafted by:
Dustin Harpe
Harpe Development, LLC
8501 75th Street
Kenosha, WI 53142

Exhibit "A" – Condominium Plat – Green Bay Trail Condominiums
Exhibit "B" – Condominium Addresses and Unit numbers
Exhibit "C" Budget

Registered Agent for Harpe Development, LLC

Dustin Robert Harpe

8501 75th St.

Suite H

Kenosha, WI 53142-7602

Registered Agent for Green Bay Trail Condominium Association, LLC

Dustin R. Harpe
8501 75th St.
Suite H
Kenosha, WI 53142-7602

LEGAL DESCRIPTION/TAX PARCEL NUMBERS

Lots 1, 2, 3 and 4 of Certified Survey Map #2910, Recorded as Document No. 1848597, located in the Northeast One-Quarter of the Northwest One-Quarter of U.S. Public Land Survey Section 27, Township 1 North, Range 22 East of the Fourth Principal Meridian in the Village of Pleasant Prairie, Kenosha County, WI.

Tax Parcel Numbers

Lot 1 - 92-4-122-272-1001

Lot 2 - 92-4-122-272-1002

Lot 3 - 92-4-122-272-1003

Lot 4 - 92-4-122-272-1004

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. **2910**, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

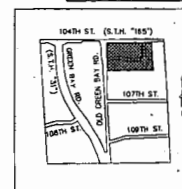
NW COR OF
NW 1/4 OF
SEC 27-1-22
197.784.54
2,567,904.80
CONC. MON. W/
BRASS CAP

SCALE IN FEET
0 10 20

104TH STREET - S.T.H. "165" (WIDTH VARIES)
DEDICATED PUBLIC STREET

N LINE OF NW 1/4 OF SEC 27-1-22 N89°40'10"E 2672.73' (TOTAL)

NE COR OF
NW 1/4 OF
SEC 27-1-22
CONC. MON. W/
BRASS CAP
N 197.809.95
E 2,870,577.41
GRID



LOCATION MAP

NW 1/4 SEC. 27, T1N, R22E
SCALE 1" = 2000'

NOTE:

"CSM" IN ALL EASEMENT ANNOTATION
REFERS TO CERTIFIED SURVEY MAP NO.

BEARING BASIS:

ALL BEARINGS ARE REFERENCED TO GRID
NORTH OF THE WISCONSIN STATE PLANE
COORDINATE SYSTEM, SOUTH ZONE. THE
NORTH LINE OF THE NORTHWEST 1/4 OF
SECTION 27-1-22, WAS USED AS
N89°40'10"E

PROJECT CONVERSION FACTOR:
GRID/1.0000045 = GROUND

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: AUGUST 2019

SHEET 1 OF 13

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

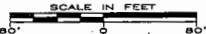
OWNER:
HARPE DEVELOPMENT, LLC
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

SURVEYOR:
JSD PROFESSIONAL SERVICE, INC.
W238N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WI 53188

UNPLATTED LANDS

A CONDOMINIUM

NW COR. OF
NW 1/4 OF
SEC 27-1-22
197,794.54
2,567,904.90 | GRID
CONC. MON. W/
BRASS CAP



104TH STREET - S.T.H. "165" (WIDTH VARIES)

N LINE OF NW 1/4 OF SEC 27-1-22 N89°40'10"E 2672.73' (TOTAL)

NE COR OF
NW 1/4 OF
SEC. 27-1-22
CONC. MON. W/
BRASS CAP
N 197,809.96
E 2,570,577.84 } GRID

LEGEND:

- A** DEDICATED PUBLIC STREET
- B** DEDICATED PRIVATE STREET, ACCESS AND MAINTENANCE EASEMENT
- C** DEDICATED 12' OR 15' UTILITY, ACCESS AND MAINTENANCE EASEMENT
- D** DEDICATED 10', 20', 25', 30', 32', OR 35' STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT
- E** DEDICATED STORM WATER DRAINAGE, RETENTION BASIN, OPEN SPACE, ACCESS AND MAINTENANCE EASEMENT
- F** DEDICATED MONUMENT SIGNAGE, ACCESS AND MAINTENANCE EASEMENT
- G** DEDICATED PUBLIC 30' WATER MAIN AND SANITARY SEWER MAIN, ACCESS AND MAINTENANCE EASEMENT
- H** DEDICATED 35' LANDSCAPING, ACCESS AND MAINTENANCE EASEMENT
- I** DEDICATED TREE PROTECTION AND PRESERVATION, ACCESS AND MAINTENANCE EASEMENT
- J** DEDICATED 20'X20', 50'X20', OR 150'X100' VISION TRIANGLE EASEMENT
- K** DEDICATED TEMPORARY 10' STREET ACCESS, SNOW STORAGE, ROAD REMOVAL AND MAINTENANCE EASEMENT
- L** DEDICATED 25' OR 35' LANDSCAPING, STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT
- M** DEDICATED 10' STREET TREE, ACCESS AND MAINTENANCE EASEMENT
- N** DEDICATED PUBLIC SIDEWALK, ACCESS AND MAINTENANCE EASEMENT
- O** DEDICATED TEMPORARY PUBLIC STREET ACCESS AND MAINTENANCE EASEMENT

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: AUGUST __, 2019

SHEET 2 OF 13

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

OWNER:
HARPE DEVELOPMENT, LLC
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

SURVEYOR:
JSD PROFESSIONAL SERVICE, INC.
W238N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WI. 53188

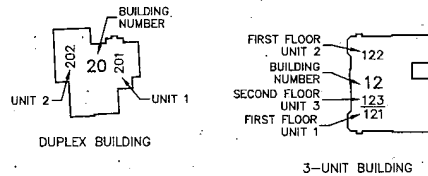
UNPLATTED LANDS	DEDICATED 30' STORM WATER DRAINAGE, ACCESS AND MANAGEMENT EASEMENT, PER CSM	DEDICATED TEMPORARY PUBLIC STREET, ACCESS AND MAINTENANCE EASEMENT, PER CSM
-----------------	--	--

GREEN BAY TRAIL

CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. 270, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

TYPICAL UNIT NUMBERING



NOTES:

1. ALL AREAS INSIDE OR OUTSIDE THE BUILDING OUTLINE NOT DESCRIBED AS LIMITED COMMON ELEMENTS OR AS A CONDOMINIUM UNIT ARE COMMON ELEMENTS.
2. REFER TO THE CONDOMINIUM DECLARATION FOR COMPLETE DESCRIPTIONS OF THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.
3. STOOPS, PATIOS, SIDEWALKS, DECKS, AND DRIVEWAYS, IF ANY ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE ADJACENT UNIT OR UNITS.
4. SEE SHEETS 4 TO 8 FOR BUILDING IDENTIFICATION.

STATE HIGHWAY ACCESS RESTRICTION:

ALL LOTS AND BLOCKS ARE HEREBY RESTRICTED SO THAT NO OWNER, POSSESSOR, USER, LICENSEE OR OTHER PERSON MAY HAVE ANY RIGHT OF VEHICULAR INGRESS FROM OR EGRESS TO ANY HIGHWAY LYING WITHIN THE RIGHT-OF-WAY OF S.T.H. 165 OR 104TH STREET. IT IS EXPRESSLY INTENDED THAT THIS RESTRICTION CONSTITUTE A RESTRICTION FOR THE BENEFIT OF THE PUBLIC AS PROVIDED IN S.236.293, STATS., AND SHALL BE ENFORCEABLE BY THE DEPARTMENT OF TRANSPORTATION.

STATE HIGHWAY SETBACK RESTRICTION:

HIGHWAY SETBACK: THIS RESTRICTION IS FOR THE BENEFIT OF THE PUBLIC AS PROVIDED IN SECTION 236.293, WISCONSIN STATUTES.

CURVE TABLE

CURVE NO.	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	CENTRAL ANGLE
C1	38.20'	333.00'	S03°31'35.5"E	38.18'	6°34'19"
C2	30.57'	20.00'	S36°58'13.5"W	27.68'	87°33'59"
C3	74.50'	267.00'	S88°44'48.5"W	74.26'	15°59'11"
C4	53.04'	333.00'	N87°49'22.5"W	52.98'	9°07'33"
C5	12.79'	196.10'	S87°38'45"W	12.79'	3°44'16"
C6	30.51'	20.00'	N50°31'04"W	27.64'	87°24'38"
C7	30.63'	267.00'	N03°31'35.5"W	30.61'	6°34'19"
C8	42.53'	267.00'	S87°49'22.5"E	42.48'	9°07'33"
C9	92.91'	333.00'	N88°44'48.5"E	92.61'	15°59'11"
C10	32.27'	20.00'	S53°01'46.5"E	28.88'	92°26'01"
C11	30.21'	267.00'	S03°34'18"E	30.19'	6°28'56"
C12	37.67'	333.00'	N03°34'18"W	37.65'	6°28'56"
C13	37.05'	22.00'	N41°25'42"E	32.82'	96°28'56"

LINE TABLE

LINE	BEARING	LENGTH
L1	S05°48'46"E	29.62'
L2	S80°45'13"W	79.39'
L3	N06°48'46"W	25.86'
L4	N80°45'13"E	74.88'
L5	S06°48'46"E	25.54'
L6	N06°48'46"W	26.97'

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: AUGUST 1, 2019

SHEET 3 OF 13

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. 2910, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

LEGEND:

-  LIMITED COMMON ELEMENT
-  COMMON ELEMENT

BASEMENT PLAN FOR:

BUILDINGS 1, 3, 5, 14, 16, 17, 18, & 20
BUILDINGS 2, 4, 6, 13, 15, & 19 ARE A MIRROR IMAGE

OWNER:

HARPE DEVELOPMENT, LLC
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

SURVEYOR:

JSD PROFESSIONAL SERVICE, INC.
W238N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WI 53188

NOTES:

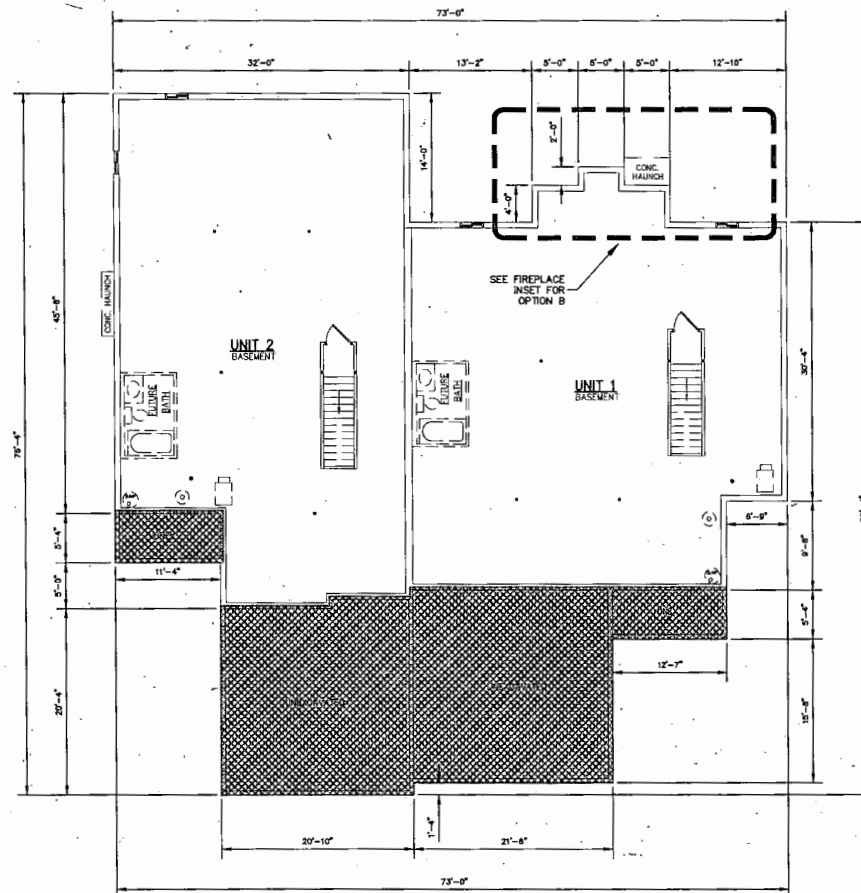
1. ALL AREAS INSIDE OR OUTSIDE THE BUILDING OUTLINE NOT DESCRIBED AS LIMITED COMMON ELEMENTS OR AS A CONDOMINIUM UNIT ARE COMMON ELEMENTS.
2. STOOPS, PATIOS, SIDEWALKS, DECKS, AND DRIVEWAYS, IF ANY ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE ADJACENT UNIT OR UNITS.
3. FLOOR PLANS AND UNIT AREAS OBTAINED FROM HARPE DEVELOPMENT, LLC AND ARE BASED ON DESIGN PLAN. THE FLOOR PLANS AND THE UNIT AREAS DO NOT REFLECT AS-BUILT CONDITIONS.

UNIT 1:

BASEMENT - 1,533 sq. ft.
FIRST FLOOR - 1,626 sq. ft.
GARAGE - 443 sq. ft.

UNIT 2:

BASEMENT - 1,576 sq. ft.
FIRST FLOOR - 1,691 sq. ft.
GARAGE - 417 sq. ft.



DUPLEX BASEMENT PLAN
SCALE 1"=10'

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: AUGUST 2019

SHEET 4 OF 13

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. 2970, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

LEGEND:

-  LIMITED COMMON ELEMENT
-  COMMON ELEMENT

FIRST FLOOR PLAN FOR:

BUILDINGS 1, 3, 5, 14, 16, 17, 18, & 20
BUILDINGS 2, 4, 6, 13, 15, & 19 ARE A MIRROR IMAGE

OWNER:

HARPE DEVELOPMENT, LLC
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

SURVEYOR:

JSD PROFESSIONAL SERVICE, INC.
W23BN1610 BUSSE ROAD, SUITE 100
WAUKESHA, WI 53188

NOTES:

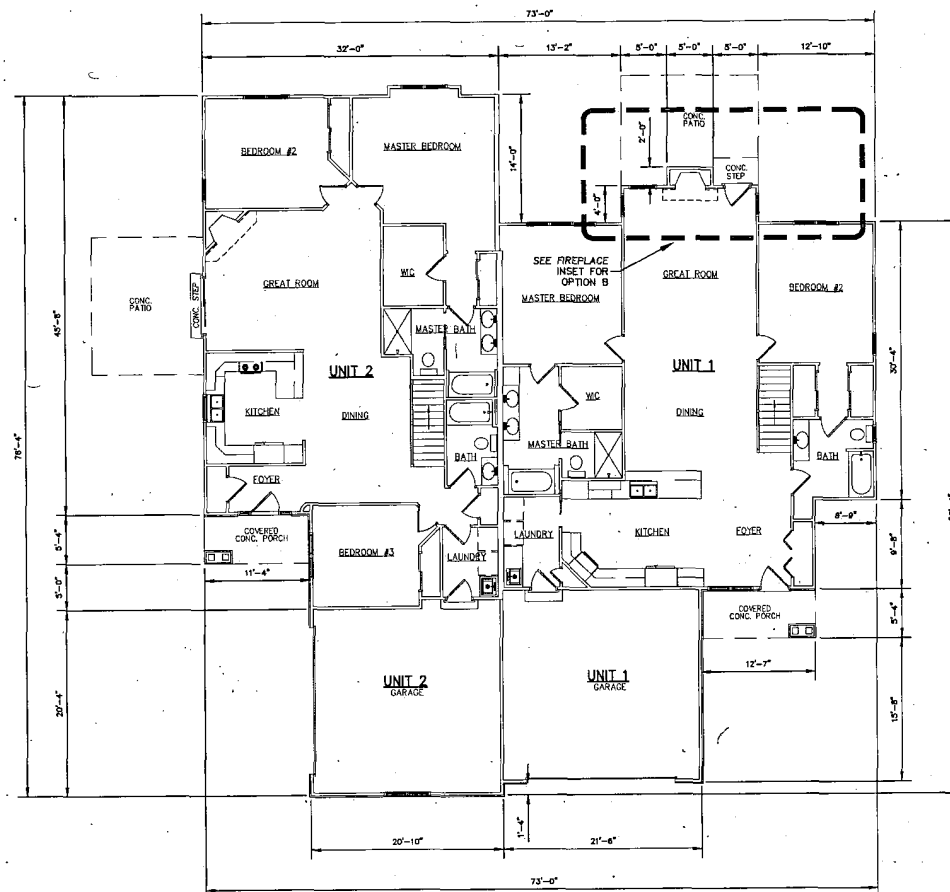
1. ALL AREAS INSIDE OR OUTSIDE THE BUILDING OUTLINE NOT DESCRIBED AS LIMITED COMMON ELEMENTS OR AS A CONDOMINIUM UNIT ARE COMMON ELEMENTS.
2. STOOPS, PATIOS, SIDEWALKS, DECKS, AND DRIVEWAYS, IF ANY ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE ADJACENT UNIT OR UNITS.
3. FLOOR PLANS AND UNIT AREAS OBTAINED FROM HARPE DEVELOPMENT, LLC AND ARE BASED ON DESIGN PLAN. THE FLOOR PLANS AND THE UNIT AREAS DO NOT REFLECT AS-BUILT CONDITIONS.

