

CONDOMINIUM DECLARATION  
OF  
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR  
NORTH SHORE CONDOMINIUM

This Declaration is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as "the Act"), this 5<sup>TH</sup> day of MARCH, 1985 by E.R. JAMES & ASSOCIATES, INC., an Illinois Corporation authorized to do business in the State of Wisconsin, hereinafter referred to as "Declarant."

1. Statement of Declaration. The purpose of the Declaration is to submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership in the manner provided by the Act and by this Declaration.

Declarant hereby declares that it is the sole owner of the real property described in Section 2.3 hereto together with all buildings and improvements located or to be located thereon (hereinafter referred to as "the property"), which is hereby submitted to the condominium form of use and ownership as provided in the Act and this Declaration and which property shall be held, conveyed, divided, leased, encumbered, used, improved and in all respects otherwise effected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and the Act. All provisions hereof shall be

176725

REGISTERS OFFICE  
CALUMET COUNTY, WI

Received for Record 13  
day of March A.D. 1985  
10:28 clock A M. and Recorded in  
Jacket 577 Image 32-58

*[Signature]*  
14500 Registrar

Having checked  
the appropriate box  
on the form

deemed to run with the land and shall continue as benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the property.

2. Description of Development.

2.1 The real estate as described in Section 2.3 and all buildings and improvements located or to be located thereon shall be known as "North Shore Condominium".

2.2 Address. The address of the condominium is:  
North Shore Drive, Menasha, Wisconsin.

2.3 The following described real estate is subject to the provision of this Declaration:

PARCEL I: Lot one (1) of CERTIFIED SURVEY MAP No. 1059, recorded June 8, 1984, in Volume 7 of Survey Maps, page 245, Document No. 173376, being a part of Government Lot Three (3), Section Twenty-two (22), Township Twenty (20) North, Range Eighteen (18) East, Town of Harrison, Calumet County, Wisconsin.

PARCEL II: Lot Two (2) of CERTIFIED SURVEY MAP No. 1018, recorded November 18, 1983, in Volume 7 of Survey Maps, page 133, Document No. 170866, being a part of Government Lot Three (3), Section Twenty-two (22); Township Twenty (20) North, Range Eighteen (18) East, Town of Harrison, Calumet County, Wisconsin.

PARCEL III: That part of Government Lot Three (3), Section Twenty-Two (22), Township Twenty (20) North, Range Eighteen (18) East, Town of Harrison, Calumet County, Wisconsin, containing approximately 0.0553 acres of land and described as follows: Beginning at the Northwest most corner of Lot One (1) of said CSM No. 1059 recorded in the Calumet County Registry; thence South 18° 15' 50" W along the Westerly line of said Lot 1 200.06 feet to an existing 1" diameter iron pipe on a meander line of Lake Winnebago, being N 18° 15' 50" E 54 feet ± from the waters edge; thence N 68° 56' 55" W along the meander line 15.00 feet to a 3/4" diameter rebar set, being N 22° 33' 45" E 53.3 feet ± from the waters edge and the end of the meander line; thence N 22° 33' 45" E 199.89 feet to the point of beginning. Including all land lying between the waters edge of Lake Winnebago and the meander line.

PARCEL IV: A 45-foot wide easement over the lands which encompass the private roadway lying North of, West of, and abutting Lot 1 of Certified Survey Map 1018, being part of Government Lot 3, Section 22, Town 20 North, Range 18 East, Town of Harrison, Calumet County, Wisconsin, bounded on the East by Lake Shore Drive and on the West by the West

line of Certified Survey Map 1018 extended North 18° 15' 50" East, said easement being described in an Easement by North Shore Golf Club, Inc., to E.R. James and Associates, Inc., and North Shore Condominium Association of Menasha, Inc., dated November 6, 1984, and recorded December 14, 1984 in Volume 519 of Records, page 5, Document No. 175780, Calumet County Records, copy attached hereto and marked Exhibit "A".

Said tract contains 7 acres of land more or less.

2.4 A Development Plan. North Shore Condominium includes a maximum of ten (10) buildings, each containing two (2) units. Said buildings to be constructed upon the above described parcel of land.

A maximum of twenty (20) units are zoned for the project.

