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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

OF

WILLOW RUN R.V. CONDOMINIUM RESORT

ELKHORN, WALWORTH COUNTY, WISCONSIN 53121

This Declaration is made under the Condominium Ownership Act, Chapter 703, Wisconsin Statutes. [add recorded information for the original Declaration and previous amendments, the "Declaration"]:

W I T N E S S E T H:

WHEREAS, the Condominium Association resides in the Town of Sugar Creek, County of Walworth, and State of Wisconsin, which said real estate is legally described as follows and as stated on Exhibit A attached hereto:

Beginning at the East 1/2 section corner of section 13 town 3 North, Range 16 East; Walworth County, Wisconsin; thence N 89° 34' 55" W 300.07 feet; thence N 0° 50' 54" W 940.22 feet; thence N 89° 51' 05" W 215.59 feet; thence N 0° 46' 05" W 226.19 feet; thence N 0° 50' 35" W 151.57 feet; thence N 89° 53' 49" W 99.60 feet; thence 1° 32' 55" E 277.55 feet; thence S 88° 15' 13" W 159.78 feet; thence N 81° 42' 02" W 558.70 feet; thence S 0° 39' 02" E 344.01 feet; thence N 89° 31' 13" W 605.08 feet; thence S 16° 59' W 509.26 feet; thence S 8° 49' W 69.93 feet; thence S 1° 45' W 63.55 feet; thence S 10° 14' E 122.87 feet; thence S 20° 15' E 92.45 feet; thence S 10° 14' E 122.87 feet; thence S 20° 15' E 92.45 feet; thence S 27° 10' E 100.82 feet; thence S 28° 09' E 212.84 feet; thence S 18° 57' E 74.20 feet; thence S 1° 42' E 325.00 feet; thence S 82° 00' W 55.00 feet; thence 17° 17' E 115.86 feet; thence Easterly 31.37 feet along the arc of a curve to the right having a radius of 390 feet and chord N 89° 57' E 31.36 feet; thence S 11° 38' E 116.30 feet; thence S 87° 00' E 50.94 feet; thence S 0° 14' E 111.65 feet; thence S 83° 20' E 184.39 feet; thence Easterly 664.21 feet on the arc of a curve to the left having a radius 1915 feet and chord N 86° 43' 47" E 660.89 feet; thence Northwesterly 78.95 feet along the arc of a curve to the left having a radius of 1215 feet and chord N 11° 22' W 78.94 feet; thence Southwesterly 329.60 feet along the arc of a curve to the left having a radius of 1110 feet and chord S 70° 46' 34" E 328.39 feet; thence Easterly 321.80 feet along the arc of a curve to the left having a radius of 667.30 feet and chord N 86° 54' 12" E 318.69 feet; thence East 333.71 feet; thence N 0° 50' 54" W 508.07 feet to the point of beginning. (End of legal description.)

WHEREAS, this Association consists of all buildings, structures, improvements and other permanent fixtures of whatever kind thereon, and all rights and privileges belonging or in any way pertaining thereto (hereinafter "Property"), and lots (also known as units) individually owned, to be administered as an entity commonly known as "Condominium"

and to submit the Property to the provisions of the Condominium Ownership Act, as amended.

WHEREAS, owners, mortgagees, occupants and other persons hereafter acquiring any interest or possession of said Property or any part thereof, shall at all times enjoy the benefit of, and shall at all times hold their interests subject to, the rights, easements, privileges and restrictions hereinafter set forth, all of which are hereby declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership and to facilitate the proper administration of said Property, and are hereby established for the purposes of enhancing and preserving the value, desirability and attractiveness of the Property.

NOW, THEREFORE, the Condominium Association for the purposes above set forth
DECLARES AS FOLLOWS:

Article 1.

Definitions.

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

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

Declaration: The instrument by which a property becomes subject to this chapter and that Declaration, as amended from time to time.

Limited Common element- That portion of the Common Element serving a single unit or adjoining units as an inseparable appurtenance thereto and designated on the plat as Limited Common Elements. The limited common elements are reserved for the exclusive use of one or more, but less than all of the unit owners. For purposes of this Declaration, said term only includes the following:

- a. Stairways between private lots leading to the lakes.

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

Parcel: The entire tract of real estate above described.

Parking Area: The part of the Common Element provided for parking automobiles, trailers and other vehicles as delineated on the plat as "parking" or "parking area".

Person: A natural individual corporation, partnership, trustee or other legal entity capable of holding title to real property in Wisconsin.

Plat: The Plat of Survey of the property showing all Units submitted pursuant to the provisions of the ACT, said plat being attached hereto as an exhibit and by this reference made a part hereof and recorded simultaneously with the recording of this Declaration.

