EAGLES LANDING AT LAC LA BELLE CONDOMINIUM CHECKLIST OF DOCUMENTS FOR OFFER

1. **WB-14 Residential Condominium Offer to Purchase** _____

2. **Addendum EL to WB-14 Residential Condominium Offer to Purchase** _____

3. **Earnest Money Check from Buyer** _____

4. **Statutory Coversheet to Disclosure Materials** _____

5. **All Disclosure Materials Tab 1-Tab 11** _____
   All Materials as follows:
   Tab 1: Executive Summary
   Tab 2: Declaration and all amendments
   Tab 3: Articles of Incorporation
   Tab 4: Bylaws
   Tab 5: Annual Operating Budget (Estimated)
   Tab 6: Management or Employment Contracts
   Tab 7: Leases
   Tab 8: Expansion Plans
   Tab 9: Conversion Statement
   Tab 10: Floor Plan and Map(s).
   Tab 11: Rules and Regulations

Please initial confirming receipt of the documents contained on this checklist. By signing below, you acknowledge that you have received each of the above referenced documents relating to Eagles Landing at Lac La Belle Condominium.

Signed: _____ Signed: _____

Print Name: _____ Print Name: _____

EAGLES LANDING AT
LAC LA BELLE CONDOMINIUM

CONDOMINIUM DOCUMENTS

rev 4/2/2018
1 17 2018

DISCLOSURE MATERIALS

FOR

EAGLES LANDING AT LAC LA BELLE CONDOMINIUM

Declarant:

Ten Point Properties, Inc.

W330 N6233 Hasslinger Drive
Nashotah, Wisconsin 53058

Buyer Acknowledgement

_____	_____
Buyer Signature	Buyer Signature
_____	_____
Date	Date

DISCLOSURE MATERIALS

EAGLES LANDING AT LAC LA BELLE CONDOMINIUM

These Disclosure Materials are for Eagles Landing at Lac La Belle Condominium, located at 128 West Wisconsin Avenue City of Oconomowoc, Waukesha County, Wisconsin. The Declarant is Ten Point Properties, Inc. The business address of the Declarant is W330 N6233 Hasslinger Drive, Nashotah, Wisconsin. The agent of the Declarant is Mark Neumann his address is W330 N6233 Hasslinger Drive, Nashotah, Wisconsin.

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU HAVE 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS TO CANCEL IN WRITING THE CONTRACT OF SALE OR, IF THE SELLER DELIVERS A COVER SHEET AND INDEX, TO DELIVER A WRITTEN REQUEST FOR ANY MISSING DOCUMENTS. SEE THE INDEX, IF ANY, FOLLOWING THIS INFORMATION TO DETERMINE IF DOCUMENTS ARE MISSING. IF YOU TIMELY DELIVER A WRITTEN REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. YOU HAVE NO FURTHER RIGHT TO CANCEL THE CONTRACT OF SALE BASED ON THE DOCUMENTS UNLESS THE DOCUMENTS ARE MATERIALLY CHANGED.

Dated: June 30, 2017

DISCLOSURE MATERIALS

EAGLES LANDING AT LAC LA BELLE CONDOMINIUM

INDEX

The disclosure materials the Declarant is required by law to provide to each prospective condominium unit purchaser, contains the following documents and exhibits:

EXECUTIVE SUMMARY. The executive summary highlights for a buyer of a condominium unit essential information regarding the condominium. The executive summary begins on the next page. ..... **Tab 1**

DECLARATION. The Declaration establishes and describes the Condominium, the Units and the common areas. The Declaration is available at ..... **Tab 2**

ARTICLES OF INCORPORATION. The operation of a Condominium is governed by the Eagles Landing at Lac La Belle Condominium Association, Inc. ("Association"), of which each Unit Owner is a Member. Powers, duties, and operation of an Association are specified in its Articles of Incorporation. The Articles of Incorporation are available at ..... **Tab 3**

BYLAWS. The Bylaws contain rules which govern the Condominium and affect the rights and responsibilities of Unit Owners. The Bylaws are available at..... **Tab 4**

ANNUAL OPERATING BUDGET. The Association incurs expenses for the operation of the Condominium which are assessed to the Unit Owners. The Operating Budget is an estimate of those charges which are in addition to mortgage and utility payments. The Operating Budget is available at..... **Tab 5**

MANAGEMENT OR EMPLOYMENT CONTRACTS. There are no contracts with individual or private firms for services provided to the Condominium . ..... **Tab 6**

LEASES. Units in this condominium are sold subject to one or more leases of property or facilities. These leases are available at ..... **Tab 7**

EXPANSION PLANS. The Declarant has not reserved the right to expand the Condominium in the future..... **Tab 8**

CONVERSION STATEMENTS. The Declarant declares that the Condominium is not a conversion condominium. ..... **Tab 9**

FLOOR PLAN AND MAP. The Declarant has provided a floor plan of the Units being offered for sale and a map of the Condominium which shows the location of the Unit you are considering and all facilities and common areas which are a part of the Condominium. ..... **Tab 10**

RULES AND REGULATIONS. Certain Rules of the Condominium are available at ..... **Tab 11**

Tab 1

EXECUTIVE SUMMARY

Pursuant to 703.33(1)(h) of the Wisconsin Condominium Act, the following identifies where within the Disclosure Materials certain information is located.

a. Condominium Identification. The name of the Condominium is Eagles Landing at Lac La Belle Condominium, as set forth in Article 1 of the Declaration.

b. Expansion Plans. The Condominium is not an expandable condominium.

c. Governance. As set forth in Section 1 of the Articles of Incorporation, the name of the condominium association for the Condominium is Eagles Landing at Lac La Belle Condominium Association, Inc. (the "Association") and, until the control of the Association is conveyed pursuant to and as more particularly set forth within Section 4.3 of the Declaration, the address of the Association shall be W330 N6233 Hasslinger Drive, Nashotah, Wisconsin. The Association is self-managed and, prior to the change of control as set forth in Section 4.3 of the Declaration, Mark Neumann at Ten Point Properties, Inc., W330 N6233 Hasslinger Drive, Nashotah, Wisconsin 53058 may be contacted regarding general condominium questions. Mark Neumann's phone number is 262-966-1001.

d. Special Amenities. The Condominium will include a common fitness center which would be supported by assessments on Unit owners. The Association may also offer one to three (1-3) boats for use by Unit owners the cost of which would be supported by assessments on Unit owners. See Article 5 of the Declaration for more information regarding assessments.

e. Maintenance and Repair of Units. A description of an Owner's responsibilities for the repair and maintenance of the Unit can be found in Section 6.1 of the Declaration.

f. Maintenance, Repair and Replacement of the Common Elements. The identity of the person responsible for the maintenance, repair, and replacement of Common Elements and Limited Common Elements and whether repairs or replacements will be funded from Unit Owner assessments, reserve funds, or both, can be found in Articles 5 and 6 of the Declaration and Article 7 of the By-Laws.

g. Rental of Units. Whether Unit Owners may rent their Units and any restrictions on rentals can be found in Section 7.2 and Section 7.3 of the Declaration.

h. Unit Alterations. A description of any rules, restrictions, or procedures governing a Unit Owner's authority to alter the Unit or use or enclose Limited Common Elements can be found in Articles 6 and 7 of the Declaration and Section 2.5 of the Declaration and Article 8 of the By-Laws.

i. Parking. A description of the availability, restrictions, and costs of parking can be found in Section 7.7 and Section 2.7 of the Declaration.

j. Pets. A description of rules relating to Unit Owners' pets can be found in Section 8.3 of the By-Laws and Section 7.15 of the Declaration.

k. Reserves. The Association shall maintain reserves for repairs and replacements of common elements beyond routine maintenance but such reserve account shall not be a statutory reserve account under 703.163 of the Wisconsin Condominium Act. See Article 5 of the Declaration.

l. Fees on New Units. A description of any provisions exempting the Declarant or modifying the Declarant's obligation to pay assessments on the Declarant's unsold Units during the period of the Declarant's control, and any other provisions in the Declaration, By-Laws, or budget addressing the levying and payment of assessments on Units during the period of the Declarant's control, can be found in Article 5 of the Declaration.

m. Amendments. An indication that a Unit purchaser's rights and responsibilities may be altered by an amendment of the Declaration or By-Laws, and a description of the amendment process and requirements, can be found in Article 10 of the Declaration and Article 9 of the By-Laws.

This Executive Summary is dated as of June 30, 2017.

Tab 2

Electronically Recorded
4341474
WAUKESHA COUNTY, WI
REGISTER OF DEEDS
James R Behrend
Recorded On:05/29/2018 2:19:22 PM
Total Fee: $30.00 Page(s): 12
Transfer Tax: $0.00

The above recording informationverifies that this document has been electronically recorded and returned to the submitter.

FIFTH AMENDMENT TO THE DECLARATION OF EAGLES LANDING AT LAC LA BELLE CONDOMINIUM

This FIFTH AMENDMENT TO THE DECLARATION OF EAGLES LANDING AT LAC LA BELLE CONDOMINIUM (the "Fifth Amendment") is made this 25th day of May, 2018 by Eagles Landing at Lac La Belle Condominium Association, Inc.

WHEREAS, the Declaration of Eagles Landing at Lac La Belle Condominium was recorded in the Waukesha County, Wisconsin Register of Deeds Office on June 30, 2017 as Document Number 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 Number 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 Number 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 Number 4332768 on April 6, 2018 (the "Third Amendment") and 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 Number 4337733 on May 7, 2018 (the "Fourth Amendment") (the Original Declaration as modified by the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment are the "Declaration");

Tax Parcel Identification Numbers on **Exhibit A.**

RETURN TO:
Edward J. Lawton, Esq.
Axley Brynelson, LLP
N20 W22961 Watertown Road
Waukesha, WI 53186

WHEREAS the Declaration created the Units and Condominium described on Exhibit A attached hereto and incorporated herein which affects the property described on Exhibit A-1 attached hereto and incorporated herein;

WHEREAS, Ten Point Properties, Inc. ("Ten Point"), Neumann (defined below), and Eagles Landing13 LLC (defined below) desire that the Declaration be amended as provided herein;

WHEREAS, in order for an amendment to the Declaration to take effect, Section 10.1 of the Declaration requires that at least Seventy percent (70%) of the Interests (as defined in the Declaration) and all first mortgagees of such Units (if any) consent in writing to the proposed amendment;

WHEREAS, the Association has received and obtained all consents and approvals required by Article 10 of the Declaration and the Wisconsin Statutes for this Fifth Amendment to take effect;

WHEREAS, Ten Point owns fourteen (14) Units, Mark W. Neumann and Sue A. Neumann (collectively "Neumann") own one (1) Unit, and the Eagles Landing13 LLC ("Eagles Landing13") owns five (5) Units; and

WHEREAS, together Ten Point, Neumann, and Eagles Landing13 constitute owners of twenty (20) Units and more than eighty-six percent (86%) of the Interests in the Condominium and none of these twenty (20) Units or any other Unit is encumbered by a mortgage.

NOW, THEREFORE, it is hereby agreed and declared as follows:

1. Terms and Recitals. All capitalized terms used in this Fifth Amendment shall have the meaning assigned in the Declaration unless otherwise defined herein. The above recitals are hereby incorporated herein. All consents and approvals required for this Fifth Amendment were obtained.

2. Restaurant Limited Common Elements. The Declaration is hereby amended by adding the Exhibit 1 attached hereto and incorporated herein as a new Exhibit 1 to the Declaration. Section 7.18 of the Declaration which was added to the Declaration by the Fourth Amendment is hereby amended and restated as follows:

"7.18 Limited Common Elements for Restaurant Unit.

(a) The area marked on the Plat as "Unit 103 Trash Room" is a Limited Common Element of, and appurtenant to, the Restaurant Unit. The room marked on the Lakefront Level page of the Plat as "Maint." is a Limited Common Element of, and appurtenant to, the Restaurant Unit.

(b) Subject to the below, the Storage Room is a Limited Common Element of the Restaurant Unit and is appurtenant to the Restaurant Unit. The Building Components in the Storage Room, and the areas in which they are located and the portions of the Storage Room or Building to which they are attached or located, are not Limited Common Elements and will be and remain General Common Elements. The Association and Declarant and any agent or contractor of the Association or Declarant will have the right to enter the Storage Room from time to time as necessary or advisable to access and perform maintenance, replacement, inspections, and repairs to the Building Components located in the Storage Room. The Owner of the Restaurant Unit and each of it successors and assigns is hereby deemed to consent to such rights of access. The Association and Declarant will not install additional building Components in the Storage Room after final completion of the construction of the Building, except for maintenance, replacement, and repairs to the Building Components located in the Storage Room that were installed prior to final completion of the construction of the Building.

(c) "Restaurant Unit" means Unit 103 as designated on the Plat.

(d) "Storage Room" means the area within the Building shown as the cross-hatched area on the attached Exhibit 1 (which cross-hatched area is an area next to the Restaurant Unit and is located at Grade Level).

(e) "Building Components" means components of Building systems installed or located in the Storage Room including without limitation electrical; plumbing; security; drainage; and heating, ventilation, and air conditioning system components."

3. Exhibit 2. The area marked on the Plat as "Unit 103 Trash Room" and the room marked on the Plat as "Maint.", which are referred to in Section 7.18 which is added to the Declaration as provided above, are each shown as labeled on the attached Exhibit 2 which is incorporated herein and which is a page from the existing Plat.

4. No Other Changes. Except as specifically set forth herein, the Declaration shall remain unchanged and in full force and effect.

5. Owner Signatures. Neumann and Eagles Landing13 each sign below in their respective individual capacities to approve and consent to this Fifth Amendment as to any Unit owned by any of them. Ten Point signs below in its capacity as the Declarant and as an owner of Units (including the Commercial Units) and consents to and approves of this Fifth Amendment.

6. Counterparts. This Fifth Amendment may be executed in any number of counterparts with all counterparts together forming but a single instrument. Copies of signatures on this Fifth Amendment will have the same force and effect as original signatures.

[Signature Page Follows Next]

IN WITNESS WHEREOF, this Fifth Amendment has been made and executed as of the date first written above.

EAGLES LANDING AT LAC LA BELLE
CONDOMINIUM ASSOCIATION, INC.,
a Wisconsin non-stock corporation

By: _____
Mark W. Neumann, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 25 day of May, 2018, Mark W. Neumann, to me known to be the President of the Eagles Landing at Lac La Belle Condominium Association, Inc., a Wisconsin non stock corporation, and to be the person who executed this instrument and acknowledged the same.

_____
Print Name: Kelly O'Donnell
Notary Public, State of Wisconsin
My commission: 12-10-21

KELLY O'DONNELL NOTARY PUBLIC STATE OF WISCONSIN

TEN POINT PROPERTIES, INC.,
a Wisconsin corporation

By: _____
Mark W. Neumann, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 25 day of May, 2018, Mark W. Neumann, to me known to be the President of Ten Point Properties, Inc., a Wisconsin corporation, and to be the person who executed this instrument and acknowledged the same.

_____
Print Name: Kelly O'Donnell
Notary Public, State of Wisconsin
My commission: 6-10-21

KELLY O'DONNELL NOTARY PUBLIC STATE OF WISCONSIN

EAGLES LANDING13:

Eagles Landing13 LLC

By _____
Mark G. Sellers, Sole Owner

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 25th day of May, 2018, Mark G. Sellers to me known to be the sole owner of Eagles Landing13 LLC and to be the persons who executed this instrument and acknowledged the same.

_____
Print Name: Kelly O'Donnell
Notary Public, State of Wisconsin
My commission: 6-10-21

KELLY O'DONNELL NOTARY PUBLIC STATE OF WISCONSIN

MARK W. NEUMANN:

Mark W. Neumann

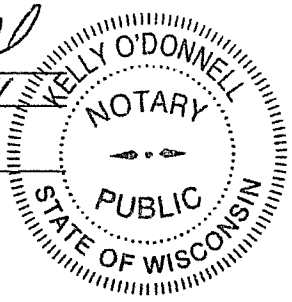
SUE A. NEUMANN:

Sue A. Neumann

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 25 day of May, 2018, Mark W. Neumann and Sue A. Neumann, to me known to be the persons who executed this instrument and acknowledged the same.

Print Name: Kelly O'Donnell
Notary Public, State of Wisconsin
My commission: 6-10-21



This Instrument Drafted By:
Attorney Edward J. Lawton
Axley Brynelson, LLP
N20 W22961 Watertown Road
Waukesha, WI 53186
(262) 409-2278

Exhibit A

Legal Description and Parcel Numbers

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 created by the Declaration of Eagles Landing at Lac La Belle Condominium, executed June 22, 2017 and recorded on June 30, 2017, in the office of the Register of Deeds for Waukesha County, Wisconsin as Document Number 4285741 as amended by the First Amendment to Declaration of Condominium of Eagles Landing at Lac La Belle Condominium recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on December 6, 2017 as Document Number 4314438.

Tax Parcel ID Numbers:
OCOC0563111
OCOC0563112001
OCOC0563113

EXHIBIT A-1

Additional Legal Description

Lot 1 of Certified Survey Map 11569, recorded as document number 4281749 in the Waukesha County Register of Deeds on June 9, 2017, being a part of the Northwest ¼ of the Southwest ¼ of Section 33, Town 8 North, Range 17 East in the City of Oconomowoc, Waukesha County, Wisconsin.

Exhibit 1

1st ADDENDUM TO CONDOMINIUM PLAT
OF
EAGLES LANDING AT LAC LA BELLE

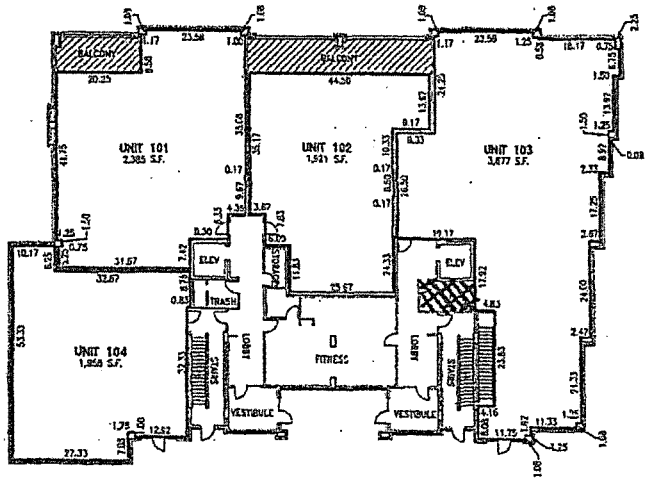
2132

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN

BUILDING PLAN DETAIL SHEET
SCALE: 1" = 20'

NOTE:
- BUILDINGS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION PER PLANS PROVIDED BY AS ARCHITECTURE AND NOT MEASURED AS-BUILT. THIS DOES NOT REPRESENT POSSIBLE CHANGES REQUESTED BY OWNER OR BUILDER.
- ALL ROOM SIZES, DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO CONSTRUCTION TOLERANCES AND VARIATIONS.

GRADE LEVEL



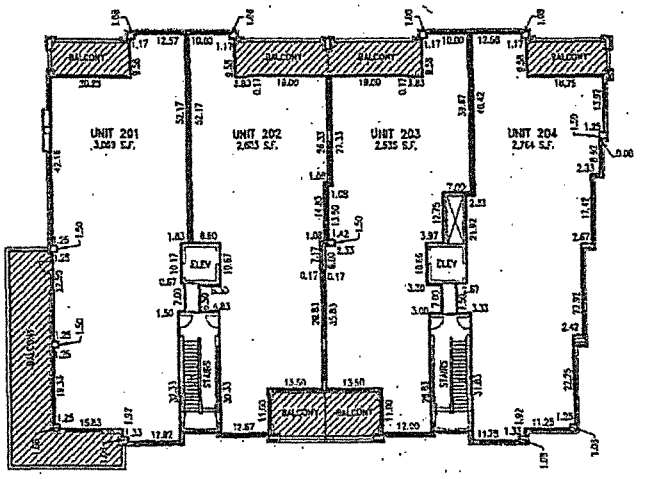
INDICATES LIMITED COMMON ELEMENTS

WISCONSIN
ANDREW J. WIAZDA
S-2826
EAST TROY, WI
LAND SURVEYOR
11-22-17

TRIO

22660 W. North Avenue
Building "D"
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

SECOND LEVEL



THIS INSTRUMENT WAS DRAFTED BY ANDREW J. WIAZDA, P.L.S. (S-2826) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 11/22/17

Exhibit 2

[see attached]

1st ADDENDUM TO CONDOMINIUM PLAT
OF
EAGLES LANDING AT LAC LA BELLE
CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN

2131

NOTE:
- BUILDINGS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION PER PLANS PROVIDED BY AC ARCHITECTURE AND NOT MEASURED AS-BUILT. THIS DOES NOT REPRESENT POSSIBLE CHANGES REQUESTED BY OWNER OR BUILDER.
- ALL ROOM SIZES, DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO CONSTRUCTION TOLERANCES AND VARIATIONS.

BUILDING PLAN DETAIL SHEET
SCALE: 1" = 20'

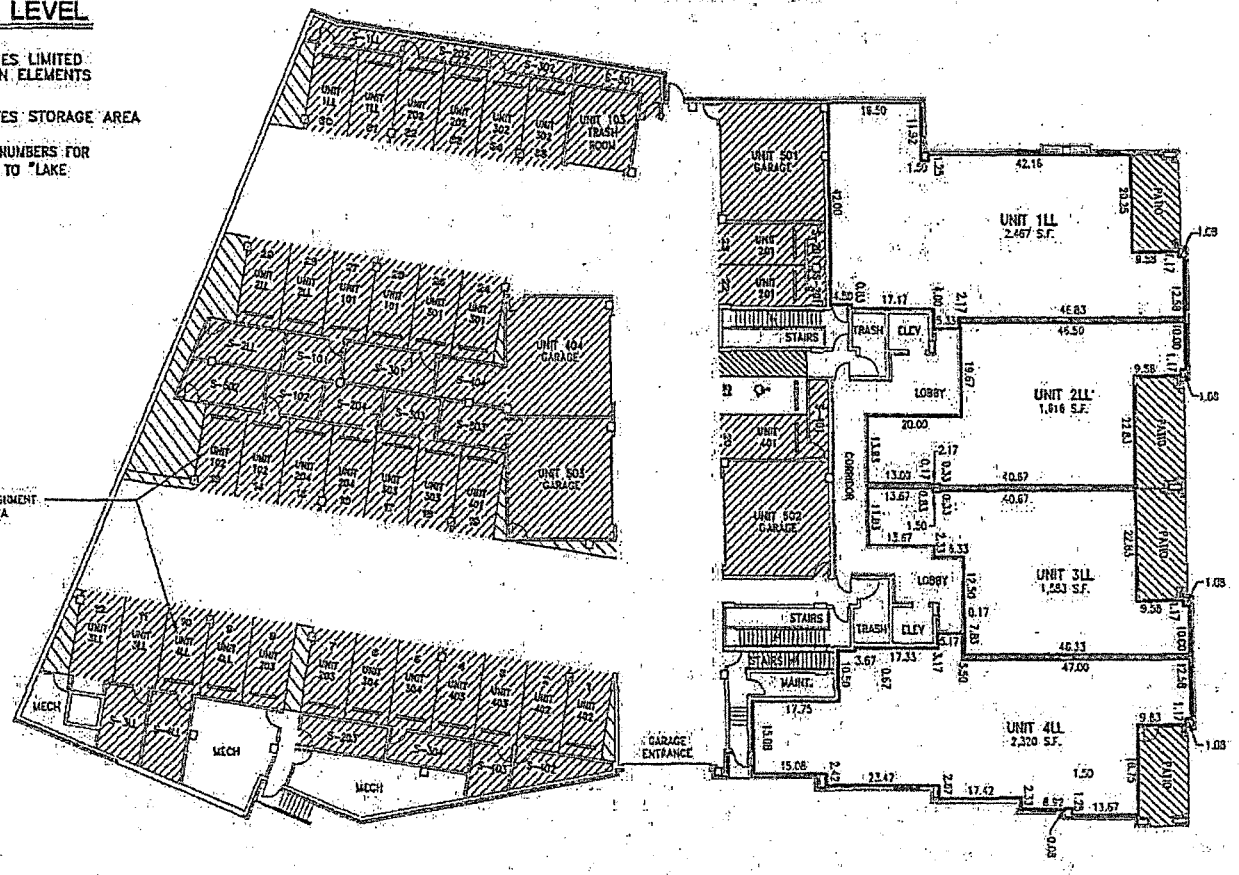
LAKEFRONT LEVEL

INDICATES LIMITED COMMON ELEMENTS

(S-000) INDICATES STORAGE AREA

"LL" IN THE UNIT NUMBERS FOR THIS FLOOR REFER TO "LAKE LEVEL"

UNIT REFERENCES ARE FOR ASSIGNMENT OF THE PARKING SPACE LCE TO A PARTICULAR UNIT



WISCONSIN
ANDREW J. MIAZGA
S-2826
EAST TROY, WI
LAND SURVEYOR
11-22-17

TRIO

12660 W. North Avenue
Building "D"
Brookfield, WI 53005
Phone (262) 754-1650
Fax (262) 754-1653

THIS INSTRUMENT WAS DRAFTED BY ANDREW J. MIAZGA, P.L.S. (S-2826) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 11/22/17

Electronically Recorded
4337733
WAUKESHA COUNTY, WI
REGISTER OF DEEDS
James R Behrend
Recorded On:05/07/2018 10:11:26 AM
Total Fee: $30.00 Page(s): 9
Transfer Tax: $0.00

The above recording informationverifies that this document has been electronically recorded and returned to the submitter.

FOURTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF EAGLES LANDING AT LAC LA BELLE CONDOMINIUM

This Fourth Amendment to the Declaration of Eagles Landing at Lac La Belle Condominium (the "**Fourth Amendment**") is made this 2 day of May, 2018 by Eagles Landing at Lac La Belle Condominium Association, Inc.

WHEREAS, the Declaration of Eagles Landing at Lac La Belle Condominium was recorded in the Waukesha County, Wisconsin Register of Deeds Office on June 30, 2017 as Document Number 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 Number 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 Number 4318115 (the "**Second Amendment**"), and 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 Number 4332768 on April 6, 2018 (the "**Third Amendment**") (the Original Declaration as modified by the First Amendment, Second Amendment, and Third Amendment is the "**Declaration**");

WHEREAS the Declaration created the Units and Condominium described on **Exhibit A** attached hereto and incorporated herein which affects the property described on **Exhibit A-1** attached hereto and incorporated herein;

WHEREAS, Ten Point Properties, Inc. ("**Ten Point**"), Neumann (defined below), and Albright (defined below) desire that the Declaration be amended as provided herein;

WHEREAS, in order for an amendment to the Declaration to take effect, Section 10.1 of the Declaration requires that at least Seventy percent (70%) of the Interests (as defined in the Declaration) and all first mortgagees of such Units (if any) consent in writing to the proposed amendment;

Tax Parcel Identification Numbers on **Exhibit A.**

RETURN TO:
Edward J. Lawton, Esq.
Axley Brynelson, LLP
N20 W22961 Watertown Road
Waukesha, WI 53186

WHEREAS, the Association has received and obtained all consents and approvals required by Article 10 of the Declaration and the Wisconsin Statutes for this Fourth Amendment to take effect;

WHEREAS, Ten Point owns fourteen (14) Units, Mark W. Neumann and Sue A. Neumann (collectively **"Neumann"**) own one (1) Unit, and the William N. and Joyce A. Albright Revocable Trust dated May 16, 2012 (**"Albright"**) owns two (2) Units; and

WHEREAS, together Ten Point, Neumann, and Albright constitute owners of seventeen (17) Units and more than seventy-three percent (73%) of the Interests in the Condominium and none of these seventeen (17) Units or any other Unit is encumbered by a mortgage.

NOW, THEREFORE, it is hereby agreed and declared as follows:

1. Terms and Recitals. All capitalized terms used in this Fourth Amendment shall have the meaning assigned in the Declaration unless otherwise defined herein. The above recitals are hereby incorporated herein.

2. Restaurant Limited Common Elements. A new Section 7.18 is added to the Declaration immediately after Section 7.17 of the Declaration which new Section 7.18 is as follows:

> "7.18 Limited Common Elements for Restaurant Unit. The area marked on the Plat as "Unit 103 Trash Room" is a Limited Common Element of, and appurtenant to, the Restaurant Unit. The room marked on the Lakefront Level page of the Plat as "Maint." is a Limited Common Element of, and appurtenant to, the Restaurant Unit. "Restaurant Unit" means Unit 103 as designated on the Plat."

3. Restaurant Roof Access. A new Section 7.19 is added to the Declaration immediately after Section 7.18 of the Declaration which new Section 7.19 is as follows:

> "7.19 Roof Access for Restaurant. Despite anything in this Declaration to the contrary, (a) the Owner and/or any tenant of the Restaurant Unit and any agent or contractor of any such Owner or tenant will have pedestrian access to the roof, and the right to use the roof, of the Building through the west staircase of the Building on a twenty-four (24) hours per day seven (7) days per week basis for purposes of installing, maintaining, and repairing heating, cooling, and ventilation equipment on the roof of the Building; and (b) the Owner and/or any tenant of the Restaurant Unit will have the right to install, repair, and maintain heating, cooling, and ventilation equipment on the roof of the Building at their sole cost and expense. Any heating, cooling, and ventilation equipment installed under this paragraph will remain the sole property of the Owner or tenant who installs such equipment. Any such heating, cooling, and/or ventilation equipment will be of a type and weight that can be reasonably supported by the Building. The phrase "first floor of the Building" as used in Section 7.3(c) of the Declaration means the "Grade Level" as used in the Plat."

4. Legion Space. A new Section 2.9 is added to the Declaration immediately after Section 2.8 which new Section 2.9 is as follows:

> "2.9 Legion Unit. A restaurant may not be operated within the Legion Unit by any Owner or tenant other than the American Legion. Occasional banquet or reception use of the Legion Unit by outside caterers or groups during the time the Unit is owned or leased by the American Legion is permitted despite the foregoing. "Legion Unit" means Unit 104 as designated on the Plat. "American Legion" means the Edwin L. Jones Post No. 91 of the American Legion, Department of Wisconsin or another American Legion post or successor or similar organization."

5. No Other Changes. Except as specifically set forth herein, the Declaration shall remain unchanged and in full force and effect.

6. Owner Signatures. Neumann and Albright each sign below in their respective individual capacities to approve and consent to this Fourth Amendment as to any Unit owned by any of them. Ten Point signs below in its capacity as the Declarant and as an owner of Units (including the Commercial Units) and consents to and approves of this Fourth Amendment.

7. Counterparts. This Fourth Amendment may be executed in any number of counterparts with all counterparts together forming but a single instrument. Copies of signatures on this Fourth Amendment will have the same force and effect as original signatures.

[Signature Page Follows Next]

IN WITNESS WHEREOF, this Fourth Amendment has been made and executed as of the date first written above.

EAGLES LANDING AT LAC LA BELLE
CONDOMINIUM ASSOCIATION, INC.,
a Wisconsin non-stock corporation

By: _____
Mark W. Neumann, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 1st day of May, 2018, Mark W. Neumann, to me known to be the President of the Eagles Landing at Lac La Belle Condominium Association, Inc., a Wisconsin non stock corporation, and to be the person who executed this instrument and acknowledged the same.

KELLY O'DONNELL NOTARY PUBLIC STATE OF WISCONSIN

_____
Print Name: Kelly O'Donnell
Notary Public, State of Wisconsin
My commission: 6-10-21

TEN POINT PROPERTIES, INC.,
a Wisconsin corporation

By: _____
Mark W. Neumann, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 1 day of May, 2018, Mark W. Neumann, to me known to be the President of Ten Point Properties, Inc., a Wisconsin corporation, and to be the person who executed this instrument and acknowledged the same.

