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# GENEVA LANDINGS ON DELAVAN LAKE CONDOMINIUM
# DECLARATION OF CONDOMINIUM

GENEVA LANDINGS JOINT VENTURE, a joint venture, (the "Declarant"), does hereby declare that the real estate described below is subject to the Wisconsin Condominium Ownership Act. The said real estate and all the improvements now or subsequently placed thereon and all appurtenant rights shall be known and described as GENEVA LANDINGS ON DELAVAN LAKE CONDOMINIUM (the "Condominium"). The address of the Condominium shall be 2180 Landings Lane, Delavan, Wisconsin.

1. Description of Land. The land which is the subject of this Declaration and upon which the buildings and improvements are and will be located (the "Property") is in Walworth County, Wisconsin, and is more particularly described on Exhibit A, attached hereto. A survey of the Property, showing the boundaries of the Condominium, is contained in the Geneva Landings on Delavan Lake Condominium Plat (the "Condominium Plat").

2. Description of Buildings. Twenty buildings (the "Buildings" or, in the singular, a "Building") have been, or may be, constructed upon the Property located as shown on the Condominium Plat filed for record in the office of the Register of Deeds for Walworth County, Wisconsin, and incorporated herein by reference. Nineteen of the Buildings will contain a total of 74 dwelling units (the "residential units"), 24 storage garages (the "storage garage units") and 58 parking garages (the "parking garage units"). One Building will be a community building, as described in section 6. The residential units, storage garage units and parking garage units are collectively referred to as "units" and any reference to a "unit" shall mean any one of the residential units, the storage garage units or the parking garage units, as applicable. There will be three styles of Buildings containing residential units: Building type A will contain 10 residential units and Building types B and C will each contain four residential units.

3. Description of Units.

(a) Residential units are identified by their street number and street name, and parking garage units and storage garage units are identified by building and location number, as indicated on the Condominium Plat. Each unit and the approximate dimensions, location, number of rooms, appurtenant limited common elements and immediate common area to which it has access are shown on the survey and set of floor plans included in the Condominium Plat.

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I hereby certify that I have on this 18th day of June 1996 microphotographed the above document in accordance with standards established by Sec. 228.03 (1) of Statutes and with established procedures,
Bette J. Lancen , Camera Operator

Working drawings and general specifications for the project are on file at the office of Declarant.

(b) The boundaries of each residential unit shall consist of that part of a Building as follows:

(i) The vertical or perimetrical boundaries of a residential unit shall be the plane of the exterior surface of the drywall (being the first layer of double drywall as to common walls between residential units), the plane of the inner surface of the concrete block for those residential units with basements and the plane of the outside faces of doors (including the garage door, if applicable) and windows contained in such vertical boundaries, extended in each case to an intersection with the upper and lower boundaries; and

(ii) The upper boundary of a residential unit shall be the plane of the outer surface of the ceiling drywall of the highest level of the residential unit (and the undersurface of the garage roof, if applicable) and the lower boundary shall be the plane of the upper surface of the basement concrete slab (and the plane of the upper surface of the garage slab, if applicable).

(c) The boundaries of each storage garage unit shall consist of that part of a Building as follows:

(i) The vertical or perimetrical boundaries of a storage garage unit shall be the plane of the exterior surface of the interior sheathing and the plane of the outside face of the overhead door contained in such vertical boundaries, extended in each case to an intersection with the upper and lower boundaries; and

(ii) The upper boundary of a storage garage unit shall be the plane of the outer surface of the ceiling sheathing and the lower boundary shall be the plane of the upper surface of the concrete slab floor.

(d) The boundaries of each vehicle garage unit shall consist of that part of a Building as follows:

(i) The vertical or perimetrical boundaries of a parking garage unit shall be the plane of the exterior surface of the interior sheathing, the plane of the inside face of windows and the plane of the exterior face of the overhead door contained in such vertical boundaries, extended in each case to an intersection with the upper and lower boundaries; and

(ii) The upper boundaries of a parking garage unit shall be the plane of the exterior surface of the ceiling sheathing and the lower boundary shall be the plane of the upper surface of the concrete slab floor.

(e) Any utility lines and heating, mechanical and plumbing equipment located outside of units, and any utility lines and heating, mechanical and plumbing equipment contained inside the boundaries of a particular unit but which service a different unit, are common elements and shall be repaired and maintained by and at the expense of Geneva Landings on Delavan Lake Condominium Association, Inc. (the "Association"), except as otherwise provided in this Declaration or the By-Laws of the Association. The furnace, water heater and air conditioner for each residential unit, the gas line from the gas meter to each residential unit and the electric line from the electric meter to each of the units are part of the respective unit serviced by said items and shall be repaired and maintained by and at the expense of the owner of said unit.

(f) If any portion of the common or limited common elements shall encroach upon any unit, or if any unit shall encroach upon any other unit or upon any portion of the common or limited common elements as a result of the duly authorized construction, reconstruction or repair of a Building, or as a result of settling or shifting of a Building, a valid easement for the encroachment and for its maintenance shall exist so long as the Building stands. The existing physical boundaries of a unit or common elements constructed or reconstructed in substantial conformity with the Condominium Plat shall be conclusively presumed to be its boundaries, regardless of the settling or shifting of the Building and regardless of minor variations between the physical boundaries described in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such unit or common element.

4. Description of Common Elements. The common elements shall include all of the Condominium except its units. The common elements shall be operated, repaired and maintained by and at the expense of the Association, except as otherwise provided in this Declaration or the By-Laws of the Association.

5. Description of Limited Common Elements. The following common elements are assigned to and limited to the use of units as follows (the "limited common elements"):

(a) The driveway located in front of the garage which is a part of any residential unit or units shall be appurtenant to the residential unit or units served by such driveway.

(ii) The paved walkway and entry way extending from the driveway to the front door of each residential unit or units shall be appurtenant to the residential unit or units served by such walkway and driveway.

(iii) The patio area and/or wooden deck adjacent or attached to each residential unit shall be appurtenant to the unit served by such patio area and/or wooden deck.

6. Community Building. Within three years after the date Declarant records this Declaration to create the Condominium, Declarant shall complete construction of a community building, located approximately as shown on the Condominium Plat, and a swimming pool. The community building and swimming pool shall be common elements to be maintained at the expense of the Association and to be used by the unit owners in accordance with rules and regulations established by the Association. The community building will contain amenities such as men's and women's restrooms, a fitness room, a kitchenette, a community room, offices for management of the Condominium and rental of the units and a maintenance and equipment room. Declarant reserves the right to determine the final floor plan of the community building.

The community building shall contain an office which shall be leased to Keefe Real Estate, Inc. The office shall be used for the lease, sale and short-term rental of units in the Condominium.

7. Percentage Interests, Voting and Assessments.

(a) The undivided percentage interest in the common elements (including limited common elements) appurtenant to each unit shall be as set forth on Exhibit C, attached hereto. Such percentage interest is based upon the square footage contained in each residential unit as determined by Declarant (which determination shall be final and binding on all parties) and calculated pursuant to the following formula:

$$\frac{\text{square footage attributable to residential unit}}{\text{square footage of all residential units}} \times 100 = \text{Undivided percentage interest appurtenant to residential unit}$$

The storage garage units and parking garage units shall have no appurtenant percentage interest in the common elements.

(b) There shall be one vote in the Association appurtenant to each residential unit. There shall be no votes in the Association appurtenant to the storage garage units or the parking garage units.

(c) All funds for the payment of common expenses and for the creation of reserves for the payment of future common expenses shall be obtained by assessments against the owner of each residential unit in proportion to each unit's undivided percentage interest (except assessments for insurance premiums which may be assessed against each residential unit based upon actual premiums charged for coverage of each residential unit by the insurance carrier). All funds for the payment of common expenses and for creation of reserves for the payment of future common expenses relating solely to parking garage or to storage garage units shall be obtained by assessments against the owners of each parking garage unit based upon the square footage of each parking garage unit as a percentage of the total footage of all parking garage units and by assessments against the owner of each storage garage unit based upon the square footage of each storage garage unit as a percentage of the total square footage of all storage garage units. Subsequent to the first conveyance of a unit by the Declarant to a purchaser, Declarant's obligation for assessments shall be as follows:

(i) for each completed unit owned by Declarant that is or has been occupied by Declarant or tenants or guests of Declarant, Declarant shall pay monthly assessments to the Association equal to the amount payable on a comparable unit that has been conveyed by Declarant to a unit owner, less the portion of such assessment allocable to replacement reserves;

(ii) for each completed unit owned by Declarant that has never been occupied, Declarant shall pay a monthly assessment equal to one-fourth of the assessment for a comparable unit that has been conveyed by Declarant to a unit owner; and

(iii) for each uncompleted unit, Declarant, and not the Association, shall be responsible for all costs directly attributable to the construction and maintenance of such unit (including all insurance premiums) and Declarant shall not be assessed any monthly assessments for such unit.

For purposes of Declarant's obligations for assessments, a "completed" unit shall be a unit for which the Town of Delavan has issued an occupancy permit.

8. Residential Use. All residential units are intended for and shall be restricted to use for residential purposes only. All storage garage units

and parking garage units shall be restricted to uses permitted by the rules and regulations promulgated by the Association.

9. Service of Process. The resident agent for the Condominium shall be the Declarant. Service of process shall be made upon the Declarant at 704 Main Street, Lake Geneva, Wisconsin 53147 as to matters provided in the Wisconsin Condominium Ownership Act until all units have been sold, conveyed and paid for or until the first meeting of the unit owners, at which time the Association may designate a successor by vote of a simple majority of a quorum present at any meeting (members or Board of Directors) of the Association.

10. Damage or Destruction. In the event the Condominium is destroyed or damaged in an amount in excess of 20% of the replacement cost of the entire Condominium, and insurance proceeds, if any, constitute less than 80% of the cost of completing repair or reconstruction, action by the Association by vote of 75% or more of all unit owners taken within 90 days after such damage or destruction shall be necessary to determine not to repair or reconstruct the Condominium as more fully described in section 3, Article V of the By-Laws. Damage or destruction to a lesser extent, and damage or destruction to a greater extent but for which insurance proceeds are equal to or greater than 80% of the cost of completing repair or reconstruction, shall be repaired and reconstructed pursuant to arrangement by the Board of Directors of the Association as provided in said section of the By-Laws.

11. Easements, Restrictions and Further Matters.

(a) All present and future owners of units, tenants of such owners and any other occupants of units, employees of owners, or any other persons that in any manner use or come upon the Condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation of the Association (the "Articles"), and the By-Laws and rules and regulations of the Association, as these instruments may be amended from time to time and the Easements and Restrictions (as hereinafter defined). The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an acceptance by such owner, tenant or occupant of the provisions of such instruments, as they may be amended from time to time. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement may be by such judicial proceedings as the Board of Directors of the Association may deem

appropriate as well as by the provisions of the Wisconsin Condominium Ownership Act.

(b) The Declarant hereby reserves the right for a period of ten years from this date to cause one or more of the units it owns to be maintained as a model unit and/or a sales office, and to maintain a sales office in the Condominium (including without limitation an office in the community building and/or a freestanding sales center), and to display such models and the common elements of the Condominium for purposes of selling units in the Condominium or in other projects of the Declarant. Until such time as Declarant has completed construction of all units in the Condominium or which may be added to the Condominium pursuant to section 13(b) hereof, Declarant reserves the right to maintain a construction trailer and yard on the Property or to utilize one or more storage garage units or a parking garage units for similar purposes.

(c) Rules and regulations (in addition to the By-Laws) concerning the use of the units and the common and limited common elements, including provisions concerning the keeping of pets, may be promulgated and amended by the Board of Directors of the Association. Copies of such rules and regulations shall be furnished by the Board of Directors of the Association to each unit owner prior to their effective date.

(d) The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the right to grant and/or dedicate to the Town of Delavan, Wisconsin, the County of Walworth, Wisconsin, any other governmental unit or public or semi-public utility companies, easements and rights-of-way (and any and all improvements contained therein) for the erection, construction and maintenance of all poles, wires, pipes, conduits and satellite dishes for the transmission of electricity, gas, water, telephone, cable or satellite television and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, and similar service, and for performing any public or quasi-public utility function that such governmental unit or utility company shall require or that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible, in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

(e) The Declarant hereby further reserves for itself and its successors and assigns, for a period of ten years following the date of recording of this Declaration, access to and the right to connect to any of the above-described

underground pipes or other conduits for the improvement and benefit of additional phases of the Condominium as described in section 13(b) of this Declaration.

(f) The Declarant hereby further reserves for itself and its successors and assigns, for a period of ten years following the date of recording of this Declaration, a right of access over, across and through the Property for purposes of transporting construction materials, for making underground or aboveground utility and conduit connections and/or for any other reasonable use related to the construction of buildings and units in additional phases of the Condominium as described in section 13(b) of this Declaration. Any exercise of this right shall not constitute a nuisance.

(g) The Declarant hereby reserves exclusively to itself the right to separate one or more units owned by Declarant in accordance with the requirements of section 703.13(7) of the Wisconsin Condominium Ownership Act.

(h) Declarant hereby further reserves the right to change the number of units to be contained in a Building and to make adjustments to the location of the Buildings, the configuration of common elements and the size and/or floor plans of any unit during the course of construction of the Buildings and the units. In the event the actual number of units in a Building or the actual location of any Building, the configuration of common elements or the size and/or floor plans of any unit, as constructed, is materially different from what is shown in the Condominium Plat, Declarant shall file an amendment to the Condominium Plat showing the actual number of units in a Building or actual location of such Building and/or dimensions and floor plans for each unit.

(i) All terms used in this Declaration shall have the same meaning as used or defined in the Wisconsin Condominium Ownership Act unless the context of this Declaration requires or specifically provides otherwise.

(j) The Property is subject to various easements and restrictions (the "Easements and Restrictions"), including, but not limited to, the following:

(i) Archeological restrictions described on the condominium Plat which limit excavation and improvements on portions of the Property;

(ii) Wetland restrictions described on the Condominium Plat and administered by the U.S. Army Corps of Engineers and the

Wisconsin Department of Natural Resources which limit the use of portions of the Property;

(iii) Easements providing access for the Town of Delavan to a lake maintenance access boat launch adjacent to the Condominium and access rights for a dam adjacent to the Condominium;

(iv) Rules and Regulations of the Delavan Lake Association.

(k) Declarant hereby subjects the Property to an easement benefiting the owner of the Expansion Land, giving the Expansion Land and any development constructed thereon (whether or not a part of the Condominium) the right of access across the roadways constructed on the Property and identified as Landings Lane, Palco Lane, Sawmill Lane, Jefferson Lane and Newbury Lane on the Condominium Plat, and the right to connect to and/or use the sanitary and stormwater sewer systems, domestic water system and fire protection system located on the Property. Any exercise of this right shall not constitute a nuisance. The owner of the Expansion Land shall pay a pro rata share of all costs and expenses for use, maintenance and replacement of the property subject to this easement based upon the number of residential dwelling units constructed on the Expansion Land and the number of residential units in the Condominium.

(l) Declarant reserves the right to convey one or more storage garage units or parking garage units to the Association for use as pump houses for the community well system which serves the Condominium. Such storage garage units' or parking garage units' share of expenses shall be common expenses. In addition, Declarant reserves the right to construct one or more pump houses on the Property to serve the community well system. Such pump houses shall be located as required by the practical requirements of the community well system. Wells and pump houses serving the Expansion Land may be located on the Property pursuant to the easement set forth in section 11(k).

(m) Declarant reserves the right to grant one or more perpetual, nonexclusive easements for the benefit of lands in the immediate vicinity of the Property, giving the owners and tenants of such lands the right of access across the roadways on the Property, as shown on the Condominium Plat, to the boat launching ramps on the Property, the right to launch boats onto Delavan Lake and the right to park in designated parking spaces.

12. Rights of Lenders.

(a) As to the holder of any mortgage or land contract vendor or insurer or guarantor of any mortgage (the "Lender") of a unit which has notified the Association in writing delivered or mailed by certified mail to the place for service of process stated in section 9 of this Declaration that it desires to receive notice of the following matters:

(i) the Board of Directors shall give the Lender written notice by mail of the call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the By-Laws;

(ii) the Board of Directors shall give the Lender by mail a copy of the notice of default which is given to any unit owner on any failure to comply with or violation of any of the provisions of this Declaration, the Articles, the By-Laws and rules and regulations promulgated thereunder, and any amendments thereto, simultaneously with the giving of required notice to any unit owner which shall be not later than within 30 days of such failure;

(iii) the Board of Directors shall notify the Lender of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(iv) the Board of Directors shall notify the Lender of physical damage to structure, fixtures or equipment of a unit in an amount exceeding $10,000 when such damage is known to the Board of Directors and shall notify all Lenders if common elements of the Condominium are damaged in an amount exceeding $20,000. The Board shall also notify the Lender in writing of any condemnation proceedings concerning the Condominium; and

(v) the Board of Directors shall permit the Lender to examine during normal business hours books and records of the Association (including current copies of this Declaration, Association By-Laws, and all rules and regulations promulgated thereunder) and upon request shall furnish the Lender annual reports and such other financial data (including audited financial statements) as it sends to unit owners.

(b) Unless two-thirds of the number of holders of first mortgages on units (based on one vote for each mortgage held) and all owners of affected units have given their prior written approval, or unless the Association

obtains such higher proportion of consent as may be required by the Wisconsin Condominium Ownership Act, the Association shall not:

(i) change the undivided percentage interest in the common elements of the Condominium appertaining to each unit (except as provided in section 13(b) of this Declaration);

(ii) partition or subdivide any unit of the Condominium;

(iii) by act or omission, seek to partition, subdivide, encumber, sell or transfer the common elements, except that the transfer of the water system to a public or quasi-public body or the granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium shall not be deemed a transfer within the meaning of this clause; or

(iv) use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such condominium property.

(c) Unless all holders of first mortgages on units shall have given their prior written approval, the Association shall not by act or omission seek to abandon the condominium status of the Condominium except as provided in section 10 of this Declaration.

(d) Notwithstanding the provisions of section 13 of this Declaration, this section shall not be amended unless all Lenders have given their prior written approval.

13. Amendment of Declaration.

(a) Except as provided in subparagraph (b), below, this Declaration may be amended with the written consent of at least two-thirds of the residential unit owners (based upon one vote for each residential unit), provided that the holder of a mortgage on a unit (if any) must also consent to an amendment in order to render the consent of the owner of such unit effective.

(b) This Declaration may also be amended solely by the Declarant to change or alter the percentage of ownership in the common or limited common elements where the Declarant alters such percentage in accordance with this section.

Declarant presently intends to construct a maximum of 23 additional Buildings upon the Property and land located adjacent to the Property and described in Exhibit B attached hereto and shown on the Condominium Plat (the "Expansion Land") in one or more phases containing a maximum of 108 additional residential units, 16 additional storage garage units and/or 82 additional parking garage units (such that the maximum number of Buildings in the Condominium shall be 43 and the maximum number of residential units in the Condominium shall be 182, the maximum number of storage garage units shall be 40 and the maximum number of parking garage units shall be 140). If added to the Condominium, the general design and quality of construction of the buildings shall be substantially similar to the Buildings included in this Declaration; the buildings shall be located upon the Expansion Land generally as shown on the Condominium Plat (provided, however, that the actual number, size and location of buildings constructed by Declarant, and the number of units contained therein, may vary significantly from the number of buildings shown on the Condominium Plat).

Without making any representation hereby that Declarant or any other party can or will undertake such construction of such units or that, if constructed, such units will be added to the Condominium, and notwithstanding the provisions of section 13(a) hereof, Declarant reserves the absolute and unqualified right for Declarant, its successors and assigns on behalf of each unit owner of the Condominium to amend this Declaration at any time and from time to time within ten years from date hereof to add to the Condominium all or any part of the Expansion Land and the units constructed or under construction thereon, if any. In the event of any such addition, the undivided percentage interest in the common elements (after addition of residential units) appurtenant to each of the units in the Condominium shall be determined by the following formula:

$$\frac{\text{square footage attributable to residential unit}}{\text{square footage of all residential units}} \times 100 = \text{undivided percentage interest appurtenant to residential unit}$$

Declarant shall determine such percentage after the addition and its determination shall be final and binding on all parties.

Liabilities for common assessments, rights to common surpluses and the number of votes appertaining to units added to the Condominium pursuant to this provision shall be the same as for those units declared to be a part of the Condominium by this Declaration. Declarant may assign in whole or in

part, absolutely or for purposes of security, by a written assignment for that purpose, all such powers of amendment. Each unit owner, by acceptance of a condominium deed to a unit, shall thereby appoint Declarant and its successors and assigns as attorney-in-fact with irrevocable power coupled with an interest to execute and deliver an amendment in accordance with the foregoing provisions.

14. Successors and Assigns. All rights granted to or reserved by Declarant hereunder shall be similarly granted to or reserved by and for the benefit of Declarant's successors and assigns.

IN WITNESS WHEREOF, this document has been executed this 10th day of June, 19 96 by Declarant.

GENEVA LANDINGS JOINT VENTURE

BY KEEFE & ASSOCIATES, INC., general partner

BY _____
Its President

State of Wisconsin )
: SS
Walworth County )

This instrument was acknowledged before me on June 10, 1996 by Michael K. Keefe, as President of Keefe & Associates, Inc., general partner of GENEVA LANDINGS JOINT VENTURE.

_____
( Donna K. Parker )
Notary Public, State of Wisconsin
My commission 5/18/97

This instrument was drafted by David M. Sanders.

