

ARCHER PARK COMMUNITY  
ASSOCIATION, LTD.

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Name and Return Address

Archer Park Community Assoc.  
493 Highland Place  
Nekoosa, WI 54457

Return to: George Holland  
535 Barrum Bay Trail  
Nekoosa, WI 54457

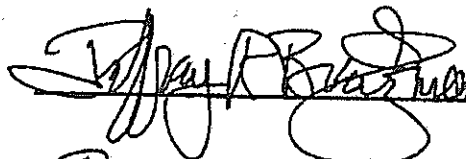
Parcel Identification Number (PIN)

This document between Archer Park Community Association, Ltd. and its members dated September 4, 2001, shall supersede all previous documents, revisions or amendments involving Archer Park Community Association, Ltd., and its members.

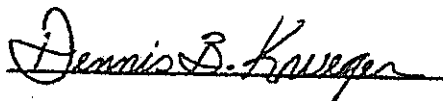
This document includes the Articles of Incorporation, the By-Laws, the Declaration of Covenants, Conditions and Restrictions, the Easement Agreement between the Archer Park Community Association, Ltd., and the Wisconsin River Power Company, and the Legal Descriptions of Property.

This Document has been approved and is being submitted by the Board of Directors of Archer Park Community Association, Ltd.

Signed this date: September 10, 2001

 President

 Vice President

 Secretary Treasurer

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the documents or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

RECORD IN ADAMS COUNTY,  
WISCONSIN

ARTICLES OF INCORPORATION

These Articles of Incorporation are executed by the undersigned for the purpose of forming a Wisconsin corporation under Chapter 181 of the Wisconsin Statutes, WITHOUT STOCK AND NOT FOR PROFIT.

ARTICLE I

The name of the corporation is "Archer Park Community Association, Ltd.," hereinafter called "Association."

ARTICLE II

The period of existence shall be perpetual.

ARTICLE III

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residential Lots and Common Area and other properties within that certain tract of properties described on Exhibits A, B and C attached hereto and incorporated herein by reference and such additions thereto as may hereafter be brought within the jurisdiction of this Association; and to promote the health, safety and welfare of the residents within the above-described property, and in fulfillment of this purpose to do the following:

- (a) exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration," applicable to the subject property described herein and recorded in the office of the Register of Deeds of Adams County, Wisconsin, as the same may be amended from time to time, said Declaration being incorporated herein as if set forth at length;
- (b) fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration and pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) borrow money for the purpose of improving, repairing, and maintaining the Common Area or any other property owned by the Association, and in aid thereof to mortgage any and all of its real or personal property as security for money borrowed or debts incurred;

- (e) grant easements and dedicate, sell or transfer all or any part of the Common Area to any such agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members;
- (f) participate in mergers, consolidations or contracts with other nonprofit corporations organized for the same purposes; and
- (g) have and exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Corporation Law of the State of Wisconsin by law may now or hereafter have or exercise.

#### ARTICLE IV

The principal mailing address of the Association is located at 493 Highland Place, Nekoosa, Wisconsin 54457.

#### ARTICLE V

The initial registered agent of the Association is Nicholas J. Brazeau.

#### ARTICLE VI

The address of the initial registered agent is 262 West Grand Avenue, Wisconsin Rapids, Wisconsin 54494.

#### ARTICLE VII

These Articles may be amended in the manner authorized by law at the time of amendment.

#### ARTICLE VIII

The affairs of this Association shall be managed by the Board of Directors who need not be members of the Association; except that the initial number of directors, who shall serve until their successors are elected as provided in the By-Laws, shall be three (3).

#### ARTICLE IX

Every person or entity who is a beneficial owner of a fee or undivided fee interest in any Lot which is subject to the Declaration, including contract buyers, shall be a member of the Association; provided, however, that persons or entities who hold an interest merely as security for the performance of an obligation shall not be deemed to be members by reason of such interest. Membership shall be appurtenant to and may be not separated from ownership of any Lot which is subject to assessment by the Association. Membership in the Association is mandatory for all such persons and entities. Voting rights of members shall be set forth in the by-laws of the Association.

ARTICLE X

The members of the Association shall not be liable for Association obligations except as provided for and authorized under the Declaration applicable to the subject property described herein.

ARTICLE XI

This Association shall have no capital stock.

BY-LAWS  
OF  
ARCHER PARK COMMUNITY ASSOCIATION, LTD.

ARTICLE I

NAME AND LOCATION

The name of the corporation is "Archer Park Community Association, Ltd.", hereinafter referred to as the "Association." The mailing address of the Association shall be 493 Highland Place, Nekoosa, Wisconsin, 54457, but meetings of Members and Directors may be held at such places within the State of Wisconsin as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Archer Park Community Association, Ltd., its successors and assigns.

Section 2. "Common Area" shall mean and refer to all real property owned in fee by the Association and held for the common use and enjoyment of the Owners pursuant to the Declaration, and to all improvements thereon owned or otherwise held by the Association for the common use and enjoyment of the Owners and made subject to the Declaration.

Section 3. "Common Facilities" shall mean any and all property or rights in property other than the Common Area, including but not limited to items of tangible personal property, fixtures, easements, permits or rights-of-way, owned by the Association and held for the common use and enjoyment of Owners and made subject to the Declaration.

Section 4. "Lot" shall mean a single residential building lot within the Archer Park Subdivision, whether originally denominated as such on the official plat map or maps recorded for the Archer Park Subdivision, or created pursuant to the provisions of Article V, Section 4 of the Declaration dealing with the aggregation of building lots.

Section 5. "Owner" or "Member" shall have the same meaning and shall mean and refer to every person or entity who is the beneficial owner of a fee or undivided fee interest in any Lot which is subject to the Declaration, including contract buyers, but excluding those having such interests merely as security for the performance of an obligation.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Archer Park Subdivision, recorded in the office of the Register of Deeds of Adams County, Wisconsin.

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association at a date and at a time determined by the initial Board of Directors, and subsequent annual meetings shall be held on the first Saturday in July of each year thereafter.

The agenda for each Annual Meeting shall include the election of directors; the presentation of reports by the President and Treasurer of the Association and by each of the standing committees referred to in Article X hereof; and such other businesses as the Board of Directors shall determine.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least twenty (20) days before such meeting to each Member entitled to vote thereat, addressed to the Member's Address last appearing on the books of the Association. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting, in person or by proxy, of Members entitled to cast fifty percent (50%) of the entire number of votes entitled to be cast shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each vote may be cast in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Lot.

Section 6. Majority Votes. Except as may be otherwise required by the provisions of these By-laws or the Declaration, all action required or permitted to be taken by or pursuant to a vote of the Members at any meeting at which quorum is present shall be taken in accordance with the majority vote of Members present in person or by proxy.

## ARTICLE IV

VOTING RIGHT OF MEMBERS

Section 1. Members. With respect to any and all Association matters to be conducted in accordance with the vote, consent or approval of Members, Members shall be entitled to cast one vote, or grant one consent or approval, for each lot owned. With respect to any Lot owned by more than one Member, the vote or consent incident to such Lot shall be exercised as such Members may determine, but in no event shall more than one vote or consent be cast with respect to any Lot.

Section 2. Suspension of Voting Rights. The voting rights of any Member may be suspended by action of the Board of Directors, pursuant to Section 1(b) of Article VIII of these By-Laws.

Section 3. Corporate Member Vote. A corporate member's vote may be cast by the President of the member corporation or by any other officer or proxy appointed by the President or designated by the Board of Directors of such corporation.

## ARTICLE V

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors, who need not be Members of the Association. The initial number of directors, who shall serve until their successors are elected as hereinafter provided, shall be three (3). There shall be a minimum of three (3) and a maximum of nine (9) directors.

Section 2. Term of Office. Directors shall be elected for a three (3) year term.

Section 3. Vacancy. In the event of the death, resignation or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

## ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of

the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The initial Nominating Committee shall be appointed as determined by the initial Board of Directors. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are required to be filled. Additional nominations may also be made from the floor by an Owner or Owners.

Section 2. Election. Election to the Board of Directors may be by secret written ballot. Each such ballot shall provide for the selection of as many individual candidates as there are vacancies to be filled. Cumulative voting is not permitted. Ballots containing the names of fewer candidates than there are vacancies will be counted; provided, however, that each candidate will be deemed to have received only one vote for each ballot on which his or her name is inserted or marked. The persons receiving the largest number of votes shall be elected. In the event of a tie vote which prevents the filling of a vacancy, a run-off election between the tied candidates shall be conducted in the same manner as set forth above.

## ARTICLE VII

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Failure to hold a quarterly meeting shall have no impact, however, on the legality or existence of the Association.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3. Waiver of Notice. The transaction of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum is present and if, either before or after the meeting, a written waiver of notice of the meeting is signed by each Director not present at the meeting, and by each Director present at the meeting who objected to the transaction of business thereat because the meeting was not duly called or convened. All such waivers shall include the same information as would have been required in a proper notice of the meeting, and shall be filed with and made a part of the minutes of the meeting.

Section 4. Quorum. A majority of the Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5. Action Without a Meeting. Any action which may be taken at a meeting of Directors may be taken without a meeting if all Directors shall consent in writing to such action. Such consent shall have the same force and effect as a unanimous vote of the Directors, at a meeting duly convened.



## ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and Common Facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreation facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulation;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Members by other provisions of these By-Laws, the Articles of Incorporation, or the Covenants;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) in furtherance of their powers and duties hereunder, to employ a manager, independent contractors, or such other employees as they deem necessary and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members;

(b) supervise all officers, agents and employees of this Association, to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date, or bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the Common Area and Common Facilities to be maintained.

