LAKE FOREST RESORT AND CLUB CONDOMINIUM ASSOCIATION



DECLARATION

(Effective 8.14.2009)

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TO

DECLARATION OF CONDOMINIUM

LAKE FOREST RESORT & CLUB, A CONDOMINIUM A Shared Ownership Resort

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DECLARATION OF CONDOMINIUM

NORTHLAND INVESTMENT CORPORATION, a Wisconsin corporation, Route 3, Eagle River, Wisconsin, 54521 (hereinafter referred to as "Declarant") has hereby declared that the real estate described below is subject to the Wisconsin Unit Ownership Act. All said real estate and all improvements now or subsequently placed thereon and all appurtenant rights shall hereafter be known and described as the "Lake Forest Homes Condominium" (hereinafter referred to as the "Condominium").

WITNESSETH

WHEREAS, the Declarant is the record owner of the following described real estate in the

Town of Washington, County of Vilas, State of Wisconsin:

A parcel of land being a part of the NE 1/4 NW 1/4 and a part of government Lot 3, Section 25, Township 40 North, Range 10 East, Vilas County Wisconsin and being more particularly described as follows:

Commencing at the North 1/4 corner of said Section 25, a concrete monument, thence South 22° 45' 46" West 1247.09 feet to an iron pipe on the Easterly R/W line of the Town Road, the place of beginning, thence South 36° 53' 10" East 313.89 feet to an iron pipe on the shore of Voyageur Lake, thence along said shore: South 11° 17' West 88.39 feet to an iron pipe, South 37° 25' 30" West 73.32 feet to an iron pipe, North 72° 07' 30" West 69.17 feet to an iron pipe, South 74° 25' 30" West 40.17 feet to an iron pipe and North 59° 50' 30" West 128.95 feet to an iron pipe, thence North 29° 19' 30" West 143.35 feet to an iron pipe on the Easterly R/W line of the Town Road, thence along said R/W line; North 42° 49' 30" East 110.07 feet and North 36° 25' East 142.94 feet to the place of beginning.

Including all lands lying between the meander line and the water's edge.

ALSO: A parcel of land being a part of the NE 1/4 NW 1/4 and a part of Government Lot 3, Section 25, Township 40 North, Range 10 East, Vilas County, Wisconsin and being more particularly described as follows:

Commencing at the North 1/4 corner of said Section 25, a concrete monument, thence South 22° 45' 46" West 1247.09 feet to an iron pipe on the Easterly R/W line of the Town Road, and the place of beginning, thence South 52° 24' 23" East 93.40 feet, thence South 30° 30' 53" East 225.28 feet to an iron pipe on the shore of Voyageur Lake, thence North 36° 53' 10" West 313.89 feet to the place of beginning.

WHEREAS, Declarant intends to and does hereby submit the above-described real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto to the provisions of the "Wisconsin Unit Ownership Act", and

WHEREAS, Declarant is further desirous of establishing for its own benefit and for the mutual benefit of all future owners or occupants of the property, or any part thereof, certain easements and rights in, over, and upon said property and certain mutually beneficial restrictions and obligations with respect to the property use, conduct and maintenance thereof; and

WHEREAS, Declarant desires and intends that the several owners, mortgagees, occupants and other persons hereafter acquiring any interest in said property shall, at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of such property and to facilitate the property utilization of such covenants and are established for the purpose of enhancing and perfecting the attractiveness, value and desirability of the property;

NOW, THEREFORE, the Declarant as the record owner of the real estate described above, and for the purposes set forth, hereby declares as follows:

(1) **Definitions.** For the purpose of brevity and clarity certain words and terms used in this

Declaration are defined as follows:

- (a) Act: The "Wisconsin Unit Ownership Act" of the State of Wisconsin.
- (b) <u>Declaration</u>: This instrument by which the property is submitted to the provisions of the Act, as hereinafter provided, and such Declaration as from time to time amended.
- (c) <u>Parcel</u>: The parcel of real estate described above in this Declaration.
- (d) Property: All the land, property and space comprising the Parcel, all improvements and structures constructed or contained therein or thereon, including the Building and all easements, rights and appurtenances belonging thereto and all fixtures, equipment and furnishings intended for the mutual use, benefit or enjoyment of the Unit Owners.
- (e) Unit: A part of Property, including one or more rooms and occupying one or more floors or part or parts thereof, designed for or intended for independent use as a single-family dwelling, as set forth on Plat attached hereto as Exhibit "A", which Plat is being recorded simultaneously with the recording of this Declaration. Each unit shall consist of the space enclosed and bounded by the horizontal and vertical planes constituting the boundaries of such Unit as shown on the Plat.
- (f) <u>Common Elements</u>: All portions of the Property except the Units.
- (g) <u>Person</u>: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- (h) <u>Unit Owner</u>: The Person or Persons whose es-

- tates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.
- (i) Occupant: A Person or Persons, including a Unit Owner, in possession of one or more Units.
- (j) Majority or Minority of the Unit Owners: The owners of more than 50% in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided ownership of the Common Elements.
- (k) <u>Unit Ownership</u>: A part of the Property consisting of a Unit Week or Weeks in one Unit and the prorated undivided interest in the Common Elements appurtenant thereto.
- (I) <u>Building</u>: The building or buildings located on the Parcel and forming part of the Property and containing the Units, as shown by the surveys of said buildings included in the Plat.
- (m) <u>Limited Common Elements</u>: A portion of the Common Elements serving exclusively one or more but less than all Units as an inseparable appurtenance thereto. The Board may from time to time designate portions of the Common Elements as Limited Common Elements.
- (n) <u>Unit Week</u>: Unit Week means a one (1) week period of ownership in a condominium unit committed to interval ownership.
- (o) Unit Week Computation: Unit Week No. 1 is the seven (7) days commencing on the last Saturday of 1977. Unit Week No. 2 is the seven (7) days succeeding the period. Additional weeks up to and including Unit Week No. 51 are computed in a like manner. Unit Week No. 52 contains the seven (7) days succeeding the end of Unit Week No. 51 without regard to the month or year plus any excess days not otherwise assigned. Unit Weeks run from 3:00 o'clock P.M. on the first Saturday in the Unit Weeks purchased to 10:00 o'clock A.M. on the Saturday of said Unit Weeks.
- **(2)** Submission of Property to the Act. The Declarant as the record owner of the Parcel, expressly intends to and, by recording this Declaration, does hereby submit the Parcel and the Property to the provisions of the Act.

- **(3) Unit Identification**. Each Unit is delineated on the Plat attached hereto as Exhibit "A" and made a part of this Declaration, and is identified on the Plat by a distinguishing number of other symbols. The legal description of each Unit shall refer to such identifying number of other symbol, and such descriptions shall be deemed good and sufficient for all purposes.
- **(4) Description of Land**. The land which is the subject of this Declaration and upon which the buildings and improvements are and will be located is in Vilas County, Wisconsin, and more particularly described on the first page of this Declaration.
- (5) Description of Buildings. There is one (1) building constructed on the land and located as shown on the attached Plat. There is one additional building to be constructed upon the land and location as shown on the attached Plat. Each building will have two floors of living space without basement. All condominium dwelling units (hereinafter called "Units") will have two (2) bedrooms. Each of the two buildings will contain four (4) Units for a total of eight (8) Units. The principal materials of which the building named Voyager presently constructed, and the proposed building named Driftwood to be constructed, are concrete block foundation, wood frame on front and rear outside walls with masonry and wood frame party walls, concrete slab floors on first floor and wood floors on second floor, masonry and wood exterior, and asphalt shingle roof. The bathrooms contain vinyl floor covering. The master bedroom will have a covered balcony leading from it and the living room will lead to a patio. Units will be individually electrically heated, and domestic hot water supplies also individually electrically heated.

(6) Description of Units.

- (a) The unit letter of each unit (which is determined by its building letter), its location and immediate common area to which it has access are shown on Exhibit "A" attached hereto. The layout, number of rooms, approximate area, dimensions and other data of and for each unit are shown on the set of floor plans attached hereto as exhibit "C".
- (b) The boundaries of each unit shall consist of that part of the cubic area of each building and crawl space underneath which is enclosed as follows:
 - (1) The vertical or perimetrical boundaries of the unit shall be the place of the outer surface of the exterior walls and the place of the outside faces of doors and windows bounding a unit extended in each case to an intersection with the upper and lower boundaries; and
 - (2) The upper and lower boundaries shall be (a) low boundary the place of the level of the ground under-neath the buildings; and (b) upper boundary the place of the upper surface of the roof of the building; and
 - (3) To the extent the roof of a building overhangs the vertical boundaries of a unit, the overhanging portion (bounded by top and bottom thereof) shall be considered as a part of the unit.
- (7) Description of Common Areas and Facilities. The common areas and facilities shall include those matters described in Section 703.09(I)(d) of the Wisconsin Unit Ownership Act, including, but not limited to the following; land, roads, walks, driveways, parking areas, but shall exclude all structural and other building components and equipment located within the cubic boundaries of each unit as described in paragraph 6(b) of this Declaration.
- (8) Description of Limited Common Areas and Facilities. The limited common areas and facilities assigned to and reserved for use of each unit exclusive of use by other units shall consist of the following:

- (a) One (1) parking area for each unit as designated on Exhibit "A". The balance of designated guest parking area for guests and owners and for service people (see parking areas on Exhibit "A".)
- (b) An area the size of four feet by six feet immediately adjacent to the rear door of each unit, covered with cement slab or concrete patio block.
 - (c) Balcony and patio immediately adjacent to the front of each unit.
 - (d) Dock spaces as designated on Exhibit "A".
- (e) One (1) designated 14 foot aluminum boat, Oars, anchor and three (3) boat cushions.
 - (f) One (1) Weber kettle.
 - (g) One (1) set of men's ladies' golf clubs.

(9) Unit Value for Common Area Ownership and Voting.

