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- II. Articles of Incorporation of Lakewood Property Owners Association, Inc.

ARTICLES OF INCORPORATION
OF
LAKEWOOD PROPERTY OWNERS ASSOCIATION, INC.

I, the undersigned, being a natural person over the age of 21 years and acting as incorporator of a nonstock, non-profit corporation under the provisions of the Wisconsin Non-stock Corporation Law, Chapter 181 of the Wisconsin Statutes, do hereby adopt the following as the Articles of Incorporation of such corporation:

ARTICLE I

Name

The name of the Corporation shall be Lakewood Property Owners Association, Inc.

ARTICLE II

Period of Existence

The period of existence of the Corporation shall be perpetual.

ARTICLE III

Purposes

The purposes for which this Corporation is organized are as follows:

(a) To provide for maintenance and preservation of the common areas which are available for the use of the owners of the property in Adams County, Wisconsin described on attached Exhibit A and any additions thereto as may hereafter be brought within the jurisdiction of this Corporation, subject to the terms and conditions of the Declaration of Covenants and Restrictions, as the same may be amended from time to time (the "Declaration") as recorded in the office of the Register of Deeds for Adams County;

(b) To engage in any lawful activity related to the foregoing within the purposes for which a nonstock, non-profit corporation may be organized under the Wisconsin Non-stock Corporation Law, Chapter 181 of the Wisconsin Statutes.

ARTICLE IV

Powers

The Corporation shall have all of the powers enumerated in the Wisconsin Nonstock Corporation Law, to the extent not inconsistent with the Declaration and the By-Laws of the Corporation, including without limitation, the following:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association (being the same entity as the Corporation and this Corporation may hereafter alternatively be referred to by such designation) as set forth in the Declaration.

(b) To exercise exclusive management and control of the common areas described in the Declaration;

(c) To operate, repair, replace, reconstruct, protect and maintain the common areas described in the Declaration;

(d) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(e) To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs and the maintenance and operation of the common areas;

(f) To determine, levy and collect assessments against the Owners (as defined in the Declaration) and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the Corporation and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the common areas;

(g) To purchase liability and casualty insurance on the common areas and insurance for the benefit of the Corporation and its members;

(h) To adopt and amend rules and regulations governing the use and operation of the common areas and individual lots and dwellings thereon;

(i) To enforce by legal means the provisions of the Declaration, the By-Laws of the Corporation and any rules and regulations governing the use and operation of the common areas;

~~(j) To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the Corporation; and~~

(k) To do all things necessary or convenient to effectuate the purposes of the Corporation.

ARTICLE V

Members

There shall be one class of members designated as "Owners". The rights and qualifications of members are set forth in the Declaration and By-Laws of the Corporation.

ARTICLE VI

Principal Office and Registered Agent

The location of the principal office of the Corporation shall be Route 2, Arkdale, Wisconsin, and the initial registered agent shall be Rudy Iglewski. The address of the initial registered agent is c/o Lakewood of Wisconsin, Inc., Route 2, Arkdale, Wisconsin. 54613

ARTICLE VII

Directors

The number of directors of the Corporation shall be fixed in the By-Laws of the Corporation and in no event shall be less than three. The manner in which directors shall be selected, appointed and removed shall be set forth in the By-Laws of the Corporation.

The number of directors constituting the initial Board of Directors shall be three, and the names and addresses of the initial directors are:

Ronald Steiner
1412 Pine Court
Wisconsin Dells, Wisconsin

(i) To enforce by legal means the provisions of the Declaration, the By-Laws of the Corporation and any rules and regulations governing the use and operation of the common areas;

(j) To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the Corporation; and

(k) To do all things necessary or convenient to effectuate the purposes of the Corporation.

