

**DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS**

**FOR**

**LAKE ARROWHEAD, TOWN OF ROME, ADAMS COUNTY**

**STATE OF WISCONSIN**

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N. E. ISAACSON OF WISCONSIN, INC., hereby declares the following restrictions, covenants and easements to be applicable to real property which it owns and which is described as follows: Lots 1 through 403 in Kingswood Addition to Royal Crest, Town of Rome, Adams County, Wisconsin, according to the recorded plat thereof in **File 2** of Plats, at **Envelope 3-6**.

### **I. Purpose**

The restrictions, covenants and easements contained in this Declaration are imposed to promote the quality of life at the Community by establishing standards for development and use of the property in the Community, preserving scenic beauty protecting environmental and ecological values, providing for the operation and use of facilities and utilities, safeguarding the enjoyment of Community lands and amenities, and by creating an organization through which these things may be accomplished, and which will enable the entire Community to be developed into an harmonious and integrated whole.

### **II. Application of Restrictions, Covenants, and Easements**

1. The restrictions, covenants and easements contained in this Declaration shall apply to all of the property in the Community and to all facilities located thereon; provided, however, that these restrictions, covenants and easements shall not apply to any property or facility which is owned, operated, or maintained by any political subdivision or any agency of any political subdivision during the time of such ownership, operation or maintenance where the application of these restrictions, covenants and easements would be inconsistent with any statute, ordinance, rule or regulation of such governmental entity.
2. The developer may declare these restrictions, covenants and easements applicable to other lands located in Adams County, Wisconsin, whether contiguous or not, in which event such other lands shall become a part of the Community. Such declaration by Developer may be made by a supplemental declaration or by a statement appearing on any recorded plat of any such lands to be added to the Community.

### **III. Definitions**

1. "Addition" shall mean any portion of the Community whose layout is the subject of a separate recorded plat.
2. "Architectural and Environmental Control Committee" shall mean a committee having one or more members named by the Developer. After completion of the sale of tracts in the Community, or at such earlier time as the Developer, in its sole discretion, deems the Club able to conduct this function fully and adequately, the Developer shall delegate the selection of the Committee members to the Club.
3. "Associated Structure" shall mean any building including, but not limited to dwelling buildings, commercial buildings, recreational buildings, garages, storage buildings, horse stables, playhouses, gazebos, and the like), fence, dock, pier, swimming pool, game court, retaining wall, driveway, drainage system, or similar structural improvement, including any additions, extensions, or modifications thereto, placed or built on any tract. "Associated Structure" shall also mean structural improvements placed or built by members on common areas or private areas, with the consent of the Developer, the Club, or the Committee.

4. "Board" shall mean the Board of Directors of Lake Arrowhead Association, Inc., a Wisconsin Corporation, formerly known as Royal Crest, Ltd.
5. "Camping Lot" shall mean a separate piece of land as shown on the plats of the several additions to the Community and identified thereon as such.
6. "Certificate Holder" shall mean that person, including contract purchasers, in whose name the title to a membership certificate or a special membership certificate is registered in the appropriate records of the Club. Only one person may be the holder of a membership certificate or a special membership certificate and any transfer to a new holder must be reflected in the appropriate records of the Club and becomes effective only upon the cancellation of the previously existing membership certificate or special membership certificate and the issuance by the Club of a replacement therefore. If a membership certificate or special membership certificate is issued in the name of more than one person, then the person whose name first appears on said Certificate shall be deemed to be the certificate holder for all purposes, unless in the records of the Club some other person is designated as the certificate holder.
7. "Certificate Holder Member" shall mean a person who is a member by virtue of being a certificate holder.
8. "Certificate Holder Membership" shall mean the right and entitlement to be a member in the Club, which a person has by virtue of being a certificate holder member.
9. "Club" shall mean Lake Arrowhead Association, Inc., a Wisconsin corporation, formerly known as Royal Crest, Ltd.
10. "Club Road" shall mean any roadway or right-of-way owned and maintained by the Developer of the Club, other than a private road, shown on the plats of the several additions to the Community and identified thereon as such, and which is owned and maintained by the Developer or the Club for the use, enjoyment, and benefit of all members of the Club.
11. "Commercial Condominium Area" shall mean a separate piece of land as shown on the plats of the several additions to the Community and identified thereon as such.
12. "Commercial Condominium Lot" shall mean a separate piece of land underlying and comprising a part of a separately organized condominium, which is established or proposed to be established by the Developer or by others, with the approval of the Developer.
13. "Commercial Lot" shall mean a separate piece of land as shown on the plats of the several additions to the Community and identified thereon as such.
14. "Commercial Parcel" shall mean commercial lots and commercial units.
15. "Commercial Parcel Owner" shall mean the owner of a fee interest or undivided fee interest in any commercial parcel.
16. "Commercial Unit" means an individual commercial space comprising a part of a condominium established or proposed to be established on a commercial condominium lot and any property interest in the commercial building and in the commercial condominium lot on which such building stands, or is proposed to stand, and in the other improvements on such lot related to the ownership of such space.

17. "Committee" shall mean the Architectural and Environmental Control Committee.
18. "Common Area" shall mean any greenway, club road, or other land in the Community which is not shown on the plats of the several additions as a part of any tract, private area, or utility area. "Common Area" shall also include the body and bed of any lake, stream, canal, channel, or other waterway which is included in any such addition and shall also mean the body and bed of Fourteen mile Creek located in Adams County, Wisconsin, and any flowages, impoundments, or structures constructed or to be constructed therein or thereon from the headwaters of said Creek to its place of entry into the flowage of the Wisconsin River; however, the developer or the Club shall not be deemed to have assumed or guaranteed any responsibilities, maintenance or other obligation with respect thereto except as they may in their sole discretion, from time to time undertake.
19. "Common Facility" shall mean any improvement other than a private facility, situated on the common areas or elsewhere owned, operated, and maintained by the Developer or the Club for the use, enjoyment and benefit of all members of the Club.
20. "Community" shall mean all those lands above described and any lands added thereto under the provisions hereof.
21. "Condominium Area" shall mean residential condominium areas and commercial condominium areas.
22. "Corporate Area" shall mean common areas and private areas.
23. "Corporate Facility" shall mean common facilities and private facilities.
24. "Corporate Road" shall mean both private roads and club roads.
25. "Declaration" shall mean this Declaration of Restrictions, Covenants and Easements applicable to Lake Arrowhead, formerly known as Royal Crest.
26. "Developer" shall mean East Briar, Inc., a Wisconsin Corporation, its successors, assigns, or designees. An assignment or designation by a Developer of a New Developer shall be sufficient if in a writing signed by such assigning or designating Developer which states that the assignment or designation is made pursuant to this Section of the Declaration.
27. "Dwelling" shall mean a building or unit used for residential purposes.
28. "Fairway Lot" shall mean a separate piece of land as shown on the plats of the several additions to the Community and identified thereon as such.
29. "Family" shall mean persons related by blood, marriage, or adoption.
30. "Family Lot" shall mean a separate piece of land as shown on the plats of the several additions to the Community and identified thereon as such.
31. "Greenway" shall mean a separate piece of land as shown on the plats of the several additions of the Community and identified thereon as such.

32. "Lot" shall mean residential lots, commercial lots, residential condominium lots, and commercial condominium lots.
33. "Member" shall mean a residential parcel owner or a certificate holder in the Club.
34. "Membership Certificate" shall mean the document entitling the holder thereof to membership in the Club subject to the applicable provisions of this Declaration and the Articles of Incorporation and By-Laws of the Club.
35. "Mobile Home Lot" shall mean a separate piece of land as shown on the plats of the several additions to the Community and identified thereon as such.
36. "Owner" shall mean a commercial parcel owner and a residential parcel owner.
37. "Owner Member" shall mean a person who is a member by virtue of being a residential parcel owner.
38. "Owner Membership" shall mean the right and entitlement to be a member in the Club, which a person has by virtue of being an owner member.
39. "Parcel" shall mean residential parcels and commercial parcels.
40. "Person" shall include within its meaning all legal entities including corporations and partnerships in addition to human individuals.
41. "Private Area" shall mean any private greenway and private road.
42. "Private Facilities" shall mean those improvements situated on the private areas, the common areas, or elsewhere owned, operated and maintained by the Developer or the Club for the exclusive use, enjoyment, and benefit of the owners of those tracts specifically designated by the Developer on the plat of the addition in which such private facilities are located, or in the Supplemental Declaration relating to such addition. If no such designation is made on a plat or in a supplemental declaration, the private facilities shall be for the exclusive use, enjoyment and benefit of the owners of those tracts, which border upon the private area upon which such facilities are located.
43. "Private Greenway" shall mean a separate piece of land as shown on the plats of the several additions of the Community and identified thereon as such, and which is owned and maintained by the Developer or the Club for the exclusive enjoyment and benefit of the owners of those tracts specifically designated by the Developer on the plat of the addition in which such private greenway is located, or in the Supplemental Declaration relating to such addition. If no such designation is made on the plat, or in a Supplemental Declaration, the private greenway shall be for the exclusive enjoyment and benefit of the owners of those tracts, which border thereon.
44. "Private Road" shall mean any roadway or right-of-way shown on the plats of the several additions to the Community and identified thereon as such, and which is owned and maintained by the Developer or the Club for the exclusive enjoyment and benefit of the owners of those tracts specifically designated by the Developer on the plat of the addition in which such private road is located, or in the Supplemental Declaration relating to such addition. If no such designation is made on the plat or in a Supplemental Declaration, the private road shall be for the exclusive enjoyment and benefit of the owners of those tracts, which border thereon.

45. "Ranch Lot" shall mean a separate piece of land as shown on the plats of the several additions to the community and identified thereon as such.
46. "Residential Condominium Area" shall mean a separate piece of land as shown on the plats of the several additions to the Community and identified thereon as such.
47. "Residential Condominium Lot" shall mean a separate piece of land underlying and comprising a part of a separately organized condominium, which is established or proposed to be established by the Developer, or by others and with the approval of the Developer.
48. "Residential Lot" shall mean family lots, mobile home lots, camping lots, restricted lots, ranch lots, fairway lots, water front lots.
49. "Residential Parcel" shall mean residential lots and residential units.
50. "Residential Parcel Owner" shall mean that one person appearing in the appropriate county records as the owner of a fee interest (or such other interest as is hereinafter provided) in any residential parcel, but shall not include a person owning such interest for security purposes only. If there be no person owning a fee, then the "residential parcel owner" shall mean the one person owning the largest undivided fee interest; or if there be no such largest undivided fee interest then from among those persons owning such undivided fee interests of equal size, the "Residential Parcel Owner" shall mean the one person appearing in the appropriate county records to have acquired the undivided fee interest at a date and time earlier than the date and time at which the remaining undivided fee interests were acquired; or if there be no such undivided equal fee interest acquired at an earlier date and time, then from among those persons owning equal undivided fee interests acquired at the same date and time the "Residential Parcel Owner" shall mean the one person first named in the appropriate county records.
51. "Residential Unit" shall mean an individual residential space comprising a part of a condominium established or proposed to be established on a residential condominium lot and any property interest in the dwelling building and in the residential condominium lot on which such building stands or is proposed to stand and in the other improvements on such lot related to the ownership of such space.
52. "Restricted Lot" shall mean a separate piece of land as shown on the plats of the several additions to the Community and identified thereon as such.
53. "Special Membership Certificate" shall mean the document entitling the holder thereof to membership in the Club, subject to the applicable provisions of this Declaration and of the Articles of Incorporation and By-Laws of the Club.
54. "Supplemental Declaration" shall mean a declaration of restrictions, covenants and easements placed of record by the Developer, which is in addition to this Declaration, and which relates to a specific addition. A supplemental declaration may be made by a statement on the recorded plat of an addition to the Community referring to this Declaration.
55. "Tract" shall mean parcels, lots, and condominium areas.
56. "Unit" shall mean residential units and commercial units.

57. "Utility" shall mean the Developer and it shall or may own, construct, operate, and maintain all or part of those facilities which provide service in the Community such as water, sanitary sewer, electrical service, telephone service, roads, removal of garbage and other refuse, lake and stream water quality management and maintenance, dam management and maintenance, or the like. The Developer may continue to serve as or be the utility or may at any time sell, assign, or otherwise transfer all or any part of the function, obligations, rights and authority (including the authority to establish and collect assessments and charges) of the utility to any individual, corporation, partnership, not for profit corporation, public or quasi-public body, governmental entity, the Club, or any other entity.
58. "Utility Area" shall mean a separate piece of land as shown on the plats of the several additions to the Community and identified thereon as such.
59. "Waterfront Lot" shall mean a separate piece of land as shown on the plats of several additions to the Community and identified thereon as such. A Waterfront Lot need not be located adjacent to or front on any lake, stream, or other waterway. On those additions, which are presently part of the Community, the following lots are designated as Waterfront Lots: Addition - Northwater Lots 1 through 20, 72 through 78.

#### **IV. Family Lots**

Any provisions of this Declaration to the contrary notwithstanding, the following provisions shall be applicable with respect to Family Lots:

1. All lots not specifically designated to the contrary on the plat of a specific addition to the Community, or in the Supplemental Declaration relating to such addition to the Community, shall be Family Lots.
2. All lots in the Kingswood Addition, including but not limited to lots 1 through 403, shall be designated as Family Lots.

#### **V. Restrictions**

Unless provided to the contrary on the plat of a specific addition to the Community, or in the Supplemental Declaration relating to such addition to the Community, the following restrictions, prohibitions and requirements apply to all property to which this Declaration applies.

1. No outside toilet or privy may be erected or maintained in the Community, except by the Developer, the Club, the Utility or construction firms or personnel receiving authorization to do so from the Developer, the Club, or the Utility.
2. No person may introduce or permit to remain on any property over which he exercises control any diseased or noxious plant, animal or insect, the presence of which would threaten existing or permitted vegetation, or would diminish any person's proper and lawful enjoyment of the community and its amenities.
3. No person may engage in any activity which unreasonably interferes with the privacy of any other person, or with any other person's proper and lawful enjoyment of the Community and its amenities.
4. No noxious, offensive or illegal activities shall be carried on any tract.

5. No person may conduct or engage in any occupation or profession for gain on or in any residential parcel.
6. No mobile home may be placed on any tract other than on mobile home lots for any purpose, whether permanent or temporary, except that the Developer or the Club may use or permit the use of mobile homes, trailers or similar structures for temporary purposes, such as construction office, sales and business offices and the like.
7. Camping
  - a. No camper trailer, camping vehicle, motor home, tent, or other similar vehicle or structure may be placed or erected on any tract for permanent or temporary use, except as hereinafter expressly provided.
  - b. A camper trailer, camping vehicle, motor home, tent, or other similar vehicle or structure may be placed or erected for use on a water front lot for a period of five (5) years commencing from the date of the initial sale of such lot by the Developer or until January 1, 1985, whichever termination date is later.
  - c. A camper trailer, camping vehicle, motor home, or other similar vehicle or structure may be placed or erected on a fairway lot, with the exception of those lots in the St. Andrews Addition, for a period of ten (10) years commencing from the date of the initial sale of such lot by the developer. With respect to those lots in the St. Andrews Addition, the aforesaid period shall be three (3) years commencing from the date of the initial sale of such lot by the developer. No tents or similar structures may be placed or erected on a fairway lot.
  - d. A camper trailer, camping vehicle, motor home, tent, or other similar vehicle or structure may be placed or erected on a camping lot and such right shall be perpetual and shall not terminate.
  - e. A camper trailer, camping vehicle, motor home, tent, or similar vehicle or structure may be placed or erected on any lot, other than a water front lot, fairway lot or camping lot for a period of ten (10) years from the date of the initial sale by the developer or until January 1, 1990, whichever termination date is later.
  - f. All camping vehicles referred to above shall be of a conventional design and color and shall not include converted vehicles such as buses, ambulances and hearses. No ungaraged boat, snowmobile, or similar craft or other gear shall be parked or left on any tract at any time when not in daily use; except that the same may be permitted on tracts upon which the principal residential or commercial structure has been completed, but only to the extent specifically permitted under rules adopted by the Committee.
8. No freezers, refrigerators or other appliances and no furniture, other than furniture originally constructed for lawn or other outdoor use, may be installed or placed outside of any dwelling or building.
9. No more than twenty-five percent (25%) of the trees growing between a structure constructed on a residential lot and the property lines of such lot may be removed, except as may be consistent with the practice of normal silviculture techniques. Where trees and vegetation must be removed during the

construction of improvements on any property, the areas remaining uncovered by improvements after the completion of the construction must be revegetated as soon as is practicable to minimize the possibility of erosion and to restore the visual esthetics of the area.

