Amended and Restated Declaration of Condominium Ownership

Document Number

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Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Island Club Condominium

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

TABLE OF CONTENTS

ARTICLE I – Amendment 2

ARTICLE II – Application of the Act 3

ARTICLE III – Definitions 3

ARTICLE IV – Legal Description of Units 4

ARTICLE V – General Provisions for Units 5

ARTICLE VI – Restrictions on Units 6

ARTICLE VII – Architectural Control 8

ARTICLE VIII – Common Elements 9

ARTICLE IX – Limited Common Elements 12

ARTICLE X – Association 13

ARTICLE XI – Sale or Other Alienation 15

ARTICLE XII – Enforcement 15

ARTICLE XIII – Miscellaneous 17

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

THIS AMENDED AND RESTATED Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Island Club Condominium is made by and among all of the owners of units in Island Club Condominium **("Owners")** and the Island Club Condominium Owners Association, Inc. **("Association").**

RECITALS

A. The Owners own all of the units in the Island Club Condominium, a Condominium, created by the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Island Club Condominium recorded with the Racine County Register of Deeds in Volume 1886 of Records, Pages 349-387, as Document No. 1241494 **("Original Declaration").**

B. The Association was formed under the Original Declaration to manage and administer the common elements of the Island Club Condominium.

C. The Owners and the Association previously amended the Original Declaration by a First Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Island Club Condominium recorded with the Racine County Register of Deeds in Volume 2780 of Records, Paged 717-743, as Document No. 1663367 ("First Amendment").

D. The Owners and the Association previously amended the First Amendment by a Second Amendment to Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Island Club Condominium recorded with the Racine County Register of Deeds as Document No. 1987699 ("Second Amendment")

D. The Owners and the Association now wish to amend the Original Declaration, the First Amendment and the Second Amendment, to delete all of the terms and provisions thereof in their entirety and to replace such terms and conditions with the terms and provisions set forth herein.

NOW, THEREFORE, the parties amend the Original Declaration, the First Amendment and the Second Amendment, as follows:

ARTICLE I

AMENDMENT

The Original Declaration, the First Amendment and the Second Amendment, are hereby amended to delete all of the terms and provisions of the Original Declaration, the First

Amendment and the Second Amendment in their entirety and to replace such terms and provisions with the terms and provisions set forth herein. This Amended and Restated Declaration shall be effective as of the date it is signed by all parties hereto and recorded in the Office of the Register of deeds for Racine County, Wisconsin.

ARTICLE II

APPLICATION OF THE ACT

The real estate described on Exhibit "A" attached hereto and incorporated herein by reference **("Real Estate")** shall remain subject to the Condominium Ownership Act of the State of Wisconsin, as amended from time to time **("Act")**, and shall hereafter be subject to the terms and conditions of this Amended Declaration has not changed from that set forth in the First Amendment.

ARTICLE III

DEFINITIONS

The following definitions shall be applicable for purposes of this Amended Declaration:

3.1 Bylaws. The Amended and Restated Bylaws of the Association.

3.2 Board of Directors. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association as elected or appointed in accordance with the governing documents of the Association.

3.3 Common Elements. All of the Condominium except the Units and the Limited Common Elements.

3.4 Common Expenses. All sums assessed against a Unit and the respective Unit Owners by the Association pursuant to the Act or this Amended Declaration, or otherwise declared to be Common Expenses by the Act or by this Amended Declaration.

3.5 Condominium. The Island Club Condominium, including the Real Estate and all improvements thereto, together with all rights, obligations and easements appurtenant thereto which are by this Amended Declaration made subject to the provisions of the Act.

3.6 Improvements. Any and all of the following, regardless of whether permanent or temporary in nature or usage: buildings, outbuildings, barns, sheds, exterior lighting or electric fixtures, antenna including dish receivers and towers, pools, spas, pet kennels, houses or runs, screened or other type of porches, patios or gazebos, plantings and fences; or any material alteration to any of the foregoing.

3.7 **Landscaping**. Landscaping installed or remaining on a Unit during or following construction including, without limitation, all vegetation, plantings, trees, shrubs and ground cover.

3.8 **Limited Common Elements**. Those areas of the Condominium described on Exhibit "B" attached hereto and incorporated herein by reference.

3.9 **Percentage Interests**. The percentage interest attributable to each Unit Owner shall generally be calculated by dividing (a) the number "one" (1) by (b) the total number of Units, as hereinafter defined, in the Condominium.

3.10 **Plat**. The Condominium Plat for the Island Club Condominium a copy of which is attached hereto at Exhibit "A" and incorporated herein by reference.

