Draft
9/16/14
SECOND RESTATED
PROTECTIVE COVENANTS FOR
LAKE PARK VILLAS -

IN RE:

Lots 18-32, ~~35-54~~, 35-43, 45-47, 53, 54, 62-64, 70-72, 74, 77, 81-85, 88-93, 95-97, 101-108, 110-118 and 121-132 of LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.

Lots ~~1-22~~ 2-14, 16-22 of REPLAT OF LOTS 1, 2, 55-61, 65-69, 73, 75, 76, 78-80, 119, 120, OUTLOTS 4-5, OUTLOTS 8-9 AND OUTLOT 24 OF LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.

Lot One (1) of Certified Survey Map No. 2768, City of Menasha, Calumet County, Wisconsin.

Lots One (1) and Two (2) of Certified Survey Map No. 2771, City of Menasha, Calumet County, Wisconsin.

Lots One (1), Two (2) and Three (3) of Certified Survey Map No. 2735, City of Menasha, Calumet County, Wisconsin.

Lot One Hundred and Nine (109) of Certified Survey Map No. 2820, City of Menasha, Calumet County, Wisconsin.

Lot Ninety-four (94) of Certified Survey Map No. 2821, City of Menasha, Calumet County, Wisconsin.

Lot One (1) of CSM 2922, City of Menasha, Calumet County, Wisconsin.
~~Outlot Two (2) of CSM 3277, City of Menasha, Calumet County, Wisconsin.~~
Lots One(1), Two(2), Three (3) and Four (4) of Certified Survey Map No. 2953, City of Menasha, Calumet County, Wisconsin.

(The above property was formerly known and described as:

> Lots One (1), Two (2), and Eighteen (18) through One Hundred Thirty-two (132), inclusive, Lake Park Villas, City of Menasha, Calumet County, Wisconsin.)

AND ALSO:

Outlots 1-3, 6, 7, ~~10-17~~, 12-17Outlot 18 less Certified Survey Map No. 2821, Outlot 19 less Certified Survey Map No. 2735, Outlot 20 less Certified Survey Map No. 2771, Outlot 21 less Certified Survey Map No. 2820, Outlots 1-3 of CSM 3277, City of Menasha, Calumet County, Wisconsin.

Outlots 22, 23 and 25-27 of LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.

Outlots 1 -7 of REPLAT OF LOTS 1, 2, 55-61, 65-69, 73, 75, 76, 78-80, 119, 120, OUTLOTS 4-5, OUTLOTS 8-9 AND OUTLOT 24 OF LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.

These Second Restated Protective Covenants for Lake Park Villas are entered into, by and among, all of the undersigned parties who are current owners of certain of the above referenced lots in Lake Park Villas, a subdivision located in the City of Menasha, Calumet County, Wisconsin, and all of whom are hereinafter collectively referred to as the "Owners".

RECITALS

A. ~~Wisco Enterprises LLP executed a~~ A document entitled "Protective Covenants for Lake Park Villas Homeowners" on June 5, 2003, ~~which document~~ was recorded with the Calumet County Register of Deeds on June 16, 2003, as Document No. 358573. This document was superseded and replaced by the "Restated Protective Covenants for Lake Park Villas", recorded with the Calumet County Register of Deeds on June 1, 2006 as Document No. 405538, and as amended by "Amendment No. 1 to Restated Protective Covenants for Lake Park Villas", recorded with the Calumet County Register of Deeds on April 21, 2008 as Document No. 428533.

B. Paragraph 17 of such recorded Restated Protective Covenants for Lake Park Villas Homeowners provides that they "may be amended, modified, supplemented, or fully or partially terminated ~~only upon a 75% vote of all votes entitled to be cast on behalf of the Association,~~ only upon an affirmative vote of two-thirds (2/3) of all votes entitled to be cast on behalf of the Association which votes shall be cast in writing, and following which these Restated Covenants shall be modified by a recordable instrument signed by the president and secretary of the Association". The "Association" is defined in such document as being the Lake Park Villas Homeowners' Association, Inc. The Owners are collectively the holders of votes in the Association in excess of the ~~seventy-five percent (75%)~~ two-thirds (2/3) vote required by such paragraph 17.

C. The Owners, who are also members of the Lake Park Villas Homeowners' Association, Inc., desire in this document to fully restate, in their entirety, the certain limitations, restrictions and other covenants to which the above described lots and outlots within Lake Park Villas are subjected. Furthermore, the Owners intend that these Restated Protective Covenants for Lake Park Villas (hereinafter the "Restated Covenants") fully supersede and replace those prior Restated Protective Covenants for Lake Park Villas Homeowners recorded as Document No. ~~358573.~~ 405538 and Amendment No. 1 thereto recorded as Document No. 428533.

