Document Number

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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Name and Return Address
Arthur E. Beck
BECK, CHAET & BAMBERGER, S.C.
Two Plaza East, Suite 1085
330 E. Kilbourn Avenue
Milwaukee, WI 53202

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Parcel Identification Number (PIN)

51-004-04-23-16-046-001
51-004-04-23-16-046-010 through
51-004-04-23-16-046-200 by tens
Part of 51-004-04-23-16-024-000

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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WHEREAS, LAKE CHARLES ESTATES, INC., a Wisconsin corporation, with record title owners of the following subdivision lots located in the Lake Charles Estates subdivision in the Town of Caledonia, Racine County, Wisconsin, to-wit:

Parcel I

Lots 1 thru 20, and Outlot 1, Lake Charles Estates according to the recorded plat thereof, being a part of the Southwest ¼ of the Southwest ¼ of Section 16, and the Northwest ¼ of the Northwest ¼ of Section 21, Town 4 North, Range 23 East, in the Town of Caledonia, Racine County, Wisconsin.

Tax Key Nos. 51-004-04-23-16-046-001
51-004-04-23-16-046-010 through
51-004-04-23-16-046-200 by tens

Parcel II

Lot A - A tract of land in the Southwest ¼ of the Southwest ¼ of Section 16, Town 4 North, Range 23 East, in the Town of Caledonia, County of Racine, State of Wisconsin, bounded and described as follows: Commence at the Southwest corner of said Section; thence North 00° 24' 34" West for a distance of 408.00 feet along the West line of said ¼ Section to the point of beginning; thence North 00° 24' 34" West for a distance of 120.00 feet, continuing along said line to a point; thence North 89° 21' 20" East for a distance of 206.68 feet to a point; thence South 00° 24' 34" East for a distance of 120.00 feet along the West line of Lake Charles Estates, a recorded Subdivision, to a point; thence South 89° 21' 20" West for a distance of 206.68 feet to the point of beginning. Reserving the Westerly 40.00 feet for public road purposes. Together with and subject to covenants, easements and restrictions of record. Said property contains 0.5694 acres more or less.

Tax Key No. Part of 51-004-04-23-16-024-000

Lot B - A tract of land in the Southwest ¼ of the Southwest ¼ of Section 16, Town 4 North, Range 23 East, in the Town of Caledonia, County of Racine, State of Wisconsin, bounded and described as follows: Commence at the Southwest corner of said Section; thence North 00° 24' 34" West for a distance of 288.00 feet along the West line of said ¼ Section to the point of beginning; thence North 00° 24' 34" West for a distance of 120.00 feet, continuing along said line to a point; thence North 89° 21' 20" East for a distance of 206.68 feet to a point; thence South 00° 24' 34" East for a distance of 120.00 feet along the West line of Lake Charles Estates, a recorded Subdivision, to a point; thence South 89° 21' 20" West for a distance of 206.68 feet to the point of beginning. Reserving the Westerly 40.00 feet for public road purposes. Together with and subject to covenants, easements and restrictions of record. Said property contains 0.5694 acres more or less.

Lot C - A tract of land in the Southwest ¼ of the Southwest ¼ of Section 16, Town 4 North, Range 23 East, in the Town of Caledonia, County of Racine, State of Wisconsin, bounded and described as follows: Commence at the Southeast corner of said Section; thence North 00° 24' 34" West for a distance of 168.00 feet along the West line of said ¼ Section to the point of beginning; thence North 00° 24' 34" West for a distance of 120.00 feet, continuing along said line to a point; thence North 89° 21' 20" East for a distance of 206.68 feet to a point; thence South 00° 24' 34" East for a distance of 120.00 feet along the West line of Lake Charles Estates, a recorded Subdivision, to a point; thence South 89° 21' 20" West for a distance of 206.68 feet along the North line of Lot 1 of said Subdivision to the point of beginning. Reserving the Westerly 40.00 feet for public road purposes. Together with and subject to covenants, easements and restrictions of record. Said property contains 0.5694 acres more or less.

Tax Key No. Part of 51-004-04-23-16-024-000

AND WHEREAS, Lake Charles Estates, Inc., desires to amend the Declarations of Covenants, Conditions and Restrictions dated February 11, 1992 which was recorded in the Office of the Register of Deeds for Racine County, Wisconsin on March 4, 1992, in Volume 2130 of Records on Pages 5-20 as Document No. 1366903, in accordance with the provisions of ARTICLE II, SECTION 1 of said document.