3.11 **Residence**. A single-family building intended for use for human habitation and for purposes ancillary thereto.

3.12 **Rules and Regulations**. Those rules and regulations adopted from time to time by the Board with respect to the use of the Common Elements.

3.13 **Submissions**. The required plans, drawings, specifications and other information as more particularly described at Section 7.2 as required to be submitted by a Unit Owner to the Board for approval prior to constructions of any Improvements on a Unit.

3.14 **Unit**. A part of the Condominium as shown on Exhibit "A" attached hereto being a cubicle of air and soil having vertical sides formed by the planes of the unit boundary lines shown on the Plat extending upward from the surface 35 feet and extending downward and parallel 20 feet from the surface.

3.15 **Unit Number**. The number designating a specific Unit as set forth on Exhibit "A" hereto.

3.16 **Unit Owner**. The record owner of a Unit. If there is more than one record owner, the record owners shall be collectively referred to as the "Unit Owner."

ARTICLE IV

LEGAL DESCRIPTION OF UNITS

4.1 **Description by Unit Number**. The legal description of each Unit shall hereafter consist of the Unit Number of such Unit as shown on the Plat. Every deed, lease, mortgage or other instrument conveying any interest in a Unit shall legally describe the Unit by its Unit Number, and every such description shall be good and sufficient for all purposes, as provided in the Act.

4.2 **Incorporation of Floor Plan.** The floor plan of each Unit will be supplied to the Association by the Unit Owner after approval by the Board as set forth in Article VI of this Amended Declaration. Furthermore, in the event a Unit Owner makes any alteration, addition or deletion to the Improvements upon the Unit, the Unit Owner, after approval by the Board, shall supply a revised floor plan showing the Improvements after the alteration. This Amended Declaration will be amended to include the floor plan as provided for in Article XIII of this Amended Declaration.

ARTICLE V

GENERAL PROVISIONS FOR UNITS

5.1 **Unit Ownership**. Subject to the approvals and restrictions set forth in this Amended Declaration, the Unit Owner of each Unit shall have an exclusive and perpetual right to construct, use, maintain, remove and replace surface and subsurface improvements, including, but not limited to; buildings, access driveways, walkways, foundations, basement walls and foundation pilings in accordance with the terms and conditions of this Amended Declaration.

5.2 **No Severance of Unit Ownership**. Each Unit Owner owns a Percentage Interest in the Common Elements and Limited Common Elements as more particularly described in Section 8.1 and Section 9.1 below. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting any Unit without including therein both the interest in such Unit and the corresponding Percentage Interest. Any such deed, mortgage, lease or other instrument purporting to include the one without including the others shall be deemed and taken to include the interest or interests so omitted.

5.3 **Separate Mortgages of Units**. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Condominium or any part thereof, except that each Unit Owner shall have the right to mortgage or encumber the Unit owned by such Unit Owner and the Percentages Interest in the Common Elements and Limited Common Elements applicable thereto.

5.4 **Separate Real Estate Taxes**. Each Unit and each Unit's portion of real estate taxes assessed against the Common Elements and Limited Common Elements shall be taxed separately to each respective Unit Owner, as provided in the Act. In the event such taxes are not taxed separately to each Unit Owner for any year, but are taxed on the Condominium in its entirety, then an equitable division of taxes shall be made by the Association with respect to the Common Elements and Limited Common Elements.

5.5 **Utilities**. Each Unit Owner shall be responsible for payment of the cost of telephone, electric, gas and all other services and utilities used or furnished to the Unit. Further, each Unit Owner will be responsible for all impact fees or other fees which the governing municipality may impose on the Unit.

5.6 **Insurance; Unit Owners**. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for all improvements to the Unit and all improvements made to the Limited Common Elements, all personal property and all improvements located therein for not less than the full replacement value thereof. Each Unit Owner shall obtain and maintain personal liability insurance for anything within the Unit or the Limited Common Elements association with each Unit. The Association shall not have any obligation to carry fire, casualty, liability or other insurance related to any Unit or the Limited Common Elements.

