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SEVENTH AMENDMENT AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS

DELAVAN CLUB CONDOMINIUM

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Name and Return Address:
Lydia J. Chartre, Esq.
Kaman & Cusimano LLC
111 E. Kilbourn Ave., Suite 1700
Milwaukee, WI 53202

(See Exhibit B for Parcel Numbers)

Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE, ESQ

SEVENTH AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR DELAVAN CLUB CONDOMINIUM

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SEVENTH AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR DELAVAN CLUB CONDOMINIUM

Delavan Club Condominium (the "Condominium") was created by a Declaration of Condominium Ownership and of Easements, Restrictions and Covenants recorded with the Walworth County Register of Deeds on August 10, 1990 as Document No. 198778; as amended on October 10, 1990 as Document No. 201798; as amended on August 29, 1991 as Document No. 217451; as amended on July 7, 1993 as Document No. 261445; as amended on July 15, 1993 as Document No. 262147; as amended on February 23, 1996 as Document No. 323559; and as further amended on June 3, 2004 as Document No. 605794 (as amended, the "Declaration").

WITNESSETH, THAT:

WHEREAS, the Declaration contains portions which have become obsolete due to changes in the law, the turnover of control from Declarant to the Delavan Club Condominium Owners Association, Inc. (the "Association"), and changes in common practice over the years;

WHEREAS, the Association desires to clarify and update the provisions of this Declaration through this Restatement, so that its covenants, as restated, will continue to run with the land and shall be binding on all subsequent owners and occupants of all or any part of the Condominium; and

WHEREAS, the real property (the "Property") subject to this Declaration is as described on Exhibit A appended hereto, and the addresses of the units that comprise the Condominium are as described on Exhibit B appended hereto;

NOW THEREFORE, the Association, pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act"), hereby amends and restates its Declaration as follows.

ARTICLE I

LEGAL DESCRIPTION

1.01 Description of Real Estate Submitted to Condominium Ownership Act: The real estate which has been submitted and subjected to the provisions of the Condominium Ownership Act of the State of Wisconsin is legally described on Exhibit "A" attached hereto and made a part hereof by reference.

This condominium is subject to the condominium form of ownership wherein the ownership of the individual units is vested in separate owners subject to the Condominium Ownership Act of the State of Wisconsin, this Declaration of Condominium, the By-Laws of the Association, and the Rules and Regulations of the Association. Each owner shall have the exclusive rights of ownership, use and enjoyment of the common elements.

There are 132 units in the Condominium. The purchase of a Unit subject to this Declaration shall constitute acceptance of all of the terms and conditions herein contained. The condominium shall include common elements as set forth herein.

No boat slip or boat mooring may be used by anyone other than a Unit Owner. No boat slip or boat mooring shall be sublet. The rules and regulations governing same shall be established by the Board of Directors of the Association.

The obligation for refuse removal and snow removal shall be the responsibility of the Unit Owners, and not the Town of Delavan. The Association shall provide dumpsters for use by the Unit Owners and to assist in refuse removal.

The Association shall regulate the use and maintenance of the Common Elements. All tree removal and planting shall be done by the Association as a common expense. No Unit Owner may plant or remove any trees or shrubs without prior approval of the Association.

The Association shall maintain the wells on the premises as a Common Element and at common expense.

The premises are served by a municipal sanitary sewer system. Easements are granted to the Town of Delavan for the system. Charges for the use of same will be made by the municipality and will be billed to the individual units in accord with policies of the municipality.

No Unit Owner may construct or maintain any exterior facilities without the Board's approval. Failure to maintain same in good condition shall be the basis for revocation of approval and immediate removal of same by the Board at Unit Owner's expense. The Association shall be responsible for exterior maintenance of the unit.

The drive and parking areas shall be maintained by the Association as a common element and expense.

All approvals required under this Declaration and the By-Laws of the Association shall be in writing.

Each unit shall be individually metered for utilities. The expense of these utilities shall be the responsibility of the individual Unit Owner. Utility services furnished the Common Elements shall be a common expense.

The Board may assign garages, parking and storage areas on the premises independent of the units and the limited common areas assigned to the units for the use, benefit and enjoyment of the Unit Owners either individually or as a group of all or less than all Unit Owners.

The percentage interest of the Unit Owners in the Common Elements is as set forth in Exhibit "C" attached hereto.

Said real estate and all improvements thereon and appurtenances thereto shall be known as DELAVAN CLUB CONDOMINIUM. The address shall be 1400 North Shore Drive, Delavan, Wisconsin.

The condominium and units therein shall be used for residential purposes only.

ARTICLE II

DEFINITIONS

For the purpose of clarity and brevity, certain words and terms used in this Declaration are defined as follows:

2.01 Declaration: This instrument, by which the Property, as hereinafter defined, is submitted to the provisions of the Act, and shall include such amendments, if any, to this instrument as from time to time may be adopted pursuant to the terms hereof.

2.02 Property: The air space, land, buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith, which have been or are intended to be subject to the provisions of the Act.

2.03 Unit: A part of the property subject to intended for dependent use as a single family residence one or more cubicles of air at one or more levels of space, more rooms or enclosed spaces located on one or more floors thereof) in any of the buildings.

2.04 Unit Owner: The person, combination of persons, partnership or corporation who owns a unit and an undivided interest in the common areas and facilities appurtenant to such unit in the percentage specified and established in the declaration.

2.05 Unit Number: The number, letter, or combination thereof, designating the unit in the declaration.

2.06 Association: All of the Unit Owners acting as a group in accordance with the By-Laws and Declaration.

2.07 Building: A structure containing 2 or more units, or 2 or more structures each containing 1 or more units and comprising a part of the property.

2.08 Common Elements: All of the condominium except the units and including but not limiting thereto:

(a) The land on which the buildings are located;

(b) The foundations, columns, girders, beams, supports, main walls, roofs, and entrances and exits of the buildings;

(c) The grounds, basements, yards, gardens, parking areas, storage spaces, play areas, parks and recreational facilities; except individual Unit basements;

(d) The premises for the storage of property utilized in the maintenance of the property and for the storage of property owned by the Unit Owners;

(e) Installation of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning and incinerating, as applicable;

(f) The tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use;

(g) Such community and commercial facilities as may be provided for in the declaration; and

(h) All other parts of the property necessary or convenient to the Act including or one or more parts its existence, maintenance and safety, or normally in common use.