10. No building techniques, which promote unusual or unnecessary erosion problems, are to be employed on any residential lot and no more vegetation will be removed than is necessary to good construction practice, and excavated materials shall be stockpiled or disposed of in a manner that will minimize the potential to erode.
11. Once construction of any associated structure is started, all exteriors, including color and finish, shall be completed within three (3) months in the case of mobile home lots; nine (9) months in the case of residential lots; and eighteen (18) months in the case of commercial lots; residential condominium lots and commercial condominium lots, from the date upon which the Committee issued its written approval of the construction plans or proposals, unless written permission to extend such time periods have been received from the Developer or the Committee.
12. No residence building shall be occupied until the same has been connected to a private water system and private septic system installed pursuant to law or to central water and sewage systems where applicable.
13. No stripped, partially wrecked, or junked motor vehicle, trailer, boat, refrigerator, stove, other appliance, or any other salvage item of any kind, or parts thereof, shall be permitted to be parked, kept or stored on any public street, tract or corporate area in the community.
14. Every fuel storage tank located wholly or partly outside of any enclosed building shall be buried beneath the surface of the ground, painted or screened by fencing or shrubbery in a manner approved by the Committee.
15. All outdoor clothes poles, clotheslines and similar equipment shall be placed or appropriately screened by redwood fencing, grape stake or shrubbery so as not to be unsightly when viewed from any roadway, lake or corporate facility.
16. All tracts whether occupied or unoccupied, shall be well-maintained and no unattractive growth or accumulation of rubbish, garbage, trash, ashes, debris, or other refuse shall be permitted.
17. No oil or natural gas drilling or refining, and no mineral quarrying, or mining operations of any kind shall be permitted upon or in any tract.
18. Any associated structure, which may be destroyed in whole or in part by fire, windstorm, earthquake, or for any other cause or act of God, must be rebuilt or all debris removed and the ground restored to a slightly condition with reasonable promptness; provided, however, that in no event shall such debris remain longer than six (6) months. Should such debris remain for longer than this period, the Association shall remove the debris at the owner's expense.
19. No dwelling building shall be constructed on any mobile home lot other than a one family mobile home which term shall include dwelling buildings commonly known as "double wide" mobile homes) with skirting and with the hitch removed or enclosed with a skirting material. No mobile home dwelling building shall have a floor area less than five hundred (500) square feet, or a width of less than twelve

(12) feet, exclusive of porches, garages or other areas not designated and used for ordinary interior living purposes. One (1) garage having a minimum width of sixteen (16) feet and a minimum length of twenty-two (22) feet and one (1) accessory building, which accessory building may be used only as a playhouse, gazebo, or for the storage of lawn, garden and sports equipment, may also be constructed. Any such garage or accessory building must be compatible with the aesthetic standards of the community.

20. No associated structure may be constructed on any property in the Community if such associated structure does not conform to the applicable governmental building codes in force at the time, or if such associated structure does not conform with the specifications of the road district or other applicable governmental subdivision with respect to the installation of driveway tubes, culverts, swales and the like.
21. On residential lots, no dwelling building, accessory building, or garage may be constructed within thirty-five (35) feet from any public road right-of-way, within thirty-five (35) feet from any corporate road right-of-way, within ten (10) feet of any lot sideline, or within twenty-five (25) feet of any rear lot line. To the extent that camping is allowed on any of the lots by the Declaration, placement of all camping vehicles and equipment shall also be subject to these setback requirements, except in the case of Waterfront Lots where no camping vehicles and equipment may be placed within fifty (50) feet of any rear lot line and in the case of Fairway Lots where no camping vehicles and equipment may be placed within seventy-five (75) feet of any rear lot line. Whenever two (2) or more contiguous residential lots shall be owned by the same persons, and such person shall desire to use two (2) or more of them as a consolidated site, application shall be made to the Committee for permission to depart from the setback requirements along the common lot lines of the consolidated site. If written permission for such consolidated use shall be granted, the lots constituting the consolidated site shall be treated as a single residential lot, as the case may be, for the purpose of applying provisions of this paragraph which relate to building setback requirements and for the purpose of applying the provisions of this Declaration which relate to the reservations of easements along lot lines. If a consolidated site is at any time separated back into its component residential lots, the building setback requirements and reservations of easement shall again be applicable without reduction or limitation of any sort. Septic systems shall be setback not less than one hundred and twenty-five (125) feet from the normal water line of Lake Arrowhead.
22. No parcel or lot shall be divided or redivided, except as is otherwise specifically provided in this Declaration.
23. Nothing may be done on any residential lot, which alters the surface drainage patterns in such a way as to be detrimental to any other tract in the Community.
24. Limitations relating to size, configuration, construction technique, exterior appearance, permissible density of dwelling units or commercial establishments; regulations relating to accessory buildings or other improvements of any kind; limitations on use by guests or business invitees; and similar limitations and requirements relating to commercial parcels, residential, condominium lots, and condominium areas shall be determined by the Developer on an individual basis with respect to each such commercial parcel, residential, condominium lot, and condominium area.
25. The Committee may establish rules and regulations governing the burning of trash, rubbish, grass, brush, and other materials anywhere in the Community.

26. No building shall be constructed on any family lot, ranch lot, camping lot, waterfront lot, fairway lot or restricted lot other than one single family dwelling building, one (1) garage having a minimum width of sixteen (16) feet and a minimum length of twenty-two (22) feet and one (1) accessory building, which accessory building may be used only as a playhouse, gazebo, or for the storage of lawn, garden and sports equipment, except that in the case of ranch lots, unless otherwise prohibited in this Declaration, a stable may be constructed in addition to the aforementioned accessory buildings. Any such garage or accessory building must be compatible with the aesthetic standards of the Community. In the case of fairway lots and waterfront lots, the accessory building must be constructed at the same time as or subsequent to the construction of the dwelling building, provided however, that the owner of a fairway lot or waterfront lot, prior to construction of a dwelling building, may file an application with the Architectural and Environmental Control Committee for a permit to construct an accessory building prior to the construction of a dwelling. Such application shall contain such information as the committee may request including, but not limited to, drawings of the proposed structure, its location and color. The Committee shall have full discretion as to whether or not to grant such permit.
27. No dwelling building which has a ground floor area of less than seven hundred and sixty (760) square feet, exclusive of porches, garages, or other areas not designated and used for ordinary interior living purposes shall be constructed on any family lot, ranch lot or camping lot and no such dwelling building having a ground floor area less than one thousand (1,000) square feet shall be constructed on any fairway lot, restricted lot or waterfront lot.
28. No dwelling building which has a minimum width of less than twenty-four (24) feet, exclusive of porches, garages, or other areas not designed and used for ordinary interior living purposes, shall be built on any camping lot, fairway lot, family lot, ranch lot, restricted lot or waterfront lot.
29. Unless written consent to the contrary has been obtained from the Committee or the Developer, the following restrictions, prohibitions and requirements apply to all property to which this Declaration applies.
  - a. All associated structures shall be built of substantially new material and the placement of used structures shall be prohibited.
  - b. No animals or livestock of any description, except the usual household pets, shall be permitted; except that horses, ponies and the like shall be permitted in specific area or tracts specifically designated by the Developer on the plat of the addition in which such areas or tracts are located or in the Supplemental Declaration relating to such addition. Horses, ponies and the like may also be permitted at common facilities and private facilities provided by the Developer or the Club or with the approval of the Developer or the Club. No more than two (2) mature dogs, and no more than two (2) mature cats may be kept at any residential parcel and then only in accordance with such rules and regulations that the Board may from time to time adopt. Notwithstanding the other provisions of his paragraph, on ranch lots a total of not more than four (4) horses, ponies and the like - not more than two (2) of which may be mature - may be kept except with the written consent of the Committee.
  - c. No sign (including, but not limited to, "For Sale," "For Rent," or similar signs), billboard or other advertising structure of any kind may be erected or maintained anywhere in the Community, except by the Developer or the Club, except on commercial or public establishments, and then only in accordance with standards established by the Developer or the Club. The Developer or

the Club may permit identification signs to be placed on lots and may establish standards and rules governing the use of such identification signs.

- d. No associated structure may be used as a model or exhibit (including a model house) except by the Developer or with the Developer's written consent.
- e. No tree over six (6) inches in diameter shall be removed, except as necessary for construction purposes.
- f. No one may build or place any associated structure upon or change the surface elevation of any area, which is the subject of any easement or right-of-way, and if approval to the contrary is received from the Committee or the Utility, as the case may be, such approval shall in no way limit or reduce either the purposes for which such easement may be used or the size of such easement and any damage to any such associated structure, or to anything else placed, built, grown, or developed in or on such easement or right-of-way area shall be the sole obligation and at the sole expense of the person owning or responsible for such associated structure, or anything placed, built, grown, or developed upon such easement area or right-of-way.
- g. No driveways that have swale ditches (where culverts are not required) may be constructed with earth, clay or gravel surfaces. Swale driveways must be either blacktop or concrete from the edge of the paved roadway to the front lot line, and must have a minimum width of twelve (12) feet.
- h. No driveways that require culverts may be constructed without formed culvert endwalls at each end of the pipe. The formed culvert endwall must be the same material as the pipe, either concrete or galvanized metal, and be of commercial manufacture.
- i. No dwelling building, including any portion of extension thereof, may be constructed on any residential lot which does not have a full foundation, or which does not rest on a continuous footing with continuous support walls.
- j. No associated structure may be constructed with a wood, metal, asphalt, brick, stucco, concrete or concrete block, or other exterior (including roofs, chimneys, vent pipes, foundations and all other exterior surfaces other than glass surfaces) which is not painted, stained, or otherwise colored in subdued natural tones which are compatible with the visual esthetics of the surrounding natural environment. The Committee shall be the final judge of what constitutes "subdued natural tones which are compatible with the usual esthetics of the surrounding natural environment."
- k. No structure commonly known as a "double wide" home or as a "double wide" mobile home shall be placed on any tract except on mobile home lots.
- l. No one may construct an associated structure, or carry out any other construction work on any residential lot with a cost in excess of One Hundred Dollars (\$100.00), without prior approval of the Committee. Persons applying to the Committee for its approval must conform to the following procedures.

- i. Complete plans for any proposed associated structure or other construction work, containing such information as may be required, and in such form as may be acceptable to the Committee, must be submitted to the Committee at least thirty (30) days before the planned commencement of any construction.
- ii. Plans previously submitted, which are not disapproved within twenty-five (25) days after submission, shall be deemed to be approved by the Committee.
- iii. All submissions to the Committee include a proposed schedule for completion of the construction and assurances acceptable to the Committee that its completion will not be unreasonably delayed.
- iv. The Committee may charge a submission fee to defray its cost of operations, such fee not to exceed \$10.00 on any improvement with a cost of \$2,500.00 or less, and not to exceed \$25.00 on any improvement with a cost in excess of \$2,500.00. The Board may increase the maximum allowable fees by a percentage not to exceed the percentage by which the Federal Consumer Price Index (or substitute or successor index) at the time such increase is made exceeds the Federal Consumer Price Index for June, 1974.
- v. Approval hereunder shall not be required for any associated structure or other construction work constructed by the Developer, the Club, or the Utility.

30. In addition to the other remedies provided for herein, the Club shall have the right, whenever there has been placed on any lot, any structure or personal property or there is allowed to exist thereon any condition which is in violation of this Declaration, to enter upon the property where such violation of the Declaration exists and to summarily abate or remove the same at the expense of the owner and any such entry shall not be deemed a trespass.

## **VI. Easements**

Unless provided to the contrary on the plat of a specific addition to the Community or in the Supplemental Declaration relating to such addition, the Developer reserves to itself, its successors, assigns and designees and to the Club and to the Utility, for purposes incident and convenient to the development, the maintenance, the preservation, the operation, and the enhancement of esthetic values of the property subject to this Declaration, the following easements and rights-of-way.

- A. Easements as shown on the plats of the individual additions.
- B. A ten (10) foot wide easement over, under, and through all tracts for utility and drainage purposes and right of way related thereto along each side of any public road right-of-way or corporate road right-of-way.
- C. A ten (10) foot wide easement over, under, and through all residential lots for utility and drainage purposes and rights-of-way related thereto along each side of each lot line, except as heretofore provided for in the case of consolidated sites; except that there shall be no such easement along lot side lines of townhouse lots.

- D. An easement over, under and through all corporate areas and utility areas for utility and drainage purposes and rights-of-way related thereto and for general access purposes.
- E. An easement over, under and through the body and bed of any lake, stream, creek, canal, channel or waterway for utility and drainage purposes and rights-of-way related thereto and for general access purposes.
- F. An easement over all property in the Community for the purpose of constructing, installing, maintaining, operating and repairing the corporate areas and corporate facilities and the utility areas along with the rights of reasonable access to and entry upon any property in the Community as it may become necessary to accomplish the purposes or which this easement is reserved.
- G. Such other easements or rights-of-way as may be needed for the natural and ordinary development, organization and use of the property comprising the Community.
- H. An easement and right of access to all tracts for the purpose of (1) removing unsafe, unsightly, or unsanitary garbage, trash, junk, rubbish, waste material of any kind or character, junked or disassembled vehicles or boats, dilapidated buildings, or other structures, the remains of burned or damaged structures of any kind, (2) repairing and refurbishing unsafe, unsightly, or unsanitary buildings or other structures of any kind (3) repairing and refurbishing unsafe, unsightly, unsanitary constructions such as driveways, culvert pipes, walkways, and the like (4) cutting, trimming, pruning, and removing unsafe, unsightly, and unsanitary grass, weeds, bushes, trees, and other vegetation, and (5) removing unauthorized signs. The Developer reserves for itself and the Club the right to assess the reasonable costs of performing the above actions against the appropriate tract and against the owner thereof, and every owner of any tract covered by this Declaration, by acceptance of a conveyance of or contract to convey such tract hereby covenants and agrees to pay all such costs assessed and further covenants and agrees that all such costs, together with interest, court costs, reasonable attorney fees, and reasonable collection costs shall be a charge on the land and shall be a continuing lien upon the tract against which each such cost is assessed and shall be a personal obligation of the person who was the owner of such tract at the time when such cost was assessed. The personal obligation for such assessed costs shall not pass to the owner's successors in title unless expressly assumed by them. The lien of the assessed costs provided for herein shall be subordinate to the lien of any first mortgage, deed of trust, or equivalent security interest given in connection with and for the purpose of financing the purchase of the tract or the construction of improvements thereon. Sale or transfer of any tract shall not affect the lien of the assessed costs; however, the sale or transfer of any tract pursuant to the foreclosure of a first mortgage, deed of trust, or equivalent security interest given in connection with and for the purpose of financing the purchase of the tract or the construction of improvements thereon, or any proceeding in lieu thereof, shall extinguish the lien of such assessed costs which become due prior to such sale or transfer. No such sale or transfer shall relieve a tract from liability for any such assessed costs thereafter becoming due or from the lien thereof.

