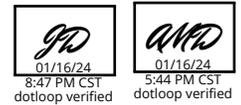


DISCLOSURE MATERIALS



BLUE HARBOR RESORT CONDOMINIUM

Located on South Pier in the City of Sheboygan, Sheboygan County, Wisconsin, north of the easterly extension of Illinois Avenue and east of Blue Harbor Drive.

Condominium Declarant: Blue Harbor Resort Condominium, LLC, a Delaware limited liability company, which has been dissolved. The successor to the Declarant is Blue Harbor Resort Condominium Association, Inc., a Wisconsin corporation.

Condominium Association Agent: Ms. Marsha Forsythe, Treasurer
Blue Harbor Resort Condominium Association, Inc.
1111 Willis Avenue
Wheeling, IL 60090

Name and business address of Seller or Seller's agent: _____

1. THESE ARE THE 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 HAVE 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS TO CANCEL IN WRITING THE CONTRACT OF SALE, OR IF THE SELLER DELIVERS A COVER SHEET AND INDEX, TO DELIVER A WRITTEN REQUEST FOR ANY MISSING DOCUMENTS. SEE THE INDEX, IF ANY, FOLLOWING THIS INFORMATION TO DETERMINE IF DOCUMENTS ARE MISSING. IF YOU TIMELY DELIVER A WRITTEN 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. YOU HAVE NO FURTHER RIGHT TO CANCEL THE CONTRACT OF SALE BASED ON THE DOCUMENTS UNLESS THE DOCUMENTS ARE MATERIALLY CHANGED.

INDEX

The disclosure materials the seller is required by law to provide to each prospective condominium purchaser contains the following documents and exhibits:

- A. 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-1.
- B. DECLARATION, INCLUDING FIRST AMENDMENT TO DECLARATION AND SECOND AMENDMENT TO DECLARATION. The Declaration establishes and describes the condominium, the units and the common areas and common elements. The Declaration begins on page B-1.
- C. 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-1.
- D. 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-1.
- E. MANAGEMENT OR EMPLOYMENT CONTRACTS. Certain services are provided to the condominium through contracts with individuals or private firms. The Association has entered into a management contract with North Shore Property Management Inc. A copy of the Property Management Agreement begins on page E-1.
- F. 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-1.
- G. LEASES. Units in this condominium may in the future be sold subject to one or more leases of property or facilities which are not a part of the condominium. At the present time, there are no leases of property or facilities which are not a part of the condominium, but the Association may enter into leases for property or facilities in the future, subject to any restrictions and requirements set forth in the Declaration and the By-Laws. Facilities which are not part of the condominium parcel may also include the adjacent indoor water park and related facilities and amenities operated by Sheboygan Resort Operator, LLC. The Association may enter into usage or billing agreements with Sheboygan Resort Operator, LLC relating to the adjacent indoor water park and related facilities and amenities or other services, installations, and facilities which are currently provided or were previously provided to the Association or Unit owners. Monthly charges for usage or billing agreements are listed as a part of the budget beginning on page F-1.
- H. EXPANSION PLANS. The Declarant reserved the right to expand the condominium. The expansion to the maximum number of Units was already completed and no further expansion is allowed.
- I. FLOOR PLAN AND MAP. The seller or seller's agent has provided a floor plan of the unit being offered for sale and a map (plat) of the condominium which shows the location of the unit you are considering and all facilities and common areas which are part of the condominium. The floor plan and map (plat) begin on page I-1.
- J. RULES AND REGULATIONS. The Rules and Regulations govern the condominium and affect the rights and responsibilities of unit owners and guests to prohibit them from infringing on the rights of others. The Rules and Regulations begin on page J-1.

Blue Harbor Resort Condominium

Executive Summary

(updated 6/26/2023)

1. Condominium identification. The name of the condominium is Blue Harbor Resort Condominium.
2. Expansion plans. The Declarant reserved the right to expand the condominium to not more than 64 Units. The expansion to the maximum number of Units was already completed and no further expansion is allowed.
3. Governance. The name of the condominium association is Blue Harbor Resort Condominium Association, Inc., a Wisconsin corporation. The Association is operated by a five-member Board of Directors, elected by Unit Owners annually, and officers who are elected by the Board of Directors. The Condominium Association entered into a management contract with North Shore Property Management Inc. Questions relating to the Association shall initially be directed to Cory Even, President of North Shore Property Management Inc., 1925 Indiana Avenue, Sheboygan, WI 53081, by e-mail to ckrec2000@gmail.com, and by telephone to (920) 395-4684. The name, address, and e-mail address of the Board Member who may be contacted initially regarding matters relating to the Association, Board of Directors, and Officers is Ms. Marsha Forsythe, Treasurer, Blue Harbor Resort Condominium Association LLC, 1111 Willis Avenue, Wheeling, IL, and by e-mail to mforsythe@indeck-power.com.
4. Special amenities. The condominium does not provide any special amenities beyond the use of area facilities available to members of the general public or usage rights provided from time to time under agreement with Sheboygan Resort Operator, LLC (“SRO”). The adjacent indoor water park and related facilities and amenities (together the “Water Park”) are operated by SRO and owned by an affiliate of SRO and are not owned or operated by the Association. Unit Owners in the rental program offered by SRO (see item 7 below) may have special usage rights to the Water Park. Section 6.1 of the Declaration on page B-12 provides for possible reimbursement of specified expenses of the Water Park (the “Resort Amenity Fee”). In 2021, the Association Board adopted a rule allowing Unit Owners to decline usage of the Water Park each year and thereby forgo the payment of the Resort Amenity Fee (see page F-2).
5. Maintenance and repair of Units and limited common elements. A Unit Owner is required to repair and maintain the interior of the condominium Unit, along with certain portions of the limited common elements, windows, window glass, screens, and skylights, all exterior doors and door hardware, any part of mechanical systems and utilities exclusively serving the condominium Unit, equipment, fixtures, and appurtenances, and such other repair and maintenance obligations described in the Declaration or the By-Laws. A Unit Owner may enter into agreements for cleaning, maintenance, and repair, including an agreement with a rental management company.
6. Maintenance, repair, and replacement of common elements and limited common elements. Any questions relating to maintenance, repair, and replacement of common elements and limited common elements may be directed to the management company (contact information listed in item 3 above). Repairs and replacements will be funded from Unit Owner assessments or saving account funds. Subject to reimbursement of the expenditure through assessment, the Association may also initially use the reserve funds for purposes of funding repairs and replacements which are extraordinary expenses. The description of the maintenance, repair, and replacement of Common Element obligations is more specifically described in Section 10 of the Declaration on pages B-19 to B-21 and in Article VII of the By-Laws.

7. Rental of Units. Unit Owners can rent Units through various unit rental programs, including the rental programs offered by Sheboygan Resort Operator, LLC (dba Blue Harbor Resort and Conference Center) should they be taking on additional clients or North Shore Property Management Inc., or direct rental by a Unit Owner. Contact information for the rental management program offered by North Shore Property Management Inc. is listed at item 3 above. Contact information for the rental management program offered by Sheboygan Resort Operator, LLC, is Blue Harbor Resort and Conference Center, Attn. General Manager, 725 Blue Harbor Drive, Sheboygan, WI 53081.

Unit Owners renting a Unit other than through a rental management program holding a permit with the City of Sheboygan are required to (a) inform the Board of Directors of the intent to rent independently, (b) obtain required permits from the City of Sheboygan, and (c) pay the City room tax on all rentals.

The Board of Directors has taken the position that documents governing the Blue Harbor Resort Condominium (the “Condominium”) prohibit any individual from continuously occupying a unit in the Condominium for a period exceeding 29 days (the “29-Day Restriction”) and that such 29-Day Restriction therefore prohibits owner-occupancy of any unit in the Condominium or the lease or rental of any unit in the Condominium by any individual that exceeds 29 days. The Board held a Special Meeting of the unit owners of the Condominium on August 23, 2022 (the “Special Meeting”), which in part sought the unit owners’ ratification of the Board of Directors’ policy of enforcing on a going-forward basis the 29-Day Restriction on all Units in the Condominium and all individuals occupying any Unit in the Condominium. At the Special Meeting, a request was made by a unit owner to delay the vote on the unit owners’ ratification of the Board of Directors’ policy concerning the 29-Day Restriction for thirty days, which the Board agreed to do. Before the Board was able to reconvene all unit owners to vote on the issue, the Association was served with a lawsuit filed by certain unit owners in the Circuit Court for Sheboygan County, Wisconsin captioned as *Jennifer Munnik, et al. v. Blue Harbor Resort Condominium Association, Inc., et al.*, Case No. 22-CV-512 (the “Lawsuit”). In the Lawsuit, the Plaintiffs seek (i) judgment declaring that the 29-Day Restriction is no longer valid and enforceable against any unit owners in the Condominium and (ii) an order permanently enjoining the Association from asserting or claiming that the 29-Day Restriction is enforceable against the unit owners in the Condominium. The Association disputes the Plaintiffs’ requested relief, and instead contends in the Lawsuit that the 29-Day Restriction is a valid and enforceable use restriction against each of the units in the Condominium, denies that the Plaintiffs are entitled to receive any of the relief that they seek in the Lawsuit, and seeks a judgment declaring that the 29-Day Restriction is enforceable against all Units and all individuals occupying or owning a Unit in the Condominium. Thus, if the Association prevails in the Lawsuit, the 29-Day Restriction will prohibit any individual, including the unit owners themselves, from continuously occupying any Unit in the Condominium for a period exceeding 29 days. If nothing changes, the Lawsuit (after exhaustion of all appeals) will resolve the issue of the validity and enforceability of the 29-day Restriction against each of the units in the Condominium, one way or the other. Pending resolution of the Lawsuit, the Board of Directors maintains its position that the documents governing the Condominium prohibit any individual from continuously occupying any unit in the Condominium for a period exceeding 29 days, including but not limited to any unit owners, and it expects all unit owners, their guests, and their tenants to comply with this restriction pending resolution of the Lawsuit.

8. Unit alterations. The rules, restrictions, or procedures governing a Unit Owner's authority to alter the Unit or use limited common elements are described in the Declaration, the By-Laws, and the Rules and Regulations.

9. Parking. Public street and surface parking is available to Unit Owners.

10. Pets. No animals of any kind, except animals assisting the disabled or as required by law in order to comply with the Americans with Disabilities Act (ADA), shall be permitted in any Unit or in or on any of the Common Elements at any time.

11. Reserves. The Association maintains funds for working capital and for the payment of extraordinary expenses, including those relating to repairs and replacement of Common Elements beyond routine maintenance. The restricted reserve fund is required to have a balance of at least two (2) times the monthly assessments. (The amount of the restricted reserve fund balance as of the last update of this Executive Summary is \$200,000.00. This is in addition to the funds in the unrestricted savings account which have also been set aside for working capital and for repairs and replacement of Common Elements.)

12. Fees on new Units. Provisions relating to fees on new Units are no longer applicable since the period of Declarant's control expired more than ten (10) years ago.

13. Amendments. A Unit purchaser's rights and responsibilities may be altered by an amendment of the Declaration (as described in Section XVII on pages B-28 and B-29) or the By-Laws (as described in Article XI on page C-18).

14. First right of purchase. No person, including the Association, has a first right to purchase the Unit.

15. Transfer fee. The association does not charge a fee in connection with a transfer of ownership of the Unit.

16. Disclosure material fee. The Association does not charge a fee for providing an electronic copy of the Disclosure Materials.

17. Payoff statement fee. The Association does not charge a fee for providing a payoff statement under Section 703.335, Wis. Stats., and containing only the information described in the statute. The Association does not charge a fee for providing a condominium certificate to Unit Owners, real estate agents, title insurance companies, and other parties, as long as the payoff statement is on the standard form adopted and approved by the Board of Directors. The Association charges the applicable Unit Owner a fee of \$200.00 for providing each condominium certificate or document (other than a Section 703.335 payoff statement) on a form which has not been adopted and approved by the Board of Directors as a standard form.

Declaration of Blue Harbor Resort Condominium

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for
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DECLARATION OF
BLUE HARBOR RESORT CONDOMINIUM

Document Number

Document Title

FOR EXHIBIT SEE V 14 P 8-12
Doc # 1738056

1738057

SHEBOYGAN COUNTY, WI
RECORDED ON

05/29/2004 08:52AM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 105.00
TRANSFER FEE:

STAFF ID 2
TRANS # 45537

OF PAGES: 49

Recording Area

Name and Return Address

WTS

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. **Note:** Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/06

SCE-3122

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BLUE HARBOR RESORT CONDOMINIUM

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DECLARATION
OF
BLUE HARBOR RESORT CONDOMINIUM

This Declaration is made as of the 24th day of June, 2004 by Blue Harbor Resort Condominium, LLC, a Delaware limited liability company.

Declarant, as defined below, has a leasehold interest in the real property located in the City of Sheboygan, Sheboygan County, Wisconsin, more particularly described in **EXHIBIT A**, pursuant to a ground lease between the Redevelopment Authority of the City of Sheboygan, Wisconsin, as lessor, and Declarant, as lessee, dated February 3, 2004, recorded in Sheboygan County land records February 5, 2004, as Document No. 1722903, together with all rights appurtenant thereto and with any and all improvements now or subsequently placed thereon and any and all rights appurtenant to such improvements. Declarant hereby submits Declarant's leasehold interest in the Property, as defined below, to the Condominium form of ownership as provided in the Wisconsin Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes. All provisions hereof shall be deemed to run with the land, subject to the Ground Lease, as defined below, and shall constitute benefits and burdens to Declarant, its successors and assigns, and to all parties, now, and hereafter having any interest in the Property. The Property and any and all improvements now or subsequently placed thereon, and any and all easement rights and appurtenant rights belonging thereto, shall be known and described as the Blue Harbor Resort Condominium with an address of 606 Illinois Avenue, Sheboygan, Wisconsin.

SECTION I
DEFINITIONS

1.1. **Defined Terms.** The following terms shall be defined as follows:

- (a) "Act" means Chapter 703 of the Wisconsin Statutes and known as the Condominium Ownership Act, as amended from time to time.
- (b) "Additional Property" means the real property, and any improvements thereon, described on **EXHIBIT B** which may be added in whole or in part at any time within ten (10) years of the date of this Declaration to the Condominium in accordance with the provisions of this Declaration and the Act.
- (c) "Allocated Interest" means the undivided percentage interest in the Common Elements from time to time of each Unit, determined as set forth in Section 5 and on **EXHIBIT C**.
- (d) "Articles" means the Articles of Incorporation of the Blue Harbor Resort Condominium Association, Inc., as the same may be amended, modified or supplemented from time to time.
- (e) "Assessments" refers to both General Assessments and Special Assessments and means the amounts determined by the Association to be due with respect to a Unit for Common Expenses and other expenses as set forth in Section 6.

- (f) "Association" means the Blue Harbor Resort Condominium Association, Inc., a Wisconsin not-for-profit corporation.
- (g) "Authority" means the Redevelopment Authority of the City of Sheboygan, Wisconsin.
- (h) "Board of Directors" means the governing body of the Association.
- (i) "Building" means the structures containing the Units which are situated on the Property.
- (j) "Building Plans" means the plans attached hereto and made a part hereof as **EXHIBIT D** and any supplemental plans thereto.
- (k) "Bylaws" means the Bylaws of the Association, as the same may be amended, modified or supplemented from time to time.
- (l) "City" means the City of Sheboygan, Wisconsin, a municipal corporation, its successors and assigns.
- (m) "City Documents" means the Condominium Ground Lease, the Development Agreement, and the Restrictive Covenants and Cross Easement Agreement.
- (n) "Common Elements" refers to the "General Common Elements" and the "Limited Common Elements," collectively, and means all of the Condominium other than the Units.
- (o) "Common Elements Management Agreement" means the written agreement entitled Amended and Restated Blue Harbor Resort Condominiums Common Elements Management Agreement among Declarant, Resort LLC, the Association, and the individual Unit Owners for the management of the Condominium dated June 25, 2004.
- (p) "Common Expenses" means all of the expenses of the Association.
- (q) "Condominium" means the Blue Harbor Resort Condominium.
- (r) "Condominium Documents" consist of the Articles, Bylaws, Rules and Regulations, Plans, Plat maps, Common Elements Management Agreement, this Declaration, Development Agreement, the Condominium Ground Lease, and the Restrictive Covenants and Cross Easement Agreement.
- (s) "Condominium Ground Lease" means the lease for the Property between Declarant and the Authority dated February 3, 2004, and recorded February 5, 2004 in the Sheboygan County, Wisconsin land records, as Document No. 1722903, as the same may be amended, modified or supplemented from time to time.
- (t) "Declarant" means Blue Harbor Resort Condominium, LLC, a limited liability company organized pursuant to the laws of the State of Delaware.

- (u) "Declaration" means this Declaration of Blue Harbor Resort Condominium.
- (v) "Development Agreement" means the written agreement describing, among other things, the development rights and obligations between the City, the Authority, Declarant and others for the development of the Property, as the same may be amended, modified or supplemented from time to time.
- (w) "General Assessments" means those Assessments made to meet Common Expenses as described in Section 6 and are not Special Assessments.
- (x) "General Common Elements" means those parts of the Condominium as described in Section 2.4.
- (y) "Limited Common Elements" means those portions of the Common Elements reserved for the exclusive use of one or more but less than all of the Unit Owners.
- (z) "Managing Agent" means any entity employed by the Association to perform duties and services for the Condominium in accordance with the Act or the Condominium Documents.
- (aa) "Mortgage" means any recorded mortgage or land contract encumbering a Unit.
- (bb) "Mortgagee" means the holder of any recorded Mortgage encumbering one or more of the Units or a land contract vendor.
- (cc) "Member" means every Unit Owner, who by his status as a Unit Owner is also a Member of the Association.
- (dd) "Membership Roster" means the list of all Unit Owners entitled to vote at all general and special meetings.
- (ee) "Plat" means the Plat of Survey, attached hereto as EXHIBIT E, of the Condominium being recorded pursuant to the Act simultaneously with and constituting a part of this Declaration, as the same may be amended, modified or supplemented from time to time.
- (ff) "Property" means the real property as described on EXHIBIT A, and any amendments thereto. In the event the Condominium is expanded, the term "Property" shall also include those portions of the Additional Property described on EXHIBIT B onto which the Condominium is expanded from time to time.
- (gg) "Resort" means the Blue Harbor Resort and Conference Center, a hotel and waterpark resort adjacent to the Property.
- (hh) "Resort LLC" means Blue Harbor Resort Sheboygan, LLC, a Delaware limited liability company, together with its successors and/or assigns.

(ii) "Restrictive Covenants and Cross Easement Agreement" means the South Pier District Restrictive Covenants and Cross Easement Agreement dated as of July 30, 2003, attached hereto as EXHIBIT G, as the same may be amended, modified or supplemented from time to time.

(jj) "Rules and Regulations" means the Rules and Regulations adopted by the Declarant, and as amended from time to time by the Board of Directors.

(kk) "Special Amendment" means an amendment to this Declaration made pursuant to Section 17.2 of this Declaration.

(ll) "Special Assessment" means any assessment made against the Unit Owner and his Unit which is not a General Assessment and is assessed against a Unit Owner and his Unit for expenses incurred by the Association.

(mm) "Unit" means a part of the Condominium intended for private use by the Unit Owner.

(nn) "Unit Owner" means any natural person, Declarant, corporation, partnership, association, trust or other entity capable of holding title to real property, or any combination thereof which holds legal title to a Unit or has equitable ownership to a Unit as a land contract vendee, but does not include any Mortgagee before such Mortgagee takes title to a Unit by foreclosure or process in lieu thereof, all of whom, however, are subordinate and subject to, the Condominium Ground Lease.

(oo) "Voting Rights Schedule" means the allotment of voting rights as described on EXHIBIT F.

SECTION II DESCRIPTION

2.1. Description of Buildings. The approximate location and dimensions of the Buildings in which the Units will be located is shown on the Plat and the Building Plans.

2.2. Description of Units. The Condominium shall consist of up to sixty-four (64) Units in up to sixteen (16) four-unit Buildings. Each Unit shall be identified as indicated on the Plat of Survey. The following shall be the boundaries of the Units:

(a) Vertical Boundaries. The vertical boundaries of a Unit shall be the vertical planes of the interior surface of the dry wall, wood, or plaster perimeter walls bounding any such Unit.

(b) Horizontal Boundaries. The horizontal boundaries of the Unit shall be:

(i) Upper Boundary. The upper boundary of a Unit is the horizontal plane, or in the event of a loft ceiling, the plane(s) formed by the angle(s) of such loft ceiling, of the bottom surface of the dry wall, wood or plaster perimeter ceiling bounding any such Unit.

(ii) Lower Boundary. The lower boundary of a Unit is the horizontal plane of the top surface of the tile, carpet, vinyl or wood perimeter flooring bounding such Unit.

(c) Additional Items: Each Unit shall include the following, if any are present:

(i) the air conditioning, heating and hot water systems and equipment, any interior chutes, flues, exhaust fans, ducts, conduits, wires, cables, electrical, security, telephone, television and other communication systems, water, sewer and gas laterals, and all other utility lines and distribution systems exclusively serving the Unit, lock closets, medicine cabinets, built-in shelving which lies partially within and partially outside of the designated boundaries of a Unit, and any portions thereof exclusively serving that Unit shall be deemed a part of that Unit, while any portions thereof, serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements; all interior walls and partitions; and all fixtures and improvements, including, without limitation, sinks, bathtubs and other plumbing facilities within the Unit; and

(ii) all exterior doors (including doors to any patio or deck serving the Unit, front and rear entrance doors serving the Unit) and any and all hardware, including without limitation, door locks, hinges and related mechanical systems, if any, associated with such doors, all windows, screens and sky lights.

2.3. Limited Common Elements. The Limited Common Elements include:

(a) all parking spaces designated for use by Unit Owners;

(b) all storage areas, if any, designated for use by Unit Owners;

(c) any exterior light, mailbox, chimney, dormer or vent or similar appurtenance exclusively serving a Unit or Units whether located within or outside of the designated boundary lines of a Unit; and

(d) all floor, wall and ceiling coverings, adjacent patio or deck exclusively serving a Unit or Units.

2.4. General Common Elements. The General Common Elements consist of the entire Condominium, except the Units and the Limited Common Elements, and includes, without limitation, the following:

(a) all entrances to the Property, driveways, parking area drive lanes, roadways, sidewalks, common walkways, pathways, bike paths, access steps, landings, hallways, landscaped areas;

(b) all footings, foundations, beams, interior and exterior walls, elevators, roofs, floors and structural supports of the Buildings (except those areas described in Section 2.2); and

(c) all exterior ducts, lines, poles, posts, pipes, wires, cables, conduits and other apparatus relating to water distribution, drainage, electrical, telephone, cable television, master television, security and communication systems, gas, sewer, heating, air conditioning and plumbing systems.

2.5. Declarant's Right to Change Plans. Subject to obtaining the appropriate and necessary governmental approvals, Declarant reserves the right to change the layout, location, dimensions and construction details of the Units and Common Elements shown on the Plat and Building Plans, provided that such changes shall not substantially alter the nature, value and quality of the Building, Units or Common Elements.

SECTION III USE OF CONDOMINIUM

3.1. Use of Common Elements Other Than Limited Common Elements. Each Unit Owner shall have the right to use the Common Elements, except the Limited Common Elements, as may be required for any purpose, including, but not limited to, ingress and egress to and from and the use, occupancy and enjoyment of the Unit owned by such Unit Owner. Such rights shall extend to the Unit Owner, his family members, employees, agents, guests, tenants and invitees. The use of the Common Elements and the rights of Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act and the Condominium Documents.

3.2. Use of Limited Common Elements. The portions of the Common Elements designated as Limited Common Elements are reserved for the exclusive use of the Unit or Units which they serve. The rights of use herein reserved shall extend to the Unit Owner whose Unit is benefited thereby, his family members, employees, agents, guests, tenants and invitees.

3.3. Limitation. Notwithstanding each Unit Owner's right to use of the Common Elements and Limited Common Elements pursuant to Sections 3.1 and 3.2 above, such use is limited to the time period of each Unit Owner's actual occupancy of his Unit, which occupancy is limited as set forth in Section 12.1, below.

SECTION IV ASSOCIATION OF UNIT OWNERS

4.1. Membership, Duties and Obligations. Each Unit Owner shall be a Member of the Association, which shall be responsible for carrying out, or contracting for the carrying out, of the purposes of this Declaration, including, but not limited to, the management and control of the Common Elements. The Association shall be governed by its Board of Directors in accordance with the Bylaws. Each Unit Owner and the occupants of all Units shall abide by and be subject to all of the duties and obligations of the Act, this Declaration and the Condominium Documents. Each Unit Owner, by purchasing a Unit, hereby authorizes the Association, at the option of the Association, the right to exercise any and all powers afforded the Association pursuant to the Condominium Documents and the Act.

4.2. Voting Rights. The Unit Owners shall have the votes allotted to their respective Units as set forth on the Voting Rights Schedule attached hereto as **EXHIBIT F** and shall be entitled to cast their vote(s) appurtenant to each Unit owned at all meetings of the Association. If

title to a Unit is held by more than one person, then the co-owners of the Unit shall notify, in writing, the Secretary of the Association which individual is entitled to cast the vote(s) on behalf of all co-owners.

4.3. Declarant's Right to Vote. Declarant shall be entitled to cast the votes pertaining to any Unit owned by Declarant, whether constructed, or not constructed. For purposes of this Section IV and notwithstanding any other provision in this Declaration, the Bylaws or any Condominium Document, Declarant is entitled to vote all the votes of any Units it owns.

SECTION V ALLOCATED INTERESTS

5.1. Allocated Interest. Every Unit Owner shall own an undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners and every Unit Owner shall have the right to use and occupy the Common Elements for all purposes which do not violate the Act, this Declaration or the Condominium Documents, which rights shall be appurtenant to and run with his Unit. The Allocated Interest in Common Elements shall be determined by dividing one hundred (100) by the number of Units in the Condominium. Except as otherwise provided in this Declaration, there shall be no partition of the Common Elements and Limited Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the Property is withdrawn from the terms of the applicable statutes regarding Unit ownership or Condominium ownership. There shall be no partition without the prior written approval of the Association and the Authority. If any Unit shall be owned by two or more co-owners as tenants-in-common or as joint tenants, nothing contained in this Declaration shall be deemed to prohibit a voluntary or judicial partition of that single Unit as between such co-owners.

SECTION VI COMMON EXPENSES, ASSESSMENTS AND TAXES

6.1. Common Expenses. The cost of administration of the Association, utilities, insurance (including, but not limited to, individual Unit insurance), taxes, repair, maintenance, operations, replacement, upgrades and other expenses for the Common Elements, along with a maximum of 25% of the costs, expenses, operation, repair, maintenance, replacement and upgrades of the indoor water park facility to be located at the adjacent Resort, as determined by Resort LLC, except as otherwise specified in the Condominium Documents shall be considered Common Expenses and paid for by the Association. The Association shall make Assessments against the Unit Owners, as well as the Units themselves, for such Common Expenses in accordance with and in the manner provided in the Bylaws.

The Assessment obligation appurtenant to a Unit shall commence at the time the Unit is conveyed to a person or entity other than Declarant. No Unit Owner may exempt himself or his Unit from liability for his contribution toward the Common Expenses by waiver of the use of enjoyment of any of the General or Limited Common Elements, by the limitations or restrictions on use of the Unit as described in the Condominium Documents, recorded documents or agreements entered under such documents, by the abandonment of his Unit or otherwise. No conveyance shall relieve the Unit Owner or his Unit of such liability, and he shall be jointly, severally and personally liable along with his grantee in any conveyance for the Common

Expenses incurred up to the date of sale until all such expenses charged to his Unit have been paid.

6.2. Payment of Assessments. All Assessments, when due, together with any interest thereon and actual costs of collection, shall immediately become a personal liability of the Unit Owner and also a lien, until paid, against the Unit to which charged, if a statement of lien is filed within two years after the date the Assessment becomes due. The lien is effective against a Unit at the time the Assessment becomes due regardless of when within the two-year period it is filed. Any statement of lien shall be filed in the land records of the Clerk of Court of Sheboygan County, Wisconsin stating the description of the Unit, the name of the record owners, the amount due and the period for which the Assessment was due. The statement of condominium lien shall be signed and verified by an Officer of the Association, or the Managing Agent, as specified in the Bylaws and then shall be filed. On full payment of the Assessment for which the lien is claimed, the Unit Owner shall be entitled to a fileable satisfaction of the lien. If Sheboygan County, the City, or the Authority becomes the owner of a Unit because of a tax delinquency, Section 703.16(6) of the Wisconsin Statutes, or any successor statute, controls with respect to Assessments and the enforcement of liens against Sheboygan County, the City and the Authority.

6.3. Assessment for Common and Other Expenses. General Assessments shall be made against the Unit Owners and the Units at the beginning of each fiscal year of the Association to meet estimated Common Expenses of the Association for the ensuing year and shall be payable in twelve (12) monthly installments, in advance, on the first day of each month, or as otherwise determined by the Association, or its delegee. Special Assessments for expenses incurred by the Association which relate to the Unit, Limited Common Elements, or for any reason stated herein, shall be made against the Unit Owners and the Units at any time the Board of Directors deems advisable. The Association shall have the authority to modify Assessments, from time to time, during any fiscal year. In the event of delinquency in payment, the Association may, as provided for in the Bylaws, assess penalties and interest, and may accelerate Assessments remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association.

6.4. Purchaser of Unit. Any purchaser of a Unit is entitled to a statement from the Board of Directors of the Association setting forth the amount of unpaid Assessments against the seller. The statement shall be supplied to the purchaser within fifteen (15) days, excluding Saturdays, Sundays and holidays, after such a request. The purchaser shall be liable for, and the Unit conveyed shall be subject to, any unpaid Assessment of the Seller in the amount set forth in the statement.

6.5. Enforcement of Lien. The Association shall have the right to enforce any lien for unpaid Assessments, shall have all of the rights and remedies provided for in Section 703.16(8) of the Act or any successor statute and shall exercise those rights and remedies as the Board of Directors deems appropriate. The amount of any lien claim shall include interest on the unpaid portion of an Assessment, costs of collection and reasonable attorneys' fees.

6.6. Real Estate Taxes. Real estate taxes shall be taxed separately to each Unit Owner for his Unit and his Allocated Interest in the Common Elements. Declarant shall be responsible for paying all real estate taxes assessed against any Unit which it owns. In the event the

Association is assessed for real estate taxes on any Unit, then the Unit Owner who owns the Unit for which the Association is assessed shall pay the real estate taxes.

SECTION VII EASEMENTS AND ENCROACHMENTS

7.1. Utility Easements. Easements are hereby declared and granted for the benefit of Declarant, Unit Owners and the Association and reserved for Declarant, its successors and assigns, and the Association for utility purposes, including without limitation, the right to install, lay, maintain, repair and replace water, sewer and gas mains and laterals, telephone wires and equipment, cable, security and communication system and equipment, and electrical conduits and wires and equipment, over, under, along and within any part of the Common Elements or a Unit. Notwithstanding the foregoing provisions of this Section 7.1, unless otherwise approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by Declarant to a grantee other than Declarant, or so as not to materially interfere with the use, occupancy or value of the Unit.

7.2. Declarant's Easements. Notwithstanding anything to the contrary in this Declaration or any of the Condominium Documents, Declarant reserves a perpetual, alienable and non-exclusive easement for itself and its duly authorized agents, representatives, and employees, over portions of the Common Elements and on the Additional Property, including, but not limited to, private roadways, drives and pathways, parking areas, lawns and yards, and any Units owned by Declarant for pedestrian and vehicular ingress and egress into and from any and all portions of the Condominium and Additional Property and for construction, renovation and expansion on the Property and Additional Property or within any Unit or for related purposes including, but not limited to: storing, installing, utilizing or operating tools, machinery, equipment, building materials, appliances, supplies and fixtures; maintaining and correcting drainage of surface, roof or storm water; cutting any trees, bushes, or shrubbery; grading the soil; constructing buildings; or taking any other action reasonably necessary. In the event Declarant exercises its rights under this Section, Declarant shall, upon completion of the construction, promptly restore the affected property as closely as possible to the condition it was in prior to the construction, except in the case of renovation, remodeling or expansion. Each Unit Owner hereby acknowledges and accepts that the activities of Declarant may temporarily impair the view and cause inconveniences to the Unit Owners, including, but not limited to noise, dust, debris, temporary access, storage of construction equipment and materials, and impair the use of Common Elements and Limited Common Elements.