2.09 Common Expenses:

(a) All sums lawfully assessed against the Unit Owners by the association of Unit Owners; and

(b) Expenses declared common expenses by this act or by the declaration or by-laws.

2.10 Common Surpluses: The balance of all income, rents, profits and revenues from the common areas and facilities remaining after the deduction of the common expenses.

2.11 Limited Common Elements: Those common elements designated in the declaration as reserved for exclusive use of one or more but less than all Unit Owners.

2.12 Majority or Majority of Unit Owners: The Unit Owners with more than 50% of the votes in accordance with the votes assigned in the declaration to the units for voting purposes.

2.13 Person: Individual, corporation, partnership, association, trustee or other legal entity.

2.14 Unit Ownership: A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

2.15 Parking Area: Area provided for parking automobiles as shown on the Plat as hereinafter described.

2.16 Occupant: Person or persons, other than Owner or Unit Owner in possession.

2.17 Plat: The Plat of Survey of the Property, Buildings and all Units in the Property submitted to the provisions of the Act, as amended and by reference expressly incorporated herein and made a part hereof and registered and recorded with the Walworth County Register of Deeds.

2.18 Streets and Roads: The surfaced portions of the property set aside for use for travel by foot, animal or vehicle to and from the buildings to the public streets or highways.

ARTICLE III

PROPERTY AND UNITS; SUBMISSION TO ACT

3.01 Submission of Property to the Act: The Declarant hereby submits the Property to the provisions of the Act.

3.02 Units; Description and Ownership: The legal Description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat, attached hereto as Exhibit "A"[1]. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on the plat, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereon as shown on the Plat. Except as otherwise provided by the Condominium Ownership Act, no Unit Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

Each unit in the condominium shall consist of the designated area shown on the plat, attached hereto as Exhibit "A", and shall be constructed as provided on the plans and specifications incorporated in Exhibit "A" attached.

3.03 Certain Structures Not Constituting Part of a Unit: No Unit Owner shall own any pipes, wires, conduits, public utility lines or other structural components running through his Unit and serving more than his Unit, whether or not such items shall be located in the floors, ceilings, or perimeter or interior walls of the Unit, except as a tenant-in-common with all other Unit Owners.

ARTICLE IV

COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.01 Ownership of Common Elements: Each Unit Owner shall be entitled to and own an undivided interest in the common Elements as a tenant-in-common with all other Unit Owners of the Property, and except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such Owner's Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his Unit. The extent or amount of such ownership shall be expressed by a percentage amount. The percentage ownership may be changed upon unanimous written approval of all the Unit Owners in the form of an Amended Declaration duly recorded. In the event of condemnation by public authority as hereinafter provided in Article IX 9.01(a) or of loss as provided in Article X, the percentage ownership may be changed to conform with the provisions set forth therein. The DECLARANT has so determined each Unit's corresponding percentage of ownership in the Common Elements as set forth in the schedule attached hereto as Exhibit "B[2]"

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[1] The references in Section 3.02 to the Plat being Exhibit A is from the original Declaration. Exhibit A attached hereto is the Legal Description; the Plat is not being re-recorded as an Exhibit to this Amended and Restated Declaration.

[2] This reference to Exhibit B is from the original Declaration; refer to Exhibit C attached hereto.

and incorporated herein by reference, as though fully set forth herein. The undivided interest in the common elements shall not be separated from the Unit to which it appertains and shall be deemed to be leased, conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

4.02 Partition of Common Elements: There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership.

4.03 Common Elements; Description: The Common Elements shall be designated and set forth on Exhibit "A[3]," attached hereto, and shall consist of all of the condominium except the units.

4.04 Limited Common Elements; Description: The Limited Common Elements shall be as designated and set forth on Exhibit "A[4]", attached hereto, and shall be identified thereon as to type, extent and unit or units to which the Limited Common Element is assigned. Fixtures designed to serve a single unit and located contiguous to the boundary of the unit shall be deemed to be a Limited Common Element appertaining to that unit exclusively and need not be shown on Exhibit "A".

ARTICLE V

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

5.01 No Severance of Ownership; Short Term Rentals Prohibited: No Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit Ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, in being the intention hereof to prevent any severance of such combined ownership. Whenever a unit is conveyed, the corresponding percentage of ownership in the Common Elements shall be automatically included whether same is specifically set forth in the documents of conveyance or not. Only long term rentals—at least 90 days or longer—are allowed. Short term rentals, including rental-by-owner/an entity run by the Unit Owner and those using services such as Air Bnb and VRBO, etc., are strictly prohibited. Should a Unit Owner advertise a Unit as being available for short term rental, such advertising will be considered a violation of this provision.

5.02 Use of the Common Elements: Subject to the provisions of Section 5.04, each Unit Owner shall have the right to use the Common Elements in common with all other Unit Owners, as may be required for the purposes of ingress and egress to, and use, occupancy and enjoyment of, the respective Unit owned by each Unit Owner, and to the use and enjoyment of Common facilities. Such rights shall extend to the Unit Owner and the members of the immediate family and guests and other authorized occupants and visitors of the Unit Owner. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed

[3] This reference to Exhibit A is from the original Declaration; refer to the Plat.
[4] The references to Exhibit A in this Section are from the original Declaration; refer to the Plat.

by the provisions of the Act, the Declaration and the By-Laws and rules and regulations of the Board of Directors (hereinafter described and for convenience hereinafter sometimes referred to as the "Board"). The Board of Directors shall have the authority to lease or rent or grant licenses or concessions with respect to the storage areas, laundry or other parts of the Common Elements, subject to the provisions of this Declaration and the By-Laws and rules and regulations of the Board.

5.03 Maintenance of Common Elements; Common Expenses: Except as otherwise provided herein, management, repair, alteration and improvement of the Common Elements shall be the responsibility of the Board. Each Unit Owner shall pay his proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Elements, which expenses are hereinafter referred to collectively as "Common Expenses". Such "Common Expenses" shall be allocated and divided equally amongst all units regardless of size. Payment thereof shall be in such amount and at such times as may be provided by the By-Laws and/or rules and regulations of the Board. In the event of the failure of a Unit Owner to pay such proportionate share when due, the amount thereof shall constitute a lien on the interest of such Unit Owner, as provided by the Act.