5.7 **Maintenance, Repair and Replacement of Improvements**. Each Unit Owner shall be responsible for all maintenance, repairs, and replacements with respect to the interior and exterior of his or her Unit at his or her sole expense, including, without limitation, roofing, painting and staining. Each Unit Owner shall also be responsible for the maintenance, repair and replacement of the Limited Common Elements associated with his or her Unit at his or her sole expense. All Improvements and Landscaping shall be kept in good repair and in a clean condition, including, without limitation, the mowing of lawns, trimming of plants, repainting and repair of Improvements, removal of snow and ice from drive and walk areas, repair and/or replacement of drive and walk surfaces and such other measures so as to maintain a clean and orderly environment within the Condominium in accordance with the general purpose of this Amended Declaration. The Association shall not have any obligation to maintain, repair or replace any Improvements to any Unit or to the Limited Common Elements associated therewith, or any Landscaping on any Unit or Limited Common Elements associated therewith. The Board may direct, in writing, a Unit Owner to undertake maintenance and repairs to his or her Unit and/or the Limited Common Elements associated therewith, including, without limitation, painting, staining and landscaping. The Board shall give the Unit Owner a reasonable time to complete the maintenance and repairs and if the Unit Owner fails to complete such maintenance or repairs on a timely basis, the Association may complete such maintenance and repairs and charge the Unit Owner with all costs incurred by the Association and shall have the same rights and remedies against the Unit Owners with respect to the collection of such costs as for the collection of assessments under Article X.

5.8 **Voting by Unit Owners**. For purposes of this Amended Declaration and the Bylaws, Unit Owners shall be entitled to one (1) vote for each Unit owned regardless of whether or not an occupancy permit has been issued to such Unit.

ARTICLE VI

RESTRICTIONS ON UNITS

6.1 **Restrictions on Occupancy**. Each Unit, the Limited Common Elements associated therewith, and all Improvements located thereon shall be used exclusively for single-family residential purposes, and purposes ancillary thereto.

6.2 **Restrictions on Improvements and Landscaping**. All Improvements constructed within the Condominium and all Landscaping within the Condominium shall be subject to the following restrictions:

(a) After the effective date of this Amended Declaration, no Improvements shall be made or Landscaping done to any Unit or Limited Common Element, and no material change shall be made to any existing Improvements or Landscaping, unless Submissions are first made and approved in accordance with Section 7.2 below. The restriction on material changes to Improvements shall only apply to changes which are visible on the outside of any Improvement.

(b) All Improvements to be construed within the Condominium must be completed within one (1) year of commencement of construction of such Improvement and only one (1) single-family Residence may be constructed on any Unit.

(c) The exterior of all Residences and garages constructed after the effective date of this Amended Declaration, including any exposed portion of any basement, shall be consistent in materials and color scheme and shall consist of stone, brick, wood, or such other material approved by the Board. Notwithstanding, the previous sentence, windows and storm doors may be aluminum.

(d) The roofs of all Residences and garages constructed after the effective date of this Amended Declaration shall be 40-year dimensional asphalt shingle or such other material approved by the Board.

(e) All driveways shall be paved with a hard surface material approved by the Board within one (1) year of substantial completion of construction of the Residence.

(f) No sign, awning, canopy, radio, television or other antenna, satellite dish or similar items or devices shall be placed or displayed on a Unit in any place so as to be visible from any roadway or neighboring Unit without prior approval of the Board or consistent with the Rules and Regulations as adopted by the Board. This restriction does not apply to the display of the residential address on the outside of the Unit.

(g) The use of coverings on the interior of windows of a Residence which are visible from the exterior of the Residence, whether by draperies, shades or other items, shall be subject to approval by the Board.

6.3 **Restrictions on Use**.

(a) Each Unit, the Limited Common Elements associated therewith, and all Improvements located thereon shall be used exclusively for single-family residential purposes, and purposes ancillary thereto. No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or other shall be conducted, maintained or permitted on any part of the Unit or Limited Common Element associated therewith unless the business can be conducted without the presence of customers, clients or other significant

commercial traffic at the Unit. Notwithstanding the forgoing, any Unit Owner of a Unit upon which a Residence has not yet been constructed as of the effective date of the Amended Declaration shall have the right to construct and maintain an unoccupied Residence upon the Unit as a model Residence for display, provided that the activities on such Unit do not interfere with the quiet enjoyment of any other Unit Owner or occupant. The right granted by the previous sentence shall expire upon the sale of any such Unit following the construction of the model Residence thereon.

(b) No Unit or Limited Common Element shall be used for storage or long-term parking of any: (i) commercial vehicle larger than a full-size pickup truck or conversion van; or (ii) any recreational vehicle, including, without limitation, boats, campers, trailers and motor homes, unless such vehicle is completely enclosed within a garage.