~~RESTATED STATEMENT OF INTENT~~

~~The City of Menasha, a municipal corporation, duly established and existing under and by virtue of the laws of the State of Wisconsin (the "City"), as the owner of certain real property~~

caused such land to be surveyed, divided, mapped and dedicated all as shown and represented on the recorded Plat of Lake Park Villas. The City had previously retained Wisco Enterprises LLP ("Wisco") (as assignee of Johnson Properties Ltd.) to perform certain real estate development services with respect to Lake Park Villas and other lands which the City owned immediately adjacent to Lake Park Villas. (For purposes of these Restated Covenants, the term "Wisco" shall also be interpreted to mean any other developer entities with which the City may subsequently contract to perform real estate development services with respect to Lake Park Villas and other lands which the City owns immediately adjacent to Lake Park Villas.) The status of the development of Lake Park Villas and immediately adjacent City-owned real property can be summarized as follows:

Phase 1. Phase 1 consists of Lots 3-17 of Lake Park Villas. Such Lots were not affected by the previously recorded Protective Covenants for Lake Park Villas Homeowners and they are not affected by these Restated Covenants. Phase 1 was established for commercial development, and as such, the applicable lots have a C-1 zoning classification. Phase 1 includes certain currently existing amenities hereinafter referred to in the Restated Covenants as the "Fitness Center" and the "Clubhouse".

Phase 2. Phase 2 Lake Park Villas consists of what was formerly known and described as Lots 18-132 of Lake Park Villas and what is now described as follows:

Lots 18-32, 35-54, 62-64, 70-72, 74, 77, 81-85, 88-93, 95-97, 101-108, 110-118 and 121-132 of LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.

Lots 2-14 and 16-22 of REPLAT OF LOTS 1, 2, 55-61, 65-69, 73, 75, 76, 78-80, 119, 120, OUTLOTS 4-5, OUTLOTS 8-9 AND OUTLOT 24 OF LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.

Lot One (1) of Certified Survey Map No. 2768, City of Menasha, Calumet County, Wisconsin.

Lots One (1) and Two (2) of Certified Survey Map No. 2771, City of Menasha, Calumet County, Wisconsin.

Lots One (1), Two (2) and Three (3) of Certified Survey Map No. 2735, City of Menasha, Calumet County, Wisconsin.

Lot One Hundred and Nine (109) of Certified Survey Map No. 2820, City of Menasha, Calumet County, Wisconsin.

Lot Ninety-four (94) of Certified Survey Map No. 2821, City of Menasha, Calumet County, Wisconsin.

Such Lots have been developed, and will continue to be developed, for residential purposes. The development of such Lots has been done under a PUD – Planned Unit Development – zoning classification.

~~Phase 3. Phase 3 consists of what was formerly known and described as Lots 1 and 2 of Lake Park Villas and what is now described as follows:~~

~~Lots 1 and 15 of REPLAT OF LOTS 1, 2, 55-61, 65-69, 73, 75, 76, 78-80, 119, 120, OUTLOTS 4-5, OUTLOTS 8-9 AND OUTLOT 24 OF LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.~~

~~It is contemplated by the City and Wisco that such Lots will be further subdivided in the future for residential development.~~

~~Phase 4. Phase 4 consists of the remainder of City-owned real property adjacent to Lake Park Villas on the north and west and which property is currently unplatted. It is contemplated by the City and Wisco that such Property will be subdivided in the future for residential development.~~

~~References will be hereinafter made to these various "Phases" of the development of Lake Park Villas and adjacent City-owned unplatted land. Such references to a particular "Phase" shall be interpreted and have the meaning as provided in the four preceding paragraphs.~~

RESTATED PROTECTIVE COVENANTS

The following Restated Protective Covenants are hereby imposed:

~~1.~~ ~~Applicability of Restated Covenants. These Restated Covenants shall apply and be effective as to those lots within Phase 2 only as previously described above and such lots being collectively hereinafter referred to as "Phase 2." Furthermore, these Restated Covenants shall also apply and be effective as to those Outlots described in the "IN RE" portion of these Restated Covenants. Specifically excluded from the applicability and effect of these Restated Covenants are those lots in Phase 3 – namely, Lots 1 and 15 of the Replat of Lake Park Villas. However, it is the intent of the City and Wisco that the future development of Phase 3 shall be harmonious with Phase 2 and that the real property within Phase 3 shall be subjected to Protective Covenants not inconsistent with the intent and reasoning contained in these Restated Covenants.~~

~~2~~1. Residential Purposes Only. With the exceptions of Lots 39-54 of Lake Park Villas, all lots ~~in Phase 2~~ shall be used only for what is commonly known as single family residential purposes. Lots 39-54 may be used for so-called "townhouse" residential construction consisting of multi-unit family residences straddling the lot lines of two or more lots with such effected lots being subject to a separate Zero-Lot-Line Property Owners' Agreement and Restrictive Covenants document. However, ~~the City~~ The Redevelopment Authority of the City of Menasha (RDA) ~~and Wisco~~ reserves the right to "combine" certain of Lots 39-54 by and through a certified survey map process to create lots of a size that could accommodate a single free-standing residence on each newly-configured lot in a manner consistent with the development of the rest of ~~Phase 2.~~ Lake Park Villas.

~~3~~2. Lot Ownership and Lot-Related Expenses.

A. Definition of "Lot". For purposes of these Restated Covenants, the term "lot" shall mean the following:

(1) A single parcel of property to which a specific number is allocated and as shown on the recorded Plat or Replat of Lake Park Villas (sometimes hereinafter referred to as a "Platted Lot"); and

(2) A single parcel of property designated by the word "Lot" followed by a specific number associated with such lot and as shown on a recorded Certified Survey Map (sometimes hereinafter referred to as a "Certified Survey Map Lot").

