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RESTATED DECLARATION OF HERITAGE
LAKE RESORT CONDOMINIUM

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Attorney Philip J. Danen *PJD*
Roels, Keidatz, Fronsee & Danen, LLP
515 George Street, PO Box 5065
De Pere, WI 54115-5065

*Parcel Numbers: 008-12-000A, 008-12-000B, 008-12-000C & 008-12-000D.

*

(Parcel Identification Number)

This instrument drafted by:
Attorney Philip J. Danen
Roels, Keidatz, Fronsee & Danen, LLP
515 George Street
P.O. Box 5065
De Pere, WI 54115-5065

HERITAGE LAKE RESORT CONDOMINIUM

2012 RESTATED DECLARATION

RESTATED DECLARATION OF HERITAGE LAKE RESORT CONDOMINIUM

WHEREAS, a Declaration of Condominium of Heritage Lake Resort Condominium ("Condominium") was recorded on May 18, 1993 in Volume 522 of Records, Pages 839 through 870, Document No. 522121, Door County Register of Deeds Records ("Original Declaration"); and

WHEREAS, the Original Declaration was amended by the recording of certain amendments thereto, namely:

1. First Amendment to Declaration of Condominium of Heritage Lake Resort Condominium recorded at Volume 549 of Records, Page 33, Document No. 532414;
2. Second Amendment to Declaration of Condominium of Heritage Lake Resort Condominium recorded at Volume 549 of Records, Page 967, Document No. 532788;
3. Third Amendment to Declaration of Condominium of Heritage Lake Resort Condominium recorded at Volume 588 of Records, Page 1, Document No. 549540;
4. Fourth Amendment to Declaration of Condominium of Heritage Lake Resort Condominium recorded at Volume 656 of Records, Page 873, Document No. 577147;
5. Fifth Amendment to Declaration of Condominium of Heritage Lake Resort Condominium recorded at Volume 894 of Records, Page 503, Document No. 646071;
6. Sixth Amendment to Declaration of Condominium of Heritage Lake Resort Condominium recorded on August 11, 2006 as Document No. 697783;
7. Seventh Amendment to Declaration of Condominium of Heritage Lake Resort Condominium recorded on March 6, 2008 as Document No. 715646; and

WHEREAS, Wis. Stats. Section 703.09(2) provides that a declaration may be amended with the written consent of two-thirds of the aggregate of the votes appurtenant to each Unit which is the current law regarding this issue; and

WHEREAS, two-thirds or more of the Unit Owners wish to amend and restate the Restated Declaration as hereinafter set forth;

WHEREAS, the Condominium Association has acquired certain lands that are intended to be included as Common Elements for the benefit of the Unit Owners and the Condominium Association;

NOW, THEREFORE, the Unit Owners having two-thirds or more of the aggregate of the votes in the Condominium hereby adopt this 2012 Restated Declaration for Heritage Lake Resort Condominium ("2012 Restated Declaration") which is intended to amend, restate, and replace the Declaration as amended.

ARTICLE 1 STATEMENT OF 2012 RESTATED DECLARATION

1.01 **Purpose.** The purpose of this 2012 Restated Declaration is to amend and restate the Declaration for the Condominium.

1.02 **Real Property.** The real property described on Exhibit A attached hereto and made a part hereof, together with all buildings and improvements located thereon ("Property") shall remain subject to the condominium form of use and ownership as provided in the Act and this 2012 Restated Declaration. The Property shall be held, conveyed, divided, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions, and easements of this 2012 Restated Declaration. All provisions hereof shall be deemed to run with the land and shall continue as benefits and burdens to all parties hereafter having any interest in the Property. The Property shall include those parcels of real property joined into the Condominium and utilized as Common Elements as described on the Sixth Amended Condominium Plat to be recorded contemporaneously herewith this 2012 Restated Declaration.

ARTICLE 2 DEFINITIONS

2.01 **Definitions.** The following words and terms as used in this 2012 Restated Declaration are defined as follows:

Act: The "Condominium Ownership Act" of the laws of the State of Wisconsin, Chapter 703, as amended from time to time.

Association: The Heritage Lake Resort Condominium Association, Inc., a nonprofit corporation.

Board: The Board of Directors of the Association.

Common Elements: All of the Condominium except its Units.

Condominium Plat: The Condominium Plat reflecting the Condominium Property, the Units, and the Common Elements of the Condominium is summarized in Exhibit B attached hereto and made a part hereof.

Declaration: The instrument by which the property described in Exhibit "A" hereto becomes subject to the Act, and as amended from time to time.

Occupant: A person or persons, other than a Unit Owner, who are in possession of a Unit with the Unit Owner's consent.

Person: An individual, corporation, partnership, association, trustee, limited liability company or other legal entity.

Recreational Vehicle: A factory-made self-contained vehicle which is drawn by another vehicle and is initially designed as temporary living quarters for recreational use. "Recreational vehicle" shall not include tents, pop-up campers or trailers, crank-up trailers or truck campers or homemade conversion camping or trailer units of any kind. "Recreational vehicle" is limited to a "park model" which is a large trailer for seasonal or temporary living containing not more than 400 square feet of living space, with a removable tow hitch and which can be transferrable. "Recreational Vehicle" shall be new at the time of delivery to the Condominium.

Storage Building: A structure used for the storage of miscellaneous individual items of personal property belonging to a Unit Owner and located on a Unit but subject to any rules and regulations as to the size, location, design, construction materials, and color as are hereinafter set forth.

Unit: That part of the property intended for independent use, including one or more cubicles of air at one or more levels of space as designated and located on the Condominium Plat attached hereto.

Unit Owner: A person, a combination of persons, revocable or irrevocable trust, a partnership, corporation or a limited liability company who/which holds legal title to a Condominium Unit or has an equitable ownership interest therein as a land contract purchaser.