## **VII. Use of Club Owned Property and Facilities**

All rights and easements of members to the use, enjoyment of all corporate areas and corporate facilities shall be appurtenant to and shall pass with the title to every residential parcel, membership certificate, and special membership certificate and may not be separated there from.

### **A. Use of Common Areas and Common Facilities**

Every member shall have a right and easement of use and enjoyment in and to the common areas and common facilities subject to the following provisions and limitations:

1. Those persons in a member's family, who reside with him in his household, shall have the same right and easement of use and enjoyment, as does the member.
2. The guests of a member shall have the same right and easement of use and enjoyment as does the member with the following exceptions:
  - a. The Developer or the Club may adopt rules and regulations limiting the number of guests permitted to each member at any one time or over any period of time.
  - b. The Developer or the Club may enact rules and regulations which exclude guests from the use of certain common areas and common facilities at particular times or entirely, or which limit the number of guests permitted to use certain common areas and common facilities at any one time.
3. The Developer or the Club may make certain common facilities and common areas available for public use.
4. The Developer or the Club may charge reasonable admission fees and other fees for the use of the common facilities. Any fee schedule established for such facilities may be graduated to reflect preferential treatment in favor of (1) members and those persons in a member's family who reside with him in his house-hold, (2) guests of members, and (3) the general public, in that order. Any fee schedule established may reflect reasonable distinctions and preferences such as lesser rates for children and older persons, special family, season, and multiple-facility rates, and such other distinctions and preferences as may seem reasonable and appropriate to the Developer or the Club.
5. The Developer or the Club may suspend the right of a member to use the common areas and common facilities, or parts thereof, for any period during which any assessment against the member's residential parcel, membership certificate, or special membership certificate remains unpaid and delinquent. The suspension of a member's right to use any of the common areas or facilities for non-payment of an assessment shall automatically suspend the right of such member's family and guests to use such common areas and facilities.
6. The Developer or the Club may adopt and publish rules and regulations governing the use of, and conduct upon and in, the common areas and common facilities and may suspend any person's right to use the common areas and common facilities, or parts thereof, for any infraction of such rules and regulations for such period of time as may be reasonable under all of the facts

and circumstances of the individual case. Any such suspension shall apply only to the particular human individual or individuals who committed the infraction involved.

7. An associated structure constructed on the common areas by a member with the consent of the Developer, the Club, or the Committee shall be for the exclusive use and enjoyment of such member.
8. Private facilities situated on the common areas shall be for the exclusive use and enjoyment of those members who are entitled to the enjoyment and benefit of the particular private facility as hereinabove provided in the definition of "private facilities."

#### B. Use of Private Areas and Private Facilities

Those members who are entitled to the enjoyment and benefit of particular private areas and private facilities as hereinabove provided in the definitions of such terms, shall have a right and easement of use and enjoyment in and to such particular private areas and private facilities subject to the following provisions and limitations:

1. Those persons in a member's family, who reside with him in his household, shall have the same right and easement of use and enjoyment, as does the member.
2. The guests of a member shall have the same right and easement of use and enjoyment as does the member with the following exceptions:
  - a. The Developer or the Club may adopt rules and regulations limiting the number of guests permitted to each member at any one time or over any particular period of time.
  - b. The Developer or the Club may enact rules and regulations, which exclude guests from the use of certain private areas and private facilities at particular times or entirely, or which limit the number of guests permitted to use certain private areas and private facilities at any one time.
3. Private area and private facilities shall not be open to the general public. Members who are not entitled to the enjoyment and benefit of particular private areas and private facilities in accordance with the definitions of such terms contained in this Declaration, shall have no rights in such private areas and private facilities greater than those of the general public.
4. The Developer or the club may charge reasonable admission fees and other fees for the use of the private facilities. Any fee schedule established for such facilities may be graduated to reflect preferential treatment in favor of (1) members and those persons in a member's family who reside with him in his house-hold and (2) guests of members, in that order. Any fee schedule established may reflect reasonable distinctions and preferences such as lesser rates for children and older persons, special family, season, and multiple-facility rates and such other distinctions and preferences as may seem reasonable and appropriate to the Developer or the Club.
5. The Developer or the Club may suspend the right of a member to use the private areas and private facilities, or parts thereof, for any period during which any assessment against the member's residential parcel remains unpaid and delinquent. The suspension of a member's right

to use any of the private areas or private facilities for non-payment of an assessment shall automatically suspend the right of such member's family and guests to use those private areas and private facilities.

6. The Developer or the club may adopt and publish rules and regulations governing the use of and conduct upon and in the private areas and private facilities and may suspend any person's right to use the private areas or private facilities, or parts thereof, for any infraction thereof for such period of time as may be reasonable under all of the facts and circumstances of the individual case. Any such suspension shall apply only to the particular human individual or individuals who committed the infraction involved.

### C. Delegation of Use Privileges

A member may delegate his right and easement of use and enjoyment to the corporate areas and corporate facilities subject to the following restrictions, limitations, and requirements.

1. An owner or a certificate holder of a membership certificate may delegate his right and easement of use and enjoyment in and to the corporate areas and corporate facilities to other persons, except that an owner of a residential parcel or a certificate holder who is not a corporation, partnership or other non-human legal entity may make such delegation only to members of his family, his tenants, or contract purchasers of the residential parcel. All such delegations must be for a period of not less than seven (7) days in length and must be made by a writing delivered to the Developer or the Club at least seven (7) days prior to the effective date of the delegation, this requirement may be wholly or partially waived by the Developer or the Club. The Developer or the Club may charge a processing fee not to exceed ten dollars (\$10.00) for each such delegation received. The Board may increase the maximum allowable fee by a percentage not to exceed the percentage by which the Federal Consumer Price Index at the time such increase is made exceeds the Federal Consumer Price Index for June 1974.
2. The certificate holder of a special membership certificate may delegate his right of use and enjoyment in and to the corporate areas and corporate facilities to other persons. No advance notice to the Developer of the Club shall be required and such delegation may be for any period of one day or greater in length. No processing or other special fee may be charged by the Developer or the Club for such delegations. Delegations hereunder may be made by issuing the person to whom the delegation is made a card or other document bearing thereon the following: (1) the name of the person to whom the delegation is made, (2) the signature of the person to whom the delegation is made, (3) the name of the holder of the special membership certificate, (4) the number or other designation of the special membership certificate, and (5) the signature of the holder of the special membership certificate.
3. Any delegation by a member of his right and easement of use and enjoyment to the corporate areas and corporate facilities shall delegate all such rights and easements which appertain to the particular membership for which the delegation is being made, including the right of use by family members and guests; the partial or fractional delegation of such rights and easements shall not be permitted with respect to any membership. A member may make at any one time as many delegations of such rights and easements as the total number of memberships to which he is entitled by virtue of being an owner or certificate holder.

#### D. Developer's Use of Corporate Areas and Corporate Facilities

Notwithstanding anything in this Declaration to the contrary, the Developer hereby absolutely reserves for itself, its agents, employees, guests and invitees, the right of access to, use and enjoyment of all corporate facilities without any charges or fees.

### VIII. Voting Rights

There shall be two (2) classes of voting membership as follows:

A. Class A.

Class A members shall be all members with the exception of the Developer and shall be entitled to votes as follows: One (1) vote for each owner membership and one (1) vote for each certificate holder membership to which such member is entitled. In no event may more than one vote be cast with respect to any one owner membership or any one certificate holder membership and, in no event, may any vote be cast with respect to any inactive owner membership or inactive certificate holder membership.

B. Class B.

Class B members shall consist of the Developer only. The Class B member shall be entitled to votes as follows: Five (5) votes for each certificate holder membership to which the Class B member is entitled, and five (5) votes for each owner membership to which the Class B member is entitled.

C. Inactive Residential Parcels.

Notwithstanding any other provision herein, no vote may be cast with respect to any inactive residential parcel, membership certificate, or special membership certificate.

### IX. Club Membership.

A. Membership in the Club shall be limited to the following persons:

1. Residential parcel owners.
2. Certificate holders.

B. The Club may issue membership certificates in accord with the provisions contained in its Articles of Incorporation and By-Laws; provided, however, the number of valid membership certificates outstanding at any one time, together with the number of valid special membership certificates outstanding at any one time shall not exceed 3,000. Notwithstanding the foregoing, prior to December 31, 1989, the Club shall not issue any membership certificates without first having obtained the Developer's written authorization to do so, which authorization the Developer may or may not, in its sole discretion, grant. This Amendment shall not affect previously issued and outstanding valid membership certificates.

C. The Club shall not issue a special membership certificate to any person other than the Developer without first having obtained the Developer's written authorization, which the Developer may or may not, in its sole discretion grant.

## **X. Developer's Covenant to Convey Corporate Areas and Corporate Facilities**

A. The Developer hereby covenants to convey title to the corporate areas and the corporate facilities to the Club, subject to the restrictions, covenants and easements contained in this Declaration and in any Supplemental Declarations. Conveyance of title to the corporate areas and the corporate facilities may be accomplished by means of a single conveyance, or by means of two (2) or more conveyances of selected portions of the corporate areas and corporate facilities, as the Developer, in its sole discretion, shall decide. The Conveyance, or conveyances, of title to the corporate areas and the corporate facilities shall be made at such time, or times, as the Developer, in its sole discretion, shall decide, provided however, that title to all corporate areas and all corporate facilities shall be conveyed not later than six (6) months following the completion of the sale of tracts in the Community. The Developer's obligation to convey title to the corporate areas and corporate facilities, and any such conveyances actually made by the Developer to the Club, shall be subject to, and conditioned upon, the following conditions: Prior to any conveyance of title to any corporate area or corporate facility made by the Developer to the Club, the Club shall either incorporate into its By- Laws by reference, or shall insert in its By-Laws at length, all of the provisions of this Declaration and any Supplemental Declarations as shall be pertinent and applicable to the Club and its membership; shall be bound to retain such provisions in its By-Laws, either by incorporation or at length, for so long as this Declaration shall remain in effect; and in the event that the Club shall, at any time, fail so to retain any or all such provisions in its By-laws, either by incorporation or at length, then, title to any and all corporate areas and corporate facilities previously conveyed to the Club shall terminate in the Club and such title shall revert to the Developer. Any conveyance of corporate areas shall automatically include a conveyance of any corporate facilities located thereon; provided that nothing herein shall obligate the Developer to convey to the Club boat docks, marinas, piers, or other structures constructed in or adjacent to any lake, canal, channel or other waterway, unless the same have specifically been identified as corporate facilities to be conveyed to the Club. The Developer shall not be obligated to convey and the Club shall not be entitled to have conveyed to it any facilities, which are not situated on the corporate areas. The Club shall be required to accept any conveyance or conveyances of title made by Developer pursuant to this Section.

1. Upon the conveyance of the existing clubhouse to the Club, the Developer shall be entitled to continue to use the clubhouse for a sales and administrative office until all tracts in the Community have been sold; the Developer shall not be required to pay rent during such period, but shall be responsible for its pro-rata share of the costs and expenses of maintaining and operating the clubhouse, based upon the amount of space in the clubhouse occupied by the Developer as compared to the total space available for use therein.

## **XI. Utilities, Services, and Roads**

The Utility, whether comprised of one or more persons or entities, may provide for the installation, maintenance, and operation of water supply systems, sewage and waste disposal systems, electrical power, and similar utility systems, garbage and refuse collection services, lake and stream water quality monitoring and treatment services, road installation and improvement, and road maintenance services.

### **A. Utility Assessments**

Every owner of any tract covered by this Declaration, by acceptance of a conveyance of or contract to convey such tract hereby covenants and agrees for each such tract owned, as follows:

1. To pay, as assessed and when due, the following
  - a. Standby, hook-up, maintenance, services, and user charges imposed by the Utility.

- b. Special assessments imposed by the Utility for the construction, reconstruction, repair or replacement of systems, facilities, or equipment.
  - c. Any interest charges on any of the above
2. All of the assessments and charges enumerated above, together with interest, court costs and reasonable collection costs shall be a charge on the land and shall be a continuing lien upon the tract against which each such assessment or charge is made and shall be a personal obligation of the person who was the owner of such tract at the time when the assessment or charge became due. The personal obligation for delinquent as-assessments and charges shall not pass to the owner's successors in title unless expressly assumed by them.
3. The lien of assessments and charges enumerated above shall be a continuing lien and shall exist and be valid against the tract although no assessments or charges are then due or assessed.
4. The lien of the assessments and charges provided for herein shall be subordinate to the lien of any first mortgage, deed of trust, pledge agreement, or equivalent security interest given in connection with and for the purpose of financing the purchase of the tract or the construction of improvements thereon. Sale or transfer of any tract shall not affect the assessment lien; however, the sale or transfer of any tract pursuant to the foreclosure of a first mortgage, deed of trust, pledge agreement or equivalent security interest in connection with and for the purpose of financing the purchase of the tract or the construction of the improvements thereon, or any proceeding in lieu there-of, shall extinguish the lien of such assessments and charges which become due prior to such sale or transfer. No such sale or transfer shall relieve a tract from liability for any assessments or charges thereafter becoming due or from the lien thereof.
5. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at twelve percent (12%) per annum, or at such lesser rate that is the maximum permitted by law. The Utility may bring an action at law against the person personally obligated to pay the same, or, foreclose the lien against the tract. No person may waive or otherwise escape liability for the assessments provided for herein by non-use of the corporate areas, and corporate facilities, or other property or facilities comprising the Community or by non-use or abandonment of his tract.

#### B. Utility Areas

The Developer may make such disposition and use of the utility areas or any parts thereof as it may, in its sole discretion, deem appropriate without restriction or limitation whatever. Permitted uses shall include, but shall not be limited to all types of sewage disposal facilities, water works, garbage and refuse disposal facilities, electric power and telephone facilities, equipment and machinery storage areas, road and building material storage and the like. The Developer may limit or restrict the use of any particular utility area by provision on the plat of the addition in which such utility area is located or in the supplemental covenants relating to such addition.

#### C. Exemptions from Utility Assessments

Notwithstanding anything in this Declaration to the contrary, the Developer shall not be obligated to pay assessments and charges imposed by the Utility. The Developer may contract directly with the Utility for services and for assessments and charges related thereto independently of the provisions of this Declaration.

## **XII. Assessments**

For the purpose of promoting the recreation, health, safety and welfare of the members of the Club and other residents and visitors to the community, and for the purpose of preserving, construction, re-construction, maintaining, replacing, safeguarding, and operating the corporate areas and corporate facilities and other property and facilities comprising the Community, the Developer and the Association may levy, establish, and collect the assessments and user fees hereinafter provided.

