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CONDOMINIUM DECLARATION

LOIS M. KETTERHAGEN

REGISTER OF DEEDS

WALWORTH COUNTY, WI

SECURITY TITLE,

ELKHORN 94.00

OF

THE ABBEY HARBOR CONDOMINIUM

THIS DECLARATION is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") this 22nd day of February, 1995, by ABKA Limited Partnership, an Illinois Limited Partnership (hereinafter referred to as "Declarant"). "Declarant" as used herein shall mean and refer to ABKA Limited Partnership, an Illinois Partnership, and shall also mean and refer to any successor-in-title to Declarant's interest in the Property, provided that such successor-in-title, by instrument of assignment, acceptance and assumption executed by Declarant and recorded in the Office of the Register of Deeds of Walworth County, Wisconsin, (1) accepts the assignment therein made by Declarant of those rights and powers of Declarant contained in this Declaration, and (2) assumes and agrees to be bound by and perform those obligations of Declarant contained in this Declaration with respect to the Property or to such portion of the Property as may be legally described in any such instrument of assignment, acceptance and assumption.

1. STATEMENT OF DECLARATION.

The purpose of this Declaration is to submit the lands and real property interests hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership in the matter provided by the Act and this Declaration.

Declarant hereby declares that it is the sole owner of the real property and real property interests described in Section 4 hereof, together with all buildings and improvements thereon or to be constructed thereon (hereinafter referred to as "the Property") which are hereby submitted to the condominium form of ownership as provided in the Act and this Declaration. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Property.

2. NAME AND ADDRESS.

The real estate and real property interests described in Section 4 and all buildings and improvements thereon and thereto shall be known as **THE ABBEY HARBOR CONDOMINIUM**. The address of the condominium is 271 Fontana Boulevard, Fontana, Wisconsin 53125.

3. EXPANDABLE CONDOMINIUM.

Declarant intends to develop **THE ABBEY HARBOR CONDOMINIUM** in phases, so that in addition to the real estate and real property interests and improvements described in Section 4 and submitted to the condominium form of ownership hereunder, Declarant may declare and add to **THE ABBEY HARBOR CONDOMINIUM** certain additional real property interests and improvements, in the manner provided in Section 21 herein. **THE**

I hereby certify that I have on this 1st day of March 1995, microphotographed the above document in accordance with standards established by Sec. 228.03 (1) of Statutes and with established procedures, *Kette Hansen*, Camera Operator

ABBEY HARBOR CONDOMINIUM may ultimately consist of a marina condominium of up to four hundred seventeen (417) condominium units if all proposed expansions are accomplished. In the event such expansions are accomplished, the percentage of undivided ownership interest of each unit owner in the common elements, voting rights, and each owner's share of common expenses, will be changed to include additional unit owners and the additional property and improvements included in the condominium.

4. LEGAL DESCRIPTION.

The real estate and real property interests described in Exhibit A attached hereto and made a part hereof, also described in the Condominium Plat attached hereto, are hereby subjected to the provisions of this Declaration.

5. DEFINITION AND DESCRIPTION OF UNITS.

5.1 Number. Four hundred seven (407) condominium units are hereby declared in **THE ABBEY HARBOR CONDOMINIUM**.

5.2 Definition. A unit is that separate area of the condominium intended for independent, private use, comprised of a cubicle of space defined by a "Lock Box" located within the Harbor House as shown in the Condominium Plat. Each unit shall have outer boundaries formed by the interior surfaces of the respective Lock Box bearing the unit designation, all as shown in the Condominium Plat. The dimensions of each unit shall be approximately four (4) inches in width, five (5) inches in height, and six (6) inches in length. Each unit shall include as an appurtenance, standard riparian rights of owners of waterfront real estate under Wisconsin Law, and the use of an assigned boat slip corresponding to the unit designation as a part of the common elements of **THE ABBEY HARBOR CONDOMINIUM**.

5.3 Identification. The units are designated by respective identifying numbers, each of which corresponds to a boat slip in **THE ABBEY HARBOR CONDOMINIUM**, as set forth in the Condominium Plat. A complete list of the unit numbers in the condominium is found in Exhibit B to this Declaration. Declarant reserves the right to change the layout, location, dimensions and construction details of the units, boat slips and other common elements shown on the Condominium Plat which are not yet fully constructed, provided that such changes shall not substantially alter the nature and quality of the units, boat slips, or other common elements.

5.4 Use Restrictions. The units and their appurtenant boat slips in **THE ABBEY HARBOR CONDOMINIUM** are designated for either recreational uses and purposes or commercial uses and purposes, as set forth in Section 10 herein.

6. COMMON ELEMENTS AND FACILITIES.

The common elements and facilities shall consist of all of **THE ABBEY HARBOR CONDOMINIUM**, real property, and real property interests, improvements and appurte-

nances as described in this Declaration, except the individual units as defined in Section 5, and shall include, without limitation, the land and real property interests described in Section 4 herein including the buildings and improvements located thereon, the marina shoreline, sea wall and sidewalk along said shoreline (to a distance of not less than ten (10) feet inland from the lakeward vertical face of the seawall), all docks, boardwalks, piers and pilings contained within the marina, all as shown on the Condominium Plat (with exclusions as noted in Section 4 herein and on the Plat), the Harbor House, outdoor swimming pool, boat launching ramp, sidewalks, driveways and walkways, utility services, utility lines and conduits including those leading up to the utility pedestal boxes serving the respective boat slips, parking areas within the condominium Property, and those improvements, structures and facilities shown on the Condominium Plat as well as certain "Dock Boxes" located on the condominium Property, but not shown on the Condominium Plat, and any and all other parts or elements of the condominium Property as described in this Declaration and additions thereto in the future made by the unit owners or the Association of Unit Owners (hereinafter described).

7. LIMITED COMMON ELEMENTS.

7.1 **Description.** A portion of the common elements and facilities are designated as "limited common elements," as described herein. Such limited common elements shall be reserved for the exclusive use of the owner or his lessee or licensee, including agents, invitees and guests (hereinafter "Owner") of the unit to which they are appurtenant, to the exclusion of all other unit Owners in the condominium. Such limited common elements are further described in Sections 7.2 and 7.3 herein.

7.2 **Boat Slips.** Each unit owner, as a limited common element appurtenant exclusively to his unit, shall have riparian rights to use of the space beside the pier or piers corresponding to his unit number as shown in the Condominium Plat, for use as a boat slip. The boat slips in **THE ABBEY HARBOR CONDOMINIUM** are divided into three (3) classes, being Class AA, Class A/B and Class C. The classifications for the respective boat slips in the condominium are shown on Exhibit B attached. The measurements of the respective boat slips, for purposes of class determination, are as follows: The Class AA slips have dimensions of approximately forty-four (44) feet in length and fourteen (14) feet in width, the Class A/B slips have dimensions of approximately thirty-one (31) feet in length and eleven (11) feet in width, and the Class C slips have dimensions of approximately thirty (30) feet in length and eight and one half (8.5) feet in width. Under no circumstances shall a boat of a length (exclusive of bow pulpit and/or swimming platform) in excess of forty-four (44) feet be placed in any of the Class AA boat slips, nor in excess of thirty-one (31) feet be placed in a Class A/B boat slip, nor in excess of thirty (30) feet be placed in any Class C boat slip. Provided, that Class AA boat slip 1204 only shall be permitted to accommodate a boat of up to fifty-five (55) feet in length; slip 1204 is initially intended to be utilized by the excursion boat "Abbey Lady." The placement of riparian structures in, and the use of, the waters of the marina as a part of **THE ABBEY HARBOR CONDOMINIUM** is subject to the rights of the members of the public and the State of Wisconsin under Wisconsin law and subject to permits issued by the State of Wisconsin.

7.3 Dock Boxes. Each unit owner, as a limited common element appurtenant exclusively to his unit, shall be assigned an individual storage box ("Dock Box"), located on the pier or piers adjacent to the unit boat slip or elsewhere on the condominium Property, which Dock Box shall bear the same identifying number as the owner's unit.

7.4 Combined Slips. Although a unit owner may own more than one boat slip, no adjacent units may be combined to create a larger boat slip, nor may any piers or common elements between boat slips be moved or removed for such purpose. All boats placed within boat slips in **THE ABBEY HARBOR CONDOMINIUM** shall conform in length and beam to the slip dimensions provided in Section 7.2 above, subject to the provisions of Sections 15.2.2 and 15.2.3 herein. This Section 7.4 may not be modified or amended without the written consent of the Village Board of The Village of Fontana, which shall not be unreasonably withheld or delayed.

7.5 Use. The manner of use of the limited common elements shall be governed by the By-Laws of, and such rules and regulations as may be established by, the Association of Unit Owners, and no unit owner shall alter, remove, enlarge, destroy, repair, paint, decorate, landscape or adorn any limited common element, or permit such, in any manner contrary to such By-Laws and rules and regulations. No changes or alterations shall be made by any unit owner to any of the limited common elements without the prior written approval of the Association, which approval may be given upon such terms and conditions as the Association deems appropriate.

8. OWNERSHIP OF UNIT AND PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

8.1 Ownership. Each unit owner shall own a fee simple interest in his or her condominium unit. Each unit owner shall also own an undivided interest in the common elements and facilities and limited common elements as a tenant in common with all other unit owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the common elements and facilities and limited common elements for all purposes incident to the intended uses thereof and such other recreational and incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with his or her unit.

8.2 Percentages. The percentage of such undivided ownership interest in the common elements and facilities and limited common elements relating to each unit and its owner for all purposes, including proportionate payment of common expenses, shall be determined by the class of the limited common elements assigned to the unit and the "points" hereby assigned to each class, and shall be equal to each unit's assigned points divided by the total assigned points of all units in the condominium, as shown in Exhibit B to this Declaration.

8.3 Expansion. The percentage of such ownership of the common elements and facilities and limited common elements shall be subject to change and adjustment in the event of expansion and addition of units and improvements to the condominium, as provided

in Section 21 herein, and new percentages shall be shown in any expansion amendment to this Condominium Declaration. The Declarant, in its sole discretion, shall determine the class assigned to each unit added to the condominium, and the points to be assigned to each such class, provided that the points assigned shall be generally comparable to the area of the boat slip assigned to the unit in the condominium compared to the points assigned to and area of other boat slips in the condominium. Such points and area are to be determined in the sole discretion of Declarant. All decisions of Declarant as to such class determinations, points assigned, and area determinations shall be final. The percentage ownership interest in the common elements for all unit owners upon expansion of the condominium as set forth in Section 21 herein shall be determined by dividing the respective points assigned to each unit then in the condominium by the total aggregate assigned points of all units then comprising THE ABBEY HARBOR CONDOMINIUM.

9. ASSOCIATION OF UNIT OWNERS.

9.1 **Membership, Duties and Obligations.** All unit owners shall be entitled and required to be a member of an association of unit owners to be known as The Abbey Harbor Condominium Association, Ltd. (herein "Association") which shall be responsible for carrying out the purposes of this Declaration, including the management and control of the common elements and facilities and limited common elements. Such Association shall be incorporated as a non-profit corporation under the laws of the State of Wisconsin. Each unit Owner and the tenants and permitted users of the units and common elements shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the By-Laws and rules and regulations of the Association.

9.2 **Voting Rights.** Each unit shall be entitled to one (1) vote at meetings of the Association. Only one membership and one vote shall exist for each unit; if title to a unit is held by more than one person, the membership and vote related to that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which title to the unit is held. Voting rights may not be split, and shared membership interests for any unit must be voted by one person pursuant to the designation contained in the Membership List maintained pursuant to the By-laws. The affirmative vote of a majority of the votes in the Association present in person or by proxy at any meeting at which a quorum is present shall be the act of the Association, pursuant to the By-Laws. The Declarant shall be entitled to cast the votes pertaining to any unit or units declared as a part of the condominium but not yet sold until such time as the respective units are sold by Declarant or its successors or assigns. The respective rights, qualifications and obligations of the members shall be as set forth in the By-Laws of the Association.

9.3 **Declarant Control.** Notwithstanding any other provisions herein contained, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and officers of the Association and to amend the By-Laws or rules and regulations of the Association, until the earlier of: (a) ten (10) years from the date of first sale of a unit by Declarant, (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the common element interest to purchasers by Declarant, or (c) until such earlier time as may be determined by Declarant, subject in each case to

provisions of the Act. The percentage in (b) above shall be calculated with the assumption that all units to be completed are included in the condominium, including those in Future Phases. Each owner of a condominium unit in **THE ABBEY HARBOR CONDOMINIUM** shall be deemed by acceptance of any deed to any unit to agree, approve, and consent to the right of Declarant to so control the Association.

9.4 Association Authority. The Association shall have and exercise all of the powers enumerated in the Wisconsin Condominium Ownership Act and the Wisconsin Non-Stock Corporation Law, to the extent not inconsistent with the Condominium Ownership Act, or the Declaration, as well as all powers contained in the Articles of Incorporation and By-Laws of the Association, as set forth therein.

9.5 Association Personnel. The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the condominium. The Association may contract for common services or utilities as may be required for each unit.

9.6 Association Records. The Association shall maintain and have available current copies of this Declaration, the Articles of Incorporation and the By-Laws of the Association, the Condominium Plat, any rules or regulations affecting **THE ABBEY HARBOR CONDOMINIUM**, and the Association's books, records and financial statements, for inspection during normal business hours by unit owners or by holders, insurers or guarantors of first mortgages secured by condominium units in **THE ABBEY HARBOR CONDOMINIUM**. Upon written request, the Association shall provide a written financial statement for the preceding fiscal year to any such holder, insurer or guarantor.

10. USE STATEMENT.

10.1 Recreational Units. The condominium units and appurtenances in **THE ABBEY HARBOR CONDOMINIUM** are intended for and restricted to marina, storage, boat slip and related recreational uses as governed by the terms and conditions contained herein and the By-Laws of the Association. The watercraft located within each boat slip, except as set forth in Section 10.2, shall not be used for commercial purposes. Unit owners, including Declarant, shall be entitled to lease, sublease, rent, license, or otherwise contract for the usage of their respective boat slip, without restriction, subject to State permits, on a long-term or short-term basis, in their sole discretion, which right shall not be amended without the consent of 100% of the unit owners.

10.2 Commercial Units. Boat slips appurtenant to Units 1201 through 1224 inclusive, as shown in the Condominium Plat, as well as the watercraft located therein, may be utilized, at the discretion of the owner(s) thereof, for commercial purposes, including, but not limited to, boat rental, excursion boats, para-sailing, or similar uses. The boat slips identified in this Section 10.2 shall not be subject to the use restrictions set forth in this Declaration and the rules and regulations applicable to all other boat slips in the condominium, insofar as such restrictions, rules and regulations might in any way prevent,

hinder or impede the commercial usage of such boat slips as permitted herein. It is intended at the time of recording of this Declaration that the commercial units described herein shall be owned and utilized by The Abbey Resort, but such units may be sold or transferred by The Abbey Resort in its discretion at any time, without any impairment whatsoever of the status or privileges of such units as commercial units. No amendment to this Declaration shall alter or abrogate in any way the rights and privileges attributed to the commercial units as specified in this Section 10.2.