Please return to: David M. Sanders Esq.
Reinhart, Boerner, Van Deuren,
Norris & Rieselbach, s.c.
1000 North Water Street, Suite 2100
Milwaukee, WI 53202

EXHIBIT A

Legal Description of the Property

Being part of the SW1/4 of the NW1/4 and NE1/4 of the SW1/4 of Section 21, and part of the SE1/4 and SW1/4 of the SE1/4 of Section 20, all in Town 2 North, Range 16 East, Town of Delavan, Walworth County, Wisconsin, and more particularly described as follows:

Commencing at the NW corner of Lot 1 of Certified Survey Map #1931; thence S79°18'13"W, a distance of 226.47' to the point of beginning; thence from the point of beginning S11°21'29"E, a distance of 226.77' to a point; thence S37°15'48"E, a distance of 54.66' to a point; thence S01°24'01"W, a distance of 112.35' to a point; thence S09°24'19"E, a distance of 199.52' to a point; thence S04°00'18"E, a distance of 485.89' to a point; thence S13°27'04"E, a distance of 113.35' to a point; thence N74°26'28"E, a distance of 276.22' to a point; thence S14°52'54"E, a distance of 45.47' to an iron pipe being a meander corner on the outlet of Delavan Lake; thence continuing S14°52'54"E, a distance of 20' more or less to the northerly shoreline of the outlet of Delavan Lake; thence southwesterly with the northerly shoreline of said outlet to the dam and the west shore of Delavan Lake; thence southwesterly with the northerly shore of the meandering Swan Creek to a point in the centerline of Borg Road; thence with the centerline of Borg Road N01°12'00"E, a distance of 48.00' to a point; thence N82°59'00"E, a distance of 775.96' to a point; thence N51°35'16"E, a distance of 1081.77' to a point; thence N00°36'55"W, a distance of 1058.24' to a point; thence N79°18'13"E, a distance of 376.64' to the point of beginning. Including all lands between meander line and the shoreline of Delavan Lake outlet and the Swan Creek.

EXHIBIT B

Legal Description of Expansion Land

Being part of the SW1/4 of the NW1/4 and NE1/4 of the SW1/4 of Section 21, and part of the SE1/4 and SW1/4 of the SE1/4 of Section 20, all in Town 2 North, Range 16 East, Town of Delavan, Walworth County, Wisconsin, and more particularly described as follows:

Beginning at the NW corner of Lot 1 of Certified Survey Map #1931; thence S79°18'13"W, a distance of 226.47' to a point; thence S11°21'29"E, a distance of 226.77' to a point; thence S37°15'48"E, a distance of 54.66' to a point; thence S01°24'01"W, a distance of 112.35' to a point; thence S09°24'19"E, a distance of 199.52' to a point; thence S04°00'18"E, a distance of 485.89' to a point; thence S13°27'04"E, a distance of 113.35' to a point; thence N74°26'28"E, a distance of 276.22' to a point; thence S14°52'54"E, a distance of 45.47' to an iron pipe being a meander corner on the outlet of Delavan Lake; thence continuing S14°52'54"E, a distance of 20' more or less to the northerly shoreline of the outlet of Delavan Lake; thence northeasterly with the northerly shoreline of said outlet to a point, thence N43°37'53"W, a distance of 20' more or less to said iron pipe, said iron pipe being N80°05'22"E, a distance of 387.03' and N53°59'50"E, a distance of 335.00' from the previous said meander corner; then N43°37'53"W, a distance of 1268.71' to the point of beginning. Including all lands between meander corners and the shoreline of the outlet of Delavan Lake.

EXHIBIT C

I. Undivided Percentage Interest Appurtenant to Each Residential Unit

| Unit Number | Unit Type | Square Footage | Undivided Percentage Interest |
|---|---|---|---|
| 2239 Landings Lane | Garden | 1,681 | 1.34% |
| 2230 Landings Lane | Garden | 1,681 | 1.34% |
| 2238 Landings Lane | Manchester | 1,580 | 1.26% |
| 2236 Landings Lane | Chesterfield | 1,546 | 1.24% |
| 2233 Landings Lane | Chesterfield | 1,546 | 1.24% |
| 2231 Landings Lane | Manchester | 1,580 | 1.26% |
| 2237 Landings Lane | Newport | 1,060 | .85% |
| 2235 Landings Lane | Dorchester | 1,470 | 1.17% |
| 2234 Landings Lane | Dorchester | 1,470 | 1.17% |
| 2232 Landings Lane | Newport | 1,060 | .85% |
| 2229 Landings Lane | Garden | 1,681 | 1.34% |
| 2220 Landings Lane | Garden | 1,681 | 1.34% |
| 2228 Landings Lane | Manchester | 1,580 | 1.26% |
| 2226 Landings Lane | Chesterfield | 1,546 | 1.24% |
| 2223 Landings Lane | Chesterfield | 1,546 | 1.24% |
| 2221 Landings Lane | Manchester | 1,580 | 1.26% |
| 2227 Landings Lane | Newport | 1,060 | .85% |
| 2225 Landings Lane | Dorchester | 1,470 | 1.17% |
| 2224 Landings Lane | Dorchester | 1,470 | 1.17% |
| 2222 Landings Lane | Newport | 1,060 | .85% |
| 2219 Landings Lane | Garden | 1,681 | 1.34% |
| 2210 Landings Lane | Garden | 1,681 | 1.34% |
| 2218 Landings Lane | Manchester | 1,580 | 1.26% |
| 2216 Landings Lane | Chesterfield | 1,546 | 1.24% |
| 2213 Landings Lane | Chesterfield | 1,546 | 1.24% |
| 2211 Landings Lane | Manchester | 1,580 | 1.26% |
| 2217 Landings Lane | Newport | 1,060 | .85% |
| 2215 Landings Lane | Dorchester | 1,470 | 1.17% |
| 2214 Landings Lane | Dorchester | 1,470 | 1.17% |
| 2212 Landings Lane | Newport | 1,060 | .85% |

| | | | |
|---|---|---|---|
| 2209 Landings Lane | Garden | 1,681 | 1.34% |
| 2200 Landings Lane | Garden | 1,681 | 1.34% |
| 2208 Landings Lane | Manchester | 1,580 | 1.26% |
| 2206 Landings Lane | Chesterfield | 1,546 | 1.24% |
| 2203 Landings Lane | Chesterfield | 1,546 | 1.24% |
| 2201 Landings Lane | Manchester | 1,580 | 1.26% |
| 2207 Landings Lane | Newport | 1,060 | .85% |
| 2205 Landings Lane | Dorchester | 1,470 | 1.17% |
| 2204 Landings Lane | Dorchester | 1,470 | 1.17% |
| 2202 Landings Lane | Newport | 1,060 | .85% |
| | | | |
| 2199 Landings Lane | Garden | 1,681 | 1.34% |
| 2190 Landings Lane | Garden | 1,681 | 1.34% |
| 2198 Landings Lane | Manchester | 1,580 | 1.26% |
| 2196 Landings Lane | Chesterfield | 1,546 | 1.24% |
| 2193 Landings Lane | Chesterfield | 1,546 | 1.24% |
| 2191 Landings Lane | Manchester | 1,580 | 1.26% |
| 2197 Landings Lane | Newport | 1,060 | .85% |
| 2195 Landings Lane | Dorchester | 1,470 | 1.17% |
| 2194 Landings Lane | Dorchester | 1,470 | 1.17% |
| 2192 Landings Lane | Newport | 1,060 | .85% |
| | | | |
| 2193 Newbury Lane | Newbury | 1,982 | 1.58% |
| 2190 Newbury Lane | Newbury | 1,982 | 1.58% |
| 2192 Newbury Lane | Bridgeport | 2,085 | 1.67% |
| 2191 Newbury Lane | Bridgeport | 2,085 | 1.67% |
| | | | |
| 2183 Newbury Lane | Newbury | 1,982 | 1.58% |
| 2180 Newbury Lane | Newbury | 1,982 | 1.58% |
| 2182 Newbury Lane | Bridgeport | 2,085 | 1.67% |
| 2181 Newbury Lane | Bridgeport | 2,085 | 1.67% |
| | | | |
| 2173 Newbury Lane | Newbury | 1,982 | 1.58% |
| 2170 Newbury Lane | Newbury | 1,982 | 1.58% |
| 2172 Newbury Lane | Bridgeport | 2,085 | 1.67% |
| 2171 Newbury Lane | Bridgeport | 2,085 | 1.67% |
| | | | |
| 2193 Jefferson Lane | Chesapeke | 2,284 | 1.82% |
| 2190 Jefferson Lane | Chesapeke | 2,284 | 1.82% |
| 2192 Jefferson Lane | Sarasota | 2,290 | 1.83% |
| 2191 Jefferson Lane | Sarasota | 2,290 | 1.83% |

| | | | |
|---|---|---|---|
| 2183 Jefferson Lane | Chesapeke | 2,284 | 1.82% |
| 2180 Jefferson Lane | Chesapeke | 2,290 | 1.82% |
| 2182 Jefferson Lane | Sarasota | 2,290 | 1.83% |
| 2181 Jefferson Lane | Sarasota | 2,290 | 1.83% |
| | | | |
| 2173 Jefferson Lane | Chesapeke | 2,284 | 1.82% |
| 2170 Jefferson Lane | Chesapeke | 2,284 | 1.82% |
| 2172 Jefferson Lane | Sarasota | 2,290 | 1.83% |
| 2171 Jefferson Lane | Sarasota | 2,290 | 1.83% |
| Total | | 125,216 | 100% |

II. Undivided Percentage Interest Appurtenant to Each Parking Garage Unit

| Unit Number | Square Footage | Percentage Interest |
|---|---|---|
| G1D-1 | 317 | 0% |
| G1D-2 | 235 | 0% |
| G1D-3 | 235 | 0% |
| G1D-4 | 235 | 0% |
| G1D-5 | 235 | 0% |
| G1D-6 | 235 | 0% |
| G1D-7 | 299 | 0% |
| G1D-8 | 299 | 0% |
| G1D-9 | 235 | 0% |
| G1D-10 | 235 | 0% |
| G2E-1 | 327 | 0% |
| G2E-2 | 235 | 0% |
| G2E-3 | 235 | 0% |
| G2E-4 | 235 | 0% |
| G2E-5 | 235 | 0% |
| G2E-6 | 235 | 0% |
| G2E-7 | 235 | 0% |
| G2E-8 | 270 | 0% |
| | | |
| G3F-1 | 309 | 0% |
| G3F-2 | 235 | 0% |
| G3F-3 | 235 | 0% |
| G3F-4 | 235 | 0% |
| G3F-5 | 235 | 0% |

| | | |
|---|---|---|
| G3F-6 | 235 | 0% |
| G3F-7 | 235 | 0% |
| G3F-8 | 235 | 0% |
| G3F-9 | 235 | 0% |
| G3F-10 | 235 | 0% |
| G3F-11 | 235 | 0% |
| G3F-12 | 235 | 0% |
| G3F-13 | 235 | 0% |
| G3F-14 | 235 | 0% |
| G3F-15 | 235 | 0% |
| G3F-16 | 319 | 0% |
| | | |
| G4F-1 | 319 | 0% |
| G4F-2 | 235 | 0% |
| G4F-3 | 235 | 0% |
| G4F-4 | 235 | 0% |
| G4F-5 | 235 | 0% |
| G4F-6 | 235 | 0% |
| G4F-7 | 235 | 0% |
| G4F-8 | 235 | 0% |
| G4F-9 | 235 | 0% |
| G4F-10 | 235 | 0% |
| G4F-11 | 235 | 0% |
| G4F-12 | 235 | 0% |
| G4F-13 | 235 | 0% |
| G4F-14 | 235 | 0% |
| G4F-15 | 235 | 0% |
| G4F-16 | 235 | 0% |
| | | |
| G5G-1 | 316 | 0% |
| G5G-2 | 235 | 0% |
| G5G-3 | 235 | 0% |
| G5G-4 | 235 | 0% |
| G5G-5 | 235 | 0% |
| G5G-6 | 235 | 0% |
| G5G-7 | 235 | 0% |
| G5G-8 | 235 | 0% |
| | | |
| Total | 14,343 | 0% |

III. Individual Percentage Interest Appurtenant to Each Storage Garage Unit

| Unit Number | Square Footage | Percentage Interest |
|---|---|---|
| S1A-1 | 468 | 0% |
| S1A-2 | 468 | 0% |
| S1A-3 | 468 | 0% |
| S1A-4 | 468 | 0% |
| S1A-5 | 468 | 0% |
| S1A-6 | 468 | 0% |
| S1A-7 | 468 | 0% |
| S1A-8 | 468 | 0% |
| S2A-1 | 468 | 0% |
| S2A-2 | 468 | 0% |
| S2A-3 | 468 | 0% |
| S2A-4 | 468 | 0% |
| S2A-5 | 468 | 0% |
| S2A-6 | 468 | 0% |
| S2A-7 | 468 | 0% |
| S2A-8 | 468 | 0% |
| S3A-1 | 468 | 0% |
| S3A-2 | 468 | 0% |
| S3A-3 | 468 | 0% |
| S3A-4 | 468 | 0% |
| S3A-5 | 468 | 0% |
| S3A-6 | 468 | 0% |
| S3A-7 | 468 | 0% |
| S3A-8 | 468 | 0% |
| Total | 11,232 | 0% |

MORTGAGEE CONSENT

Advantage Bank, F.S.B. is the holder of a mortgage on the real estate described in the attached Geneva Landings on Delavan Lake Declaration of Condominium (the "Declaration") and consents to the recording of the Declaration.

ADVANTAGE BANK, F.S.B.

BY Robert J. Muth

Its Senior Vice President

State of Wisconsin )
: SS
~~Walworth~~ Kenosha County )

This instrument was acknowledged before me on 6/7, 1996 by Robert J. Muth, as Sr. Vice President of Advantage Bank, F.S.B.

Carolyn M. Omelina

( Carolyn M. Omelina )
Notary Public, State of Wisconsin
My commission September 14, 1997

# GENEVA LANDINGS ON DELAVAN LAKE CONDOMINIUM

BEING LOCATED IN PART OF THE SW 1/4 AND SE 1/4 OF THE NW 1/4 AND PART OF THE NW 1/4 AND NE 1/4 OF THE SW 1/4 OF SECTION 21, AND PART OF THE NE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 20, TOWN 2 NORTH, RANGE 16 EAST, TOWN OF DELAVAN, WALWORTH COUNTY, WISCONSIN.

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OWNER:
GENEVA LANDINGS JOINT VENTURE
701 MAIN STREET, P.O. BOX 460
LAKE GENEVA, WI 53148

SURVEYOR:
R.L.T. ENGINEERING, INC.
845 BAY VIEW ROAD
BURNSWOOD, WI 53148
(414) 363-2004


SHEET 1 OF 18 5/15/96
INSTRUMENT DRAFTED BY: BRADFORD L. SPENCER, R.L.S., S-2069

RSW#5078CON.DGN 5/15/96

VOL. 641 PAGE 5672

# GENEVA LANDINGS ON DELAVAN LAKE CONDOMINIUM
## SURVEY OF PROPERTY

*BEING LOCATED IN PART OF THE SW¼ SE¼ AND SE¼ SE¼ OF THE NW¼ NE¼ AND PART OF THE NW¼ NE¼ AND NE¼ NE¼ OF THE SW¼ SE¼ OF SECTION 21, AND PART OF THE NE¼ NE¼ AND SE¼ NE¼ OF THE SE¼ SE¼ OF SECTION 20, TOWN 2 NORTH, RANGE 16 EAST, TOWN OF DELAVAN WALWORTH COUNTY, WISCONSIN.*

BASIS OF BEARING: THE EAST LINE OF THE SW¼ OF SEC. 21-2-16 WAS TAKEN TO BEAR N00°26'09"E

0 200 400 600

SCALE 1" = 200'

OWNER:
GENEVA LANDINGS JOINT VENTURE
704 MAIN STREET, P.O. BOX 460
LAKE GENEVA, WI 53147

SURVEYOR:
R.L.S. ENGINEERING, INC.
1245 BAY TREE ROAD
WILMOT, WI 53192
(414) 862-2004

LEGEND

- CONDOMINIUM BLDG.
- PARKING GARAGE/ STORAGE GARAGE
- PIER & BOAT SLIPS
- IRON PIPE FOUND
- IRON PIPE SET AT POINT OF INTERSECTION OR MEANDER LINE
- 20' ± OFF SHORELINE 1" I.D. DIA. 1.13 lbs/L.F.
- ( ) RECORDED AS
- S SIGN
- WV WATER VALVE

PROPOSED STORAGE PARKING

EXPANSION LANDS

EXISTING BLDGS.

NOTE: CONDOMINIUM BUILDINGS AND GARAGE CONSTRUCTION, PARKING GARAGES AND STORAGE GARAGES ARE PROPOSED.

MEANDER LINE

DELAVAN LAKE

BUILT

BASIS OF BEARING

N00°26'09"W 3412.90' (3413.71')

N00°32'41"W (1057.76')

N01°36'55"E 1056.24'

S78°10'46"E 1284.71'

S88°43'23"E 2631.43'

CONC. MON. W/BRASS CAP CENTER OF SEC. 21-2-16

CONC. MON. W/BRASS CAP SW CORNER SEC. 21-2-16

CONC. MON. W/BRASS CAP SOUTH¼ CORNER SEC. 21-2-16

EAST LINE OF THE SW¼ OF SEC. 21-2-16

SOUTH LINE OF THE SW¼ OF SEC. 21-2-16

MATCH LINE SEE SHEET 2

### SURVEYOR'S CERTIFICATE

I, BRADFORD L. SPENCER, REGISTERED LAND SURVEYOR, HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THE MAP SHOWN IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, IT'S EXTERIOR BOUNDARIES, THE LOCATION AND DIMENSIONS OF ALL VISIBLE STRUCTURES THEREON, FENCES, APPARENT EASEMENTS AND ROADWAYS AND VISIBLE ENCROACHMENTS, IF ANY. THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY AND NOT THOSE WHO PURCHASE, MORTGAGE OR GUARANTEE THE TITLE THERETO WITHIN ONE (1) YEAR FROM DATE HEREOF AND AS TO THEM I WARRANT THE ACCURACY OF SAID SURVEY AND MAP.

I FURTHER CERTIFY THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 703 OF THE STATE STATUTES AND THE TOWN OF DELAVAN ORDINANCE.

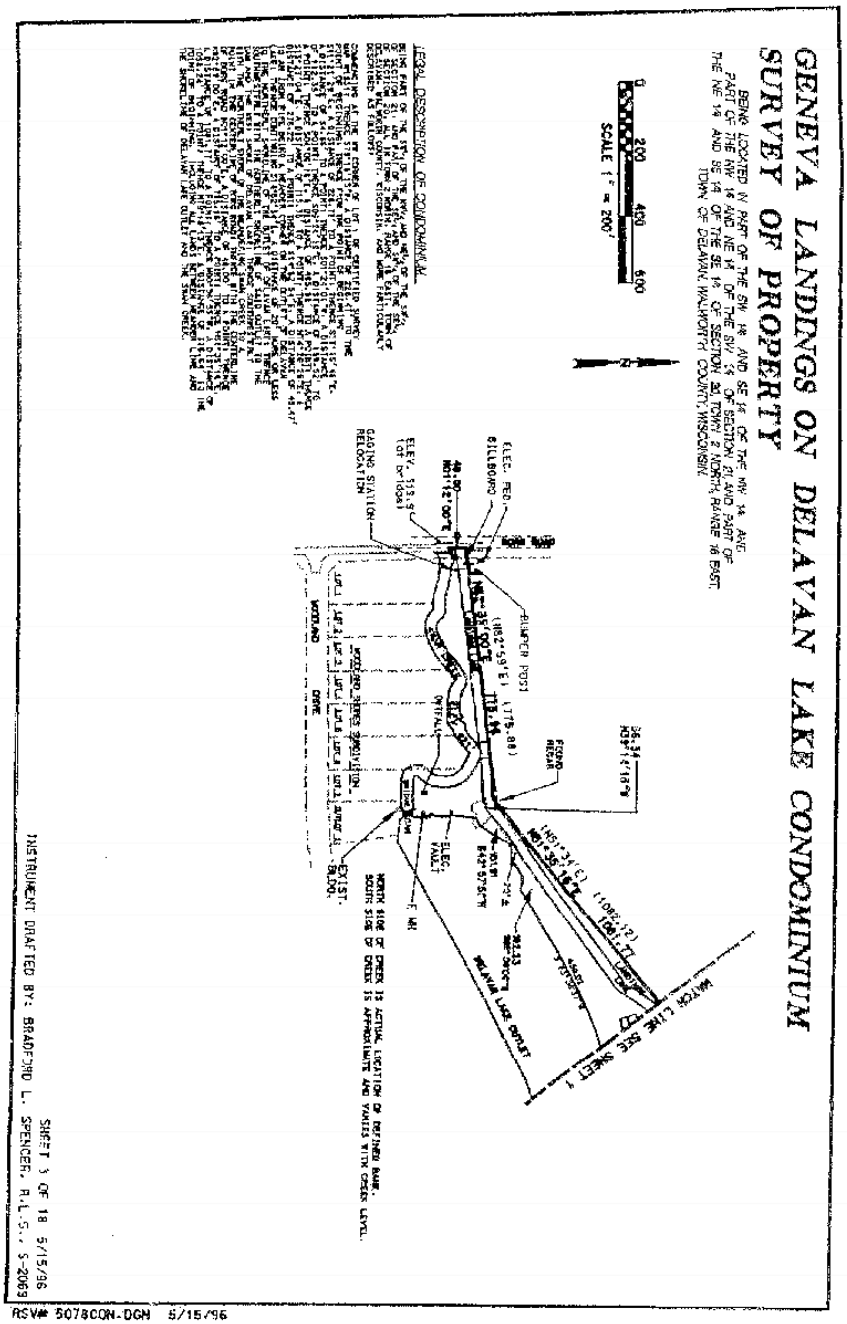
DATED THIS _____ DAY OF _____, 1996.

BRADFORD L. SPENCER, R.L.S.