### **A. Assessments.**

Every residential parcel owner by acceptance of a conveyance or contract to convey a residential parcel hereby covenants and agrees, and every certificate holder, by acceptance of a conveyance of title or contract to convey title to a membership certificate or special membership certificate hereby covenants and agrees for each owner membership to which such residential parcel owner is entitled and for each certificate holder membership to which such certificate holder is entitled as follows:

1. To pay to the Club, as assessed and when due, the following

a. Annual Assessment for Common Areas and Common Facilities.

i. Due Dates. The annual assessment shall be due for each successive twelve-month (12-month) period commencing with the twelve-month (12-month) period beginning April 1, 1975, and ending March 31, 1976. The annual assessment for the succeeding twelve-month (12-month) period will be delinquent if not paid within thirty days (30) of the due date. The assessment period commencing April 1, 1983 shall be a fourteen-month (14-month) period ending May 31, 1984. The annual assessment for this fourteen-month (14-month) period will be delinquent if not paid within thirty days (30) of the due date. Thereafter, the annual assessment shall be due for each successive twelve-month (12 month) period beginning June 1, and ending May 31. The annual assessments for each succeeding twelve-month (12-month) period will be delinquent if not paid within thirty (30) days of the due date.

ii. Purchase from Developer. Upon the purchase of a Lot, Tract or membership from the Developer, the portion of the annual assessment owed by such purchaser shall be an amount which bears the same relationship to the annual assessment applicable to the year of purchase as the remaining number of months in the annual Assessment bears to twelve. Such first annual assessment or portion thereof for which a purchaser is thus liable shall be due on the first day of the month following closing of the title to the purchaser.

iii. Maximum Amount. The first annual assessment due for the twelve-month (12- month) period commencing April 1, 1975, and ending March 31, 1976, shall be in the maximum amount of twenty-five dollars (\$25.00); the second annual assessment shall be in the maximum amount of forty-five dollars (\$45.00); the third annual assessment shall be in the maximum amount of sixty-five dollars (\$65.00).

iv. Increase in Amount. Prior to the due date of the fourth and subsequent annual assessment, the Board may increase the annual assessment for the next succeeding annual assessment periods.

v. Uniform Rate. Annual assessments must be fixed at a uniform rate for all owner memberships and certificate holder memberships and may be collected on an annual, quarterly, monthly, or other convenient basis as determined by the Board.

b. Special Assessments for Capital Improvements to Common Areas and Common Facilities. In addition to the annual assessments authorized above, the Club may levy, in any annual assessment period a special assessment applicable to that period only for the purpose of defraying the whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement comprising a part of the common areas or common facilities, including fixtures and personal property related thereto; provided that any such special assessment shall have the assent of two-thirds (2/3) of all of the votes cast by the members on such proposition at a meeting of members. Special assessments of capital improvements must be fixed at a uniform rate for all owner memberships and certificate holder memberships and may be collected on an annual, quarterly, monthly or other convenient basis as determined by the Board.

c. Annual Assessments for Private Areas and Private Facilities. The Club shall establish an annual assessment, which may be increased by the Club for subsequent annual assessment periods, in such initial amount as it deems reasonable and sufficient for each private area and private facility, or such combinations thereof as it deems appropriate for the purpose of paying the costs of preserving, constructing, reconstructing, maintaining, replacing, safeguarding, and operating such particular private areas and private facilities. Only those members who are entitled to the enjoyment and benefit of a particular private area or private facility by virtue of their ownership of specific residential parcels, shall be obligated to pay the annual assessments for such particular private areas or private facilities, and such assessments shall be a charge upon and a lien against only such specific residential parcels. The due dates for such assessments and provisions for the commencement of a member's obligation to pay such assessments shall be the same as provided in the Supplemental Declaration pertaining to the addition in which any such private areas and private facilities are located. Annual assessments for private areas and private facilities must be fixed at a uniform rate for all owner memberships to which they apply, unless otherwise provided in the Supplemental Declaration pertaining to the addition in which any such private areas and private facilities are located, and may be collected on an annual, quarterly, monthly or other convenient basis as determined by the Board.

d. Special Assessments for Capital Improvements for Private Areas and Private Facilities. In addition to the annual assessment for private areas and private facilities authorized above, the Club may levy, in any annual assessment period, a special assessment applicable to that period only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement comprising a part of a particular private area or private facility, including fixtures and personal property related there-to; provided that any such special

assessment shall be the obligation of only those owners of parcels who are obligated to pay the annual assessment for such particular private area or private facility as provided above and that such special assessment shall be a charge upon and a lien against only such parcels and, further provided, that any such special assessment shall have the assent of two-thirds (2/3) of all the votes cast on such proposition at a meeting of members who would be obligated to pay for such special assessments, such meeting having been called for such purpose. Special assessment for capital improvements, such meeting having been called for such purpose. Special assessments for capital improvements for private areas and private facilities must be fixed at a uniform rate for all owner member-ships to which they apply, unless otherwise provided in the Supplemental Declaration relating to the addition in which such private areas or private facilities are located, and may be collected on a monthly or other convenient basis as determined by the board.

2. All of the assessments enumerated above, together with interest, court costs, reasonable attorney fees, and reasonable collection costs shall be a charge on the land and shall be a continuing lien upon the parcel, membership certificate, or special membership certificate, against which each such assessment or charge is made and shall be a personal obligation of the person who was the owner or holder of such parcel or membership certificate, at the time when the assessment or charge became due. The personal obligation for delinquent assessments and charges shall not pass to the owner's or holder's successors in title unless expressly assumed by them.
3. The lien of assessments and charges enumerated above shall be a continuing lien and shall exist and be valid against the parcel, membership certificate, or special membership certificate, although no assessments or charges are then due or assessed.
4. The lien of the assessments and charges provided for herein shall be subordinate to the lien of any first mortgage, deed or trust, pledge agreement, or equivalent security interest given in connection with and for the purpose of financing the purchase of a parcel, membership certificate, or special membership certificate, or the construction of improvements thereon. Sale or transfer of any parcel, membership certificate, or special membership certificate shall not affect the assessment lien; however, the sale or transfer of any parcel, membership certificate, or special membership certificate pursuant to the foreclosure of a first mortgage, deed or trust, pledge agreement, or equivalent security interest given in connection with and for the purpose of financing the purchase of the parcel, membership certificate, or special membership certificate, or the construction of improvements thereon, or any proceeding in lieu thereof, shall extinguish the lien of such assessments and charges which became due prior to such sale or transfer. No such sale or transfer shall relieve a parcel, membership certificate, or special membership certificate from liability for any assessments or charges thereafter becoming due or from the lien thereof.
5. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at twelve percent (12%) per annum, or at such lesser rate that is the maximum permitted by law. The Club may bring an action at law against the person personally obligated to pay the same, or foreclose the lien against the parcel, membership certificate, or special membership certificate. No person may waive or other-wise escape liability for the

assessments provided for herein by non- use of the corporate areas or corporate facilities, or other property or facilities comprising the community or by abandonment of his parcel.

6. Anything in this Declaration to the contrary notwithstanding persons who own the entire title and interest in a special membership certificate shall have the unqualified right to transfer all such title and interest to the Club and thereby to be relieved of the obligation to pay any future assessments which had not yet become due at the time of such transfer of title and interest.
7. Notwithstanding anything in this Declaration to the contrary, the Developer shall not be required to pay any assessments of any nature, except assessments levied with respect to special membership certificates, which have been issued to it and of which it is the holder. This exemption from all assessments shall also extend to all lots and parcels of land within the community conveyed by the Developer to MJS Land Corporation, a Wisconsin corporation, its successors and assigns, provided that with respect to such lots and parcels of land, this exemption shall be effective only for the term during which the Developer retains an Option to Purchase or Right of Refusal with respect to lots and parcels of land. In lieu of all such other assessments, the Developer has covenanted to convey to the Club the corporate areas and corporate facilities as elsewhere set forth in this Declaration.

**B. Inactive Owner Membership and Inactive Certificate Holder Membership**

Notwithstanding anything in this Declaration to the contrary, any member who is possessed of a combination of two (2) or more owner memberships may declare, by a writing delivered to the board at least thirty (30) days in advance of the effective date of such declaration, that one (1) or more of such owner memberships are inactive, and when such action has been taken such owner membership shall be inactive as of the effective date of such declaration and the provisions set forth below shall apply, provided that every member must possess at least one (1) owner membership which has not been declared inactive and for which full assessments are being paid.

1. All annual assessments for corporate areas and corporate facilities which pertain to inactive owner memberships shall be one-fourth (1/4) of the amount of such assessments which would be due on such owner memberships if the same had not been declared inactive; provided that if the owner membership made inactive is one which appertains to a residential lot which is a part of a consolidated site as is described elsewhere in this Declaration, no such annual assessments shall be charged with respect thereto, except that at least one (1) full annual assessment or one (1) one-fourth (1/4) annual assessment, as the case may be, shall be charged with respect to every consolidated site.
2. Notwithstanding any other provision of this Declaration, the right and easements to the use, enjoyment, and benefit of corporate areas and corporate facilities may not be exercised by any member or by any other person with regard to any inactive owner membership during any period of which such inactive state is in effect.
3. An owner membership may be withdrawn from inactive status by a writing to that effect delivered to the Developer or the Board at least thirty (30) days prior to the effective date of such declaration, and when such action has been taken, it shall be, as to the future, as if such owner membership has never been made inactive and all future assessments shall be due in the full amount.

4. The full amount of the annual assessment must be paid with respect to inactive owner memberships for both the entire full annual assessment period during which the inactive status became effective and during which the withdrawal from inactive status became effective.

### **XIII. Supplemental Declaration.**

The Developer may declare additional restrictions, covenants and easements applicable to specific additions or parts of additions which Supplemental Declarations shall include the provisions of this Declaration, whether or not incorporated directly or by reference; the supplemental Declarations for different additions or parts of additions may have different restrictions, covenants and easements, to the extent permitted by this Declaration.

### **XIV. General Provisions.**

A. Transfer to Political Subdivision or Agency.

The Developer, the Club, or the Utility may transfer to a political subdivision or agency the ownership, operation, and maintenance of those corporate areas, corporate facilities, utility areas, and utility systems, which can be properly transferred to such political subdivision or agency on such terms as the Developer, the Club, or the Utility, as the case may be, deems fair and equitable.

B. Partition: Mortgage of Corporate Areas.

The corporate areas shall not be partitioned; and if the corporate areas or corporate facilities or any part of them, are mortgaged, the rights of the mortgagee on default shall be limited to entry, possession and operation of mortgaged property with such increase of user charges or extension of allowed user group as may be necessary to permit it to recover the amounts due it, following which such property shall revert to the ownership of the Developer or the Club as the case may be.

C. Severability.

If any one of these restrictions, covenants, or easements is ruled invalid by a court of competent jurisdiction, it shall not affect any other provisions of this Declaration which shall remain in full force and effect.

D. Notices.

Any notice including the assessment of dues, charges, and special assessments, sent to any member under this Declaration, shall be deemed to have been properly sent when mailed, post-paid, to the last known address of the person who appears as member on the records of the Club at the time of such mailing.

E. Enforcement.

Enforcement of these restrictions, covenants, and easements, and those under any Supplemental Declaration, shall be by the Developer, the Club, the utility, or by any owner or certificate holder by a proceeding at law or in equity against the following:

1. Any person or persons violating or attempting to violate them, to enjoin their actions, to recover damages or both; or
2. The land or the membership certificate to enforce any lien created hereunder. Failure of the Developer, the Club, the Utility, or of any owner or certificate holder to enforce any restriction, covenant, or easement herein declared shall in no event be deemed a waiver of the right to do so thereafter.

F. Termination, Amendment.

The restrictions, covenants and easement herein declared shall remain in full force and effect for a period of thirty-five (35) years from the date hereof and for subsequent successive periods of ten (10) years unless:

1. At the end of the original or any subsequent period, it is terminated or amended in whole or in part by a written petition signed by members entitled to cast sixty-seven percent (67%) of all the votes entitled to be cast by the members; or
2. At any time, it is terminated in whole or in part by a petition signed by members entitled to cast ninety percent (90%) of all of the votes entitled to be cast by the members, in which case such termination or amendment shall take effect no sooner than ninety (90) days after such vote;
3. A certified copy of any petition terminating or amending the restrictions, covenants and easements shall be put of record with a sworn statement that the requirements for such petition have been met and the termination or amendment shall not be effective until this information is put of record.
4. Supplemental Declarations, whenever made, shall be coeval with this Declaration and all provisions for the duration, termination, and amendment of this Declaration shall likewise apply to

**NOTE:**

This Declaration was executed on June 17, 1974, and recorded on August 29, 1974, in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 225 of Records at pages 573-591, as Document No. 239097. There have been six subsequent amendments to this Declaration, the first of which was executed August 17, 1979, and recorded on September 6, 1979, in the office of the Register of Deeds for Adams County Wisconsin, in Volume 276 of records at 461-467, as Document No. 268171; the second of which was executed on July 31, 1981, and recorded on August 3, 1981 in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 295 of Records at pages 495-503, as Document No. 278293; the third of which was executed on March 19, 1982, and recorded on March 22, 1982, in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 301 of Records at pages 565-571 as Document No. 281395; the fourth of which was executed on July 15, 1982, and recorded on July 19, 1982, in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 304 of Records at pages 424-428 as Document No. 283010; the fifth of which was executed on April 20, 1983, and recorded on April 22, 1983, in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 19 of Records at pages 87-90 as Document No. 286917, the Sixth of which was executed on May 13, 1986, and recorded on May 21, 1986, in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 259 on pages 81-84 as Document No. 303031; the Seventh and Eighth of which were executed on April 8, 1989, and recorded on April 19, 1989, in Volume 497 in Pages 4-8 as Document No. 318222.

Document #

- 239097 = original document of covenants
- 268171 = amended section II (2); section III (5) (10) (26) (27) (30) (50) (56) (62); section V (7) deleted; amended section V (8) (24) (32) (1); renumbered section V (8-32); amended section IX (B); amended section X (A); amended section XIV (6)
- 278293 = deleted section III (1); renumbered section III (1); deleted section III (29); amended section III (50); renumbered section III (29); deleted section III (57); renumbered section III (57); amended section IV,; amended section V (7); deleted section V (8); amended section V (16); amended section V (19); renumbered section V (8); deleted section V (21); amended section V (23); amended section V (28); amended section V (30); renumbered section V (21); deleted section VII (c) (4); amended section XII (A) (1) (a) (ii); amended first paragraph of section XII (B)
- 281395 = amended section V (7), section V (19), section V (21) and section V (26)
- 283010 = amended sections V (7) (f), (27), (28) and (33)
- 286917 = amended section XII (A) (l) (a) (i)
- 303031 = amended section V (26)
- 318222 = amended section XII (A) (7) and (B)

The following Supplemental Declaration of Restrictions, Covenants and Easements to Lake Arrowhead are listed as recorded at the registers office in Adams County. Copies of the originals are available at the Lake Arrowhead Association Office. All signatures and notary seals are shown on these copies and remain on file at the Lake Arrowhead Association Office.

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# 314244 – Vol 432 Page 95, 96 – Registers Office Adams County Wisconsin Received for Record June 27, 1988.

THIS SUPPLEMENTAL DECLARATION is made this 31<sup>st</sup> day of May, 1988, by EAST BRIAR, INC. (the "Developer") a Wisconsin corporation, the Developer of the Lake Arrowhead Subdivision, Town of Rome, Adams County, Wisconsin, and WHEREAS, there is applicable to such subdivision, recorded Declaration of Restrictions, Covenants and Easements, ("Declaration"), which Declaration was executed on June 17, 1974, and recorded on August 29, 1974, in the office of the office of the Register of Deeds for Adams County, Wisconsin, in Volume 225 of Records at pages 573-591, as Document No. 239097, and as amended by six subsequent amendments, the First of which was executed August 17, 1979, and recorded on September 6, 1979, in the office of the Register of Deeds for Adams County Wisconsin, in Volume 276 of records at 461-467, as Document No. 268171; the Second of which was executed on July 31, 1981, and recorded on August 3, 1981 in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 295 of Records at pages 495-503, as Document No. 278293; the Third of which was executed on March 19, 1982, and recorded on March 22, 1982, in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 301 of Records at pages 565-571 as Document No. 281395; the Fourth of which was executed on July 15, 1982, and recorded on July 19, 1982, in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 304 of Records at pages 424-428 as Document No. 283010; the Fifth of which was executed on August 20, 1983, and recorded on August 22, 1983, in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 19 of Records at pages 87-90 as Document No. 286917, the Sixth of which was executed on May 13, 1986, and recorded on May 21, 1986, in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 259 on pages 81-84 as Document No. 303031, and

WHEREAS, the declaration provides in Article XII the Developer may declare additional restrictions, covenants, and easements applicable to the specific additions or parts of additions, which Supplemental Declaration shall include the provisions of this Declaration, whether or not incorporated directly or by reference; and said article

further provides the Supplemental Declaration for different additions or parts of additions may have different restrictions, covenants and easements to the extent permitted by the Declaration.