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

Proposed Recreational and Service Structure: Proposed buildings to be located on the Property to provide the Unit Owners, their guests and invitees with services and access to the recreational amenities located on the Property. Said proposed recreational and service structures are to be constructed from time to time as the condominium develops.

Recreational and Service Structure: Buildings located on the Property to provide the Unit Owners, their guests and invitees with services and access to the recreational amenities located on the Property.

Recreational Vehicle: "Recreational vehicle" means a vehicle-type unit initially designed as temporary living quarters for recreational, camping, or travel use, which either has its own mode of power or it is drawn by another vehicle, and which contains a full bath with a toilet and shower or tub. For purpose of this Declaration said term includes only the following:

a. "Travel Trailers"- A vehicular unit mounted on wheels of such size or weight as not require special highway movement permits when drawn by a motorized vehicle; initially designed and constructed to provide temporary living quarters for recreational, camping or travel use; and a body length of no more than 45' or no less than 17' (exclusive of hitch for both maximum and minimum), and a body width of no more than 8.5' when factory equipped for the road, exclusive of slide-out or tip-out extensions.

b. "Motor Homes"- A vehicular unit built on a self-propelled motor vehicle chassis, initially designed and manufactured to provide temporary living quarters for recreational, camping or travel use. Slide-on pickup camper units and chassis mounts shall not be considered motor homes.

c. "Park Models"- A self-propelled or permanently towable unit built on a single chassis containing four hundred (400) square feet or less when measured at the largest horizontal floor projection, not including any bay windows, roof projections, overhangs, or eaves under which there is no interior space.

All "recreational vehicles" must have the "recreational Vehicle institute" (RVI) seal of approval or be of equivalent quality to qualify for said seal of approval and, in addition, be manufactured after ~~1980~~.

The term "recreational vehicle" shall include the above-described vehicles, but shall not include tents, pop-up campers or trailers, crank-up trailers, truck campers or other vehicles that do not meet the definition of a recreational vehicle contained herein.

Commented [LC1]: From the 2nd amendment to Declaration.

Storage Buildings: A structure for the storage of miscellaneous individual items of personal property belonging to the Unit Owners and subject to the rules and regulations as to its size, location, design and color, etc. Hereinafter set forth.

Unit: A part of the property intended for any type of independent use, including one or more cubicles of air or parts thereof designated as a unit on the plat hereof, including expansion Units and intended for the purpose of providing a location for the parking of a single recreational vehicle to be used by the Owner thereof for the purpose of camping, and not for the purpose of permanent residency.

Unit Owner: A person, combination of persons, partnership or corporation who holds legal title to a Condominium Unit, or has equitable ownership as a land contract vendee. Land contract vendors are not considered Unit Owners. If any Unit Owners have a land contract in place at the time of recording this Restated Declaration, they must self-report to the Board and provide a copy of the land contract. Approved land contract documents shall be utilized. All land contracts current and future must be recorded through the Register of Deeds of Walworth County.

ARTICLE II

1. **Units Description and Ownership.** All units located in the Condominium on the plat are intended for camping purposes only and not as year-round residences and are legally described as follows:
2. Units numbered 1 through 253, 251 Units Occupied / 2 Units Common Ground
3. Said units are delineated on the plat attached ~~to the original Declaration~~ as Exhibit "A" as Units 1 through 253.
4. It is understood that each Unit consists of a cubicle bounded on the sides by the perimeters shown on the plat, bounded above by a horizontal plane 15' above the ground level and bounded below by a horizontal plane 15' beneath ground level. The legal description of each Unit as specified above, and as set forth above and as shown on the plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number as shown as set forth above and as shown on the plat, and every description shall be deemed good and sufficient for all purposes. Except as provided by the Act, no Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the plat.
5. Certain structures not constituting part of a Unit. No owner shall own any pipes, wires, conduits, public utility lines, culverts or structural components running through his Unit and serving more than his Unit except as a tenant in common with all other Owners.

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Article III

Common Elements

1. **Description-** Except as otherwise provided in this Declaration, the Common Elements shall consist of all portions of the declared and platted property except the Units. Without limiting the generality of the foregoing, the Common Elements shall include all of the remaining land not specifically designated as Units, the septic and sewage system, which specifically includes by way

of example but not limitation, the sewer laterals, all treatment tanks, dosing tanks, pumping chambers, soil absorption beds, force mains, gravity collection sewers, and other appurtenances to the sewer system; the water system and all its component parts; outside walks and driveways, streets, park areas, nature areas, memorials, sidewalks, landscaping, entrances and exits, parking area, outdoor lighting facilities, pipes, culverts, conduits, wires and other utility installations and component parts of walls, floors and ceilings as are not located within the Units and the recreational and service buildings, tennis courts, swimming pools, lakes, as well as all other recreational facilities located within the confines of the declared condominium.

