RETURN TO Inland Title

REGISTER'S OFFICE)
Kenosha County, Wis.) S.S.
RECORDED AT 10:40 A M

ON SEP 1 1977 IN
RECORDS VOL. 997 P. 595-620

Rose Bloom
REGISTER OF DEEDS

2700

VOL 997 PAGE 595

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DECLARATION OF CONDOMINIUM

OF

HARBOR VILLA CONDOMINIUM HOMES

This Declaration is made under the Wisconsin Unit Ownership Act, Chapter 703, Wisconsin Statutes, by Kenosha Savings and Loan Association, a Wisconsin corporation, under the laws of the State of Wisconsin, hereafter referred to as Developer.

THEREFORE, Developer as the fee owner thereof, hereby declares that all of the property described in Exhibit A shall be held, sold and conveyed subject to Chapter 703 of the Wisconsin Statutes.

ARTICLE I

DESCRIPTION OF BUILDINGS AND UNITS

Section 1. There shall be 2 residential buildings containing a total of 21 units and facilities as follows:

(a) The units and Limited Common Area appurtenant thereto are described as follows:

Type A. A two-bedroom apartment consisting of a living room, dining room, kitchen, two bedrooms and two baths, all on one level, together with an enclosed patio on the front.

Type B. A two-bedroom apartment consisting of a living area, dining area, kitchen, two bedrooms and one and one-half baths, situated on two levels.

Type C. A three-bedroom apartment consisting of a living area, dining area, kitchen, three bedrooms and two and one-half baths, situated on two levels.

Type D. None.

Type E. A two-bedroom apartment consisting of a living room, dining room, kitchen, two bedrooms and two baths, all on one level, together with an

enclosed patio on the front and a patio area adjacent thereto on the rear which is enclosed by a railing.

Type F. A two-bedroom apartment consisting of a living room, dining room, kitchen, two bedrooms and two baths, all on one level, together with a patio area on the front which is enclosed by a railing, and a patio area adjacent thereto on the rear.

Type G. A two-bedroom apartment consisting of a living area, dining area, kitchen, two bedrooms and one and one-half baths, situated on two levels, together with a balcony with egress thereto from the living room.

Type H. A three-bedroom apartment consisting of a living area, dining area, kitchen, three bedrooms and two and one-half baths, situated on two levels, together with a balcony with egress thereto from the dining area.

Type J. A two-bedroom apartment consisting of a living room, dining room, kitchen, two bedrooms and two all on one level together with a patio on the front which is enclosed by a railing, a patio on the side which is enclosed by a railing and a patio area adjacent thereto on the rear.

(b) Each unit contains and includes a built-in stove and dishwasher, refrigerator, wash machine and clothes dryer.

(c) Building 1 has three stories and a basement and is constructed principally of concrete block and stucco and contains 2 Type A apartments, 5 Type B apartments, 1 Type C apartment, and 1 Type E apartment; there is a deck running from the front of the building along the southerly end thereof which is connected to a concrete patio area at the rear of the building; there are balconies on the rear of the building on the second and third floors which are connected to the stairtower leading to the ground which is designed for and to be used as a fire escape.

(d) Building 2 has three stories with a crawl space under the first floor, and is constructed principally of concrete block and stucco and contains 3 Type F apartments, 7 Type G apartments, 1 Type H apartment and 1 Type J apartment and a maintenance room on the first floor; there are balconies on the rear of the building on the second and third floors which are connected to the stairtower leading to the ground which is designed for and to be used as a fire escape.

(e) Each building and unit is specifically described by dimension and location on Exhibit B attached hereto and made a part of this Declaration. Building 1 has an underground parking area in the basement.

Section 2. INTERPRETATION OF PLANS. In interpreting the survey of floor plans or any deed or any other instrument affecting a building or unit, the boundaries of the buildings or unit constructed or reconstructed in substantial accordance with the survey and floor plans shall be conclusively presumed to be the actual boundaries rather than the description expressed in the survey or floor plans, regardless of settling or lateral movement of the buildings and regardless of minor variations between boundaries shown on the survey and floor plans and those of the buildings or unit as located and erected.

Section 3. UNITS. The boundaries of each unit are as follows:

(a) "Unit shall mean a part of the property subjected by this Declaration to the Wisconsin Unit Ownership Act, including one or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located on one or more floors in a building.

(b) The upper boundary of a one level unit is the horizontal plane of the lower face of the joists supporting the ceiling. The lower boundary is the horizontal plane of the upper face of the concrete floor or joists supporting the floor as the case may be.

(c) The upper boundary of each two level unit is the horizontal plane of the lower face of the joists supporting the ceiling on the upper level. The lower boundary is the horizontal plane of the upper face of the joists supporting the floor.

(d) The side boundaries are the vertical planes, the elevation of which coincide with the face of the studs supporting the drywall. Each door and window shall constitute a part of the unit.

(e) The foregoing boundaries extended to their intersection constitute the unit together with all windows, window frames, doors, door jambs, including all glass in all windows and doors, together with an air conditioning compressor located on the roof of the building (Common Area), which bears the same identification as the unit to which it is appurtenant.

Section 4. COMMON AND LIMITED COMMON AREAS. Every area, structure and facility, which is not a unit is a Common Area. Common Areas which are identified on Exhibit B as Limited Common Areas are appurtenant to the unit designated on Exhibit B and are limited for the exclusive use of the Owner or Owners of such unit, subject to such rules and regulations as to manner of use and decoration of the Limited Common Areas as shall be established by the Association.

Section 5. PERCENTAGE INTEREST IN COMMON AREAS. The ownership of each of the Units includes a 1/21st undivided interest in the Common Area and the same shall be conveyed with each of the Units.

ARTICLE II

PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

Section 1. OWNERS EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit.

Section 2. OWNERS RIGHT TO INGRESS AND EGRESS AND SUPPORT. Each Owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to his Unit, and shall have the right to lateral support for his Unit and such rights shall be appurtenant to and pass with the title to each Unit.

Section 3. USE OF UNITS. Each Unit shall be used exclusively for residential purposes. Lease or rental of a Unit for residential purposes shall not be considered to be a violation of this covenant. Units may be rented or leased, but not for a term of less than one (1) month. No room in any Unit may be rented. No Unit may be subdivided. Notwithstanding anything herein contained

to the contrary, the Developer shall have the absolute right to use three units as and for a sales office and models, until such time as Developer shall in its sole discretion determine that such use of said units shall no longer be required for Developer's purposes.

Section 4. USE OF COMMON AREA. There shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common Area in violation of the ordinances of the City of Kenosha (with respect to fire escapes) and without the prior written consent of the Association except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association. Developer shall have the absolute right to erect signs on the buildings to identify said sales office and models and place one or more signs in the common area designed to direct the general public and prospective purchasers from the public roads through the development to said sales office and models.

Section 5. OBSTRUCTIONS IN THE COMMON AREA; REMOVAL. In the event any Owners(s) shall obstruct any portion of the Common Area, the Board of Directors or its agent shall have the absolute right to remove said obstruction after providing written notice to the effect that the Owner(s) causing, creating or permitting such obstruction to exist, shall have Ten (10) days to remove same. If said obstruction is not removed by said Owner(s), the Board of Directors, or its agent, shall remove same and assess the cost of removal and/or restoration of the Common Areas against the units belonging to the Owner(s) who caused, created or permitted such obstruction to exist. Such assessment shall become a lien in favor of the Association in the same manner as regular monthly assessments.

