

DISCLOSURE MATERIALS

FOR

POINT ELKHART CONDOMINIUM ASSOCIATION, LTD.

Property Address:
10-132 Point Elkhart Drive
Elkhart Lake, WI 53020

1. THESE ARE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.
2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.
3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

INDEX

POINT ELKHART CONDOMINIUM ASSOCIATION, LTD.

1. **EXECUTIVE SUMMARY:** The Executive Summary highlights for a buyer of a condominium unit essential information regarding the condominium. The Executive Summary begins on page A.
2. **DECLARATION:** The Declaration establishes and describes the condominium units and the common areas. The declaration begins on page B.
3. **BY-LAWS:** The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws begin on page C.
4. **ARTICLES OF INCORPORATION:** The operation of a condominium is governed by the association of which each unit owner is a member. Powers, duties and operation of an association are specified in its Articles of Incorporation. The Articles of Incorporation begin on page D.
5. **MANAGEMENT OR EMPLOYMENT CONTRACTS:** Certain services are provided to the condominium through contracts with individuals or private firms. These contracts begin on page E.
6. **ANNUAL OPERATING BUDGET:** The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The Budget begins on page F.
7. **FLOOR PLAN(S) AND MAP:** The seller has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering all facilities and common areas which are part of the condominium. The floor plans can be found in the Declaration, which begins on page B.
8. **STATUTORY RESERVE ACCOUNT:** The condominium does not have a Statutory Reserve Account.
9. **RULES & REGULATIONS:** The Rules & Regulations of the condominium are promulgated by the association. The Rules & Regulations begin on page G.
10. **EASEMENT:** The Association Easements begin on page H.

**POINT ELKHART CONDOMINIUM
ASSOCIATION, LTD.**

DISCLOSURE MATERIALS

SECTION A

EXECUTIVE SUMMARY

Executive Summary

Point Elkhart Condominium Association, Ltd.

This Executive Summary highlights some of the information that prospective buyers of units in Point Elkhart are most interested in learning, as well as some of the information that they should consider when contemplating the purchase of a condominium unit. However, there are provisions and information contained in the Disclosure Materials that will be of importance and significance to a unit owner that are not included in this Executive Summary. *This summary is not intended to replace the buyer's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents.*

1. **Condominium Name.** Point Elkhart Condominium
2. **Condominium Governance.** The condominium is governed by Point Elkhart Condominium Association, Ltd. (the "Association"), a Wisconsin non-stock corporation. All unit owners are members of the Association.

- For specific information, see: Declaration, § 5; Bylaws, Art. II.

3. **Association Management.** The Association has engaged Hunt Management Incorporated to serve as the Managing Agent for the Condominium.
4. **Association Contact Information.**

Contact Name:	Hunt Management Incorporated
Phone:	(262) 238-1480
Email:	ClientServices@HuntManagement.com
Mailing Address:	10520 N. Baehr Road, Suite Q, Mequon, WI 53092

5. **Can the condominium be expanded in the future?** No.
6. **Does the condominium have special amenities or features?** The condominium has two tennis courts, two large beach areas on Elkhart Lake, and access to a nature conservancy.
7. **Maintenance and Repair of Units.** Each unit owner, at his or her own expense, is responsible for the maintenance, repair, and replacement of the interior space of the Unit, including all fixtures and equipment in the unit, as well as the interior walls, ceiling, flooring, plumbing, electrical wiring, and interior and exterior doors. The unit owner is required to obtain and maintain personal property insurance with extended coverage.
 - For specific information, see: Declaration, § 4(b) and Bylaws, Art. VIII, §§ D and F.
8. **Maintenance and Repair of Common Elements and Limited Common Elements.**

Association Responsibilities: The Association is responsible for the management and control—including maintenance, repairs and replacement—of the common elements and limited common elements.

Unit Owner Responsibilities: The unit owner is also responsible for the repair, maintenance, and replacement of the limited common areas connected to their respective unit such as the balcony, driveway, deck, and patio.

How does the Association pay for repairs and replacements? Routine maintenance and repair of the common elements is paid through the operating fund. The Association funds the operating fund from unit owner assessments. For extraordinary or unexpected expenses, the Association may also use the reserve funds or special assessments to fund such repairs or replacements.

- For specific information, see: Bylaws, Art VIII, §§ A, E, F(3), and I.

9. **Alterations of Units and Limited Common Elements.** Unit Owners are prohibited from making any alteration, installation, removal, reconstruction, or repair to the exterior of his/her unit, including to the Limited Common Elements such as the balcony, driveway, deck, or patio.

- For specific information, see: Bylaws, Art. VIII, § G.

10. **Parking:** See Bylaws, Art. VII, § C(14).

11. **Rental of Units:** Renting of a Unit is prohibited except between owners for special occasions which will be evaluated by the Board of Directors on a case-by-case basis.

- For specific information on Rentals, see: Bylaws, Art. VII, § C(3), and Association Rental Policy found in the Rules and Regulations

12. **Pets:**

Number and Type of Pets Allowed Per Unit: Each Unit may have no more than one (1) pet.

Pet Rules: All pets shall be leashed when outdoors. Pets shall not be allowed to create a nuisance or annoyance. Unit owners are responsible for immediately disposing of all pet waste. Pets are not allowed on the beaches or in the water in the beach areas.

- For specific information, see: Bylaws, Art. VII, § C(10).

13. **Amendments:** Wisconsin law allows the unit owners to amend the Declaration, Bylaws, Rules and Regulations and other condominium documents if the required votes are obtained. Some of these changes may alter your legal rights and responsibilities with regard to your condominium unit.

Declaration: The Declaration may be amended with the affirmative vote of at least of seventy-five percent (75%) of the unit owners, plus mortgage holder consents.

By-Laws: The Bylaws may be amended by the affirmative vote of sixty-seven percent (67%) of the unit owners.

Rules & Regulations: Rules and Regulations may be adopted or amended by the Board of Directors relating to procedural guidelines dealing with the Association's property and facilities. Rules and Regulations regarding use of the Association property shall be voted upon at the next meeting of Unit Owners and become binding with a simply majority vote of the Unit Owners present.

- For specific information see: Declaration, § 11; Bylaws, Art. XIII, Art. III, § C, and Art. VII, § C (21).

14. **Fees on Declarant-Owned Units**: This category is not applicable to this condominium because there are no unsold, declarant-owned units in the condominium.
15. **First Right to Purchase a Unit**: The Association does not have a first right to purchase a unit (also known as a "right of first refusal").
16. **Transfer Fee**: The Association does not charge a transfer fee in connection with the transfer of ownership of a unit.
17. **Disclosure Material Fee**: The Association does not charge for production of disclosure materials. Electronic copies are also available at no charge.
18. **Payoff Statement Fee**: The Association does not charge a fee for providing a payoff statement under § 703.335, of the Wisconsin Statutes. However, if more than one payoff statement is requested for a unit during any two-month period, the Association may charge up to \$25.00 for each additional payment statement, pursuant to § 703.335(4), of the Wisconsin Statutes.
19. **Reserves**. The Association maintains a reserve fund for replacement, or repair of common elements and other extraordinary expenditures. The Association does not maintain a Statutory Reserve Account.
20. **Reserve Balance**. The amount of the reserve balance is \$99,017.75. This amount is current as of December 31, 2023.

This Executive Summary was prepared on January 30, 2024.

**POINT ELKHART CONDOMINIUM
ASSOCIATION, LTD.**

DISCLOSURE MATERIALS

SECTION B

DECLARATION

1974 APR 24 PM 2:18

555 52471106: A000009.00 JR

For Exhibit A see Vol 12 of Plats	page 116
" " " " " "	" 117
" " B	"

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REGISTER'S OFFICE
SHEBOYGAN COUNTY, WISCONSIN

Received for Record the 24th day of

April A.O. 1974 at 2:18

o'clock 2 M. and Recorded In Vol. 724

alter to page 6/14

Harvey Becker Register

John J. Burke Jr Assoc
101 N. Cedar Street
Milwaukee, Wis 53217

16-21

POINT ELKHART - Phase I

DECLARATION OF CONDOMINIUM

BURKE DEVELOPMENT CORPORATION, a Wisconsin corporation, hereinafter referred to as the Declarant, does hereby declare that the real estate described below is subject to the Wisconsin Unit Ownership Act. The name by which this condominium is to be identified is POINT ELKHART.

1. Description of Land. The land which is the subject of this declaration and upon which the buildings and improvements are and will be located is in Sheboygan County, Wisconsin, and more particularly described as follows:

A part of Government Lots 1 and 2, Section 29, T16 N, R21E, Town of Rhine, Sheboygan County, Wisconsin, described as follows:

Beginning at a point located 610.94 feet South and 838.44 feet West of the intersection of the centerline of Lake Street with the North line of the S-1/2 of Government Lot 1, Section 29, T16N, R21E; thence, from said point of beginning, S 09° 19' W, a distance of 46.20 feet; thence, S 32° 51' E, a distance of 66.30 feet; thence, S 30° 30' E, a distance of 87.60 feet; thence, S 29° 13' E, a distance of 160.55 feet; thence, S 28° 16' E, a distance of 198.15 feet; thence, N 41° 54' E, a distance of 138.28 feet; thence, N 20° 00' E, a distance of 150.00 feet; thence, N 28° 00' W, a distance of 100.00 feet; thence, S 73° 48' W, a distance of 115.21 feet to a point of curvature; thence, S 73° 48' W, a distance of 115.21 feet to a point of curvature; thence, Northwestery, along a curve to the left, a distance of 49.95 feet, said curve having a radius of 954.14 feet, and a main chord which bears N 32° 30' W, a distance of 49.95 feet; thence, N 34° 00' W, a distance of 79.00 feet to a point of curvature; thence, Northerly, along a curve to the right, a distance of 118.92 feet, said curve having a radius of 129.78 feet and a main chord which bears N 07° 45' W, a distance of 114.80 feet; thence, S 78° 18' W, a distance of 147.80 feet to the point of beginning, and containing 1.950 acres of land.

1. (a) The declarant hereby grants a permanent easement in common to the owners of each condominium unit, and their successors or assigns, and to all other parties who may become owners of a part of the entire parcel of land now owned by the declarant and adjacent to the present development, as referred to in Paragraph 12 of this Declaration, over a strip of land which is parallel with the high-water mark of Lake Elkhart and extending inland 75 feet from said high-water mark for the exclusive use and enjoyment of said property owners, subject to such rules and regulations as may be established by the Point Elkhart Condominium Association, Ltd., providing that no docks, pier, boathouse, building, or other facility, either of a temporary or permanent nature, shall be constructed or placed along said strip or into the waters contiguous to such strip without the written approval of the declarant. The declarant reserves the right for itself and its successors and assigns to construct such facility so long as the constructing party owns the land subject to this condominium declaration, or any portion of the land adjacent thereto.

2. Description of Buildings. Four (4) buildings will be constructed upon the land with the locations as shown on the plat of survey attached hereto as Exhibit A. Each building will be constructed as "Townhouses" and will have a basement and two floors of living space. The principal materials of which the buildings are to be constructed are concrete block foundation and wood frames, wood exterior and asphalt shingle roof. Each unit in each building will have a separate heating system.

3. Description of Units.

(a) The unit number of each unit, its location, approximate area, and number of rooms and immediate common area to which it has access are shown on the set of floor plans of each building attached hereto as Exhibit B.

(b) A complete set of plans and specifications are on file at the office of the Declarant at 221 West Silver Spring Drive, Whitefish Bay, Wisconsin, 53217.

For Exhibit B see Vol 12 of Plats page 116

(c) The buildings are being constructed substantially in accordance with the plans and specifications prepared by the architect as identified by his appropriate signature certifying that it is an accurate copy of the plans of each building as filed with and approved by the Village of Elkhart Lake and other governmental subdivisions or public agencies having jurisdiction over the issuance of permits for the construction of the buildings.

(d) The boundary of each unit shall consist of that part of the cubic area of each building which is enclosed as follows: The vertical boundary of each unit shall be the interior building walls, which is the center line of the wall separating the dwellings in each building, and the exterior building walls, which is the interior of the outside walls of the building bounding a dwelling. The horizontal boundaries of the unit shall be the plane of the undersurface of the basement floor and the plane of the undersurface of the roof.

(e) If any portion of the common or limited areas or facilities shall encroach upon any unit, or if any unit shall encroach upon any other unit or upon any portion of the common or limited common areas or facilities as a result of the construction of the building, or as a result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. In the event the building, the unit, any adjoining unit, or any adjoining common or limited common area or facility, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, any resulting encroachment of a part of the common or limited common areas or facilities upon any unit or of any unit upon any other unit or upon any part of the common or limited common areas or facilities shall be permitted, and a valid easement for such encroachment and for its maintenance shall exist as long as the building stands.

4. (a) Description of Common Areas and Facilities.

The common areas and facilities shall include all items described in Section 703.02(6), Wisconsin Statutes (1971), known as the Wisconsin Unit Ownership Act.

(b) All balconies, patios and driveways immediately adjacent to any unit shall be a part of the common area and not a part of any individual unit; however, each unit owner shall be entitled to the exclusive use and possession of that balcony, patio and driveway, direct access to which is provided from his respective unit, and which is or are located outside of and adjoining his respective unit; such exclusive use of the driveway shall extend to the junction with the common collector road. Unless and until such time as the Board, as hereinafter provided, determines to the contrary, each unit owner shall be responsible for the repair, maintenance and appearance of patios, balconies and driveways, the exclusive use and possession whereof is extended hereby, at his own expense, including responsibility for breakage, damage, malfunction, and the ordinary wear and tear. A unit owner shall not paint or otherwise decorate or adorn or change the appearance of any such balcony, patio or driveway in any manner contrary to the rules and regulations as may be established by the Point Elkhart Condominium Association, Ltd.

5. (a) Interest in Common Areas and Voting Rights. Each unit shall be treated as an individual property capable of independent use in fee simple ownership. Each unit owner shall own a share in the common elements and in any surplus possession of the Point Elkhart Condominium Association, Ltd., and be liable for common expenses and shall have a vote in said association, as follows: Each unit shall have that percentage vote which each unit bears to the total number of units on the property subject to this declaration. In the event that this condominium is added thereto, as provided in Paragraph 12 of this Declaration, the common area interest and voting rights shall be adjusted accordingly.

(b) The management of the common areas shall be controlled by the Point Elkhart Condominium Association, Ltd.

6. Statement of Purposes for which the Buildings and each Unit are Intended and Restricted as to use. All units are restricted to residential use, excepting that the Declarant reserves the right to use one unit as a model until all units in the condominium are sold.

7. Service of Process. Service of process shall be made upon the Declarant at 221 West Silver Spring Drive, Whitefish Bay, Wisconsin, 53217, or at Elkhart Lake, Sheboygan County, Wisconsin, until all units have been sold and conveyed at which time the association of unit owners may designate a successor by a vote of the majority of a quorum present at any meeting of the association.

8. Damages or Destruction. In the event eighty per cent (80%) or more of the number of units of the property are destroyed or substantially damaged, action by the association of unit owners, by vote of seventy-five per cent (75%) or more of the common interest taken within ninety (90) days after such damage or destruction, shall be necessary to determine to rebuild, repair or restore the property as more fully described in the By-Laws of the association. Damage or destruction to a lesser extent shall be repaired or restored pursuant to an arrangement by the Board of Directors of the association of unit owners as provided by said By-Laws.

9. Miscellaneous Matters.

(a) All present and future owners, tenants and occupants of such owners, employees of owners and tenants, or any other persons that in any manner use or come upon the property or any part thereof shall be subject to, and shall comply with, the provisions of this Declaration, the By-Laws and rules and regulations adopted pursuant thereto, as those instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an acceptance of the provisions of such instruments, as they may be amended from time to time, by such owner, tenant or occupant. The provisions contained in such instrument shall be covenants running with the land and shall bind any person having at any

time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement thereof may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate as well as by the provisions of the Wisconsin Unit Ownership Act.

(b) Declarant hereby reserves for the Association of Unit Owners acting by and in the discretion of its Board of Directors the right to grant to the Village of Elkhart Lake, Sheboygan County, or public or semi-public utility companies, easements and right-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, telephone and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, and similar service, and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the property. Such easements and rights-of-way shall be confined, so far as possible, in underground pipes or other conduits, and in an area within ten (10) feet of all limited common area lines, with the necessary rights of ingress and egress therefrom and with the rights to do whatever may be necessary to carry out the purposes for which this easement is created.

10. Termination. All of the unit owners may remove this condominium property from the provisions of the Wisconsin Unit Ownership Law by an instrument to that effect duly recorded in accordance with the provisions of Chapter 703, Wisconsin Statutes.

11. Amending Declaration. This Declaration may be amended by the affirmative votes of seventy-five per cent (75%) of all of the unit owners in the condominium. The amendment shall be evidenced by an appropriate certificate entitling the same to be recorded.

No amendment shall change any unit's proportionate share of the common elements, common expenses, or the voting rights, unless all owners of the condominium units shall approve thereof by a one hundred per cent (100%) vote, nor shall any amendment change the rights of the Declarant or Developer as contained in this Declaration.

12. Future Development. Declarant owns additional land adjacent to the land which is the subject of this Declaration. The total tract is approximately twenty (20) acres. Declarant reserves the absolute and unqualified right for itself, its successors and assigns, and on behalf of each unit owner, to amend this Declaration to add a part or all of such land and any buildings constructed thereon to be a part of this condominium, until there is a total of not more than one hundred twenty-eight (128) units. Each unit's undivided interest in the common areas, common expenses and common surpluses, if any, shall be computed as in Paragraph 5 of this Declaration.

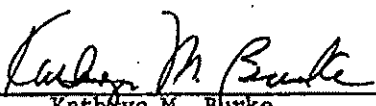
In the event that an apartment-type condominium is constructed on said adjacent land, Declarant reserves the right to declare certain areas in said apartment as limited common areas and to limit the interest in the common areas of the apartment-type unit to something less than that fractional part of the square footage of said unit bears to the total square footage of the entire condominium project.

BURKE DEVELOPMENT CORPORATION *NO SEAL*

By

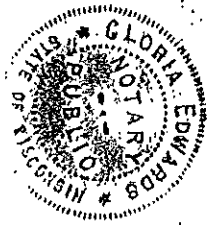

John J. Burke, Jr.,
President

Attest:


Kathryn M. Burke,
Secretary

STATE OF WISCONSIN }
MILWAUKEE COUNTY } SS.

On this 25th day of March, 1974, before me,
Gloria Edwards, the undersigned
Notary Public, personally appeared JOHN J. BURKE, JR., and
KATHRYN M. BURKE, who acknowledged themselves to be the President
and Secretary, respectively, of the BURKE DEVELOPMENT CORPORATION,
a Wisconsin corporation, and that they, as such President and
Secretary, respectively, being authorized so to do, executed the
foregoing instrument by signing the name of said corporation in
the capacity therein stated by themselves as President and
Secretary, respectively, and for the purposes therein contained.



Gloria Edwards
Notary Public, State of Wisconsin
My commission expires 3/25/75

This instrument was drafted by
Attorney JOHN J. BURKE.

985647

POINT ELKHART - Phase II

DECLARATION OF CONDOMINIUM

BURKE DEVELOPMENT CORPORATION, a Wisconsin corporation, hereinafter referred to as the Declarant, does hereby declare that the real estate described below is subject to the Wisconsin Unit Ownership Act. The name by which this condominium is to be identified is POINT ELKHART.

1. Description of Land. The land which is the subject of this declaration and upon which the buildings and improvements are and will be located is in Sheboygan County, Wisconsin, and more particularly described as follows:

A part of Government Lots 1 and 2 in Section 29, T16N, R21E, Town of Rhine, Sheboygan County, Wisconsin, described as follows:

Beginning at a point 545.30 feet South and 346.88 feet West of the intersection of the centerline of Lake Street with the North line of the South 1/2 of Government Lot 1 in Section 29, T16N, R21E;

Thence, from said point of beginning, S 01° 51' 03" W, a distance of 182.32 feet; thence, S 73° 28' 43" W, a distance of 150.00 feet; thence, S 73° 48' W, a distance of 115.21 feet to a point of curvature; thence Northwesterly, along the arc of a curve to the left, a distance of 49.95 feet; said curve having a radius of 954.14 feet and a main chord which bears N 32° 30' 00" W, a distance of 49.95 feet; thence, N 34° 00' 00" W, a distance of 79.00 feet to a point of curvature; thence, Northerly, along the arc of a curve to the right, a distance of 118.92 feet, said curve having a radius of 129.78 feet and a main chord which bears N 07° 45' 00" W, a distance of 114.80 feet, thence North-easterly along the arc of a curve to the right, a distance of 141.80 feet, said curve having a radius of 102.20 feet and a main chord which bears N 58° 15' 01" E, a distance of 130.70 feet to a point of tangency; thence, S 82° 00' 00" E, a distance of 238.00 feet to a point of beginning, and containing 1.818 acres of land.

The declarant hereby grants a permanent easement in common to the owners of each condominium unit, and their successors or assigns, and to all other parties who may become owners of a part of the entire parcel of land now owned by the declarant and adjacent to the present development, as referred to in Paragraph 12 of this Declaration, over a strip of land which is parallel with the high-water mark of Lake Elkhart and extending inland 75 feet from said high-water mark for the exclusive use and enjoyment of said property owners, subject to such rules and regulations as may be established by the Point Elkhart Condominium Association, Ltd., providing that no docks, pier, boathouse, building, or other facility, either of a temporary or permanent nature, shall be constructed or placed along said strip or into the waters contiguous to such strip without the written approval of the declarant. The declarant reserves the right for itself and its successors and assigns to construct such facility so long as the constructing party owns the land subject to this condominium declaration, or any portion of the land adjacent thereto.

2. Description of Buildings. Three (3) buildings are constructed upon the land with the locations as shown on the plat of survey attached hereto as Exhibit A. Each building is constructed as a "Townhouse" and has a basement and two floors of living space. The principal materials of which the buildings are constructed are concrete block foundation and wood frames, wood exterior and asphalt shingle roof. Each unit in each building has a separate heating system.

3. Description of Units.

(a) The unit number of each unit, its location, approximate area, and number of rooms and immediate common area to which it has access are shown on the set of floor plans of each building attached hereto as Exhibit B.

(b) A complete set of plans and specifications are on file at the office of the Declarant at 6290 North Port Washington Road, Milwaukee, Wisconsin, 53217.

(c) The buildings are constructed substantially in accordance with the plans and specifications prepared by the architect as identified by his appropriate signature certifying that it is an accurate copy of the plans of each building as filed with and approved by the Village of Elkhart Lake and other governmental subdivisions or public agencies having jurisdiction over the issuance of permits for the construction of the buildings:

(d) The boundary of each unit consists of that part of the cubic area of each building which is enclosed as follows: The vertical boundary of each unit is the interior building walls, which is the center line of the wall separating the dwellings in each building, and the exterior building walls, which is the interior of the outside walls of the building bounding a dwelling. The horizontal boundaries of the unit are the plane of the under-surface of the roof.

(e) If any portion of the common or limited areas or facilities shall encroach upon any unit, or if any unit shall encroach upon any other unit or upon any portion of the common or limited common areas or facilities as a result of the construction of the building, or as a result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. In the event the building, the unit, any adjoining unit, or any adjoining common or limited common area or facility, shall be partially or totally destroyed as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings, and

then rebuilt, any resulting encroachment of a part of the common or limited common areas or facilities upon any unit or of any unit upon any other unit or upon any part of the common or limited common areas or facilities shall be permitted, and a valid easement for such encroachment and for its maintenance shall exist as long as the building stands.

4. (a) Description of Common Areas and Facilities.

The common areas and facilities include all items described in Section 703.02(6), Wis. Stats., (1973), known as the Wisconsin Unit Ownership Act.

(b) All balconies, patios and driveways immediately adjacent to any unit shall be a part of the common area and not a part of any individual unit; however, each unit owner shall be entitled to the exclusive use and possession of that balcony, patio and driveway, direct access to which is provided from his respective unit, and which is or are located outside of and adjoining his respective unit; such exclusive use of the driveway shall extend to the junction with the common collector road. Unless and until such time as the Board, as hereinafter provided, determines to the contrary, each unit owner shall be responsible for the repair, maintenance and appearance of patios, balconies and driveways, the exclusive use and possession whereof is extended hereby, at his own expense, including responsibility for breakage, damage, malfunction, and the ordinary wear and tear. A unit owner shall not paint or otherwise decorate or adorn or change the appearance of any such balcony, patio or driveway in any manner contrary to the rules and regulations as may be established by the Point Elkhart Condominium Association, Ltd.

5. (a) Interest in Common Areas and Voting Rights.

Each unit shall be treated as an individual property capable of independent use in fee simple ownership. Each unit owner shall own a share in the common elements and in any surplus possession of the Point Elkhart Condominium Association, Ltd., and be liable for common expenses and shall have a vote in said association, as follows: Each unit shall have that percentage vote which each unit bears to the total number of units on the property subject to this declaration and the declaration of condominium for Point Elkhart, Phase I. In the event that this condominium is added thereto, as provided in Paragraph 12 of this Declaration, the common area interest and voting rights shall be adjusted accordingly.

(b) The management of the common areas shall be controlled by the Point Elkhart Condominium Association, Ltd.

6. Statement of Purposes for which the Buildings and each Unit are Intended and Restricted as to use. All units are restricted to residential use, excepting that the Declarant reserves the right to use one unit as a model until all units in the condominium are sold.

7. Service of Process. Service of process shall be made upon the Declarant at 6290 North Port Washington Road, Milwaukee, Wisconsin, 53217, or at Elkhart Lake, Sheboygan County, Wisconsin, until all units have been sold and conveyed at which time the association of unit owners may designate a successor by a vote of the majority of a quorum present at any meeting of the association.

8. Damages or Destruction. In the event eight per cent (80%) or more of the number of units of the property are destroyed or substantially damaged, action by the association of unit owners, by vote of seventy-five per cent (75%) or more of the common interest taken within ninety (90) days after such damage or destruction, shall be necessary to determine to rebuild, repair or restore the property as more fully described in the By-Laws of the association. Damage or destruction to a lesser extent shall be repaired or restored pursuant to an arrangement by the Board of Directors of the association of unit owners as provided by said By-Laws.

9. Miscellaneous Matters.

(a) All present and future owners, tenants and occupants of such owners, employees of owners and tenants, or any other persons that in any manner use or come upon the property or any part thereof shall be subject to, and shall comply with, the provisions of this Declaration, the By-Laws and rules and regulations adopted pursuant thereto, as those instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an acceptance of the provisions of such instruments, as they may be amended from time to time, by such owner, tenant or occupant. The provisions contained in such instrument shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement thereof may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate as well as by the provisions of the Wisconsin Unit Ownership Act.

(b) Declarant hereby reserves for the Association of Unit Owners acting by and in the discretion of its Board of Directors the right to grant to the Village of Elkhart Lake, Sheboygan County, or public or semi-public utility companies, easements and right-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, telephone and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, and similar service, and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the property. Such easements and rights-of-way shall be confined, so far as possible, in underground pipes or other conduits, and in an area within ten (10) feet of all limited common area lines, with the necessary rights and ingress and egress therefrom and with the rights to do whatever may be necessary to carry out the purposes for which this easement is created.

10. Termination. All of the unit owners may remove this condominium property from the provisions of the Wisconsin Unit Ownership Law by an instrument to that effect duly recorded in accordance with the provisions of Chapter 703, Wis. Stats.

11. Amending Declaration. This Declaration may be amended by the affirmative votes of seventy-five per cent (75%) of all of the unit owners in the condominium. The amendment shall be evidenced by an appropriate certificate entitling the same to be recorded.

No amendment shall change any unit's proportionate share of the common elements, common expenses, or the voting rights, unless all owners of the condominium units shall approve thereof by a one hundred per cent (100%) vote, nor shall any amendment change the rights of the Declarant or Developer as contained in this Declaration.

12. Future Development. Declarant owns additional land adjacent to the land which is the subject of this Declaration. The total tract is approximately twenty (20) acres. Declarant reserves the absolute and unqualified right for itself, its successors and assigns, and on behalf of each unit owner, to amend this Declaration to add a part or all of such land and any buildings constructed thereon to be a part of this condominium, until there is a total of not more than one hundred twenty-eight (128) units. Each unit's undivided interest in the common areas, common expenses and common surpluses, if any, shall be computed as in Paragraph 5 of this Declaration.

In the event that an apartment-type condominium is constructed on said adjacent land, Declarant reserves the right to declare certain areas in said apartment as limited common areas and to limit the interest in the common areas of the apartment-type unit to something less than that fractional part of the square footage of said unit bears to the total square footage of the entire condominium project.

BURKE DEVELOPMENT CORPORATION

By John J. Burke, Jr.
President

Attest:

Kathryn A. Burke
Kathryn A. Burke
Secretary

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS.

On this 28 day of July, 1975, before me, Debra Szeklinski, the undersigned Notary Public, personally appeared JOHN J. BURKE, JR. and KATHRYN A. BURKE, who acknowledged to be the President and Secretary, respectively, of the BURKE DEVELOPMENT CORPORATION, a Wisconsin corporation, and that as such President and Secretary, respectively, they authorized me to do, executed the foregoing instrument by signing the same as a corporation in the capacity therein stated by themselves as President and Secretary, respectively, and for the purposes contained.



Debra Szeklinski
Notary Public, Milwaukee, Wisconsin
My commission expires April 4, 1977

This instrument was drafted by
Attorney JOHN J. BURKE.

Burke Development Corp.
6290 N Port Washington Rd
Milwaukee 53217

REGISTER'S OFFICE
SHEBOYGAN COUNTY, WIS.

Received for Recording 20

July 2, 1975 A.D.

Book 21 and Recording

of Record on page 59

Harvey J. Beck

POINT ELKHART - Phase III

1010288

DECLARATION OF CONDOMINIUM

LAKESIDE HOMES INC., F/K/A BURKE DEVELOPMENT CORPORATION, a Wisconsin corporation, hereinafter referred to as the Declarant, does hereby declare that the real estate described below is subject to the Wisconsin Unit Ownership Act. The name by which this condominium is to be identified is POINT ELKHART.

1. Description of Land. The land which is the subject of this declaration and upon which the buildings and improvements are and will be located is in Sheboygan County, Wisconsin, and more particularly described as follows:

A part of Government Lots 1 and 2 in Section 29, T16N, R21E, Town of Rhine, Sheboygan County, Wisconsin, described as follows:

Beginning at a point 558.36 feet south and 299.85 feet west of the intersection of the centerline of Lake Street with the North line of the South $\frac{1}{2}$ of Government Lot 1 in Section 29, T16N, R21E;

Thence, from said point of beginning N02°00'00"W 137.81 feet; thence N14°57'14"E 76.29 feet; thence N55°06'W 206.70 feet; thence S47°14'W 96.75 feet; thence S78°56'W 245.00 feet; thence S54°40'W 57.75 feet; thence S29°26'W 65.80 feet; thence N83°17'E 96.20 feet; thence S06°43'E 85.00 feet; thence S83°17'W 104.00 feet; thence S03°32'E 94.10 feet; thence N78°18'E 147.80 feet to a point of curvature; thence Northeasterly along the arc of a curve to the right a distance of 141.80 feet, said curve having a radius of 102.20 feet and a main chord which bears N58°15'01"E 130.70 feet; thence S82°00'E 238.00 feet to a point of curvature; thence southeasterly along the arc of a curve to the right a distance of 47.85 feet, said curve having a radius of 186.60 feet and a main chord which bears S74°39'15"E 47.72 feet to the point of beginning, and containing 2.809 acres of land.