10.3 Declarant Rights. Declarant, at all times, including after the initial sale of all units in **THE ABBEY HARBOR CONDOMINIUM**, shall be entitled to lease, as lessee or lessor, and/or license, as licensor or licensee, any units within the condominium, and to buy, sell and exchange the same, pursuant to appropriate arrangements with unit owners in **THE ABBEY HARBOR CONDOMINIUM**.

10.4 Adjunct to The Abbey. The marina and the condominium Property were designed primarily as an adjunct to The Abbey Resort and shall continue to serve the occupants and guests of The Abbey Resort as set forth herein.

10.5 Sales Office. Notwithstanding the foregoing provisions of this Section 10, Declarant hereby reserves the right, at its option and in its sole discretion, to use and occupy the Harbor House as a sales office for sale of the units in **The Abbey Harbor Condominium**, until (a) the latter of such time as all declared units have been sold, or all expansions provided in Section 21 herein have been completed and sold by Declarant, or (b) until such earlier time as may be determined by Declarant.

11. REPAIRS AND MAINTENANCE.

11.1 Individual Units. Each unit owner shall be responsible for keeping his or her unit in good order, and in a clean and sanitary condition, all as is more fully set forth in the By-Laws of the Association. The Association shall be responsible for the structure surrounding and defining the units.

11.2 Common Elements and Facilities. The Association shall be responsible for the management and control of the common elements and facilities and limited common elements, and shall cause the same to be kept in good, clean, attractive and sanitary condition, order, and repair. Without in any way limiting the foregoing, this shall include all repair, maintenance, and replacement of piers, docks, pier supports and foundations, Dock Boxes, the sea wall, the bed of the marina, and walkways, utilities and utility lines (up to and including the utility pedestal boxes serving the boat slips), electric, sewer and water supply systems, the Harbor House building, pool, launch ramp, all equipment, furnishings and fixtures, easement areas for which the Association has responsibility under various easement agreements, including the obligation to keep the foot bridge and sidewalks around the marina lighted during all non-daylight hours throughout the year, and all roads, parking areas, and driveways which are a part of the Property, as is all more fully set forth in the By-Laws. All expenses of maintenance of the common elements and facilities and limited common elements shall be a common expense of the Association. The Association shall

have full control and approval rights over all additions, improvements and alterations to common elements and limited common elements. Individual unit owners may make alterations or additions to common or limited common elements only upon application to and prior approval by the Association. Individual unit owners shall be responsible at their sole expense for maintenance, repair and upkeep of all such individual additions, improvements, alterations and changes made to the common or limited common elements. In the event any repair or maintenance of the common elements or limited common elements is necessitated by reason of the negligence or misuse of a unit owner or the guest, tenant, licensee, or agent of a unit owner, such expense shall be charged and specially assessed against the responsible unit owner.

11.3 Limited Common Elements. Each unit owner shall keep the limited common elements appurtenant to his or her unit, as defined in Section 7 hereof and as described in the Condominium Plat, in good order and in a clean, sanitary and attractive condition. Each unit owner shall be responsible for the maintenance, repair or replacement of any alterations or additives to the common or limited common elements approved by the Association at the request of the unit owner, as well as lighting, utility, or other equipment which may be in, or connect with, the limited common elements appurtenant to the unit. For purposes of uniformity of appearance and quality, the Association may specify the type, color and quality of materials and the plans and specifications to be used in constructing, altering, replacing, repairing, or maintaining such alterations, additions, or equipment, as may be determined from time to time by the Board of Directors of the Association.

11.4 Prohibition Against Changes by Owner. A unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any alterations, additions, changes or improvements to his unit, or in or to any common or limited common elements and facilities. Such consent may be given upon such terms and conditions as the Association in its discretion deems appropriate, provided that in no event shall any such change or alternation impede or interfere with the use and enjoyment of any other unit or appurtenances, including boat slips, of any other unit owner. A unit owner shall not perform, or allow to be performed, any act or work which will impair the structural soundness or integrity of the common elements, limited common elements, buildings or units, or the safety of the Property, or impair any easement or property right, without the prior written consent of the Association.

11.5 Entry for Repairs. The Association may enter any limited common element, or may remove a watercraft from a boat slip, in case of emergency or at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair or other matters for which the Association is responsible.

11.6 Marina Maintenance. The Association shall perform maintenance, repair and replacement of the sea wall and sidewalks within and adjacent to the marina, as well as the dredging of the bed of the marina and the channel leading into the marina (pursuant to the agreement of September 4, 1962 with the Village of Fontana) when necessary. The cost of such maintenance shall be a common expense of the Association.

12. RECONSTRUCTION UPON DESTRUCTION OR OTHER EVENTS.

In the event of a partial or total damage or destruction or other event preventing use as previously contemplated of a pier, piers, dock, boat slip, ramp, building or any other improvement or part of the common elements, such shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, so as to be compatible with the remainder of the condominium. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction, as provided in Section 13 hereof. However, if the repair or reconstruction of the damage or destruction would exceed available insurance proceeds, within 90 days of the date of the damage or destruction, the Association may determine not to rebuild or repair by written consent of at least 75% of the votes in the Association (such written consent is not effective unless approved by the mortgagee of the voting units, if any). In such event, the Property shall be subject to an action for partition and shall be partitioned pursuant to §703.18 of the Wisconsin Statutes, providing for distribution of net proceeds of sale of the Property and net proceeds of insurance in proportion to the undivided percentage ownership interests in the common elements and in accordance with the priority of interests in each unit.

On reconstruction, the design, plan and specifications of any improvements or unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any boat slip may not vary by more than ten percent (10%) from the number of square feet for such boat slip as originally constructed, and the location of the boat slips and improvements shall be substantially the same as prior to damage or destruction. If it is determined to repair and rebuild, all costs of repair or reconstruction in excess of available insurance proceeds shall be a common expense, and the Association shall have the right to levy assessments as a common expense against all unit owners to the extent that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction. Should any future event prevent the reconstruction or the right to maintain any piers or other common elements which provide access to the boat slips, or prevent reconstruction of same in their original configuration, the Association shall have the right and entitlement to reconstruct said piers or other common elements, and relocate or reconfigure the boat slips so affected within the marina, to the extent then possible and in such a manner so as to provide each unit owner so affected, the use and enjoyment of his or her boat slip as contemplated by this Declaration.

13. INSURANCE.

13.1 Units. Individual unit owners shall maintain or provide for all necessary and appropriate insurance with regard to the units and appurtenances, including comprehensive public liability insurance in the amount of \$300,000 per occurrence (subject to increase by action of the Association) together with such other insurance as may be reasonably required by the Association from time to time with respect to the boat slip and any watercraft owned or operated by or with the authority or approval of the unit Owner, or his lessee, licensee, renter or invitee. The Association shall be named as additional insured under such policies. Prior to any watercraft being placed in a boat slip in **THE ABBEY HARBOR**

CONDOMINIUM, the unit owner shall cause a current Insurance Certificate to be issued to the Association reflecting the insurance coverage set forth herein. Premiums for all such insurance shall not be the responsibility of the Association and shall not be a common expense.

13.2 Common Elements. The Association shall provide and maintain fire and broad form extended coverage insurance on the piers, buildings, improvements, and any other common elements and limited common elements and any portion thereof which are a part of the Property in an amount not less than the full replacement value thereof from time to time. Such insurance shall be obtained in the name of the Association as trustee for each of the unit owners and their respective mortgagees in the percentages established in this Declaration, as their interests may appear. Premiums shall be a common expense.

In the event of partial or total destruction of any such improvement and the repair or reconstruction of same in accordance with Section 12 hereof, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the insurance proceeds together with the net proceeds of sale, shall be distributed to the unit owners and their mortgagees, if any, as their respective interests may appear, in the manner provided by the Act.

13.3 Combined Insurance. If insurance coverage is available to combine protection for the Association and the unit owner's individual unit and appurtenances, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost-sharing basis under which the unit owner would be assessed individually for the amount of insurance which he directs the Board of Directors to include in such policies for his additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any unit owner, at his own expense, to provide any additional insurance coverage on his improvements or on his unit and appurtenances which will not duplicate any insurance provided by the Association of Unit Owners.

13.4 Liability Insurance. The Board of Directors shall also provide public liability insurance covering the common elements and facilities and the limited common elements with respect to all claims commonly insured against, and appropriate with regard to all activities conducted on the Property, in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors shall also provide workman's compensation insurance, directors' and officers' liability insurance and fidelity bonds on such officers and employees in such amounts and with such coverage as is determined by the Board of Directors to be necessary or advisable from time to time.

13.5 Terms of Insurance. To the extent possible, all insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective agents, invitees and guests, and that the insurance cannot be canceled, invalidated nor suspended on account of conduct of any one or more unit Owners, or the Association, or their agents, invitees and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of

protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

14. LIABILITY FOR COMMON EXPENSES.

The costs of administration of the Association, insurance, repair, maintenance, replacement and other expenses of the piers, launch ramp, sea wall, adjacent walkways, and the bed of the marina, buildings, pool, improvements, all common elements and facilities and limited common elements, including common utilities, utility lines and conduits up to and including the utility pedestal boxes serving the boat slips, sewer and water systems, private roads, and common services provided to the unit owners such as professional management services and other personnel, snow and ice control, and repair and maintenance of landscaping, walkways, driveways, roads and parking areas, as well as those expenses associated with the obligations of the Association set forth in the Grant of Easements, shall be paid for by the Association. The Association shall make assessments against the unit owners and the units for such common expenses in accordance with the percentage of the undivided interest in the common and limited common elements and facilities relating to each unit, in the manner provided in the By-Laws of the Association. No unit owner may exempt himself or his unit ownership from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common or limited common elements and facilities or services or by abandonment of his unit. No conveyance shall relieve the unit owner-grantor or his unit of such liability, and he shall be jointly, severally and personally liable along with his grantee in any such conveyance for the common expenses incurred up to the date of sale, until all expenses charged to his unit have been paid.

All assessments, when due, shall immediately become a personal debt of the unit owner and also a lien, until paid, against the unit to which charged, as provided in the Act. Assessments shall be made against the unit owners and the units at the beginning of each fiscal year of the Association to meet estimated common expenses of the Association for the ensuing year; however, if prorated and paid in installments, the assessments shall not be considered due until the respective installment payment dates. In the event of delinquency in payment, the Association may assess penalties and interest, and may accelerate annual assessments remaining unpaid with respect to such delinquent unit for purposes of collection or foreclosure action by the Association. The unit owner shall be responsible for any costs of the Association incurred in the collection of that unit owner's delinquent assessments, as set forth in the By-Laws of the Association.

15. RULES AND REGULATIONS.

15.1 Adoption. The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the boat slips and the common elements and facilities by the unit Owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of this

Declaration or the contracts, documents, and easements referred to in this Declaration, and shall be designed to prevent unreasonable interference with the use of the respective boat slips and the common elements and facilities by persons entitled thereto. The Association members, their lessees, licensees, or guests, and any persons using the boat slips, shall conform to and abide by all such rules and regulations. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate, which may include fines or other penalties. The rules and regulations may be adopted, altered, and amended or repealed by either the members of the Association or the Board of Directors, in each case by an affirmative vote of 67% or more of the votes present or represented at a meeting at which a quorum is in attendance, provided such action has been included in the notice of meeting, and provided that no rule or regulation adopted by the members shall be amended or repealed by the Board of Directors if the rule or regulation so adopted so provides.

15.2 Declaration Rules and Regulations. In addition to rules and regulations adopted under Section 15.1 above, the following rules and regulations are adopted by the Declarant as the Declaration Rules and Regulations for **THE ABBEY HARBOR CONDOMINIUM**. The Association members, their lessees, licensees, or guests, and any persons using the boat slips, shall conform to and abide by all such rules and regulations. The following rules and regulations can only be amended by the members of the Association casting an affirmative vote of 67% or more of the votes present or represented at a meeting at which a quorum is in attendance, provided such action has been included in the notice of meeting. Prior to completion and initial sale of all condominium units by Declarant, the consent in writing of the Declarant, its successors or assigns, shall also be required for any amendment to the following rules and regulations:

15.2.1 A unit owner shall not be allowed to place a boat in a boat slip until the first day of the season (April 1), weather permitting. The unit owner shall remove the boat on or before the last day of the season (November 1). In the event a unit owner fails to comply with this provision, the Association or its agents may take possession of the boat and cause it to be removed for storage at such place as may be convenient for the Association. The unit owners hereby appoint the Association as authorized agent with complete power of attorney to remove a boat from a boat slip and cause it to be stored as herein provided. The affected unit owner agrees to indemnify and hold the Association harmless with respect to such removal, and to pay all costs and expenses incurred by the Association in removing the boat and causing it to be stored, and all expenses, including attorney's fees, in collecting such costs and expenses from the unit owner.

15.2.2 The maximum allowable beam of a boat maintained in **THE ABBEY HARBOR CONDOMINIUM** shall not exceed fourteen (14) feet. All watercraft shall be subject to all applicable laws, codes, rules and regulations promulgated by any governmental body, agency or authority having jurisdiction, including but not limited to the Joint Uniform Lake Law Ordinance of Geneva Lake, Walworth County, Wisconsin.

15.2.3 Bow pulpits, swim platforms, or any other exterior protrusions from a boat, shall not extend beyond 18 inches over a head pier or land pier or walkway or other

boat slip boundary line (such boundary lines being determined by the boat slip dimensions contained in Section 7.2 herein) and shall not in any way impede watercraft, pedestrian or vehicular access to the marina areas.

15.2.4 A unit owner shall not be allowed to place any appendages or attachments to the piers or docks, including, but not limited to, canopies. Any such appendages shall be removed by the Association at unit owner's expense. Subject to prior approval of the Board of Directors, stairs and railings will be permitted.

15.2.5 The use of a dock or pier to make major boat repairs, as determined by the Board of Directors in its discretion, is prohibited.

15.2.6 A unit owner shall be obligated to remove any and all temporary tarps, polyurethane bags or covers, or any other material which in the sole discretion of the Board of Directors is considered to be unsightly. Small flags and burgees on watercraft are permitted.

15.2.7 No signage of any kind shall be displayed on a boat except as otherwise permitted in writing by the Board of Directors.

15.2.8 Unless a unit Owner is also a member of the Abbey Villas Condominium Association, parking is prohibited on the Abbey Villas Condominium property.

15.2.9 The use of carpeting of any type is strictly prohibited on docks and piers.

15.2.10 Use of stand-by or auxiliary generators on boats shall be prohibited in the harbor while a boat is berthed.

15.2.11 No unit owner shall maintain in a boat slip, or attached to a boat within a boat slip, any personal water crafts, or high performance boats, including, but not limited to, wave runners, bombardiers, jet skis, etc.

15.2.12 All ship to shore power cords shall be in good condition, and shall be safely and securely fastened along the pier immediately adjacent to the boat slip, between the watercraft and the utility pedestal box designated for such boat slip. The Association may from time to time specify standards for power cord specifications and their usage.