Section 6. PARKING RIGHTS. Every Owner shall be entitled to the exclusive right and use of one indoor parking space in Building 1 and one outdoor parking space, each of which shall be assigned by the Association. Owners shall have the right to rent additional parking spaces to the extent of those available on a first come first serve basis, upon terms determined by the Association and the rent received therefor shall be used by the Association for its operations in connection with the condominium project. No owner shall utilize any outdoor parking space for the storage of a boat and/or trailer, but such outdoor parking space shall be exclusively used for the parking of motor vehicles.

Section 7. RIPARIAN RIGHTS OF OWNERS; RENTAL AND USE OF DOCKS. The Association shall continually own, install and maintain eight (8) floating docks which will provide sixteen (16) boat slips for the use and benefit of owners and the general public as hereinafter provided. The Association shall rent a boat slip(s) to each owner on an annual basis upon terms determined by the Association and the rent received therefor shall be used by the Association for its operations in connection with the condominium project. Each owner desiring to rent a boat slip(s) from the Association shall make a request therefor, in writing each year, in the month of December. The Association shall give preference to owners of units based on the date of receipt of the request. The Association shall not rent more than one boat slip to any owner on a preferential basis but the rental of a second boat slip shall be considered as a rental to the general public as hereinafter provided. If the number of requests for the rental of boat slips by owners does not exceed the number available, the Association may, after January 1 in any calendar year, rent such boat slips to members of the general public upon terms and conditions established by the Association. Each boat slip rental agreement shall expire in the fall of each calendar year when, in the sole discretion of the Association, the docks must be removed from the water in preparation for winter.

Section 8. EASEMENTS FOR DECORATION. Each unit Owner has an easement over and into the interior surfaces of the Common Area abutting his unit for the purpose of decoration, provided that this easement shall not be construed so as to allow the Owner to impair the structural integrity of any portion of the property or to change the boundaries of the unit or to interfere with the rights of any other unit Owner in the Common Area.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. ASSOCIATION. The Association as referred to herein shall be HARBOR VILLA HOMES ASSOCIATION, INC., a corporation organized under and pursuant to Chapter 181 of the Wisconsin Statutes.

Section 2. MEMBERSHIP. Every Owner shall be entitled and required to be a member of the Association. An Owner of more than one unit shall be entitled to one membership for each unit owned by him. Each such membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically by conveyance of that unit. No person or entity other than an Owner or Developer may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a lien on a unit.

Section 3. NOMINATION OF MEMBERS OF BOARD OF DIRECTORS. Until such time as the Developer shall have sold all 21 of the units, or three (3) years from the date of the recording of this Declaration, whichever shall first occur, Developer shall have the exclusive right to nominate members for the Board of Directors of the Association.

Section 4. VOTING. Members shall be all Owners including the Developer and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

Section 5. AMPLIFICATION. The provisions of this Article are to be amplified by the Articles of Incorporation of the Association and by the By-Laws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. THE COMMON AREA. The Association, subject to the rights of the Owners set forth in this Declaration, shall be soley responsible for the management and control of

the Common Area and all improvements thereon (including the floating docks and any maintenance equipment relating thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Association shall be responsible for the annual installation and removal of the docks from the Kenosha Harbor Bayou and shall be responsible for the maintenance and repair of exterior surfaces of all buildings on the properties, including, without limitation, the painting of the same as often as necessary, the replacement of trim and caulking, the maintenance and repair of roofs, the maintenance and repair of all Common Area, including utility lines and all other improvements or material located within or used in connection with the Common Area.

Section 2. SERVICES. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part therof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration. The Association may arrange with others to furnish common services to each Unit. The Association shall employ a Manager.

Section 3. ACCESS TO UNITS. The Association shall have the right, to be exercised by the Board of Directors, to have access to each Unit during reasonable hours for the maintenance, repair, or replacement of any Common Areas and facilities accessible from such areas, or for making emergency repairs necessary to prevent damage to the Common Areas or facilities, or to another Unit.

Section 4. PERSONAL PROPERTY FOR COMMON USE. The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Areas. (The use of the docks for the storing of boats is subject to the provisions relating thereto as herein contained.) Such interest shall not be transferable except with the transfer of a Unit. A transfer of a Unit

shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Unit.

Section 5. RULES AND REGULATIONS. The Association may make reasonable rules and regulations governing the use of the Units and of the Common Areas, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

Section 6. IMPLIED RIGHTS. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. AGREEMENT TO PAY ASSESSMENTS.

(a) BY OWNERS. Each Owner of any Unit by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association for the purposes provided in this Declaration, for special assessments, capital improvements, and any other common expenses as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

(b) BY DEVELOPER. The developer shall not be required to pay any assessments for common expenses fixed or established by the Association by electing not to pay such assessments for units owned by developer. Such election shall be made in January of each year and shall be binding upon the developer for the calendar year in which the election was

made. If developer so elects, developer shall pay the cost of all common expenses in excess of the assessments paid by other unit owners.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the management, improvements and maintenance of the Common Area, and of the exterior of the buildings situated upon the Properties, as well as the aesthetic uniformity and integrity of the Properties and such emergency repairs as the Association may deem necessary, including repairs and maintenance of sewer and water lines, utility cables and pipes and heating and cooling ducts, to individual units, and repair, installation, removal and replacement of docks.

Section 3. MONTHLY ASSESSMENT. Commencing with the month immediately following the conveyance of the first unit by Developer to an Owner and thereafter each year in the month of November a uniform monthly assessment per unit shall be established and fixed by the Association which may thereafter be increased or decreased by the Association. The Association shall give each owner at least 30 days notice prior to the effective date of any change in its monthly assessment. Notice shall be given by posting such change in each building and by delivery of a copy of the resolutions adopting such change either in person or by regular mail.

ARTICLE VI

ENCROACHMENTS

Some of the units in each building may be aesthetically and functionally designed with drains, air conditioning equipment and other structures that encroach or overhang adjoining units. The Owner of each unit hereby takes title subject to a perpetual easement for any such overhang or encroachment and each encroaching or overhanging unit or other structure, drain, or air conditioning equipment may be repaired, rebuilt or replaced in such a fashion as to permit these overhangs and encroachments to be reestablished but not enlarged without consent of the servient Owner and the Association. Such easement as provided herein shall be limited to improvements as originally constructed.

ARTICLE VII

RECONSTRUCTION OR REPAIR

Section 1. RECONSTRUCTION (LESS THAN $500,000 DAMAGE). In the event of any damage to or destruction of the Property as a result of fire or other casualty or otherwise in the amount of $500,000 or less, the Board of Directors is authorized to and shall arrange for the prompt repair and reconstruction (including any damaged units, and any kitchen or bathroon fixtures initially installed therein by the Declarant, but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed by unit owners in the units), and the Board of Directors or the insurance trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and reconstruction in excess of the appropriate progress payments. Any cost of such repair and reconstruction in excess of the insurance proceeds shall constitute a common expense and the Board of Directors may assess all the unit owners for such deficit as part of the common charges.

By acceptance of the deed to his unit, each unit owner shall be deemed to have consented to the foregoing authorization and direction for repair and reconstruction. Such authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to the By-Laws and shall constitute the determination by the Association to repair, reconstruct or rebuild as required by the Wisconsin Unit Ownership Act.