UNIT 1:

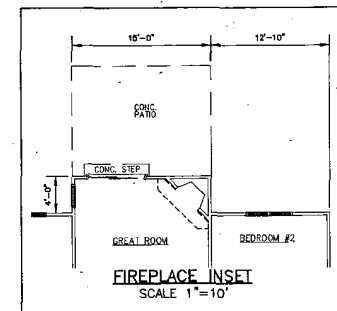
BASEMENT - 1,533 sq. ft.
FIRST FLOOR - 1,626 sq. ft.
GARAGE - 443 sq. ft.

UNIT 2:

BASEMENT - 1,576 sq. ft.
FIRST FLOOR - 1,691 sq. ft.
GARAGE - 417 sq. ft.



DUPLEX FIRST FLOOR PLAN
SCALE 1"=10'



JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: AUGUST 2019

SHEET 5 OF 13

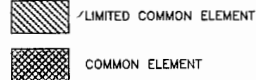
INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. 2910, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

LEGEND:



BASEMENT PLAN FOR:

BUILDINGS 7, 8, 9, 10, 11, & 12

OWNER:

HARPE DEVELOPMENT, LLC
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

SURVEYOR:

JSD PROFESSIONAL SERVICE, INC.
W238N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WI 53188

NOTES:

1. ALL AREAS INSIDE OR OUTSIDE THE BUILDING OUTLINE NOT DESCRIBED AS LIMITED COMMON ELEMENTS OR AS A CONDOMINIUM UNIT ARE COMMON ELEMENTS.

2. STOOPS, PATIOS, SIDEWALKS, DECKS, AND DRIVEWAYS, IF ANY ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE ADJACENT UNIT OR UNITS.

3. FLOOR PLANS AND UNIT AREAS OBTAINED FROM HARPE DEVELOPMENT, LLC AND ARE BASED ON DESIGN PLAN. THE FLOOR PLANS AND THE UNIT AREAS DO NOT REFLECT AS-BUILT CONDITIONS.

UNIT 1:

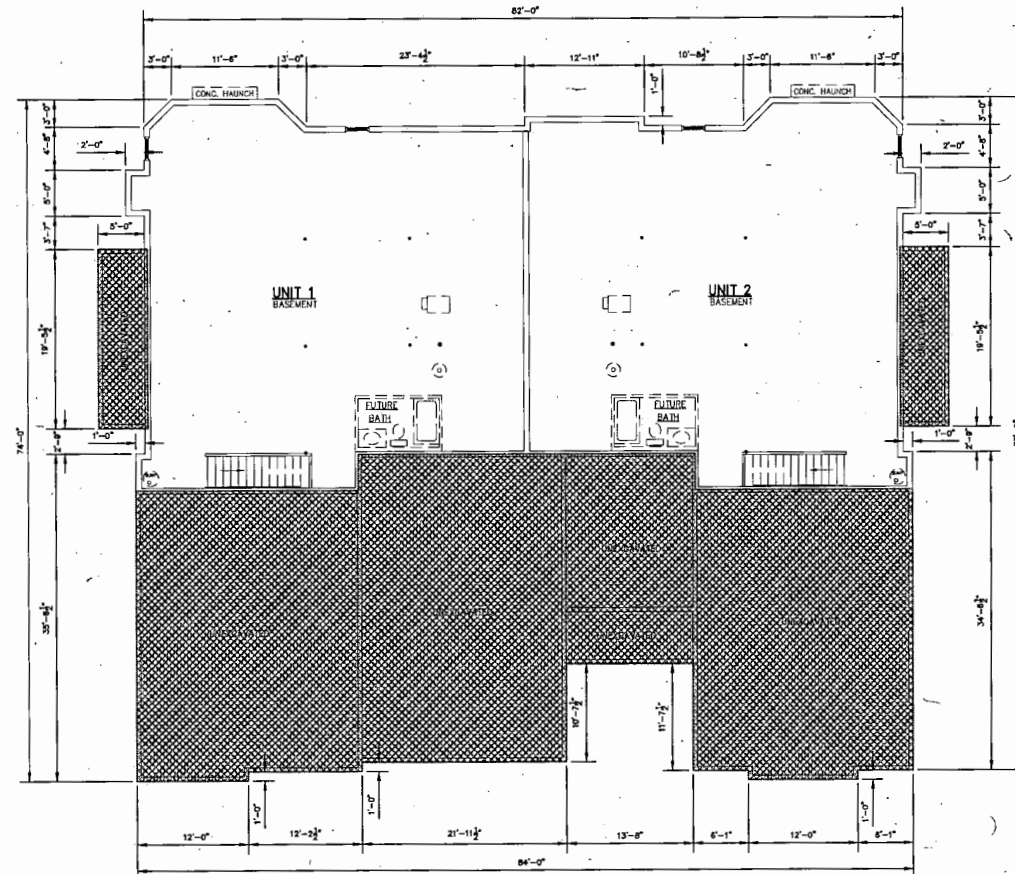
BASEMENT - 1,527 sq. ft.
FIRST FLOOR - 1,617 sq. ft.
GARAGE - 714 sq. ft.

UNIT 2:

BASEMENT - 1,540 sq. ft.
FIRST FLOOR - 1,629 sq. ft.
GARAGE - 709 sq. ft.

UNIT 3:

FIRST FLOOR - 244 sq. ft.
SECOND FLOOR - 2,520 sq. ft.
GARAGE - 714 sq. ft.



3-UNIT BASEMENT PLAN

SCALE 1"=10'

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: AUGUST 2019

SHEET 6 OF 13

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. 2910, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

LEGEND:

-  LIMITED COMMON ELEMENT
-  COMMON ELEMENT

FIRST FLOOR PLAN FOR:

BUILDINGS 7, 8, 9, 10, 11, & 12

OWNER:

HARPE DEVELOPMENT, LLC
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

SURVEYOR:

JSD PROFESSIONAL SERVICE, INC.
W238N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WI. 53188

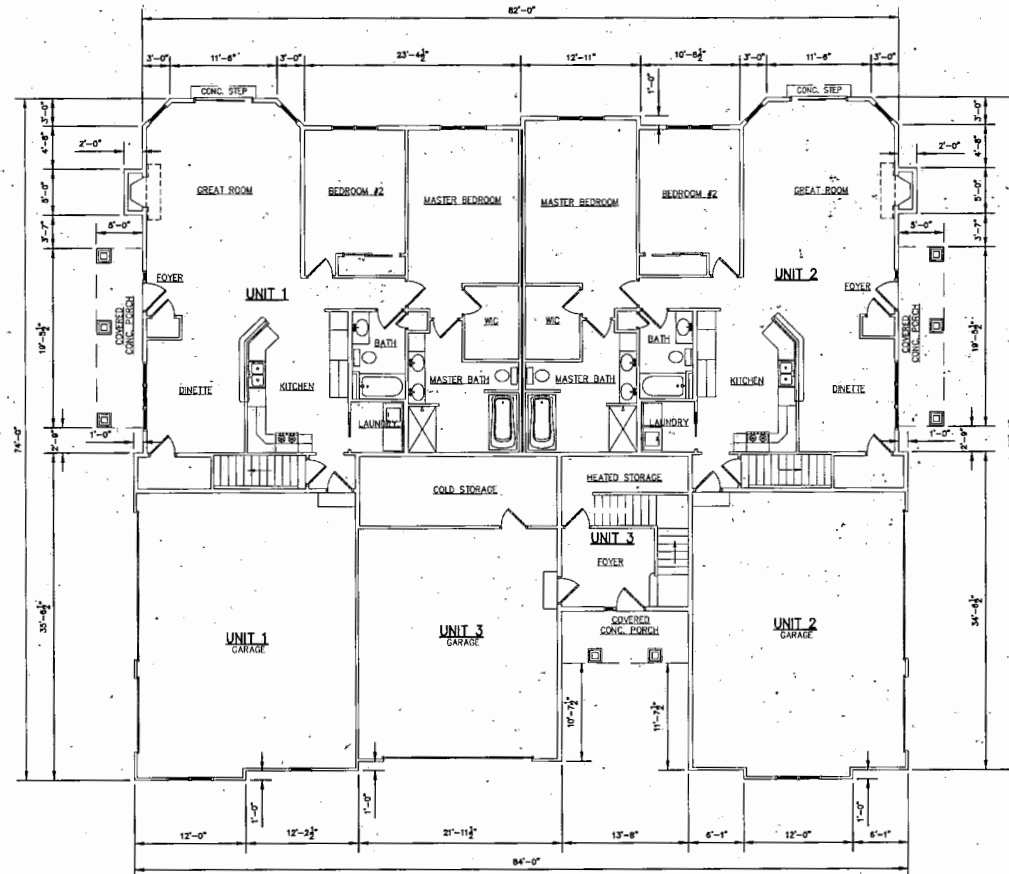
NOTES:

1. ALL AREAS INSIDE OR OUTSIDE THE BUILDING OUTLINE NOT DESCRIBED AS LIMITED COMMON ELEMENTS OR AS A CONDOMINIUM UNIT ARE COMMON ELEMENTS.
2. STOOPS, PATIOS, SIDEWALKS, DECKS, AND DRIVEWAYS, IF ANY ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE ADJACENT UNIT OR UNITS.
3. FLOOR PLANS AND UNIT AREAS OBTAINED FROM HARPE DEVELOPMENT, LLC AND ARE BASED ON DESIGN PLAN. THE FLOOR PLANS AND THE UNIT AREAS DO NOT REFLECT AS-BUILT CONDITIONS.

UNIT 1:
BASEMENT - 1,527 sq. ft.
FIRST FLOOR - 1,617 sq. ft.
GARAGE - 714 sq. ft.

UNIT 2:
BASEMENT - 1,540 sq. ft.
FIRST FLOOR - 1,629 sq. ft.
GARAGE - 709 sq. ft.

UNIT 3:
FIRST FLOOR - 244 sq. ft.
SECOND FLOOR - 2,520 sq. ft.
GARAGE - 714 sq. ft.



3-UNIT FIRST FLOOR PLAN

SCALE 1"=10'

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: AUGUST 2019

SHEET 7 OF 13

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738-

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. 290, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

LEGEND:

-  LIMITED COMMON ELEMENT
-  COMMON ELEMENT

SECOND FLOOR PLAN FOR:

BUILDINGS 7, 8, 9, 10, 11, & 12

OWNER:

HARPE DEVELOPMENT, LLC
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

SURVEYOR:

JSD PROFESSIONAL SERVICE, INC.
W238N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WI 53188

NOTES:

1. ALL AREAS INSIDE OR OUTSIDE THE BUILDING OUTLINE NOT DESCRIBED AS LIMITED COMMON ELEMENTS OR AS A CONDOMINIUM UNIT ARE COMMON ELEMENTS.

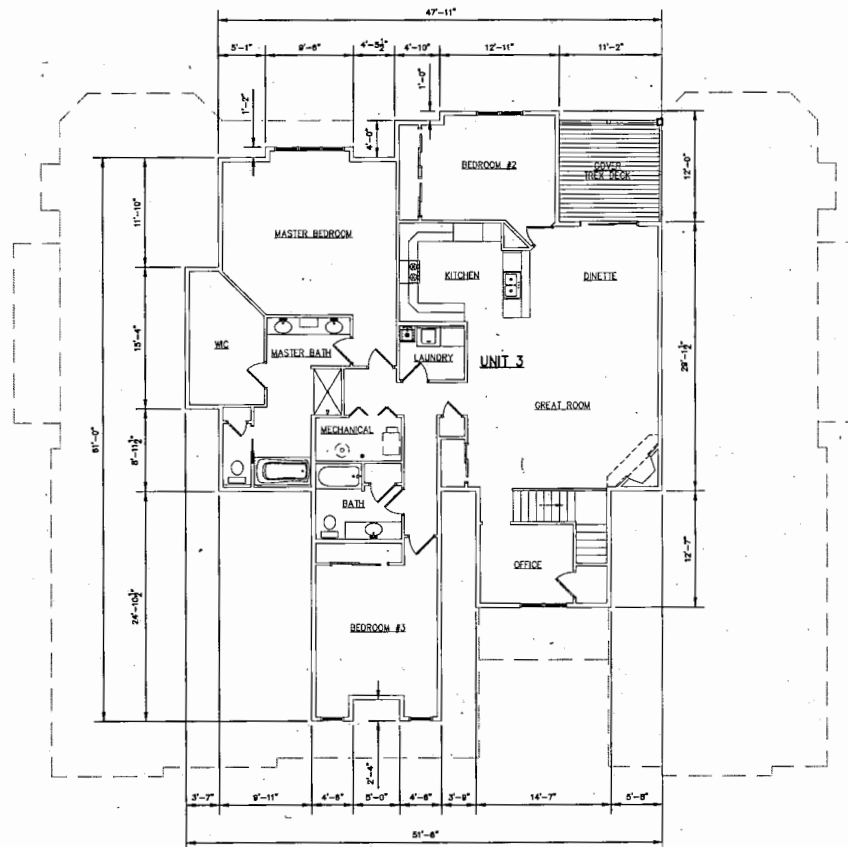
2. STOOPS, PATIOS, SIDEWALKS, DECKS, AND DRIVEWAYS, IF ANY ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE ADJACENT UNIT OR UNITS.

3. FLOOR PLANS AND UNIT AREAS OBTAINED FROM HARPE DEVELOPMENT, LLC AND ARE BASED ON DESIGN PLAN. THE FLOOR PLANS AND THE UNIT AREAS DO NOT REFLECT AS-BUILT CONDITIONS.

UNIT 1:
BASEMENT - 1,527 sq. ft.
FIRST FLOOR - 1,617 sq. ft.
GARAGE - 714 sq. ft.

UNIT 2:
BASEMENT - 1,540 sq. ft.
FIRST FLOOR - 1,629 sq. ft.
GARAGE - 709 sq. ft.

UNIT 3:
FIRST FLOOR - 244 sq. ft.
SECOND FLOOR - 2,520 sq. ft.
GARAGE - 714 sq. ft.



3-UNIT SECOND FLOOR PLAN

SCALE 1"=10'

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: AUGUST 2019

SHEET 8 OF 13

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. 2910, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATIONS AND EASEMENTS PROVISIONS

1. The fee interest in the areas shown as a Dedicated Public Street (A) on this Condominium Plat (104th and 105th Streets, 65th Avenue and Old Green Bay Road) were dedicated, given, granted and conveyed by the previous land owner with additional easements granted by Village Development, LLC (referred to as the "Developer") to the Village of Pleasant Prairie, its successors and assigns (the "Village") by Certified Survey Map No. _____ (CSM) for the construction, installation, repair, alteration, replacement, planting and maintenance of public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, bike trails and lanes, sidewalks, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, right-of-way landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such fee interest is subject to the following: (1) a temporary nonexclusive easement coextensive with the areas of each such Dedicated Public Street, hereby retained by the Developer for the construction, installation, repair, replacement and maintenance of such public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, right-of-way landscaping and for all related ingress and egress pursuant to a Development Agreement entered into between the Developer and the Village dated as of _____ (subject to the rights of the Village to perform the same functions); and (2) a nonexclusive easement hereby reserved by the Developer for the Green Bay Trail Condominium Association, LLC (Condominium Association) or Owners of the Lots shown on said CSM which are adjacent to each such Dedicated Public Street for the required planting, mowing, watering and maintenance of grass within the grassy terrace area, for the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of sidewalks, in the area between the roadway and the Lots for the replanting, watering and maintenance of trees in the right-of-way; and for the construction, installation, repair, replacement, maintenance and use of such condominium driveways in the area between the roadway and the Lots as are approved by the Village and as will not interfere with the public improvements, uses and purposes of the Village (all subject to the rights of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions). In the event of any conflict between the rights of the Village under its fee interest in the Dedicated Public Streets and the rights of the Developer, or of the Owners of any of the Lots, or of the Condominium Association pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior.

The Developer shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement, planting, and maintenance of the public street improvements and private driveway improvements, including, without limitation, pavement, curbs and gutters, street signs and lights, public sanitary sewer system improvements, public water system improvements, public storm water and drainage system improvements, mailboxes, bike trails and lanes, street trees, open space areas, private planting areas, utility and communication and for all related ingress and egress referred to herein, in accordance with the terms and conditions of the Planned Unit Development Ordinance on file with the Village Clerk, until (1) with respect to those of the foregoing responsibilities for which the Condominium Association shall be responsible pursuant to the Green Bay Trail Condominium By-Laws, Condominium Declaration, or said CSM, the Developer transfers the responsibilities to the Condominium Association; and (2) with respect to the remainder of the foregoing public underground infrastructure responsibilities, the public sanitary sewer system improvements, public water system improvements, and public storm sewer and drainage system improvements that are required to be constructed by the Developer pursuant to the PUD Ordinance on file with the Village Clerk, will be constructed by the Developer and inspected by, dedicated to and accepted by the Village.