Further attributes of a lot shall include the assignment by the City of Menasha (City) of a single tax parcel identification number to such lot and that construction thereon is limited to a single dwelling.

It is acknowledged that several Certified Survey Maps have been created, approved, and recorded whereby Platted Lots have been "reconfigured". Such reconfiguration has included the establishment of new lot lines for a single Platted Lot by "attaching" thereto a portion of an immediately adjacent Outlot. Such reconfiguration has included the establishment of new lot lines for a single Platted Lot by "detaching" therefrom a portion of such lot and "attaching" thereto a portion of an immediately adjacent Outlot. Finally, such reconfiguration has included the combination of ~~two (2)~~ multiple Platted Lots ~~(Lots 33 and 34 of Lake Park Villas~~) into a new single Certified Survey Map Lot or Lots.

B. Lot Ownership and Lot-Related Expenses. Each owner of a lot ~~in Phase 2 Lake Park Villas~~ is the sole and exclusive owner of that entire lot. All buildings and other improvements to a lot (other than public utilities thereon) such as homes, patios, decks and driveways, are privately and exclusively owned by each respective lot owner. No portion of any lot is commonly owned with any other lot owner or the "Association" (as hereinafter defined). Except for what hereinafter may be defined to be an obligation of the Association, each owner of a lot upon which a home exists shall be solely responsible for all costs of maintenance, repairs and replacements pertaining to all building and improvements located on such lot. Such individual lot owner shall, for example, be responsible for painting, repairing, replacing and decorating the interior and exterior of their respective home, and for maintenance and repair of decks, patios, walkways, stoops, and driveways. The architectural integrity of each home shall be maintained with the same quality, color, design and architectural harmony of its original construction in the event repairs or replacements are made. Except for what hereinafter may be defined to be an obligation of the Association, until the commencement of construction on a lot, such lot owner shall bear sole responsibility for any necessary or required maintenance/upkeep of the lot relative to the periodic cutting of brush, weeds or long grass and the disposal of any trash or waste therefrom. Each lot owner shall also be solely responsible for all real estate taxes, special assessments for public improvements, insurance, and other costs and expenses related exclusively to such lot. However, nothing in this paragraph shall prohibit the Association from assuming the obligation for

certain repair and maintenance responsibilities as expressly set forth in these Restated Covenants, or in the Bylaws, or in the Rules and Regulations adopted by the Association .

~~4~~3. Lake Park Villas – Phase 2 – Property Owners' Association, Inc. The existing Wisconsin nonstock, nonprofit corporation, Lake Park Villas – Phase 2 -Homeowners' Association, Inc., shall amend its Articles of Incorporation to provide that its name be changed to Lake Park Villas ~~– Phase 2 –~~ Property Owners' Association, Inc. (hereinafter referred to as the "Association"). The Owners (fee simple ownership as distinguished from a mortgage holder or security holder) of all ~~Phase 2~~ lots (as distinguished from and not including the outlots) shall automatically be members of the Association. The Association shall have only one class of members. The purposes of the Association shall include, but not be limited to, the following:

a. To provide any necessary or required maintenance/upkeep of an unimproved lot such as the periodic cutting of brush, weeds, or long grass and the disposal of any trash or waste therefrom and to provide ongoing landscape care, lawn cutting, and lawn care services to an improved lot and to provide snow removal from walkways and driveways of an improved lot;

b. To own, maintain, improve, police, preserve, and protect for the use of its members various Outlots in Lake Park Villas as hereinafter described in paragraph ~~7~~ 6;

c. To aid and cooperate with the members of the Association in the enforcement of the provisions of these Second Restated Covenants as well as provisions contained in the Association's Bylaws and the Rules and Regulations promulgated under such Bylaws.

d. To arrange social and recreational functions for its members.

e. To monitor actions by other organizations, and City, county, state and federal governments as those actions may affect the quality of ~~Phase 2 of~~ Lake Park Villas (including those actions which are outside the boundaries of ~~Phase 2~~ of Lake Park Villas);

f. To promote actions by City, county, state and federal governments as those actions would enhance the quality ~~of Phase 2~~ of Lake Park Villas (including those actions which are outside the boundaries of ~~Phase 2~~ of Lake Park Villas); and

g. To join with other property owners' associations adjacent to ~~of other Phases in~~ Lake Park Villas or with other owners of lots adjacent to ~~within the other Phases of~~ Lake Park Villas, as necessary, to promote or coordinate the previously described purposes.

~~5~~4. Association Voting Rights. Each member in good standing (as determined by Association Bylaws or the Rules and Regulations promulgated thereunder) shall be entitled to vote on each matter submitted for a vote to the members. A member shall have one vote for each lot owned. Where two or more persons own a lot, only one vote for such lot shall be allowed and

the joint owners shall designate and register with the Secretary of the Association the name of the owner entitled to cast such single vote.

~~6~~5. Association Fees and Assessments.

A. Determination of Annual and Special Assessments.

(1) The Association shall establish an annual budget in advance for each calendar year of all Association expenses for such year which may be required for the proper operation and management of the Association and for the ownership, maintenance, improvement, policing, preservation and/or protection of the Lake Park Villas Outlots owned by the Association. Review and discussion and approval of such annual budget shall be an agenda item at each annual members' meeting of the Association. Copies of such budget shall be delivered to each member along with the notice of annual meeting, if not before.

