

VOL. 761 of Page 358 379

*Otto Koskela*

REGISTER OF DEEDS

'99 AUG 16 PM 3 30

REGISTERED

BAYFIELD, WI

Return to:

SCL&A *pk 50*  
122 West Bayfield St.  
Washburn WI 54891

This document drafted by:  
SPEARS, CARSLON, LINDSEY & ANDERSON  
Thomas T. Lindsey #01010184  
122 West Bayfield Street  
P.O. Box 547  
Washburn WI 54891  
(715) 373-2628

**DECLARATION  
OF CONDOMINIUM FOR  
LAKEWOODS FOREST RIDGES  
CONDOMINIUM**

THIS DECLARATION OF CONDOMINIUM, executed as of this 12 day of August, 1999.

**WITNESSETH:**

**WHEREAS**, Namakagon Company, Inc., a corporation under the laws of the State of Wisconsin ("Declarant"), is the fee owner of certain real property described on Exhibit A in this Declaration of Condominium for Lakewoods Forest Ridges Condominium ("Declaration"); and

**WHEREAS**, Declarant, prior to the filing of this declaration, sold several lots in the Plats of of Pine Ridge and Oak Ridge Subdivision. The owners of said lots are desirous of having their parcels included in and subject to the terms of this declaration. Exhibit B identifies parcels previously sold and the owners thereof. By signing Exhibit B, the owners of said respective lots consent to the application of this declaration and the terms thereof to said parcel and said parties and parcels are bound thereby.

**WHEREAS**, Access to the property is via an easement created by Namakagon Company, Inc. Namakagon Company, Inc. filed the Declaration of Covenants, Conditions and Restrictions of Lakewoods Forest Ridges on June 7, 1996, and said Declaration is recorded in Volume 672 of Records, Pages 30-63, inclusive, as Document No. 427172. Said parcels continue to be subject to said declaration.

**WHEREAS**, Declarant and the consenting owners set forth on Exhibit B are desirous of allowing the construction of a two-unit condominium building on each lot of the real estate described above, and it is their intention and desire to submit and establish the real property and improvements constructed, or to be constructed, thereon and owned as a condominium.

**WHEREAS**, the Declarant hereby establishes by this Declaration a plan for the individual ownership of the real property, and the ownership by the individual and separate owners thereof, as tenants in common in undivided percentage interests as set forth in this Declaration, of all of the remaining real property which is hereinafter defined and referred to as the "Common Elements;" and

**WHEREAS**, Lakewoods, Inc. has restricted development on adjacent parcels involving a condominium development providing for separate covenants, conditions and restrictions, however, the declarant intends to use the same Property Owner's Association, as Lakewoods, Inc. to exercise the same functions for said development as aforesaid; and

**WHEREAS**, incorporated, under the laws of the State of Wisconsin is Lakewoods Forest Ridges Property Owner's Association, Inc., for the purpose of exercising the functions aforesaid.

**NOW, THEREFORE**, the Declarant, and consenting others, as the fee owners of that certain tract of real property ("Property") and improvements thereon located in the County of Bayfield, State of Wisconsin and legally described on attached Exhibits "A" and "B," hereby make the following declaration pursuant to the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes (hereinafter the "Act") as to divisions, covenants, restrictions, limitations, conditions and uses to which the above-described real property and improvements thereon may be put, hereby specifying that said declaration shall constitute covenants which shall run with the land and shall be binding on the Declarant, its successors and assigns, and all subsequent owners of all or any part of said real property and improvements, together with

their grantees, successors, heirs, executors, administrators, devisees or assigns.

Terms not otherwise defined herein shall have the meanings ascribed to them in the Act.