- (a) The percentage of undivided interest in the common areas facilities (including limited common areas) appertaining to each unit and its owners shall be prorated on the basis of the number of weeks so owned. Each Unit Week shall have one vote.
- (10) Use and Occupancy. All units are intended for and shall be restricted to residential use and occupancy.
- (11) Ownership of Common Elements. Each Unit Owners shall own an undivided interest as a tenant in common with all other Unit Owners in the Common Elements, equal to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in this Declaration. The ownership of each Unit and of the Unit Owner's corresponding percentage of ownership in the Common Elements shall not be separated.
- (12) Use of the Common Elements. Each Unit Owner shall have the right to use the Common Elements (except any Limited Common Elements) in common with all other Unit Owners, as may be required for the purposes of access and ingress and egress to and use and occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to each Unit Owner, and the agents, servants, tenants, family members and invitees of each Unit Owner. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving exclusively his Unit. Such right to use and possess the Common Elements, including the Limited Common Elements shall be subject to and governed by the provisions of the Act and of this Declaration and the By-Laws and rules and regulations of the Board. The Board shall have the exclusive authority from time to time to adopt or amend administrative rules and regulations governing the use, occupancy, and control of the Common Elements.
- (13) Common Expense. Unless otherwise determined by the Board in conformance with the By-Laws and this Declaration, each Unit Owner shall pay his proportionate share of the expenses of administration, maintenance, and repairs of the Common Elements and of any other expenses incurred in conformance with the Declaration and By-Laws or otherwise lawfully agreed upon (which expenses are herein sometimes referred to as "common expenses"). Such proportionate share of the common expenses for each Unit Owner shall be in the same ratio as his percentage of ownership in the Common Elements. Payment thereof shall be in such amounts and at such times as determined in the manner provided by the By-Laws. If any Unit Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the property as provided in the Act.

- (14) Common Expenses and Common Surplus. The common expenses of the Condominium, including the obligation of each Unit Owner shall be shared by the Unit owners as specified and set forth in Exhibit "D". The foregoing ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the Condominium parcels, their location, or the building square footage included in each Condominium unit.
- (15) Maintenance, Repair and Replacements. All owners of Unit Weeks in units committed to interval ownership shall pay a "maintenance fee". The maintenance fee shall include the following:

The particular Unit Week's owner's share of common expenses, as set forth in Paragraph 14 above; repair and upkeep of units for normal wear and tear (example--repainting interior walls); repair and replacement of furniture, fixtures, appliances, carpeting, and utensils; casualty and/or liability insurance on the unit; utilities for the subject unit; personal property, real estate, and any other applicable taxes; and any other expenses incurred in the normal operation and maintenance of the unit which cannot be attributed to a particular Unit Week Owner.

The maintenance fee shall be prorated among all owners of Unit Weeks in a specific unit by applying a fraction, the numerator of which is the number of Unit Weeks owned by a specific owner, the denominator of which is 52 to the total of all such expenses.

If due to the act or negligence of a Unit Owner, or of a member of his family or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by the other, or maintenance, repairs or replacements shall be required which would otherwise be the common expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance.

The Board shall have the exclusive authority to take or refrain from taking any action pursuant to this paragraph. All expenses which, pursuant to this paragraph, are chargeable to any Unit Owner, may be specifically assessed to such Unit Owner and shall be payable by such Unit Owner as prescribed by the Board. The judgment of the Board in all such cases shall be final.

(16) Use and Occupancy Restrictions. No Unit shall be used for other than residential purposes. Each unit shall be used as a residence for a single family by the Unit Owner and his family and their guests, or by a person or single family and their guests to whom the Unit Owner shall have leased or rented his unit. No pets shall be permitted on the premises, nor in the individual units at any time, without exception.

The Common Elements shall be used only for access, ingress and egress to and from the respective Units by the respective families residing therein and their respective guests and for such other purposes which are incidental to the residential use of the respective units; provided, however, the common parking areas, storage areas, swimming area, and other special areas shall be used for the purposes approved by the Board.

(17) Service of Process. Services of process shall be made upon E.L. "Jim" Mason, c/o Northland Investment Corporation at Route 3, Eagle River, Wisconsin, 54521 as to matters provided in the Wisconsin Unit Ownership Act until all units have been sold, conveyed and paid for, at which time the Association of Unit Owners may designate a successor by a vote of a simple majority of a quorum present at any meeting of the Association.

(18) Damage or Destruction; Maintenance.

(a) If, within 90 days of the date of the damage or destruction in whole or in part to all of the units of the condominium, it is not determined by the Association to repair, reconstruct or rebuild, then further matters concerning ownership of the property shall be in accordance with the provisions of Section 703.26 of the Wisconsin Unit Ownership Act. In the

event of damage or destruction involving less than all of the units, each unit owner shall be deemed to have consented individually and as a member of the Association to continue the Condominium; by acceptance of the deed to his unit, each Unit Owner, for himself and for successor owners, shall be deemed to have consented to the foregoing action and such consent shall be deemed continuous action by the Association by unanimous consent in writing as contemplated by Section 181.72 of the Wisconsin Statutes.

- (b) The Association shall be responsible for all maintenance, repair, and periodic service on all units, including wells and septic tanks appurtenant to each unit. Such maintenance and repair costs shall become a part of the common expenses of the respective unit to which such maintenance or repair expense applies. In undertaking any such work, the Association, its Board of Directors, employees and agents shall not be liable to the Unit Owner or others for any damage to persons or property caused directly or indirectly by such work except for intentional misconduct. Failure of the Unit Owner to pay promptly any bill from the Association relating to such expense shall entitle the Association to the remedies available for violation of its rules and regulations in addition to other remedies provided by law for recovery of indebtedness.
- (d) Fire, extended coverage, and other property damage insurance for individual units shall be maintained by the Board of Directors of the Association and the Association shall have responsibility for the maintenance, repair, reconstruction, or rebuilding of any unit in the event of its damage or destruction.
- (e) Should it be necessary that the property be rebuilt, repaired, restored, or sold in the event of damage or destruction of all or part of the property, the subject of this Condominium Declaration, such decision can only be made by an affirmative vote of 90% of all Unit Owners.
- (19) Administration and Operation of the Property. The governing body for all of the Unit Owners for the administration and operation of the property, as provided in the Act and in the Declaration and in the By-Laws shall be the Board of Managers who shall be elected in the manner provided in the By-Laws. The Board of Managers, if and when authorized by a majority of the Unit Owners, shall cause to be incorporated a not-for-profit corporation as provided by the Act. Such corporation (hereinafter referred to as "Association") shall be the governing body for all of the Unit Owners for the administration and operation of the property as provided in the Act and in this Declaration and in the By-Laws. The Board of Directors of such Association shall constitute the Board of Managers provided for in the Act, and all rights, titles, powers, privileges and obligations vested in or imposed upon the Board of Managers in the Act and in this Declaration and in the By-Laws shall be held or performed by the Association or by the duly elected members of the Board of Directors thereof and their successors in office.

Whenever the word "Board" is used in this Declaration or in the By-Laws, it shall mean and refer to the Board of Managers if there is no Association or if there is an Association, it shall mean and refer to said Association acting through its Board of Directors. The Board shall be elected by the Unit Owners in accordance with the By-Laws. Neither the Board, the Association nor the Unit Owners shall be deemed to be conducting a business of any kind. All funds collected by the Board shall be held and expended for the purpose designated in the Declaration and By-Laws and (except for such adjustments as the Board may require to reflect delinquent, prepaid and special assessments) shall be deemed to be held for the benefit, use and account of all Unit Owners in the percentages set forth in Exhibit"D" and shall be administered in accordance with the provisions of this Declaration and the By-Laws. Each Unit Owner's membership shall automatically terminate when he ceases to be a Unit Owner, and upon transfer of his ownership interest, the new Unit Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association.

(20) Liability and Indemnity. The members of the Board and the officers thereof or of the Association shall not be liable to the Unit Owners for any mistake of judgment or any acts or omissions made

in good faith as such members or officers on behalf of the Unit Owners or the Association. Each and every agreement made by such members of officers on behalf of the Unit Owners or the Association shall be executed by such members or officers only as agents for the Unit Owners or by the Association, and such members or officers shall have no personal liability thereunder (except as Unit Owners.) The Unit Owners shall indemnify and hold harmless such members and officers against all personal contractural liability to third parties arising out of agreements made by such members and officers on behalf of the Unit Owners or the Association unless any such agreement shall have been make in bad faith or contrary to this Declaration. The liability of any Unit Owner arising out of any agreement made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements.

(21) Board's Determination Binding. In the event of any dispute or disagreement between any Unit Owners relating to the property, or any question of interpretation of the provisions of this Declaration or By-Laws, the determination thereof by the Board shall be final and binding on each and all of such Unit Owners.

(22) General Provisions.

- (a) Each grantee of the Declarant, by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Deed, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits, and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the rights described in this paragraph or any other part of this Declaration or the By-Laws shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees of such Unit Ownerships as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.
- (b) The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, limitation, or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this Declaration.
- (c) No covenants, restrictions, conditions, obligations or provisions contained in this Declaration 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 which may occur.
- (d) The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for development and operation of a first class condominium resort.
- (e) If any of the options, privileges, covenants, or rights created by this Declaration would otherwise violate (1) the rule against perpetuities or some analogous statutory provision or (ii) if any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent President of the United States.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed this 10th day of November, 1978.

