

First Amended And Restated Declaration of Incorporation For



2008

**FIRST AMENDED AND RESTATED DECLARATION
FOR HARBOUR VILLAGE RESORT CONDOMINIUM**

RECITALS

A. Harbour Village Resort Condominium was created by the recording of a Declaration of Condominium of Harbour Village Resort Condominium (hereinafter the "Declaration") on March 20, 1986 in the Office of the Register of Deeds of Door County Wisconsin in Volume 395, Pages 773-819 as Document Number 459603. The Declaration was amended by the First Amendment to the Declaration of Condominium for Harbour Village Resort Condominium recorded on May 31, 1988 in the Office of the Register of Deeds of Door County Wisconsin in Volume 432, Pages 296-300 as Document Number 479860 and by the Second Amendment to the Declaration of Condominium for Harbour Village Resort Condominium recorded on September 7, 2004 in the Office of the Register of Deeds of Door County Wisconsin in Volume 1010, Pages 342-245 as Document Number 671942.

Register of Deeds recording area

Name and Return Address:

Attorney James A. Downey

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454 Kentucky Street, PO Box 89

Sturgeon Bay, WI 54235-0089

008-16-0000

Parcel Identification Number (PIN)

B. The Unit Owners of Harbour Village Resort Condominium desire to further amend the Declaration and restate to incorporate the previous amendments to the Declaration.

NOW THEREFORE, the Declaration is amended and restated with the approval and consent of at least 3/4ths of the votes of the Unit Owners as follows:

ARTICLE I
Definitions

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

Act:

The Condominium Ownership Act of the State of Wisconsin, as amended from time to time.

Association:

Harbour Village Resort Condominium Association Inc.

Board or Board of Directors:

The duly elected Board of Directors of Harbour Village Resort Condominium Inc.

Campsite:

An area designated as a Unit, which is intended for occupancy and use in accordance with the

restrictions and provisions set forth in this Declaration, the By-Laws and the Rules of Harbour Village Resort Condominium.

Common Elements:

All of the Condominium except its Units.

Declaration:

The instrument by which a property becomes subject to the Act, and that Instrument, as amended from time to time.

Occupant:

Person or persons, other than a Unit Owner, in possession of a Unit.

Parking Area:

The part of the Common Elements provided for parking automobiles, trailers and other vehicles, as delineated on the Plat as "Parking" or "Parking Area".

Person:

An individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property in Wisconsin.

Plat:

The Third Addendum to the Plat of Harbour Village Resort Condominium, showing all Units submitted pursuant to the provisions of the Act, said Plat being attached hereto as Exhibit "A" and by this reference made a part hereof and recorded simultaneously with the recording of this Declaration.

Property:

Unimproved land, land together with improvements on it or improvements without the underlying land. Property may consist of noncontiguous parcels or improvements.

Recreational Vehicle:

"Recreational vehicle" means a self-contained vehicular type unit initially designed as temporary living quarters for recreational camping or travel use, which either has its own motor power or is drawn by another vehicle. For purposes of this Declaration, said term includes only the following:

- A. "Travel trailers" - a vehicular unit mounted on wheels initially designed and constructed to provide temporary living quarters for recreational, camping or travel use having a maximum area of 400 square feet and used as a temporary dwelling for travel, recreation, vacation or other uses. It shall include fifth-wheel type units and park models.
- B. "Motor homes" - a vehicular unit built on a self-propelled motor vehicle chassis, initially designed and manufactured to provide temporary living quarters for recreational, camping or travel use.

The term "recreational vehicle" shall include the above-described vehicles, but shall not include tents or homemade conversion units of any kind. Only factory made units shall meet this definition.

Pop-up campers or trailers, crank-up trailers, and truck campers shall meet the definition of a recreational vehicle contained herein. In addition, this definition may be expanded by the Association Board of Directors to include other recreational types of accommodations developed to provide shelter for occupants of the property.

Storage Buildings:

A structure used for the storage of miscellaneous individual items of personal property belonging to the Unit Owners and located on a Unit and subject to the rules and regulations as to its size, location, design and color, etc. hereinafter set forth.

Unit:

A part of the Property intended for independent use, and which is one or more cubicles of air or parts thereof designated as a Unit on the Plat hereof. Units shall be designated as Individual Recreational Units, Commercial Units, and Block Units. Individual Recreational Units and Block Units shall not be for the purpose of permanent residency. A Unit may include two (2) or more noncontiguous areas.

Unit Owner:

A person or combination of persons, partnership or corporation, holding full or fractional legal title to a Condominium Unit or equitable ownership as a land contract vendee.

- A. Block Unit Owner (*Un-divided interest or UDI*): A Unit Owner holding a fractional ownership interest in Unit 200 or similarly developed Block Units that may be added to this Declaration from time to time.
- B. Individual Recreational Unit Owner (*Condo-Condominium*): A Unit Owner holding full ownership interest in Units 202 through 431 or similarly developed Individual Recreational Units that may be added to this Declaration from time to time.
- C. Commercial Unit Owner: A Unit Owner holding full ownership interest to Unit 201 or similarly developed Commercial Units that may be added to this Declaration from time to time.

Voting Unit Owner

Any Unit Owner that is defined above that has their accounts with the Association completely current (in good standing), that is, paid in full as of the date of voting.

ARTICLE II
Units

- 1. **Description and Ownership.** All Units except any Commercial Units located in the Condominium and delineated on the Plat are intended for camping purposes only and not as year-round residences except as set forth herein and are legally described as follows:
 - A. **Block Unit:** The Unit designated on the Plat as Unit 200 and other similarly developed Units which may be added to this Declaration from time to time. Block Unit Owners shall receive an

undivided interest as a tenant in common with other Block Unit Owners. The use and enjoyment of the Block Units is subject to the provisions of this Declaration as they apply to all Units, the special provisions governing the Block Unit as set forth in Article VI, and the rules and regulations of Harbour Village Resort Condominium that may be promulgated from time to time. Block Units shall contain more than one (1) Campsite. Block Unit 200, the initial Block Unit, shall contain 200 Campsites.

- B. **Individual Recreational Units:** Units delineated on the Plat as Units numbered 202 through 431.
- C. **Commercial Unit:** The Unit delineated on the Plat as Unit 201 and other similarly developed Units which may be added to this Declaration from time to time containing commercial and recreational amenities, the use of which is governed by the special provisions contained in Article VII hereunder. Commercial Units may contain buildings, which are intended for permanent residency in connection with the overall management and development of the Property.

Said Units are delineated on the Third Addendum to the Plat of Harbour Village Resort Condominium which is attached hereto as Exhibit "A".

It is understood that each Unit consists of a cubicle bounded on the sides by the perimeters shown on the Plat, bounded above by a horizontal plane 50' above the ground level and bounded below by a horizontal plane 15' beneath ground level. The legal description of each Unit shall consist of the identifying number of each Unit as specified above and as set forth on the Plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number as set forth above and as shown on the Plat, and every such description shall be deemed good and sufficient for all purposes. Except as provided by the Act, no Unit Owner, other than the Association, shall, by deed, plat or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

- 2. **Certain Structures Not Constituting Part of a Unit.** No Unit Owner shall own any pipes, wires conduits, public or private utility lines, roadways, culverts or structural components running through his Unit and serving more than his Unit except as a tenant in common with all other Unit Owners.

ARTICLE III **Common Elements**

- 1. **Description.** Except as otherwise provided in this Declaration, the Common elements shall consist of all portions of the declared and platted Property except the Units. Without limiting the generality of the foregoing, the Common Elements shall include all of the remaining land not specifically designated as Units, the septic and sewage systems and all their component parts; the water system and all its component parts; outside walks and driveways, streets, park areas, nature areas, sidewalks, landscaping, entrances and exits, parking areas, outdoor lighting facilities, pipes, culverts, conduits, wires and other utility installations.

2. **Ownership of Common Elements.** Each Block Unit shall have appurtenant to it an undivided .4545 interest in the Common Elements as a tenant in common with all other Unit Owners of the Property, said interest shall equal 200/440 of the Common Elements. Each Block Unit Owner shall have appurtenant to it an undivided .000227, said interest shall equal .4545/2000. Each Individual Recreational Unit shall have appurtenant to it an undivided .00227 interest in the Common Elements as a tenant in common with all other Unit Owners of the Property, said interest shall equal 1/440 of the Common Elements. Each Commercial Unit shall have appurtenant to it an undivided .0227 interest in the Common Elements as a tenant in common with all other Unit Owners of the Property, said interest shall equal 10/440 of the Common Elements. Except as otherwise limited in this Declaration, all Unit Owners shall have the right to use the Common Elements for all purposes incidental to the use and occupancy permitted by this Declaration; said right shall be appurtenant to and run with his Unit or Unit interest.

ARTICLE IV
General Provisions as to Unit Ownership and Common Elements

1. **Submission of Property to "Condominium Ownership Act".** The following described parcels of real estate, together with all buildings, improvements and permanent fixtures of whatever kind thereon, and all rights and privileges belonging or in any way pertaining thereto (hereinafter called the "Property") is hereby submitted to the provisions of the "Condominium Ownership Act" of the State of Wisconsin, as amended:

PARCEL 1:

A Tract of land located in the West ½ of the Southwest ¼ of Section 27, Township 29 North, Range 26 East, Town of Egg Harbor and described as follows;

Commencing at the West ¼ corner of said Section 27, thence North 89°43'24" East along the ¼ section line 200.0 feet, thence South 1525.0 feet, thence North 89°43'24" East 1120.38 feet to the intersection with the 1/16th line, thence South 00°09'15" East along said 1/16th line 277.81 feet, thence North 89°41'30" West 280 feet, thence South 00°09'15" East 246.31 feet, thence North 89°41'30" 322.52 feet to the intersection with the section line, thence North along the section line 2305.63 feet to the point of commencement.

