

DECLARATION OF COVENANTS

FOR

SCHUBERT AND LAKE LARGO ESTATES

AND ALL ADDITIONS TO LAKE LARGO ESTATES

CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

BROWN COUNTY
1990 NOV 26 PM 3:42
CATHY WILLIAMS, CLERK
REGISTER OF DEEDS
45

A: Preamble

Hoida, Inc., a Wisconsin corporation with principal offices at 1545 University Avenue in the City of Green Bay, Brown County, Wisconsin, has plotted and recorded the plat of Schubert and the plat of Lake Largo Estates. The plats were recorded on January 20, 1988 in Volume 18 of Plats, Page 104 as Document No. 1145223 and on April 15, 1990 in Volume 18 of Plats, Page 174 as Document No. 1208977, Brown County Records respectively. The preliminary plat for Lake Largo Estates includes approximately 80 lots.

Lake Largo is a private lake licensed by the State of Wisconsin Department of Natural Resources as a fish hatchery and is surrounded by Schubert, Lake Largo Estates and the proposed additions, and The Villages of Lake Largo, a condominium.

This Declaration is made this 16th day of November, 1990 by Hoida, Inc.; witnesseth:

WHEREAS, Hoida, Inc, a Wisconsin corporation, is the owner of the real estate described in paragraph "B" of this Declaration and desires to subject the real estate described herein to the following covenants which are intended for the benefit of the property and for each owner thereof and each and every parcel thereof in order to protect and preserve the values, amenities and qualities in the subdivision. It is of the essence of the covenants dealing with Lake Largo that it be maintained as practicable to preserve the beneficial presence, use and benefits of Lake Largo for the owners of the subdivisions encompassed hereby and the unit

owners of the Villages of Lake Largo, a condominium. Pollution and/or other damaging effects are deleterious and detrimental to all owners and users of the lake. It is intended that the lake shall be maintained and regulated for the mutual benefit of all owners and authorized users; and,

WHEREAS, Hoida, Inc. intends these covenants to run with the land and apply to and bind its successors in interest and all of the owners of the lots and their successors in interest.

NOW THEREFORE, Hoida, Inc. hereby states and declares that the real estate described in and referred to in paragraph "B" is and shall be held, transferred, sold and conveyed subject to the conditions hereinafter set forth:

R: Area of Application

The covenants set forth herein apply to

1. Schubert according to the recorded Plat thereof in the City of Green Bay, East side of Fox River, Brown County, Wisconsin, and
2. Lake Largo Estates according to the recorded Plat thereof in the City of Green Bay, East side of Fox River, Brown County, Wisconsin and such further additions to the Plat of Lake Largo Estates as may, in the future, be recorded. It is the intent, but not the obligation, of Hoida, Inc. to establish approximately 80 lots in Lake Largo Estates.

ARTICLE I: LOTS

Section 1: Land Use

(a) The use of the lots created in these subdivisions is restricted to the construction of and use as single family residences.

Section 2: Design and Site Committee

(a) The Design and Site Committee shall be known as the DSC.

(b) The committee shall be comprised of four (4) members. The initial committee shall consist of Donald J. Hoida, Donald F. Hoida, James R. Hoida and Joseph A. Hoida.

The party appointing a member to the DSC shall appoint a replacement in the event of the death, resignation or removal of a member.

The Lake Largo Home Owners Association, Inc. shall appoint 1 member to the DSC when the proposed development is 50% completed. At such time as the entire development has been concluded the Association shall take over the responsibilities of the DSC following an assignment of those responsibilities from the then DSC committee to the Association.

(c) The DSC's purpose is to protect and preserve, to the extent possible and practicable, the values, amenities, and qualities in the development.

(d) The approval or disapproval of the DSC as required by these covenants and restrictions shall be in writing. Submissions to the DSC shall be reviewed and acted upon within a reasonable time.

(e) Option to Repurchase Lot. Hoida, Inc., its assigns, heirs or personal representative, reserves and shall have the exclusive option, on thirty (30) days written notice to a Buyer or a Buyer's successor in title, to repurchase any lot in this development for the original purchase price and without interest or any additional expense and free of all encumbrances in the event construction of a single family residence is not commenced within two (2) years of the date of initial purchase from Hoida,

Inc.. Tender of repurchase price shall be made within sixty (60) days of the written notice required herein.

Section 2: Submission of Plans Prior to Commencement of Construction

No construction or excavation shall be commenced; no building shall be erected, placed on any lot or altered until the DSC has received and approved a complete set of final construction plans and specifications including a site plan showing the proposed location, grade and elevations of the structure on the site, and such additional detail as may be requested by the DSC. Approval shall be conditioned upon conformity with these covenants, harmony of external design and color with existing structures and compatibility of the proposed structure's location with respect to topography; finished grade elevation and neighboring structures.

All landscaping, lawn ornaments and outdoor decorations are subject to DSC approval.

Section 3: Type of Buildings, Size and Construction Materials

(a) No exterior storage, temporary building, outbuilding or accessory buildings, other than DSC approved decorative units such as a gazebo, may be placed or constructed on any lot. No existing structure shall be moved onto any lot.

(b) The garage shall be an integral part of the residence. Except as provided in paragraph 3(a), the only structure located on the lot shall be the residential dwelling and attached garage. The attached garage must be sufficient to house a minimum of two (2) automobiles.

(c) Residential dwellings shall have the following minimum square footage of enclosed living floor space:

(1) A single story dwelling; not less than eighteen hundred fifty (1,850) square feet.

(2) A two story dwelling; not less than twenty-five hundred (2,500) square feet.

(3) A raised ranch; not less than eighteen hundred fifty (1,850) square feet on its upper floor.

(4) A split level home; not less than a combined minimum of eighteen hundred fifty (1,850) square feet on the two uppermost levels.

(5) The calculation of living floor space does not include porches, sun decks, basements (including walkouts), attics, attached garages, breezeways, crawl spaces and the like.

(d) The exclusive roofing material of lake frontage or shoreline lots will be split cedar shakes.

(e) Residences will be sided with natural siding materials i.e. wood siding, stone, brick or stucco. Other premium siding materials may be approved by the DSC if it determines the proposed use to be compatible with the development and dictated by the architectural style.

(f) All roofs shall be a 6/12 or greater pitch. Residences, other than shoreline lots, shall use exclusively; premium, dimensional shingles, tile, split cedar shakes or cedar shingles as the roofing material.

Section 4: Placement of Dwelling

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(a) Except for shoreline lots, the placement of the dwelling upon the lot shall be governed by the City of Green Bay ordinances regarding side lot, set back and rear lot and is subject to approval of the DSC.

(b) Shoreline lots shall have a minimum of ten (10) foot setback from the side lot lines.

(c) Because of the varying depths and grade of shoreline lots; elevations, proposed finished grade and placement of the residence relative to the front and rear lot lines on shoreline lots shall be within areas designated by the DSC and subject to the approval of the DSC.

Section 5: Commencement and Completion of Construction

(a) Construction shall be commenced within two (2) years of the date of sale by Hoida, Inc. to the initial purchaser. Building exteriors shall be completed within nine (9) months from the commencement of construction.

(b) Initial excavation and all earth moving shall be conducted in such a manner as to prevent runoff into Lake Largo. Use of silt screening or other appropriate measures approved by the DSC are mandatory. All plans shall indicate the steps being taken to prevent runoff.

(c) All grading, initial landscaping, including seeding or sodding, and installation of the driveway shall be completed within one (1) year of the commencement of construction. All such landscaping, etc. shall be subject to DSC approval, prior to commencement, pursuant to Section 2. The driveway must provide

access from the street to the garage. No gravel applications shall be permitted.

Section 6: Signs and Fencing

(a) No signs, other than a sign identifying the property by street number or a "for sale" sign shall be displayed on any lot.

(b) Fences may not be over four (4) feet high and must be at least forty percent (40%) visually open. All proposed fencing shall be approved by the DSC prior to installation. Fencing shall be of all wood construction. Metal and/or chain link fencing shall not be permitted within the subdivision. This fencing restriction does not apply to fencing of a private pool erected on a residential lot. Such fencing must, however, be approved by the DSC for compatibility of design and integration within the subdivision. With the exception of fencing required for a swimming pool installation, no fencing shall be permitted on Lake lots (lots including Lake Largo shoreline).