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(SEAL)

BY: /s/ E.L. Jim Mason______ E.L. "Jim" Mason,

President

STATE OF Wisconsin) COUNTY OF Vilas)

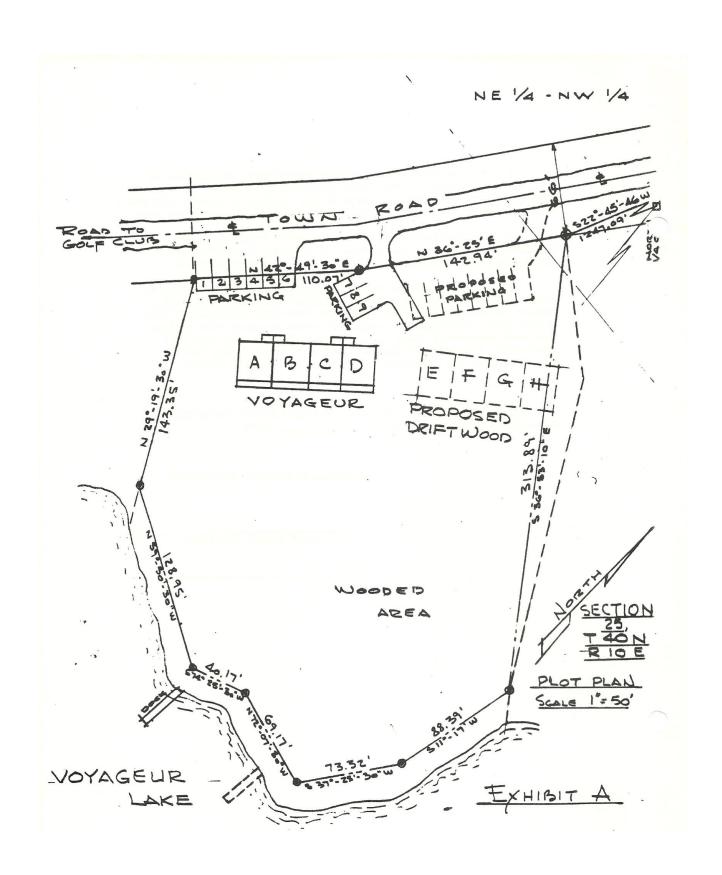
Personally came before me this <u>10th</u> day of November, 1978, the above named E. L. "JIM" MASON, President of Northland Investment Corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

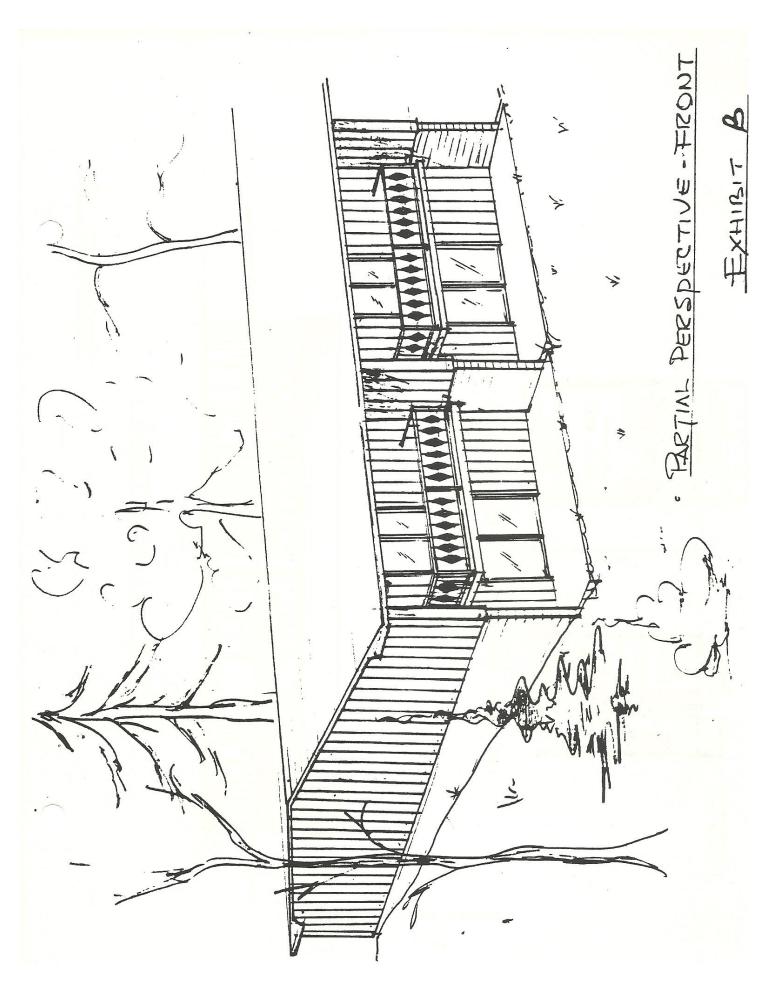
/s/ (Lois B. Kopetzke)

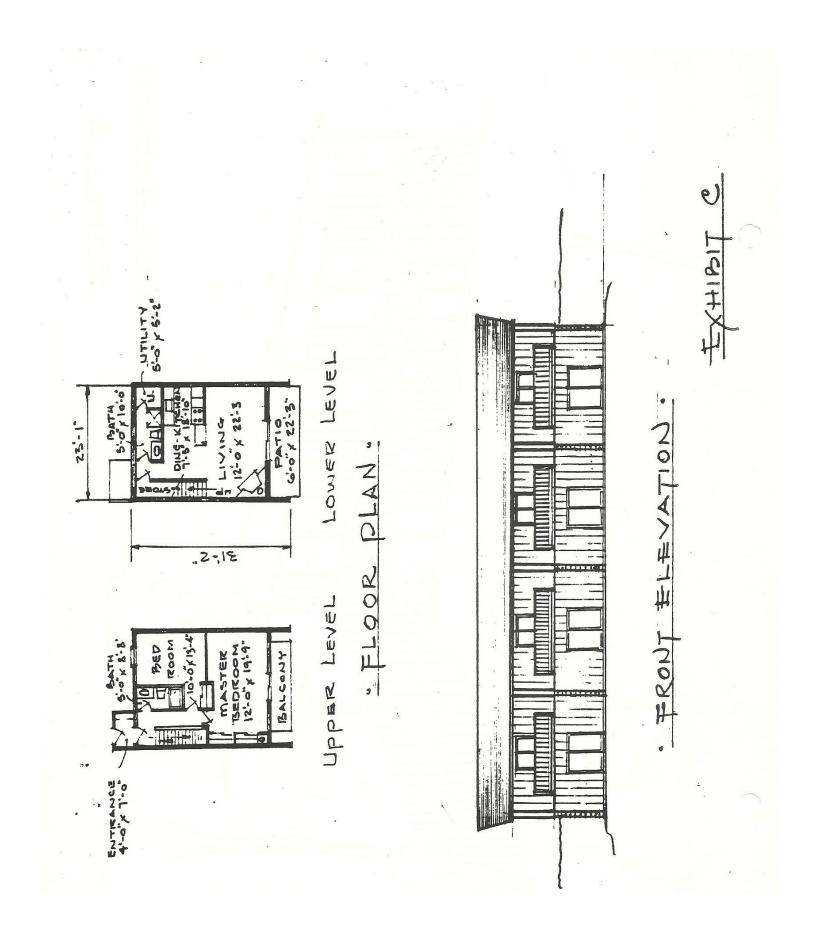
Lois B. Kopetzke Notary Public, Vilas County, Wisconsin My commission expires: 12-3-78

This Instrument Drafted By:

John P. LaChance O'Melia Law Offices, S.C. Eagle River, Wisconsin 54521







PERCENTAGE OF OWNERSHIP

Each Unit Week within the condominium shall have a one-fifty second (1/52) interest in and to the common elements and common surplus, and shall be responsible for one-fifty second (1/52) of the common expenses of the condominium.

SURVEYORS CERTIFICATION LAKE FOREST VACATION HOMES, A CONDOMINIUM

I have examined the Declaration of Condominium and attached exhibits, including the "Plot Plan" of Lake Forest Vacation Homes, a Condominium, located on Voyageur Lake of the Eagle Chain of Lakes, Town of Washington, Vilas County, Wisconsin, and certify that the construction of the improvements described is sufficiently complete so that such material, together with the provisions of the Declaration describing the Condominium property is an accurate representation of the location and dimensions of the improvements, and that the identification, location, and dimensions of the common elements of each unit can be determined from these materials.

Done this 11th day of October 1978.

By: /s/ Robert E. Bandow ______ Robert E. Bandow (Genisot & Associates, Inc.) Registered Land Surveyor No. 5-104

Exhibit "D"

AMENDMENTS TO CONDOMINIUM DECLARATION

OF LAKE FOREST HOMES CONDOMINIUM

FIRST AMENDMENT

as recorded in Volume 360 Page 497 as Document #188548, Vilas County Records

I. That portion of the Declaration of Condominium which reads:

"All said real estate and all improvements now or subsequently placed thereon and all appurtenant rights shall hereafter be known and described as the "Lake Forest Homes Condominium" (hereinafter referred to as the "Condominium")."

be amended to read as follows:

"All said real estate and all improvements now or subsequently placed thereon and all appurtenant rights shall hereafter be known and described as the "Lake Forest Resort and Club" (hereinafter referred to as the "Condominium")."

- II. Paragraph (1)(o) which reads:
 - "(o) <u>Unit Week Computation</u>: Unit Week No. 1 is the seven (7) days commencing on the last Saturday of 1977. Unit Week No. 2 is the seven (7) days succeeding the period. Additional weeks up to and including Unit Week No. 51 are computed in a like manner. Unit Week No. 52 contains the seven (7) days succeeding the end of Unit Week No. 51 without regard to the month or year plus any excess days not otherwise assigned. Unit Weeks run from 3:00 o'clock P.M. on the first Saturday in the Unit Weeks purchased to 10:00 o'clock A.M. on the Saturday of said Unit Weeks."

be amended to read as follows:

- Unit Week Computation: Unit Week No. 1 is seven (7) days commencing on "(o) the first Saturday of the calendar year 1978. Unit Week No. 2 is the seven (7) days succeeding. Additional weeks up to and including Unit Week No. 52 are computed in a like manner. Unit Week No. 52 contains the seven (7) days succeeding the end of Unit Week No. 51 without regard to the month or year. Unit Week No. 53 contains any excess days not otherwise assigned. In those years in which there is a full Unit Week No. 53, Unit Week No. 1 shall commence on the Saturday immediately succeeding Unit Week No. 53. Unit Weeks run from 3:00 p.m. on the first Saturday of the period to 10:00 a.m. on the last Saturday of the period. Any and all Deeds, Land Contracts, Mortgages, or other recorded documents affecting title to Unit Weeks already conveyed shall be deemed automatically amended to reflect the change in the renumbering of Unit Weeks pursuant hereto. This definition, as amended, in no manner affects the period of time owned by those to whom Unit Weeks have already been conveyed, the sole purpose of said amendment and the renumbering of Unit Weeks being the conformance of the Condominium calendar to the accepted national calendar of timeshare Ownership."
- III. Paragraph (8)(a) which reads:
 - "(a) One (1) parking area for each unit as designated on Exhibit "A". The balance of designated guest parking area for guests and owners and for service people (see parking areas on Exhibit "A").

be amended to read as follows:

- "(a) One (1) parking area for each unit as designated on Exhibit "A", or as the same may from time to time be designated in keeping with the esthetic requirements of the Condominium."
- IV. Paragraph (8)(b) which reads:
 - "(b) An area the size of four feet by six feet immediately adjacent to the rear door of each unit, covered with cement slab/or concrete patio block."

be amended to read as follows:

- "(b) An area adjacent to the rear door of each unit designated as a "deck" or "porch" for convenient access."
- V. Paragraph (8)(d) which reads:
 - "(d) Dock spaces as designated on Exhibit "A".

