Basic Do's and Dont's of HOA

Do not walk or drive on the runway

Before building or erecting a fence or permant structure get approval from the architectural committee.

People are allowed to walk, ride bikes, drive ATV/UTV/ Golf Carts/Motor bikes etc. in the road.

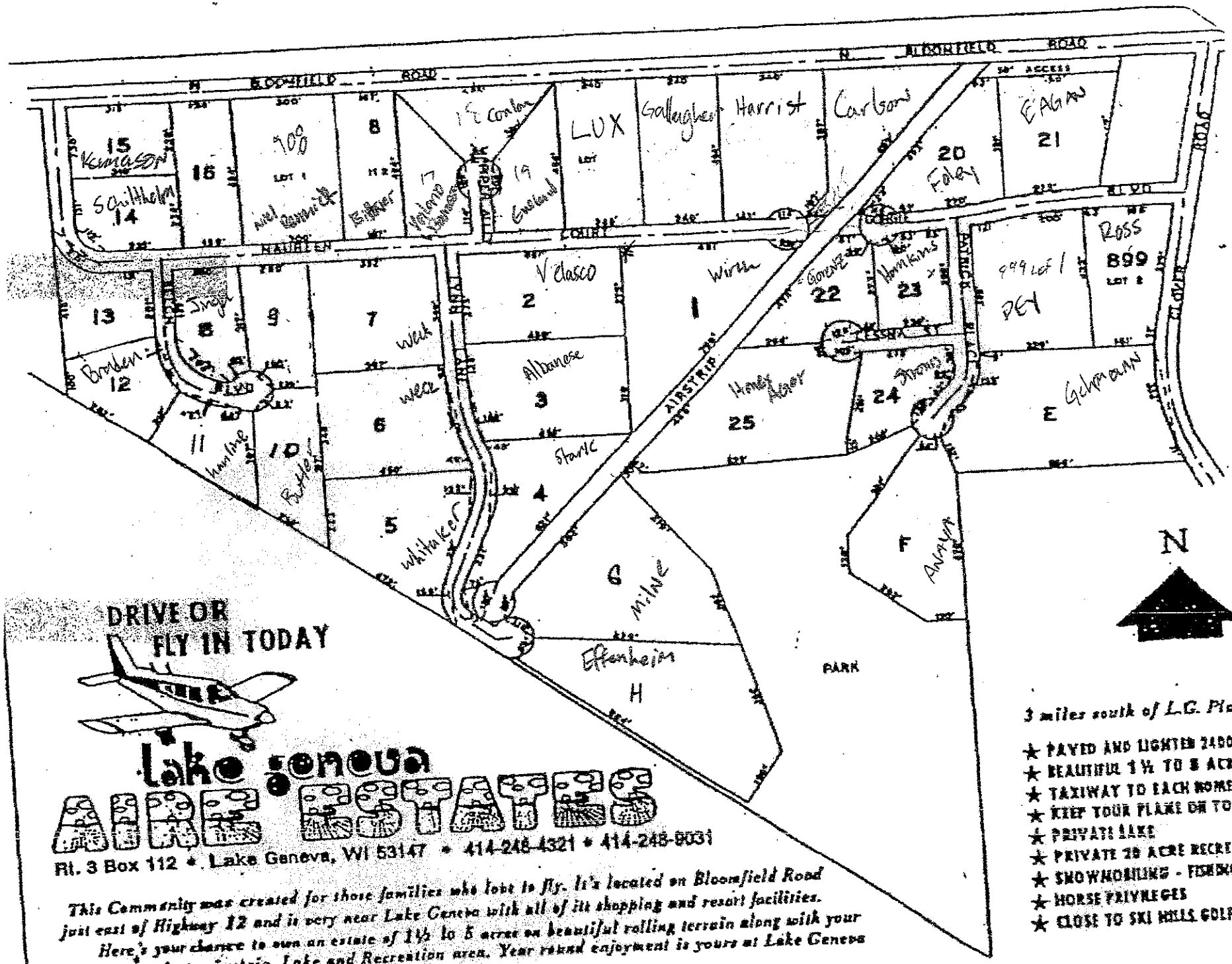
No home based businesses or use of property commercially. This includes renting or Air BnB usage. Working from home (remotely) is allowed.

Dogs, cats, pets etc are allowed. Horses are allowed. Chickens, cows, goats, livestock are not.

Do not park in the road. The roads and 20 feet either side of the roads are taxiways for airplanes. Park in the driveways or on the grass.

Trash is Monday AM pick up Recycling is every other week

Always yield to airplanes.



DRIVE OR FLY IN TODAY

Lake Geneva Aire Estates

Rt. 3 Box 112 • Lake Geneva, WI 53147 • 414-248-4321 • 414-248-9031

This Community was created for those families who love to fly. It's located on Bloomfield Road just east of Highway 12 and is very near Lake Geneva with all of its shopping and resort facilities.

Here's your chance to own an estate of 1½ to 5 acres on beautiful rolling terrain along with your share of a private airstrip, Lake and Recreation area. Year round enjoyment is yours at Lake Geneva Aire Estates.

3 miles south of L.G. Playl

- ★ PAVED AND LIGHTED 2400 F
- ★ BEAUTIFUL 1½ TO 5 ACRE
- ★ TAXIWAY TO EACH HOMESI
- ★ KEEP YOUR PLANE ON YOUR
- ★ PRIVATE LAKE
- ★ PRIVATE 20 ACRE RECREAT
- ★ SNOWMOBILING - FISHING -
- ★ HORSE PRIVILEGES
- ★ CLOSE TO SKI HILLS GOLF C

Lake Geneva Aire Estates
Lake Geneva, WI 53147

LOT #	LAST NAME	FIRST NAMES	ADDRESS	HOME PHONE	EMAIL	CELL # / OTHER
1	WIRTH	Nick	W1351 Maureen Court		nicholastwirth@gmail.com	608.556.3895
	AMIOT	Leanne			leanne.amiot@gmail.com	608-852-6800
2	VELASCO	Daniel	W1373 Maureen Court		velascodrywall@live.com	Daniel cell: 847.293.0304
		Liliana			Lilianalozanogomez@hotmail.com	Liliana cell: 262.729.2570
3	KITTERMAN	Hal & Cindy	N2226 Lynn Lane	815-814-1528	kittry6@gmail.com	
4	STARK	John & Sandy	N2204 Lynn Lane	262-745-4221	sanjo1@yahoo.com	
5	WHITAKER	Jody	N2205 Lynn Lane		jodywhitaker7@gmail.com	~~815.245.4169~~
	WHITAKER	Melissa			melissa@melissawhitakerintl.com	847.845.4922
6	WECK	Madonna	719 South Bristol Lane		mweck719@yahoo.com	
7	WECK	Madonna	Arlington Heights, IL 60005			
8	JINGA	Mark & Adrianne	W1467 Maureen Court	262-248-8516	cabowabodude@aol.com	
9	VACANT					
10	BUTLER	Dave & Marci	N2225 Beech Boulevard	262-248-1445	dbutler@donjohnston.com	Dave cell 847.867.4935
11	HANLINE	Gary & Peggy	N2231 Beech Boulevard	847-650-3127	gary_hanline@baxter.com	
12	BRADEN	Amanda	N2195 Beech Boulevard		brafam6@gmail.com	262.206.1567
13	RADTKE	Jeff	W1481 Maureen Court		radtke91@gmail.com	Jeff cell: 262-374-3336
		Maureen				Maureen cell: 262-903-3637
14	SCHILTHELM	John & Linda	W1480 Maureen Court	262-248-7533	johlin2@hotmail.com	
15	KENNERSON	Mike	W1492 Maureen Court		mkennerson@ymail.com	Mike cell: 262.745.1611
		Cathy			cmenarchick@gmail.com	Cathy cell: 585.857.0579
16	RENNICK	Neil	W1455 Bloomfield Road			
17	VALERIO	Patty	N2273 Piper Alley		pattymay849@gmail.com	Patty: 262.215.9859
	BOURASSA	Gary	N2273 Piper Alley		garybourassa@gmail.com	Gary: 312.218-3848
18	CONLON	Kevin	W1415 Bloomfield Road		conlon.kevinp@gmail.com	262-203-6868
		Emily			eblink@wi.rr.com	262-210-7992
19	EVELAND	Marty	N2274 Piper Alley		moparmaniac69@yahoo.com	720-325-4706
		Alexandra			funnysox@gmail.com	303-881-0198
20	FOLEY	Anne	W1302 Luscombe Lane		annefoley70@aol.com	262.893.4924
21	EAGAN	Sam	W1260 Luscombe		sameagan@hotmail.com	312.582.0144
22	GORENZ	Dan	W1318 Cessna Street		gorenzd@gmail.com	309-339-9576
		Annika			agorenz85@gmail.com	309-696-4045
23	HANKINS	Joe & Marie	N2257 Patrick Place	262-248-0358	mariejoe1976@outlook.com	Joe cell: 224-545-3564
24	STRONG	Kurt & Cha	W1303 Cessna Street	262-745-2019	stinson1082@gmail.com	
25	HONEYAGER	Dick & Jean	W1315 Cessna Street	262.348.9479	rfhbjh11803@yahoo.com	cell: 262-903-2293
E	GEHRMANN	Bill & Georgia	N2240 Patrick Place	262-248-5745	thegehrmanns@gmail.com	
F	ANAYA	Vanessa	N2210 Patrick Place		vanessamarieanaya@hotmail.com	cell: 262.325.2830
G	MILNE	Jeff	N2166 Lynn Lane		jimilne514@gmail.com	Jeff: 913-956-9065
	PARAMITA	Wiwid			wiwid.paramita@gmail.com	Wiwid cell: 608-346-8695
H	EFFENHEIM	Tom & Judy	N2160 Lynn Lane	262-248-8867	effenheim@cs.com	
CSM 899 - Lot 1	DEY	Thomas	N2244 Patrick Place		stjohnstom@aol.com	720-235-5422
CSM 899 - Lot 2	ROSS	Sean	W1257 Luscombe Lane		jimijohn@sbcglobal.net	Sean cell: 630.390.8381
		Andrea				Andrea cell: 630.370.6154
CSM 907 - Lot 1	LUX	Walter	W1383 N Bloomfield Road	262.745.3118	H2ORIDr@gmail.com	
		Laura			LHWHite19@gmail.com	

President

3/13/2021

Lake Geneva Aire Estates
Lake Geneva, WI 53147

LOT #	LAST NAME	FIRST NAMES	ADDRESS	HOME PHONE	EMAIL	CELL # / OTHER
CSM 907 - Lot 2	GALLAGHER	Sean & Beth	W1336 Maureen Court	262-249-0175	bagallagher@gmail.com	Beth's cell: 262.745.8115
CSM 908 - Lot 1	RENNICK	Neil	W1455 Bloomfield Road			
CSM 908 - Lot 2	BITTNER	Dave	W1440 Maureen Court		bitt0016@yahoo.com	262-745-7505
		Sherrie				262-745-3885
CSM 909 - Lot 1	CARLSON	Angela	W1321 N. Bloomfield Rd	262-325-8673	acarlson@atproperties.com	Angela: 262.914.4394
		Matthew		262-325-8673	Mattcarlson1290@gmail.com	Cell: 262-909-3699
CSM 909 - Lot 2	HARRIST	Rob	W1339 Bloomfield Road		robharrist@gmail.com	720.386.0023
		Julie			julieonajourney@gmail.com	720.386.0002