(c) A Unit Owner may keep pets on his or her Unit and on the Limited Common Element associated with his or her Unit, provided that: (i) any pet is primarily kept on the interior of the Residence; (ii) the pet is personally attended to by the Unit Owner or other occupant of the Unit any time the pet is present on the exterior of the Unit or in the Limited Common Element; and (iii) the pet does not habitually and persistently bark, or otherwise cause a nuisance. No pen, kennel or other Improvement primarily for the keeping of a pet or pets shall be constructed or newly place on the exterior of the Unit or in the Limited Common Element after the effective date of this Amended Declaration without the consent of the Board.

(d) No clothes, sheets, blankets or other laundry shall be hung out or exposed on the exterior of any Unit, on any Common Element or on any Limited Common Element.

(e) There shall be no storage sheds or other outbuildings, swing sets, jungle gyms, playpens, sandboxes, or trampolines constructed or newly placed on the exterior of any Unit or in the Limited Common Elements after the effective date of this Amended Declaration without the consent of the Board.

(f) No Unit, Common Element or Limited Common Element shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on a Unit, except in sanitary containers with no undue accumulation permitted.

(g) No unlawful, noxious, or offensive activity shall be carried on in any Unit, Common Element, or Limited Common Element, nor shall anything be done therein or thereon either willfully or negligently which is or may become, in the judgment of the Board, an annoyance or nuisance to other Unit Owners or occupants.

ARTICLE VII

ARCHITECTURAL CONTROL

7.1 Procedure. A Unit Owner desiring to construct, place or materially alter any Improvements upon a Unit or the Limited Common Elements associated therewith (the

provision shall apply only to material alterations to Improvements which are visible on the exterior), or to install or materially change any Landscaping shall deliver the Submissions to the Board for its consideration. No application for a building permit may be made prior to Board approval of the Submissions. The Board's approval or rejection of any Submissions shall be in writing signed by a Board member. All decisions of the Board shall be by majority vote of the Board members. All completed Improvements shall be in substantial accordance with the approved Submissions. Any material change must be resubmitted to the Board for its consideration and written approval prior to commencement of work on such change.

7.2 **Submissions to Board**. The Submissions delivered to the Board shall include: construction drawings, plans and specifications as prepared by an architect or otherwise qualified draftsperson showing dimensions, composition and color of all exterior materials, plot plans showing location of the particular Improvements with respect to building setbacks, other buildings and Improvements, proposed finish grade elevations, topography, and Landscaping plans, as applicable, and such other plans and specifications or additional detail as the Board may reasonably request. The Board shall have thirty (30) days from the date it receives any Submissions from a Unit Owner to review such Submissions and to either: (i) issue its written decision as to whether to approve or disapprove such Submissions; or (ii) inform the Unit Owner, in writing, that additional Submissions will be required before the Board can render its decision. If the Board informs the Unit Owner that additional Submissions will be required, the Board shall issue its decision as to whether to approve or disapprove such Submissions within fifteen (15) days of its receipt of such additional Submissions. In the event the Board fails to approve or disapprove the Submissions within the time periods provided in this Section 7.2, the Board shall be deemed to have approved such Submissions.

7.3 **Standards**. The Board shall have the right to reject any Submissions which, in the sole discretion of a majority of the Board: (i) are not in conformity with this Amended Declaration; (ii) are undesirable for aesthetic reasons; or (iii) are not in harmony with surrounding Improvements and natural resources. By way of example and not limitation, general Board standards and criteria for approval shall include material composition and quality; exterior design, appearance and color; coordination with other existing or proposed Improvements; location with respect to topography and existing surroundings, setbacks, finish grade elevations, access, drainage and planting; and general aesthetics.

7.4 **Special Exceptions**. The Board, in its sole discretion, may grant a special exception to the restrictions set forth in Section 6.2 or the standards set forth in this Article VII where literal application would cause undue hardship and where the granting of such special exception would not be incompatible with the basic concept of the Condominium or substantially adversely affect the value of any Unit.

ARTICLE VIII

COMMON ELEMENTS

8.1 **Ownership of Common Elements**. Each Unit Owner owns an undivided interest in all Common Elements with all other Unit Owners. The ownership interest of each

Unit Owner in the Common Elements shall be equal to the Unit Owner's Percentage Interest. The undivided interest in the Common Elements shall not be separated from the Unit to which such undivided interest is appurtenant and shall be deemed to be conveyed, encumbered and leased with such Unit even though such undivided interest is not expressly mentioned or described in the conveyance or other instrument.

