TAB 1

EXECUTIVE SUMMARY

INDEX

1. *Executive Summary.* The executive summary highlights for a buyer of a condominium unit essential information regarding the condominium. The executive summary is set forth under Tab 1.

2. *Declaration.* The declaration establishes and describes the condominium, the units and the common areas. The declaration is set forth under Tab 2.

3. *Bylaws / Rules and Regulations.* The bylaws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The bylaws are set forth under Tab 3.

4. *Articles of Incorporation.* The operation of a condominium is governed by the 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 are set forth under Tab 4.

5. *Management or Employment Contracts.* Certain services are provided to the condominium through contracts with individuals or private firms. These contracts, if any, are set forth under Tab 5.

6. *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 that are in addition to mortgage and utility payments. The budget is set forth under Tab 6.

7. *Leases.* There are no units sold subject to any leases. Therefore, there are no leases included in the "Disclosure Materials."

8. *Expansion Plans.* The Declarant has reserved the right to expand the condominium in the future. A description of the plans for expansion, if any, and its effect on unit owners is set forth under Tab 7.

EXECUTIVE SUMMARY

LAUDERDALE LAKES ESTATES, A CONDOMINIUM

Governance: The condominium association is the Lauderdale Lakes Estates Condominium Owners Association, Inc., (the "Association") and its address is P.O. Box 48, Elkhorn, Wisconsin 53121:

The affairs of the Association and the Property shall be governed by the Board of Directors to be composed of three (3) persons, all of whom shall be owners of units.

Parking: Individual units shall have deeded parking facilities which shall be attached, enclosed garages capable of holding at least two automobiles. A portion of the common elements designated as a parking area shall be used by the Owners for parking purposes, subject to the exclusive rights of the respective unit owners.

Pets: Dogs, cats, or other domesticated household pets may be kept in units, subject to the rules and regulations adopted by the Board of Directors.

Rental of units: No owner may rent or lease his unit without actual conveyance of his ownership interest in the unit and his corresponding percentage of ownership in the Common Elements.

Special amenities: Special amenities available to owners of the Condominium units are: a conservancy area and ponds, with walkways to and around some of the Association ponds.

Limited Special Amenities: Units 34-44, have exclusive rights to a recreational walkway surrounding the small lake located adjacent to unites 34-44.

Maintenance and repair of units: Each unit owner is responsible for maintaining, repairing, and replacing everything related to that unit owners' unit, including all interior and exterior maintenance, repairs, decorating, and landscaping.

Maintenance, repair, and replacement of common elements: The Condominium Association is responsible for the maintenance, repair, and replacement of the common elements and limited common elements. Routine repairs and replacements will be funded from unit owner assessments. Extraordinary repairs and replacements will be funded from reserve funds to the extent they are available; otherwise, they will be funded from unit owner assessments.

Reserves: The Condominium Association maintains a reserve fund for contingencies and replacements beyond routine maintenance. Extraordinary expenditures which may become necessary are first charged against this reserve account. If the reserve account proves inadequate, the Board may, at any time, levy a further assessment.

Fees on new units: At the time each Unit is first occupied, the Unit Owner shall pay (in additionto the first monthly assessment) an amount equal to three (3) times the monthly assessment.

Expansion plans: Declarant had reserved the right to expand the condominium to a maximum of 75 units, however, the ten year right to expand has expired. There currently exist 70 units in Lauderdale Lakes Estates, a Condominium. There shall be no further expansion.

Unit alterations: Units may be altered and/or added to subject to the rules and regulations set forth within Exhibit "C" to the Declaration of Condominium. In addition, prior to any alterations, the unit owner must file a copy of the building plans and a survey showing the location of the addition to or material changes in the residential structure with the association.

Amendments: The provisions of Article III, Article IV, Article VII, and Section 14.07 of the Declaration may only be amended with the written instrument setting forth the change, modification, or rescission and must be signed by acknowledged by the Board, all of the Owners and all mortgagees having liens of record against unit ownerships. All other provisions of the Declaration may be amended by written instrument, signed and acknowledged by the Board, the owners having at least 3/4ths of the total vote and containing an affidavit by an officer of the Board certifying that a copy of the amendment has been mailed by certified mail to all mortgagees not less than 10 days prior to the date of the affidavit. The By-laws may be amended with a vote of at least 67% of the authorized votes of all unit owners. Be aware that an amendment to either the Declaration and/or By-laws could affect your rights and responsibilities as a unit owner.

Other Restrictions: See Exhibit "C" to the Declaration of Condominium for further rules and regulations.

TAB 2

DECLARATION

TABLE OF CONTENTS FOR DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR LAUDERDALE LAKES ESTATES, A CONDOMINIUM

		Page
Article I	Legal Description	2
	1.01 Description of Real Estate Submitted to Condominium Ownership Act	2
	Special Provisions Pertaining to Use	2
	Specific Portions of the Real Estate and Improvements	2
Article II	Use and Definitions	7
	2.01 Declaration	7
	2.02 Property	7
	2.03 Unit	7
	2.04 Unit Owner	8
	2.05 Unit Number	8
	2.06 Association	8
	2.07 Building	8
	2.08 Common Elements	8
	2.09 Common Expenses	8
	2.10 Common Surpluses	9
	2.11 Limited Common Elements	9
	2.12 Majority or Majority of Unit Owners	9
	2.13 Person	9
	2.14 Unit Ownership	9
	2.15 Parking Area	9
	2.16 Occupant	9
	2.17 Plat	9

	2.18	Streets and Roads	9
	2.19	Master Association	9
	2.20	Individual Grounds	9
	2.21	Auxiliary Building	10
	2.22	Designated Unit Areas	10
Article III		Property and Units: Submission to Act	10
	3.01	Submission of Property to the Act	10
	3.02	Units: Description and Ownership	10
	3.03	Certain Structures Not Constituting Part of a Unit	10
Article IV		Common Elements: Limited Common Elements	10
	4.01	Ownership of Common Elements	10
	4.02	Partition of Common Elements	11
	4.03	Common Elements: Description	11
	4.04	Limited Common Elements: Description	11
Article V		General Provisions as to Units and Common Elements	11
	5.01	No Severance of Ownership	11
	5.02	Use of the Common Elements	11
	5.03	Maintenance of Common Elements: Common Expenses	12
	5.04	Easements	12
	5.05	Limited Common Elements	14
	5.06	Separate Mortgages of Units	15
	5.07	Separate Real Estate Taxes	15
	5.08	Utilities	15
	5.09	Insurance: Unit Owners	15
	5.10	Maintenance, Repairs and Replacement Units	16
	5.11	Negligence of Owner	17

	5.12 Joint Facilities	17
Article VI	Administration	17
	6.01 Board of Directors: Association	17
	6.02 Determination of Board to be Binding	18
	6.03 Voting Rights	18
	6.04 Meetings	18
	6.05 Notices of Meetings	19
	6.06 Board of Directors: Election: Meetings	19
	6.07 General Powers of the Board	20
	6.08 Specific Powers of the Board	21
	6.09 Vouchers	25
	6.10 Rules and Regulations	25
Article VII	Budget-Assessments-Maintenance Fund	25
	7.01 Preparation of Estimated Budget	25
	7.02 Reserve for Contingencies and Replacements	26
	7.03 Budget for First Year	26
	7.04 Failure to Prepare Annual Budget	27
	7.05 Books and Records	27
	7.06 Status of Collected Funds	27
	7.07 Remedies for Failure to Pay Assessments	27
	7.08 Rental During Foreclosure	28
	7.09 Amendments	28
Article VIII	Covenants and Restriction as to Use and Occupancy	28
	8.01 Use and Occupancy of Units and Common Elements	28
	8.02 Application of By-Laws	30

Article IX	Defaults, Condemnation	30
	9.01 Default	30
	9.02 Condemnation	31
	9.03 Responsibility of Transferee for Unpaid Assessments	32
Article X	Damage or Destruction and Restoration of Buildings	32
	10.01 Insurance	32
	10.02 Substantial Restoration	33
Article XI	Sale of the Property: Removal from Condominium Ownership	33
	11.01 Voluntary Sale of the Property	33
	11.02 Removal of Property from Provisions of Declaration	33
Article XII	Remedies for Breach of Covenants, Restrictions and Regulations	33
	12.01 Abatement and Enjoyment	33
	12.02 Involuntary Sale	34
Article XIII	Formation of Association	35
	13.01 Formation of Association	35
Article XIV	General Provisions	35
	14.01 Declarant's Initial Rights	35
	14.02 Notice to Mortgage Lenders	35
	14.03 Service of Notices on Devisees and Personal Representatives	36
	14.04 Covenants to Run with Land	36
	14.05 Non-Waiver of Covenants	36
	14.06 Waiver of Damages	36
	14.07 Amendments to Declaration	37
	14.08 Severability	37

14.09	Perpetuities and Restraints on Alienation	37
14.10	Interpretation of Declaration	37
14.11	Indemnity to Board Members	38
14.12	Service of Process	38
14.13	Architectural Control	38

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DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR LAUDERDALE LAKES ESTATES, A CONDOMINIUM

THIS DECLARATION is made and entered into by Mann Development Company, LLC, a Wisconsin Limited Liability corporation, hereinafter referred to as the "DECLARANT";

WITNESSETH, THAT:

WHEREAS, the Declarant is the owner in fee simple of certain real estate, hereinafter described, located in the Town of Sugar Creek, Walworth County, Wisconsin, and

WHEREAS, the Declarant desires and intends by this Declaration to submit and subject said real estate together with all improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Condominium Ownership Act of the State of Wisconsin, as amended from time to time (hereinafter referred to as the "ACT"); and

WHEREAS, the Declarant desires to establish certain rights and easements in, over and upon said real estate for the benefit of themselves and the benefit of all future owners or occupants of the said real estate or any part thereof (which shall be known as Lauderdale Lakes Estates, a condominium, and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the property and all units, together with mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

WHEREAS, the Declarant desires and intends that the several unit owners, mortgagees, occupants and other persons hereinafter acquiring any interest in the property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote, enhance and protect the common amenities and the cooperative aspect of ownership and to facilitate the proper administration of said property, and are established for the purpose of enhancing and protecting the value desirability, appearance and aesthetics of the property; and

NOW, THEREFORE, the Declarant, as the holder of title of said real estate hereinafter described, and for the purpose hereinabove set forth, DECLARES AS FOLLOWS:

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LOIS M. KEITERHAGE
REGISTER OF DEEDS

ARTICLE I

LEGAL DESCRIPTION

1.01 The real estate which is hereby 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.

Declarant is creating an expandable condominium for residential use only to consist of a maximum of seventy-five (75) units together with limited common elements assigned to each unit as shown on the condominium plat attached hereto and incorporated herein by reference, same being more particularly described and delineated on a Plat of Survey attached hereto as Exhibit "A" which, by reference thereto, is made a part hereof.

Declarant has provided for forty-six (46) residential building sites (units) for single family residences in Phase I. Declarant hereby reserves the right for the owners of these forty-six (46) residential condominium units and any units added under the expansion rights herein provided, their families, guests, invitees, successors and assigns to utilize the common roadways and other common elements of the condominium.

Declarant reserves the right to develop within ten (10) years from the date hereof on the lands described on Exhibit "A" as "Expansion Lands" as part of Lauderdale Lakes Estates, a condominium, a maximum of an additional twenty-nine (29) units as shown on the proposed plan of development attached. This will provide a maximum combined total of seventy-five (75) units in the condominium. Declarant shall be under no obligation to expand the condominium, said expansion to be at Declarant's option. If Declarant elects to expand this condominium, Declarant shall amend this Declaration by filing an addendum thereto as provided under the Condominium Ownership Act of Wisconsin, which addendum will provide for a change in the percentage ownership interest assigned to each unit. The portion of the expansion lands shown on Exhibit "A" as "Unapproved Lands" will not be a part of the condominium unless Declarant becomes the owner of the lands and all required approvals are obtained from the Town of Sugar Creek and the County of Walworth under their ordinances and the laws of the State of Wisconsin. Declarant shall be under no obligation to seek the approvals or to procure title to the lands.

This condominium is a residential condominium consisting of a maximum o seventy-five (75) residential units together with the common elements and amenities describe in this Declaration and exhibits to the Declaration. Included in the common elements an limited common elements are all of Declarant's interest in and to the roads, walks, private lakes parks, conservancy area and grounds shown on the condominium plat. Certain portions of th common elements are assigned as limited common elements to the individual unit owner as shown on the condominium plat. Walkways, also referred to as recreational easements, ar reserved for the use, enjoyment and benefit of the unit owners as shown on the condominiur

plat. The walkways shall be permanent easements as shown on the condominium plat. The walkways shall be for use by all of the unit owners in the condominium except for the walkway around the small lake located in the block where units 34 through 44 are located. The use of this walkway is limited as hereinafter set forth.. The Declarant reserves the right at Declarant's option to construct on the common elements a storage building or buildings for use by the condominium association for the storage of equipment and supplies used in the maintenance of the condominium properties.

Said real estate is described and delineated on a Plat of Survey attached hereto as Exhibit "A" which, by reference thereto, is made a part hereof.

This condominium is made up of designated units consisting of cubes of air on Individual Grounds which will be the site of newly constructed condominium units which will be 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 and the By-Laws of the Association. Each owner shall have the exclusive rights of ownership, use and enjoyment of the common elements.

No unit owner or owners shall obstruct or in any manner interfere with the use and enjoyment of the walkways and common elements, except for the unit owner's limited common elements, in any manner, it being the intent of Declarant that these areas shall remain open and usable for the benefit of all unit owners and their designated users.

The Association shall regulate the use and maintenance of the Common Elements All tree removal and planting shall be done by the Declarant, prior to the formation of the Association, at Declarant's expense and the Association thereafter as a common expense except for any tree removal required in the construction of the residential units, drives and improvements on the individual unit sites. No unit owner may plant or remove any trees or shrubs without prior approval of the Declarant prior to the formation of the Association and the Association thereafter. No vegetation may be removed from the conservancy area by any unit owner or owners or by the association without prior approval of the appropriate governmental authorities.

No unit owner may construct or maintain any auxiliary facilities, other than the principal residential structure, without Declarant's prior approval or after formation of the Association, 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 not be responsible for exterior maintenance of the units except in the event a unit owner fails to maintain the exterior of their unit in sightly and good condition. If a unit owner fails to maintain the exterior of their unit or the limited common elements in good and sightly condition, the Association will do so and shall special assess the unit owner for all costs and expenses incurred. The special assessment shall be enforceable as provided by law for an condominium assessment.

All construction, use and occupancy of the units and real estate shall be subject to the provisions of the rules and regulations labeled Exhibit "C" attached hereto and incorporated herein by reference.

The parks, walkways (also referred to as recreational easements), roadways and designated parking areas serving the condominium as a whole shall be maintained by the Association as a common element and expense.

The Declarant reserves the right to grant to the property owners association for Charl-Mar Subdivision a park on the northernmost lake at a site to be selected by Declarant. In the event Declarant grants the park to the subdivision association, the subdivision association shall be solely responsible for the care and maintenance of the park. The association shall be assessed annually a sum equal to the annual assessment for a single unit in the condominium to cover the prorata share of the subdivision association for the condominium operating expenses benefiting the park. The use of the association park shall be restricted to the home owners in Charl-Mar Subdivision and their families and guests. In the event the association fails to pay the annual assessment and/or fails to maintain the park in a neat, orderly and sightly manner, the condominium association may, at its option, bring an action to declare the rights of Charl-Mar Subdivision owners association terminated and the park forfeited to the condominium association to become part of the common elements. No legal action shall be commenced until after the expiration of ten (10) days following service of the notice on the subdivision owners association. The subdivision owners' association shall have the ten (10) day notice period in which to correct the condition constituting the basis for the notice of termination. If the condition is not corrected within the ten (10) day period, legal action may be commenced. In the event the subdivision owners' association shall correct the condition that is the basis of the notice, no action shall be commenced.

Notice is hereby given that when public sewer utility service becomes available to the units in the condominium, the unit owners shall be required to hook-up and install said public sewer utility service.

Declarant will install a fire department water point (dry hydrant) having suitable access to the largest private lake being constructed on the condominium common elements which waterpoint shall not be obstructed or removed by the unit owners or association without the prior written consent of the fire department(s) serving the condominium and surrounding residential areas.

Declarant shall construct and the condominium association shall maintain a five (5) foot in height chain link fence on the boundary line between the condominium and Charl-Mar Subdivision unless the home owners in said subdivision, the Town Board of the Town of Sugar Creek and the Walworth County Park & Planning Commission all waive the construction of the fence.

No solid view obstructing fences shall be constructed within the condominium except for fencing designed to screen the privacy of any patio or deck located immediately adjacent to the residential unit.

No gas or diesel powered aquatic vehicles or watercraft shall be used on any of the private lakes within the condominium. The use of the private lakes shall be regulated by the Declarant prior to the formation of the condominium association and by the condominium association thereafter.

The roads located within the condominium boundaries shall be private and shall be maintained by the condominium association. The Town of Sugar Creek may, upon application by the Declarant and/or the condominium association, accept the dedication of the roads as public town roads. The Town of Sugar Creek shall be under no obligation to accept the dedication of the roads and may, in its discretion, reject any application to make the roads public.

At the time a residence is constructed on a unit located on Individual Grounds, the Unit Owner shall install an approved driveway light adjacent to the road right of way and shall be responsible for its operation, care and maintenance, it being the intent of Declarant that all units shall, upon completion of construction, have road lights sufficient to provide lighting and guidance for the users of the roads. At the time of the closing of the purchase of a unit, the Unit Owner shall purchase an approved light pole and mail box set-up. Declarant shall provide a source of light poles and mail box set ups designed to insure compatibility within the condominium.

The condominium is subject to the terms and conditions of the conditional use permit issued by the County of Walworth, State of Wisconsin. A copy of the conditional use restrictions is attached hereto as Exhibit "D" and made a part hereof by reference.

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

Said real estate and all improvements thereon and appurtenances thereto shall be known as LAUDERDALE LAKES ESTATES, A CONDOMINIUM. The initial address shall be Lauderdale Lakes Estates, a condominium, P.O. Box 48, Elkhorn, Wisconsin 53121.

SPECIAL CONDITIONS

When a unit owner of a unit located on Individual Grounds constructs an original residential structure or any additions to or makes material changes in an existing residential structure, the unit owner shall file a copy of the building plans and a survey showing the location of the structure or any additions to or material changes in the residential structure with the association showing the new or altered structure plans, location and other requirements governing structures in a condominium as set forth in the Condominium Ownership Act of Wisconsin

Compliance with this requirement shall be done at the expense of the unit owner. In the event the unit owner fails to comply with this requirement, the association may, at its option, have same provided to it and to assess the unit owner for any and all expenses incurred by the association, which assessment shall become a lien upon the unit owner's unit until paid in full. The association may utilize any legal remedy provided under the Condominium Ownership Act of Wisconsin for the collection of assessments.

Outlot 1, as shown on Exhibit "A", shall constitute the conservancy area hereinbefore referred to and shall be subject to regulation by the County of Walworth, State of Wisconsin and federal government agencies, as applicable.

The small lake located in the block where units 34 through 44 are located shall have a recreational walkway easement surrounding the lake, which easement shall be restricted to use by the owners of units 34 through 44, their families, guests and invitees.

The Declarant shall retain an easement from the large lake located on the expansion lands to the north of phase I to the middle lake on the premises for the location of a waterline and pump system to allow water to be pumped from the large lake to the middle lake as needed to keep a suitable lake level. The Declarant, prior to the formation of the association, and the association thereafter, shall be responsible for the use, maintenance and upkeep of the pumping system and waterline following the addition of the lands where same are located to the condominium.

Units 29, 36, 39, 60, 61, 62, 63, 64 and 65 do not have on site areas for the location of a septic system. Declarant has provided for suitable area for the individual initial and back-up septic systems for each of the foregoing units on Outlot 3 as shown on the condominium plat attached hereto. The owners of these units shall have easements from their respective units to their septic system site on Outlot 3 over the common elements of the condominium. In the event a unit owner of any of the foregoing units is able to utilize an alternative method of sewage disposal for their unit, this easement shall terminate for their unit.

Outlot 2 is intended for use as a park for the owners of units in the condominium. Prior to the completion of the large lake on the expansion lands, Declarant reserves the right to allow the home owners in Charl-Mar Subdivision to utilize Outlot 2 for recreational purposes. This right of use includes a temporary easement over unit 31 and the roadways of the condominium to and from the public highway to Outlot 2. This easement and right of use shall terminate at the time the large lake being constructed and the lands directly adjacent thereto are made a part of this condominium. Declarant has hereinbefore reserved the right to grant to Charl-Mar Subdivision a park on said large lake, which park shall include as a part thereof an easement for ingress and egress over the roadways of the condominium to the park.

Declarant, and after the formation of the association, the association reserves a landscape easement on units 51 and 52 for the purpose of constructing and maintaining a

decorative entrance to the condominium from County Highway "A" and on units 65 and 66 for the purpose of constructing and maintaining a decorative entrance to the condominium from Highway 12/67. Declarant, and after the formation of the association, the association shall be responsible for the costs of the construction and subsequent maintenance of the landscaped entrance area. The expense to the association shall be a common expense of the condominium.

Declarant is providing utility services to the individual grounds limited common element's line of the unit and shall not be responsible for extending utility services in the individual grounds area of any unit.

Those owners of units having landscape easements located thereon, as shown on Exhibit "A", shall be responsible for the maintenance of the grounds located within the easement including the mowing of grass and preservation of the growth located therein.

The acceptance of a conveyance of a unit in this condominium shall be deemed to grant to and vest in Declarant the power of attorney on the part of the unit owner to grant easements for the benefit of the condominium and to amend this declaration and the Association By-Laws to correct errors or omissions and/or to comply with any applicable Federal, State, County or local laws, ordinances or agency regulations. The purchase of a unit subject to this Declaration shall constitute the acceptance by the purchaser of all of the terms and conditions herein contained.

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 article 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 this ACT intended for independent use as a single family residence including one or more cubicles of air at one or more levels of space, or one or more rooms or enclosed spaces located on one or more floors (or parts 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. (Not applicable for single family detached dwellings).

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; (Not applicable for single family detached dwellings).

(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 facilities as may be provided for in the declaration; and

(h) All other parts of the property necessary or convenient to 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 uni

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 that 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 Exhibit A attached hereto, and 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, which Plat is attached hereto as Exhibit "A" and by reference expressly incorporated herein and made a part hereof and registered and filed concurrently with the registration of this Declaration 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.

2.19 Master Association: A profit or non-profit corporation or unincorporated association which exercises the powers under the Wisconsin Condominium Ownership Act on behalf of one or more condominiums or for the benefit of the unit owners of one or more condominiums.

2.20 Individual Grounds: Limited Common Areas as more specifically described in Article V 5.05 (d).

2.21 Auxiliary Building. Any building, other than the residential structure.

2.22 Designated Unit Areas: Area provided in Individual Grounds on which a Residential Structure and appurtenance may be erected or located to enclose the Unit designated thereon or any part thereof subject to the terms and conditions of this Declaration.

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". 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 in the plans and specifications set forth in an amendment to this Declaration as hereinbefore provided.

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 the Unit and serving more than the 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 the Unit. The extent or amount of such ownership shall be expressed by a percentage amount. The percentage ownership may

be changed by the Declarant as hereinbefore provided or upon unanimous written approval of all the Unit Owners and their mortgage holders, if any, 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" 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", attached hereto, and shall consist of all of the condominium except the units.

4.04 Limited Common Elements: Description: The Limited Common Element shall be as designated and set forth on Exhibit "A", 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: No Owner shall execute any deed, mortgage lease or other instrument affecting title to his Unit Ownership without including therein both unit owner's interest in the Unit and the unit owner's corresponding percentage of ownership in the Common Elements, it 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.

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 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 any facilities constructed by the Association or others, 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 unit owner's 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. DECLARANT shall pay the proportionate share of Common Expenses allocated to those unsold Units which DECLARANT has determined are substantially completed, there being no assessment due on incomplete Units. To the extent that any of the facilities servicing the development (such as roadways and walkways) also service areas not made a part of this condominium, Common Expenses shall be apportioned by the Board among the respective areas so serviced, as determined by the Board, and such apportioned amounts shall be added to and treated as Common Expenses within each area. It is the intent of this provision to provide for the payment by DECLARANT of those costs attributable to the additional areas not submitted to this Declaration prior to submission thereto or in the event of alternate use thereof by the DECLARANT, its successors or assigns. No use by DECLARANT shall be for a use detrimental to or materially different from the use being made of lands within the Condominium. The DECLARANT shall not be assessed maintenance assessments for those Units owned by DECLARANT that are used exclusively as Model Units until such time as the use of same is converted from that of a Model Unit for display and sales promotional purpose to that of a Unit for residential use as herein provided.

