

DECLARATION OF CONDOMINIUM

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Document Number	<p style="text-align: center;">DECLARATION OF CONDOMINIUM FOR MARINA VISTA CONDOMINIUM</p>	
Name and Return Address		
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Parcel Identification Number (PIN)		

THIS DECLARATION is made as of March 19, 2008 by MARINA VISTA SHEBOYGAN LLC, a Wisconsin limited liability company ("Declarant").

Declarant, as the owner of the Property described below, subjects the Property to this Declaration and to the condominium form of ownership under the Wisconsin Condominium Ownership Act (the "Act"). This Declaration shall run with the land and shall bind and benefit Declarant, its successors and assigns, and all persons now or in the future having any interest in the Property.

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ARTICLE 1

NAME AND ADDRESS

The Property shall be known as Marina Vista Condominium (the "Condominium"). The address of the Condominium is 303 Pennsylvania Avenue, Sheboygan, Wisconsin.

ARTICLE 2

PROPERTY

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A description of the land on which the Condominium is to be located is set forth on Exhibit A to this Declaration. Such land, together with all buildings and other improvements located on such land or to be constructed on such land in the future, is referred to in this Declaration as the "Property." The Property is divided into the Units and the Common Elements (including the Limited Common Elements), as described below.

ARTICLE 3

UNITS

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3.1 Number and Identification. The Condominium contains 21 units of ownership (the "Units") in one building, as more fully described in the plat of the Condominium (the "Plat"), a copy of which is attached to this Declaration as Exhibit B. The Units are identified by numbers as shown in the Plat.

3.2 Description. Each Unit shall be single apartment-type unit comprised of one or more cubicles of air at one or more levels of space, having its outer boundaries defined by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames of the building in which it is located, together with all fixtures and improvements contained within the boundaries and including such garages, porches, patios, balconies and other appurtenant and related structures and equipment, with similar boundaries, as may be constructed and shown as related to the Unit in the Plat, but excepting any such structures and equipment that are designated as Common Elements or Limited Common Elements. The approximate dimensions and floor area of each Unit, and further details identifying and describing each Unit, are shown in

the Plat.

3.3 Changes by Declarant. Declarant reserves the right to change the layout, location, dimensions and construction details of the buildings, Units, Common Elements and Limited Common Elements shown on the Plat that are not yet fully constructed, provided that such changes shall not substantially alter the nature and quality of the buildings and Units. For this purpose, Declarant shall have the exclusive right, without a vote of any other Unit Owners, to amend this Declaration and the Plat for the purpose of describing and depicting the layout, location, Unit numbers and dimensions of the buildings and Units as finally located and erected.

3.4 Title. Each Unit Owner's interest in his or her Unit must be held in fee simple or in leasehold estate.

3.5 Unit Owners' Rights and Duties. Each owner of a Unit (each a "Unit Owner") shall be subject to all the rights and duties assigned to Unit Owners under the terms of this Declaration, the Plat (together, the "Condominium Instruments") and the bylaws of the Condominium (the "Bylaws"). When there are unsold Units in the Condominium, Declarant also enjoys the same rights and assumes the same duties as they relate to each individual unsold Unit.

3.6 Right of Ingress and Egress. Each Unit Owner has an unrestricted right of ingress and egress to his or her Unit. This right shall be perpetual and shall pass with the Unit as transfers of ownership of the Unit occur.

ARTICLE 4 COMMON ELEMENTS

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4.1 Description. The Common Elements shall consist of all of the Property except the Units, including but not limited to the land on which the improvements are located; all common driveways, walkways, parking areas, courtyards and other open areas, as shown on the Plat and all amendments to the Plat; water systems and other private utility lines; public utility lines; master television cable or antenna and lines, if any; the landscaping done or to be done on the Property; bearing walls, floors and ceilings (except the interior surfaces of such elements that form the outer boundaries of each Unit); roofs, foundations, entrances and exits, pipes, ducts, electrical wiring, sewer laterals, common rooms, outside walls, girders, beams and support and structural parts of the buildings. Each Unit Owner shall have an undivided interest in all of the Common Elements. The term "Common Elements" as used in this Declaration includes Limited Common Elements as defined in below, unless otherwise stated in some particular provision of this Declaration.

4.2 Limited Common Elements. Portions of the Common Elements are designated as "Limited Common Elements". Each Limited Common Element is reserved for the exclusive use of the owner(s) of the Unit to which it is appurtenant, to the exclusion of all other Unit Owners. The Limited Common Elements include (but are not limited to) the outside deck, walks, patio or porches, if any, immediately adjacent to each Unit to which the Unit has access by a door from the Unit, and are shown in the Plat. In addition, fixtures designed to serve a single Unit, located contiguous to the Unit's boundaries, are Limited Common Elements appurtenant to that Unit exclusively.

4.3 Use. The Common Elements may be used only for the purposes for which they were intended and, except as provided in the Condominium Instruments and the Bylaws, the Common Elements are subject to mutual rights of support, access, use and enjoyment by all Unit Owners. However, any portion of the Common Elements designated as Limited Common Elements may be used only by the Unit Owner of the Unit to which their use is limited.

ARTICLE 5 PERCENTAGE INTERESTS AND PERCENTAGES OF LOSS

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Every Unit Owner owns an undivided percentage interest in the Common Elements (the "Percentage Interests"), determined by dividing one by the total number of Units in the Condominium and rounding so that the total Percentage Interest is 100%. Every Unit Owner also owns an undivided percentage interest in proceeds of insurance and eminent domain available to the Unit Owners as a group (the "Percentages of Loss"), determined by dividing the square footage of such Unit by the total square footage of all Units in the Condominium floor and rounding so that the total of the Percentages of Loss is 100%. The Percentage Interests and Percentages of Loss appurtenant to each Unit are set forth in Exhibit C to this Declaration. Except as provided in the Act, all Common Elements shall remain undivided. Except as provided in the Act, no Unit Owner, nor any other person, may bring a suit for partition of the Common Elements. The Percentage Interests and Percentages of Loss shall have a permanent character and, except as provided by the Act, may not be changed without the written consent of all of the Unit Owners and their mortgagees. Any change shall be evidenced by an amendment to this Declaration recorded among the appropriate land records. The Percentage Interests and Percentages of Loss may not be separated from the Unit to which they appertain. Any instrument, matter, circumstance, action, occurrence or proceeding in any manner affecting a Unit also shall affect, in like manner, the Percentage Interest and Percentage of Loss appurtenant to the Unit, and any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of any Percentage Interest and Percentage of Loss will be void unless the Unit to which that Percentage Interest and Percentage of Loss is allocated is also transferred.

ARTICLE 6

ASSOCIATION OF UNIT OWNERS

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The affairs of the Condominium shall be governed by an association of the Unit Owners (the "Association") that, even if unincorporated, is intended to be constituted a legal entity for all purposes.

6.1 Until Establishment. Until the Association is established, Declarant has the power and responsibility to act in all instances where the Act, any other provision of the law, or this Declaration require action by the Association or its directors or officers.

6.2 Establishment. Declarant shall establish the Association not later than the date of the first conveyance of a Unit to a purchaser. The Association shall be organized as a nonprofit corporation under Chapter 181 of the Wisconsin Statutes. After it is organized, the membership of the Association shall at all times consist exclusively of all of the Unit Owners.

6.3 Declarant Control. Except as provided below, Declarant or persons designated by Declarant may appoint and remove the officers of the Association or to exercise the powers and responsibilities otherwise assigned by this Declaration or the Act to the Association or its officers or Board of Directors. This Declarant control of the Association shall be for a period ending on the earlier of either of the following:

(a) Five years after the first Unit is conveyed or ten years from the date this Declaration is recorded, whichever occurs first.

(b) Thirty days after the conveyance of 75% of the Percentage Interests to purchasers, including the Percentage Interests appurtenant to the Units that are or may be added to the Condominium pursuant to Article 17 of this Declaration.

The period of Declarant control begins on the date that the first Unit is conveyed by Declarant to any person other than Declarant. If there is any other Unit Owner other than Declarant, this Declaration may not be amended to increase the scope or the period of Declarant control.

6.4 Meetings to Elect Directors. Prior to the conveyance of 25% of the Percentage Interests to purchasers, the Association shall hold a meeting and the Unit Owners other than Declarant shall elect at least 25% of the members of the Association's Board of Directors. Prior to the conveyance of 50% of the Percentage Interests to purchasers, the Association shall hold meeting and the Unit Owners other than Declarant shall elect at least 33 1/3% of the members of the Board.

6.5 Calculation of the Percentage Interests. The calculation of the Percentage Interests conveyed to purchasers under the preceding Sections shall be based on the Percentage Interests

appertaining to each Unit which has been conveyed assuming that all the Units to be completed are included in the Condominium.

6.6 Elections After Expiration of Declarant Control. Not later than 45 days after the expiration of the period of Declarant control, the Association shall hold a meeting and the Unit Owners shall elect a Board of Directors of at least 3 directors. The directors shall take office upon election.