2. Ownership of Common Elements-Each Unit shall have appurtenant to it an undivided .00395 interest in the Common Element as a tenant in common with all other Unit Owners of the property, said interest shall equal 1/253 (251 Units Occupied /2 Units Common Ground) of the Common Elements. Except as otherwise limited in this Declaration all Unit Owners shall have the right to use the Common Element for all purposes incident to the use and occupancy permitted by this Declaration: said right shall be appurtenant to and run with his Unit.

3. There shall be no partition of Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the Property is withdrawn from those terms or from the terms of the applicable state statutes.

ARTICLE IV

General Provisions as to Unit Ownership and Common Elements

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

2. No Severance of Ownership. No Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit Ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other, shall be deemed and take to include the interest so omitted even though the latter is not expressly mentioned or described therein.

3. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breeches which may occur.

4. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

5. Real estate taxes are to be separately taxed to each Owner for his unit and such Unit's corresponding percentage of Ownership in the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately taxed, then each Unit Owner shall be assessed his proportionate share of the tax bill in accordance with his respective percentage Ownership in the Common Elements. Real estate taxes for the Association owned units 198 and 199 (Common Elements) shall be taken out of the Maintenance Fund. In the event that a unit Owner's property taxes, mortgage, or any other financial obligation of the unit Owner becomes delinquent and may affect the Association's ability to collect its assessments, the Association reserves the right to pay, but shall not be obligated to pay, subject to the approval of the Board of Directors, any outstanding amounts owing, including any costs, fees, attorneys' fees, penalties, or any other amounts necessary to bring the unit Owner's delinquent obligations current. Any amounts paid by the Association resulting from a unit Owner's delinquent obligations shall be levied to the unit Owner as a special assessment.

6. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class Condominium.

7. Easements

- a. Encroachments. In the event that, by reason of the construction, settlement, or shifting of any building, or the design or construction of any Unit any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of the Unit encroaches or shall hereafter encroach upon any part of the Common Elements or any other Unit, or, if by reason of the design or construction of utility systems, any pipes, conduits, etc., serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of each unit and the Common Elements; 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 Owners of the Common Elements if such encroachment occurred due to the willful conduct of said Owner or Owners.
- b. Utility Easements. All public and private utilities, including cable television, serving the Property are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment into and through the Common Elements and the Condominium Units for the purpose of providing utility services to the Property.

- c. **Parking Areas.** The Parking Areas not included in the Units, shall be a part of the Common Elements, and shall be allocated, used and operated in such a manner and subject to such rules and regulations, including the charging of a parking fee, as the Board of Directors may prescribe from time to time. Parking spaces in the Parking Areas shall be maintained as required from time to time by the Board. The Board shall at all times insure reasonable means of access to each and all such Parking Spaces from the private roadways within the Condominium and from public roads outside of the Condominium.
- d. **Walkway Easements.** All Unit Owners, their guests and invitees are hereby granted perpetual nonexclusive easements for the purpose of pedestrian traffic only on and over those areas delineated on the plat as walkway easements. This specifically excludes bikes and golf carts.
- e. **Easement of Access.** There is hereby reserved to each and all Unit Owners, and their respective successors and assigns, perpetual nonexclusive easements over the Common Elements for ingress and egress to each Unit an insuring a right of access between each and all units and the public roads; each and all of which easements shall be appurtenant to, and pass with the title to, the respective Unit to which said easement or responds, whether or not said easement is expressly mentioned in a deed or deeds of conveyance. The location and said use of easement shall be subject to the rights and powers of the Board of Directors in this Declaration set forth; provided, however, that such rights and powers be construed or exercised in a manner which deprives any Owner of a Unit, of ingress and egress to such Unit or of access between such Unit and public roads.
- f. **Service and Maintenance Easements.** It is hereby reserved for the benefit of all Unit Owners, and their respective successors and assigns, perpetual, nonexclusive easements over the Common Elements for ingress and egress to the Common Elements and each Unit in order to provide and serve the entire development with garbage and refuse pickup, mail service, police and fire protection as well as the necessary and miscellaneous maintenance services of the Common Elements by the Property Owners Association and /or those persons appointed or hired by the Property Owners Association to perform said functions.
- g. **Easements to Run with Land.** All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall insure to the benefit of and be binding on the Association, and any Owner, purchases, mortgagee, and other person having an interest in the Property, or any part or portion thereof.
- 8. **Damage and Destruction.** In the event any property is damaged or destroyed:
 - a. If the damage is only to those parts of a Unit which the Unit Owner has the responsibility to maintain as provided herein, and there is no insurance coverage on the Association's policy, the Unit Owner shall be responsible for the repair.

b. Otherwise, the duty, authority, and responsibility to rebuild, repair or restore shall be borne solely by Association unless within ninety (90) days of the date of the damage or destruction the Association determines by affirmative vote of at least seventy-five percent (75%) of the votes in the Association not to rebuild, repair or restore. In the event the Property is not rebuilt, repaired or restored, the Property shall be subject to the provisions of Sec 703.18 (2) (b), Wisconsin statutes.

c. Any and all damage and destruction resulting from the actions or inactions of one or more Unit Owners, their designees, or guests resulting in an insurance claim, will be the responsibility of the Unit Owner. That responsibility is for the deductible of said policy claim.

d. No Unit Owner, lessees, designees, or guests shall store or bring onto the Association Property any hazardous substances.