7.3. Easement to Facilitate Sales. Declarant reserves the right to use any Units owned or leased by Declarant as models, management offices or sales offices. Declarant reserves the right to relocate the same from time to time within the Property. Declarant further reserves the right to maintain on the Property such advertising and sales-related signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of Declarant. Declarant shall have the right to restrict the use of certain Common Elements for sales purposes and to use such spaces for sales and model purposes. Further, Declarant shall have the right to erect, maintain, relocate and remove temporary offices on the Property. This easement shall continue until Declarant has sold all the Units it owns and also applies to the Additional Property.

7.4. Support Easement. Each Unit shall have an easement for structural support over every other Unit in the Building in which it is located and in the Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Building in which it is located and the Common Elements.

7.5. Common Elements Easement. The Common Elements are hereby made subject to the following easements in favor of the Units benefited:

(a) for the installation, repair, maintenance, use, removal and/or replacement of air conditioning, heating and hot water systems and equipment, any chutes, flues, exhaust fans, ducts, conduits, wires, cables, electrical, security, telephone, television and other communication systems, water, sewer and gas mains and laterals, and all other utility lines and distribution systems, to the extent any such system or that portion of a system serves a particular Unit or is necessary for service to a Unit;

(b) for the installation, repair, maintenance, use, removal and/or replacement of components of Units including, but not limited to, lighting fixtures, electrical receptacles, panel boards and other electrical installations, plumbing lines and equipment, and heating and cooling equipment, which are a part of, or serve, any Unit but which encroach into a part of a Common Element adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building, impair or structurally weaken the Building and the disturbed area of the Common Element is reasonably restored to its prior condition; or

(c) for the maintenance of the encroachment of any item specified in Section 7.5(b) above, lighting devices, outlets, medicine cabinets, shelving, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Elements.

7.6. Unit Owner's Grant of Easement. By acceptance of a deed of conveyance, each Unit Owner thereby grants a right of access to his Unit, including without limitation the right of access provided by Section 703.32 of the Act, or any successor statute, to the Board of Directors or the Managing Agent, their respective agents and employees, for the purpose of exercising their respective powers and responsibilities, including, without limitation, making inspections, correcting any condition originating in a Unit and threatening another Unit or the Common Elements, performing installations, alterations, renovations or repairs to any or all portions of a Unit including, but not limited to, the mechanical, plumbing or electrical services, flooring, cabinetry, drywall, windows, doors, appliances, fixtures, countertops, vanities, toilets, tubs and enclosures, shelving or the Common Elements in a Unit or elsewhere in the Condominium, or to correct any condition which violates the provisions of this Declaration and any of the Condominium Documents; provided, that notices of entry are made in reasonable advance, regardless of whether such entry is at a time reasonably convenient to the Unit Owner. Notwithstanding the foregoing, in case of an emergency, such right of entry shall be immediate and without notice, regardless of whether the Unit Owner is present at the time. Any exercise of the rights herein conferred to the extent practicable shall be in a manner so as not to interfere unreasonably with the use of a Unit.

7.7. Access Easements. Declarant, its successors, assigns, employees and agents, hereby reserve a perpetual and non-exclusive easement on, over and through any and all walkways and pathways, and private roadways or drives at any time a part of the Condominium for pedestrian and vehicular ingress and egress, into and from any and all portions of the Condominium, and for purposes of constructing walkways, pathways, roadways, drives, or any other similar form of ingress or egress, and on, over and through any portion of the Condominium, except portions occupied by structural improvements.

7.8. Restrictive Covenants and Cross Easements. By acceptance of a deed of conveyance, each Unit Owner agrees to abide by the terms, conditions, restrictions, covenants and easements set forth in the Restrictive Covenants and Cross Easement Agreement.

7.9. Binding Effect. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on the undersigned, their successors and assigns, and on all Unit Owners, purchasers and Mortgagees and their heirs, executors, administrators, successors and assigns for so long as the Ground Lease is in effect. The Association and Declarant shall have the authority to execute all documents necessary to carry out the intent of this Section.

7.10. Encroachments. In the event that by reason of construction, reconstruction, settlement or shifting of any Building, or the design or construction of any Unit, any part of the Common Elements shall at any time encroach upon any part of any Unit, or any part of any Unit shall at any time encroach upon any part of the Common Elements or any Unit shall at any time encroach upon part of any other Unit, an easement for the continuation and maintenance of such encroachment is hereby established and shall exist for the benefit of such encroaching Unit or Common Element so long as all or any part of the Building containing such Unit, or Common Element shall remain standing; provided, however, that in no event shall an easement for any encroachment be created in favor of the owner of any Unit if such encroachment occurred due to willful and knowing conduct of said owner.

7.11. Title Exceptions. The Condominium is presently subject to those additional title exceptions as listed on EXHIBIT H attached hereto. Additional title exceptions may be added in the future.

SECTION VIII MORTGAGE

8.1. Separate Mortgages of Units. No Unit Owner shall have the right or authority to mortgage or otherwise encumber the Property or any part thereof; provided, however, that each Unit Owner shall have the right to mortgage or encumber his own Unit subject to the Condominium Documents including, but not limited to, the Ground Lease and the Condominium Mortgage.

8.2. Mortgagees. When a Mortgage is delivered by a Unit Owner to the Mortgagee, the Unit Owner shall simultaneously notify, in writing, the Managing Agent of the name and address of such Mortgagee. Upon receipt of such notice, the Secretary of the Association shall notify the insurer providing the insurance for the Association as set forth in Section 13 of the Mortgagee's name and address.

8.3. Roster of Mortgagees. The Managing Agent may maintain a roster of Mortgagees from information received by the Unit Owners and Declarant. The roster shall state the name and address of each Mortgagee. Each Mortgagee shall advise the Association and the Managing Agent, if any, as to the priority of its lien on the Unit.

8.4. Liens. The liens for Assessments created under the Act or pursuant to the Declaration or the Bylaws upon the Unit shall be subject and subordinate to and shall not affect liens for general and special taxes, all unpaid sums on any Mortgage recorded prior to the making of the Assessment, including, but not limited to, the Mortgages to the Authority and Declarant's Mortgagee, mechanic's liens filed prior to the making of the Assessment and all unpaid sums on any loan made by the Veterans Administration under Section 45.79 of the Wisconsin Statutes or any successor statute.

8.5. Mortgagee in Possession. A Mortgagee of any Unit who comes into possession of the Unit pursuant to the remedies provided in the Mortgage shall take the Unit free of any claims for unpaid Assessments or charges against the Unit which accrued prior to the time such Mortgagee comes into possession of the Unit provided that such unpaid Assessments were not unpaid at the time the Mortgage was recorded.

8.6. Rights of Mortgagees. Each Mortgagee, its agent or representative, the City and Authority, upon written request to the Board of Directors and Managing Agent, and upon payment of a reasonable cost therefor, shall be entitled thereafter to the following:

- (a) notice of any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under this Declaration or any of the Condominium Documents which is not cured within thirty (30) days;
- (b) notice of any default by Declarant in the performance of its obligations under any of the Condominium Documents;
- (c) copies of budgets, notice of any Assessments, correspondence, written information, or any other notices or statements provided under this Declaration by the Board of Directors to the Unit Owner;
- (d) copies of any financial statements of the Association which are distributed to the Unit Owners;
- (e) copies of notices of meetings of the Unit Owners and the right to be represented at any such meetings by a designated representative;
- (f) notice of damage in excess of \$50,000.00 to or destruction of any Unit subject to the Mortgage or any damage to the Common Elements in excess of \$200,000.00;
- (g) notice of any pending or threatened condemnation or eminent domain proceedings with respect to any part of the Property;

- (h) a notice that payment of the premium is more than ten (10) days late and notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association or any entity responsible for managing the Condominium within ten (10) days prior to any such lapse, cancellation or material modification;
- (i) notice of any proposed action which would require the consent of Mortgagees pursuant to the Act, or would require the consent of the City or Authority pursuant to the Condominium Documents;
- (j) the right to examine the books and records of the Association at any reasonable time and to audit the same at its sole cost;
- (k) notice of any Assessment or any other charges levied by the Association which is more than sixty (60) days past due;
- (l) notice of any judgment which is rendered against the Association; and
- (m) the right to cure a default in the payment of any Assessment; such right to cure shall not exceed ten (10) days after written notice thereof is provided to the Mortgagee.

Unless otherwise stated, the above notices shall be provided to the Mortgagee within a reasonable time after the occurrence of the event which requires a notice to be given by the Association.

8.7. Restrictions on Actions of Association. The Association may not take any of the following actions:

- (a) encumber the Common Elements;
- (b) assign the future income of the Association, including its right to receive any Assessments;
- (c) undertake the management of the Condominium without a Managing Agent; or
- (d) take any other action prohibited by the Condominium Documents.

No provision contained herein shall be deemed to limit the Association's power to grant any easements over the Common Elements to effectuate the obligations of the Association provided in, and so long as, such easements comply with the requirements of the Condominium Documents, including, but not limited to, EXHIBIT G.

8.8. Application and Effect. Subject to the approval of the City and the Authority, the provisions of this Section 8 shall supersede any inconsistent provision or provisions of this Declaration, the Bylaws or the Rules and Regulations; provided, however, that said provisions shall not be deemed to limit or expand the following:

- (a) the right granted to Declarant to subdivide or relocate the boundaries of Units;
- (b) the rights of any Unit Owner and his Mortgagee with respect to matters solely affecting such Unit and/or Mortgagee; and/or
- (c) the exercise or termination of the right of Declarant to expand the Condominium pursuant to this Declaration, which exercise or termination shall not require the consent of any Unit Owner or Mortgagee.

8.9. Amendment to Declaration. No amendment to this Declaration shall affect the rights of a Mortgagee whose interest was recorded prior to the recordation of any such amendment, unless Mortgagee consents to the amendment.

SECTION IX BOUNDARY RELOCATION AND SUBDIVISION OF UNITS

9.1. Subdivision and Relocation of Unit Boundaries. Unit Owners may not subdivide Units nor relocate Unit boundaries.

SECTION X MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM

10.1. Responsibility of Unit Owners.

(a) Each Unit Owner, at his sole expense, shall be responsible for keeping his Unit, including, without limitation, the items identified in Section 2.2 and all of the equipment, fixtures and appurtenances located on or upon the Unit in good order, condition and repair and in a clean and sanitary condition. Without in any way limiting the foregoing obligation, each Unit Owner hereby grants the Association power of attorney to enter into contracts for cleaning, maintenance and repair of their respective Units.

(b) Notwithstanding Section 10.1(a), or anything to the contrary stated herein, the Association shall be responsible for the maintenance and repair of all Common Elements.

(c) Notwithstanding Section 10.1(a), for purposes of uniformity, the Association shall replace, repair, paint, maintain and adorn external features such as the items identified in Section 2.2(c)(ii) and other similar items which are visible from the Common Elements and portions of any conduits, wires, cables, water, sewer and gas mains and laterals and all other utility lines and distribution systems lying above or under any Common Element; provided, however, the Unit Owner who owns the Unit of which such items are a part or service, shall pay the cost incurred by the Association in replacing, repairing, painting, maintaining and adorning such items.

(d) Each Unit Owner shall at all times maintain the temperature of his Unit in accordance with the Rules and Regulations.

(e) Each Unit Owner shall be solely responsible for the cost of repair of any damage to the Condominium caused by the Unit Owner's failure to discharge his obligations pursuant to this Section 10.1. If a Unit Owner fails to discharge his obligations pursuant to this Section 10.1, then the Association shall have the right, but not the obligation, to discharge such obligations on behalf of such Unit Owner and if any of the costs so incurred by the Association are not promptly repaid to the Association, then the Board of Directors shall assess a Special Assessment against the Unit for such expense.

10.2. Responsibility of Association. The Association, or its delegee, shall be responsible for the management and control of the Common Elements and shall cause the same to be maintained, repaired and kept in good condition, order and repair. Without in any way limiting the foregoing, the Association shall be responsible, at the expense of the Association (unless necessitated by the negligence or misuse of a Unit Owner or as set forth in Paragraph 10.1(e) above, in which case such expense shall be charged to such Unit Owner), for the following:

(a) all painting, repairing, restoration, general maintenance and decorating of Building exteriors, walls, doors, windows and roofs;

(b) lawn care, including landscaping, fertilizing, watering, weed control, tree pruning, grass cutting, edging and trimming, as required;

(c) snow and ice removal from paved sidewalks, driveways and parking areas of the Property;

(d) maintenance, repair or restoration of sidewalks, walkways, driveways and parking areas of the Property;

(e) maintenance, repair and replacement of electrical wiring, lighting, heating and air conditioning systems and pipes and ducts in Common Elements;

(f) purchase, maintenance, repair, replacement and storage of equipment and materials required to accomplish the foregoing; and

(g) maintenance and repair of the floor joist and/or the unimproved cement floor of the lower most floor of each Unit; provided, however, the Unit Owner shall be responsible for the maintenance and repair of any floor covering material which covers the floor joist or the cement floor.

10.3. Repair and Replacement Standards. All repairs and replacements shall, to the extent reasonably possible, be done in a manner which is substantially similar to the quality and appearance of original construction and installation.

10.4. Alterations to Unit. A Unit Owner is prohibited from making any alteration, installation, removal, reconstruction or repair to his Unit which might impair the structural integrity or value of the Building or any mechanical or electrical system therein; or adversely affect either the thermal or acoustical character of the Building; or impair any easement

appurtenant to any Unit or the Condominium; or violate this Declaration, any Condominium Document, or any applicable law, ordinance or governmental rule, regulation or order. All work done in connection with alteration to the Unit shall be completed in a good, workmanlike manner and free from all liens. Any Unit Owner who makes any alterations to his Unit shall indemnify and hold harmless the other Unit Owners, the Board of Directors, Declarant and the Association from and against all claims of third parties for personal injury or property damage from work performed in connection with any alterations.

10.5. Exterior Alterations. A Unit Owner is prohibited from making any alteration, installation, removal, reconstruction or repair to the exterior of the Building in which his Unit is located.

10.6. Damage to Units and to Common Elements. In the event that the Association, or any individual or entity acting on behalf of the Association, damages any portion of a Unit or Common Element while making any repair or renovation to any portion of a Common Element, then the Association shall be responsible for promptly repairing and restoring any portion of any such Unit or Common Element to the condition in which it existed prior to the Association's actions. In the event that any Unit Owner, or any individual or entity acting on behalf of any Unit Owner, damages any portion of a Common Element while making a repair or renovation to his Unit, then the Association shall be responsible for promptly repairing and restoring the portion of the Common Element which was damaged to the condition in which it existed prior to such event and the Unit Owner shall be responsible for paying the cost incurred by the Association in repairing and restoring the Common Element.

SECTION XI REPAIR OR RECONSTRUCTION

11.1. Repair or Reconstruction of Condominium. In the event of fire, damage or any other casualty to any part of the Condominium which would cause the improvements located on the Property (not including the value of the land) to have a fair market value less than \$10,000,000.00, subject to the rights of Declarant's mortgagee, the Association shall rebuild, repair and replace the Condominium to the condition it was in immediately prior to the casualty; provided, however, if a Default, as that term is used in the Development Agreement, has occurred and is continuing related to the Condominium, under the Condominium Ground Lease, or under any other Condominium Documents, then subject to the rights of Declarant's mortgagee, the City or the Authority may elect not to permit the Condominium to be rebuilt, repaired or replaced, in which event, insurance proceeds shall be paid first to the City and the Authority, then to each Mortgagee and Unit Owner, as to their respective interests may appear.

11.2. Eminent Domain. In the event of the taking of all or part of the Property under the power of eminent domain, any damages shall be awarded as provided in Section 703.19(3) of the Wisconsin Statutes.

(a) Taking of Common Elements. Following the taking of all or a part of the Common Elements, the Association shall promptly undertake to restore the affected Common Elements to a condition equivalent to, or compatible with, the balance of the Property. Any costs of reconstruction in excess of the condemnation award shall be a Common Expense payable by the Unit Owners in proportion to their Allocated Interest.

However, if the value of the taking exceeds the value of the remaining Common Elements to the extent that, in the judgment of the Association, reconstruction or restoration is not practical, the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having eighty percent (80%) or more of the vote in the Association, and the written consent of the City and Authority. Each Unit Owner whose Unit is subject to a Mortgage shall first obtain his Mortgagee's written consent to the Unit Owner's intended vote. In the case of partition, the net proceeds of sale, together with any net proceeds of the award of taking, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Allocated Interests and shall be distributed in accordance with the priority of interests in each Unit. Any Mortgagee may require that the net proceeds of the award from any taking, payable to the Unit Owner who granted the Mortgagee its Mortgage, be paid directly to a trustee designated by the Mortgagee.

(b) Taking of Unit. Following a taking of all or substantially all of one or more Units, such that the restoration or reconstruction of the Unit or Units is not practical, the affected Unit Owners and their Mortgagees, if any, as their respective interests may appear, shall be entitled to receive the full amount of the award for the taking of their Units. The affected Unit Owners shall thereupon release and relinquish any and all interests in their Units, the Condominium Property, and the Common Elements of the Condominium. The remaining Unit Owners shall thereafter file an amendment to this Declaration which would change the description of Property and improvements subject to the Declaration and the portion of the property designated as Units and Common Elements and change the Allocated Interest appurtenant to each Unit.

(c) Taking of a Portion of a Unit. In the event that a portion of any Unit is taken and the Unit is repaired or reconstructed, the Allocated Interests and vote appurtenant to such Unit shall remain unchanged.

11.3. Association as Designated Agent. The Association shall act as the designated agent and/or attorney-in-fact for each Unit Owner and their Mortgagees for the purpose of representing, negotiating and settling any proceeds or awards to be made to the Association or any Unit Owner on account of any casualty damage to the Condominium or eminent domain proceedings which involve the Condominium.

SECTION XII RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

12.1. Use. Declarant, each Unit Owner, and their respective agents, representatives, guests, tenants and invitees shall be subject to the use restrictions set forth in this Declaration and the Condominium Documents including, but not limited to, the Rules and Regulations as amended from time to time, which such restrictions include, without limitation, (i) the restriction imposed by the City's building code in effect on the date of this Declaration that no individual may continuously occupy a Unit for a period exceeding 29 days, and (ii) the restriction that the Building and Units are intended for and restricted exclusively to residential uses; provided, however, that Declarant reserves the right to use each of the unsold Units as a sample, model or sales office or management office for the Condominium.

12.2. Declarant's Right to Transfer. Declarant shall have the right to transfer the Units by deed, land contract or by such other means of conveyance as it may choose, and in the event Declarant shall be required to foreclose or otherwise recover possession of any Unit, Declarant shall be free to dispose of any such Unit by any means Declarant chooses. This Section may not be amended or repealed by the Association.

12.3. Right of First Refusal on Conveyance. No Unit Owner, other than Declarant, shall, at any time, sell, convey, gift or alienate in any manner any Unit unless Declarant is given no less than thirty (30) days prior written notice of the terms of any proposed bona fide sale, conveyance, gift or other alienation, as evidenced by a bona fide written document of conveyance, gift, sale, conveyance, gift or other alienation, together with the name and address of the proposed purchaser or alienee and a true and exact copy of the fully-executed agreement pursuant to which such Unit shall be sold, conveyed, gifted or alienated. Declarant shall have the first right to purchase such Unit upon the terms as evidenced by such agreement, which first right shall be exercisable for a period of thirty (30) days following the date of receipt of the written notice by Declarant of such agreement. If the first right is not exercised by Declarant within said thirty (30) day period, then such Unit Owner may sell, convey, gift or alienate such Unit and improvements only upon the terms of the agreement delivered to Declarant. If Declarant does not exercise its first right and the transaction is not completed upon the same terms as set forth in the agreement delivered to Declarant, then Declarant's first right shall automatically be reinstated without any further notice. If the notice provided to Declarant and the agreement attached thereto provides that the Unit and all improvements thereon will be sold as part of a transaction which includes other real or personal property owned by the Unit Owner or the Unit will be conveyed by a gift, then Declarant will have the right to purchase the Unit and the improvements located thereon in accordance with the provisions of this Section 12.3; provided, however, the purchase price shall be equal to the fair market value of the Unit and the improvements located thereon as determined by an appraiser acceptable to both Declarant and the applicable Unit Owner. If Declarant and the applicable Unit Owner are unable to agree upon an appraiser, then the two appraisers chosen by Declarant and the Unit Owner shall appoint an appraiser to determine the fair market value of the Unit and the improvements located thereon. Notwithstanding any language herein to the contrary, Declarant shall not have a right of first refusal on conveyances (i) pursuant to divorce decrees, (ii) from a Unit Owner to a Unit Owner's trust, (iii) from a Unit Owner's trust to a beneficiary, (iv) pursuant to a will, or (v) from a Unit Owner to an immediate family member (between parent and child, and between siblings) for little or no consideration.

12.4. Involuntary Sale. If any Unit ownership or interest therein is sold at a judicial or execution sale, the person or entity acquiring title through such sale shall, before taking possession of the Unit so sold, give thirty (30) days written notice to Declarant of his intention to do so, whereupon Declarant shall have an irrevocable option to purchase such Unit or interest therein at the same price for which it was sold at said sale. If said option is not exercised by Declarant within thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said Unit.

12.5. Unlawful Use of Condominium or Unit. No unlawful use may be made of the Condominium or any part thereof and each Unit Owner shall strictly comply with all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction. Compliance with

any legal requirements shall be accomplished by and at the sole expense of the Unit Owner or the Board of Directors, as the case may be, whichever shall have the obligation under this Declaration to maintain and repair the portion of the Condominium affected by any such legal requirements. Each Unit Owner shall give prompt notice to the Board of Directors and Managing Agent of any written notice he receives of the violation of any legal requirements affecting his Unit or the Condominium. Notwithstanding the foregoing provisions, any Unit Owner may, at its expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any legal requirements affecting any portion of the Condominium which such Unit Owner is obligated to maintain and repair, and the Board of Directors shall cooperate with such Unit Owner in such proceedings, provided that:

- (a) such Unit Owner shall pay and shall defend, save harmless, and indemnify the Board of Directors, Managing Agent, the Association, Declarant and each other Unit Owner against all liability, loss or damage which any of them respectively shall suffer by reason of such contest and any noncompliance with such legal requirements, including reasonable attorneys' fees and other expenses reasonably incurred;
- (b) such Unit Owner shall keep the Board of Directors and Managing Agent advised as to the status of such proceedings;
- (c) noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment;
- (d) no part of the Building shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest; and
- (e) such Unit Owner shall, if required by the Association or the Managing Agent, post a bond to ensure compliance with his obligations hereunder.

The Association or the Managing Agent may also contest any legal requirements and the costs and expenses thereof shall be a Common Expense.

SECTION XIII INSURANCE

13.1. Insurance. The Managing Agent shall obtain and maintain fire and broad form extended coverage insurance on the Common Elements, including, but not limited to any fixtures owned by the Association and the Unit Owners including furnishings, fixtures and equipment, in an amount not less than the replacement value of the Building and the Common Elements and associated personal property, from time to time, including endorsements for automatic changes in insurance coverage as fluctuating values may warrant, contingency endorsements covering nonconforming use, a Special Condominium Endorsement, and listing Declarant, the City and the Authority as additional insureds, as their interests may appear. To the extent reasonably possible, the insurance shall provide (i) that the insurer waives its rights of subrogation as to any claim against Unit Owners, the Managing Agent, the Association, the Board of Directors and their respective servants and agents, and (ii) that the insurance cannot be cancelled, invalidated or suspended on account of the conduct of any one or more Unit Owners, or the Association, or

their servants, agents and guests, without sixty (60) days' prior written notice to the Association, the Managing Agent, the City, and the Authority, and which notice gives the Association, the Managing Agent, the City and the Authority an opportunity to cure the defect within that time. All required insurance shall be issued by an insurance company with a minimum of an A-general policyholder's rating and of a class VII financial size category in the Best's Key Rating Guide. The amount of protection and the types of hazards to be covered shall be reviewed by the Managing Agent at least semi-annually and the amount of coverage may be increased or decreased at any time it is deemed necessary by the Managing Agent to conform to the requirements of replacement value insurance. Any Mortgagee may receive an insurance certificate within ten (10) days after the Association receives a written request therefor. The insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective Mortgagees.

13.2. Premiums and Deductibles. Except as may otherwise be set forth in the Common Elements Management Agreement:

(a) If the Association determines that it is economically feasible to procure insurance coverage from a company which will allocate insurance expenses to each Unit individually, then each Unit Owner shall pay to the Association the amount of the insurance expense allocated to his Unit.

(b) If the Association determines that it is not economically feasible to procure insurance with a company which will allocate the cost of the insurance to each Unit individually, then each Unit Owner's proportionate share of insurance expenses shall be determined by comparing the value and risks of any particular Unit Owner's Unit and Limited Common Elements which appertain to his Unit to the value and risks of all Units and Limited Common Elements.

(c) If the Association determines that it is economically feasible to obtain insurance with a company which will allocate the deductible to each Unit and Common Element damaged, then the deductible portion of the insurance expense which relates to a particular Unit and/or Limited Common Element shall be paid by the Unit Owner(s) whose Unit(s) or Limited Common Element(s) have been damaged and the Association shall pay the deductible which relates to that portion of the General Common Elements damaged.

(d) If the Association determines that it is not economically feasible to obtain insurance with a company which will allocate the deductible to each Unit and Common Element damaged, then: (i) that portion of the deductible allocated to the General Common Elements which were damaged and payable as a Common Expense shall be determined by dividing the value of the loss to the General Common Elements by the value of the total loss for the particular occurrence multiplied by the amount of the deductible; and (ii) that portion of the deductible allocated as an expense to a Unit shall be determined by dividing the value of the loss to the Unit and the Limited Common Elements which appertain to that Unit by the value of the total loss multiplied by the amount of the deductible.

The Association shall have the right to assess a Special Assessment against any Unit Owner, and his Unit, for any portion of a premium or deductible which is payable by the Unit Owner. The portion of the deductible for any insurance policy which is treated as a Common Expense may not exceed the greater of Twenty-Five Thousand Dollars (\$25,000.00) or one percent (1%) of the policy face amount.

13.3. Proceeds of Insurance. In the event of partial or total destruction of the Building and/or Common Elements, the Building and/or Common Elements shall be repaired or reconstructed pursuant to Section XI above, unless otherwise determined by the City and Authority. If it is determined not to reconstruct or repair any particular Building and/or Common Element, then the proceeds shall be distributed as set forth in Section 11.1 above.

13.4. Unit Owner Insurance Requirements. Each Unit Owner shall obtain and maintain (i) liability and property insurance for such Unit Owner's Unit, and (ii) property insurance for the personal property located within such Unit Owner's Unit, all at such Unit Owner's own expense. This paragraph shall not be deemed to prohibit any Unit Owner, at his own expense, from obtaining more insurance coverage on his Unit than the coverage required by the preceding sentence.

13.5. Public Liability Insurance. The Managing Agent shall procure public liability insurance covering the Common Elements in such amounts as may be determined at the discretion of the Board of Directors from time to time; provided, however, the amount of coverage shall not be less than One Million Dollars (\$1,000,000.00) per single occurrence. The insurance coverage shall preclude the insurer's denial of a Unit Owner's claim because of the negligent acts of the Association or any Unit Owner. The Association may also provide worker's compensation insurance, directors' and officers' liability insurance in such amounts as are determined by the Managing Agent to be necessary from time to time.

13.6. Fidelity Bonds. The Association may provide a blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Association. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association. In no event shall the face value of the bond be for an amount less than the sum of two (2) months' Assessment held by the Association. The bond shall include a provision that calls for ten (10) days' written notice to the Association, the Unit Owner and any Mortgagee before the bond can be cancelled or substantially modified.

SECTION XIV PROHIBITION ON PARTITION OF COMMON ELEMENTS

14.1. Partition of Common Elements. The percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it appertains. No Unit Owner shall execute any deed, mortgage, or other instrument affecting title to such Unit ownership without including therein both his interest in the Unit and his corresponding Allocated Interest in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership.

SECTION XV
DISCLAIMER OF LIABILITY OF ASSOCIATION

15.1. Disclaimer. Notwithstanding anything contained herein or in the Condominium Documents, the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Unit Owner, occupant or user of any portion of the Property including, invitees, tenants, agents, servants, contractors or subcontractors or for any property of any such persons unless expressly provided therefore. Without limiting the generality of the foregoing, each Unit Owner and each other person having an interest in or lien upon, or making a use of, any portion of the Property shall be bound by this Section and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Section.

15.2. Parking Areas. Each Unit Owner shall be responsible for his personal property located in the parking areas or Limited Common Elements. Notwithstanding anything to the contrary contained in this Declaration, neither the Board of Directors, the Association, the Managing Agent, any Unit Owner nor Declarant shall be (i) considered a bailee of any personal property of a Unit Owner stored in the Common Elements (including without limitation, property located in vehicles parked in the parking areas), whether exclusive possession of any particular area shall be given to any Unit Owner for parking purposes, or (ii) responsible for the security of such personal property or for any loss or damage thereto.

SECTION XVI
EXPANSION OF CONDOMINIUM

16.1. Option to Expand. Declarant, its successors and assigns, for a period of ten (10) years from the date of the recording of this Declaration, hereby expressly reserve an option to expand the Condominium and the Property in compliance with Section 703.26 of the Act without the consent of any Unit Owner or Mortgagee. Declarant shall be under no obligation to any Unit Owner and makes no representations to any Unit Owner that it will expand or construct any part or all of the Condominium. The option to expand is also subject to the following:

(a) Declarant expressly reserves the unqualified right to (i) add all or any portion(s) of the Additional Property to the Condominium, and once added, to remove all or any of the Additional Property from the Condominium so long as no Units in the Additional Property to be removed have been conveyed by Declarant; (ii) to add additional Units and; (iii) to do any or all of the foregoing at any time or from time to time at different times within the aforesaid ten (10) year period, subject to the Development Agreement and Condominium Ground Lease; provided, however, the total area of Additional Property added to the Condominium shall not exceed the total area of the Additional Property as described in the Plat attached hereto and made a part hereof as EXHIBIT E.

(b) The maximum number of Units to be constructed on the Property and Additional Property will not exceed 64.

(c) Upon each expansion and reduction of the Condominium, Declarant shall execute and record an amendment to this Declaration, which shall describe the Additional Property to be added to or removed from the Condominium, the number of Units to be added or removed, a description of the additional or removed Units and any additional or removed Common Elements, the Allocated Interest of each Unit, and any complementary additions and modifications to the Declaration as may be necessary and desirable to reflect the different character, if applicable, of the Additional Property being submitted to or removed from the Declaration, including a provision for additional or fewer easements, or to reflect any adjustment to the Common Expenses in connection with the Condominium as expanded or reduced.

(d) Declarant, subject to the Development Agreement and Condominium Ground Lease, has the sole right to determine the location, size, quality and other similar features of the Additional Property, including, without limitation, the Limited Common Elements, the General Common Elements and the Units. The Additional Property if added to the Condominium shall be subject to the same use restrictions contained herein.

(e) Upon each expansion of the Condominium pursuant hereto, all references in this Declaration to the "Buildings," the "Condominium," "Units," "Property," "Unit Owners," "Association," "Common Expenses" and all other terms which refer to the Condominium automatically shall refer to the Condominium as expanded.

(f) In the event the Condominium is expanded or reduced, the Allocated Interests shall be adjusted as set forth herein and the Common Expenses, Assessments and other similar expenses assessed by this Declaration and any other Condominium Document shall be adjusted accordingly to the then existing needs of the Condominium.

(g) In the event the Condominium is expanded or reduced, Unit Owners of Units added to this Declaration shall be entitled to vote, upon the recording of the amendment to this Declaration which adds all or any portion(s) of the Additional Property to the Condominium regardless whether the Units thereon are constructed or not.

(h) In the event Declarant shall not add to the Condominium all or any portion of the Additional Property, Declarant nevertheless shall have the right to construct, renovate or remodel all or any portion of any improvements on the Additional Property and to operate the same without restriction, subject to the City Documents, and Declarant specifically reserves the rights and easements set forth in Section VII of this Declaration which benefit Declarant.