3/13/2021

FIELD RULES FOR LAKE GENEVA AIRE ESTATES

1. All operations shall be conducted in strict accordance with latest FAA regulations and those of the State of Wisconsin Department of Transportation, Division of Aeronautics.
2. No student instruction is permitted unless prior permission is obtained from the Airport Maintenance and Operation Committee but, in any event, shall be limited to property owners and their immediate families. 4
3. Regular use of the field shall be denied to aircraft regularly engaged in commercial aviation operation specifically, but not limited to, the hauling of passengers or freight for hire, regardless of where the commercial operation is conducted.
4. The use of the field is restricted to property owners and their fly-in guests.
5. Property owners are the only ones permitted to base planes on the field.
6. Since the field is not a controlled airport, extreme caution should be used in clearing the approach prior to take-off.
7. Storage of derelict or inoperable airplanes on the field is strictly prohibited.
8. Flying in the vicinity of the field should be kept to a minimum.
9. Aircraft in excess of 7,000 lb. gross weight are strictly prohibited.
10. Any aircraft, regardless of gross weight, deemed a nuisance by the Lake Geneva Aire Estates Property Owners Association shall be prohibited from using the field.
11. Flight operations shall be permitted on a 24-hour basis. 4
12. Regular users of the field must give the Airport Maintenance and Operations Committee proof of having liability insurance coverage as follows:
    Bodily Injury $300,000.00 each person; $500,000.00 each occurrence and; $100,000.00 property damage each occurrence.
13. Aircraft run-up shall be conducted on the taxiway adjacent to where the plane is hangered or tied down.
14. No flying clubs or club type operations will be permitted.
15. The interpretation and enforcement of the Rules is the responsibility of the Airport Maintenance and Operations Committee.
16. All aircraft landing and taking off from the airstrip shall monitor plane to plane frequency 122.7 MHz
17. Runway lights will be on from dusk until midnight, then radio controlled after that.
18. Aircraft have the right of way on all roads and runways.
19. The runway is for airplane use only. There should be no walking, jogging or bicycle riding on the runway.
20. Only maintenance vehicles are allowed on the runway and taxiways.

LAKE GENEVA AIRE ESTATES
PROPERTY OWNERS ASSOCIATION, INC.
BY-LAWS

I. IDENTITY

These are the By-laws of LAKE GENEVA AIRE ESTATES PROPERTY OWNERS ASSOCIATION, INC., A Corporation, not-for-profit organized pursuant to Chapter 181 of the Wisconsin Statutes.

1. The office of the Association shall be the address of the current President of the Board of Directors. [6]
2. The fiscal year of the Association shall be the calendar year.
3. The provisions of these By-laws are applicable to all dwelling units located or to be located upon the real property described in the Declaration of Protective Covenants, Conditions, Restrictions and Easements affecting Lake Geneva Aire Estates and on any additions thereto as may hereinafter be annexed by amendment to said Declaration (hereinafter referred to as "Development"), and the terms and provisions hereof are expressly subject to the effect of the terms, provisions, conditions and authorizations contained in the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Lake Geneva Aire Estates (the "Declaration") which will be or has been recorded in the office of the Register of Deeds, Walworth County, Wisconsin.
4. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the Development or any of the facilities thereof in any manner, are subject to the regulations set forth in these By-laws and in said Articles of Incorporation and Declaration.
5. Whenever ownership of a unit changes, the Secretary and Treasurer of the Board of Directors must be notified. [6]

II. MEMBERS

1. The owner of each unit within Lake Geneva Aire Estates shall be entitled to one (1) membership in the Corporation and shall be entitled to cast one (1) vote for each unit owned provided there are no outstanding Association dues, assessments or liens. [6]
2. No person shall be a member of this Corporation who is not the legal title holder of a unit within the Development commonly known as "Lake Geneva Aire Estates" pursuant to the purposes of this Corporation to own and operate a "Restricted Landing Area and Landing Field". In the event that legal title of any unit in Lake Geneva Aire Estates is conveyed, transferred or assigned and the corresponding membership within this Corporation is withheld or denied, the Corporation shall have the right to revoke such membership upon the vote of three-fourths of the entire membership of the Board of Directors and of the Owners, who in the aggregate own not less than 75% of the total number of units of Lake Geneva Aire Estates. A new membership shall then be issued for the new title holder in accord with the Articles of Incorporation and the By-laws of the Corporation.
3. The ANNUAL MEMBERS' MEETING shall be held at the office of the Corporation or at such other place in Walworth County, Wisconsin, as may be designated in any notice of the meeting, on the second Saturday in May [4] of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held on the first day following which is not a legal holiday.
4. SPECIAL MEMBERS' MEETINGS shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from one-third of the entire membership.
5. NOTICE OF ALL MEMBERS' MEETINGS stating the time and place and the objects for which the meeting is called shall be given by the President or Vice-President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

Current 2/16/16

6. A QUORUM at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.
7. The VOTE of the owner of a single family dwelling owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.
8. PROXIES. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.
9. Approval or disapproval of an owner upon any matter, whether or not the subject of an Association meeting, shall be the same person who would cast the vote of such owner if in an Association meeting.
10. ADJOURNED MEETINGS. If any meeting of members cannot be organized because a quorum has not attended, the members who are present either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.
11. The order of business at annual members' meeting, and, as far as practical at all other members' meetings, shall be

    (a) Election of Chairman of the meeting.
    (b) Calling of the roll and certifying of proxies.
    (c) Proof of notice of meeting or waiver of notice.
    (d) Reading and disposal of any unapproved minutes.
    (e) Reports of Officers.
    (f) Reports of committees.
    (g) Election of Directors.
    (h) Unfinished business.
    (i) New business.
    (j) Adjournment.

III. DIRECTORS

1. THE BOARD OF DIRECTORS shall consist of no less than three (3) persons. Each member of the Board of Directors shall be a member of the Association or, in the event that such member of the Association is not a natural person, the appointee of such member of the Association.
2. ELECTION OF DIRECTORS shall be conducted in the following manner:
   (a) Members of the Board of Directors shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association.
   (b) Vacancies in the Board of Directors may be filled until the date of the next annual meeting by the remaining Directors.
3. The TERM of office of Directors shall be as follows:
   At the first annual meeting, the members shall elect two (2) Directors for a term of one (1) year and one (1) Director for a term of three (3) years, and at each annual meeting thereafter, the members shall elect replacement Directors as terms shall expire.
4. The ORGANIZATION MEETING of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary providing a quorum shall be present.
5. 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 Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph at least three days prior to the day named for such meeting unless such notice is waived.

6. SPECIAL MEETING of the Directors may be called by the President and must be called by the Secretary at the written request of one-third of the votes of the Board. Not less than three days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.
7. WAIVER OF NOTICE. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.
8. A QUORUM at Directors' meetings shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except as specifically otherwise provided in the Declaration. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.
9. The PRESIDING OFFICER of Directors' meetings shall be the chairman of the Board, if such an officer has been elected; and, if none, then the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.
10. DIRECTOR'S FEES, if any, shall be determined by the members.

IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board of Directors including those existing under the common law and statutes, the Articles of Incorporation of the Association, and the Declaration and all supplements thereto. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the Declaration which governs the use of the land, and shall include but not limited to the following:

1. TO MAKE AND COLLECT ASSESSMENTS against members to defray the costs of maintaining and administering the Development.
2. TO USE THE PROCEEDS of assessments in the exercise of its powers and duties;
3. THE MAINTENANCE, repair, replacement and operation of the Development.
4. THE RECONSTRUCTION of improvements after casualty and the further improvement of the property,
5. TO MAKE AND AMEND REGULATIONS respecting the use of the Development.
6. TO EXERCISE THE OPTION RIGHTS, or to waive the same, in the manner provided in the Declaration.
7. TO ENFORCE by legal means the provisions of the Declaration and all supplements thereto, the Articles of Incorporation, the By-laws of the Association, and the regulations for the use of the property in the Development.
8. TO CONTRACT FOR MANAGEMENT of the Development and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration and all supplements thereto, to have approval of the Board of Directors or the membership of the Association.
9. TO PAY TAXES AND ASSESSMENTS which are liens against any part of the Development other than individual units and the appurtenances thereto, and to assess the same against the units subject to such liens.
10. DELETED[3]
11. TO PAY THE COST of all power, water, sewer, and other utility services rendered to the Development and not billed to owners of individual units.
12. TO EMPLOY PERSONNEL for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

V. OFFICERS

1. THE EXECUTIVE OFFICERS of the Association shall be a President, who shall be a Director, a Vice-President, who shall be a Director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. Any person my hold two or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.
2. THE PRESIDENT shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.
3. THE VICE-PRESIDENT shall in the absence of disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.
4. THE SECRETARY shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and service of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or the President. THE ASSISTANT SECRETARY shall perform the duties of the Secretary when the Secretary is absent.
5. THE TREASURER shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practice; and he shall perform all other duties incident to the office of Treasurer.
6. THE COMPENSATION of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association nor preclude the contracting with a Director for the management of the Development.

VI. INDEMNIFICATION

Every Director and every officer of the Association shall without further documentation be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he maybe a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, or any settlement thereof, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance of malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not inclusive of all other rights to which such Director or officer may be entitled.

VII. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

1. ASSESSMENT ROLL. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each unit. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and

amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments.

2. BUDGET
(a) The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the following items:
(1) Common expense budget:
(i) Maintenance and operation of Common Elements and Common Area Landing field, runways and taxi strips, Landscaping, Streets and walkways, including snow removal, Lighting
(ii) Utility services
(iii) Deleted[3]
(iv) Deleted[3]
(v) Administration
(2) Proposed assessments against each member:
Copies of the proposed budget and proposed assessments shall be transmitted toeach member. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned.

3. THE DEPOSITORY of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

4. THE AUDIT of the accounts of the Association may be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.

5. FIDELITY bonds maybe required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

6. Any expenditure of money for repair/improvement of Lake Geneva Aire Estate common property must be approved a majority of the Board.[5]

7. LIENS.
(a). Liens are to be filed on unpaid dues or assessments of such bills. Any expenses incurred relating to the filing of such liens will be the responsibility of the owners being liened. Voting and flying privileges are rescinded as per Declarations and By-laws. Liens will be filed by the President or designated representative.[9]
(b). Property Owners Association is responsible for filing liens against those units (lots) that have outstanding mowing bills.[10]

VIII. PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Articles of Incorporation and By-laws of the Association or with the Statutes of the State of Wisconsin.

IX. AMENDMENTS

Amendments to the By-laws shall be proposed and adopted in the following manner:

1. NOTICE of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. A RESOLUTION adopting a proposed amendment must receive approval of three-fourths of the votes of the entire membership of the Board of Directors and of the Owners, who in the aggregate own not less than 75% of the total number of units of Lake Geneva Aire Estates. Directors and

members not present at the meetings considering the amendment may express their approval in writing.