be amended to read as follows:

- "(d) Dock spaces as designated on Exhibit "A", or as the same may from time to time be designated in keeping with the esthetic requirements of the Condominium."
- VI. Paragraph (8.5) is created as follows:
 - "(8.5) <u>Designation of Limited Common Areas and Facilities Appurtenant to Buildings</u>. The limited common areas and facilities assigned to and reserved for use of each four (4) unit building exclusive of use by other four (4) unit buildings (except in (d) below) shall consist of the following:
 - (a) Two (2) canoes for each four (4) unit building.
 - (b) Four (4) bicycles for each four (4) unit building.
 - (c) Four (4) pair of cross country skis for each four (4) unit building.
 - (d) One (1) general purpose and club room adjoined to and located between two (2) four (4) unit buildings, to be used exclusively by said adjoined two (2) four (4) unit buildings."
- VII. That portion of Exhibit D to the Declaration of Condominium which

reads:

"Percentage of Ownership. EACH UNIT WEEK WITHIN THE CONDOMINIUM SHALL HAVE A ONE-FIFTY SECOND (1/52) INTEREST IN AND TO THE COMMON SURPLUS, AND SHALL BE RESPONSIBLE FOR ONE-FIFTY SECOND (1/52) OF THE COMMON EXPENSES OF THE CONDOMINIUM."

be amended to read as follows:

"Percentage of Ownership. EACH UNIT WITHIN THE CONDOMINIUM SHALL HAVE AN INTEREST IN THE COMMON ELEMENTS AND COMMON SURPLUS, AND SHALL BE RESPONSIBLE FOR COMMON EXPENSES OF THE CONDOMINIUM IN

AN AMOUNT DETERMINED BY APPLYING A FRACTION, THE NUMERATOR OF WHICH IS ONE, AND THE DENOMINATOR OF WHICH IS THE NUMBER OF UNITS CONSTRUCTED AND IN EXISTENCE ON THE FIRST DAY OF EACH CALENDAR YEAR, TO THE TOTAL OF ALL SUCH COMMON EXPENSES, COMMON SURPLUS, AND COMMON ELEMENTS. EACH UNIT WEEK WITHIN EACH SPECIFIC UNIT SHALL HAVE AN INTEREST IN THE COMMON ELEMENTS AND COMMON SURPLUS ATTRIBUTABLE TO SUCH SPECIFIC UNIT, AND SHALL BE RESPONSIBLE FOR COMMON EXPENSES ATTRIBUTABLE TO SUCH SPECIFIC UNIT IN AN AMOUNT DETERMINED BY APPLYING A FRACTION, THE NUMERATOR OF WHICH IS THE NUMBER OF UNIT WEEKS OWNED BY A SPECIFIC UNIT WEEK OWNER, AND THE DENOMINATOR OF WHICH IS FORTY-EIGHT (48), TO THE TOTAL OF ALL SUCH COMMON EXPENSE, COMMON SURPLUS, AND COMMON ELEMENTS, ATTRIBUTABLE TO SUCH SPECIFIC UNIT."

VIII. Paragraph (15) which reads:

"Maintenance, Repairs, and Replacements. All owners of Unit Weeks in units committed to interval ownership shall pay a "maintenance fee". The maintenance fee shall include the following:

The particular Unit Weeks owner's share of common expenses, as set forth in Paragraph 14 above; repair and upkeep of units for normal wear and tear (example--repainting the interior walls); repair and replacement of furniture, fixtures, appliances, carpeting, and utensils; casualty and/or liability insurance on the unit; utilities for the subject unit; personal property, real estate, and any other applicable taxes; and any other expenses incurred in the normal operation and maintenance of the unit which cannot be attributed to a particular Unit Week owner.

The maintenance fee shall be prorated among all owners of Unit Weeks in a specific unit by applying a fraction, the numerator of which is the number of Unit Weeks owned by a specific owner, the denominator of which is 52 to the total of all such expenses.

If due to the act or negligence of a Unit Owner, or of a member of his family or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by other, or maintenance, repairs or replacements shall be required which would otherwise be the common expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance.

The Board shall have exclusive authority to take, or refrain from taking, any action pursuant to this paragraph. All expenses which, pursuant to this paragraph, are chargeable to any Unit Owner, may be specifically assessed to such Unit Owner and shall be payable by such Unit Owner as prescribed by the Board. The judgment of the Board is all such cases shall be final."

be amended to read as follows:

"Maintenance, Repairs, and Replacements. All owners of Unit Weeks in units committed to interval ownership shall pay a "maintenance fee". The maintenance fee shall include the following:

The particular Unit Weeks owner's share of common expenses, as set forth in Paragraph 14 above; repair and upkeep of units for normal wear and tear (example--repainting interior walls); repair and replacement of furniture, fixtures, appliances, carpeting, and utensils; casualty and/or liability insurance on the unit; utilities for the subject unit; personal property,

real estate, and any other applicable taxes; and any other expenses incurred in the normal operation and maintenance of the unit which cannot be attributed to a particular Unit Week Owner.

The total amount of annual maintenance expenses shall be divided equally among all units constructed and in existence on the first day of each calendar year.

The maintenance fee attributable to each unit shall be prorated among all owners of Unit Weeks in a specific unit by applying a fraction, the numerator of which is the number of unit weeks owned by a specific Unit Week owner, and the denominator of which is 48, to the total of all such expenses attributable to the specific unit. The foregoing shall not apply to Unit Weeks conveyed to the Association.

If due to the act or negligence of a Unit Owner, or of a member of his family or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by other, or maintenance, repairs or replacements shall be required which would otherwise be the common expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance.

The Board shall have exclusive authority to take, or refrain from taking, any action pursuant to this paragraph. All expenses which, pursuant to this paragraph, are chargeable to any Unit Owner, may be specifically assessed to such Unit Owner and shall be payable by such Unit Owner as prescribed by the Board. The judgment of the Board in all such cases shall be final."

IX. Paragraph (15.5) is created as follows:

"Upon the conveying of thirty (30) weeks in any specific unit, or six (6) months after the date of the first conveyance of a Unit Week in any specific unit, whichever date occurs first, the Developer agrees to convey and the Association agrees to accept four (4) Unit Weeks to be used for maintenance purposes. The Developer shall have the right to choose the Unit Weeks to be so conveyed. In addition, within the time frame aforesaid, the Developer agrees to convey, and the Association agrees to accept Unit Week No. 53 as defined in this Declaration."

X. Paragraph (1)(q) is created as follows:

"'Developer' means Northland Investment Corporation, a Wisconsin corporation, its successors and assigns. The terms 'declarant' and 'Developer', as used herein, and for purposes of this Declaration and Amendment thereto, and all Exhibits attached hereto, shall be considered to be synonymous."

Paragraph (19) which reads:

"(19) Administration and Operation of the Property. The governing body for all of the Unit Owners for the administration and operation of the property, as provided in the Act and in the Declaration and in the By-Laws shall be the Board of Managers who shall be elected in the manner provided in the By-Laws. The Board of Managers, if and when authorized by a majority of the Unit Owners, shall cause to be incorporated a not-for-profit corporation as provided by the Act. Such corporation (hereinafter referred to as "Association") shall be the governing body for all of the Unit Owners for the administration and operation of the property as provided in the Act and in this Declaration and in the By-Laws. The Board of Directors of such Association shall constitute the Board of Managers provided for in the Act, and all rights, titles, powers, privileges and obligations vested in or imposed upon the Board of Managers in the Act and in this Declaration and in the By-Laws shall be held or performed by the

Association or by the duly elected members of the Board of Directors thereof and their successors in office."

be amended to read as follows:

"(19) Administration and Operation of the Property. The governing body for all of the Unit Owners for the administration and operation of the property, as provided in the Act and in the Declaration and in the By-Laws shall be the Board of Managers who shall be elected in the manner provided in the By-Laws. The Board of Managers, if and when authorized by a majority of the Unit Owners, shall cause to be incorporated a not-for-profit corporation as provided by the Act. Such corporation (hereinafter referred to as "Association") shall be the governing body for all of the Unit Owners for the administration and operation of the property as provided in the Act and in this Declaration and in the By-Laws. The Board of Directors of such Association shall constitute the Board of Managers provided for in the Act, and all rights, titles, powers, privileges and obligations vested in or imposed upon the Board of Managers in the Act and in this Declaration and in the By-Laws shall be held or performed by the Association or by the duly elected members of the Board of Directors thereof and their successors in office. Prior to the commencement of the Association of Unit Owners, the Declarant shall act on their behalf in conformity with the Act and in this Declaration and in the By-Laws. The remaining paragraphs of paragraph (19) shall remain the same in all its entirety."

IN WITNESS WHEREOF, Declarant has caused these Amendments to be signed in its name by its attorney-in-fact, Carl R. Fenwick. Declarant does hereby certify that the above and foregoing Amendments have been consented to in writing on September 22, 1980, by more than seventy-five (75%) percent of the owners of the Condominium.

NORTHLAND INVESTMENT CORPORATION

/s/ Carl R. Fenwick (SEAL)

By: Carl R. Fenwick

Attorney-in-Fact

STATE OF WISCONSIN:

: SS

BROWN COUNTY

Personally came before me this 20th day of November, 1980, the above-named Carl R. Fenwick, attorney-in-fact for Northland Investment Corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

/s/ Stephanie A.Danz Stephanie A. Danz, Notary Public, State of Wisconsin My commission expires 10/11/81.

This instrument was drafted by Attorney Carl R. Fenwick.

SECOND AMENDMENT TO

CONDOMINIUM DECLARATION OF LAKE FOREST HOMES CONDOMINIUM, NOW KNOWN AS LAKE FOREST RESORT & CLUB, A CONDOMINIUM

THIS IS TO CERTIFY that on September 22, 1980, the following amendment to the Condominium Declaration of Lake Forest Homes, which is recorded in Volume 360 of Records at Page 497 as Document No. 188548, Vilas County, Records, was adopted and approved by more than seventy-five (75%) percent of the unit owners of said condominium, to-wit:

"Paragraph (17.5) of said Declaration is created as follows:

(17.5) Pursuant to Section 703.026 of the Condominium Ownership Act, Developer hereby reserves the right, for a period not to exceed ten (10) years from the date of the original filing of the Declaration, to expand the Condominium by subjecting either or both of the following described parcels of real estate to this Condominium Declaration, to-wit:

- A. <u>Expansion Phase I</u>: Being particularly described in Exhibit "AA", attached hereto and made a part hereof.
- B. <u>Expansion Phase II</u>: Being particularly described in Exhibit "BB", attached hereto and made a part hereof.

