DECLARATION

PURSUANT TO THE UNIT OWNERSHIP ACT

OF WISCONSIN

FOR

VISTA DEL LAGO

This Declaration made and entered into this _20_ day of _March_, 1972 by Vista del Lago, Inc., a Wisconsin corporation (heareinafter sometimes referred to as "the Developer"):

WITNESSETH:

WHEREAS, the Developer is the owner in fee simple of certain real estate, hereinafter described, in Lake Geneva, Walworth County, Wisconsin;

WHEREAS, the Developer intends to, and does hereby submit and subject such real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Wisconsin Unit Ownership Act; and

WHEREAS, the Developer is the owner in fee simple of certain other real estate, referred to herein as the "Additional Real Estate", in Lake Geneva, Wisconsin; and

WHEREAS, the developer desires to establish certain rights and easements in, over and upon said real estate and in, over and upon said Additional Real Estate for the benefit of itself and all future owners of any part of said real estate, and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the property and all units; and

WHEREAS, the Developer desires and intends that the several unit owners, mortgagees, occupants, and other persons hereafter acquiring any interest in the property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the co-operative aspect of the property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property.

NOW, THEREFORE, the Developer DELCARES as follows:

(1) **Legal Description of Land and Definitions**.

The real estate which is hereby submitted and subjected to the provisions of the Wisconsin Unit Ownership Act (hereinafter referred to as "Act" or "Unit Ownership Act") is legally described as set forth on Exhibit A attached hereto and, by this

reference thereto, made a part hereof.

Said real estate and all improvements thereon and appurtenances thereto shall be known as Vista del Lago Condominium.

Except the extent hereinafter modified or changed, the following words and terms, whenever used herein, shall have the same meaning as provided for such words and terms in the Act:

"Unit,""Unit Owner," "unit number" "Association of unit owners," "Building," "Common areas and facilities," "Common expenses," "Common profits" "Declaration," "Limited common areas and facilities," "Majority," "Majority of unit owners," "person" and "property."

The word "occupant" means a person or persons, other than the owner, in lawful possession of one or more units.

(2) **Description of the Buildings**.

The building on said real estate is fully described in Exhibit "B" which is attachedhereto and, by reference thereto, made a part of this Declaration. Said building contains the number of stories, basements, if any, and units as is set forth on Exhibit "B" and is constructed of the following principle materials: masonry, concrete and steel. The principle materials of which said buildings is constructed is more fully set forth in said Exhibit "B".

(3) **The Units**.

The unit numbers of each of the units are set forth in said Exhibit "B".

The location, approximate area, number of rooms and immediate common area to which each unit has access are set forth in said Exhibit "B". The legal description of each unit shall consist of its number as therein set forth. Each unit shall consist of the space enclosed and bounded by the interior surfaces of the floors and ceilings and perimeter walls of such unit as shown on Exhibit "B".

(4) **Description of the Common Area and Facilities**.

The common areas andfacilities shall consist of all the property (as hereinafter defined), except the individual units, and shall include the land, foundations, columns, girders, beams, supports, main walls, corridors, halls, elevators, stairways, entrances and exits, lobbies, garbage chutes, basements, storage areas, roofs, pipes, ducts, electrical wiring and conduits, central hot water systems, public utility lines, floors and ceilings (other than the interior surfaces thereof located within the units), perimeter walls of units (other than the interior surfaces thereof located within the units), structural parts of the building, parking area, landscaping, and all other portions of the property except the individual units. Structural columns located within the boundaries of a unit shall be part of the common areas and facilities.

(5) **Description of the Limited Common Areas and Facilities**.

(a) The patio or balcony, as the case may be, adjoining a unit, shall be a limited common area and facility (as defined in the Act) reserved for the use of respective unit adjoining such patio or balcony to the exclusion of all other units in the building or on the Parcel (as hereinafter defined).

(b) Until all units in the building are sold by the Developer, the Developer shall have

the right to designate any portion of the enclosed or outdoor parking area as a limited common area (for the parking of an automobile) of any unit to the exclusion of all other units in the building or on the Parcel. Any undesignated parking spaces shall be used subject to the rules and regulations promulgated from time to time by the Board.

(c) Until such time as all units which the Developer intends to construct on the Parcel have been sold, the sole and exclusive right is hereby reserved to the Developer to designate any portion of the boat docking area as a limited common area and facility (for the docking of a boat) of any unit to the exclusion of all other units on the Parcel, and to grant to any unit owner, his heirs, successors and assigns, the exclusive privilege to use a portion of the boat docking area as a limited common area appurtenant to the unit of any such owner. Any unit owner who is granted the exclusive privilege to use a portion of the boat docking area as a limited common area appurtenant to his unit, shall pay to the Board, or as it may direct, one-twelfth of such sum as the Board, in its sole discretion, shall determine is attributable to the maintenance, insurance and other costs (which, but for this provision would be common expenses) of those portions of the boat docking area designated as limited common areas and facilities, divided by the number of boat docking areas so designated, each month, in advance, for each boat docking space which such unit owner has been granted the privilege to use as aforesaid.

(d) The words "parking area" whenever used herein mean the area provided for the parking of automobiles as shown on Exhibit "A". The words "boat docking area" whenever used herein mean the area provided for the docking of boats as shown on Exhibit "A" or, if not shown on Exhibit "A", as shown on any Exhibit attached to any Amended Declaration.

(6) **Values and Percentage Interests**.

The value of the property (as defined in the Unit Ownership Act) is the amount set forth on Exhibit "C" attached hereto and, by this reference thereto, made a part hereof. The value of each unit and the percentage of undivided interest in the common areas and facilities appertaining to each unit and its owner for all purposes, including voting, is as set forth in Exhibit "C".

Each unit owner shall own an undivided interest, in the percentage thereon set forth, in the common areas and facilities as a tenant in common with all the other unit owners, and, except as otherwise limited in this Declaration, shall have the right to use and occupy the common areas and facilities for all purposes incident to the use and occupancy of his unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his unit.

No unit shall by deed, plat, court decree or otherwise, be subdivided or in any other manner separated into tracts or parcels smaller than the whole unit as shown on Exhibit "B".

(7) **Purpose**.

The building and the units therein are intended for and restricted exclusively to residential use. Additional provisions with respect to the use and occupancy of the units and common areas and facilities are contained in Paragraph 13 hereof.

(8) **Service of Process**.

The person to receive service of process shall be John B. Christians, 719 Geneva Street, Lake Geneva, Wisconsin, or such other person as may from time to time be designated by the Board by vote of a majority of the members thereof as evidenced by a document signed by all the members thereof and recorded in the office of the Register of Deeds, Walworth County, Wisconsin.

(9) **Damage or Destruction**.

(a) In case of damage or destruction of all or part of the property, the insurance proceeds provided for in Paragraph 12 (g) (ii), if sufficient to reconstruct the property, shall be applied to such reconstruction. Reconstruction, as used in this Paragraph 9, means restoring a building or other portion of the property to substantially the same condition in which it existed prior to the fire or other disaster, with each unit and the common areas and facilities having the same vertical and horizontal boundaries as before.

(b) In case of damage or destruction of all or part of the property, if the insurance proceeds are not sufficient to reconstruct the property, then the association of unit owners, by the affirmative vote of 66 2/3% of the unit owners, shall determine whether to reconstruct all of the property so damaged. If the unit owners decide so to construct, all of such insurance proceeds shall be applied to such reconstruction, and the balance of cost thereof shall be common expenses. If, within 90 days of the date of the damage or destruction to all or part of the property, it is not so determined to reconstruct, then Section 703.26 of the Wisconsin Unit Ownership Act shall be applicable.

(10) **Easements and Encroachments**.

(a)Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, electrical conduits and wires and equipment, and cable television transmission lines, over, under, along and on any part of the common areas and facilities as they exist on the date of the recording hereof, appear of record or appear on said Exhibit “A”.

(b) In the event that by reason of the construction, reconstruction, settlement, or shifting of a building, or the design or construction of any unit, any part of the common areas and facilities or limited common areas and facilities, encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common areas and facilities or limited common areas and facilities, or any portion of any unit encroaches upon any part of any other unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit or such portion of the common areas and facilities or limited common areas and facilities, so long as all or any part of the building containing such unit or such portion of the common areas and facilities or limited common areas and facilities so encroaching shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owners of the common areas and facilities if such encroachment occurred due to the willful conduct of said owner or owners.

(c) An easement for the ingress and egress of persons and vehicles is hereby declared and granted along, over, and upon, that part of the real estate shown

on the Plat attached hereto as Exhibit “A” as “Driveway” for the benefit of the real Estate, each unit and its owner, and guests and invitees of the Unit Owners or Board.

(d) All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any other, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof.

(e) Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

(11) **Sale, Leasing or Other Alienation**.

(a) Any unit owner other than the Developer who wishes to sell or lease his unit (or any lessee of any unit wishing to assign his lease or sublease such unit) to any person shall give the Board of Directors (herein referred to as the "Board") no less than thirty (30) days' prior written notice of any such sale, lease, assignment or sublease, setting forth in detail the terms of any contemplated sale, lease, assignment or sublease, which notice shall specify the name and address of the proposed purchaser, assignee or lessee, and such other information as the Board shall reasonably require. The members of the Board and their successors in office shall have the first right and option to purchase or lease such unit upon the same terms, which optionshall be exercisable for a period of thirty (30) days after receipt of such notice. If said option is not exercised by the Board within said thirty (30) days, the unit owner (or lessee)may, at the expiration of said thirty-day period and at any time within sixty (60) days after the expiration of said thirty (30) day period, contract to sell or lease (or sublease or assign) such unit to the proposed purchaser, assignee or lessee named in such notice upon the terms specified therein.

(b) Any unit owner other than the Developer who wishes to make a gift of his unit or any interest therein, or who wishes to transfer his unit or any interest therein for a consideration other than cash, or notes (secured or unsecured) of such transferee, or the assumption of an existing indebtedness, to any person or persons who would not be heirs at law of the unit owner under the Rules of Descent of the State of Wisconsin were he or she to die within sixty (60) days prior to the contemplated date of such gift or other transfer, shall give to the Board not less than sixty (60) days' written notice of his or her intent to make such gift or other transfer prior to the contemplated date thereof. Said notice shall state the contemplated date of said gift or other transfer, the intended donee or transferee, and the terms in detail of such proposed other transfer and such other information as the Board shall reasonably require. The members of the Board and their successors in office shall have the first right and option to purchase said unit or interest therein for cash at fair market value which shall be determined by arbitration as herein provided. Within fifteen (15) days after receipt of said written notice by the Board, the Board and the unit owner desiring to make such gift or other transfer shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within ten (10)

days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said third arbitrator,the three arbitrators shall determine, by majority vote, the fair market value of the unit or interest therein which the unit owner contemplates conveying, and shall thereupon give written notice of such

determination to the unit owner and the Board. The Board's option to purchase the unit or interest therein shall expire forty-five (45) days after the date of receipt by it of such notice. If said option is not exercised by the Board within said forty-five (45) day period the unit owner at the expiration of said forty-five (45) day period, and within sixty (60) days thereafter, may complete, or contract to complete, the proposed gift or other transfer upon the terms stated in the notice to the Board.

(c) In the event that any unit owner dies leaving a will devising his or her unit, or any interest therein, to any person or persons not heirs at law of the deceased unit owner under the Rules of Descent of the State of Wisconsin, and said will is admitted to probate, the members of the Board and their successors in office shall have an option to purchase said unit or interest therein from the estate of the deceased unit owner, or from the devisee or devisees named in such will if no power of sale is conferred by said will upon the personal representative named therein, for cash at fair market value which shall be determined by arbitration as herein provided. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased unit owner, the Board shall appoint a qualified real estate appraiser to act as an arbitrator and shall give written notice of such appointment to the said devisee or devisees, or personal representative, as the case may be. Within fifteen (15) days thereafter, said devisee or devisees, or the personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrators, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three arbitrators shall determine, by majority vote, the fair market value of the unit or interest therein devised by the deceased unit owner and shall thereupon give written notice of such determination to the Board and said devisee or devisees, or personal representative, as the case may be. The Board's right to purchase the unit or interest therein at the price determined by the three arbitrators shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased unit owner is empowered to sell, and shall expire 30 days after the expiration of the time within which claims could be filed against the estate of the deceased unit owner if the personal representative is not empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within said option periods. Nothing herein contained shall be deemed to restrict the right of the Board or its authorized representative to bid at any auction or sale of the unit or interest therein of any deceased unit owner which said auction or sale is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased unit owner's estate which contains his or her unit or interest therein.

(d) In the event any unit or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall, before taking possession of the unit so sold, give thirty (30) days' written notice to the Board of his intention so to do, whereupon the members of the Board and their successors in office shall have an irrevocable option to purchase such unit or interest therein at the same price

for which is was sold at said sale. If said option is not exercised by the Board within said thirty (30) days after receipt of such notice it shall thereupon expire and said purchaser may thereafter take possession of said unit. The Board shall be deemed to have exercised its option if it tenders

the required sum of money to the purchaser within said thirty (30) day period.

(e) In the event any unit owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against his unit, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such unit ownership, which lien may be foreclosed in like manner as a lien for unpaid common expenses as provided in the Unit Ownership Act.

(f) The Board shall not exercise any option hereinabove set forth to purchase any unit without the prior written consent of 66 2/3 per cent of the unit owners. The members of the Board or their duly authorized representatives may bid to purchase at any auction or sale of the unit or interest therein of any unit owner, deceased or living, which said sale is held pursuant to an order or direction of a court upon the prior written consent of 66 2/3 per cent of the unit owners, which said consent shall set forth a maximum price which the Board is authorized to bid and pay for said unit or interest therein.