## ARTICLE I

### Creation of Units, Common Elements and Limited Common Elements

**Section 1. Establishment of Condominium.** The Declarant, in order to establish a plan of condominium ownership for the Property and improvements hereby covenants, agrees and declares that it hereby subjects the Property to the Declaration and hereby divides the Property and improvements thereon into separate parcels of real estate, within the meaning of the Act, and that such condominium division of such Property and improvements shall hereafter be known as "Lakewoods Forest Ridges Condominium," (hereinafter "Condominium") and such condominium division shall be upon the terms and conditions hereinafter set forth:

- (a) **Units and Buildings.** Two (2) separately-designated duplex units ("Units") designated as Units "A" and "B" are hereby created, per lot, as more particularly depicted on the Condominium Plat. Units consist of unimproved land upon which improvements may be constructed in accordance with the provisions of this Declaration, the Act and zoning, land use and building codes and regulations of appropriate governmental authorities. Existing and future Units and buildings located or to be located on Units are intended to be used for residential and recreational uses allowed under zoning and building laws, regulations and codes presently existing or hereinafter promulgated by appropriate governmental authorities and are restricted in their use by such laws, regulations and codes. Pursuant to the provisions of Sections 703.11(3) and 703.12 of the Act, Units shall be designated as Units on the Condominium Plat and shall be used for description purposes in any deed or other instrument affecting title to any Unit.
- (b) **Common Elements.** The common elements (hereinafter "Common Elements") shall include all portions of the Condominium other than the Units.
- (c) **Limited Common Elements.** The limited common elements shall include all those areas specifically identified on the condominium plat.

**Section 2. Condominium Plat.** The Condominium Plat depicts approximate dimensions, floor area and location of duplex buildings that may be constructed in the future on the lots as depicted on the Condominium Plat. When the exact dimensions, floor area and location of buildings on the lots are known, the Condominium Plat shall be amended to include such information. For this purpose, and to implement the amendment of the Condominium Plat from time to time to comply with the requirements of the Declaration and the Act, each Unit Owner, by accepting a deed for a Unit, automatically and without the requirement of further documentation, appoints the Declarant as his or her attorney-in-fact under an irrevocable power of attorney coupled with an interest to act in his or her place and stead to amend the Condominium Plat as above-provided. This power of attorney shall run with each Unit and shall be binding and enforceable upon all Unit Owners, their heirs, successors and assigns.

## ARTICLE II

### Ownership of Common Elements

**Section 1. Ownership of Common Elements.** Ownership of each Unit shall include undivided interests in the Common

Elements specified and established in Exhibit "C" attached hereto. The above undivided interests established and to be conveyed with each Unit, as indicated above, cannot be changed except as such interests may be reallocated to: (i) the terms of Article XIII hereof relating to relocation of boundaries; (ii) the terms of Article XIV hereof relating to separation and improvement of Units; (iii) the terms of Article XV hereof, relating to the addition of additional property to the condominium; and (iv) the acquisition of a Unit by eminent domain. Pursuant to the Act, each undivided interest in Common Elements shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Unit.

**Section 2. Ownership of Limited Common Elements.** That part of the common elements adjacent to each unit and designated on the plat as limited common area are reserved for the exclusive use of the owners of the units to which said limited common areas are attached. Said limited common areas are conveyed with each respective unit and cannot be changed except as set forth in Section 1. above.

### **ARTICLE III** **Maintenance Responsibilities**

**Section 1. Maintenance by Association and by Unit Owners.** Except as otherwise required under the Act, Lakewoods Forest Ridges Property Owner's Association, Inc., (hereinafter, "Association") after construction and acceptance, shall be responsible for maintenance, repair and replacement of all Common Elements under the terms of this Declaration. Each Unit Owner, as the term is defined in the Act, shall be responsible, after construction and acceptance, for maintenance, repair and replacement of his or her Unit. Each Unit Owner shall afford to the Association and to their agents or employees, access through his or her Unit reasonably necessary for those purposes. The Association, upon the vote of fifty-one percent (51%) of Unit Owners shall also have the right to rebuild, repair, restore the Property and to grant utility easements under, through or over the Common Elements which are reasonably necessary to the ongoing development and operation of the Condominium.

### **ARTICLE IV** **Allocation of Common Expenses**

**Section 1. Common Expense Assessment.** From and after the adoption of the budget and the levying of expenses by the Association under Section 703.16 of the Act, each Unit Owner covenants to pay common expense assessments (as the term is used in Section 703.16 of the Act). Common expense assessments shall be allocated among the Units in the manner set forth on Exhibit "D" attached hereto and made a part hereof. Assessments (other than special assessments) shall be payable annually. The Association may assess any common expense benefitting less than all of the Units against the Units benefitted. In such case, the assessment shall be allocated among the Units benefitted in proportion to their common expense liability.