SHEET 2 OF 18 5/15/96

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

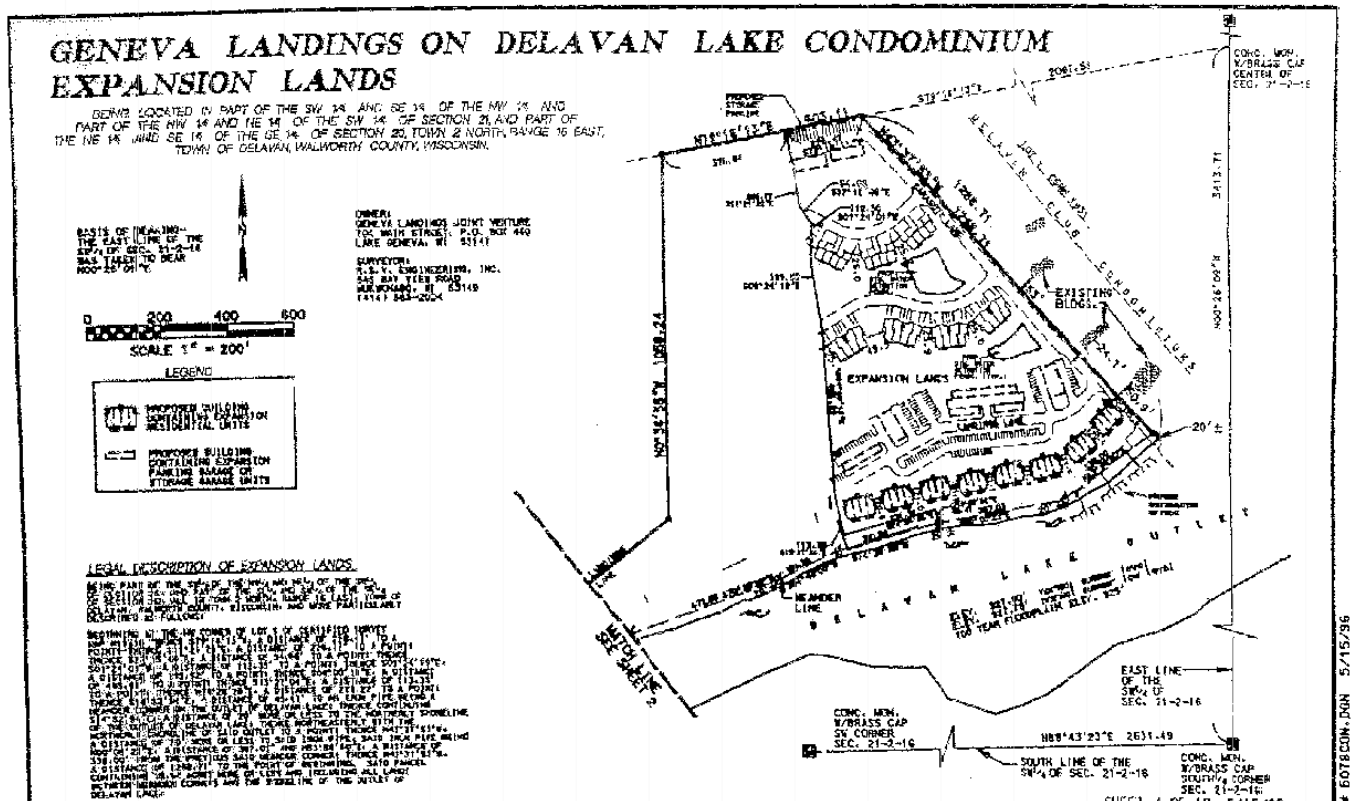
RSV# 5076CON.DGN 5/15/96


GENEVA LANDINGS ON DELAVAN LAKE CONDOMINIUM
SURVEY OF PROPERTY
SCALE 1" = 200'
LEGAL DESCRIPTION OF CONDOMINIUM
WATER LINE SEE SHEET 1
NORTH LINE OF CREEK IS ACTUAL LOCATION OF RETINEN BANK.
SOUTH SIDE OF CREEK IS APPROXIMATE AND VARIES WITH CREEK LEVEL.
INSTRUMENT DRAFTED BY: BRADFORD L. SPENCER, R.L.S., S-2069
SHEET 3 OF 18 5/15/96
RSV# 5078CON.DGN 5/15/96

VOL. 641 PAGE 5674

# GENEVA LANDINGS ON DELAVAN LAKE CONDOMINIUM
# EXPANSION LANDS

BEING LOCATED IN PART OF THE SW 1/4 AND SE 1/4 OF THE NW 1/4 AND PART OF THE NW 1/4 AND NE 1/4 OF THE SW 1/4 OF SECTION 21, AND PART OF THE NE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 20, TOWN 2 NORTH, RANGE 16 EAST, TOWN OF DELAVAN, WALWORTH COUNTY, WISCONSIN.




LEGAL DESCRIPTION OF EXPANSION LANDS:

BEING PART OF THE SE1/4 OF THE NW1/4 AND SW1/4 OF THE SE1/4 OF SECTION 20 AND PART OF THE NW1/4 OF THE SW1/4 OF SECTION 21, ALL IN TOWN 2 NORTH, RANGE 16 EAST, TOWN OF DELAVAN, WALWORTH COUNTY, WISCONSIN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW CORNER OF LOT 1 OF CERTIFIED SURVEY [illegible]; THENCE S89°43'23"W ALONG THE SOUTH LINE OF THE SW1/4 OF SAID SECTION 21, A DISTANCE OF 2631.49 FEET TO A POINT; THENCE N00°26'09"W ALONG THE EAST LINE OF THE SE1/4 OF SAID SECTION 20, A DISTANCE OF 1058.24 FEET TO A POINT; THENCE S73°10'13"E, A DISTANCE OF 1213.77

VOL. 641 PAGE 5675

# GENEVA LANDINGS ON DELAVAN LAKE CONDOMINIUM
## EASEMENTS

TOWN OF DELAVAN, WALWORTH COUNTY, WISCONSIN.

0 200 400 600
SCALE 1" = 200'

EASEMENT TABLE

| NO. | RECORDED | TO | RIGHTS |
|---|---|---|---|
| 1 | VOL. 54 PAGE 51 | TOWN OF DELAVAN | ACCESS TO DAM |
| 2 | VOL. 96 PAGE 190 | TOWN OF DELAVAN | ACCESS AND CONTROL OF DAM |
| 3 | VOL. 86 PAGE 200 | LAKE SAN. EASE. | UTILITY EASE. |
| 4 | VOL. 88 PAGE 592 | LAKE SAN. EASE. | UTILITY EASE. |
| 5 | VOL. 501 PAGE 430 | TYR LAKES DEVELOP. | SEWER AND ACCESS TO BE ASSIGNED TO SAN. DISTRICT |
| 6 | DOC. #175431 | TOWN OF DELAVAN ORD. | PLAT RESTRICTIONS |
| 7 | DOC. #134020 | STATE OF WISCONSIN | POLLUTION ABATEMENT |
| 8 | VOL. 350 PAGE 483 | TOWN OF DELAVAN | ACCESS EASE. |
| 9 | VOL. 377 PAGE 335 | WISCONSIN TELE. CO. | MAINTAIN POLES & WIRES |

LEGEND

- ( ) RECORDED AS
- ⑦ EASEMENT NO. (SEE TABLE)
- PROP. 10' WIDE ELECTRICAL EASEMENT
- PROP. SAN. EASEMENT
- EXIST EASE. (SEE TABLE)
- ARCHAEOLOGICAL AREA SITE RESTRICTIONS

ARCHEOLOGICAL PRESERVATION AREA RESTRICTIONS

THE UNITED STATES DEPARTMENT OF THE INTERIOR RECOGNIZES THE ARCHEOLOGICAL PRESERVATION AREA (THE "PRESERVATION AREA") AS HISTORICALLY SIGNIFICANT FOR ITS DEPOSITS OF NATIVE AMERICAN INDIAN ARTIFACTS AND HAS PLACED THE PRESERVATION AREA ON THE NATIONAL REGISTER OF HISTORIC PLACES. THE PRESERVATION AREA IS SUBJECT TO THE JURISDICTION OF THE DEPARTMENT OF THE INTERIOR, STATE HISTORICAL SOCIETY OF WISCONSIN AND THE U.S. ARMY CORP. OF ENGINEERS. ALL IMPROVEMENTS AND FILLING WITHIN THE PRESERVATION AREA ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE PLAN, NOTIFICATION PLAN APPROVED ON APRIL 4, 1995, BY THE STATE HISTORICAL SOCIETY OF WISCONSIN, THE U.S. ARMY CORPS OF ENGINEERS, AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION.

THE PRESERVATION AREA IS SUBJECT TO THE FOLLOWING COVENANTS AND RESTRICTIONS:

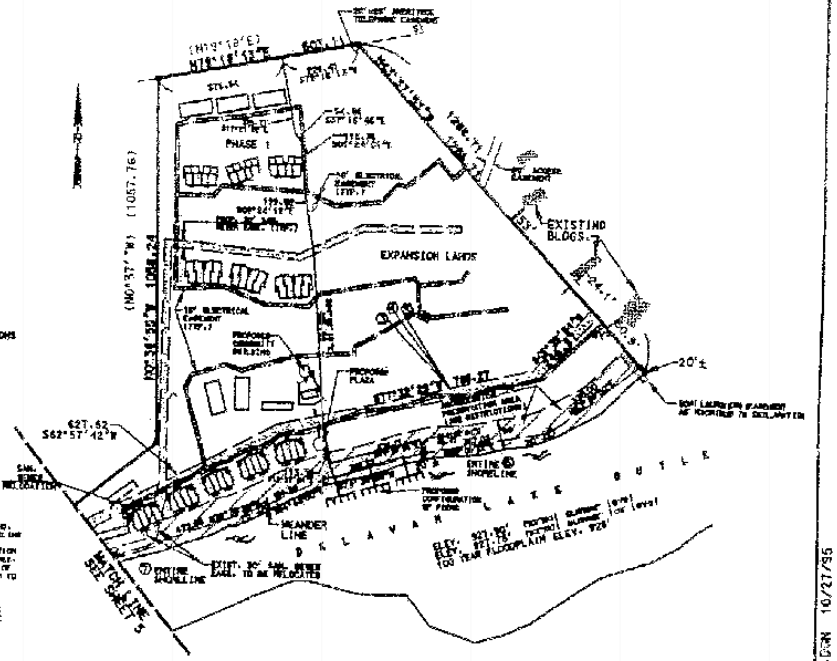
1. EXCEPT SURFACE IMPROVEMENTS INCLUDING LANDSCAPING, SIDEWALKS, PATIOS, BOARDWALKS, DRIVEWAYS, PIERS, SHORELINE RIPRAP AND COMPONENTS OF THE STORM WATER SYSTEM, NO CONSTRUCTION SHALL BE PERMITTED IN THE PRESERVATION AREA AND BUILDINGS, PLAY EQUIPMENT, ANIMAL ENCLOSURES, FENCES, ACCESSORY STRUCTURES OR OTHER IMPROVEMENTS OF ANY KIND SHALL NOT BE PLACED, ERECTED OR PERMITTED TO REMAIN IN, ON, OR ACROSS THE PRESERVATION AREA.

2. EXCEPT AS NECESSARY TO MAINTAIN THE PERMITTED IMPROVEMENTS AS DESCRIBED ABOVE AND OTHER PRACTICES NECESSARY FOR PROPER SHORELINE STABILIZATION, THERE SHALL BE NO DISTURBANCE OR ALTERATION OF THE LAND IN THE PRESERVATION AREA, INCLUDING, WITHOUT LIMITATION, NO FILLING, EXCAVATING, REMOVAL OF MATERIALS, OR CHANGE IN THE CONTOUR OR TOPOGRAPHY OF ANY MANNER.

THE COVENANTS AND RESTRICTIONS AFFECTING THE PRESERVATION AREA SHALL RUN WITH THE LAND AND BE BINDING UPON THE OWNERS OF THE PRESERVATION AREA IN PERPETUITY. IN NO CASE SHALL THE COVENANTS AND RESTRICTIONS BE INTERPRETED OR CONSTRUED TO GRANT THE PUBLIC RIGHT OF, OR ACCESS TO, THE PRESERVATION AREA.

OWNER:
GENEVA LANDINGS JOINT VENTURE
[illegible] STREET, P.O. BOX 440
LAKE GENEVA, WI 53147

SURVEYOR:
[illegible] ENGINEERING, INC.
[illegible] VALLEY ROAD
[illegible]
(414) 363-2004

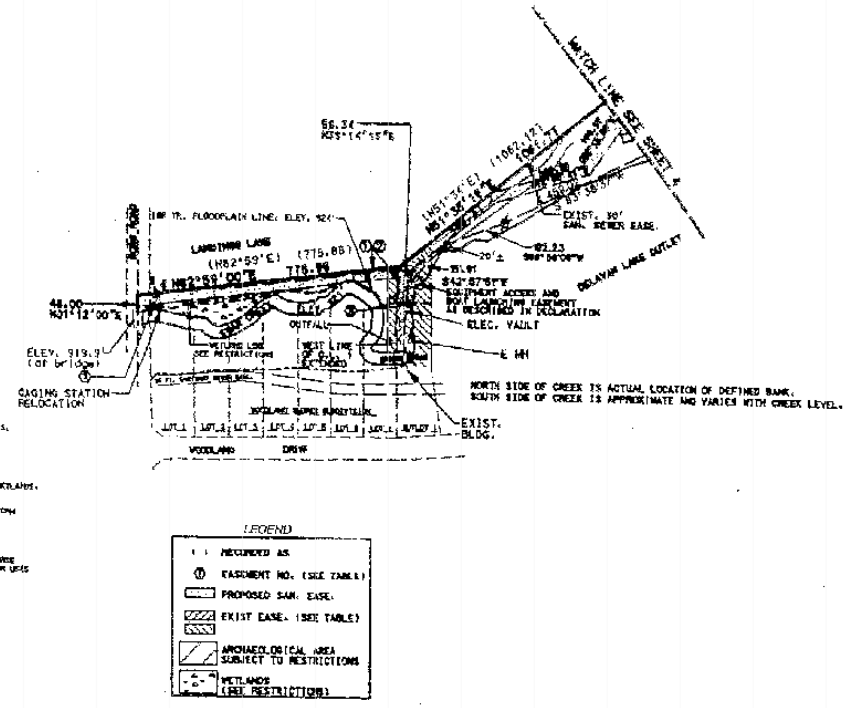



SHEET 5 OF 18 5/15/96
INSTRUMENT DRAFTED BY: BRADFORD L. SPENCER, R.L.S., S-2069

RSVW 6078CON.DGN 10/27/95

# GENEVA LANDINGS ON DELAVAN LAKE CONDOMINIUM EASEMENTS

TOWN OF DELAVAN, WALWORTH COUNTY, WISCONSIN.




## WETLAND RESTRICTIONS

THE DESIGNATED WETLANDS RESTRICTIONS AREA ("THE WETLANDS") ON THE CONDOMINIUM PROPERTY ARE SUBJECT TO THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS AND THE STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND HAVE BEEN PLACED IN THE CONSERVANCY ZONING DISTRICT BY WALWORTH COUNTY. ANY IMPROVEMENTS OR FILLING WITHIN THE WETLANDS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE WETLANDS FILL PERMITS ISSUED MAY 24, 1994, BY THE U.S. ARMY CORPS OF ENGINEERS AND MARCH 16, 1995, BY THE STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES.

THE WETLANDS ARE SUBJECT TO THE FOLLOWING RESTRICTIONS:

1. EXCEPT FOR PEDESTRIAN WALKWAYS, THERE SHALL BE NO CONSTRUCTION PERMITTED IN THE WETLANDS, AND NO BUILDINGS, PLAY EQUIPMENT, ANIMAL ENCLOSURES, FENCES, STRUCTURES OR OTHER IMPROVEMENT OF ANY KIND SHALL BE PLACED, ERECTED OR PERMITTED TO REMAIN IN, ON OR ACROSS THE WETLANDS.

2. EXCEPT AS IS NECESSARY TO REMOVE OR ABATE DISEASE OR INFESTATIONS OR FOR SAFETY PURPOSES OR IN ACCORDING WITH GOOD FOREST MANAGEMENT PRACTICES, THERE SHALL BE NO REMOVAL, DESTRUCTION OR CUTTING OF TREES OR PLANTS, NO PLANTING OF TREES OR PLANTS OTHER THAN NATIVE TREES OR PLANTS CHARACTERISTIC OF THE WETLANDS, NO SPRAYING WITH HERBICIDES AND/OR BIOCIDES AND NO DISTURBANCE OR CHANGE IN THE NATURAL HABITAT IN ANY MANNER IN, ON, OVER AND ACROSS THE WETLANDS.

3. EXCEPT FOR THE MAINTENANCE AND/OR IMPROVEMENTS FOR LANDINGS LANE, BORN ROAD, THE STREAM GAGING STATION, AND COMPONENTS OF THE SANITARY SEWER AND STORM WATER SYSTEMS LOCATED WITHIN THE BOUNDARIES OF THE WETLANDS, THERE SHALL BE NO FILLING, EXCAVATING, REMOVAL OF MATERIALS OR CHANGE IN THE TOPOGRAPHY OF THE LAND IN ANY MANNER IN, ON, OVER AND ACROSS THE WETLANDS.

4. EXCEPT FOR THE MAINTENANCE AND/OR IMPROVEMENTS DESCRIBED IN PARAGRAPH 3 ABOVE, THERE SHALL BE NO MANIPULATION OR ALTERATION OF THE MATERIAL WATERCOURSE OR SYMBOLIZED AND ITS BANKS, AND THERE SHALL BE NO DISCHARGES, ACTIVITIES, OR USES DETRIMENTAL TO WATER PURITY IN, ON, OVER AND ACROSS THE WETLANDS.

5. THERE SHALL BE NO OPERATION OF SNOWMOBILES, ALL-TERRAIN VEHICLES OR ANY OTHER TYPES OF MOTOR-PROPELLED OR SELF-PROPELLED EQUIPMENT IN, ON, OVER AND ACROSS THE WETLANDS.

IN NO CASE SHALL THE WETLANDS RESTRICTIONS BE INTERPRETED OR CONSTRUED TO GRANT THE PUBLIC ANY USE OF, OR ACCESS TO, THE WETLANDS.

SHEET 6 OF 18 5/15/96

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

HSW# 5078CON.DGN 5/15/96

# GENEVA LANDINGS ON DELAVAN LAKE CONDOMINIUM LOCATION AND IDENTIFICATION OF BUILDINGS AND UNITS ON JEFFERSON AND NEWBURY LANES

0 100 200 300
SCALE 1" = 100'

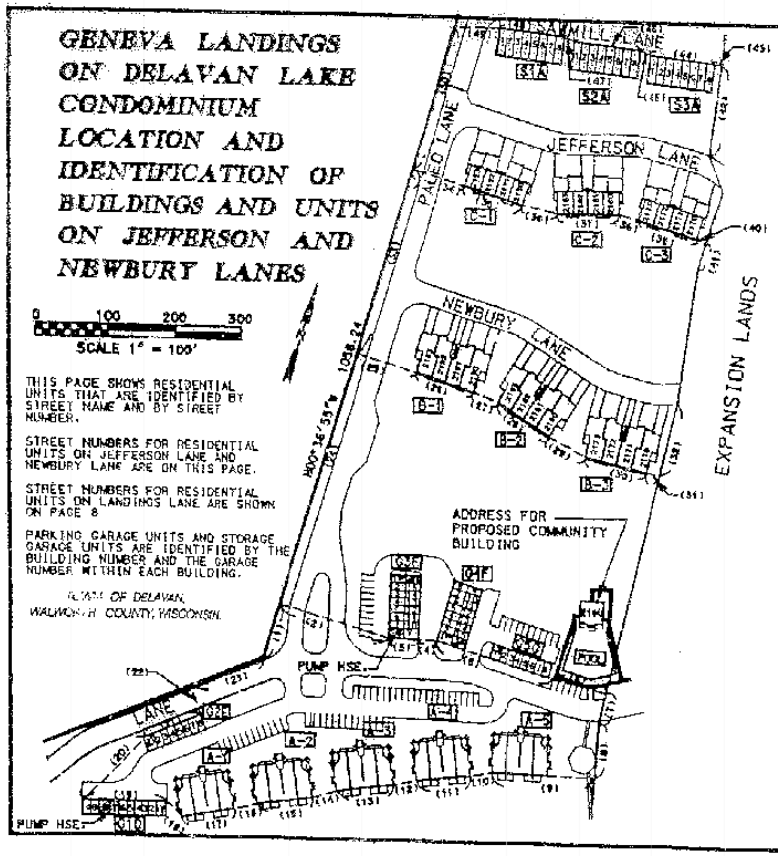
THIS PAGE SHOWS RESIDENTIAL UNITS THAT ARE IDENTIFIED BY STREET NAME AND BY STREET NUMBER.

STREET NUMBERS FOR RESIDENTIAL UNITS ON JEFFERSON LANE AND NEWBURY LANE ARE ON THIS PAGE.

STREET NUMBERS FOR RESIDENTIAL UNITS ON LANDINGS LANE ARE SHOWN ON PAGE 8

PARKING GARAGE UNITS AND STORAGE GARAGE UNITS ARE IDENTIFIED BY THE BUILDING NUMBER AND THE GARAGE NUMBER WITHIN EACH BUILDING.

TOWN OF DELAVAN, WALWORTH COUNTY, WISCONSIN.




