

DECLARATION OF WILLOW RUN R.V. CONDOMINIUM RESORT

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DECLARATION OF CONDOMINIUM

OF

WILLOW RUN R.V. CONDOMINIUM RESORT

ELKHORN, WALWORTH COUNTY, WISCONSIN 53121

This Declaration is made under the Condominium Ownership Act, Chapter 703, Wisconsin Statutes, by Mann Holding Co., Inc., a Wisconsin corporation, as legal titleholder of the real estate which is the subject matter of this Declaration. For convenience, Mann Holding Co., Inc., a corporation, shall hereinafter be referred to as "Declarant":

W I T N E S S E T H:

WHEREAS, the Declarant is the legal titleholder of certain real estate in the Town of Sugar Creek, County of Walworth, and State of Wisconsin, which said real estate is legally described as follows:

Beginning at the East $\frac{1}{4}$ section corner of section 13 town 3 North, Range 16 East; Walworth County, Wisconsin; thence N 89° 34' 55" W 300.07 feet; thence N 0° 50' 54" W 940.22 feet; thence N 89° 51' 05" W 215.59 feet; thence N 0° 46' 05" W 226.19 feet; thence N 0° 50' 35" W 151.57 feet; thence N 89° 53' 49" W 99.60 feet; thence N 1° 32' 55" E 277.55 feet; thence S 88° 15' 13" W 159.78 feet; thence N 81° 42' 02" W 558.70 feet; thence S 0° 39' 02" E 344.01 feet; thence N 89° 31' 13" W 605.08 feet; thence S 16° 59' W 509.26; thence S 8° 49' W 69.93 feet; thence S 1° 45' W 63.55 feet; thence S 10° 14' E 122.87 feet; thence S 20° 15' E 92.45 feet; thence S 27° 10' E 100.82 feet; thence S 28° 09' E 212.84 feet; thence S 18° 57' E 74.20 feet; thence S 1° 42' E 325.00 feet; thence S 82° 00' W 55.00 feet; thence S 17° 17' E 115.86 feet; thence Easterly 31.37 feet along the arc of a curve to the right having a radius of 390 feet and chord N 89° 57' E 31.36 feet; thence S 11° 38' E 116.30 feet; thence S 87° 00' E 50.94 feet; thence S 0° 14' E 111.65 feet; thence S 83° 20' E 184.39 feet; thence Easterly 664.21 feet on the arc of a curve to the left having radius 1915 feet and chord N 86° 41' 47" E 660.89 feet; thence Northwesterly 78.95 feet along the arc of a curve to the left having a radius of 1215 feet and chord N 11° 22' W 78.94 feet; thence Southeasterly 329.60 feet along the arc of a curve to the left having radius of 1110 feet and chord S 70° 46' 34" E 328.39 feet; thence Easterly 321.80 feet along the arc of a curve to the left having a radius of 667.30 feet and chord N 86° 54' 12" E 318.69 feet; thence East 333.71 feet; thence N 0° 50' 54" W 508.07 feet to the point of beginning. (End of legal description.)

WHEREAS, the Declarant intends to enable said real estate, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in any way pertaining thereto (hereinafter "Property"), to be owned by Declarant and by each successor in interest of the Declarant, under that certain type of ownership commonly known as "Condominium" and to submit the Property to the provisions of the Condominium Ownership Act, as amended; and

Recorded in the Office of the Register of Deeds for Walworth County, Wisconsin, as Document No. 86324, in Vol. 297 of Records, at page 4, on Feb. 4, 1983, at 11:08 a.m.

WHEREAS, the Declarant further desires and intends that the several owners, mortgagees, occupants and other persons hereafter acquiring any interest or possession in said Property or any part thereof, shall at all times enjoy the benefit of, and shall at all times hold their interests subject to, the rights, easements, privileges and restrictions hereinafter set forth, all of which are hereby declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership and to facilitate the proper administration of said Property, and are hereby established for the purpose of enhancing and preserving the value, desirability and attractiveness of the Property,

NOW, THEREFORE, the Declarant, as the legal titleholder of the Property herein described and for the purposes above set forth DECLARES AS FOLLOWS:

ARTICLE I

Definitions

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

<u>Act:</u>	The Condominium Ownership Act of the State of Wisconsin, as amended from time to time.
<u>Common Elements:</u>	All of the Condominium except its Units.
<u>Declarant:</u>	Wherever used herein, the word "Declarant" shall denote the present corporation which is legal titleholder of the Property.
<u>Declaration:</u>	The instrument by which a property becomes subject to this chapter, and that Declaration, as amended from time to time.
<u>Limited Common Elements:</u>	That portion of the Common Elements serving a single Unit or adjoining Units as an inseparable appurtenance thereto and designated on the plat as Limited Common Elements. The Limited Common Elements are reserved for the exclusive use of one or more but less than all of the Unit Owners.
<u>Occupant:</u>	Person or persons, other than an Owner, in possession of a Unit.
<u>Parcel:</u>	The entire tract of real estate above described.
<u>Parking Area:</u>	The part of the Common Elements provided for parking automobiles, trailers and other vehicles, as delineated on the plat as "Parking" or "Parking Area".
<u>Parking Space:</u>	Each portion of the Parking Area intended for the parking of a single automobile, recreation vehicle, trailer, etc.
<u>Person:</u>	A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property in Wisconsin.
<u>Plat:</u>	The Plat of Survey of the Property and expansion area, showing all Units and expansion Units submitted and to be submitted

pursuant to the provisions of the Act, said plat being attached hereto as an exhibit and by this reference made a part hereof and recorded simultaneously with the recording of this Declaration. Expansion Units shown on the plat are for the purpose of indicating in general terms, the outlines of the land, Units and Common Elements of new property that may be added to the Condominium.

Property:

Unimproved land, land together with improvements on it or improvements without the underlying land. Property may consist of noncontiguous parcels or improvements.

Proposed Recreational and Service Structures:

Proposed buildings to be located on the Property to provide the Unit Owners, their guests and invitees with services and access to the recreational amenities located on the Property. Said proposed recreational and service structures are to be constructed from time to time as the condominium develops in the sole discretion of the Declarant, its successors and assigns.

Recreational and Service Structures:

Buildings located on the Property to provide the Unit Owners, their guests and invitees with services and access to the recreational amenities located on the Property.

Recreational Vehicle:

"Recreational vehicle" means a vehicular-type unit initially designed as temporary living quarters for recreational, camping, or travel use, which either has its own mode of power or is drawn by another vehicle and which contains a full bath with a toilet and shower or tub. For purposes of this Declaration, said term includes only the following:

- a. "Travel Trailers" - A vehicular unit mounted on wheels of such size or weight as not require special highway movement permits when drawn by a motorized vehicle; initially designed and constructed to provide temporary living quarters for recreational, camping or travel use; and a body length of no more than 45' or no less than 17' (exclusive of hitch for both maximum and minimum), and a body width of no more than 8.5' when factory equipped for the road, exclusive of slide-out or tip-out extensions.
- b. "Motor Homes" - A vehicular unit built on a self-propelled motor vehicle chassis, initially designed and manufactured to provide temporary living quarters for recreational, camping or travel use. Slide-on pickup camper units and chassis mounts shall not be considered motor homes.

All "recreational vehicles" must have the "Recreational Vehicle Institute" (RVI) seal of approval or be of equivalent quality to qualify for said seal of approval and, in addition, be manufactured after 1969.

The term "recreational vehicle" shall include the above described vehicles, but shall not include tents, pop-up campers or trailers, crank-up trailers, truck campers or other vehicles that do not meet the definition of a recreational vehicle contained herein.

Storage Buildings:

A structure used for the storage of miscellaneous individual items of personal property belonging to the Unit Owners and subject to the rules and regulations as to its size, location, design and color, etc. hereinafter set forth.

Unit:

A part of the Property intended for any type of independent use, including one or more cubicles of air or parts thereof designated as a Unit on the plat hereof, including expansion Units and intended for the purpose of providing a location for the parking of a single recreational vehicle to be used by the Owner thereof for the purpose of camping, and not for the purpose of permanent residency.

Unit Owner:

A person, combination of persons, partnership or corporation who holds legal title to a Condominium Unit or has equitable ownership as a land contract vendee.

ARTICLE II

Units

1. Description and Ownership. All Units located in the Condominium and delineated on the plat are intended for camping purposes only and not as year-round residences and are legally described as follows:

Units numbered 1 through 253

Said Units are delineated on the plat attached hereto as Exhibit "A" as Units 1 through 253, Willow Run R.V. Condominium Resort, said Declaration of Condominium Ownership dated February 4, 1983, and recorded in the Office of the Register of Deeds of Walworth County, Wisconsin, as Document No. 86324, in Vol. 297 of Records, at page 4, on February 4, 1983, at 11:08 a.m.

It is understood that each Unit consists of a cubicle bounded on the sides by the perimeters shown on the plat, bounded above by a horizontal plane 35' above the ground level and bounded below by a horizontal plane 15' beneath ground level. The legal description of each Unit shall consist of the identifying number of each Unit as specified above and as set forth in the plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number as shown as set forth above 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 Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the plat.

2. Certain Structures Not Constituting Part of a Unit. No Owner shall own any pipes, wires, conduits, public utility lines, culverts or structural components running through his Unit and serving more than his Unit except as a tenant in common with all other Owners.

ARTICLE III

Common Elements

1. Description. Except as otherwise provided in this Declaration, the Common Elements shall consist of all portions of the declared and platted Property except the Units. Without limiting the generality of the foregoing, the Common Elements shall include all of the remaining land not specifically designated as Units, the septic and sewage system, which specifically includes by way of example but not limitation, the sewer laterals, all treatment tanks, dosing tanks, pumping chambers, soil absorption beds, force mains, gravity collection sewers, and other appurtenances to the sewer system; the water system and all its component parts; outside walks and driveways, streets, park areas, nature areas, sidewalks, landscaping, entrances and exits, parking area, outdoor lighting facilities, pipes, culverts, conduits, wires and other utility installations and component parts of walls, floors and ceilings as are not located within the Units and the recreational and service buildings, tennis courts, swimming pools, lakes, as well as all other recreational facilities located within the confines of the declared condominium.

2. Ownership of Common Elements. Each Unit shall have appurtenant to it an undivided .00395 interest in the Common Elements as a tenant in common with all other Unit Owners of the property, said interest shall equal 1/253 of the Common Elements. Except as otherwise limited in this Declaration, all Unit Owners shall have the right to use the Common Elements for all purposes incident to the use and occupancy permitted by this Declaration; said right shall be appurtenant to and run with his Unit.

ARTICLE IV

General Provisions as to Unit Ownership and Common Elements

1. Submission of Property to "Condominium Ownership Act". The real estate legally described on page 1 of this Declaration, together with all buildings, improvements and permanent fixtures of whatever kind thereon, and all rights and privileges belonging or in any way pertaining thereto (hereinafter called the "Property") is hereby submitted to the provisions of the "Condominium Ownership Act" of the state of Wisconsin, as amended.

2. No Severance of Ownership. No Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit Ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other, shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

3. Easements.

(a) Encroachments. In the event that, by reason of the construction, settlement or shifting of any building, or the design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of

any Unit, or any part of the Unit encroaches or shall hereafter encroach upon any part of the Common Elements or any other Unit, or, if by reason of the design or construction of utility systems, any pipes, conduits, etc. serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Elements; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Owners of the Common Elements if such encroachment occurred due to the willful conduct of said Owner or Owners.

(b) Utility Easements. All public and private utilities, including cable television, serving the Property are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Common Elements and the Condominium Units for the purpose of providing utility services to the Property, the Expansion Area or adjacent property owned by the Declarant.

(c) Parking Areas. The Parking Areas not included in the Units, shall be a part of the Common Elements, and shall be allocated, used and operated in such manner and subject to such rules and regulations, including the charging of a parking fee, as the Board of Directors may prescribe from time to time. Parking Spaces in the Parking Areas shall be maintained as required from time to time by the Board. The Board shall at all times insure reasonable means of access to each and all such Parking Spaces, from the private roadways within the Condominium and from public roads outside of the Condominium.

(d) Walkway Easements. All Unit Owners, their guests and invitees are hereby granted perpetual nonexclusive easements for the purpose of pedestrian traffic only on and over those areas delineated on the plat as walkway easements.

(e) Easements of Access. There is hereby reserved to each and all Unit Owners, 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 all Units and the public roads; each and all of which easements shall be appurtenant to, and pass with the 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 easement shall be subject to the rights and powers of the Board of Directors in this Declaration set forth; provided, however, that such rights and powers shall never be construed or exercised in a manner which deprives any Owner of a Unit, of ingress and egress to such Unit or of access between such Unit and public roads.

(f) Service and Maintenance Easements. It is hereby reserved for the benefit of all Unit Owners, and their respective successors and assigns, perpetual, nonexclusive easements over the Common Elements for ingress and egress to the Common Elements and each Unit in order to provide and serve the entire development with garbage and refuse pickup, mail service, police and fire protection as well as the necessary and miscellaneous maintenance services of the Common Elements by the Property Owners Association and/or those persons appointed or hired by the Property Owners Association to perform said functions.

(g) Miscellaneous Easements. Pending the completion and sale of all of the Units on all of the Condominium Property to

which this Declaration is applicable as well as the Expansion Areas, as hereinbefore described, the Declarant may use the Common Elements and facilities and any unsold Units on the Condominium Property as may, in the sole judgment of Declarant, facilitate the completion and sale of all Units, and Declarant reserves unto itself the right to grant easements upon, over, through and across the Units, Common Elements and facilities as may be required for the furnishing of any kind of amenities, services and utilities to the Condominium Property, the Expansion Areas and other property owned by the Declarant and adjacent to said Condominium, and Declarant may grant easements upon, over, through and across the Common Elements and facilities for the purpose of providing ingress and egress to and from the Condominium Property and other property owned by Declarant and adjacent to said Condominium or at the sole discretion of the Declarant and as an aid to the Declarant in completing the development of the Condominium project and to further facilitate the sale of all Units as well as expansion Units which are subject to this Declaration.