ARTICLE 3 DESCRIPTION OF DEVELOPMENT

3.01 **Name.** The real estate described on Exhibit A, together with all buildings and improvements located or to be located thereon shall be known as "Heritage Lake Resort Condominium".

3.02 **Address.** The address of the Condominium is 4286 Harbor School Road, P.O. Box 288, Egg Harbor, Wisconsin 54209.

3.03 **Description of Development.** The tracts of land described on Exhibit A are subject to the provisions of this 2012 Restated Declaration.

3.04 **Number of Units, Fractional Ownership Interest in Common Elements, and Voting Rights.** The Condominium consists of Two Hundred Ninety-Seven (297) recreational vehicle sites as shown on the Condominium Plat. The fractional ownership interest in the Common Elements appurtenant to each Unit shall be One/Two Hundred Ninety-Seventh (1/297). Each Unit Owner shall have One (1) vote for each Unit owned. Should a Unit be owned by more than one (1) person, the owners thereof are entitled collectively to only One (1) vote.

ARTICLE 4 NUMBER AND DESCRIPTION OF UNITS

4.01 **Number.** There are Two Hundred Ninety-Seven (297) Units in the Condominium.

4.02 **Description and Ownership.** All Units located in the Condominium and delineated on the Plat are intended for (and restricted to) recreational use and shall not be used on a continuous year-round basis or utilized as a place of abode or permanent residence except as specifically set forth and limited in Article 7.02.A. Said Units are legally described as follows:

A Unit consists of a cubicle bounded on the sides by the perimeters shown on the Plat, bounded above by a horizontal plane fifty (50) feet above the ground level and bounded below by a horizontal plane fifteen (15) feet beneath ground level. The legal description of each Unit shall consist of the identifying number of each Unit as specified herein and as set forth on the Plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number as set forth herein and as shown on the Plat, and every such description shall be deemed good and sufficient for all purposes. Except as provided by the Act, no Unit Owner shall, by deed, plat or otherwise, subdivide or in any manner cause his/her Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

4.03 **Certain Facilities Not Constituting Part of a Unit.** No Unit Owner shall own any pipes, wires, conduits, public utility lines, roadways, culverts or structural components running through his/her Unit and serving more than his/her Unit except as a Common Element to be used by all Unit Owners as needed for the operation of the Condominium.

**ARTICLE 5
COMMON ELEMENTS AND FACILITIES**

5.01 **Description.** The Common Elements and Facilities shall consist of all Heritage Lake Resort Condominium improvements and appurtenances except the individual Units as defined herein. The common elements shall include, but not be limited to, the land upon which the Units are not located, the sewage systems and all component parts thereof, the water wells, water pipes, and other components of the water system; walks, driveways, streets, park areas, nature areas, sidewalks, landscaping, entrances and exits, storage areas, and parking areas; outdoor lighting, pipes, culverts, conduits, wires, and other utility installations; the clubhouse and recreational facilities located therein.

**ARTICLE 6
GENERAL PROVISIONS AS TO
UNIT OWNERSHIP AND COMMON ELEMENTS**

6.01 **No Severance of Ownership.** No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to his/her Unit ownership without including therein both his/her interest in the Unit and his/her corresponding percentage of ownership in the Common Elements, it being intended 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.

6.02 **Easements.**

A. Encroachments. If by reason of the design or construction of any road, utility system, pipe, conduit, etc., and if the same shall encroach or shall hereafter encroach upon any part of any Unit, then valid easements for the maintenance of such encroachments are hereby established and shall exist for the benefit of the Association, provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Association if such encroachment occurred due to the willful conduct of the Board.

B. Utility Easements. All public and private utilities serving the Condominium property are hereby granted the right, subject to approval by the Board in each case, to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, in and through the Common Elements and the Units for the purpose of providing utility services to the Condominium, the recreational vehicles located on the Units, and the Common Elements. Every Unit is granted a utility easement over adjacent Units and the Common Elements in order to provide the necessary utility hookups as presently located.

C. Overflow Parking Areas. The parking areas which are not located within the boundary of any Unit shall be part of the Common Elements, and shall be allocated, used and operated in such manner and subject to such rules and regulations as the Board may prescribe from time to time. Parking spaces in the Common Element parking areas shall be maintained as required from time to time by the Board. The Board shall at all times ensure reasonable means of access to each and all of such parking spaces, from the private roadways within the Condominium and from public roads abutting the Condominium.

D. Easements for Access. There is hereby reserved to each and every Unit Owner, their tenants, guests, invitees, and their respective successors and assigns, perpetual nonexclusive easements over the Common Elements for ingress and egress to each Unit and insuring a right of access between each and every Unit and the public roads serving the property, said easements to

be appurtenant to, and pass with title to, the respective Unit to which said easements correspond, whether or not said easement is expressly mentioned in a deed or deeds of conveyance. The location and use of said easements shall be subject to the rights and powers of the Board as set forth in this 2012 Restated Declaration and in the Condominium Bylaws provided, however, that such rights and powers shall never be construed or exercised in a manner which deprives any Unit Owner of ingress and egress to his/her Unit or of access between such Unit and the public roads abutting the Condominium.

E. Service and Maintenance Easements. There are hereby reserved for the benefit of all Unit Owners, and their successors and assigns, perpetual, nonexclusive easements over the Common Element ingress and egress to each Unit to provide and serve the entire Condominium with garbage and refuse pickup, mail service, police and fire protection, and the necessary and miscellaneous maintenance services of the Common Elements by the Association and/or those persons appointed or hired by the Association to perform said functions.