8.2 Use and Maintenance of Common Elements. Each Unit Owner shall have the right to the use and enjoyment of the Common Elements in common with all other Unit Owners pursuant to the terms of this Amended Declaration and any Rules and Regulations enacted by the Board. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of this Amended Declaration, the Bylaws, any Rules and Regulations, and the Act. The use of the Common Elements by each Unit Owner may be extended by the Unit Owner to his or her family, invitees and guests. The management, repair, alteration, improvement and insurance of the Common Elements shall be the responsibility of the Association. Except as provided in Section 8.3 below, all expenses incurred by the Association with respect to the Common Elements shall be assessed to the Unit Owners in accordance with Section 10.4 below.

If, due to any act or omission of a Unit Owner, or of a member of his or her family or household, or of a guest or other invitee, or of a household pet, damage shall be caused to a Unit owned by another, to the Common Elements, or to the Limited Common Elements, then such Unit Owner shall be liable to the other Unit Owner and/or the Association for any damage incurred as a result of such act or omission.

8.3 Lake/Pond. The lake/pond shown on the Plat is part of the Common Elements of the Condominium. The Association is responsible for the management, repair, alteration, improvement and insurance of the lake/pond. The lake/pond is subject to an agreement dated May 25, 1998 by and among the Unit Owners, the Association, and the owners of the six (6) lots in the Island Club Subdivision which agreement was recorded in the Office of the Register of Deeds for Racine County, Wisconsin on July 1, 1998 in Volume 2780 of Records, Pages 694-716, as Document No. 1633670. All expenses incurred by the Association with respect to the lake/pond shall be considered Common Expenses and shall be assessed to the Unit Owners as provided in Section 10.4 below in an amount determined by multiplying the amount of such expenses by a fraction, the numerator of which is one (1), and the denominator of which is the number of Units for which an occupancy permit has been issued, plus six (6). The Unit Owners and the owners of the six (6) lots in the Island Club Subdivision shall each have the right to use the waters of the lake/pond for recreational purposes together with their families, guests and invitees, provided the use is not for any commercial purpose. The use of the lake/pond shall be subject to all reasonable Rules and Regulations established by the Association.

8.4 Prohibited Uses of Common Elements. It is the intent of the parties that the Common Elements be maintained and preserved for the benefit of all Unit Owners. The Board may adopt Rules and Regulations with respect to the use of the Common Elements. Any activity on or use of the Common Elements inconsistent with the intent expressed in this paragraph or the Rules and Regulations shall be prohibited. Without limiting the generality of

the foregoing, the following activities and uses are expressly prohibited on the Common Elements:

(a) **Subdivision**. Division or subdivision for purposes of residential, commercial or industrial development.

(b) **Activities**. Residential, commercial or industrial activities.

(c) **Construction**. The construction or placement of any Improvements, except for: (i) construction of Improvements shown on the Plat; and (ii) such other Improvements necessary or appropriate for the distribution of municipal or utility services. Without limiting the generality of the foregoing, the construction or placement of a pier or piers in the lake/pond is prohibited.

(d) **Land Surface Alteration**. Mining or other alteration of the land surface through grading or soil dumping or trenching.

(e) **Storage and Dumping**. Storage or dumping of any kind.

(f) **Advertising Signs or Billboards**. Placement of any advertising signs or billboards.

(g) **Motorized Vehicles**. Use of motorized vehicles, such as cars, snowmobiles, dune buggies, all-terrain vehicles and motorcycles anywhere other than on the roadways set forth in the Plat.

(h) **Parking**. The long-term parking of cars, trucks, buses, motorcycles, scooters, boats, trailers, bikes, or the placement of baby carriages, playpens, wagons, and toys in the Common Elements.

(i) **Plants and Animals**. Introduction of non-native plants and animal species.

(j) **Hunting**. Hunting any bird, animal or other wildlife (fishing is allowed).

(k) **Running of Dogs or other Animals**. Running of dogs or other animals where the dog or animal is not on a leash and/or the owner does not pick up after the dog or animal.

(l) **Motorboats**. Use of any motorboat or other motorized vehicle in the lake/pond.

8.5 Easements.

(a) **Right to Grant Easements for Utilities**. The Association shall have the right, by action of the Board, to grant to public or semi-public utility companies, easements and rights-of-way over, across and through the Common Elements for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains and similar services, and for performing any public or quasi-public utility function that the Village of Mount Pleasant of Racine County may require or that the Board may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of way shall be confined, to the extent possible, in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created. Where such easements become necessary, the Unit Owners hereby grant to the Association power of attorney to execute all necessary documents for the creation of such easements on the Unit Owner's behalf. Notwithstanding the above, no easement may be granted over the Common Elements for the construction or maintenance of a cell tower.