NOW, THEREAFTER, the Developer, hereby declares the following supplemental restrictions, covenants and easements to be applicable to real property, which it owns and which is described as follows:

Lot One (1) of the Council Bluff Addition to the Lake Arrowhead Subdivision located in the SE ¼ NW ¼ and SW ¼ NW ¼, Section 13, T20N, R5E, Town of Rome, Adams County, Wisconsin.

1. The area subject to this Supplemental Declaration shall be a Residential Condominium Area as defined in the Declaration.
2. No dwelling building, accessory building, or garage may be constructed within thirty-five (35) feet from any public road right-of-way within ten (10) feet of any lot sideline, or within ten (10) feet of any rear lot line. These set-back requirements as they apply to rear lot lines shall not be applicable to porches, decks or patios, all of which are specifically excluded from the definition of a building, accessory building or garage for purpose of this paragraph.
3. No individual condominium unit shall have a total floor area of less than seven hundred twenty (720) square feet.
4. No building shall be constructed on any lot other than a dwelling, accessory buildings and related improvements including, but not limited to, garages, parking areas, tennis courts, swimming pools, and other recreation facilities for use by the dwelling owners. The construction of the building and related improvements shall not require approval of the Lake Arrowhead Architectural and Environmental Control Committee.
5. This Supplemental Declaration may be amended by a written petition signed by sixty percent (60%) of the members owning property located within the area, which is the subject of this Supplemental Declaration.
6. All other provisions of the Declaration not in conflict with the preceding paragraphs are adopted by reference in this Supplemental Declaration.

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# 318444 – Vol 500 Page 87 – Registers Office Adams County Wisconsin Received for Record May 4, 1989.

This SUPPLEMENTAL DECLARATION is made this 21<sup>st</sup> day of April, 1989, by EAST BRIAR, INC., (the "Developer") a Wisconsin corporation, the Developer of the Lake Arrowhead Subdivision, Town of Rome, Adams County, Wisconsin, and WHEREAS, there is applicable to such subdivision, recorded Declaration of Restrictions, Covenants and Easements, ("Declaration"), which Declaration was executed on June 17, 1974, and recorded on August 29, 1974, in the office of the office of the Register of Deeds for Adams County, Wisconsin, in Volume 225 of Records at pages 573-591, as Document No. 239097, and as amended by six subsequent amendments, the First of which was executed August 17, 1979, and recorded on September 6, 1979, in the office of the Register of Deeds for Adams County Wisconsin, in Volume 276 of records at 461-467, as Document No. 268171; the Second of which was executed on July 31, 1981, and recorded on August 3, 1981 in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 295 of Records at pages 495-503, as Document No. 278293; the Third of which was executed on March 19, 1982, and recorded on March 22, 1982, in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 301 of Records at pages 565-571 as Document No. 281395; the Fourth of which was executed on July 15, 1982, and recorded on July 19, 1982, in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 304 of Records at pages 424-428 as Document No. 283010; the Fifth of which was executed on August 20, 1983, and recorded on August 22, 1983, in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 19 of Records at pages 87-90 as Document No. 286917, the Sixth of which was executed on May 13, 1986, and recorded on May 21, 1986, in the office of the Register of

Deeds for Adams County, Wisconsin, in Volume 259 on pages 81-84 as Document No. 303031; the first Supplement of which was executed on May 31, 1988 and recorded June 27, 1988 in the Office of the Register of Deeds for Adams County, Wisconsin in Volume 432 of Records at Pages 95-97, as Document 314244 and the Seventh and Eighth of which were executed on April 8, 1989, and recorded on April 19, 1989, in Volume 497 in Pages 4-8 as Document No. 318222.

WHEREAS, the declaration provides in Article XII the Developer may declare additional restrictions, covenants, and easements applicable to the specific additions or parts of additions, which Supplemental Declaration shall include the provisions of this Declaration, whether or not incorporated directly or by reference; and said article further provides the Supplemental Declaration for different additions or parts of additions may have different restrictions, covenants and easements to the extent permitted by the Declaration.

NOW, THEREAFTER, the Developer, hereby declares the following supplemental restrictions, covenants and easements to be applicable to real property, which it owns and which is described as follows:

Lot One (1) and Two (2) of Adams county Certified Survey Map No. 2316 being part of the SE  $\frac{1}{4}$  NW  $\frac{1}{4}$  and SW  $\frac{1}{4}$  NW  $\frac{1}{4}$ , and the NW  $\frac{1}{4}$  NW  $\frac{1}{4}$  Section 13, T20N, R5E, Town of Rome, Adams County, Wisconsin.

1. The area subject to this Supplemental Declaration shall be a Residential Condominium Area as defined in the Declaration.
2. No dwelling building, accessory building, or garage may be constructed within thirty-five (35) feet from any public road right-of-way within ten (10) feet of any lot sideline, or within ten (10) feet of any rear lot line. These set-back requirements as they apply to rear lot lines shall not be applicable to porches, decks or patios, all of which are specifically excluded from the definition of a building, accessory building or garage for purpose of this paragraph.
3. No individual condominium unit shall have a total floor area of less than seven hundred twenty (500) square feet.
4. No building shall be constructed on any lot other than a dwelling, accessory buildings and related improvements including, but not limited to, garages, parking areas, tennis courts, swimming pools, and other recreation facilities for use by the dwelling owners. The construction of the building and related improvements shall not require approval of the Lake Arrowhead Architectural and Environmental Control Committee.
5. That part of Lot One of Adams County Certified Survey map No. 2316 described and as shown on Plat of Survey attached hereto as Exhibit "A" shall be a greenway as defined in the Declaration of Restrictions, Covenants and Easements for Lake Arrowhead.
6. The area designated as a private docking area on the Plat of Survey attached hereto as Exhibit "A" shall be a private boat docking area for the benefit of the owners of the property covered by this Supplemental Declaration to be used for the construction, operation and maintenance of private boat docking facilities for the exclusive use and benefit of said owners, their heirs, successors and assigns. This area shall not be available to the general public or other members of the Lake Arrowhead Association, Inc. for boat docking or construction, operation or maintenance of boat docking facilities.
7. This Supplemental Declaration may be amended by a written petition signed by sixty percent (60%) of the members owning property located within the area, which is the subject of this Supplemental Declaration.
8. All other provisions of the Declaration not in conflict with the preceding paragraphs are adopted by reference in this Supplemental Declaration.

THIS SUPPLEMENTAL DECLARATION is made this 24<sup>th</sup> day of January 1997, by **East Briar, Inc.** (the “Developer”) a Wisconsin corporation, the Developer of the Lake Arrowhead Subdivision, Town of Rome, Adams County, Wisconsin, and WHEREAS, there is applicable to such subdivision, recorded Declaration of Restrictions, Covenants and Easements, (the “Restrictive Covenants”), which Restrictive Covenants were executed on June 17, 1974, and recorded on August 29, 1974, in the office of the office of the Register of Deeds for Adams County, Wisconsin, in Volume 225 of Records at pages 573-591, as Document No. 239097, and as amended by eight subsequent amendments, the First of which was executed August 17, 1979, and recorded on September 6, 1979, in the office of the Register of Deeds for Adams County Wisconsin, in Volume 276 of records at 461-467, as Document No. 268171; the Second of which was executed on July 31, 1981, and recorded on August 3, 1981 in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 295 of Records at pages 495-503, as Document No. 278293; the Third of which was executed on March 19, 1982, and recorded on March 22, 1982, in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 301 of Records at pages 565-571 as Document No. 281395; the Fourth of which was executed on July 15, 1982, and recorded on July 19, 1982, in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 304 of Records at pages 424-428 as Document No. 283010; the Fifth of which was executed on August 20, 1983, and recorded on August 22, 1983, in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 19 of Records at pages 87-90 as Document No. 286917, the Sixth of which was executed on May 13, 1986, and recorded on May 21, 1986, in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 259 on pages 81-84 as Document No. 303031; the first Supplement of which was executed on May 31, 1988 and recorded June 27, 1988 in the Office of the Register of Deeds for Adams County, Wisconsin in Volume 432 of Records at Pages 95-97, as Document 314244 and the Seventh and Eighth of which were executed on April 8, 1989, and recorded on April 19, 1989, in Volume 497 in Pages 4-8 as Document No. 318222 and supplemented by a Supplemental Declaration executed on May 3, 1989 and recorded on May 4, 1989 in Volume 500 of Records at Pages 87-90, as Document No. 318444.

WHEREAS, Paragraph II (2) of the Restrictive Covenants provides that the Developer may declare the restrictive covenants applicable to other lands located in Adams County, Wisconsin by supplemental declaration or by statement appearing on any recorded plat of any such lands to be added to the community; and

WHEREAS, the Developer wishes to add additional lands to the community and to subject such lands to the restrictive covenants;

NOW, THEREFORE, the Developer, hereby declares the Restrictive Covenants to be applicable to real property which it owns and which is described as follows:

**Parcel 1**

All or part of the SW<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>, Section Eighteen (18), Township Twenty (20) North, Range Six (6) East, lying South and West of Rain Dance Addition to Lake Arrowhead. Town of Rome, Adams County, Wisconsin. Tax Parcel Nos. 30-813, 30-814, 30-815 and 30-817

**Parcel 2**

All or part of the SE<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>, Section Thirteen (13), Township Twenty (20) North, Range Five (5) East, lying South of Spotted Fawn and White Eagle Additions to Lake Arrowhead and South and East of Running Bear Addition to Lake Arrowhead EXCEPT the campground described as follows: Beginning at the most easterly corner of Lot 34, said Running Bear Addition; thence N57°05' along the lot line, 220.00 feet; thence East, 680.00 feet; thence S20°37', 850.46 feet; thence S81°00'W, 475.00 feet to the east line of Outlot 4, said Running Bear Addition; thence N15°00'W along said east line, 425.00 feet to a south line of said Lot 34; thence N76°00'E along said

south line, 225.00 feet, thence N30°00'E along a southeast line of said Lot 34, 330.00 feet to the point of beginning AND FURTHER EXCEPTING that portion of the above parcel which includes the recorded plat of Pinehurst Addition to Lake Arrowhead, the Developer having previously submitted such Addition to the Restrictive Covenants. Tax Parcel Nos. 30-189, 30-190,30-191, 30-192, 30-193, 30-194,30-195, 30-195-0010, 30-196, and 30-197.

With respect to any future plats filed by the Developer in regard to the above property, all areas, if any, as shown on the said plat or plats which will constitute a golf course or related facilities, shall be designated as commercial lots as defined in the Restrictive Covenants and such areas shall not be corporate areas or corporate facilities as defined in the Restrictive Covenants.

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# 366537 Vol 1427 Page 25 Register Office Adams County Wisconsin Received for Record January 27, 1997

This SUPPLEMENTAL DECLARATION is made this 21<sup>st</sup> day of April, 1989, by EAST BRIAR, INC., (the "Developer") a Wisconsin corporation, the Developer of the Lake Arrowhead Subdivision, Town of Rome, Adams County, Wisconsin, and WHEREAS, there is applicable to such subdivision, recorded Declaration of Restrictions, Covenants and Easements, (the "Restrictive Covenants"), which Restrictive Covenants were executed on June 17, 1974, and recorded on August 29, 1974, in the office of the office of the Register of Deeds for Adams County, Wisconsin, in Volume 225 of Records at pages 573-591, as Document No. 239097, and as amended by eight subsequent amendments, the First of which was executed August 17, 1979, and recorded on September 6, 1979, in the office of the Register of Deeds for Adams County Wisconsin, in Volume 276 of records at 461-467, as Document No. 268171; the Second of which was executed on July 31, 1981, and recorded on August 3, 1981 in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 295 of Records at pages 495-503, as Document No. 278293; the Third of which was executed on March 19, 1982, and recorded on March 22, 1982, in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 301 of Records at pages 565-571 as Document No. 281395; the Fourth of which was executed on July 15, 1982, and recorded on July 19, 1982, in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 304 of Records at pages 424-428 as Document No. 283010; the Fifth of which was executed on August 20, 1983, and recorded on August 22, 1983, in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 19 of Records at pages 87-90 as Document No. 286917, the Sixth of which was executed on May 13, 1986, and recorded on May 21, 1986, in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 259 on pages 81-84 as Document No. 303031; the first Supplement of which was executed on May 31, 1988 and recorded June 27, 1988 in the Office of the Register of Deeds for Adams County, Wisconsin in Volume 432 of Records at Pages 95-97, as Document 314244 and the Seventh and Eighth of which were executed on April 8, 1989, and recorded on April 19, 1989, in Volume 497 in Pages 4-8 as Document No. 318222 and supplemented by a Supplemental Declaration executed on May 3, 1989 and recorded on May 4, 1989 in Volume 500 of Records at Pages 87-90, as Document No. 318444.

WHEREAS, the Restrictive Covenants provides in Section II (2) that the Developer may declare the restrictive covenants applicable to other lands located in Adams County, Wisconsin by supplemental declaration and Article XIII further provides that the Developer may declare additional restrictions, covenants and easements applicable to the specific additions or parts of additions which Supplemental Declaration shall included the provisions of this Declaration whether or not incorporated directly or by reference; and said article provides that the Supplemental Declaration for different additions or parts of additions may have different restrictions, covenants and easements, to the extent permitted by the Declaration.

NOW, THEREFORE, the Developer, hereby declares the Restrictive Covenants and following supplemental restrictions, covenants and easements to be applicable to real property, which it owns and which is described as follows:

**Lot One (1) of Certified Survey Map No. 3518 as recorded in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 15 of Certified Surveys, Page 161, Document No. 366388.**

**(Being part of the southwest quarter of the southwest quarter (SW  $\frac{1}{4}$  SW  $\frac{1}{4}$ ) of Section 17 and part of the southeast quarter of the southeast quarter (SE  $\frac{1}{4}$  SE  $\frac{1}{4}$ ) of Section 18, all of Town 20 N, Range 6 E, town of Rome, Adams County, Wisconsin).**

1. The area subject to this Supplemental Declaration shall be a Residential Condominium Area as defined in the Restrictive Covenants.
2. GM Development Co., LLC, its successors and assigns, shall submit the subject real estate which is the subject of this supplemental Declaration to a Condominium Declaration and Plat pursuant to Chapter 703 of the Wisconsin Statutes providing for residential condominiums consisting of buildings having not fewer than two (2) units nor more than three (3) units, provided, however, that the proposed Condominium Declaration, Condominium Association Bylaws and Condominium Plat and any subsequent amendment thereto, must first be submitted to the Lake Arrowhead Association Board of Directors for their review and written approval prior to the recording of such Declaration and Plat. The Condominium Declaration shall provide that each residential units nor more than three (3) units, provided, however, that the proposed Condominium Declaration, Condominium Association Bylaws and Condominium Plat and any subsequent amendment thereto, must first be submitted to the Lake Arrowhead Association Board of Directors for their review and written approval prior to the recording of such Declaration and Plat. The Condominium Declaration shall provide that each residential condominium Unit Owner shall be deemed to be a residential parcel owner and each Unit shall be deemed to a residential parcel for purposes of the obligation to pay the assessment to the Lake Arrowhead Association, Inc. as provided for in Article XII of the Restrictive Covenants, which assessments shall be separate and in addition to any assessments provided for in the Condominium Declaration.