Section 2. DETERMINATION OF WHETHER TO RECONSTRUCT OR REPAIR. In the event the Property is destroyed or damaged in an amount in excess of $500,000, the Association by vote of more than 50% of the authorized votes of all unit owners shall determine within 90 days after such damage or destruction whether to proceed with repair, reconstruction or sale. If the Association determines to repair or reconstruct, the Board of Directors shall arrange for such repair or reconstruction in accordance with the preceding paragraph of this Section. If the Association, within 90 days after such damage or destruction in excess of $500,000, fails to make a determination of whether to repair, reconstruct or sell, the Property shall be deemed to be owned in common by the unit owners in the same percentages as

previously owned by each unit owner in the common areas and be subject to an action for partition at the suit of any unit owner in which event the net proceeds of sale, together with the net proceeds of insurance policies shall be divided by the Board of Directors, or the insurance trustee, as the case may be, among all the unit owners in proportion to their respective interest in common, after first paying out of the share of each unit owner, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each unit owner.

Section 3. ENCROACHMENT INTO THE COMMON AREA OR LIMITED COMMON AREA. In the event that any unit requires reconstruction and/or repair which when completed causes the unit to be situated on a portion of the Common Area or Limited Common Area, such encroachment shall be permitted to endure. Such encroachment shall be determined and approved at the time the members of the Association determine whether such reconstruction or repair shall be undertaken.

ARTICLE VIII

INSURANCE

The Board of Directors of the Association shall obtain and continue in effect insurance coverage on the buildings and other improvements upon the property in an amount equal to the maximum insurable replacement value, which amount shall be reviewed at least annually by the Board of Directors, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. Said insurance shall be for the benefit of the Association, and the Owners and their Mortgagees as their interests may appear, and all proceeds payable by reason of said insurance shall be paid to KENOSHA SAVINGS & LOAN ASSOCIATION, as trustee, for the express purpose of reconstruction and repair as provided in Article VII hereof, or, if it is determined in the manner as provided in Article VII hereof that the damaged premises for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be applied as provided in Article VII hereof. In addition to the insurance coverage that the Board of Directors of the Association shall obtain as provided above, the Board of Directors shall obtain public liability insurance in such amounts and with such coverage as it may deem suitable under the circumstances and may obtain such other insurance as it shall determine from time to time to be desirable. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common

expense to be paid by assessments levied by the Association. Such insurance policy or policies shall contain a waiver of subrogation in favor of the insurance carrier against any Owner or Owners or members of their immediate family who reside in any unit or units.

ARTICLE IX

GENERAL PROVISIONS

Section 1. ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. No Owner shall have the right to commence suit for partition of the units and/or Common Area which constitute Harbor Villa Condominium Homes but shall be limited to the provisions contained herein for amending this Declaration.

Section 2. SEVERABILITY. Invalidition of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. AMENDMENT. This Declaration may be amended during the first twenty (20) years after this Declaration is recorded by a vote of not less than seventy-five percent (75%) of the Owners and thereafter by a vote of not less than sixty-six and two-thirds percent (66-2/3%) of the Owners. Until such time as the Developer shall have sold all 21 of the units or three (3) years from the date of the recording of this Declaration, no amendment to this Declaration shall become effective without the Developer's express consent. No amendment shall become effective until the certificate setting forth such amendment signed by the officers of the Association and stating that Owners of the Units have adopted the same in accordance with the provisions of this Declaration, is recorded in the Office of the Register of Deeds in and for Kenosha County, Wisconsin.

Section 4. REGISTERED AGENT FOR SERVICE OR PROCESS. The initial registered agent for service of process shall be DONALD PATE, c/o KENOSHA SAVINGS & LOAN ASSOCIATION, 5935 7th Avenue, Kenosha, Wisconsin 53141. Change of agent

for service of process may be accomplished by resolution of the Board of Directors of the Association and upon proper filing of said name with the Register of Deeds of Kenosha County.

ARTICLE X

ADDITIONAL RIGHTS OF MORTGAGE HOLDERS

As to the holder of any mortgage of a unit which has notified the Association of Unit Owners in writing delivered or mailed by certified mail to the place for service of process stated in Article IX of this Declaration:

(a) The Board of Directors of the Association shall give such mortgage holder written notice by mail of the call of any meeting of the membership to be held for that purpose of considering any proposed amendment to this Declaration, or the Articles of Incorporation or By-Laws of the Association simultaneously with the giving of required notice to Unit Owners.

(b) The Board of Directors of the Association shall give such mortgage holder by mail a copy of the notice of default which is given to any unit owner on any failure to comply with or violation of any of the provisions of this condominium simultaneously with the giving of required notice to any unit owner. In addition, the Board of Directors whenever so requested in writing by a mortgagee of a unit shall promptly report any then unpaid common charges or other default by the owner of the mortgaged unit.

(c) The Board of Directors of the Association shall notify such mortgage holder of physical damage to structure, fixtures or equipment of the mortgaged unit in an amount exceeding $1,000 when and as soon as such damage is known to the Board of Directors and shall notify all mortgage holders of units as soon as possible if common areas or facilities of the condominium are damaged in an amount exceeding $10,000.

(d) Each mortgagee of a unit shall be permitted to examine the books of account of the Property and the Association at reasonable times on business days but not more often than once a month, and

shall receive a copy of all periodic final reports of the Property and Association as soon as prepared.

(e) All insurance policies shall provide that the mortgagee of 10 or more units shall receive 10 days prior notice of any modification or termination of insurance coverage.

(f) Unless all holders of first mortgage liens on individual units have given their prior written approval, the Association of Unit Owners shall not:

(i) Change the pro rata interest or obligation of any unit for purposes of levying assessments and charges and determining the shares of the common elements and proceeds of the project;

(ii) Partition or subdivide any unit or the common elements of the project; or

(iii) By act or omission seek to abandon the condominium status of the project except as provided in Article VII of this Declaration in case of substantial loss to the units and common elements of the condominium project.

IN WITNESS WHEREOF, the said KENOSHA SAVINGS AND LOAN ASSOCIATION, has executed this Declaration as of this 1st day of September, 1977.

