

**SECOND AMENDMENT TO CONDOMINIUM DECLARATION**  
**FOR NORTH SHORE CONDOMINIUM**

The Condominium Declaration of Conditions, Restrictions and Easements for North Shore Condominium, recorded the 13th day of March, 1985 in Jacket 577, Image 32-58 and made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes by E. R. JAMES & ASSOCIATES, INC., an Illinois corporation authorized to do business in the State of Wisconsin, is hereby amended as follows:

Paragraph 3 of the "Agreement Restricting Use of Land" is hereby amended and changed as follows: (See Exhibit "AA").

3. Seller shall be paid by North Shore Condominium Homeowner's Association, Inc., or the individual unit owner selling his/her unit, or the purchaser of the unit, a transfer fee of \$1,000.00 at the time of any transfer of ownership, except the transfer between spouses, of any unit in the condominium development. This transfer fee shall not be applicable to the initial transfer of ownership of each condominium unit from E. R. James & Associates, Inc. to the first owner thereof.

Dated this 3<sup>rd</sup> day of October, 1990.

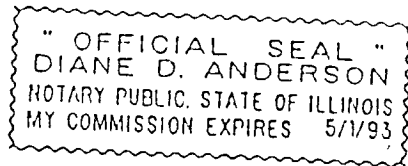
E. R. JAMES & ASSOCIATES, INC.,  
Declarant

BY: *E. R. James*  
President

BY: *[Signature]*  
Asst. Secretary

Subscribed and sworn to before me  
this 3 day of October, 1990.

*Diane D. Anderson*  
Notary Public, State of Illinois  
My commission \_\_\_\_\_



217362

OWNERS:

*Joan W. Allen*  
*Richard V. Allen* 5C

REGISTERS OFFICE  
CALUMET COUNTY, ILL.

Received for Record \_\_\_\_\_  
day of Oct A.D. 1990  
at \_\_\_\_\_ o'clock, A M. and Recorded in  
Jacket 1844 Image 48-54

*Danna Schommer*  
Register

0122-00

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Rita A. McClone  
Roger J. Mullen 1A  


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Mary W. Daviso 1B  
Marquetta S. Strubata  
Robert J. Strubata 8C  
Wendell Strubata  
Jay E. Aralme 8A  
Geraldine N. Ellsworth  
Harold L. Ellsworth 5A

The above signatures authenticated  
 this 1 day of DECEMBER, 1990.

Charles D. Koehler  
 Charles D. Koehler, Attorney  
 TITLE: MEMBER STATE BAR OF WISCONSIN

The above Amendment is approved by the mortgage holders  
 holding mortgages on condominium units in the North Shore  
 Condominium as follows:

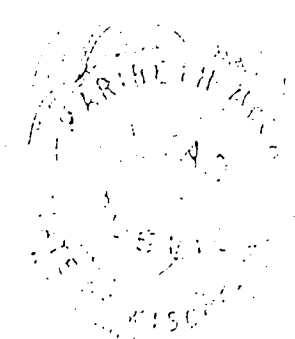
FOX CITIUS BANK, FSB, Mortgage Holder 8A

BY: Harold L. Hermansen  
 Harold L. Hermansen Officer

BY: Wayne T. Nielson  
 Wayne T. Nielson Officer

Subscribed and sworn to before me  
 this 29th day of October, 1990.

Maribeth McComid  
 Notary Public, State of Wisconsin  
 My commission 4/5/92



M+I WESTERN BANK

Ralph and Rita McClone, Mortgage Holder

BY: [Signature]  
Michael D. Gingrass Officer

BY: [Signature]  
Judith A. Heidner Officer

Subscribed and sworn to before me  
this 6th day of November, 1990.

Michelle M. Toetz  
Notary Public, State of Wisconsin  
My commission Expires: 7/10/94

NOTARY PUBLIC  
STATE OF WISCONSIN  
MICHELLE M. TOETZ

BANK ONE APPLETON, WI, Mortgage Holder

BY: [Signature]  
Officer

BY: [Signature]  
Officer

Subscribed and sworn to before me  
this 13th day of November, 1990.