(b) **Easement for Construction, Access and Maintenance**. The Association shall have a right of access over, across, and through the Common Elements for purposes of: (i) constructing and maintaining Improvements and amenities and provided for in this Amended Declaration; (ii) making underground or above ground utility connections; and (iii) any other reasonable use consistent with this Amended Declaration.

8.6 **Sale or Restoration of Damaged or Destroyed Common Elements**. Notwithstanding any language in this Amended Declaration to the contrary, in the event that all or any part of the Common Elements are damaged or destroyed by fire, casualty or any other act, the Association shall be required to rebuild, repair or restore such property upon approval of a majority of the members of the Association. Such damaged or destroyed property may only be removed from this Condominium and sold upon unanimous approval of the members of the Association.

ARTICLE IX

LIMITED COMMON ELEMENTS

91 **Ownership of Limited Common Elements**. Each Unit Owner owns an undivided interest in all Limited Common Elements with all other Unit Owners. Notwithstanding the previous sentence, the exclusive right to the use, enjoyment and occupancy of a particular Limited Common Element shall be reserved to the Unit Owner of the Unit with which the particular Limited Common Element is associated pursuant to the descriptions of the Limited Common Elements set forth on Exhibit "B." The ownership interest of each Unit Owner in the Limited Common Elements shall be equal to the Unit Owner's Percentage Interest. The undivided interest in the Limited Commons Elements shall not be separated from the Unit to which such undivided interest is appurtenant and shall be deemed to be conveyed, encumbered and leased with such Unit even though such undivided interest is not expressly mentioned or described in the conveyance or other instrument.

9.2 **Use and Maintenance of Limited Common Elements**. As stated in Section 9.1, the exclusive right to the use, enjoyment and occupancy of a particular Limited Common Element shall be reserved to the Unit Owner of the Unit with which the particular Limited Common Element is associated pursuant to the descriptions of the Limited Common Elements set forth on Exhibit "B." The management, repair, alteration, improvement and insurance of the Limited Common Element associated with each Unit shall be the responsibility of the Unit Owner of such Unit. No part of any Residence shall be constructed on the Limited Common Element. Other than as provided in the previous sentence, and subject to the restrictions set forth in Article VI, the Limited Common Element may be used by the Unit Owner to the same extent and subject to the same restrictions as the Unit with which such Limited Common Element is associated. The uses referred to in the previous sentence may include, but are not limited to, construction and maintenance of patios, porches, decks, driveways, walkways, lamp posts and mailboxes serving the Residence, and the Landscaping of such Limited Common Element.

9.3 **Insurance; Indemnification**. The Limited Common Elements shall be insured as provided in Section 5.6 above. The Unit Owner will indemnify and hold the Association harmless from and against all liability, claims, penalties, damages, expenses, judgments, and attorneys' fees and costs and expenses of litigation, arising out of any injury or claim of injury to persons or property on the Limited Common Element associated with the Unit Owner's Unit. The Unit Owner will be subrogated to any rights of the Association against any other parties whomever in connection therewith. The Association will promptly notify the Unit Owner of any claim asserted against the Association on account of any such injury or claimed injury to persons or property and shall promptly deliver to the Unit Owner the original or a true copy of any summons or other process, pleadings or notice issued in any suit or other proceeding or relating to any claim to assert or enforce any such claim.

ARTICLE X

ASSOCIATION

10.1 **Membership**. The Association has been formed to administer, insure, maintain and make assessments with respect to the Common Elements. Every Unit Owner shall be a member of the Association. Membership shall be appurtenant to ownership of a particular Unit.

10.2 **Association Bylaws**. The administration of the Common Elements of the Condominium of the Condominium shall be governed by, and subject to, the Bylaws. Every Unit Owner shall comply strictly with the Bylaws.

10.3 **Rules and Regulations**. The Board may adopt such Rules and Regulations as it deems reasonably advisable for the maintenance, conservation and beautification of the Common Elements. Written notice of such Rules and Regulations shall be given to all Unit Owners, and the Common Elements shall be used and maintained subject to such Rules and Regulations. The Rules and Regulations may be amended from time to time by the Board in the manner set forth in the Bylaws for Board action.

10.4 Assessments.

(a) Generally. The Association, by action of the Board, and subject to the Board's duty to submit a budget to the members for approval, shall have the right to assess the Units and charge the Unit Owners their Percentage Interest for all Common Expenses, including, but not limited to costs relating to:

(i) The administration, insurance, maintenance, upkeep and repair of the Common Elements and for costs relating to the establishment of reserves for repair and replacement of the same. Each Unit Owner shall pay as an assessment a share of the Common Expenses including, but not limited to, expenses for maintenance, repair, replacement, administration and operation of the Common Elements in the same proportion as the Unit Owner's Percentage Interest.