In the event that Expansion Phase I above, but not Expansion Phase II, is added to and subjected to this Declaration, the maximum number of units which may be added to the Condominium by virtue of such additions shall be eight (8).

In the event that Expansion Phase II above, but not Expansion Phase I, is added to and subjected to this Declaration, the maximum number of Units which may be added to the Condominium by virtue of such addition shall be eight (8).

In the event that both Expansion Phase I and Expansion Phase II, above are added to and subjected to this Declaration, the maximum number of units which may be added to the Condominium by virtue of addition shall be sixteen (16).

In the event that either or both of the said Expansion Phase I and Expansion Phase II, are added, the voting rights of all units within the Condominium shall be governed by Paragraph 9 of the Declaration.

The boundaries of Expansion Phase I and Expansion Phase II, above, and the units and common elements to be located thereon, are shown on Exhibit "CC", attached hereto and made a part hereof. The common elements will include tennis courts, recreation building, children's play area, parking area, landscaping, lighting, and other improvements to preserve the esthetic characteristics of the Condominium. Private access roads may result as a result of abandonment of existing public road which traverses the area.

As the Condominium is expanded to encompass said parcels, it is hereby provided that as each Expansion Phase is added and an Amendment to this Declaration is recorded to reflect such expansion, the percentage of interest in and to the common elements and common surplus, and the responsibilities for common expense appurtenant to each unit within this Condominium shall be governed by Exhibit D, to this Declaration, as amended. By way of example, and only for such purpose, if a unit located upon the property has under the terms of this Declaration a one-eighth (1/8) interest in and to the common elements and common surplus, and is responsible for one-eighth (1/8) of the common expenses of the Condominium,

and if Expansion Phase I, above described, is submitted to this Declaration and contains eight (8) units, then the adjustment to the interest of said unit would be a one-sixteenth (1/16) interest in and to the common elements and common surplus, and the responsibility for one sixteenth (1/16) of the common expenses of the Condominium.

In the event that Developer elects to expand the Condominium, as contemplated herein, the Developer shall record an Amendment to this Declaration which amendment shall show the new percentage interest to the unit owners, and the votes which each unit owner may cast in the Condominium as expanded. In addition, Developer shall record an Amendment to the original Condominium plat, which Amendment shall include detail and information concerning the property added as if the said added property had been a part of the original Condominium. Upon the recording of an Amendment to the Declaration and the plat pursuant to this Article and the Condominium Ownership Act, each unit owner, by operation of law, has the percentage interests in the common elements, liabilities in the common expenses, right to common surpluses, and shall have the number of votes, set forth in such Amendment to the Declaration. Following any expansion of the Condominium as contemplated herein, the interest of any mortgagee shall attach, by operation of law, to the new percentage interest in the common elements appurtenant to the unit or Unit Weeks on which it has a lien.

Any and all units which may be added by virtue of the submission of either Expansion Phase I or Expansion Phase II, or both, to this Declaration must be of substantially the same type, character, style, quality and unit size as those situated on the property which is initially submitted to Condominium Ownership by this Declaration and as described in "Exhibit A" of the Declaration.

Upon the submission of Expansion Phase I or Expansion Phase II, or both, above described, to this Declaration, the Developer shall furnish a copy of the Amendment accomplishing said Expansion to all prior unit owners and their mortgagees. An affidavit attesting that such copies have been furnished shall be attached to and recorded with the Amendment to the Declaration submitting said parcels to this Declaration.

Developer reserves the right under the provisions of this paragraph to make changes in the legal descriptions of the property be added, and which changes may be required and/or necessitated by the ordinances of Vilas County, Wisconsin, it being specifically understood that any and all Amendments to Condominium Documents recorded in Vilas County, Wisconsin, must be approved by the County Board of said county prior to recording."

IN WITNESS WHEREOF, the Declarant has caused these Amendments to be signed in its name by its attorney-in-fact, Carl R. Fenwick. Declarant does hereby certify that the above and foregoing Amendment has been consented to in writing on September 22, 1980, by more than seventy-five (75%) percent of the owners of the Condominium.

NORTHLAND INVESTMENT

CORPORATION

/s/ Carl R. Fenwick
By: Carl R. Fenwick
Attorney in Fact

STATE OF WISCONSIN:

: ss

BROWN COUNTY

Personally came before me this 2nd day of June 1981, the above-named Carl R. Fenwick, attorney in fact for Northland Investment Corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

/s/ Stephanie A.Danz
Stephanie A. Danz,
Notary Public, State of Wisconsin.
My commission expires 10/11/81.

This instrument was drafted by Attorney Carl R. Fenwick.

EXPANSION PHASE I

A parcel of land in the NE 1/4 of the NW 1/4, and in Government Lot 3, Section 25, T40N, R10E, Washington Township, Vilas County, Wisconsin, more particularly described as follows:

Commencing at the 1/4 corner common to sections 24 and 25, marked by a concrete monument; thence S22° 42'46"W, 1247.09 feet to an iron pipe; thence S52° 27'17"E, 93.40 feet to an iron pipe; thence S30° 33'47"E, 225.28 feet to an iron pipe; thence continuing S30° 33'47"E, 20 feet (more or less) to the place of beginning on the northerly shore of Voyageur Lake.

Thence N30° 33'47"W, 20 feet (more or less) to an iron pipe; thence continuing N30° 33'47"W, 225.28 feet to an iron pipe; thence N52° 27'17"W, 93.40 feet to an iron pipe on the southeasterly right of way line of Golf View Lane; thence along said right of way line S36° 22'00"W, 142.94 feet to an iron pipe and S42° 46'30"W, 110.07 feet to an iron pipe; thence leaving said right of way line N54° 40'W, 110 feet (more or less); thence N35° 20'E, 590 feet (more or less); thence S78° E, 155 feet (more or less); thence S31° 10'E, 705 feet (more or less) to a point on the northerly shore of Voyageur Lake; thence southwesterly, northwesterly, and westerly to the place of beginning.

Said parcel of land contains 6 acres (more or less).

Excepting therefrom that portion which lies within the town road right of way.

Subject to any easements, restrictions, or rights of way of record or of use, and to a perpetual easement for public utilities.

DEVELOPER RESERVES THE RIGHT TO MAKE CHANGES IN THE ABOVE LEGAL DES-CRIPTION AND WHICH CHANGES MAY BE REQUIRED AND/OR NECESSITATED BY THE VILAS COUNTY ORDINANCES AND RULINGS OF THE VILAS COUNTY, WISCONSIN, ZONING BOARD.

THIS EXPANSION PHASE IS CONTINGENT UPON THE ABANDONMENT OF THE AFORE-DESCRIBED TOWN ROAD BY VILAS COUNTY, WISCONSIN.

EXHIBIT AA

EXPANSION PHASE II

A parcel of land in Government Lot 3, section 25, T40N, R10E, Washington Township, Vilas County, Wisconsin, more particularly described as follows:

Commencing at the 1/4 corner common to Section 24 and 25, marked by a concrete monument; thence S22° 42'46"W, 1247.09 feet to an iron pipe on the southeasterly right of way line of Golf View Lane; thence along said right of way line S36° 22'00"W, 142.94 feet to an iron pipe and S42° 46'30"W, 110.07 feet to an iron pipe; thence leaving said right of way line S29° 22'30"E, 143.35 feet to an iron pipe; thence continuing S29° 22'30"E, 20 feet (more or less) to the place of beginning on the northerly shore of Voyageur Lake.

Thence N29° 22'30"W, 20 feet (more or less) to an iron pipe; thence continuing N29° 22'30"W, 143.35 feet to an iron pipe on the southeasterly right of way line of Golf View Lane; thence N54° 40'W, 110 feet (more or less); thence S35° 20'W, 285 feet (more or less); thence S40° 11'E, 290 feet (more or less) to a point on the northerly shore of Voyageur Lake; thence northerly, northeasterly, and southeasterly 310 feet (more or less) along said shore to the place of beginning.

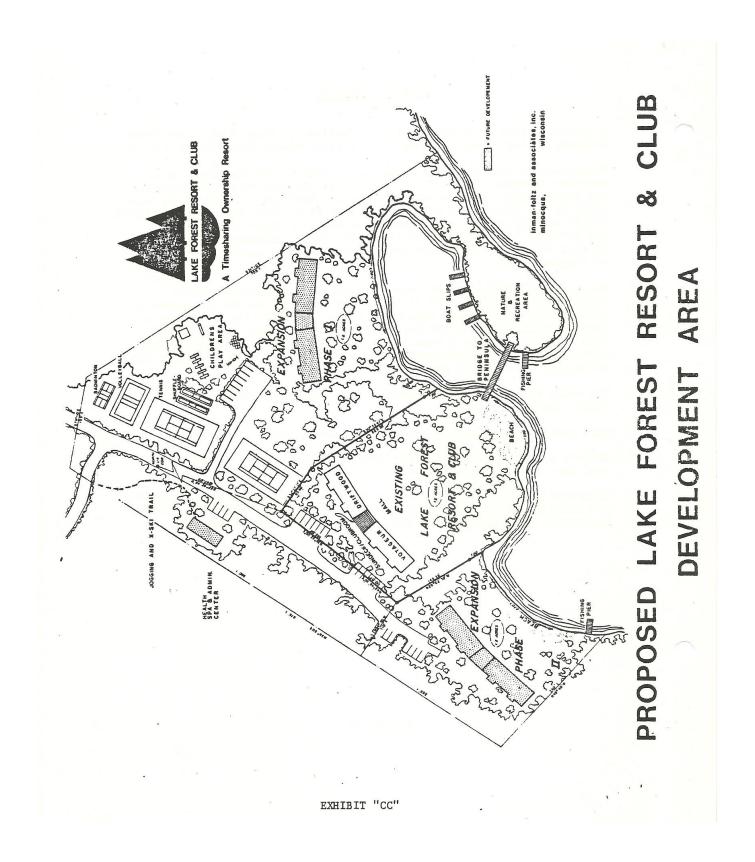
The above lateral lot lines extend to the lake including all riparian rights thereto.

Said parcel of land contains 1.7 acres (more or less).