2. A perpetual nonexclusive easement coextensive with the cul-de-sac area shown as a Dedicated Private Street, Access and Maintenance Easement (B) on said CSM as 66th Court is hereby dedicated, given, granted and conveyed by the Developer to the Village, its successors and assigns for the construction, installation, repair, alteration, replacement, planting and maintenance of private street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such easement is subject to the following: (1) a temporary nonexclusive easement coextensive with the Private Street, hereby retained by the Developer for the construction, installation, repair, replacement and maintenance of such private street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, landscaping and for all related ingress and egress pursuant to a Development Agreement entered into between the Developer and the Village (subject to the rights but not the obligations of the Village to perform the same functions); and (2) the fee interest as a Common Area hereby granted by the Developer to the Green Bay Trail Condominium Association, LLC (Condominium Association) or Owners of the Lots shown on said CSM which are adjacent to the Private Street for the required repair, alteration, replacement, planting and maintenance of private street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, planting, mowing, watering and maintenance of grass within the grassy terrace area, for the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of sidewalks; and for the construction, installation, repair, replacement, maintenance and use of such condominium driveways in the area between the roadway and the buildings as are approved by the Village and as will not interfere with the uses and purposes of the Village (all subject to the rights but not the obligations of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions). In the event of any conflict between the rights of the Village under its easement interest in the Private Street Improvements and the rights of the Developer, or of the Condominium Association or Owners of any of the Lots pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior.

The Developer shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement, planting, snowplowing, and maintenance of the Private Street Improvements and private driveway improvements, including, without limitation, pavement, curbs and gutters, street signs and lights, public sanitary sewer system improvements, public water system improvements, private storm water and drainage system improvements, mailboxes, sidewalks, street trees, private

planting areas, utility and communication and for all related ingress and egress referred to herein, in accordance with the terms and conditions of the Planned Unit Development Ordinance on file with the Village Clerk, until (1) with respect to those of the foregoing responsibilities for which the Condominium Association shall be responsible pursuant to the Green Bay Trail Condominium By-Laws, Condominium Declaration, or said CSM, the Developer transfers the responsibilities to the Condominium Association; and (2) with respect to the remainder of the foregoing public underground infrastructure responsibilities, the public sanitary sewer system improvements and public water system improvements that are required to be constructed by the Developer pursuant to the PUD Ordinance on file with the Village Clerk, will be inspected by, dedicated to and accepted by the Village.

3. Perpetual nonexclusive easements coextensive with the areas shown as Dedicated 12' or 15' Utility, Access and Maintenance Easement (C) areas on said CSM were dedicated, given, granted and conveyed by the Developer (the "Grantor") to WE Energies, AT&T, Spectrum and Time Warner Cable Inc. and their respective successors and assigns (collectively, the "Utility and Communications Grantees") by said CSM for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the Condominium Development, (or portions thereof) shown on said CSM and for any related ingress and egress. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Prior to the installation of the utility cables and related appurtenances, the elevation of the existing ground surface within the utility easement areas shall not be altered by more than four (4) inches of final grade without the written approval of Utility and Communications Grantees. The Grantor shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the condition existing prior to installing such utilities within the utility easement areas on which such easements are located as does not interfere with the purpose of the utility and communications easements and the use of such easements by the Utility and Communications Grantees, unless a separate agreement is entered into between the Grantor and the Grantee that transfers the responsibilities to the Utility and Communications Grantees. No buildings, fences, driveway or parking areas, or structures of any kind shall be placed within the utility and communication easement areas without the prior written approval of the Utility and Communications Grantees.

The Village generally allows private utilities, including but not limited to electric and communications facilities, to be installed in public street right-of-ways with prior written approval from the Village, subject to the requirements of applicable Village ordinances and the requirements of such public utility and purposes of the Village. Further, each individual private utility, electric or communications company shall be responsible for promptly restoring the public street areas and public highway areas to their pre-existing condition, at its own cost, after any use of such areas. In the event the private companies do not restore the easement areas to a vegetatively stabilized condition, the Developer shall be ultimately responsible for the costs of such restoration and may pursue its remedies against the respective utility company(s). Under no circumstances shall any private utility, electric or communications company conduct any open cutting of public roadways after the crushed aggregate base course is installed without prior written approval of the Village. Any such private utility or communications facilities shall be promptly relocated, at the cost of the individual utility, electric or communications company, upon written request of the Village, to serve the public functions and purposes of the Village in the public street area. In the event of any conflict between the rights of the Village and the rights of the private utility, electric or communications company in such public street areas, the Village's rights shall be deemed to be superior.

4. Perpetual nonexclusive easements coextensive with the areas shown as Dedicated 10', 20', 25', 30', 32', & 35' Storm Water Drainage, Access and Maintenance Easement (D) areas on said CSM were dedicated, given, granted, and conveyed by the Developer to the Village by said CSM for storm water management and drainage purposes, private drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance purposes and ingress and egress. These storm water drainage easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting care and pavement maintenance responsibilities of the easement areas which shall be imposed and required by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or said CSM as will not interfere with the improvements, uses and purposes of the Village; and (3) such future driveway, parking area or other uses of the easement as may be approved by the Village but shall be subject to replacement or maintenance by the Condominium Association. There shall be no structures placed within said easement areas, which obstructs, redirects or impedes drainage flows within the Development pursuant to Paragraph 1 of the Restrictive Covenants on said CSM. In the event of any conflicts between the rights of Developer, the rights of the Village pursuant to these easements and the rights of the Condominium Association or their Owner(s) or entities with respect to the private Dedicated 10', 20', 25', 30', 32', & 35' Storm Water Drainage, Access and Maintenance Easement areas, the Village's rights under these easements shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to these easements, the Village shall have no obligation to do anything pursuant to its rights under these easements. The Developer shall be responsible for all costs associated with the construction and maintenance of private drainage ways improvements contained within these nonexclusive easements until such time as the property is transferred in ownership and such maintenance responsibility is transferred to the Condominium Association, at which time the Condominium Association shall be responsible for maintenance to the satisfaction of the Village and to the extent required by the Restrictive Covenants on said CSM.

5. A nonexclusive easement coextensive with the area shown as a Dedicated for Storm Water, Drainage, Retention Basin, Open Space, Access and Maintenance Easement (E) to the Condominium Owner's Association on said CSM was dedicated, given, granted, and conveyed by the Developer to the Village by said CSM for storm water management and drainage purposes, public drainage ways, retention basin and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance purposes and ingress and egress. This storm water drainage and retention basin easement shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and storm water maintenance responsibilities of the easement area which shall be imposed and required by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or said CSM upon the Condominium Association as will not interfere with the improvements, uses and purposes of the Village; and (3) such future uses of the easement as may be approved by the Village. There shall be no structures placed within said easement area, which obstructs, redirects or impedes drainage flows within the Development pursuant to the Restrictive Covenants on said CSM. In the event of any conflict between the rights of Developer, the rights of the Village pursuant to this easement and the rights of the Condominium Association or their Owner(s) or entities with respect to the Dedicated Storm Water, Drainage, Retention Basin, Open Space,

Access and Maintenance Easement area, the Village's rights under this easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to this easement, the Village shall have no obligation to do anything pursuant to its rights under this easement.

The Developer shall be responsible for all costs associated with the construction and maintenance of all of the public and private drainage way improvements and the retention basin contained within this nonexclusive easement until such time as the Common Area property is transferred in ownership and such maintenance responsibility is transferred to the Condominium Association, at which time the Condominium Association shall be responsible for the retention basin and drainage structure maintenance to the extent required by the Restrictive Covenants on said CSM or as may be required by applicable Village Ordinances.

6. Easements coextensive with each area shown on said CSM as a Dedicated Monument Signage, Access and Maintenance (F) Easement is hereby dedicated, given, granted and conveyed by the Developer to the Village by said CSM for the purpose of monument signage installation, maintenance, removal and replacement; installation and replacement of lighting; planting and installation of trees, shrubs and other landscape elements and all related ingress and egress, grading, replacement and maintenance activities. These Monument Signage, Access and Maintenance Easements shall be exclusive except for the same easement rights in this Condominium Development hereby retained by the Developer for purposes of signage, installation, maintenance, removal and replacement; installing and replacing lighting; planting and installing trees, shrubs, and other landscape elements and all related ingress and egress; grading, replacement and maintenance activities. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements.

7. The fee interest in the Common Areas shown on said CSM are hereby dedicated, given, granted and conveyed by the Developer to the Condominium Association, its successors and assigns and successors-in-title by said CSM. Such fee interest is subject to the following: (1) temporary nonexclusive easements coextensive with the entire property, that is hereby retained by the Developer for the rough and final grading, topsoiling, and seeding; the construction, installation, repair, alteration, replacement and maintenance of storm water, drainage, retention basin improvements; the installation, alteration and maintenance of signage, lighting, fencing, landscaping and planting, for all related ingress and egress within easement areas, and for tree protection and preservation and within easement areas. In the event of any conflict between the rights of the Condominium Association under its fee interest in the Common Areas or the rights of the Developer, or the rights of the Village, pursuant to the fee interest in the easements retained herein, the rights of the Village shall be deemed to be superior. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements.

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: AUGUST _____, 2019

SHEET 9 OF 13

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

A CONDOMINIUM

DEDICATIONS AND EASEMENTS PROVISIONS (con't.)

- Perpetual nonexclusive easements coextensive with the areas shown as Dedicated 25' or 35' Landscaping, Storm Water Drainage, Access and Maintenance Easement (L) areas on said CSM are dedicated, given, granted, and conveyed by the Developer to the Village by said CSM for grading, leveling, landscaping, planting, and for water management, and drainage purposes, private drainage ways, and for all related rights and purposes, including, without limitation, the right to install, replace, alter, repair, maintain, and improve drainage systems, structures, and equipment, including, without limitation, storm water drainage easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and pavement maintenance responsibilities of the easement areas which shall be imposed and required by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or said CSM as will not be prejudicial to the improvement of the easement areas; and (3) such future driveway, parking area or other uses of the easement as may be approved by the Village but shall be subject to replacement or maintenance by the Condominium Association. There shall be no structures placed within said easement areas, which obstructs, redirects or impedes drainage flows within the Development pursuant to Paragraph 1 of the Restrictive Covenants on said CSM. In the event of any conflicts between the rights of Developer, the rights of the Village pursuant to these easements and the rights of the Condominium Association, then the Order of priority shall be: (i) the Village, (ii) the Developer, (iii) the Green Bay Trail Condominium Association, and the Village's rights under these easements shall be deemed to be superior. Unless the Village exercises its rights granted to it hereunder with respect to these easements, the Village shall have no obligation to do anything pursuant to its rights under these easements. The Developer shall be responsible for all costs associated with the construction and maintenance of private drainage way improvements contained within these nonexclusive easements under the terms and conditions of the Green Bay Trail Condominium Association, LLC (Condominium Association) and the Village, and the Village shall be responsible for the maintenance, repair, replacement, and improvement of the easement areas, at which time the Condominium Association shall be responsible for maintenance to the satisfaction of the Village and to the extent required by the Restrictive Covenants on said CSM.
15. *Nonexclusive easements coextensive with the Dedicated Street Tree. Access and Maintenance Easement (M) areas shown said CSM were dedicated, given, granted and conveyed by the Developer to the Village by said CSM for two planting uses and CSM was dedicated, given, granted and conveyed by the Developer to the Village by said CSM for, planting, care, alteration, replacement, and maintenance activities. These easements shall be nonexclusive and shall be subject to coextensive easements and responsibilities granted herein for such use, planting, care and maintenance responsibilities which shall be imposed by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or said CSM upon the Condominium Association, and shall not interfere with the uses and purposes, of the Village, and is permitted by the applicable Village Ordinances.*
16. *A perpetual nonexclusive easement coextensive with the sidewalk area shown as a Dedicated Public Sidewalk, Access and Maintenance Easement (N) on said CSM is hereby dedicated, given, granted and conveyed by the Developer to the Village, its successors and assigns for the construction, installation, repair, alteration, replacement, planting and maintenance of public street improvements, uses and purposes, including, without limitation, sidewalks, landscaping, and for all related rights and egress, construction, installation, repair, alteration, replacement, planting, replanting, maintenance activities. Such easement is subject to the following: (1) a temporary nonexclusive easement coextensive with the public sidewalk, hereby retained by the Developer for the construction, installation, repair, replacement and maintenance of such public sidewalk improvements, uses and purposes, including, without limitation, sidewalks, landscaping, and for all related rights and egress pursuant to a Development Agreement entered into between the Developer and the Village (subject to the rights but not the obligations of the Developer to perform the construction, installation, repair, replacement and maintenance of such public sidewalk improvements, uses and purposes, including, without limitation, sidewalks, landscaping, planting, mowing, watering and maintenance of grass within the grassy terrace area. For the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of sidewalks (all subject to the rights but not the obligations of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions). In the event of any conflict between the rights of the Village under its easement interest in the Public Sidewalk Improvements and the rights of the Developer, or of the Condominium Association or Owners of any of the Lots pursuant to the easements retained herein the rights of the Village shall be deemed to be superior.*
- The Developer shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement, planting, replanting, and maintenance of the Public Sidewalk Improvements and for all related rights and egress referred to herein, in accordance with the terms and conditions of the Planned Unit Development Ordinance on file with the Village, until: (i) with respect to those of the foregoing responsibilities for which the Condominium Association shall be responsible pursuant to the Green Bay Trail Condominium Association, LLC (Condominium Association) and the Village, and the Village shall be responsible for the maintenance, repair, replacement and improvement of the easement areas, at which time the Condominium Association shall be responsible for maintenance to the satisfaction of the Village and to the extent required by the Restrictive Covenants on said CSM; and (ii) with respect to the remainder of the foregoing public underground infrastructure responsibilities, the public sidewalk improvements that are required to be constructed by the Developer pursuant to the PUD Ordinance on file with the Village Clerk, will be inspected, by, dedicated to and accepted by the Village.
17. *A perpetual nonexclusive easement coextensive with the cul-de-sac area shown as a Dedicated Temporary Public Street, Access and Maintenance Easement (O) on said CSM is hereby dedicated, given, granted and conveyed by the Developer to the Village, its successors and assigns and the future developer/contractor for the construction, installation, repair, alteration, replacement, planting and maintenance of public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, street lights, sanitary sewerage system improvements, water system improvements, storm water drainage system improvements, and for all related rights and purposes, including, without limitation, the right to install, replace, alter, repair, maintain, and improve drainage systems, structures, and equipment, including, without limitation, storm water drainage easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and pavement maintenance responsibilities of the easement areas which shall be imposed and required by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or said CSM as will not be prejudicial to the improvement of the easement areas; and (3) such future driveway, parking area or other uses of the easement as may be approved by the Village but shall be subject to replacement or maintenance by the Condominium Association. There shall be no structures placed within said easement areas, which obstructs, redirects or impedes drainage flows within the Development pursuant to Paragraph 1 of the Restrictive Covenants on said CSM. In the event of any conflicts between the rights of Developer, the rights of the Village pursuant to these easements and the rights of the Condominium Association, then the Order of priority shall be: (i) the Village, (ii) the Developer, (iii) the Green Bay Trail Condominium Association, and the Village's rights under these easements shall be deemed to be superior. Unless the Village exercises its rights granted to it hereunder with respect to these easements, the Village shall have no obligation to do anything pursuant to its rights under these easements. The Developer shall be responsible for all costs associated with the construction and maintenance of private drainage way improvements contained within these nonexclusive easements under the terms and conditions of the Green Bay Trail Condominium Association, LLC (Condominium Association) and the Village, and the Village shall be responsible for the maintenance, repair, replacement, and improvement of the easement areas, at which time the Condominium Association shall be responsible for maintenance to the satisfaction of the Village and to the extent required by the Restrictive Covenants on said CSM.*

The Developer shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement, planting, mowing/planning, and maintenance of the Private Street Improvements and private driveway improvements, including, without limitation, pavement, curbs and gutters, street signs and lights, and secondary sewer system improvements, all of which are necessary to improve the appearance and safety of the Private Street. The Developer shall be responsible for providing adequate lighting, planting, and planting areas, utility and communication and for all related signs and signs referred to herein, in accordance with the terms and conditions of the Planned Unit Development Ordinance on file with the Village Clerk, until: (i) with respect to the lighting system, the Village Clerk certifies that the lighting system is in compliance with the Village Code; and (ii) with respect to the landscaping, the Village Clerk certifies that the landscaping is in compliance with the Village Code. Pursuant to the PUD Ordinance on file with the Village Clerk, will be inspected by, dedicated to and accepted by the Village.