(g) Upon the written consent of all of the members of the Board, any of the options contained in this Paragraph 11 may be released or waived and the unit or interest therein which is subject to an option set forth in this paragraph may be sold, conveyed, leased, given or devised free and clear of the provisions of this paragraph.

(h) A certificate executed and acknowledged by a majority of the Board stating that the provisions of this Paragraph 11 as herein set forth have been met by a unit owner or duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the unit owners in favor of all persons who rely therein in goodfaith, and such certificate shall be furnished to any unit owner who has in fact complied with the provisions of this paragraph and whose unit or interest therein has not been acquired as in this paragraph provided, upon request at a reasonable fee not to exceed Ten Dollars ($10.00).

(i) The terms of this Paragraph 11 hereinabove contained, shall not be applicable to the transfer by gift, sale, testate or intestate succession, operation of law, or otherwise, of any interest of the Developer, or of the interest of a co-owner of any unit to any other co-owner of the same unit, where such co-owners hold title to such unit as tenants in common or as joint tenants or to leases or subleases having a term of three calendar months or less, but any such lease or sublease shall not be renewable or extended except by compliance with the terms hereof.

(j) Where title to any unit is held by a trust, the bequest, assignment, sale, conveyance or other transfer by a beneficiary of such trust of his or her beneficial interest in such trust (other than as security for a bona fide indebtedness) shall be deemed as assignment, sale, conveyance, devise, or other transfer of the unit owned by such trust.

(k) Where title to any unit is held by a corporation, or a partnership, the transfer

or bequest of fifty per cent (50%) or more of the issued and outstanding shares of such corporation, or of fifty per cent (50%) or more of the interest in such partnership, shall be deemed a transfer or devise of the unitowned by such corporation or partnership.

(l) The terms of this Paragraph 11 hereinabove contained shall not be applicable to the sale, conveyance or leasing of a unit by any mortgagee of the Developer if said mortgagee shall acquire title to such unit by foreclosure of a mortgage on the property, or any unit.

(m) Acquisitions of units or interests therein under the provisions of this paragraph shall be made from the maintenance or common expense fund. If said fund is insufficient, the Board shall levy a special assessment against each unit owner in the ratio that his percentage of ownership in the common areas and facilities, as set forth on Exhibit "C", bears to the total of all such percentages applicable to units subject to said special assessment, which assessment shall become a lien upon each unit, which lien may be foreclosed in like manner as a lien for unpaid common expenses as provided in the Unit Ownership Act. The Board, in its discretion, may borrow money to finance the acquisition of a unit or interest therein which said acquisition is authorized by this paragraph; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the property other than the unit or interest therein to be acquired.

(n) Units or interests therein acquired pursuant to the terms of this paragraph shall be held of record in the names of the members of the Board and their successors in office or such nominee or entity as the Board shall designate, for the use and benefit of all the unit owners against whom a special assessment was levied to purchase said unit under the terms of subparagraph (m) hereof in the same proportions that the Board could levy a special assessment under the terms of said subparagraph. Saidunits or interests therein shall be sold or leased by the Boardfor the benefit of the unit owners upon such price and terms as the Board shall determine. All proceeds of such sale and/or leasing shall be deposited in the maintenance or common expense fund and may thereafter be disbursed at such time and in such manner as the Board shall determine.

(o) If a proposed lease of any unit for any duration is made by any unit owner, after compliance with the foregoing provisions, a copy of the lease as and when executed shall be furnished by such unit owner to the Board, and the lessee there-under shall be bound by and be subject to all of the obligations of such unit owner with respect to such unit as provided in this Declaration, and the lease shall expressly so provide. The unit owner making any such lease shall not be relieved thereby from any of his obligations. Upon the expiration or termination of such lease, or in the event of any attempted subleasing there-under, the provisions hereof with respect to the Board's right of first option shall apply to such unit.

(12) **By-Laws**.

The provisions of this Paragraph 12 shall constitute the by-laws of which, in addition to the other provisions of this Declaration, the administration of the property shall be governed as follows:

(a) The term "association of unit owners" as used herein shall mean all of the unit owners acting as a group in accordance with the terms of this Declaration. Any specified percentage of the unit owners, whether majority or

otherwise, for purposes of voting and for all purposes and wherever provided in this Declaration, shall mean such percentage in the aggregate in interest of the undivided ownership of the common areas and facilities. If any unit is owned by more than one person, the voting rights with respect to such unit shall not be divided, but shall be exercised as if the unit owners consisted of

only one person in accordance with the proxy or other designation made by the persons constituting such unit owner.

(b) The direction and administration of the property on behalf of the association of unit owners shall be vested in a Board of Directors (herein referred to as the "Board"), consisting of 5 persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the unit owners; provided, however, that in the event a unit owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any shareholder, officer or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board.

(c) At each annual meeting of the unit owners, the unit owners shall, by avote of a majority of the unit owners present at such meeting, elect the entire Board for the forthcoming year. Members of the Board shall serve without compensation for a term of one (1) year, and until their successors are elected. Vacancies in the Board shall be filled by the unanimous vote of the members of the Board. A majority of the members of the Board shall constitute a quorum. The Board shall act by the vote of the majority of those members present at a meeting of the Board when a quorum is present.

(d) A regular annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of the unit owners. Other meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may, from time to time, adopt.

(e) Any member of the Board may be removed from office by the affirmative vote of 66 2/3 per cent of the unit owners at a special meeting of the unit owners called for such purpose.

(f) The Board shall have the following powers:

(i) to engage the services of a manager or managing agent, who may be any person, firm or corporation, upon such terms and compensation as the Board deems fit, and to remove such manager or managing agent at any time;

(ii) to engage the services of any persons deemed necessary by the Board at such compensation deemed reasonable by the Board, in the operation, repair, maintenance and management of the property, and to remove, at any time, any such personnel;

(iii) to establish or maintain one or more bank accounts for the deposit of any funds paid to, or received by the Board.

(g) The Board shall acquire and make arrangements for, and pay for out of the maintenance fund, in addition to the manager, managing agent or other personnel above provided for, the following:

(i) water, waste removal, electricity and telephone and other necessary utility service for the common areas and facilities

and such services to the units (including, but not limited to, heating) as are not separately metered or charged to the owners thereof or to a group of owners pursuant to Paragraph 23 hereof;

(ii) a policy or policies of insurance for the property against loss or damage by fire and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the common areas and facilities and the units. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to the Board, as Trustee for each of the unit owners in the percentages set forth in Exhibit "C". The Board may also purchase such other insurance as the Board deems advisable in the operation, and for the protection, of the property and the units. Premiums for all insurance provided for in this Declaration shall be common expenses.

The Board may engage the services of any bank or trust company authorized to do business in Wisconsin to act as trustee or agent on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of this Declaration. In the event of any loss occurring after the first annual meeting of the unit owners is called pursuant to the terms of paragraph (h) hereinbelow, resulting in the destruction of the major portion of one or more units, the Board shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any unit so destroyed. The fees of such corporate trustee shall be common expenses.

Each unit owner, other than the Developer, shall notify the Board in writing of any additions, alterations, or improvements to his unit and he shall be responsible for any deficiency in any insurance loss recovery resulting from his failure so to notify the Board. The Board shall use reasonable effort to obtain insurance on any such additions, alterations or improvements if such owner requests it to do so and if such owner shall make arrangements satisfactory to the Boardto reimburse it for any additional premiums attributable thereto; and in the absence of insurance on such additions, alterations or improvements, the Board shall not be obligated to apply any insurance proceeds to restore the affectedunit to a condition better than the condition existing prior to the making of such additions, alterations or improvements. All such policies of insurance shall insure additions, alterations or improvements made by the Developer. All such policies of insurance shall contain standard mortgage clause endorsements in favor of the mortgagee of each unit and that such policy shall not be terminated, cancelled or substantially modified without at least ten (10) days prior written notice to the mortgagee of each unit.

(iii) a policy or polices insuring the Board and the unit owners against any liability incident to the ownership and/or use of those portions of the common areas and facilities not under the exclusive control or occupancy of the unit owners, the liability

under which insurance shall be not less than One hundred Thousand Dollars ($100,000.00) for any one person injured, Three hundred Thousand Dollars ($300,000.00) for any one accident, and Ten Thousand Dollars ($10,000.00) for property

damage (such limits to be reviewed at least annually by the Board and increased in its discretion);

(iv) workman's compensation insurance to the extent necessary to comply with any applicable laws;

(v) landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the common areas and facilities and the limited common areas and facilities, including the parking area, (but not including the interior surfaces, windows and doors of the units, or the patios or balconies which are limited common areas or facilities, which the respective unit owner shall paint, clean, decorate, maintain and repair) and such furnishings and equipment for the common areas and facilities as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the common areas and facilities;

(vi) any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, or assessments which the Board deems necessary or proper for the maintenance and operation of the property as a first class condominium project or for the enforcement of any restrictions or provisions contained herein;

(vii) any amount necessary to discharge any mechanic's lien or other encumbrance levied against the property or any part thereof which may in the opinion of the Board constitute a lien against the property or against the common areas or facilities, rather than merely against the interests therein of particular unit owners. Where one or more unit owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said unit owners and shall, until paid by such unit owners, constitute a lien on the interest of such unit owners in the property, which lien may be foreclosed in like manner as a lien forunpaid common expenses as provided in the UnitOwnership Act.

(viii) maintenance and repair of any unit or any other portion of the property which a unit owner is obligated to maintain or repair under the terms hereof, if such maintenance or repair is necessary, in the discretion of the Board, to protect the common areas or facilities, or any other portion of the property, and the owner or owners of said unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said unit owner or owners; provided that the Board shall levy a special assessment against such unit for cost of said maintenance or repair and the amount

of such special assessment shall constitute a lien on the interest of such unit owner or owners in the property, which lien may be foreclosed in like manner as a lien for unpaid common expenses as provided in the Unit Ownership Act.

The expenses incurred by the Board in executing the provisions of this subparagraph (g) shall be deemed common expenses.

(h) The first annual meeting of the association of unit owners shall be called by the Developer, upon ten (10) days written notice, not later than thirty (30) days after the date when the sales to purchasers by the Developer have been consummated with respect to all units which the Developer intends to construct on the Parcel (as that term is hereinafter defined), but in no event shall such meeting be called later than June 1, 1974. Thereafter, an annual meeting of the association of unit owners shall be held on the first Monday in Junein each year for the purpose of electing members of the Board and such other business as may come before the meeting. Special meetings of the association of unit owners may be called, for any reasonable purpose, either by the President, or not less than 33 1/3 percent of the unit owners, the notice for which shall specify the matters to be considered at such special meeting.

(i) All meetings of the association of unit owners shall take place at 8:00 P.M. in some section of the property designated by the person or persons calling a special meeting, or at such other reasonable place or time designated by the Board. Written notice of the holding of any regular or special meeting of the association of unit owners, stating the date, hour and place of such meeting shall be delivered or sent, in person or by mail, to each unit owner in care of his unit as lease five (5) days before the date of such meeting. A majority of the unit owners shall constitute a quorum at all such meetings. A unit owner may vote either in person or by proxy at any regular or special meeting of the unit owners. Every proxy must be in writing and no proxy shall be valid after eleven months from the date of its execution.

(j) A president, one or more vice presidents, a secretary and a treasurer, shall be elected at each annual meeting of the Board from among its members. Any such officer may be removed by the vote of a majority of the Board at any time. A vacancy in any office may be filled by the Board for the unexpired term.

(k) The president shall preside over the meetings of the Board and the association of unit owners; he may sign, together with any other officer designated by the Board, any contracts, checks, drafts, or other instruments designated or approved by the Board. In the absence of the president, or in the event of his inability to act, the vice presidents (in the order elected) shall perform the duties of the president.

(l) The secretary shall keep the minute book wherein all resolutions shall be recorded and shall see that all notices (except the notice for the first annual meeting of the unit owners) are duly given as herein provided.

(m) The treasurer shall keep all financial records and books of account. All expenses, charges and costs of the maintenance, repair or replacement of the common areas and facilities, and any other expenses, charges or costs which the Board may incur or expend pursuant hereto, shall be approved by the Board, and a written voucher thereofprepared and signed by the treasurer. There shall be no structural alterations, capital additions to, or capital

improvements on, the common areas or facilities (other than for purposes of replacing or restoring portions of the common areas or facilities) requiring an expenditure in excess of Five Thousand ($5,000.00) Dollars per each alteration, addition or improvement without the prior approval of at least 66 2/3 percent of the unit owners.

(n) Each year, on or before December 1st, the Board shall estimate the annual budget of common expenses (the "annual budget"), including the total amount required for the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th notify each unit owner in writing as to the amount of such estimate with reasonable itemization thereof. Said annual budget shall be assessed to the unit owners according to each unit owner's percentage of ownership in the common areas and facilities as set forth on Exhibit "C" hereof or as may be altered or reallocated hereafter pursuant to paragraph 22.

All sums so assessed shall be deemed common expenses under the terms of the Unit Ownership Act. On or before January 1st of the ensuing year, and the first of each and every month of said year, each unit owner shall be obligated to pay to the Board, or as it may direct, 1/12th of the assessment made pursuant to this paragraph. On or before the 1st day of February of each calendar year commencing 1973, the Board shall supply to all unit owners an itemized accountingof the maintenance expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves and all common profits (as defined in the Act) shall be credited according to each owner's percent of ownership in the common areas to the next monthly installments due from owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each unit owner's percentage of ownership in the common areas and facilities to the installments due in the succeeding six months after rendering of the accounting. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year, shall be charged first against such reserve. If said annual budget proves inadequate for any reason, including non-payment of any owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the unit owners according to each unit owner's percentage of ownership in the common areas and facilities. Said further assessment shall also be deemed common expenses under the terms of the Act. The Board shall serve notice of such further assessment on all unit owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All unit owners shall be obligated to pay the adjusted monthly amount. The Board shall collect all such assessments and any other assessments herein provided for.