Article V

Covenant and Restrictions (Was VI, A)

A. Intent of Covenant and Restrictions

The covenants and restrictions herein shall apply in their entirety to any Units in the Willow Run R.V. Condominium Resort Plat as recorded. It is the intention of these covenants and restrictions to maintain aesthetic harmony for the benefit and protection of the Unit Owners of the Units in the Condominium and to provide architectural protection and control of the Units and Common Elements and their use. It is further the intent of these covenants and restrictions that no part of the Property shall be used for other than camping and related recreational purposes for which the Property was designed and according to the Conditional Use Permit issued by Walworth County. Each Unit shall be used as a campsite for a single family, or such other purposes as permitted by this Declaration and for no other purpose.

B. Unit use

1. No recreational vehicles located on a Unit shall be occupied on a continuous year-round basis or utilized as a permanent abode or legal place of residence.

2. The individual Units are to be used for camping purposes. Recreational vehicles shall be located on the Units for that purpose. The recreational vehicles as located on the Units shall be used by the Owner, his family, guests, or lessees at the Unit with his permission. "Recreational vehicles" must meet the definition of a recreational vehicle contained in Article 1.

3. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property without prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Property, or which would be in violation of any law.

4. Each Unit Owner shall be responsible for his own insurance for their recreational vehicle and the contents of his recreational vehicle, and his appurtenance, additions and improvements thereto, and decorating and furnishings and personal property therein and his personal property stored elsewhere on the Property and personal liability all to the extent not covered by fire and liability insurance for all the Unit Owners obtained as part of the Common Elements as provided in Article V, A9.

5. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats, or other household ~~pets~~ animals may be kept in Units subject to the rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purposes; and provided further, that any such pet causing or creating a nuisance or unreasonable disturbance, in the sole discretion of the Board of Directors, shall be permanently removed from the Property upon three (3) days written notice from the Board.

6. No noxious, offensive or illegal activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to other Unit Owners or Occupants.

7. No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration or otherwise shall be conducted, maintained, or permitted in any Unit or the Common Elements.

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ARTICLE VI

Covenants and Restrictions as to Use and Occupancy

These restrictions have been adopted to permit the enjoyment of the Condominium by all those authorized to use it. The purchase of a Unit shall constitute acceptance of these restrictions and shall acknowledge a willingness to abide by them.

A. 1. There shall be quiet hours each day as follows: (a) Sunday through Thursday from 10:00 P.M. in the evening until 7:00 A.M. the following morning; (b) Friday and Saturday from 11:00 P.M. in the evening until 7:00 A.M. the following morning. During this time noise and activities which would tend to disturb other Unit Owners or Occupants shall be kept to a minimum.

2. There may be placed within the Unit such items of personal property as are normally used in conjunction with recreational camping including by way of example, picnic tables, folding chairs and grills.

3. No more than one recreational vehicle may be parked in any Unit at one time. Recreational vehicles may only be occupied when located on a Unit, or in an area specifically designated for "Guest Vehicles," said area, if any, to be used by guests of Unit

Owners or potential Unit purchasers pursuant to rules and regulations developed by the Board.

4- All recreational vehicles shall be capable of being moved at any time subject to the disconnection of utility services. Wheels may not be removed from the recreational vehicles, nor may any foundation be built around it, nor may any structure affixing the recreational vehicles to the ground be built.

5. Water, electric and sewer connections may be used only to serve the Unit for which they are a part and may be connected only through approved hook-up procedures to a recreational vehicle parked at a Unit.

6. Owners are responsible to keep and maintain their Unit, Unit improvements and personal property thereon in a neat, clean, sanitary and orderly condition. This shall include the cutting and trimming of all lawns and grasses, except for the grassy terrace area located on certain Units which are determined to be aesthetically important to the entire development, the cost of said cutting and trimming of these terrace areas to be paid for as a Common Element expense. Owners are further responsible for the trimming and upkeep of all shrubs and trees so as not to have said shrubs and trees cause a nuisance to other Unit Owners or a nuisance on the Common Elements. If any lawn or grass area exceeds 6" or if in the discretion of the Board any tree or shrub causes a nuisance as prohibited herein, the Board may cut or trim the same and charge the cost thereof to the offending Unit.