Section 7: Dog, Cats, Pens and Kennels

(a) No more than two (2) pets (dogs and/or cats) shall be permitted within or upon the lot of any residence. Pet excrement shall be removed immediately by the owner.

(b) No dog pen shall be constructed without DSC approval as to location, size and materials used.

Section 8: Satellite Dishes, Solar Panels, Wind Generating Devices, Clotheslines, Drying Yards, Abandoned Vehicles and Overnight Parking

(a) No TV cable dishes other than small, inconspicuous units approved by the DSC shall be permitted on any lot in the

subdivision nor shall any such cable dish be erected or placed on or in a structure that is located on any lot in the subdivision.

(b) No solar panels or wind powered generator devices shall be allowed on the property nor shall any such device be erected on or in a structure located on any lot in the subdivision.

(c) No clotheslines or drying yards shall be permitted unless concealed by hedges, lattice work or screening deemed acceptable by and approved by the DSC.

(d) No abandoned vehicles shall be permitted on the premises; no outdoor overnight parking on a continuing basis and no storage of any vehicles, including but not limited to motor vehicles, automobiles, trucks, motorcycles, ATV's, trailers, campers, boats or related vehicles shall be permitted other than in attached garages.

Section 9: Rules, Regulations and Restrictions Regarding the Use of Lake Largo

The following uses, restrictions on usage, rules and regulations govern the use of Lake Largo by the owners of lots in the subdivisions:

(a) No public access shall be permitted to the lake.

(b) No gasoline powered engines shall be used on any boat in or on the lake. Manual or electric powered boats such as rowboats, canoes, small paddleboats or small sailboats shall be permitted. Boats and other devices used upon the Lake are restricted to those which do not exceed twelve (12) feet in length. Electric motors shall be restricted to a power source not exceeding one (1) twelve (12) volt battery.

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(c) The use of the lake including but not limited to fishing, boating and swimming are restricted to the lot owner's immediate family residing on the premises and such guest or guests as is accompanied by either the owner or a resident member of his family.

(d) The feeding of fish, geese, swans, ducks or other waterfowl is prohibited.

(e) Fishing shall be permitted only by the use of a rod and reel, fishing pole or ice fishing tip up device. No nets or other devices may be used to catch fish. No ice fishing shanties shall be permitted.

(f) No commercial fishing shall be permitted under any circumstances.

(g) No owner shall plant or attempt to plant fish in the lake.

(h) No property owner shall, with the sole exception of a sump pump system required by and in conformity with the codes and applicable regulations of the municipality having jurisdiction of the property, pump water into or out of Lake Largo or attempt to control or actually control, modify or operate any overflow valve affecting the lake level.

(i) Access to the lake shall be at the two (2) designated areas established for those purposes and set forth on the Plat. One area is owned by the Villages of Lake Largo, a Condominium; the other is owned by Hoida, Inc. and/or the Lake Largo Home Owners Association, Inc. and both are bound by mutual restrictions and covenants regarding the Lake. Mutual easements

have been executed to provide access to the Lake from and over the two designated areas.

(j) Access areas shall be used exclusively for purposes of providing access to the lake, including but not limited to the following; the use of boats for pleasure and/or for fishing and/or for swimming.

(k) No camping, barbecuing, sunbathing or congregating shall be permitted in the access areas.

(l) Children under the age of twelve (12) shall be supervised and/or attended by an adult or other responsible party at all times when said children are in the access areas and/or while using the lake facility. Use of the Lake is at the risk of the individual user.

(m) Off shore owners may bring a boat to the lake for use on a daily basis. All boats and other personal property must be returned each day to the owner's residence and properly stored. No floats, rafts or other diving devices shall be established on or used in Lake Largo.

(n) The use of boats on Lake Largo shall be subject to the rules and regulations of the State of Wisconsin and the Wisconsin Department of Natural Resources including, but not limited to, the use of flotation and safety devices.

(o) Owners having residences with shoreline property shall be subject to the following restrictions:

1) A single boat may be stored on the shore during the boating season. Boats shall be removed from the shore for winter storage each year by Thanksgiving.

2) No dock or launching area shall be constructed at any time by any owner.

3) All boats shall be removed to the shore each day following use.

4) All owners of property abutting the lake shall take steps consistent with these regulations, and their intent, to prevent runoff during construction and shall landscape and maintain their property consistent with the standards established by the DSC so as to prevent runoff of soils and erosion into the lake. Grass shall be planted and maintained to the high water line. Landowner's use or application of pesticides in or near the Lake is prohibited. All fertilizers, weed killers, or lawn and garden applications must be approved by the DSC prior to application. Selection of and approval of such materials or products shall recognize the environmental needs of the Lake and fertilizer products detrimental to the ecological balance of the Lake are specifically banned.

Section 10: Lake Largo Home Owners Association ("Association")

(a) Every owner of a lot in the subdivisions shall be a member and shareholder of the **Lake Largo Home Owners Association ("Association")**. The **Association** shall be organized as an incorporated profit, non-profit or unincorporated association. Prior to the formation of the **Association**, its functions and duties shall be assumed and discharged by **Hoida, Inc.** The membership of the **Association** shall consist exclusively of the lot owners and, until each individual lot is sold, **Hoida, Inc.** or its successor shall be the member with respect to the unsold lot

and/or any lot reacquired by Hoida, Inc. or its successor. Ownership in the Lake shall be represented by the shares of stock, which shares will be issued and/or transferred upon conveyance of each lot in this development to the owner thereof. The Association shall adopt By-Laws to govern and administer its affairs. Such By-Laws shall not be inconsistent with the covenants, conditions and restrictions contained in this Declaration.

(b) The Association shall address the issues involving Lake Largo and the management of the lake including, but not limited to, establishment of an annual budget for the expenses associated with the Lake. The Association, or a committee thereof, consistent with these covenants and the written agreement between Hoida, Inc., which binds Association, and the Villages of Lake Largo, a condominium, will work toward the mutual maintenance and management of the lake for the benefit of all owners and users.

Both the Association and the Villages of Lake Largo, a Condominium, through its Owners Association, shall each be responsible for fifty percent (50%) of the annual charges established in the budget, all as set forth in the agreement referenced above. Each entity shall be responsible for the collection of the charges from their members and/or owners.

(c) The Board of Directors of the Association, in conjunction with the Villages of Lake Largo, a Condominium, shall form a Committee consisting of two (2) members from each organization.

The Committee shall address water quality, lake usage, maintenance, enforcement of rules, stocking of the lake with fish and other marine life and wildlife, draining and filling, water level, insect and pest control, licenses to control fishing and boating, application for governmental permits if necessary, restriction of noise and other nuisances resulting from use of the lake, depredation of wildlife and marine life in the vicinity of the lake through the taking or depredation thereof in such manner as may be permitted by law, and the adoption of an annual budget to pay for the expenses incurred in the maintenance of the lake and common areas.

In addition, the committee shall address, and if necessary adopt, such additional rules and regulations as it deems proper for the use and enjoyment of and the efficient and orderly conduct of the activities on the lake. The rules as adopted shall be consistent with and/or may be more restrictive than the rules and regulations of the Condominium. The rules and regulations shall not unreasonably discriminate among owners.

(d) The 50% share of the budget prepared and approved by the Board of Directors of Association, in conjunction with the Villages of Lake Largo, a Condominium, and attributable to the lots subject to this Declaration, to meet the common expenses of the lake management, including the lake access areas, shall be allocated and assessed on an equal basis among the respective lot owners. The Association (and prior to its formation Hoida, Inc.) and its owner members shall be responsible for fifty (50%) percent of the charges. The Villages of Lake Largo, a

Condominium shall also be responsible for fifty (50%) percent of the charges. Individual owners shall be advised in writing (Notice of Assessment) of the amount of the charges payable by the individual owner and, in conjunction with such notice, shall be furnished copies of each year's budget on which such charges are based. Each owner covenants and agrees, by the acceptance of the conveyance of the property subject to these covenants and restrictions, to be bound by such assessments and to pay such assessments pursuant to the terms and conditions thereof.

(e) The responsibility for payment of the individual lot assessments by the individual lot owner shall commence upon acquisition of title to the subject property. Payments of the individual lot assessment shall be made to Hoida, Inc. until such time as the Owners Association is formed. Until all lots are sold, Hoida, Inc. shall be responsible for assessments attributable to all unsold lots.