15.2.13 The marina will be sprayed or treated occasionally for weeds. The Association or its contractor will not be responsible for any damages that may result.

15.2.14 If marina maintenance requires it, the Association reserves the right to move a unit Owner's boat within the marina to facilitate dredging, painting, pier repair, etc.

15.2.15 The use of outdoor cooking grills is strictly prohibited on watercraft, piers, and other areas designated by the Association from time to time.

15.2.16 Pets are prohibited in the Harbor House area.

15.2.17 The landscape plantings of the Association in the common elements shall not be permitted to obstruct the view to Lake Geneva or the marina from The Abbey Resort or Abbey Villa Condominium, without the prior written approval of the owner of The Abbey Resort or the Association of Abbey Villa Condominium.

15.2.18 Boat trailers, campers, mobile home trailers, trucks, vacation vehicles and buses are prohibited in any of the common elements of the Association. The Association reserves the right to remove such vehicles or trailers at the unit owner's expense for any violation of this provision by a unit owner or the guest, invitee, lessee or licensee of the unit owner.

15.2.19 The Association reserves the right to remove vehicles or trailers from designated areas (such as fire lanes, garbage pickup areas, and areas that hinder truck or emergency vehicles) at the unit owner's expense. The Association reserves the right to remove such vehicles or trailers at the unit owner's expense for any violation of this provision by a unit owner or the guest, invitee, lessee or licensee of the unit owner.

15.2.20 Upon a unit owner's lease or license of any unit exceeding thirty (30) days, the unit owner shall notify the Harbor Master or the Association of the lessee or licensee's name, address, telephone number, and any other information required by the Harbor Master. All unit owners must also provide the Harbor Master with emergency telephone numbers for each unit and boat slip.

15.2.21 No unlawful, noxious, or offensive activity or activities shall be conducted in or from any boat slip or upon the common elements, nor shall anything be done therein or thereon which is or may become, in the judgment of the Board of Directors, an annoyance or nuisance to other unit owners.

15.3 **Enforcement by Fontana.** The Village of Fontana, Wisconsin, acting through its Village Board, is hereby given and granted the right, but not the obligation, to uniformly enforce the provisions of Sections 15.2.2, 15.2.3, 15.2.11, 7.2, 7.4, and 11.6 herein, following prior written notice to the Association and affected unit owners. Furthermore, the Sections enumerated in the foregoing sentence, as well as this Section 15.3, may not be modified or amended without the written consent of the Village Board of the Village of Fontana, which shall not be unreasonably withheld or delayed.

16. PARTITION OF COMMON ELEMENTS PROHIBITED.

There shall be no partition of the common elements and facilities and limited common elements through judicial proceedings or otherwise, except as otherwise provided in this Declaration, until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership; provided, however, that if any unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit

a voluntary or judicial partition of said single unit as between such co-owners. No unit may be subdivided or separated.

17. CONVEYANCE TO INCLUDE INTERESTS IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

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

18. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

18.1 Utilities. Easements are hereby declared and granted for the benefit of the unit owners and the Association and reserved for the benefit of the owner from time to time of the adjoining property of The Abbey Resort, for utility purposes, including the right to install, lay, maintain, repair and replace water lines and pipes, sewer lines, gas mains, telephone wires and equipment, master television antenna system or cable wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the common elements and facilities, to service the condominium Property, the adjoining property of The Abbey Resort, or the property described in Section 21 herein.

18.2 Encroachments. In the event that by reason of the construction, reconstruction, settlement, or shifting of any pier, improvements, or building, or the design or construction of any boat slip, any part of the common elements and facilities, or limited common elements, encroaches or shall hereafter encroach upon any part of any boat slip, or any part of any boat slip encroaches or shall hereafter encroach upon any part of the common elements and facilities, or limited common elements, or any portion of any boat slip encroaches upon any part of any other boat slip, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such boat slip, so long as all or any part of the improvements defining such boat slip shall remain standing. Provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owner or owners entitled to use the common elements or facilities, or limited common elements, if such encroachment occurred due to the willful and knowing conduct of said owner or owners, or would reduce the size of a boat slip, or deny an owner the right to the use of his or her boat slip.

18.3 Rights of Ingress and Egress. Each unit owner shall have an unrestricted right of ingress and egress to and from his or her unit and appurtenances that shall be perpetual and pass with the unit upon transfers of ownership.

18.4 Icehouse Easement to The Abbey Resort. Declarant hereby reserves, declares and grants a non-exclusive easement to The Abbey Resort and its successors for the benefit of the properties of The Abbey Resort adjoining the Property, described on Exhibit C, upon, over and across that portion of Parcel A of the Property described as "Ice-House Easement Parcel" on the Condominium Plat, for purposes of pedestrian and vehicular access to the Icehouse, and for purposes of retention, use, maintenance, repair and replacement of the Icehouse. Ownership of the physical structure of the ice-house and all building improvements on the Ice-House Easement Parcel, except the roadway, shall be retained by The Abbey Resort, and the Resort shall be responsible for all maintenance and repair of the building. This easement shall not in any manner be restricted or impeded by the Association or the unit owners so as to frustrate the purposes for which the easement is granted.

18.5 Binding Effect. All easements and rights described in this Section 18 are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all unit owners, purchasers and mortgagees and their heirs, personal representatives, successors and assigns. The Association or the Declarant shall have the authority to execute and record all easements or related documents necessary to carry out the intent of this Section 18, and are given authority to grant such other easements as may be deemed necessary or advisable by the Association from time to time.

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

19.1 Rights of Action. If any unit owner fails to comply with this Declaration or the By-Laws or decisions made by the Association, the Association or any other unit owner may sue such unit owner for damages caused by the failure or for injunctive relief. In addition, the Association shall have the enforcement authority contained in the By-Laws of the Association.

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

20. AMENDMENTS TO DECLARATION.

Except as otherwise provided by the Act with respect to termination of the condominium form of ownership, and except as provided in Sections 7.4, 15.3, and 21 herein, this Declaration may be amended only with the written consent of unit owners with not less than two-thirds (2/3) of the votes in the Association. A unit owner's written consent is not effective unless it is approved by the mortgagee of the unit, if any. Prior to completion of construction and initial sale of all declared condominium units by Declarant, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Walworth County, and a copy of the amendment shall also be mailed or personally delivered to each unit owner at his address on file with the Association.

21. EXPANSION OF THE ABBEY HARBOR CONDOMINIUM.

21.1 Right to Expand. Declarant hereby reserves the right and option unto itself, its successors or assigns, in its sole discretion, within a period of ten (10) years after the date of recording this Declaration in the office of the Register of Deeds for Walworth County, Wisconsin, to expand and add to **THE ABBEY HARBOR CONDOMINIUM**, and include as property subject to this Declaration, not more than a total of ten (10) expansion units and related improvements and appurtenances, including boat slips, to be located in the area shown as Future Phases in the Condominium Plat attached hereto.

In the event of such expansion, Declarant or its successors or assigns shall be entitled to construct on the property described above and to add to **THE ABBEY HARBOR CONDOMINIUM**, and submit to the condominium form of ownership hereunder, such ten (10) additional condominium units, or any lesser number, and such facilities or amenities as Declarant, its successors or assigns, may deem appropriate, all of which, if constructed, shall be of generally comparable design, construction, quality and appearance as the original real property interests and improvements submitted to the condominium form of ownership hereunder. Such units and appurtenances shall be located generally as shown in the Condominium Plat, but final location and configuration of the improvements and units shall be at the sole discretion of the Declarant. **THE ABBEY HARBOR CONDOMINIUM** may ultimately consist of a marina condominium of four hundred seventeen (417) units if the maximum number of units in the Future Phases are added to the condominium. All units, unit owners and occupants, and the common and limited common elements and facilities of the Future Phases, if and when the Future Phases are added, shall be in all respects subject to the provisions, restrictions, covenants, terms and conditions of the Act, this Declaration, and the Articles and By-Laws of the Association, and such amendments, restrictions, rules and regulations as may be promulgated thereunder.

21.2 Adjustment to Percentage Ownership in Common Elements. Upon the effective date of any such expansion, or any one in a series of expansions, the percentage of the aggregate undivided interest in the common elements and facilities and limited

common elements relating to each unit and its owners, shall be adjusted and reallocated between all unit owners for all purposes, including ownership, common surplus, and the proportionate share of common expenses to be paid by each unit, as set forth in Section 8 herein. Such percentages shall pertain to the prior condominium Property as well as the Property then added to **THE ABBEY HARBOR CONDOMINIUM**. Each unit, including units in any expansion, shall be entitled to one (1) vote in the Association per unit.

21.3 Amendments to Declaration. Any such expansion, or series of expansions, shall be accomplished by Declarant in each case through the filing and recording in the office of the Register of Deeds for Walworth County, Wisconsin, of (i) an Amendment to this Declaration which shall set forth among other things the legal description of the properties being added to the condominium, and the new percentage interests and voting rights of the unit owners, and (ii) an Amendment to the Condominium Plat which shall include details and information concerning the expansion Property as required in the original Condominium Plat, and which Amendments shall otherwise be in compliance with requirements of the Act. Such Amendments shall be effective as of the date of recording. Such Amendment or Amendments need not be signed by any person or entity other than the Declarant herein, or its successors or assigns. Except as may be required by applicable law and ordinances, there shall be no limitation on the order in which portions of the Future Phases Property may be added to the condominium, or the determination of the boundaries of such future phases and expansion parcels.

21.4 Existing Mortgages. Upon the effective date of any expansion, the interest of any mortgagee of a unit shall attach to the new percentage interest in the common elements appurtenant to the mortgaged unit.

21.5 Failure to Expand. No portion or portions of the Future Phases Property shall be subject to any of the provisions of the condominium instruments unless and until an Amendment to the Declaration is recorded by Declarant adding such portion or portions to the condominium. Nothing contained in this Section 21 shall be deemed to place any obligation on the Declarant, its successors or assigns, with respect to accomplishment of any addition of the Future Phases Property to the condominium, or expansion of **THE ABBEY HARBOR CONDOMINIUM**, nor shall anything contained herein be deemed to grant or create a right in unit owners under this Declaration with respect to such addition or expansion.

21.6 Easements. Declarant expressly declares and reserves access and development easements across the lands and real property interests subject to this Declaration from time to time for the benefit of, and as necessary in connection with, the development and use of the Future Phases owned by the Declarant, its successors and assigns. Included in this reservation are easements for purposes of access and rights-of-ways across Phase I and any expansions thereto for the benefit and construction of Future Phases by Declarant, and as may be necessary in connection with development, construction, sale and use of Future Phases, including but not limited to the right to dredge any portions of the Future Phases property, as well as the right to construct and maintain a sea wall, piers and other improvements to accommodate additional boat slips within the Future Phases,

which easements shall be effective whether or not the said Future Phases or any part thereof is ultimately annexed to **THE ABBEY HARBOR CONDOMINIUM**. Each unit owner, by acceptance of any deed to any unit hereunder, shall be deemed to grant to the Declarant, its successors and assigns, an irrevocable Power of Attorney, coupled with an interest, to execute and record all documents and legal instruments necessary to implement the provisions and intent of this paragraph. The easements here reserved shall be continuing covenants running with the land subject hereto, and shall become effective upon the first conveyance of all or any part of the condominium Property described in Section 4 above by Declarant, provided such conveyance is pursuant and subject to the Wisconsin Condominium Ownership Act.

22. NOTICES.

All notices and other documents required to be given by this Declaration or the By-Laws of the Association shall be sufficient if given to one (1) registered owner of a unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the Agent specified for receipt of process herein. All owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.

23. RESIDENT AGENT.

The resident agent for the condominium shall be ABKA Limited Partnership, 271 Fontana Boulevard, Fontana, Wisconsin 53125, or such other person or entity as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Secretary of State of the State of Wisconsin. A designation of a resident agent in replacement of said agent shall be filed by the Association within thirty (30) days after the date Declarant has sold all units in the condominium, or at such earlier time as may be requested by said agent. The Association may designate successors to the resident agent by affirmative vote of the unit owners with a majority of the votes present or represented by proxy at a meeting of the Association at which a quorum is in attendance.

24. NUMBER AND GENDER.

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

25. CAPTIONS.

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

26. SEVERABILITY.

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

IN WITNESS WHEREOF, the said ABKA Limited Partnership, an Illinois limited partnership, Declarant, has caused this document to be executed at Lake Geneva, Wisconsin as of the date first set forth above.

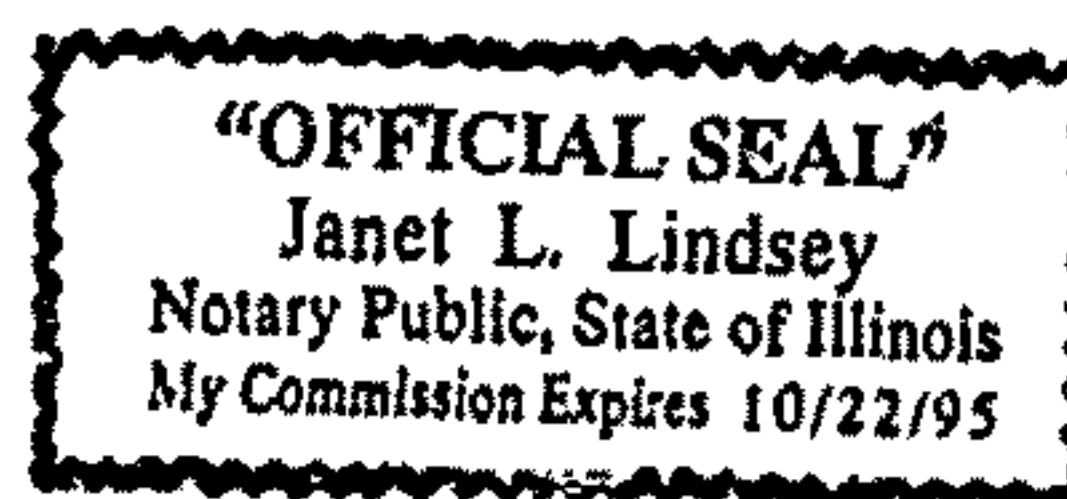
ABKA LIMITED PARTNERSHIP,
an Illinois Limited Partnership

By: [Signature]
Anthony A. Antoniou,
Managing General Partner

STATE OF Illinois)
)SS.
DuPage COUNTY)

On this 22nd day of Feb., 1995, personally appeared before me the above named ANTHONY A. ANTONIOU, Managing General Partner, known to me to be the person whose name is subscribed to the foregoing The Abbey Harbor Condominium Declaration, and he acknowledged that he executed the same for the purposes therein contained.