When the first Board elected hereunder takes office, it shall determine the estimated budget, as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31 of the calendar year in which said election occurs. Assessments shall be levied against the unit

owners during said period as provided in this paragraph.

The failure or delay of the Board to prepare or serve the annual or adjusted budget on the unit owners shall not constitute a waiver or release in any manner of the unit owner's obligation to pay the maintenance and other costs and

necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget the unit owners shall continue to pay the monthly assessment charges at the then existing monthly rate established for the previous period until the monthly assessment payment which is due more than ten (10) days after such new annual or adjusted budget shall have been mailed or delivered.

In the event of the foreclosure of a lien for unpaid common expenses, the unit owner who is the defendant in such proceeding shall be required to pay a reasonable rental for such unit for his occupancy thereof.

(o) The Board shall keep full and correct books of account and the same shall be open for inspection by any unit owner or any representative of a unit owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the unit owner. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the unit owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the unit owners in the percentages set forth on Exhibit "C" hereof.

(p) Until such time as the first Board provided for herein is elected, the Developer may assess each unit owner a maintenance fee and any such assessment shall be deemed common expenses as provided in the Act. All of the rights, duties and functions of the Board set forth in this Declaration shall be exercised by the Developer for a period ending thirty (30) days after the election of the first Board hereunder.

(q) If a unit owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Board may assess a service charge of 1%of the balance of the aforesaid charges and assessments in default for thirty (30) days for each month, or part thereof, that said balance, or any part thereof, remains unpaid. In addition to any remedies or liens provided by law, if a unit owner is in default in the monthly payment of the aforesaid charges or assessment for thirty (30) days, the Board may bring suit for and on behalf of itself and as representative of all unit owners, to enforce collection thereof or to foreclose the lien hereinafter provided; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorney fees to be fixed by the Court. No owner may waive or otherwise escape liability for the assessments provided for herein by non-user of the common areas and facilities or limited common areas and facilities or abandonment of his or her unit. The unpaid common expenses assessed to a unit owner shall constitute a lien against the unit of such unit owner and against such unit owner's interest in the property, as provided in the Act.

(r) Upon ten (10) days' notice to the Board, and the payment of a reasonable fee fixed by the Board not to exceed Fifteen Dollars ($15.00), any unit owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

(s) The Board may, from time to time, adopt or amend such administrative rules and regulations governing the operation, maintenance, beautification and use of the common areas and facilities, the limited common areas and facilities, and the units, not inconsistent with the terms of this Declaration, as it sees fit, and the unit owners shall conform to, and abide by, such rules and

regulations. Written notice of such rules and regulations shall be given to all unit owners and occupants. A violation of such rules or regulations shall be deemed a violation of the terms of this Declaration. Such administrative rules and regulations shall be effective upon, and may be amended at any time, upon the affirmative vote of a majority of the unit owners.

(t) The Developer or the Board may grant to any unit owner, or any other person, the privilege to use any portion of the parking area or any portion of the boat docking area, (not designated by the Developer as a limited common area reserved for the use of a certain unit pursuant to the terms of Paragraph 5 hereof) for the parking of an automobile or the docking of a boat, respectively, for any period of time the Developer or Board sees fit. The Developer or the Board may make such charges as it sees fit for such parking or docking privileges and any funds so collected by the Developer or the Board shall become part of the maintenance fund. Any parking or docking charges to unit owners pursuant to this paragraph shall be uniform.

(u) The Board or the Developer may number and assign to any unit owner the exclusive privilege to use for storage purposes any portion of the building designated for such purposes. Any such designation by the Board or the Developer shall not thereafter be changed except upon the affirmative vote of a majority of unit owners.

(v) Whenever any notice whatever is required to be given under the provisions of this Declaration, or by-laws, a waiver thereof in writing by the person or persons entitled to such notice, whether before or at the time stated therein, shall be deemed equivalent to the giving of such notice.

(w) Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all the unit owners or any of them.

(x) The members of the Board and the officers thereof shall not be liable to the unit owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers. The unit owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of the unit owners unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. The liability of any unit owner arising out of any contract made by such members of officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage interest in the common areas and facilities bears to the total percentage interest of all the unit owners in the common areas and facilities. Each agreement made by such members of officers shall be executed by such members or officers, as agents for the unit owners.

(y) In the event of any dispute or disagreement between any unit owners relating to the Property, or any question of interpretation or application of the provisions of this Declaration, the determination thereof by the Board shall be final and binding on each and all of such unit owners.

(13) **Use and Occupancy of Units, Common Areas and Facilities, and Limited Common Areas and Facilities**. The units, common areas and facilities, and limited common areas and facilities shall be occupied and used as follows:

(a) No part of the property shall be used for other than housing and the related common purposes for which the property was designed. Each unit shall be used as a residence for a single family, or, if owned by an entity, for housing of agents, officers, employees, directors and guests of such entity, subject to the reasonable regulations of the Board, and for no other purpose.

(b) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the property. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the property except as such location and in such form as shall be determined by the Board. The right is reserved by the Developer or its agent or agents, to place "For Sale" or "For Rent" signs on any unsold or unoccupied units, and on any part of the common areas and facilities, and the right is hereby given to any mortgagee, who may become the owner of any unit, to place such signs on any unit owned by such mortgagee. The Developer shall have the right to use any unsold unit or units for sales or display purposes.

(c) There shall be no obstruction of the common areas and facilities nor shall anything be stored in the common areas and facilities without prior consent of the Board except as herein expressly provided. Each unit owner shall be obligated to maintain and keep his own unit, its windows and doors, and the patio or balcony which is a limited common area reserved for the use of his unit in good, clean order and repair.

(d) Nothing shall be done or kept in any unit or in the common areas and facilities which will increase the rate of insurance on the building, or contents thereof, applicable for residential use, without the prior written consent of the Board. No unit owner shall permit anything to be done or kept in his unit or in the common areas or facilities or limited common areasor facilities which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the common areas or facilities or limited common areas or facilities.

(e) Unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

(f) No Animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any unit or in any part of the property, except that dogs, cats, or other household pets may be kept in units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days' written notice from the Board.

(g) No noxious or offensive activity shall be carried on in any unit or in the

property, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants.

(h) Nothing shall be done in any unit or in, on or to the common areas or facilities or limited common areas or facilities which will impair the structural integrity of the building or which would structurally change the building except as otherwise provided herein.

(i) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the common areas or facilities or limited common areas or facilities. The common areas and facilities and the limited common areas and facilities shall be kept free and clear of rubbish, debris and other unsightly materials.

(j) There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, chairs or other personal property on any part of the common areas of facilities or limited common areas or facilities without the prior consent of, and subject to any regulations of, the Board.

(k) Nothing shall be altered or constructed in or removed from the common areas or facilities or limited common areas or facilities, except upon the written consent of the Board.

(l) Each unit owner hereby waives and releases any and all claims which he may have against any other unit owner, the officers and members of the Board, the Developer and their respective employees and agents, for damage to the common areas and facilities, the units, or to any personal property located in the units or common areas and facilities, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

(m) If, due to the act or neglect of a unit owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such unit owner, damage shall be caused to the common areas and facilities, the limited common areas and facilities appurtenant to a unit owned by others, or to a unit or units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such unit owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance.

(n) No unit owner shall overload the electrical wiring in a building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or air conditioning system or plumbing system, without the prior written consent of the Board.

(o) Nothing in this Paragraph 13 shall be construed to prevent or prohibit a unit owner from maintaining his professional personal library, or keeping his professional business or professional records or accounts, or handling his professional business or professional telephone calls, or conferring with business or professional associates, clients or customers, in his unit.

(14) **Violation of Declaration**.

The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained or contained in the Act, shall give the Board the right, in addition to any other rights provided for in this Declaration: (a) to enter upon the unit, or any

portion of the property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

Furthermore, if any unit owner (either by his own conduct or by the conduct of any other occupant of his unit) shall violate any of the covenants of this Declaration of the regulations adopted by the Board and such violation shall continue for thirty (30) days after notice in writing from the Board or shall occur during any thirty (30) day period after written notice or request to cure such violation from the Board, then the Board shall have the power to issue to the defaulting unit owner a ten (10) day notice in writing to terminate the rights of the said defaulting unit owner to continue as a unit owner and to continue to occupy, use or control his unit and thereupon an action in equity may be filed by the Board against the defaulting unit owner for a decree of mandatory injunction against the unit owner or occupants or, subject to the prior consent in writing of any mortgagee having a security interest in the unit of the defaulting unit owner, which consent shall not be unreasonably withheld, in the alternative a decree declaring the termination of the defaulting unit owner's right to occupy, use or control the unit owned by him on account of the breach of covenant and ordering that all the right, title and interest of the unit owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting unit owner from re-acquiring his interest at such judicial sale or by virtue of the exercise of any right of redemption which may be established. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorney fees and all other expenses of the proceeding and sale and all such items shall be taxed against the defaulting unit owner in said decree. Any balance of proceeds after satisfaction of such charges and any unpaid assessments hereunder or any liens may be paid to the unit owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the unit and immediate possession of the unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold, subject to this Declaration.

(15) **Entry by Board**.

The Board or its agents or employees may enter any unit when necessary in connection with any painting, maintenance or reconstruction for which the Board is responsible, or which the Board has the right or duty to do. Such entry shall be made with as little inconvenience to the unit owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund.

(16) **Grantees**.

Each grantee of the Developer, by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Deed, accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved

by this Declaration and the provisions of the Act, as at any time amended, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

(17) **Separate Real Estate Taxes**.

It is understood that real estate taxes are to be separately taxed to each unit owner for his unit and his corresponding percentage of ownership in the common areas and facilities, as provided in the Unit Ownership Act. In the event that for any year such taxes are not separately taxed to each unit owner, but are taxed on the Property as a whole, then each unit owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the common areas and facilities.

(18) **Incorporation**.

The Developer (prior to the election of the first Board) and the Board may, upon the affirmative vote of a majority of the unit owners, at any time hereafter, cause the formation of a Wisconsin not-for-profit corporation for the purpose of facilitating the administration and operation of the property, and in such event:

(a) Each unit owner shall be a member of such corporation, which membership shall terminate upon the sale or other disposition by such member of his unit ownership, at which time a new unit owner shall automatically become a member therein.

(b) The Board from time to time elected hereunder shall be the Board of Directors of such corporation.

(c) The provisions of Paragraph 12 of this Declaration shall be adopted as the by-laws of such corporation.

(d) The Articles of Incorporation shall contain such terms, not inconsistent with this Declaration, as the Developer or the Board shall deem desirable.

(e) The name of such corporation shall not conflict with Vista del Lago, Inc. or Vista del Lago Building Corporation.

(f) The Board may delegate to such corporation all of the powers and authority conferred upon the Board by law and by this Declaration, except such power and authority, if any, as may by law be non-delegable.

(19) **Failure to Enforce**.

No terms, obligations, covenants, conditions, restrictions or provisions imposed hereby or contained herein shall be abrogated or waived by any

failure to enforce the same, no matter how many violations or breaches may occur.

(20) **Notices**.

Notices required or permitted to be given to the Board or any unit owner may be delivered to any member of the Board or such unit owner either personally or by mail addressed to such Board member or unit owner at his unit.

Notices required to be given to any devisee or personal representative of a deceased unit owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased owner is being administered.

(21) **Amendments**.

The provisions of Paragraph 22 of this Declaration may not be amended. The provisions of Paragraphs 1, 2, 3, 4, 5, 6, 7, 10, Subparagraphs (i) and (1) of Paragraph 11, Subparagraph (n) of Paragraph 12 and Paragraph 21 of this Declaration, may be amended, changed or modified by an instrument in writing, setting forth such amendment, change or modification, signed and acknowledged by all members of the Board, all unit owners and all mortgagees having bona fide liens of record against any units. Other provisions of this Declaration may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all of the members of the Board, at least 66 2/3% of the unit owners and containing an affidavit by an officer of the Board certifying that a copy of the amendment, change or modification has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit, not less than ten days prior to the date of such affidavit. Any amendment, change or modification shall conform to the provisions of the Act and shall be effective upon recordation thereof. No change, modification or amendment which affects the rights, privileges or obligations of the Developer shall be effective without the prior written consent of the developer.

(22) **Additional Property**.

The Developer reserves the right, from time to time, within five (5) years of the date of the recording of this Declaration, to annex and add to the property and thereby add to the condominium created hereby, all or any portion of the real estate described on Exhibit "D" attached hereto and made a part thereof, which real estate is hereinafter referred to as the "Additional Real Estate" (which, together with the real estate described in Exhibit "A" attached hereto, shall be known as "the Parcel"). No rights of any character whatever within the Additional Real Estate attach to any owner except as to any portion of the Additional Real Estate which is described in any recorded Amended Declaration of Unit Ownership annexing and adding such portion to this Declaration as part of the condominium created hereby.