## ARTICLE IX

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. Each of the officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The board may elect such other officers as the affairs of the Association may require, each of whom shall have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. No person shall simultaneously hold more than one office, except that (i) the offices of Secretary and Treasurer may be held by the same person, and (ii) any person, including the holder of any of the offices enumerated in Section 1 of this Article, may hold one or more of the special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

(a) The President shall preside at all meetings of the Association and of the Board of Directors; shall see that orders and resolutions of the Board are carried out; and shall sign all leases, mortgages, deeds and other written instruments.

VICE-PRESIDENT

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Associations, together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall: disburse such funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by the Audit Committee at the completion of each fiscal year; prepare an annual budget, balance sheets, and a statement of income and expenditures to be presented to the Members at the regular annual meeting, and cause to be delivered a copy of each to the Members; and shall provide assistance to the Finance Committee in connection with the conduct of its affairs.

ARTICLE X

COMMITTEES

Section 1. The Association shall have the following standing committees:

Nominating Committee  
Recreation Committee  
Maintenance Committee  
Architectural Control Committee  
Finance Committee

Unless otherwise provided herein, each committee shall consist of a Chairperson and two or more additional persons. The committees shall be appointed by the Board of Directors prior to each annual meeting of the Association, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced to the membership. The Board of Directors may appoint such other committees as it deems desirable.

Section 2. The Nominating Committee shall have the duties and functions described in Article VI of the By-Laws.

Section 3. The Recreation Committee shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines.

Section 4. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair and improvement of the Common Area and Common Facilities of the Association; shall periodically review the adequacy of the insurance coverage afforded the Association and advise the Board of Directors; and shall perform such other functions as the Board, in its discretion, determines.

Section 5. The Architectural Control Committee shall have duties and functions described in Article VII of the Declaration. It shall monitor any proposals, programs or activities which may adversely affect the value of the Common Area or Common Facilities and shall advise the Board of Director regarding Association action on such matters.

Section 6. The Finance Committee shall supervise the annual audit of the Associations books and approve the annual budget and balance sheet statement to be presented to the Membership at its regular annual meeting. The Treasurer shall provide the Finance Committee with such assistance as the Committee may reasonably request.

Section 7. With the exception of the Nominating Committee, and those duties of the Architectural Control Committee which are governed by Article VII of the Declaration, each committee shall have the power to appoint a subcommittee from among its Membership and may delegate to any such subcommittee any of its powers, duties and functions.

Section 8. It shall be the duty of each committee to receive complaints or requests from Members on any matter involving Association functions, duties and activities within its field of responsibility. It shall act upon such complaints or requests as appropriate, or refer them to such other committee, director or officer of the Association as may be authorized to act upon the subject matter thereof.

## ARTICLE XI

BOOKS AND RECORDS

The books, records and papers of the Association shall, upon reasonable notice, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member during normal business hours, at the principal office of the Association.

## ARTICLE XII

ASSESSMENTS

Section 1. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote recreation, health, safety and welfare of the residents in Archer Park Subdivision and for the improvement, maintenance, repair and replacement of the Common Area, the Common Facilities and any other areas that the Association is obligated to maintain.

Section 2. Basis and Maximum of Annual Assessments. Lots shall be assessed on the basis of one maximum annual assessment as determined by the Board of Directors or the membership of the Association. The annual assessment may be increased each year by not more than ten percent (10%) above the maximum assessment for the previous year by the Board of directors without a vote of the membership. The Board of Directors may, after consideration of maintenance cost and future needs of the Association, fix the annual assessment for any year in a lesser amount. The maximum annual assessment may not be increased by more than ten percent (10%) of the maximum assessment for the previous year without the assent of the Members entitled to cast at least two-thirds (2/3) of the votes of the membership who are voting in person or by proxy at a meeting duly called for this purpose.

Section 3. Special Assessment for Capital Improvements. In addition to the annual assessment authorized in Section 2 above hereof, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any capital construction, reconstruction, unexpected repair or replacement of a capital improvement, provided that any such assessment shall have the assent of the Members entitled to cast at least two-thirds of the votes of the membership who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Annual and Special Assessments to be Borne Equally. Except as herein otherwise provided, both annual and special assessments must be fixed at a rate which is equal for all Lots in Archer park Subdivision. This requirement shall not apply to exterior Maintenance Assessment (as hereafter defined).

Section 5. Board of Directors. The Board of Directors of the Association shall fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall at that time prepare a roster of the properties and assessments applicable thereto, which shall be kept at the mailing address of the Association and

shall be open to inspection to any Owner. Written notice of the assessment shall be sent to every Owner subject thereto; provided, however, the failure to send such written notice shall not render any such assessment invalid.

Section 6. Exterior Maintenance Assessment. In the event that any owner shall fail to provide adequate maintenance (to be determined solely by the votes of the Owners of the majority of the Lots) to the exterior of any building within Archer Park Subdivision, including, but not limited to, the failure to remove debris, construction material, noxious weeds, garbage and scrap material, the Association shall have the right and easement, upon ten (10) days' written notice to all owners of the offending building, to cause such exterior maintenance to be completed and to assess all cost thereof to the Owner(s) of the building. Such Exterior Maintenance Assessment, together with interest, cost of collection and reasonable attorney's fees, shall be a charged and a continuing lien upon the subject property. Each such assessment, together with interest, cost and reasonable attorney's fees, shall also be the personal obligation of the respective owners.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at an interest rate equal to the lesser of (i) two percent (2%) over the prime rate as such rate is announced from time to time at First Wisconsin National Bank of Milwaukee, Milwaukee, Wisconsin or its successor at its principal place of business, or (ii) the maximum rate of interest then permitted by applicable usury laws. The Association may bring an action at law against the Owner personally to pay the same, or foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event judgement is obtained, such judgement shall include interest on the assessment as above provided, and reasonable attorney's fees to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot.

Section 8. Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof (including the delivery of a deed 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 release such transferee Lot Owner from liability for any assessments thereafter becoming due, nor release such Lot from the lien of any subsequent assessment. Notwithstanding anything contained herein, the lien or assessments which resulted from the failure of the a Lot Owner to pay his or her portion of any taxes, real or personal, which are levied against the Common Area or Common Facilities shall be superior to the lien of any first mortgage hereafter placed on the Lot.

Section 9. Exempt Property. The following property shall be exempt from the assessments, charges and liens created herein:

- (a) All properties dedicated and accepted by the local public authority and devoted to public use;

- (b) All properties exempted from taxation by the laws of the State of Wisconsin upon the terms and to the extent of such legal exemption.
- (c) All Common Area and Common Facilities of Archer Park Subdivision.

Notwithstanding any provision herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

#### ARTICLE XIII

##### CORPORATE SEAL

The Association shall have no corporate seal.

#### ARTICLE XIV

##### AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of the Members present in person or by proxy; provided, however, that any amendment affecting the voting rights of Members shall be approved by at least a two-thirds vote of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control

#### ARTICLE XV

##### FISCAL YEAR

The fiscal year of the Association shall begin on the first day of April and end on the 31<sup>st</sup> day of March of every year.

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as the "Declaration") by Archer Park Community Association, Ltd., a non stock, non profit Wisconsin corporation.

ARTICLE I

DEFINITIONS

The following words or phrases when used in this Declaration or any supplementary declaration hereto (or amendment hereof unless the instrument specifically provides otherwise) shall have the following meaning:

Section 1. "Archer Park Property", shall mean and refer to the Property and the Common Area and any and all other real property, improvements and facilities that are made subject to this Declaration and any supplementary declaration hereto or amendment hereof.

Section 2. "Archer Park Subdivision" shall mean and refer to Archer Park Subdivision as such subdivision is platted on the Plat Map.

Section 3. "Articles" shall mean and refer to the Articles of Incorporation of the Association and any amendments thereto.

Section 4. "Association" shall mean and refer to Archer Park Community Association, Ltd., its successors and assigns.

Section 5. "By-laws" shall mean the By-laws of the Association and any amendments thereto.

Section 6. "Common Area" shall mean and refer to all real property, at any time, owned in fee by the Association and held for the common use and enjoyment of the Owners pursuant to the Declaration, and to all improvements thereon.

Section 7. "Common Facilities" shall mean and refer to any and all property or rights in property, other than the Common Area, including, but not limited to, items of tangible personal property, fixture, easements, permits, or rights-of-way, at any time owned by the Association and held for the common use and enjoyment of Owners and made subject to this Declaration.

Section 8. "Declarant" shall mean and refer to Archer Park Community Association, Ltd., a non stock, non profit Wisconsin corporation.



Section 9. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions and any amendments thereto.

Section 10. "Easement Agreement" shall mean and refer to that certain Easement Agreement, and any and all amendments thereto, granted to the Association an easement for recreational purposes in, over and across the real property.

Section 11. "Easement Parcel" shall mean and refer to that certain real property which is adjacent to the Archer Park Property and is the subject of the Easement Agreement.

Section 12. "Lot" shall mean and refer to a single residential building Lot within the Archer Park Subdivision, whether originally denominated as such on the Plat Map recorded in connection with the Archer Park Subdivision, or created pursuant to the provisions of Article V Section 4 hereof, dealing with the aggregation of building lots.

Section 13. "Owner" or "Member" shall mean and refer to every person or entity who is the beneficial owner of a fee or undivided fee interest in any Lot which is subject to the Declaration, including contract buyers; but excluding those having such interest merely as security for the performance of an obligation.