7. Personal property shall be stored on an approved patio, deck, or storage building when the Unit is unoccupied for more than one day.

8. A fire extinguisher is required to be kept in each recreational vehicle.

9. No recreational vehicles may be placed on any Unit except on the pad provided for that purpose.

10. Unit Boundary markers shall not be moved, removed, or damaged.

11. Garbage and rubbish must be disposed of using the strategically located containers. Garbage, rubbish, leaves, etc., may not be burned but must be disposed of as required herein. Refuse may be stored on the Units in uniform garbage cans bearing the Unit number and of a design approved by the Board of Directors while the Unit is being occupied; however, if the Unit Occupant shall leave the Unit for a greater period than one day, garbage and rubbish must be removed to the strategically located containers.

C. Unit Improvement

1. In General: There may be no improvement to a Unit which in any manner hinders the use of another Unit or the Common Elements of the Condominium or which in any way

interferes with the provision of services to any Unit, or in any way reduces, adds to or alters any screening requirements.

2. Contour Improvement: There shall be no contour improvements made on any Unit, without Board approval.

3. Plants, Trees, and Shrubs: Trees, shrubs and plants may be planted on any Unit, except on the grassy terrace area or the rocky terrace area thereof. Said plantings shall not create a nuisance or infringe on any other Unit, or the Common Elements.

4. Concreting or Black Topping of Gravel Recreational Vehicle Pad:

The pad upon which a recreational vehicle is to be located may be improved with concrete or black top. In any event, the size of the pad shall not be increased from the size of the original pad provided for the Unit Owner without approval of the Board of Directors.

5. Fences: There shall be no fences allowed on any unit. Decorative fences around air conditioners are allowed. Dog fences must be removed during the non-camping season.

6. All Gardens must be kept neat and orderly.

7. Fire Pit: There shall be not more than one fire pit per Unit. Fire pits shall be of a uniform size and construction and approved by the Board of Directors. Fire pits shall not be located closer than fifteen (15) feet from any Unit boundary. Fires must be totally extinguished when not personally attended. Fires must be kept at least twenty (20) feet from LP gas bottles. ACC form is needed.

8. External Lights: Permanent external lighting is allowed; however, permanent external lights may not exceed three (3) feet in height nor be placed more than three (3) feet above the ground. Permanent external lights ~~must be of the "mushroom" variety and must~~ be approved by the Board of Directors as to site and construction. Lighting located on or as a part of a recreational vehicle is permitted; however, it shall not create a nuisance to any other Unit Owners or Occupants. ACC form is required.

9. Storage Buildings: Unit Owners may have on their units a storage building. Storage Shed shall be approved by the Board with an ACC form as to their site, height, and size.

10. Screened Enclosure: Unit Owners may erect on their Units a screened enclosure or a similar type of auxiliary structure for individual use as a porch or patio. Such structure may have a floor area not to exceed existing unit RV. All screened enclosures must be approved by the Board.

11. Patios and Decks: Concrete patios and wooded decks are permitted. Patios and wooden decks though shall be approved by the Board as to the size, width and exterior design along with the county codes and Willow Run Rules and Regulations.

12. Clothes lines: Permanent clothes lines shall be prohibited. Portable lines of the umbrella type, approved by the Board, can be used but must be taken down when not in use.

13. Boundaries: Except as provided or otherwise limited, no improvement may be placed or located within ten (10) feet of the boundary of any Unit.

14. Stairways: Certain stairways have been installed over Limited Common Elements of the Property. These stairways may not be modified or changed as to their placement or construction except that the stairways may be repaired in a manner consistent with their original placement and construction. These stairways are provided for the sole use of the properties which they are adjacent to. The obligation to maintain and repair said stairways being the joint obligation of the Unit Owners whose properties are served by said stairways.

15. Beaches: There shall be no additional beaches or beach area added to the Units. In addition, there shall be no permanent structures erected on the lake front portion of any Unit. No Owner of a lake front Unit shall plant any type of vegetation in the rock terraces adjacent to the lake frontage which is part of a Unit, nor shall any lake front Unit Owner use any spray or weed killer in order to rid the beach areas of weeds, etc., except for those sprays or weed eradicators approved by the Board of Directors.

16. Rocky Terrace Area: In addition to the other limitations contained herein the rocky terrace areas shall not be disturbed in any way nor shall any structure be built, erected or constructed therein or thereon.

17. Other Limitations: All improvements to any unit other than natural plantings must be factory constructed and no homemade or individually designed improvements shall be allowed unless the plans are approved by the Board and the ACC Committee. Improvements may be of a prefabricated type and if constructed on site, must be completed in a workmanlike manner.