PARCEL 2:

A Tract of land located in the West ½ of the Southwest ¼ of Section 27, Township 29 North, Range 26 East, Town of Egg Harbor and described as follows;

Commencing at the West ¼ corner of said Section 27, thence North 89°43'24" East along the ¼ section line 200.0 feet to the point of real beginning, thence continue North 89°43'24" East along said ¼ section line 575.0 feet, thence South 950.0 feet, thence South 07°56'12" East 271.12 feet, thence South 13°13'24" West 315.0 feet, thence South 89°43'24" West 540.38 feet, thence North 1525.0 feet to point of real beginning.

PARCEL 3:

A Tract of land located in the West ½ of the Southwest ¼ of Section 27, Township 29 North, Range 26 East, Town of Egg Harbor and described as follows;

Commencing at the West ¼ corner of said Section 27, thence North 89°43'24" East along the ¼ section line 775.0 feet to the point of real beginning, thence continue North 89°43'24" East along said ¼ section line 541.28 feet to the NE corner of said West ½ of the Southwest ¼ thence South 00°09'15" East along the 1/16th line 1524.99 feet, thence South 89°43'24" West 580.0 feet, thence North 13°13'24" East 315.0 feet, thence North 07°56'12" West 271.12 feet, thence North 950.0 feet to the point of real beginning.

PARCEL 4:

A tract of land located in the Southwest ¼ of the Southwest ¼ of Section 27, Township 29 North, Range 26 East, Town of Egg Harbor and described as follows;

Commencing at the SW corner of said Section 27, thence North along the section line 339.0 feet, thence South 89°41'30" East 322.52 feet to the point of real beginning, thence continue South 89°41'30" East 1000.00 feet to the intersection with the 1/16th line, thence North 00°09'15" West along said 1/16th line 516.31 feet, thence North 89°41'30" West 280.0 feet, thence South 00°09'15" East 270.0 feet, thence North 89°41'30" West 720.0 feet, thence South 00°09'15" East 246.31 feet to the point of real beginning.

PARCEL 5:

A tract of land located in the East ½ of the Southwest ¼ of Section 27, Township 29 North, Range 26 East, Town of Egg Harbor and described as follows:

Commencing at the West ¼ corner of said Section 27, thence North 89°43'24" East along the ¼ section line 1316.28 feet to the NW corner of said East ½ of the Southwest ¼ and the point of real beginning, thence continue North 89°43'24" East along said ¼ section line 68.72 feet, thence South 549.91 feet, thence South 16°23'30" East 465.11 feet, thence South 09°53'53" West 463.66 feet, thence North 50°06'07" West 92.36 feet, Thence South 58°16'30" West 53.61 feet to the intersection with the 1/16th line, thence North 00°09'15" West along said 1/16th line 1421.50 feet to the point of real beginning.

2. **No Severance of Ownership.** No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit Ownership without including therein both his interest in the Unit and corresponding percentage of ownership in the 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 the other, shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

3. **Easements.**

- A. **Encroachments.** In the event that, by reason of the construction, settlement or shifting of any building, or the design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit or any part of the Unit encroaches or shall hereafter encroach upon any part of the Common Elements or any other Unit, or, if by reason of the design or construction of roads, utility systems, any pipes, conduits, etc. serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid

easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Elements; provided, however, that in no event, with the exception of actions taken by the Association Board of Directors in connection with any of the above encroachments, shall a valid easement for any encroachment be created in favor of the Unit Owner of any Unit or in favor of the Unit Owners of the Common Elements if such encroachment occurred due to the willful conduct of said Unit Owner or Unit Owners.

- B. **Utility Easements.** All public and private utilities serving the Property are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Common Elements and the Condominium Units for the purpose of providing utility services to the Property, the Units located thereon, the Common Elements or other adjacent lands owned by the Association. Every Unit is granted a utility easement over adjacent Units and the Common Elements in order to provide the necessary sewer, if applicable, water and electrical hookups.
- C. **Parking Areas.** The Parking Areas not included in the Units, shall be a part of the Common Elements, and shall be established, allocated, used and operated in such manner and subject to such rules and regulations as the Association, and subsequently the Association Board of Directors may prescribe from time to time. Parking spaces in the parking area shall be maintained as required from time to time by the Board. The Board shall at all times insure reasonable means of access to each and all such parking spaces, from the private roadways within the Condominium and from public roads outside of the Condominium.
- D. **Easements of Access.** There is hereby reserved to each and all Unit Owners, their tenants, guests, invitees, and their respective successors and assigns, perpetual nonexclusive easements over the Common Elements for ingress and egress to each Unit and insuring a right of access between each and all Units and the public roads; each and all of which easements shall be appurtenant to, and pass with the title to, the respective Unit to which said easements correspond, whether or not said easement is expressly mentioned in a deed or deeds of conveyance. The location and use of said easement shall be subject to the rights and powers of the Association Board of Directors in this Declaration set forth; provided, however, that such rights and powers shall never be construed or exercised in a manner which deprives any Unit Owner of ingress and egress to such Unit or of access between such Unit and public roads.
- E. **Service and Maintenance Easements.** There are hereby reserved for the benefit of all Unit Owners, and their respective successors and assigns, perpetual, nonexclusive easements over the Common Elements for ingress and egress to the Common Elements and each Unit in order to provide and serve the entire development with garbage and refuse pickup, mail service, police and fire protection and the necessary and miscellaneous maintenance services of the Common Elements by the Unit Owners' Association and or those persons appointed or hired by the Unit Owners' Association to perform said functions.
- F. **Miscellaneous Easements.** The Association may use the Common Elements and facilities and any unsold Units on the Condominium Property as may, in the sole judgment of the Association Board of Directors, facilitate the completion and sale of all Units or interests therein, or aid the

Association Board of Directors, its successors or assigns, in the operation of programs or promotions run by it or the owner of Commercial Unit 201, and the Association reserves unto itself easements upon, over, through and across the Units, Common Elements and facilities as may be required for the furnishing of any kind of amenities, access, services and utilities to the Condominium Property, and other property owned by the Harbour Village Resort Condominium Owners Association, Inc. and adjacent to or part of said Condominium, and the Association may grant easements upon, over, through and across the Units, Common Elements and facilities as may be required for the furnishing of any kind of amenities, access, services and utilities to the Condominium Property, and other property owned by the Harbour Village Resort Condominium Owners Association, Inc. adjacent to or part of said condominium, all at the sole discretion of the Association Board of Directors and as an aid to the Association Board of Directors in completing the development of the Condominium project and to further facilitate the sale of all Units or interests therein and to facilitate and/or complete the programs run by the Association, its successors or assigns.

G. **Easements to Run with Land**. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Unit Owner, purchaser, mortgagee, and other person having an interest in the Property, or any part or portion thereof.

H. **Commercial Easements**. Perpetual easements for ingress and egress are granted and reserved over the Common Elements to all Commercial Unit Owners, their guests, invitees, customers, patrons, etc., for the purpose of operating and maintaining any and all lawful commercial activities thereon. The establishment of these easements shall run with the land and no Amendment to the Declaration, By-laws, or the rules and regulations of the Association shall interfere with the exercise of these easement rights. These easements do not divest any Commercial Unit Owner of the right to refuse entry to a Commercial Unit to anyone and that right is hereby expressly reserved.

4. **Damage and Destruction**. In the event any property is damaged or destroyed:

- A. If the damage is only to those parts of a Unit which the Unit Owner has the responsibility to maintain as provided herein, the Unit Owner shall be responsible for the repair;
- B. Otherwise, the duty, authority and responsibility to rebuild, repair or restore shall be borne solely by the Association. The elected Board of Directors of the Association will determine the responsibility for said damage, set a course of action and timeline for said action. The Property shall be subject to the provisions of Sec. 703.18 of the Wisconsin Statutes.

ARTICLE V

Covenants and Restrictions as to Use and Occupancy

1. Intent of Covenants and Restrictions

Except as otherwise provided herein, the covenants and restrictions herein shall apply in their entirety to all Units. It is further the intent of these covenants and restrictions that no part of the Property shall be used for other than camping and other recreational purposes for which the Property was designed, except as special provisions contained in the Declaration herein or a lease or contract which will apply to Commercial Units or otherwise. Each Individual Recreational Unit shall be used as a Campsite for a single family, and each Campsite located within a Block Unit shall be used as a Campsite for a single family or such other purposes as permitted by this Declaration or Camping rules and for no other purpose.

These rules have been adopted to permit the enjoyment of the Condominium by all those authorized to use it. The purchase of a Unit shall constitute acceptance of these rules and regulations and shall acknowledge a willingness to abide by them. The covenants hereafter run with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon the undersigned, its successors and assigns, and any Unit Owner, purchaser or any other person having an interest in the Property, or any part or portion thereof.