6.7 Borrowing Money; Acquiring and Conveying Property. The Association may borrow money and purchase, lease, mortgage, grant security interests in, and sell real estate and personal property as provided in the Bylaws, provided that any individual transaction involving more than \$ 10,000.00 shall be approved by the Unit Owners in the manner specified in the Bylaws. The Association may purchase goods and services jointly with other condominium associations or other persons.

6.8 Voting. Each Unit Owner shall have one vote at meetings of the Association.

6.9 Association Property. No Unit Owner may have any right, title or interest in any property owned by the Association other than as holder of a Percentage Interest appurtenant to such Unit Owner's Unit.

ARTICLE 7

COMMON EXPENSES AND COMMON SURPLUSES

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7.1 Disposition of Common Surpluses. Except as set forth below, all common surpluses of the Association shall be credited to the Unit Owners' assessments for common expenses in proportion to their Percentage Interests or shall be used for any other purpose as the Association decides. Common surpluses resulting from assessments for casualty and flood insurance premiums as set forth in Section 12.1 of this Declaration shall be credited to the Unit Owners' assessments for common expenses in proportion to their Percentages of Loss or shall be used for any other purpose as the Association decides.

7.2 Assessments for Common Expenses. Funds for the payment of common expenses and for the creation of reserves for the payment of future common expenses shall be obtained by assessments against the Unit Owners in the manner set forth in the Bylaws. Except as otherwise provided in this Declaration, including Section 12.1, the Unit Owners' respective shares of common expenses shall be their respective Percentage Interests. Assessments against a Unit will begin as of the date of the first transfer of title to the Unit by Declarant. Unsold Units owned by Declarant shall not be subject to assessments if they are not occupied. During the period of Declarant's control of the Association, Declarant shall be responsible for common expenses incurred by the Association to the extent not covered by the Unit Owners' monthly payments of common expenses, as set forth in the annual budget adopted by the Association pursuant to the Bylaws.

ARTICLE 8

UNPAID ASSESSMENTS

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In this Article, "assessments" means regular and special assessments for common expenses and charges, fines, or assessments against specific Units or Unit Owners for damages to the Condominium or for penalties for violations of this Declaration, the Bylaws, or any rules adopted pursuant to the Bylaws (the "Rules").

8.1 Liability for Assessments. A Unit Owner shall be liable for all assessments, or installments thereof, coming due while owning a Unit, including any assessments coming due during the pendency of any claim by the Unit Owner against the Association or during any period

in which the Unit is not occupied by the Unit Owner or is leased or rented to any other person. In a voluntary grant of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her share of the common expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments. By acceptance of a conveyance of his or her Unit, each Unit Owner assumes this joint and several liability. Liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Element or by abandonment of the Unit for which the assessments are made.

8.2 Lien. Subject to the applicable terms and conditions of the Act, all assessments, until paid, together with interest on them and actual costs of collection (including attorneys' fees), constitute a lien on the Units on which they are assessed. The lien shall be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the delinquent assessment was due. A lien may be enforced and foreclosed by the Association or any other person specified in the Bylaws, in the same manner, and subject to the same requirements, as a foreclosure of mortgages on real property in this state. The Association may recover costs and actual attorney fees. The Association may bid on the Unit at foreclosure sale and acquire, hold, lease, mortgage and convey the Unit. The lien will not be affected by the sale or transfer of the Unit, unless a foreclosure of a first mortgage is involved, in which case the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but will not relieve any subsequent Unit Owner from paying further assessments.

8.3 Interest. Any assessment, or installment thereof, not paid when due shall bear interest, at the option of the Association, from the date when due until paid at a rate not exceeding the highest rate permitted by law as stated in the Bylaws.

ARTICLE 9

USE RESTRICTIONS

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9.1 Units. The Condominium buildings and the Units are intended for and restricted to residential uses only, as further restricted by this Declaration, the Bylaws, and the Rules, provided that Declarant may use and occupy any or all Units owned by Declarant as model Units and sales offices until all Units have been sold.

9.2 Common Elements.

(a) The Common Elements may be used only for the purposes for which they were intended and, except as provided in the Condominium Instruments and the Bylaws, the Common Elements are subject to mutual rights of support, access, use and enjoyment by all Unit Owners. However, any portion of the Common Elements designated as Limited Common Elements may be used only by the Unit Owner of the Unit to which their use is limited.

(b) Unit Owners shall not obstruct or place anything in the Common Elements (not including the Limited Common Elements appurtenant to their respective Units), provided that Declarant may display "for sale" and other marketing signs on the Common Elements (not including the Limited Common Elements appurtenant to Units not owned by Declarant) until all Units have been sold.

9.3 Leases. All persons occupying Units who are not the Unit Owner(s) or the spouses or lineal descendants or ascendants of the Unit Owner(s) shall be considered tenants for purposes of this Section. Unit Owners may allow occupancy of their Units by tenants, but only in compliance with the following requirements:

(a) Every agreement for tenant occupancy of a Unit (each a "lease") shall be in writing.

(b) Before a tenant signs a lease, the Unit Owner shall provide the tenant with copies of this Declaration as amended, the Bylaws as amended, and the Rules as amended.

(c) Every lease shall contain a statement to the effect that the tenant acknowledges receiving copies of those documents and agrees to comply with the Act and those documents.

(d) Within five business days after entering into or renewing a lease, the Unit Owner shall provide a copy of the lease to the Association. The Association shall keep a copy of any lease on file while the lease is in effect.

- a) Additional restrictions on Unit leases may be set forth in the Rules. However, no such restrictions shall limit the term of any lease.

ARTICLE 10

MAINTENANCE, REPAIRS, AND REPLACEMENTS

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10.1 By Unit Owners.

(a) Each Unit Owner shall at its expense keep his or her Unit and all of its equipment, fixtures and appurtenances in good order, condition, and repair and in compliance with applicable law, and shall be responsible for such interior decorating as may at any time be necessary or advisable to maintain the good condition, function, and appearance of the Unit. Without limiting the foregoing obligations, each Unit Owner shall be responsible for maintaining, repairing, and replacing exterior windows and doors, interior and exterior lighting fixtures, refrigerators, air conditioning equipment, furnaces and heating equipment, dishwashers, disposal, laundry equipment including washers and dryers, ranges, fireplaces, plumbing fixtures, ceiling fans, garage door openers, and other equipment that may be in or connected with his or her Unit. All repairs and replacements shall be in quality and class at least equal to the original work and shall comply with all applicable laws.

(b) Each Unit Owner shall keep the Limited Common Elements appurtenant to his or her Unit, other than parking spaces, in good, clean, sanitary and attractive condition. The Association shall maintain and repair the parking spaces.

(c) If any Unit Owner fails to properly perform any of his or her obligations under this Article, the Association may give the Unit Owner written notice of the maintenance, repair, or replacement the Association deems necessary. If the Unit Owner fails to properly perform the maintenance, repair, or replacement within 30 days after such notice, the Association may, without waiving or releasing the Unit Owner from any such obligations, perform the obligations and specially assess the Unit Owner for the cost of doing so.

10.2 By Association.

(a) The Association shall keep the Common Elements in good order, condition, and repair and in compliance with applicable law. Without limiting the foregoing obligations, the Association shall be responsible for maintaining, repairing, and replacing all driveways and walkways, including snow removal and all landscaped areas, including grass cutting and leaf raking. The Association shall maintain the exterior of the Condominium buildings in a condition as close as possible to the original. All exterior paint, cultured stone, simulated stucco, siding, trim, roofing, and the like shall be maintained, cleaned, replaced or painted or otherwise cared for, as the case may be, and shall be kept in pristine condition. The Association may temporarily close off Common Elements or entries to the Property or any Condominium building or Unit or temporarily suspend services or amenities to facilitate such work.

(b) All costs of such work shall be common expenses of the Association, provided that if any maintenance, repair, or replacement of any of Common Elements (including Limited Common Elements) is necessitated by reason of misuse by, or negligence of, a Unit Owner or occupant, or of a tenant, guest or agent of a Unit Owner, the Association may specially assess the reasonable cost of the maintenance, repair, or replacement to the responsible Unit Owner.

ARTICLE 11

ARCHITECTURAL CONTROLS

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11.1 Alterations to Common Elements and Unit Exteriors. The Association shall have absolute control over all additions, improvements and other alterations to the Common Elements, including all building exteriors and Limited Common Elements, and no Unit Owner may undertake any such work without the Association's prior written consent. All Unit exteriors (including doors and overhead garage doors) and Limited Common Elements shall be maintained in exactly the same colors. All exterior items (including windows, doors, overhead garage doors, lighting fixtures, cultured stone, simulated stucco, siding, trim, roofing, and the like) that are replaced shall be replaced with items of the same brand, product, style, and color as the original items, if possible. If the original item is no longer available, substitutions may be made only with the Association's prior written consent.