KENOSHA SAVINGS AND LOAN ASSOCIATION

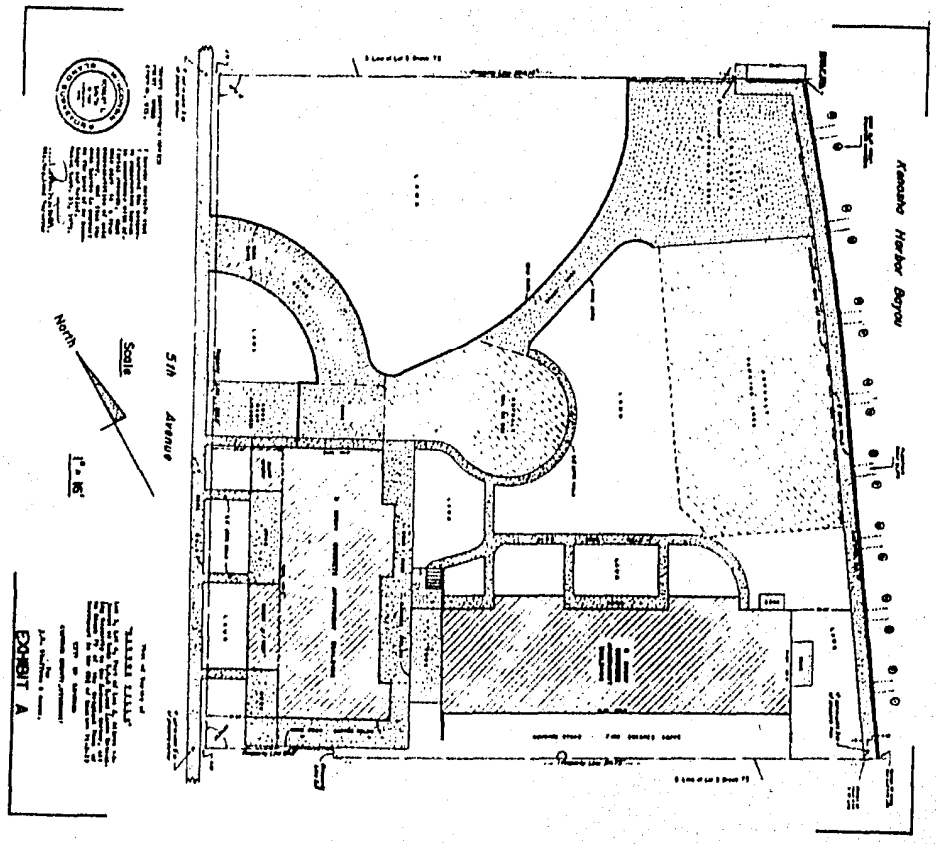
By _____
Donald T. Corr, President

By _____
William Bennett, Secretary

Signatures of DONALD T. CORR, President, and WILLIAM BENNETT, Secretary of KENOSHA SAVINGS & LOAN ASSOCIATION, authenticated this 1st day of September, 1977.

_____
Robert B. Peregrine
Title: Member State Bar of Wisconsin or other Party Authorized Under Sec. 706.06 viz. _____

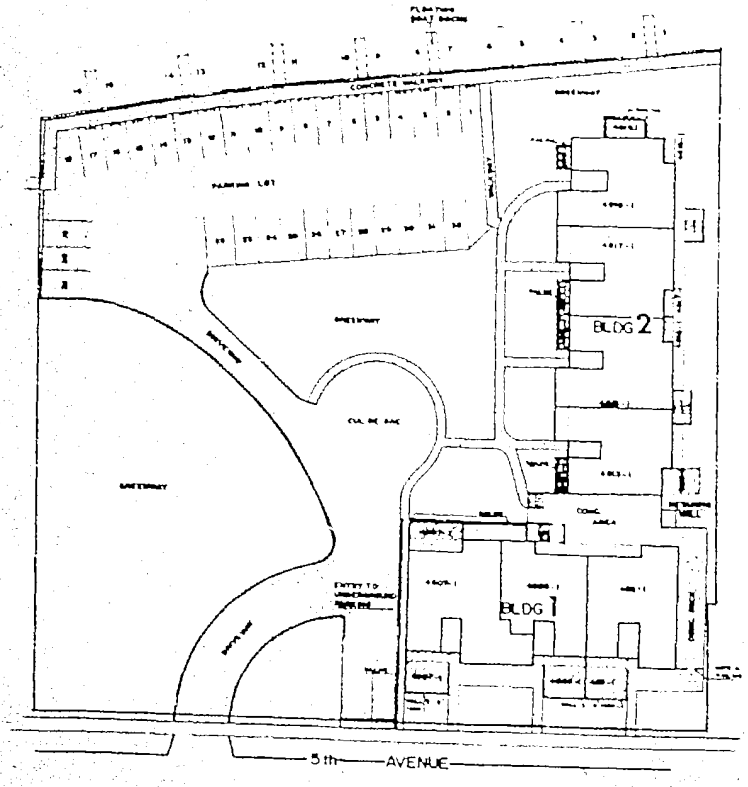
This instrument was drafted by
ROBERT B. PEREGRINE, of
PEREGRINE, MARCUVITZ, CAMERON
& PELTIN, S.C.,
633 West Wisconsin Avenue
Milwaukee, Wisconsin 53203



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KENOSHA HARBOR BAYOU



NORTH

HARBOR VILLA

CERTIFICATION

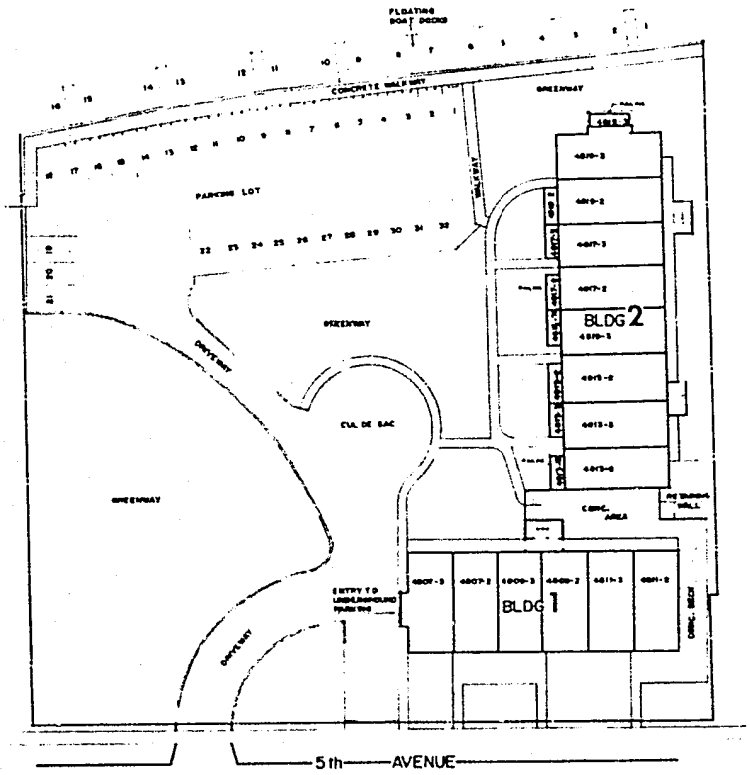
NOTARIZATION

LIMITED COMMON AREA

SITE PLAN 01

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KENOSHA HARBOR BAYOU





HARBOR VILLA

CERTIFICATION

I, JOHN BARRON SHEPHERD, AN ARCHITECT DULY LICENSED BY THE STATE OF WISCONSIN, DO HEREBY CERTIFY THE DOCUMENTS APPEARING HEREON TO BE AN ACCURATE REPRESENTATION OF THE CONSTRUCTION PLANS AS FILED WITH THE BUILDING INSPECTION DEPARTMENT IN THE CITY OF KENOSHA, WISCONSIN