NOW THEREFORE, the following amendments are hereby made to the indicated Declarations of Covenants, Conditions and Restrictions, to-wit:

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ARTICLE I - DEFINITIONS

Section 8

"Improvements" shall mean any material alteration of a purchased Lot or upon a purchased Lot. All improvements must be approved in writing by either the Officers of Lake Charles Estates or the Architectural Control Committee.

Section 9

"Landscaping" shall mean any alteration of the land or the planting of any vegetation, plantings, shrubs, trees, and ground cover.

Section 10

"Hedges" shall mean any continuous row of similar plantings, shrubs or trees to provide privacy.

Section 11

"Modified Vacant Lot" shall mean an approved modification to a Lot prior to the commencement of construction.

Section 12

"Residential" means the construction of a private home on a single or double lot. Lots with or without homes built upon may not be used for agricultural purposes, left in their natural state, or as a platform for a commercial business. Either a home is constructed upon each Lot or an extra Lot purchased is landscaped and maintained to the same standard of all other residences within Lake Charles Estates.

ARTICLE II - GENERAL PROVISIONS

Section 2

Enforcement of Restrictions - In the event the parties hereto or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants or regulations adopted herein, it shall be lawful for the Association or any person or persons owning or co-owning any Lot to prosecute

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any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to enjoin them from so doing, or recover damages for such violation, or to compel an enforcement of any of the covenants and restrictions herein contained. Failure by Lot Owners to enforce restrictions shall not be deemed a waiver of the right to subsequently seek enforcement. If any proceeding is initiated by the Officers of the Association under this Section on behalf of all members of the Association which results in any remedial order against any person or persons owning or co-owning any Lot by a court of law, the offending Lot Owner(s) must, in addition to paying their own legal expenses, also reimburse the Association for its legal expenses and costs in prosecuting the same.

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Section 4

Agreement to Terms - By acceptance of a conveyance of property which is subject to this declaration, the grantee, mortgagee, or transferee thereof acknowledges, accepts, and agrees to each and every term, right, duty and obligation herein contained.

Section 5

Prohibition of Business Activities - All private property is to be used exclusively for residential usage within the subdivision. Commercial business practices of any nature are prohibited. This includes the use of a Lake Charles address or telephone number on any business letterhead and envelopes, business cards, business stamps, delivery orders, web sites or other electronic communications device, or billing documents. Additionally, in accordance with Racine County zoning ordinance, the parking of commercial vehicles is prohibited beyond 4 hours cumulative, 2 hours per event, within a 24 hour period. Also, the delivery and/or storing of any business supplies is prohibited. However, an otherwise (non-commercial) home business that can be conducted in totality in the privacy of one's residence in a non-obtrusive manner is permitted. Non-commercial or non-obtrusive is defined as a home business which does not involve any advertising in the local

community and can be conducted electronically over a computer without subordinate employees or local advertising requirements. An example of such a business might be a telecommuting service.

Section 6

Committees - The Officers of the Association may appoint, on strictly a voluntary basis, other members within the Lake Charles Estates Association, as seen necessary to head up committees. Such appointment could include, e.g., pond supervision or maintenance of the Common Area, etc., and would be assumed for a duration until such volunteer would decide to either step down from his/her role, or such services were deemed no longer necessary.

Section 7

Applicability - All language stated within these covenants is equally applicable and binding to the present property owners within Lake Charles Estates, as well as future buyers of Lake Charles Estates property.

ARTICLE III - BUILDING RESTRICTIONS

Section 1

Land Use - No Lot shall be used for other than residential purposes. Nor shall any dwelling be erected, altered, placed or permitted to remain on any building site other than one single-family dwelling and accessory buildings which shall have the prior approval of the Architectural Control Committee, as hereinafter indicated.

With the approval of the Architectural Control Committee, a single family residence may include a one-bedroom apartment, which shall be occupied only by a child, parent or parents or grandparents, brother or sister of a member of the family occupying the remaining portion of the dwelling.

A. No "speculative" for sale homes may be constructed by builders. All homes constructed will be exclusively for future residents.

B. Structures built on North Pointe Drive:

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(1) North of Five Mile Road - will have front elevation facing North Pointe Drive with 50' setback.

(2) South of Five Mile Road - will have front elevation facing Five Mile Road with 35' setback.