2.5 Unit Ownership Formula. The ownership interest and voting rights formula shall be one-eighteenth (1/18th) interest each unit.

### 3. Description of Buildings.

3.1 Construction and Location of Buildings. The buildings shall be two stories in height and shall be constructed of wood and masonry. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Declarant. The units are more fully described in the building and floor plans contained in the Condominium Plat attached hereto and marked as Exhibits "A" and "B" made a part hereof.

3.2 Boundaries of Units. The outer boundaries of each unit are the interior surface of the perimeter walls, floors and ceilings, including the windows, window frames, doors and door frames of the unit.

3.3 Alteration of Plans. Declarant reserves the right to change the layout and dimensions of the buildings and units as shown in the Condominium Plat attached hereto and marked as Exhibit "C" which are not constructed, provided that such changes shall not substantially alter the nature and quality of the buildings and units. Declarant shall have the right to amend this Declaration in its sole discretion for the purpose of recording a plat or survey depicting the layout, location, unit numbers and dimensions of the buildings and units as finally located and erected.

4. Number and Identification of Units.

4.1 Number. When the project is completed, there shall be a maximum total of twenty (20) condominium units.

4.2 Identification. A unit is that part of a building intended for individual, private use, comprised of one or more cubicles of air at one or more levels of space having outer boundaries formed by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames of the building and floor plans contained in the plat together with all fixtures and improvements therein contained.

The units are designated by identifying numbers and their location, approximate area, number of rooms, limited common areas to which the units have access; and further details identifying and outlining the units are as set forth in Exhibits "D", "E" and "F" attached hereto and described and explained hereunder.

5. Common Areas and Facilities.

5.1 Definitions. The phrases "common areas" and "common areas and facilities" as used in this Declaration are hereby defined as meaning "common elements" as defined in Wisconsin Statutes 703.02 (2) and as referred to throughout Section 703 of the Wisconsin Statutes.

The common areas and facilities shall consist of all the North Shore Condominium improvements and appurtenances, except the individual units as defined hereunder, including without limitation the land on which the building or buildings are located, bearing walls, floors and ceilings (except the interior surfaces thereof, which form the outer boundaries of a unit), roofs, foundations, hallways, stairways, entrances and exits, pipes, ducts, electrical wiring and conduits, public utility lines, water and sewer laterals, outside walls, girders, beams and supports, structural parts of the buildings and the walks, driveways, parking spaces and landscaping.

Each unit owner shall have a valid, exclusive easement to the space between the interior and exterior walls for purposes of adding additional utility outlets, wall hangings, erection of nonbearing partition walls, and the like where space between the walls may be necessary for such uses, provided that the unit owner shall do nothing to impair the structural integrity of the building or the soundproofing of the common walls between the units and providing further that the common areas and facilities be restored to their former condition by the unit owner at his sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the unit owners (hereinafter described) for installation, maintenance and repair of common utility services in and on any part of the common areas or units.

6. Limited Common Elements.

6.1 Description. A portion of the common elements and facilities are designated as "limited common elements". Such limited common elements consist of all decks or patios adjacent to and having direct access to the unit to which they are appurtenant. Such limited common elements shall be reserved for the exclusive use of the owner or occupant of the unit or units to which they are appurtenant as shown on the Plat.

6.2 Use. The manner and use of the limited common areas shall be governed by the By-laws of, and such rules and regulations as may be established by, the Association of Unit Owners; and no unit owner shall decorate, landscape or adorn any limited common elements or areas or permit such, in any manner contrary to such By-laws or rules and regulations.

7. Percentage of Ownership in Common Areas

and Facilities. Each unit owner shall own an individual interest in the common elements and facilities and limited common elements as a tenant-in-common with all other unit owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the common elements and facilities and the limited common elements for all purposes incidental to the use and occupancy of his unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with his unit.

The percentage of such undivided interest in the common elements and facilities and limited common elements appurtenant to each unit and its owner shall be as set forth in Section 2.5.

8. Residential Purpose and Limitation of Number of Owners. All buildings and Units therein contained are intended for, and restricted exclusively to, the residential use as governed by the terms and conditions contained herein and the By-laws of the Association. Not more than two (2) persons shall own one unit, provided however, that a husband and wife shall be considered to be one person in determining the number of owners; and this restriction shall not apply to heirs of a deceased owner.