JOHN BARRON SHEPHERD
ARCHITECT STATE OF WISCONSIN

NOTARIZATION

SUBSCRIBED & SWORN TO BEFORE ME THIS 14th DAY OF JULY 1977

CAROLE P. HOPP
NOTARY PUBLIC STATE OF WISCONSIN

MY COMMISSION EXPIRES 23 OCTOBER 1977

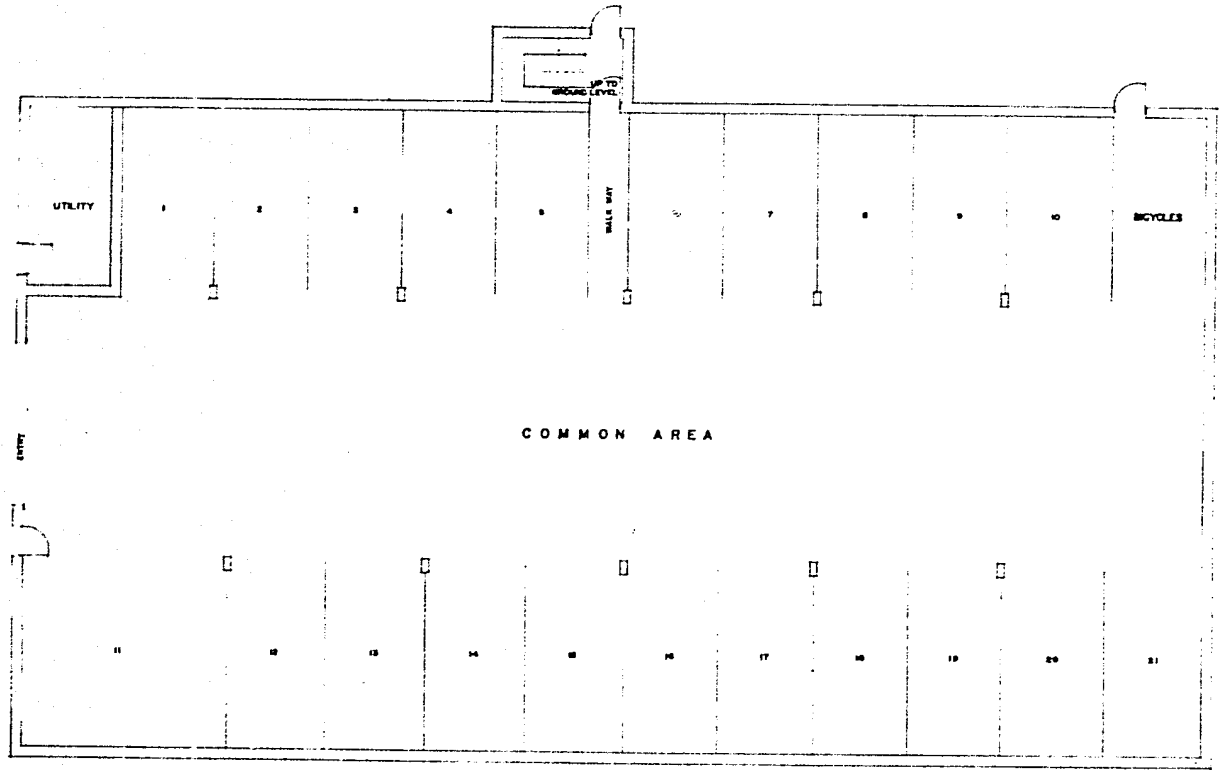
LIMITED COMMON AREA

SITE PLAN

02

EXHIBIT F

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HARBOR VILLA

CERTIFICATION

I, JOHN BARRON SHEPHERD, AN ARCHITECT DULY LICENSED BY THE STATE OF WISCONSIN, DO HEREBY CERTIFY THE DOCUMENTS APPEARING HEREON TO BE AN ACCURATE REPRESENTATION OF THE CONSTRUCTION PLANS AS FILED WITH THE BUILDING INSPECTION DEPARTMENT IN THE CITY OF KENOSHA, WISCONSIN

JOHN BARRON SHEPHERD
ARCHITECT STATE OF WISCONSIN

NOTARIZATION

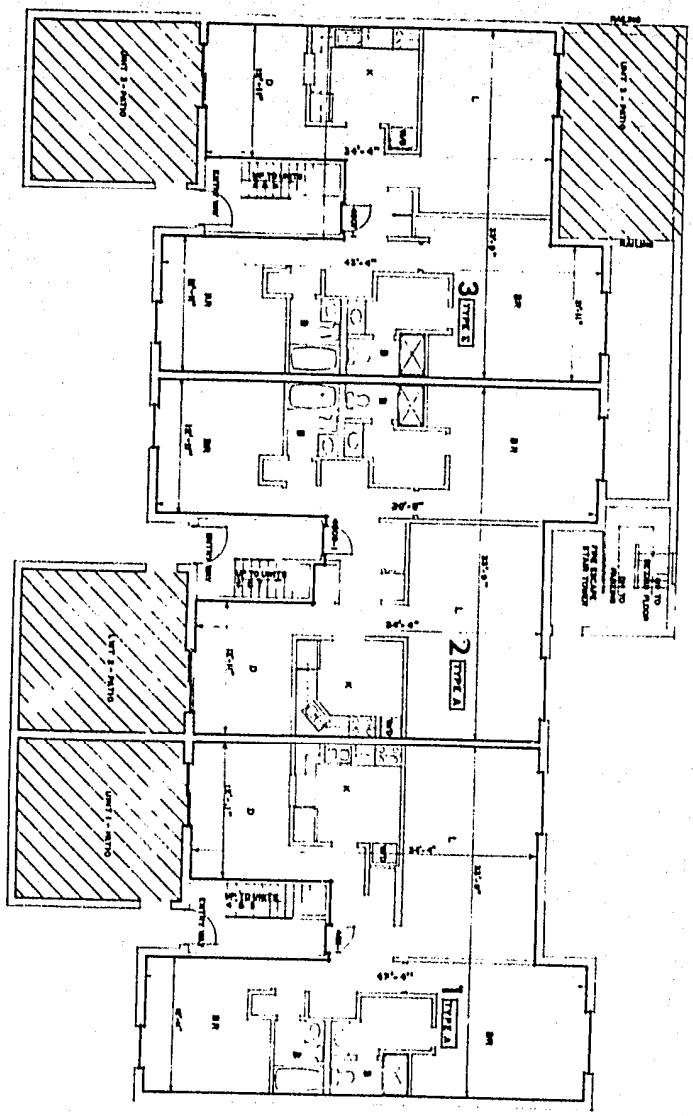
SUBSCRIBED & SWORN TO BEFORE ME
THIS 14th DAY OF JULY 1977

CAROLE P. HOPP
NOTARY PUBLIC STATE OF WISCONSIN

MY COMMISSION EXPIRES 23 OCTOBER 1977

BLDG 1
BSMT/PARKING PLAN 03

EXHIBIT B



HARBOR VILLA

CERTIFICATION

I, JOHN BARRON PETERSON, AN ARCHITECT DULY LICENSED UNDER THE LAWS OF THE STATE OF WISCONSIN, DO HEREBY CERTIFY THAT THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF THE BUILDING AND UNITS THEREIN AS BUILT, AND THAT THE IDENTIFICATION AND FLOOR ELEVATION OF EACH UNIT CAN BE DETERMINED FROM THESE PLANS. I FURTHER CERTIFY THAT THE DIMENSIONS SHOWN ON THE FLOOR PLANS APPEARING HEREON TO BE AN ACCURATE REPRESENTATION OF THE CONSTRUCTION AS LOCATED ON THE DATE OF THIS CERTIFICATION. I FURTHER CERTIFY THAT ALL PLANS AND INFORMATION REQUIRED BY SECTION 703.11 OF THE WISCONSIN CONDOMINIUM OWNERSHIP ACT HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT. I FURTHER CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FOR THE PURPOSE OF CONDOMINIUM OWNERSHIP AND THAT THE BUILDING AND UNITS THEREIN AS BUILT, AND THAT THE IDENTIFICATION AND FLOOR ELEVATION OF EACH UNIT CAN BE DETERMINED FROM THESE PLANS. I FURTHER CERTIFY THAT THE DIMENSIONS SHOWN ON THE FLOOR PLANS APPEARING HEREON TO BE AN ACCURATE REPRESENTATION OF THE CONSTRUCTION AS LOCATED ON THE DATE OF THIS CERTIFICATION. I FURTHER CERTIFY THAT ALL PLANS AND INFORMATION REQUIRED BY SECTION 703.11 OF THE WISCONSIN CONDOMINIUM OWNERSHIP ACT HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

DATED THIS 10TH DAY OF OCTOBER, 1977.