### **ARTICLE V** **Liability for Assessments**

**Section 1. Lien of Association.** The Association shall have a lien on each Unit for any assessments levied against that Unit, as provided under Section 703.16(4) of the Act and such lien shall have the priority and may be foreclosed in the manner provided in the Act. Fees, charges, late charges and interest charges pursuant to Section 703.16 of the Act shall be enforceable as assessments. Past due assessments, and amounts enforceable hereunder as assessments, shall bear interest at the rate established in Section 703.16(7) of the Act.

**Section 2. No Waiver of Liability.** Each Unit Owner at the time an assessment is payable is personally liable to the

Association for the payment of the assessment against his or her Unit, as provided in Section 703.16(3) of the Act, and no Unit Owner may exempt himself or herself from the common expense liability by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his or her Unit.

**Section 3. Liability of Grantee for Unpaid Assessments.** In a voluntary conveyance of a Unit (except as provided with respect to First Mortgagees under Article XII hereof) the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the grantor for his or her share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any grantee shall be entitled upon written request to a statement setting forth the amount of unpaid assessments currently levied against his or her Unit, as provided in Section 703.16(5) of the Act.

**Section 4. Reserve for Replacements; Annual Assessments.** Assessments for common expenses shall include an adequate reserve fund for replacement of Common Element components which shall be funded by annual payments and not by extraordinary special assessments.

#### **ARTICLE VI Allocation of Voting Rights**

**Section 1. Allocation.** Voting rights in the Association shall be allocated among Unit Owners as set forth on Exhibit "D" attached hereto and made a part hereof.

#### **ARTICLE VII Miscellaneous Covenants**

**Section 1. Miscellaneous Covenants.** Declarant, for itself, its successors and assigns, by this Declaration, and any future Unit Owner, by acceptance of a deed to a Unit, covenant and agree as follows:

- (a) **Ingress and Egress of Unit Owners.** There shall be no restriction upon any Unit Owner's right of ingress to and egress from his or her Unit, nor can the Association impose charges or fees for the use of Common Elements or constituting ingress and egress to a Unit.
- (b) **Administration.** The administration of the Condominium shall be in accordance with the provisions of the Act, this Declaration, and the By-Laws of the Association.
- (c) **Compliance with Declaration, By-Laws and Rules and Regulations.** Each Unit Owner, tenant or occupant of a Unit shall comply with the provisions of this Declaration, the By-Laws, and rules and regulations of the Association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, rules or regulations, shall be grounds for an action to recover sums due, for damages, or for injunctive relief.
- (d) **Use of Common Elements.** There shall be no obstruction, littering, defacement or misuse of the Common Elements.
- (e) **Registered Agent for the Association.** The registered agent for the Association shall be Philip Rasmussen, HC 73, Box 315, Cable, Wisconsin 54821, and he shall be the person to receive service of process. The Declarant shall designate a successor to Philip Rasmussen for purposes of having a person to receive service of process.
- (f) **Address of Condominium.** The address of the Condominium shall be Town of Cable, Bayfield County, Wisconsin.

**ARTICLE VIII**  
**Condominium Association**

**Section 1. Membership Automatic.** A Unit Owner shall automatically, upon becoming the owner of a Unit or Units, be a member of the Association and shall remain a member of said Association until such time as his or her ownership ceases for any reason, at which time his or her membership in said Association shall automatically cease.

**Section 2. Binding Effect.** All agreements and determinations lawfully made by the Association in accordance with the voting percentages established under the Act, this Declaration or in the By-Laws, shall be deemed to be binding on all Unit Owners, their successors and assigns.

