

Harbor Park – Parcel B

Declarations



Harbor Park

Parcel B Condominium Villa

406 B - 55th Street

Base 177,900

9/30/01

DISCLOSURE MATERIALS

HARBOR PARK PARCEL B CONDOMINIUM ASSOCIATION, INC.

Declarant: Harbor Park, LLC

Declarant's Agent: Christopher D. Rintz
7855 Greendale
Burlington, WI 53105

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.
2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.
3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

HARBOR PARK PARCEL B

The disclosure materials the Seller is required by law to provide to each prospective condominium purchaser contains the following documents and exhibits:

INDEX

SECTION

DECLARATION. The Declaration establishes and describes the Condominium, the units and the common elements. The final, but unrecorded, Declaration is set forth in Section . . 1

BYLAWS. The Condominium, in general, is governed by a Wisconsin Non-Stock Corporation, known as Harbor Park Parcel B Condominium Association, Inc. (hereinafter "Unit Owners Association"). The Unit Owners Association will adopt By-Laws containing rules which govern the Condominium and effect the rights and responsibilities of Unit Owners. The final, but unrecorded, By-Laws are set forth in Section 2

ARTICLES OF INCORPORATION. The operation of the Condominium is governed by the Unit Owners Association of which each Unit Owner is a member. Powers, duties, and operation of the Unit Owners Association are specified in its Articles of Incorporation. The final, but not filed, Articles of Incorporation are set forth in Section 3

RULES AND REGULATIONS. The Unit Owners Association and/or its Board of Directors is empowered to adopt Rules and Regulations which apply to all Unit Owners. The final, but unapproved, Rules and Regulations are set forth in Section 4

ANNUAL OPERATING BUDGET. The Unit Owners Association incurs expenses for the operation of the Condominium which are assessed to the Unit Owners. The operating budget is an estimate of those charges. The budget is adopted annually by the Unit Owners Association. The proposed budget is set forth in Section 5

MANAGEMENT OR EMPLOYMENT CONTRACTS. Certain services will be provided to the Condominium through contracts with individuals or private firms. These contracts have not been negotiated at this time and are unlikely to be negotiated until the completion of the construction of the Units.

DECLARATION OF CONDOMINIUM OF
HARBOR PARK PARCEL B CONDOMINIUM
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HARBOR PARK PARCEL B CONDOMINIUM
DECLARATION OF CONDOMINIUM

THIS DECLARATION is made by HARBOR PARK, LLC, a Wisconsin limited liability company, hereinafter referred to as the "Declarant";

WITNESSETH, THAT:

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

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

WHEREAS, the property is subject to the terms and conditions of a certain Declaration of Covenants, Easements and Restrictions by and between the City of Kenosha and the Declarant dated August 21, 2000, and recorded at the office of the Kenosha County Register of Deeds on September 8, 2000, as Document No. 1193162 (the "Restrictions"); and

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

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

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

Section 1. Description of Land. The land which is the subject of this Declaration and upon which the condominium buildings and improvements are and will be located is in Kenosha County, Wisconsin, and is more particularly described as follows:

Lot 2 in HARBOR PARK, being a redivision of Part of government lot numbered 5 in section 31 and Part of government lot numbered 2 in section 32 all in town 2 north, range 23 east of the fourth principal meridian, in the City of Kenosha, Kenosha County, Wisconsin, and being also a replat of lots 1, 2 and 3 of Certified Survey Map No. 1812, recorded as Document No. 991225, all of Lot "A" of Certified Survey Map No. 1290, recorded as Document No. 828215, all of the land recorded in Document No. 1129940, and all of the land recorded in Document No. 846396; all being recorded with the Kenosha County Register of Deeds office, and being here land which includes blocks 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 28 and 29 and part of Blocks 12, 13 and 14 of the Original Town of Southport, a recorded plat with the Kenosha County Register of Deeds office.

Parcel Identification Number: 12-4-223-31-401-102

Section 2. Name of Condominium. The name by which the condominium shall be identified is Harbor Park Parcel F Condominium.

Section 3. Description of Buildings.

A. Three buildings containing residential units will be constructed in the location as shown on the Condominium Plat attached to this Declaration as Exhibit A.

B. The condominium dwelling units in the residential buildings are called "units", and their boundaries are described in Section 4 of this Declaration. Each unit has a number designation.

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

Section 4. Description of Units.

A. Each residential unit has a number designation, and the location and immediate common area and limited common area to which it has access are shown on the Condominium Plat attached to this Declaration as Exhibit A.

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

1. Horizontal Boundaries:

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

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

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

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

D. The structural portions of each building, any smoke detectors and fire alarms and the exterior surface of any garage door shall be common elements. Utility lines and plumbing equipment located outside of the units shall be repaired and maintained by and at the expense of the Harbor Park Parcel B Condominium Association, Inc. (the "Association"). The heating and air conditioning systems and water heater for each unit shall be considered part of the unit and repaired and maintained by and at the expense of the unit owner.

E. As shown on the Condominium Plat attached hereto as Exhibit A, a garage and/or vehicle parking spaces:

1. May be part of and included within a designated unit; or

2. May be a limited common element, the exclusive use of which may be assigned to a designated unit; or

3. May be situated within the common area subject to use regulations set forth in the Bylaws of the Association or the Rules and Regulations adopted by the Board of Directors of the Association, from time to time.