KELLY O'DONNELL NOTARY PUBLIC STATE OF WISCONSIN

_____
Print Name: Kelly O'Donnell
Notary Public, State of Wisconsin
My commission: 6-10-22

ALBRIGHT:

William N. and Joyce A. Albright Revocable Trust dated May 16, 2012

By: _____
William N. Albright, Trustee

By: _____
Joyce A. Albright, Trustee

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF ~~WAUKESHA~~ ROCK)

Personally came before me this 2 day of May, 2018, William N. Albright and Joyce A. Albright, to me known to be the trustees of the William N. and Joyce A. Albright Revocable Trust dated May 16, 2012 and to be the persons who executed this instrument and acknowledged the same.

LISA J. MCCUE NOTARY PUBLIC STATE OF WISCONSIN

_____
Print Name: Lisa J McCue
Notary Public, State of Wisconsin
My commission: 6-15-2018

MARK W. NEUMANN:

Mark W. Neumann

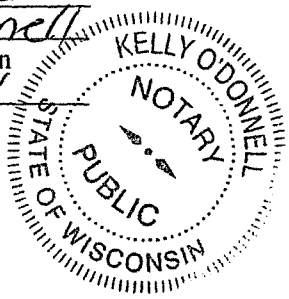
SUE A. NEUMANN:

Sue A. Neumann

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 1 day of May, 2018, Mark W. Neumann and Sue A. Neumann, to me known to be the persons who executed this instrument and acknowledged the same.

Print Name: Kelly O'Donnell
Notary Public, State of Wisconsin
My commission: 6-10-21



This Instrument Drafted By:
Attorney Edward J. Lawton
Axley Brynelson, LLP
N20 W22961 Watertown Road
Waukesha, WI 53186
(262) 409-2278

Exhibit A

Legal Description and Parcel Numbers

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 created by the Declaration of Eagles Landing at Lac La Belle Condominium, executed June 22, 2017 and recorded on June 30, 2017, in the office of the Register of Deeds for Waukesha County, Wisconsin as Document Number 4285741 as amended by the First Amendment to Declaration of Condominium of Eagles Landing at Lac La Belle Condominium recorded in the office of the Register of Deeds for Waukesha County, Wisconsin on December 6, 2017 as Document Number 4314438.

Tax Parcel ID Numbers:
OCOC0563111
OCOC0563112001
OCOC0563113

EXHIBIT A-1

Additional Legal Description

Lot 1 of Certified Survey Map 11569, recorded as document number 4281749 in the Waukesha County Register of Deeds on June 9, 2017, being a part of the Northwest ¼ of the Southwest ¼ of Section 33, Town 8 North, Range 17 East in the City of Oconomowoc, Waukesha County, Wisconsin.

Electronically Recorded
4332768
WAUKESHA COUNTY, WI
REGISTER OF DEEDS
James R Behrend
Recorded On:04/06/2018 8:46:46 AM
Total Fee: $30.00 Page(s): 8
Transfer Tax: $0.00

The above recording informationverifies that this document has been electronically recorded and returned to the submitter.

THIRD AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF EAGLES LANDING AT LAC LA BELLE CONDOMINIUM

This Third Amendment to the Declaration of Eagles Landing at Lac La Belle Condominium (the "**Third Amendment**") is made this 2nd day of April, 2018 by Eagles Landing at Lac La Belle Condominium Association, Inc.

WHEREAS, the Declaration of Eagles Landing at Lac La Belle Condominium was recorded in the Waukesha County, Wisconsin Register of Deeds Office on June 30, 2017 as Document Number 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 Number 4314438 (the "**First Amendment**") and 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 Number 4318115 (the "**Second Amendment**") (the Original Declaration as modified by the First Amendment and Second Amendment is the "**Declaration**");

WHEREAS the Declaration created the Units and Condominium described on **Exhibit A** attached hereto and incorporated herein which affects the property described on **Exhibit A-1** attached hereto and incorporated herein;

WHEREAS, Ten Point Properties, Inc. ("**Ten Point**") and Mark and Sue Neumann desire that the Declaration be amended as provided herein;

WHEREAS, in order for an amendment to the Declaration to take effect, Section 10.1 of the Declaration requires that at least Seventy percent (70%) of the Interests (as defined in the Declaration) and all first mortgagees of such Units (if any) consent in writing to the proposed amendment;

Tax Parcel Identification Numbers on **Exhibit A.**

RETURN TO:
Edward J. Lawton, Esq.
Axley Brynelson, LLP
N20 W22961 Watertown Road
Waukesha, WI 53186

WHEREAS, the Association has received and obtained all consents and approvals required by Article 10 of the Declaration for this Third Amendment to take effect; and

WHEREAS, Ten Point and Mark and Sue Neumann together constitute the owners of all but two of the Units in the Condominium and no mortgages encumber any Units of Ten Point or Mark and Sue Neumann.

NOW, THEREFORE, it is hereby agreed and declared as follows:

1. Terms and Recitals. All capitalized terms used herein shall have the meaning assigned in the Declaration unless otherwise defined herein. The above recitals are hereby incorporated herein.

2. Association Control.

a. The Declaration is hereby amended by amending and restating Section 4.3(a)(1) of the Declaration in its entirety as follows:

> "(1) three (3) years from the date of first conveyance of a Unit to an Owner other than Declarant; or"

b. The Declaration is hereby amended by adding a new Section 4.3(e) which reads as follows: "For purposes of this Section 4.3 and Wis. Stat. Sec. 703.15, the term "purchasers" does not include Mark Neumann or Sue Neumann and Mark Neumann and Sue Neumann are not considered "Owner(s) other than Declarant"."

3. Rights of Declarant.

a. Section 12.1 of the Declaration is hereby amended and restated by amending and restating in its entirety that portion of Section 12.1 which is before Section 12.1(a) so that it now reads as follows:

> "12.1 Reserved Rights. Notwithstanding anything in this Declaration to the contrary (other than Section 12.1A below), until the sale by Declarant of all Units in the Condominium, Declarant may:"

b. The Declaration is hereby amended by adding a new Section 12.1A to the Declaration after the last subpart of Section 12.1 of the Declaration and prior to the beginning of Section 12.2 of the Declaration which new Section 12.1A is as follows:

> "12.1A Limitations on Reserved Rights. Declarant may not exercise any rights under Sections 12.1(a), 12.1(c), or 12.1(d) of this Declaration after the expiration of Declarant's rights under Section 4.3(a) of the Declaration provided, however, that this sentence will not affect or limit the validity or enforceability of any action of Declarant taken prior to the expiration of Declarant's rights under Section 4.3(a) of this Declaration."

4. City and Utility Easements. Section 15.4 of the Declaration is amended and restated in its entirety as follows:

> "15.4 Easements to the City. At any time prior to expiration of Declarant's rights under Section 4.3(a) of the Declaration, the Declarant may grant easements over and through the Common Elements to the City and to utility providers for such purposes as Declarant deems necessary in connection with the development and operation of the Condominium. The expiration of any rights of Declarant under the prior sentence will not affect or limit the validity or enforceability of any easement granted prior to such expiration."

5. No Other Changes. Except as specifically set forth herein, the Declaration shall remain unchanged and in full force and effect.

6. Owner Signatures. Mark W. Neumann and Sue A. Neumann sign below in their individual capacity to approve and consent to this Third Amendment as to any Unit owned by any or both of them. Ten Point signs below in its capacity as the Declarant and as an owner of Units and consents to and approves of this Third Amendment.

7. Counterparts. This Third Amendment may be executed in any number of counterparts with all counterparts together forming but a single instrument.

[Signature Page Follows Next]

IN WITNESS WHEREOF, this Third Amendment has been made and executed as of the date first written above.

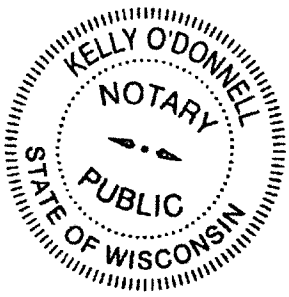
EAGLES LANDING AT LAC LA BELLE
CONDOMINIUM ASSOCIATION, INC.,
a Wisconsin non-stock corporation

By: _____
Mark W. Neumann, President

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 1 day of April, 2018, Mark W. Neumann, to me known to be the President of the Eagles Landing at Lac La Belle Condominium Association, Inc., a Wisconsin non stock corporation, and to be the person who executed this instrument and acknowledged the same.



_____
Print Name Kelly O'Donnell
Notary Public, State of Wisconsin
My commission: 6-10-21

TEN POINT PROPERTIES, INC.,
a Wisconsin corporation

By: _____
Mark W. Neumann, President

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 2 day of April, 2018, Mark W. Neumann, to me known to be the President of Ten Point Properties, Inc., a Wisconsin corporation, and to be the person who executed this instrument and acknowledged the same.

KELLY O'DONNELL NOTARY PUBLIC STATE OF WISCONSIN

_____
Print Name: Kelly O'Donnell
Notary Public, State of Wisconsin
My commission: 6-10-21

MARK NEUMANN:

Mark W. Neumann

SUE NEUMANN:

Sue A. Neumann

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 2 day of April, 2018, Mark W. Neumann and Sue A. Neumann, to me known to be the persons who executed this instrument and acknowledged the same.

KELLY O'DONNELL NOTARY PUBLIC STATE OF WISCONSIN

Print Name: Kelly O'Donnell
Notary Public, State of Wisconsin
My commission: 6-10-18

This Instrument Drafted By:
Attorney Edward J. Lawton
Axley Brynelson, LLP
N20 W22961 Watertown Road
Waukesha, WI 53186
(262) 409-2278

Exhibit A

Legal Description and Parcel Numbers

Units LL1, LL2, LL3, LL4, 101, 102, 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 created by the Declaration of Eagles Landing at Lac La Belle Condominium, executed June 22, 2017 and recorded on June 30, 2017, in the office of the Register of Deeds for Waukesha County, Wisconsin as document number 4285741.

Tax Parcel ID Numbers:
OCOC0563111
OCOC0563112001
OCOC0563113

EXHIBIT A-1

Additional Legal Description

Lot 1 of Certified Survey Map 11569, recorded as document number 4281749 in the Waukesha County Register of Deeds on June 9, 2017, being a part of the Northwest ¼ of the Southwest ¼ of Section 33, Town 8 North, Range 17 East in the City of Oconomowoc, Waukesha County, Wisconsin.

4318115

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

December 29, 2017 02:53 PM
James R Behrend
Register of Deeds
7 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00

Book Page -

SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF EAGLES LANDING AT LAC LA BELLE CONDOMINIUM

This Second Amendment to the Declaration of Eagles Landing at Lac La Belle Condominium (the "**Second Amendment**") is made this 28 day of December, 2017 by Eagles Landing at Lac La Belle Condominium Association, Inc.

WHEREAS, the Declaration of Eagles Landing at Lac La Belle Condominium was recorded in the Waukesha County, Wisconsin Register of Deeds Office on June 30, 2017 as Document Number 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 number 4314438 (the **"First Amendment"** and the Original Declaration as modified by the First Amendment is the "**Declaration**");

WHEREAS the Declaration created the Units and Condominium described on **Exhibit A** attached hereto and incorporated herein which affects the property described on **Exhibit A-1** attached hereto and incorporated herein;

WHEREAS, Ten Point Properties, Inc. (**"Ten Point"**) and Mark and Sue Neumann desire that the Declaration be amended as provided herein;

WHEREAS, in order for an amendment to the Declaration to take effect, Section 10.1 of the Declaration requires that at least Seventy percent (70%) of the Interests (as defined in the Declaration) and all first mortgagees of such Units (if any) consent in writing to the proposed amendment;

Tax Parcel Identification Numbers on **Exhibit A**.

RETURN TO:
Edward J. Lawton, Esq.
Axley Brynelson, LLP
N20 W22961 Watertown Road
Waukesha, WI 53186

WHEREAS, the Association has received and obtained all consents and approvals required by Article 10 of the Declaration for this Second Amendment to take effect; and

WHEREAS, Ten Point and Mark and Sue Neumann together constitute the owners of all but two of the Units in the Condominium and no mortgages encumber any Units of Ten Point or Mark and Sue Neumann.

NOW, THEREFORE, the it is hereby agreed and declared as follows:

1. All capitalized terms used herein shall have the meaning assigned in the Declaration unless otherwise defined herein. The above recitals are hereby incorporated herein.

2. The Declaration is hereby amended by adding a new Section 7.17 to the Declaration which is as follows:

"7.17 Solar Equipment. The Declarant has the right to install Solar Equipment Systems on the Common Elements (including, without limitation, the roof of the Building) from time to time. The "Solar Equipment Systems" means separate 5 kilowatt solar panel systems (including solar panels, inverters, racking, wiring, electrical connections to Units, monitoring equipment, and other items necessary or appropriate for the functioning of a solar panel system for providing electrical service to one or more Units). There will be ten (10) Solar Equipment Systems. The Solar Equipment Systems will initially be the property of Declarant. The Declarant may sell or transfer one or more Solar Equipment Systems to any Unit Owner from time to time by agreement between Declarant and the applicable Unit Owner. A Unit Owner who acquires a Solar Equipment System from Declarant will be the owner of such Solar Equipment System and such Solar Equipment System will be the property of such Unit Owner. Each Unit Owner who acquires a Solar Equipment System from Declarant shall at such Unit Owner's sole cost and expense (a) keep the Solar Equipment System insured with appropriate policies of insurance; (b) keep the Solar Equipment System in good working order and condition; and (c) make all necessary repairs, maintenance, and replacements to the Solar Equipment System."

3. Except as specifically set forth herein, the Declaration shall remain unchanged and in full force and effect.

4. Mark W. Neumann and Sue A. Neumann sign below in their individual capacity to approve and consent to this Second Amendment as to any Unit owned by any or both of them. Ten Point signs below in its capacity as the Declarant and as an owner of Units and consents to and approves of this Second Amendment.

5. This Second Amendment may be executed in any number of counterparts with all counterparts together forming but a single instrument.

[Signature Page Follows Next]

MARK NEUMANN:

Mark W. Neumann

SUE NEUMANN:

Sue A. Neumann

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 28 day of December, 2017, Mark W. Neumann and Sue A. Neumann, to me known to be the persons who executed this instrument and acknowledged the same.

KELLY O'DONNELL NOTARY PUBLIC STATE OF WISCONSIN

Print Name: Kelly O'Donnell
Notary Public, State of Wisconsin
My commission: 6-10-21

This Instrument Drafted By:
Attorney Edward J. Lawton
Axley Brynelson, LLP
N20 W22961 Watertown Road
Waukesha, WI 53186
(262) 409-2278

TEN POINT PROPERTIES, INC.,
a Wisconsin corporation

By: _____
Mark W. Neumann, President

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 18 day of December, 2017, Mark W. Neumann, to me known to be the President of Ten Point Properties, Inc., a Wisconsin corporation, and to be the person who executed this instrument and acknowledged the same.

KELLY O'DONNELL NOTARY PUBLIC STATE OF WISCONSIN

_____
Print Name: Kelly O'Donnell
Notary Public, State of Wisconsin
My commission: 6-10-21

IN WITNESS WHEREOF, this Second Amendment has been made and executed as of the date first written above.

EAGLES LANDING AT LAC LA BELLE
CONDOMINIUM ASSOCIATION, INC.,
a Wisconsin non-stock corporation

By: _____
Mark W. Neumann, President

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 28 day of December, 2017, Mark W. Neumann, to me known to be the President of the Eagles Landing at Lac La Belle Condominium Association, Inc., a Wisconsin non stock corporation, and to be the person who executed this instrument and acknowledged the same.

KELLY O'DONNELL NOTARY PUBLIC STATE OF WISCONSIN

_____
Print Name: Kelly O'Donnell
Notary Public, State of Wisconsin
My commission: 6-10-21

Exhibit A

Legal Description and Parcel Numbers

Units LL1, LL2, LL3, LL4, 101, 102, 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 created by the Declaration of Eagles Landing at Lac La Belle Condominium, executed June 22, 2017 and recorded on June 30, 2017, in the office of the Register of Deeds for Waukesha County, Wisconsin as document number 4285741.

Tax Parcel ID Numbers:
OCOC0563111
OCOC0563112001
OCOC0563113

EXHIBIT A-1

Additional Legal Description

Lot 1 of Certified Survey Map 11569, recorded as document number 4281749 in the Waukesha County Register of Deeds on June 9, 2017, being a part of the Northwest ¼ of the Southwest ¼ of Section 33, Town 8 North, Range 17 East in the City of Oconomowoc, Waukesha County, Wisconsin.

4314438

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

December 06, 2017 01:38 PM
James R Behrend
Register of Deeds

6 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00

Book Page -

FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF EAGLES LANDING AT LAC LA BELLE CONDOMINIUM

This First Amendment to the Declaration of Eagles Landing at Lac La Belle Condominium (the "**First Amendment**") is made this 1 day of August, 2017 by Eagles Landing at Lac La Belle Condominium Association, Inc. (the "**Association**") and Ten Point Properties, Inc. ("**Ten Point**").

WHEREAS, the Association recorded the Declaration of Eagles Landing at Lac La Belle Condominium in the Waukesha County, Wisconsin Register of Deeds Office on June 30, 2017 as Document Number 4285741 (the "**Declaration**") which created the Units and Condominium described on **Exhibit A** attached hereto and incorporated herein; and

WHEREAS, the Association desires that the Declaration be amended as provided herein; and

WHEREAS, in order for an amendment to the Declaration to take effect, Section 10.1 of the Declaration requires that at least Seventy percent (70%) of the Interests (as defined in the Declaration) and all first mortgagees of such Units (if any) consent in writing to the proposed amendment; and

Tax Parcel Identification Numbers on **Exhibit A**.

RETURN TO:
Edward J. Lawton, Esq.
Axley Brynelson, LLP
N20 W22961 Watertown Road
Waukesha, WI 53186

WHEREAS, the Association has received consents to this First Amendment from at least Seventy (70%) of the Interests and their first mortgagees (if any).

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. All capitalized terms defined in the Declaration shall have the same meanings in this Second Amendment, unless specifically defined otherwise herein.

2. The initial paragraph of the Declaration after the table of contents is amended to delete "Eagles Landing at Lac La Belle Condominium Association, Inc." from such paragraph and replace that text with "Ten Point Properties, Inc.".

3. Section 1.14 of the Declaration is hereby deleted in its entirety and replaced with the following:

1.14 Declarant. The "Declarant" shall mean Ten Point Properties, Inc. and the successors and assigns, if any, of Declarant pursuant to assignment in accordance with Section 12.2 of this Declaration.

4. Any and all rights which the Association may have as Declarant under any of the Declaration, the Eagles Landing at Lac La Belle Condominium Rules and Regulations, or the Bylaws or Articles of Incorporation of Eagles Landing at Lac La Belle Condominium Association, Inc. are hereby assigned and transferred to Ten Point and Ten Point hereby accepts such transfer and assignment.

5. Except as specifically set forth herein, the Declaration shall remain unchanged and in full force and effect. All required consents and approvals under the Declaration have been obtained for this First Amendment. This First Amendment is made retroactively effective as of June 22, 2017. Ten Point is hereby deemed for all purposes to have signed the Declaration as Declarant on June 22, 2017 and to have been Declarant on, from, and after June 22, 2017 for all purposes.

6. Mark W. Neumann and Sue A. Neumann sign below in their individual capacity to consent to this First Amendment as to any Unit owned by any or both of them.

7. This First Amendment may be executed in any number of counterparts with all counterparts together forming but a single instrument.

[Signature Page Follows Next]

IN WITNESS WHEREOF, this First Amendment has been made and executed as of the date first written above to be effective as of June 22, 2017.

EAGLES LANDING AT LAC LA BELLE
CONDOMINIUM ASSOCIATION, INC.,
a Wisconsin non-stock corporation

By: _____
Mark W. Neumann, President

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 19 day of August, 2017, Mark W. Neumann, to me known to be the President of the Eagles Landing at Lac La Belle Condominium Association, Inc., a Wisconsin non stock corporation, and to be the person who executed this instrument and acknowledged the same.

KELLY O'DONNELL NOTARY PUBLIC STATE OF WISCONSIN

_____
Print Name: Kelly O'Donnell
Notary Public, State of Wisconsin
My commission: 6-10-21

TEN POINT PROPERTIES, INC.,
a Wisconsin corporation

By: _____
Mark W. Neumann, President

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 19 day of August, 2017, Mark W. Neumann, to me known to be the President of Ten Point Properties, Inc., a Wisconsin corporation, and to be the person who executed this instrument and acknowledged the same.

KELLY O'DONNELL NOTARY PUBLIC STATE OF WISCONSIN

_____
Print Name: Kelly O'Donnell
Notary Public, State of Wisconsin
My commission: 6-10-21

rev 4/2/2018
1 17 2018

MARK NEUMANN:

Mark W. Neumann

SUE NEUMANN:

Sue A. Neumann

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 19 day of August, 2017, Mark W. Neumann and Sue A. Neumann, to me known to be the persons who executed this instrument and acknowledged the same.

KELLY O'DONNELL NOTARY PUBLIC STATE OF WISCONSIN

Print Name: Kelly O'Donnell
Notary Public, State of Wisconsin
My commission: 6-10-21

This Instrument Drafted By:
Attorney Edward J. Lawton
Axley Brynelson, LLP
N20 W22961 Watertown Road
Waukesha, WI 53186
(262) 409-2278

EXHIBIT A-1

Additional Legal Description

This Exhibit A-1 is incorporated into the foregoing First Amendment to the Declaration of Condominium of Eagles Landing at Lac La Belle Condominium ("First Amendment"). The First Amendment applies to the following described real estate:

Lot 1 of Certified Survey Map 11569, recorded as Document Number 4281749 in the Waukesha County Register of Deeds on June 9, 2017, being a part of the Northwest ¼ of the Southwest ¼ of Section 33, Town 8 North, Range 17 East in the City of Oconomowoc, Waukesha County, Wisconsin.

Tax Parcel ID Numbers:
OCOC0563111
OCOC0563112001
OCOC0563113

4285741

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

June 30, 2017 12:29 PM
James R Behrend
Register of Deeds
35 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00

Book Page -

DECLARATION OF EAGLES LANDING AT LAC LA BELLE CONDOMINIUM

Document Title

Document Number

Recording Area

Name and Return Address:

Ten Point Properties, Inc.
W330 N6233 Hasslinger Dr.
Nashotah, WI 53058

PIN: OCOC0563111
OCOC0563112001
OCOC0563113

rev 4/2/2018
1 17 2018

Table of Contents

ARTICLE 1. DEFINITIONS 6

1.1 ACT 6
1.2 ASSOCIATION. 6
1.3 ASSOCIATION INSURANCE. 6
1.4 BOARD 6
1.5 BUILDING. 6
1.6 BYLAWS 6
1.7 CITY. 7
1.8 COMMERCIAL UNITS 7
1.9 COMMERCIAL UNIT CUSTOMERS. 7
1.10 COMMON ELEMENTS. 7
1.11 COMMON EXPENSES. 7
1.12 CONDOMINIUM. 7
1.13 CONDOMINIUM DOCUMENTS. 7
1.14 DECLARANT. 7
1.15 DECLARATION. 7
1.16 DIRECTOR 7
1.17 FLOOR PLANS. 7
1.18 INTEREST 7
1.19 MORTGAGE. 8
1.20 MORTGAGEE. 8
1.21 OCCUPANT. 8
1.22 OWNER. 8
1.23 PLAT 8
1.24 PROPERTY. 8
1.25 REGISTER'S OFFICE. 8
1.26 RESIDENTIAL UNIT. 8
1.27 RULES. 8
1.28 SPECIAL COMMERCIAL UNIT. 8
1.29 UNIT. 8

ARTICLE 2. DIVISION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES ..8

2.1 UNITS. 8
2.2 UNIT BOUNDARIES. 8
2.3 UNIT DESCRIPTION. 9
2.4 MERGER AND SEPARATION OF UNITS; RELOCATION OF UNIT BOUNDARIES 10
2.5 COMMON ELEMENTS. 10
2.6 CONVEYANCE OF CERTAIN LIMITED COMMON ELEMENTS. 10
2.7 INITIAL DESIGNATION BY DECLARANT. 10
2.8 COMMERCIAL UNITS 10

ARTICLE 3. INTEREST IN COMMON ELEMENTS 10

3.1 UNIT INTEREST. 10

ARTICLE 4. ASSOCIATION OF UNIT OWNERS 11

4.1 ADMINISTRATION. 11
4.2 MEMBERSHIP AND VOTING. 11
4.3 CONTROL OF ASSOCIATION. 11
4.4 MANAGEMENT. 11
4.5 APPROVALS. 12

ARTICLE 5. ASSESSMENTS 12

5.1 BUDGET AND ASSESSMENTS. 12
5.2 GENERAL ASSESSMENTS. 12
5.3 SPECIAL ASSESSMENTS AND CHARGES. 12
5.4 NO STATUTORY RESERVE. 13
5.5 INSTALLMENTS; LATE PAYMENTS. 13
5.6 ENFORCEMENT; LIENS. 13
5.7 FIRST INSTALLMENT. 13
5.8 PAYMENT OF ASSESSMENTS BY DECLARANT. 13
5.9 ASSOCIATION STATEMENTS. 14
5.10 COMMON EXPENSES AND SURPLUSES. 14
5.11 RECORDS. 14
5.12 SPECIAL COMMERCIAL UNIT. 14
5.13 BOATING EQUIPMENT. 14
5.14 FORMER OWNER PAYMENTS. 14

ARTICLE 6. MAINTENANCE AND ALTERATIONS 15

6.1 OWNER RESPONSIBILITY. 15
6.2 ASSOCIATION RESPONSIBILITY. 15

ARTICLE 7. RESTRICTIONS ON USE AND OCCUPANCY 15

7.1 RESIDENTIAL PURPOSES ONLY. 15
7.2 LEASES OF UNITS. 16
7.3 COMMERCIAL UNITS. 16
7.4 NO TIME-SHARES. 17
7.5 SIGNS. 17
7.6 NO OBSTRUCTIONS. 17
7.7 PARKING AND EXTERIOR STORAGE. 17
7.8 WASTE. 17
7.9 ANTENNAS. 17
7.10 TEMPORARY STRUCTURES. 18
7.11 QUIET ENJOYMENT. 18
7.12 NOXIOUS ACTIVITY. 18
7.13 ENVIRONMENTAL MATTERS. 18
7.14 UNIFORMITY OF APPEARANCE. 18
7.15 PETS. 18

7.16 ADDITIONAL RESTRICTIONS. 18

ARTICLE 8. RECONSTRUCTION AND CONDEMNATION 18

8.1 RECONSTRUCTION. 18
8.2 INSUFFICIENT PROCEEDS. 18
8.3 PARTITION. 19
8.4 CONTROL OF ADJUSTMENT AND RESTORATION. 19
8.5 CONSTRUCTION FUND. 19
8.6 CONDEMNATION. 19

ARTICLE 9. INSURANCE 20

9.1 ASSOCIATION INSURANCE. 20
9.2 COVERAGE OF ASSOCIATION INSURANCE. 20
9.3 PROCEEDS. 20
9.4 COST. 20
9.5 WAIVER OF SUBROGATION. 20
9.6 ACTS AFFECTING INSURANCE. 20
9.7 EXCLUSIONS FROM COVERAGE 21
9.8 INSURANCE REGARDING COMMERCIAL UNIT. 21
9.9 OTHER INSURANCE OBTAINED BY UNIT OWNERS. 21

ARTICLE 10. AMENDMENT OF DECLARATION 21

10.1 GENERAL. 21
10.2 SPECIAL APPROVALS OF CERTAIN AMENDMENTS. 22
10.3 MATERIAL AMENDMENTS 22
10.4 AMENDMENTS REGARDING COMMERCIAL UNITS. 22

ARTICLE 11. RIGHTS OF MORTGAGE HOLDERS 22

11.1 NOTICE. 22
11.2 MORTGAGEE ACQUISITION OF UNIT. 23
11.3 RESTORATION. 23
11.4 TERMINATION. 23

ARTICLE 12. RIGHTS OF DECLARANT 23

12.1 RESERVED RIGHTS. 23
12.2 ASSIGNMENT OF DECLARANT'S RIGHTS. 24

ARTICLE 13. REMEDIES FOR VIOLATION BY OWNER 24

13.1 GENERAL REMEDIES. 24
13.2 OWNER VIOLATION; ASSOCIATION RIGHT TO CURE. 24
13.3 EVICTION ACTIONS AGAINST TENANTS 25

ARTICLE 14. SERVICE OF PROCESS 25

14.1 AGENT 25

ARTICLE 15. EASEMENTS 25

15.1 RIGHT OF ENTRY 25
15.2 ENCROACHMENTS 25
15.3 FURTHER EASEMENTS 26
15.4 EASEMENTS TO THE CITY 26

ARTICLE 16. CONSTRUCTION AND EFFECT 26

16.1 PRONOUNS 26
16.2 LIST NOT EXHAUSTIVE 26
16.3 HEADINGS 26
16.4 SEVERABILITY 26
16.5 REMEDIES 26
16.6 WAIVERS 26

ARTICLE 17. LEASE 26

17.1 LEASE 26

DECLARATION OF CONDOMINIUM
OF
EAGLES LANDING AT LAC LA BELLE CONDOMINIUM

This Declaration of Condominium of Eagles Landing at Lac La Belle Condominium is made by Eagles Landing at Lac La Belle Condominium Association, Inc. pursuant to the Wisconsin Condominium Ownership Act.

RECITALS

Declarant owns the Property described on the attached Exhibit A, upon which certain improvements are constructed and additional improvements are intended to be constructed. By this Declaration, Declarant intends to submit such Property and improvements to the condominium form of ownership and to establish certain easements, rights, restrictions and obligations with respect to ownership, use and maintenance.

DECLARATION

Now, therefore, Declarant by this Declaration (1) submits the Property to the condominium form of use and ownership as provided in the Act; (2) establishes and imposes the provisions, restrictions, conditions, easements and uses herein upon the Property; and (3) specifies that the provisions of this Declaration shall constitute covenants running with the land which shall be binding upon Declarant, and all subsequent owners and occupants of all or any part of the Property.

ARTICLE 1. DEFINITIONS

The following terms, whether used in the above recitals or in the remainder of this Declaration, shall have the following definitions:

1.1 Act. "Act" shall mean the Wisconsin Condominium Ownership Act, as currently set forth at Chapter 703 of the Wisconsin Statutes and as the Act may be amended or renumbered from time to time.

1.2 Association. "Association" shall mean Eagles Landing at Lac La Belle Condominium Association, Inc., established under Article 4. Wherever herein a matter is subject to the "Association," the use of the term "Association" does not necessarily mean that the entire Association is entitled to vote on a particular matter; the Association acts through its Board unless specifically stated to the contrary.

1.3 Association Insurance. "Association Insurance" shall mean the policies of insurance to be maintained by the Association under this Declaration.

1.4 Board. "Board" or "Board of Directors" shall mean the governing body of the Association, appointed or elected in accordance with this Declaration and the Bylaws.