(h) Easements to Run with Land. All easements and rights described herein are easements 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 undersigned, its successors and assigns, and any Owner, purchaser, mortgagee, and other person having an interest in the Property, or any part or portion thereof.

4. Damage and Destruction. In the event any property is damaged or destroyed:

(a) If the damage is only to those parts of a Unit which the Unit Owner has the responsibility to maintain as provided herein, the Unit Owner shall be responsible for the repair;

(b) Otherwise, the duty, authority and responsibility to rebuild, repair or restore shall be borne solely by Association unless within ninety (90) days of the date of the damage or destruction the Association determines by affirmative vote of at least seventy-five percent (75%) of the votes in the Association not to rebuild, repair or restore. In the event the Property is not rebuilt, repaired or restored, the Property shall be subject to the provisions of Sec. 703.18(2)(b), Wisconsin Statutes.

ARTICLE V

WILLOW RUN R.V. CONDOMINIUM ASSOCIATION, INC.

BY-LAWS

A. Administration.

1. Administration of Property. The direction and administration of the Property shall be vested in a Board of Directors. The initial Board of Directors shall consist of three (3) persons, as specified in the Articles of Incorporation. Thereafter, the Board of Directors shall consist of five (5) persons who shall be elected in the manner hereinafter provided. Except for the initial Board of Directors and those Board members nominated by the Declarant, each member of the Board shall be one of the Unit Owners or a spouse of a Unit Owner. In the event a Unit Owner is a corporation, partnership, trust or other legal entity, then any officer, director, beneficiary, or other designated agent of such entity shall be eligible to serve as a member of the Board.

2. Association. The Association as referred to herein shall be Willow Run R.V. Condominium Association, Inc., a corporation organized under and pursuant to Chapter 181 of the Wisconsin Statutes. The Board shall be deemed to be the "Board of Directors" for the Unit Owners as referred to in the Act. Each Unit Owner shall be a member of the Association so long as he shall be a Unit Owner, and such membership shall automatically terminate when he ceases to be a Unit Owner, and upon the transfer of his ownership interest the next Unit Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. The Association may issue certificates evidencing membership therein if deemed advisable by the Board of Directors.

3. Voting Rights. There shall be one person, with respect to each Unit Ownership, who shall be entitled to vote at any meeting of the Unit Owners. Such voting member may be the Unit Owner, one of the group composed of all the Owners of a Unit Ownership, or may be some person designated in writing by such Unit Owner or Owners to act as proxy on his or their behalf and who need not be a Unit Owner. The terms "majority" or "majority of the Owners" whenever used herein shall have the same meaning as provided for such terms in Section 703.15(4)(e) of the Act. Any specified percentage of Owners, whether majority or otherwise, for the purpose of voting and for all purposes herein provided, shall mean such percentage of the aggregate in interest of the undivided ownership of the Common Elements.

4. Mailing Address. The mailing address for the Condominium Association shall be:

Willow Run R.V. Condominium Association, Inc.
P. O. Box 563
Elkhorn, Wisconsin 53121

5. Service of Process. Service of process may be made upon:

Attorney Richard A. Howarth, Jr.
Registered Agent - Willow Run R.V.
Condominium Association, Inc.
11 North Wisconsin Street
Elkhorn, Wisconsin 53121

6. Meetings.

(a) Place and Quorum. Meeting of the Owners shall be held at the Property or at such other place, as may be designated in any notice of a meeting. The presence in person or by proxy of a majority of all Unit Owners at any meeting of the Unit Owners, shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Unit Owners at which a quorum is present upon the vote of the majority of Unit Owners represented at the meeting.

(b) Initial Meeting. The initial meeting of the Unit Owners shall be held upon ten (10) days written notice given by the Declarant. Such written notice shall be given prior to the conveyance of twenty-five percent (25%) of the interest in the Common Elements. The Unit Owners, other than the Declarant, shall elect twenty-five percent (25%) of the Directors and the Declarant shall elect the remaining members; said Directors shall serve until the First Annual Meeting. The Declarant's control of the Association shall cease pursuant to Section 703.15(c) of the Act. Upon the expiration of the control of the Declarant, the Association, pursuant to the Act and within forty-five (45) days of said expiration, shall hold their First Annual Meeting.

(c) Annual Meeting. Following the First Annual Meeting, there shall be an annual meeting of the Unit Owners on the third Saturday of June and the third Saturday of June of each

succeeding year thereafter, or at such other reasonable time or date.

(d) Special Meetings. Special meetings of the Unit Owners may be called at any time for any legal purpose, by written notice, authorized by the Board, or by at least twenty-five percent (25%) of the Unit Owners, delivered not less than ten (10) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

7. Notices of Meetings. Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Owner with respect to which such voting right appertains if no address has been given to the Board.

8. Board of Directors.

(a) First Annual Meeting. At the First Annual Meeting the voting members shall elect the Board. In all elections for members of the Board, each voting member shall be entitled to vote on a noncumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. At the First Annual Meeting five (5) Board members shall be elected. Three (3) persons receiving the highest number of votes at the First Annual Meeting shall be elected to the Board for a term of two (2) years, and the two (2) persons receiving the next highest number of votes, shall be elected to the Board for a term of one (1) year. The election and term of office as between candidates receiving the same number of votes shall be determined by lot. Upon the expiration of the terms of office of the Board members so elected at the First Annual Meeting and thereafter, successors shall be elected for a term of two (2) years each. The voting members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board members at any annual or special meeting provided that such number shall not be less than three (3) and that the terms of at least one-third (1/3) of the persons on the Board shall expire annually. Members of the Board shall serve without compensation unless compensation shall be approved or ratified by vote of the voting members having a majority of the total votes. Vacancies in Board, including vacancies due to any increase in the number of persons on the Board shall be filled by the voting members present at the next annual meeting or a special meeting of the voting members called for such purpose. Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum of the Board exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt. A majority of the total number of members on the Board shall constitute a quorum.

(b) The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting members, and who shall be the chief executive officer of the Board and the Association, a Vice President who shall perform the duties of the President in the absence of the President, as well as functions designated by the Board, a Secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall, in general, perform all the duties incident to the office of Secretary including the

counting of votes, and a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect.

(c) Except for Directors designated by Declarant, any Board member may be removed from office by affirmative vote of the voting members having at least two-thirds (2/3) of the total votes, at any special meeting called for this purpose. A successor to fill the unexpired term of a Board member removed may be elected by the voting members at the same meeting or any subsequent meeting called for that purpose.

9. General Powers of the Board. The Board, for the benefit of all the Owners, shall provide and shall pay for out of the Maintenance Fund hereinafter provided for, the following:

(a) The Board shall have the full obligation and authority to apply for and provide, for the benefit of all Unit Owners, the necessary annual conditional use permit, issued for a campground operation, pursuant to and in accordance with the terms and conditions of the Walworth County Zoning Ordinance Sec. 4.5 as written, adopted, and amended from time to time.

(b) A policy or policies of insurance insuring the Common Elements against loss or damage by the perils of fire, lighting and those contained in the extended coverage, vandalism and malicious mischief endorsements, for the full insurable replacement value of the Common Elements, written in the name of, and the proceeds thereof payable to, the members of the Board, as Trustees for the Owners. Prior to obtaining any such policy or policies of insurance, or any renewal thereof, except for the initial policy or policies obtained by the Declarant, the Board, at its election, may from time to time obtain an appraisal from a qualified appraiser for the purpose of determining the full replacement value of the Common Elements for the amount of insurance to be effected pursuant hereto. The cost of any and all such appraisals shall be common expenses. All such policies of insurance (1) shall provide that the insurance, as to the interest of the Board, shall not be invalidated by any act or neglect of any Owner, (2) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the event the Owners elect to sell the Property or remove the Property from the provisions of the Act, (3) shall contain a clause or endorsement whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the Trustee, the Declarant, the managing agent, if any, their respective employees and agents, and Owners and Occupants, and (4) shall contain a "Replacement Cost Endorsement." The proceeds of such insurance shall be applied by the Board for the reconstruction of the amenities in the Common Areas, or shall be otherwise disposed of, in accordance with the provisions of this Declaration and the Wisconsin Condominium Ownership Act. Such insurance coverage shall also cover cross-liability claims of one insured against another.

(c) A policy or policies of comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage in such limits as it shall deem desirable, and other liability insurance as it may be desirable insuring each Unit Owner, the Association, its officers, members of the Board, Declarant, manager and managing agent of the Building, if any, and their respective employees and agents, from liability in connection with the Common Elements, Limited Common Elements, streets, sidewalks, walkway easements and areas

adjoining the Property and insuring the officers of the Association and members of the Board from liability for goodfaith action beyond the scope of their respective authorities. Such insurance coverage shall include cross-liability claims of one or more insured parties against the other insured parties.

(d) Workmen's compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board in its judgment shall elect to effect.

(e) The services of any person or firm employed by the Board. The Board, at the direction of a majority of the Owners, may employ the services of any person or firm to act on behalf of the Owners in connection with real estate taxes and special assessments on the Units. The cost of such services shall be common expenses. Upon authorization by at least a majority of the Unit Owners, the Board, acting on behalf of all Owners, shall have the power to seek relief from or in connection with any assessments or charges, and to charge and collect all expenses incurred in connection therewith as common expenses.

(f) Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, general maintenance, decorating, repair and replacement of the Common Elements, and the walkway easements, including the furnishing of materials, supplies, furniture, labor, services and equipment for the Common Elements as the Board shall deem necessary and proper, the Board having the exclusive right and duty to provide for the Common Elements. The obligation of the Board so stated herein does not extend to the Limited Common Elements which shall be provided for by those Unit Owners having the right to use said Limited Common Elements. The Board shall have the right and duty to maintain, repair, and operate the sewage and septic system which is a Common Element. The Board shall also have the right to maintain and repair and operate the water supply system including the wells and pressure tanks, etc. serving the individual Units and the Common Elements. In addition to the above enumerated services, the Board shall also undertake the operation of lawn mowing of the Common Elements.

(g) Any amount necessary to discharge any construction lien or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Board, constitute a lien against the entire Property or against only all or part of the Common Elements. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specifically assessed to said Owners.

(h) Maintain and repair any Unit if such maintenance or repair is necessary in the discretion of the Board, to protect the Common Elements, and an Owner of any Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said Owner, provided that the Board shall levy a special assessment against said Owner for the cost of said maintenance or repair. Provided, further, that the notice envisioned by this paragraph shall not be necessary in case of an emergency which shall be determined in the sole discretion of the Board.

(i) Maintenance of all streets, sidewalks, walkway easements, outdoor lighting, recreational facilities, including but not limited to, bath houses, beaches, tennis courts, pools, service buildings, public and private utilities, and all other

aspects of the Common Elements. The Board shall assure that all requirements of the Town of Sugar Creek and the County of Walworth regarding snow removal, accessibility to service driveways, maintenance of roads and sidewalks, are fully complied with.

(j) The Board or its agents upon reasonable notice or, in the case of an emergency determined at the sole discretion of the Board, without notice, may enter any Unit when necessary in connection with any maintenance, or construction for which the Board is responsible. The Board or its agents may likewise enter upon any Unit for maintenance, repairs, construction, etc. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the Maintenance Fund.

(k) The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the Maintenance Fund any structural alterations, capital additions to, or capital improvements of the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration) requiring an expenditure in excess of Five Thousand Dollars (\$5,000.00), without in each case, the prior approval of the voting members for at least two-thirds (2/3) of the Unit Owners.

(l) All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President and countersigned by the Treasurer of the Board.

(m) The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and Occupants of the Property. Such reasonable rules and regulations shall include, but not be limited to, rules governing the conduct, maintenance, or use of the pools, tennis courts, lakes, and other recreational facilities. Written notice of such rules and regulations shall be given to all Unit Owners. The entire Property shall at all times be maintained subject to such rules and regulations. If within thirty (30) days from the date of written notice to the Unit Owners of the adoption of any rule or regulation at least twenty-five percent (25%) of the Unit Owners shall file with the Board a written objection thereto, then such rule or regulation shall be deemed rescinded until approved by the voting members owning at least fifty percent (50%) of the Units.

(n) Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all the Owners or any of them.

(o) The Board shall have the power to borrow money, acquire and convey property in the Association name only with the prior approval of the voting members of at least two-thirds (2/3) of the Unit Owners except as hereinafter provided in Article VII; all deeds, notes, mortgages or any other such document incident to this enumerated power shall be signed by the Treasurer and countersigned by the President of the Association.

(p) The Board shall have full authority, but shall not be required, to lease or otherwise make available for occupancy any

Units owned by Willow Run P.V. Condominium Association, Inc., and to provide leasing services for the individual Unit Owners who desire to lease their Units, if so requested, for such periods of time as the Board shall determine. The terms and conditions of such occupancy shall be determined solely by the Board; however, all lessees of Units owned by the Board shall have the same rights and privileges of other Unit Owners as set forth in Article III and use and occupancy by such lessees shall be subject to the covenants and restrictions as to the use and occupancy as set forth in Article VI below. Such lessees shall execute leases which are approved by the Board of Directors and which include a provision in which the lessee, and all occupants of the Unit during the term of the lease, shall comply and obey with all rules and regulations set forth in this Declaration and all rules and regulations promulgated by the Board of Directors as provided for herein.

(q) The Board may enter into a management contract for services, employment contracts or other agreements to facilitate the maintenance, management and upkeep of the Property, including engaging the services of a management company, manager or managing agent, and paying compensation from the Assessment-Maintenance Fund therefor. Said contracts and agreements shall be binding and inure to the benefit of the Owners and the Association. The Board may not contract with said management company, manager or managing agent for a period of time of more than one year. Said contract may be renewable yearly at the option of the Board. Any contract with the Declarant or any person affiliated with the Declarant may be cancelled without penalty upon not less than ninety (90) days notice.