## LINE TABLE

| NO. | LENGTH | BEARING |
|---|---|---|
| 1 | 82.88 | N00°36'55"E |
| 2 | 184.88 | N89°23'05"E |
| 3 | 44.00 | N74°43'59"E |
| 4 | 26.16 | N75°30'07"E |
| 5 | 181.00 | N89°43'56"E |
| 6 | 66.88 | N86°58'42"E |
| 7 | 41.65 | S04°00'12"E |
| 8 | 21.00 | S13°27'04"E |
| 9 | 164.21 | S74°41'11"E |
| 10 | 33.76 | S63°06'30"E |
| 11 | 82.33 | S67°00'04"W |
| 12 | 36.36 | S61°51'03"W |
| 13 | 82.33 | S65°40'28"W |
| 14 | 36.36 | S57°01'51"W |
| 15 | 82.33 | S65°23'03"W |
| 16 | 35.97 | S52°47'19"W |
| 17 | 82.33 | S63°41'26"W |
| 18 | 31.45 | N61°26'29"W |
| 19 | 120.00 | S73°27'42"W |
| 20 | 123.52 | N58°19'22"W |
| 21 | 92.00 | N61°50'38"E |
| 22 | 44.43 | N58°24'44"W |
| 23 | 120.72 | N51°35'16"E |
| 24 | 365.87 | N00°36'55"E |
| 25 | 81.31 | N89°23'05"E |
| 26 | 90.33 | N90°00'00"E |
| 27 | 38.41 | S85°47'54"E |
| 28 | 90.33 | S78°10'10"E |
| 29 | 62.29 | S79°28'31"E |
| 30 | 90.33 | N86°22'19"E |
| 31 | 20.76 | N88°58'42"E |
| 32 | 115.78 | N04°00'18"W |
| 33 | 281.88 | N00°36'55"W |
| 34 | 80.98 | N89°23'05"E |
| 35 | 90.33 | N90°00'00"E |
| 36 | 51.00 | N85°07'47"E |
| 37 | 90.33 | N72°37'22"E |
| 38 | 29.36 | N67°55'33"E |
| 39 | 90.33 | N69°18'28"E |
| 40 | 14.61 | S69°36'59"E |
| 41 | 34.83 | N01°24'01"E |
| 42 | 132.82 | N11°21'29"W |
| 43 | 9.85 | S78°38'31"W |
| 44 | 26.00 | S79°18'46"W |
| 45 | 17.12 | N63°41'08"W |
| 46 | 96.00 | S79°18'46"W |
| 47 | 15.79 | N62°10'14"W |
| 48 | 96.00 | S79°18'46"W |
| 49 | 82.37 | S89°23'08"W |
| 50 | 254.08 | S00°36'55"E |

## BUILDING NUMBER LEGEND

C-1 — TWO-CHARACTER BUILDING NUMBERS IDENTIFY BUILDINGS CONTAINING RESIDENTIAL UNITS. THE FIRST CHARACTER DESIGNATES THE BUILDING STYLE.

S1A / G4F — THREE-CHARACTER BUILDING NUMBERS IDENTIFY BUILDINGS CONTAINING PARKING GARAGE UNITS AND STORAGE GARAGE UNITS. THE CHARACTER IS "G" FOR PARKING GARAGE UNIT BUILDING OR "S" FOR STORAGE GARAGE UNIT BUILDING. THE THIRD CHARACTER DESIGNATES THE BUILDING STYLE.

SHEET 7 OF 18 5/15/96

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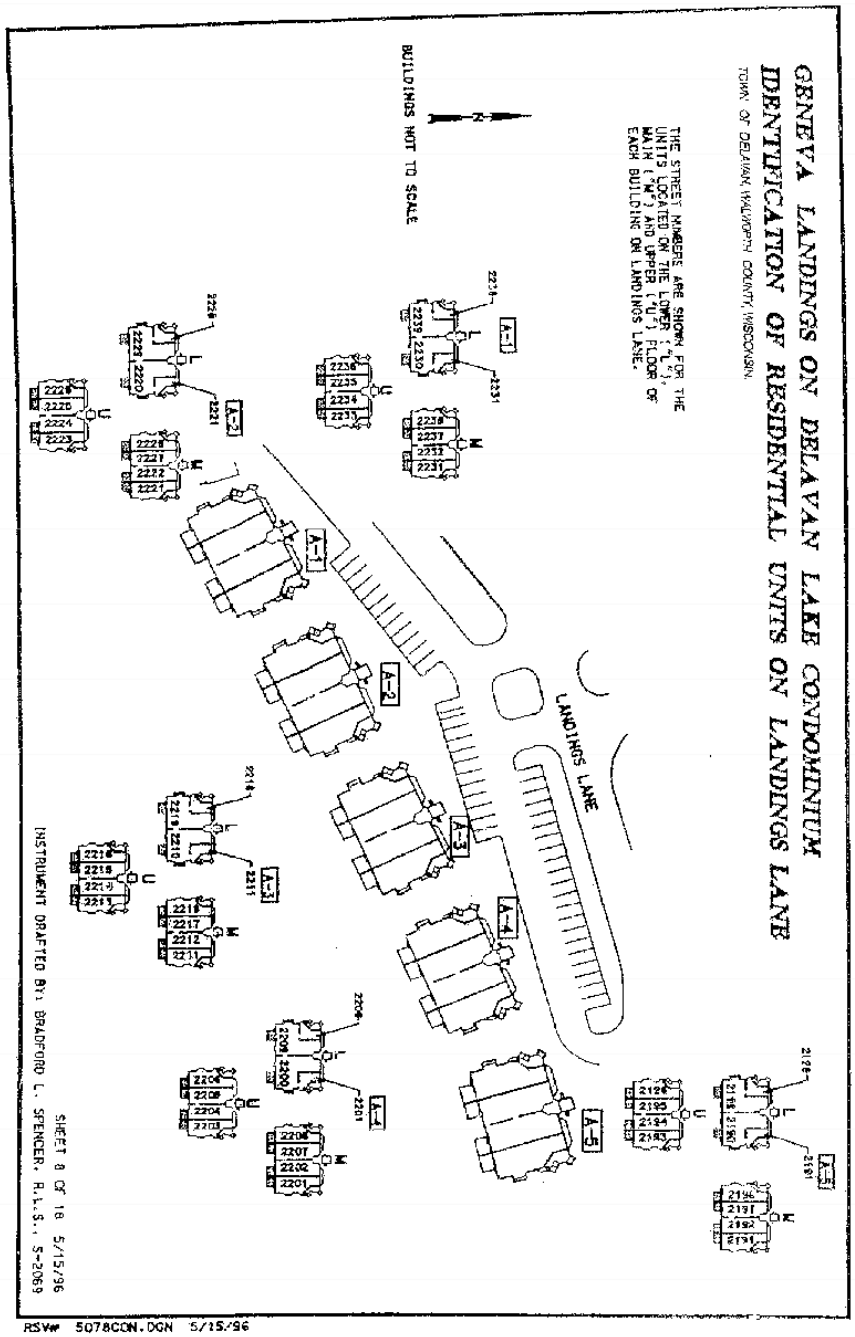
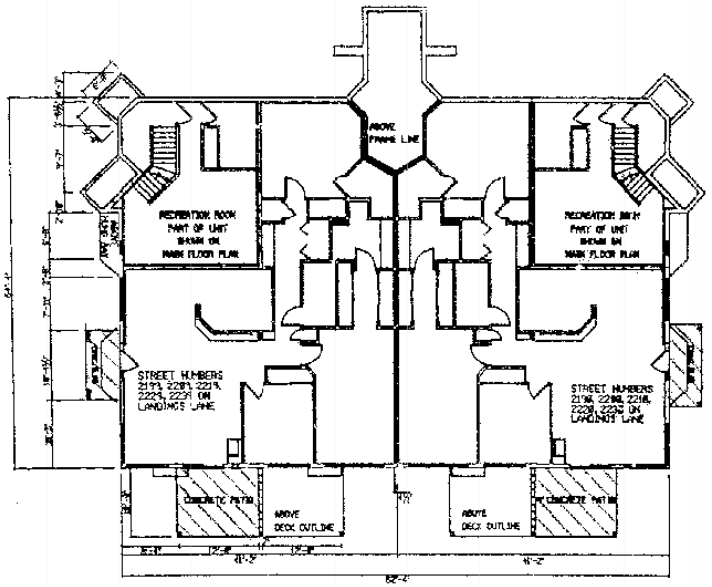
RSV# 5078CON.DGN 5/15/96


GENEVA LANDINGS ON DELAVAN LAKE CONDOMINIUM
IDENTIFICATION OF RESIDENTIAL UNITS ON LANDINGS LANE
TOWN OF DELAVAN, WALWORTH COUNTY, WISCONSIN
THE STREET NUMBERS ARE SHOWN FOR THE UNITS LOCATED ON THE LOWER ("L"), MAIN ("M") AND UPPER ("U") FLOOR OF EACH BUILDING ON LANDINGS LANE.
BUILDINGS NOT TO SCALE
LANDINGS LANE
A-1
A-2
A-3
A-4
A-5
INSTRUMENT DRAFTED BY: BRADFORD L. SPENCER, R.L.S., S-2069
SHEET 8 OF 18 5/15/96
RSVw 5078CON.DGN 5/15/96

VOL 641 PAGE 5679

# GENEVA LANDINGS ON DELAVAN LAKE CONDOMINIUM
## UNIT FLOOR PLANS

TOWN OF DELAVAN, WALWORTH COUNTY, WISCONSIN




SCALE 1" = 10'

LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT SHOWN

UNIT FLOOR PLANS FOR LOWER FLOOR OF RESIDENTIAL BUILDING STYLE "A"

SHEET 9 OF 18 5/15/96

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

RSVW SDTBBLDG.DGN 5/15/96

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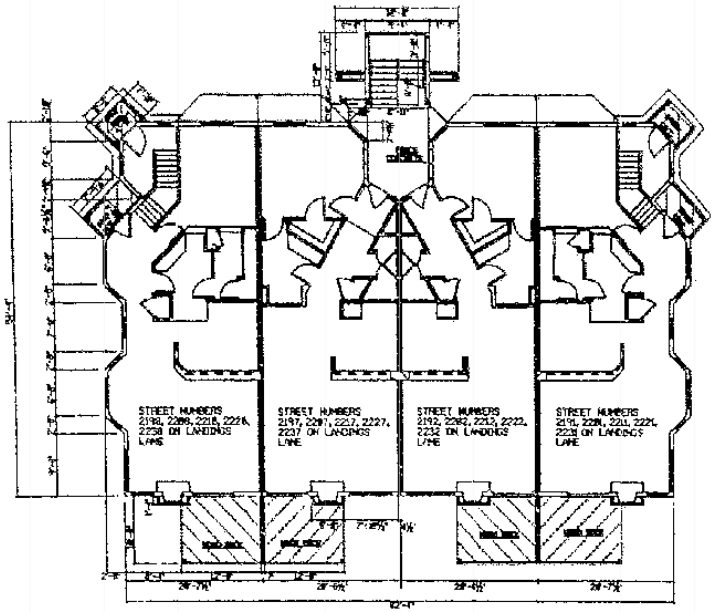
# GENEVA LANDINGS ON DELAVAN LAKE CONDOMINIUM
## UNIT FLOOR PLANS

TOWN OF DELAVAN, WALWORTH COUNTY, WISCONSIN




SCALE 1" = 10'

LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT BELOW

UNIT FLOOR PLANS FOR MAIN FLOOR OF RESIDENTIAL BUILDING STYLE "A"

SHEET 10 OF 18 11/17/95

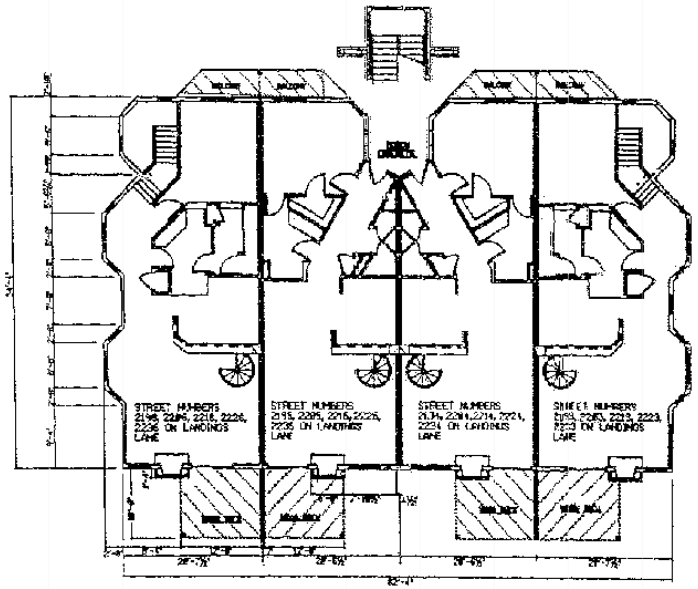
INSTRUMENT DRAFTED BY: BRADFORD L. SPENCER, R.L.S., S-2059

RSVW 5078ELDG.DGN 5/15/96

VOL 641 PAGE 5681

# GENEVA LANDINGS ON DELAVAN LAKE CONDOMINIUM
## UNIT FLOOR PLANS

TOWN OF DELAVAN, WALWORTH COUNTY, WISCONSIN




SCALE 1" = 10'

LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT SERVED

UNIT FLOOR PLANS FOR UPPER FLOOR OF RESIDENTIAL BUILDING STYLE "A"

SHEET 11 OF 18 5/15/96

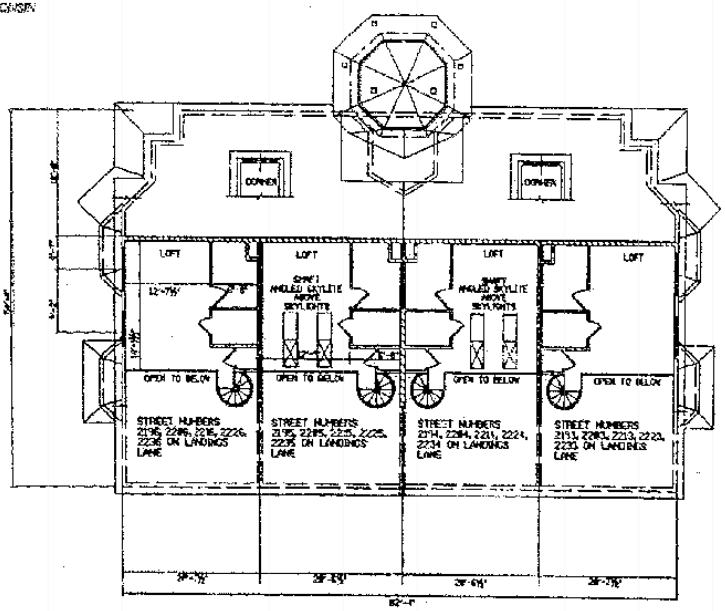
INSTRUMENT DRAFTED BY: BRADFORD L. SPENCER, R.L.S., S-2069

RSV# 5078BLDG.DGN 5/15/96

VOL 641 PAGE 5682

# GENEVA LANDINGS ON DELAVAN LAKE CONDOMINIUM
## UNIT FLOOR PLANS

TOWN OF DELAVAN, WALWORTH COUNTY, WISCONSIN




SCALE 1" = 10'

LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT BELOW

UNIT FLOOR PLANS FOR LOFT OF RESIDENTIAL BUILDING STYLE "A"

SHEET 12 OF 18 5/15/96

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

RSV# 5078BLDG.DGN 5/15/96

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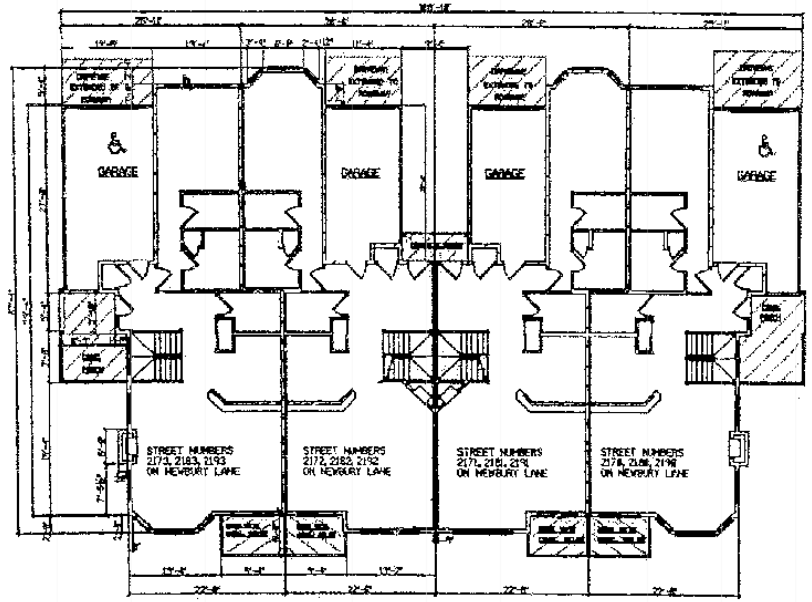
# GENEVA LANDINGS ON DELAVAN LAKE CONDOMINIUM
# UNIT FLOOR PLANS

TOWN OF DELAVAN, WALWORTH COUNTY, WISCONSIN




SCALE 1" = 10'

UNIT FLOOR PLANS FOR MAIN FLOOR OF RESIDENTIAL BUILDING 'B'

SHEET 13 OF 18 5/15/96

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

RSLW 5078BLDG.DGN 5/15/96

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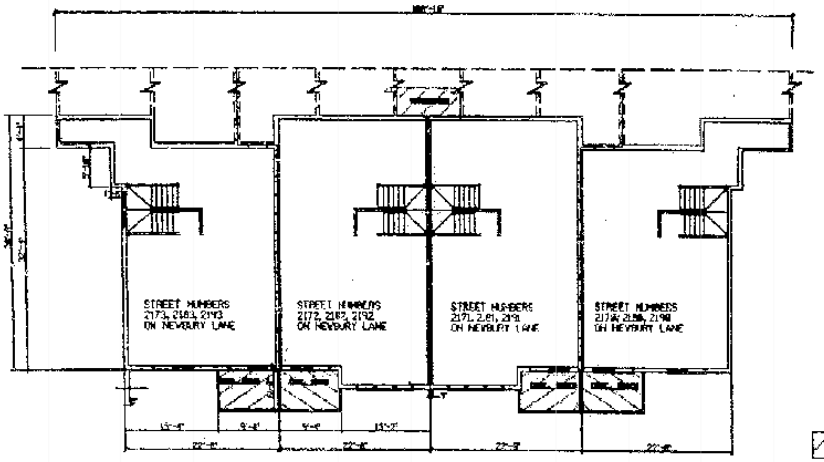
# GENEVA LANDINGS ON DELAVAN LAKE CONDOMINIUM
## UNIT FLOOR PLANS

TOWN OF DELAVAN, WALWORTH COUNTY, WISCONSIN




SCALE: 1" = 10'

LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT (TYP.)

UNIT FLOOR PLANS FOR LOWER FLOOR OF RESIDENTIAL BUILDING 'B'

SHEET 14 OF 18 5/15/96

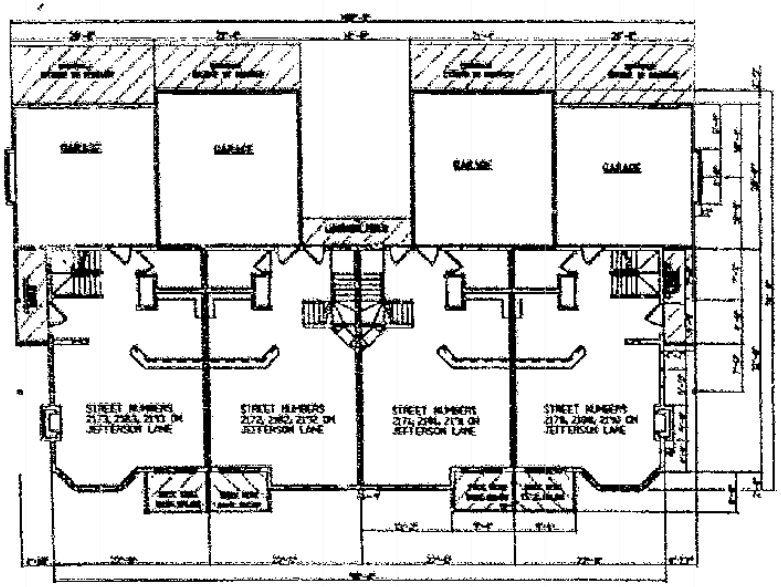
INSTRUMENT DRAFTED BY: BRADFORD L. SPENCER, R.L.S., S-2069

RSVM 507BBLDG.DGN 5/15/96

VOL 641 PAGE 5685

# GENEVA LANDINGS ON DELAVAN LAKE CONDOMINIUM
## UNIT FLOOR PLANS

TOWN OF DELAVAN, WALWORTH COUNTY, WISCONSIN




SCALE 1" = 10'

LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT INDICATED

UNIT FLOOR PLANS FOR MAIN FLOOR OF RESIDENTIAL BUILDING 'C'

SHEET 15 OF 18 5/15/96

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

RSVW 5078BLDG.DGN 5/15/96

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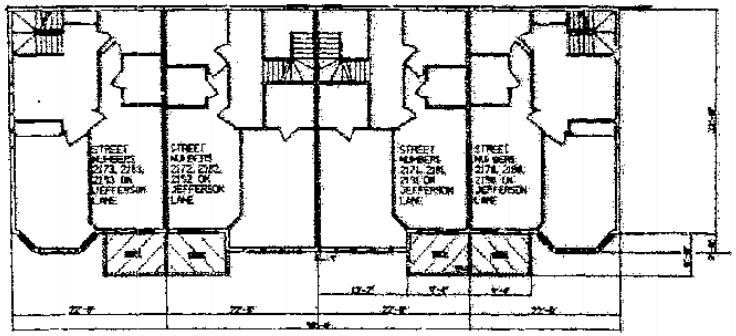
# GENEVA LANDINGS ON DELAVAN LAKE CONDOMINIUM

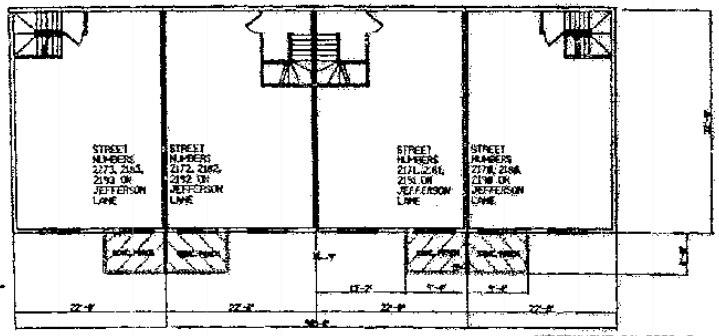
## UNIT FLOOR PLANS

TOWN OF DELAVAN, WALWORTH COUNTY, WISCONSIN

UPPER FLOOR PLAN-
BUILDING 'C'




LOWER FLOOR PLAN-
BUILDING 'C'




SCALE 1" = 10'