9. Association of Unit Owners.

9.1 Duties and Obligations. All unit owners shall be entitled and required to be a member of an association of unit owners to be known as NORTH SHORE CONDOMINIUM HOMEOWNER'S ASSOCIATION, INC. (hereinafter called "Association") which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the common elements and facilities and limited common elements. The Association shall be incorporated as a non-profit, non-stock corporation under the laws of the State of Wisconsin. Each unit owner and the occupants of the units shall abide by and be subject to all the rules, regulations, duties and obligations of this Declaration and the By-laws and rules and regulations of the Association.

9.2 Voting Rights. The Association shall have two (2) classes of voting memberships as follows:

1. Class A: Class A member(s) shall be all unit owners with the initial exception of the Declarant and shall have one vote for each unit owned; should a unit be owned by more than one person, the owners thereof are entitled collectively to only one vote.
2. Class B: Class B member(s) shall be the Declarant who shall be entitled to three (3) votes

for each unit contemplated by this Declaration less units sold. The Class B membership shall cease and be converted to Class A three (3) years after the date that the first condominium unit is conveyed by the Declarant or thirty (30) days after the conveyance of seventy-five (75%) percent of the common element interest to purchasers, whichever first occurs.

9.3 Association Personnel. The Association may obtain or pay for the services of any person or entity to manage its affairs to the extent it deems advisable and may hire such other persons as it shall determine to be necessary or advisable for the proper operation of the condominium. The Association may contract for lighting, water, trash collection, sewer service, snow removal and such other common services as may be required for each unit.

10. Registered Agent for Service of Process. The initial registered agent for service of process shall be Attorney Charles D. Koehler, 301 N. Lynndale Dr., Appleton, Wisconsin 54914. Change of agent for services of process may be accomplished by resolution of the Board of Directors of the Unit Owner's Association and upon proper filing of said name with the Secretary of State.

11. Repairs and Maintenance.

11.1 Common Elements and Facilities. The Association shall be responsible for the management and control of the common elements and facilities and shall cause the same to be kept in good, neat, attractive and sanitary conditions, order and repair. Without in any way limiting the foregoing, this shall include all painting, repairing and decorating of exteriors, maintenance and repair of walks, drives, parking areas and access routes and maintenance of all grounds and landscaping.



11.2 Individual Units and Limited Common Elements.

Each unit owner shall be responsible for keeping the interior of his unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition and shall be responsible for decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the unit. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each unit owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, lighting fixtures, refrigerators, air conditioning equipment, dishwashers, disposals, laundry equipment such as washers and dryers, ranges or other equipment which may be in or connected to the unit. Each unit owner shall keep the limited common elements appurtenant to his unit as defined in Section 6 hereof and as described in the Plat in good order, condition, repair and in a clean and sanitary condition.

11.3 Prohibition Against Structural Changes by Owner.

A unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to his unit or in or to the exterior of any building or any common or limited common elements and facilities. A unit owner shall not perform or allow to be performed any act or work which would impair the structural soundness or integrity of any building or the safety of the property or impair any easement or hereditament without the written consent of the Association. A unit owner may upon obtaining the written consent of the Association combine two (2) adjacent units, providing, however the work and improvement in combining said units does not violate the terms of this

Paragraph, in particular, and the Declaration, By-laws and rules in general, and complies with all applicable building and zoning regulations.

11.4 Entry for Repairs. The Association may enter any unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities and for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the owners and with as little inconvenience to the owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense.

11.5 Further Prohibitions Against Use of Common Elements. No unit owner (except the Declarant for promotional purposes related to the condominium or to the sale or rental of the units owned by Declarant), may erect, post or display posters, signs, or advertising material on or in the common elements nor place same in a unit visible from the exterior. Patios and decks shall not be used for storage nor for handling, shaking or drying out laundry, carpets, rugs or clothing.

11.6 Repairs and Maintenance. The Association of Unit Owners shall be responsible for the proper maintenance and repair of any and all common electric and telephone utilities. Each unit owner is responsible through the Association for said utilities which shall be kept in good working condition.

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 interior surfaces of the walls, ceilings, floors and doors within such

72

boundaries, 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 wall.