10. Sewage and Septic System. The Association, or any successors and assigns, whether voluntary or involuntary, of all or any part of the Property described herein or any addition thereto, shall, regardless of any requirements herein to the contrary, have the legal and financial obligation to either operate and maintain a lawful private sewage system or to belong to a sui juris association described in sec. 703.15, Wis. Stats., which has such responsibility; or to have the services of a municipal sanitary district or private public utility which is charged with the operation of a lawful, private sewage system.

B. Assessment-Maintenance Fund.

1. Each year on or before December 1, the Board shall estimate the total amount necessary to pay the costs of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before December 15, notify each Unit Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements, as a yearly assessment. On or before January 1 of the ensuing year and the first calendar day of each and every month of said year, each Unit Owner shall be personally liable for and obligated to pay to the Board one-twelfth (1/12) of said yearly assessment pursuant to this paragraph. Upon written request of any Unit Owner, or at any time as the Board shall direct, the Board shall supply to such Unit Owner an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimate provided, and showing the net amount over and short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Unit Owner's percentage of ownership in the Common Elements, to the next monthly installments due from Unit Owners under the

current year's estimate, until exhausted, and one-third (1/3) of any net shortage shall be added, according to each Unit Owner's percentage of ownership in the Common Elements, to the installments due in each of the succeeding three (3) months after rendering of the account.

2. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Elements. The Board shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due not more than ten (10) days after delivery or mailing of such notice of further assessment. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

3. When the first Board elected hereunder takes office, it shall determine the "estimated cash requirement" as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31 of the calendar year in which said election occurs. Assessments shall be levied against the Unit Owners during said period as provided in paragraph 81 of this Article.

4. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Unit Owners shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due not more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

5. The Board shall keep full and correct books of account, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the voucher authorizing the payments shall be available for inspection by any Unit Owner or any representative of a Unit Owner duly authorized in writing, at such reasonable time or times during normal business hours, as may be requested by the Owner. Upon ten (10) days notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

6. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners.

7. If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Unit Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amounts due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent or unpaid charges or assessments and interest, costs and fees as above provided shall become a lien or

charge against the Unit Ownership of the Unit Owner involved when payable and may be foreclosed by any action brought in the names of the Board as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided in the Act; provided, however, that encumbrances (other than those constituting a first mortgage recorded prior to the making of such assessment), owned or held by or on behalf of any person, bank, insurance company or savings and loan association, shall not have priority after written notice is given to said encumbrancer, of the fact that there are unpaid common expenses. This provision applies only to the lien of all common expenses on the encumbered Unit which becomes due and payable subsequent to the date said encumbrancer either takes possession of the Unit Ownership, accepts a conveyance of any interest therein, or has a receiver appointed in a suit to foreclose such lien. Any encumbrancer may from time to time request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the Unit Ownership covered by such encumbrance. Any assessment not paid within thirty (30) days after due date shall bear interest from the due date at the rate of twelve percent (12%) per annum.

8. The Declarant shall not be assessed for any Units it owns which are not completed and held out for sale. Furthermore, notwithstanding anything herein to the contrary, the Declarant shall be assessed, according to the aggregate percentage of ownership in the Common Elements for all Units it owns that have been completed, held out for sale and are not occupied, only for that portion of the "estimated cash requirement" that relates to the estimated costs and expenses that will be required irrespective of the number of Units occupied, excluding from such estimate by way of illustration and not limitation, the cost of water service, sewer service and garbage collection, also excluding any reserves for contingencies and replacements. The Declarant's ultimate liability for maintenance expenses actually incurred and paid under paragraph B1 of this Article V, and for extraordinary expenditures under paragraph B2 of this Article V, shall be similarly computed.

9. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his Unit.

C. Amendment.

Article V, the By-laws, may be amended by the affirmative vote of Unit Owners having sixty-seven percent (67%) or more of the votes, except for section B of this Article V which shall require the affirmative vote of one hundred percent (100%) of the Unit Owners.

ARTICLE VI

Covenants and Restrictions as to Use and Occupancy

A. Intent of Covenants and Restrictions

The covenants and restrictions herein shall apply in their entirety to any Units which are sold in the Willow Run R.V. Condominium Resort Plat as recorded. It is the intention of these covenants and restrictions to maintain aesthetic harmony for the benefit and protection of the Unit Owners of the Units in the Condominium and to provide architectural protection and control of the Units and Common Elements and their use. It is further the intent of these covenants and restrictions that no part of the Property shall be used for other than camping and related recreational purposes for which the Property was designed. Each Unit shall be used as a campsite for a single family or such other purposes as permitted by this Declaration and for no other purpose.

These rules have been adopted to permit the enjoyment of the Condominium by all those authorized to use it. The purchase of a Unit shall constitute acceptance of these rules and regulations and shall acknowledge a willingness to abide by them.

B. Unit Use

1. No recreational vehicles located on a Unit shall be occupied on a continuous year-round basis or utilized as a permanent abode or legal place of residence.

2. The individual Units are to be used for camping purposes. Recreational vehicles shall be located on the Units for that purpose. The recreational vehicles as located on the Units shall be used by the Owner, his family, guests, or lessees at the Unit with his permission. "Recreational vehicles" must meet the definition of a recreational vehicle contained in Article I.

3. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property without prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Property, or which would be in violation of any law.

4. Each Unit Owner shall be responsible for his own insurance for his recreational vehicle and the contents of his recreational vehicle, and his appurtenances, additions and improvements thereto, and decorating and furnishings and personal property therein, and his personal property stored elsewhere on the Property and personal liability all to the extent not covered by fire and liability insurance for all the Unit Owners obtained as part of the Common Expenses as provided in Article V, A9.

5. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats, or other household pets may be kept in Units subject to the rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purposes; and provided further, that any such pet causing or creating a nuisance or unreasonable disturbance, in the sole discretion of the Board of Directors, shall be permanently removed from the Property upon three (3) days written notice from the Board.

6. No noxious, offensive 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 become an annoyance or nuisance to other Unit Owners or Occupants.

7. There shall be quiet hours each day as follows: (a) Sunday through Thursday from 10:00 p.m. in the evening until 7:00 a.m. the following morning; (b) Friday and Saturday from 11:00 p.m. in the evening until 7:00 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.

8. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted in any Unit or the Common Elements.

9. There may be placed within the Unit such items of personal property as are normally used in connection with recreational camping, including by way of example, picnic tables, folding chairs and grills.

10. No more than one recreational vehicle may be parked in any Unit at one time. Recreational vehicles may only be occupied when located

on a Unit, or in an area specifically designated for "Guest Vehicles," said area, if any, to be used by guests of Unit Owners or potential Unit purchasers pursuant to rules and regulations developed by the Board.

11. All recreational vehicles shall be capable of being moved at any time subject to the disconnection of utility services. Wheels may not be removed from the recreational vehicle nor may any foundation be built around it nor may any structure affixing the recreational vehicle to the ground be built.

12. Water, electric and sewer 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 parked at a Unit.

13. Owners are responsible to keep and maintain their Unit, Unit improvements and personal property thereon in a neat, clean, sanitary and orderly condition. This shall include the cutting and trimming of all lawns and grasses, except for the grassy terrace area located on certain Units which are determined to be aesthetically important to the entire development; the cost of said cutting and trimming of these terrace areas to be paid for as a Common Element expense. Owners are further responsible for the 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. If any lawn or grass area exceeds 6" or if in the discretion of the Board any tree or shrub causes a nuisance as prohibited herein, the Board may cut or trim the same and charge the cost thereof to the offending Unit.

14. Personal property shall be stored on an approved patio, deck or storage building when the Unit is unoccupied for more than one day.

15. A fire extinguisher is required to be kept in each recreational vehicle. This extinguisher to be of a size and capacity approved by the Board.

16. No recreational vehicle may be placed on any Unit except on the pad provided for that purpose.

17. Unit boundary markers shall not be moved, removed or damaged.

18. Garbage and rubbish must be disposed of using the strategically located containers. Garbage, rubbish, leaves, etc., may not be burned but must be disposed of as required herein. Refuse may be stored on the Units in uniform garbage cans bearing the Unit number and of a design approved by the Board of Directors, while the Unit is being occupied; however, if the Unit Occupant shall leave the Unit for a greater period than one day, garbage and rubbish must be removed to the strategically located containers.

19. Only two allowable motorized vehicles, exclusive of a recreational vehicle or golf cart, shall be allowed on any Unit at one time.

C. Unit Improvement

1. In General: There may be no improvement to a Unit which in any manner hinders the use of another Unit or the Common Elements of the Condominium or which in any way interferes with the provision of services to any Unit, or in any way reduces, adds to or alters any screening requirements.

2. Contour Improvements: There shall be no contour improvements made on any Unit, without Board approval.

3. Plants, Trees and Shrubs: Trees, shrubs and plants may be planted on any Unit, except on the grassy terrace area or the rocky terrace

area thereof. Said plantings shall not create a nuisance or infringe on any other Unit, or the Common Elements.

4. Concreting or Black Topping of Gravel Recreational Vehicle Pad: The pad upon which a recreational vehicle is to be located may be improved with concrete or black top. In any event, the size of the pad shall not be increased from the size of the original pad provided for the Unit Owner without approval of the Board of Directors.

5. Fences: There shall be no fences allowed on any Unit.

6. Gardens: Unit Owners may use a portion of their campsite for gardening. Only one garden shall be allowed per Unit. All gardens shall be kept in a neat and orderly fashion.

7. Fire Pits: There shall be not more than one fire pit per Unit. Fire pits shall be of a uniform size and construction and approved by the Board of Directors. 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 LP gas bottles.

8. External Lights: Permanent external lighting is allowed; however, permanent external lights may not exceed three (3) feet in height nor be placed more than three (3) feet above the ground. Permanent external lights must be of the "mushroom" variety and be approved by the Board of Directors as to size and construction. Lighting located on or as a part of a recreational vehicle is permitted; however, it shall not create a nuisance to any other Unit Owners or Occupants.

9. Storage Buildings: Unit Owners may have on their Units a storage building. Storage buildings shall be approved by the Board as to their size, width and exterior design with the intention being that all storage buildings shall be of near uniform height, size, color and exterior design.

10. Screened Enclosures: Unit Owners may erect on their Units a screened enclosure or a similar type of auxiliary structure for individual use as a porch or patio. Such structure may have a floor area not to exceed one hundred fifty (150) square feet and may be affixed to the Property only with wood or metal stakes or lines. All screened enclosures must be approved by the Board. All screened enclosures shall be disassembled at the end of the camping season.

11. Patios and Decks: Concrete patios and wooden decks are permitted. Patios and wooden decks though shall be approved by the Board as to the size, width and exterior design with the intention being that all of said patios and decks shall be of a near uniform height, size, color and exterior design, taking into consideration the topography of the Unit upon which they will be located.

12. Clothes Lines: Permanent clothes lines shall be prohibited. Portable lines of the umbrella type, approved by the Board, can be used but must be taken down when not in use.

13. Boundaries: Except as provided or otherwise limited, no improvement may be placed or located within ten (10) feet of the boundary of any Unit.

14. Stairways: The Declarant has installed certain stairways over Limited Common Elements of the Property. These stairways may not be modified or changed as to their placement or construction except that the stairways may be repaired in a manner consistent with their original placement and construction. These stairways are provided for the sole use of the properties which they are adjacent to. The obligation to maintain and

repair said stairways being the joint obligation of the Unit Owners whose properties are served by said stairways.

15. Beaches: There shall be no additional beaches or beach area added to the Units except those created by the Declarant, its successors or assigns. In addition, there shall be no permanent structures erected on the lake front portion of any Unit. No Owner of a lake front Unit shall plant any type of vegetation in the rock terraces adjacent to the lake frontage which is part of a Unit, nor shall any lake front Unit Owner use any spray or weed killer in order to rid the beach areas of weeds, etc., except for those sprays or weed eradicators approved by the Board of Directors.

16. Rocky Terrace Areas: In addition to the other limitations contained herein, the rocky terrace areas shall not be disturbed in any way nor shall any structure, other than those provided by the Declarant, be built, erected or constructed therein or thereon.

17. Other Limitations: All improvements to any Unit other than natural plantings must be factory constructed and no homemade or individually designed improvements shall be allowed unless the plans are approved by the Board. Improvements may be of a prefabricated type and if constructed on site, must be completed in a workmanlike manner.

18. Tents: One (1) tent is allowed on each Unit. This tent may be used only as an auxiliary structure incidental to the principal use of a recreational vehicle and must be disassembled when the Unit is not occupied.

D. Common Elements

1. Roadways within the Common Elements are to be kept clear and unobstructed at all times. No parking is allowed on the roadways.

2. Speed limit on all roadways in the campground is ten (10) miles per hour. WATCH OUT FOR CHILDREN!

3. Cars, vans, light trucks, motor vehicles used to tow a recreational vehicle and street legal motorcycles shall be allowed in the Property for the purposes of providing ingress and egress to the Condominium.

4. Motorcycles, mini-bikes, snowmobiles or other motorized apparatus are not allowed to be operated or stored on the Common Elements or on a Unit, except that such apparatus are allowed on the Property if and only if stored on a trailer and placed in an approved Parking Area, except that street legal motorcycles licensed for operation on the public highways and operated by a licensed driver may be used and parked in the same manner for the purpose of providing ingress and egress to the Condominium.

5. Golf carts are allowed and may be used on the Property.

6. No allowable motorized vehicle of any type may be parked or located other than on a Unit or approved parking area.

7. Boats and trailers may not be stored on any Unit or Common Elements except they may be stored in an approved Parking Area designated for the storage of boats and trailers.

8. Inoperable vehicles located anywhere within the Condominium shall be promptly removed by their Owners.

9. No person may cut or remove any trees or vegetation from any part of the Common Elements nor alter its existing topography and drainage. The Board may permit trimming or removal of small vegetation adjacent to

the Units and located in the Common Elements, if necessary, for the reasonable use and enjoyment of the Units.