3. INITIATION An amendment may be proposed by either the Board of Directors or by the membership of the Association and after being proposed and approved by one of such bodies it must be approved by the other.
4. These By-laws shall be amended, if necessary, so as to make the same consistent with the provision of the Declaration.

IN WITNESS WHEREOF, we, being all the Directors of the Lake Geneva Aire Estates Property Owners Association, Inc., have hereunto set our hands this __ day of December, 1974. SIGNATURES ON FILE, REGISTER OF DEEDS

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Document No.

VOL. 664 PAGE 2693

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RECORDED IN VOL. 664
PAGE 2693

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CONNIE J. NOELKER
REGISTER OF DEEDS
WALWORTH COUNTY, WI

SECOND AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS AFFECTING LAKE GENEVA AIRE ESTATES AND BYLAWS OF LAKE GENEVA AIRE ESTATES PROPERTY OWNER'S ASSOCIATION, INC. AND FIELD RULES FOR LAKE GENEVA AIRE ESTATES

RETURN TO:
ATTORNEY TIMOTHY P. SWATEK
P. O. BOX 760
LAKE GENEVA WI 53147

36.00

WHEREAS, Lake Geneva Aire Estates located in the Town of Bloomfield, Walworth County, Wisconsin is subject to a Declaration of the original of which was recorded at Volume 127 of Records at Page 298 in the Office of the Register of Deeds in and for Walworth County, Wisconsin and subsequently amended and restated in a document recorded in Volume 653 of Records at page 8550 as Document No. 379371 in the Office of the Register of Deeds in and for Walworth County, Wisconsin; and

WHEREAS, Lake Geneva Aire Estates Property Owner's Association, Inc., is the entity managing the affairs of the Association, being an Association of the unit owners therein; and

WHEREAS, from time to time since its inception, certain Amendments have occurred to the Declaration, Bylaws, and Field Rules associated therewith; and

WHEREAS, for purposes of readability, the Association has determined to restate the Declaration, Bylaws, and Field Rules incorporating all changes which have occurred therein through May 30, 1998,

NOW, THEREFORE, for the reasons set forth herein, the undersigned state as follows:

1. That attached hereto and incorporated herein by reference are the restated Declaration of Protective Covenants, Conditions, Restrictions and Easements of Lake Geneva Aire Estates Property Owner's Association, Inc., its Bylaws, and Field Rules. That Lake Geneva Aire Estates Property Owner's Association, Inc. records this set of documents and intends same as a codification of all Amendments to the original documents through May 30, 1998.

Exhibit "D" to this recording is a listing of the date of approval and an indication of the identity of the originating body who originated each Amendment. Each Amendment was approved by the requisite number of votes of both the Board of Directors and the Membership as is required under the Declaration and Bylaws.

2. The signatories hereto, officers of Lake Geneva Aire Estates Property Owner's Association, Inc., do hereby certify that the representations contained herein are true and correct and that the attachments hereto constitute the amended and restated Declaration of Protective Covenants, Conditions, Restrictions and Easements of Lake Geneva Aire Estates Property Owner's Association, Inc., its Bylaws and Field Rules from the date of inception through May 30, 1998 and that the Amendments hereto as codified in this restated Declaration, Bylaws and Rules have been voted upon and approved by the required percentage of votes of the Membership and of the Board of Directors as required in the Declaration and Bylaws.

This document shall be recorded in the office of the Register of Deeds in and for Walworth County, Wisconsin and copies shall be mailed to each unit owner by the Association's secretary.

LAKE GENEVA AIRE ESTATES
PROPERTY OWNER'S, INC.
by: _____
President

_____
Secretary

STATE OF WISCONSIN)
)ss
COUNTY OF WALWORTH)

Personally came before me this 28th day of May, 1999, the above named GARY HADLINE and MICHAEL MAKBECK to me known to be the persons who executed the foregoing instrument and acknowledge the same.

_____
Notary Public, Walworth County, Wisconsin
My commission is permanent.
If not, state expiration date: 01-21-07

This document was drafted by
Attorney Timothy P. Swatek
Lake Geneva, WI 53147

DECLARATION OF PROTECTIVE COVENANTS CONDITIONS, RESTRICTIONS AND EASEMENTS AFFECTING LAKE GENEVA AIRE ESTATES

THIS DECLARATION made this 9th day of December, 1974, by Daniel F. Kavanaugh and Irene Kavanaugh, his wife, and George J. Mantoan and Marsha L. Mantoan, his wife, (hereinafter referred to as "Declarants"), set forth hereinafter their declaration of protective covenants, conditions and easements affecting LAKE GENEVA AIRE ESTATES, hereinafter legally described;

A parcel of land located in the Southwest 1/4 of Section 3, the Southeast 1/4 of Section 4 and the Northeast 1/4 of the Northeast 1/4 of Section 9, T 1 N, R 18 E, Walworth County, Wisconsin, described as follows: Beginning at the West 1/4 corner of said Section 3; thence S 89° 37'45" E 580.41 feet along the North line of said Section 3; thence S 11° 38'50" W 459.01 feet; thence S 89° 37'45" E 242.35 feet to the center line of Clover Road; thence S 11° 38'50" W 441.84 feet along said center line; thence along the arc of a curve to the left, the radius being 647.12 feet and the chord bearing S 5° 31'40" E 382.16 feet; thence S 22° 42'10" E 70.70 feet; thence N 89° 37'20" W 694.80 feet to the West line of said Section 3; thence S 0° 26'20" E 1328.75 feet along said West line; thence S 0° 28'00" E 212.35 feet along the East line of said Section 9 to the Northeasterly right-of-way line of U.S. Highway 12; thence N 53° 36'25" W 3309.27 feet along said right-of-way to the North-South 1/4 line of said Section 4; thence N 0° 34'30" W 954.51 feet to the East-West 1/4 line of said Section 4; thence S 89° 23'30" E 2651.25 feet along said East-West 1/4 line to the place of beginning. Containing 134.64 acres.

and are desirous of subjecting LAKE GENEVA AIRE ESTATES to the restrictions, conditions, reservations, easements, liens and charges hereafter set forth, each and all which is and are for the benefit of each unit contained therein and for each owner thereof and shall inure to the benefit of and pass with each unit contained therein and shall be deemed to run with the land and shall constitute benefits and burdens to the Declarants, their heirs and assigns and to all parties hereinafter having any interest in the property, and

WHEREAS, the Declarants heretofore have caused to be prepared a plat of survey showing the exterior boundaries of the aforesaid LAKE GENEVA AIRE ESTATES, said plat of survey being Exhibit A, attached hereto and incorporated herein, and

WHEREAS, the Declarants intend to and shall create thirty-seven (37)[2] parcels of land (hereinafter called "units") by metes and bounds descriptions, certified surveys and subdivision, within the exterior boundaries as shown on the plat of survey marked Exhibit A, and

{This document contains the changes as of January 1, 1998. The changes to the orginial document are shown by underlining with the superscript number referring to the date of change as shown on the Reference for Changes, Exhibit "D"}

WHEREAS, the purposes of this Declaration are to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereof of poorly designed or proportioned structures; and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate free space between structures; and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of building sites therein; and

WHEREAS, it is the desire and intention of the Declarants to encourage prospective purchasers of units, both vacant and improved, in Lake Geneva Aire Estates, to buy such units and to build artistic homes with grounds suitably lawned and landscaped, all in keeping with a general scheme of development, and to secure such purchasers in the building of such homes protection against the construction and maintenance of any structure or building not in keeping with such a general scheme of development, all to the end that Lake Geneva Aire Estates shall be developed as a high type suburban district, and to stabilize and fix conditions in said Lake Geneva Aire Estates and the neighborhood in which it is located for such reasonable and sufficient period of time as to warrant the development of such character within Lake Geneva Aire Estates;

NOW, THEREFORE, the Declarants, on behalf of themselves, their heirs successors and assigns, do hereby declare that each and all of the thirty-seven (37)[7] units to be contained in Lake Geneva Aire Estates shall be and are hereby made subject to the following reservations, obligations, easements, building lines, set-back, building restrictions, conditions, rights, powers, charges, exemptions, and agreements; that all of said reservations, obligations, easements, building lines, set-backs, building restrictions, conditions, rights, powers, charges, exemptions, and agreement affecting any unit or part of a unit in Lake Geneva Aire Estates shall inure to the benefit of every other unit or part of unit in said Lake Geneva Aire Estates, and that each unit or portion of Lake Geneva Aire Estates sold, assigned, or conveyed shall be subject to such reservations, obligations, easements, building lines, set-backs, building restrictions, conditions, rights, powers, charges, exemptions and agreements;

1. The Declarants shall have the right to grant easements for the construction, erection and maintenance of sanitary and storm sewer lines, gas lines, telephone and electric light poles, and the installation of subsidiary pipes, wires, and cables in, over, through, under and upon the premises described in Exhibit A, and to construct or install underground conduits or cables along property at such points as are necessary. Declarants shall have the right to establish easements for

ingress and egress in, over, through, upon and along the front of all units for pedestrian travel and through private roadways for airplane taxi and which easement right of establishment shall be vested in Declarants. The Declarants hereby grant a perpetual and assignable easement and right of way for the free and unobstructed passage of aircraft in, through and across the air space above the development in accordance with the latest FAA regulations and those of the State of Wisconsin Department of Transportation, Division of Aeronautics including, but not limited to the right to clear and heed clear the said land of any and all obstructions, prevent future construction of any building or structure, or control the height of any structure, building, tree or trees affecting the approach, landing or take-off of aircraft.

2. All of the said units shall be used for single family, private dwelling purposes, and which dwellings shall be not more than two and one-half stories, and no building or structure of any kind whatsoever shall be erected, altered, reconstructed, or maintained or permitted to remain on any building site except single family dwelling houses with attached garages not to exceed more than three (3) automobiles, a hangar, horse stable facilities, and swimming pool equipment structures built in concert with, or as a later adjunct to, the construction of a swimming pool in conformance with County Building and Zoning requirements and the general architectural provisions of the covenants[4] ; each dwelling house shall be designed or erected for occupation by a single private family, and no more than one such single family dwelling house with attached garage shall be built on any said units.

3. No dwelling house or residence shall be constructed or maintained upon any of the units or part or parts thereof as hereinafter designated unless such dwelling house or residence shall contain the following minimum square feet of living space exclusive of breezeway, garage, hangar, porch or bay windows, and shall be constructed of materials as hereinafter designated:

(a) One-story building – two thousand (2,000)[4] square feet;
(b) Two-story building – First Floor, One thousand two hundred (1,200)[4] square feet; Second floor, Eight hundred (800)[4] square feet.
(c) Fifty percent (50%) of the exteriors of such dwelling house or residence shall be constructed of masonry materials. This requirement may be waived by the Architectural Committee.[4]
(d) Construction of any said building or structure shall be completed within one (1) year from date construction begins. In the event construction is not completed within one year from date construction begins, the owner shall pay as liquidated damages and not as a penalty, the sum of $25.00 per day to the Declarants or Association.
(e) That no building shall be erected, placed or altered closer than fifty (50) feet from said front and rear unit lot lines or closer than twenty-five (25) feet from said side unit lot lines.