UNIT FLOOR PLANS FOR
UPPER AND LOWER FLOOR
OF RESIDENTIAL
BUILDING 'C'

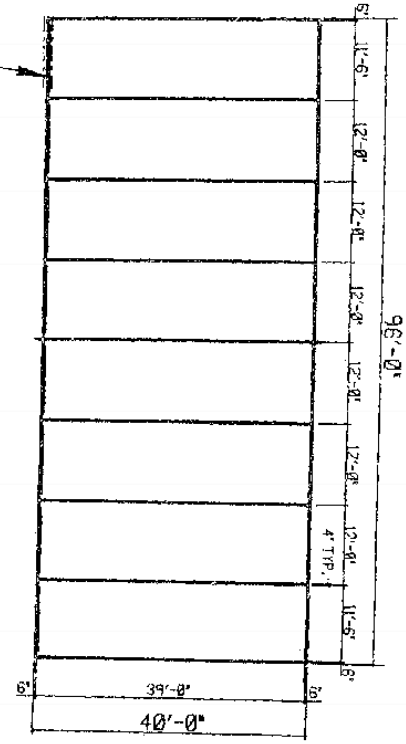
SHEET 16 OF 16 5/15/96

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

RS#: 5078BLDG.DWG 5/15/96

# GENEVA LANDINGS ON DELAVAN LAKE CONDOMINIUM
## STORAGE GARAGE UNIT FLOOR PLANS

TOWN OF DELAVAN, WALWORTH COUNTY, WISCONSIN




STORAGE GARAGE BUILDING SYTLE "A"

STEEL 10'-0" X 12'-0" O.H. DOOR

SCALE: 1" = 10'

SHEET 17 OF 18 5/15/96

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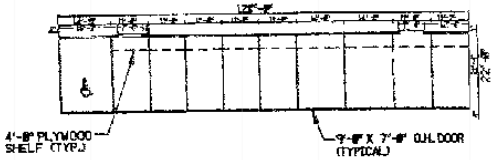
RSV# SGT8BLDG.DGN 5/15/96

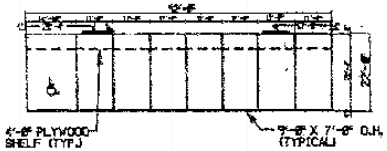
VOL 641 PAGE 5688

# GENEVA LANDINGS ON DELAVAN LAKE CONDOMINIUM
# PARKING GARAGE UNIT FLOOR PLANS

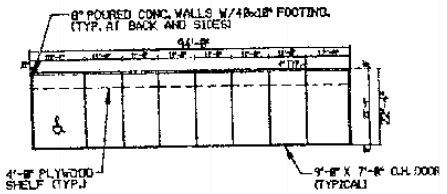
TOWN OF DELAVAN, WALWORTH COUNTY, WISCONSIN



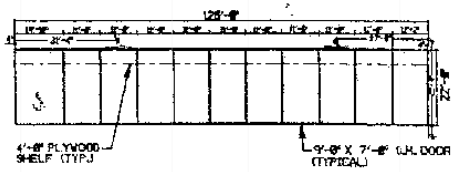

PARKING GARAGE BUILDING STYLE 'D'



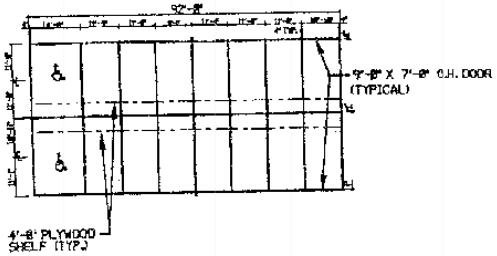

PARKING GARAGE BUILDING STYLE 'G'



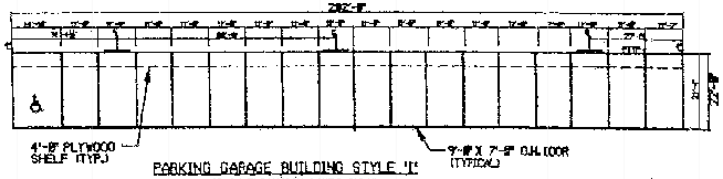

PARKING GARAGE BUILDING STYLE 'E'




PARKING GARAGE BUILDING STYLE 'H'
(USED IN EXPANSION LANDS ONLY)




PARKING GARAGE BUILDING STYLE 'F'




PARKING GARAGE BUILDING STYLE 'I'
(USED IN EXPANSION LANDS ONLY)

SCALE 1" = 20'

SHEET 18 OF 18 5/15/96

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RECORDED IN VOL. 641 PAGE 5650

'96 JUN 17 PM 3 18

LOIS M. KETTERHAGEN
REGISTER OF DEEDS
WALWORTH COUNTY, WI

SEWT 8 of 18

RSV# 5078BLDG.DGN 5/15/96

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**AMENDED AND RESTATED BY-LAWS OF GENEVA LANDINGS ON DELAVAN LAKE CONDOMINIUM ASSOCIATION, INC.**

ARTICLE I

Plan of Unit Ownership

Section 1. Condominium Unit Ownership. The property located in Walworth County, State of Wisconsin (the "Property") known as Geneva Landings on Delavan Lake Condominium (the "Condominium") has been submitted to the provisions of the Wisconsin Condominium Ownership Act by a Declaration of Condominium (the "Declaration") recorded in the office of the Register of Deeds for Walworth County on June 17, 1996, in Vol. 641 commencing at Page 5650 as Document No.332006.

Section 2. Applicability of By-Laws and Definitions. These By-Laws are adopted as the By-Laws of Geneva Landings on Delavan Lake Condominium 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 capitalized terms used herein shall, unless the context or the Declaration requires otherwise, have the same meaning as used or defined in the Wisconsin Condominium Ownership Act.

Section 3. Office and Mailing Address. The office and mailing address of the Association and of the Board of Directors of the Association (the "Board of Directors") shall be as stated on file with the Wisconsin Department of Financial Institutions.

ARTICLE II

Board of Directors

Section 1. Number 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 five persons. Each member of the Board of Directors shall be a Unit Owner or, if a Unit Owner is a partnership, then a general partner of such Unit Owner may be a director and if a Unit Owner or such partner is a corporation, then an officer of such corporation or an agent appointed by the board of directors of such corporation may be a director. If a Unit or Units is/are owned by spouses or domestic partners, the spouses or domestic partners are prohibited from serving as directors at the same time, regardless of the number of Units owned. If a Unit Owner has a delinquent account with the Association, that Unit Owner cannot be elected as a director. If at any time a director becomes delinquent on any payment to the Association, the director is required to resign from his board position (and any officer position held) unless he brings his account current

within ten (10) days' notice from the Board. If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

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 or have been specifically reserved by or to the unit owners. The Board of Directors shall have 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/or a manager at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize.

Section 4. Election and Term of Office. At the annual meeting of the unit owners, Directors shall be elected to serve for a term of two years. Directors' terms shall be staggered such that at least 1/3 of the Directors are elected in each year (2 Directors in each year). 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 a majority 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 other 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 at 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 next annual meeting of the unit owners.

Section 7. 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. Notice of regular meetings of the Board of Directors shall be given to each member of the Board of Directors, by mail or email/other electronic means, at least 48 hours prior to the time of such meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President on 48 hours' notice to each member of the Board of Directors, given by mail or email/other electronic means, which shall state the time, place (whether physical or virtual) 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 one member of the Board of Directors.

Section 9. Waiver of Notice. Any member of the Board of Directors may, at any time, waive 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 of the meeting. 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 10. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the 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. Presence at a Board meeting may be in person, or via phone or video/digital conference. 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 11. Fidelity Insurance. The Board of Directors may obtain fidelity insurance coverage for all officers, directors, trustees and employees of the Association handling or responsible for funds of the Association, including officers, employees and agents of professional managers, as more fully set forth in Article V, Section 2 below. The premiums on such insurance shall constitute a common expense. The insurance shall name the Association as obligee, contain waivers of the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," and shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten days' prior written notice to the Association and each mortgagee or land contract vendor.

Section 12. Compensation. No member of the Board of Directors shall receive any compensation from the Association for acting in such capacity.

Section 13. 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 judgment, failure to adhere to the provisions of the Declaration or these By-Laws, negligence or otherwise, except for their own individual willful 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 by all of the unit owners in accordance with their undivided percentage interests in common elements, and the liability of any single unit owner shall be limited to such 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 as set forth in Article V, Section 2 below.

Section 14. Informal Action and Telephonic Meetings. 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 provided by all of the directors entitled to vote with respect to the subject matter. Such consent may be provided via email or other electronic means, and shall have the same force and effect as a unanimous vote. Regular and special meetings may be held by telephonic or video/digital conference.

## ARTICLE III

## Unit Owners

Section 1. Annual Meetings. The annual meetings of the unit owners shall be held mid-June of each year. At such meetings the Board of Directors shall be elected by ballot of the unit owners in accordance with the requirements of section 4 of Article II of these By-Laws. The unit owners may transact such other business at such meetings as may properly come before them.

Section 2. Place of Meeting. Any meetings of the unit owners shall be held at the principal office of the Association or at such other suitable place, physical or virtual, 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 25% of the total 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 or email/electronically deliver to each unit owner of record a notice of each annual or special meeting of the unit owners, at least ten but not more than 20 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, the email/electronic address provided, or at such other address as such unit owner shall have designated by notice in writing to the Secretary.

Section 5. Adjournment of Meetings. Any meeting of unit owners at which a quorum has or has not attended may be adjourned at the option of the unit owners by vote of a majority of the

authorized votes of the unit owners who are present, either in person, electronically, or by proxy, at such meeting. Any meeting which has been adjourned by the unit owners because of the lack of a quorum may be reconvened at such time as a quorum is obtained, without further notice. At such a reconvened meeting at which a quorum is present, either in person, electronically, or by proxy, any business may be transacted which might have been transacted at the meeting as originally notified.

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, limited liability company or partnership, or in the name of a fiduciary.

Section 7. Voting. There shall be one vote in the Association appurtenant to each unit. Each unit owner shall furnish the Association with his name and current mailing address and email/electronic address. No unit owner may vote at meetings of the Association until this information is furnished. 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 vote 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. Proxies may be provided to the Secretary via email or other electronic means. Any such proxy shall be effective only for a maximum period of 180 days following its issuance unless granted to a mortgagee, land contract vendor or lessee of a unit. 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 persons, the vote appurtenant to their unit may be cast by any one joint owner; provided, however, that if any joint owner protests promptly the casting of such vote to the person presiding over the meeting or files a written statement with the Secretary stating that thereafter the vote must be cast pro rata in accordance with each joint owner's interest in the unit, then such vote shall thereafter be cast pro rata by the joint owners in accordance with their interests in the unit. Where the unit is sold under a land contract. the land contract vendee shall be entitled to vote the vote appurtenant to said unit (where there are two vendees, they shall be considered joint owners). Notwithstanding the provisions of this section, if the Association has recorded a statement of condominium lien on a unit and the amount necessary to release the lien has not been paid at the time of the meeting, the owner(s) of such unit may not vote at any meeting of the Association.

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, electronically, or by proxy and voting at any meeting of the unit owners, determined in accordance with the provisions of section 7 of this Article III.

Section 9. Quorum. Except as otherwise provided in these By-Laws, the presence in person, electronically, or by proxy of unit owners having 33-1/3% of the total authorized votes of all unit 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 poses except where a higher percentage vote is required by law, by the Declaration or by these By-Laws.

Section 11. Action without a Meeting by Written Ballot. Any action required or permitted by any provision of the Wisconsin Nonstock Corporation Law, the Declaration, the Articles of Incorporation, or these By-Laws to be taken by the vote of the unit owners may be taken without a meeting if the Association delivers a written ballot to every unit owner entitled to vote on the matter. The written ballot may be delivered to the unit owner by any of the methods set forth in Article III, Section 4 above. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors, and the time by which the ballot must be received by the Secretary or property manager of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Ballots may be delivered to the Secretary or property manager via email. Once received by the Secretary or property manager of the Association, a written ballot may not be revoked.

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. Land contract vendors shall not be members; land contract vendors shall be members. Membership shall be appurtenant to and may not be separated from ownership of any unit.

(b) Transfer of membership in the Association shall be established by the recording in the office of the Register of Deeds for Walworth County of a deed or other instrument establishing a change of record title to a unit or the recording in said office of a land contract. A certified copy of such instrument or land contract shall be delivered to the Association by the transferee or vendee. The transferee designated by such instrument or the vendee shall thereby become a member of the Association and the membership of the prior owner or vendor shall thereby be terminated. Until such delivery the transferee or vendee shall not be entitled to vote as a member of the Association and shall not be entitled to notice of meetings of unit owners. The Association shall maintain a current roster of names and addresses (mailing and email/electronic) of every unit owner to whom notice of meetings of the Association must be sent. Upon the conveyance of a unit, the transferor of such a unit shall pay to the Association on or before the closing of such transfer a transfer assessment of $100 (or such other amount as shall be established by the Board of Directors). Such assessment shall cover the cost of updating the Association's records and shall constitute a common expense that has been specially assessed

against the transferred unit. The Association shall have the right to enforce collection of such assessment as set forth in Article V of these By-Laws.

## ARTICLE IV

### Officers

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

Section 2. Election of Officers. Officers shall be elected annually by the Board of Directors 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 cause, and his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the unit owners and of the Board of Directors. He 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 but not limited to the power to appoint from among the unit owners any committee which he decides is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able 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 him by the Board of Directors or by the President.

Section 6. Secretary. The Secretary 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. The Secretary shall count the votes at meetings of the Association. The offices of Vice President and Secretary may be held by the same person.

Section 7. Treasurer. The 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 8. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association may be executed by the President of the Association or by such other person or persons as may be designated by the Board of Directors.

Section 9. Compensation of Officers. No officer shall receive any compensation from the Association for acting as such.

Section 10. Liability of the Officers. The officers shall not be liable to the unit owners for any mistake of judgment, failure to adhere to the provisions of the Declarations or these By Laws, negligence or otherwise, except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each officer against all contractual liability to others arising out of contracts made by the officers on behalf of the Association unless such contract shall have been made in bad faith. It is intended that the officers 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 an officer or officers or out of the indemnity in favor of the officers shall be shared by all of the unit owners in accordance with their undivided percentage interests in the common elements, and the liability of any single unit owner shall be limited to such proportionate share of the total liability. At the option of the Board of Directors, officers or directors and officers' liability insurance may be obtained and shall be paid for as a common expense.

## ARTICLE V

## Operation of the Property

Section 1. Determination of Common Expenses. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Property, determine the amount of the common expenses for the forthcoming year and allocate and assess such common expenses against the unit owners as provided in Section 8 of the Declaration. The assessment for common expenses for the entire year shall be effective as of January 1 of each year but shall be payable in monthly installments. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of section 2 of this Article V. The common expenses shall also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the Property, including without limitation maintenance, repair and replacement obligations under easements affecting the Property, an amount for working capital,

for a reserve fund for the periodic maintenance, repair and replacement of common elements and limited common elements based upon the estimated remaining useful life of such elements, for a reserve for contingencies, and for making up any deficit in the common expenses for any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners, of any unit whose owner has elected to sell or lease such unit or of any unit which is to be sold at a foreclosure or other judicial sale. The Board of Directors shall prepare separate budgets for expenses relating solely to the Buildings containing the storage garage units and solely to the Buildings containing the parking garage units, including the insurance premiums for such units and reserves for maintenance, repair and replacement of the Buildings containing such units. Based upon such separate budgets, the common expenses relating to the storage garage units and the parking garage units shall be assessed against the owners of storage garage units and parking garage units as provided in Section 8 of the Declaration.

The Board of Directors shall advise each unit owner in writing of the amount of common expenses payable by him and shall furnish copies to all unit owners of each budget on which such common expenses are based. If the actual expenses of the Association exceed the budgeted expenses, or in the event of special circumstances requiring additional funds with respect to one or more units, the Board of Directors shall be empowered to meet whenever necessary and to assess additional common expenses or special assessments against one or more of the unit owners which shall be payable as the Board of Directors directs.

Section 2. Insurance

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

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

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

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

Such other insurance, including cyber or automobile insurance, as it deems necessary.

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

(d) Unit Owner Insurance. The Unit Owners shall be responsible for and shall obtain insurance coverage for:

The personal property within the Unit;

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

Loss assessment coverage, at a minimum limit of the maximum amount that the insurer will cover of the Association's master policy deductible(s); Special perils contents coverage; and Sewer backup and sump pump failure coverage.

Section 3. Repair and Reconstruction After Damage.

(a) In the event of any damage to or destruction of the Property in an amount equal to or less than 20% of the replacement cost of the improvements on the entire Property, whether or not the insurance proceeds, if any, are sufficient to complete repair or reconstruction, the Board of Directors is authorized to and shall arrange for the prompt repair and reconstruction of such damaged portion of the Property and the Board of Directors shall disburse any insurance proceeds to the contractors engaged in such repair and reconstruction in appropriate progress payments. Any cost of such repair and reconstruction in excess of the insurance proceeds shall be a common expense and the Board of Directors may assess the unit owners for such deficit as part of the common expenses.

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 these By-Laws and Chapter 181 of the Wisconsin Statutes and shall constitute the unit owners and the Association to repair or reconstruct as required by the Wisconsin Condominium Ownership Act. If, notwithstanding the foregoing provisions, such a determination is submitted to the vote of the unit owners, then the affirmative vote of one unit owner shall be sufficient to determine to repair or reconstruct.

(b) In the event the Property is destroyed or damaged in an amount in excess of 20% of the replacement cost of the entire Condominium, and insurance proceeds, if any, constitute less than 80% of the cost of completing repair or reconstruction, the Association by vote of at least 75% of all unit owners may determine within 90 days after such damage or destruction not to proceed with repair or reconstruction. If the Association determines to repair or reconstruct, or if the Association fails to vote within 90 days after such damage or destruction as to whether to repair or reconstruct, the Board of Directors shall arrange for such repair or reconstruction in accordance with subparagraph (a) of this section. If the Association determines not to repair or reconstruct, the Property shall be deemed to be owned in common by the unit owners in proportion to their respective undivided percentage interests in the common elements and shall be subject to an action for partition at the suit of any unit owner, in which event the net proceeds of sale, together with the net insurance proceeds, shall be divided by the Board of Directors, or the insurance trustee, as the case may be, among all the unit owners in proportion to their respective undivided percentage interests in the common elements, after first paying out of the share of each unit owner, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each unit owner.

(c) In the event the Property is destroyed or damaged in an amount in excess of 20% of the replacement cost of the entire Condominium and insurance proceeds are equal to or greater than 80% of the cost of completing repair or reconstruction, the Board of Directors is authorized and shall arrange for such repair or reconstruction in accordance with subparagraph (a) of this section. 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 these By-Laws and Chapter 181 of the Wisconsin Statutes and shall constitute the determination by the unit owners and the Association to repair or reconstruct as required by Wisconsin Condominium Ownership Act. If, notwithstanding the foregoing provisions, such a determination is submitted to the vote of the unit owners, then the affirmative vote of one unit owner shall be sufficient to determine to repair or reconstruct.

Section 4. Payment of Common Expenses. All unit owners shall be obligated to pay the common expenses assessed by the Board of Directors pursuant to the provisions of section 1 of this Article at such time or times and in such manner as the Board of Directors shall determine, including automatic withdrawals from the unit owners' checking accounts into a designated depository. A late charge may be imposed by the Board of Directors in an amount set in the Rules and Regulations against a unit owner if any balance in common expenses remains unpaid more than five days after payment is due.

No unit owner shall be liable for the payment of any part of the common expenses assessed against his unit subsequent to a sale, transfer or other conveyance by him thereof (made in accordance with the provisions of section 1, Article VII of these By-Laws). A purchaser of a unit shall be liable for the payment of common expenses assessed against such unit prior to the acquisition by him of such unit except that if the Association or Board of Directors furnishes a statement pursuant to section 703.165 of the Wisconsin Condominium Ownership Act, such liability shall be limited to the amount set forth therein.

Each unit owner shall be obligated to pay common expenses hereunder notwithstanding the fact that he may have a pending dispute with the Association or the Board of Directors on any matter.

Section 5. Collection of Assessments. The Board of Directors shall take prompt action to collect from a unit owner any assessment due which remains unpaid by him for more than 30 days from the due date for its payment.

Section 6. Default in Payment of Common Expenses. In the event of default by any unit owner in paying to the Board of Directors the assessed common expenses, such unit owner shall be obligated to pay late fees and interest at the rate set forth in the Rules and Regulations, on such common expenses from the due date thereof, together with all expenses, including actual attorneys' fees, incurred by the Board of Directors in any proceeding brought to collect such unpaid common expense. The Board of Directors shall have the right and duty to attempt to recover such common expenses, together with late fees and interest thereon, and the expenses of the proceedings, including actual attorneys' fees, in an action brought against such unit owner, and/or by foreclosure of the lien on such unit granted by section 703.165 of the Wisconsin Condominium Ownership Act. The Board of Directors shall also have the right to prohibit such unit owner from voting at a meeting of the Association if the Association has recorded a statement of condominium lien on such unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 7. Foreclosure of Liens for Unpaid Common Expenses. In any action brought by the Board of Directors to foreclose a lien on a unit because of unpaid common expenses, the unit owner shall continue to be responsible for assessments as they come due during the pendency of the foreclosure, and the same shall be added to and included in the lien filed against the unit.The Association or the Board of Directors, acting on behalf of all unit owners, shall have power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same after such purchase. A suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

Section 8. Statement of Common Expenses. The Board of Directors shall promptly provide any unit owner, who makes a request in writing, with a written statement of his unpaid common expenses.

Section 9. Abatement and Enjoining of Violations and Fines. The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Law contained herein, any provision of the Declaration or the Wisconsin Condominium Ownership Act, 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 expense of the defaulting unit owner, any thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof (provided, however, that the Board of Directors shall not have the right to alter or demolish items of construction), and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; and/or (b) to fine for the violation in accordance with the Rules and Regulations; and/or (c) to enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

Upon a determination by the Board of Directors that a violation has occurred, the Board of Directors may, without limiting any other rights set forth in the By-Laws, restrict the right of the defaulting unit owner to the use of portions of the common elements and/or impose a fine against the defaulting unit owner as set forth in the Rules and Regulations. When imposed, such fine shall constitute a special assessment against the unit owner's unit and if unpaid may be foreclosed against the owner's unit in accordance with Article V, section 7 of these By-Laws.