11.2 Alterations Within Units. A Unit Owner may make any improvements or alterations within his or her Unit that do not impair the structural integrity or lessen the support of any portion of the Condominium and that do not create a nuisance substantially affecting the use and enjoyment of other Units or the Common Elements. A Unit Owner may not change the exterior appearance of a Unit or of any other portion of the Condominium not part of the Unit without permission of the Board of Directors of the Association.

11.3 Alterations Between Adjoining Units. Subject to the restrictions and limitations set forth below, a Unit Owner acquiring an adjoining or adjoining part of an adjoining Unit may, in accordance with this Section, remove all or any part of any intervening partition or create doorways or other apertures in the partition, if those acts do not impair the structural integrity or lessen the support of any portion of the Condominium. The creation of doorways or other apertures is not deemed an alteration of boundaries.

(a) If the Unit Owner acquiring the adjoining Unit or adjoining part of an adjoining Unit desires to remove all or any part of any intervening partition or create doorways or other apertures in the partition, the Unit Owner, after 30 days' written notice to all other Unit Owners, shall prepare and execute appropriate instruments under this Section. An amendment to this Declaration shall depict the alteration to the partition. The amendment shall be adopted either under the provisions for amendment contained in this Declaration or by the written consent of the Unit Owner acquiring the adjoining Unit or adjoining part of an adjoining Unit, the mortgagees, if any, of the affected Units, and the Board of Directors of the Association.

(b) Plats and plans showing the alteration to the partition shall be prepared. The plats and plans shall be certified as to their accuracy and compliance with this subsection by a civil engineer, architect, or licensed land surveyor authorized to practice in this state.

(c) After appropriate instruments have been prepared and executed, they shall be delivered promptly to the Unit Owner of the affected Units upon payment by the Unit Owner of all reasonable costs for their preparation. Those instruments are effective when executed by the Unit Owner of the affected Units and recorded in the office of the Sheboygan County Register of Deeds.

11.4 Relocation of Boundaries. Boundaries between adjoining Units may not be relocated.

11.5 Separation of Units. A Unit may not be separated into two or more Units.

11.6 Merger of Units. Subject to the restrictions and limitations set forth below, a Unit Owner owning two or more adjacent Units may merge such Units in accordance with this Section.

(a) The President of the Association, upon written application of a person proposing the merger of two or more Units and after 30 days' written notice to all other Unit Owners, shall promptly prepare and execute appropriate amendments to the Condominium Interests and plans of the merged Units as described below.

(b) The amendment to this Declaration shall assign a new identifying number to the Unit created by the merger of Units (the "Merged Unit"), and shall allocate to the Merged Unit, on a reasonable basis acceptable to the owner of the Merged Unit and the Board of Directors, all of the Percentage Interests in the Common Elements and rights to use the Limited Common Elements and the votes in the Association formerly appertaining to the Units comprising the Merged Unit. The amendment shall reflect a proportionate allocation to the Merged Unit of the liability for common expenses and rights to common surpluses formerly appertaining to the Merged Unit.

(c) The amendment to the Plat and the plans shall show the boundaries and dimensions of the Merged Unit together with its boundaries and new identifying number or letter. The amendment and the plans shall be certified as to their accuracy and compliance with this Section by a civil engineer, architect or licensed land surveyor authorized to practice his or her profession in the state.

(d) After the appropriate amendments and plans have been prepared and executed, the amendments shall be delivered promptly to the owner of the Merged Unit upon payment by him or her of all reasonable cost for their preparation. The execution of the amendments by the owner of the Merged Unit is conclusive evidence that the merger did not violate any restrictions or limitation specified by the Condominium Instruments and that any reallocations made under this Section were reasonable. The amendments shall be adopted either under the provisions for amendment contained in this Declaration or by the written consent of the owner of the Merged Unit, the mortgagee(s) of the Merged Unit, if any, and the Board of Directors of

the Association. The amendments shall be effective upon recording with the Office of the Register of Deeds of Sheboygan County, Wisconsin.

ARTICLE 12

INSURANCE

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12.1 Maintenance of Insurance. The Association shall maintain the following insurance:

(a) insurance against loss or damage by fire and other hazards on an all risk basis for not less than full replacement value of the Property insured;

(b) if any part of the improvements on the Property are in a Special Flood Hazard Area — which is designated as A, AE, AH, AO, AR, A1 -30, A-99, V, VE, VI-30, or VO on a Flood Insurance Rate Map — a “master” or “blanket” policy of flood insurance in an amount at least equal to the lesser of 100% of the insurable value of each insured building (including all Common Elements and commonly-owned personal property) or the maximum coverage available under the applicable National Flood Insurance Program; and

(c) a commercial general liability policy in the amount of at least \$1,000,000 combined single limit; and

(d) blanket fidelity insurance coverage for anyone who either handles or is responsible for funds that the Association holds or administers. Insurance coverage shall be written on the Property in the name of the Association as trustee for each of the Unit Owners in their Percentage Interests. The Fidelity insurance coverage shall name the Association as insured. The insurance premiums for casualty insurance and flood insurance, if any, as set forth in (a) and (b) above, shall be allocated to Unit Owners in accordance with their respective Percentages of Loss. All other insurance premiums shall be common expenses allocated to Unit Owners in accordance with their respective Percentage Interests. Provisions for such insurance shall be without prejudice to the right of each Unit Owner to insure his or her own Unit for personal benefit.

12.2 Use of Proceeds. Casualty insurance proceeds shall first be disbursed by the Association for the repair or restoration of the damaged Common Elements, and the Unit Owners and mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined not to rebuild, or a court has ordered partition of the Property, or there is a surplus of insurance proceeds after the Common Elements have been completely repaired or restored.

ARTICLE 13

DAMAGE OR DESTRUCTION

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13.1 Association Representation. The Association shall represent the Unit Owners in any proceedings, negotiations, settlements, or agreements related to damage or destruction affecting the Common Elements. By acceptance of a conveyance of his or her Unit, each Unit Owner appoints the Association as an attorney-in-fact for this purpose. Any proceeds from a settlement shall be payable to the Association for the benefit of the Unit Owners and their mortgage holders.

13.2 Repair or Reconstruction. Except as provided in this Article, in the event of damage to or destruction of the Common Elements, the Association shall promptly undertake to repair or reconstruct it to a condition compatible with the remainder of the Condominium. All cost of the repair or reconstruction in excess of available insurance proceeds shall be a common expense payable by the Unit Owners in proportion to their respective Percentages of Loss.

13.3 Insufficient Insurance Proceeds. However, if the Condominium is damaged to an extent more than the available insurance proceeds, the Condominium shall be subject to an action for partition upon obtaining the written consent of (a) Unit Owners having 75% or more of the

votes; and (b) Eligible Mortgage Holders that represent at least 51% of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders. In the case of partition, the net proceeds of sale together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their respective Percentages of Loss, and shall be distributed in accordance with the priority of interests in each Unit.

ARTICLE 14

EMINENT DOMAIN

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14.1 Association Representation. The Association shall represent the Unit Owners in any eminent domain proceedings, negotiations, settlements, or agreements affecting the Common Elements. By acceptance of a conveyance of his or her Unit, each Unit Owner appoints the Association as an attorney-in-fact for this purpose. Any proceeds from a settlement shall be payable to the Association for the benefit of the Unit Owners and their mortgage holders.

14.2 Allocation of Damages. Except as provided below, damages for a taking of all or part of the Condominium shall be awarded as follows:

- (a) Every Unit Owner is entitled to the entire award for the taking of all or part of their respective Unit and for consequential damages to their Unit.
- (b) Any award for the taking of Limited Common Elements shall be allocated to the Unit Owners of the Units to which the use of those Limited Common Elements is restricted in proportion to their respective Percentages of Loss.
- (c) In the event no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Unit Owners in proportion to their respective Percentages of Loss.

14.3 Restoration. Following the taking of all or a part of the Common Elements, the Association shall promptly undertake to restore the improvements of the Common Elements to an architectural whole compatible with the existing structure. Any costs of such restoration in excess of the condemnation award shall be a common expense payable by the Unit Owners in proportion to their respective Percentages of Loss. However, if the taking under the power of eminent domain is to the extent where the remaining Condominium portion has been diminished to the extent that reconstruction or restoration is not practical, a Condominium shall be subject to an action for partition upon obtaining the written consent of (a) Unit Owners having 75% or more of the votes; and (b) Eligible Mortgage Holders that represent at least 51% of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders. In the case of partition, the net proceeds of sale, together with any net proceeds of the award for taking, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Percentages of Loss and shall be distributed in accordance with the priority of interests in each Unit.

14.4 Percentage Interests, Votes and Percentages of Loss. A taking of all or part of a Unit may not include any of the Percentage Interest, vote(s), or Percentage of Loss appurtenant to the Unit. Instead, the following provisions shall apply:

(a) Following the taking of a part but less than all of any Unit, the Percentage Interest appurtenant to the Unit shall not be adjusted, and the vote(s) appurtenant to that Unit shall be appurtenant to the remainder of that Unit. However, the Percentages of Loss appurtenant to the Units shall be adjusted based upon the remaining areas of the Units, as determined by a Wisconsin-licensed architect engaged by the Association.