5.04 Easements:

(a) Encroachments: In the event that, by reason of the construction, settlement or shifting of any Building, or the design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of the Unit encroaches or shall hereafter encroach upon any part of the Common Elements or any other Unit, or if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part of the Building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Owners of the Common Elements is such encroachment occurred due to the willful conduct of said Owner or Owners.

(b) Easements for Utilities: Wisconsin Electric, Cable TV, if any, and all other public utilities serving the property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wires and other equipment into, over, under, along and on any portion of the Common Elements for the purpose of providing the property with the utility services, together with the reasonable right of ingress to and egress from the property for said purpose. The Board may hereafter grant other or additional temporary or permanent easements for utility or other purposes over, under, along and on any portion of said Common Elements, and each Unit Owner hereby grants the board an irrevocable power of attorney to execute, acknowledge and record or register for and in the name of such Unit Owner, such instruments as may be necessary or appropriate to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of a Unit whether or not such walls lie in whole or in part within the Unit boundaries.

(c) Easements to Run with the Land: All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Unit Owner, purchaser, mortgagee and other person having any interest in the Property or any part or portion thereof. Reference in any deed of conveyance or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

(d) Easements for Police and Fire Protection: A perpetual easement is hereby granted for the free and uninterrupted access to the grounds hereinbefore described for any and all legally designated law enforcement agencies and fire departments for the performance of their duties.

(e) Easements for Post Office: A perpetual easement is hereby granted for the free and uninterrupted access to the grounds hereinbefore described for any and all legally designated representatives of the United States Postal Service for the performance of their duties.

5.05 Limited Common Elements:

(a) Balconies and Patios: All balconies and patios, if any, shall be a part of the Common Elements and not a part of any individual Unit; however, each Unit Owner shall be entitled to the exclusive use and possession of that balcony and patio or those balconies and patios, if any, direct access to which is provided from his respective Unit and which is or are located outside of and adjoining his respective Unit; unless and until such time as the Board as hereinafter provided determines to the contrary, each Unit Owner shall be responsible for repair, maintenance and appearance of the balconies and patios, the exclusive use and possession whereof is extended hereby, at his own expense, including (without limitation) responsibility for breakage, damage, malfunction and ordinary wear and tear. A Unit Owner shall not paint, or otherwise decorate or adorn or change the appearance of any such balcony and patio, in any manner contrary to such rules and regulations as may be established by the said Board of Association (hereinafter referred to). In the event any such balcony and patio shall be appurtenant to more than one Unit, then all rights and obligations of the Owners of each such Unit with respect to the use, maintenance and repair of such balcony and patio shall be joint, common and indivisible, and shall not be subject to partition through judicial proceedings or otherwise.

(b) Parking Areas and Garages: Any parking area or other portion of the property allocated to parking purposes shall be part of the Common Elements and not part of any individual Unit, except the garage assigned to a Unit as its Limited Common Element. The exclusive use and possession of a garage given a Unit Owner or Owners shall be subject to such rules and regulations as the Board may deem fit, including the requirement that such exclusive use and possession encompass the obligation to clean and maintain that portion of the Common Elements subject thereto as an expense of a Unit Owner rather than a Common Expense. The ownership of a garage shall be limited to Unit Owners only.

(c) Storage Areas: Storage areas in any Building outside of the respective Unis shall be part of the Common Elements and the use thereof shall be allocated among the Unit Owners as the Board may by Its rules and regulations prescribe.

5.06 Separate Mortgages of Units: Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Property or any part thereof, except his own Unit and his own respective ownership interest in the Common Elements as aforesaid.

5.07 Separate Real Estate Taxes: It is intended and understood that real estate taxes are separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements.

5.08 Utilities: Each Unit Owner shall pay for his own natural gas, cable TV, telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses,

Each Unit Owner shall be responsible for his own insurance on the contents of his own unit, his additions and improvements thereto and decorating and furnishings to the extent further described and set forth herein, and personal property with the Unit, and his personal property stored elsewhere in the property, and his personal liability, all to the extent not covered by fire and liability insurance for all of the Unit Owners contained as part of the common expenses as provided below.

5.09 Maintenance, Repairs and Replacements of Units:

(a) By the Board: The Board, at its expense, shall be responsible for the maintenance, repair and replacement of those portions, if any, of each Unit which contribute to the support of any Building, excluding however, interior walls, ceiling and flooring. In addition, the Board shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries as specified in Sections 3.02 and 3.03, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of any individual Owner under any other provision of this Declaration.

(b) By the Owner: Except as otherwise provided in Paragraph (a) above, each Unit Owner shall furnish, at his own expense, and be responsible for the following:

(1) All of the maintenance, repairs and replacements within his own Unit, including drywall and all of the doors and windows appurtenant thereto, and all internal installations of such Unit such as refrigerators, ranges and other kitchen appliances, lighting fixtures and other electrical fixtures, appliances, and heating, plumbing and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries as specified in Sections 3.02 and 3.03, provided, however, such maintenance,

repairs and replacements as may be required for the bringing of water, gas and sewer service or electricity to the Unit, shall be furnished by the Board as part of the Common Expenses. The Board may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by personnel as a Common Expense.

(2) All of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of such portions of the perimeter walls, floors and ceilings as lie within the boundaries of his Unit as shown on the Plat, and such Unit Owner shall maintain such portions in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board. The interior and exterior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner.

The use of the covering of the interior surfaces of such windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Board. Decorating of the Common Elements (other than interior surfaces within the Units as above provided shall be furnished by the Board as part of the Common Expenses. Exterior roofing and painting shall be the expense of the Board as a Common Expense as hereinbefore provided. Nothing herein contained shall be construed to impose a contractual liability upon the Board for maintenance, repair and replacement, but the Board's liability shall be limited to damages resulting from negligence. The respective obligations of the Board and Unit Owners set forth in this Declaration shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement required to cure a latent or patent defect in material or workmanship in the construction or location of a structure on the property, nor because they may become entitled to the benefit of any construction guarantee or proceeds under policies of insurance.