(f) No dwelling or house shall be constructed upon any of the units (lots), part or parts thereof in Lake Geneva Aire Estates unless a irrevocable bond is first presented the Architectural Committee of Lake Geneva Aire Estates naming Lake Geneva Aire Estate Property Owners Association, Inc. as payee in an amount of not less than Five Thousand ($5,000) Dollars, which bond shall insure repair and/or replacement of aspects of Lake Geneva Aire Estates damaged in the course of such construction whetherby the respective owner, his or her contractors, utility companies, inspectors, or any other persons directly or indirectly involved therewith.[13] Such performance bond may be in the form of a surety bond or common, secure, nonspeculative financial instrument - such as a passbook savings account or certificateof deposit - institued to and held by Lake Geneva Aire Estates Property Owner's Association Inc. - and releasable by the Treasurer of the Association upon satisfactory performance by the property owner, any interest accruing to the property owner.[14]

(g) Damages to the Aire Estates roads or runway caused by heavy equipment or as a result of building will be the responsibility of the owner and will be repaired to the satisfaction of the Architectural Committee. Otherwise, the Association will repair and bill the building home owner for repairs.[12]

4. No building shall be erected, placed or altered on any premises in said Development until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the Development, and as to location of the building with respect to topography and finished ground elevation, by the Architectural Committee to be appointed by the Board of Directors of the Lake Geneva Aire Estates Property Owners Association, which appointment shall be made by the Board of Directors of the Association. The Board of Directors shall select at least three (3) persons for said Architectural Committee who are the owners of a unit or units in the Lake Geneva Aire Estates. In the event of the death, resignation of any member of said committee, the Board of Directors of the Association at a special meeting shall fill such vacancy, if any, by appointment. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it and proper receipt given therefor, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Declaration will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Declaration. The Architectural Committee will advise anyone submitting plans of "do's and don'ts" regarding contractors or suppliers bringing in heavy equipment or trucks.[11]

The Architectural Committee shall not approve the erection, placement, or alteration of any properties within Lake Geneva Aire Estates unless it has first received and verified the existence of a performance bond as provided in paragraph 3

(f) of these Protective Covenants, Conditions, Restrictions and Easements. The Board of Directors or any owner within the Association may bring an action to enjoin construction within Lake Geneva Aire Estates due to the failure to obtain a bond as provided in paragraph 3 (f) of the Declaration of Protective Covenants, Conditions, Restrictions and Easements together with such other relief as is authorized in paragraph 22 of the Declaration. [13]

5. FENCES. With approval of the Architectural Committee, which shall be within the sole discretion of the Architectural Committee, a fence not to exceed five (5) feet in height may be built, constructed or maintained at any point within three (3) feet of the exterior perimeter of all land subject to the Declaration of Protective Covenants, Restrictions and Easements Affecting Lake Geneva Aire Estates even if such fence is located between the street line and the building line established across each unit. [14]

6. All rubbish, trash, and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

7. No nuisances shall be allowed upon the Development nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Development by its residents.

(a) Planting and gardens shall be limited to one-half (½) acre per unit.

8. No chickens or other fowl or live stocks, except horses, shall be kept or harbored on any of said units and all other pets must be restrained and owners shall be responsible for the actions of their pets.

9. No signs, posters, or advertisements of any kind or description shall be erected, maintained or displayed on any of the existing property or any part thereof, visible to public view, except that "For Sale" signs no larger than 10" X 15" may be exhibited on a unit. The provisions hereof shall not apply to the Declarants.

10. No trade or business of any kind or character, nor the practice of any profession, nor any building or structure designed or intended for any purpose connected with any trade, business or profession, shall be permitted on any of the existing property. No nuisance shall be permitted or maintained upon any of the existing property.

11. The Declarants, or their heirs and assigns, during the time they shall continue to be the owner of units in Lake Geneva Aire Estates, may use a unit or units for the purpose of building thereon a model home or homes for the purpose of exhibiting the same to the public and shall be entitled to invite public inspection of said model or model homes.

12. Regulations concerning the use of the Development may be promulgated by an Association hereinafter set forth. In the event any Property Owners Association is

formed involving Lake Geneva Aire Estates, the owner of each building site shall be entitled to one membership in such Property Owners Association and the Declarants and their heirs and assigns shall be entitled to a voting membership for each unit owned by the Declarants herein. Regulations set forth by the Association shall not be binding on the owners until copies of said regulations are furnished to each owner.

13. If any Unit Owner at any time shall violate or attempt to violate any of the covenants, conditions, restrictions, agreements, reservations or easements herein provided, it shall be lawful for the Association or any individual Unit Owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate and to prevent them from so doing or to recover damages or other recompense for such violations.

14. Any site drive constructed may not extend closer than ten (10) feet to the side unit line.

15. Each owner of any unit herein shall undertake to grade the front and rear yards of each unit, in accordance with established and recognized engineering practices in order that proper drainage for surface water and septic tank fields shall be provided. In the event any grade is disturbed or changed by any purchaser or occupant, the Declarants are herewith held harmless from any and all consequences to adjacent units and such owner or occupant disturbing or changing any grade shall be considered as having violated this Declaration as provided. In the event that dirt is removed as a result of constructing a driveway and/or garage, the dirt must be removed from the unit or used as terracing immediately adjacent to the house foundation only.

16. Each and all of the restrictions, conditions, covenants, charges and easements herein contained shall continue and be binding upon the Declarants, their heirs and assigns, from the date hereof, and shall in any event be limited to no specific period of time.

17. Notwithstanding the provisions of the prior paragraph, the Declarants expressly reserve the right in their sole discretion either to increase or decrease the minimum square feet of living space for any residence that may hereafter be constructed on any unit in Lake Geneva Aire Estates provided, however, that such decrease, if any, shall not be more than ten percent (10%) of the minimum as expressed in Paragraph (3) hereof.

18. The Declarants are confirming herewith that the existing airstrip located on the premises described in Exhibit A, is a landing field and that ownership thereof will be transferred to the Lake Geneva Aire Estates Property Owners Association and that the landing field and its availability for use as such is subject to the following terms and conditions:

(a) That said airstrip shall only be used as a landing field in the manner as defined by the rules, regulations and orders of the Civil Aeronautic Authority, and such ordinances, rules, and regulations as may be promulgated by the Wisconsin Department of Transportation, Division of Aeronautics and as hereinafter provided;

(b) That only the fee simple title owners of units, both inclusive, or their respective lessees, if any, shall have the right to use the landing field (deleted)[4] and the Association only shall have the right to grant permission to such other persons as it may elect to use the landing field;

(c) That the Association shall have the right to adopt and enforce reasonable rules and regulations with respect to the use of the landing field, provided that such rules and regulations shall be consistent with safety and with the rules and regulations and ordinances of the Civil Aeronautics Authority with respect to civil aircraft operations and landing fields, and provided further that such rules and regulations shall not be inconsistent with any ordinances, rules and regulations as maybe promulgated, by the Wisconsin Department of Transportation, Division of Aeronautics;

(d) That the Association shall assess each unit owner for the costs of operation, maintenance, repair and property taxes pertaining to the landing field and runway, whether or not said landing field and runway is actually used by the unit owner. Each unit shall pay such maintenance fee only in its proportionate share to the total costs of maintenance and taxes as to the number of units authorized to use said landing field and runway;

(e) That the Association shall have the right to withhold the use of the landing field from any owner or lessee who is in default in the payment of the maintenance fee;

(f) That the Association shall operate, maintain and keep the landing field in good repair and pay all general taxes and special assessments levied against the landing field;

(g) That the Association shall have the right to cancel the rights of users of said landing field as provided for herein upon or after the happenings of any of the following events;

(1) The failure or refusal of the Civil Aeronautics Authority to permit the Association to maintain and operate a landing field with any type of civil aircraft;

(2) The failure or refusal of any political subdivision as authorized under Chapter 114 of the Wisconsin Statutes, to permit the Association to maintain and operate a landing field for any type of civil aircraft;

(3) The issuance by any Court of competent jurisdiction of an injunction in anyway preventing or restraining the use of the landing field for any type of civil aircraft;

(h) Each owner or user or lessee, prior to using the landing field, shall deposit with the Association certificate of insurance certifying that such person has in

force aircraft personal injury and property damage for the operation of civil aircraft owned or operated by such person, in the amount of $300,000.00 for one person and $500,000.00 for one accident involving public liability and $100,000.00 property damage;

(i) Each owner or user of a landing field by the action of using said landing field with such person's civil aircraft, agrees forthwith to indemnify and hold harmless from and against all liability for injuries to persons or damage to property caused by such person's negligence in the use of the landing field provided, however, that such person shall not be liable for any injury or damage caused by the negligence of the Association's agents or employees;

(j) No civil aircraft shall be stored or parked in the landing field or in any part of the landing field, or taxi strip and the housing and storage of civil aircraft shall be on the premises of such owner. In the event that such owner shall house such aircraft in the hangar, such hangar shall be constructed with substantially the same materials, as the residence of such owner and shall be designed to architecturally blend with such residence, and the construction of which hangar shall also be under the supervision of the Architectural Committee herein above provided.

19. Declarants reserve the right to take any action they consider necessary and expedient to protect the approach zone to the landing field, from any obstruction, and Declarants reserve the right to prevent the owners of any of the units herein from erecting or permitting the erection of any building or other structure which would limit the usefulness of the landing field or constitute a hazard to civil aircraft using said landing field.

20. The administration of the Development, including but not limited to the acts required of the Association shall be governed by the following provisions:

(a) The Association shall be incorporated under the name Lake Geneva Aire Estates Property Owners Association, as a corporation not-for-profit under the laws of the State of Wisconsin. Any other form of organization for the Association may be substituted after first obtaining the written approval of all of the members thereof.

(b) The By-Laws of the Association shall be in the form attached as Exhibit B until such are amended in the manner therein provided.

(c) The duties and powers of the Association and the Board of Directors shall be those set forth in this Declaration, the Articles of Incorporation and the By-Laws, together with those reasonably implied to effect the purposes of the Association and this Declaration. The powers and duties of the Association and of the Board shall be exercised in the manner provided in the Articles of Incorporation and the By-Laws and any duties or rights of the Association and the Board which are granted by or to be exercised in accordance with the provisions of this Declaration, shall be so exercised except that wherever this Declaration requires

the act or approval of the Board of Directors of the Association, such act or approval must be that of the Board done or given in accordance with the By-Laws.

(d) Notices or demands, for any purpose, shall be given by the Association or the Board to Unit Owners and by Unit Owners to the Association and other Unit Owners or the Board in the manner provided for notices to members of the Association by the By-Laws of the Association.

(e) All funds and the titles of all properties acquired by the Association or the Board and the proceeds thereof after deducting therefrom the costs incurred by the Association or the Board in acquiring the same shall be held for the benefit of the Owners for the purposes herein stated.

