

Lakewood Shores
CONDOMINIUM ASSOCIATION INC

DISCLOSURE MATERIALS

Pursuant to Wis. Stat. 703.33, the Association is providing an Executive Summary regarding Lakewood Shores Condominium Association, INC. (LSCA)

The location of the Condominium is Lakewood Lane, Town of Brothertown, Calumet County, Wisconsin.

The Condominium is governed by the Lakewood Shores Condominium Association, Inc., a Wisconsin Non-Stock Corporation. The Condominium registered agent is Kenneth Scholz. The condominium mailing address of N2341 Lakewood Lane, Chilton, WI, 53014.

Seller Name: _____

Unit No: _____

Agent: _____

Email: _____

For Lakewood Shores Condominium Association:

JON THOMAS
Its: Vice President

Lakewood Shores Condominium Association, Inc.
N2341 Lakewood Lane, Chilton, WI, 53014.
e lakewoodshorescondo@gmail.com
p (920) 418-9478

OVERVIEW

Updated April 2023

CURRENT ASSESSMENTS | LSCA is currently collecting monthly assessments of \$75 per Unit and a reserve assessment of \$100 per Unit.

FUTURE PRIVATE ROAD BUDGETING | LSCA will be issuing a future special assessment for the completion of the private road. Unit owners can expect a future road assessment of approximately \$30,000 or more (per Unit) for repairs and completion. The road is expected to be completed within the next 5 years.

ARCHITECTURAL REVIEW COMMITTEE | LSCA has established building requirements per the Lakewood Shores Declaration and Bylaws as well as an Architectural Review Committee. Unit owners are required to submit building and landscape plans for review and approval before starting construction.

RULES | LSCA has a set of Rules and Regulations for governing the Association.

ANNUAL MEMBERS MEETING | The next annual members meeting will be held on or about the second Thursday in June.

RIGHT OF FIRST REFUSAL | LSCA has the right of first refusal to purchase any property for sale within LSCA.

LAWSUITS | There are no pending lawsuits.

RESERVE FUND | LSCA has established a reserve fund as of 2022.

HISTORY | The current Lakewood Shores Condominium Association, Inc (LSCA) Board of Directors was elected on September 15, 2020. The current LSCA board could not find any records, budgets, minutes, or reserve funds kept by the former association managers and developers prior to the current board election on September 15, 2020. LSCA was established in May of 2003 as a perpetual non-stock corporation.

FEE SCHEDULE

\$50 Disclosure Materials fee

\$50 Unit Transfer fee

\$50 Architectural Review fee

\$0 First Assessment Pay-off Statement / \$25 Second Assessment Pay-off Statement

DISCLOSURE MATERIALS

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.
2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.
3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU HAVE 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS TO CANCEL IN WRITING THE CONTRACT OF SALE OR, IF THE SELLER DELIVERS A COVER SHEET AND INDEX, TO DELIVER A WRITTEN REQUEST FOR ANY MISSING DOCUMENTS. SEE THE INDEX, IF ANY, FOLLOWING THIS INFORMATION TO DETERMINE IF DOCUMENTS ARE MISSING. IF YOU TIMELY DELIVER A WRITTEN REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. YOU HAVE NO FURTHER RIGHT TO CANCEL THE CONTRACT OF SALE BASED ON THE DOCUMENTS UNLESS THE DOCUMENTS ARE MATERIALLY CHANGED.

INDEX

LAKEWOOD SHORES CONDOMINIUM (the “Condominium”) was created by the recording of the Declaration of Condominium with the Register of Deeds in Calumet County, Wisconsin, on May 2, 2003, as Document Number 355374. In compliance with disclosure requirements of the Wisconsin Condominium Ownership Act, this book is provided to each prospective purchaser of a unit in the Condominium, and contains the following documents and exhibits:

1. EXECUTIVE SUMMARY. The executive summary highlights for a buyer of a unit essential information regarding the Condominium. The executive summary begins on page 3.
2. DECLARATION. The Declaration establishes and describes the condominium, the units and the common elements. The Declaration begins on page 8.
3. BY-LAWS. The By-Laws of the Lakewood Shores Condominium Association, Inc., contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws begin on page 36.
4. ARTICLES OF INCORPORATION. The operation of a condominium is governed by the Lakewood Shores Condominium Association, Inc., of which each unit owner is a member. Powers, duties, and operation of an Association are specified in its Articles of Incorporation. The Articles of Incorporation begin on page 49.
5. MANAGEMENT OR EMPLOYMENT CONTRACTS. Certain services may be provided to a condominium through contracts with individuals or private firms. The management and employment contracts begin on page 52.
6. ANNUAL OPERATING BUDGET. The Association incurs expenses for the operation of the Condominium which are assessed to the unit owners. The operating budget is an estimate of those charges, which are in addition to any mortgage and utility payments, if applicable. The projected annual budget begins on page 53.
7. LEASES - NONE. There are no leases involving the Condominium.
8. EXPANSION PLANS - NONE. There is no right to expand the Condominium in the future.
9. FLOOR PLAN and MAP. The condominium is a land condo with no structures and no floor plans. The map of the condominium is shown in the Condominium Plat which begins on page 55.

SECTION 1

EXECUTIVE SUMMARY

Condominium Name: Lakewood Shores Condominium

This Executive Summary was prepared or revised on: FEBRUARY 26, 2024.

This Executive Summary highlights some of the information prospective purchasers are most interested in learning, as well as some of the information they should consider when contemplating the purchase of a residential condominium unit. The following sections either briefly summarize pertinent information or direct prospective buyers to specific documents, sections and/or pages of the condominium materials that discuss a topic in detail. A section identified with an icon may refer a prospective purchaser to specific page numbers or sections of the condominium materials for more information about a topic.

This summary is not intended to replace the prospective purchaser’s review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents or legal advice.

1. Condominium Association Management and Governance

◆ Condominium association name: Lakewood Shores Condominium Association, Inc.

◆ Association address: N2341 Lakewood Lane Chilton, WI 53014

◆ The association is managed:

By the Unit Owners (self-managed) By a management agent or company

◆ Person(s) to be contacted for more information about the condominium:

Kenneth Scholz, Treasurer

N2341 Lakewood Lane, Chilton, WI 53014

(920) 418-9478

lakewoodshorescondo@gmail.com

For condominium document references regarding association governance and a condominium contact person, see: Page 1 and Section 23 of the Declaration; Article VI of the Articles of Incorporation.

2. Parking – Parking within Unit.

◆ Number of parking spaces assigned to each Unit: Number Outside: N/A Inside: N/A

Common Element Limited Common Element Included as part of the Unit

Separate Non-voting Units Depends on Individual Transaction [check all that apply]

◆ Parking fees (include separate maintenance charges, if any) No Yes, \$_ per ____ Other (specify): N/A

◆ Parking assignments reserved or designated on the plat or in the condominium documents: No

◆ Parking spaces assigned to a unit by a separate deed: No Yes

◆ Ability to transfer parking spaces between Unit Owners: No Yes

◆ Describe parking available for visitors: **Within Unit subject to Declaration and By-Laws**

◆ Describe any other parking restrictions: **Rules restrict outdoor parking.**

For condominium document references to parking, see: **Article VIII of the By-Laws.**

3. Pets

◆ Are pets allowed? No YES: **As permitted by local ordinance and subject to Rules and Regulations.**

◆ Pet rules and restrictions: **Pets to be controlled on leash when on Common Elements; no pet breeding or boarding; no nuisance pets; no commercial uses; no animals prohibited by local law or ordinance.**

For condominium document references regarding pet rules, see: Article VIII of the By-Laws.

4. Unit Rentals

◆ May Unit Owners rent out their condominium units? No Yes -- describe the limitations and restrictions on unit rentals: **Units may be rented for a minimum period of 30 days with lease.**

For condominium document references regarding unit rentals, see: Article VIII of the By-Laws.

5. Special Condominium Amenities or Features

◆ Common areas to be used for recreation include open space and walking paths.

◆ Are Unit Owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course: No Yes

For condominium document references regarding special amenities, see: Sections 6, 7 and 11 of the Declaration; Articles VII and VIII of the By-Laws.

6. Unit Maintenance and Repair Responsibilities

◆ A Unit Owner's responsibilities for unit maintenance and repair include: **Maintaining all items within a Unit, including utility connections, landscaping, grass, driveways, walkways and structures.**

For condominium document references regarding unit maintenance and repair responsibilities, see: Section 11 of the Declaration; Articles VI and VII of the By-Laws.

7. Common Element and Limited Common Element Maintenance, Repair and Replacement

◆ Person(s) responsible for common element maintenance, repair and replacement:

Lakewood Shores Condominium Association, Inc.

◆ Repair and replacement of the common elements is paid for by:

Unit Owner assessments

Reserve funds

Both

Other (specify): **Association and its members are responsible for completing the unfinished private road. The road has not been routinely maintained since its installation in 2003 and is missing its final topcoat. Private road repairs and completion will require future assessments to manage these common area costs.**

◆ Person(s) responsible for limited common element maintenance, repair and replacement: **Lakewood Shores Condominium Association, Inc.**

◆ Repair and replacement of the limited common elements is paid for by:

Unit Owner assessments Reserve funds Both For condominium document references regarding common element and limited common element maintenance, repair and replacement, see: Estimated Budget in Section 6 of the Seller Disclosure Materials; Section 11 of the Declaration; Articles VI, VII of the By-Laws.

8. Reserve Funds

◆ Does the condominium association maintain reserve funds for the repair and replacement of the common elements?

No Yes RESERVE AMOUNT **\$23,419 (as of April 24, 2023.)**

◆ Does the association have a Statutory Reserve Account*? No Yes

Note: This amount is current as of the date this Executive Summary was prepared or revised.

For condominium document references regarding this condominium's reserve funds for repairs and replacements, see: Estimated Budget in Section 6 of the Seller Disclosure Materials; Article VI of the By-Laws.

*Note: A "Statutory Reserve Account" is an account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with up to 12 residential units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period has ends, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. A condominium may have other reserve accounts that are not statutory reserve accounts.

9. Fees on New Units

◆ Are there provisions excusing the declarant (developer) from paying assessments or modifying the declarant's obligation to pay assessments for the units still owned by the declarant during the period of declarant control?

Not applicable (declarant control has ended) No Yes

◆ Describe other provisions in the declaration, bylaws, or budget addressing the levying and payment of assessments on units during the period of declarant control: **Not applicable (declarant control has ended)**

For condominium document references to condominium fees during the declarant control period, see: Section 9 of the Declaration.

10. Expansion Plans

◆ Has the declarant (developer) reserved the right to expand this condominium in the future?

No Yes -- number of additional units that may be added through the expansion: _____ units

◆ Expansion period ends: **Not applicable**

◆ Condominium management during the expansion period is by: **Not applicable**

For condominium document references regarding condominium expansion plans, see: Section 21 of the Declaration.

11. Unit Alteration and Limited Common Element Enclosure

◆ Unit Owner may alter a unit or enclose limited common elements: No Yes

◆ Describe the rules, restrictions and procedures for altering a unit: **Unit Owner may build structures and make improvements on a Unit pursuant to Architectural Building Guidelines, Regulations and Restrictions.**

◆ Describe the rules, restrictions and procedures for enclosing limited common elements: N/A

For condominium document references to unit alterations and limited common element enclosures, see: Exhibit B to the Declaration (Architectural Review Committee / Building Guidelines, Regulations and Restrictions).

12. First Right of Purchase

◆ The condominium association has a right of first purchase, also sometimes referred to as a right of first refusal, when a condominium unit is offered for sale: No Yes.

For condominium document references to any first right of purchase held by the condominium association, see: Section 25 of the Declaration.

13. Transfer Fee

◆ The condominium association charges a fee in connection with the transfer of ownership of a unit:

No Yes -- amount charged: \$ 50.00.

- For condominium document references to fees charged in connection with a unit ownership transfer, see: Articles II and VI of the By-Laws.

14. Payoff Statement Fee

◆ Condominium association charges a fee for providing a payoff statement regarding unpaid unit assessments and charges: No Yes \$ No charge for first payoff statement / \$25 for each statement requested w/in 2 months

- For condominium document references to fees charged for payoff statements under Wis. Stat. § 703.335, see: Article VI of the By-Laws.

15. Disclosure Materials Fee

◆ Condominium association charges a fee for providing the condominium disclosure materials a unit seller must provide to a prospective unit buyer: No Yes-- amount charged: \$ 50.00.

- For condominium document references regarding fees charged for providing the condominium disclosure materials, see: Article VI of the By-Laws.

16. Other restrictions or features (optional): Architectural plan review fee of \$ 50.00.

- For condominium document references regarding architectural review fees, see: Exhibit B to the Declaration; Article VI of the By-Laws.

17. Amendments

Condominium materials can be amended in a way that might change the rights and responsibilities of Unit Owners. Wisconsin law allows the Unit Owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter a Unit Owner's legal rights and responsibilities with regard to the condominium unit, including some of the information included in this Executive Summary. Unit Owners and prospective purchasers should review the amendment requirements in the declaration, bylaws, rules and regulations, or other condominium documents.

- For condominium document references regarding condominium document amendment procedures and requirements, see: Section 20 of the Declaration; Articles IV, VI and X of the By-Laws; Article XI of the Articles of Incorporation.

This Executive Summary was prepared and approved on the date stated on page one by:

The Lakewood Shores Board

Instructions for Completing the Executive Summary. The Executive Summary is one of the condominium disclosure documents that must be furnished to a prospective purchaser of a residential condominium unit. The Executive Summary addresses the topics set forth in Wis. Stat. § 703.33(1)(h) in clear, plain language or by indicating the location within the disclosure materials where the information may be found. The Executive Summary must state the date on which it is prepared or revised. It shall be revised whenever a change in the condominium materials necessitates a corresponding revision to the Executive Summary. The preparer of the Executive Summary should consult an attorney with any questions concerning preparation of the Executive Summary.

Executive Summary Legal Requirements. Per Wis. Stat. § 703.33(1m), the declarant (developer) or the association is responsible for preparing the Executive Summary and revising it whenever a change is made in the disclosure materials that necessitates a corresponding revision to the Executive Summary. An Executive Summary must appear in the condominium disclosure materials directly following the index [Wis. Stat. § 703.33(2)], and must be attached as an addendum to the real estate condition report that a seller gives to a prospective purchaser, generally before the prospective purchaser writes an offer to purchase [Wis. Stat. § 709.02]. An Executive Summary may not be required as part of the disclosure materials for a “small condominium” (up to twelve residential units), depending upon the elections made in the declaration [Wis. Stat. § 703.365 (1) & (8)].

**CAUTION: NEITHER REAL ESTATE LICENSEES NOR UNIT OWNERS SHOULD
COMPLETE THIS FORM!**

SECTION 2

**AMENDED AND RESTATED DECLARATION
OF CONDOMINIUM**

FOR

LAKEWOOD SHORES CONDOMINIUM ASSOCIATION, INC

Amended and Restated
Declaration of Condominium

Document Number

Document Title



8 1 3 0 2 8 5
Tx:4093284

DOCUMENT # 564225

**TAMARA ALTEN
REGISTER OF DEEDS
CALUMET COUNTY, WI
09/13/2021 10:32 AM
RECORDING FEE: 30.00
OF PAGES: 28**

For Amended Lakewood Shores Condominium

This document amends and replaces prior recorded documents having document numbers 355374 and 357659.

All required consents and approvals have been obtained as required to record this Amended and Restated Declaration of Condominium.

Association Parcels:

004-0563-00000CN-008-0-171800-06-0000
004-0563-00RD10A-008-0-171800-06-0000
004-0563-000WK0A-008-0-171800-06-0000

Individual Condominium Unit Parcels:

Unit 1: 004-0563-000010A-008-0-171800-06-0000
Unit 2: 004-0563-000020A-008-0-171800-06-0000
Unit 3: 004-0563-000030A-008-0-171800-06-0000
Unit 4: 004-0563-000040A-008-0-171800-06-0000
Unit 5: 004-0563-000050A-008-0-171800-06-0000
Unit 6: 004-0563-000060A-008-0-171800-06-0000
Unit 7: 004-0563-000070A-008-0-171800-06-0000
Unit 8: 004-0563-000080A-008-0-171800-06-0000
Unit 9: 004-0563-000090A-008-0-171800-06-0000
Unit 10: 004-0563-000100A-008-0-171800-06-0000
Unit 11: 004-0563-000110A-008-0-171800-06-0000
Unit 12: 004-0563-000120A-008-0-171800-06-0000
Unit 13: 004-0563-000130A-008-0-171800-06-0000
Unit 14: 004-0563-000140A-008-0-171800-06-0000
Unit 15: 004-0563-000150A-008-0-171800-06-0000

Legal description appears on Exhibit D.