(ii) For costs related to the perpetual restoration, management and monitoring of the Common Elements.

(iii) For any other costs incurred by the Association during the course of its functioning and operation including, but not limited to, costs and expenses incurred by the Association in the enforcement of this Amended Declaration against Unit Owners, including attorneys' fees incurred by the Association in connection with such enforcement.

(b) Percentage Interests. All Units and Unit Owners regardless of whether or not an occupancy permit has been issued shall be charged with assessments in proportion to the Percentage Interest attributable to each Unit. For purposes of determining the Percentage Interest of each Unit Owner for purposes of making assessments under Article X, the fraction set forth in Section 3.9 shall be replaced by a fraction the numerator of which is the number "one", and the denominator of which is the denominator under Section 3.9 which is the total number of Units in the Condominium. The Board shall allocate and assess the common expenses against All Unit Owners according to their respective undivided interest in the Common Elements as described in the Declaration.

10.5 Collection of Assessments. The right to collect or enforce the collection of charges and/or assessments made by the Association is hereby delegated exclusively to the Association. All charges and/or assessments which are not paid within thirty (30) days of when due, shall incur a late charge of one- and one-half percent (1½%) per month until paid in full. Additionally, the Association may: (i) impose and/or levy such other reasonable fees, charges, and assessments as the Association may from time to time elect, against the Unit Owner's for the purpose of obtaining compliance with the duties and obligations imposed upon the Unit Owners by the Act, this Amended Declaration, the Bylaws or the Rules and Regulations; and (ii) to the extent and in the manner allowed by law, and in addition to any other remedies that may be available under the law, impose liens on the Units of the Unit Owners for the purposes of obtaining payment of any amounts owed the Association. The Association shall have the right to bring any and all actions and proceedings for the collection of any amounts due the Association and/or for any other remedy deemed appropriate by the Association. Where there are multiple

Unit Owners of any Unit, each of the multiple Unit Owners shall be personally (jointly and severally) liable to the Association for any such delinquent amount due, and, without any limitation on availing itself of any other actions or remedies allowed herein or by law, the Association may seek and obtain a personal money judgment against each such Unit Owner for such delinquent amount. Further, in addition to any other remedy, and in addition to any other damages and/or delinquent amounts the Association may be entitled to recover, whether by legal action and/or by further assessment against the delinquent Unit Owner and/or by a lien on the delinquent Unit Owner's Lot, all costs of collection and reasonable attorneys' fees incurred by the Association regarding such delinquency.

ARTICLE XI

SALE OR OTHER ALIENATION

11.1 Responsibility of Transferees for Unpaid Assessments. In the event of a voluntary transfer of a Unit, the transferee of the Unit shall be jointly and severally liable with the transfer for all unpaid assessments against the Unit up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefor. Any Unit Owner or prospective Unit Owner shall, upon request, be entitled to a statement from the Board setting forth the amount of the unpaid assessments against the transferor and due to the Association. Any such transferee shall not be liable for, nor shall the Unit conveyed be subject to, a lien for any unpaid assessments made by the Association against the transferor in excess of the amount set forth in their respective statements. The Association shall have the right to charge a reasonable fee for such statements.

11.2 Covenants to Run with Land. Each Unit Owner, or each purchaser taking under any deed or under any land contract or contract for any deed of conveyance, accepts the same subject to all covenants, conditions, restrictions, reservations, liens and charges and to the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed, shall be deemed and taken to be covenants running with the land and shall be binding upon any person having at any time any interest or estate in said land and shall inure to the benefit of such Unit Owner in like manner as though the provisions of this Amended Declaration were recited and stipulated at length in each and every deed of conveyance.

ARTICLE XII

ENFORCEMENT

12.1 Rights of Association. The Association and, subject to the requirements set forth below in Section 12.2, the individual Unit Owners, shall have the right to enforce all matters set forth in this Amended Declaration including, without limitation, matters with respect to: (i) the use of the Units, the Limited Common Elements, or the Common Elements; (ii) the payment of amounts due under Article X; (iii) the violation of any Bylaw or Rule and Regulation; (iv) orders of the Board with respect to Architectural Control; and (v) any order of

the Association issued to enforce the above. In exercising its enforcement rights, the Association shall have the right:

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

(ii) To take any action set forth in Section 10.5 above; and

(iii) To levy a daily fine against the Unit Owner. Prior to the levy of any such fine, the Unit Owner shall be given written notice by the Association of the alleged violation and ten (10) days in which to cure such violation. Thereafter, and provided the Unit Owner has failed to cure, or in the event of violations or other matters not susceptible to cure in such time, the Unit Owner has failed to commence and diligently continue to completion such cure, the Association may assess such Unit Owner a fine not to exceed One Hundred and no/00 ($100.00) Dollars per day which shall be retroactive back to the date of the Association's notice to the Unit Owner.