1.5 Building. A "Building" shall mean the structure located on the Property which contains Units.

1.6 Bylaws. The "Bylaws" shall mean the Bylaws of the Association as adopted by the Board.

1.7 City. The "City" shall mean the City of Oconomowoc, State of Wisconsin.

1.8 Commercial Units. "Commercial Units" mean the Units designated on the Plat as Unit 103 and Unit 104.

1.9 Commercial Unit Customers. "Commercial Unit Customers" means the customers, patrons, invitees, licensees, agents, and/or employees of any Commercial Unit Owner or any Commercial Unit Owner's tenant who are authorized or permitted by said tenant or Commercial Unit Owner, expressly, impliedly or by acquiescence, to use, occupy or enter upon the applicable Commercial Unit, the Limited Common Elements reserved for the exclusive benefit of the Commercial Unit, and the Common Elements.

1.10 Common Elements. "Common Elements" shall consist of all of the Condominium, except for the Units, and are composed of two categories. Certain Common Elements are available for the nonexclusive use and enjoyment of all Unit Owners and are referred to as the "General Common Elements." Other Common Elements are identified in the Declaration or on the Plat as reserved for the exclusive use of one or more, but less than all, of the Owners and are referred to as "Limited Common Elements."

1.11 Common Expenses. "Common Expenses" shall mean any and all expenses incurred by the Association in connection with its management of the Condominium, maintenance of the Common Elements and administration of the Association, including landscaping, lawn care, snow removal, improvements and repair, maintenance and replacement of the Common Elements, security lighting, Association Insurance premiums, municipal utility services for the Common Elements, management expenses, and fees of outside consultants.

1.12 Condominium. The "Condominium" shall be known as Eagles Landing at Lac La Belle Condominium and shall mean the Property, together with the Units and Common Elements as they exist or may hereafter be constructed on the Property.

1.13 Condominium Documents. The "Condominium Documents" are this Declaration, the Articles of Incorporation and Bylaws of the Association, and such Rules and Regulations as may be adopted by the Board pursuant to this Declaration or the Bylaws.

1.14 Declarant. The "Declarant" shall mean Eagles Landing at Lac La Belle Condominium Association, Inc. and the successors and assigns, if any, of Declarant pursuant to assignment in accordance with Section 12.2 of this Declaration.

1.15 Declaration. The "Declaration" shall mean this Declaration of Condominium of Eagles Landing at Lac La Belle Condominium as the same may be amended from time to time.

1.16 Director. A "Director" shall mean a member of the Board.

1.17 Floor Plans. "Floor Plans" shall mean diagrammatic floor plans of each Unit showing approximate dimensions, floor areas and location and which are attached as Exhibit A.

1.18 Interest. An "Interest" shall mean the proportionate undivided interest in the Common Elements appurtenant to each Unit in the Condominium.

1.19 Mortgage. A "Mortgage" shall mean a recorded first lien mortgage against a Unit or the vendor's interest under a recorded first lien land contract of the Unit.

1.20 Mortgagee. A "Mortgagee" shall mean the holder of a Mortgage.

1.21 Occupant. An "Occupant" shall mean an Owner or any other person residing in a Unit.

1.22 Owner. An "Owner" shall mean each fee simple owner of a Unit and each vendee of a Unit under a recorded land contract. The Declarant is an Owner with respect to each Unit to which it holds title.

1.23 Plat. The "Plat" shall mean that certain plat of condominium comprised of a plat of survey of the Property and building floor plans as recorded or to be recorded in the Register's Office and as the same may be amended from time to time. A copy is attached as Exhibit A.

1.24 Property. The "Property" shall mean the real estate subject to this Declaration, as described and depicted on Exhibit A.

1.25 Register's Office. The "Register's Office" shall mean the Office of the Register of Deeds for Waukesha County, Wisconsin.

1.26 Residential Unit. A "Residential Unit" is any Unit other than a Commercial Unit.

1.27 Rules. A "Rule" or the "Rules" shall mean singularly or collectively each rule and regulation established by the Association as provided in Section 4.1.

1.28 Special Commercial Unit. A "Special Commercial Unit" means the unit designated on the Plat as Commercial Unit 104.

1.29 Unit. A "Unit" shall mean a separate freehold estate, consisting of the space as bounded and described in Article 2.

ARTICLE 2. DIVISION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES

2.1 Units. The Condominium shall include twenty-three (23) Units, located in the Building shown on Exhibit A. The Plat shows Floor Plans for each Unit, including the layout, boundaries, and dimensions of each Unit. The Units shall be identified as numbered on the Plat.

2.2 Unit Boundaries. The boundaries of each Unit shall be the cubic area of the Building determined as follows:

(a) *Upper*. The upper boundary of any portion of the Unit shall be the plane of the lower face of the cement ceiling above the uppermost existing story of living area of such portion, extended to an intersection with the perimetrical boundaries.

(b) *Lower*. The lower boundary of any portion of the Unit shall be the horizontal plane of the uncovered or unfinished upper surface of the floor of the lowermost level of the living space, extended to an intersection with the perimetrical boundaries.

(c) *Side*. The side boundaries of the Unit shall be the vertical planes, the elevations of which coincide with the inside face of the studs supporting the drywall, extended to an intersection with the upper and lower boundaries.

2.3 Unit Description.

(a) It is intended that the finished surface of each plane described above (whether covered by drywall, tile, wallpaper, paneling, carpeting, or otherwise) is included as part of each defined Unit.

(b) The Unit shall include all improvements now of hereafter located within such boundaries, including without limitation any:

(1) Windows and exterior doors.

(2) Interior floor, wall, and ceiling-mounted electrical fixtures, outlets, and switches, and the conduits and recessed junction boxes serving them.

(3) Telecommunications, audio, video, or data outlets, including outlets, switches, hardware, and other appurtenances serving them.

(4) Plumbing fixtures, fire sprinklers, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and the Common Element supply lines serving them.

(5) Hot water heaters within the particular Unit.

(6) The heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit.

(c) The following items serving a particular Unit, although they may be outside the defined cubicle of air, shall also be part of the Unit:

(1) All interior floor, wall, and ceiling-mounted electrical fixtures, outlets, and switches, and the conduits and recessed junction boxes serving them.

(2) All telecommunications, audio, video, or data outlets to the Unit, and the conduits and recessed junction boxes serving them.

(3) All vents from the Unit to the exterior of the Condominium for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit.

(4) The controls for the heating, ventilating, and air conditioning systems of the Unit, all heat pumps serving the Unit exclusively, and all ducts, vents, wires, cables, or conduits designed or used in connection with such system that serve the Unit exclusively. Included in the foregoing are air conditioning mechanical units located on the balconies or on the grounds.

(d) Specifically not included as part of a Unit are those structural components of each Building and any portion of the plumbing, electrical, or mechanical systems of the Building serving more than one (1) Unit or another Unit, even if located within the Unit. Any structural components, plumbing, electrical, mechanical, and public or private utility lines running through a Unit that serve more than one Unit or another Unit are Common Elements.

(e) At the time a Unit is conveyed by Declarant to another Unit Owner the Unit may not have or include any of the items or components listed above in Section 2.3.

2.4 Merger and Separation of Units; Relocation of Unit Boundaries. Units may be merged or separated, and boundaries between Units may be relocated, all as provided in the Act, as provided in any Rules relating to the same as are adopted by the Board, and subject to the matters set forth in Section 4.5.

2.5 Common Elements. Each Unit also has appurtenant Common Elements, which consist of both General and Limited Common Elements.

(a) *General Common Elements*. General Common Elements shall consist of all of the Condominium except the Units and the Limited Common Elements.

(b) *Limited Common Elements*. Limited Common Elements of each Unit include (1) a patio or balcony appurtenant to the Unit; (2) light fixtures serving the patio or balcony; (3) mailbox; (4) parking space, subject to Sections 2.6 and 2.7; and (5) storage locker, subject to Sections 2.6 and 2.7. The Limited Common Elements are reserved for the exclusive use of the Unit to which they are appurtenant. Enclosure of any parking space, patio, porch, deck or balcony that is a Limited Common Element is not permitted.

2.6 Conveyance of Certain Limited Common Elements. An Owner shall not convey to any other Owner(s) the right to use one or more of the parking spaces and/or storage locker(s) which are Limited Common Elements of the Owner's Unit.

2.7 Initial Designation by Declarant. The parking spaces and/or storage lockers identified on Exhibit A are Limited Common Elements of the Units to which they are assigned on Exhibit B.

2.8 Commercial Units. The Owner of a Commercial Unit and any tenant of any such Commercial Unit will have the right to utilize the Common Elements and Limited Common Elements appurtenant to the Commercial Unit for purposes of: (a) allowing the Owner of the Commercial Unit, its tenant and the tenant's Invitees to access the Commercial Unit and the property included in the Condominium; (b) to carry out future construction, remodeling or renovation; and (c) the operation of the Commercial Unit for retail, office, restaurant, meeting, banquet, music, entertainment, or other commercial purposes.

ARTICLE 3. INTEREST IN COMMON ELEMENTS

3.1 Unit Interest. Each Unit shall have an Interest equal to the fraction the numerator of which is one (1) and the denominator of which is twenty-three (23). For purposes of Article 5 of this Declaration and liability for Common Expenses, general assessments, and special

assessments each Unit (other than the Special Commercial Unit) will be deemed to have an Interest equal to a fraction with the numerator of one (1) and a denominator of twenty-two (22).

ARTICLE 4. ASSOCIATION OF UNIT OWNERS

4.1 Administration. The Declarant shall create the Association, which shall be incorporated and shall adopt Bylaws for the governance and administration of the Condominium. The Association shall administer the Condominium and the provisions of this Declaration and the Bylaws, acting through its Board. From time to time, the Board may, but need not, adopt and amend Rules regarding the use of the Common Elements and other matters concerning the Condominium and Association, provided such Rules are not inconsistent with this Declaration or the Bylaws. After adoption, the Rules shall be binding upon Owners and Occupants.

4.2 Membership and Voting. Each Owner shall be a member of the Association and membership shall commence and terminate with ownership. Each Unit shall be vested with one (1) to be cast as set forth in the Bylaws.

4.3 Control of Association. (a) Declarant shall have the right to appoint and remove the Directors and officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association by the Articles, Bylaws, the Act, this Declaration and the Wisconsin Nonstock Corporation Law. Declarants rights under Section 4.3(a) will run from and before the date the first Unit is conveyed by Declarant to any person other than Declarant, until the earliest of:

(1) ten (10) years from the date of first conveyance of a Unit to an Owner other than Declarant; or

(2) thirty (30) days after the conveyance of seventy-five percent (75%) of the Interests to Owners other than Declarant; or

(3) Declarant's election to waive its right of control.

(b) Prior to the conveyance of twenty-five percent (25%) of the Units to purchasers, the Association shall hold a meeting, and Owners other than Declarant shall elect at least twenty-five (25%) of the Directors.

(c) Prior to the conveyance of fifty percent (50%) of the Units to purchasers, the Association shall hold a meeting, and Owners other than Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the Directors.

(d) Not later than forty-five (45) days after the expiration of the Declarant control period, the Association shall hold a meeting and the Owners shall elect the Board of the Association.

4.4 Management. The Association may employ a professional management agent or company for the Condominium with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Each management agreement must be terminable with or without cause upon ninety (90) days' notice without payment of any penalty. Declarant in exercising its powers to manage and control the Association under Section 4.3(a) will not take any action on behalf of the Association that is arbitrary or capricious. The prior sentence does

not limit the rights of Declarant under any provisions of this Declaration granting Declarant any rights including without limitation Declarant's rights under Section 5.13 of this Declaration. Without limiting the rights of Declarant, any action taken by Declarant on behalf of the Association that is based on Declarant's reasonable business judgment is permitted and authorized.

4.5 Approvals. Any proposal by an Owner requiring Board approval shall be submitted in writing, in such detail and with such supporting documents as the Board may require in order to facilitate its understanding and review. The Board may approve or disapprove any proposal after considering one or more of the following concerns and any additional criteria the Board deems prudent: (a) freedom and safety of access and convenience to other Units; (b) requiring the written agreement of the Owner making the proposal to pay the costs of restoring Common Elements affected by such proposal to their prior physical condition upon the termination of such use; and (c) requiring the Owner's written agreement to pay a fair and reasonable monthly charge to the Association for any encroachment on Common Elements resulting from the proposal. The Board may at its discretion impose further conditions upon its consent to any proposal as it deems appropriate. Approval of a proposal shall be deemed given if the Association president (1) indicates in writing or (2) fails to respond within sixty (60) days following the Owner's written submission of a proposal unless, prior to the expiration of such period, additional information is requested of the Owner by the Board or the Board issues its written refusal.

ARTICLE 5. ASSESSMENTS

5.1 Budget and Assessments. The Association shall annually adopt and distribute to all Owners a budget of Common Expenses and levy general and special assessments therefor against the Units, except as set forth herein. The budget shall include the funding of an adequate replacement reserve out of general assessments and shall set forth the following: (a) all anticipated Common Expenses and any amounts to be allocated to a statutory reserve account, if any, and to any other funds for future expenditures, (b) the amount and purpose of any other anticipated Association expenditure, (c) the amount in any statutory reserve account or any other funds held for future expenditures, (d) any common surpluses, (e) the amount and source of any income, other than assessments from Owners, and (f) the aggregate amount of any assessment to be levied against Owners and the purpose of the assessment.

5.2 General Assessments. The Association shall levy assessments based on each budget. The budget shall be allocated pro rata based on the Interests of each Unit, except as otherwise set forth in this Declaration. Since the Commercial Units will not make use of various Common Elements located above the first floor of the Building the Commercial Units will not be assessed for any items that are Common Expenses that are incurred with respect to Common Elements that are located above the first floor of the Building. The cost of maintenance, repair and replacement of those Common Elements (including but not limited to exterior windows and doors on the first floor of the Building where the Commercial Units are located) that are determined by the Board to be predominantly for the use and benefit of the Commercial Units, shall be assessed to the Commercial Units.

5.3 Special Assessments and Charges. The Association may also levy (a) special assessments on all Owners for any purpose for which a general assessment may be levied, (b) special assessments or fines on a particular Owner for the purpose of collecting any amounts due

the Association or enforcing compliance of such Owner with any provision of the Condominium Documents, including assessments under Section 13.2, or (c) special assessments for other charges and amounts owing to the Association.

5.4 No Statutory Reserve. During the period of Declarant control, no reserve account established hereunder shall be deemed to be a statutory reserve account pursuant to Section 703.163 of the Act. The Declarant acknowledges that it is not establishing a statutory reserve account for the Condominium and anticipates that future expenditures for the repair and replacement of Common Elements will be funded through a reserve account established and funded pursuant to the terms of this Declaration.

5.5 Installments; Late Payments. General assessments shall be made on an annual basis but shall be due and payable in monthly installments on the first day of each month. Special assessments shall be due and payable at such time and in such manner as the Board may determine. Any assessment or installment of an assessment not received by the Association within ten (10) days of its due date may be subject to a late charge and/or interest as set forth in the Bylaws or in the Rules.

5.6 Enforcement; Liens. If an Owner defaults in any payment, the Association shall take appropriate measures as provided by law; provided that in the exercise of reasonable business judgment, the Board may elect not to take such measures in cases of hardship or unlikelihood of recovery. The defaulting Owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including reasonable attorneys' fees. Owners shall be both personally liable for assessments and a lien shall be imposed against such Owner's Unit for any unpaid assessments. Liens for unpaid assessments shall also extend to and secure interest, fines and reasonable costs of collection, including attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of liens. The Association may purchase a Unit upon the foreclosure of its lien.

5.7 First Installment. The first installment of general assessments for each Unit shall be due and payable commencing upon the conveyance of a Unit from Declarant. Installments for partial months shall be prorated.

5.8 Payment of Assessments by Declarant. During the period of Declarant control, no general assessments shall be made against any Unit owned by Declarant. The general assessments payable by other Owners, however, shall not exceed the amount that the Owner would have paid if the Declarant's Units were subject to full general assessments, based on the annual operating budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total general assessments payable by Owners other than Declarant do not cover the total Common Expenses budgeted (exclusive of any budget item for replacement or capital reserves). During the period of Declarant control, Declarant may, but shall not be obligated to, directly pay bills or provide services which would otherwise represent Association obligations to which regular assessments would be applied. Declarant shall be entitled to offset expenses incurred by Declarant in performing or paying for such Association obligations against amounts otherwise due from the Declarant to the Association. During the period of Declarant control the Declarant shall be entitled to structure any payments made by the Declarant under this paragraph as one or more loans to the Association from the Declarant to be repaid over time by the Association on commercially reasonable terms and conditions and with commercially reasonable documentation. Without limiting the rights of the Declarant under the prior sentence

the Declarant shall have the right to structure any such loan so that the period for the payoff of such loan extends beyond the period of Declarant control.

5.9 Association Statements. Within ten (10) days of written request from an Owner or Mortgagee, the Association shall provide a letter stating the existence of outstanding general or special assessments against the Unit, if any. Notwithstanding anything to the contrary in the preceding sentence, all Units conveyed by Declarant shall be deemed conveyed free from outstanding general, special or working capital assessments and no such letter shall be required or given as to such Units.

5.10 Common Expenses and Surpluses. Except as otherwise provided in this Declaration, Common Expenses and surpluses shall be allocated among all Owners according to the Interest applicable to their Units. All common surpluses of the Condominium for each of its fiscal years shall be retained for Common Expenses of the Condominium for the next succeeding fiscal year.

5.11 Records. The Association shall keep detailed, accurate records using standard bookkeeping procedures of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. The records and vouchers authorizing such payments shall be available for examination by Owners at convenient hours. During the period of Declarant control and for one (1) year thereafter, upon written request to the Association by the lesser of three (3) Owners or the Owners of ten percent (10%) of the Units other than Units owned by Declarant, the Association shall arrange for an independent audit of its financial records; provided, however, that no request may be made for an audit within twenty-four (24) months after the completion of a previous audit. Declarant shall turn such records over to the Board upon its election as provided in Section 4.3.

5.12 Special Commercial Unit. The Special Commercial Unit will not be responsible for any Common Expenses or any general or special assessments by the Association.

5.13 Boating Equipment. During the period of Declarant's direct or indirect control of the Association, the Declarant will have the right to loan funds (whether in a single loan or multiple loans or advances) to the Association for (a) the acquisition by the Association of one to three (1-3) boats, related boating equipment, a pier, and/or associated equipment and/or supplies (collectively "Boating Equipment") which will be owned by the Association for use, subject to the Rules, by Owners, (b) acquiring fitness equipment, supplies, and other furniture and furnishings for furnishing and operating the fitness room which will be a part of the Condominium's Common Elements ("Fitness Equipment"), and (c) the construction of a pedestrian bridge ("Pedestrian Bridge"). The terms, conditions, and documentation of any such loan for Boating Equipment, Fitness Equipment, and/or the Pedestrian Bridge will be as determined by the Declarant but must be on commercially reasonable terms and conditions and with commercially reasonable documentation. The Declarant will have the right to take a security interest in any Boating Equipment and/or Fitness Equipment to secure repayment of any loan made under this paragraph or any other loans made by the Declarant to the Association under this Declaration.

5.14 Former Owner Payments. It is hereby disclosed that in order to acquire property that is a part of the Condominium the Declarant agreed to provide continuing payments for a

period of time to a former property owner under an agreement between the Declarant and the former property owner (the "Special Agreement"). Each Unit Owner acknowledges that without the Special Agreement the Condominium would not have been created. The obligations of the Declarant for continuing payments under the Special Agreement will be assumed by the Association and the Declarant is authorized to cause the Association to assume the Declarant's obligations under the Special Agreement. Each Unit Owner consents and agrees that charges for such continuing payments under the Special Agreement may be included in assessments made against Unit Owners. The Declarant has the right to loan funds to the Association for payment of the payments owed under the Special Agreement. The terms, conditions, and documentation of any such loan will be as determined by the Declarant but must be on commercially reasonable terms and conditions and with commercially reasonable documentation.

ARTICLE 6. MAINTENANCE AND ALTERATIONS

6.1 Owner Responsibility. Each Owner, at the Owner's sole cost, shall: (a) perform routine maintenance, repair and replacement of all components or installations of the Unit; (b) pay for the repair and replacement of the Common Elements damaged through the fault or negligence of such Owner or such Owner's family, guests, invitees or tenants or any other Occupants of the Owner's Unit; (c) be responsible for the reasonable security and safety of such Unit and shall be liable for damages caused to any other Unit(s), or the Common Elements, to the extent not covered by insurance, as a result of a breach of such security; and (d) maintain, repair and replace the Limited Common Elements appurtenant to the Unit, other than parking spaces, patios or balconies, provided, however, that each Owner shall be responsible for cleaning and routine upkeep of its own patio and balcony. Painting of balconies, and of exterior doors to Units, is not considered part of "routine upkeep" or "routine maintenance", so that each is an Association responsibility under Section 6.2.

6.2 Association Responsibility. The Association shall maintain in good condition and operate, repair, and replace all of the Common Elements, even if an Owner is responsible for payment of the expenses of such actions. By virtue of this provision, the Association will determine, for example, the frequency of regular maintenance of balconies, or the need for special repairs to particular balconies, or the need for painting of balconies, and the costs of any such actions may be assessed to all, or to particular affected, Owners. The Association, and not the Owner of the Unit to which it is appurtenant, is responsible for painting of and repairs to balconies and patios, and exterior doors to Units.

ARTICLE 7. RESTRICTIONS ON USE AND OCCUPANCY

7.1 Residential Purposes Only. Except for the Commercial Units and as otherwise specifically set forth in this Declaration, each Unit shall be occupied and used only for residential purposes and for no other purpose except for: (a) the incidental use of a Unit for personal business conducted by mail and telecommunications which does not burden the use of the Common Elements by frequent visits by business service providers or customers, subject to any Rules relating to such burdens; (b) the sale or lease of Units by Owner thereof, subject to any Rules related thereto; or (c) the establishment of offices by Declarant or its agents, and only by Declarant or those to whom Declarant expressly assigns such right in writing, for sales of Units or by the Association for conducting its affairs, including the construction and use of "model" Units for sale. No Owner or Occupant shall carry on any trade or business under this Section if it is not permitted to be carried on at the Condominium under any ordinance, statute or regulation.

7.2 Leases of Units. A Unit Owner may lease the Owner's Unit for terms of not less than 12 months, or such shorter or longer time period as the Board determines by Rule. Before any lessee occupies a Unit, the Owner shall provide a copy of the Condominium Documents to such lessee. Each lease of a Unit shall require that the lessee comply with the terms and provisions of the Act and the Condominium Documents and shall further provide that a breach of the Condominium Documents or Act shall be deemed a default under the lease. Notwithstanding the foregoing, an Owner shall be responsible to the Association and each other Owner for any breach of any provision of the Condominium Documents caused by a lessee or an Occupant. The Association will only need to deal with the Owner and may, but shall not be obligated to, address any breach with the offending lessee or Occupant. Within five (5) business days after entering into or renewing a lease for a Unit, the Owner shall provide a copy of such agreement to the Association.

7.3 Commercial Units. Each Commercial Unit shall be used for only commercial, office, restaurant, or retail purposes. Notwithstanding anything to the contrary contained herein, the use of each Commercial Unit shall comply with all applicable ordinances, statutes, rules or other validly imposed requirements of any governmental body or agency and any other restrictions imposed by the Condominium Documents.

(a) A leasing of a Commercial Unit must be under a written lease. The rights of any tenant of the Commercial Unit shall be subject to, and each such tenant shall be bound by the covenants, conditions and restrictions set forth in the Condominium Documents and a default thereunder shall constitute a default by tenant under the lease; provided, however that the foregoing shall not impose any direct liability on any tenant of a Commercial Unit to pay any assessments on behalf of the applicable Commercial Unit Owner. Any such lease shall be subordinate to the Condominium Documents.

(b) Each Commercial Unit Owner shall have the right and easement to erect signage on the exterior portion of the first floor of the Building to identify or advertise a business operating within the Commercial Unit, and to place signage in windows within the Commercial Unit that are visible from the exterior of the Commercial Unit, provided that in all such cases, such signage conforms to applicable ordinances and rules. All costs of installing, maintaining, repairing, and replacing such signage shall be borne solely by the Commercial Unit Owner. Each Commercial Unit Owner shall have the right and easement to place on the exterior portion of the first floor of the Building any exterior lighting for the benefit of the Commercial Unit, provided such lighting conforms to applicable ordinances. All costs of installing, maintaining, repairing, and replacing any such lighting shall be borne solely by the Commercial Unit Owner. The Commercial Unit Owner or its tenant shall have the right to load and unload within the loading dock serving the applicable Commercial Unit from 7:00 am to 8:00 pm, seven days a week unless such time period is limited by ordinance, in which case the time period shall be as set forth in the applicable City ordinance.

(c) No Commercial Unit Owner, tenant of any Commercial Unit, or any Commercial Unit Customer will have the right to use any of the decks, hallways, gardens, stair ways, and other pathways which are Common Elements or Limited Common Elements and are located above the first floor of the Building. This paragraph will not restrict the rights of (i) any Residential Unit Owner or any Occupant of a Residential Unit, (ii) any guest or invitee of any Residential Unit Owner or Residential Unit

Occupant for ingress or egress to and from the corresponding Residential Unit or to and from (or use of) any Common Elements, or (iii) any tenant of a Residential Unit.

(d) No change in the primary overall use of any Commercial Unit is permitted without the prior written consent of the Declarant or the Board of Directors of the Association if the Declarant no longer owns any Unit in the Condominium. For example, if the use of a Commercial Unit is to change from restaurant to office use or from office use to retail use in each such case the prior written approval of the Declarant is required.

7.4 No Time-Shares. No Unit shall be subject to any time-share or similar arrangement, whether or not under Wis. Stats. Chapter 707.

7.5 Signs. No Owner, except Declarant, may erect, post, or display posters, signs, or advertising material on the Common Elements or at locations within a Unit that are visible from the Common Elements without the prior written consent of the Board. For so long as the Declarant owns any Unit the Declarant will have the right to install signs upon the Common Elements in Declarant's sole and absolute discretion without needing the approval or consent of any person or entity. Where Board consent is sought and obtained, the permitted signs shall be erected and maintained in accordance with all ordinances, Rules, regulations, and conditions applicable thereto. "Signs" as used herein shall be construed and interpreted in the broadest possible sense and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Building.

7.6 No Obstructions. No person shall cause or permit the General Common Elements to be used so as to deny any Owner or Occupant the full use of the General Common Elements or its Unit, except as may be approved by the Board on a temporary basis.

7.7 Parking and Exterior Storage. Outdoor parking of vehicles shall be permitted only in designated spaces, subject to any Rules. No person shall occupy, park or otherwise use a vehicle so as to block access. Exterior storage of trailers, campers, camping trucks, boats or other marine craft, house trailers, motorcycles, mopeds, motorized bicycles, snowmobiles, land vehicles, inoperative or unlicensed vehicles or the like shall not be permitted on the Condominium. No vehicle maintenance or lubrication shall be permitted anywhere in the Condominium, except washing of cars in an area as the Board may permit by Rule. No playground equipment, bicycle racks or other obstructions may be placed on the Common Elements except as the Board permits by Rule. Balconies and patios shall not be used for storage. The Board may adopt Rules that further limit or prohibit parking and storage on the Common Elements, including length of duration of parking, reservation of spaces for Association business, and the like. The Board may also adopt Rules that further limit or regulate the use of parking spaces that are Limited Common Elements.

7.8 Waste. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited, and garbage containers shall be situated only in locations designated by the Association.

7.9 Antennas. No antenna, aerial or cable for television or radio reception shall be erected or installed on or in any roof or any other portion of the Common Elements, except as erected or installed by Declarant, or by the Association, or by any individual Owner in accordance with the Rules.

7.10 Temporary Structures. No structure, trailer, tent, shack or barn, temporary or otherwise, shall be placed or maintained on any portion of the Condominium without written approval of the Board, except for construction trailers maintained by Declarant and its successors and assigns or the Association.

7.11 Quiet Enjoyment. Each Owner shall have the right to use its Unit in accordance with this Declaration and applicable law, free from unreasonable interference from other Owners and Occupants.

7.12 Noxious Activity. No use or practice shall be allowed on the Condominium which is immoral, improper or offensive in the opinion of the Board or which is in violation of the Condominium Documents. By way of example and not limitation, offensive activity shall include excessive amplification of musical instruments and/or audio or audio visual equipment. No gas, charcoal, wood or other "grilling" will be permitted on patios or balconies, provided that the Board may adopt Rules which permit but regulate grilling on either a case by case or on a general basis.

7.13 Environmental Matters. Each Owner and Occupant shall comply with all applicable governmental or Association statutes, ordinances, regulations or Rules relating to the storage, transport and release to, from, on or in such Unit of any substance or compound governed by any one or more of Wis. Stats. Chap. 144; CERCLA; TOCSA; RCRA; amendments to any of the foregoing; and similar laws now or hereafter in effect relating to the storage, transport or release of substances and compounds.

7.14 Uniformity of Appearance. The Association may, by Rule, require standards for the materials, colors, treatments and decorations for and on exterior doors and windows of units.

7.15 Pets. Pets shall be allowed within a Unit or the Common Elements, subject to the Rules.

7.16 Additional Restrictions. Additional restrictions on use and occupancy are contained in the Bylaws and the Rules.

ARTICLE 8. RECONSTRUCTION AND CONDEMNATION

8.1 Reconstruction. In the event of fire, casualty or any other disaster affecting one or more of the Units or Common Elements ("Damaged Premises"), the Damaged Premises shall be reconstructed and repaired, unless otherwise determined as provided below. Reconstruction and repair shall mean restoring the Damaged Premises to substantially the same condition as existed prior to the fire, casualty or disaster, and in accordance with the maps, plans and specifications used in the original construction insofar as practicable. The Board may authorize changes to the same with the consent of the Mortgagees of the Units so affected and with the recordation of an amendment to this Declaration noting the effects thereof.

8.2 Insufficient Proceeds. If insurance proceeds are insufficient to reconstruct or repair Common Elements, then, except as otherwise provided in Section 8.3, the Owners of all Units shall be assessed according to their Interests for the deficiency relating to the reconstruction or repair of Common Elements comprising Damaged Premises. The provisions of Article 5 shall apply to all sums assessed for any deficiency.

8.3 Partition. If insurance proceeds are insufficient to reconstruct or repair the General Common Elements (excluding any deductibles under the Association Insurance), then the Condominium shall be subject to an action for partition upon obtaining the written consent of all and Mortgagees. If such approval is not obtained within thirty (30) days from the date of adjustment of insurance proceeds, then no such action for partition shall be maintained or initiated.

8.4 Control of Adjustment and Restoration. The Association shall have the sole power to settle adjustments with the insurance carrier for Association Insurance. The Association shall have the sole power to engage contractors to restore the Common Elements and insured portions of the Units. The Association shall have no responsibility to repair, reconstruct or replace any improvements in a Unit which are not insured by Association Insurance or any improvements installed subsequent to initial construction of the Unit.

8.5 Construction Fund. Insurance proceeds and special assessments under Section 8.2 shall constitute a construction fund, with insurance proceeds disbursed first. Any surplus funds shall be held or distributed to Owners and their Mortgagees as their interests may appear, in accordance with their Interests.

8.6 Condemnation. If all or any portion of the Condominium is taken under the power of eminent domain or sold in settlement or anticipation of any pending or threatened proceeding, this Section shall control. Each Owner of an affected Unit shall have the right to appeal the necessity of the taking and amount of condemnation award with respect to its Unit and Limited Common Elements, if any, appurtenant to such Unit. The Association shall have the exclusive right to appeal the necessity of the taking and amount of the condemnation award with respect to the General Common Elements. Any settlement or decision on an appeal by the Association as to the General Common Elements shall be binding upon all Owners. Damages shall be awarded and Interests shall be adjusted as follows:

(a) Each Owner is entitled to the entire award for the taking of all or part of its Unit and Limited Common Elements appurtenant to such Unit and for consequential damages to the Unit.