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

Recording Area

Name and Return Address

Jonathan Sopha
Turke & Strauss LLP
613 Williamson Street #201
Madison, WI 53703

See at Left

Parcel Identification Number (PIN)

TABLE OF CONTENTS

Section	Page # (Declaration / Disclosure)
1. Statement of Amended and Restated Declaration	3/11
2. Name and Address	4/12
3. Expandable Condominium	4/12
4. Legal Description (also see Ex. D)	4/12
5. Definition and Description of Units	4/12
6. Common Elements and Facilities	6/14
7. Limited Common Elements	6/14
8. Ownership of Unit and Percentage of Ownership in Common Elements and Limited Common Elements	7/15
9. Association of Unit Owners	7/15
10. Purposes for Units	8/16
11. Repairs, Maintenance and Restrictions	8/16
12. No Subdivision	10/18
13. Destruction and Reconstruction	10/18
14. Insurance	10/18
15. Liability for Common Expenses	11/19
16. Partition of Common Elements Prohibited	11/19
17. Conveyance to Include Interests in Common Elements and Limited Common Elements	12/20
18. Easements, Reservations and Encroachments	12/20
19. Rights of Action; Failure of Association to Insist on Strict Performance Not Waiver	12/20
20. Amendments to Declaration	13/21
21. Expansion of Lakewood Shores Condominium	14/22
22. Notices	14/22
23. Resident Agent	14/22
24. Mortgagee Rights	14/22
25. Right of First Refusal	15/23
26. Number and Gender	15/23
27. Captions	16/24
28. Severability and Assignment	16/24
Ex. A Summary of Mortgage Lender Approvals	17/25
Ex. B Architectural Review and Building Guidelines	18/26
Ex. C Amended Plat for Lakewood Shores Condominium	25/33
Ex. D Legal Description	28/36

Lakewood Shores Condominium Association, Inc.
Attn: Kenneth Scholz
N2341 Lakewood Lane, Chilton, WI, 53014

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM**

FOR

AMENDED LAKEWOOD SHORES CONDOMINIUM

THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM (“Declaration”) is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the “Act”) the 10th day of April, 2021 by the Lakewood Shores Condominium Association, Inc (“Association”).

WHEREAS, the original Declaration of Condominium (“Initial Declaration”) for Lakewood Shores Condominium (“Condominium”) was dated March 31, 2003, and recorded on May 2, 2003 as Document No. 355374 in the offices of the Calumet County Register of Deeds;

WHEREAS, the Initial Declaration was amended by Lakewood Shores, LLC, the Declarant for the Condominium, pursuant to an Amended Declaration of Condominium recorded on June 2, 2003 as Document No. 357659 in the offices of the Calumet County Register of Deeds (“Amended Declaration”), whereby the original Plat for Lakewood Shores Condominium, recorded on May 2, 2003 as Document No. 355375 in the offices of the Calumet County Register of Deeds (“Original Plat”), was replaced by an Amended Plat for Lakewood Shores Condominium, recorded on June 2, 2003 as Document No. 357660 in the offices of the Calumet County Register of Deeds (“Amended Plat”);

WHEREAS, the members of the Association proposed amendments to the Amended Declaration (“Amendments”) at duly noticed and convened members meetings held on September 15, 2020, October 22, 2020, and November 11, 2020;

WHEREAS, 2/3 of the unit owners in the Condominium approved in writing the Amendments and this Amended and Restated Declaration of Condominium, with such approval evidenced by written consent delivered by unit owners and tabulated by the Association Board; and

WHEREAS, the Association has followed mortgage lender consent procedures described in Section 703.09 of the Wisconsin Statutes, and has obtained all necessary approvals from first mortgage lenders affected by the Amendments and this Amended and Restated Declaration of Condominium, a summary of approvals attached hereto as Exhibit A.

NOW THEREFORE, Lakewood Shores Condominium Association, Inc. does hereby amend and restate the Amended Declaration for the purpose of integrating all of the provisions of the Amended Declaration and the recently adopted Amendments, and does hereby resubmit the lands described herein, which are part of the Amended Plat, to the terms, covenants, conditions, easements and restrictions hereof which shall be covenants running with the Condominium property and binding on all existing and future owners, and all others having an interest in the Condominium lands or occupying or using the Condominium property.

1. STATEMENT OF DECLARATION.

The purpose of this Declaration is to submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership in the matter provided by the Act and this Declaration. All provisions hereof shall be deemed to run with the land comprising the Condominium (“Property”) and shall constitute benefits and burdens to the owners of units of the Condominium, their successors and assigns, and to all parties hereafter having any interest in the Property. In addition to the various provision set forth below, this Declaration is intended to maintain and enhance property values and amenities of Lakewood Shores Condominium, to protect the quality of life of the Unit Owners, and to create and preserve a quality waterfront community.

2. NAME AND ADDRESS.

The real estate described in Section 4 and all buildings and improvements thereon and thereto shall be known as Lakewood Shores Condominium. The location of the Condominium is Lakewood Lane, Town of Brothertown, Calumet County, Wisconsin.

3. EXPANDABLE CONDOMINIUM.

This Condominium shall not be expanded.

4. LEGAL DESCRIPTION.

The following described real estate, also described in the Amended Plat for Lakewood Shores Condominium attached for reference purposes ("Amended Condominium Plat"), is hereby subjected to the provisions of this Declaration:

PART OF GOVERNMENT LOT 8, TOWNSHIP 17 NORTH, RANGE 18 EAST, TOWN OF BROTHERTOWN, CALUMET COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 8; THENCE NORTH 89° 39'14" WEST, ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 8, 2429 FEET MORE OR LESS TO THE SHORELINE OF LAKE WINNEBAGO; THENCE NORTHWESTERLY, ALONG SAID SHORELINE, 1453 FEET MORE OR LESS TO THE NORTH LINE OF SAID GOVERNMENT LOT 8; THENCE SOUTH 88° 54' 51" EAST, ALONG SAID NORTH LINE, 903 FEET MORE OR LESS; THENCE SOUTH 00° 59' 52" WEST, 484.70 FEET; THENCE SOUTH 89° 54' 36" EAST, 94.30 FEET; THENCE SOUTH 01° 01' 37" WEST, 788.13 FEET; THENCE SOUTH 89° 39' 14" EAST, 1929.78 FEET TO THE EAST LINE OF SAID GOVERNMENT LOT 8; THENCE SOUTH 01° 02' 22" WEST, ALONG SAID EAST LINE, 70.00 FEET TO THE SOUTH LINE OF SAID GOVERNMENT LOT 8 AND THE POINT OF COMMENCEMENT.

5. DEFINITION AND DESCRIPTION OF UNITS.

When used in this Declaration, unless the context shall otherwise expressly require, the following words shall have the following respective meanings, and all definitions shall be applicable to the singular and plural forms of such terms:

5.00 Act. The Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes.

5.01 Architectural Review Committee. The Architectural Review Committee shall oversee plan approval, and the construction of improvements and perform such other functions on such terms as the Lakewood Shores Condominium Association, Inc. and its Board shall from time to time determine, including administering Building Guidelines, Regulations and Restrictions as set forth on Exhibit B.

5.02 Assessment. A share of the Common Expenses, as hereinafter defined, and other charges from time to time assessed against a Unit and the respective Unit Owner by the Lakewood Shores Condominium Owner's Association, Inc., as hereinafter defined, in accordance with the terms of this Declaration.

5.03 Association. Lakewood Shores Condominium Association, Inc., a Wisconsin non-stock corporation formed pursuant to this Declaration.

5.04 Board of Directors. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Lakewood Shores Condominium Association, Inc.

5.05 Building. Any structure, as hereinafter defined, having a roof supported by columns or walls used or intended for the shelter or protection of persons or property of any kind.

5.06 Common Expenses.

(a) All sums assessed against a Unit, as hereinafter defined, and the respective Unit Owner, as hereinafter defined, by the Lakewood Shores Condominium Association, Inc., as hereinafter defined.

(b) All expenses declared to be Common Expenses by the Act or by this Declaration.

5.07 Condominium Property. The real estate parcel designated in Section 4 above and depicted on the attached Exhibit C and all buildings, structures, improvements, and other permanent fixtures of whatsoever kind now or at any time hereafter placed upon it, together with all rights, obligations and easements appurtenant thereto which are by this Declaration made subject to the provisions of the Act.

5.08 Declarant. Lakewood Shores, LLC, or any successor in title to Declarant's interest in the Condominium Property, and any other assignee or successor of Declarant who (1) as an assignee of the Declarant, accepts the assignment therein made by the Declarant of those rights and powers of Declarant contained in this Declaration, and (2) assumes and agrees to be bound and perform those obligations of the Declarant contained in this Declaration with respect to all or such of those units within the Condominium as may be legally described in any such interest of assignment, acceptance and assumption.

5.09 Declaration. This instrument by which the Amended Condominium Plat is subjected to the provisions of the Act, and all amendments and supplements here recorded in the Office of the Register of Deeds for Calumet County, Wisconsin.

5.10 Improvements. Any building, any structure, as hereinafter defined, or any alteration whatsoever to the exterior of any building or any structure, or any alteration whatsoever of the surface, grade or contour of any land within the Condominium Property.

5.11 Occupant. A person, as hereinafter defined, in lawful possession of a Unit, as hereinafter defined, other than the Unit Owner, as hereinafter defined, of such Unit.

5.12 Percentage Interests. The appurtenant, undivided interest of Unit Ownership, as hereinafter defined, in the Common Elements, as hereinafter defined, expressed by a percentage and calculated by dividing (a) the number "one"(1) by (b) the total number of Units is, as hereinafter defined, in the Condominium as set forth on the Amended Condominium Plat attached hereto as Exhibit C. For purposes of this Declaration, the percentage interest of all Unit Owners of the Condominium shall be 6.667% for each Unit, except for Unit 15, the percentage interest of which shall be 6.662%.

5.13 Person. A natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

5.14 Amended Condominium Plat. The Amended Plat for Lakewood Shores Condominium attached hereto as Exhibit C and made a part hereof depicting the Condominium Property, the Units, the Single-Family Residence Grounds, and the Common Elements of the Lakewood Shores Condominium.

5.15 Residence. One or more rooms within a building, designed to be used by one family exclusively for an independent dwelling and for purposes accessory thereto.

5.16 Setback Area. That portion of a Unit located outside of the Single-Family Residence Grounds but within the boundaries of a Unit as shown on the Amended Condominium Plat. This area shall be left in its natural state and no improvements shall be constructed, erected, placed or permitted thereon, except an access driveway and the utility lines serving the Unit Owner Improvements located within the Unit. No structure shall be placed closer than 90 feet from the ordinary high water mark of Lake Winnebago, except that docks and boat hoists may be placed upon the bed of Lake Winnebago upon the prior express written consent of the Association. No Building shall be placed closer than 35 feet from the road or closer than 90 feet to shoreline. The area between Buildings shall be a minimum of 30 feet, and not less than 15 feet on either side of the boundary line between adjacent Units.

5.17 Single-Family Residence. A building containing only one (1) residence.

5.18 Single-Family Residence Grounds. That parcel of land, within a Unit including the surface and subsurface thereof, within the Condominium Property upon which a Single-Family Residence and other appurtenant improvements thereto may be constructed, the exclusive use of which is restricted to the Unit and Unit Owner of that Unit upon such land. The boundary lines of the Single-Family Residence Grounds for each Unit are shown on the Amended Condominium Plat.

5.19 Structure. Anything whatsoever which is either constructed, erected, or installed in or upon the Condominium Property, including, but not limited to, a building and a sidewalk and a driveway providing access thereto.

5.20 Unit. A part of the Condominium Property as shown on the Amended Condominium Plat being a cubicle of air having vertical sides formed by the planes extending upward from the surface boundary lines of the Unit, having a lower side formed by the surface of the Unit, and having an upper side thirty-five (35) feet above and parallel to the surface of the Unit. The Unit Owner, as hereinafter defined, of each Unit shall have an exclusive and perpetual right and easement appurtenant to such Unit to construct, use, maintain, remove and replace surface and subsurface improvements within the Single-Family Residence Grounds as shown on the Amended Condominium Plat, including, but not limited to, Buildings, access driveways, walkways, and Building foundations only upon and within the Single-Family Residence Grounds for the use and enjoyment of such Unit, in accordance with this Declaration. A Unit shall include the percentage interest of such Unit in the Common Elements as herein defined.

5.21 Backlot Unit Buildings. For Units 11, 12, 13, 14 and 15, in addition to the right to construct a Single-Family Residence within the Single-Family Residence Grounds, a Unit Owner may construct non-residential out-buildings, workshops, garages and storage buildings ("Non-Residential Building") on such Units. Non-Residential Building construction shall be subject to Architectural Review Committee review.

5.22 Unit Number. The number designating a specific Unit made up of the Condominium number assigned to the respective Unit, as shown on the Amended Condominium Plat.

5.23 Unit Owner. The record owner of a Unit and the percentage interest in the Common Elements associated with said Unit. If there is more than one record owner, the record owner shall be deemed to be collectively referred to as the Unit Owner.

5.24 Unit Owner Improvements. Any Building, any structure, and any other surface of sub-surface improvement, including but not limited to, any access driveway, walkway, building foundation and basement, located within a Unit or located in respective Single-Family Residence Grounds.

6. COMMON ELEMENTS AND FACILITIES.

The common elements ("Common Elements") shall consist of all of the Lakewood Shores Condominium, except the area comprising the Units and any improvements and fixtures located within a Unit as defined hereunder, and shall include, without limitation, the private roadways, common sidewalks, driveways and walkways as shown on the Amended Condominium Plat; utility services; public utility mains (including gas, electric, and telephone lines) within the private road depicted on the Amended Condominium Plat. All utility laterals within any Unit boundary shall not be considered Common Elements.

7. LIMITED COMMON ELEMENTS.

7.1 Description. A portion of the Common Elements are designated as "Limited Common Elements," as shown in the Amended Condominium Plat. Such Limited Common Elements shall be reserved for use by the Association to direct and divert surface and storm water along, over, under and through the Limited Common Elements to Lake Winnebago, and to repair, maintain, and install improvements within the Limited Common Elements as necessary to fulfill such purposes. All other use and enjoyment of the Limited Common Elements shall be limited exclusively to the owners of Units 6 & 7 to which they are appurtenant, to the exclusion of all other Units and owners in Lakewood Shores Condominium, to the extent such use and enjoyment is permitted by the governing documents of Lakewood Shores Condominium.

7.2 Use. The manner of use of the Limited Common Elements shall be governed by the By-Laws of, and such rules and regulations as may be established by, the Association, and no Unit Owner shall alter, improve or landscape any Limited Common Element, or permit such, in any manner without the prior written approval of the Association, which approval may be given upon such terms and conditions as the Association deems appropriate.

7.3 Transfer of Limited Common Elements. Any Limited Common Element may be made appurtenant to a Unit by describing such Limited Common Element in the Deed to such Unit. Such grantee Unit Owner shall have all of the rights and obligations regarding such Limited Common Element as provided in this Declaration.

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

Each Unit Owner shall own a fee simple interest in his or her Unit. Each Unit Owner shall also own an undivided interest in the Common Elements and Limited Common Elements as a tenant in common with all other Unit Owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the Common Elements and Limited Common Elements for all purposes incident to the use and occupancy of his or her Unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with his or her Unit.

The percentage of such undivided ownership interest in the Common Elements and Limited Common Elements relating to each Unit and its owner for all purposes, including voting and proportionate payment of common expenses, shall be determined by dividing the number one (1) by the number fifteen (15) or 6.667%, except for Unit 15 which shall be 6.662%.

9. ASSOCIATION OF UNIT OWNERS.

9.1 Membership, Duties and Obligations. All Unit Owners shall be entitled and required to be a member of an association of Unit Owners to be known as Lakewood Shores Condominium Association, Inc. (the "Association") which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements and Limited Common Elements. Such Association shall be incorporated as a non-stock corporation under the laws of the State of Wisconsin. Each Unit Owner and the occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the By-Laws and rules and regulations of the Association.