13. Right to Purchase. The Association may bid upon and purchase any unit which may become the subject of a foreclosure action or tax sale, or is involved in an action in bankruptcy, or which becomes available for purchase for any reason whatsoever, whether by operation of law or otherwise.

Such unit ownership or interests therein acquired pursuant to the terms of this paragraph shall be held of record in the name of the Association or such nominee as it shall designate, for the benefit of all of the owners. Such unit ownership or interest therein shall be sold or leased by the Association for the benefit of the owners. All proceeds of such sale or leasing after repayment of borrowed funds, if any, and special assessments levied for such purposes shall be deposited in such funds as the Association establishes and may thereafter be disbursed at such time and in such manner as the Association shall determine.

14. Rights of North Shore Golf Club, Inc. In Transfers of Unit Ownership. In the event of a proposed sale of a unit, subsequent to the initial transfer from Declarant, the selling-unit owner shall first notify the North Shore Golf Club, Inc. in writing regarding such. Members of the North Shore Golf Club, Inc. shall then have 45 days from the date it receives written notice in which one or more of the members of the North Shore Golf Club, Inc. may purchase such unit upon terms mutually agreed to by the selling-unit owner and the member/s. If no member/s of the North Shore Golf Club, Inc. 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 the North Shore Golf Club, Inc.

Upon the event of any transfer of the ownership of a unit (except a transfer between spouses), the selling-unit owner shall pay a transfer fee of \$1,500.00 to the North Shore Golf Club, Inc. This fee shall not be applicable to initial transfers of Unit Ownership from the Declarant.

After the expiration of the 45 day period, if no member of the North Shore Golf Club, Inc. has agreed in writing to purchase the unit, the North Shore Golf Club, Inc. will issue a written statement to the unit owner that the rights of the members of the North Shore Golf Club, Inc. to purchase the unit pursuant to this Section 14 have expired.

15. Right of Declarant to Dispose of Units.

Declarant shall have the right to sell or otherwise dispose of units by deed, land contract or other form of installment sale, or by such other means of conveyance as it may choose, and in the event that Declarant shall be forced to foreclose or otherwise recover possession of any unit as the result of the default of a purchaser under a land contract, installment sale or mortgage, Declarant shall be free to dispose of any such unit by any means whatsoever. Nothing herein contained shall in any way restrict Declarant's right to lease units not sold or otherwise disposed of.

16. Destruction and Reconstruction.

In the event of a partial or total destruction of a building or buildings, they shall be repaired and rebuilt as soon as practicable and

47

substantially to the same design, plan and specifications as originally built, unless within ninety (90) days of the date of the damage or destruction, by affirmative vote of at least ninety (90%) percent of the total number of members of the Association entitled to vote, it is determined not to rebuild or repair. In such event, the provisions of Section 703.18 of the Wisconsin Statutes shall be applicable.

On reconstruction, the design, plan and specifications of any building or unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any unit may not vary by more than five (5%) percent from the number of square feet for such unit as originally constructed; and the location of the buildings shall be substantially the same as prior to damage or destruction. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction as provided in Section 17 hereof. The Association shall have the right to levy assessments in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

17. Insurance. The Board of Directors of the Association shall provide and maintain fire and broad form extended coverage insurance on the buildings and any portion thereof in the amount of the full insurable value (replacement value) of the buildings. Such insurance shall be obtained in the name of the Association as trustee for each of the unit owners and their respective mortgagees as their interests may appear. Premiums shall be a common expense. 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, agent and guests, and that the insurance cannot be cancelled, invalidated or suspended on account of conduct of any one or more unit owners or the Association, or their servants, agents and guest without thirty (30) days prior written notice to the Association giving it opportunity to cure the defects within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually, and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

In the event of partial or total destruction of a building or buildings, and it is determined to repair or reconstruct such building or buildings in accordance with Section 16 hereof, the proceeds of such insurance shall be paid to the Association to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the proceeds shall be distributed to the unit owners and their mortgagees, if any, as their respective interests may appear in the manner provided by the Act.