5.10 Negligence of Owner: If, due to the negligent act or omission of a Unit Owner, or of a member of his family or household animal, or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board, subject to the rules, regulations and By-Laws of the Board.

5.11 Joint Facilities: To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the rules and regulations of the Board. The authorized representatives of the Board, or of the manager or managing agent for the Building, shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance repairs, or replacements or fixtures affecting or serving other Units or the Common Elements.

ARTICLE VI

INSURANCE

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

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

(a) Worker's compensation insurance;

(b) Liability insurance providing coverage in an amount not less than two million dollars ($2,000,000) per occurrence for injury, including death, and property damage covering the Association, the Board of Directors, officers, and all agents and employees of the Association, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Property;

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

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

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

6.03 Insurance Deductible. In the event of any insured loss on the Association's master insurance policy, the Association's deductible shall be the responsibility of the person or entity (including the Association) who would be responsible for such damage under the Condominium Documents, in the absence of insurance. If the cause of loss originates within a Unit, the Unit Owner is responsible for the damage costs up to the Association's master insurance policy

deductible. If the cause of the loss originates in more than one Unit or a Unit and the Common Elements, the responsibility for paying the Association's deductible shall be equitably apportioned by the Board in its sole discretion among the Unit(s) and/or Common Elements where the loss originated.

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

(a) The personal property within the Unit;

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

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

(d) Special perils contents coverage; and

(e) Sewer backup and sump pump failure coverage.

ARTICLE VII

BUDGET-ASSESSMENTS-MAINTENANCE FUND

7.01 Preparation of Estimated Budget: Each year on or before December 1, the Board shall estimate the total amount necessary to pay the costs of wages, payroll taxes, materials, insurance, services, management fees, supplies, maintenance, repairs, landscaping, fuel, power and other common utilities and Common expenses, which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements and shall, on or before December 15, notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Owners according to the By-Laws. Said assessments shall be payable as provided in the By-Laws. On or before the date of the Annual Meeting of each calendar year, the Board shall supply to all the Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures, plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owners' payment obligations to the next monthly installments due from Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's payment obligations to the installments due in the succeeding months after rendering of the accounting as provided in the By-Laws.

7.02 Reserve for Contingencies and Replacements: The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be

charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board may, at any time, levy a further assessment, which shall be assessed to the Owners according to the By-Laws. The Board shall serve notice of such further assessment on all Owners as provided in the By-Laws and such further assessment shall become effective as provided in the By-Laws. All Owners shall be obligated to pay the adjusted amount. At the time each Unit is first occupied, the Unit Owner shall pay (in addition to the first monthly assessment) to the manager or managing agent or as otherwise directed by the Board, the sum of Three Hundred and 00/100 Dollars, ($300.00) which amount shall be used and applied as an operating reserve for common expenses in the manner herein provided.

7.03 Budget for First Year: When the first Board elected hereunder takes office, it shall determine the "estimated cash requirement" as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31, of the calendar year in which said election occurs. Assessments shall be levied against the Owners during said period as provided in the By-Laws.

7.04 Failure to Prepare Annual Budget: The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered. Said payment shall be as provided in the By-Laws.

7.05 Books and Records: The board shall keep full and correct books of account in chronological order 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. Such records and the vouchers authorizing the payments shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours of week days as may be requested by the Owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee as fixed by the board not to exceed twenty-five dollars ($25.00), any Owner shall be furnished a statement of his account, setting forth the amount of any unpaid assessments or other charges due and owing from such Owner[5].

7.06 Status of Collected Funds: All funds collected shall be held and expended for the purposes designated and (except for such special assessments as may be levied against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners as provided in the By-Laws.

7.07 Remedies for Failure to Pay Assessments: If any Unit Owner shall default in the payment of any charge or assessment imposed by the Board, the Board shall have the authority for

[5] Charging for a first payoff statement request is now disallowed by Wis. Stat. Section 703.335.

and on behalf of itself and said Association and as the representative of all Unit Owners, to exercise and enforce any and all rights and remedies as may be provided in the Act, the By-Laws, this Declaration or otherwise available at law or in equity, for the collection of all such unpaid charges or assessments.

7.08 Rental during Foreclosure: In the event of the foreclosure of a lien for unpaid common expenses, the Unit Owner who is the defendant in such proceeding shall be required to pay a reasonable rental for such Unit.

7.09 Amendments: Except for such amendments as may be required to conform any provision of the Declaration to the requirements of law, all amendments to this Article VII shall only be effective upon unanimous written consent of the Owners and their mortgagees. No Unit Owner may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use of enjoyment of any of the common areas and facilities or by abandonment of his Unit.

ARTICLE VIII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

8.01 Units and Common Elements: The Units and Common Elements shall be occupied and used as follows:

(a) Purpose: No part of the Property shall be used for other than housing and related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose. That part of the Common Elements separating any two or more adjoining Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall be determined by the Board in writing.

(b) Obstruction of Common Elements: There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements without the prior consent of the Board, except as hereinafter expressly provided. Each Owner shall be obligated to maintain and keep in good order and repair his own Unit.

(c) Hazardous Uses and Waste: Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property, or contents thereof, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Property, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(d) Exterior Exposure of Buildings: Unit owners shall not cause nor permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Building, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board or as otherwise set forth in the Rules and Regulations or by law. Owners shall not cause nor permit

any sign, poster or other display to be located inside of or adjacent to any door or window in such manner or fashion as to be visible to the exterior of the building, including "For Sale", "For Rent" or any other type of sign, except as otherwise set forth in the Rules and Regulations or by law.

(e) Impairment or Structural Integrity of Building: Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of any Building or which would structurally change any Building except as is otherwise provided herein. No Unit Owner shall overload the electric wiring in the Buildings, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgement of the Board, an unreasonable disturbance to others.

(f) Use: The real estate covered by this Declaration includes therein present and possible future recreational areas and facilities. Unit Owners, members of their immediate families, guests and invitees may use these Common Elements designated for nature trails, walkways, playgrounds, parks allied recreational area and facilities may be used for intended purposes, including where allowed, the playing, placement of benches or chairs, and allowed reasonable use thereof provided said use does not interfere with the use and enjoyment of the Common Elements by the other Unit Owners.