9.2 Voting Rights. Each Unit shall be entitled to one (1) vote at meetings of the Association. Only one membership and one vote shall exist for each Unit; if title to a Unit is held by more than one person, the membership and vote related to that Unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which title to the Unit is held. Voting rights may not be split, and shared membership interests must be voted pursuant to the designation contained in the Membership List maintained pursuant to the By-Laws. The respective rights, qualifications and obligations of the members of the Association shall be as set forth in the By-Laws of the Association.

9.3 Declarant Control. Declarant, as of the date of this Declaration, has no control over the governance of the Association or Lakewood Shores Condominium.

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

9.5 Association Records. The Association shall have current copies of this Declaration, the Articles of Incorporation and the By-Laws of the Association, the Amended Condominium Plat, any rules or regulations affecting Lakewood Shores Condominium, and the Association's books, records and financial statements available for inspection during normal business hours by Unit Owners or by holders, insurers or guarantors of first mortgages secured by a Unit in Lakewood Shores Condominium. Upon written request, the Association shall provide a written financial statement

for the preceding fiscal year to any such holder, insurer or guarantor of a first mortgage secured by a Unit in Lakewood Shores Condominium. The Association shall make available to prospective purchasers current copies of the Lakewood Shores Condominium governing documents as required by Section 703.33 of the Wisconsin Statutes, or such other legal authority as applies.

10. PURPOSES FOR UNITS.

10.1 Front Units. Units 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 in Lakewood Shores Condominium are intended for and restricted exclusively to single family residential uses as governed by the terms and conditions contained herein, the Building Guidelines, Regulations and Restrictions of the Architectural Review Committee, and the By-Laws of the Association.

10.2 Back Units. Units 11, 12, 13, 14, 15 in Lakewood Shores Condominium are intended to permit residential uses described in Section 10.1 above, and additionally are intended to permit non-residential uses including out-buildings, workshops, personal storage, studios, offices, garages, and other similar uses approved by the Association as governed by the terms and conditions contained in this Declaration, the Building Guidelines, Regulations and Restrictions of the Architectural Review Committee, and the By-Laws of the Association.

10.3 Home Office. Customary home business uses are permitted within Lakewood Shores Condominium provided such activities: (i) comply with all applicable zoning and governmental ordinances; (ii) do not cause a nuisance to, nor impair the quiet enjoyment of, other Unit Owners; and (iii) do not impair the nature and character of Lakewood Shores Condominium.

11. REPAIRS, MAINTENANCE AND RESTRICTIONS.

11.1 Individual Units. Each Unit Owner shall be responsible for keeping his or her Unit and all of its improvements, equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for all decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his or her Unit and all appurtenant improvements, all as is more fully set forth in the By-Laws of the Association. Without in anyway limiting the foregoing, in addition to decorating and keeping the improvements upon the Unit in good repair, each Unit Owner shall be responsible for the maintenance, repair or replacement of all walls, roofs, doors, windows (including replacement of broken glass), garage doors, screens and screening, lighting fixtures, heating and air conditioning equipment including appurtenant compressor and equipment, plumbing fixtures, electrical wiring and fixtures, private water wells, private sanitary sewer systems, all other equipment which may be in, or connect with, the Unit or the Common Elements appurtenant to the Unit, and all equipment, systems, appliances and materials located within any improvements located upon the Unit. For purposes of uniformity of external appearance and quality, the Association may specify the type, color and quality of materials to be used in replacing, repairing, painting or maintaining external elements of improvements, such as entry doors, garage doors, lighting fixtures and other items which may be determined from time to time by the Board of Directors of the Association, and as contained in the Building Guidelines, Regulations and Restrictions of the Architectural Review Committee. In the event any Unit Owner shall fail within 21 days after written notice from the Association to repair or rectify any condition in accordance with the above requirements, then the Association shall have the power to assess a daily penalty against such Unit until such condition is rectified, in such amount as is established by the Board of Directors.

11.2 Hardwood trees such as maple or similar type shade trees approximately 3 - 4 inches in diameter shall be planted and maintained in all of the islands on the private road by the Association. These trees shall be buffered with cement curbs and landscaping stone.

11.3 All unpaved Common Elements will be maintained in their natural state to the extent possible with any changes being approved by the Architectural Review Committee.

11.4 The Limited Common Element area located between Unit 6 and Unit 7 shall be maintained in its natural state with the care thereof to be borne by the Association. Notwithstanding the foregoing, this area is also subject to improvement and maintenance by the Association as necessary to manage surface and storm water drainage.

11.5 Walking trails on Common Elements shall be maintained in their natural state and mowed only when necessary. The Association reserves the right to improve and maintain walking trails as appropriate or desirable, including installing gravel, stone or paved surfaces.

11.6 The Common Element on the east side of the road located adjacent to and between Unit 12 and Unit 13 shall be used for the common enjoyment of all Unit Owners. This area includes a tennis court, a drainage pond, walking trails, and a mowed area, all which shall be maintained by the Association, and shall be subject to rules and regulations established by the Association. This area may be further improved or altered by the Association for the continued benefit of the Unit Owners, subject to written approval by 2/3 of the Unit Owners. Undeveloped portions of this area shall be maintained in a natural state, shall be kept clean and groomed, and no trees, shrubs or other vegetation may be removed unless diseased or damaged, and in all cases under direction and control of the Association.

11.7 The berm on the south end of Lakewood Shores Condominium shall be approximately 6 feet high and landscaped with trees. The trees along the entrance road coming into the Condominium Property, as well as the trees going north and south on the east side of the interior road, shall be kept and maintained by the Association in such a way as to make an attractive natural buffer.

11.8. Grading within 90 feet of the shoreline shall be prohibited, and any activities located within such area shall be subject to all applicable federal, state, county, and local laws, rules, ordinances, and regulations. Cottonwood trees and willow trees within 90 feet of the shoreline on Units 1, 2, 3, 4 and 5, and in the tree line along the southerly property line of Lakewood Shores Condominium, shall be preserved and protected, and the Association shall have authority to take necessary actions to maintain, preserve and protect such vegetation. No Building or other structure may be constructed within 15 feet of an adjacent Unit. Any other improvements located within 15 feet of an adjacent Unit shall be subject to Building Guidelines, Regulations and Restrictions of the Architectural Review Committee.

11.9 Common Elements. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements, and shall cause the same to be kept in good, clean, attractive and sanitary condition, order, and repair. Without in any way limiting the foregoing, this shall include all routine repair and maintenance of roadways, walkways and driveways, as is all more fully set forth in the By-Laws. All expenses of maintenance of the Common Elements and any improvements or features therein shall be a common expense of the Association. The Association shall have control over all additions, improvements and alterations to Common Elements and Limited Common Elements. Individual Unit Owners may make alterations or additions to Common Elements or Limited Common Elements, upon application to and prior approval by the Association. Individual Unit Owners shall be responsible at their sole expense for maintenance, repair and upkeep of all such individual additions, improvements, alterations and changes made to the Common Elements or Limited Common Elements. In the event any repair or maintenance of the Common Elements is necessitated by reason of the negligence or misuse of a Unit Owner or the guest or agent of a Unit Owner, such expense shall be charged and specially assessed against the responsible Unit Owner, unless such loss is covered by insurance.

11.10 Limited Common Elements Access. Each Unit Owner with Limited Common Elements appurtenant to his or her Unit, as defined in Section 8 hereof and as described in the Amended Condominium Plat, shall provide reasonable access to the Association in order to maintain and control such areas.

11.11 Prohibition Against Structural Changes by Owner. A Unit Owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to Buildings or other structures on his or her Unit, or in or to the exterior of any Building or any Common Elements or Limited Common Elements, or make or install any improvements or equipment which may negatively affect other Units or Unit Owners. A Unit Owner shall not perform, or allow to be performed, any act or work which will impair the structural soundness or integrity of any Buildings, structures, or other features upon a Unit, or the safety of the Condominium Property, or impair any easement or property right, without the prior written consent of the Association. In accordance with the Building Guidelines, Regulations and Restrictions adopted by the Association from time to time, all Buildings, structures or other improvements must be pre-approved by the Architectural Review Committee before any construction thereof may commence or proceed.

11.12 Entry for Repairs. The Association may enter upon the exterior areas of any Unit, which shall not include residences or other structures located upon a Unit, at reasonable times and under reasonable conditions when necessary

in connection with any maintenance, construction or repair of public utilities or for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the Unit Owners, except in the case of an emergency when injury or property damage will result from delayed entry, and with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense except as allocable to an individual Unit or Units in the discretion of the Board of Directors.

12. NO SUBDIVISION.

No Unit in Lakewood Shores Condominium may be subdivided or separated and no relocation of boundaries between adjoining Units shall be allowed except pursuant to such standards as may be promulgated by and with the consent of the Association, upon approval by 2/3 of the Unit Owners, and in compliance with all applicable land use and zoning ordinances.

13. DESTRUCTION AND RECONSTRUCTION.

In the event of a partial or total damage or destruction of a Building, structure, improvement, or any other feature located upon the Common Elements, such shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, so as to be compatible with the original purpose or such Building, structure, improvement or feature, and with the remainder of Lakewood Shores Condominium.

On reconstruction, the design, plan and specifications of any Building may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any building may not vary by more than five percent (5%) from the number of square feet for such building as originally constructed, and the location of the building shall be substantially the same as prior to damage or destruction, unless approved by the Association.

14. INSURANCE.

14.1 Units. Individual Unit Owners shall obtain, and keep in place, typical liability and casualty insurance for their respective Units, and all Buildings, fixtures and improvements contained thereon. Premiums for such insurance shall be an individual expense of the respective Unit Owners.

14.2 Common Elements. The Association shall provide and maintain fire and broad form extended coverage insurance on the buildings, improvements, and any other Common Elements and Limited Common Elements in an amount not less than the full replacement value thereof from time to time. Such insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective mortgagees in the percentages established in this Declaration, as their interests may appear. Premiums shall be a common expense. To the extent required by law or deemed advisable by the Association, the Association shall provide and maintain flood insurance on the buildings, improvements and any other Common Elements and Limited Common Elements.

14.3 Liability Insurance. The Association shall provide public liability insurance covering the Common Elements and the Limited Common Elements with respect to all claims commonly insured against in such amounts as may be determined at the discretion of the Association from time to time. The Association may also provide workman's compensation insurance, directors' and officers' liability insurance and fidelity bonds on such officers and employees in such amounts and with such coverage as is determined by the Board of Directors to be necessary or advisable from time to time.

14.4 Terms of Insurance. To the extent possible, all insurance required herein shall provide that the insurer waives its rights of subrogation as to any claim against Unit Owners, the Association, and their respective agents, invitees and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more Unit Owners, or the Association, or their agents, invitees and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

15. LIABILITY FOR COMMON EXPENSES.

The costs of administration of the Association, insurance, repair, maintenance and other expenses of the Common Elements and Limited Common Elements, including common services provided to the Unit Owners, any future public sewer and water main installation and maintenance thereof, snow removal, and repair and maintenance of landscaping, walkways, private roadways, driveways, driveway lights, and parking areas, shall be paid for by the Association. The Association shall make assessments against the Unit Owners and the Units for such common expenses in accordance with the percentage of the undivided interest in the Common Elements relating to each Unit, in the manner provided in the By-Laws of the Association. No Unit Owner may exempt himself or herself or his or her Unit Ownership from liability for his or her contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Elements or Limited Common Elements or services or by abandonment of his or her Unit or because of a dispute over services provided or not provided by the Association; and no conveyance shall relieve the Unit Owner-grantor or his or her Unit of such liability, and he or she shall be jointly, severally and personally liable along with his or her grantee in any such conveyance for the common expenses incurred up to the date of sale, until all expenses charged to his or her Unit have been paid. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements, and no Unit Owner shall have any "self-help" rights regarding the Common Elements or Limited Common Elements or any right to reimbursement from the Association for any purported benefit conferred upon any Common Element or Limited Common Element by any Unit Owner without the explicit consent of the Association.

All assessments, when due, shall immediately become a personal debt of the Unit Owner and also a lien, until paid, against the Unit to which charged, as provided in the Act. Assessments shall be made against the Unit Owners and the Units at the beginning of each fiscal year of the Association to meet estimated common expenses of the Association for the ensuing year; however, if prorated and paid in installments, the assessments shall not be considered due until the respective installment payment dates. In the event of delinquency in payment, the Association may assess penalties and interest, and may accelerate annual assessments remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association. If a Unit Owner defaults in any payment, the Association shall take appropriate measures as provided by law. The defaulting Unit Owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including the Association's actual attorney fees. Unit Owners shall be both personally liable for assessments and a lien shall be imposed against such owner's Unit for same; provided, however, such lien shall be subordinate to the lien of a first mortgage recorded prior to the due date of the delinquent assessment. Liens for unpaid assessments as provided in the Act shall also extend to and secure interest, fines and reasonable costs of collection including attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of liens. The Association may purchase a Unit upon the foreclosure of its lien. A lien for assessments will not be affected by the sale or transfer of a Unit, provided that the foreclosure of a first mortgage lien extinguishes the lien for any assessments payable prior to such foreclosure sale.

16. PARTITION OF COMMON ELEMENTS PROHIBITED.

There shall be no partition of the Common Elements and Limited Common Elements through judicial proceedings or otherwise, except as otherwise provided in this Declaration, until this Declaration is terminated and the Condominium Property is withdrawn from its terms or from the terms of the Act; provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single Unit as between such co-owners. No Unit may be subdivided or separated except pursuant to such standards as may be promulgated by and with the consent of the Association.

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

The percentage of undivided interest in the Common Elements and Limited Common Elements shall not be separated from the Unit to which it appertains. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to such Unit Ownership without including therein both his or her interest in the Unit and his or her corresponding percentage of ownership in the Common Elements and Limited 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 taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

18. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

18.1 Utilities. Easements are hereby declared and granted for the benefit of the Unit Owners and the Association and reserved for utility purposes, including the right to install, lay, maintain, repair and replace future electric lines, gas mains, telephone wires and equipment, communication and high-speed internet wires and equipment, and electrical conduits and wires and equipment, including power transformers and solar equipment and components, under any part of the Common Elements, to service the Condominium Property. The Association has the right to grant easements for utilities as provided above under the Common Elements and Limited Common Elements which are reasonably necessary to the ongoing development and operation of Lakewood Shores Condominium. All such utilities shall be installed underground unless otherwise approved by the Association.

18.2 Encroachments. In the event that by reason of the construction, reconstruction, repair, settlement, movement or shifting of any building, or the design or construction of any Unit, any part of the Common Elements or Limited Common Elements, encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements or Limited Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as the Building upon such Unit shall remain standing, and Unit and Common Element boundaries shall be as provided in the Act. Provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit or in favor of the owner or owners of the Common Elements or Limited Common Elements, if such encroachment occurred due to the willful and knowing conduct of said owner or owners. Provided, further, that no adverse right shall accrue to the benefit of any Unit Owner by virtue of such encroachment.

18.3 Rights of Ingress and Egress. Each Unit Owner, and his, her or their guests and invitees shall have an unrestricted right of ingress and egress to and from his, her or their Unit over the private road depicted on the Amended Condominium Plat that shall be perpetual and pass with the Unit upon transfers of ownership. The Association, its successors, assigns, guests and invitees shall have an unrestricted right of ingress and egress over the private road depicted on the Amended Condominium Plat. No Unit Owner may grant, sell, transfer or convey its rights of ingress and egress to another party, and the rights described herein shall run with the Units and be reserved for the benefit of the Unit Owners and the Association.

18.4 Binding Effect. All easements and rights described in this Section 18 are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all Unit Owners, purchasers and mortgagees and their heirs, personal representatives, successors and assigns. The Association shall have the authority to execute and record all documents necessary to carry out the intent of this Section 18.

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

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

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

20. AMENDMENTS TO DECLARATION.

20.1 General. Except as otherwise provided by the Act with respect to termination of the condominium form of ownership, and except as provided in Section 20.2 below, this Declaration may be amended only with the written consent of Unit Owners with not less than two thirds (2/3) of the votes in the Association. A Unit Owner's written consent is not effective unless it is approved by the mortgagee of the Unit, if any. Amendments shall be executed by the President of the Association and shall become effective when recorded in the Office of the Register of Deeds for Calumet County, Wisconsin. A copy of the amendment shall be included in the condominium disclosure materials maintained by the Association.