Subject to any easements, restrictions, or rights of way of record or of use, and to a perpetual easement for public utilities.

DEVELOPER RESERVES THE RIGHT TO MAKE CHANGES IN THE ABOVE LEGAL DESCRIPTION AND WHICH CHANGES MAY BE REQUIRED AND/OR NECESSITATED BY THE VILAS COUNTY ORDINANCES AND RULINGS OF THE VILAS COUNTY, WISCONSIN, ZONING BOARD.

EXHIBIT BB



THIRD AMENDMENT TO CONDOMINIUM DECLARATION OF LAKE FOREST HOMES CONDOMINIUM, NOW KNOWN AS LAKE FOREST RESORT & CLUB, A CONDOMINIUM as recorded in Vol. 360 Records, Page 497.

WHEREAS, the Declaration of Lake Forest Resort & Club, a condominium, all as recorded in the office of the Register of Deeds for Vilas County, Wisconsin, provides that said Condominium may be expanded; and WHEREAS, the Declarants, Northland Investment Corporation and Lake Forest Phase II Equity Partners, a Wisconsin Limited Partnership, are now desirous of expanding said Condominium; NOW THEN.

The Declaration of Condominium of Lake Forest Homes Condominium, now known as Lake Forest Resort & Club, as amended, and all as recorded in the office of the Register of Deeds for Vilas County, Wisconsin, is hereby amended to read as follows:

1. The Developers, as aforesaid, pursuant to Section 703.26 (3) of the Wisconsin Statutes (1977), do hereby intend, and do hereby elect, to expand said Condominium by subjecting the following parcel of property to Condominium Ownership, to-wit:

A parcel of land in the NE 1/4 of the NW 1/4, and Gov't. Lot 3, Section 25, T40N, R10E, Washington Township, Vilas County, Wis-consin, more particularly described as follows:

Commencing at the 1/4 corner common to Sections 24 and 25, marked by a concrete monument; thence S22° 42'46"W, 1247.09 feet to an iron pipe on the southeasterly right of way line of Golf View Lane; thence S52° 27'17"E, 93.40 feet to an iron pipe; thence S30° 33'47"E, 225.28 feet to an iron pipe; thence continuing S30° 33'47"E, 20 feet (more or less) to the place of beginning on the northerly shore of Voyageur Lake.

Thence N30° 33'47"W, 20 feet (more or less) to an iron pipe; thence continuing N30° 33'47"W, 225.28 feet to an iron pipe; thence N52° 27' 17"W, 93.40 feet to an iron pipe on the southeasterly right of way line of Golf View Lane; thence along said right of way line S36° 22' 00"W, 142.94 feet to an iron pipe and S42° 46'30"W, 110.07 feet to an iron pipe; thence leaving said right of way line N54° 40'00"W, 110.00 feet; thence N35° 20'00"E, 590.00 feet to an iron pipe; thence N56° 47'10"E, 163.20 feet to an iron pipe on the westerly right of way line of Alder Lane; thence along said right of way line S12° 22'40"E, 135.31 feet; S3° 20'11"E, 171.76 feet to an iron pipe; S34° 23'26"E, 98.41 feet to an iron pipe; S53° 15'02"E, 181.37 feet to an iron pipe and S88° 03'00"E, 177.70 feet to an iron pipe on the easterly line of said NE 1/4 of the NW 1/4; thence S7° 44'30"E, 40.54 feet along said east line to the southeast corner of said NE 1/4 of the NW 1/4, marked by an iron pipe; thence continuing S7° 44'30"E, 135.50 feet along the east line of said Gov't. Lot 3 to the meander corner marked by an iron pipe; thence continuing S7° 44'40"E, 10 feet (more or less) to the northerly shore of Voyageur Lake; thence southwesterly, northwesterly, northeasterly and westerly along the lake to the place of beginning.

The above lateral lot lines extend to the lake, including all riparian rights thereto.

Subject to any easements, restrictions, or rights of way of record or of use, and to a perpetual easement for public utilities.

- 2. That the number of units to be added by virtue of said expansion shall be eight (8), and such units shall be substantially the same type, character, style, quality and unit size as those situated on the property which was initially submitted to Condominium Ownership by this Declaration and as described in "Exhibit A" of the Declaration.
- 3. The percentage of interest of the unit owners in and to the common elements and common surplus and the responsibilities for common expenses appurtenant to each unit within the Condominium shall be governed by Exhibit D to the original Declaration of Condominium, as amended.

- 4. The voting rights of all units within the Condominium, after the recording of these amendments, shall be governed by paragraph 9 of the Declaration.
- 5. The common elements to be added to the Condominium by virtue of this expansion are as follows: tennis courts, recreation building, children's play area, parking areas, landscaping, lighting, and other improvements to preserve the esthetic characteristics of the Condominium.
- 6. That an amendment to the original Condominium Plat, as the same is recorded in the office of the Register of Deeds for Vilas County, Wisconsin has been recorded simultaneous to this Amendment.

NORTHLAND INVESTMENT

CORPORATION

/s/ Carl R. Fenwick (SEAL)

By: Carl R. Fenwick

Attorney in Fact

STATE OF WISCONSIN:

: ss

BROWN COUNTY

Personally came before me this 2nd day of June 1981, the above-named Carl R. Fenwick, attorney in fact for Northland Investment Corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

/s/ Stephanie A.Danz Stephanie A. Danz, Notary Public, State of Wisconsin. My commission expires 10/11/81.

VIRGINIA PROPERTIES, INC. Managing General Partner of Lake Forest Phase II Equity Partners, a Wisconsin Limited Partnership

/s/ Richard H. Rousseau (SEAL)

By: Richard H. Rousseau

Executive Vice President

STATE OF WISCONSIN:

: ss

WAUKESHA COUNTY:

Personally came before me this <u>3rd</u> day of June, 1981, the above-named Richard H. Rousseau, executive vice president for Virginia Properties, Inc., Managing General Partner of Lake Forest Phase II Equity Partners, a Wisconsin Limited Partnership, to me known to be the person who executed the foregoing instrument and acknowledged the same.

/s/ Robert A. Neuser (SEAL)
Robert A. Neuser
Notary Public, State of Wisconsin.
My commission expires: 9/2/84

This instrument was drafted by Attorney Carl R. Fenwick.

FOURTH AMENDMENT TO CONDOMINIUM DECLARATION OF LAKE FOREST HOMES CONDOMINIUM, Now Known As LAKE FOREST RESORT & CLUB A Condominium

WHEREAS, the Declaration of Lake Forest Resort & Club, a condominium, all as recorded in Volume 360 of Micro Records, page 497, as Document No. 188548, in the Register of Deeds office for Vilas County, Wisconsin, provides that said Condominium may be expanded; and

WHEREAS, the Declarants, Northland Investment Corporation, and Lake Forest Phase II Equity Partners, a Wisconsin limited partnership, are now desirous of expanding said Condominium:

NOW THEN, the Declaration of Condominium of Lake Forest Homes Condominium, now known as Lake Forest Resort & Club, as amended, and all as recorded in the office of the Register of Deeds for Vilas County, Wisconsin, is hereby amended to read as follows:

- 1. The Developers, as aforesaid, pursuant to S703.26 (3) of the Wisconsin Statutes (1977), do hereby intend, and do hereby elect, to expand said Condominium by subjecting the following parcel of property to condominium ownership, to-wit: See Attached Description.
- 2. That the number of units to be added by virtue of said expansion shall be eight (8), and such units shall be substantially the same type, character, style, quality and unit size as those situated on the property which was initially submitted to condominium ownership by this Declaration and as described in "Exhibit A" of the Declaration.
- 3. That the percentage of interest of the unit owners in and to the common elements and common surplus and the responsibilities for common expenses appurtenant to each unit within the condominium shall be governed by "Exhibit D" to the original Declaration of Condominium, as amended.
- 4. The voting rights of all units within the condominium, after the recording of these Amendments, shall be governed by paragraph 9 of the Declaration.
- 5. The common elements to be added to the condominium by virtue of expansion are as follows: landscaping, lighting, and other improvements to preserve the esthetic characteristics of the condominium.
- 6. The limited common elements to be added to the condominium by virtue of expansion are as follows: sundeck and club room adjoining the two (2) four unit buildings to be added hereunder, and parking areas.
- 7. That an amendment to the original Condominium Plat, as the same is recorded in the office of the Register of Deeds for Vilas County, Wisconsin, has been recorded simultaneous to this Amendment.

NORTHLAND INVESTMENT CORPORATION

/s/ Carl R. Fenwick
By: Carl R. Fenwick
Attorney-in-Fact

STATE OF WISCONSIN:

: ss

BROWN COUNTY :

Personally came before me this <u>27th</u> day of July, 1982, the above-named Carl R. Fenwick, attorney-infact for Northland Investment Corporation, to be known to be the person who executed the foregoing instrument and acknowledged the same.

/s/ Stephanie A. McConnell
Stephanie A. McConnell
Notary Public, State of Wisconsin
My commission expires 10/6/85

VIRGINIA PROPERTIES, INC.
Managing General Partner of
Lake Forest Phase II Equity Partners,
a Wisconsin limited partnership

/s/ Richard H. Rousseau
By: Richard H. Rousseau
Executive Vice President

STATE OF WISCONSIN:

: ss

WAUKESHA COUNTY:

Personally came before me this <u>2nd</u> day of <u>August</u>, 1982, the above-named Richard H. Rousseau, Executive Vice President of Virginia Properties, Inc., managing general partner of Lake Forest Phase II Equity Partners, a Wisconsin limited partnership, to me known to be the person who executed the foregoing instrument and acknowledged the same.

/s/ Linda Szymczak
Notary Public, State of Wisconsin
My commission expires 3/31/85

This instrument was drafted by Attorney Carl R. Fenwick 801 East Walnut Street Post Office Box 1126 Green Bay, Wisconsin 54305 Fourth Amendment Attachment, Paragraph 1, continued

Inman Foltz and Associates, Inc. Architects Engineers Surveyors Minocqua, Wisconsin 54548 (715) 356-9485

January 25, 1982

LEGAL DESCRIPTION - EXPANSION PHASE 2 (REVISED):

A parcel of land in Government Lot 3, Section 25, T40N, R10E, Washington Township, Vilas County, Wisconsin, more particularly described as follows:

Commencing at the 1/4 corner common to Sections 24 and 25, marked by a concrete monument; thence S22° 42'46"W, 1247.09 feet to an iron pipe; thence S36° 22'00"W, 142.94 feet to an iron pipe; thence S42° 46'30"W, 110.07 feet to an iron pipe; thence S29° 22'30"E, 143.35 feet to an iron pipe; thence continuing S29° 22'30"E, 20 feet (more or less) to the place of beginning on the northerly shore of Voyageur Lake.