D. Common Elements

1. Roadways within the Common Elements are to be kept clear and unobstructed at all times. No parking is allowed on the roadways. That could impede on Emergency Vehicles or Regular traffic in the park.

2. Speed limit on all roadways in the campground is fifteen (15) miles per hour for all Motorized Vehicles, battery items, e-bikes, and electrical modes of conveyance. Personal safety equipment strongly recommended.

3. Cars, vans, light trucks, motor vehicles used to tow a recreational vehicle and street legal motorcycles and other motor driven cycles/vehicles shall be allowed in the Property for the purposes of providing ingress and egress to the Condominium.

4. ATVs mini-bikes, snowmobiles or other motorized apparatus are not allowed to be operated, except that such apparatus are allowed on the Property if and only if stored on a trailer and placed in an approved parking area, except that street legal motorcycles licensed for operation on the public highways and operated by a licensed driver may be used and parked in the same manner for the purpose of providing ingress and egress to the Condominium.

5. Golf Carts are allowed and may be used on the Property.

6. Boats and trailers and Recreational Vehicles may not be stored on any Unit or Common Elements during the camping season except they may be stored in an approved Parking Area designated for the storage of boats and trailers. During the off season these may be parked on your unit/lots.

7. Inoperable vehicles located anywhere within the Condominium shall be promptly removed by their Owners.

8. No person may cut or remove any trees or vegetation from any part of the Common Elements nor alter its existing topography and drainage. The Board may permit trimming or removal of small vegetation adjacent to the Units and located in the Common Elements, if necessary, for the reasonable use and enjoyment of the Units.

9. No piers may be erected on any lake within the Condominium.

10. No boats, motors or motorized amphibious recreational vehicles of any type are allowed on any of the lakes with the exception of maintenance vehicles, emergency vehicles necessary for rescue purposes and small on motorized paddle boats provided by the Association.

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

13. Specific rules for the use and enjoyment of particular facilities such as swimming pools, parks, beaches, tennis courts, recreational vehicles, and playgrounds are to be posted at each site. Such specific rules shall be adopted by the Board.

E. General Covenants and Restrictions

1. All vehicular access to the Units shall be by road only from County Highway ES.

2. An emergency exit is denominated on the Plat. This exit is to be used only in case of an emergency by the Unit Owners as an exit from the Property. Government approved

emergency vehicles may use this exit for both ingress and egress as required in order to provide services to the Condominium.

3. No "For Sale" or "For Rent" signs, advertising or other display shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined and maintained or permitted in writing by the Board or specifically allowed in the Rules and Regulations.

ARTICLE VII

Sale, Leasing, Rental or other Alienation

1. Right of First Refusal on Conveying. No Unit Owner shall, at any time, sell, convey, lease for a period of more than one (1), camping season, gift or give away any Unit without first complying with the provisions herein after contained in this paragraph unless the recipient of said Unit is related by blood or marriage to the Owner, is a co-owner, a member of the partnership which is the Owner of a Unit, or a shareholder in a corporation which is the Owner of a Unit. No such sale, lease or alienation shall be made unless the Board is given no less than thirty (30) days prior written notice of the terms of any proposed bona fide sale, lease or other alienation, as evidenced by a bona fide written document of purchase, sale lease or other alienation, together with the name and address of the proposed purchaser, lessee or alienee. The Association shall, at all times, have the first right and option to purchase or lease such Unit upon the terms as evidenced by such bona fide document, which option shall be exercisable for a period of thirty (30) days following the date of receipt of the written notice of the proposed sale lease or alienation. If said option is not exercised by the Association within said thirty (30) days, the Owner may, at the expiration of said thirty (30) day period, contract to sell, lease or gift such Unit to the proposed purchaser or lessee or donee named in such notice, but only to such purchaser or lessee or donee upon the terms specified therein.

2. Leasing of Units. All Unit Owners, shall, when leasing units, execute leases which are approved by the Board of Directors and which include a provision in which the lessee, and all occupants of the Unit leased during the term of the lease, shall comply and obey with all rules and regulations set forth in this Declaration and all rules and regulations promulgated by the Board of Directors provided for herein, as well as the termination provision set forth below. In addition, all lessees and occupants of the leased Unit shall be fully subject to the rules and regulations of this Declaration and those promulgated by the Board under authority of this Declaration. The lessor of any Unit shall have the primary responsibility for enforcement of the rules and regulations aforementioned. Upon violation of the rules and regulations aforementioned, the Board shall have the authority to terminate the lease upon notice of no less than seven (7) days. The Board may not, however, promulgate any rules and regulations that restrict or prohibit the leasing of Units, other than those set forth in the Declaration. Nothing in this section shall be construed to limit the rights of the Board to proceed with any remedies provided for breach of covenants, restrictions, and regulations as provided in Article VIII of this Declaration. Unit Owners are subject to the additional restrictions in Section 8 below.