F. If any portion of the common or limited common elements shall encroach upon any unit, or if any unit shall encroach upon any other unit or upon a portion of the common or limited common elements as a result of the construction, reconstruction, or repair of the building, or as the result of settling or shifting of the building, a valid easement for the encroachment and for its

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

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

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

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

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

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

B. All porches, decks, balconies, patios and designated driveway parking spaces immediately adjacent to any unit and parking spacing designated on the Condominium Plat shall be a part of the common area and not a part of any individual unit; however, as limited common elements, each unit owner shall be entitled to the exclusive use and possession of that porch, deck, balcony, patio and parking space.

Section 6. Interest in Common Areas and Voting Rights.

A. Each unit shall be treated as an individual property capable of independent use in fee simple ownership.

B. Each unit owner shall be entitled to and own an undivided interest in the common elements as a tenant in common with all other unit owners of the property and except as otherwise

limited in this Declaration, shall have the right to use the common elements for all purposes incident to the use and occupancy of such owner's unit as a place of residence, and such incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with the unit. The extent or amount of such ownership shall be expressed by a percentage amount. The Declarant has determined each unit's corresponding percentage of ownership in the common elements as set forth in the Schedule attached hereto as Exhibit B and incorporated by reference as though fully set forth herein. The undivided interest in the common elements shall not be separated from the unit and shall be deemed to be conveyed, encumbered, or leased with the unit even though such interest is not expressly mentioned or described in the conveyance of other instrument.

C. Each unit shall have one vote on matters submitted by the Association for decision.

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

Section 7. General Provisions as to Common Elements and Limited Common Elements.

A. Each unit owner shall have the right to use the common elements in common with all other unit owners, as may be required for the purposes of ingress and egress to, and use, occupancy and enjoyment of the respective unit owned by each unit owner. Such rights shall extend to the unit owner and the members of the immediate family and guests and other authorized occupants and visitors of the unit owner. The use of the common elements and the rights of unit owners with respect thereto shall be subject to and governed by the provisions of the Act, the Declaration, and the bylaws and Rules and Regulations of the Association.

B. Except as otherwise provided herein, management, repair, alteration and improvement of the common elements shall be the responsibility of the Association. Each unit owner shall pay a proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the common elements (the "Common Expenses"). The Common Expenses shall be allocated and divided as follows:

1. The Common Expenses relating specifically to a building shall be paid by the unit owners of that building in proportion to the square footage of the unit as compared to the total square footage of all units situated in the building.

2. The balance of the Common Expenses shall be shared and allocated based upon the percentage interest of the unit in the Common Areas as set forth on Exhibit B attached hereto.

Square footage of each unit shall be determined by the Board of Directors of the Association based upon the best information available and shall include all interior living space and any garage floor

area which is part of and included within a unit. Payment of the Common Expenses shall be in such amount and at such times as may be provided by the bylaws and/or Rules and Regulations of the Association.

C. Unless and until such time as the Association determines to the contrary, each unit owner shall be responsible for the costs of repair, maintenance and appearance of the porches, decks, balconies and patios, the exclusive use and possession whereof is extended hereby, at the unit owner's expense, including, without limitation, responsibility for damage, breakage, malfunction and ordinary wear and tear. A unit owner shall not paint or otherwise decorate, modify, adorn, or change the appearance of any such porch, deck, balcony, or patio in any manner contrary to the Rules and Regulations as may be established by the Association.

D. Any parking space or other portion of the property allocated to parking purposes shall be part of the common elements except for garages which are included within unit boundaries and except for any garage or space which has been made part of or specifically assigned to any unit as a limited common element. The Declarant hereby reserves the right, until sale and conveyance of all units, to grant to any unit owner and to no other person, the exclusive use of a designated parking space, which exclusive use shall be deemed to be appurtenant to and pass with the title to the unit to which appurtenant, even though not expressly mentioned in the document passing title to the unit. The Declarant shall, in the event of exercise of such reserved right, give the Association notice thereof and the name of the unit owner to whom the Declarant has granted the exclusive use, which notice shall be conclusive upon the Association and all unit owners as to the rights of the unit owner designated in such notice. Subject to the foregoing (and subject to the right to exchange and reassign the right to use a certain parking space or stall), the Association may determine to grant exclusive use and possession to designated parking stalls in any portion of the property allocated to parking purposes to unit owners and the Board of Directors of the Association may, in any event, prescribe such Rules and Regulations with respect to such parking areas as the Board of Directors of the Association may deem appropriate.

Section 8. Residential Use and Lease of Unit.

A. All units are restricted to residential use, except that the Declarant reserves the right to use units as sales models until all units are sold.

B. If more than eighty percent (80%) of the total condominium units are occupied by unit owners or by persons related by blood or marriage to any such unit owner, a unit owner may lease or rent his unit. No owner shall lease or rent his unit for a term of less than six months. Any owner who wishes to lease or rent his unit to any person not related by blood or marriage to the unit owner shall give to the Association Board of Directors no less than twenty (20) days prior, written notice of the name of the proposed lessee/tenant and the intention of the unit owner to lease to the lessee/tenant. The Board of Directors shall thereafter inform the unit owner if the proposed lease or rental of the unit will result in more than twenty percent (20%) of the total condominium units

being leased for occupancy by persons not related by blood and marriage to the unit owner, in which event the lease or rental agreement shall not be consummated or completed.

C. The Association Board of Directors shall maintain a register of all units rented or leased from time to time to any person not related by blood or marriage to a unit owner and shall provide information as to the percentage of units so leased to any unit owner requesting such information.

Section 9. Service of Process. Service of process on the Declarant or the Association shall be made upon Christopher D. Rintz, 7855 Greendale, Burlington, Wisconsin 53105, until the Association shall designate a successor registered agent by the vote of a majority of a quorum present at any meeting of the Association.