GM Development Co, LLC, its successors and assigns, shall not be deemed the Developer as defined in and applied to the terms and conditions of the Restrictive Covenants.

3. Any provision in the Declaration notwithstanding, the following additional restrictions shall be applicable to the above-described lands:
  - a. No more than ninety-six (96) living units shall be constructed on this parcel.
  - b. All units shall exhibit uniformity of design (except for the number of bedrooms) and exterior color on that portion of the Units facing the road.
  - c. All buildings shall be single-story, multi-family Units and may be either duplex or triplex.
  - d. Loft designs (chalet type) shall be permitted provided that they do not have a full second story.
  - e. The first floor of each Unit shall have a minimum of 1,000 square feet excluding garage areas.
  - f. All Units shall be constructed on a full basement.
  - g. The roof pitch of all building shall be a minimum of 5/12.
  - h. Each Unit shall have an attached garage of the following minimum size.
    1. Duplex Units – 2 car – 22 feet by 24 feet minimum
    2. Triplex end Units – two car – 22 by 24 feet minimum
    3. Triplex middle units – 16 feet by 24 feet minimum
  - i. Decks shall be stained or painted to match Unit's color

- j. Fireplace chimneys shall be completely enclosed in a chase.
- k. No exterior TV or radio antennas shall be erected with the sole exception of satellite dishes of having a maximum diameter of 18 inches.
- l. No outbuilding shall be permitted
- m. All LP tanks shall be fenced or buried and the fence color shall match exterior color of Units served.
- n. All driveways must be asphalt or concrete driveways and shall be provided within 6 months following completion of Unit's exterior.
- o. All Units shall be served by individual or joint wells and septic systems. Well pumps must be incorporated into the dwelling Units.
- p. No camper trailers or motor homes may be stored outdoors.
- q. No camping shall be permitted.

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# 366555 – Vol 1428 Page 15 Register's Office Adams County Wisconsin Received for Record January 27, 1997

**THIS DECLARATION OF RESTRICTIVE COVENANT** is made as of the 1<sup>st</sup> day of January 1997, by **LAKE ARROWHEAD ASSOCIATION, INC.,**

**WHEREAS,** Lake Arrowhead is the owner and operator of an 18-hole golf course located on the parcel(s) of real estate described on Exhibit "A" attached hereto (the Golf Course"); and

**WHEREAS,** the Town of Rome, Wisconsin, a body corporate and politic under the laws of the State of Wisconsin, is providing funding by way of a loan to East Briar, Inc. a wholly owned subsidiary of Lake Arrowhead for the development of an 18-hole golf course which will enhance the recreational opportunities for the members of Lake Arrowhead; and

**WHEREAS,** the Declaration of Covenants and Restrictions applicable to the Lake Arrowhead Subdivision provide that Lake Arrowhead may make certain common facilities and common areas available for public use;

**WHEREAS,** the Town of Rome is making such loan in order to enhance the recreational opportunities made available to the public and to encourage economic development in the Town of Rome; and

**WHEREAS,** as a condition of the loan by the Town of Rome to East Briar, Inc. the Town requires that the Golf Course be made available for play by the public;

**NOW, THEREFORE,** Lake Arrowhead hereby declares, agrees and covenants that the Golf Course is subject to the following restrictive covenants:

1. **DISCRIMINATION PROHIBITED.** The Golf Course shall be open for use by the public for playing golf therein on a non-discriminatory basis. The term "non-discriminatory" means to be treated equally with respect to access to the Golf Course due to age, race, creed (religion), color, disability, marital status, sex, national origin and ancestry. This prohibition does not preclude Lake Arrowhead from charging persons who are not members of Lake Arrowhead or East Briar, Inc. fees which are higher than for the members of Lake Arrowhead and East Briar, Inc. and for those persons in said member's family who reside with them in their household and who are guests of said members nor shall it prevent reasonable distinctions and preferences such as lesser rates for children and older persons, special family, season and multiple-facility rates nor such other distinctions and preferences as may seem reasonable and appropriate to Lake Arrowhead or East Briar, Inc. as long as such other distinctions and preferences are

not based upon age, race, creed (religion), color, disability, martial status, sex, marital origin and ancestry.

2. **OTHER LAWS.** In addition to the provisions of this Declaration, the Golf Course is subject to all environmental wetland and other land use regulations, ordinances, zoning laws, and other laws, statutes, rules, regulations, and restrictions imposed by the Town of Rome, Adams County, the State of Wisconsin and the United States of America.
3. **GENERAL PROVISIONS.**
  - a. **Term.** The restrictions and covenants herein contained shall be deemed to be covenants running with the land and shall be binding on all person, parties and entities having an interest in the golf Course affected hereby or claiming under them until the earlier of (1) all monies loaned by the Town of Rome to East Briar, Inc. have been repaid in full, or (2) the expiration of ten (10) years from the date of the recording hereof in the Office of the Register of Deeds of Adams County, Wisconsin. The Town of Rome agrees to provide Lake Arrowhead an instrument in recordable form terminating this Declaration when its term is concluded.
  - b. **Breach.** The Town of Rome, Wisconsin, its agents, successors, and assigns and any aggrieved person preserve and are hereby granted in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained in this Declaration any and all rights and remedies that may exist either in equity or at law, specifically including but in no way limited to A). the right to injunctive relief, it being expressly understood and agreed that (1) a breach of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall cause irreparable and unmeasurable harm and cannot be adequately remedied at law, (2) an injunction would be required to enforce this Declaration. All such rights shall be cumulative and not exclusive. A failure to enforce any of the restrictions, rights, reservations, limitation, agreements, covenants and conditions contained in this Declaration shall in no event be constructed, taken, or held to be a waiver thereof, and the Developer, his successors and assigns shall at any and all times have the right to enforce the same.
  - c. **Severability.** Invalidation of any one of the foregoing covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
  - d. **Headings.** The headings used in this Declaration are for administrative purpose only and shall not be used for purposed of interpretation or application of any provisions set forth herein.
  - e. **Applicable Law.** This Declaration shall be interpreted and applied according to the laws of the State of Wisconsin. Jurisdiction and venue for all matters arising in relation to this Declaration shall be Adams County, Wisconsin.

Dated as of the 1st day of January 1997. Signed Russell M. Nelson, President and William A. Graumann, Acting Secretary

#### **Exhibit "A"**

Outlots 1,2,3 & 4 Arrowhead Green Addition to Lake Arrowhead. Outlots 1,2 & 3 Aspen Green Addition to Lake Arrowhead. Outlot 1 Birdie Addition to Lake Arrowhead. Outlots 1 & 2 in the Bogey Addition to Lake Arrowhead. Outlots 1, 2, & 3 in the Double Bogey Addition to Lake Arrowhead. Outlots 1 & 2 in the Par Addition to Lake Arrowhead. Outlot 1 in the Tee Time Addition to Lake Arrowhead. Outlots 1 & 2 in the Tomahawk Green Addition to Lake Arrowhead. Outlots 1 & 2 in the Wedgewood Addition to Lake Arrowhead. Outlots 1 & 2 in the Wood Green Addition to Lake Arrowhead and outlots 1, 2, & 3 in the St., Andrews Addition to Lake Arrowhead.

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# 366556 – Vol 1428 page 21 Register's Office Adams County Wisconsin Received for Record on January 27, 1997

**THIS DECLARATION OF RESTRICTIVE COVENANT** is made as of the 1<sup>st</sup> day of January 1997, by **LAKE ARROWHEAD ASSOCIATION, INC.**,

**WHEREAS**, Lake Arrowhead is the owner and operator of an 18-hole golf course located on the parcel(s) of real estate described on Exhibit "A" attached hereto (the Golf Course"); and

**WHEREAS**, the Town of Rome, Wisconsin, a body corporate and politic under the laws of the State of Wisconsin, is providing funding by way of a loan to East Briar, Inc. a wholly owned subsidiary of Lake Arrowhead for the development of an 18-hole golf course which will enhance the recreational opportunities for the members of Lake Arrowhead; and

**WHEREAS**, the Declaration of Covenants and Restrictions applicable to the Lake Arrowhead Subdivision provide that Lake Arrowhead may make certain common facilities and common areas available for public use;

**WHEREAS**, the Town of Rome is making such loan in order to enhance the recreational opportunities made available to the public and to encourage economic development in the Town of Rome; and

**WHEREAS**, as a condition of the loan by the Town of Rome to East Briar, Inc. the Town requires that the Golf Course be made available for play by the public;

**NOW, THEREFORE**, Lake Arrowhead hereby declares, agrees and covenants that the Golf Course is subject to the following restrictive covenants:

1. **DISCRIMINATION PROHIBITED.** The Golf Course shall be open for use by the public for playing golf therein on a non-discriminatory basis. The term "non-discriminatory" means to be treated equally with respect to access to the Golf Course due to age, race, creed (religion), color, disability, marital status, sex, national origin and ancestry. This prohibition does not preclude Lake Arrowhead from charging persons who are not members of Lake Arrowhead or East Briar, Inc. fees which are higher than for the members of Lake Arrowhead and East Briar, Inc. and for those persons in said member's family who reside with them in their household and who are guests of said members nor shall it prevent reasonable distinctions and preferences such as lesser rates for children and older persons, special family, season and multiple-facility rates nor such other distinctions and preferences as may seem reasonable and appropriate to Lake Arrowhead or East Briar, Inc. as long as such other distinctions and preferences are not based upon age, race, creed (religion), color, disability, marital status, sex, marital origin and ancestry.
2. **OTHER LAWS.** In addition to the provisions of this Declaration, the Golf Course is subject to all environmental wetland and other land use regulations, ordinances, zoning laws, and other laws, statutes, rules, regulations, and restrictions imposed by the Town of Rome, Adams County, the State of Wisconsin and the United States of America.
3. **GENERAL PROVISIONS.**
  - a. **Term.** The restrictions and covenants herein contained shall be deemed to be covenants running with the land and shall be binding on all person, parties and entities having an interest in the golf Course affected hereby or claiming under them for so long as the Golf Course is available for use as such to any person or entity. The Town of Rome agrees to provide East Briar an instrument in recordable form terminating this Declaration when its term is concluded.
  - b. **Breach.** The Town of Rome, Wisconsin, its agents, successors, and assigns and any aggrieved person preserve and are hereby granted in case of any violation or breach of any of the

restrictions, rights, reservations, limitations, agreements, covenants and conditions contained in this Declaration any and all rights and remedies that may exist either in equity or at law, specifically including but in no way limited to A). the right to injunctive relief, it being expressly understood and agreed that (1) a breach of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall cause irreparable and unmeasurable harm and cannot be adequately remedied at law, (2) an injunction would be required to enforce this Declaration. All such rights shall be cumulative and not exclusive. A failure to enforce any of the restrictions, rights, reservations, limitation, agreements, covenants and conditions contained in this Declaration shall in no event be construed, taken, or held to be a waiver thereof, and the Developer, his successors and assigns shall at any and all times have the right to enforce the same.

- c. **Severability.** Invalidation of any one of the foregoing covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
- d. **Headings.** The headings used in this Declaration are for administrative purpose only and shall not be used for purposed of interpretation or application of any provisions set forth herein.
- e. **Applicable Law.** This Declaration shall be interpreted and applied according to the laws of the State of Wisconsin. Jurisdiction and venue for all matters arising in relation to this Declaration shall be Adams County, Wisconsin.

Dated the 1st day of January 1997. Signed Russell M. Nelson, President and William A. Graumann, Acting Secretary

## Exhibit "A" Legal Descriptions

### Parcel 1

All or part of the SE $\frac{1}{4}$  SE $\frac{1}{4}$ , NE $\frac{1}{4}$  SE $\frac{1}{4}$  SW $\frac{1}{4}$  SE $\frac{1}{4}$  NW $\frac{1}{4}$  SE $\frac{1}{4}$  SW $\frac{1}{4}$  NE $\frac{1}{4}$ , SE $\frac{1}{4}$  NW $\frac{1}{4}$  NE $\frac{1}{4}$  SW $\frac{1}{4}$  SE $\frac{1}{4}$  SW $\frac{1}{4}$  SW $\frac{1}{4}$  NW $\frac{1}{4}$  SW  $\frac{1}{4}$  Section thirteen (13), Township Twenty (20) North, Range Five (5) East, Adams County lying south of Spotted Fawn and White Eagle Additions to Lake Arrowhead and south and east of Running Bear Addition of Lake Arrowhead. \*

**EXCEPT** the campground described as follows: Beginning at the most easterly corner of Lot 34, said Running Bear Addition; thence N57°05' along the lot line, 220.00 feet; thence East, 680.00 feet; thence S20°37', 850.46 feet; thence S81°00'W, 475.00 feet to the east line of Outlot 4, said Running Bear Addition; thence N15°00'W along said east line, 425.00 feet to a south line of said Lot 34; thence N76°00'E along said south line, 225.00 feet, thence N30°00'E along a southeast line of said Lot 34, 330.00 feet to the point of beginning.

Said parcel contains 240.16 acres and is subject to highway and other easements of record.

\* the above parcel includes the recorded pat of Pinehurst Addition to Lake Arrowhead

All or part of the SW  $\frac{1}{4}$  SE  $\frac{1}{4}$  SE  $\frac{1}{4}$  SW  $\frac{1}{4}$  NE  $\frac{1}{4}$  SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  SW  $\frac{1}{4}$  SW  $\frac{1}{4}$  Sw  $\frac{1}{4}$ , Section 18, T20N, R6E lying south and west of Rain Dance Addition to Lake Arrowhead.

Said parcel contains 82.58 acres and is subject to highway and other easements of record.

**WHEREAS** the Plat for the Pinehurst Addition to Lake Arrowhead located in the SW ¼ NE ¼ SE ¼ NW ¼ NW ¼ SW ¼ NE ¼ SW ¼ NW ¼ SE ¼ SW ¼ SE ¼ Section thirteen (13), T20N, R5E, Town of Rome Adams County Wisconsin was recorded with the Adams County Register of Deed on November 14, 1996 in File 2 of Plats in Envelope 127 as document No. 365293 (the "Plat"); and

**WHEREAS**, the Plat designated Outlots One (1) and Three (3) as golf Course; and

**WHEREAS**, it was the intent of East Briar, Inc. that such outlots constitute a commercial Golf Course and that said outlots not be part of the corporate areas and facilities as defined in the Declaration of Restrictions, Covenants and Easements recorded in Volume 255, on Page 573-591 in the Office of the Register of Deeds for Adams County, Wisconsin and all subsequent recorded amendments thereto ("the Declaration"); and

**WHEREAS**, Section 236.295 of the Wisconsin Statutes provides that correction instruments may be recorded in the Office of the Register of Deeds in the county in which the Plat is recorded and may include Affidavits to correct details shown on a recorded plat;

**NOW, THEREFORE**, by this instrument the above-described recorded Plat to the Pinehurst Addition to Lake is amended to provide that Outlots One (1) and Three (3) are Commercial Lots as defined by the Declaration and to clarify and affirm that such Outlots are not corporate areas nor corporate facilities as defined in the Declaration.