The Developer shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement, painting, stopworking, and maintenance of the Public Sidewalk Improvements and for all related signage and signs referred to herein, in accordance with the terms and conditions of the Planned Unit Development Ordinance on file with the Village Clerk, until: (i) with respect to those of the foregoing responsibilities for which the Condominium Association shall be responsible pursuant to the Green Bay Trail Condominium By-Laws, Condominium Declaration, or said CSM, the Developer transfers the responsibility to the Condominium Association; and (ii) with respect to the remainder of the foregoing responsibilities, the Developer transfers the responsibility to the Village Clerk. The Village Clerk shall be responsible for the design and infrastructure responsibilities, the public sidewalk improvements that are required to be constructed by the Developer pursuant to the PUD Ordinance on file with the Village Clerk, will be inspected by, dedicated to and accepted by the Village.

17. A perpetual nonexclusive easement cooperative with the cul-de-sac area shown as a *Dedicated Temporary Public Street*, Access and Maintenance Easement (O) on and CSM is hereby dedicated, given, granted and conveyed by the Developer to the Village, its successors and assigns and the future developer/contractor for the construction, installation, repair, alteration, replacement, planning and maintenance of public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, street lights, sanitary sewerage system improvements, water system improvements, drainage and drainage structures, utility and communications facilities, landscaping and other amenities. For related ingress and egress, construction, installation, repair, alteration, replacement, planning and maintenance activities, such easement is subject to the following: (1) a temporary nonexclusive easement coextensive with the temporary Public Street, hereby retained by the Developer for the construction, installation, repair, replacement and maintenance of such private street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, street lights, sanitary sewerage system improvements, water system improvements, drainage and drainage structures, utility and communications facilities, landscaping and other amenities; and (2) the right of ingress, egress and exit for all related ingress and egress pursuant to the easement.

DATE: AUGUST 2019

SHEET 10 OF 13

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. 290, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

Harpe Development, LLC together with its successors, assigns and successors-in-title of the property referred to as the "Developer" hereby covenants that the Green Bay Trail Condominium Owners Association, LLC (the "Condominium Association") shall have the obligation to maintain the drainage system and drainage facilities located within the "Maintenance Easement Area" such as CSM in functional, neat and nuisance-free condition to handle storm water and drainage in this Development. Such maintenance shall include, as needed, grading, seeding or sodding around the area of the retention basin, maintaining, removing and replacing any drainage structures leading into or out of the basin, removing of any debris or vegetation from the drainage system, cleaning and repairing any drainage structures, and replacing the fountain in the retention basin, removing trash, debris, leaves, and brush, mowing, and weeding to prevent nuisance. No driveways, fences, or structures shall be erected within the storm water drainage and retention basin area. The drainage blockage or obstruction of the drainage system shall be removed at the expense of the owner. The written approval is granted by the Village and subject to any such conditions as the Village may impose.

To the extent that the Village performs any such storm water drainage, retention basin, maintenance activities, the Owner, which may be the Developer or the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedication statements on said CSM with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under this easement.

- This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of the Storm Water, Drainage, Access and Maintenance Easement area obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

3. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining all Common Areas in a clean, mowed, planted, maintained and weed-free condition. Such maintenance shall include without limitation and as needed, reroofing, mowing, weeding, planting, watering, and removal of trash, debris, leaves, and brush in order to prevent a nuisance condition. Except as shown on the Plat, no driveways, signage, parking areas, structures, or fences shall be erected within the Common Areas which might interfere with the Village or Utility and Communication Companies easement rights, unless express written approval is granted by the Village and the Utility and Communication Grantees and subject to any conditions as the Village may impose.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these Common Area maintenance obligations pertaining to *maintenance activities upon transfer* of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation and to the satisfaction of the Village.

5. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining the sidewalks, street trees and gassy areas planted in the Dedicated Public Street along 105th Street and 65th Avenue within this Condominium Development and 104th Street and Old Green Bay Road located outside of but adjoining this Condominium Association. Such maintenance shall include, but not be limited to, the following: (a) watering and fertilizing the re-planting, placing mulch around the street trees and weeding to prevent noxious conditions; the mowing and watering in the grass; terrace areas of the street yard areas located between the street pavement and the right-of-way line and the ice removal and clearing of the snow from the sidewalks and street trees and gassy areas; and (b) the maintenance of the street trees and gassy areas or might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. Any street trees that are or are damaged by vandalism or other calamity shall be replaced and the Village may require the Developer or the Condominium Association within 60 days of notification from the Village, to replace any street trees damaged.

To the extent that the Village performs any such sidewalk snow removal or maintenance, street tree or street yard maintenance activities, the Lot Owners, which may be the Developer or the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on said CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

6. The Developer hereby covenants that the Condominium Association shall be responsible for: (i) all costs associated with the repair, alteration, replacement, planting, and maintenance of the private driveway improvements, including, without limitation, pavement, curbs and gutters, street signs and lights, if any, adjacent to such private streets, mailboxes, sidewalks, street terrace areas, street trees, planting areas, snowplowing and utility and communication facilities in accordance with the Village approved plans and specifications and, (ii) the payment of the costs of electricity and maintenance for street lights located in the Dedicated Public Street area after the required public street and street light improvements have been constructed by We Energies and accepted by the Village.

These covenants shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these obligations pertaining to private driveway improvements upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any of the maintenance responsibilities, the Lot Owners, which may be the Developer or the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on said CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

7. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining the Dedicated 25' or 35' Landscaping, Storm Water Drainage, Access and Maintenance Easement, the Dedicated 10' Street Tree, Access and

To the extent that the Village owns forms any such landscaping or storm water drainage, or street tree maintenance activities, the Owner, which may be the Developer or the Condominium Association shall be liable for any costs which may be incurred by the Village which the Village may recover from such Owners as special assessments or special charges under Section 66.027 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on the CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

8. The Developer covenants that the 30' Dedicated Public Water Main and Sanitary Sewer Main, Access and Maintenance Easement shown in 6601 Court on said CSDEM hereby places a restrictions because of the location of this water main and sanitary sewer main easement which was given, granted and conveyed by the Developer to the Village for public water and sanitary sewer service to the property. The Developer covenants that the easement shall be used for the purpose of ingress construction, installation, repair, alteration, replacements, planting and maintenance activities to serve the Development as referenced in the Dedications and Easements language on the CSDEM. The Developer further covenants that there shall be no other use, encumbrance, or interference with the easement for any other purpose than that intended by the Developer. Furthermore, if the Village allows for the placement of a private roadway, private driveways, or landscaping within the water main and sanitary sewer main easement areas granted to the Village and in the event that the Village exercises its right to remove, install or replace any utility or structure within the easement, the Developer shall be responsible for the cost of the property, not the Village, shall be responsible for any and all costs associated with the removal and or replacement of said private roadway, private driveways, or landscaping placed within the easement. This covenant shall run with the land, shall be enforceable by the Owner of the property, shall be enforceable in-kind of the property, in their capacity as Owners of this property, and shall benefit and be enforceable by the Village.

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. ²⁹¹⁰, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27,
TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

RESTRICTIVE COVENANTS (con't)

9. The Developer covenants that the 20' x 20', 50' x 20' and 150' x 100' Vision Triangle Easement areas shown on said CSM places restrictions on said areas in order to maintain a clear sight line of vision at each intersection. There shall be no obstructions, such as, but not limited to, structures, signage, fences or vehicular parking, or vegetation, within the Vision Triangle Easement between the heights of 2' and 10' unless approved by the Village and/or the Department of Transportation (WI DOT) as it applies to State Trunk Highway 165. This restriction is for the benefit of the public and shall be enforceable by the Village and WI DOT.
10. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining the Dedicated Monument Signage, Access and Maintenance Easement areas on said CSM that were dedicated, given, granted and conveyed by the Developer to the Village on said CSM for the purpose of monument signage installation, maintenance, removal and replacement; installation and replacement of lighting; planting and installation of trees, shrubs and other landscape elements and all related ingress and egress, grading, replacement and maintenance activities. These Monument Signage, Access and Maintenance Easements shall be exclusive except for the same easement rights in this Condominium Development hereby retained by the Developer for purposes of signage, installation, maintenance, removal and replacement; installing and replacing lighting; planting and installing trees, shrubs, and other landscape elements and all related ingress and egress; grading, replacement and maintenance activities. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements.

These covenants shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these obligations pertaining to monument signage improvements upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any of the maintenance responsibilities, the lot owners, which may be the Developer or the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on said CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: AUGUST 2019

SHEET 12 OF 13

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. 2-910, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE

HARPE DEVELOPMENT, LLC, A WISCONSIN LIMITED LIABILITY COMPANY, DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID COMPANY CAUSED THE ABOVE LAND, TO BE SURVEYED, MAPPED AND DEDICATED AS REPRESENTED ON THIS MAP, IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 703 OF THE WISCONSIN STATUTES AND THE VILLAGE OF PLEASANT PRAIRIE LAND DIVISION AND DEVELOPMENT CONTROL ORDINANCE.

HARPE DEVELOPMENT, LLC DOES FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY SECTION 703 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL, OR OBJECTION.

1. VILLAGE OF PLEASANT PRAIRIE

IN WITNESS WHEREOF, THE SAID HARPE DEVELOPMENT, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY DUSTIN R. HARPE AND CORY HARPE, MEMBERS OF SAID HARPE DEVELOPMENT, LLC, ON THIS _____ DAY OF _____ 2019.

DUSTIN R. HARPE _____ Date
MEMBER

CORY HARPE _____ Date
MEMBER

NOTARY CERTIFICATE

STATE OF WISCONSIN) SS
COUNTY OF KENOSHA)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____ 2019, DUSTIN R. HARPE AND CORY HARPE, MEMBERS OF SAID HARPE DEVELOPMENT, LLC, ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH MANAGERS OF SAID COMPANY.

NOTARY PUBLIC: _____

PRINT NAME: _____

MY COMMISSION EXPIRES: _____

CONSENT OF CORPORATE MORTGAGEE CERTIFICATE

COMMUNITY STATE BANK, UNION GROVE, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEYING, MAPPING, AND DEDICATION OF THE LAND DESCRIBED ON THIS PLAT, AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE OF DUSTIN R. HARPE AND CORY HARPE, MEMBERS OF HARPE DEVELOPMENT, LLC.

IN WITNESS WHEREOF, THE SAID COMMUNITY STATE BANK, UNION GROVE HAS CAUSED THESE PRESENTS TO BE SIGNED THIS _____ DAY OF _____ 2019.

_____(signature)
_____(print name)
_____(title)

NOTARY CERTIFICATE

STATE OF WISCONSIN) SS
COUNTY OF KENOSHA)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____ 2019, THE FOREGOING INSTRUMENT AS SUCH _____

NOTARY PUBLIC: _____

PRINT NAME: _____

MY COMMISSION EXPIRES: _____

VILLAGE BOARD CERTIFICATE

WE HEREBY CERTIFY THAT THE CONDOMINIUM PLAT OF GREEN BAY TRAIL, IN THE VILLAGE OF PLEASANT PRAIRIE, SUBMITTED FOR APPROVAL BY HARPE DEVELOPMENT, LLC, DEVELOPER OF SAID LANDS, WAS APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF PLEASANT PRAIRIE ON THIS _____ DAY OF _____ 2019, BY RESOLUTION NO. _____, AND THAT ANY AND ALL CONDITIONS OF SUCH APPROVAL HAVE BEEN SATISFIED.

BY: _____
JOHN P. STEINBRINK
VILLAGE PRESIDENT

ATTESTED TO BY: _____
JANE C. SNELL
VILLAGE CLERK

NOTARY CERTIFICATE

STATE OF WISCONSIN) SS
COUNTY OF KENOSHA)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____ 2019, JOHN P. STEINBRINK AND JANE C. SNELL ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH _____

NOTARY PUBLIC: _____

PRINT NAME: _____

MY COMMISSION EXPIRES: _____

VILLAGE TREASURER'S CERTIFICATE

STATE OF WISCONSIN) SS
COUNTY OF KENOSHA)

I, KATHLEEN M. GOESSL, BEING THE DULY QUALIFIED AND ACTING TREASURER OF THE VILLAGE OF PLEASANT PRAIRIE, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF THIS _____ DAY OF _____ 2019, AFFECTING THE LANDS INCLUDED IN THIS CONDOMINIUM PLAT OF GREEN BAY TRAIL.

BY: _____
KATHLEEN M. GOESSL
VILLAGE TREASURER

COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN) SS
COUNTY OF KENOSHA)

I, TERI A. JACOBSON, BEING THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF KENOSHA COUNTY, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF THIS _____ DAY OF _____ 2019, AFFECTING THE LANDS INCLUDED IN THIS CONDOMINIUM PLAT OF GREEN BAY TRAIL.

BY: _____
TERI A. JACOBSON
COUNTY TREASURER

BOUNDARY DESCRIPTION

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN) SS
COUNTY OF KENOSHA)

I, RIZAL W. ISKANDARSJACH, PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATION OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED UPON THE PROPERTY.

THIS PLAT IS A CORRECT REPRESENTATION OF GREEN BAY TRAIL AS PROPOSED AT THE DATE HEREOF, AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE UNDERSIGNED SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF THE FLOOR PLANS OF THE CONDOMINIUM BUILDINGS AND UNITS CONTAINED IN THE PLAT AND THE APPROXIMATE DIMENSIONS AND FLOOR AREAS THEREOF.

THAT I FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 703 OF THE WISCONSIN STATUTES AND THE LAND DIVISION AND DEVELOPMENT CONTROL ORDINANCES OF THE VILLAGE OF PLEASANT PRAIRIE IN SURVEYING AND MAPPING THE SAME.

DATED THIS _____ DAY OF _____ 2019.

BY: _____
RIZAL W. ISKANDARSJACH, PLS S-2738

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: AUGUST _____, 2019

SHEET 13 OF 13

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. 2910, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

NW COR OF
NW 1/4 OF
SEC 27-1-22
197,794.54
2,587,004.80
CONC. MON. W/
BRASS CAP

SCALE IN FEET
0 30 60

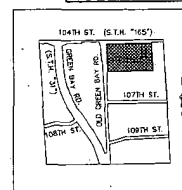
104TH STREET - S.T.H. "165" (WIDTH VARIES)

DEDICATED PUBLIC STREET

N LINE OF NW 1/4 OF SEC 27-1-22 N89°40'10"E 2872.73' (TOTAL)

NE COR OF
NW 1/4 OF
SEC 27-1-22
CONC. MON. W/
BRASS CAP
N 197,809.96
E 2,570,577.64
GRID

22
27



LOCATION MAP

NW 1/4 SEC. 27, T1N, R22E
SCALE 1" = 2000'

NOTE:

"CSM" IN ALL EASEMENT ANNOTATION
REFERS TO CERTIFIED SURVEY MAP NO.