Section 10. Damage or Destruction. In the event eighty percent (80%) or more of the number of units of the property are destroyed or substantially damaged, action by the Association, by vote of seventy-five percent (75%) or more of the common interest taken within ninety (90) days after such damage or destruction, shall be necessary to determine to rebuild, repair, or restore the property as more fully described in the Bylaws of the Association. Damage or destruction to a lesser extent shall be repaired or restored pursuant to an arrangement by the Board of Directors of the Association as provided by said Bylaws.

Section 11. Miscellaneous Matters.

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

B. Declarant hereby reserves for the Association, acting by and in the discretion of its Board of Directors, the right to grant to the City of Kenosha, Kenosha County, or public or semi-public utility companies, or any cable TV company serving the property, easements, and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes, cable and conduits for the transmission of electricity, telephone and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, and similar services, and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the

improvement and benefit of the property. Such easements and rights-of-way shall be confined, so far as possible, in underground pipes, cables, or other conduits, with the right to do whatever may be necessary to carry out the purposes for which this easement is created.

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

D. A perpetual easement is hereby granted for the free and uninterrupted access to the grounds hereinbefore described for any and all legally designated representatives of the United States Postal Service for the performance of their duties.

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

Section 12. Termination. All of the unit owners may remove this condominium property from the provisions of the Wisconsin Condominium Ownership Act by an instrument to that effect duly executed and recorded in accordance with the provisions of Chapter 703 of the Wisconsin Statutes.

Section 13. Amending Declaration.

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

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

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

powers, rights, duties and functions at any time after consummating the sale of units aggregating fifty-one percent (51%) of all unit ownerships. Declarant shall interpret the foregoing.

Section 15. Waiver of Damages. Neither the Declarant, nor its representatives or designees, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities reserved, granted, or delegated to it by, or pursuant to, this Declaration, or in the Declarant's capacity as developer, contractor, owner, manager, or seller of any unit, whether or not such claim (a) shall be asserted by any unit owner, occupant, the Association, or any person or entity claiming through any of them; or (b) shall be on account of injury to person or damage or to loss of property wherever located and however caused. Without limitation to the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any owner, occupant, the Association and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the condominium property, or by reason of the failure to function, or disrepair of, any utility services (electricity, heat, air conditioning, gas, water, sewer, etc.). In the event of any dispute, the Declarant, its successors or assigns, shall have the option to settle the same in full by repurchasing the unit from the unit owner for a sum equal to the unit owner's original purchase price plus an amount equal to two percent (2%) of said purchase price.

Section 16. Interpretation of Declaration. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a high-quality, residential condominium development. In the event of any controversy arising under this Declaration, the same shall be submitted to arbitration under the laws of the State of Wisconsin as a prerequisite to the commencement of any legal proceeding. Such arbitration shall be before one disinterested arbitrator if one can be agreed upon; otherwise, before three (3) disinterested arbitrators, one named by the party or parties submitting the matter at issue, one named by the party or parties contesting the matter at issue and one by the two thus chosen. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the State of Wisconsin as applied to the facts found by him or them. The expense of the arbitration proceeding conducted hereunder shall be borne equally by the parties. All arbitration proceedings hereunder shall be conducted in Kenosha County, Wisconsin.

IN WITNESS WHEREOF, Harbor Park, LLC has caused this Declaration to be signed by its authorized member this 19 day of April, 2002.

HARBOR PARK, LLC

By. 
Christopher D. Rintz-Member

State of Wisconsin)
) ss.
Kenosha County)

Personally came before me this 19th day of April, 2002, the above named Christopher D. Rintz, to me known to be the member of Harbor Park, LLC authorized to execute and the person who executed the foregoing Declaration of Condominium and acknowledged the same.



R. William Phenicie
Notary Public, State of Wisconsin
My commission is permanent

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

CONDOMINIUM PLAT
OF
HARBOR PARK PARCEL B

OF LOT 2 IN HARBOR PARK SUBDIVISION IN SECTIONS 31 AND 32,
TOWNSHIP 2 NORTH, RANGE 23 EAST OF THE 4TH PRINCIPAL MERIDIAN,
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.

OWNER'S CERTIFICATE

WE, HARBOR PARK, LLC, AS OWNER, DO HEREBY CERTIFY THAT WE HAVE CAUSED THE
LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED
AS REPRESENTED ON THIS PLAT.

DATED THIS _____ DAY OF _____, 2002.

STATE OF WISCONSIN) S.S.
COUNTY OF KENOSHA)

I, _____, NOTARY PUBLIC FOR THE STATE AFORESAID, DO HEREBY CERTIFY
THAT _____ AND _____, PERSONALLY KNOW TO ME
TO BE THE _____ AND _____, RESPECTIVELY, OF SAID
CORPORATION, TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING
INSTRUMENT AND ACKNOWLEDGED THE SAME.

DATED THIS _____ DAY OF _____, 2002.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

STATE OF WISCONSIN) S.S.
COUNTY OF KENOSHA)

THIS CONDOMINIUM HAS BEEN SUBMITTED TO AND APPROVED BY THE COMMON
COUNCIL OF THE CITY OF KENOSHA ON THIS _____ DAY OF _____, 2002.

JEAN MORGAN - CITY CLERK

JOHN M. ANTARMIAN - MAYOR

STATE OF ILLINOIS) S.S.
COUNTY OF COOK)

I, ROBERT J. McINTOSH, A WISCONSIN PROFESSIONAL LAND SURVEYOR, WISCONSIN
LAND SURVEYOR # 2560, DO HEREBY CERTIFY THAT THIS CONDOMINIUM PLAT
IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THAT THE
IDENTIFICATION AND LOCATION OF EACH PROPOSED UNIT AND THE COMMON ELEMENTS
CAN BE DETERMINED FROM THIS PLAT.