F. Maintenance of Utilities. Any and all easements set forth for the benefit of Unit Owners, the Common Elements or the Association shall be maintained as necessary at the discretion of the Board. However, any and all liability to maintain said utilities or easements shall in no way impose liability upon the Association or Board to repair or restore any land covered by said easements for the mutual benefit of the Unit Owners, Common Elements or Association.

G. Easements to Run with Land. All easements and rights described herein are appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Association and any Unit Owner, purchaser, mortgagee and other person having an interest in the property, or any part or portion thereof.

ARTICLE 7 COVENANTS AND RESTRICTIONS GOVERNING USE AND OCCUPANCY

7.01 Intent of Covenants and Restrictions. The covenants and restrictions contained herein shall apply to all Units located in the Condominium. Each individual Unit shall be used as a recreational vehicle site for a single family, and for no other purpose. It is intended by these covenants and restrictions that no part of the Property shall be used for other than the recreational purposes for which the Property was designed, except as may be permitted by special provisions contained in this 2012 Restated Declaration. These covenants and restrictions have been adopted to permit the enjoyment of the Condominium by all persons who are authorized to use it. The ownership of a Unit shall constitute acceptance of these covenants and restrictions and an acknowledgment of each Unit Owner, their guests and invitees, that they shall abide by said covenants and restrictions. The covenants and restrictions herein stated shall run with the land and perpetually be in full force and effect, and at all times shall inure to the benefit of and be binding upon the Unit Owners, their heirs, successors and assigns, and any Unit Owner, purchaser, or other person having any interest in the Property, any Unit, or any portion of either.

7.02 Unit Use.

A. Seasonal Use. No Recreational Vehicle located on any Unit in the Condominium nor any individual may be occupied more than Eight Months/240 days in a calendar year ("Year-Round Use"), subject to the following exception:

Grandfathered Unit Owner(s). The following Units, pursuant to this 2012 Restated Declaration may use the Unit for Year-Round Use: Units 7, 30, 61, 74, 90, 160, 178, 192, 202, 206 and 207. A Unit used for Year-Round Use shall be subject to an annual assessment for such use ("Off-Season Service Assessment") in addition to the regular assessments levied by the Association on said Unit. Year-Round Use shall be subject to the following provisions:

1. The Unit Owner's child, children, or other person(s) who may inherit the Unit from a deceased Unit Owner shall not utilize the Unit for Year-Round Use. In the event the Unit Owner is not a natural person, then upon any transfer of ownership of the Unit within the Unit Owner (i.e. stock transfer or transfer within a trust, etc.), the Year-Round Use of said Unit shall terminate.

2. In the event the Unit Owner or his/her surviving spouse sells the Unit, the right to Year-Round Use of said Unit shall terminate and the purchaser of the Unit shall not be entitled to Year-Round Use of the Unit.

3. The Unit Owner may terminate Year-Round Use by notifying the Board in writing; however, such notice is permanent and non-revocable.

4. The Off-Season Service Assessment shall be determined by the Board and is subject to increase or decrease on an annual basis at the Board's discretion, based upon the anticipated cost of providing services to a Unit which is utilized for off-season use. The offseason service assessment shall not be pro-rated or adjusted based upon actual use of a Unit during the off-season. Failure to pay the Off-Season Service Assessment within thirty (30) days of the due date or any other violation of this 2012 Restated Declaration (including any subsequent amendments or restatements hereof) or any Association bylaws, rules or regulations shall result in permanent termination of Year-Round Use.

B. Off-Season Use. Unit Owners shall have access to their Units at all times of the year, but at times other than during the "recreation season" which runs from April 1 of each year to November 1 of each year, only limited services provided by the Association may be available to the Units during other times of the year.

C. Limitations on Use. Nothing shall be done or kept within any Unit or in the Common Elements which will increase the rate of insurance on the Property. No Unit Owner shall permit anything to be done or kept in his/her Unit or on the Common Elements which will result in the cancellation of insurance on the Property, or which would be in violation of any law or ordinance.

D. Pets. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept within any Unit or in the Common Elements, except customary household pets acceptable to the Association and subject to any rules promulgated by the Association. Pets must be kept under the control of their owner at all times and never left unattended outside of the recreational vehicle located on any Unit. All permitted pets shall be kept on a leash when not within the Owner's Unit. Pet owners are responsible for cleaning up all pet droppings created by their pets. Nuisance animals should be reported to local law enforcement authorities. All animals shall have current proof of all applicable and required inoculations. No outside doghouses, animal shelters, kennels, or fenced-in areas are allowed on any Unit.

E. Unlawful Activity. No noxious, offensive, boisterous or illegal activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or may become an annoyance or nuisance to other Unit Owners or Occupants.

F. Quiet Hours. There shall be quiet hours each day from 11:00 p.m. in the evening until 8:00 a.m. the following morning. During this time, noise and activities which would tend to disturb other Unit Owners or Occupants shall be kept to a minimum.

G. Restriction on Commercial Use. No industry, business, club, trade, association, occupation or profession of any kind, commercial, religious or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted in any Unit or on the Common Elements.

H. Restriction on Number of Recreational Vehicles and Use Thereof. Not more than one (1) Recreational Vehicle may be placed on a Unit at any time and must be placed on the pad located within said Unit as originally installed. Recreational Vehicles may only be occupied when located upon a Unit and may not be occupied when located anywhere else within the Condominium, including the overflow parking area.

I. Mobility of Recreational Vehicles. Foundations may not be built around Recreational Vehicles, nor may any structure affixing the Recreational Vehicle to the ground be built unless approved in writing by the Board.

J. Personal Property. There may be placed within the individual Units such items of personal property as are normally used in connection with recreational living (i.e. picnic tables, folding chairs, grills, etc.) and subject to any rules promulgated by the Association.