(f) Until the Declarants determine otherwise, but in any case for a period of not exceeding 6 years after the date of recording of this Declaration with the Register of Deeds, Walworth County, Wisconsin, the management and administration of the Association and of the existing property and of the additional property, shall vest in the Declarants, their heirs and assigns.

21. It is further agreed that the obligations, reservations, easements, building lines, set-backs, building restrictions, conditions, rights, powers, charges, exceptions, and agreements herein contained shall constitute an easement and servitude in and upon the said units or premises and every part thereof, and that they shall run with the land and shall inure to the benefit of and be binding upon and enforceable by the Declarants herein, their heirs and assigns, and by any unit in said Lake Geneva Aire Estates, and the grantees, and the heirs, executors, administrators, successors and assigns, of said purchaser; and further, that failure by either the Declarants or by the owner of any unit in said Lake Geneva Aire Estates or any property owners association to enforce any obligations, reservations, easements, building lines, set-backs, building restrictions, conditions, rights, powers, charges, exceptions, and agreements herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto.

22. Each owner shall be governed by and shall comply with the terms of the Lake Geneva Aire Estates Documents and Regulations adopted pursuant thereto and said Lake Geneva Estates Documents and Regulations as they may be amended from time to time. A default shall entitle the Association, the Board or other owners to the following relief:

(a) LEGAL PROCEEDING: Failure to comply with any of the terms of the Lake Geneva Aire Estates Documents and Regulations adopted pursuant thereto, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof and which relief maybe sought by the Association, the Board, or if appropriate by an aggrieved owner, as the case may be.

(b) All Unit Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by this act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance which may be carried by the Board. Such liability rates occasioned by use, misuse, occupancy, or abandonment of a unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

(c) COSTS AND ATTORNEYS' FEES: In any proceeding arising because of an alleged default by an Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

(d) NO WAIVER OF RIGHTS: The failure of the Association, the Board or of an Owner to enforce any right, provision, covenant or condition which may be granted by the Lake Geneva Aire Estates Documents shall not constitute a waiver of the right or of a continuing right of the Association, the Board or Owner to enforce such right, provision, covenant or condition in the future irrespective of the number of violations, defaults or breaches which may or may not have occurred.

(e) All rights, remedies and privileges granted to the Association, the Board or an Owner pursuant to any terms, provisions, covenants or conditions of the Lake Geneva Aire Estates Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the Lake Geneva Aire Estates or at law or in equity.

23. This Declaration maybe amended in the following manner:
DECLARATION: Amendments to the Declaration shall be proposed and adopted as follows:

(a) NOTICE: Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the Notice of any meeting at which a proposed amendment is considered.

(b) RESOLUTION: A Resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the Owners meeting as members of the Association and after being proposed and approved by either of such bodies, must be approved by the other. Members of the Board of Directors and Owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Such approval must be by not less than seventy-five percent (75%) of the Shares.

As additional properties are added to this Declaration, Units as described therein shall be included in determining the foregoing requirements for approval of an amendment to this Declaration. Wherever the term "Unit Owner" or "Owner" is used in this Declaration, it shall be deemed to include

without further reference all Owners of such additional units as are made subject to this Declaration.

(c) RECORDING: A copy of each amendment shall be certified by at least two (2) officers of the Association as having been duly adopted and shall be effective when recorded in the Office of the Register of Deeds, Walworth County, Wisconsin. Copies of the same shall be sent to each Unit Owner in the manner elsewhere provided for the giving of notices but the same shall not constitute a condition precedent to the effectiveness of such amendment.

24. Invalidation of any of the restriction, conditions, covenants, charges, easements and agreements herein contained by judgment or court order shall in no way affect any of the other provisions contained in this Declaration of Restrictions, and all such other provisions shall remain in full force and affect.

25. The rights reserved in this Declaration to the Declarants, shall apply with equal force and effect to their heirs and assigns, including any Property Owners' Association by them formed in connection with the maintenance and preservation of the covenants, conditions, rights, and privileges created herein.

26. This Declaration shall be terminated, if at all, in the following manner: The termination of this Declaration may be effected by the agreement of all Unit Owners and lienholders. The termination shall become effective when such agreement has recorded in the Office of the Register of Deeds, Walworth County, Wisconsin.

27. In the event any person shall acquire or be entitled to the issuance of a tax deed covering the interest of any Owner, such interest so acquired shall be subject to all provisions of this Declaration and the Lake Geneva Aire Estates Documents.

28. That Exhibit C entitled "Field Rules for Lake Geneva Aire Estates" are hereby incorporated in this Declaration with the same force and effect as if said provisions were in this paragraph set forth verbatim.

IN WITNESS WHEREOF, the said Daniel F. Kavanaugh and Irene Kavanaugh, his wife, and George J. Mantoan and Marsha L. Mantoan, his wife, have caused this document to be signed this 9th day of December, 1974.

Executed in the Presence of: SIGNATURES ON FILE, REGISTER OF DEEDS

REFERENCE FOR CHANGES
EXHIBIT "D"

(1) Property Owners Association	May 16, 1987
(2) Property Owners Association	March 28, 1982; Jan. 21, 1980
(3) Property Owners Association	Jan. 31, 1981; Feb. 16, 1981
(4) Property Owners Association	Nov. 3, 1978
(5) Board Meeting	Aug. 17, 1989
( ) Property Owners Association	May 20, 1989
(7) Property Owners Association	March 18, 1979; Nov. 3, 1978
(8) Property Owners Association	Feb. 1, 1986
(9) Property Owners Association	Apr. 6, 1982; May 14, 1987; May 14, 1988; July 1, 1988; May 27, 1989
(10) Property Owners Association	May 20, 1989
(11) Board Meeting	May 27, 1989
(12) Property Owners Association	June 13, 1987
(13) Property Owners Association	May 18, 1996
(14) POA "Pool buildings"	May 30, 1998
POA "FENCES"	August 9, 2011

FIELD RULES FOR LAKE GENEVA AIRE ESTATES

1. All operations shall be conducted in strict accordance with latest FAA regulations and those of the State of Wisconsin Department of Transportation, Division of Aeronautics.
2. No student instruction is permitted unless prior permission is obtained from the Airport Maintenance and Operation Committee but, in any event, shall be limited to property owners and their immediate families. 4
3. Regular use of the field shall be denied to aircraft regularly engaged in commercial aviation operation specifically, but not limited to, the hauling of passengers or freight for hire, regardless of where the commercial operation is conducted.
4. The use of the field is restricted to property owners and their fly-in guests.
5. Property owners are the only ones permitted to base planes on the field.
6. Since the field is not a controlled airport, extreme caution should be used in clearing the approach prior to take-off.
7. Storage of derelict or inoperable airplanes on the field is strictly prohibited.
8. Flying in the vicinity of the field should be kept to a minimum.
9. Aircraft in excess of 7,000 lb. gross weight are strictly prohibited.
10. Any aircraft, regardless of gross weight, deemed a nuisance by the Lake Geneva Aire Estates Property Owners Association shall be prohibited from using the field.
11. Flight operations shall be permitted on a 24-hour basis. 4
12. Regular users of the field must give the Airport Maintenance and Operations Committee proof of having liability insurance coverage as follows:
    Bodily Injury $300,000.00 each person; $500,000.00 each occurrence and; $100,000.00 property damage each occurrence.
13. Aircraft run-up shall be conducted on the taxiway adjacent to where the plane is hangered or tied down.
14. No flying clubs or club type operations will be permitted.
15. The interpretation and enforcement of the Rules is the responsibility of the Airport Maintenance and Operations Committee.
16. All aircraft landing and taking off from the airstrip shall monitor plane to plane frequency 122.7 MHz
17. Runway lights will be on from dusk until midnight, then radio controlled after that.
18. Aircraft have the right of way on all roads and runways.
19. The runway is for airplane use only. There should be no walking, jogging or bicycle riding on the runway.
20. Only maintenance vehicles are allowed on the runway and taxiways.

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CONNIE J. MIDDLEVER
REGISTER OF DEEDS
WALWORTH COUNTY, WI

SECOND AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS AFFECTING LAKE GENEVA AIRE ESTATES AND BYLAWS OF LAKE GENEVA AIRE ESTATES PROPERTY OWNER'S ASSOCIATION, INC. AND FIELD RULES FOR LAKE GENEVA AIRE ESTATES

RETURN TO:
ATTORNEY TIMOTHY P. SWATEK
P. O. BOX 760
LAKE GENEVA WI 53147

36.00

WHEREAS, Lake Geneva Aire Estates located in the Town of Bloomfield, Walworth County, Wisconsin is subject to a Declaration of the original of which was recorded at Volume 127 of Records at Page 298 in the Office of the Register of Deeds in and for Walworth County, Wisconsin and subsequently amended and restated in a document recorded in Volume 653 of Records at page 8550 as Document No. 379371 in the Office of the Register of Deeds in and for Walworth County, Wisconsin; and

WHEREAS, Lake Geneva Aire Estates Property Owner's Association, Inc., is the entity managing the affairs of the Association, being an Association of the unit owners therein; and

WHEREAS, from time to time since its inception, certain Amendments have occurred to the Declaration, Bylaws, and Field Rules associated therewith; and

WHEREAS, for purposes of readability, the Association has determined to restate the Declaration, Bylaws, and Field Rules incorporating all changes which have occurred therein through May 30, 1998.

NOW, THEREFORE, for the reasons set forth herein, the undersigned state as follows:

1. That attached hereto and incorporated herein by reference are the restated Declaration of Protective Covenants, Conditions, Restrictions and Easements of Lake Geneva Aire Estates Property Owner's Association, Inc., its Bylaws, and Field Rules. That Lake Geneva Aire Estates Property Owner's Association, Inc. records this set of documents and intends same as a codification of all Amendments to the original documents through May 30, 1998.

Exhibit "D" to this recording is a listing of the date of approval and an indication of the identity of the originating body who originated each Amendment. Each Amendment was approved by the requisite number of votes of both the Board of Directors and the Membership as is required under the Declaration and Bylaws.

2. The signatories hereto, officers of Lake Geneva Aire Estates Property Owner's Association, Inc., do hereby certify that the representations contained herein are true and correct and that the attachments hereto constitute the amended and restated Declaration of Protective Covenants, Conditions, Restrictions and Easements of Lake Geneva Aire Estates Property Owner's Association, Inc., its Bylaws and Field Rules from the date of inception through May 30, 1998 and that the Amendments hereto as codified in this restated Declaration, Bylaws and Rules have been voted upon and approved by the required percentage of votes of the Membership and of the Board of Directors as required in the Declaration and Bylaws.

This document shall be recorded in the office of the Register of Deeds in and for Walworth County, Wisconsin and copies shall be mailed to each unit owner by the Association's secretary.

LAKE GENEVA AIRE ESTATES
PROPERTY OWNER'S, INC.
by: _____
President

_____
Secretary

STATE OF WISCONSIN)
) ss
COUNTY OF WALWORTH)

Personally came before me this 28th day of May, 1999, the above named GARY HADLINE and MICHAEL HAKBECK to me known to be the persons who executed the foregoing instrument and acknowledge the same.