3. Exercise of Option. The Board shall not exercise such option unless and until it has notified the Owners of all the Units, (other than the affected Unit) of its intent to exercise such option, which notice will specify that written objections must be filed within ten (10) days after the date of transmittal of said notice. If Owners of more than twenty-five percent (25%) of all the Units (excluding the affected Unit) serve objections in writing to the exercise thereof within said ten (10) days, the option shall not be exercised.

4. Release of Waiver of Option. Upon written consent of the Board, any of the options or rights of first refusal contained in this Article VII may be released or waived and the Unit Ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, or given free and clear of the provisions of this Article.

5. Proof of Termination of Option. A certificate executed and acknowledged by the acting Secretary of the Board stating that the provisions of this Article VII as hereinabove set forth have been met by a Unit Owner, or duly waived by the Board and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the Unit Owners in favor of all persons who rely thereon in good faith and a certificate shall be furnished to any Unit Owner who has in fact complied with the provisions of this Article of in respect to whom the provisions of this Article have been waived upon request

6. Financing of Purchase Under Option

a. Except as otherwise herein provided, acquisition of Unit Ownerships or any interest therein under the provisions of this Article shall be made from the Maintenance Fund. If said Fund is insufficient, the Board shall levy an assessment against each Unit Owner in the ratio that his percentage of Ownership in the Common Elements bears to the total of all such percentages applicable to Units subject to said assessment, which assessment shall become a lien and be enforceable in the same manner as provided in paragraph B7 of Article V hereof.

b. The members of the Board, in their discretion, may borrow money to finance the acquisition of any Unit Ownership or interest therein authorized by this Article; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit Ownership or interest to be acquired.

7. Title to Acquired Interest. Unit Ownerships or interests therein acquired pursuant to the terms of this Article shall be held of recording the name of the Association. Said Unit Ownerships or interests therein shall be sold or leased by the Board in such a manner as it shall determine without complying with any of the foregoing provisions relating to options or rights of first refusal.

8. Rental of Units. All Unit Owners, shall, when renting Units, execute a rental agreement that is approved by at least one (1) Board Member, and include a Rental Information Form, and a notarized Residency Compliance Notice. The renter and all occupants of the Unit rented during the term of the Rental Agreement, shall comply and obey with all rules and regulations promulgated by the Board of Directors provided for herein, as well as the termination provision set forth below. In addition, all renters and occupants of the rented Unit shall be fully subject to the rules and

regulations of this Declaration and those promulgated by the Board under authority of this Declaration. The renter of any Unit shall have the primary responsibility for enforcement of the rules and regulations aforementioned. Upon violation of the rules and regulations aforementioned, the Board shall have the authority to terminate the Rental Agreement immediately. The Board may not, however, promulgate any rules and regulations that restrict or prohibit the renting of Units, other than those set forth in this Declaration. Nothing in this section shall be construed to limit the rights of the Board to proceed with any remedies provided for breach of covenants, restrictions, and regulations as provided in Article VIII of this Declaration. Rentals are allowed between the April 15 and October 15 only.

9. Rent Diversion. In the event that the Unit Owner of a rented Unit should become delinquent in payment of the monthly assessment for that Unit, the Board will have the right to divert a portion of the rental proceeds from the renter, for that same month, to offset the full or partial shortfall.

10. Rental Cap. The maximum number of Units that can be rented at any given point in time shall be capped at ten percent (10%) or twenty five (25) Units.

ARTICLE VIII

Remedies for Breach of Covenants, Restrictions and Regulations

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

a. To enter upon that part of the Property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass: or

b. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum legal rate until paid, shall be charged to and be assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien for all of the same upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise by the Board.

c. 2. Claims and Remedies.

a. Owner Claims: Mediation and Arbitration Requirements. In the event that a Unit Owner or resident has a claim to assert against the Association or any member of the Board where the claim relates to or arises from the member's service on the Board, that claim

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must be submitted to binding arbitration, with Resolute Systems, Inc. or such other arbitrator or arbitrator facility agreed to by the parties, or by the chief judge of the county if the parties can't agree upon an arbitrator and Resolute Systems, Inc. is no longer in business or has a conflict. The unit owner(s) and the Association shall each pay half the cost of the arbitration. Such claims must be commenced with the arbitrator within one year of the date that the Unit Owner or resident knew or should have known of the underlying facts giving rise to the claim. Such claims may also be submitted to non-binding mediation before or during arbitration at the election of the claimant, with both sides paying half the cost of the mediator. The Association shall also have the option of arbitrating a claim against a Unit Owner (any non-assessment collection and non-declaratory judgment-related claim) using the same procedure above. With respect to any claim against the Association, the claim shall be limited to general damages; all unit owners and residents waive any claim for consequential or incidental damages.