In furtherance of the foregoing a power coupled with an interest is hereby declared in favor of Vista del Lago, Inc., as attorney-in-fact, to reallocated the percentage of undivided interest in the common areas and facilities appertaining to each unit to the percentages set forth in each such Amended Declaration recorded pursuant to this paragraph in the manner allowed by the Unit Ownership Act. Each deed, mortgage or other instrument with respect to a unit and the acceptance thereof, shall be deemed a grant and acknowledgment of and consent to such power to said attorney-in-fact and

shall be deemed to reserve to said attorney-in-fact the power to reallocate, from time to time, the percentages of undivided interest in the common areas and facilities appertaining to each unit to the percentages set forth in each such recorded Amended Declaration in the manner set forth herein.

Each owner of a unit by acceptance of a deed thereto, acknowledges, consents and agrees, with respect to each Amended Declaration which may be recorded hereunder, as follows:

(a) The portion of the Additional Real Estate described in each such Amended Declaration shall be governed in all respects by the provisions of this Declaration.

(b) The percentage of ownership in the common areas and facilities appurtenant to each unit shall automatically be shifted and reallocated in such manner as is allowed by the Unit Ownership Act and upon the recording of each such Amended Declaration, the amount by which such percentage appurtenant to a unit is reduced, as set forth in each such recorded Amended Declaration, shall thereby be and be deemed to be released and divested from such unit owner and reconveyed and reallocated among the other unit owners as set forth in each such recorded Amended Declaration.

(c) Each deed, mortgage or other instrument affecting a unit shall be deemed given subject to the conditional limitation that the percentage of ownership in the common areas and facilities appurtenant to each unit shall, upon the recording of each Amended Declaration, be divested pro tanto to the reduced percentage set forth in such Amended Declaration and vested among the other unit owners in accordance with the terms and percentages set forth in each such recorded Amended Declaration.

(d) A right of revocation is hereby reserved by the grantor in each such deed, mortgage or other instrument of a unit to so amend and reallocate the percentages of ownership in the common areas and facilities appurtenant to each unit as set forth herein.

(e) The percentage of ownership in the common areas and facilities appurtenant to each unit shall include and be deemed to include any additional common areas and facilities annexed hereto by a recorded Amended Declaration and such deed, mortgage or other instrument affecting a unit shall be deemed to include such additional common areas and facilities and the ownership of any such unit and lien of any such mortgage shall automatically include and attach to such additional common areas and facilities as such Amended Declarations are recorded.

(f) Each owner shall have a perpetual easement, appurtenant to his unit, for the use of any additional common areas and facilities described in any recorded Amended Declaration, for the purposes herein set forth, except as to any portion the use of which is limited by exclusive designation to the owners of specific units, as may be provided in any such Amended Declaration and also except as to any limited common areas and facilities.

(g) The recording of each such Amended Declaration shall not alter the amount of any lien for expenses assessed to a unit prior to such recording.

(h) Each owner by acceptance of the deed conveying his unit, agrees for himself and all those claiming under him, including mortgagees, that this Declaration and each Amended Declaration is and shall be deemed to be in

accordance with the Act and for purposes of this Declaration and the Act, any changes in the respective percentages of ownership in the common areas and facilities as set forth in each such Amended Declaration shall be deemed to be made by agreement of all unit owners.

(i) The Developer reserves the right to amend this Declaration in such manner and each owner agrees to execute and deliver such documents necessary or desirable to cause the provisions of this Paragraph 22 to comply with the Act as it may be amended from time to time.

(j) The foregoing provisions of this Declaration and any deeds and mortgages of the units and common areas and facilities contain and will contain clauses designed to accomplish a shifting of the common areas and facilities as set forth herein. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the common areas and facilities can be accomplished.

(23) Anything herein to the contrary notwithstanding, heating, electricity, water and other utility service to the units constructed on the real estate described in Exhibit A, which are not separately metered to each unit and which do not service the common areas and facilities (hereinafter called building utility charges) shall not be considered common expenses hereunder. Each owner of a unit in the building constructed on the real estate, by acceptance of a deed thereto, acknowledges, consents and agrees, as follows:

(a) To pay to the Board, in such manner as the Board shall direct, his share of the building utility charges. Such share shall be assessed to the unit owners in the building constructed on the real estate described in Exhibit A according to such unit owner's percentage of ownership in the common areas and facilities as set forth on Exhibit "C" thereof.

(b) For purposes of this paragraph 23 only, the percentages set forth on Exhibit "C" shall remain constant and shall not be reallocated in accordance with the provisions of paragraph 22 hereof upon the recording of an Amended Declaration or Declaration of Unit Ownership.

(c) The amount of building utility charges owed by the unit owners to the Board hereunder, if not paid, shall constitute a lien on the interest of such unit owner or owners in the property which lien may be foreclosed in like manner as a lien for unpaid common expenses as provided in the Unit Ownership Act.

(24) **Violation of Certain Rules**.

If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until thirty (30) years after the death of the survivor of the now living descendants of the now incumbent President of the United States.

(25) **Severability**.

The invalidity of any restrictions hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and all of the terms hereof are hereby declared to be severable.

(26) **Construction**.

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class condominium apartment development.

(27) **Changes or Modifications by the Developer**.

Before the election of the first Board, the Developer, or its successor or assigns, shall have the right to change or modify any or all of the terms, restrictions and covenants herein contained, which change or modification shall be effective upon the recording thereof; provided, however, that the provisions of subparagraph (1) of paragraph 11 hereof shall not be amended, modified or changed without the consent of the holder of any first mortgage or first trust deed affected thereby; providing further, without limiting the generality of the foregoing, that the Developer may, in conjunction with the filing of any Amended Declaration pursuant to Paragraph 22 hereof, file a plat of survey of all or any part of the Parcel, showing on said Plat the boat docking area as provided for in Paragraph (5) (d) hereof.

IN WITNESS WHEREOF, the said VISTA del LAGO, INC. has caused this Declaration to be signed by its duly authorized officers on its behalf; all done at Chicago, Illinois, on the day and year first above written. (March 20, 1972)

VISTA DEL LAGO, Inc.

By _____
President

IN THE PRESENCE OF:

_____

_____

ATTEST:

_____
Asst. Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GARY VAN BROCK, President of VISTA del LAGO, INC. and JOSEPH DuBois, Assistant Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and assistant Secretary respectively appeared before me this day in person and acknowledge that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said JOSEPH DuBOIS did

also then and there acknowledge that he as custodian of the corporate seal of said corporation did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _20__ day of __March__ A.D. 19 _72_.

_____
Notary Public

THIS DOCUMENT WAS DRAFTED BY MICHAEL MISELMAN, 33 North Lasalle Street, Chicago, Illinois.

First Federal Savings and Loan Association of Racine, holder of a mortgages on the property dated 8/11/71 and 3/1/72, hereby consents to the exclusion and recording of the above and foregoing Declaration of Unit Ownership and hereby submits said mortgages recorded as Document No. 639542 and 647134 to the provisions of the above and foregoing Declaration of Condominium and the Unit Ownership Act.

IN WITNESS WHEREOF, the said First Federal Savings and Loan Association of Racine has caused this instrument to be signed by its duly authorized officers on its behalf; all done at Racine, Wisconsin, on this 21st day of March, 1972.

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF RACINE

By _____
President

ATTEST:

_____
Secretary

STATE OF WISCONSIN)
) SS.
COUNTY OF RACINE)

I, Robert R. Henzl, a notary public in and for said county and State do hereby certify that Ernest A. Zeches and Glenn R. Coates, President and Secretary, respectively, of First Federal Savings and Loan Association of Racine, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, appeared this day before me in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of March, 1972.

_____
Notary Public

My Commission: is permanent

EXHIBIT C (3/29/72)

UNIT	PERCENTAGE INTEREST IN COMMON AREAS AND FACILITIES	VALUE
A-1	13.097%	$76,900.00
A-2	13.607%	$79,900.00
B-1	11.392%	$66,900.00
B-2	11.904%	$69,900.00
C-1	11.392%	$66,900.00
C-2	11.904%	$69,900.00
D-1	13.097%	$76,900.00
D-2	13.607%	$79,900.00
	---	---
	100.0%	$587,200.00

AMENDENT
TO
DECLARATION MADE PURSUANT TO THE
UNIT OWNERSHIP ACT OF WISCONSIN
FOR
VISTA DEL LAGO

THIS DECLARATION, made and entered into by Vista Del Lago, Inc., a Wisconsin Corporation (hereinafter referred to as "the Developer");

W I T N E S S E T H

WHEREAS, by Declaration pursuant to the Unit Ownership Act of the State of Wisconsin, recorded in the office of the Recorder of Deeds of Walworth County, Wisconsin as Document No. 647911, (The "Declaration"), the Developer submitted certain real estate to the provisions of the Wisconsin Unit Ownership Act, (The Act), said being known as Vista Del Lago Condominium; and

WHEREAS, under "The Declaration", the right is reserved by the Developer to annex and add certain real estate to "The Parcel" and "Property" described in the Declaration and thereby add to the Vista Del Lago Condominium; and

WHEREAS, the Developer is the legal title holder of and wishes to so annex and add to the said "Parcel" and "Property" "additional real estate" (which, together with the real estate described in Exhibit "A" attached to the Declaration heretofore recorded, shall now and hereafter be known as "The Parcel") and thereby submit to the Act as a part of the Condominium Development, "the additional real estate" described in Exhibit "A" hereto attached and made a part hereof by reference; and

WHEREAS, the "additional real estate" is now improved with seven additional buildings which buildings are described as Building Numbers 2, 3, 4, 5, 6, 7 and Unit A and collectively with Building Number 1 known and referred to as located at 865 South Shore Drive, Lake Geneva, Wisconsin.

NOW, THEREFORE, the Developer DECLARES as follows:

1. The "additional real estate" is hereby annexed to "The Parcel" and "Property" described in Exhibit "A" attached to the Declaration so that "The Parcel" shall hereafter consist of the real estate described in Exhibit "A" to the Declaration and the "additional real estate" (all of which is collectively and legally described as set forth in Exhibit "A" attached hereto.

EXHIBIT D

A parcel of land located in the North Half of Section 1, Township 1 North, Range 17, East of the Fourth Principle Meridian, City of Lake Geneva, Walworth County, Wisconsin, described as follows, to-wit: Commencing at the North Quarter Section Corner of said Section 1; thence South along the North-South Quarter Section line of said Section 1, 1192.62 feet; thence South 89 degrees 48' 27" West, being along the North line of said parcel, a distance of 1014.24 feet; thence South 44 degrees 40' 57" West 313.16 feet to the place of beginning of the tract of land being hereby described; thence South 45 degrees 30' 03" East 114.0 feet; thence South 44 degrees 29' 57" West 5.0 feet; thence South 45 degrees 30' 03" East 34.15 feet to a point of curve; thence Southerly and Easterly along a curved line concave Northerly, tangent to last described course and having a radius of 40.0 feet, a distance of 28.16 feet to point of tangency; thence South 85 degrees 50' 03" East tangent to last described curve, 92.91 feet to a point of curve; thence Easterly along a curved line concave Northerly, tangent to last described course and having a radius of 369.96 feet, a distance of 64.57 feet to a point of reverse curve; thence Easterly along a curved line concave Southerly tangent to last described curve and having a radius of 425.0 feet, a distance of 113.91 feet to a point of tangency; thence South 80 degrees 28' 41" East tangent to last described curve; 322.32 feet; thence North 09 degrees 31' 19" East, being as a right angle to last described course, 56.08 feet; thence North 13 degrees 11' 33" West 92.35 feet to a point of curve; thence Northerly along a curved line concave Easterly, tangent to last described course and having a radius of 75.0 feet, a distance of 56.29 feet to a point of reverse curve; thence Northerly along a curved line concave Westerly tangent to last described curve and having a radius of 63.50 feet, a distance of 65.39 feet to a point of tangency; thence North 29 degrees 11' 33" West, tangent to last described curve, 83.0 feet to a point of curve; thence Northwesterly and Westerly along a curved line, concave Southwesterly, tangent to last described course and having a radius of 40.0 feet, a distance of 42.59 feet to a point of tangency; thence South89 degrees 48' 27" West tangent to last described curve 585.0 feet; thence South 0 degrees 11' 33" East 95.00 feet; thence South 88 degrees 46' 35" East 410.0 feet; thence South 25 degrees 28' 12" West 90.77 feet; thence North 85 degrees 50' 03" West 45.0 feet; thence North 40 degrees 50' 03" West 20.0 feet; thence North 85 degrees 50' 03" West 400.0 feet to a point North 45 degrees 30' 03" West a distance of 47.58 feet from the place of beginning; thence South 45 degrees 30' 03" East47.58 feet to said place of beginning and also that part of said parcel thereof described as commencing at said point on the North and South Quarter line of said Section1, 1192.62 feet South of the North Quarter Corner of said Section 1, and running thence South 89 degrees 49' 27" West, being along the North line of said parcel, a distance of 237.13 feet; thence South 0 degrees 11' 33" East at right angles to last described course, a

distance of 50.0 feet to the place of beginning of the tract of land being hereby described; thence South 89 degrees 48’ 27” West 205.0 feet; thence South 0 degrees 11’ 33” East 65.0 feet; thence North 89 degrees 48’ 27” East 205.0 feet; thence North 0 degrees 11’ 33” West 65.0 feet to the place of beginning in Walworth County, Wisconsin, as aforesaid.

2. The legal description of the units as set forth in the Declaration is hereby amended and shall consist of:

Building No. 1 – Units A-1, A-2, B-1, B-2, C-1, C-2, D-1 and D-2.
Building No. 2 - Units A-1, A-2, B-1, and B-2.
Building No. 3 - Units A-1, A-2, B-1, and B-2.
Building No. 4 - Units A-1, A-2, B-1, and B-2.
Building No. 5 - Units A-1, A-2, B-1, and B-2.
Building No. 6 - Units A-1, A-2, B-1, and B-2.
Building No. 7 - Units A-1, A-2, B-1, and B-2.
Building No. A – A-1.