(f) Due date of payment and default in payment: The due dates for the payment of assessments shall be established by Hoida, Inc. and/or the Association. Such charges shall be payable in full on an annual basis. The date of payment shall be expressed in the Notice of Assessment and may be established on a monthly, quarterly or other regular basis.

(g) In the event of default by any owner in paying the charges, Hoida, Inc., or its successor the Association, shall take prompt action to collect any such charges due which remain unpaid by the owner for more than thirty (30) days from the date established for payment. In the event of default beyond the

thirty (30) day period, the responsible owner shall be liable for all charges, which shall bear interest at the rate of twelve percent (12%) per annum from the date thereof, and shall also be responsible for and shall pay all expenses incurred in collecting the charges due including, but not limited to, actual attorney fees incurred in any proceedings brought to collect such unpaid charges. Such charges shall, together with interest thereon, and the expenses of the proceedings as set forth above be a lien against the premises and enforceable by way of foreclosure consistent with the Wisconsin Statutes.

(h) **Waiver of Assessment Not Permitted.** Liability for charges and assessment for the expenses of Lake Largo may not be avoided by the waiver of use or enjoyment of the lake or by abandonment of the lot or residence for which the assessment is made.

(i) **By-Laws.** Every lot owner shall comply strictly with the By-Laws of the Association and with the rules adopted under the By-Laws and with the covenants, conditions and restrictions set forth in this Declaration. Failure to comply with the Association By-Laws, rules, covenants, conditions or restrictions shall be grounds for action to recover sums due for damages; for injunctive relief; or both, maintained by the Association or in a proper case by an aggrieved lot owner. In the event of a conflict between the covenants and the By-Laws, the covenants shall control.

(j) The By-Laws shall express at least the following particulars:

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1) The form of administration, indicating whether the Association shall be incorporated or unincorporated, and to what extent the duties of the Association may be delegated to a Board of Directors, manager or otherwise and specifying the powers, manner of selection and removal of them.

2) The mailing address of the Association.

3) The method of calling the lot owners to assemble, the attendance necessary to constitute a quorum at any meeting of the Association; the manner of notifying lot owners of any proposed meeting; who presides at the meetings of the Association; who keeps the minute book for recording the resolutions of the Association; and the number or percentage of votes required to carry any resolution of the Association.

4) The election by the lot owners of a Board of Directors, the number of persons constituting the same and that the terms of at least one third (1/3) of the directors shall expire annually, the powers and duties of the Board, and the method of removal from office of the Directors.

5) The manner of assessing against and collecting from lot owners their respective shares of the common expenses.

Section 11: City Ordinances

(a) City ordinances will apply to all the property; all covenants and restrictions shall be applied and enforced for the protection and benefit of all property owners. The DSC shall have final authority to settle any disputes regarding restrictions or covenants and its decisions shall be binding on all property owners.

(b) Whenever the City of Green Bay, Wisconsin's zoning or use ordinances are more restrictive than these covenants, such ordinance provisions shall control.

ARTICLE II: GENERAL PROVISIONS

Section 1: Duration of Covenants and Restrictions

Covenants and restrictions of this Declaration shall permanently run with and bind the land and shall inure to the benefit of and be enforceable by Hoida, Inc., the DSC, the Association, any owner, and their respective heirs, successors and assigns.

The covenants set forth in this Declaration, with the exception of those provisions related to the use, integrity, or maintenance of Lake Largo itself, may be amended by the written consent, recorded in the Office of the Brown County Register of Deeds, of eighty-five percent (85%) of the owners of all lots in this development. The total number of lots to be considered in determining whether the required consent has been achieved include those remaining unsold and those which remain unplatted but which are represented in the preliminary Plat of Lake Largo Estates and which, with Schubert, includes approximately 85 lots. Such consent shall specify the particulars of any modification and shall refer to the specific portions of this Declaration affected thereby. With respect to those provisions affecting Lake Largo itself, any modification, to be effective, must be joined in by the Villages of Lake Largo, a Condominium.

Section 2: Enforcement

Enforcement of the covenants and restrictions of this Declaration shall be by any proceeding at law or in equity against any person violating or attempting to violate any such covenant or restriction to restrain the violation by injunctive relief or to recover damages and against the real property and the real property owners to enforce any liens created by this Declaration. Failure by Hoida, Inc., the Association, the DSC or any owner to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter and shall not be actionable with respect to the Home Owners Association, the DSC, or any lot owner.

Section 3: Non-Liability of Design and Site Committee

(a) The DSC is formed for the purpose of protecting and preserving the quality, value and amenities in the subdivisions encompassed by these covenants and restrictions for the benefit of all of the lot owners and homeowners therein. The DSC, or any individual member thereof, shall not be responsible nor shall they or it be liable to any lot owner in the subdivisions, or any person or entity making a claim through any lot owner, for any loss or damage that may be occasioned by or through acts or omissions of the DSC, or any individual member thereof, while directly or indirectly exercising the rights, duties and obligations of the DSC as required and set forth in the covenants contained herein.

Section 4: Severability

Invalidation of any of these covenants or restrictions by final Order or final Judgment of a Court of competent

jurisdiction shall not affect the enforceability of the remaining restrictions and covenants, all of which shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned Leonard A. Seidl and Hoida, Inc., by its duly appointed and elected officers have executed this Declaration of Covenants and Restrictions this 16th day of Nov, 1990.

HOIDA, INC.

Leonard A. Seidl
Leonard A. Seidl
As owner of Lot 5
Schubert Subdivision

BY Ronald J. Hoida
Donald J. Hoida, President

BY James R. Hoida
James R. Hoida, Sec./Treas.

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally appeared before me this 16 day of Nov, 1990, the above named Donald J. Hoida, James R. Hoida and Leonard A. Seidl, to me known or proved to be the persons who executed the foregoing instrument and acknowledge the same.

Joseph A. Hoida
Joseph A. Hoida, Notary Public
My commission is permanent.

This document drafted by Attorney Joseph A. Hoida

PLEASE RETURN TO:
Attorney Joseph A. Hoida
403 S. Jefferson Street
P. O. Box 1225
Green Bay, WI 54305-1225



REGISTER OF DEEDS
BROWN COUNTY

1991 DEC 23 AM 9:42

CATHY WILLIQUETTE BREUNIG
REGISTER OF DEEDS

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AMENDMENT TO
DECLARATION OF COVENANTS

FOR

SCHUBERT AND LAKE LARGO ESTATES
AND ALL ADDITIONS TO LAKE LARGO ESTATES
CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

WHEREAS, Hoida, Inc., as the owner of the real property encompassing Lake Largo Estates and Schubert subdivisions and all additions to Lake Largo Estates, recorded a Declaration of Covenants for Schubert and Lake Largo Estates and All Additions to Lake Largo Estates, City of Green Bay, Brown County, Wisconsin on November 26, 1990 as Document #1231056 recorded in Jacket 16307 Image 36, Brown County Records; and

WHEREAS, consistent with Article II, Section 1 of the said Declaration of Covenants, Hoida, Inc. desires to amend the Declaration consistent with the requirements of that Section and the consent of the owners in the following respects, to wit:

1. Section 1, paragraph (e) entitled "Option to Repurchase Lot" shall be, and hereby is, deleted in its entirety. Hoida, Inc. will no longer retain a right, on thirty (30) days written notice to a Buyer or a Buyer's successor in title, to repurchase a lot upon the failure of the owner to commence construction of a single family residence within two (2) years of the date of initial purchase from Hoida, Inc.

2. The first sentence of Section 5, paragraph (a) shall be deleted in its entirety. Except as modified herein, the

remainder of Section 5, paragraph (a) shall remain in full force and effect.

3. Except as modified herein, all of the terms, provision, covenants and declarations contained in the above referenced document shall remain in full force and effect.

This document, as required in Article II, Section 1, is executed by Hoida, Inc. on behalf of all lots remaining unsold and remaining unplatted. The owners of all lots presently sold have executed this Agreement unanimously signifying their consent to this Amendment of the Declaration of Covenants as set forth above.

Dated this 16 day of December, 1991.

HOIDA, INC.

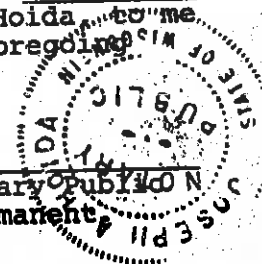
BY *Donald J. Hoida*
Donald J. Hoida, President

BY *James R. Hoida*
James R. Hoida, Sec./Treas.