_____
Notary Public, Walworth County, Wisconsin
My commission is permanent.
If not, state expiration date: 01-21-01

This document was drafted by
Attorney Timothy P. Swatek
Lake Geneva, WI 53147

DECLARATION OF PROTECTIVE COVENANTS CONDITIONS, RESTRICTIONS AND EASEMENTS AFFECTING LAKE GENEVA AIRE ESTATES

THIS DECLARATION made this 9th day of December, 1974, by Daniel F. Kavanaugh and Irene Kavanaugh, his wife, and George J. Mantoan and Marsha L. Mantoan, his wife, (hereinafter referred to as "Declarants"), set forth hereinafter their declaration of protective covenants, conditions and easements affecting LAKE GENEVA AIRE ESTATES, hereinafter legally described;

A parcel of land located in the Southwest 1/4 of Section 3, the Southeast 1/4 of Section 4 and the Northeast 1/4 of the Northeast 1/4 of Section 9, T 1 N, R 18 E, Walworth County, Wisconsin, described as follows: Beginning at the West 1/4 corner of said Section 3; thence S 89° 37'45" E 580.41 feet along the North line of said Section 3; thence S 11° 38'50" W 459.01 feet; thence S 89° 37'45" E 242.35 feet to the center line of Clover Road; thence S 11° 38'50" W 441.84 feet along said center line; thence along the arc of a curve to the left, the radius being 647.12 feet and the chord bearing S 5° 31'40" E 382.16 feet; thence S 22° 42'10" E 70.70 feet; thence N 89° 37'20" W 694.80 feet to the West line of said Section 3; thence S 0° 26'20" E 1328.75 feet along said West line; thence S 0° 28'00" E 212.35 feet along the East line of said Section 9 to the Northeasterly right-of-way line of U.S. Highway 12; thence N 53° 36'25" W 3309.27 feet along said right-of-way to the North-South 1/4 line of said Section 4; thence N 0° 34'30" W 954.51 feet to the East-West 1/4 line of said Section 4; thence S 89° 23'30" E 2651.25 feet along said East-West 1/4 line to the place of beginning. Containing 134.64 acres.

and are desirous of subjecting LAKE GENEVA AIRE ESTATES to the restrictions, conditions, reservations, easements, liens and charges hereafter set forth, each and all which is and are for the benefit of each unit contained therein and for each owner thereof and shall inure to the benefit of and pass with each unit contained therein and shall be deemed to run with the land and shall constitute benefits and burdens to the Declarants, their heirs and assigns and to all parties hereinafter having any interest in the property, and

WHEREAS, the Declarants heretofore have caused to be prepared a plat of survey showing the exterior boundaries of the aforesaid LAKE GENEVA AIRE ESTATES, said plat of survey being Exhibit A, attached hereto and incorporated herein, and

WHEREAS, the Declarants intend to and shall create thirty-seven (37)[1] parcels of land (hereinafter called "units") by metes and bounds descriptions, certified surveys and subdivision, within the exterior boundaries as shown on the plat of survey marked Exhibit A, and

{This document contains the changes as of January 1, 1998. The changes to the orginial document are shown by underlining with the superscript number referring to the date of change as shown on the Reference for Changes, Exhibit "D"}

WHEREAS, the purposes of this Declaration are to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereof of poorly designed or proportioned structures; and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate free space between structures; and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of building sites therein; and

WHEREAS, it is the desire and intention of the Declarants to encourage prospective purchasers of units, both vacant and improved, in Lake Geneva Aire Estates, to buy such units and to build artistic homes with grounds suitably lawned and landscaped, all in keeping with a general scheme of development, and to secure such purchasers in the building of such homes protection against the construction and maintenance of any structure or building not in keeping with such a general scheme of development, all to the end that Lake Geneva Aire Estates shall be developed as a high type suburban district, and to stabilize and fix conditions in said Lake Geneva Aire Estates and the neighborhood in which it is located for such reasonable and sufficient period of time as to warrant the development of such character within Lake Geneva Aire Estates;

NOW, THEREFORE, the Declarants, on behalf of themselves, their heirs successors and assigns, do hereby declare that each and all of the thirty-seven (37)[7] units to be contained in Lake Geneva Aire Estates shall be and are hereby made subject to the following reservations, obligations, easements, building lines, set-back, building restrictions, conditions, rights, powers, charges, exemptions, and agreements; that all of said reservations, obligations, easements, building lines, set-backs, building restrictions, conditions, rights, powers, charges, exemptions, and agreement affecting any unit or part of a unit in Lake Geneva Aire Estates shall inure to the benefit of every other unit or part of unit in said Lake Geneva Aire Estates, and that each unit or portion of Lake Geneva Aire Estates sold, assigned, or conveyed shall be subject to such reservations, obligations, easements, building lines, set-backs, building restrictions, conditions, rights, powers, charges, exemptions and agreements;

1. The Declarants shall have the right to grant easements for the construction, erection and maintenance of sanitary and storm sewer lines, gas lines, telephone and electric light poles, and the installation of subsidiary pipes, wires, and cables in, over, through, under and upon the premises described in Exhibit A, and to construct or install underground conduits or cables along property at such points as are necessary. Declarants shall have the right to establish easements for

ingress and egress in, over, through, upon and along the front of all units for pedestrian travel and through private roadways for airplane taxi and which easement right of establishment shall be vested in Declarants. The Declarants hereby grant a perpetual and assignable easement and right of way for the free and unobstructed passage of aircraft in, through and across the air space above the development in accordance with the latest FAA regulations and those of the State of Wisconsin Department of Transportation, Division of Aeronautics including, but not limited to the right to clear and heed clear the said land of any and all obstructions, prevent future construction of any building or structure, or control the height of any structure, building, tree or trees affecting the approach, landing or take-off of aircraft.

2. All of the said units shall be used for single family, private dwelling purposes, and which dwellings shall be not more than two and one-half stories, and no building or structure of any kind whatsoever shall be erected, altered, reconstructed, or maintained or permitted to remain on any building site except single family dwelling houses with attached garages not to exceed more than three (3) automobiles, a hangar, horse stable facilities, and swimming pool equipment structures built in concert with, or as a later adjunct to, the construction of a swimming pool in conformance with County Building and Zoning requirements and the general architectural provisions of the covenants[4] ; each dwelling house shall be designed or erected for occupation by a single private family, and no more than one such single family dwelling house with attached garage shall be built on any said units.

3. No dwelling house or residence shall be constructed or maintained upon any of the units or part or parts thereof as hereinafter designated unless such dwelling house or residence shall contain the following minimum square feet of living space exclusive of breezeway, garage, hangar, porch or bay windows, and shall be constructed of materials as hereinafter designated:

(a) One-story building -- two thousand (2,000)[4] square feet;
(b) Two-story building -- First Floor, One thousand two hundred (1,200)[4] square feet; Second floor, Eight hundred (800)[4] square feet.
(c) Fifty percent (50%) of the exteriors of such dwelling house or residence shall be constructed of masonry materials. This requirement may be waived by the Architectural Committee.[4]
(d) Construction of any said building or structure shall be completed within one (1) year from date construction begins. In the event construction is not completed within one year from date construction begins, the owner shall pay as liquidated damages and not as a penalty, the sum of $25.00 per day to the Declarants or Association.
(e) That no building shall be erected, placed or altered closer than fifty (50) feet from said front and rear unit lot lines or closer than twenty-five (25) feet from said side unit lot lines.

(f) No dwelling or house shall be constructed upon any of the units (lots), part or parts thereof in Lake Geneva Aire Estates unless a irrevocable bond is first presented the Architectural Committee of Lake Geneva Aire Estates naming Lake Geneva Aire Estate Property Owners Association, Inc. as payee in an amount of not less than Five Thousand ($5,000) Dollars, which bond shall insure repair and/or replacement of aspects of Lake Geneva Aire Estates damaged in the course of such construction whetherby the respective owner, his or her contractors, utility companies, inspectors, or any other persons directly or indirectly involved therewith.[13] Such performance bond may be in the form of a surety bond or common, secure, nonspeculative financial instrument - such as a passbook savings account or certificateof deposit - institued to and held by Lake Geneva Aire Estates Property Owner's Association Inc. - and releasable by the Treasurer of the Association upon satisfactory performance by the property owner, any interest accruing to the property owner.[14]

(g) Damages to the Aire Estates roads or runway caused by heavy equipment or as a result of building will be the responsibility of the owner and will be repaired to the satisfaction of the Architectural Committee. Otherwise, the Association will repair and bill the building home owner for repairs.[12]

4. No building shall be erected, placed or altered on any premises in said Development until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the Development, and as to location of the building with respect to topography and finished ground elevation, by the Architectural Committee to be appointed by the Board of Directors of the Lake Geneva Aire Estates Property Owners Association, which appointment shall be made by the Board of Directors of the Association. The Board of Directors shall select at least three (3) persons for said Architectural Committee who are the owners of a unit or units in the Lake Geneva Aire Estates. In the event of the death, resignation of any member of said committee, the Board of Directors of the Association at a special meeting shall fill such vacancy, if any, by appointment. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it and proper receipt given therefor, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Declaration will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Declaration. The Architectural Committee will advise anyone submitting plans of "do's and don'ts" regarding contractors or suppliers bringing in heavy equipment or trucks.[11]

The Architectural Committee shall not approve the erection, placement, or alteration of any properties within Lake Geneva Aire Estates unless it has first received and verified the existence of a performance bond as provided in paragraph 3

(f) of these Protective Covenants, Conditions, Restrictions and Easements. The Board of Directors or any owner within the Association may bring an action to enjoin construction within Lake Geneva Aire Estates due to the failure to obtain a bond as provided in paragraph 3 (f) of the Declaration of Protective Covenants, Conditions, Restrictions and Easements together with such other relief as is authorized in paragraph 22 of the Declaration.[13]

5. FENCES. With approval of the Architectural Committee, which shall be within the sole discretion of the Architectural Committee, a fence not to exceed five (5) feet in height may be built, constructed or maintained at any point within three (3) feet of the exterior perimeter of all land subject to the Declaration of Protective Covenants, Restrictions and Easements Affecting Lake Geneva Aire Estates even if such fence is located between the street line and the building line established across each unit. [15]

6. All rubbish, trash, and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

7. No nuisances shall be allowed upon the Development nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Development by its residents.

(a) Planting and gardens shall be limited to one-half (½) acre per unit.

8. No chickens or other fowl or live stocks, except horses, shall be kept or harbored on any of said units and all other pets must be restrained and owners shall be responsible for the actions of their pets.

9. No signs, posters, or advertisements of any kind or description shall be erected, maintained or displayed on any of the existing property or any part thereof, visible to public view, except that "For Sale" signs no larger than 10" X 15" may be exhibited on a unit. The provisions hereof shall not apply to the Declarants.

10. No trade or business of any kind or character, nor the practice of any profession, nor any building or structure designed or intended for any purpose connected with any trade, business or profession, shall be permitted on any of the existing property. No nuisance shall be permitted or maintained upon any of the existing property.