[Signature]
Printed Name Janet L. Lindsey
Notary Public, DuPage County, IL
My Commission: expires 10/22/95



This instrument was drafted by:
David L. Petersen
Quarles & Brady
411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

EXHIBIT "A"

PARCEL A

PART OF THE WEST 1/2 OF SECTION 14, TOWN 1 NORTH, RANGE 16 EAST, VILLAGE OF FONTANA-ON-GENEVA, WALWORTH COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE WEST 1/4 CORNER OR SAID SECTION 14; THENCE S 86DEG 27MIN 50SEC E 1738.22 FEET TO THE NORTHWEST CORNER OF LOT 1 OF PARTRIDGE COURT SUBDIVISION; THENCE N 7DEG 02MIN W 12.53 FEET; THENCE N 67DEG 09MIN 19 SEC E 59.69 FEET; THENCE N 82DEG 47MIN 39SEC E 120.46 FEET; THENCE N 82DEG 54MIN 08SEC E 107.46 FEET; THENCE N 89DEG 46MIN 37SEC E 167.71 FEET; THENCE N 89DEG 19MIN 49 SEC E 82.05 FEET; THENCE N 79DEG 10MIN 25SEC E 95.97 FEET; THENCE N 23DEG 39MIN 52SEC E 47.26 FEET; THENCE N 36DEG 04MIN 42SEC E 98.79 FEET; THENCE N 58DEG 56MIN 25SEC E 19.75 FEET TO THE WEST BOUNDARY OF LANDS OWNED BY THE VILLAGE AND OCCUPIED BY A PUBLIC STREET KNOWN AS SOUTH SHORE DRIVE; THENCE N 31DEG 00MIN W 55.24 FEET ALONG SAID LANDS TO THE POINT OF BEGINNING; THENCE S 58DEG 56MIN 25SEC W 28.60 FEET; THENCE NORTHWESTERLY 173.89 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 137.38 FEET AND CHORD N 73DEG 53MIN 29SEC W 162.52 FEET; THENCE N 15DEG 20MIN 45SEC W 461.82 FEET; THENCE NORTHWESTERLY 260.41 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.18 FEET AND CHORD N 58DEG 55MIN 38SEC W 228.99 FEET; THENCE S 67DEG 59MIN 53SEC W 137.89 FEET; THENCE N 23DEG 06 MIN 42SEC W 393.65 FEET; THENCE NORTHWESTERLY 116.36 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 69.68 FEET AND CHORD N 66DEG 03MIN 03SEC W 103.64 FEET; THENCE S 66DEG 36MIN 35SEC W 14.49 FEET; THENCE N 22DEG 59MIN 43SEC W 23.27 FEET; THENCE N 45DEG 21MIN 19SEC E 8.39 FEET; THENCE N 12DEG 40MIN 34SEC W 14.97 FEET; THENCE N 4DEG 13MIN 09SEC E 9.65 FEET; THENCE N 22DEG 35MIN 29SEC W 48.76 FEET; THENCE N 1DEG 26MIN 18SEC W 64.53 FEET TO THE SOUTHERLY RIGHT OF WAY OF FONTANA BOULEVARD; THENCE N 88DEG 37MIN 15SEC E 235.32 FEET ALONG SAID BOULEVARD; THENCE S 20DEG 27MIN 30SEC E 498.59 FEET ALONG THE WEST BOUNDARY OF VILLAGE LANDS; THENCE N 68DEG 51MIN E 105.47 FEET ALONG SAID VILLAGE LANDS; THENCE S 31DEG 00MIN E 791.26 FEET ALONG THE WEST BOUNDARY OF LANDS OWNED BY THE VILLAGE AND OCCUPIED BY A PUBLIC STREET KNOWN AS SOUTH SHORE DRIVE TO THE POINT OF BEGINNING, CONTAINING 3.68 ACRES OF LAND MORE OR LESS.

PARCEL B

PART OF THE WEST 1/2 OF SECTION 14, TOWN 1 NORTH, RANGE 16 EAST, VILLAGE OF FONTANA-ON-GENEVA, WALWORTH COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE WEST 1/4 CORNER OF SAID SECTION 14; THENCE S 86DEG 27MIN 50SEC E

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1738.22 FEET TO THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF PARTRIDGE COURT SUBDIVISION; THENCE N 7DEG 02MIN W 12.53 FEET; THENCE N 67DEG 09MIN 19SEC E 59.69 FEET; THENCE N 82DEG 47MIN 39SEC E 120.46 FEET; THENCE N 82DEG 54MIN 08SEC E 107.46 FEET; THENCE N 89DEG 46MIN 37SEC E 167.71 FEET; THENCE N 89DEG 19MIN 49SEC E 82.05 FEET; THENCE N 79DEG 10MIN 25SEC E 95.97 FEET; THENCE NORTHEASTERLY 47.33 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 254.51 FEET AND CHORD N 23DEG 39MIN 52SEC E 47.26 FEET; THENCE N 36DEG 04MIN 42SEC E 98.79 FEET; THENCE N 58DEG 56MIN 25SEC E 19.75 FEET TO THE WEST BOUNDARY OF LANDS OWNED BY THE VILLAGE AND OCCUPIED BY A PUBLIC STREET KNOWN AS SOUTH SHORE DRIVE; THENCE S 31DEG 00MIN E 115.87 FEET ALONG SAID VILLAGE LANDS; THENCE S 72DEG 08MIN W 2.20 FEET ALONG THE BOUNDARY OF LANDS DESCRIBED IN DOCUMENT #166417; THENCE S 59DEG 00MIN W 133.64 FEET ALONG SAID BOUNDARY TO AN IRON PIPE STAKE; THENCE S 50DEG 15MIN 15SEC W 41.90 FEET ALONG SAID BOUNDARY; THENCE S 78DEG 54MIN 35SEC W 35.32 FEET ALONG SAID BOUNDARY; THENCE S 82DEG 03MIN 55SEC W 26.02 FEET ALONG SAID BOUNDARY; THENCE S 12DEG 09MIN 20SEC W 20.79 FEET ALONG SAID BOUNDARY; THENCE S 35DEG 45MIN E 23.80 FEET ALONG SAID BOUNDARY; THENCE S 64DEG 38MIN W 101.57 FEET ALONG SAID BOUNDARY TO AN IRON PIPE STAKE IN THE EAST LINE OF LOT 4 OF PARTRIDGE COURT SUBDIVISION; THENCE N 7DEG 53MIN 30SEC E 122.81 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE S 84DEG 23MIN W 505.10 FEET ALONG THE NORTH BOUNDARY OF SAID SUBDIVISION TO THE POINT OF BEGINNING, CONTAINING 0.94 ACRES OF LAND MORE OR LESS.

PARCEL C

PART OF THE WEST 1/2 OF SECTION 14, TOWN 1 NORTH, RANGE 16 EAST, VILLAGE OF FONTANA-ON-GENEVA, WALWORTH COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE WEST 1/4 CORNER OF SAID SECTION 14; THENCE S 86DEG 27MIN 50SEC E 1738.22 FEET TO THE NORTHWEST CORNER OF LOT 1 OF PARTRIDGE COURT SUBDIVISION; THENCE N 7DEG 02MIN W 12.53 FEET; THENCE N 67DEG 09MIN 19SEC E 59.69 FEET; THENCE N 82DEG 47MIN 39SEC E 120.46 FEET; THENCE N 82DEG 54MIN 08SEC E 107.46 FEET; THENCE N 89DEG 46MIN 37SEC E 167.71 FEET; THENCE N 89DEG 19MIN 49SEC E 82.05 FEET; THENCE N 79DEG 10MIN 25SEC E 95.97 FEET; THENCE N 23DEG 39MIN 52SEC E 47.26 FEET; THENCE N 36DEG 04MIN 42SEC E 98.79 FEET; THENCE N 58DEG 56MIN 25SEC E 19.75 FEET TO THE WEST BOUNDARY OF LANDS OWNED BY THE VILLAGE AND OCCUPIED BY A PUBLIC STREET KNOWN AS SOUTH SHORE DRIVE; THENCE N 31DEG 00MIN W 846.50 FEET ALONG SAID LANDS; THENCE S 68DEG 51MIN W 105.47 FEET ALONG SAID LANDS; THENCE N 20DEG 27MIN 30SEC W 498.59 FEET ALONG SAID LANDS; THENCE S 88DEG 37MIN 15SEC W 235.32 FEET ALONG THE SOUTH RIGHT OF WAY OF FONTANA BOULEVARD; THENCE S 1DEG 26MIN 18SEC E 64.53 FEET; THENCE S 22DEG 35MIN 29SEC E 48.76 FEET; THENCE S 4DEG 13MIN 09SEC W 9.65 FEET; THENCE S 12DEG 40MIN 34SEC E 14.97 FEET; THENCE S 45DEG 21MIN 19SEC W 8.39 FEET; THENCE S 22DEG

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59MIN 43SEC E 23.27 FEET; THENCE S 66DEG 36MIN 35SEC W 84.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 66DEG 36MIN 35SEC W 25.00 FEET; THENCE N 23DEG 31MIN 53SEC W 90.18 FEET; THENCE N 66DEG 16MIN 47SEC E 25.00 FEET; THENCE S 23DEG 31MIN 53SEC E 90.32 FEET TO THE POINT OF BEGINNING, CONTAINING 0.05 ACRES MORE OR LESS.

PARCEL D

PART OF THE WEST 1/2 OF SECTION 14, TOWN 1 NORTH, RANGE 16 EAST, VILLAGE OF FONTANA-ON-GENEVA, WALWORTH COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE WEST 1/4 CORNER OF SAID SECTION 14; THENCE S 86DEG 27MIN 50SEC E 1738.22 FEET TO THE NORTHWEST CORNER OF LOT 1 OF PARTRIDGE COURT SUBDIVISION; THENCE N 7DEG 02MIN W 12.53 FEET TO THE POINT OF BEGINNING, THENCE S 67DEG 09MIN 19SEC W 30.39 FEET; THENCE N 22DEG 08MIN 06SEC W 60.13 FEET; THENCE NORTHEASTERLY 99.10 FEET ALONG THE BOUNDARY OF ABBEY VILLA CONDOMINIUM BEING THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 110 FEET AND CHORD N 36DEG 34MIN 24SEC E 95.78 FEET; THENCE NORTHERLY 21.54 FEET ALONG SAID CONDOMINIUM BOUNDARY BEING THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 37 FEET AND CHORD N 5DEG 55MIN W 21.24 FEET; THENCE N 22DEG 36MIN W 38.89 FEET ALONG SAID CONDOMINIUM; THENCE N 31DEG 07MIN W 40.03 FEET ALONG SAID CONDOMINIUM; THENCE N 33DEG 19MIN W 41.55 FEET ALONG SAID CONDOMINIUM; THENCE N 30DEG 49MIN W 72.75 FEET ALONG SAID CONDOMINIUM; THENCE N 22DEG 45MIN W 80.79 FEET ALONG SAID CONDOMINIUM; THENCE N 7DEG 55MIN W 109.88 FEET ALONG SAID CONDOMINIUM; THENCE N 20DEG 58MIN W 34.08 FEET ALONG SAID CONDOMINIUM; THENCE N 31DEG 38MIN W 66.03 FEET ALONG SAID CONDOMINIUM; THENCE N 57DEG 32MIN W 72.60 FEET ALONG SAID CONDOMINIUM; THENCE N 69DEG 04MIN W 65.53 FEET TO THE MOST NORTHTHERLY CORNER OF PARCEL 1 OF SAID ABBEY VILLA CONDOMINIUM; THENCE N 69DEG 36MIN 09SEC W 52.19 FEET; THENCE N 23DEG 02MIN 09SEC W 48.68 FEET; THENCE N 13DEG 25MIN 47SEC W 115.77 FEET; THENCE NORTHEASTERLY 73.84 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 57 FEET AND CHORD N 23DEG 41MIN 02SEC E 68.79 FEET; THENCE NORTHEASTERLY 20.88 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 29 FEET AND CHORD N 40DEG 09MIN 59SEC E 20.44 FEET; THENCE NORTHWESTERLY 155.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 139.17 FEET AND CHORD N 55DEG 39MIN 46SEC W 147.67 FEET; THENCE N 23DEG 37MIN 14 SEC W 82.58 FEET; THENCE N 66DEG 54MIN 16SEC E 205.62 FEET; THENCE S 23DEG 23MIN E 64.02 FEET; THENCE N 66DEG 37MIN E 33.00 FEET; THENCE N 23DEG 23MIN W 64.00 FEET; THENCE N 66DEG 36MIN 35SEC E 121.46 FEET; THENCE SOUTHEASTERLY 116.86 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 69.68 FEET AND CHORD S 66DEG 03MIN 03SEC E 103.64 FEET; THENCE S 23DEG 06MIN 42 SEC E 393.65 FEET; THENCE N 67DEG 59MIN 53SEC E 137.89 FEET; THENCE SOUTHEASTERLY 260.41 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 150.18 FEET AND CHORD S 58DEG 55MIN

QBWPB1\59636.

38SEC E 228.99 FEET; THENCE S 15DEG 20MIN 45SEC E 461.82 FEET; THENCE SOUTHEASTERLY 173.90 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 137.38 FEET AND CHORD S 73DEG 53MIN 29SEC E 162.52 FEET; THENCE N 58DEG 56MIN 25SEC E 28.60 FEET TO THE WEST BOUNDARY OF LANDS OWNED BY THE VILLAGE AND OCCUPIED BY A PUBLIC STREET KNOWN A SOUTH SHORE DRIVE; THENCE S 31DEG 00MIN E 55.24 FEET ALONG SAID VILLAGE LANDS; THENCE S 58DEG 56MIN 25SEC W 19.75 FEET; THENCE S 36DEG 04MIN 42SEC W 98.79 FEET; THENCE SOUTHWESTERLY 47.33 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 254.51 FEET AND CHORD S 23DEG 39MIN 52SEC W 47.26 FEET; THENCE S 79DEG 10MIN 25SEC W 95.97 FEET; THENCE S 89DEG 19MIN 49SEC W 92.05 FEET; THENCE S 89DEG 46MIN 37SEC W 167.71 FEET; THENCE S 82DEG 54MIN 08SEC W 107.46 FEET; THENCE S 82DEG 47MIN 39SEC W 120.46 FEET; THENCE S 67DEG 09MIN 19SEC W 59.69 FEET TO THE POINT OF BEGINNING CONTAINING 15.14 ACRES MORE OR LESS.

TOGETHER WITH AND EXCEPTING THEREFROM:

1. That certain twenty-five (25) foot ingress and egress easement from the public way to Parcel B, found in volume 436, page 779 of Walworth County documents, Document 166417.
2. Those non-exclusive easement rights granted and reserved pursuant to that certain Declaration and Grant of Easements dated February 22nd, 1995 and recorded with the Walworth County Register of Deeds as Document No. 301768 ("Grant of Easement") granting certain non-exclusive easement rights including cross-parking easements, access to the Property from Fontana Blvd., cross utility easements, and other easements, rights and obligations as found therein.

The above property is also described as Phase I of the condominium.