(2) Special assessments, other than those described in subparagraph (1) above, may be made by the Association pursuant to section 779.70, Wis. Stats.

B. Allocation of Assessments. Unless otherwise provided under section 779.70, Wis. Stats., and specifically excepting ~~City~~ RDA-owned lots which are provided for in paragraph G hereafter, all assessments levied shall be equal in amount against each lot. Assessments shall be due and payable at any time after thirty (30) days from the date of the levy as determined by the board of directors.

C. Collection of and Interest Upon Unpaid Assessment. Any assessment, or installment thereof, not paid when due shall bear interest, at the rate of eighteen percent (18%) per annum from the date when due until paid. Each lot owner shall be personally liable to pay any assessment including interest thereon and costs of collection which shall include reasonable attorneys' fees. The Association may bring an action against the lot owner for the collection of any unpaid assessment.

D. Assessments Constitute Liens. All assessments, until paid, together with interest thereon and actual costs of collection, constitute a lien on the lots on which they are assessed, if a claim for lien is filed within six (6) months from the ~~the~~ date of the levy in conformity with the provisions of section 779.70, Wis. Stats.

E. Enforcement of Lien. Enforcement of such lien by the corporation shall be in conformity with the provisions of section 779.70, Wis. Stats.

F. Assignment of Fees and Assessments. In the event any member whose fees and assessments are paid in full, shall, during the year in which such fees and assessments are paid, terminate his or her membership by sale of his or her lot, he or she shall be entitled to assign to the buyer the benefit of the paid fees and assessment.

~~G. City Exclusion from Association Fees and Assessments. The City is hereby specifically exempted from the payment of the Association fees and assessments in the same manner as other lot owners as provided for in paragraphs A through F above. However, the City is still responsible for those individual lot-related expenses and obligations set forth in paragraph 3 above, the assessment and payment of which are all as more specifically set forth in the Association Bylaws and the Rules and Regulations promulgated thereunder. Furthermore, as a member of the Association, the City is responsible for its respective pro-rata share (based upon the number of lots which it owns in Phase 2 versus the total number of Phase 2 lots) of maintenance and repair costs of those Outlots owned by the Association and also certain Association administrative costs and expenses, the assessment and payment of which are all as more specifically set forth in the Association Bylaws and the Rules and Regulations promulgated thereunder. Upon the conveyance of a lot by the City to any purchaser, such purchaser shall be obligated to commence the payment of Association fees and assessments upon the first day of the first full month following the closing of the lot conveyance (and such obligation shall not be based upon actual occupancy of a home upon such lot).~~

Note: Section G. was replaced in its entirety with Section G. from Amendment 1 to the restated covenants.

G. ~~City~~ RDA Exclusion from Association Fees and Assessments. The ~~City~~ RDA is hereby specifically exempted from the payment of the Association fees and assessments in the same manner as other lot owners as provided for in paragraphs A through F above. However, the ~~City~~ RDA is still responsible for those individual lot-related expenses and obligations set forth in paragraph 3 above, the assessment and payment of which are all as more specifically set forth in the Association Bylaws and the Rules and Regulations promulgated thereunder. Furthermore, as a member of the Association, the ~~City~~ RDA is responsible for its respective pro-rata share (based upon the number of lots which it owns in ~~Phase 2~~ Lake Park Villas versus the total number of ~~Phase 2~~ lots in Lake Park Villas) of maintenance and repair costs of those Outlots owned by the Association and also certain Association administrative costs and expenses, the assessment and payment of which are all as more specifically set forth in the Association Bylaws and the Rules and Regulations promulgated thereunder. Upon the conveyance of a lot by the ~~City~~ RDA to any purchaser, the obligation to pay Association fees and assessments shall commence upon the first day of the first full month following the earliest of either (a) the commencement of occupancy within a completed dwelling upon such lot (b) the completion of the installation of the driveway/sidewalk or landscaping upon such lot or (c) twelve (12) months following the closing date of the conveyance of such lot by the ~~City~~ RDA to such purchaser. Under such circumstances and until the commencement of the payment of Association fees and assessments, the ~~City~~ RDA shall remain responsible for those individual lot-related expenses and obligations set forth in paragraph 3 above, the assessment and payment of which are all as more specifically set forth in the Association Bylaws and the Rules and Regulations promulgated thereunder.

~~7~~6. Outlot Status. Following is a listing of certain Lake Park Villas Outlots. The Outlots are vacant parcels of property containing roadway-type improvements, ponds, landscaping, or other aesthetic features. Outlots have no voting rights for Association purposes.

The ownership of the following Lake Park Villas Outlots (which have not been effected by any Certified Survey Maps nor the Replat) ~~shall either be dedicated to the public or their ownership shall be retained~~ is in the name of the City:

Outlots 1, 3, 6, ~~10, 11,~~ 14, 15, 16, 22, and 26 of LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.

