

Document No: _____

**AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
THE LAKE SHORE PRESERVATION ASSOCIATION, INC.**

The original document filed with the Chippewa County Clerk of Courts includes a list of all Property Identification Numbers (PINs). A copy of the filed document is in the file of the Secretary of LSPA.

Signatures are included and notarized as indicated on final page on the filed documents.

Return to:

Karen Hebert
Treasurer [sic]
LSPA
P.O. Box 291
Chippewa Falls, WI 54729

*See below.

PINs:

***PINs:**

LOTS: [INSERT]

COMMON AREA: [INSERT]

AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR
THE LAKE SHORE PRESERVATION ASSOCIATION, INC.

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this "Declaration") is made effective as of February 5, 2018 (the "Effective Date"), by the undersigned officers of THE LAKE SHORE PRESERVATION ASSOCIATION, INC., a Wisconsin corporation (the "Association").

W I T N E S S E T H :

WHEREAS, on March 10, 1978, Wissota Woods, a Wisconsin partnership, recorded with the Register of Deeds for Chippewa County, Wisconsin, in Volume 467 of Records, on pages 362-376, as Document #396826, that certain Declaration of Covenants, Conditions and Restrictions (the "Original Declaration") against certain real property located in Chippewa County, Wisconsin, as more particularly described herein (the "Development"), pursuant to which certain covenants, conditions, and restrictions were placed upon the sale, use, and conveyance of the individual parcels of real property located within the Development;

WHEREAS, the Original Declaration was thereafter re-recorded with the Register of Deeds for Chippewa County on January 20, 1983, in Volume 537 of Records, on pages 222- 236, as Document #430452, to correct a legal description contained therein (the "Corrected Original Declaration");

WHEREAS, the Corrected Original Declaration was thereafter amended as reflected in a document recorded with the Register of Deeds for Chippewa County on October 10, 1991, in Volume 696 of Records, pages 1- 38, as Document #500494 (the "First Amendment");

WHEREAS, the Declaration was further amended in 2010 (the "Second Amendment");

WHEREAS, the Second Amendment was further amended as reflected in a document recorded with the Register of Deeds for Chippewa County on November 5, 2012, as Document #815061, wherein two (2) additional parcels, Lot 28 of Wissota Woods Eastlake Addition and Lot 1 of Wissota Woods Estates, were thereafter acquired by the Association to be included with and added to the Common Area (the "Third Amendment");

WHEREAS, control of the Development has passed to the Association;

WHEREAS, the undersigned officers of the Association, pursuant to an affirmative vote of a majority of the Members of the Association as required under Section 3 of Article VII of the Third Amendment, now desire to amend and restate the Third Amendment in full as provided herein; and

WHEREAS, this Declaration shall supersede and take the place of said Third Amendment.

NOW, THEREFORE, the Association declares that all Lots of the Development shall be held, transferred, sold, conveyed, and occupied subject to the following easements, restrictions, covenants, and conditions, which are made for the purpose of protecting the value and desirability of the Lots.

ARTICLE 1 - DEFINITIONS

Section 1.1 “Association” shall mean and refer to the LAKESHORE PRESERVATION ASSOCIATION, INC., a Wisconsin non-stock corporation, and its successors and assigns.

Section 1.2 “Bylaws” shall mean the bylaws duly adopted by the Association.

Section 1.3 “Common Area” shall mean all real property owned exclusively by the Association for the common use and enjoyment of the Owners, as more particularly described in Exhibit B attached hereto and incorporated herein by reference.

Section 1.4 “Declaration” shall mean this Amended and Restated Declaration of Covenants, Conditions, and Restrictions.

Section 1.5 “Development” shall mean and refer to the parcels of real property described in Exhibit A attached hereto and incorporated herein by reference, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.6 “Lot” shall mean and refer to any separate parcel of real property located within the Development, as shown upon any recorded subdivision map of the Development, with the exception of the Common Area. By means of further clarification, Lot shall also mean each individual residential condominium unit which exists in conjunction with other like units upon a single plot of land designated for multi-family residences within the Development, if any, and each individual condominium unit shall be subject to this Declaration and the Bylaws of the Association.