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally appeared before me this 16 day of Dec., 1991, the above named Donald J. Hoida, and James R. Hoida, to me known or proved to be the persons who executed the foregoing instrument and acknowledge the same.

Joseph A. Hoida
Joseph A. Hoida, Notary Public
My commission is permanent



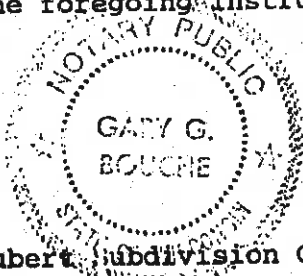
Lot 3, Schubert Subdivision Owners:

Ambrose M. VanderHeyden
Ambrose M. VanderHeyden

Betty J. VanderHeyden
Betty J. VanderHeyden

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally appeared before me this 17 day of Dec, 1991, the above named Ambrose M. VanderHeyden and Betty J. VanderHeyden, to me known or proved to be the persons who executed the foregoing instrument and acknowledge the same.



Gary G. Bouche
Notary Public
My commission: 11-12-95

Lot 5, Schubert Subdivision Owners:

Ronald E. Weas
Ronald E. Weas

Christine L. Weas
Christine L. Weas

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally appeared before me this 17 day of Dec, 1991, the above named Ronald E. Weas and Christine L. Weas, to me known or proved to be the persons who executed the foregoing instrument and acknowledge the same.



Gary G. Bouche
Notary Public
My commission: 11-12-95

Lot 4, Lake Largo Estates Owner:

Scott King
Scott King

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally appeared before me this 19 day of Dec., 1991, the above named Scott King, to me known or proved to be the person who executed the foregoing instrument and acknowledge the same.

Claudia Naidl

Notary Public

My commission: Expires 9-25-94



This document drafted by Attorney Joseph A. Hoida.

Please return to:
Attorney Joseph A. Hoida
403 S. Jefferson Street
P.O. Box 1625
Green Bay, WI 54305-1625

(414) 432-2920

MUTUAL EASEMENT

DEED and AGREEMENT made this 25 day of March, 1991 between Hoida, Inc., a Wisconsin corporation of Green Bay, Brown County, Wisconsin and the Villages of Lake Largo Condominium Association, Inc. of Green Bay, Brown County, Wisconsin.

WHEREAS, the parties to this agreement are each the owners in fee simple of individual parcels of land described as follows:

1. Hoida, Inc. -

Part of the Northwest 1/4 - Southeast 1/4, Section 26, T24N-R21E, City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the East 1/4 Corner, Section 26, T24N-R21E; thence S89°44'36"W, 1630.11 feet along the east-west quarter line; thence S0°22'30"E, 376.39 feet along the extension of and the east line of Lot 2, Volume 9, Certified Survey Maps, page 377, Brown County Records, to the point of beginning; thence N51°55'44"E, 57.49 feet; thence S7°13'07"W, 173.42 feet; thence N64°55'20"W, 25.00 feet; thence N0°22'30"W, 126.00 feet along the east line of said Lot 2, Volume 9, Certified Survey Maps, page 377, Brown County Records, to the point of beginning.

2. Villages of Lake Largo Condominium Association, Inc. -

A common area of the Villages of Lake Largo, a Condominium, Phase II - Village of Mozart, (Village I of Phase II); said phase being located in part of Lot 1, Volume 9, Certified Survey Maps, page 377, Brown County Records, and part of the Northwest 1/4 - Southeast 1/4, Section 26, T24N-R21E, City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the South 1/4 Corner of Section 26, T24N-R21E; thence N0°27'33"W, 1457.49 feet along the north-south quarter line of said Section; thence N89°32'27"E, 150.33 feet along the southerly right-of-way of Sonata Drive; thence N0°27'33"W, 70.00 feet to the northerly right of way of Sonata Drive;

thence 69.82 feet along the said northerly right-of-way, being the arc of a 135.00 foot radius curve to the right whose long chord bears S75°38'34"E, 69.05 feet to the point of beginning; thence N24°30'00"E, 46.74 feet along the westerly right-of-way of a private road; thence 63.35 feet along the arc of a 131.00 foot radius curve to the left whose long chord bears N10°38'49"E, 62.73 feet; thence N73°53'40"E, 114.48 feet; thence N51°34'15"E, 37 feet to the waters of Lake Largo; thence S61°11'50"E, 50 feet along the waters of Lake Largo to a westerly line of the recorded plat of "Schubert"; thence S48°22'43"W, 235.02 feet to the northerly right-of-way of Sonata Drive; thence N60°49'35"W, 43.60 feet along said northerly right-of-way to the point of beginning.

and

WHEREAS, the described parcels constitute shoreline property and include all riparian rights and provide a means of access to Lake Largo, a private lake owned by the parties to this Agreement; and

WHEREAS, the parties have entered into an Agreement, of even date herewith, calling for, among other things, the grant of mutual easements of ingress and egress to all owners of interest, ie. unit owners of condominium units in the Villages of Lake Largo, a Condominium, and owners of single family residences in the Plats of Schubert and Lake Largo Estates, all as more particularly described in the appropriate creating documents; and

WHEREAS, the parties desire to mutually grant rights of ingress and egress to Lake Largo over the two above-described parcels in consideration of the mutual rights conveyed, each to the other, and other good and valuable considerations paid by each to the other, receipt of which is acknowledged;

NOW, this deed witnesseth that in consideration of said grants of mutual access of ingress and egress, each party grants to the other, their heirs, successors and assigns, full and free

VILLAGES OF LAKE LARGO CONDOMINIUM ASSOCIATION, INC.

BY: Eileen Seal

BY: Lita Sidney, Treasurer

STATE OF WISCONSIN)
) SS.
COUNTY OF BROWN)

BY: Gerald Fictum
Jerry Fictum, President

Personally came before me this 25th day of March, 1991, the above named Gerald Fictum and the persons who executed the foregoing instrument and acknowledge the same.

NOTARY PUBLIC
CAROLYN MIELOSZYK
My commission: expires 3/27/94.

AUTHENTICATION

Signature of Eileen Seal authenticated this 25th day of March, 1991.

[Signature]
Mark A. Green
TITLE: MEMBER STATE BAR OF WISCONSIN

Ret!

This document drafted by Attorney Joseph A. Hoida

Box 1225
6B 05

REGISTER OF DEEDS
BROWN COUNTY

1991 APR 15 PM 12:57

CATHY WILLIQUEITE BREUNIG
REGISTER OF DEEDS

140

AMENDED MUTUAL EASEMENT

DEED and AGREEMENT made this 9 day of

WMSU, 1991, between Hoida, Inc., a Wisconsin corporation of Green Bay, Brown County, Wisconsin and the Villages of Lake Largo Condominium Association, Inc. of Green Bay, Brown County, Wisconsin.

WHEREAS, the parties to this agreement are each the owners in fee simple of individual parcels of land described as follows:

1. Hoida, Inc. -

Part of the Northwest 1/4 - Southeast 1/4, Section 26, T24N-R21E, City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the East 1/4 Corner, Section 26, T24N-R21E; thence S89°44'36"W, 1630.11 feet along the east-west quarter line; thence S0°22'30"E, 376.39 feet along the extension of and the east line of Lot 2, Volume 9, Certified Survey Maps, page 377, Brown County Records, to the point of beginning; thence N51°55'44"E, 57.49 feet; thence S7°13'07"W, 173.42 feet; thence N64°55'20"W, 25.00 feet; thence N0°22'30"W, 126.00 feet along the east line of said Lot 2, Volume 9, Certified Survey Maps, page 377, Brown County Records, to the point of beginning.

AND

Part of Lot 2, Volume 9, Certified Survey Maps, page 377, Brown County Records, being part of the Northwest 1/4-Southeast 1/4, Section 26, T24N-R21E, City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the East 1/4 Corner, Section 26, T24N-R21E; thence S89°44'36"W, 1630.11 feet along the east-west quarter line; thence S0°22'30"E, 376.39 feet along the extension of and the east line of Lot 2, Volume 9, Certified Survey Maps, page 377, Brown County Records, to the point of beginning; thence S0°22'30"E, 126.00 feet along the said east line to the waters edge of Lake Largo; thence S41°46'53"W, 32.81 feet along the waters edge of Lake Largo; thence N7°18'17"W, 146.31 feet to the southerly right-of-way of a private road; thence 40.06 feet along said private road right-of-way being the arc of a 205.00 foot radius curve to the

right whose long chord bears N82°19'19"E, 40.00 feet to the point of beginning.