The ownership of the following Lake Park Villas Outlots (formerly known and described as Outlots 2, 4, 5, 7, 8, 9, 12, 13, 17, 18, 19, 20, 21, 23, 24, 25, and 27 of LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin and which have been effected by various Certified Survey Maps and the Replat) ~~shall be~~ have been transferred to the Association and the Association shall maintain them for the common use, benefit and enjoyment of all members of the Association and their guests for private park, aesthetic and/or recreational purposes:

Outlots 2, 7, 12-13, 17, Outlot 18 less Certified Survey Map No. 2821, Outlot 19 less Certified Survey Map No. 2735, Outlot 20 less Certified Survey Map No. 2771, Outlot 21 less Certified Survey Map No. 2820, Outlots 23, 25 and 27 of LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.

Outlots 1 -7 of REPLAT OF LOTS 1, 2, 55-61, 65-69, 73, 75, 76, 78-80, 119, 120, OUTLOTS 4-5, OUTLOTS 8-9 AND OUTLOT 24 OF LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.

Outlots 10 and 11 of Lake Park Villas, and Outlots 14, 15, and 16 of Lake Park Villas contain ponds and spillways which are part of a regional water drainage and storm water detention/retention system servicing not only Lake Park Villas but also other lands in the City of Menasha and the Town of Harrison. The maintenance of the ponds and all pond-related features relating to basic water drainage, and storm water detention/retention (including silt removal, as necessary) shall be the sole responsibility of the City. However, these particular Outlots also contain and include certain so-called "water amenities" (such as, but not limited to, wells and pumps to maintain the water level of the ponds for aesthetic purposes, lighting, fountains, aeration and algae treatment), the repair and maintenance of which shall be the Association's responsibility. ~~(along with a property owners' association for Phase 3, or alternatively, the individual lot owners within the Phase 3 development~~). The Association's responsibility to repair and maintain the water amenities shall continue until such time as the ~~City~~ ~~RDA~~ City has recovered its costs of land purchase and infrastructure installation for Lake Park Villas ~~Phase 1, Phase 2, and Phase 3 developments~~. Thereafter, the extent to which the water amenities are maintained shall be an Association decision. ~~(along with the decision of a property owners' association for Phase 3, or alternatively, the individual lot owners within the Phase 3 development). Such Outlots also contain certain bridges and trails, the repair and maintenance of which (but not snow and ice removal therefrom) shall be the sole responsibility of the City~~.

Note: Outlots 14, 15 and 16 are the three large ponds to the east, and Outlots 10 and 11 are the two large ponds to the south.

87. Association Bylaws, Rules and Regulations. The Association shall adopt, and may subsequently amend, Bylaws and Rules and Regulations promulgated under such Bylaws, which will apply to all members of the Association. These Bylaws and Rules and Regulations shall be maintained by the Association and copies thereof shall be distributed to members and prospective purchasers of lots upon request.

~~9. Fitness Center Membership. A fitness center facility, currently known as "Athletica Fitness", is located on Lot 6 of Lake Park Villas (the "Fitness Center"). Each owner of a lot in Phase 2 (other than the City) shall automatically become a member of the Fitness Center and such membership continuation shall be mandatory through December 31, 2013. Memberships in the Fitness Center shall be classified as follows:~~

~~A. Ownership of a Lot Prior to April 1, 2006. Ownership of a lot prior to April 1, 2006, shall entitle the owner(s) to a monthly membership fee of Twenty Dollars ($20.00) fixed at such amount through December 31, 2013. Such membership shall authorize the utilization of the Fitness Center by up to two (2) adults residing in the home on such lot (or in the case of an unimproved lot, up to two (2) adults who intend to reside in a home to be constructed on such lot). The fixed membership fee of Twenty Dollars ($20.00) per month through December 31, 2013, shall be "transferable" to any subsequent transferees of these lots.~~

~~B. Ownership of a Lot After March 31, 2006. Any new lot owner (those persons becoming an owner of a lot through a transfer from the City after March 31, 2006) shall be entitled to a reduced membership fee ("reduced" from that membership fee otherwise charged the general public by the Fitness Center) as established, from time to time, by the Fitness Center. Such membership shall authorize utilization of the Fitness Center by up to two (2) adults residing in the home on such lot (or in the case of an unimproved lot, up to two (2) adults who intend to reside in a home to be constructed on such lot). Such reduced membership fee is not fixed through December 31, 2013.~~

~~Wisco, as the owner of the property upon which the Fitness Center is located, represents and warrants that the rates set forth in paragraphs A and B above shall be assumed and honored by any successors or assigns of Athletica Fitness. Any and all Fitness Center charges or monthly fees shall be separately invoiced by the Fitness Center to the individual lot owners. Such fees shall not be collected by or through the Association. After December 31, 2013, there will not be mandatory membership in the Fitness Center and the rates for continued membership shall be as established, from time to time thereafter, by the Fitness Center.~~

~~10. Clubhouse. Wisco has constructed a "Clubhouse" on Lot 5 of Lake Park Villas. The Association itself and any lot owner may "rent" the Clubhouse facilities at rates which Wisco will, from time to time, establish and make known to the Association and all of its members. There will be no Association budgetary category or allocation toward so-called "Clubhouse rent". The Association and its members will simply "pay as they go" in the same manner as any other "renters" of the Clubhouse facilities. Nothing herein shall obligate Wisco to continue to use the Clubhouse for "rental" purposes to the Association, its members, and to~~

~~other persons. Furthermore, nothing herein shall prevent Wisco from converting the use of the Clubhouse to a different commercial venture at any time in the future.~~