Section 14. "Plat Map" shall mean and refer to that certain plat map of Archer Park Subdivision recorded in the Office of the Register of Deeds of Adams County, Wisconsin on August 11, 1986 as Document No. 304405 and all amendments and supplements thereto.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The Property. All Archer Park property is hereby made subject to the Covenant and Restrictions of this Declaration and shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

Section 2. Additions to the Property. Additional real property and any improvements located thereon (the "Additional Property") may be made subject to the Covenants and Restrictions of this Declaration by filing for record in the Office of the Register of Deeds for Adams County, Wisconsin, a Supplementary Declaration of Covenants, Conditions and Restrictions for Archer Park Community Association, Ltd.. A Supplementary Declaration must be approved, in writing, by the Members entitled to cast sixty-six and two-thirds percent (66 2/3%) of the total votes of the membership.

## ARTICLE III

### PROPERTY RIGHTS AND OBLIGATIONS IN THE COMMON AREA

Section 1. Nature and Ownership. Unless expressly dedicated to the public, the Common Area depicted on the recorded plats is and shall remain private.

Section 2. Common Area. Declarant covenants for itself, its heirs, successors and assigns:

(a) to set aside as Common Area under this Declaration the real property set forth as Common Area on the Plat Map and the improvements located or to be located thereon.

(b) Common Area and Common Facilities shall be open to the common use and enjoyment of the Owners in conformity with Section 3 of this Article III.

Section 3. Easements. There shall exist the following easements:

(a) Easements granted to Owners. Subject to the provisions of Section 4 hereof, there shall exist the following easements in favor of each Owner and appurtenant to such Owner's Lots over, across and upon the Common Area:

(1) Each Owner shall have an equal, non-exclusive right to use the Common Area and Common Facilities for the purposes set forth herein ("Enjoyment Rights"). Use by any Owner or representative of Owner shall be such as to not impair the present or future use and enjoyment of such Common Area and Common Facilities by any other Owner.

(2) The use of the Common Area and Common Facilities shall be limited to normal daylight and evening hours, unless permitted in writing by the Recreational Committee (as hereinafter defined) and shall not unduly disturb the use and enjoyment of any other Owner of his residential property.

(3) There shall be no industry, business, trade or commercial activities conducted or allowed in the Common Area or on the Common Facilities.

(4) The Owners shall abide by all rules and regulations promulgated from time to time by the Association or the Recreational Committee in connection with the Common Area and Common Facilities.

(5) The Owners shall abide by the terms and conditions of the Easement Agreement in connection with the use of the Easement Parcel and the Common Facilities located thereon.

(b) Easements granted for Utilities

(1) The Association may grant non-exclusive easements in the Common Area for the construction, installation, repair, replacement of gas, electric, telephone, television and any other utility lines or facilities for the purpose of providing those services to the Lots, Common Area and Common Facilities at such locations and at such times as may be approved by the Board of Directors of the Association. The location of any such easements may be changed by the Association, in its sole discretion, provided that such change does not substantially interfere with the improvements located on the Common Area, other than the roads and walkways, if any.

(c) Easements granted by Owners. The Owners hereby grant to the Association the right to grant non-exclusive easements on, over, or across the side, front, and back lot lines of each Owner's Lot, for the construction, installation, repair, replacement of gas, electric, telephone, television and any other utility lines, water lines or facilities for the purpose of providing those services to the Lots, Common Area and/or Common Facilities, provided that the granting of such easements shall not interfere with the improvements located on each such Lot.

(d) Service to Common Area. Upon a determination by the Board of Directors that water, electricity or other utility must be taken from any Lot for the benefit of the Common Area, the Association shall have the right to take any such utility from said Lot for the benefit of the Common Area; provided, however that if such utility is not separately metered, the Association and the Owner of the affected Lot shall agree on a reasonable method and amount of compensation payable therefor by the Association to the Owner. In the event that the parties cannot agree on a reasonable method and amount of compensation, each party shall choose one arbitrator and the two (2) arbitrators shall choose a third arbitrator and the decision of a majority of all arbitrators shall be final and conclusive on the method and amount of compensation to be paid.

#### Section 4. Limitations on the Rights of Owners.

(a) Mortgages and Security Interests. The Association shall have the right to grant mortgages on or security interests in the Common Area of Common Facilities and any and all mortgages and security interests now or hereafter granted by the Association in the Common Area and Common Facilities shall be subject and subordinate to the rights of the Owners hereunder, subject to the terms and conditions of the Easement Agreement; provided, however, that the Association shall have the right to take such steps in connection with such property to protect the Common Area and Common Facilities from foreclosure.

(b) Suspension of Rights. The Association shall have the right, as provided in its Articles, By-Laws and in this Declaration, to suspend the voting rights and Enjoyment Rights of any Member for any period during which any assessments remain unpaid. The Association shall also have the right to suspend the Enjoyment Rights of a Lot Owner for any period not to exceed thirty (30) days for any infraction of its published rules and regulations. Said Enjoyment Rights shall be reinstated at the end of such thirty (30) day period so long as the infraction has been cured within such time period. In addition, the Association shall have the right to impose a fine not to exceed twenty-five Dollars (\$25.00) for each infraction of its published rules and regulations, each day during which such infractions exist being deemed a separate and distinct infraction; provided, however, that nothing contained in this Section 4 (b) shall be deemed to deny an Owner access to and from his or her Lot located in Archer Park Subdivision.

(c) Admission Fees. The Association shall have the right to charge reasonable admission and other fees to Members for the use of the Common Area and/or Common Facilities.

(d) Dedication. The Association shall have the right to dedicate or transfer all or any part of the Common Area or Common Facilities (other than rights under the Easement Agreement) to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. Except for the installation of utilities pursuant to the easements created by Section 3 (b) and Section 4 (e) hereof, no such dedication or transfer shall be effective unless an

instrument has been recorded and signed by Members entitled to cast three-fourths (3/4) of the votes entitled to be cast by the membership agreeing to such dedication or transfer, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

(e) Easements. The Association shall have the right to dedicate or grant utility and drainage easements to install sewer, water, gas, electric and telephone lines, transformers, towers, poles, lighting fixtures, pipes, cable television wires or lines, conduits, cables wires, drainage channel and other utility facilities, including the right of access thereto for the purpose of construction, installing, repairing, maintaining, altering and modifying any such facilities.

(f) Rules and Regulations. The Association shall have the right to adopt rules and regulations not inconsistent herewith concerning the use of the Common Area and Common Facilities, such rules and regulations to be promulgated and amended in accordance with the By-Laws of the Association.

Section 5. Family and Guests. An Owner's right to the use and enjoyment of the Common Area and Common Facilities shall also extend to all members of the Owner's family who reside in his home and to his occasional guests and lessees so long as such use is in accordance with the terms and conditions of this Declaration and any rules and regulations promulgated by the Association.

#### ARTICLE IV

#### INSURANCE

Section 1. Insurance on Association Property. The Association shall maintain insurance covering all insurable improvements located or constructed upon the Common Area or Common Facilities. The Association shall maintain the following types of insurance to the extent that such insurance is reasonably available, considering the availability, cost and risk and coverage provided by such insurance, and said insurance coverage shall be paid by the Association as a Common Expense.

Section 2. Property Insurance. A policy of property insurance covering all insurable improvements located on the Common Area or Common Facilities, except for land, foundation, excavation and other matters normally excluded from coverage.

(a) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement; and

(b) such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard risk endorsement, where such is available.

Section 3. Public Liability Insurance. A comprehensive policy of public liability insurance covering all of the Common Area, Common Facilities, and any other property owned by the Association, insuring the Association in an amount not less than \$1,000,000 covering bodily injury, including death of persons, personal injury and property damage liability arising out of a single occurrence.

Section 4. Fidelity Insurance or Bond. A policy providing comprehensive fidelity coverage or fidelity bonds to protect against dishonest acts on the part of officers, directors, trustees and employees of the Association and all others who handle or are responsible for handling funds of the Association,

Section 5. Other Risks. In addition, the Association may obtain insurance against such other risks of similar or dissimilar nature as it shall deem appropriate, to the extent that such coverage is reasonably available, including but not limited to, personal liability insurance to protect directors and officers of the Association from personal liability in relation to their duties and responsibilities in acting as directors and officers on behalf of the Association.

Section 6. Deductibles. No policy of insurance in which the Association or its designee is the beneficiary shall include a deductible clause in an amount greater than \$500.00 or 1% of the face amount of the policy. After notice and the opportunity for hearing, the Association may determine that a loss, either in the form of a deductible to be paid by the Association or an uninsured loss, resulted from the act or negligence of a Lot Owner. Upon said determination by the Association, any said loss or portion thereof may be assessed to the Owner in question and the Association may collect the amount from said Lot Owner in the same manner as any annual assessment.

## ARTICLE V

### LAND USE, BUILDINGS, AND IMPROVEMENTS

Section 1. Land Use. Unless otherwise provided by this Declaration or designated on the Plat Map, all Lots in the development shall be used for single family residential purposes only.

Section 2. Site Improvements, Clearance.

(a) Improvements. An Owner proposing to make improvements on any Lot or Lots within the Archer Park Subdivision shall conform to the requirements of Article VII hereof.

(b) Clearance. An Owner proposing to fell or remove existing trees over six (6) inches in diameter on a Lot or Lots, whether improved or not, shall submit a site plan showing the proposed changes, and receive the express written approval of the Association prior to commencing the proposed work.

Section 3. Lot Size and Division. No Lot shall be consolidated, divided or redivided, except as pursuant to Section 4 of this Article.

