

FIFTH AMENDED AND RESTATED
DECLARATION OF UNIT OWNERSHIP AND
OF EASEMENTS, RESTRICTIONS,
COVENANTS AND CONDITIONS

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STARLITE POINTE CONDOMINIUM

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Name and Return Address:
Lydia J. Chartre, Esq.
Husch Blackwell LLP
511 North Broadway,
Suite 1100
Milwaukee, WI 53202

(See Exhibit B for Parcel
Numbers)

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THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE

TABLE OF CONTENTS

CONDOMINIUM DECLARATION

STARLITE POINTE CONDOMINIUM

	<u>Page</u>
ARTICLE I DEFINITIONS AND LEGAL DESCRIPTION OF LAND	1
Section 1. Legal Description of Land	1
Section 2. Definitions.....	1
ARTICLE II PROPERTY AND UNITS	3
Section 1. Description of the Units	3
ARTICLE III COMMON ELEMENTS AND LIMITED COMMON ELEMENTS	4
Section 1. Ownership of Common Elements.....	4
Section 2. Limited Common Elements	4
Section 3. No Partition of Common Elements.....	4
ARTICLE IV OTHER PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS.....	5
Section 1. Owner’s Right to Ingress and Egress and Support	5
Section 2. Use of Units	5
Section 3. Use of Common Elements and Storage	5
Section 4. Prohibition of Damage and Certain Activities.....	5
Section 5. Animals	6
Section 6. Rules and Regulations.....	6
Section 7. Delegation of Use	6
Section 8. Separate Mortgages of Units.....	6
Section 9. Separate Real Estate Taxes	6
Section 10. Maintenance and Repairs of Units and Limited Common Elements.....	6
Section 11. Water Service.....	7
Section 12. Right of Entry	7
ARTICLE V ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.....	7
Section 1. Membership	7
Section 2. Voting Rights.....	7
Section 3. Supplement	8
Section 4. Proxy Voting.....	8
ARTICLE VI RIGHTS AND OBLIGATIONS OF THE ASSOCIATION.....	8
Section 1. The Common Elements.....	8
Section 2. Services.....	8
Section 3. Personal Property For Common Use	8
Section 4. Rules and Regulations.....	9
Section 5. Implied Rights.....	9
Section 6. Piers Beach.....	9

ARTICLE VII COVENANT FOR ASSESSMENTS.....	9
Section 1. Agreement to Pay Assessment.....	9
Section 2. Purpose of Assessments.....	9
Section 3. Annual Assessment.....	9
Section 4. Special Assessments.....	9
Section 5. Notice of Meetings.....	9
Section 6. Uniform Rate Of Assessment.....	10
Section 7. Date of Commencement of Annual Assessments.....	10
Section 8. Effect of Nonpayment of Assessments.....	10
Section 9. Reimbursement of Expenses by Owner Causing the Expense.....	10
ARTICLE VIII ARCHITECTURAL CONTROL.....	10
Section 1. Architectural Control Committee Authority.....	10
ARTICLE IX PARTY WALLS, SHARED MAINTENANCE.....	11
Section 1. General Rules of Law to Apply.....	11
Section 2. Sharing of Repair and Maintenance.....	11
Section 3. Right to Contribution Runs With Land.....	11
ARTICLE X INSURANCE AND RECONSTRUCTION.....	11
Section 1. Property Damage Insurance.....	11
Section 2. Additional Insurance.....	12
Section 3. Insurance Deductible.....	12
Section 4. Unit Owner Insurance.....	12
Section 5. Standards for All Insurance Policies.....	13
Section 6. Insurance Proceeds.....	13
Section 7. Determination to Reconstruct or Repair.....	13
Section 8. Plans and Specifications.....	13
Section 9. Responsibility for Repair.....	14
Section 10. Insurance Proceeds and Construction Fund.....	14
Section 11. Assessments For Deficiencies.....	14
Section 12. Surplus in Construction Funds.....	14
Section 13. Damage or Destruction of Unit.....	14
ARTICLE XI EASEMENTS, RESERVATIONS AND ENCROACHMENTS.....	14
Section 1. General Easements.....	14
Section 2. Encroachments.....	15
ARTICLE XII GENERAL PROVISIONS.....	15
Section 1. Claims and Remedies.....	15
Section 2. Severability.....	16
Section 3. Amendments.....	16
Section 4. Registered Agent for Service of Process.....	16
Exhibit A	Legal Description
Exhibit B	Units and Tax Parcel IDs