~~11. Option to Purchase Clubhouse. Wisco shall grant to the Association an option to purchase the Clubhouse property (Lot 5 of Lake Park Villas) at a price to be determined and upon terms which shall be set forth in a separate document by Wisco and the Association. Such document shall also grant the Association a first refusal option to purchase the Clubhouse property prior to its conveyance by Wisco to any bona fide third-party purchaser. Such document shall be executed by both Wisco and the Association and recorded with the Calumet County Register of Deeds.~~

~~12~~8. Reporting Transfers of Ownership. Each owner of a lot shall promptly report to the Association the name and address of the new owner of such lot and the date of the closing of such sale. This reporting requirement is being made to facilitate maintenance of membership records for the Association. All Association dues and assessments relating to an individual lot shall be paid in full on or prior to the closing of the sale or transfer of such lot. ~~Prior to December 31, 2013, any outstanding Fitness Center membership fees due shall be paid in full on or prior to the closing of the sale or transfer of such lot.~~

~~13~~9. Enforcement. These Restated Covenants shall run with the land and be binding upon all owners and their respective heirs, legal representative, successors and assigns. All future transfers of any lots shall be made subject to the restrictions, obligations and conditions set forth in these Restated Covenants. It is understood that the acceptance of a deed for any lot by any purchaser is to be considered as an agreement to abide by the restrictions, obligations and conditions in these Restated Covenants. The Association or any lot owner may enforce the provisions of these Restated Covenants by proceedings in law or equity against any person violating or attempting to violate the provisions of these Restated Covenants, either to restrain violation or to recover damages, or both.

~~14~~10. Construction Requirements. All homes constructed upon a lot in ~~Phase 2~~ Lake Park Villas are subject to the "Lake Park Villas Home and Landscaping Standards" as adopted and approved by the Lake Park Villas Homeowners Association, Inc. Board of Directors. ~~requirement that such homes and any improvements related thereto shall be constructed or installed under a general contract with Wisco. Wisco shall be the sole and exclusive general contractor for the construction of all homes and related improvements (other than public utilities) on each lot in Lake Park Villas – Phase 2. The exclusive rights granted to Wisco in the preceding two (2) sentences shall only continue so long as the City and Wisco retain their contractual relationship as to the development of Phase 2. However, it is contemplated that similar exclusive rights may be granted by the City to a developer or developers who may succeed Wisco in a contractual relationship as to the development of Phase 2~~. Construction shall commence on any vacant lot within one (1) year of purchase of such lot. Construction of the home and all related improvements shall be completed within one (1) year of the commencement of construction.

~~15~~11. Architectural Control Committee. An Architectural Control Committee may be established by the Association. All home construction and landscaping plans or any proposed

changes to the exteriors of homes, driveways, decks, patios, walks, lawns and landscaping must be submitted to the Association Board of Directors or, if so established, to its ~~for approval by the Association or the~~ Architectural Control Committee for approval prior to commencement of work. Any unique landscaping features approved by the Board of Directors or its Architectural Control Committee which may involve extraordinary maintenance expense may be subjected to separate maintenance contracts with individual members and the Association to avoid the necessity of the Association bearing maintenance costs for such extraordinary expense. Accordingly, such landscaping changes shall be approved both by the Architectural Control Committee ~~or~~ and the ~~Association~~ Board of Directors in writing. All approval hereunder will be granted or denied within thirty (30) days or less from the date of submission of written requests by a member for such work.

~~16. Effect of Phase 3 Development~~

~~A. The development of Phase 3 of Lake Park Villas would likely result in a separate property owners' association if such development is in a manner substantially similar to the Phase 2 development. If and when the Phase 3 property owners' association would be established, Lots 39 – 54 of Phase 2 would be "detached" from the Lake Park Villas – Phase 2 – Property Owners' Association, Inc., and "added" to the Phase 3 property owners' association.~~

~~B. If Phase 3 would be developed in a manner typical to a "traditional" single family residential development, Lots 39 - 54 within Phase 2 would remain in Lake Park Villas – Phase 2 – Property Owners' Association, Inc.~~

~~C. If Phase 3 is developed substantially similar to Phase 2, and Lots 39 – 54 are detached from Lake Park Villas – Phase 2 – Property Owners' Association, Inc., then Outlots 12 and 13 of Lake Park Villas shall be transferred to the Phase 3 property owners' association and the ponds located on Outlots 12 and 13 of Lake Park Villas would become the repair and maintenance responsibilities of such Phase 3 property owners' association.~~

~~17~~12. Amendments. These Restated Covenants may be amended, modified, supplemented, or fully or partially terminated only upon an affirmative vote of two-thirds (2/3) of all votes entitled to be cast on behalf of the Association, which votes shall be cast in writing, and following which these Restated Covenants shall be modified by a recordable instrument signed by the president and secretary of the Association.

IN WITNESS WHEREOF, the undersigned Owners have executed these Restated Protective Covenants for Lake Park Villas as of the day and year set forth opposite their respective names.