(i) The Condominium construction requirements set forth in Section 40 of the Development Agreement, are incorporated herein and attached hereto as EXHIBIT I.

SECTION XVII AMENDMENT TO DECLARATION

17.1. Amendment. Except as otherwise provided by the Act or this Declaration, and except for Declarant's right to expand the Condominium without the Unit Owners' consent, this

Declaration may be amended by the agreement of the City, the Authority, the Managing Agent, the Condominium Lender and the Unit Owners having at least eighty percent (80%) of the votes in the Association and in the manner provided by Section 703.09(2) of the Act. Each Unit Owner whose Unit is subject to a Mortgage shall first obtain his Mortgagee's written consent to the Unit Owner's vote in favor of or against any amendment on a form satisfactory to the Board of Directors. The failure of any Unit Owner or Mortgagee to respond to any notice of a proposed amendment within thirty (30) days after the notice is delivered to it, shall be deemed implied consent by the Unit Owner or the Mortgagee to any such amendment, provided the notice was delivered by certified or registered mail with return receipt requested. Copies of Amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendments shall be recorded in the Office of the Register of Deeds of Sheboygan County, Wisconsin and such amendment shall be effective at the time it is recorded. A copy of the amendment shall be mailed or personally delivered to each Unit Owner at his address as stated on the Membership Roster. So long as Declarant owns one or more Units, this Declaration shall not be amended in any manner which would prevent or unreasonably interfere with the sale, lease or other disposition of such Units.

17.2. Special Amendments. Declarant, for as long as Declarant shall have ownership in the Property or Condominium, and when Declarant no longer has an interest in the Property or Condominium then the Board of Directors, shall have the right and power to record Special Amendments to this Declaration at any time and from time to time which amend this Declaration (i) to comply with requirements of the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or an other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities or any institutional lender issuing a commitment to make Mortgage loans covering twenty percent (20%) or more of the Units, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee Mortgages secured by any Unit, (iii) to conform this Declaration with the requirements of the Act or any other laws, ordinances, codes or regulations applicable to the Condominium, or (iv) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a Special Amendment on behalf of each Unit Owner. Each deed, Mortgage or other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power reserved to Declarant to make, execute and record Special Amendments. The rights reserved to Declarant under this Section 17.2 shall terminate at such time as Declarant no longer holds or controls title to any part of the Property or ten (10) years from the date this Declaration is recorded, whichever first occurs.

SECTION XVIII TERMINATION OF CONDOMINIUM

18.1. Termination of the Condominium. With the exception of the termination of the Condominium Ground Lease, the Condominium may only be terminated upon the approval of a termination agreement by a vote of the Unit Owners holding one hundred percent (100%) of the votes in the Association, with the approval of the Authority as permitted in the Condominium

Documents, or as set forth in the Act. A Unit Owner whose Unit is subject to a Mortgage shall first obtain his Mortgagee's written consent to the vote. The termination agreement, which shall be executed by those who voted in favor of termination, shall include provisions relating to the use and maintenance of Common Elements after termination. The termination agreement shall also provide for the allocation and transfer of title to the Common Elements such that title to the Common Elements, other than the Limited Common Elements, shall be vested in the successors to the Unit Owners as tenants-in-common in proportion to their predecessor Unit Owner's Allocated Interest and title to Limited Common Elements shall be vested in the former Unit or Units to which they appertain, individually or as tenants-in-common, as the case may be. The termination agreement shall be recorded in the Register of Deeds office for Sheboygan County, Wisconsin.

SECTION XIX ADDITIONAL PROVISIONS

19.1. Acceptance of Condominium Documents. By acceptance of a deed of conveyance, each Unit Owner agrees to abide by the terms, conditions, restrictions, agreements, obligations, covenants and easements set forth in the Condominium Documents.

19.2. Rights of Action. If Declarant, Association, any Unit Owner or any other individual or entity subject to this Declaration or any Condominium Document fails to comply with any provision of the same, then Declarant, the Association or any Unit Owner adversely affected shall have a claim for appropriate relief including, but not limited to, injunctive relief.

19.3. Waiver. The failure of the Association to enforce any provision of this Declaration or any provision in the Condominium Documents or to exercise any right or option or to serve any notice or to institute any action, shall not be construed as a waiver by the Association.

19.4. Severability. The provisions contained herein shall be construed as independent and severable and the invalidity or unenforceability of any provision or portion thereof shall not be deemed to impair or affect the validity or enforceability of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect. Any conflict between any provision of any Condominium Document and the Act, or any questions regarding the interpretation of any Condominium Documents, shall be governed by the Act.

19.5. Captions. The captions and headings of various paragraphs of this Declaration are for convenience only and are not to be construed as defining or limiting the scope or intent of the provisions thereof.

19.6. Conflicting Documents. In the event of a conflict of provisions among any of the Condominium Documents, the order of precedence shall be in the following order; the Development Agreement; the Condominium Ground Lease; this Declaration; the Bylaws; the Common Elements Management Agreement; the Plat maps; the Articles; and the Rules and Regulations.

19.7. No Obligations. Nothing contained in the Condominium Documents shall be deemed to impose upon Declarant or its successors or assigns any obligations of any nature to build, renovate or provide any improvements except to the extent required by the Act.

19.8. Number and Gender. Whenever used herein, the singular number shall include the plural, the plural the singular and use of any gender shall include all genders.

19.9. Registered Agent. The registered agent for service of process for the Association shall be the Managing Agent or such other person or entity as may be designated by the Board of Directors of the Association and upon proper filing of said name with the Department of Financial Institutions of the State of Wisconsin.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the date first set forth above.

BLUE HARBOR RESORT CONDOMINIUM, LLC,
a Delaware limited liability company

By: Marc Vaccaro
Marc Vaccaro, Member and Manager

STATE OF WISCONSIN)
COUNTY OF Dane) SS

Personally came before me this 31st day of June, 2004, the above named Marc Vaccaro, as the _____ member and manager of Blue Harbor Resort Condominium, LLC, and to me known to be the person who executed the foregoing instrument in and acknowledged the same in such capacities.

Karla J. Braunsky
Notary Public, State of Wisconsin
My commission: 12/7/07

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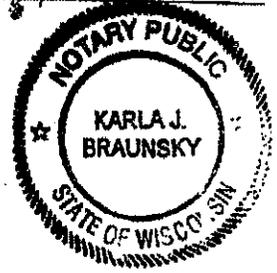


EXHIBIT A
LEGAL DESCRIPTION

Blue Harbor Resort Condominiums

A portion of a condominium plat being all of Lot 16 of South Pier, located in part of Government Lot 1, Section 26, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.

EXHIBIT B
ADDITIONAL PROPERTY

Blue Harbor Resort Condominiums

A portion of a condominium plat being all of Lots 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27 of South Pier, located in part of Government Lot 1, Section 26, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.

EXHIBIT C
ALLOCATED INTERESTS SCHEDULE

The Allocated Interest in Common Elements shall be determined by dividing one hundred (100) by the number of Units in the Condominium.

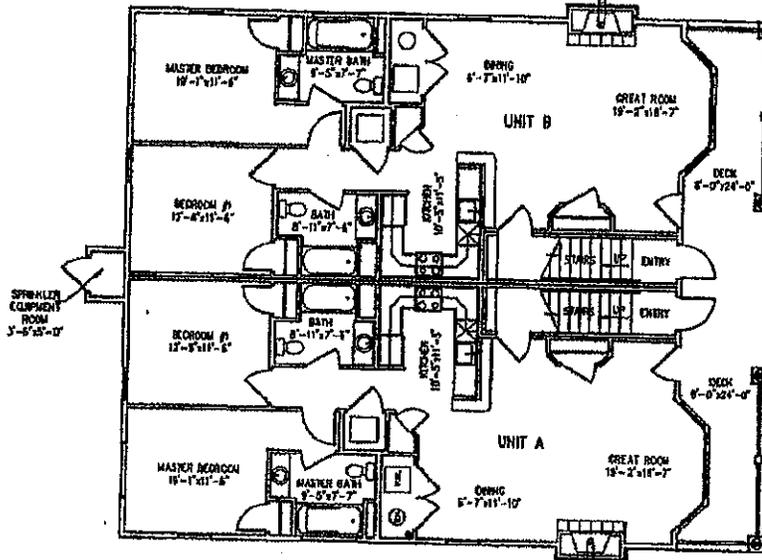
EXHIBIT D
BUILDING PLANS

[SEE ATTACHED]

EXHIBIT D

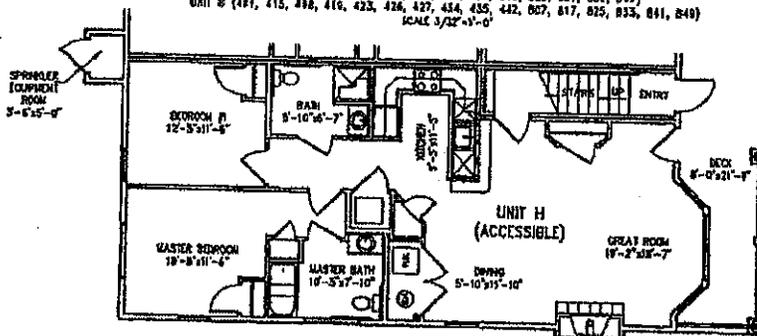
BLUE HARBOR RESORT CONDOMINIUMS

CONDOMINIUM PLAT BEING ALL OF LOTS 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 AND 27 OF SOUTH PIER, LOCATED IN PART OF GOVERNMENT LOT 1, SECTION 26, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



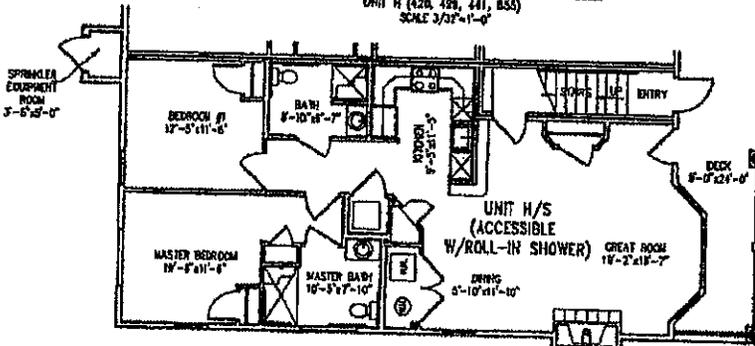
FIRST FLOOR PLAN

UNIT A (402, 417, 421, 425, 428, 433, 436, 812, 825, 831, 839, 847)
UNIT B (401, 410, 406, 416, 423, 426, 427, 434, 435, 442, 807, 817, 825, 833, 841, 840)
SCALE 3/32"=1'-0"



FIRST FLOOR PLAN (ACCESSIBLE)

UNIT H (420, 429, 441, 855)
SCALE 3/32"=1'-0"



FIRST FLOOR PLAN (ACCESSIBLE W/ROLL-IN SHOWER)

UNIT H/S (420, 429, 441, 855)
SCALE 3/32"=1'-0"

NOTE:
UNITS 420, 429, 441 & 855 WILL EITHER HAVE H OR H/S FIRST FLOOR PLANS. THERE WILL BE TWO OF EACH FLOOR PLAN. ACTUAL LOCATIONS OF THE H AND H/S FIRST FLOOR PLANS TO BE DETERMINED.



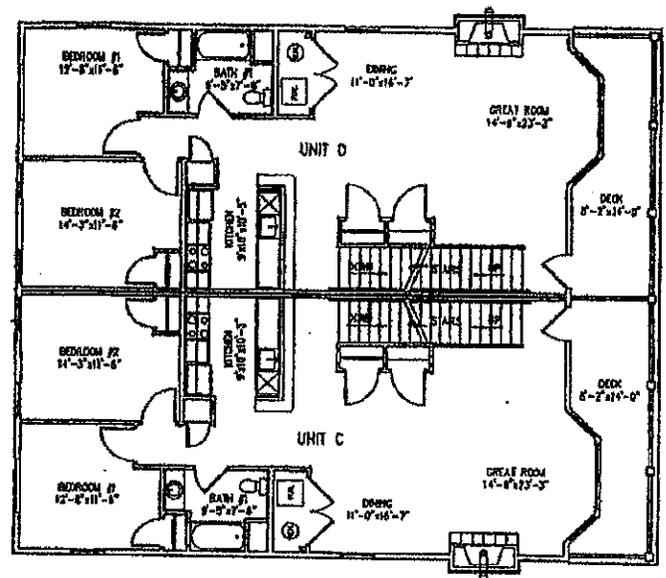
ESP GROUP, INC.
LAMPERT-LEE & ASSOCIATES
ENGINEERS • SURVEYORS • PLANNERS
1848 State Hwy 54 East • Wisconsin Rapids, WI 54981-8736
715-424-3131 or 715-314-0068 • FAX 715-423-8776

Proj. No. **B-8912-A**
Project No. 94-16
Drawn By: Jim Braatz
Date: January 14, 2004
Sheet 2 of 4 Sheets

EXHIBIT D

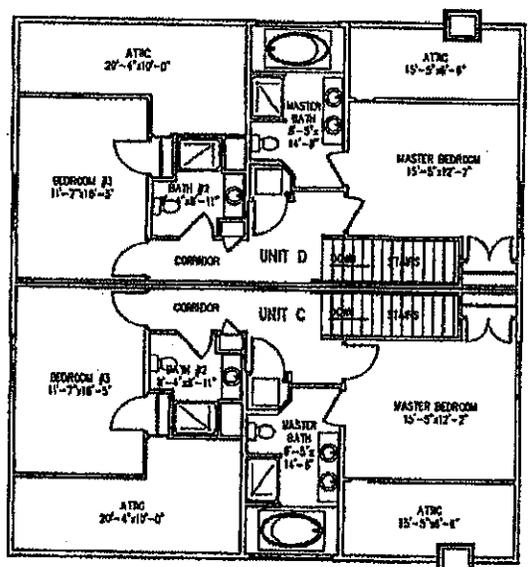
BLUE HARBOR RESORT CONDOMINIUMS

A CONDOMINIUM PLAT BEING ALL OF LOTS 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 AND 27 OF SOUTH PIER, LOCATED IN PART OF GOVERNMENT LOT 1, SECTION 26, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



SECOND FLOOR PLAN

UNIT C (474, 415, 418, 422, 425, 427, 430, 431, 436, 439, 811, 821, 829, 837, 845, 853)
 UNIT D (413, 416, 417, 421, 424, 425, 429, 432, 437, 440, 809, 819, 827, 835, 843, 851)
 SCALE 3/32"=1'-0"



THIRD FLOOR PLAN

UNIT C (414, 415, 419, 422, 423, 427, 430, 431, 434, 438, 816, 821, 829, 837, 845, 853)
 UNIT D (413, 416, 417, 421, 424, 425, 429, 432, 437, 440, 809, 819, 827, 835, 843, 851)
 SCALE 3/32"=1'-0"

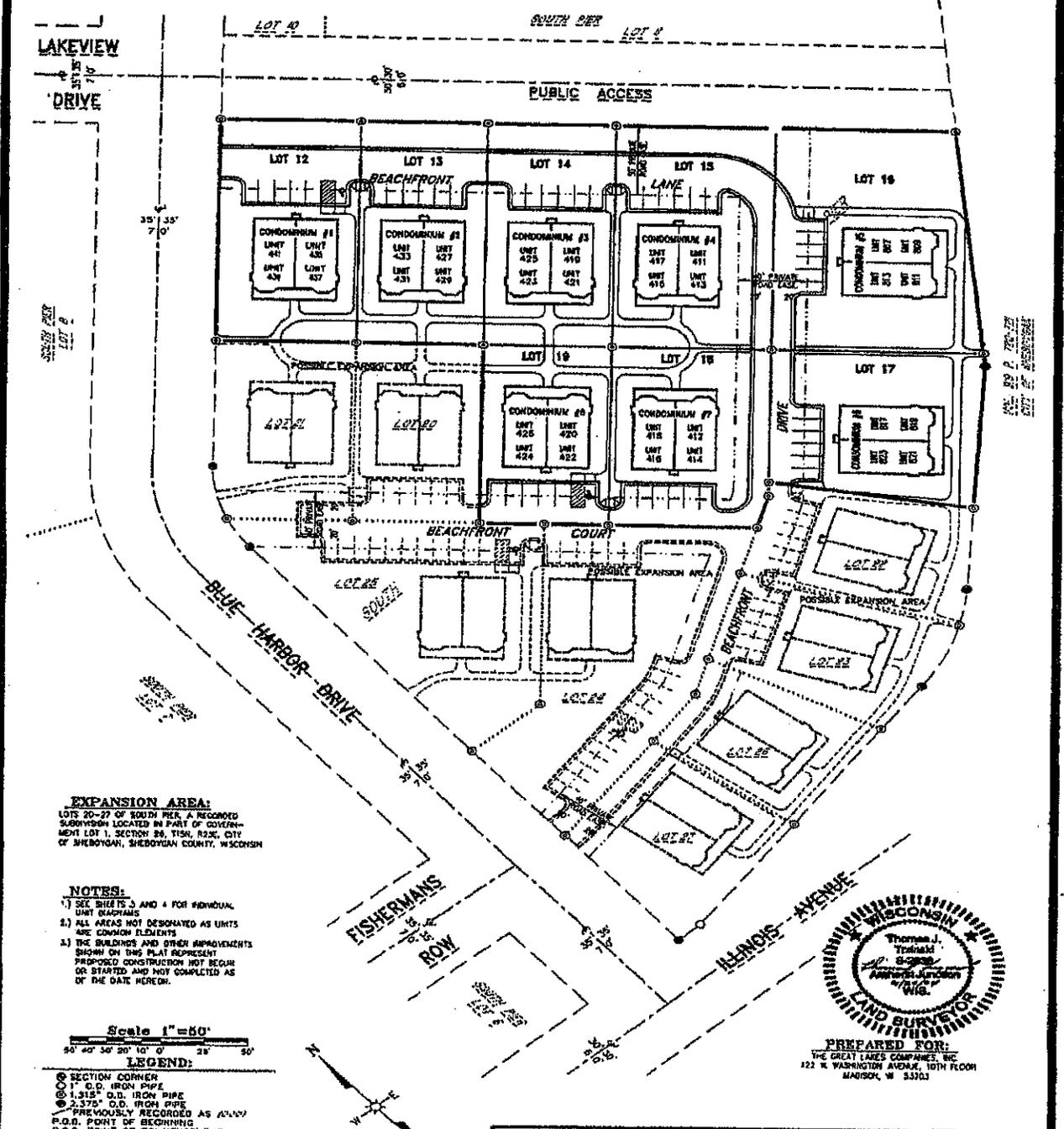
<p>ESP GROUP, INC LAMPERT-LEE & ASSOCIATES ENGINEERS • SURVEYORS • PLANNERS <small>10246 State Hwy. 54 East • Sheboygan Heights, WI 53086-2118</small></p>	<p>Draw. No. B-8912-A</p>
	<p>Project No. 04-16</p>
	<p>Drawn By: Jim Brasel</p>
	<p>Date: January 14, 2004</p>

EXHIBIT E
PLAT OF SURVEY

[SEE ATTACHED]

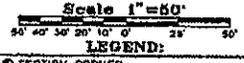
BLUE HARBOR RESORT CONDOMINIUM

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EXPANSION AREA:
 LOTS 20-27 OF SOUTH PIER, A RECORDED SUBDIVISION LOCATED IN PART OF GOVERNMENT LOT 1, SECTION 26, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

- NOTES:**
- 1) SEE SHEETS 3 AND 4 FOR INDIVIDUAL UNIT DIAGRAMS
 - 2) ALL AREAS NOT DESIGNATED AS UNITS ARE COMMON ELEMENTS
 - 3) THE BUILDINGS AND OTHER IMPROVEMENTS SHOWN ON THIS PLAT REPRESENT PROPOSED CONSTRUCTION NOT BEGUN OR STARTED AND NOT COMPLETED AS OF THE DATE HEREON.



- LEGEND:**
- SECTION CORNER
 - 1" O.D. IRON PIPE
 - 1.315" O.D. IRON PIPE
 - 2.375" O.D. IRON PIPE
 - PREVIOUSLY RECORDED AS A.U.U.
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT

BASIS FOR BEARINGS:
 THE NORTH LINE OF THE NW1/4, SECTION 26, T15N, R23E, ADJACENT TO BEAR S89°57'18"E



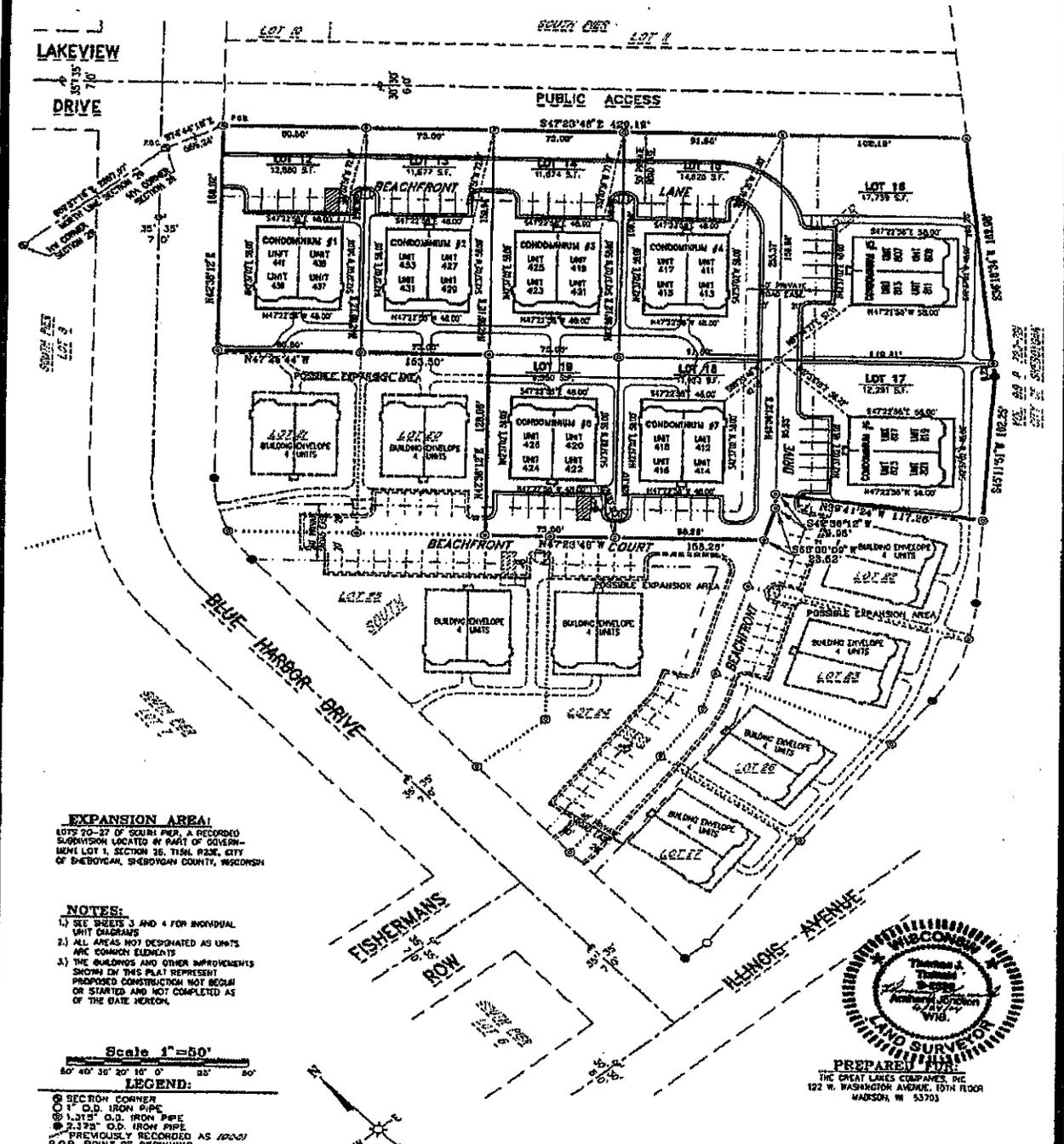
PREPARED FOR:
 THE GREAT LAKES COMPANIES, INC.
 122 N. WASHINGTON AVENUE, 10TH FLOOR
 MILWAUKEE, W. 53101

ESP GROUP, INC.
LAMPERT-LEE & ASSOCIATES
 ENGINEERS • SURVEYORS • PLANNERS
 10950 State Hwy, 54 East • Wisconsin Rapids, WI 54484-8718
 715-424-3751 or 715-344-0065 • FAX 715-423-8774

Dwg. No. **B-8912-B**
 Project No. 04-16
 Drawn By: Don Schmall
 Date: March 4, 2004
 Sheet 1 of 5 Sheets

BLUE HARBOR RESORT CONDOMINIUM

A CONDOMINIUM PLAT BEING ALL OF LOTS 12, 13, 14, 15, 16, 17, 18 AND 19 OF SOUTH PIER, LOCATED IN PART OF GOVERNMENT LOT 1, SECTION 26, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



EXPANSION AREA:
 LOTS 20-27 OF SOUTH PIER, A RECORDED SUBDIVISION LOCATED IN PART OF GOVERNMENT LOT 1, SECTION 26, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

- NOTES:**
- 1) SEE SHEETS 3 AND 4 FOR INDIVIDUAL UNIT DIAGRAMS
 - 2) ALL AREAS NOT DESIGNATED AS UNITS ARE COMMON ELEMENTS
 - 3) THE BUILDINGS AND OTHER IMPROVEMENTS SHOWN IN THIS PLAT REPRESENT PROPOSED CONSTRUCTION NOT BEGUN OR STARTED AND NOT COMPLETED AS OF THE DATE HEREON.



BASIS FOR BEARINGS:
 THE NORTH LINE OF THE NW/4, SECTION 26, T15N, R23E, ASSUMED TO BEAR S89°37'18\"/>

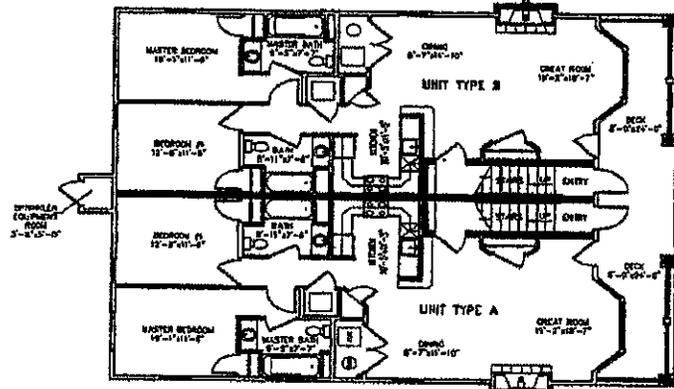


PREPARED FOR:
 THE GREAT LAKES COMPANIES, INC.
 122 W. WASHINGTON AVENUE, 10TH FLOOR
 MADISON, WI 53703

	ESP GROUP, INC. LAMPERT-LEE & ASSOCIATES ENGINEERS • SURVEYORS • PLANNERS	Dwg. No. B-8912-B Project No. 04-18
	10968 State Hwy 54 East • Wisconsin Rapids, WI 54494-8718 715-424-3131 or 715-344-0068 • FAX 715-423-8774	Drawn By: Don Schumell Date: March 4, 2004
	SHEET 2 OF 5 SHEETS	

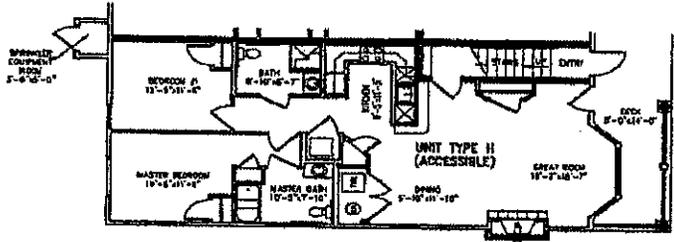
BLUE HARBOR RESORT CONDOMINIUM

A CONDOMINIUM PLAT BEING ALL OF LOTS 12, 13, 14, 15, 16, 17, 18 AND 19 OF SOUTH PIER, LOCATED IN PART OF GOVERNMENT LOT 1, SECTION 26, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



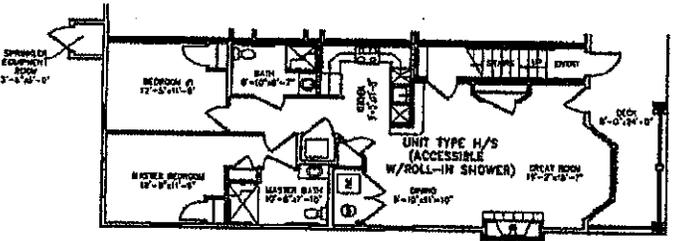
FIRST FLOOR PLAN

UNIT TYPE A (UNITS: 412, 417, 425, 433, 413, 423)
 UNIT TYPE B (UNITS: 411, 418, 419, 426, 427, 435, 407, 417)
 SCALE 3/32"=1'-0"



FIRST FLOOR PLAN (ACCESSIBLE)

UNIT TYPE H (UNIT: 420 OR 441)
 SCALE 3/32"=1'-0"



FIRST FLOOR PLAN (ACCESSIBLE W/ROLL-IN SHOWER)

UNIT TYPE H/S (UNIT: 420 OR 441)
 SCALE 3/32"=1'-0"



- NOTES:**
- 1) THE BUILDINGS AND OTHER IMPROVEMENTS SHOWN ON THIS PLAN REPRESENT PROPOSED CONSTRUCTION NOT BEGUN OR STARTED AND NOT COMPLETED AS OF THE DATE HEREON.
 - 2) UNITS 420 AND 441 WILL EITHER HAVE TYPE H OR TYPE H/S FIRST FLOOR PLANS. THERE WILL BE ONE OF EACH FLOOR PLAN. ACTUAL LOCATIONS OF TYPE H AND TYPE H/S FIRST FLOOR PLANS TO BE DETERMINED.

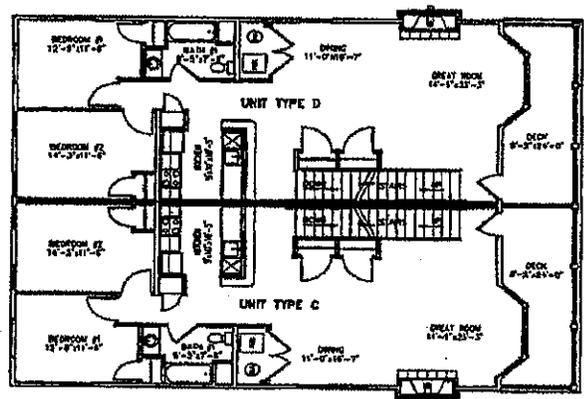
PREPARED FOR:
 THE GREAT LAKES COMPANIES, INC.
 122 N. WASHINGTON AVENUE, 10TH FLOOR
 MADISON, WI 53703

ESP GROUP, INC.
LAMPERT-LEE & ASSOCIATES
 ENGINEERS • SURVEYORS • PLANNERS
 10868 Stone Hwy. 54 East • Wisconsin Rapids, WI 54984-8718
 715-424-3131 or 715-344-0068 • FAX 715-423-8724

Dwg. No. B-8912-B
Project No. 04-16
Drawn By: Don Schmolli
Date: March 4, 2004
Sheet 3 of 6 Sheets

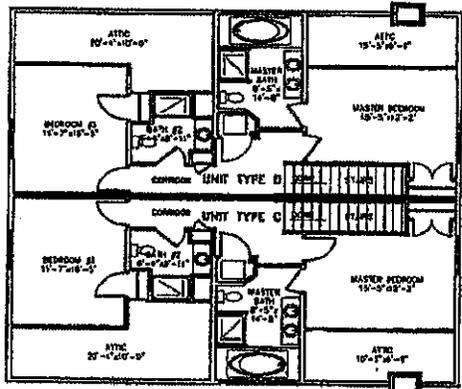
BLUE HARBOR RESORT CONDOMINIUM

A CONDOMINIUM PLAT BEING ALL OF LOTS 12, 13, 14, 15, 16, 17, 18 AND 19 OF SOUTH PIER, LOCATED IN PART OF GOVERNMENT LOT 1, SECTION 26, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



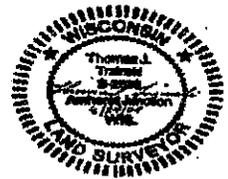
SECOND FLOOR PLAN

UNIT TYPE C (UNITS: 411, 413, 422, 423, 431, 439, 511, 521)
 UNIT TYPE D (UNITS: 412, 415, 421, 424, 429, 437, 509, 519)
 SCALE 3/32"=1'-0"



THIRD FLOOR PLAN

UNIT TYPE C (UNITS: 414, 415, 429, 423, 431, 439, 511, 521)
 UNIT TYPE D (UNITS: 413, 418, 421, 424, 429, 437, 509, 519)
 SCALE 3/32"=1'-0"



NOTES:

- 1.) THE BUILDINGS AND OTHER IMPROVEMENTS SHOWN ON THIS PLAT REPRESENT PROPOSED CONSTRUCTION NOT BEGUN OR STARTED AND NOT COMPLETED AS OF THE DATE HEREON.