**ARTICLE IX**  
**Insurance**

**Section 1. Maintenance of Property and Liability Insurance by Association.** In addition to any other insurance required by law, the Board of Directors of the Association shall be required to obtain and maintain, to the extent obtainable, the following property and liability insurance coverages:

- (a) Master or blanket type policy of property insurance with extended coverage endorsement, excluding land, foundations, excavation and other items, and covering the interest of the Association, the Board of Directors and all Unit Owners and their mortgagees, as their interests may appear, for an amount at least equal to such coverage as is commonly required by prudent institutional mortgage investors in the area in which the Condominium is located, but in no event less than the full insurable current replacement cost, as determined by the Board of Directors. Whenever and to the extent appropriate, while any alterations or reconstruction are in the course of being made, such insurance shall be carried in builders' risk form written on a completed value basis. Such policy shall afford, at a minimum protection against the following:
  - (i) Loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;
  - (ii) All other perils which are customarily covered with respect to projects similar in construction, location and use as the Condominium, including all perils normally covered by the standard "all risk" endorsement, where such is available. The name of the insured under such policies must be set forth therein substantially as follows:

LAKEWOODS FOREST RIDGES  
PROPERTY OWNER'S ASSOCIATION, INC.  
for the use and benefit of  
the individual owners.

The policies may also be issued in the name of an unauthorized representative of the Association, including any Insurance Trustee with whom the Association has entered into an Insurance Trust Agreement, or any successor to such Trustee, for the use and benefit of the individual owners. Loss payable shall be in favor of the Association (or Insurance Trustee), as a trustee for each Unit Owner and each such Unit Owner's mortgagee. Each Unit Owner and each Unit Owner's mortgagee, if any, shall be beneficiaries of the policy in the percentage of common ownership.

Evidence of insurance shall be issued to each Unit Owner and mortgagee upon request. Policies must provide for the recognition of any Insurance Trust Agreement.

- (a) Comprehensive public liability insurance in such amounts and with such coverage as the Board of Directors shall from time to time determine, but at least:
- (i) Covering events occurring anywhere on the Common Elements or arising out of or in connection with the use, ownership or maintenance of the Common Elements;
  - (ii) Covering, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements, and legal liability arising out of lawsuits related to employment contracts of the Association.
  - (iii) To the extent reasonably available, insuring each officer and member of the Board of Directors, the managing agent and each Unit Owner and with the cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner and with a "Severability of Interest Endorsement" which would preclude the insurer from denying the claim of a Unit Owner for the negligent act of another Unit Owner, occupant or the Association; and
  - (iv) In amounts generally required by private institutional mortgage investors for projects similar in construction, location and use as the Condominium (however, such coverage shall be for at least \$1,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence).
- (c) Such other insurance as the Board of Directors may determine.

**Section 2. Insurance Trustees; Power of Attorney.** All insurance obtained by the Association under this Article IX shall be procured from generally accepted insurance carriers. There may be named as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee"), which Insurance Trustee shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance and to perform such other functions as are necessary to accomplish this purpose. Each Unit Owner, in accepting title to the Unit, irrevocably appoints the Association, or any Insurance Trustee or substitute Insurance Trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution and releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose.

**Section 3. Notification to First Mortgagees.** The Association shall be empowered to agree in writing to notify the First Mortgagee of a Unit or any servicer of such First Mortgage whenever damage to such Unit exceeds \$1,000 and to notify all First Mortgagees in the event damage to Common Elements exceeds \$10,000.

**Section 4. Insurance Responsibilities of Unit Owners.** Each Unit Owner is responsible for insurance for his or her own benefit insuring his or her personal liability (except to the extent of his or her liability arising from his or her undivided interest in the Common Elements), provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by a Unit Owner.

**Section 5. Premiums a Common Expense.** Insurance premiums for any property, liability or other insurance coverages purchased by the Board of Directors shall be common expenses to be paid by assessments levied by the Association. Such payments shall be held in a separate escrow account of the Association and used solely for the payment of the insurance premiums.

**Section 6. Reconstruction and Repair.** In the event of any damage or destruction to any portion of the Condominium, the same shall be repaired, replaced or rebuilt or may be sold by the Association upon the vote of fifty-one percent (51%) of votes by Unit Owners, substantially in accordance with this Declaration and the Condominium Plat, except as otherwise provided by Section 703.17 of the Act.