Section 10. Grievance Procedure. There shall be a Grievance Procedure set forth in the Rules and Regulations.

Section 11. Maintenance and Repair.

(a) All maintenance of and repairs to any unit, structural or nonstructural, ordinary or extraordinary shall be made by the owner of such unit (unless such repairs also require repairs or intrusions into the common elements or another unit). Each unit owner shall be responsible for the cleaning, maintenance and repair of all doors and windows appurtenant to his unit provided however, the Association may elect to require all maintenance and repair of doors and windows to be performed by the Association and the cost of thereof assessed to the owner of the unit served

by such windows and doors. Each unit owner shall be responsible for all damages to any other unit or to any common or limited common element resulting from his negligence, misuse, misconduct or neglect, except to the extent such damages may be caused by a peril for which insurance coverage is maintained by the Association.

If a unit owner fails to maintain his unit in a manner consistent with the standards of maintenance of the Condominium, the Association may, upon 30 days' written notice to such unit owner, proceed to arrange for the necessary maintenance or repair of the unit. All costs incurred by the Association shall constitute a common expense which shall be specially assessed solely against the affected unit and the Association shall take such steps as are permitted or required by these By-Laws to enforce payment of such special assessment.

(b) All maintenance, repairs and replacements to the common elements shall be made by the Association and be charged to all the unit owners as a common expense (unless necessitated by the negligence, misuse, misconduct or neglect of a unit owner, in which case such expense shall be charged to such unit owner). All maintenance, repairs and replacements to the limited common elements shall be made by the Association and the costs therefor shall be specially assessed against only the unit or units to which such limited common elements are appurtenant or against the unit owner whose negligence, misuse, misconduct or neglect necessitated such maintenance, repair or replacement. All maintenance, repairs and replacements to a unit that also require repairs or intrusions into the common elements or another unit shall be made by the Association and the costs therefor shall be specially assessed against the affected unit or units or against the unit owner whose negligence, misuse, misconduct or neglect necessitated such maintenance, repair or replacement. The Association shall maintain the storm sewer system and detention ponds serving the Property to their designed capacities and operating capabilities or, if the Association fails to maintain such systems, the Town of Delavan may maintain the storm water management system and assess the common elements for the cost thereof. The Association shall also be responsible for snow removal from all roads and driveways as necessary. Each unit owner shall be responsible for snow removal from limited common element walkways.

Section 12. Use of Property. In order to provide for congenial occupancy of the Property and for the protection of the values of the units, the use of the Property shall be subject to the following limitations:

(a) The units shall be restricted to residential use.

(b) The common and limited common elements shall be used only for the purposes for which they are reasonably suited and which are incidental to the use and occupancy of units.

(c) No nuisances or noxious odors shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

(d) No unlawful use shall be made of the Property or any part thereof, and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be

complied with. Such compliance shall be accomplished at the sole expense of the unit owner(s) concerned or the Association; whichever shall have the obligation to maintain or repair such portion of the Property.

(e) No tree or bush or other vegetation shall be removed from a common area without the prior written approval of the Board of Directors. The removal of logs or wood from any portion of the Property is prohibited.

(f) All trash, garbage or other wastes shall be disposed of pursuant to Town of Delavan ordinances and any supplemental rules and regulations adopted by the Board of Directors.

(g) No trailer, tent, shack, garage, barn or other outbuilding, or living quarters of a temporary character, shall be permitted on any part of the Property at any time. There shall be no camping on the Property at any time.

(h) Except with the prior permission of the Board of Directors, no commercial trucks, buses, trailers, campers, snowmobiles, boats or vehicles (other than passenger cars, station wagons, or similar private vehicles) shall be parked on the Property (other than inside storage garage units, parking garage units or in storage parking spaces, subject to the Association's rules and regulations) for purposes other than in the normal course of construction or for services rendered to a unit.

(i) No animals, livestock, or poultry of any kind shall be raised, bred or kept on the Property, except in accordance with the Rules and Regulations.

(j) Patios and decks shall not be used for storage of any items nor for the drying of laundry. Nothing shall be placed on a patio or deck which exceeds its structural capacity.

(k) A unit owner may not install any outside lights, wherever located, without the consent of the Design Review Committee, as set forth in this Article.

(l) No pesticide, herbicide, fertilizer, oil, gas or other hazardous or noxious materials shall be used or released on the common elements, including without limitation, the boat slips and piers, in any manner which may result in such materials entering Delavan Lake.

(m) Unit owners shall comply with all Easements and Restrictions, as defined in section 11(j) of the Declaration.

Section 13. Additions, Alterations or Improvements by Board of Directors. Whenever in the judgment of the Board of Directors the common and limited common elements shall require additions, alterations or improvements costing in excess of 15% of the annual operating budget, and such expenditure would constitute a common expense to be assessed against all unit owners, the Board of Directors may proceed with such additions, alterations or improvements (and shall assess all unit owners for the cost thereof as a common expense) only after first obtaining the

approval of a majority of unit owners. Any additions, alterations or improvements costing 15% of the annual operating budget or less (with such expenditures constituting a common expense) may be made by the Board of Directors without approval of the unit owners. The limitations set forth in this section shall not apply to additions, alterations or improvements to the common elements required by a casualty or other cause for which insurance proceeds are available or which would constitute a special assessment against fewer than all of the unit owners, and shall not apply to the repair or replacement of existing common or limited common elements.

Section 14. Structural Additions, Alterations or Improvements by Unit Owners. A unit owner may make additions, improvements or alterations within his unit which do not impair the structural integrity or lessen the support of any portion of the Property. No unit owner shall make any change in, nor affix anything to, the exterior of his unit or of any portion of the Property (including the planting of trees and shrubs in any portion of the common or limited common elements) without the prior written approval of the Design Review Committee, described below, except that a unit owner may plant flowers and other vegetation within five feet of the exterior walls of his unit without such prior approval. The Board of Directors and the Association 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 additions, alterations or improvements.

Section 15. Architectural and Design Control.

(a) A Design Review Committee consisting of three or more persons shall be appointed by the Board of Directors and shall be responsible to the Board. The Design Review Committee shall regulate the external design and appearance of the units and the design, appearance and location of improvements to the common areas and limited common areas in such a manner as to promote those qualities in the environment which bring value to the Property and foster the attractiveness and functional utility of the Condominium as a place to live, including a harmonious relationship among structures, vegetation and topography.

(b) Except as otherwise specifically provided in the Declaration or these By Laws, no building, fence, wall, hot tub, exterior lighting, structure or projection from a structure (whether of a temporary or permanent nature, or whether or not affixed to a unit or to any other structure or to the ground) shall be commenced, erected, maintained, improved or altered, nor shall any grading, excavation, tree removal or planting be done in the common or limited common areas, nor shall any change of exterior color or other work which in any way alters the exterior appearance of any unit, common area or limited common area be done, without the prior written approval the Design Review Committee regarding (i) the harmony of its exterior design and location in relation to, and its effects upon, surrounding structures, vegetation, topography, and the overall community design of the Property, (ii) the character of the exterior materials and (iii) quality of the exterior workmanship.

(c) The Design Review Committee shall, subject to the approval of the Board of Directors, develop and promulgate policy guidelines for the application of the design review provisions set forth herein. The policy guidelines shall include review procedures, aspects and

objectives of review, and principles and criteria used as standards in determining the achievement of the required objectives. The policy guidelines may also include specific design-practices that, though optional, are generally acceptable methods for achieving the required objectives, in particular design problems frequently encountered in the Property. The policy guidelines are intended to assist the Design Review Committee and the unit owners in the ongoing process of community design. They may be modified and supplemented from time to time, on due notice to the unit owners and subject to the approval of the Board.

(d) In the event the Design Review Committee fails to approve or disapprove in writing an application within 60 days after the plans and specifications in writing have been submitted to it by a unit owner, in accordance with adopted procedures, approval will be deemed granted. An applicant may appeal an adverse Design Review Committee decision to the Board of Directors, who may reverse or modify such decision by a two-thirds vote of those Directors present and voting at a meeting at which a quorum is present.

Section 16. Water Charges. Water service shall be supplied to all of the units and the common elements either by private community wells or shared wells. Such community wells or shared wells shall be common elements and the costs of operating the same shall be assessed against all residential unit owners equally as a common expense. The units and the common elements shall not be separately metered under such a system.

Section 17. Electricity and Gas. Electricity and gas required to service the units and the common elements shall be supplied by the public utility companies serving the area, and shall be separately metered for each unit. Each unit owner shall be responsible for electricity and gas consumed or used in or in connection with his unit. Expenses for electricity and gas consumed or used in or in connection with the common elements shall be paid as a common expense.

Section 18. Sewer Charges. Sewer service shall be provided to the Property by the Delavan Sanitary District and each unit owner will be separately charged for such service by the Delavan Sanitary District. Sewer service for the common elements shall be a common expense.

Section 19. Rules of Conduct. Rules and regulations concerning the use of the units and the common and limited common elements 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 20. Right of Access. A unit owner shall grant a right of access to his unit and its appurtenant limited common elements to the Board of Directors, the manager, the managing agent, and any other person authorized by the Board of Directors, to make inspections, to correct any condition originating in his unit and threatening another unit or the common or limited common elements, to install, alter or repair mechanical or electrical services or other common or limited common elements in his unit or elsewhere in the Building, and to correct any condition which violates the provisions of any mortgage covering another unit. Requests for such entry shall be made in advance and such entry shall be scheduled for a time reasonably convenient to the unit owner. However, in case of an emergency, such right of entry shall be immediate,

whether the unit owner is present at the time or not.

Section 21. Rental of Common Elements. The Association shall rent to unit owners the boat slips and the storage parking as shown on the Condominium Plat. The Board of Directors shall determine the rental rates, rental terms and procedures for rental of boat slips and storage parking. The rental rate for boat slips and charges for boating-related services shall be established with the intent that such revenue shall cover all expenses associated with the boat slips and boating-related services, which may include rental of off-site boat slips. Any shortfall of boat slip rental revenue shall be common expense and any excess rental revenue from the boat slips or outdoor storage shall be applied to the common expense budget or to establish reserves, as determined by the Board of Directors. The Board of Directors shall promulgate rules and regulations governing the use of the boat slips and outdoor storage which may, among other items, establish rental procedures and designate certain boat slips or storage spaces for daily use or daily rental.

Section 22. Bulk Service Agreements. The Board shall have the power and authority to enter into bulk service agreements for services to the individual units for the overall cost benefit of the units as a whole, including, but not limited to, cable and internet, at the Board's discretion. If within thirty (30) days from the date of written notice to the Owners outlining the merits of any such bulk service agreement at least 25 percent of the Owners shall file with the Board a written objection thereto, then such bulk services agreement shall be deemed rescinded until approved by the voting members of at least two-thirds (2/3) of the Owners.

Section 23. Borrowing Money; Acquiring and Conveying Property. The Board shall have the power to borrow money, acquire and convey property in the Association's name only with the prior approval of the voting members of at least two-thirds (2/3) of the Owners; all deeds, notes, mortgages or any other such document incident to this enumerated power shall be signed by the Treasurer and countersigned by the President of the Association.

## 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 his unit shall immediately notify the Board of Directors,~~–~~upon request, of the name and address of his mortgagee. The Board of Directors shall maintain any such information obtained in ~~t~~the Association records.

Section 3. Rights of Mortgagees. As to any mortgagee of a unit or insurer or guarantor of any unit mortgagee (referred to below, collectively, as the "mortgagee") which has notified the Association in writing delivered or mailed by certified mail to the place of service of process stated in section 8 of the Declaration that it desires to receive notice of the following matters:

(a) The Board of Directors shall give the mortgagee written notice by mail of the call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to the Declaration, the Articles or the By-Law

(b) The Board of Directors shall give the mortgagee by mail a copy of the notice of default which is given to any unit owner on any failure to comply with or violation of any of the provisions of this Declaration, the Articles, the By-Laws and rules and regulations promulgated thereunder, and any amendments thereto, simultaneously with the giving of required notice to any unit owner which shall be not later than 30 days after such failure;

(c) The Board of Directors shall notify the mortgagee of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) The Board of Directors shall notify the mortgagee of physical damage to structure, fixtures or equipment of a unit in an amount exceeding $10,000 when such damage is known to the Board of Directors and shall notify all mortgagees if common elements of the Condominium are damaged in an amount exceeding $20,000. The Board shall also notify the mortgagee in writing of any condemnation proceedings concerning the Property; and

(e) The Board of Directors shall permit the mortgagee to examine during normal business hours books and records of the Association (including current copies of the Declaration, these By-Laws and all rules and regulations promulgated thereunder) and upon request shall furnish the mortgagee annual reports and such other financial data (including audited financial statements) as it sends to unit owners.

Section 4. Land Contracts. For purposes of this Article VI and elsewhere in these By Laws, land contract vendors and vendors shall have the same rights as mortgagees and mortgagors, respectively.

## ARTICLE VII

### Sales and Leases of Units

Section 1. Sales. Unit Owners may sell their units or any interest therein provided the provisions of this Article are complied with. A unit owner shall notify the Association of the pending sale of his unit at least 21 days prior to the date of the closing of such sale, and shall supply the Association with the names of the prospective purchasers. A unit owner's sale of his unit shall include the sale of (a) the undivided percentage interest in the common and limited common elements appurtenant thereto; (b) the interest of such unit owner in any units theretofore acquired by the Association, or its designee, on behalf of all unit owners, or the proceeds of the sale or lease thereof, if any; and (c) the interest of such unit owner in any other assets of the Association ((a), (b) and (c) hereinafter collectively called the "appurtenant interests").

Section 2. No Severance of Ownership. No unit owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his unit without including therein the appurtenant interests, it being the intention hereof to prevent any severance of such combined Ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interests of any unit may be sold, transferred, or otherwise disposed of, except as a part of a sale, transfer or other disposition of the unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the appurtenant interests of all units.

Section 3. Financing of Purchase of Units by Association. Acquisition of units by the Association or its designee, on behalf of all unit Owners, may be made from the working capital and assessments for common expenses in the hands of the Board of Directors, or if such funds are insufficient, the Association may borrow money to finance the acquisition of such unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the unit so to be acquired by the Association. Title to any real or personal property acquired by the Association shall be taken in the name of the Association.

Section 4. Waiver of Right of Partition with Respect to Units Acquired by Association. In the event that a unit shall be acquired by the Association or its designee, on behalf of all unit owners as tenants in common, all such unit owners shall be deemed to have waived all rights of partition with respect to such unit.

Section 5. Leases and Rental. Unit owners may rent their residential units however, no lease or rental for a term of less than 90 days is permitted. Unit owners may only rent their storage garage units or parking garage units to the owner or tenant of a residential unit. Unit owners may lease their units themselves, through a third-party rental agent or through any rental service organized by the Association. A unit owner shall provide the Association's property manager a copy of the rental lease, including the name, phone number and email address of all tenants who lease a unit together with the commencement and termination dates of the lease, within 5 business days after entering into or renewing the lease. If a unit is leased, occupancy is only allowed to the lessee and the unit may not be occupied by anyone else unless the lessee is co-occupying. Any unit owner leasing his unit must comply with state, municipal, and county regulations, and is responsible for ensuring that the lessee is furnished with a copy of all current governing condominium documents

Section 6. Payment of Assessments. No unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his unit unless and until he has paid in full to the Association all unpaid common expenses therefore assessed by the Board of Directors against his unit.

Section 7. Ownership of Storage Garage Units and Parking Garage Units. Storage garage units and parking garage units shall be owned only by owners of residential units. Upon the sale of a residential unit, a unit owner shall sell any storage garage unit(s) or parking garage unit(s) owned by the seller to the purchaser of their residential unit or to another owner of a residential unit.

## ARTICLE VIII

## Condemnation

Section 1. Common Elements. In the event of a taking in condemnation or by eminent domain of part or all of the common elements of the Property exclusive of any of the units, the award made for such taking shall be payable to the Association if such award amounts to $10,000 or less, otherwise it shall be payable to the insurance trustee. The Association shall promptly undertake to restore the common elements. The proceeds of the award shall be disbursed to effect such restoration and any costs in excess of the award shall be a common expense. The Board of Directors shall effect such restoration in accordance with paragraph (a) of section 3, Article V of these By-Laws. If restoration is not undertaken or if the proceeds of the award exceed the cost of restoration, the proceeds (or excess proceeds) of the award shall be disbursed to the unit owners in proportion to their respective undivided percentage interests in the common elements.

Section 2. Units. In the event of a taking in condemnation or by eminent domain of any of the units exclusive of the common elements, or of any of the units and a portion of the common elements, the Association by vote of a majority of the unit owners of the Condominium within 90 days of payment of the award (or other payment if conveyed in lieu of such taking) shall determine whether to permit repair or reconstruction of the units and common elements affected. If the Association determines to permit repair or reconstruction and the unit owners affected unanimously elect to undertake repair or reconstruction of their units, the Board of Directors shall effect such repair or reconstruction in accordance with paragraph (a) of section 3, Article V of these By-Laws, except that any cost of repair or reconstruction of units in excess of the award shall be the sole expense of the owners of such units. If the Association determines not to repair or reconstruct or fails to vote within said 90-day period or the unit owners affected do not unanimously elect to repair or reconstruct, the entire net proceeds shall be disbursed to those unit owners whose units have been taken in proportion to their respective undivided percentage interests in the common elements. If any such unit owner is in default in paying common expenses, the amount of said common expenses shall be deducted from his share of the proceeds. Upon receipt of his share of the proceeds, each unit owner shall execute a release, in form satisfactory to the Association, of his undivided percentage interest in the common elements and shall thereafter no longer be considered a unit owner. The interests of the remaining unit owners in the common elements shall be recomputed by the Board of Directors, whose decision shall be final, to reflect said releases.

## ARTICLE IX

### Records

Section 1. Records and Reports. The Board of Directors or the managing agent shall keep detailed records of the actions of the Association and the Board of Directors, 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 Association, 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 expenses against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. An annual report of the receipts and expenditures of the Association, prepared by an independent certified public accountant which report need not be certified, 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 or the Association 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. Except when delivered in person, all notices to any unit owner shall be mailed or electronically delivered 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. All notices to mortgagees of units shall be mailed or electronically delivered to their respective addresses, as designated by the unit owners to the Board of Directors. All notices shall be deemed to have been given when mailed or emailed, except notices of change of address which shall be deemed to have been given when received. Notices to the unit owners or their mortgagees need not be mailed by registered or certified mail, except as otherwise provided in these By-Laws.

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 all genders 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 financial institution in the State of Wisconsin, designated by the Board of Directors and having a capital, surplus and undivided profits of $500,000 or more. The Board of Directors shall pay the fees and disbursements of any insurance trustee and such fees and disbursements shall constitute a common expense.

Section 7. Conflicts. These By-Laws are set forth to comply with the requirements of the Wisconsin Condominium Ownership Act. 1n 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, the Declaration shall control.

## ARTICLE XI

## Amendments to By-Laws

Section 1. Amendments to By-Laws. These By-Laws may be modified or amended by vote of at least 67% of the authorized votes of all unit owners

***These Amended and Restated Bylaws were adopted by a vote of 67% of the unit owners on: July 17, 2023.***

# Rules for Owners, Lessees and Guests of Geneva Landings on Delavan Lake Condominium Association, Inc.

# 2026

**For more information about Geneva Landings Rules please contact:**

**MPC Property Management, LLC**
**120 E Chestnut Street**
**Burlington, WI 53105**
**Phone (262)661-4284**
**condoteam@mpcpm.com**

**After hours emergency phone:**
**(262)661-4284**

www.mpcpm.com

**The Rule Book introduction:**

As owners it is your responsibility to familiarize yourself, your family/children, your guests, and for those of you who lease your units to educate your lessees, with the Geneva Landings governing documents (By-Laws, Declaration, Amendments) plus Town/County/State/DNR (boating/lake) rules & ordinances. This Rule Book doesn't take the place of those, it is to provide clarification and additional rules adopted by Geneva Landings' Board of Directors (Board) allowed under provisions in the Declaration of Condominium Ownership.

Since some of the By-Law rules from 1995-2019 have already been superseded by new or existing ordinances by the Town of Delavan, Walworth County, DNR or the State of Wisconsin, we will only include here the newer versions of the rules that we are familiar with.

Many of the rules are for safety and insurance reasons. Some require Board approval.

Definitions:

1) A "unit owner" or "owner" means a person, combination of persons, partnership or corporation who holds legal title to a condominium. The owner that is ultimately responsible for the actions of all others involved in that unit.

2) A "Lessee" holds a lease to occupy in the owner's unit. It is incumbent upon owners, their lessee's and guests to be aware of, and abide by, these rules.

3) Owner non-residents transfer amenities use to renter. Owner's who chose to rent/lease their property will forfeit all privileges associated with Geneva Landings during that time period. This will include, but not limited to, all condominium amenities such as: clubhouse, pool, fitness room, parking, boat slip rental, sawmill parking, in/out service, boat launch, etc. Owner non-residents transfer the right of use, but not their responsibilities, of the all Geneva Landings amenities to their renters during the time period of the rental agreement/lease.

4) What may be enjoyable or convenient to one individual owner may be very objectionable to others. No set of "rules" will ever substitute for common courtesy, good sense, and reasonable regard for the comfort and rights of your neighbors. By the same token, no reasonable (and enforceable) set of rules will ever satisfy the individual preferences of all owners. Owners are invited to immediately report activity that puts people or property at risk of injury or damage by emailing the Geneva Landings Property Manager (info listed on the cover page & below in Enforcement of the Rules).