20.2 Material Amendments. Amendments of a material nature, in addition to requiring the written consent of not less than two-thirds (2/3) of the total votes in the Association shall also require approval by Eligible Mortgagees (as hereinafter defined) who represent at least 51% of the votes of Unit Owners that are subject to such mortgages. A change to any provision of this Declaration related to the following matters is defined as "material":

20.2.1 Voting rights;

20.2.2 Increases in assessments which exceed 25% of the previously assessed amount, assessment liens, or the priority of assessment liens;

20.2.3 Reductions in reserves for maintenance, repair, and replacement of Common Elements;

20.2.4 Responsibility for maintenance and repairs;

20.2.5 Reallocation of interests in the Common Elements or the Limited Common Elements, or rights to their use;

20.2.6 Redefinition of any Unit boundaries;

20.2.7 Convertibility of Units into Common Elements or vice versa;

20.2.8 Expansion or contraction of Lakewood Shores Condominium, or the addition, annexation, or withdrawal of property to or from Lakewood Shores Condominium (except as provided in Section 22 hereof);

20.2.9 Insurance or fidelity bond requirements;

20.2.10 Further imposition of restrictions on leasing of Units;

20.2.11 Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;

20.2.12 A decision by the Association to establish self-management when professional management had been required previously by Lakewood Shores Condominium documents or by an Eligible Mortgagee;

20.2.13 Restoration or repair of Lakewood Shores Condominium (after damage or partial condemnation) in a manner other than that specified in Lakewood Shores Condominium documents;

20.2.14 Any action or omission serving to abandon or terminate the legal status of Lakewood Shores Condominium whether after substantial destruction or condemnation or otherwise; and

20.2.15 Any provisions that expressly benefit mortgage holders, insurers, or mortgage guarantors.

21. EXPANSION OF LAKEWOOD SHORES CONDOMINIUM.

The initial Declarant waived any right to expand and add to Lakewood Shores Condominium in any way, and no expansion rights are permitted.

22. NOTICES.

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

23. RESIDENT AGENT.

The Resident Agent for the Condominium shall be Kenneth Scholz, Lakewood Shores Condominium Association, Inc., located at N2341 Lakewood Lane Chilton, WI 53014, or such other person or entity as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Department of Financial Institutions for the State of Wisconsin. The Association may designate successors to the Resident Agent by affirmative vote of the Unit Owners with a majority of the votes present or represented by proxy at a meeting of the Association at which a quorum is in attendance.

24. MORTGAGEE RIGHTS.

24.1 The holder, insurer or guarantor of any first mortgage or land contract upon a Unit in Lakewood Shores Condominium ("Mortgagee"), upon the submission of a request to the Association in writing delivered to the Resident Agent (an "Eligible Mortgagee"), shall be entitled to receive written notice from the Association of the following matters:

24.1.1 Any condemnation or casualty loss that affects either a material portion of Lakewood Shores Condominium or the Unit securing its mortgage;

24.1.2 Any sixty (60) day delinquency in the payment of assessments owed by the owner of the Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing Lakewood Shores Condominium which is not cured by such owner within sixty (60) days of such owner's receipt of notice of such breach;

24.1.3 A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

24.1.4 Any proposed action that requires the consent of a specified percentage of Eligible Mortgagees as specified below or in Article 21 hereof.

24.2 Except as provided by the Act, in the case of condemnation or substantial damage to or destruction of all or any part of the Condominium Property, the Association shall not, unless two-thirds (2/3) of the Eligible Mortgagees (based on one vote for each mortgage owned) have given their prior written consent:

24.2.1 Change the undivided percentage interest in the Common Elements of Lakewood Shores Condominium appurtenant to any Unit, or the manner of making assessments for common expenses or the allocation of the distribution of insurance proceeds or condemnation awards based upon such percentage;

24.2.2 Partition or subdivide any-Unit or Common Elements of Lakewood Shores Condominium;

24.2.3 By act or omission seek to abandon or terminate Lakewood Shores Condominium or encumber, sell, transfer or convey any part of the Common Elements of Lakewood Shores Condominium; or

24.2.4 Use hazard insurance proceeds for losses to any Units or Common Elements for other than the repair, replacement or reconstruction of such Units or Common Elements.

24.3 The termination of the legal status of Lakewood Shores Condominium or removal of the Condominium Property from the provisions of the Act, for reasons other than substantial destruction or condemnation, shall not be effective unless agreed to by Eligible Mortgages that represent at least 67% of the mortgaged Units, provided that such agreement may be deemed given in the event any Eligible Mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives notice of the proposal, provided the notice was delivered by certified or registered mail with return receipt requested.

24.4 To be entitled to receive notification as provided for herein and become an Eligible Mortgagee, an Eligible Mortgagee must send a written request to the Resident Agent of Association, stating its name, address and the Unit number or address on which it has a mortgage, insurance policy or guaranty.

24.5 A Mortgagee having a first mortgage and acquiring title to a Unit pursuant to remedies provided in its mortgage or by a deed in lieu of foreclosure following an owner's default under the mortgage shall not be liable for such Unit's unpaid assessments accruing prior to the Mortgagee's acquisition of title to the Unit.

25. RIGHT OF FIRST REFUSAL.

In the event a Unit Owner shall receive an acceptable bona fide offer to purchase a Unit, the Unit Owner shall so notify the Association in writing attaching thereto a copy of said offer. Should Association elect to purchase such Unit at such price and on such terms as set forth in such offer, it shall so signify and declare such election by giving written notice thereof to the Unit Owner within seven (7) days of having received such notice and copy.

In the event the Association shall so exercise its right of first refusal hereunder, and shall give such notice as is required, the parties shall proceed to closing the transaction within a reasonable time, not to exceed thirty (30) days after written notice has been provided to the Unit Owner by the Association of its intent to exercise its right of first refusal. In such event, the Unit Owner shall convey the Unit by good and sufficient warranty deed, free and clear from all taxes, assessments and liens, except that real estate taxes for the year in which closing takes place shall be prorated through the date of closing. In the event Association has not exercised this right of first refusal election in writing within said seven (7) day period, the Unit Owner shall be free to accept said bona fide third party offer to purchase and consummate such transaction to the exclusion of the Association. The Unit shall continue to be subject, however, to this right of first refusal and all subsequent purchasers of the Unit shall continue to be bound by this right of first refusal and the Association's rights under this section.

26. NUMBER AND GENDER.

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

27. CAPTIONS.

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

28. SEVERABILITY AND ASSIGNMENT.

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

IN WITNESS WHEREOF, the said Lakewood Shores Condominium Association, Inc., a Wisconsin non-stock corporation, has caused this document to be executed as of the date first set forth above.

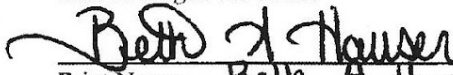
LAKESWOOD SHORES CONDOMINIUM
ASSOCIATION, INC.,
a Wisconsin non-stock corporation

By: 
Jon Maichel Thomas, President

ACKNOWLEDGEMENT

State of WI)
Calumet County)ss.
)

Personally came before me on Sept. 7, 2021, the above named Jon Maichel Thomas, President of the Lakewood Shores Condominium Association, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.


Print Name: Beth A Hauser
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: 1-5-2025)

This instrument was drafted by:
Attorney Jonathan Sopha
Turke & Strauss
613 Williamson Street, Suite 201
Madison, WI 53703

EXHIBIT A

SUMMARY OF MORTGAGE LENDER APPROVALS

1. Mortgagee for Unit 2, Associated Bank National Association.
2. Mortgagee for Units 6 & 14, Bank of Oakfield.
3. Mortgagee for Units 7 & 13, State Bank of Chilton.

EXHIBIT B

ARCHITECTURAL REVIEW COMMITTEE BUILDING GUIDELINES, REGULATIONS AND RESTRICTIONS

PURPOSE. The purpose of these Building Guidelines, Regulations and Restrictions is to preserve the important architectural integrity of the character and promote a compatible diversity of style and appearance of homes and structures, and to maintain the established tone and character of the overarching condominium project.

The Architectural Review Committee of Lakewood Shores Condominium is responsible for informing all Unit Owners and other interested parties of the Building Guidelines, Regulations and Restrictions. The Committee is also responsible for enforcing the Building Guidelines, Regulations and Restrictions. The Committee can also provide support and guidance to Unit Owners on how to work with Calumet County and the Town of Brothertown during the construction and permitting process.

The Building Guidelines, Regulations and Restrictions are not intended to stifle the imagination or creative desires of Unit Owners, but to assure them that protective restrictions are in effect which will maintain the appearance, character and value of Lakewood Shores Condominium.

ARCHITECTURAL REVIEW COMMITTEE

I. POWERS.

- A. The Architectural Review Committee shall review all plans and specifications for any construction, improvements, new buildings, structures, flagpoles, recreational equipment, landscaping, and/or modifications to any such existing improvements, and including for any improvements or construction projects on the Association Common Elements (a "Project"). This includes reviewing building footprint, height, purpose of improvement, permits, timing, quality of workmanship, and harmony of the Project with other uses and structures within Lakewood Shores Condominium.
- B. The Architectural Review Committee shall approve or disapprove all plans for exterior alterations and/or modifications to existing buildings and structures, plus all plans for new construction on a Unit, based on application of the requirements and guiding principles of the Lakewood Shores Condominium Declaration, By-Laws, and these Building Guidelines, Regulations and Restrictions. The Architectural Review Committee may make, in its sole discretion, periodic inspections of all Project work occurring upon a Unit to ensure that the work is completed in conformance with all approved plans and materials.
- C. The Architectural Review Committee shall oversee compliance with the Building Guidelines, Regulations and Restrictions. The Architectural Review Committee shall make recommendations to the Board of Directors regarding any variance from these Guidelines, Regulations and Restrictions. The Board of Directors, under recommendation of the Architectural Review Committee, shall have the absolute power to grant variances from these Building Guidelines, Regulations and Restrictions if in the Board's opinion the strict application of an element of these Building Guidelines, Regulations and Restrictions would result in an undue hardship to a Unit Owner, and the granting of such variance would not impair the quiet enjoyment of Lakewood Shores Condominium by other Unit Owners.
- D. The Architectural Review Committee is governed by the Board of Directors and it shall make recommendations to the Board of Directors for architectural improvements to the Common Elements of Lakewood Shores Condominium.
- E. The Architectural Review Committee shall investigate all complaints of possible violations of the Building Guidelines, Regulations and Restrictions. Such complaints must be submitted in writing by a Unit Owner

and the name of the complainant shall be kept confidential. If there has been no violation of the Building Guidelines, Regulations and Restrictions, the complainant shall be informed in writing.

- F. The Architectural Review Committee shall be comprised of three (3) Unit Owners, shall be appointed by a majority vote of the Unit Owners, and approved by a majority of the Board of Directors.
- G. From time-to-time situations may arise requiring the Architectural Review Committee to examine, react and propose revisions to the Building Guidelines, Regulations and Restrictions beneficial to all Unit Owners in Lakewood Shores Condominium and/or specific Unit Owner's situations. Any revisions proposed by the Architectural Review Committee shall be reviewed and approved by the Board of Directors, which shall consider, among other things, whether the Building Guidelines, Regulations and Restrictions overlooked important factual information, and whether ordinances and local situations have necessitated such revisions.

II. PENALTIES.

Any Unit Owner who violates any of these Guidelines, Regulations or Restrictions shall be liable for any and all reasonable attorneys fees, costs and expenses incurred by the Association in enforcing these Building Guidelines, Regulations and Restrictions. The Association may apply a penalty of \$100/day for violations of the Building Guidelines, Regulations and Restrictions, and levy an assessment against a Unit Owner for such violations. At all times, the Association may pursue any and all legal avenues to enforce the Building Guidelines, Regulations and Restrictions.

III. PROCEDURE.

- A. Prior to the development of final plans and specifications for any modifications to existing structures or improvements on any Unit, and for all new construction, a Unit Owner shall submit preliminary plans to: lakewoodshorescondo@gmail.com, or by mail to: Lakewood Shore Condominium Association N2341 Lakewood Lane, Chilton, WI 53014. The Architectural Review Committee may charge a \$50.00 fee for any request for approval or other action. Preliminary plans shall contain the following information:
 - 1. Contact information (including email, phone, and mailing address) for the Unit Owner, builder, architect, and critical contractors.
 - 2. Sketches of all four exterior elevations, and all buildings and structures to be constructed on the Unit, to be located on a survey or plan of the Unit in relation to the Unit location on the Amended Condominium Plat, including related setback requirements.
 - 3. A single-story residential dwelling shall have a minimum of 2300 square footage of living area in the home above grade level, exclusive of decks, porches, garages and basements. A two-story residential dwelling shall have a minimum of 2700 square footage of living area in the home above grade level. No residential dwelling shall comprise more than 5,000 square feet of living area above grade level unless permitted by the Architectural Review Committee.
 - 4. Each residential dwelling on a Unit shall have an enclosed garage space for not less than 2 vehicles, nor more than 4.
 - 5. Upon receipt of a complete preliminary plan, a majority of the Architectural Review Committee, in good faith and at its sole discretion, shall approve or reject such preliminary plans by written notice to the Unit Owner within twenty (20) days of receiving such plans. If no notice of approval or rejection is sent within twenty (20) days, plans shall be deemed to have been approved by the Architectural Review Committee.
 - 6. Any rejection from the Architectural Review Committee shall include specific written comments about why the proposed Project failed to obtain approval, and include suggestions on how to modify the Project so that it complies with the Building Guidelines, Regulations and Restrictions.

- B. Final plans for a Project must be approved by the Architectural Review Committee before any modifications to existing residences and all new construction may commence on a Unit. Final plans shall include:
1. One set of complete working drawings showing the name of the architect and builder.
 2. A plat or site plan with setbacks, showing the location of a building or structure, patios, garages, driveways; final grade lines (in elevation); general intended surface water flow; which trees are intended to be removed; and a general landscape and lighting plan.
 3. A site plan indicating adherence to grading, building and tree restrictions. Grading within 90 feet of the Lake Winnebago shoreline, building activities within 15 feet of an adjacent Unit boundary line, and building activities within 35 feet of the road, shall all be prohibited.
 4. Cottonwood trees and willow trees within 90 feet of the shoreline on Units 1, 2, 3, 4 and 5, in the tree line adjacent to Units 13, 14 and 15, and in the tree line along the southerly boundary line of Lakewood Shores Condominium, shall be preserved and protected to maintain screening and beautification of Lakewood Shores Condominium.
 5. A signed waiver of liability and landscape compliance, copies of which are attached hereto.
 6. All plans submitted to the Architectural Review Committee shall be returned as soon as the Committee has had the opportunity to review the plans, but in no event later than thirty (30) days after their receipt.
 7. The Architectural Review Committee shall approve or reject the final plan by written notice to the Unit Owner as soon as the Committee has had the opportunity to review the plans, but in no event later than thirty (30) days after their receipt. If no notice of approval or rejection is sent within thirty (30) days, plans shall be deemed to have been approved.
 8. Any rejection from the Architectural Review Committee shall include specific written comments about why the proposed Project failed to obtain approval, and include suggestions on how to modify the Project so that it complies with the Building Guidelines, Regulations and Restrictions.
 9. Matters which require approval of the Architectural Review Committee may also require review and permissions by the Town of Brothertown, Calumet County, the State of Wisconsin, and other governmental entities. It is solely the responsibility of a Unit Owner to obtain such approvals and permissions, and a Unit Owner shall provide verification of such approvals and permissions to the Architectural Review Committee prior to commencing any Project. An approval of any plans submitted to the Architectural Review Committee by a Unit Owner shall not be deemed approval of any required governmental approvals or permissions.
 10. The Architectural Review Committee reserves the right to review the plans during construction and upon completion of the Project to ensure compliance with the Building Guidelines, Regulations and Restrictions.
 11. The Architectural Review Committee, Board of Directors, and Association are not responsible for any costs or related losses caused by the result of the rejection of any plans submitted by a Unit Owner. The Architectural Review Committee, Board of Directors, and Association are not responsible for any costs, delays, or related losses resulting from the subsequent construction of a Project for which a set of plans was approved.