- 1(a) The declarant hereby grants a permanent easement in common to the owners of each condominium unit, and their successors or assigns, and to all other parties who may become owners of a part of the entire parcel of land now owned by the declarant and adjacent to the present development, as referred to in Paragraph 12 of this Declaration, over a strip of land which is parallel with the high-water mark of Lake Elkhart and extending inland 75 feet from said high-water mark for the exclusive use and enjoyment of said property owners, subject to such rules and regulations as may be established by the Point Elkhart Condominium Association, Ltd., providing that no docks, pier, boathouse, building, or other facility, either of a temporary or permanent nature, shall be constructed or placed along said strip or into the waters contiguous to such strip without the written approval of the declarant. The declarant reserves the right for itself and its successors and assigns to construct such facility so long as the constructing party owns the land subject to this condominium declaration, or any portion of the land adjacent thereto.

2. Description of Buildings. Three (3) buildings are constructed upon the land with the locations as shown on the plat of survey attached hereto as Exhibit A. Each building is constructed as a "Townhouse" and has a basement and two floors of living space. The principal materials of which the buildings are constructed are concrete block foundation and wood frames, wood exterior and asphalt shingle roof. Each unit in each building has a separate heating system.

3. Description of Units.

(a) The unit number of each unit, its location, approximate area, and number of rooms and immediate common area to which it has access are shown on the set of floor plans of each building attached hereto as Exhibit B.

(b) A complete set of plans and specifications are on file at the office of the Declarant at 6290 N. Port Washington Road, Milwaukee, Wisconsin, 53217.

(c) The buildings are constructed substantially in accordance with the plans and specifications prepared by the architect as identified by his appropriate signature certifying that it is an accurate copy of the plans of each building as filed with and approved by the Village of Elkhart Lake and other governmental subdivisions or public agencies having jurisdiction over the issuance of permits for the construction of the buildings.

(d) The boundary of each unit consists of that part of the cubic area of each building which is enclosed as follows: The vertical boundary of each unit is the interior building walls, which is the center line of the wall separating the dwellings in each building, and the exterior building walls, which is the interior of the outside walls of the building bounding a dwelling. The horizontal boundaries of the unit are the plane of the undersurface of the roof.

(e) If any portion of the common or limited areas or facilities shall encroach upon any unit, or if any unit shall encroach upon any other unit or upon any portion of the common or limited common areas or facilities as a result of the construction of the building, or as a result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. In the event the building, the unit, any adjoining unit, or any adjoining common or limited common area or facility, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and

then rebuilt, any resulting encroachment of a part of the common or limited common areas or facilities upon any unit or of any unit upon any other unit or upon any part of the common or limited common areas or facilities shall be permitted, and a valid easement for such encroachment and for its maintenance shall exist as long as the building stands.

4. (a) Description of Common Areas and Facilities.

The common areas and facilities include all items described in Section 703.02(6), Wis. Stats. (1973), known as the Wisconsin Unit Ownership Act.

(b) All balconies, patios and driveways immediately adjacent to any unit shall be a part of the common area and not a part of any individual unit; however, each unit owner shall be entitled to the exclusive use and possession of that balcony, patio and driveway, direct access to which is provided from his respective unit, and which is or are located outside of and adjoining his respective unit; such exclusive use of the driveway shall extend to the junction with the common collector road. Unless and until such time as the Board, as hereinafter provided, determines to the contrary, each unit owner shall be responsible for the repair, maintenance and appearance of patios, balconies and driveways, the exclusive use and possession whereof is extended hereby, at his own expense, including responsibility for breakage, damage, malfunction, and the ordinary wear and tear. A unit owner shall not paint or otherwise decorate or adorn or change the appearance of any such balcony, patio or driveway in any manner contrary to the rules and regulations as may be established by the Point Elkhart Condominium Association, Ltd.

5. (a) Interest in Common Areas and Voting Rights.

Each unit shall be treated as an individual property capable of independent use in fee simple ownership. Each unit owner shall own a share in the common elements and in any surplus possession of Point Elkhart Condominium Association, Ltd., and be liable for common expenses and shall have a vote in said association, as follows: Each unit shall have that percentage vote which each unit bears to the total number of units on the property subject to this declaration and the declaration of condominium for Point Elkhart, Phase I. In the event that this condominium is added thereto, as provided in Paragraph 12 of this Declaration, the common area interest and voting rights shall be adjusted accordingly.

(b) The management of the common areas shall be controlled by the Point Elkhart Condominium Association, Ltd.

6. Statement of Purposes for which the Buildings and each Unit are Intended and Restricted as to use. All units are restricted to residential use, excepting that the Declarant reserves the right to use one unit as a model until all units in the condominium are sold.

7. Service of Process. Service of process shall be made upon the Declarant at 6290 N. Port Washington Road, Milwaukee, Wisconsin, 53217, or at Elkhart Lake, Sheboygan County, Wisconsin, until all units have been sold and conveyed at which time the association of unit owners may designate a successor by a vote of the majority of a quorum present at any meeting of the association.

8. Damages or Destruction. In the event eighty per cent (80%) or more of the number of units of the property are destroyed or substantially damaged, action by the association of unit owners, by vote of seventy-five per cent (75%) or more of the common interest taken within ninety (90) days after such damages or destruction, shall be necessary to determine to rebuild, repair or restore the property as more fully described in the By-Laws of the association. Damage or destruction to a lesser extent shall be repaired or restored pursuant to an arrangement by the Board of Directors of the association of unit owners as provided by said By-Laws.

9. Miscellaneous Matters.

(a) All present and future owners, tenants and occupants of such owners, employees of owners and tenants, or any persons that in any manner use or come upon the property or any part thereof shall be subject to, and shall comply with, the provisions of this Declaration, the By-Laws and rules and regulations adopted pursuant thereto, as those instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an acceptance of the provisions of such instruments, as they may be amended from time to time, by such owner, tenant or occupant. The provisions contained in such instrument shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement thereof may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate as well as by the provisions of the Wisconsin Unit Ownership Act.

(b) Declarant hereby reserves for the Association of Unit Owners acting by and in the discretion of its Board of Directors the right to grant to the Village of Elkhart Lake, Sheboygan County, or public or semi-public utility companies, easements and right-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, telephone and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, and similar service, and for performing any public or quasipublic utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the property. Such easements and right-of-way shall be confined, so far as possible, in underground pipes or other conduits, and in an area within ten (10) feet of all limited common area lines, with the necessary rights and ingress and egress therefrom and with the rights to do whatever may be necessary to carry out the purposes for which this easement is created.

10. Termination. All of the unit owners may remove this condominium property from the provisions of the Wisconsin Unit Ownership Law by an instrument to that effect duly recorded in accordance with the provisions of Chapter 703, Wis. Stats.

11. Amending Declaration. This Declaration may be amended by the affirmative votes of seventy-five per cent (75%) of all the unit owners in the condominium. The amendment shall be evidenced by an appropriate certificate entitling the same to be recorded.

No amendment shall change any unit's proportionate share of the common elements, common expenses, or the voting rights, unless all owners of the condominium units shall approve thereof by a one hundred per cent (100%) vote, nor shall any amendment change the rights of the Declarant or Developer as contained in this Declaration.

12. Future Development. Declarant owns additional land adjacent to the land which is the subject of this Declaration. The total tract is approximately twenty (20) acres. Declarant reserves the absolute and unqualified right for itself, its successors and assigns, and on behalf of each unit owner, to amend this Declaration to add a part or all of such land and any buildings constructed thereon to be a part of this condominium, until there is a total of not more than one hundred twenty-eight (128) units. Each unit's undivided interest in the common areas, common expenses and common surpluses, if any, shall be computed as in Paragraph 5 of this Declaration.

In the event that an apartment-type condominium is constructed on said adjacent land, Declarant reserves the right to declare certain areas in said apartment as limited common areas and to limit the interest in the common areas of the apartment-type unit to something less than that fractional part of the square footage of said unit bears to the total square footage of the entire condominium project.

LAKE SIDE HOMES INC.

By *John J. Burke, Jr.*
John J. Burke, Jr.
President

Attest:

Kathryn M. Burke
Kathryn M. Burke
Secretary

STATE OF WISCONSIN)
MILWAUKEE COUNTY)SS.

On this 27 day of April, 1977, before me, Annie E. Litherston, the undersigned Notary Public, personally appeared JOHN J. BURKE, JR., and KATHRYN M. BURKE, who acknowledged themselves to be the President and Secretary, respectively, of the LAKE SIDE HOMES INC., a Wisconsin corporation, and that they, as such President and Secretary, respectively, being authorized so to do, executed the foregoing instrument by signing the name of said corporation in the capacity therein stated by themselves as President and Secretary, respectively, and for the purposes therein contained.



Annie E. Litherston
Notary Public, Milwaukee County, Wis.
My commission August 31, 1980

This instrument was drafted by
Attorney JOHN J. BURKE, SR.

Notary's Office
SHEBOYGAN COUNTY, WISCONSIN

Received for Record this 29th day of

April, A. D. 1977, at 11:09

o'clock P. M. and recorded in Vol.

802 of Records 354/61

on page

Harold J. Burke Register

Lakeside Homes, Inc.
2090 North Park Wash. Rd.
Milwaukee, Wis.

L A K E

1977 APR 29 PM

802

K H A R T

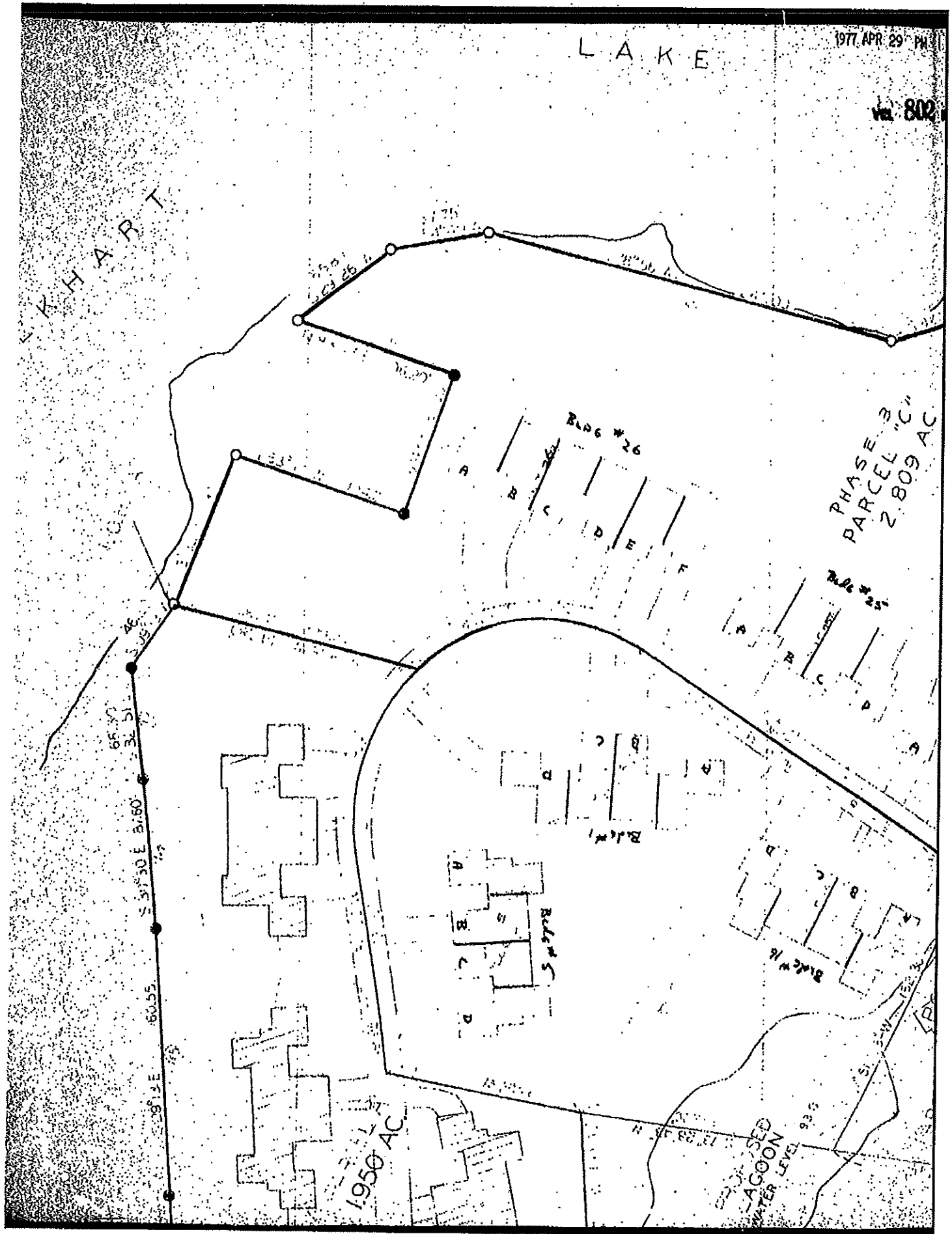
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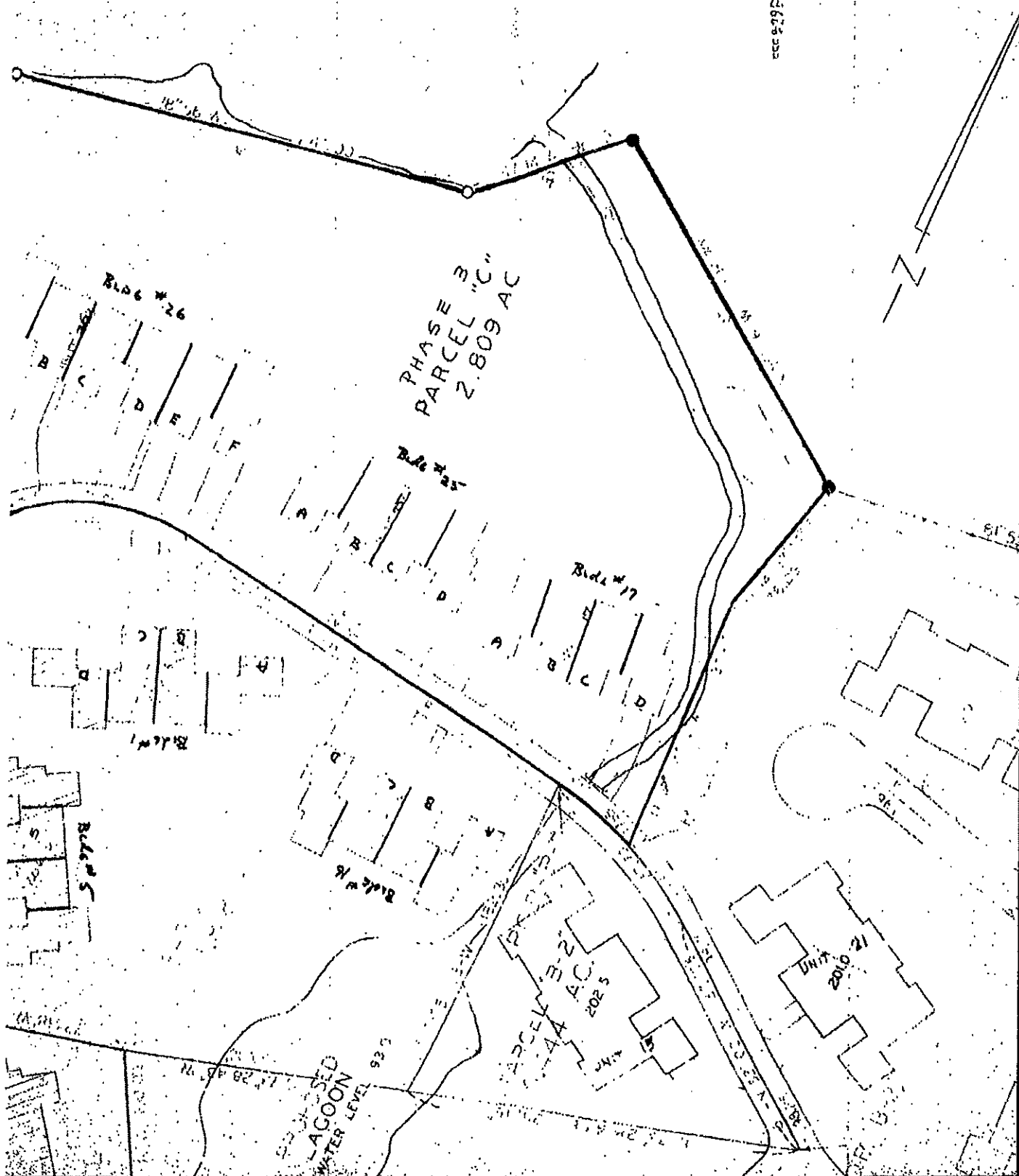
Blk #25

Blk #26

1950 AC

UNDEVELOPED
LAGOON
WATER LEVEL 936





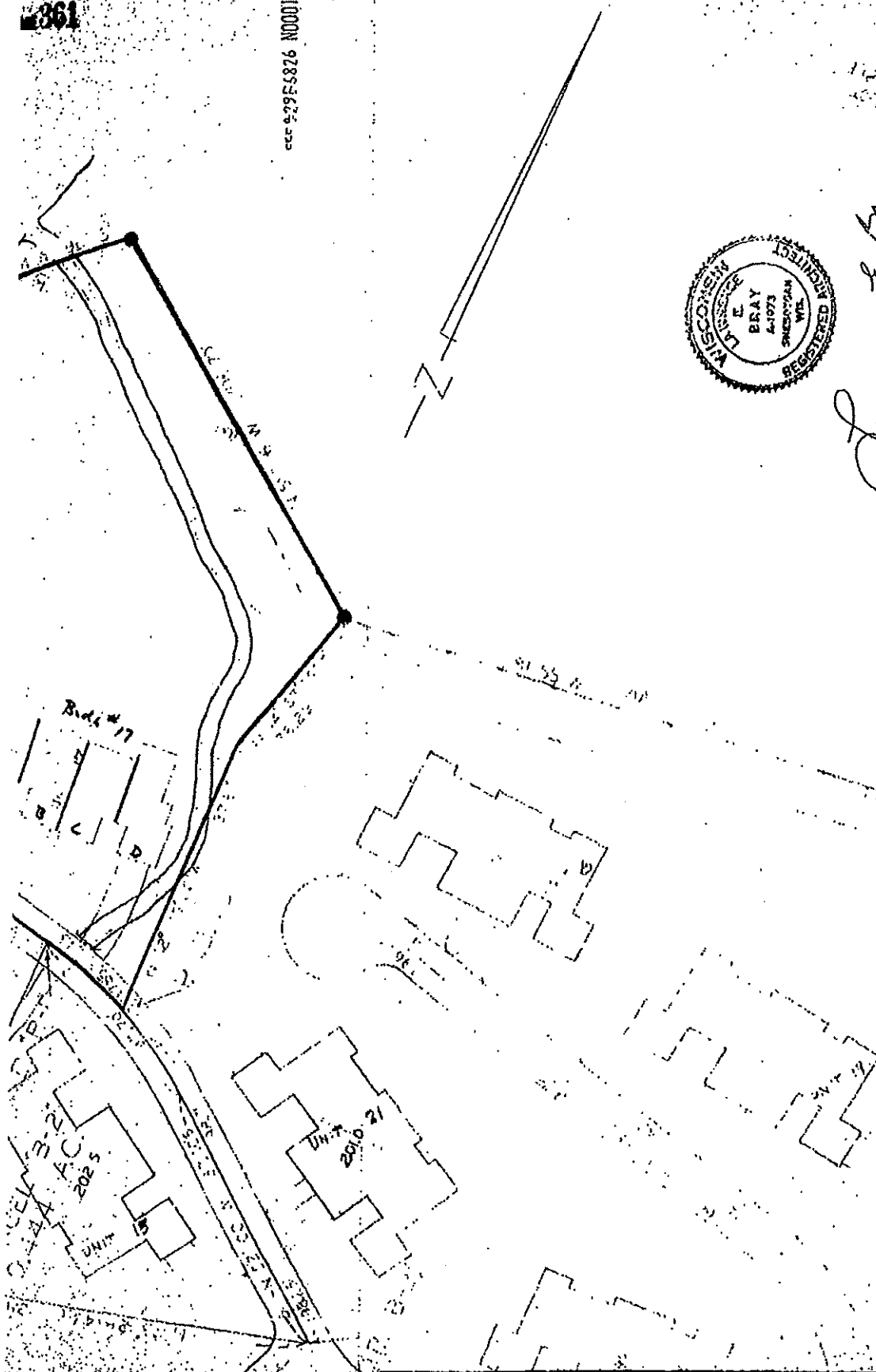
361

REF 62255876 N00010.00



Laurence E Gray

EXHIBIT A



VOL 858 PAGE 939

Re-record
Re-record
1027180

1041841

POINT ELKHART - Phase IV

1043083

DECLARATION OF CONDOMINIUM

LAKESIDE HOMES, INC., F/K/A BURKE DEVELOPMENT CORPORATION, a Wisconsin corporation, and LEE REALTY, INC., OF SHEBOYGAN, a Wisconsin corporation, hereinafter referred to as the Declarants, do hereby declare that the real estate described below is subject to the Wisconsin Unit Ownership Act. The name by which this condominium is to be identified is POINT ELKHART.

1. Description of Land. The land which is the subject of this declaration and upon which the buildings and improvements are and will be located is in Sheboygan County, Wisconsin, and more particularly described as follows:

A part of Government Lots 1 and 2 in section 29, T. 16N., R. 21E., Town of Rhine, Sheboygan County, Wisconsin containing 0.90 acres of land and described as: beginning at a point 558.36 feet South and 299.85 feet West of the intersection of the centerline of Lake Street with the North line of the South Half of said Government Lot 1; thence Southeasterly 49.85 feet along the arc of a 186.60 foot radius curve to the right having a chord of S. 59°39'17" E., 49.70 feet; thence S. 52°00'E., 147.00 feet; thence S. 22°39'05"W., 210.00 feet; thence N. 42°51'33"W., 190.77 feet; thence N. 01°51'03"E., 182.30 feet; thence Southeasterly 47.85 feet along the arc at a 186.60 foot radius curve to the right having a chord of S. 74°39'15" E., 47.72 feet to the point of beginning.

L 00007.00 JR

REGISTER'S OFFICE
SHEBOYGAN COUNTY, WISCONSIN
Received for Record the 31st day of
May, A. D. 1979 at 4:06
o'clock P. M., and Recorded in Vol.
858 of on page 939/44.

Harold J. Becker Register

* Register of Deeds Note: SEE VOLUME 12 OF PLATS PAGE 208
FOR EXHIBITS A AND B

This Declaration is being rerecorded to correct recording information contained in paragraph 5. This Declaration is being rerecorded to correct a typographical error in paragraph 3d.

m h w m

Return to
m h w m

16-31

1979 May 31 P.M. 4:06

2. Description of Buildings. Two (2) buildings are constructed upon the land with the locations as shown on the plat of survey attached hereto as Exhibit A. Each building is constructed as a "Townhouse" and has a basement and two floors of living space. The principal materials of which the buildings are constructed are concrete block foundation and wood frames, wood exterior and asphalt shingle roof. Each unit in each building has a separate heating system. Each building shall contain four units.

3. Description of Units.

(a) The unit number of each unit, its location, approximate area, and number of rooms and immediate common area to which it has access are shown on the set of floor plans of each building attached hereto as Exhibit B.

(b) A complete set of plans and specifications are on file at the office of the Declarants at 6290 N. Port Washington Road, Milwaukee, Wisconsin, 53217.

(c) The buildings are constructed substantially in accordance with the plans and specifications prepared by the architect as identified by his appropriate signature certifying that it is an accurate copy of the plans of each building as filed with and approved by the Village of Elkhart Lake and other governmental subdivisions or public agencies having jurisdiction over the issuance of permits for the construction of the buildings.

(d) The boundary of each unit consists of that part of the cubic area of each building which is enclosed as follows: The vertical boundary of each unit is the interior building walls, which is the center line of the wall separating the dwellings in each building, and the exterior building walls, which is the interior of the outside walls of the building bounding a dwelling. The horizontal boundaries of the unit are the plane of the undersurface of the basement floor and the plane of the undersurface of the roof.

(e) If any portion of the common or limited areas or facilities shall encroach upon any unit, or if any unit shall encroach upon any other unit or upon any portion of the common or limited common areas or facilities as a result of the construction of the building, or as a result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. In the event the building, the unit, any adjoining unit, or any adjoining common or limited common area or facility, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, any resulting encroachment of a part of the common or limited common areas or facilities upon any unit or of any unit upon any other unit or upon any part of the common or limited common areas or facilities shall be permitted, and a valid easement for such encroachment and for its maintenance shall exist as long as the building stands.

4. Description of Common Areas and Facilities.

(a) The common areas and facilities include all items described in Section 703.02(6), Wis. Stats. (1975), known as the Wisconsin Unit Ownership Act.

(b) All balconies, patios and driveways immediately adjacent to any unit shall be a part of the common area and not a part of any individual unit; however, each unit owner shall be entitled to the exclusive use and possession of that balcony, patio and driveway, direct access to which is provided from his respective unit, and which is or are located outside of and adjoining his respective unit; such exclusive use of the driveway shall extend to the junction with the common collector road. Unless and until such time as the Board, as hereinafter provided, determines to the contrary, each unit owner shall be responsible for the repair, maintenance and appearance of patios, balconies and driveways, the exclusive use and possession whereof is extended hereby, at his own expense, including responsibility for breakage, damage, malfunction, and the ordinary wear and tear. A unit owner shall not paint or otherwise decorate or adorn or change the appearance of any such balcony, patio or driveway in any manner contrary to the rules and regulations as may be established by the Point Elkhart Condominium Association, Ltd.

5. Interest in Common Areas and Voting Rights.

(a) Each unit shall be treated as an individual property capable of independent use in fee simple ownership. Each unit owner shall have an undivided interest in the common areas and facilities of Point Elkhart Condominiums as declared in the Declaration of Condominium of Point Elkhart, Phase I recorded in the Register of Deeds office of Sheboygan County on April 24, 1974, in Volume 724 of Records, page 7; as declared in the Declaration of Condominium of Point Elkhart, Phase II recorded in the Register of Deeds office of Sheboygan County on June 30, 1975, in Volume 753 of Records, page 597/603; and as declared in the Declaration of Condominium of Point Elkhart, Phase III recorded in the Register of Deeds office of Sheboygan County on April 28, 1977, in Volume 802 of Records, page 354/360. Each unit owner percentage interest in the common areas and facilities shall be that percentage which each unit bears to the total number of units subject to this Declaration and the Declarations of Condominium of Point Elkhart, Phase I, II and III. Each unit owner shall own a share in the common elements and in any surplus possession of Point Elkhart Condominium Association, Ltd., and be liable for common expenses and shall have a vote in said association, as follows: Each unit shall have that percentage vote which each unit bears to the total number of units on the property subject to this declaration and the Declaration of Condominium of Point Elkhart, Phase I, II and III. In the event that this condominium is added thereto, as provided in Paragraph 12 of this declaration, the common area interest and voting rights shall be adjusted accordingly.

(b) The management of the common areas shall be controlled by the Point Elkhart Condominium Association, Ltd.

(c) The owner of an individual unit including the declarant shall become a member of the Point Elkhart Condominium Association, Ltd., and subject to its rules and regulations either thirty days after a final occupancy permit is issued for said unit by the Village of Elkhart Lake, or when a particular unit is conveyed by the declarant to a third person, whichever is sooner.

6. Statement of Purposes for which the Buildings and Each Unit are Intended and Restricted as to use. All units are restricted to residential use, excepting that the Declarant reserves the right to use one unit as a model until all units in the condominium are sold.

7. Service of Process. Service of process shall be made upon the Declarant at 3321 South 12th Street, Sheboygan, Wisconsin, until all units have been sold and conveyed at which time the association of unit owners may designate a successor by a vote of the majority of a quorum present at any meeting of the association.

8. Damages or Destruction. In the event eighty per cent (80%) or more of the number of units of the property are destroyed or substantially damaged, action by the association of unit owners, by vote of seventy-five per cent (75%) or more of the common interest taken within ninety (90) days after such damages or destruction, shall be necessary to determine to rebuild, repair or restore the property as more fully described in the By-Laws of the association. Damage or destruction to a lesser extent shall be repaired or restored pursuant to an arrangement by the Board of Directors of the association of unit owners as provided by said By-Laws.

9. Miscellaneous Matters.

(a) All present and future owners, tenants and occupants of such owners, employees of owners and tenants, or any persons that in any manner use or come upon the property or any part thereof shall be subject to, and shall comply with, the provisions of this Declaration, the By-Laws and rules and regulations adopted pursuant thereto, as those instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an acceptance of the provisions of such instruments, as they may be amended from time to time, by such owner, tenant or occupant. The provisions contained in such instrument shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement thereof may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate as well as by the provisions of the Wisconsin Unit Ownership Act.

(b) Declarant hereby reserves for the Association of Unit Owners acting by and in the discretion of its Board of Directors the right to grant to the Village of Elkhart Lake, Sheboygan County, or public or semi-public utility companies, easements and right-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, telephone and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, and similar service, and for performing any public or quasipublic utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the property. Such easements and right-of-way shall be confined, so far as possible, in underground pipes or other conduits, and in an area within ten (10) feet of all limited common area lines, with the necessary rights and ingress and egress therefrom and with the rights to do whatever may be necessary to carry out the purposes for which this easement is created.

10. Termination. All of the unit owners may remove this condominium property from the provisions of the Wisconsin Unit Ownership Law by an instrument to that effect duly recorded in accordance with the provisions of Chapter 703, Wis. Stats.

11. Amending Declaration. This Declaration may be amended by the affirmative votes of seventy-five per cent (75%) of all the unit owners in the condominium. The amendment shall be evidenced by an appropriate certificate entitling the same to be recorded.

No amendment shall change any unit's proportionate share of the common elements, common expenses, or the voting rights, unless all owners of the condominium units shall approve thereof by a one hundred per cent (100%) vote, nor shall any amendment change the rights of the Declarant or Developer as contained in this Declaration.