JOHN BARRON PETERSON
ARCHITECT STATE OF WISCONSIN

NOTARIZATION

SUBSCRIBED & SWORN TO BEFORE ME THIS 10TH DAY OF OCT. 1977

CAROLE P. HOPP
NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES 23 OCTOBER 1977

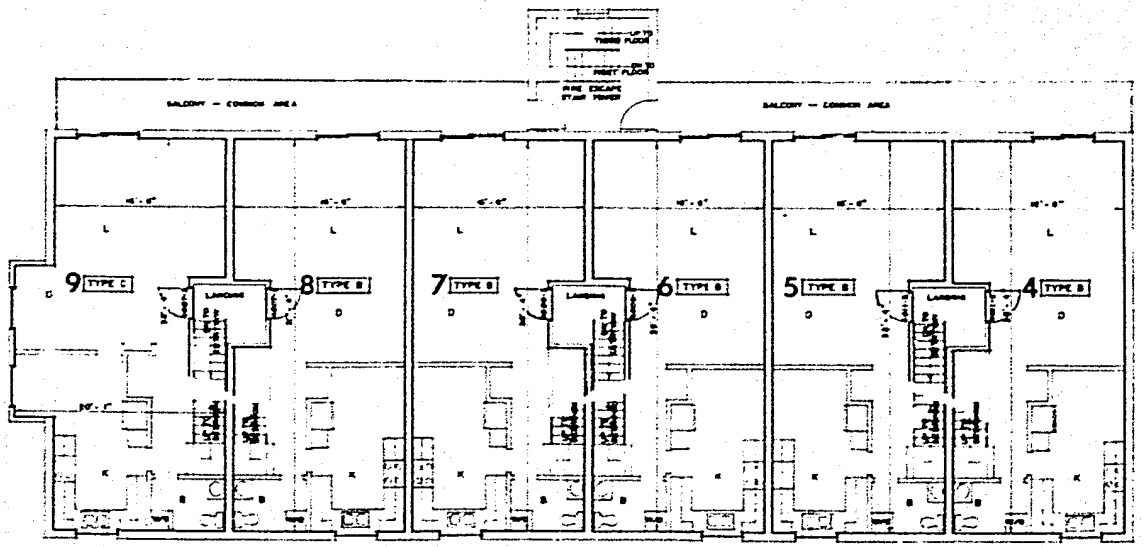
LIMITED COMMON AREA

BLDG 1
1ST FLOOR PLAN

SHEET # 04

VOL 937 PAGE 615

HARBOR VILLA



CERTIFICATION

I, JOHN BARRON SHEPHERD, AN ARCHITECT DULY LICENSED BY THE STATE OF WISCONSIN, DO HEREBY CERTIFY THE DOCUMENTS APPEARING HEREON TO BE AN ACCURATE REPRESENTATION OF THE CONSTRUCTION PLANS AS FILED WITH THE BUILDING INSPECTION DEPARTMENT IN THE CITY OF KENOSHA, WISCONSIN

JOHN BARRON SHEPHERD
ARCHITECT STATE OF WISCONSIN

NOTARIZATION

SUBSCRIBED & SWORN TO BEFORE ME
THIS 11th DAY OF JULY 1977

CARL F. HOPP
NOTARY PUBLIC STATE OF WISCONSIN

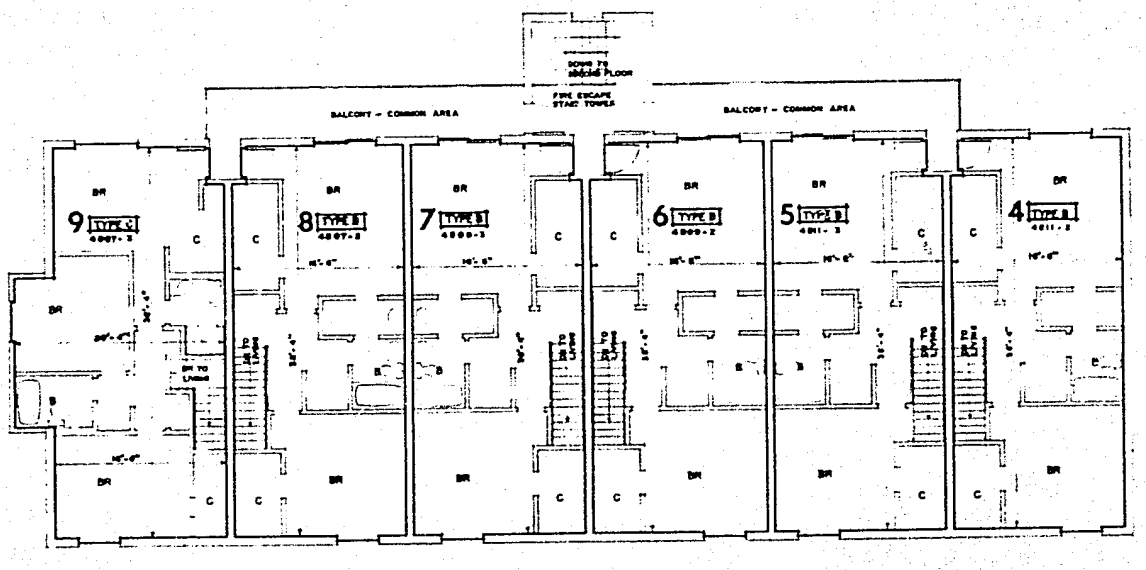
MY COMMISSION EXPIRES 28 OCTOBER 1977

BLDG 1
2ND FLOOR PLAN

05

EXHIBIT B

VOL 937 PAGE 616



HARBOR VILLA

CERTIFICATION

I, JOHN BARRON SHEPHERD, AN ARCHITECT DULY LICENSED BY THE STATE OF WISCONSIN DO HEREBY CERTIFY THE DOCUMENTS APPEARING HEREON TO BE AN ACCURATE REPRESENTATION OF THE CONSTRUCTION PLANS AS FILED WITH THE BUILDING INSPECTION DEPARTMENT IN THE CITY OF KENOSHA, WISCONSIN