THE ABBEY HARBOR CONDOMINIUM

EXHIBIT B

UNIT NO.	CLASS	POINTS	UNIT %	UNIT NO.	CLASS	POINTS	UNIT %
101	C	255	0.140%	301	C	255	0.140%
102	C	255	0.140%	302	C	255	0.140%
103	C	255	0.140%	303	C	255	0.140%
104	C	255	0.140%	304	A/B	340	0.186%
105	C	255	0.140%	305	A/B	340	0.186%
106	C	255	0.140%	306	A/B	340	0.186%
107	C	255	0.140%	307	A/B	340	0.186%
108	C	255	0.140%	308	A/B	340	0.186%
109	C	255	0.140%	309	A/B	340	0.186%
110	C	255	0.140%	310	AA	615	0.337%
111	C	255	0.140%	311	AA	615	0.337%
112	AA	615	0.337%	312	AA	615	0.337%
113	C	255	0.140%	313	A/B	340	0.186%
114	C	255	0.140%	314	A/B	340	0.186%
115	C	255	0.140%	315	A/B	340	0.186%
116	C	255	0.140%	316	A/B	340	0.186%
117	C	255	0.140%	317	A/B	340	0.186%
118	C	255	0.140%	318	A/B	340	0.186%
119	C	255	0.140%	319	C	255	0.140%
120	C	255	0.140%	320	C	255	0.140%
121	C	255	0.140%	321	C	255	0.140%
122	C	255	0.140%				
123	C	255	0.140%				
201	C	255	0.140%	401	C	255	0.140%
202	C	255	0.140%	402	C	255	0.140%
203	C	255	0.140%	403	C	255	0.140%
204	A/B	340	0.186%	404	A/B	340	0.186%
205	A/B	340	0.186%	405	A/B	340	0.186%
206	A/B	340	0.186%	406	A/B	340	0.186%
207	A/B	340	0.186%	407	A/B	340	0.186%
208	A/B	340	0.186%	408	A/B	340	0.186%
209	A/B	340	0.186%	409	A/B	340	0.186%
210	AA	615	0.337%	410	AA	615	0.337%
211	AA	615	0.337%	411	AA	615	0.337%
212	AA	615	0.337%	412	AA	615	0.337%
213	A/B	340	0.186%	413	A/B	340	0.186%
214	A/B	340	0.186%	414	A/B	340	0.186%
215	A/B	340	0.186%	415	A/B	340	0.186%
216	A/B	340	0.186%	416	A/B	340	0.186%
217	A/B	340	0.186%	417	A/B	340	0.186%
218	A/B	340	0.186%	418	A/B	340	0.186%
219	C	255	0.140%	419	C	255	0.140%
220	C	255	0.140%	420	C	255	0.140%
221	C	255	0.140%	421	C	255	0.140%

UNIT NO.	CLASS	POINTS	UNIT %	UNIT NO.	CLASS	POINTS	UNIT %
501	C	255	0.140%	601	C	255	0.140%
502	C	255	0.140%	602	C	255	0.140%
503	C	255	0.140%	603	C	255	0.140%
504	A/B	340	0.186%	604	A/B	340	0.186%
505	A/B	340	0.186%	605	A/B	340	0.186%
506	A/B	340	0.186%	606	A/B	340	0.186%
507	A/B	340	0.186%	607	A/B	340	0.186%
508	A/B	340	0.186%	608	AA	615	0.337%
509	AA	615	0.337%	609	AA	615	0.337%
510	AA	615	0.337%	610	AA	615	0.337%
511	AA	615	0.337%	611	A/B	340	0.186%
512	A/B	340	0.186%	612	A/B	340	0.186%
513	A/B	340	0.186%	613	A/B	340	0.186%
514	A/B	340	0.186%	614	A/B	340	0.186%
515	A/B	340	0.186%	615	C	255	0.140%
516	A/B	340	0.186%	616	C	255	0.140%
517	C	255	0.140%	617	C	255	0.140%
518	C	255	0.140%	618	C	255	0.140%
519	C	255	0.140%	619	C	255	0.140%
520	C	255	0.140%	620	C	255	0.140%
521	C	255	0.140%	621	C	255	0.140%
522	C	255	0.140%	622	C	255	0.140%
523	C	255	0.140%	623	C	255	0.140%
524	C	255	0.140%	624	C	255	0.140%
525	C	255	0.140%	625	C	255	0.140%
526	C	255	0.140%	626	AA	615	0.337%
527	C	255	0.140%	627	AA	615	0.337%
528	C	255	0.140%	628	AA	615	0.337%
529	C	255	0.140%	629	C	255	0.140%
530	A/B	340	0.186%	630	C	255	0.140%
531	AA	615	0.337%	631	C	255	0.140%
532	AA	615	0.337%	632	C	255	0.140%
533	AA	615	0.337%	633	C	255	0.140%
534	AA	615	0.337%	634	C	255	0.140%
535	AA	615	0.337%	635	C	255	0.140%
536	AA	615	0.337%	636	C	255	0.140%
537	AA	615	0.337%				
538	AA	615	0.337%	701	C	255	0.140%
539	AA	615	0.337%	702	C	255	0.140%
540	AA	615	0.337%	703	C	255	0.140%
541	AA	615	0.337%	704	A/B	340	0.186%
542	AA	615	0.337%	705	A/B	340	0.186%
543	AA	615	0.337%	706	A/B	340	0.186%
544	AA	615	0.337%	707	A/B	340	0.186%
545	AA	615	0.337%	708	AA	615	0.337%
546	AA	615	0.337%	709	AA	615	0.337%
547	AA	615	0.337%	710	AA	615	0.337%
548	AA	615	0.337%	711	A/B	340	0.186%
549	AA	615	0.337%	712	A/B	340	0.186%
550	AA	615	0.337%	713	A/B	340	0.186%
551	AA	615	0.337%	714	A/B	340	0.186%
552	AA	615	0.337%	715	C	255	0.140%
553	AA	615	0.337%	716	C	255	0.140%
554	AA	615	0.337%	717	C	255	0.140%
555	AA	615	0.337%	718	C	255	0.140%
556	AA	615	0.337%	719	C	255	0.140%
557	AA	615	0.337%	720	C	255	0.140%
558	AA	615	0.337%	721	C	255	0.140%
559	AA	615	0.337%	722	C	255	0.140%

UNIT NO.	CLASS	POINTS	UNIT %
723	C	255	0.140%
724	C	255	0.140%
725	C	255	0.140%
726	AA	615	0.337%
727	AA	615	0.337%
728	AA	615	0.337%
729	C	255	0.140%
730	C	255	0.140%
731	C	255	0.140%
732	C	255	0.140%
733	C	255	0.140%
734	C	255	0.140%
735	C	255	0.140%
736	C	255	0.140%
801	C	255	0.140%
802	C	255	0.140%
803	C	255	0.140%
804	AB	340	0.186%
805	AB	340	0.186%
806	AB	340	0.186%
807	AB	340	0.186%
808	AA	615	0.337%
809	AA	615	0.337%
810	AA	615	0.337%
811	AA	615	0.337%
812	AA	615	0.337%
813	AA	615	0.337%
814	AA	615	0.337%
815	AA	615	0.337%
816	AA	615	0.337%
817	AA	615	0.337%
818	AA	615	0.337%
819	AA	615	0.337%
820	AA	615	0.337%
821	AA	615	0.337%
822	AA	615	0.337%
823	AA	615	0.337%
824	AA	615	0.337%
825	AA	615	0.337%
826	AA	615	0.337%
827	AA	615	0.337%
828	C	255	0.140%
829	C	255	0.140%
830	C	255	0.140%
831	C	255	0.140%
832	C	255	0.140%
833	C	255	0.140%
834	C	255	0.140%
835	C	255	0.140%

UNIT NO.	CLASS	POINTS	UNIT %
901	AA	615	0.337%
902	AA	615	0.337%
903	AA	615	0.337%
904	AA	615	0.337%
905	AA	615	0.337%
906	AA	615	0.337%
907	AA	615	0.337%
908	AA	615	0.337%
909	AA	615	0.337%
910	AA	615	0.337%
911	AA	615	0.337%
912	AA	615	0.337%
913	AA	615	0.337%
914	AA	615	0.337%
915	AA	615	0.337%
916	AA	615	0.337%
917	AA	615	0.337%
918	AA	615	0.337%
919	AA	615	0.337%
920	AA	615	0.337%
921	AA	615	0.337%
922	AA	615	0.337%
923	AA	615	0.337%
924	AA	615	0.337%
925	AA	615	0.337%
926	AA	615	0.337%
927	AA	615	0.337%
928	AA	615	0.337%
929	AA	615	0.337%
930	AA	615	0.337%
931	AA	615	0.337%
932	AA	615	0.337%
933	AA	615	0.337%
934	AA	615	0.337%
935	AA	615	0.337%
936	AA	615	0.337%
937	AA	615	0.337%
938	AA	615	0.337%
939	AA	615	0.337%
940	AA	615	0.337%
941	AA	615	0.337%
942	AA	615	0.337%

UNIT NO.	CLASS	POINTS	UNIT %	UNIT NO.	CLASS	POINTS	UNIT %
1001	C	255	0.140%	1124	AA	615	0.337%
1002	C	255	0.140%	1125	AA	615	0.337%
1003	C	255	0.140%	1126	AA	615	0.337%
1004	C	255	0.140%	1127	AA	615	0.337%
1005	C	255	0.140%	1128	AA	615	0.337%
1006	C	255	0.140%	1129	AA	615	0.337%
1007	AA	615	0.337%	1130	AA	615	0.337%
1008	AA	615	0.337%	1131	AA	615	0.337%
1009	AA	615	0.337%	1132	AA	615	0.337%
1010	AA	615	0.337%	1133	AA	615	0.337%
1011	AA	615	0.337%	1134	AA	615	0.337%
1012	AA	615	0.337%	1135	AA	615	0.337%
1013	AA	615	0.337%	1136	AA	615	0.337%
1014	AA	615	0.337%	1137	AA	615	0.337%
1015	AA	615	0.337%	1138	AA	615	0.337%
1016	AA	615	0.337%	1139	AA	615	0.337%
1017	AA	615	0.337%	1140	AA	615	0.337%
1018	AA	615	0.337%	1141	AA	615	0.337%
1019	AA	615	0.337%	1142	AA	615	0.337%
1020	AA	615	0.337%	1143	AA	615	0.337%
1021	AA	615	0.337%	1144	AA	615	0.337%
1022	AA	615	0.337%	1145	AA	615	0.337%
1023	AA	615	0.337%	1146	AA	615	0.337%
1024	AA	615	0.337%	1147	AA	615	0.337%
1025	AA	615	0.337%	1148	AA	615	0.337%
1026	AA	615	0.337%	1149	AA	615	0.337%
1027	AA	615	0.337%	1150	AA	615	0.337%
1028	AA	615	0.337%	1151	AA	615	0.337%
1029	AA	615	0.337%	1152	AA	615	0.337%
1030	AA	615	0.337%	1153	AA	615	0.337%
1031	AA	615	0.337%	1154	AA	615	0.337%
1032	AA	615	0.337%	1155	AA	615	0.337%
1033	AA	615	0.337%	1156	AA	615	0.337%
1034	AA	615	0.337%	1157	AA	615	0.337%
1035	AA	615	0.337%	1158	AA	615	0.337%
1036	AA	615	0.337%	1159	AA	615	0.337%
1100	AA	615	0.337%	1160	AA	615	0.337%
1101	AA	615	0.337%	1161	AA	615	0.337%
1102	AA	615	0.337%	1162	AA	615	0.337%
1103	AA	615	0.337%	1163	AA	615	0.337%
1104	AA	615	0.337%	1164	AA	615	0.337%
1105	AA	615	0.337%	1165	AA	615	0.337%
1106	AA	615	0.337%				
1107	AA	615	0.337%				
1108	AA	615	0.337%				
1109	AA	615	0.337%				
1110	AA	615	0.337%				
1111	AA	615	0.337%				
1112	AA	615	0.337%				
1113	AA	615	0.337%				

UNIT NO.	CLASS	POINTS	UNIT %
1201	C	255	0.140%
1202	DELETED		
1203	C	255	0.140%
1204	AA	815	0.337%
1205	C	255	0.140%
1206	C	255	0.140%
1207	C	255	0.140%
1208	C	255	0.140%
1209	C	255	0.140%
1210	C	255	0.140%
1211	C	255	0.140%
1212	C	255	0.140%
1213	DELETED		
1214	DELETED		
1215	C	255	0.140%
1216	C	255	0.140%
1217	C	255	0.140%
1218	C	255	0.140%
1219	C	255	0.140%
1220	C	255	0.140%
1221	C	255	0.140%
1222	C	255	0.140%
1223	C	255	0.140%
1224	C	255	0.140%

EXHIBIT C
RESORT PARCEL
SHEET 1 OF 2

PART OF THE WEST 1/2 OF SECTION 14, TOWN 1 NORTH, RANGE 16
EAST, VILLAGE OF FONTANA-ON-GENEVA, WALWORTH COUNTY,
WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT FOUND MARKING THE WEST 1/4
CORNER OF SAID SECTION 14; THENCE N 0DEG 21MIN 40SEC W
24.75 FEET; THENCE N 89DEG 38MIN 20SEC E 155.00 FEET TO THE
POINT OF BEGINNING; THENCE N 0DEG 21MIN 40SEC W 1230.85
FEET ALONG THE EAST RIGHT OF WAY OF A PUBLIC HIGHWAY; THENCE
S 89DEG 50MIN 20SEC E 1142.63 FEET ALONG THE SOUTH RIGHT OF
WAY OF FONTANA BOULEVARD; THENCE N 88DEG 37MIN 15SEC E
218.53 FEET ALONG SAID BOULEVARD; THENCE S 1DEG 26MIN 18SEC
E 64.53 FEET; THENCE S 22DEG 35MIN 29SEC E 48.76 FEET;
THENCE S 4DEG 13MIN 09SEC W 9.65 FEET; THENCE S 12DEG 40MIN
34SEC E 14.97 FEET; THENCE S 45DEG 21MIN 19SEC W 8.39
FEET; THENCE S 22DEG 59MIN 43SEC E 23.27 FEET
TO A POINT HEREINAFTER DESIGNATED "POINT A";
THENCE S 66DEG 36MIN 35SEC W 106.97 FEET; THENCE S 23DEG
23MIN E 64.00 FEET; THENCE S 66DEG 37MIN W 33.00 FEET;
THENCE N 23DEG 23MIN W 64.02 FEET; THENCE S 66DEG 54MIN
16SEC W 205.62 FEET; THENCE S 23DEG 37MIN 14SEC E 82.58
FEET; THENCE SOUTHEASTERLY 155.66 FEET ALONG THE ARC OF A
CURVE TO THE LEFT HAVING A RADIUS OF 139.17 FEET AND CHORD S
55DEG 39MIN 46SEC E 147.67 FEET; THENCE SOUTHWESTERLY 20.88
FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS
OF 29 FEET AND CHORD S 40DEG 09MIN 59SEC W 20.44 FEET;
THENCE SOUTHWESTERLY 73.84 FEET ALONG THE ARC OF A CURVE TO
THE LEFT HAVING A RADIUS OF 57 FEET AND CHORD S 23DEG 41MIN
02SEC W 68.79 FEET; THENCE S 13DEG 25MIN 47SEC E 115.77
FEET; THENCE S 23DEG 02MIN 09SEC E 48.68 FEET; THENCE S
69DEG 36MIN 09SEC E 52.19 FEET TO THE CORNER OF ABBEY VILLA
CONDOMINIUM; THENCE ALONG SAID CONDOMINIUM THE FOLLOWING
COURSES:

S 24DEG 13MIN W 128.72 FEET; THENCE N 89DEG 20MIN W 63.03
FEET; THENCE S 4DEG 30MIN W 68.48 FEET; THENCE S 67DEG 17MIN
W 253.28 FEET; THENCE S 58DEG 14MIN W 114.30 FEET; THENCE S
48DEG 40MIN E 107.62 FEET; THENCE S 15DEG 21MIN E 95.02
FEET; THENCE SOUTH 32.00 FEET; THENCE S 10DEG 42MIN E 85.85
FEET; THENCE S 22DEG E 36.00 FEET; THENCE SOUTHEASTERLY
ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 36
FEET AND CHORD S 78DEG 56MIN E 58.66 FEET; THENCE
NORTHEASTERLY 308.26 FEET ALONG THE ARC OF A CURVE TO THE
RIGHT HAVING A RADIUS OF 323 FEET AND CHORD N 71DEG 28MIN E
296.70 FEET; THENCE S 75DEG 16MIN E 99.94 FEET; THENCE
EASTERLY 129.45 FEET ALONG THE ARC OF A CURVE TO THE LEFT
HAVING A RADIUS OF 500 FEET AND CHORD S 87DEG 35MIN 30SEC E
129.12 FEET; THENCE NORTHEASTERLY 10.39 FEET ALONG THE ARC

EXHIBIT C
RESORT PARCEL
SHEET 2 OF 2

OF A CURVE TO THE LEFT HAVING A RADIUS OF 110 FEET AND CHORD
N 64DEG 55MIN 53SEC E 10.38 FEET;

THENCE LEAVING SAID CONDOMINIUM S 22DEG 08MIN 06SEC E 59.68
FEET; THENCE N 67DEG 09MIN 19SEC E 30.39 FEET; THENCE S 7DEG
02MIN E 12.53 FEET TO THE NORTHWEST CORNER OF LOT 1 OF
PARTRIDGE COURT SUBDIVISION; THENCE CONTINUE S 7DEG 02MIN E
232.00 FEET ALONG SAID SUBDIVISION TO THE NORTHWEST CORNER
OF LOT 11 OF COUNTRY CLUB ESTATES UNIT 1 SUBDIVISION; THENCE
CONTINUE S 7DEG 02MIN E 140.00 FEET TO THE SOUTHWEST CORNER
OF SAID LOT 11; THENCE S 7DEG 07MIN E 118.85 FEET TO A POINT
IN THE WEST LINE OF LOT 14 OF SAID SUBDIVISION; THENCE S
62DEG 40MIN W 259.47 FEET; THENCE S 32DEG 41MIN E 87.51 FEET
TO THE MOST NORTHERLY CORNER OF LANDS DESCRIBED IN DOCUMENT
#661499; THENCE S 43DEG 49MIN 30SEC W 174.55 FEET; THENCE S
49DEG 17MIN E 182.90 FEET TO THE NORTHWESTERLY RIGHT OF WAY
OF SHABONA DRIVE; THENCE S 42DEG 33MIN W 61.00 FEET ALONG
SAID RIGHT OF WAY; THENCE N 49DEG 17MIN W 1189 FEET MORE OR
LESS TO THE MOST SOUTHERLY CORNER OF ABBEY VILLA CONDOMINIUM
PARCEL 5; THENCE ALONG SAID CONDOMINIUM THE FOLLOWING
COURSES:

N 50DEG 39MIN E 441.44 FEET; THENCE N 19DEG 35MIN 10SEC W
135.27 FEET; THENCE N 49DEG 44MIN 15SEC W 27.23 FEET; THENCE
N 49DEG 39MIN W 58.29 FEET; THENCE N 57DEG 34MIN 30SEC W
66.48 FEET; THENCE N 62DEG 30MIN 50SEC W 70.34 FEET; THENCE
N 59DEG 25MIN 50SEC W 68.76 FEET; THENCE N 61DEG 18MIN 55SEC
W 38.62 FEET; THENCE N 30DEG 14MIN 20SEC W 27.39 FEET;
THENCE N 81DEG 24MIN 35SEC W 40.06 FEET; THENCE N 63DEG
11MIN 30SEC W 68.82 FEET; THENCE N 56DEG 57MIN 45SEC W 65.41
FEET; THENCE N 51DEG 19MIN 40SEC W 46.04 FEET; THENCE S
27DEG 29MIN W 267.00 FEET; THENCE SOUTHERLY 39.21 FEET ALONG
THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 80 FEET
AND CHORD S 13DEG 33MIN W 38.82 FEET; THENCE S 0DEG 21MIN E
106.00 FEET; THENCE S 89DEG 38MIN 20SEC W 35.11 FEET;
THENCE LEAVING SAID CONDOMINIUM S 89DEG 38MIN 20SEC W 180.80
FEET TO THE POINT OF BEGINNING, CONTAINING 43.42 ACRES MORE
OR LESS

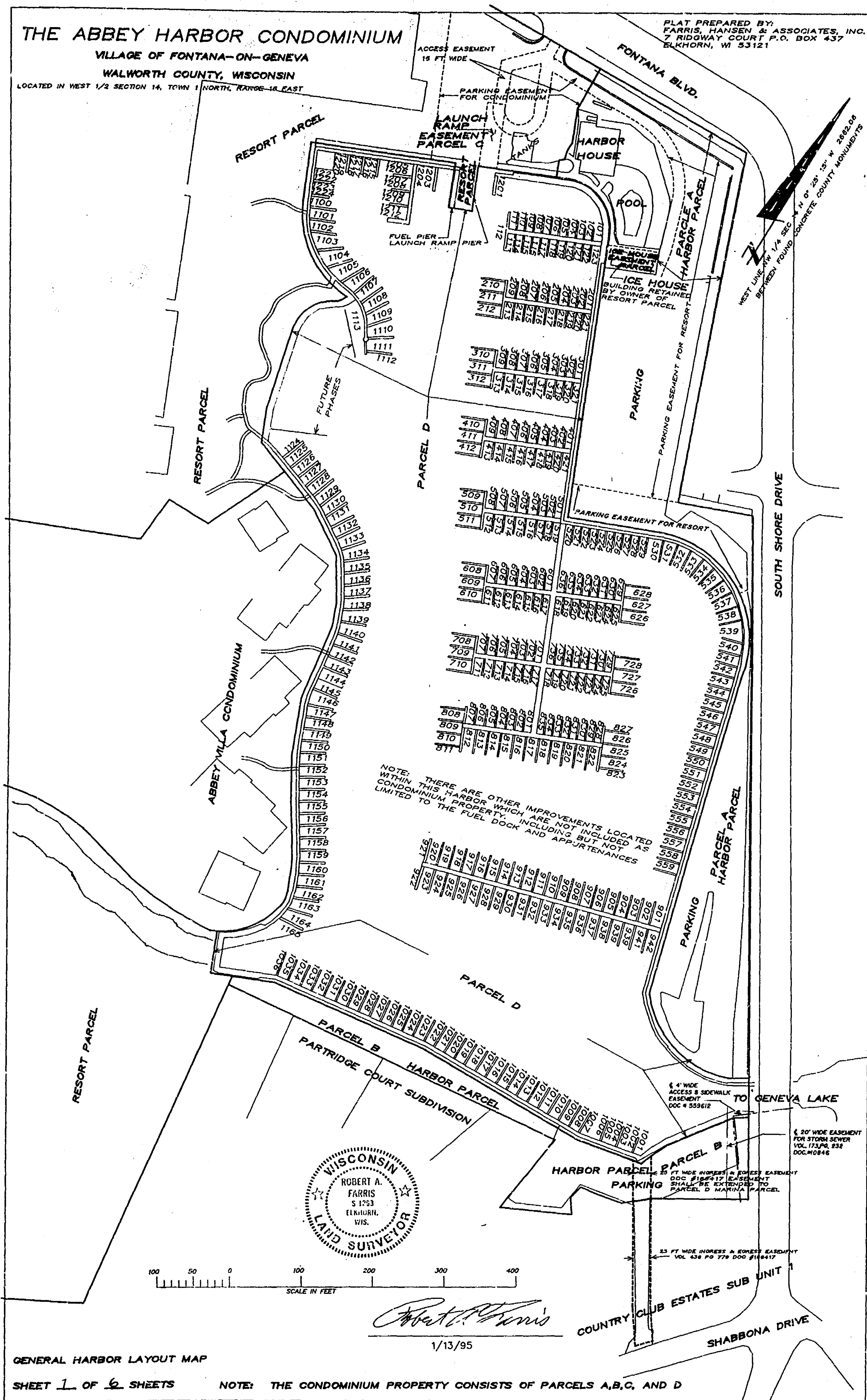
THE ABBEY HARBOR CONDOMINIUM

VILLAGE OF FONTANA-ON-GENEVA

WALWORTH COUNTY, WISCONSIN

LOCATED IN WEST 1/2 SECTION 14, TOWN 1 NORTH, RANGE 16 EAST

PLAT PREPARED BY:
FARRIS, HANSEN & ASSOCIATES, INC.
7 RIDGWAY COURT, P.O. BOX 437
ELKHORN, WI 53121



GENERAL HARBOR LAYOUT MAP

SHEET 1 OF 6 SHEETS

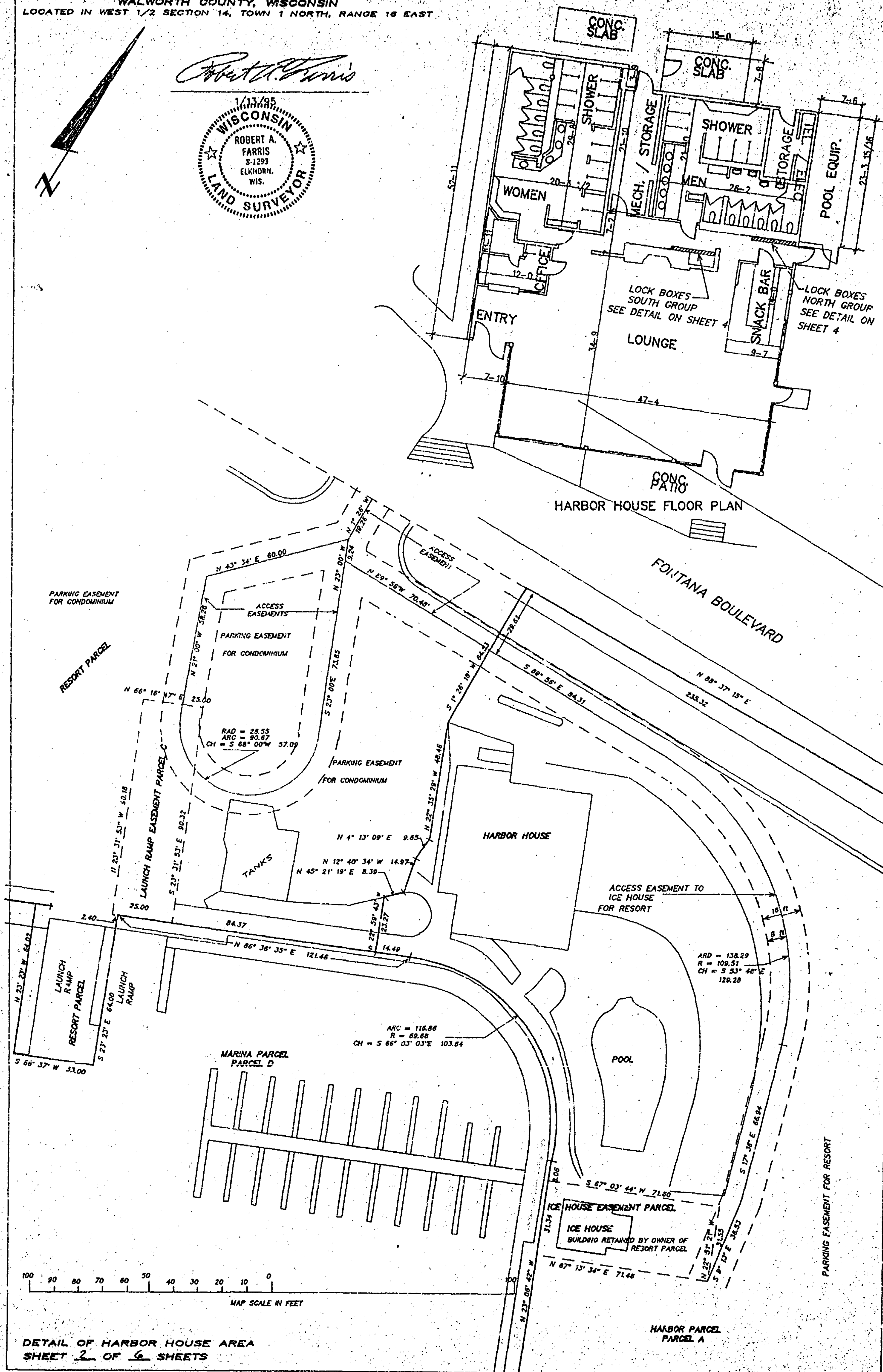
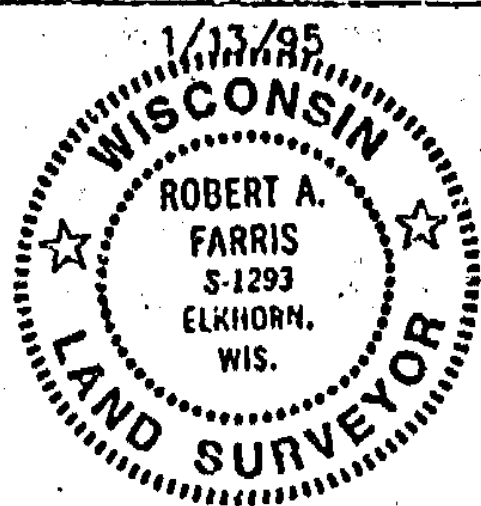
NOTE: THE CONDOMINIUM PROPERTY CONSISTS OF PARCELS A,B,C, AND D