Parcel contains 4,340 square feet, more or less.

2. Villages of Lake Largo Condominium Association,

Inc. -

A common area of the Villages of Lake Largo, a Condominium, Phase II - Village of Mozart, (Village I of Phase II); said phase being located in part of Lot 1, Volume 9, Certified Survey Maps, page 377, Brown County Records, and part of the Northwest 1/4 - Southeast 1/4, Section 26, T24N-R21E, City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the South 1/4 Corner of Section 26, T24N-R21E; thence N0°27'33"W, 1457.49 feet along the north-south quarter line of said Section; thence N89°32'27"E, 150.33 feet along the southerly right-of-way of Sonata Drive; thence N0°27'33"W, 70.00 feet to the northerly right of way of Sonata Drive; thence 69.82 feet along the said northerly right-of-way, being the arc of a 135.00 foot radius curve to the right whose long chord bears S75°38'34"E, 69.05 feet to the point of beginning; thence N24°30'00"E, 46.74 feet along the easterly right-of-way of a private road; thence 63.35 feet along the arc of a 131.00 foot radius curve to the left whose long chord bears N10°38'49"E, 62.73 feet; thence N73°53'40"E, 114.48 feet; thence N51°34'15"E, 37 feet to the waters of Lake Largo; thence S61°11'50"E, 50 feet along the waters of Lake Largo to a westerly line of the recorded plat of "Schubert"; thence S48°22'43"W, 235.02 feet to the northerly right-of-way of Sonata Drive; thence N60°49'35"W, 43.60 feet along said northerly right-of-way to the point of beginning.

and

WHEREAS, the described parcels constitute shoreline property and include all riparian rights and provide a means of access to Lake Largo, a private lake owned by the parties to this Agreement; and

WHEREAS, the parties have entered into an Agreement, of even date herewith, calling for, among other things, the grant of

mutual easements of ingress and egress to all owners of interest, ie. unit owners of condominium units in the Villages of Lake Largo, a Condominium, and owners of single family residences in the Plats of Schubert and Lake Largo Estates, all as more particularly described in the appropriate creating documents; and

WHEREAS, the parties desire to mutually grant rights of ingress and egress to Lake Largo over the two above-described parcels in consideration of the mutual rights conveyed, each to the other, and other good and valuable considerations paid by each to the other, receipt of which is acknowledged;

NOW, this deed witnesseth that in consideration of said grants of mutual access of ingress and egress, each party grants to the other, their heirs, successors and assigns, full and free right and authority to use the two above-described areas for access to and from Lake Largo subject to the restrictions on use contained in the Condominium Declaration, as recorded, and the By-Laws applicable to the Villages of lake Largo, a Condominium, and the Declaration of Covenants applicable to Schubert and Lake Largo Estates.

Pursuant to the terms of the Agreement referred to herein, responsibility for the cost of maintenance of the two (2) access areas shall be on a 50/50 basis with each party or its successor being responsible for one half (1/2) of the expense.

THIS EASEMENT DOCUMENT IS BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTIONS OF THE ACCESS AREAS AND AS SET FORTH IN THE MUTUAL EASEMENT DATED MARCH 25, 1991 AND RECORDED ON APRIL 15, 1991 IN JACKET 16689, IMAGE 01, AS DOCUMENT NO. 1242079.

2ND AMENDED MUTUAL EASEMENT

DEED and AGREEMENT made this 10 day of JOV, 1994 between THE LAKE LARGO HOMEOWNERS ASSOCIATION, INC., a Wisconsin corporation and the successor in interest to HOIDA, INC. and THE VILLAGES OF LAKE LARGO CONDOMINIUM ASSOCIATION, INC., a Wisconsin corporation.

WHEREAS, THE LAKE LARGO HOMEOWNERS ASSOCIATION, INC. is the successor in interest to HOIDA, INC., one of the original parties to a Mutual Easement dated March 25, 1991, recorded in the Office of the Brown County Register of Deeds in Jacket 16689, Image 01, as Document No. 1242079, on April 15, 1991 at 12:57 p.m. That easement document was subsequently amended to correct the legal description by an "Amended Mutual Easement" dated May 9, 1991, recorded in the Office of the Brown County Register of Deeds in Jacket 16815, Image 01, as Document No. 1245826 on May 17, 1991 at 8:46 a.m.; and

WHEREAS, it is necessary to revise the legal description of the access area subject to the said Mutual Easement and Amended Mutual Easement with respect to the parcel owned by THE LAKE LARGO HOMEOWNERS ASSOCIATION, INC.; and

The parties hereto have agreed to said revision of the legal description of the parcel owned by THE LAKE LARGO HOMEOWNERS ASSOCIATION, INC. and THE VILLAGES OF LAKE LARGO CONDOMINIUM ASSOCIATION, INC., by its Board of Directors, consents to the revision of the description of the property with respect to its interest therein, as described in the Mutual Easement and Amended Mutual Easement described herein.

NOW, THEREFORE, the parties to this agreement agree as follows:

1. The property owned by THE LAKE LARGO HOMEOWNERS ASSOCIATION, INC. and subject to the Mutual Easement and Amended Mutual Easement referred to previously shall henceforth be described as follows:

THE LAKE LARGO HOMEOWNERS ASSOCIATION, INC. -

Part of the Northwest 1/4 - Southeast 1/4, Section 26, T24N-R21E, City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the East 1/4 Corner, Section 26, T24N-R21E; thence S89°44'36"W, 1630.11 feet along the east-west quarter line; thence S0°22'30"E, 376.39 feet along the extension of and the east line of Lot 2, Volume 9, Certified Survey Maps, page 377, Brown County Records, to the point of beginning; thence N51°55'44"E, 57.49 feet; thence S7°13'07"W, 173.42 feet; thence N64°55'20"W, 25.00 feet; thence N0°22'30"W, 126.00 feet along the east line of said Lot 2, Volume 9, Certified Survey Maps, page 377, Brown County Records, to the point of beginning.

AND

Part of Lot 2, Volume 9, Certified Survey Maps, page 377, Brown County Records, Section 26, T24N-R21E, City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the northeast corner of Lot 2, Volume 9, Certified Survey Maps, page 377, Brown County Records; thence S0°22'30"E, 268.28 feet along the east line of said Lot 2, to the southerly right-of-way of a private road and the point of beginning; thence S0°22'30"E, 126.00 feet along said east line to the waters of Lake Largo; thence S41°46'53"W, 22.22 feet along the waters of Lake Largo; thence N7°18'17"W, 46.99 feet; thence N24°34'16"W, 93.55 feet to the southerly right-of-way of a private road; thence 60.07 feet along said right-of-way being the arc of a 205.00 foot radius curve to the right whose long chord bears N79°31'32"E, 59.86 feet to the east line of said Lot 2 and the point of beginning.

2. EXCEPT AS MODIFIED HEREIN WITH RESPECT TO THE MODIFICATION OF THE LEGAL DESCRIPTION OF THE PROPERTY OWNED BY THE LAKE LARGO

HOMEOWNERS ASSOCIATION, INC., AND SUBJECT TO THE MUTUAL EASEMENT AND AMENDED MUTUAL EASEMENT, THE PARTIES HERETO RATIFY ALL OTHER TERMS AND CONDITIONS OF THE MUTUAL EASEMENT AND AMENDED MUTUAL EASEMENT AND AGREE THAT ALL THE TERMS AND CONDITIONS THEREOF, EXCEPT AS MODIFIED HEREIN, SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties hereto as grantors have hereunto set their hands and seals the day and year first above written.

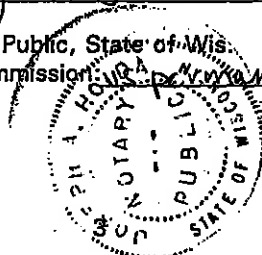
THE LAKE LARGO HOMEOWNERS ASSOCIATION, INC.