JOHN BARRON SHEPHERD
ARCHITECT STATE OF WISCONSIN

NOTARIZATION

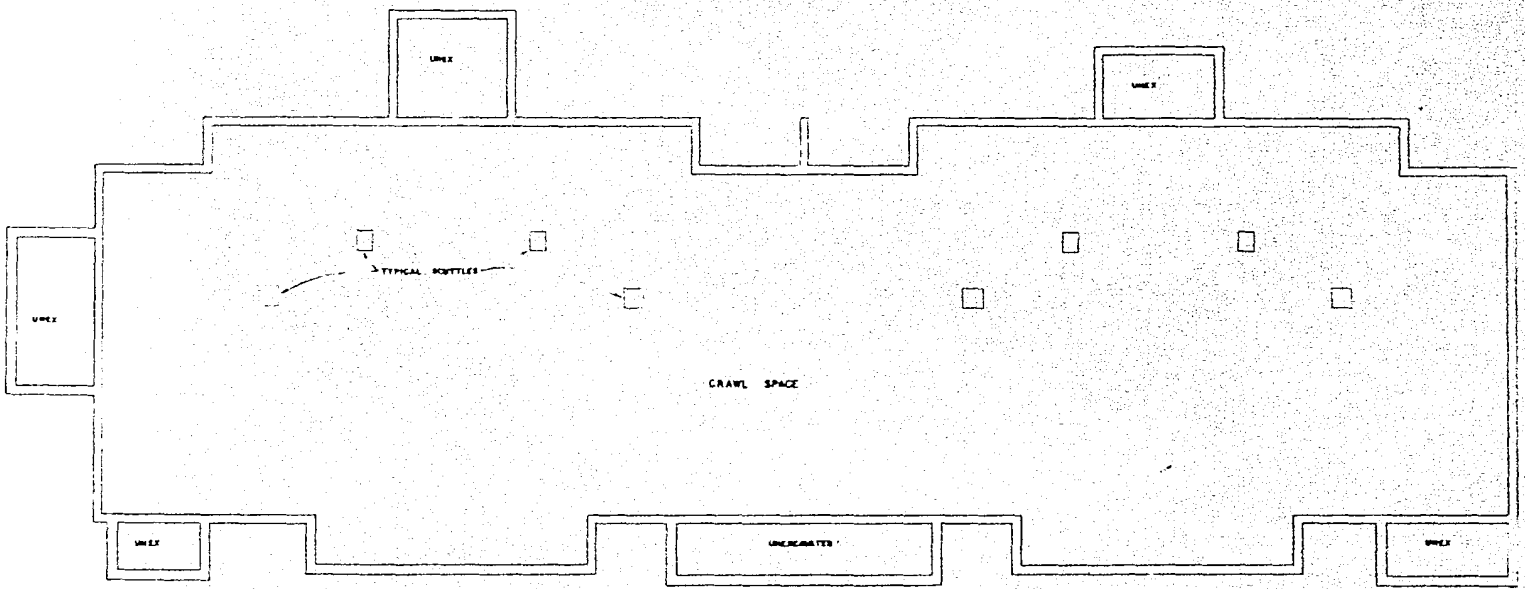
BLDG 1
3RD FLOOR PLAN

06

UPPER LEVEL - TOWNHOUSES 4-5-6-7-8-9

EXHIBIT B

VOL 937 PAGE 617



HARBOR VILLA

CERTIFICATION

I, JOHN BARRON SHEPHERD, AN ARCHITECT DULY LICENSED BY THE STATE OF WISCONSIN, DO HEREBY CERTIFY THE DOCUMENTS APPEARING HEREON TO BE AN ACCURATE REPRESENTATION OF THE CONSTRUCTION PLANS AS FILED WITH THE BUILDING INSPECTION DEPARTMENT IN THE CITY OF KENOSHA, WISCONSIN

JOHN BARRON SHEPHERD
ARCHITECT STATE OF WISCONSIN

NOTARIZATION

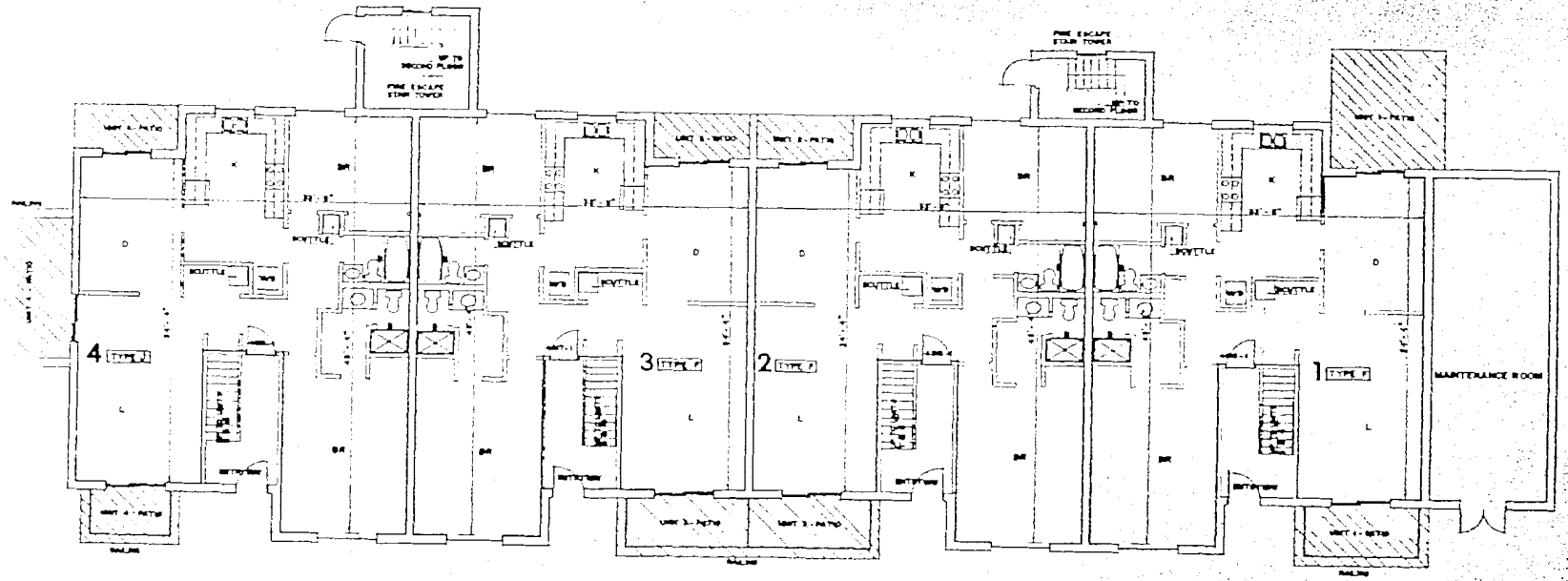
SUBSCRIBED & SWORN TO BEFORE ME
THIS 14th DAY OF JULY 1977

NOTARY PUBLIC STATE OF WISCONSIN

MY COMMISSION EXPIRES 23 OCTOBER 1977

BLDG 2
CRAWL SPACE PLAN 07

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HARBOR VILLA

CERTIFICATION

I, JOHN BARRON SHEPHERD, AN ARCHITECT DULY LICENSED BY THE STATE OF WISCONSIN, DO HEREBY CERTIFY THAT DOCUMENTS APPEARING HEREON TO BE AN ACCURATE REPRESENTATION OF THE CONSTRUCTION PLANS AS FILED WITH THE BUILDING INSPECTION DEPARTMENT IN THE CITY OF KENOSHA, WISCONSIN