Section 2

Size of Dwelling - No residence shall be constructed with less than the following areas of floor space, to-wit: A) Each single story residence shall have a minimum area of two thousand one hundred (2,100) square feet of floor space. B) Each one and one-half story and each two-story residence shall have a minimum area of two thousand five hundred fifty (2,550) square feet of floor space. For purposes of this section, "floor area" shall be defined as the area within the exterior wall lines of a building and shall not include floor space below grade, basements, garages, breezeways, and porches, attics and other areas not finished or usable as living quarters.

No bi-level or tri-level dwellings shall be permitted to be constructed within the subdivision.

Section 3

Design of Dwelling - All residences shall have the following, to-wit:

1. All roof coverings shall consist of three-dimensional architectural shake style shingles of wood, asphalt, tile, slate or of metal with standing seams; the color of which shall be subject to the approval of the Architectural Control Committee.
2. A roof pitch must be a minimum of 8/12 or greater and which is typical of the style of house chosen.
3. Chimneys shall be constructed of stone, brick veneer, stucco or dryvit, or brick masonry.
4. Exterior house color shall not be identical to the adjacent Lot structures. Walls and gable ends shall be of stone, brick, wood, hardy plank or glass. Aluminum or vinyl siding is prohibited.

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5. Any front street lights shall be within ten (10) feet of the street line; which style to be approved by the Architectural Control Committee.

6. The exterior design of each exposure or elevation of each house shall be consistent with every other exposure or elevation of that house and shall contain and use compatible natural materials and design features throughout all exposures and elevations. All exposures shall be designed to be esthetically attractive when viewed from any street, open space, or abutting Lot.

7. Other than classic (e.g., Salt Box, Victorian, Southern Plantation) or other nationally recognized architectural historical period homes, all homes must have a minimum of thirty percent (30%) of their front elevation covered by brick, stone or another recognized masonry material.

8. Windows, doors and shutters may contain manufactured material.

9. Soffits may be of manufactured material.

10. Facia and soffits may be of a manufactured material on only all brick homes when it is the expressed desire of the homeowner to avoid all future outside maintenance.

Section 4

Accessory Buildings - All garages shall be attached to the residential dwelling and must accommodate a minimum three (3) vehicle capacity, with the exception of Lots 7, 12, 14, and 15. No detached accessory or storage buildings of any kind shall be constructed.

Section 5

Lots May Not Be Re-subdivided - No Lot herein established may be re-subdivided, except for the purpose of adding a fractional part of a re-subdivided Lot to an adjoining Lot or Lots. Re-subdivision to permit the establishment of an additional building site shall not be allowable.

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Section 6

Landscape Approval - A landscape plan showing the proposed development of the entire Lot shall be submitted to the Architectural Control Committee for approval with the building plans, specifications, and plat/rendering. Each landscape plan must include a hard surface driveway, parking stand or turn-around, sidewalks, and placement of deck/patio.

Section 7

Landscape Requirements/Prohibitions. A landscape plan showing the proposed development of the entire Lot shall be submitted to the Architectural Control Committee prior to the excavation of a basement. Additionally, no landscape activity is authorized of any sort other than general maintenance on unimproved lots unless written pre-approval is obtained from the Architectural Control Committee. This prohibition includes the planting of any shrubs, trees or the mounding of soil or other materials to construct privacy berms. All homes must have an established front, rear, and side lawn within eight (8) months of the date of occupancy. Adequate buried rain gutter down spout and/or surface drainage accommodations will be installed to ensure the egress of rain water to the street or pond without directly or indirectly affecting adjacent lots. Berms or mounds that will exceed 3 ft. in height must be pre-approved by the Architectural Control Committee.

Section 8

Completion of Construction - Construction of a residence shall be substantially completed and ready for occupancy within one (1) year after commencement of construction; which time of completion may be extended at the discretion of the Architectural Control Committee for sufficient cause. No dwelling shall be occupied prior to completion.

It shall be the responsibility of the Lot Owner, to require that a contractor maintains construction materials only upon the construction site in order to eliminate materials upon other subdivision lots, the subdivision pond or other adjacent lands, and, maintain a dumpster throughout the construction process until completion.

