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SIXTH AMENDMENT TO DECLARATION

EAGLES LANDING AT LAC LA BELLE CONDOMINIUM

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Name and Return Address:
Lydia J. Chartre, Esq.
Husch Blackwell LLP
511 North Broadway,
Suite 1100
Milwaukee, WI 53202

(See Exhibit B for Parcel Numbers)

Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE

SIXTH AMENDMENT TO DECLARATION

OF

EAGLES LANDING AT LAC LA BELLE CONDOMINIUM

The Declaration of Condominium for Eagles Landing at Lac La Belle Condominium, the affected real property being described on Exhibit A attached hereto, recorded in the Declaration, recorded in the office of the Register of Deeds for Waukesha County on June 30, 2017 as Document No. 4285741 ("Original Declaration") and an amendment thereto entitled First Amendment to Declaration of Condominium of Eagles Landing at Lac La Belle Condominium was recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on December 6, 2017 as Document No. 4314438 (the "First Amendment"), an amendment thereto entitled Second Amendment to Declaration of Condominium of Eagles Landing at Lac La Belle Condominium was recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on December 29, 2017 as Document No. 4318115 (the "Second Amendment"), an amendment thereto entitled Third Amendment to Declaration of Condominium of Eagles Landing at Lac La Belle Condominium was recorded in the office of the Register of Deeds for Waukesha County, Wisconsin as Document No. 4332768 on April 6, 2018 (the "Third Amendment") an amendment thereto entitled Fourth Amendment to Declaration of Condominium of Eagles Landing at Lac La Belle Condominium was recorded in the office of the Register of Deeds for Waukesha County, Wisconsin as Document No. 4337733 on May 7, 2018 (the "Fourth Amendment") and a Fifth Amendment to Declaration of Condominium of Eagles Landing at Lac La Belle was recorded in the office of the Register of Deeds for Waukesha County, Wisconsin as Document No. 4341474 on May 29, 2018 (the "Fifth Amendment") (as amended, the "Declaration");

WHEREAS, the Eagles Landing at Lac La Belle Condominium Association, Inc. (the "Association"), pursuant to the rights reserved in Article 10 of the Declaration, desires to amend the Declaration.

NOW THEREFORE, the Association does hereby amend the Declaration as follows:

Article 9 is hereby amended by deleting the strikeout language and adding the underlined language to read as follows:

ARTICLE 9. INSURANCE

~~9.1 Association Insurance. The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Elements, special form or all-risk casualty insurance coverage on the Common Elements, and such other policies or coverage as the Board deems necessary or advisable.~~

~~9.2 Coverage of Association Insurance. The casualty insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "replacement cost" endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction, location and use.~~

~~Commercial general liability coverage shall be in such amounts as the Board determines annually, but not less than $2,000,000 per occurrence.~~

~~9.3 Proceeds. Association Insurance proceeds for casualty loss shall be for the benefit of the Association, Owners of damaged Units and their Mortgagees as their interests appear in order to finance reconstruction of damaged Common Elements. Liability coverage and other insurance proceeds shall be applied as the Association directs.~~

~~9.4 Cost. All premiums for Association Insurance, any deductibles under Association Insurance, any exclusions or uninsured losses, and other insurance obtained by the Association shall be a Common Expense, except that any increase in the rating or premium charged for any such insurance caused by the character or use of a Unit shall be allocated solely to its Owner. The Board shall cause its insurer to designate such portions of premiums in order to facilitate this allocation, or the Board may make a reasonable estimate of such allocation.~~

~~9.5 Waiver of Subrogation. The Association and each Owner acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.~~

~~9.6 Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might: (1) result in termination of any such policies; (2) adversely affect the right of recovery thereunder; (3) result in reputable insurance companies refusing to provide such insurance; (4) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, provided that, in the case of such increase, Owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance or with respect to any policy of insurance carried by any Owner shall be increased over the rate charged for the lowest rated Unit, (a) by the size, design or composition of the Unit, (b) by reason of anything done or kept in a Unit, or (c) the failure of any Owner or Occupant to comply with Association Insurance requirements or (d) the failure of any Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner shall reimburse the Association for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular Unit and its Owner.~~

~~9.7 Exclusions From Coverage. Association Insurance coverage shall exclude coverage on the Unit itself and any personal property located within or pertaining to the exclusive use of a Unit and may exclude liability coverage on an Owner, its guests, invitees, employees or any other Occupants of such Unit, arising out of any occurrences within a Unit or relating to an Owner's personal property. It is the sole responsibility of each Owner to obtain such insurance coverages which are excluded from Association Insurance.~~