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The number of directors constituting the initial Board of Directors shall be three, and the names and addresses of the initial directors are:

Ronald Steiner
1412 Pine Court
Wisconsin Dells, Wisconsin

Rudy Iglewski
Route 2
Arkdale, Wisconsin

J. D. Bergman
~~201 East Ogden Avenue~~
Hinsdale, Illinois

ARTICLE VIII

Incorporator

The name and address of the incorporator of the Corporation are:

Bruce T. Block,
c/o Reinhart, Boerner, Van Deuren,
Norris & Rieselbach, s.c.
1800 Marine Plaza
Milwaukee, WI 53202 271-1190

ARTICLE IX

Nonprofit

The Corporation does not contemplate pecuniary gain or profit to its members, directors or officers. No dividends or pecuniary profits or liquidating dividends or distributions shall be declared or paid by or from the the Corporation to its members, directors or officers. However, the Corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered and may confer benefits upon its members in conformity with its purposes and to the extent not prohibited in these Articles, the Declaration and its By-Laws. The Corporation shall not engage in any activity which directly or indirectly shall constitute the carrying out of propaganda or of otherwise attempting to influence legislation.

ARTICLE X

Dissolution

This Corporation may be dissolved with the assent given in writing and signed by not less than 75% of the members. Upon dissolution, other than incident to a merger or consolidation, the assets of the Corporation shall be dedicated

to an appropriate public agency to be used for purposes similar to those for which the Corporation was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XI

Amendment of these Articles shall require the assent of 75% of the members.

Executed in duplicate this 9th day of April, 1982.

Bruce T. Block
Bruce T. Block, Incorporator

State of Wisconsin)
 : SS
Milwaukee County)

Personally came before me this 9th day of April, 1982, the above-named Bruce T. Block, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, and he acknowledged that he executed the same for the purposes therein contained.

Mary B. Kuziel
(Mary B. Kuziel)
Notary Public, State of Wisconsin
My commission is permanent.
Expires 12/31/85

This instrument was drafted by and should be returned to:

Bruce T. Block, Esq.
1800 Marine Plaza
Milwaukee, Wi 53202

STATE OF WISCONSIN
FILED

APR 14 1982

VEL PHILLIPS
SECRETARY OF STATE

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 20th day of May, 1982, by LAKELAND OF WISCONSIN, INC. hereinafter called "Developer",

W I T N E S S E T H:

WHEREAS, all of the real property in Adams County, Wisconsin described in Exhibit A attached hereto is either currently owned by Developer or has been conveyed by Developer to purchasers (the "Purchasers"); and

WHEREAS, Developer desires to create on said property a planned community with permanent open spaces for the benefit of such community; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values, amenities, environment and opportunities in said community and to this end and in order to insure the best use of the land and most appropriate ecological development and to prevent the erection of poorly designed or constructed improvements, desires to subject said real property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer deems it desirable, to accomplish these objectives, to create an agency to which should be assigned the powers of owning, maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents; and

WHEREAS, Developer has incorporated under the laws of the State of Wisconsin the Lakewood Property Owners Association, Inc. as a nonstock, nonprofit corporation for the purpose of exercising the functions aforesaid;

WHEREAS, each of the Purchasers has consented and agreed in writing to permit Developer to subject such portion of said real property owned by the Purchaser to the scheme of this Declaration and the covenants, restrictions, easements, charges and liens hereafter set forth;

Register's Office } SS
ADAMS COUNTY, WIS.

Received for record the 20 day
of MAY A. D. 1982 at 1:10
o'clock P.M., and recorded in Vol.
302 of Records page 822-3
K. J. ...

NOW, THEREFORE, Developer, on behalf of Developer and the Purchasers, declares that the real property described in Exhibit A is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Definitions

1.1 "Declaration" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire document, as same may from time to time be amended.

1.2 "Association" shall mean and refer to Lakewood Property Owners Association, Inc. its successors and assigns.

1.3 "Developer" shall mean and refer to Lakewood of Wisconsin, Inc. and its assigns, together with any successor to all or substantially all of its business of developing the Properties.

1.4 "The Properties" shall mean and refer to all real property which becomes subject to the Declaration.

1.5 "Common Areas" shall mean and refer to those areas of land and improvements thereto conveyed by Developer to the Association which are intended to be devoted to the common use and enjoyment of the owners of the Properties.

1.6 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision or land division map or any certified survey map of the Properties, with the exception of Common Areas as heretofore defined.

1.7 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot; except that as to any Lot which is the subject of a land contract wherein the purchaser is in possession, the term "Owner" shall refer to such person instead of the vendor.

ARTICLE II

Property Subject to This Declaration
Additions Thereto

2.1 Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Adams County, Wisconsin and is more particularly described on Exhibit A. The term "existing property" as used in this Declaration shall refer to all property which is then subject to the provisions hereof.