5.04 Easements:

(a) Encroachments: In the event that, by reason of the construction, settlemen or shifting of any Building, or the design or construction of any Unit, any part of the Commo Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of th Unit encroaches or shall hereafter encroach upon any part of the Common Elements or an other Unit, or if by reason of the design or construction of utility systems, any main pipes, duct

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 if such encroachment occurred due to the willful conduct of said Owner or Owners. Included herein shall be any encroachment upon Individual Grounds.

(b) Easements for Utilities: State Long Distance Telephone Company, Wisconsin Electric Power Company, Wisconsin Natural Gas Company, Regional Cable TV Company 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 DECLARANT prior to the creation of the Board and the Board thereafter 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 DECLARANT prior to the creation of the Board and the board thereafter 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 of Individual Grounds.

(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, Fire and Emergency Medical Services and Protection: A perpetual easement is hereby granted for the free and uninterrupted access to the ground hereinbefore described for any and all legally designated law enforcement agencies, fir departments and emergency medical services 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) Structures on Individual Grounds: Any structure located on Individual Grounds shall be maintained by the unit owner at the unit owner's expense unless arrangements have been made for the maintenance of same by the association as herein provided.

(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 allocation of sufficient area on the Individual Grounds assigned to and made a part of any Unit.

(c) Auxiliary Buildings: Auxiliary buildings used for the storage of personal items or for the pursuit of a hobby or recreational interest shall not be constructed on the limited common areas without the prior written approval of the Declarant, prior to the creation of the Association, and the Board of Directors of the Association after same is created. The use of any auxiliary building shall be subject to the rules and regulations of the Board.

(d) Individual Grounds: Individual Grounds allocated to any Unit shall be part of the Common Elements and not a part of any individual Unit, HOWEVER, each Unit Owner owning a Unit to which Individual Grounds have been allocated shall be entitled to the exclusive use and possession of the allocated Individual Grounds as set forth on the Plat of Survey attached hereto as Exhibit "A" or any amendment thereof and made a part hereof by reference. Each Unit Owner owning a Unit to which Individual Grounds have been allocated, shall be responsible for the landscaping, maintenance and appearance of the Individual Grounds, the exclusive use and possession whereof is extended hereby, including grounds care, snow and natural debris removal. A Unit Owner to which Individual Grounds have been allocated may elect to have same landscaped, maintained and cared for including grounds care, snow and natural debris removal, by the Board of the Association. In the event the Unit Owner so elects, the cost of same shall be determined by the Board and shall be an additional assessment to the assessment hereinafter provided and shall be subject to all of the obligations and regulations herein contained governing the payment and collection of assessments including the right of lien provided herein. A Unit Owner shall not cause or allow noxious weeds or plants to grow on the Individual Grounds and shall cause same to be removed when notified of the existence of same. A Unit Owner shall not plant, landscape or surface said Individual Grounds in any manner contrary to such rules and regulations as may be established by the Board of Directors of the Association. A Unit Owner shall not cause or allow any obstruction on any roadway traversing the Individual Grounds and shall allow same to remain open for the free and uninterrupted movement of individuals and vehicles over the duly designated roadways.

5.06 Separate Mortgages of Units: Each Unit Owner shall have the right to mortgage or encumber the Unit Owner's 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 the Unit Owner's own Unit and the unit's 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 to be separately taxed to each Unit Owner for Unit Owner's Unit and its 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 Unit Owner's proportionate share thereof in accordance with the respective percentage of ownership interest in the Common Elements allocated to the Unit.

5.08 Utilities: Each Unit Owner shall pay for the 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.

5.09 Insurance; Unit Owners: Each Unit Owner shall be responsible for the insurance on the contents of the Unit; Unit Owner's additions and improvements thereto; decorating, furnishings and personal property therein; Unit Owner's personal property stored elsewhere on the Property; and Unit Owner's personal liability, all to the extent not covered by the fire and liability insurance for all of the Unit Owners obtained as part of the Common Expenses as provided below in Section 6.08 hereof.

The Board shall not be responsible for obtaining insurance on any Unit constructed or located on Individual Grounds or any additions, alterations or improvements made by any Unit Owner to the Unit unless and until such Unit Owner shall request the Board in writing so to do, and shall make arrangements satisfactory to the Board to reimburse the Board for any additional premiums attributable thereto; and upon the failure of such Unit Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

Each Unit Owner hereby waives and releases any and all claims which the unit owner may have against any other Unit Owner, the Board, its officers, members of the Board, the DECLARANT, the manager and managing agent of the Condominium, if any, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire and other forms of casualty insurance.

5.10 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 that is not a unit located on Individual Grounds, excluding, however, interior wall, ceiling and floor surfaces. 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 Building hereinbefore referred to, but the Board shall not be responsible for any obligation of any individual Owner under any other provision of this Declaration. The foregoing obligations of the Board shall not extend to any Unit constructed on Individual Grounds. Any Unit Owner constructing or locating a Unit on Individual Grounds shall be responsible for the initial and construction costs, if any, of the bringing of water, gas, electricity, and sewer service to the Unit from the exterior boundary of the Individual Grounds.

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

(1) All of the maintenance, repairs and replacements of the Unit Owner's Unit 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 or its limited common elements as specified in Sections 3.02 and 3.03. 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.

easement ?

(2) All of the interior and exterior decorating within Unit Owner's 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.

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. Any redecorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Board, shall be furnished by the Board as part of the Common Expenses. Exterior roofing and painting shall be the expense of the Unit Owner. 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. The repair and maintenance, including decorating, of any Unit on Individual Grounds shall be the responsibility of the Unit Owner subject to the restriction that any decoration shall be approved by the Board prior to performance of same. All other exterior maintenance of a unit on Individual Grounds shall be the obligation of the Board or the Unit Owner as hereinbefore provided, and as set forth in Article V (5.05(d)).

5.11 Negligence of Owner: If due to the negligent act or omission of a Unit Owner, or of a member of Unit Owner's family or household pet, or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common 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.

5.12 Joint Facilities: To the extent that equipment, facilities and fixtures serving more than one Unit 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 Condominium, 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

ADMINISTRATION

6.01 Board of Directors: Association: The direction and administration of the Property shall be vested in a Board of Directors (hereinbefore and hereinafter sometimes referred to as the "Board"), consisting initially of three (3) persons who shall be elected in the manner hereinafter provided. The Unit Owners, as described in this Declaration and in the By-Laws, acting collectively through the Board, shall be known as Lauderdale Lakes Estates Owners Association, an unincorporated association, subject to any subsequent incorporation as provided in Article XIII below (hereinabove and hereinafter called the "Association"). Notwithstanding any other provision herein contained to the contrary, all duties, functions and obligations herein are imposed upon the Board as the governing body and agent of the Unit Owners and the Association. The provisions of this Article VI, Articles VII and VIII below shall be included in the initial and basic By-Laws of the Board and/or Association, as referred to in the Act. Each member of the Board shall be one of the Unit Owners, provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director or officer of such corporation, partner of such partnership individual trustee or beneficiary of such trust, or manager of such other legal entity, shall be

eligible to serve as a member of the Board. The Association shall have the right to increase the number of Directors by affirmative vote of 67% of the Unit Owners.

The Declarant, prior to the expiration of Declarant control and the association thereafter by majority vote of the unit owners, may affiliate with a master association for the purpose of carrying out the duties and powers provided under Wisconsin Condominium Ownership Act for Master Associations.

6.02 Determination of Board to be Binding: Notwithstanding that the words "Board" and "Association" may in some instance be used interchangeably in various sections of this Declaration, matters of dispute or disagreement between Unit Owners relating to the Property or with respect to interpretation or application of the provisions of this Declaration or the By-Laws, shall be determined by the Board, which determination shall be final and binding on the Association and on all Unit Owners.

6.03 Voting Rights: There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "Voting Member". Such Voting Member may be the Owner or one of the group composed of all the Owners of a Unit Ownership, or may be some person designated by such Owner or Owners to act as proxy on his\her or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Board before the scheduled time of the meeting. Any or all of such Owners may be present at any meeting of the Voting Members and (those constituting a group acting unanimously) may vote or take any other action as a Voting Member, either in person or by proxy. There shall be one (1) vote per unit with the total vote available being equal to the total number of units in the condominium. The DECLARANT (or his nominee) may exercise the voting rights with respect to any Unit owned by the DECLARANT.

6.04 Meetings:

(a) Quorum: Procedure: The presence in person or by proxy of the Voting Members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total votes present at such meeting. Any voting member in writing may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Association without a meeting.

(b) Annual Meeting: The first Annual Meeting of the Voting Members shall be held upon fifteen (15) days written notice given by the DECLARANT prior to the conveyance

of twenty-five percent (25%) of the common element interest to unit owners at which meeting the unit owners other than DECLARANT shall elect at least twenty-five percent (25%) of the directors of the Board. Prior to conveyance of fifty percent (50%) of the common element interest to unit owners, a meeting shall be held at which the unit owners other than DECLARANT shall elect at least thirty-three and one-third percent (33-1/3%) of the Directors of the Board. Not later than thirty (30) days after the expiration of DECLARANT control, a meeting shall be held by the Association at which the directors and officers shall be elected and take office after the election. Thereafter, there shall be an Annual Meeting of the Voting Members on each succeeding year, at 10:00 o'clock A.M., on the third Saturday in May of each year, on the Property, or at such other reasonable place or time (not more than thirty days before or after such date), as may be designated by written notice of the Board delivered to the Voting Members not less than fifteen (15) days prior to the date fixed for said meeting. DECLARANT control shall cease at the earlier of the following events: ten (10) years from the date of conveying the first unit by Declarant to a unit owner or 30 days after the conveyance of 75% of the common elements to unit purchasers (sale of units owning a total of 75% of the condominium as set forth on Exhibit "B" of the Declaration).

(c) Special Meetings: Special Meetings of the Voting Members may be called at any time for the purpose of considering matters which by the terms of this Declaration require the approval of all or some of the Voting Members, or for any other reasonable purpose. Said Meeting shall be called by written notice, authorized by a majority of the Board, or by the Voting Members having one-third (1/3) of the total votes, and delivered not less than fifteen (15) days prior to the date fixed for said Meeting. The notices shall specify the date, time and place of the Meeting and the matters to be considered.

6.05 Notices of Meetings: Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him/her to the Board for the purpose of service of such notice, or to the Unit of the Unit Owner with respect to which such voting right appertains, if no address has been given to the Board.

6.06 Board of Directors: Election: Meetings:

(a) At each Annual Meeting, the Voting Members shall, by a majority of the total votes present at such meeting, elect a member or members of the Board of Directors for the forthcoming year, consisting of three (3) owners, all of whom must own a unit, except for Board members nominated or designated by the DECLARANT. Two (2) members shall constitute a quorum. Members of the Board shall serve, without compensation, for a term of three (3) years or until their successors are elected and qualify, provided, however, that the terms of at least one-third of the Directors shall expire annually. If a member of the Board of Directors shall cease to meet any qualification herein required for a Member of the Board, such Member shall thereupon cease to be a Member of the Board and his place on the Board shall be deemed vacant. Vacancies in the Board may be filled by unanimous vote of the

remaining Members thereof. Except as otherwise provided in the Declaration, the Property shall be managed by the Board, and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt.

(b) The Board shall elect from among its members a President who shall preside over both its meetings and those of the Voting Members (Association), a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members and who shall, in general, perform all the duties incident to the office of secretary, including counting votes at any meeting, and a Treasurer to keep the financial records and books of account.

(c) Any Board Member may be removed from office, by the affirmative vote of the Voting Members having at least two-thirds (2/3) of the total votes, at any Special Meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by majority vote of the Voting Members at the same meeting or any subsequent meeting called for that purpose.

(d) An Annual Meeting of the Board shall be held immediately following the Annual Meeting of the Unit Owners and at the same place. Special Meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each member, delivered personally or by mail or telegram. Any Board Member may in writing waive notice or consent to any action of the Board without a meeting.

(e) Board Members shall receive no compensation for their services, unless expressly provided for in resolutions duly adopted by the Unit Owners.

6.07 General Powers of the Board: Without limiting the general powers which may be provided by law, this Declaration and the Act, the Board shall have the following general powers and duties:

(a) To elect the officers of the Association as hereinabove provided;

(b) To administer the affairs of the Association and the Property;

(c) To engage the services of a manager or managing agent who shall manage and operate the Property and the Common Elements thereof for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve (subject to Section 5.10 (b) above);

(d) To formulate policies for the administration, management and operation of the Property and the Common Elements thereof;

(e) To adopt administrative rules and regulations governing the administration,

management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time;

(f) To provide for the maintenance, repair and replacement of the Common Elements and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent;

(g) To provide for the designation, hiring and removal of employees and other personnel, including accountants, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel who may be employees of the managing agent);

(h) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as hereinafter provided;

(i) To comply with the instructions of a majority of the Unit Owners, as expressed in a resolution duly adopted at any Annual or Special Meeting of the Unit Owners; and

(j) To exercise all other powers and duties of the Board of Directors or Unit Owners as a group referred to in the Act and all powers and duties of a Board of Directors referred to in the Declaration or these By-Laws.

6.08 Specified Powers of the Board: The Board, for the benefit of the Board, the Association and all Unit Owners, shall provide and shall pay for out of the maintenance fund hereinafter provided, the following:

(a) Utility Service for Common Elements: Water, sewer, waste removal, electricity, gas and telephone, heat, power and other necessary utility service for the Common Elements (and, if not separately metered or charged, for the Units);

(b) Casualty Insurance: Insurance for the Property against loss or damage by fire and such other hazards as the Board may deem desirable, for the full insurable replacement cost of the Common Elements and the Units, if any, located within a building or buildings not located on Individual Grounds. Premiums for such insurance shall be common expenses, except that the portion of said premiums attributable to the Units, if any, located within a building or buildings not located on Individual Grounds shall be a common expense to be shared proportionately by the Unit Owners of said Units. Such insurance coverage shall be written in the name of, losses under shall be adjusted by, and the proceeds of such insurance shall be payable to, the members of the Board of Trustees for each of the Unit Owners in their respective percentages of ownership interest in the common Elements as established in Exhibit

"B", except that the proceeds derived from any loss sustained by a Unit or Units, if any, located within a building or buildings not located on Individual Grounds shall be held and disbursed for the benefit of the Unit Owners of the Units sustaining such loss. The Board may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of the Act and this Declaration. The fees of such corporate trustee shall be Common Expenses. In the event of any loss in excess of $50,000.00 in the aggregate, the Board shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Board insured Units, the Board shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or Owner of any Unit so destroyed.

The proceeds of any insurance on the common elements shall be applied by the Board or by the corporate trustee on behalf of the Board for the reconstruction of the damaged or destroyed Building or Buildings or shall be otherwise disposed of in accordance with the provisions of this Declaration and the Act; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions in the Act with respect to the application of insurance proceeds to reconstruction of the Building. Payment by an insurance company to the Board or to such corporate trustee of the proceeds of any policy, and the receipt of release from the Board of the company's liability under such policy shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be held pursuant thereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or to see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

In the event of election by any Unit Owner of a Unit on Individual Grounds as here before provided in Article V (5.09) to have the Unit insured by the Board, any insurance proceeds received by virtue of damage or destruction of the Unit shall be used to restore the Unit. The Unit Owner shall determine the manner of restoration, subject to compliance with the rules and regulations of the condominium, the provisions of this Declaration and the By-Laws of the Association, and shall notify the Board in writing of the manner of restoration selected.

Each unit owner shall, at said unit owner's personal expense carry casualty insurance on their unit and shall provide for said insurance to be paid direct to the unit owner. Each unit owner shall be responsible for all insurance coverage on the contents of the unit and the personal property of the unit owner located on the common elements of the condominium.

(c) Liability Insurance: Comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall

deem desirable, and other liability insurance as it may deem desirable, insuring each Unit Owner, the Association, its officers, members of the Board, the DECLARANT, the manager and managing agent of the Buildings, if any, and their respective employees and agents, from liability in connection with the Common Elements and the streets, sidewalks and areas adjoining the Property and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be Common Expenses.

(d) Workmen's Compensation: Workmen's compensation insurance to the extent necessary to comply with any applicable laws;

(e) Wages and Fees for Services: The services of any person or firm employed by the Board, including, without limitation, the services of a person or firm to act as manager or as managing agent for the Property, the services of any person or persons required for maintenance or operation of the Property, and legal and/or accounting services necessary or proper in the operation of the Property or the enforcement of this Declaration and for the organization, operation and enforcement of the rights of the Association;

(f) Care of Common Elements: Landscaping, gardening, snow removal, painting cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements, not including any portion of the Common Elements which are the responsibility of any Owner and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire or provide the same for the Common Elements;

(g) Additional Expenses: Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Board is required to secure or pay for pursuant to the terms of these restrictions or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as first class buildings or for the enforcement of this Declaration;

(h) Discharge of Mechanic's Liens: Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the property or against the Common Elements, rather than merely against the interest therein of any particular Unit Owner; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Owners;

(i) Certain Maintenance of Units: Maintenance and repair of any Unit as provided in this Declaration, and maintenance and repair of any Unit if such maintenance or repair is necessary in the discretion of the Board to protect the Common Elements, or any portion of the Buildings and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair shall have been delivered by the Board to said Owner or Owners, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair. The Board or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Board of Association is responsible. In the event of any emergency originating in, or threatening, any Unit, or in the event of the Owner's absence from the Unit at a time when required alterations or repairs are scheduled, the management agent or his/her representative or any other person designated by the Board may enter the Unit immediately, whether the Owner is present or not. The Board reserves the right to retain a pass key to each Unit, and no locks or other devices shall be placed on the doors to the Units to obstruct entry through the use of such pass key, except in the case of single family detached dwellings.

(j) Capital Additions and Improvements: The Board's powers hereinabove enumerated shall be limited to the extent that the Board shall have no authority to acquire or provide or pay for out of the maintenance fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the Common Elements subject to all the provisions of this Declaration) having a total cost in excess of five thousand dollars ($5,000.00), nor shall the Board authorize any structural alterations, capital additions to, or capital improvements of the Common Elements requiring an expenditure in excess of five thousand dollars ($5,000.00), without in each case the prior approval of the Voting Members holding two-thirds (2/3) of the total votes.

(k) Certain Utility Services to Units: The Board may pay from the maintenance fund for water and sewer taxes, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual Owners. However, the Board may discontinue such payments at any time, in which case each Owner shall be responsible for direct payment of his/her share of such expenses as determined by the Board. The Board reserves the right to levy additional assessments against any Owner to reimburse it for excessive use by such Owner of any utility service, the expense of which is charged to the maintenance fund.

(l) Care of Individual Grounds and Units thereon: In the event of the election of any Unit Owner owning a Unit with Individual Grounds allocated thereto under the provision of Article V (5.05(d)) to have the Individual Grounds maintained by the Board, including but not limiting thereto, landscaping, flower gardening, snow and natural debris removal, the Board shall be empowered to perform all duties and obligations pertinent thereto. Unit maintenance shall be as provided for any Unit in the Condominium subject only to the limitation provided in Article V (5.10(1)). Any Unit Owner of a Unit with Individual Grounds maintained by the Board shall be responsible for the reimbursement of the Board for all expenses incurred in performing the

maintenance.

6.09 Vouchers: All vouchers for payment of expenditures by the Board shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board, such vouchers shall be signed by the Treasurer and countersigned by the President of the Board.

6.10 Rules and Regulations:

(a) Rules: The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and Occupants of said Property. Written notice of such rules and regulations shall be given to all Owners and Occupants and the entire Property shall at all times be maintained subject to such rules and regulations.

(b) Management: Notwithstanding any other provision herein, the Board may engage the services of an agent to manage the property to the extent deemed advisable by the Board.

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

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. The Board shall apportion the costs of insurance for fire and extended coverage for those units located on Individual Grounds whose owners, if any, have requested coverage be obtained by the association. 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 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 the excess of the amount required for actual expenses and reserves shall be credited according to each Owner's 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.

Each year on or before December first, the Board shall estimate the added costs applicable to the maintenance and care of the Individual Grounds which will be required during the ensuing calendar year, and shall, on or before December 15, notify each Unit Owner owning a Unit with Individual Grounds allocated thereto in writing as to the amount of each estimate, with reasonable itemization thereof. Said "estimated cash requirements" shall be assessed to the Unit Owners of the Units with Individual Grounds allocated thereto in equal shares Said "estimated cash requirements" shall be assessed to the Unit Owners of the Units with Individual Grounds allocated thereto according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B" or any Addendum thereto which is attached hereto or made a part hereof by reference, adjusted to provide for a division thereof on the ratio that said Unit Owner's interest bears to the total of all the Unit Owners who elect this service. Payments of this additional assessment shall be made as hereinbefore provided.

Exhibit "B" contains therein a breakdown of the method of assessment for information purposes, same being in compliance with 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, an amount equal to three (3) times the monthly assessment 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 Unit Owner's account, setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

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 as herein provided, including any assessment against the Unit Owner of a Unit with Individual Grounds allocated thereto arising by virtue of the election by said Owner of the added services set forth in Article V (5.05(d)) or by virtue of the election by said Unit Owner for the providing of insurance as set forth in Article V (5.09), the Board shall have the authority for 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, there By-Laws, this Declaration or other available at law or in equity, for the collection of all such unpaid charges or assessments. In addition, if an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Board may bring suit for an on behalf of itself and as representative of all Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by an decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest costs and fees as above provided,

shall be and become a lien or charge against the Unit Ownership of the Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Unless otherwise provided in this Declaration, the members of the Board and their successors in office, acting on behalf of the other Unit Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Said lien shall take effect and be in force when and as provided in the Act; provided, however, that encumbrances (other than those constituting a first mortgage recorded prior to the making of such assessment) owned or held by or on behalf of any bank, insurance company or savings and loan association shall be subject as to priority after written notice to said encumbrance of unpaid Common Expenses only to the lien of all Common Expenses on the encumbered Unit which become due and payable subsequent to the date said encumbrancer either takes possession of the Unit, accepts a conveyance of any interest therein, or after a receiver has been appointed in a suit to foreclose such lien. Any encumbrancer from time to time may request in writing a written statement from the Board setting forth the unpaid Common Expenses with respect to the Unit covered by his encumbrance, and, unless the request shall be complied with within twenty (20) days, all unpaid Common Expenses which become due prior to the date of the making of such request shall be sub-ordinate to the lien of such encumbrance. Any encumbrancer holding a lien on a Unit may pay any unpaid common expenses payable with respect to such Unit and upon such payment such encumbrancer shall have a lien on such Unit for the amounts paid at the same rank as the lien of his encumbrance.

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/her 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 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,

(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/her 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/her 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: 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. 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 without the prior consent of the Board.

(e) Impairment of 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 judgment 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, private lakes, allied recreational area and facilities may be used for intended purposes, including where allowed, the playing, placement of benches or chairs, and allied reasonable use thereof provided said use does not interfere with the use and enjoyment of the Common Elements by the other Unit Owners.

(g) Signs: Sales: The right is reserved by the DECLARANT, or its agent to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and to place such other signs on the Property as may be required to facilitate the sale of unsold Units, or the management and/or construction of the condominium.

(h) 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.

(i) Parking Area: That part of the Common Elements identified in Exhibit "A" as Parking Area shall be used by the Owners for parking purposes, subject to exclusive rights of the respective Unit Owners. No travel trailers may be parked or stored on Individual Grounds for more than twelve (12) hours unless same are stored in an enclosed garage or storage building in such a manner as to be unavailable to public view.

(j) Display of Model Units by DECLARANT: Declarant reserves the right, at Declarant's option, for a period of not more than 120 months from the recording or filing of this Declaration, to occupy or grant permission to any person or entity to occupy, with or without rental, as determined by the DECLARANT one or more Units for business, construction management, general management or promotional purposes, including clerical activities, sales offices, model Units for display and the like; provided that the activities in the Units so occupied do not interfere with the quiet enjoyment of any other Owner or Occupant.