K. Utility Connections. Water, electric, sewer, gas, telephone, and cable television connections may be used only to serve the Unit for which they are a part and may be connected only through approved hook-up procedures to a recreational vehicle located on a Unit. No individual wells, septic systems, or holding tanks are allowed on any Unit.

L. Maintenance of Unit. Unit Owners shall be responsible to keep and maintain their Unit, Unit improvements and any personal property located thereon, including their Recreational Vehicle in a safe, neat, clean, sanitary and orderly condition. Unit Owners are responsible for trimming and upkeep of all shrubs and trees so as not to have said shrubs and trees cause a nuisance to other Unit Owners or a nuisance on the Common Elements. The Board may cut or trim any tree or shrub causing a nuisance as prohibited herein and charge the cost thereof to the offending Unit Owner as an assessment on their Unit. Not more than ten percent (10%) of the trees, three-inch (3") diameter or less, and no trees greater than three-inch (3") diameter on any Unit may be cut by any Unit Owner without prior approval of the Board.

M. Fire Extinguishers. A fire extinguisher is required to be kept and maintained in each Recreational Vehicle. Fire extinguishers shall be of a size and capacity as recommended and appropriate for the Recreational Vehicle, Unit improvements and personal property located on the Unit.

N. Placement of Recreational Vehicle. No recreational vehicle as defined herein may be placed on any Unit except on the pad located within said Unit as originally installed.

O. Boundary Markers. Unit boundary markers shall not be disturbed, moved, removed or damaged.

P. Garbage and Rubbish. Garbage and rubbish must be disposed of using the strategically located containers provided by the Association. No hot coals shall be dumped in any of said containers. Garbage, rubbish, leaves, pine needles, etc. may not be burned but must be disposed of as required herein. Refuse may be stored in the Recreational Vehicle or storage building located on the Unit only while the Unit is occupied.

Q. Motor Vehicles. Motor vehicles shall be parked within the designated driveway area of a Unit. Any additional motor vehicles shall be parked only in the overflow parking area subject to any rules promulgated by the Association. Only two (2) allowable motor vehicles, exclusive of a Recreational Vehicle or golf cart, shall be allowed on any Unit at one time.

R. Hunting. No hunting shall be allowed within the Condominium at any time, nor shall any weapon of any kind be discharged or fired within the Condominium.

S. Liquefied Petroleum (LP) Gas Tanks. Only factory-provided, self-contained liquefied petroleum gas tanks normally associated with recreational purposes such as grilling or outdoor heating or fireplaces. The Board may adopt rules which regulate the size and location of such tanks on the Units.

T. Boat and Boat Trailers. Boats and boat trailers may not be stored on any Unit or in the Common Elements except that they may be stored in the designated overflow parking area subject to any rules promulgated by the Association.

U. Antennas and Satellite Dishes. No free standing, external towers or antennas are allowed on the property. Satellite dishes may be installed only with written approval from the Board prior to installation thereof and subject to any rules promulgated by the Association.

7.03 Unit Improvements.

A. General Provisions. There may be no improvements to a Unit which in any way interfere with the use of another Unit or the Common Elements, or which may in any way interfere with the provision of services to any Unit, or in any way reduce, add to or alter any screening requirements. Recreational Vehicles located on a Unit shall at all times be maintained in a safe condition and good state of repair. The Board, with respect to the Units, shall have the authority to determine the acceptability and the state of repair and condition of any Recreational Vehicle located within the Condominium. In the event that a Recreational Vehicle is deemed unsafe or unacceptable by the Board, said Recreational Vehicle shall be restored to a safe condition by the Unit Owner as determined by the Board, or shall not be allowed on any Unit in the Condominium. The Board may establish written standards from time to time with respect to the matters 'set forth in this subparagraph.

B. Contour Improvements. No Unit Owner shall change the existing contour or grade of any Unit without the prior written approval of the Board.

C. Trees, Shrubs and Flowers. Trees, shrubs and flowers may be planted on any Unit subject to any rules promulgated by the Association. Said plantings shall not create a nuisance or infringe on any other Unit or the Common Elements.

D. Changes to Recreational Vehicle Pad or Driveway. The Recreational Vehicle pad installed on a Unit must be concrete and maintained at the expense of the Unit Owner; however, the dimensions thereof shall not be increased or enlarged from the original dimensions of the pad installed on a Unit without the prior written approval of the Board. The Unit driveway may be improved by blacktop with the prior written approval of the Board.

E. Storage Buildings. A Unit Owner may construct, erect or place on his/her Unit not more than one (1) storage building. The location, dimensions, color, exterior design, and exterior materials of all storage buildings shall be subject to written approval by the Board prior to the construction or placement of any storage building on a Unit. It is the intention that all storage buildings located within the Condominium are to be of near uniform height, size, color and exterior design.

F. Fences. Unit Owners shall not construct fences except a split-rail type not to exceed four (4) feet in height and which have no more than two (2) rails subject to any rules promulgated by the Association. Other types of fences may be installed only upon written approval by the Board.

G. Fire Pits. There shall not be more than one (1) fire pit per Unit. Fire pits shall be subject to any rules promulgated by the Association. Fire pits shall not be located closer than fifteen (15) feet from any Unit boundary. Fires must be totally extinguished when not personally attended. Fires must be kept at least twenty (20) feet away from any Liquefied Petroleum Gas Tanks.

H. External Lights. Permanent external lighting is allowed subject to any rules promulgated by the Association. However, any permanent external lights shall not create a nuisance to any other Unit Owner or Occupants.

I. Additions.

1. Attached Room and Decks. A Unit Owner may attach to his/her recreational vehicle an all-weather insulated additional room or deck not to exceed 350 square feet in total area, including the Attached Room and/or Deck together with any other Board approved addition. The Attached Room shall be built on a concrete platform. Written approval for the construction of any such addition(s) shall be obtained from the Board prior to the commencement of construction and subject to any rules promulgated by the Association.