Section 4. Lot Aggregation. Whenever contiguous Lots or additional land from a contiguous site in the Archer Park Property shall be owned by the same person, and such person shall desire to use more than one Lot as a consolidated site for a single dwelling house, the Owner shall apply to the Architectural Control Committee (as hereinafter defined) for permission to depart from the setback requirements along the internal lot lines of the consolidated site. If the required written permission for such use is granted, and a building is built in departure from the original setback requirements, the Lots constituting the consolidated site shall be treated as a single Lot for the purpose of the right to vote, but shall be treated for purposes of the assessments as separate and individual Lots, as if no consolidation had occurred.

The foregoing notwithstanding, if the Board of Directors determines that any costs included in any annual assessment are reduced (or, in the judgment of the Board, are less than they would otherwise have been) as the direct result of the consolidation of any Lots, and that a full assessment against each Lot in a consolidated site would accordingly be unreasonable or unfair, then the Board of Directors may reduce the aggregate assessment levied against consolidated Lots in direct relation to the cost savings attributable to such consolidation.

Section 5. Permitted Buildings.

(a) Single Family. Construction on all Lots shall be limited to single family residence and certain garage or auxiliary buildings.

(b) Mobile Homes. Mobile homes are not permitted.

(c) Garage. Garages attached to residences shall have a maximum of 1,000 square feet of floor area. A primary garage may be erected and maintained on each Lot as a detached auxiliary building where no garage has been attached to the dwelling house. Such primary garage shall have a maximum of 1,000 square feet in floor area.

(d) Auxiliary Buildings. A secondary garage or auxiliary building may be erected and maintained on each Lot where the dwelling house has an attached garage, or where a primary garage is permitted because the dwelling house does not have an attached garage. Such secondary garage or auxiliary building shall have a maximum floor area of 720 square feet.

(e) External Appearance. Primary garages, where permitted, and secondary garages or auxiliary buildings shall conform in external appearance to the dwelling house and shall not be erected prior to completion of the exterior of the dwelling house. Such garages and auxiliary buildings shall conform to the setbacks in Sections 6 and 7 of this Article.

(f) Porches, Sundecks, Appurtenant Structures. The Architectural Control Committee may exempt porches, sun decks and the like from the operation of this rule if the design of the dwelling house or the topography of the Lot makes such exemption desirable. Deck and porch supports and similar exposed structural members must conform in design and appearance to the main structure and be acceptable to the Architectural Control Committee.

Section 6. Dwelling Site.

(a) Size Limitation. No dwelling house shall be erected or maintained on a Lot unless such dwelling house:

(1) has a floor area of 750 square feet, or more; provided, however, that the Committee may approve a dwelling of lesser square footage based on a unique or unusual architectural design, or

(2) has a minimum width of 24 feet (unless the Architectural Control Committee shall approve in writing a deviation from such width limitation with respect to that particular dwelling house).

(b) Side Setback. Porches, sundecks, basements, attics, attached garages, breezeways, carports, crawl-spaces and the like shall be excluded from the calculation of ground floor or living space, as the case may be. No auxiliary structure, other than a primary detached garage, may temporarily or permanently exist within twenty-five (25) feet of the side Lot line, unless approved in writing by the Architectural Control Committee.

Section 7. Placement of Buildings. The following setback requirements shall govern the placement of buildings on Lots: No building, porch or projection shall be erected or maintained on any Lot closer than 2 feet from the rear (lake side) property line, nor closer than 10 feet from any side property line, nor closer than twenty-five (25) feet from the front (street side) property line.

Section 8. Driveways.

(a) Common Driveway. The driveway serving each Lot will be laid out within a fifteen (15) foot wide deeded driveway easement, lying along a portion of the common Lot line of certain contiguous pairs of Lots.

(b) Length. The common driveway shall penetrate each Lot a minimum distance of thirty (30) feet from the front (street side) Lot line, as measured along the common Lot line.

(c) Side Setback: Requirement for First One Hundred (100) Feet from Rear Lot Line. No driveway shall be placed closer than twenty (20) feet to any side Lot line within the first one hundred (100) feet as measured from the rear Lot line.

(d) Front Lot Line/Entrance. No driveway or other vehicle entry may be constructed or maintained across the front property line except in the fifteen (15) foot driveway. However, upon an Owner's showing of hardship or other unusual circumstances and upon the passage of three (3) year from the date of initial occupancy, the Board of Directors may grant a variance from this provision.

(e) Driveway Surface. Driveways shall be constructed with gravel, bituminous or concrete surfaces; provided, however, that the affected Lot Owners may agree to a different surface so long as such Owners receive the prior written approval of the Architectural Control Committee.

Section 9. Completion of Construction.

(a) Exterior Building. All building exteriors, including application of exterior color, shall be completed within six (6) months from the date construction begins.

(b) Roofing. All buildings must be roofed with a dark colored roofing material or cedar shingles or shakes.

(c) Materials. All exterior materials and finishes must be approved by the Architectural Control Committee.

(d) Design. All plans and specifications and modifications thereof must be approved by the Architectural Control Committee.

(e) Landscaping. The Architectural Control Committee may require the submittal and approval of a landscape plan for all or a portion of each Lot at the time of the submittal of the plans and specifications for such Lot.

(f) Lighting. If the Architectural Control Committee deems such requirement advisable as part of a comprehensive lighting plan, such Committee may require as a condition to its approval of improvements upon any Lot, that the Owners of a Lot install and operate one exterior light in the vicinity of the front Lot line of each Lot.

Section 10. Signs, Fences and Sundry Structures.

(a) Signs. No signs or entry markers other than a sign identifying the property and/or a "For Sale" sign shall be displayed on any Lot.

(b) Size/Appearance. Identification signs shall not exceed two (2) square feet in size and shall be constructed of natural materials and/or finished in natural colors. Identification signs shall conform with the overall Association signage plan approved by the Architectural Control Committee.

(c) "For Sale" Signs. "For Sale" signs not exceeding six (6) square feet in size shall be displayed under the supervisions of the Architectural Control Committee.

(d) Fuel Tanks. Every tank for the storage of fuel that is installed outside any building on any Lot shall be either buried below the surface of the ground, or painted or screened by fencing or shrubbery to the satisfaction of the Architectural Control Committee.

(e) Fences. Boundary fences on individual properties shall be subject to the approval of the Architectural Control Committee pursuant to the provisions of Article VII hereof.

Section 11. Surface Drainage, Sanitary Facilities, Nuisances.



(a) Surface Drainage. The natural surface drainage patterns of any Lot shall not be changed by grading, damming, filling or installing of conduits, except with the permission of the Architectural Control Committee.

(b) Toilet Facilities. No outdoor toilet shall be erected or maintained on any Lot.

Section 12. Protective Maintenance of Lots.

(a) Responsibility. Every Owner shall have the responsibility of maintaining his or her Lot so as to prevent surface erosion, growth of noxious weeds, fire hazards, improper operation or condition of wells and sewage disposal systems, and the like.

(b) Rights of the Association. In the event that an Owner shall fail to exercise the responsibilities outlined above, the Association, upon five (5) days' written notice to such Owner, shall have the right to enter upon said Lot through its agents or employees and abate any of the above conditions. The cost of any such action shall be paid by the Owner within fifteen (15) days of Owner's receipt of written notice setting forth the amount of such costs. If such costs are not paid within such fifteen (15) day period, then such costs shall accrue interest at an interest rate equal to the lesser of (i) two percent (2%) in excess of the prime rate as such rate is announced from time to time by First Wisconsin National Bank of Milwaukee, Milwaukee, Wisconsin or a successor thereof at its principal place of business, or (ii) the maximum rate of interest then permitted by applicable usury laws and all such costs, interest, collection fees, reasonable attorneys' fees and other costs incurred in connection therewith shall be deemed a part of such Owner's current annual assessment and shall be a lien on such Owner's Lot.

ARTICLE VI

DOCKS, WATERCRAFT STORAGE, AND SWIMMING AREA

Section I. Docks.

(a) Each lot owner, by the nature of his or her lot ownership, has the right to have a slip at an Association dock. This right will be known as the "right of slip availability" and shall be exercised according to these rules of operation as such rules are amended from time to time and in accordance with the Easement Agreement.

(b) In order to exercise his or her "right of slip availability" for any boating season, a lot owner shall enter into a contract with the Association.

(c) All placement, removal, storage and maintenance of docks shall be the responsibility of the Association.

(d) The Slip Contract for each boating season shall be prepared and distributed to the lot owners not later than January 1<sup>st</sup> of the year in question. The lot owners must return the executed contract to the Association by February 1<sup>st</sup> of the year in question. Date of receipt of the properly executed contracts will determine priorities for slip and dock location.

(e) All lot owners, whether or not they have exercised their "right of slip availability," shall have access to the Association docks.

(f) The lessee of a slip is granted the exclusive right to use that slip for the period of the Contract, and no other person is authorized to use it except with the express permission of the lessee.

(g) The Slip Contract shall provide for the siting, arrangement, placement, removal, maintenance, operation and appearance of privately owned boat lifts.

(h) The tie-up slips provided by the Association are intended as a convenience to guests and owners. Moorage at the tie-up slips shall be for brief periods of time only. Because damage to docks may occur, no boat shall be tied to docks overnight or on windy days.

(i) Nothing herein shall prohibit the Association from contracting with lot owners for more than one slip during a boating season, provided however that it is not otherwise prevented from doing so and that all other lot owners have been accorded their rights and privileges under the Association documents.

(j) A lot owner who has contracted for a slip may sublet his slip to another lot owner, with the prior written approval of the Association. Lot owners may not sublet or assign their contract rights in a slip to anyone other than another lot owner.

(k) Flammable liquids may not be stored on the docks, finger piers, or beach.

(l) No storage of any thing, object or device may take place on the docks or finger piers. No device, attachment or object, except for those specifically authorized by these rules, or the Declaration of Covenants, Conditions and Restrictions shall be attached to the docks or finger piers.