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ARTICLE IV - ADDITIONAL RESTRICTIVE COVENANTS

Section 2

Nuisances - No noxious or offensive activity shall be carried on upon any Lot or portion of a Lot; nor anything done thereon which may be or may become a nuisance to neighbors or the neighborhood. The use of boom boxes or other musical amplifying devices are prohibited from the Common Area.

Section 4

Boat, Vehicle and Equipment Parking - No boats, wave runners, campers, snowmobiles, all terrain vehicles, trailers, non-pickup type trucks, commercial vehicles, recreation vehicles, motor homes, vehicles other than private passenger vehicles, heavy equipment or ladders shall be parked or stored upon the exterior of any Lot, other than for delivery purposes; provided, however, the Owner(s) of Lots abutting the pond area shall be permitted to own and locate upon their rear Lot one (1) of the following, to-wit: a row boat, a paddle boat, a canoe, or a sailboat, none of which shall exceed sixteen (16) feet in length or be operated by a motor.

Section 5

Signs - No sign of any kind shall be displayed to the public view on any Lot except one (1) professional "For Sale" sign of not more than three (3) square feet. Signs may be erected by the builder during the construction period and must be removed upon the issuance of the occupancy permit by the Town of Caledonia.

Section 6

Livestock and Poultry - No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that specifically no more than three (3) dogs, and no more than three (3) cats, and/or other nonagricultural household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. In no event may pets be kept which are a nuisance to the

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neighbors or the neighborhood. No separate outbuildings or enclosures may be erected or kept upon any Lot for the purpose of housing or restraining any animal or pet.

Section 7

Garbage and Refuse Disposal - No Lot shall be used or maintained as a dumping ground for garbage or rubbish, aluminum cans, grass clippings, weeds, branches, leaves, wood, rocks, stones, gravel, etc. Trash, garbage or other waste is to be kept in sealed (e.g., handle tied) trash bags. Trash must also be contained in sealed bags when placed in trash cans. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and shall conform to applicable governmental codes.

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Section 8

Fences and Hedges - With the exception of a required fence for in-ground pools, fences are prohibited. Fences or walls are to conform to the chronological period of the accompanying house design, and shall be subject to Architectural Control Committee approval as to size, materials and location. No hedge may extend to a point nearer to the street on which the house fronts than the front line of such house without the approval of the Architectural Control Committee. This restriction applies equally to privacy tree-lines planted prior to construction.

Section 10

Removal of Materials From Site - In the event dirt or other materials are moved as a result of construction of a driveway, dwelling or accessory building, such dirt or other materials must be removed from the Lot, or used so as not to interfere with surface drainage as established.

Section 11

Antennae - No exterior antennae of any nature, television or otherwise, shall be permitted to exist within the Lots without the unanimous approval of the Architectural Control Committee. Satellite dishes shall not exceed three (3) feet in diameter.

Section 12

Swimming Pools - No above ground swimming pools shall be placed or erected upon any Lot. An above ground swimming pool shall be defined as a pool in which any of the vertical sides thereof extend above the grade of a Lot.

Additionally, no portion of a permitted in-ground swimming pool or any adjoining enclosed area shall be constructed or maintained nearer to the street line than the rear foundation line of the principal dwelling. In-ground or self-contained spas are permitted.

Section 13

Driveways - To minimize dust and to enhance the appearance of the subdivision, driveways shall within one (1) year after occupancy of the residence, be surfaced with concrete, asphalt, brick, pavers, or other materials acceptable to the Architectural Control Committee.

Section 14

Vacant Lots - Vacant Lots by definition lack any material alteration, improvements or Landscaping. (See Vacant Lot Maintenance requirements, Section 16.) Vacant Lots shall be kept in good repair and in a clean and attractive condition so that the same shall not become a nuisance. No vacant lot shall be used for the storage or long term parking of any wheeled vehicle, firewood, building supplies, recreational vehicle or trailer. No Vacant Lot shall be used or maintained as a dumping ground for rubbish or waste materials. Vehicle traffic (private, commercial, or recreational) is prohibited. No Vacant Lot may be used as an access way to an abutting Lot.