(g) Alterations of Common Elements: Nothing shall be altered or constructed - in or removed from the Common Elements except upon the written consent of the Board.

(h) Parking Area: That part of the Common Elements identified on the Plats Parking Area shall be used by the Owners for parking purposes, subject to the exclusive rights of the respective Unit Owners. Motor homes and mobile homes shall not be parked, stored or utilized on the premises without prior Board approval. Approval shall be limited to a maximum of seventy-two (72) hours. No use shall be in violation of local ordinances or state law.

(i) Temperature Control and Water Detection within Units: The Association may require that Units have wifi thermostats installed in the Units and the Board may adopt Rules and Regulations regarding installation, operation, and use of wifi thermostats. In addition, the Association may require that Units have water detection systems installed and the Board may adopt Rules and Regulations regarding installation, operation, and use of water detection systems.

8.02 By-Laws: The By-Laws shall govern the management and operation of the Condominium, except as otherwise provided in this Declaration, including any restrictions on or requirement respecting the use and maintenance of the units and the Common Elements.

ARTICLE IX

CONDEMNATION AND UNPAID ASSESSMENTS

9.01 Condemnation:

(a) In the event of condemnation under the Laws of Wisconsin of a portion of the premises including therein a residential building, or buildings whereby construction of a like building or buildings cannot be reasonably effected on the remaining premises, the proceeds of said condemnation and rights of action arising thereunder shall be distributed as follows:

(1) To the Owners of the individual Units condemned, that portion of the condemnation award attributable to each Owner's Unit and the right of action, if any, arising thereunder and attributable to said Unit, together with said Owner's interest in the condemnation award for the common elements condemned plus a sum equal to said Owner's interest in the remaining common elements to be paid by the remaining owners.

(2) To the Owners of the common elements whose residential Units were not condemned, as their interests may appear. The Board shall determine whether legal action shall be brought on any right of action arising under the condemnation. Any award obtained by legal action, shall be disbursed to the Owners as their common interests may appear, including the Owners of those units condemned as though they were voting members.

(3) The decision as to whether a like building, or buildings may be constructed elsewhere on the premises, shall be determined by the voting members. A favorable vote for construction shall be by fifty-one percent (51%) of the voting members. Any proposed construction shall be subject to the Laws of the State of Wisconsin and the Ordinances of the Town of Delavan and the County of Walworth.

(4) The condemnation of an Owner's unit and its non-replacement with a like unit, shall terminate said Owner's membership. The remaining members shall constitute the Owners of all common elements and their interests therein shall be recomputed according to the ratio their unit bears to the total of the remaining units as set forth in this Declaration.

9.02 Responsibility of Transferees for Unpaid Assessments: In a voluntary transfer of a Unit, the transferee of the Unit shall be jointly and severally liable with the transferor for all unpaid assessments against the latter up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amount paid by the transferee therefor. However, any such transferee shall be entitled to a statement from the Board or President; or managing agent of the Association, as the case may be, setting forth the amount of the unpaid assessments against the transferor due to the Association and such transferee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the transferor in excess of the amount therein set forth. In the event the association or the Board does not provide a statement setting forth any sums due within five (5) business days after transferee's request for same, the association or the Board shall be barred from claiming a lien against the transferee.

ARTICLE X

DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS

10.01 Insurance:

(a) Sufficient Insurance: In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss, or damage, and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such

insurance proceeds in payment therefor; provided, however, that in the event, within sixty (60) days after said damage, or destruction, shall occur, the Unit Owners elect either to sell the Property as hereinafter provided in Article XI or to withdraw the Property from the provisions of the Act, as therein provided, then such repair, restoration or reconstruction shall not be undertaken. In the event of damage or destruction to any single building or the buildings aggregating less than fifty percent (50%) of the total buildings, said building or buildings shall be promptly repaired or restored, subject to the provisions of Article VI hereinbefore set forth.

(b) Insufficient Insurance: In the event the Property or the improvements thereon so damaged are not insured against the risk causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the improvements within ninety (90) days after said damage or destruction shall occur, then the provisions of the Act in such event shall apply.

(c) Any vote of the Owners required under this section shall require the affirmative vote of the Owners having 75% or more of the votes.

10.02 Substantial Restoration: Repair, restoration or reconstruction of the improvements, as used in this Article, means restoring the improvements to substantially the same condition in which they existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

ARTICLE XI

SALE OF THE PROPERTY; REMOVAL FROM CONDOMINIUM OWNERSHIP

11.01 Voluntary Sale of the Property: The Owners by affirmative vote of 75% of the total vote, at a meeting of Unit Owners called for such purpose, may elect to sell the property as a whole. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments, and to perform all acts as in manner and form may be necessary to effect such sale, provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with Board within twenty (20) days after the date of the meeting at which said sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on an appraiser, such Unit Owner and the Board may each select an appraiser, and the two so selected shall select a third, and the fair market value as determined by a majority of the three appraisers so selected shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

11.02 Removal: All of the Owners may remove the property from the provisions of this Declaration by executing and recording an instrument to that effect. All holders of liens affecting any of the units must consent in writing, said consent to be duly recorded, to the transfer of their lien to the percentage of undivided interest of the Unit Owner in the property.

In the event of the removal of the property from the provisions of this Declaration, the property shall be deemed to be owned in common by the Unit Owners. The percentage of undivided interest in the condominium shall be the percentage interest of the unit as a tenant in common.

ARTICLE XII

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

12.01 Abatement and Enjoyment: The violation of any rule, restriction, condition or regulation adopted by the Board, or the breach or default of any covenant, By-Law or provision contained herein or contained in the Act, shall give the Board the right:

(a) To enter upon the Property upon which, or as to which such violation or broach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass;

(b) To prohibit the use of all of the amenities of the condominium and the common elements thereof, except for the right of ingress and egress over the roadways and walkways located on the common elements and the use of the individual unit by the defaulting owner;

(c) To fine for the violation as set forth in the Rules and Regulations;

(d) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; and

(e) To seek damages by appropriate legal proceedings.