Thence N29° 22'30"W, 20 feet (more or less) to an iron pipe; thence continuing N29° 22'30"W, 143.35 feet to an iron pipe; thence N54° 40'W, 110.00 feet to an iron pipe; thence S35° 20'W, 163.75 feet to an iron pipe; thence S11° 20'02"W, 149.97 feet to an iron pipe; thence S40° 11'E, 213.00 feet to an iron pipe; thence continuing S40° 11'E, 20 feet (more or less) to a point on the northerly shore of Voyageur Lake; thence northerly, northeasterly, and southeasterly, 320 feet (more or less) along said shore to the place of beginning.

The above lateral lot lines extend to the lake, including all riparian rights thereto.

Said parcel of land contains 1.6 acres (more or less).

Subject to any easements, restrictions, or rights of way of record or of use, and to a perpetual easement for public utilities.

/s/ Gerald B. Inman Gerald B. Inman Registered Land Surveyor S-891

FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR LAKE FOREST RESORT & CLUB, A CONDOMINIUM

THIS FIFTH AMENDMENT ("Amendment") is certified and acknowledged this 14th day of August, 2009, by Thomas R. Snider, President, and Kristella Strnad, Secretary, of Lake Forest Resort & Club Condominium Association.

RECITALS

- A. The original Declaration of Condominium for what is now known as Lake Forest Resort & Club Condominium, was recorded with the Vilas County Register of Deeds in Volume 360, page 497, as Document No. 188548. Said Declaration has been amended by a First Amendment to Declaration recorded as Document No. 200719, by a Second Amendment to Declaration, recorded as Document No. 203392, by a Third Amendment to Declaration recorded as Document No. 203393, and by a Fourth Amendment to Declaration recorded as Document No. 209940, all of which amendments have been recorded in the Office of the Vilas County Register of Deeds as the above referenced document numbers. Said Declaration as modified by the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment, is referred to herein as the "Declaration." Lake Forest Resort & Club, a Condominium, is referred to herein as the "Condominium."
- B. The Unit Owners of the Condominium desire to amend the Condominium pursuant to the terms of this Amendment.
- C. The President and Secretary of Lake Forest Resort & Club Condominium Association, do hereby state and certify, that the required consents and approvals for this Amendment of the Condominium were received, and that there are not any first mortgagees or holders of equivalent security interests of record for the Units owned by the consenting Unit Owners.

NOW, THEREFORE, the Declaration for the Condominium, as amended, is hereby amended as follows:

- 1. Street Address. The street address for the Condominium is 1531 Golf View Road, Eagle River, WI 54521.
- 2. First Addendum to Condominium Plat and Amendment of Metes and Bounds Legal Description. Declarant had developed the Condominium in separate phases as an expanded condominium. The Condominium Plat and exterior boundary metes and bounds legal description for the Condominium property, is being amended to reflect the entire Condominium property on one plat and to describe a metes and bounds legal description for the perimeter of the Condominium property. The Condominium Plat is hereby amended and replaced with the plat designated as First Addendum to Lake Forest Resort & Club, a Condominium. This First Addendum is attached hereto and incorporated herein. The metes and bounds legal description for the Condominium is set forth and described on the attached First Addendum. This Fifth Amendment to Declaration does not add any additional area to the Condominium and is intended to more clearly describe the existing Condominium. The First Addendum to the Condominium Plat is being recorded contemporaneously with the recording of this Fifth Amendment to the Declaration.
- **3. Buildings and Units**. The original Declaration was recorded prior to the time that all buildings and units were completed. For clarification purposes, there are now three buildings which contain dwelling units located on the Condominium property. There are eight units per building, for a total of twenty-four units. There are not any crawl spaces or basements under the buildings.

- 4. Paragraph (18) (e) of the Declaration which currently reads:
- (e) Should it be necessary that the property be rebuilt, repaired, restored, or sold in the event of damage or destruction of all or part of the Condominium property, such decision can only be made by an affirmative vote of 90% of all Unit Owners.

shall be amended to read as follows:

- (e) Should it be necessary that the property be rebuilt, repaired, restored, demolished, or sold in the event of damage, destruction, or deterioration of all or part of the Condominium property, such decision can only be made by an affirmative vote of 90% of all Unit Owners.
- 5. Requirements for Amending Declaration. The Declaration does not contain any specific provisions relating to amending the Declaration and therefore Wisconsin Statutes would govern its amendment. Wisconsin Statute § 703.09(2) currently requires at least two-thirds of the aggregate votes of all Unit Owners to amend a Declaration of Condominium. State statutes changed the percentage of votes required to amend a Declaration of Condominium from a 75% vote requirement to a two-thirds vote requirement in 1986. Wis. Stat. § 703.38(9) provides that the change from a 75% vote requirement to at least a two-thirds vote requirement for amending a Condominium Declaration did not apply to condominiums created prior to April 22, 1986, unless the Condominium Declaration is amended to so provide. The percentage of votes required to amend the Condominium's bylaws is 67%. For the purpose of future amendments to Declaration, the following Amendment is hereby made and adopted as paragraph (23) of the Declaration:
 - (23) <u>Amendment</u>. Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least 67% of the total voting interest held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee or holder of equivalent security interest for said Unit. Copies of any such amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of any such amendment shall be recorded with the Register of Deeds for Vilas County.

CERTIFICATION

IN WITNESS WHEREOF, the undersigned, certify that the requisite consents and approvals for this Amendment to Declaration of Condominium have been received and have executed this document as of the date first shown above.

Lake Forest Resort & Club Condominium Association

/s/ Thomas R. Snider

By: Thomas R. Snider President

/s/ Kristella Strnad

By: Kristella Strnad Secretary

ACKNOWLEDGMENT

STATE OF Wisconsin)

County of Winnebago)

) ss.

Personally came before me this <u>3rd</u> day of August, 2009, the above named Thomas R. Snider, to me known to be the person who executed the foregoing instrument and acknowledged the same.

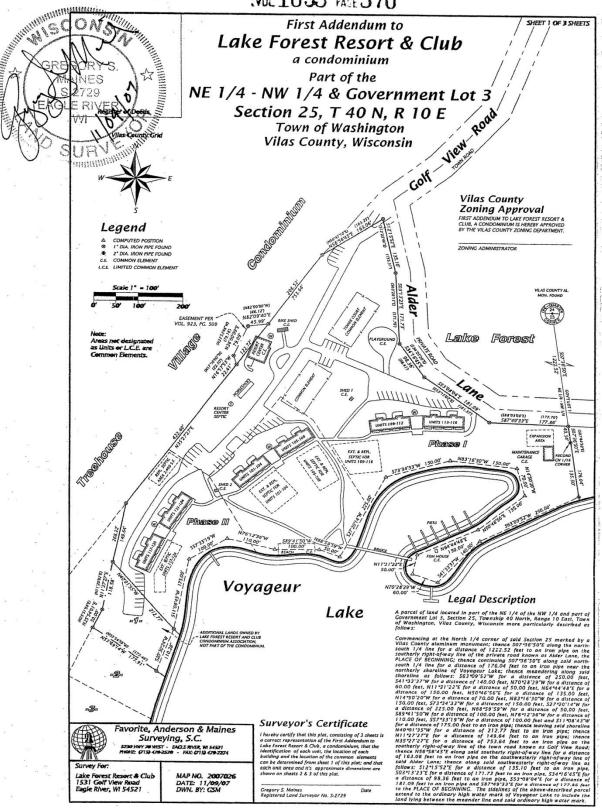
/s/ Yvonne M. Zobel
Yvonne M. Zobel
Notary Public, State of Wisconsin
My commission expires: 12-30-2012

STATE OF Wisconsin)
) ss.
COUNTY OF Milwaukee)

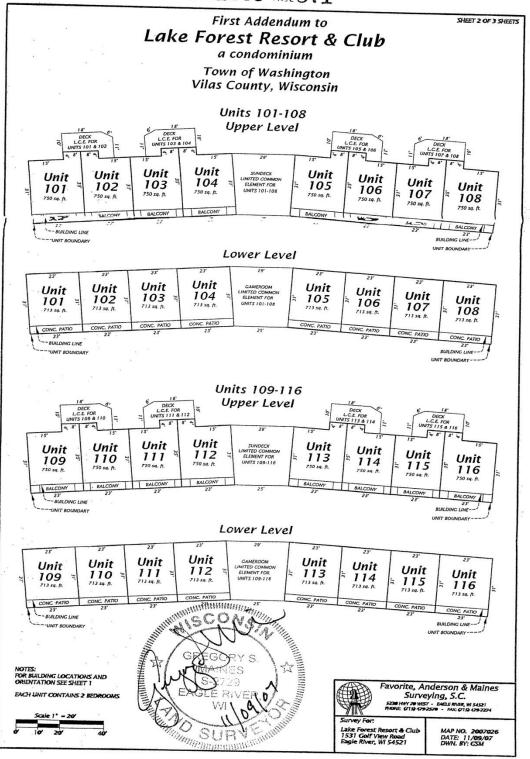
Personally came before me this <u>14th</u> day of August, 2009, the above named Kristella Strnad, to me known to be the person who executed the foregoing instrument and acknowledged the same.