(b) If no reconstruction is undertaken, any award for the taking of General Common Elements shall be allocated to all Owners in proportion to their respective Interests.

Where an entire Unit is taken, the Interests and votes on Association matters appertaining to the remaining Units shall be calculated post-condemnation in the same manner as provided in Section 3.1 but with respect only to the remaining Units. A partial taking of a Unit shall not include the Interest or vote appurtenant to the Unit. If Interests or votes are affected, the Association shall record an amendment, which discloses the nature of the taking and adjustments caused thereby. Following the taking of all or a part of the General Common Elements, the Association shall promptly undertake to restore the improvements of the General Common Elements to an architectural whole. Costs of restoration of General Common Elements in excess of the condemnation award shall be a common expense. If the Board determines that reconstruction or restoration is not practical, the entire Condominium shall be subject to an action for partition upon obtaining the written consent of Owners having seventy-five percent (75%) or more of the Interests. Upon partition, the net proceeds of sale of the General Common Elements, together with any net proceeds of the award for taking, shall be considered as one fund and divided among all

Owners in accordance with their Interests. If the seventy-five percent (75%) approving vote is not obtained within thirty (30) days of the Board decision, then reconstruction, including any necessary reconstruction of Units shall commence with costs of restoration of the General Common Elements in excess of condemnation proceeds assessed against all Owners in proportion to their Interests.

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 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.

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.

ARTICLE 10. AMENDMENT OF DECLARATION

10.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of Owners of Units which represent at least seventy percent (70%) of the Interests, or such greater percentage as may be required by the Act. An Owner's consent is not effective unless approved by the Unit's Mortgagee, if any. Amendments shall be prepared and executed by the President of the Association and shall become effective when recorded in the Register's Office. The amendment shall confirm that the required consents and approvals were obtained. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded.

10.2 Special Approvals of Certain Amendments. No amendment shall adversely affect a special right conferred on or reserved to Declarant under this Declaration without Declarant's prior written consent.

(b) If the revision or adoption of a building code or zoning ordinance prevents or substantially affects the construction of a Unit or Common Elements as platted, the Declarant may reasonably modify the Plat, by addendum in accordance with Section 703.095 of the Act, to the extent necessary to comply with the code or ordinance in order to construct the Units or Common Elements.

(c) If the revision or adoption of a building code or zoning ordinance prevents or substantially affects the reconstruction of a Unit or Common Element as platted, the Declarant, Owner, or Association, as appropriate, may reasonably modify the Plat, by addendum in accordance with Section 703.095 of the Act, to the extent necessary to comply with the code or ordinance in order to reconstruct the Unit or Common Elements.

10.3 Material Amendments. Any modification to this Declaration, which modifies Declaration provisions concerning the following issues shall require, in addition to the matters in Sections 10.1 or 10.2, approval by fifty-one percent (51%) of Mortgagees: (a) voting rights; (b) assessments, assessment liens, or the priority of assessment liens; (c) reserves for maintenance, repair, and replacement of Common Elements; (d) responsibility for maintenance and repairs; (e) reallocation of Interests in the General or Limited Common Elements, or rights to their use; (f) redefinition of any Unit boundaries; (g) convertibility of Units into Common Elements or vice versa; (h) expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the Condominium; (i) insurance or fidelity bond; (j) leasing of Units; (k) imposition of any restrictions on a Unit Owner's right to sell or transfer Owner's Unit; (l) a decision by the Association to establish self-management when professional management had been previously engaged; (m) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than as specified herein; (n) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or (o) any provisions that expressly benefit mortgage holders, insurers, or guarantors.

10.4 Amendments Regarding Commercial Units. Despite the foregoing, no amendment to this Declaration that effects the Owner of a Commercial Unit or its tenant may be made without the applicable Commercial Unit Owner's written consent, which consent may be withheld in such Commercial Unit Owner's absolute and sole discretion.

ARTICLE 11. RIGHTS OF MORTGAGE HOLDERS

11.1 Notice. Any Mortgagee of a Unit that makes written request on the Association for the following, identifying the name and address of such person and the Unit number or address, will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its mortgage;

(b) Any thirty (30) day delinquency in the payment of assessments owed by Owner of the Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing the Condominium which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;

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

(d) Any proposed action that requires the consent of Mortgagees as specified in Article 11.

11.2 Mortgagee Acquisition of Unit. A Mortgagee acquiring title to a Unit pursuant to remedies provided in its mortgage or by a deed in lieu of foreclosure following an Owner's default under the mortgage shall not be liable for such Unit's unpaid assessments accruing prior to the Mortgagee's acquisition of title to the Unit (except to the extent that any uncollected assessments may be included in any subsequent budget or revision to a budget).

11.3 Restoration. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications, unless other action is approved by at least fifty-one percent (51%) of Mortgagees.

11.4 Termination. Any election to terminate the Condominium must require Mortgagee approval as follows: (1) fifty-one percent (51%) in the case of such an election after substantial destruction or a substantial taking in condemnation of the Property, and (2) sixty-seven percent (67%) in all other cases.

ARTICLE 12. RIGHTS OF DECLARANT

12.1 Reserved Rights. Notwithstanding anything in this Declaration to the contrary, until the sale by Declarant of all Units in the Condominium, Declarant may:

(a) Manage and operate the Condominium in accordance with this Declaration, including the right to contract for professional management of the Condominium, subject to Section 4.4.

(b) Use the General Common Elements and any unsold Units on the Condominium in any manner as may facilitate the sale or leasing of all Units including, but not limited to, in connection therewith, maintaining a sales and/or rental office or offices and models (for this Condominium and any other projects sponsored by Declarant or its affiliates within 20 miles of the Condominium), and showing the Condominium or maintaining signs.

(c) Grant easements upon, over, through and across the General Common Elements as may be required for furnishing any kind of utilities services, which easements may be granted to itself or its nominee and/or as may be necessary for excavation and construction of any of the Units.

(d) Grant easements upon, over, through or across the General Common Elements for permanent or temporary ingress and egress to and from the Condominium and other real property adjacent to it.

(e) Lease Units owned by Declarant on such terms as Declarant desires.

(f) Make alterations and changes to the design or exterior materials of any Unit or part thereof during construction, if being constructed by Declarant.

(g) Make minor alterations or modifications to the Common Elements of the Condominium and repair, maintain, and clean the Common Elements of the Condominium.

(h) Make loans to the Association.

(i) Use the Common Elements and any Units owned by Declarant on the Condominium for the construction of the Condominium, the Buildings, the Common Elements, and any other improvements or amenities on the Property which are consistent with the Declaration.

12.2 Assignment of Declarant's Rights. Subject to any prohibitions within the Act, all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof) may be assigned as follows: (a) to any person by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register's Office, or (b) to any purchaser of the Declarant's rights in a foreclosure sale or deed in lieu of foreclosure, without any specific written assignment of Declarant's rights, or (c) to any person or entity to which Declarant's rights have been collaterally assigned upon the exercise of such person's or entity's rights under such collateral assignment, without any specific written assignment of Declarant's rights. An assignment of Declarant's rights is effective from the date of recordation of the assignment under (a), the deed under (b), or notice by such collateral assignee of such exercise under (c). A mortgage or other security interest granted in Declarant's rights does not confer on the mortgagee or holder of the security interest the right to act as Declarant without some further act under (a) or (b) or (c). From and after each assignment, only the assignee may act as Declarant under this Declaration with respect to the rights assigned and all prior persons holding Declarant's rights shall no longer be entitled to exercise such rights. No successor Declarant shall be responsible or liable for the obligations of a Declarant arising before the date on which successor Declarant may act as above.

ARTICLE 13. REMEDIES FOR VIOLATION BY OWNER

13.1 General Remedies. If any Owner or Occupant fails to comply with the Act, this Declaration, the Bylaws or the Rules, such Owner shall be liable for damages or any other remedy provided by the Bylaws or subject to injunctive relief, or all of the above, as a result of such noncompliance. The Association, or in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

13.2 Owner Violation; Association Right to Cure. In addition to any other remedies provided herein, if any Owner or Occupant fails to properly maintain its Unit or any part or portion thereof or the Limited Common Elements appurtenant thereto or otherwise comply with this Declaration, the Bylaws or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as the Association deems necessary or appropriate. Expenses incurred by the Association shall be assessed against the Unit and its Owner and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 5 of this Declaration. Once the Association has taken such an action, it may, but shall not be obligated to, take any

other or further action with respect to the same for a similar or subsequent failure by the same or a different Owner or Occupant of a particular Unit.

13.3 Eviction Actions Against Tenants. An Owner, as a condition of a rental or lease of the Owner's Unit, is deemed hereby to grant the Association power of attorney to bring an eviction action against a tenant of the Owner for failure to comply with the Condominium Documents or for any act or omission that constitutes grounds for eviction under Wisconsin Statutes Chapter 704 if the Owner, after being requested by the Association to evict the tenant, fails to take reasonable action to evict the tenant. An Owner shall be deemed to have taken reasonable action to evict the tenant if such Owner gives notice, terminates, or does not renew a tenant's lease or rental agreement within sixty (60) days after an eviction request. All eviction-related costs incurred by the Association in connection with this Section shall be the sole responsibility of the Owner. Any eviction action brought by the Association under this Section is subject to Wisconsin Statutes Chapters 704 and 799.

ARTICLE 14. SERVICE OF PROCESS

14.1 Agent. Service of process on the Association shall be made on:

AGENT: Name: Mark Neumann

Address: W330 N6233 Hasslinger Drive
Nashotah, Wisconsin 53058

Telephone: 262-966-1001

Any change in the person or location for the service of process designated by the Association may be accomplished by resolution adopted by a majority of the Board and by the filing of such change with the Department of Financial Institutions of the State of Wisconsin or such other office as shall then be designated for the filing of a change of registered agent for nonprofit corporations and shall become effective upon the recording of notice thereof in the Register's Office.

ARTICLE 15. EASEMENTS

15.1 Right of Entry. A right of entry to each Unit is reserved to the Association and its agents to service utility installations provided request for entry is made in advance and at a convenient time for the Owner. In case of emergency, entry of a Unit may be made immediately, whether the Owner or Occupant of the Unit is or is not present and without liability to the Association or its agents. Any damage or loss caused as a result of such emergency entry shall be at the sole expense of the Owner if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

15.2 Encroachments. If any portion of the Common Elements encroaches upon a Unit or any Unit encroaches upon the Common Elements or upon any other Unit or if any utility lines encroach upon either the Common Elements or a Unit, a valid easement for the encroachment and maintenance of such encroachment shall exist for the duration of the encroachment. Minor encroachments of parts of the Common Elements and utility lines due to reconstruction of part or all of a Unit shall be permitted and an easement for such encroachments and the maintenance thereof is prospectively reserved.

15.3 Further Easements. The Association may grant easements over and through the General Common Elements for such purposes as the Board deems reasonable for the benefit of the Owners.

15.4 Easements to the City. The Declarant may grant easements over and through the Common Elements to the City and to utility providers for such purposes as Declarant deems necessary in connection with the development and operation of the Condominium.

ARTICLE 16. CONSTRUCTION AND EFFECT

16.1 Pronouns. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. The term "person" includes all legal entities.

16.2 List Not Exhaustive. Whenever used herein, the term "including" preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

16.3 Headings. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

16.4 Severability. If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

16.5 Remedies. All remedies herein are cumulative.

16.6 Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

ARTICLE 17. LEASE

17.1 Lease. A portion of the Common Elements are subject to a Parking Lease between Declarant and the City which allows for municipal and public parking on a portion of the Common Elements (the "Parking Lease"). The Unit Owners acknowledge the existence of the Parking Lease and each Unit Owner agrees that is has had an opportunity to review the Parking Lease. The Declarant has no liability to any Unit Owner for any claim, suit, or proceeding arising out of or based on the Parking Lease. Each Unit Owner (other than Declarant) and the Association shall not bring any claim, suit or proceeding against Declarant based on or arising out of the Parking Lease. So long as Declarant owns any Unit, the Declarant will have the exclusive right to take action on behalf of the Association with respect to the Parking Lease.

[Signature Page Follows on Next Page]

Signature Page for Declaration of Condominium

Eagles Landing at Lac La Belle Condominium

Executed as of the 22 day of June, 2017.

DECLARANT:

EAGLES LANDING AT LAC LA BELLE CONDOMINIUM ASSOCIATION, INC.

By: _____

Name: Mark W. Neumann

Title: Manager

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF WAUKESHA)

Personally came before me this 22 day of June, 2017, the above-named Mark W. Neumann, to me known to be the Manager of Eagles Landing at Lac La Belle Condominium Association, Inc., and the person who executed the foregoing instrument in such capacity and acknowledged the same.

_____
Name: Kelly O'Donnell
Notary Public, Waukesha
My Commission: 12-18-21

KELLY O'DONNELL NOTARY PUBLIC STATE OF WISCONSIN

This instrument was drafted by:

Donald J. Murn
Axley Brynelson, LLP
N20W22961 Watertown Road
Waukesha, WI 53186

rev 4/2/2018
1 17 2018

Exhibit for Declaration

Lot 1 of Certified Survey Map 11569, recorded as document number 4281749 in the Waukesha County Register of Deeds on June 9, 2017, being a part of the Northwest ¼ of the Southwest ¼ of Section 33, Town 8 North, Range 17 East in the City of Oconomowoc, Waukesha County, Wisconsin.

EXHIBIT A

PLAT OF CONDOMINIUM

rev 4/2/2018
1 17 2018

2038

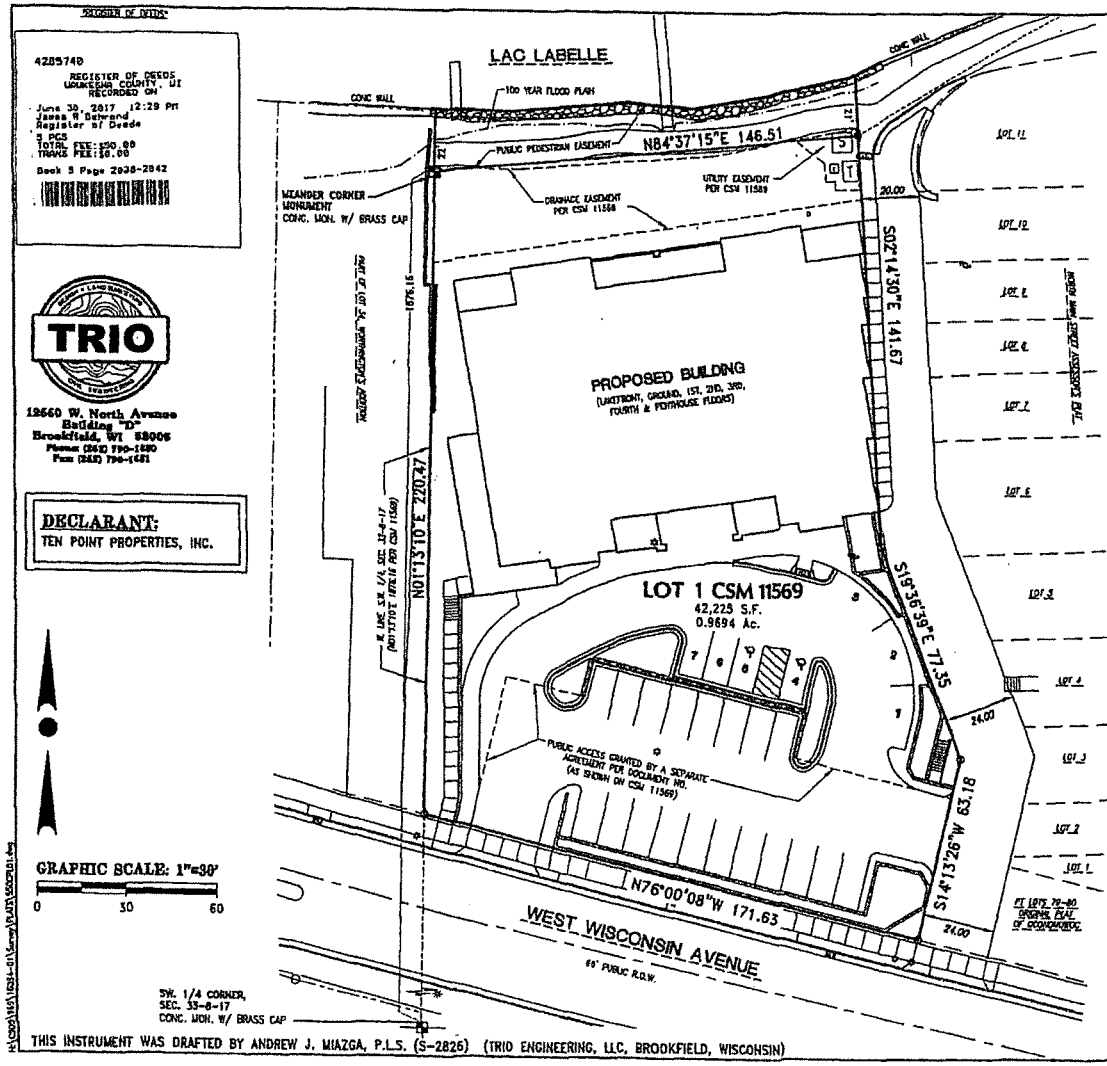
rev 4/2/2018
1 17 2018

"REGISTER OF DEEDS"

4285740
REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON
June 30, 2017 12:29 PM
James R Behrend
Register of Deeds
3 PGS
TOTAL FEE: $30.00
TRANS FEE: $0.00
Book 5 Page 2038-2042

TRIO
19560 W. North Avenue
Building "D"
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

DECLARANT:
TEN POINT PROPERTIES, INC.



GRAPHIC SCALE: 1"=30'
0 30 60

SW. 1/4 CORNER, SEC. 33-8-17
CONC. MON. W/ BRASS CAP

THIS INSTRUMENT WAS DRAFTED BY ANDREW J. MIAZGA, P.L.S. (S-2826) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

CONDOMINIUM PLAT OF EAGLES LANDING AT LAC LA BELLE

CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN

LEGAL DESCRIPTION: (DECLARED AREA)

Lot 1 of Certified Survey Map No. 11569, recorded as document no. 4281749 in the Waukesha County Register of Deeds on June 9, 2017, being a part of the Northwest 1/4 of the Southwest 1/4 of Section 33, Town 8 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin.

Said Declared Area contains 42,225 Square Feet (or 0.9694 Acres) of land, more or less.

NOTES:

- ALL BEARINGS ARE REFERENCED TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 17 EAST, BEARS N01°13'10"E.
- ALL PORTIONS OF THE PROPERTY THAT ARE NOT SPECIFIED AS LIMITED COMMON ELEMENTS OR AS A UNIT SHALL BE CONSIDERED A COMMON ELEMENT.
- GENERAL NOTES AND RESTRICTIONS PER CSM

1. THE 100-YEAR FLOOD ELEVATION IS 854.2 (NGVD 1929 DATUM)
2. THE ORDINARY HIGH WATER LINE (O.H.W.L.) IS ELEVATION 852.55 (NGVD 1929 DATUM)

DRAINAGE EASEMENT RESTRICTIONS:
ALL LANDS WITHIN AREAS LABELED "DRAINAGE EASEMENT" ARE RESERVED FOR STORM WATER COLLECTION, CONVEYANCE, TREATMENT OR INFILTRATION. NO BUILDINGS OR OTHER STRUCTURES ARE ALLOWED IN THESE AREAS. NO GRADING OR FILLING IS ALLOWED IN THESE AREAS THAT MAY INTERRUPT STORM WATER FLOWS IN ANY WAY. THE MAINTENANCE AGREEMENT MAY CONTAIN SPECIFIC MAINTENANCE REQUIREMENTS FOR THESE AREAS. THE CITY OF OCONOMOWOC OR THERE DESIGNEE ARE AUTHORIZED ACCESS TO THESE AREAS FOR PURPOSES OF INSPECTING THE STORM WATER MANAGEMENT PRACTICES OR ENFORCING THE TERMS OF THE MAINTENANCE AGREEMENT.

FLOODPLAIN/WETLAND/PRIMARY ENVIRONMENTAL CORRIDOR RESTRICTIONS:
THOSE AREAS IDENTIFIED AS FLOODPLAIN AREA ON THIS CERTIFIED SURVEY MAP SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

1. GRADING, FILLING AND REMOVAL OF TOPSOIL OR OTHER EARTHEN MATERIALS ARE PROHIBITED, UNLESS SPECIFICALLY AUTHORIZED BY THE CITY OF OCONOMOWOC AND, IF APPLICABLE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORP OF ENGINEERS.
2. THE INTRODUCTION OF PLANT MATERIAL NOT INDIGENOUS TO THE EXISTING ENVIRONMENT IS PROHIBITED UNLESS APPROVED BY THE CITY OF OCONOMOWOC.
3. PONDS ARE PROHIBITED UNLESS DESIGNED TO ENHANCE THE NATURAL ENVIRONMENT. PONDS THAT MAY BE PERMITTED ARE SUBJECT TO THE APPROVAL OF THE CITY OF OCONOMOWOC AND IF APPLICABLE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORP OF ENGINEERS.
4. THE CONSTRUCTION OF BUILDINGS IS PROHIBITED.

SURVEYOR'S CERTIFICATE:

I, ANDREW J. MIAZGA, do hereby certify that I have surveyed the above described property and this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements constructed or to be constructed upon the property.

This Condominium Plat is a correct representation of "EAGLES LANDING OF LAC LA BELLE" Condominiums, and the identification and location of each unit and the common elements of the Condominium can be determined from this Plat. The common elements are defined to be all of the condominium property except the individual units described in the Plat and the Declaration.

The survey makes no certification as to the accuracy of the interior line dimensions set forth on the diagrammatic floor plans of condominium buildings and units contained herein.

Dated this 22nd day of May, 2017.

WISCONSIN
ANDREW J. MIAZGA
S-2826
EAST TROY, WI
LAND SURVEYOR

Andrew J. Miazga, P.L.S.
Professional Land Surveyor S-2826

DATE: 5/22/17 5-22-17

2039

rev 4/2/2018
1 17 2018

CONDOMINIUM PLAT
OF

EAGLES LANDING AT LAC LA BELLE

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN

BUILDING PLAN DETAIL SHEET
SCALE: 1" = 20'

NOTE:
- BUILDINGS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION PER PLANS PROVIDED BY AO ARCHITECTURE AND NOT MEASURED AS-BUILT. THIS DOES NOT REPRESENT POSSIBLE CHANGES REQUESTED BY OWNER OR BUILDER.
- ALL ROOM SIZES, DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO CONSTRUCTION TOLERANCES AND VARIATIONS.

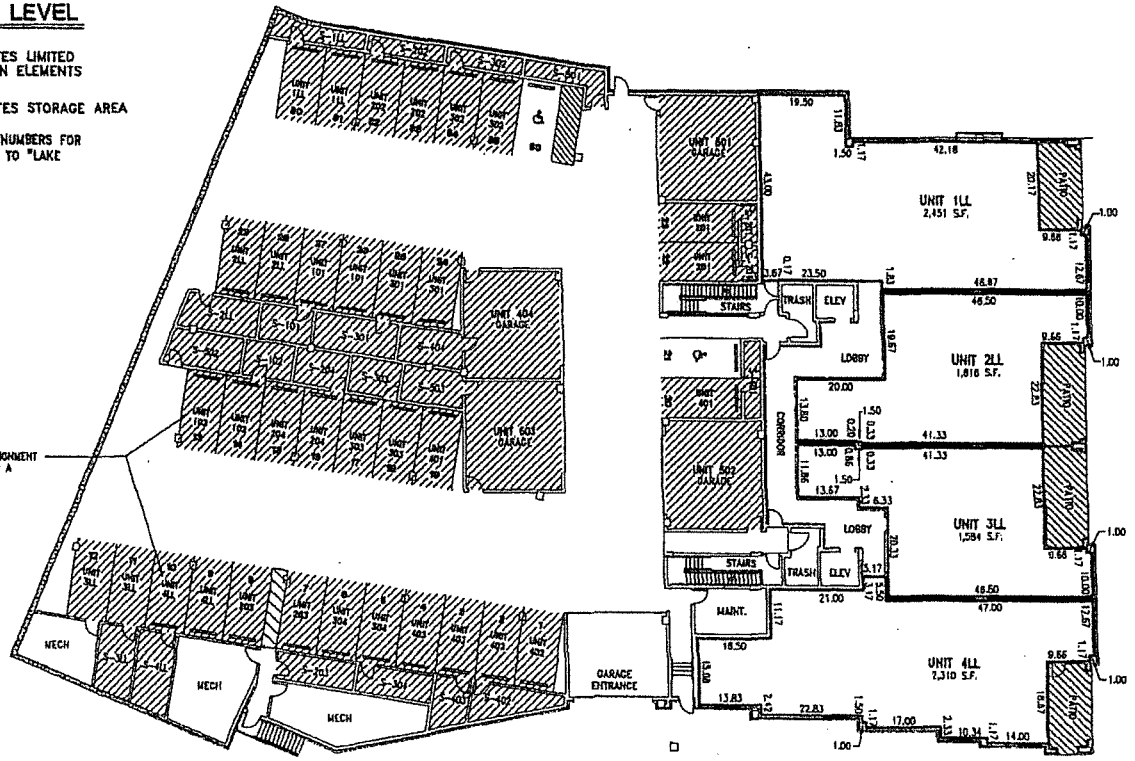
LAKEFRONT LEVEL

INDICATES LIMITED COMMON ELEMENTS

(S-000) INDICATES STORAGE AREA

"LL" IN THE UNIT NUMBERS FOR THIS FLOOR REFER TO "LAKE LEVEL"

UNIT REFERENCES ARE FOR ASSIGNMENT OF THE PARKING SPACE LCE TO A PARTICULAR UNIT



WISCONSIN
ANDREW J. MIAZGA
S-2826
EAST TROY, WI
LAND SURVEYOR
5-22-17

TRIO

12660 W. North Avenue
Building "D"
Brookfield, WI 53005
Phone (262) 790-1480
Fax (262) 790-1481

THIS INSTRUMENT WAS DRAFTED BY ANDREW J. MIAZGA, P.L.S. (S-2826) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

REV: 6/19/17
DATE: 5/22/17

2040

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CONDOMINIUM PLAT
OF

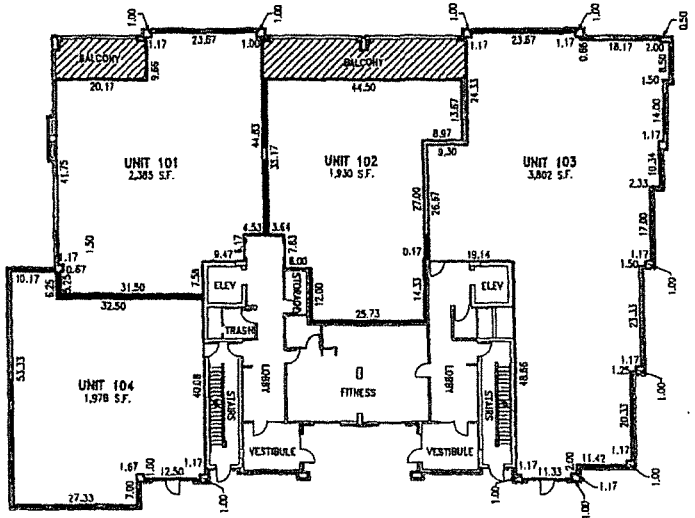
EAGLES LANDING AT LAC LA BELLE

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN

BUILDING PLAN DETAIL SHEET
SCALE: 1" = 20'

NOTE:
- BUILDINGS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION PER PLANS PROVIDED BY AG ARCHITECTURE AND NOT MEASURED AS-BUILT. THIS DOES NOT REPRESENT POSSIBLE CHANGES REQUESTED BY OWNER OR BUILDER.
- ALL ROOM SIZES, DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO CONSTRUCTION TOLERANCES AND VARIATIONS.

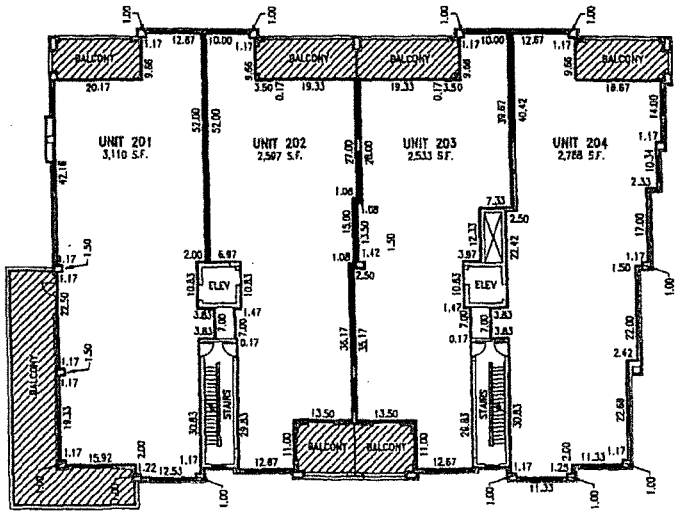
GRADE LEVEL



INDICATES LIMITED COMMON ELEMENTS



SECOND LEVEL



TRIO
12660 W. North Avenue
Building "D"
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

THIS INSTRUMENT WAS DRAFTED BY ANDREW J. MIAZGA, P.L.S. (S-2826) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 5/22/17

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CONDOMINIUM PLAT
OF

EAGLES LANDING AT LAC LA BELLE

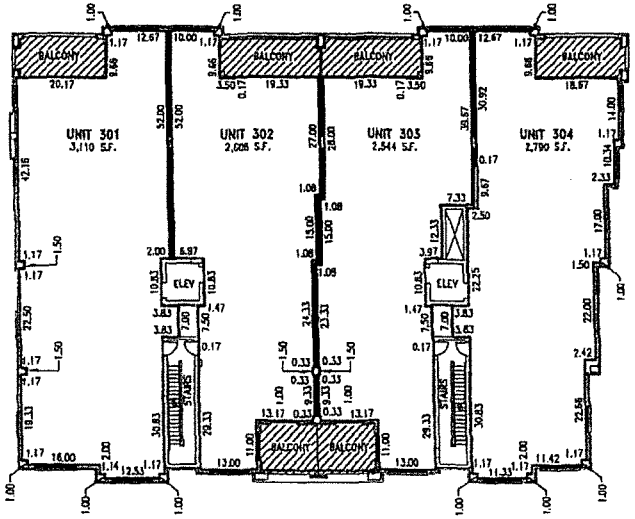
CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN

BUILDING PLAN DETAIL SHEET

SCALE: 1" = 20'

NOTE:
- BUILDINGS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION PER PLANS PROVIDED BY AG ARCHITECTURE AND NOT MEASURED AS-BUILT. THIS DOES NOT REPRESENT POSSIBLE CHANGES REQUESTED BY OWNER OR BUILDER.
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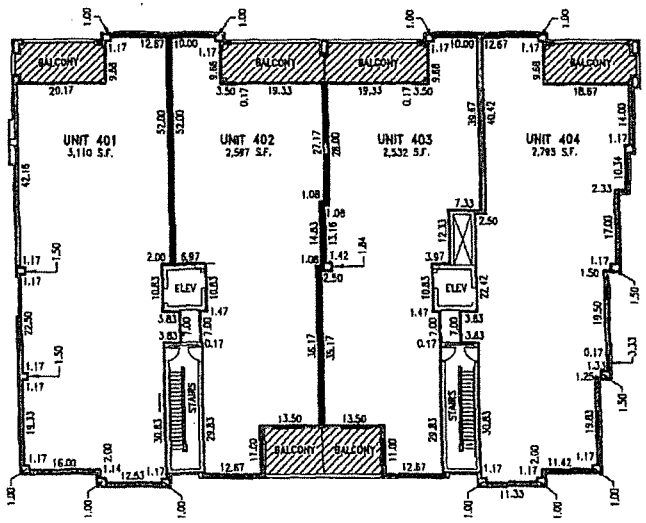
THIRD LEVEL



INDICATES LIMITED COMMON ELEMENTS



FOURTH LEVEL



TRIO
12660 W. North Avenue
Building "D"
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

2042

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1 17 2018

CONDOMINIUM PLAT
OF

EAGLES LANDING AT LAC LA BELLE

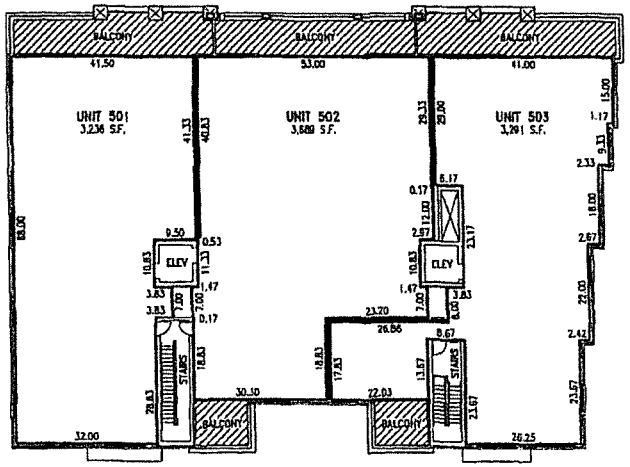
CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN

BUILDING PLAN DETAIL SHEET
SCALE: 1" = 20'

NOTE:
- BUILDINGS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION PER PLANS PROVIDED BY AC ARCHITECTURE AND NOT MEASURED AS-BUILT. THIS DOES NOT REPRESENT POSSIBLE CHANGES REQUESTED BY OWNER OR BUILDER.
- ALL ROOM SIZES, DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO CONSTRUCTION TOLERANCES AND VARIATIONS.