Section 1.7 “Member” shall mean and refer to those Owners eligible for membership in the Association provided herein.

Section 1.8 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot in the Development, including land contract purchasers or selling agents, but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE 2 - PROPERTY RIGHTS

Section 2.1 Owner’s Use and Enjoyment of Common Area. Every Owner shall have an undivided right of use and enjoyment and easement in and to the Common Area, which right shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association, pursuant to the Bylaws, to adopt rules and regulations governing the use of the Common Area and Lots, and the personal conduct of the Owners and their tenants and their guests thereon (the “Rules and Regulations”), and to establish penalties for the infraction thereof;

(c) the right of the Association to suspend an Owner’s voting rights and the right to use of the Common Area for any period during which any assessment against such Owner’s Lot remains unpaid, or for any uncorrected infraction of the Association’s published Rules and Regulations; and

(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 such conditions as may be consented to by the Owners. No such dedication or transfer shall be effective without a recorded instrument approved pursuant to Section 7.4.

Section 2.2 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, its right of use and enjoyment of the Common Area to members of such Owner’s family or tenant(s), or, when accompanied by an Owner or tenant of such Owner, guests.

ARTICLE 3 - EASEMENTS

Section 3.1 Easements for Utilities. The Association reserves the right to grant easements, both temporary and permanent, to all public authorities and utility companies over any part of the Common Area.

Section 3.2 Other Easements. An easement is hereby reserved by the Association to enter the Common Area during the period of construction and sale of the Development, or any additions to the Development, and to maintain the Common Area and perform such operations as determined by the Board of Directors of the Association to be reasonably required, convenient, or incidental to the construction and sale of residences or the maintenance of the Common Areas.

ARTICLE 4 - ASSOCIATION OF OWNERS

Section 4.1 Membership. Every Owner of a Lot subject to assessment shall automatically be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment, and shall automatically be transferred by conveyance of a Lot. The Association shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Area. Each Owner and the occupants of the Lots shall abide by and be subject to all of the rules, regulations, duties, and obligations of this Declaration, the Bylaws, and Rules and Regulations of the Association that may be adopted or amended from time to time as hereinafter provided.

Section 4.2 Voting Rights. Ownership of a Lot entitles the Owner (or Owners if there is more than one Owner), to one (1) vote on any issue coming before the Association. Ownership of more than one (1) Lot by any Member or Members entitles such Owner(s) to a number of votes equivalent to the number of Lots owned.

Section 4.3 Applicability of Bylaws. The respective rights, qualifications, and obligations of the Members shall be as set forth in the Bylaws.

Section 4.4 Limitation of Voting Rights. A Member's voting rights shall be subject to restriction or suspension as provided in Section 2.1(c), above. Additionally, no Owner shall be entitled to vote on any matter submitted to a vote of the Members until the Owner's name and current mailing address (or e-mail address), if any, has been furnished to the Secretary of the Association.

Section 4.5 Association Personnel. The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the condominium. The Association may contract for common services or utilities as may be required for each Lot.

ARTICLE 5 - COVENANT FOR ASSESSMENTS

Section 5.1 Creation of Lien and Personal Obligation for Assessments. Each Owner of any Lot(s), by acceptance of a deed to such Lot(s), whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the Association its pro rata share of all General Assessments (as hereinafter defined) and all Special Assessments (as hereinafter defined). Any General Assessment or Special Assessment not paid when due shall bear interest until paid, as further set forth in Section 5.8, together with interest, collection costs, and reasonable attorneys' fees, and shall constitute a charge against each Lot and shall be a continuing lien upon the Lot against which each such assessment is made, which may be filed and foreclosed as provided in Chapter 779 of the Wisconsin Statutes. All General Assessments and Special Assessments, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot(s) at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 5.2 Common Expenses. Any and all expenses incurred by the Association in connection with the general management, maintenance, repair, and replacement of the Common Area, and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: insuring the Common Area, real property taxes for the Common Area, landscaping and lawn care; snow shoveling and plowing; planned improvements to the Common Area; municipal utility services provided to the Common Area; and maintenance and management salaries and wages, if any.