IV. REGULATIONS AND RESTRICTIONS

A. CONSTRUCTION PERIODS.

1. No construction which causes any disturbance to Lakewood Shores Condominium resulting from noise, traffic, etc., shall be performed before 7:00 A.M. or after 7:00 P.M.
2. Construction is permitted Monday through Sunday.
3. Loud radios or other unwarranted loud noises will not be tolerated on construction sites.
4. All construction shall be completed within (eighteen) 18 months of Project approval. Extensions may be granted if sufficient cause is shown. All landscaping and driveways shall be completed within one (1) year after a certificate of occupancy is obtained for a Project.

B. BUILDING SPECIFICATIONS.

1. Minimum and maximum square footage for living areas of residential dwellings are described above.
2. Detached garages or outbuildings will be permitted if connected by a breezeway or a wall to the main residence in an attractive manner. Each residential dwelling on a Unit shall have garage space for not less than 2 vehicles, nor more than 4. Notwithstanding the foregoing, garages, out-buildings and storage building are allowed on lots 11, 12, 13 14 and 15 without being connected to a residential dwelling, subject to approval by the Architectural Review Committee and compliance with these Building Guidelines, Regulations and Restrictions.
3. Unit construction shall adhere to the Lakewood Shores Association Review Committee and to the existing zoning and building ordinances of the Town of Brothertown and Calumet County, Wisconsin.

C. GENERAL.

1. All property of Lakewood Shores Condominium is subject to the restrictions as set forth in the Declaration, Amended Condominium Plat, By-Laws, and deed of conveyance. These restrictions will be strictly enforced and all available remedies may be pursued by the Association. Any Unit Owner violating these restrictions which necessitates enforcement shall be responsible for reasonable attorney's fees, costs and expenses incurred in connection with such enforcement.
2. All construction at Lakewood Shores Condominium is subject to the existing zoning and building ordinances of the Town of Brothertown and Calumet County, Wisconsin. The Architectural Review Committee shall not knowingly approve any plan or Project which violates zoning and building ordinances, and any such approval shall be subject to such ordinances.
3. Exterior antennas, other than TV or internet antennas, are discouraged. Free standing towers and TV satellite dishes over 4 feet in diameter shall be approved by the Architectural Review Committee.
4. All mowed areas on a Unit shall be maintained in a neat and orderly manner. After reasonable notice to a Unit owner, the Architectural Review Committee is authorized to contract with an appropriate service to clean any debris covered lots, mow uncared for areas, and assess all costs related to such service against the Unit Owner.
5. Hiking trails abutting a Unit shall be kept in a natural state and in accordance with the Association governing documents.
6. The Architectural Review Committee encourages leaving as much of a Unit as possible in its natural state.

7. The building setback from Lake Winnebago in LAKEWOOD SHORE CONDOMINIUM is 90 feet, and greater if required by law. The purpose of this setback is to preserve ground cover of the shoreland, prevent erosion and effluent discharge into Lake Winnebago, and to generally preserve the scenic beauty of Lake Winnebago for Lakewood Shores Condominium. Any local, state or federal requirement relating to building setbacks from Lake Winnebago that establishes less restrictive requirements than the 90-foot setback described in the Lakewood Shores Condominium documents shall enhance the 90-foot setback restrictions, but in no way shall reduce or supersede the Lakewood Shores Condominium restrictions.
8. Tree cutting and shrubbery removal in a strip paralleling the shoreland and extending 90 feet inland shall be limited. No more than 30% of the length of this strip shall be selectively cut. Cutting of this 30% shall not create a clear-cut opening in this strip greater than 30 feet wide for every 100 feet of shoreland. In the remaining 70% length of this strip cutting shall leave sufficient cover to screen cars and dwellings in order to preserve the natural beauty of Lakewood Shores Condominium and to control erosion.
9. Exterior colors for building Project in earthy tones are recommended. Bold or bright colors are discouraged.
10. Garage entrances are encouraged to be side-facing, and not face the street wherever the terrain or lot size permits such a design.

D. FENCES, WALLS AND PLANTINGS

1. Plans and drawings of any proposed fences, walls, and landscaping shall be submitted to the Architectural Review Committee for approval prior to construction.
2. No structures, buildings, walls, fences or other obstructions are permitted within the building setback areas.
3. Construction of any retaining walls in the area between the setback line and a Unit boundary line shall be approved by the adjacent Unit Owner and the Architectural Review Committee prior to construction.
4. Chain link or galvanized metal fences are not permitted.
5. No fence, wall, screen or planting will be allowed if it obstructs sight lines for vehicular traffic, or creates an unreasonable impairment of views of Lake Winnebago within Lakewood Shores Condominium.
6. No structure, building, walls, plantings, fences or trees which obstruct the view of adjoining Unit Owners shall be placed beyond the setback lines on the Lake Winnebago side of Units adjacent to Lake Winnebago.
7. All surface water run-off shall be properly managed on-site during construction, and after completion shall conform to surface water management plans and practices within Lakewood Shores Condominium.
8. Landscape plans shall show the existing and proposed ground elevations or contour lines for all areas between the Project and property lines, including setback measurements.

E. DOCKS AND SHORELINE

1. The same setback requirements used for buildings, structures and improvements shall apply to private docks, hoists, piers and similar equipment.
2. There shall no boat houses nor cut-in boat slips on any Unit without approval of the Architectural Review Committee.
3. All piers and other riparian uses shall comply with local and state laws and regulations.

F. ARCHITECTS, CONTRACTORS & BUILDERS

1. Contractors and builders must keep all building sites neat and clean. At least four 55-gallon drum containers, or their equivalent, must be distributed on the building site (not on the roadway) for refuse disposal.
2. Portable restroom facilities must be at least 25 feet back from the edge of the road and from the side property lines.
3. The General Contractor may display one free standing sign at the building site during construction. The sign shall be no larger than three feet by five feet. The sign must be removed upon the completion of the construction.
4. Construction drop-offs, parking, driving, staging, storing, excavating and dumping are prohibited in the Common Areas, and permitted on other Units only with approval of the other Unit Owner and the Association.

V. CONFLICTS

The above Building Guidelines, Rules and Regulations, and those which may be hereinafter adopted by the Association, are in addition to the Declaration, and in event of a conflict, the Declaration shall govern. Any undefined terms used herein shall have the definitions assigned to them in the Declaration, By-Laws, or other related Association documents.

WAIVER OF LIABILITY

The approval of a set of plans is not to be construed in any way to be an approval of the construction or engineering of a Project. The Architectural Review Committee, the Board of Directors, and the Association are not responsible for the safety, integrity or suitability for any particular use, of any building, structure or improvement for which the plans have been approved.

The Unit Owner, Architect, and Contractor, as evidenced by their signature below, have read the above statement, understand its contents, and agree to fully release, and to indemnify, the Architectural Review Committee, the Board of Directors, and the Association from and against any and all legal liability as indicated above.

Unit Owner: _____ Date: _____

Architect: _____ Date: _____

Contractor: _____ Date: _____

LANDSCAPING COMPLIANCE

This is to certify that we agree to submit proposed landscaping plans no later than four months after any Project construction begins. We agree that the landscaping, according to these plans, shall be completed no later than 1 year after construction of the Project is finished, subject to weather related delays.

Unit Owner: _____ Date: _____

EXHIBIT C

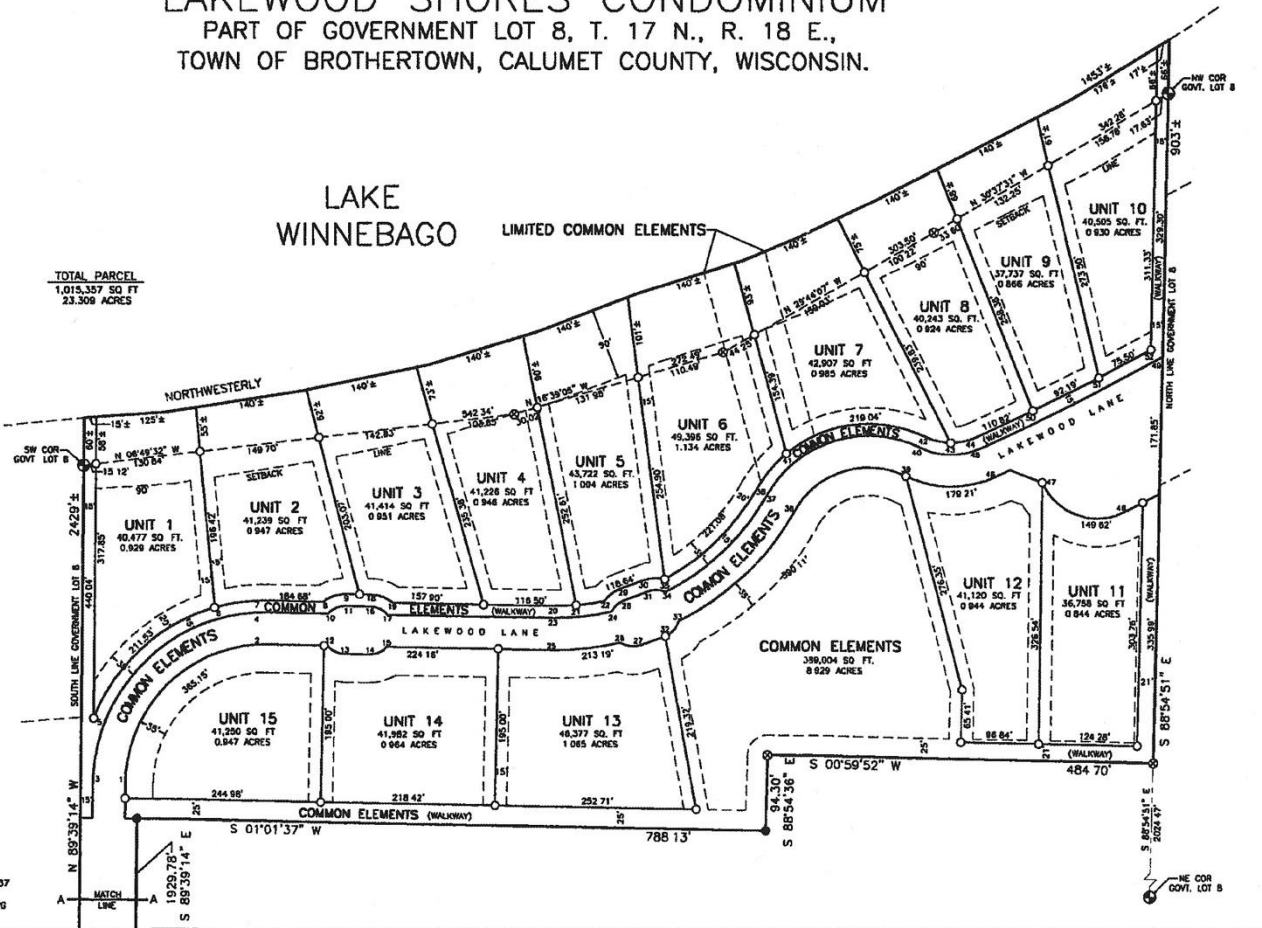
AMENDED PLAT FOR
LAKEWOOD SHORES CONDOMINIUM

Amended Plat – Document No. 357660

AMENDED

LAKEWOOD SHORES CONDOMINIUM
PART OF GOVERNMENT LOT 8, T. 17 N., R. 18 E.,
TOWN OF BROTHERTOWN, CALUMET COUNTY, WISCONSIN.

SHEET 1 OF 3



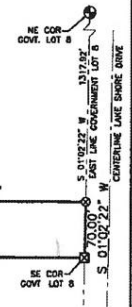
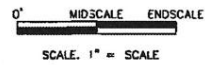
AMENDED

LAKWOOD SHORES CONDOMINIUM
PART OF GOVERNMENT LOT 8, T. 17 N., R. 18 E.,
TOWN OF BROTHERTOWN, CALUMET COUNTY, WISCONSIN.

SHEET 2 OF 3

SHIP 17 NORTH, RANGE 18 EAST, TOWN OF BROTHERTOWN, WISCONSIN, MORE PARTICULARLY DESCRIBED...
OWNER OF SAID GOVERNMENT LOT 8; THENCE S 01°18'48.5" W 248.79'...

Table with 13 columns: CURVE NO., RADIUS LENGTH, CHORD BEARING, CHORD LENGTH, ARC LENGTH, CENTRAL ANGLE, TANGENT IN, TANGENT OUT, BEARING OUT. Contains 52 rows of curve data.



COMMON ELEMENTS

LAKWOOD LANE

1929 78'

2429 ±

AMENDED PLAT FOR LAKEWOOD SHORES CONDOMINIUM

PART OF GOVERNMENT LOT 8, T. 17 N., R. 18 E.,
TOWN OF BROTHERTOWN, CALUMET COUNTY, WISCONSIN.

APPROVED BY THE CALUMET COUNTY PLANNING AND ZONING DEPARTMENT
THIS 1st DAY OF May, 2003.
George Holzner
(GEORGE HOLZNER) CHAIRMAN OF PLANNING AND ZONING COMMITTEE.
DuWayne Klessig
(DUWAYNE KLESSIG) DIRECTOR OF PLANNING AND ZONING

LAKE
WINNEBAGO

- LEGEND**
- 1.25" X 18" IRON PIPE SET
 - 1" IRON PIPE FOUND
 - ⊙ REBAR FOUND
 - ⊕ COUNTY MONUMENT FOUND
 - ⊗ 8/8" STONE MONUMENT FOUND
 - ▭ UTILITY EASEMENT BOUNDARY
 - ▨ UTILITY EASEMENT

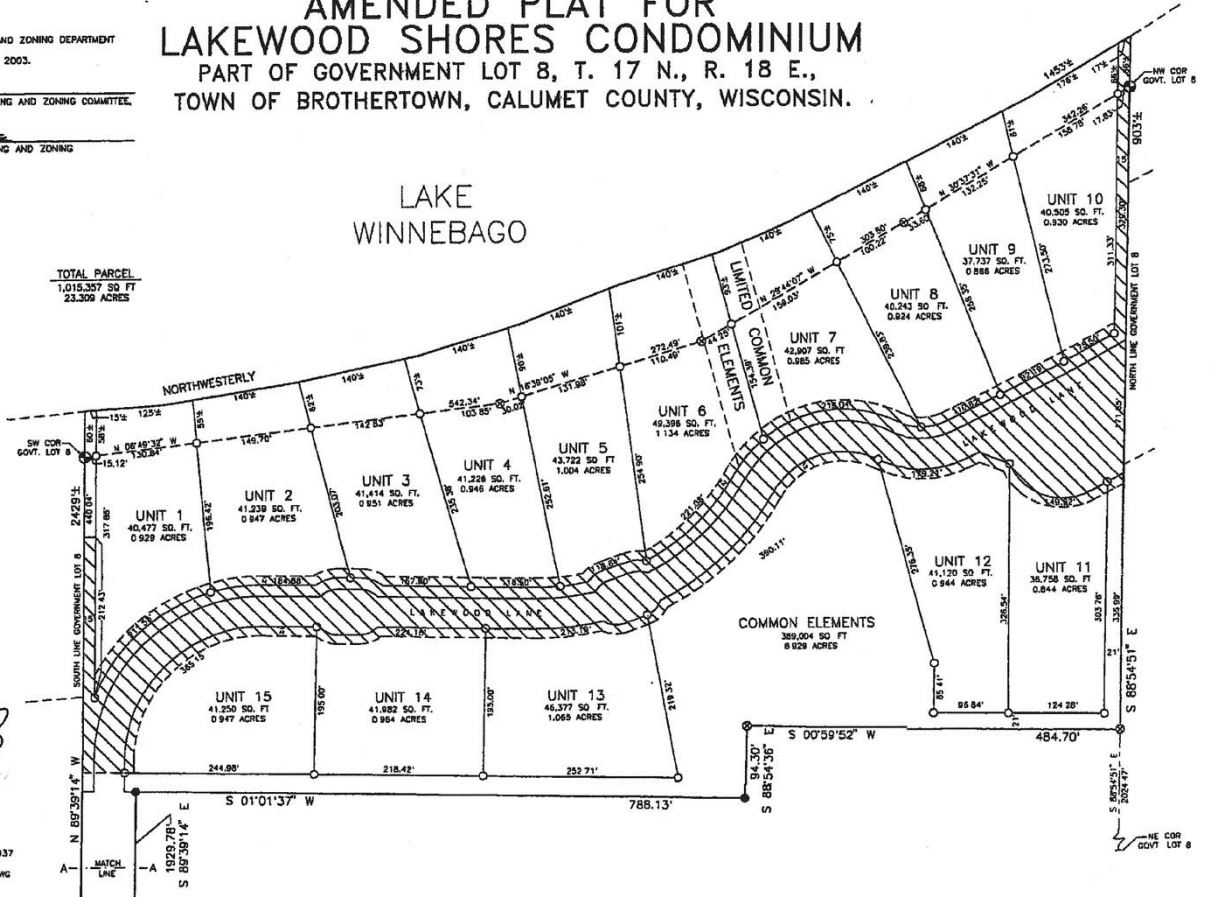
TOTAL PARCEL
1,015,357 SQ FT
23.309 ACRES

BEARINGS ARE ORIENTED TO THE SOUTH LINE
OF GOVERNMENT LOT 8, T. 17 N., R. 18 E.,
ASSIGNED BEARING, NORTH 89° 30' 14" WEST.