BY: *Donald J. Hoida*
Donald J. Hoida, President

BY: *James R. Hoida*
James R. Hoida, Secretary

STATE OF WISCONSIN)
)SS.
COUNTY OF BROWN)

Personally came before me this 10 day of NOV, 1994, the above named Donald J. Hoida and James R. Hoida, who acknowledge themselves to be the President and Secretary of The Lake Largo Homeowners Association, Inc., a Wisconsin corporation, and that they, as President and Secretary, being authorized so to do, executed the foregoing instrument and acknowledged the same by signing the name of said corporation in the capacity therein stated by themselves as President and Secretary for the purposes therein contained.

[Signature]
Notary Public, State of Wis.
My commission: *10/15/94 - 10/15/98*


THE VILLAGES OF LAKE LARGO CONDOMINIUM ASSOCIATION, INC.

BY: Eileen Seal
Eileen Seal, President

BY: Margaret C. Axelson
Margaret C. Axelson, Secretary

BY: Eileen Seal
Eileen Seal, Director

BY: Margaret C. Axelson
Margaret C. Axelson, Director

BY: Mary VanderWoude
Mary VanderWoude, Director

BY: Carol McKee
Carol McKee, Director

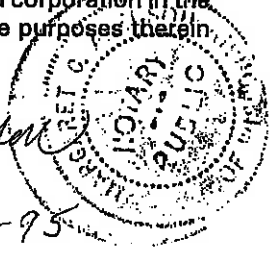
STATE OF WISCONSIN)
)SS.
COUNTY OF BROWN)

Personally came before me this 10 day of Nov, 1994, the above named Eileen Seal, who acknowledges herself to be the President and a Director of The Lake Largo Condominium Association, Inc., a Wisconsin corporation, and that she, as President and Director, being authorized so to do, executed the foregoing instrument and acknowledged the same by signing the name of said corporation in the capacity therein stated by herself as President and Director for the purposes therein contained.

Margaret C. Axelson

Notary Public, State of Wis.

My commission: Expires 8-13-95



LAKE LARGO: USE, MAINTENANCE, RULES
AND REGULATIONS

Document Number

Document Title

2093815

CATHY WILLIQUETTE
BROWN COUNTY RECORDER
GREEN BAY, WI

RECORDED ON
02/03/2004 09:28:06AM

REC FEE: 29.00
TRANS FEE:
EXEMPT #
PAGES: 10

Recording Area

Name and Return Address

Liberty Title
& Abstract Inc.
107 N. Broadway St., Ste. 1
Green Bay, WI 54303

290
10

Parcel Identification Number (PIN)

DRAFTED BY: TIMOTHY F. POLACK

"This page is part of this legal document DO NOT REMOVE "

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document.
Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m) WRDA 2/99

Lake Largo: Use, Maintenance, Rules and Regulations.

Definitions

For simplicity's sake, condominium owners, homeowners and resident members of their immediate families, along with landowners, will generally be referred to as Lake Largo residents. The Lake Management Committee (LMC) referred to herein is the joint Lake Management Committee consisting of 6 members, three from the Villages of Lake Largo Condominium Association and three from the Lake Largo Home Owners Association.

General

All persons including Lake Largo residents, their families and guests as provided herein should understand that Lake Largo is a private lake and that the use of the Lake and its facilities is at the risk of the user and/or their responsible party, such as, but not limited to, children, adolescents and those individuals with diminished capacities/capabilities. In cases of legal action regarding the use, maintenance, rules and regulations of Lake Largo and its facilities, all Lake Largo residents agree to indemnify and hold harmless all other Lake Largo residents, the Villages of Lake Largo Condominium Association and its Board Of Directors, the Lake Largo Home Owners Association and its Board of Directors, the LMC., its members, successors, heirs, assigns and transferees.

Any legal invalidation of any item contained herein, shall not affect the enforceability of the remaining items.

Roles and Responsibilities of the Lake Associations.

The Lake Largo Home Owners Association agrees to be jointly responsible for, collecting and paying 50% of the annual base Lake Maintenance Budget and the Villages of Lake Largo Condominium Association agree to be responsible for, collect and pay 50% of the annual base Lake Maintenance Budget. The Lake Largo Home Owners Association and its Board of Directors will assume responsibility for collecting and paying 50% of the annual Lake Maintenance Budget. The share each Lake Largo Home Owners Association member is required to pay will be based on the number of lots owned. The Village of Lake Largo Condo Association contribution is part of their annual budget approved by its members. Beyond the base Lake Maintenance budget established by the LMC, either Owner Association may, with the support of their membership, include additional items in their annual budget for which their respective Associations will be responsible.

The LMC shall make recommendations on service providers to be used for lake maintenance and services. The providers however will be selected and contracted by one of the Owner Association's Board of Directors as approved by both Owner Associations. The approved provider will bill each association separately for their share of the service charge.

A minimum base budget for the expenses attributable to the maintenance of Lake Largo and the two common access areas are to include the cost for the annual chemical treatment of the lake for weed control, the annual cost of lawn mowing in the access areas, and the cost of required state/local permits, fees, and licenses required for the purpose of lake maintenance and maintaining Lake Largo's "Private" status. Bids for chemical treatment of the lake may only be accepted from applicators meeting state and federal guidelines. All service providers covered under the Lake Maintenance Budget must provide a certificate of liability insurance with a minimum of \$2,000,000 coverage. This minimum base budget represents the cost of maintaining Lake Largo's at minimum acceptable standards. In the event the Associations and their respective Board of Directors are unable to agree upon a base budget for any given calendar year, the budget will be established by obtaining proposals for the services outlined above and taking the most competitive bids from qualified providers. The LMC is required to provide its proposed budget to both Owner Associations by September 1st each year.

The due date for the payment of the Home Owner's Association member's budget assessment shall be established by the Board of Directors of its Association. Such charges shall be payable in full on an annual basis. The date of payment shall be communicated to owners through their Association and may be established on a monthly, quarterly or other regular basis. In the event of default by any owner in paying the charges, the Board of Directors of Association represented by the delinquent member shall take prompt action to collect any such charges due which remain unpaid by the owner for more than thirty days from the date established for payment. In the event of default beyond the thirty day period, the responsible owner shall be liable for all charges, which shall bear interest at the rate of eighteen percent per annum from the due date, and shall also be responsible for and shall pay all expenses incurred in collecting the charges due including, but not limited to, actual attorney fees incurred in collecting such unpaid charges. Liability for charges assessed by means of the Lake Maintenance Budget may not be avoided by not using or enjoying the lake, its activities and facilities or by abandonment of a lot or dwelling for which the assessment is made. The Village of Lake Largo Condo Association has budget items which pertain to treatment, maintenance and lake erosion that are part of its operating budget supported by monthly maintenance fees.

It is also agreed that The Board of Directors of the Villages of Lake Largo Condominium Association and the Board of Directors of the Lake Largo Home Owners Association, will separately, annually, each appoint 3 people to represent and negotiate for their respective owners on a LMC. Appointments to the LMC by the Lake Largo Condominium Association will be made by its Board of Directors. Appointments by the Lake Largo Home Owners Association will be made by its Board of Directors. Changes to the LMC membership will be made as of January 1st each year. In cases where an appointed individual is unable or unwilling to participate in the LMC, the Board of Director of the Association represented by that individual, shall appoint a new representative who will fill the position. Interim appointments made by the Lake Largo Condominium Association will fill the position through the end of the current term. In the case of the Lake Largo Home Owners Association the representative will fill the position until such time as a vote can be made by their members and a new appointment by the Board can be made. The members of the LMC shall receive no compensation for services rendered other than reimbursements for reasonable out-of-pocket expenses incurred by them in the performance of their duties.

Responsibilities of the LMC.