If the insurance coverage is available to combine protection for the Association and the unit owner's individual unit, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost sharing basis under which the unit owner would be assessed individually for the amount of insurance which he directs the Board of Directors to include in such policies for his additional protection. Copies of all such policies shall be provided to each mortgagee. Owners shall be responsible for providing insurance for improvements to their units; and nothing

46

contained in this paragraph shall be deemed to prohibit any unit owner, at his own expense, to provide any additional insurance coverage on his improvements which will not duplicate any insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Board of Directors to be necessary from time to time.

18. Liability for Common Expenses. The costs of administration of the Association, insurance, repair, maintenance, landscaping and other expenses of the common elements and common services provided to the unit owners shall be paid for by the Association. The Association shall make assessment against the unit owners, as well as the units themselves, for such common expenses in accordance with the percentage of the undivided interest in the common elements and facilities relating to each unit in the manner provided in the By-laws of the Association. No unit owner may exempt himself or his unit ownership from liability for his contribution toward the common expenses by waiver of use or enjoyment of any of the common or limited common elements and facilities or services or by the abandonment of his unit; and no conveyance shall relieve the unit owner, grantor or his unit of such liability; and he shall jointly, severally and personally be liable along with his grantee in any such conveyance for the common expenses incurred up to the date of sale, until all expenses charged to his unit have been paid.

All common expenses and assessments when due shall immediately become a personal debt of the unit owner and also a lien, until paid, against the unit to which charged, as provided

in the Act, without the necessity of filing such lien; and this provision shall constitute notice to all successors of title to units.

19. Partition of Common Elements Prohibited. There shall be no partition of the common elements and facilities and limited common elements through judicial proceedings or otherwise until this agreement is terminated and the property is withdrawn from its terms or 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 herein shall be deemed to prohibit a voluntary or judicial partition of said single unit as between such co-owners. No unit may be subdivided.

20. Conveyance to Include Interest in Common Elements and Facilities and Limited Common Elements. The percentage of the undivided interest in the common and limited common elements and facilities shall not be separated from the unit to which it appertains. No unit owners shall execute any deed, mortgage, lease or other instrument affecting title to such unit ownership without including therein both his interest in the unit and his corresponding percentage of ownership in the common and limited common elements and facilities, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.



21. Easements, Reservations and Encroachments.

21.1 Utilities. Easements are hereby declared and granted for the benefit of the unit owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace electrical lines, water mains and pipes, sewer lines, gas mains, telephone wire and equipment, master television antenna system wires and equipment, including power transformers over, under, along and on any part of the common elements and facilities.

21.2 Encroachments. In the event that by reason of the construction, reconstruction, settlement or shifting of any building or the design or construction of any unit, any part of the common elements and facilities, or limited common elements, encroaches or shall hereafter encroach upon any part of any unit or any part of any unit encroaches or shall hereafter encroach upon any part of the common elements and facilities or limited common elements or any portion of any unit encroaches upon any part of any other unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit so long as all or any part of the building containing such unit shall remain standing; provided however, that in no event shall a valid easement for any encroachment be created in favor of the owner of the unit or in favor of the owner or owners of the common elements or facilities or limited common elements if such encroachment occurred due to the willful conduct of said owner or owners.

21.3 Binding Effect. All easements and rights described herein are easements appurtenant, running with the land and are subject to the reasonable control of the Association.

All easements and rights described herein are granted and reserved to and shall inure to the benefit of and be binding on the undersigned, their successors and assigns and on all unit owners, purchasers and mortgagees 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 21.

22. Restrictions on Use, Occupancy and Transfer.

Each unit and every owner of a unit shall be subject to the following restrictions, covenants and conditions:

22.1 Each of the units shall be occupied and used only for private dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within the condominium except as otherwise provided herein.

22.2 The Declarant may lease the unit on such terms and conditions as it desires in its sole discretion; but after a unit has been conveyed by Declarant to an owner, said unit may not thereafter be leased except as provided in the rules and regulations as have been promulgated by the Association in writing. Any person occupying a unit with the authority of an owner shall comply with all other restrictions, covenants and conditions imposed hereunder upon an owner. No rooms in any unit may be rented; and no transient tenants may be accommodated. No unit owner may subdivide his unit. Any unit owner other than Declarant intending to lease a unit shall notify the Association in accordance with the rules and regulations of the tenant or tenants names and residence, telephone number and business location and business phone and shall provide the Association with a copy of the lease and the owner's address for receipt of

notices. In the event any unit owner fails to comply with these provisions, the Association may assess the owner of the unit a penalty in accordance with the rules and regulations.