12. Future Development. Declarant owns additional land adjacent to the land which is the subject of this Declaration. The total tract is approximately twenty (20) acres. Declarant reserves the absolute and unqualified right for itself, its successors and assigns, and on behalf of each unit owner, to amend this Declaration to add a part or all of such land and any buildings constructed thereon to be a part of this condominium, until there is a total of not more than one hundred twenty-eight (128) units. Each unit's undivided interest in the common areas, common expenses and common surpluses, if any, shall be computed as in Paragraph 5 of this Declaration.

In the event that an apartment-type condominium is constructed on said adjacent land, Declarant reserves the right to declare certain areas in said apartment as limited common areas and to limit the interest in the common areas of the apartment-type unit to something less than

that fractional part of the square footage of said unit bears to the total square footage of the entire condominium project.

REGISTER'S OFFICE
SHEBOYGAN COUNTY, WISCONSIN
Received for Record the 1st day of
May A. D. 1978 at 1:53
o'clock P.M., and Recorded in Vol.
856 of Records
on page 742/2.

Harold J. Becker Registrar

LAKESIDE HOMES, INC.

By John J. Burke, Jr.
President

Attest:

Kathryn M. Burke
Kathryn M. Burke
Secretary

REGISTER'S OFFICE
SHEBOYGAN COUNTY, WISCONSIN
Received for Record the 1st day of
May A. D. 1978 at 3:03
o'clock P.M., and Recorded in Vol.
831 of Records
on page 524/9.

Harold J. Becker Registrar

LEE REALTY, INC., OF SHEBOYGAN

By Robert R. Werner
Robert R. Werner
President

Attest:

Leona M. Werner
Leona M. Werner
Secretary

STATE OF WISCONSIN)
Sheboygan) SS.
WILKINSON COUNTY)

REF ID: A63310 000007.00
FILE # 18-182 000007.00
PAGE 18-182 000007.00

On this 1st day of May, 1978, before me, John L. Kahler, the undersigned Notary Public, personally appeared JOHN J. BURKE, JR., and KATHRYN M. BURKE, who acknowledged themselves to be the President and Secretary, respectively, of the LAKESIDE HOMES, INC., a Wisconsin corporation; and Robert R. Werner and Leona M. Werner, who acknowledged themselves to be the President and Secretary, respectively, of LEE REALTY, INC., OF SHEBOYGAN, a Wisconsin corporation, and that they, as such President and Secretary, respectively, being authorized so to do, executed the foregoing instrument by signing the name of said corporation in their capacity therein stated by themselves as President and Secretary, and for the purposes therein contained.

This instrument was
Attorney JOHN J. BURKE
John L. Kahler
Notary Public, Sheboygan County, Wis.
My commission expires: Sept. 10, 1978

1978 MAY 1 PM 1 53

1978 MAY 1 PM 3 03

1059388

VOL 887 PAGE 441

Exhibit in Plat
Cabinet Vol. 13 Page 72
Phase VPOINT ELKHART -- Phase V
DECLARATION OF CONDOMINIUM

LAKESIDE HOMES, INC., F/K/A BURKE DEVELOPMENT CORPORATION, a Wisconsin corporation, and LEE REALTY, INC., OF SHEBOYGAN, a Wisconsin corporation, hereinafter referred to as the Declarants, do hereby declare that the real estate described below is subject to the Wisconsin Unit Ownership Act. The name by which this condominium is to be identified is POINT ELKHART.

1. Description of Land. The land which is the subject of this declaration and upon which the buildings and improvements are and will be located is in Sheboygan County, Wisconsin, and more particularly described as follows:

A part of Government Lots 1 and 2, Section 29, T. 16 N., R. 21 E., Village of Elkhart Lake, Sheboygan County, Wisconsin, containing 3.601 acres of land and being described as: Beginning at a point 727.69 feet South and 352.00 feet West of the Intersection of the center-line of Lake Street with the north line of the S $\frac{1}{2}$ of said Government Lot 1; thence S. 73°-28'-43" W., 150.00 feet; thence S. 28°-00' E., 100.00 feet; thence S. 20°-00' W., 150.00 feet; thence S. 41°-54' W., 138.28 feet; thence S. 25°-28' E., 146.90 feet; thence S. 63°-03' E., 178.40 feet; thence S. 62°-09' E., 215.20 feet; thence N. 38°-20' E., 27.50 feet; thence N. 58°-59' W., 183.26 feet; thence N. 38°-20' E., 120.00 feet; thence N. 58°-59' W., 50.00 feet; thence N. 38°-20' E., 200.00 feet; thence N. 04°-00' E., 93.00 feet; thence N. 65°-12' W., 83.00 feet; thence N. 22°-39' W., 30.00 feet; thence N. 42°-51'-33" W., 190.77 feet to the point of beginning.

REGISTER'S OFFICE
SHEBOYGAN COUNTY, WISCONSIN

Received for Record this 17th day of

Sept. A. D. 1990 2:30

o'clock P. M., and Recorded in Vol.

887 of Records on page 441/6

Harold J. Becker Registrar

2. Description of Buildings. Two (2) buildings are constructed upon the land with the locations as shown on the part of survey attached hereto as Exhibit "A". Each building is constructed as a "Townhouse" and has a basement and two floors of living space. The principal materials of which the buildings are constructed are concrete block foundation and wood frames, wood exterior and asphalt shingle roof. Each unit in each building has a separate heating system. Each building shall contain four units.

3. Description of Units.

(a) The unit number of each unit, its location, approximate area, and number of rooms and immediate common area to which it has access are shown on the set of floor plans of each building attached hereto as Exhibit "B".

(b) A complete set of plans and specifications are on file at the office of the Declarants at 6290 North Port Washington Road, Milwaukee, Wisconsin 53217.

(c) The buildings are constructed substantially in accordance with the plans and specifications prepared by the architect as identified by his appropriate signature certifying that it is an accurate copy of the plans of each building as filed with and approved by the Village of Elkhart Lake and other governmental subdivisions or public agencies having jurisdiction over the issuance of permits for the construction of the buildings.

(d) The boundary of each unit consists of that part of the cubic area of each building which is enclosed as follows: The vertical boundary of each unit is the interior building walls, which is the center line of the wall separating the dwellings in each building, and the exterior building walls, which is the interior of the outside walls of the building bounding a dwelling. The horizontal boundaries of the unit shall be the plane of the undersurface of the basement floor and the plane of the undersurface of the roof.

(e) If any portion of the common or limited areas or facilities shall encroach upon any unit, or if any unit shall encroach upon any other unit or upon any portion of the common or limited common areas or facilities as a result of the construction of the building, or as a result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. In the event the building, the unit, any adjoining unit, or any adjoining common or limited common area or facility, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, any resulting encroachment of a part of the common or limited common areas or facilities upon any unit or of any unit upon any other unit or upon any part of the common or limited common areas or facilities shall be permitted, and a valid easement for such encroachment and for its maintenance shall exist as long as the building stands.

4. Description of Common Areas and Facilities.

(a) The common areas and facilities include all items described in Section 703.02(2), Wis. Stats. (1977), known as the Wisconsin Unit Ownership Act.

(b) All balconies, patios, and driveways immediately adjacent to any unit shall be a part of the common area and not a part of any individual unit; however, each unit owner shall be entitled to the exclusive use and possession of that balcony, patio, and driveway, direct access to which is provided from his respective unit, and which is or are located outside of and adjoining his respective unit; such exclusive use of the driveway shall extend to the junction with the common collector road. Unless and until such time as the Board, as hereinafter provided, determines to the contrary, each unit owner shall be responsible for the repair, maintenance, and appearance of patios, balconies, and driveways, the exclusive use and possession whereof is extended hereby, at his own expense, including responsibility for breakage, damage, malfunction, and the ordinary wear and tear. A unit owner shall not paint or otherwise decorate or adorn or change the appearance of any such balcony, patio, or driveway in any manner contrary to the rules and regulations as may be established by the Point Elkhart Condominium Association, Ltd.

5. Interest in Common Areas and Voting Rights.

(a) Each unit shall be treated as an individual property capable of independent use in fee simple ownership. Each unit owner shall have an undivided interest in the common areas and facilities of Point Elkhart Condominiums as declared in the Declaration of Condominium of Point Elkhart, Phase I recorded in the Register of Deeds office of Sheboygan County, on April 24, 1974, in Volume 724 of Records, Page 7; as declared in the Declaration of Condominium of Point Elkhart, Phase II, recorded in the Register of Deeds office of Sheboygan County, on June 30, 1975, in Volume 753 of Records, Page 597/603; and as declared in the Declaration of Condominium of Point Elkhart, Phase III, recorded in the Register of Deeds office of Sheboygan County, on July 30, 1975, in Volume 802 of Records, Page 354; and as declared in the Declaration of Condominium of Point Elkhart, Phase IV, recorded on May 1, 1978, in Volume 831 of Records, Page 524, and re-recorded on April 1, 1979, in Volume 856 of Records, Page 742, and re-recorded on May 31, 1979, in Volume 858 of Records, Page 939. Each unit owner percentage interest in the common areas and facilities shall be that percentage which each unit bears to the total number of units subject to this Declaration and the Declarations of Condominium of Point Elkhart, Phase I, II, III, and IV. Each unit owner shall own a share in the common elements and in any surplus possession of Point Elkhart Condominium Association, Ltd., and be liable for common expenses and shall have a vote in said association, as follows: Each unit shall have that percentage vote which each unit bears to the total number of units on the property subject to this declaration and the Declaration of Condominium of Point Elkhart, Phase I, II, III, and IV. In the event that this condominium is added thereto, as provided in Paragraph 12 of this declaration, the common area interest and voting rights shall be adjusted accordingly.

(b) The management of the common areas shall be controlled by the Point Elkhart Condominium Association, Ltd.

(c) The owner of an individual unit including the Declarant shall become a member of the Point Elkhart Condominium Association, Ltd., and subject to its rules and regulations either thirty (30) days after a final occupancy permit is issued for said unit by the Village of Elkhart Lake, or when a particular unit is conveyed by the declarant to a third person, whichever is sooner.

6. Statement of Purposes for which the Buildings and Each Unit are Intended and Restricted as to use. All units are restricted to residential use, excepting that the Declarant reserves the right to use one unit as a model until all units in the condominium are sold.

7. Service of Process. Service of process shall be made upon the Declarant at 3321 South 12th Street, Sheboygan, Wisconsin, until all units have been sold and conveyed at which time the association of unit owners may designate a successor by a vote of the majority of a quorum present at any meeting of the association.

8. Damages or Destruction. In the event eighty (80%) per cent or more of the number of units of the property are destroyed or substantially damaged, action by the association of unit owners, by vote of seventy-five (75%) per cent or more of the common interest taken within ninety (90) days after such damages or destruction, shall be necessary to determine to rebuild, repair, or restore the property as more fully described in the By-Laws of the association. Damage or destruction to a lesser extent shall be repaired or restored pursuant to an arrangement by the Board of Directors of the association of unit owners as provided by said By-Laws.

9. Miscellaneous Matters.

(a) All present and future owners, tenants, and occupants of such owners, employees of owners and tenants, or any persons that in any manner use or come upon the property or any part thereof shall be subject to, and shall comply with, the provisions of this Declaration, the By-Laws and rules and regulations adopted pursuant thereto, as those instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an acceptance of the provisions of such instruments, as they may be amended from time to time, by such owner, tenant, or occupant. The provisions contained in such instrument shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, conveyance, or lease thereof. The enforcement thereof may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate as well as by the provisions of the Wisconsin Unit Ownership Act.

(b) Declarant hereby reserves for the Association of Unit Owners acting by and in the discretion of its Board of Directors the right to grant to the Village of Elkhart Lake, Sheboygan County, or public or semi-public utility companies, easements, and right-of-way for the erection, construction, and maintenance of all poles, wires, pipes, and conduits for the transmission of electricity, telephone, and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, and similar service, and for performing any public or quasipublic utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the property. Such easements and right-of-way shall be confined, so far as possible, in underground pipes or other conduits, and in an area within ten (10) feet of all limited common area lines, with the necessary rights and ingress and egress therefrom and with the rights to do whatever may be necessary to carry out the purposes for which this easement is created.

10. Termination. All of the unit owners may remove this condominium property from the provisions of the Wisconsin Unit Ownership Law by an instrument to that effect duly recorded in accordance with the provisions of Chapter 703, Wis. Stats.

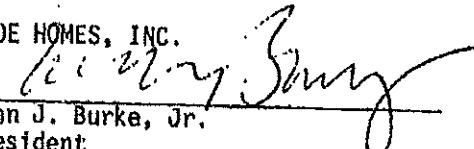
11. Amending Declaration. This Declaration may be amended by the affirmative votes of seventy-five (75%) per cent of all the unit owners in the condominium. The amendment shall be evidenced by an appropriate certificate entitling the same to be recorded.

No amendment shall change any unit's proportionate share of the common elements, common expenses, or the voting rights, unless all owners of the condominium units shall approve thereof by a one hundred (100%) per cent vote, nor shall any amendment change the rights of the Declarant or Developer as contained in this Declaration.

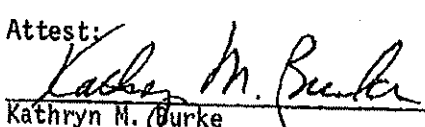
12. Future Development. Declarant owns additional land adjacent to the land which is the subject of this Declaration. The total tract is approximately twenty (20) acres. Declarant reserves the absolute and unqualified right for itself, its successors, and assigns, and on behalf of each unit owner, to amend this Declaration to add a part or all of such land and any buildings constructed thereon to be a part of this condominium, until there is a total of not more than one hundred six (106) units. Each unit's undivided interest in the common areas, common expenses, and common surpluses, if any, shall be computed as in Paragraph 5 of this Declaration.

LAKE SIDE HOMES, INC.

By


John J. Burke, Jr.
President

Attest:


Kathryn M. Burke
Secretary

LEE REALTY, INC., OF SHEBOYGAN

By Robert R. Werner
President

Attest:

Deane M. Werner
Secretary

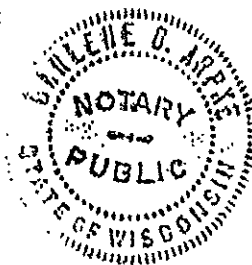
STATE OF WISCONSIN }
MILWAUKEE COUNTY } SS.

On this 3rd day of September, 1980, before me,
Darlene B. Arpke, the undersigned Notary Public,
personally appeared JOHN J. BURKE, JR., and KATHRYN M. BURKE, who acknow-
ledged themselves to be the President and Secretary, respectively, of the
LAKEVIEW HOMES, INC., a Wisconsin corporation; and Robert R. Werner
and Deane M. Werner, who acknowledged themselves to be the
President and Secretary, respectively, of LEE REALTY, INC., OF SHEBOYGAN,
a Wisconsin corporation, and that they, as such President and Secretary,
respectively, being authorized so to do, executed the foregoing instrument
by signing the name of said corporation in the capacity therein stated by
themselves as President and Secretary, respectively, and for the purposes
therein contained.

Darlene B. Arpke
Notary Public, State of Wisconsin
My Commission expires: 5-13-84

555#1784332 A00032.00 JR

THIS INSTRUMENT WAS DRAFTED BY:
ATTORNEY JOHN J. BURKE, SR.



1980 SEP 17 PM 2 39

Received for Record the 29th day of

June A. D. 19 83 at 9:33

o'clock P. M., and Recorded in Vol.

938 of Records 502/8

Darius J. Morris Register

1089717

FOR EXHIBIT SEE VOLUME
13 CONDOMINIUMS PAGES
1/2

POINT ELKHART - Phase VI

DECLARATION OF CONDOMINIUM

LAKESIDE HOMES, INC., f/k/a BURKE DEVELOPMENT CORPORATION, a Wisconsin Corporation, and LEE REALTY, INC., of Sheboygan, a Wisconsin corporation, hereinafter referred to as the Declarants, do hereby declare that the real estate described below is subject to the Wisconsin Unit Ownership Act. The name by which this condominium is to be identified is POINT ELKHART.

1. Description of Land. The land which is the subject of this declaration and upon which the buildings and improvements are and will be located is in Sheboygan County, Wisconsin and more particularly described as follows:

Said Condominium being a part of Government Lots 1 and 2, Section 29, Township 16 North, Range 21 East, Village of Elkhart Lake, Sheboygan County, Wisconsin, containing 0.7707 acres of land, and described as:

Commencing 147.92 feet East and 254.67 feet South of the intersection of the Centerline of Lake Street with the North line of the S½ of said Government Lot 1; thence S. 70°-55' W., 156.80 feet; thence S. 81°-55' W., 180.00 feet to the point of beginning; thence continuing S. 81°-55' W., 108.60 feet; thence S. 14°-57'-14" W., 76.29 feet; thence S. 02°-00' E., 137.81 feet; thence 49.85 feet along the arc of a 186.60 foot radius curve to the right, said curve having a chord which bears S. 59°-39'-17" E., 49.70 feet; thence N. 38°-00' E., 80.00 feet; thence N. 65°-00' E., 135.10 feet; thence N. 35°-00' W., 160.75 feet to the point of beginning.

555 529 5681 L00025.00 JR

555 529 5681 L00016.00 JR

41.00

JR

93 JUN 29 AM 9 33

2. Description of Buildings. Two (2) buildings are constructed upon the land with the locations as shown on the part of survey attached hereto as Exhibit "A". Each building is constructed as a "Townhouse" and has a basement and two floors of living space. The principal materials of which the buildings are constructed are concrete block foundation and wood frames, wood exterior and asphalt shingle roof. Each unit in each building has a separate heating system. Each building shall contain four units.

3. Description of Units.

(a) The unit number of each unit, its location, approximate area, and number of rooms and immediate common area to which it has access are shown on the set of floor plans of each building attached hereto as Exhibit "B".

(b) A complete set of plans and specifications are on file at the office of the Declarants N81 W12920 Leon Road, Menomonee Falls, Wisconsin 53051.

(c) The buildings are constructed substantially in accordance with the plans and specifications prepared by the architect as identified by his appropriate signature certifying that it is an accurate copy of the plans of each building as filed with and approved by the Village of Elkhart Lake and other governmental subdivisions or public agencies having jurisdiction over the issuance of permits for the construction of the buildings.

(d) The boundary of each unit consists of that part of the cubic area of each building which is enclosed as follows: The vertical boundary of each unit is the interior building walls, which is the center line of the wall separating the dwellings in each building, and the exterior building walls, which is the interior of the outside walls of the building bounding a dwelling. The horizontal boundaries of the unit shall be the plane of the undersurface of the basement floor and the plane of the under-surface of the roof.

(e) If any portion of the common or limited areas or facilities shall encroach upon any unit, or if any unit shall encroach upon any other unit or upon any portion of the common or limited common areas or facilities as a result of the construction of the building, or as a result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. In the event the building, the unit, any adjoining unit, or any adjoining

common or limited common area or facility, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, any resulting encroachment of a part of the common or limited common areas or facilities upon any unit or of any unit upon any other unit or upon any part of the common or limited common areas or facilities shall be permitted, and a valid easement for such encroachment and for its maintenance shall exist as long as the building stands.

4. Description of Common Areas and Facilities.

(a) The common areas and facilities include all items described in Section 703.02(2), Wis. Stats. (1977), known as the Wisconsin Unit Ownership Act.

(b) All balconies, patios, and driveways immediately adjacent to any unit shall be a part of the common area and not a part of any individual unit; however, each unit owner shall be entitled to the exclusive use and possession of that balcony, patio, and driveway, direct access to which is provided from his respective unit, and which is or are located outside of and adjoining his respective unit; such exclusive use of the driveway shall extend to the junction with the common collector road. Unless and until such time as the Board, as hereinafter provided, determines to the contrary, each unit owner shall be responsible for the repair, maintenance, and appearance of patios, balconies, and driveways, the exclusive use and possession whereof is extended hereby, at his own expense, including responsibility for breakage, damage, malfunction, and the ordinary wear and tear. A unit owner shall not paint or otherwise decorate or adorn or change the appearance of any such balcony, patio, or driveway in any manner contrary to the rules and regulations as may be established by the Point Elkhart Condominium Association, Ltd.

5. Interest in Common Areas and Voting Rights.

(a) Each unit shall be treated as an individual property capable of independent use in fee simple ownership. Each unit owner shall have an undivided interest in the common areas and facilities of Point Elkhart Condominiums as declared in the Declaration of Condominium of Point Elkhart, Phase I, recorded in the Register of Deeds office of Sheboygan County on April 24, 1974, in Volume 724 of Records, Page 7; as declared in the Declaration of Condominium of Point Elkhart, Phase II, recorded in the Register of Deeds office of Sheboygan County on June 30, 1975, in Volume 753 of Records, Pages 597/603; as declared in the Declaration of Condominium of Point Elkhart, Phase III, recorded in the Register of Deeds office of Sheboygan County, on July 30, 1975, in Volume 802 of Records, Page 354; as declared in the Declaration

of Condominium of Point Elkhart, Phase IV, recorded in the Register of Deeds office of Sheboygan County on May 1, 1978, in Volume 831 of Records, Page 524, and re-recorded on April 1, 1979, in Volume 856 of Records, Page 742, and re-recorded on May 31, 1979, in Volume 858 of Records, Page 939; and as declared in the Declaration of Condominium of Point Elkhart, Phase V, recorded in the Register of Deeds office of Sheboygan County on September 17, 1980, in Volume 887 of Records, on Pages 441/446. Each unit owner percentage interest in the common areas and facilities shall be that percentage which each unit bears to the total number of units subject to this Declaration and the Declarations of Condominium of Point Elkhart, Phase I, II, III, IV and V. Each unit owner shall own a share in common elements and in any surplus possession of Point Elkhart Condominium Association, Ltd., and be liable for common expenses and shall have a vote in said association, as follows: Each unit shall have that percentage vote which each unit bears to the total number of units on the property subject to this Declaration and the Declaration of Condominium of Point Elkhart, Phase I, II, III, IV and V. In the event that this condominium is added thereto, as provided in Paragraph 12 of this Declaration, the common area interest and voting rights shall be adjusted accordingly.

(b) The management of the common areas shall be controlled by the Point Elkhart Condominium Association, Ltd.

(c) The owner of an individual unit including the Declarant shall become a member of the Point Elkhart Condominium Association, Ltd., and subject to its rules and regulations either thirty (30) days after a final occupancy permit is issued for said unit by the Village of Elkhart Lake, or when a particular unit is conveyed by the declarant to a third person, whichever is sooner.

6. Statement of Purposes for which the Buildings and Each Unit are Intended and Restricted as to use. All units are restricted to residential use, excepting that the Declarant reserves the right to use one unit as a model until all units in the condominium are sold.

V. Service of Process. Service of process shall be made upon the Declarant at 3321 South 12th Street, Sheboygan, Wisconsin, until all units have been sold and conveyed at which time the association of unit owners may designate a successor by a vote of the majority of a quorum present at any meeting of the association.

8. Damages or Destruction. In the event eighty (80%) per cent or more of the number of units of the property are destroyed or substantially damaged, action by the association of unit owners, by vote of seventy-five (75%) per cent or more of the common interest taken within ninety (90) days after such damages or destruction, shall be necessary to determine to rebuild, repair, or restore the property as more fully described in the By-Laws of the association. Damage or destruction to a lesser extent shall be repaired or restored pursuant to an arrangement by the Board of Directors of the association of unit owners as provided by said By-Laws.

9. Miscellaneous Matters.

(a) All present and future owners, tenants, and occupants of such owners, employees of owners and tenants, or any persons that in any manner use or come upon the property or any part thereof shall be subject to, and shall comply with, the provisions of this Declaration, the By-Laws and rules and regulations adopted pursuant thereto, as those instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an acceptance of the provisions of such instruments, as they may be amended from time to time, by such owner, tenant, or occupant. The provisions contained in such instrument shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, conveyance, or lease thereof. The enforcement thereof may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate as well as by the provisions of the Wisconsin Unit Ownership Act.

(b) Declarant hereby reserves for the Association of Unit Owners acting by and in the discretion of its Board of Directors the right to grant to the Village of Elkhart Lake, Sheboygan County, or public or semi-public utility companies, easements, and right-of-way for the erection, construction, and maintenance of all poles, wires, pipes, and conduits for the transmission of electricity, telephone, and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, and similar service, and for performing any public or quasipublic utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the property. Such easements and right-of-way shall be confined, so far as possible, in underground pipes or other conduits, and in an area within ten (10) feet of all limited common area lines, with the necessary rights and ingress and egress therefrom and with the rights to do whatever may be necessary to carry out the purposes for which this easement is created.

10. Termination. All of the unit owners may remove this condominium property from the provisions of the Wisconsin Unit Ownership Law by an instrument to that effect duly recorded in accordance with the provisions of Chapter 703, Wis. Stats.

11. Amending Declaration. This Declaration may be amended by the affirmative votes of seventy-five (75%) per cent of all the unit owners in the condominium. The amendment shall be evidenced by an appropriate certificate entitling the same to be recorded.

No amendment shall change any unit's proportionate share of the common elements, common expenses, or the voting rights, unless all owners of the condominium units shall approve thereof by a one hundred (100%) per cent vote, nor shall any amendment change the rights of the Declarant or Developer as contained in this Declaration.

12. Future Development. Declarant owns additional land adjacent to the land which is the subject of this Declaration. The total tract is approximately twenty (20) acres. Declarant reserves the absolute and unqualified right for itself, its successors, and assigns, and on behalf of each unit owner, to amend this Declaration to add a part or all of such land and any buildings constructed thereon to be a part of this condominium, until there is a total of not more than one hundred six (106) units. Each unit's undivided interest in the common areas, common expenses, and common surpluses, if any, shall be computed as in Paragraph 5 of this Declaration.

LAKESIDE HOMES, INC.

By

John J. Burke, Jr.,
President.

Attest:

Kathryn M. Burke
Kathryn M. Burke
Secretary.

LEE REALTY, INC., OF SHEBOYGAN

By

Robert R. Werner,
President.

Attest:

Robert J. Werner,
Secretary.

STATE OF WISCONSIN)
MILWAUKEE COUNTY } SS.

On this 20th day of June, 1983, before me,
Darlene B. Arpke, the undersigned Notary Public,
personally appeared JOHN J. BURKE, JR., and KATHRYN M. BURKE, who
acknowledged themselves to be the President and Secretary, respec-
tively, of the LAKESIDE HOMES, INC., a Wisconsin corporation; and
ROBERT R. WERNER and ROBERT J. WERNER, who acknowledged themselves
to be the President and Secretary, respectively, of LEE REALTY, INC.,
OF SHEBOYGAN, a Wisconsin corporation, and that they, as such
President and Secretary, respectively, being authorized so to do,
executed the foregoing instrument by signing the name of said
corporation in the capacity therein stated by themselves as
President and Secretary, respectively, and for the purposes
therein contained.

Darlene B. Arpke

Notary Public, State of Wisconsin
My commission expires: 5-13-84

This instrument was drafted by:
Attorney John J. Burke, Sr.

AMENDMENT NUMBER 7 TO THE
DECLARATION OF CONDOMINIUM OF
POINT ELKHART

(PHASE VIII)

THIS AMENDMENT is made and entered into this 30th day of June, 1989 by and between LAKESIDE HOMES, INC. ("Lakeside"), f/k/a BURKE DEVELOPMENT CORPORATION, a Wisconsin corporation, and BOB WERNER, INC., a Wisconsin corporation, hereinafter collectively referred to as the "Declarants".

WHEREAS, the Declaration of Condominium (the "Declaration") for Point Elkhart (the "Condominium") was recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, on April 24, 1974 in Vol. 724 of Records on pages 6-14, as Document No. 971313; and

WHEREAS, the aforesaid Declaration of Condominium has been amended previously as follows: Declaration for Phase II, recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, on June 30, 1975 in Vol. 753 of Records, pages 597-603; Declaration for Phase III, recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, on July 30, 1975 in Vol. 802 of Records, on page 354; Declaration for Phase IV, recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin on May 1, 1978 in Vol. 831 of Records, on page 524, and re-recorded on April 1, 1979 in Vol. 856 of Records, on page 742, and re-recorded on May 31, 1979 in Vol. 858 of Records, on page 939; Declaration for Phase V recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, on September 17, 1980, in Vol. 887 of Records, on pages 441-46; Declaration for Phase VI recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin on June 29, 1983, in Vol. 938 of Records on pages 502-08, as Document No. 1089717; and Declaration for Phase VII recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, on August 10, 1984, in Vol. 965 of Records, on pages 810-22, as Document No. 1105515; and

89 JUL -6 P3:47

REGISTER'S OFFICE
SHEBOYGAN COUNTY, WI
Received for Record the 6th
day of July A.D. 1989
at 3:47 o'clock P.M., and
Recorded in Vol. 1114
of Point Elkhart on page 548/548

Darlene J. Davis
Register

HAYES

WHEREAS, in Section 12 of the Declaration, the declarant reserved the right to amend the Declaration to add additional land, buildings and units to the Condominium; and

WHEREAS, Lakeside is the original corporate declarant under the Declaration, and Bob Werner, Inc. is the successor to a portion of the interest of Lakeside under the Declaration; and

WHEREAS, the parties hereto desire to amend the Declaration to add to the Condominium additional land, improvements and units;

NOW, THEREFORE, pursuant to Section 12 of the Declaration, Declarants hereby declare and state as follows:

1. Amendment to Declaration. The Declaration is hereby amended to add to the Condominium the real property described as follows:

Said Condominium being a part of Government Lots 1 and 2, Section 29, Township 16 North, Range 21 East, Village of Elkhart Lake, Sheboygan County, Wisconsin, containing 0.638 acres of land, and described as: Beginning at a point 916.04 feet South and 51.73 feet West of the intersection of the centerline of Lake Street with the North line of the South Half (S1/2) of said Government Lot 1; thence S. 22 degrees - 39' - 05" W., 90.00 feet; thence S. 65 degrees - 12' - 00" E., 65.00 feet; thence 106.79 feet along the arc of a 181.03 foot radius curve to the left, said curve having a chord which bears S. 82 degrees - 06' - 00" E., 105.25 feet; thence N. 81 degrees - 00' - 00" E., 95.00 feet; thence N. 14 degrees - 04' - 00" W., 127.13 feet; thence S. 86 degrees - 00' - 00" W., 192.00 feet to the point of beginning.

2. Amended Site Plan. An amended site plan showing the Condominium property, Condominium improvements and remaining expandable areas is attached hereto as part of Exhibit A.

3. Description of Building. One building is constructed upon the land with the location as shown on the survey attached hereto as part of Exhibit "A". The building is constructed as a "Townhouse" and has a basement and two floors of living space. The principal materials of which the building is constructed are concrete block foundation and

wood frames, wood exterior and asphalt shingle roof. Each unit in the building has a separate heating system. The building contains four units.

4. Description of Additional Units.

(a) The unit number of each unit, its location, approximate area, and number of rooms and immediate common area to which it has access are shown on the set of floor plans of the building attached hereto as Exhibit "B".

(b) A complete set of plans and specifications are on file at the office of the Declarants N81 W12920 Leon Road, Menomonee Falls, Wisconsin 53051.