10. No piers may be erected on any lake within the Condominium.

11. No boats, motors or motorized amphibious recreational vehicles of any type are allowed on any of the lakes with the exception of maintenance vehicles, emergency vehicles necessary for rescue purposes and small nonmotorized paddle boats provided by the Association or the Declarant.

12. There shall be no obstruction of the Common Elements nor shall anything be stored on the Common Elements without prior consent of the Board.

13. Specific rules for the use and enjoyment of particular facilities such as swimming pools, parks, beaches, tennis courts, recreational vehicles and playgrounds are to be posted at each site. Such specific rules shall be adopted by the Board.

E. General Covenants and Restrictions

1. All vehicular access to the Units shall be by road only from County Highway ES.

2. An emergency exit is denominated on the Plat which is attached hereto as Exhibit "B". This exit is to be used only in case of an emergency by the Unit Owners as an exit from the Property. Government approved emergency vehicles may use this exit for both ingress and egress as required in order to provide services to the Condominium.

3. No "For Sale" or "For Rent" signs, advertising or other display shall be maintained or permitted 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; and except as to those rights hereinafter granted to the Declarant.

ARTICLE VII

Sale, Leasing or Other Alienation

1. Right of First Refusal on Conveyance. No Unit Owner other than the Declarant shall, at any time, sell, convey, lease for a period of more than one (1) year, gift or give away any Unit without first complying with the provisions hereinafter contained in this paragraph unless the recipient of said Unit is related by blood or marriage to the Owner, is a Co-owner, a member of the partnership which is the Owner of a Unit, or a shareholder in a corporation which is the Owner of a Unit. No such sale, lease or alienation shall be made unless the Board is given no less than thirty (30) days prior written notice of the terms of any proposed bona fide sale, lease or other alienation, as evidenced by a bona fide written document of purchase, sale, lease or other alienation, together with the name and address of the proposed purchaser, lessee or alienee. The Association shall, at all times, have the first right and option to purchase or lease such Unit upon the terms as evidenced by such bona fide document, which option shall be exercisable for a period of thirty (30) days following the date of receipt of the written notice of the proposed sale, lease or alienation. If said option is not exercised by the Association within said thirty (30) days, the Owner may, at the expiration of said thirty (30) day period and at any time within sixty (60) days after the expiration of said period, contract to sell, lease or gift such Unit to the proposed purchaser or lessee or donee named in such notice, but only to such purchaser or lessee or donee upon the terms specified therein.

2. Leasing of Units. All Unit Owners, other than the Declarant and the Declarant's lessees, shall, when leasing Units, execute leases

the Common Elements bears to the total of all such percentages applicable to Units subject to said assessment, which assessment shall become a lien and be enforceable in the same manner as provided in paragraph B7 of Article V hereof.

(b) The members of the Board, in their discretion, may borrow money to finance the acquisition of any Unit Ownership or interest therein authorized by this Article; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit Ownership or interest therein to be acquired.

8. Title to Acquired Interest. Unit Ownerships or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the Association. Said Unit Ownerships or interests therein shall be sold or leased by the Board in such a manner as it shall determine without complying with any of the foregoing provisions relating to options or rights of first refusal.

ARTICLE VIII

Remedies for Breach of Covenants, Restrictions and Regulations

1. Abatement and Enjoinment. The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board the right to proceed as follows:

(a) To enter upon that part of the Property where such 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 hereof, and the Declarant, or its successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or

(b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum legal rate until paid, shall be charged to and be assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien for all of the same upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

2. Involuntary Sale. If any Unit Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing is transmitted by the Board, or shall reoccur more than once after such notice, then the Board shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing terminating the rights of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the members of the Board against the Unit Owner or Occupant, or in the alternative, a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control

the Unit owned by him on account of the breach of covenant, and ordering that the right, title and interest of the Unit Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Unit Owner from reacquiring his interest in the Property at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of the proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any mortgages, liens, judgments or other encumbrances of record, shall be paid to the Unit Owner. Upon the confirmation of such a sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit Ownership and, subject to the Board's rights as provided in Section 2, Article VII hereof, to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

ARTICLE IX

Liability of the Declarant and Board of Directors

1. The members of the Board of Directors and the Declarant, 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 of Directors, the Declarant, and their respective agents and employees, against all contractual liability to others arising out of contracts made by the Board of Directors, or the Declarant on behalf of the Owners unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Directors, the Declarant, or out of the aforesaid indemnity in favor of the members of the Board of Directors, the Declarant, and their respective agents and employees, shall be limited to such proportion of the total liability thereunder at his percentage of interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Every agreement made by the Board of Directors, Declarant, or by the managing agent on behalf of the Unit Owners, shall provide that the members of the Board of Directors, Declarant, 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 Owners) and that each Unit Owner's liability thereunder shall be equal to his percentage of Ownership in the Common Elements.

ARTICLE X

Expanding the Condominium

WHEREAS, The Declarant desires to reserve the right to expand the Condominium into certain other real estate in the Town of Sugar Creek, County of Walworth, State of Wisconsin, and said real estate is legally described as follows:

* A parcel of land located in Section 13, Town 3 North, Range 16 East, Walworth County, Wisconsin Described as follows: Commencing at the East 1/4 Section corner of

said Section 13; thence S 0° 50' 54" E 508.07 feet to the point of beginning at the Southeast corner of Willow Run RV Condominium Resort; thence continue S 0° 50' 54" E 811.38 feet; thence N 89° 36' 22" W 2650.51 feet; thence S 0° 27' 09" E 25.02 feet; thence N 73° 30' W 405.98 feet; thence N 57° 00' W 324.43 feet; thence N 29° 00' W 260.61 feet; thence N 33° 30' E 300.15 feet; thence N 61° 00' E 291.38 feet; thence N 0° 27' 09" W 2517.51 feet to the Center of County Trunk Highway "ES"; thence Southeasterly 418.06 feet along the arc of a curve to the left having a radius of 1700 feet; thence S 0° 27' 09" E 554.20 feet; thence S 89° 31' 13" E 711.09 feet to the boundary of Willow Run RV Condominium Resort; thence Southerly and Easterly along said boundary to the point of beginning. (End of legal description.)

and delineated on Exhibit "B" as proposed Expansion Area, said Exhibit "B" being attached hereto and made a part hereof. As the development progresses, whether in stages or otherwise, the Declarant shall have the right at the Declarant's option to expand the Condominium by subjecting additional property to this Declaration and by reallocating the respective percentage of undivided interests and obligations as set forth in Article II, Paragraph 1, Article III, Paragraph 2, Article V, B 1, and Exhibit "C" hereof. Declarant further reserves the right to amend this Declaration, with Exhibits, and the Condominium plat, without any other consent or approval for the purpose of effecting the expansion of the Condominium. Additional property subjected to this Declaration and the reallocation of interests and obligations may be accomplished by the recording of Amendments to this Declaration and an amended Condominium plat. Property may be added to this Condominium under this reservation of right to expand as described above. Such expansion within any expansion area may be done in one or more stages in the discretion of the Declarant. In addition, the Declarant reserves the right to enlarge, expand or modify any existing recreational and service structures in order to serve any of the expansion areas. The maximum number of Units which may be added to the Condominium is 450 Units, for a total of 703 Units comprising the Condominium; Declarant reserving onto itself the right to amend, modify or alter the proposed Unit layout from time to time as the proposed project develops. Each new Unit shall have one vote in the Association. The undivided interests and obligations appurtenant to each new Unit shall be stated in the Amendments to this Declaration adding property to the Condominium. The right to expand the Condominium and to amend the Declaration and Condominium plat for this purpose are reserved for a period of ten (10) years from the date of the recording of this Declaration.

The acceptance of a deed of conveyance to a Unit or Units in this Condominium shall constitute granting of authority to Declarant to exercise this option and other options hereafter set forth. The election by the Declarant to expand the Condominium under this section shall not make the development of all or any additional parts of the real estate mandatory, nor construction of proposed additional recreational and service structures mandatory, said future development being at the sole discretion of the Declarant, who specifically reserves the right to release any rights granted hereunder.

Any purchasers, their heirs, executors, administrators, personal representatives, successors and assigns, shall be deemed to have accepted the reservation of the right of expansion by Declarant without amendment to this Declaration or other proceedings at law or equity. Purchase of a Unit subject to this Declaration shall constitute acceptance of all the terms and conditions herein contained.

ARTICLE XI

General Provisions

1.. In the event for any reason, the Condominium form of ownership is terminated, then and only then, each Owner, and his successors and assigns, whether voluntary or involuntary, of all or any part of the Property described herein on Exhibit "A" shall, regardless of any requirements herein to the contrary, have the legal and financial obligation to either operate and maintain a lawful, private sewage system or to belong to a sui juris association described in sec. 703.15, Wis. Stats., which has such responsibility; or, to have the services of a municipal sanitary district or private public utility which is charged with the operation of a lawful, private sewage system.

2. The Declarant expressly reserves to itself various rights specified in this Declaration and in addition to those rights, expressly reserves the following rights unto itself and its duly appointed agents:

(a) To maintain anywhere on the Common Elements and the Units owned by either of them or any part thereof, all models, sales offices, advertising signs, for sale signs, for rent signs, banners, billboards, lighting or any other activity or property relating to the sale or advertising for the sale of the Units by the Declarant and its duly appointed agents.

(b) The unconditional right on behalf of itself, its guests, lessees or invitees, to use and have access over, through and upon any or all parts of the Common Elements for the purposes set forth in subpart (a) above, and for any other lawful purpose as set forth in this Declaration and including, but not limited to, developing, selling, marketing and expanding the Condominium.

(c) The right to lease or otherwise make available for occupancy any completed or unsold Units owned by the Declarant for such periods of time as the Declarant shall determine. All lessees, and their guests and occupants, of Units owned by the Declarant shall have the same rights and privileges to use and enjoy the Common Elements and the Units as set forth in this Declaration. The terms and conditions of such occupancy shall be determined solely by Declarant, but such use and occupancy by the lessee, its guests and invitees, shall be subject to the covenants and restrictions as to use and occupancy as set forth in Article VI above and any rules and regulations promulgated by the Board.

(d) The unconditional right to allow the placement on a Unit of a recreational vehicle that does not meet the definition of a recreational vehicle as set forth herein, for a term and period not to exceed two (2) years from the date of the sale of the Unit by the Declarant to the Unit Owner.

(e) To undertake and operate, anywhere on the common elements, any other activity, commercial or otherwise, normally incidental to the operation of a campground facility.

The rights reserved to the Declarant in Paragraph 2 of this Article XI shall exist only until the last Unit owned by the Declarant in the initial Condominium or in the expansion thereof as provided for herein has been sold, whereupon such rights shall automatically cease and terminate without notice or other action by any person. Said rights shall, until the time above prescribed, exist for the benefit of the Declarant.

3. Until such time as the Board of Directors provided for in this Declaration is formed, the Declarant may, but shall not be required, to exercise any of the powers, rights, duties and functions of the Board.

4. Upon written request to the Board, the holder of any duly recorded mortgage against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Unit Owner whose Unit Ownership is subject to such mortgage or trust deed.

5. There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the Property is withdrawn from those terms or from the terms of the applicable state statutes.

6. Notices provided for in this Declaration and in the Act shall be in writing, and shall be addressed to the Declarant at RFD 5, Elkhorn, Wisconsin 53121; to the Board in care of the Property address until further notice in writing is transmitted; and to any Unit Owner at the address of the Unit in which his Unit is located (indicating thereon the number of the respective Unit), or at such other address as herein provided. The Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners. Any Unit Owner may also designate a different address for notices to him by giving written notice of his change of address to the Board or Association.

7. Each grantee of the Declarant, by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Condominium Deed, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration and all right, benefits and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time an interest or estate in the Property, and shall inure to the benefit of such Unit Owner or the Declarant in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

8. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

9. Neither the Declarant, nor its beneficiaries, nor their respective representatives or designees, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities reserved, granted or delegated to the Declarant by, or pursuant to, this Declaration, or in the Declarant's capacity as Declarant, contractor, owner, manager or seller of the Property, whether or not such claim:

(a) Shall be asserted by any Owner, Occupant, the Board or the Association, or by any person or entity claiming through any of them; or

(b) Shall be on account of injury to person or damage to or loss of property wherever located and however caused; or

(c) Shall arise ex contractu or (except in case of gross negligence) ex delictu.

Without limitation to the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Owner,

Occupant, the Board, the Association, and their respective agents, employees, guests and invitees, or by reason of any neighboring Property or personal property located on or about the Property, or by reason of the failure to function, or disrepair of, any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.).

10. Throughout this Declaration certain rights are granted to the Declarant. These rights may never be changed, modified or rescinded without the express written consent of the Declarant. The provisions of Article II, Article III, Article IV, Section B of Article V and Section 9 of Article XI (except as it applies to the Declarant), of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, and all of the Unit Owners and all mortgagees having bona fide liens of record against any Unit Ownerships. Except as otherwise provided in Article V and except for those rights granted the Declarant which shall only be modified as set forth above, no other provision of this Declaration may be changed, modified or rescinded except by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board and the Unit Owners having at least three-fourths (3/4) of the number of Units, together with the proviso that said written instrument also contain an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, no less than ten (10) days prior to the date of such affidavit. Such change, modification or rescission shall become effective upon recording of such instrument in the Office of the Register of Deeds of Walworth County, Wisconsin, provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

11. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

12. Real estate taxes are to be separately taxed to each Owner for his Unit and such Unit's corresponding percentage of Ownership in the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately taxed, then each Unit Owner shall be assessed his proportionate share of the tax bill in accordance with his respective percentage Ownership in the Common Elements.

13. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class Condominium.

14. The Declarant reserves the right to record at such time as the Units are substantially completed and the structural components are in place, either an amended plat or a new Declaration and plat showing the actual location and dimensions of all Unit boundaries in the Property, and containing any other modifications deemed necessary by Declarant and not inconsistent with the Act.