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

(l) Trees and Shrubs: No living trees or shrubs shall be cut down or removed from the premises, except for those growing in the designated unit building area and driveway access thereto, without the written permission of the Declarant prior to the creation of the Board of the association, and by the Board thereafter. The Unit Owner shall submit to the Declarant or the Board the Unit Owner's plans for removal of trees and shrubs prior to the removal of any living shrub or tree.

8.02 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

DEFAULTS, CONDEMNATION

9.01 Default:

In the event any Owner shall default in the payment of any moneys required to be paid under the provisions of any mortgage or trust deed against his Unit Ownership, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such Unit Ownership, which lien

shall have the same force and effect and may be enforced in the same manner as provided in Article VII.

9.02 Condemnation:

(a) In the event of condemnation under the Laws of Wisconsin for a portion of the premises including therein a residential building, or buildings, or Unit, or Units on Individual Grounds whereby construction of a like building or buildings or Unit or Units on Individual Grounds cannot be reasonably effected on the remaining premises, the proceeds of said condemnation and rights of action arising thereunder shall be disbursed 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. Any condemnation award together with any right of action arising thereunder, attributable to a Unit with Individual Grounds allocated thereto, shall be the exclusive property of the Unit Owner insofar as said award or right of action pertains to the Unit constructed thereon.

(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 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, buildings, Unit, or Units on Individual Grounds 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 and compliance with the restrictions of record. Any proposed construction shall be subject to the Laws of the State of Wisconsin and the Ordinances of the governmental bodies having jurisdiction in the area where the condominium is located. In the event of condemnation by public authority or any Unit with Individual Grounds allocated thereto, where after said condemnation there remains sufficient and suitable Individual Grounds for the construction and/or location of a Unit, the Owner shall have the exclusive option to locate or construct a new Unit thereon subject to the terms, provisions and regulations of this Declaration, and the laws of the State of Wisconsin and the Ordinances of the governing bodies.

(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.

9.03 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, same 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 Section 6.08 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) Additional Insurance: Any Owner may, at said Owner's option, carry additional insurance on Unit Owner's unit including coverage for any substantial improvements made therein.

(d) 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 the 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 Unit Owner's 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 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, in addition to the rights set forth in Section 12.02 next succeeding:

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

(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 enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

(d) To seek damages by appropriate legal proceedings.

12.02 Involuntary Sale: If any owner (either by his/her own conduct or by the conduct of any other occupant of his/her unit) shall violate or breach any covenants, By-Laws, restrictions or provisions of this Declaration or of the Act, or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall occur or shall reoccur more than once thereafter, then the Board shall have the power to issue the defaulting Owner a thirty day notice in writing to terminate the rights of the said defaulting Owner to continue as an Owner and to continue to occupy, use or control his/her Unit and thereupon an action in equity may be filed by the members of the Board against the defaulting Owner for a decree of mandatory injunction against the Owner or occupant or in the alternative a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by Unit Owner on account of the breach of covenant, and ordering that all the right, title and interest of the Owner in the Property shall be sold at a judicial sale upon such notice and terms as the court shall establish, except that the Court shall enjoin and restrain the defaulting Owner from re-acquiring his/her interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge the lien of any then existing mortgage, court costs, court reporter charges, reasonable attorneys' fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit Ownership and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the

Property sold subject to this Declaration, and the purchaser shall become a member of the Association in the place and stead of the defaulting Owner.

ARTICLE XIII

FORMATION OF ASSOCIATION

13.01 Formation of Association: The DECLARANT, prior to conveyance of the first unit, shall establish an association to govern the condominium. The association shall be organized as a profit or non-profit corporation or as an unincorporated association. The association shall be known as LAUDERDALE LAKES ESTATES CONDOMINIUM OWNERS ASSOCIATION, INC., if incorporated, and as LAUDERDALE LAKES ESTATES CONDOMINIUM OWNERS ASSOCIATION, if unincorporated. Upon the formation of such Association, every Owner shall be a member therein, which membership shall terminate upon the sale or other disposition by such member of his/her Unit Ownership, at which time the new Owner shall automatically become a member therein. Each Unit Owner agrees to be bound by and observe the terms and provisions of the Association's Charter, its By-Laws, and the rules and regulations promulgated from time to time by said Association, its Board of Directors and officers.

ARTICLE XIV

GENERAL PROVISIONS

14.01 DECLARANT'S Initial Rights: Until such time as the Board of Directors provided for in this Declaration is formed, and until thirty (30) days after DECLARANT shall have consummated the sale of Units aggregating seventy-five percent (75%) of all Unit Ownerships computed as set forth in Exhibit "B" attached hereto.

The DECLARANT, or his heirs, successor, or assigns, shall exercise the powers, rights, duties and functions of the Board of Directors and Association; provided, however, that the DECLARANT may relinquish such said powers, rights, duties and functions at any time after consummating the sale of Units aggregating fifty-one percent (51%) of all Unit Ownerships computed as set forth in Exhibit "B" attached hereto.

DECLARANT shall interpret the foregoing.

14.02 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.

14.03 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 or by mail to such party at his/her or its address appearing in the records of the Court wherein the estate of such deceased Owner is being administered.

14.04 Covenants to Run With Land: Each grantee of the DECLARANT 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.

14.05 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.

14.06 Waiver of Damages: Neither the DECLARANT, nor his representatives or designees, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities, reserved, granted or delegated to it by, or pursuant to, this Declaration, or in the DECLARANT'S capacity as developer, contractor, Owner, manager, or seller of the Property, whether or not such claim (a) shall be asserted by any Owner, Occupant, the Board or the Association, or by any person or entity claiming through any of them; or (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) shall arise ex contractu or (except in case of gross negligence) ex delictu.

Without limitation to the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Owner, occupant, the Board, the Association, and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to function, or disrepair of, any utility services (heat, air conditioning, electricity, gas, water, sewerage, etc.) In the event of any dispute, the DECLARANT, its successors or assigns, shall have the option to settle same in full by repurchasing the Unit from Unit Owner for a sum equal to Unit Owner's original purchase price plus an amount equal to two (2%) percent of said purchase price.

14.07 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 an 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.

14.08 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.

14.09 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 William Clinton and Tommy Thompson.

14.10 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/recreational 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 thus 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, her or them. The expense of any arbitration proceeding conducted hereunder shall be borne equally by the parties. All arbitration proceedings hereunder shall be conducted in Walworth County, Wisconsin.

14.11 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 of judgment or any acts or omissions made in good faith as such members or officers. The Unit Owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others arising out of contracts made by 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 Qwners 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 Unit Owner's percentage interest 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.

14.12 Service of Process: All legal notices and service of process which may be made or given to the Unit Owners, Board of Directors or to the development parcel shall be served upon Lowell E. Sweet, P.O. Box 318, 114 N. Church Street, Elkhorn, Wisconsin 53121. The Unit Owners shall designate such successors as may be required to the aforementioned party at an annual meeting or a special meeting called in accordance with the provisions of Section 6.04 herein.

14.13 Architectural Control: DECLARANT may develop and sell as Units, Limited Common Elements referred to herein as Individual Grounds on which a Unit shall be located or constructed as provided herein, either prior to or after conveyance by DECLARANT to Unit Owners as hereinbefore provided. In the event, at the time of conveyance by DECLARANT, no Unit has been constructed or located on the Individual Grounds, the Unit Owner shall have the right to construct or locate thereon a residential structure as herein defined together with Appurtenances on the Designated Unit Area. Any structure constructed or located on Individual Grounds shall, prior to commencement of construction or location, be approved by DECLARANT as to its construction, location, style, and architectural compatibility with the other Units in the Condominium and with the structure erected or located on like limited common areas. The DECLARANT shall have the right to relocate the Designated Unit Area when DECLARANT determines that the relocation of the Designated Area will alleviate an economic hardship or will aesthetically benefit the Condominium. DECLARANT may assign this right of approval of relocation to the Board of the Association after its formation. DECLARANT or the Board shall not unreasonably withhold approval provided construction or location complies with the standard set forth above.

IN WITNESS WHEREOF, Mann Development Company, LLC, a Wisconsin

Limited Liability Corporation, has executed these presents, this 22nd day of JUNE, 1995.

WITNESS

Kathleen Phinney

Peggy Behnke

MANN DEVELOPMENT COMPANY, LLC

By: Robert E. Mann Member

By: Richard Mann Member

By: David L. Mann Member

STATE OF WISCONSIN)
)ss
COUNTY OF WALWORTH)

Personally came before me this 22nd day of JUNE, 1995, Robert Mann, Member, Richard Mann, Member, and David Mann, Member, of the above named Corporation, to me known to be such Members of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

Kathleen Phinney

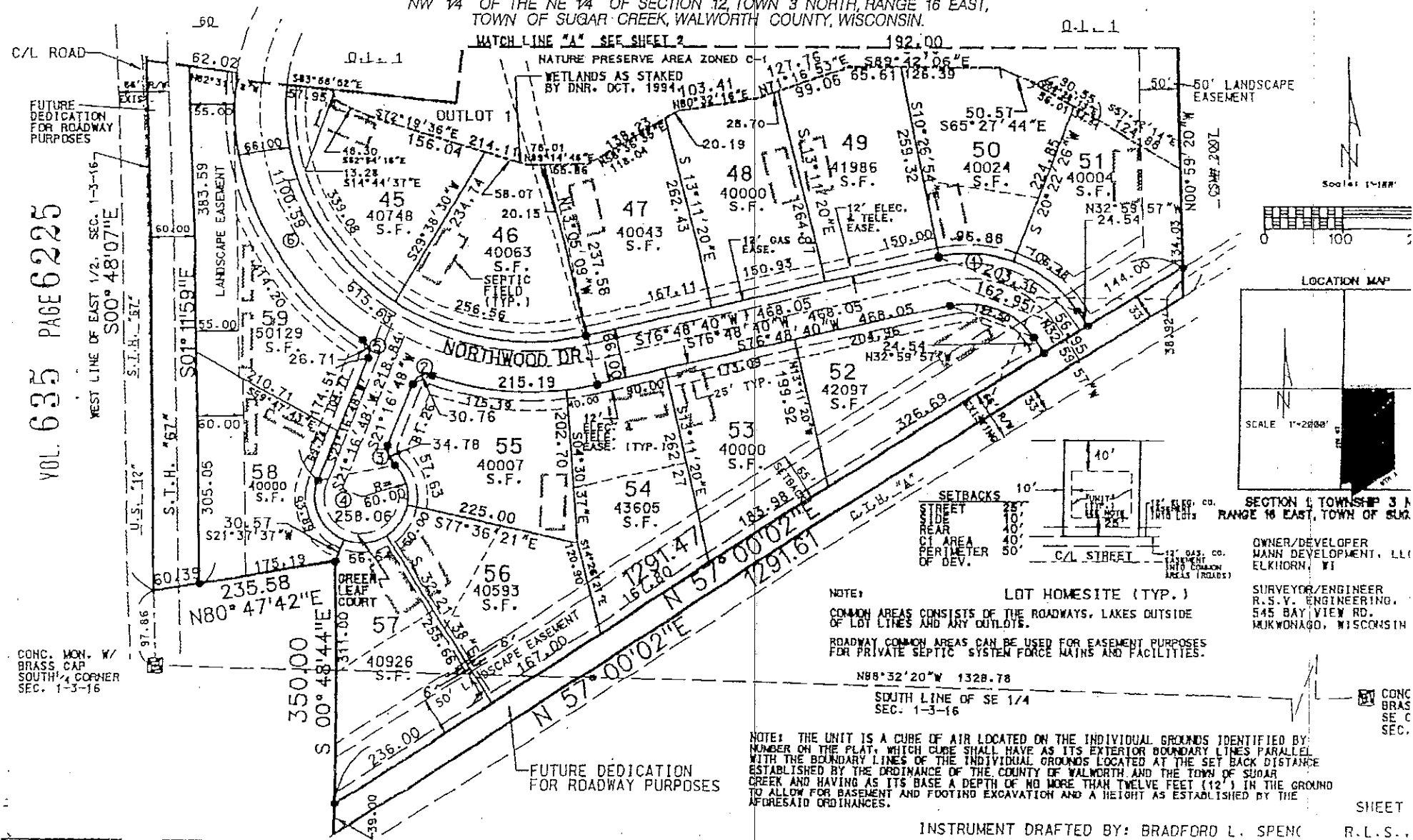
Notary Public, State of Wisconsin
My Commission: EXPIRES: 8-4-96

THIS INSTRUMENT DRAFTED BY:
Lowell E. Sweet
State Bar # 1007406
Attorney at Law
Sweet & Reddy, S.C.
114 North Church Street
P.O. Box 318
Elkhorn, Wisconsin 53121-0318

LAUDERDALE LAKES ESTATES

A CONDOMINIUM

LOCATED IN THE NW 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 1 AND THE NW 1/4 OF THE NE 1/4 OF SECTION 12, TOWN 3 NORTH, RANGE 16 EAST, TOWN OF SUGAR CREEK, WALWORTH COUNTY, WISCONSIN.



VOL. 635 PAGE 6225

WEST LINE OF EAST 1/2, SEC. 1-3-16 S00° 48'07"E

SECTION 1 TOWNSHIP 3 N RANGE 16 EAST, TOWN OF SUG

NOTE: COMMON AREAS CONSISTS OF THE ROADWAYS, LAKES OUTSIDE OF LOT LINES AND ANY OUTLOTS.

ROADWAY COMMON AREAS CAN BE USED FOR EASEMENT PURPOSES FOR PRIVATE SEPTIC SYSTEM FORCE MAINS AND FACILITIES.

NOTE: THE UNIT IS A CUBE OF AIR LOCATED ON THE INDIVIDUAL GROUNDS IDENTIFIED BY NUMBER ON THE PLAT, WHICH CUBE SHALL HAVE AS ITS EXTERIOR BOUNDARY LINES PARALLEL WITH THE BOUNDARY LINES OF THE INDIVIDUAL GROUNDS LOCATED AT THE SET BACK DISTANCE ESTABLISHED BY THE ORDINANCE OF THE COUNTY OF WALWORTH AND THE TOWN OF SUGAR CREEK AND HAVING AS ITS BASE A DEPTH OF NO MORE THAN TWELVE FEET (12') IN THE GROUND TO ALLOW FOR BASEMENT AND FOOTING EXCAVATION AND A HEIGHT AS ESTABLISHED BY THE AFORESAID ORDINANCES.

INSTRUMENT DRAFTED BY: BRADFORD L. SPENC R.L.S.

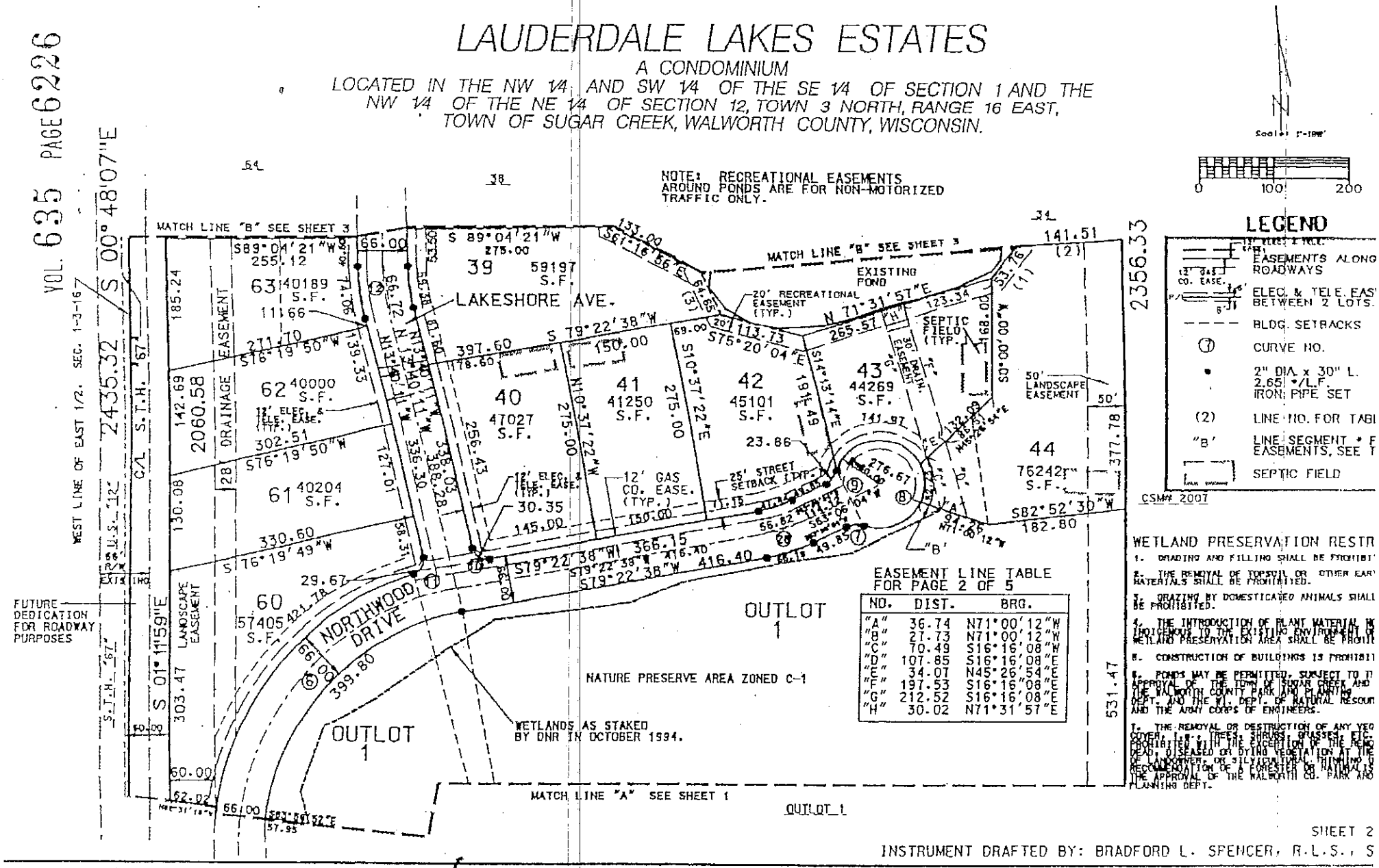
SHEET

VOL. 635 PAGE 6226

LAUDERDALE LAKES ESTATES

A CONDOMINIUM

LOCATED IN THE NW 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 1 AND THE NW 1/4 OF THE NE 1/4 OF SECTION 12, TOWN 3 NORTH, RANGE 16 EAST, TOWN OF SUGAR CREEK, WALWORTH COUNTY, WISCONSIN.



LEGEND

- EASEMENTS ALONG ROADWAYS
- ELEC. & TELE. EAS BETWEEN 2 LOTS.
- BLDG. SETBACKS
- ⑦ CURVE NO.
- 2" DIA. x 30" L. 2.65 #/L.F. IRON PIPE SET
- (2) LINE NO. FOR TABL
- "B" LINE SEGMENT * F EASEMENTS, SEE T
- SEPTIC FIELD

CSM# 2007

EASEMENT LINE TABLE FOR PAGE 2 OF 5

NO.	DIST.	BRG.
"A"	36.74	N71°00'12"W
"B"	27.73	N71°00'12"W
"C"	70.49	S16°16'08"W
"D"	107.85	S16°16'08"E
"E"	34.07	N45°26'54"E
"F"	197.53	S16°16'08"E
"G"	212.52	S16°16'08"E
"H"	30.02	N71°31'57"E

WETLAND PRESERVATION RESTR

1. GRADING AND FILLING SHALL BE PROHIBIT
2. THE REMOVAL OF TOPSOIL OR OTHER EAR MATERIALS SHALL BE PROHIBITED.
3. GRAZING BY DOMESTICATED ANIMALS SHALL BE PROHIBITED.
4. THE INTRODUCTION OF PLANT MATERIAL NO INDIGENOUS TO THE EXISTING ENVIRONMENT OF WETLAND PRESERVATION AREA SHALL BE PROHIB
5. CONSTRUCTION OF BUILDINGS IS PROHIBIT
6. PONDS MAY BE PERMITTED, SUBJECT TO T APPROVAL OF THE TOWN OF SUGAR CREEK AND THE WALWORTH COUNTY PARK AND PLANNING DEPT. AND THE WI. DEPT. OF NATURAL RESOUR AND THE ARMY CORPS OF ENGINEERS.
7. THE REMOVAL OR DESTRUCTION OF ANY VEG COVER, I.E.: TREES, SHRUBS, GRASSES, ETC. PROHIBITED WITH THE EXCEPTION OF THE REMO DEAD, DISEASED OR DYING VEGETATION AT THE DISCRETION OF A LANDOWNER OR SILVICULTURAL THINNING U RECOMMENDATION OF A FORESTER OR NATURALIS THE APPROVAL OF THE WALWORTH CO. PARK AND PLANNING DEPT.

SHEET 2

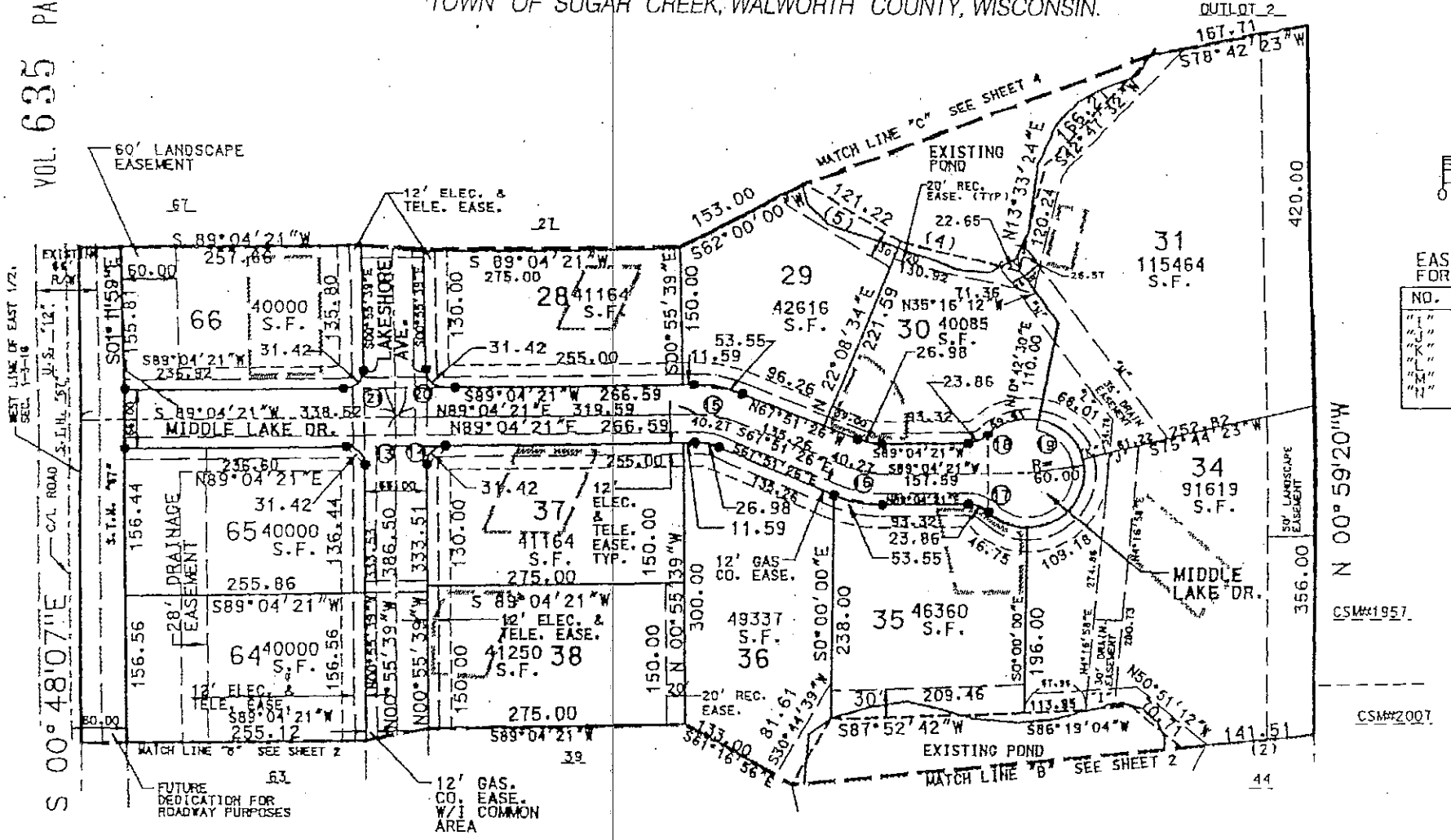
INSTRUMENT DRAFTED BY: BRADFORD L. SPENCER, R.L.S., S

VOL. 635 PAGE 6227

LAUDERDALE LAKES ESTATES

A CONDOMINIUM

LOCATED IN THE NW 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 1 AND THE NW 1/4 OF THE NE 1/4 OF SECTION 12, TOWN 3 NORTH, RANGE 16 EAST, TOWN OF SUGAR CREEK, WALWORTH COUNTY, WISCONSIN.