(c) The description of the units, common elements and areas, limited common areas and voting rights of unit owners are as set forth in the Declaration and the exhibits attached hereto. All of the terms and provisions of the Declaration, as amended to date, are hereby made applicable to the real estate, building, units and other improvements which are added to the Condominium by this Amendment.

5. Percentage of Ownership. In accordance with subparagraph (a) of Section 5 of the Declaration, and subject to future expansion of the Condominium, each unit owner presently has an undivided percentage ownership interest in the common elements of the Condominium equal to the percentage which each unit bears to the total number of units on the property subject to the Declaration, as amended to date.

6. Expandable Area. Declarant owns additional land adjacent to the land which is subject to the Declaration. The total tract is approximately 20 acres. The Declarant reserves the absolute and unqualified right for itself, its successors, and assigns, and on behalf of each unit owner, to amend the Declaration to add a part or all of such land, and any buildings constructed thereon, to be a part of the Condominium, provided that the total number of units in the Condominium will not exceed 106 units. Each unit's undivided interest in the common areas, common expenses and common surpluses, if any, shall be computed as provided in paragraph 5 of the Declaration.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first above written.

LAKESIDE HOMES, INC.

BY: *John J. Burke, Jr.*

John J. Burke, Jr.,
President

ATTEST: *Kathryn M. Burke*

Kathryn M. Burke,
Secretary

BOB WERNER, INC.

BY: *Robert R. Werner*

Robert R. Werner, President

ATTEST: *Robert J. Werner*

Robert J. Werner,
Secretary

STATE OF WISCONSIN)
COUNTY OF Milwaukee) SS

Personally came before me this 20th day of June, 1989, John J. Burke, Jr., President, and Kathryn M. Burke, Secretary, of Lakeside Homes, Inc. to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers as the deed of said corporation, by its authority.

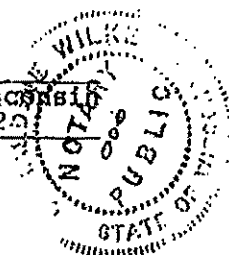
[Signature]
Notary Public, State of Wisconsin
My Commission: 8/6/87

STATE OF WISCONSIN)
): SS
 COUNTY OF Sheboygan)

Personally came before me this 10th day of June, 1989, Robert R. Werner, President, and Robert J. Werner, Secretary, of Bob Werner, Inc., to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers as the deed of said corporation, by its authority.

M. A. Dineen

Notary Public, State of Wisconsin
 My Commission: July 19, 1992



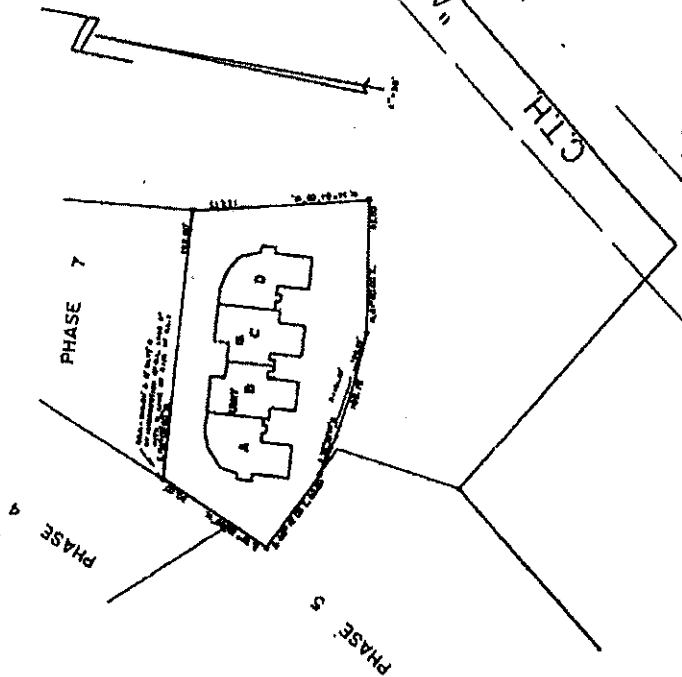
This instrument was drafted by
 Thomas P. Shannon, Attorney-at-Law.
 Fox, Carpenter, O'Neill & Shannon, S.C.
 622 N. Water Street
 Milwaukee, WI 53202
 (414) 273-3939

Surveyor's Certificate

I hereby certify that this plat is a true representation of the Condominium described and exactly shows the boundaries of each Building and common elements to the best of my belief and ability.

Said Condominium being a Part of Government Lots 1 and 2, Section 35, T14N., R12E., Range of Elkhardt Lake, Shawnee County, Wisconsin, and described as:

Beginning at a point 886.06 feet South and 51.71 feet West of the intersection of the Center Line of the Elkhardt Lake Road and the Center Line of the South Half (S1/2) of said Government Lot 3; thence S. 21°-24'-00" W., 100.00 feet thence S. 85°-12'-00" E., 51.00 feet; thence S. 85°-12'-00" E., 100.00 feet along the arc of a 141.03 foot radius curve to the left; said curve being tangent to the line between the intersection of the Center Line of the Elkhardt Lake Road and the Center Line of the South Half (S1/2) of said Government Lot 3; thence S. 21°-24'-00" W., 100.00 feet; thence S. 85°-12'-00" E., 51.00 feet; thence S. 85°-12'-00" E., 100.00 feet to the point of Beginning, and containing 0.628 acres of land.



POINT ELKHART CONDOMINIUM
PHASE 8



Harry M. Nelson
Surveyor General

AS A "C" MAP MAY BE OPENED TO 12/77
THIS INSTRUMENT WAS DRAFTED BY HARRY NELSON

PLAT 1114 OF 2

EXHIBIT A

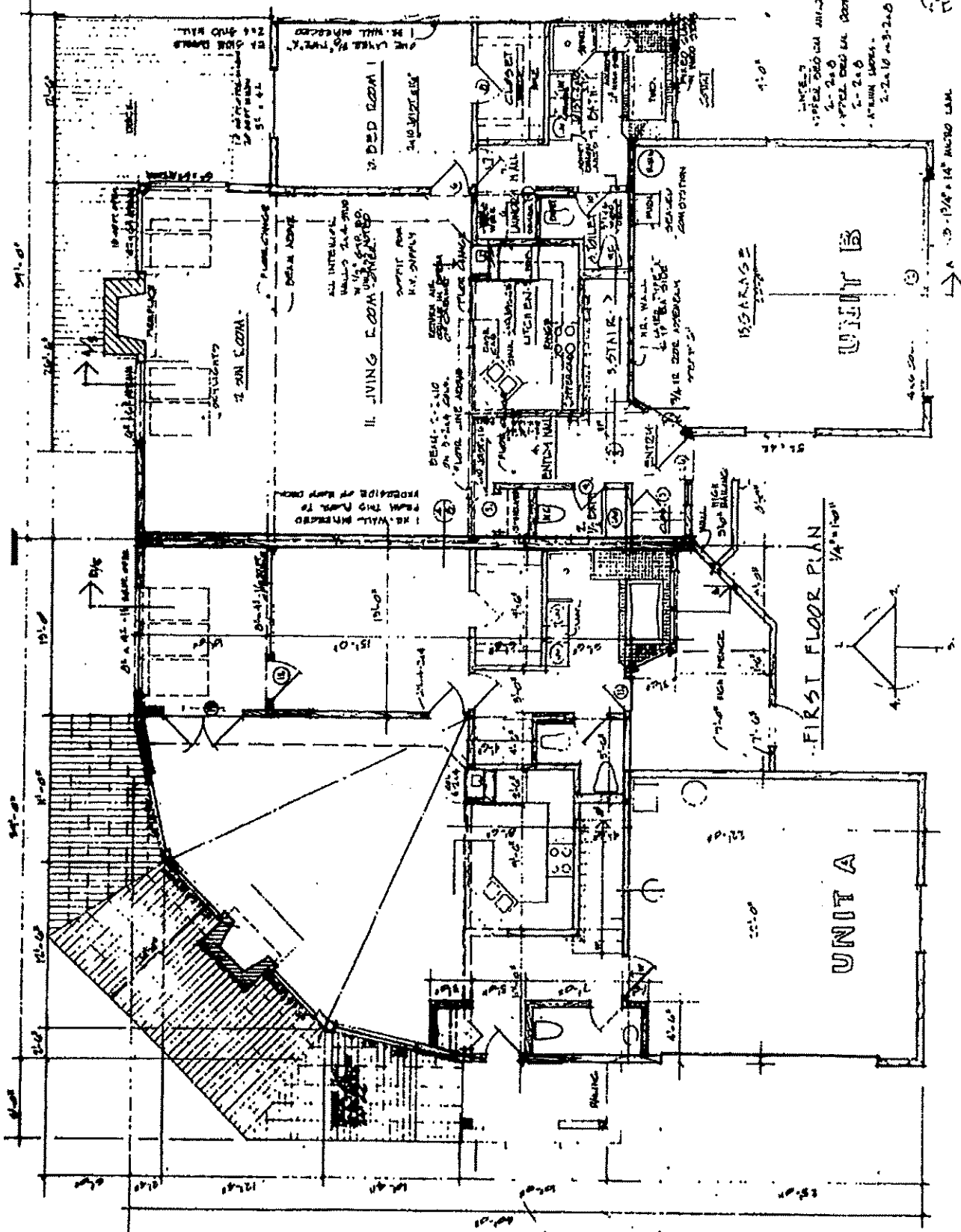


EXHIBIT 'B

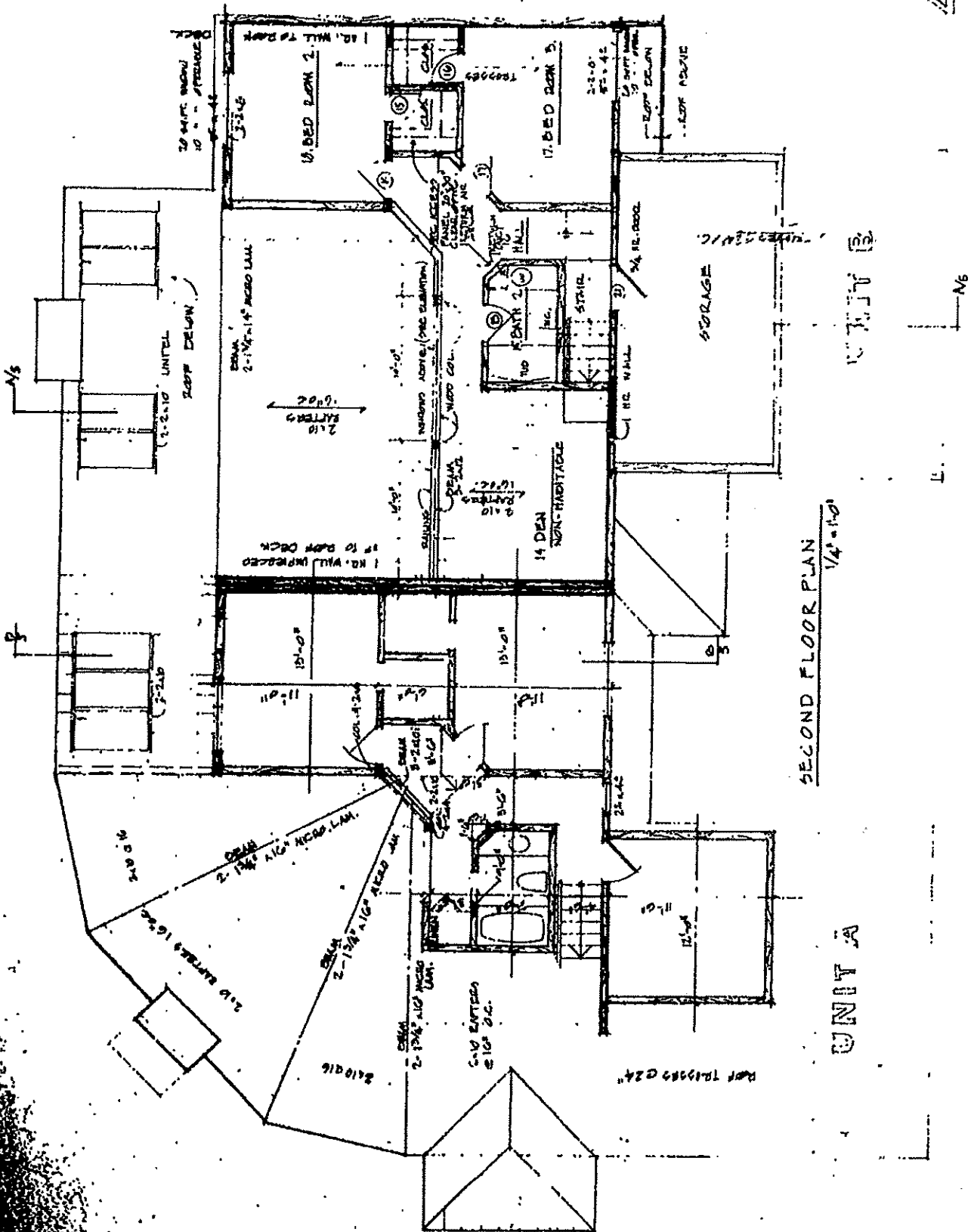


EXHIBIT B

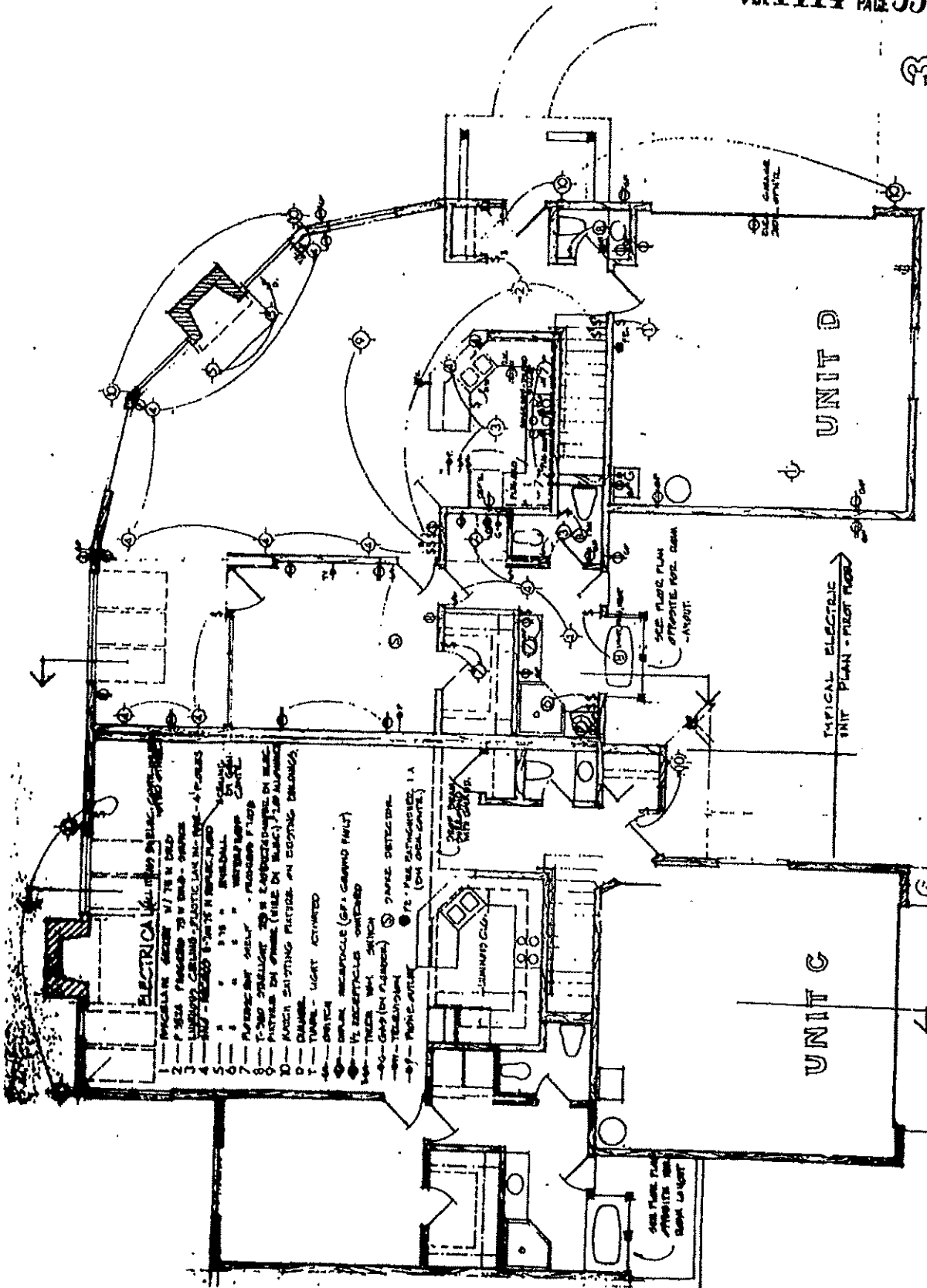


EXHIBIT B

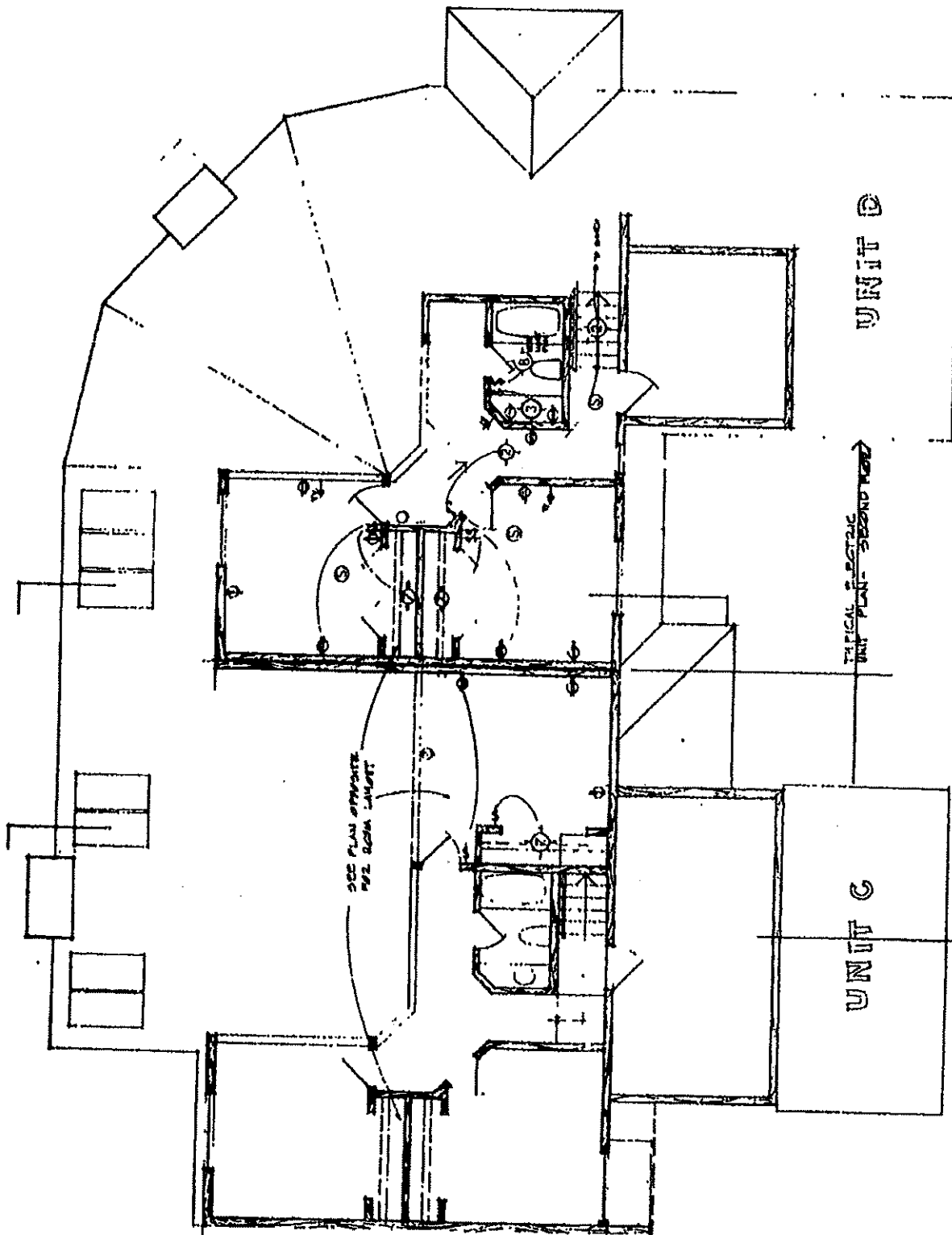


EXHIBIT B

For Exhibit
See Vol 13.C Page 12

1105515

VOL 965 PAGE 810

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OF DECLARATION OF CONDOMINIUM

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55521023766 A00028.00 JR

REGISTER'S OFFICE
SHEBOYGAN COUNTY, WI
Received for Record the 20th
day of Aug. A.D. 1984
at 3:28 o'clock P.M. and
Recorded in Vol. 965
of Records on page 810/22

Darlene J. Novak
Register

384 AUG 10 PM 3 28

DECLARATION OF CONDOMINIUM

LAKESIDE HOMES, INC., f/k/a BURKE DEVELOPMENT CORPORATION, a Wisconsin Corporation, and BOB WERNER, INC., of Sheboygan, a Wisconsin corporation, hereinafter referred to as the Declarants, do hereby declare that the real estate described below is subject to the Wisconsin Unit Ownership Act. The name by which this condominium is to be identified is POINT ELKHART.

1. Description of Land. The land which is the subject of this declaration and upon which the buildings and improvements are and will be located is in Sheboygan County, Wisconsin and more particularly described as follows:

Said Condominium being a part of Government Lots 1 and 2, Section 29, Township 16 North, Range 21 East, Village of Elkhart Lake, Sheboygan County, Wisconsin, containing 0.4604 acres of land, and described as: Beginning at a point 6.04 feet East and 777.61 feet South of the intersection of the Centerline of Lake street with the North line at the S 1/2 of said Government Lot 1; thence S. 22°39'5" W 150.00 feet; thence N. 86°00' W 192.00 feet; thence N. 06°00' W 128.73 feet; thence S. 83°00' W 91.49 feet; thence 31.41 feet along the arc of a 40.00 foot radius curve to the right, said curve having a chord which bears N. 74°30' W 30.61 feet to the point of beginning.

2. Description of Building. One (1) building is constructed upon the land with the locations as shown on the part of survey attached hereto as Exhibit "A". The building is constructed as a "Townhouse" and has a basement and two floors of living space. The principal materials of which the building is constructed are concrete block foundation and wood frames, wood exterior and asphalt shingle roof. Each unit in the building has a separate heating system. The building shall contain four units.

3. Description of Unit.

(a) The unit number of each unit, its location, approximate area, and number of rooms and immediate common area to which it has access are shown on the set of floor plans of the building attached hereto as Exhibit "B".

(b) A complete set of plans and specifications are on file at the office of the Declarants N81 W12920 Leon Road, Menomonee Falls, Wisconsin 53051.

(c) The building is constructed substantially in accordance with the plans and specifications prepared by the architect as identified by his appropriate signature certifying that it is an accurate copy of the plan of the building as filed with and approved by the Village of Elkhart Lake and other governmental subdivisions or public agencies having jurisdiction over the issuance of permits for the construction of the building.

(d) The boundary of each unit consists of that part of the cubic area of the building which is enclosed as follows: The vertical boundary of each unit is the interior building walls, which is the center line of the wall separating the dwellings in the building, and the exterior building walls, which is the interior of the outside walls of the building bounding a dwelling. The horizontal boundaries of the unit shall be the plane of the undersurface of the basement floor and the plane of the undersurface of the roof.

(e) If any portion of the common or limited areas or facilities shall encroach upon any unit, or if any unit shall encroach upon any other unit or upon any portion of the common or limited common areas or facilities as a result of the construction of the building, or as a result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. In the event the building, the unit, any adjoining unit, or any adjoining common or limited common area or facility, shall

be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, any resulting encroachment of a part of the common or limited common areas or facilities upon any unit or of any unit upon any other unit or upon any part of the common or limited common areas or facilities shall be permitted, and a valid easement for such encroachment and for its maintenance shall exist as long as the building stands.

4. Description of Common Areas and Facilities.

(a) The common areas and facilities include all items described in Section 703.02(2), Wis. Stats. (1977), known as the Wisconsin Unit Ownership Act.

(b) All balconies, patios, and driveways immediately adjacent to any unit shall be a part of the common area and not a part of any individual unit; however, each unit owner shall be entitled to the exclusive use and possession of that balcony, patio, and driveway, direct access to which is provided from his respective unit, and which is or are located outside of and adjoining his respective unit; such exclusive use of the driveway shall extend to the junction with the common collector road. Unless and until such time as the Board, as hereinafter provided, determines to the contrary, each unit owner shall be responsible for the repair, maintenance, and appearance of patios, balconies, and driveways, the exclusive use and possession whereof is extended hereby, at his own expense, including responsibility for breakage, damage, malfunction, and the ordinary wear and tear. A unit owner shall not paint or otherwise decorate or adorn or change the appearance of any such balcony, patio, or driveway in any manner contrary to the rules and regulations as may be established by the Point Elkhart Condominium Association, Ltd.

5. Interest in Common Areas and Voting Rights.

(a) Each unit shall be treated as an individual property capable of independent use in fee simple ownership. Each unit owner shall have an undivided interest in the common areas and facilities of Point Elkhart Condominiums as declared in the Declaration of Condominium of Point Elkhart, Phase I, recorded in the Register of Deeds office of Sheboygan County on April 24, 1974, in Volume 724 of Records, Page 7; as declared in the Declaration of Condominium of Point Elkhart, Phase II, recorded in the Register of Deeds office of Sheboygan County on June 30, 1975, in Volume 753 of Records, Pages 597/603; as declared in the Declaration of Condominium of Point Elkhart, Phase III, recorded in the Register of Deeds office of Sheboygan County, on July 30, 1975, in Volume 802 of Records, Page 354; as declared in the Declaration.

of Condominium of Point Elkhart, Phase IV, recorded in the Register of Deeds office of Sheboygan County on May 1, 1978, in Volume 831 of Records, Page 524, and re-recorded on April 1, 1979, in Volume 856 of Records, Page 742, and re-recorded on May 31, 1979, in Volume 858 of Records, Page 939; as declared in the Declaration of Condominium of Point Elkhart, Phase V, recorded in the Register of Deeds office of Sheboygan County on September 17, 1980, in Volume 887 of Records, on Pages 441/446; as declared in the Declaration of Condominium of Point Elkhart, Phase VI, recorded in the Register of Deeds office of Sheboygan County on June 29, 1983, in Volume 938 of Records, pages 502/508, Document #1089717. Each unit owner percentage interest in the common areas and facilities shall be that percentage which each unit bears to the total number of units subject to this Declaration and the Declarations of Condominium of Point Elkhart, Phase I, II, III, IV, V and VI. Each unit owner shall own a share in common elements and in any surplus possession of Point Elkhart condominium Association, Ltd., and be liable for common expenses and shall have a vote in said association, as follows: Each unit shall have that percentage vote which each unit bears to the total number of units on the property subject to this Declaration and the Declaration of Condominium of Point Elkhart, Phase I, II, III, IV, V and VI. In the event that this condominium is added thereto, as provided in Paragraph 12 of this Declaration, the common area interest and voting rights shall be adjusted accordingly.

(b) The management of the common areas shall be controlled by the Point Elkhart Condominium Association, Ltd.

(c) The owner of an individual unit including the Declarant shall become a member of the Point Elkhart Condominium Association, Ltd., and subject to its rules and regulations either thirty (30) days after a final occupancy permit is issued for said unit by the Village of Elkhart Lake, or when a particular unit is conveyed by the declarant to a third person, whichever is sooner.

6. Statement of Purposes for which the Building and Each Unit are Intended and Restricted as to use. All units are restricted to residential use, excepting that the Declarant reserves the right to use one unit as a model until all units in the condominium are sold.

7. Service of Process. Service of process shall be made upon the Declarant at 3321 South 12th Street, Sheboygan, Wisconsin, until all units have been sold and conveyed at which time the association of unit owners may designate a successor by a vote of the majority of a quorum present at any meeting of the association.

8. Damages or Destruction. In the event eighty (80%) percent or more of the number of units of the property are destroyed or substantially damaged, action by the association of unit owners, by vote of seventy-five (75%) percent or more of the common interest taken within ninety (90) days after such damages or destruction, shall be necessary to determine to rebuild, repair, or restore the property as more fully described in the By-Laws of the association. Damage or destruction to a lesser extent shall be repaired or restored pursuant to an arrangement by the Board of Directors of the association of unit owners as provided by said By-Laws.

9. Miscellaneous Matters.

(a) All present and future owners, tenants, and occupants of such owners, employees of owners and tenants, or any persons that in any manner use or come upon the property or any part thereof shall be subject to, and shall comply with, the provisions of this Declaration, the By-Laws and rules and regulations adopted pursuant thereto, as those instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an acceptance of the provisions of such instruments, as they may be amended from time to time, by such owner, tenant, or occupant. The provisions contained in such instrument shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, conveyance, or lease thereof. The enforcement thereof may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate as well as by the provisions of the Wisconsin Unit Ownership Act.

(b) Declarant hereby reserves for the Association of Unit Owners acting by and in the discretion of its Board of Directors the right to grant to the Village of Elkhart Lake, Sheboygan County, or public or semi-public utility companies, easements, and right-of-way for the erection, construction, and maintenance of all poles, wires, pipes, and conduits for the transmission of electricity, telephone, and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, and similar service, and for performing any public or quasipublic utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the property. Such easements and right-of-way shall be confined, so far as possible, in underground pipes or other conduits, and in an area within ten (10) feet of all limited common area lines, with the rights to do whatever may be necessary to carry out the purposes for which this easement is created.

10. Termination. All of the unit owners may remove this condominium property from the provisions of the Wisconsin Unit Ownership Law by an instrument to that effect duly recorded in accordance with the provisions of Chapter 703, Wis. Stats.

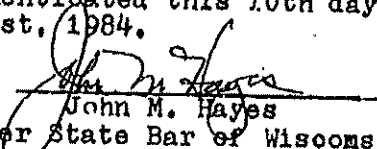
11. Amending Declaration. This Declaration may be amended by the affirmative votes of seventy-five (75%) percent of all the unit owners in the condominium. The amendment shall be evidenced by an appropriate certificate entitling the same to be recorded.

No amendment shall change any unit's proportionate share of the common elements, common expenses, or the voting rights, unless all owners of the condominium units shall approve thereof by a one hundred (100%) percent vote, nor shall any amendment change the rights of the Declarant or Developer as contained in this Declaration.