2.2 Additions to Existing Property. The Developer, its successors and assigns, shall have the right, but not any obligation, to bring within the scheme of this Declaration additional properties in future stages of development which are a portion of those lands described in Exhibit B or which are continuous (defined as without intervening private land) to the lands described in Exhibit B (the "Expansion Property") by executing and recording with the Register of Deeds for Adams County, Wisconsin one or more amendments to this Declaration with respect to the Expansion Property. Under no circumstances shall this Declaration or any amendment hereto bind the Developer, its successors and assigns, to make any additions.

2.3 Mergers. Upon a merger or consolidation of another association with the Association, its properties, rights and obligations may, as provided in its Articles of Incorporation, by operation of law be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may by operation of law be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Existing Property except as hereinafter provided.

ARTICLE III.

Use Restrictions

3.1 Single Dwelling. No building or structure shall be constructed upon a Lot other than a single family residence and a one or two-car garage, and no Lot shall be used for other than residential purposes.

3.2 Signs. No signs of any kind may be erected on any portion of a Lot or attached to any building or structure on a Lot except such signs as may be erected by the Developer or signs designating a Lot number and/or Lot owner's name.

ARTICLE IV

Membership and Voting Rights

4.1 Members. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation, such as a land contract vendor whose purchaser is in possession. Such membership shall be appurtenant to and may not be separated from ownership of any Lot. Every lessee of a Lot who holds a written lease having an initial term of at least 12 months shall also be a member of the Association.

4.2 Voting Rights. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners of Lots and shall be entitled to one vote for each Lot owned.

(b) Class B. The Class B member shall be the Developer, who shall have one vote. The Class B membership shall cease upon written notice to the Association no later than December 31, 1986.

When more than one person holds interest or interests in any Lot, the vote shall be exercised as they among themselves determine. Any person or entity qualifying as a member of more than one class, may exercise those votes to which he is entitled for each such class of membership.

4.3 Proxies. The Class A and Class B members may give proxies for voting.

ARTICLE V

5.1 Obligations of the Association. The Association, subject to the rights of the Owners set forth in this Declaration, shall adopt and amend rules and regulations governing the use and operation of the Common Area and the Properties and the improvements thereon which are consistent with the covenants and restriction contained herein, and shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto, if any), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

5.2 Members' Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, and every Member shall have a right of enjoyment in the Common Area.

5.3 Extent of Members' Easements. The Members' easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to establish reasonable rules and to charge reasonable admission and other fees for the use of the Common Area;

(b) The right of the Association to suspend the right of an Owner to use the recreational facilities, if any, for any period during which any assessment against his Lot remains unpaid for more than 30 days after notice; the right of the Association to suspend the right of a Member to use the recreational facilities, if any, for a period not to exceed 60 days for any other infraction of this Declaration or any rules promulgated by the Association pursuant to this Declaration;

(c) The right of the Association to mortgage any or all of the facilities constructed on the Common Area for the purposes of improvements or repair to Association land or facilities pursuant to approval of the Class B member and of

two-thirds of the votes of the Owners who are voting in person or by proxy at a regular meeting of the Association or at a meeting duly called for this purpose;

(d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by the Class B member and two-thirds of the Owners agreeing to such dedication or transfer has been recorded.

5.4 Delegation of Use. Any Member may delegate his right of enjoyment to the Common Area and facilities to the members of his family and to his guests (but excepting any person whose right to use the Common Area and facilities has been suspended pursuant to paragraph 4.3(b), above) subject to such general regulations as may be established from time to time by the Association.

5.5 Damage or Destruction of Common Area by Owner. In the event any Common Area is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or member of his family, such Owner does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a Special Assessment upon the Lot of said Owner.

5.6 Title to Common Area. The Developer hereby covenants that it shall record an amendment to this Declaration pursuant to paragraph 7.2(b) hereof subjecting the Common Areas to this Declaration and shall convey the Common Area to the Association, free and clear of all liens and financial encumbrances, not later than _____ years from the date such Common Area or portion thereof is subjected to this Declaration.

ARTICLE VI

Covenant For Maintenance Assessments

6.1 Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it

shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following: (i) annual general assessments or charges and (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

6.2 General Assessment.

(a) Purpose of Assessment. The general assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and in particular for the improvement, maintenance, insurance and operation of the Common Area and facilities.