EASEMENT LINE FOR PAGE 3 OF

NO.	DIST.	
	30.29	S86
	31.64	S76
	31.16	S76
	109.51	N33
	261.62	N33
	58.33	N33

NOTE: RECREATIONAL EASEMENTS AROUND PONDS ARE FOR NON-MOTORIZED TRAFFIC ONLY.

INSTRUMENT DRAFTED BY: BRADFORD L. SPENCER, R

EXHIBIT B

The method of determination of the percentage of vested ownership in the common areas and facilities is as follows:

Percentage Ownership = $\frac{\text{Ownership Points x 100}}{\text{Total Ownership Points}}$

THE INITIAL PERCENTAGE OF OWNERSHIP IN COMMON AREAS AND FACILITIES IN LAUDERDALE LAKES ESTATES, A CONDOMINIUM IS AS FOLLOWS:

UNIT NUMBER	OWNERSHIP POINTS	PERCENTAGE OWNERSHIP
22	100	2.15
23	100	2.15
24	100	2.15
25	100	2.15
26	100	2.15
27	100	2.15
28	100	2,15
29	100	2.15
30	100	2.15
31	125	2.70
34	125	2.70
35	100	2.15
36	100	2.15
37	100	2.15
38	100	2.15
39	100	2.15
40	100	2.15
41	100	2.15
42	100	2.15
43	100	2.15
44	100	2.15
45	100	2.15
46	100	2.15
47	100	2.15
48	100	2.15
49	100	2.15
50	100	2.15
51	100	2.15
52	100	2.15
53	100	2.15

54	100	2.15
55	100	2.15
56	100	2.15
57	100	2.15
58	100	2.15
59	100	2.15
60	100	2.15
61	100	2.15
62	100	2.15
63	100	2.15
64	100	2.15
65	100	2.15
66	100	2.15
67	100	2.15
68	100	2.15
69	100	2.15

Total Ownership Points 4650

The percentage interests may be adjusted from time to time as provided in the condominium documents.

All assessments for the repair, maintenance and replacement of the common elements and any improvements thereto, shall be assessed equally between all of the unit owners. Those unit owners electing to have the association secure the fire and extended coverage insurance for their units shall be assessed proportionately according to the ratio of the value that their unit is insured for bears to the total value of all of the units so insured. Those unit owners electing to have the association furnish grounds care and maintenance to their unit shall be assessed proportionately according to the ratio of the value that their unit bears to the total value of all of the units electing this service.

EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM
OF
LAUDERDALE LAKES ESTATES, A CONDOMINIUM

The following rules and regulations are hereby incorporated into the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Lauderdale Lakes Estates, a Condominium. These rules and regulations shall be enforced by the Declarant prior to the formation of the condominium association and by the association thereafter.

1. Each Unit shall be used solely for residential purposes by one Family, except that business activities may be conducted in or from any Home if confined solely to the transaction of business by telephone. The term "residential purposes" shall include only those activities necessary for or normally associated with the use and enjoyment of a homesite as a place of residence and limited recreation.

2. Only one Home may be constructed on each Unit and no garage, tent or other improvement (except for the Home) shall be used for temporary or permanent living or sleeping for the family or guests.

3. Each Unit shall be maintained by the Unit Owner so as to be neat in appearance when viewed from any street or other Unit and , if not properly maintained, the Association may perform yard maintenance and charge the costs thereof to the Unit Owner and levy a Special Assessment against the Unit.

4. No soil shall be removed from the Unit in the Subdivision without the prior consent of the Board. Any excess soil resulting from excavations shall be transported, at the buyer's expense, to an appropriate dumping site.

5. All Homes shall have a minimum living area (exclusive of basement, exposed basement, attic, garage, porches, patios, decks, and storage areas) of not less than 1,900 square feet in a two (2) story or split level residence and 1600 square feet in a single story residence..

6. The Board shall have the exclusive right to determine whether such requirements will be satisfied and any decision of the Board shall be final and conclusive.

7. Each Home shall have an attached, enclosed garage for at least two automobiles. The attached garage for Homes having a living area of 3,999 square feet or less shall not exceed three and one-half (3 1/2) standard car spaces. The maximum size of the enclosed garage for Homes having 4,000 square feet or more shall not exceed one standard car space for each 1,000 square feet of living area in the Home.

8. The garage shall be constructed at the time of construction of the Home and all exterior portions of such garage shall be completed prior to occupancy of the Home.

9. Masonry walls on the exterior of the Home cannot end at a corner but instead, must abut another wall.

10. If shutters are used for windows on the front of the Home, they shall also be used on appropriate windows on the sides and rear of the Home. Similarly, window casings and trim features on the front of the home shall be used on the sides and rear of the Home.

11. Any exposed basement of foundation walls shall be covered with masonry veneer or plaster.

12. No modular style homes shall be allowed in Lauderdale Lakes Estates, a Condominium.

13. Outdoor lighting will be incandescent or of low-pressure sodium, and fixtures shall be shielded or directed downward so as to eliminate skyward, and minimize horizontal, illumination. Each unit owner shall be required to purchase from the Declarant a light pole and mail box set-up at the time of closing of the purchase of their unit.

14. Within 90 days following construction or installation of any improvement, the Unit Owner shall furnish an "as built" condominium plat survey showing the location of the improvement, if required by the Board.

15. Within 6 months following issuance of an occupancy permit for a Home, a complete landscaping plan, including seeding and sodding, for the entire Unit shall be submitted to the Board for its approval. All landscaping shall be completed (in accordance with the plan approved by the Board) within 12 months following the issuance of the occupancy permit for the Home.

16. To avoid a substantial increase in surface water drainage onto adjoining Units, the landscaping plan shall provide for adequate drainage of storm and surface water away from adjoining Units if natural drainage on the Unit is to be or has been altered by grading or landscaping by the Unit Owner.

17. No Unit line, fence, wall hedge or screen planting shall be installed unless in accordance with landscaping or other plans approved in advance by the Board. In no event will the Board approve a fence or wall within the setback or unimproved areas.

18. The Unit Owner shall maintain the right of way pursuant to the drainage plan and in accordance with he directives of the Architectural Control Board.

19. Each Unit shall be improved by the Unit Owner with an approved hard surface driveway extending from the street to the garage within 12 months following issuance of an occupancy permit for the Home. Hard surfaces include, but are not limited to, asphalt, cement, and brick pavers. A plot plan showing the location of the drive shall be submitted to the Board for its prior approval.

20. Any open culvert shall be finished with natural stone, masonry or asphalt. The location, positioning and finishing of all culverts shall be approved by the Architectural Control Board, County of Walworth and by the Town of Sugar creek, if required by municipal ordinances.

21. No building or construction materials shall be stored on any Unit outside of the Home or garage, other than during periods of actual construction or remodeling and then only for so long as may be necessary. Excess excavated material shall not be stored on any Unit during or after construction without the prior approval of the Board, unless required for back filling, finish grading or landscaping.

During any earth moving activities, erosion control practices shall be maintained. Each Unit Owner shall comply with the soil and erosion control plan ordinances of the Town of Sugar Creek and the County of Walworth.

22. Each Unit Owner shall include the following provisions in all construction contracts:

A. The roadway abutting the Unit shall be cleaned at least once a week of mud and debris during the period of construction.

B. There shall be no loud music at the construction site during the period of construction.

C. A dumpster shall be provided at the building site for the period of construction for debris.

D. All burning of debris must comply with municipal burning ordinances and regulations.

E. Toxic, or potentially toxic materials shall not be buried on site.

F. There shall be no more than one sign on any Unit during the period of construction and that said sign shall not exceed 6 square feet.

G. That no sign of any contractor shall be placed at the entry way to the Condominium.

H. That the contractor shall comply with the soil and erosion control plan ordinances of the Town of Sugar Creek and the County of Walworth.

If the Unit Owner does not include such a provision in the contract with the contractor or if the Unit Owner does not enforce the provision, the Board may take the necessary action to enforce the provision at the Unit Owner's expense.

23. No outbuildings, except for association owned outbuildings described in the Declaration, shall be constructed on Individual Grounds without the prior approval of the Architectural Control Board.

24. All swimming pools in the condominium shall be constructed as "in ground" pools. No above ground pools shall be allowed in the condominium.

AMENDMENT TO EXHIBIT "C" TO THE DECLARATION
OF CONDOMINIUM OF
LAUDERDALE LAKES ESTATES, A CONDOMINIUM

This amendment I to the Declaration of Condominium of Lauderdale Lakes Estates, a condominium, created and existing under the Condominium Ownership Act of Wisconsin provides as follows:

WITNESSTH, THAT

WHEREAS, the Unit Owners, under the provisions of the Condominium Ownership Act of Wisconsin and the terms of the Declaration, have the right to amend the Declaration and any part thereof, and

WHEREAS, the Declarant, the Unit Owners and the Association known as the Lauderdale Lakes Estates Condominium Owners Association, Inc., a Wisconsin non-profit corporation, are desirous of amending the Declaration to provide as hereinafter set forth, and

WHEREAS, all provisions of the Declaration and Exhibits thereto previously placed of record are continued in full force and effect, except as herein provided. Declarant, Unit Owners and the Association reserve the option and right to further amend the Declaration as deemed suitable by them. All units in the condominium shall be subject to use, occupancy and regulation as provided in the Declaration, any Amendments thereto, and By-Laws of the Association of Unit Owners, and as provided under this Amendment.

NOW, THEREFORE, the Declarant, Unit Owners and the Board of Directors of the Association acting for the Association, jointly and severally, hereby amend Exhibit "C" of the Declaration and declare as follows:

1. Paragraph 5 of Exhibit "C" to the Declaration is amended to read as follows:

5. All homes, except as hereinafter set forth, shall have a minimum living area (exclusive of basement, exposed basement, attic, garage, porches, patios, decks and storage areas) of not less than 1,900 square feet in a two (2) story or split level residence and 1,600 square feet in a single story residence. Those homes located on Units 60, 61, 62, 63, 64, 66, 67, 68 and 69 shall have minimum living area (exclusive of basement, exposed basement, attic, garage, porches, patios, decks and storage areas) of not less than 1,600 square feet in a two (2) story or split level residence and 1,400 square feet in a single story residence.

IN WITNESS WHEREOF the undersigned has signed these presents this 9th day of

January, 1997.

MANN DEVELOPMENT COMPANY, LLC,
a Wisconsin Limited Liability Corporation

BY: _____
Agent
Robert Mann

BY: _____
Agent
David L. Mann

STATE OF WISCONSIN)
)ss
COUNTY OF WALWORTH)

Personally came before me this 9th day of January, 1997, Robert Mann, Agent, and David L. Mann, Agent of the above named Limited Liability Company, to me known to be such Agents of said company, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Company, by its authority.

_____
Notary Public, State of WI
My Commission: expires 6-25-2000

LAUDERDALE LAKES CONDOMINIUM OWNERS ASSOCIATION, INC.

BY: _____
Robert Mann - President

BY: _____
David L. Mann - Secretary

STATE OF WISCONSIN)
)ss
COUNTY OF WALWORTH)

Personally came before me this 9th day of January, 1997, Robert Mann, President, and David L. Mann, Secretary of the above named Corporation, to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

_____
Notary Public, State of WI
My Commission: expires 6-25-2000

ADDENDUM TO RULES AND REGULATIONS
OF
LAUDERDALE LAKES ESTATES, A CONDOMINIUM

Pursuant to the provisions of Article VI, Section 6.10, of the Declaration, the Board of Directors of the Lauderdale Lakes Estates Condominium Owners Association Inc., does hereby adopt the following amendment to the Rules and Regulations of the condominium.

Culverts. All driveway culverts shall be 15" in diameter and shall be of sufficient length to provide for a driveway entrance adequate to allow the entry and departure of trucks delivering services and products to the unit.

Adopted this 20th day of June, 1996.

Secretary David L. Mann

Attest:

Director Robert E. Mann

Meeting Minutes from the Attendance & Fence Committee on 4-16-03

Attendance: Reggie Lidbury, Pat Leahy, Neil Memmel, Norbert Jamnik, Steve Kemp, Randy Breber and Jeff Ray.

Fence Standards

a) All fences must be approved by the board prior to construction. A copy of the plan must be submitted to each board member for approval.

b) All fences must be in earth-tone colors. White is acceptable if it complements the house's trim.

c) The fence must be located in the backyard (opposite of the front door).

d) The fence must fall in the parameters/shadows of the house's dimensions. It should not extend past the sides of the house.

e) The fence may not exceed 48" in height and must have 60% visibility.

f) The slats on the fence must be vertical. No horizontal fencing will be allowed.

g) No chain link fencing will be allowed. Maintenance free fence should be used.

h) Size: a minimum of 500 square feet and a maximum of 1000 sq. feet.

i) The fence must be maintained. If the unit owner fails to maintain the fence, the association holds the right to have the fence removed. If a unit owner fails to follow the above guidelines, removal of the fence will be requested by the association board. The cost of fence removal will be the responsibility of the unit owner.

Antenna Standards

The committee agreed to grandfather all antennas installed prior to 4-16-2003.

a) All antennas must be approved by the board for location, height and size. A copy of the plan must be submitted to each board member for approval.

b) No tower antennas will be allowed this point on.

c) No more than 4' above the ridgeline of the house. Low profile antennas should be used.

d) Must be placed on the back side of the house (opposite of front door).

e) No antenna should be mounted on the peak of roof ridge.

f) All antennas must be aesthetically pleasing.

g) Only one antenna per unit is allowed.

h) The antenna must be maintained. If the unit owner fails to maintain the antenna, the association holds the right to have the antenna removed. If a unit owner fails to follow the above guidelines, removal of the antenna will be requested by the association board. The cost of antenna removal will be the responsibility of the unit owner.

EXHIBIT "D"

VOL. 635 PAGE 6236

WALWORTH COUNTY
WISCONSIN

Department of Planning, Zoning and Sanitation

Lakeland Complex
Courthouse Annex
W3929 County NN
Elkhorn, WI 53121-4382
Telephone (414) 741-3394
FAX (414) 741-3266
Frank Dobbs - Director

NAME: RICHARD A. MANN AND MANN BROS., INC.

TOWN: SUGAR CREEK

A conditional use permit for a Planned Residential Development for 75 single family residences as specified in Section 4.0 of the Zoning Ordinance on lands zoned R-5 Planned Residential Development District and C-1 Lowland Resource Conservation District and described as follows:

A tract of land being part of the NW1/4 of the NE1/4 of Section 12 and part of the SE1/4 and NE1/4 of Section 1, all of Township 3 North, Range 16 East, Town of Sugar Creek, Walworth County, Wisconsin, being more completely described as follows:

Commencing at the North 1/4 corner of Section 1, Town 3 North, Range 16 East; thence with the west line of the Northeast 1/4 of Section 1 South 0°48'45" West 1287.98 feet to the point of beginning of the tract herein described; thence South 0°48'45" East 3823.20 feet to a point; thence North 80°47'39" West 235.60 feet to a point; thence South 48°45' East 350.00 feet to a point in the centerline of C.T.H. "A"; thence with said centerline North 57°00'02" East 1291.61 feet to a point; thence leaving said centerline North 0°59'21" East 2744 feet to a point; thence East 1320 feet to a point; thence North 670 feet to a point; thence West 1320 feet to a point; thence North 89°13'56" West 1316.19 feet to the point of beginning, said tract contains 135 acres more or less.

has been APPROVED subject to the following conditions:

1. The interior road on the north end of the development should have a cul-de-sac.

2. When public sewer becomes available to this area, sewer hook-up to all residences within this development shall be made.

3. The applicant shall prepare, and have approved by the County Land Conservation Office Erosion Control, Land Disturbance and Stormwater Management plans prior to any land disturbance at this site.

4. There shall be no land disturbance in the area currently zoned C-1.

5. Applicant must meet all applicable Federal, State and local regulations.

6. A report from a hydraulic engineer must be submitted to the Land Conservation Office for review.

7. Permit is approved as per plans submitted.

and the following conditions specified by the Town of Sugar Creek:

9. A fire department water point (dry hydrant) be located within this proposed subdivision.

10. All phases of operation and construction be limited to the hours between 7:00 a.m. and 5:00 p.m. Monday through Friday, 7:00 a.m. until 12:00 noon Saturdays and no operation whatsoever on Sundays. Oct to Apr.

11. The residents of Charl Mar Subdivision be notified in advance whenever changes or additional conditional use requests are brought before the Walworth County Board of Zoning and Planning.

12. Dust control practices used whenever necessary.

13. A five (5) foot chain link fence be constructed to separate Charl Mar Subdivision from the proposed Lauderdale Lake Estates Subdivision.

14. The construction of solid view obstructing fences are not allowed in the proposed subdivision.

15. Lot sizes are to be 40,000 square feet minimum.

16. 66 foot road right of ways cannot be included as part of the lot size.

17. If the project is not completed, the remaining land must be returned to a natural state.

18. No gas or diesel powered aquatic vehicles may be used on the lake.

Dated this 21st day of June, 1994.

James Van Dreser

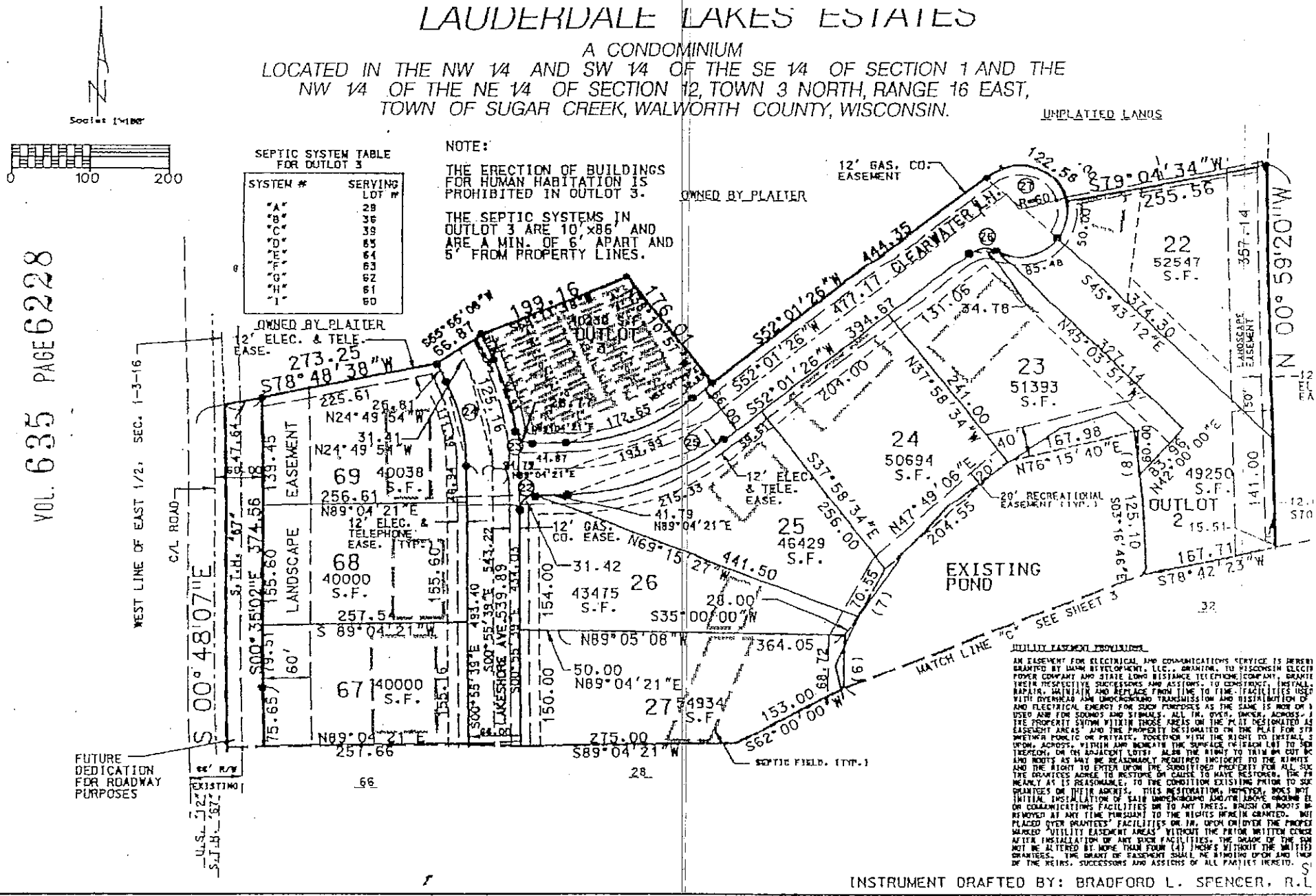
WALWORTH COUNTY PARK & PLANNING COMMISSION
JAMES VAN DRESER, SECRETARY

LAUDERDALE LAKES ESTATES

A CONDOMINIUM

LOCATED IN THE NW 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 1 AND THE NW 1/4 OF THE NE 1/4 OF SECTION 12, TOWN 3 NORTH, RANGE 16 EAST, TOWN OF SUGAR CREEK, WALWORTH COUNTY, WISCONSIN.

VOL. 635 PAGE 628



INSTRUMENT DRAFTED BY: BRADFORD L. SPENCER, R.L

VOL. 635 PAGE 6229

LAUDERDALE LAKES ESTATES

A CONDOMINIUM

LOCATED IN THE NW 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 1 AND THE NW 1/4 OF THE NE 1/4 OF SECTION 12, TOWN 3 NORTH, RANGE 16 EAST, TOWN OF SUGAR CREEK, WALWORTH COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, BRADFORD L. SPENCER, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED DIVIDED AND MAPPED THE FOLLOWING LAND HEREIN DESCRIBED; BEING PART OF THE NW¼ AND SW¼ OF THE SE¼ OF SECTION 1 AND PART OF THE NW¼ OF THE NE¼ OF SECTION 12, TOWN 3 NORTH, RANGE 16 EAST, TOWN OF SUGAR CREEK, WALWORTH COUNTY, WISCONSIN, BEING MORE COMPLETELY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTH¼ CORNER OF SAID SECTION 1; THENCE WITH THE WEST LINE OF THE SE¼ OF SAID SECTION 1 N00°48'07"W, A DISTANCE OF 97.86' TO THE POINT OF BEGINNING; THENCE N89°47'42"E, A DISTANCE OF 236.58' TO A POINT; THENCE S00°48'44"E, A DISTANCE OF 350.00' TO A POINT ON THE CENTERLINE OF C.T.H. "A"; THENCE WITH SAID CENTERLINE OF C.T.H. "A" N87°00'02"E, A DISTANCE OF 1291.61' TO A POINT; THENCE N00°59'20"W, A DISTANCE OF 2356.33' TO A POINT; THENCE S79°04'34"W, A DISTANCE OF 255.56' TO A POINT ON A CURVE; THENCE WITH SAID CURVE TO THE LEFT 122.58' HAVING A RADIUS OF 60.00', A CHORD THAT BEARS N69°27'00"W FOR A LENGTH OF 102.55'; THENCE S52°01'26"W, A DISTANCE OF 444.35' TO A POINT; THENCE N38°10'57"W, A DISTANCE OF 176.01' TO A POINT; THENCE S68°11'19"W, A DISTANCE OF 199.16' TO A POINT; THENCE S65°55'09"W, A DISTANCE OF 66.87' TO A POINT; THENCE S78°48'38"W, A DISTANCE OF 273.25' TO A POINT ON THE WEST LINE OF THE EAST½ OF SAID SECTION 1; THENCE WITH SAID WEST LINE S00°48'07"E, A DISTANCE OF 2435.32' TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 77.58 ACRES MORE OR LESS.