Attached is the Affidavit of Russell M. Nelson, Acting Secretary of the Corporation in support of this correction instrument.

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AFFIDAVIT – Vol 1431 Page 41 – State of Wisconsin County of Adams Dated this 24<sup>th</sup> day of January 1997

RUSSELL M. NELSON, being first duly sworn, deposes and states as follows:

1. I am a resident of Portage County, Wisconsin, and am the Acting Secretary of East Briar, Inc., a Wisconsin corporation ("East Briar"), the developer of the Lake Arrowhead Subdivision located in Adams County, Wisconsin.
2. That on November 14, 1996, the Plat for the Pinehurst Addition to Lake Arrowhead was recorded in the Office of the Adams County Register of Deeds in File 2 of Plats, in Envelope 127, as document No. 365293.
3. The intent of East Briar was that Outlots One (1) and Three (3) be Commercial lots and that said Outlots not be capable of being deemed as corporate areas or corporate facilities within the definition of the Declaration of Restrictions, Covenants and Easements (the "Declaration") for Lake Arrowhead executed on June 17, 1979 and recorded on August 29, 1979 in the Office of the Register of Deeds for Adams County, Wisconsin, in Volume 225 of Records at Pages 573-591, as document No. 239097, and all subsequent recorded amendments thereto.
4. This corporation instrument to which this affidavit is attached was approved by the Board of Directors of East Briar, Inc.

This Affidavit is given pursuant to Section 236.295 of the Wisconsin Statutes for the purpose of clarifying, affirming and establishing that Outlots One (1) and Three (3) are to be deemed Commercial lots within the meaning of the Declaration and they are not to be considered or deemed corporate areas or corporate facilities within the definition of the Declaration. Signed Russell M. Nelson

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# 366711 Option Vol 1432 Page 55 Register's Office Adams County Wisconsin Received for Record February 6, 1997

RE: Lot One (1) of Certified Survey Map No. 3518 as recorded in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 15 of Certified Surveys Page 161, Document No. 366388.

(Being part of the southwest quarter of the southwest quarter (SW ¼ SW ¼ ) of Section 17 and part of the southeast quarter of the southeast quarter (SE ¼ SE ¼) of Section 18, all of Town 20 N, Range 6 E, Town of Rome Adams County, Wisconsin).

WHEREAS, GM Development Co., LLC a Wisconsin Limited Liability Company ("Purchaser") has purchased the above described real estate from East Briar, Inc. a Wisconsin corporation ("Seller"), and

WHEREAS, the Purchaser agreed, in consideration for the entering into the purchase and sale of such real estate, that it would construct residential condominium units on such property; and

WHEREAS, in consideration for the Seller selling the above described real estate to Purchaser, Purchaser has agreed that the Seller should re-purchase the real estate in the event that it failed to construct at least one building consisting of two (2) fully completed condominium units;

NOW THEREFORE, in consideration of the above facts and other goods and valuable consideration, receipt of which is hereby acknowledged, Purchaser does hereby give to the Seller, its successors and assigns, the option to re-purchase, the above described real estate for the price of One Hundred Five Thousand and no/100 (\$105,000) Dollars payable at closing, in the event that the Purchaser has not fully completed a condominium building consisting of a least two (2) living units on or before January 1, 1998. For purpose of this Option, full completion shall be evidenced by an occupancy certificate issued by the Town of Rome, Adams County, Wisconsin.

Notice of the intention to exercise this Option shall be served upon the Purchaser on or before January 15, 1998, either by personal delivery or by certified mail, return receipt requested, addressed to Purchaser at 3014 West Greenfield Avenue, Milwaukee, Wisconsin 53215, within thirty (30) days from the date such notice is so served. Purchaser shall furnish the Seller with a complete title commitment extended to thirty (30) days of closing in the amount of the purchase price, written by an insurance company licensed by the State of Wisconsin, showing merchantable title. Sale shall be consummated and the conveyance made within thirty (30) days after service of the notice of the above specified; conveyance shall be made by Warranty Deed free and clear of all liens and encumbrances.

General taxes shall be prorated as to date of transfer.

It is agreed that time is of the essence of this Option and should Seller fail to exercise this Option within the time herein limited all rights and privileges granted hereunder shall be deemed completely surrendered and this Option terminated.

This Option shall not in any manner be deemed to create an obligation on the part of the Seller to repurchase the above described real estate and it is understood and agreed by the parties hereto that in the event that the Purchaser has not fully completed a condominium building consisting of a least two (2) living units on or before January 1, 1998, then the Seller shall have sole and unlimited discretion as to whether or not it wishes to exercise this Option to repurchase the property.

Dated this 28<sup>th</sup> day of January 1997 Signed Barbara A. Martin – Member GM Development Co., LLC.

**THIS SUPPLEMENTAL DECLARATION** is made this 8<sup>th</sup> day of February, 1997 by **EAST BRIAR, INC.** (the “Developer”) a Wisconsin corporation, the Developer of the Lake Arrowhead Subdivision, town of Rome, Adams County, Wisconsin, and

**WHEREAS**, there is applicable to such subdivision, a recorded Declaration of Restrictions, Covenants and Easements, which Restrictive Covenants were executed on June 17, 1974 and recorded on August 29, 1974, in the office of the office of the Register of Deeds for Adams County, Wisconsin, in Volume 225 of Records at pages 573-591, as Document No. 239097, and as amended by eight subsequent amendments, the First of which was executed August 17, 1979, and recorded on September 6, 1979, in the office of the Register of Deeds for Adams County Wisconsin, in Volume 276 of records at 461-467, as Document No. 268171; the Second of which was executed on July 31, 1981, and recorded on August 3, 1981 in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 295 of Records at pages 495-503, as Document No. 278293; the Third of which was executed on March 19, 1982, and recorded on March 22, 1982, in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 301 of Records at pages 565-571 as Document No. 281395; the Fourth of which was executed on July 15, 1982, and recorded on July 19, 1982, in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 304 of Records at pages 424-428 as Document No. 283010; the Fifth of which was executed on August 20, 1983, and recorded on August 22, 1983, in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 19 of Records at pages 87-90 as Document No. 286917, the Sixth of which was executed on May 13, 1986, and recorded on May 21, 1986, in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 259 on pages 81-84 as Document No. 303031; the first Supplement of which was executed on May 31, 1988 and recorded June 27, 1988 in the Office of the Register of Deeds for Adams County, Wisconsin in Volume 432 of Records at Pages 95-97, as Document 314244 and the Seventh and Eighth of which were executed on April 8, 1989, and recorded on April 19, 1989, in Volume 497 in Pages 4-8 as Document No. 318222 and supplemented by a Supplemental Declaration executed on May 3, 1989 and recorded on May 4, 1989 in Volume 500 of Records at Pages 87-90, as Document No. 318444.

**WHEREAS**, the Restrictive Covenants provide in Article XII that the Developer may declare the restrictive covenants applicable to other lands located in Adams County, Wisconsin by supplemental declaration and Article XIII further provides that the Developer may declare additional restrictions, covenants and easements applicable to the specific additions or parts of additions which Supplemental Declaration shall included the provisions of this Declaration whether or not incorporated directly or by reference; and said article provides that the Supplemental Declaration for different additions or parts of additions may have different restrictions, covenants and easements, to the extent permitted by the Declaration.

**NOW, THEREFORE**, the Developer, hereby declares the following supplemental restrictions, covenants and easements to be applicable to certain real property which it owns and which is described as follows:

**Lots 1-70 of the Pinehurst Addition to Lake Arrowhead located in SW ¼ NE¼, SE ¼ NW ¼, NW ¼ SW ¼, NE ¼ SW ¼, NW ¼ SE ¼, SW ¼ SE ¼, Section 13, T20N, R5E, Town of Rome, Adams County, Wisconsin**

1. No camping shall be permitted on any tract.
2. Any garage constructed on a tract shall be attached to a dwelling and any such garage shall have a floor area of not less than five hundred seventy-six (576) square feet.
3. All dwelling unit construction shall meet State of Wisconsin Uniform Building Code requirements and shall have a minimum 5/12 roof pitch.
4. No dwelling shall have a ground floor area of less than fourteen hundred (1,400) square feet, exclusive of porches, garages or other areas not designated and used for ordinary interior living purposes.

5. No exterior television or radio antenna or satellite dish other than a satellite dish having a maximum diameter of eighteen (18) inches or less shall be erected on any tract.
6. No permanent or temporary buildings, including without limitation, storage sheds, which are not attached to the dwelling, shall be placed on any tract.
7. Camping trailers motor homes and other similar vehicles shall not be stored on any tract outside an enclosed structure attached to the dwelling except on that portion of a driveway leading directly from the roadway to a garage.
8. All fireplace or wood stove chimneys shall be enclosed in a chase.
9. All of the other provisions of the Restrictive Covenants not in conflict with the preceding paragraphs shall continue to be applicable to the above-described lands by reference in this Supplemental Declaration.

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# 367648 – Vol 1459 Page 39 Second Supplemental Declaration of Pinehurst Received for Record April 4, 1997

**THIS SECOND SUPPLEMENTAL DECLARATION** is made this 6<sup>th</sup> day of March 1997 by **EAST BRIAR, INC.** (the “Developer”) a Wisconsin corporation the Developer of the Lake Arrowhead Subdivision, Town of Rome, Adams County Wisconsin, and

**WHEREAS**, there is applicable to such subdivision, a recorded Declaration of Restrictions, Covenants and Easements, which Restrictive Covenants were executed on June 17, 1974 and recorded on August 29, 1974, in the office of the office of the Register of Deeds for Adams County, Wisconsin, in Volume 225 of Records at pages 573-591, as Document No. 239097, and as amended by eight subsequent amendments, the First of which was executed August 17, 1979, and recorded on September 6, 1979, in the office of the Register of Deeds for Adams County Wisconsin, in Volume 276 of records at 461-467, as Document No. 268171; the Second of which was executed on July 31, 1981, and recorded on August 3, 1981 in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 295 of Records at pages 495-503, as Document No. 278293; the Third of which was executed on March 19, 1982, and recorded on March 22, 1982, in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 301 of Records at pages 565-571 as Document No. 281395; the Fourth of which was executed on July 15, 1982, and recorded on July 19, 1982, in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 304 of Records at pages 424-428 as Document No. 283010; the Fifth of which was executed on August 20, 1983, and recorded on August 22, 1983, in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 19 of Records at pages 87-90 as Document No. 286917, the Sixth of which was executed on May 13, 1986, and recorded on May 21, 1986, in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 259 on pages 81-84 as Document No. 303031; the first Supplement of which was executed on May 31, 1988 and recorded June 27, 1988 in the Office of the Register of Deeds for Adams County, Wisconsin in Volume 432 of Records at Pages 95-97, as Document 314244 and the Seventh and Eighth of which were executed on April 8, 1989, and recorded on April 19, 1989, in Volume 497 in Pages 4-8 as Document No. 318222 and supplemented by a Supplemental Declaration executed on May 3, 1989 and recorded on May 4, 1989 in Volume 500 of Records at Pages 87-90, as Document No. 318444.

**WHEREAS**, the Developer recorded a Supplemental Declaration of Restrictions, Covenants and Easements of Pinehurst Addition dated February 8, 1997 and recorded on February 13, 1997 in the office of the Register of Deeds for Adams County, Wisconsin in Volume 1436 of Records on Pages 26 through 28, as Document No. 366829; (“the initial Supplemental Declaration”) and

**WHEREAS**, the Restrictive Covenants provide in Article XII that the Developer may declare the restrictive covenants applicable to other lands located in Adams County, Wisconsin by supplemental declaration and Article XIII further provides that the Developer may declare additional restrictions, covenants and easements applicable to the specific additions or parts of additions which Supplemental Declaration shall included the provisions of this Declaration whether or not incorporated directly or by reference; and said article provides that the Supplemental

Declaration for different additions or parts of additions may have different restrictions, covenants and easements, to the extent permitted by the Declaration.

**NOW, THEREFORE**, the Developer, hereby declares the following supplemental restrictions, covenants and easements to be applicable to certain real property which it owns and which is described as follows:

**Lots 1-70 of the Pinehurst Addition to Lake Arrowhead located in SW ¼ NE¼, SE ¼ NW ¼, NW ¼ SW ¼, NE ¼ SW ¼, NW ¼ SE ¼, SW ¼ SE ¼, Section 13, T20N, R5E, Town of Rome, Adams County, Wisconsin**

1. Any dwelling constructed on a tract shall include, attached to the dwelling, and made an integral part of the dwelling structure, a garage having a floor area of not less than a floor area of not less than five hundred seventy-six (576) square feet, which garage shall be designed to accommodate not less that two (2) motor vehicles.

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# 384869 – Vol 1988 Page 38 Supplemental Declaration Sawgrass Addition Recorded for Record April 12, 1999

**THIS SUPPLEMENTAL DECLARATION** is made this 9<sup>th</sup> day of April 1999 by **EAST BRIAR, INC.** (the “Developer”) a Wisconsin corporation, the Developer of the Lake Arrowhead Subdivision, town of Rome, Adams County, Wisconsin, and

**WHEREAS**, there is applicable to such subdivision, a recorded Declaration of Restrictions, Covenants and Easements, which Restrictive Covenants were executed on June 17, 1974 and recorded on August 29, 1974, in the office of the office of the Register of Deeds for Adams County, Wisconsin, in Volume 225 of Records at pages 573-591, as Document No. 239097, and as amended by eight subsequent amendments, the First of which was executed August 17, 1979, and recorded on September 6, 1979, in the office of the Register of Deeds for Adams County Wisconsin, in Volume 276 of records at 461-467, as Document No. 268171; the Second of which was executed on July 31, 1981, and recorded on August 3, 1981 in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 295 of Records at pages 495-503, as Document No. 278293; the Third of which was executed on March 19, 1982, and recorded on March 22, 1982, in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 301 of Records at pages 565-571 as Document No. 281395; the Fourth of which was executed on July 15, 1982, and recorded on July 19, 1982, in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 304 of Records at pages 424-428 as Document No. 283010; the Fifth of which was executed on August 20, 1983, and recorded on August 22, 1983, in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 19 of Records at pages 87-90 as Document No. 286917, the Sixth of which was executed on May 13, 1986, and recorded on May 21, 1986, in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 259 on pages 81-84 as Document No. 303031; the first Supplement of which was executed on May 31, 1988 and recorded June 27, 1988 in the Office of the Register of Deeds for Adams County, Wisconsin in Volume 432 of Records at Pages 95-97, as Document 314244 and the Seventh and Eighth of which were executed on April 8, 1989, and recorded on April 19, 1989, in Volume 497 in Pages 4-8 as Document No. 318222 and supplemented by a Supplemental Declaration executed on May 3, 1989 and recorded on May 4, 1989 in Volume 500 of Records at Pages 87-90, as Document No. 318444.

**WHEREAS**, the Restrictive Covenants provide in Article XII that the Developer may declare the restrictive covenants applicable to other lands located in Adams County, Wisconsin by supplemental declaration and Article XIII further provides that the Developer may declare additional restrictions, covenants and easements applicable to the specific additions or parts of additions which Supplemental Declaration shall included the provisions of this Declaration whether or not incorporated directly or by reference; and said article provides that the Supplemental

Declaration for different additions or parts of additions may have different restrictions, covenants and easements, to the extent permitted by the Declaration.