2. Unit Use

- A. No recreational vehicles located on a Unit shall be occupied on a continuous year-round basis or utilized as a permanent abode or legal place of residence. The normal camping season shall be from May 15 to October 15, when normal services will be available, weather permitting. The Board of Directors reserves the right to change the length of the camping season, from time to time, as deemed necessary. Access shall be available, though, during all times of the year, but at times other than during the normal camping season, only limited services shall be available.
- B. Individual Recreational Units and the Block Units are to be used for camping purposes only. Recreational vehicles shall be located on these Units for that purpose. The recreational vehicles located on the Units shall be used by the Unit Owner, his family, guests, invitees or lessees of the Unit with his permission. Only recreational vehicles which meet the definition of a recreational vehicle as set forth herein shall be allowed on a Unit, except as provided for in Article XI, Paragraph O of Section 3 of this Article and Article VI as applicable to Block Units.
- C. Nothing shall be done or kept in any Unit, except the Commercial Unit, or in the Common Elements which will increase the rate of insurance on the Property without prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Property, or which would be in violation of any law.
- D. Each Unit Owner shall be responsible for his own insurance for his recreational vehicle or Commercial Buildings or structures and the contents located therein, and his appurtenances, additions and improvements thereto, and decorating and furnishings and personal property therein, and his personal property stored elsewhere on the Property and personal liability all to the extent not covered by fire and liability insurance for all the Unit Owners obtained as part of the Common Expenses as provided in the Association By-Laws, Section B, Paragraph 9.
- E. No animals, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred or kept in any

Unit or in the Common Elements, except customary household pets acceptable to the Association. Pets must be kept under the control of their Unit Owners at all times and must never be left unattended outside the recreational vehicle located on the Unit. All dogs, cats, or pets must be kept on a leash not more than ten (10) feet long. Pet owners are responsible for cleaning up all pet droppings anywhere on the Property, including the pet owner's Unit. The Association shall have the right to require removal of animals which are unruly, loud or misbehaved from the Condominium, and shall further have the right to impound unleashed animals and add any boarding charges to the pet owner's maintenance assessment. All animals shall have current proof of rabies inoculation, where applicable. No outside doghouses are allowed. This provision shall not be applicable to a Commercial Unit or activities of a Commercial Unit Owner undertaken over or through the Common Elements.

- F. No noxious, offensive, boisterous or illegal activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other Unit Owners or Occupants.
- G. There shall be quiet hours each day from 11:00 p.m. in the evening until 8:00 a.m. the following morning, or times as designated by the Board, except as to the use and occupancy of any Commercial Unit which shall be governed by applicable state and local governmental regulations. During this time noise and activities, which would tend to disturb other Unit Owners or Occupants, shall be kept to a minimum.
- H. No industry, business, club, trade, association, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted in any Unit or the Common Elements, except commercial business activities shall be allowed on any Commercial Unit and on the Common Elements for business activities undertaken by any Commercial Unit Owner as hereinafter provided in this Declaration and governed by applicable state and local governmental regulations.
- I. There may be placed within the Individual Recreational Units and any Block Unit such items of personal property as are normally used in connection with recreational camping, including by way of example, picnic tables, folding chairs and grills.
- J. No more than one recreational vehicle may be parked in any Individual Recreational Unit. Recreational vehicles may only be occupied when located on an Individual Recreational Unit or on a Campsite within a Block Unit, or in an area specifically designated for "Guest Vehicles", said area, if any, to be used by guests of Unit Owners or potential Unit purchasers pursuant to rules and regulations developed by the Board or the Owner of Unit 201.
- K. All recreational vehicles must be capable of being moved, the wheels may not be removed. Any alterations or additions to the recreational vehicle must meet all State Laws and Regulations as they pertain to a campground including but not limited to Chapter 54 of the Wisconsin Statutes, Chapter HFS178 of the Wisconsin Administrative Code and all building regulations and guidelines of the Association as may be promulgated by the Board from time to time.
- L. Water, electric and sewer connections may be used only to serve the Unit for which they are a

part and may be connected only through approved hook-up procedures to a recreational vehicle parked at a Unit. There shall be no individual wells or septic systems allowed on any Individual Recreational Unit or Block Unit.

- M. Unit Owners are responsible to keep and maintain their Unit, Unit improvements and personal property located thereon, including their recreational vehicle in a safe, neat, clean, sanitary and orderly condition. This shall include the cutting and trimming of all lawns and grasses. Unit Owners are further responsible for the trimming and upkeep of all shrubs and trees so as not to have said shrubs and trees cause a nuisance to other Unit Owners or a nuisance on the Common Elements. If any lawn or grass area exceeds 4" or if in the discretion of the Board any tree or shrub causes a nuisance as prohibited herein, the Board may cut or trim the same and charge the cost thereof to the offending Unit.
- N. Personal property shall be stored in a place and manner so as to uphold the image of the Association and to not create a nuisance, eyesore, safety or fire hazard, or interfere with other campers' enjoyment whenever an Individual Recreational Unit or Block Unit is unoccupied for more than one day.
- O. A fire extinguisher is required to be kept in each recreational vehicle. This extinguisher to be of a size and capacity approved by the Board.
- P. No recreational vehicle may be placed on any Individual Recreational Unit or on a Campsite located within the Block Unit except on the pad provided for that purpose. This pad must stay in its original location unless the Board approves a new location.
- Q. Unit and Campsite boundary markers shall not be moved, removed or damaged.
- R. Garbage and rubbish must be disposed of using the strategically located containers. No hot coals shall be dumped in any of said containers. Garbage, rubbish, leaves, etc., may not be burned but must be disposed of as required herein. Refuse may be stored on the Individual Recreational Units and any Block Unit while the Individual Recreational Unit or Campsite located on a Block Unit is being occupied; however, if the Unit or Campsite Occupant shall leave the Unit or Campsite for an extended period, garbage and rubbish must be removed to the strategically located containers.
- S. Only three allowable motorized vehicles, exclusive of a recreational vehicle or golf cart, shall be allowed on any Individual Recreational Unit or a Campsite located on a Block Unit at one time. There shall be no limitation applicable to any Commercial Unit.
- T. Guests are permitted to stay on an Individual Recreational Unit or on a Campsite located within a Block Unit with the Unit Owner. Up to six (6) guests will be allowed on any one Individual Recreational Unit or Campsite located within a Block Unit, or up to ten (10) guests if they are immediate family members of the Owner or registered occupant of the Individual Recreational Unit or Campsite located within a Block Unit. Guests are the responsibility of the Unit Owner whose name the guest is registered under and must adhere to all applicable rules and regulations as set forth by the Board or Management, as well as all covenants and restrictions set forth in this

Declaration and the By-Laws. Any fine that may be imposed due to a violation of the Association rules and regulations by a guest of an Owner may be issued to the Owner that said guest was registered under.

- U. There is no hunting allowed upon the property nor shall any weapon of any kind whatsoever be discharged or fired upon the property.

3. **Unit Improvement**

- A. **In General:** There may be no improvement or change made to a Unit which in any manner hinders the use of another Unit or the Common Elements of the Condominium or which in any way interferes with the provision of services to any Unit, or in any way reduces, adds to or alters any screening requirements. Recreational vehicles located on a Unit shall at all times be maintained in a good state of repair and condition. The Board, with respect to the individual Recreational Units and the Block Units, shall have the authority to determine the acceptability and the state of repair and condition of any Unit and recreational vehicle. In the event a recreational vehicle is not acceptable to the Board, as set forth herein, said recreational vehicle shall not be allowed on a Unit. In the event a Unit is not acceptable to the Board, as set forth herein, said Unit shall be improved to meet Board approval.
- B. **Contour Improvements:** There shall be no contour improvements made on any Individual Recreational Unit or Block Unit without Board Approval.
- C. **Trees, Shrubs and Flowers:** Trees, shrubs and flowers may be planted on any Individual Recreational Unit. However, said plantings shall not create a nuisance or infringe on any other Unit, or the Common Elements.
- D. **Black Topping of Gravel Recreational Vehicle Pad:** The pad upon which a recreational vehicle is to be located may be improved with black top or concrete. The size of the pad shall not be increased from its original size except by approval of the Board of Directors.
- E. **Fences:** Fences shall be allowed but must be of a split-rail type not to exceed four (4) feet in height and which have no more than two (2) rails.
- F. **Vegetable Gardens:** There shall be no vegetable gardens allowed on any Block Units. Individual Recreational Units may have vegetable gardens not to exceed ten (10) feet square in size.
- G. **Fire Pits:** There shall not be more than one fire pit per Individual Recreational Unit or Campsite located within a Block Unit. Fire pits shall be of a uniform size and construction and approved by the Board of Directors. Fire pits shall not be located closer than five (5) feet from any Unit boundary or any Campsite boundary. Fire pit location shall be subject to Board approval for safety and undue nuisance to neighboring units. Fires must be totally extinguished when not personally attended. Fires must be kept at least twenty (20) feet away from LP gas bottles.

- H. **External Lights:** Permanent external lighting is allowed; however, permanent external lights shall not create a nuisance to any other Unit Owners or Occupants.
- I. **Storage Buildings:** Individual Recreational Unit Owners may have on their Units one (1) storage building. Storage buildings are not allowed on Campsites located within a Block Unit unless placed there by the Association. Storage buildings shall meet all "Storage Shed Guidelines" approved by the Board as to their size, width and exterior design. It is the Individual Recreational Unit Owners responsibility to insure that any and all improvements to their Unit and/or Camping Unit conforms to all Local and State regulations, requirements and guidelines as they pertain to a campground.
- J. **Screened Enclosures:** Individual Recreational Unit Owners may erect on their Units a screened enclosure or a similar type of auxiliary structure for individual use as a porch or patio. Such structure may have a floor area not to exceed three hundred fifty (350) square feet. All screened enclosures are to meet all "Screened Enclosure Guidelines" approved by the Board. Permanent screened enclosures are not allowed on Campsites located within a Block Unit unless placed there by the Association. It is the Individual Recreational Unit Owners responsibility to insure that any and all improvements to their Unit and/or Camping Unit conforms to all Local and State regulations, building codes, requirements and guidelines as they pertain to a campground.
- K. **Decks:** Decks are permitted on an individual Recreational Unit. All decks must meet all Board approved "Deck Guidelines" Decks shall be approved by the Board as to the size, width and exterior design with the intention being that all of said decks shall be of a near uniform height, size, color and exterior design, taking into consideration the topography of the Unit upon which they will be located. Decks are not allowed on Campsites located within a Block Unit unless placed there by the Association. It is the Individual Recreational Unit Owners responsibility to insure that any and all improvements to their Unit and/or Camping Unit conforms to all Local and State regulations, building codes, requirements and guidelines as they pertain to a campground.
- L. **Clothes Lines:** Clothes lines, and the use of, shall be permitted on any unit and campsite.
- M. **Boundaries:** No permanent improvement or recreational vehicle may be placed or located within three (3) feet of the boundary line of any Individual Recreational Unit or any Campsite located within a Block Unit, except in those circumstances where a Unit boundary is contiguous to the Common Elements other than a roadway, and except as otherwise provided or limited herein.
- N. **Other Limitations:** All improvements to any Unit other than natural plantings must be factory constructed and no homemade or individually designed improvements shall be allowed unless the plans are approved by the Board with the exception of improvements located on the Units initially sold by the Association. Improvements may be of a prefabricated type and if constructed on site, must be completed in a workmanlike manner.
- O. **Auxiliary Tents:** One auxiliary tent is allowed on each Unit or Campsite. This tent may be used

only as an auxiliary structure and must be disassembled when the Unit or Campsite is not occupied.