3. Exhibit "A" to "the Declaration" is hereby amended and superseded in its entirety by Exhibit "A" attached hereto and any reference in the Declaration to Exhibit "A" shall be deemed to refer to Exhibit "A" as hereby amended.

4. Exhibit "B" attached to "The Declaration" is hereby amended and Exhibit "B" attached hereto consisting of pages A-1 to A-13 inclusive is hereby made a part of and added to Exhibit "B" attached to the "Declaration".

5. Exhibit "C" attached to "The Declaration" is hereby amended and superseded in its entirety by Exhibit "C" attached hereto and the respective percentage interest in Common Areas and facilities appurtent to each unit described in said Exhibit "B" prior to this amendment is hereby reduced to the respective percentages set forth in Exhibit "B" as hereby amended.

6. All the Unit Owners by Vista Del Lago, Inc. as attorneys in fact hereby consent to this amendment to the "Declaration", pursuant to the Power of Attorney set forth in paragraph 22 of "The Declaration".

7. Except as expressly set forth herein, "The Declaration" shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the said Vista Del Lago, Inc. has caused this

Amendment to the "Declaration" to be signed by its duly authorized officers on its behalf; all done at Chicago, Illinois on the 12 day of February A.D., 1973.

VISTA DEL LAGO, INC.

BY:_____

IN THE PRESENCE OF:

_____

_____

ATTEST:

_____
Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GARY VAN BROCK, President of VISTA DEL ALGO, INC. and JOHN ANDERSON Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said JOHN ANDERSON did also then and there acknowledge that he as custodian of the corporate seal of said corporation did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12th day of February, A.D., 1973.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

VISTA DEL LAGO, INC., A Wisconsin Corporation, as attorneys in fact do hereby consent, affirm and approve of this Declaration.

VISTA DEL LAGO, INC.,
As attorneys in fact

BY:_____

ATTEST:

_____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GARY VAN BROCK, President of VISTA DEL ALGO, INC. and JOHN ANDERSON Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President

and Secretary respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said JOHN ANDERSON did also then and there acknowledge that he as custodian of the corporate seal of said corporation did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12th day of February, A.D., 1973.

_____
Notary Public

STATE OF WISCONSIN)
) SS
COUNTY OF WALWORTH)

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF RACINE, A Wisconsin Corporation, as mortgagees do hereby ratify, affirm and consent to this Amendment to the Declaration recorded on the 29th day of March, 1972 in the office of the Recorder of Deed of Walworth County, Wisconsin as Document No. 647911.

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF RACINE

BY: _____
President

ATTEST:

_____
Assistant Secretary

STATE OF WISCONSIN)
) SS.
COUNTY OF WALWORTH)

I, Grace E. Miller, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ernest A. Zeches Presidentof FIRST FEDERAL SAVINGS AND LOAN OF RACINEand Jean L. Montemurro, Asst. Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Jean L. Montemurro did also then and there acknowledge that she is custodian of the corporate seal of said corporation did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and seal this 13th day of February, A.D., 1973.

_____

Grace E. Miller Notary Public

EXHIBIT "C" (2-13-1973)

VISTA DEL ALGO CONDOMINIUMS

BUILDING NO. 1	FIRST FLOOR	SECOND FLOOR
UNIT A	A-1 .036083	.037935 A-2
UNIT B	B-1 .030665	.031568 B-2
UNIT C	C-1 .030665	.031568 C-2
UNIT D	D-1 .034728	.036083 D-2

BUILDING NO. 2	FIRST FLOOR	SECOND FLOOR (Beamed ceilings with loft)
UNIT A	A-1 .033871	.038388 A-2
UNIT B	B-1 .029355	.033871 B-2

BUILDING NO. 3	FIRST FLOOR	SECOND FLOOR
UNIT A	A-1 .028904	.033419 A-2
UNIT B	B-1 .028452	.032967 B-2

BUILDING NO. 4	FIRST FLOOR	SECOND FLOOR
UNIT A	A-1 .027999	.032515 A-2
UNIT B	B-1 .027549	.032064 B-2
BUILDING NO. 5	FIRST FLOOR	SECOND FLOOR
UNIT A	A-1 .027097	.031612 A-2
UNIT B	B-1 .026645	.031161 B-2
BUILDING NO. 6	FIRST FLOOR	SECOND FLOOR
UNIT A	A-1 .023935	.028452 A-2
UNIT B	B-1 .025742	.030257 B-2
BUILDING NO. 7	FIRST FLOOR	SECOND FLOOR
UNIT A	A-1 .022580	.027097 A-2
UNIT B	B-1 .024838	.029355 B-2
BUILDING A		
Building A	A-1 .022580	

FILED

Amendment to Declaration

Vista del Lago

Document # 660927

Vol. 87 Records

Pages 501 thru 706

Dated: Feb. 13, 1973

SECOND AMENDMENT

TO

DECLARATION MADE PURSUANT TO THE

UNIT OWNERSHIP ACT OF WISCONSIN

FOR

VISTA DEL LAGO

35

THIS DECLARATION, made and entered into by Vista Del Lago, Inc., a Wisconsin Corporation (hereinafter referred to as "The Developer");

W I T N E S S E T H

WHEREAS, by Declaration pursuant to the Unit Ownership Act of the State of Wisconsin, recorded in the office of the Recorder of Deeds of Walworth County, Wisconsin, as Document No. 647911, (The "Declaration"), the Developer submitted certain real estate to the provisions of the Wisconsin Unit Ownership Act, (the "Act"), said being known as Vista Del Lago Condominium; and

WHEREAS, under "The Declaration", the right is reserved by the Developer to annex and add certain real estate to "The Parcel" and "Property" described in the Declaration and thereby add to the Vista Del Lago Condominium; and

WHEREAS, the Developer is the legal title holder of and wishes to so annex and add to the said "Parcel" and "Property" "additional real estate" (which, together with the real estate described in Exhibit "A" attached to the Declaration heretofore recorded, shall now and hereafter be known as "The Parcel") and thereby submit to the Act as a part of the Condominium Development, "the additional real estate" described in Exhibit "A" hereto attached and made a part hereof by reference; and

WHEREAS, an Amendment to the Declaration made pursuant to the Unit Ownership Act of Wisconsin was duly recorded in the office of the Recorder of Deeds of Walworth County, Wisconsin, as Document No. 660927, whereby "Additional Real Estate" was annexed to "The Parcel" and "Property" adding thereto Building Numbers 2, 3, 4, 5, 6, 7, and Unit A; and

WHEREAS, the "additional real estate" is now improved with five additional buildings which buildings are described as Building Numbers 8, 9, 10, 11 and 13 and collectively with Buildings Numbers 1, 2, 3, 4, 5,6 ,7, and Unit A, known and referred to as 865 South Shore Drive, Lake Geneva, Wisconsin.

NOW, THEREFORE, the Developer DECLARES as follows:

1. The "additional real estate" is hereby annexed to "The Parcel" and "Property" described

in Exhibit “A” attached to the Declaration and Amendment to said Declaration so that “The Parcel” shall hereafter consist of the real estate described in Exhibit “A” to the Declaration and Amendment to said Declaration and the “additional real estate” (all of which is collectively and legally described as set forth in Exhibit “A” attached hereto:

2. The legal description of the units as set forth in the Declaration and Amendment hereto is hereby amended and shall consist of Building Numbers 1, 2, 3, 4, 5, 6, 7 and Unit A, and 8, 9, 10, 11 and 13:

3. Exhibit "A" to the Declaration and Amendment is hereby amended and superseded in its entirety by Exhibit "A" attached hereto, and any reference in the Declaration to Exhibit "A" shall be determined to refer to Exhibit "A" as hereby amended:

4. Exhibit "B" attached to the Declaration is hereby amended and Exhibit "B" attached hereto consisting of pages A1 to A8 inclusive, Plan 71207-326 and pages A1 to A14 inclusive, Plan 71207-384, is hereby made part of and added to Exhibit "B" attached to the Declaration:

5. Exhibit "C" attached to the Declaration is hereby amended and superseded in its entirety by Exhibit "C" attached hereto and the respective percentage interest in common areas and facilities appurtenant is hereby reduced to the respective percentage set forth in Exhibit "C" as hereby amended:

6. All of the Unit Owners by Vista Del Lago, Inc. as attorneys in fact hereby consent to this amendment to the "Declaration", pursuant to the Power of Attorney set forth in Paragraph 22 of "The Declaration":

7. Except as expressly set forth herein, "The Declaration" shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the said Vista Del Lago, Inc. has caused this Amendment to the "Declaration" to be signed by its duly authorized officers on its behalf; all done at Chicago, Illinois on the 10 day of December, 1973.

VISTA DEL ALGO, INC.

BY: _____
President

IN THE PRESENCE OF:

_____

ATTEST:

_____

_____
Secretary, (Asst.)

EXHIBIT “C” (12-13-1973)

VISTA DEL ALGO CONDOMINIUMS

BUILDING NO. 1 FIRST FLOOR SECOND FLOOR

UNIT A	A1 .023272		A2 .024466
UNIT B	B1 .019777		B2 .020359
UNIT C	C1 .019777		C2 .020359
UNIT D	D1 .022398		D2 .022690
		.173098	
BUILDING NO. 2			(Beamedceilings with loft)
UNIT A	A1 .024175		A2 .025631
UNIT B	B1 .018932		B2 .021845
		.070583	
BUILDING NO. 3	FIRST FLOOR		SECOND FLOOR
UNIT A	A1 .018932		A2 .021845
UNIT B	B1 .018932		B2 .021845
		.081554	
BUILDING NO. 4			
UNIT A	A1 .018641		A2 .020971
UNIT B	B1 .017767		B2 .020680
		.078059	
BUILDING NO. 5			
UNIT A	A1 .018350		A2 .020389
UNIT B	B1 .017476		B2 .020097
		.076312	
BUILDING NO. 6			
UNIT A	A1 .015437		A2.019223
UNIT B	B1 .017476		B2 .019515
		.071651	
BUILDING NO. 7			
UNIT A	A1 .016311		A2 .017476
UNIT B	B1 .017476		B2 .019806
		.071069	
BUILDING A			
Unit A	A1 .017476		
		.017476	
BUILDING NO. 8			
UNIT A	A1 .017476		A2 .017039
UNIT B	B1 .018495		B2 .017913
		.070923	
BUILDING NO. 9			
UNIT A	A1 .016165		A2 .014272
UNIT B	B1 .015728		B2 .015146
		.061311	
BUILDING NO. 10			
UNIT A	A1 .016311		A2 .015728
UNIT B	B1 .016893		B2 .016020
		.064952	
BUILDING NO. 11			
UNIT A	A1 .014709		A2 .014418
UNIT B	B1 .016893		B2 .016602
		.062622	
BUILDING NO. 13			
UNIT A	A1 .019952		A2 .019952
UNIT B	B1 .020243		B2 .020243
		.080390	
		1.000000	

STATE OF WISCONSIN)

STATE OF WISCONSIN)
)
COUNTY OF WALWORTH)

The undersigned, owners and holders of certain mortgages dated August 11, 1971, March 1, 1972, April 19, 1972, August 9, 1972, February 22, 1973 and July 31, 1973, and recorded in

the office of the Recorder of Deeds of Walworth County, Wisconsin, on August 17, 1971, March 3, 1972, April 20, 1972, August 16, 1972, February 27, 1973, and July 31, 1973, respectively, made by Vista Del Lago, Inc., a Wisconsin corporation, does hereby consent and approve this Second Amendment to declaration made pursuant to the Unit Ownership Act of Wisconsin for Vista Del Lago.

First Federal Savings and Loan
Association of Racine

BY: _____
Thomas J. Sheehan
Executive Vice President

ATTEST:

BY: _____
Elinor J. Larson
Assistant Secretary

STATE OF WISCONSIN)
)
COUNTY OF WALWORTH)

On this the 12th day of December, 1973, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Thomas J. Sheehan, Executive Vice President and Elinor J. Larson, Assistant Secretary to me known to be the Executive Vice President and Assistant Secretary, who executed the following instrument to be the free and voluntary act and deed of said persons and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the seal of First Federal Savings and Loan Association of Racine.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
NOTARY PUBLIC Grace E. Miller
Expiration: June 27, 1976

Second Amendment to
Declaration:

Vista Del Lago

DOC. 673333
Pages 460 thru 639
Filed

THIRD AMENDMENT

TO

DECLARATION MADE PURSUANT TO THE

UNIT OWNERSHIP ACT OF WISCONSIN

FOR

VISTA DEL LAGO

THIS DECLARATION, made and entered into by Vista Del Lago, Inc., a Wisconsin Corporation (hereinafter referred to as "The Developer");

W I T N E S S E T H

WHEREAS, by Declaration pursuant to the Unit Ownership Act of the State of Wisconsin, recorded in the office of the Recorder of Deeds of Walworth County, Wisconsin, as Document No. 647911, (The "Declaration"), the Developer submitted certain real estate to the provisions of the Wisconsin Unit Ownership Act, (the "Act"), said being known as Vista Del Lago Condominium;

WHEREAS, under The "Declaration", the right is reserved by the Developer to annex and add certain real estate to "The Parcel" and "Property" described in the Declaration and thereby add to the Vista Del Lago Condominium and the Developer has not to this date annexed nor completed the construction on all of the intended real estate; and

WHEREAS, The "Declaration" provides under paragraph 12 (h) that the First Annual Meeting of the Association of Unit Owners shall be called by the Developer, upon ten (10) days written notice, not later than thirty (30) days after the date when the sales to purchasers by the Developer have been consummated with respect to all units which the Developer intends to construct on the Parcel, but in no event shall such meeting be called later than June 1, 1974… and

WHEREAS, pursuant to paragraph (27) of the "Declaration" the Developer has the right to change or modify any or all terms, restrictions and covenants contained in The "Declaration" before the election of the First Board; and

WHEREAS, the First Board has not been elected.