DATED THIS 25TH DAY OF FEBRUARY, 2002

ROBERT J. McINTOSH, WISCONSIN PROFESSIONAL LAND SURVEYOR #2560



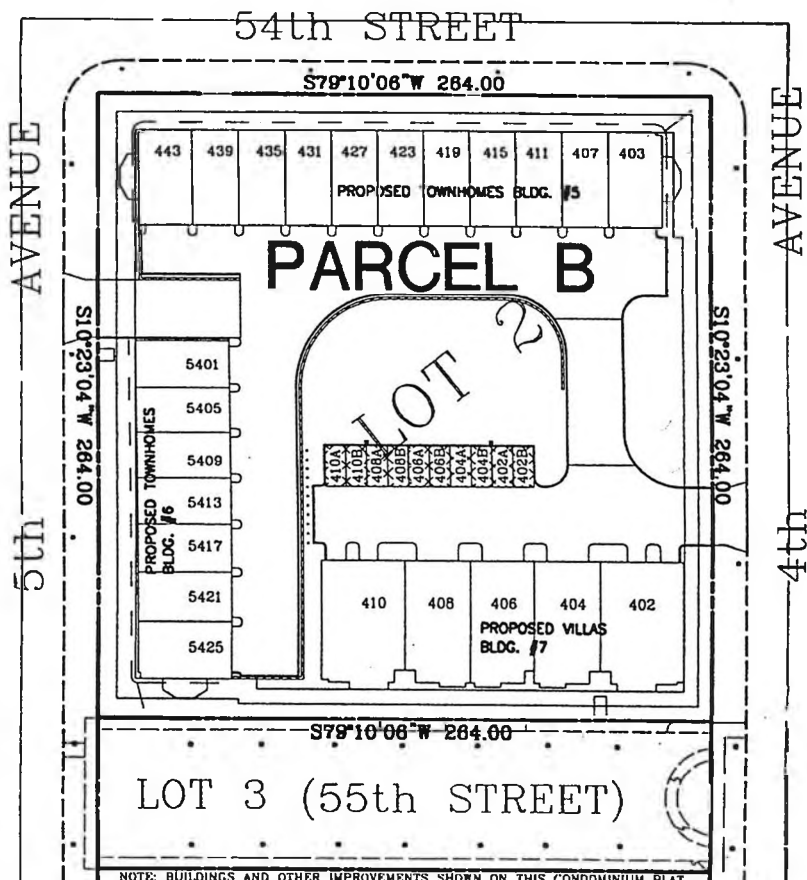
LIMITED COMMON ELEMENTS - SEE DECLARATIONS AND COVENANTS

ParcelSheet1.dwg



NOT ORIGINAL WITHOUT
EMBOSSED SEAL

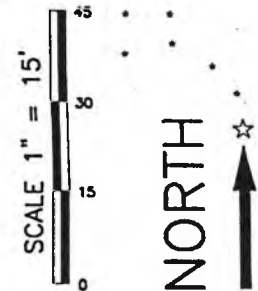
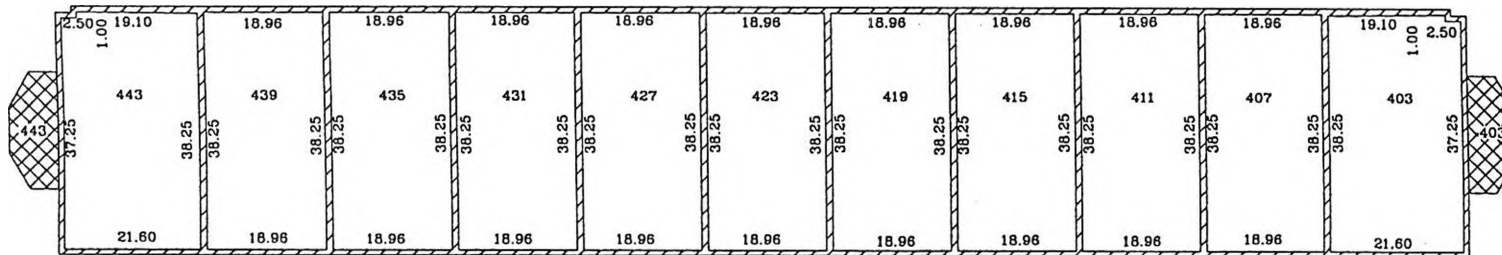
EXHIBIT A



NOTE: BUILDINGS AND OTHER IMPROVEMENTS SHOWN ON THIS CONDOMINIUM PLAN REPRESENT PROPOSED CONSTRUCTION NOT COMPLETED AS OF THE DATE OF THIS PLAN. UNIT DESIGNATIONS (AND LIMITED COMMON AREA DESIGNATIONS) ARE 418 (433A) WHERE 418 (433) - STREET ADDRESS AND A - UNIT NUMBER. ALL DIMENSIONS SHOWN ARE APPROXIMATE. SOME DIMENSIONS SHOW AVERAGES. CURRENT ARCHITECTURAL PLANS SHOULD BE USED FOR CONSTRUCTION PURPOSES. ALL AREAS FALLING WITHIN THE LOT LINES, EXCEPT THE UNITS AND THE DESIGNATED LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS.

CONDOMINIUM PLAT OF HARBOR PARK PARCEL B

OF LOT 2 IN HARBOR PARK SUBDIVISION IN SECTIONS 31 AND 32,
TOWNSHIP 2 NORTH, RANGE 23 EAST OF THE 4th PRINCIPAL MERIDIAN,
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.