11. The Declarants, or their heirs and assigns, during the time they shall continue to be the owner of units in Lake Geneva Aire Estates, may use a unit or units for the purpose of building thereon a model home or homes for the purpose of exhibiting the same to the public and shall be entitled to invite public inspection of said model or model homes.

12. Regulations concerning the use of the Development may be promulgated by an Association hereinafter set forth. In the event any Property Owners Association is

formed involving Lake Geneva Aire Estates, the owner of each building site shall be entitled to one membership in such Property Owners Association and the Declarants and their heirs and assigns shall be entitled to a voting membership for each unit owned by the Declarants herein. Regulations set forth by the Association shall not be binding on the owners until copies of said regulations are furnished to each owner.

13. If any Unit Owner at any time shall violate or attempt to violate any of the covenants, conditions, restrictions, agreements, reservations or easements herein provided, it shall be lawful for the Association or any individual Unit Owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate and to prevent them from so doing or to recover damages or other recompense for such violations.

14. Any site drive constructed may not extend closer than ten (10) feet to the side unit line.

15. Each owner of any unit herein shall undertake to grade the front and rear yards of each unit, in accordance with established and recognized engineering practices in order that proper drainage for surface water and septic tank fields shall be provided. In the event any grade is disturbed or changed by any purchaser or occupant, the Declarants are herewith held harmless from any and all consequences to adjacent units and such owner or occupant disturbing or changing any grade shall be considered as having violated this Declaration as provided. In the event that dirt is removed as a result of constructing a driveway and/or garage, the dirt must be removed from the unit or used as terracing immediately adjacent to the house foundation only.

16. Each and all of the restrictions, conditions, covenants, charges and easements herein contained shall continue and be binding upon the Declarants, their heirs and assigns, from the date hereof, and shall in any event be limited to no specific period of time.

17. Notwithstanding the provisions of the prior paragraph, the Declarants expressly reserve the right in their sole discretion either to increase or decrease the minimum square feet of living space for any residence that may hereafter be constructed on any unit in Lake Geneva Aire Estates provided, however, that such decrease, if any, shall not be more than ten percent (10%) of the minimum as expressed in Paragraph (3) hereof.

18. The Declarants are confirming herewith that the existing airstrip located on the premises described in Exhibit A, is a landing field and that ownership thereof will be transferred to the Lake Geneva Aire Estates Property Owners Association and that the landing field and its availability for use as such is subject to the following terms and conditions:

(a) That said airstrip shall only be used as a landing field in the manner as defined by the rules, regulations and orders of the Civil Aeronautic Authority, and such ordinances, rules, and regulations as may be promulgated by the Wisconsin Department of Transportation, Division of Aeronautics and as hereinafter provided;

(b) That only the fee simple title owners of units, both inclusive, or their respective lessees, if any, shall have the right to use the landing field (deleted)[4] and the Association only shall have the right to grant permission to such other persons as it may elect to use the landing field;

(c) That the Association shall have the right to adopt and enforce reasonable rules and regulations with respect to the use of the landing field, provided that such rules and regulations shall be consistent with safety and with the rules and regulations and ordinances of the Civil Aeronautics Authority with respect to civil aircraft operations and landing fields, and provided further that such rules and regulations shall not be inconsistent with any ordinances, rules and regulations as maybe promulgated, by the Wisconsin Department of Transportation, Division of Aeronautics;

(d) That the Association shall assess each unit owner for the costs of operation, maintenance, repair and property taxes pertaining to the landing field and runway, whether or not said landing field and runway is actually used by the unit owner. Each unit shall pay such maintenance fee only in its proportionate share to the total costs of maintenance and taxes as to the number of units authorized to use said landing field and runway;

(e) That the Association shall have the right to withhold the use of the landing field from any owner or lessee who is in default in the payment of the maintenance fee;

(f) That the Association shall operate, maintain and keep the landing field in good repair and pay all general taxes and special assessments levied against the landing field;

(g) That the Association shall have the right to cancel the rights of users of said landing field as provided for herein upon or after the happenings of any of the following events;

(1) The failure or refusal of the Civil Aeronautics Authority to permit the Association to maintain and operate a landing field with any type of civil aircraft;

(2) The failure or refusal of any political subdivision as authorized under Chapter 114 of the Wisconsin Statutes, to permit the Association to maintain and operate a landing field for any type of civil aircraft;

(3) The issuance by any Court of competent jurisdiction of an injunction in anyway preventing or restraining the use of the landing field for any type of civil aircraft;

(h) Each owner or user or lessee, prior to using the landing field, shall deposit with the Association certificate of insurance certifying that such person has in

force aircraft personal injury and property damage for the operation of civil aircraft owned or operated by such person, in the amount of $300,000.00 for one person and $500,000.00 for one accident involving public liability and $100,000.00 property damage;

(i) Each owner or user of a landing field by the action of using said landing field with such person's civil aircraft, agrees forthwith to indemnify and hold harmless from and against all liability for injuries to persons or damage to property caused by such person's negligence in the use of the landing field provided, however, that such person shall not be liable for any injury or damage caused by the negligence of the Association's agents or employees;

(j) No civil aircraft shall be stored or parked in the landing field or in any part of the landing field, or taxi strip and the housing and storage of civil aircraft shall be on the premises of such owner. In the event that such owner shall house such aircraft in the hangar, such hangar shall be constructed with substantially the same materials, as the residence of such owner and shall be designed to architecturally blend with such residence, and the construction of which hangar shall also be under the supervision of the Architectural Committee herein above provided.

19. Declarants reserve the right to take any action they consider necessary and expedient to protect the approach zone to the landing field, from any obstruction, and Declarants reserve the right to prevent the owners of any of the units herein from erecting or permitting the erection of any building or other structure which would limit the usefulness of the landing field or constitute a hazard to civil aircraft using said landing field.

20. The administration of the Development, including but not limited to the acts required of the Association shall be governed by the following provisions:

(a) The Association shall be incorporated under the name Lake Geneva Aire Estates Property Owners Association, as a corporation not-for-profit under the laws of the State of Wisconsin. Any other form of organization for the Association may be substituted after first obtaining the written approval of all of the members thereof.

(b) The By-Laws of the Association shall be in the form attached as Exhibit B until such are amended in the manner therein provided.

(c) The duties and powers of the Association and the Board of Directors shall be those set forth in this Declaration, the Articles of Incorporation and the By-Laws, together with those reasonably implied to effect the purposes of the Association and this Declaration. The powers and duties of the Association and of the Board shall be exercised in the manner provided in the Articles of Incorporation and the By-Laws and any duties or rights of the Association and the Board which are granted by or to be exercised in accordance with the provisions of this Declaration, shall be so exercised except that wherever this Declaration requires

the act or approval of the Board of Directors of the Association, such act or approval must be that of the Board done or given in accordance with the By-Laws.

(d) Notices or demands, for any purpose, shall be given by the Association or the Board to Unit Owners and by Unit Owners to the Association and other Unit Owners or the Board in the manner provided for notices to members of the Association by the By-Laws of the Association.

(e) All funds and the titles of all properties acquired by the Association or the Board and the proceeds thereof after deducting therefrom the costs incurred by the Association or the Board in acquiring the same shall be held for the benefit of the Owners for the purposes herein stated.

(f) Until the Declarants determine otherwise, but in any case for a period of not exceeding 6 years after the date of recording of this Declaration with the Register of Deeds, Walworth County, Wisconsin, the management and administration of the Association and of the existing property and of the additional property, shall vest in the Declarants, their heirs and assigns.

21. It is further agreed that the obligations, reservations, easements, building lines, set-backs, building restrictions, conditions, rights, powers, charges, exceptions, and agreements herein contained shall constitute an easement and servitude in and upon the said units or premises and every part thereof, and that they shall run with the land and shall unure to the benefit of and be binding upon and enforceable by the Declarants herein, their heirs and assigns, and by any unit in said Lake Geneva Aire Estates, and the grantees, and the heirs, executors, administrators, successors and assigns, of said purchaser; and further, that failure by either the Declarants or by the owner of any unit in said Lake Geneva Aire Estates or any property owners association to enforce any obligations, reservations, easements, building lines, set-backs, building restrictions, conditions, rights, powers, charges, exceptions, and agreements herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto.

22. Each owner shall be governed by and shall comply with the terms of the Lake Geneva Aire Estates Documents and Regulations adopted pursuant thereto and said Lake Geneva Estates Documents and Regulations as they may be amended from time to time. A default shall entitle the Association, the Board or other owners to the following relief:

(a) LEGAL PROCEEDING: Failure to comply with any of the terms of the Lake Geneva Aire Estates Documents and Regulations adopted pursuant thereto, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof and which relief maybe sought by the Association, the Board, or if appropriate by an aggrieved owner, as the case may be.

(b) All Unit Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by this act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance which may be carried by the Board. Such liability rates occasioned by use, misuse, occupancy, or abandonment of a unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

(c) COSTS AND ATTORNEYS' FEES: In any proceeding arising because of an alleged default by an Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

(d) NO WAIVER OF RIGHTS: The failure of the Association, the Board or of an Owner to enforce any right, provision, covenant or condition which may be granted by the Lake Geneva Aire Estates Documents shall not constitute a waiver of the right or of a continuing right of the Association, the Board or Owner to enforce such right, provision, covenant or condition in the future irrespective of the number of violations, defaults or breaches which may or may not have occurred.

(e) All rights, remedies and privileges granted to the Association, the Board or an Owner pursuant to any terms, provisions, covenants or conditions of the Lake Geneva Aire Estates Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the Lake Geneva Aire Estates or at law or in equity.

23. This Declaration maybe amended in the following manner:
DECLARATION: Amendments to the Declaration shall be proposed and adopted as follows:

(a) NOTICE: Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the Notice of any meeting at which a proposed amendment is considered.

(b) RESOLUTION: A Resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the Owners meeting as members of the Association and after being proposed and approved by either of such bodies, must be approved by the other. Members of the Board of Directors and Owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Such approval must be by not less than seventy-five percent (75%) of the Shares.

As additional properties are added to this Declaration, Units as described therein shall be included in determining the foregoing requirements for approval of an amendment to this Declaration. Wherever the term "Unit Owner" or "Owner" is used in this Declaration, it shall be deemed to include

without further reference all Owners of such additional units as are made subject to this Declaration.

(c) RECORDING: A copy of each amendment shall be certified by at least two (2) officers of the Association as having been duly adopted and shall be effective when recorded in the Office of the Register of Deeds, Walworth County, Wisconsin. Copies of the same shall be sent to each Unit Owner in the manner elsewhere provided for the giving of notices but the same shall not constitute a condition precedent to the effectiveness of such amendment.

24. Invalidation of any of the restriction, conditions, covenants, charges, easements and agreements herein contained by judgment or court order shall in no way affect any of the other provisions contained in this Declaration of Restrictions, and all such other provisions shall remain in full force and affect.

25. The rights reserved in this Declaration to the Declarants, shall apply with equal force and effect to their heirs and assigns, including any Property Owners' Association by them formed in connection with the maintenance and preservation of the covenants, conditions, rights, and privileges created herein.