Section 5.3 General Assessments. The Association shall levy annual general assessments (the "General Assessments") against the Owners for the purpose of maintaining a fund from which Common Expenses may be paid.

Section 5.4 Special Assessments. In addition to the General Assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only (each, a "Special Assessment") for purpose of defraying, in whole or in part, the cost of any unexpected and unbudgeted obligation of the Association, including, but not limited to, construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall be made by an

affirmative vote of a majority of the Members of the Association. Written notice of any special meeting called for the purpose of taking any action authorized under this Section 5.4 shall be given to all Owners as provided in the Bylaws.

Section 5.5 Rate of Assessment. General Assessments shall be assessed against each Lot. If an Owner owns more than one Lot, the General Assessment shall be equal to the number of Lots owned times the General Assessment per Lot. Special Assessments shall be assessed against each Lot in a similar manner as a General Assessment, or as otherwise determined by the affirmative vote of a majority of a quorum of the Members of the Association present in person or proxy at a duly called meeting.

Section 5.6 Date of Commencement of General Assessments. The annual period for General Assessments shall commence on January 1 of each year, and the same shall be levied by the Board of Directors of the Association as provided in the Bylaws.

Section 5.7 Certificate of Assessments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the General or Special Assessments levied against a specified Lot have been paid.

Section 5.8 Effect of Non-Payment of Assessments or Late Payment; Remedies of the Association.

(a) Interest on Late Payments; Liability. Any General Assessment or Special Assessment not paid within forty-five (45) days after the due date shall bear interest from the due date at the lesser of the maximum rate allowed under applicable law or twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot pursuant to Chapter 779 of the Wisconsin Statutes, and interest, costs, and reasonable attorneys' fees of any such action will be added to the amount of such assessment.

(b) Late Fee. In addition to the interest on all late payments described in Section 5.8(a), the Association shall have the right to assess a One Hundred Dollar (\$100.00) late fee (the "Late Fee") against each Lot for each and every General Assessment or Special Assessment not paid within forty-five (45) days after its due date. The Late Fee shall be added to the total amount due and owing on the unpaid General Assessment or Special Assessment, as applicable, and interest shall immediately begin to accrue on the total balance of the unpaid assessment and the Late Fee.

(c) Association Rights. Each such Owner, by his acceptance of a deed to a Lot or individual Condominium unit, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for collection of such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association as provided in Chapter 779 of the Wisconsin Statutes, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in Section 5.1 shall be in favor of the Association and shall be for the benefit of all Owners. The Association, acting on behalf of the Owners, shall have the power to bid for an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same.

(d) No Waiver. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of such Owner's Lot(s).

Section 5.9 Subordination of Liens to Mortgages. The lien of any General Assessment(s) or Special Assessment(s) provided for herein shall be subordinated to the lien of any first mortgage. Sale or transfer of any Lot shall not affect such assessment lien(s). However, the sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot or individual Condominium unit from liability for any assessments thereafter becoming due, or from the lien thereof.

ARTICLE 6 - LOT USE RESTRICTIONS (SEE ALSO RULES AND REGULATIONS DOCUMENT)

Section 6.1 General Use Restrictions. All Lots shall be used for single family residence purposes only and shall not be further subdivided. Commercial and business activities are prohibited upon any Lot or Common Area, except as may be permitted in the Bylaws or described in the Rules and Regulations, as amended.

Section 6.2 Restrictions on Additional Structures. No temporary house or condominium, nor any temporary or permanent storage building, shack, mobile home, tent, barn, or other out-building shall be erected or placed upon any Lot unless the plans therefore have been approved by the Board of Directors of the Association. Any approved permanent storage building, shack, barn, or other out-building that has a floor area in excess of one hundred forty-four (144) square feet shall have an external design in harmony with the color(s), construction and general architectural features of the residential building located on the Lot.