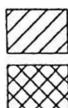


2

GARAGE FLOOR

1" = 15'

ALL ADDRESSES ARE 54th STREET



COMMON ELEMENTS - SEE DECLARATIONS AND COVENANTS

LIMITED COMMON ELEMENTS - SEE DECLARATIONS AND COVENANTS



CE DESIGN, LTD.

ENGINEERS/ARCHITECTS

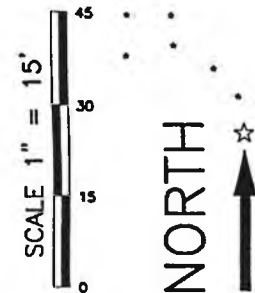
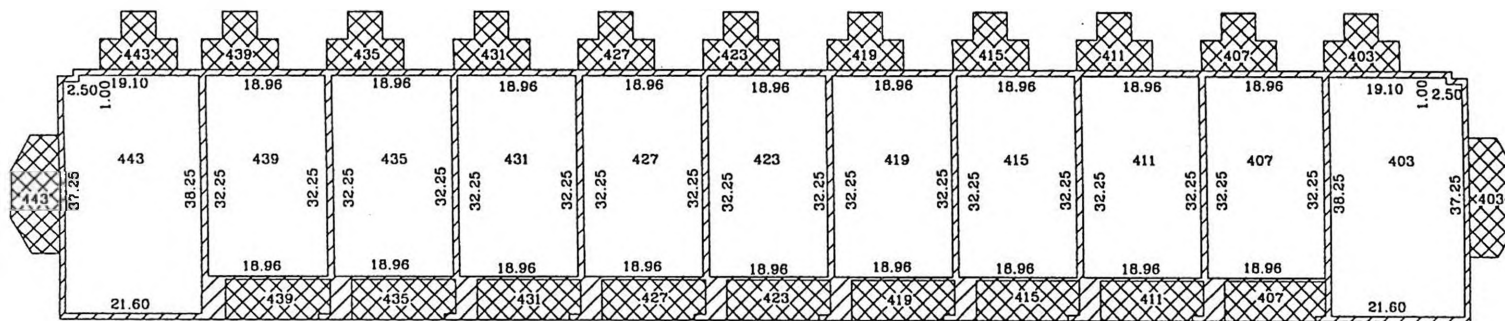
18750 ROHLWING ROAD, ROLLING MEADOWS ILLINOIS 60008-1339

(847) 392-3570 FAX (847) 392-8252

SHEET 2 OF 12

CONDOMINIUM PLAT OF HARBOR PARK PARCEL B

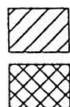
OF LOT 2 IN HARBOR PARK SUBDIVISION IN SECTIONS 31 AND 32,
TOWNSHIP 2 NORTH, RANGE 23 EAST OF THE 4th PRINCIPAL MERIDIAN,
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.



2

FIRST FLOOR
1" = 15'

ALL ADDRESSES ARE 54th STREET



COMMON ELEMENTS - SEE DECLARATIONS AND COVENANTS

LIMITED COMMON ELEMENTS - SEE DECLARATIONS AND COVENANTS



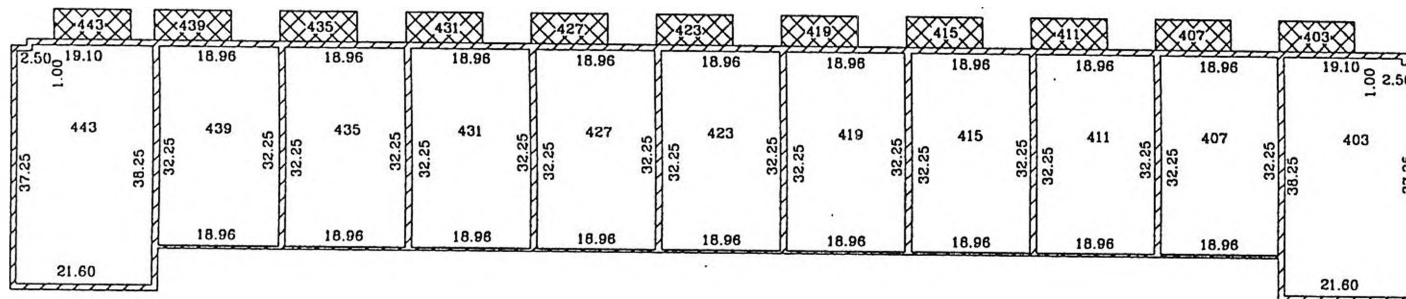
CE DESIGN, LTD.

ENGINEERS/ARCHITECTS

1875D ROHLWING ROAD, ROLLING MEADOWS ILLINOIS 60008-1339
(847) 392-3570 FAX (847) 392-8252

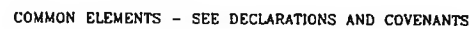
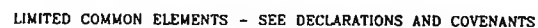
SHEET 3 OF 12

OF LOT 2 IN HARBOR PARK SUBDIVISION IN SECTIONS 31 AND 32,
TOWNSHIP 2 NORTH, RANGE 23 EAST OF THE 4th PRINCIPAL MERIDIAN,
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.