NOW, THEREFORE, the Developer DECLARES as follows:

1. The date set forth in paragraph 12 (h) be and the same is hereby amended and changed to September 2, 1974, in lieu of June 1, 1974;

2. Except as expressly set forth herein, "The Declaration" and the prior amendments shall remain in full force and effect in accordance with their terms.

IN WITNESS WHEREOF, the said Vista Del Lago, Inc. has caused this Amendment to the "Declaration" to be signed by its duly authorized officers on its behalf; all done at Chicago, Illinois on the 20 day of May, 1974.

VISTA DEL LAGO, INC.

BY:_____

ATTEST:

_____
Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Margaret J. Carlson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY That GARY VAN BROCK, President of VISTA DEL ALGO, INC. and JOHN ANDERSON, Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said JOHN ANDERSON did also then and there acknowledge that he as custodian of the corporate seal of said corporation did affix the said corporate sealofsaid corporation to said instrument as his own free and voluntary act, and as free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20 day of May, A.D., 1974

_____
Notary Public

FOURTH AMENDMENT

TO

DECLARATION MADE PURSUANT TO THE

UNIT OWNERSHIP ACT OF WISCONSIN

FOR

VISTA DEL LAGO

THIS DECLARATION, made and entered into by Vista Del Lago, Inc., a Wisconsin Corporation (hereinafter referred to as "The Developer");

W I T N E S S E T H

WHEREAS, by Declaration pursuant to the Unit Ownership Act of the State of Wisconsin, recorded in the office of the Recorder of Deeds of Walworth County, Wisconsin, as Document No. 647911, (The "Declaration"), the Developer submitted certain real estate to the provisions of the Wisconsin Unit Ownership Act, (the "Act"), same being known as Vista Del Lago Condominium;

WHEREAS, under The "Declaration", the right is reserved by the Developer to annex and add certain real estate to "The Parcel" and "Property" described in the Declaration and thereby add to the Vista Del Lago Condominium and the Developer has not to this date annexed nor completed the construction on all of the intended real estate; and

WHEREAS, The "Declaration" provides under paragraph 12 (h) that the First Annual Meeting of the Association of Unit Owners shall be called by the Developer, upon ten (10) days written notice, not later than thirty (30) days after the date when the sales to purchasers by the Developer have been consummated with respect to all units which the Developer intends to construct on the Parcel, but in no event shall such meeting be called later than June 1, 1974… and

WHEREAS, the date set forth in paragraph 12 (h) has previously been changed to September 2, 1974… and

WHEREAS, pursuant to paragraph (27) of the "Declaration" the Developer has the right to change or modify any or all terms, restrictions and covenants contained in the "Declaration" before the election of the First Board; and

WHEREAS, the First Board has not been elected.

NOW, THEREFORE, the Developer DECLARES as follows:

1. The date set forth in paragraph 12 (h) be and the same is hereby amended and changed to March 1, 1975, in lieu of September 2, 1974.

2. Except as expressly set forth herein, "The Declaration" and the prior amendments shall remain in full force and effect in accordance with their terms.

IN WITNESS WHEREOF, the said Vista Del Lago, Inc. has caused this Amendment to the "Declaration" to be signed by its duly authorized officers on its behalf; all done at Chicago, Illinois on the 22 day of August, 1974.

VISTA DEL LAGO, INC.

BY:_____
President

ATTEST:

_____
Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Emilia E. Shellstrom, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY That GARY VAN BROCK, President of VISTA DEL LAGO, INC. and JOHN ANDERSON, Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said JOHN ANDERSON did also then and there acknowledge that he as custodian of the corporate seal of said corporation did affix the said corporate seal of said corporation to said instrument as his own

free and voluntary act, and as free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of August, A.D., 1974

Notary Public

Commission Expires: July 15, 1975

FIFTH AMENDMENT

TO

DECLARATION MADE PURSUANT TO THE

UNIT OWNERSHIP ACT OF WISCONSIN

FOR

VISTA DEL LAGO

THIS DECLARATION, made and entered into by Vista Del Lago, Inc., a Wisconsin Corporation (hereinafter referred to as "The Developer");

W I T N E S S E T H

WHEREAS, by Declaration pursuant to the Unit Ownership Act of the State of Wisconsin, recorded in the office of the Recorder of Deeds of Walworth County, Wisconsin, as Document No. 647911, (The "Declaration"), the Developer submitted certain real estate to the provisions of the Wisconsin Unit Ownership Act, (the "Act"), same being known as Vista Del Lago Condominium;

WHEREAS, under The "Declaration", the right is reserved by the Developer to annex and add certain real estate to "The Parcel" and "Property" described in the Declaration and thereby add to Vista Del Lago Condominium and the Developer has not to this date annexed nor completed the construction on all of the intended real estate; and

WHEREAS, The "Declaration" provides under paragraph 12 (h) that the First Annual Meeting of the Association of Unit Owners shall be called by the Developer, upon ten (10) days written notice, not later than thirty (30) days after the date when the sales to purchasers by the Developer have been consummated with

respect to all units which the Developer intends to construct on the Parcel, but in no event shall such meeting be called later than June 1, 1974… and

WHEREAS, the date set forth in paragraph 12 (h) has previously been changed to March 1, 1975… and

WHEREAS, pursuant to paragraph (27) of the "Declaration" the Developer has the right to change or modify any or all terms, restrictions and covenants contained in the "Declaration" before the election of the First Board; and

WHEREAS, the First Board has not been elected.

NOW, THEREFORE, the Developer DECLARES as follows:

1. The date set forth in paragraph 12 (h) be and the same is hereby amended and changed to September 1, 1975, in lieu of March 1, 1975;

2. Except as expressly set forth herein, "The Declaration" and the prior amendments shall remain in full force and effect in accordance with their terms.

IN WITNESS WHEREOF, the said Vista Del Lago, Inc. has caused this Amendment to the "Declaration" to be signed by its duly authorized officers on its behalf; all done at Chicago, Illinois on the 3rd day of February, 1975.

VISTA DEL LAGO, INC.

BY:_____
President

ATTEST:

_____
Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY That GARY VAN BROCK, President of VISTA DEL ALGO, INC. and JOHN ANDERSON, Secretary thereof, personally known to me to be the same persons whose names are subscribed

to the foregoing instrument as such President and Secretary respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said JOHN ANDERSON did also then and there

acknowledge that he as custodian of the corporate seal of said corporation did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3rd day of February, A.D., 1975

_____
Notary Public

SIXTH AMENDMENT

TO

DECLARATION MADE PURSUANT TO THE

UNIT OWNERSHIP ACT OF WISCONSIN

FOR

VISTA DEL LAGO

THIS DECLARATION, made and entered into by Vista Del Lago, Inc., a Wisconsin Corporation (hereinafter referred to as "The Developer");

W I T N E S S E T H

WHEREAS, by Declaration pursuant to the Unit Ownership Act of the State of Wisconsin, recorded in the office of the Recorder of Deeds of Walworth County, Wisconsin, as Document No. 647911, (The "Declaration"), the Developer

submitted certain real estate to the provisions of the Wisconsin Unit Ownership Act, (The "Act"), same being known as Vista Del Lago Condominium;

WHEREAS, under The "Declaration", the right is reserved by the Developer to annex and add certain real estate to "The Parcel" and "Property" described in the Declaration and thereby add to the Vista Del Lago Condominium and the Developer has not to this date annexed nor completed the construction on all of the intended real estate; and

WHEREAS, The "Declaration" provides under paragraph 12 (h) that the First Annual Meeting of the Association of Unit Owners shall be called by the Developer, upon ten (10) days written notice, not later than thirty (30) days after the date when the sales to purchasers by the Developer have been consummated with respect to all units which the Developer intends to construct on the Parcel, but in no event shall such meeting be called later than June 1, 1974… and

WHEREAS, the date set forth in paragraph 12 (h) has previously been changed to September 1, 1975… and

WHEREAS, pursuant to paragraph (27) of the "Declaration" the Developer has the right to change or modify any or all terms, restrictions and covenants contained in The "Declaration" before the election of the First Board; and

WHEREAS, the First Board has not been elected.

NOW, THEREFORE, the Developer DECLARES as follows:

1. The date set forth in paragraph 12 (h) be and the same is hereby amended and changed to November 1, 1975, in lieu of September1, 1975;

2. Except as expressly set forth herein, "The Declaration" and the prior amendments shall remain in full force and effect in accordance with their terms.

IN WITNESS WHEREOF, the said Vista Del Lago, Inc. has caused this Amendment to the "Declaration" to be signed by its duly authorized officers on its behalf; all done at Chicago, Illinois on the 28th day of July, 1975.

VISTA DEL LAGO, INC.

BY:_____
President

ATTEST:

_____
Asst. Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Margaret J. Carlson, A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY That GARY VAN BROCK, President of VISTA DEL ALGO, INC. and JOSEPH DUBOISAssistant Secretary thereof, personally known to me to be the same persons whose names are subscribed

to the foregoing instrument as such President and Assistant Secretary respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said JOSEPH DUBOIS did also then and there acknowledge that he as custodian of the corporate seal did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28th day of July, A.D., 1975.

_____
Notary Public

SEVENTH AMENDMENT

TO

DECLARATION MADE PURSUANT TO THE

UNIT OWNERSHIP ACT OF WISCONSIN

FOR

VISTA DEL LAGO

THIS DECLARATION, made and entered into by Vista Del Lago, Inc., a Wisconsin Corporation (hereinafter referred to as “The Developer”);

W I T N E S S E T H

WHEREAS, by Declaration pursuant to the Unit Ownership Act of the State of Wisconsin, recorded in the office of the Recorder of Deeds of Walworth County, Wisconsin, as Document No. 647911, (The "Declaration"), the Developer submitted certain real estate to the provisions of the Wisconsin Unit Ownership Act, (the "Act"), said being known as Vista Del Lago Condominium; and

WHEREAS, under "The Declaration", the right is reserved by the Developer to annex and add certain real estate to "The Parcel" and "Property" described in the Declaration and thereby add to the Vista Del Lago Condominium; and

WHEREAS, the Developer is the legal title holder of and wishes to so annex and add to the said "Parcel" and "Property" "additional real estate" (which, together with the real estate described in Exhibit "A" attached to the Declaration heretofore recorded, shall now and hereafter be known as "The Parcel") and thereby submit to the Act as a part of the Condominium Development, "the additional real estate" described in Exhibit "A" hereto attached and made a part hereof by reference; and

WHEREAS, Amendments to the Declaration made pursuant to the Unit Ownership act of Wisconsin were duly recorded in the office of the Recorder of Deeds of Walworth County, Wisconsin, as Documents No. 660927 and 673333 whereby "Additional Real Estate" was annexed to "The Parcel" and "Property" adding thereto Building Numbers 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13 and Unit A; and

WHEREAS, the "additional real estate" is now improved with one additional building which building is described as Building Number 12 and collectively with Building Numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13 and Unit A, known and referred to as 865 South Shore Drive, Lake Geneva, Wisconsin.

NOW, THEREFORE, the Developer DECLARES as follows:

1. The "additional real estate" is hereby annexed to "The Parcel" and "Property" described in Exhibit "A" attached to the Declaration and Amendment to said Declaration so that "The Parcel" shall hereafter consist of the real estate described in Exhibit "A" to the Declaration and Amendment to said Declaration and the "additional real Estate" (all of which is collectively and legally described as set forth in Exhibit "A" attached hereto:

2. The legal description of the units as set forth in the Declaration and Amendment hereto is hereby amended and shall consist of:

Building No. 1 – Units A-1, A-2, B-1, B-2, C-1, C-2, D-1 and D-2.
Building No. 2 – Units A-1, A-2, B-1 and B-2.
Building No. 3 – Units A-1, A-2, B-1 and B-2.
Building No. 4 – Units A-1, A-2, B-1 and B-2.
Building No. 5 – Units A-1, A-2, B-1 and B-2.
Building No. 6 – Units A-1, A-2, B-1 and B-2.

Building No. 7 – Units A-1, A-2, B-1 and B-2.
Building No. 8 – Units A-1, A-2, B-1 and B-2.
Building No. 9 – Units A-1, A-2, B-1 and B-2.
Building No. 10 – Units A-1, A-2, B-1 and B-2.
Building No. 11 – Units A-1, A-2, B-1 and B-2.

Building No. 12 – Units A-1, A-2, B-1 and B-2.
Building No. 13 – Units A-1, A-2, B-1 and B-2.
Building No. A – A-1

3. Exhibit "A" to the Declaration and Amendment is hereby amended and superseded in its entirety by Exhibit "A" attached hereto, and any reference in the Declaration to Exhibit "A" shall be determined to refer to Exhibit "A" as hereby amended:

4. Exhibit "B" attached to the Declaration is hereby amended and Exhibit "B" attached hereto consisting of pages A1 to A8 inclusive, Plan 71207-326 and pages A1 to A14 inclusive, Plan 71207-384, is hereby made part of and added to Exhibit "B" attached to the Declaration:

5. Exhibit "C" attached to the Declaration is hereby amended and superseded in its entirety by Exhibit "C" attached hereto and the respective percentage interest in common areas and facilities appurtenant is hereby reduced to the respective percentage set forth in Exhibit "C" as hereby amended:

6. All of the Unit Owners by Vista Del Lago, Inc. as attorneys in fact hereby consent to this amendment to the "Declaration" pursuant to the Power of Attorney set forth in Paragraph 22 of "The Declaration":

7. Except as expressly set forth herein, "The Declaration" shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the said Vista Del Lago, Inc. has caused this Amendment to the "Declaration" to be signed by its duly authorized officers on its behalf;
on the 9 day of October, 1975.