I FURTHER CERTIFY THAT I HAVE MADE SAID SURVEY, LAND DIVISION AND PLAT BY THE DIRECTION OF WANN DEVELOPMENT, LLC., OWNER OF SAID LAND.

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LANDS SURVEYED AND THE DIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 703 OF THE WISCONSIN STATE STATUTES AND REGULATIONS OF WALWORTH COUNTY IN SURVEYING, DIVIDING AND MAPPING THE SAME.

DATED THIS _____ DAY OF _____, 1995.

BRADFORD L. SPENCER
REGISTERED LAND SURVEYOR, NO 2069

WALWORTH COUNTY PARK AND PLANNING APPROVAL

THE ABOVE, WHICH HAS BEEN FILED FOR APPROVAL IS HEREBY APPROVED ON THIS _____ DAY OF _____, 1995.

CHAIRMAN

LINE TABLE

(1)	53.76	N34°58'35"E
(2)	141.51	N84°08'48"E
(3)	64.65	S24°32'51"E
(4)	130.92	S76°44'24"E
(5)	121.22	N58°59'31"W
(6)	68.72	S01°15'53"W
(7)	70.55'	S27°49'48"W
(8)	60.00	S00°00'00"E

CURVE TABLE DATA

NO.	DELTA	RADIUS	ARC	CHD. BRG.	CHD. L.	TANGENT BRG. IN	TANGENT BRG. OUT
1 CL	70°11'23"	133.00'	163.13'	N61°08'08"W	153.03'	N26°01'57"W	S76°48
1 N R/W	70°11'23"	166.00'	203.56'	N61°08'08"W	190.98'	N26°01'57"W	S76°48
1 S R/W	70°11'23"	100.00'	122.70'	N61°08'08"W	115.09'	N26°01'57"W	S76°48
1 LOT 50	33°26'14"	166.00'	96.87'	N43°28'53"W	95.51'		
1 LOT 51	36°45'09"	166.00'	106.48'	N01°22'31"W	104.66'		
2 LOT 55	88°06'48"	20.00'	30.76'	S65°20'12"W	27.82'	N19°36'24"W	S21°16
3 LOT 55	66°25'19"	30.00'	34.78'	S11°55'51"E	32.86'	S28°16'41"W	S49°06
4 R/W	248°25'11"	90.00'	258.05'	S16°04'09"W	100.40'	S49°08'51"W	N21°16
4 LOT 55	55°02'06"	60.00'	57.63'	S12°37'28"E	55.44'		
4 LOT 56	41°40'50"	60.00'	50.00'	S33°48'58"W	48.87'		
4 LOT 57	33°58'15"	60.00'	35.57'	S84°37'28"E	34.47'		
4 LOT 59	69°39'11"	60.00'	93.88'	S23°52'48"E	84.50'		
5 LOT 59	76°31'03"	20.00'	26.71'	N16°58'46"W	24.77'	N21°16'48"E	N55°14
6 CL	182°33'58"	345.40'	1100.58'	N11°54'21"W	690.52'	S38°48'40"W	N78°2
6 N R/W	124°34'48"	478.40'	1040.18'	N51°03'21"W	871.94'	S38°48'40"W	N13°1
6 S R/W	182°33'58"	312.40'	995.03'	N11°54'21"W	624.65'	S38°48'40"W	N78°2
6 O.L. 1	13°19'28"	312.40'	72.66'	N32°42'35"E	72.49'	N38°03'04"E	N18°2
6 LOT 45	62°11'16"	312.40'	339.08'	N35°02'30"W	322.58'		
6 LOT 46	41°03'12"	312.40'	268.56'	N78°38'44"W	260.61'		
6 LOT 54	06°03'24"	378.40'	40.00'	S19°30'22"W	39.98'		
6 LOT 55	26°51'32"	378.40'	176.18'	S32°32'10"W	174.61'		
6 LOT 58	62°42'59"	378.40'	414.20'	S83°34'41"W	394.03'		
6 LOT 60	63°51'30"	378.40'	421.78'	N59°24'31"E	400.28'		
7 O.L. 1	45°34'23"	30.00'	23.86'	N88°53'14"E	23.24'	N63°08'03"E	S71°1
8 R/W	271°08'48"	60.00'	283.94'	N26°33'57"W	84.90'	S11°19'34"E	S17°3
8 LOT 44	49°52'22"	60.00'	52.23'	N01°57'48"W	50.61'		
8 LOT 43	139°34'23"	60.00'	141.93'	S85°19'52"E	111.05'		
8 O.L. 1	85°42'01"	60.00'	89.75'	N55°49'25.5"E	81.61'	S11°19'34"E	N22°5
9 LOT 42	45°34'25"	30.00'	23.86'	S40°18'52"W	23.24'	S17°31'40"W	S63°0
10 LOT 40	94°57'12"	20.00'	30.35'	N51°06'46"W	27.52'	S19°22'38"W	N13°4
11 LOT 60	85°00'40"	20.00'	29.67'	N28°50'12"E	27.03'	N11°20'32"E	N13°4
12 C/L	12°44'31"	300.00'	66.72'	N01°17'55"W	66.58'	N33°40'11"W	N00°5
12 S R/W	12°44'31"	267.00'	59.38'	N01°17'55"W	59.26'	N33°40'11"W	N00°5
12 N R/W	12°44'31"	333.00'	74.08'	N01°17'55"W	73.90'	N33°40'11"W	N00°5
13 LOT 63	90°00'00"	20.00'	31.42'	S45°55'39"E	28.28'	N89°04'21"E	S00°5
14 LOT 37	90°00'00"	20.00'	31.42'	N44°04'21"E	28.28'	N00°55'39"W	N89°0
15 C/L	23°04'13"	100.00'	40.27'	S78°23'32"E	39.98'	N89°04'21"E	S87°5
15 N R/W	23°04'13"	133.00'	53.58'	S78°23'32"E	53.19'	N89°04'21"E	S87°5
15 S R/W	23°04'13"	67.00'	26.98'	S78°23'32"E	26.80'	N89°04'21"E	S87°5
16 C/L	23°04'13"	100.00'	40.27'	S78°23'32"E	39.98'	S87°51'26"E	N89°0
16 S R/W	23°04'13"	133.00'	53.58'	S78°23'32"E	53.19'	S87°51'26"E	N89°0
16 N R/W	23°04'13"	67.00'	26.98'	N78°23'32"W	26.80'	S87°51'26"E	N89°0
17 LOT 35	45°34'23"	30.00'	23.86'	S66°08'28"E	23.24'	N89°04'21"E	S43°2
18 LOT 30	45°34'23"	30.00'	23.86'	S66°17'10"W	23.24'	S43°29'58"W	S89°0
19 R/W	271°08'48"	60.00'	283.95'	N00°55'39"W	84.90'	S43°21'18"E	N90°0
19 LOT 35	44°38'44"	60.00'	46.75'	S67°40'38"E	45.58'		
19 LOT 34	104°15'31"	60.00'	109.18'	S31°52'13"E	94.73'		
19 LOT 31	89°01'33"	60.00'	93.20'	N46°46'33"W	84.09'		
19 LOT 30	31°12'32"	60.00'	32.91'	S72°06'14"W	32.49'		
20 LOT 28	90°00'00"	20.00'	31.42'	N45°55'39"W	28.28'	S89°04'21"W	N00°55
21 LOT 66	90°00'00"	20.00'	31.42'	S44°04'21"W	28.28'	S00°55'39"E	S89°0
22 LOT 26	90°00'00"	20.00'	31.42'	N44°04'21"E	28.28'	N00°55'39"W	N89°0
23 O.L. 3	82°25'47"	20.00'	28.77'	N49°42'46"W	26.36'	S89°04'21"W	N04°2
24 C/L	23°54'18"	300.00'	125.18'	N12°52'47"W	124.28'	N24°49'54"W	N00°5
24 W R/W	23°54'18"	267.00'	111.35'	N12°52'47"W	110.59'	N00°55'38"W	N24°4
24 E R/W	19°20'02"	333.00'	94.93'	N16°35'53"W	94.81'	N05°29'52"W	N24°4
25 C/L	37°02'55"	300.00'	193.98'	N10°32'53"E	190.62'	N89°04'21"E	N52°0
25 S R/W	37°02'55"	333.00'	215.33'	N10°32'53"E	211.53'	N89°04'21"E	N52°0
25 N R/W	37°02'55"	267.00'	172.63'	N10°32'53"E	169.64'	N89°04'21"E	N52°0
26 LOT 23	66°25'19"	30.00'	34.78'	S85°14'05"W	32.86'	N61°33'15"W	S52°0
27 R/W	248°25'19"	60.00'	258.05'	N16°04'49"E	100.40'	N52°01'25"E	S38°4
27 LOT 22	41°44'47"	60.00'	50.00'	S62°56'51"E	48.51'		
27 ROUND	111°03'06"	60.00'	116.31'	S69°21'00"E	98.45'	N52°01'25"E	S10°5
27 O.L. 2	81°37'21"	60.00'	85.46'	S11°58'03"W	78.43'	S38°48'37"W	N41°3
28 C/L	16°16'35"	200.00'	56.82'	N11°14'21"E	56.62'	N19°22'38"E	N03°0
28 S R/W	16°16'35"	233.00'	66.18'	N11°14'21"E	65.97'	N19°22'38"E	N03°0
28 N R/W	16°16'35"	167.00'	47.44'	N11°14'21"E	47.29'	N19°22'38"E	N03°0

INSTRUMENT DRAFTED BY: BRADFORD L. SPENCER, R.

AMENDMENT I TO DECLARATION OF
CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS
AND COVENANTS FOR LAUDERDALE LAKES ESTATES, A CONDOMINIUM

This amendment I to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Lauderdale Lakes Estates, a condominium created and existing under the Condominium Ownership Act of Wisconsin provides as follows:

WITNESSETH, THAT:

WHEREAS, Declarant has reserved the right under the terms of the Declaration to amend the Declaration prior to the creation of the Board and the Board thereafter, for the purpose of dedicating the roadways to the Town of Sugar Creek, Walworth County, Wisconsin, as public roads, and

WHEREAS, as part of the initial dedication of a portion of the roads to the local governmental authority, the following amendment to the Declaration is being made, and

WHEREAS, all provisions of the Declaration previously placed of record are continued in full force and effect, except as herein provided. Declarant reserves the option and right to further amend the Declaration as deemed suitable by Declarant to add additional real estate as added phases, to modify or change the number of units in any Phase, to adjust the percentage ownership as provided in the Declaration and to dedicate future roads to the local municipality. All units in the condominium shall be subject to use, occupancy, and regulation as provided in the Declaration, and By-Laws of the Association of Unit Owners, and as provided under this Addendum,

NOW, THEREFORE, the Declarant and the Board, jointly and severely, hereby amend the Declaration and declare as follows:

1. The real estate described on Exhibit "A", attached hereto and made a part hereof by

reference, is hereby dedicated to the Town of Sugar Creek, Walworth County, Wisconsin, as public roads, and the Declarant reserves the right and authority to further amend the Declaration of Condominium for Lauderdale Lakes Estates, a condominium recorded in the Office of the Register of Deeds on the 30th day of June, 1995, at 10:12 A.M., at Page 6186 to 6237, in Volume 635 as Document Number 308536, Walworth County, Wisconsin, to provide for the dedication of the roads in future phases of the condominium as same are developed.

IN WITNESS WHEREOF the undersigned have signed these presents this 16TH day of NOVEMBER, 1995.

DECLARANT
Mann Development Company, LLC

Richard Mann, Member

David Mann, Member

Robert Mann, Member

STATE OF WISCONSIN)
)ss
COUNTY OF WALWORTH)

Personally came before me this 16TH day of NOVEMBER, 1995, the above named Richard Mann, David Mann and Robert Mann to me known to be such Members, who executed the foregoing instrument and acknowledge the same.

Lowell E. Sweet
Notary Public, State of WI.
My Commission: IS PERMANENT.

This instrument was drafted by Lowell E. Sweet [illegible]

COMMENCING AT THE SOUTH 1/4 CORNER SEC. 1-3-16; THENCE N00°48'07"W ALONG THE WEST LINE OF THE EAST 1/2, OF BEFORE SAID SECTION 3, A DISTANCE OF 97.86' TO A POINT; THENCE N80°47'42"E, A DISTANCE OF 235.58' TO A POINT; THENCE S00°48'44"E, A DISTANCE OF 311.00' TO A POINT; THENCE N57°00'02"E, A DISTANCE OF 1081.47' TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE N32°59'57"W, A DISTANCE OF 24.54' TO A POINT; THENCE 122.50' ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 100.00' WHOSE CHORD BEARS N68°05'38"W, A DISTANCE OF 114.99' TO A POINT; THENCE S76°48'40"W, A DISTANCE OF 468.05' TO A POINT; THENCE 215.19' ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 378.40' WITH A CHORD BEARING N83°52'10"W, A DISTANCE OF 173.63' TO A POINT; THENCE 30.76' ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 20.00' WITH A CHORD BEARING S65°20'12"W, A DISTANCE OF 27.82' TO A POINT; THENCE S21°16'48"W, A DISTANCE OF 81.26' TO A POINT; THENCE 258.05' ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 60 WITH A CHORD BEARING S78°04'09"W, A DISTANCE OF 100.40' TO A POINT; THENCE N21°16'48"E, A DISTANCE OF 174.51' TO A POINT; THENCE 26.71' ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 20.00' WITH A CHORD BEARING N16°58'46"W, A DISTANCE OF 24.77' TO A POINT; THENCE 835.98' ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 378.40' WITH A CHORD BEARING N8°03'07"E, A DISTANCE OF 676.04' TO A POINT; THENCE 29.67' ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 20.00' WITH A CHORD BEARING N28°50'12"E, A DISTANCE OF 27.03' TO A POINT; THENCE N13°40'11"W, A DISTANCE OF 336.30' TO A POINT; THENCE 74.06' ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 333.00' WITH A CHORD BEARING N7°17'55"W, A DISTANCE OF 73.90' TO A POINT; THENCE N00°55'39"W, A DISTANCE OF 333.53' TO A POINT; THENCE 31.42' ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 20.00' WITH A CHORD BEARING N45°55'39"W, A DISTANCE OF 28.28' TO A POINT; THENCE S89°04'21"W, A DISTANCE OF 236.60' TO A POINT; THENCE N01°11'59"W, A DISTANCE OF 66.00' TO A POINT; THENCE N89°04'21"E, A DISTANCE OF 236.92' TO A POINT; THENCE 31.42' ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 20.00' WITH A CHORD BEARING N44°04'21"E, A DISTANCE OF 28.28' TO A POINT; THENCE N00°55'39"W, A DISTANCE OF 493.40' TO A POINT; THENCE 111.39' ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 267.0' WITH A CHORD BEARING N12°52'47"W, A DISTANCE OF 110.59' TO A POINT; THENCE N24°49'54"W, A DISTANCE OF 26.81' TO A POINT; THENCE N55°55'08"E, A DISTANCE OF 66.87' TO A POINT; THENCE S24°49'54"E, A DISTANCE OF 37.56' TO A POINT; THENCE 94.93' ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 333.00' WITH A CHORD BEARING S16°39'53"E, A DISTANCE OF 94.61' TO A POINT; THENCE 28.77' ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 20.00' WITH A CHORD BEARING S49°42'46"E, A DISTANCE OF 26.36' TO A POINT; THENCE N89°04'21"E, A DISTANCE OF 44.87' TO A POINT; THENCE 172.65' ALONG THE ARC TO THE

LEFT, WITH A RADIUS OF 267.00' WITH A CHORD BEARING N70°32'53"E, A DISTANCE OF 169.66' TO A POINT; THENCE N52°01'26"E, A DISTANCE OF 477.16' TO A POINT; THENCE 258.06' ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 60' WITH A CHORD BEARING S04°45'55"E, A DISTANCE OF 100.40' TO A POINT; THENCE 34.78' ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 30.00' WITH A CHORD BEARING S85°14'05"W, A DISTANCE OF 32.86' TO A POINT; THENCE S52°01'26"W, A DISTANCE OF 394.67' TO A POINT; THENCE 215.33' ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 333.00' WITH A CHORD BEARING S70°32'53"W, A DISTANCE OF 211.59' TO A POINT; THENCE S89°04'21"W, A DISTANCE OF 41.79' TO A POINT; THENCE 31.42' ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 20.00' WITH A CHORD BEARING S44°04'21"W, A DISTANCE OF 28.28' TO A POINT; THENCE S00°55'39"E, A DISTANCE OF 434.04' TO A POINT; THENCE 31.42' ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 20.00' WITH A CHORD BEARING S45°55'39"E A DISTANCE OF 28.28' TO A POINT; THENCE N89°04'21"E A DISTANCE OF 266.59' TO A POINT; THENCE 53.55' ALONG THE ARC OF CURVE TO THE RIGHT WITH A RADIUS OF 133.00' WITH A CHORD BEARING S79°23'32"E A DISTANCE OF 53.19' TO A POINT; THENCE S67°51'26"E A DISTANCE OF 135.26' TO A POINT; THENCE 26.98' ALONG THE ARC OF A CURVE TO THE LEFT, WITH A 67.00' RADIUS WITH A CHORD BEARING S79°23'32"E, A DISTANCE OF 26.80' TO A POINT; THENCE N89°04'21"E, A DISTANCE OF 93.32' TO A POINT; THENCE 23.86' ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 30.00' WITH A CHORD BEARING N66°17'10"E, A DISTANCE OF 23.24' TO A POINT; THENCE 283.95' ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 60.00' WITH A CHORD BEARING S00°55'39"E, A DISTANCE OF 84.00' TO A POINT; THENCE 23.86' ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 30.00' WITH A CHORD BEARING N68°08'28"W, A DISTANCE OF 23.24' TO A POINT; THENCE S89°04-21"W, 93.32' TO A POINT; THENCE 53.55' ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 133.00' WITH A CHORD BEARING N79°23'32"W, A DISTANCE OF 53.19' TO A POINT; THENCE N67°51'26"W, A DISTANCE OF 135.26' TO A POINT; THENCE 26.98' ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 67.00' WITH A CHORD BEARING N79°23'32"W, A DISTANCE OF 26.80' TO A POINT; THENCE S89°04'21"W, A DISTANCE OF 266.59' TO A POINT; THENCE 31.42' ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 20.00' WITH A CHORD BEARING S44°04'21"W, 28.28' TO A POINT; THENCE S00°55'39"E, A DISTANCE OF 333.51' TO A POINT; THENCE 59.38' ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 167.00' WITH A CHORD BEARING S07°17'55"E, A DISTANCE OF 59.26' TO A POINT; THENCE S13°40'11"E, A DISTANCE OF 338.03' TO A POINT; THENCE 30.35' ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 20.00' WITH A CHORD BEARING S57°08'46"E, A DISTANCE OF 27.52' TO A POINT; THENCE N79°22'38"E, A DISTANCE OF 366.15' TO A POINT; THENCE 47.44' ALONG A CURVE TO THE LEFT WITH A RADIUS OF 167.00' WITH A

CHORD BEARING N71°14'21"E, A DISTANCE OF 47.28'; THENCE N63°06'04E, A DISTANCE OF 49.85' TO A POINT; THENCE 23.86' ALONG A CURVE TO THE LEFT WITH A RADIUS OF 30.00' WITH A CHORD BEARING N40°18'52"E, A DISTANCE OF 23.24' TO A POINT; THENCE 283.94' ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 60.00' WITH A CHORD BEARING S26°53'57"E, A DISTANCE OF 84.00' TO A POINT; THENCE 23.86' ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 30.00' WITH A CHORD BEARING S85°53'14"W, A DISTANCE OF 23.24' TO A POINT; THENCE S63°06'04"W, A DISTANCE OF 49.85' TO A POINT; THENCE 66.19' ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 233.00' AND WITH A CHORD BEARING S71°14'21"W, A DISTANCE OF 65.97' TO A POINT; THENCE S79°22'38"W, A DISTANCE OF 416.40' TO A POINT; THENCE 995.43' ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 312.40' WITH A CHORD BEARING S11°54'21"E, A DISTANCE OF 624.65' TO A POINT; THENCE N76°48'40"E, A DISTANCE OF 468.05' TO A POINT; THENCE 203.36' ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 166.00' WITH A CHORD BEARING S68°05'38"E, A DISTANCE OF 190.88' TO A POINT; THENCE S32°59'57"E, A DISTANCE OF 24.54' TO A POINT; THENCE S57°00'02"W, A DISTANCE OF 66.00' TO THE POINT OF BEGINNING.

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8410

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LOIS M. [illegible] MAGER
REGISTER OF DEEDS
[illegible] COUNTY, WI
Sweet & Reddy

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VOL. 657 PAGE 413

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RECORDED IN VOL. 657
PAGE 413

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CONNIE J. [illegible]
REGISTER OF DEEDS
WALW[illegible] COUNTY, WI

Document Number	AMENDMENT II TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS AND ADDENDUM I TO THE CONDOMINIUM PLAT FOR LAUDERDALE LAKES ESTATES, A CONDOMINIUM Document Title

Recording Area

Name and Return Address

Sweet & Reddy, S.C.
P.O. Box 318
Elkhorn, WI 53128-0318

24.00

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (If required). Other information such as the granting clause, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and $2.00 to the recording fee. Wisconsin Statutes, 59.5127. WRDA 2/96

I hereby certify that I have on this 26th day of August , 1998 microphotographed the above document in accordance with standards established by Sec. 228.03 (1) of Statutes and with established procedures,

Kathy Davis , Camera Operator

AMENDMENT II TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS AND ADDENDUM I TO THE CONDOMINIUM PLAT FOR LAUDERDALE LAKES ESTATES, A CONDOMINIUM

WHEREAS, the Declarant has reserved the right to add additional real estate to the real estate previously submitted to this Declaration as Phase I, and

WHEREAS, additional real estate must be from the real estate described in Article I, Section 1.01 of the Declaration as more specifically described in exhibit A of the recorded declaration, and

WHEREAS, Declarant has advised all purchasers that the percentage of ownership of each Unit shall be adjusted as provided in Exhibit B, of the Declaration.

NOW, THEREFORE, the Declarant, as holder of title of said real estate hereinafter described, and for the purposes hereinabove set forth and hereinbefore set forth in the Declaration recorded June 30, 1995, in Volume 635 of Records, at page 6186, as Document No. 308536, Walworth County Records, and as amended by Amendment I to the Declaration recorded November 20, 1995, in Volume 637 of Records, at Page 8410, as Document No. 317485, Walworth County Records, declares as follows:

The real estate known as Phase II which is hereby submitted and subjected to the provisions of the Condominium Ownership Act of the State of Wisconsin is legally described as set forth on the description rider as part of Exhibit "A" hereof.

Said real estate is also described and delineated on the Plat of Survey attached as Exhibit "A" of this Addendum I which, by reference hereto, is made a part hereof, said plat showing thereon a representative unit which shall be used in identifying the unit on each designated parcel. The balance of the designated parcel shall consist of limited common elements assigned to the unit.

Exhibit "A" hereof consists of the pages designated Exhibit "A" page 1 through 3.

All provisions of the Declaration hereinbefore described are continued in full force and effect, except as hereinafter provided.

The percentage of ownership of the units in Phase I of the condominium is hereby amended as follows pursuant to the Declaration of Condominium of Lauderdale Lakes Estates, a condominium; as filed and previously amended:

UNIT NUMBER	UNIT OWNERSHIP POINTS	PERCENTAGE
22	100	1.55
23	100	1.55
24	100	1.55
25	100	1.55
26	100	1.55
27	100	1.55
28	100	1.55
29	100	1.55
30	100	1.55
31	125	1.95
34	125	1.95
35	100	1.55
36	100	1.55
37	100	1.55
38	100	1.55
39	100	1.55
40	100	1.55
41	100	1.55
42	100	1.55
43	100	1.55
44	100	1.55
45	100	1.55
46	100	1.55
47	100	1.55
48	100	1.55
49	100	1.55
50	100	1.55
51	100	1.55
52	100	1.55
53	100	1.55
54	100	1.55
55	100	1.55
56	100	1.55
57	100	1.55
58	100	1.55
59	100	1.55
60	100	1.55
61	100	1.55
62	100	1.55
63	100	1.55
64	100	1.55
65	100	1.55

66	100	1.55
67	100	1.55
68	100	1.55
69	100	1.55

The percentage of ownership of the units in Phase II of the condominium is hereby initially established as follows pursuant to the Declaration of Condominium of Lauderdale Lakes Estates, a condominium:

UNIT NUMBER	UNIT OWNERSHIP POINTS	PERCENTAGE
1	100	1.55
2	100	1.55
3	100	1.55
4	100	1.55
5	100	1.55
6	100	1.55
7	100	1.55
8	100	1.55
9	100	1.55
10	100	1.55
11	100	1.55
12	100	1.55
13	100	1.55
14	100	1.55
15	100	1.55
16	100	1.55
17	100	1.55
18	100	1.55
19	100	1.55
20	100	1.55
21	100	1.55
70	100	1.55

The total ownership points in Phase I and II is 6450.