WILLOW RUN R.V. CONDOMINIUM RESORT

LOCATED IN SECTION 13, TOWN 3 NORTH, RANGE
16 EAST, WALNORTH CO., WIS

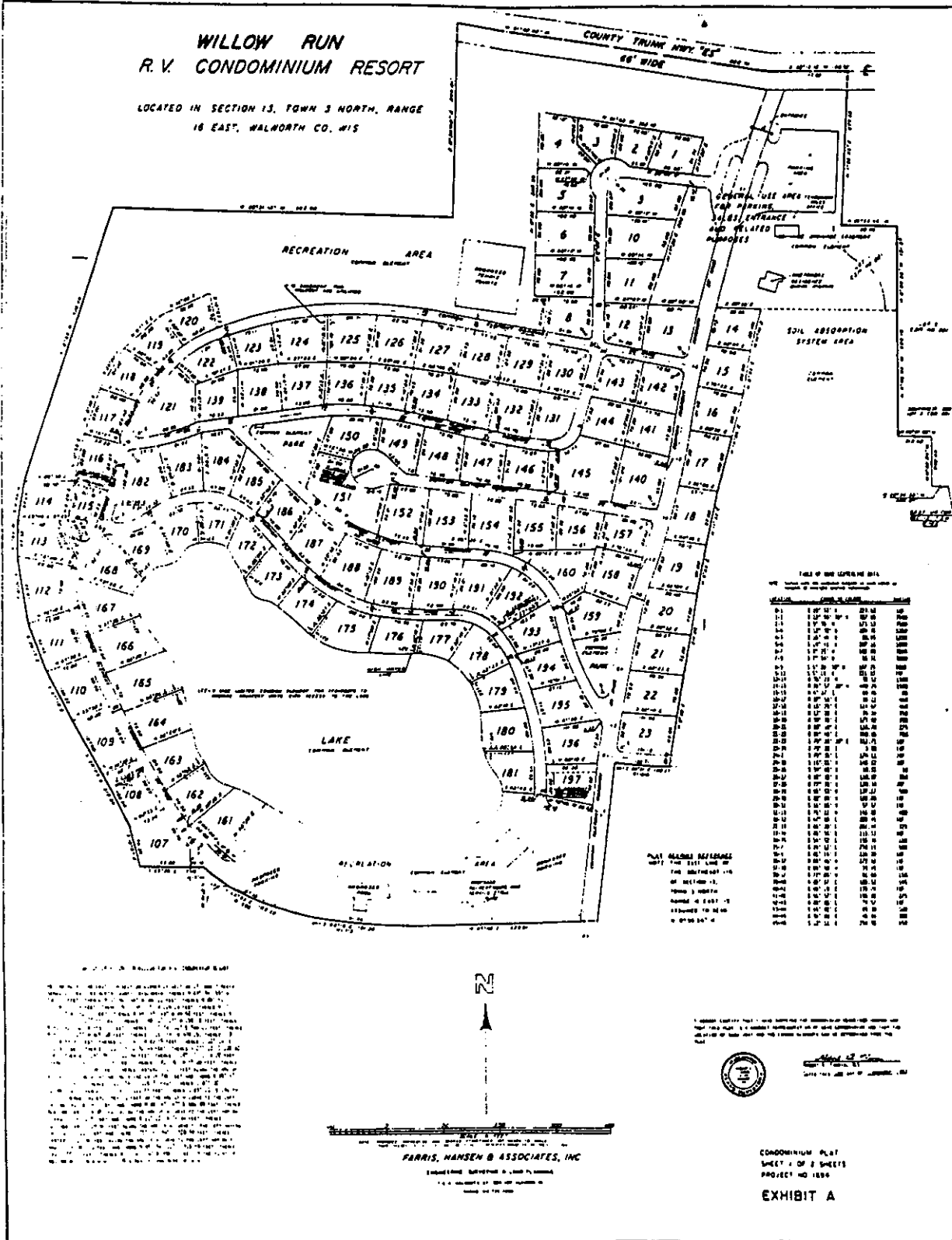


TABLE OF UNIT LOT REFERENCE

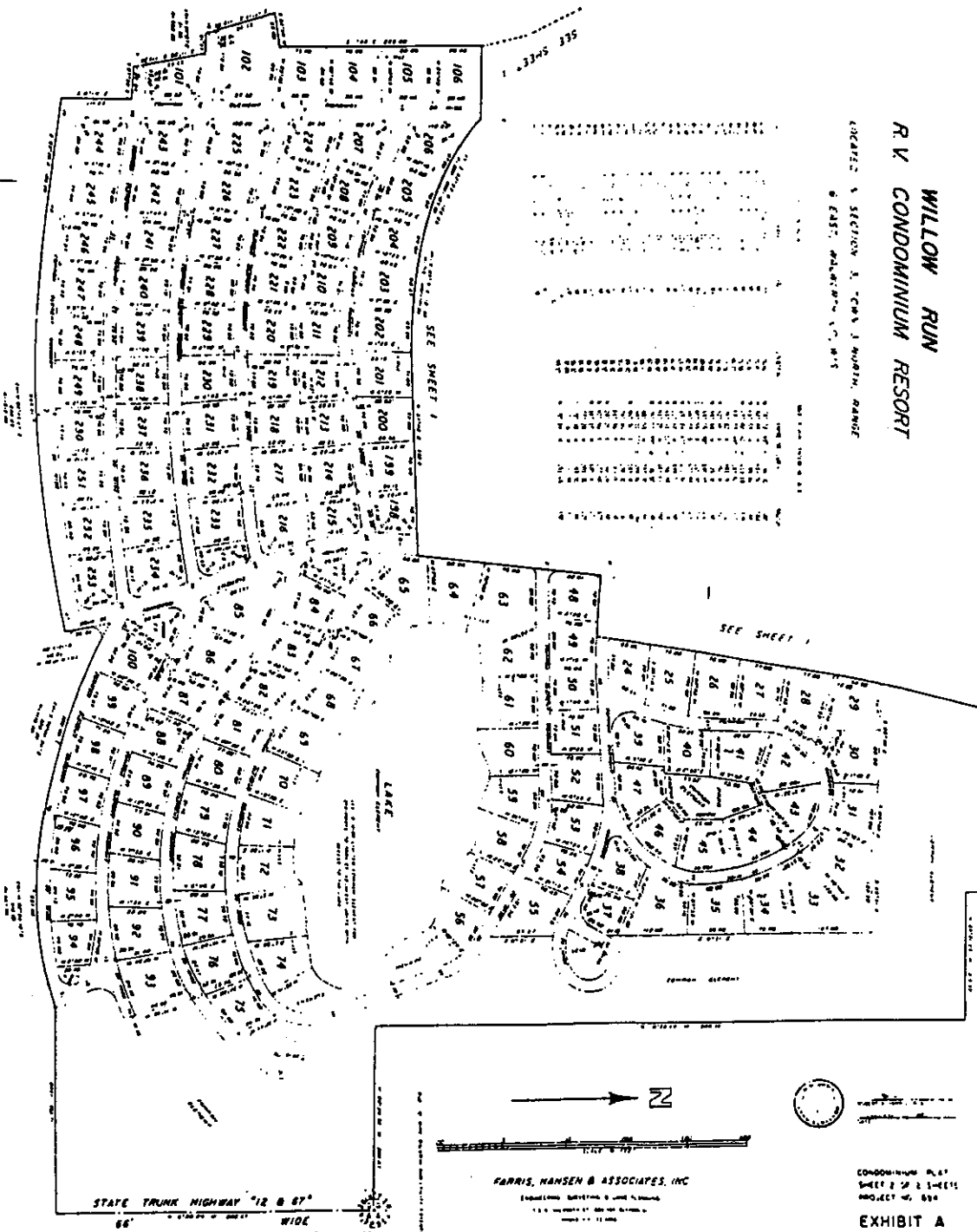
UNIT	LOT	UNIT	LOT
1	101	11	111
2	102	12	112
3	103	13	113
4	104	14	114
5	105	15	115
6	106	16	116
7	107	17	117
8	108	18	118
9	109	19	119
10	110	20	120
11	111	21	121
12	112	22	122
13	113	23	123
14	114		
15	115		
16	116		
17	117		
18	118		
19	119		
20	120		
21	121		
22	122		
23	123		

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERS, SURVEYORS & LAND PLANNERS
11111 W. 111TH ST., SUITE 100, MINNAPOLIS, MN 55426
TEL. 612-835-1111
FAX 612-835-1112

CONDOMINIUM PLAT
SHEET 1 OF 2 SHEETS
PROJECT NO. 1555
EXHIBIT A

WILLOW RUN RV CONDOMINIUM RESORT

LOCATED IN SECTION 3, TOWNSHIP 3 NORTH, RANGE
6 EAST, PLAT 100, N.W. 1/4



FARRIS, HANSEN & ASSOCIATES, INC.

ENGINEERING, SURVEYING & LAND PLANNING
11111 111TH AVE. S.W. SUITE 100
MINNAPOLIS, MN 55426

CONDOMINIUM PLAN
SHEET 2 OF 2 S-1001
PROJECT NO. 694

EXHIBIT A

[illegible]

A PARCEL OF LAND LOCATED IN SECTION 13, TOWN 3 NORTH, RANGE 16 EAST, VALMORATH COUNTY, WISCONSIN DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST 1/4 SECTION CORNER OF SAID SECTION 13; THENCE S 0° 50' 50" E 508.07 FEET TO THE POINT OF BEGINNING; THENCE EAST ALONG THE EAST CORNER OF VILLON RUN RYR CONDOMINIUM REPORT; THENCE CONTINUING S 0° 50' 54" E 811.38 FEET; THENCE N 8° 36' 22" E 2850.51 FEET; THENCE S 0° 37' 09" E 75.02 FEET; THENCE N 73° 50' W 405.98 FEET; THENCE N 52° 00' W 329.43 FEET; THENCE N 29° 00' W 260.61 FEET; THENCE N 33° 30' E 300.15 FEET; THENCE N 61.00° E 291.38 FEET; THENCE N 0° 27' 09" W 2517.51 FEET TO THE CENTER OF COUNTRY TRUNK HIGHWAY "E5"; THENCE SOUTHEASTERLY 418.06 FEET ALONG THE ARC OF A CURVE TO THE LEFT LEAVING A RADIUS OF 1700 FEET; THENCE S 0° 21' 09" E 554.20 FEET; THENCE S 85° 31' 13" E 711.09 FEET TO THE BOUNDARY OF VILLON RUN RYR CONDOMINIUM REPORT; THENCE SOUTHWEST AND EASTWEST ALONG SAID BOUNDARY TO THE POINT OF BEGINNING, CONTAINING 108.74 ACRES MORE OR LESS

EXHIBIT B

Ferris, Hansen & Associates, Inc.

Department of Planning & Land Policy

DATE: 08-08-08
FROM: SAC, NEWARK (100-1000000000)
TO: DIRECTOR, FBI (100-441100)

REVISED 10 JAN 1983

16 JULY, 1982	PROJ. NO. 1694
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SHEET 1 OF 1 SHEET

Formula for Percentage Ownership of the
the Common Elements Allocated to Each Unit

The percentage Ownership of the Common Elements vested in each Unit shall be subject to adjustment from time to time in accordance with the number of Units originally subject to the Declaration and in accordance with any additional property subject to this Declaration under Article X. The methods of determination of the percentage of vested Ownership in the Common Elements and the obligations for common expenses shall be made using the following formula set forth below:

$$\begin{array}{l} \text{Percentage Ownership} = \frac{1}{\text{Total Number of Condominium}} \\ \text{of the Common Elements} \quad \text{Units in the Condominium} \\ \text{Per Unit} \end{array}$$

Consent of Mortgagee to Submit Property
to Condominium Declaration

STATE BANK OF ELKHORN, Elkhorn, Wisconsin, holder of a mortgage on the Property dated January 26, 1983, and recorded January 26, 1983, as Document No. 86089, agrees that said mortgage is subject to the provisions of said Declaration. Notwithstanding the foregoing, by its execution hereof, the undersigned shall not be deemed to have joined in, or become a party to, the within Declaration, nor shall the undersigned be deemed to have assumed any duties or obligations thereunder.

IN WITNESS WHEREOF, the said STATE BANK OF ELKHORN has caused this instrument to be signed at Elkhorn, Wisconsin on this 4th day of February, 1983.

STATE BANK OF ELKHORN

By: /s/ Karl J. Kudick, President

By: /s/ Phillip R. Kron, Vice President

STATE OF WISCONSIN)
) ss.
COUNTY OF WALWORTH)

Personally came before me this 4th day of February, 1983, the above-named Karl J. Kudick, President and Phillip R. Kron, Vice Pres., to me known to be the persons who executed the foregoing instrument and acknowledged the same.

/s/ Ruth E. Hill
Notary Public, Walworth County, WI
My Commission: Expires 12-16-84

ARTICLES OF INCORPORATION

Executed by the undersigned for the purpose of forming a Wisconsin corporation under Chapter 181 of the Wisconsin statutes, WITHOUT STOCK AND NOT FOR PROFIT.

Article 1.

The name of the corporation is WILLOW RUN R.V. CONDOMINIUM ASSOCIATION, INC.

Article 2.

The period of existence shall be perpetual.

Article 3.

The purposes shall be the holding, maintaining, improving, beautifying and administering of all property rights and interests in the Willow Run R.V. Condominium Resort of Town of Sugar Creek, Wisconsin, not retained exclusively to the individual unit owners, together with a right to acquire any property, real or personal, for use in connection with said Willow Run R.V. Condominium Resort, and, generally including all powers, rights and privileges permitted to be exercised by property owners associations by provisions of the Wisconsin Unit Property Owners' Act, Sec. 703.01 to 703.38, inclusive, of the Wisconsin Statutes and any amendments thereto.

Article 4.