2. Gazebos. A Unit Owner may construct one (1) gazebo on the Unit. Prior written approval shall be obtained from the Board prior to the commencement of construction and subject to any rules promulgated by the Association.

J. Setback From Unit Boundaries. No permanent improvement or Recreational Vehicle may be placed or located within two (2) feet of the boundary line of any Unit, except in those circumstances where a Unit boundary is contiguous to the Common Elements (as opposed to an adjoining Unit) other than a roadway, and except as otherwise provided or limited herein.

K. Clothes Lines. Temporary clothes lines shall be permitted subject to any rules promulgated by the Association. However, all clothes lines shall be taken down when not in use.

L. Other Limitations. All improvements to any Unit other than natural plantings must be approved in advance and in writing by the Board and must be constructed in a workmanlike manner.

7.04 Restrictions Governing the Common Elements.

A. Roadways. Roadways within the Common Elements shall be kept clear and unobstructed at all times. No parking is allowed on the roadways at any time.

B. Parking on Common Elements. No allowable motorized vehicles of any type may be parked or located within the Condominium other than on a Unit, at the clubhouse or in the designated overflow parking area.

C. Obstruction of the Common Elements. There shall be no obstruction of the Common Elements nor shall anything be stored thereon or therein.

D. Cutting of Trees and Vegetation. No Unit Owner, Occupant or Person may cut or remove any trees or vegetation from any part of the Common Elements nor alter its existing topography and drainage within the Common Elements. As determined by the Board, the Board may permit trimming or removal of trees or vegetation adjacent to the Units and located in the Common Elements, if necessary, for the reasonable use and enjoyment of the Unit Owners.

E. Speed Limit. The speed limit on all roadways in the Condominium shall be ten miles per hour (10 mph). However, the Board, at its discretion, may increase or decrease the speed limit.

F. Vehicles Other Than Recreational Vehicles. Cars, vans, light trucks and street legal motorcycles shall be allowed on the property for the purpose of providing ingress and egress to the Condominium.

G. Prohibition of Certain Vehicles. Motorcycles, mini-bikes, scooters and/or other motorized apparatus are not allowed to be operated or stored on the Common Elements or on any Unit, except that such vehicles are allowed on the property only if stored on a trailer and placed in an approved parking area, except that motorcycles and mopeds licensed for operation on a public highway and operated by a licensed and insured driver may be used and parked in the same manner as those motor vehicles mentioned herein for the purpose of providing ingress and egress to the Condominium.

H. Snowmobiles. Snowmobiles are permitted within the Condominium but may be operated only on designated trails within the Common Elements for purposes of ingress and egress to areas out of the Condominiums. Snowmobiles may be parked on a Unit only when a Unit is occupied by a Unit Owner. No snowmobiles shall be stored on any Unit. Snowmobiles may be stored in the overflow parking area subject to any rules promulgated by the Association.

I. Golf Carts. Golf carts shall be permitted as transportation within the Condominium but the use thereof is subject to any rules promulgated by the Association.

J. Boats, Trailers, Etc. Boats, trailers, camping trailers, motor homes, truck campers or pop-up campers may not be stored on any Unit or in the Common Elements except that they may be stored in the designated overflow parking area subject to any rules promulgated by the Association.

K. Inoperable Vehicles. Inoperable vehicles located anywhere within the Condominium shall be promptly removed from the Condominium by the owner thereof.

L. Signage. No signs of any kind shall be displayed on any part of the property except at such location and in such form as shall be determined and permitted in writing by the Board.

7.05 Lease or Rental of Units / Prohibition Against Time Shares. No Unit shall be leased or rented by any Unit Owner. Furthermore, the ownership of a Unit may not be segmented into time periods. This provision is intended to prevent conversion of any Unit to what is commonly known as "time share" or "interval ownership", whether under the condominium form of ownership or otherwise. No Unit shall be converted to any type of time share units as defined in Chapter 707 of the Wisconsin Statutes. This provision shall not, however, prevent an Owner of a Unit from purchasing and reselling a Unit within a one-year time period in the normal course of events, i.e., without intent to create a segmented ownership of said Unit.

7.06 General Covenants and Restrictions. Ingress and egress to the Condominium shall be only through the prescribed, marked entrance ways. There shall be no ingress and egress to or from the Condominium by trespassing upon adjacent property, traversing across any Unit(s), or across the Common Elements other than the Common Element roadways.

7.07 Insurance.

A. Unit Owners Insurance. Each Unit Owner shall be responsible for obtaining and paying the premiums for casualty insurance covering: (1) his/her recreational vehicle as well as the improvements thereto and any structures located on the Unit; and (2) his/her personal property located within the recreational vehicle, appurtenant structures or improvements, or stored elsewhere on the Property. In addition, each Unit Owner shall be responsible for obtaining and paying premiums on public liability insurance covering any occurrences on the Unit or within the recreational vehicle located on the Unit which he/she owns to the extent that said occurrences are not covered by casualty or liability insurance coverage for all Unit Owners which may be obtained by the Board as provided for herein.

B. Association Insurance. The Board shall obtain and maintain fire, casualty, and special form insurance coverage for the common elements and for the Association's service equipment, supplies, and personal property. Insurance coverage for the Common Elements shall be reviewed and adjusted by the Board of the Association from time to time to ensure that the required coverage is at all times provided. The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as trustee for the individual Unit Owners and their respective percentage interests in the Common Elements and may list each Unit Owner as an additional insured. All premiums for such insurance shall be common expenses.

C. Public Liability Insurance. The Board shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$1 Million per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. All premiums for such insurance shall be common expenses. Each Unit Owner shall have the right to insure his/her own Unit for personal benefit as provided above.