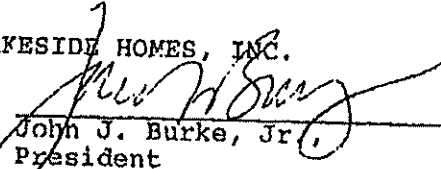
12. Future Development. Declarant owns additional land adjacent to the land which is the subject of this Declaration. The total tract is approximately twenty (20) acres. Declarant reserves the absolute and unqualified right for itself, its successors, and assigns, and on behalf of each unit owner, to amend this declaration to add a part or all of such land and any buildings constructed thereon to be a part of this condominium, until there is a total of not more than one hundred six (106) units. Each unit's undivided interest in the common areas, common expenses, and common surpluses, if any, shall be computed as in Paragraph 5 of this Declaration.

This document was drafted
by: John J. Burke


Signatures of John J. Burke, Jr.,
Kathryn M. Burke, Robert R.
Werner, and Robert J. Werner
authenticated this 10th day of
August, 1984.


John M. Hayes
Member State Bar of Wisconsin

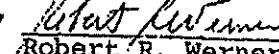
LAKEVIEW HOMES, INC.

By 
John J. Burke, Jr.,
President

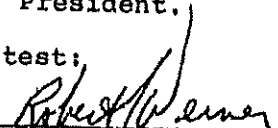
Attest:


Kathryn M. Burke
Secretary.

BOB WERNER, INC.

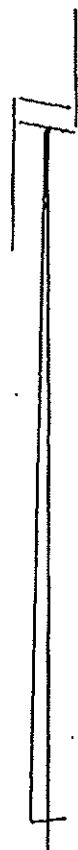
By 
Robert R. Werner,
President.

Attest:


Robert J. Werner,
Secretary.

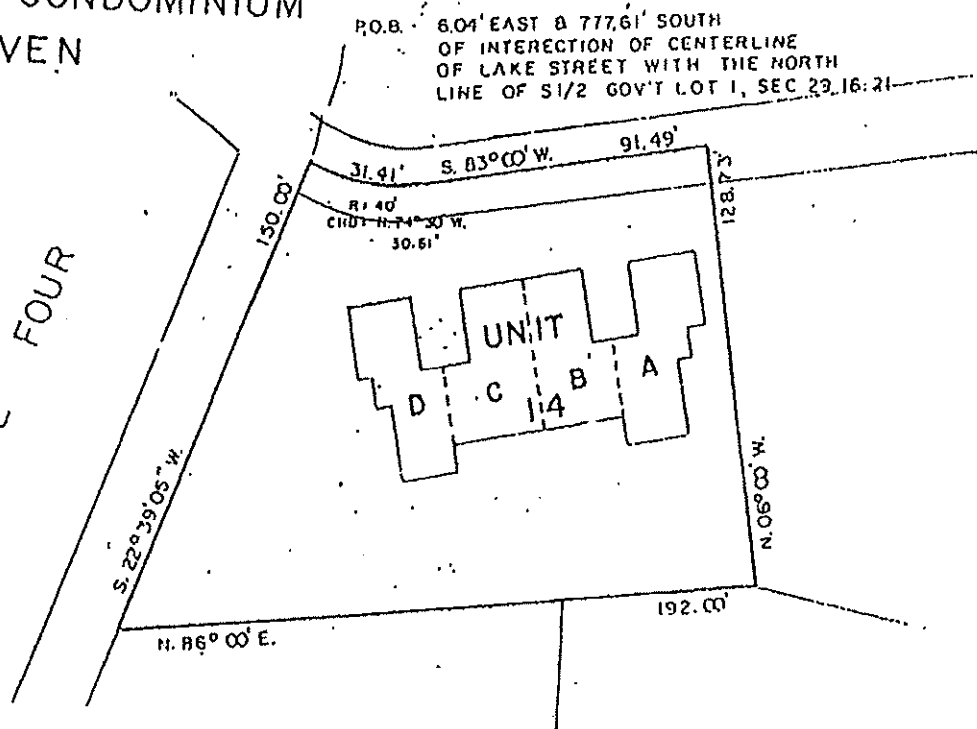
POINT ELKHART CONDOMINIUM
PHASE SEVEN

VOL 965 PAGE 817



1" = 50'

PHASE FOUR



Surveyor's Certificate

I hereby certify that this plat is a true representation of the Condominium described and correctly shows the location of each building and common elements to the best of my belief and ability.

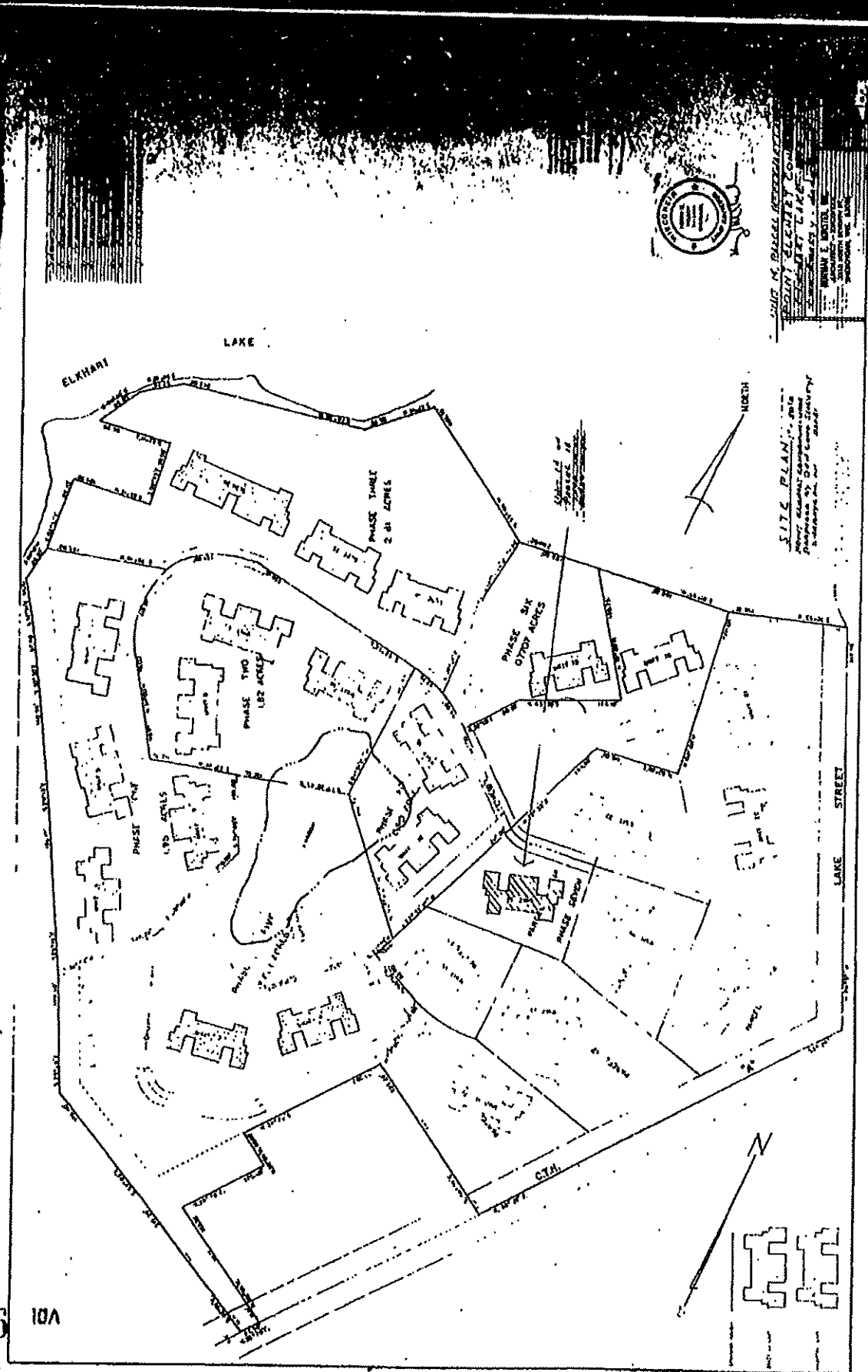
Said Condominium being a part of Government Lots 1 and 2, Section 29, T.16N., R.21E., Village of Elkhart Lake, Sheboygan County, Wisconsin, containing 0.4604 acres of land, and described as:

Beginning at a point 6.04 feet East and 777.61 feet South of the intersection of the Centerline of Lake Street with the North line of the S $\frac{1}{2}$ of said Government Lot 1; thence S. 22°-39'-05" W., 150.00 feet; thence N. 86°-00' E., 192.00 feet; thence N. 06°-00' W., 128.73 feet; thence S. 83°-00' W., 91.49 feet; thence 31.41 feet along the arc of a 40.00 foot radius curve to the right, said curve having a chord which bears N. 74°-30' W., 30.61 feet to the point of beginning.

Ken M. M.
July 19, 1984

EXHIBIT A

965 818 10A



JOHN H. BIRCH, ARCHITECT
 1001 E. CLINTON ST.
 CHICAGO, ILL.
 1965

SITE PLAN: This plan shows the layout of the development and the location of the various phases. It is intended to be used in conjunction with the other plans in this set.

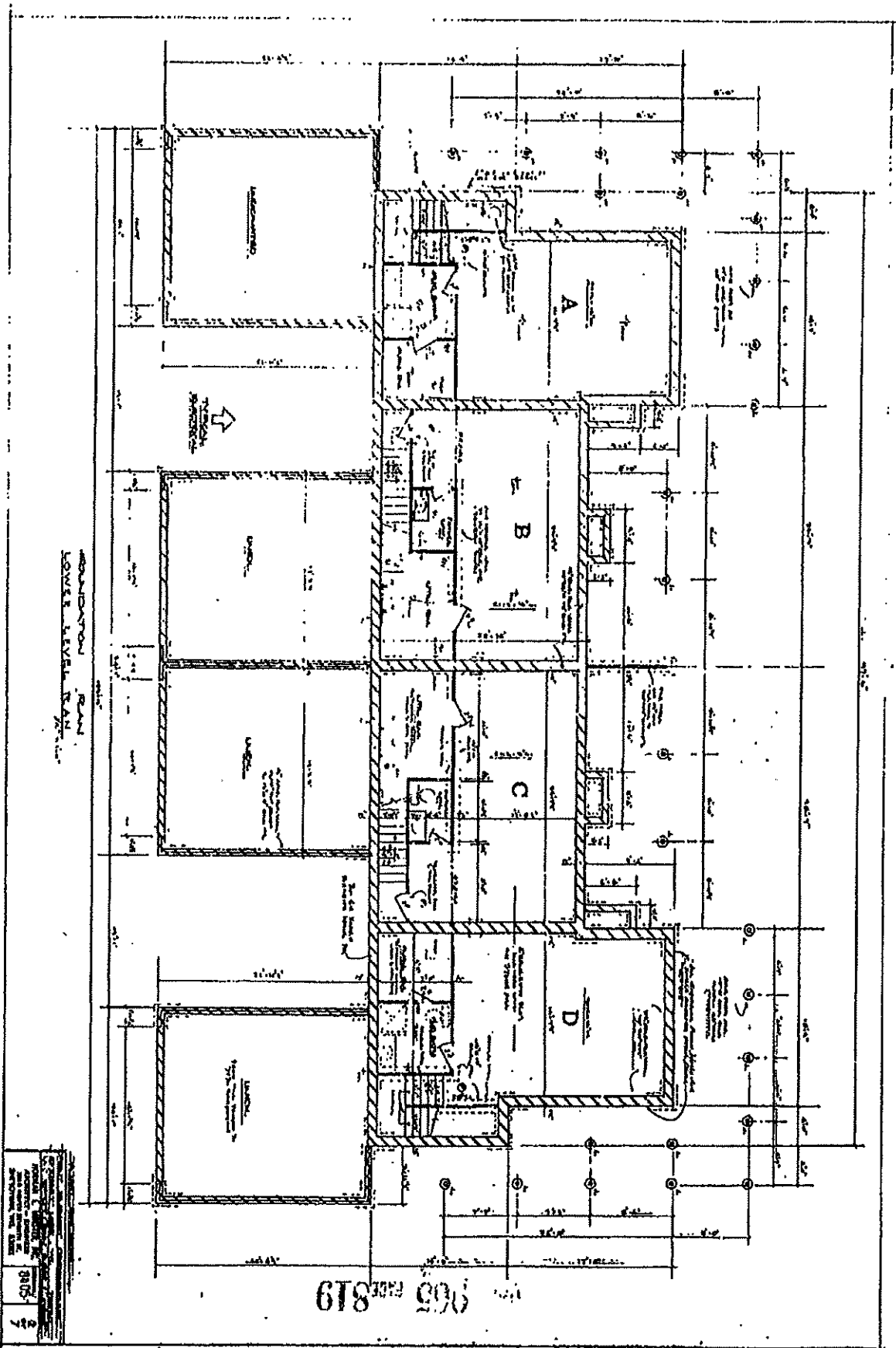
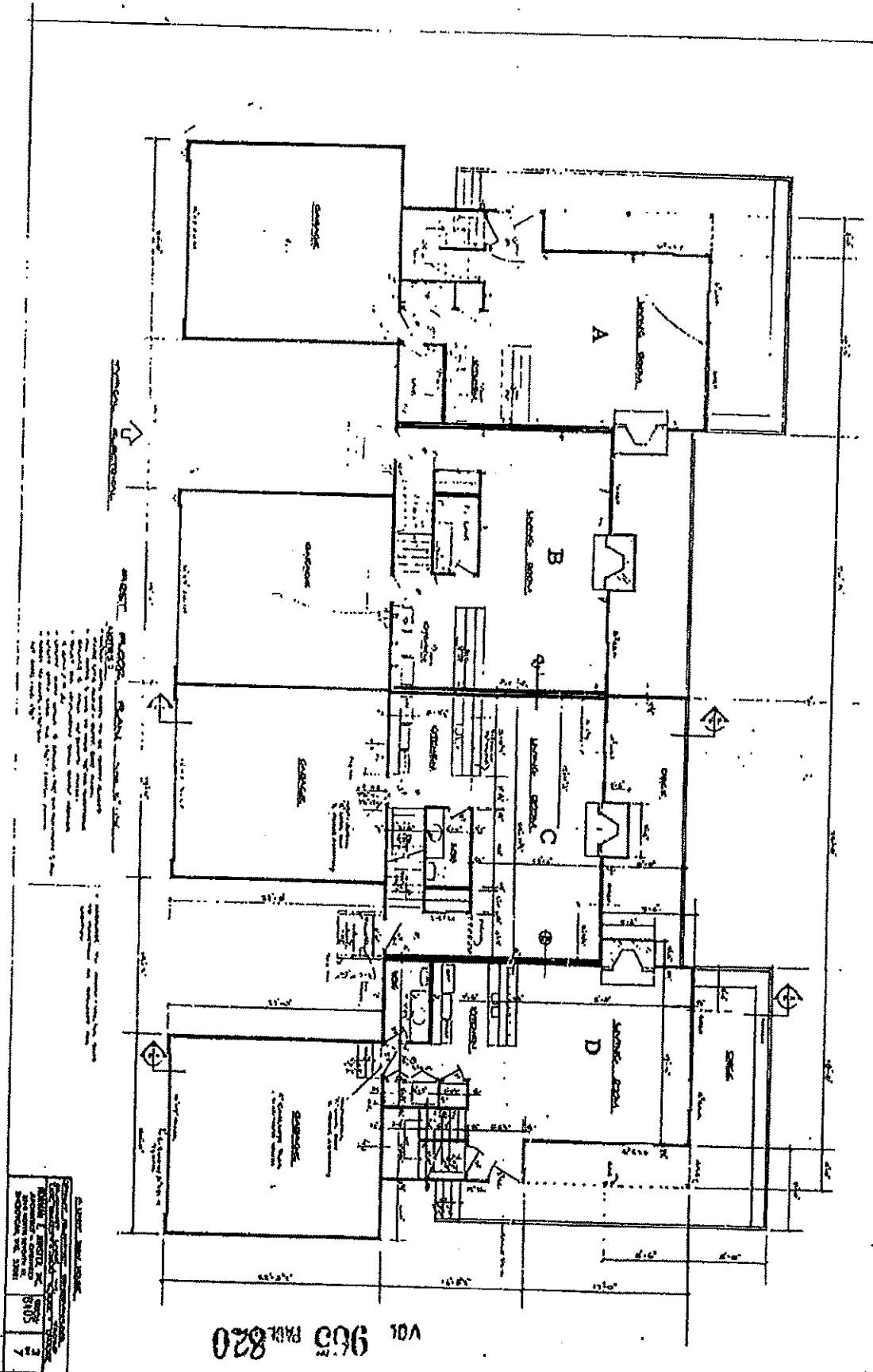


EXHIBIT B

905 819

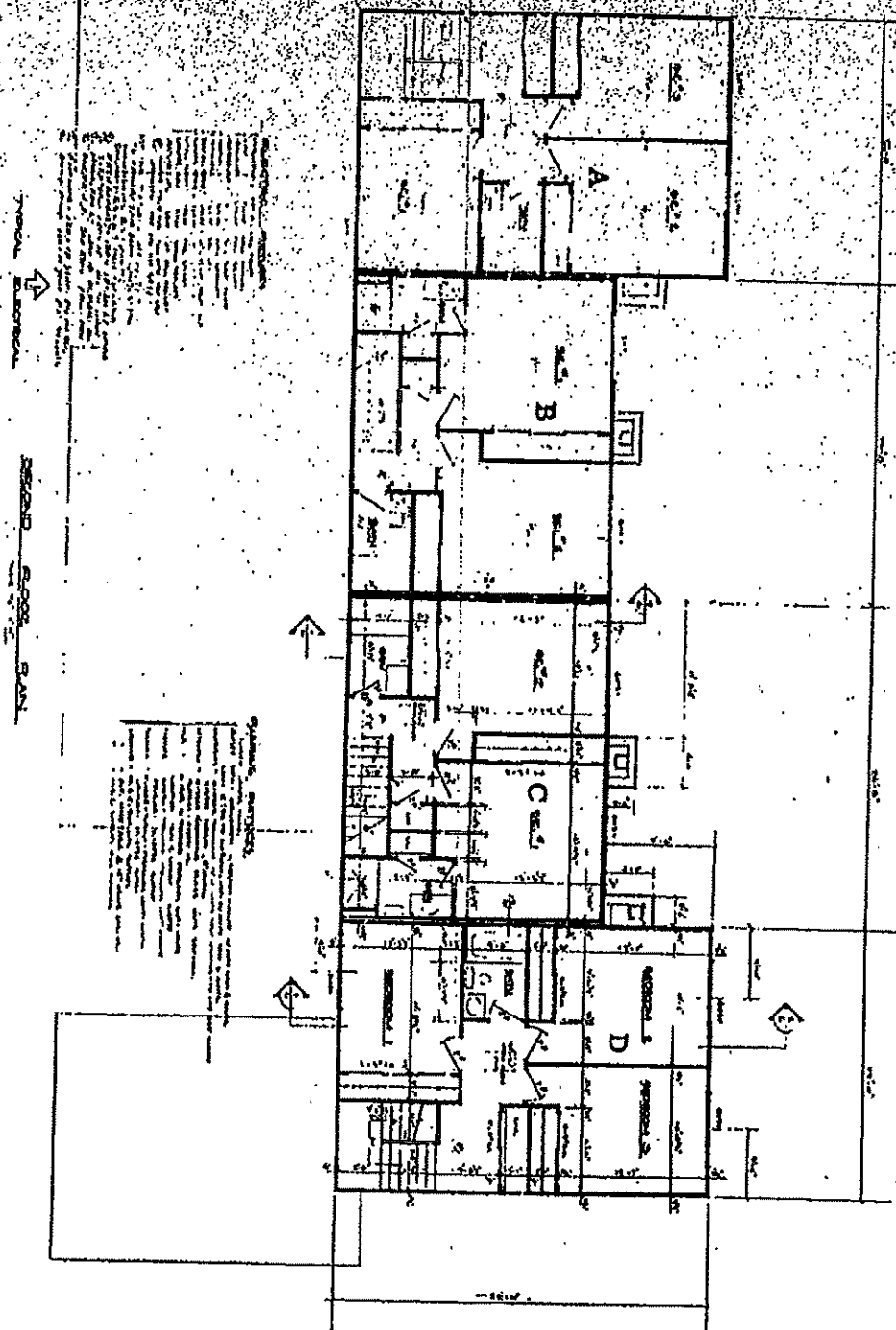
DATE	10/1/77
BY	8405-7
REVISION	1
APPROVED	
DESIGNED	
CHECKED	
IN CHARGE	

EXHIBIT B



MORGAN L. BENTON, INC. 1400 CORTNEY - BIRMINGHAM 2010 SOUTH BRIDGE ST. MONTGOMERY, AL. 36104	BA05	4 7
---	------	--------

T68^{30M} 996 70A



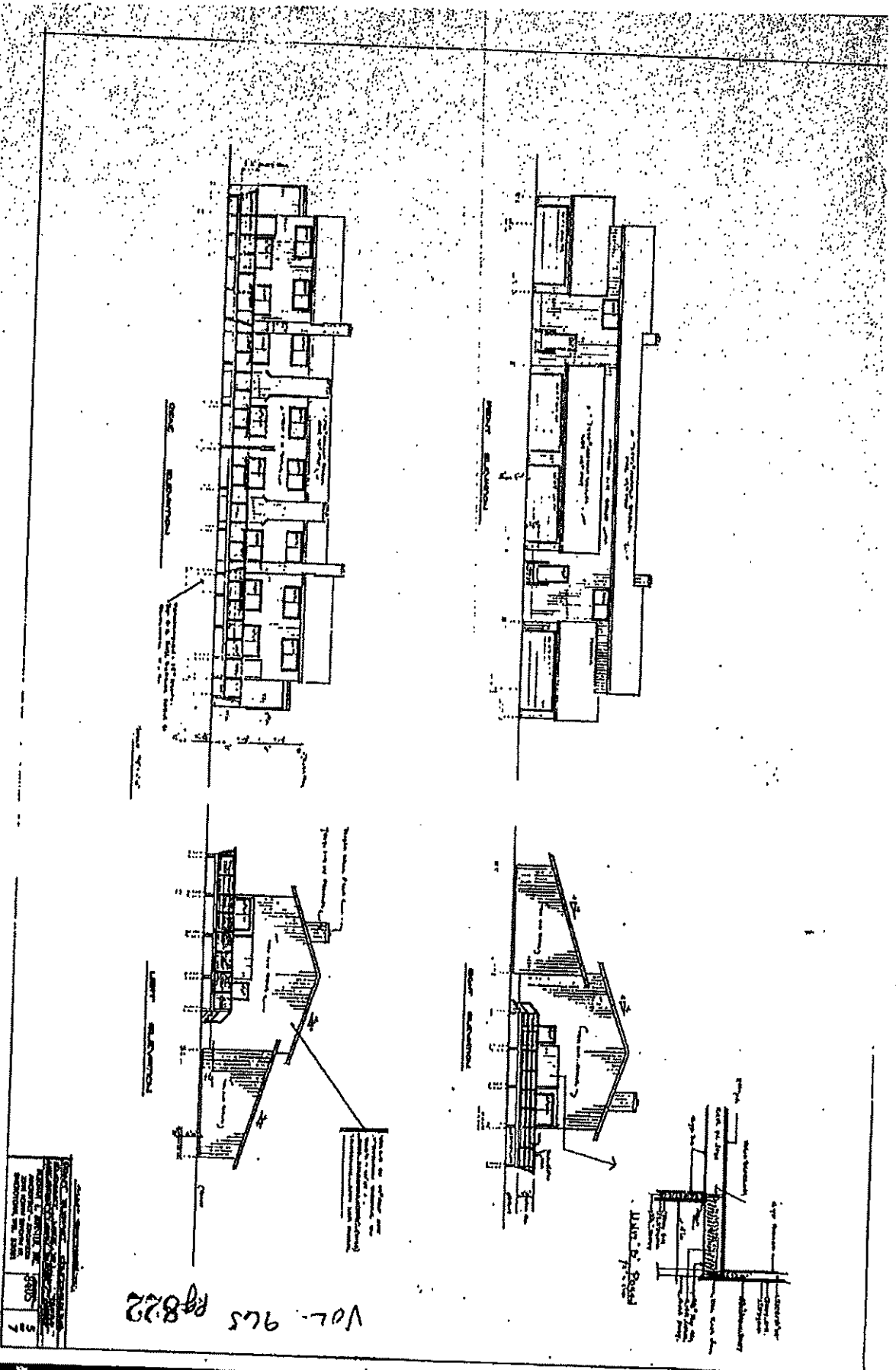


EXHIBIT B

VOL- 965 8822

1426458

For Exhibit
See Vol 13 Condos
Page 108

Vol 1390 PAGE 779

AMENDMENT NUMBER 8 TO THE
DECLARATION OF CONDOMINIUM OF
POINT ELKHART

(PHASE IX)

RECORDED
SHEBOYGAN COUNTY, WI

Deputy of Notary Registrar
In Vol. 1390
Records on page 779 of 89

95
MAY 22 AM 10:06

THIS AMENDMENT is made and entered into this 8th day of May, 1995, by Lakeside Homes, Inc., formerly known as Burke Development corporation, a Wisconsin corporation, hereinafter referred to as the "Declarant".

WHEREAS, the Declaration of Condominium (the "Declaration") for Point Elkhart (the "Condominium") was recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, on April 24, 1974 in Vol. 724 of Records on pages 6-14, as Document No. 971313; and

001EH1018 0001 JRF

\$24.00

WHEREAS, the Declaration has been amended previously as follows: (a) Declaration for Phase II, recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, on June 30, 1975 in Vol. 753 of Records, pages 597-603; (b) Declaration for Phase III, recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, on July 30, 1975 in Vol. 802 of Records, on page 354; (c) Declaration for Phase IV, recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin on May 1, 1978 in Vol. 831 of Records, on page 524, and re-recorded on April 1, 1979 in Vol. 856 of Records, on page 742, and re-recorded on May 31, 1979 in Vol. 858 of Records, on page 939; (d) Declaration for Phase V recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, on September 17, 1980, in Vol. 887 of Records, on pages 441-46; (e) Declaration for Phase VI recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin on June 29, 1983, in Vol. 938 of Records on pages 502-08, as Document No. 1089717; (f) Declaration for Phase VII recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, on August 10, 1984, in Vol. 965 of Records, on pages 810-22, as Document No. 1105515; and (g) Amendment Number 7 to the Declaration of Condominium of Point Elkhart (Phase VIII) recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, on July 6, 1989, in Volume 1114 of Records, on pages 548 to 558, as Document No. 1187756; and

001EH1018 0001 LRIB

\$2.00

001EH1018 0001 LRB

\$4.00

WHEREAS, in Section 12 of the Declaration, the Declarant reserved the right to amend the Declaration to add additional land, buildings and units to the Condominium; and

WHEREAS, Declarant is the original corporate declarant under the Declaration, and Declarant is the successor to the interest of Bob Werner, Inc., a Wisconsin corporation, under the Declaration by virtue of a deed dated October 18, 1994 and recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, on

November 14, 1994 in Volume 1369 of Records on pages 95-96, as Document No. 1415771; and

WHEREAS, the Declarant desires and intends by this instrument to amend the Declaration to add to the Condominium additional land, improvements and units;

NOW, THEREFORE, pursuant to Section 12 of the Declaration, Declarant hereby declares and states as follows:

1. Amendment to Declaration. The Declaration is hereby amended to add to the Condominium the real property described as follows:

Said Condominium being a part of Government Lots 1 and 2 of Section 29, Township 16 North, Range 21 East, Village of Elkhart Lake, Sheboygan County, Wisconsin, containing 0.549 acres of land, and described as:

Commencing 147.92 feet East and 254.67 feet South of the intersection of the Centerline of Lake Street with the North line of the S½ of said Government Lot 1, said point being at the Centerline of Lake Street; thence S.70°55'W. 127.24 feet to the point of beginning; thence continuing S.70° 55' W 29.56 feet; thence S.81°55'W. 180.00 feet; thence S.35°00'E. 160.75 feet; thence N.66°57'E. 170.00; thence N.23°00'W. 108.74 feet to the point of beginning.

2. Amended Site Plan. An amended site plan showing the Condominium property, Condominium improvements and remaining expandable area is attached hereto as part of Exhibit B. A copy of the amendment to the Condominium plat reflecting the property added to the Condominium is attached hereto as Exhibit A.

3. Description of Building. One building is or will be constructed upon the land in the location as shown on Exhibit A. The building is constructed as a four unit "Townhouse" type of building and has a basement and two floors of living space. The principal materials of which the building is constructed are concrete block foundation and wood frames, wood exterior and asphalt shingle roof. Each unit in the building has a separate heating system.

4. Description of Additional Units.

(a) For each of the units added to the Condominium by this Amendment, the unit number of each unit (18A, 18B, 18C, and 18D), its location, approximate area, number of rooms, and immediate common area to which it has access are shown on the attached Exhibits A through E, inclusive.

(b) A complete set of plans and specifications are on file at the office of the Declarant, N81 W12920 Leon Road, Menomonee Falls, Wisconsin 53051.

(c) The description of the units, common elements and areas, limited common areas and voting rights of unit owners are as set forth in the Declaration and the exhibits attached hereto. All of the terms and provisions of the Declaration, as amended to date, are hereby made applicable to the real estate, building, units and other improvements which are added to the Condominium by this Amendment.

5. Percentage of Ownership. In accordance with subparagraph (a) of Section 5 of the Declaration, and subject to future expansion of the Condominium, each unit owner presently has an undivided percentage ownership interest in the common elements of the Condominium equal to the percentage which each unit bears to the total number of units on the property subject to the Declaration, as amended to date.

6. Expandable Area. Declarant owns additional land adjacent to the land which is subject to the Declaration. The total tract of additional land is approximately 5.5 acres. The Declarant reserves the absolute and unqualified right for itself, its successors, and assigns, and on behalf of each unit owner, to amend the Declaration to add a part or all of such land, and any buildings constructed or to be constructed thereon, to be a part of the Condominium, provided that the total number of units in the Condominium will not exceed 106 units. Each unit's undivided interest in the common areas, common expenses and common surpluses, if any, shall be computed as provided in paragraph 5 of the Declaration. The legal description of the remaining expandable area is attached hereto as Exhibit F. The expandable area is generally reflected on Exhibit B as Parcels A, B, C, D and E.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first above written.

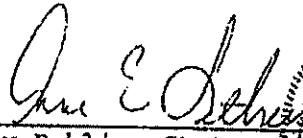
Lakeside Homes, Inc.