ARTICLE XIII

GENERAL PROVISIONS

13.01 Notice to Mortgage Lenders: Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner or Owners whose Unit Ownership is subject to such mortgage or trust deed.

13.02 Service of Notices on Devisees and Personal Representatives: Notices required or desired to be given–to any devisee or personal representatives of a deceased Owner may be delivered either personally, electronically, or by mail to such party at his or its address appearing in the records of the Court wherein the estate of such deceased Owner is being administered.

13.03 Covenants to Run With Land: Each Unit Owner, by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Warranty Deed or Land Contract or any Contract for any deed of conveyance, accepts the same subject to all restrictions, conditions,

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

13.04 Non-Waiver of Covenants: No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or any time lapse.

13.05 Amendments to Declaration: The provisions of Article III, Article IV, Article VII, and Section 14.07 of this Declaration may be changed, modified, or rescinded by instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, all of the Owners and all mortgagees having bona fide liens of record against Unit Ownerships. Other provisions of this Declaration (except Section 14.06, which may never be changed without written consent of the DECLARANT), may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, the Owners having at least three-fourths (3/4ths) of the total vote and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, not less than ten (10) days prior to the date of such affidavit. Such change, modification or rescission shall be effective upon recording of such instrument in the office of the Register of Deeds of Walworth County, Wisconsin, provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

13.06 Severability: The invalidity of any covenant, restriction, condition, limitation, or any other provision of this Declaration or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

13.07 Perpetuities and Restraints on Alienation: If any of the options, privileges covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the now living lawful descendants of Tommy Thompson and George Bush.

13.08 Interpretation of Declaration: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class condominium residential development. In the event of any controversy arising under this Declaration, same shall be submitted to arbitration under the laws of the State of Wisconsin, as a pre-requisite to the commencement of any legal proceeding. Such arbitration shall be before one disinterested arbitrator if one can be agreed upon, otherwise before three disinterested arbitrators, one named by the party or parties submitting the matter at issue, one named by the party or parties contesting the matter at issue, and one by the two this chosen. The arbitrator or

arbitrators shall determine the controversy in accordance with the laws of the State of Wisconsin as applied to the facts found by him or them. The expense of arbitration proceeding conducted hereunder shall be borne equally by the parties. All arbitration proceedings hereunder shall be conducted in Walworth County, Wisconsin.

13.09 Indemnity to Board Members: The members of the Board and the officers thereof or of the Association shall not be liable to the Unit Owners for any mistake or judgement or any acts or omissions made in good faith as such members or officers. The Unit Owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others arising out of contracts made by members or officers on behalf of the Unit Owners of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such members or officers shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners of the Association. The liability of any Unit Owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage interest of all the Unit Owners in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Each agreement made by such members or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members or officers or the managing agent, as the case may be, as agents for the Unit owners or the Board or Association.

13.10 Service of Process: All legal notices and service of process which may be made or given to the Association shall be through its Registered Agent, as stated on file with the Wisconsin Department of Financial Institutions. At the time of recording this Restated Declaration, the Association's Registered Agent is MPC Property Management LLC, 120 E. Chestnut Street, Burlington, WI 53105.

This Seventh Amended and Restated Declaration complies with the requirements of the Declaration and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of Unit owners with not less than three-fourths (3/4) of the Unit Owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units to the extent required by the Act. No changes have been made to Articles III, IV, VII, or Section 14.07, which require 100% owner consent per Section 14.07.

IN WITNESS WHEREOF, the Association has executed this Seventh Amended and Restated Declaration of Condominium for Delavan Club Condominium this 17th day of July, 2026.

DELAVAN CLUB CONDOMINIUM OWNERS ASSOCIATION, INC., a Wisconsin Non-Stock Corporation,

By: William Mansfield, President

STATE OF WISCONSIN)
) ss.
COUNTY OF)

This document was acknowledged before me by William Mansfield as President of Delavan Club Condominium Owners Association, Inc. on this 17 day of July, 2026

CARISSA R PEZEWSKI NOTARY PUBLIC STATE OF WISCONSIN

Carissa R Pezewski
Notary Public, State of Wisconsin
Name: Carissa R Pezewski
My Commission Expires: Oct 30, 2027

This document was drafted by:
Lydia J. Chartre, Esq.
Kaman & Cusimano, LLC
111 E. Kilbourn Ave.
Suite 1700
Milwaukee, WI 53202

EXHIBIT A

Legal Description

Units 1, 2, 3, 4, 5, 6, 7 and 8 Ashford House, Units 1, 2, 3, 4, 5, 6, 7 and 8 Brighton House, Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Cambridge House, Units 1, 2, 3, 4, 5, 6, 7 and 8 Devonshire House, Units 1, 2, 3, 4, 5, 6, 7 and 8 Essex House, Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Foxworth House, Units 1, 2, 3, 4, 5, 6, 7 and 8 Greenwich House, Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Hampton House, Units 1, 2, 3, 4, 5, 6, 7 and 8 Inverness House, Units 1, 2, 3, 4, 5, 6, 7 and 8 Jefferson House, Units 1, 2, 3 and 4 Manchester House, Units 1, 2, 3 and 4 Nottingham House, Units 1, 2, 3 and 4 Oxford House, Units 1, 2, 3 and 4 Princeton House, Units 1, 2, 3 and 4 Quincy House, Units 1, 2, 3 and 4 Rutherford House, and Units 1, 2, 3 and 4 Sherwood House in Delavan Club Condominium(s) created by a "Declaration of Condominium" recorded on August 10, 1990, in the Office of the Register of Deeds for Walworth County, Wisconsin, as Document No. 198778, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the Town of Delavan, County of Walworth, Wisconsin