Section 6.3 Construction of Additional Residential Buildings. No single family detached residential building shall be located on any Lot unless said building shall have at least fourteen hundred (1,400) square feet of heated living space, and the plans therefore have been approved by the Board of Directors of the Association. All Lots shall be used for single family residence purposes only and shall not be further subdivided.

Section 6.4 Nuisances. No nuisances or offensive activities shall be carried on or allowed on any Lot or the Common Area, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of any Lot or the Common Area by the Owners, or that would cause an increase in the premiums for insurance required to be maintained by the Association. All parts of the Development shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist.

Section 6.5 Rules and Regulations. The Owners may adopt, repeal or amend Rules and Regulations to implement the purposes set forth herein, and to interpret the covenants in this section, upon the affirmative vote by a majority of all the Owners. The outcome of voting on changes to the Rules and Regulations by members shall be determined by a majority of all the members present in person or by proxy. The board shall enforce such Rules and Regulations. Additionally, the Board may enact a temporary change to the Rules and Regulations to be followed by a vote on the change by the

membership at the next association meeting. All Rules and Regulations, and any subsequent amendments thereto, shall be placed in the records of the Association.

ARTICLE 7 - GENERAL PROVISIONS

Section 7.1 Enforcement; No Waiver. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. The Board of Directors, on behalf of the Association, shall have the authority to levy fines as described in the Rules and Regulations. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 7.2 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision, or of any other provision hereof.

Section 7.3 Term; Amendment. The covenants and restrictions of this Declaration shall run with and be binding upon the Lots and the Common Area for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument approved by not less than a majority of all Members of the Association. Any amendment shall be recorded.

Section 7.4 Annexation, Purchase, or Sale of Lands. Additional residential parcels and additional Common Area may be purchased or annexed to the Development by an affirmative vote of a majority of all Members of the Association. Any conveyance of any portion of the Common areas for any purpose shall be approved by the affirmative vote of a majority of all Members of the Association.

Section 7.5 Conflict. If a conflict exists among any provision of this Declaration, the Articles of Incorporation of the Association (the "Articles"), the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws, and Rules; the Articles shall prevail over the Bylaws and the Rules; and the Bylaws shall prevail over the Rules.

[Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned officers of the Association have executed this Declaration as of the Effective Date.

ASSOCIATION:
The Lake Shore Preservation Association, Inc.

By: _____
_____, President

By: _____
_____, Secretary

ACKNOWLEDGEMENTS

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2015, by _____ and _____, in their capacities as President and Secretary, respectively, of THE LAKESHORE PRESERVATION ASSOCIATION, INC., a Wisconsin corporation.

[Seal]

*

Notary Public, State of Wisconsin
My commission expires: _____

*Print or insert name of Notary Public.

This instrument was drafted by Attorney Paul J. Mirr
Ruder Ware, L.L.S.C., 402 Graham Avenue, Eau Claire, Wisconsin 54702-0187

EXHIBIT A
Legal Description of the Development

The Wissota Woods Addition to the Town of Lafayette is located upon the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼), the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼), the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼), the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼), and the East one-half (E1/2) of the Northeast Quarter (NE¼) except land conveyed at Volume 162 of Deeds on page 297 and lands conveyed in Volume 325 of Records, page 277, in Section One (1), Township Twenty-eight (28) North, Range Eight (8) West. The Wissota Woods Addition includes all Lots and Condominium units located in: Wissota Woods Addition; Wissota Woods Balsam Addition; Wissota Woods West Addition; Wissota Woods Eastlake Addition; Estates of Wissota Woods Addition; and Wissota Woods Rustic Ridge Addition.