4. Common Elements

- A. Roadways within the Common Elements are to be kept clear and unobstructed at all times. No parking is allowed on the roadways.
- B. Speed limits on all roadways in the campground will be determined by the Board based on needs, conditions and circumstances of the time. This speed limit shall be posted and enforced. WATCH OUT FOR CHILDREN'.
- C. Cars, vans, light trucks, motor vehicles used to tow a recreational vehicle and street legal motorcycles shall be allowed in the Property for the purposes of providing ingress and egress to the Condominium.
- D. Motorcycles, mini-bikes, and other motorized apparatus are not allowed to be operated or stored on the Common Elements or on a Unit, except that such apparatus are allowed on the Property if and only if stored on a trailer and placed in an approved Parking Area, and except that street legal motorcycles licensed for operation on the public highways and operated by a licensed driver may be used and parked in the same manner for the purpose of providing ingress and egress to the Condominium. Snowmobiles are permitted but must be stored on a Unit when not in use. Snowmobiles shall only be operated on the Common Elements in the Condominium for purposes of ingress and egress. This provision shall not apply to the Owner of any Commercial Unit in connection with the operation of any amenity or recreational facility located on a Commercial Unit or operated on or through the Common Elements.
- E. Golf carts are allowed and may be used on the Property on proper roads, pathways and designated areas only. Golf carts must obey all posted speed limits, rules and regulations.
- F. No allowable motorized vehicle of any type may be parked or located other than on the Individual Recreational Unit or Campsite located within the Block Unit, on a Commercial Unit or in an approved parking area.
- G. Boats and boat trailers may be parked but not be stored for an extended period of time without being used on any Individual Recreational Unit or on a Campsite located within the Block Unit or the Common Elements except they may be stored in an approved Parking Area designated for the storage of boats and boat trailers.
- H. Inoperable vehicles located anywhere within the Condominium shall be promptly removed by the Unit Owners or by the Board of Directors at the Unit Owners expense.
- I. No person may cut or remove any trees or vegetation from any part of the Common Elements nor alter its existing topography and drainage, except by the Board of Directors. Portions of the Common Elements have been labeled "Common Element Green Belt". These areas are intended for the growth of trees and screening vegetation to act as a natural buffer between Campsites.

The Board may permit trimming or removal of small vegetation adjacent to the Units and located in the Common Elements, if necessary, for the reasonable use and enjoyment of the Units.

- J. There shall be no obstruction of the Common Elements nor shall anything be stored on the Common Elements without prior consent of the Board.

5. General Covenants and Restrictions

- A. Ingress and egress to the Property shall be made only through the prescribed entranceway and in no circumstances shall ingress and egress be made to the Condominium by trespassing upon adjacent property.
- B. No "For Sale" or "For Rent" signs, advertising or other display shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined and permitted in writing by the Board.

ARTICLE VI **Special Provisions for Block Units**

- 1. **Intent.** It is the intent of these special provisions for Block Units that each Owner of an undivided interest in a Block Unit or persons legally on the property in accordance with programs run by the Board, is deemed a member of Harbour Village Resort Condominium Association, Inc., entitling the members thereof to certain benefits of membership in accordance with the rules and regulations of the Association and certain benefits and access to the facilities and amenities located at Commercial Units within the Condominium. In addition, the use and enjoyment of the Block Units by members of the Association, their guests and invitees, shall be governed by the rules and regulations of the Association. The rules and regulations of the Association may be established from time to time by the Board and may provide for, among other things:
 - A. Advanced reservations or first come, first serve space arrangements.
 - B. Length of stay.
 - C. Frequency of use.
 - D. Charges for extra or incidental benefits of services, including food services, goods purchased, amenity use, gasoline and the like.
 - E. Number of guests allowed and guest fees.
 - F. Length of season for use of Block Units.
 - G. Provision for the use and rental of Block Units by Non-Owners when not in use by Owners of the Association.

H. Such other matters and restrictions on use as may be reasonably necessary to insure the maximum availability of any Block Units for use by the Owners of the Association.

I. Provisions for camping accommodations and rental units.

J. Provisions for seasonal camping.

2. **Campsites within a Block Unit.** Campsites located in a Block Unit are to be used and occupied pursuant to and in accordance with the terms and conditions of this Condominium Declaration and the rules and regulations of the Association.
3. **Rules and Regulations.** All covenants and restrictions as to use and occupancy of the Condominium, hereinbefore set forth in Article V, shall apply to the Block Units. In addition, special rules and regulations of the Association may be promulgated by the Board from time to time. Said special rules and regulations shall govern the use and enjoyment of the Block Units and the Property through the Association and shall be binding on any Block Unit Occupant. The rules and regulations as promulgated by the Board and as referred to herein will be enforceable by the Board and its Management in the manner as set forth in Article IX of this Declaration.
4. **Tents and Non-conforming Recreational Vehicles.** Notwithstanding anything contained in this Declaration to the contrary, tents and non-conforming recreational vehicles which have been approved by the Board and its Management shall be allowed as primary temporary dwellings on Campsites located within a Block Unit.
5. **Block Unit Owner Dues.** The Owner of an interest in a Block Unit, or persons legally on the property in accordance with programs run by the Board or its Management, shall pay annual dues to the Association. The Board and its Management shall establish and collect said dues on a monthly, quarterly or semi-annual basis. The dues of the Association, as established from time to time, provide access to the use and enjoyment of the amenities and facilities located upon the initial Commercial Unit and do include, as a part thereof, a portion of the common expenses of the Condominium, which shall be paid to the Association as required hereunder for the common expenses of the Condominium. The balance of said dues shall become the sole property of the Association. The Board of Directors hereby reserves the right to increase the initial dues as established for base year 1986, for any year thereafter, in an amount not to exceed the percentage increase in the consumer price index for the immediately preceding year as reported by the U.S. Department of Labor, Bureau of Labor Statistics, or other similar price indicators in the event said index is not in existence, or a fifteen percent (15%) increase, whichever is greater. In addition to the dues, as set forth above, Block Unit Owners may be assessed by the Association for taxes and assessments levied by any governmental authority upon Block Units and any improvements thereon. This additional assessment shall be based upon a Block Unit Owner's interest in a Block Unit and shall be similarly assessed to all Owners or an interest in a Block Unit. No Block Unit Owner, through the nonuse of a Block Unit or the amenities and facilities located at a Commercial Unit, or by professed abandonment of his interest in the Property, may avoid the obligation to pay the yearly dues and assessments set forth herein. Said yearly dues shall constitute a lien against the interest of a Block Unit Owner and may be collected by the Association pursuant to the procedure set forth in the By-Laws of the Association, Section B hereof.

6. **Expansion and Modification.** Harbour Village Resort Condominium hereunder, in furtherance of its overall development plan, reserves the right to modify the boundary lines of any Block Unit to either increase or decrease its size or reallocate its area into other types of units, all at the sole discretion of the Association and in furtherance of the Association's development plan.
7. **Restrictions.** The Board shall have the sole right and authority to promulgate additional rules and regulations in connection with the operation of Block Units and Block Unit Owners within the Association.

ARTICLE VII

Special Provisions for Commercial Units and Unit 201

1. **Intent.** In return for the payment of the dues and charges established by this Declaration, and contingent upon the observance of the rules and regulations promulgated from time to time in connection with the use thereof, Unit 201 has been designed and will be operated and other Commercial Units that may be constructed and operated in order to provide Owners and Occupants of the Property with a series of lawful commercial activities. To protect the value of the Commercial Units and Unit 201 as an income producing property, the following reservations and restrictions apply, which reservations and restrictions may not be abolished or amended without the express written consent of the Owner of Unit 201, its successors or assigns, whether such action is attempted by an Amendment to this Declaration, promulgation of the rules and regulations, dissolution of the Condominium or other connivance. Anything in this Declaration to the contrary, notwithstanding.
2. **Restrictions.** There shall be no restrictions of the commercial use or operation of any Commercial Units, or the hours thereof; use or operation of all Commercial Units shall be governed by the Owner of Unit 201 and by applicable federal, state and local governmental regulations.
3. **Access.** There shall be no restrictions of access by the public to the Commercial Units across any Common Elements, whether access is by foot or automobile, truck, boat, snowmobile or other vehicle.
4. **Easements.** There shall be no abolition or abridgment of the easements granted or reserved to the Commercial Units pursuant to Paragraph 3 of Article IV.
5. **Advertising.** There shall be no restriction on placement of advertising signs by the Commercial Unit Owners on the exterior of the buildings within a Unit, other than the restrictions set forth in applicable state and local governmental regulations and those set by the Association Board.
6. **Structures and Amenities.** Any existing structures and amenities, as well as any proposed additional structures and amenities, may be expanded, subtracted, altered, changed and modified as deemed necessary by the Owner of any Commercial Unit, with the sole restriction that the Owner thereof shall comply with all rules and regulations as may be promulgated from time to time by the

Owner of Unit 201 and all applicable state and local governmental regulations which apply thereto.