The LMC shall be responsible for making recommendations to their respective boards concerning the following:

1. **Rules and Regulations:**
Address and propose, such additional rules and regulations, or changes and deletions to the current rules and regulations, as it deems necessary and proper for the use, enjoyment, and orderly conduct of the activities associated with the lake and access areas. The rules and regulations shall not unreasonably discriminate among owners. Notice of adoption, change or deletion of any such rules and regulations shall be given in writing to each owner by their respective Owner Association.
2. **Enforcement of Rules:**
Request the appropriate Board to enforce the rules and regulations established by the LMC when they are made aware of an infraction.
3. **Base Lake Maintenance Budget:**
Prepare and submit to each board no later than September 1st, a proposed budget. The base Lake Maintenance Budget shall represent the reasonable expenses attributable to Lake Largo, taking into account the need to perpetuate the quality of the Lake and the two common access areas.
4. **Water Quality:**
Make proposals to maintain, and enforce standards for the control of the quality of the waters of the lake including, without limitation, recommendations to utilize chemicals, control surface debris and impose mechanical circulation, if necessary, to maintain the quality of such waters. No chemical treatments to the lake water can be made, contracted, or arranged for by any individual Lake Largo resident without the written recommendation of the LMC and the approval of that recommendation by the Board of Directors of both Associations.
5. **Use of Lake:**
Suggest means to regulate, restrict, and prohibit the use of the lake as reasonably necessary to protect the health and safety of members, to preserve the wholesomeness and attractiveness of the lake, to protect and enhance the structural integrity of the lake, to promote optimum enjoyment of the lake, and to undertake any maintenance or conduct tests of water quality, structural soundness, and the like.
6. **Maintenance of Lake:**
Propose maintenance, repairs and replacement of the improvements comprising the lake shoreline, along with erosion abatement measures. Costs for this type of maintenance will be covered by Village Of Lake Largo Condominium Association for their property abutting the lake and by the Individual homeowner's whose property abuts the lake. Both Associations will equally share Common Area maintenance costs.
7. **Structures:**
Suggest erecting and maintaining, and/or specifications for structures, fencing and signs on and about, or pertaining to the use and management of the lake.
8. **Stocking:**
Submit proposals concerning the stocking of the lake with fish.
9. **Services:**
Recommend providers for the furnishing of services required by the Lake Maintenance budget.
10. **Draining And Filling:**
Recommend that the lake be drained and filled at any time, as the LMC deems necessary or appropriate for health and maintenance reasons or by reason of emergency with the approval by the Board of Directors of each Association or as required by law or any governmental agency.
11. **Water Level:**
To document, observe and evaluate the water level of the lake and to make proposals, as it deems necessary and appropriate.
12. **Insects & Pests:**
Suggest means of controlling pests, and insects, on the lake property through the use of pesticides and otherwise as and if necessary.
13. **Licenses:**
Make recommendation pertaining to the issuing of licenses, if any, for fishing, boating, and other activities of the lake properties to Lake Largo residents.

14. Governmental Permits:

Petition either board to apply for, obtain, and renew on behalf of all Lake Largo residents, all necessary and appropriate permits and licenses from governmental and regulatory agencies.

15. Alteration of Use:

Suggest altering the use of any portion of the lake property, temporarily or permanently; provided however, that if such alteration has a substantial impact upon use of any facility which is part of the lake and such alteration will extend for a period longer than thirty (30) days the approval of the each board shall first be obtained for such alteration.

16. Nuisances:

Propose restrictions for noise and other nuisances resulting from the use of the lake and activities therein or thereon.

17. Depredation:

Suggest means to control wildlife and marine life in "the vicinity" of the lake through the taking or depredation thereof in such manners as may be permitted by law.

Operating Procedures For the LMC:

On a regular basis the LMC will, among other things, review rules and regulations applicable to the use and maintenance of the lake in an effort to determine what, if any, changes should be made. It is specifically understood and agreed that no modification of the rules regarding the use and maintenance of the lake, will be made without the mutual written agreement of The Board of Directors of the Villages of Lake Largo Condominium Association along with The Board of Directors of the Lake Largo Home Owners Association. Each board would be required to vote on any and all measures recommended by the LMC. Implementation will occur only if the recommendation receives a majority vote from both boards. Standard operating procedures for the LMC will include the following.

1. All meeting minutes are to be sent to board members within one week of the occurrence of a meeting.
2. Minutes are to be made available to any requesting association member within one week of a request.
3. Any proposed changes to the LMC Rules are to be hand-delivered or sent by mail to all Lake Largo Residents, by their respective Owner Association, at least 60 days before the proposed implementation date. The method of submittal shall be determined and approved by each Association's Board. The document must:
 - a) Give a complete explanation of the all changes, additions or deletions being considered.
 - b) Give the name, address and phone number of the LMC representatives they can contact with questions and comments.
 - c) Ask the Association members for feedback in some form or another, either verbal, written comments, a survey, along with a date they would like the feedback by and the date the LMC will present their final recommendations to their respective Owner Associations.
4. LMC members are to document and present any feedback received from surveys in written format to the entire LMC group. The document is to be attached to the meeting minutes as an exhibit.
5. Each LMC member is to analyze the results of the feedback to the best of their ability and vote for what they believe represents the opinion of the majority of their respective association membership.
6. Final results in the form of a document signed by both Board of Directors showing the accepted changes along with an updated and dated copy of the LMC rules are to be sent to owners prior to implementation. A mailing should also make note to the association members the date on which the new document is effective and that makes all prior copies invalid.

This agreement shall be binding upon and shall inure to the benefit of the successors, assigns and transferees of the parties hereto.

In witness whereof we have executed this agreement this 21st day of November, 2003.

Lake Largo Home Owners Association, Inc.

By Paul E. Scifetski, President

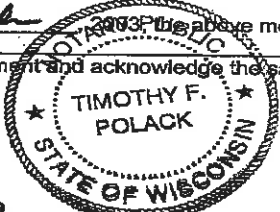
By Sean Wright, Treasurer

By James Kirme, Vice President

By Toni Jaeckels, Secretary

State Of Wisconsin)
) ss.
County Of Brown)

Personally appeared before me this 21st day of Novemb, 2003, the above mentioned
proved to be the persons who executed the foregoing instrument and acknowledge the same.



[Signature]
TIMOTHY F. POLACK, Notary
Public
My commission is permanent

Village of Lake Largo Condominium Association, Inc
By Gerald Mackenna, President

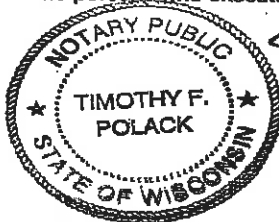
By Lois Y. Norris, Vice-President

By Barbara Basteyns, Treasurer

By Carolyn Goyne, Secretary

State Of Wisconsin)
) ss.
County Of Brown)

Personally appeared before me this 21st day of Novemb, 2003, the above mentioned Gerald Mackenna, Lois Norris,
Barbara Basteyns and Carolyn Goyne to me known or proved to be the persons who executed the foregoing instrument and
acknowledge the same.



[Signature]
Timothy F. Polack, Notary Public
My commission is permanent

Lake Management Committee (LMC) Rules

Use Of Lake Facilities:

Use of the lake is restricted to Lake Largo residents, their families and guests as provided herein.

1. All guests are to be supervised by Lake Largo resident at all times.
2. Children under 12, resident or guest, are to be supervised and attended by an adult or an appointed responsible party at all times when the child's activities occur in the area of the shoreline, on or in the lake or anytime they are present in an access area.
3. The use of the Lake and its facilities is at the risk of the user and/or their responsible party, such as, but not limited to, the case of non-adult users and those individuals with diminished capacities/capabilities.
4. Residents are encouraged to use the lake during the hours of 9:00 AM thru 9:00 PM. Residents wishing to use the lake outside these hours must do so without disturbing the other residents.
5. When engaging in any activity on or near the waters of Lake Largo every safety precaution must be exercised for your family's and your guest's protection. Remember this lake is 40 feet deep.
6. Users of the lake for winter activities such as ice-skating, fishing, skiing or just walking on should take great care in determining whether the ice conditions are safe enough for your purposes. Areas where the spring water enters the Lake do not freeze as firmly as the rest of the lake. Remember - the use of the lake is at the risk of the user.

Swimming:

1. The waters of Lake Largo are spring fed and the difference between water and air temperature can be quite dramatic at times. Swimmers should acclimate themselves to the water to ensure they are not shocked by the temperature changes in the lake.
2. Personal flotation devices may be used in the lake. Multi-person rafts and flotation devices are not permitted.
3. Scuba and snorkeling is allowed in the lake although a diver location device is required at all times.
4. Diving into the lake is not recommended. Various areas of the lake contain fishing cribs, large pieces of rock and other underwater structures that may cause injury to a diver. Rafts, floats or other devices for the purpose of diving/jumping into the water are not allowed.