(m) There shall be no diving from the docks, finger piers, boat lifts, or the watercraft attached thereto.

(n) Fishing may be permitted from the docks and finger piers provided, however, that it shall be done in a manner that does not interfere with the reasonable operation of watercraft.

(o) Boats, including pontoons, may be moored, parked or temporarily stored for brief periods of time in designated areas on the beach.

#### Section 2. Canoe Racks.

(a) The association will provide canoe racks on the beach for use by the lot owners. All storage of canoes, sail-boards, kayaks and similar non-motorized craft shall be in or on these racks in the approved manner.

(b) One space in a canoe racks may be reserved free of charge by each lot owner who shall indicate his or her desire to reserve a space in a writing to the Association by April 1<sup>st</sup> of each year. Date of receipt of notice will determine priority for a space in the canoe rack.

Section 3. Swimming Beach. The Association may designate, from time to time, certain parts of the beach area to be reserved for swimming, and may designate, identify and regulate this area through its rules of operation and in accordance with the provisions of the Easement Agreement.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Architectural Control Committee. The Architectural Control Committee shall be composed of three (3) or more representatives appointed by the Board of Directors of the Association, one of whom shall be a member of the Board of Directors of the Association, and at least two of whom shall be Members of the Association.

Section 2. Construction/Modification of Improvements. No building, fence, wall, patio or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration thereof be made, until the plans and specifications showing the nature, kind, shape, heights, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee.

Section 3. Submittal Requirements. Lot Owners must submit to the Architectural Control Committee a site plan, landscape plan and building plans and specifications, including all building elevations, drawn to scale for all principal and auxiliary buildings to be erected on a Lot within Archer Park Subdivision, and must receive the approval of that Committee in writing prior to commencing construction, excavation, grading or clearing. Building plans must include specifications as to the exterior materials, finishes and/or colors, including roofing, siding, brick, stone, trim, foundation, and shall include a schedule of window sizes and types.

Section 4. Secondary/Appurtenant Structures or Modifications. After completion of construction of the initial living unit, no building, porch, fence, wall, patio, kennel, mail box or other structure shall be commenced, erected, placed or maintained upon any Lot, nor shall any exterior addition to or change or alteration of principal or auxiliary structures thereon be made, until the plans and specifications showing the nature, kind, shape, heights, materials and locations of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee.

Section 5. Effect of Approval. Upon approval of the building plans, site plan, specifications and landscape plan to the Architectural Control Committee and upon receipt of all necessary municipal or other governmental approvals, consents and permits, construction in accordance with said plans and specifications may commence, such construction to be substantially completed within six (6) months after the last such approval has been given.

Section 6. Failure to Act. In the event the Architectural Control Committee fails to approve or disapprove such design and locations within forty-five (45) days after said plans and

specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such structure or the making of such alterations or to require the removal thereof has been commenced before one (1) year of the date of completion thereof, no right shall exist to enforce those covenants insofar as they require such approval.

Section 7. Authority to Act. The Architectural Control Committee may appoint in writing one member of such committee who shall have the authority to approve the construction of improvements set forth in this Article VII.

## ARTICLE VIII

### USE RESTRICTIONS

Section 1. Land Use. No Lot shall be used except for residential purposes. Lots shall not be used for business purposes of any type whatsoever.

Section 2. Nuisances. No illegal, noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 3. Noise. Noise that unduly disturbs others in their enjoyment of their lot, residence, or use of common area or easement is prohibited.

Section 4. Hiking Trails. All parts of the Common Area including, but not limited to, walking or hiking trails, shall be exclusively for pedestrian use. The use of motorized or wheeled vehicles in the common area is absolutely prohibited.

Section 5. Motorized Vehicles. Motorized Vehicles shall be operated solely on public rights-of-way or driveways within the Archer Park property. Motorized vehicles may not be operated across side or rear lot lines. Within the Archer Park property, motorized vehicles shall be operated so as to not unduly disturb the enjoyment of other owners.

### Section 6. Pets, Livestock and Poultry.

(a) Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on Archer Park Property except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

(b) Quantity. All other provisions of these rules and the Declaration of Covenants, Conditions and Restrictions notwithstanding, no Lot Owner shall at any time keep, house or maintain on his or her Lot more than two domestic dogs and two domestic cats.

(c) Ordinances. The ordinances and lawfully adopted regulations of the Town of Rome and Adams County regarding pet and domestic animal control will be the basis for the policy of the Association.

(d) Leash/Kennel. Pets shall be kept restrained within the Lot of the Owner, either by leash or in a kennel or other enclosure.

(e) Disturbance. Pets may not be allowed to create undue noise or cause other disturbance of the right of enjoyment of the other Owners.

Section 7. Garbage and Refuse Disposal. No Lot or portion thereof shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and no exterior burning of household refuse shall be done except in such areas as may be designated by the Architectural Control Committee. All incinerators or other equipment for the storage or disposal of such materials shall be kept within the garage forming a part of a living unit unless otherwise designated by the Architectural Control Committee.

Section 8. Prohibited Structures. No structures of a temporary character, including, but not limited to, trailers, basements, tents, shacks, garages, boat, houses, barns or other out-buildings shall be used on any Lot at any time as a residence either temporarily or permanently.

Section 9. Storage.

(a) Lot owners may have one neatly maintained trailer on their property. This may be a utility trailer or a trailer used for transporting recreational equipment, such as a boat, snowmobiles, jet skis, etc. The trailer may also include the recreational equipment for which it was made. The placement of the trailer shall be done in a manner as not to adversely impact adjacent lots. Permission to have a second trailer or recreational device on your property for a 10-day period of time for maintenance or repairs may be granted by the Board of Directors.

(b) Lot owners shall make all reasonable efforts to store boats, snowmobiles, other equipment, and trailers in a garage or auxiliary building.

(c) Storage of wheeled vehicles, other than a utility trailer or a trailer used for recreational equipment, whether motorized or not, shall not be permitted outside of garages or auxiliary buildings.

Section 10. Sewer Facilities. The sewage disposal facilities serving the Archer Park Property shall be limited to those approved by the appropriate government agency.

Section 11. Audio and Video System.

(a) System. There shall be a common system to receive and distribute broadcast audio and video signals.

(b) Exterior Systems. Exterior antennas, other than small satellite dishes are prohibited.

(c) The distribution system will, by means of underground cable, deliver an operable audio and video signal to each lot. Connections to the common system shall be by means of underground cable and according to the standards of the Association, as expressed herein.

(d) The cost and the maintenance of the antenna system, including the underground delivery to each lot, shall be paid by the Association. The cost and maintenance of the satellite system, including programming cost, shall be paid by the subscribers. The premium rate as well as rules and regulations pertaining to the use of the video system shall be established by the Archer Park Board of Directors.

## ARTICLE IX

### RIGHTS OF FIRST MORTGAGEES

Section 1. Overriding Provisions. The provisions of this Article take precedence over any other conflicting provisions of this Declaration.

Section 2. Notice of Default. A first mortgagee of a Lot, upon request, is entitled to written notification from the Association of any default in the performance by the Owner of any obligation under the Declaration, By-Laws or Articles of Incorporation which is not cured within sixty (60) days.

Section 3. Liability for Unpaid Assessments. Any first mortgagee of a Lot who obtains title to a Lot pursuant to the remedies provided in the mortgage or by foreclosure of the mortgage shall not be liable for the unpaid assessments of the Lot which accrue prior to the acquisition of title to such Lot by the mortgagee. The foregoing notwithstanding, however, the lien for assessments which resulted from the failure of the Lot Owner to pay his or her portion of any taxes, real or personal, which are levied against the Common Area or Common Facilities shall be superior to the lien of any first mortgage hereafter placed on a Lot.

Section 4. Inspection of Insurance Policy. A copy of each insurance policy obtained by the Association shall be made available for inspection for Lot Owners at reasonable times.

Section 5. Examination of Books and Records. First mortgagees shall have the right to examine the books and records of the Association.

Section 6. Priority of First Mortgages. No provision of the Declaration or By-Laws shall be construed as giving to the Owner or to any other party priority over any rights of first mortgagees of Lots pursuant to their mortgages in the case of a distribution of insurance proceeds or condemnation awards for losses to or a taking of Common Area.

## ARTICLE X

### OWNERS' INSURANCE

Owners shall carry, maintain and timely pay the premium or premiums on a policy of fire, extended coverage, vandalism and malicious mischief, with all risk endorsement insurance on the improvements located on their Lots. Said insurance shall cover a minimum of the entire replacement cost of the improvements on such Lots.