26. This Declaration shall be terminated, if at all, in the following manner: The termination of this Declaration may be effected by the agreement of all Unit Owners and lienholders. The termination shall become effective when such agreement has recorded in the Office of the Register of Deeds, Walworth County, Wisconsin.

27. In the event any person shall acquire or be entitled to the issuance of a tax deed covering the interest of any Owner, such interest so acquired shall be subject to all provisions of this Declaration and the Lake Geneva Aire Estates Documents.

28. That Exhibit C entitled "Field Rules for Lake Geneva Aire Estates" are hereby incorporated in this Declaration with the same force and effect as if said provisions were in this paragraph set forth verbatim.

IN WITNESS WHEREOF, the said Daniel F. Kavanaugh and Irene Kavanaugh, his wife, and George J. Mantoan and Marsha L. Mantoan, his wife, have caused this document to be signed this 9th day of December, 1974.

Executed in the Presence of: SIGNATURES ON FILE, REGISTER OF DEEDS

REFERENCE FOR CHANGES
EXHIBIT "D"

(1) Property Owners Association	May 16, 1987
(2) Property Owners Association	March 28, 1982; Jan. 21, 1980
(3) Property Owners Association	Jan. 31, 1981; Feb. 16, 1981
(4) Property Owners Association	Nov. 3, 1978
(5) Board Meeting	Aug. 17, 1989
) Property Owners Association	May 20, 1989
(7) Property Owners Association	March 18, 1979; Nov. 3, 1978
(8) Property Owners Association	Feb. 1, 1986
(9) Property Owners Association	Apr. 6, 1982; May 14, 1987; May 14, 1988; July 1, 1988; May 27, 1989
(10) Property Owners Association	May 20, 1989
(11) Board Meeting	May 27, 1989
(12) Property Owners Association	June 13, 1987
(13) Property Owners Association	May 18, 1996
(14) POA "Pool buildings"	May 30, 1998
(15) POA "FENCES"	August 9, 2011

LAKE GENEVA AIRE ESTATES
PROPERTY OWNERS ASSOCIATION, INC.
BY-LAWS

I. IDENTITY

These are the By-laws of LAKE GENEVA AIRE ESTATES PROPERTY OWNERS ASSOCIATION, INC., A Corporation, not-for-profit organized pursuant to Chapter 181 of the Wisconsin Statutes.

1. The office of the Association shall be the address of the current President of the Board of Directors. [6]
2. The fiscal year of the Association shall be the calendar year.
3. The provisions of these By-laws are applicable to all dwelling units located or to be located upon the real property described in the Declaration of Protective Covenants, Conditions, Restrictions and Easements affecting Lake Geneva Aire Estates and on any additions thereto as may hereinafter be annexed by amendment to said Declaration (hereinafter referred to as "Development"), and the terms and provisions hereof are expressly subject to the effect of the terms, provisions, conditions and authorizations contained in the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Lake Geneva Aire Estates (the "Declaration") which will be or has been recorded in the office of the Register of Deeds, Walworth County, Wisconsin.
4. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the Development or any of the facilities thereof in any manner, are subject to the regulations set forth in these By-laws and in said Articles of Incorporation and Declaration.
5. Whenever ownership of a unit changes, the Secretary and Treasurer of the Board of Directors must be notified. [6]

II. MEMBERS

1. The owner of each unit within Lake Geneva Aire Estates shall be entitled to one (1) membership in the Corporation and shall be entitled to cast one (1) vote for each unit owned provided there are no outstanding Association dues, assessments or liens. [6]
2. No person shall be a member of this Corporation who is not the legal title holder of a unit within the Development commonly known as "Lake Geneva Aire Estates" pursuant to the purposes of this Corporation to own and operate a "Restricted Landing Area and Landing Field". In the event that legal title of any unit in Lake Geneva Aire Estates is conveyed, transferred or assigned and the corresponding membership within this Corporation is withheld or denied, the Corporation shall have the right to revoke such membership upon the vote of three-fourths of the entire membership of the Board of Directors and of the Owners, who in the aggregate own not less than 75% of the total number of units of Lake Geneva Aire Estates. A new membership shall then be issued for the new title holder in accord with the Articles of Incorporation and the By-laws of the Corporation.
3. The ANNUAL MEMBERS' MEETING shall be held at the office of the Corporation or at such other place in Walworth County, Wisconsin, as may be designated in any notice of the meeting, on the second Saturday in May [4] of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held on the first day following which is not a legal holiday.
4. SPECIAL MEMBERS' MEETINGS shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from one-third of the entire membership.
5. NOTICE OF ALL MEMBERS' MEETINGS stating the time and place and the objects for which the meeting is called shall be given by the President or Vice-President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

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6. A QUORUM at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.
7. The VOTE of the owner of a single family dwelling owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.
8. PROXIES. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.
9. Approval or disapproval of an owner upon any matter, whether or not the subject of an Association meeting, shall be the same person who would cast the vote of such owner if in an Association meeting.
10. ADJOURNED MEETINGS. If any meeting of members cannot be organized because a quorum has not attended, the members who are present either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.
11. The order of business at annual members' meeting, and, as far as practical at all other members' meetings, shall be

(a) Election of Chairman of the meeting.
(b) Calling of the roll and certifying of proxies.
(c) Proof of notice of meeting or waiver of notice.
(d) Reading and disposal of any unapproved minutes.
(e) Reports of Officers.
(f) Reports of committees.
(g) Election of Directors.
(h) Unfinished business.
(i) New business.
(j) Adjournment.

III. DIRECTORS

1. THE BOARD OF DIRECTORS shall consist of no less than three (3) persons. Each member of the Board of Directors shall be a member of the Association or, in the event that such member of the Association is not a natural person, the appointee of such member of the Association.
2. ELECTION OF DIRECTORS shall be conducted in the following manner:
(a) Members of the Board of Directors shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association.
(b) Vacancies in the Board of Directors may be filled until the date of the next annual meeting by the remaining Directors.
3. The TERM of office of Directors shall be as follows:
At the first annual meeting, the members shall elect two (2) Directors for a term of one (1) year and one (1) Director for a term of three (3) years, and at each annual meeting thereafter, the members shall elect replacement Directors as terms shall expire.
4. The ORGANIZATION MEETING of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary providing a quorum shall be present.
5. 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 Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph at least three days prior to the day named for such meeting unless such notice is waived.

6. SPECIAL MEETING of the Directors may be called by the President and must be called by the Secretary at the written request of one-third of the votes of the Board. Not less than three days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.
7. WAIVER OF NOTICE. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.
8. A QUORUM at Directors' meetings shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except as specifically otherwise provided in the Declaration. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.
9. The PRESIDING OFFICER of Directors' meetings shall be the chairman of the Board, if such an officer has been elected; and, if none, then the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.
10. DIRECTORS FEES, if any, shall be determined by the members.

IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board of Directors including those existing under the common law and statutes, the Articles of Incorporation of the Association, and the Declaration and all supplements thereto. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the Declaration which governs the use of the land, and shall include but not limited to the following:

1. TO MAKE AND COLLECT ASSESSMENTS against members to defray the costs of maintaining and administering the Development.
2. TO USE THE PROCEEDS of assessments in the exercise of its powers and duties;
3. THE MAINTENANCE, repair, replacement and operation of the Development.
4. THE RECONSTRUCTION of improvements after casualty and the further improvement of the property.
5. TO MAKE AND AMEND REGULATIONS respecting the use of the Development.
6. TO EXERCISE THE OPTION RIGHTS, or to waive the same, in the manner provided in the Declaration.
7. TO ENFORCE by legal means the provisions of the Declaration and all supplements thereto, the Articles of Incorporation, the By-laws of the Association, and the regulations for the use of the property in the Development.
8. TO CONTRACT FOR MANAGEMENT of the Development and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration and all supplements thereto, to have approval of the Board of Directors or the membership of the Association.
9. TO PAY TAXES AND ASSESSMENTS which are liens against any part of the Development other than individual units and the appurtenances thereto, and to assess the same against the units subject to such liens.
10. DELETED[3]
11. TO PAY THE COST of all power, water, sewer, and other utility services rendered to the Development and not billed to owners of individual units.
12. TO EMPLOY PERSONNEL for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

V. OFFICERS

1. THE EXECUTIVE OFFICERS of the Association shall be a President, who shall be a Director, a Vice-President, who shall be a Director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. Any person my hold two or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to he required to manage the affairs of the Association.
2. THE PRESIDENT shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.
3. THE VICE-PRESIDENT shall in the absence of disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.
4. THE SECRETARY shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and service of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or the President. THE ASSISTANT SECRETARY shall perform the duties of the Secretary when the Secretary is absent.
5. THE TREASURER shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practice; and he shall perform all other duties incident to the office of Treasurer.
6. THE COMPENSATION of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association nor preclude the contracting with a Director for the management of the Development.

VI. INDEMNIFICATION

Every Director and every officer of the Association shall without further documentation be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he maybe a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, or any settlement thereof, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance of malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not inclusive of all other rights to which such Director or officer may be entitled.

VII. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

1. ASSESSMENT ROLL The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each unit. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and

amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments.

2. BUDGET
   (a) The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the following items:
      (1) Common expense budget:
         (i) Maintenance and operation of Common Elements and Common Area Landing field, runways and taxi strips, Landscaping, Streets and walkways, including snow removal, Lighting
         (ii) Utility services
         (iii) Deleted[3]
         (iv) Deleted[3]
         (v) Administration
      (2) Proposed assessments against each member:
      Copies of the proposed budget and proposed assessments shall be transmitted toeach member. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned.
3. THE DEPOSITORY of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.
4. THE AUDIT of the accounts of the Association may be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.
5. FIDELITY bonds maybe required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.
6. Any expenditure of money for repair/improvement of Lake Geneva Aire Estate common property must be approved a majority of the Board.[5]
7. LIENS.
   (a). Liens are to be filed on unpaid dues or assessments of such bills. Any expenses incurred relating to the filing of such liens will be the responsibility of the owners being liened. Voting and flying privileges are rescinded as per Declarations and By-laws. Liens will be filed by the President or designated representative.[9]
   (b). Property Owners Association is responsible for filing liens against those units (lots) that have outstanding mowing bills.[10]

VIII. PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Articles of Incorporation and By-laws of the Association or with the Statutes of the State of Wisconsin.

IX. AMENDMENTS

Amendments to the By-laws shall be proposed and adopted in the following manner:

1. NOTICE of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. A RESOLUTION adopting a proposed amendment must receive approval of three-fourths of the votes of the entire membership of the Board of Directors and of the Owners, who in the aggregate own not less than 75% of the total number of units of Lake Geneva Aire Estates. Directors and

members not present at the meetings considering the amendment may express their approval in writing.

3. INITIATION An amendment may be proposed by either the Board of Directors or by the membership of the Association and after being proposed and approved by one of such bodies it must be approved by the other.
4. These By-laws shall be amended, if necessary, so as to make the same consistent with the provision of the Declaration.

IN WITNESS WHEREOF, we, being all the Directors of the Lake Geneva Aire Estates Property Owners Association, Inc., have hereunto set our hands this __ day of December, 1974. SIGNATURES ON FILE, REGISTER OF DEEDS