#### ARTICLE X Condemnation

**Section 1. Condemnation of Unit or Common Elements.** If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation of eminent domain or proceedings in lieu of condemnation or eminent domain or is otherwise sought to be acquired by a condemning authority (all of the foregoing being hereinafter referred to as "condemnation"), then and in any such event First Mortgagees shall be entitled to receive timely written notice of any such condemnation proceeding or proposed acquisition. Any amount payable with respect to any condemnation of the Common Elements, or any portion thereof, shall belong and be payable to the Association, or any trustee engaged by the Association to be held in trust for Unit Owners and First Mortgagees as their interests may appear. The Association shall represent the Unit Owners in the condemnation, or in negotiations, settlements and agreements with the condemning authority in any condemnation of Common Elements, and each Unit Owner, by acceptance of a deed to a Unit, appoints the Association, or trustees engaged by the Association, as attorney-in-fact for such purpose. Such condemnation proceeds shall be applied for the restoration or repair of any Common Elements remaining after such condemnation, and any portion of the award not used for any such restoration or repair shall be divided amount the Unit Owners and the First Mortgagees in the manner prescribed by Section 703.19 of the Act.

#### ARTICLE XI Special Declarant Rights

**Section 1. Special Declarant Rights.** The Declarant expressly reserves the following special Declarant rights, as the term is used in Section 703.15(2)(c) of the Act:

- (a) To elect, or cause persons designated by it to elect, the members of the Board of Directors of the Association for a period set forth at Section 703.15(2)(c) of the Act from the date of the first conveyance of a Unit to a Unit Owner other than Declarant, provided, however, that such period of Declarant control shall terminate thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers.



- (b) To complete improvements as generally indicated on the Condominium Plat, as amended from time to time, under Section 703.13(7) and Section 703.26 of the Act.
- (c) To maintain sales offices, management offices and signs advertising the Condominium, and models, which models may be any Unit owned by Declarant.
- (d) To use easements through the Common Elements for the purpose of making improvements within the Condominium.
- (e) To add additional real estate, under Section 703.26 of the Act, and as more fully described in Article XV, below.

**ARTICLE XII**  
**Rights of First Mortgagees**

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

**Section 2. Notice of Action.** Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a First Mortgage on a Unit in the Condominium and the Unit number or address (a holder of a First Mortgage on a Unit who has so requested such notice shall be referred to herein as an "eligible mortgage holder" and an insurer or guarantor of a mortgage on a Unit who has so requested such notice shall be referred to herein as an "eligible insurer or guarantor"), any such eligible mortgage holder or eligible insurer or guarantor shall be entitled to timely written notice of:

- (a) Any condemnation loss or casualty loss which affects a material portion of the Condominium or any Unit on, which there is a First Mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;
- (b) Any delinquency in the payment of assessments or charges owed by a Unit Owner of a Unit subject to a First Mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;
- (c) Any lapse, cancellation or material modification of any insurance policy of fidelity bond maintained by the Association;
- (d) Any proposed action which would require the consent of a specified percentage of mortgage holders as specified below or in this Article XII.

**Section 3. Certain Amendments to Declaration or By-Laws.** In addition to the statutory requirements for amendment of this Declaration and the By-Laws of the Association, and to all other requirements set forth therein, unless at least sixty-seven percent (67%) (or such higher percentage as is required by law or this Declaration) of the First Mortgagees of the Units or their assigns (based upon one vote for each First Mortgage owned), and at least sixty-seven percent (67%) (or such higher percentage as is required by law or this Declaration) of owners (other than any sponsor, developer, builder, or the Declarant) of the Units (based upon the percentage of ownership in the Common Elements as set forth in Exhibit "C") have given their prior written approval, neither the Association nor the Unit Owners shall be entitled to:

- (a) Terminate the legal status of the Condominium (except in accordance with the procedures set forth in the Act or

these Declarations and By-Laws in the event of amendment or termination made as a result of destruction, damage or condemnation);

(b) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer, the Common Elements (the granting of easements for utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed such a transfer);

(c) Use hazard insurance proceeds for losses to any Condominium property (whether to units or to Common Elements) for other than the repair, replacement or reconstruction of such Condominium property, except as provided by statute in case of substantial loss to the units and/or Common Elements of the Condominium.