[Signature]  
Notary Public, State of Wisconsin  
My commission OUTAGAMIE COUNTY  
MY COMMISSION EXPIRES MARCH 21, 1993



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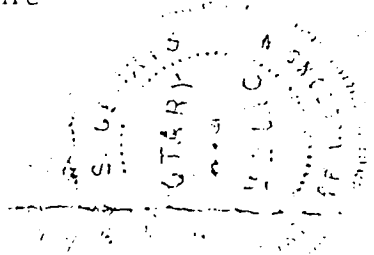
Associated Bank, N.A., Mortgage Holder

BY: Patricia M. Sewall  
Patricia M. Sewall Officer  
Assistant Vice President

BY: Thomas R. Brown  
Thomas R. Brown Officer  
Vice President

Subscribed and sworn to before me  
this 28th day of November, 1990.

Mary S. Gruetz  
Notary Public, State of Wisconsin  
My commission June 28, 1992



FOX CITIES BANK, Mortgage Holder

BY: Harold L. Hermansen  
Harold L. Hermansen Officer

BY: Wayne T. Nielson  
Wayne T. Nielson Officer

Subscribed and sworn to before me  
this 19th day of November, 1990.

Ernie H. McCann  
Notary Public, State of Wisconsin  
My commission 4-5-92

Return: SAE  
This instrument drafted by:  
Charles D. Koehler  
HERRLING, CLARK, HARTZHEIM & SIDDALL LTD.  
301 North Lynndale Drive  
Appleton, WI 54914

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AMENDMENT TO AGREEMENT RESTRICTING USE OF LAND

The Agreement entered into in April of 1984 between E. R. James & Associates, Inc., an Illinois corporation, and North Shore Golf Club, Inc., a Wisconsin non-stock corporation, which is attached as Exhibit "A", is hereby amended as follows:

The only paragraph amended of the attached Agreement is Paragraph 3 which is hereby amended to read as follows:

3. Seller shall be paid by North Shore Condominium Homeowner's Association, Inc., or the individual unit owner selling his/her unit, or the purchaser of the unit, a transfer fee of \$1,000.00 at the time of any transfer of ownership, except the transfer between spouses, of any unit in the condominium development. This transfer fee shall not be applicable to the initial transfer of ownership of each condominium unit from E. R. James & Associates, Inc. to the first owner thereof.

All other terms and conditions of the Agreement attached as Exhibit "A" remain in full force and effect and are unmodified by this amendment.

Dated this 3<sup>rd</sup> day of October, 1990.

E. R. JAMES & ASSOCIATES, INC.,

BY: E. R. James  
E. R. James, President

BY: Warren A. James  
Warren A. James, Asst. Secretary

AUTHENTICATION

Signatures, E. R. James, Warren A. James, Jeffrey Buchta, and Robert D. Bauman, authenticated this 3rd day of October, 1990.

Charles D. Koehler  
Charles D. Koehler

NORTH SHORE GOLF CLUB, INC.

BY: Jeffrey Buchta  
Jeffrey Buchta President

BY: Robert D. Bauman  
Robert D. Bauman Secretary

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## AGREEMENT RESTRICTING USE OF LAND

THIS AGREEMENT, entered into this \_\_\_\_\_ day April, 1984, by and between E. R. JAMES AND ASSOCIATES, INC., an Illinois Corporation, hereinafter referred to as "Buyer" and NORTH SHORE GOLF CLUB, INC., a Wisconsin Non-Stock Corporation, hereinafter referred to as "Seller," WITNESSETH:

WHEREAS, Seller owns the following described premises:

Lot One (1) of CERTIFIED SURVEY MAP No. 1018 recorded in Calumet County Registry, less that portion conveyed to the Waverly Sanitary District, a municipal corporation, for a Lift Station pursuant to the Quit Claim Deed dated February 7, 1984, and recorded February 13, 1984, in Jacket 429, Image 2, Calumet County Registry. Subject to all easements and restrictions of record and reservations for road purposes.