The principal office is located in Walworth County, Wisconsin, and the address of such principal office is:

Post Office Box 563
Elkhorn, Wisconsin 53121

Article 5.

Name of the initial registered agent is Richard A. Howarth, Jr.

Article 6.

Address of the initial registered agent is:

11 North Wisconsin Street
Elkhorn, Wisconsin 53121

Article 7.

These articles may be amended in the manner authorized by law at the time of amendment.

Article 8.

The number of directors shall be fixed by by-law but shall be not less than three.

Article 9.

The names and address of the initial Board of Directors are:

Richard Mann
Route 5
Elkhorn, Wisconsin 53121

Judy Mann
Route 5
Elkhorn, Wisconsin 53121

Richard A. Howarth, Jr.
GODFREY, PFEIL & NESHEK, S.C.
11 North Wisconsin Street
Elkhorn, Wisconsin 53121

Article 10.

Membership Provisions:

Each person owning a unit in Willow Run R.V. Condominium Resort, Town of Sugar Creek, Wisconsin, shall be eligible to be a member of the corporation. When more than one person shall be united in ownership of a condominium unit, such persons shall collectively be entitled to the membership vote or votes as set forth in the condominium declaration. Upon the sale or other disposition by such member of his unit ownership, his membership shall automatically terminate and the new unit owner shall automatically become a member of such corporation as a condition of his ownership of the unit.

Article 11.

Other Provisions:

The developer, or its nominee, may exercise the voting rights with respect to any unit owned by the developer.

Article 12.

The name and address of incorporator (or incorporators) are:

NAME	ADDRESS (street & number, city, state & ZIP code)
<u>Richard Mann</u>	<u>Rural Route 5, Elkhorn, Wisconsin 53121</u>
_____	_____

Executed in duplicate on the 1st day of February, 1983

/s/ Richard Mann

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STATE OF WISCONSIN)
) ss.
COUNTY OF WALWORTH

Personally came before me this 1st day of February A.D., 1983
the aforementioned incorporator, Richard Mann, to me known to be
the person who executed the foregoing instrument, and acknowledged
the same.

/s/ Richard A. Howarth, Jr.
Notary Public

My Commission is permanent.

This document was drafted by Richard A. Howarth, Jr.

Date 2/10/83 at 12:25 p.m.
Recorded in Vol 34C Page 248 Walw. Co.
Lois M. Ketterhagen, Register of Deeds

State of Wisconsin
Filed
February 03, 1983
DOUGLAS LA FOLLETTE
SECRETARY OF STATE

ESTIMATED OPERATING BUDGET

WILLOW RUN R.V. CONDOMINIUM
ASSOCIATION, INC.

Duties performed by Willow Run R.V. Condominium Association, Inc. for
Condominium Owners:

All maintenance of common elements.
Professional management.
Multi-peril property insurance, comprehensive public liability insurance,
and fidelity coverage as required in the Association's By-Laws.
Refuse pickup and disposal.
Interior and exterior repairs, maintenance and upkeep (including cleaning
and janitorial services) of the common facilities.
All utilities to the building, common facilities and individual units,
except as limited by the Association for periods other than the regular
season.
Legal and accounting for all Association business.
All salaries and related expenses for Association employees.
Together with any and all other miscellaneous duties specified in the
Declaration of Condominium.

Estimated cost of the above services:

253 Units

Cleaning
Refuse pickup
Wages and payroll taxes
Utilities
Insurance
Legal and accounting
Office expenses
Maintenance, replacement and repairs
Supplies
Program activities
Maintenance and repair of the water and sewer systems
Miscellaneous expenses
Condominium conditional use fee (County)
Management fee
Campground license fee (State)
Contingency fund
Other miscellaneous costs as envisioned by the
Declaration of Condominium

Total: N/A

Total Expenses: N/A

NOTE: Willow Run R.V. Condominium Association, Inc. is a new association,
and as such has not had sufficient operating experience to establish the
actual cost attributable to the functions to be performed by it. There-
fore, the Developer, Mann Holding Co., Inc., has agreed to guarantee the
assessment for the 1983 year at the rate of \$25.00 per month per condo-
minium unit. The Developer will incur the costs and expenses above
that amount for the 1983 year.

The Unit Owner shall pay the assessment as required from time to time
in accordance with the Condominium Declaration.

THE ABOVE MAINTENANCE CHARGE IS IN ADDITION TO PROPERTY TAXES FOR EACH
UNIT, WHICH TAXES ARE THE RESPONSIBILITY OF THE UNIT OWNER.

(End of Disclosure Materials)

183221

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AMENDMENT II

TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND
OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR
WILLOW RUN R.V. CONDOMINIUM RESORT, A CONDOMINIUM

WHEREAS, Mann Holding Co., Inc., a Wisconsin corporation, as Declarant created Willow Run R.V. Condominium Resort, a condominium, reserving the right to expand same as provided in the Declaration of Condominium, and

WHEREAS, Mann Holding Co., Inc., did on the 3rd day of October, 1988, transfer, convey, sell and assign all of its right, title and interest in the real estate described in said deed, including the rights as Declarant to develop the expansion area of the condominium and all other Declarant rights to G. William Castineau as nominee for CWG Resorts, Inc., which deed was recorded October 5, 1988, in Volume 441 of Records at page 540 as Document Number 169078, Walworth County Records, and

WHEREAS, G. William Castineau as nominee for CWG Resorts, Inc. has transferred, conveyed, sold and assigned all of the right, title and interest in the real estate described in said deed, including the rights as successor Declarant to develop the expansion area of the condominium and all other Declarant rights to CWG Resorts, Inc., a Wisconsin corporation, and

WHEREAS, CWG Resorts, Inc., a Wisconsin corporation, as successor Declarant shall hereinafter be referred to as Declarant, and

WHEREAS, Declarant hereby amends Article I Definitions Recreational Vehicle for purposes of the expansion area including this phase of development to read as follows:

1

I hereby certify that I have on this 11th day of September, 1989, microphotographed the above document in accordance with standards established by Sec. 220.03 (1) of Statutes and with established procedures.

EXHIBIT "A"

"Recreational Vehicle" means a vehicular-type unit initially designed as temporary living quarters for recreational, camping, or travel use, which either has its own mode of power or is drawn by another vehicle and which contains a full bath with a toilet and shower or tub. For purposes of this Declaration, said term includes only the following:

a. "Travel Trailers" - A vehicular unit mounted on wheels of such size or weight as to not require special highway movement permits when drawn by a motorized vehicle; initially designed and constructed to provide temporary living quarters for recreational, camping or travel use; and a body length of no more than 45' or no less than 17' (exclusive of hitch for both maximum and minimum), and a body width of no more than 8.5' when factory equipped for the road, exclusive of slide-out or tip-out extensions.

b. "Motor Homes" - A vehicular unit built on a self-propelled motor vehicle chassis, initially designed and manufactured to provide temporary living quarters for recreational, camping or travel use. Slide-on pickup camper units and chassis mounts shall not be considered motor homes.

c. "Park Models" - A self-propelled or permanently towable unit built on a single chassis containing 400 square feet or less when measured at the largest horizontal floor projection, not including any bay windows, roof projections, overhangs or eaves under which there is no interior space.

All "recreational vehicles" must have the "Recreational Vehicle Institute" (RVI) seal of approval or be of equivalent quality to qualify for said seal of approval and, in addition, be manufactured after 1980.

The term "recreational vehicle" shall include the above described vehicles, but shall not include tents, pop-up campers or trailers, crank-up trailers, truck campers or other vehicles that do not meet the definition of a recreational vehicle contained herein.

and hereby amends Article VI Covenants and Restrictions as to Use and Occupancy C. Unit Improvement, 10 Screened Enclosures for purposes of the expansion area including this phase of development to read as follows:

10. Screened Enclosures: Unit Owners may erect on their Units a screened enclosure or a similar type of auxiliary structure for individual use as a porch or patio. Such structure may have a floor area not to exceed three hundred fifty (350) square feet and may be affixed to the Property only with wood or metal stakes or lines. All screened enclosures must be approved by the Board.

and hereby amends Article VI Covenants and Restrictions as to Use and Occupancy E. General Covenants and Restrictions 3. for purposes of the expansion area including this phase of development to read as follows:

3. No "For Sale" or "For Rent" signs, advertising or other display shall be maintained or permitted on any of the Property except as to those rights hereinafter granted to the Declarant.

WHEREAS, the Declarant has reserved the right to add additional real estate to the real estate previously submitted to this Declaration as Phase I, and

WHEREAS, additional real estate must be from the real estate described in Article X of the Declaration, and Exhibit "A" of the Declaration, and

WHEREAS, Declarant has advised all purchasers that the percentage of ownership of each Unit shall be adjusted as provided in Exhibit C,

NOW, THEREFORE, the Declarant, as holder of title of said real estate hereinafter described, and for the purposes hereinabove set forth and hereinbefore set forth in the Declaration recorded February 4, 1983, in Volume 297 of Records, at page 4, as Document Number 86324, Walworth County Records, and amendment to Declaration-recorded May 19, 1983, in Volume 302 of Records on page 368 as Document Number 89834, Walworth County Records, Declares as follows:

The real estate known as Phase II which is hereby submitted

and subjected to the provisions of the Condominium Ownership Act of the State of Wisconsin is legally described as set forth on the description rider as part of Exhibit "A" hereof.

Said real estate is also described and delineated on the Plat of Survey attached as Exhibit "A" of this Amendment II which, by reference hereto, is made a part hereof.

Exhibit "A" hereof consists of the pages designated Exhibit "A" page 1 through 9 together with the Certificate of the Surveyor designated Exhibit "A", page 2.

All provisions of the Declaration hereinbefore described are continued in full force and effect, except as hereinafter provided. Declarant reserves the option and right to add additional real estate as added phases and to adjust the percentage ownership as provided in the Declaration.

The percentage of ownership of the units in Phase I and II, of the condominium is hereby amended pursuant to the Declaration of Condominium of Willow Run R.V. Condominium Resort, a condominium, as filed. This amendment of percentage ownership hereby amends Article III 2. Ownership of Common Elements to read as follows:

2. Ownership of Common Elements. Each Unit shall have appurtenant to it an undivided .002725 interest in the Common Elements as tenant in common with all other Unit Owners of the property, said interest shall equal 1/367 of the Common Elements. Except as otherwise limited in this Declaration, all Unit Owners shall have the right to use the Common Elements for all purposes incident to the use and occupancy permitted by this Declaration; said right shall be appurtenant to and run with his Unit.

The foregoing percentage will be subject to amendment by the addition of additional phases if any, from the land described in the Declaration.

IN WITNESS WHEREOF, GWG Resorts, Inc., a Wisconsin Corporation by its President and Secretary, caused its name to be signed to these presents this 8TH day of SEPTEMBER, 1989.

GWG Resorts, Inc.
A Wisconsin Corporation

BY:

A William Sweet
President

Lowell E. Sweet
Assistant Secretary

STATE OF WISCONSIN)
COUNTY OF WALWORTH) ss

Personally came before me this 8TH day of SEPTEMBER, 1989, G WILLIAM SWEET, President and LOWELL E. SWEET, Assistant Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

Kathleen Phinney
Notary Public,
State of WI, WALWORTH Co.
My Commission: EXPIRES 8-7-92

This document was drafted by:

Lowell E. Sweet

STATEMENT OF COMPLIANCE

I hereby certify that the within reproduction has been microfilmed on 35 Camera Cards and processed by the M Brand 1000 Process-Card camera using processed silver sensitive film.
M Camera Cards, as produced by the M Brand 1000 Process-Card camera containing processed silver sensitive film, conform to the specifications for archival quality as defined in Federal Standard No. 114 entitled Film Photographic, and Film Photographic, Processed. For permanent record and

EXHIBIT "A"

LEGAL DESCRIPTION FOR AREA BEING ADDED BY THIS AMENDMENT
WILLOW RUN RV CONDOMINIUM RESORT

A PARCEL OF LAND LOCATED IN SECTION 13, TOWN 3 NORTH, RANGE 16 EAST, WALWORTH COUNTY, WISCONSIN DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST 1/4 SECTION CORNER OF SAID SECTION 13; THENCE N 89DEG 35MIN W 2641.41 FEET TO A CONCRETE MONUMENT FOUND MARKING THE CENTER OF SAID SECTION 13; THENCE CONTINUE N 89DEG 35MIN W ALONG THE 1/4 SECTION LINE 360.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 89DEG 35MIN W 237.00 FEET; THENCE N 0DEG 27MIN 09SEC W 920.00 FEET; THENCE S 89DEG 35MIN E 237.00 FEET; THENCE N 0DEG 27MIN 09SEC W 1161.00 FEET TO THE CENTER OF COUNTY TRUNK HIGHWAY "ES"; THENCE SOUTHEASTERLY 418.06 FEET ALONG THE CENTER OF SAID HIGHWAY BEING THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1700 FEET AND CHORD S 60DEG 10MIN E 417.01 FEET; THENCE S 0DEG 27MIN 09SEC E ALONG THE 1/4 SECTION LINE 534.20 FEET; THENCE S 89DEG 31MIN 13SEC E 711.09 FEET TO THE WESTERLY BOUNDARY OF WILLOW RUN RV CONDOMINIUM RESORT; THENCE SOUTHERLY ALONG SAID WESTERLY BOUNDARY THE FOLLOWING COURSES: S 16DEG 59MIN W 509.26 FEET; THENCE S 8DEG 49MIN W 69.63 FEET; THENCE S 1DEG 45MIN W 63.55 FEET; THENCE S 10DEG 14MIN E 122.87 FEET; THENCE S 20DEG 15MIN E 92.45 FEET; THENCE S 27DEG 10MIN E 100.82 FEET; THENCE S 28DEG 09MIN E 212.84 FEET; THENCE S 18DEG 57MIN E 74.20 FEET; THENCE S 1DEG 42MIN E 160.00 FEET TO THE SOUTHWEST CORNER OF UNIT 105 IN SAID CONDOMINIUM; THENCE LEAVING SAID WESTERLY BOUNDARY S 89DEG 45MIN 35SEC W 66.75 FEET; THENCE S 80DEG 20MIN W 710.55 FEET; THENCE N 89DEG 35MIN W 360.04 FEET; THENCE N 0DEG 27MIN 09SEC W 138 FEET TO THE POINT OF BEGINNING, CONTAINING 43.18 ACRES MORE OR LESS.