The foregoing percentage may be subject to amendment by the addition of additional phases from the land described in the Declaration.

IN WITNESS WHEREOF Mann Development Company, LLC, a Wisconsin Limited Liability Company by its members has caused its name to be signed to these

presents this 19th day of May, 1998.

MANN DEVELOPMENT COMPANY, LLC

Richard Mann, Member

David L. Mann, Member

Robert E. Mann, Member

STATE OF WISCONSIN)
)ss
COUNTY OF WALWORTH)

Personally came before me this 14th day of May, 1998, Richard Mann, David L. Mann and Robert E. Mann, being all of the members of the above named Limited Liability Company, to me known to be the persons who executed the foregoing instrument, and to me known to be such members of said Limited Liability Company, and acknowledged that they executed the foregoing instrument as such members as the deed of said Limited Liability Company, by its authority.

Jodi Wilson

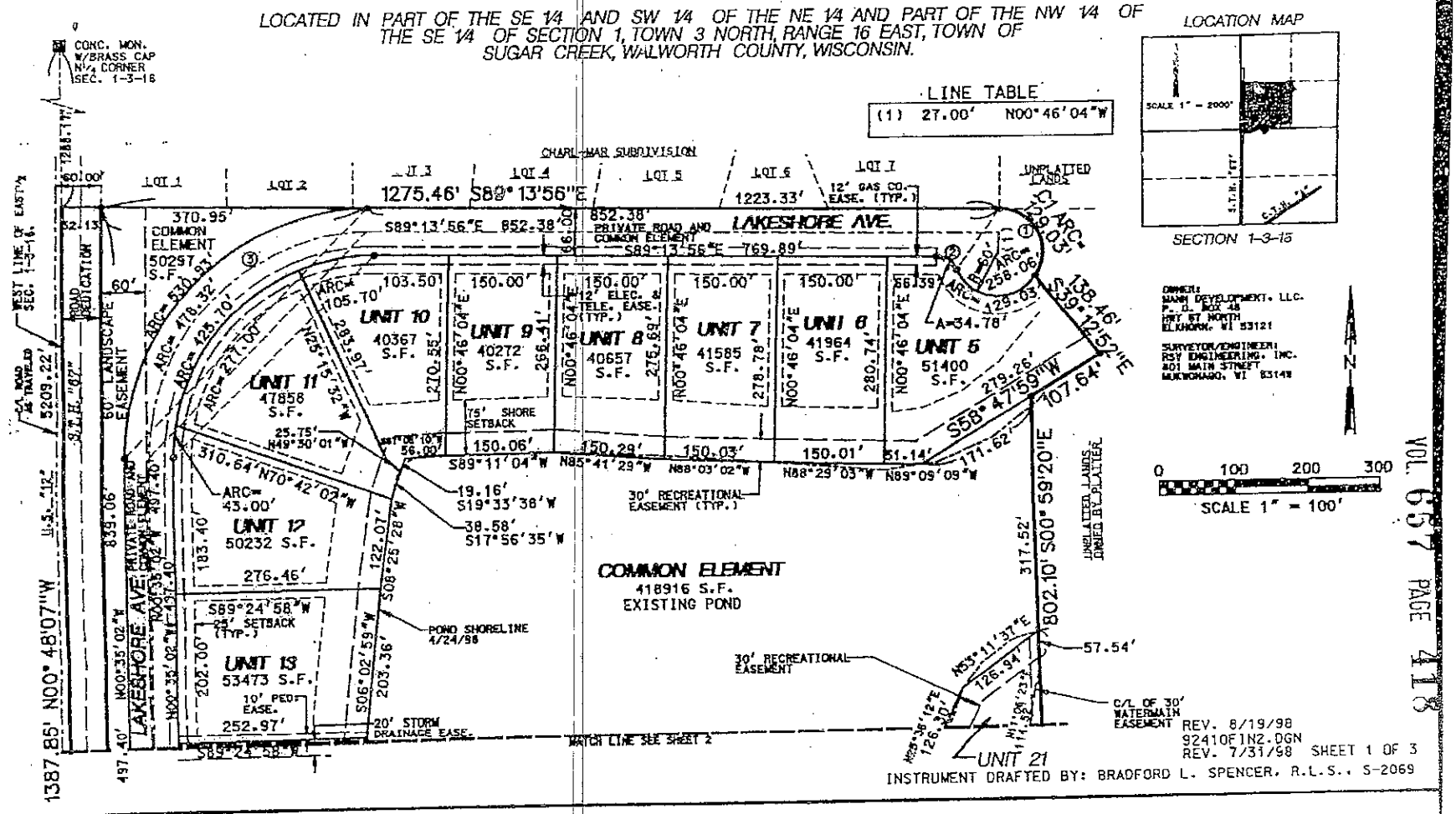
Notary Public, State of WI.
My Commission: expires 6-25-2000

This document was drafted by:
Attorney Lowell E. Sweet
SBN 1007406

EXHIBIT "A"

LAUDERDALE LAKES ESTATES, A CONDOMINIUM, ADDENDUM # I

LOCATED IN PART OF THE SE 1/4 AND SW 1/4 OF THE NE 1/4 AND PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 1, TOWN 3 NORTH, RANGE 16 EAST, TOWN OF SUGAR CREEK, WALWORTH COUNTY, WISCONSIN.



REV. 8/19/98
92410F1N2.DGN
REV. 7/31/98 SHEET 1 OF 3

INSTRUMENT DRAFTED BY: BRADFORD L. SPENCER, R.L.S., S-2069

VOL. 657 PAGE 418

LAUDERDALE LAKES ESTATES, A CONDOMINIUM, ADDENDUM # I

LOCATED IN PART OF THE SE 1/4 AND SW 1/4 OF THE NE 1/4 AND PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 1, TOWN 3 NORTH, RANGE 16 EAST, TOWN OF SUGAR CREEK, WALWORTH COUNTY, WISCONSIN.

NOTES:

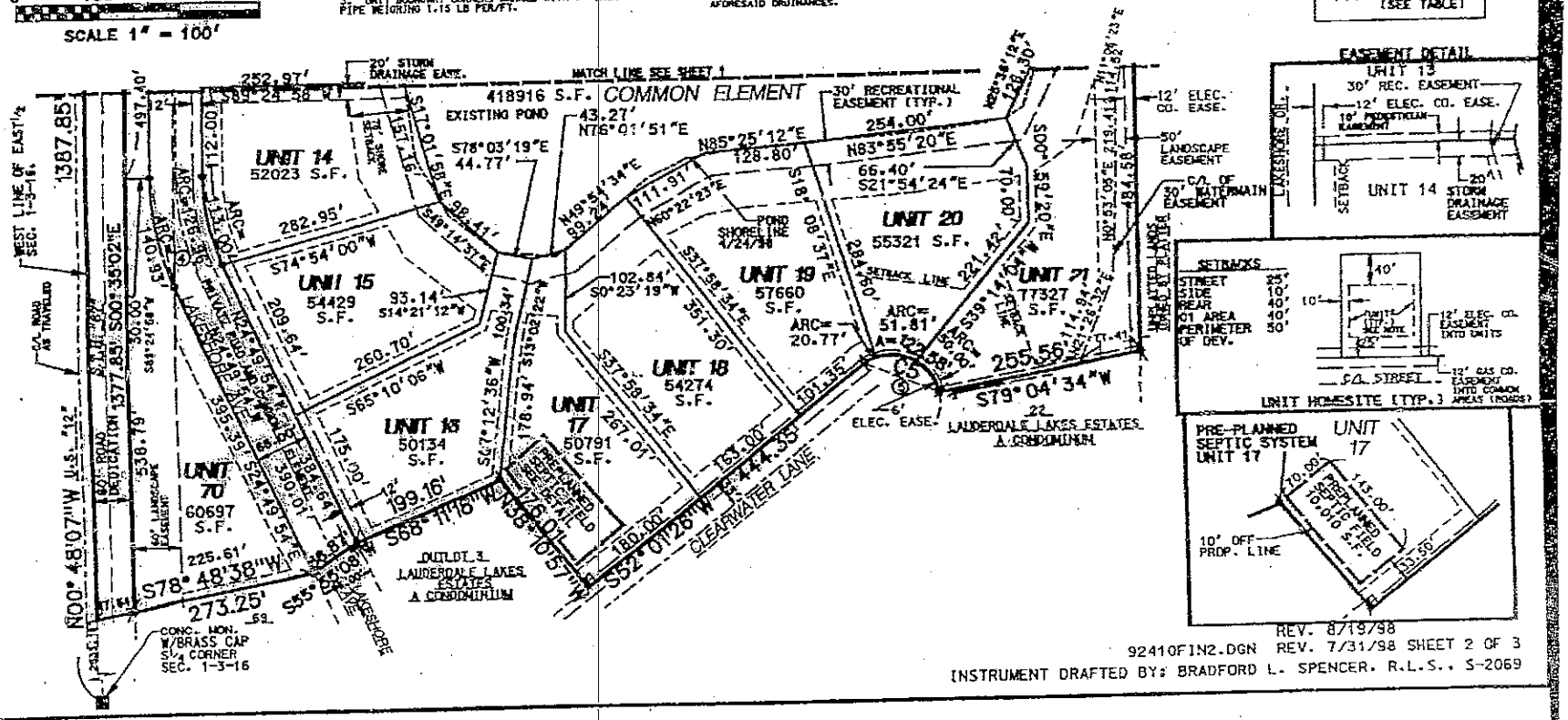
1. COMMON AREAS CONSISTS OF THE ROADWAYS AND POND OUTSIDE OF UNIT BOUNDARY LINES.
2. ROADWAY COMMON AREAS CAN BE USED FOR EASEMENT PURPOSES FOR PRIVATE SEPTIC SYSTEM FORCE MAINS AND FACILITIES.
3. UNIT BOUNDARY CORNERS MARKED WITH 1" IRON PIPE WEIGHING 1.13 LB PER/FT.
4. THE UNIT IS A CUBE OF AIR LOCATED ON THE INDIVIDUAL GROUNDS IDENTIFIED BY NUMBER ON THE PLAT, WHICH CUBE SHALL HAVE AS ITS EXTERIOR BOUNDARY LINES PARALLEL WITH THE BOUNDARY LINES OF THE INDIVIDUAL GROUNDS LOCATED AT THE SET BACK DISTANCE ESTABLISHED BY THE ORDINANCE OF THE COUNTY OF WALWORTH AND THE TOWN OF SUGAR CREEK AND HAVING AS ITS BASE A DEPTH OF NO MORE THAN TWELVE FEET (12') IN THE GROUND TO ALLOW FOR BASEMENT AND FOOTING EXCAVATION AND A HEIGHT AS ESTABLISHED BY THE AFORESAID ORDINANCES.

LEGEND

- (S) CURV NO. SEE TABLE
- 2" IRON PIPE FOUND
- 2"x30" IRON PIPE SET 2.65#/L.F.
- (1) LINE NO. (SEE TABLE)

0 100 200 300

SCALE 1" = 100'



REV. 8/19/98

92410FIN2.DGN REV. 7/31/98 SHEET 2 OF 3

INSTRUMENT DRAFTED BY: BRADFORD L. SPENCER. R.L.S., S-2069

VOL. 657 PAGE 419

LAUDERDALE LAKES ESTATES, A CONDOMINIUM, ADDENDUM # I

LOCATED IN PART OF THE SE 1/4 AND SW 1/4 OF THE NE 1/4 AND PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 1, TOWN 3 NORTH, RANGE 16 EAST, TOWN OF SUGAR CREEK, WALWORTH COUNTY, WISCONSIN.

CURVE TABLE DATA

NO.	ARC	DELTA	RADIUS	CHORD	CHD. BRG.	TAN. IN	TAN. OUT
1 BND.	129.03'	123°12'39"	60.00'	105.56'	S27°37'36.5"E	S89°13'56"E	S33°58'43"W
R/W	256.06'	246°25'19"	60.00'	100.40'	S33°58'43.5"W	S89°13'56"E	N22°48'37"W
UNIT 5	129.03'	123°12'40"	60.00'	105.56'	S84°24'57"E	S22°48'37"E	N33°58'43"E
2	34.78'	66°25'19"	30.0'	32.86'	S56°01'16.5"E	S89°13'56"E	S22°48'37"E
3 C/L	478.32'	91°21'06"	300.00'	429.24'	N45°05'31"E	N00°35'02"W	S89°13'56"E
E R/W	425.70'	91°21'06"	267.00'	382.02'	N45°05'31"E	N00°35'02"W	S89°13'56"E
W R/W	530.93'	91°21'06"	333.00'	476.45'	N45°05'31"E	N00°35'02"W	S89°13'56"E
UNIT 10	105.70'	22°40'57"	267.00'	105.01'	N19°25'35.5"E	N58°05'07"E	S89°13'56"E
UNIT 11	277.00'	59°26'30"	267.00'	264.74'	N38°21'52"E	N08°38'37"E	N66°05'07"E
UNIT 12	45.00'	09°13'39"	267.00'	42.95'	N04°01'46.5"E	N00°35'02"W	N08°38'37"E
4 C/L	126.96'	24°14'52"	300.00'	126.02'	N12°42'28"W	N24°49'54"W	N00°35'02"W
UNIT 14	113.00'	24°14'52"	267.00'	112.15'	N12°42'28"W	N24°49'54"W	N00°35'02"W
UNIT 10	140.93'	24°14'52"	330.00'	139.88'	N12°48'28"W	N24°49'54"W	N00°35'02"W
5	122.59'	117°03'08"	60.00'	102.35'	N69°27'00"W	N10°55'26"W	S82°01'26"W
UNIT 19	20.77'	19°49'57"	60.00'	20.66'	S61°56'24.5"W	S71°51'23"W	S82°01'26"W
UNIT 20	51.81'	49°28'24"	60.00'	50.21'	N83°24'25"W	N58°40'13"W	S71°51'23"W
UNIT 21	50.00'	47°44'47"	60.00'	48.57'	N34°47'49.5"W	N58°40'13"W	N10°55'26"W

SURVEYOR'S CERTIFICATE:

I, BRADFORD L. SPENCER, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE FOLLOWING LAND HEREIN DESCRIBED; BEING LOCATED IN PART OF THE SE1/4 AND SW1/4 OF THE NE1/4 AND PART OF THE NW1/4 OF THE SE1/4 OF SECTION 1, TOWN 3 NORTH, RANGE 16 EAST, TOWN OF SUGAR CREEK, WALWORTH COUNTY, WISCONSIN BEING MORE COMPLETELY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTH1/4 CORNER OF SAID SECTION 1; THENCE WITH THE WEST LINE OF THE EAST1/2 OF SAID SECTION 1 N00°48'07"W, A DISTANCE OF 2533.18' TO THE POINT OF BEGINNING; THENCE CONTINUING N00°48'07"W, A DISTANCE OF 1367.82' TO A POINT; THENCE S89°13'56"E, A DISTANCE OF 1275.46' TO A POINT ON A CURVE; THENCE WITH SAID CURVE TO THE RIGHT A LENGTH OF 129.03' TO A POINT; SAID CURVE HAVING A RADIUS OF 60.00', A CHORD THAT BEARS S27°37'36.5"E FOR A DISTANCE OF 105.56'; THENCE S33°12'52"E, A DISTANCE OF 138.46' TO A POINT; THENCE S58°47'59"W, A DISTANCE OF 107.64' TO A POINT; THENCE S00°59'20"E, A DISTANCE OF 802.10' TO A POINT; THENCE S79°04'54"W, A DISTANCE OF 255.56' TO A POINT ON A CURVE; THENCE WITH SAID CURVE TO THE LEFT A LENGTH OF 122.58', SAID CURVE HAVING A RADIUS OF 60.00', A CHORD THAT BEARS N69°27'00"W, FOR A DISTANCE OF 102.35'; THENCE WITH THE NORTHERLY RIGHT OF WAY OF CLEARWATER LANE S52°01'26"W, A DISTANCE OF 444.35' TO A POINT; THENCE N38°10'57"W, A DISTANCE OF 176.01' TO A POINT; THENCE S68°11'18"W, A DISTANCE OF 199.15' TO A POINT; THENCE S55°55'08"W, A DISTANCE OF 66.87' TO A POINT; THENCE S78°48'38"W, A DISTANCE OF 273.25' TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 37.2148 ACRES MORE OR LESS.

I FURTHER CERTIFY THAT I HAVE MADE SAID SURVEY, LAND DIVISION AND CONDOMINIUM PLAT BY THE DIRECTION OF MANN DEVELOPMENT, LLC., OWNER OF SAID LAND.

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE UNITS AND COMMON AREA THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 703 OF THE WISCONSIN STATE STATUTES AND THE SUBDIVISION CONTROL ORDINANCE, WALWORTH COUNTY, WISCONSIN IN SURVEYING, DIVIDING AND MAPPING THE SAME.

DATED THIS____DAY OF_____, 1998.

_____
BRADFORD L. SPENCER, R.L.S. #2069

WALWORTH COUNTY PLANNING, ZONING AND SANITATION COMMITTEE APPROVAL:

THE ABOVE, WHICH HAS BEEN FILED FOR APPROVAL IS HEREBY APPROVED ON THIS____DAY OF_____, 1998.

_____
ROBERT W. TILTON, CHAIRPERSON

UTILITY EASEMENT PROVISIONS

AN EASEMENT FOR ELECTRICAL AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY MANN DEVELOPMENT, LLC., GRANTOR, TO WISCONSIN ELECTRIC POWER COMPANY AND STATE LONG DISTANCE TELEPHONE COMPANY, GRANTEES, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO CONSTRUCT, INSTALL, OPERATE, REPAIR, MAINTAIN AND REPLACE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ELECTRICAL ENERGY FOR SUCH PURPOSES AS THE SAME IS NOW OR MAY HEREAFTER BE USED AND FOR SOUNDS AND SIGNALS, ALL IN, OVER, UNDER, ACROSS, ALONG AND UPON THE PROPERTY SHOWN WITHIN THOSE AREAS ON THE PLAT DESIGNATED AS "UTILITY EASEMENT AREAS" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, ACROSS, WITHIN AND BENEATH THE SURFACE OF EACH UNIT TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT UNITS; ALSO THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. THE GRANTEES AGREE TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEES OR THEIR AGENTS, THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF SAID UNDERGROUND AND/OR ABOVE GROUND ELECTRIC FACILITIES OR COMMUNICATIONS FACILITIES OR TO ANY TREES, BRUSH OR ROOTS WHICH MAY BE REMOVED AT ANY TIME PURSUANT TO THE RIGHTS HEREIN GRANTED. BUILDINGS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "UTILITY EASEMENT AREAS" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED BY MORE THAN FOUR (4) INCHES WITHOUT THE WRITTEN CONSENT OF GRANTEES. THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

REV. 8/19/98
92410FIN2.DGN REV. 7/31/98 SHEET 3 OF 3

INSTRUMENT DRAFTED BY: BRADFORD L. SPENCER, R.L.S., S-2069

VOL 657 PAGE 420

MEMORANDUM RE:
ARCHITECTURAL CONTROL
LAUDERDALE LAKES ESTATES CONDOMINIUM

Article XIV, Section 14.13 specifically provides "Any structure constructed or located on Individual Grounds shall, prior to commencement of construction or location, be approved by DECLARANT as to its construction, location, style and architectural compatibility with the other Units in the Condominium and with the structure erected or located on like limited common areas. The DECLARANT shall have the right to relocate Designated Unit Area when DECLARANT determines that the relocation of the Designated Area will alleviate an economic hardship or will aesthetically benefit the Condominium. DECLARANT may assign this right of approval of relocation to the Board of the Association after its formation. DECLARANT or the Board shall not unreasonably withhold approval provided construction or location complies with the standard set forth above."

There is no obligation on the part of the DECLARANT, Mann Development Company, LLC, to surrender or assign the architectural control of the condominium to the association. The power is vested exclusively in the DECLARANT until such time as the DECLARANT elects to assign the power. In view of this, it is my recommendation that the DECLARANT not assign the power and continue to act as the architectural control over the condominium development.

Respectfully submitted,

Lowell E. Sweet

TAB 3

BYLAWS/RULES AND REGULATIONS

TABLE OF CONTENTS FOR BY-LAWS

Article I	Plan of Unit Ownership	1
	1. Unit Ownership	1
	2. Applicability of By-Laws and Definitions	1
	3. Office	1
Article II	Board of Directors	1
	1. Numbers and Qualifications	1
	2. Powers and Duties	2
	3. Managing Agent and Manager	2
	4. Election and Term of Office	2
	5. Removal of Members of the Board of Directors	2
	6. Vacancies	2
	7. Organization Meeting	2
	8. Regular Meetings	2
	9. Special Meetings	3
	10. Waiver of Notice	3
	11. Quorum of Board of Directors	3
	12. Fidelity Bonds	3
	13. Compensation	3
	14. Liability of the Board of Directors	3
	15. Informal Action	4
Article III	Unit Owners	4
	1. Annual Meeting	4
	2. Place of Meetings	5
	3. Special Meetings	5
	4. Notice of Meetings	5

	5. Adjournment of Meetings	5
	6. Title of Units	5
	7. Voting	5
	8. Majority of Unit Owners	5
	9. Quorum	5
	10. Majority Vote	6
	11. Action by Unanimous Consent	6
	12. Membership	6
Article IV	Officers	6
	1. Designation	6
	2. Election of Officers	6
	3. Removal of Officers	6
	4. President	7
	5. Vice President	7
	6. Secretary-Treasurer	7
	7. Agreements, Contracts, Deeds, Checks, etc.	7
	8. Compensation of Officers	7
Article V	Operation of the Property	7
	1. Determination of Common Expenses and Common Charges	7
	2. Insurance	8
	3. Repair and Reconstruction After Damage	10
	4. Reserve for Contingencies and Replacements	11
	5. Failure to Prepare Annual Budget	11
	6. Books and Records	11
	7. Status of Collected Funds	12

	8. Remedies for Failure to Pay Assessments	12
	9. Rental During Foreclosure	13
	10. Waiver of Use	13
	11. Abatement and Enjoining of Violations	13
	12. Maintenance and Repair	13
	13. Use of Property	13
	14. Additions, Alterations, or Improvements by Board of Directors	17
	15. Additions, Alterations, or Improvements by Unit Owners	17
	16. Rules of Conduct	18
	17. Utilities	18
Article VI	Mortgages	18
	1. Mortgage of Units	18
	2. Notice to Board of Directors	18
	3. Notice of Unpaid Common Charges	18
	4. Notice of Default	18
	5. Examination of Books	18
Article VII	Unpaid Assessments on Sale	18
	1. Responsibility of Transferees for Unpaid Assessments	18
Article VIII	Condemnation	19
	1. Procedure	19
Article IX	Records	20
	1. Records and Audits	20
Article X	Miscellaneous	20
	1. Notices	20
	2. Invalidity	20

	3. Captions	20
	4. Gender	20
	5. Waiver	21
	6. Insurance Trustee	21
	7. Conflicts	21
	8. Relinquishment of Control	21
	9. Recreation Facilities	21
Article XI	Amendments to By-Laws	21
	1. Amendments to By-Laws	21

BY-LAWS OF

LAUDERDALE LAKES ESTATES CONDOMINIUM OWNERS ASSOCIATION, INC.

ARTICLE I

Plan of Unit Ownership

Section 1. Unit Ownership. The Property located in the Town of Sugar Creek, Walworth County, State of Wisconsin, (the "Property") known as Lauderdale Lakes Estates, a condominium (the "Condominium"), has been submitted to the provisions of the Wisconsin Condominium Ownership Act by a certain Declaration of Condominium (the "Declaration") recorded in the office of the Register of Deeds for Walworth County, Wisconsin.