**ARTICLE 8
REMEDIES FOR BREACH OF
COVENANTS, RESTRICTIONS AND REGULATIONS**

8.01 Abatement and Enjoinment. The violation of any restriction, condition or regulation adopted by the Board or the breach of any covenant, restriction, condition or provision contained in this 2012 Restated Declaration or in any of the other Condominium documents which govern Heritage Lake Resort Condominium shall allow the Board to proceed as follows:

A. To enter upon that part of the Condominium (or the Unit) where the violation or breach exists and summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this 2012 Restated Declaration and the above-mentioned Condominium documents, and in such case, the Board shall not be deemed guilty of any trespass; or

B. To enjoin, abate or remedy by appropriate legal action, either in law or in equity, the continuance of any such breach. All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees as well as other fees and expenses, and all damages, liquidated or otherwise, together with the interest thereon at the maximum legal rate until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of said Unit Owner's share of the common expenses, and the Board shall have a lien against the defaulting Unit Owner's Unit therefore. Any and all such remedies may be exercised at any time, and from time to time, cumulatively or otherwise, in the discretion of the Board.

C. In addition to all other remedies available to the Association, the Association shall have the right to assess and collect from any Unit Owner who is in violation of this 2012 Restated Declaration, the Association Articles, Bylaws or any Rules or Regulations promulgated hereunder, which violation continues beyond any applicable cure period, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

**ARTICLE 9
LIABILITY OF BOARD OF DIRECTORS**

9.01 The members of the Board and their respective agents and employees, shall not be personally liable to the Unit Owners or others for any mistake of judgment or for any acts or omissions made in good faith as such Board members, or otherwise, in exercise of the powers herein vested in the Board. The Unit Owners shall indemnify and hold harmless each of the members of the Board, and their respective agents and employees, against all contractual liability to others arising out of a contract made by the Board on behalf of the Unit Owners unless any such contract shall have been made in bad faith or contrary to the provisions of this 2012 Restated Declaration.

9.02 Every agreement made by the Board or by the managing agent on behalf of the Unit Owners, shall provide that the members of the Board, or the managing agent, as the case may be, are acting only as agent for the Unit Owners, and shall have no personal liability thereunder (except as a Unit Owner) and that each Unit Owner's liability thereunder shall be equal to the Unit Owner's proportionate share of ownership in the Common Elements as set forth herein.

**ARTICLE 10
DAMAGE OR DESTRUCTION OF HERITAGE LAKE RESORT
CONDOMINIUM COMMON ELEMENTS**

10.01 The Association shall have the authority and the responsibility to rebuild, or restore the Property should it be damaged or destroyed, unless, within ninety (90) days of the date of such damage or destruction, the Association determines by the affirmative vote of at least seventy-five percent (75 %) of the outstanding votes of the Association not to rebuild, repair or restore the Property. In the event the Property is not rebuilt, repaired or restored, it shall be subject to the provisions of Section 703.18(2)(b), Wis. Stats.

**ARTICLE 11
GENERAL PROVISIONS**

11.01 **Maintenance of Utilities.** The Association shall be responsible for the proper maintenance and repair of any and all Common Element waste water treatment systems (including the holding tank(s), sewer laterals and municipal hook-ups, if any), common well system(s) and water system(s) serving the Condominium property and laterals to municipal hookups, if any, as well as the electric, telephone (except telephone equipment within a Unit), and any other utilities whether now used on the Condominium property or installed at a later date.

11.02 **Information to Mortgagees.** Upon written request to the Board, a mortgagee or land contract vendor who holds a security interest in any Unit shall be entitled to receive any and all notices permitted or required by this 2012 Restated Declaration to be given to such Unit Owner whose Unit ownership is subject to such mortgage or land contract.

11.03 **Partition of Common Elements.** There shall be no partition of the Common Elements through judicial proceedings or otherwise unless and until this 2012 Restated Declaration is terminated and the Condominium property is withdrawn from the terms hereof.

11.04 **Notices.** Notices provided for in this 2012 Restated Declaration and in the Act shall be given in writing, and shall be addressed to the Board of the Association in care of the property address set forth herein, and to any Unit Owner at the address on file with the Secretary of the Association or at such other address as is provided for herein. Each Unit Owner shall be required to supply the Secretary of the Association with a permanent address for the mailing of notices, assessments, and other Condominium information.

11.05 **Failure of Association to Insist on Strict Performance Not a Waiver.** The failure of the Association to insist, in anyone or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this 2012 Restated 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 failure of such term, covenant, 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 not be deemed as a waiver of such breach, and no waiver by the Association as to any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

11.06 **Captions.** The captions and section headings herein are intended as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

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

11.08 **Registered Agent for Service of Process.** The registered agent for service of process shall be Pamela Swanson, 6037 Lakeshore Road, Sturgeon Bay, WI 54235. Change of agent for service of process may be accomplished by resolution of the Board of the Association and upon proper filing of said name with the Department of Financial Institutions for the State of Wisconsin.


11.09 **Amendments to the 2012 Restated Declaration.** Except as provided by the Act, or as otherwise provided in this 2012 Restated Declaration, this 2012 Restated Declaration may be amended with the written consent of at least two-thirds of the aggregate of the votes held by all Unit Owners. No Unit Owner's consent shall be effective without the written consent of the first mortgagee of his/her Unit, if any. An amendment shall become effective when recorded in the same manner as the Declaration. Copies of amendments shall be certified by the President and Secretary of the Association in form suitable for recording. An amendment shall be recorded at office of the Register of Deeds for Door County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at his/her address on file with the Association.