CERTIFICATE

STATE OF WISCONSIN)
) ss
 COUNTY OF WALWORTH)

Robert A. Farris, being first duly sworn, on oath deposes and states as follows:

1. That he is a duly licensed and registered land surveyor in the State of Wisconsin.

2. That "Exhibit A", page 1, which is attached to the above and foregoing Amendment II to the Declaration, is an accurate copy of the legal description for Phase II, for Willow Run R.V. Condominium Resort, a Condominium; as planned and developed and as required under the provisions of Chapter 703 of the Wisconsin revised statutes.

3. That the Condominium consists of a recreational vehicle condominium on a portion of the lands set forth in the Declaration.

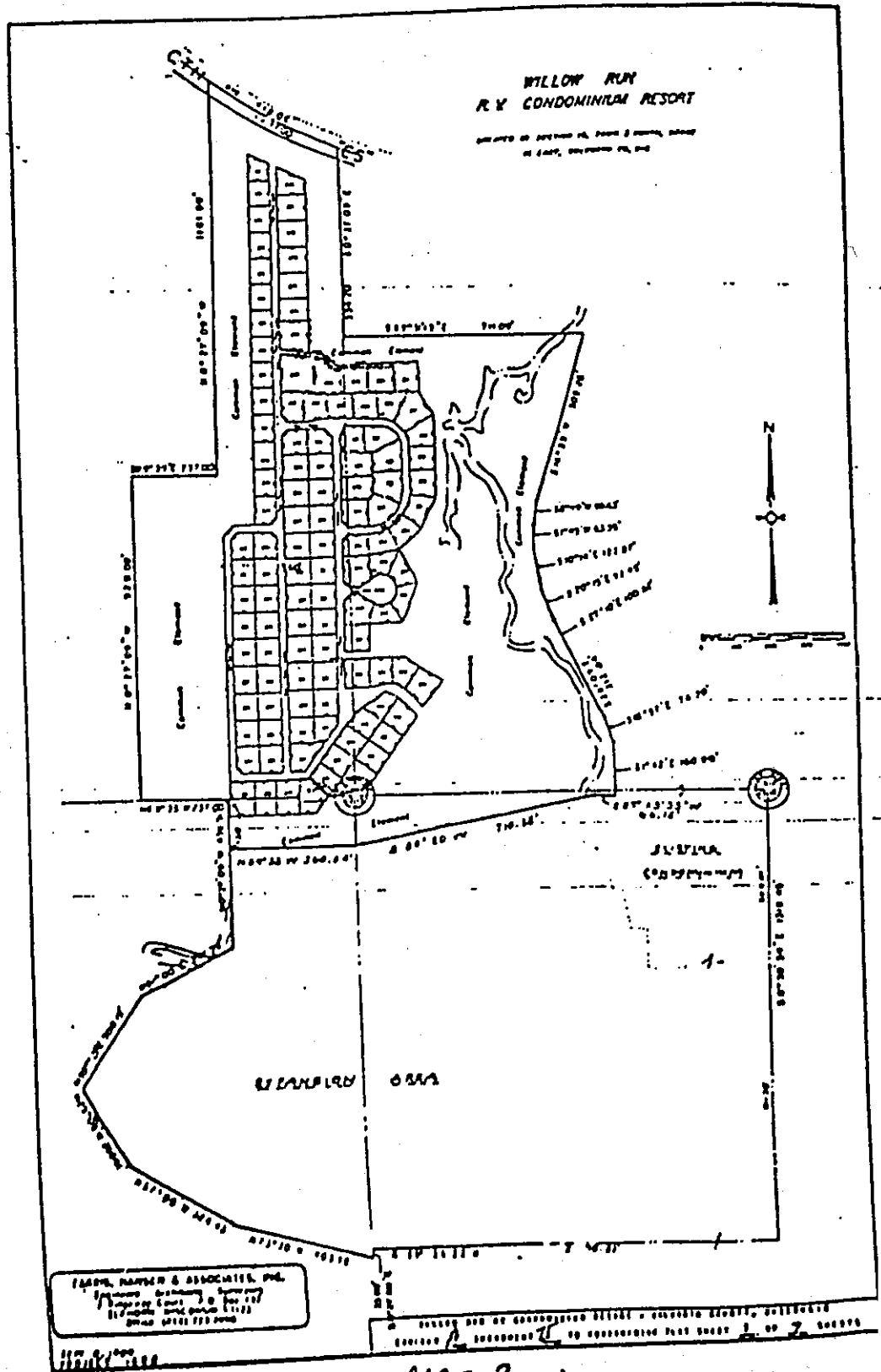
Executed in the presence of:

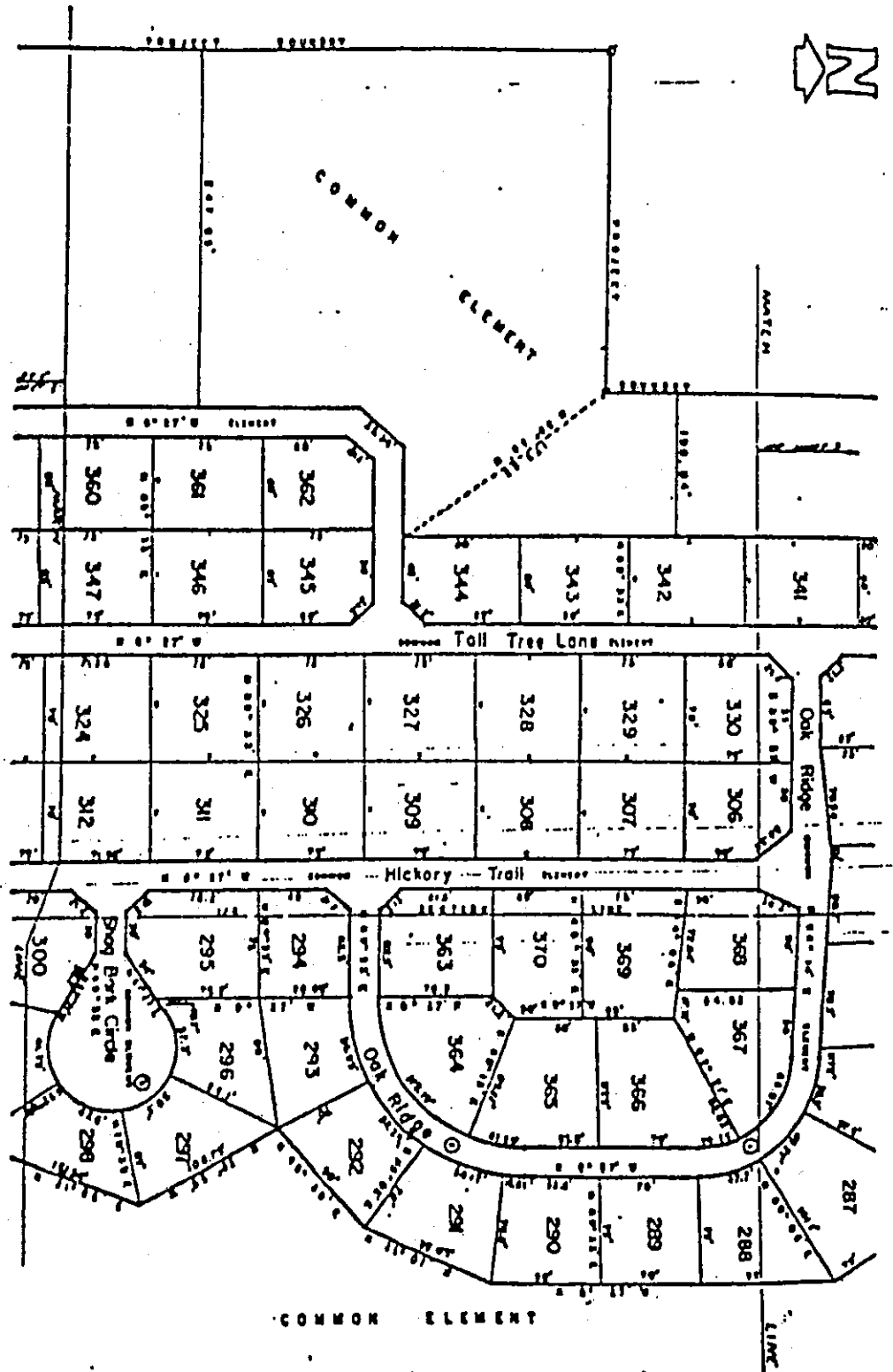
Kathleen Phinney
Harold M. Rogers

Robert A. Farris
 Robert A. Farris
 Registered Land Surveyor

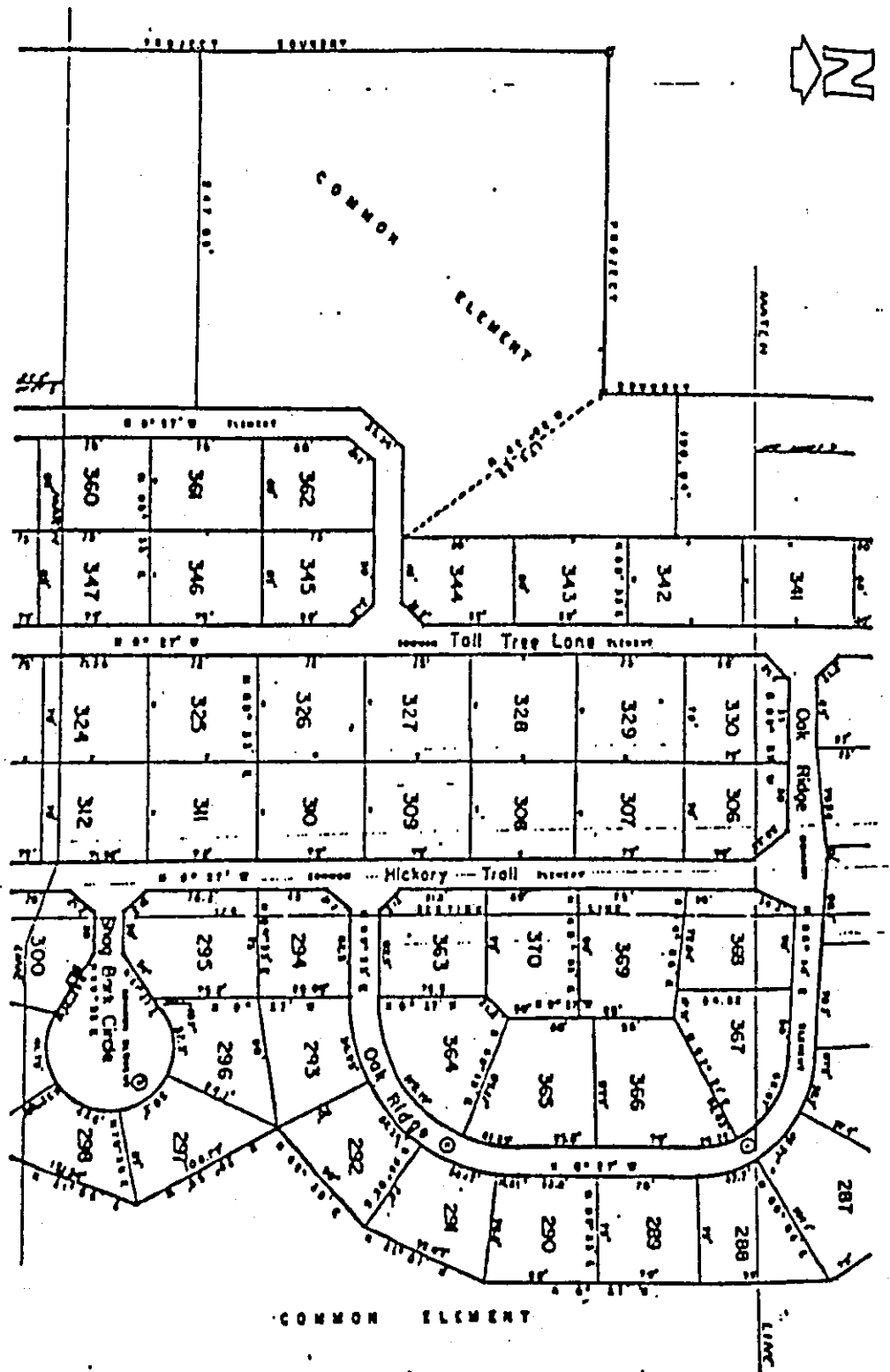
SUBSCRIBED AND SWORN to before me
 this 8TH day of September, 1989.