BEARING BASIS:

ALL BEARINGS ARE REFERENCED TO GRID
NORTH OF THE WISCONSIN STATE PLANE
COORDINATE SYSTEM, SOUTH ZONE. THE
NORTH LINE OF THE NORTHWEST 1/4 OF
SECTION 27-1-22, WAS USED AS
N89°40'10"E

PROJECT CONVERSION FACTOR:
GRID/1.0000045 = GROUND

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: AUGUST 2019

SHEET 1 OF 13

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

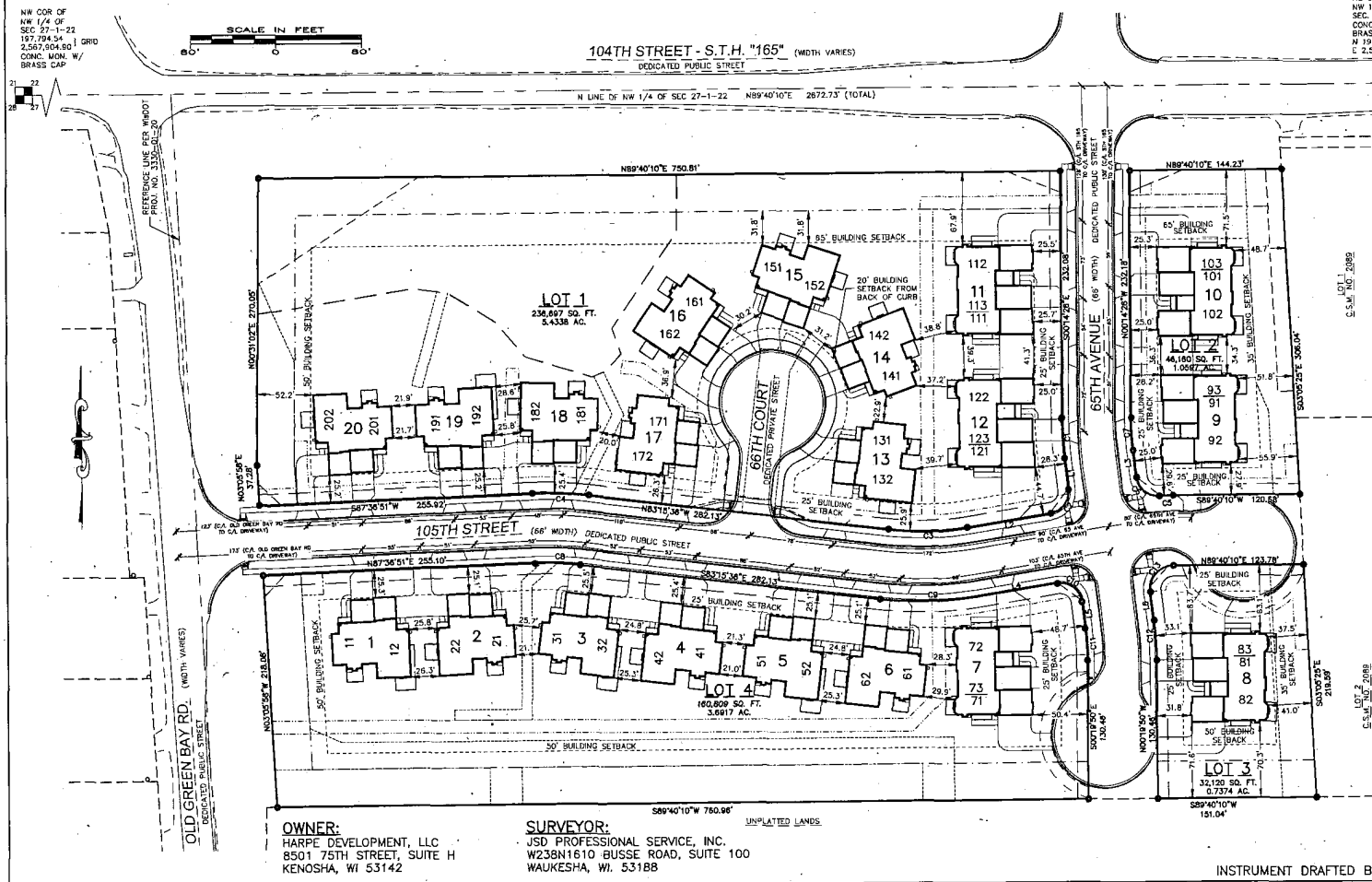
OWNER:

HARPE DEVELOPMENT, LLC
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

SURVEYOR:

JSD PROFESSIONAL SERVICE, INC.
W238N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WI 53188

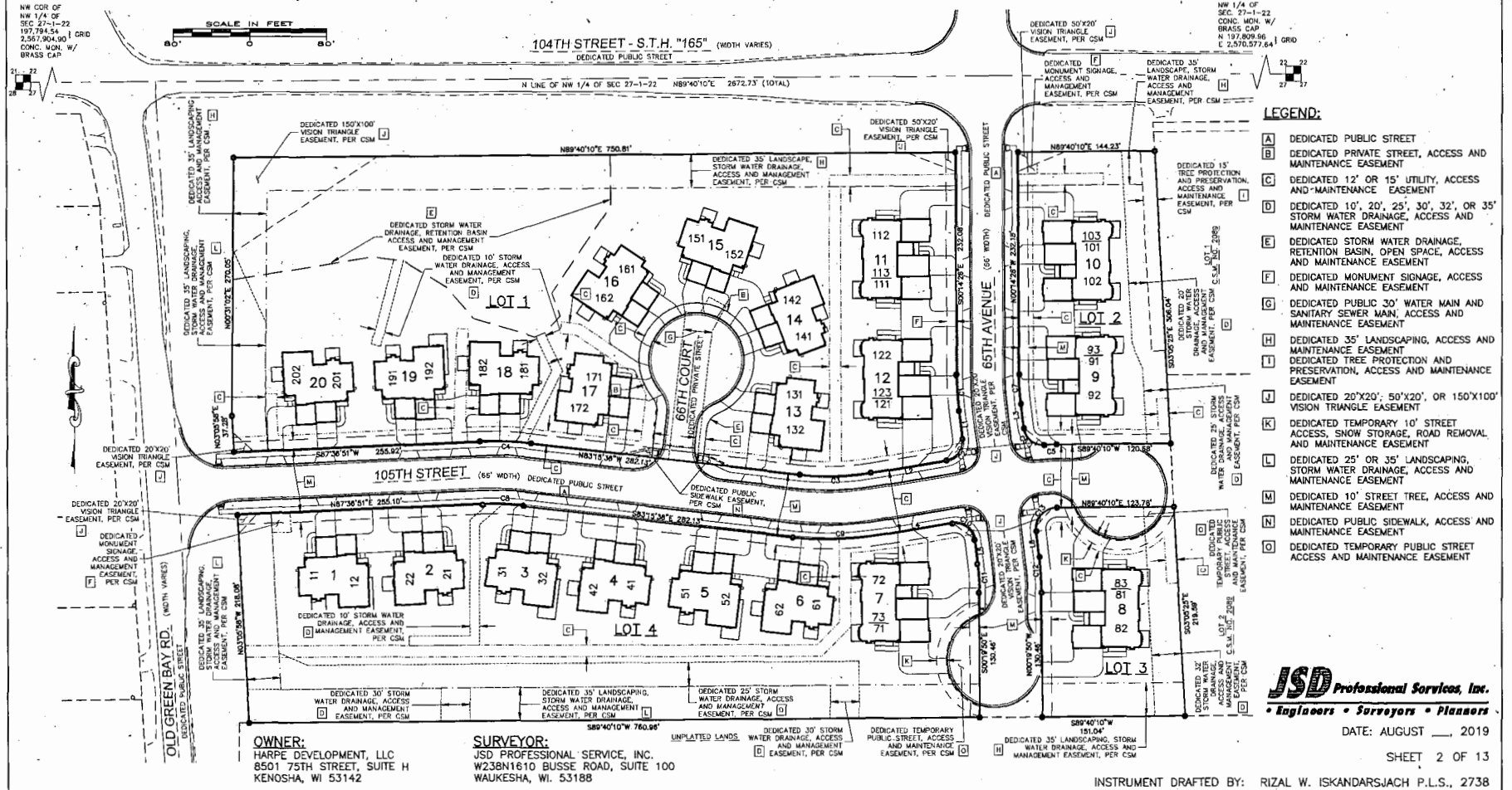
UNPLATTED LANDS



GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. 2910, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

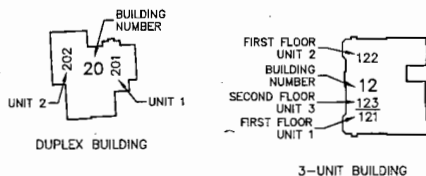


GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. 290, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

TYPICAL UNIT NUMBERING



NOTES:

1. ALL AREAS INSIDE OR OUTSIDE THE BUILDING OUTLINE NOT DESCRIBED AS LIMITED COMMON ELEMENTS OR AS A CONDOMINIUM UNIT ARE COMMON ELEMENTS.
2. REFER TO THE CONDOMINIUM DECLARATION FOR COMPLETE DESCRIPTIONS OF THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.
3. STOOPS, PATIOS, SIDEWALKS, DECKS, AND DRIVEWAYS, IF ANY ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE ADJACENT UNIT OR UNITS.
4. SEE SHEETS 4 TO 8 FOR BUILDING IDENTIFICATION.

STATE HIGHWAY ACCESS RESTRICTION:

ALL LOTS AND BLOCKS ARE HEREBY RESTRICTED SO THAT NO OWNER, POSSESSOR, USER, LICENSEE OR OTHER PERSON MAY HAVE ANY RIGHT OF VEHICULAR INGRESS FROM OR EGRESS TO ANY HIGHWAY LYING WITHIN THE RIGHT-OF-WAY OF S.T.H. 165 OR 104TH STREET; IT IS EXPRESSLY INTENDED THAT THIS RESTRICTION CONSTITUTE A RESTRICTION FOR THE BENEFIT OF THE PUBLIC AS PROVIDED IN S.236.293, STATS., AND SHALL BE ENFORCEABLE BY THE DEPARTMENT OF TRANSPORTATION.

STATE HIGHWAY SETBACK RESTRICTION:

HIGHWAY SETBACK; THIS RESTRICTION IS FOR THE BENEFIT OF THE PUBLIC AS PROVIDED IN SECTION 236.293, WISCONSIN STATUTES.

CURVE TABLE					
CURVE NO.	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	CENTRAL ANGLE
C1	38.20'	333.00'	S03°31'35.5"E	38.18'	6°34'19"
C2	30.57'	20.00'	S36°58'13.5"W	27.68'	87°33'59"
C3	74.50'	267.00'	S88°44'48.5"W	74.26'	15°59'11"
C4	53.04'	333.00'	N87°49'22.5"W	52.98'	9°07'33"
C5	12.79'	196.10'	S87°38'45"W	12.79'	3°44'16"
C6	30.51'	20.00'	N50°31'04"W	27.64'	87°24'38"
C7	30.63'	267.00'	N03°31'35.5"W	30.61'	6°34'19"
C8	42.53'	267.00'	S87°49'22.5"E	42.48'	9°07'33"
C9	92.91'	333.00'	N88°44'48.5"E	92.61'	15°59'11"
C10	32.27'	20.00'	S53°01'46.5"E	28.88'	92°26'01"
C11	30.21'	267.00'	S03°34'18"E	30.19'	6°28'56"
C12	37.67'	333.00'	N03°34'18"W	37.65'	6°28'56"
C13	37.05'	22.00'	N41°25'42"E	32.82'	96°28'56"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S06°48'46"E	29.62'
L2	S80°45'13"W	79.39'
L3	N06°48'46"W	25.86'
L4	N80°45'13"E	74.88'
L5	S06°48'46"E	25.54'
L6	N06°48'46"W	26.97'

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: AUGUST 1, 2019

SHEET 3 OF 13

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. 2910, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

LEGEND:

-  LIMITED COMMON ELEMENT
-  COMMON ELEMENT

BASEMENT PLAN FOR:

BUILDINGS 1, 3, 5, 14, 16, 17, 18, & 20
BUILDINGS 2, 4, 6, 13, 15, & 19 ARE A MIRROR IMAGE

OWNER:

HARPE DEVELOPMENT, LLC
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

SURVEYOR:

JSD PROFESSIONAL SERVICE, INC.
W238N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WI 53188

NOTES:

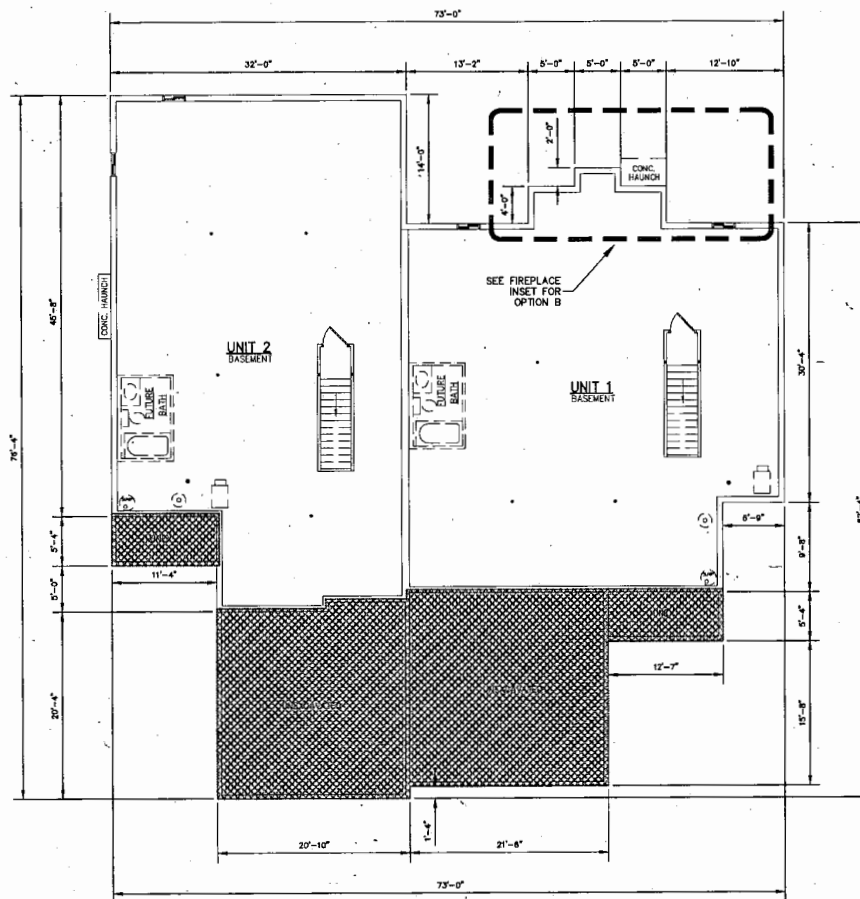
1. ALL AREAS INSIDE OR OUTSIDE THE BUILDING OUTLINE NOT DESCRIBED AS LIMITED COMMON ELEMENTS OR AS A CONDOMINIUM UNIT ARE COMMON ELEMENTS.
2. STOOPS, PATIOS, SIDEWALKS, DECKS, AND DRIVEWAYS, IF ANY ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE ADJACENT UNIT OR UNITS.
3. FLOOR PLANS AND UNIT AREAS OBTAINED FROM HARPE DEVELOPMENT, LLC AND ARE BASED ON DESIGN PLAN. THE FLOOR PLANS AND THE UNIT AREAS DO NOT REFLECT AS-BUILT CONDITIONS.

UNIT 1:

BASEMENT - 1,533 sq. ft.
FIRST FLOOR - 1,626 sq. ft.
GARAGE - 443 sq. ft.

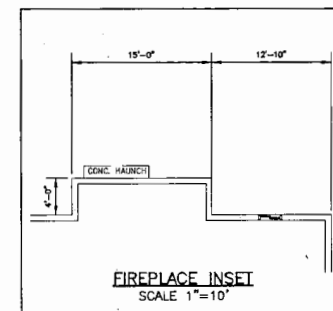
UNIT 2:

BASEMENT - 1,576 sq. ft.
FIRST FLOOR - 1,691 sq. ft.
GARAGE - 417 sq. ft.



DUPLEX BASEMENT PLAN

SCALE 1"=10'



JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: AUGUST 2019

SHEET 4 OF 13

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. 2910, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

LEGEND:

-  LIMITED COMMON ELEMENT
-  COMMON ELEMENT

FIRST FLOOR PLAN FOR:

BUILDINGS 1, 3, 5, 14, 16, 17, 18, & 20
BUILDINGS 2, 4, 6, 13, 15, & 19 ARE A MIRROR IMAGE

OWNER:

HARPE DEVELOPMENT, LLC
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

SURVEYOR:

JSD PROFESSIONAL SERVICE, INC.
W238N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WI. 53188

NOTES:

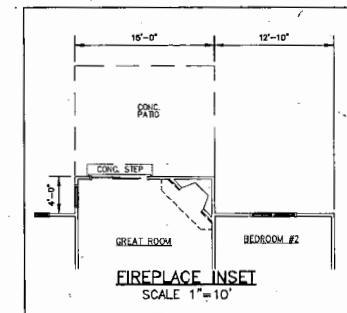
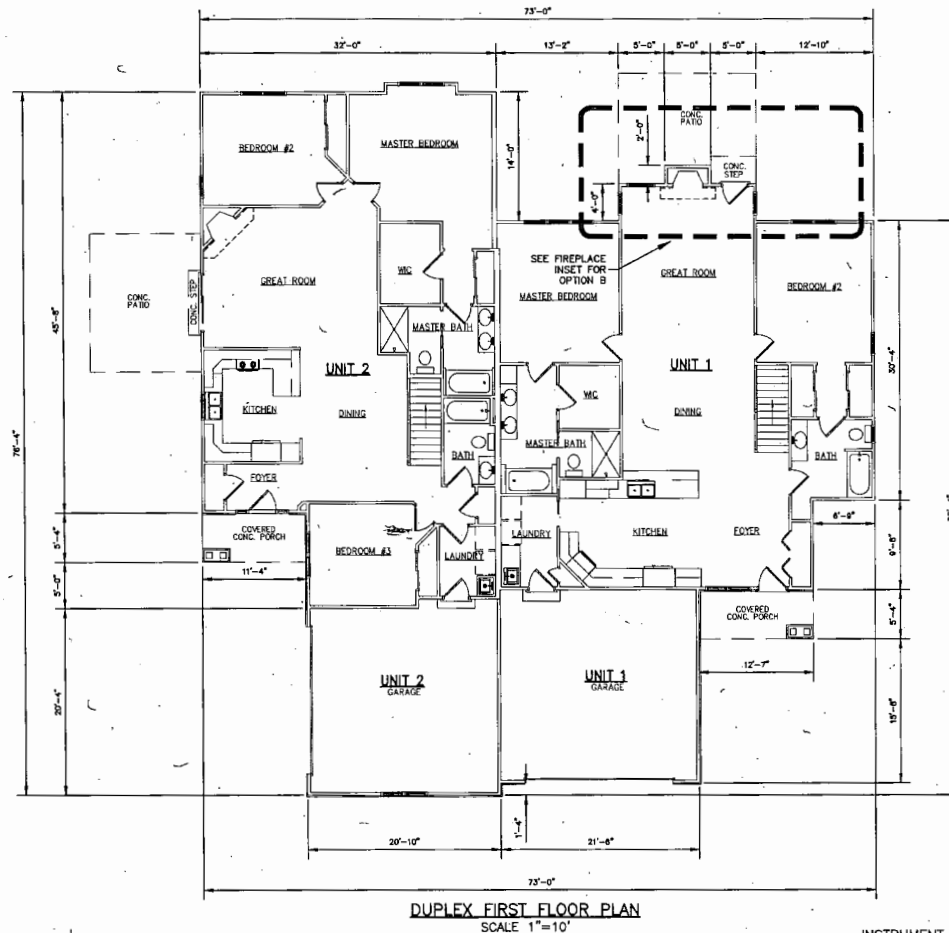
1. ALL AREAS INSIDE OR OUTSIDE THE BUILDING OUTLINE NOT DESCRIBED AS LIMITED COMMON ELEMENTS OR AS A CONDOMINIUM UNIT ARE COMMON ELEMENTS.
2. STOOPS, PATIOS, SIDEWALKS, DECKS, AND DRIVEWAYS, IF ANY ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE ADJACENT UNIT OR UNITS.
3. FLOOR PLANS AND UNIT AREAS OBTAINED FROM HARPE DEVELOPMENT, LLC AND ARE BASED ON DESIGN PLAN. THE FLOOR PLANS AND THE UNIT AREAS DO NOT REFLECT AS-BUILT CONDITIONS.