7. **Operation of Commercial Activities.** The Owner of Unit 201 shall have the right to operate commercial activities in the Condominium outside of Unit 201 subject to rules adopted by the Association Board.
8. **Dues and Charges.** The Owner of Unit 201 shall have the right to collect dues for the use and enjoyment of the amenities and facilities located on Unit 201 and other Commercial Units as provided for and set forth in this Declaration. The dues so collected shall be the sole property of the Owner of Unit 201. In addition, the Owner of Unit 201 shall, in its sole discretion, have the right to charge a separate fee for the use and enjoyment of certain amenities and facilities located on Unit 201, on any other Commercial Unit, or located on the Common Elements and under the control of the Owner of Unit 201.

ARTICLE VIII

Sale, Lease or Other Alienation

1. **Intent.** No Individual Recreational Unit Owner other than the Association, its successors or assigns, shall, at any time, sell, convey, lease, gift or give away any Unit, without first complying with the provisions hereinafter contained in this paragraph unless the recipient of said Unit is related by blood or marriage to the Unit Owner, is a co-owner, a member of the partnership which is the Unit Owner, or a shareholder in a corporation which is the Unit Owner or an Individual Recreational Unit.
2. **Right of First Refusal on Conveyance.** No sale shall be made unless the Board is given no less than thirty (30) days prior written notice of the terms of any proposed bona fide sale, as evidenced by a bona fide written document of purchase or sale, together with the name and address of the proposed purchaser. The Association shall, at all times, have the first right and option to purchase such Unit upon the terms as evidenced by such bona fide document, which option shall be exercisable for a period of thirty (30) days following the date of receipt of the written notice of the proposed sale. If said option is not exercised by the Association within said thirty (30) days, the Unit Owner may, at the expiration of said thirty (30) day period and at any time within sixty (60) days after the expiration of said period, contract to sell such Unit to the proposed purchaser named in such notice, but only to such purchaser upon the terms specified therein.
3. **Involuntary Sale.** In the event any Unit Ownership or interest herein is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall, before taking possession of the Unit so sold, give thirty (30) days written notice to the Board of his intention to do so, whereupon the Board shall have an irrevocable option to purchase such Unit or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Board within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said Unit. The Board shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty (30) day period.

4. **Release or Waiver of Options.** Upon the written consent of the Board, any of the options or rights of first refusal contained in this Article VIII may be released or waived and the Unit Ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, or given free and clear of the provisions of this Article.
5. **Proof of Termination of Option.** A certificate executed and acknowledged by the acting Secretary of the Board stating that the provisions of this Article VIII as hereinabove set forth have been met by a Unit Owner or duly waived by the Board and that the rights of the Board here-under have terminated, shall be conclusive upon the Board and the Unit Owners in favor of all persons who rely thereon in good faith, and a certificate shall be furnished to any Unit Owner who has in fact complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived upon request at a reasonable fee, not to exceed fifty Dollars (\$50.00).
6. **Financing of Purchase Under Option.**
 - (a). Except as otherwise herein provided, acquisition of Unit Ownership or any interest therein under the provisions of this Article shall be made from the Maintenance Fund.
 - (b) The Members of the Board, in their discretion, may borrow money as provided for in the Association By-laws to finance the acquisition of any Unit Ownership or interest therein authorized by this article; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit Ownership of interest therein to be acquired.
7. **Title to Acquired Interest.** Unit Ownerships or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the Association. Said Unit Ownerships or interests therein shall be sold or leased by the Board in such a manner as it shall determine without complying with any of the foregoing provisions relating to options or rights of first refusal.
8. **Leasing of Units.** No Individual Recreational Units shall be leased by any Unit Owner for a period less than the normal camping season. No fractional share of the Block Unit shall be leased at any time other than by the Owner of Unit 201, its successors or assigns, or the Association Board. All lessees occupying Units in the Condominium shall be subject to all the terms and conditions, rules, regulations and covenants set forth in this Declaration, as well as the application and miscellaneous rules and special Seasonal Site Rules of the Harbour Village Resort Condominium Inc, Association.

ARTICLE IX

Remedies for Breach of Covenants, Restrictions and Regulations

1. **Abatement and Enjoinment.** The violation of any restriction or condition or regulation adopted by the Board or the Owner of Unit 201, as the case may be, or the breach of any covenant or provision herein contained, shall give the Board and the Owner of Unit 201, as the case may be, the right to proceed as follows:

- A. To enter upon that part or the Property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof and the Owner or Unit 201, or their successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or
- B. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. All expenses of the Board or the Owner of Unit 201 in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum legal rate until paid, shall be charged to and be assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board or the Owner of Unit 201 shall have a lien for all of the same upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board or the Owner of Unit 201.
2. **Involuntary Sale.** If any Unit Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing is transmitted by the Board, or shall reoccur more than once after such notice, then the Board shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing terminating the rights of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit or fractional share thereof, and thereupon an action in equity may be filed by the members of the Board against the Unit Owner or Occupant, or in the alternative, a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit or fractional share thereof owned by him on account of the breach of covenant, and ordering that the right, title and interest of the Unit Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Unit Owner from reacquiring his interest in the Property at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of the proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any mortgages, liens, judgments or other encumbrances of record, shall be paid to the Unit Owner. Upon the confirmation of such a sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit Ownership and, subject to the Board's rights as provided in Paragraph 2, Article VIII hereof, to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

ARTICLE X
Liability of Board of Directors

1. The members of the Board of Directors and their respective agents and employees, shall not be personally liable to the Unit Owners or others for any mistake of judgment or for any acts or omissions made in good faith as such Board members or otherwise, in exercise of the powers herein vested in the Board. The Unit Owners shall indemnify and hold harmless each of the members of the Board of Directors and their respective agents and employees against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Unit Owners unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Directors or their respective agents and employees, or out of the aforesaid indemnity in favor of the members of the Board of Directors and their respective agents and employees, shall be limited to their proportional share of the common expenses. Every agreement made by the Board of Directors or by the managing agent on behalf of the Unit Owners, shall provide that the members of the Board of Directors or the managing agent, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners) and that each Unit Owner's liability thereunder shall be limited to their proportional share of the common expense.

ARTICLE XI

General Provisions

1. In the event for any reason, the Condominium form of Ownership is terminated, then and only then, each Unit Owner, and his successors and assigns, whether voluntary or involuntary, of all or any part of the Property described herein on Exhibit "A" shall, regardless of any requirements herein to the contrary, have the legal and financial obligation to either operate and maintain a lawful, private sewage system or to belong to a sui juris association described in Sec. 703.15, Wis. Stats., which has such responsibility; or, to have the services of a municipal sanitary district or private public utility which is charged with the operation of a lawful, private sewage system.
2. Upon written request to the Board, the holder of any duly recorded mortgage against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Unit Owner whose Unit Ownership is subject to such mortgage or trust deed.
3. There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the Property is withdrawn from its terms and conditions, or terminated according to applicable state statutes.
4. Notices provided for in this Declaration and in the Act shall be in writing, and shall be addressed to Harbour Village Resort Condominium Association, Inc., 5840 Hwy 42 North. Sturgeon Bay, Wisconsin, 54235; to the Board in care of the Property address until further notice in writing is transmitted; and to any Unit Owner at the address of the Unit in which his Unit is located (indicating thereon the number of the respective Unit), or at such other address as herein provided. The Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Individual Recreational Unit Owners and the Block Unit Owners. Any Unit Owner may also designate a different address for notices to him by

giving written notice of his change of address to the Board or Association.

5. Each grantee of the Association and every subsequent grantee, by the acceptance of a deed of conveyance or land contract interest, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration and all rights, benefits and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time an interest or estate in the Property, and shall inure to the benefit of such Unit Owner or the Association in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.
6. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
7. Neither Harbour Village Resort Condominium, nor their respective 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 the Association by, or pursuant to, this Declaration, or Contractor, Owner, Manager or seller of the Property, whether or not such claim;
 - A. Shall be asserted by any Unit Owner, Occupant, or by any person or entity claiming through any of them; or
 - B. Shall be on account of injury to person or damage to or loss of property wherever located and however caused; or
 - C. Shall arise Ex contractu or (except in case of gross negligence) Ex delictu.

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 Unit Owner, Occupant, and their respective agents, employees, guests and invitees, or by reason of any neighboring Property or personal property located on or about the Property, or by reason of the failure to function, or disrepair of, any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.).

8. Except where a greater majority is required by Wisconsin Law, the provisions of this Declaration may only be amended with the written approval of at least three-quarters (3/4) of the total outstanding votes of the Association. The consent of any Unit Owner whose unit is subject to a mortgage must be approved by the mortgagee. The document submitting the amendment for recording shall state that the required consents and approvals for the amendment were received. A copy of the approved amendment shall be sent to all unit owners. An amendment becomes effective when it is recorded with the Register of Deeds for Door County, Wisconsin.

9. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.
10. Real estate taxes are to be separately taxed to each Unit Owner for his Unit, and/or his Unit Ownership interest, and such Unit's 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, then each Unit Owner shall be assessed his proportionate share of the tax bill in accordance with his proportion of the common expense assessment as set forth in Exhibit "D". The obligation to pay real estate taxes shall be in addition to the common expense assessment. If separate tax bills are not sent to Unit Owners, then notices of assessments shall be mailed to the following:
- (a) In the case of Individual Recreational Units, Commercial Unit or Block Unit Owner interests:
- Harbour Village Resort Condominium Association, Inc.
5840 Highway 42
Sturgeon Bay, Wisconsin 54235
11. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class recreational vehicle Condominium.