Kathleen Phinney
 Notary Public, State of WI.
 My Commission: EXPIRES 9-8-92

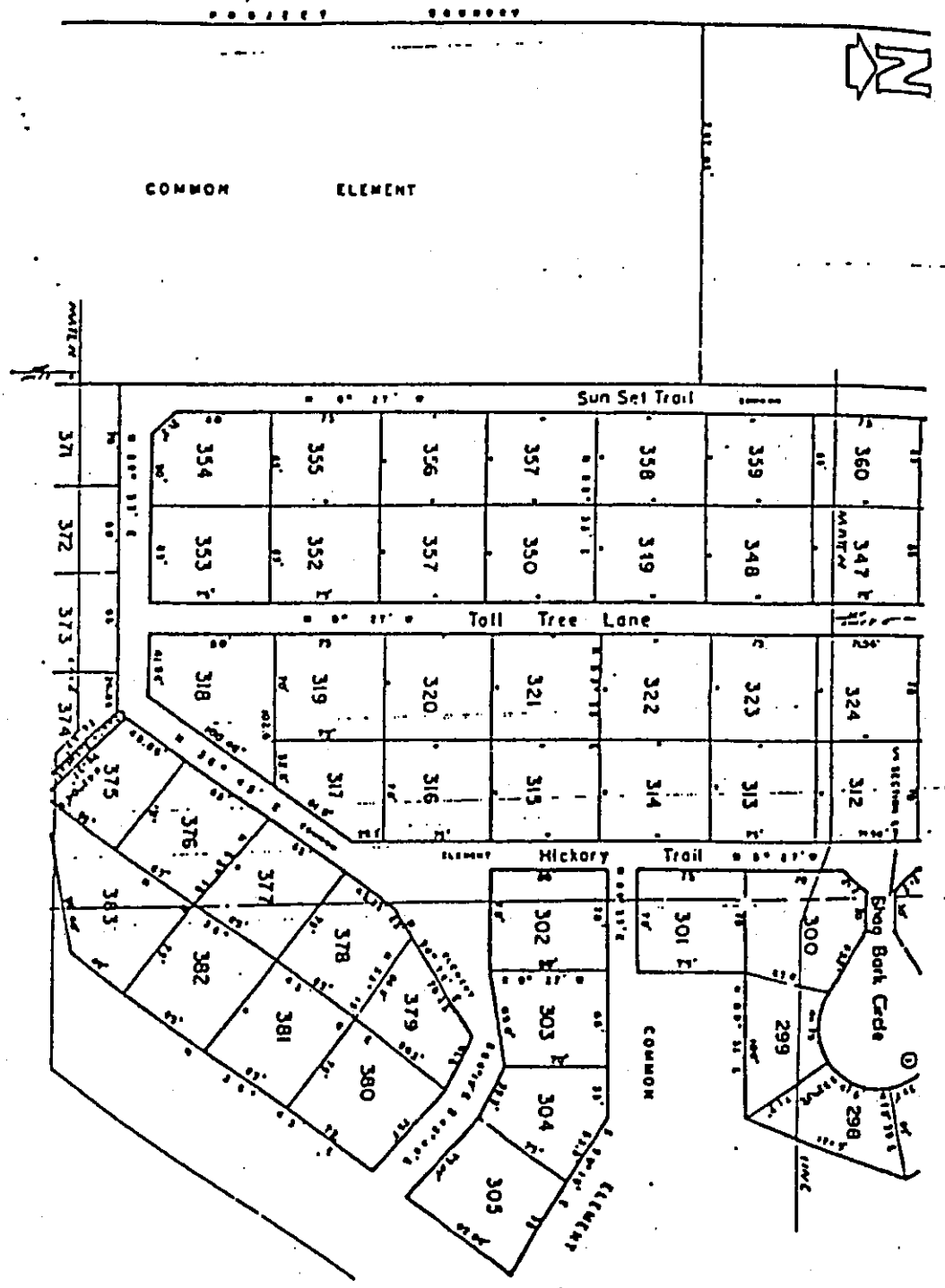




ALL LOTS ARE TO BE CONVEYED TO THE CITY OF LOS ANGELES FOR THE PURPOSE OF BEING USED AS A PUBLIC PARK AND RECREATION AREA.



As shown on the accompanying record - corrected, correct, corrected
 Title to the property in the record is to be corrected to the record



THIS MAP OR INFORMATION HEREON IS UNCLASSIFIED, EXCEPT WHERE SHOWN OTHERWISE BY A MARKED "U" TO INFORMATION NOT SHOWN

DFI/CORP/38
RECORD 2011

United States of America

State of Wisconsin



DEPARTMENT OF FINANCIAL INSTITUTIONS

To All to Whom These Presents Shall Come, Greeting:

I, Mary Ann McCoshen, Administrator, Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that the annexed copy has been compared by me with the record on file in the Corporation Section of the Division of Corporate & Consumer Services of this department and that the same is a true copy thereof and the whole of such record; and that I am the legal custodian of said record, and that this certification is in due form.



IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed the official seal
of the Department.

A handwritten signature in cursive script that reads "Mary Ann McCoshen".

MARY ANN McCOSHEN, Administrator
Division of Corporate and Consumer Services
Department of Financial Institutions

DATE:

SEP 27 2018

BY:

A handwritten signature in cursive script, likely of the official who countersigned the document.

Article 8.

The number of directors shall be fixed by by-law but shall be not less than three.

- 2 -

~~Article 8~~

~~The number of directors shall be fixed by by-law but shall be not less than three.~~

(Strike out the Article 8 you do not use)

Article 9.

The names and addresses of the initial Board of Directors are:

(At least 3, with complete address, including street and number, if assigned, and the ZIP code)

Richard Mann
Route 5
Elkhorn, Wisconsin 53121

Judy Mann
Route 5
Elkhorn, Wisconsin 53121

Mr. Richard A. Howarth, Jr.
GODFREY, PFEIL & NESHEK, S.C.
11 North Wisconsin Street
Elkhorn, Wisconsin 53121

~~Article 10~~

~~Members of the corporation shall be set forth in the by-laws.~~

OR

Article 10.

Membership Provisions (See Instruction G)

Each person owning a unit in Willow Run R.V. Condominium Resort, Town of Sugar Creek, Wisconsin, shall be eligible to be a member of the corporation. When more than one person shall be united in ownership of a condominium unit, such persons shall collectively be entitled to the membership vote or votes as set forth in the condominium declaration. Upon the sale or other disposition by such member of his unit ownership, his membership shall automatically terminate and the new unit owner shall automatically become a member of such corporation as a condition of his ownership of the unit.

Article 11.

(Other provisions)

The developer, or its nominee, may exercise the voting rights with respect to any unit owned by the developer.

Article 12.

The name and address of incorporator (or incorporators) are:

NAME	ADDRESS (street & number, city, state & ZIP code)
Richard Mann	Rural Route 5, Elkhorn, Wisconsin 53121

Executed in duplicate on the 1st day of February, 19 83

All incorporators
SIGN HERE


Richard Mann

ARTICLES OF INCORPORATION (Non-Stock)

\$35.00

— Walworth —

Mail Returned Copy to:

(FILL IN THE NAME AND ADDRESS HERE)

Mr. Richard A. Howarth, Jr.
GODFREY, PHEL & NESHEK, S.C.
11 North Wisconsin Street
Elkhorn, Wisconsin 53121

STATE OF WISCONSIN
FILED

FEB 03 1983

DOUGLAS LA FOLLETTE
SECRETARY OF STATE

INSTRUCTIONS AND SUGGESTIONS (continued)

- H. *Article 12.* -- Have the INCORPORATOR SIGN before a Notary Public. The number of incorporators may be one or more, but all the incorporators listed in the articles must sign. Make sure that both of the copies have ORIGINAL SIGNATURES. Carbon copy, xerox, or rubber stamp signatures are not acceptable.
- I. Notary Public must SIGN AND AFFIX SEAL on both copies of the articles, and complete their statement in the area provided. Make sure that original signatures and seal impressions appear on both copies.
- J. If the document is executed or acknowledged in Wisconsin, Sec. 14.38(14) of the Wis. Statutes provides that it shall not be filed unless the name of the person (individual) who, or the governmental agency which, drafted it is printed, typewritten, stamped or written thereon in a legible manner.

PREPARATION, FEES AND TRANSMITTAL

- K. Prepare document in DUPLICATE ORIGINAL. Furnish the Secretary of State two identical copies of the articles of incorporation. (MAILING ADDRESS: Corporation Division, Secretary of State, P.O. Box 7846, Madison WI 53707). One copy will be retained (filed) by the Secretary of State and the other copy transmitted directly to the Register of Deeds of the county within which the corporation's principal office is located, together with your check for the recording fee. When the recording has been accomplished, the document will be returned to the address you furnish on the back of the form.
- L. Two SEPARATE REMITTANCES are required.
 - 1) Send a FILING FEE of \$35 payable to SECRETARY OF STATE with the articles of incorporation. Your cancelled check is your receipt for fee payment.
 - 2) Send a RECORDING FEE of \$10 (or more) payable to REGISTER OF DEEDS OF COUNTY, WISCONSIN with the articles of incorporation. Name the county within which the corporation's principal office is located. Recording fee for this standard form is \$10. If you append additional pages, add \$2 more recording fee for each additional page. Please furnish the fee for the REGISTER OF DEEDS in check form to this office and we will transmit it to the Register of Deeds with the document for recording.

CORPORATION DIVISION
P O Box 7846
Madison WI 53707

Resolved, That the name of the corporation be changed from WILLOW RUN R.V. CONDOMINIUM ASSOCIATION, INC., to OUTDOOR RESORTS/LAKE GENEVA R.V. CONDOMINIUM ASSOCIATION, INC.

The undersigned officers of Willow Run R.V. Condominium Association, Inc. a Wisconsin corporation with principal office in Elkhorn, Walworth County, Wisconsin, CERTIFY:

~~xxxxxx That the foregoing amendment of the articles of incorporation of said 508X~~
~~xxxxxx corporation was adopted on xxxxxxxx by xxxxx written consent signed~~
~~xxxxxx of the members having voting rights xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~

OR

1(B) That said corporation has no members having voting rights, and that the foregoing amendment of the articles of incorporation of said corporation was adopted at a meeting of the board of directors on July 1, 1985 by a majority affirmative vote ~~(only greater than may be required by the articles of incorporation)~~ of the directors in office.

OR

1 (6) That the foregoing amendment of the articles of incorporation of said xxx
xxxxxx corporation was adopted by the members of xxxxxxxxxxxxxxxxxxxxxxxxx
the following xxxxx

Number of members		Number present		Number voting	
xxxx	xxxx	xxxx	xxxx	xxxx	xxxx
xxxx	xxxx	xxxx	xxxx	xxxx	xxxx

Executed in duplicate and seal (if any) affixed this 1st day of July, 19 85

Affix seal or state that there is none)

Richard Mann, President

Judith M. Mann, Secretary

This document was drafted by Feingold & Bates (Section 14.38(14) Wis Statutes) 1/11

Resolved, That the name of the corporation be changed from OUTDOOR RESORTS/LAKE GENEVA R.V. CONDOMINIUM ASSOCIATION, INC. to WILLOW RUN R.V. CONDOMINIUM ASSOCIATION OF ELKHORN, INC. OK

The undersigned officers of OUTDOOR RESORTS/LAKE GENEVA R.V. CONDOMINIUM ASSOCIATION, INC. a Wisconsin corporation with principal office in Walworth County, Wisconsin, CERTIFY:

~~1(A) That the foregoing amendment of the articles of incorporation of said corporation was adopted by the members of said corporation by a majority affirmative vote of all of the members having voting rights of the corporation in office.~~

OR

1(B) That said corporation has no members having voting rights, and that the foregoing amendment of the articles of incorporation of said corporation was adopted at a meeting of the board of directors on May 9, 19 86 by a majority affirmative vote (or greater as may be required by the articles of incorporation) of the directors in office.

OR

~~1(C) That the foregoing amendment of the articles of incorporation of said corporation was adopted by the members of said corporation by a majority affirmative vote of the following vote:~~

Number of members having voting rights	Number present in person or by proxy	Number voting
100	100	100

Executed in duplicate and seal (if any) affixed this 1st day of May, 19 86

NO CORPORATE SEAL

Affix seal or state that there is none)

David B. Feingold
of Feingold & Bates

Richard Mann President

Judith M. Mann Secretary

This document was drafted by David B. Feingold (Please print or type name) (Section 14.38(14) Wis Statutes)

USE ONLY ONE - STRIKE OUT THE ITEMS YOU DO NOT USE.

STATE OF WISCONSIN - SECRETARY OF STATE

64

Wisconsin Department of Financial Institutions

Strengthening Wisconsin's Financial Future

Search for:

6W17610

Search Records

[Search](#)
[Advanced Search](#)
[Name Availability](#)

Corporate Records

Result of lookup for 6W17610 (at 8/10/2018 11:44 AM)

WILLOW RUN R.V. CONDOMINIUM ASSOCIATION OF ELKHORN, INC.

You can: [File an Annual Report](#) - [Request a Certificate of Status](#) - [File a Registered Agent/Office Update Form](#)

Vital Statistics

Entity ID 6W17610

Registered Effective Date 02/03/1983

Period of Existence PER

Status Restored to Good Standing [Request a Certificate of Status](#)

Status Date 01/28/2005

Entity Type Non-Stock Corporation

Annual Report Requirements Non-stock Corporations are required to file an Annual Report under s. 181.1622 WI Statutes.

*Willow Run R.V. Condo
Assoc Inc.*

Addresses

Registered Agent Office
JON CHAMBERLAIN CPA
N6359 HWY 12
PO BOX 170
ELKHORN, WI 53121

[File a Registered Agent/Office Update Form](#)

Principal Office
W4945 CTY RD ES
ELKHORN, WI 53121
UNITED STATES OF AMERICA

Historical Information

Annual Reports

Year	Reel	Image	Filed By	Stored On
2018	000	0000	online	database
2017	000	0000	online	database
2016	000	0000	online	database

441.540 //
297.4 //
302.368 //

RECORDED IN VOL 466
PAGE 927

'89 SEP 8 PM 4 02

LOIS M. KETTERHAGEN
REG. OF DEEDS
WALWORTH COUNTY, WIS
Sweet & Seavey 31.00

LEGAL DESCRIPTION FOR AREA SALES COVERED BY THIS AGREEMENT
WILLON BLVD BY CLARKVILLE GARDENS

[illegible]

LEGAL DESCRIPTION FOR SURVEY FOR ANNA MARIA (FIRM)
WILLIAM BUN OF CONDOLISIAN BLOCK

[illegible][illegible]

I HEREBY CERTIFY THAT THIS PLAN IS A CORRECT REPRESENTATION OF THE CLIMATE/STRE DESCRIPTIONS AND THAT THE LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAN.

DATE THIS 9TH DAY OF SEPTEMBER 1969