SECOND FLOOR
1" = 15'

ALL ADDRESSES ARE 54th STREET

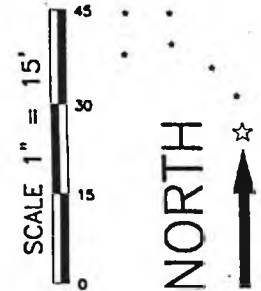
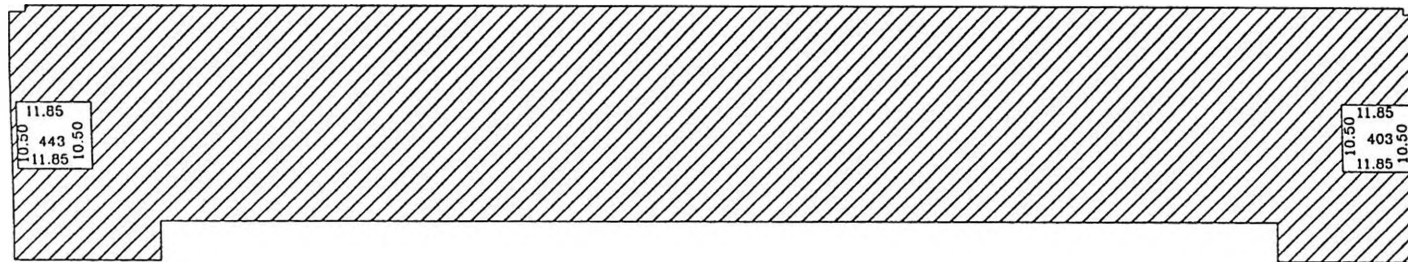


ENGINEERS/ARCHITECTS

1875D ROHLWING ROAD, ROLLING MEADOWS ILLINOIS 60008-1339
(847) 392-3570 FAX (847) 392-8252

CONDOMINIUM PLAT OF HARBOR PARK PARCEL B

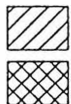
OF LOT 2 IN HARBOR PARK SUBDIVISION IN SECTIONS 31 AND 32,
TOWNSHIP 2 NORTH, RANGE 23 EAST OF THE 4th PRINCIPAL MERIDIAN,
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.



2

ATTIC FLOOR
1" = 15'

ALL ADDRESSES ARE 54th STREET



COMMON ELEMENTS - SEE DECLARATIONS AND COVENANTS



LIMITED COMMON ELEMENTS - SEE DECLARATIONS AND COVENANTS



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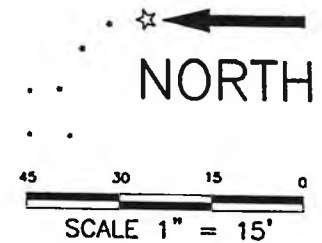
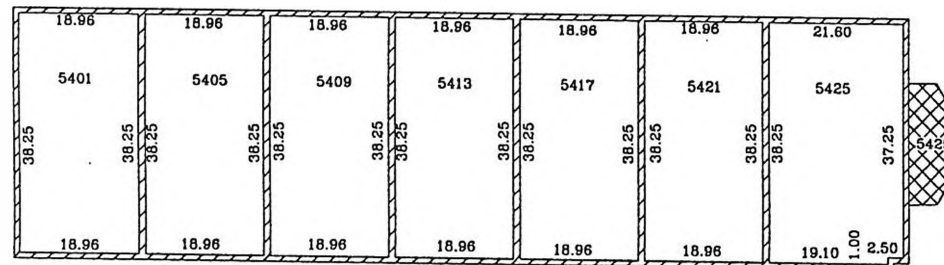
ENGINEERS/ARCHITECTS

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(847) 392-3570 FAX (847) 392-8252

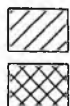
SHEET 5 OF 12

CONDOMINIUM PLAT OF HARBOR PARK PARCEL B

OF LOT 2 IN HARBOR PARK SUBDIVISION IN SECTIONS 31 AND 32,
TOWNSHIP 2 NORTH, RANGE 23 EAST OF THE 4th PRINCIPAL MERIDIAN,
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.



② GARAGE FLOOR 1" = 15' ALL ADDRESSES ARE 5th AVENUE



COMMON ELEMENTS - SEE DECLARATIONS AND COVENANTS

LIMITED COMMON ELEMENTS - SEE DECLARATIONS AND COVENANTS



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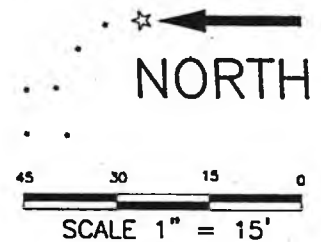
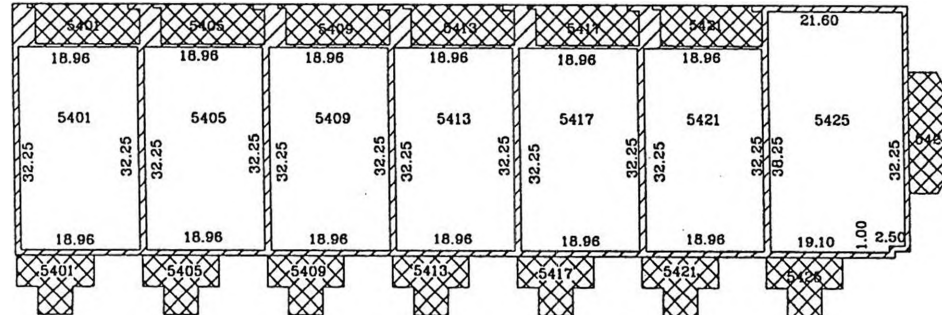
ENGINEERS/ARCHITECTS

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SHEET 6 OF 12

CONDOMINIUM PLAT OF HARBOR PARK PARCEL B

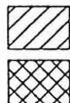
OF LOT 2 IN HARBOR PARK SUBDIVISION IN SECTIONS 31 AND 32,
TOWNSHIP 2 NORTH, RANGE 23 EAST OF THE 4th PRINCIPAL MERIDIAN,
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.