/s/ (signature on file)
Notary Public, State of Wisconsin
My commission expires: December 05, 2010

Drafted by: Attorney Dennis M. Burgy State Bar No. 1014579 EVOL 1653 PAGE 370

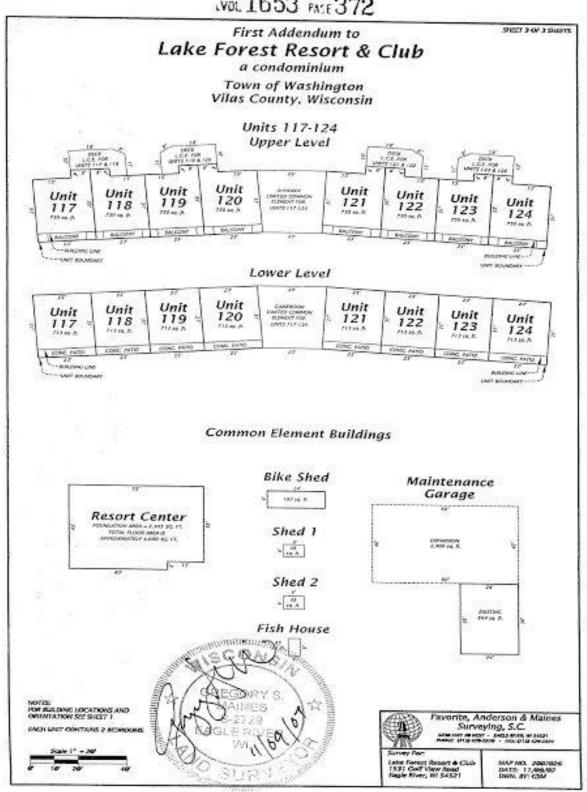


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479724

AMENDMENT TO DECLARATION OF CONDOMINIUM

Document Number

Please see attached.

Document Title

Doc # 565230

Recorded

September 25, 2019 11:00 AM

Christin Walker

Christine Walker, Register of Deeds Vilas County, WI Total Pages: 4 Fee Amount: \$30.00

Recording Area

Name and Return Address Lake Forest Resort and Club 1531 Golf View Road Eagle River, WI 54521

26-664

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT - DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR LAKE FOREST RESORT & CLUB. A CONDOMINIUM

THIS SIXTH AMENDMENT ("Amendment") is certified and acknowledged this 20th day of September, 2019 by Dan Krueger, President, and Tim Mikel, Vice President, of Lake Forest Resort & Club Condominium Association.

RECITALS

- A. The original Declaration of Condominium for what is now known as Lake Forest Resort & Club Condominium, was recorded with the Vilas County Register of Deeds in Volume 360, page 497, as Document No. 188548. Said Declaration has been amended by a First Amendment to Declaration recorded as Document No. 200719, by a Second Amendment to Declaration recorded as Document No. 203392, by a Third Amendment to Declaration recorded as Document No. 203393, by a Fourth Amendment to Declaration recorded as Document No. 209940, and by a Fifth Amendment to Declaration recorded as Document No. 479724, of which amendments have been recorded in the Office of the Vilas County Register of Deeds as the above referenced document numbers. Said Declaration as modified by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment is referred to herein as the "Declaration." Lake Forest Resort & Club, a Condominium, is referred to herein as the "Condominium."
- B. The Unit Owners of the Condominium desire to amend the Condominium Declaration pursuant to the terms of this Amendment.
- C. The President and Vice President of Lake Forest Resort & Club Condominium Association, do hereby state and certify that the required consents and approvals for this Amendment of the Condominium were received, and that there are not any first mortgagees or holders of equivalent security interests of record for the Units owned by the consenting Unit Owners.

NOW, THEREFORE, the Declaration for the Condominium, as amended, is hereby amended as follows:

Paragraph (22) (e) of said Declaration which currently reads:

If any of the options, privileges, covenants, or rights created by this Declaration would otherwise violate (1) the rule against perpetuities or some analogous statutory provision or (ii) if any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after

the death of the survivor of the now living lawful descendants of the incumbent President of the United States.

shall be stricken in its entirety.

Paragraph (22) (f) is created as follows:

Requirements to Allow for a Repurposing Vote. A repurposing vote could be called for if 770 Unit-Week owners or fewer are current in the current year's maintenance fees. A repurposing vote shall be allowed every year where the condition of 770 or fewer "paid up" Unit-Week Owners has been met. A determination of this number would be based on the original 1154 Unit-Weeks reduced by both the number of Association owned weeks and the total of Unit-Week Owners with suspended voting rights as defined by the Declaration and Bylaws. The proposal for determining whether this "trigger point" has been met would be made at the beginning of the fourth calendar quarter or within thirty (30) days following the start of the fourth calendar quarter. The decision to pursue a repurposing of the resort could only be made if fifty-five percent (55%) of eligible Unit-Week Owners vote in favor of repurposing. Eligible unit weeks are determined by the Declaration of Condominium and Bylaws to include the 1154 unit weeks in the association less the association owned unit weeks and prohibited unit weeks (Article II, Section 10 of Bylaws). Eligible voters are determined by Article II, Section 7 of Bylaws.

CERTIFICATION

IN WITNESS WHEREOF, the undersigned, certify that the requisite consents and approvals for this Amendment to Declaration of Condominium have been received and have executed this document as of the date first shown above.

> Lake Forest Resort & Club **Condominium Association**

By: Tim Mikel, Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN) ss.)

COUNTY OF VILAS

Personally came before me this 20th day of September, 2019, the above named Daniel Krueger, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My commission is permanent.

Drafted by: **Attorney Denise Harris** State Bar No. 1035854 Amendment to Declaration of Condominium

Document Number

Please see attached.

Doc # 603951 Recorded 09-22-2023 at 1:40 PM

Shary Einman

SHERRY BIERMAN, REGISTER OF DEEDS Vilas County, WI Pages: 5 Fee Amount: \$30.00

Recording Area

Name and Return Address

LAKE FOREST RESORT 1531 GOLF VIEW ROAD EAGLE RIVER, WI 54521

26-664

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT - DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

document. WRDA Rev. 12/22/2010

SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR LAKE FOREST RESORT & CLUB, A CONDOMINIUM

This SEVENTH AMENDMENT ("Amendment") is certified and acknowledged on <u>September 14</u>, 202<u>2</u> by Dan Krueger, President, and Laurie McWard, Vice President, of Lake Forest Resort & Club Condominium Association.

RECITALS

- A. The original Declaration of Condominium for what is now known as Lake Forest Resort & Club Condominium was recorded with the Register of Deeds for Vilas County in Vol. 360, page 497, as Document No. 188548. Said Declaration has previously been amended six times: by a First Amendment to Declaration recorded as Document No. 200719, by a Second Amendment to Declaration recorded as Document No. 203392, by a Third Amendment to Declaration recorded as Document No. 203393, by a Fourth Amendment to Declaration recorded as Document No. 209940, by a Fifth Amendment to Declaration recorded as Document No. 479724, and by a Sixth Amendment to Declaration recorded as Document No. 565230, each of which have been recorded with the Register of Deeds for Vilas County. Said Declaration as modified by the previous six amendments is herein referred to as the "Declaration." Lake Forest Resort & Club, a Condominium, is herein referred to as the "Condominium."
- B. The Unit Owners of the Condominium desire to amend the Condominium Declaration pursuant to the terms of this Amendment.
- C. The President and Vice President of Lake Forest Resort & Club Condominium Association do hereby state and certify that the required consents and approval for this Amendment were received, and that there are no first mortgagees or holders of equivalent security interests of record for the Units owned by the consenting Unit Owners.

NOW, THEREFORE, the Declaration for the Condominium, as amended is hereby amended as follows:

Section (1) Definitions

Paragraph (o) Unit Week Computation, previously read as follows:

Unit Week Computation: Unit Week No. 1 is seven (7) days commencing on the first Saturday of the calendar year 1978. Unit Week No. 2 is the seven (7) days succeeding. Additional weeks up to and including Unit Week No. 52 are computed in a like manner. Unit Week No. 52 contains the seven (7) days succeeding the end of Unit Week No. 51 without regard to the month or year. Unit Week No. 53 contains any excess days not otherwise assigned. In those years in which there is a full Unit Week No. 53, Unit Week No. 1 shall commence on the Saturday immediately succeeding Unit Week No. 53. Unit Weeks run from 3:00 p.m. on the first Saturday of the period to 10:00 a.m. on the last Saturday of the period. Any and all Deeds, Land Contracts, Mortgages, or other recorded documents affecting title to Unit Weeks already conveyed shall be deemed automatically amended to reflect the change in the renumbering of Unit Weeks pursuant hereto. This definition, as amended, in no manner affects the period of time owned by those to whom Unit Weeks have already been conveyed, the sole purpose of said amendment and the renumbering of Unit Weeks being the conformance of the Condominium calendar to the accepted national calendar of timeshare Ownership.

Section (1) Definitions

Paragraph (o) is hereby amended to read as follows:

Unit Week Computation will vary on a biennial basis for the purpose of staggering check-ins.

Unit Week Computation will be determined beginning with Week 50 of the year 2021 and will continue into the next calendar year through Week 49. Week 50 for Units 101-112 is six (6) days commencing on the second Saturday in December of that year. Unit Week No. 51 is the seven (7) days succeeding. Additional weeks up to and including Unit Week No. 49 are computed in a like manner on the same rotational basis. (Weeks 13-16 are considered maintenance weeks and not used for occupancy.)

Week 50 for Units 113-124 is seven (7) days commencing on the second Saturday in December of that year. Unit Week No. 51 is the six (6) days succeeding. Additional weeks up to and including Unit Week No. 49 are computed in a like manner on the same rotational basis. (Weeks 13-16 are considered maintenance weeks and not used for occupancy.)

As of the following Week 50 within the biennial period, the Unit Week Computation shall shift so that the Unit Week Computation for Units 101-112 is seven (7) days commencing on the second Saturday in December of that year. Unit Week No. 51 is the six (6) days succeeding. Additional weeks up to and including Unit Week No. 49 are computed in a like manner on the same rotational basis. (Weeks 13-16 are considered maintenance weeks and not used for occupancy.)

Week 50 for Units 113-124 is six (6) days commencing on the second Saturday in December of that year. Unit Week No. 51 is the seven (7) days succeeding. Additional weeks up to and including Unit Week No. 49 are computed in a like manner on the same rotational basis. (Weeks 13-16 are considered maintenance weeks and not used for occupancy.)

At the conclusion of the biennial period, the entire computation as set forth above repeats.

CERTIFICATION

IN WITNESS THEREOF, the undersigned, certify that the requisite consents and approvals for this Amendment to Declaration of Condominium have been received and have executed this document as of the date first shown above.

Lake Forest Resort & Club Condominium Association

By: Dan Krueger, President

By: Laurie McWard, Vice President

ACKNOWLEDGEMENT

STATE OF WISCONSIN) COUNTY OF VILAS)
Personally came before me this 15th day of Sept , 202 2, the above-named Dan Krueger and Laurie McWard, to me known to be the persons who executed the foregoing instrument and acknowledged the same.
Description of wisconsin My commission expires: is permanent.

Drafted by: Atty. Benjamin J. Pliskie Red Oak Law LLC SBN: 1037985