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## A. Enforcement of the Rules

Objectionable behavior is not acceptable even if it is not specifically covered in the rules. Violations by owners, guests, lessees, children, and pets are the responsibility of the owner. **Unit owners may be fined for violations committed by any such children, guest or lessee on Geneva Landings property.**

**The rules shall be enforced as follows:**

1. Submit written complaints by email to the Property Manager listed on the cover page.
2. The Property Manager will know the complainant, but they will remain anonymous. Included in the complaint.
    a. Name(s) of violator(s) if known.
    b. Description of the violation, including witnesses if any, pictures if available.
3. Receipt of the complaint will be acknowledged within a reasonable period of time. The Property Manager will investigate the complaint (the perceived violator(s) and/or witness (es) may be contacted).
4. The Property Manager will report the complaint and results of the investigation to the Board within seven (7) days of the complaint.
5. Once the Board determines a violation has occurred, the Board will decide upon remedial actions including warnings, fines, and restrictions on the use of common elements in accordance with the By-Laws Article V, Section 9.
6. Any remedial action imposed by the Board shall take effect only after the alleged violator (applies to owner being held liable for family, lessee or guests violations) has been properly notified by the Board by mail or email and given the opportunity to appeal the Board's decision in accordance with

the following, “Any unit owner may appeal the Board of Director’s determination of a violation within fifteen days of the delivery or mailing of notice to the unit owner of a fine or other penalty imposed for such violation.” (By-Laws Article V, Section 10).

7. A fine assessed will become part of the unit’s assessment and enforced in the same manner as the collection of the regular monthly assessments.

## B. Assessment Policy

The Association is funded by an annual assessment that is required to be paid by each member. This assessment is paid in twelve (12) monthly installments throughout the year provided payments are made in a timely manner. Payments received will be applied to the oldest outstanding balance.

1. The monthly installments are due on the first (1st) of each month. Installments will be considered paid on time if they are received by the fifteenth (15th) of the month in the management office or depository.
2. A late charge of fifty ($50.00) dollars will be assessed to an account if there is an unpaid balance after the fifteenth (15th) of each month. This unpaid balance may include assessments, previous late charges, fines and other amounts due to the Association under the By-Laws and rules that have not been paid. Late charges will not be made against previously unpaid late fees. The late fee assessment share be made upon each failure by the unit Owner to remit good and timely payment of any assessment or installment thereof. In addition, unpaid assessments will incur interest at a rate of 1.5% per month (18% per annum) until paid in full.
3. The basic collection system of the Board shall be as follows:
    a. At 30 days past due, a past due notice may be sent;
    b. At 60 days past due, a second past due notice may be sent; and
    c. At 90 days past due, the matter may be referred to the attorney for collection.
4. The Association reserves the right to initiate collection proceedings at such times as the Board deems appropriate against an owner that is ninety (90) days or more delinquent. All court costs, related attorney fees, administrative and related costs associated with the collection process will be charged against the owner’s account. An administrative fee of $100 shall be assessed against a Unit owner when a matter is turned over to the Association’s attorneys for collection. The Unit Owner is responsible for all costs and actual attorneys’ fees incurred by the Association in connection with collecting the Unit Owner’s past due balance.
5. No statement of “payment in full”, “accord and satisfaction”, or other similar notation on or accompanying any payment shall be binding on the Association unless the statement is written in “red”, the check or payment instrument is mailed to the attention of the Board of Directors and the reduced payment amount is accepted by motion of the Board of Directors. However, if the Unit Owner has knowledge that the account has been referred to legal counsel for collection, then the payment must be mailed to the Association’s attorney pursuant to paragraph 6 below.
6. Once a Unit Owner is notified or becomes aware that its account has been referred to legal counsel, then all future payments, until the account is current, must be submitted to such legal counsel for proper application of the same, unless the Association’s attorney directs the Unit Owner in writing to pay in some other manner. Unit Owners in collection will not receive further

statements from the Association's Property Manager, and their online access to their account balance will be suspended until their account is brought current.

7. If any check written to the Association is returned by the bank for any reason, a fifty-five ($55.00) dollar NSF administrative fee, in addition to a late fee, will be assessed directly against the owner's account. After the second (2nd) offense within a twelve (12) month period, only cash or certified funds will be accepted.
8. Any fines, penalties, or other charges assessed against a Unit Owner shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the fines, penalties, or other charges.
9. The Association may levy special assessments from time to time. All the above requirements also apply to special assessments.

## C. Common Area In General

**Guest Policy:** Geneva Landings is private property. Only Geneva Landings owners (or tenants) and guests may use the Geneva Landings common areas. A Guest is someone staying in a Geneva Landings condo or accompanied by an owner.

This Guest policy is meant to prevent unauthorized, unsafe, and unmonitored use of Geneva Landings common areas. Do not share Geneva Landings door codes, lock codes or pool cards with anyone unless they are your guest

**Vandalism or Damage of Common Areas** - Damage including, but not limited to the throwing of rocks from the shoreline or soiling of common areas or common equipment is the responsibility of the owners involved, including their lessees, guests, children and pets. Replacement or cleaning costs will be assessed to the owner(s) responsible.

**Suspension of Common Area Privileges** - Common area privileges (swimming pool, clubhouse, piers, In/Out service boats and other common facilities) may be suspended by the Board in the event an owner fails to pay any monthly assessment within ninety (90) days after it becomes due. (By-Laws, Article V, Section 9, Paragraph 2)

"Upon a determination by the Board of Directors that a violation has occurred, the Board of Directors may, without limiting any other rights set forth in the By-Laws, restrict the right of the defaulting unit owner to the use of portions of the common elements and/or impose a fine against the defaulting unit owner up to the amount of $250 for the first violation and $1,000 for subsequent violation of the same offense, which if not paid within three days after expiration of the appeal period shall bear interest at the rate of 18% annum or otherwise as permitted by applicable law. When imposed, such a fine shall constitute a special assessment against the unit owner's unit and in accordance with Article V, Section 7 of these By-Laws."

**Quiet Hours** - No owner, tenant, family member, guest or pet shall make or allow any disturbing noise during Quiet Hours of Sunday-Thursday between 10:00 p.m. & 8:00 a.m., Friday, Saturday and holidays between the hours of 11:00 p.m. and 8:00 a.m. This includes condo buildings, the clubhouse, the dock, piers & common areas.

## D. Common Area Specific Elements

## 1) Pool: General Rules/ Rules listed on pool signs

A. Pool entrance gates must always remain closed and locked. The use of the pool at any time other than during the posted open hours is strictly prohibited.
B. The pool is only for the use of Unit owners, lessees and their families & guests.
C. No one under 14 years old is allowed in the pool area unless they are accompanied by an adult.
D. The pool is not available for rental. It may only be reserved by the Association for Association events.
E. All persons entering the pool must wear proper swimming attire. Cut-offs, t-shirts, street footwear or street clothes will not be allowed.
F. Shower before entering the pool and after use of the toilet facilities.
G. Non-toilet trained children are required to wear swim diapers. Diaper changing on the pool deck is prohibited.
H. Do not enter the pool if you have a communicable disease or an open cut.
I. Life preservers and other emergency equipment are not to be removed from the fence except in the case of an emergency.
J. Glass and scatterable items are prohibited in the pool area.
K. Do not bring food, drink, gum or tobacco into the pool.
L. Do not bring animals into the pool area or pool.
M. Do not run or engage in rough play in the pool area or pool.
N. No prolonged underwater swimming or breath holding
O. No diving into the pool.
P. No flips into the pool.
Q. Swimming accessories such as small (individual) rafts/floats/tubes, flippers, masks (goggles) & Nerf balls will be allowed in the pool only when the pool is not crowded and only with immediate adult supervision. Frisbees, tennis balls, footballs and beach balls are not allowed in the pool area at any time.
R. No smoking in the pool area including electronic cigarettes.
S. No lifeguard on duty - swim at your own risk.

## 2) Clubhouse/Assoc. Owned Garages/Fitness Room:

A. Owners are not allowed to enter the Pool filter room, pump house/filtration garages, Association owned maintenance/storage garages.
B. Lounge/kitchen hours are from 9:00 am to 11:00 pm; max. occupancy is 45 people and the adjoining deck is 20. Only individuals 16 and older may use these areas unless accompanied by an adult.
C. To reserve the main lounge and kitchen for a private party, contact the Property Manager for reservation and current cost information.
D. If the kitchen is used, the person reserving the space must clean the kitchen before leaving, placing trash in a dumpster.
E. For any area of the clubhouse- when exiting turn off the fireplace, all lights & TVs and lock all doors.
F. Smoking is prohibited in the Clubhouse and in the pool area.
G. No individuals with wet swimming suits are allowed in the clubhouse or exercise room.
H. Use of exercise equipment is at users' own risk; must be 16 or older; no attendant on duty. Younger children are not permitted unless accompanied by an adult. Must wash hands before entering & wipe down equipment after each use. Geneva Landings is not liable for any use or misuse of equipment or for any personal/bodily injury, including death.

3) **Piers/Boat Slips/Wait List/Sawmill Parking/In & Out Service:** Each owner is responsible for understanding Rules & Regulations for Delavan Lake. To obtain that info go to https://www.townofdelavan.com/lake-regulations. Also consult the DNR website https://dnr.wi.gov/topic/boat/ (links on websites may change, search for boat registration and boating or lake regulations).

## A. Waitlist:

1. A waiting list exists for slips and parking storage; and any available space will be filled from this list on a “first come, first served” basis.
2. A non-refundable deposit plus an application to be added to the wait list is required before being placed on the list. The deposit will be cashed in the year the application is processed. Please see the Boat Slip Waitlist Application for complete details.
3. Once an owner is offered a boat slip and completes the contract, the deposit is subtracted from the first season’s rental amount due.
4. Once an owner is offered a boat slip, they have 7 days to respond.
5. If an owner accepts, the application & balance of the seasonal rate is due within 7 days of acceptance.
6. If an owner passes on the offered boat slip, they go to the bottom of the list.
7. The Boat Wait Slip List will be posted in the clubhouse & on the Geneva Landings website.
8. One slip allowed per Owner except for small slips too small for standard boats, those will be offered to the waitlist first (cost 50% of a standard slip).
9. Consult the application for Boat Slip Waitlist & Boat Slip Rental for complete details.
10. If an owner wishes to move boat slips, contact the property manager. Related costs are the responsibility of the owner not the Association.

## B. Boat Slips/Sawmill Parking/In & Out Service:

1. Boat slip use is available on a rental basis only. Any boat slips which are not leased on a seasonal basis will be available for daily rental.
2. All watercrafts/trailers in the Boat Slips and Sawmill Parking must have a current state registration and insurance. This must be on file with the property management office.
3. A boat owner who rented a boat slip or storage parking space in the previous year shall have renewal privileges for that same space each subsequent rental season. In order to preserve renewal privileges, a renewal application, together with a payment for the space, must be received in the Office* by March 1st.. Failure to submit a renewal application by March 1 will terminate any renewal rights.
4. A waiting list exists for slips and parking storage; and any available space will be filled from this list on a “first come, first served” basis.
5. Demand for boat slips has made it very important that the rules pertaining to eligibility for boat slips be strictly enforced. An applicant must be the actual owner of the boat. A copy of the applicant's state boat registration must be attached to the application. Applicant must also be a current owner of a Unit in Geneva Landings. In case of any doubt as to the legal title to the Unit, the Association will procure a copy of the most recently recorded deed. Each application will be carefully examined, and no space assigned until compliance with the requirements for proper registration has been met.

6. No boat longer than 28 feet or with a beam greater than 8 feet, 8 inches. or weighing 6,000 lbs. will be permitted in a boat slip.
7. Unit owners may contract with a boat delivery or similar service to launch and remove their boats on a daily basis. However, no overnight mooring or docking is permitted except in a properly rented boat slip.
8. Piers shall be kept clear of all obstacles. Do not store boating equipment, toys etc. on the piers
9. Please clean up trash & use the trash bins provided, securing the lids.
10. Only owner owned watercraft are permitted in their boat slip.
11. No car or truck tires are to be used for boat bumpers.
12. Sawmill Lane storage parking- Boat Slip renters have the option of summer space parking for their boat trailers at no additional charge if space is available.
13. No scuba diving is allowed in or around the piers or boat slips.
14. In/out Boat & Trailer parking or any other Boat/Trailer parking in a Sawmill Lane space will be an additional fee for summer (April-October), and another fee for winter storage (November-March) if space is available. A current copy of the applicant's state boat registration and insurance must be attached to the application.

**C. Eligibility**

1. Only Unit Owners who are current in the payment of all assessments and other amounts owed to the Association shall be eligible to lease, renew, or continue leasing a boat slip that is owned, assigned, or otherwise controlled by the Association.
2. Upon leasing or rental of a Unit, the Unit Owner shall be ineligible to lease, renew, or continue leasing any boat slip owned or controlled by the Association.

## 4) Greenspace:

A. No guns, bow and arrows, lawn darts or any other device which represents a hazard of any nature shall be discharged or used on Geneva Landings property. No hunting is allowed on Geneva Landings property.
B. **No fireworks** of any kind are permitted on any Geneva Landings property. This includes all roads, parking lots, piers or grass areas.
C. Burning of leaves and debris is banned within the Property. Violation of this ban will result in a **$1,000.00 fine**.
D. No large toys such as bouncy houses, slip & slides etc. that infringe on other owners or create a hazard for golf carts, mobility scooters etc.
E. No tents erected or any object that obstructs another owner's view of the lake or common areas.
F. No outdoor laser light shows, or projections are permitted.
G. No "For Sale" "For Rent" or other signs shall be permitted on the common elements or within Units and visible from the exterior of the Unit.
H. Overnight lodging is not permitted in any vehicle, tent, camper or motorhome etc. on Geneva Landings property.

## 5) Ponds:

A. No ice skating, swimming, fishing or use of rafts, or inner tubes is allowed in/on the ponds.

## 6) Balconies/Porches/Patios/Stairs/Sidewalks/Siding:

A. No fuel burning at all- no open flames of any kind; no fire pits including propane
B. No wind chimes or any other nuisance is allowed
C. Holiday decorations are allowed but must be put up and taken down within 2 weeks of the holiday

D. Do not shake, drop or throw things, including but not limited to, cigarette butts, from patios, porches, balconies or stairs.
E. Request Board permission for shades, under decking, or other additions to the balcony that may affect other owners.
F. Attaching (taping, clipping, including nailing, screwing, penetrating, etc.) anything to the siding of the condominium is strictly prohibited - no exceptions.

## 7) Grills:

A. No gas grills, electric grills or any device with an open flame are allowed on balconies per the Wisconsin Fire Prevention Code
B. No gas grill (liquid propane or natural gas), electric grill, pellet grill or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony, under any building overhang, or within 10 feet of any building.
C. No gas grill (liquid propane or natural gas), electric grill, pellet grill or other similar devices used for cooking shall be stored on a balcony.
D. Charcoal or wood burning grills (including hibachi grills), fire pits (wood, gas or electric) are not permitted.
E. Storing propane tanks on balconies is not allowed per the Wisconsin Fire Prevention code.
F. Gas grills can be stored with propane tanks attached on ground level patios. However, these grills need to move out from under a balcony and at least 10 feet from the building before being used.
G. Gas grills may be stored in garage units but must be moved at least 10 feet from the building before being used
H. Propane tanks must not be stored within the living space of any unit.

## 8) Golf Carts:

A. Golf carts may be operated on the roadways of Geneva Landings and along the lakefront, close to the water's edge, and should keep 50 feet away from buildings when safely to do so. Golf carts can only be operated by a licensed driver at speeds no greater than 15 MPH. All golf carts must be registered with the property manager and display a GL permit.

## 9) Snowmobiles, Motorized Scooters, Motor Bikes, All Terrain Vehicles (ATV/UTV)

A. Only licensed vehicles and licensed drivers are permitted on the roads and Property. Persons operating licensed vehicles must comply with Wisconsin state laws. Dirt bikes, trail bikes and all-terrain vehicles (ATV/UTV) are **NOT** allowed on Geneva Landings Property.
B. Snowmobiles may not be used on the Property. You may, however, enter with snowmobiles at no more than 15 M.P.H and exit by the most direct route to the main road or trail.
C. Electric/motorized scooters and children's motorized cars are permitted on the property.

## 10) Roads:

A. The speed limit on all Geneva Landings roads is 15 mph but, under certain conditions, discretion and concern regarding safety should dictate observation of a slower speed. Please obey all STOP signs and always give the right of way to pedestrians.

## 11) Parking:

A. Parking is permitted in any parking lot and on the south side of Newbury Lane. No parking is permitted on Landings Lane, Saratoga, Jefferson Lane and Paleo Lane. No overnight parking on all streets except Newbury Lane is allowed. Overnight Parking is allowed on Newbury Lane from April 1st to October 30th Guests may park only in those areas designated by the Association.
B. Parallel parking is not permitted on Landings Lane, Paleo Lane or Saratoga Lane at any time. Parallel parking on the south side of the roadway only is permitted on Newbury and Jefferson Lanes. Parking is not permitted on Newbury Lane from 12 a.m. to 6 a.m. from November 1st to March 30th.
C. Do not drive or park vehicles on the grass or off the edges of the roadway.
D. All vehicles parked in Geneva Landings parking spaces must have a current license plate or it will be towed at the owner's expense.
E. Do not block any walkway, driveway, parking space or garage. Common element parking spaces (including East & West side of Clubhouse) and roadways are not to be used for vehicle/watercraft cleaning, repairs, painting or similar activities. A boat wash area is available at the corner of Paleoi and Sawmill Lanes during the boating season.
F. Sawmill Lane Storage Parking- Only one automobile, boat, pontoon, wave runner or snowmobile may be stored in a storage parking space, and such vehicle must be in operable condition, licensed and insured.
G. Auxiliary Parking Area- Guest's/Lessee's/Owner's self-launching boats and trailers or for spring launching/fall removal may be parked in the auxiliary parking lot by contacting the Property Manager for prior approval.
H. Commercial vehicles need to be parked in garages, storage garages, or in common element parking spaces on either side of the clubhouse. Commercial vehicles are not to be parked in driveways on Newbury or Jefferson Lanes or other parking areas on Landings Lane.
I. Campers and motorhomes up to 25 feet long may only be parked on Paleo Lane North of Jefferson Lane with prior approval of the Property Manager. Campers and motorhomes longer than 26 feet are not permitted on Geneva Landings property. Campers and motorhomes may not be occupied at any time while on Geneva Landings property.
J. Owners and guests are not permitted to bring semi-trucks or tractor trailers on Geneva Landings property under any circumstances.

## 12) Trash/Recycling:

A. Garbage and rubbish receptacles are to be located in several enclosures located in appropriate areas. Placement or storage in any other area is prohibited. No appliances, TVs, electronics, batteries, light bulbs, paint, chemicals and other items deemed unsafe are to be left in the trash areas. When disposing of furniture, cabinets, etc. contact the Property Manager for removal. Some items require a fee which the owner is responsible for.
B. All trash must be bagged. C. Use bins for recyclables.

## E. Pets

1. See Town of Delavan for licensing requirements.
2. Pets must be on a leash and attended by a responsible person when in any portion of the common elements. Voice control is not sufficient.
3. Pet owners should keep in mind that a very docile animal to them may be a frightening prospect to others.

4. Any pet excrement in common or limited common areas shall be immediately removed by the person controlling the pet or the owner of the unit where the pet resides. This includes young people walking pets and in any weather. Failure to clean up after your pet will result in a $100 fine for the first violation and $250 fine for any future violation. The unit owner will be responsible for any fines due to any pet living or visiting their unit for not picking up pet excrement.
5. Owners must not be disturbed by barking pets.
6. Each Unit Owner may keep no more than 2 dogs or two cats or one dog and one cat provided that they are not kept, bred or maintained for any commercial purposes. If two pets exist in any unit additional guest or visitors' pets will not be permitted.
7. Pets may not be left unattended on a balcony, deck, patio, common elements, parking lots or any areas adjacent to units.
8. Pets are not permitted in recreational areas, such as the clubhouse, clubhouse deck, swimming pool, pool deck or in any landscaped area.

## F. Condo Units/Garages/Storage Garages

1. Condo Access- The Property Manager will not permit entry into any condominium unit without prior approval of the owner. Under emergency situations, the Property Manager can enter a unit if the owner cannot be reached. Keyless door lock batteries must be changed every 2 years to ensure emergency access by the Property Manager. If there is an emergency and the keyless batteries are dead, the Property Manager will drill out the lock to gain access to the unit. This repair will be made at the homeowner's expense. Homeowners may put in a work order to change their batteries and the fee will be charged back to the homeowner. Locked screen doors, locked passage lock or anything that prohibits/defeats the purpose of the keyless entry is not allowed.
2. The correct installation and maintenance of a Board approved water & temperature sensing device is required in all condominiums. It is the owner's responsibility to ensure that family members, guests & lessees understand the purpose and the importance of not removing or tampering with the equipment.
3. No unsightly storage is permitted on or under decks, stairs, stair towers or patios. Do not place or store food, fuel, fuel containers, beverages, or garbage outside units or garages.
4. Architectural Design/Improvements
    a. See By-Laws (Section 14 & 15) or contact the Property Manager for more information.
    b. Any draperies, blinds, curtains or screening visible from the exterior of a Unit shall be limited to neutral colors and designs.
    c. No "For Sale" "For Rent" or other signs shall be permitted on the common elements or within Units and visible from the exterior of the Unit.
    d. Flooring, other than carpet, replacement is to meet specifications that are pre-approved by the Board.
    e. Windows, Garage and Patio Doors replacements are to meet specifications pre-approved by the Board.
5. Leasing of Units
    a. No rentals of less than 90 days will be permitted.
    b. Occupancy is limited to two (2) persons per bedroom.
    c. Owner is to provide the Property Manager with a copy of the rental lease.
    d. The leasing of a unit is for the occupancy of the lessee and may not be occupied by anyone else unless the lessee is present.
    e. It is the owner's responsibility to ensure the lessee and the leasing agent are furnished with a copy of and are familiar with these rules.

f. All rentals must comply with state, municipal, and county regulations.
g. In compliance with state laws, a copy of the lease agreement and its addendum shall be provided to Management prior to move in.