PREPARED FOR:
 THE GREAT LAKES COMPANIES, INC.
 122 W. WASHINGTON AVENUE, 10TH FLOOR
 WADSWORTH, WISCONSIN 53091

ESP GROUP, INC.
LAMPERT-LEE & ASSOCIATES
 ENGINEERS • SURVEYORS • PLANNERS
 10968 State Hwy 54 East • Wausau, WI 54981-5716
 715-424-3831 or 715-344-0068 • FAX 715-423-8774

Dwg. No. **B-8912-B**
 Project No. 04-16
 Drawn By: Don Schmoll
 Date: March 4, 2004
 Sheet 4 of 6 Sheets

D.J.S. - Jun 16, 2004, 08:48:03, CAD FILE D-B912-B-4.DWG

BLUE HARBOR RESORT CONDOMINIUM

A CONDOMINIUM PLAT BEING ALL OF LOTS 12, 13, 14, 15, 16, 17, 18 AND 19 OF SOUTH PIER, LOCATED IN PART OF GOVERNMENT LOT 1, SECTION 26, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

All of Lots 12, 13, 14, 15, 16, 17, 18 and 19 of South Pier. Being part of Government Lot 1, Section 26, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.

Commencing at the concrete monument with a brass cap on the North quarter corner of Section 26;

Thence S74°44'18"E, 555.24 feet to an iron pipe stake on the Northeast corner of Lot 12, South Pier, and the Point of Beginning of the following description:

Thence S47°23'48"E along the easterly line of Lots 12, 13, 14, 15 and 16, South Pier, 428.19 feet to an iron pipe stake on the Southeastery corner of Lot 14, South Pier;

Thence S35°18'34"W along the Southerly line of Lots 16 and 17, South Pier, 189.98 feet to an iron pipe stake;

Thence S45°11'51"W along the Southerly line of Lot 17, South Pier, 102.26 feet to an iron pipe stake on the Southwesterly corner of Lot 17, South Pier;

Thence S30°41'24"E along the Westerly line of Lot 17, South Pier, 117.28 feet to an iron pipe stake on the Northwesterly corner of said Lot 17 and the Southerly line of Lot 18, South Pier;

Thence S42°38'12"W along the Southerly line of Lot 18, South Pier, 9.95 feet;

Thence S58°00'08"W along the Southerly line of Lot 18, South Pier, 23.52 feet to the Southwesterly corner of said Lot 18;

Thence N47°23'48"W along the Westerly line of Lots 18 and 19, South Pier, 158.28 feet to the Northwesterly corner of said Lot 19;

Thence N42°37'02"E along the Northerly line of Lot 19, South Pier, 126.08 feet to the Northeastery corner of said Lot 19;

Thence N47°26'44"W along the Westerly line of Lots 12 and 13, South Pier, 168.60 feet to the Northwesterly corner of said Lot 12;

Thence N42°38'12"W along the Northerly line of Lot 12, South Pier, 160.02 feet to the Point of Beginning, containing 101,892 square feet.

Dated this 4th day of March, 2004.



Thomas J. Trzinski
Registered Land Surveyor No. 2838

CORPORATE OWNER'S CERTIFICATE OF DEDICATION

Blue Harbor Resort Condominium, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Delaware, as owner, does hereby certify that said company caused the land described on this plat to be surveyed, divided, mapped, and dedicated as represented on this plat.

Blue Harbor Resort Condominium, LLC, does further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

None

IN WITNESS WHEREOF, The Great Lakes Companies, Inc., as manager of Blue Harbor Resort Condominium, LLC, a Delaware Limited Liability Company, has caused these presents to be signed by Bruce D. Nevasser, its chairman, and counter signed by Craig A. Stark, its president, at Madison, Wisconsin, on this 22nd day of June, 2004.

In presence of:

Blue Harbor Resort Condominium, LLC, a Delaware Limited Liability Company
By: Bruce D. Nevasser, Chairman
Craig A. Stark, President

STATE OF WISCONSIN

COUNTY OF DANE SS

Personally came before me this 22nd day of June, 2004, the above named The Great Lakes Companies, Inc., as the manager of Blue Harbor Resort Condominium, LLC, Bruce D. Nevasser, Chairman and Craig A. Stark, President, and to me known to be the persons who executed the foregoing instrument in and acknowledged the same in such capacities.

Karlag Braunsky
Notary Public, Dane County, Wisconsin

My commission expires 10/17/07



CONSENT OF MORTGAGEE

M&I Marshall & Isley Bank, a state chartered bank duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of Blue Harbor Resort Condominium, LLC, owner.

IN WITNESS WHEREOF, the said M&I Marshall & Isley Bank has caused these presents to be signed by Debra A. Sandora, its Vice President, and countersigned by Debra A. Sandora, its Vice President, at Madison, Wisconsin, on this 22nd day of June, 2004.

In the presence of:

Debra A. Sandora
M&I Marshall & Isley Bank
Vice President
Debra A. Sandora
Vice President

Date 6/22/04

CONSENT OF REDEVELOPMENT AUTHORITY

The foregoing Condominium Plat of Blue Harbor Resort Condominium is hereby consented to.

REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN, WISCONSIN

Michael Leibham
Michael Leibham, Chairperson
Paulette Enders
Paulette Enders, Executive Director

STATE OF WISCONSIN

COUNTY OF Sheboygan SS

Personally came before me this 25th day of June, 2004, Michael Leibham, Chairperson and Paulette Enders, Executive Director of the Redevelopment Authority of the City of Sheboygan, Wisconsin, and to me known to be the persons who executed the foregoing instrument in and acknowledged the same in such capacities.

Michael Leibham
Notary Public, Sheboygan County, Wisconsin

My commission expires 10-25-07

STATE OF WISCONSIN

COUNTY OF DANE SS

Personally came before me this 22nd day of June, 2004, Debra A. Sandora and Debra A. Sandora of the above named state chartered bank, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President and Vice President of said state chartered bank, and acknowledged that they executed the foregoing as such officers as the deed of said charter, by its authority.

Karlag Braunsky
Notary Public, Dane County, Wisconsin

My commission expires 10/17/07



PREPARED FOR:
THE GREAT LAKES COMPANIES, INC.
122 W. WASHINGTON AVENUE, 10TH FLOOR
MADISON, W 53703



ESP GROUP, INC.
LAMPERT-LEE & ASSOCIATES
ENGINEERS • SURVEYORS • PLANNERS
10688 State Hwy. 54 East • Wisconsin Rapids, WI 54484-8778
715-424-3131 or 715-344-0068 • FAX 715-423-8774

Dwg. No. **5-8912-B**
Project No. 04-18
Drawn By: Don Schmoll
Date: March 4, 2004
Sheet 5 of 5 Sheets

EXHIBIT F
VOTING RIGHTS SCHEDULE

The votes allocated to each Unit shall be determined by dividing one hundred (100) by the number of Units in the Condominium.

EXHIBIT G
SOUTH PIER DISTRICT
RESTRICTIVE COVENANTS
AND
CROSS EASEMENT AGREEMENT

The following instrument is incorporated herein by reference:

South Pier District Restrictive Covenants and Cross Easement Agreement
Dated: July 30, 2003 Recorded: August 12, 2003 as Document No. 1701704

EXHIBIT H
TITLE EXCEPTIONS

1. The lien of general and special taxes, for the year 2004 and thereafter, not yet due or payable.

2. Restrictive Covenants as found in Limited Warranty Deed
Dated: October 16, 2001 Recorded: October 22, 2001
Volume 1890 of Records, page 960 as Document No. 1613974

Amended Limited Warranty Deed, dated July 14, 2003
Recorded: July 29, 2003 as Document No. 1698798

3. Development Agreement, dated July 30, 2003
Recorded: August 12, 2003 as Document No. 1701703

Amendment to Development Agreement, dated February 25, 2004
Recorded: March 4, 2004 as Document No. 1725206

4. South Pier District Restrictive Covenants and Cross Easement Agreement
Dated: July 30, 2003 Recorded: August 12, 2003 as Document No. 1701704

5. Reservation for private road easement shown on the plat of South Pier
Recorded: September 26 in Volume 15 of Plats, page 174 as Document No. 1709640

6. Deed Restriction / Declaration of Restrictions, dated January 30, 2004
Recorded: February 5, 2004 as Document No. 1722902

7. Ground Lease between Redevelopment Authority of the City of Sheboygan, Wisconsin, as Landlord, and Blue Harbor Resort Condominium, LLC, as Tenant, Dated: February 3, 2004 Recorded: February 5, 2004 as Document No. 1722903

Amendment to Condominium Ground Lease, dated February 25, 2004
Recorded: March 4, 2004 as Document No. 1725207

EXHIBIT I
DEVELOPMENT AGREEMENT

The following instrument is incorporated herein by reference:

Development Agreement, dated July 30, 2003
Recorded: August 12, 2003 as Document No. 1701703

Amendment to Development Agreement, dated February 25, 2004
Recorded: March 4, 2004 as Document No. 1725206

21

For Exhibit see V. 14 P. 23/7
Doc. # 1741287

DOCUMENT NO.

AMENDMENT TO DECLARATION
AND EXPANSION OF BLUE HARBOR
RESORT CONDOMINIUM

THIS AMENDMENT TO DECLARATION AND
EXPANSION OF BLUE HARBOR RESORT CONDOMINIUM
("Amendment and Expansion") is made as of the 26th day of July,
2004, by Blue Harbor Resort Condominium, LLC, a Delaware
limited liability company, ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain Declaration of
Blue Harbor Resort Condominium recorded as Document No.
1738057, in the Office of the Register of Deeds for Sheboygan
County on June 29, 2004 ("Declaration"), submitting Declarant's
leasehold interest in the property ("Property") set forth in such
Declaration to the condominium form of ownership; and

WHEREAS, Declarant, in Section XVI of the Declaration,
reserved the option to expand the Blue Harbor Resort
Condominium ("Condominium") to include all or portions of the
Additional Property described in the Declaration; and

WHEREAS, Declarant now desires to expand the Condominium in accordance with this
Amendment and Expansion.

NOW, THEREFORE, the Blue Harbor Resort Condominium is expanded as follows:

1. Capitalized terms not defined herein shall have the meaning ascribed to them in the Declaration.
2. The Condominium and Property shall be amended and expanded to include Declarant's leasehold interest in the property described on Exhibit A attached hereto ("Additional Property").
3. The Plat shall be amended to include the Additional Property, and the Condominium Plat of Survey attached hereto as Exhibit B and recorded simultaneously with this Amendment and Expansion shall supplement the Plat attached to the Declaration, and shall be deemed part of such Plat.
4. The total number of Units added to the Condominium pursuant to this Amendment and Expansion is 60 Units. The Condominium is amended to consist, as of the date hereof, of 64 Units. The Common Elements shall be as shown on the Plat, as supplemented by the Condominium Plat of Survey for the Additional Property.

1741288

SHEBOYGAN COUNTY, WI
RECORDED ON

08/04/2004 10:26AM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 31.00
TRANSFER FEE:

STAFF ID 2
TRANS # 47357

OF PAGES: 11

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Susan C. Sorrentino
Godfrey & Kahn, S.C.
N21 W2330 Ridgeview Parkway
Waukesha, WI 53188

Parcel Identification Number

5. This Amendment and Expansion is intended to be the first and only expansion of the Condominium.

6. The Allocated Interest of each Unit is revised and is as set forth in the Declaration and Bylaws.

7. Declarant hereby reserves a perpetual non-exclusive easement for itself and its successors, assigns, employees, agents and representatives on, over and through the Additional Property, including access over the Common Elements, private roadways, drives and pathways for pedestrian and vehicular ingress and egress and for purposes of utilities into and from any and all portions of the Condominium and the Additional Property and for construction or renovation on the Property or the Additional Property or any other related purposes. Each Unit Owner hereby acknowledges that by accepting a deed to a Unit that it agrees to such easements and each Unit Owner hereby acknowledges that the activities of the Declarant may temporarily impair the view and cause inconvenience to the Unit Owners.

8. The building floor plans for the Additional Property are the same as set forth in Exhibit D of the Declaration.

IN WITNESS WHEREOF, the undersigned have executed this Amendment and Expansion as of the date first above written.

BLUE HARBOR RESORT CONDOMINIUM, LLC,
a Delaware limited liability company

By: [Signature]
John Emery, Member and Manager

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

Personally came before me this 26th day of July, 2004, the above named John Emery, as Member and Manager of Blue Harbor Resort Condominium, LLC, and to me known to be the person who executed the foregoing instrument, and acknowledged the same on behalf of Blue Harbor Resort Condominium, LLC.



[Signature]
Karla J. Braunsky
Notary Public, State of Wisconsin
My commission expires: 10/7/07

MW841341_1

EXHIBIT A

ADDITIONAL PROPERTY

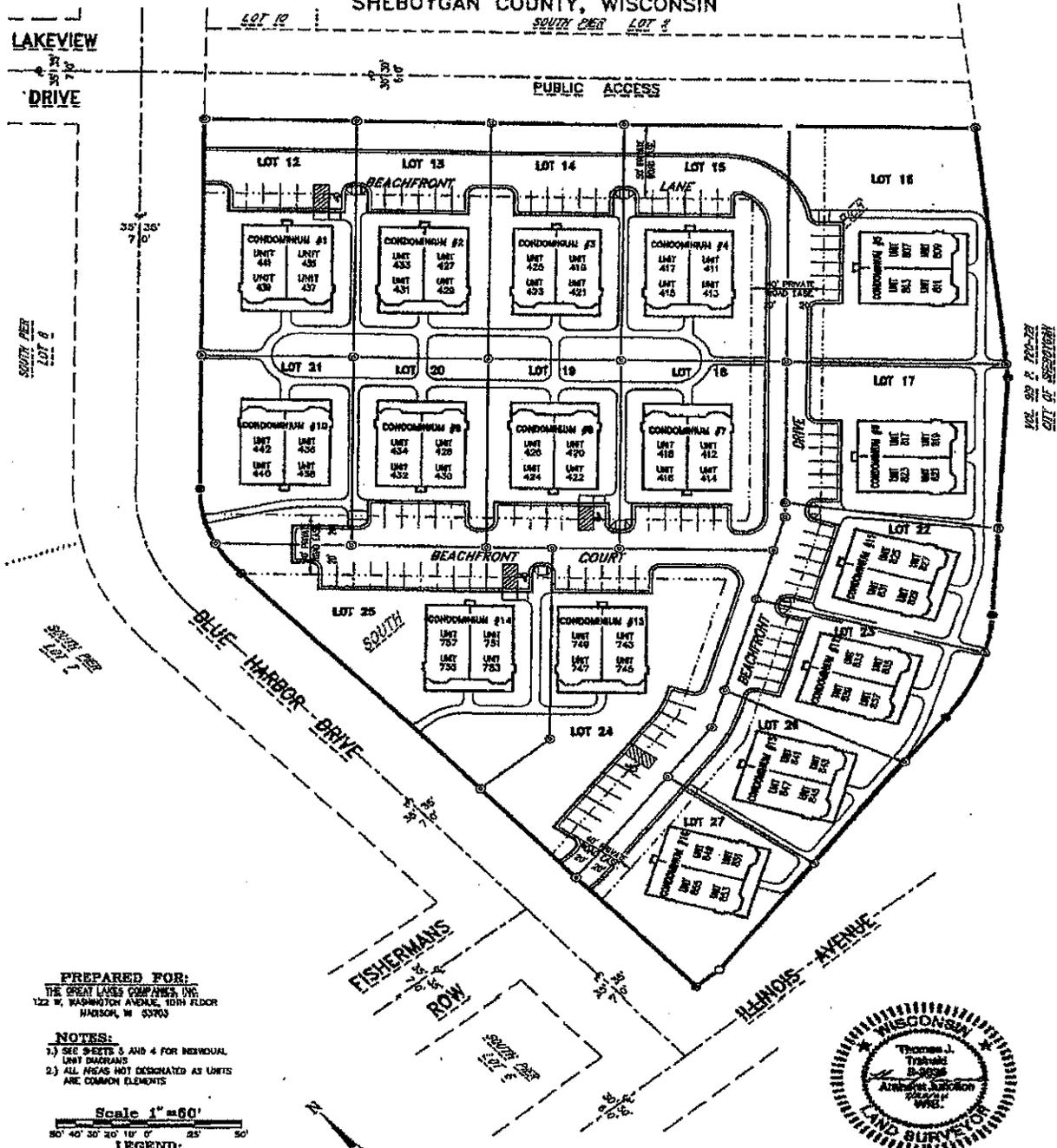
A portion of a condominium plat being all of Lots 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27 of South Pier, located in part of Government Lot 1, Section 26, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.

EXHIBIT B
CONDOMINIUM PLAT

See Attached

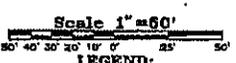
ADDENDUM TO BLUE HARBOR RESORT CONDOMINIUM

A CONDOMINIUM PLAT BEING ALL OF LOTS 12, 13, 14, 15, 16, 17, 18, 19, 20,
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GOVERNMENT LOT 1, SECTION 26, T15N, R23E, CITY OF SHEBOYGAN,
SHEBOYGAN COUNTY, WISCONSIN



PREPARED FOR:
THE GREAT LAKES COMPANIES, INC.
122 W. WASHINGTON AVENUE, 15TH FLOOR
MADISON, WI 53703

- NOTES:**
- 1) SEE SHEETS 3 AND 4 FOR INDIVIDUAL UNIT DIAGRAMS
 - 2) ALL AREAS NOT DESIGNATED AS UNITS ARE COMMON ELEMENTS



- LEGEND:**
- SECTION CORNER
 - 1.315" O.D. IRON PIPE
 - 1.315" O.D. IRON PIPE
 - 2.375" O.D. IRON PIPE
 - PREVIOUSLY RECORDED AS 1000
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT

BASIS FOR BEARINGS:
THE NORTH LINE OF THE NW/4, SECTION 25,
T15N, R23E, ASSUMED TO BEAR S89°37'18" E.

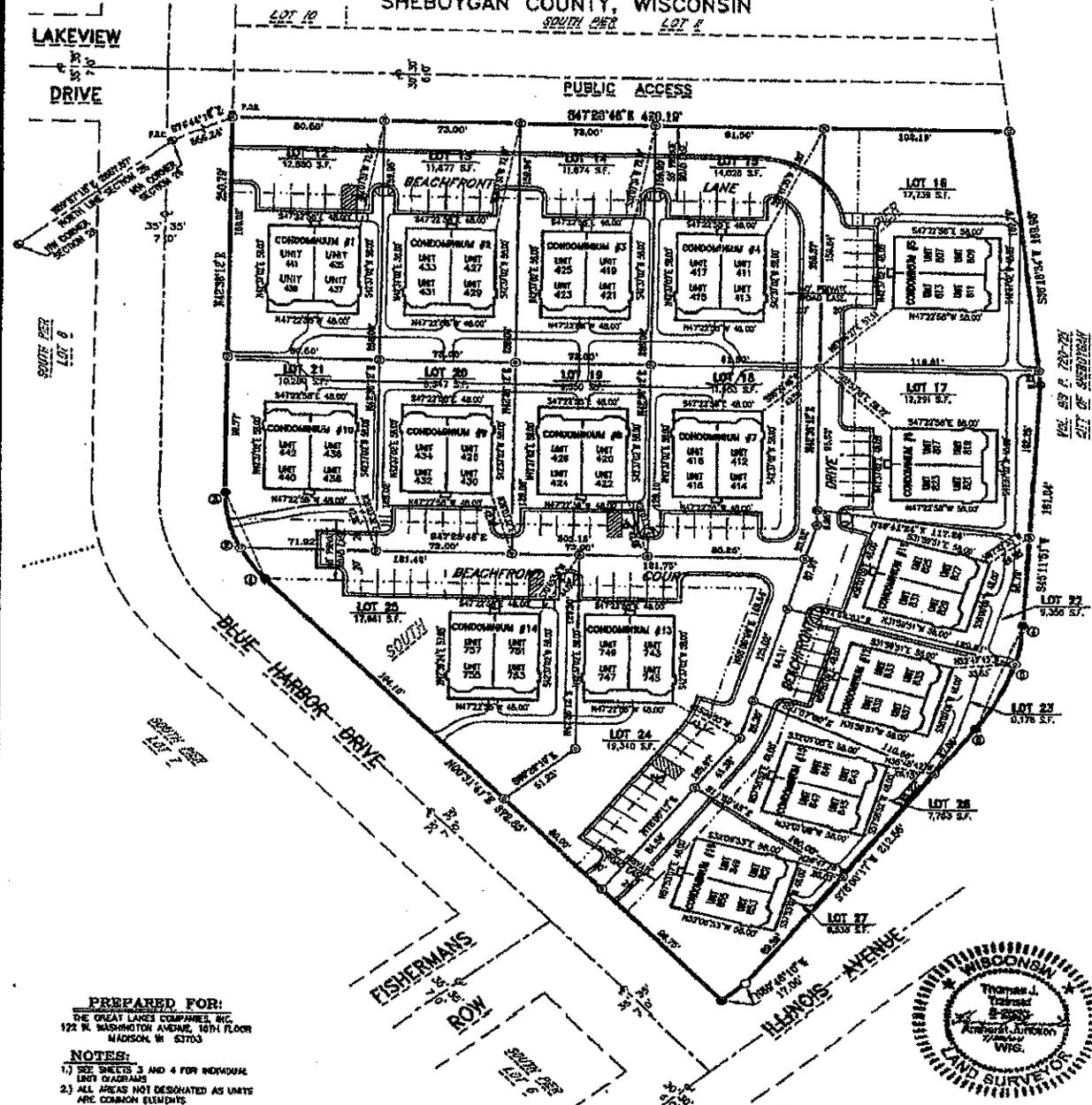


ESP GROUP, INC.
LAMPERT-LEE & ASSOCIATES
ENGINEERS • SURVEYORS • PLANNERS
10960 State Hwy. 54 East • Moonspin Republic, WI 54991-8716
715-424-3131 or 715-344-0068 • FAX 715-423-8774

Dwg. No. B-8912-C Project No. 04-18 Drawn By: Don Schmoll Date: July 22, 2004 Sheet 1 of 5 Sheets
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ADDENDUM TO BLUE HARBOR RESORT CONDOMINIUM

A CONDOMINIUM PLAT BEING ALL OF LOTS 12, 13, 14, 15, 16, 17, 18, 19, 20,
21, 22, 23, 24, 25, 26, AND 27 OF SOUTH PIER, LOCATED IN PART OF
GOVERNMENT LOT 1, SECTION 26, T15N, R23E, CITY OF SHEBOYGAN,
SHEBOYGAN COUNTY, WISCONSIN



PREPARED FOR:
DE GREAT LAKES COMPANIES, INC.
122 N. WASHINGTON AVENUE, 16TH FLOOR
MADISON, WI 53703

NOTES:
1) SEE SHEETS 3 AND 4 FOR INDIVIDUAL UNIT DIAGRAMS
2) ALL AREAS NOT DESIGNATED AS UNITS ARE COMMON ELEMENTS

Scale 1"=50'
0' 40' 30' 20' 10' 0' 20' 30'

LEGEND:
SECTION CORNER
1" O.D. IRON PIPE
1.315" O.D. IRON PIPE
2.375" O.D. IRON PIPE
PREVIOUSLY RECORDED AS 10200
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

BASIS FOR BEARINGS:
THE NORTH LINE OF THE NW1/4, SECTION 26, T15N, R23E, ASSUMED TO BEAR S89°37'18"E.

-CURVE TABLE-

CURVE NO.	LOT NO.	RADIUS	CHORD BEARING	TANGENT BEARING	TANGENT BEARING	CENTRAL ANGLE	ARC LENGTH	CHORD LENGTH
1-3	R/W	84.00'	N21°33'56"E	N00°31'45"E	S43°38'13"W	42°03'12"	89.62'	81.03'
1-4	R/W	85.00'	N00°33'11"E	N00°31'45"E	S43°38'13"W	18°07'01"	23.61'	23.63'
1-5	R/W	85.00'	N00°33'11"E	N00°31'45"E	S43°38'13"W	23°05'56"	29.51'	29.51'
2-8	R/W	131.00'	S81°36'24"W	S65°11'50"W	N78°24'17"E	37°24'28"	73.01'	73.01'
2-9	R/W	131.00'	S81°36'24"W	S65°11'50"W	N78°24'17"E	11°29'43"	25.13'	25.05'
2-10	R/W	151.00'	S87°18'35"W	S65°11'50"W	N78°24'17"E	21°22'47"	48.88'	48.69'

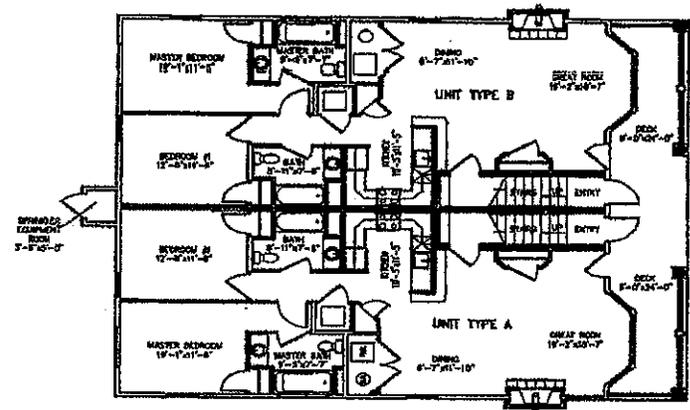


ESR GROUP, INC.
LAMPERT-LEE & ASSOCIATES
ENGINEERS - SURVEYORS - PLANNERS
10968 State Hwy 54 East • Wisconsin Rapids, WI 54981-8718
715-424-3131 or 715-344-0065 • FAX 715-423-8774

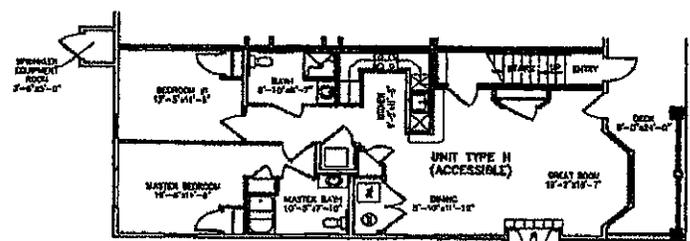
Dwg. No. **B-B912-C**
Project No. 04-18
Drawn By: Don Schmall
Date: July 22, 2004
Sheet 2 of 5 Sheets

ADDENDUM TO BLUE HARBOR RESORT CONDOMINIUM

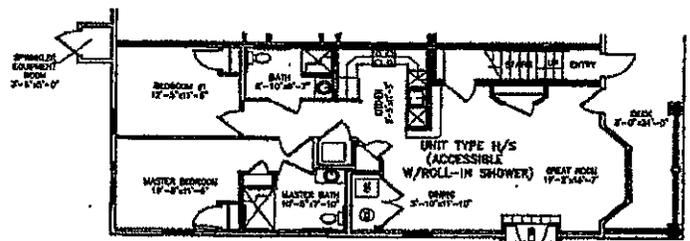
A CONDOMINIUM PLAT BEING ALL OF LOTS 12, 13, 14, 15, 16, 17, 18, 19, 20,
21, 22, 23, 24, 25, 26, AND 27 OF SOUTH PIER, LOCATED IN PART OF
GOVERNMENT LOT 1, SECTION 26, T15N, R23E, CITY OF SHEBOYGAN,
SHEBOYGAN COUNTY, WISCONSIN



FIRST FLOOR PLAN
UNIT TYPE A (UNITS: 412, 417, 425, 426, 435, 436, 745, 813, 823, 831, 839, 847)
UNIT TYPE B (UNITS: 411, 418, 419, 428, 427, 434, 435, 442, 745, 751, 807, 817, 825, 833, 841, 848)
SCALE 3/32"=1'-0"



FIRST FLOOR PLAN (ACCESSIBLE)
UNIT TYPE H (UNITS: 420 OR 441 AND 757 OR 852)
SCALE 3/32"=1'-0"



FIRST FLOOR PLAN (ACCESSIBLE W/ROLL-IN SHOWER)
UNIT TYPE H/S (UNITS: 420 OR 441 AND 757 OR 852)
SCALE 3/32"=1'-0"

- LEGEND**
- ⊙ SECTION CORNER
 - 1" O.D. IRON PIPE
 - ⊙ 1.315" O.D. IRON PIPE
 - ⊙ 2.375" O.D. IRON PIPE
 - ⊙ PREVIOUSLY RECORDED AS /000/
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT

NOTE:
1.) UNITS 420 AND 441 WILL EITHER HAVE TYPE H OR TYPE H/S FIRST FLOOR PLANS. THERE WILL BE ONE OF EACH FLOOR PLAN. ACTUAL LOCATIONS OF TYPE H AND TYPE H/S FIRST FLOOR PLANS TO BE DETERMINED.