2

FIRST FLOOR
1" = 15'

ALL ADDRESSES ARE 5th AVENUE



COMMON ELEMENTS - SEE DECLARATIONS AND COVENANTS

LIMITED COMMON ELEMENTS - SEE DECLARATIONS AND COVENANTS



CE DESIGN, LTD.

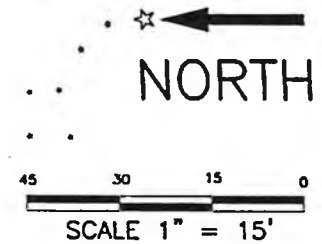
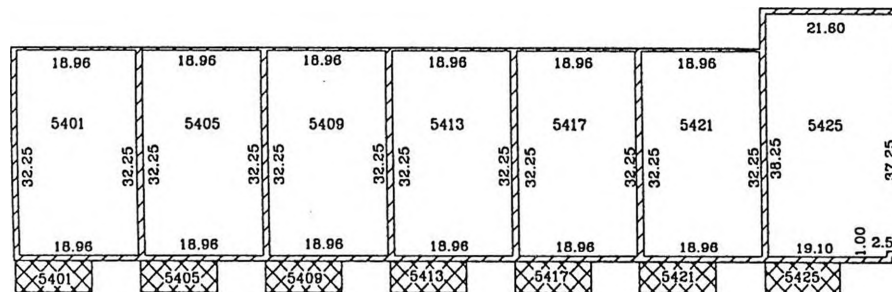
ENGINEERS/ARCHITECTS

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SHEET 7 OF 12

CONDOMINIUM PLAT OF HARBOR PARK PARCEL B

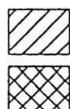
OF LOT 2 IN HARBOR PARK SUBDIVISION IN SECTIONS 31 AND 32,
TOWNSHIP 2 NORTH, RANGE 23 EAST OF THE 41st PRINCIPAL MERIDIAN,
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.



2

SECOND FLOOR
1" = 15'

ALL ADDRESSES ARE 5th AVENUE



COMMON ELEMENTS - SEE DECLARATIONS AND COVENANTS

LIMITED COMMON ELEMENTS - SEE DECLARATIONS AND COVENANTS



CE DESIGN, LTD.

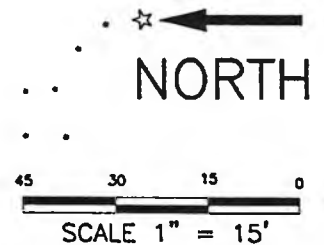
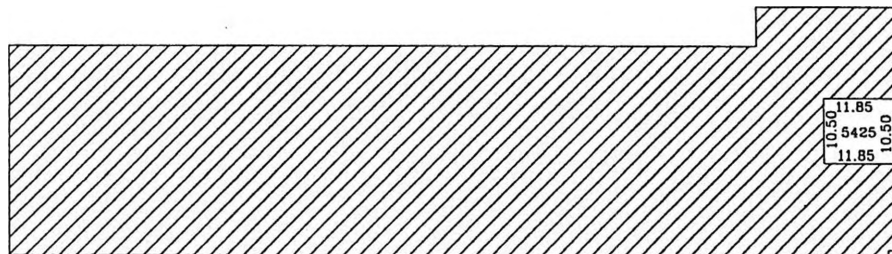
ENGINEERS/ARCHITECTS

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SHEET 8 OF 12

CONDOMINIUM PLAT OF HARBOR PARK PARCEL B

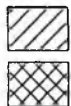
OF LOT 2 IN HARBOR PARK SUBDIVISION IN SECTIONS 31 AND 32,
TOWNSHIP 2 NORTH, RANGE 23 EAST OF THE 4th PRINCIPAL MERIDIAN,
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.



2

ATTIC FLOOR
1" = 15'

ALL ADDRESSES ARE 5th AVENUE



COMMON ELEMENTS - SEE DECLARATIONS AND COVENANTS

LIMITED COMMON ELEMENTS - SEE DECLARATIONS AND COVENANTS



CE DESIGN, LTD.

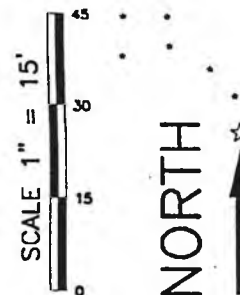
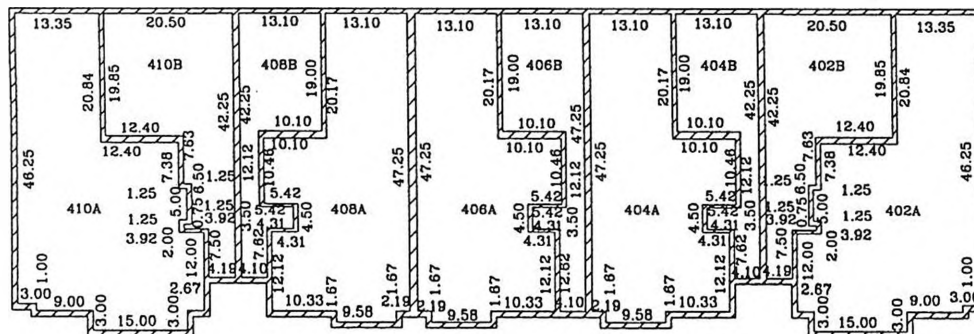
ENGINEERS/ARCHITECTS

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SHEET 9 OF 12

CONDOMINIUM PLAT OF HARBOR PARK PARCEL B

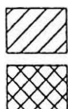
OF LOT 2 IN HARBOR PARK SUBDIVISION IN SECTIONS 31 AND 32,
TOWNSHIP 2 NORTH, RANGE 23 EAST OF THE 4th PRINCIPAL MERIDIAN,
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.