By executing this document, the undersigned officers certify that the Association has received the written consent equaling at least three-fourths (3/4) of the votes of the Unit Owners and their mortgagees, if any, in Harbour Village Resort Condominium Association, Inc. approving the adoption of this First Amended and Restated Declaration for Harbour Village Resort Condominium. The consent of the Unit Owners is on file with the Association.

Dated this the ____ day of _____, 2009.

HARBOUR VILLAGE RESORT CONDOMINIUM ASSOCIATION, INC.

By: _____
Louis Ledvina, President

By: _____
Mark Paral, Secretary

The registered agent for the Condominium is:

PLF Registered Agents

454 Kentucky Street
Sturgeon Bay, WI 54235

The Registered Agent may be changed pursuant to Chapter 181 of the Wisconsin Statutes.
The original declaration document was drafted by:

Attorney Richard A. Howarth, Jr.
Howarth Law Offices, S.C.
41 North Washington Street
Elkhorn, Wisconsin 53121

This First Amended and Restated Declaration was drafted by:

Attorney James A. Downey
454 Kentucky Street
Sturgeon Bay, WI 54235

HARBOUR VILLAGE RESORT CONDOMINIUM

SECTION 27
LOCATED IN
THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 29 NORTH,
RANGE 28 EAST, TOWN OF CUB LAKE, DOUG COUNTY, WISCONSIN

FOR
HARBOUR VILLAGE RESORT CONDOMINIUM

PREPARED BY
BRUNN J. PEIT - R. L. S. S-2783
DOEY - STAEHE & BRYAN D/B/A BAY SURVEYING
200 SOUTH 4TH AVENUE STURGEON BAY
820-743-8863

APRIL 28, 2008

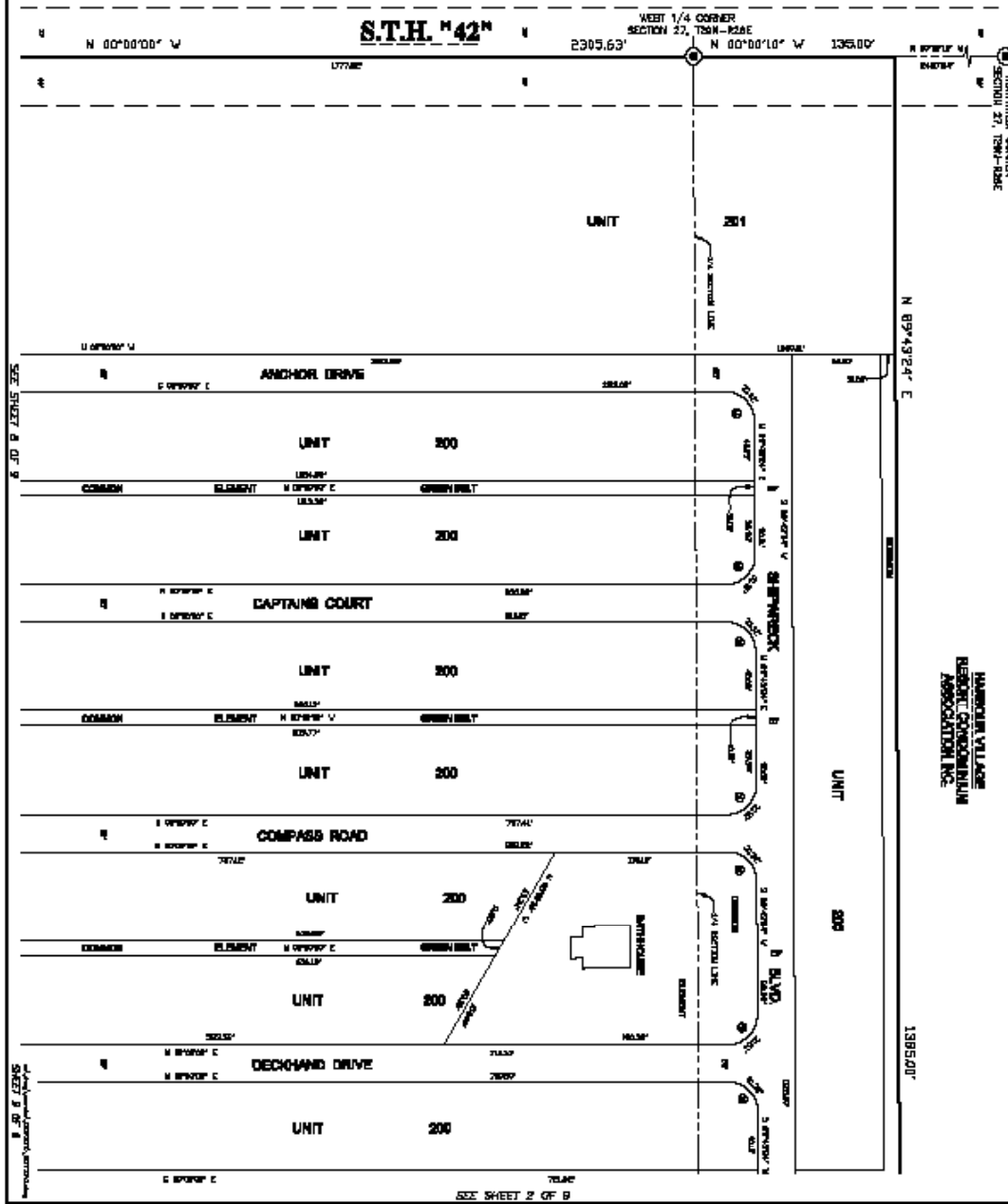
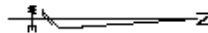
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SCALE
1" = 80'
0 30 60
GRAPHIC SCALE IN FEET



LEGEND

- = DOOR COUNTY MONUMENT
- = COMMON ELEMENT GREEN BELT



HARBOUR VILLAGE RESORT CONDOMINIUM

LOCATED IN
THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 29 NORTH,
RANGE 28 EAST, TOWN OF CUB LAKE, DOOR COUNTY, WISCONSIN

FOR
HARBOUR VILLAGE RESORT CONDOMINIUM

PREPARED BY
BRYAN J. PEET - R. L. S. S-2763
DOCK - STURGEON & BRYAN D/B/A BJO SURVEYING
200 SOUTH 4TH AVENUE, STURGEON BAY
820-743-8863

APRIL 28, 2008

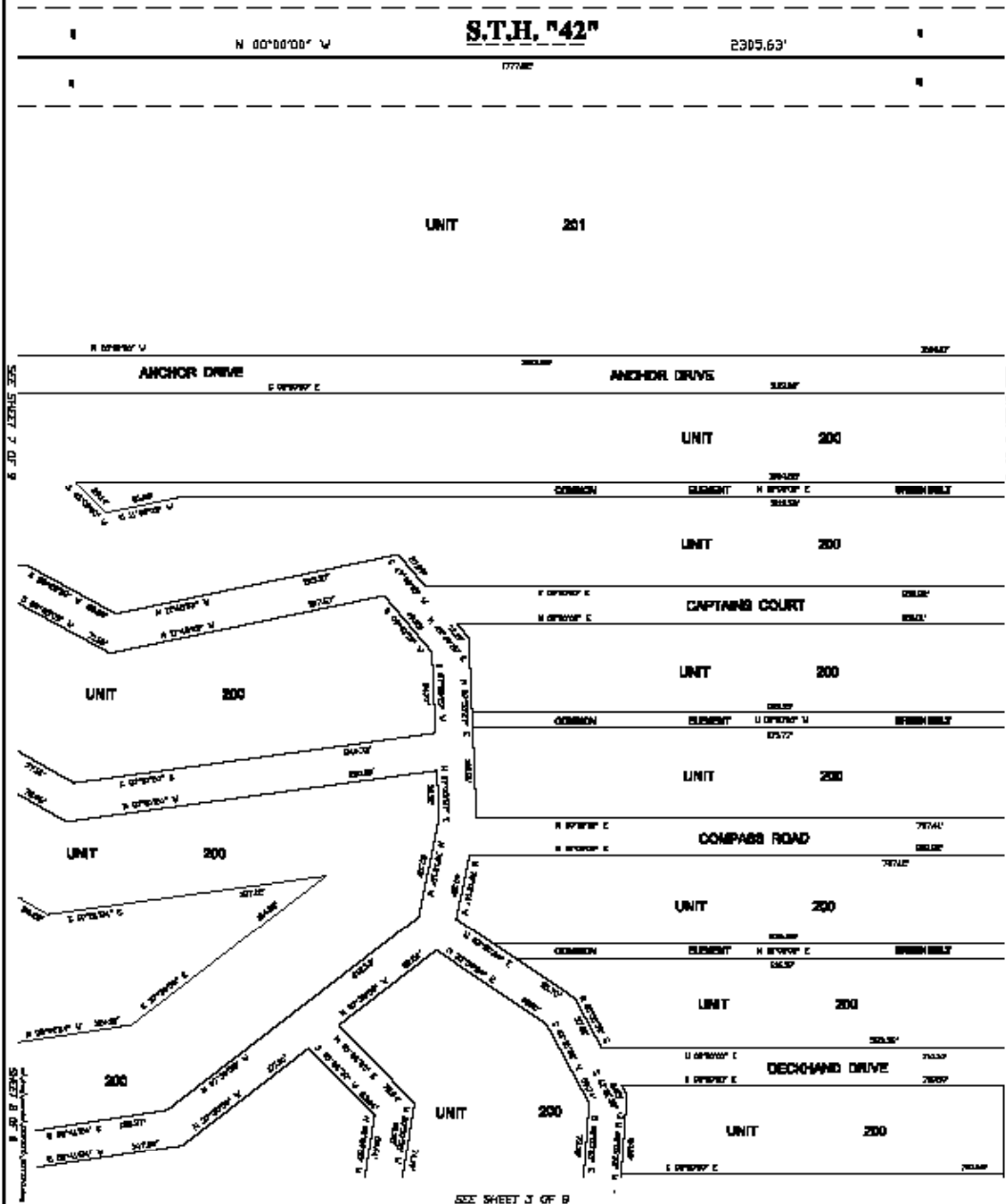
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SCALE
1" = 80'
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GRAPHIC SCALE IN FEET