VISTA DEL LAGO, INC.

BY: _____
President

IN THE PRESENCE OF: ATTEST:

_____ _____
Secretary

_____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this the 9 day of October, 1975, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gary Van Brock, President and John Anderson, Secretary, who executed the foregoing instrument to be the free and voluntary act and deed of said _persons_ and on

oath stated that they are authorized to execute the said instrument and that the seal affixed is the seal of Vista Del Lago Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
NOTARY PUBLIC
My Commission Expires: July 15, 1979

EXHIBIT "C" (10-10-1975)

VISTA DEL ALGO CONDOMINIUM

BUILDING NO. 1 FIRST FLOOR SECOND FLOOR

UNIT A	A1 .020775	A2 .021035
UNIT B	B1 .018175	B2 .018175
UNIT C	C1 .017395	C2 .018825
UNIT D	D1 .019995	D2 .019371
BUILDING NO. 2		
		(Beamed ceilings with/ loft)
UNIT A	A1 .021621	A2 .025610
UNIT B	B1 .016121	B2 .022360
BUILDING NO. 3	FIRST FLOOR	SECOND FLOOR
UNIT A	A1 .018331	A2 .021581
UNIT B	B1 .016381	B2 .019761
BUILDING NO. 4		
UNIT A	A1 .016220	A2 .021840
UNIT B	B1 .018721	B2 .020801
BUILDING NO. 5		
UNIT A	A1 .016558	A2 .020240
UNIT B	B1 .015406	B2 .020165
BUILDING NO. 6		
UNIT A	A1 .015081	A2 .018656
UNIT B	B1 .014301	B2 .018331
BUILDING NO. 7		
UNIT A	A1 .015101	A2 .019371
UNIT B	B1 .016094	B2 .017855
BUILDING NO. 8		
UNIT A	A1 .015081	A2 .015991
UNIT B	B1 .015601	B2 .017031
BUILDING NO. 9		
UNIT A	A1 .013911	A2 .014301
UNIT B	B1 .012344	B2 .014561
BUILDING NO. 10		
UNIT A	A1 .014478	A2 .014709
UNIT B	B1 .015081	B2 .015991
BUILDING NO. 11		
UNIT A	A1 .013443	A2 .016751
UNIT B	B1 .012992	B2 .016121
BUILDING NO. 12		
UNIT A	A1 .017291	A2 .018071
UNIT B	B1 .016381	B2 .017551
BUILDING NO. 13		
UNIT A	A1 .018323	A2 .018620
UNIT B	B1 .019371	B2 .020151
BUILDING A		
Building A	A1 .015601	

EIGHTH AMENDMENT

TO

DECLARATION MADE PURSUANT TO THE

UNIT OWNERSHIP ACT OF WISCONSIN

FOR

VISTA DEL LAGO

THIS DECLARATION, made and entered into by Vista Del Lago, Inc., a Wisconsin Corporation (hereinafter referred to as "The Developer"):

W I T N E S S E T H

WHEREAS, by Declaration pursuant to the Unit Ownership Act of the State of Wisconsin, recorded in the office of the Recorder of Deeds of Walworth County, Wisconsin, as Document No. 647911, (The "Declaration"), the Developer submitted certain real estate to the provisions of the Wisconsin Unit Ownership Act, (the "Act"), said being known as Vista Del Lago Condominium;

WHEREAS, the Developer shall be desirous of making certain changes or modifications to the "Declaration" in accordance with suggestions and recommendations made by the Homeowners' Advisory Committee acting in behalf of the unit owners; and

WHEREAS, pursuant to paragraph (27) of the "Declaration" the Developer has the right to change or modify any or all terms, restrictions and covenants contained in the "Declaration" before the election of the First Board; and

WHEREAS, the First Board has not been elected.

NOW, THEREFORE, the Developer DECLARES as follows:

1. Paragraph 11 (m) shall be and is hereby amended to change the second sentence to read: "if said fund is insufficient, the Board shall levy a special assessment against each unit owner in an equal and uniform assessment, which assessment shall become a lien upon each unit, which lien may be foreclosed in like manner as a lien for unpaid common expenses as provided in the Unit Ownership Act."

2. Paragraph 12 (b) the number of persons who shall be elected to the Board of Directors is hereby amended and changed to six in lieu of five.

3. Paragraph 12 (c) is hereby amended and changed to read as follows: "at the first annual meeting of the unit owners, the unit owners shall, by a vote of a majority of the unit owners present at such meeting or represented by their written proxies elect three members to the Board for a term of one year, and three members to the Board for a term of two years. At each annual meeting after the first meeting of the unit owners, the unit owners shall, by a vote of a majority of the unit owners present at such meeting or represented by their written proxies, elect three members to the Board for the forthcoming period of two years. Members of the Board shall serve without compensation for their respective terms and until their successors are elected. No Director shall succeed himself for a consecutive term in office.

Vacancies in the Board shall be filled by the unanimous vote of the members of the Board. A majority of the members of the Board shall constitute a quorum. The Board shall act by the vote of the majority of those members

present at a meeting of the Board when a quorum is present. The Chairman shall only vote to break a tie vote."

4. Paragraph 12 (g) (ii), the first paragraph is hereby amended to add: "Premiums for all insurance may be paid by levying a special assessment against each unit owner in the ratio that his percentage of ownership is set forth on Exhibit "C" bears to the total of all such percentages."

5. Paragraph 12 (h) is hereby amended to change the date of the annual meeting from the first Monday in June, to the first Saturday in November in each year.

6. Paragraph 12 (n) is hereby amended to change the method of assessment to the unit owners on common expenses and special assessments to an equal and uniform assessment on all common expenses except premiums for insurance. It is the intent of this change to have all the unit owners assessed an equal and uniform assessment for common expenses, and special assessments, except that assessment for insurance premiums shall remain assessed on a percentage basis in accordance with the percentage interest outlined in Exhibit "C" as amended from time to time.

The Developer shall not be obligated to pay any common expenses until a unit is sold, occupied, and completed. If a unit is not sold, but has been recorded into the Declaration and construction completed, the Developer shall then be obligated to pay one half the common expense for a period not to exceed six months from date of recording and completion. After said six month period, the full assessment shall be due and payable.

In addition to the "annual budget" the Board shall estimate a budget of common expenses related to Building No. 1. Said budget for Building No. 1 shall be assessed to the unit owners of Building No. 1 according to each unit owner's percentage of ownership in the common areas and facilities as set forth on Exhibit "C" as originally recorded. Said assessments shall be paid and collectable in the same manner as the assessments for common expenses pertaining to the "annual budget".

All other provisions of this paragraph shall remain in force and effect.

7. Paragraph 12 (o) is hereby amended to change the last sentence to read as follows: "…use and account of all the unit owners in equal and uniform amounts."

8. Paragraph 12 (s) is hereby amended to add the following: "The Board may impose a 'Fine' in an amount determined by the Board against any unit owner to enforce any of the rules, regulations, or provisions of The Declaration. Said 'Fine', if not paid in 30 days, may be collected in the same manner as unpaid common expenses."

9. Except as expressly set forth herein, "The Declaration" and the prior amendments shall remain in full force and effect in accordance with their terms.

IN WITNESS WHEREOF, the said Vista Del Lago, Inc. has caused this Amendment to the "Declaration" to be signed by its duly authorized officers on its behalf; all done at Chicago, Illinois on the 28th day of October, 1975.

VISTA DEL LAGO, INC.

BY: _____
President

ATTEST:

_____
Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Beverly Ann Wood, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GARY VAN BROCK, President of VISTA DEL LAGO, INC. and JOHN ANDERSON, Secretary thereof, personally known to me to be the same persons whose names are subscribed to the forgoing instrument as such President and Secretary respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said JOHN ANDERSON did also then and there acknowledge that he as custodian of the corporate seal of said corporation did affix the said corporation seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28th day of October A.D., 1975

_____
Notary Public

Commission Expires:

NINTH AMENDMENT

TO

DECLARATION MADE PURSUANT TO THE

UNIT OWNERSHIP ACT OF WISCONSIN

FOR

VISTA DEL LAGO

THIS DECLARATION, made and entered into by Vista Del Lago, Inc., a Wisconsin Corporation (hereinafter referred to as "The Developer");

W I T N E S S E T H

WHEREAS, by Declaration pursuant to the Unit Ownership Act of the State of Wisconsin, recorded in the office of the Recorder of Deeds of Walworth County, Wisconsin, as Document No. 647911, (The "Declaration"), the Developer submitted certain real estate to the provisions of the Wisconsin Unit Ownership Act, (the "Act"), said being known as Vista Del Lago Condominium; and

WHEREAS, under "The Declaration", the right is reserved by the Developer to annex and add certain real estate to "The Parcel" and "Property" described in the Declaration and thereby add to the Vista Del Lago Condominium; and

WHEREAS, the Developer is the legal title holder of and wishes to so annex and add to the said "Parcel and "Property" "additional real estate" (which, together with the real estate described in Exhibit "A" attached to the Declaration heretofore recorded, shall now and hereafter be known as "The Parcel") and thereby submit to the Act as a part of the Condominium Development, "the additional real estate" described in Exhibit "A" hereto attached and made a part hereof by reference; and

WHEREAS, Amendments to the Declaration made pursuant to the Unit Ownership Act of Wisconsin were duly recorded in the office of the Recorder of Deeds of Walworth County, Wisconsin, as Documents No. 660927 and 673333, and 697577, whereby "Additional Real Estate" was annexed to "The Parcel" and "Property" adding thereto Building Numbers 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and Unit A; and

WHEREAS, the "additional real estate" is now improved with five additional units which are described as Unit 14-A, Unit 14-B, Unit 14-C, Unit 14-D, and Unit 14-E and

collectively with Building Numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and Unit A, known and referred to as 865 South Shore Drive, Lake Geneva, Wisconsin; and

WHEREAS, the "Boat Docking Area" is now improved with additional spaces;

NOW, THEREFORE, the Developer DECLARES as follows:

1. The "additional real estate" is hereby annexed to "The Parcel" and "Property" described in Exhibit "A" attached to the Declaration and Amendment to said Declaration so that "The Parcel" shall hereafter consist of the real estate described in Exhibit "A" to the Declaration and Amendment to said Declaration and the "additional real estate" all ofwhich is collectively and legally described as set forth in Exhibit "A" attached hereto.The designated boat docking area as a limited common area and facility of a Unit as of this date is shown on Exhibit "E" which is attached hereto.

2. The legal description of the units as set forth in the Declaration and Amendment hereto is hereby amended and shall consist of:

Building No. 1 – Units A-1, A-2, B-1, B-2, C-1, C-2, D-1 and D-2.
Building No. 2 – Units A-1, A-2, B-1 and B-2.
Building No. 3 – Units A-1, A-2, B-1 and B-2.
Building No. 4 – Units A-1, A-2, B-1 and B-2.
Building No. 5 – Units A-1, A-2, B-1 and B-2.
Building No. 6 – Units A-1, A-2, B-1 and B-2.
Building No. 7 – Units A-1, A-2, B-1 and B-2.
Building No. 8 – Units A-1, A-2, B-1 and B-2.
Building No. 9 – Units A-1, A-2, B-1 and B-2.
Building No. 10 – Units A-1, A-2, B-1 and B-2.
Building No. 11 – Units A-1, A-2, B-1 and B-2.
Building No. 12 – Units A-1, A-2, B-1 and B-2.
Building No. 13 – Units A-1, A-2, B-1 and B-2.
Building No. 14 – Units 14-A, 14-B, 14-C, 14-D, and 14-E.
Building No. A – A-1

3. Exhibit "A" to the Declaration and Amendment is hereby amended and superseded in its entirety by Exhibit "A" attached hereto, and any reference in the Declaration to Exhibit "A" shall be determined to refer to Exhibit "A" as hereby amended:

4. Exhibit "B" attached to the Declaration is hereby amended and Exhibit "B" attached hereto consisting of sheets 1 to 5, and M-1, inclusive, Project 7500, dated 5/30/75, and revised 7/18/75, drawn by George T. Jankovsky, architect, is hereby made part of and added to Exhibit "B" attached to the Declaration:

5. Exhibit "C" attached to the Declaration is hereby amended and superseded in its entirety by Exhibit "C" attached hereto and the respective percentage interest in common areas and facilities appurtenant is hereby modified to the respective percentage set forth in Exhibit "C" as hereby amended:

6. All of the Unit Owners by Vista Del Lago, Inc. as attorneys in fact hereby consent to this amendment to the "Declaration" pursuant to the Power of Attorney set forth in Paragraph 22 of "The Declaration":

7. Except as expressly set forth herein, "The Declaration" shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the said Vista Del Lago, Inc. has caused this Amendment to the "Declaration" to be signed by its duly authorized officers on its behalf;
on the 15 day of September, 1976.