2

FIRST FLOOR
1" = 15'

ALL ADDRESSES ARE 55th STREET



COMMON ELEMENTS - SEE DECLARATIONS AND COVENANTS

LIMITED COMMON ELEMENTS - SEE DECLARATIONS AND COVENANTS



CE DESIGN, LTD.

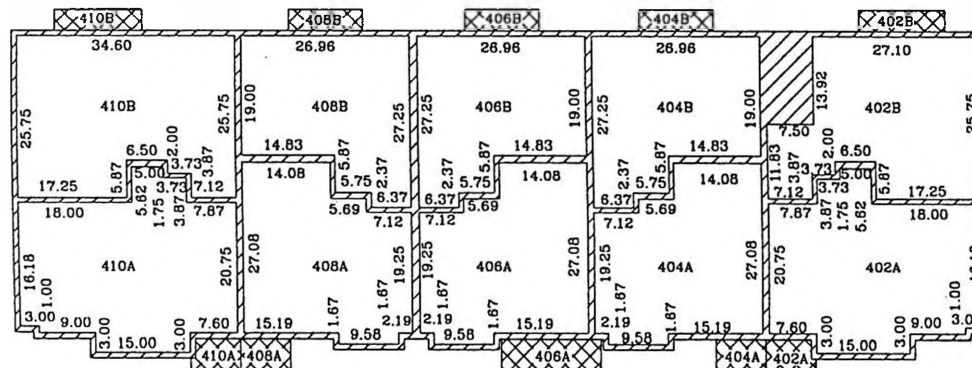
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SHEET 10 OF 12

CONDOMINIUM PLAT OF HARBOR PARK PARCEL B

OF LOT 2 IN HARBOR PARK SUBDIVISION IN SECTIONS 31 AND 32,
TOWNSHIP 2 NORTH, RANGE 23 EAST OF THE 4th PRINCIPAL MERIDIAN,
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.

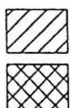


2

SECOND FLOOR

ALL ADDRESSES ARE 55th STREET

1" = 15'



COMMON ELEMENTS - SEE DECLARATIONS AND COVENANTS

LIMITED COMMON ELEMENTS - SEE DECLARATIONS AND COVENANTS



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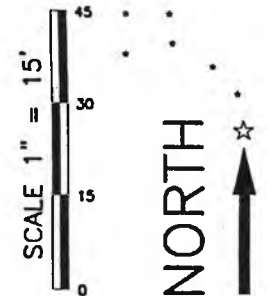
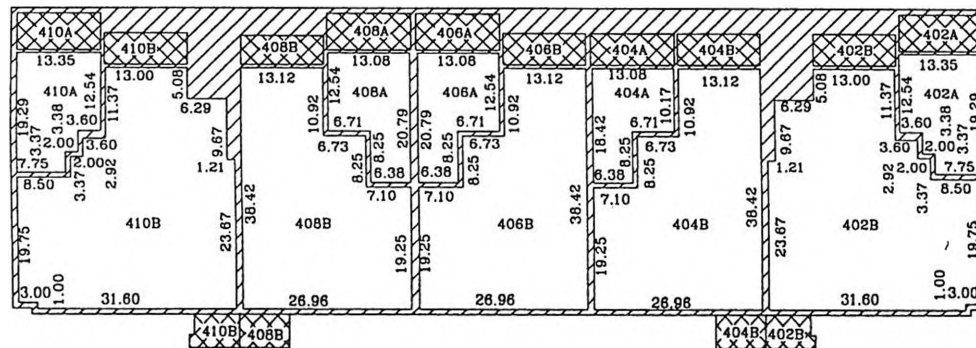
1875D ROHLWING ROAD, ROLLING MEADOWS ILLINOIS 60008-1339

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SHEET 11 OF 12

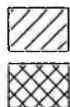
CONDOMINIUM PLAT OF HARBOR PARK PARCEL B

OF LOT 2 IN HARBOR PARK SUBDIVISION IN SECTIONS 31 AND 32,
TOWNSHIP 2 NORTH, RANGE 23 EAST OF THE 4th PRINCIPAL MERIDIAN,
CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.



2 THIRD FLOOR
1" = 15'

ALL ADDRESSES ARE 55th STREET



COMMON ELEMENTS - SEE DECLARATIONS AND COVENANTS



LIMITED COMMON ELEMENTS - SEE DECLARATIONS AND COVENANTS



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SHEET 12 OF 12

EXHIBIT B TO DECLARATION OF CONDOMINIUM OF
HARBOR PARK PARCEL B CONDOMINIUM

Schedule of Percentage of Ownership in Common Elements

<u>Unit Number</u>	<u>Percentage of Ownership</u>
410A	4.2357
410B	4.9313
408A	3.8858
408B	3.4371
406A	3.8858
406B	3.4371
404A	3.8858
404B	3.4371
402A	4.2357
401B	4.9313
5401	3.1344
5405	3.1344
5409	3.1344
5413	3.1344
5417	3.1344
5421	3.1344
5425	4.2271
341	4.2271
337	3.1344
333	3.1344
329	3.1344
325	3.1344
321	3.1344
317	3.1344
313	3.1344
309	3.1344
305	3.1344
301	4.2271