ARTICLE XI

USE OF TENNIS COURT, BASKETBALL COURT, VOLLEYBALL COURT, AND PLAY AREA

- (a) The use should be accorded equally to all residents who desire to use it for the purpose intended.
- (b) The Recreation Committee shall determine whether a system of reservations is desired and workable. Any such system shall be approved by the Board of Directors for inclusion in the rules of operation.
- (c) Users shall be responsible for removing all debris from the area.
- (d) Users shall limit their usage to segments of one (1) hour duration and, if at that time another lot owner or authorized guest is present, ready to play and indicates a desire to use the court, the players in possession shall yield the courts.
- (e) These rules, and such other as may from time to time be officially adopted, shall be posted at all times at the area.
- (f) The use of the court shall be limited to the game intended. Lot owners wishing to use the court for any activity other than the game intended shall be required to get the expressed written permission of the Board of Directors.
- (g) Play shall be guided by the rules and customary courtesies.
- (h) Rough or dangerous behavior such as might endanger the safety of persons or the facilities, whether by players or spectators, lot owners or guests is prohibited.
- (i) Activities that will damage the surface of the tennis and basketball courts, such as roller skating or skate boarding are prohibited.
- (j) Use is permitted during normal daylight hours. Any exception will require the expressed written approval of the Board of Directors.
- (k) No pets or other animals are permitted on the courts and play area. Bicycles, motorized vehicles of any sort, self propelled model aircraft or rockets are prohibited.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. 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. 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 2. Rules and Regulations. The Association shall have the power to adopt reasonable rules and regulations governing the use of the Lots and of the Common Area, and the Common Facilities, which rules shall be consistent with the rights and duties established in this Declaration and shall supersede any conflicting rules. These shall include, without limitation, regulations relating to use of parking, storage (of vehicles or other property) and posting of signs. Any such regulation or rule shall be adopted in accordance with the By-Laws.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

Section 5. Amendment. The covenants and restrictions of this Declaration may be amended by not less than seventy-five percent (75%) of the total votes of the membership. Any amendment must be recorded.

Section 6. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postpaid to the last known address of the person who appears as Member or Owner on the records of the Association at the time of the mailing.

Section 7. Arbitration. Any controversy relating to the interpretation or enforcement of this Declaration shall be submitted to arbitration according to the rules of the American Arbitration Association for final settlement.

Section 8. Recording of Consents/Approvals. Whenever this Declaration requires the consents or approvals of the Owners or of the first mortgagees of Archer Park Property, such consents or approvals shall be in writing and shall be recorded in the Office of the Register of Deeds for Adams County.



ARTICLE XIII

LEASING

A Lot Owner may lease or sublease his or her Lot (including, for this purpose, any improvement thereto) at any time and from time to time provided that:

(a) No Lot shall be subject to or used by any leased or subleased arrangement that would entail weekend, weekly, or any other type of revolving or periodic occupancy of less than 30 days.

(b) No Lot may be leased or subleased or offered for lodging in any commercial manner, including but not limited to, as a lodge, motel, hotel, bed and breakfast or any similar operation or transient purpose.

(c) No Lot may be leased or subleased without a written lease or sublease.

(d) A copy of such lease or sublease shall be furnished to the Board of Directors or the Secretary of the Association within seven (7) days after execution thereof; and

(e) The right of any lessee or sublessee of the Lot shall be subject to, and each such lessee or sublessee shall be bound by, the covenants, conditions, and restrictions set forth in the Declaration, By-Laws and Rules and Regulations and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Lot to pay any assessments on behalf of the Owner of that Lot.

## EASEMENT AGREEMENT

THIS THIRD REVISED AND RESTATED EASEMENT AGREEMENT dated this 13th day of August, 2001 by and between WISCONSIN RIVER POWER COMPANY (hereinafter referred to as the "Grantor") and ARCHER PARK COMMUNITY ASSOCIATION, LTD., a non stock, non profit corporation (hereinafter referred to as the "Association") hereby revises and restates that certain Revised and Restated Easement Agreement of the second revision dated April 9, 1992 by and between Grantor and the Association and recorded in the Office of the Register of Deeds for Adams County, Wisconsin on April 21, 1992 in Volume 777 at pages 62-65.

## RECITALS

A. Pursuant to that certain Declaration of Covenants, Conditions and Restrictions of Archer Park Subdivision dated December 3, 1986 (the "Original Declaration"), Grantor, as declarant, caused to be subjected to the terms of the Original Declaration certain real property and any and all improvements thereon located in the Town of Rome, Adams County, Wisconsin, and more particularly described and illustrated in Exhibit A attached hereto (the "Archer Park Subdivision").

B. Pursuant to the Revised and Restated Declaration of Covenants, Conditions and Restrictions of the Archer Park Property dated January 14, 1987 (the "Declaration"), Grantor, as declarant, revised and restated the Original Declaration and caused to be subjected thereto certain additional real property and any and all improvements thereon, which property is also located in the Town of Rome, Adams County, Wisconsin and is more particularly described and illustrated in Exhibit B attached hereto (the "Archer Park North Addition").

C. Pursuant to the First Supplementary Declaration of Covenants, Conditions and Restrictions for Archer Park Community Association, Inc. dated August 7, 1987 (the "Supplementary Declaration"), Grantor, as Declarant, amended the Declaration and caused to be subjected thereto certain additional real property and any and all improvements thereon, which property is also located in the Town of Rome, Adams County, Wisconsin and is more particularly described and illustrated in Exhibit C attached hereto (the "Archer Park South Addition", and, collectively, with the Archer Park Subdivision and the Archer Park North Addition, the "Archer Park Property").

D. Grantor is the owner of a certain strip of real property located along the shoreline of the Petenwell Flowage, adjacent to the Archer Park Property and more particularly described in Exhibit D attached hereto (the "Easement Strip"). The Easement Strip lies within the boundary of a hydroelectric project known as Federal Energy Regulatory Commission ("FERC") Project #1984 (the "Project") and is subject to terms and conditions of the FERC license held by Grantor for the Project.

E. The Association is a non-stock, non-profit corporation. Membership in the Association is mandatory for every person or entity who is a beneficial owner of a fee or undivided fee interest in any part of the Archer Park Property, including contract buyers, but excluding those persons or entities who hold an interest merely as security for the performance of an obligation. Membership is appurtenant to and may not be separated from ownership of any part of the Archer Park Property, which is subject to assessment, by the Association.

F. It is the desire of Grantor to grant an easement on, over and across the Easement Strip to the Association, and it is the desire of the Association to accept such grant of easement, in accordance with the terms and conditions herein contained.

G. The grantor has authority under its FERC license and applicable laws and regulations to grant the easement in accordance with the terms and conditions set forth herein.

NOW THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IT IS AGREED:

1. Grantor hereby grants and conveys to the Association a permanent and perpetual easement for pedestrian and permitted recreational uses on, over and across the entire Easement Strip (the "Easement"); provided, however that this easement shall be solely for pedestrian and permitted recreational uses and the Association shall have no rights to construct or place any improvements on the Easement Strip, whatsoever, except in accordance with the terms and conditions of this Easement Agreement.

2. Subject to the non-exclusive easement described in paragraph 3 below, the Association is granted the exclusive right to use the Easement Strip for recreational and pedestrian purposes. Recreational use of the Easement Strip is hereby restricted to the following activities: swimming, boat launching and storage in locations indicated in Exhibit D, hiking, picnicking, and fishing. The Easement Strip may not be used for any other purpose without the consent of the Grantor, which consent may be withheld for any reason whatsoever.

3. The public shall have the right to use the Easement Strip for pedestrian purposes, and to fish from the shoreline of the Easement Strip at locations 100 feet or more from any permitted piers or docks owned by the Association, and to that extent this Easement shall be a non-exclusive easement; provided, however, that if Grantor or any successor, as the licensee of the Project, shall no longer be obligated to provide public access over and across the Easement Strip, then the right of the public to use the Easement Strip shall terminate and this paragraph shall have no further force or effect.

4. It is further understood and agree by the parties hereto that Grantor or its successor, as licensee of the Project, shall have the right to take all action as Grantor may, in its reasonable discretion, deem necessary with respect to the Easement Strip in order to conduct the operations of Project 1984 or otherwise to maintain its licensee status in good standing with the FERC.

5. The Association, its members, employees, agents, licensees and invitees shall not construct or place any improvements of any type, whatsoever, on the Easement Strip without the prior written consent of Grantor, which consent may be withheld for any reason, whatsoever. The construction, operation, use, and maintenance of any permitted improvements shall not materially detract from the scenic, recreational and environmental resources of the remaining Project lands and waters. Any modifications of improvements must be consented to in writing by Grantor and Grantor may withhold its consent for any reason, whatsoever.

6. It is understood and agreed that any permitted improvements installed on the Easement Strip shall be for the exclusive use of the Association, its members, employees, agents, licensees and invitees. The Association may assess its members collectively or individually for the cost of constructing or maintaining such improvements, but shall not engage in any business or commercial activity with respect thereto (such as renting boat slips to persons not members of the Association) nor permit its members to do so, whether or not for profit. The Association hereby agrees to pay or reimburse Grantor for any real estate or personal property taxes attributable to such improvements.

7. It is further understood and agreed by the parties hereto that the Association, its members, employees, agents, licensees and invitees shall not use the Easement Strip for any form or type of camping. Fires shall be confined to fire rings or enclosures permitted under paragraph 5. Motorized vehicular traffic on, over or across the Easement Strip is absolutely prohibited hereunder, except to facilitate maintenance or construction work by or with the consent of Grantor.

8. It is further understood and agreed by the parties hereto that the Association, its members, employees, agents, licensees and invitees shall not have the right to alter the physical characteristics of the Easement Strip, in any manner, whatsoever, including, but not limited to, the cutting down or planting of trees or other vegetation, or the modification of land elevations, without the prior written consent of Grantor, which consent may be withheld for any reason, whatsoever.

9. The Association, its members, employees, agents, licensees and invitees shall not use the Easement Strip in any manner which could endanger health, create a nuisance or be otherwise incompatible with recreational use of the lands and waters within FERC Licensed Project #1984.

10. The Association shall maintain, repair and/or replace any and all improvements, now or hereafter, located on the Easement Strip and shall maintain the scenic and recreational aesthetics of the Easement Strip. Any such maintenance and repair shall be the sole responsibility of the Association. If the Association shall fail to maintain improvements located on the Easement Strip, or if the Association shall no longer have the legal duty to maintain such improvements or if the Association ceases to exist, then the owners of any fee or undivided fee interest in the Archer Park Property (the "Owners") shall be jointly responsible for the maintenance of such improvements.

11. Grantor hereby covenants to cooperate fully with the Association in securing any permits, approvals or licenses that may now or in the future be required to locate, construct, maintain, repair, and replace the improvements contemplated hereunder and hereby grants permission to the Association to make application for all of the above in Grantor's name.

12. It shall be a default hereunder, if the Association or the Owners shall fail to perform their obligations and duties set forth in this Easement Agreement and such failure shall continue for thirty (30) days after receipt of written notice setting forth such failure; provided, however, that if such failure cannot be cured within such thirty (30) day period, the Association or the Owners shall not be in default hereunder if the Association or the Owners commence to cure such failure within the thirty (30) day period and continue to diligently pursue such cure.

13. Upon the occurrence of a default under this Easement Agreement, Grantor shall have the right to terminate this Easement by the recording of an Affidavit and Declaration of Termination executed by two officers of Grantor stating that the Association (or the Owners, as the case may be) failed to perform its duties and obligations hereunder, that the Grantor sent the written notice of such failure required hereunder, and that such failure was not cured in accordance with the terms and conditions set forth herein and, as a result of such default, the Grantor has thereby terminated the Easement Agreement in accordance with its terms. Upon the recording of the Affidavit and Declaration of Termination, the Association, its members, employees, agents, licensees and invitees shall have no further rights or interests hereunder.

14. Grantor may, but shall not, in any event, be obligated to, make any payment of perform any act hereunder to be made or performed by the Association; provided, however, that no entry by Grantor upon the Easement Strip for such purposes shall constitute or be deemed to be an interference with this Easement; and provided, further, that no such payment or performance by Grantor shall constitute or be deemed to be a waiver or consent to a default by the Association hereunder, or shall prevent Grantor from pursuing any other right or remedy available hereunder, at law or in equity. All sums paid by Grantor and all costs and expenses (including, but not limited to, attorney's fees) incurred by Grantor in connection with any such payment or performance, together with interest thereon at the lesser of (a) the rate per annum equal to two percent (2%) in excess of the Prime Rate, as such rate is announced from time to time by First Wisconsin National Bank of Milwaukee, Wisconsin or successor thereto at its principal place of business or (b) the highest rate permitted by applicable law, shall be due and payable by the Association within twenty one (21) days after the receipt of notice from Grantor setting forth the amounts due and owing pursuant to this Paragraph 14.

15. The rights and privileges granted herein shall accrue to the benefit of, be appurtenant to and run with the Archer Park Property, and the Easement granted herein shall constitute a permanent perpetual encumbrance on the Easement Strip in accordance with the terms and conditions contained herein. The rights, obligations, and privileges hereunder shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

16. Grantor may enforce this instrument by appropriate action and shall it prevail in such litigation, Grantor shall be entitled to recover all of its cost and expenses, including, but not limited to, reasonable attorney's fees.

17. The Association's address for notices is 493 Highland Place, Nekoosa, Wisconsin 54457, and Grantor's address for notices is P.O. Box 325, Necedah, Wisconsin 54494.

Either party may give written notice of change of address to the other party. All notices shall be sent by registered or certified U.S. mail to the addresses provided above and shall be deemed given on the date set forth on the return receipt.

PERMITTED IMPROVEMENTS ON EASEMENT STRIP

The following improvements may be installed and maintained on the Easement Strip in accordance with paragraph 5 of that certain Easement Agreement between WISCONSIN RIVER POWER COMPANY (the "Grantor") and ARCHER PARK COMMUNITY ASSOCIATION, LTD. (the "Association").

1. DOCK CLUSTERS

a. Location and Number

There shall be a maximum of four dock clusters, each of which shall be located within one of the approximately 200' x 200' areas (extended lakeward from the ordinary higher water line) designated on Exhibit D to the Easement Agreement.

b. Size and Use

The size of dock clusters shall be such as to accommodate the reasonable needs of Association members and temporary guests for boat docking, and shall in no event extend beyond the limits of the areas designated on Exhibit D.

c. Archer Park North Cluster

The docking between Lots 5 and 6 is meant to be a convenient tie-up area. However, Wisconsin River Power Company will allow a maximum of six shore stations.

2. BOAT LIFTS

a. Location and Number

The installation of boatlifts or comparable shore stations shall be permissible.

3. BOAT RACKS AND SAIL STORAGE LOCKERS

a. Location and Number

At each dock cluster location, the Association may install a maximum of three boat racks and two storage lockers. Boat racks shall be located on the beach, at the toe of the slope, and shall be positioned parallel to the shoreline. Where possible, trees will be used to screen boat racks from view from the water. Sail storage lockers may be located either at the toe of the slope, or on the shoreward side of the header docks.

b. Type and Size

Each boat rack will be constructed to accommodate between six and eight sailboards, small boats or canoes. Construction shall be of treated lumber with open sides and a cedar-shingled roof. Boat racks shall be no taller than eight feet or longer than twelve feet. Sail storage lockers shall be of wooden construction and shall be no larger than four feet wide and twelve feet long. Boat racks and sail storage lockers shall have natural finishes.

4. SHORE ACCESS STAIRWAYS

a. Location and Number

There shall be a maximum of six stairways leading from the pedestrian trail to the beach. Stairways shall be constructed as closely as possible to common lot lines between Lots 4 and 5, Lots 8 and 9, Lots 12 and 13, Lots 16 and 17, and Lots 20 and 21 of the Archer Park Subdivision, and lots 5 and 6 of Archer Park North.

b. Type and Size

Stairways shall be constructed of treated lumber, shall be four to six feet wide and 20 to 24 feet long, and shall consist of one flight of steps leading from the trail to a landing containing a bench, and a second flight of stairs from the landing to the beach.

5. FIRE RINGS OR ENCLOSURES

a. Location and Number

The Association may install a maximum of 10 fire rings, which shall be distributed at approximately equal intervals along the entire Easement Strip. Fire rings shall be located on the beach wherever possible, and in no event shall fire rings be located on the pedestrian trail.

b. Type and Size

The fire rings shall be circular in shape, and constructed of concrete or steel. The maximum diameter shall be four feet, with sides extended approximately eight inches above ground level.

6. LIGHTING FIXTURESa. Location and Number

One dusk-to-dawn light fixture may be installed at each dock cluster, and small, low voltage landscape lighting fixtures may be installed at each shore access stairway.

b. Type and Size

Dusk-to-dawn fixtures shall be standard dusk-to-dawn outdoor lights, mounted on wooden poles with natural finishes, and extending not more than 15 feet above ground level. Shore access stairway lights shall be standard low voltage outdoor landscape lights, permanently mounted to stairways or adjacent wooden posts, and shall be designed to provide safe night time access to stairways, but shall not be of an intensity or at a height which would provide significant general area lighting. All wiring leading to permitted light fixtures shall be buried, in accordance with applicable electrical codes and regulations.



IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year set forth above.

ARCHER PARK COMMUNITY ASSOCIATION

By: *Jeff Breitzman*  
Name: Jeff Breitzman

Its: President

By: *Diane Gennaro*

Name: Diane Gennaro

Its: Vice President

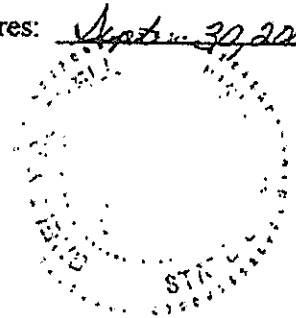
State of Wisconsin

County of Adams

Before me this 11 day of July, 2001, personally appeared Jeff Breitzman and Diane Gennaro respectively, of ARCHER PARK COMMUNITY ASSOCIATION, LTD., who acknowledge that they executed the foregoing instrument on behalf of such Association for the purposes therein contained.

Name: *Shelley Sovell*  
Notary Public, Adams County, Wisconsin

My commission expires: Sept. 30, 2001



WISCONSIN RIVER POWER COMPANY

By: *R. G. Baeten*

Name: R. G. Baeten

Its: Director

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

State of Wisconsin

County of Brown

Before me this 13th day of <sup>*August*</sup>~~July~~, 2001, personally appeared R. G. Baeten and \_\_\_\_\_ respectively, of WISCONSIN RIVER POWER COMPANY, who acknowledge that they executed the foregoing instrument on behalf of such Company for the purpose therein contained.



Name: *Kim M. Michiels* Kim M. Michiels  
Notary Public, Brown County, Wisconsin

My commission expires: 5-16-04

Drafted by: George Holland & Roy Schulz

EXHIBITS TO EASEMENT AGREEMENTEXHIBIT ALEGAL DESCRIPTION ARCHER PARK SUBDIVISION:

The SW1/4-NW1/4 and Government Lot 1, Section 27, T20N, R5E, Town of Rome, Adams County, Wisconsin bounded by the following described line: Commencing at the north 1/4 corner of said Section 27; thence S89°52'00"W, 1687.74 feet to the point of beginning; thence S39°05'E, 163.41 feet; thence southeasterly on a curve to the right, radius 100.00 feet, whose chord bears S37°29'E, 198.67 feet; thence southerly on a curve to the left, radius 50.00 feet, whose chord bears S17°42'W, 47.26 feet; thence S10°30'E, 560.44 feet; thence N88°32'E, 58.97 feet; thence S0°56'00"E, 66.00 feet; thence S88°32'W, 55.81 feet; thence S2°00.E, 356.79 feet; thence S6°12'W, 246.60 feet; thence S17°00'W, 706.24 feet; thence N73°0'W, 269.00 feet; thence N17°00'E, 600.00 feet; thence N9°49'E, 274.56 feet; thence N2°00'W, 300.18 feet; thence N10°30'W, 508.55 feet; thence N22°30'W, 541.20 feet; thence N89°52'00"e, 250.00 feet to the point of beginning.