**FIFTH AMENDED AND RESTATED DECLARATION OF UNIT OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS
FOR
STARLITE POINTE CONDOMINIUM**

Starlite Pointe Condominium (the "Condominium") was created by a Declaration, recorded in the office of Register of Deeds for Sauk County on July 27, 1981 as Document No. 446559, as amended on July 27, 1984 as Document No. 468919, as further amended on June 28, 1985 as Document No. 476034, as further amended on July 10, 1989 as Document No. 526634, as further amended on November 1, 2012 as Document No. 1062969, and as further amended on January 12, 2016 as Document No. 1122056 (as amended, the "Declaration").

WITNESSETH:

WHEREAS, the Declaration contains portions which have become obsolete due to changes in the law, the turnover of control from Declarant to Starlite Pointe Owners Association, Inc. (the "Association"), and changes in common practice over the years;

WHEREAS, the Association desires to clarify and update the provisions of this Declaration through this Restatement, so that its covenants, as restated, will continue to run with the land and shall be binding on all subsequent owners and occupants of all or any part of the Condominium; and

WHEREAS, the real property (the "Property") subject to this Declaration is as described on Exhibit A appended hereto, and the addresses of the units that comprise the Condominium are as described on Exhibit B appended hereto;

NOW THEREFORE, the Association, pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act"), hereby amends and restates its Declaration as follows.

**ARTICLE I
DEFINITIONS AND LEGAL DESCRIPTION OF LAND**

Section 1. Legal Description of Land: The real estate which is hereby submitted and subjected to the provisions of the Condominium Ownership Act, Sections 703.01 to 703.28, Wisconsin Statutes, is legally described as set forth in Exhibit A, attached.

Section 2. Definitions:

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

"Association" shall mean and refer to the STARLITE POINTE OWNERS ASSOCIATION, INC., a corporation organized pursuant to Chapter 181 of the Wisconsin Statutes, its successors and assigns.

"Building" means a structure containing a Unit that has been constructed on the Property.

“Common Elements” mean all of the condominium except its units.

“Common Expenses and Common Surpluses” mean the expenses and surpluses of the Association.

“Condominium” means the property subject to the condominium Declaration.

“Condominium Instruments” mean the Declaration, plats and plans of the condominium together with the attached exhibits or schedules.

“Declaration” shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire document, as same may from time to time be amended.

“Guest” shall mean any person invited to stay in a Unit by the Unit Owner free of charge. Short-term renters shall not be considered “Guests,” as short term rental of Units is specifically prohibited in Article IV, Section 2 herein.

“Limited Common Elements” mean those common elements identified in the Declaration or on the condominium plat as reserved for the exclusive use of one or more but less than all of the Unit Owners, including, but not limited to, decks, planters, and exterior stairs which may be appurtenant to a Unit.

“Mortgagee” means the holder of any recorded mortgage encumbering one or more units or, a Land Contract vendor.

“Person” means an individual, corporation, partnership, association, trustee or other legal entity.

“Property” means the real estate described the original Declaration of Condominium and all subsequent amendments thereto, including unimproved land and land together with improvements’ thereon.

“Unit” is that part of the Condominium in a Building intended for the exclusive, independent, individual, private living use by or under the authority of its Owner, comprised of one or more contiguous or noncontiguous cubicles of air at one or more levels of space or in one or more rooms or enclosed spaces located on one or more floors or parts thereof, in a Building, with the following perimeters:

(a) Upper Boundary. The upper boundary of the Unit shall be the inner or lower surface of the supporting members of the roof above the highest level of the living area, extended to an intersection with the perimetrical boundaries.

(b) Lower Boundary. The lower boundary of the Unit shall be the upper surface of the unfinished floor of the lowest level of the Unit consisting of the garage and basement extended to an intersection with the perimetrical boundaries.

(c) Perimetrical Boundary. The perimetrical boundaries of the Unit shall be vertical planes of the inside surface of the studs supporting the interior walls, in either case extending to intersections with each other and with the upper and lower boundaries.