(b) Following the taking of all of any Unit, the following adjustments shall be made:

(1) The Percentage Interest appurtenant to the Unit shall be eliminated, the right to vote appurtenant to the Unit shall terminate, and the Percentage Interests appurtenant to each remaining Unit shall be adjusted to the amount determined by dividing one by the number of Units remaining.

(2) The Percentages of Loss appurtenant to the remaining Units shall be adjusted based upon the areas of the remaining Units, as determined by a Wisconsin-licensed architect engaged by the Association

(c) In either case, the Association shall promptly prepare and record an amendment to this Declaration reflecting the new Percentage Interests (if applicable) and Percentage of Loss appurtenant to the Units.

14.5 Priority of Distribution of Damages for Units. All damages for each Unit shall be distributed in accordance with the priority of interests at law or in equity in each respective Unit.

14.6 Conveyances in Lieu of Condemnation. In this Article, "taking under the power of eminent domain" includes any sale in settlement of any pending or threatened condemnation proceeding.

ARTICLE 15

EASEMENTS AND ENCROACHMENTS

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15.1 Presumption as to Existing Physical Boundaries. Any existing physical boundaries of any Unit or Common Elements constructed or reconstructed in substantial conformity with the Plat shall be conclusively presumed to be its boundaries, regardless of the shifting, settlement or lateral movement of any building and regardless of minor variations between the physical boundaries as described in this Declaration or shown on the Plat and the existing physical boundaries of any such Unit or Common Element. This presumption applies only to encroachments within the Condominium.

15.2 Encroachments as Result of Authorized Work. If any portion of any Common Element encroaches on any Unit or if any portion of a Unit encroaches on any Common Element, as a result of the duly authorized construction, reconstruction or repair of a building, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the building stands.

15.3 Easements. The Association and, as long as Declarant owns any Unit, Declarant, shall have and may grant permits, licenses, and easements over the Common Elements for utilities, roads, completion or repair of improvements to the Property, and other purposes necessary for the proper operation of the Condominium.

15.4 Right of Entry. The Association and, as long as Declarant owns any Unit, Declarant, shall have an irrevocable right and an easement to enter Units to complete or make repairs to Common Elements when reasonably necessary for public safety or to prevent damage to other portions of the Condominium, and to remedy the Unit Owner's failure to perform his or her maintenance, repair, or replacement obligations as described above. Except in cases involving manifest danger to public safety or property, the Association or Declarant shall make a reasonable effort to give notice to the owner of any Unit to be entered for any such purpose. No entry by the Association or Declarant for the purposes specified in this Section may be considered a trespass.

15.5 Easements Included in Grants of Units. A grant or other disposition of a Unit shall include and be subject to any easement arising under the provisions of this Section without specific or particular reference to the easement.

ARTICLE 16

RIGHTS OF MORTGAGE HOLDERS

[\[top\]](#)

16.1 Notice. The holder, insurer or guarantor of any first mortgage or land contract on a Unit, upon written request to the Association at the address specified in the Bylaws stating the name and address of the Mortgagee along with the Unit number or Unit address on which it has a mortgage, insurance policy or guaranty (each such party sending such notice being an "Eligible Mortgage Holder"), shall be entitled to receive timely written notice from the Association of the following events:

(a) Any condemnation or casualty loss that affects either a material portion of the Condominium or the unit securing its mortgage.

(b) Any 60-day delinquency in the payment of assessments or charges owed by the Unit Owner of any Unit on which it holds the mortgage.

(c) A lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

(d) Any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

16.2 Approval of Removal from Act. Except as provided above in connection with damage to or destruction of the Property or eminent domain, any action to remove all or any part of the Property from the Act must be agreed to by Eligible Mortgage Holders that represent at least 67% of the votes of the mortgaged Units. However, implied approval will be assumed when an Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within 30 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

ARTICLE 17

EXPANSION

[\[top\]](#)

Declarant reserves the right to expand the Condominium by subjecting additional property to the Declaration on the following terms and conditions:

17.1 Expansion Property. Each parcel of property that may be added to the Condominium (the "Expansion Property") is depicted as "Expansion Area" on Exhibit B and legally described on Exhibit D.

17.2 Additional Units. The Declarant may, at its sole discretion, construct on the Expansion Property and add to the Condominium an additional two buildings containing up to 42 Units. Upon the addition of Units pursuant to this Article 17, the Percentage Interest in the Common Elements appurtenant to each Unit shall be modified to be equal to the percentage calculated by dividing one by the total number of Units in the Condominium and rounding so that the total of Percentage Interests is 100%. Upon the addition of Units pursuant to this Article 17, the Percentage of Loss appurtenant to each Unit shall be modified to be equal to the percentage calculated by dividing the square footage of such Unit by the total square footage of all Units in the Condominium. The Unit Owner of each Unit added shall have one vote at meetings of the Association.

17.3 Expiration. This right to expand the Condominium shall expire in seven years from the date this Declaration is recorded.

17.4 Amendments to Condominium Instruments. To add Expansion Property to the Condominium, Declarant shall (a) record an amendment to this Declaration showing the new Percentage Interests of the Unit Owners and the votes which each Unit Owner may cast in the Condominium as expanded; and (b) record an amendment to the Plat that includes the detail and information concerning the Expansion Property as required in the original Plat.

17.5 Effective Date. Upon recording of the amendments to the Declaration and the Plat, each Unit Owner shall have the Percentage Interests, liabilities for common expenses, rights to common surpluses, and number of votes set forth in the amendment to the Declaration, provided that unsold Units owned by Declarant shall be exempt from assessments to the extent provided above. Following any expansion, the interest of any mortgagee of any Unit shall attach, by operation of law, to the new Percentage Interests appurtenant to the Unit on which it has a lien.

17.6 Improvements. All improvements to the Expansion Property will be substantially completed prior to expansion and will be consistent with the initial improvements in structure type and quality of construction.

ARTICLE 18

AMENDMENTS

[\[top\]](#)

18.1 Unit Owner Consent. Except for amendments in connection with alterations of adjacent Units and merger of Units (Article 11), expansion of the Condominium (Article 17), and assignment of Declarant's rights (Article 18), this Declaration may be amended only with the written consent of at least 67% of the Unit Owners. Any amendment made while Declarant owns any Unit shall require Declarant's consent. An amendment becomes effective when it is recorded in the same manner as this Declaration. A Unit Owner's written consent is not effective unless it is approved in writing by the first mortgagee of the Unit, if any. Approval from the first mortgage lender or equivalent security interest holder on a Unit, or the person servicing the first mortgage loan or its equivalent, constitutes approval of the first mortgagee or equivalent security interest holder under this Section.

18.2 Eligible Mortgage Holder Consent. Except for amendments in connection with alterations of adjacent Units and merger of Units (Article 11), expansion of the Condominium (Article 17), and assignment of Declarant's rights (Article 18), amendments to this Declaration changing any of the provisions governing the following matters may be amended only with the written consent of Eligible Mortgage Holders that represent at least 51% of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders:

- (a) Voting rights;
- (b) Increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens;
- (c) Reduction in reserves for maintenance, repair, and replacement of Common Elements;
- (d) Responsibility for maintenance and repairs;
- (e) Reallocation of interests in the Common Elements or Limited Common Elements, or rights to their use;
- (f) Redefinition of any Unit boundaries;
- (g) Convertibility of Units into Common Elements or vice versa;
- (h) Expansion or contraction of the Condominium, or the addition, annexation, or withdrawal of property to or from the Condominium;
- (i) Hazard or fidelity insurance requirements;
- (j) Imposition of any restriction on the leasing of Units;
- (k) Imposition of any restrictions on Unit Owners' right to sell or transfer Units;
- (l) A decision by the Association to establish self-management if professional management had been required previously by the Condominium Instruments or by an Eligible Mortgage Holders;
- (m) Restoration or repair of the Condominium after damage or partial condemnation in a manner other than that specified in the Condominium Instruments;
- (n) Any provisions that expressly benefit mortgage holders, insurers, or guarantors.

18.3 Compensation. If an amendment to this Declaration has the effect of reducing the value of any Unit Owner's interest in any Common Element, including any Limited Common Element, and increases the value of Declarant's or any other Unit Owner's interest in the Common Element or Limited Common Element, then Declarant or other Unit Owner shall compensate the Unit Owner the value of whose interest is reduced in the amount of the reduction in value, either in cash or by other consideration acceptable to the Unit Owner. A Unit Owner may waive the right to obtain this compensation in writing. This paragraph does not apply to expansions of the Condominium.

18.4 Assignment of Declarant's Rights. Declarant may assign its rights and obligations as Declarant of the Condominium under the Act, this Declaration, and the Bylaws by recording an

amendment to the Declaration that includes the assignment and an acceptance of the assignment that is signed by the assignee and acknowledged. Declarant may not assign less than all of its rights and obligations as Declarant.