UNIT 1:

BASEMENT - 1,533 sq. ft.
FIRST FLOOR - 1,626 sq. ft.
GARAGE - 443 sq. ft.

UNIT 2:

BASEMENT - 1,576 sq. ft.
FIRST FLOOR - 1,691 sq. ft.
GARAGE - 417 sq. ft.



JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: AUGUST 2019

SHEET 5 OF 13

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. **2910**, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

LEGEND:

-  LIMITED COMMON ELEMENT
-  COMMON ELEMENT

BASEMENT PLAN FOR:

BUILDINGS 7, 8, 9, 10, 11, & 12

OWNER:

HARPE DEVELOPMENT, LLC
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

SURVEYOR:

JSD PROFESSIONAL SERVICE, INC.
W238N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WI. 53188

NOTES:

1. ALL AREAS INSIDE OR OUTSIDE THE BUILDING OUTLINE NOT DESCRIBED AS LIMITED COMMON ELEMENTS OR AS A CONDOMINIUM UNIT ARE COMMON ELEMENTS.
2. STOOPS, PATIOS, SIDEWALKS, DECKS, AND DRIVEWAYS, IF ANY ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE ADJACENT UNIT OR UNITS.
3. FLOOR PLANS AND UNIT AREAS OBTAINED FROM HARPE DEVELOPMENT, LLC AND ARE BASED ON DESIGN PLAN. THE FLOOR PLANS AND THE UNIT AREAS DO NOT REFLECT AS-BUILT CONDITIONS.

UNIT 1:

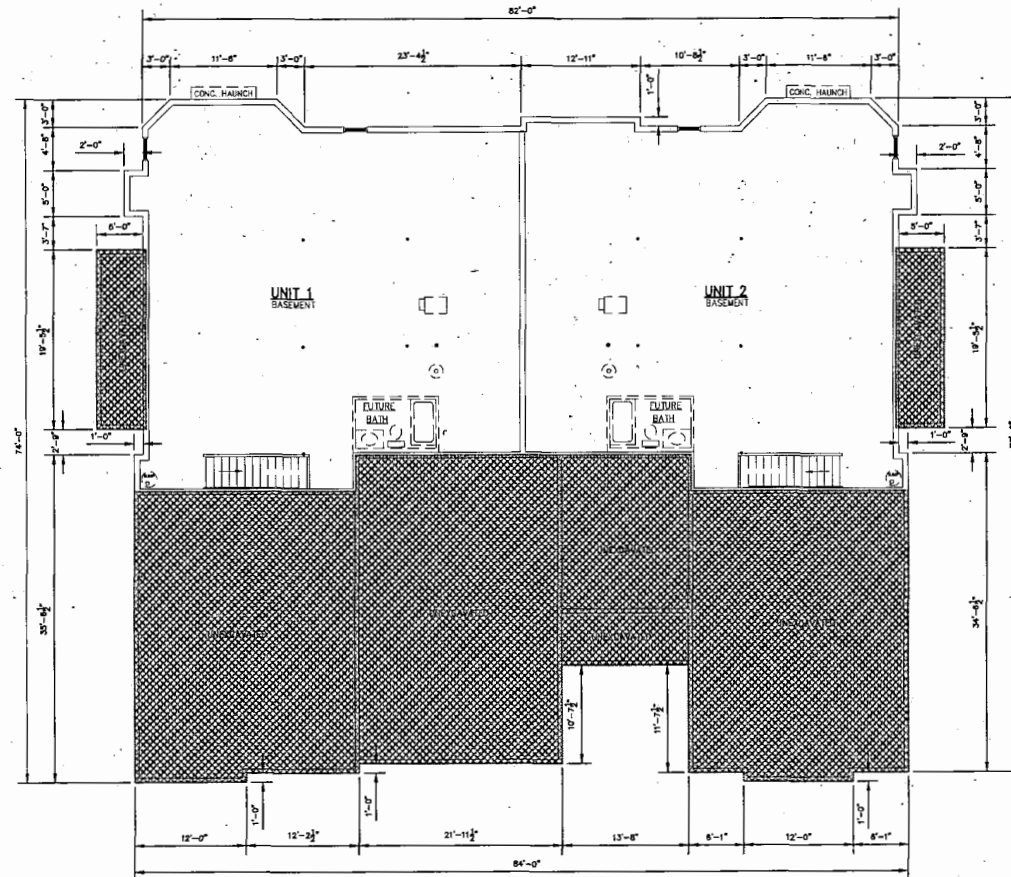
BASEMENT - 1,527 sq. ft.
FIRST FLOOR - 1,617 sq. ft.
GARAGE - 714 sq. ft.

UNIT 2:

BASEMENT - 1,540 sq. ft.
FIRST FLOOR - 1,629 sq. ft.
GARAGE - 709 sq. ft.

UNIT 3:

FIRST FLOOR - 244 sq. ft.
SECOND FLOOR - 2,520 sq. ft.
GARAGE - 714 sq. ft.



3-UNIT BASEMENT PLAN

SCALE 1"=10'

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: AUGUST 2019

SHEET 6 OF 13

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. 2910, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

LEGEND:

-  LIMITED COMMON ELEMENT
-  COMMON ELEMENT

FIRST FLOOR PLAN FOR:

BUILDINGS 7, 8, 9, 10, 11, & 12

OWNER:

HARPE DEVELOPMENT, LLC
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

SURVEYOR:

JSD PROFESSIONAL SERVICE, INC.
W238N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WI 53188

NOTES:

1. ALL AREAS INSIDE OR OUTSIDE THE BUILDING OUTLINE NOT DESCRIBED AS LIMITED COMMON ELEMENTS OR AS A CONDOMINIUM UNIT ARE COMMON ELEMENTS.
2. STOOPS, PATIOS, SIDEWALKS, DECKS, AND DRIVEWAYS, IF ANY ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE ADJACENT UNIT OR UNITS.
3. FLOOR PLANS AND UNIT AREAS OBTAINED FROM HARPE DEVELOPMENT, LLC AND ARE BASED ON DESIGN PLAN. THE FLOOR PLANS AND THE UNIT AREAS DO NOT REFLECT AS-BUILT CONDITIONS.

UNIT 1:

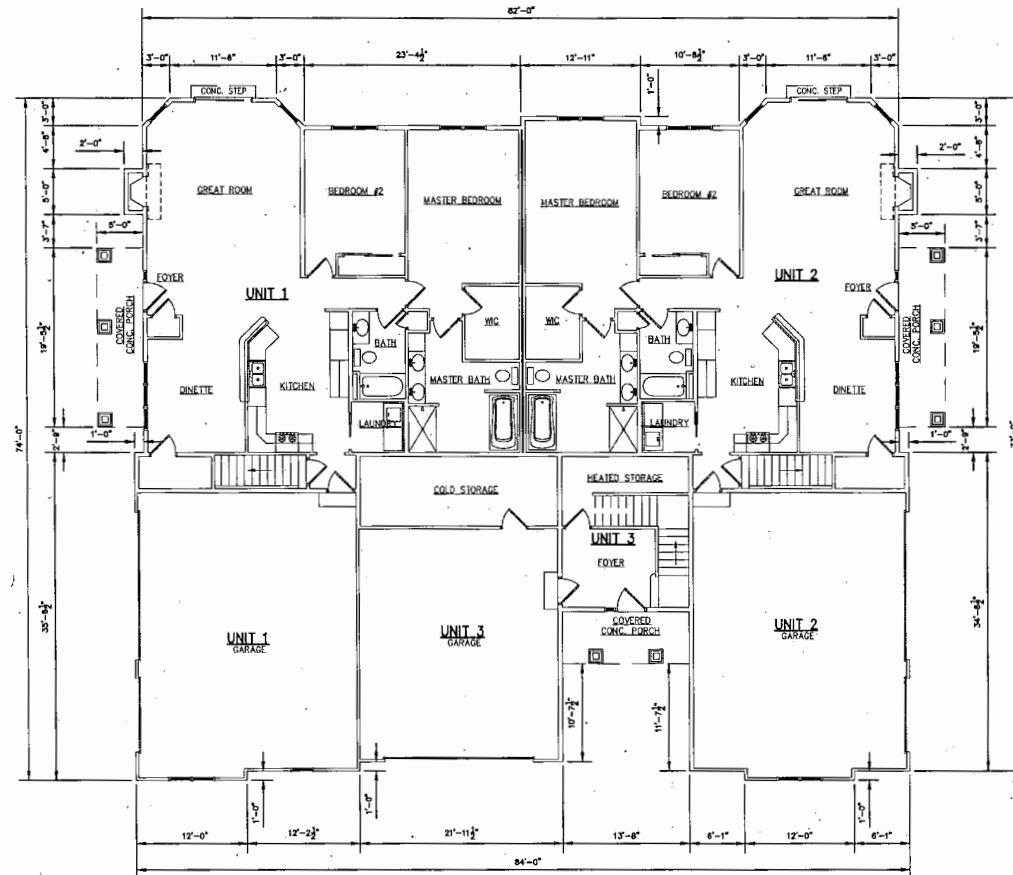
BASEMENT - 1,527 sq. ft.
FIRST FLOOR - 1,617 sq. ft.
GARAGE - 714 sq. ft.

UNIT 2:

BASEMENT - 1,540 sq. ft.
FIRST FLOOR - 1,629 sq. ft.
GARAGE - 709 sq. ft.

UNIT 3:

FIRST FLOOR - 244 sq. ft.
SECOND FLOOR - 2,520 sq. ft.
GARAGE - 714 sq. ft.



3-UNIT FIRST FLOOR PLAN

SCALE 1"=10'

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: AUGUST 2019

SHEET 7 OF 13

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. 2910, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

LEGEND:

-  LIMITED COMMON ELEMENT
-  COMMON ELEMENT

SECOND FLOOR PLAN FOR:

BUILDINGS 7, 8, 9, 10, 11, & 12

OWNER:

HARPE DEVELOPMENT, LLC
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

SURVEYOR:

JSD PROFESSIONAL SERVICE, INC.
W238N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WI. 53188

NOTES:

1. ALL AREAS INSIDE OR OUTSIDE THE BUILDING OUTLINE NOT DESCRIBED AS LIMITED COMMON ELEMENTS OR AS A CONDOMINIUM UNIT ARE COMMON ELEMENTS.

2. STOOPS, PATIOS, SIDEWALKS, DECKS, AND DRIVEWAYS, IF ANY ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE ADJACENT UNIT OR UNITS.

3. FLOOR PLANS AND UNIT AREAS OBTAINED FROM HARPE DEVELOPMENT, LLC AND ARE BASED ON DESIGN PLAN. THE FLOOR PLANS AND THE UNIT AREAS DO NOT REFLECT AS-BUILT CONDITIONS.

UNIT 1:

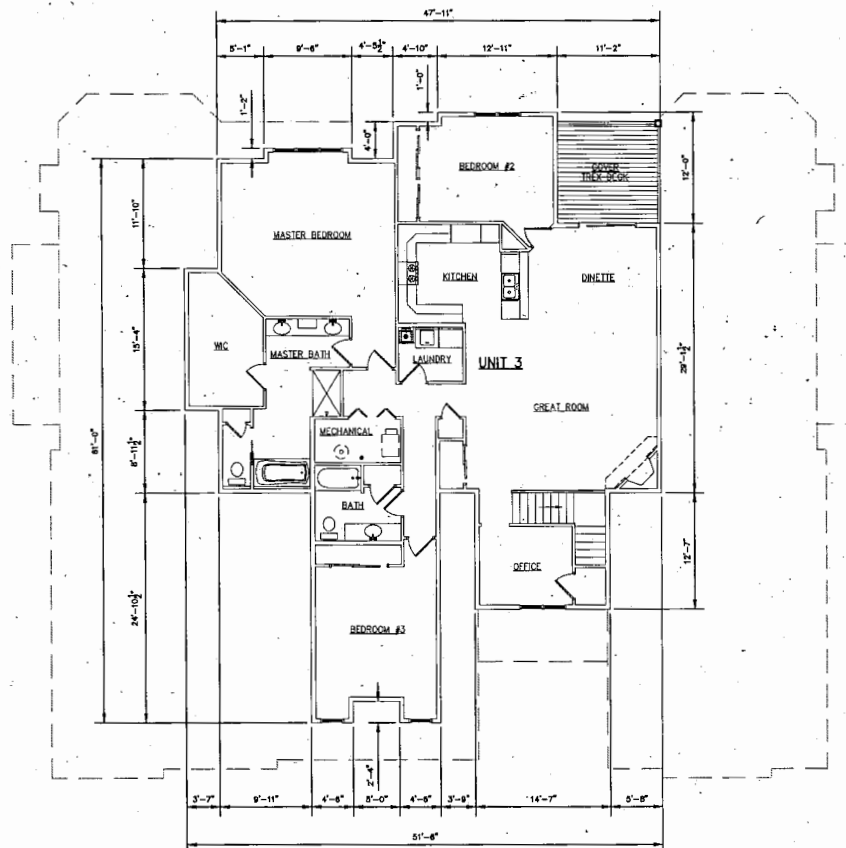
BASEMENT - 1,527 sq. ft.
FIRST FLOOR - 1,617 sq. ft.
GARAGE - 714 sq. ft.

UNIT 2:

BASEMENT - 1,540 sq. ft.
FIRST FLOOR - 1,629 sq. ft.
GARAGE - 709 sq. ft.

UNIT 3:

FIRST FLOOR - 244 sq. ft.
SECOND FLOOR - 2,520 sq. ft.
GARAGE - 714 sq. ft.



3-UNIT SECOND FLOOR PLAN

SCALE 1"=10'

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: AUGUST 2019

SHEET 8 OF 13

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. 2910, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATIONS AND EASEMENTS PROVISIONS

1. The fee interest in the areas shown as a Dedicated Public Street (A) on this Condominium Plat (104th and 105th Streets, 65th Avenue and Old Green Bay Road) were dedicated, given, granted and conveyed by the previous land owner with additional easements granted by Harpe Development, LLC (referred to as the "Developer") to the Village of Pleasant Prairie, its successors and assigns (the "Village") by Certified Survey Map No. (CSM) for the construction, installation, repair, alteration, replacement, planting and maintenance of public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, bike trails and lanes, sidewalks, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, right-of-way landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such fee interest is subject to the following: (1) a temporary nonexclusive easement coextensive with the areas of each such Dedicated Public Street, hereby retained by the Developer for the construction, installation, repair, replacement and maintenance of such public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, right-of-way landscaping and for all related ingress and egress pursuant to a Development Agreement entered into between the Developer and the Village dated as of _____ (subject to the rights of the Village to perform the same functions); and (2) a nonexclusive easement hereby reserved by the Developer for the Green Bay Trail Condominium Association, LLC (Condominium Association) or Owners of the Lots shown on said CSM which are adjacent to each such Dedicated Public Street for the required planting, mowing, watering and maintenance of grass within the grassy terrace area, for the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of sidewalks, in the area between the roadway and the Lots; for the replanting, watering, weeding and maintenance of trees in the right-of-way; and for the construction, installation, repair, replacement, maintenance and use of such condominium driveways in the area between the roadway and the Lots as are approved by the Village and as will not interfere with the public improvements, uses and purposes of the Village (all subject to the rights of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions). In the event of any conflict between the rights of the Village under its fee interest in the Dedicated Public Streets and the rights of the Developer, or of the Owners of any of the Lots, or of the Condominium Association pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior.