6. Garages and storage garage units shall not be used for vehicle repairs, painting or similar activities.
7. No hazardous or flammable materials shall be stored in the Parking Garage Units or the Storage Garage Units.
8. Garage/Estate Sales are not allowed at any time.
9. Outdoor decorations that are anchored to the roof, siding or gutters are NOT allowed. Owners who have general outdoor decorations should be mindful of the aesthetic appeal of the community as a whole. Holiday decorations can be put up 4 weeks prior to the holiday and taken down 2 weeks after the holiday. No wind chimes.

## G. Water Heaters/Water Softeners/Water Shut Off / Heating and Cooling Condo

1. Water Heater Replacement- Due to the extended periods of time your unit is not used, it is required you replace your hot water tank before its 11 years from manufacture date or 10 years from install (whichever comes first). Always install a water "tray" under your hot water tank with piping/hose leading to the main floor drain regardless of the age of the water heater.
2. Reinforced Hoses- Because of long periods of inactivity in your condo, it is required you install metal reinforced hoses on all water supply lines as they bring additional protection (many also have surge protection valves). These include: Washing machine, toilet, sink supply lines, and water/ice maker accessible supply lines. The plastic or rubber hoses tend to break as the rubber becomes hardened and embrittled over time due to lack of regular use making them prone to fracture and causing water damage. Each owner should replace these with metal reinforced hose for the water supply. These can be installed by the homeowner or can be done by a local plumber.
3. Water Softeners- It is required that you have your water-softener checked on a regular basis for workability and reliability. If your softener's water lines break or leak your unit (and possibly your neighbors) WILL flood and have SALT WATER damage. Be proactive and have all your mechanicals regularly maintained. Water softeners more than 15 years old are required to be replaced.
4. Water Shut off Regulation. All unit owners should turn off the water supply to your unit when you are not going to be using the unit for a period longer than two (2) days or longer and drain your pipes by opening your sink faucets. This is suggested year-round and not exclusive only to the winter months. Failure to shut off the water in your unit when the unit is not in use can result in water leaks to your unit as well as neighboring units. If you fail to shut off your water supply when the unit is not in use for more than 2 days and a leak occurs which results in damage to any units other than your own, you are responsible for all damage and could be fined a minimum of $500 or more for any occurrence.
5. Heat Required in Winter Months- During the winter months, your thermostat must be set to a minimum of 60 degrees.
6. Cooling Required in Summer Months- During the summer months, your thermostat must be set to a minimum of 80 degrees.

7. Air Conditioning Condensation Tubes- It is recommended that each owner has their air conditioning unit serviced and the condensate line cleared on an annual basis.
8. Liability of Unit Owners- All Unit Owners shall be responsible for all actions of their guests, tenants, and tenants' guests and other authorized visitors. If the alleged offender is not the unit owner, a copy of all notices shall be mailed by certified mail to the Owner of the Unit affected.
9. Insurance Deductible- In the event of any insured loss, the Association's deductible shall be considered a maintenance expense to be paid by the person or entity (including the Association) who would be responsible for such maintenance under the Condominium Documents, in the absence of insurance. If the loss is caused by the actions or inactions of a Unit Owner, including failure to turn off their water supply as set forth in item 4 of this section, the Unit Owner shall be liable for any and all insurance deductibles as an assessment (or a fine in the case of a Tenant). If more than one Unit Owner or Tenant caused the loss, the Board's decision on the allocation of the liability shall be conclusive as long as the Board provided each interested party an opportunity to state its position prior to any apportionment. In determining the allocation of the deductible(s), the Board may take into account whether or not the negligence of any person or entity contributed to the loss, even if the loss didn't originate from that unit (e.g. unit owner leaves window open in winter and common element pipe freezes) and may allocate the deductible(s) based on any such negligence. Based on this rule it is strongly encouraged that Unit Owners add Supplemental Loss Assessment Coverage to any insurance policy on the property and confirm with the agent and insurance company that should any of the above occurrences arise, that the Supplement Loss Assessment Coverage will pay out.
10. Remedies Non-Exclusive.
    i. The provisions of these rules and regulations shall in no way limit or restrict any other remedies or rights as set forth in the Condominium Declaration or the Condominium Act of the laws of the State of Wisconsin (Chapter 703) and shall not be exclusive, but shall be in addition to all other remedies provided by the Condominium Declaration and the laws of the State of Wisconsin.
    ii. In the event that the Association retains an attorney to collect any funds due, enforce any rule, bring any claim against a unit owner or defend any claim or allegation by a unit owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees.

## H. Construction/Remodeling

Any Unit Owner interested in performing construction in their unit must follow the guidelines as set in the Governing Documents. **Your Board recommends you call the Property Manager for guidance on your remodeling project before you begin talking with contractors and ordering materials and appliances.** As an owner it is your responsibility to get written Board Approval of your remodeling project, not your contractor's responsibility. Many projects also require building permits and their final inspection approvals. **If Board approval/permits are not obtained prior to start of construction/remodeling, you could be required to remove any improvements and/or be fined $1000.00.**

For purposes of this Rule, construction does not include repairs or improvements to, or replacements of existing finished walls, ceilings, fixtures and cabinetry not affecting or part of the structure of the building or Limited and Common Elements property.

For the Purpose of the Rule, Construction **includes:**

- Changes to Heating, Hot-Water Tank, Water Softener and Air Conditioning systems.
- Changes to plumbing systems (moving, replacing or relocating any Utility lines or fixtures, i.e., gas, water, electric etc.)
- Installation or material changes to a fireplace
- Demolition and/or construction of interior walls
- Any project potentially affecting the structural integrity of the building
- Changes to flooring
  Changes to life safety systems, utilities, etc.
- Changes to exhaust systems.
- Changes which impact on or changes to or affecting Limited and Common Elements including doors, windows, subfloors, common walls, roofs and decks.

- Ceiling Fans are permitted in the limited common area of your patio and/or balcony. They must be white/neutral in color to match the soffit color. Board approval and identity of your Electrical Contractor is required before installation of your ceiling fan.

- The only GAS appliances in your units are your furnace and pilot light in your fireplace for your ceramic logs. Your water heater, cooktop/oven and clothes dryer are required to be electric and when replaced are to be replaced with an electric appliance.

**Architectural Approval Request Form and Information Required:** Construction proposed by Unit Owners to be done within any Unit must be submitted to the Board for review and approval no less than fourteen (14) days in advance of the start of work. Such approval shall not be unreasonably withheld. Work will not be permitted to start, and will be stopped by the Association, if the following documents are not submitted to the Property Manager for review and approved in writing by the Board prior to start of work:

- Plans or written work description in sufficient detail to clearly indicate the extent of construction. The Board may require plans that are prepared by an architect/engineer that is licensed in the State of Wisconsin.

- **Draft Walls and Fire Separation**

To maintain the required fire-resistive barriers in attic spaces as mandated by IBC 718.4, which requires draftstopping to subdivide attic spaces and prevent the rapid spread of fire between units. The amendment ensures that no owner, occupant, or contractor breaches, damages, or otherwise compromises these life-safety features.

1. No owner, occupant, or contractor shall breach, cut, alter, or damage draft walls, fire separation walls, or other concealed fire-resistive structures located within attic spaces or common areas. Fire separation walls must remain intact and compliant with all fire and building safety standards.
2. Access to attic spaces is restricted to authorized personnel approved by the condominium association for maintenance, inspection, or repair purposes. Owners and occupants may not store personal items, install equipment, or otherwise modify any part of the attic space without prior written approval from the association.
3. Any damage caused to draft walls, fire separation walls, or other fire-resistive components by an owner, their guests, or contractors employed by the owner shall be promptly repaired

at the owner's expense. Repairs must comply with applicable building codes and association standards and must be conducted by a licensed contractor approved by the association.

4. The condominium association reserves the right to inspect attic spaces and fire-resistive walls periodically to ensure compliance with building codes and associations regulations. Owners will be notified in advance of any scheduled inspections unless emergency access is required.
5. Violations of the above listed draft walls and fire seperation rules/regulation (#1 - #4) will result in enforcement actions, which may include but are not limited to: fines as determined by the condominium association, reimbursement of all costs associated with repairs and/or legal action to enforce compliance, if necessary at owners expense.

- A list of General Contractor and all Subcontractors with contact names, addresses and normal business hours and emergency phone numbers.

- Standard form of Evidence of Insurance of the General Contractor and all Subcontractors listing the Unit Owners, the Association, its Board of Directors, the Property Manager and their respective Officers, Directors, Employees and Agents as additionally named insured. At a minimum, liability coverage must be in the industry standard amount of One Million Dollars ($1,000,000.00) plus adequate workmen's compensation insurance.

- A Letter of Guarantee (see attached, noted as Addendum A) to the Association by the Unit Owners assuming responsibility for repair, including cleaning of any damage incurred to Common and/or Limited Common Element Property.

The Board may require any Unit Owner or Resident who performs construction in a Unit without prior Board permission to remove the addition, alteration or improvement and restore the Unit to its original condition at the Unit Owners expense. If the Unit Owner or Resident fails to do so, the Board may cause such work to be "undone" and charge the Unit Owners for it. The Board may also assess daily fines against the Unit Owners until the violation has been corrected. Attorneys' fees incurred by the Association will also be charged to the owner. If construction is completed without Board approval and/or the proper "permits and inspection" approvals from the Building Department, your unit could lose its occupancy permit until these construction violations are resolved or removed.

All construction work must comply with all applicable building, health and safety codes. The Board's or Property Manager's approval of any construction plans or actual work does not mean the work complies with applicable codes. The Property Manager and the Association's consulting architect or engineer, if any, retains the right to inspect all construction or renovation work throughout its process and after work is finished for compliance purposes.

It is the homeowner's responsibility to obtain Board approval and the proper permits for your construction project. The Village now requires permits to change and install new water heaters and dishwashers.

Construction is permitted between the hours of 8:00 a.m. and 5:00 p.m. on weekdays. Work will also be allowed on Saturdays from October 1st through May 15th between the hours of 10:00 a.m. and 4:00 p.m. Otherwise, no work is to be done on weekends and/or holidays. **The Geneva Landings has a "Summer No Hammer Rule"-- there is no major construction/remodeling allowed between June 15th and September 7th (Labor Day) with the exception of a major remodel due to catastrophic damage**. Any garbage "dumpsters" that are needed during construction need to be parked in an

approved parking spot. Make sure your contractors know where to park their vehicles in an approved parking spot or they may be towed at their expense. If you will be using a storage “POD”, make sure it is located in an approved spot. If you do use a “POD” for storage, you are required to advise the Property Manager of an approximate time frame (start & end dates) the “POD” will be on Geneva Landings property.

“Porta-Potties” are not allowed on Geneva Landings property without prior Board approval. If your contractor will need a “Porta-Potty”, you will need to send your request to the Property Manager for Board approval. There may be restrictions on length of time and specific location of the unit.

Unit owners are responsible for providing a spare set of keys to their workers and are solely responsible for the worker’s actions while on the Property. The Association is not responsible for monitoring the Unit Owner’s worker(s) on site, unless the Association has entered into a contract with the Unit Owner. The Association’s management may from time to time come by and observe the construction to validate the contractor is following the Association’s rules and regulations.

Removal of construction debris, old appliances, old cabinets, discarded carpeting or flooring from their unit is the responsibility of the Unit Owners and Residents. Unit Owners will be charged for any extra cleaning of the common areas and for any additional scavenger expenses necessitated by such construction. Make sure your contractor knows to clean up after themselves in ALL common areas such as hallways and in front of buildings.

Any damage to the Association’s common or limited common elements or to other Units in the building caused by any construction or renovation work being done shall be repaired at the expense of the Unit Owner causing the damage.

****Updated April 22, 2026**

# EXECUTIVE SUMMARY

This Executive Summary highlights some of the information that prospective condominium buyers are most interested in learning as well as some of the information that they should consider when contemplating the purchase of a condominium unit. The following sections either briefly summarize pertinent information by answering the questions asked, direct prospective buyers to specific sections of the condominium disclosure materials that discuss each topic in detail (at the  icon) or may be completed to both summarize the information and refer to the condominium documents. ***This summary, however, is not intended to replace the buyer's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents.***

**Condominium Name:** Geneva Landings on Delavan Lake Condominium

**How is the condominium association managed?**

- What is the name of the condominium association? Geneva Landings on Delavan Lake Condominium Association, Inc.
- What is the association's mailing address? c/o MPC Property Management, 120 E. Chestnut Street, Burlington, WI 53105
- How is the association managed?
  - ☐ By the unit owners (self-managed)
  - ☒ By a management agent or company
  - ☐ By the declarant (developer) or the declarant's management company
- Whom should I contact for more information about the condominium and the association? MPC Property Management (Management agent/company or other available contact person)
- What is the address, phone number, fax number, website & e-mail address for association management or the contact person? 120 E. Chestnut Street, Burlington, WI 53105; phone: 262-661-4284, website: mpcpm.com; email: condoteam@mpcpm.com
- For specific information about the management of this association, see Amended and Restated Bylaws ("Bylaws"), Article II, Section 3

**What are the parking arrangements at this condominium?**

- Number of parking spaces assigned to each unit? Depends on the individual transaction
- How many outside? ___
- How many inside? ___ [check all that apply]
  - ☐ Common element
  - ☐ Limited common element
  - ☐ Included as part of the unit
  - ☐ Separate nonvoting units
  - ☒ Depends on individual transaction

- Do I have to pay any extra parking fees (include separate maintenance charges, if any)?

☐ No
☒ Yes, in the amount set in the current operating budget
☐ Other: _____

- Are parking assignments reserved or designated on the plat or in the condominium documents?
  ☒ No
  ☐ Yes - Where? _____
- Are parking spaces assigned to a unit by deed?
  ☐ No
  ☒ Yes (If a parking garage was purchased from the developer.)
- Can parking spaces be transferred between unit owners?
  ☐ No
  ☒ Yes (Parking garages were sold separately when the developer built the Association. If a garage is owned by an Owner of a Unit, they may sell it but only to another Owner in the Association.)
- What parking is available for visitors? Surface parking
- What are the parking restrictions at this condominium? Must park in the surface parking. No overnight parking on any streets except Newbury Lane which is allowed from April 1st to October 30th. Parking is not permitted on Newbury Lane from 2:00 a.m. to 6:00 a.m. from November 1st to March 30th. All vehicles must have a current license plate or it will be towed at the owner's expense. Sawmill Lane Storage Parking – only one boat, pontoon, wave runner or snowmobile may be stored in a storage parking space, and such vehicle must be in operable condition. Commercial vehicles need to be parked in garages, storage garages, or in common element parking spaces on either side of the clubhouse. No semi-trucks or tractor trailers are allowed under any circumstances.
- For specific information about the parking of this condominium, see Rules, revision March 21, 2022 ("Rules"), Sections 3, 11, F

**May I have any pets at this condominium?**

- Are pets allowed: ☐ No ☒ Yes
- If yes, what kinds of pets are allowed? 2 dogs or 2 cats, or 1 dog and 1 cat
- What are some of the major restrictions and limitations on pets? See Town of Delavan for licensing requirements. Pets must be on a lease and attended by a responsible person when in any portion of the common elements. Pet excrement in common or limited common areas shall e immediately removed. Other owners must not be disturbed by barking pets. If already two animals in a unit, additional animals by visitors/guests are not allowed. Pets are not permitted in recreational areas, such as the Community Building, swimming pool or in any landscaped area.
- For specific information about the condominium pet rules, see Rules E (Pets)

**May I rent my condominium unit?**

- Are unit rentals allowed? ☐ No ☒ Yes
- If yes, what are the major limitations and restrictions on unit rentals? No term for less than 90 days. Unit Owners may only rent their storage garage units or parking garage units to the

owner or tenant of a residential unit. A copy of the rental lease, including the name, phone number and email address of all tenants who lease a unit together with the commencement and termination dates of the lease must be provided to the Association's property manage within five business days after enter into or renewing the lease.

- For specific information about renting units at this condominium, see Bylaws, Article VII, Section 5

**Does this condominium have any special amenities and features?**

- Does this condominium have any special amenities and features? ☐ No ☒ Yes
- If yes, what are the major amenities and features? Clubhouse, pool and boat slips. There is a wait list for a boat slip. When assigned a boat slip, there is a yearly lease fee.
- Are unit owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course?
  ☒ No
  ☐ Yes - What is the cost? $_____
- For specific information about special amenities, see Rules, D

**What are my maintenance and repair responsibilities for my unit?**

- A Unit Owner must maintain and repair The unit including structural or nonstructural, ordinary or extraordinary. Each Unit Owner shall be responsible for the cleaning, maintenance and repair of all doors and windows appurtenant to his Unit provided, however, the Association may elect to require all maintenance and repair of doors and windows to be performed by the Association and the cost thereof assessed to the owner.
- For specific information about unit maintenance and repairs, see Bylaws, Article V, Section 11(a)

**Who is responsible for maintaining, repairing and replacing the common elements and limited common elements?**

- Common elements maintenance, repair and replacement is performed as follows: By the Association.
- How are repairs and replacements of the common elements funded?
  ☐ Unit owner assessments
  ☐ Reserve funds
  ☒ Both
  ☐ Other: _____
- For specific information about common element maintenance, repairs and replacements see Bylaws, Article V, Section 11(b)

- How are repairs and replacements of the limited common elements funded?
  ☐ Unit owner assessments
  ☐ Reserve funds
  ☐ Both
  ☒ Other (*specify*): Specially assessed against the unit or units to which such limited common elements are appurtenant.
- Limited common element maintenance, repairs and replacement is performed as follows: Bylaws, Article V, Section 11(b)

**Does the condominium association maintain reserve funds for the repair and replacement of the common elements?** ☒ Yes ☐ No **Is there a Statutory Reserve Account?** ☐ Yes ☒ No

- For specific information about this condominium's reserve funds for repairs and replacements, see Declaration, Sections 7(c); Bylaws, Article V, Section 1
- Reserve Account balance: $873,869.52, as of the date this Executive Summary was prepared.

**How are condominium fees paid for on the developer's new units that have not yet been sold to a purchaser?**

- Is the developer's obligation to pay fees for unsold units different than the obligation of new unit purchasers to pay fees on their units?
  ☒ Not applicable (no developer-owned units)
  ☐ No
  ☐ Yes - In what way? _____
- Are there any special provisions for the payment of assessment fees that apply only during the developer control period?
  ☐ No
  ☐ Yes - Describe these provisions: _____
- For specific information about condominium fees during the developer control period, see N/A

**Has the declarant (developer) reserved the right to expand this condominium in the future?**

- Has the declarant reserved the right to expand? ☒ No ☐ Yes
- If yes, how many additional units may be added through expansion? _____
- When does the expansion end? N/A
- Who will manage the condominium during the expansion period? N/A
- For specific information about condominium expansion fees, see N/A

**May I alter my unit or enclose any limited common elements:**

- Describe the rules, restrictions and procedures for altering a unit: Alterations allowed to the unit which do not impair the structural integrity or lessen the support of any portion of the Property.
- Describe the rules, restrictions and procedures for enclosing limited common elements: Must have prior written approval of the Design Review Committee.

- For specific information about unit alterations and limited common element enclosures, see Bylaws, Article V, Section 14

**Can any of condominium materials be amended in a way that might affect my rights and responsibilities?**

- Yes, Wisconsin law allows the unit owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter your legal rights and responsibilities with regard to your condominium unit.
- For specific information about condominium document amendment procedures and requirements, see Declaration, Section 13; Bylaws, Article XI

**Other restrictions or features (optional):** _____

**Does the Association have the right of first purchase:**

☒ No
☐ Yes

**Does the Association charge a transfer fee:**

☒ No
☐ Yes. If so, how much? _____

**Does the Association charge a disclosure material fee:**

☐ No
☒ Yes. If so, how much? The actual cost of furnishing the information or $50.00, whichever is less pursuant to Sec. 703.33(2m)(a) Wis. Stat.

**Does the Association charge a payoff statement fee?**

☐ No, for one payoff statement issued within a two-month period.
☐ Yes. If so, how much? $_____
☒ Other (*specify*): Pursuant to Wis. Stats. Sec. 703.335(4), for each additional payoff requested during that two month period there is a $25.00 charge.

This Executive Summary was prepared on July 31, 2023 (insert date)
By: Lydia J. Chartre, Esq. (state name and title or position).

*Note: A Statutory Reserve Account" is a specific type of reserve account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with less than 13 units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period ends, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. Existing condominiums must establish a statutory reserve account by May 1, 2006 unless the association elects to not establish the account by the written consent of a majority of the unit votes. Condominiums may also have other reserve fund accounts used for the repair and replacement of the common elements that operate apart from §703.165.

## Balance Sheet

**Portfolios:** Geneva Landings on Delavan Lake
**As of:** 07/31/2023
**Accounting Basis:** Cash
**GL Account Map:** Geneva Landings 2023
**Level of Detail:** Detail View
**Include Zero Balance GL Accounts:** No

| Account Name | Balance |
|---|---|
| **ASSETS** | |
| **Cash** | |
| Operating: Community State Bank | 133,803.23 |
| Savings: Barrington Bank | 257,588.82 |
| Savings: Community State Bank | 116,280.70 |
| CD: Greenwoods 4.5% APY 05/02/2024 | 250,000.00 |
| CD: Greenwoods 4.5% APY 05/02/2024 | 250,000.00 |
| **Total Cash** | **1,007,672.75** |
| TOTAL ASSETS | **1,007,672.75** |
| | |
| | |
| **LIABILITIES & CAPITAL** | |
| **Liabilities** | |
| Pier Wait List | 5,214.00 |
| Prepayments | 3,910.48 |
| Barrington Bank LOC | 578,617.52 |
| **Total Liabilities** | **587,742.00** |
| **Capital** | |
| **RESERVES** | |
| Reserves General | 873,869.52 |
| **Total RESERVES** | **873,869.52** |
| Retained Earnings | -52,155.38 |
| Calculated Retained Earnings | 31,163.65 |
| Calculated Prior Years Retained Earnings | -432,947.04 |
| **Total Capital** | **419,930.75** |
| TOTAL LIABILITIES & CAPITAL | **1,007,672.75** |