VISTA DEL LAGO, INC

BY: _____
Vice President

IN THE PRESENCE OF:

ATTEST:

_____

_____
Assistant Secretary

_____

VISTA DEL LAGO CONDOMINIUM
AMENDED (9th AMEND.)
EXHIBIT "C"

10-21-1976

BUILDING AND UNIT NUMBERS	PERCENT OF OWNERSHIP
1-A-1	.020422
1-A-2	.021023
1-B-1	.017355
1-B-2	.017866
1-C-1	.017355
1-C-2	.017866
1-D-1	.019655
1-D-2	.020422
2-A-1	.019246
2-A-2	.021725
2-B-1	.016614
2-B-2	.019170
3-A-1	.016358
3-A-2	.018914
3-B-1	.016102
3-B-2	.018658
4-A-1	.015847
4-A-2	.018403
4-B-1	.015591
4-B-2	.018147
5-A-1	.015336
5-A-2	.017892
5-B-1	.015080
5-B-2	.017636
6-A-1	.014313
6-A-2	.016869
6-B-1	.014288
6-B-2	.017201
7-A-1	.014058
7-A-2	.016614
7-B-1	.014390
7-B-2	.016869
8-A-1	.014569
8-A-2	.015080
8-B-1	.014569
8-B-2	.015080
9-A-1	.013164

9-A-2	.013546
9-B-1	.012679
9-B-2	.013292
10-A-1	.013546
10-A-2	.014058
10-B-1	.013291
10-B-2	.013802

11-A-1	.013802
11-A-2	.014441
11-B-1	.013546
11-B-2	.014185
12-A-1	.016741
12-A-2	.017253
12-B-1	.016230
12-B-2	.016741
13-A-1	.017253
13-A-2	.017764
13-B-1	.016997
13-B-2	.017508
14-A	.013802
14-B	.013546
14-C	.013546
14-D	.013546
14-E	.013802
A-A-1	.015336
	1.00000

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this the 15 day of September, 1976, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Vincent Barcelona, Vice President& Joseph W. DuBois, Asst. Secretary, who executed the foregoing instrument to be the free and voluntary act and deed of said persons and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the seal of Vista Del Lago Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
NOTARY PUBLIC
My Commission Expires: May 27, 1980

TENTH AMENDMENT

TO

DECLARATION MADE PURSUANT TO THE

UNIT OWNERSHIP ACT OF WISCONSIN

FOR

VISTA DEL LAGO CONDOMINIUM

THIS DECLARATION, made and entered into by Vista Del Lago Homeowners Association, Inc., a Wisconsin Corporation (hereinafter referred to as "The Developer");

W I T N E S S E T H

WHEREAS, By Declaration pursuant to the Unit Ownership Act of the State of Wisconsin, recorded in the office of the Recorder of Deeds of Walworth County, Wisconsin, as Document No. 647911, (The "Declaration"), the Developer submitted certain real estate to the provisions of the Wisconsin Unit Ownership Act, (the "Act"), said being known as Vista Del Lago Condominium; and

WHEREAS, The property known as Vista Del Lago Condominium shall have the street address of 1070 South Lake Shore Drive, Lake Geneva, Wisconsin 53147 and a pier number of 861. The office of the Association and the Board of Directors of the Association (the "Board of Directors" or the "Board") shall be located at 1070 South Lake Shore Drive, Lake Geneva, Wisconsin 53147; and

WHEREAS, Assessments for the payment of common expenses and for the creation of reserves for the payment of future common expenses, as well as special assessments payable by all unit owners shall be levied against the unit owners in proportion to their percentage interests in the common elements. To the

extent inconsistent with this Paragraph, Paragraphs numbered 1 and 6 of the Eighth Amendment to the Declaration which was recorded in the Office of the Register of Deeds for Walworth County on October 29, 1975 in Volume 146 at pages 346-348, inclusive, as Document No. 698241 are repealed; and

WHEREAS, Paragraph 8 shall be amended to read as follows: The person to receive service of process shall be attorney John Maier, Sweet, Maier & Coletti, S.C., 114 N. Church Street, Elkhorn, WI 53121, or such other person as may from time to time be designated by the Board by vote of a majority of the members thereof as evidenced by a document signed by all the members thereof and recorded in the office of the Register of Deeds, Walworth County, Wisconsin; and

WHEREAS, Paragraph 11 shall be amended to read as follows: A certificate executed and acknowledged by a majority of the Board stating that the provisions of this Paragraph 11 as herein set forth have been met by a unit owner or duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the unit owners in favor of all persons who rely therein in good faith, and such certificate shall be furnished to any unit owner who has in fact complied with the provisions of this paragraph and whose unit or interest therein has not been acquired as in this paragraph provided, upon request at a reasonable fee not to exceed Thirty Five Dollars ($35.00); and

WHEREAS, Paragraph 12c shall be amended to read as follows: At the first annual meeting of the unit owners, the unit owners shall, by a vote of a majority of the unit owners present at such meeting or represented by their written proxies elect three members to the Board for a term of one year, and three members to the Board for a term of two years. At each annual meeting after the first meeting of the unit owners, the unit owners shall, by a vote of the majority of the unit owners present at such meeting or represented by their written proxies, elect three members to the Board for the forthcoming period of two years. Members of the Board shall serve without compensation for their respective terms and until their successors are elected. No Director shall succeed himself for a consecutive term in office. Vacancies in the Board shall be filled by the unanimous vote of the members of the Board. A majority of the members of the Board shall constitute a quorum. The Board shall act by the vote of the majority of those members present at a meeting of the Board when a quorum is present. The Chairman shall only vote to break a tie vote. A member of the board of administration or a committee may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum. When any of the board or committee members meet by telephone conference, those board or committee members attending by telephone conference may be counted toward obtaining a quorum and may vote by telephone. A telephone speaker must be used so that the conversation of those board or committee members attending by telephone may be heard by the board or committee members attending in person as well as by any unit owners present at a meeting. Board members may attend board meetings by telephone or other electronic means and shall be considered present or the purposes of constituting a quorum, making or seconding motions and

voting. No more than one board member shall attend a particular board meeting by telephone or other electronic means; and each board member is limited to three (3) board meetings by telephone or other electronic means per 12 month period.

WHEREAS, Paragraph 12h shall be amended to read as follows: The first annual meeting of the association of unit owners shall be called by the Developer, upon ten (10) days written notice, not later than thirty (30) days after the date when the sales to purchasers by the Developer have been consummated with respect to all units which the Developer intends to construct on the Parcel (as that term is hereinafter defined), but in no event shall such meeting be called later than June 1, 1974. Thereafter, an annual meeting of the association of unit owners shall be held on the third Saturday in July in each year for the purpose of electing members of the Board and such other business as may come before the meeting. There will be two annual meetings in 2011 one in February to as well as the new annual meeting time in July. The July meeting will need a vote to extend the term of all then current board members by five months (stub period) allowing for the new July annual meeting on a go forward basis. Special meetings of the association of unit owners may be called, for any reasonable purpose, either by the President, or not less than 33 1/3 percent of the unit owners, the notice for which shall specify the matters to be considered at such special meeting. The Board may with the approval of 66 2/3% of the Homeowners set a date for the Annual Meeting. Such date may be changed in any year going forth with the 66 2/3rds percent Homeowner vote approval; and

WHEREAS, Paragraph 12m shall be amended to read as follows: 'The treasurer shall keep all financial records and books of account. All expenses, charges and costs of the maintenance, repair or replacement of the common areas and facilities, and any other expenses, charges or costs which the Board may incur or expend pursuant hereto, shall be approved by the Board, and a written voucher thereof signed by the treasurer. The Board may not authorize, or pay for, structural alterations, capital additions to, or capital improvements on, the common areas or facilities which require an expenditure of more than four percent (4%) of the previous year's budget without the prior written consent of sixty-six and two thirds percent (66 2/3%) of the unit owners. Notwithstanding the foregoing, the Board may authorize expenditures for the purpose of replacing, repairing, restoring, renovating, or rehabilitating existing facilities located upon or under the common areas without specific approval of the unit owners. The treasurer shall be responsible for submitting a proposed budget for the Condominium to the Board in accordance with Paragraph 12n of this Declaration. In addition to projecting the upcoming year's budgetary expenses, the treasurer shall estimate necessary maintenance for the common areas for future years and the budget shall include additions to the Maintenance Reserve Fund equal to or greater than the Consumer Price Index for the funding of such maintenance. Unless sixty-six and two-thirds percent (66 2/3%) of the unit owners consent in writing to a lesser balance, the Board shall maintain a minimum balance of twenty-five thousand dollars ($25,000.00) in the Maintenance Reserve Fund. In the event that the balance of the Maintenance Reserve Fund is not greater than, or equal to, the required, or authorized minimum balance on December 31 of any calendar year, the Board is authorized and directed to levy such special assessments as are necessary to replenish the Maintenance Reserve Fund to the minimum required balance by December 31 of the succeeding calendar year; and

WHEREAS, Paragraph 12q shall be amended to read as follows: If a unit owner is in default in the monthly payment of the aforesaid charges or assessments for

thirty (30) days, the Board may assess a service charge of the greater of 1 ½% or $20.00 of the balance of the aforesaid charges and assessments in default for thirty (30) days for each month, or part thereof, that said balance, or any part thereof, remains unpaid. In addition to any remedies or liens provided by law, if a unit owner is in default in the monthly payment of the aforesaid

charges or assessment for thirty (30) days, the Board may bring suit for and on behalf of itself and as representative of all unit owners, to enforce collection thereof or to foreclose the lien hereinafter provided; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorney fees to be fixed by the Court. No owner may waive or otherwise escape liability for the assessments provided for herein by non-user of the common areas and facilities or limited common areas and facilities or abandonment of his or her unit. The unpaid common expenses assessed to a unit owner shall constitute a lien against the unit of such unit owner and against such unit owner's interest in the property, as provided in the Act; and

WHEREAS, Paragraph 12s shall be amended to read as follows: The Board may, from time to time, adopt or amend such administrative rules and regulations governing the operation, maintenance, beautification and use of the common areas and facilities, the limited common areas and facilities, and the units, not inconsistent with the terms of this Declaration, as it sees fit, and the unit owners shall conform to, and abide by, such rules and regulations. Written notice of such rules and regulations shall be given to all unit owners and occupants. A violation of such rules or regulations shall be deemed a violation of the terms of this Declaration. The unit owners may nullify a rule adopted by the Board by vote at a meeting of the Association by unit owners holding fifty-one percent (51%) of all votes in the Association, or by a written consent signed by the same percentage of unit owners; and

WHEREAS, Paragraph 13c shall be amended to read as follows: There shall be no obstruction of the common areas and facilities nor shall anything be stored in the common areas and facilities without prior consent of the Board except as herein expressly provided. Each unit owner shall be obligated to maintain and keep his own unit, its windows and doors (including door to common hallway), and the patio or balcony (balcony includes horizontal decking, railings, and drink rails) which is a limited common area reserved for the use of his unit in good, clean order and repair; and

Except as expressly set forth herein, "The Declaration" shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the said Vista Del Lago, Inc. has caused this Amendment to the "Declaration" to be signed by its duly authorized officers on its behalf; on the _29_ day of December, 2011.

VISTA DEL LAGO
HOMEOWNERS ASSOCIATION, INC

BY: _____
President

ATTEST:

_____

Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, Heather Bond a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that SANDRA EICH, President of Vista Del Lago Homeowners Assn. and THOMAS MICHAEL FITCH, Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said SANDRA EICH did also then and there acknowledge that she is custodian of the corporate seal of said corporation did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and seal this 29 th day of December, A.D., 2011.

_____
Notary Public

Vista del Lago Homeowners Association

700 Veterans Parkway, Suite 204, Lake Geneva, WI 53147 262-249-1922
www.vistadellago.org

VISTA DEL LAGO: VIEW OF THE LAKE

Our condominium association is unique! We have a direct, beautiful view of Geneva Lake unobstructed all the way to Fontana. We are located in a quiet, controlled environment within walking distance to the center of town but without hustle and bustle. We do not have transient traffic through our property. Our security measures are constantly being assessed to protect our residents. There is no other condo group so situated. Our grounds are splendid in design and maintenance. The common areas are treated with respect; our recreation building with entertainment facilities have been updated with fine furnishings; and our indoor swimming pool is unequaled in comparable associations.

Our grounds, tennis courts, recreation areas and lakefront facilities are well planned and kept in fine condition. The cost of pier maintenance is covered in our regular assessments. Many lakeshore condos have a waiting period for boat slips – with high yearly costs and no guarantee as to the length of the agreement. If you own a unit in Vista del Lago, you own a boat slip.

There are no mortgages or other financial encumbrances on our common areas. The physical aspects of our buildings and grounds are continuously inspected and corrected when necessary.

The Board of Directors of the Vista del Lago Homeowners Association, Inc. (Vista) has adopted a series of Rules and Regulations that are based on the Condominium Declaration and related documents. Each owner should possess a copy of the Condominium Documents. In case of loss, please contact Lakes Property Management for a replacement, or you may find a copy on the Vista web page under the Homeowner section. The purpose of these rules is to accommodate 62 families to live together in a safe and harmonious environment. We all share the common elements, grounds and recreation facilities at Vista. We must respect the facilities and everyone's personal rights. ***The foundation on which these rules and regulations are based is the mutual consideration and respect of other Homeowners, the common property and everyone's personal rights.*** Our goal is to ensure Vista del Lago is a top quality residential community in which we can all take pride.

Property Management of Vista Del Lago is provided by Lakes Property Management, LLC at the address below:

Lakes Property Management, LLC
700 Veterans Parkway, Suite 204
Lake Geneva, WI 53147
Phone: 262-249-1922
After Hours Phone: (800) 619-8608
Fax: 262-348-9887
Email: ryan@lakespropertymgt.com
Web Site: www.lakespropertymgt.com