AND, WHEREAS, Buyer desires to purchase said premises for the purpose of constructing a condominium development thereon, and Seller desires to sell said premises to Buyer for such purpose but provided that the use to which said premises may be put is restricted as follows:

1. The use of the above described premises is restricted to a condominium development, which development shall not have more than ten condominium buildings, including any condominium buildings which may be located on Lot 2 of CERTIFIED SURVEY MAP 1018, with each such building containing not more than two separate living units for a total of 20 living units.
2. Buyer and/or the Condominium Homeowners Association, when formed and applicable to this development (hereinafter "CHA"), agree to contract with Seller regarding lawn maintenance and snow removal for the above described premises, such services to be provided at the then prevailing local rates. The first such contract shall be executed prior to Buyer "breaking any ground" with respect to this condominium development. Such contract shall be renewed on an annual basis, but subject to price and other modifications the parties may reasonably agree upon. If Seller declines to furnish such services, Buyer and/or the CHA shall contract for such services from any other supplier for the year/s which Seller has declined to provide services for. Seller shall be responsible for all maintenance prior to Buyer "breaking any ground."
3. Seller shall be paid by Buyer, the CHA, or the individual unit owner a transfer fee of \$1500 at the time of any transfer of ownership (except a transfer between spouses) of any unit in the condominium development. This transfer fee shall not be applicable to the initial transfer of ownership of each condominium unit from Buyer to the first owner thereof.
4. In the event of a proposed sale of a unit, subsequent to the initial transfer from Buyer, the selling-unit owner shall first notify the Seller in writing regarding such. Members of Seller shall then have 45 days from the date Seller receives written notice in which one or more of said members may purchase such unit upon terms mutually agreed to by the selling-unit owner and the member/s. If no member/s of Seller have agreed in writing, within said 45 days, to purchase such unit, the selling-unit owner may then seek to sell such unit to other prospective purchasers but no sale shall be upon terms more favorable than those offered to members of Seller.

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5. Notwithstanding the rights of Seller's members during said 3-day period, the CHA shall retain a right of first refusal as stated in the Declaration of Condominium. Provided, however, that if said CHA exercises its right of first refusal, before such unit may then be offered by it for sale, it shall be obligated to comply with Seller's first purchase rights as provided in paragraph 4 immediately above.
6. The final plans for the condominium development on the above described premises, including landscaping, shall be subject to Seller's approval, which approval shall not be unreasonably withheld.
7. Seller shall provide reasonable access to Buyer across Seller's roads and lands during development of the above described premises, but Buyer shall promptly repair, to Seller's reasonable satisfaction, any damage it causes to said roads and lands and promptly reimburse Seller for any expenses caused Seller by such damage.
8. Seller agrees that Buyer and thereafter individual condominium unit owners, their families and guests, are authorized to utilize the road from Seller's Clubhouse to North Shore Road for purposes of ingress and egress to and from the condominium development. Provided, however, that Seller and/or any individual condominium unit owner/s shall be responsible to promptly repair, to Seller's reasonable satisfaction, or promptly reimburse Seller for repairing, any damages to said road which may be caused by Buyer, the individual condominium unit owner/s and/or their families and guests.

These restrictions shall be construed as running with the land and all conveyances of any parcel, lot, or condominium unit in the above described premises by the owners thereof, their heirs, personal representatives, successors and assigns, shall be subject to the restrictions set forth in this Agreement.

Enforcement of these restrictions may be had by Seller or any condominium unit owner or any person claiming under them and may be had by proceedings either in law or in equity, or both, against any person or persons violating or attempting to violate any of the restrictions herein. Such proceedings may seek an injunction restraining such violation or may seek to recover damages for such violations or both.

Invalidation of any of these restrictions by Judgment or Court Order shall not affect any of the other provisions of this instrument which shall remain in full force and effect.

These restrictions may be changed in whole or in part at any time upon the recording of an instrument executed by Seller and by the owners of 75% of the units in the condominium development on the above described premises agreeing to and setting forth such change.

Executed this \_\_\_ day of April, 1984.

NORTH SHORE GOLF CLUB, INC.

By: Walter H. Drew - President

By: Robert D. Bauman - Secretary

*These officers have changed.*

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