EXHIBIT B
Legal Description of the Common Area

The following are legal descriptions of the Common Area properties deeded to the Association:

#1

Shoreline Common Area: A parcel of land located in the NW ¼ of the SE ¼, and the SW ¼ of the SE ¼, Section 1, Township 28 North, Range 8 West, Town of Lafayette, Chippewa County, Wisconsin. Commencing at the E ¼ corner, Section 1, thence N 89 Deg. 02' 00" W along the North line of the NE ¼ of the SE ¼, Section 1 1326.05 ft., thence S 00 Deg. 24' 00" along the East line of the NW ¼ of the SE ¼, Section 1 1179.28 ft. to the point of beginning, thence N 40 Deg. 41' 30" W 229.14 ft., thence N 53 Deg. 59' 00" W 356.54 ft., thence N 63 Deg. 30' 15" W 175.34 ft., thence N 74 Deg. 03' 30" W 195.85 ft., thence N 81 Deg. 39' 15" W 553.71 ft. to the North and South Quarter line, Section 1, thence S 00 Deg. 18' 30" E along the North and South Quarter line, Section 1, 69 ft. more or less to the water's edge of Lake Wissota, thence Southeasterly along the water's edge of Lake Wissota to the East line of the NW ¼ of the SE ¼, Section 1, thence N 00 Deg. 24' 00" W along the East line of the NW ¼ of the SE ¼, Section 1, 150 ft. more or less to the point of beginning. The portions of the aforementioned parcel lying between lots 15, 16, 17, and 18 of Wissota Woods West Addition and Lake Wissota and between lots 29, 30, 31, 32, 33, and 34 of Wissota Woods Eastlake Addition and Lake Wissota are held in joint ownership with the individual owners of the aforementioned lots, and their use as Common Area property is subject to the restrictions described in the individual Quit Claim Deeds in the Settlement Agreements of December, 2000.

#2

Outlot 2 of Wissota Woods West Addition, located in the NW ¼ of the SE ¼ with borders on 64th Avenue (formerly West Lake Drive) and the Shoreline Common Area, Section 1, Township 28 North, Range 8 West, Town of Lafayette, Chippewa County, Wisconsin, including the bank and shoreline.

#3

Outlot 1 of Wissota Woods Eastlake Addition, located in the NW ¼ of the SE ¼ with borders on 64th Avenue (formerly East Lake Drive) and the Shoreline Common Area, Section 1, Township 28 North, Range 8 West, Town of Lafayette, Chippewa County, Wisconsin, including the bank and shoreline.

#4

Lot 28 of Wissota Woods Eastlake Addition, located in the NW ¼ of the SE ¼ with borders on 64th Avenue (formerly East Lake Drive) and the Shoreline Common Area, Section 1, Township 28 North, Range 8 West, Town of Lafayette, Chippewa County, Wisconsin, including the bank and shoreline.

#5

Outlot 2 of Wissota Woods Eastlake Addition, located in the SW corner of the NE ¼ of the SE ¼ with borders on 64th Avenue (formerly East Lake Drive) and the Shoreline Common

Area, Section 1, Township 28 North, Range 8 West, Town of Lafayette, Chippewa County, Wisconsin, including the bank and shoreline.

#6

Outlot 1 of Wissota Woods West Addition, located in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ with access provided from 67th Avenue (formerly West Lake Drive) and 188th Street (formerly Lakewood Drive), Section 1, Township 28 North, Range 8 West, Town of Lafayette, Chippewa County, Wisconsin.

#7

Lot 12 of Wissota Woods Eastlake Addition, located in part in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the remainder in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, with borders on 188th Street (formerly Lakewood Drive) and 65th Avenue (formerly Willow Lane), Section 1, Township 28 North, Range 8 West, Town of Lafayette, Chippewa County, Wisconsin.

#8

Lot 21 of Estates of Wissota Woods Addition, located in the SW corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, the SE corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, the NE corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, and the NW corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, with access provided from 69th Avenue and with borders on 189th Street (formerly Oakwood Drive), Section 1, Township 28 North, Range 8 West, Town of Lafayette, Chippewa County, Wisconsin.

#9

Lot 1 of Estates of Wissota Woods Addition, located in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, with borders on 190th Street (formerly Pine Harbor District Road), 189th Street (formerly Oakwood Drive), and 189th Street East, Section 1, Township 28 North, Range 8 West, Town of Lafayette, Chippewa County, Wisconsin. (Recorded Feb. 16, 2001, Document #617980)

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