22.3 No owner shall cause or permit the common elements to be so used as to deny other owners the full use of such portion of the common elements. Accordingly, there shall be no obstruction of any common elements. Entries, exits, walks and drives shall be kept clean and orderly and free of bicycles, baby carriages, tricycles, scooters, toys, wagons, grills, pools and like objects. Junk, inoperative or unlicensed vehicles shall not be permitted anywhere on the property nor shall vehicles licensed as trailers, boats, vans, campers, camping trucks, house trailers, motor cycles, snowmobiles or similar items be stored, parked or placed in the condominium other than in designated areas. Bicycles shall be placed only in those areas designated by the association.

22.4 The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited.

22.5 No dish or freestanding antennas for television or aeriels for radios shall be erected on any roof or any other portion of the condominium except any community antennas or cable receivers erected by Declarant for the Association. No structure, trailer, tent, shack or barn, temporary or otherwise, except for those maintained by Declarant shall be placed or maintained in any portion of the condominium.

22.6 The owner of a unit shall not be deemed to own any supply lines, waste lines, pipes, wires, conduits or public utility lines running through said units which are utilized for or serve more than one unit except as a tenant-in-common with the other unit owners.

22.7 An owner of a unit, other than the Declarant, desiring to convey title to such Unit shall, fully comply with all of the provisions of Section 14 hereof. Thereafter, if the members of the North Shore Golf Club Inc., fail to exercise their right to purchase the unit and the owner has received a bona fide offer therefor, said owner shall notify the Board of Directors in writing of his intention and desire to convey pursuant to the bona fide offer he has received. Such notice shall supply the name of the proposed purchaser, the terms and conditions of the proposed transaction, the proposed date of conveyance and his commitment to convey in accordance with such offer if the Association does not adopt such offer hereunder. For a period of thirty (30) days following receipt of such notice by the Association, it shall have the right to adopt such offer and purchase such Unit upon the terms and conditions stated in such offer. If such offer is not adopted by the Association within such thirty (30) day period, the owner shall have the right, continuing for three (3) months thereafter, to convey in accordance only with the offer as such offer was presented to and not accepted by the Association. If the conveyance pursuant to a particular offer does not occur within three (3) months after the expiration of such thirty (30) day period, than any new offer shall or shall again, as the case may be, be submitted to the Board of Directors as provided herein.

This requirement to permit the Association to adopt a bona fide offer shall not apply to any transfers made solely for the purpose of securing the performance of an obligation, transfers involving a foreclosures sale or other judicial sale or transfers to a mortgagee in lieu of foreclosure, transfer by a mortgagee following foreclosure or any proceeding or arrangement in lieu thereof, the transfer of one joint tenant's interest to

52

the other joint tenant or transfers by will or intestate distribution. Upon request, the Association shall provide a certificate stating that the foregoing provisions have been complied with or waived by act or the passage of time and the certificate so provided shall be conclusive as to matters stated therein.

The Association upon ten (10) days request shall provide a letter to the purchaser of any unit which states the existence, if any, of outstanding general or special assessments against the owner of the unit being sold. Notwithstanding anything to the contrary contained in the preceding sentence, all units conveyed by Declarant shall be deemed to be conveyed free from all such outstanding general or special assessments to the Association and no such letter shall be required or given as such to such units.

22.8 Each unit shall be used only for such purposes and to such extent as will not overload or interfere with any common elements or to the enjoyment thereof by the owners of other units.

22.9 No nuisances shall be allowed on the condominium nor shall any use or practice be allowed which is immoral or improper or offensive in the opinion of the Board of Directors or in violation of the By-laws or rules and regulations of the Association or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the condominium by other unit owners or occupants, including the use of musical instruments, television, or radios at such times or in such volumes of sound as to be objectionable or requires any alteration of or addition to any common elements.