[CERTIFICATION PAGE TO FOLLOW]

**CERTIFICATION OF PRESIDENT AND SECRETARY OF
HERITAGE LAKE RESORT CONDOMINIUM
OWNERS' ASSOCIATION, INC.**

We, Kenneth P. Pabich, President, and Paul J. Hetzel, Secretary, of Heritage Lake Resort Condominium Owners' Association, Inc., hereby certify that the foregoing Restated Declaration of Heritage Lake Resort Condominium, was approved by at least sixty-seven percent (67%) of the unit owners and mortgagees, if any, who expressed such consent in writing to the Association.

**Heritage Lake Resort Condominium
Owners' Association, Inc.**

By: 
Kenneth P. Pabich, President

By: 
Paul J. Hetzel, Secretary

AUTHENTICATION

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

On this 18th day of February, 2013, the signatures of the above-named Kenneth P. Pabich, President, and Paul J. Hetzel, Secretary, of Heritage Lake Resort Condominium Owners' Association, Inc., were authenticated by me and known to be the persons who executed the foregoing instrument and acknowledged the same.

(SEAL)


Attorney Philip J. Danen
MEMBER OF THE STATE BAR OF WISCONSIN

This document drafted by:
Attorney Philip J. Danen
Roels, Keidatz, Fronsee & Danen, LLP
515 George Street
P.O. Box 5065
De Pere, WI 54115-5065

EXHIBIT A
Legal Description

That part of the SW 1/4 of the NW 1/4, the SE 1/4 of the NW 1/4, and the NW 1/4 of the SW 1/4 of Section 29, T. 30 N., R. 27 E., Town of Egg Harbor, Door County, Wisconsin. Described as follows:

Commencing at the W 1/4 corner of said Section 29-30-27, said corner also being the point of beginning of lands to be described; thence North 1333.33 feet along the west line of the NW 1/4 of said Section 29-30-27, said line also being the centerline of Elm Road to the NW corner of the SW 1/4 of the NW 1/4 of said Section 29-30-27; thence S. 89°09'03" E. -- 2305.68 feet along the north line of the South 1/2 of the NW 1/4 of said Section 29-30-27; thence S. 00°06'58" E. -- 1343.01 feet to the south line of the NW 1/4 of said Section 29-30-27, said line also being the centerline of Harbor School Road; thence N. 88°54'42" W. -- 1020.52 feet along said south line of the NW 1/4 (c/l of Harbor School Road); thence S. 01°26'10" W. -- 185.14 feet; thence S. 68°40'35" W. --- 127.96 feet; thence N. 88°48'32" W. -- 115.00 feet; thence S. 01°26'10" W. -- 210.00 feet; thence N. 88°48'32" W. -- 385.15 feet; thence N. 01°31'26" W. -- 443.49 feet to the aforementioned south line of the NW 1/4 of said Section 29-30-27 (centerline of Harbor School Road); thence N. 88°54'42" W. -- 647.05 feet along said north line (centerline) to the point of beginning.

Said parcel contains 76.09 acres, excepting therefrom those portions previously dedicated for the right-of-way of Elm Road and Harbor School Road.

EXHIBIT B
Condominium Plat

NE CORNER -
C.S.M. NO. 2317
(NE CORNER -
SE 1/4 - NW 1/4
29-30-27)

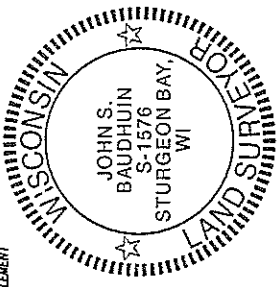
EAST LINE -
SE 1/4 - NW 1/4
29-30-27

SIXTH ADDENDUM TO PLAT OF Heritage Lake Resort Condominium

A CONDOMINIUM
LOCATED IN:
THE SW 1/4 OF THE NW 1/4,
THE SE 1/4 OF THE NW 1/4,
AND THE NW 1/4 OF THE SW 1/4 OF
SECTION 29, TOWNSHIP 30 NORTH, RANGE 27 EAST,
TOWN OF EGG HARBOR, DOOR COUNTY,
WISCONSIN.