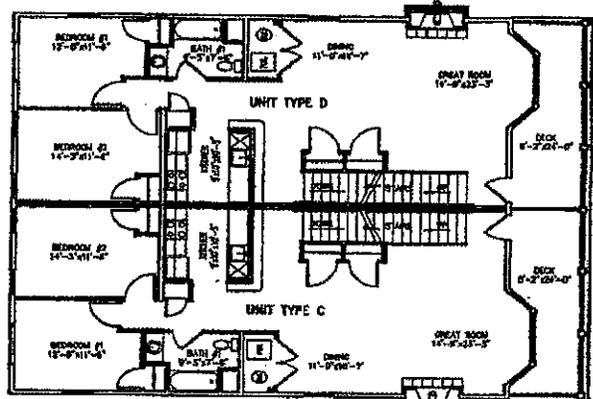
PREPARED FOR:
THE GREAT LAKES COMPANIES, INC.
122 W. WASHINGTON AVENUE, 10TH FLOOR
MADISON, WI 53703

ESP GROUP, INC.
LAMPERT-LEE & ASSOCIATES
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715-424-3131 or 715-344-0088 • FAX 715-423-8774

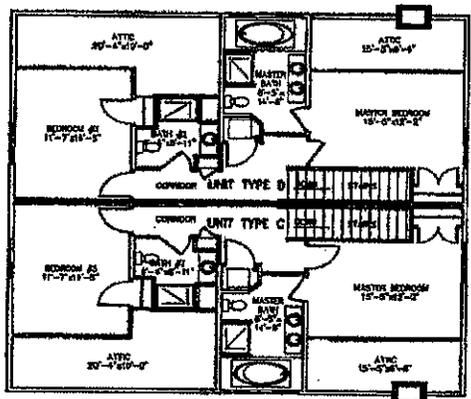
Dwg. No. B-8912-C
Project No. 04-10
Drawn By: Don Bohmell
Date: July 22, 2004
Sheet 9 of 6 Sheets

ADDENDUM TO BLUE HARBOR RESORT CONDOMINIUM

A CONDOMINIUM FLAT BEING ALL OF LOTS 12, 13, 14, 15, 16, 17, 18, 19, 20,
21, 22, 23, 24, 25, 26, AND 27 OF SOUTH PIER, LOCATED IN PART OF
GOVERNMENT LOT 1, SECTION 26, T15N, R23E, CITY OF SHEBOYGAN,
SHEBOYGAN COUNTY, WISCONSIN



SECOND FLOOR PLAN
 UNIT TYPE C (UNITS: 414, 415, 422, 423, 430, 431, 438, 439, 747, 745, 811, 821, 829, 837, 845, 853)
 UNIT TYPE D (UNITS: 412, 416, 421, 424, 428, 432, 437, 440, 745, 753, 809, 818, 827, 835, 843, 851)
 SCALE 3/32"=1'-0"



THIRD FLOOR PLAN
 UNIT TYPE C (UNITS: 414, 415, 422, 423, 430, 431, 438, 439, 747, 745, 811, 821, 829, 837, 845, 853)
 UNIT TYPE D (UNITS: 412, 416, 421, 424, 428, 432, 437, 440, 745, 753, 809, 818, 827, 835, 843, 851)
 SCALE 3/32"=1'-0"



- LEGEND**
- ⊙ SECTION CORNER
 - 1" O.D. IRON PIPE
 - ⊙ 1.315" O.D. IRON PIPE
 - ⊙ 2.375" O.D. IRON PIPE
 - PREVIOUSLY RECORDED AS 10001
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT

PREPARED FOR:
 THE GREAT LAKES COMPANIES, INC.
 122 W. WASHINGTON AVENUE, 10TH FLOOR
 MADISON, WI 53703

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 ENGINEERS • SURVEYORS • PLANNERS
 10858 State Hwy. 54 East • Waukesha Rapids, WI 53194-8718
 715-424-3131 or 715-344-0068 • FAX 715-423-8774

Dwg. No. **B-8912-C**
 Project No. 04-16
 Drawn By Don Schmolz
 Date: July 22, 2004
 Sheet 4 of 5 Sheets

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ADDENDUM TO BLUE HARBOR RESORT CONDOMINIUM

A CONDOMINIUM PLAT BEING ALL OF LOTS 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, AND 27 OF SOUTH PIER, LOCATED IN PART OF GOVERNMENT LOT 1, SECTION 26, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

All of Lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27 of South Pier, Being part of Government Lot 1, Section 26, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin. Commencing at the concrete monument with a brass cap on the North quarter corner of Section 26;

Thence S74°44'18"E, 555.24 feet to an iron pipe stake on the North-east corner of Lot 12, South Pier, and the Point of Beginning of the following description:

Thence S47°23'48"E along the easterly line of Lots 12, 13, 14, 15 and 16, South Pier, 420.18 feet to an iron pipe stake on the Southeastery corner of Lot 16, South Pier;

Thence S38°18'34"W along the Southerly line of Lots 16 and 17, South Pier, 189.88 feet to an iron pipe stake;

Thence S45°11'51"W along the Southerly line of Lots 17 and 22, South Pier, 181.04 feet to an iron pipe stake which is the beginning of a circular curve concave to the Northwest with a radius of 131.00 feet and a central angle of 32°48'20";

Thence Southwesterly along the arc of the curved Southerly line of Lots 22 and 23, South Pier, 75.01 feet to an iron pipe stake which is measured by a chord of 73.88 feet which bears S91°36'04"W;

Thence S78°00'17"W along the Southerly line of Lots 23, 26 and 27, South Pier, 212.56 feet to an iron pipe stake;

Thence N88°46'10"W along the Southerly line of Lot 27, South Pier, 17.00 feet to an iron pipe stake on the Southwest corner of said Lot 27 and the Northeast corner of the Intersection of Illinois Avenue and Blue Harbor Drive;

Thence N00°31'41"E along the West line of Lots 27, 24 and 26, South Pier, 578.85 feet to an iron pipe stake and the beginning of a circular curve concave to the East with a radius of 65.00 feet and a central angle of 42°04'31";

Thence Northerly along the arc of the curved West line of Lots 25 and 21, South Pier, and the curved Easterly line of Blue Harbor Drive, 62.42 feet to an iron pipe stake which is measured by a chord of 61.03 feet which bears N21°33'56.6"E;

Thence N42°36'12"E along the West line of Lots 21 and 12, South Pier, and the East line of Blue Harbor Drive, 250.79 feet to the Point of Beginning, containing 184,273 square feet.

Dated this 22nd day of July, 2004.



Thomas J. Trzinski
THOMAS J. TRZINSKI
Registered Land Surveyor No. 2636

CORPORATE OWNER'S CERTIFICATE OF DEDICATION

Blue Harbor Resort Condominium, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Delaware, as owner, does hereby certify that said company caused the land described on this plat to be surveyed, divided, mapped, and dedicated as represented on this plat.

Blue Harbor Resort Condominium, LLC, does further certify that this plat is required by s.236.10 or s.238.12 to be submitted to the following for approval or objection:

None

IN WITNESS WHEREOF, The Great Lakes Companies, Inc., as manager of Blue Harbor Resort Condominium, LLC, a Delaware Limited Liability Company, has caused these presents to be signed by Bruce D. Neviesser, its chairman, and counter signed by Marc Vaccaro, its Vice President at Madison, Wisconsin, on this 22nd day of July, 2004.

In presence of:

Blue Harbor Resort Condominium, LLC, a Delaware Limited Liability Company

By: Bruce D. Neviesser, Manager

Bruce D. Neviesser
Bruce D. Neviesser, Chairman

Marc Vaccaro
Marc Vaccaro, Vice-President

STATE OF WISCONSIN

COUNTY OF Dane } SS

Personally came before me this 22nd day of July, 2004, the above named The Great Lakes Companies, Inc., as the manager of Blue Harbor Resort Condominium, LLC, Bruce D. Neviesser, Chairman and Marc Vaccaro, Vice-President, and to me known to be the persons who executed the foregoing instrument in and acknowledged the same in such capacities.

Karla J. Braunsley
Notary Public, Dane County, Wisconsin

My commission expires 10/7/07



CONSENT OF MORTGAGEE

M&I Marshall & Isley Bank, a state chartered bank duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of Blue Harbor Resort Condominium, LLC, owner.

IN WITNESS WHEREOF, the said M&I Marshall & Isley Bank has caused these presents to be signed by Peter G. Morken, its Vice President, and countersigned by Thomas J. Trzinski, its Vice President, at Madison, Wisconsin, on this 22nd day of July, 2004.

In the presence of:

Peter G. Morken
M&I Marshall & Isley Bank

Thomas J. Trzinski
7-26-04

STATE OF WISCONSIN

COUNTY OF Dane } SS

Personally came before me this 22nd day of July, 2004, Peter G. Morken, and Thomas J. Trzinski of the above named state chartered bank, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice Pres. and Vice Pres. of said state chartered bank, and acknowledged that they executed the foregoing as such officers as the deed of said charter, by its authority.

Thomas J. Trzinski
Notary Public, Dane County, Wisconsin

My commission expires 3-4-07

PREPARED FOR:
THE GREAT LAKES COMPANIES, INC.
107 W. WASHINGTON AVENUE, 10TH FLOOR
MADISON, WI 53703

CONSENT OF REDEVELOPMENT AUTHORITY

The foregoing Condominium Plat of Blue Harbor Resort Condominium is hereby consented to.

REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN, WISCONSIN

Michael Leibham
Michael Leibham, Chairperson

Paulette Enders
Paulette Enders, Executive Director

STATE OF WISCONSIN

COUNTY OF Sauk } SS

Personally came before me this 22nd day of July, 2004, Michael Leibham, Chairperson and Paulette Enders, Executive Director of the Redevelopment Authority of the City of Sheboygan, Wisconsin, and to me known to be the persons who executed the foregoing instrument in and acknowledged the same in such capacities.

Michael Leibham
Notary Public, Sauk County, Wisconsin

My commission expires in perpetuity



ESP GROUP, INC.
LAMPERT-LEE & ASSOCIATES
ENGINEERS • SURVEYORS • PLANNERS

10800 State Hwy. 24 East • Wisconsin Rapids, WI 54484-3718
715-424-3131 or 715-344-0088 • FAX 715-423-8774

DWG. No. **B-8912-C**

Project No. 04-18

Drawn By: Don Schmoll

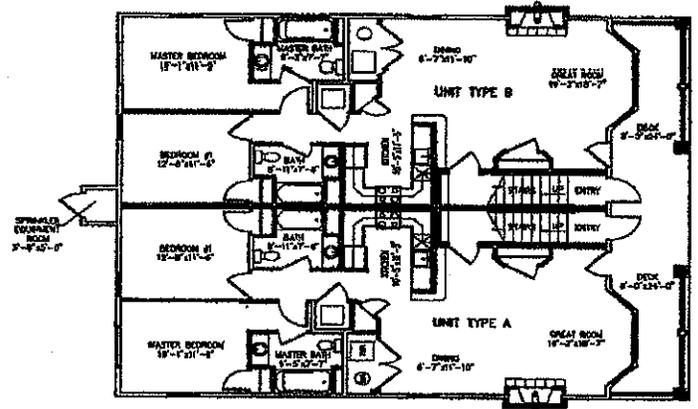
Date: July 22, 2004

Sheet 6 of 5 Sheets

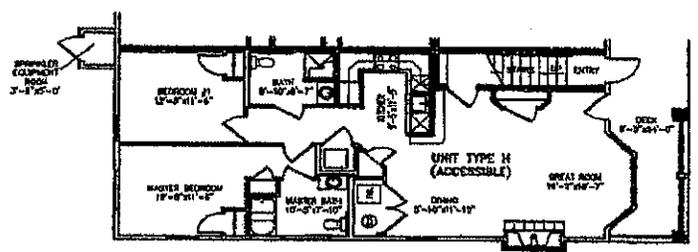
EXHIBIT D

ADDENDUM TO BLUE HARBOR RESORT CONDOMINIUM

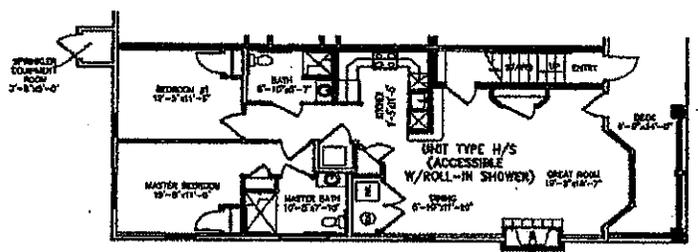
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UNIT TYPE H (UNITS: 420 OR 441 AND 757 OR 855)
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FIRST FLOOR PLAN (ACCESSIBLE W/ROLL-IN SHOWER)
UNIT TYPE H/S (UNITS: 420 OR 441 AND 757 OR 855)
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 ⊙ 1.315" O.D. IRON PIPE
 ⊙ 2.375" O.D. IRON PIPE
 ○ PREVIOUSLY RECORDED AS 1000
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCEMENT

NOTE:
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PREPARED FOR:
 THE GREAT LAKES COMPANIES, INC.
 122 W. WASHINGTON AVENUE, 10TH FLOOR
 MADISON, WI 53703

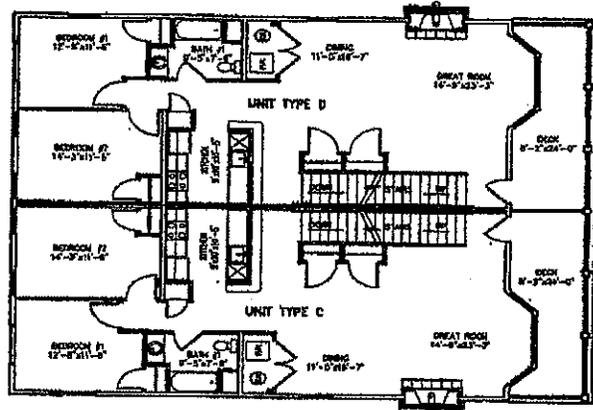
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LAMPERT-LEE & ASSOCIATES
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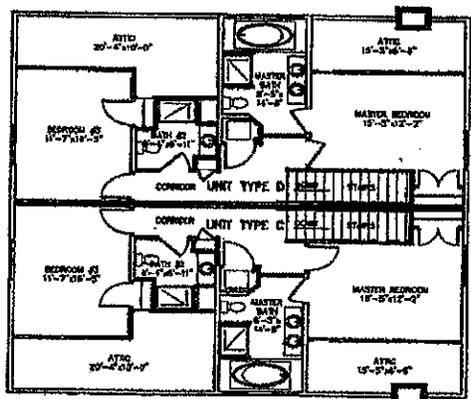
Dwg. No. B-8912-C
Project No. 04-16
Drawn By: Don Schmoll
Date: July 22, 2004
Sheet 3 of 5 Sheets

ADDENDUM TO BLUE HARBOR RESORT CONDOMINIUM

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PREPARED FOR:
 THE GREAT LAKES COMPANIES, INC.
 122 N. WASHINGTON AVENUE, 10TH FLOOR
 MADISON, WI 53703

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Dwg. No.	B-8912-C
Project No.	04-18
Drawn By:	Don Schroll
Date:	July 22, 2004
Sheet	4 of 5 Sheets

22

Document Number

SECOND AMENDMENT TO
DECLARATION OF BLUE HARBOR
RESORT CONDOMINIUM



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TX:4183025

2084008
SHEBOYGAN COUNTY, WI
RECORDED ON
12/23/2019 03:40 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
TRANSFER FEE:
EXEMPTION #
Cashier ID: 5
PAGES: 5

THIS SECOND AMENDMENT TO DECLARATION OF BLUE HARBOR RESORT CONDOMINIUM is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (the "Act") and Section 17.2 of the Declaration, as defined below, on the 6th day of December, 2019, by Blue Harbor Resort Condominium Association, Inc., a Wisconsin corporation (the "Association") by its Board of Directors (the "Directors"), as confirmed by the undersigned officers of the Association.

This space reserved for Recording Data

RECITAL STATEMENTS OF AMENDMENT

Name and Return Address

A. Blue Harbor Resort Condominium, LLC, a limited liability company organized pursuant to the laws of the State of Delaware ("Declarant") executed that certain Declaration of Blue Harbor Resort Condominium, recorded as Document No. 1738057, in the Office of the Register of Deeds for Sheboygan County on June 29, 2004 (the "Recorded Declaration"), submitting Declarant's leasehold interest in the property (the "Property") set forth in such Recorded Declaration to the condominium form of ownership.

Peter R. Mayer
Mayer Law Firm, S.C.
502 North 6th Street
Sheboygan, WI 53081

See parcel number list attached
(Parcel Identification Numbers)

B. Declarant amended the Recorded Declaration by that certain Amendment to Declaration and Expansion of Blue Harbor Resort Condominium dated July 26, 2004, and recorded as Document No. 1741288, in the Office of the Register of Deeds for Sheboygan County on August 4, 2004 (the "First Amendment").

C. Except for the First Amendment, no other amendment or assignment relating to Blue Harbor Resort Condominium has been adopted and recorded pursuant to Sections 703.09, 703.093, or 703.095, Wis. Stats., including without limitation Section 703.09(4), Wis. Stats., and the Recorded Declaration and First Amendment together constitute the entire Declaration (the "Declaration") with respect to the Blue Harbor Resort Condominium.

D. The Declaration created certain condominium units, defined in the Declaration as the Units of Blue Harbor Resort Condominium, which are listed in their entirety and are more specifically identified by legal description and tax parcel identification numbers on Exhibit "A" attached hereto (the "Units").

E. A right of first refusal on conveyance was granted solely to Declarant pursuant to Section 12.3 of the Declaration and an option to purchase was granted solely to Declarant pursuant to Section 12.4 of the Declaration (together the "Unit Purchase Rights of Declarant").

F. No other document, instrument, agreement, or contract, has directly created the option to purchase the Units or has directly created the right of first refusal to purchase the Units, other than by virtue of and pursuant to the Unit Purchase Rights of Declarant.

G. The Unit Purchase Rights of Declarant have not been assigned by Declarant pursuant to or in compliance with the Act, including without limitation under the requirements of Section 703.09(4), Wis. Stats.

H. More than ten (10) years has passed from the date that the Declaration was recorded. Declarant does not have any ownership in the Property or in Blue Harbor Resort Condominium. The Directors of the Association have the sole authority pursuant to Section 17.2 of the Declaration and Section 703.095, Wis. Stats., to record a special amendment to the Declaration to conform the Declaration with the requirements of the Act and to correct the error of the continued reference in the Declaration to the Unit Purchase Rights of Declarant.

I. The Directors of the Association have the obligation to remove the error of the continued reference in the Declaration to the Unit Purchase Rights of Declarant and have the authority to do so pursuant to Section 17.2 of the Declaration and Section 703.095, Wis. Stats.

J. At a meeting of the Directors of the Association, after proper notice having been given and with a quorum of the Directors present, a resolution for the adoption of this Second Amendment to Declaration of Blue Harbor Resort Condominium was made, seconded, and carried, and authorized the officers of the Association to sign and record this Second Amendment to Declaration of Blue Harbor Resort Condominium.

K. By execution of this Second Amendment to Declaration, the undersigned confirm that the provisions of Section 703.095, Wis. Stats. have been satisfied, including that this special amendment refers to the condominium instrument and document number being amended or corrected, that this amendment has been numbered consecutively, that this special amendment bears the name of the Blue Harbor Resort Condominium, and that this special amendment identifies all Units of Blue Harbor Resort Condominium, and upon recording, this Second Amendment to Declaration shall constitute a valid and enforceable amendment to the Declaration.

AGREEMENT

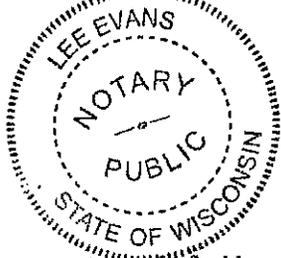
NOW, THEREFORE, for the reasons set forth above, the Declaration is amended as follows:

1. Amendment to Declaration. Section 12.3 of the Declaration, titled "Right of First Refusal on Conveyance", is hereby deleted from the Declaration in its entirety. Section 12.4 of the Declaration, titled "Involuntary Sale", is hereby deleted from the Declaration in its entirety.
2. This Second Amendment to Declaration shall be binding upon and inure to the benefit of the Unit Owners, and to their respective heirs, successors and assigns.

ACKNOWLEDGMENT

State of Wisconsin)
) SS
Sheboygan County)

Personally came before me this 5th day of December, 2019, Thomas Atkins, to me known to be the person who executed the foregoing instrument as Secretary of Blue Harbor Resort Condominium Association, Inc., and acknowledged the same.



[Signature]
* LEE EVANS
Notary Public, State of Wisconsin
My Commission (expires: 11-17-2022 ~~is permanent~~).

This Instrument was drafted by:
Peter R. Mayer
Mayer Law Firm, S.C.
502 North 6th Street
Sheboygan, WI 53081

EXHIBIT "A"
Units of Blue Harbor Resort Condominium

Unit Legal Descriptions

All of the Units of Blue Harbor Resort Condominium, created by a "Declaration of Condominium" recorded on June 29, 2004 at 8:52 AM, in the Office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. 1738057, and by its Condominium Plat, as amended by that certain Amendment to Declaration and Expansion of Blue Harbor Resort Condominium dated July 26, 2004, and recorded as Document No. 1741288, in the Office of the Register of Deeds for Sheboygan County on August 4, 2004, and by the Addendum to the Condominium Plat, along with undivided interests in the common & unlimited common elements as set forth in the Declaration of Condominium recorded as Document No. 1738057 and amendments and also an undivided interest in the ground lease recorded as Document No. 1722903 and amendments.

For greater specificity, the Units are set forth and listed as follows:

Units 435, 437, 439, and 441 all of Building 1; Units 427, 429, 431, and 433 all of Building 2; Units 419, 421, 423, and 425 all of Building 3; Units 411, 413, 415, and 417 all of Building 4; Units 807, 809, 811, and 813 all of Building 5; Units 817, 819, 821, and 823 all of Building 6; Units 412, 414, 416, and 418 all of Building 7; Units 420, 422, 424, and 426 all of Building 8; Units 428, 430, 432, and 434 all of Building 9; Units 436, 438, 440, and 442 all of Building 10; Units 825, 827, 829, and 831 all of Building 11; Units 833, 835, 837, and 839 all of Building 12; Units 743, 745, 747, and 749 all of Building 13; Units 751, 753, 755, and 757 all of Building 14; Units 841, 843, 845, and 847 all of Building 15; Units 849, 851, 853, and 855 all of Building 16; all of Blue Harbor Resort Condominium, created by a "Declaration of Condominium" recorded on June 29, 2004 at 8:52 AM, in the Office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. 1738057, and by its Condominium Plat, as amended by that certain Amendment to Declaration and Expansion of Blue Harbor Resort Condominium dated July 26, 2004, and recorded as Document No. 1741288, in the Office of the Register of Deeds for Sheboygan County on August 4, 2004, and by the Addendum to the Condominium Plat, along with undivided interests in the common & unlimited common elements as set forth in the Declaration of Condominium recorded as Document No. 1738057 and amendments and also an undivided interest in the ground lease recorded as Document No. 1722903 and amendments.

Tax Parcel Numbers

Tax Parcel Numbers 59281323000 thru 59281323064, inclusive, which for greater specificity are set forth and listed as follows:

Tax Parcel Numbers 59281323001, 59281323002, 59281323003, 59281323004, 59281323005, 59281323006, 59281323007, 59281323008, 59281323009, 59281323010, 59281323011, 59281323012, 59281323013, 59281323014, 59281323015, 59281323016, 59281323017, 59281323018, 59281323019, 59281323020, 59281323021, 59281323022, 59281323023, 59281323024, 59281323025, 59281323026, 59281323027, 59281323028, 59281323029, 59281323030, 59281323031, 59281323032, 59281323033, 59281323034, 59281323035, 59281323036, 59281323037, 59281323038, 59281323039, 59281323040, 59281323041, 59281323042, 59281323043, 59281323044, 59281323045, 59281323046, 59281323047, 59281323048, 59281323049, 59281323050, 59281323051, 59281323052, 59281323053, 59281323054, 59281323055, 59281323056, 59281323057, 59281323058, 59281323059, 59281323060, 59281323061, 59281323062, 59281323063, and 59281323064 for the Units, and Tax Parcel Number 59281323000 for the common elements.

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BLUE HARBOR RESORT CONDOMINIUM ASSOCIATION, INC.

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BYLAWS

OF

THE BLUE HARBOR RESORT CONDOMINIUM ASSOCIATION, INC.

The following Bylaws are accepted by Blue Harbor Resort Condominium Association, Inc., a Wisconsin not for profit corporation, and Blue Harbor Resort Condominium, LLC, a Delaware limited liability company, as of the 13th day of January, 2004.

All defined terms used herein but not otherwise defined herein shall have the same meaning ascribed to them in the Declaration of Blue Harbor Resort Condominium, a condominium (the "Declaration") as recorded in the Sheboygan County, Wisconsin land records.

ARTICLE I

Purposes

Section 1. Purposes. The purposes for which this corporation is organized and shall be operated are as follows:

- (a) to serve as an association of Unit Owners in Blue Harbor Resort Condominium Association, Inc., a condominium, under the Wisconsin Condominium Ownership Act (hereafter the corporation shall be referred to as the "Association");
- (b) to serve as a means through which the Unit Owners may collectively and efficiently administer, manage, operate and control the Condominium in accordance with the Wisconsin Condominium Ownership Act and the Declaration; and
- (c) to engage in any lawful activity included in and permitted under the Wisconsin Condominium Ownership Act, the Declaration and the purposes for which a nonstock, nonprofit corporation may be organized.

ARTICLE II

Offices

Section 1. Principal Office. The principal office of the corporation shall be located in the City of Sheboygan, County of Sheboygan, Wisconsin. The corporation may have such other offices, either within or without the State of Wisconsin, as the Board of Directors may designate from time to time.

Section 2. Registered Office. The initial registered office shall be the same as the principal office.

ARTICLE III

Association

Section 1. Membership. The Association shall have one (1) class of voting membership. The Members shall be all the Unit Owners. Members shall have one vote for each Unit owned unless otherwise identified in the Declaration. Each Unit Owner, upon acquiring title to a Unit under the terms of the Declaration, shall automatically become a Member of the Association and shall remain a Member thereof until such time as his ownership of such Unit ceases for any reason, at which time his membership in the Association shall automatically cease. In the event a Unit is owned by more than one person or entity, the person or entity who shall be entitled to vote for the Unit shall be the person or entity named on a certificate executed by all of the co-owners of the Unit and filed with the Secretary of the Association.

Section 2. Unit Owner Prohibited from Voting. No Unit Owner may vote at any meeting if the Association has a lien against the Unit for an unpaid amount due the Association, or if the Association has instituted an action to perfect a lien and the amount necessary to release such lien has not been paid at the time of such meeting, or if the amount necessary to release an instituted lien action has not been escrowed with a title insurance company authorized to do business in the State of Wisconsin.

Section 3. Proxies. Any Unit vote may be cast pursuant to a proxy executed by the Unit Owner. No proxy shall be revocable except by actual notice of revocation given to the presiding officer of the meeting by the Unit Owner or by the majority in interest of the co-owners. All proxies must be filed with the Secretary of the Association before the time of the meeting for which they are given. Every proxy shall state the time at which it shall terminate, the date it was executed and that it is not revocable without notice. In any event, except with respect to proxies in favor of a Mortgagee, no proxy shall be valid for a period in excess of one hundred eighty (180) days.

Section 4. Membership Roster. The Secretary of the Association shall maintain a Membership Roster which states the name and address of each individual or entity entitled to cast a vote on behalf of a Unit. Co-owners of a Unit shall provide the Association with a certificate naming the individual or entity entitled to vote on behalf of the Unit. Any change in the designation of the individual or entity entitled to vote shall be delivered to the Secretary of the Association.

Section 5. Annual Meetings. The first annual meeting of the Unit Owners shall be held within twelve (12) months following the date of recordation of the Declaration, or on or before the date of conveyance of Units by the Declarant to which seventy-five percent (75%) or more of the Allocated Interests in the Condominium appertain, whichever first occurs. Unless otherwise determined by the Board of Directors, annual meetings of the Association held after the first annual meeting shall be held on the same day of the same month of each succeeding year, unless such date shall occur on a Saturday, Sunday or legal holiday, in which event the meeting shall be held on the next succeeding Monday which is not a legal holiday. Meetings of

the Association shall be held at the office of the Condominium or at such other suitable place convenient to Unit Owners as from time to time may be designated by the Board of Directors.

Section 6. Special Meetings. The President, the Board of Directors or the Members having fifty percent (50%) of the votes in the Association may call a special meeting. The only issues which may be addressed at a special meeting are those issues stated in the notice of such meeting.

Section 7. Notice of Meetings. The Secretary shall cause to be sent to each Unit Owner written notice of the time, place and purpose or purposes of all general and special meetings of the Association. Such notice shall be given at least ten (10) days but no more than thirty (30) days in advance of the meeting. Such notice shall be sent by United States mail, first class postage prepaid. In lieu of mailing notice of a meeting in the manner provided in this Section, the Secretary may cause such notice to be personally delivered, provided, that the Secretary of the Association shall certify in writing that such notice was delivered to the Unit Owner.

Section 8. Conduct of Meeting. The minutes of all meetings shall be held in a minute book maintained for the Association by the Secretary. The then current Robert's Rules of Order or any other rules of procedure acceptable to a majority of the votes of Unit Owners shall govern the conduct of all meetings of the Association when not in conflict with these Bylaws, the Declaration or the Act. All votes shall be tallied by a person or persons appointed by the presiding Officer of the meeting.

Section 9. Majority Required to Act. Except as otherwise required by the Act, the Declaration or these Bylaws, decisions of the Association shall be made by a majority of the votes of Unit Owners present, in person or by proxy, at a meeting of the Association at which a quorum is present.

Section 10. Quorum. A quorum for the purposes of general or special meetings shall consist of fifty percent (50%) of the votes entitled to vote unless otherwise required by the Act, Declaration or any of the Condominium Documents.

Section 11. Action Without Meeting. Any action by Unit Owners required or permitted to be taken at a meeting may be taken without a meeting if all of the Unit Owners (and Mortgagees, if required,) shall consent in writing to such action. Any such unanimous written consent shall be filed with the minutes of the proceedings of the meetings of the Association.

ARTICLE IV

Board of Directors

Section 1. General Powers. The affairs of the corporation shall be managed by its Board of Directors. The Board of Directors shall utilize and distribute the net earnings and principal funds of the corporation solely in accordance with the purposes for which the corporation was organized.

Section 2. Number; Declarant Control.

(a) The Declarant shall designate three (3) persons to the initial Board of Directors. None of the Directors designated by Declarant must be a Unit Owner and each shall serve until control of the Association passes to the Unit Owners as provided in this Section. The Board of Directors shall be expanded to a maximum of five (5) Members, in the manner and at the times set forth below. Each Member of the Board of Directors elected other than the three (3) Directors designated by Declarant must be a Unit Owner.

(b) A special meeting shall be held prior to the conveyance of Units to which twenty-five percent (25%) of the Allocated Interest in the Condominium appertain or at such earlier time as may be determined by the Declarant in its sole discretion, at which special meeting the Unit Owners other than the Declarant shall elect two Directors; thereafter, the Board of Directors shall be composed of five (5) persons.

(c) A special meeting shall be held prior to the conveyance of Units to which fifty percent (50%) of the Allocated Interest in the Condominium appertain where one of the Directors appointed by Declarant shall resign and the Unit Owners other than the Declarant shall elect one new Director.

(d) A special meeting shall be held on or before the earlier to occur of (i) thirty (30) days after the date of conveyance of Units to which seventy-five percent (75%) of the Allocated Interest of the Condominium appertain or the date of expiration of three (3) years from the date of the first conveyance to any purchaser other than Declarant of any Unit in the Condominium, at which special meeting all remaining Members of the Board of Directors appointed by the Declarant shall resign and two new Members of the Board of Directors shall be elected by all Unit Owners, including the Declarant, to the extent the Declarant then owns any Units. All Members of the Board of Directors elected at such special meeting shall serve until their successors shall have been elected at the next succeeding annual meeting.

Section 3. Term of Office. Each Director shall serve a term of one year beginning after the conclusion of the annual meeting and continuing until the next annual meeting.

Section 4. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary or required for the administration and implementation of the affairs of the Association. Such powers and duties shall be exercised in accordance with the provisions of the Act and any of the Condominium Documents. Such powers and duties shall include, but not be limited to, the following:

- (a) To promulgate and enforce the Rules and Regulations.
- (b) To contract for and dismiss the services of accountants or other employees or agents and to pay to said persons reasonable compensation.
- (c) To adopt an annual budget, in which there shall be established the required contribution of each Unit Owner to the Common Expenses.

(d) To operate, maintain, repair, improve and replace the Common Elements and facilities as provided for in the Declaration and other Condominium Documents.

(e) To ascertain the amount of and pay the Common Expenses and any other expense incurred by the Association on behalf of the Unit and/or Unit Owners.

(f) To open bank accounts on behalf of the Association and designating the signatories required therefor.

(g) To initiate, prosecute and settle litigation for itself, the Association and the Condominium, provided that it shall make no settlement which results in a liability against the Board of Directors.

(h) To obtain insurance on behalf of the Association in accordance with the Condominium Documents these Bylaws and to settle any claim under any such policies of insurance.

(i) To repair or restore the Property as required by the Act and/or the Declaration.

(j) To own, purchase or lease, hold and sell, or otherwise dispose of, on behalf of the Unit Owners, items of personal property necessary to or convenient in the conduct and management of the business and affairs of the Association and in the operation of the Property, including without limitation, furniture, furnishings, fixtures, maintenance equipment, appliances and office supplies.

(k) To keep adequate books and records as required by the Act and the Condominium Documents.

(l) To have a corporate seal.

(m) To approve and sign checks and issue payment vouchers.

(n) To pay off liens against any portion of the Property.

(o) To collect Assessments from Unit Owners and deposit the proceeds thereof in the proper accounts.

(p) To borrow money and enter into promissory notes on behalf of the Association when required in connection with the operation and maintenance of the Common Elements, provided, however, that at no time shall there be borrowed or owed in excess of Twenty Thousand Dollars (\$20,000) without the prior consent of at least sixty-six percent (66%) of the votes of Unit Owners obtained at a meeting duly called and held for such purpose.

(q) Purchasing on behalf of all Unit Owners any Unit whose Unit Owner has elected to sell such Unit or any Unit which is to be sold at a foreclosure or other judicial

sale, provided, however, that the Board of Directors may not take any such action without the prior consent of at least sixty-six percent (66%) of the votes of all Unit Owners in the Association obtained at a meeting duly called and held for such purpose.

(r) Contract for the services of a Managing Agent and to delegate to a Managing Agent all of its foregoing powers, duties and responsibilities referred to above.

Section 5. Regular Meetings. The Board of Directors may provide, by resolution, the time and place, within the State of Wisconsin, for the holding of regular meetings.