~~9.8 Insurance Regarding Commercial. Unit The Owner of each Commercial Unit is individually responsible for obtaining and maintaining (i) fire, casualty and extended coverage insurance on all personal property within the Owner's Commercial Unit and on all improvements and betterments to such Commercial Unit not reflected in the original architectural design, plans and specifications for such Commercial Unit; and (ii) personal public liability insurance in adequate amounts covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Owner's Commercial Un.it and the interests appurtenant thereto. The insurance coverages referred to in this paragraph shall be in the name of the Owner of the applicable Commercial Unit, and the premiums therefore shall be such Owner's individual responsibility and expense. Each Commercial Unit Owner shall provide to the Association upon request a certificate evidencing the insurance coverages to be maintained by such Owner pursuant to this paragraph. The Board shall have the right to maintain the insurance set forth in this paragraph as part of its overall coverage and include said premium in the annual assessment to the Commercial Unit Owners.~~

~~9.9 Other Insurance Obtained by Unit Owners. Maintenance of insurance by the Association does not relieve nor prohibit Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or with regard to risks not insured by the Association.~~

9.1. Property Damage Insurance. The Board of Directors of the Association shall obtain, to the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightening, windstorm, hail, snow storm and other risks normally included within risk of loss extended coverage, including vandalism and malicious mischief, insuring all Common Elements, Limited Common Elements, Units and Unit upgrades or betterments, together with all service machinery appurtenant thereto, as well as all personal property belonging to the association, but excluding any Unit Owner personal property, in an amount equal to the full replacement value, with code upgrades, without deduction for depreciation. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more unit owners, or the Association, or their agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The Board of Directors shall obtain a third-party insurance appraisal, to be updated at least every 5 years, to determine the full replacement value of the Property insured.

9.2. Additional Insurance. In addition to the insurance required above, the Board shall obtain, to the extent available in the normal commercial marketplace, with the costs thereof to be borne as a Common Expense:

(a) Worker's compensation insurance;

(b) Liability insurance providing coverage in an amount not less than two million dollars ($2,000,000) per occurrence for injury, including death, and property damage covering the Association, the Board of Directors, officers, and all agents and

employees of the Association, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Property;

(c) Directors and Officers Insurance covering the officers, directors, property managers and volunteers;

(d) Fidelity insurance covering officers, directors, property managers, employees, and other persons who handle or are responsible for handling Association funds. Such insurance shall be in an amount at least equal to no less than three (3) months' operating expenses plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation; and

In addition to the insurance required above, the Board of Directors may obtain such other insurance, including cyber or automobile insurance, as it deems necessary.

9.3. Insurance Deductible. In the event of any insured loss on the Association's master insurance policy, the Association's deductible shall be the responsibility of the person or entity (including the Association) who would be responsible for such damage under the Condominium Documents, in the absence of insurance. If the cause of loss originates within a Unit, the Unit Owner is responsible for the damage costs up to the Association's master insurance policy deductible. If the cause of the loss originates in more than one Unit or a Unit and the Common Elements, the responsibility for paying the Association's deductible shall be equitably apportioned by the Board in its sole discretion among the Unit(s) and/or Common Elements where the loss originated.

9.4. Unit Owner Insurance. The Unit Owners shall be responsible for and shall obtain insurance coverage for:

(a) The personal property within the Unit;

(b) Coverage A with special perils coverage added, which changes the perils covered from "named perils" to "all risks unless excluded", which insurance should also cover Building/Additions and Alterations/Improvements and Betterments in an amount of at least the Association's master policy deductible(s);

(c) Loss assessment coverage, at a minimum limit of the maximum amount that the insurer will cover of the Association's master policy deductible(s);

(d) Special perils contents coverage; and

(e) Sewer backup and sump pump failure coverage.

9.5. Cost. All premiums for Association Insurance, any deductibles under Association Insurance, any exclusions or uninsured losses, and other insurance obtained by the Association shall be a Common Expense, except that any increase in the rating or premium charged for any such insurance caused by the character or use of a Unit shall be allocated solely to its Owner. The Board shall cause its insurer to designate such portions of premiums in order to facilitate this allocation, or the Board may make a reasonable estimate of such allocation.