ARTICLE 19

SERVICE OF PROCESS

[\[top\]](#)

The person to receive service of process for the Condominium in the cases provided in the Act (the "Registered Agent") and his/her address are as follows:

Paul C. Weise
626 East Wisconsin Avenue, 17 Floor
Milwaukee, Wisconsin 53202

Declarant shall file the name and address of the Registered Agent with the Wisconsin Department of Financial Institutions. The name or address of the Registered Agent may be changed by Declarant or the Association in the same manner and to the same extent that names and addresses of Registered Agents may be changed by corporations. If the Association is incorporated, the registered agent for the Association shall be the Registered Agent for the Condominium.

ARTICLE 20

RULES OF CONSTRUCTION

[\[top\]](#)

20.1 Liberal Construction. The provisions of the Condominium Instruments shall be liberally construed to facilitate the creation and operation of the Condominium.

20.2 Severability. All provisions of the Condominium Instruments are severable and the invalidity of one provision does not affect the validity of any other provision.

20.3 Conflicts. If there is any conflict between any provisions of this Declaration and any provisions of the Plat, the Bylaws, or the Rules, the provisions of this Declaration shall control. If there is any conflict between any provisions of any of the Condominium Instruments and any provisions of the Bylaws or the Rules, the provisions of the Condominium Instruments shall control. If there is any conflict between any provisions of any of the Condominium Instruments and any provisions of the Act, the provisions of the Act shall control.

20.4 Incorporation. The Condominium Instruments shall be construed together and are determined to incorporate one another to the extent that any requirement of the Act applying to one instrument is satisfied if the deficiency can be corrected by reference to any of the others.

MARINA VISTA SHEBOYGAN LLC

By:

Paul Weise Real Estate Corp., Manager

By:

Paul C. Weise, President

ACKNOWLEDGMENT

STATE OF WISCONSIN

This instrument was acknowledged before me on March 18, 2008 by Paul C. Weise, President of Paul Weise Real Estate Corp, as the manager of Marina Vista Sheboygan LLC.

Jon S. Herreman
Notary Public, State of Wisconsin
My commission is permanent

CONSENT OF MORTGAGEE

Community Bank & Trust, mortgagee of the Property described in the foregoing Declaration, consents to the execution and recording of this Declaration.

Dated March, 2008.

COMMUNITY BANK & TRUST

By: _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF _____)

This instrument was acknowledged before me on March 2008 by _____,
, of Community Bank & Trust.

()

Notary Public, State of Wisconsin My commission

EXHIBITS

- A. Legal Description of Property
- B. Description of Units and Common Elements
- C. Percentage Interests and Percentages of Loss
- D. Expansion Property

Drafted by Jon S. Herreman
Mallery & Zimmerman, S.C.

731 North Jackson Street, Suite 900
Milwaukee, Wisconsin 53202

Telephone: 414-271-2424

Facsimile: 414-271-8678

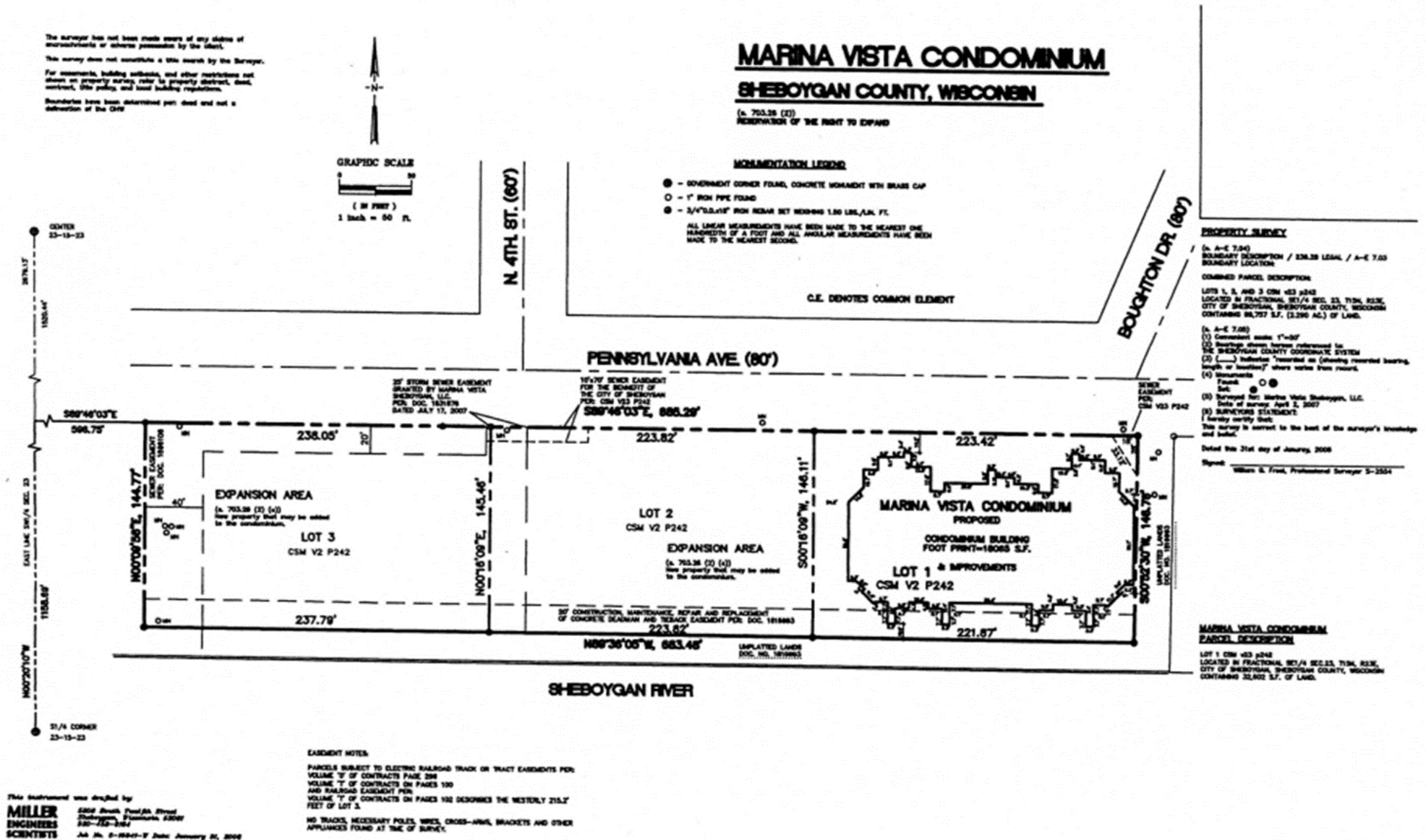
EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 1 of the Certified Survey Map recorded in Volume 23, Pages 242 through 246, inclusive, on January 31, 2008 with the Office of the Register of Deeds of Sheboygan County, Wisconsin as Document Number 1844797, being a division of part of Lots 14,15,16,17,18, 19,20 and 21, Block 313, Original Plat of the City of Sheboygan, located in the fractional Southeast 1/4 of Section 23, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

EXHIBIT B

DESCRIPTION OF UNITS AND COMMON ELEMENTS



DIAGRAMMATIC FLOOR PLANS OF EACH BUILDING

(s. 703.11 (2) (a))
 Dimensions shown are approximate.
 Square footage shown are approximate.
 Common elements shown are graphically to the extent feasible.

CONDOMINIUM SURVEYOR'S CERTIFICATE

(s. 703.11 (4))
 I hereby certify:
 That this plat is a correct representation of the condominium
 described and the identification and location of each unit and the
 common elements can be determined from the plat.

Dated this 21st day of January, 2008.

Signed: William G. Frost, Professional Surveyor S-2564

(s. 703.02(2))
 "Common elements" means all of a condominium except
 its units.

NOTE: all areas not marked as unit are common space elements.

(s. 703.11 (2) (a))
 Common elements shown are graphically to the extent feasible.

(s. 703.02(1a))
 "Limited common elements" means those common elements identified
 in a declaration or on a condominium plan as
 reserved for the exclusive use of one or more but less than all of
 the unit owners.