THE REDEVELOPMENT AUTHORITY OF THE CITY OF MENASHA

By:_____ Date_____

~~Joseph F. Laux~~, ~~Mayor~~ ~~Kim~~ Philip K. Vanderhyden, RDA Chairman

Attest: _____ Date_____

Deborah A. Galeazzi, City Clerk

~~WISCO ENTERPRISES, LLP~~
~~BY: JOHNSON PROPERTIES, LTD., General Partner~~
~~(Lots 37, 46, 127 and 128)~~

~~By:_____ Date_____~~

~~Kim M. Johnson, President~~

~~BY: LARSU, INC., General Partner~~

~~By:_____ Date_____~~

~~Thomas J. Amack, President~~

_____ Date_____

Mark E. Blemberg Lot 27

_____ Date_____

Julie A. Blemberg Lot 27

KOEHNE TRUST DATED JUNE 28, 2007
(Lot 28)

By:_____ Date_____

James A. Koehne, Trustee ~~Lot 28~~

By:_____ Date_____

Dorene M. Koehne, Trustee~~Lot 28~~

~~_____ Date_____~~

~~Allan J. Williamson Lot 29~~

MARVE A. WILLIAMSON TRUSTED DATED FEBRUARY 6, 2008
(Lot 29)

By:_____ Date_____
Marvel A. Williamson, Trustee ~~Lot 29~~

_____ Date_____
Sandeep K. Rao Lot 30

_____ Date_____
Ramegowda Venkatesh Madhusudhan
Lot 31

_____ Date_____
~~Dennis J. Nelson~~ Jay R. Fulkerson Lot 32

_____ Date_____
~~Nancy M. Nelson~~ Janet K. Fulkerson Lot 32

_____ Date_____
Joseph C. Wells
Lot 1 of CSM 2768, being all of Lots 33 and 34

_____ Date_____
Ruby A. Wells
Lot 1 of CSM 2768, being all of Lots 33 and 34

_____ Date_____
~~Tom J.~~ Richard E. Amack Lot 35

_____ ~~Date~~_____
~~Lorena H. Amack Lot 35~~

_____ Date_____
Raymon E. Darling Lot 36

_____ Date_____
Connie S. Darling Lot 36

_____ Date_____
Gary L. Conger Lot 37

_____ Date_____
Ellyn L. Conger Lot 37

_____ Date_____
Carolyn A. Smith Lot 38

_____ Date_____
Anna Rochon
Lot 1 of CSM 2922, being All of Lot 44 and Part of Lot 43

_____ Date_____
Lynne M. Giguere Lot 46

_____ Date_____
Thomas S. DeLeeuw Lot 47

JOHN F. AND PATRICIA J. MYERS JOINT REVOCABLE LIVING TRUST
(Lot 14 of Replat; being Part of Lots 57, 1 and 2)

By:_____ Date_____
John F. Myers, Trustee

By: _____ Date_____
Patricia J. Myers, Trustee

_____ Date_____
Mona S. Boulos
Lot 13 of Replat; Part of Lots 58, 57, and 1

_____ Date_____
Gary Bath
Lot 12 of Replat; Part of Lot 59 and 1

_____ Date_____
Barbara Bath

Lot 12 of Replat; Part of Lot 59 and 1

_____ Date _____
Thomas C. Maxymek Lot 60

_____ Date _____
Dorothy E. Maxymek Lot 60

DONALD A. AND KAREN J. MAYER REVOCABLE TRUST DATED NOVEMBER 20, 2001
(Lot 63)

By:_____ Date_____
Donald A. Mayer, Trustee

By: _____ Date_____
Karen J. Mayer, Trustee

_____ Date_____
Dianne P. Pacolt
Lot 9 of Replat; being all of Lot 65 & Part of Lot 1

_____ Date_____
~~Debra A. VanStraten~~ Johnette K. Gunderson Lot 77

LUENEBURG REVOCABLE TRUST DATED JUNE 8, 2004
(Lot 4 of Replat; being all of Lot 78 & Part of Lot 1)

By:_____ Date_____
James A. Lueneburg, Trustee

By:_____ Date_____
Linda J. Lueneburg, Trustee

PEDER H. CULVER REVOCABLE TRUST DATED 12/10/02

(Lot 83)

By:_____ Date_____
Peder H. Culver, Trustee

_____ Date_____
Bernard L. Sandlin Lot 84

_____ Date_____
Patricia L. Sandlin Lot 84

_____ Date_____
Gail L. Duehring-Popp Lot 85

_____ Date_____
Philip L. Grishaber
Lot 1 of CSM 2771, being all of Lot 86 and Part of Outlot 20

_____ Date_____
Linda K. Grishaber
Lot 1 of CSM 2771, being all of Lot 86 and Part of Outlot 20

_____ Date_____
Stephen C. Golden, Jr.
Lot 2 of CSM 2771, being all of Lot 87 and Part of Outlot 20

_____ Date_____
Debra M. Golden
Lot 2 of CSM 2771, being all of Lot 87 and Part of Outlot 20

_____ Date_____
~~Charlene G. Brunner~~ Federal Home Loan Mortgage Corporation Lot 92

_____ Date_____
~~Ronald L. Harms~~ Bruce G. Miller Lot 96

_____ Date_____

~~Barbara E. Harms~~Gail V. Miller Lot 96

_____ Date_____

Rosemary Klauber Lot 97

_____ Date_____

~~John C. Zore~~Philip Moore

Lot 1 of CSM 2735, being Lot 98 and Part of Outlot 19

_____ Date_____

~~Geraldina Zore~~Candace Moore

Lot 1 of CSM 2735, being Lot 98 and Part of Outlot 19

_____ Date_____

Kurt E. Duppler

Lot 1 of CSM 2735, being Lot 100 and Part of Outlot 19

WAITROVICH TRUST DATED AUGUST 18, 2003
(Lot 101)