INDICATES LIMITED COMMON ELEMENTS

PENTHOUSE LEVEL



ANDREW J. MIAZGA
S-2826
EAST TROY, WI
WISCONSIN
LAND SURVEYOR
5-22-17

TRIO

12660 W. North Avenue
Building "D"
Brookfield, WI 53005
Phone (262) 790-1480
Fax (262) 790-1481

THIS INSTRUMENT WAS DRAFTED BY ANDREW J. MIAZGA, P.L.S. (S-2826) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 5/22/17

EXHIBIT B

ASSIGNMENT OF LIMITED COMMON ELEMENTS

Unit	Parking	Storage Unit
LL1	30,31	S-LL1
LL2	28,29	S-LL2
LL3	11,12	S-LL3
LL4	9,10	S-LL4
101	26,27	S-101
102	13,14	S-102
201	22,23	S-201
202	32,33	S-202
203	7,8	S-203
204	15,16	S-204
301	24,25	S-301
302	34,35	S-302
303	17,18	S-303
304	5,6	S-304
401	19,20	S-401
402	1,2	S-402
403	3,4	S-403
404	GARAGE 3	S-404
501	GARAGE 4	S-501
502	GARAGE 1	S-502
503	GARAGE 2	S-503

***Note: Garages are assigned to the Units as noted on the plat.**

Tab 3

RECEIVED

APR 06 2018

Wisconsin Department of Financial Institutions

FILING FEE $25.00
☐ OPTIONAL EXPEDITED SERVICE + $25.00

DO NOT STAPLE

Sec. 181.1005
Wis. Stats.

State of Wisconsin
Department of Financial Institutions
Division of Corporate and Consumer Services

ARTICLES OF AMENDMENT – NONSTOCK CORPORATION

A. The present corporate name (prior to any change effected by this amendment) is:

EAGLES LANDING AT LAC LA BELLE CONDOMINIUM ASSOCIATION, INC.

(Enter Corporate Name)

Text of Amendment (*Refer to the existing articles of incorporation and the instructions on the reverse of this form. Determine those items to be changed and set forth the number identifying the paragraph being changed and how the amended paragraph is to read.*)

RESOLVED, THAT the articles of incorporation be amended as follows:

Article VIII of the articles of incorporation is hereby deleted and replaced with the following:
"ARTICLE VIII: Amendment of these Articles of Incorporation shall require the affirmative vote of those members holding 70% or more of the total Interests of all members."

B. Amendment(s) adopted on April 2, 2018

(*Indicate the method of adoption by checking (X) the appropriate choice below.*)

☐ In accordance with sec. 181.1002, Wis. Stats. (By the Board of Directors)

OR

☑ In accordance with sec. 181.1003, Wis. Stats. (By Members)

OR

☐ In accordance with sec. 181.1004, Wis. Stats. (By Members voting by Class)

C. Approval by 3rd Person (Contingency Statement)

☑ Written approval for amending the articles of incorporation was obtained from the person whose approval is required by a provision of the articles of incorporation authorized under sec. 181.1030.

D. Executed on 4-2-18 (Date)

(Signature)

Title: ☑ President ☐ Secretary
or other officer title _____

Mark Neumann
(Printed name)

This document was drafted by Attorney Edward J. Lawton
(Name the individual who drafted the document)

ARTICLES OF AMENDMENT (Ch. 181, Nonstock)

Edward J. Lawton
Axley Brynelson, LLP
N20W22961 Watertown Road
Waukesha, WI 53186

▲ Your **return address** and **phone number** during the day: (262) 409 - 2278

INSTRUCTIONS (Ref. sec. 181.1005 Wis. Stats. for document content)

Please use BLACK Ink. Submit one original document to State of WI – Dept. of Financial Institutions Box 93348 Milwaukee WI 53293-0348, together with a **FILING FEE of $25.00,** payable to the department. Filing fee is **non-refundable.** (If sent by Express or Priority U.S. mail, address to 201 W. Washington Ave., Suite 300, Madison WI, 53703). The original must include an original manual signature, per sec. 181.0120(2), Wis. Stats. **NOTICE:** This form may be used to accomplish a filing required or permitted by statute to be made with the department. Information requested may be used for secondary purposes. If you have any questions, please contact the Division of Corporate & Consumer Services at 608-261-7577. Hearing-impaired may call 711 for TTY.

A. Enter the name of the corporation (before any change effected by this amendment) and the text of the amendment(s). The text should recite the resolution adopted (e.g., "Resolved, that Article 1 of the articles of incorporation be amended to read: . . . . . (set forth the amended article).

B. Enter the date of adoption of the amendment(s). If there is more than one amendment, identify the date of adoption of each. Mark (X) one of the three choices to indicate the method of adoption of the amendment(s).

   By Board of Directors – Refer to sec. 181.1002 for specific information on the character of amendments that may be adopted by the Board of Directors without the approval of members with voting rights.

   By Members – Adoption by members requires 2/3rd of votes cast or a majority of the voting power, whichever is less, except as conditioned by the articles of incorporation, bylaws, ss. 181.1002(1), 181.1030 or other provisions of Ch. 181, Wis. Stats.

   By Members thru Class Voting – Refer to sec. 181.1004 for specific information on class voting by members.

C. Approval by Other Person – Amendment of the articles of incorporation may require the approval of a person other than the board or members, if so specified in the articles of incorporation under sec. 181.1030.

D. Enter the date of execution and the name and title of the person signing the document. The document must be signed by one of the following: An **officer** of the corporation (or incorporator if directors have not been elected), or a court-appointed receiver, trustee or fiduciary. A director is **not** empowered to sign.

   If the document is executed in Wisconsin, sec. 182.01(3) provides that it shall not be filed unless the name of the person (individual) who drafted it is printed, typewritten or stamped thereon in a legible manner. If the document is not executed in Wisconsin, enter that remark.

STATE OF WISCONSIN
FILED

JUN 2 3 2017

DEPARTMENT OF
FINANCIAL INSITUTIONS

ARTICLES OF INCORPORATION

OF

EAGLES LANDING AT LAC LA BELLE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I	NAME	2
ARTICLE II	PERIOD OF EXISTENCE	2
ARTICLE III	PURPOSES	2
ARTICLE IV	MEMBERS AND VOTING	2
ARTICLE V	PRINCIPAL OFFICE AND REGISTERED AGENT	3
ARTICLE VI	DIRECTORS	3
ARTICLE VII	INCORPORATOR	3
ARTICLE VIII	AMENDMENTS	3
ARTICLE IX	STOCK, DIVIDENDS AND DISSOLUTION	4

rev 4/2/2018
1 17 2018

STATE OF WISCONSIN
FILED

JUN 23 2017

DEPARTMENT OF
FINANCIAL INSITUTIONS

ARTICLES OF INCORPORATION

OF

EAGLES LANDING AT LAC LA BELLE CONDOMINIUM ASSOCIATION, INC.

The undersigned, being a natural person over the age of eighteen (18) years and acting as incorporator for the purpose of forming a non-stock, non-profit corporation under the provisions of Chapter 181 of the Wisconsin Statutes (the "Law"), does hereby adopt these Articles of Incorporation.

ARTICLE I
NAME

The name of the corporation shall be the EAGLES LANDING AT LAC LA BELLE CONDOMINIUM ASSOCIATION, INC. (the "Association").

ARTICLE II
PERIOD OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE III
PURPOSES

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

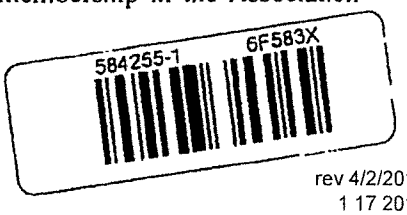
(a) To serve as an association of unit owners who own real estate and improvements under the condominium form of use and ownership as provided in Chapter 703 of the Wisconsin Statutes as the same may be amended, renumbered or renamed from time to time (the "Act"), and subject to the terms and conditions of the Declaration of Condominium of Eagles Landing at Lac La Belle Condominium (the "Declaration") as recorded in the office of the Register of Deeds for Waukesha County, Wisconsin (capitalized terms herein shall have the same meaning as set forth in the Declaration);

(b) To provide for the administration, maintenance, preservation and control of Eagles Landing at Lac La Belle Condominium ("Condominium") in accordance with and in furtherance of the Declaration created under and pursuant to the Act; and

(c) To engage in any lawful activity within the purposes for which a non-stock, non-profit corporation may be organized under the Law, subject to the Act and the Declaration.

ARTICLE IV
MEMBERS AND VOTING

The record Owner of a Unit shall automatically be a member of the Association upon becoming such Owner and shall remain a member hereof until such time as his, her or its ownership ceases for any reason, at which time his, her or its membership in the Association



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1 17 2018

PAGE 1/1 REC'D 6/22/2017 1:39:53 PM [Central Daylight Time] PRD 08267813

shall automatically cease. The respective rights and qualifications of each of the members of the Association are set forth in the Bylaws of the Association. As set forth in the Declaration, the record Owner of a Unit shall be the holder of the fee simple title to such Unit, unless the Unit is subject to a land contract, in which event the record Owner shall be the holder of the purchaser's interest in such land contract.

ARTICLE V
PRINCIPAL OFFICE AND REGISTERED AGENT

The location and address of the principal office of the Association and its initial registered office shall be W330 N6233 Hasslinger Drive, Nashotah, Wisconsin 53058. The initial registered agent shall be Mark W. Neumann whose address is W330 N6233 Hasslinger Drive, Nashotah, Wisconsin 53058.

ARTICLE VI
DIRECTORS

The number of directors constituting the Association's Board of Directors, and the manner in which such directors shall be elected, appointed or removed, shall be as provided in the Declaration and the Association's Bylaws.

The number of the directors constituting the initial Board of Directors shall be three (3), and the names and addresses of the initial directors are:

Mark Neumann, W330 N6233 Hasslinger Drive, Nashotah, WI 53058
Sue Neumann, W330 N6233 Hasslinger Drive, Nashotah, WI 53058
Kelly O'Donnell, W330 N6233 Hasslinger Drive, Nashotah, WI 53058

ARTICLE VII
INCORPORATOR

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

Edward J. Lawton
Axley Brynelson, LLP
N20W22961 Watertown Road
Waukesha, Wisconsin 53186

ARTICLE VIII
AMENDMENTS

Amendment of these Articles of Incorporation shall require the affirmative vote of those members holding 70% or more of the total Interests of all members; provided, however, that for so long as Ten Point Properties, Inc. ("Declarant"), or any of Mark W. Neumann or Sue A. Neumann (collectively, with Declarant herein referred to as "Developer"), owns all or part of any Unit in the Condominium, no amendment may be made to these Articles of Incorporation

without first obtaining the prior written consent of each Developer who then owns all or part of any Unit in the Condominium.

ARTICLE IX
STOCK, DIVIDENDS AND DISSOLUTION

The Association shall not have, nor shall it issue, shares of stock. No dividend shall ever be paid and no part of the assets or surplus of the Association shall be distributed to its members, directors or officers. The Association may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered and may confer benefits upon its members in conformity with its purposes.

The Association may be dissolved upon the affirmative vote of those members holding 70% or more of the total Interests of all members subject to the following conditions: that (i) such dissolution is in conjunction with the reorganization of the Association as another form of entity to serve as the association of Unit Owners under the Wisconsin Condominium Act, and (ii) the successor entity which will serve as the association of Unit Owners assumes in writing any obligations and rights then existing pursuant to contracts, if any, between the Association and Developer. So long as any Developer owns all or part of any Unit in the Condominium the Association may not be dissolved without first obtaining the written consent of each Developer who then owns all or part of any Unit in the Condominium. Any proposed dissolution that fails to satisfy the conditions set forth in clauses (i) and (ii) above shall require the affirmative vote of those members holding 70% or more of the total Interests of all of the members and the written consent of each Developer who then owns all or part of any Unit in the Condominium. Upon dissolution of the Association, other than incident to a merger or consolidation, all of its assets, after payment of its liabilities, shall be distributed to the members of the Association in accordance with their respective undivided percentage interest in the Common Elements.

Executed in duplicate on this 20th day of June, 2017.

Edward J. Lawton, Incorporator

[ACKNOWLEDGMENT FOLLOWS NEXT PAGE]

STATE OF WISCONSIN
FILED

JUN 23 2017

DEPARTMENT OF
FINANCIAL INSITUTIONS

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me, this 20 day of June, 2017, the above named Edward J. Lawton, to me known to be the person who executed the foregoing Articles of Incorporation, and acknowledged that he executed the same for the purposes therein contained.

Sharon A. Manlick
Notary Public, State of Wisconsin
My commission: 9/17/17



This document was drafted by
and should be returned to:
Edward J. Lawton
Axley Brynelson, LLP
N20W22961 Watertown Road
Waukesha, WI 53186



For Office



State of Wisconsin

Department of Financial Institutions

Endorsement

ARTICLES OF INCORPORATION - CHAP 181

EAGLES LANDING AT LAC LA BELLE CONDOMINIUM ASSOCIATION, INC.

Received Date: 6/21/2017 **Filed Date: 6/23/2017**

Filing Fee: $35.00

Expedited Fee: $25.00 Entity ID#: E050426

Total Fee: $60.00

Tab 4

AMENDED AND RESTATED BY-LAWS

OF

EAGLES LANDING AT LAC LA BELLE CONDOMINIUM ASSOCIATION, INC.

TABLE OF CONTENTS

ARTICLE 1. NAME AND LOCATION....4

1.1 NAME....4
1.2 LOCATION....4

ARTICLE II APPLICATION, MEMBERSHIP AND INITIAL ORGANIZATION....4

2.1 APPLICATION....4
2.2 MEMBERS....4
2.3 BOARD/INITIAL ORGANIZATION....4

ARTICLE III VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES....5

3.1 VOTING....5
3.2 MAJORITY OF OWNERS....5
3.3 QUORUM....5
3.4 PROXIES....5

ARTICLE IV MEETINGS OF THE OWNERS....6

4.1 ROSTER OF OWNERS....6
4.2 PLACE OF MEETINGS....6
4.3 ANNUAL MEETING....6
4.4 SPECIAL MEETINGS....6
4.5 NOTICE OF MEETINGS....6
4.6 ADJOURNED MEETINGS....6
4.7 PARLIAMENTARY PROCEDURE....6
4.8 ORDER OF BUSINESS....7

ARTICLE V BOARD OF DIRECTORS....7

5.1 NUMBER AND QUALIFICATION....7
5.2 ELECTION AND TERM OF OFFICE....7
5.3 POWERS AND DUTIES....7
5.4 FEES....8
5.5 VACANCIES....8
5.6 REMOVAL OF DIRECTORS....8
5.7 ORGANIZATION MEETING....8
5.8 REGULAR MEETINGS....8
5.9 SPECIAL MEETINGS....9
5.10 WAIVER OF NOTICE....9
5.11 BOARD QUORUM....9
5.12 FIDELITY BONDS....9
5.13 LIABILITY OF DIRECTORS AND OFFICERS....9
5.14 UNANIMOUS CONSENT....9
5.15 INDEMNITY OF DIRECTORS AND OFFICERS....10

ARTICLE VI OFFICERS....10

6.1 DESIGNATION....10
6.2 ELECTION OF OFFICERS....10
6.3 REMOVAL OF OFFICERS....10
6.4 PRESIDENT....11
6.5 VICE PRESIDENT....11
6.6 SECRETARY....11
6.7 TREASURER....11
6.8 COMPENSATION....11

ARTICLE VII BUDGET, ASSESSMENTS AND DEPOSITORIES....11

7.1 BUDGET....11
7.2 ASSESSMENTS....11
7.3 UNPAID ASSESSMENT COULD CAUSE LOSS OF VOTE OR LIEN ON UNIT....12
7.4 DEPOSITORIES....12

ARTICLE VIII COMMON ELEMENTS....12

8.1 USE OF COMMON ELEMENTS....12
8.2 RIGHT OF ENTRY....12
8.3 PETS AND OTHER ANIMALS....13

ARTICLE IX AMENDMENTS....14

9.1 AMENDMENTS....14

ARTICLE X MORTGAGES, STATEMENT OF UNPAID ASSESSMENTS....14

10.1 NOTICE TO ASSOCIATION....14
10.2 NOTICE OF UNPAID ASSESSMENTS....14
10.3 NOTICE TO MORTGAGEE....14

ARTICLE XI CONFLICTS....15

11.1 CONFLICTS....15

ARTICLE XII....15

ARTICLE XIII FISCAL YEAR; TAX STATUS....15

13.1 FISCAL YEAR....15
13.2 TAX STATUS....15

AMENDED AND RESTATED BY-LAWS
OF
EAGLES LANDING AT LAC LA BELLE CONDOMINIUM ASSOCIATION, INC.

ARTICLE 1.
NAME AND LOCATION

1.1 Name.

The name of the corporation shall be Eagles Landing at Lac La Belle Condominium Association, Inc. (the "Association").

1.2 Location.

The principal office of the Association shall be 128 W. Wisconsin Avenue, Oconomowoc, WI 53066. The Association may have offices at such other places as the Board of Directors may from time to time determine or the Association may from time to time require.

ARTICLE II
APPLICATION, MEMBERSHIP AND INITIAL ORGANIZATION

2.1 Application.

These By-Laws, together with the Declaration of Condominium of Eagles Landing at Lac La Belle Condominium as amended (the "Declaration"), the Articles of Incorporation for Eagles Landing at Lac La Belle Condominium Association, Inc., all amendments to the foregoing, all rules and regulations passed by the Association, and Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time, shall apply to, govern and control the real property and improvements both currently and as hereafter constructed as located in the City of Oconomowoc, Waukesha County, Wisconsin and more particularly described in "Exhibit A" of the Declaration. Any and all present or future owners, tenants, employees and other persons using the Condominium shall be governed by the Declaration; these By-Laws; the Articles; and the Act. The mere acquisition, rental or occupancy of a Unit within the Condominium will signify the acceptance and ratification of these By-Laws by all such persons. Capitalized terms used herein but not defined herein have the meanings used in the Declaration. Nothing in these By-Laws shall limit the rights or powers of the Declarant under the Declaration.

2.2 Members.

"Members" of the Association shall consist of all "Owners" as that term is defined in the Declaration.

2.3 Board/Initial Organization.

The business and affairs of the Corporation shall be managed by its Board of Directors, which shall consist of 3 directors until the first of the events described in Section 4.3(a)(1)-(3) of the Declaration occur and thereafter shall consist of 5 directors. Not more than one of the Directors

may be a non-Member, except for Directors appointed by the Declarant or officers of the Declarant. The Board shall have the powers, duties and responsibilities set forth in the Act, the Declaration and the Articles. Declarant shall designate the initial board of directors. Such members of the board, or successors to any of them as designated by Declarant, shall serve until a replacement is elected pursuant to Section 4.3(b), (c), and/or (d) of the Declaration (as applicable).

ARTICLE III
VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

3.1 Voting.

(a) Except as set forth in the Declaration, each Unit is vested with one vote so that the total number of votes is equal to the number of Units in the Condominium. There shall be no cumulative voting.

(b) If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the Owners of the Unit and filed with the Secretary of the Association. If the owners of a Unit cannot agree on how to vote, such Unit shall lose its vote for the particular item to be voted upon.

(c) If a Unit is owned by a legal entity, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by a duly authorized officer of such entity and filed with the Secretary of the Association. Certificates of appointment shall be valid until revoked or superseded by a subsequent certificate or a change in ownership to the Unit occurs.

3.2 Majority of Owners.

A matter shall be deemed approved if approved by those Owners holding more than fifty (50%) percent of the votes to be cast on the particular matter to be voted upon.

3.3 Quorum.

Except as otherwise provided in these By-Laws, the presence in person or by proxy of voters holding more than fifty percent (50%) of all votes shall constitute a quorum.

3.4 Proxies.

Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE IV
MEETINGS OF THE OWNERS

4.1 Roster of Owners.

Each Owner shall furnish the Association with the Owner's name and current mailing address. Until an Owner has furnished such information, the Owner may not vote at meetings of the Association.

4.2 Place of Meetings.

Meetings of the Association shall be held at such place as is designated by the Board.

4.3 Annual Meeting.

The annual meeting of the Association shall be held on the first Tuesday of November of each year, or such other date as is selected by the Board. At the annual meeting, Directors may be elected by the Owners. The Owners may also transact such other business of the Association as may properly come before them.

4.4 Special Meetings.

The President shall call a special meeting of the Owners if directed by resolution of the Board or upon a petition signed by the Owners with more than 50% of the Interests and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice. So long as the Declarant owns all or part of any Unit in the Condominium the Declarant will have the power to call a special meeting of the Owners.

4.5 Notice of Meetings.

The Secretary shall deliver or mail a notice of each meeting, stating its purpose and the time and place where it is to be held, to each Owner at the address shown on the roster, at least ten (10) days but not more than thirty (30) days prior to such meeting, unless waivers are duly executed by all Owners. The delivery or mailing of a notice in the manner provided in this Section shall be considered notice served, effective upon the date of delivery or mailing.

4.6 Adjourned Meetings.

If a quorum does not attend a meeting, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called and no additional notice shall be required.

4.7 Parliamentary Procedure.

Except where inconsistent with these By-Laws, meeting of the Association shall be conducted in accordance with a current edition of Roberts Rules of Order.

4.8 Order of Business.

The order of business at all meetings of the Members shall be as follows:

(a) Roll call.

(b) Proof of Notice of meeting or waiver of notice.

(c) Reading of minutes of preceding meeting.

(d) Reports of officers.

(e) Reports of committees.

(f) Election of directors (when applicable).

(g) Unfinished business.

(h) New business.

ARTICLE V
BOARD OF DIRECTORS

5.1 Number and Qualification.

The affairs of the Association shall be governed by a Board of Directors, subject to the provisions of Section 2.2.

5.2 Election and Term of Office.

The terms of office of the Directors shall be fixed for 2 years each. The Board will, as Directors are elected in accordance with Section 2.3 and thereafter from time to time, establish procedures so as to stagger the terms of the Directors. If 2 or more Directors are to be elected at the same time for differing terms of office, then at the time of the election, each candidate shall declare, before the votes are cast, the length of the term as Director for which he or she is a candidate. Each director shall hold office until a successor is elected and the successor has attended his or her first meeting of the Board. When more than one Director is to be elected at any meeting, each Member shall cast votes for candidates equal in number to the Directors to be elected; provided, however, that a Member may not cast more than one (1) vote for each Unit owned by the Member for any single candidate. The candidates who are elected shall be those receiving the greatest number of votes, in decreasing order, until the number of Directors to be elected have been so elected.

5.3 Powers and Duties.

The Board shall have the powers necessary to administer the Condominium including the following:

(a) Make and enforce (including enforcement through the establishment of a system of fines), rules and regulations, and amendments thereto from time to time, respecting the operation, use and occupancy of the Condominium.

(b) Adopt a budget and make and collect assessments from the Members in accordance with the provisions of the Declaration, and expend said assessments for insurance, taxes, utility services for and maintenance, repair and operation of the Common Elements of the Condominium as required under the Declaration or for such other purposes as fall within the responsibility of the Association and general powers of the Board.

(c) Execute contracts on behalf of the Association, employ necessary personnel, and carry out all functions and purposes necessary for the operation of the Condominium.

(d) Satisfy all liens against the Condominium and pay necessary expenses connected therewith.

(e) Employ a professional property manager, management company or managing agent on a salaried basis to perform such duties as the Board shall authorize including but not limited to, the duties listed in this Section.

(f) Perform such other functions as are required by law.

5.4 Fees.

No fee or other compensation shall be paid to any member of the Board at any time.

5.5 Vacancies.

A vacancy on the Board created by any reason other than removal by a vote of the Members shall be filled by vote of the majority of the remaining Directors, even though they constitute less than a quorum. Each person so elected shall be a director until a successor is elected at the next annual meeting of the Association.

5.6 Removal of Directors.

At any regular or special meeting duly called, any one (1) or more of the Directors elected by the Members may be removed with or without cause by a majority of the Members and a successor elected by the Members to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

5.7 Organization Meeting.

The first meeting of a Board, after one (1) or more Directors is newly elected, shall be held within thirty (30) days of such election at such place as determined by the Board at the meeting at which such Directors were newly elected. No notice shall be necessary in order to legally constitute such meeting, providing a majority of the whole Board shall be present.

5.8 Regular Meetings.

Regular meetings of the Board may be held at such time and place as is designated by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each director, personally or by mail, telephone, email, or telefacsimile at least three (3) days prior to the day named for each meeting.

5.9 Special Meetings.

A special meeting of the Board may be called by the President on three (3) days' notice to each director, given personally or by mail, telephone, email, or telefacsimile, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner on the written request of at least two (2) or more Directors. So long as Declarant owns any Unit in the Condominium the Declarant will have the right to call a special meeting of the Board in the same manner as the President.

5.10 Waiver of Notice.

Before or at any meeting of the Board, any director may waive notice of such meeting in writing and such waiver shall be deemed the equivalent of notice duly given. Attendance by a director at any meeting of the Board shall also be deemed a waiver of notice. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.11 Board Quorum.

A majority of the Directors shall constitute a quorum for the transaction of business at all Board meetings. If, at any meeting of the Board, less than a quorum is present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the original meeting may be transacted without further notice.

5.12 Fidelity Bonds.

The Association shall furnish and pay adequate fidelity bonds for all officers and employees of the Association responsible for Association funds.

5.13 Liability of Directors and Officers.

No director or officer of the Association shall be personally liable to the Association or Members for any loss or damage suffered on account of any action taken or omitted to be taken in that person's capacity as a director or officer of the Association if such person (a) exercised and used the same degree of care and skill as a prudent individual would exercise under the circumstances in the conduct of such individual's own affairs, or (b) acted or took no action based upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which was reasonably believed to be true. The foregoing shall not be exclusive of any other right or defense.

5.14 Unanimous Consent.

Any action required or permitted to be taken by the Board under the Declaration, Articles of Incorporation or these By-Laws at a meeting may be taken without a meeting if a written consent setting forth the action so taken, is signed by all Directors then in office.

5.15 Indemnity of Directors and Officers.

Every person who is or was a director or officer of the Association (together with the personal representatives and heirs of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason of service as a director or officer, except as to matters resulting in a final determination of gross negligence or willful misconduct on the part of such director or officer. In event of settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance as a director of officer in relation to the matter involved. The Association, by its Board, may indemnify in like manner, or with any limitations, any employee or former employee of the Association, with respect to any action taken or not taken as an employee. This right of indemnification shall be in addition to all other rights and defenses. All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with the foregoing indemnification shall be a Common Expense; provided, however, that nothing in this Section shall be deemed to obligate the Association to indemnify any Member who is or has been an employee, director or officer of the Association with respect to duties or obligations imposed by the Declaration, Articles or these By-Laws due to status as a Member of the Association.

ARTICLE VI
OFFICERS

6.1 Designation.

The three principal officers of the Association shall be a President, Vice President, and Secretary-Treasurer, each of whom shall be elected by the Board and serve one (1) year terms. The Directors may appoint an assistant treasurer and an assistant secretary, and such other officers as in their judgment may be necessary. Officers may, but need not, be Directors. In the discretion of the Board from time to time, the Board may separate the offices of Secretary and Treasurer, so that there are 4 officers, and may thereafter consolidate such offices so that there are again only 3 officers.

6.2 Election of Officers.

The officers of the Association shall be elected annually by the Board at its organizational meeting following the annual meeting. Officers shall hold office at the pleasure of the Board.

6.3 Removal of Officers.

Upon an affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and a successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose. If an officer is also a Director, then removal of such person from office does not remove such person from the Board; reference is made to Section 5.6.

6.4 President.

The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties which usually vested in the office of president of a non-profit corporation, including, but not limited to, the power to appoint committees from among the Members from time to time as appropriate to assist in the conduct of the affairs of the Association.

6.5 Vice President.

The Vice President shall take the place of the President whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint a director to serve in such capacity on an interim basis. The Vice President shall also perform such other duties imposed by the Board from time to time.

6.6 Secretary.

The Secretary shall keep the minutes of all meetings of the Board and the Association. The Secretary shall have charge of such books and papers as the Board directs and in general, perform all duties incident to the office of Secretary. The Secretary shall count the votes cast at any annual or special meeting of the Association or the Board of Directors.

6.7 Treasurer.

The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all Association receipts and disbursements. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as designated by the Board.

6.8 Compensation.

No officer shall receive compensation for services rendered the Association unless authorized by a resolution of the Members.

ARTICLE VII
BUDGET, ASSESSMENTS AND DEPOSITORIES

7.1 Budget.

The Board shall adopt a budget for the operation of the Association at least annually, as provided in the Declaration.

7.2 Assessments.

The estimate of Common Expenses shall be assessed against each Unit on an annual basis and paid in monthly installments as provided in Article 5 of the Declaration. Assessments and installments of assessments shall be paid on or before ten (10) days after the date when such assessments and installments are due. Any assessment or installment not paid within ten (10) days of its due date shall be delinquent and the Owner shall be charged interest at the rate of

twelve (12%) percent per annum (or such other amount determined by the Board) on the unpaid assessment or installment of such assessment. Interest shall accrue from the date when the assessment or installment was first due until paid. All payments upon account shall be first applied to interest, if any, and then to the assessment payment first due.