The Developer shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement, planting and maintenance of the public street improvements and private driveway improvements, including, without limitation, pavement, curbs and gutters, street signs and lights, public sanitary sewer system improvements, public water system improvements, public storm water and drainage system improvements, mailboxes, sidewalks, bike trails and lanes, street trees, open space areas, private planting areas, utility and communication and for all related ingress and egress referred to herein, in accordance with the terms and conditions of the Planned Unit Development Ordinance on file with the Village Clerk, until: (i) with respect to those of the foregoing responsibilities for which the Condominium Association shall be responsible pursuant to the Green Bay Trail Condominium By-Laws, Condominium Declaration, or said CSM, the Developer transfers the responsibilities to the Condominium Association; and (ii) with respect to the remainder of the foregoing public underground infrastructure responsibilities, the public sanitary sewer system improvements, public water system improvements, and public storm sewer and drainage system improvements that are required to be constructed by the Developer pursuant to the PUD Ordinance on file with the Village Clerk, will be constructed by the Developer and inspected by, dedicated to and accepted by the Village.

2. A perpetual nonexclusive easement coextensive with the cul-de-sac area shown as a Dedicated Private Street, Access and Maintenance Easement (B) on said CSM as 66th Court is hereby dedicated, given, granted and conveyed by the Developer to the Village, its successors and assigns for the construction, installation, repair, alteration, replacement, planting and maintenance of private street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such easement is subject to the following: (1) a temporary nonexclusive easement coextensive with the Private Street, hereby retained by the Developer for the construction, installation, repair, replacement and maintenance of such private street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, landscaping and for all related ingress and egress pursuant to a Development Agreement entered into between the Developer and the Village (subject to the rights but not the obligations of the Village to perform the same functions); and (2) the fee interest as a Common Area hereby granted by the Developer to the Green Bay Trail Condominium Association, LLC (Condominium Association) or Owners of the Lots shown on said CSM which are adjacent to the Private Street for the required repair, alteration, replacement, planting and maintenance of private street improvements, uses and purposes, including, without limitation: pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, planting, mowing, watering and maintenance of grass within the grassy terrace area, for the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of sidewalks; and for the construction, installation, repair, replacement, maintenance and use of such condominium driveways in the area between the roadway and the buildings as are approved by the Village and as will not interfere with the uses and purposes of the Village (all subject to the rights but not the obligations of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions). In the event of any conflict between the rights of the Village under its easement interest in the Private Street Improvements and the rights of the Developer, or of the Condominium Association or Owners of any of the Lots pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior.

The Developer shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement, planting, snowplowing, and maintenance of the Private Street Improvements and private driveway improvements, including, without limitation, pavement, curbs and gutters, street signs and lights, public sanitary sewer system improvements, public water system improvements, private storm water and drainage system improvements, mailboxes, sidewalks, street trees, private

planting areas, utility and communication and for all related ingress and egress referred to herein, in accordance with the terms and conditions of the Planned Unit Development Ordinance on file with the Village Clerk, until: (i) with respect to those of the foregoing responsibilities for which the Condominium Association shall be responsible pursuant to the Green Bay Trail Condominium By-Laws, Condominium Declaration, or said CSM, the Developer transfers the responsibilities to the Condominium Association; and (ii) with respect to the remainder of the foregoing public underground infrastructure responsibilities, the public sanitary sewer system improvements and public water system improvements that are required to be constructed by the Developer pursuant to the PUD Ordinance on file with the Village Clerk, will be inspected by, dedicated to and accepted by the Village.

3. Perpetual nonexclusive easements coextensive with the areas shown as Dedicated 12' or 15' Utility, Access and Maintenance Easement (C) areas on said CSM were dedicated, given, granted and conveyed by the Developer (the "Grantor") to WE Energies, AT&T, Spectrum and Time Warner Cable Inc. and their respective successors and assigns (collectively, the "Utility and Communications Grantees") by said CSM for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the Condominium Development, (or portions thereof) shown on said CSM and for any related ingress and egress. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Prior to the installation of the utility cables and related appurtenances, the elevation of the existing ground surface within the utility easement areas shall not be altered by more than four (4) inches of final grade without the written approval of Utility and Communications Grantees. The Grantor shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the condition existing prior to installing such utilities within the utility easement areas on which such easements are located as does not interfere with the purpose of the utility and communications easements and the use of such easements by the Utility and Communications Grantees, unless a separate agreement is entered into between the Grantor and the Grantee that transfers the responsibilities to the Utility and Communications Grantee. No buildings, fences, driveway or parking areas, or structures of any kind shall be placed within the utility and communication easement areas without the prior written approval of the Utility and Communications Grantees.

The Village generally allows private utilities, including but not limited to electric and communications facilities, to be installed in public street right-of-ways with prior written approval from the Village, subject to the requirements of applicable Village ordinances and the requirements of such public uses and purposes of the Village. Further, each individual private utility, electric or communications company shall be responsible for restoring the public street areas and public highway areas to their pre-existing condition, at its own cost, after any use of such areas. In the event the private companies do not restore the easement areas to a vegetatively stabilized condition, the Developer shall be ultimately responsible for the costs of such restoration and may pursue its remedies against the respective utility company(s). Under no circumstances shall any private utility, electric or communications company conduct any open cutting of public roadways after the crushed aggregate base course is installed without prior written approval of the Village. Any such private utility or communications facilities shall be promptly relocated, at the cost of the individual utility, electric or communications company, upon written request of the Village, to serve the public functions and purposes of the Village in the public street area. In the event of any conflict between the rights of the Village and the rights of the private utility, electric or communications company in such public street areas, the Village's rights shall be deemed to be superior.

4. Perpetual nonexclusive easements coextensive with the areas shown as Dedicated 10', 20', 25', 30', 32', & 35' Storm Water Drainage, Access and Maintenance Easement (D) areas on said CSM were dedicated, given, granted, and conveyed by the Developer to the Village by said CSM for storm water management and drainage purposes, private drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance purposes and ingress and egress. These storm water drainage easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting care and pavement maintenance responsibilities of the easement areas which shall be imposed and required by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or said CSM as will not interfere with the improvements, uses and purposes of the Village; and (3) such future driveway, parking area or other uses of the easement as may be approved by the Village but shall be subject to replacement or maintenance by the Condominium Association. There shall be no structures placed within said easement areas, which obstructs, redirects or impedes drainage flows within the Development pursuant to Paragraph 1 of the Restrictive Covenants on said CSM. In the event of any conflicts between the rights of Developer, the rights of the Village pursuant to these easements and the rights of the Condominium Association or their Owner(s) or entities with respect to the private Dedicated 10', 20', 25', 30', 32', & 35' Storm Water Drainage, Access and Maintenance Easement areas, the Village's rights under these easements shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to these easements, the Village shall have no obligation to do anything pursuant to its rights under these easements. The Developer shall be responsible for all costs associated with the construction and maintenance of private drainage way improvements contained within these nonexclusive easements until such time as the property is transferred in ownership and such maintenance responsibility is transferred to the Condominium Association, at which time the Condominium Association shall be responsible for maintenance to the satisfaction of the Village and to the extent required by the Restrictive Covenants on said CSM.

5. A nonexclusive easement coextensive with the areas shown as a Dedicated for Storm Water, Drainage, Retention Basin, Open Space, Access and Maintenance Easement (E) to the Condominium Owner's Association on said CSM was dedicated, given, granted, and conveyed by the Developer to the Village by said CSM for storm water management and drainage purposes, public drainage ways, retention basin and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance purposes and ingress and egress. This storm water drainage and retention basin easement shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and storm water maintenance responsibilities of the easement area which shall be imposed and required by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or said CSM upon the Condominium Association as will not interfere with the improvements, uses and purposes of the Village; and (3) such future uses of the easement as may be approved by the Village. There shall be no structures placed within said easement area, which obstructs, redirects or impedes drainage flows within the Development pursuant to the Restrictive Covenants on said CSM. In the event of any conflicts between the rights of Developer, the rights of the Village pursuant to this easement and the rights of the Condominium Association or their Owner(s) or entities with respect to the Dedicated Storm Water, Drainage, Retention Basin, Open Space,

Access and Maintenance Easement area, the Village's rights under this easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to this easement, the Village shall have no obligation to do anything pursuant to its rights under this easement.

The Developer shall be responsible for all costs associated with the construction and maintenance of all of the public and private drainage way improvements and the retention basin contained within this nonexclusive easement until such time as the Common Area property is transferred in ownership and such maintenance responsibility is transferred to the Condominium Association, at which time the Condominium Association shall be responsible for the retention basin and drainage structure maintenance to the extent required by the Restrictive Covenants on said CSM or as may be required by applicable Village Ordinances.

6. Easements coextensive with each area shown on said CSM as a Dedicated Monument Signage, Access and Maintenance (F) Easement is hereby dedicated, given, granted and conveyed by the Developer to the Village by said CSM for the purpose of monument signage installation, maintenance, removal and replacement; installation and replacement of lighting; planting and installation of trees, shrubs and other landscape elements and all related ingress and egress, grading, replacement and maintenance activities. These Monument Signage, Access and Maintenance Easements shall be exclusive except for the same easement rights in this Condominium Development hereby retained by the Developer for purposes of signage, installation, maintenance, removal and replacement; installing and replacing lighting; planting and installing trees, shrubs, and other landscape elements and all related ingress and egress; grading, replacement and maintenance activities. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements.

7. The fee interest in the Common Areas shown on said CSM are hereby dedicated, given, granted and conveyed by the Developer to the Condominium Association, its successors and assigns and successors-in-title by said CSM. Such fee interest is subject to the following: (1) temporary nonexclusive easements coextensive with the entire property, that is hereby retained by the Developer for the rough and final grading, topsoiling, and seeding, the construction, installation, repair, alterations, replacement and maintenance of storm water, drainage, retention basin improvements; the installation, alteration and maintenance of signage, lighting, fencing, landscaping, planting, tree protection and preservation and for all related ingress and egress; (2) permanent nonexclusive easements coextensive shown on said CSM, hereby granted to the Village for the rough and final grading, topsoiling, and seeding, the construction, installation, repair, alteration, replacement and maintenance of storm water, drainage, retention basin improvements; the installation, alteration and maintenance of signage, lighting, fencing, landscaping, and planting, for all related ingress and egress within easement areas, and for tree protection and preservation and within easement areas. In the event of any conflict between the rights of the Condominium Association under its fee interest in the Common Areas or the rights of the Developer, or the rights of the Village, pursuant to the fee interest in the easements retained herein, the rights of the Village shall be deemed to be superior. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements.

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: AUGUST __, 2019

SHEET 9 OF 13

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. 2910, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATIONS AND EASEMENTS PROVISIONS (con't.)

- [illegible]

a Developer/Agreement entered into between the Developer and the Village (subject to the rights but not the obligations of the Village to perform the same functions); and (2) the fee interest as a Common Area hereby granted by the Developer to the Green Bay Neighborhood Association, LLC (Neighborhood Association) or Owners of the Lots shown on said CSM (Lots) with the addition of the Temporary Easement for the purpose of the Village to perform the same functions as set forth in the Village's Public Street Improvements and purposes, including without limitation: pavement, curb and gutters, sidewalks, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, planning, mowing, watering and snow removal, grass areas, tree areas, landscaping, lighting, and other improvements, and for the purpose of the Village to maintain, repair and replacement of sidewalks; and for the construction, installation, repair, replacement, maintenance and use of such common area driveways in the area between the roadway and the buildings as are approved by the Village and shall not interfere with the uses and purposes of the Village (all subject to the rights but not the obligations of the Village to perform the same functions as set forth in the Village's Public Street Improvements and purposes) and for the purpose of the Village to maintain and repair the same functions); in the event of any conflict between the rights of the Village under its easement interest in the Public Street Improvements, and the rights of the Developer or its right to assert its current interest to a future Developer to reconstruct the road, or of the Common Area Association or Owners of any lots pursuant to the easements retained herein, the rights of the Village shall be deemed superior.

The Developer shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement, planning, moving/placement, and maintenance of the Private Street Improvements and private driveway improvements, including, without limitation, pavement, curbs and gutters, street signs and lights, public sanitary sewer system improvements, public water supply improvements, stormwater management improvements, and other improvements to the Private Street Improvements, private planning areas, utility and communication and for all related ingress and egress referred to herein. In accordance with the terms and conditions of the Planned Unit Development Ordinance on file with the Village Clerk, until (i) with respect to the Private Street Improvements, the Village Clerk certifies that the improvements have been completed in accordance with the Planned Unit Development Ordinance, and (ii) with respect to the remainder of the foregoing public underground infrastructure improvements, the public utility improvements that are required to be completed in accordance with the PUD Ordinance, the Developer shall be responsible for the costs of the improvements and shall be deemed to be responsible for the costs of the improvements with respect to the improvements dedicated to and accepted by the Village.

The Developer shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement, planning, snowplowing, and maintenance of the Public Sidewalk Improvements and for all related ingress and egress referred to herein, in accordance with the terms and conditions of the Planned Unit Development Ordinance on file with the Village Clerk, until: (i) with respect to those of the foregoing responsibilities for which the Condominium Association shall be responsible pursuant to the Green Bay Trail Condominium By-Laws, Condominium Declaration, or said CSM, the Developer transfers the responsibilities to the Condominium Association; and (ii) with respect to the remainder of the foregoing public infrastructure responsibilities, the public sidewalk improvements that are required to be constructed by the Developer pursuant to the PUD Ordinance on file with the Village Clerk, will be inspected by, dedicated to and accepted by the Village.

[illegible]

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: AUGUST __, 2019

SHEET 10 OF 13

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. 2940, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

RESTRICTIVE COVENANTS

1. Harpo Development, LLC (together with its successors, assigns and successors-in-title of the property referred to as the "Developer") hereby covenants that the Green Bay Trail Condominium Owners Association, LLC (the "Condominium Association") shall have the obligation of maintaining the Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement area located on said CSM in a functional, neat and nuisance free condition to handle storm water and drainage in this Development. Such maintenance shall include, as needed, grading, seeding or sodding around the area of the retention basin, maintaining, removing and replacing any drainage structures leading into or out of the basin, removing of sediment and re-grading the retention basin to the original design depth and volume of water storage, installing, removing and replacing the fountain in the retention basin, removing trash, debris, leaves, and brush, mowing, and weeding to prevent nuisance conditions. No driveways, fences, or structures shall be erected within the storm water drainage and retention basin easement which blocks, diverts or re-routes the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of the Storm Water Drainage, Retention Basin, Access and Maintenance Easement area obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such storm water drainage, retention basin, maintenance activities, the Owner, which may be the Developer or the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on said CSM with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under these easements.

2. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining the Dedicated 10', 20', 25', 30', 32', & 35' Storm Water Drainage, Access and Maintenance Easement areas on said CSM that were dedicated, given, granted, and conveyed by the Developer to the Village by said CSM for storm water management and drainage purposes, private drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance purposes, and ingress and egress. These storm water drainage easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting care and pavement maintenance responsibilities of the easement areas which shall be imposed and required by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or said CSM as will not interfere with the improvements, uses and purposes of the Village; and (3) such future driveway, parking area or other uses of the easement as may be approved by the Village but shall be subject to replacement or maintenance by the Condominium Association. There shall be no structures placed within said easement areas, which obstructs, redirects or impedes drainage flows within the Development pursuant to Paragraph 1 of the Restrictive Covenants on said CSM. In the event of any conflicts between the rights of Developer, the rights of the Village pursuant to these easements and the rights of the Condominium Association or their Owner(s) or entities with respect to the private Dedicated 10', 20', 25', 30', 32', & 35' Storm Water Drainage, Access and Maintenance Easement areas, the Village's rights under these easements shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to these easements, the Village shall have no obligation to do anything pursuant to its rights under these easements. The Developer shall be responsible for all costs associated with the construction and maintenance of private drainage way improvements contained within these nonexclusive easements until such time as the property is transferred in ownership and such maintenance responsibility is transferred to the Condominium Association, at which time the Condominium Association shall be responsible for maintenance to the satisfaction of the Village and to the extent required by the Restrictive Covenants on said CSM.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of the Storm Water, Drainage, Access and Maintenance Easement area obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such storm water drainage, swale maintenance or landscaping restoration, or maintenance activities, the Owner, which may be the Developer or the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on said CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

3. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining all Common Areas in a clean, mowed, planted, maintained and weed-free condition. Such maintenance shall include without limitation and as needed, seeding, mowing, weeding, planting, watering, and removal of trash, debris, leaves, and brush in order to prevent a nuisance condition. Except as shown on the Plat, no driveways, signage, parking areas, structures, or fences shall be erected within the Common Areas which might interfere with the Village or Utility and Communication Companies easement rights, unless express written approval is granted by the Village and the Utility and Communication Companies and subject to any conditions as the Village may impose.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these Common Area maintenance obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation and to the satisfaction of the Village.

To the extent that the Village performs any Common Area maintenance activities, the owner which may be the Developer or the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on said CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

4. The Developer hereby covenants that the Developer shall have the obligation of maintaining the Dedicated Tree Protection and Preservation Easement areas shown on said CSM. No trees shall be cut or removed unless they are decayed or dying and no digging, dredging, filling, grading, dumping or other land disturbance activity shall be permitted in such protection area, without the prior approval of the Village and subject to any conditions as the Village may impose.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these Tree Protection and Preservation Maintenance obligations upon transfer of said property and responsibilities to the Condominium Association, which then shall perform such maintenance without compensation and to the satisfaction of the Village. Refer to the Green Bay Trail Condominium By-Laws and Condominium Declaration for a penalty for cutting or damaging the trees, if any.