0' 100' 200'
SCALE: 1" = 100'



Gerald M. Risko
GERALD M. RISKO, WISCONSIN
REGISTERED LAND SURVEYOR
12-9-02
TRI-COUNTY LAND SURVEYING
YEAR ROUND SURVEYING
GERALD W. RISKO
REGISTERED LAND SURVEYOR, S-1203
N6887 WRIGHTWAY DR. STE F FOND DU LAC, WI 54937
PHONE: (920)808-3754 FAX: (920)808-3709
JOB NO. 02032 FILE 088-1218.TXT FILE 088-1218.DWG
C. T. R. L. M. D. SW



DOCUMENT # 537653

EXHIBIT D

Lakewood Shores Condominium
Legal Description

Units One (1), Two, (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15), and all common elements and limited common elements, in Amended Lakewood Shores Condominium, being a condominium' created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for Lakewood Shores Condominium" recorded May 2, 2003 in the Office of the Register of Deeds for Calumet County, Wisconsin as Document No. 355374, and an "Amended Declaration of Condominium for Lakewood Shores Condominium" recorded June 2, 2003 in the Office of the Register of Deeds for Calumet County, Wisconsin as Document No. 357659, and by a Condominium Plat therefore, and any amendments thereto; said condominium being located in the Town of Brothertown, Calumet County, Wisconsin, on the real estate described in said Declaration and incorporated herein by this reference thereto.

Also being described as:

Part of Government Lot 8, Township 17 North, Range 18 East, Town of Brothertown, Calumet County, Wisconsin, more particularly described as follows:

Commencing at the southeast corner of said Government Lot 8; thence North 89° 39'14" West, along the South line of said Government Lot 8, 2429 feet more or less to the shoreline of Lake Winnebago; thence Northwesterly, along said shoreline, 1453 feet more or less to the North line of said Government Lot 8; thence South 88° 54' 51" East, along said North line, 903 feet more or less; thence South 00° 59' 52" West, 484.70 feet; thence South 89° 54' 36" East, 94.30 feet; thence South 01 ° 01' 37" West, 788.13 feet; thence South 89° 39' 14" past, 1929.78 feet to the East line of said Government Lot 8; thence South 01 ° 02' 22" West, along said East line, 70.00 feet to the South line of said Government Lot 8 and the Point of Commencement.

SECTION 3
BY-LAWS
OF
LAKWOOD SHORES CONDOMINIUM ASSOCIATION, INC.

TABLE OF CONTENTS

	Page # (Bylaws / Disclosure)
Article I – Name and Purpose	2/37
Article II – Members, Voting and Meetings	2/37
Article III – Board of Directors	3/38
Article IV – Officers	5/40
Article V – Declarant Control	6/41
Article VI – Operation of the Property	6/41
Article VII – Repairs and Maintenance	8/43
Article VIII – Rules and Regulations	9/44
Article IX – General	11/46
Article X – Amendments	12/47
Article XI – Miscellaneous	12/47

**BY-LAWS
OF
LAKEWOOD SHORES CONDOMINIUM ASSOCIATION, INC.**

ARTICLE I

Name and Purpose

Pursuant to the Articles of Incorporation of Lakewood Shores Condominium Association, Inc., and the Amended and Restated Condominium Declaration for LAKEWOOD SHORES CONDOMINIUM, recorded in the Office of the Register of Deeds for Calumet County, Wisconsin (hereinafter, "Declaration"), the following are adopted as the By-Laws of Lakewood Shores Condominium Association, Inc. (hereinafter sometimes referred to as the "Association"), which is a non-stock corporation formed and organized to serve as an association of Unit Owners who own real estate and improvements (hereinafter the "Property") under the condominium form of ownership, as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration. All capitalized terms, unless defined herein, shall have the meanings assigned to them in the Declaration.

These By-Laws shall be deemed covenants running with the land and shall be binding on the Unit Owners, their heirs, administrators, personal representatives, successors, and assigns. These By-Laws are duly adopted by the Association as of April 10, 2021, and approved by at least 67% of the Unit Owners of LAKEWOOD SHORES CONDOMINIUM.

ARTICLE II

Members, Voting, and Meetings

2.1 MEMBERS. The rights and qualifications of the members are as follows:

a. Defined. Members of the Association shall be all owners of all Units in LAKEWOOD SHORES CONDOMINIUM. Every Unit Owner upon acquiring title to a Unit under the terms of the Declaration shall automatically become a member of the Association and shall remain a member until such time as his or her ownership of such Unit ceases for any reason, at which time his or her membership in the Association shall automatically cease.

b. One Membership and Vote Per Unit. One membership and one vote shall exist for each Unit. If title to a Unit is held by more than one person, the membership and vote related to that Unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the Unit is held. Voting rights may not be split, and shared membership interests with regard to a single Unit must be voted by one person pursuant to the designation of that person contained in the Membership List. If a Unit is leased, the lessor shall be entitled to cast the vote appurtenant to the Unit; if a Unit is sold under a land contract, the land contract vendee shall be entitled to cast the vote appurtenant to the Unit. In the event of a dispute, the Association shall be entitled to rely upon the ownership of the Unit as set forth in the Register of Deeds' Office of Calumet County, Wisconsin, and the Association may require a member to prove ownership before counting such vote. Notwithstanding the provisions of this section, if the Association has filed a statement of condominium lien against a Unit and the amount necessary to release such lien has not been paid at the time of the Association meeting, the owners of such Unit shall not be entitled to vote at such meeting.

c. Membership List. The Association shall maintain a current membership list (the "Membership List") showing the membership pertaining to each Unit, the address to which notice of meetings of the Association shall be sent, the mortgagee of the Unit, if any, and the person designated to cast the vote pertaining to such Unit. Only the person so designated shall be entitled to cast a vote in person or by proxy. A designation may be limited in time or may be changed by notice in writing to the Secretary of the Association signed by a majority of the persons having an ownership interest in the Unit.

d. Transfer of Membership. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance of that Unit. Membership in the Association may not be

transferred, except in connection with the transfer of a Unit. Upon transfer of a Unit, the Unit Owner shall pay any transfer fee required by the Association as established by the Board of Directors, and shall provide written notice of such transfer to the Association, including the name and address of the new owner, identification of Unit, date of transfer, name of the person designated to vote, the mortgagee of the Unit, if any, and any other information about the transfer which the Association may deem pertinent. The Association shall make appropriate changes to the Membership List effective as of the date of transfer. The Association may provide membership certificates to its members.

2.2 QUORUM AND PROXIES FOR MEMBERS' MEETINGS. A quorum for members' meetings shall consist of a majority of the votes in the Association. Votes may be cast in person or by proxy in accordance with designations in the Membership List. Proxies shall be valid only for the particular meeting(s) or time period designated therein, up to a maximum of 180 days, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally noticed.

2.3 ACT BY MAJORITY. The act of a majority of votes of the Association present in person or by proxy at any meeting at which a quorum is present shall be the act of the Association, unless provided otherwise under the Wisconsin Condominium Ownership Act.

2.4 TIME, PLACE, NOTICE, AND CALLING OF MEMBERS' MEETINGS. Written notice of all meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing by all Unit Owners, to each member at his or her mailing address or email address as they appear on the Membership List of the Association, and shall be mailed, personally delivered or emailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Meetings shall be held at such time and place as may be designated by the Board of Directors, including virtually via video conference.

2.5 ANNUAL AND SPECIAL MEETINGS. The annual meeting shall be held on or about the second Thursday in June of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two members of the Board of Directors and must be called by such officer upon receipt of a written request signed by members with no less than thirty percent (30%) of the votes in the Association.

ARTICLE III

Board of Directors

3.1 POWERS AND DUTIES OF THE BOARD OF DIRECTORS. The affairs of the Association, including management and operation of the condominium property, shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation, and these By-Laws.

3.2 BOARD OF DIRECTORS TO BE MEMBERS. All members of the Board of Directors shall be members of the Association.

3.3 NUMBER AND QUALIFICATIONS OF DIRECTORS. The Board of Directors shall consist of five (5) persons, to be classified with respect to the terms for which they severally hold office as set forth in paragraph 3.4 below. Each member of the Board of Directors shall be a member of the Association or, in the event that such member of the Association is not a natural person, the appointee of such member of the Association.

3.4 ELECTION AND TERM OF DIRECTORS. The members elected five (5) directors at the first annual meeting of the members of the Association, and such directors are classified with respect to the terms for which they hold office as follows:

(a) Two (2) directors whose terms will expire one (1) year after election at the first annual meeting of the members of the Association (Class "A" Directors). The initial Class A directors are Michael Neuman and Carol Riley.

(b) Three (3) directors whose terms will expire two (2) years after election at the first annual meeting of the members of the Association (Class "B" Directors). The initial Class B directors are Jon Maichel Thomas, Kenneth Scholz, and Sarah Lippner.

The successors to the class of directors whose terms expire as set forth above shall be elected to hold office for a term of two (2) years or until their successors are duly elected and qualified, or until any of said directors shall have been removed in the manner hereinafter provided, so that the term of one class of directors shall expire in each year.

3.5 VACANCIES ON BOARD. Vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote of the members shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until a successor is elected at the next annual meeting of the members at which that class of directors is to be elected.

3.6 REMOVAL OF DIRECTORS. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the votes of the membership present or represented at such meeting, providing a quorum is in attendance, and a successor may then and there be elected to fill the vacancy thus created.

3.7 ANNUAL MEETING AND NOTICE. An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members, for the purpose of electing officers and transacting such business as may come before the meeting. Notice of the regular annual meeting of the Board of Directors shall not be required.

3.8 REGULAR MEETINGS AND NOTICE. The Board of Directors may provide by resolution for regular or periodic meetings of the Board, to be held at a fixed time and place, and upon the passage of any such resolution, such meetings shall be held at the stated time and place without the necessity of other notice than such resolution.

3.9 SPECIAL MEETINGS AND NOTICE. Special meetings of the Board of Directors may be called by the President or by two (2) directors on three (3) days prior written notice to each director, given personally, by mail, or by electronic communication, which notice shall state the time, place and purpose of the meeting, and may include virtual meetings via video conference.

3.10 WAIVER OF NOTICE. Before, at or after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver by him or her of notice of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such Meeting.

3.11 QUORUM OF DIRECTORS – ADJOURNMENTS. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

3.12 FIDELITY BONDS. The Board of Directors may require that officers and/or employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

ARTICLE IV

Officers

4.1 DESIGNATION, ELECTION, AND REMOVAL. The principal officers of the Association shall be a President, Vice-President, Secretary, Treasurer, and Member-at-Large, to be elected annually by the Board of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his or her successor shall be elected at a regular meeting of the Board of Directors, or at any special meeting called for that purpose. Any two or more offices may be held by the same person.

4.2 PRESIDENT. The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. He or she shall have all the general powers and duties which are usually vested in the office of President including, but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein. The President shall perform such duties and have such other authority as may be delegated by the Board of Directors.

4.3 VICE-PRESIDENT. The Vice-President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If both the President and the Vice-President are unable to act, the Board of Directors shall appoint some other member of the Board to act on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board of Directors.

4.4 SECRETARY. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of the Secretary. The Secretary shall be responsible for maintaining the Membership List, and the issuance of membership certificates for the Association, if any.

4.5 TREASURER. The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. The Treasurer shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common and special charges and assessments made by the Association. The Treasurer shall count votes at meetings of the Association.

4.6 MEMBER-AT-LARGE. The Member-at-Large shall not have any specific duties, except to serve as a liaison between the members and the Board of Directors, and to perform such other duties as shall from time to time be imposed upon him or her by the Board of Directors.

4.7 LIABILITY OF DIRECTORS AND OFFICERS. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him or her as a director or officer of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent man or woman would have exercised or used under the circumstances in the conduct of his or her own affairs, or (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he or she had reasonable grounds to believe to be true. The Association shall, to the fullest extent permitted or required by Sections 181.0855 through 181.0889, inclusive, of the Wisconsin Nonstock Corporations Law, including any amendments thereto (but in the case of any such amendment only to the extent such amendment permits or requires the Association to provide broader indemnification rights than prior to the amendment) indemnify its directors and officers. The foregoing shall not be exclusive of other rights and defenses to which such person may be entitled as a matter of law. The Board of Directors may provide directors' and officers' liability insurance in such amounts and with such coverage as may be determined by the Board of Directors to be necessary or advisable from time to time.

4.7 COMPENSATION. No director or officer of the corporation shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the members.

ARTICLE V

Declarant Control

Declarant control of any element of LAKEWOOD SHORES CONDOMINIUM has passed fully to the Association.

ARTICLE VI

Operation of the Property

6.1 THE ASSOCIATION. The Association, acting through the Board of Directors, shall be responsible for administration, maintenance, management and operation of the condominium property, in accordance with the Wisconsin Condominium Ownership Act, the Declaration, the Articles of Incorporation, and these By-Laws. The Association, by resolution of the Board of Directors, shall have full power and authority to borrow money and acquire and convey property on behalf of the Association, provided that any single Association loan, acquisition, conveyance, or mortgage involving the sum of \$10,000 or more, shall first be approved by the membership at an annual or special meeting called for such purpose. The Association may contract for management services with a managing agent with respect to the administration and operation of LAKEWOOD SHORES CONDOMINIUM.

6.2 RULES AND REGULATIONS. The Association, through the Board of Directors, may from time to time adopt rules and regulations governing the operation, maintenance and use of the Units and the Common Elements by the Unit Owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the contracts, documents, and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective Units and the Common Elements by persons entitled thereto. The Association members, their lessees or guests, and any occupants of the Units, shall conform to and abide by all such rules and regulations. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate. The rules and regulations may be adopted, altered, and amended or repealed by either the members of the Association or the Board of Directors, in each case by an affirmative vote of 67% or more of the votes present or represented at a meeting at which a quorum is in attendance, provided such action has been included in the notice of meeting, and provided that no rule or regulation adopted by the members shall be amended or repealed by the Board of Directors if the rule or regulation so adopted so provides.

6.3 COMMON EXPENSES. The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the assessments payable by each Unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed against the Units and allocated among the members of the Association according to their respective percentages of ownership in the Common Elements of LAKEWOOD SHORES CONDOMINIUM as set forth in the Declaration. The assessments shall be made on an annual basis and shall be prorated and due and payable in monthly installments. If not paid on or before the due date, the assessment shall bear interest at the prevailing prime rate of interest as specified in the Wall Street Journal (or a comparable publication if the Wall Street Journal is no longer published) plus three percent (3%), determined as of the first day of each month (but in no event greater than allowed under applicable law), until paid in full. If delinquent for more than thirty (30) days, the Association may accelerate the annual assessment remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association. In the event the annual budget and assessments are not determined prior to the beginning of a fiscal year of the Association, the assessment for the prior year shall remain in effect until revised by the Board of Directors.

6.4 OPERATING BUDGET. The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" and one of which shall be designated the "reserve fund". The operating fund shall be used for all common expenses which occur annually or more frequently, such as amounts required for the cost of maintenance and repair of the Common Elements, management services, insurance, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as paving, construction, or renovation. The Board of Directors may establish the reserve fund in an amount consistent with the remaining life of the individual components of LAKEWOOD SHORES CONDOMINIUM. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition

to the operating fund may be charged against the reserve fund up to a maximum of 10% of the reserve fund. In the event that such funds prove inadequate to meet the necessary common expenses, or at the discretion of the Board of Directors, the directors may levy further assessment(s) against the Unit Owners.