LEGEND

- ⊙ = DOOR COUNTY MONUMENT
- = COMMON ELEMENT GREEN BELT



SEE SHEET 3 OF 8

HARBOUR VILLAGE RESORT CONDOMINIUM

LOCATED IN
THE SOUTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 29 NORTH,
RANGE 28 EAST, TOWN OF CEDAR HURST, DODGE COUNTY, WISCONSIN

FOR
HARBOUR VILLAGE RESORT CONDOMINIUM

PREPARED BY

BRYAN J. PETER - R. L. S. 5-2763
BRYAN J. PETER & BRYAN J. PETER SURVEYING
200 SOUTH 4TH AVENUE, STURGEON BAY,
WI 54783-4363

APRIL 28, 2008

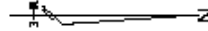
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SCALE
1" = 80'
0 30 60
GRAPHIC SCALE IN FEET

LEGEND

- ⊙ = DODGE COUNTY MONUMENT
- = COMMON ELEMENT GREEN BELT



S.T.H. "42"

N 00°00'00" W

2305.63'

UNIT

201

UNIT

201

UNIT

200

UNIT

200

UNIT

200

UNIT

200

UNIT

200

UNIT

200

COMMON
ELEMENT

COMMON
ELEMENT

UNIT

200

SEE SHEET 4 OF 8

SEE SHEET 5 OF 9

SEE SHEET 2 OF 8

HARBOUR VILLAGE RESORT CONDOMINIUM

SECTION 27
LOCATED IN
THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 29 NORTH,
RANGE 20 EAST, TOWN OF COB LAKE, COON COUNTY, WISCONSIN

FOR
HARBOUR VILLAGE RESORT CONDOMINIUM

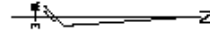
PREPARED BY
BRYAN J. PEET - R. L. S. S-2783
DREW - STREWE & BRYAN D/B/A BJO SURVEYING
200 SOUTH 4TH AVENUE, STURGEON BAY,
WI 54783-4153
APRIL 28, 2008 0-07274



SCALE
1" = 80'
0 30 60
GRAPHIC SCALE IN FEET

LEGEND

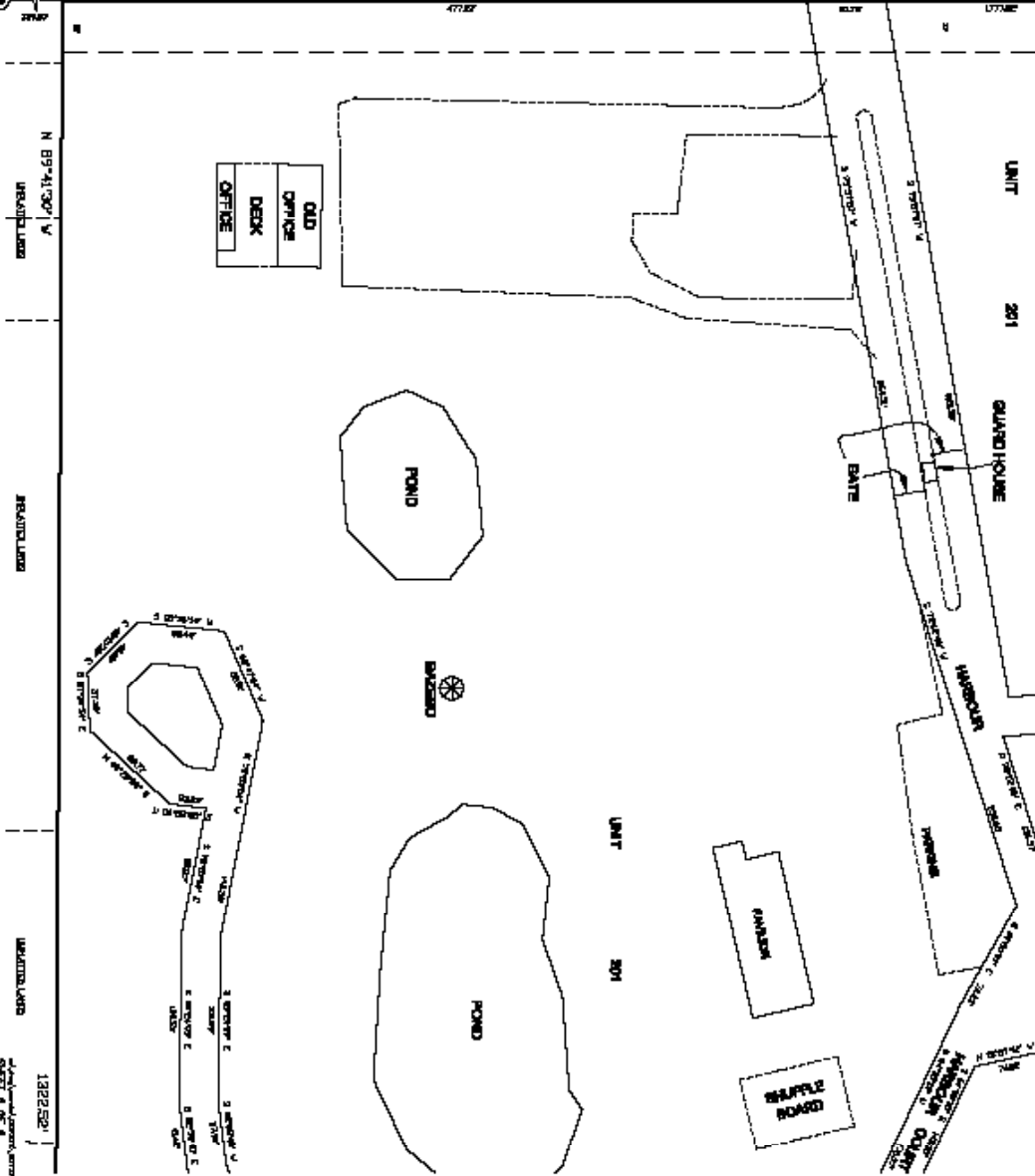
- ⊙ = DODGE COUNTY MONUMENT
- = COMMON ELEMENT GREEN BELT



SOUTHWEST CORNER
SECTION 27, T29N-R20E

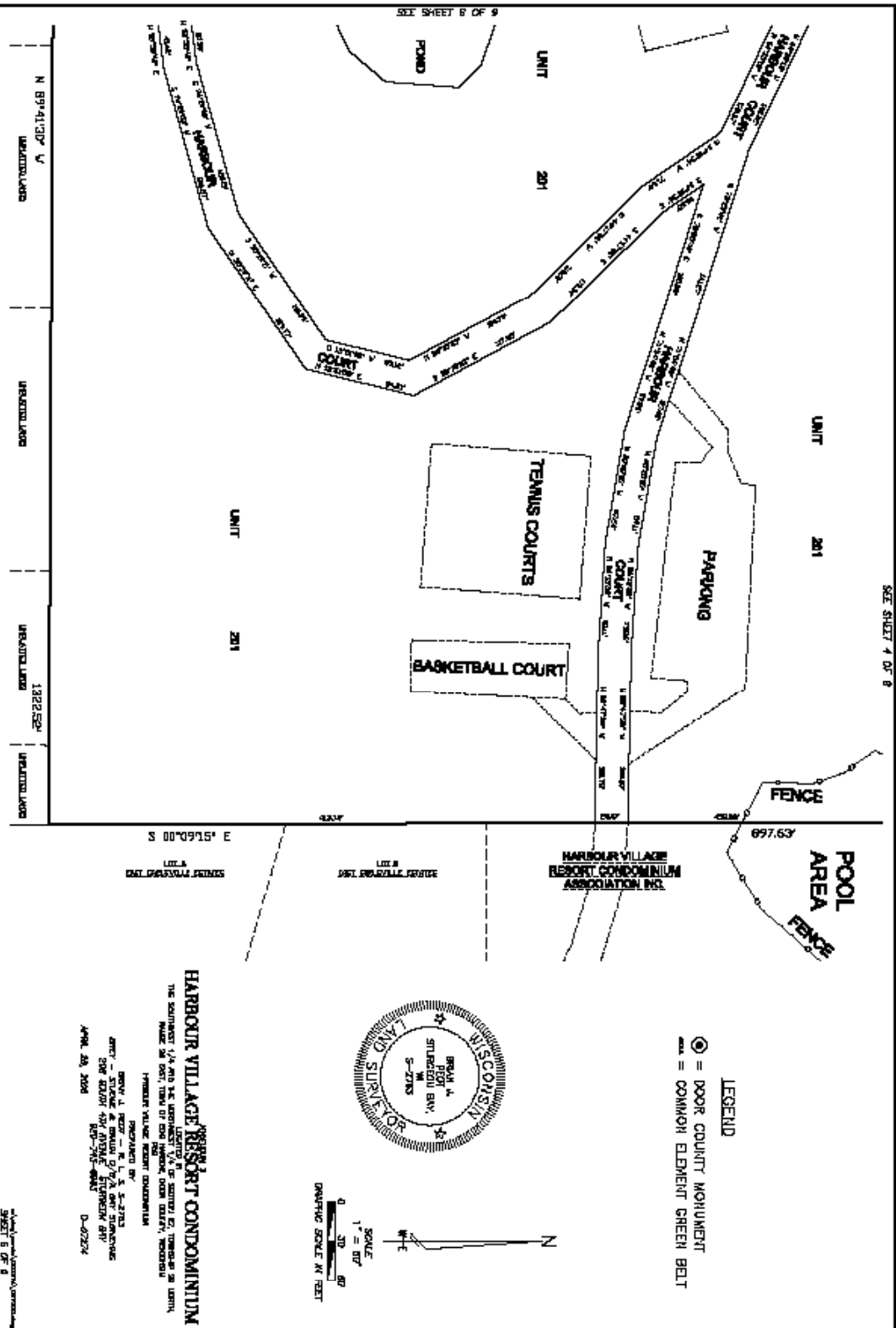
S.T.H. "42"