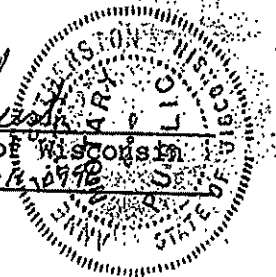
BY: John J. Burke, Jr.
John J. Burke, Jr., President

ATTEST: Kathryn M. Burke
Kathryn M. Burke, Secretary

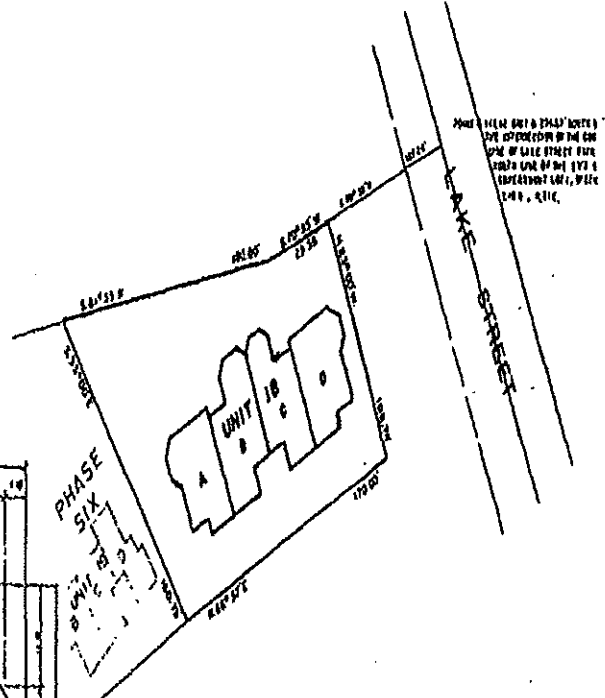
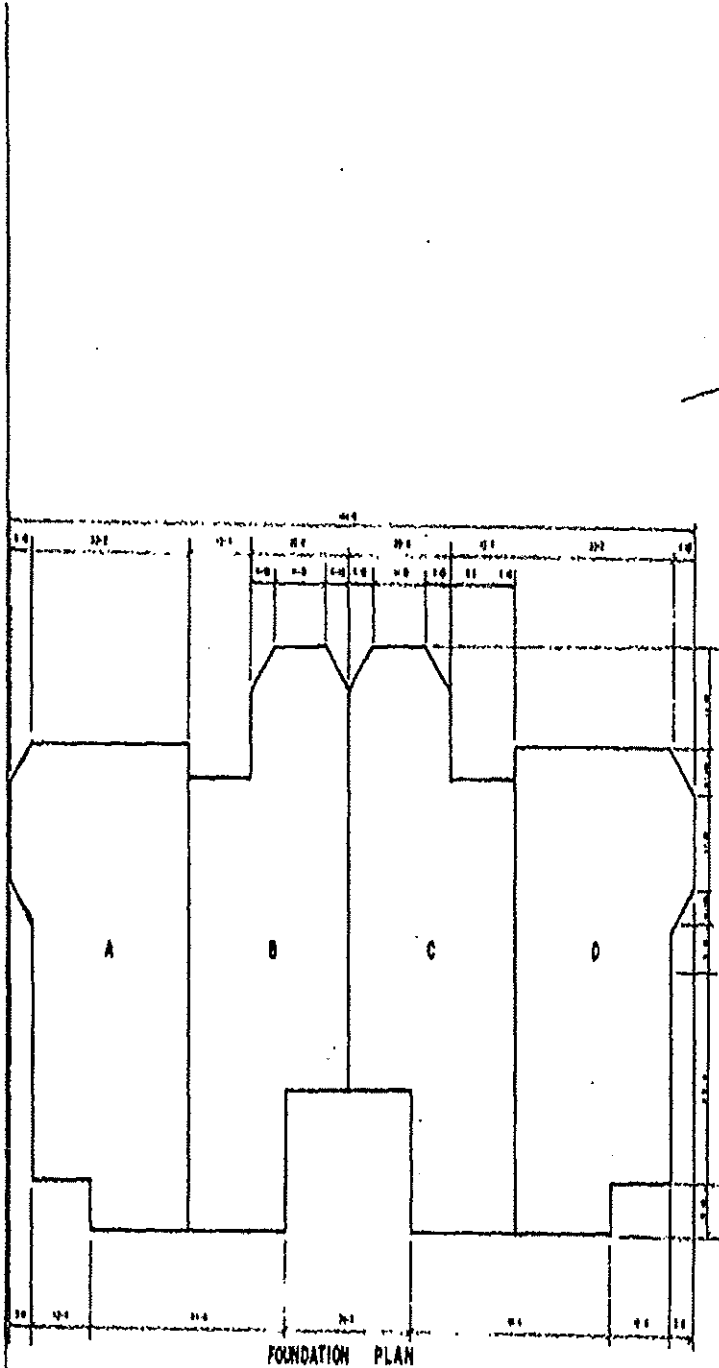
STATE OF WISCONSIN)
 : ss
COUNTY OF MILWAUKEE)

Personally came before me this 16th day of May, 1995, John J. Burke, Jr., President, and Kathryn M. Burke, Secretary, of Lakeside Homes, Inc., to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers as the deed of said corporation, by its authority.


Notary Public, State of Wisconsin
My Commission: 8-13-1992



This instrument was drafted by and
upon completion of recording
should be returned to:
Thomas P. Shannon
Fox, Carpenter, O'Neill & Shannon, S.C.
622 N. Water Street
Milwaukee, WI 53202
(414) 273-3939



POINT ELKHART CONDOMINIUM
PHASE NINE

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAN IS A TRUE REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND CORRECTLY SHOWS THE LOCATION OF EACH BUILDING AND COMMON ELEMENTS TO THE BEST OF MY BELIEF AND ABILITY.

SAID CONDOMINIUM BEING A PART OF GOVERNMENT LOTS 1 AND 2 OF SECTION 29, T.4N., R.21E., VILLAGE OF ELKHART LAKE, SHAWANO COUNTY, WISCONSIN, CONTAINING 0.340 ACRES OF LAND, AND DESCRIBED AS:

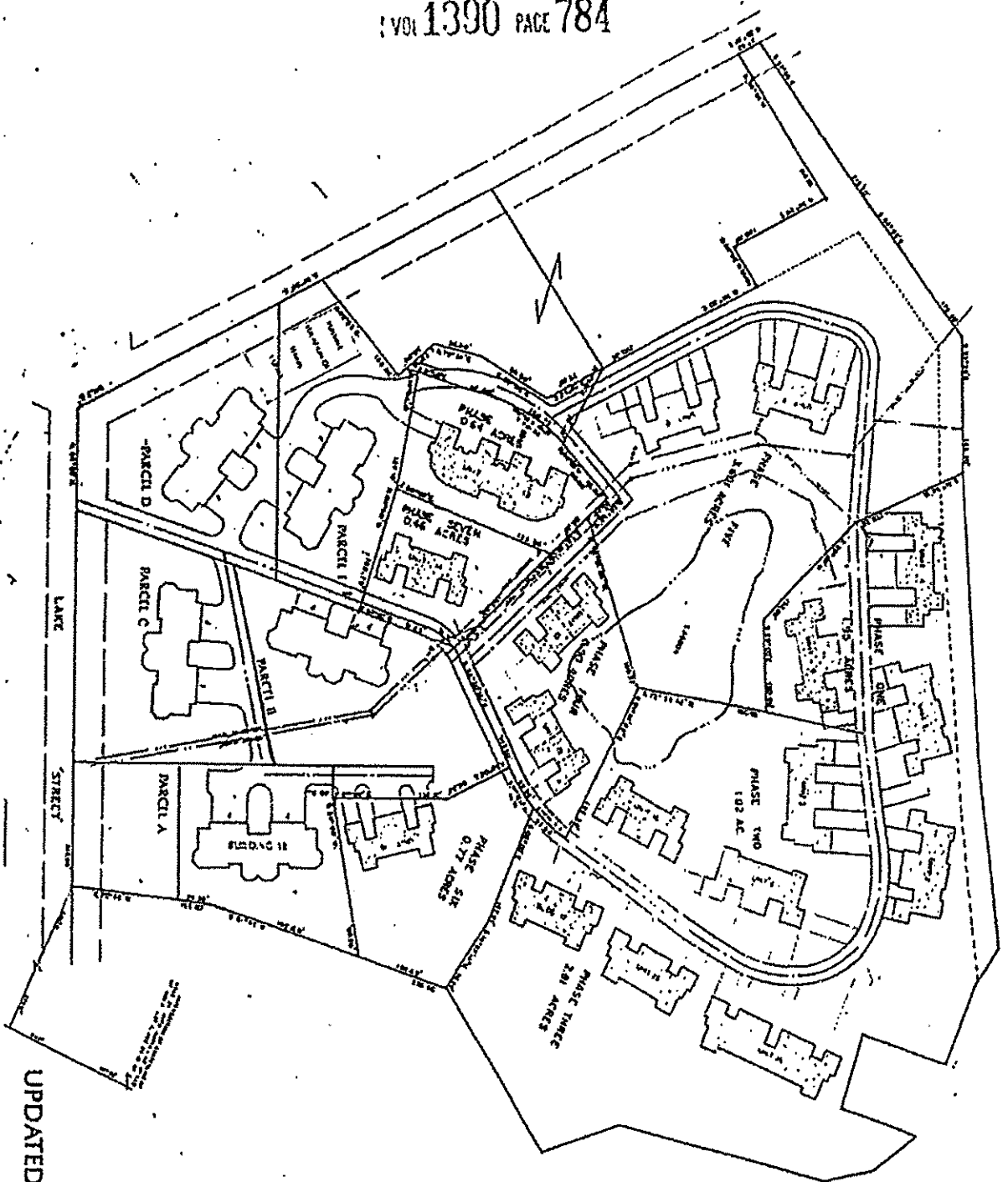
COMMENCING 143.92 FEET EAST AND 254.87 FEET SOUTH OF THE INTERSECTION OF THE CENTERLINE OF LAKE STREET WITH THE NORTH LINE OF THE SIZE OF SAID GOVERNMENT LOTS, SAID POINT BEING AT THE CENTERLINE OF LAKE STREET; THENCE S. 70° 11' W. 172.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S. 70° 11' W. 25.55 FEET, THENCE S. 81° 53' W. 110.00 FEET, THENCE S. 33° 00' E. 110.75 FEET; THENCE N. 61° 51' E. 170.00 FEET; THENCE N. 23° 10' W. 107.14 FEET TO THE POINT OF BEGINNING.

DATED THIS 20th DAY OF September 1996

Henry J. Kish
HENRY J. KISH
WISCONSIN REGISTERED LAND SURVEYOR 1-4033

D & H LAND SURVEYS
831 PENNSYLVANIA AVE.
BIRKENSHAW, WI 53001

EXHIBIT A



UPDATED SITE DEVELOPMENT PLAN .JSD1



4 120 *

PARECII A - 02.415 3°	1 25 45 02.5
PARECII B - 10.005 3°	1 10 45 02.5
PARECII C - 05.470 3°	1 15 45 02.5
PARECII D - 02.102 3°	1 00 45 02.5
PARECII E - 00.503 3°	0 50 45 02.5

PART II

[illegible]

SUBJECT
POLICE

WILLIAM H. HARRIS

PAYMENT
OF COSTS
OF DEFENSE

3 20 MARCH
3 20 WASHINGTON

ST. LOUIS POST-
DISPATCH

SLICE DATA - 1000
NUMBERS & INSETS.

CITY OF ST. LOUIS

POINT ELKHART CONDOMINIUMS

Exhibit B

ELKHART LAKE, WISCONSIN

Architects
Engineers
Planners

SECRET
CITIZENS

10

11



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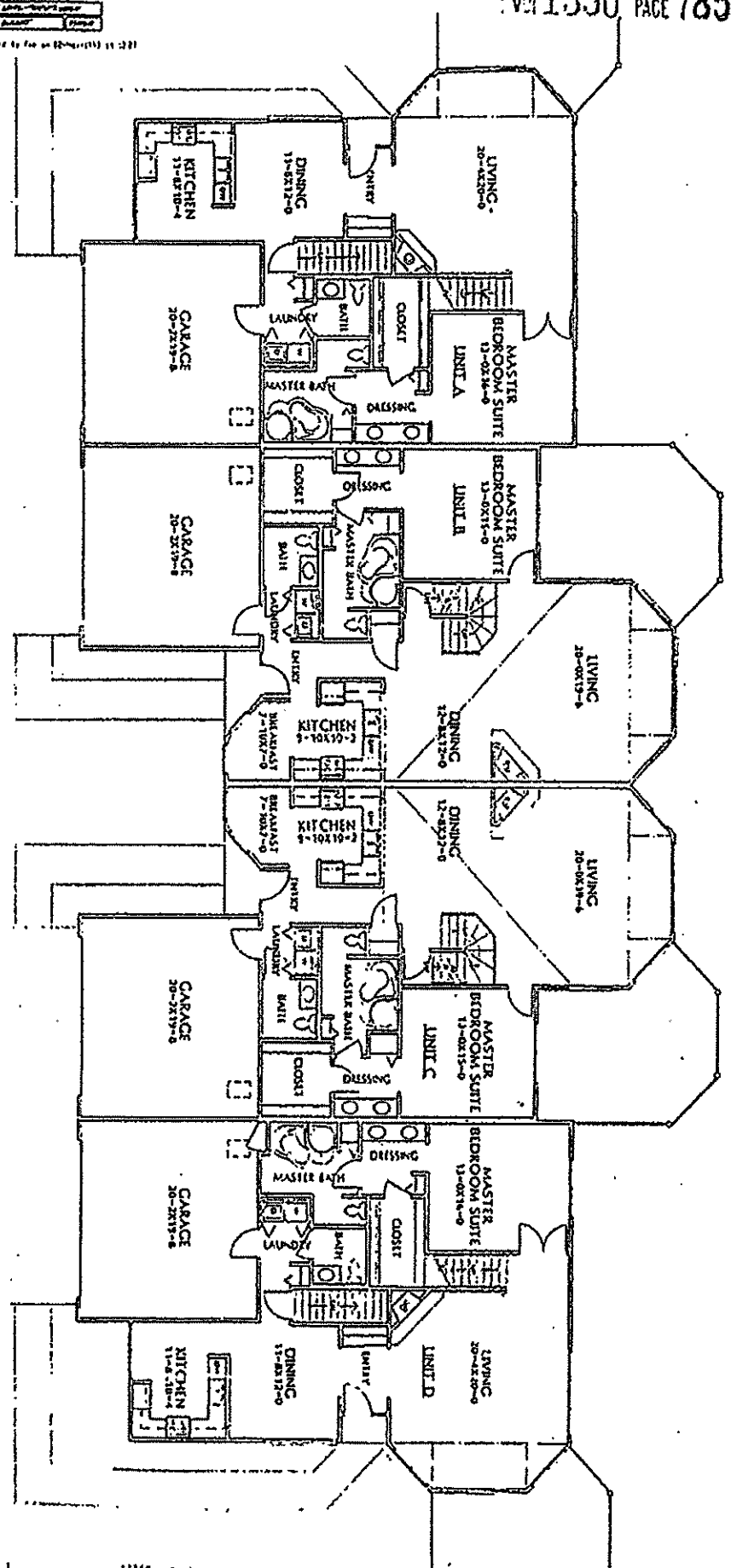
WIS

ONE

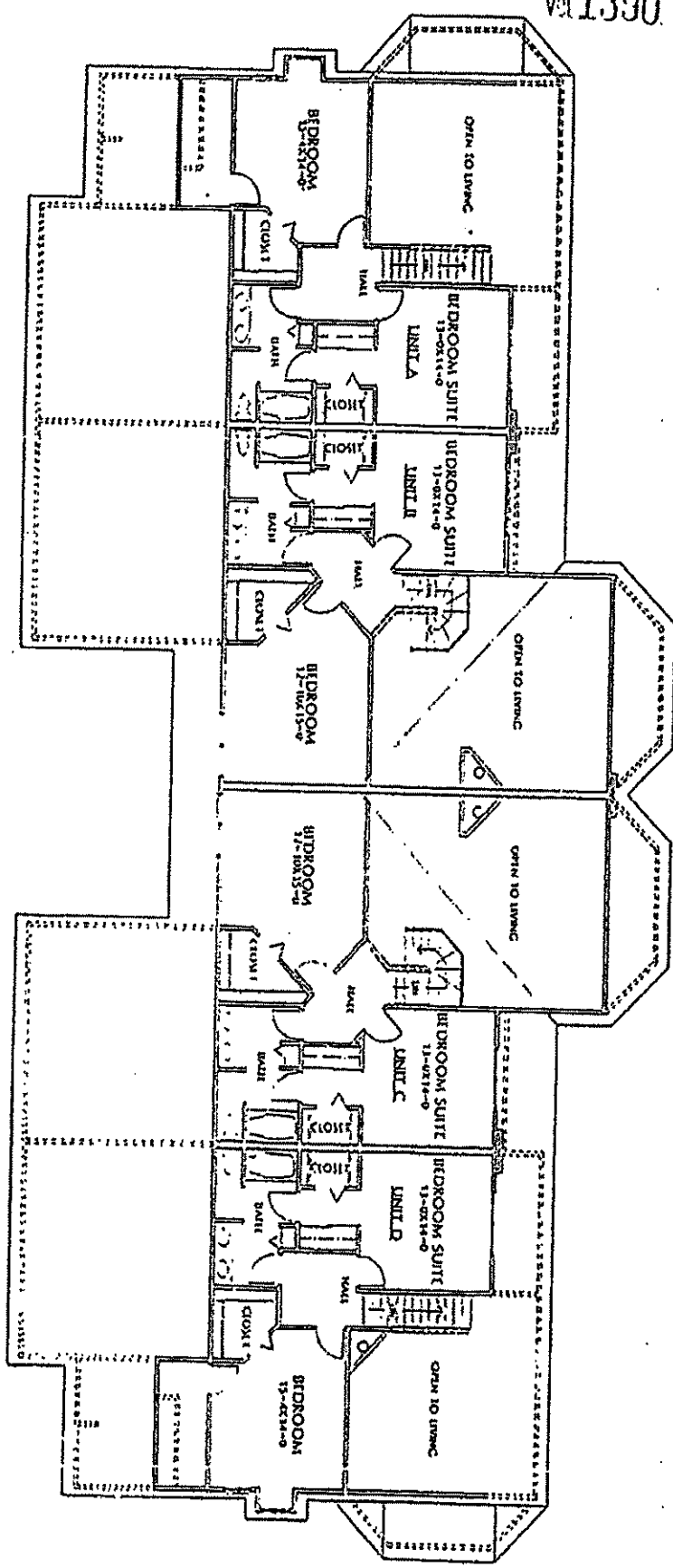
2

Legend
 Solid lines - exterior walls
 Dashed lines - interior walls
 Stairs - up
 Stairs - down

1/4" GRADE LEVEL PLAN

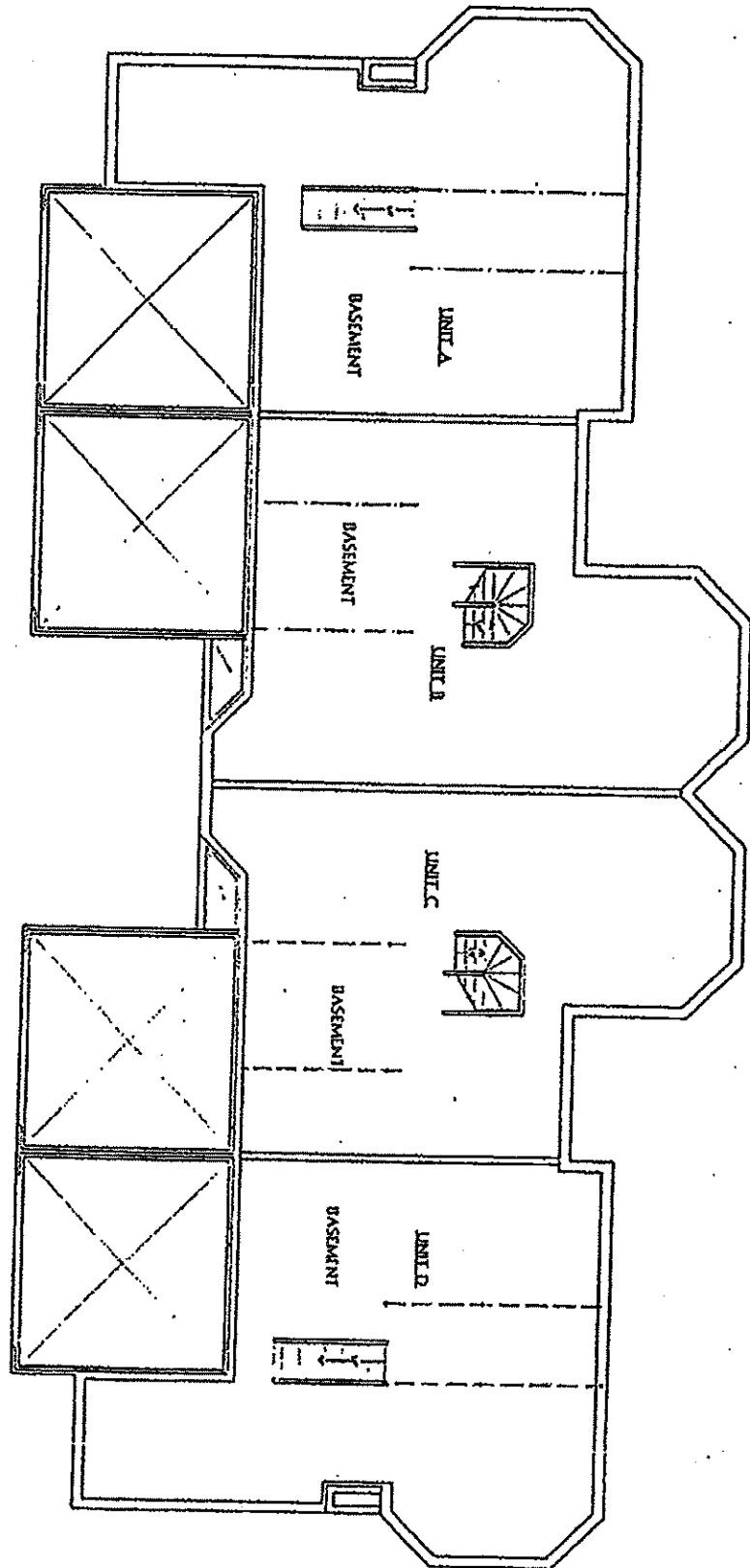


1/4" UPPER LEVEL PLAN



Architectural Drawing
 Date: 07/01/2013
 Project: Point Elkhart Condominiums

POINT ELKHART
 CONDOMINIUMS
 BLAKE PROPERTIES
 ELKHART LAKE, WISCONSIN



1/4" LOWER LEVEL PLAN



EXHIBIT F
POINT ELKHART CONDOMINIUM
DESCRIPTION OF REMAINING EXPANDABLE AREA

Part of Government Lots 1 and 2, Section 29, Town 16 North, Range 21 East, Sheboygan County, Wisconsin, commencing at the intersection of the centerline of Lake Street, with the North line of the South One-Half of said Government Lot 1, thence South 35° 11' East along the centerline of said Street, 150.7 feet, thence South 24° 55' East along the centerline of said Street, 145 feet to the point of beginning of parcel to be described, thence South 70° 55' West, 156.8 feet, thence South 81° 55' West 288.6 feet, thence North 55° 06' West 206.7 feet to the shore of Elkhart Lake, thence following along said shoreline, South 47° 14' West 96.75 feet, thence South 78° 56' West 245 feet, thence South 54° 40' West 57.75 feet, and South 29° 26' West 65.8 feet, thence North 83° 17' East 96.2 feet, thence South 6° 43' East 85 feet, thence South 83° 17' West 104 feet to the shore of Elkhart Lake, thence following along the shoreline South 3° 32' East 94.1 feet, and South 9° 19' West 46.2 feet, thence South 32° 51' East 66.3 feet, thence South 30° 30' East 87.6 feet, thence South 29° 13' East 160.55 feet, thence South 28° 16' East 198.15 feet, and South 25° 28' East 145.9 feet, thence South 63° 03' East 178.4 feet, thence South 62° 09' East 215.2 feet to the center of CTH "A", thence North 38° 20' East along the center of said highway 881.25 feet to the intersection with the centerline of Lake Street, thence North 24° 55' West along the centerline of Lake Street, 517.9 feet to the point of beginning, excepting 1.57 acres in the Southeast corner thereof, described in Volume 324 of Records, pages 77/8, and in Volume 415 of Records, pages 332/35

And also excepting therefrom that part known as Point Elkhart Condominium as described in Volume 724 of Records, pages 6/14; and also excepting that part known as Point Elkhart Condominium Phase II, as described in Volume 753 of Records, pages 597/603; and also excepting 2.81 acres conveyed in Volume 799 of Records, pages 521/22, (now known as Point Elkhart Condominium Phase III); and also excepting that part known as Point Elkhart Condominium Phase IV, as described in Volume 831 of Records, pages 524/29; and also excepting that part known as Point Elkhart Condominium Phase V, as described in Volume 887 of Records, pages 441/46; and also excepting that part known as Point Elkhart Condominium Phase VI, described in Volume 938 of Records, pages 502/8; and also excepting that part known as Point Elkhart Condominium Phase VII, described in Volume 965 of Records, pages 810/22; and also excepting that part known as Point Elkhart Condominium Phase VIII, described in Volume 1114 of Records, pages 548/58; and also except that part commencing at the Southeast corner of lands described in Volume 486 of Records, pages 513/16, thence North 58° 59' West 233.26 feet, thence North 38° 20' East 73 feet, thence South 83° 58' East 90 feet, thence North 76° 34' East 55 feet, thence North 26° 18' East 55 feet, thence South 65° 53' East 136.92 feet to the centerline of

CTH "A", thence South $38^{\circ} 20'$ West 222 feet to the point of beginning, Sheboygan County, Wisconsin; and also except commencing 147.92 feet East and 254.67 feet South of the intersection of the Centerline of Lake Street with the North line of the S $1/2$ of said Government Lot 1, said point being at the Centerline of Lake Street; thence S. $70^{\circ} 55' W$. 127.24 feet to the point of beginning; thence S. $70^{\circ} 55' W$. 29.56 feet; thence S. $81^{\circ} 55' W$. 180.00 feet; thence S. $35^{\circ} 00' E$. 160.75 feet; thence N. $66^{\circ} 57' E$. 170.00 feet; thence N. $23^{\circ} 00' W$. 108.74 feet to the point of beginning.

1458563

Vol. 1462 - 504

For Exhibit See Vol 13
 of Condos, Page 140
 Doc. # 1458562
 AMENDMENT NUMBER 9 TO THE
 DECLARATION OF CONDOMINIUM OF
 POINT ELKHART

RECORDED
 SHEBOYGAN COUNTY, WI
Deputy of Harris Registrar
 In Vol. 1462 of
 Records on page 504/14

96 AUG 23 P1:32

(PHASE X)

THIS AMENDMENT is made and entered into this 20th day of August, 1996, by Lakeside Homes, Inc., formerly known as Burke Development corporation, a Wisconsin corporation, hereinafter referred to as the "Declarant".

WHEREAS, the Declaration of Condominium (the "Declaration") for Point Elkhart (the "Condominium") was recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, on April 24, 1974 in Vol. 724 of Records on pages 6-14, as Document No. 971313; and

001EH8886 0004 LRIS \$24.00
 001EH8886 0004 CD LRM \$2.00
 001EH8886 0004 CD LRM \$4.00

WHEREAS, the Declaration has been amended previously as follows: (a) Declaration for Phase II, recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, on June 30, 1975 in Vol. 753 of Records, pages 597-603; (b) Declaration for Phase III, recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, on July 30, 1975 in Vol. 802 of Records, on page 354; (c) Declaration for Phase IV, recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin on May 1, 1978 in Vol. 831 of Records, on page 524, and re-recorded on April 1, 1979 in Vol. 856 of Records, on page 742, and re-recorded on May 31, 1979 in Vol. 858 of Records, on page 939; (d) Declaration for Phase V recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, on September 17, 1980, in Vol. 887 of Records, on pages 441-46; (e) Declaration for Phase VI recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin on June 29, 1983, in Vol. 938 of Records on pages 502-08, as Document No. 1089717; (f) Declaration for Phase VII recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, on August 10, 1984, in Vol. 965 of Records, on pages 810-22, as Document No. 1105515; (g) Amendment Number 7 to the Declaration of Condominium of Point Elkhart (Phase VIII) recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, on July 6, 1989, in Volume 1114 of Records, on pages 548 to 558, as Document No. 1187756; and (h) Amendment Number 8 to the Declaration of Condominium of Point Elkhart (Phase IX) recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, on May 22, 1995, in Volume 1390 of Records, on pages 779 to 789, as Document No. 1426458; and

WHEREAS, in Section 12 of the Declaration, the Declarant reserved the right to amend the Declaration to add additional land, buildings and units to the Condominium; and

WHEREAS, Declarant is the original corporate declarant under the Declaration, and Declarant is the successor to the interest of

Bob Werner, Inc., a Wisconsin corporation, under the Declaration by virtue of a deed dated October 18, 1994 and recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, on November 14, 1994 in Volume 1369 of Records on pages 95-96, as Document No. 1415771; and

WHEREAS, the Declarant desires and intends by this instrument to amend the Declaration to add to the Condominium additional land, improvements and units;

NOW, THEREFORE, pursuant to Section 12 of the Declaration, Declarant hereby declares and states as follows:

1. Amendment to Declaration. The Declaration is hereby amended to add to the Condominium the real property described as follows:

Said Condominium being a part of Government Lots 1 and 2 of Section 29, Township 16 North, Range 21 East, Village of Elkhart Lake, Sheboygan County, Wisconsin, containing 70,853 square feet of land and described as:

Commencing 147.92 feet East and 254.67 feet South of the intersection of the Centerline of Lake Street with the North line of the S $\frac{1}{4}$ of said Government Lot 1, said point being at the Centerline of Lake Street; thence S24°-55'-00"E 430.57 feet along said Centerline; thence S85°-10'-20"W 209.32 feet; thence N18°-20'-24"W 106.75 feet; thence N31°-35'-56"W 160.35 feet to the Southerly line of Point Elkhart Condominium Plat-Phase Nine; thence N66°-57'-00"E 72.84 feet along said southerly line; thence N23°-00'-00"W 108.74 feet along the Easterly line of said Condominium Plat; thence N70°-55'-00"E 127.24 feet to the point of beginning.

2. Amended Site Plan. An amended site plan showing the Condominium property, Condominium improvements and remaining expandable area is attached hereto as part of Exhibit B. A copy of the amendment to the Condominium plat reflecting the property added to the Condominium is attached hereto as Exhibit A.

3. Description of Building. One building is or will be constructed upon the land in the location as shown on Exhibit A. The building is constructed as a four unit "Townhouse" type of building and has a basement and two floors of living space. The principal materials of which the building is constructed are concrete block foundation and wood frames, wood exterior and asphalt shingle roof. Each unit in the building has a separate heating system.

4. Description of Additional Units.

(a) For each of the units added to the Condominium by this Amendment, the unit number of each unit (21A, 21B, 21C, and 21D), its location, approximate area, number of rooms, and

immediate common area to which it has access are shown on the attached Exhibits A through E, inclusive.