EXHIBIT B

Tax Key Numbers

Tax Key	Street Address
FDC 00001	1441 S. Delavan Club Boulevard
FDC 00002	1442 S. Delavan Club Boulevard
FDC 00003	1443 S. Delavan Club Boulevard
FDC 00004	1444 S. Delavan Club Boulevard
FDC 00005	1445 S. Delavan Club Boulevard
FDC 00006	1446 S. Delavan Club Boulevard
FDC 00007	1447 S. Delavan Club Boulevard
FDC 00008	1448 S. Delavan Club Boulevard
FDC 00009	1449 S. Delavan Club Boulevard
FDC 00010	1450 S. Delavan Club Boulevard
FDC 00011	1451 S. Delavan Club Boulevard
FDC 00012	1452 S. Delavan Club Boulevard
FDC 00013	1453 S. Delavan Club Boulevard
FDC 00014	1454 S. Delavan Club Boulevard
FDC 00015	1455 S. Delavan Club Boulevard
FDC 00016	1456 S. Delavan Club Boulevard
FDC 00017	1457 S. Delavan Club Boulevard
FDC 00018	1458 S. Delavan Club Boulevard
FDC 00019	1459 S. Delavan Club Boulevard
FDC 00020	1460 S. Delavan Club Boulevard
FDC 00021	1461 S. Delavan Club Boulevard
FDC 00022	1462 S. Delavan Club Boulevard

FDC 00023	1463 S. Delavan Club Boulevard
FDC 00024	1464 S. Delavan Club Boulevard
FDC 00025	1465 S. Delavan Club Boulevard
FDC 00026	1466 S. Delavan Club Boulevard
FDC 00027	1467 S. Delavan Club Boulevard
FDC 00028	1468 S. Delavan Club Boulevard
FDC 00029	1469 S. Delavan Club Boulevard
FDC 00030	1470 S. Delavan Club Boulevard
FDC 00031	1471 S. Delavan Club Boulevard
FDC 00032	1472 S. Delavan Club Boulevard
FDC 00033	1520 N. Delavan Club Boulevard
FDC 00034	1521 N. Delavan Club Boulevard
FDC 00035	1522 N. Delavan Club Boulevard
FDC 00036	1523 N. Delavan Club Boulevard
FDC 00037	1516 N. Delavan Club Boulevard
FDC 00038	1517 N. Delavan Club Boulevard
FDC 00039	1518 N. Delavan Club Boulevard
FDC 00040	1519 N. Delavan Club Boulevard
FDC2 00041	1501 N. Delavan Club Boulevard
FDC2 00042	1502 N. Delavan Club Boulevard
FDC2 00043	1503 N. Delavan Club Boulevard
FDC2 00044	1504 N. Delavan Club Boulevard
FDC2 00045	1505 N. Delavan Club Boulevard
FDC2 00046	1506 N. Delavan Club Boulevard
FDC2 00047	1507 N. Delavan Club Boulevard

FDC2 00048	1508 N. Delavan Club Boulevard
FDC2 00049	1489 S. Delavan Club Boulevard
FDC2 00050	1490 S. Delavan Club Boulevard
FDC2 00051	1491 S. Delavan Club Boulevard
FDC2 00052	1492 S. Delavan Club Boulevard
FDC2 00053	1493 S. Delavan Club Boulevard
FDC2 00054	1494 S. Delavan Club Boulevard
FDC2 00055	1495 S. Delavan Club Boulevard
FDC2 00056	1496 S. Delavan Club Boulevard
FDC2 00057	1473 S. Delavan Club Boulevard
FDC2 00058	1474 S. Delavan Club Boulevard
FDC2 00059	1475 S. Delavan Club Boulevard
FDC2 00060	1476 S. Delavan Club Boulevard
FDC2 00061	1477 S. Delavan Club Boulevard
FDC2 00062	1478 S. Delavan Club Boulevard
FDC2 00063	1479 S. Delavan Club Boulevard
FDC2 00064	1480 S. Delavan Club Boulevard
FDC2 00065	1481 S. Delavan Club Boulevard
FDC2 00066	1482 S. Delavan Club Boulevard
FDC2 00067	1483 S. Delavan Club Boulevard
FDC2 00068	1484 S. Delavan Club Boulevard
FDC2 00069	1485 S. Delavan Club Boulevard
FDC2 00070	1486 S. Delavan Club Boulevard
FDC2 00071	1487 S. Delavan Club Boulevard
FDC2 00072	1488 S. Delavan Club Boulevard

FDC2 00073	1536 N. Delavan Club Boulevard
FDC2 00074	1537 N. Delavan Club Boulevard
FDC2 00075	1538 N. Delavan Club Boulevard
FDC2 00076	1539 N. Delavan Club Boulevard
FDC2 00077	1532 N. Delavan Club Boulevard
FDC2 00078	1533 N. Delavan Club Boulevard, Unit 2
FDC2 00079	1534 N. Delavan Club Boulevard, Unit 3
FDC2 00080	1535 N. Delavan Club Boulevard
FDC2 00081	1528 N. Delavan Club Boulevard
FDC2 00082	1529 N. Delavan Club Boulevard
FDC2 00083	1530 N. Delavan Club Boulevard
FDC2 00084	1531 N. Delavan Club Boulevard
FDC2 00085	1524 N. Delavan Club Boulevard
FDC2 00086	1525 N. Delavan Club Boulevard
FDC2 00087	1526 N. Delavan Club Boulevard
FDC2 00088	1527 N. Delavan Club Boulevard
FDC3 00001	1401 S. Delavan Club Boulevard
FDC3 00002	1402 S. Delavan Club Boulevard
FDC3 00003	1403 S. Delavan Club Boulevard
FDC3 00004	1404 S. Delavan Club Boulevard
FDC3 00005	1405 S. Delavan Club Boulevard
FDC3 00006	1406 S. Delavan Club Boulevard
FDC3 00007	1407 S. Delavan Club Boulevard
FDC3 00008	1408 S. Delavan Club Boulevard
FDC3 00009	1409 S. Delavan Club Boulevard