**Section 4. Examination of Association Books and Records; Financial Statements.** The Association shall make available to any Unit Owner, or to any holder, insurer or guarantor of any First Mortgage, a current copy of this Declaration, the By-Laws, any other rules governing the Condominium and the books and records and financial statements of the Association. "Available" means for inspection, upon request, during normal business hours or under other reasonable circumstances. The Association also shall make available to prospective purchasers current copies of this Declaration, the By-Laws of the Association and other rules governing the Condominium and the most recent annual financial statement if such is prepared. The holders of fifty-one percent (51%) or more of First Mortgages shall be entitled to have a financial statement prepared at their expense if such statement is not otherwise available. Any financial statement requested pursuant to this Section 4 shall be furnished within a reasonable time following such request.

**Section 5. Priority of Lien of First Mortgage.** To the maximum extent permitted by law, the lien for assessments or other charges becoming payable on or after the date of recordation of the First Mortgage on any Unit shall be subordinate to the lien of such First Mortgage. Any lien for assessments hereunder shall not be affected by any sale or transfer of the Unit, except that the sale or transfer of title to a Unit pursuant to foreclosure of a First Mortgage or deed or proceedings in lieu of foreclosure shall extinguish any subordinate lien for assessments which became payable prior to such sale or transfer of title. Any assessments so extinguished may be reallocated and reassessed against all Units as a common expense. Any such sale or transfer of title pursuant to foreclosure or deed or proceedings in lieu of foreclosure of a First Mortgage shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from, the lien of any assessments made thereafter. To the maximum extent permitted by law, there should be subordinated to any First Mortgage the lien of any fees, late charges, fines or interest that may be levied by the Association in connection with the unpaid assessments, in the same manner as the subordination or assessments hereunder.

**Section 6. Insurance or Condemnation Proceeds.** Other than as provided in Article X, Section 1, no provision of this Declaration or the By-Laws of the Association shall be construed to give any Unit Owner, or any other party, priority over the rights of any First Mortgagee of a Unit pursuant to its First Mortgage in the case of a distribution to a Unit Owner of insurance proceeds or condemnation award for losses to or a taking of Common Elements or any portion thereof or any Unit or portion thereof. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the holder of any First Mortgage on a Unit will be entitled to timely written notice of such damage or destruction. If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning

authority, then the holder of any First Mortgage on a Unit will be entitled to timely written notice of any such proceeding or proposed acquisition.

**Section 7. Attendance at Meetings of Association.** Any eligible holder of a First Mortgage who so requests shall be given notice of all meetings of the Association as if such First Mortgagee was a Unit Owner entitled to notice. Each such First Mortgagee shall have the right to designate a representative to attend all such meetings, which representative shall not have the right to cast a vote.

**ARTICLE XIII**  
**Relocation of Boundaries**

A relocation of boundaries between adjoining Units is hereby expressly permitted pursuant to the provisions of Section 703.13(6) of the Act.

**ARTICLE XIV**  
**Expanding Condominium**

**Section 1. Option of Declarant to Add Additional Property.** Declarant hereby reserves an option to add expandable condominium property described on the attached Exhibit "E" (in the form of unimproved land, land together with improvements on it or improvements without the underlying land) or units or both to the Condominium. The option to add additional property or units or both will lapse ten (10) years after the date on which this Declaration is recorded. There are no circumstances that will terminate this option prior to the expiration of such ten (10) year period. Except as otherwise provided in this Section, there shall be no other restrictions on the options to add property or units or both to the Condominium. The description of each portion of additional property or units or both is set forth in the Condominium Plat.

**Section 2. Manner of Adding Additional Property.** The parcels constituting the additional property may be added separately or simultaneously to the Condominium and no assurances are made by the Declarant with respect to the order in which parcels may be added; such property shall be added by the method prescribed in Section 703.26 of the Act.

**Section 3. Percentage of Interest in Common Elements.** Units added to the Condominium pursuant to this Article may, at the option of the Declarant, be combined with existing Units and such combined Units shall share liabilities for common expenses and the rights to common surpluses, shall own interests in the Common Elements, and shall have votes in the affairs of the Association as set forth in Exhibit "D" hereto.

**Section 4. Maximum Number of Units.** The maximum number of Units that may be created under this Article XIV shall be 30.