(b) A complete set of plans and specifications are on file at the office of the Declarant, N81 W12920 Leon Road, Menomonee Falls, Wisconsin 53051.

(c) The description of the units, common elements and areas, limited common areas and voting rights of unit owners are as set forth in the Declaration and the exhibits attached hereto. All of the terms and provisions of the Declaration, as amended to date, are hereby made applicable to the real estate, building, units and other improvements which are added to the Condominium by this Amendment.

5. Percentage of Ownership. In accordance with subparagraph (a) of Section 5 of the Declaration, and subject to future expansion of the Condominium, each unit owner presently has an undivided percentage ownership interest in the common elements of the Condominium equal to the percentage which each unit bears to the total number of units on the property subject to the Declaration, as amended to date.

6. Expandable Area. Declarant owns additional land adjacent to the land which is subject to the Declaration. The total tract of additional land is approximately 3.9 acres. The Declarant reserves the absolute and unqualified right for itself, its successors, and assigns, and on behalf of each unit owner, to amend the Declaration to add a part or all of such land, and any buildings constructed or to be constructed thereon, to be a part of the Condominium, provided that the total number of units in the Condominium will not exceed 106 units. Each unit's undivided interest in the common areas, common expenses and common surpluses, if any, shall be computed as provided in paragraph 5 of the Declaration. The legal description of the remaining expandable area is attached hereto as Exhibit F. The expandable area is generally reflected on Exhibit B as Parcels B, D and E.

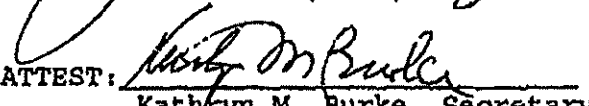
IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first above written.

Lakeside Homes, Inc.

BY:

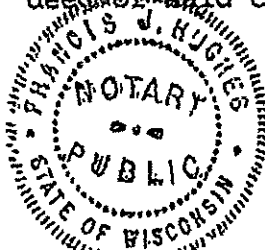

John J. Burke, Jr., President

ATTEST:


Kathryn M. Burke, Secretary

STATE OF WISCONSIN)
) ss
 COUNTY OF MILWAUKEE)

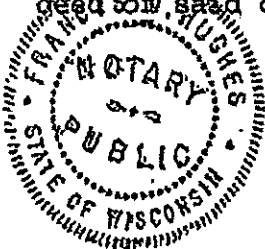
Personally came before me this 20 day of August, 1996,
 John J. Burke, Jr., President of Lakeside Homes, Inc., to me known
 to be such person and officer who executed the foregoing instrument
 and acknowledged that he executed the same as such officer as the
 deed of said corporation, by its authority.



Francis J. Hughes
 Notary Public, State of Wisconsin
 My Commission: is permanent

STATE OF WISCONSIN)
) ss
 COUNTY OF MILWAUKEE)

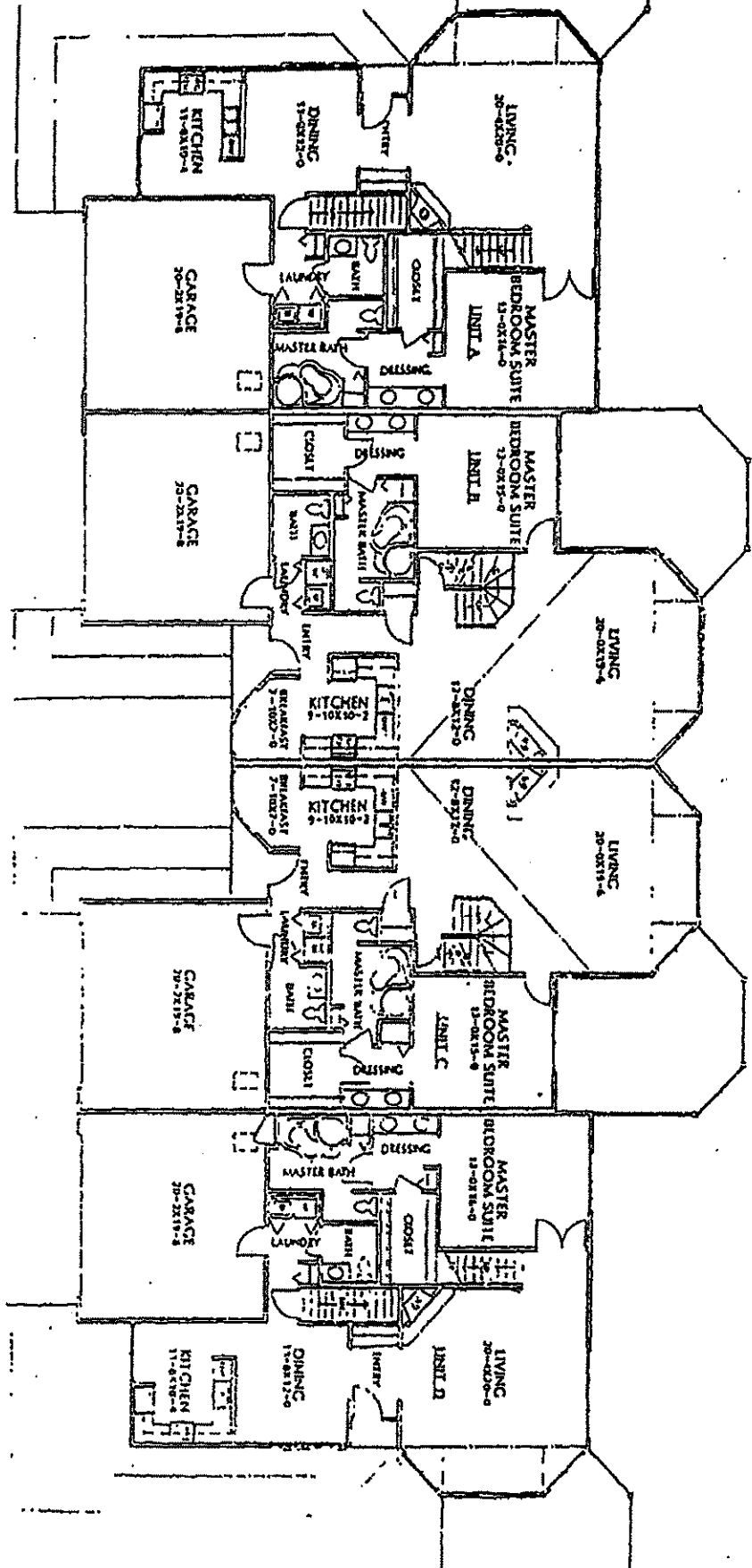
Personally came before me this 20 day of August, 1996,
 Kathryn M. Burke, Secretary of Lakeside Homes, Inc., to me known to
 be such person and officer who executed the foregoing instrument
 and acknowledged that she executed the same as such officer as the
 deed of said corporation, by its authority.



Francis J. Hughes
 Notary Public, State of Wisconsin
 My Commission: is permanent

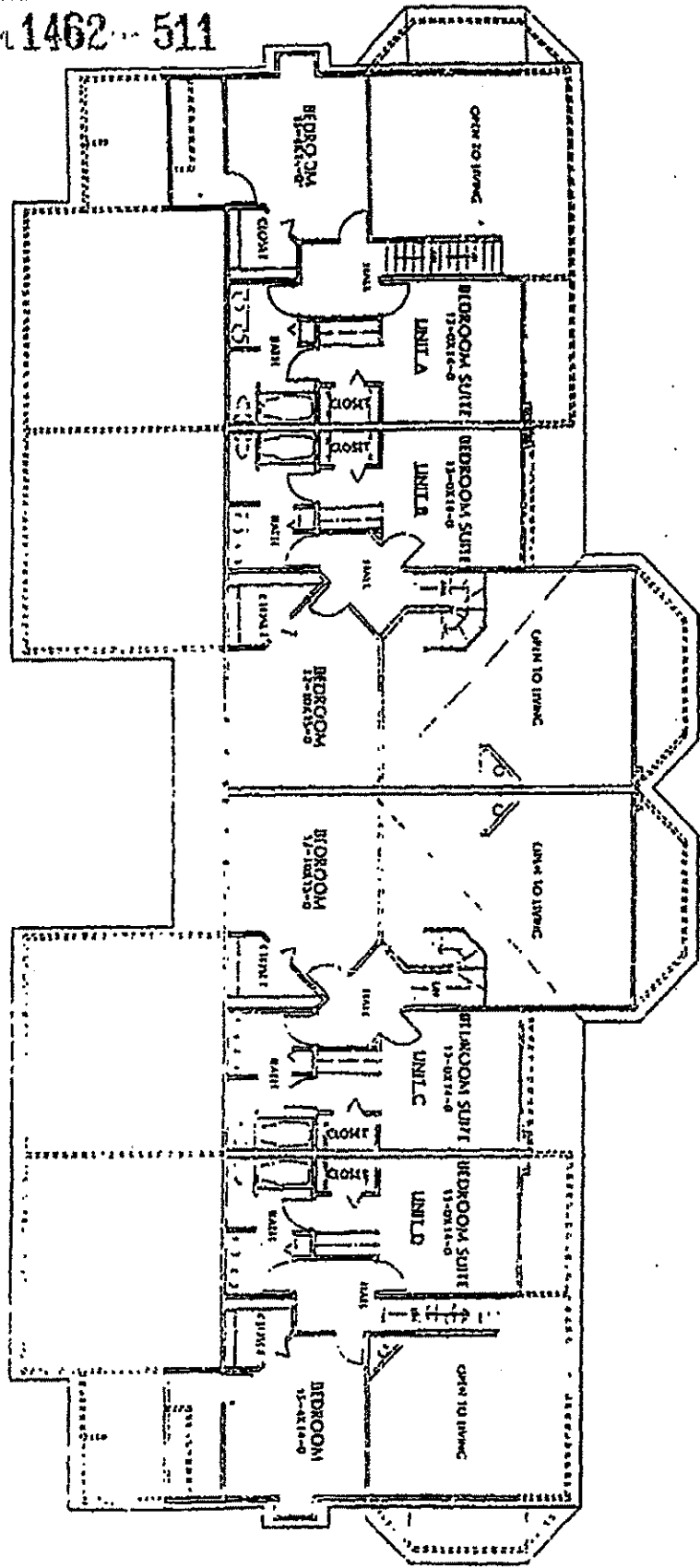
This instrument was drafted by and
 upon completion of recording
 should be returned to:
 Francis J. Hughes
 Fox, Carpenter, O'Neill & Shannon, S.C.
 622 N. Water Street
 Milwaukee, WI 53202
 (414) 273-3939

Ret. HAYES



1/4" GRADE LEVEL PLAN

Vol 1462 511



1/4" UPPER LEVEL PLAN

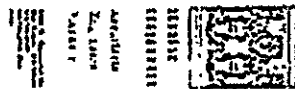
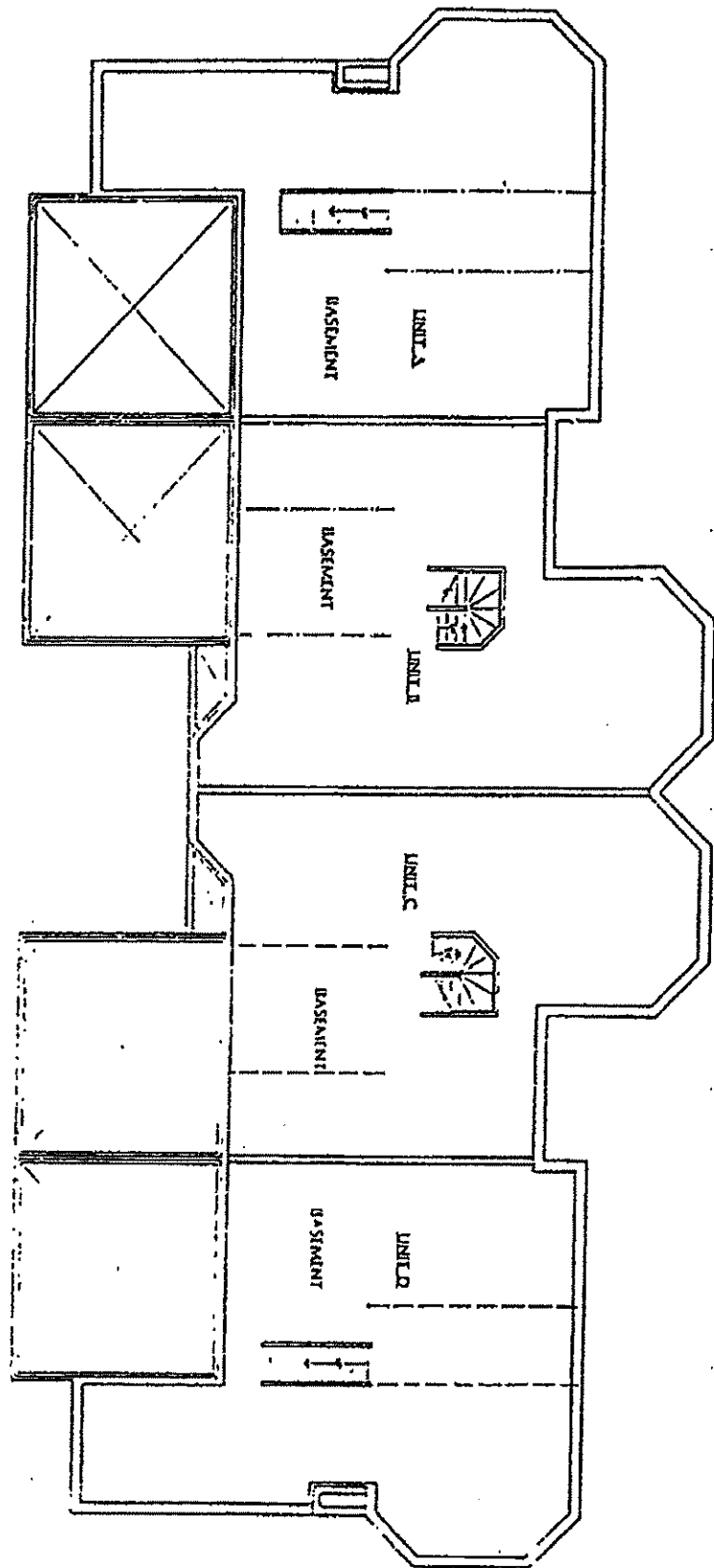


Exhibit D

POINT ELKHART
CONDOMINIUMS

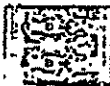
BURGE PROPERTIES

ELKHART LAKE, WISCONSIN



1/4" LOWER LEVEL PLAN

1500

[illegible]

POINT ELKHART
CONDOS/STUITS

ELURKE PROPERTIES

ELKHART LAKE, WISCONSIN

EXHIBIT F
POINT ELKHART CONDOMINIUM
DESCRIPTION OF REMAINING EXPANDABLE AREA

Part of Government Lots 1 and 2, Section 29, Town 16 North, Range 21 East, Sheboygan County, Wisconsin, commencing at the intersection of the centerline of Lake Street, with the North line of the South One-Half of said Government Lot 1, thence South 35° 11' East along the centerline of said Street, 150.7 feet, thence South 24° 55' East along the centerline of said Street, 145 feet to the point of beginning of parcel to be described, thence South 70° 55' West, 156.8 feet, thence South 81° 55' West 238.6 feet, thence North 55° 06' West 206.7 feet to the shore of Elkhart Lake, thence following along said shoreline, South 47° 14' West 96.75 feet, thence South 78° 56' West 245 feet, thence South 54° 40' West 57.75 feet, and South 29° 26' West 65.8 feet, thence North 83° 17' East 96.2 feet, thence South 6° 43' East 85 feet, thence South 83° 17' West 104 feet to the shore of Elkhart Lake, thence following along the shoreline South 3° 32' East 94.1 feet, and South 9° 19' West 46.2 feet, thence South 32° 51' East 66.3 feet, thence South 30° 30' East 87.6 feet, thence South 29° 13' East 160.55 feet, thence South 28° 16' East 198.15 feet, and South 25° 28' East 145.9 feet, thence South 63° 03' East 178.4 feet, thence South 62° 09' East 215.2 feet to the center of CTH "A", thence North 38° 20' East along the center of said highway 881.25 feet to the intersection with the centerline of Lake Street, thence North 24° 55' West along the centerline of Lake Street, 517.9 feet to the point of beginning, excepting 1.57 acres in the Southeast corner thereof, described in Volume 324 of Records, pages 77/8, and in Volume 415 of Records, pages 332/35

And also excepting therefrom that part known as Point Elkhart Condominium as described in Volume 724 of Records, pages 6/14; and also excepting that part known as Point Elkhart Condominium Phase II, as described in Volume 753 of Records, pages 597/603; and also excepting 2.81 acres conveyed in Volume 799 of Records, pages 521/22, (now known as Point Elkhart Condominium Phase III); and also excepting that part known as Point Elkhart Condominium Phase IV, as described in Volume 831 of Records, pages 524/29; and also excepting that part known as Point Elkhart Condominium Phase V, as described in Volume 887 of Records, pages 441/46; and also excepting that part known as Point Elkhart Condominium Phase VI, described in Volume 938 of Records, pages 502/8; and also excepting that part known as Point Elkhart Condominium Phase VII, described in Volume 965 of Records, pages 810/22; and also excepting that part known as Point Elkhart Condominium Phase VIII, described in Volume 1114 of Records, pages 548/58; and also except that part commencing at the Southeast corner of lands described in Volume 486 of Records, pages 513/16, thence North 58° 59' West 233.26 feet, thence North 38° 20' East 73 feet, thence South 83° 58' East 90 feet, thence North 76° 34' East 55 feet, thence North 26° 18' East 55 feet, thence South 65° 53' East 136.92 feet to the centerline of

CTH "A", thence South 38° 20' West 222 feet to the point of beginning, Sheboygan County, Wisconsin; and also except commencing 147.92 feet East and 254.67 feet South of the intersection of the Centerline of Lake Street with the North line of the S 1/2 of said Government Lot 1, said point being at the Centerline of Lake Street; thence S.70°55'W. 127.24 feet to the point of beginning; thence S.70°55'W 29.56 feet; thence S.81°55'W. 180.00 feet; thence S.35°00'E. 160.75 feet; thence N.66°57'E. 170.00 feet; thence N.23°00'W. 108.74 feet to the point of beginning, Sheboygan County, Wisconsin; and also except commencing 147.92 feet East and 254.67 feet South of the intersection of the Centerline of Lake Street with the North line of the S 1/2 of said Government Lot 1, said point being at the Centerline of Lake Street; thence S24°-55'-00"E 430.57 feet along said Centerline; thence S85°-10'-20"W 209.32 feet; thence N18°-20'-24" W 106.75 feet; thence N31°-35'-56"W 160.35 feet to the Southerly line of Point Elkhart Condominium Plat-Phase Nine; thence N66°-57'-00"E 72.84 feet along said southerly line; thence N23°-00'-00"W 108.74 feet along the Easterly line of said Condominium Plat; thence N70°-55'-00"E 127.24 feet to the point of beginning.

AMENDMENT NO. 10 TO THE
DECLARATION OF CONDOMINIUM OF
POINT ELKHART (PHASE XI)

Document Number

Document Title

For Exhibit See Vol 13 of Condos
Page 192, Doc. No. 1503671

VOL 1570-433

1503672

SHEBOYGAN COUNTY, WI
RECORDED ON

1998-04-27 11:16 AM

DARLENE J. NAVIS
REGISTER OF DEEDS

Rec. Fee: 34.00
Tran. Fee: 0.00

007771 0004

Recording Area

Name and Return Address

Thomas P. Shannon, Esq. *Att*
Fox, O'Neill & Shannon
622 N. Water Street, Suite 500
Milw., WI 53202

Part of 584740

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Notes: Use of this cover page adds one page to your documents and \$2.00 to the recording fee. Wisconsin Statutes, §9.517. WRDA 2/96

AMENDMENT NUMBER 10 TO THE
DECLARATION OF CONDOMINIUM OF
POINT ELKHART

(PHASE XI)

THIS AMENDMENT is made and entered into this 17th day of April, 1998, by Lakeside Homes, Inc., formerly known as Burke Development corporation, a Wisconsin corporation, hereinafter referred to as the "Declarant".

WHEREAS, the Declaration of Condominium (the "Declaration") for Point Elkhart (the "Condominium") was recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, on April 24, 1974 in Vol. 724 of Records on pages 6-14, as Document No. 971313; and

WHEREAS, the Declaration has been amended previously as follows: (a) Declaration for Phase II, recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, on June 30, 1975 in Vol. 753 of Records, pages 597-603; (b) Declaration for Phase III, recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, on July 30, 1975 in Vol. 802 of Records, on page 354; (c) Declaration for Phase IV, recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin on May 1, 1978 in Vol. 831 of Records, on page 524, and re-recorded on April 1, 1979 in Vol. 856 of Records, on page 742, and re-recorded on May 31, 1979 in Vol. 858 of Records, on page 939; (d) Declaration for Phase V recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, on September 17, 1980, in Vol. 887 of Records, on pages 441-46; (e) Declaration for Phase VI recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin on June 29, 1983, in Vol. 938 of Records on pages 502-08, as Document No. 1089717; (f) Declaration for Phase VII recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, on August 10, 1984, in Vol. 965 of Records, on pages 810-22, as Document No. 1105515; (g) Amendment Number 7 to the Declaration of Condominium of Point Elkhart (Phase VIII) recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, on July 6, 1989, in Volume 1114 of Records, on pages 548 to 558, as Document No. 1187756; (h) Amendment Number 8 to the Declaration of Condominium of Point Elkhart (Phase IX) recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, on May 22, 1995, in Volume 1390 of Records, on pages 779 to 789, as Document No. 1426458; and (i) Amendment Number 9 to the Declaration of Condominium of Point Elkhart (Phase X) recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, on August 23, 1996, in Volume

1462 of Records, on pages 504 to 514, as Document No. 1458563; and

WHEREAS, in Section 12 of the Declaration, the Declarant reserved the right to amend the Declaration to add additional land, buildings and units to the Condominium; and

WHEREAS, Declarant is the original corporate declarant under the Declaration, and Declarant is the successor to the interest of Bob Werner, Inc., a Wisconsin corporation, under the Declaration by virtue of a deed dated October 18, 1994 and recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, on November 14, 1994 in Volume 1369 of Records on pages 95-96, as Document No. 1415771; and

WHEREAS, the Declarant desires and intends by this instrument to amend the Declaration to add to the Condominium additional land, improvements and units;

NOW, THEREFORE, pursuant to Section 12 of the Declaration, Declarant hereby declares and states as follows:

1. Amendment to Declaration. The Declaration is hereby amended to add to the Condominium the real property described as follows:

Said Condominium being a part of Government Lots 1 and 2 of Section 29, Town 16 North, Range 21 East, Village of Elkhart Lake, Sheboygan County, Wisconsin, containing 0.649 acres of land and described as:

Commencing 126.44 feet East and 661.79 feet South of the intersection of the centerline of Lake Street with the North line of the S1/2 of said Government Lot 1, said point being the point of beginning; thence South 07°48'42" West, 241.51 feet; thence North 82°11'18" West, 86.08 feet to the East line of Phase 8; thence North 14°04'00" West along said East line, 93.56 feet to the Northeast corner of Phase 8; thence North 06°00'00" West along the East line of Phase 7, 128.73 feet to the Northeast corner of Phase 7; thence North 86°52'17" East, 142.78 feet to the Southwest corner of Phase Ten; thence North 85°10'20" East along the South line of Phase Ten, 11.78 feet to the point of beginning.

2. Amended Site Plan. An amended site plan showing the Condominium property, Condominium improvements

and remaining expandable area is attached hereto as part of Exhibit B. A copy of the amendment to the Condominium plat reflecting the property added to the Condominium is attached hereto as Exhibit A.

3. **Description of Building.** One building is or will be constructed upon the land in the location as shown on Exhibit A. The building is constructed as a four unit "Townhouse" type of building and has a basement and two floors of living space. The principal materials of which the building is constructed are concrete block foundation and wood frames, wood exterior and asphalt shingle roof. Each unit in the building has a separate heating system.

4. **Description of Additional Units.**

(a) For each of the units added to the Condominium by this Amendment, the unit number of each unit (22-A, 22-B, 22-C, and 22-D), its location, approximate area, number of rooms, and immediate common area to which it has access are shown on the attached Exhibits A through E, inclusive.

(b) A complete set of plans and specifications are on file at the office of the Declarant, at 622 N. Water Street, Milwaukee, Wisconsin 53202.

(c) The description of the units, common elements and areas, limited common areas and voting rights of unit owners are as set forth in the Declaration and the exhibits attached hereto. All of the terms and provisions of the Declaration, as amended to date, are hereby made applicable to the real estate, building, units and other improvements which are added to the Condominium by this Amendment.

5. **Percentage of Ownership.** In accordance with subparagraph (a) of Section 5 of the Declaration, and subject to future expansion of the Condominium, each unit owner presently has an undivided percentage ownership interest in the common elements of the Condominium equal to the percentage which each unit bears to the total number of units on the property subject to the Declaration, as amended to date.

6. **Expandable Area.** Declarant owns additional land adjacent to the land which is subject to the Declaration. The total tract of additional land is approximately 3.25 acres. The Declarant reserves the absolute and unqualified right for itself, its successors, and assigns, and on behalf of each unit owner, to amend the

Declaration to add a part or all of such land, and any buildings constructed or to be constructed thereon, to be a part of the Condominium, provided that the total number of units in the Condominium will not exceed 106 units. Each unit's undivided interest in the common areas, common expenses and common surpluses, if any, shall be computed as provided in paragraph 5 of the Declaration. The legal description of the remaining expandable area is attached hereto as Exhibit F. The expandable area is generally reflected on Exhibit B as Future Parcels "B" and "D". Any buildings reflected in the expandable area depicted on Exhibit B are conceptual only and may or may not be constructed as shown thereon.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first above written.

Lakeside Homes, Inc.

By: *John J. Burke, Jr.*
John J. Burke, Jr., President

Attest: *Kathryn M. Burke*
Kathryn M. Burke, Secretary

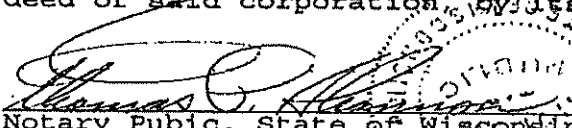
STATE OF WISCONSIN)
 : SS
COUNTY OF MILWAUKEE)

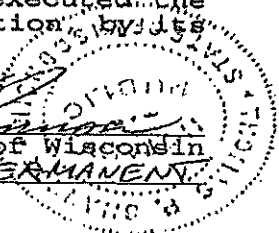
Personally came before me this 17th day of April, 1998, John J. Burke, Jr., President of Lakeside Homes, Inc., to me known to be such person and officer who executed the foregoing instrument and acknowledged that he executed the same as such officer as the deed of said corporation, by its authority.

Thomas S. Alexander
Notary Public, State of Wisconsin
My Commission: 13 PERMANENT

STATE OF WISCONSIN)
 ; SS
COUNTY OF MILWAUKEE)

Personally came before me this 17th day of April, 1998, Kathryn M. Burke, Secretary of Lakeside Homes, Inc., to me known to be such person and officer who executed the foregoing instrument and acknowledged that she executed the same as such officer as the deed of said corporation, by its authority.

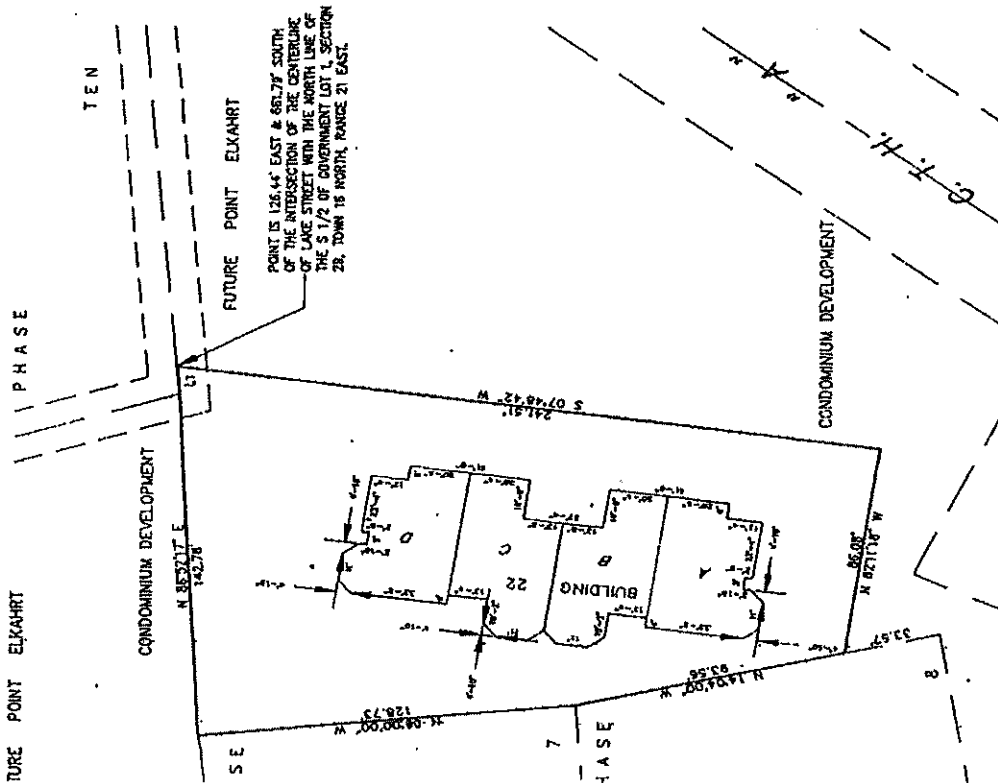

Notary Public, State of Wisconsin
My Commission: IS PERMANENT



This instrument was drafted by
and, upon completion of recording,
should be returned to:

Thomas P. Shannon
Fox, O'Neill & Shannon, S.C.
622 N. Water Street, Suite 500
Milwaukee, Wisconsin 53202
Telephone: (414) 273-3939

POINT ELKHART, AN EXPANDABLE CONDOMINIUM -- PHASE ELEVEN PART OF GOVERNMENT LOTS 1 AND 2 OF SECTION 29, TOWN 16 NORTH, RANGE 21 EAST VILLAGE OF ELKHART LAKE SHEBOYGAN COUNTY, WISCONSIN DAVID C. HINZE SURVEYOR



LINE	DIRECTION	DISTANCE
L1	N 85°10'20" E	11.78'

SURVEYOR'S CERTIFICATE

I hereby certify that this plat is a true representation of the condominium described and correctly shows the location of each building and common elements to the best of my belief and ability.