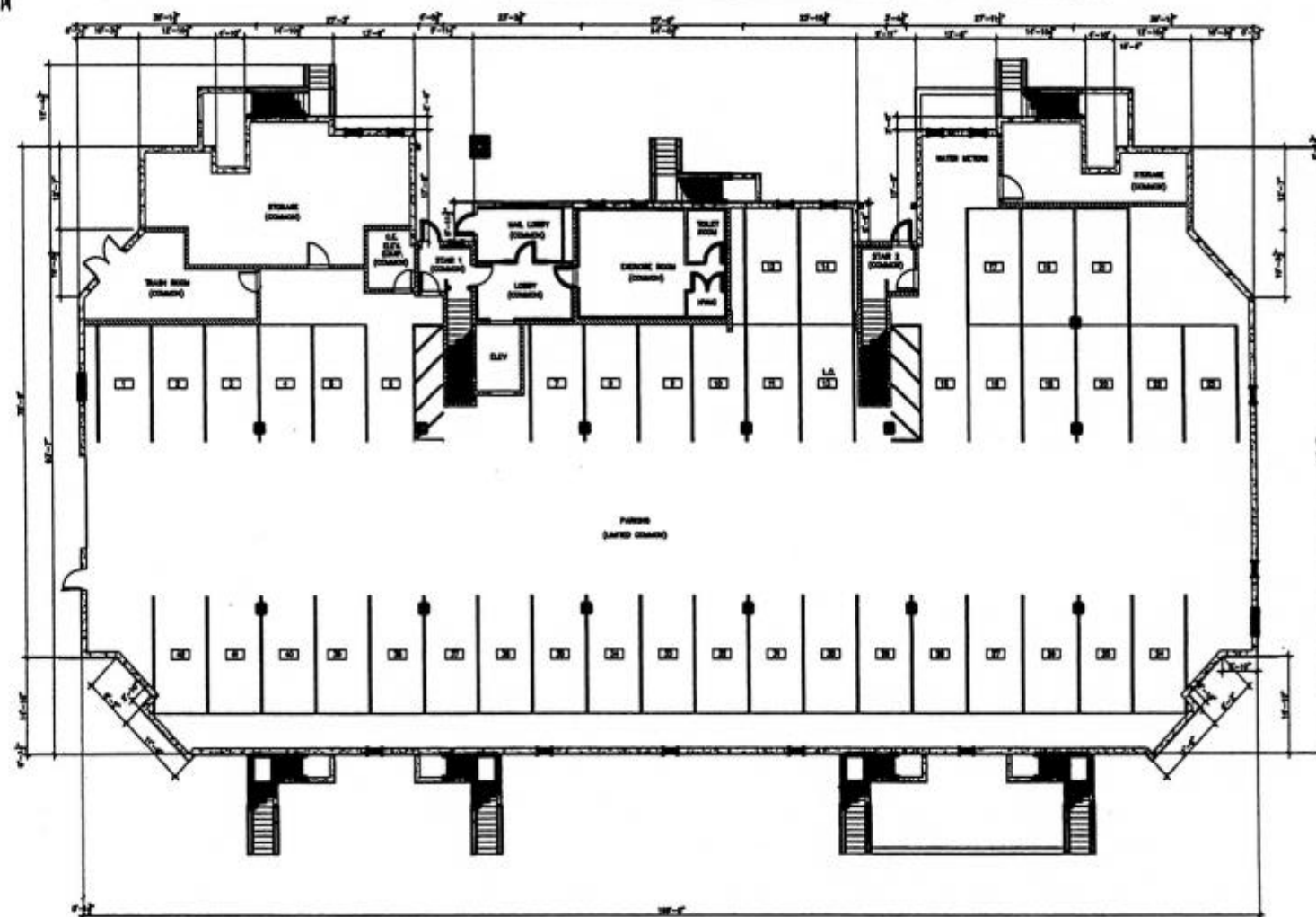
NOTE: planter boxes, decks, exterior steps & stairs, and patios are
 limited common elements appurtenant to adjoining unit.

GRAPHIC SCALE
 (IN FEET)
 1 inch = 15 ft.

MARINA VISTA CONDOMINIUM

SHEBOYGAN COUNTY, WISCONSIN

(s. 703.26 (2))
 RESERVATION OF THE RIGHT TO EXPAND



FIRST FLOOR

This instrument was drafted by
MILLER ENGINEERS
 2200 South Portland Street
 Sheboygan, Wisconsin 53081
 920-752-3000
 Job No. S-08041-V Date: January 21, 2008

DIAGRAMMATIC FLOOR PLANS OF EACH BUILDING

(s. 703.11 (2) (c))

Dimensions shown are approximate.

Square footage shown are approximate.

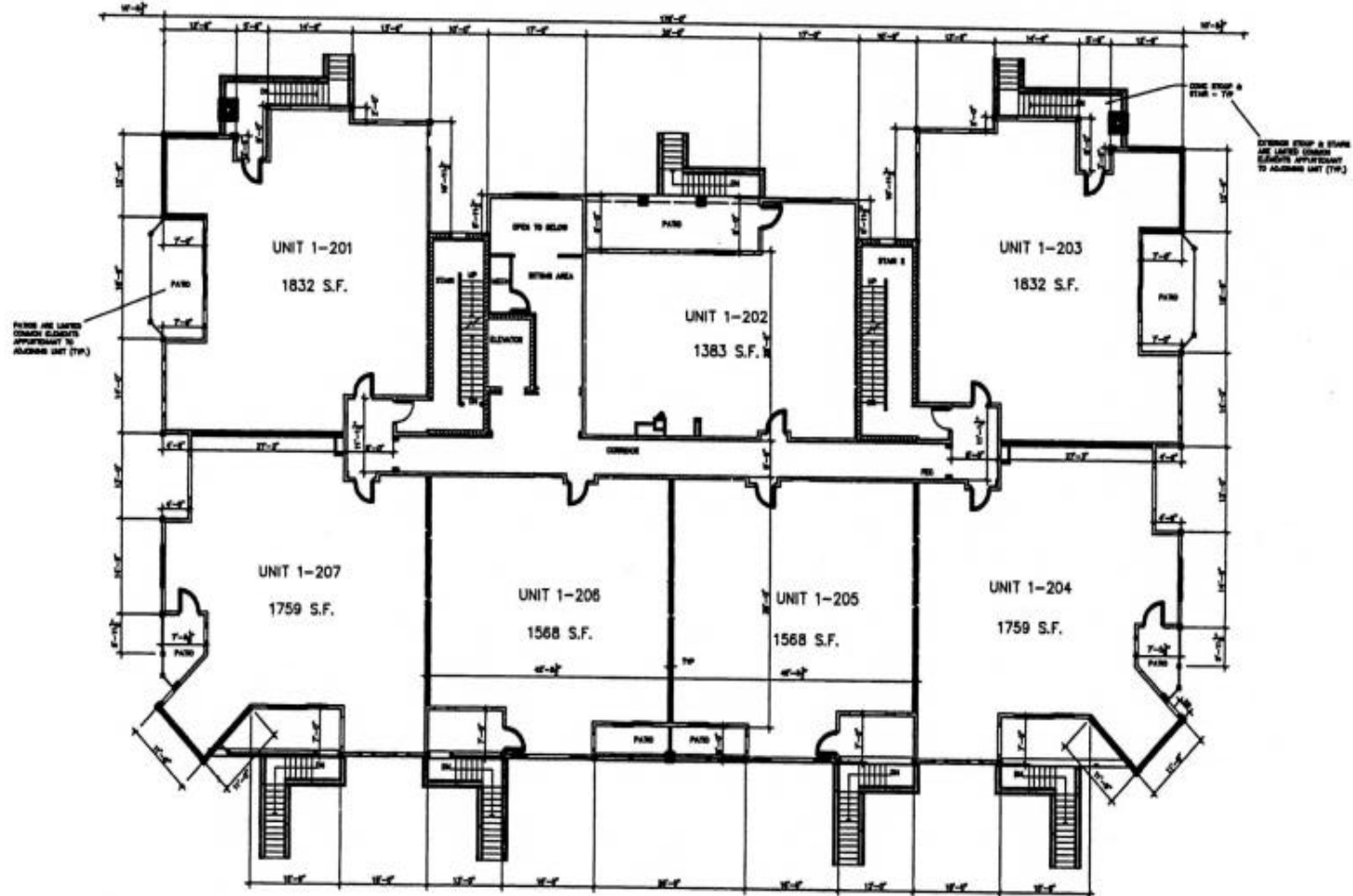
Common elements shown are graphically to the extent feasible.

MARINA VISTA CONDOMINIUM

SHEBOYGAN COUNTY, WISCONSIN

(s. 703.36 (2))

RESERVATION OF THE RIGHT TO EXPAND



SECOND FLOOR

This instrument was drafted by

**MILLER
ENGINEERS
SCIENTISTS**

2200 South Paulina Street
Sheboygan, Wisconsin 53081
920-150-1101

Job No. S-18811-2 Date January 21, 2008

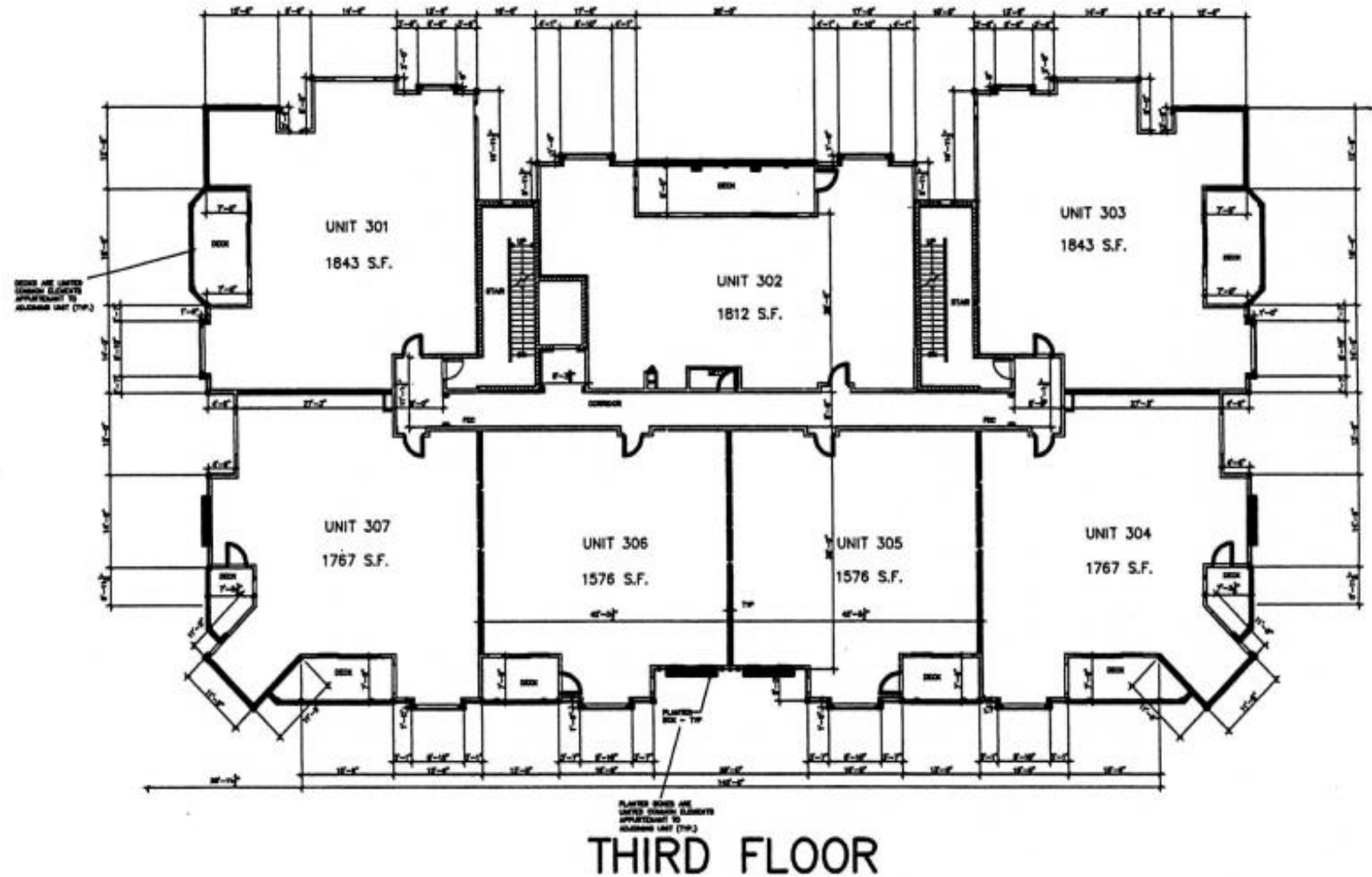
DIAGRAMATIC FLOOR PLANS OF EACH BUILDING

(s. 703.11 (2) (c))
 Dimensions shown are approximate.
 Square footage shown are approximate.
 Common elements shown are graphically to the actual building.

MARINA VISTA CONDOMINIUM

SHEBOYGAN COUNTY, WISCONSIN

(s. 703.26 (2))
 RESERVATION OF THE RIGHT TO EXPAND



This instrument was drafted by
MILLER
 ENGINEERS
 SCIENTISTS
 6200 South Twp/An Street
 Sheboygan, Wisconsin 53081
 920-763-3441
 Job No. S-40461-F Dated January 31, 2008

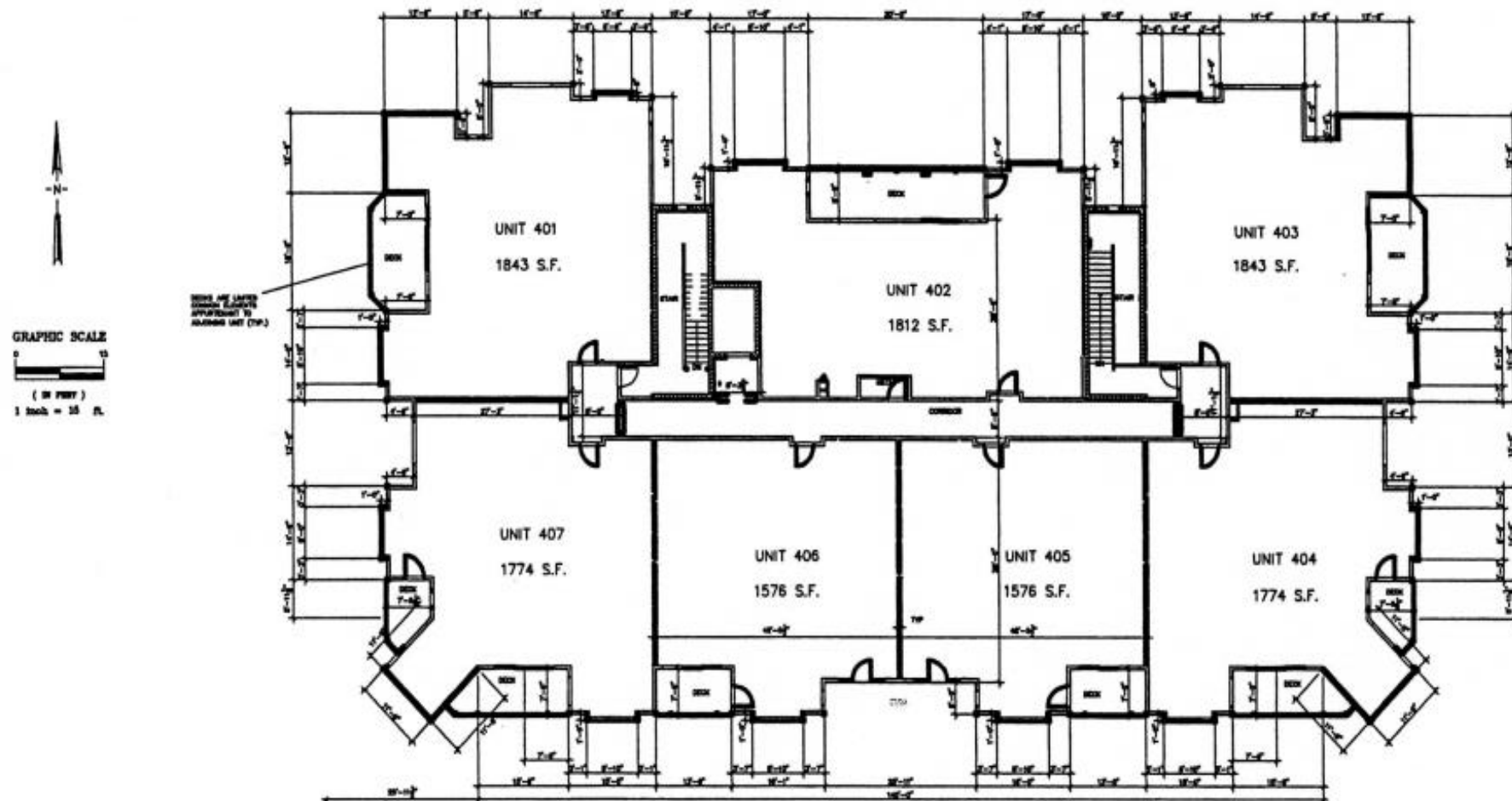
DIAGRAMMATIC FLOOR PLANS OF EACH BUILDING

(s. 703.11 (2) (d))
 Dimensions shown are approximate.
 Square footage shown are approximate.
 Common elements shown are graphically to the extent needed.