Section 2. Applicability of By-Laws and Definitions. These By-Laws are adopted as the By-Laws of Lauderdale Lakes Estates Condominium Owners Association, Inc. (the "Association"), a Wisconsin corporation, organized under the Wisconsin Nonstock Corporation Law to serve as an Association of unit owners under the Wisconsin Condominium Ownership Act. The provisions of these By-Laws are applicable to the Property and to the use and occupancy thereof. The term "Property" and other terms used herein shall, unless the context or the Declaration require otherwise, have the same meaning as the definitions contained in Section 703.02 of the Wisconsin Condominium Ownership Act.

Section 3. Office. The initial office of the Association and of the Board of Directors of the Association (the "Board of Directors" or the "Board") shall be located at P.O. Box 48, Elkhorn, WI 53121.

ARTICLE II

Board of Directors

Section 1. Numbers and Qualification. The affairs of the Association and of the Property shall be governed by the Board of Directors. The Board of Directors shall be composed of three persons, all of whom shall be owners or spouses of owners or mortgagees of units, or, in the case of partnership owners or mortgagees, shall be members or employees of such partnership, or in the case of corporate owners or mortgagees, shall be officers, stockholders, or employees of such corporation, or in the case of fiduciary owners or mortgagees, shall be the fiduciaries, or officers or employees of such fiduciaries.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and of the Property, except such powers and duties as by law or by the Declaration or by these By-Laws may not be delegated to the Board of Directors by the unit owners. The Board of Directors shall have the full powers and authority necessary for or desirable for the complete enforcement and administration of the Property and the provisions of the Wisconsin Condominium Ownership Act, the Declaration, these By-Laws, and rules and regulations hereunder.

Section 3. Managing Agent and Manager. The Board of Directors may employ for the property a managing agent and a manager at a compensation established by the Board of Directors to perform such duties and service as the Board of Directors shall authorize.

Section 4. Election and Term of Office. At the first annual meeting of the unit owners, the term of office of one member of the Board of Directors shall be fixed at three years, the term of office of one member of the Board of Directors shall be fixed at two years, and the term of office of one member of the Board of Directors shall be fixed at one year. At the expiration of the initial term of office of each respective member of the Board of Directors, his successor shall be elected to serve a term of three years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the unit owners.

Section 5. Removal of Members of the Board of Directors. At any regular or special meeting of unit-owners, any one or more of the members of the Board of Directors may be removed with or without cause by two-thirds of the authorized votes of all unit owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason St-her than the removal of a member thereof by a vote of the unit owners, shall be filled by vote of a majority of the remaining members as a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member so removed and until a successor shall be elected at the appropriate annual meeting of the unit owners.

Section 7. Organization Meeting. The first meeting of the members of the Board of Directors following the annual meeting of the unit owners shall be held immediately after the annual meeting, and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present thereat.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of

the Board of Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each member of the Board of Directors, by mail or telegraph, at least three business days prior to the day named for such meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on forty-eight (48) hours written notice to each member of the Board of Directors given personally or by mail or telegraph, which notice shall state the time, place, and purpose of the meeting. Special meetings of the board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two members of the Board of Directors.

Section 10. Waiver of Notice. Any member of the Board of Directors may, at any time, wave notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of he members thereon shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 12. Fidelity Bonds. The Board of Directors may obtain adequate fidelity bonds for all officers and employees of the Property handling or responsible for funds. The premiums on such bonds shall constitute a common expense. If such bonds are unobtainable for any reason whatsoever or if their cost is deemed prohibitive by the Board of Directors, such bonds need not be obtained.

Section 13. Compensation. No member of the Board of Directors shall receive any compensation from the Association for acting as such.

Section 14. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the unit owners for any mistake of judgement, failure to adhere to the provisions of the Declaration of these By-Laws, negligence, or otherwise, except for their own individual fraudulent misconduct or bad faith. The unit owners shall indemnify and hold harmless each member of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract

shall have been made in bad faith. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of the unit owners arising out of any contract made by the Board of Directors or out of the indemnity in favor of the members of the Board of Directors shall be shared equally by all of the unit owners, and the liability of any single unit owner shall be limited to such equal proportionate share of the total liability. Every agreement made by the Board of directors or by the managing agent or by the manager on behalf of the Association shall provide that the members of the Board of Directors, or the managing agent or the manager, as the case may be, are acting only as agents for the unit owners and shall have no personal liability thereunder (except as unit owners), and that the liability of the unit owners under said agreements shall be shared equally by all of the unit owners, and the liability of any single unit owner shall be limited to such equal proportionate share of the total liability. At the option of the Board of Directors, directors' liability insurance may be obtained and shall be paid for as a common expense.

Section 15. Informal Action. Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at such a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the directors entitled to vote with respect to the subject matter such consent shall have the same force and effect as a unanimous vote.

ARTICLE III
Unit Owners

Section 1. Annual Meeting. The first meeting of the Voting Members shall be held upon fifteen (15) days written notice given by the DECLARANT prior to the conveyance of twenty-five percent (25%) of the common element interest to unit owners at which meeting the unit owners other than DECLARANT shall elect at least twenty-five percent (25%) of the directors of the Board. Prior to conveyance of fifty percent (50%) of the common element interest to unit owners a meeting shall be held at which the unit owners other than DECLARANT shall elect at least thirty-three and one-third percent (33-1/3%) of the Directors of the Board. Not later than thirty (30) days after the expiration of DECLARANT control, a meeting shall be held by the association at which the directors and officers shall be elected and take office after the election. Thereafter, there shall be an Annual Meeting of the Voting Members on each succeeding year, at 10:00 o'clock A.M., on the Third Saturday in May of each year, on the Property, or at such other reasonable place or time (not more than thirty days before or after such date), as may be designated by written notice of the Board delivered to the Voting Members not less than fifteen (15) days prior to the date fixed for said meeting. DECLARANT control shall cease at the earlier of the following events: 10 years from the date of filing the Declaration or 30 days after the conveyance of 75% of the Common Elements to unit purchasers (sale of units owning a total of 75% of the condominium as provided in Exhibit "B" of the Declaration and Amendments thereto, and the additional units provided for in the Declaration under the provisions granting the right of expansion to Declarant).

Section 2. Place of Meetings. Meeting of the unit owners shall be held at the principal office of the Association or at such other suitable place convenient to the unit owners as may be designated by the Board of Directors.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the unit owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by unit owners having 33 - 1/3% of the authorized votes of all unit owners. The notice of any special meeting shall state the time, place, and purpose of the meeting. No business shall be transacted at a special meeting, except as stated in the notice.

Section 4. Notice of Meetings. The Secretary shall mail to each unit owner of record or cause to be delivered to each unit owner a notice of each annual or special meeting of the unit owners, at least seven days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held at the address of his unit or at such other address as such unit owner shall have designated by notice in writing to the Secretary. The mailing or delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 5. Adjournment of Meetings. If any meeting of unit owners cannot be held because a quorum has not attended, a majority of the authorized votes of the unit owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 6. Title to Units. Title to units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants, in the name of a corporation or partnership, or in the name of a fiduciary.

Section 7. Voting. The owner or owners of each unit, or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the votes appurtenant to such unit at all meetings of unit owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the owner or owners so designating. Each unit owner (including the Board of Directors, if the Board of Directors or its designee shall then hold title to one or more units) shall be entitled to cast at all meetings of the unit owners the vote appurtenant to each unit owned. Where ownership is in the name of two or more persons, the votes appurtenant to their unit shall be cast collectively.

Section 8. Majority of Unit Owners. As used in these By-Laws, the term "majority of unit owners" shall mean those unit owners having more than 50% of the authorized votes of all unit owners present in person or by proxy and voting at any meeting of the unit owners determined in accordance with the provisions of Article III, Section 7, of these By-Laws.

Section 9. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of unit owners having a majority of the total authorized votes of all un

owners shall constitute a quorum at all meetings of the unit owners.

Section 10. Majority Vote. The vote of a majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where a higher percentage vote is required by law, by the Declaration, or by these By-Laws.

Section 11. Action by Unanimous Consent. Any action required to be taken or which may be taken at a meeting of unit owners may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all unit owners entitles to vote thereon. The signature required in each instance shall be that person who is then entitled to cast the vote for a unit. All such consent action shall have the same force and effect an a unanimous vote.

Section 12. Membership.

(a) All unit owners shall be members of the Association. The foregoing is not intended to include persons who hold an interest in a unit merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any unit.

(b) Initial membership in the Association shall be established by the recording of the Declaration in the office of the Register of Deeds for Walworth County, Wisconsin. Transfer of membership in the Association shall be established by the recording in the office of the Register of Deeds for Walworth County a deed or other instrument establishing a change of record title to a unit and the delivery to the Association of a certified copy of such instrument. The new owner designated by such instrument shall thereby become a member of the Association, and the membership of the prior owner shall thereby be terminated.

ARTICLE IV

Officers

Section 1. Designation. The principal officers of the Association shall be the President, the Vice-President, and the Secretary-Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer, and Assistant Secretary, and such other officers as in its judgment may be necessary. The President and the Vice-President must be members of the Board of Directors.

Section 2. Election of Officers. Officers shall be elected annually by the Board of s at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without caused,

and his successor may be elected at any regular meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the unit owners and of the Board of Directors. The President shall have all of the general powers and duties which are incident to the office of President of a stock corporation organized under the Wisconsin Business Corporation Law, including by not limited to the power to appoint from among the unit owners any committee which the President decides is appropriate to assist in the conduct of the affairs of the Property.

Section 5. Vice-President. The Vice-President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon the office by the Board of Directors or by the President.

Section 6. Secretary-Treasurer. The Secretary-Treasurer shall keep the minutes of all meetings of the unit owners and of the Board of Directors. He shall have charge of such books and papers as the Board of Directors may direct, and he shall, in general, perform all the duties incident to the office of Secretary of a stock corporation organized under the Wisconsin Business Corporation Law.

Also the Secretary-Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial statements. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all the duties incident to the office of Treasurer of a stock corporation organized under the Wisconsin Business corporation Law.

Section 7. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by any two officers of the Association or by such other person or persons as may be designated by the Board of Directors.

Section 8. Compensation of Officers. No officer shall receive any compensation from the Association for acting as such.

ARTICLE V

Operation of the Property

Section 1. Determination of Common Expenses and Common Charges. Each year on

or before December 1, the Board shall estimate the total amount necessary to pay the cost, as applicable, 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. The Common Expenses and Common Charges shall be assessed as follows: Those expenses for the common elements, exclusive of fire and extended coverage insurance, shall be divided equally among all units for which occupancy permits have been received from the Town of Sugar Creek. The Board shall apportion the costs of fire and extended coverage insurance for those buildings, if any, containing Units among the Units that have requested coverage to be obtained by the association for the unit owners of units on individual grounds on the ratio of the percentage of ownership in the Common Elements of the unit to the total percentage of ownership of all units for which insurance has been obtained by the association. On or before January 1 of the ensuing year, and the first of each and every month of each year, each Owner shall be obligated to pay to the Board, or as it may direct, one-twelfth (1/12th) of the assessment made pursuant to this Section. The Board may, at its option, elect to have the assessments paid in four equal installments, one each on the first day of each quarter during the assessment year. on or before the date of the Annual Meeting of each calendar year, the Board shall supply to all owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid, together with an 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 owner's percentage of ownership in the Common Elements 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 percentage of ownership in the Common Elements to the installments due in the succeeding six (6) months after rendering of the accounting.

Each year on or before December first, the Board shall estimate the added costs applicable to the maintenance and care of the Individual Grounds which will be required during the ensuing calendar year, and shall on or before December 15, notify each Unit Owner owning a Unit with Individual Grounds allocated thereto in writing as to the amount of each estimate, with reasonable itemization thereof. Said "estimated cash requirements" shall be assessed to the Unit Owners of the Units with Individual Grounds allocated thereto according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B" or any Addendum thereto which is attached hereto or made a part hereof by reference, adjusted to provide for a division thereof on the ratio that Unit Owner's interest bears to the total of all the Unit Owners who elect this service. Payments of this additional assessment shall be made as hereinbefore provided.

Section 2. Insurance. The Board of Directors shall be required to obtain and maintain, to the extent obtainable, fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring all buildings owned by the association together with air conditioning

equipment, if any, and other service machinery contained therein, and all common areas and facilities; such insurance shall cover the Property and shall name as insureds the Association, the Board of Directors, and all unit owners and their mortgagees, as their interests may appear, in an amount equal to the full replacement value of the buildings, without deduction for depreciation. Each policy shall provide that proceeds shall be payable to the Board of Directors or the insurance trustee as provided herein as trustee for all unit owners and their mortgagees as their interests may appear.

All such policies shall provide that adjustment of loss shall be made by the Board of Directors, and that the net proceeds thereof, if $10,000.00 or less, shall be payable to the Board of Directors, and if more than $10,000.00, shall be payable to the insurance trustee.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of insured, and shall provide that such policies may not be canceled or substantially modified without at least ten days' prior written notice to all of the insureds, including all mortgagees of units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of units at least ten days prior to expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the buildings including all of the units and all of the common and limited common areas and facilities without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this Section. The Board of Directors shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Directors may from time to time determine, covering each member of the Board of Directors, the managing agent, the manager, and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Directors shall review such limits once each year. The Board of Directors may obtain and maintain workmen's compensation insurance to the extent necessary to comply with any applicable laws.

Unit owners or their mortgagees shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation, that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any unit owner, and that all reasonable efforts shall be made to place such additional insurance with the carrier issuing insurance obtained by the Board of Directors.

Each unit owner shall be responsible for unit owner's own insurance on the contents of their own unit, and their additions and improvements thereto, and decorating and furnishings and personal property therein, and their personal property stored elsewhere on the Property, and their personal liability, all to the extent not covered by fire and liability insurance for all of the unit owners obtained by the Board of Directors. Each unit owner shall be responsible for unit owner's

insurance on their unit unless coverage has been requested of the association and has been reimbursed to the association.

The Board of Directors shall not be responsible for obtaining insurance on any additions, alterations, or improvements made by any unit owner to their unit unless and until such unit owner shall request the Board of Directors in writing so to do, and shall make arrangements satisfactory to the Board of Directors to reimburse the Board of Directors for any additional premiums attributable thereto; and upon the failure of such unit owner so to do, the Board of Directors shall not be obligated to apply any insurance proceeds to restore the affected units to the making of such additions, alterations, or improvements.

Each unit owner hereby waives and releases any and all claims which he/she may have against any other unit owner, the Board of Directors, officers of the Association, the Declarant, the manager and managing agent of the Property, if any, and their respective employees and agents, for damage to the common areas and facilities, the units, or to any personal property located in the units or common areas and facilities, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

Section 3. Repair and Reconstruction After Damage.

(a) In the event of any damage to or destruction of the Property as a result of fire or other casualty or otherwise in the amount of $10,000.00 or less, the Board of Directors is authorized to and shall arrange for the prompt repair and reconstruction, and the Board of Directors or the insurance trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and reconstruction in appropriate progress payments. Any cost of such repair and reconstruction of association structures in excess of the insurance proceeds shall constitute a common expense, and the Board of Directors may assess all the unit owners for such deficit as part of the common charges.

By acceptance of the deed to his unit, each unit owner shall be deemed to have consented to the foregoing authorization and direction for repair and reconstruction. Such authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to Article III, Section 11, of these By-Laws and shall constitute the determination by the Association to repair, reconstruct, or rebuild as required by the Wisconsin condominium ownership Act. if notwithstanding the foregoing provisions, such a determination is submitted to the vote of the Association, then the affirmative vote of one unit owner shall be sufficient to determine to repair and reconstruct.

In the event of an insured loss occurring to a unit on Individual Grounds, which unit has been insured by the association at the request of the unit owner, the proceeds from the insurance shall be paid to the unit owner, subject to the unit owner agreeing to repair or reconstruct the unit or to make any necessary cleaning up of the damage to the premises. In the event the unit owner does not agree to clean up the premises, the association may retain a portion of the insurance

proceeds sufficient to clean same.

(b) In the event the Property of the association is destroyed or damaged in an amount in excess of $10,000.00, the Association shall proceed with repair or reconstruction unless the Association, by vote of more than two-thirds of the authorized votes of all unit owners shall determine to not replace the condominium association property and proceed with the sale or elimination of same. The Board of Directors shall arrange for such repair or reconstruction in accordance with the preceding paragraph of this section.

If the Association votes as hereinbefore provided, to sell or eliminate the condominium association structure or structures, the insurance proceeds shall be deposited in the funds of the association and shall be expended as directed by a majority of the unit owners.

Section 4. Reserve for Contingencies and Replacements. The Board of Directors 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 unit owner's assessment, the Board of Directors may, at any time, levy a further assessment, which shall be assessed to the unit owners equally. The Board of Directors shall serve notice of such further assessment on all unit owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten days after the delivery or mailing of such notice of further assessment. All unit owners shall be obligated to pay the adjusted monthly 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 of Directors, an amount equal to three times the first full monthly assessment for such unit owner, which amount shall be used and applied as an operating reserve for common expenses in the manner herein provided.

Section 5. Failure to Prepare Annual Budget. The failure or delay of the Board of Directors to prepare or serve the annual or adjusted estimate on the unit owner shall not constitute a waiver or release in any manner of such unit 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 unit owner shall continue to pay the monthly maintenance payment which is due more than ten days after such new annual or adjusted estimate shall have been mailed or delivered.

Section 6. Books and Records. The Board of Directors shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the common areas and facilities, specifying and itemizing the maintenance and repair expenses of the common areas and facilities and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any unit owner or any representative of a unit owner duly authorized in writing, at such reasonable time or times during normal business hours

of weekdays as may be requested by the unit owner. Upon ten days' notice to the Board of Directors and payment of a reasonable fee as fixed by the Board of Directors not to exceed $25.00, any unit owner shall be furnished a statement of the unit owner's account, setting forth the amount of any unpaid assessments or other charges due and owing from such unit owner.

Section 7. Status of Collected Funds. All funds collected hereunder shall be held and expended for the purposes designated herein and (except for such special assessments as may be levied hereunder against less than all the unit owners and for such adjustments as may by required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use, and account of all the unit owners according to their respective common interests.

Section 8. Remedies for Failure to Pay Assessments. If any unit owner shall default in the payment of any charge or assessment imposed by the Board of Directors as herein provided, the Board of Directors shall have the authority for and on behalf of itself and the Association, and as the representative of all the unit owners, to exercise and enforce any and all rights and remedies as may be provided in the Wisconsin Condominium Ownership Act, these By-Laws, the Declaration, or otherwise available at law or in equity, for the collection of all such unpaid charges or assessments. In addition, if a unit owner is in default in the monthly payment of the aforesaid charges or assessments for 30 days, the Board of Directors may bring suit for and on behalf of itself and as representative of all the unit owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, together with interest at the rate of twelve percent (12%) per annum and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest costs and fees as above provided, shall be and become a lien or charge against the unit of the unit owner involved when payable, and may be foreclosed by an action brought in the name of the Board of Directors as in the case of foreclosure of liens against real estate. Unless otherwise provided in the Declaration, the members of the Board of Directors and their successors in office, acting on behalf of the other unit owners, shall have the power to bid in the interests so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. Said lien shall take effect and be in force when an as provided in the Wisconsin condominium Ownership Act; provided, however, that encumbrances (other than those constituting a first mortgage owned or held by or on behalf of any bank, insurance company, or savings and loan association shall be subject as to priority after written notice to said encumbrancer of unpaid common expenses only to the lien of all common expenses on the encumbered unit which become due and payable subsequent to the date said encumbrancer either takes possession of the unit, accepts a conveyance of any interest therein, or after a receiver has been appointed in a suit to foreclose such lien. Any encumbrancer from time to time may request in writing a written statement from the Board of Directors setting forth the unpaid common expenses with respect to the unit covered by its encumbrance, and, unless the request shall be complied with within 20 days, all unpaid common expenses which become due prior to the date of the making of the request shall be subordinate to the lien of such encumbrance. Any encumbraneer holding a lien on a unit may pay any unpaid common expenses payable with respect

to such unit and upon such payment, such encumbrancer shall have a lien on such unit for the amounts paid at the same rank as the lien of his encumbrance. Each unit owner shall be obligated to pay common charges hereunder notwithstanding the fact that the unit owner may have a pending dispute with the Association on any matter.

Section 9. 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.

Section 10. Waiver of Use. No unit owner may be exempted from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by abandonment of the unit owner's unit.

Section 11. Abatement and Enjoining of Violations. The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws:

(a) To enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expenses of the defaulting unit owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner or trespass; or

(b) To prohibit the use of all of the amenities of the condominium and the common elements thereof except for the rights 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 enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

Section 12. Maintenance and Repair.

(a) All maintenance and repair shall be performed in accord with the provisions of the Declaration of Condominium for Lauderdale Lakes Estates, a condominium. If, due to the negligent act or omission of a unit owner, or of a member of his family, or of a guest or other authorized occupant or visitor of such unit owner, or the act of a household pet, damage shall be caused to the common areas and facilities or to a unit or units owned by others, or maintenance, repairs, or replacements shall be required which would otherwise be a common expense, then such unit owner shall pay for such damage and such maintenance, repairs, and replacements as may be determined by the Board of Directors, subject to these By-Laws and the rules and regulations adopted by the Board of Directors.

Section 13. Use of Property. The units and common areas and facilities shall be

occupied and used as follows:

(a) No part of the Property, shall be used for other than housing and related common purposes for which the Property was designed, including accessory buildings for the purpose of providing recreational facilities and for the sale of convenience food and related items primarily for, and to the condominium residents together with the right of the DECLARANT to maintain and operate a sales office, workshop-storage building, storage area, and model Units on the property during development. Each Unit shall be used as a residence at any one time for a single family or such other uses permitted by this Declaration and for no other purpose.

(b) There shall be no obstruction of the common areas and facilities, nor shall anything be stored in the common areas and facilities without the prior consent of the Board of Directors, except as hereinafter expressly provided. Each unit owner shall be obligated to maintain and keep in good order and repair his own unit.

(c) Nothing shall be done or kept in any unit or in the common areas and facilities which will increase the rate of insurance on the Property, or contents thereof, without the prior written consent of the Board of Directors. No unit owner shall permit anything to be done or kept in his unit or in the common areas and facilities 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 areas and facilities.

(d) 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 unit, 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 of Directors.

(e) No animals, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any unit or in the common areas and facilities, except that dogs, cats, or other domesticated house hold pets may be kept in units, subject to rules and regulations adopted by the Board of Directors, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property subject to these restrictions upon three days' written notice from the Board of Directors.

(f) No unlawful, immoral, noxious, or offensive activity shall be carried on in any unit or in the common areas and facilities nor shall anything be done therein or thereon either willfully or negligently which may be or become, in the judgment of the Board of Directors, an annoyance or nuisance to the other unit owners or occupants of units.

(g) Nothing shall be done in any unit or in, on, or to the common areas and facilities 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 any buildings, or operate any machines, appliances, accessories, or equipment in such manner as to cause, in the judgment of the Board of Directors, and unreasonable disturbance to others.

(h) No clothes, sheets, blankets, laundry, of any kind, or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements and same shall be kept free and clear of rubbish, debris, and other unsightly materials. Trash, garbage, and other wastes shall be kept only in enclosed sanitary containers, and shall be disposed of in a clean, sightly, healthy, and sanitary manner, and as may be prescribed from time to time by the rules and regulations of the Board.

In the event any unit owner, occupant, guest, invitee, family member, or licensee shall permit or allow any of the items set forth in the preceding paragraph to occur upon the Limited Common Elements or Common Elements and, further, shall within twelve (12) hours of receiving written notice fail to take all the necessary steps to correct the condition set forth in said notice, the Board shall have the right to enter on said Limited Common Elements or Common Elements to correct said condition. The costs of the removal or correction of said item shall be assessed against the unit owner and shall become collectible as herein provided for any assessment.

(i) No industry, business, trade, occupation, or profession of any kind, whether commercial, religious, educational, or otherwise, shall be conducted, maintained or permitted on any part of the Property, nor except with the consent of the Board, shall any signs be maintained or permitted by any owner or any part of the Property or in any unit therein, EXCEPT that a Unit Owner may conduct a Home Enterprise as hereinafter provided. The Board may allow signs identifying the address of the individual unit. The Board may provide for a sign or signs identifying the condominium and directional signs to be located on the Common Elements and such other signs and flags for special events as the Board deems advisable. DECLARANT or the Board may display such signs as are required by law or set forth in the rules and regulations of this Condominium. There shall be no "For Sale" or "For Rent" signs located on the Limited Common Elements, within the units, or on the Common Elements of the Condominium.