Said condominium being a part of Government Lots 1 and 2 of Section 29, Town 16 North, Range 21 East, Village of Elkhart Lake, Sheboygan County, Wisconsin containing 0.649 acres of land, and described as:

Commencing 126.44' East and 661.79' South of the intersection of the center line of Lake Street with the north line of the S1/2 of said Government Lot 1, said point being the point of beginning, thence S 07°48'42" W, 241.51', thence N 82°11'18" W, 86.08', to the east line of Phase 8, thence N 14°04'00" W along said east line, 93.56', to the northeast corner of Phase 8, thence N 06°00'00" W along the east line of Phase 7, 128.73', to the northeast corner of Phase 7, thence N 86°52'17" E, 142.78', to the southwest corner of Phase 7, thence N 85°10'20" E along the south line of Phase 7, 11.78', to the point of beginning.

Dated this 31st day of April, 1998.

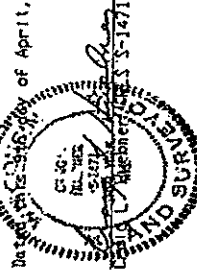


EXHIBIT "A"
 BOOK NO. 17, PAGE 141, 58-59
 DAVID C. HINZE
 REGISTERED LAND SURVEYOR

EXHIBIT "A"



MACT1 A = Q148 L4	1.14 ACDS
MACT1 B = M049 L7	4.13 ACDS
MACT1 C = M059 L4	1.13 ACDS
MACT1 D = Q139 L7	1.08 ACDS
MACT1 E = M059 L7	1.07 ACDS

SUE DALL - WINDY CONSTRUCTION
ALBANY, CALIF.
 22 S 4TH AVE. - ALBANY
ALBANY, CALIF.
 1401 4TH ST.
 310 WEST 4TH ST.
ALBANY, CALIF.
 400 4TH ST.
 1000 4TH ST.
ALBANY, CALIF.
 1000 4TH ST.
 1000 4TH ST.

~~SECRET~~

BIGHT LAKE, WISCONSIN



11412311

Asphodelus

Engineering

References

大英商船公司

三

△ 1990年12月25日，在江蘇省江浦縣縣城內，發現一具被焚屍體，經檢驗，死者為一名女性，年約30歲，死因不明。

2. System output

1

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2007

15106

501

7

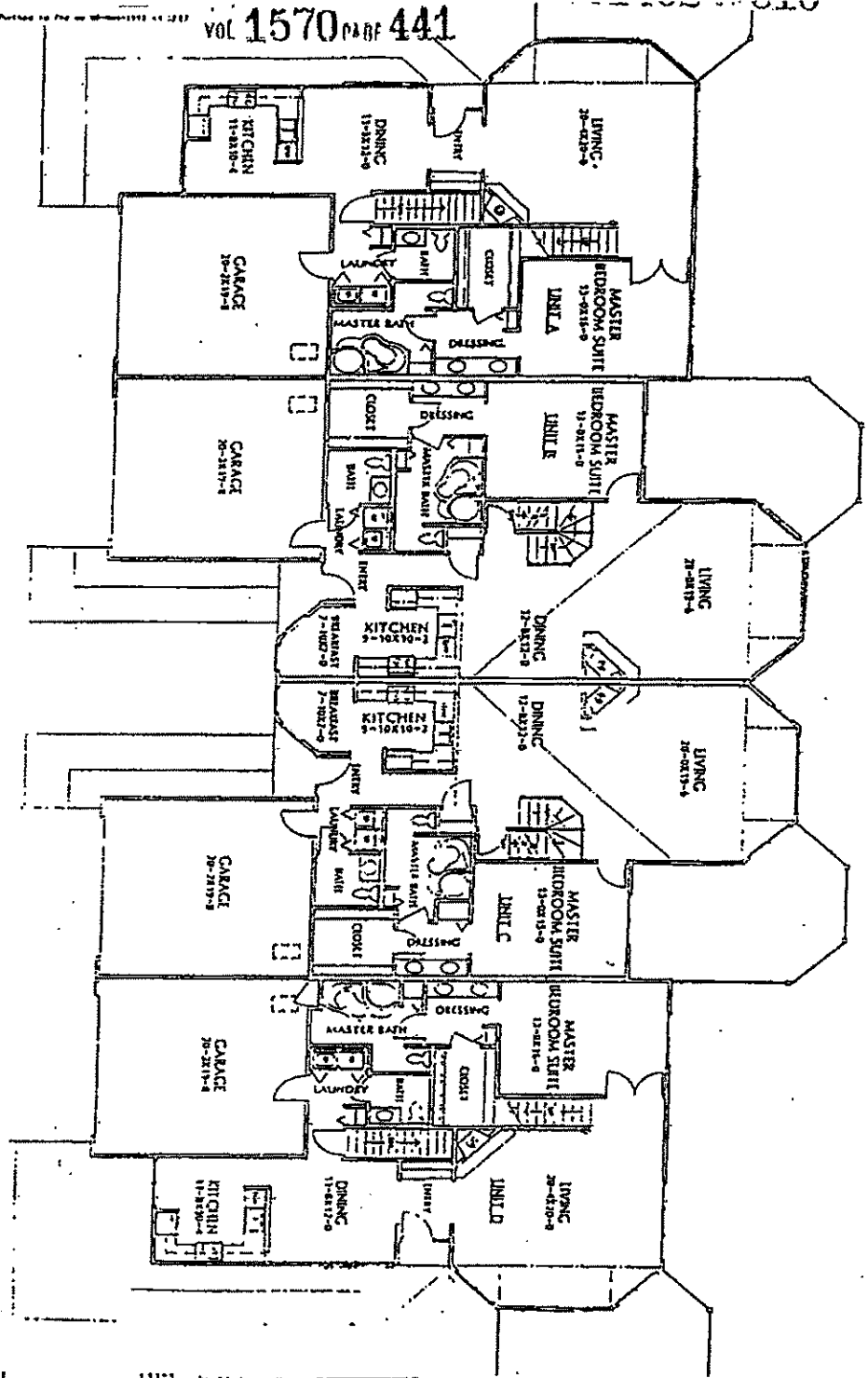
3

UPDATED SITE DEVELOPMENT PLAN - JSD1

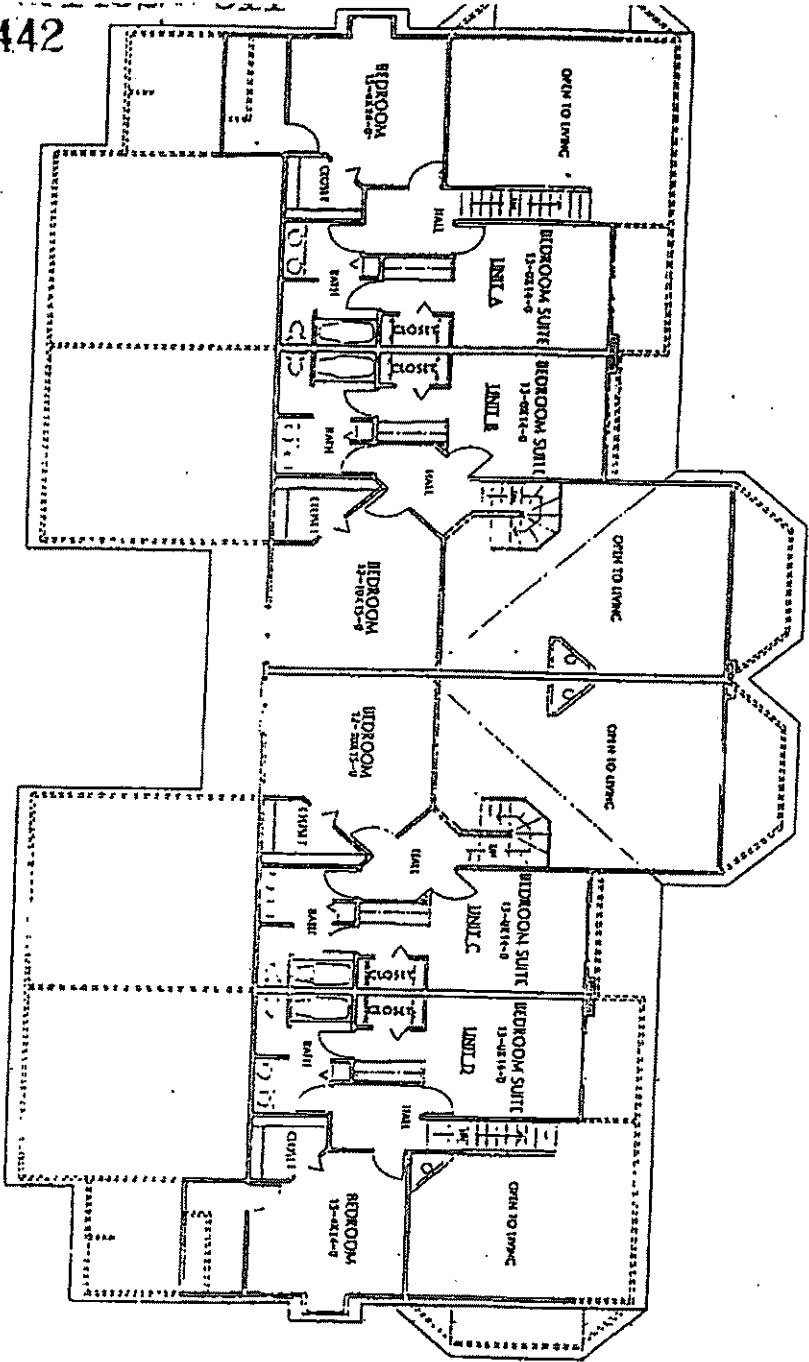


10/10/06

1/4" GRADE LEVEL PLAN



POINT ELKHART
Exhibit C CONDOMINIUMS



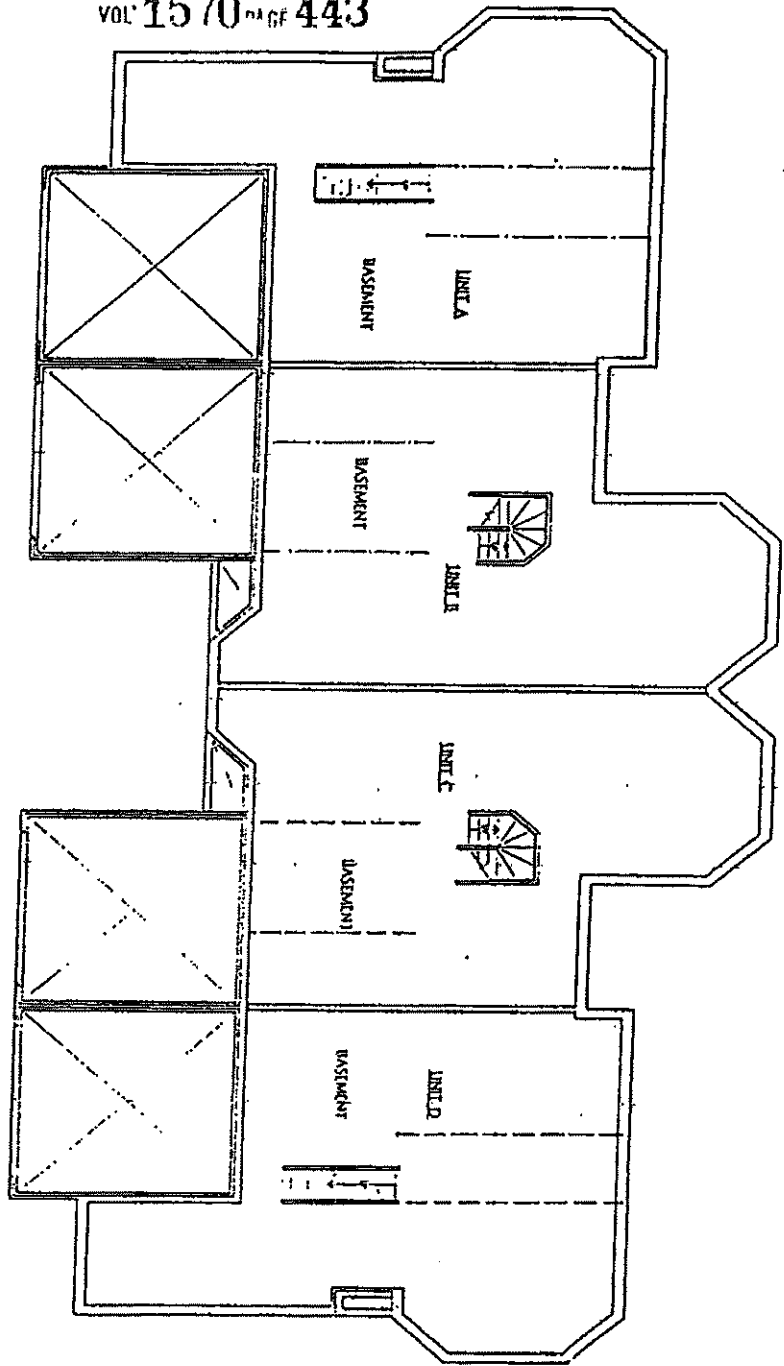
1/4" UPPER LEVEL PLAN

Point Elkhart
Condominiums
Burke Properties
Elkhart Lake, Wisconsin



POINT ELKHART
CONDOMINIUMS
BURKE PROPERTIES
ELKHART LAKE, WISCONSIN

Exhibit D



1/4" LOWER LEVEL PLAN

Exhibit E



BURKE PROPERTIES

POINT ELKHART
CONDOMINIUMS

ELKHART LAKE, WISCONSIN

EXHIBIT F
POINT ELKHART CONDOMINIUM
DESCRIPTION OF REMAINING EXPANDABLE AREA

Part of Government Lots 1 and 2, Section 29, Town 16 North, Range 21 East, Sheboygan County, Wisconsin, commencing at the intersection of the centerline of Lake Street, with the North line of the South One-Half of said Government Lot 1, thence South 35° 11' East along the centerline of said Street, 150.7 feet, thence South 24° 55' East along the centerline of said Street, 145 feet to the point of beginning of parcel to be described; thence South 70° 55' West, 156.8 feet; thence South 81° 55' West, 288.6 feet; thence North 55° 06' West, 206.7 feet to the shore of Elkhart Lake; thence following along said shoreline, South 47° 14' West, 96.75 feet; thence South 78° 56' West, 245 feet; thence South 54° 40' West, 57.75 feet, and South 29° 26' West, 65.8 feet; thence North 83° 17' East, 96.2 feet; thence South 6° 43' East, 85 feet; thence South 83° 17' West, 104 feet to the shore of Elkhart Lake; thence following along the shoreline South 3° 32' East, 94.1 feet, and South 9° 19' West 46.2 feet; thence South 32° 51' East 66.3 feet; thence South 30° 30' East, 87.6 feet; thence South 29° 13' East, 160.55 feet; thence South 28° 16' East, 198.15 feet, and South 25° 28' East, 145.9 feet; thence South 63° 03' East, 178.4 feet; thence South 62° 09' East, 215.2 feet to the center of CTH "A"; thence North 38° 20' East along the center of said highway 881.25 feet to the intersection with the centerline of Lake Street; thence North 24° 55' West along the centerline of Lake Street, 517.9 feet to the point of beginning, excepting 1.57 acres in the Southeast corner thereof, described in Volume 324 of Records, pages 77-78, and in Volume 415 of Records, pages 332-35;

And also excepting therefrom that part known as Point Elkhart Condominium as described in Volume 724 of Records, pages 6-14; and also excepting that part known as Point Elkhart Condominium Phase II, as described in Volume 753 of Records, pages 597-603; and also excepting 2.81 acres conveyed in volume 799 of Records, pages 521-522, (now known as Point Elkhart Condominium Phase III); and also excepting that part known as Point Elkhart Condominium Phase IV, as described in Volume 831 of Records, pages 524-29; and also excepting that part known as Point Elkhart Condominium Phase V, as described in Volume 887 of Records, pages 441-446; and

also excepting that part known as Point Elkhart Condominium Phase VI, described in Volume 938 of Records, pages 502-508; and also excepting that part known as Point Elkhart Condominium Phase VII, described in Volume 965 of Records, pages 810-822; and also excepting that part known as Point Elkhart Condominium Phase VIII, described in Volume 1114 of Records, pages 548-558; and also excepting that part known as Point Elkhart Condominium Phase IX, described in Volume 1390 of Records, pages 779-789; and also excepting that part known as Point Elkhart Condominium Phase X, described in Volume 1462 of Records, pages 504-514; and also except that part commencing at the Southeast corner of lands described in Volume 486 of Records, pages 513-516, thence North 58° 59' West, 233.26 feet; thence North 38° 20' East, 73 feet; thence South 83° 58' East, 90 feet; thence North 76° 34' East, 55 feet; thence North 26° 18' East, 55 feet; thence South 65° 53' East, 136.92 feet to the centerline of CTH "A"; thence South 38° 20' West, 222 feet to the point of beginning; and also except commencing 126.44 feet East and 661.79 feet South of the intersection of the centerline of Lake Street with the North line of the S1/2 of said Government Lot 1, said point being the point of beginning; thence South 07°48'42" West, 241.51 feet; thence North 82°11'18" West, 86.08 feet to the East line of Phase 8; thence North 14°04'00" West along said East line, 93.56 feet to the Northeast corner of Phase 8; thence North 06°00'00" West along the East line of Phase 7, 128.73 feet to the Northeast corner of Phase 7; thence North 86°52'17" East, 142.78 feet to the Southwest corner of Phase Ten; thence North 85°10'20" East along the South line of Phase Ten, 11.78 feet to the point of beginning.

**POINT ELKHART CONDOMINIUM
ASSOCIATION, LTD.**

DISCLOSURE MATERIALS

SECTION C

BYLAWS

RESTATED BY-LAWS OF
POINT ELKHART CONDOMINIUM ASSOCIATION, LTD.

Restated August 31, 1996

Revised September 4, 2004

Revised September 3, 2005

Revised September 2, 2006

Revised August 30, 2008

Revised September 3, 2011

Revised May 26, 2012

Revised August 31, 2013

Revised May 28, 2016

Revised January 1, 2019

Revised May 28, 2022

Point Elkhart Condominium Association, Ltd.
P.O. Box 455
Elkhart Lake, WI 53020-0455

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These By-Laws supplant and revise the By-Laws of Point Elkhart Condominium Association, Ltd., as they have heretofore existed. These By-laws conform to the provisions and requirements of the Wisconsin Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, as amended from time to time.

I. General

A. Point Elkhart Condominium Association, Ltd. is the association of the Condominium project located on approximately 20 acres on the shores of Elkhart Lake, Sheboygan County, Wisconsin, as more fully described and depicted in development plans filed with the Village of Elkhart Lake, and recorded with the Sheboygan County Register of Deeds.

B. These By-Laws shall be binding upon all Condominium Unit Owners, as well as the personal representatives, heirs, tenants and agents of such Condominium Unit Owners. Acquisition, occupancy, rental or any type of assertion of dominion or possession of any unit in said Condominium project at Point Elkhart shall signify and constitute acceptance, ratification and compliance with these By-Laws and the plan of development for this project. A Unit Owner shall also be personally and unconditionally responsible for the observation of all of the provisions of these By-Laws and any rules or regulations in pursuance thereof, by family members, guests, tenants and invitees.

C. The Condominium project includes the entire area heretofore encompassed in the plan of development.

D. Title to units may be taken in the name of an individual or in the names of two or more persons, as tenants in common, marital property, or as joint tenants, or in the name of a corporation, partnership, trust, or in the name of a fiduciary.

E. Every purchaser of a unit shall notify the Secretary of the Association of the purchase within thirty (30) days of recording a deed with the Sheboygan County Register of Deeds.

F. An Executive Summary highlighting important disclosure statements must be provided by the seller of a condominium unit to a prospective buyer. The Executive Summary is prepared by the association, and updated as necessary, and contains information required by Wis. Stat. Chapter 703.

II. Form of Administration

A. The Point Elkhart Condominium Association, Ltd. is an incorporated, non-stock, not-for-profit corporation. The ultimate authority for the administration of its affairs shall be and reside in the vote of its Unit Owners. The executive governance of its affairs, subject to the reservations hereinafter set forth, shall be in its Board of Directors. Except for matters reserved to the Association members or unit owners, all policy and operational decisions including, but not limited to, interpretation of condominium instruments, bylaws and rules and other documents relating to the condominium or the association shall be made by its board of directors.

B. The Unit Owners reserve the right to annually approve the budget for operating, maintenance and other proper expense of the Association, and, if specifically requested by not fewer than thirty-three percent (33%) of the Unit Owners, a special hearing for purposes of such approval shall be held.

C. A property manager may be hired to manage the affairs of the Association, serving the Board of Directors as agent, consultant and overall administrator. The contract between the Association and the property manager shall be approved by the Board of Directors annually.

III. Unit Owners – Members

A. Membership:

The members of the Association shall be the Unit Owners.

B. Unit Owners Voting Rights:

Only one registered individual, having a direct or indirect interest in the property, shall be recognized as the Unit Owner entitled to vote.

The Unit Owner entitled to vote shall be registered in a list of such Unit Owners maintained by the Secretary of the Condominium Association. No Unit Owner who shall be in default by reason of nonpayment of common or other charges or fines for which a lien has been filed against the property shall be eligible to vote at an Owners meeting or to be elected or appointed to the Board of Directors unless and until such default is corrected.

C. Unit Owners Meetings:

(1) The Secretary shall mail or email to each Unit Owner of record or cause to be delivered to each Unit a notice of each annual or special meeting of the Unit Owners, at least ten (10), but not more than thirty (30) days prior to such meeting, stating the purpose thereof as well as the date, time and place where it is to be held, at the building or at such other address as such Unit Owner shall have designated by notice in writing to the Secretary. The mailing, emailing, or delivery of a notice of meeting in the manner provided in this section shall be considered service of notice.

(2) A simple majority of the Unit Owners entitled to vote shall constitute a quorum for purposes of the conduct of business by the Condominium Association.

(3) A Unit Owner shall be entitled to be present in person, or by proxy, and presence by proxy shall be counted in determining whether or not a quorum is present. Similarly, votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Association either in person or by mailing or emailing a copy thereof to the Condominium Association at its post office address prior to the appointed time of any meeting to which such proxy relates. Such filing shall be deemed to take place at the time of actual receipt by the Secretary. The spouse of a Unit Owner entitled to vote may vote without a proxy in the absence of such Unit Owner. All proxies shall

be subject to revocation by the member at the meeting to which such proxy relates, or by giving actual notice thereof to the person in whose favor the proxy is drawn. No proxy shall be effective for a period of more than ninety (90) days following its issuance, including proxies granted to a mortgagee or lessee. There shall be no prorata vote as to any Condominium unit, even though the unit is co-owned.

(4) Decisions, unless otherwise expressly provided herein, shall be by simple majority vote of the Unit Owners present and entitled to vote, a quorum being present, and shall be binding on all Unit Owners. The Secretary shall count the votes.

(5) The regular Annual Meeting of the Unit Owners shall be held on the Saturday preceding Labor Day for the purpose of electing Directors, and for the purpose of reviewing and approving the budget for the coming year, and for other matters which may properly be brought before the meeting. In addition, there shall be a Unit Owners meeting held on the Saturday preceding Memorial Day unless otherwise determined by the Directors.

(6) It shall be the duty of the President to call a Special Meeting of the Unit Owners if so, directed by resolution of the Board of Directors or upon petition signed and presented to the Secretary by Unit Owners owning a total of not fewer than thirty-three percent (33%) of the common interest. The notice of any special meeting shall state the date, time, place and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

(7) Meetings of the Unit Owners shall be held at a suitable place convenient to the owners as shall be designated by the Board of Directors.

D. Liability of Unit Owners:

A Unit Owner shall not be liable to the Association for common charges, assessments, or claims of the Association beyond the prorata portion determined by dividing the total charges by the number of units in the condominium, except as hereinafter stated.

Such limitation shall not apply to fines, penalties, or special assessments rendered

against a Unit Owner because of delinquencies of payment, unpaid charges for failure of Unit Owner to repair and replace per Article VIII F 4, other fines for violations of Association By-Laws and Rules and Regulations, or other special charges properly related to such Unit Owner

IV. Board of Directors

A. Number, Qualification and Election:

The Board of Directors shall be composed of five (5) persons. All Directors shall be Unit Owners, spouses or persons owning an interest in the Unit, directly or indirectly, through equity interest in a corporation, partnership, trust or other fiduciary. Election of Directors to staggered two-year terms shall occur each year at the Annual Meeting of the Association Membership.

At the Spring Meeting of the Unit Owners, the Board of Directors shall propose for approval a Nominating Committee composed of three (3) Unit Owners to seek, determine availability and propose candidates for the Board of Directors (See Section VI). In order to effectively and efficiently administer the operations of the Association, and to deal with problems promptly and without delay, the Nominating Committee shall give consideration to ensuring that at least one owner serving on the Board of Directors is a full-time resident of Point Elkhart.

Nominations from the floor shall be permitted by a Unit Owner at the Annual Meeting, but will require a second by another Unit Owner. A nominee's eligibility and willingness to serve must be confirmed prior to such nomination.

At alternating Annual Meetings, three (3) and two (2) Directors shall be elected for staggered two-year terms. A newly elected Director's term shall commence immediately following the Annual Meeting at which the election occurs.

Election to the Board of Directors shall be limited to two (2) consecutive two-year terms. Thereafter, an Owner will be eligible for reelection to the Board only after a two-year absence from the Board. In its selection of Board nominees, the Nominating Committee will consider the two

(2) term option and limit but will not be obligated to offer a second term nomination to Directors completing one (1) term, nor shall the Board of Directors imply or require such renomination. However, one director may serve more than two (2) consecutive two (2) year terms in order to fully utilize the skills and experience gained from handling the responsibilities of that position. That director cannot hold any other position on the board and must stand for election every two (2) years. This exception to the term limitations set forth in the By-Laws shall not apply to positions of officers, which shall continue to be term limited. Only one (1) director at any one time shall be allowed to serve on the board under this exception.

B. Authority and Responsibilities:

Subject to rights reserved by the Unit Owners, the Board of Directors shall administer the affairs of the Association and shall be vested with authority necessary to perform its several duties, including the following:

(1) The Board shall conduct the day-to-day business of the Association including providing work priorities, work assignments and direction to vendors and contractors.

(2) The Board shall operate, maintain and restore common elements (except limited common elements) and facilities, as necessary. The Board shall oversee the maintenance of limited common elements, assuring conformity with the Declaration of Condominium and with Association policy and guidelines. (See By-Laws Section VIII E).

(3) On behalf of the Association, the Board may contract with appropriate parties to maintain, repair and/or restore common elements. Wherever possible and practical, the Board shall obtain competitive bids or quotes where the cost of material and/or services exceeds Five Thousand Dollars (\$5,000.00). Contracts exceeding a three-year time frame shall require approval by the Association members. Firms performing work for the Association must carry customary insurance and provide certificates of insurance before commencing a project. The Board shall also

determine if the contracting party should be licensed and/or bonded.

(4) The Board shall project the costs and request the funds for Association operation and special work projects. After preparing the Annual Budget, the Board shall propose a fixed annual assessment for common charges, to be paid in four (quarterly) installments. For any maintenance project that in the judgment of the Board exceeds budgetary capabilities, the Board shall propose a special assessment amount, to be shared equally by all Unit Owners. Such assessments shall require approval by the Unit Owners at an Association membership meeting. After approval by the Unit Owners, the levied amounts shall be collected by the Board through the office of the Treasurer. In the event of an emergency, the Board may expend amounts in excess of, or not approved, in the budget and levy assessments therefore but only to the extent reasonably required by such emergency.

(5) The Board shall maintain bank accounts on behalf of the Association and shall designate signatories for the accounts.

(6) The Board shall maintain insurance coverage for Association property and liability.

(7) The Board shall have the authority and be responsible for enforcement of all Rules and Regulations.

(8) The Board shall be responsible for distributing important documents, changes of policy and practices, information, notifications and minutes of Unit Owner meetings. The Board shall transmit a copy of the By-Laws and Rules and Regulations to each Unit Owner. Copies of the proposed annual budget shall be sent to Unit Owners with the Notice of the Annual Meeting.

(9) The Board shall provide an Association telephone directory.

(10) Records of the minutes of the meetings of the Board of Directors and of the meetings of Unit Owners shall be maintained. Financial records and books of account of the Association shall be kept, including a separate account of each Unit which shall contain the amount

of each assessment against such Unit, the date when due, the amounts paid thereon, and the balance remaining.

The Board of Directors shall render a written report summarizing the annual receipts and expenditures of the Association to the Unit Owners at the Annual Unit Owners Meeting.

These records shall be protected and made available to Unit Owners for reference within a reasonable time after a written request to the Board of Directors.

C. Removal of a Director from Office:

(1) If noticed in the agenda, a director may be removed from office by a majority vote of Unit Owners at any regular or special meeting of the Unit Owners. The Director whose removal is under consideration shall be given an opportunity to be heard at the meeting.

(2) In the event a Director is removed, a successor may then and there be elected to fill the vacancy. The new Director will complete the term of the removed Director and be eligible for nomination for two (2) additional two-year terms. If such election does not take place, the vacancy will be filled in accordance with Section IV D.

(3) Absence of a Director from three (3) regular meetings of the Board in one (1) year shall be considered a resignation from the Board.

D. Board Vacancies:

Vacant Director positions may be filled by Board appointment. The appointment shall be for the remainder of the unexpired term. Appointment shall require a majority vote of the remaining Directors. The appointee shall be eligible for nomination to two (2) additional two-year terms. A vacancy shall be filled as promptly as possible. The Board may request assistance from the Nominating Committee to seek a qualified candidate.

E. Regular Meetings of the Board of Directors:

The Board of Directors shall hold four regular meetings per year to discuss Association affairs, review

and manage all operations and deal, as a body, with condominium matters. The Board shall have flexibility in deciding the meeting dates, times and places, accommodating the schedules of Directors in order to maximize attendance. Notice of regular meetings and the agenda shall be delivered in writing to or by email all Directors no later than seven (7) days prior to the meeting. Unit Owners may attend the Board meetings and will be notified by mail or email of the date, time, and location of the meeting. Minutes of Board meetings will be posted on the Point Elkhart website.

F. Special Meetings of the Board of Directors:

The President may call a special meeting of the Board with written notice to each Director sent no later than seven (7) days prior to the meeting. The notice shall include the date, time, place and agenda. The President shall be required to call a special meeting if requested by two (2) or more members of the Board. If the need for a special meeting occurs and the notification requirement cannot be met due to urgency, Directors may waive notice in writing. The Secretary shall provide a waiver for signing by all Directors.

G. Quorum of Board of Directors:

At meetings of the Board, a majority of Directors shall constitute a quorum and a majority vote of the quorum shall constitute the decision of the Board. If less than a quorum is present, a majority of those present may adjourn the meeting to another time. At an adjourned meeting at which a quorum is present, any business, which was to be addressed at the meeting originally called, may be transacted without further notice.

H. Informal Action of the Board:

Any action of the Board, which requires a meeting, may be taken without a meeting if consent is given and the action is approved in writing by all Directors entitled to vote. Such consent shall have the force of a unanimous vote.

I. Fidelity Bonds:

