

THIRD AMENDED AND RESTATED  
CONDOMINIUM  
DECLARATION

NAGAWICKA SHORES CONDOMINIUM

4210207

REGISTER OF DEEDS  
WAUKESHA COUNTY, WI  
RECORDED ON

June 02, 2016 04:00 PM  
James R Behrend  
Register of Deeds

54 PGS  
TOTAL FEE:\$30.00  
TRANS FEE:\$0.00

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Name and Return Address:

Lydia J. Chartre, Esq.  
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Milwaukee, WI 53202

(Parcel Identification Number)

230/54

Nagawicka Shores Condominium was created by a Declaration, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin, on the 14<sup>th</sup> day of April, 1987, as Document No. 1415889 (the "Declaration"), as amended on the 13<sup>th</sup> day of May, 2002, as Document No. 2799852, and as further amended on the 13<sup>th</sup> day of May, 2002, as Document No. 2799853;

WHEREAS, Lake Nagawicka Shores Condominium, Inc. (the "Association"), pursuant to the rights reserved in Section 23 of the Declaration, desires to further amend and restate the Declaration as follows:

**THIRD AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
OF  
NAGAWICKA SHORES CONDOMINIUM**

This Declaration is made according to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes ("the Act").

**1. STATEMENT OF DECLARATION.**

The purpose of this Declaration is to submit the lands described in attached Exhibit A and the improvements constructed on those lands to the condominium form of ownership in the manner provided by the Act and this declaration.

The real property described in Exhibit A ("the property") shall be held, sold, conveyed, encumbered, mortgaged, leased, occupied, used, improved and in any and all other respects subject to the provisions, conditions, covenants, restrictions and easements of this Declaration, the Act, the Planned Unit Development Conditional Use Permit (Exhibit B), and the rights of the public, if any, in the property located below the ordinary high water mark of Lake Nagawicka. All provisions of this Declaration shall be deemed to run with the land and shall be binding upon the successors and assigns of the Declarant, and to all parties having an interest of any kind in the property, their heirs, successors and assigns. All provisions of this Declaration shall inure to the benefit of the the unit owners, the Association and those parties having an interest in the property.

**2. DEFINITIONS.**

In this Declaration, unless the context otherwise requires:

(a) "Association" means LAKE NAGAWICKA SHORES CONDOMINIUM, INC., a non-stock, non-profit corporation organized and existing pursuant to

Chapter 181 of the Wisconsin Statutes, its successors and assigns, which is the means through which the condominium unit owners acting as a group shall administer, manage, operate, and control the property.

(b) "Unit" means a part of the condominium intended for any type of individual, private or independent use, including one or more cubicles of air or one or more rooms or enclosed spaces located in the building having outer boundaries as follows:

The boundaries of each unit shall be the interior surfaces of the perimeter walls, floors, and ceilings of the unit. All windows, window frames, skylights, doors, including all glass and locks in windows and doors shall be a part of the unit. Each two-car garage immediately adjacent and appurtenant to each unit shall be a part of the unit.

In the event a unit owner shall, with the approval of the Association's board of directors, add to his unit a structure (such as a porch, fireplace, skylight, etc.) which extends beyond the above-mentioned outer boundaries, such structure shall be included within the definition of "unit". The perimeter boundaries and building plans are shown on the Condominium Plat (Exhibit C). The floor plans are also attached as Exhibit D. A unit shall include all fixtures and improvements including, but not limited to, heating and air-conditioning units, water softeners and water heaters contained in the unit. A unit shall not include the structural elements of the building and any pipes, wires, conduits, flues, shafts, ducts, public utility lines and apparatus within a unit which is part of any system serving more than one unit.

(c) "Unit Owner" means a person, combination of persons, a partnership, a corporation, a trustee or any other legal entity who holds legal title to a condominium unit which is part of the property or who has equitable ownership of a



condominium unit as a land contract vendee, but the definition excludes those having an interest or lien in a condominium unit's security for the performance of an obligation.

(d) "Common Elements" means all of the condominium except its units.

(e) "Limited Common Elements" means those common elements identified in this Declaration or the Condominium Plat as reserved for the exclusive use of one or more but less than all of the unit owners.

(f) "Property" means the real estate together with all buildings and improvements described in Exhibit A.

(g) "Mortgagee" means the holder of any recorded mortgage encumbering one or more units or a land contract vendor.

(h) "Common Expenses and Common Surpluses" means the expenses and surpluses of the Association.

(i) "Majority" or "Majority of the Unit Owners" means the unit owners with more than fifty percent (50%) of the votes assigned to the units in this Declaration.

(j) "Person" means an individual, corporation, partnership, association, trust or other legal entity.

### **3. NAME AND ADDRESS OF CONDOMINIUM.**

The property and all buildings and improvements now and/or hereafter located on the property which shall be known as NAGAWICKA SHORES CONDOMINIUM. The mailing address of NAGAWICKA SHORES CONDOMINIUM is 3617-3834 Nagawicka Shores Drive, Hartland, Wisconsin 53029.



#### **4. DESCRIPTION AND LOCATION OF BUILDINGS AND UNITS.**

NAGAWICKA SHORES CONDOMINIUM ("Condominium") consists of eight (8) buildings on the real estate described in Exhibit A containing a total of thirty-four (34) units. There are several designs for the units. Some are one (1) story ranch units with two bedrooms. Others are two (2) story, two or three bedroom units. Building one includes a basement below ground level. Buildings 2 – 8 have exposed lower levels in lieu of basements. They are frame construction with natural cedar siding and trim, asphalt shingle roofing, and prefinished metal gutters and downspouts.. Each unit has an attached two car-garage. The buildings, units, floor plans, common elements, limited common elements are more fully described in this declaration and the Condominium Plat attached as Exhibit C and the Floor plans for the individual units attached as Exhibit D to this Declaration. Additionally, each unit has an attached deck which is a Limited Common Element for the use of the unit appurtenant to it. The construction details and locations of the various buildings and units may vary from the Condominium Plat and Floor plans.

#### **5. IDENTIFICATION AND MODIFICATION OF UNITS.**

5.1 Identification. The units and buildings are identified by number and letter. Exhibit E (attached to this Declaration) sets forth the address of each unit.

5.2 Modification. A unit owner may make any improvements or alterations within the unit that do not impair the structural integrity or lessen the support of any portion of the condominium. Upon completion of his/her unit, a unit owner may not change the exterior appearance of a unit or any other portion of the condominium without the prior written approval of the Association's board of directors, who may give approval upon such terms and conditions

as it deems appropriate. A copy of the plans for all such work prepared by an engineer licensed to practice in Wisconsin shall be filed with the Association prior to the start of work.

5.3 (Added with Declaration Amendment 1, Doc. No. 2799852) A unit owner who builds a screened in porch would be responsible for its maintenance and repair. He/she would not be allowed to have screens that are bellied or with holes. All framing, doors, and rain gutters attached to the porch would be the responsibility of that unit owner and not of the Association. Screened in porches would be built according to the Association's Master Plan only. No covered or carpeted upper or lower decks would be allowed. The Board of Directors must approve all requests for screened in porches.

## 6. COMMON ELEMENTS.

6.1 Description. The common elements shall consist of all the condominium and all improvements and appurtenances, except the units and the fixtures and equipment located in the units, and shall include, without limitation, the land on which the buildings are located, building exteriors, utility services, public utility lines, water and sewer laterals, outside walls, and the walks, driveways, private roadways, outdoor parking areas, landscaping, the recreation area, piers and gazebo which will be available for the use of the unit owners, unit lessees, their respective families and guests.

6.2 Maintenance. The maintenance and operation of the common elements and limited common elements and associated expense shall be the responsibility of the Association. With respect to snow clearing and salting of sidewalks, however, the unit owner also holds individual responsibility to maintain the areas appurtenant to his/her unit in a safe condition between Association contractor visits.

6.3 Alterations, Improvements and Additions. There shall be no alterations, further improvements or additions to the common elements without the prior written approval by the record unit owners of all the units. Any alteration, addition or improvement of the common elements which does not interfere with the rights of any unit owners, however, shall be permitted if: (a) more than 50% of the record unit owners approve in writing; (b) the unit owners who do not approve are relieved from the cost of such improvement, alteration or addition; (c) there shall be no change in the shares and rights of a unit owner in the common elements which are altered, improved or added to, whether or not the unit owner contributes to the cost; and (d) the share of any cost shall be assessed equally to those unit owners approving the alternatives, additions or improvements.

6.4 Use. The manner of use of the common elements shall be governed by the By-Laws of the Association and the Rules and Regulations as the Association may establish.

## **7. LIMITED COMMON ELEMENTS.**

7.1 Description. A portion of the common elements are designated as limited common elements (LCE) on Exhibit C attached to this declaration. These limited common elements shall be reserved for the exclusive use of one or more but less than all of the unit owners, and include, but shall not be limited to, decks.

7.2 Use. The manner of use of the limited common elements shall be governed by the By-Laws of the Association and the Rules and Regulations established by the Association, and no unit owner shall alter, remove, repair, maintain, decorate, landscape or adorn any limited common element, or permit such, in any manner contrary to the By-Laws or Rules and Regulations. No major or structural changes shall be made by any unit owner to any of the limited common elements without the prior written approval of the Association, which approval



may be given upon such terms and conditions as the Association deems appropriate. A copy of the plans for all such work prepared by an engineer licensed to practice in Wisconsin shall be filed with the Association prior to the start of the work.

#### **8. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.**

Each unit owner shall own an undivided interest in the common elements and limited common elements as a tenant in common with all other unit owners and, except as otherwise limited in the Declaration, shall have the right to use and occupy the Common elements for all purposes incident to the use and occupancy of his/her unit as a place of residence and in accordance with the provisions of Sections 6 and 7, which rights shall be appurtenant to and run with the units.

The percentage of such undivided ownership interest in the common elements and limited common elements pertaining to each unit and its owner for all purposes, including proportionate payment of common expenses, shall be one-thirty-fourth (1/34).

#### **9. PURPOSE OF PROPERTY.**

All buildings, units, common elements and limited common elements are intended for and restricted exclusively to residential housing, parking and recreational facilities for unit owners, their respective families, lessees and/or guests as governed by the terms and conditions contained in this Declaration, the By-Laws and Rules and Regulations of the Association, the Planned Unit Development Conditional Use Permit attached as Exhibit B.

#### **10. ASSOCIATION OF UNIT OWNERS.**

10.1 Powers of Association. The Association shall be incorporated and shall have all of the powers of a non-stock corporation as presently enumerated in the Wisconsin Non-Stock Corporation Law, Chapter 181 of Wisconsin Statutes and all of the powers of an

association, absolute and conditional, as presently enumerated in the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes and as those statutes may be amended from time to time. The Board of Directors of the Association is authorized to establish, and amend from time to time, Rules and Regulations for the use of the building, units, common elements, and the limited common elements in furtherance of the purposes of the condominium and prescribe fines, penalties and/or special assessments for any violation of those Rules and Regulations; provided, however, that all such Rules and Regulations and subsequent amendments shall be approved by not less than two-thirds (2/3) of the votes of the Association before they shall become effective. The Association shall furnish such Rules and Regulations in writing to the unit owners.

10.2 Membership, Duties and Obligations. All unit owners shall be entitled and required to be members of the Association which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the common elements and the limited common elements. Each unit owner and the occupants of the units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration, the By-Laws, the Rules and Regulations of the Association.

10.3 Voting Rights. One (1) vote shall be allowed for each unit regardless of the number of unit owners. If title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which title to the unit is held; however, the unit owners shall designate one (1) person to cast the vote appurtenant to that unit. Voting rights may not be split, and shared membership interests must be voted according to that designation.

10.4 Association Personnel. The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may

hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the condominium. The Association may contract for such services as may be required for the units, the building, the common elements and/or the limited common elements. Any agreement for professional management shall not exceed three (3) years and must provide for termination without cause and without payment of a termination fee upon ninety (90) days written notice.

## **11. REPAIRS AND MAINTENANCE.**

11.1 Individual Units. Each unit owner shall be responsible for keeping the interior of the unit and all of its equipment, fixtures and appurtenances including, but not limited to, pipes, ducts, electrical wiring and conduits, plumbing, heating and air-conditioner units (including any portions located in a limited common element) in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for such maintenance and repair.

11.2 Common Elements and Limited Common Elements. The Association shall be responsible for the management and control of the common elements and the limited common elements and shall cause them to be maintained, repaired and kept in good, clean, attractive, and sanitary condition, order and repair, excepting those items personally owned by the unit owner, which reside in a common or limited common element. Unit owners shall be responsible for the general cleanliness and orderly appearance of the limited common elements appurtenant to their units, including decks and sidewalks

## **12. UNIT OWNER'S RIGHTS WITH RESPECT TO INTERIORS.**

Each unit owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his/her unit and all walls, ceilings, floors and doors within the



boundaries of his/her unit, and to erect partition walls of a non-structural nature, provided that such unit owner shall take no action which in any way will materially change any common walls, except as otherwise provided in this Declaration with reference to relocation of boundaries.

### **13. DESTRUCTION AND RECONSTRUCTION.**

In the event of a partial or total destruction of a unit or units, building or buildings, common elements or limited common elements, they shall be repaired and rebuilt as soon as practicable and substantially with the same design, plan and specifications as originally built, including improvements and betterments. In the event the condominium is damaged or destroyed to an extent more than available insurance proceeds, the condominium shall be subject to an action for partition upon the written consent of the unit owners having seventy-five percent (75%) or more of the votes in the Association. In the event of partition, the net proceeds of insurance shall be considered as one fund and shall be divided among all unit owners in proportion to their percentage interests in the common elements, and shall be distributed in accordance with the priority of interests in each unit.

On reconstruction, the design, plan and specifications of any building, unit, common element or limited common element may vary from that of the original upon approval of the Association. The location of the buildings shall be substantially the same as prior to any damage or destruction and shall not violate any local zoning ordinances relating to Condominiums. The proceeds of any insurance provided by the Association and collected for any damage or destruction shall be available to the Association for the purpose of repair or reconstruction. In the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction, all costs of repair or reconstruction in excess

of available insurance proceeds shall be a common expense, except as otherwise provided in this Declaration.

#### 14. INSURANCE.

The Board of Directors of the Association shall obtain and maintain Property, Liability, and Worker's Compensation insurance with the Association as named insured and, by definition, include the Board of Directors, officers, and Individual Unit Owners as well as their mortgagees as their interest may appear. Companies providing said insurance must have a minimum A.M. Best rating of B+ or better, and must be licensed in the State of Wisconsin.

Property insurance is to be written with all-risk perils, including sewer back-up, using blanket and replacement cost provisions, without coinsurance, and with a deductible to be agreed upon by the Board of Directors. Said insurance is to include all condominium buildings, outbuildings, piers, and other real and personal property owned by the Association. Building insurance is to include the entire structure and all building items pertinent to its use and is to be adjusted annually according to accepted inflation and building cost factors. On behalf of the Association, the Board of Directors shall review policy coverage and cost on an annual basis.

In the event of partial or total destruction of a building or buildings, unit or units, common elements or limited common elements, the proceeds of the insurance shall be paid to the Association to be held in TRUST by the Board of Directors for the benefit of the unit owners and their mortgagees and applied to the costs of repair or reconstruction as provided in this declaration.

General Liability insurance shall be written with minimum primary limits of \$1,000,000 and shall include bodily injury and property damage for premises, operations, products and completed operations, personal injury, independence contractors, host liquor, non-



owned auto and watercraft, and other endorsements usual and customary to a condominium association including Directors and Officers errors and omissions liability coverage. Umbrella liability shall also be carried, with limits to be determined by the Board of Directors but, in no case, less than \$1,000,000. Liability insurance shall include all common and limited common elements.

Workers Compensation insurance shall be carried in keeping with the State of Wisconsin requirements, regulations, and statutes.

Fidelity insurance may be carried at the option of the Board of Directors.

The Board of Directors is required to obtain certificates of valid liability and worker's compensation insurance from all independent contractors working on behalf of the Association.

To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective servants, agents, and guests, and that the insurance cannot be canceled, invalidated or suspended on account of conduct of any one or more unit owners, or the Association, or their servants, agents, and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The premiums for all insurance coverage referred to in section 14 shall be a common expense. Nothing contained in section 14 shall be deemed to prohibit any unit owner, at his expense, to provide any additional coverage on his improvements.

## 15. COMMON EXPENSES AND ASSESSMENTS.

15.1 General Annual Assessment. All units shall be subject to a general annual assessment determined and levied by the board of directors of the Association for the purpose of defraying the costs and expenses of the Association and performing its stated purposes and



function. The board of directors shall prepare an annual budget according to the By-Laws and shall determine a general annual assessment based on the budget which shall be sufficient to meet the estimated costs and expenses of the Association for the next year and to maintain a reserve at a level to meet future capital expenses. The general annual assessment shall be allocated and prorated to the unit owners in proportion to their percentage interests in the common elements and shall be paid monthly to the Association on or before the first day of each month. A unit owner shall be liable for all assessments or installments which come due while owning a unit. Liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments are made.

15.2 Special Assessments. Each unit shall be subject to special assessment by the board of directors of the Association to cover all or any part of any extraordinary expenses incurred by the Association, but not included in the annual budget. Any special assessment shall be allocated and prorated to the unit owners in proportion to their percentage interests in the common elements. Special assessments shall be due and payable sixty (60) days after the affirmative vote by the board of directors or the Association declaring the special assessments.

15.3 Interest; Application of Payments. All charges, fines, assessments and special assessments levied by the Association which are not paid when due shall bear interest from the due date at the rate of eighteen percent (18%) per annum until paid in full. All payments upon account shall be applied to interest and then to the charge, fine, assessment or special assessment.

15.4 Lien for Assessments. All assessments until paid together with interest on them and actual costs of collection, including but not limited to attorney's fees and disbursements, constitute a lien on the units on which they are assessed, if a Statement of Lien is

filed within two (2) years after the date the assessment becomes due. The lien is effective against a unit at the time the assessment became due regardless of when within the two (2) year period it is filed. A Statement of Condominium Lien is filed in the Land Records of the Clerk of Circuit Court for Waukesha County stating the description of the unit, the name of the record owner, the amount due and the period for which the assessment was due. The Statement of Condominium Lien shall be signed and verified by an officer or agent of the Association as specified in the By-Laws.

15.5 Priority of Lien. The lien for assessments shall be prior to all other liens except:

- (a) Liens for general and special taxes.
- (b) All sums unpaid on a first mortgage recorded prior to the making of the assessment.
- (c) Mechanic's Liens filed prior to the making of the assessment.
- (d) All sums unpaid on any mortgage loan made under Sec. 45.80, Wis. Stats.

15.6 Enforcement of Lien. A lien may be enforced and foreclosed by the Association in the same manner and subject to the same requirements as a foreclosure for mortgages on real property in Wisconsin. The Association may recover costs and actual attorney's fees. The Association may bid on the unit at the foreclosure sale and acquire, hold, lease, mortgage and convey the unit. A suit to recover a money judgment for unpaid charges, fines, assessments, or special assessments may be maintained without foreclosing or waiving the lien securing the unpaid charge, fine, assessment, or special assessment. A suit for any deficiency following foreclosure may be maintained in the same proceeding. No action may be brought to

foreclose a lien unless brought within three (3) years following the recording of the Statement of Condominium Lien. No action may be brought to foreclose a lien except after ten (10) days prior written notice to the unit owner given by registered mail, return receipt requested to the address of the unit owner shown on the books of the Association.

15.7 Acceleration. If a unit owner is in default in the payment of any charges, fines, assessments or special assessments for a period of more than thirty (30) days, the Association may accelerate the entire amount of the annual common charges and any other assessments remaining unpaid with respect to the delinquent unit owner for purposes of collection and/or enforcement of the lien against the unit.

15.8 Collection and Enforcement. The Association shall have the exclusive and sole right and power to collect or enforce the collection of charges, fines, annual assessments and special assessments, and to bring any and all actions and proceedings for the collection thereof and for the foreclosure of the liens therefor. The Association, acting through the board of directors, and as representative of all members, may bring an action at law against any unit owner personally obligated for payment of unpaid assessments and/or may foreclose a lien against any unit. Upon the commencement or during the pendency of any action to foreclose the lien or enforce any other remedies of the Association for collection, the Association shall be entitled to the appointment of a receiver of the unit (including homestead interests) without bond, with the power to take possession of the unit and collect the rents, issues and profits of the unit and exercise such other powers as the Court may grant until confirmation of the sale, and may order the rents, issues and profits when so collected to be held and applied as the Court may direct.



**16. PARTITION OF COMMON ELEMENTS PROHIBITED.**

Except as otherwise provided in this Declaration, there shall be no partition of the common elements and limited common elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from the terms of the applicable statutes regarding unit ownership or Condominium ownership; provided, however, that if any unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained in this Declaration shall be deemed to prohibit a voluntary or judicial partition of that single unit as between such co-owners.

**17. CONVEYANCE TO INCLUDE INTERESTS IN  
COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.**

The percentage of the undivided interest in the common elements and limited common elements shall not be separated from the unit to which it appertains. No unit owner shall execute any deed, mortgage or other instrument affecting title to such unit ownership without including therein both his/her interest in the unit and his/her corresponding percentage of ownership in the common elements and limited common elements. It is the intention of this paragraph to prevent any severance of the combined ownership. Any such deed, mortgage or other instrument purporting to affect the one without including the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

**18. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.**

18.1 Utilities. Easements are declared and granted for the benefit of the unit owners and the Association for utility purposes and other purposes necessary for the proper operation of the condominium, including the right to install, lay, maintain, repair and replace roads, roadways, driveways, parking areas, walkways, water mains and pipes, sewer lines, gas

lines, pipes, mains and meters, telephone wires and equipment, cable television systems, electrical conduits, wires, meters and equipment, including power transformers, over, under, along and on any part of the units, buildings, common elements and limited common elements to service the condominium.

18.2 Roadways, Driveways and Walkways. To the extent that the Condominium Plat and building plans attached as Exhibits C and D show the common use of roadways, driveways and walkways for the purposes of access, ingress and egress, valid easements are hereby established and shall exist for the mutual benefits of all unit owners and the Association for such uses.

18.3 Repair Easement. An irrevocable right and easement is granted by this Declaration and declared for the benefit of the Association to enter units and to make repairs to common elements when repairs reasonably appear necessary for public safety or to prevent damage to other portions of the condominium. Except in cases involving manifest danger to public safety or property, the Association shall make reasonable effort to give notice to the unit owner of the need for entry for the purpose of any repairs.

18.4 Encroachments. If any portion of any common element or limited common element encroaches on any common element or limited common element, as a result of settling, shifting, duly authorized construction, reconstruction or repair of a building or unit, a valid easement for the encroachment and for the maintenance of it shall exist so long as the building or unit stands; provided, however, that in no event shall a valid easement for encroachment be created in favor of a unit owner or owners if that encroachment occurred due to the willful conduct of the unit owner or owners.

18.5 Binding Effect. All easements and rights described in this Declaration are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described in this Declaration are granted and reserved to, and shall inure to the benefit of and be binding on the undersigned, his successors and assigns, and on all unit owners, purchasers, mortgagees, lessees and occupants and their heirs, executors, administrators, successors and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this section and Declaration.

**19. FAILURE OF ASSOCIATION TO INSIST  
ON STRICT PERFORMANCE NOT WAIVER.**

The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, the By-Laws or the Rules and Regulations, or to exercise any right or option, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. No waiver by the Association of any provision of this Declaration shall be deemed to have been made unless expressed in writing and signed by the Association.

**20. MAINTENANCE OF COMMUNITY INTERESTS.**

In order to maintain a community of congenial residents and thus protect the value of the units, the transfer of units by any owner shall be subject to the following provisions:

A. Transfers Subject to Approval. The following transfers are subject to approval of the Association as herein provided:



I. Lease. No unit owner may lease a unit except in accordance with the Rules and Regulations adopted by the board of directors of the Association from time to time. All leases must be in writing and must be approved by the board of directors in writing.

B. Approval by Association. The approval of the Association which is required for all leases of units shall be obtained in the following manner:

1. Notice to Association. Any unit owner intending to make a bona fide lease of his/her unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease.

2. Failure to Give Notice. If the required notice to the Association is not given, then at any time after receiving knowledge of a lease, the Association at its election and without notice may approve or disapprove the lease.

3. Certificate of Approval. Within thirty (30) days after receipt of such notice and information as required, the Association must either approve or disapprove the lease. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form and shall be delivered to Lessee.

C. Disapproval by Association. If the Association shall disapprove a lease, then the unit owner shall be advised of the disapproval in writing and the lease shall not be made.

D. Unauthorized Transactions. Any lease or other transaction which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

E. Notice of Lien or Suit.

1. Notice of Lien. A unit owner shall give notice to the Association of every lien upon his/her unit, other than for permitted mortgages, taxes and special assessments, within five (5) days of the attaching of the lien.

2. Notice of Suit. A unit owner shall give notice to the Association of every suit or other proceedings which may affect title to his/her unit. Such notices shall be given within five (5) days after unit owner receives such knowledge.

3. Failure to comply with this subsection concerning liens or suits will not affect the validity of any judicial sale.

**21. LAKE FRONT USAGE RESTRICTIONS.**

The Planned Unit Development Conditional Use Permit (as amended) attached as Exhibit B restricts the use of the lake front. The City of Delafield has the authority to enforce the provisions of that permit against the Association or any unit owner.

**22. AMENDMENTS TO DECLARATION.**

This Declaration may be amended with the written consent of sixty-seven percent (67%) of the unit owners and mortgagees. A copy of the amendment shall be recorded with the Register of Deeds for Waukesha County, Wisconsin.

**23. NOTICES.**

Notices and other documents to be served upon the Association shall be given to the Registered Agent listed with the Wisconsin Department of Financial Institutions. All Owners shall provide the Association with an address for the mailing or service of any notice or other documents and the Association shall be deemed to have discharged its duty with respect to the

giving of notice by mailing it or having it delivered personally to such address as is on file with it.

#### **24. SERVICE OF PROCESS.**

The person to receive service of process shall be the registered agent for the Association listed with the Wisconsin Department of Financial Institutions.

#### **25. NUMBER AND GENDER.**

Whenever used in this Declaration, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

#### **26. CAPTIONS.**

The captions and section headings in this Declaration are inserted only as a matter of convenience and for reference and in no way define or limit the scope or intent of the various provisions of this Declaration.

#### **27. SEVERABILITY.**

The provisions of this Declaration shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion shall not affect the validity or enforceability of the remaining portion of that provision or of any other provision.

#### **28. GOVERNING LAW.**

This Declaration, the Articles of Incorporation of the Association, the By-Laws of the Association and the Rules and Regulations shall be governed by and construed under the laws of the State of Wisconsin.



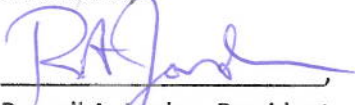
**Certification of Association Approval of the  
Third Amended & Restated Condominium Declaration  
of Nagawicka Shores Condominium, Inc.**

It is hereby certified that the Third Amended and Restated Condominium Declaration of Nagawicka Shores Condominium, Inc. has been approved by 26 of 34 owners, and that those approving owners who have mortgages have received approval from those mortgage holders.

Copies of the approval documentation have been viewed by Russell A. Jordan, President of the Association, and William Hayes, Secretary of the Association, who attest to the accuracy and validity of the count.

The approval documents remain in the Association files.

Certified by:

  
\_\_\_\_\_  
Russell A. Jordan, President

6/24/2016  
Date

  
\_\_\_\_\_  
William Hayes, Secretary,

6/24/16  
Date

This Third Amended and Restated Declaration complies with the requirements of the Declaration at Section 23, and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of Unit owners with not less than sixty-seven percent (67%) of the Unit Owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units.

IN WITNESS WHEREOF, the Association has executed this Third Amended and Restated Declaration of Condominium for Lake Nagawicka Shores Condominium, Inc. this 24<sup>th</sup> day of May, 2016.

Lake Nagawicka Shores Condominium, Inc.,  
a Wisconsin Non-Stock Corporation,

By:

R.A. Jordan  
Russell A Jordan,  
President

STATE OF WISCONSIN           )  
  ) ss.  
COUNTY OF WAUKESHA       )

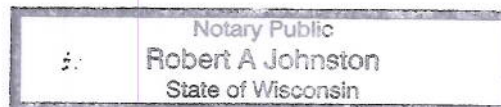
This document was acknowledged before me by Russell A Jordan, as President of Lake Nagawicka Shores Condominium, Inc. on this 24<sup>th</sup> day of May, 2016.

Robert A Johnston  
Notary Public, State of Wisconsin

Name: Robert A Johnston

My Commission Expires: 01-01-18

This document was drafted by:  
Lydia J. Chartre, Esq.  
Whyte Hirschboeck Dudek S.C.  
555 E. Wells Street, Suite 1900  
Milwaukee, WI 53202



# NAGAWICKA SHORES CONDOMINIUM

BEING A PART OF THE SW 1/4 OF THE SW 1/4 OF SECTION 4; AND THE SE 1/4 OF THE SE 1/4 OF SECTION 5; AND THE NE 1/4 OF THE NE 1/4 OF SECTION 6; AND THE SW 1/4 OF THE SW 1/4 OF SECTION 7, ALL IN T3N, R10E, CITY OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN.

## LEGAL DESCRIPTION

All that part of the SW 1/4 of the SW 1/4 of Section 4; and the SE 1/4 of the SE 1/4 of Section 5; and the NE 1/4 of the SE 1/4 of Section 6; and the SW 1/4 of the SW 1/4 of Section 7, all in T3N, R10E, City of Delafield, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the SW corner of said Section 4; thence N 07°-57'-20" E, along the South line of the SW 1/4 of said Section 4, 33.00 feet to the point of beginning of the heretofore described lands; thence S 00°-02'-37" E, 19.99 feet to a point; thence S 87°-31'-25" W, 32.32 feet to a point; thence S 85°-01'-00" W, 328.93 feet to a point; thence N 04°-30'-00" E, 20.33 feet to a point; thence S 84°-01'-00" W, 302.30 feet to a meander point, said point lying N 06°-01'-00" E, 430 feet plus or minus from the shore of Lake Kegonsa; thence along a meander line on the following described courses: N 32°-27'-33" W, 221.62 feet to a point; thence N 50°-48'-24" W, 207.93 feet to a point; thence N 03°-00'-54" W, 467.05 feet to a point; thence S 45°-18'-29" E, 185.37 feet to the terminus of the meander line; said point lying N 85°-07'-00" E, 440 feet plus or minus from the shore of Lake Kegonsa; thence S 89°-07'-00" E, 786.73 feet to a point on the East line of the SE 1/4 of said Section 5; thence South along said line, 71.26 feet to a point; thence S 05°-03'-00" W, 279.96 feet to a point; thence East, 271.48 feet to a point; thence S 54°-03'-03" E, 322.00 feet to a point; thence East, 102.04 feet to a point on the centerline of Nagawicka Road, as existing; thence along the centerline of Nagawicka Road on the following courses: S 38°-15'-00" E, 102.04 feet to a point; thence S 38°-48'-22" E, 223.74 feet to a point; thence S 35°-48'-00" E, 186.42 feet to a point on the South line of the SW 1/4 of said Section 4; thence S 07°-57'-20" W, 457.68 feet to the point of beginning of the heretofore described lands.

Said lands containing 1,076,900 square feet plus or minus (24.7 acres plus or minus) to the shoreline of Lake Kegonsa.

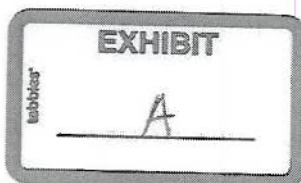
Dedicating therefrom the easterly 33.00 feet, as shown on this condominium plat, for road purposes. Said lands containing 1,057,021 square feet plus or minus, (24.3 acres plus or minus) to the shoreline of Lake Kegonsa.



*Norman C. Hanson*  
Dec 23, 1986  
MAR 10, 1987

THIS INSTRUMENT DRAFTED BY: NORMAN C. HANSON

EXHIBIT "B"  
PAGE 9 OF 9



POOR ORIGINAL



AMENDED  
PLANNED UNIT DEVELOPMENT  
CONDITIONAL USE PERMIT  
NAGAWICKA SHORES

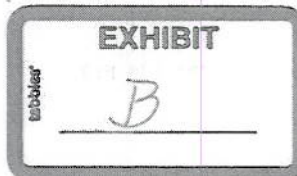
The City of Delafield granted a Planned Unit Development Conditional Use Permit for Nagawicka Shores Condominium to Lee Hollenbeck and Carol Hollenbeck on May 23, 1986. A copy of that permit is attached to this Amended Planned Unit Development Conditional Use Permit as Exhibit A.

The City of Delafield grants this Amended Planned Unit Development Conditional Use Permit to Lee Hollenbeck and Carol Hollenbeck d/b/a Nagawicka Shores Development Co., Inc., their heirs, successors and/or assigns for the real estate described in attached Exhibit B, subject to the following conditions:

1. The area to be developed is in the R-1 Single Family Residential District, the RL-2 Residential Lake District and the C-1 Conservancy District.

2. The number of living units in this development is limited to 34 single family residential condominium units in seven (7) four-family and one (1) six-family buildings.

3. The permitted buildings shall be located as indicated on the site plan of Nagawicka Shores which was approved by the Common Council of the City of Delafield on March 17, 1986 and which is on file in the Office of the City Clerk. The approved site plan is incorporated in this Conditional Use permit by reference, and shall be integrated into the statutory Condominium Association Disclosure Materials.



POOR ORIGINAL

4. The lake frontage within the area described on Exhibit B shall be used solely by condominium unit owners and their ~~occasional~~<sup>4/6/87</sup> guests. Boat houses (two) and piers (three) construction and locations shall conform to City Ordinances, and shall be limited as to number and dimensions as indicated on the approved site plan. There shall be no more than 28 boat slips or lifts permitted and all shall be located immediately adjacent to the piers. Four boat slips will be maintained by the Condominium Association for storage of four non-motorized boats owned by the Association. The remaining 24 boat slips shall be leased to condominium owners by the Association and shall be used for storage of privately owned boats. There shall be no overnight boat mooring on piers, or between the shoreline and the pierline along the entire frontage of the Condominium development. There shall be no trailered boat launching ramp built or maintained on the condominium property.

5. All streets within the development shall have 33 feet of right of way, 24 feet of paved surface, and curb and gutter. Streets shall be constructed according to City of Delafield street specifications, and shall be dedicated to the City of Delafield when the entire condominium Planned Unit Development Project has been completed. The City may require necessary repairs to bring the streets up to the City specifications before acceptance. Permission is hereby granted to construct temporary cul de sacs, 80 feet in diameter, at the end of the streets to be constructed in each individual phase of this development. Temporary cul de sacs shall be removed as the development progresses into subsequent phases with the totally completed street system ending with one permanent cul de sac as shown on the site plan.

POOR ORIGINAL

6. This Planned Unit Development Condominium Project is to be constructed in phases. Phase One shall consist of underground utilities, and road construction to the first four-family unit. Phase two and subsequent phases shall be constructed in increments of either one or two four-family units until the total number of 34 living units have been constructed. Temporary cul de sacs shall be constructed at the temporary street end of each phase as provided in Paragraph 5.

7. Existing cottages and structures on the subject premises shall be demolished on each separate parcel of land bearing a separate tax key number prior to any condominium building construction being commenced on said parcel.

8. Developers may dredge as permitted by the Department of Natural Resources and/or the Army Corp. of Engineers.

9. No construction shall commence on the subject premises until the type and placement of erosion control materials (straw or hay bales, rip rap or silt screens) have been approved by the Superintendent of Public Works. No street construction shall commence until a surface water drainage plan has been submitted to and approved by the City Engineer.

10. The developer shall submit Articles of Condominium Association, Condominium Association By-Laws, and Declaration of Restrictions to the City of Delafield Plan Commission and Common Council for approval. It is required that the Declaration of Restrictions contain lake front usage restrictions as set forth in this Conditional Use Permit. The Condominium documents shall refer to this Conditional Use Permit and shall provide that the City of

POOR ORIGINAL



Delafield shall have authority to enforce the provisions of this permit. Condominium disclosure materials shall be provided each unit owner. The owners and developers shall comply with all the provisions of Chapter 703, Wis. Stats.

11. The condominium documents shall provide that no charcoal grills may be used in attached screen porches.

12. Developer shall install of 10,000 gallon underground water storage tank near the north boundary of the condominium development, and 15,000 gallon underground water storage tank near the south boundary of the development. In lieu of either or both of the underground tanks, pumping sites at least 8 feet deep, 30 feet in diameter and no further than 15 feet from a solid driveway area may be constructed. In the event underground tanks are installed, they shall be provided with approved Fire Department fittings. The location of the underground tanks or the pumping sites shall be indicated on the site plan and approved by the Fire Chief. No building permit shall be issued until the developer has complied with this paragraph.

13. Developer shall extend sanitary sewer from the existing City of Delafield local sewer system to the three (3) single family residential lots which are adjacent to but not included within this Planned Unit Development. Sanitary sewer extension shall be completed within a time limit set by the Common Council.

14. Any amendments to the Condominium Articles, By-Laws, Declaration of Restriction or other condominium documents must receive prior Plan Commission and Common Council approval.

15. Compliance with the site plan as approved is required and any deviation from the approved site plan must first be approved by the Plan Commission and Common Council.

POOR ORIGINAL

16. As an additional condition of this Conditional Use Permit, owners and developers are required to comply with all provisions of City of Delafield zoning ordinances and subdivision control ordinances as well as any other applicable City ordinance, unless varied by the terms of this Amended Conditional Use Permit.

Dated: April 6, 1987

CITY OF DELAFIELD

By: Robert M. Savrnoch  
Mayor

ATTEST:

Lois Jensen  
Clerk

State of Wisconsin  
County of Waukesha

Personally came before me this 6 day of April, 1987, Robert M. Savrnoch and Lois Jensen, to me known to be the Mayor and the Clerk respectively of the City of Delafield, and to me known to be the persons who executed the above document.

Reita B. Dierking  
Notary Public, State of Wisconsin  
My Commission expires 5/24/87

POOR ORIGINAL

ACCEPTANCE

As owners and developers of the land described in Exhibit A attached to the Amended Conditional Use Permit for Nagawicka Shores, we accept said Amended Conditional Use Permit and agree to abide by all the terms thereof.

Lee Hollenbeck  
Lee Hollenbeck

Carol B. Hollenbeck  
Carol B. Hollenbeck

State of Wisconsin  
County of Waukesha

Personally came before me this 9<sup>th</sup> day of April, 1987, Lee Hollenbeck and Carol B. Hollenbeck, to me known to be the persons who executed the above document.

William A. Evenden  
Notary Public, State of Wisconsin  
My Commission expires permanent.

THIS INSTRUMENT DRAFTED BY:

ATTORNEY WILLIAM CHAPMAN

This document to be returned after recording to:

Lois Jensen, City Clerk  
City of Delafield  
500 Genesee Street  
Delafield, WI 53018

POOR ORIGINAL



PLANNED UNIT DEVELOPMENT  
CONDITIONAL USE PERMIT  
NAGAWICKA SHORES

A Conditional Use Permit is hereby granted to Lee Hollenbeck and Carol Hollenbeck to permit a condominium Planned Unit Development on real estate described on Exhibit A, which is attached hereto and incorporated into this Conditional Use Permit by reference.

This Conditional Use Permit is granted to the above named, their heirs, successors and/or assigns, subject to the following conditions:

1. The area to be developed is in the R-1 Single Family Residential District, the RL-2 Residential Lake District and the C-1 Conservancy District.
2. The number of living units in this development is limited to 34 single family residential condominium units in seven (7) four-family and one (1) six-family buildings.
3. The permitted buildings shall be located as indicated on the site plan of Nagawicka Shores which was approved by the Common Council of the City of Delafield on March 17, 1986 and which is on file in the Office of the City Clerk. The approved site plan is incorporated in this Conditional Use permit by reference, and shall be integrated into the statutory Condominium Association Disclosure Materials.

EXHIBIT A

POOR ORIGINAL

4. The lake frontage within the area described on Exhibit A shall be used solely by condominium unit owners and ~~their~~ <sup>occasional guests</sup> ~~occasional guests~~ <sup>boat houses</sup> (two) and piers (three) construction and locations shall conform to City Ordinances, and shall be limited as to number and dimensions as indicated on the approved site plan. There shall be no more than 28 boat slips or lifts permitted and all shall be located immediately adjacent to the piers. Four boat slips will be maintained by the Condominium Association for storage of four non-motorized boats owned by the Association. The remaining 24 boat slips shall be leased to condominium owners by the Association and shall be used for storage of privately owned boats. There shall be no overnight boat mooring on piers, or between the shoreline and the pierline along the entire frontage of the Condominium development.

5. All streets within the development shall have 33 feet of right of way, 24 feet of paved surface, and curb and gutter. Streets shall be constructed according to City of Delafield street specifications, and shall be dedicated to the City of Delafield when the entire condominium Planned Unit Development Project has been completed. The City may require necessary repairs to bring the streets up to City specifications before acceptance. Permission is hereby granted to construct temporary cul de sacs, 80 feet in diameter, at the end of the streets to be constructed in each individual phase of this development. Temporary cul de sacs shall be removed as the development progresses into subsequent phases with the totally completed street system ending with one permanent cul du sac as shown on the site plan.

POOR ORIGINAL

6. This Planned Unit Development Condominium Project is to be constructed in phases. Phase One shall consist of underground utilities, and road construction to the first four-family unit. Phase Two and subsequent phases shall be constructed in increments of either one or two four-family units until the total number of 34 living units have been constructed. Temporary cul de sacs shall be constructed at the temporary street end of each phase as provided in Paragraph 5.

7. Existing cottages and structures on the subject premises shall be demolished on each separate parcel of land bearing a separate tax key number prior to any condominium building construction being commenced on said parcel.

8. Developers may dredge as permitted by the Department of Natural Resources and/or the Army Corp of Engineers.

9. No construction shall commence on the subject premises until the type and placement of erosion control materials (straw or hay bales, rip rap or silt screens) have been approved by the Superintendent of Public Works. No street construction shall commence until a surface water drainage plan has been submitted to and approved by the City Engineer.

10. The developer shall submit Articles of Condominium Association, Condominium Association By-Laws, and Declaration of Restrictions to the City of Delafield Plan Commission and Common Council for approval. It is required that the Declaration of Restrictions contain lake front usage restrictions as set forth in this Conditional Use Permit. The Condominium documents shall refer to this Conditional Use Permit and shall provide that the

POOR ORIGINAL



City of Delafield shall have authority to enforce the provisions of this permit. Condominium disclosure materials shall be provided each unit owner. The owners and developers shall comply with all the provisions of Chapter 703, Wis. Stats.

11. The condominium documents shall provide that no charcoal grills may be used in attached screen porches.

12. Developer shall install a 10,000 gallon underground water storage tank near the north boundary of the condominium development, and a 15,000 gallon underground water storage tank near the south boundary of the development. In lieu of either or both of the underground tanks, pumping sites at least 8 feet deep, 30 feet in diameter and no further than 15 feet from a solid driveway area may be constructed. In the event underground tanks are installed, they shall be provided with approved Fire Department fittings. The location of the underground tanks or the pumping sites shall be indicated on the site plan and approved by the Fire Chief. No building permit shall be issued until the developer has complied with this paragraph.

13. Developer shall extend sanitary sewer from the existing City of Delafield local sewer system to the three (3) single family residential lots which are adjacent to but not included within this Planned Unit Development. Sanitary sewer extension shall be completed within a time limit set by the Common Council.

14. Any amendments to the Condominium Articles, By-Laws, Declaration of Restriction or other condominium documents must receive prior Plan Commission and Common Council approval.

POOR ORIGINAL

15. Compliance with the site plan as approved is required and any deviation from the approved site plan must first be approved by the Plan Commission and Common Council.

16. As an additional condition of this Conditional Use Permit, owners and developers are required to comply with all provisions of City of Delafield zoning ordinances and subdivision control ordinances as well as any other applicable City ordinance, unless varied by the terms of this Conditional Use Permit.

Dated: May 23, 1986

CITY OF DELAFIELD

By: Robert M. Savrnoch  
Mayor

ATTEST:

Lois Jensen  
Clerk

State of Wisconsin  
County of Waukesha

Personally came before me this 23 day of May, 1986, Robert M. Savrnoch and Lois Jensen, to me known to be the Mayor and the Clerk respectively of the City of Delafield, and to me known to be the persons who executed the above document.

Phyllis B. Deering  
Notary Public, State of Wisconsin  
My Commission expires: 5/7/87

POOR ORIGINAL

ACCEPTANCE

As owners and developers of the land described in Exhibit A attached to the Conditional Use Permit for Nagawicka Shores, we accept said Conditional Use Permit and agree to abide by all the terms thereof.

Lee Hollenbeck  
Lee Hollenbeck

Carol B. Hollenbeck  
Carol Hollenbeck

State of Wisconsin  
County of Waukesha

Personally came before me this 23 day of May, 1986, Lee Hollenbeck and Carol Hollenbeck, to me known to be the persons who executed the above document.

Lois P. Jensen  
Notary Public, State of Wisconsin  
My Commission expires: 2-1-88

THIS INSTRUMENT DRAFTED BY:

ATTORNEY WILLIAM CHAPMAN

This document to be returned after recording to:

Lois Jensen, City Clerk  
City of Delafield  
500 Genesee St.  
Delafield, WI 53018

POOR ORIGINAL



Nagawicka Shores Condominium  
Project No. 1578

LEGAL DESCRIPTION:

All that part of the SW 1/4 of Section 4, the NW 1/4 of Section 9, the NE 1/4 of Section 8 and the SE 1/4 of Section 5, 17N, 81E, City of Delafield, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the SW corner of said Section 4; thence N.89°-57'-28"E., along the South line of the SW 1/4 of said Section 4, 33.00 ft. to the point of beginning of the hereinafter described lands; thence S.00°-02'-32"E., 19.99 ft. to a point; thence S.89°-57'-28"W., 32.32 ft. to a point; thence S.88°-01'-00"W., 328.95 ft. to a point; thence N.04°-30'-00"E., 20.13 ft. to a point; thence S.88°-01'-00"W., 73.33 ft. to a point; thence N.01°-59'-00"W., 50.00 ft. to a point; thence S.88°-01'-00"W., 160.00 ft. to a said point lying N.88°-01'-00"E., 424 ft. plus or minus from the shore of Lake Nagawicka; thence along a meander line on the following described courses: N.32°-27'-39"W., 363.40 ft. to a point; thence N.80°-48'-29"W., 207.93 ft. to a point; thence N.02°-06'-54"W., 462.00 ft. to a point; thence N.65°-18'-29"E., 185.32 ft. to the terminus of the meander line; said point lying N.89°-07'-00"E., 440 ft. plus or minus from the shore of Lake Nagawicka; thence N.89°-07'-00"E., 786.73 ft. to a point on the East line of the SE 1/4 of said Section 5; thence South along said line, 31.26 ft. to a point; thence S.89°-05'-00"W., 279.96 ft. to a point; thence South, 425.08 ft. to a point; thence S.54°-09'-05"E., 222.00 ft. to a point; thence East, 271.48 ft. to a point on the centerline of Nagawicka Road, as existing; thence along the centerline of Nagawicka Road on the following courses: S.38°-16'-00"E., 102.04 ft. to a point; thence S.38°-46'-22"E., 222.24 ft. to a point; thence S.38°-48'-00"E., 186.42 ft. to a point on the South line of the SW 1/4 of said Section 4; thence S.89°-57'-28"W., 457.68 ft. to the point of beginning of the heretofore described lands. Said lands containing 1,045,704 sq. ft. plus or minus (24.01 acres plus or minus) and containing 1,027,821 sq. ft. plus or minus (23.60 acres plus or minus) excluding right-of-way for Nagawicka Road.

EXHIBIT A

POOR ORIGINAL

# NAGAWICKA SHORES CONDOMINIUM

BEING A PART OF THE SW 1/4 OF THE SW 1/4 OF SECTION 4; AND THE SE 1/4 OF THE SE 1/4 OF SECTION 5; AND THE NE 1/4 OF THE NE 1/4 OF SECTION 5; AND THE NW 1/4 OF THE NW 1/4 OF SECTION 5, ALL IN T7N, R12E, CITY OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN.

## LEGAL DESCRIPTION

All that part of the SW 1/4 of the SW 1/4 of Section 4; and the SE 1/4 of the SE 1/4 of Section 5; and the NE 1/4 of the NE 1/4 of Section 5; and the NW 1/4 of the NW 1/4 of Section 5, all in T7N, R12E, City of Delafield, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the NW corner of said Section 4; thence N 89°-57'-36" E, along the South line of the SW 1/4 of said Section 4, 33.00 feet to the point of beginning of the hereinafter described lands; thence S 00°-02'-33" E, 19.88 feet to a point; thence S 89°-57'-36" W, 13.32 feet to a point; thence S 89°-01'-50" W, 378.93 feet to a point; thence N 05°-30'-00" E, 20.13 feet to a point; thence S 26°-01'-00" W, 303.20 feet to a meander point, said point lying N 88°-01'-00" E, 410 feet plus or minus from the shore of Lake Kegonsa; thence along a meander line on the following described courses: N 13°-27'-35" W, 421.43 feet to a point; thence N 50°-48'-25" W, 207.21 feet to a point; thence N 07°-05'-54" W, 462.00 feet to a point; thence N 85°-18'-29" E, 185.32 feet to the shoreline of the meander line; said point lying N 89°-01'-00" E, 440 feet plus or minus from the shore of Lake Kegonsa; thence S 89°-01'-00" E, 786.73 feet to a point on the East line of the SE 1/4 of said Section 5; thence South along said line, 31.26 feet to a point; thence S 26°-01'-00" W, 379.96 feet to a point; thence South, 425.00 feet to a point; thence S 14°-09'-05" E, 223.00 feet to a point; thence East, 771.40 feet to a point on the centerline of Kegonsa Road, as existing; thence along the centerline of Kegonsa Road on the following courses: S 39°-15'-00" E, 121.04 feet to a point; thence S 38°-46'-23" E, 222.31 feet to a point; thence S 38°-49'-00" E, 186.42 feet to a point on the South line of the NW 1/4 of said Section 4; thence S 89°-57'-36" W, 457.69 feet to the point of beginning of the herefore described lands.

Said lands containing 1,074,900 square feet plus or minus (24.7 acres plus or minus) to the shoreline of Lake Kegonsa.

Reserving therefrom the easterly 33.00 feet, as shown on this condominium plat, for road purposes. Said lands containing 1,037,023 square feet plus or minus (24.3 acres plus or minus) to the shoreline of Lake Kegonsa.



*Norman C. Hanson*  
Dec 23, 1986  
Mar 10, 1987

THIS INSTRUMENT DRAFTED BY: NORMAN C. HANSON

EXHIBIT "B"  
PAGE 9 OF 9

EXHIBIT B

7-18  
+ 5  
Z2C NE SW 1/4 SW 1/4  
L1C; L2C; L3  
L4; L5; L6  
4 PL 30 'Hawdingtons' Unit # 3

POOR ORIGINAL





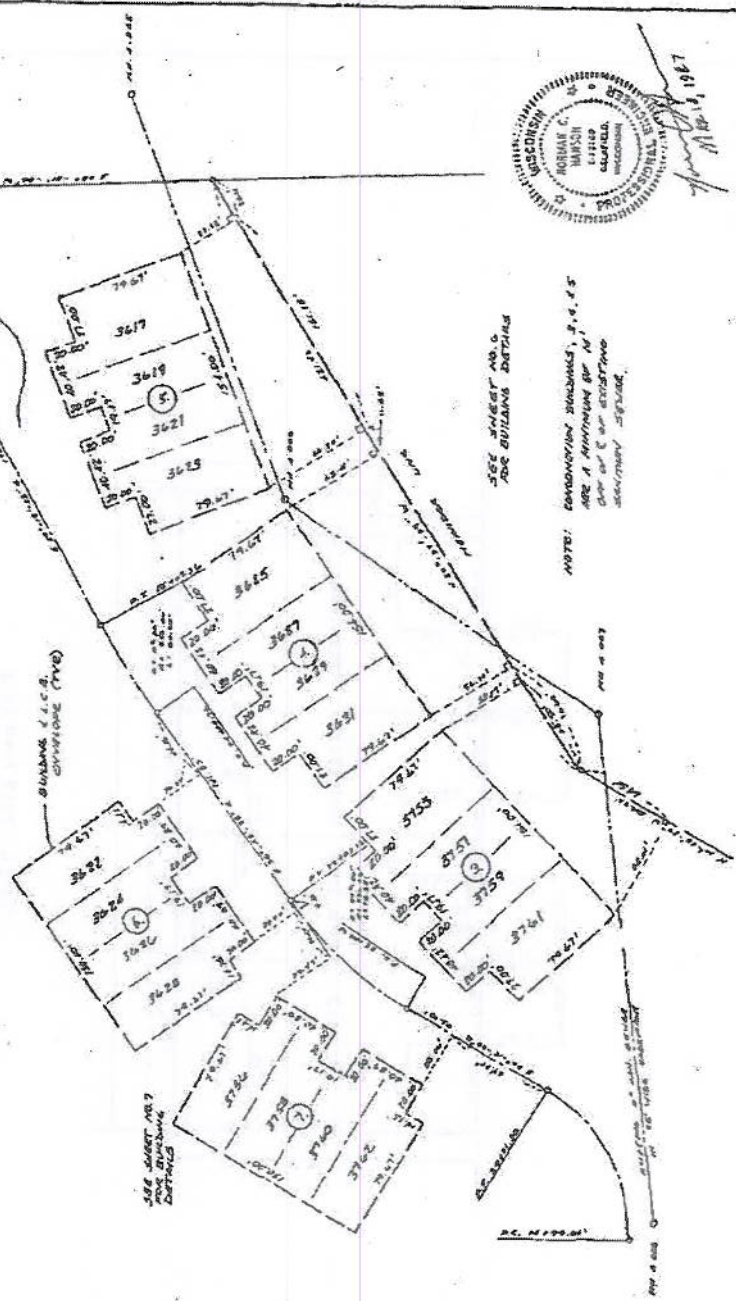


[illegible]

EXHIBIT 'E'  
PAGE 2 OF 9

# NAGAWICKA SHORES CONDOMINIUM

BEING A PART OF THE S 1/4 OF THE NW 1/4 OF SECTION 4, T4S, R1E, S12W, 1/4 OF THE SE 1/4 OF SECTION 5, T4S, R1E, S12W, 1/4 OF SECTION 9, T4S, R1E, S12W, 1/4 OF THE SW 1/4 OF SECTION 9, T4S, R1E, S12W, CITY OF CHICAGO, ILLINOIS.



NOTE: CONDOMINIUM UNITS, S.E. 1/4, ARE A PART OF THE N.E. 1/4 OF SECTION 9, T4S, R1E, S12W, CITY OF CHICAGO, ILLINOIS.

PLAT NO. 1576

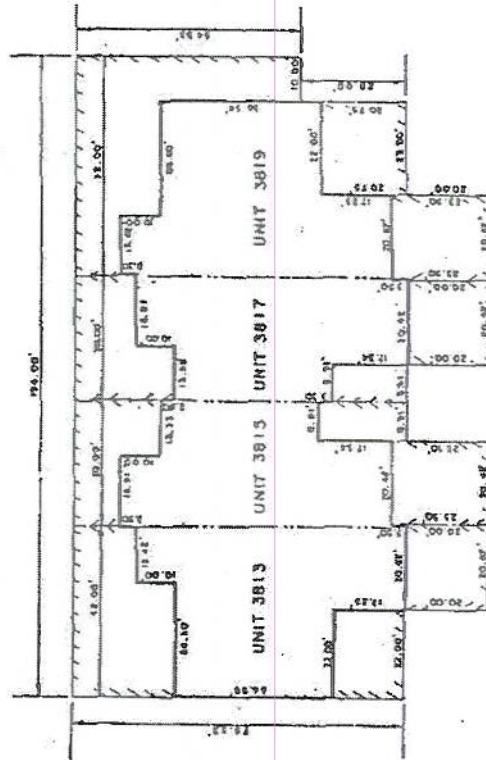
THIS INSTRUMENT DATED BY NORMAN C. HANSON

POOR ORIGINAL

# NAGAWIKA SHORES CONDOMINIUM

BEING A PART OF THE 1/4 OF THE 1/4 OF SECTION 41 AND THE 1/4 OF THE 1/4 OF SECTION 31 AND THE 1/4 OF THE 1/4 OF SECTION 21 AND THE 1/4 OF THE 1/4 OF SECTION 11, ALL IN THE 1/4 OF THE 1/4 OF SECTION 36, TOWNSHIP 14N, RANGE 10E, CITY OF MILWAUKEE, WISCONSIN.

## DETAIL: BUILDING FOUNDATION FOR BUILDING NO. 1 UNITS 3813 thru 3819



LEGEND  
United Nations  
United Nations

PROJ. 1376

THIS INSTRUMENT DRAFTED BY: NORMAN C. HANSON

EXHIBIT "D"  
SHEET 4 OF 4

POOR ORIGINAL

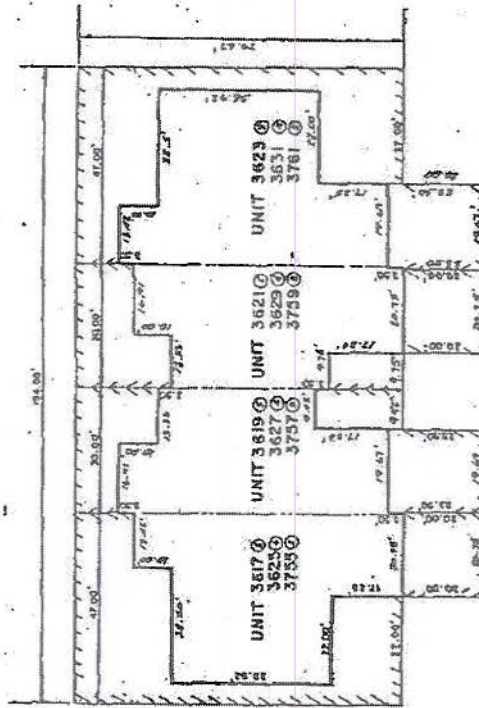




# NAGAWICKA SHORES' CONDOMINIUM

BEING A PART OF THE SW 1/4 OF THE SW 1/4 OF SECTION 4, AND THE  
SE 1/4 OF THE SE 1/4 OF SECTION 11, TOWNSHIP 14 N. AND RANGE 14 E.  
OF SECTION 31, AND THE SW 1/4 OF THE SW 1/4 OF SECTION 9, T14 N.  
R14 E., ALTA, CITY OF BRANFORD, BRANFORD COUNTY, WISCONSIN.

## DETAIL' BUILDING FOUNDATION FOR BUILDINGS' 3, 4, 5 UNITS 3617 thru 3761



LEGEND  
UNITS 3617, 3619, 3621, 3623  
UNITS 3625, 3627, 3629, 3631  
UNITS 3753, 3757, 3759, 3761



PROJ. 1576

THIS INSTRUMENT DRAFTED BY NORMAN C. HANSON:

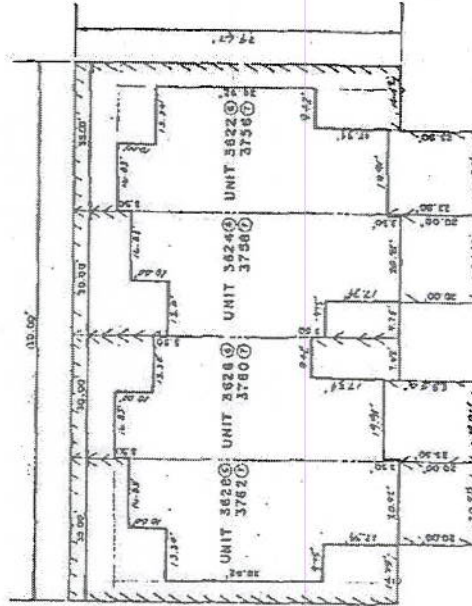
SHEET OF 4 OF 9

POOR ORIGINAL

# NAGAWICKA SHORES CONDOMINIUM

BEING A PART OF THE SW 1/4 OF THE SW 1/4 OF SECTION 4, AND THE  
NE 1/4 OF THE SE 1/4 OF SECTION 5, AND THE SE 1/4 OF THE SW 1/4  
OF SECTION 6, AND THE SW 1/4 OF THE SW 1/4 OF SECTION 9, ALL IN  
TWP. 41S., R. 10E., CITY OF MEADOWS, SAGINAW COUNTY, MICHIGAN.

## DETAIL: BUILDING FOUNDATION FOR BUILDINGS 6, 7 UNITS 3622 thru 3782



LEGEND  
--- UNITS COMMON  
--- UNITS 6, 7  
--- UNITS 3622, 3782  
--- UNITS 3624, 3780



Prod. No. 1576

THIS INSTRUMENT DRAFTED BY: NORMAN C. HANSON

EXHIBIT 'B'  
SHEET 1 OF 2

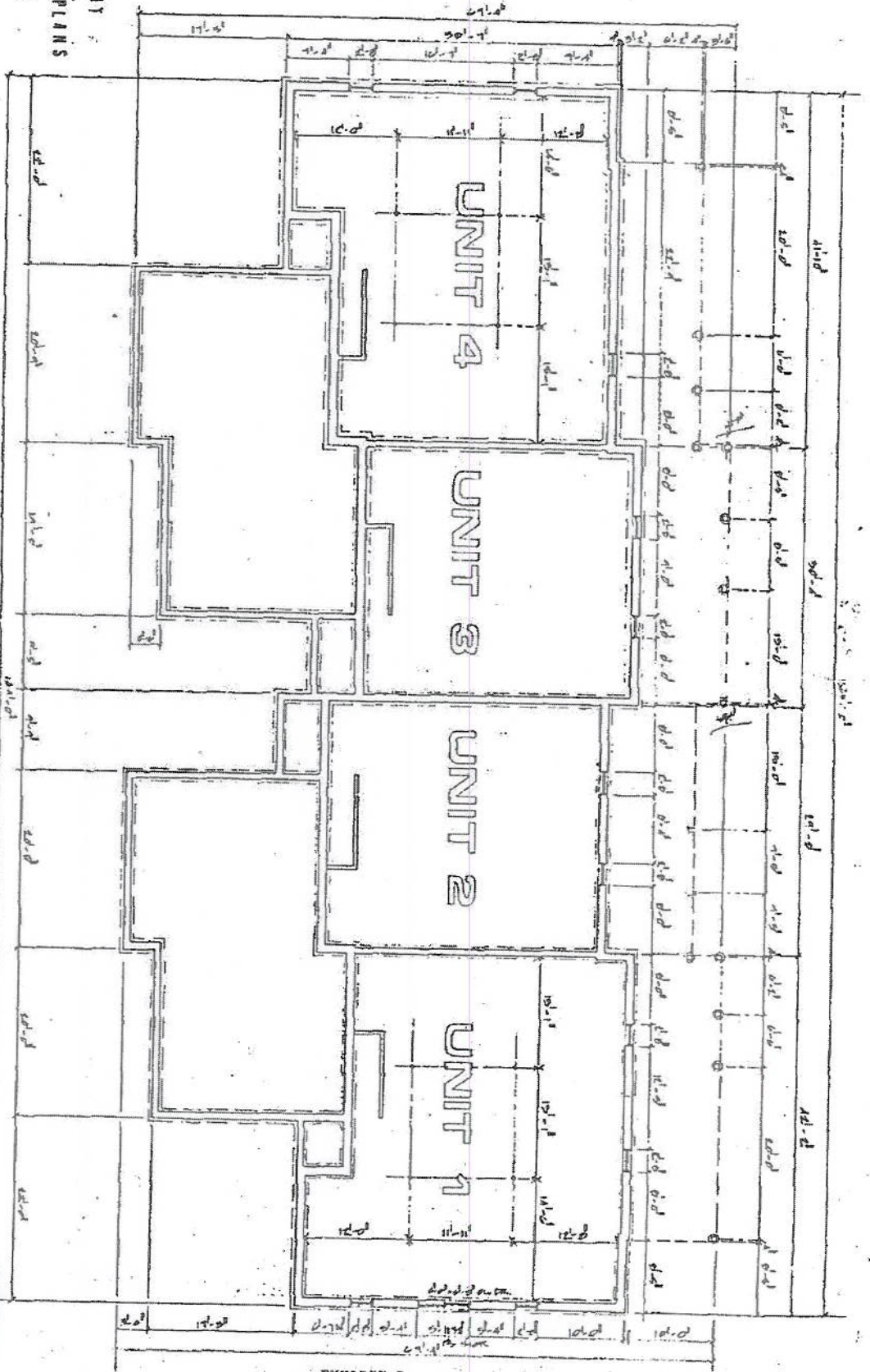
POOR ORIGINAL





POOR ORIGINAL

EXHIBIT  
FLOOR PLANS  
1 OF 5



LOWER LEVEL PLAN

P.D.A. "001" PART 1/2

EXHIBIT

D

EXHIBIT D



Architectural floor plan of the first floor of a building. The plan shows a large central hall with a staircase, several rooms, and a large open area on the right. Dimensions are provided for various sections and rooms. The plan is labeled "FIRST FLOOR PLAN" and includes a note "(1 inch = 1 foot)".

Key features and labels include:

- STAIRS**: Located in the central hall.
- HALL**: The central corridor area.
- ROOMS**: Various rooms are labeled, including "BED ROOM", "BATH", "KITCHEN", "DINING ROOM", and "LIVING ROOM".
- SECTION**: Several cross-sections are indicated with circled numbers (1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100).
- Dimensions**: Various measurements are provided, such as "10'-0\"", "12'-0\"", "14'-0\"", "16'-0\"", "18'-0\"", "20'-0\"", "22'-0\"", "24'-0\"", "26'-0\"", "28'-0\"", "30'-0\"", "32'-0\"", "34'-0\"", "36'-0\"", "38'-0\"", "40'-0\"", "42'-0\"", "44'-0\"", "46'-0\"", "48'-0\"", "50'-0\"", "52'-0\"", "54'-0\"", "56'-0\"", "58'-0\"", "60'-0\"", "62'-0\"", "64'-0\"", "66'-0\"", "68'-0\"", "70'-0\"", "72'-0\"", "74'-0\"", "76'-0\"", "78'-0\"", "80'-0\"", "82'-0\"", "84'-0\"", "86'-0\"", "88'-0\"", "90'-0\"", "92'-0\"", "94'-0\"", "96'-0\"", "98'-0\"", "100'-0\"".
- Notes**: "1 inch = 1 foot" is noted at the bottom right.

PLANT  
(1 foot minimum)

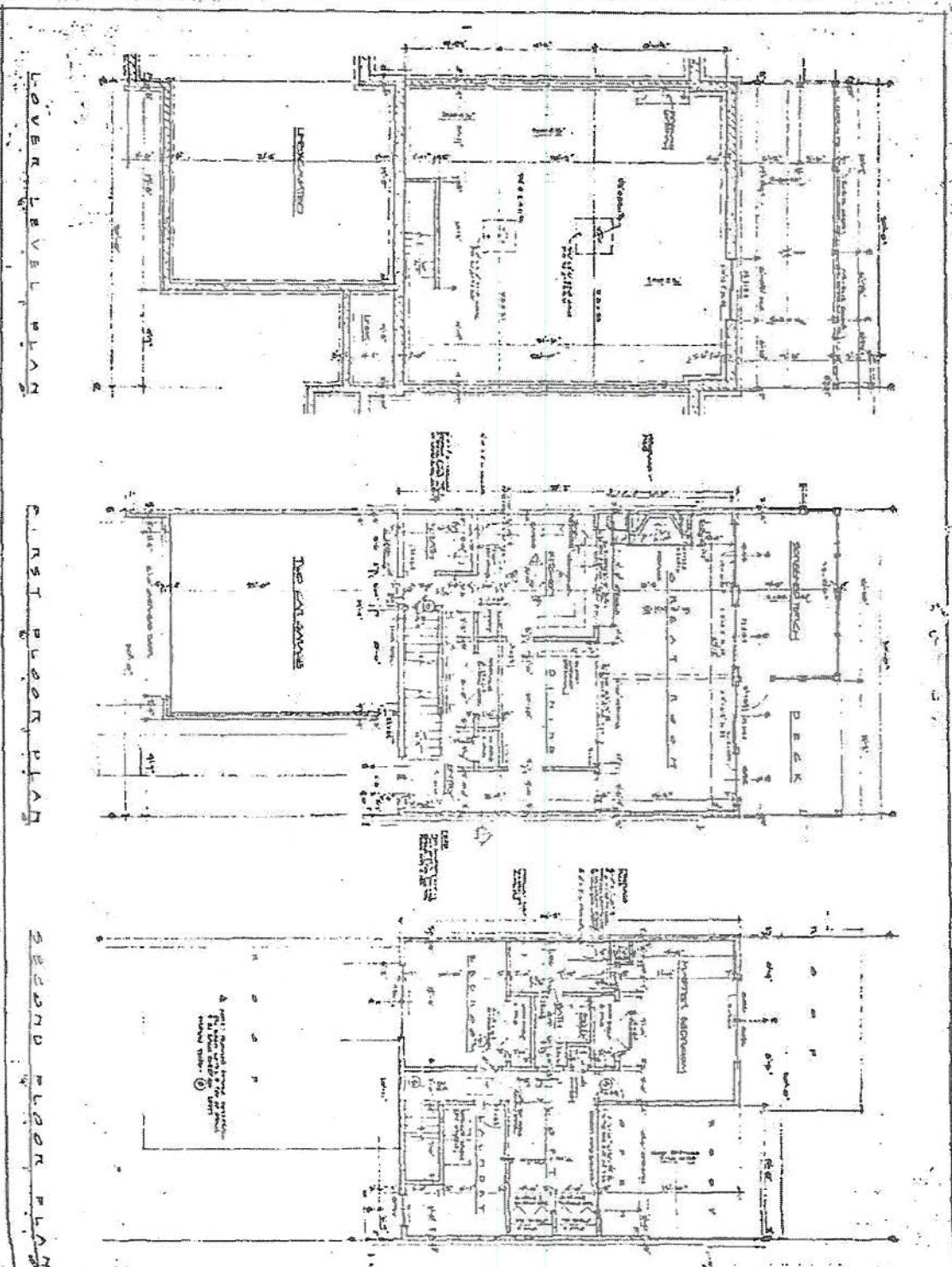
170/15/6

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DATE: 1-12-72 8:45 AM LHM: HALL-ROBERT

[illegible]





LOWER LEVEL PLAN

FIRST FLOOR PLAN

SECOND FLOOR PLAN

**UNIT B1**  
 UNIT PLANS  
**NAGAVICKA SHORES CONDOMINIUMS**  
 TOWN OF NAGAVICKA  
 UNIT: 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

**woods moynton inc.**  
 architects  
 1000 10th Avenue  
 Vancouver, B.C. V6Z 1A6  
 Tel: (604) 681-1111  
 Fax: (604) 681-1112  
 Email: info@woods-moynton.com  
 Website: www.woods-moynton.com

211

LEVEL PLAN

FIRST FLOOR PLAN

SECOND FLOOR PLAN

UNIT B2

NAGAWICKA SHORES CONDOMINIUMS

WOODS MOYNIHAN INC.

1998

SECOND FLOOR PLAN

UNIT 02

UNIT PLANNING PLANS

NAGAWICKA SKATES CONDOMINIUMS

DATE: 1/1/11 BY: [signature]

**Woods-McCoy Inc.**  
Architects Engineers

[illegible]







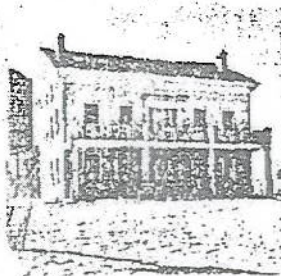
# IDENTIFICATION AND ADDRESSES OF UNITS

Each Unit will have the same address as the Building: 3817  
- 3834 Nagawicka Shores Drive, Delafield, Wisconsin 53018, but will  
be identified by the following building numbers, unit numbers and  
address:

<u>Building</u>	<u>Unit</u>	<u>Address</u>
1	3813	3813 Nagawicka Shores Drive
	3815	3815 Nagawicka Shores Drive
	3817	3817 Nagawicka Shores Drive
	3819	3819 Nagawicka Shores Drive
2	3803	3803 Nagawicka Shores Drive
	3805	3805 Nagawicka Shores Drive
	3807	3807 Nagawicka Shores Drive
	3809	3809 Nagawicka Shores Drive
3	3755	3755 Nagawicka Shores Drive
	3757	3757 Nagawicka Shores Drive
	3759	3759 Nagawicka Shores Drive
	3761	3761 Nagawicka Shores Drive
4	3625	3625 Nagawicka Shores Drive
	3627	3627 Nagawicka Shores Drive
	3629	3629 Nagawicka Shores Drive
	3631	3631 Nagawicka Shores Drive
5	3617	3617 Nagawicka Shores Drive
	3619	3619 Nagawicka Shores Drive
	3621	3621 Nagawicka Shores Drive
	3623	3623 Nagawicka Shores Drive
6	3622	3622 Nagawicka Shores Drive
	3624	3624 Nagawicka Shores Drive
	3626	3626 Nagawicka Shores Drive
	3628	3628 Nagawicka Shores Drive
7	3756	3756 Nagawicka Shores Drive
	3758	3758 Nagawicka Shores Drive
	3760	3760 Nagawicka Shores Drive
	3762	3762 Nagawicka Shores Drive
8	3824	3824 Nagawicka Shores Drive
	3826	3826 Nagawicka Shores Drive
	3828	3828 Nagawicka Shores Drive
	3830	3830 Nagawicka Shores Drive
	3832	3832 Nagawicka Shores Drive
	3834	3834 Nagawicka Shores Drive

EXHIBIT E

POOR ORIGINAL



CITY HALL  
POLICE DEPT. (Admin.)  
FIRE/AMBO. (Admin.)  
DEPT. PUBLIC WORKS  
EMERGENCY  
(Police, Fire, Ambulance)

645-3395  
645-2135  
645-2463  
645-8700  
367-2005

## CITY OF DELAFIELD

500 GENESEE ST. DELAFIELD, WIS 53018

*Surrounding beautiful Lake Nagawicka*

April 7, 1987

Lee and Carol Hollenbeck  
2023 Evergreen Lane  
Hartland, WI 53029

Re: Nagawicka Shores Development

Dear Lee and Carol:

The Common Council at regular meeting convened 6 April 1987 approved amendment to Exhibit "B" of your condominium documents, to reinsert the words "and their guests" into Item 4, lines 2 and 3. The motion of approval also included new Item 21 of Rules and Regulations:

21. There shall be no trailered boat launching ramp built or maintained on the condominium property.

Approval was given to including the 50 foot strip of land purchased from Carl and LaVerne Maahs in the condominium legal description with the provision that a road (Ridge Drive) shall not be extended across said 50 foot strip.

Finally, the condominium documents, as revised, were approved by the Council.

Please give the City the recording data when said documents are recorded.

Thank you.

Sincerely,

CITY OF DELAFIELD

Lois Jensen  
City Clerk-Treasurer

cc: Attorney W. Chapman  
F. Welch