MARINA VISTA CONDOMINIUM

SHEBOYGAN COUNTY, WISCONSIN

(s. 703.26 (2))
 REBREVATION OF THE RIGHT TO EXPAND



FOURTH FLOOR

This instrument was drafted by

MILLER
ENGINEERS
SCIENTISTS

6008 South Paulina Street
 Sheboygan, Wisconsin 53081
 920-725-7104

Job No. S-18841-F Date January 21, 2008

EXHIBIT C-1**PERCENTAGE INTERESTS AND PERCENTAGES OF LOSS**

UNIT	PERCENTAGE OF INTEREST	PERCENTAGE OF LOSS
201	5.00	5.08
202	5.00	3.82
203	5.00	5.08
204	5.00	4.87
205	5.00	4.34
206	5.00	4.34
207	5.00	4.87
301	5.00	5.11
302	5.00	5.02
303	5.00	5.11
304	5.00	4.90
305	5.00	4.37
306	5.00	4.37
307	5.00	4.90
401	5.00	5.11
402	5.00	5.02
403	5.00	5.11
404	5.00	4.92
405	5.00	4.37
406	5.00	9.29
TOTAL	100	100

Document Number	<p align="center">FIRST AMMENDMENT TO DECLARATION OF CONDOMINIUM FOR MARINA VISTA CONDOMINIUM</p>	1928895
Name and Return Address		<p align="center">SHEBOYGAN COUNTY, WI</p> <p align="center">RECORDED ON 08/19/2011 3:38PM ELLEN R. SCHLEICHER REGISTER OF DEEDS RECORDING FEE:30.00 EXEMPTION # CASHIER ID: 9 PAGES: 5</p>
Thomas Curaltolo, President Marina Vista Condominium Assn, Inc 303 Pennsylvania Ave Unit 407 Sheboygan, Wisconsin 53081		RECORDING AREA
59281111190; 59281112990		
Parcel Identification Number (PIN)		
Recording Area		

THIS AMENDMENT (this "Amendment") is executed as of July 27, 2011, by the MARINA VISTA CONDOMINIUM ASSOCIATION, INC through its BOARD OF DIRECTORS (the "Board").

RECITALS

- A. The Declaration of Condominium for Marina Vista Condominium was recorded with the Sheboygan County Register of Deeds on April 10,2008 as Document No. 1850158 (the "Original Declaration"). The Original Declaration created the Marina Vista Condominium (the "Condominium") which is located on real estate legally described in Exhibit 'A' attached to the Declaration with a street address of 303 Pennsylvania Avenue - Sheboygan, Wisconsin S3081. The "Original Declaration", as modified by this Amendment, is referred to below as the "Declaration".
- B. The Declarant of the Original Declaration no longer has the lawful authority, control, or power to govern the activities, business, or affairs of the Condominium. On February 21,2010, the Marina Vista Condominium Association (the "Association") elected a Board of Directors (the "Board") to carry out all policy and operational decisions of the Association.
- C. At the time of the Original Declaration, the Unit Owners of Unit Nos. 406 and 407 desired to merge such Units into one Unit (the "Merger"). In accordance with Section 11.6 of the Original Declaration, the Declarant agreed to permit the merger in May of2008; however, the Delcarant failed to file the executed documents to effect such Merger, and the Units remain identified as individual Units.
- D. Pursuant to Section 11.6(a) of the Original Declaration, the Unit Owners of Units Nos. 406 and 407 made written application to the President of the Marina Vista Condominium Association to 'officially' merge the two Units. Written notice was given to all other Unit owners of the Marina Vista Condominium Association of the proposed merger on May 23,2011; more than thirty days have elapsed since such notice was given.
- E. The Board of Directors of the Marina Vista Condominium Association consents to the Merger of the two Units which henceforth shall be designated as Unit #406.

NOW, THEREFORE, the Board amends the Original Declaration as follows:

1. Merger. Unit Nos. 406 and 407 are hereby merged into one Unit (the "Merged Unit"). The Merged Unit shall be known as Unit No. 406; Unit No. 407 no longer exists. The Merged Unit shall be considered a "Unit" for all purposes under the Declaration, the Bylaws, and other Condominium documents.
2. Total Units and Unit Owner Rights. As a result of the Merger, the total number of Units in the Condominium is changed to 20, and each Unit Owner's rights under the Declaration with respect to each Unit Owner's Percentage Interest, Percentage of Loss, rights to use Limited Common Elements, voting rights, responsibility for common expenses, right to common surpluses of the Association and all other Unit Owner rights under the

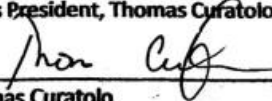
Declaration shall be determined as if 20 total Units were created under the Original Declaration. Exhibit 'c' to the Original Declaration is accordingly replaced with the attached Exhibit 'C-1'.

Except as modified by this Amendment, the terms of the Declaration remain in full force.

Dated as set forth above.

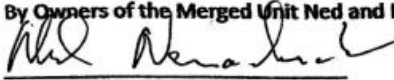
MARINA VISTA CONDOMINIUM BOARD

By its President, Thomas Curatolo


Thomas Curatolo

UNIT OWNER CONSENT

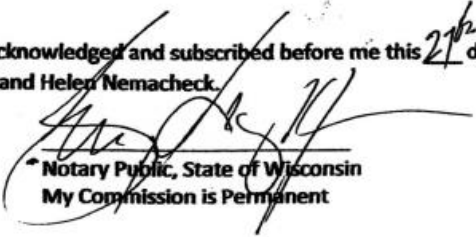
By Owners of the Merged Unit Ned and Helen Nemacheck


Ned Nemacheck


Helen Nemacheck

STATE OF WISCONSIN)
COUNTY OF SHEBOYGAN) ss

This instrument was acknowledged and subscribed before me this 27th day of July, 2011, by Thomas Curatolo, Ned Nemacheck and Helen Nemacheck.


Notary Public, State of Wisconsin
My Commission is Permanent

Document drafted by: Gary Langhoff [State Bar No.:1015334]

DIAGRAMMATIC FLOOR PLANS OF EACH BUILDING

(s. 703.11 (3) (d))
 Dimensions shown are approximate.
 Square footage shown is approximate.
 Common elements shown are graphically to the extent feasible.

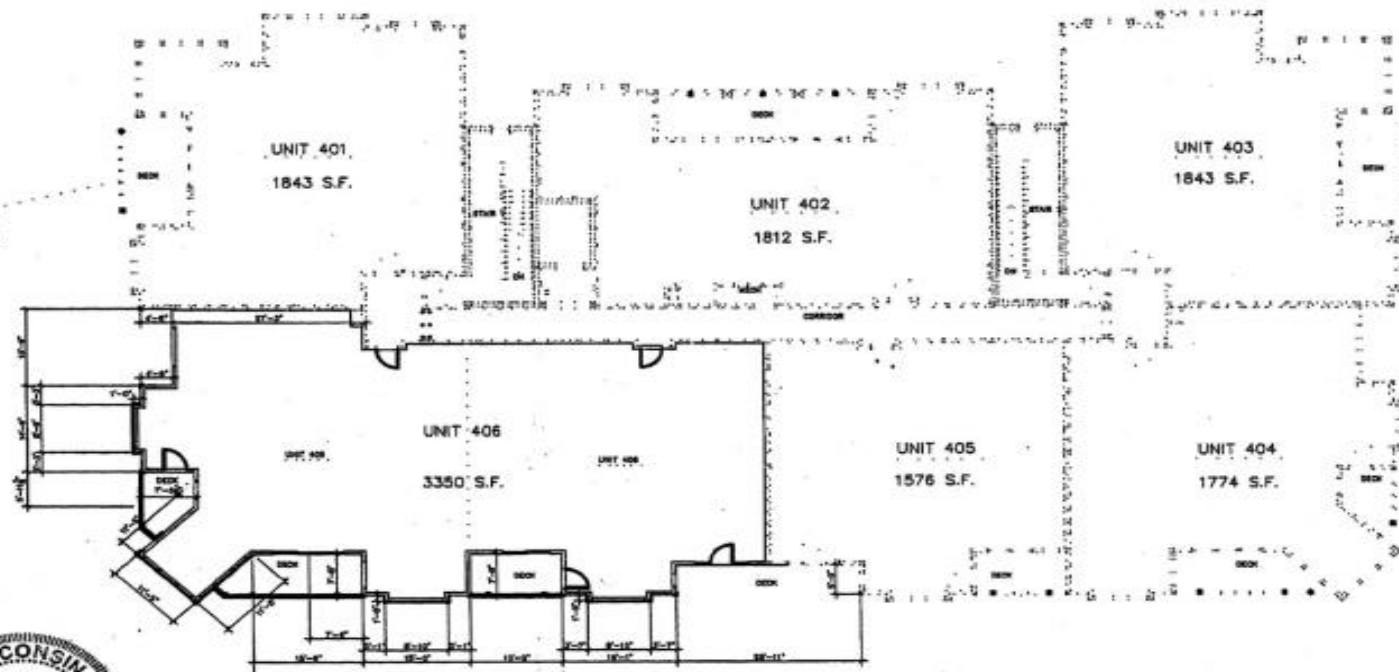
MARINA VISTA CONDOMINIUM ADDENDUM NO. 1

SHEBOYGAN COUNTY, WISCONSIN

LOT 1 CSM 422 P342
 LOCATED IN FRACTIONAL 161/4 SEC. 33, T15N, R22E,
 CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



DOES NOT INCLUDE
 COMMON ELEMENTS
 APPROPRIATE TO
 ADJACENT UNIT (704)



UNIT 406 CONDOMINIUM SURVEYOR'S CERTIFICATE

I hereby certify that this plan is a correct representation of the condominium described and the identification and location of unit 406 (bold unit being a combination of units 405 and 407 marina vista condominium) can be determined from the plot.

Dated this 18th day of August, 2021

Signed: *William G. Freel*
 William G. Freel, Professional Surveyor S-2554



FOURTH FLOOR