22.10 No unit owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Board of Directors in accordance with the provisions of Section 17 hereof, nor do or permit anything to be done, nor keep or permit anything to be kept, or permit any condition to exist which might (i) result in termination of any such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide insurance as required or permitted by the provisions of Section 17 hereof, or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase the unit owner responsible for such increase shall pay these. If the rate of premium payable with respect to the policies of insurance taken out by the Board of Directors in accordance with the provisions of Section 17 hereof, or with respect to any policy of insurance carried independently by any unit owner in any building as permitted by the provisions of Section 17 hereof, shall be increased or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest-rated unit of its class of use in the same building by reason of anything that is done or kept in a particular unit or as a result of the failure of any unit owner or any occupant of a unit to comply with the requirements of the policies of insurance taken out by the Board of Directors or as a result of the failure of any such unit owner or occupant to comply with any of the other terms and provisions of this Declaration, the By-laws or the rules and regulations, the unit owner of that particular unit shall reimburse the Association and such other unit owners respective for the resulting additional premiums which shall be payable by the Association or such unit owners, as the case may be. The amount of any such

reimbursement due the Association may without prejudice to any other remedy of the Association be enforced by assessing the same to that particular unit pursuant to the By-laws.

22.11 No unlawful use may be made of the condominium or any part thereof and all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction thereof (collectively "legal requirements") shall be strictly complied with. Compliance with any legal requirements shall be accomplished by and at the sole expense of the unit owner or owners or the Board of Directors, as the case may be, whichever shall have the obligation under this Declaration to maintain and repair the portion of the condominium affected by any such legal requirements. Each unit owner shall give prompt notice to the Board of Directors of any written notice it receives of the violation of any legal requirements affecting its unit or the condominium. Notwithstanding the foregoing provisions, any unit owner may, at its expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any legal requirements affecting any portion of the condominium which such unit owner is obligated to maintain and repair; and the Board of Directors shall cooperate with such unit owner in such proceedings, provided that:

(i) Such unit owner shall pay and shall defend, save harmless, and indemnify the Board of Directors, the Association and each other unit owner against all liability, loss or damage which any of them respectively shall suffer by reason of such contest and any noncompliance with such legal requirements, including reasonable attorneys fees and other expenses reasonably incurred; and

(ii) Such unit owner shall keep the Board of Director advised as to the status of such proceedings. (The foregoing conditions specified in (i) and (ii) above hereinafter collectively called the "Conditions as to Contest".)

65-

Such unit owner need not comply with any legal requirements so long as it shall be so contesting the validity or applicability thereof, provided that (i) noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, and (ii) no part of the building of which the unit involved is a part shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest (the foregoing conditions specified in (i) and (ii) of this sentence are hereinafter called the "Conditions as to Deferral of Compliance). The Board of Directors may also contest any legal requirements without being subject to the conditions as to contest and may also defer compliance with any legal requirements, but only subject to the conditions as to deferral of compliance. The costs and expenses of any contest by the Board of Directors shall be a common expense.

23. 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, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such terms, covenants, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a unit owner, with knowledge of the breach of any covenant hereof shall



52

not be deemed as waiver of such breach; and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

24. Amendments to Declaration. Except as otherwise provided by the Act with respect to the percentage of interest in the common elements and termination of the condominium form of ownership, this Declaration may be amended by an affirmative vote of not less than three-fourths (3/4) of all votes entitled to be cast by the unit owners and their mortgagees following the initial sale of all units by Declarant. Prior to the initial sale of all units by the Declarant the consent of the Declarant, its successor or assigns to such amendment shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Calumet County, and a copy of the amendment shall also be mailed or personally delivered to each unit owner at his address on file with the Association.

25. Notices. All notices and other documents required to be given by this Declaration or the By-laws of the Association shall be sufficient if given to one (1) registered owner of a unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent specified for receipt of process herein. All owners shall provide the Secretary of the Association with an address for mailing or service of any notice or other documents and the Secretary shall be deemed to have

discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.

26. Number and Gender. Whenever used herein, 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.

27. Captions. The captions and section headings herein are inserted only as matters of convenience and for reference and in no way define nor limit the scope or intent of the various provisions hereof.

28. Severability. The provisions hereof shall be deemed independent and severably and the invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provisions or any other provision hereof.

29. Homestead. This is not homestead property.

IN WITNESS WHEREOF, the said E. R. JAMES & ASSOCIATES, INC. has caused these presents to be signed by Edward R. James, its President and James E. McParland Assistant Secretary, at Northbrook, Illinois; and its corporate seal to be hereunto