Boating

1. No gasoline-powered engines shall be used on any boat in or on the lake. Manual or electric powered boats such as rowboats, canoes, small paddleboats or small sailboats are permitted. Electric motors are restricted to a power source not exceeding one (1) twelve (12) volt battery. Exceptions may be made by the LMC for purposes of treating, maintaining or surveying the lake.
2. Children under the age of 12 must wear a life preserver while boating. Life preservers are strongly recommended for anyone boating in Lake Largo for your safety.
3. All boats are required to carry life preservers for all individuals in the boat.
4. Lakeside storage of one boat per lakeside residence is permitted during the spring, summer, and fall months. All boats must be removed from the water prior to Thanksgiving of each year and stored out of sight or inconspicuously next to the lake-side residence.
5. Canoes and kayaks used on the lake are restricted to those that do not exceed 18' in length; all other types of boats are not to exceed 12' in length.

Additional Lakeside Owner recommendations:

- a) Place an identification label with your name, phone # and address in an obvious place in your boat. If your boat comes loose and drifts to another area of the lake it can be more quickly identified.
- b) It is recommended that the boats not be kept on the grassy area, but secured to a stake in the water and two other stakes be placed between the boat and shoreline. This prevents damage to the grass and reduces shoreline erosion.

and allows for proper and easier cutting of the lawn surrounding the shoreline. In the case of canoes or kayaks a simple inconspicuous rack may be used to hold the boat off the top of the water. Ask a LMC member for further details.

Fishing

1. While Lake Largo is a private lake and not subject to the Wisconsin DNR fishing regulations, good sportsmanship is strongly recommended. If you are not going to eat the fish you catch, a catch and release policy is recommended.
2. Fishing shall be permitted only by the use of a rod and reel, fishing pole or ice fishing tip up device. No nets, or other devices not mentioned may be used.
3. Portable, soft-side fishing shanties are permitted on the lake during daylight hours. Shanties are to be removed and stored out-of-site after each use. Shanties and/or ice fishing tip-ups are not to be unattended for longer than 15 minutes at a time.
4. Daily bag limits for fish shall follow those established for the Bay of Green Bay by the Wisconsin DNR in their current annual sport fishing regulations.

Ice Skating

1. Ice skaters should be aware that small semi-filled-in holes may exist in the ice for ice fishing. These depressions could present a trip hazard. Skaters should also be aware that the ice on the Lake is not maintained or developed in any manner for ice skating and that the condition and surface of the ice is strictly up to mother nature and may be hazardous at times.

Structures

1. No docks or launching areas are permitted or are to be constructed along the shoreline of the waters of Lake Largo without the review of the Lake Committee and the ultimate approval of both the Condominium Association Board and the Lake Largo Estates Home Owners Association Board.

Shoreline Protection, Erosion and Nuisance Control

1. The feeding of fish, geese, swans, ducks or other waterfowl is prohibited.
2. Lakeside residents are expected to immediately remove their pet excrement from areas of their property abutting the lake.
3. All owners of property abutting the lake shall take steps to prevent runoff during construction and shall landscape and maintain their property so as to prevent runoff of soils and erosion into the lake. Grass and/or other approved vegetation shall be planted and maintained to the high water line. Silt fencing may be used temporarily during construction or landscaping. If shoreline erosion occurs, the Lake Committee shall review the use of other materials and present for approval their use by both the Condominium Association Board and the Lake Largo Estate Homeowners Association Board.
4. The following recommendations are provided by the LMC and pertains to all condo owners and those home owners whose property abut the lake:

Phosphates are the one of the most common chemicals found in many lawn and garden products and has a significant impact on the water quality of the lake and its fishery. Additionally, everything that is or was living contains phosphorus. It is in leaves, lawn clippings, and animal waste. It is even attached to soil. When leaves, lawn clippings, animal waste, fertilizers, and soil runoff are carried to the lake, it provides excess phosphorus. This causes increased algae growth. Increased algae growth is observed as green algae blooms or "scum". It blocks sunlight and prevents other plants from growing. When it dies and decays, it takes much needed oxygen away from fish. To reduce phosphates in the lake:

- a. Do not use any lawn and garden chemical applications within 12' of the shoreline in order to prevent the application from washing into, and contaminating the lake.
- b. Use liquid rather than granular applications whenever possible. Granular applications are typically time-released and thus increase the risk that the application may eventually make its way into the lake.
- c. Please read your labels carefully and choose products with low or zero phosphate ratings. Fertilizer labels typically have a three number rating on the package such as "17-2-5" or "27-0-8". The second number, in this case the 2 and the 0 indicates the amount of phosphates contained in the application. Please use products with a phosphate rating of 2 or less. Ask a member of the LMC about the fertilizer application being used on the condo property if you would like further more specific information.
- d. Keep leaves and lawn clippings out of the lake whenever possible.
- e. Control soil erosion around your house.

- f. Because the storm sewer run off from the condg's private roads are diverted into the lake, condo owners should be aware that grass clippings, leaves, soil, fertilizers, and detergents used for washing their cars may inadvertently be diverted into the lake.

Common Access Areas

Two common lake access areas have been established on the lake, primarily for off-lake unit and home/land owners although any Lake Largo resident is invited to use them. One area is owned by the Villages of Lake Largo, a Condominium; the other is owned by the Lake Largo Home Owners Association. Both are bound by mutual restrictions and covenants regarding the Lake. Mutual easements have been executed to provide access to the Lake from and over the two designated common areas. Any unit or home/land owner may use either of these two common access areas. A third common area, on the north end of the Lake, is for the exclusive use of the Lake Largo Condo Association Residents. The following conditions cover the use of these common access areas.

1. All residents and their guests have the right to use the waters of Lake Largo and are encouraged to do so. Off-Lake residents should not trespass on the limited common area of condominium lake residents or on the properties of the lake home/land owners.
2. Offshore owners may bring a boat to the lake for use on a daily basis. All boats and other personal property must be taken from the common areas and returned each day to the owner's residence. No boats, trailers etc., may be stored or parked in the access area at any time, except on the street.
3. All residents are encouraged to use the common areas for swimming, fishing from shore, launching a boat, and viewing the beautiful waters of Lake Largo.
4. No camping, or barbecuing, is permitted.
5. Vehicles are not permitted on the grass of the access areas at anytime, not even for loading and/or unloading. Exceptions may be made for lawn and lake, maintenance equipment and vehicles.
6. Children under the age of 12 are to be supervised and attended by an adult while in access areas.

Miscellaneous Rules

1. Pets are not allowed in the waters of Lake Largo at any time.
2. No owner shall plant or attempt to plant fish or any other wildlife in the lake.
3. Personal property must be returned each day to the owner's residence and properly stored.
4. No snowmobiles or other motorized vehicles are allowed on the ice of Lake Largo at any time.

LEGAL DESCRIPTION:

The following described plats in the city of Green Bay, East side of Fox River, Brown County, Wisconsin..

Lake Largo Estates:

Lots 1 thru 4 (now known as 31 CSM 270, map #4889 and 31 CSM 273, map #4890), Lots 5 thru 11 and Outlot 1.

Lake Largo Estates First Addition:

Lots 12 thru 24 and Outlot 2.

Lake Largo Estates Second Addition:

Lots 25 thru 42.

Lake Largo Estates Third Addition:

Lots 43 thru 68.

Schubert:

Lots 1 thru 6.

And, the following described Condominium plats in the City of Green Bay, East side of Fox River, Brown County, Wisconsin:

Villages of Lake Largo a Condominium Phase I-Village of Beethoven, 1 Condo Plat 308, Doc #1142196.

Villages of Lake Largo a Condominium Phase II-Village of Beethoven, 1 Condo Plat 309, Doc #1142198: 1 Condo Plat 337, Doc. #1154289: 1 Condo Plat 346, Doc. #1157827: 1 Condo Plat 366, Doc. #1203269.

Villages of Lake Largo a Condominium Phase III-Village of Beethoven, 2 Condo Plat 27, Doc. #1416234 and as amended in 2 Condo Plat 31, Doc #1420627: 2 Condo Plat 50, Doc. #1432171: 2 Condo Plat 57, Doc. #1450366: 2 Condo Plat 76, Doc. #1477808: 2 Condo Plat 112, Doc. #1533651: 2 Condo Plat 140, Doc. #1572347.

Village of Lake Largo a Condominium Phase I- Village of Mozart, 1 Condo Plat 172 and amended in 1 Condo Plat 172.

Village of Lake Largo a Condominium Phase II- Village of Mozart, 1 Condo Plat 176.

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