Section 15

Modified Vacant Lots - Modified Vacant Lots require a higher level of maintenance. A Lot Owner(s) must secure written approval from either the Officers of the Association or the Architectural Control Committee prior to making any modifications to the landscape. No Modified Vacant Lot shall become a nuisance. If trees, shrubs, or other plantings are placed on an otherwise Vacant Lot the Lot must then be maintained to the same standard of all Lots in the subdivision (i.e.,

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lawn mowing and, plant, shrub and tree trimming within the conformity of adjacent property owners). Any plants, shrubs or trees that die are to be removed expeditiously. No Modified Vacant Lot shall be used for the storage of any wheeled vehicle, firewood, building supplies, recreational vehicle or trailer. No Modified Vacant Lot shall be used or maintained as a dumping ground for rubbish or waste materials. Vehicle traffic (private, commercial or recreational) other than that for the manifestation of approved modifications such as the planting of plants, shrubs, or trees; the construction of a berm or mound; or the general maintenance of Lots, is prohibited. No Modified Vacant Lot may be used as an access way to an abutting Lot.

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Section 16

Vacant Lot Maintenance - The Owner(s) of vacant Lots shall maintain their Lots in accordance with the grass and/or weed cutting ordinances of the Town of Caledonia with a minimum cutting of three (3) times annually.

Section 17

Firewood - To insure an attractive appearance of the subdivision, all firewood must be stored either inside of a Lot Owner's garage, outside against the rear wall of home or garage, contained against the rear wall or side-rear wall of home or garage, or screened from view by shrubbery of sufficient density. Firewood may not be stored on the side of a home or along the rear wall of courtyard or side entry garages. Storage of more than one (1) full cord of firewood is prohibited.

Section 18

Flagpoles - Erected or free-standing flagpoles must be unanimously approved by the Architectural Control Committee. Any flag flown on free-standing poles other than the American flag must also be unanimously approved by the Architectural Control Committee.

Section 19

Fishing/Common Area - Fishing hours while using the Common Area are restricted to 9:00 AM to 6:00 PM. The Common Area serves solely as an access way to the pond; at no time is

the Common Area to be used for any other purpose (i.e., usage as a park for any other recreational activities).

A. Fishing rights are for Association members, their immediate family and occasional guest(s).

B. All fish caught must be per DNR Fishing Regulations - Open Seasons, Length Limits, and Bag Limits.

C. Wisconsin residents who are 16 years of age or older must possess a fishing license.

D. An adult must accompany children under 12 on the Common Area.

E. When fishing from the Common Area, guests are limited to two (2) per Lake Charles Estates household.

F. The Officers of the Association have the right to temporarily suspend all fishing rights for stocking or maintenance purposes.

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ARTICLE V - ARCHITECTURAL CONTROL COMMITTEE

Section 3

Procedure - No building shall be erected, placed or altered on any Lot in said subdivision unless or until the four (4) elevations, the construction plans, written specifications, and a plan showing the site location of the structure has been approved, in writing, by the Architectural Control Committee, as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finished grade elevations. Such elevations, plans, specifications and plot plans shall be prepared by an architect member in good standing with the A.I.A., or by a designer or contractor acceptable to the Architectural Control Committee. Additionally, such plans and specifications must be approved by the Architectural Control Committee prior to obtaining building permits from the Town of Caledonia and/or commencing construction.

At the time of the submission of plans and specifications, the Lot Owner shall pay a Three Hundred ($300.00) Dollar fee to the Architectural Control Committee for the purpose of securing a review by a licensed professional architect selected by the Architectural Control Committee and subsequent field inspections by the Architectural Control Committee during the period of construction.

A. The design, layout and exterior appearance of each residence shall be such that in the opinion of the Architectural Control Committee and its professional architect at the time of approving the building plans, the residence will be of high quality and will have no substantial adverse effect on the property values in the neighborhood.

B. A plat or signed rendering will be submitted along with blueprints.

C. The Architectural Control Committee has the right to conduct an in person review of the blueprints and plat or signed rendering with the Lot Owner(s) and/or their builder, if deemed necessary. Such meeting would be conducted prior to the submittal of the final plans to the Architectural Control Committee's contracted professional architect. This process may in some instances require a re-submittal of the blueprints or plat or signed rendering. In such instances, the 30-day approval process clock will be restarted commensurate with receipt of the amended blueprints or plat or signed rendering.

Section 4

Exceptions - The Architectural Control Committee may grant a special exception to specific restrictions where a literal application would cause undue hardship and where the granting of such special exception would not be incompatible with the basic concept of the covenants. In such instances, a unanimous approval of all three (3) members of the Architectural Control Committee plus its contracted professional architect would be required. If a special exception to specific restrictions is anticipated by a Lot Owner, it is recommended that such a request be submitted to the Architectural Control Committee prior to the submittal of any blueprints or plat or signed renderings.