VOL. 633 PAGE 9760

VILLAGE OF FONTANA--ON--GENEVA
WALWORTH COUNTY, WISCONSIN
LOCATED IN WEST 1/2 SECTION 14, TOWN 1 NORTH, RANGE 16 EAST

PLAT PREPARED BY
FARRIS, HANSEN & ASSOCIATES, INC.
7 RIDGEWAY COURT P.O. BOX 437
ELKHORN, WI 53121

Robert T. Davis



THE ABBEY HARBOR CONDOMINIUM

VILLAGE OF FONTANA-ON-GENEVA
WALWORTH COUNTY, WISCONSIN

PLAT PREPARED BY:
FARRIS, HANSEN & ASSOCIATES, INC.
7 RIDGWAY COURT P.O. BOX 437
ELKHORN, WI 53121

PARCEL A

PART OF THE WEST 1/2 OF SECTION 14, TOWN 1 NORTH, RANGE 16 EAST, VILLAGE OF FONTANA-ON-GENEVA, WALWORTH COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE WEST 1/4 CORNER OF SAID SECTION 14; THENCE S 86DEG 27MIN 50SEC E 1738.22 FEET TO THE NORTHWEST CORNER OF LOT 1 OF PARTRIDGE COURT SUBDIVISION; THENCE N 7DEG 02MIN W 12.53 FEET; THENCE N 67DEG 09MIN 19 SEC E 59.69 FEET; THENCE N 82DEG 47MIN 39SEC E 120.46 FEET; THENCE N 82DEG 54MIN 08SEC E 107.46 FEET; THENCE N 89DEG 46MIN 37SEC E 167.71 FEET; THENCE N 89DEG 19MIN 49SEC E 82.05 FEET; THENCE N 79DEG 10MIN 25SEC E 95.97 FEET; THENCE N 23DEG 39MIN 52SEC E 47.26 FEET; THENCE N 36DEG 04MIN 42SEC E 98.79 FEET; THENCE N 58DEG 56MIN 25SEC E 19.75 FEET TO THE WEST BOUNDARY OF LANDS OWNED BY THE VILLAGE AND OCCUPIED BY A PUBLIC STREET KNOWN AS SOUTH SHORE DRIVE; THENCE N 31DEG 00MIN W 55.24 FEET ALONG SAID LANDS TO THE POINT OF BEGINNING; THENCE S 58DEG 56MIN 25SEC W 28.60 FEET; THENCE NORTHWESTERLY 173.99 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 137.38 FEET AND CHORD N 73DEG 53MIN 29SEC W 162.52 FEET; THENCE N 15DEG 20MIN 45SEC W 461.82 FEET; THENCE NORTHWESTERLY 260.41 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.16 FEET AND CHORD N 59DEG 55MIN 38SEC W 228.99 FEET; THENCE S 67DEG 59MIN 53SEC W 137.89 FEET; THENCE N 23DEG 05MIN 42SEC W 393.65 FEET; THENCE NORTHWESTERLY 116.86 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 69.68 FEET AND CHORD N 66DEG 03MIN 03SEC W 103.64 FEET; THENCE S 66DEG 36MIN 35SEC W 14.49 FEET; THENCE N 22DEG 59MIN 43SEC W 23.27 FEET; THENCE N 45DEG 21MIN 19SEC E 8.39 FEET; THENCE N 12DEG 40MIN 34SEC W 14.97 FEET; THENCE N 4DEG 13MIN 09SEC E 9.65 FEET; THENCE N 22DEG 35MIN 29SEC W 48.76 FEET; THENCE N 10DEG 26MIN 18SEC W 64.53 FEET TO THE SOUTHERLY RIGHT OF WAY OF FONTANA BOULEVARD; THENCE N 88DEG 37MIN 15SEC E 235.32 FEET ALONG SAID BOULEVARD; THENCE S 20DEG 27MIN 30SEC E 498.59 FEET ALONG THE WEST BOUNDARY OF VILLAGE LANDS; THENCE N 68DEG 51MIN E 105.47 FEET ALONG SAID VILLAGE LANDS; THENCE S 31DEG 00MIN E 791.26 FEET ALONG THE WEST BOUNDARY OF LANDS OWNED BY THE VILLAGE AND OCCUPIED BY A PUBLIC STREET KNOWN AS SOUTH SHORE DRIVE TO THE POINT OF BEGINNING, CONTAINING 3.68 ACRES OF LAND MORE OR LESS.

PARCEL B

PART OF THE WEST 1/2 OF SECTION 14, TOWN 1 NORTH, RANGE 16 EAST, VILLAGE OF FONTANA-ON-GENEVA, WALWORTH COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE WEST 1/4 CORNER OF SAID SECTION 14; THENCE S 86DEG 27MIN 50SEC E 1738.22 FEET TO THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF PARTRIDGE COURT SUBDIVISION; THENCE N 7DEG 02MIN W 12.53 FEET; THENCE N 67DEG 09MIN 19 SEC E 59.69 FEET; THENCE N 82DEG 47MIN 39SEC E 120.46 FEET; THENCE N 82DEG 54MIN 08SEC E 107.46 FEET; THENCE N 89DEG 46MIN 37SEC E 167.71 FEET; THENCE N 89DEG 19MIN 49SEC E 82.05 FEET; THENCE N 79DEG 10MIN 25SEC E 95.97 FEET; THENCE N 23DEG 39MIN 52SEC E 47.26 FEET; THENCE N 36DEG 04MIN 42SEC E 98.79 FEET; THENCE N 58DEG 56MIN 25SEC E 19.75 FEET TO THE WEST BOUNDARY OF LANDS OWNED BY THE VILLAGE AND OCCUPIED BY A PUBLIC STREET KNOWN AS SOUTH SHORE DRIVE; THENCE S 31DEG 00MIN E 115.87 FEET ALONG SAID VILLAGE LANDS; THENCE S 72DEG 08MIN W 2.20 FEET ALONG THE BOUNDARY OF LANDS DESCRIBED IN DOCUMENT #166417; THENCE S 59DEG 00MIN W 133.64 FEET ALONG SAID BOUNDARY TO AN IRON PIPE STAKE; THENCE S 50DEG 15MIN 15SEC W 41.90 FEET ALONG SAID BOUNDARY; THENCE S 78DEG 54MIN 35SEC W 35.32 FEET ALONG SAID BOUNDARY; THENCE S 82DEG 03MIN 55SEC W 26.02 FEET ALONG SAID BOUNDARY; THENCE S 12DEG 09MIN 20SEC W 20.79 FEET ALONG SAID BOUNDARY; THENCE S 35DEG 45MIN E 23.80 FEET ALONG SAID BOUNDARY; THENCE S 64DEG 38MIN W 101.57 FEET ALONG SAID BOUNDARY TO AN IRON PIPE STAKE IN THE EAST LINE OF LOT 4 OF PARTRIDGE COURT SUBDIVISION; THENCE N 7DEG 53MIN 30SEC E 122.81 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE S 84DEG 23MIN W 505.10 FEET ALONG THE NORTH BOUNDARY OF SAID SUBDIVISION TO THE POINT OF BEGINNING, CONTAINING 0.94 ACRES OF LAND MORE OR LESS.

PARCEL C

PART OF THE WEST 1/2 OF SECTION 14, TOWN 1 NORTH, RANGE 16 EAST, VILLAGE OF FONTANA-ON-GENEVA, WALWORTH COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE WEST 1/4 CORNER OF SAID SECTION 14; THENCE S 86DEG 27MIN 50SEC E 1738.22 FEET TO THE NORTHWEST CORNER OF LOT 1 OF PARTRIDGE COURT SUBDIVISION; THENCE N 7DEG 02MIN W 12.53 FEET; THENCE N 67DEG 09MIN 19 SEC E 59.69 FEET; THENCE N 82DEG 47MIN 39SEC E 120.46 FEET; THENCE N 82DEG 54MIN 08SEC E 107.46 FEET; THENCE N 89DEG 46MIN 37SEC E 167.71 FEET; THENCE N 89DEG 19MIN 49SEC E 82.05 FEET; THENCE N 79DEG 10MIN 25SEC E 95.97 FEET; THENCE N 23DEG 39MIN 52SEC E 47.26 FEET; THENCE N 36DEG 04MIN 42SEC E 98.79 FEET; THENCE N 58DEG 56MIN 25SEC E 19.75 FEET TO THE WEST BOUNDARY OF LANDS OWNED BY THE VILLAGE AND OCCUPIED BY A PUBLIC STREET KNOWN AS SOUTH SHORE DRIVE; THENCE N 31DEG 00MIN W 962.37 FEET ALONG SAID LANDS; THENCE S 68DEG 51MIN W 105.47 FEET ALONG SAID LANDS; THENCE N 20DEG 27MIN 30SEC W 498.59 FEET ALONG SAID LANDS; THENCE S 88DEG 37MIN 15SEC W 235.32 FEET ALONG THE SOUTH RIGHT OF WAY OF FONTANA BOULEVARD; THENCE S 10DEG 26MIN 18SEC E 64.53 FEET; THENCE S 22DEG 35MIN 29SEC E 48.76 FEET; THENCE S 4DEG 13MIN 09SEC W 9.65 FEET; THENCE S 12DEG 40MIN 34SEC E 14.97 FEET; THENCE S 45DEG 21MIN 19SEC W 8.39 FEET; THENCE S 22DEG 59MIN 43SEC E 23.27 FEET; THENCE S 66DEG 36MIN 35SEC W 84.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 66DEG 36MIN 35SEC W 25.00 FEET; THENCE N 23DEG 31MIN 53SEC E 90.32 FEET TO THE POINT OF BEGINNING, CONTAINING 0.05 ACRES MORE OR LESS.

PARCEL D

PART OF THE WEST 1/2 OF SECTION 14, TOWN 1 NORTH, RANGE 16 EAST, VILLAGE OF FONTANA-ON-GENEVA, WALWORTH COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE COUNTY MONUMENT FOUND MARKING THE WEST 1/4 CORNER OF SAID SECTION 14; THENCE S 86DEG 27MIN 50SEC E 1738.22 FEET TO THE NORTHWEST CORNER OF LOT 1 OF PARTRIDGE COURT SUBDIVISION; THENCE N 7DEG 02MIN W 12.53 FEET TO THE POINT OF BEGINNING; THENCE S 67DEG 09MIN 19SEC W 30.39 FEET; THENCE N 22DEG 08MIN 03SEC W 60.13 FEET; THENCE NORTHEASTERLY 99.10 FEET ALONG THE BOUNDARY OF ABBEY VILLA CONDOMINIUM BEING THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 110 FEET AND CHORD N 36DEG 34MIN 24SEC E 95.78 FEET; THENCE NORTHERLY 21.54 FEET ALONG SAID CONDOMINIUM BOUNDARY BEING THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 37 FEET AND CHORD N 5DEG 55MIN W 21.24 FEET; THENCE N 22DEG 36MIN W 38.89 FEET ALONG SAID CONDOMINIUM; THENCE N 31DEG 07MIN W 40.03 FEET ALONG SAID CONDOMINIUM; THENCE N 33DEG 19MIN W 41.55 FEET ALONG SAID CONDOMINIUM; THENCE N 30DEG 49MIN W 72.75 FEET ALONG SAID CONDOMINIUM; THENCE N 22DEG 45MIN W 80.79 FEET ALONG SAID CONDOMINIUM; THENCE N 7DEG 55MIN W 109.88 FEET ALONG SAID CONDOMINIUM; THENCE N 20DEG 58MIN W 34.08 FEET ALONG SAID CONDOMINIUM; THENCE N 31DEG 38MIN W 66.03 FEET ALONG SAID CONDOMINIUM; THENCE N 57DEG 32MIN W 72.60 FEET ALONG SAID CONDOMINIUM; THENCE N 69DEG 04MIN W 65.53 FEET TO THE MOST NORTHERLY CORNER OF PARCEL 1 OF SAID ABBEY VILLA CONDOMINIUM; THENCE N 69DEG 36MIN 09SEC W 52.19 FEET; THENCE N 23DEG 02MIN 09SEC W 48.68 FEET; THENCE N 13DEG 25MIN 47SEC W 115.77 FEET; THENCE NORTHEASTERLY 73.84 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 57 FEET AND CHORD N 23DEG 41MIN 02SEC E 68.79 FEET; THENCE NORTHEASTERLY 20.88 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 29 FEET AND CHORD N 40DEG 09MIN 59SEC E 20.44 FEET; THENCE NORTHWESTERLY 155.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 133.17 FEET AND CHORD N 55DEG 39MIN 46SEC W 147.67 FEET; THENCE N 23DEG 37MIN 14 SEC W 82.58 FEET; THENCE N 66DEG 54MIN 16SEC E 205.62 FEET; THENCE S 23DEG 23MIN E 64.02 FEET; THENCE N 66DEG 37MIN E 33.00 FEET; THENCE N 23DEG 23MIN W 64.00 FEET; THENCE N 66DEG 36MIN 35SEC E 121.46 FEET; THENCE SOUTHEASTERLY 116.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 69.68 FEET AND CHORD S 68DEG 03MIN 03SEC E 103.64 FEET; THENCE S 23DEG 06MIN 42SEC E 393.65 FEET; THENCE N 67DEG 59MIN 53SEC E 137.89 FEET; THENCE SOUTHEASTERLY 260.41 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 150.16 FEET AND CHORD S 58DEG 55MIN 38SEC E 228.99 FEET; THENCE S 15DEG 20MIN 45SEC E 461.82 FEET; THENCE SOUTHEASTERLY 173.99 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 137.38 FEET AND CHORD S 73DEG 53MIN 29SEC E 162.52 FEET; THENCE N 58DEG 56MIN 25SEC E 28.60 FEET TO THE WEST BOUNDARY OF LANDS OWNED BY THE VILLAGE AND OCCUPIED BY A PUBLIC STREET KNOWN AS SOUTH SHORE DRIVE; THENCE S 31DEG 00MIN E 55.24 FEET ALONG SAID VILLAGE LANDS; THENCE S 58DEG 56MIN 25SEC W 19.75 FEET; THENCE S 36DEG 04MIN 42SEC W 98.79 FEET; THENCE SOUTHWESTERLY 47.33 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 254.51 FEET AND CHORD S 23DEG 39MIN 52SEC W 47.26 FEET; THENCE S 79DEG 10MIN 25SEC W 95.97 FEET; THENCE N 89DEG 19MIN 49SEC W 82.05 FEET; THENCE S 89DEG 46MIN 37SEC W 167.71 FEET; THENCE S 82DEG 54MIN 08SEC W 107.46 FEET; THENCE S 82DEG 47MIN 39SEC W 120.46 FEET; THENCE S 67DEG 09MIN 19SEC W 59.69 FEET TO THE POINT OF BEGINNING CONTAINING 15.14 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF AND THAT THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT.

DATED:

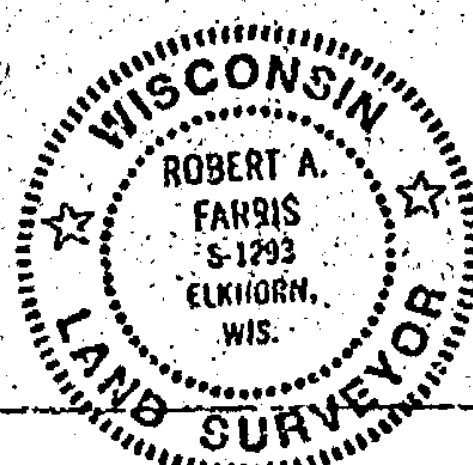
ROBERT A. FARRIS RLS 1293

APPROVED THIS ____ DAY OF _____, 1995, BY THE VILLAGE BOARD FOR THE VILLAGE OF FONTANA-ON-GENEVA, WALWORTH COUNTY, WISCONSIN.