7.3 Unpaid Assessment Could Cause Loss of Vote or Lien on Unit.

No Owner who is more than ten (10) days delinquent in the payment of an assessment or installment on an assessment shall be entitled to vote at any regular or special meeting of the Owners. If an Owner fails to timely pay an assessment or installment such failure shall be in default and the Board shall take appropriate measures as allowed by the Declaration or at law, including, but not limited to, the filing of a statement of lien in accordance with the Declaration, which statement shall be signed and verified by the Secretary of the Association or any other officer authorized by the Board.

7.4 Depositories.

The funds of the Association shall be deposited in such bank(s) or other depositories designated by the Board and shall be withdrawn therefrom only upon check or order signed by the officers who shall from time to time be designated by the Board for the purpose. The Board may elect to require Owners to pay assessments imposed by the Board directly to a designated depository. The Board may elect to direct that checks of less than $500 for payment of Association obligations bear only one (1) signature of a designated officer and that checks for a greater amount bear a signature and counter-signature of designated officers.

ARTICLE VIII
COMMON ELEMENTS

8.1 Use of Common Elements.

No Member shall place or cause to be placed any objects of any kind in the Common Areas except in the Limited Common Areas appurtenant to one's Unit, and then subject to the Declaration and any Rules.

8.2 Right of Entry.

Each Member grants a right of entry to the professional property manager, management company or managing agent (if any) employed by the Board or to any other person authorized by the Board to enter the Member's Unit for the purpose of performing non-emergency installations, alterations or repairs, provided that requests for entry are made in advance and that such entry is at a time convenient to the Member. Each Member further grants to the Board a right of entry without advance notice in case of emergency, whether the Member is present or not. Damage or loss caused due to an emergency shall be at the expense of the owner of the Unit to which entry is made if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

8.3 Pets and Other Animals.

Each Unit may have the privilege of keeping certain Pets, and no other animals, within the Condominium, on the following conditions:

(a) A "Pet" is a domestic dog, cat or bird (other than large birds of prey) or aquarium fish, which are not maintained for breeding or commercial purposes. By virtue of this definition, no other animals are permitted to be on the Property as pets of any Occupant.

(b) The provisions of subsections (a), (d), (e), (f), (g), (h), (i) and (j) of this Section apply to Pets which are resident in the Condominium on the date of recordation of the Declaration; the provisions of subsection (c) of this Section do not apply to such Pets. All of the provisions of this Section will apply to all new Pets, including replacement Pets and Pets which are born to such Pets.

(c) The Board may adopt a Rule further limiting the number of combination of Pets in a Unit, but until such a Rule is adopted, no more than 2 dogs, or 2 cats, or 1 dog and 1 cat, may be kept per Unit, together with a reasonable number of birds and/or fish. No reptiles or uncaged birds shall be permitted within the Condominium. The Board may adopt a Rule which requires that certain Buildings have no dogs in it.

(d) No Pet is permitted on any of the Common Elements unattended.

(e) The individual attending the Pet shall immediately dispose of any and all of the Pet's solid waste in the manner prescribed by the Board.

(f) The owner of each Pet shall comply with such further Rules of Pet ownership as may be promulgated by the Board.

(g) The Pet must be licensed by the City, if required under applicable ordinances.

(h) Each Pet must immediately and permanently be removed from the Condominium if, in the sole judgment of the Board, the Pet is or becomes: offensive; a nuisance; harmful in any way to the Condominium or any Owner or Occupant; or otherwise kept in violation of the terms of this Section or Rules. Possession of Pets on the Condominium shall not be considered a property right. The Board may, on a case by case or on a general basis, disallow any dog which is of a breed known to exhibit vicious tendencies including, but not limited to, pit bulls, or rottweilers, or any mixed breed which includes any of the foregoing.

(i) Any and all costs of repairing damage caused by a Pet shall be borne by its Owner.

(j) Any Owner failing to comply with any part of this Section shall, absent unusual circumstances under which the Board determines that some lesser or other remedial action is appropriate, be assessed a monthly animal fee in an amount of Five Hundred Dollars ($500.00) per month or part thereof until the Owner has complied, in addition to any other remedy including the revocation of the license to maintain a Pet.

Such animal fee shall be a special assessment and may be collected in the same manner as assessments under Article 5 of the Declaration.

ARTICLE IX
AMENDMENTS

9.1 Amendments.

No amendment shall take effect unless approved by the owners constituting at least sixty-seven percent (67%) of the total Interests in the Condominium, as defined in the Declaration. No amendment shall limit any right granted to or reserved by Declarant herein or in the Declaration.

ARTICLE X
MORTGAGES, STATEMENT OF UNPAID ASSESSMENTS

10.1 Notice to Association.

Any Member who mortgages a Unit shall notify the Secretary of the Association of such mortgage or mortgages and the name and address of the mortgagee(s). The Secretary of the Association shall maintain a record of the names and addresses of all mortgagees of which the Secretary is given notice.

10.2 Notice of Unpaid Assessments.

Within ten (10) days of request by a mortgagee, proposed mortgagee or purchaser who has a contractual right to purchase a Unit, the Association shall furnish a statement setting forth the amount of the then unpaid assessments pertaining to such Unit. If any mortgagee, proposed mortgagee or purchaser of such Unit, in reliance upon such statement disburses mortgage loan proceeds or expends the purchase price, such mortgagee, proposed mortgagee or purchaser shall not be liable for, nor shall such Unit be subject to a lien which is not properly filed in accordance with law prior to the date of the statement, for any unpaid assessments in excess of the amount set forth in the statement. If the Association does not provide such a statement within ten (10) business days after such request, then the Association is barred from making claim for any delinquent assessments other than against any such mortgagee, proposed mortgagee or purchaser under a lien properly filed in accordance with law prior to the request for the statement.

10.3 Notice to Mortgagee.

Any first mortgagee of a Unit making request to the Secretary, shall be entitled to written notice from the Association of any default by the Member upon whose Unit the mortgage is held in the performance of obligations set forth in these By-Laws, this Declaration and any amendments to the foregoing or all rules and regulations of the Association, which default is not cured within thirty (30) days after notice is provided to the defaulting Unit owner. Any notice required or permitted to be given to any mortgagee pursuant to these By-Laws shall be deemed given if mailed or delivered to such mortgagee at the address shown in such record and shall be deemed effective as of the date of mailing or delivery.

ARTICLE XI
CONFLICTS

11.1 Conflicts.

These By-Laws are intended to comply with the Act and Declaration. If any provision of these By-Laws conflicts with the Act or the Declaration, the Act or Declaration will control.

ARTICLE XII
[INTENTIONALLY OMITTED]

ARTICLE XIII
FISCAL YEAR; TAX STATUS

13.1 Fiscal Year.

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of each year. The Association is intended to qualify under Section 528 of the Internal Revenue Code as an organization intended for residential real estate management association. As such an organization, the Association is:

(a) Organized and operated to provide for the acquisition, construction, management, maintenance and care of Association property;

(b) A minimum of sixty percent (60%) of the income received by the Association for each taxable year shall be received in response to assessments against its Members;

(c) Ninety percent (90%) or more of the Association expenditures for each taxable year shall be spent on acquisition, construction, management, maintenance and care of Association property; and

(d) No part of the net earnings of the Association shall inure to the benefit of any private shareholder or individual except as related to acquisition, construction or providing management, maintenance or care of Association property or by rebate of excess assessments to any Member.

13.2 Tax Status.

The Association shall elect in the manner prescribed through regulation by the Secretary of the Treasury to have this section apply for each taxable year of the Association.

These By-Laws are adopted as of April 2, 2018 and amend, restate, replace, and supersede any and all previously adopted By-Laws of the Association.

Tab 5

EAGLES LANDING AT LAC LA BELLE CONDOMINIUM

BUDGET

Attached hereto is the latest annual operating budget for the Association. The budget is based on Declarant's estimates of the operating expenses. Any matters shown on the budget are subject to change and actual experience.

1	Common Area Utilities	$	12,000
2	Water Softener	$	500
3	Snow Removal	$	5,000
4	Cleaning Common Areas	$	6,000
5	Elevator Maintenance	$	5,000
6	Phones	$	1,800
7	Insurance	$	4,000
8	Supplies	$	1,000
9	Landscape/Lawn Maintenance	$	6,000
10	Pier/Boat Maintenance	$	7,500
11	General Maintenance	$	6,000
12	Misc.	$	2,000
13	Land for project	$	30,000
14	Loan Payments on Boats/Weights	$	15,000
15	Reserve Fund	$	4,000
16	Management	$	3,000
	Total	$	118,800

Estimated monthly per Unit payments for assessments ($118,800/12/22 units) $450.

TAB 6

Management and Employment Contracts

The Board of Directors has not yet entered into any management contract, employment contract or other contract affecting the use, maintenance or access of all or part of the condominium to which it is anticipated the unit owners, or the Association will be a party. It is, however, anticipated that the Board of Directors will enter into contracts or other arrangements to provide for: lawn care, snow plowing, boat maintenance, common space cleaning and other services. The cost of such services is included in the projected and estimated budget and will be charged to the unit owners as part of their monthly assessment.

Tab 7

PARKING LEASE

This Parking Lease (the "***Lease***") is entered into as of this 5 day of June, 2018, by and between **TEN POINT PROPERTIES, INC.**, (the "***Landlord***"), having its primary office at W330 N6233 Hasslinger Drive, Nashotah, Wisconsin 53058; and the City of Oconomowoc (the "***Tenant***"), whose address is 174 E. Wisconsin Avenue, Oconomowoc, Wisconsin · 53066. Landlord and Tenant may be referred to herein individually as "***Party***" and collectively as "***Parties***".

RECITALS

A. Landlord is the owner of the property described on **Exhibit A** hereto (the "***Property***").

B. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, a portion of the Property for the purposes of operating, maintaining, repairing and replacing a surface parking lot described on **Exhibit B** hereto (the "***Leased Premises***").

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, Landlord and Tenant agree as follows:

AGREEMENT

1. Recitals. The recitals set forth above are hereby incorporated into this Lease and made a part hereof.

2. Leased Premises. Landlord hereby leases to Tenant, and Tenant leases from Landlord, the Leased Premises subject to the terms and conditions of this Lease.

3. Term.

(a) Term. The term of this Lease shall be for one hundred (100) years, commencing on the Effective Date of this Lease and terminating at 11:59 p.m. on the one hundredth (100th) anniversary thereof (the "***Term***"). For purposes of this Lease, a "***Lease Year***" shall mean a period of twelve (12) consecutive calendar months commencing on the Effective Date and each anniversary of such date and ending on the last day of such 12-month period.

(b) Surrender. Upon expiration of the Term or termination of this Lease, Tenant shall surrender the Leased Premises.

4. Use of Leased Premises. During the term of this Lease, Tenant shall be permitted to use the Leased Premises exclusively for municipal parking and related purposes. Tenant may use the Leased Premises for the parking of standard automobiles, trucks, or motorized vehicles for parking purposes only. Without limiting the foregoing, Tenant shall have the right to license, rent and/or lease parking spaces in the Lease Premises to the public, whether

in the form of hourly or transient parking, direct monthly parking permits, subleases, licenses, or other contractual arrangements at such rates and upon such other terms and conditions as Tenant may reasonably determine. In the event Tenant abandons or otherwise discontinues the use of the Leased Premises for a period in excess of eighteen (18) months, the Landlord may terminate the Lease upon written notice to Tenant.

5. Rent. Tenant shall pay to Landlord base rent (the "***Rent***") in the amount of One and 00/100 Dollars ($1.00) per annum, with rent for the entire Term being prepaid contemporaneously with the execution of this Lease.

6. Operating Expenses. During the term of the Lease, Tenant shall also pay all Operating Expenses which are incurred in connection with the Leased Premises, excluding only those expenses reserved directly to the Landlord pursuant to this Lease. "***Operating Expenses***" shall mean (i) all costs and expenses necessary to operate, manage, maintain, repair or replace the Leased Premises (including, for example only, striping of parking spaces, installation of parking curbs, snow and ice removal, installation and operation of parking meters), and (ii) all real and personal property taxes, assessments, general and special, levied, assessed, accrued or imposed by any governmental agency, political subdivision, or business improvement district, against the Leased Premises or any portion thereof. Operating Expenses shall not include debt service payments on any loan relating to or affecting the Leased Premises under which Landlord is the borrower. It is mutually agreed that this is an absolutely "net, net, net" lease. Operations and the associated expenses shall be managed as follows.

(a) Repairs and Maintenance. It is acknowledged by and between the parties that the Leased Premises are to be situated at ground level immediately above an underground parking structure owned operated and maintained by Landlord. As such, great care must be observed at all times relative to repair, maintenance and replacement of the parking surface of the Leased Premises so as to protect the underground structure. Tenant shall be responsible for all costs of maintenance and repair relating to the surface parking and Landlord shall be responsible for maintenance and repairs and protective measures associated with the underground structure. Landlord shall be in control of all major maintenance and replacement work associated with Tenant's parking surface. In this regard, the following procedures will apply to maintenance of Tenant's parking surface and related improvements. Repairs or replacement required under this Section shall be made within a reasonable time (depending on the nature of the repair or replacement needed) after receiving notice or having actual knowledge of the need for a repair or replacement.

i. At all times, the Leased Premises shall be operated, maintained, repaired and replaced as a surface parking lot in a first-class manner. In the event Tenant determines that it is necessary to perform any repairs, maintenance, repairs, replacement or other work on the Leased Premises so as to comply with this condition or otherwise, Tenant shall prepare detailed specifications for the required project and provide the specifications to Landlord. Landlord shall procure bids for the work project and provide copies of the bids to Tenant. Upon approval of a bid by Tenant, Tenant

shall pay Landlord the approved bid amount, and Landlord shall contract and pay for the subject work.

ii. In the event Landlord, in its sole discretion, determines that maintenance, repairs, replacement or other work on the Leased Premises is necessary for protection of Landlord's underground parking structure, Landlord may, at its sole expense, cause such maintenance, repair, replacement or other work upon reasonable notice to Tenant. Tenant shall cooperate with Landlord to effectuate the completion of the work, and shall temporarily discontinue use of the Leased Premises as necessary to allow the work to be performed. Unless otherwise agreed, Landlord shall complete the maintenance, repair, replacement or other work within thirty (30) days of the date Tenant temporarily suspends use of the Leased Premises.

iii. Tenant shall be solely responsible for and in control of minor maintenance associated with the Leased Premises including, by way of example, striping of parking spaces, installation of parking curbs, maintenance of grass and plantings, installation of parking meters, signage and other non-structural improvements.

(b) Snow Plowing and Removal. Landlord shall be responsible for plowing Landlord's property and the Leased Premises at Landlord's sole expense. Tenant shall designate an area on the Leased Premises sufficient to store all snow plowed from Landlord's property and from the remaining areas of the Leased Premises. Tenant shall be responsible, at Tenant's sole expense, to timely remove and dispose of all snow stored in the designated snow storage area.

(c) It is acknowledged and agreed that: (i) Tenant's obligation to pay the Operating Expenses shall not be deemed to limit or modify Tenant's obligations under this Lease to operate, manage, maintain, repair or replace the Leased Premises at Tenant's sole cost and expense, and (ii) the inclusion of certain items of Operating Expenses within the definition of Operating Expenses shall not be deemed to confer upon Landlord any obligation to operate, manage, maintain, repair or replace the Leased Premises if such obligation is not otherwise expressly imposed on Landlord under this Lease. If Tenant fails to pay Operating Expenses when due, Landlord reserves the right to make payments on Tenant's behalf and seek reimbursement (including late charges and interest pursuant to the other provisions of this Lease) from Tenant.

7. Compliance with Laws. Tenant shall comply with all applicable codes, ordinances, rules, regulations, orders and requirements of all federal, state and municipal governments and insurance requirements (including, without limitation, all environmental laws and laws governing the use, transport, storage and release of hazardous materials) which relate to the Lease Premises, the use thereof, or the business Tenant conducts on or from the Leased Premises.

8. Insurance.

(a) Tenant's Insurance. Tenant shall maintain, or cause to be maintained, throughout the term of this Lease, the following insurance coverages: a policy of comprehensive public liability insurance on the Leased Premises, with limits of liability not less than Two Million Dollars ($2,000,000) per person for death and/or bodily injury, including personal injury, Two Million Dollars ($2,000,000) per accident and/or occurrence, and limits of property damage liability not less than Two Million Dollars ($2,000,000) per accident or occurrence; and a comprehensive policy of coverage containing fire, extended coverage, vandalism, loss of rents coverage, malicious mischief and other endorsements as may be deemed advisable by Landlord from time to time insuring the Leased Premises for the full insurable replacement value thereof, with such deductible as Tenant reasonably deems advisable. The policy shall contain cross-liability endorsements and shall insure performance by Tenant of the indemnity provisions of this Lease (provided, however, that such coverage shall not limit or be deemed to satisfy Tenant's indemnity obligations under this Lease); shall be primary, not contributing with, and not in excess of coverage which Landlord may carry, and shall afford after the expiration or termination of this Lease (by separate policy or extension if necessary) coverage for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the term of this Lease.

(b) Landlord's Insurance. Landlord shall maintain, or cause to be maintained, throughout the term of this Lease, the following insurance coverages: a policy of comprehensive public liability insurance on the Leased Premises, due to the existence of the facilities located immediately below the Leased Premises, with limits of liability not less than Two Million Dollars ($2,000,000) per person for death and/or bodily injury, including personal injury, Two Million Dollars ($2,000,000) per accident and/or occurrence, and limits of property damage liability not less than Two Million Dollars ($2,000,000) per accident or occurrence; and a comprehensive policy of coverage containing fire, extended coverage, vandalism, loss of rents coverage, malicious mischief and other endorsements as may be deemed advisable by Tenant from time to time insuring the Leased Premises for the full insurable replacement value thereof, with such deductible as Landlord reasonably deems advisable. The policy shall contain cross-liability endorsements and shall insure performance by Landlord of the indemnity provisions of this Lease (provided, however, that such coverage shall not limit or be deemed to satisfy Landlord's indemnity obligations under this Lease); shall be primary, not contributing with, and not in excess of coverage which Tenant may carry, and shall afford after the expiration or termination of this Lease (by separate policy or extension if necessary) coverage for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the term of this Lease.

(c) Insurance Policies. Insurance required of under this Section shall be written by companies duly qualified or admitted to do business in the State of Wisconsin, with a general policyholder's rating of at least "A-" and a financial size ranking of at least Class "VIII", as rated in the latest edition of Best's Insurance Guide, and shall be

satisfactory in all respects to Landlord and Tenant. Each party shall deliver to the other evidence of insurance complying with the requirements of this Article VII prepared on the ACORD 27 form or other equivalent form reasonably acceptable. No such policy shall be cancelable or subject to reduction of coverage or modification except after thirty (30) days' prior written notice to the other party. The parties may, from time to time, require that the policy limits of any or all such insurance be increased to reflect the effects of inflation and changes in normal commercial insurance practices. No representation whatsoever is made that the insurance required under this Lease is adequate to protect either party. If either party fails to comply with the requirements of this Article, the other party may obtain such insurance and maintain it in effect, and the dilatory party shall pay the premium cost and any other costs or expenses incurred.

(d) Exemption from Liability and Waivers. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to person, in, upon or about the Leased Premises arising from any cause whatsoever, and Tenant hereby agrees that Landlord shall not be liable for any such damage or injury and waives all claims in respect thereof against Landlord; provided, however, that nothing in the foregoing shall excuse Landlord from liability for reckless, negligent or willful misconduct of Landlord or its agents. Landlord, as a material part of the consideration to Tenant, hereby assumes all risk of damage to property or injury to person, under the Leased Premises arising from any cause whatsoever, and Landlord hereby agrees that Tenant shall not be liable for any such damage or injury and waives all claims in respect thereof against Tenant; provided, however, that nothing in the foregoing shall excuse Tenant from liability for reckless, negligent or willful misconduct of Tenant or its agents or invitees. Nothing in this Lease shall be construed so as to authorize or permit any insurer of Landlord or Tenant to be subrogated to any right of Landlord or Tenant against the other party arising under this Lease, and Landlord and Tenant each hereby release the other to the extent of any perils to be insured against by either of the parties under the terms of this Lease, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any fault or negligence of either party or persons for whose acts or negligence the other party is responsible. The provisions of this Section shall survive the expiration or earlier termination of this Lease. Further, nothing herein shall be construed to limit the immunities, indemnities and limits of liability extending to the Tenant under Chapter 893 of the Wisconsin Statutes.

(e) Indemnification. Tenant shall indemnify, save harmless and defend Landlord and Landlord's agents and constituent partners, and each of their respective officers, representatives and employees from any and all liability, suits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including attorney costs and fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them, brought because of any injuries or damages received or sustained by any person, persons or property on account of or arising out of the operation, use or occupancy of the Leased Premises at any time, occurring on, at, or in the Leased Premises. This requirement shall also apply with equal force to all work performed by Tenant or its architects, contractors

or any subcontractors or any other party directly or indirectly employed by or retained by Tenant to perform work relating to the construction, operation, or maintenance of the Leased Premises.

Landlord shall indemnify, save harmless and defend Tenant and Tenant's agents and invitees, representatives and employees from any and all liability, suits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including attorney costs and fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them, brought because of any injuries or damages received or sustained by any person, persons or property on account of or arising out of the operation, use or occupancy areas adjacent to and below the Leased Premises at any time, occurring on, at, or in the Leased Premises.

9. Condemnation.

(a) Taking of Whole. If (i) the whole of the Premises shall be taken or condemned for a public or quasi-public use or purpose by a competent authority, or (ii) such a portion of the Premises shall be taken or condemned so that the balance cannot be used for the same purpose and with substantially the same utility to Tenant as immediately prior to such taking, this Lease shall terminate effective as of the date of such taking or condemnation and Tenant shall have the right to claim and recover from the condemning authority such compensation as may be awarded to Tenant for the value of Tenant's leasehold interest and for any cost or loss incurred by Tenant as a result of such taking or condemnation (the "***Award***"), with all remaining amounts being paid to the Landlord.

(b) Partial Taking. If only a portion of the Premises is taken or condemned such that the balance can still be used for the same purpose and with substantially the same utility to Tenant as immediately prior to such taking, this Lease shall not terminate and Tenant shall repair and restore the Premises and shall have the right to seek an Award on account of such partial taking. If Tenant is obligated to repair and restore the Premises as herein provided, there shall be no abatement or reduction in any rental because of such taking or condemnation or the repair thereof.

10. Default; Remedies.

(a) General. If Tenant (including any of its successors or assigns) shall fail to perform any term, condition or covenant of this Lease to be performed or observed by Tenant for more than thirty (30) days after receipt of written notice thereof by Tenant (or such other reasonable time as necessary if such default (i) does not require the payment of money by Tenant to Landlord to cure, (ii) cannot reasonably be cured within thirty (30) days, and (iii) Tenant, upon receipt of such notice, promptly commences and diligently and continuously attempts to effect such cure), then Landlord may (i) file an action for damages equal to any amount of money past due under this Lease, (ii) commence an action against Tenant under Section 704.31, Wis. Stats., or (iii) pursue any

other rights or remedies that may be available to Landlord. The parties agree that the redemption period in any action brought under Section 704.31 shall be six (6) months notwithstanding that a one (1)-year redemption period is specified in Section 704.3. No failure of Landlord to enforce rights or remedies upon default of Tenant shall prejudice or affect the rights of Landlord upon any subsequent or similar default. All rights and remedies of Landlord enumerated in this paragraph or elsewhere in this Lease shall be cumulative, and none shall exclude any other remedies allowed in this Lease, at law or in equity.

(b) Landlords Right to Perform. Landlord shall have the right, at any time, after thirty (30) days' notice to Tenant, to make any payment or perform any act required of Tenant under any provision in this Lease and, in exercising such right, to incur necessary and incidental costs and expenses, including reasonable attorneys' fees. Nothing herein shall obligate Landlord to make any payment or perform any act required of Tenant, and this exercise of the right to do so shall not constitute a release of any obligation or a waiver of any default.

11. Non-disturbance, Subordination and Attornment.

(a) Nondisturbance. Landlord shall obtain an agreement from each mortgagee of Landlord pursuant to which such mortgagee shall acknowledge the provisions of this Section 11 and agree that the Tenant's possession and use of the Leased Premises shall not be disturbed so long as Tenant is not in default under this Lease beyond any applicable grace period.

(b) Subordination. Subject to the non-disturbance provisions of Section 11(a) above, this Lease shall be subordinate to all mortgages which may now or hereafter affect Landlord's interest in the Leased Premises, whether such mortgages cover only the Leased Premises or by blanket mortgage cover other premises in addition to the Leased Premises, and to any renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of all amounts secured by the mortgages. Tenant shall, within ten (10) days after the giving of written notice by Landlord, execute, acknowledge and deliver to Landlord any certificate that Landlord may request to confirm such subordination. Tenant shall attorn to and recognize any purchaser at a foreclosure sale under any mortgage, or any transferee who acquires Landlord's interest in the Leased Premises by deed in lieu of foreclosure, and the successors and assigns of such purchasers and transferees, as its landlord for the unexpired balance (and any extension, if exercised) of the term of this Lease upon the same terms and conditions set forth in this Lease.

(c) Estoppel Certificates. Tenant, upon not less than ten (10) days after the giving of written request by Landlord or Landlord's mortgagee, execute, acknowledge and deliver to the requesting party, a statement in writing (a) certifying that this Lease is unmodified and in full force and effect and the date to which the rent and other charges are paid in advance, if any, (b) acknowledging that there are not, to the certifying party's knowledge, any uncured defaults on the part of the requesting party hereunder, nor any

offsets, counterclaims or defenses to this Lease on the part of the certifying party, or specifying such defaults if any are claimed, and (c) certifying as to any other matters as may be reasonably requested by the requesting party. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Leased Premises or this Lease.

(d) Quiet Enjoyment. Landlord covenants that it has full right, title and authority to enter into this Lease. So long as Tenant shall not default in the performance of its obligations under this Lease beyond any grace period applicable thereto, Tenant shall peaceably and quietly enjoy the Leased Premises free from hindrance by Landlord or any party claiming by, through or under Landlord (including, without limitation, mortgagees of the Landlord).

12. Miscellaneous.

(a) Assignment. Tenant shall not assign this Lease without the prior written consent of Landlord. Landlord may freely assign this Lease upon prior written notice to Tenant.

(b) Notices. Any notice or consent required to be given by or on behalf of either party to the other shall be written and deemed given when personally delivered (as an alternative to personal service) by facsimile transmission, electronic mail, or registered or certified mail. Any such notice or consent so served by registered or certified mail shall be deposited in the United States Mail with postage thereon fully prepaid and addressed to the party to be served at the addresses set forth below. Service of any such notice or consent so made by mail shall be deemed complete three (3) days after the day of mailing, and serving of notice by facsimile or electronic mail shall be deemed served upon receipt of evidence of successful transmission. Further, any such notice may be made by Federal Express (or other reputable overnight courier service), which shall be effective one (1) business day after delivery to such overnight courier, at the addresses indicated below or at such other addresses as may be specified from time to time by notice in the manner herein set forth.

To Landlord:

TEN POINT PROPERTIES, INC.
W330 N6233 Hasslinger Drive
Nashotah, Wisconsin 53058
Attn: MARK NEUMANN
Email: mark.neumann@neumanncompanies.com

With copy not constituting notice to Landlord's counsel:

Axley Brynelson, LLP
N20W22961 Watertown Road
Waukesha, Wisconsin 53186
Attn: Donald J. Murn
Email: dmurn@axley.com

To Tenant:

City of Oconomowoc
174 E. Wisconsin Avenue
Oconomowoc, Wisconsin 53066
Attn: Clerk
Email: skitsembel@oconomowoc-wi.gov

(c) Waiver. No waiver of any condition or legal right or remedy shall be implied by the failure of either party to declare a forfeiture, or for any other reason, and no waiver of any condition or covenant shall be valid unless it be in writing, signed by the party against whom the waiver is asserted.

(d) Paragraph Headings. The paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease.

(e) Lease Inures to Benefit of Assignees. This Lease and all of the covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns, respectively, of the parties hereto, provided, however, that no assignment by, from, through or under Tenant in violation of the provisions hereof shall vest in the assigns any right, title or interest whatever.

(f) Entire Agreement. This Lease and the exhibits attached hereto set forth all of the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Property, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. No alteration, amendment, change or addition to this Lease shall be binding upon the parties unless in writing and signed by them.

(g) Severability. In the event that any provision of this Lease is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Lease shall be deemed to have never been included herein, and the balance of this Lease shall continue in effect in accordance with its terms.

(h) Applicable Law. This Lease and the rights and obligations of the parties arising hereunder shall be construed in accordance with the laws of the State of Wisconsin.

(i) Attorney Fees. If either party brings legal action to enforce its rights under this Lease, the prevailing party will be entitled to recover its expenses (including reasonable attorney's fees) incurred in connection with the action and any appeal.

(j) Consent. Landlord and Tenant agree that whenever the consent, approval or permission of a party is required by a provision of this Lease, such consent, approval or permission shall not be unreasonably withheld nor unduly delayed.

(k) Force Majeure. If either party is delayed from the performance of any act required hereunder (except the payment of money) by reason of labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, riots, insurrection, war or like reasons not the fault of the party delayed, then the period for performance of the act shall be extended for a period of the delay.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be signed as of the day and year first above written.

LANDLORD:

TEN POINT PROPERTIES, INC.

By: _____
Name: MARK NEUMANN
Title: PRESIDENT

TENANT:

CITY OF OCONOMOWOC

By: _____
Name: DAVID NOLD
Title: MAYOR

[SIGNATURE PAGE FOR PARKING LEASE]

EXHIBIT A

THE PROPERTY

Lot 1 of Certified Survey Map No. 11516; also all of Lot 82 and part of Lots 78 through 81, all in the Original plat of the Village (now city) of Oconomowoc; also a part of the NW 1/4 of the SW 1/4 of Section 33, T8N, R17E, City of Oconomowoc, Waukesha County, Wisconsin, more fully described as follows:

Beginning at a meander corner monument on the West line of said SW 1/4; said point lying N01°13'10"E, along said West line, 1876.16 feet from the Southwest corner of said Section 33 and lying S01°13'10"W, along said West line, 22 feet more or less from the ordinary high water line of Lac LaBelle; thence N84°37'15" E, along a meander line, 146.51 feet to a point; thence N58°46'12"E, along a meander line, 88.62 feet to a point; thence N06°07'29"E, along a meander line, 35.71 feet to the terminus of said meander line, said point being on the north line of Lot 1 of C.S.M. No. 11516 and lying N87°45'22"E, along said north line, 30 feet more or less from the ordinary high water line of Lac LaBelle; thence N87°45'22"E, 70.00 feet to the westerly right-of-way line of North Main Street; thence S02°21'37"E, along said westerly line, 52.00 feet to a point on the northerly line of the North Main Street Assessor's Plat, as extended; thence along the northerly and westerly line of said assessor's plat, and as extended, on the following described courses; thence S87°45'22"W, 71.52 feet to a point; thence S78°15'30"W, 35.06 feet to a point of curvature; thence 44.96 feet along the arc of a curve to the left, with a radius of 32.00 feet, whose chord bears S38°00'30"W, 41.35 feet to a point of tangency; thence S02°14'30"E, 114.15 feet to a point; thence S19°36'39"E, 94.38 feet to a point; thence S14°13'26"W, 70.39 feet to the northerly right-of-way line of West Wisconsin Avenue; thence N76°00'08"W, along said northerly line, 195.63 feet to the West line of said SW 1/4; thence N01°13'10"E, along said West line, 220.47 feet to the place of beginning. Also including all those lands lying between the above described meander line and the side lot lines as extended to the ordinary high water line of Lac LaBelle. Said lands containing 54,858 sq. ft. (1.259 acres).