To the extent that the Village performs any Tree Protection or Preservation maintenance activities, the owner which may be the Developer or the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on said CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

5. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining the sidewalks, street trees and grassy areas planted in the Dedicated Public Street along 105th Street and 63th Avenue within this Condominium Development and 104th Street and Old Green Bay Road located outside of but adjoining this Condominium Development. Such maintenance shall include, without limitation and as needed: watering, pruning, trimming, cutting, re-staking, placing mulch around the street trees and weeding to prevent nuisance conditions; the mowing and watering in the grassy terrace areas of the street yard area located between the street pavement and the right-of-way line and the ice removal and snowplowing of the public sidewalks. No driveways, fences, signage or structures shall be erected which damages the street trees or might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. Any street trees which die or are damaged by vandalism or other calamity, shall be removed and replaced by the Developer or the Condominium Association within 60 days of notification from the Village, weather permitting.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these public street trees and right-of-way maintenance obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association, which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such sidewalk snow removal or maintenance, street tree or street yard maintenance activities, the Lot Owners, which may be the Developer or the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on said CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

6. The Developer hereby covenants that the Condominium Association shall be responsible for: (i) all costs associated with the repair, alteration, replacement, planting, and maintenance of the private driveway improvements, including, without limitation, pavement, curbs and gutters, street signs and lights, if any, adjacent to such private streets, mailboxes, sidewalks, street terrace areas, street trees, planting areas, snowplowing and utility and communication facilities in accordance with the Village approved plans and specifications and (ii) the payment of the costs of electricity and maintenance for street lights located in the Dedicated Public Street area after the required public street and street light improvements have been constructed by We Energies and accepted by the Village.

These covenants shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these obligations pertaining to private driveway improvements upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any of the maintenance responsibilities, the Lot Owners, which may be the Developer or the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on said CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

7. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining the Dedicated 25' or 35' Landscaping, Storm Water Drainage, Access and Maintenance Easement, the Dedicated 10' Street Tree, Access and

Maintenance Easement, and the Dedicated 35' Landscaping, Access and Maintenance Easement areas located on said CSM in a functional, neat and nuisance free condition for landscaping/grading purposes and to handle storm water and drainage in this Development. Such maintenance shall include, as needed, planting, staking trees and bushes, installing and replacing mulch, pruning, grading, seeding or sodding, maintaining the drainage areas, removing and replacing any drainage structures, removing trash, debris, leaves and brush, mowing, weeding to prevent nuisance conditions. No driveways, fences or structures shall be erected within the landscaping, storm water, drainage, access and maintenance easement which blocks, diverts or re-routes the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any conditions as the Village may impose.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors-in-title of the property in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of the Landscaping, Storm Water Drainage, Access and Maintenance Easement, the Dedicated 10' Street Tree, Access and Maintenance Easement, and the Dedicated 35' Landscaping, Access and Maintenance Easement areas obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such landscaping or storm water drainage, or street tree maintenance activities, the Owner, which may be the Developer or the Condominium Association shall be liable for any costs which may be incurred by the Village which the Village may recover from such Owners as special assessments or special charges under Section 66.027 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on the CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

8. The Developer covenants that the 30' Dedicated Public Water Main and Sanitary Sewer Main, Access and Maintenance Easement shown in 66th Court on said CSM hereby places a restrictions because of the location of this water main and sanitary sewer main easement which was given, granted and conveyed by the Developer to the Village for public water and public sanitary sewer purposes and system improvements, uses and purposes, and for all related and incidental ingress and egress construction, installation, repair, alteration, replacement, planting and maintenance activities to serve the Development as referenced in the Dedications and Easements language on the CSM. The Developer further covenants that there shall be no buildings, fences, or structures of any kind placed within the easement area without prior written approval of the Village. Furthermore, if the Village allows for the placement of a private roadway, private driveways, or landscaping within the water main and sanitary sewer main easement areas granted to the Village and in the event that the Village exercises its rights to maintain, repair or replace said water main and sanitary sewer main and related appurtenances, the Owner(s) of the affected property, not the Village, shall be responsible for any and all costs associated with the removal and/or replacement of said private roadway, private driveways, or landscaping placed within the easement. This covenant shall run with the land, shall be binding upon the Owners, its successors, assigns and successors-in-title of the property, in their capacity as Owners of this property, and shall benefit and be enforceable by the Village.

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: AUGUST 2019

SHEET 11 OF 13

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. 2910, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

RESTRICTIVE COVENANTS (con't)

9. The Developer covenants that the 20' x 20', 50' x 20' and 150' x 100' Vision Triangle Easement areas shown on said CSM places restrictions on said areas in order to maintain a clear sight line of vision at each intersection. There shall be no obstructions, such as, but not limited to, structures, signage, fences or vehicular parking, or vegetation, within the Vision Triangle Easement between the heights of 2' and 10' unless approved by the Village and/or the Department of Transportation (WI DOT) as it applies to State Trunk Highway 165. This restriction is for the benefit of the public and shall be enforceable by the Village and WI DOT.

10. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining the Dedicated Monument Signage, Access and Maintenance Easement areas on said CSM that were dedicated, given, granted and conveyed by the Developer to the Village on said CSM for the purpose of monument signage installation, maintenance, removal and replacement; installation and replacement of lighting; planting and installation of trees, shrubs and other landscape elements and all related ingress and egress, grading, replacement and maintenance activities. These Monument Signage, Access and Maintenance Easements shall be exclusive except for the same easement rights in this Condominium Development hereby retained by the Developer for purposes of signage, installation, maintenance, removal and replacement; installing and replacing lighting; planting and installing trees, shrubs, and other landscape elements and all related ingress and egress; grading, replacement and maintenance activities. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements.

These covenants shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these obligations pertaining to monument signage improvements upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any of the maintenance responsibilities, the lot owners, which may be the Developer or the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on said CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: AUGUST __, 2019

SHEET 12 OF 13

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. 2910, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE

HARPE DEVELOPMENT, LLC, A WISCONSIN LIMITED LIABILITY COMPANY, DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID COMPANY CAUSED THE ABOVE LAND, TO BE SURVEYED, MAPPED AND DEDICATED AS REPRESENTED ON THIS MAP, IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 703 OF THE WISCONSIN STATUTES AND THE VILLAGE OF PLEASANT PRAIRIE LAND DIVISION AND DEVELOPMENT CONTROL ORDINANCE.

HARPE DEVELOPMENT, LLC DOES FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY SECTION 703 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL, OR OBJECTION.

1. VILLAGE OF PLEASANT PRAIRIE

IN WITNESS WHEREOF, THE SAID HARPE DEVELOPMENT, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY DUSTIN R. HARPE AND CORY HARPE, MEMBERS OF SAID HARPE DEVELOPMENT, LLC, ON THIS _____ DAY OF _____ 2019.

DUSTIN R. HARPE _____ Date
MEMBER

CORY HARPE _____ Date
MEMBER

NOTARY CERTIFICATE

STATE OF WISCONSIN) SS
COUNTY OF KENOSHA)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____ 2019, DUSTIN R. HARPE AND CORY HARPE, MEMBERS OF SAID HARPE DEVELOPMENT, LLC, ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH MANAGERS OF SAID COMPANY.

NOTARY PUBLIC: _____

PRINT NAME: _____

MY COMMISSION EXPIRES: _____

CONSENT OF CORPORATE MORTGAGEE CERTIFICATE

COMMUNITY STATE BANK, UNION GROVE, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEYING, MAPPING, AND DEDICATION OF THE LAND DESCRIBED ON THIS PLAT, AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE OF DUSTIN R. HARPE AND CORY HARPE, MEMBERS OF HARPE DEVELOPMENT, LLC.

IN WITNESS WHEREOF, THE SAID COMMUNITY STATE BANK, UNION GROVE HAS CAUSED THESE PRESENTS TO BE SIGNED THIS _____ DAY OF _____ 2019.

(signature)

(print name)

(title)

NOTARY CERTIFICATE

STATE OF WISCONSIN) SS
COUNTY OF KENOSHA)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____ 2019, THE FOREGOING INSTRUMENT AS SUCH _____

NOTARY PUBLIC: _____

PRINT NAME: _____

MY COMMISSION EXPIRES: _____

VILLAGE BOARD CERTIFICATE

WE HEREBY CERTIFY THAT THE CONDOMINIUM PLAT OF GREEN BAY TRAIL, IN THE VILLAGE OF PLEASANT PRAIRIE, SUBMITTED FOR APPROVAL BY HARPE DEVELOPMENT, LLC, DEVELOPER OF SAID LANDS, WAS APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF PLEASANT PRAIRIE ON THIS _____ DAY OF _____ 2019, BY RESOLUTION NO. _____, AND THAT ANY AND ALL CONDITIONS OF SUCH APPROVAL HAVE BEEN SATISFIED.

BY: _____
JOHN P. STEINBRINK
VILLAGE PRESIDENT

ATTESTED TO BY: _____
JANE C. SNELL
VILLAGE CLERK

NOTARY CERTIFICATE

STATE OF WISCONSIN) SS
COUNTY OF KENOSHA)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____ 2019, JOHN P. STEINBRINK AND JANE C. SNELL ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH _____

NOTARY PUBLIC: _____

PRINT NAME: _____

MY COMMISSION EXPIRES: _____

VILLAGE TREASURER'S CERTIFICATE

STATE OF WISCONSIN) SS
COUNTY OF KENOSHA)

I, KATHLEEN M. GOESSL, BEING THE DULY QUALIFIED AND ACTING TREASURER OF THE VILLAGE OF PLEASANT PRAIRIE, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF THIS _____ DAY OF _____ 2019, AFFECTING THE LANDS INCLUDED IN THIS CONDOMINIUM

PLAT OF GREEN BAY TRAIL

BY: _____
KATHLEEN M. GOESSL
VILLAGE TREASURER

COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN) SS
COUNTY OF KENOSHA)

I, TERI A. JACOBSON, BEING THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF KENOSHA COUNTY, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF THIS _____ DAY OF _____ 2019, AFFECTING THE LANDS INCLUDED IN THIS CONDOMINIUM

PLAT OF GREEN BAY TRAIL

BY: _____
TERI A. JACOBSON
COUNTY TREASURER

BOUNDARY DESCRIPTION

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN) SS
COUNTY OF KENOSHA)

I, RIZAL W. ISKANDARSJACH, PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATION OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED UPON THE PROPERTY.

THIS PLAT IS A CORRECT REPRESENTATION OF GREEN BAY TRAIL AS PROPOSED AT THE DATE HEREOF, AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE UNDERSIGNED SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF THE FLOOR PLANS OF THE CONDOMINIUM BUILDINGS AND UNITS CONTAINED IN THE PLAT AND THE APPROXIMATE DIMENSIONS AND FLOOR AREAS THEREOF.

THAT I FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 703 OF THE WISCONSIN STATUTES AND THE LAND DIVISION AND DEVELOPMENT CONTROL ORDINANCES OF THE VILLAGE OF PLEASANT PRAIRIE IN SURVEYING AND MAPPING THE SAME.

DATED THIS _____ DAY OF _____ 2019.

BY: _____
RIZAL W. ISKANDARSJACH, PLS S-2738

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

DATE: AUGUST _____, 2019

SHEET 13 OF 13

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL CONDOMINIUM

Exhibit "B" to Declaration of Condominium

Parcel Number	Building	Unit	Address	Street
	1	11	6727	105 Street
	1	12	6725	105 Street
	2	21	6791	105 Street
	2	22	6701	105 Street
	3	31	6661	105 Street
	3	32	6659	105 Street
	4	41	6595	105 Street
	4	42	6599	105 Street
	5	51	6555	105 Street
	5	52	6543	105 Street
	6	61	6545	105 Street
	6	62	6547	105 Street
	7	71	10510	65 Avenue
	7	72	6527	105 Street
	7	73	10500	65 Avenue
	8	81	6480	105 Street
	8	82	10511	65 Avenue
	8	83	10499	65 Avenue
	9	91	10425	65 Avenue
	9	92	6493	105 Street
	9	93	10421	65 Avenue
	10	101	10405	65 Avenue
	10	102	10419	65 Avenue
	10	103	10411	65 Avenue
	11	111	10420	65 Avenue
	11	112	10406	65 Avenue
	11	113	10416	65 Avenue
	12	121	6530	105 Street
	12	122	10422	65 Avenue
	12	123	10426	65 Avenue
	13	131	10427	66 Court
	13	132	10425	66 Court
	14	141	10425	66 Court
	14	142	10417	66 Court
	15	151	10414	66 Court
	15	152	10415	66 Court
	16	161	10416	66 Court
	16	162	10420	66 Court
	17	171	10424	66 Court
	17	172	6606	105 Street
	18	181	6664	105 Street
	18	182	6666	105 Street
	19	191	6696	105 Street
	19	192	6694	105 Street
	20	201	6718	105 Street
	20	202	6720	105 Street

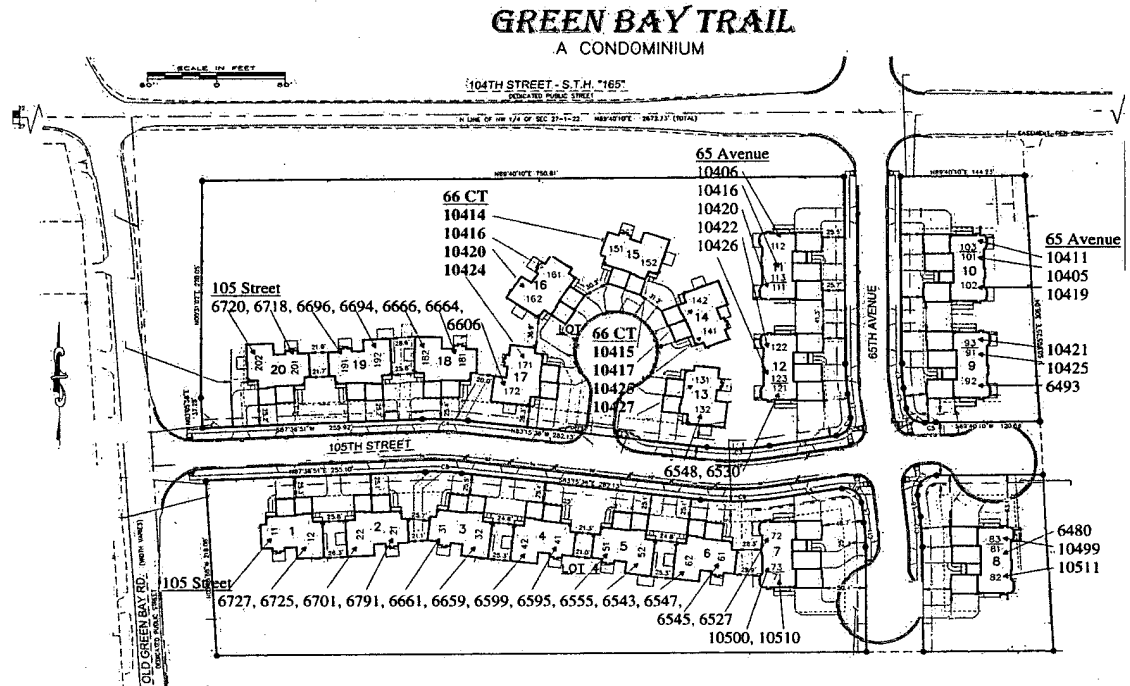


Exhibit C			
Green Bay Trail Condominium Budget			
Income		Annual	
Maintenance Fees			
Operating Expenses			
Common area Repairs			
Building Maintenance			
Insurance -			
	Common elements		
	Insurance - Officers		
Landscape & Pond Maintenance			
	Common area mowing & weed control		
	Pond mowing		
	Street Tree muching & replacement		
	Pond aeration & algae control		
Private Cul-de-sac Maintenance			
	routine sealcoating & repair		
	Snow Removal & salting Pvt Cul -de-sac		
Public Sidewalks			
	snow removal & salting - 105th & 65th		
	Snow removal & salting - Old Green Bay Rd		
	routine repair and replacement		
Exterminating			
Common Electric/Fountain/street lights:			
	Street light and pond aerator		
	AD Min Fee WE ENergies Village processing fee		
Bank charges			
Legal			
Corporate Income Tax			
Accounting			
License/Permits			
Management Fee			
Office Supplies			
Professional Reserve			
Total Operating Expenses			
Reserve Account Summary			
Reserve for common elements-roof siding, etc			
Reserve for 65th Ave & 105th St future extensions			
	Street Trees - 10 trees		
	Driveways & restoration		
Asphalt Patching & replacement Private Cul-de-sac			
Total			
Maintenance Fee/Month**			
Budget Comments			
** We are in the process of collecting bids & contracts for the budget.			