Lots 1-22 Archer Park Subdivision.

EXHIBITS TO EASEMENT AGREEMENTEXHIBIT BLEGAL DESCRIPTION ARCHER PARK NORTH ADDITION:

A parcel of land located in Government Lot 1, Section 22 and Government Lot 1, Section 27, T20N, R5E, Town of Rome, Adams County, Wisconsin bounded by the following described line: Commencing at the north ¼ corner of said Section 27; thence S89°52'00"W, 1687.74 feet to the point of beginning; thence S89°52'00"W, 250.00 feet; thence N21°54'W, 199.54 feet; thence N12°00'W, 130.00 feet; thence N8°00'E, 148.00 feet; thence N10°30'E, 382.11 feet; thence N4°30'W, 250.58 feet; thence N13°00'W, 260.11 feet; thence N89°40'E, 702.00 feet; thence S0°16'W, 1340.54 feet; thence S0°56'E, 880.00 feet; thence S88°32'W, 58.97 feet; thence N10°30'W, 560.44 feet; thence northerly on a curve to the right, radius 50.00 feet, whose chord bears N17°42'E, 47.26 feet; thence northwesterly on a curve to the left, radius 100.00 feet, whose chord bears N37°29'W, 198.67 feet; thence N39°05'W, 163.41 feet to the point of beginning.

Lots 1-10 & Outlots 1 & 2 Archer Park North Addition.

EXHIBITS TO EASEMENT AGREEMENTEXHIBIT CLEGAL DESCRIPTION ARCHER PARK SOUTH ADDITION:

Beginning at the southwest corner of Archer Park Subdivision; thence S73°00'E, 269.00 feet; thence S17°00'W, 4.04 feet; thence S24°00'W, 450.69 feet; thence S89°57'W, 406.35 feet; thence N34°00'E, 596.58 feet to the point of beginning. Said parcel contains 3.702 acres. All located in the SW1/4-NW1/4, Section 27, T20N, R5E, Town of Rome, Adams County, Wisconsin.

Lots 1-4 Archer Park South.

EXHIBITS TO EASEMENT AGREEMENTEXHIBIT DLEGAL DESCRIPTION OF AREA BETWEEN ARCHER PARK PROPERTY AND LAKE PETENWELL:

A parcel of land located in Government Lot 1 and SW1/4-NW1/4, Section 27, T20N, R5E, Town of Rome, Adams County, Wisconsin lying between the Archer Park Property, the westerly extension of Archer Park South Addition's southern-most boundary to the waters edge, the westerly extension of Archer Park North Addition's northernmost boundary to the waters edge, and the waters edge of Lake Petenwell. Said parcel is about 100 feet wide and about 3500 feet long.

Description of dock areas:

Four areas in Government Lot 1 and SW1/4-NW1/4, Section 27, T20N, R5E, Town of Rome, Adams County, Wisconsin being 200 feet along the shoreline (low water line) located where the center point of the 200 feet along the shoreline is at the westerly extensions of the lot lines between Lots 4-5, Lots 12-13 and Lots 20-21 of the Archer Park Subdivision and Lots 5-6 of Archer Park North.

I, Kathleen Hrdy, the duly authorized and acting Secretary of ARCHER PARK COMMUNITY ASSOCIATION, LTD., hereby certify that, as of the date hereof, the persons and entities whose signatures are set forth above are collectively entitled to cast at least seventy-five percent (75%) of the votes of the membership of Archer Park Community Association, Ltd.

Kathleen Hrdy  
Name: Secretary, Archer Park Community Association, Ltd.

STATE OF Wisconsin )  
COUNTY OF Wood ) SS

Personally came before me this 13<sup>th</sup> day of May, 1993, the Secretary of ARCHER PARK COMMUNITY ASSOCIATION, LTD., to me known to be the person and officer who executed the foregoing instrument and acknowledged the same.

Susan Danne Meyer  
Name: State of Wisconsin  
My Commission:

SUSAN DANNE MEYER  
Notary Public - State of Wisconsin  
My Commission Expires August 7, 1994

This Instrument was drafted by and should be returned to Nicholas J. Brazeau, Brazeau, Potter, Wefel and Nettesheim, 262 W. Grand Avenue, Wisconsin Rapids, Wisconsin 54494.

341813

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NJB:sms:1183s

RECORDING OFFICE ) SS  
ADAMS COUNTY WI )  
RECORDED FOR RECORD  
MAY 13 1993 898  
AT 10:25A AM IN VOL  
OF mR PAGE 75-91  
Alma Thier REGISTER

#4200

SECOND SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
ARCHER PARK COMMUNITY ASSOCIATION, LTD.

THIS SECOND SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ARCHER PARK COMMUNITY ASSOCIATION, LTD. is made as of the 13th day of May, 1993, by the Owners whose signatures appear below, in accordance with the provisions of Article XIV, Section 5 of the Revised And Restated Declaration of Covenants, Conditions and Restrictions For The Archer Park Property. The Revised And Restated Declaration of Covenants, Conditions and Restrictions For The Archer Park Property (hereinafter the "Declaration") was recorded in the Register's office of Adams County, Wisconsin, on January 15, 1987, Volume 322 and 323, pages 83-98 and 1-49. Capitalized terms used herein and not otherwise defined have the meanings given them in the Declaration.

The Declaration is hereby amended as follows:

1. Article IV, Section 4(b) is restated and amended to read in full as follows:

"(b) Suspension of Rights. The Association shall have the right, as provided in its Articles, By-Laws and in this Declaration, to suspend the voting rights and Enjoyment rights of any Member for any period during which any assessments remain unpaid. The Association shall also have the right to suspend the Enjoyment Rights of a Lot Owner for any period not to exceed thirty (30) days for any infraction of its published rules and regulations. Said Enjoyment Rights shall be reinstated at the end of such thirty (30) day period so long as the infraction has been cured within such time period. In addition, the Association shall have the right to impose a fine not to exceed Twenty-Five Dollars (\$25.00) for each infraction of its published rules and regulations, each day during which such infractions exist being deemed a separate and distinct infraction; provided, however, that nothing contained in this Section 4(b) shall be deemed to deny an Owner access to and from his or her Lot located in Archer Park Subdivision."

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2. A new Article XV is added, to read in full as follows:

**"ARTICLE XV  
LEASING**

**Section 15.1. Owner's Right to Lease.** A Lot Owner may lease or sublease his or her Lot (including, for this purpose, any improvements thereto) at any time and from time to time provided that:

- (a) No Lot shall be subject to or used by any leased or subleased arrangement that would entail weekend, weekly, or any other type of revolving or periodic occupancy of less than 30 days.
- (b) No Lot may be leased or subleased or offered for lodging in any commercial manner, including but not limited to, as a lodge, motel, hotel, bed and breakfast or any similar operation or transient purpose.
- (c) No Lot may be leased or subleased without a written lease or sublease.
- (d) A copy of such lease or sublease shall be furnished to the Board of Directors or the Secretary of the Association within seven (7) days after execution thereof; and
- (e) The right of any lessee or sublessee of the Lot shall be subject to, and each such lessee or sublessee shall be bound by, the covenants, conditions, and restrictions set forth in the Declaration, By-Laws and Rules and Regulations and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Lot to pay any assessments on behalf of the Owner of that Lot."

IN WITNESS WHEREOF, the undersigned Owners, being entitled to vote not less than seventy-five (75%) of the total vote of the membership of the Association, have executed this Amendment on the dates set forth opposite each Owner's name on the following counterpart signature pages.

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OWNER(S)

LOT NO.

DATE

Rose Mary Bunk

41

2-5-93











OWNER(S)

LOT NO.

DATE

Walter A. Work 515 Barren Bay #8 3/6/93

Walter A. Work 515 Barren Bay #8 3/8/93

James B. Kaufman 523 Barren Bay Trail #12 3/12/93

John K. Miller 523 Barren Bay Trail #12 3/12/93

David M. Miller 527 Barren Bay Trail #14 3/21/93

John L. O'Rourke 527 Barren Bay Trail #14 3-21-93

Jack L. Dunham 525 Barren Bay Tr #13 3-21-93

Gene W. Tennant 525 Barren Bay Tr #13 3-21-93

Charles L. Adams 511 Barren Bay Tr #6 3-21-93

Harvey A. Swanson 511 Barren Bay Trail #6 3-21-93


OWNER(S)

LOT NO.

DATE

Robert W. Bess, Linda A. Bess 16 1/16/93

THIS SIGNATURE IS PURSUANT TO THE LETTER DATED MARCH 12, 1993  
SECOND SUPPLEMENTARY DECLARATION OF COVENANTS

Table with 4 columns (Owner, Lot No., Date, and a fourth column) and 20 rows. The first row is filled with handwritten text. The remaining rows are empty.

G1

OWNER(S)

LOT NO.

DATE

Phil Schwach

Mary Schwach

8 N

3/15/93

Phil Schwach

Mary Schwach

9 N

3/15/93

Mary Schwach

OWNER(S)

LOT NO.

DATE

Mary Whitson

16

3-15-93

Bob Vobovich

10

3-15-93

2





OWNER(S)

LOT NO.

DATE

Fredrick J. Duda

Susan C. Duda

15

March 27, 1993

3

OWNER(S)

LOT NO.

DATE

*Walter H. Lewis*

20

3/20/93

*Mary Ann Frank*

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OWNER(S)

LOT NO.

DATE

*David J. Bain*

*Robert A. Bailey*

*LOT 1  
SOUTH*

*3-20-93*