* (b) Basis for Assessment.

(i) Residential Lots. Each Lot which has been conveyed by deed or land contract to an Owner who is not the Developer shall be assessed at a uniform rate.

* (ii) Developer. So long as the Developer owns property which is subject to this Declaration, the Developer shall be assessed an amount equal to ten times the assessment against an individual Lot not owned by the Developer.

* (c) Maximum Annual Assessment.

(i) Until January 1, 1985, the maximum annual general assessment shall be \$20 per Lot.

(ii) From and after January 1, 1985, the Board of Directors by majority vote may increase the maximum annual assessment rate by not more than 10% of the maximum for the current fiscal year, to become effective the first day of the next fiscal year.

(iii) From and after January 1, 1985, the assessment basis and/or the maximum annual general assessment may be changed by a vote of the Class B Member and two-thirds majority of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose.

(d) Method of Assessment. By a majority vote of the directors, the Board shall fix the annual assessment upon the basis provided above and at an amount not in excess of the current maximum, provided however, that the annual assessment shall be sufficient to meet the obligations imposed by the Declaration. The Board shall set the date(s) such assessment shall become due.

* 6.3 Special Assessment for Capital Improvement or Extraordinary Expense. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next two succeeding years for the purpose of defraying, in whole or in part: (i) the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, and/or (ii) extraordinary expenses incurred in the maintenance and operation of the Common Area and facilities, if any; provided that any such assessment shall have the assent of the Class B Member and two-thirds of the votes of the Owners who are voting in person or by proxy at a special meeting duly called for that purpose.

* 6.4 Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence on the later of the date of conveyance of the first Lot to an Owner who is not the Developer or the date of conveyance of the first Common Area to the Association by the Developer. The initial annual assessment on any Lot shall commence on, and be prorated to, the date of conveyance of the Lot to an Owner who is not the Developer or on the date of certification of the Lot for occupancy whichever first occurs.

* 6.5 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within 30 days after the due date may upon resolution of the Board bear interest from the due date at a percentage rate no greater than the current statutory maximum annual interest rate, to be set by the Board for each assessment period. The Association may bring an action at law against the Owner personally obligated

to pay the same or foreclose the lien against the property in the same manner, and subject to the same requirements, as a foreclosure of mortgages on real property in Wisconsin, and there shall be added to the amount of such assessment actual costs and attorney's fees incurred to collect the assessment. The Association may bid in the Property at foreclosure sale, and acquire and hold, lease, mortgage and convey the same. If the Association has provided for collection of assessments in installments, upon default in the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

6.6 Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (i) all properties to the extent of any easement or other interest therein dedicated and accepted by a local public authority and devoted to public use; (ii) all Common Areas; (iii) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

6.7 Annual Budget. By a majority vote of the directors, the Board shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by the Declaration and all Supplementary Declarations will be met.

6.8 Joint and Several Liability of Grantor and Grantee. Upon a voluntary conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor as provided in this Article up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessment against the grantor pursuant to this Article in excess of the amount therein set forth. If the Association does not provide such a statement within ten business days after the grantee's request, it is barred from claiming under any lien which is not filed prior to the request for the statement against the grantee.

ARTICLE VII

General Provisions

7.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years, unless at the expiration of the 20-year term or of any ten-year extension period the covenants and restrictions are expressly terminated by an instrument signed by not less than 75% of the Owners. A termination must be recorded.

7.2 Amendment.

(a) This Declaration may be amended at any time by an instrument approved by the Class B Member and by not less than 75% of the Owners. Any amendment shall not be effective until recorded in the Office of the Register of Deeds of Adams County.

~~X~~ (b) This Declaration may be amended solely by the Developer, its successors or assigns for the purpose of subjecting any or all of the Expansion Property to the covenants and restrictions of this Declaration.

(c) This Declaration and any amendment hereto may be amended by Developer within five years after recording solely in order to correct any errors, omissions or ambiguities.

7.3 Enforcement. The Association, any Owner or the Developer shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or thereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7.4 Severability. Invalidation of any one of these covenants or restrictions by judgment, court order or change of law shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Lakeland of Wisconsin Inc has caused this Declaration to be executed by its duly authorized officer on the day, month and year first above written.