FDC3 00010	1410 S. Delavan Club Boulevard
FDC3 00011	1411 S. Delavan Club Boulevard
FDC3 00012	1412 S. Delavan Club Boulevard
FDC3 00013	1413 S. Delavan Club Boulevard
FDC3 00014	1414 S. Delavan Club Boulevard
FDC3 00015	1415 S. Delavan Club Boulevard
FDC3 00016	1416 S. Delavan Club Boulevard
FDC3 00017	1417 S. Delavan Club Boulevard
FDC3 00018	1418 S. Delavan Club Boulevard
FDC3 00019	1419 S. Delavan Club Boulevard
FDC3 00020	1420 S. Delavan Club Boulevard
FDC3 00021	1421 S. Delavan Club Boulevard
FDC3 00022	1422 S. Delavan Club Boulevard
FDC3 00023	1423 S. Delavan Club Boulevard
FDC3 00024	1424 S. Delavan Club Boulevard
FDC3 00025	1425 S. Delavan Club Boulevard
FDC3 00026	1426 S. Delavan Club Boulevard
FDC3 00027	1427 S. Delavan Club Boulevard
FDC3 00028	1428 S. Delavan Club Boulevard
FDC3 00029	1429 S. Delavan Club Boulevard
FDC3 00030	1430 S. Delavan Club Boulevard
FDC3 00031	1431 S. Delavan Club Boulevard
FDC3 00032	1432 S. Delavan Club Boulevard
FDC3 00033	1433 S. Delavan Club Boulevard
FDC3 00034	1434 S. Delavan Club Boulevard

FDC3 00035	1435 S. Delavan Club Boulevard
FDC3 00036	1436 S. Delavan Club Boulevard
FDC3 00037	1437 S. Delavan Club Boulevard
FDC3 00038	1438 S. Delavan Club Boulevard
FDC3 00039	1439 S. Delavan Club Boulevard
FDC3 00040	1440 S. Delavan Club Boulevard
FDC3 00041	1512 N. Delavan Club Boulevard
FDC3 00042	1513 N. Delavan Club Boulevard
FDC3 00043	1514 N. Delavan Club Boulevard
FDC3 00044	1515 N. Delavan Club Boulevard

EXHIBIT C

Percentage Interest

UNIT NUMBER	OWNERSHIP POINTS	PERCENTAGE INTEREST
Essex 1	835	.51772
Essex 2	1128	.69938
Essex 3	1085	.67272
Essex 4	1458	.69938
Essex 5	1085	.67272
Essex 7	835	.51772
Essex 8	1128	.69938
Foxworth 1	835	.51772
Foxworth 2	1128	.69938
Foxworth 3	1065	.67272
Foxworth 4	1458	.90399
Foxworth 5	1085	.67272
Foxworth 6	1458	.90399
Foxworth 7	635	.51772
Foxworth 8	1128	.69938
Foxworth 9	835	.51772
Foxworth 10	1122	.69938

Foxworth 11	1085	.67272
Foxworth 12	1458	.90399
Foxworth 13	1085	.67272
Foxworth 14	1458	.90399
Foxworth 15	835	.51772
Foxworth 16	1128	.69938
Greenwich 1	835	.51772
Greenwich 2	1128	.69938
Greenwich 3	1085	.67272
Greenwich 4	1458	.90399
Greenwich 5	1085	.67272
Greenwich 6	1458	.90399
Greenwich 7	835	.51772
Greenwich 8	1128	.69938
Nottingham 1	1576	.97715
Nottingham 2	1576	.97715
Nottingham 3	1576	.97715
Nottingham 4	1576	.97715
Inverness 8	1128	.69938
Jefferson 1	835	.51772

Jefferson 2	1128	.69938
Jefferson 3	1085	.67272
Jefferson 4	1458	.90399
Jefferson 5	1085	.67272
Jefferson 6	1458	.90399
Jefferson 7	835	.51772
Jefferson 8	1085	.67272
Princeton 1	1576	.97715
Princeton 2	1576	.97715
Princeton 3	1576	.97715
Princeton 4	1576	.97715
Quincy 1	1576	.97715
Quincy 2	1576	.97715
Quincy 3	1576	.97715
Quincy 4	1576	.97715
Rutherford 1	1576	.97715
Rutherford 2	1576	.97715
Rutherford 3	1576	.97715
Rutherford 4	1576	.97715
Sherwood 2	1576	.97715

Sherwood 3	1576	.97715
Sherwood 4	1576	.97715
Ashford 1	835	.51772
Ashford 2	1128	.69938
Ashford 3	1085	.67272
Ashford 4	1458	.90399
Ashford 5	1085	.67272
Ashford 6	1458	.90399
Ashford 7	835	.51772
Ashford 8	1128	.69938
Brighton 1	835	.51772
Brighton 2	1128	.69938
Brighton 3	1085	.67272
Brighton 4	1458	.90399
Brighton 5	1085	.67272
Brighton 6	1458	.90399
Brighton 7	835	.51772
Brighton 8	1128	.69938
Cambridge 1	835	.51772
Cambridge 2	1128	.69938

Cambridge 3	1085	.67272
Cambridge 4	1458	.90399
Cambridge 5	1085	.67272
Cambridge 6	1458	.90399
Cambridge 7	835	.51772
Cambridge 8	1128	.69938
Cambridge 9	835	.51772
Cambridge 10	1128	.69938
Cambridge 11	1085	.67272
Cambridge 12	1458	.90399
Cambridge 13	1085	.67272
Cambridge 14	1458	.90399
Cambridge 15	835	.51772
Cambridge 16	1128	.69938
Devonshire 1	835	.51772
Devonshire 2	1128	.69938
Devonshire 3	1085	.67272
Devonshire 4	1458	.90399
Devonshire 5	1085	.67272
Devonshire 6	1458	.90399

Devonshire 7	835	.51772
Devonshire 8	1085	.67272
Manchester 1	1576	.97715
Manchester 2	1576	.97715
Manchester 3	1576	.97715
Manchester 4	1576	.97715
Oxford 1	1576	.97715
Oxford 2	1576	.97715
Oxford 3	1576	.97715
Oxford 4	1576	.97715
Hampton 1	835	.51772
Hampton 2	1128	.69938
Hampton 3	1085	.67272
Hampton 4	1458	.90399
Hampton 5	1085	.67272
Hampton 6	1458	.90399
Hampton 7	835	.51772
Hampton 8	1128	.69938
Hampton 9	835	.51772
Hampton 10	1128	.69938

Hampton 11	1085	.67272
Hampton 12	1458	.90399
Hampton 13	1085	.67272
Hampton 14	1458	.90399
Hampton 15	835	.51772
Hampton 16	1128	.69938
Inverness 1	835	.51772
Inverness 2	1128	.69938
Inverness 3	1085	.67272
Inverness 4	1458	.90399
Inverness 5	1085	.67272
Inverness 6	1458	.90399
Inverness 7	835	.51772