**NOW, THEREFORE**, the Developer, hereby declares the following supplemental restrictions, covenants and easements to be applicable to certain real property which it owns and which is described as follows:

**Lots 71-127 of the Sawgrass Addition to Lake Arrowhead located in NW ¼ SW¼, SE ¼ SW ¼, NW ¼ SE ¼, NE ¼ SE ¼, SW ¼ SW ¼, SE ¼, SW ¼, SE ¼, SE ¼, SE ¼, Section 13, T20N, R5E, Town of Rome, Adams County, Wisconsin**

1. No camping shall be permitted on any tract.
2. Any dwelling constructed on a tract shall include, attached to the dwelling, and made an integral part of the dwelling structure, a garage having a floor area of not less than a floor area of not less than five hundred seventy-six (576) square feet, which garage shall be designed to accommodate not less than two (2) motor vehicles.
3. All dwelling unit construction shall meet State of Wisconsin Uniform Building Code requirements and shall have a minimum 5/12 roof pitch.
4. No dwelling shall have a ground floor area of less than fourteen hundred (1,400) square feet, exclusive of porches, garages or other areas not designated and used for ordinary interior living purposes.
5. No permanent or temporary buildings, including without limitation, storage sheds, which are not attached to the dwelling, shall be placed on any tract.
6. Camping trailers motor homes and other similar vehicles shall not be stored on any tract outside an enclosed structure attached to the dwelling except on that portion of a driveway leading directly from the roadway to a garage.
7. All fireplace or wood stove chimneys shall be enclosed in a chase.
8. All of the other provisions of the Restrictive Covenants not in conflict with the preceding paragraphs shall continue to be applicable to the above-described lands by reference in this Supplemental Declaration.
9. If provisions set forth in the Supplemental Declaration of Restrictions, Covenants and Easements shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or any other provision set forth herein.

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# 401589 – Vol 2543 Page 27 Supplemental Declaration Augusta Addition Recorded for Record April 27, 2001

**THIS SUPPLEMENTAL DECLARATION** is made this 25<sup>th</sup> day of April 2001 by **EAST BRIAR, INC.** (the "Developer") a Wisconsin corporation, the Developer of the Lake Arrowhead Subdivision, town of Rome, Adams County, Wisconsin, and

**WHEREAS**, there is applicable to such subdivision, a recorded Declaration of Restrictions, Covenants and Easements, which Restrictive Covenants were executed on June 17, 1974 and recorded on August 29, 1974, in the office of the office of the Register of Deeds for Adams County, Wisconsin, in Volume 225 of Records at pages 573-591, as Document No. 239097, and as amended by eight subsequent amendments, the First of which was executed August 17, 1979, and recorded on September 6, 1979, in the office of the Register of Deeds for Adams County Wisconsin, in Volume 276 of records at 461-467, as Document No. 268171; the Second of which was executed on July 31, 1981, and recorded on August 3, 1981 in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 295 of Records at pages 495-503, as Document No. 278293; the Third of which was executed on March 19, 1982, and recorded on March 22, 1982, in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 301 of Records at pages 565-571 as Document No. 281395; the Fourth of

which was executed on July 15, 1982, and recorded on July 19, 1982, in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 304 of Records at pages 424-428 as Document No. 283010; the Fifth of which was executed on August 20, 1983, and recorded on August 22, 1983, in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 19 of Records at pages 87-90 as Document No. 286917, the Sixth of which was executed on May 13, 1986, and recorded on May 21, 1986, in the office of the Register of Deeds for Adams County, Wisconsin, in Volume 259 on pages 81-84 as Document No. 303031; the first Supplement of which was executed on May 31, 1988 and recorded June 27, 1988 in the Office of the Register of Deeds for Adams County, Wisconsin in Volume 432 of Records at Pages 95-97, as Document 314244 and the Seventh and Eighth of which were executed on April 8, 1989, and recorded on April 19, 1989, in Volume 497 in Pages 4-8 as Document No. 318222 (the "Restrictive Covenants").

**WHEREAS**, the Restrictive Covenants provide in Article XIII that the Developer may declare additional restrictions, covenants and easements applicable to the specific additions or parts of additions which Supplemental Declaration shall included the provisions of this Declaration whether or not incorporated directly or by reference; and said article provides that the Supplemental Declaration for different additions or parts of additions may have different restrictions, covenants and easements, to the extent permitted by the Declaration.

**NOW, THEREFORE**, the Developer, hereby declares the following supplemental restrictions, covenants and easements to be applicable to certain real property which it owns and which is described as follows:

**Lots 128-165 of the Augusta Addition to Lake Arrowhead located in SW ¼ SW ¼, SE ¼ SW ¼, NW ¼ SW ¼, NE ¼, SW ¼, and SW ¼ SE ¼ , Section 18, T20N, R5E, Town of Rome, Adams County, Wisconsin (the Augusta Addition")**

A. The following provisions shall be deemed applicable to all of the lots in the Augusta Addition:

1. No camping shall be permitted on any tract.
2. No exterior television or radio antenna or satellite dish other than a satellite dish having a maximum diameter of eighteen (18) inches or less shall be erected on any tracts.
3. No permanent or temporary buildings, including without limitation, storage sheds, which are not attached to the dwelling, shall be placed on any tract.
4. All fireplace or wood stove chimneys shall be enclosed in a chase.
5. All units shall have a minimum 5/12 roof pitch.
6. Type 1 Manufactured Homes as defined below shall not be allowed. Type 2 Manufactured Buildings as defined below shall be allowed.

For purposes of this paragraph 6, a Type 1 manufactured home is described as follows: Single-family detached built to the National Manufacturing Construction and Safety Standards Act of 1974 and includes structures known as manufactured homes or mobile homes. A factory-built, single-family structure that is manufactured under the authority of 42 USCS Sec. 5401, the National Manufactured Construction and Safety Standards Act, is transportable in one or more sections, is built on a permanent chassis and is used as a place of human habitation; but is not constructed with a permanent hitch or other device allowing transport of the unit other than for the purpose of delivery to a permanent site, and which does not have wheels or axles permanently attached to its body or frame; and includes any additions, attachments, annexes, foundations and appurtenances. A manufactured home (Type 1) does not comply with the State One and Two Family Dwelling Code (Subchapter II of Chapter 101, Wisconsin Statutes) or with the Manufactured Building Code (Subchapter III of Chapter 101, Wisconsin Statutes).

For purposes of this paragraph 6, a Type 2 manufactured building is defined as follows: A manufactured building is also known as a manufactured home (Type 2). Any structure or component thereof which is intended for use as a dwelling and (1) is of closed construction and fabricated or assembled onsite or offsite in manufacturing facilities for installation connection or assemble and installation, at the building site; or (2) is a building of open construction which is made or assembled in manufacturing facilities away for the building site for installation, connection or assembly and installation, on the building site and for which certification is sought by the manufacturer. A manufactured building does not mean any manufactured home (Type 1) or mobile home. A manufactured building is a dwelling unit that complies with Subchapter III of Chapter 101, Wisconsin Statutes, and shall have been inspected and certified by Department of Commerce as complying with Subchapter III and shall display the compliance insignia issued by Department of Commerce.

B. The following provisions shall be deemed applicable to Lots 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 164, and 165:

1. Any dwelling constructed on a tract shall include, attached to the dwelling, and made an integral part of the dwelling structure by sharing a common wall with the dwelling, a garage having a floor area of not less than five hundred seventy-six (576) square feet, which garage shall be designed to accommodate not less than two (2) motor vehicles. Overhead garage doors shall not face the golf course.
2. No dwelling shall have a ground floor area of less than fourteen hundred (1,400) square feet, exclusive of porches, garages or other areas not designated and used for ordinary interior living purposes.
3. Camping trailers motor homes and other similar vehicles shall not be stored on any tract outside an enclosed structure attached to the dwelling except on that portion of a driveway leading directly from the roadway to a garage. No weather shelter structures including with out limitation, canopy covered and hardtop carports, shall be placed on any tract.

C. The following provisions shall be deemed applicable to Lots 143, 144, 145 and 146:

1. Said Lots and Residential Condominium Areas as defined in the declaration.
2. All buildings shall be single-story or 1½ story chalet loft design only. No tow-story structures shall be allowed nor shall any bi-level designs be allowed. No construction work on any lot with a cost in excess of One Hundred Dollars (\$100.00) may commenced without the approval the Architectural and Environmental Control Committee as well as the Board of Directors of the Lake Arrowhead Association, Inc. Plans for all such construction must first be submitted to the Committee in accord with the procedures set forth in the Declaration. In the event that the Committee approves such plans, the Board of Directors shall then have thirty (30) days from the date of the Committee's written approval to either approve or disapprove such plans.
3. No dwelling unit shall have a ground floor area of less than one thousand (1,000) square feet, exclusive of porches, garages, unheated areas and other areas not designated and used for ordinary interior living.
4. Basements shall be required under the entire ground floor area.
5. No dwelling unit shall have fewer than two (2) bedrooms. Open lofts shall not be considered a bedroom.
6. Any dwelling constructed on a tract shall include, attached to the dwelling, and made an integral part of the dwelling structure by sharing a common wall with the dwelling, a garage having a floor area of not less than two hundred eighty-eight (288) square feet, which garage shall be designed

- to accommodate not less than one (1) motor vehicle. Overhead garage doors shall not face the golf course.
7. All dwellings shall meet the Wisconsin Uniform Multi-family Dwelling Code.
  8. All parking areas shall be on that side of the dwelling which is opposite the golf course. Parking spaces shall be designed so that they can not be viewed from the golf course. Each unit shall have sufficient parking for a minimum of two (2) motor vehicles or shall meet the parking area requirements of the Wisconsin Multi-family Dwelling Code, whichever is greater.
  9. All driveways shall be constructed so as to minimize dust and shall be surfaced with asphalt, concrete or gravel. All approaches to garages shall be surfaced with concrete or asphalt, which surfaces shall at a maximum extend for the width of each overhead garage door and a minimum of sixteen (16) feet out from each garage.
  10. No exterior additions or alterations to any dwelling units shall be allowed unless the entire resulting structure conforms to the standards of the Declaration and this Supplemental Declaration. Any additions or alterations made to one or more units must be made to every unit of the structure located on the Lot and such additions and alterations must be approved in writing by the Architectural and Environmental Control Committee.
  11. All exterior colors shall be subdued natural tones. If multiple buildings are constructed on the property, all exterior materials including roofing shall be the same color and shall be produced by the same manufacturer.
  12. Camping trailers, boats, motor homes, recreational vehicles, snowmobiles, and other similar vehicles shall not be stored on any tract outside a garage attached to the dwelling except that such items may be temporarily parked on that portion of a driveway leading directly from the roadway to a garage but only for the purpose of daily use. No weather shelter structures, including without limitations, canopy covered and hardtop carports, shall be placed on any tract.
  13. No fences shall be constructed on the property except for purposes of enclosing and/or concealing LP fuel tanks and trash receptacles. All LP fuel tanks, dumpsters and disposal facilities shall be enclosed in and kept from view by a fence. The fence color and materials must match the exterior of the units served.
  14. All units shall be serviced by a dumpster or other facility for storing garbage and debris and no debris shall be allowed on any portion of the property which is not properly placed for pick-up in a dumpster or other waste disposal facility.
  15. In regard to Lots 143, 144 and 145, upon commencement of construction, four (4) units must be constructed. Such units may consist of two (2) duplexes or one (1) four-unit building.
  16. In regard to Lot 146, the initial structure shall consist of a four-unit building, which building shall include a site plan for said lot allowing for the possible subsequent construction of three (3) additional buildings with each building consisting of four (4) units.
  17. Prior to the recording of any Condominium documents in the office of the Adams County Register of Deeds, the owner must first submit the proposed Condominium Declaration, Condominium Association By-laws and Condominium Plat, and any subsequent amendment, or amendment thereto, to the Lake Arrowhead Association Board of Directors for their review and written approval. The Condominium Declaration shall provide that each residential condominium Unit Owner shall be deemed to be a residential parcel owner and each Unit shall be deemed to be a residential parcel for purposes of the obligation to pay assessments to the Lake Arrowhead Association, Inc. as provided for in Article XII of the Declaration, which assessments shall be separate and in addition to any assessments provided for in the Condominium Declaration.
  18. All water systems and appurtenances thereto shall be incorporated in the unit.
  19. This Supplemental Declaration as it applies to Lots 143, 144, 145 and 146, may be amended by a written petition signed by the majority of owners of each of at least three (3) of the said lots,

provided, however, that any amendment to this Supplemental Declaration shall also require the written consent of the majority of the members of the Board of Directors of the Lake Arrowhead Association, Inc.

D. General provisions applicable to all lots in the August Addition:

1. The provisions set forth in this Supplemental Declaration of Restrictions, Covenants and Easements shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or any other provision set forth herein.
2. All of the other provisions of the Restrictive Covenants not in conflict with the preceding paragraphs shall continue to be applicable to the lands in the Augusta Addition by reference in this Supplemental Declaration.

**IN WITNESS WHEREOF**, East Briar, Inc., the Developer, has caused this document to be executed by its President and Secretary as of the date first set forth above.

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# 444470 – Vol 3937 Page 79 Amendment to Supplemental Declaration of Augusta Addition recorded for Record June 14, 2005

**AMENDMENT TO SUPPLEMENTAL DECLARATION OF RESTRICTIONS, COVENANTS & EASEMENTS  
Augusta Addition to Lake Arrowhead (Document Title) Recorded Number 401589 with Adams County, WI  
Vol. 2543 page 27-32**

Paragraph 16 - amended as follows:

In regard to Lot 146. The initial structure shall consist of a two unit building, which building shall include a site plan for said lot allowing for possible subsequent construction of seven (7) additional buildings, each building consisting of two (2) units.

**IN WITNESS WHEREOF**, East Briar, Inc., the Developer, has caused this document to be executed by its President and Secretary as of the date first set forth above.

**THIS SUPPLEMENTAL DECLARATION** is made this 5<sup>th</sup> day of May 2011 by **LAKE ARROWHEAD**, a Wisconsin corporation,

**WHEREAS**, the Town of Rome, Adams County, Wisconsin, is a body corporate and politic pursuant to Chapter 60 of the Wisconsin Statutes and its town board is capable of executing this resolution; and,

**WHEREAS**, on or about January 1, 1997, Lake Arrowhead Association, Inc. (hereinafter, "Lake Arrowhead"), a Wisconsin corporation, by its governing board executed a Declaration of Restrictive Covenant (hereinafter, "Declaration") and delivered the same to the Town of Rome. The Declaration was recorded in the office of the Adams County Register of Deeds on January 27, 1997 in Volume 1428 of records at Pages 15-20 as Document Number 366555; and,

**WHEREAS**, the Declaration was executed for the purpose of requiring Lake Arrowhead to open the Golf Course described therein for play by the public; and,

**WHEREAS**, the Declaration was executed as a requirement by the Town for lending it provided to Lake Arrowhead for the construction of the Golf Course; and,

**WHEREAS**, the Declaration provided that the term of such restriction would be the earlier of the re-payment to the town of the loan in full or the expiration of 10 years from the date of the recording of the Declaration; and,

**WHEREAS**, the Declaration provided that by accepting the same, the Town agreed to provide Lake Arrowhead with an instrument in recordable form terminating the Declaration upon the conclusion of its term; and,

**WHEREAS**, more than 10 years have elapsed since the date of the recording of the Declaration.

**NOW, THEREFORE**, the Town Board of the Town of Rome resolves as follows:

1. Based on the completion of its term, the Declaration executed by Lake Arrowhead on January 1, 1997 is hereby terminated.
2. The Town Board encourages Lake Arrowhead to continue to allow the Golf Course to be open for public play.

**RESOLVED**, this 5<sup>th</sup> day of May 2011.