Section 6. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons calling such meetings shall fix any time or place, within the State of Wisconsin, for holding any special meeting of the Board of Directors.

Section 7. Removal of Members of the Board of Directors. The Declarant may by written notice to the Board of Directors remove any Director appointed to the Board of Directors by Declarant and appoint a successor Director. Any Director, except for a Director appointed by the Declarant, may be removed from office, either with or without cause, by the affirmative vote of a majority of Directors then in office taken at a special meeting of Directors called for that purpose.

Section 8. Incapacity or Death of a Director. If a Director shall be incapacitated to the extent he is unable to perform his duties as a Director or if a Director dies during his term as a Director, then a new Director shall be chosen as provided for in Section 9 of this Article.

Section 9. Vacancies. Except for Directors appointed by Declarant, any vacancy occurring in the Board of Directors may be filled until the next succeeding annual election by the affirmative vote of a majority of the Directors then in office, although less than a quorum of the Board of Directors.

Section 10. Notice. Notice of a regular meeting shall be given at least ten (10) business days prior to the date thereof and notice of any special meeting shall be given at least forty-eight (48) hours prior to the time thereof. Notices may be given orally or by written notice delivered personally, mailed by United States Mail or by Federal Express or some other similar form of commercial delivery system to each Director at his last known address. If mailed, a notice shall be deemed to be delivered when deposited in the United States Mail or when deposited with a Federal Express agent or some other agent of a similar form of commercial delivery system so addressed with postage thereon prepaid. Whenever any notice is required to be given to any Directors of the corporation under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of any statute, a waiver thereof in writing, signed at any time, whether before or after the time of meeting, by the Director entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting and objects thereafter to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at,

nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 11. Telephone Meetings. The Board of Directors may conduct its meetings by means of a conference by telephone or similar communication equipment if all persons participating in such meeting can hear and talk to each other at the same time. Such participation shall constitute presence in person at any such meeting.

Section 12. Quorum. A majority of the Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but though less than a quorum is present at a meeting a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 13. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present, shall be the act of the Board of Directors, unless the act of a greater number is required by these Bylaws or by law.

Section 14. Compensation. The Board of Directors, by affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its Members or the fact that they may also be Officers, may establish reasonable compensation of all Directors for services rendered to the Association as Directors or otherwise, or may delegate such authority to an appropriate committee.

Section 15. Presumption of Assent. A Director of the corporation who is present at a meeting of the Board of Directors or a committee thereof at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association within twenty-four (24) hours after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 16. Informal Action. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors or Members of such committee.

Section 17. Committees. The Board of Directors may appoint and dismiss committees made up of Unit Owners as the Board of Directors from time to time deems desirable to assist in the administration or operation or affairs of the Condominium.

ARTICLE V

Officers

Section 1. Principal Officers. The principal Officers of the corporation shall be a President, one or more Vice-Presidents, a Secretary and a Treasurer, each of whom shall be

elected by the Board of Directors. Such other Officers and assistant Officers as may be deemed necessary shall be elected by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary and President and Vice President.

Section 2. Election and Terms of Office. The Officers shall be elected by the Board of Directors at its annual meeting. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each Officer shall hold office until the next annual meeting of the Board of Directors or until his successor is duly elected and qualified unless sooner terminated by his death, resignation or removal.

Section 3. Removal. Any Officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interest of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights.

Section 4. Vacancies. A vacancy in any principal office shall be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the corporation. He shall, when present, preside at all meetings of the Board of Directors. He may sign, with the Secretary or any other Officer of the corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or some other law to be otherwise signed or executed. In general, the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. Vice President. In the absence of the President or in the event of his death or inability to act, the Vice President or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President or Vice Presidents, as the case may be, shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 7. Secretary. The Secretary shall: (a) keep any minutes of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given; (c) be custodian of the corporate books and records of the corporation; (d) count all votes at any meeting of the Association; and (e) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 8. Treasurer. If required by the Board of Directors, the Treasurer shall at the expense of the Association obtain a bond for the faithful discharge of his duties in such sum and

with such surety or sureties as the Board of Directors shall determine. He shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) receive and give receipts for monies due and payable to the corporation from any source whatsoever; (c) deposit all monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and (d) in general, perform all of the duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 9. Salaries. Officers shall ordinarily serve without compensation, but in unusual circumstances the Board of Directors may approve the salaries for the Officers. No Officer shall be prevented from receiving any salary by reason of the fact that he is also a Director of the corporation.

Section 10. Qualifications. All Officers shall be Unit Owners, except for the Officers selected by the Board of Directors when controlled by Directors designated by the Declarant.

ARTICLE VI

Indemnification

Section 1. Definitions Relating to Indemnification. For the purposes of this Article VI, the following terms shall have the meanings ascribed to them in this section:

(a) "Director or Officer" shall mean any of the following:

(i) a natural person who is or was a Director or Officer of the corporation;

(ii) unless the context requires otherwise, the estate or personal representative of a Director or Officer.

(b) "Expenses" shall include fees, costs, charges, disbursements, attorney fees and any other expenses incurred in connection with a proceeding.

(c) "Liability" shall include the obligation to pay a judgment, settlement, penalty, assessment, forfeiture or fine, including any excise tax assessed with respect to an employee benefit plan, and reasonable expenses.

(d) "Party" shall mean a natural person who was or is, or who is threatened to be made, a named defendant or respondent in a proceeding.

(e) "Proceeding" shall mean any threatened, pending or completed civil, criminal, administrative or investigative action, suit, arbitration or other proceeding, whether formal or informal, which involves foreign, federal, state or local law and which is brought by or in the right of the corporation or by any other person.

Section 2. Mandatory Indemnification.

(a) The Association shall indemnify a Director or Officer, to the extent he has been successful on the merits or otherwise in the defense of a Proceeding, for all reasonable Expenses incurred in the Proceeding if the Director or Officer was a Party because he is a Director or Officer of the corporation.

(b) In cases not included under subparagraph (a), above, the corporation shall indemnify a Director or Officer against Liability incurred by the Director or Officer in a Proceeding to which the Director or Officer was a Party because he is a Director or Officer of the corporation, unless Liability was incurred because the Director or Officer breached or failed to perform a duty he owes to the Association and the breach or failure to perform constitutes any of the following:

(i) a willful failure to deal fairly with the Association or its Members in connection with a matter in which the Director or Officer has a material conflict of interest;

(ii) a violation of criminal law, unless the Director or Officer had reasonable cause to believe his conduct was lawful or no reasonable cause to believe his conduct was unlawful;

(iii) a transaction from which the Director or Officer derived an improper personal profit; or

(iv) willful misconduct.

Determination of whether indemnification is required under this subparagraph (b) shall be made under the provisions of Article VI Section 3 hereof. The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of no contest or an equivalent plea shall not, by itself, create a presumption that indemnification of the Director or Officer is not required under this subparagraph (b).

(c) A Director or Officer who seeks indemnification under this Section shall make a written request to the Association.

(d) Indemnification under this Section is not required if the Director or Officer has previously received indemnification or allowance of the same Expenses from any person, including the Association, in connection with the same Proceeding.

Section 3. Determination of Right to Indemnification. Unless provided otherwise by a written agreement between the Director or Officer and the Association, determination of whether indemnification is required under subsection (b) of Article VI Section 2 shall be made by one of the following methods: (i) by a majority vote of a quorum of the Board of Directors consisting of the Directors who are not at the time parties to the Proceedings or, if a quorum of disinterested Directors cannot be obtained, by a majority vote of a committee duly appointed by the Board of Directors (which appointment by the Board may be made by Directors who are parties to the Proceeding) consisting solely of two or more Directors who are not at the time parties to the Proceedings; (ii) by a panel of three arbitrators consisting of (a) one arbitrator

selected by a quorum of the Board of Directors or its committee constituted as required under (i), above, or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including directors who are parties to the Proceedings, (b) one arbitrator selected by the Director or Officer seeking indemnification and (c) one arbitrator selected by the other two arbitrators; (iii) by a court of competent jurisdiction; or (iv) by any other method provided for under Article VI Section 5.

Section 4. Allowance of Expenses as Incurred. Upon written request by a Director or Officer who is a Party to a Proceeding, the Association may pay or reimburse his reasonable Expenses as incurred if the Director or Officer provides the Association with all of the following:

(a) a written affirmation of his good faith belief that he or she has not breached or failed to perform his duties to the Association; and

(b) a written undertaking, executed personally or on his behalf, to repay the allowance and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Article VI Section 3 hereof that indemnification under Article VI Section 2 is not required and that indemnification is not ordered by a court under Article VI Section 6. The undertaking under this Subparagraph shall be an unlimited general obligation of the Director or Officer and may be accepted without reference to his ability to repay the allowance. The undertaking may be secured or unsecured.

Section 5. Additional Rights to Indemnification and Allowance of Expense. Except as provided in this Article VI Section 5, the provisions of Article VI Section 2 and Article VI Section 4 hereof do not preclude any additional right to indemnification or allowance of Expenses that a Director or Officer may have under any of the following:

- (a) the written agreement between the Director or Officer and the corporation;
or
- (b) a resolution of the Board of Directors.

Regardless of the existence of an additional right to indemnification or allowance of Expenses, the Association shall not indemnify a Director or Officer or permit a Director or Officer to retain any allowance of Expenses unless it is determined by or on behalf of the Association that the Director or Officer did not breach or fail to perform a duty he owes to the corporation which constitutes conduct under Article VI, Section 2(b)(i)-(iv). A Director or Officer who is a Party to the same or related Proceeding for which indemnification or an allowance of Expenses is sought may not participate in a determination under this subparagraph. None of the provisions contained in this Article VI shall affect the Association's power to pay or reimburse Expenses incurred by a Director or Officer in any of the following circumstances:

- (a) as a witness in a Proceeding to which he is not a Party; or
- (b) as a plaintiff or petitioner in a Proceeding because he or she is or was an employee, agent, Director or Officer of the corporation.

Section 6. Court Ordered Indemnification. Except as provided otherwise by written agreement between the Director or Officer and the corporation, a Director or Officer who is a Party to a Proceeding may apply for indemnification to the court conducting the Proceeding or to another court of competent jurisdiction. Application shall be made for an initial determination by the court under the provisions of Article VI Section 3(iii) or for review by the court of an adverse determination under Article VI Section 3(i), (ii) or (iv).

Section 7. Contract. The assumption by a person of a term of office as a Director or Officer of the Association or, at the request of the Association, as a Director or Officer of another corporation, partnership, joint venture, trust or other enterprise, and the continuance in office or service of those persons who are any such Directors or Officers as of the adoption of this Article VI, shall constitute a contract between such person and the Association entitling him during such term of office or service to all of the rights and privileges of indemnification afforded by this Article VI as in effect as of the date of his assumption or continuance in such term of office or service, but such contract shall not prevent, and shall be subject to modification by, amendment of this Article VI at any time prior to receipt by the Association of actual notice of a claim giving rise to any such person's entitlement to indemnification hereunder.

Section 8. Insurance. The corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the corporation, or is or was serving at the request of the Association as a Director or Officer of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether the corporation would have the power to indemnify him against such liability under the provisions of this Article VI or Chapter 181 of the Wisconsin Statutes.

Section 9. Effect of Invalidity. The invalidity or unenforceability of any provision of this Article VI shall not affect the validity or enforceability of any other provision of this Article VI or of these Bylaws.

ARTICLE VII

Assessments

Section 1. Fiscal Year. The fiscal year of the Condominium shall commence on January 1 of each year (except that the first fiscal year shall commence upon the recording of the Declaration) and terminate on December 31 of such year unless otherwise determined by the Board of Directors.

Section 2. Preparation of Budget. The Declarant shall prepare a budget for the first fiscal year of the Condominium. Each year thereafter, the Board of Directors shall adopt a budget at least thirty (30) days before the beginning of the new fiscal year. The annual budget shall provide for an "operating fund" and for a "reserve fund." Promptly upon completion of the budget, the Board of Directors shall send to each Unit Owner a copy of such budget and a statement setting forth the obligation of each Unit Owner pursuant to the provisions of this Article VII to pay his Allocated Interest of the Common Expenses based upon such budget.

Section 3. Operating Fund. The operating fund shall be used for the payment of Common Expenses which the Association is required to pay on behalf of the Unit Owners and their Units. Such Common Expenses shall include normal and recurring expenses including, but not limited, management services, insurance, common services, administration, materials, supplies and the Association's portion of the costs and expenses of the indoor water park facility as set forth in Section 6.1 of the Declaration. The operating funds shall also be used to pay the cost of maintenance and repair of portions of the Units for which the Association is responsible for maintaining.

Section 4. Reserve Fund. From and after the date of sale of the first Unit by the Declarant, the Board of Directors, in an account separate from the operating fund, shall establish and maintain adequate reserves for working capital and for the payment of extraordinary expenses. The reserve fund shall have a balance of at least two (2) times the monthly Assessments collected from all the Unit Owners. The initial funding of the reserve fund shall come from the buyers of individual Units at the time of closing when they will advance an amount equal to two (2) months installments of the regular annual general assessment, as defined in Section 5, below. If at any time the Board of Directors use any portion of the funds in the reserve fund, each Unit Owner will be assessed their prorata share of the expenditure.

Section 5. General Assessments. Each Unit shall receive a notice of annual Assessment promptly after the final budget is prepared. The final budget will show the amount assessed to the particular Unit, how that amount was determined and that one-twelfth of the amount of the Assessment is due on the first day of each month of the year. The amount due on the first day of each month shall be paid by the Unit Owner to the Association or the Managing Agent. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Unit Owners an itemized accounting of the expenses incurred and paid by the Association for such fiscal year, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year. For purposes of this Article VII Section 5, the Declarant shall not be obligated to pay any Assessment levied against any Unit it owns; provided, however, the Declarant shall be responsible for reimbursing the Association for any deficit or shortage in the Association's budget. The Declarant shall be responsible for the payment of any Assessment levied against any Unit that it until such point in time at which such Unit is conveyed by Declarant to any individual or entity by deed, land contract or lease. Declarant's obligations for payment under this Article VII shall be limited to the payment of recurring operating expenses only, and Declarant shall have no obligation for any Special Assessment, or for payment or contribution to the reserve fund.

Section 6. Special Assessments. The Board of Directors or the Managing Agent, upon the affirmative vote of sixty-six percent (66%) of all the Directors, may at any time assess a Special Assessment which shall be used to pay any deficiency in the reserve fund or operating fund. The Board of Directors shall also have the right to make any other Special Assessment as provided herein or in the Condominium Documents upon the affirmative vote of sixty-six percent (66%) of all the Directors. Such Special Assessments shall be levied against the Units in proportion to each Unit's obligation to pay Common Expenses, unless such Special Assessments are levied in connection with Limited Common Elements or the Unit. If such Special Assessments are levied in connection with Limited Common Elements, then such Special

Assessments shall be levied against the Units to which such Limited Common Elements appertain in proportion to the relative Allocated Interest of each Unit in the Limited Common Element. If such a Special Assessment is levied against a Unit for disrepair or maintenance cost of the Unit or for any other matter stated in the Condominium Documents, then the Unit Owner shall pay the entire Special Assessment. Upon the determination of the amount of the Special Assessment, the Board shall give notice to each Unit Owner of the amount assessed to each Unit, the date when payment of the amount is due and the reason for the Special Assessment.

Section 7. Penalty and Default in Payment. There shall be assessed against each Unit a late payment penalty equal to Two Hundred Dollars (\$200.00) for each thirty (30) day period that payment for an Assessment is not received by the Association from the Unit Owner. In addition, the Board of Directors shall have the right and duty to attempt to recover such Assessments, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action brought against such Unit Owner, and/or by foreclosure of the lien on such Unit granted by Section 703.16 of the Act. The Association or the Board of Directors, acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, convey, vote the votes appurtenant to, or otherwise deal with the same after such purchase. A suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same. The Board of Directors shall also have the right to prohibit such Unit Owner from voting at a meeting of the Association or serving on the Board of Directors, if the Association has recorded a statement of condominium lien on such Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 8. Books and Accounts. The Treasurer shall keep the books and accounts of the Association in accordance with generally accepted accounting practices. The books and accounts of the Association shall be available for examination by the Unit Owners and contract purchasers, and/or their duly authorized agents or attorneys, and to the holder of any Mortgage, and/or its duly authorized agents or attorneys, during normal business hours. Such financial statements shall be prepared by an independent certified public accountant within ninety (90) days of the end of the fiscal year of the Association.

ARTICLE VIII

Rules And Regulations

Section 1. Rules and Regulations. In addition to the Rules and Regulations initially promulgated by the Declarant, the Board of Directors may enact Rules and Regulations for the use, repair and maintenance of the Units and Common Elements, provided, that such Rules and Regulations are not contrary to or inconsistent with the Act or any of the Condominium Documents. Copies of and changes to the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner prior to the time when the same shall become effective.

Section 2. Enforcement. The Rules and Regulations in effect from time to time shall be enforced by such means as the Association deems necessary and appropriate, including

recourse to civil authorities, court action if necessary, and monetary fines of not less than \$25 per violation.

ARTICLE IX

Insurance

Section 1. Directors' and Officers' Liability. The Board may obtain and maintain, in a reasonable amount, Directors and Officers liability insurance coverage to protect against wrongful and dishonest acts on the part of the Officers, Directors, employees and other agents of the Association, including the Managing Agent, who either handle or are responsible for handling the funds held or administered by the Association.

ARTICLE X

Compliance and Default

Section 1. Unit Owners. All Unit Owners shall be governed by and shall comply with the provisions of the Act and the Condominium Documents, as any of the same may be amended from time to time. A default by a Unit Owner shall entitle the Association or an aggrieved Unit Owner to the relief as provided in this Article X.

Section 2. Fines. The Board of Directors may establish and assess fines against Unit Owners for every violation of the Condominium Documents or the Act by the Unit Owner, his family members, guests, invitees, employees and/or agents. If a Unit Owner requests in writing a hearing before the fine is imposed, the imposition of the fine shall be suspended until a hearing before the Board of Directors is held. Fines are Special Assessments and shall be collectible as such. In any proceeding arising out of any alleged violation by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by a court.

Section 3. Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE XI

Amendments

Section 1. Amendments. These Bylaws may be altered, amended or repealed and new Bylaws adopted by the Members, at a meeting called for such purpose, by an affirmative vote of Unit Owners of Units to which at least eighty percent (80%) of the votes in the Association appertain. The amendment shall be effective when it is duly adopted and notice of such amendment is delivered to the Unit Owners.

Section 2. Notices. All notices required under these Bylaws shall be in writing and shall be deemed to have been duly given upon delivery if delivered personally or upon mailing if

sent by United States mail, first-class postage prepaid, or otherwise as the Act may require or permit at the following:

- (a) if to the Unit Owner, at the address shown on the Membership Roster; and
- (b) if to the Association or its Managing Agent, at the registered office of the Association.

ARTICLE XII

Miscellaneous

Section 1. Invalidity. The invalidity or unenforceability of any portion of these Bylaws shall not affect the validity or enforceability of any other provision of these Bylaws.

Section 2. Captions. The captions and headings of various paragraphs and sections of these Bylaws are for convenience only and are not to be construed as defining or limiting the scope or intent of the provisions thereof.

Section 3. Internal Revenue Code. Notwithstanding anything herein contained to the contrary, no action shall be required or permitted to be taken under these Bylaws or by the Officers or Directors of this corporation which would not be permitted to be taken by an organization described in Section 528 of the Internal Revenue Code of 1986, as amended.

Section 4. Number and Gender. Whenever used herein, the singular number shall include the plural, the plural the singular and use of any gender shall include all genders.

Section 5. Defined Terms. Terms defined in the Declaration shall have the same meaning herein unless the context clearly indicates to the contrary.

Sec. 181.0202
Wis. Stats.

State of Wisconsin
Department of Financial Institutions
Division of Corporate and Consumer Services



ARTICLES OF INCORPORATION – NONSTOCK CORPORATION

(NOTE: Do not use this form for organizing a for-profit business corporation. Use Form 2)

Executed by the undersigned for the purpose of forming a Wisconsin nonstock corporation under Ch. 181 of the Wisconsin Statutes, repealed and recreated by 1997 Wisconsin Act 79:

Article 1. Name of the corporation: Blue Harbor Resort Condominium Association, Inc.
(Must include "Inc." or similar word. See Instructions)

Article 2. The corporation is organized under Ch. 181 of the Wisconsin Statutes.

Article 3. Name of the initial registered agent: The Great Lakes Companies, Inc.

Article 4. Street address of the initial registered office: (The complete address, including street and number, if assigned, and ZIP code. P O Box address may be included as part of the address, but is insufficient alone.)

122 West Washington Ave., 10th Fl

Madison, WI 53703

Article 5. Mailing address of the initial principal office: 122 West Washington Ave., 10th Fl.
Madison, WI 53703

Article 6. (Select and mark (X) one of the statements below)

The corporation will have members. OR The corporation will not have members.

(OPTIONAL) Article 7. Name and address of the initial directors (minimum of three):

FILING FEE - \$35.00 See instructions, suggestions, and procedures on following pages.

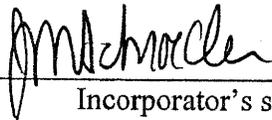
DFI/CORP/102(R02/10/03) Use of this form is voluntary.

1 of 3

(OPTIONAL) Article 8. The purpose or purposes for which the corporation is organized:

Article 9. Name and complete address of each incorporator:

J. Michael Schroeder
122 West Washington Ave., 10th Fl.
Madison, WI 53703



Incorporator's signature

Incorporator's signature

This document was drafted by J. Michael Schroeder
(Name the individual who drafted the document)

OPTIONAL – Second choice corporate name if first choice is not available: _____

INSTRUCTIONS (Ref. sec. 181.0202 Wis. Stats. for document content)

Submit one original and one exact copy to Department of Financial Institutions, P O Box 7846, Madison WI, 53707-7846, together with the appropriate **FILING FEE of \$35**. Filing fee is **non-refundable**. (If sent by Express or Priority U.S. mail, address to 345 W. Washington Ave., 3rd Floor, Madison WI, 53703). Sign the document manually or otherwise as allowed under sec. 181.0120(2), Wis. Stats.

NOTICE: This form may be used to accomplish a filing required or permitted by statute to be made with the department. Information requested may be used for secondary purposes. If you have any questions, please contact the Division of Corporate & Consumer Services at 608-261-7577. Hearing-impaired may call 608-266-8818 for TTY. This document can be made available in alternate formats upon request to qualifying individuals with disabilities.

Article 1. The name must contain "corporation", "incorporated", "company", or "limited" or the abbreviation "corp.", "inc.", "co." or "ltd." or comparable words or abbreviations in another language. If you wish to provide a second choice name that you would accept if your first choice is not available, enter it in the "Optional" area on page 2.

Article 2. This statement is required by sec. 181.0202(1)(a).

Articles 3 & 4. The corporation must have a registered agent located at a registered office in Wisconsin. The address of the registered office is to describe the physical location where the registered agent maintains their business office. Set forth the street number and name, city and ZIP code in Wisconsin.

CONDOMINIUM ASSOCIATION MANAGEMENT AGREEMENT

THIS CONDOMINIUM ASSOCIATION MANAGEMENT AGREEMENT (this "Agreement") is made as of the 15th day of February, 2021, by and between NORTH SHORE PROPERTY MANAGEMENT INC ("North Shore"), a Wisconsin sole proprietorship ("hereinafter called the "Agent"), and Blue Harbor Resort Condominium Association, Inc., a Wisconsin condominium association (the "Association"), which is acting on behalf of the property known as Blue Harbor Resort Condominium (the "Condominium").

WHEREAS, the Association is acting through its governing board on behalf of all owners of units of the Condominium;

WHEREAS, the Association desires to appoint North Shore to carry out certain real estate management functions for the Condominium; and

WHEREAS, North Shore desires to accept such appointment subject to the terms, conditions and limitations of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the parties hereto agree as follows:

Appointment. The Association hereby engages and appoints North Shore, and North Shore hereby accepts such appointment, to carry out certain real estate management functions for the Condominium pursuant to the terms and conditions of this Agreement.

Term. The term of this Agreement shall begin as of February 15, 2021, or such later date during the month of February of 2021 when North Shore commences to perform any of the services set forth in this Agreement and shall continue for two (2) full years, expiring as of February 28, 2023, unless otherwise terminated pursuant to Section 11 hereof or extended by letter agreement between the parties extending the term (the "Term"). Unless terminated, this Agreement shall automatically renew for successive terms of one (1) year each and under the same terms and conditions.

Compensation. As compensation for the services provided by North Shore to the Association pursuant to this Agreement, the Association shall pay to North Shore on or before the first day of each month commencing March 1, 2021, a monthly management fee ("Management Fee") of \$2,350.00. North Shore has the option to increase the Management Fee by three (3%) each year the agreement continues with prior notice to the Board of Directors. In addition, North Shore shall be entitled to such additional compensation, as the parties shall reasonably agree, for performing any services for the Association beyond the scope of services contemplated in this Agreement as more fully set forth in Section 4 hereof.

Maintenance and Cleaning Services – Attached addendum maintenance agreement N/A

Services. North Shore shall provide the following services for the benefit of the Association:

(a) Bookkeeping. North Shore shall: (i) collect assessments and other funds; (ii) pay from the Association's funds all charges or obligations incurred by or on behalf of the Association or the Condominium; (iii) maintain records showing receipts and expenditures; (iv) submit to the Association monthly and annual statements of receipts and expenditures including a statement indicating the balance or deficit in the Association's operating account; (v) prepare a recommended budget; (vi) maintain the reserve account, if necessary and if specifically requested by the Association; and (vii) maintain appropriate records of all insurance coverage required by Section 13 hereof. All records are the property of the Association and will immediately be surrendered to the Association should this Agreement be terminated for any reason except that North Shore may retain a copy of such records for its files.

(b) Maintenance of Common Elements. North Shore shall oversee the operation, care, upkeep and maintenance of the common elements and other services of the Association as authorized by the Association and provided and funded for in the budget; and assist and/or advise the Association, and/or employees and contractors of the Association. Agent shall be authorized upon approval by the Board to accept proposals and enter into agreements with third parties to provide such maintenance services, including without limitation, (i) cleaning, painting, decorating and renovating the Common Elements located in the Property; (ii) cleaning, maintenance, repair and removal of snow from driveways, outdoor parking areas and sidewalks; (iii) maintaining the exterior locks and lock system for units, and (iv) cutting, trimming and replacement of lawns, shrubs, trees and landscaping the repairs or improvements of the Common Elements of the Property, the cost of such services to be borne by the Association. North Shore maintains a twenty-four (24) hour answering service and on-call personnel to handle any emergency.

(c) Limits on Spending Authority. In providing the services and performing the duties Agent shall not make any structural changes to any building or other improvements on the Property or make any expenditure to incur any contractual obligation exceeding Five Hundred and 00/100 (\$500.00) (except for monthly service agreements which may exceed such amount in the aggregate and except for the continuation, extension, or renewal of service agreements with the same vendors which have been approved previously by the Board), without the prior written consent of the Board, provided, however, that Agent may on behalf of the Association, without the prior written consent of the Board or the Association, expend any amount, or incur a contractual obligation in any amount required to deal with emergency condition which may involve the danger to life or property or which may threaten the safety of the Unit Owners or occupants of the units, or which may threaten the suspension of any necessary services to the Property. In such event, Agent shall endeavor to promptly inform the Board member designated by the Association and if Agent cannot locate the designated Board member, Agent shall endeavor to notify any other Board member. All request for repairs or any non-emergency request shall be submitted to Agent in writing. Agent shall solicit competitive bids for any contracts or agreements,

which exceed Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) in total costs. Agent shall not be obligated to solicit competitive bids for work under this amount.

(d) Records. North Shore will maintain and keep accurate and up-to-date all of the books and records of the Association, including:

Minutes (to be taken by Association secretary or volunteer);

Association contracts;

Accounting and financial records;

Unit owner identification and contact information;

Correspondence, notices and memoranda in connection with activities of the Association, its various Boards and Committees.

All non-electronic records older than two (2) years will be returned to the Association for retention or stored at the Association's expense.

(e) Resale Documentation/Certification. North Shore shall supply, in accordance with Wisconsin law, in proper form, a written statement regarding the sale of a unit containing such information that is required by law. The Resale Disclosure Statement shall be executed by an officer of the Association or agent to the Association for an additional fee not to be charged to the Association.

(f) Association Support. A representative of North Shore shall attend the meetings of the Board, including annual meetings, not to exceed four (4) meetings in a one (1) year period based upon a mutually agreed upon schedule established annually, for no additional compensation. Telephonic attendance in a meeting for less than one (1) hour shall not count toward the four (4) meetings and shall be included in the Management Fee. Any meeting exceeding two (2) hours or any additional meeting outside of the four (4) shall be separately billed by North Shore at a rate of Seventy-Five Dollars (\$75.00) per hour.

(g) Rules. North Shore will assist the Association in the administration and enforcement of the governing documents by notifying and informing owners and other residents, in writing, who may be in violation of the Association's policies.

(h) Tax Returns. If requested by the Association, but as an additional expense of the Association, North Shore shall reasonably assist the Association or Association's CPA with the filing of tax returns with CPA firm. This is not something done by the North Shore office staff.

Recurring Routine Services. The current fee will be due and payable on the first of the month. Such compensation includes the overhead expenses of North Shore, general and administrative expenses incurred under this Agreement, and covers fees for basic services as outlined in this Agreement.

Non-Recurring Services. North Shore shall perform certain non-recurring services as necessary to manage the association, and the Association shall be responsible for payment of those services. These

services include, but are not limited to: litigation or court appearances, complex insurance claims and support with FHA certification.

Management of special projects, construction, or renovation for non-routine services are Extraordinary, is not within the scope of Agents duties. At an additional fee mutually agreed upon by the Association and Agent, Agent will provide communication and coordination services for Extraordinary and any projects (that exceed Twenty-Five Thousand Dollars and 00/100 Dollars (\$25,000) in total cost). In the event the Board requests Agent to act in the capacity of a construction manager to manage any renovation project: (1) Agent shall notify the Board prior to performing the additional service that additional compensation will be required; and (2) thereafter, the Board shall provide approval to Agent of the additional amount of compensation which shall be 4% of the total project cost. The Association shall pay such additional compensation on the first day of the month following the Association's receipt of an itemized invoice which identifies such services that were performed or additional expenses that were incurred.

Agency Relationship. North Shore shall act as Agent for the Association under the provisions of this Agreement. Obligations and expenses, if incurred in accordance with this Agreement, shall be on the behalf of and at the expense of the Association, except that the Association shall not be obligated to pay overhead expenses of North Shore's offsite office, including the salaries, office expenses and transportation and other expenses of officers and employees of North Shore. Any payments to be made by the Association shall be made out of the funds of the Association, or as may be provided by the Association. North Shore shall not be obligated to make any advance to or from the account of the Association or to pay any sum, except out of funds held or provided as aforesaid, nor shall North Shore be obligated to incur any liabilities or obligation for the funds for the account of the Association without assurances that the necessary funds for the discharge will be provided.

Exclusions. Agent shall have no responsibility for maintenance of or repairs to the individual units in the Property (i.e., those areas designated as Unit Owner element in Condominium governing documents), and such maintenance and repairs shall be the sole responsibility of the Unit Owners individually. Agent shall not be obligated to lease units, commercial space or any space owned or controlled by the Association.

Contact Designation. The Board shall, from time to time, designate two (2) Officers of the Association who shall be authorized to deal with Agent on any matter related to the management of the Property. Agent may rely upon directions, instructions, authorizations and approvals of said individuals. Agent is directed not to accept directions or instructions from anyone else with regard to the management of the Property. If at any time the Board shall have failed to designate said individuals, the President of the Board shall be authorized to deal with Agent. The Association agrees to promptly respond to all of Agent's requests for consent, approval or direction for matters relating to the management of the Property or otherwise made in connection with this Agreement. In the President's absence, the normal descending order shall prevail.

Sign. Agent shall have the right, at Agent's sole cost, to place on the Property signs in compliance with all applicable laws and regulations, stating that the Property is managed by Agent, subject to prior approval by Association.