JOHN BARRON SHEPHERD
ARCHITECT STATE OF WISCONSIN

NOTARIZATION

SUBSCRIBED & SWORN TO BEFORE ME
THIS 14th DAY OF JULY 1977

CAROLE P. HOPP
NOTARY PUBLIC STATE OF WISCONSIN
MY COMMISSION EXPIRES 23 OCTOBER 1977

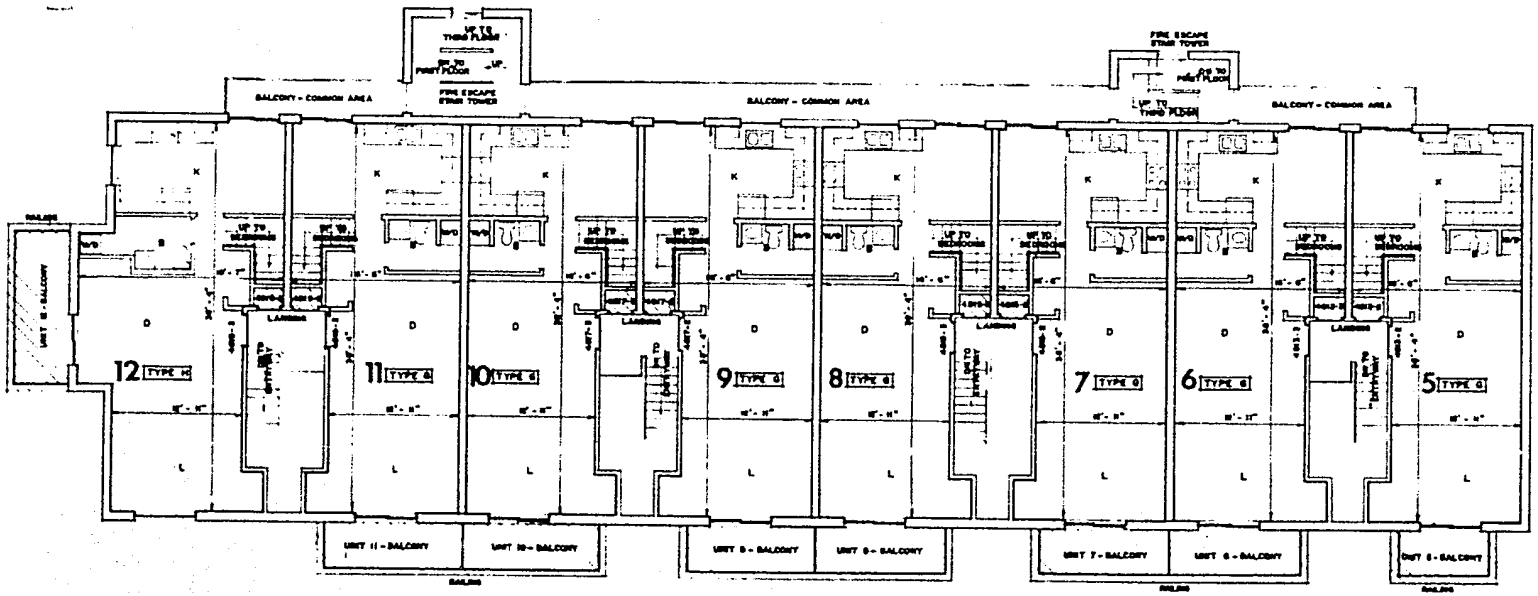
LIMITED COMMON AREA

BLDG 2
1ST FLOOR PLAN

08

EXHIBIT A

VOL 937 PAGE 619



HARBOR VILLA

CERTIFICATION

I, JOHN BARRON SHEPHERD, AN ARCHITECT DULY LICENSED BY THE STATE OF WISCONSIN, DO HEREBY CERTIFY THE DOCUMENTS APPEARING HEREON TO BE AN ACCURATE REPRESENTATION OF THE CONSTRUCTION PLANS AS FILED WITH THE BUILDING INSPECTION DEPARTMENT IN THE CITY OF KENOSHA, WISCONSIN

JOHN BARRON SHEPHERD
ARCHITECT STATE OF WISCONSIN

NOTARIZATION

SUBSCRIBED & SWORN TO BEFORE ME THIS 4TH DAY OF JULY 1977

CAROLE F. HOPP
NOTARY PUBLIC STATE OF WISCONSIN

MY COMMISSION EXPIRES 22 OCTOBER 1977

LIMITED COMMON AREA

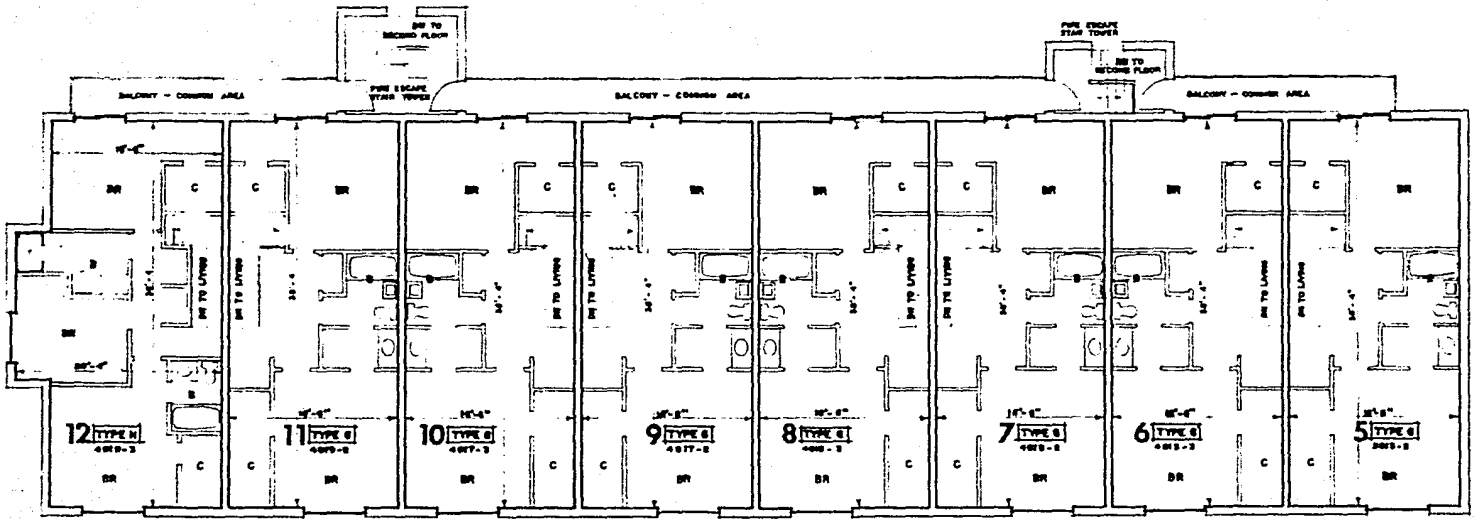
BLDG 2
2ND FLOOR PLAN

09

EXHIBIT B

VOL 937 PAGE 620

HARBOR VILLA



CERTIFICATION

I, JOHN BARRON SHEPHERD, AN ARCHITECT DULY LICENSED BY THE STATE OF WISCONSIN, DO HEREBY CERTIFY THE DOCUMENTS APPEARING HEREON TO BE AN ACCURATE REPRESENTATION OF THE CONSTRUCTION PLANS AS FILED WITH THE BUILDING INSPECTION DEPARTMENT IN THE CITY OF KENOSHA, WISCONSIN

JOHN BARRON SHEPHERD
ARCHITECT STATE OF WISCONSIN

NOTARIZATION

SUBSCRIBED & SWORN TO BEFORE ME THIS 11th DAY OF JULY 1977

CAROLE F HOPP
NOTARY PUBLIC STATE OF WISCONSIN

MY COMMISSION EXPIRES 23 OCTOBER 1977

BLDG 2
3RD FLOOR PLAN

10