AUTHORIZED SIGNATURE FOR THE VILLAGE OF FONTANA-ON-GENEVA

LEGAL DESCRIPTIONS

SHEET 3 OF 6 SHEETS



Robert A. Farris

1/13/95

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THE ABBEY HARBOR CONDOMINIUM

VILLAGE OF FONTANA-ON-GENEVA
WALWORTH COUNTY, WISCONSIN

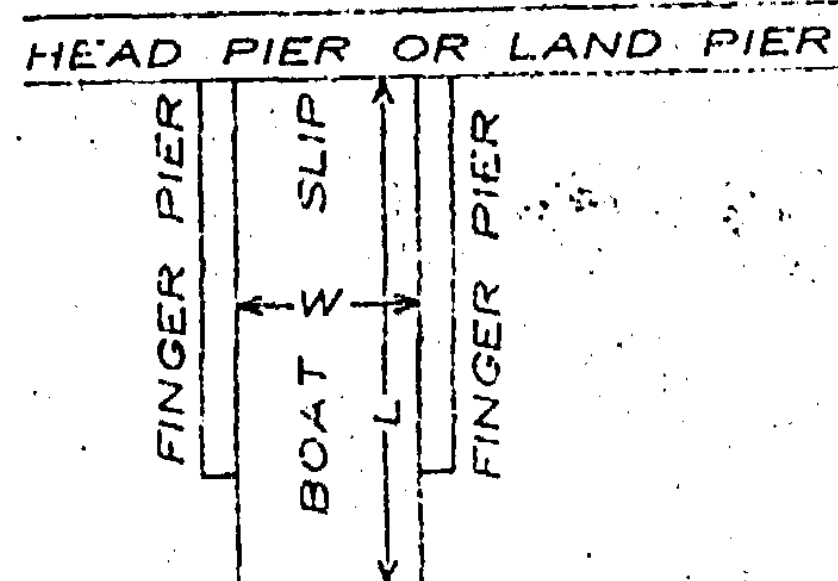
PLAN PREPARED BY:
FARRIS, HANSEN & ASSOCIATES, INC.
7 RIDGWAY COURT P.O. BOX 437
ELKHORN, WI 53121

COMMERCIAL BOAT SLIPS:
1201, 1203-1212
1215-1224

RECREATION BOAT SLIPS:
101-123 201-221
301-321 401-421
501-559 601-636
701-736 801-835
901-942 1001-1036
1100-1113 1124-1165

BOAT SLIPS WHICH DO NOT EXIST:
1202, 1213-1214

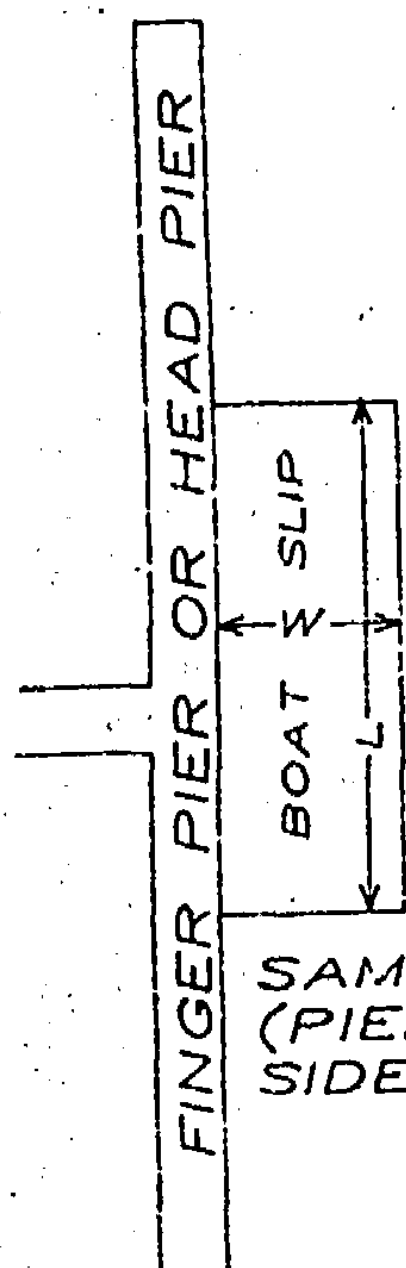
SAMPLE BOAT SLIP (PIERS ON 3 SIDES)



FOR BOAT SLIPS WITH PIERS ON 3 SIDES THE WIDTH "W" SHALL BE THE DISTANCE BETWEEN THE EXISTING FINGER PIERS

THE LENGTHS SHALL BE AS FOLLOWS:

44 FT FOR CLASS AA BOAT SLIPS
31 FT FOR CLASS A/B BOAT SLIPS
30 FT FOR CLASS C BOAT SLIPS



SAMPLE BOAT SLIP
(PIER ON ONE
SIDE ONLY)

SAMPLE BOAT SLIP (PIERS ON 2 SIDES)

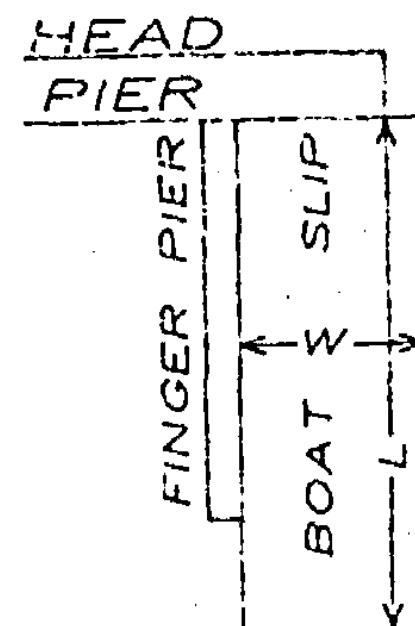


TABLE FOR BOAT SLIPS WITH
PIERS ON ONE OR TWO
SIDES ONLY
CLASS LENGTH WIDTH

CLASS	LENGTH	WIDTH
AA	44	14
A/B	31	11
C	30	8.5

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BOAT SLIP CLASSIFICATION LIST - SEE DECLARATION FOR FURTHER DEFINITION

C BOAT SLIP SIZE
8.5 FT X 30 FT

101-111 517-529
113-123 601-603

201-221 615-625

301-321 626-636

401-403 729-736

501-503 828-835

1001-1006

1201-1203 1205-1207

1215-1224

A/B BOAT SLIP SIZE
11 FT X 31 FT

204-209 413-418

213-218 504-509

512-516

604-607

704-707

804-807

1004-1007

1104-1107

1204-1207

AA BOAT SLIP SIZE
14 FT X 44 FT

112-112 531-559

210-212 626-628

310-312 636-640

410-412 729-736

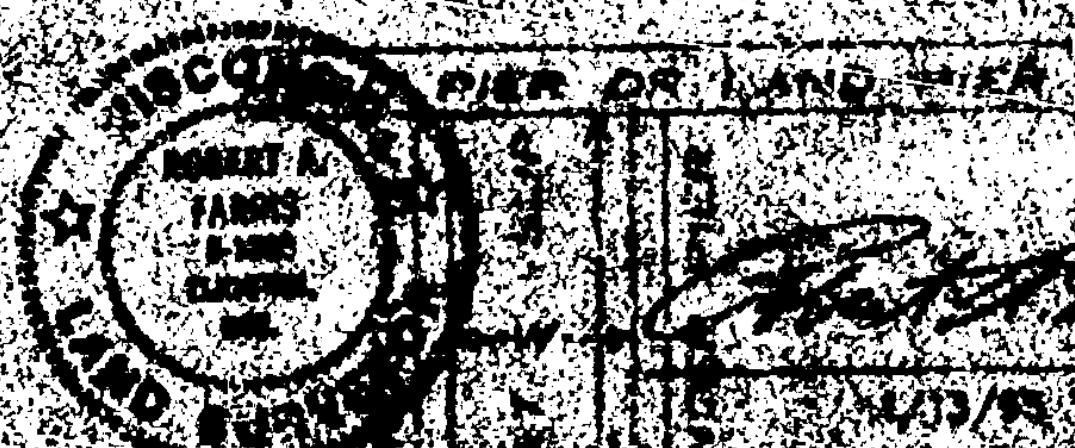
509-511 828-835

901-942 1005-1027

1100-1113 1007-1036

1204 1124-1165

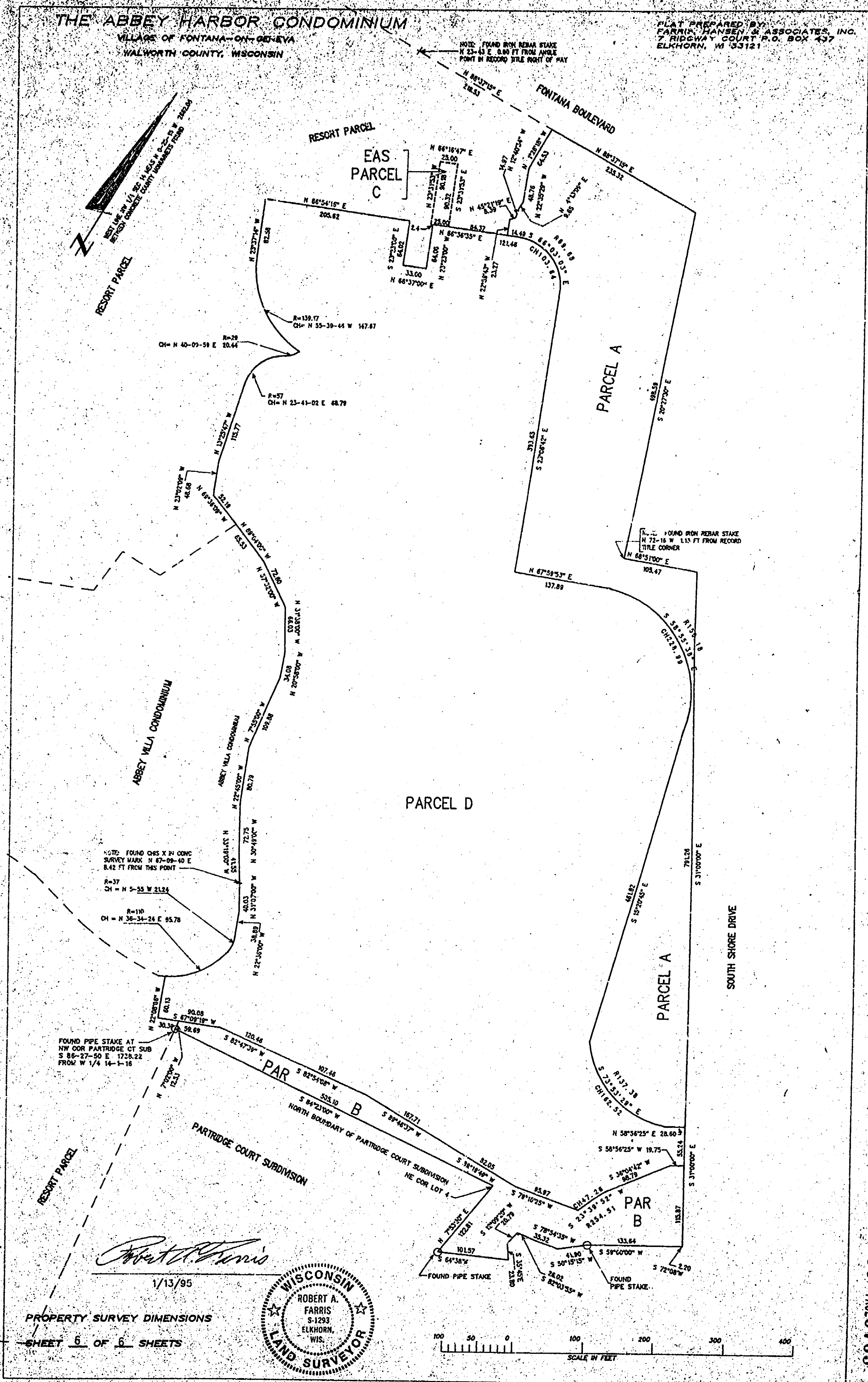
SAMPLE BOAT SLIP (PIERS ON 3 SIDES)



THE ABBEY HARBOR CONDOMINIUM

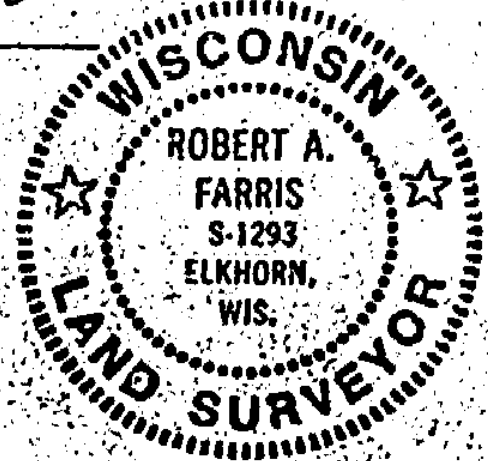
VILLAGES OF FONTANA-ON-GENEVA
WALWORTH COUNTY, WISCONSIN

PLAT PREPARED BY:
FARRIS, HANSEN & ASSOCIATES, INC.
7 RIDGWAY COURT P.O. BOX 437
ELKHORN, WI 53121



PROPERTY SURVEY DIMENSIONS

SHEET 6 OF 6 SHEETS



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THE ABBEY HARBOR CONDOMINIUM

VILLAGE OF FONTANA--ON--GENEVA
WALWORTH COUNTY, WISCONSIN

PLAT PREPARED BY:
FARRIS, HANSEN & ASSOCIATES, INC.
7 RIDGWAY COURT P.O. BOX 437
ELKHORN, W. 53121

NORTH GROUP OF LOCK BOXES LOOKING NORTH

5'-10"		4'-7"		7'-11-7/8"																					
				101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122
				123	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221
				301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	401
				402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	501	502
				503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524
				525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546
				547	548	549	550	551	552	553	554	555	556	557	558	559	601	602	603	604	605	606	607	608	609
				610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631
				632	633	634	635	636	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717
				718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736			
1'-3"				WOOD BASE																					
				THESE BOXES DO NOT CONTAIN UNITS																					

THE UNITS (LOCK BOXES) ARE LOCATED WITHIN THE HARBOR HOUSE

SOUTH GROUP OF LOCK BOXES LOOKING SOUTH

7'-11-7/8"																							
5'-10"	4'-7"	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	
		822	823	824	825	826	827	828	829	830	831	832	833	834	835	901	902	903	904	905	906	907	
		908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	
		929	930	931	932	933	934	935	936	937	938	939	940	941	942	1001	1002	1003	1004	1005	1006	1007	
		1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	
		1029	1030	1031	1032	1033	1034	1035	1036	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	
		1113	EXPANSION UNITS										1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	
		1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	
		1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1201	1203	1204	1205	1206	1207	1208	1209	1210	1211	
		1212	1215	1216	1217	1218	1219	1220	1221	1222	1223	1224	THESE BOXES DO NOT CONTAIN UNITS										
1'-3"	WOOD BASE																						



Robert A. Farris

1/13/95