Termination. Either party may terminate this Agreement with cause after not less than thirty (30) days prior written notice to the other and failure to cure. Termination for cause is effective thirty (30) days after service of such notice unless the party being notified cures the cause for termination and provides reasonable written proof of their cure, or in the event that a cure requires more than thirty (30) days due to the nature of the default, then the defaulting party shall have the shorter of six (6) months or such additional period of time as is necessary as long as notice of intent to cure has been given and actual constructive steps have been taken to cure within said 30-day period. Cause includes, but is not limited to, in the event (a) either party considers an action or position of the other party to be in violation of any provision, statute, ordinance, law or regulation of any governmental body or building code, (b) either party fails to carry insurance in accordance with this Agreement, or (c) either party breaches its obligations and requirements under this Agreement. If the Association is in default in its obligation to pay North Shore its Management Fee or any other amount following written demand therefor, North Shore shall have the right, without limiting its remedies, to terminate this Agreement by written notice to the Association, which termination shall be effective upon the service of such notice, provided that the Association has been provided written notice of default and has not cured said default within seven (7) days of notice, or a reasonable time period if seven days is not possible. North Shore acknowledges and agrees that, subject to the terms and conditions hereof, it shall continue to provide the services contemplated hereby up to and including the termination date of this Agreement. The Association acknowledges and agrees that it shall pay any and all amounts due and owing to North Shore for said services up to and including the termination date.

Notice. Any Notice required or permitted to be served hereunder shall be in writing and shall be deemed properly served if sent by certified or register mail, postage prepaid, return receipt requested and addressed as follows, or if hand delivered to the following addresses:

- To North Shore:
North Shore Property Management, Inc
1925 Indiana Avenue
Sheboygan, WI 53081
- To Association:
Blue Harbor Resort Condominium Association, Inc.
c/o 4912 Dennwood Drive
Sheboygan, WI 53083.

With a copy to Condominium Attorney of Record:

Mayer Law Firm, S.C.
502 North 6th Street
Sheboygan WI 53081

Association Insurance. The Association shall carry, at its own expense, comprehensive general liability, and such other insurance in such amounts as reasonably required by the Common Interest Community Association Act and the Declaration for the Condominium and shall furnish to North Shore certificates evidencing the existence of such insurance. All insurance shall include the Association as the policy holder, and list NORTH SHORE PROPERTY MANAGEMENT INC as an additional insured. If the Association does not obtain insurance or provide North Shore with evidence of insurance as required hereby, North Shore may, but is not required to, purchase insurance at the Association's expense. This insurance may, but need not, protect the Association's interests and may not pay any claim on behalf of or

to the Association in connection with the Condominium. The Association may later cancel any insurance purchased by North Shore, but only after providing North Shore with evidence that the Association has obtained insurance as required by this Agreement. The costs of such insurance may be more than the cost of insurance the Association may be able to obtain on its own. Agent must be covered by a fidelity bond or equivalent coverage for the maximum amount of coverage to protect the Association's funds, including the reserve fund. Said bond shall be maintained during the full period of the Agreement.

North Shore Insurance. North Shore agrees to keep and maintain in effect during the term hereof, including any and all renewals, all insurance required by law to carry out the activities provided hereunder, and shall furnish, on request to the Association, a certificate of insurance evidencing such coverage. Such insurance shall be issued by an insurer with a rating of A or better as classified by A.M. Best. Insurance coverage includes General Liability, Hired & Non-Owned Auto, Workers Compensation, Professional Liability and Employment Practices Liability.

Independent Contractors. North Shore shall hire, on behalf of the Association, independent contractors to carry out the maintenance of the Condominium as required hereby. Payment for services provided by the independent contractors for the Association shall be operating expenses of the Association.

Indemnification. Each party shall be responsible for its own acts and omissions and not for any act or omission of the other party. Each party agrees to indemnify the other party and its parents, subsidiaries, and affiliates and their employees, agents, officers and directors and hold them harmless against any and all claims, loss, damage, liability and expense, including court costs and reasonable legal fees which directly result from or arise out of the negligent or intentional acts or omissions of the indemnifying party, its agents and employees.

Disclaimer. Notwithstanding any other provision of this Agreement (a) neither party shall be liable to the other party or any third party for any incidental, special, exemplary, consequential or punitive damages resulting from any gross negligence, willful or wanton acts by either party, (b) North Shore has no responsibility for maintenance of or repairs to individual units in the Condominiums, (c) unless expressly agreed upon as a service to be provided by North Shore, in no event shall North Shore be liable to the Association or any other party for any claim with respect to the physical condition, use, utility, latent or obvious defect, or habitability of the Condominiums or individual condominium units, including any environmental claims or claims relating to the existence of asbestos, mold or lead. The Association hereby acknowledges that North Shore has been employed to act solely as a property manager and shall not be viewed as an expert as to any of the physical, structural or mechanical systems of the Condominiums. If requested by the Association, North Shore may engage an expert to advise the Association in those areas.

Accounts. All fees, expenses, and other payments incurred in connection with the management of the Condominiums consistent with the terms hereof or otherwise contemplated hereby may be paid from the Association's funds, and North Shore is authorized to disburse to North Shore and any other persons any amounts owed such persons by the Association from such account, including, but not limited to, in the case of North Shore, the Management Fee. At the Association's request, North Shore shall cooperate with the Association to add the President and Treasurer as additional signatories on all bank accounts that North Shore opens on behalf of the Association, if applicable. Monies collected by Agent on behalf of the

Association shall be maintained in segregated accounts in the name of the Association within the insurance limits of the FDIC, unless the Board expressly authorizes in writing that a balance or balances may exceed such insurance limits.

Paragraph Headings. Paragraph headings herein are inserted for convenience of reference only and shall not affect the interpretation of the text of this Agreement.

Association Right to Audit. The Association, through a duly appointed Board member, shall have the right to review the paperwork and accounts of North Shore relating to the Association no more than once per calendar year upon reasonable notice and at times reasonably agreed upon by the parties. The Association shall bear the copying and all other costs associated with any such review as well as North Shore's time involved with such review, which shall be billed to the Association at the rate of \$75 per hour. In the event the Association determines an accounting discrepancy or error in the books exists, North Shore shall immediately correct the error or any discrepancy that exists. Costs incurred by the Association resulting directly from such error or discrepancy, shall be paid by North Shore to the Association.

Successors and Assigns. This Agreement shall be binding upon the Association, its successor and assigns and shall inure to the benefit of North Shore and to the benefit of its successor and assigns and shall be binding thereon. North Shore may assign this Agreement upon not less than ninety (90) days' written notice to the Association, provided that North Shore shall first obtain the prior written consent of the Association, which may be withheld in the Association's sole discretion.

Modifications, Revisions and Amendments. This Agreement shall constitute the entire agreement between the parties and this Agreement may be modified, revised and otherwise amended only with the prior written consent of all parties hereto.

Severability. Should any part of this Agreement for any reason be declared invalid or unenforceable, such decision shall not affect the validity or enforceability of remaining portions of this Agreement, which remaining portions shall remain in force and effect as if this Agreement had been executed with the invalid portion or unenforceable portion thereof eliminated and it is hereby declared the intention of the parties hereto that they would have executed the remaining portions of this Agreement without including therein any such part, parts or portion which may be declared invalid or unenforceable.

Counterparts. This Agreement may be executed in any number of counterparts and by facsimile, each executed counterpart constituting an original but all together only one agreement.

Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin. The Agent of the Association shall be licensed in compliance with the Wisconsin Community Association Manager Licensing and Disciplinary Act. This is a material term of this Agreement, and breach thereof shall be cause for immediate termination without penalty. Agent shall perform its duties and obligations under this Agreement in accordance with the Association's governing documents and the requirements of the Wisconsin Condominium Property Act, to the extent applicable to the Association, and other applicable law or governmental regulations, including any amendments thereto.

Confidentiality. Agent and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws that provide for the confidentiality of records and other information. Agent shall not disclose any confidential records or other confidential information received from the Association or prepared in connection with the performance of this Agreement, unless Agent is specifically authorized in writing to disclose such records or information. Agent shall promptly transmit to Association any and all requests for disclosure of any such confidential records or information. Agent shall not use any confidential information gained by Agent in the performance of this Agreement except for the sole purpose of carrying out Agent's obligations under this Agreement.

Affiliate/Conflict Disclosure. Agent shall disclose to the Association any conflicts of interest or affiliations including corporate or financial interests with any contractors and third parties prior to entering into any engagement with such contractors or third parties to perform services for the Association.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS Agreement as of the date first written above.

NORTH SHORE:
NORTH SHORE PROPERTY MANAGEMENT
INC., a Wisconsin Corporation

By:  _____

Name: Cory Even

Its: President

Date: March 3 2021

ASSOCIATION:
BLUE HARBOR RESORT CONDOMINIUM
ASSOCIATION, INC., a Wisconsin corporation

By: _____

Name: _____

Its: _____

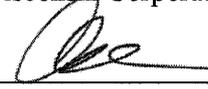
Date: _____

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NORTH SHORE:
NORTH SHORE PROPERTY MANAGEMENT
INC., a Wisconsin Corporation

By: 

Name: _____

Its: _____

Date: _____

ASSOCIATION:
BLUE HARBOR RESORT CONDOMINIUM
ASSOCIATION, INC., a Wisconsin corporation

By: 

Name: David Leslie

Its: President

Date: 3/3/2021

Confidentiality. Agent and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws that provide for the confidentiality of records and other information. Agent shall not disclose any confidential records or other confidential information received from the Association or prepared in connection with the performance of this Agreement, unless Agent is specifically authorized in writing to disclose such records or information. Agent shall promptly transmit to Association any and all requests for disclosure of any such confidential records or information. Agent shall not use any confidential information gained by Agent in the performance of this Agreement except for the sole purpose of carrying out Agent's obligations under this Agreement.

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IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS Agreement as of the date first written above.

NORTH SHORE:
NORTH SHORE PROPERTY MANAGEMENT
INC., a Wisconsin Corporation

By: 

Name: Cory Even

Its: President

Date: March 3 2021

ASSOCIATION:
BLUE HARBOR RESORT CONDOMINIUM
ASSOCIATION, INC., a Wisconsin corporation

By: 

Name: Donald Borschel

Its: BOARD Member

Date: 3/3/2021

**FIRST AMENDMENT TO CONDOMINIUM
ASSOCIATION MANAGEMENT AGREEMENT**

THIS FIRST AMENDMENT TO CONDOMINIUM ASSOCIATION MANAGEMENT AGREEMENT (this "Amendment") is made as of the 23rd day of March, 2022, by and between NORTH SHORE PROPERTY MANAGEMENT INC. ("North Shore"), a Wisconsin corporation, and Blue Harbor Resort Condominium Association, Inc., a Wisconsin condominium association (the "Association"), which is acting on behalf of the property known as Blue Harbor Resort Condominium (the "Condominium").

WHEREAS, the Association appointed North Shore to carry out certain real estate management functions for the Condominium, and North Shore accepted such appointment.

WHEREAS, the parties entered into the Condominium Association Management Agreement (the "Agreement") dated February 15, 2021, and desire to extend the term of the Agreement as a reflection of the proper service conducted by North Shore, the appropriate fees for services paid to North Shore, and to provide the Association with predictable continuity of management.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the parties hereto agree as follows:

Term. The term of this Agreement shall expire as of February 29, 2024, unless otherwise terminated pursuant to Section 11 of the Agreement or extended by letter agreement between the parties extending the term (the "Term"). Unless terminated, the Agreement shall automatically renew for successive terms of one (1) year each and under the same terms and conditions.

Modifications, Revisions and Amendments. This Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns. All other terms and provisions of the Agreement, which are not inconsistent with this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS Agreement as of the date first written above.

NORTH SHORE:
**NORTH SHORE PROPERTY MANAGEMENT
INC., a Wisconsin Corporation**

By: _____

Name: _____

Its: _____

Date: _____

Blue Harbor Resort Condominium Association, Inc.
2023 Budget

	<u>2022</u> Budget	<u>2023</u> Budget	Allocated	<u>2023 Budget</u>		
				<u>Per Unit</u> Monthly <u>2-Bedroom</u>	<u>Per Unit</u> Monthly <u>4-Bedroom</u>	<u>Annual</u> Totals
Income						
Association Fee Income (Jan - July 2023)	386,250	225,313	Monthly % for Sq Ft allocations January - July 2023	1.1250% 92,884	2.0000% 132,429	225,313
Association Fee Income (Aug - Dec 2023)		228,307	Monthly % - for Unit allocations August - December 2023	0.1302% 94,166	0.1302% 134,141	228,307
Special Assessment-Asphalt	123,500					
Special Assessment-Alarm Monitoring Late Fees	18,608	1,870	# of units	32	32	
Total Income	528,358	455,490	Income Totals	187,985	267,505	455,490
Expenses						
Common Area Utilities	5,000					
Internet	25,006					
Unit Utilities - Electricity	50,000	55,000	Sq Ft	51.56	91.67	55,000
Unit Utilities - Gas	28,000	47,000	Sq Ft	44.06	78.33	47,000
Unit Utilities - Water/Sewer	16,000	26,000	Sq Ft	24.38	43.33	26,000
Pest Control	3,840	4,200	Unit	5.47	5.47	4,200
Waste Removal	15,000	10,000	Sq Ft	9.38	16.67	10,000
Snow removal	11,520	10,000	Unit	13.02	13.02	10,000
Landscaping	35,328	35,000	Unit	45.57	45.57	35,000
Groundskeeper - Summer	9,600	15,000	Unit	19.53	19.53	15,000
Exterior Building Maintenance - other		16,000	Sq Ft	15.00	26.67	16,000
Insurance - Prop. & Gen Liab.	36,000	36,000	Sq Ft	33.75	60.00	36,000
Insurance 10K Ded - Reserve	2,500	2,000	Sq Ft	1.88	3.33	2,000
Miscellaneous Items	2,000	2,000	Unit	2.60	2.60	2,000
Fire Alarm Equipment	2,000	2,000	Unit	2.60	2.60	2,000
Fire Alarm Eqpmt-Special Assessment	18,608					
Fire Alarm Inspections	4,500	7,740	Unit	10.08	10.08	7,740
Fire Alarm Monitoring	4,250	1,800	Unit	2.34	2.34	1,800
Fire Extinguisher Annual Maint	1,500	1,500	Unit	1.95	1.95	1,500
Fire Sprinkler Inspections	1,500	1,500	Unit	1.95	1.95	1,500
Franchise Tax	10	50	Unit	0.07	0.07	50
Legal and Professional Fees	40,000	57,000	Unit	74.22	74.22	57,000
Parking Lot Repairs	13,500	-				
Parking Lot Repairs/Special Assessment	123,500					
Exterior Painting	56,000	92,000	Sq Ft	86.25	153.33	92,000
Plumbing		5,500	Unit	7.16	7.16	5,500
Reserve Account	20,000	-	Not needed for 2023			
Management Fees	28,200	28,200	Unit	36.72	36.72	28,200
Subtotal of Operating Expenses	553,362	455,490	Expense Monthly Totals - per unit	489.54	696.63	
			Expense Annual Totals	187,985	267,505	455,490
2022 - Capital Projects from Savings						
Foot Washing stations - 3	17,000		Assoc Fee per Unit (January - July 2023)	414.66	591.20	225,313
Structural repairs - Railings	40,000					
Drainage Issues - Courtyard	3,000		Assoc Fee per Unit (August - December 2023)	588.54	838.38	228,307
Landscaping upgrades	30,000					
2023 - Capital Projects from Savings						
project 1-Exterior Signage		7,000	Assoc Fee per Unit (January 2024 - till 2024 Annual Meeting)	489.54	696.63	455,490
project 2-Dog House Heater Replacement		13,000				
project 3-Drainage upgrades		5,000				
project 4-Concrete Curb Repair		6,000				
project 5-Patio furniture			TBD			
project 7-Roof upgrades			TBD			
project 8-Insulation Inspection in Attics and doghouses/potential upgrade			TBD			
subtotal of Capital Projects	90,000	31,000				
Total Operating Exp + Capital Projects	643,362	486,490				
Surplus/(Deficit)	(115,004)	(31,000)				

FOOTNOTE:

Internet income vs expense for 2022 - shortage is being reviewed between Cory and Peter Mayer (attny).

BLUE HARBOR RESORT CONDOMINIUM ASSOCIATION, INC.
NOTICE OF ADOPTION OF RULE
FEBRUARY 15, 2021

At a meeting of the Board of Directors (the “Board”) of BLUE HARBOR RESORT CONDOMINIUM ASSOCIATION, INC. (the “Association”), with all Board members in attendance, a motion was made by Don Borschel, seconded by Tom Atkins, and voted upon by 4-0 vote with the chair not voting, to adopt the following rule with immediate effectiveness upon notice to unit owners:

WHEREAS, the Wisconsin Condominium Ownership Act and the Bylaws of the Association allow the Board to adopt rules and regulations as a part of the Condominium Documents;

WHEREAS, unit owners have informed the Board that they believe that the operating expenses of the water park charged to them through condominium dues under Section 6.1 of the Condominium Declaration, known as the “Resort Amenity Fee”, are both higher than appropriate and in excess of the value of the use of the water park facility to them and to their guests;

WHEREAS, certain unit owners have declined to continue to participate in the unit rental program offered by Sheboygan Resort Operator, LLC (“SRO”), have informed the Board of their declination, and the Board has informed unit owners that a daily pass purchase is required for water park use by renters or guests of unit owners not in the rental pool with SRO;

WHEREAS, SRO has informed the Board and unit owners that it interprets a declination of participation in its unit rental program to mean the unit owner forfeits priority right of use of the water park on an equal priority to hotel guests but with the payment of the daily fee; and

WHEREAS, Section 6.1 of the Condominium Declaration allows the Condominium Documents to supercede the actions of the Resort with respect to the Resort Amenity Fee.

The Board hereby adopts a rule that on or before February 28 of each year, or 5 days after such later date when the Resort has prepared the reconciliation of the past year’s Resort Amenity Fee and the estimated charge for the current year, a unit owner may elect to decline the use of the waterpark, for the unit owner and their renters and guests occupying the unit (the “Annual Declination of Water Park Use”). Upon submitting a signed Annual Declination of Water Park Use form, the Association will waive and not bill the charges for the Resort Amenity Fee for that unit. For any unit that does not submit a signed Annual Declination of Water Park Use form or otherwise affirmatively in writing indicates the desire for the use of the water park during the year, the Resort Amenity Fee will be charged to the unit owner on the same proportionate basis as any other cost or expense at the Condominium, with two-bedroom units charged 1.125% of 25% of the water park operating expenses, and four-bedroom units charged 2% of 25% of the water park operating expenses (25% of the water park operating expenses being the maximum Resort Amenity Fee under Section 6.1 of the Declaration).

By the Board of Directors

LEASES

None.

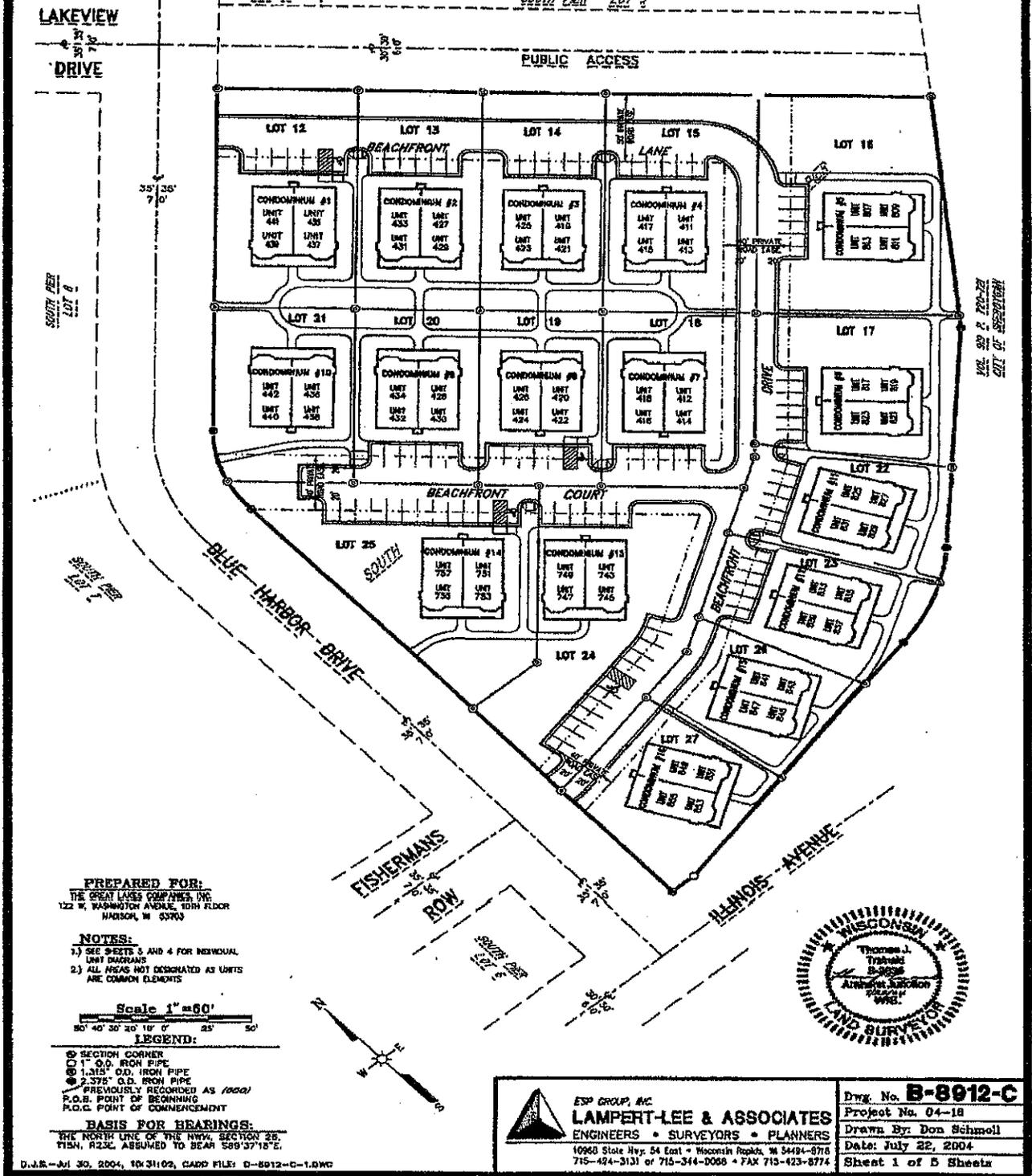
EXPANSION PLANS

None

H-1

ADDENDUM TO BLUE HARBOR RESORT CONDOMINIUM

A CONDOMINIUM PLAT BEING ALL OF LOTS 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, AND 27 OF SOUTH PIER, LOCATED IN PART OF GOVERNMENT LOT 1, SECTION 26, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



PREPARED FOR:
 THE GREAT LAKES COMPANIES, INC.
 122 W. WASHINGTON AVENUE, 18TH FLOOR
 MADISON, WI 53703

- NOTES:**
- 1) SEE SHEETS 3 AND 4 FOR INDIVIDUAL UNIT DIAGRAMS
 - 2) ALL AREAS NOT DESIGNATED AS UNITS ARE COMMON ELEMENTS



- LEGEND:**
- SECTION CORNER
 - 1.0" O.D. IRON PIPE
 - 1.315" O.D. IRON PIPE
 - 2.375" O.D. IRON PIPE
 - PREVIOUSLY RECORDED AS 1000
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT

BASIS FOR BEARINGS:
 THE NORTH LINE OF THE NW/4, SECTION 25, T15N, R23E, ASSUMED TO BEAR S89°37'18" E.

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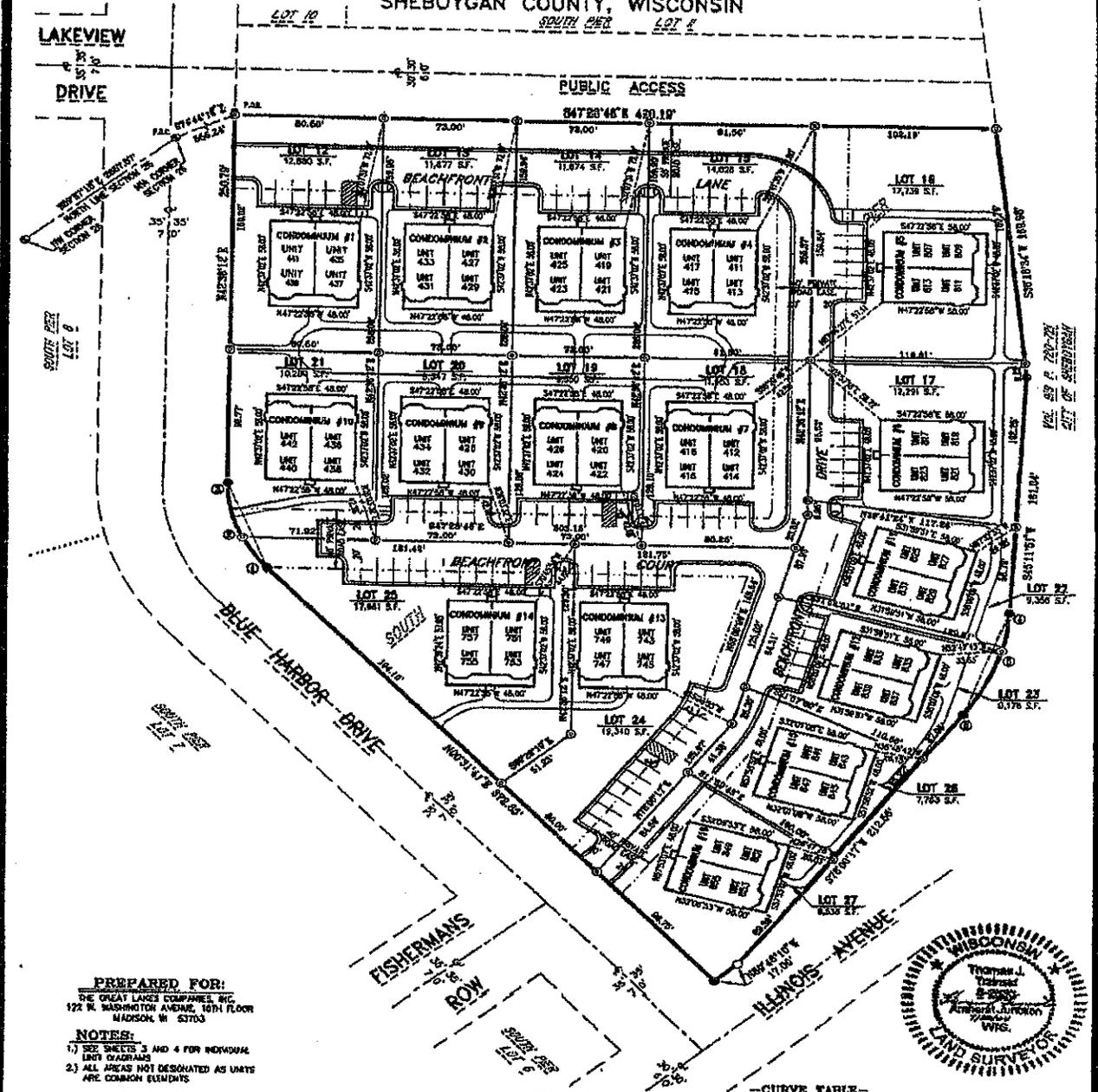


ESP GROUP, INC.
LAMPERT-LEE & ASSOCIATES
 ENGINEERS • SURVEYORS • PLANNERS
 10960 State Hwy. 54 East • Moonspin Rapids, WI 54991-8716
 715-424-3131 or 715-344-0068 • FAX 715-423-8714

Dwg. No. **B-8912-C**
 Project No. 04-18
 Drawn By: Don Schmoll
 Date: July 22, 2004
 Sheet 1 of 5 Sheets

ADDENDUM TO BLUE HARBOR RESORT CONDOMINIUM

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GOVERNMENT LOT 1, SECTION 26, T15N, R23E, CITY OF SHEBOYGAN,
SHEBOYGAN COUNTY, WISCONSIN



PREPARED FOR:
DE GREAT LAKES COMPANIES, INC.
122 N. WASHINGTON AVENUE, 16TH FLOOR
MADISON, WI 53703

NOTES:
1) SEE SHEETS 3 AND 4 FOR INDIVIDUAL UNIT DIAGRAMS
2) ALL AREAS NOT DESIGNATED AS UNITS ARE COMMON ELEMENTS

Scale 1"=50'
0' 40' 30' 20' 10' 0' 20' 30'

LEGEND:
SECTION CORNER
1" O.D. IRON PIPE
1.315" O.D. IRON PIPE
2.375" O.D. IRON PIPE
PREVIOUSLY RECORDED AS 10000
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

BASIS FOR BEARINGS:
THE NORTH LINE OF THE NW1/4, SECTION 26, T15N, R23E, ASSUMED TO BEAR S89°37'18"E.

-CURVE TABLE-

CURVE NO.	LOT NO.	RADIUS	CHORD BEARING	TANGENT BEARING	TANGENT BEARING	CENTRAL ANGLE	ARC LENGTH	CHORD LENGTH
1-1	R/W	80.00'	N21°33'56"E	N00°31'45"E	S47°34'17"W	47°02'11"	89.62'	81.03'
1-2	R/W	80.00'	N00°33'11"E	N00°31'45"E	S47°34'17"W	18°07'01"	23.61'	23.63'
2-1	R/W	80.00'	N21°33'56"E	N00°31'45"E	S47°34'17"W	47°02'11"	89.62'	81.03'
2-2	R/W	131.00'	S81°36'24"W	S65°11'50"W	N78°25'17"E	37°24'27"	73.01'	73.01'
2-3	R/W	131.00'	S81°36'24"W	S65°11'50"W	N78°25'17"E	37°24'27"	73.01'	73.01'
2-4	R/W	151.00'	S87°18'35"W	S65°11'50"W	N78°25'17"E	21°22'47"	48.88'	48.88'

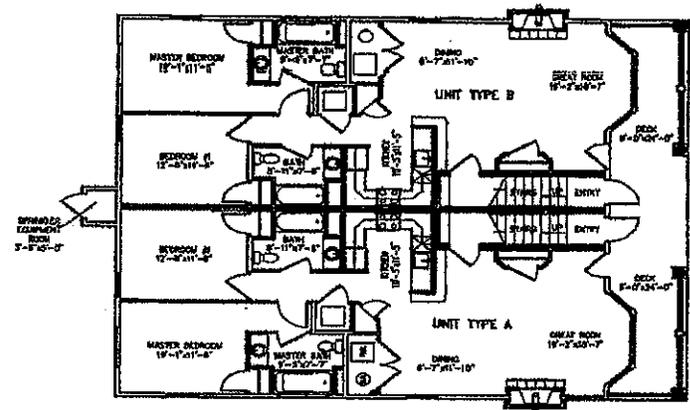


ESR GROUP, INC.
LAMPERT-LEE & ASSOCIATES
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715-424-3131 or 715-344-0065 • FAX 715-423-8774

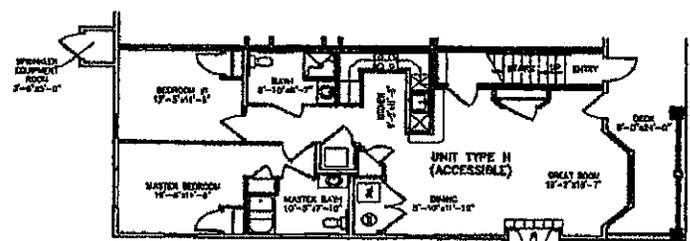
Dwg. No. **B-8912-C**
Project No. 04-18
Drawn By: Don Schmall
Date: July 22, 2004
Sheet 2 of 5 Sheets

ADDENDUM TO BLUE HARBOR RESORT CONDOMINIUM

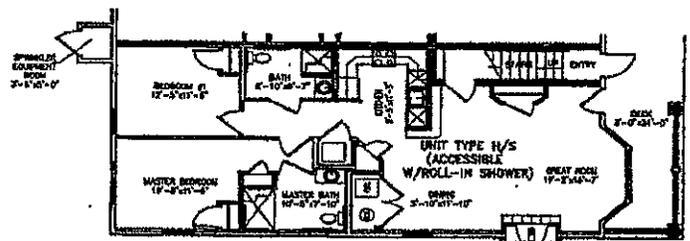
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FIRST FLOOR PLAN
UNIT TYPE A (UNITS: 412, 417, 425, 426, 435, 436, 745, 813, 823, 831, 839, 847)
UNIT TYPE B (UNITS: 411, 418, 419, 428, 427, 434, 435, 442, 745, 751, 807, 817, 825, 833, 841, 848)
SCALE 3/32"=1'-0"



FIRST FLOOR PLAN (ACCESSIBLE)
UNIT TYPE H (UNITS: 420 OR 441 AND 757 OR 852)
SCALE 3/32"=1'-0"



FIRST FLOOR PLAN (ACCESSIBLE W/ROLL-IN SHOWER)
UNIT TYPE H/S (UNITS: 420 OR 441 AND 757 OR 852)
SCALE 3/32"=1'-0"

- LEGEND**
- ⊙ SECTION CORNER
 - 1" O.D. IRON PIPE
 - ⊙ 1.315" O.D. IRON PIPE
 - ⊙ 2.375" O.D. IRON PIPE
 - ⊙ PREVIOUSLY RECORDED AS /000/
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT

NOTE:
1.) UNITS 420 AND 441 WILL EITHER HAVE TYPE H OR TYPE H/S FIRST FLOOR PLANS. THERE WILL BE ONE OF EACH FLOOR PLAN. ACTUAL LOCATIONS OF TYPE H AND TYPE H/S FIRST FLOOR PLANS TO BE DETERMINED.