EXHIBIT B

THE LEASED PREMISES

SEE ATTACHED

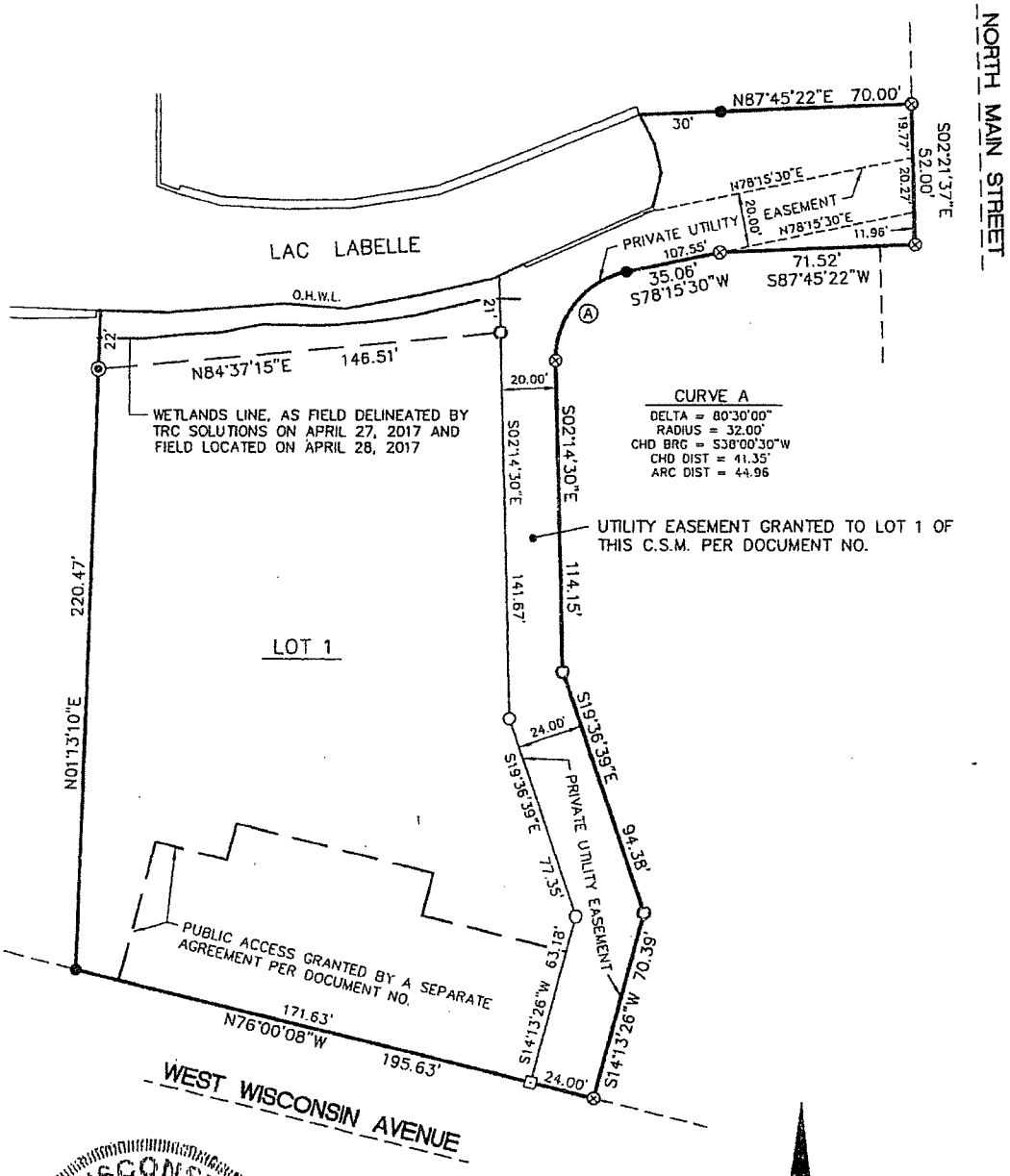
ARC™

(262) 542-8200

FORM ARC-101

CERTIFIED SURVEY MAP NO. 11569

BEING ALL OF LOT 1 OF C.S.M. NO. 11516; ALSO ALL OF LOT 82 AND PART OF LOTS 78 THROUGH 81, ALL IN THE ORIGINAL PLAT OF OCONOMOWOC; ALSO A PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 33, T.8N., R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WI.



WISCONSIN
MARK A. POWERS
S-1701
OCONOMOWOC, WI
LAND SURVEYOR

Mark A. Powers
May 16, 2017

THIS INSTRUMENT DRAFTED BY MARK A. POWERS

SHEET 2 OF 7

257

rev 4/2/2018
1 17 2018

TAB 8

Expansion Plans

The Declarant has not reserved the right to expand the Condominium in the future.

TAB 9

Conversion Statement

The Declarant declares that the Condominium is not a conversion condominium.

Tab 10

2038

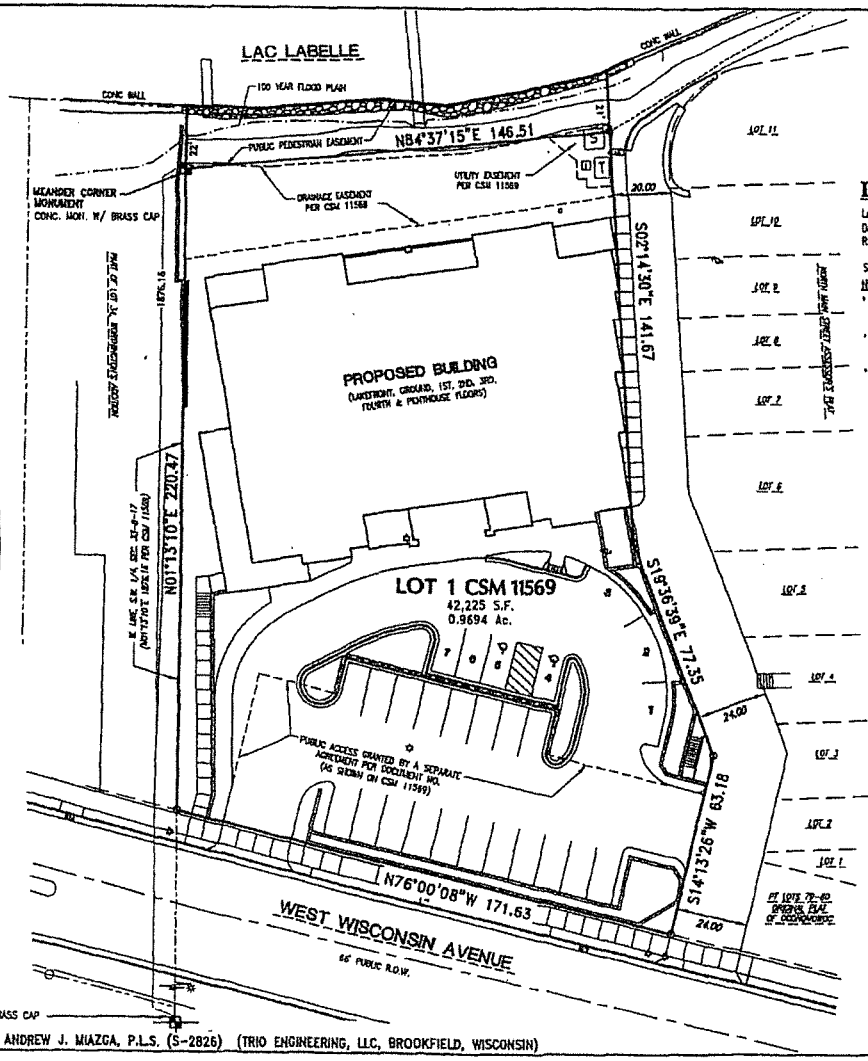
rev 4/2/2018
1 17 2018

REGISTER OF DEEDS

4285740
REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON
June 30, 2017 12:29 PM
Jessie K Behrend
Register of Deeds
3 PGS
TOTAL FEE: $30.00
TRANS FEE: $0.00
Book 5 Page 2038-2842

TRIO
12669 W. North Avenue
Building "D"
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

DECLARANT:
TEN POINT PROPERTIES, INC.



GRAPHIC SCALE: 1"=30'
0 30 60

SW. 1/4 CORNER, SEC. 33-8-17
CONC. MON. W/ BRASS CAP

CONDOMINIUM PLAT OF EAGLES LANDING AT LAC LA BELLE

CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN

LEGAL DESCRIPTION: (DECLARED AREA)

Lot 1 of Certified Survey Map No. 11569, recorded as document no. 4281749 in the Waukesha County Register of Deeds on June 5, 2017, being a part of the Northwest 1/4 of the Southwest 1/4 of Section 33, Town 8 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin.

Said Declared Area contains 42,225 Square Feet (or 0.9694 Acres) of land, more or less.

NOTES:

- ALL BEARINGS ARE REFERENCED TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 17 EAST, BEARS N01°13'10"E.
- ALL PORTIONS OF THE PROPERTY THAT ARE NOT SPECIFIED AS LIMITED COMMON ELEMENTS OR AS A UNIT SHALL BE CONSIDERED A COMMON ELEMENT.
- GENERAL NOTES AND RESTRICTIONS PER CSM

1. THE 100-YEAR FLOOD ELEVATION IS 851.2 (NGVD 1929 DATUM)
2. THE ORDINARY HIGH WATER LINE (O.H.W.L.) IS ELEVATION 852.55 (NGVD 1929 DATUM)

DRAINAGE EASEMENT RESTRICTIONS:
ALL LANDS WITHIN AREAS LABELED "DRAINAGE EASEMENT" ARE RESERVED FOR STORM WATER COLLECTION, CONVEYANCE, TREATMENT OR INFILTRATION. NO BUILDINGS OR OTHER STRUCTURES ARE ALLOWED IN THESE AREAS. NO GRADING OR FILLING IS ALLOWED IN THESE AREAS THAT MAY INTERRUPT STORM WATER FLOWS IN ANY WAY. THE MAINTENANCE AGREEMENT MAY CONTAIN SPECIFIC MAINTENANCE REQUIREMENTS FOR THESE AREAS. THE CITY OF OCONOMOWOC OR THERE DESIGNEE ARE AUTHORIZED ACCESS TO THESE AREAS FOR PURPOSES OF INSPECTING THE STORM WATER MANAGEMENT PRACTICES OR ENFORCING THE TERMS OF THE MAINTENANCE AGREEMENT.

FLOODPLAIN/WETLAND/PRIMARY ENVIRONMENTAL CORRIDOR RESTRICTIONS:
THOSE AREAS IDENTIFIED AS FLOODPLAIN AREA ON THIS CERTIFIED SURVEY MAP SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

1. GRADING, FILLING AND REMOVAL OF TOPSOIL OR OTHER EARTHEN MATERIALS ARE PROHIBITED, UNLESS SPECIFICALLY AUTHORIZED BY THE CITY OF OCONOMOWOC AND, IF APPLICABLE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORP OF ENGINEERS.
2. THE INTRODUCTION OF PLANT MATERIAL NOT INDIGENOUS TO THE EXISTING ENVIRONMENT IS PROHIBITED UNLESS APPROVED BY THE CITY OF OCONOMOWOC.
3. PONDS ARE PROHIBITED UNLESS DESIGNED TO DRAINAGE THE NATURAL ENVIRONMENT. PONDS THAT MAY BE PERMITTED ARE SUBJECT TO THE APPROVAL OF THE CITY OF OCONOMOWOC AND IF APPLICABLE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORP OF ENGINEERS.
4. THE CONSTRUCTION OF BUILDINGS IS PROHIBITED.

SURVEYOR'S CERTIFICATE:

I, ANDREW J. MIAZGA, do hereby certify that I have surveyed the above described property and this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements constructed or to be constructed upon the property.

This Condominium Plat is a correct representation of "EAGLES LANDING OF LAC LA BELLE" Condominiums, and the identification and location of each unit and the common elements of the Condominium can be determined from this Plat. The common elements are defined to be all of the condominium property except the individual units described in the Plat and the Declaration.

The survey makes no certification as to the accuracy of the interior fine dimensions set forth on the diagrammatic floor plans of condominium buildings and units contained herein.

Dated this 22nd day of May, 2017.

WISCONSIN
ANDREW J. MIAZGA S-2826 EAST TROY, WI
LAND SURVEYOR

Andrew J. Miazga, P.L.S.
Professional Land Surveyor S-2826

5-22-17

THIS INSTRUMENT WAS DRAFTED BY ANDREW J. MIAZGA, P.L.S. (S-2826) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 5/22/17

2039

rev 4/2/2018
1 17 2018

CONDOMINIUM PLAT
OF

EAGLES LANDING AT LAC LA BELLE

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN

BUILDING PLAN DETAIL SHEET

SCALE: 1" = 20'

NOTE:
- BUILDINGS SHOWN ON THIS EXHIBIT REPRESENT PROPOSED CONSTRUCTION PER PLANS PROVIDED BY AG ARCHITECTURE AND NOT MEASURED AS-BUILT. THIS DOES NOT REPRESENT POSSIBLE CHANGES REQUESTED BY OWNER OR BUILDER.
- ALL ROOM SIZES, DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO CONSTRUCTION TOLERANCES AND VARIATIONS.

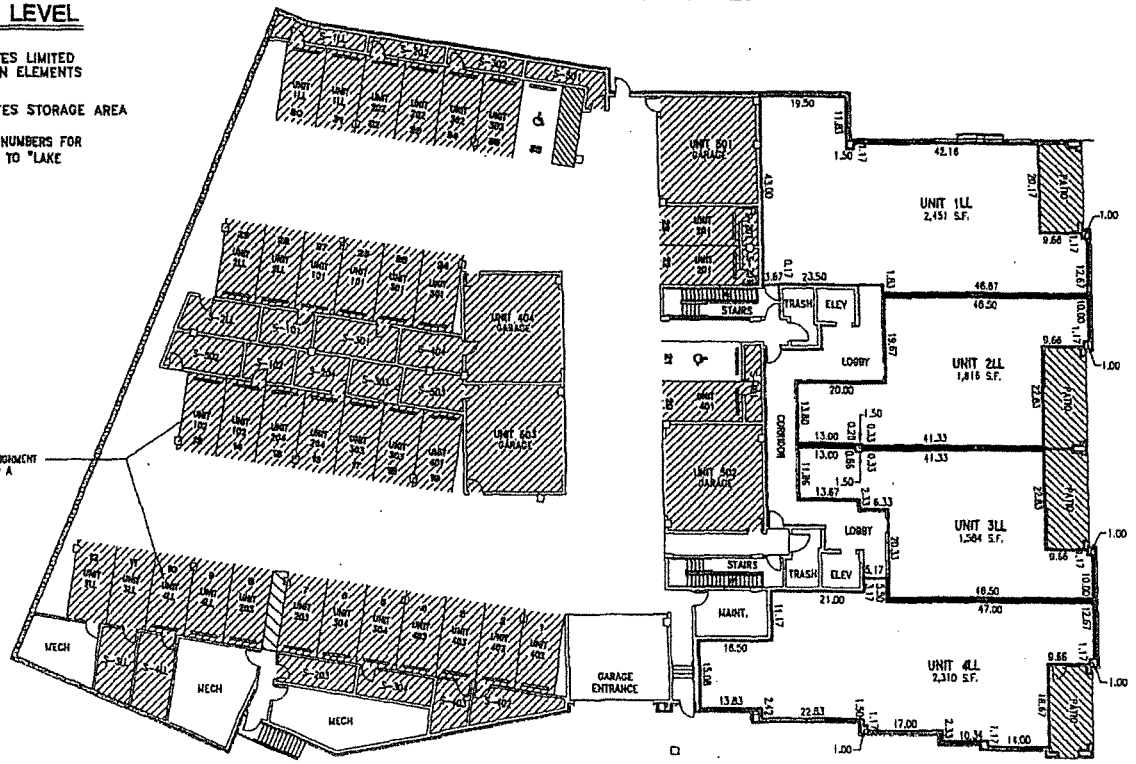
LAKEFRONT LEVEL

INDICATES LIMITED COMMON ELEMENTS

(S-000) INDICATES STORAGE AREA

"LL" IN THE UNIT NUMBERS FOR THIS FLOOR REFER TO "LAKE LEVEL"

UNIT REFERENCES ARE FOR ASSIGNMENT OF THE PARKING SPACE LCE TO A PARTICULAR UNIT



WISCONSIN
ANDREW J. MIAZGA
S-2826
EAST TROY, WI
LAND SURVEYOR
5-22-17

TRIO
12660 W. North Avenue
Building "D"
Brookfield, WI 53005
Phone (262) 790-1480
Fax (262) 790-1481

THIS INSTRUMENT WAS DRAFTED BY ANDREW J. MIAZGA, P.L.S. (S-2826) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

REV: 6/19/17
DATE: 5/22/17

2040

rev 4/2/2018
1 17 2018

CONDOMINIUM PLAT
OF

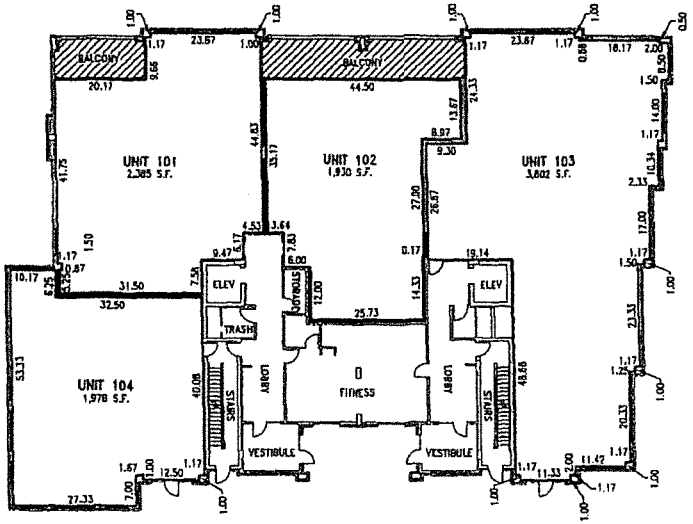
EAGLES LANDING AT LAC LA BELLE

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN

BUILDING PLAN DETAIL SHEET
SCALE: 1" = 20'

NOTE:
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- ALL ROOM SIZES, DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO CONSTRUCTION TOLERANCES AND VARIATIONS.

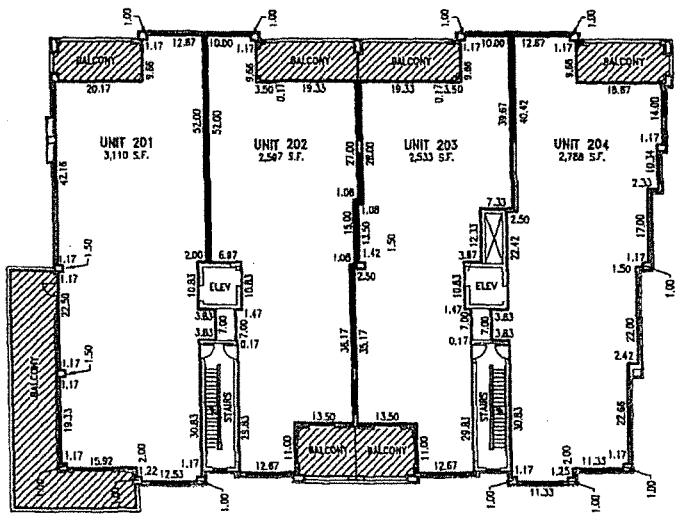
GRADE LEVEL



INDICATES LIMITED COMMON ELEMENTS



SECOND LEVEL



TRIO
12660 W. North Avenue
Building "D"
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

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DATE: 5/22/17

2041

rev 4/2/2018
1 17 2018

CONDOMINIUM PLAT
OF

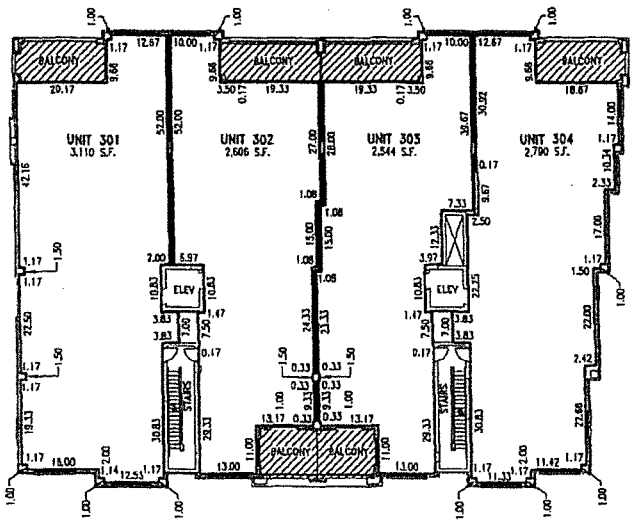
EAGLES LANDING AT LAC LA BELLE

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN

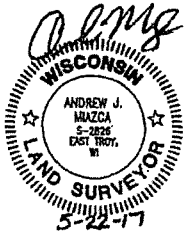
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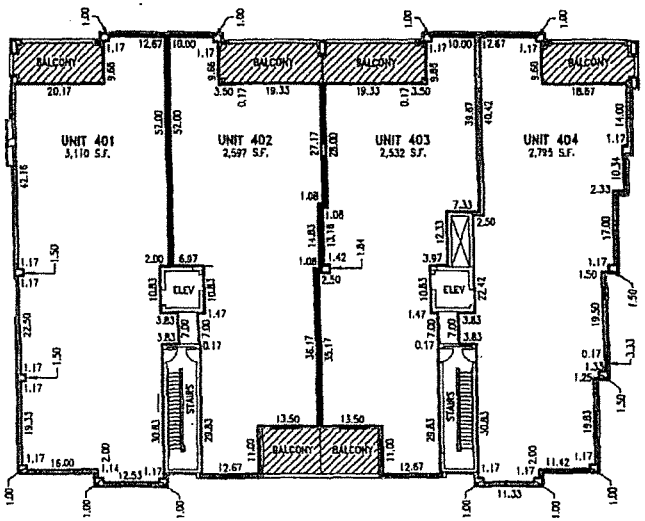
THIRD LEVEL



INDICATES LIMITED COMMON ELEMENTS



FOURTH LEVEL



TRIO
12660 W. North Avenue
Building "D"
Brookfield, WI 53005
Phone (262) 790-1480
Fax (262) 790-1481

THIS INSTRUMENT WAS DRAFTED BY ANDREW J. MIAZGA, P.L.S. (S-2826) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 5/22/17

2042

rev 4/2/2018
1 17 2018

CONDOMINIUM PLAT
OF

EAGLES LANDING AT LAC LA BELLE

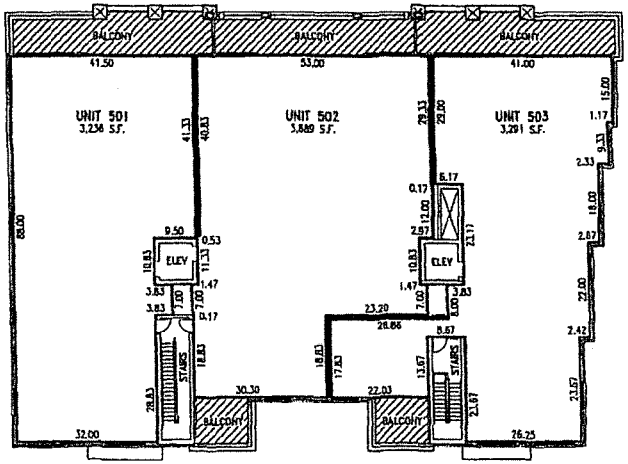
CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN

BUILDING PLAN DETAIL SHEET
SCALE: 1" = 20'

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▨ INDICATES LIMITED COMMON ELEMENTS

PENTHOUSE LEVEL



THIS INSTRUMENT WAS DRAFTED BY ANDREW J. MIAZGA, P.L.S. (S-2826) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 5/22/17

WISCONSIN
ANDREW J. MIAZGA
S-2826
EAST TROY, WI
LAND SURVEYOR
5-22-17

TRIO
12660 W. North Avenue
Building "D"
Brookfield, WI 53005
Phone (262) 790-1480
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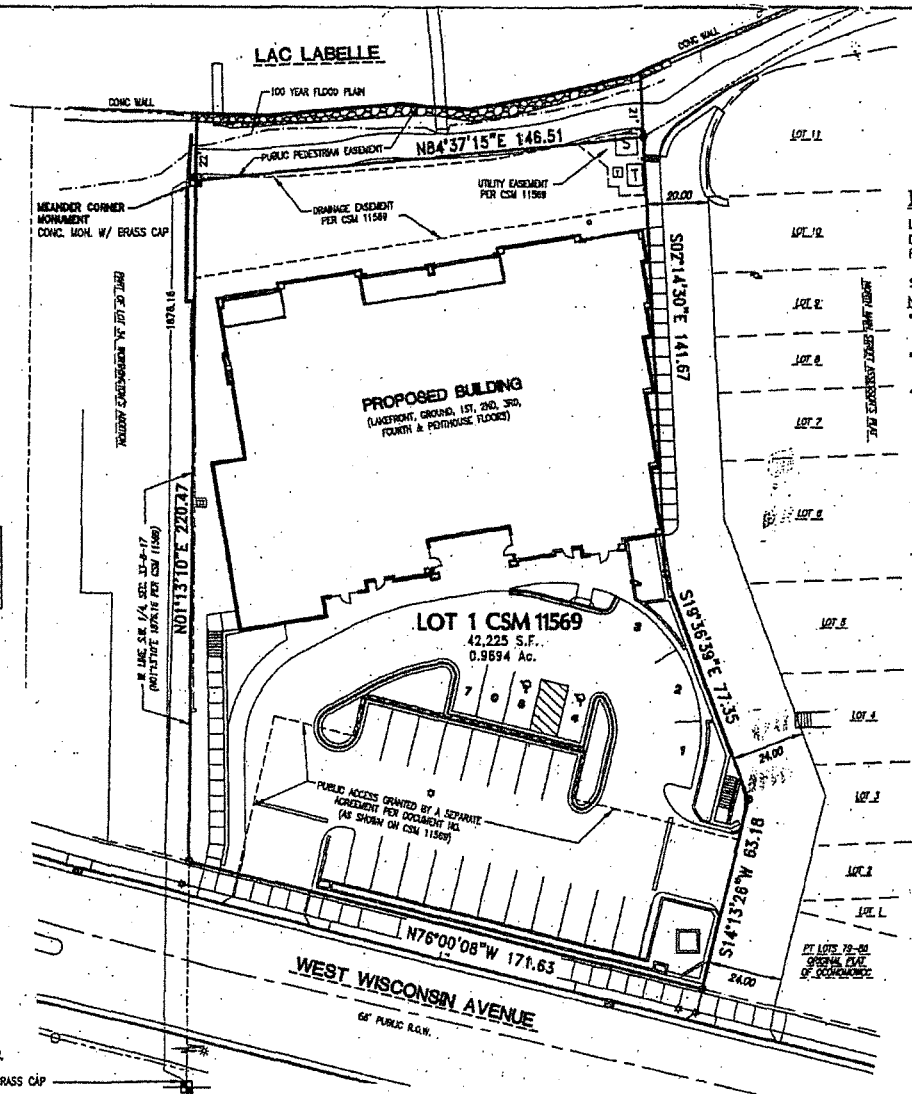
rev 4/2/2018
1 17 2018

"REGISTER OF DEEDS"

4314437
REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON
December 26, 2017 01:38 PM
James R Behrend
Register of Deeds
5 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00
Book 5 Page 2138-2134

TRIO
12660 W. North Avenue
Building "D"
Brookfield, WI 53005
Phone (262) 790-1480
Fax (262) 790-1481

DECLARANT:
TEN POINT PROPERTIES, INC.



GRAPHIC SCALE: 1"=30'
0 30 60

1st ADDENDUM TO CONDOMINIUM PLAT OF EAGLES LANDING AT LAC LA BELLE

CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN

LEGAL DESCRIPTION: (DECLARED AREA)

Lot 1 of Certified Survey Map No. 11569, recorded as document no. 4281749 in the Waukesha County Register of Deeds on June 9, 2017, being a part of the Northwest 1/4 of the Southwest 1/4 of Section 33, Town 8 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin.

Said Declared Area contains 42,225 Square Feet (or 0.9694 Acres) of land, more or less.

NOTES:

- ALL BEARINGS ARE REFERENCED TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 17 EAST, BEARS N01°13'10"E.
- ALL PORTIONS OF THE PROPERTY THAT ARE NOT SPECIFIED AS LIMITED COMMON ELEMENTS OR AS A UNIT SHALL BE CONSIDERED A COMMON ELEMENT.
- GENERAL NOTES AND RESTRICTIONS PER CSM

1. THE 100-YEAR FLOOD ELEVATION IS 854.2 (NGVD 1929 DATUM)
2. THE ORDINARY HIGH WATER LINE (O.H.W.L.) IS ELEVATION 852.55 (NGVD 1929 DATUM)

DRAINAGE EASEMENT RESTRICTIONS:
ALL LANDS WITHIN AREAS LABELED "DRAINAGE EASEMENT" ARE RESERVED FOR SOME WATER COLLECTION, CONVEYANCE, TREATMENT OR INFILTRATION. NO BUILDINGS OR OTHER STRUCTURES ARE ALLOWED IN THESE AREAS. NO GRADING OR FILLING IS ALLOWED IN THESE AREAS THAT MAY INTERRUPT STORM WATER FLOWS IN ANY WAY. THE MAINTENANCE AGREEMENT MAY CONTAIN SPECIFIC MAINTENANCE REQUIREMENTS FOR THESE AREAS. THE CITY OF OCONOMOWOC OR THERE DESIGNEE ARE AUTHORIZED ACCESS TO THESE AREAS FOR PURPOSES OF INSPECTING THE STORM WATER MANAGEMENT PRACTICES OR ENFORCING THE TERMS OF THE MAINTENANCE AGREEMENT.

FLOODPLAIN/WETLAND/PRIMARY ENVIRONMENTAL CORRIDOR RESTRICTIONS:
THOSE AREAS IDENTIFIED AS FLOODPLAIN AREA ON THIS CERTIFIED SURVEY MAP SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

1. GRADING, FILLING AND REMOVAL OF TOPSOIL OR OTHER EARTHEN MATERIALS ARE PROHIBITED, UNLESS SPECIFICALLY AUTHORIZED BY THE CITY OF OCONOMOWOC AND, IF APPLICABLE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORP OF ENGINEERS.
2. THE INTRODUCTION OF PLANT MATERIAL NOT INDIGENOUS TO THE EXISTING ENVIRONMENT IS PROHIBITED UNLESS APPROVED BY THE CITY OF OCONOMOWOC.
3. PONDS ARE PROHIBITED UNLESS DESIGNED TO ENHANCE THE NATURAL ENVIRONMENT. PONDS THAT MAY BE PERMITTED ARE SUBJECT TO THE APPROVAL OF THE CITY OF OCONOMOWOC AND IF APPLICABLE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORP OF ENGINEERS.
4. THE CONSTRUCTION OF BUILDINGS IS PROHIBITED.

SURVEYOR'S CERTIFICATE:

I, ANDREW J. MIAZGA, do hereby certify that I have surveyed the above described property and this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements constructed or to be constructed upon the property.

This Condominium Plat is a correct representation of "1st ADDENDUM TO EAGLES LANDING OF LAC LA BELLE" Condominiums, and the identification and location of each unit and the common elements of the Condominium can be determined from this Plat. The common elements are defined to be all of the condominium property except the individual units described in the Plat and the Declaration.