LAKELAND OF WISCONSIN, INC.

BY [Signature], President

State of Wisconsin)
: SS
Adams County)

On this the 19th day of May, 1982, before me, the undersigned officer, personally appeared R. J. STEINER who acknowledged himself to be the President of Lakeland of Wisconsin, Inc., a Wisconsin corporation, and that he as such officer being authorized so to do executed the foregoing instrument by signing the name of said corporation by himself, as President and for the purposes therein contained.

[Signature]
(Kevin G. Tarvid, Register of Deeds
Notary Public, State of Wisconsin
~~My commission~~
My commission

This instrument was drafted by and should be returned to:

Bruce T. Block
1800 Marine Plaza
Milwaukee, WI 53202

EXHIBIT A

Lots 1-45 of the Plat of Lakewood recorded on August 27, 1980 in the Office of the Register of Deeds of Adams County, Wisconsin in File 2 of Plats, Envelopes 46 and 47, as Document No.272829.

EXHIBIT B

The NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the S $\frac{1}{2}$ of the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ fractional, all in section 30, Township 18N, R5E Adams County, Wisconsin.

The S $\frac{1}{2}$ of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ fractional, the N $\frac{1}{2}$ of the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ fractional, the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, all in section 30, Township 18N, R5E, Adams County, Wisconsin excepting lots 1-46 of the Plat of Lakewood as described in Exhibit A above.

The North 295' of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Sec 36, T18N, R4E, Adams County, Wisconsin.

282136

VOL 303 PAGE 53

ADAMS COUNTY, WIS.) 53
Received for record the 25 da
of MAY A. D., 1982 at 8:30
o'clock A. M., and recorded in Vol
303 of Records page 54-6
S. J. G. J. J. J.
REGISTR

FIRST AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS

WHEREAS, Lakeland of Wisconsin, Inc., a Wisconsin corporation ("Developers"), executed a Declaration of Covenants and Restrictions dated MAY 20, 1982 (the "Declaration") affecting certain real property located in Adams County, Wisconsin more particularly described on Exhibit A to the Declaration, and caused the Declaration to be recorded on MAY 20, 1982 in the Office of the Register of Deeds for Adams County, Wisconsin in Vol. 302 of Deeds, pages 822-833, as Documents Nos. 282082; and

WHEREAS, section 2.2 of the Declaration provides that certain real property described on Exhibit B to the Declaration or certain real property located contiguous to the property described on Exhibit B to the Declaration (collectively, the "Additional Property") may be subjected to the Declaration by the Developer in one or more stages; and

WHEREAS, section 7.2^(b) provides that the Declaration may be amended solely by the Developer in order to subject all or a portion of the Additional Property to the Declaration; and

WHEREAS, the Developer is the owner of Lots 46 to 116 of Lakewood Subdivision, as shown on the Lakewood Subdivision Plat, recorded on August 27, 1980 in the Office of the Register of Deeds for Adams County in File 2 of Plats, Envelopes 46 and 47, as Document No. 272829, and all additions and amendments thereto (the "Property"), and the Property is located entirely within the Additional Property; and

WHEREAS, the Developer desires to subject the Property to the Declaration;

NOW, THEREFORE, pursuant to sections 2.2 and 7.2(c) of the Declaration, the Developer hereby amends Exhibit A to the Declaration to include all of the Property as defined herein and hereby subjects the Property in every respect to the covenants and restrictions of the Declaration.

IN WITNESS WHEREOF, this document has been executed
this 23RD day of MAY, 1982

LAKELAND OF WISCONSIN, INC.

BY [Signature], President

Attest:

Karen A. Steiner, Secretary

State of Wisconsin)
 : SS
Milwaukee, County)

Personally came before me, this 23RD day of MAY, 1982, the above-named R. J. STEINER, President, and KAREN A. STEINER, Secretary, of the above-named corporation, to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers on behalf of said corporation, by its authority.

Michelle Lynn White
Michelle Lynn White
Notary Public, State of Wisconsin
My commission 3/24/85
Columbia County

This document was drafted by
Bruce T. Block, Esq.
c/o Reinhart, Boerner, Van
Deuren, Norris & Rieselbach, s.c.
1800 Marine Plaza
Milwaukee, WI 53202