The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against each Unit, if resulting from action by the Association. The Unit Owner or owners responsible for any lien which is paid by the Association but not the obligation of the Association shall be specially assessed for the full amount thereof. The directors may also use the reserve fund for the maintenance and repair of any Unit if such maintenance and repair, although the obligation of the Unit Owner, is necessary to protect the Common Elements. The full amount of the cost of any such maintenance or repair shall be specially assessed to the Unit Owner responsible therefor. Any charges against the reserve fund in accordance with the foregoing paragraphs which are not otherwise repaid to the fund shall be replenished by additional assessments against the Unit Owners in subsequent years.

The annual budget shall be prepared and determined by December 1st of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of common assessments payable on behalf of each Unit prior to the beginning of the new fiscal year, and shall furnish copies of the budget on which such common assessments are based to each member.

If within fifteen (15) days after the delivery of the budget to the members a petition is presented to the Board of Directors protesting such assessments or the budget upon which they are based, and the petition is signed by members representing more than fifty percent (50%) of the Association votes, then the directors shall notify all members of a meeting called for the sole purpose of reviewing such assessments or budget. At such meeting, the vote of more than fifty percent (50%) of the Association votes may revise the budget and assessments, and such revised budget and corresponding assessments shall replace for all purposes the ones previously established; provided, however, that the annual budget and assessments may not be revised downward to a point lower than the average total budget for the preceding two years and provided further, that if a budget and assessments have not been established and made for any two preceding years, then the budget and assessments may not be revised downward until two years of experience exist.

6.5 COMMENCEMENT OF PAYMENTS. The first installment of a regular assessment for each and every Unit shall be due and payable on the date of recordation of the first instrument of conveyance to a Unit, with subsequent installments due on the first day of each month thereafter, with the option to pay all regular assessment installments in a single annual payment due at the beginning of the fiscal year. Such monthly payments of regular assessments shall be in accordance with the proposed annual budget prepared by the Association. Installments for partial months shall be prorated.

6.6 FEES. The Association may charge fees to Unit Owners at the discretion of the Board of Directors for providing disclosure documents and payoff statements, reviewing building plans, and upon transfer of a Unit. The amount of any fees shall be reasonable in nature, and shall comply with the Act. An unpaid fee shall be treated the same as an unpaid assessment.

6.7 DEFAULT AND LIENS. All assessments, until paid, together with interest at the prime rate (as described in Section 6.3) plus three percent (3%) (but in no event greater than allowed under applicable law) and actual costs of collections, constitute a lien on the Units on which they are assessed and on the undivided interest in the Common Elements appurtenant thereto. If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Board of Directors, in the name of the Association, may file liens therefor and bring suit for and on behalf of the Association, as representative of all members, to enforce collection of such delinquencies or to foreclose the lien therefor, as provided by law, and there shall be added to the amount due the costs of collection and interest, together with attorney fees. Liens shall be signed and verified on behalf of the Association by any officer of the Association. The owners of a Unit against which a lien has been filed shall not be entitled to vote at Association meetings until the lien has been paid in full.

ARTICLE VII

Repairs and Maintenance

7.1 INDIVIDUAL UNITS. Each Unit Owner, at his or her sole expense, shall be responsible for keeping his or her Unit, and all buildings, structures, improvements, equipment, fixtures, landscaping and appurtenances in good order, condition and repair and in a clean and sanitary condition. Each Unit Owner must perform properly or cause to be performed all maintenance and repair work upon his or her own Unit which if omitted would affect the LAKEWOOD SHORES CONDOMINIUM in its entirety or in a portion belonging to other Unit Owners, and such Unit Owner shall be personally liable to the Association or to adjoining Unit Owners, as the case may be, for any damages caused by his or her failure to do so. Without in any way limiting the foregoing, in addition to keeping the Unit, buildings, structures, improvements, equipment, fixtures, landscaping and appurtenances in good repair, each Unit Owner shall be responsible for the maintenance, repair or replacement of any doors and windows (including replacement of broken glass), patio doors, garage doors, screens and screening, lighting fixtures, heating and air conditioning equipment (including appurtenant compressor and equipment), plumbing fixtures, interior electrical wiring and fixtures, door bells, private water wells, private sanitary sewer systems, or other equipment which may be in, or connect with, the Unit or the Common Elements appurtenant to the Unit.

7.2 COMMON ELEMENTS AND FACILITIES. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements, and shall cause the same to be maintained, repaired and kept in good, clean, attractive and sanitary condition, order, and repair, except to the extent individual Unit Owners are responsible therefor as provided hereinafter with respect to Limited Common Elements. Without in any way limiting the foregoing, the Association shall be responsible, at Association expense (unless necessitated by the negligence or misuse of a Unit Owner, or the tenant, guest or agent of a Unit Owner and not covered by insurance, in which case such expense shall be charged and specially assessed to such Unit Owner), for accomplishment of the following specific items of maintenance and repair with respect to the Common Elements:

- (a) All routine painting, repairing, restoration, maintenance, and decorating of building exteriors, walls and roofs (including patios), periodic painting of exterior doors and garage exteriors, for all Buildings or structures owned or controlled by the Association located upon the Common Elements;
- (b) All repair, restoration and general maintenance of the Common Elements;
- (c) Lawn care, including landscaping, fertilizing, watering, weed control, tree pruning, grass cutting, edging and trimming, as required;
- (d) Maintenance, repair or restoration of roads, walks, driveways and surface parking areas which are a part of LAKEWOOD SHORES CONDOMINIUM or on easements for its benefit;
- (e) Snow and ice removal with regard to roads, walks, driveways and surface parking areas within LAKEWOOD SHORES CONDOMINIUM or on easements for its benefit.

7.3 LIMITED COMMON ELEMENTS. Each Unit Owner, at his or her sole expense, shall be responsible for keeping the Limited Common Elements appurtenant to his or her Unit, as defined in the Declaration, in a good, clean, sanitary and attractive condition. No objects or structures, other than movable furniture or decorative pieces, shall be placed upon the Limited Common Elements without the prior written consent of the Board of Directors of the Association.

7.4 ASSOCIATION SERVICES. The Association may provide any service or maintenance requested by a Unit Owner or Owners with respect to individual Units or Limited Common Elements that the Association is able and willing to provide or perform, and shall specially assess such requesting Unit Owner or Owners therefore.

ARTICLE VIII

Rules and Regulations

8.1 RULES AND REGULATIONS. The Units and the Common Elements and Limited Common Elements shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and rules and regulations adopted by the Association and the Board of Directors from time to time as set forth in Section 6.2 above. The Rules and Regulations include, but are not limited to, the following:

- (a) **Residential Use.** For Units 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, no Unit Owner shall occupy such Unit, nor permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Unit Owner, the Unit Owner's family, or the Unit Owner's guests, except as hereinafter provided. For Units 11, 12, 13, 14 and 15, in addition to residential uses as described in this paragraph, Unit Owners may also use such Units for non-residential uses as described in the Declaration.
- (b) **Occupancy.** Units in LAKEWOOD SHORES CONDOMINIUM shall not be used or occupied by any person or group of persons for a period of less than thirty (30) consecutive days, except with prior written approval of the Association. The intent of this provision is to prohibit transient or similar uses of the Units which would involve multiple occupancies by different persons or groups of persons. Notwithstanding the foregoing, Unit Owners may permit non-paying guests, house-sitters, and parties performing legitimate household purposes, to occupy their Unit for less than thirty (30) consecutive days.
- (c) **Leases.** Owners of Units in LAKEWOOD SHORES CONDOMINIUM may lease their Units only pursuant to the following terms and conditions:
 - The lease must be in writing, signed by the Unit Owner and tenant, be for a term of at least 30 days, and on a form approved by the Association.
 - The lease must specifically obligate the tenant to abide by the terms and conditions of the Declaration, these By-Laws, and all rules and regulations of the Association.
 - Prior to the beginning of the lease term, the Unit Owner must provide the Association notice of the name and permanent address of the tenant, the term of the lease, and a copy of the written lease.
- (d) **Parking, Vehicle Storage, Obstructions.**
 - Automobiles, trucks, SUVs, motorcycles, boats, trailers, recreational vehicles, buses, semis and similar equipment shall be stored inside an indoor, fully enclosed parking garage or storage building on a Unit. Notwithstanding the foregoing, a Unit Owner may allow reasonable temporary outdoor parking for guests and household members on its driveway as needed for events, parties, and similar purposes. The Association may, in its discretion, determine whether temporary outdoor parking is reasonable under the circumstances.
 - Parking, staging, placement or storage of ANY vehicles, trailers, materials, equipment or personal property of a Unit Owner, or a Unit Owner's tenants, invitees or guests, is prohibited upon the Common Elements within LAKEWOOD SHORES CONDOMINIUM.
 - No playground equipment, bicycle racks, picnic tables, pools, or other similar structures or equipment may not be placed upon the Common Elements except as expressly permitted by the Association.
 - No temporary trailer, shed, garage, barn or other building or living quarter shall be permitted within LAKEWOOD SHORES CONDOMINIUM.

- Mobile minis, storage pods, dumpsters and similar items are not permitted for more than thirty consecutive (30) days within LAKEWOOD SHORES CONDOMINIUM. Permission to place such items shall be requested from the Association, and shall be related to an active remodeling project on the Unit or preparing for a Unit Owner's move into or out of a home on the Unit.
- (e) **Animals.** Owners of pets shall take reasonable precautions and efforts to prevent their pets from being a nuisance, annoyance or threat to other Unit Owners, occupants, guests, other pets, or the public at large. Dogs shall be leashed and in immediate control of a person at all times when upon any Common Element areas. No Unit may be used for pet boarding or breeding, or any other commercial animal or agricultural purpose. All pet waste droppings shall be immediately picked up and disposed of by the person in control of a pet. Poultry may be permitted on a Unit provided such animals comply with all applicable land use and zoning ordinances. In all cases, no animal, or animal related activity, shall be permitted in LAKEWOOD SHORES CONDOMINIUM if such animal or activity results in a public nuisance, impairs the quiet enjoyment and quality of life for other Unit Owners, or impairs the nature and character of LAKEWOOD SHORES CONDOMINIUM.
- (f) **Visual Obstructions; Impairment of Use.** The common elements shall be used for the purposes for which they were constructed. No person shall cause or permit the Common Elements to be used in any way as to deny, limit or hinder any Unit Owner or Unit occupant the full use of the Common Elements. Preserving views of Lake Winnebago throughout LAKEWOOD SHORES CONDOMINIUM is a priority for the Association and the Unit Owners, and any rule, regulation, covenant, or restriction established for LAKEWOOD SHORES CONDOMINIUM shall be interpreted and applied by the Association in the light most favorable to maximize and preserve such views.
- (g) **Increase of Insurance Rates.** Nothing shall be done or kept in any Unit or in any of the Common Elements which will increase the rate of insurance on the Common Elements, without the prior consent of the Association. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will result in the cancellation of insurance on any Unit or any part of any of the Common Elements, or which would be in violation of any law or ordinance. No waste will be committed in the Common Elements.
- (h) **Signs.** No sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements, excepting reasonable signs upon a Unit showing the Unit "for sale" not larger than two (2) feet wide by two (2) feet in height, without the prior written consent of the Association.
- (i) **Landscaping.** Unit Owners may plant and install flowers, plants, shrubs and other landscaping features, including pavers and walkways, within the 15' non-buildable set-back area on their Unit provided such items do not impair the adjacent Unit Owner's quiet enjoyment of their Unit, and do not impair viewing in LAKEWOOD SHORES CONDOMINIUM.
- (j) **Noxious and Illegal Activity.** No noxious, offensive or illegal activity shall be carried on in any Units or in the Common Element areas, nor shall anything be done therein which may be or become an annoyance or nuisance to others. All laws, zoning ordinances and regulations of governmental bodies having jurisdiction over LAKEWOOD SHORES CONDOMINIUM shall be complied with at all times, and the expense of such compliance shall be the obligation of Unit Owners.
- (k) **Hanging of Items.** The hanging of garments, rugs or other items from patios, doors, windows, balconies and other facades of Buildings or structures located upon a Unit is prohibited if facing or viewable from the road, except for reasonable and customary holiday decorations.
- (l) **Alteration, Construction or Removal.** Nothing shall be altered or constructed or removed from the Common Elements, except upon the written consent of the Association.
- (m) **Hunting.** Hunting, discharging of firearms, and the use of any type of weapon is prohibited in LAKEWOOD SHORES CONDOMINIUM.

- (n) **Snowmobiles, ATVs, UTVs.** These and similar vehicles may be permitted within LAKEWOOD SHORES CONDOMINIUM for the sole purpose of ingress and egress upon Common Elements from a Unit to Lake Winnebago.
- (o) **Fencing.** All fencing shall be subject to the Building Guidelines, Regulations and Restrictions of the Architectural Review Committee. Underground “invisible fencing” used for control of pets is permitted without Association approval, provided the invisible fence is not located within any restricted setback area.
- (p) **Waste.** Unit Owners shall keep their Units clean and litter free. No garbage container shall be permitted to remain at the pickup site for more than twelve (12) hours after pickup. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited, and garbage containers shall be situated only in locations designated by the Association. The Association reserves the right to require uniform waste receptacles throughout LAKEWOOD SHORES CONDOMINIUM. Such right shall be exercised by written notice to the Unit Owners who shall then be responsible for obtaining such uniform receptacles at the individual Unit Owner's expense. Each Unit Owner shall comply with present and future federal, state and local laws, ordinances, regulations and orders regarding collection, sorting, separating and recycling of waste products. Each Unit Owner shall hold harmless and indemnify the Association and each other Unit Owner for the indemnifying Unit Owner's failure to observe this section.
- (q) **Conflict.** The above rules and regulations, and those which may be hereafter adopted by the Association, are in addition to the Declaration, and the documents, contracts, declarations, and easements set forth in the Declaration, and in the event of a conflict, the Declaration and contracts, declarations, and easements set forth and referenced therein shall govern.
- (r) **Enforcement.** The foregoing rules and regulations and other rules and regulations adopted by the Association shall be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, court action if necessary, and monetary fines of not less than \$50 per violation per day to be charged and assessed by the Association uniformly against the owners of Units who violate or whose guests or Unit occupants violate such rules and regulations. Such fines shall be charged and assessed against the subject Unit and may be enforced and collected as an assessment for common expenses, including the foreclosure of a lien therefor.

8.2 ASSOCIATION RULES. The Association, acting through the Board of Directors, may approve and distribute to Unit Owners additional rules and regulations, and amendments to such rules and regulations, approved and adopted by the Board of Directors from time to time pursuant to Section 6.2 herein. All such rules and regulations shall be in writing and shall be distributed to the Unit Owners no less than 30 days prior to the effective date of such rules and regulations. Such rules and regulations, and the rules and regulations included in Section 8.1 of these By-Laws, may be altered, amended, or repealed pursuant to Section 6.2 herein.

ARTICLE IX

General

9.1 FISCAL YEAR. The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each calendar year.

9.2 ADDRESS. The mailing address of the Association shall be Lakewood Shores Condominium Association, Inc. located at N2341 Lakewood Lane Chilton, WI 53014.

9.3 SEAL. The Corporation shall have no corporate seal.

ARTICLE X

Amendments

10.1 BY MEMBERS. These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members, at any meeting called for such purpose, by the affirmative vote of Unit Owners having sixty-seven percent (67%) or more of the votes in the Association.

10.2 RIGHTS OF DECLARANT. Declarant retains no control or other rights over the Association or the LAKEWOOD SHORES CONDOMINIUM pursuant to these By-Laws.

ARTICLE XI

Miscellaneous

11.1 RECORD OF OWNERSHIP. Every Unit Owner shall promptly cause to be duly recorded or filed of record the deed, assignment or other conveyance to him or her of such Unit or other evidence of his or her title thereto, and shall file any lease with and present such other evidence of his or her title to the Board of Directors, and the Secretary shall maintain all such information in the Membership List of the Association.

11.2 MORTGAGES. Any Unit Owner who mortgages his or her Unit or any interest therein shall notify the Board of Directors of the name and address of his or her mortgagee, and also of any release of such mortgage, and the Secretary shall maintain all such information in the Membership List of the Association.

11.3 STATEMENT OF ASSESSMENTS. The Board of Directors or Treasurer of the Association, at the request of any mortgagee or any prospective purchaser of any Unit or interest therein, shall provide a statement to such person as to the amount of any assessments against such Unit then due and unpaid, within ten (10) business days after such request is received.