**Section 5. Application of Declaration.** All restrictions in this Declaration affecting use, occupancy, and alienation of Units will apply to Units created in the additional property.

**ARTICLE XVI**  
**Easements**

**Section 1. Utility Easements Reserved by Declarant and the Association.** The Declarant, the Association and their successors and assigns or their assigns, designees or representatives shall have the right of free access to any Unit for the purpose of installing, relocating, repairing and maintaining any utility service to any Unit; provided that such party shall restore the Unit as near to its original condition as may be reasonably possible within a reasonable time of such installation, relocation, repair or maintenance.



EXHIBIT A

Lots Two (2) and Seven (7), Pine Ridge Subdivision, Lakewoods Forest Ridges. ✓

Lots Four (4) and Five (5), Oak Ridge Subdivision, Lakewoods Forest Ridges. ✓

EXHIBIT B

The following parcels are included in Exhibit B:

Lots One (1), Two (2) and Three (3), Oak Ridge Subdivision, ✓  
Lakewoods Forest Ridges.

Lots One (1), Three (3), Four (4), Five (5) and Six (6), Pine ✓  
Ridge Subdivision, Lakewoods Forest Ridges.

V 769 P 371

CONSENT TO APPLICATION OF CONDOMINIUM DECLARATION

Re: Lots 4 & 5, Pine Ridge Subdivision, Lakewoods Forest Ridges

NOW COMES, Interweave, Inc. owner of a parcel described above, and hereby consents to the application of Declaration of Condominium for Lakewoods Forest Ridges Condominium, declared by The Namakagon Company, Inc. contemporaneously herewith to be applied against said parcels.

Said parcels shall be and are hereafter subject to the terms, covenants and conditions of said Declaration as now written or hereinafter modified as therein permitted.

The terms of this document shall be binding on the parties, their successors and assigns and shall run with the land.

INTERWEAVE, INC.

BY

*Patrick J. Juneau*  
Patrick J. Juneau Secretary

BY \_\_\_\_\_

Subscribed and sworn to before me this 11th day of August, 1999.

*Betty J. Adler*

Notary Public, Wood Co., WI  
My commission: expires 4/30/2000



TTL-K/ch.lakewood.com

EXHIBIT B

CONSENT TO APPLICATION OF CONDOMINIUM DECLARATION

Re: Lot 1 & 2, Oak Ridge Subdivision, Lakewoods Forest Ridges

NOW COMES, Robert Mack, owner of a parcel described above, and hereby consents to the application of Declaration of Condominium for Lakewoods Forest Ridges Condominium, declared by The Namakagon Company, Inc. contemporaneously herewith to be applied against said parcels.

Said parcel shall be and is hereafter subject to the terms, covenants and conditions of said Declaration as now written or hereinafter modified as therein permitted.

The terms of this document shall be binding on the parties, their successors and assigns and shall run with the land.

*BMSherk Properties Partners*

*[Handwritten Signature]*

By Robert Mack, PARTNER

Subscribed and sworn to before me this \_\_\_ day of August, 1999.

*Sharon L. Sather*

Notary Public, Rock Co., WI

My commission: *1/23/2000*

TTL-K/ch.lakewood.con

EXHIBIT B





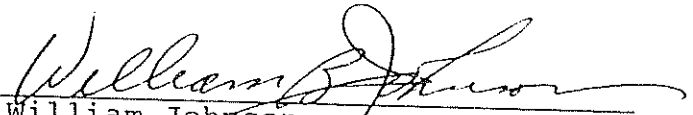
CONSENT TO APPLICATION OF CONDOMINIUM DECLARATION

Re: Lot 3, Oak Ridge Subdivision, Lakewoods Forest Ridges ✓

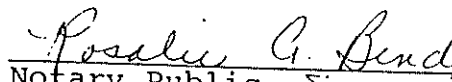
NOW COMES, William Johnson, owner of a parcel described above, and hereby consents to the application of Declaration of Condominium for Lakewoods Forest Ridges Condominium, declared by The Namakagon Company, Inc. contemporaneously herewith to be applied against said parcels.

Said parcel shall be and is hereafter subject to the terms, covenants and conditions of said Declaration as now written or hereinafter modified as therein permitted.