N 00°00'00" W 477.82' E503.53'



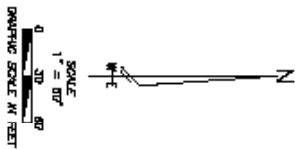
SEE SHEET 5 OF 8

SEE SHEET 4 OF 8



LEGEND

- ⊙ = DOOR COUNTY MONUMENT
- = COMMON ELEMENT GREEN BELT



HARBOUR VILLAGE RESORT CONDOMINIUM

THE SCHEMATIC PLAN AND THE EXISTING PLAN OF THE HARBOUR VILLAGE RESORT CONDOMINIUM, UNIT 201, AS SHOWN ON THE ATTACHED PLANS, WERE PREPARED BY THE ARCHITECT, BUREAU OF ARCHITECTURE, INC., FOR THE DEVELOPER, HARBOUR VILLAGE RESORT CONDOMINIUM, INC., AND THE SURVEYOR, BRIAN A. STUBBS, LAND SURVEYOR, WISCONSIN, FOR THE PURPOSE OF RECORDING THE SAME.

DATE: APRIL 23, 2008

BY: BRIAN A. STUBBS, LAND SURVEYOR, WISCONSIN

FOR: HARBOUR VILLAGE RESORT CONDOMINIUM, INC.

PROJECT: HARBOUR VILLAGE RESORT CONDOMINIUM, UNIT 201

SCALE: 1" = 30'

DATE: APRIL 23, 2008

BY: BRIAN A. STUBBS, LAND SURVEYOR, WISCONSIN

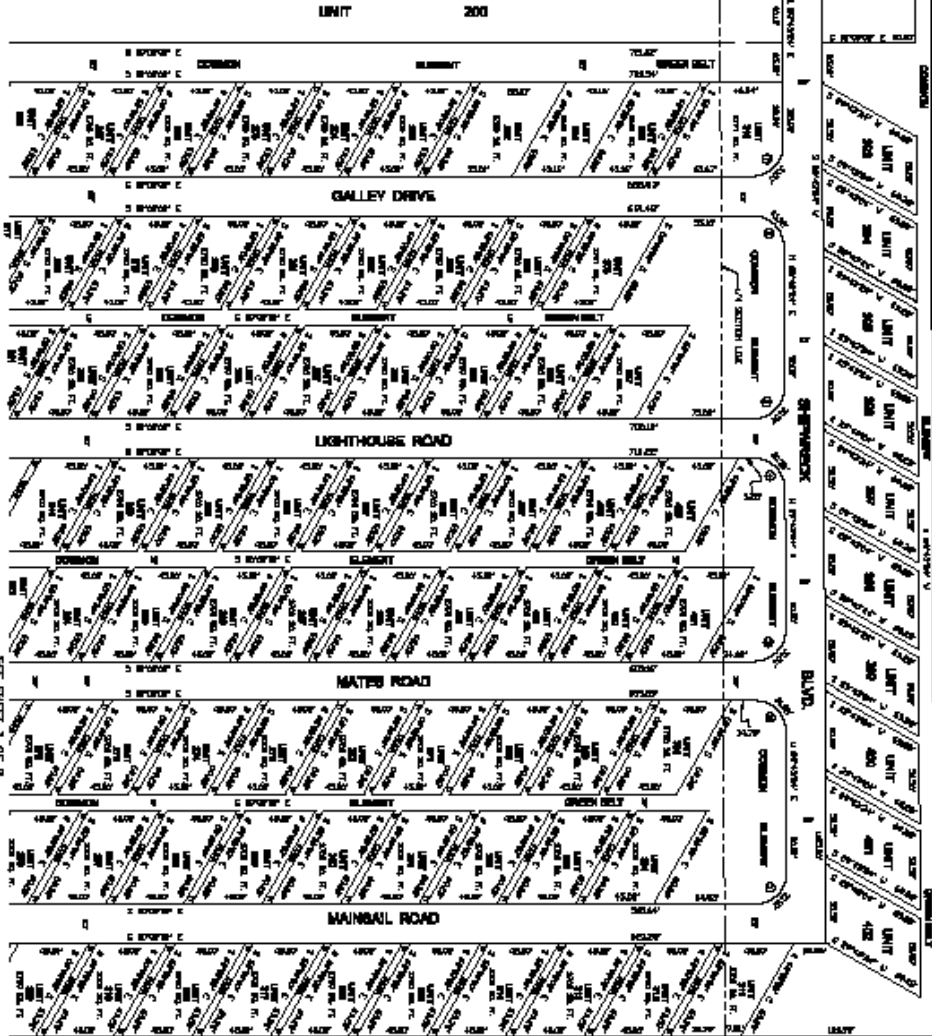
FOR: HARBOUR VILLAGE RESORT CONDOMINIUM, INC.

PROJECT: HARBOUR VILLAGE RESORT CONDOMINIUM, UNIT 201

SCALE: 1" = 30'

DATE: APRIL 23, 2008

UNIT 200



HARBOUR VILLAGE RESORT CONDOMINIUM

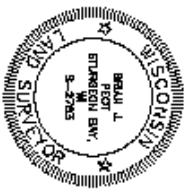
LOCATED IN THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 28 WEST, TOWN OF 1000 HARBOUR, DOUG COULTRY, WISCONSIN
HARBOUR VILLAGE RESORT CONDOMINIUM

LEGEND

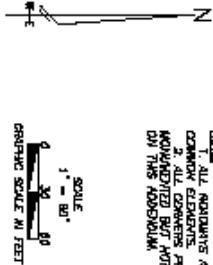
⊙ = DOOR EQUITY MONUMENT
⊙ = COMMON ELEMENT GREEN BELT

UNIT #	OWNER NAME	UNIT #	OWNER NAME	UNIT #	OWNER NAME
1	UNIT 1	101	UNIT 101	201	UNIT 201
2	UNIT 2	102	UNIT 102	202	UNIT 202
3	UNIT 3	103	UNIT 103	203	UNIT 203
4	UNIT 4	104	UNIT 104	204	UNIT 204
5	UNIT 5	105	UNIT 105	205	UNIT 205
6	UNIT 6	106	UNIT 106	206	UNIT 206
7	UNIT 7	107	UNIT 107	207	UNIT 207
8	UNIT 8	108	UNIT 108	208	UNIT 208
9	UNIT 9	109	UNIT 109	209	UNIT 209
10	UNIT 10	110	UNIT 110	210	UNIT 210
11	UNIT 11	111	UNIT 111	211	UNIT 211
12	UNIT 12	112	UNIT 112	212	UNIT 212
13	UNIT 13	113	UNIT 113	213	UNIT 213
14	UNIT 14	114	UNIT 114	214	UNIT 214
15	UNIT 15	115	UNIT 115	215	UNIT 215
16	UNIT 16	116	UNIT 116	216	UNIT 216
17	UNIT 17	117	UNIT 117	217	UNIT 217
18	UNIT 18	118	UNIT 118	218	UNIT 218
19	UNIT 19	119	UNIT 119	219	UNIT 219
20	UNIT 20	120	UNIT 120	220	UNIT 220

HARBOUR VILLAGE
RESORT CONDOMINIUM
ASSOCIATION, INC.



NOTE:
1. ALL MONUMENTS ARE
COMMON ELEMENTS.
2. ALL DIMENSIONS PREVIOUSLY
MADE SHALL BE CORRECTED
ON THIS RECORD.



PREPARED BY
BRIAN J. PETERSON - R, L, S. S-2785
BRIAN J. PETERSON & BRIAN J. PETERSON
2008 SOUTH 4TH AVENUE, SUITE 200
920-743-6963
APRIL 26, 2008
D-07274
SHEET 2 OF 9

[illegible][illegible]

Power output 5.001,743 square feet / 76.00 acres

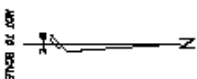
The Wind 33 fund is subject to the right of the public for record purposes.

Personal subject to examination and realizations of records

[illegible]

Therapeutic

Division of Fleet
ALG 9-2783



THE SUBJECT 1/4 AND THE LEFTMOST 1/4 OF SECTION 26, TOWNSHIP 28 NORTH, RANGE 28 EAST, TOWN OF LOS HATERS, COCKER COUNTY, MISSOURI, FOR
HARRISON VALLEY EIGHT CENTIMETER
ACQUIRED BY
ARLEY J. DAVIS - A. L. S. 2-27-75
SUCHESE AND PEARL DAVIS BY SURRENDERING
220 SOUTH SAN ANGELO, SITTLEDOWN GRY
267-251-6963
A988L, 22, 27020
D-02774