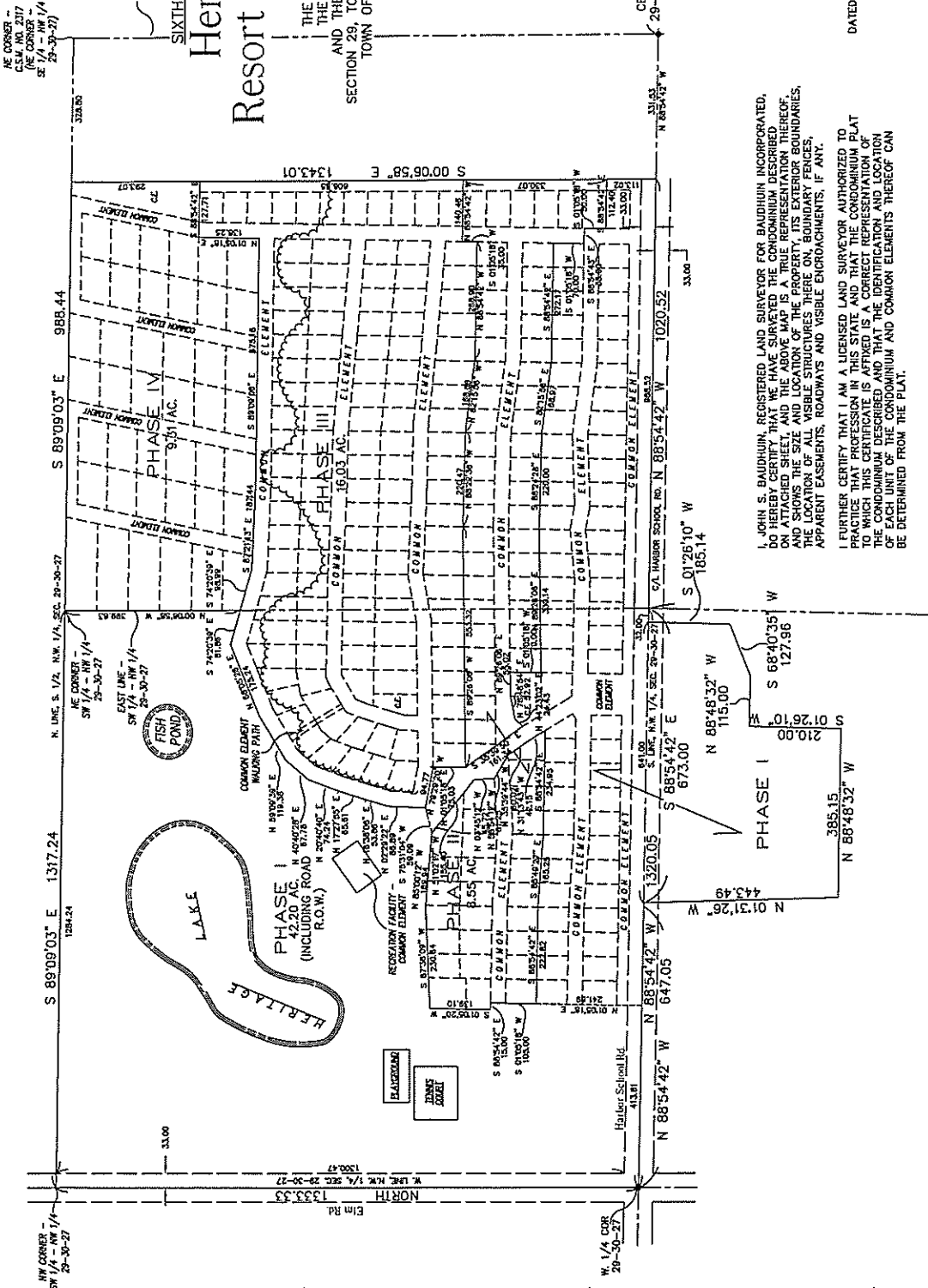


NORTH
1" = 200'
C.E. = COMMON ELEMENT



THIS SURVEY IS MADE FOR
THE PRESENT OWNERS OF
THE PROPERTY AND ALSO
THOSE WHO PURCHASE
THE SAME TO GIVE THEM
TITLE HERETO FOR ONE
YEAR HERE OF:

DATED 02.04.13
John S. Baudhuin
JOHN S. BAUDHUIN SLS 1576



I, JOHN S. BAUDHUIN, REGISTERED LAND SURVEYOR FOR BAUDHUIN INCORPORATED,
DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE CONDOMINIUM DESCRIBED
ON ATTACHED SHEET, AND THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF,
AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES,
THE LOCATION OF ALL VISIBLE STRUCTURES THEREON, BOUNDARY FENCES,
APPARENT EASEMENTS, ROADWAYS AND VISIBLE ENCROACHMENTS, IF ANY.

I FURTHER CERTIFY THAT I AM A LICENSED LAND SURVEYOR AUTHORIZED TO
PRACTICE THAT PROFESSION IN THIS STATE, AND THAT THE CONDOMINIUM PLAT
TO WHICH THIS CERTIFICATE IS AFFIXED IS A CORRECT REPRESENTATION OF
THE CONDOMINIUM DESCRIBED AND THAT THE IDENTIFICATION AND LOCATION
OF EACH UNIT OF THE CONDOMINIUM AND COMMON ELEMENTS THEREOF CAN
BE DETERMINED FROM THE PLAT.

SIXTH ADDENDUM TO PLAT OF
Heritage Lake
Resort Condominium

A CONDOMINIUM
LOCATED IN:
THE SW 1/4 OF THE NW 1/4,
THE SE 1/4 OF THE NW 1/4,
AND THE NW 1/4 OF THE SW 1/4 OF
SECTION 29, TOWNSHIP 30 NORTH, RANGE 27 EAST,
TOWN OF EGG HARBOR, DOOR COUNTY,
WISCONSIN.

Description - Phases I through IV:

That part of the SW 1/4 of the NW 1/4, the SE 1/4 of the NW 1/4, and the NW 1/4 of the SW 1/4 of Section 29, T. 30 N., R. 27 E., Town of Egg Harbor, Door County, Wisconsin. Described as follows:

Commencing at the W 1/4 corner of said Section 29-30-27, said corner also being the point of beginning of lands to be described; thence North 1333.33 feet along the west line of the NW 1/4 of said Section 29-30-27, said line also being the centerline of Elm Road to the NW corner of the SW 1/4 of the NW 1/4 of said Section 29-30-27; thence S. 89°09'03" E. -- 2305.68 feet along the north line of the South 1/2 of the NW 1/4 of said Section 29-30-27; thence S. 00°08'58" E. -- 1343.01 feet to the south line of the NW 1/4 of said Section 29-30-27, said line also being the centerline of Harbor School Road; thence N. 88°54'42" W. -- 1020.52 feet along said south line of the NW 1/4 (of Harbor School Road); thence S. 01°26'10" W. -- 185.14 feet; thence S. 68°40'35" W. --- 127.96 feet; thence N. 88°48'32" W. -- 115.00 feet; thence S. 01°26'10" W. -- 210.00 feet; thence N. 88°48'32" W. -- 365.15 feet; thence N. 01°31'26" W. -- 443.49 feet to the aforementioned south line of the NW 1/4 of said Section 29-30-27 (centerline of Harbor School Road); thence N. 88°54'42" W. -- 647.05 feet along said north line (centerline) to the point of beginning.

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