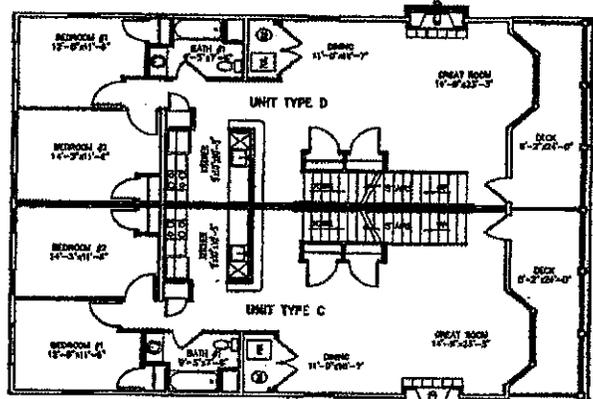
PREPARED FOR:
THE GREAT LAKES COMPANIES, INC.
122 W. WASHINGTON AVENUE, 10TH FLOOR
MADISON, WI 53703

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Dwg. No. B-8912-C
Project No. 04-10
Drawn By: Don Bohmell
Date: July 22, 2004
Sheet 9 of 6 Sheets

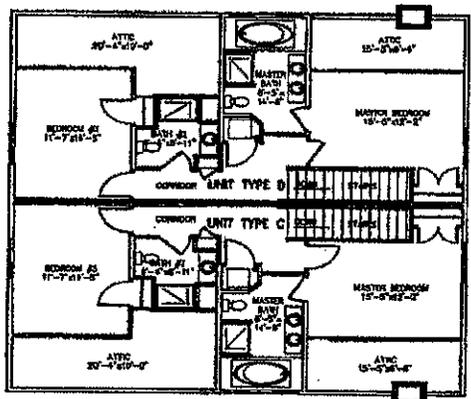
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SHEBOYGAN COUNTY, WISCONSIN



SECOND FLOOR PLAN

UNIT TYPE C (UNITS: 414, 415, 422, 423, 430, 431, 438, 439, 747, 745, 811, 821, 829, 837, 845, 853)
UNIT TYPE D (UNITS: 412, 416, 421, 424, 428, 432, 437, 440, 745, 753, 809, 818, 827, 835, 843, 851)
SCALE 3/32"=1'-0"



THIRD FLOOR PLAN

UNIT TYPE C (UNITS: 414, 415, 422, 423, 430, 431, 438, 439, 747, 745, 811, 821, 829, 837, 845, 853)
UNIT TYPE D (UNITS: 412, 416, 421, 424, 428, 432, 437, 440, 745, 753, 809, 818, 827, 835, 843, 851)
SCALE 3/32"=1'-0"



LEGEND
 ⊕ SECTION CORNER
 ○ 1" O.D. IRON PIPE
 ⊙ 1.315" O.D. IRON PIPE
 ⊗ 2.375" O.D. IRON PIPE
 --- PREVIOUSLY RECORDED AS 10001
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCEMENT

PREPARED FOR:
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 122 W. WASHINGTON AVENUE, 10TH FLOOR
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 ENGINEERS • SURVEYORS • PLANNERS
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Dwg. No. **B-8912-C**
 Project No. 04-16
 Drawn By Don Schmolz
 Date: July 22, 2004
 Sheet 4 of 5 Sheets

ADDENDUM TO BLUE HARBOR RESORT CONDOMINIUM

A CONDOMINIUM PLAT BEING ALL OF LOTS 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, AND 27 OF SOUTH PIER, LOCATED IN PART OF GOVERNMENT LOT 1, SECTION 26, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

All of Lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27 of South Pier, Being part of Government Lot 1, Section 26, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin. Commencing at the concrete monument with a brass cap on the North quarter corner of Section 26;

Thence S74°44'18"E, 555.24 feet to an iron pipe stake on the North-east corner of Lot 12, South Pier, and the Point of Beginning of the following description:

Thence S47°23'48"E along the easterly line of Lots 12, 13, 14, 15 and 16, South Pier, 420.18 feet to an iron pipe stake on the Southeastery corner of Lot 16, South Pier;

Thence S38°18'34"W along the Southerly line of Lots 16 and 17, South Pier, 189.88 feet to an iron pipe stake;

Thence S45°11'51"W along the Southerly line of Lots 17 and 22, South Pier, 181.04 feet to an iron pipe stake which is the beginning of a circular curve concave to the Northwest with a radius of 131.00 feet and a central angle of 32°48'26";

Thence Southwesterly along the arc of the curved Southerly line of Lots 22 and 23, South Pier, 75.01 feet to an iron pipe stake which is measured by a chord of 73.88 feet which bears S91°36'04"W;

Thence S78°00'17"W along the Southerly line of Lots 23, 26 and 27, South Pier, 212.56 feet to an iron pipe stake;

Thence N88°46'10"W along the Southerly line of Lot 27, South Pier, 17.00 feet to an iron pipe stake on the Southwest corner of said Lot 27 and the Northeast corner of the Intersection of Illinois Avenue and Blue Harbor Drive;

Thence N00°31'41"E along the West line of Lots 27, 24 and 26, South Pier, 578.85 feet to an iron pipe stake and the beginning of a circular curve concave to the East with a radius of 65.00 feet and a central angle of 42°04'31";

Thence Northerly along the arc of the curved West line of Lots 25 and 21, South Pier, and the curved Easterly line of Blue Harbor Drive, 62.42 feet to an iron pipe stake which is measured by a chord of 61.03 feet which bears N21°33'56.6"E;

Thence N42°36'12"E along the West line of Lots 21 and 12, South Pier, and the East line of Blue Harbor Drive, 250.79 feet to the Point of Beginning, containing 194,273 square feet.

Dated this 22nd day of July, 2004.



Thomas J. Trzinski
THOMAS J. TRZINSKI
Registered Land Surveyor No. 2636

CONSENT OF MORTGAGEE

M&I Marshall & Isley Bank, a state chartered bank duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of Blue Harbor Resort Condominium, LLC., owner.

IN WITNESS WHEREOF, the said M&I Marshall & Isley Bank has caused these presents to be signed by *Peter G. Morken*, its Vice President, and countersigned by *Thomas Sander*, its Vice President, at *Madison*, Wisconsin, on this *22nd* day of *July*, 2004.

In the presence of:
M&I Marshall & Isley Bank

7-26-04
Date

STATE OF WISCONSIN

COUNTY OF *Dane*

Personally came before me this *22nd* day of *July*, 2004, *Peter G. Morken* and *Thomas Sander* of the above named state chartered bank, to me known to be the persons who executed the foregoing instrument, and to me known to be such officers as the deed of said charter, by its authority.

Thomas J. Trzinski
Notary Public, *Dane* County, Wisconsin
My commission expires *3-4-07*

PREPARED FOR:
THE GREAT LAKES COMPANIES, INC.
127 W. WASHINGTON AVENUE, 10TH FLOOR
MADISON, WI 53703

C.J.E.-JUL 25, 2004, 21:20:23, CADP FILE: D-8912-C-B.DWG

CORPORATE OWNER'S CERTIFICATE OF DEDICATION

Blue Harbor Resort Condominium, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Delaware, as owner, does hereby certify that said company caused the land described on this plat to be surveyed, divided, mapped, and dedicated as represented on this plat.

Blue Harbor Resort Condominium, LLC, does further certify that this plat is required by s.236.10 or s.238.12 to be submitted to the following for approval or objection:

None

IN WITNESS WHEREOF, The Great Lakes Companies, Inc., as manager of Blue Harbor Resort Condominium, LLC, a Delaware Limited Liability Company, has caused these presents to be signed by Bruce D. Neviesser, its chairman, and counter signed by *Marc Vaccaro*, its Vice President, at *Madison*, Wisconsin, on this *22nd* day of *July*, 2004.

In presence of:

Blue Harbor Resort Condominium, LLC, a Delaware Limited Liability Company

By: *Bruce D. Neviesser*, Manager

Bruce D. Neviesser, Chairman

Marc Vaccaro, Vice President

Marc Vaccaro, Co-Chairman

STATE OF WISCONSIN

COUNTY OF *Dane*

SS

Personally came before me this *22nd* day of *July*, 2004, the above named The Great Lakes Companies, Inc., as the manager of Blue Harbor Resort Condominium, LLC, Bruce D. Neviesser, Chairman and Marc Vaccaro, Co-Chairman, and to me known to be the persons who executed the foregoing instrument in and acknowledged the same in such capacities.

Karla J. Braunsley
Notary Public, *Dane* County, Wisconsin
My commission expires *10/7/07*



CONSENT OF REDEVELOPMENT AUTHORITY

The foregoing Condominium Plat of Blue Harbor Resort Condominium is hereby consented to.

REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN, WISCONSIN

Michael Leibham

Michael Leibham, Chairperson

Paulette Enders

Paulette Enders, Executive Director

STATE OF WISCONSIN

COUNTY OF *Sauk*

SS

Personally came before me this *22nd* day of *July*, 2004, Michael Leibham, Chairperson and Paulette Enders, Executive Director of the Redevelopment Authority of the City of Sheboygan, Wisconsin, and to me known to be the persons who executed the foregoing instrument in and acknowledged the same in such capacities.

Michael Leibham
Notary Public, *Sauk* County, Wisconsin
My commission expires *in perpetuity*



ESP GROUP, INC.
LAMPERT-LEE & ASSOCIATES
ENGINEERS • SURVEYORS • PLANNERS

10800 State Hwy. 24 East • Wisconsin Rapids, WI 54484-3718
715-424-3131 or 715-344-0088 • FAX 715-423-8774

DWG. No. **B-8912-C**

Project No. 04-18

Drawn By: Don Schmall

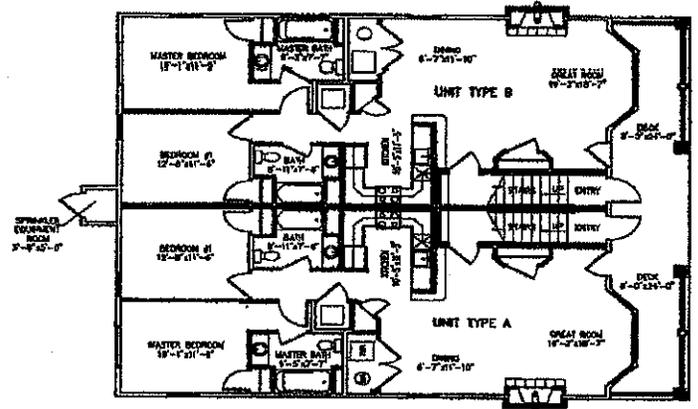
Date: July 22, 2004

Sheet 6 of 5 Sheets

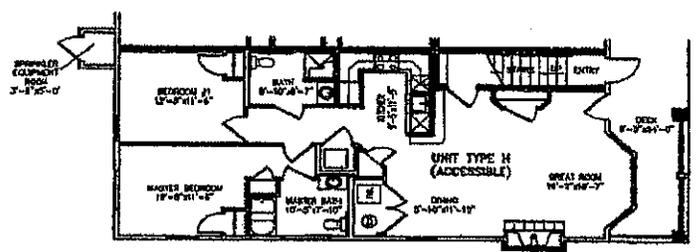
EXHIBIT D

ADDENDUM TO BLUE HARBOR RESORT CONDOMINIUM

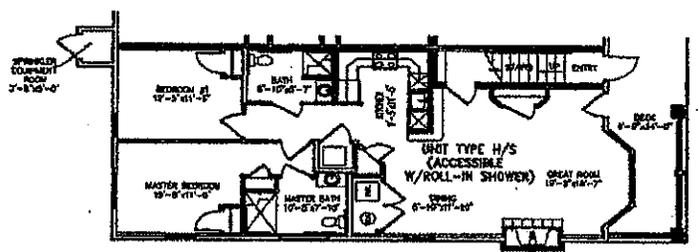
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FIRST FLOOR PLAN
UNIT TYPE A (UNITS: 412, 417, 425, 428, 433, 436, 749, 813, 823, 831, 839, 847)
UNIT TYPE B (UNITS: 411, 418, 419, 426, 437, 434, 435, 442, 743, 751, 807, 817, 825, 835, 841, 849)
SCALE 3/32"=1'-0"



FIRST FLOOR PLAN (ACCESSIBLE)
UNIT TYPE H (UNITS: 420 OR 441 AND 757 OR 855)
SCALE 3/32"=1'-0"



FIRST FLOOR PLAN (ACCESSIBLE W/ROLL-IN SHOWER)
UNIT TYPE H/S (UNITS: 420 OR 441 AND 757 OR 855)
SCALE 3/32"=1'-0"

LEGEND
 □ SECTION CORNER
 ○ 1" O.D. IRON PIPE
 ⊙ 1.315" O.D. IRON PIPE
 ⊙ 2.375" O.D. IRON PIPE
 ○ PREVIOUSLY RECORDED AS 1000
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCEMENT

NOTE:
 1.) UNITS 420 AND 441 WILL EITHER HAVE TYPE H OR TYPE H/S FIRST FLOOR PLANS. THERE WILL BE ONE OF EACH FLOOR PLAN. ACTUAL LOCATIONS OF TYPE H AND TYPE H/S FIRST FLOOR PLANS TO BE DETERMINED.



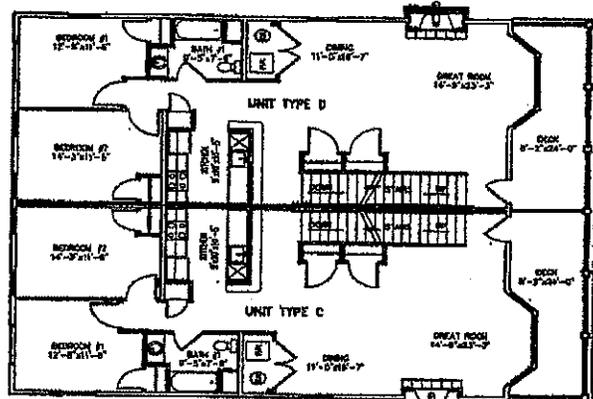
PREPARED FOR:
 THE GREAT LAKES COMPANIES, INC.
 122 W. WASHINGTON AVENUE, 10TH FLOOR
 MADISON, WI 53703

ESP GROUP, INC.
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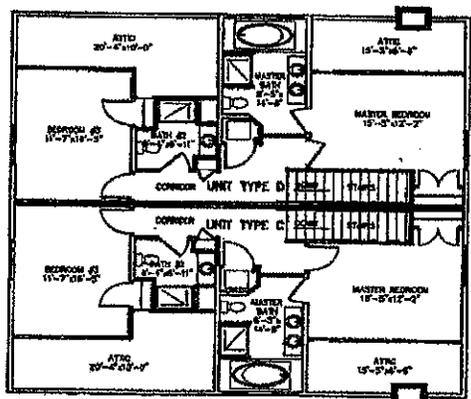
Dwg. No. B-8912-C
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Drawn By: Don Schmoll
Date: July 22, 2004
Sheet 3 of 5 Sheets

ADDENDUM TO BLUE HARBOR RESORT CONDOMINIUM

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SHEBOYGAN COUNTY, WISCONSIN



SECOND FLOOR PLAN
 UNIT TYPE C (UNITS: 414, 415, 422, 423, 430, 431, 438, 439, 747, 755, 811, 821, 829, 837, 845, 853)
 UNIT TYPE D (UNITS: 412, 416, 421, 424, 429, 432, 437, 440, 745, 753, 809, 810, 827, 835, 843, 851)
 SCALE 3/32"=1'-0"



THIRD FLOOR PLAN
 UNIT TYPE C (UNITS: 414, 415, 422, 423, 430, 431, 438, 439, 747, 755, 811, 821, 829, 837, 845, 853)
 UNIT TYPE D (UNITS: 412, 416, 421, 424, 429, 432, 437, 440, 745, 753, 809, 810, 827, 835, 843, 851)
 SCALE 3/32"=1'-0"



- LEGEND**
- ⊙ SECTION CORNER
 - 1" O.D. IRON PIPE
 - ⊙ 1.315" O.D. IRON PIPE
 - ⊙ 2.375" O.D. IRON PIPE
 - ⊙ PREVIOUSLY RECORDED AS 1900
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT

PREPARED FOR:
 THE GREAT LAKES COMPANIES, INC.
 122 N. WASHINGTON AVENUE, 10TH FLOOR
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Dwg. No.	B-8912-C
Project No.	04-18
Drawn By:	Don Schroll
Date:	July 22, 2004
Sheet	4 of 5 Sheets

BLUE HARBOR RESORT CONDOMINIUM a condominium

Rules and Regulations – Condominium Units

Use of your Unit will be more enjoyable at Blue Harbor Condominium (the “Condominium”) if the Units are kept neat and clean and if no Unit Owner or occupant acts in such a way as to infringe on the rights of others. These Rules and Regulations have been developed and adopted by the Board of Directors (the “Board”) of the Blue Harbor Condominium Owners Association, Inc. (the “Association”), to accomplish these objectives and to assure the successful operation of the Condominium as a resort hotel. These Rules and Regulations are in addition to and supplement the provisions of the Declaration, the Association’s Articles of Incorporation and the Association’s Bylaws. Capitalized or defined terms shall have the meaning set forth in the Declaration unless otherwise defined herein.

These Rules and Regulations apply to all Unit Owners and their Guests, except that certain of the Rules and Regulations only apply to Unit Owners. “Guests” include any person in lawful possession of and Owner’s Unit (such as, an overnight guest who compensates the Unit Owner) or any person who uses, occupies or comes upon the Common Elements with the Owner’s consent given expressly, impliedly or by acquiescence. Owners are responsible for their Guests and their behavior. For those Owners who enter into Rental Management Agreements with Blue Harbor Resort Sheboygan, LLC (the “Hotel Manager”), the Hotel Manager, not the Owner, will be responsible for costs of damage to their Units or the personal property in the Unit caused by persons who rent the unit from the Hotel Manager, but the Owner will still be responsible for the cost of repair and replacement as a result of ordinary wear and tear to the Unit and the personal property in the Unit.

A. Units

1. No use of a Unit shall create any nuisance or unreasonable annoyance for others. Owners and Guests will exercise proper care to minimize noise in connection with the use of musical instruments, radios, television sets, amplifiers or other loudspeakers, so as to not disturb other persons occupying Units or using the Common

Elements. No musical instrument will be played and no tape/compact disc players, radio, television set or other sound amplification systems will be allowed to be operated or played in any Unit if the same will disturb or annoy other Unit Owners or Guests.

2. No use of a Unit shall damage or interfere with the operation of the Condominium's Common Elements.
3. Unit toilets and other plumbing and related apparatus shall not be used for any purposes other than those for which they are intended, nor shall improper articles be disposed of in them. Any damages resulting from misuse thereof shall be borne by the Unit Owner within whose unit such damage shall have been caused.
4. No Unit Owner shall install or operate in the building any supplemental heating equipment or use any illumination other than electric light, or use or permit to be brought into the Building any flammable liquids or gas such as gasoline, propane gas, kerosene, naphtha or benzene, or other explosives, or articles deemed extra hazardous without in each case first obtaining the written consent of the Board. No Unit Owner or Guests shall tamper with or in any way alter safety equipment in the Units or any Common Elements.
5. No sign, signal, advertisement, poster or illumination, including but not limited to "For Rent" signs, shall be displayed or exposed on any window, balcony, patio or other part of the building or in or on any of the Common Elements except such as shall be approved, in advance, and in writing by the Board.
6. The temperature in all Units shall be maintained at a reasonable level during the entire year to insure proper operation of all utilities including, but not limited to plumbing. Each Unit Owner is responsible for any damage caused to his/her own Unit, to any other Unit or to any Common Elements caused by his/her failure to

maintain a reasonable temperature. The Association reserves the right (but not the obligation) to enter Units to adjust the heat or air conditioning in said Units to reduce the likelihood of such damage.

7. All curtains, blinds and other window coverings visible from the exterior of the Building shall be those that were included in the original construction of the Residential Unit. Any replacement of such window coverings must be consistent in outside appearance with all other window coverings in the Building, and must be approved in advance by the Board. No sheets or temporary coverings of any type shall be used without prior approval of the Board.
8. Owners will maintain their Units at all times in compliance with all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction over the Condominium.
9. An Owner, contractor or subcontractor prior to 8:00 a.m. or after 6:00 p.m will perform no repairs within the Unit. The foregoing shall not apply to emergency situations or to the Declarant for so long as the Declarant is holding Units for sale.
10. There shall be no smoking permitted in any Unit.

B. Limited Common Elements – Balconies/Patios

1. No use of any of the Limited Common Elements shall create any nuisance or unreasonable annoyance for others. Unit Owners and Guests will exercise proper care to minimize noise in connection with the use of musical instruments, radios, television sets, amplifiers or loud speakers, so as not to disturb other persons using the Condominium.

2. Unit Owners and Guests have exclusive right to use the balconies, which are Limited Common Elements appurtenant to their respective Units.
3. Unit Owners, except Unit Owners who have entered into Rental Management Agreements with the Unit Manager, are obligated to clean the balconies or patios appurtenant to their respective Units. Cleaning will be accomplished so as not to interfere with the balconies or patios of other Unit Owners.
4. Alterations, changes or additions, and permanently affixing items to the floor, walls, ceiling or railings of any balcony or patio is prohibited without specific and advance written approval by the Board. Screening or enclosure of balconies and patios is prohibited.
5. No cooking (including use of grills) shall be permitted on any balcony, patio, or the Common Elements, except in any area that may be specifically designated for such purposes by the Board.
6. Shaking rugs and mops from any balcony, patio or any window, or drying or hanging clothes or any other items in, on or about a balcony or patio, or from the railing of any balcony, or on the Common Elements is prohibited. Dropping or throwing anything from a balcony or patio, except for ordinary snow removal, is prohibited.
7. The placement and use of any furniture, fixtures, planters or other items on or about balconies or patios, other than furniture which was included in original purchase of the Unit or exact replacements, shall be prohibited unless the Unit Owner obtains the prior written approval from the Board.

C. Common Elements – Parking Areas, Driveways, Walks and Recreational Areas

1. No use of any Common Elements shall create any nuisance or unreasonable annoyance for others. Unit Owner and Guests will exercise proper care to minimize noise in connection with the use of the musical instruments, radios, television sets, amplifiers or loud speakers, so as not to disturb other persons using the Condominium.
2. No Unit Owner or Guest shall park any vehicle in such a manner as to impede or prevent any access to any parking areas. Unit Owners and Guests will obey all parking regulations and any other traffic regulations promulgated in the future by the Association for the safety, comfort and convenience of Unit Owners and Guests. All parking spaces are assigned by building. Owners and Guests must park in any of the two (2) per four-bedroom condominium and one (1) per two-bedroom condominium on a first-come first-serve basis.
3. Unauthorized cars in any parking space may be removed with the assistance of the police and at the car owner's expense.
4. No vehicle repairing, changing of oil or any similar activity shall be permitted anywhere on the Common Elements.
5. No campers or other recreational vehicles shall be parked on any part of the Common Elements for more than twenty-four (24) hours at any given time without the Association's prior written consent.
6. Only vehicles being regularly used by Owners or Guests may be parked in parking areas. Vehicles, which are not removed from the Condominium parking area at least

once per week by their owners, shall not be deemed to be “regularly used” for purposes of this rule. Storage of vehicles in the parking areas is prohibited.

7. The Common Elements (including Limited Common Elements) must be kept free and clear of rubbish, debris and other unsightly materials and must not be obstructed, littered, defaced or misused in any manner.

D. Pets/Animals

1. No animals of any kind, except animals assisting the disabled, shall be permitted in any Unit or in any of the Common Elements, at any time.

E. Miscellaneous

1. Soliciting is prohibited. No one shall solicit for the sale of goods or provisions of services or for donations anywhere on or about the Condominium.
2. No individual outside antennas, satellite dishes or wires are permitted to be installed on the exterior of the Building or to protrude from the Building in any way. Satellite television service is provided to each Unit and the cost is included in the Common Expenses.
3. Neither the Board, the Association nor any of its officers, agents or employees are responsible for personal property left in any of the Common Elements, including property left in vehicles parked in the parking areas.
4. Agents of the Association are prohibited from entering individual Units except in the case of any emergency or as otherwise authorized in the Declaration, the Association Bylaws or these Rules and Regulations. The Association shall be entitled to retain a pass (master) key to all Units.

5. Bicycles may not be parked or stored anywhere in the Condominium (including Common Elements, Limited Common Elements and Units) without the prior written approval of the Board.
6. Unit Owners and Guests shall at all times be properly attired when in residence or when in, on or about the Common Elements.
7. Children are not to play in the stairways, parking areas or other areas of the Common Elements not designated for recreational use.
8. All Unit Owners and their Guests shall abide by posted rules regarding use of all recreational amenities and such other rules that are provided to the Unit Owner by the Association.
9. Unit Owners agree to abide by the Checklist of Maintenance Responsibility attached to these Rules and Regulations and made a part hereof.

F. Compliance and Enforcement of Rules and Regulations

1. These Rules and Regulations apply to each Unit Owner and his/her Guests (unless a specific rule or regulation is limited in its application to Residential Unit Owners).
2. Losses or damage to Common Elements or another Unit caused by a Unit Owner or his/her Guests shall be the responsibility of said Unit Owner. Such losses or damages may be chargeable to the Unit Owner as a special assessment.
3. Routine enforcement of these Rules and Regulations shall be by the Association (by such persons as the Association may designate), which shall adopt enforcement policies and procedures.

4. Local police will be called for enforcement of ordinance and other violations of law.
5. Unit Owners should promptly report infractions of these Rules and Regulations to the Association
6. The Board reserves the right (as provided in the Declaration and Bylaws) to amend, alter or cancel any of these Rules and Regulations and to make such other Rules and Regulations from time to time as may be deemed necessary for the safety, care, general welfare and cleanliness of the Condominium and Unit Owners and for enhancing the comfort and convenience of Unit Owners and Guests.

**BLUE HARBOR RESORT CONDOMINIUM ASSOCIATION, INC.
NOTICE OF ADOPTION OF RULE
FEBRUARY 15, 2021**

At a meeting of the Board of Directors (the “Board”) of BLUE HARBOR RESORT CONDOMINIUM ASSOCIATION, INC. (the “Association”), with all Board members in attendance, a motion was made by Don Borschel, seconded by Tom Atkins, and voted upon by 4-0 vote with the chair not voting, to adopt the following rule with immediate effectiveness upon notice to unit owners:

WHEREAS, the Wisconsin Condominium Ownership Act and the Bylaws of the Association allow the Board to adopt rules and regulations as a part of the Condominium Documents;

WHEREAS, unit owners have informed the Board that they believe that the operating expenses of the water park charged to them through condominium dues under Section 6.1 of the Condominium Declaration, known as the “Resort Amenity Fee”, are both higher than appropriate and in excess of the value of the use of the water park facility to them and to their guests;

WHEREAS, certain unit owners have declined to continue to participate in the unit rental program offered by Sheboygan Resort Operator, LLC (“SRO”), have informed the Board of their declination, and the Board has informed unit owners that a daily pass purchase is required for water park use by renters or guests of unit owners not in the rental pool with SRO;

WHEREAS, SRO has informed the Board and unit owners that it interprets a declination of participation in its unit rental program to mean the unit owner forfeits priority right of use of the water park on an equal priority to hotel guests but with the payment of the daily fee; and

WHEREAS, Section 6.1 of the Condominium Declaration allows the Condominium Documents to supercede the actions of the Resort with respect to the Resort Amenity Fee.

The Board hereby adopts a rule that on or before February 28 of each year, or 5 days after such later date when the Resort has prepared the reconciliation of the past year’s Resort Amenity Fee and the estimated charge for the current year, a unit owner may elect to decline the use of the waterpark, for the unit owner and their renters and guests occupying the unit (the “Annual Declination of Water Park Use”). Upon submitting a signed Annual Declination of Water Park Use form, the Association will waive and not bill the charges for the Resort Amenity Fee for that unit. For any unit that does not submit a signed Annual Declination of Water Park Use form or otherwise affirmatively in writing indicates the desire for the use of the water park during the year, the Resort Amenity Fee will be charged to the unit owner on the same proportionate basis as any other cost or expense at the Condominium, with two-bedroom units charged 1.125% of 25% of the water park operating expenses, and four-bedroom units charged 2% of 25% of the water park operating expenses (25% of the water park operating expenses being the maximum Resort Amenity Fee under Section 6.1 of the Declaration).

By the Board of Directors

June __, 2023

Dear Potential Unit Owner:

The Board of Directors (the "Board of Directors") for the Blue Harbor Condominium Association, Inc. (the "Association") would like to advise you, as a potential owner of a condominium unit in the Blue Harbor Resort Condominium (the "Condominium"), of a pending lawsuit that was filed against the Association by certain unit owners in the Condominium (the "Plaintiffs"). The lawsuit at issue was filed in the Circuit Court for Sheboygan County, Wisconsin as *Jennifer Munnik, et al. v. Blue Harbor Resort Condominium Association, Inc., et al.*, case no. 22-CV-512 (the "Lawsuit").

As a potential unit owner in the Condominium, you should be aware of the Lawsuit and how it could affect your ability to occupy your unit. By way of background, a Special Meeting of the unit owners of the Condominium was held on August 23, 2022 which, in part, sought the unit owners' ratification of the Board of Directors' policy of enforcing on a going-forward basis the various documents governing the Condominium that prohibit any individual from continuously occupying any unit in the Condominium for a period exceeding 29 days (the "29-day Restriction"). In that meeting, the Board of Directors made clear that it believes the 29-day Restriction is a valid and enforceable use restriction against each of the units in the Condominium. A request was made in the meeting by a unit owner to delay the vote for at least 30 days, which the Board agreed to do. Before the Board was able to reconvene for all unit owners to vote, the Association received the Lawsuit.

The Board of Directors understands that in the Lawsuit the Plaintiffs are seeking a declaration from the Court that the 29-day Restriction is no longer valid and enforceable against any unit owners in the Condominium and an order permanently enjoining the Association from asserting or claiming that the 29-day Restriction is enforceable against the unit owners in the Condominium. Conversely, the Association contends in the Lawsuit that the 29-day Restriction is a valid and enforceable use restriction against each of the units in the Condominium and denies that the Plaintiffs are entitled to receive any of the relief that they seek in the Lawsuit. Thus, if the Association prevails in the Lawsuit, the 29-day Restriction will prohibit you, as a unit owner in the Condominium, from continuously occupying the unit for a period exceeding 29 days. If nothing changes, the Lawsuit (after exhaustion of all appeals) will resolve the issue of the validity and enforceability of the 29-day Restriction against each of the units in the Condominium, one way or the other.

That said, pending resolution of the Lawsuit, the Board maintains its position that the documents governing the Condominium prohibit any individual from continuously occupying any unit in the Condominium for a period exceeding 29 days, and it expects all unit owners, their guests, and their tenants to comply with this restriction pending resolution of the Lawsuit.

Regards,

Marsha L. Forsythe
Treasurer
Blue Harbor Condominium Association
1111 Willis Avenue
Wheeling, IL 60090
847-541-8300 (Phone)
847-541-8305 (Fax)