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In instances in which they are submitted simultaneously, the period of time required for receipt of written approval from the Architectural Control Committee and its contracted professional architect would be extended an extra fifteen (15) days or a total time of forty-five (45) days.

Section 5

Approval/Disapproval

A. The approval or disapproval by the Committee shall be in writing.

B. In the event the Committee, or its designated representative, fail to approve or disapprove within thirty (30) days after the plans, specifications, plot plans and four (4) elevations have been submitted to the Committee, it shall be deemed to have approved the proposed construction. Nevertheless, all other conditions and restrictions within the covenants must be complied with. Note: The 30-day clock does not begin until receipt of the final blueprint, payment of $300.00 for the contracted professional architect's review fee, and plat or signed rendering. In instances requiring re-submittal of the aforementioned, the 30-day clock will be restarted following the re-submittal of either an amended blueprint or plat/rendering.

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ARTICLE VIII - COVENANT FOR ASSOCIATION ASSESSMENTS

Section 1

Creation of the Lien and Personal Obligation of Assessments - The Declarant, for each Lot owned within the Properties hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments and special assessments. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees for the collection thereof, shall constitute a lien against the involved Lot and shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2

Purpose of Assessments - The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area (access way to pond and pond), and for the enforcement of the covenants and regulations adopted pursuant to provisions herein.

Section 3

Effect of Nonpayment of Assessments; Remedies of the Association - Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the Common Area or abandonment of this Lot.

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Section 4

Subordination of the Lien to Mortgages - The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 5

Apportionment of Assessments - Both annual and special assessments, with the exception of any special assessment levied to enforce covenants or regulations, shall be apportioned between the Lot Owners in the following manner, to-wit:

1. 100% Assessment - Lots A, B, C, 2, 3, 4, 5, 6, 8, and 9
2. 60% Assessment - Lots 1, 7, 10, 11, and 12

3. 40% Assessment - Lots 13, 14, 15, 16, 17, 18, and 19
4. 20% Assessment - Lot 20

which assessments may be collected upon a monthly rather than an annual basis.

Section 6

Date of Commencement of Annual Assessments - The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Officers of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Officers of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid.

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Section 7

Annual Assessment

A. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

B. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a favorable vote of two-thirds (⅔) votes cast or returned proxies.

Section 8

Special Assessments - In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or

replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, the enhancement of the enjoyment of the pond or Common Area, the violation or enforcement of these covenants or regulations for legal proceedings, or for other contingency deemed appropriate by the Officers of the Association shall be established and collected, provided that any such assessment shall have the consent of three-fourths (¾) of the votes of members who are voting in person or by proxy. The fee structure for all special assessments will tax members of the Association equally.

Section 9

Nonpayment of Assessments - The nonpayment of any assessment beyond thirty (30) days past due automatically suspends the rights of the Lot Owner(s), its household members and guests from use of the Common Area.

Section 10

Violation Assessments - In the event of a repeated violation(s) by any Lot Owner(s) or failure to remedy a breach of the covenants and/or regulations, a minimum special assessment of Five Hundred Dollars ($500.00) will be imposed upon such violating Lot Owner(s). Violation assessments will be enforced by a unanimous approval of the Officers of the Association. Payment for violation(s) is to be made within thirty (30) days from the date of record of such violation(s). Any violation assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. Violation assessments will be billed to the offending Lot Owner(s) via first class United States mail. Failure to pay violation assessments within thirty (30) days will be subject to enforcement rights set forth in Article II, Section 2 and Article VIII, Section 9 of this Declaration.

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Section 11

Notice and Quorum for Any Action Authorized Under Sections 7 and 8 - Written notice of any meeting called for the purpose of taking any action authorized under Sections 7 or 8 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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IN WITNESS WHEREOF, this Amendment has been executed this 10th day of April, 2003.

LAKE CHARLES ESTATES, INC.

By: _____
Amy Bontempo, President

Attest: _____
Sheri Bannon, Secretary

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this 10th day of April 2003, the above-named Amy Bontempo and Sheri Bannon, the president and secretary of Lake Charles Estates, Inc., to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Racine County, Wisconsin
My Commission: Jet. 8, 2004

THIS DOCUMENT WAS DRAFTED BY:
Arthur E. Beck, Esq.
WI State Bar No. 1006083