- b. Attorney's Fees. The prevailing party in any claim brought by or against the Association or a Director by a Unit Owner or resident shall be entitled to recover their attorney's fees and costs. In addition, for any claim that is mediated or arbitrated as set forth above, the Association is entitled to recover its pre-mediation and/or pre-arbitration attorney's fees and costs if it is ultimately the prevailing party.

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- c. Damages. The Association may assess a Unit Owner the actual damages the Association incurs from the Unit Owner's (its residents, occupants, or guests) failure to abide by the Condominium Declaration, Bylaws, or Rules and Regulations (the "Condominium Documents"). Where appropriate, the Association may also fine for violations of the Condominium Documents, and a schedule of progressive fines shall be set forth in the Rules and Regulations. There shall be a Grievance Procedure set forth in the Rules and Regulations, whereby a Unit Owner may contest the alleged violation. The decision of the Grievance Committee is final and binding. The Association may also assess to the Unit Owner interest and late fees on unpaid fines and assessments, as well as attorney's fees and costs incident to the Unit Owner's failure to abide by the Condominium Documents.

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ARTICLE IX

Liability of the Board of Directors and the Association

1. The members of the Board of Directors, other Officers their respective agents managers, committee members, volunteers, and employees, shall not be personally liable to the Unit Owner or others for any mistake of judgement or for any acts or omission made in good faith as such Board members or otherwise in exercise of the powers herein vested in the

Board. The Unit Owners shall indemnify and hold harmless each of the members of the Board of Directors, other Officers, their respective agents managers ,committee members, volunteers, and employees, against all contractual liability to others arising out of contracts made by the Board of Directors, on behalf of the Owners unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Directors, or out of aforesaid indemnity in favor of the members of the Board of Directors, and or out of the aforesaid indemnity in favor of the members of the Board of Directors, other Officers, and their respective agent managers, committee members, volunteers, and employees, shall be limited to such proportion of the total liability thereunder at his percentage of interest in the Common Elements bears to the total percentage of all the Unit Owners in the Common Elements. Every agreement made by the Board of Directors, on behalf of the Unit Owners, shall provide that the members of the Board of Directors, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Owners) and that each Unit Owner's liability thereunder shall equal to his percentage of Ownership in the Common Elements.

2. The Association liabilities shall be limited solely to General damages resulting from a willful breach of its trust with the membership. General damages refer to harm which arises directly or indirectly from wrongdoing, for example: pain and suffering, loss of consortium, and emotional trauma. The Association shall be indemnified and will not be held responsible for any claims from the Unit Owners and Residents for Consequential or Incidental damages. Consequential damages refer to irregular damages such as: reputational damages and loss of goodwill. Consequential damages compensate for the foreseeable consequences which may result from the breach. Incidental damages refer to damages awarded to a wronged party based on costs associated with a loss of value due to the offending party's failed or deficient performance. Incidental damage compensates for the costs associated with keeping anymore damage from occurring.

Article-X

General-Provisions

1. In the event for any reason, the Condominium form of ownership is terminated, then and only then, each Owner, and his successors and assigns, whether voluntary or involuntary, of all or any part of the Property described on the plat shall, regardless of any requirements herein to the contrary, have the legal and financial obligation to either operate and maintain a lawful, private sewage system or to belong to an association which has such responsibility; or, to have the services of a municipal sanitary district or private public utility which is charged with the operation of a lawful, private sewage system.

2. Upon written request to the Board, the holder of any duly recorded mortgage against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Unit Owner whose Unit Ownership is subject to such mortgage or trust deed.
3. There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the Property is withdrawn from those terms or from the terms of the applicable state statutes.
4. Notices provided for in this Declaration and in the Act shall be in writing, The Board at the address of the Registered Agent as stated on file with the Wisconsin Department of Financial Institutions; and to any Unit Owner at the address of the Unit at which his Unit is located (indicating thereon the number of the respective Unit), or at such other address as herein provided. At the time of recording this Restated Declaration, the Association's Registered Agent is Henningfield and Associates LLC 850 N WISCONSIN ST PO BOX 170 ELKHORN , WI 53121.
5. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
6. The Declaration may amended by an instrument in writing setting forth such changes, signed and acknowledged by the Board, and the written consent of the Unit Owners having at least three-fourths (3/4) of the number of Units, and their first mortgage lender, if any, to the extent required by the Act. Each amendment shall become effective upon recording of such instrument in the office of the Register of Deeds of Walworth County, Wisconsin, provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.
7. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

[Add: signature block for the board with notary]

[Add: Exhibit A, updated legal description with unit listing]

[Add: Exhibit B, units and tax parcel ID numbers]

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