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

(k) Declarant reserves the right, at Declarant's option, for a period of not more than 120 months from the recording or filing of this Declaration, to occupy or grant permission to any person or entity to occupy, with or without rental, as determined by the DECLARANT one or more Units for business, construction management, general management, or promotional purposes, including clerical activities, sales offices, model Units for display and the like; provided that the activities in the Units so occupied do not interfere with the quiet enjoyment of any other Owner or occupant.

(l) The unit restrictions in paragraphs (a) and (i) of this Section 13 shall not, however, be construed in such a manner as to prohibit an owner from (a) maintaining his personal business

or professional records or accounts therein; or (b) maintaining his personal professional library therein; or (c) handling his personal business or professional telephone calls or correspondence therefrom; or (d) the conducting of a Home Enterprise where the operation of same does not generate public traffic, create unsightliness, generate noxious odors or noise, and does not utilize any signs, advertising, or public notices. No home enterprise shall be conducted in public view. Such uses are expressly declared customarily incident to the principal residential use and not in violation of paragraphs (a) and (j) of this Section 13.

(m) Occupancy of any unit in the condominium shall be limited to a maximum of two persons per bedroom per Unit plus an additional two persons per unit. Occupancy is defined to mean residing in the Unit for overnight or sleeping purposes and shall not be deemed to restrict or limit social entertaining.

(n) No exterior lighting may be installed other than as provided by DECLARANT, without the express written consent of the Board of Directors of the Association and the compliance with the restrictions of record. Prior to the establishment of the Board of Directors of the Association, any approval required from said Board shall be obtained from the DECLARANT.

(o) No draperies, curtains or screening shall be used or displayed to exterior view having other than a neutral color.

(p) No vehicles shall be used, stored or serviced on the real estate subject to this Declaration, except non-business pickup trucks, vans and standard automobiles including sedans, coupes, station wagons, convertibles, sport cars, economy cars and antique automobiles, without the prior written consent of the Board of Directors of the Unit Owners' Association and the compliance with the By-Laws. This By-Law shall not be construed to prohibit deliveries of products, moving of personal effects or service vehicles from having access to all units during reasonable hours or in case of emergency. The By-Law shall apply to all vehicles including trucks, (except non-business pickup trucks), recreation vehicles, motor homes, boats and trailers and the like unless specifically exempted as herein provided.

In the event any unit owner, occupant, guest, invitee, family member, or licensee shall dismantle or otherwise make inoperative any motorized vehicle on the Common Elements, except for temporary and emergency repairs, and refuse to remove same within twelve (12) hours after receipt of written notice to immediately repair or remove said motorized vehicle, the Board shall have the right to enter on the Common Elements and remove therefrom said inoperative motorized vehicle. The costs of removal and storage of said vehicle shall be assessed against the unit owner and shall become collectable as herein provided for any assessment.

Parking shall be restricted to that portion of the common areas and facilities identified in the declaration as parking areas. Those parking areas assigned to specific units shall be restricted to the exclusive use of the unit owners. No motor homes or mobile homes may be parked, stored

or used on the premises without the prior written approval of the Board. Any approved use shall be for a maximum of seventy-two hours and must comply with local ordinances and state law.

(q) Parking on the roadways shall be limited to guests, licensees, and invitees only, and shall be on a temporary basis on their parking area; as designated, or in the duly designed parking areas located elsewhere in the Condominium.

(r) No trees or shrubs may be planted or removed on the Common Elements without the prior approval of the Declarant or the Board as provided in the Declaration.

(s) The use of the recreational areas shall be regulated by the Board.

(t) Fencing and patio screening shall only be done with the prior approval of the Board. The installation, repair and maintenance of same shall be the expense of the Unit Owner. Failure to repair and maintain same in a safe and sightly manner shall be grounds for the Board, at its option, to remove or repair same and access the cost of same to the Unit Owner.

(u) Special Provisions. No provisions of these By-Laws shall be deemed to nullify, void or invalidate the specific provisions as set forth in Article I of the Declaration, said provisions being deemed to take precedence over any provision of these By-Laws. The Board of Directors shall have the exclusive control and jurisdiction over all underground facilities within the Common Areas of the Condominium.

The Board of Directors for the Association and/or the Association by its members may from time to time adopt certain rules and regulations which shall be made a part of these By-Laws. These rules and regulations shall be set forth as "Addendum to By-Laws" and shall be affixed to the official By-Laws of the Association and incorporated therein by reference.

Section 14. Additions, Alterations, or Improvements by Board of Directors. Whenever in the judgment of the Board of Directors, the common and limited common areas and facilities shall require additions, alterations, or improvements costing in excess of $5000.00, and the making of such additions, alterations or improvements shall have been approved by two-thirds (2/3) of the authorized votes of all unit owners, the Board of Directors shall proceed with such additions, alterations, or improvements and shall assess all unit owners for the cost thereof as a common charge. Any additions, alterations, or improvements costing $5,000.00 or less may be made by the Board of Directors without approval of the unit owners and the cost thereof shall constitute a common expense.

Section 15. Additions, Alterations, or Improvements by Unit Owners. No unit owner shall make any structural addition, alteration, or improvement in or on his unit, nor affix anything to the exterior of his unit nor erect or construct anything in the limited common area assigned to his unit without the prior written consent thereto of the Board of Directors. Any application to any governmental authority for a permit to make an addition, alteration, or improvement in or on any

unit shall be executed by the Board of Directors. The Board of Directors shall not be liable to any contractor, subcontractor, or materialman or to any person sustaining personal injury or property damage, for any claim arising in connection with such addition, alteration, or improvement. The provisions of this Section 15 shall not apply to units owned by the Declarant until such units shall have been initially sold by the Declarant.

Section 16. Rules of Conduct. Rules and regulations concerning the use of the units and the common and limited common areas and facilities may be promulgated and amended by the Board of Directors. Copies of such rules and regulations shall be furnished by the Board of Directors to each unit owner prior to their effective date.

Section 17. Utilities. The Board of Directors shall pay, as a common expense, all charges for water, waste removal, electricity, gas, telephone, and other necessary utility service for the common areas and facilities. Each unit owner shall pay the bills for the above items consumed or used in or in connection with the unit owner's unit.

ARTICLE VI

Mortgages

Section 1. Mortgage of Units. Each unit may be separately mortgaged.

Section 2. Notice to Board of Directors. A unit owner who mortgages the unit owner's unit shall notify the Board of Directors of the name and address of the mortgagee.

Section 3. Notice of Unpaid Common Charges. The Board of Directors, whenever so requested in writing by a mortgagee of a unit, shall promptly report any then unpaid common charges or other default by the owner of the mortgaged unit.

Section 4. Notice of Default. The Board of Directors, when giving notice to a unit-owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has theretofore been furnished to the Board of Directors.

Section 5. Examination of Books. Each unit owner and each mortgagee of a unit shall be permitted to examine the books of account of the Property at reasonable times, on business days, but not more often than once a month.

ARTICLE VII

Unpaid Assessments on Sale

Section 1. 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 amounts paid by the transferee therefor. However, any such transferee shall be entitled to a statement from the Board or President of the Association, or managing agent of the Association, as the case may be, setting forth the amount of the unpaid assessments against the transferor due 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.

ARTICLE VIII

Condemnation

Section 1. In the event of condemnation under the Laws of Wisconsin of a portion of the premises including therein a residential building, or buildings, or unit, or units whereby construction of a like building or buildings or unit or units cannot be reasonably effected on the remaining premises, the proceeds of said condemnation and rights of action arising thereunder shall be disbursed as follows:

(a) 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. Any condemnation award together with any right of action arising thereunder, attributable to a Unit, shall be the exclusive property of the Unit Owner insofar as said award or right of action pertains to the Unit constructed thereon.

(b) 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.

(c) 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 and compliance with the restrictions of record. Any proposed construction shall be subject to the Laws of the State of Wisconsin and ordinances of the governing bodies.

(d) 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.

ARTICLE IX

Records

Section 1. Records and Audits. The Board of Directors or the managing agent shall keep detailed records of the actions of the Board of Directors and the managing agent, minutes of the meetings of the Board of Directors, minutes of the meetings of the unit owners, and financial records and books of account of the Property, including a chronological listing of receipts and expenditures, as well as a separate account of each unit which, among other things, shall contain the amount of each assessment of common charges against each unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Property shall be rendered by the Board of Directors to all unit owners at least quarter-annually. In addition, an annual report of the receipts and expenditures of the Property, prepared by an independent certified public accountant, shall be rendered by the Board of Directors to all unit owners and to all mortgagees of units who have requested the same, promptly after the end of each fiscal year.

ARTICLE X

Miscellaneous

Section 1. Notices. All notices to the Board of Directors shall be sent by registered or certified mail, c/o the managing agent, or if there is no managing agent, to the office of the Association or to such other address as the Board of Directors may hereafter designate from time to time. All notices of violations of the By-Laws or the Declaration and notices of liens of the Association shall be sent to the unit owner by registered or certified mail to his unit or to such other address as may have been designated by him from time to time, in writing, to the Board of Directors. In the event said notice shall also be required to be sent to mortgagees of units, such notice shall be sent by registered or certified mail to their respective addresses, as designated by them from time to time, in writing, to the Board of Directors. All notices, other than the foregoing, may be sent by first class regular mail in the aforesaid manner to unit owners and mortgagees. All notices shall be deemed to have been given when mailed, except notices of changes of address which shall be deemed to have been given when received.

Section 2. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these By-Laws.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision thereof.

Section 4. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural,

whenever the context so requires.

Section 5. Waiver. No restriction, condition, obligation, or provision contained in these By-Laws 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 thereof which may occur.

Section 6. Insurance Trustee. The insurance trustee shall be a bank authorized to do business in the State of Wisconsin, designated by the Board of Directors and having a capital surplus and undivided profits of $1,000,000.00 or more. The Board of Directors shall pay the fees and disbursements which shall constitute a common expense.

Section 7. Conflicts. These By-Laws are set forth to comply with the requirements of Section 703.10 of the Wisconsin Condominium Ownership Act. In case any of these By-Laws conflict with the provisions of such Act, the provisions of such Act shall control. In case any of these By-Laws conflict with the provisions of the Declaration, these By-Laws shall control and, to the extent of any such conflict, these By-Laws shall be deemed to be an amendment to the Declaration.

Section 8. Relinquishment of Control. The Association shall have all of the powers of an association of unit owners under the Wisconsin Condominium Ownership Act, subject to the reservation of the Declarant of all powers, rights, duties, and functions reserved to it in Section 14.01 of the Declaration.

Section 9. Recreation Facilities. The term "common areas and facilities" as used in these By-Laws shall be deemed to include any property owned by the Association or the Board of Directors on behalf of the unit owners, notwithstanding the fact that the unit owners may not own said property in common as unit owners under the Wisconsin Condominium Ownership Act.

ARTICLE XI

Amendments to By-Laws

Section 1. Amendments to By-Laws. These By-Laws may be modified or amended by the vote of sixty-seven percent (67%) of the authorized votes of all unit owners, such vote to be taken at a meeting of unit owners duly held for such purposes.

AMENDMENT TO THE BYLAWS OF THE LAUDERDALE LAKES ESTATES CONDOMINIUM OWNERS ASSOCIATION, INC.

Article V is hereby amended as follows to include the following provisions:

Section 18. The Board, in its discretion, may borrow money to finance the acquisition of any Unit Ownership or interest therein that is the subject of sale for non-payment of assessments and may further borrow such sums, not to exceed Five Thousand and no/100 Dollars ($5000.00), for the purpose of maintaining sufficient funds for the operation of the association and/or the acquisition of such equipment as may be necessary for the maintenance and care of the common elements. The association may borrow such greater sums as may be necessary for the operation of the association and/or the acquisition of equipment or the construction of facilities on the common elements if same is approved by a majority vote of the membership in attendance, in person or by proxy, at any meeting of the association, general or special, that includes notification of the members of the proposed borrowing in the notice of the meeting. The Board may, on behalf of the association, execute any and all necessary documents to secure said financing.

Section 19. Title to any real estate or personal property owned by the association, shall be titled in the name of the association. Any conveyance, transfer, lease or pledge of said property shall be executed by the President or Vice-President and counter-signed by the Secretary or Assistant Secretary, if any, of the association as the the official act of the association. Any of the foregoing actions shall be done only if prior approval has been obtained from the Board of the Association at a meeting called for that purpose.

IN WITNESS WHEREOF the undersigned have signed these presents this 12TH day of DECEMBER, 1995.

DECLARANT
Mann Development Company, LLC

Richard Mann, Member

David Mann, Member

Robert Mann, Member

STATE OF WISCONSIN)
)ss
COUNTY OF WALWORTH)

Personally came before me this 12TH day of DECEMBER, 1995, the above named

Richard Mann, David Mann and Robert Mann to me known to be such Members, who executed the foregoing instrument and acknowledge the same.

Notary Public, State of WI.
My Commission: IS PERMANENT

This instrument was drafted by Lowell E. Sweet, Attorney, Bar Member # 1007406, 114 N. Church St., P.O. Box 318, Elkhorn, WI. 53121.

SECOND AMENDMENT TO THE BYLAWS OF THE LAUDERDALE LAKES ESTATES CONDOMINIUM OWNERS ASSOCIATION, INC.

Article V, Section 13(h) is hereby amended as follows:

(h) No clothes, sheets, blankets, laundry, of any kind, or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements and Limited Common Elements shall be kept free and clear of rubbish, debris, and other unsightly materials. Trash, garbage, and other wastes shall be kept only in enclosed sanitary containers, and shall be disposed of in a clean, sightly, healthy, and sanitary manner, and as may be prescribed from time to time by the rules and regulations of the Board. Unit Owners may install, maintain and use clotheslines upon their Limited Common Elements with the prior written consent of the Board of Directors as to location and use.

In the event any unit owner, occupant, guest, invitee, family member, or licensee shall permit or allow any of the items set forth in the preceding paragraph to occur upon the Limited Common Elements or Common Elements and, further, shall within twelve (12) hours of receiving written notice fail to take all the necessary steps to correct the condition set forth in said notice, the Board shall have the right to enter on said Limited Common Elements or Common Elements to correct said condition.

The costs of the removal or correction of said item shall be assessed against the unit owner and shall become collectible as herein provided for any assessment.

IN WITNESS WHEREOF the undersigned have signed these presents this 28 day of December, 1995.

DECLARANT
Mann Development Company, LLC

Richard Mann, Member

David Mann, Member

Robert Mann, Member

STATE OF WISCONSIN)
)ss
COUNTY OF WALWORTH)

Personally came before me this 28 day of December, 1995, the above named Richard Mann, David Mann and Robert Mann to me known to be such Members, who executed the foregoing instrument and acknowledge the same.

Notary Public, State of WI.
My Commission: 6-9-96

This instrument was drafted by Lowell E. Sweet, Attorney, Bar Member # 1007406, 114 N. Church

TAB 4

ARTICLES OF INCORPORATION

FORM 5

UNITED STATES OF AMERICA

The State of Wisconsin

DATE: August 30, 1995

OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION
of
LAUDERDALE LAKES ESTATES, INC.

The STATE OF WISCONSIN hereby grants to said organization the powers and privileges conferred upon it by Chapter 181 of the Wisconsin Statutes, for the pursuit of any purpose lawful under said Chapter, except as may be further limited in its articles of incorporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at Madison, on the date above written.

SEAL OF THE SECRETARY OF STATE * STATE OF WISCONSIN *

Douglas La Follette

DOUGLAS La FOLLETTE
Secretary of State

ANNUAL REPORT Corporations filing articles of incorporation under Chapters 180, 181 or 185 of the Wisconsin Statutes are required to file an annual report with the Secretary of State.

Forms to Use Ch. 181 corporations use Form 17 and business corporations (Ch. 180) and cooperative associations (Ch. 185) use Form 16. Blank report forms are mailed to the corporation c/o its registered agent and office of record with the Secretary of State, and are distributed during the calendar quarter in which the report is due.

When to File The DUE DATE is fixed by the date the articles of incorporation were originally filed. An original filing date of May 26 falls within the second calendar quarter, and the DUE DATE for the report of that corporation, for example, will be June 30, the last day of that calendar quarter. The first report of a corporation is due in the year following that in which it files its articles of incorporation.

Where to File By mail, to WISCONSIN CORPORATION ANNUAL REPORT, at the address indicated on the report form, or at the Office of the SECRETARY OF STATE, 30 W. Mifflin, Madison.

REGISTERED OFFICE AND REGISTERED AGENT Corporations are required to maintain a registered office and agent in Wisconsin. The initial registered office and agent were established in the articles of incorportion, and a specific procedure must be followed in order to change that designation. Form 13 (for Ch. 180), Form 113 (for Ch. 181) and Form 204-13 (for Ch. 185) may be used to file a change of registered office and/or agent. Forms available upon request from SECRETARY OF STATE, P.O. Box 7846, Madison, WI, 53707.

The above requirements are statutory, and further it is important that the office and agent designations be kept current, as annual report forms, notices and other official communications are directed to the corporation or cooperative through the registered/principal office and agent of record.

REPORTING REQUIREMENT FOR CHARITABLE ORGANIZATIONS THAT SOLICIT CONTRIBUTIONS. Notice is hereby given, pursuant to s. 181.32(2), Wis. Stats., that a NONSTOCK, NONPROFIT corporation engaged as a charitable organization and soliciting contributions is subject to reporting requirements with the Wisconsin Dept. of Regulation & Licensing, pursuant to Ch. 440 of the Wisconsin Statutes. Please call or write the following for further information and filing requirements:

Form 14
Secretary of State
WISCONSIN
(11/92)

312491

43 65

United States of America

State of Wisconsin

OFFICE OF THE SECRETARY OF STATE

TO: REGISTER OF DEEDS

Attached please find a duplicate of a document filed in my office on the date endorsed therein. It is furnished in compliance with sec. 181.67(2)(b), 185.82(2)(b) or other section of the Wisconsin Statutes specifying the recording of the document in your office.

Douglas La Follette

DOUGLAS LA FOLLETTE
Secretary of State

RECORDED IN VOL. 430
FILE 658

'95 AUG 31 PM 4 19

LOIS M. PETERHAGEN
REGISTER OF DEEDS
WALWORTH COUNTY, WI
Sweet + Reddy 18.00

STATE OF WISCONSIN
FILED
AUG 30 1995
DOUGLAS LA FOLLETTE
SECRETARY OF STATE

ARTICLES OF INCORPORATION

Executed by the undersigned for the purpose of forming a Wisconsin corporation under Chapter 181 of the Wisconsin Statutes without stock and not for profit:

ARTICLE I

The name of the Corporation shall be Lauderdale Lakes Estates, Inc.

ARTICLE II

The period of existence shall be perpetual.

ARTICLE III

The corporation shall have all of the powers enumerated in the Wisconsin Nonstock Corporation Law, to the extent not inconsistent with the recorded Declaration of Covenants, Restrictions and Easements for Lauderdale Lakes Estates, Inc. and the By-Laws of the Corporation, including without limitation, the following:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association (being the same entity as the Corporation and this Corporation may hereafter alternatively be referred to by such designation) as set forth in the Declaration.

(b) To exercise exclusive management and control of the common areas described in the Declaration;

(c) To operate, repair, replace, reconstruct, protect and maintain the common areas described in the Declaration;

(d) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, sell, base, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(e) To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs and the maintenance and operation of the common areas;

(f) To determine, levy and collect assessments against the Owners (as defined in the Declaration) and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the Corporation and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and

protection of the common areas;

(g) To purchase liability and casualty insurance on the common areas and insurance for the benefit of the Corporation and its members;

(h) To adopt and amend rules and regulations governing the use and operation of the common areas and individual lots and dwellings thereon;

(i) To enforce by legal means the provisions of the Declaration, the By-Laws of the Corporation and any rules and regulations governing the use and operation of the common areas;

(j) To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the Corporation; and

(k) To do all things necessary or convenient to effectuate the purposes of the Corporation.

ARTICLE IV

The location of the principal office of the Corporation shall be Lauderdale Lakes Estates, Inc., with a mailing address of PO Box 48, Elkhorn, Wisconsin, 53121, Walworth County, Wisconsin.

ARTICLE V

The initial registered agent is Lowell E. Sweet.

ARTICLE VI

The address of the initial registered agent is 114 N. Church St., PO Box 318, Elkhorn, Wisconsin 53121.

ARTICLE VII

The number of directors of the Corporation shall be fixed in the By-Laws of the Corporation and in no event shall be less than three. The manner in which directors shall be selected, appointed and removed shall be set forth in the By-Laws of the Corporation.

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

1. Richard Mann, PO Box 48, Elkhorn, Wisconsin 53121
2. David Mann, PO Box 48, Elkhorn, Wisconsin, 53121
3. Robert Mann, PO Box 48, Elkhorn, Wisconsin, 53121

ARTICLE VIII

The name of the incorporator is Lowell E. Sweet. The address of the incorporator is 114 N. Church St., PO Box 318, Elkhorn, Wisconsin 53121.

ARTICLE IX

The Corporation does not contemplate pecuniary gain or profit to its members, directors or officers. No dividends or pecuniary profits or liquidating dividends or distributions shall be declared or paid by or from the Corporation to its members, directors or officers. However, the Corporation 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 and to the intent not prohibited in these Articles, the Declaration and its By-Laws. The Corporation shall not engage in any activity which directly or indirectly shall constitute the carrying out of propaganda or of otherwise attempting to influence legislation.

ARTICLE X

There shall be two classes of members designated as "Owners". The rights and qualifications of members are set forth in the Declaration and By-Laws of the Corporation.

ARTICLE XI

This Corporation may be dissolved with the assent given in writing and signed by not less than 75% of the members. Upon dissolution, other than incident to a merger or consolidation, the assets of the Corporation shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Corporation was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XII

Amendment of these Articles shall require the assent of 75% of the members.

EXECUTED IN DUPLICATE on the 25 day of August, 1995.

STATE OF WISCONSIN)
)ss
COUNTY OF WALWORTH)

Personally came before me this 25th day of August, 1995, the above-named Lowell E. Sweet, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission Expires: 4-19-98

This instrument was drafted by:
Lowell E. Sweet
State Bar # 1007406
Attorney at Law
SWEET & REDDY, S.C.
114 North Church Street
Post Office Box 318
Elkhorn, Wisconsin 53121
(414) 723-5480

LAUDERDALE LAKES ESTATES CONDOMINIUM OWNERS ASSOCIATION, INC.

ID: L028913
Effective Date: 08/30/1995
Record Type: Non-Stock Corporation
Status: Incorporated/Qualified/Registered
Status Date: 08/30/1995
Annual Report Locator #: Year 2003, Reel 111, Image 1111
Period Of Existence: PER

Registered Agent Office

Registered Agent: WARD PHILLIPS
Registered Office Address:
OFFICE 6 WEST
ELKHORN, WI 53121

Principal Office Address

Attention: WARD PHILLIPS
Address:
OFFICE 6 WEST
ELKHORN, WI 53121

Report History

Locator Numbers

Year	Reel	Image
2003	111	1111
2002	106	2484
2001	106	1649
2000	107	1399
1999	107	0068
1998	107	1047
1997	107	1099
1996	107	0511

Certificate of Newly-elected Officers/Directors

Old Names

Change Date	Name
Current	LAUDERDALE LAKES ESTATES CONDOMINIUM OWNERS ASSOCIATION, INC.
05/15/1996	LAUDERDALE LAKES ESTATES, INC.

Chronology

Effective Date	Transaction	Filed Date	Description
08/30/1995	Incorporated/Qualified/Registered	08/30/1995	
05/15/1996	Amendment	05/15/1996	NAME CHG
10/15/2001	Change Registered Agent/Office	10/15/2001	FM 17 2001

Chronology

Effective Date	Transaction	Filed Date	Description
08/30/1995	Incorporated/Qualified/Registered	08/30/1995	
05/15/1996	Amendment	05/15/1996	NAME CHG
10/15/2001	Change Registered Agent/Office	10/15/2001	FM 17 2001

TAB 6

ANNUAL OPERATING BUDGET

PLEASE CONTACT BOARD

PLEASE CONTACT BOARD

PLEASE CONTACT BOARD

TAB 8

EXPANSION PLANS