11.4 INDEMNIFICATION OF OFFICERS AND DIRECTORS. The Corporation shall, to the fullest extent permitted or required by Sections 181.0871 to 181.0889, inclusive, of the Wisconsin Nonstock Corporation Law ("Statute"), including any amendments thereto (but in the case of any such amendment, only to the extent such amendment permits or requires the Corporation to provide broader indemnification rights than prior to such amendment), indemnify its Directors and Officers against any and all liabilities, and advance any and all reasonable expenses, incurred thereby in any proceeding to which any Director or Officer is a party because such Director or Officer is a Director or Officer of the Corporation. The Corporation may indemnify its employees and authorized agents, acting within the scope of their duties as such, to the same extent as Directors or Officers hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against liabilities or the advancement of expenses which such Director or Officer may be entitled under any written agreement, board resolution, vote of the Members, the Statute or otherwise. All capitalized terms used in this Section 11.4 and not otherwise defined herein shall have the meaning set forth in Section 181.0871 of the Statute.

The Corporation may, but shall not be required to, supplement the foregoing right to indemnification against Liabilities and advancement of Expenses under the foregoing paragraph by (a) the purchase of insurance on behalf of any one or more of such Directors or Officers whether or not the Corporation would be obligated to indemnify or advance expenses to such Director or Officer under the foregoing paragraph, and (b) entering into individual or group indemnification agreements with any one or more of such Directors or Officers.

11.5 SUBORDINATION. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Condominium Ownership Act under the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meanings as in the Declaration or said Condominium Ownership Act.

11.6 INTERPRETATION. In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws shall be deemed or

construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

END OF BYLAWS

SECTION 4

**AMENDED ARTICLES OF INCORPORATION
OF
LAKEWOOD SHORES CONDOMINIUM ASSOCIATION, INC.**

(A Non-Stock Corporation)

The undersigned, being a natural person over the age of eighteen (18) years and acting as incorporator of a non-stock corporation under the provisions of the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes, does hereby adopt the following as the Articles of Incorporation of such corporation:

ARTICLE I

Name

The name of the Corporation shall be LAKEWOOD SHORES CONDOMINIUM ASSOCIATION, INC. (the "Association").

ARTICLE II

Period of Existence

The period of existence of the Association shall be perpetual.

ARTICLE III

Purposes

The purposes for which this Association is organized are as follows:

- (a) To serve as an association of Unit Owners who own real estate and improvements under the condominium form of ownership (such real estate and improvements hereinafter sometimes referred to as "condominium property"), as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Condominium Declaration for LAKEWOOD SHORES CONDOMINIUM, as recorded in the Office of the Register of Deeds for Calumet County, Wisconsin (hereinafter referred to as "Declaration");
- (b) To serve as a means through which the Unit Owners may collectively and efficiently administer, manage, operate and control the condominium property in accordance with the Condominium Ownership Act and the Declaration; and
- (c) To engage in lawful activity included in and permitted under the Condominium Ownership Act and the Declaration within the purposes for which a nonstock corporation might be organized under the Wisconsin Non-Stock Corporation Law.

ARTICLE IV

Powers

The Association shall have and exercise all of the powers enumerated in the Wisconsin Condominium Ownership Act and the Wisconsin Non-Stock Corporation Law, to the extent not inconsistent with the Condominium Ownership Act, the Declaration or the By-Laws, including without limitation, the following:

- (a) To exercise exclusive management and control of the Common Elements and facilities and Limited Common Elements described and set forth in the Declaration;

- (b) To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs or to properly effectuate the duties and responsibilities of the Association as set forth in the Declaration;
- (c) To maintain, repair, replace, reconstruct, operate and protect the Common Elements and facilities and Limited Common Elements as set forth in the Declaration;
- (d) To determine, levy and collect assessments against the Unit Owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the Association and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation, and protection of the Common Elements and facilities and Limited Common Elements as described and set forth in the Declaration;
- (e) To enter into contracts on behalf of the Unit Owners and act as agent of the Unit Owners, with regard to, among other things, common services as required for each unit, utilities, and such other matters as may be determined by the members of the Association;
- (f) To purchase insurance on the condominium property and insurance for the benefit of the Association and its members as set forth in the Declaration;
- (g) To make and amend By-Laws and reasonable rules and regulations governing, among other things, the use and operation of the condominium property in the manner provided by the Declaration;
- (h) To enforce by legal-means the provisions of the Condominium Ownership Act, the Declaration, the By-Laws, assessments and liens against the units, and any rules and regulations governing the use and operation of the condominium property;
- (i) To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the Association; and
- (j) To do all things necessary or convenient to effectuate the purposes of this Association and the Declaration

ARTICLE V

Members

All owners of units in LAKEWOOD SHORES CONDOMINIUM shall be entitled and required to be members of the Association, and membership shall be limited to such owners. The respective rights, qualifications and obligations of membership shall be set forth in the By-Laws of the Association.

ARTICLE VI

Principal Office and Registered Agent

The location principal office of the Association shall be N2341 Lakewood Lane, Chilton, WI 53014 and the registered agent shall be Kenneth Scholz located at N2341 Lakewood Lane, Chilton, WI 53014.

ARTICLE VII

Directors

The number of directors of the corporation shall be as fixed in the By-Laws, but in no event shall be less than three (3). The manner in which directors shall be elected, appointed or removed shall be provided in the By-Laws.

ARTICLE VIII

Officers

The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer. The officers shall be elected, appointed or removed in the manner provided by the By-Laws, and shall have and exercise the powers and duties assigned in the By-Laws.

ARTICLE IX

Incorporator

The name and address of the original incorporator of this Association is:

Thomas R. Huettl
N7170 Winnebago Drive
Fond du Lac, WI 54935

ARTICLE X

Stock, Dividends, Dissolution

The Association shall not have or issue shares of stock. No dividend shall ever be paid to members of the Association, and no part of the income, assets or surplus of the Association shall be distributed to its members, directors, or officers, except upon dissolution of the Association. The Association may pay compensation in reasonable amounts to employees, members, directors, or officers for services rendered, except as limited in the By-Laws, and may confer benefits upon its members in conformity with its purposes.

In the event of dissolution of the Association, and the removal of LAKEWOOD SHORES CONDOMINIUM from the provisions of the Wisconsin Condominium Ownership Act, all of the Association's assets, after payment of its liabilities and obligations, shall be distributed to the members of the Association in accordance with their undivided percentage interest in the Common Elements of the condominium.

ARTICLE XI

Amendment

These Articles may be amended in the manner provided by law at the time of amendment.

IN WITNESS WHEREOF, the undersigned has executed these Amended Articles this 16 day of August 2021.

Lakewood Shores Condominium Association, Inc.



Jon Maichel Thomas, President

SECTION 5

MANAGEMENT AND EMPLOYMENT CONTRACTS

TBD

SECTION 6

ANNUAL OPERATING BUDGET

2023 ANNUAL OPERATING BUDGET				
Income				
"Operating Fund"	Total Units	Month	Annual	Total Assessment
\$75 per month	15	\$75	\$900	\$13,500
Used for all common expenses which occur monthly, annually, or more frequently.				
"Reserve Fund"	Total Units	Month	Annual	Total Assessment
\$3,000 initial payment	15		\$3,000	\$45,000
\$175 per month remaining portion	15	\$175	\$2,100	\$31,500
Used for periodic expenses which occur less frequently, like road repair or final road construction.				
Expenses				
Snow Removal				\$700
Landscaping and groundskeeping				\$2,565
Insurance				\$1,100
Common Area Maintenance				\$875
Administrative / Accounting / Legal				\$6,500
Property Taxes				\$960

Subject to change

SECTION 7

LEASES

NONE

SECTION 8

EXPANSION PLANS

NONE / NOT PERMITTED

SECTION 9

FLOOR PLAN – None

MAP – See Plat on next page

AMENDED PLAT FOR LAKEWOOD SHORES CONDOMINIUM

PART OF GOVERNMENT LOT 8, T. 17 N., R. 18 E.,
TOWN OF BROTHERTOWN, CALUMET COUNTY, WISCONSIN.

LAKE
WINNEBAGO

LIMITED COMMON ELEMENTS

TOTAL PARCEL
1,015,357 SQ FT
23.309 ACRES

- LEGEND**
- 1.20" x 1/8" Iron Pipe Stake
 - Iron Pipe Found
 - Rebar Found
 - Ceometry Monument Found
 - Old Stake Monument Found
 - Single Family Residence Grounds

BOUNDARIES ARE SHOWN TO THE BOUND LINE OF GRASS BELTLAND, WITHIN ONE 1/2" OF THE BOUND LINE

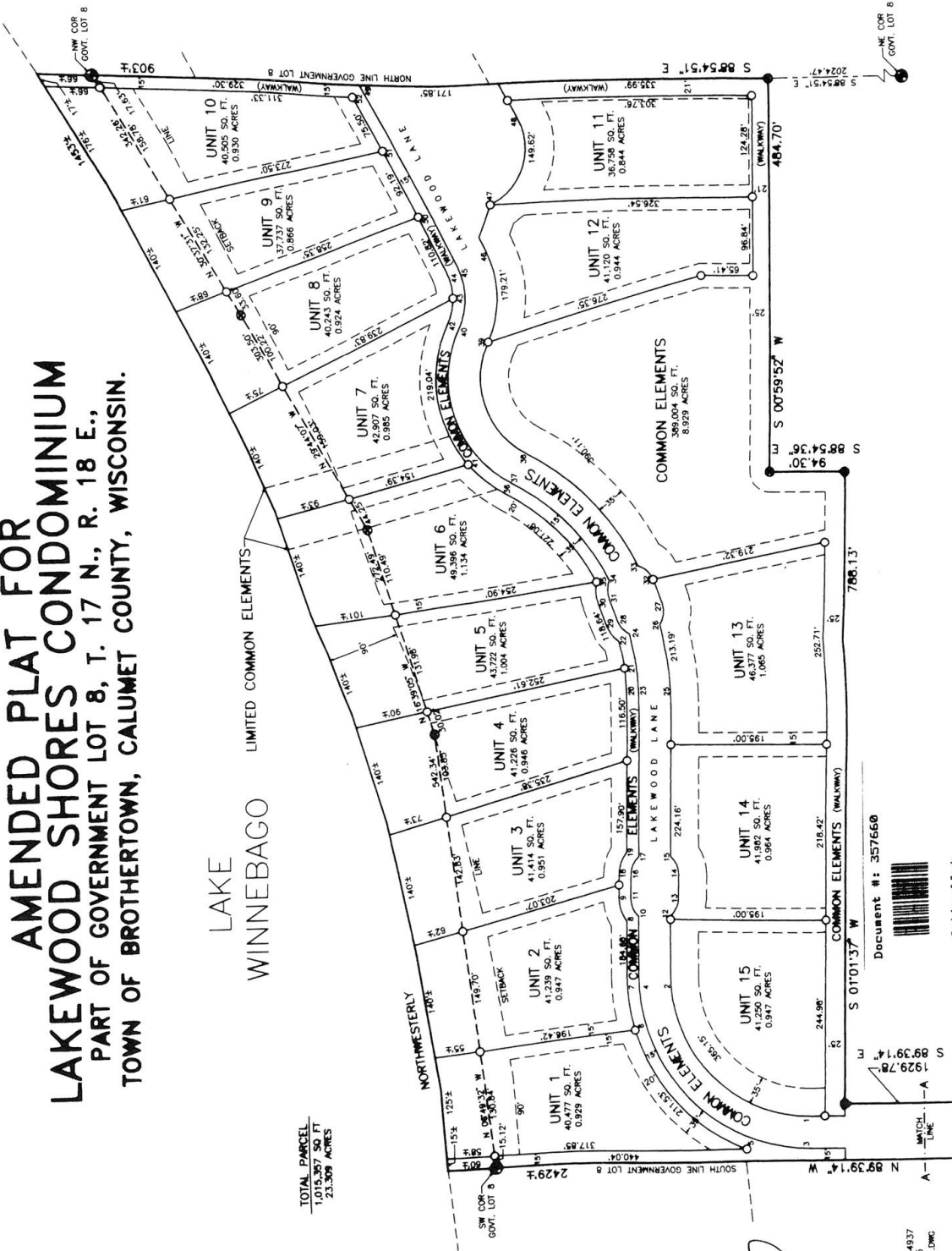
SCALE: 1" = 100'

12-A-02
LAKESIDE LAND SURVEYING
LAKESIDE, WISCONSIN
DANNY L. BROWN, LICENSED LAND SURVEYOR
F. FOND DU LAC, WI 54937
PHONE: (920)968-3704 FAX: (920)968-3705
FACSIMILE: (920)968-3718 E-MAIL: DLB@LAKESIDE-SURV.COM
JOB NO. 02038 C-11 O. B.

Document #: 357660



Register of Deeds
Calumet County, WI
Received for Record
Date: 6/02/03 17:47
Vol: C Page: 156



AMENDED PLAT FOR LAKEWOOD SHORES CONDOMINIUM PART OF GOVERNMENT LOT 8, T. 17 N., R. 18 E., TOWN OF BROTHERTOWN, CALUMET COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

PART OF GOVERNMENT LOT 8, TOWNSHIP 17 NORTH, RANGE 18 EAST, TOWN OF BROTHERTOWN, CALUMET COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

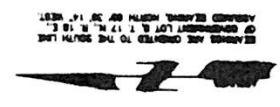
COMMENCING AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 8; THENCE NORTH 89° 39' 14" WEST, ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 8, 2429 FEET MORE OR LESS TO THE SHORELINE OF LAKE MONTECASSINO; THENCE NORTHEASTERLY, ALONG SAID SHORELINE, 1453 FEET MORE OR LESS TO THE NORTH LINE OF SAID GOVERNMENT LOT 8; THENCE SOUTH 88° 54' 30" EAST, ALONG SAID NORTH LINE, 903 FEET MORE OR LESS; THENCE SOUTH 00° 50' 52" WEST, 484.70 FEET; THENCE SOUTH 88° 54' 30" EAST, 94.30 FEET; THENCE SOUTH 01° 01' 37" WEST, 781.13 FEET; THENCE SOUTH 89° 39' 14" EAST, 1929.78 FEET TO THE EAST LINE OF SAID GOVERNMENT LOT 8; THENCE SOUTH 01° 01' 37" WEST, ALONG SAID EAST LINE, 70.00 FEET TO THE SOUTH LINE OF SAID GOVERNMENT LOT 8 AND THE POINT OF COMMENCEMENT.

SAID PARCEL CONTAINS 1,015.357 SQUARE FEET WHICH IS 23.309 ACRES EXCLUDING ROAD RIGHT-OF-WAY.

I FURTHER CERTIFY THAT I HAVE COMPILED WITH THE CURRENT PROVISIONS OF THE STATUTES OF THE STATE OF WISCONSIN IN SURVEYING AND MAPPING THE PRESENTATION OF THE EXTERIOR BOUNDARIES OF THE CONDOMINIUM ACCORDING TO OFFICIAL RECORDS, AND THAT NO ENCROACHMENTS BY ADJACENT PROPERTY OWNERS APPEAR FROM SAID SURVEY EXCEPT AS INDICATED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CERTIFIED THIS 9TH DAY OF DECEMBER, 2002 AT FOND DU LAC, WISCONSIN.

THIS INSTRUMENT DRAFTED BY GERALD M. RISK.



- LEGEND
0 1/2" x 1/2" IRON NAIL SET
1" IRON NAIL FOUND
CROWN FOUND
COUNTY BOUNDARY FOUND
CITY BOUNDARY FOUND
ADJACENT PROPERTY FOUND

TOTAL PARCEL 1,015.357 SQ. FT. 23.309 ACRES

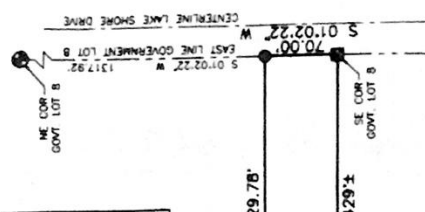


SCALE: 1" = 100'

S 89°39'14" E

N 89°39'14" W

Table with 5 columns: CURVE NO, RADIUS, CHORD BEARING, CHORD LENGTH, ARC LENGTH. It lists curve data for 15 curves, including bearings and lengths.



1929.78'

2429.78'

LAKEWOOD LANE

COMMON ELEMENTS