By:_____ Date_____

Lawrence W. Waitrovich, Trustee

By:_____ Date_____

Carol L. Waitrovich, Trustee

_____ Date_____

Charles M. Petinga Lot 102

_____ Date_____

Velna M. Petinga Lot 102

DAVID N. WEILAND REVOCABLE TRUST DATED JULY 13, 1993
(Lot 103)

By:_____ Date_____
David N. Weiland, Trustee

_____ Date_____
Edward Kassel Lot 104

_____ Date_____
Laura Yahr-Kassel Lot 104

~~FRANK J. NAUSCHULTZ AND ARLYNN J. NAUSCHULTZ~~
~~JOINT REVOCABLE TRUST DATED JUNE 17, 2004~~
~~(Lot 105)~~

~~By:~~_____ Date_____
Fred Deboer Lot 105

~~By:~~_____ Date_____
Nancy J. Deboer Lot 105

_____ Date_____
Deborah J. Olander Lot 106

_____ Date_____
Francis S. Ebben Lot 113

_____ Date_____
JoAnn T. Ebben Lot 113

_____ Date_____
Ronald F. Duuck Lot 114

_____ Date_____
Sharon L. Duuck Lot 114

_____ Date_____
~~Kim L. Feil~~ John E. Manki Lot 115

_____ Date_____
Mary C. Manki Lot 115

_____ Date_____
Peter J. Rottier Lot 116

_____ Date_____
Diane M. Rottier Lot 116

_____ Date_____
Griffith H. Howell Lot 117

_____ Date_____
Lois A. Howell Lot 117

_____ Date_____
Stanley C. Martenson
Lot 18 of Replat; being all of Lot 119 and Part of Lot 1

_____ Date_____
Patricia M. Martenson
Lot 18 of Replat; being all of Lot 119 and Part of Lot 1

_____ Date_____
~~Kim M. Johnson~~Fox Communities Credit Union
Lot 129~~; and~~
~~Lots 13 and 14 of Replat; being all of Lots 58 and 59 & Part of Lots 1 and 2~~

_____ Date_____
Edward Doe Lot 127

_____ Date_____
Ronald Parker Lot 128

_____ Date_____

Ronald O. Klapper Lot 132

_____ Date_____
Marlene H. Klapper Lot 132

WAVERLY SANITARY DISTRICT
(Part of Lot 15 of Replat; being Part of Lot 2)

By:_____ Date _____

Attest:_____ Date_____

~~_____ Date_____~~
~~Gary F. Bath~~
~~Lot 12 of Replat, being Lot 57 and Part of Lots 1 and 2~~

~~_____ Date_____~~
~~Barbara A. Bath~~
~~Lot 12 of Replat, being Lot 57 and Part of Lots 1 and 2~~

AUTHENTICATION

Note: Listing of Signatures will be included here upon execution

Signatures of ~~Joseph F. Laux, Deborah A. Galeazzi, Kim M. Johnson, Thomas J. Amack, Mark E. Blemberg, Julie A. Blemberg, James A. Koehne, Dorene M. Koehne, Allan J. Williamson, Marvel A. Williamson, Sandeep K. Rao, Ramegowda Venkatesh Madhusudhan, Joseph C. Wells, Ruby A. Wells, Tom J. Amack, Lorena H. Amack, Raymon E. Darling, Connie S. Darling, Donald A. Mayer, Karen J. Mayer, Debra A. VanStraten, James A. Lueneburg, Linda J. Lueneburg, Peder H. Culver, Bernard L. Sandlin, Patricia L. Sandlin, Gail L. Duehring-Popp, Philip L. Grishaber, Linda K. Grishaber, Stephen C. Golden, Jr., Debra M. Golden, Ronald L. Harms, Barbara E. Harms, Rosemary Klauber, John C. Zore, Geraldina Zore, Charles M. Petinga, Velna M. Petinga, Edward Kassel, Laura Yahr Kassel, Frank J. Nauschultz, Deborah J. Olander, Francis S. Ebben, JoAnn T. Ebben, Ronald F. Duuck, Sharon L. Duuck, Peter J. Rottier, Diane M. Rottier, Griffith H. Howell, Lois A. Howell, Stanley C. Martenson, Patricia M. Martenson, Kim M. Johnson, Ronald O. Klapper, Marlene H. Klapper, Laurie J. Fulcer, Catherine M. Girdley, Gary F. Bath, and Barbara A. Bath~~ authenticated this ~~28th~~ _____ day of ~~April~~_____, 200~~6~~12.

Exhibit A: Property Map
Lake Park Villas - Phase 2 - Property Owners' Association, Inc.

Legend

Parcels within Lake Park Villas Property Owners' Association, Inc.

CSM Certified Survey Map

O.L. Outlot

R Replat of Lots 1, 2, 55-61, 65-69, 73, 75, 76, 78-80, 119, 120, Outlots 4-5, Outlots 8-9 and Outlot 24 of Lake Park Villas

*** Street Addresses Denoted in Orange

0 100 200 400
Feet