The terms of this document shall be binding on the parties, their successors and assigns and shall run with the land.

  
\_\_\_\_\_  
William Johnson

Subscribed and sworn to before  
me this 3rd day of August, 1999.

  
\_\_\_\_\_  
Rosalie A. Bender  
Notary Public, Wisconsin  
My commission: Expires



TTL-K/ch.lakewood.con

EXHIBIT B

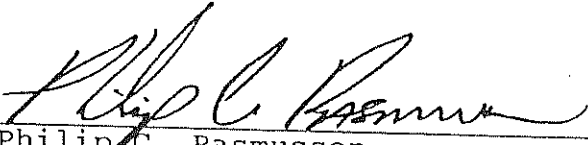
CONSENT TO APPLICATION OF CONDOMINIUM DECLARATION

Re: Lot 3, Pine Ridge Subdivision, Lakewoods Forest Ridges

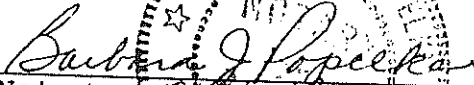
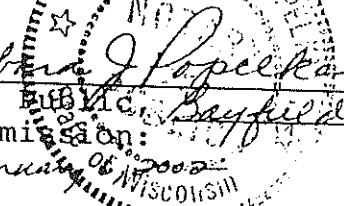
NOW COMES, Philip C. Rasmussen, owner of a parcel described above, and hereby consents to the application of Declaration of Condominium for Lakewoods Forest Ridges Condominium, declared by The Namakagon Company, Inc. contemporaneously herewith to be applied against said parcels.

Said parcel shall be and is hereafter subject to the terms, covenants and conditions of said Declaration as now written or hereinafter modified as therein permitted.

The terms of this document shall be binding on the parties, their successors and assigns and shall run with the land.

  
Philip C. Rasmussen

Subscribed and sworn to before  
me this 2 day of August, 1999.

  
Notary Public Bayfield Co., WI  
My commission: 

TTL-K/ch.lakewood.com

EXHIBIT B

V 769 P 375

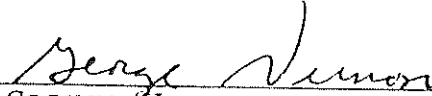
CONSENT TO APPLICATION OF CONDOMINIUM DECLARATION

Re: Lots 1 & 6, Pine Ridge Subdivision, Lakewoods Forest Ridges ✓

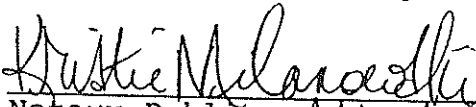
NOW COMES, George Vernon, owner of a parcel described above, and hereby consents to the application of Declaration of Condominium for Lakewoods Forest Ridges Condominium, declared by The Namakagon Company, Inc. contemporaneously herewith to be applied against said parcels.

Said parcels shall be and are hereafter subject to the terms, covenants and conditions of said Declaration as now written or hereinafter modified as therein permitted.

The terms of this document shall be binding on the parties, their successors and assigns and shall run with the land.

  
George Vernon

Subscribed and sworn to before me this 5<sup>th</sup> day of August, 1999.

  
Notary Public, Ashland Co., WI  
My commission: July 1, 2001



TTL-K/ch.lakewood.com

EXHIBIT B

EXHIBIT C

Common Elements

All roadways and common areas as identified on the plat, except specifically identified units.

EXHIBIT D

Allocated Interests  
and Responsibilities

The percentage of undivided interest in the Common Elements, the percentage of Common Expenses and votes in the association are allocated as follows:

The interest in the Common Elements and the Common Expenses shall be divided equally by the number of units owned; the building expenses shall be divided based upon the percentage of ownership of the specific building; and the voting rights shall be one (1) vote per unit owned.

EXHIBIT E  
Added Property

Proposed Maple Ridge Plat, located in the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$ , Section 21, T43N, R6W, Town of Namakagon, Bayfield County, Wisconsin, more particularly described as:

The SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 21 south of County Hwy. "M," less Forest Ridges Golf Course fairway easements.

V. 769 P. 379

EXHIBIT E