9.6. Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might: (1) result in termination of any such policies; (2) adversely affect the right of recovery thereunder; (3) result in reputable insurance companies refusing to provide such insurance; (4) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, provided that, in the case of such increase, Owner responsible for such increase shall pay the same. If the rate of premium payable with respect -to the Association Insurance or with respect to any policy of insurance carried by any Owner shall be increased over the rate charged for the lowest-rated Unit, (a) by the size, design or composition of the Unit, (b) by reason of anything done or kept in a Unit, or (c) the failure of any Owner or Occupant to comply with Association Insurance requirements or (d) the failure of any Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner shall reimburse the Association for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular Unit and its Owner.

9.7. Insurance Regarding Commercial Unit. The Owner of each Commercial Unit is individually responsible for obtaining and maintaining (i) the insurance coverages listed in Section 9.4 above; and (ii) personal public liability insurance in adequate amounts covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Owner's Commercial Unit and the interests appurtenant thereto. The insurance coverages referred to in this paragraph shall be in the name of the Owner of the applicable Commercial Unit, and the premiums therefore shall be such Owner's individual responsibility and expense. Each Commercial Unit Owner shall provide to the Association upon request a certificate evidencing the insurance coverages to be maintained by such Owner pursuant to this paragraph. The Board shall have the right to maintain the insurance set forth in this paragraph as part of its overall coverage and include said premium in the annual assessment to the Commercial Unit Owners.

This Sixth Amendment to the Declaration complies with the requirements of the Declaration at Article 10, and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of Unit Owners with not less than seventy percent (70%) of the Unit Owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units as required by the Act.

Dated this 21st day of December, 2022.

EAGLES LANDING AT LAC LA BELLE CONDOMINIUM ASSOCIATION, INC.

By: _____, President

David Hill [print name]

STATE OF WISCONSIN)
) ss
Waukesha COUNTY)

On this 21 day of December, 2022, before me came David Hill known to be the individual and officer described in, and who executed the above conveyance, and acknowledged that (s)he executed the same on behalf of Eagle's Landing at Lac La Belle Condominium Association, Inc., for the uses and purposes therein set forth.

MELISSA SCHWIND NOTARY PUBLIC STATE OF WISCONSIN

_____
Notary Public, Waukesha County,
State of Wisconsin
My Commission: 12/13/2026

EXHIBIT A

Legal Description

Units LL1, LL2, LL3, LL4, 101, 102, 103, 104, 201, 202, 203, 204, 301, 302, 303, 304, 401, 402, 403, 404, 501, 502 and 503 in the Eagles Landing at Lac La Belle Condominium(s) created by a "Declaration of Condominium" recorded on June 30, 2017, in the Office of the Register of Deeds for Waukesha County, Wisconsin, as Document No. 4285741, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the City of Oconomowoc, Waukesha County, Wisconsin.

EXHIBIT B

Tax Key Numbers

Tax Key	Street Address
0563099005	128 W. Wisconsin Avenue, Unit LL1
0563099006	128 W. Wisconsin Avenue, Unit LL2
0563099007	128 W. Wisconsin Avenue, Unit LL3
0563099008	128 W. Wisconsin Avenue, Unit LL4
0563099009	128 W. Wisconsin Avenue, Unit 101
0563099010	128 W. Wisconsin Avenue, Unit 102
0563099011	126 W. Wisconsin Avenue, Unit 103
0563099012	130 W. Wisconsin Avenue, Unit 104
0563099013	128 W. Wisconsin Avenue, Unit 201
0563099014	128 W. Wisconsin Avenue, Unit 202
0563099015	128 W. Wisconsin Avenue, Unit 203
0563099016	128 W. Wisconsin Avenue, Unit 204
0563099017	128 W. Wisconsin Avenue, Unit 301
0563099018	128 W. Wisconsin Avenue, Unit 302
0563099019	128 W. Wisconsin Avenue, Unit 303
0563099020	128 W. Wisconsin Avenue, Unit 304
0563099021	128 W. Wisconsin Avenue, Unit 401
0563099022	128 W. Wisconsin Avenue, Unit 402
0563099023	128 W. Wisconsin Avenue, Unit 403
0563099024	128 W. Wisconsin Avenue, Unit 404
0563099025	128 W. Wisconsin Avenue, Unit 501
0563099026	128 W. Wisconsin Avenue, Unit 502
0563099027	128 W. Wisconsin Avenue, Unit 503