122 Rights of Aggrieved Unit Owners. Any Unit Owner aggrieved with respect to an occurrence on another of the Units, the Limited Common Elements, or the Common Elements which is alleged to violate this Amended Declaration, the Bylaws, the Rules and Regulations or the Act shall have the right to petition the Association with respect to matters over which it is granted enforcement powers pursuant to subsection 12.1 to redress such violation. From the date of filing such petition, the Association shall have thirty (30) days in which to consider whether to seek to enjoin the alleged violation, recover damages from the alleged violator, or both. In the event the Association denies the petition or otherwise fails to act thereon to the satisfaction of the petitioner, upon the expiration of such thirty (30) day period, the petitioner shall thereafter have the right to seek to enforce this Amended Declaration, the Bylaws, the Rules and Regulations or the Act by proceedings at law or equity against the person or persons alleged to be in violation thereof, and to seek either to have such violation enjoined or to recover damages, or both. The forgoing right is subject to such Unit Owner commencing proceedings within sixty (60) days from the earlier of the date of the Association's denial of the petition or the expiration of the thirty (30) day consideration period, whichever is applicable. The Association shall not be subject to any liability for its actions or its failure to act with respect to any such matter. Damages collected by the Association, if any, shall be distributed, first to pay for cost of enforcement, and secondly, to the Unit Owners of Units damaged by the violation pro rata.

123 Costs and Expenses. The Association and any aggrieved Unit Owner shall be entitled to recover against the offending Unit Owner all costs of any enforcement action taken pursuant to this Article XII, including attorneys' fees and costs of litigation/alternative dispute resolution as incurred in such enforcement. Each remedy set forth in this Amended Declaration, shall be in addition to all other rights and remedies available in law or equity. All remedies shall be cumulative and the Association's or aggrieved Unit Owner's election f one remedy shall not constitute a waiver of any other. Any forbearance of failure of the Association to exercise any right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances unless a written waiver shall be obtained from the Association.

ARTICLE XIII

MISCELLANEOUS

13.1 Amendments to Amended Declaration.

(a) Any provision of this Amended Declaration may be amended with the express written consent of this Unit Owners of at least seventy-five (75%) percent of the Units, and where applicable, the mortgages of said Units. Any amendment shall be effective when it is recorded in the office of the Register of Deeds for Racine County, Wisconsin. The signature of the president and the secretary of the Association on such recorded amendment shall be deemed a certification by such officers that the proper consent to such amendment has been obtained.

(b) The Condominium may be removed from the provisions of the Act, either in whole or in part, only by the recording of an instrument executed by all Unit Owners as well as any mortgages or other lien holder of record with respect to the Condominium in the office of the Register of Deeds for Racine County, Wisconsin.

13.2 Acceptance. Each Unit Owner by his or her signature hereon shall be deemed to have approved and consented to be bound by this Amended Declaration and all terms, conditions and covenants as contained herein, which shall run with the land and be binding on heirs, successors and assigns.

13.3 Nonforfeiture. Any violation of these restrictions shall not result in a forfeiture or reversion of title to any Unit.

13.4 Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Amended Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of any provision of this Amended Declaration not declared invalid by a court of competent jurisdiction.

13.5 Interpretation of Amended Declaration. The provisions of this Amended Declaration shall be liberally construed to effectuate its purpose of providing a uniform plan for the operation and maintenance of a first-class residential condominium.

IN WITNESS WHEREOF, the parties have caused this Amended Declaration to be executed as set forth herein.

ISLAND CLUB CONDOMINIUMS
OWNERS ASSOCIATION, INC.

By: _____
Its President

Attest: _____
Its Secretary

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
RACINE COUNTY)

Personally came before me this 27th day of December, 2018 the above-named Sandra Spielmann & Barry Campbell to me know to be the person(s) who executed the foregoing instrument and acknowledge the same.

NOTARY PUBLIC ANDREA P. MILLER STATE OF WISCONSIN

_____
Notary Public, Racine County, WI
My Commission: 02/20/2021

This document was drafted by:
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