The survey makes no certification as to the accuracy of the interior line dimensions set forth on the diagrammatic floor plans of condominium buildings and units contained herein.

Dated this 11th day of November, 2017.

WISCONSIN ANDREW J. MIAZGA S-2826 EAST TROY, WI LAND SURVEYOR

Andrew J. Miazga, P.L.S.
Professional Land Surveyor S-2826

11-22-17

THIS INSTRUMENT WAS DRAFTED BY ANDREW J. MIAZGA, P.L.S. (S-2826) (TRIO ENGINEERING, LLC, BROOKFIELD, WISCONSIN)

DATE: 11/22/17

rev 4/2/2018
1 17 2018

1st ADDENDUM TO CONDOMINIUM PLAT
OF
EAGLES LANDING AT LAC LA BELLE
CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN

2131

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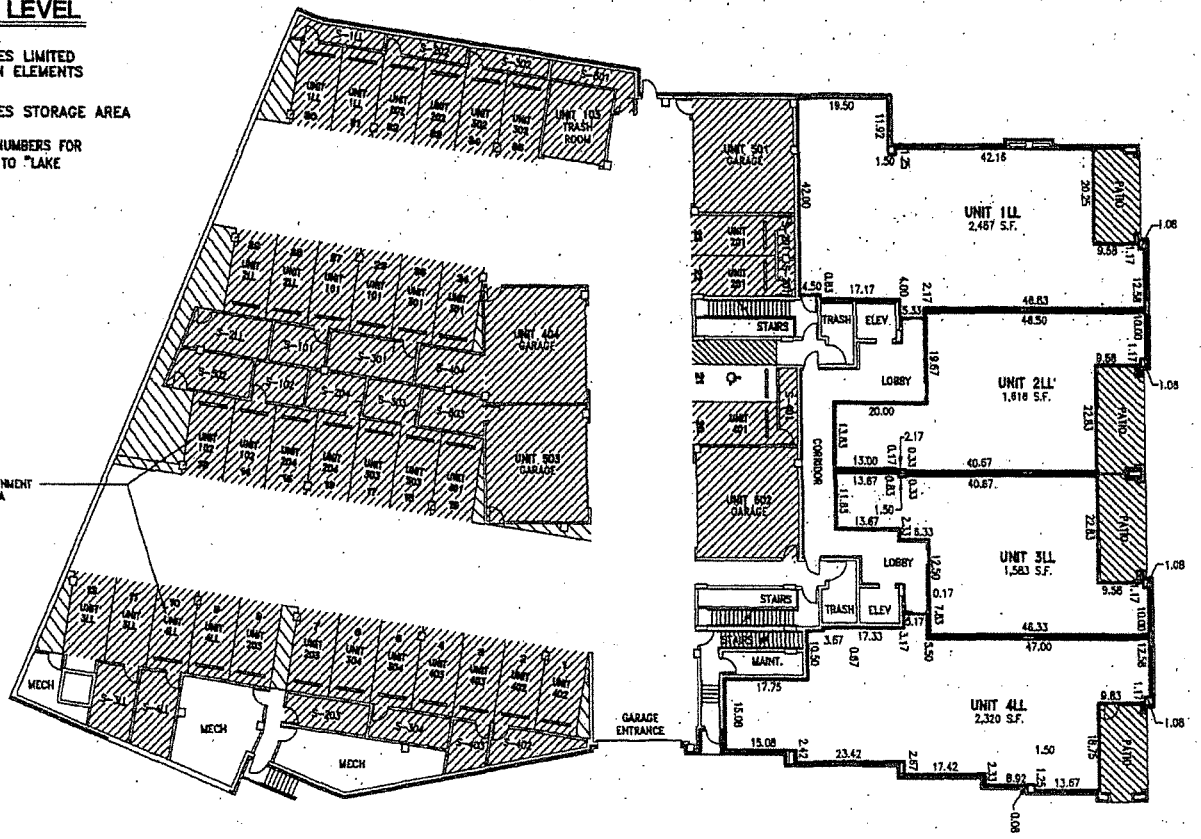
BUILDING PLAN DETAIL SHEET
SCALE: 1" = 20'

LAKEFRONT LEVEL

INDICATES LIMITED COMMON ELEMENTS

(S-000) INDICATES STORAGE AREA

"LL" IN THE UNIT NUMBERS FOR THIS FLOOR REFER TO "LAKE LEVEL"



ANDREW J. MIAZGA S-2826 EAST TROY, WI
WISCONSIN
LAND SURVEYOR
11-22-17

TRIO
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Brookfield, WI 53005
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Fax (262) 796-1481

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1st ADDENDUM TO CONDOMINIUM PLAT
OF

EAGLES LANDING AT LAC LA BELLE

2132

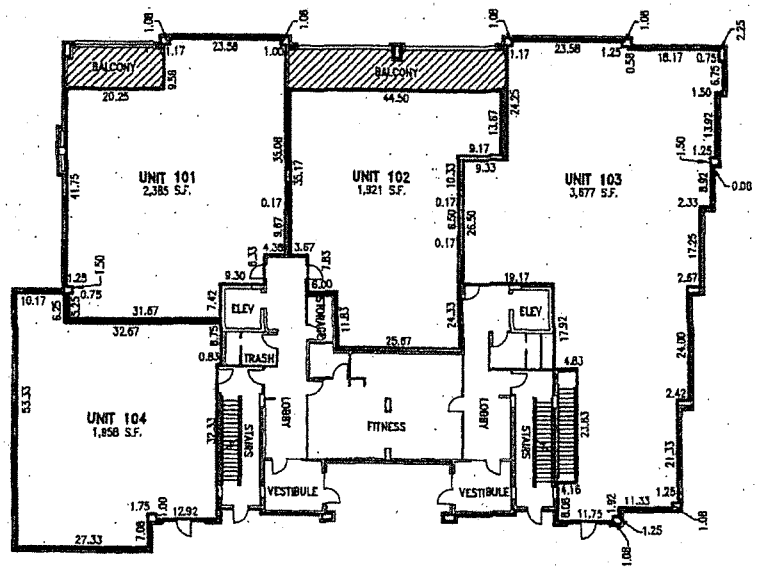
CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN

BUILDING PLAN DETAIL SHEET

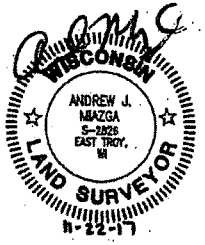
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GRADE LEVEL

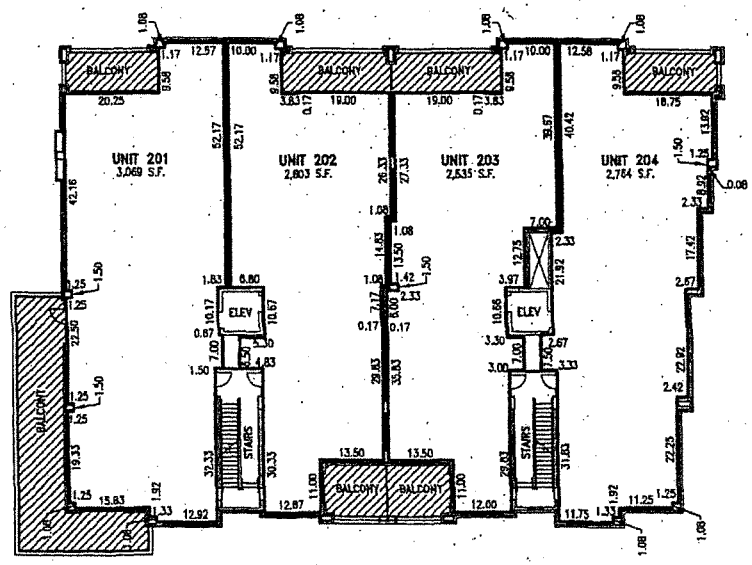


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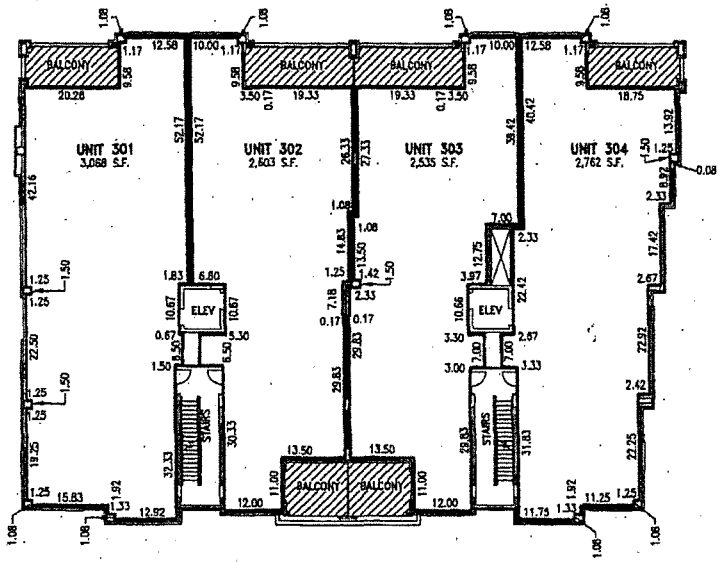
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CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN

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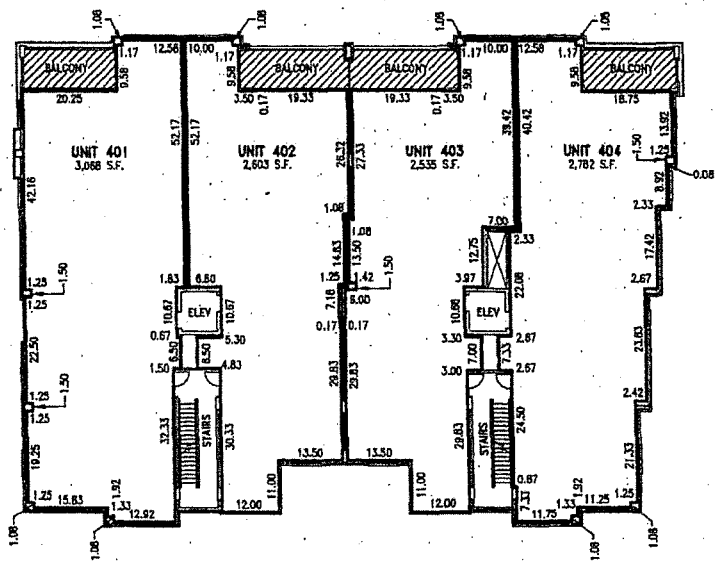
THIRD LEVEL



INDICATES LIMITED COMMON ELEMENTS



FOURTH LEVEL



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DATE: 11/22/17

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1 17 2018

1st ADDENDUM TO CONDOMINIUM PLAT
OF
EAGLES LANDING AT LAC LA BELLE

2134

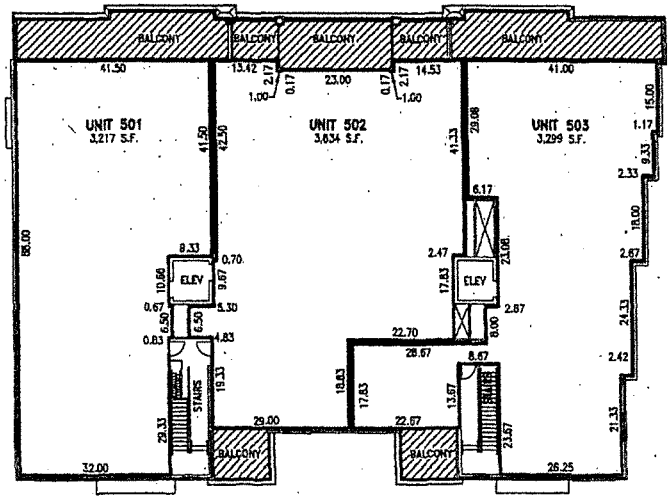
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▨ INDICATES LIMITED COMMON ELEMENTS

PENTHOUSE LEVEL



WISCONSIN
ANDREW J. MIAZGA
S-2826
EAST TROY, WI
LAND SURVEYOR
11-22-17

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DATE: 11/22/17

Tab 11

EAGLES LANDING AT LAC LA BELLE CONDOMINIUM

AMENDED AND RESTATED RULES AND REGULATIONS

These are the Rules and Regulations for Eagles Landing at Lac La Belle Condominium and these amend and restate and supersede the Rules and Regulations for Eagles Landing at Lac La Belle Condominium enacted in June of 2017 and any other rules and regulations previously enacted. If there is a conflict between these Rules and Regulations and the Declaration, the Declaration shall control. Nothing in these Rules and Regulations shall act to limit the rights or powers of the Declarant under the Declaration or the By-Laws of the Association. These Rules and Regulations may only be amended or modified upon the affirmative vote of a majority of the Board of Directors of the Association and no amendment or modification that adversely affects the Commercial Units are effective unless approved by the Commercial Unit Owners. While the Declarant owns Unit in the Condominium representing 25% or more of the total Interests, these Rules and Regulations shall not be amended or modified without the written consent of the Declarant. All capitalized terms used herein have the meaning assigned in the Declaration unless otherwise defined herein. The "Declaration" means the Declaration of Eagles Landing at Lac La Belle Condominium dated June 22, 2017, the First Amendment to the Declaration of Condominium of Eagles Landing at Lac La Belle Condominium dated August 19, 2017 and the Second Amendment to the Declaration of Condominium of Eagles Landing at Lac La Belle Condominium dated December 28, 2017, and as may be further amended.

A. General Use and Occupancy

1. Each of the Residential Units shall be occupied and used only as a residence by the respective owners thereof, their tenants (subject to the Declaration of Condominium), families, invitees and guests and for no other purpose (except as provided in Section 7.1 of the Declaration).

2. The common areas and facilities shall be used only for the purposes for which they are intended. The common areas and facilities shall not be obstructed, littered, defaced or misused in any manner.

3. No Unit Owner or occupant shall, except in specifically designated storage areas, place, store or maintain objects of any kind in the General Common Elements. This rule shall not preclude a Unit Owner from placing furniture and other customary balcony fixtures on their respective balcony or patio.

4. Every Unit Owner or occupant shall at all times keep his, her or its Unit and the Limited Common Elements associated with such Unit in a clean and sanitary condition.

5. Every Unit Owner or occupant shall observe all laws, ordinances, rules and regulations now or hereafter enacted by either the State of Wisconsin or by the City of Oconomowoc or adopted by the Association.

6. The use of the Unit and the undivided interest in the common areas and facilities appurtenant to such Unit shall be consistent with existing law and the Declaration of

Condominium of Eagles Landing at Lac La Belle Condominium and the Association's Bylaws.

7. Unit Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other Owners, or in such way as to be injurious to the reputation of the Condominium.

8. Common walks, parking areas and other common areas and facilities shall be kept free from rubbish, debris and other unsightly materials, and shall not be obstructed, littered, defaced or misused in any manner.

9. No outdoor clothes lines may be erected and nothing shall be hung or exposed on any part of the common areas and facilities; and no bed sheets shall be hung and used as window coverings.

10. A Residential Unit Owner shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside of walls of his Unit, and no sign, awning, shutter, satellite dish or antenna shall be affixed to or placed on the exterior walls or roof, or any part thereof, without the prior consent of the Association.

11. No Unit Owner or occupant may alter, change or remove any furniture, furnishings or equipment from the common areas or facilities.

12. A Residential Unit Owner shall be liable for the expense of any maintenance, repair or replacement to the common areas and facilities rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees. Each Commercial Unit Owner shall be liable for the expense of any maintenance, repair or replacement to the common areas and facilities rendered necessary by its negligence or the negligence of any of its employees, guests, customers or invitees.

13. Moving furniture or household effects in and out of any Residential Unit shall be accomplished only from 8:00 AM to 8:00 PM.

14. Noise which can be heard in another Owner's Unit must be avoided. Accordingly, each Unit Owner shall maintain a reasonable sound level for all TV sets, radios, pianos, organs, stereo equipment, etc.

15. Unit Owners shall place garbage and refuse for collection in containers and areas designated by the Association on the day of collection.

16. No charcoal grills are permitted on any balcony.

B. Balconies and Terraces

1. Nothing shall be hung from balcony or terrace railings that will detract from the outward appearance of the building.

2. Nothing shall be thrown or dropped from balconies or terraces.

3. Mops, rugs, or other items shall not be dusted or shaken from balconies or patios.

4. No charcoal or propane cooking shall be done on any balcony. With respect to any Residential Unit, cooking with a gas grill is permitted on the balcony serving such Residential Unit if the Owner of such Residential Unit has first obtained the prior written consent of the City of Oconomowoc Fire Department and the gas grilling set up or arrangement or equipment which the Unit Owner uses on such balcony does not violate any of the terms of the fire and casualty insurance policy(ies) held by the Association which insure the Common Elements. In addition, there will be venting duct work installed in the balcony areas for most units. Some of these are located on the street side balconies. At a future date, the association may require unit owners to install vents.

5. Awnings over balconies are allowed on units 501 and 503 but only with association approval before they are installed. All awnings or shades will be uniform in color and material to keep the building looking uniform and architecturally pleasing and extended only while in use.

6. Residential Unit Owners may not hang or display on any balcony any flags, banners, political signs, bed sheets.

7. No hot tub, jacuzzi, bathtub, swimming or wading pool, or similar fixture or equipment is permitted on any balcony. Each Unit Owner shall not install or locate on any balcony assigned to its Unit any hot tub, jacuzzi, bathtub, swimming or wading pool, or any similar fixture or equipment.

8. No smoking of cigarettes, pipes, cigars, or any other materials or devices is permitted on any balcony.

C. Pets

1. Except for dogs, cats and fish, no animals, reptiles, snakes or birds shall be permitted within the Units. The maximum number of dogs or cats permitted is two (2) with a maximum combined weight of eighty (80) pounds. An exception to the weight limit is a seeing eye dog for an Owner whose vision is impaired. No dog or cat may be kept, bred or maintained for commercial purposes. A permitted pet shall not be

allowed at large and shall be under control of a person when outside the Unit of its Owner and the Owner shall promptly remove and dispose of any solid wastes caused by such animal. Fish tanks of less than sixty (60) gallons are permitted in any Unit.

2. Dogs and cats shall be carried or kept on leash at all times when not in Units. Each Unit Owner will not bring or allow any pet of such Unit Owner onto the General Common Elements except as necessary for ingress and egress between (a) the public right of way and the Unit of such Unit Owner, or (b) the Unit of such Unit Owner and the parking spaces assigned to the Unit of such Unit Owner.

3. Each Unit Owner is responsible for promptly and fully cleaning up all pet waste left on the Common Elements by any pet brought onto the Common Elements by such Unit Owner or owned by such Unit Owner. If any Unit Owner violates this paragraph the Association will have the right to cause the applicable pet waste to be cleaned up (whether by a third party contractor or otherwise) and the cost of such removal plus a 10% administrative service charge will be charged to the applicable Unit Owner and such Unit Owner will pay such amounts within ten (10) days after the Association bills such Unit Owner. Any amount owed by a Unit Owner which is not paid by the Unit Owner may be charged to the Unit Owner and its Unit as a special assessment.

4. Each Unit Owner who keeps any pet within its Unit or on the Condominium will comply with all applicable City of Oconomowoc Ordinances which apply to the keeping of pets.

5. No Unit Owner will allow any pet kept by such Unit Owner to become a nuisance. The Association has the right to require the permanent or temporary removal from the Condominium of any pet that is a nuisance.

D. Architectural Control

1. No structural changes or exterior alterations shall be made in any Unit without prior written consent of the Board of Directors and any mortgagee holding a mortgage on said Unit.

2. Owners and residents shall not be permitted to install video antennas or satellite dishes on the Common Elements.

3. No Unit Owner or occupant shall make any additions or alterations to any common areas or facilities, nor place or maintain thereon any signs, posters or bills whatsoever, except in accordance with such plans and specifications approved by the Association's Directors.

E. Financial Responsibility

1. Every Owner is responsible for prompt payment of maintenance fees, assessments, fines, or other charges authorized by the Association.

2. Violating of these rules will be subject to such legal actions initiated by the Association's Directors to enforce these rules.

3. The names of Owners whose accounts are delinquent thirty (30) days or more shall be duly notified.

F. Security

1. Each occupant is responsible for closing all doors which should be locked and for observing security regulations.

2. Solicitors shall not be permitted entry to the property.

G. Signs

Except for signs erected or installed by Declarant, no signs (including, but not limited to, advertisements, notices or other lettering) of any type, including For Sale and For Rent signs (either by the Unit Owner or realtor), shall be displayed to public view on any Residential Unit or any of the Common Elements or Limited Common Elements (except as permitted by the Declaration with respect to Commercial Units). There shall be located from time-to-time, within the Common Area outside the building, one (1) For Sale sign which shall not be larger than six (6) square feet and shall be constructed so as to allow realtors to affix a small sign to it advertising a specific Unit. So long as the Declarant owns any Unit in the Condominium no Commercial Unit Owner will establish, install, or erect any sign on any Common Elements (or within any Commercial Unit which is visible from outside the Unit) unless the Commercial Unit Owner has first obtained the written consent of the Declarant.

H. Boat Use

1. Each Unit Owner acknowledges that the Association has acquired or plans to acquire two (2) pontoon boats and one (1) speed boat for use by the Unit Owners. Once acquired by the Association, these pontoon boats, the speed boat and any replacement or additional boats acquired by the Association are referred to collectively as the "Boats".

2. Any Unit Owner may use any of the Boats on a first come first served basis. Each time that a Unit Owner uses a Boat the Unit Owner must check the Boat out by proper entry into the Association's Boat registry identifying the applicable Boat and the date and time the Boat is to be used. The Association's Boat registry will be an online registry. A Unit Owner may allow any of its guests or invitees to use any

Boats however the applicable Unit Owner will be responsible for the actions of its guests or invitees while on board the Boat.

3. No Unit Owner may use more than one Boat at a time. No Unit Owner may use, and each Unit owner shall cause its guests and invitees not to, use any Boat before 5 a.m. or after 11:00 p.m. on any day. The Unit Owners acknowledge and understand that the Boats may be unavailable from time to time due to maintenance, repairs, adverse weather, or for other reasons and that the Association does not guarantee the availability of any Boat. In addition Boats will not be available outside the typical summer boating season as determined by the Board of Directors of the Association from time to time. The Association Board of Directors may remove, sell, transfer, add to, and convey any some or all of the Boats from time to time in the discretion of the Board of Directors. The Board of Directors of the Association may require that Unit Owners and their guests and invitees sign liability waivers before any use of any Boat. The Association makes no representations or warranties concerning any Boat.

4. Other than Declarant, no Unit Owner will take or remove any Boat from Lac La Belle or the Condominium other than movement authorized by the Association for repair, maintenance, and storage. The Units Owners acknowledge that the Boats are intended for recreation use only on Lac La Belle. No Unit Owner will use any Boat for any commercial or non-recreational purposes and will cause its guests and invitees to not use any Boat for commercial or non-recreational purposes. Despite anything herein to the contrary, the Declarant will have the right to use the Boats from time to time in Declarant's discretion for showings of the Condominium to any potential or actual buyer, tenant, and/or lender and for other inspection, marketing, maintenance, repairs, and/or sales purposes relating to the Condominium and/or the Boats.

5. At the end of each use of a Boat by a Unit Owner or its guests or invitees the Unit Owner shall return the Boat, or cause the Boat to be returned, to the appropriate location at the Association's dock or pier, the Unit Owner shall cause the Boat to be properly tied to the dock or pier, and the Unit Owner shall cause the interior of the Boat to be cleaned including removal of all trash, garbage, fish, bait, and other debris. If the Unit Owner does not comply with the foregoing requirement the Association will have the right to cause the applicable Boat to be cleaned (whether by a third party contractor or otherwise) and the cost of such cleaning plus a ten percent (10%) administrative service charge will be charged to the applicable Unit Owner and such Unit Owner will pay such amounts within ten (10) days after the Association bills such Unit Owner. Any amount owed by a Unit Owner under the foregoing provisions which is not timely paid by the Unit Owner may be charged to the Unit Owner and its Unit as a special assessment.

6. In the event that any Boat is damaged which a Unit Owner or its guests or invitees is using a Boat, the Unit Owner will be responsible for the cost of all repairs and replacements for or in connection with such damage.

7. If a Boat is involved in a boating accident while a Unit Owner or its guests or invitees is using a Boat the Unit Owner must report such accident to the Association Board of Directors and shall fill out any reports required by applicable law concerning such boating accident.

8. Each Unit Owner must comply with all applicable federal, state, and municipal laws, regulations, and ordinances while using any Boat and will cause its guests and invitees to comply with all applicable laws at any time that they are using or are on board any Boat. Each Unit Owner will comply with all lake customs when using any Boat and will cause its guests and invitees to comply with such customs. No Unit Owner or guest or invitee of any Unit Owner may sleep on any Boat.

9. Each Unit Owner (the "First Party Unit Owner") will indemnify, defend, reimburse, and hold harmless the Association, the Condominium and each other Unit Owner and each other Unit Owner's guests and invitees from the negligence of the First Party Unit Owner with respect to any Boat and/or the negligence of the guests and invitees of the First Party Unit Owner with respect to any Boat.

10. No Unit Owner will engage in any racing using any Boat and each Unit Owner will cause its guests and invitees to not race any Boat.

11. No Commercial Unit Owner (other than Declarant) may use any Boat. Each Commercial Unit Owner (other than Declarant) will cause its employees and customers (other than employees or customers who are also Residential Unit Owners or guests or invitees of Residential Unit Owners) to not use any Boat.

I. Certain Additional Restrictions

In addition to the other restrictions and limitations set forth herein, no Residential Unit Owner (other than Declarant) shall do any of the following:

1. Without the prior written consent of the Association's Board for any of the following: Paint or otherwise change the appearance of any exterior wall, door, window, balcony, terrace, or any exterior surface; place any window coverings, draperies or curtains at the windows of any Unit unless the same is white and unlined or unless the same is lined with a white color material with the lining facing the exterior of the Unit; tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building, erect or attach any structures or fixtures within the Common Elements;

2. Erect, construct or maintain any garbage or refuse receptacles, or other equipment or structures on the exterior of the building or on or in any of the Common Elements, except with the written consent of the Board;

3. Hang any laundry, garments, or other unsightly objects which are visible outside of the Unit; or

4. Park commercial vehicles, trucks, boats, campers, trailers, mobile homes and similar vehicles in any parking space.

J. Flooring Requirements

Each Unit Owner will, prior to installing any tile or hardwood flooring in its Unit, install the sound dampening materials beneath such flooring as the Declarant reasonably requires at the Unit Owner's sole cost and expense.

K. Fireplace Requirements

No Unit Owner will install or use any wood or charcoal burning fire place in its Unit. No Unit Owner will burn any wood, coal, or charcoal within its Unit. The only fireplaces that are permitted in any Unit are gas fireplaces.

L. Restaurant Use Rules

The "Restaurant Unit" is Unit 103 as described on the Plat. The following shall apply to the Restaurant Unit:

1. The hours of operation for any restaurant or other food service business operating out of the Restaurant Unit will be those established under the applicable City of Oconomowoc Ordinances, any license or permit issued by the City of Oconomowoc to the applicable restaurant operator, or any operating agreement between the restaurant operator and the City of Oconomowoc. The most restrictive applicable requirement of the foregoing will apply in the event of any conflict among the above requirements.

2. Any windows or doors to the Restaurant Unit will be closed at 9:00 p.m. each evening (or earlier) and shall not be reopened prior to 11:00 a.m. the next day. This paragraph does not apply to the normal opening and closing of entrance doors for routine ingress and egress to and from the Restaurant Unit including for ordinary take out and delivery food orders for food that will be consumed at a location other than the General Common Elements.

3. The Restaurant Unit will be used only for indoor restaurant operations purposes. The Restaurant Unit shall not be used to service any outdoor restaurant or food service

activities at the Condominium or any Limited Common Elements serving the Restaurant Unit. The Restaurant Unit will not offer any outdoor dining. No outdoor food cooking, other outdoor food preparation, or other outdoor restaurant operations are permitted. The following are permitted: receiving of deliveries, disbursal of refuse into dumpsters and the removal and replacement of the dumpsters, ordinary take out and delivery food orders so long as the food is not consumed on the General Common Elements, delivery of food to users of a Boat who are on a Boat and who consume the food on a Boat, and normal ingress and egress of personnel, vendors and customers for indoor restaurant purposes at the Restaurant Unit.

4. Any restaurant or bar operated in the Restaurant Unit must be operated in accordance with all applicable laws including all ordinances and municipal codes and licensing requirements. The Restaurant Unit may not be used for any entertainment emphasizing or promoting any nudity or any lewd aspects.

EAGLES LANDING AT LAC LA BELLE CONDOMINIUM

CHECKLIST OF MAINTENANCE RESPONSIBILITY

U = Unit Owner's Responsibility
A = Association's Responsibility

Interior:

Painting
- Walls, ceiling and woodwork within the Unit (U)
- Doors within Unit (U)
- Window frames within Unit (U)

Caulking within Unit (U)

Small hole repair
- Within Units (U)
- In Common Areas (A)

Window, door glass and screens within Unit
- Cleaning (U)
- Repair and replacement (U)

Window, door glass and screens within Unit
- Cleaning (U)
- Repair and replacement (U)

Light bulbs - replacing within Unit (U)

Repairing or replacing appliances within Unit
- Refrigerator (U)
- Stove (U)
- Dishwasher (U)
- Washer and dryer (U)
- Garbage disposal (U)

General repair or replacing (all items are part of Unit)
- Furnace (U)
- Humidifier (U)
- Air Conditioner (U)
- Cabinets (U)
- Countertops (U)

Light fixtures (U)

General repair or replacing of equipment or structural components in Common Areas (A)

Cleaning or replacing carpet and other general cleaning
Within Unit (U)

Electrical system repair
Within the Unit (U)
In Common Areas (A)

Telephone wires
Within the Unit (U)
In Common Areas (A)

Plumbing
From fixtures within the Unit (U)
Pipes, etc. in Common Areas (A)

Mailbox maintenance (A)

Foundation
Waterproofing (A)
Cracks (A)

Insulation
Walls (A)
Ceiling (A)
Foundation (A)

Exterior:

Painting
Window frames (A)
Doors (A)
Siding (A)
Walls (A)

Caulking (A)

Roof repair and replacement (A)

Repair and replacement of gutters and siding (A)

Bush and tree trimming (A)

Landscaping (A)

Replacement of exterior lightbulbs
For fixtures attached in Balconies/Patios (U)
All other fixtures (A)

Snow removal
Driveways, sidewalks and stoops (A)
Balconies (U)

Leaf collection and disposal (A)

Cleaning leaves from gutters (A)

Telephone and utility lines (A)

Repair, maintenance or replacement
Drives, driveways, parking ramps, sidewalks and stoops (A)
Balconies/Terraces (for structural items) (A)
Balconies/Terraces (any decoration) (U)

Cleanup of pet waste (U)

Unit - Limited Common Elements:

General repair, maintenance and appearance (U)

Additional Terms:

1. Any work to be performed by the Association which pursuant to the Declaration is chargeable to any individual Unit Owner will be so charged. For example, repairs to the common elements necessitated because of actions of or damage caused by the Unit Owner.

2. No structural alterations by the Unit Owner may be made, even in the course of performing the Unit Owner's responsibilities herein outlined, without the express permission of the Association.

3. Promptly report the need for repairs to the Association.

4. If in doubt as to whose responsibility it is to see to a specific repair or type of maintenance, call the Association.

5. This Checklist is advisory only. Where a conflict exists between the provisions of this Checklist and those of the Declaration or the Rules and Regulations set forth above this Checklist, the Declaration or Rules and Regulations (as applicable) controls.