It is intended that the surface of each plane described above (be it tiles, wallpaper, paneling, carpeting, or otherwise covered), as well as the drywall, is included as part of each defined Unit. The Unit shall include, without limitation, all improvements now or hereafter located within such boundaries, including:

(a) (a) Windows and doors (with all opening, closing, and locking mechanisms and all hardware) that provide direct access to or within the Unit.

(b) Interior lights and light fixtures.

(c) Cabinets.

(d) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

(e) Outlets, switches, hardware, wiring and other appurtenances serving telephone, fax, cable television, computer internet, stereo or other sound systems, if any.

(f) All plumbing and hot water fixtures and heaters, and the piping, valves appurtenant to the Unit and other connecting and controlling materials or devices, including the water meter serving that Unit; fire sprinklers, if any, and water softeners, if any.

(g) The heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit.

“Unit Number” means the number, letter or a combination thereof, identifying a unit in this Declaration.

“Unit Owner” means a person, combination of persons, partnership or corporation who holds legal title to a condominium unit or has equitable ownership as a Land Contract vendee.

ARTICLE II PROPERTY AND UNITS

Section 1. Description of the Units: The Units of this Condominium and the Limited Common Element reserved to each are set forth on the Condominium Plat, as amended, and incorporated herein by reference. The Units and their tax parcel identification numbers are also described on Exhibit B attached hereto.

Every deed, lease, mortgage or other instrument may legally describe a Unit by identifying number and every such description shall be good and sufficient for all purposes as provided in the Act.

ARTICLE III COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 1. Ownership of Common Elements: Each Unit Owner shall be entitled to and own an undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners of the property, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such owner's Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his Unit. Each Unit's percentage of ownership in the Common Elements shall be the Number One (1) divided by the total number of Units subject to this Declaration.

Each Unit's percentage of ownership in the Common Elements shall be subject to such easements including the access easement described in Article XI, Section 1, or that the Association may hereinafter grant to the Village of Lake Delton, public utilities or for water service, all of which may be granted by the Board of Directors without the consent of the Unit Owners.

Section 2. Limited Common Elements:

A. Use and Maintenance: All Limited Common Elements appurtenant to a particular Unit shall be for the exclusive use of the owner or owners of such Unit. Each Unit Owner shall be responsible for repair, maintenance, and appearance of such Limited Common Element, at his own expense, including (without limitation) responsibility for breakage, damage, malfunction, and ordinary wear and tear. A Unit Owner shall not change the color, or otherwise decorate, restructure or adorn or change the appearance of any such Limited Common Element without the approval of the Architectural and Environmental Control Committee.

B. Parking Areas: Any parking area or portion of the property allocated to parking purposes unless otherwise designated in the condominium plat, shall be part of the Common Elements and not a Limited Common Element or a part of any individual Unit.

Driveways shall not be used for any purpose other than for ingress or egress to and from the Unit. Parking or standing in a driveway for more than 30 minutes shall not be permitted.

Unit Owners shall not park, nor shall they permit their families, guests, invitees or tenants to park upon, or block access to the parking areas of other Unit Owners. Improperly parked vehicles shall be subject to removal at the vehicle owner's expense. Additional parking restrictions may be set forth in the Rules and Regulations.

Section 3. No Partition of Common Elements: There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any structure applicable to condominium ownership; provided, however, that if any Unit shall be owned by two or more

co-owners as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit ownership as between such co-owners.

ARTICLE IV OTHER PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

Section 1. Owner's Right to Ingress and Egress and Support: Each owner shall have the right to ingress and egress over, upon and across the Common Elements necessary, or access to a unit, and such rights shall be appurtenant to and pass with the title to each Unit.

However, this right shall not include ingress and egress by any type of vehicle. No vehicles shall be allowed upon the Common Elements except that portion of the Common Elements which have been committed to roadways, driveways, parking areas or access easements as depicted on the Plat. Unit owners or their guests with physical limitations that necessitate special access over the Common Elements with their vehicle may do so, but healthy individuals do not have this privilege.

For the purpose of this paragraph, ingress and egress shall mean the vehicle traversing and remaining on the driveway as depicted on the Plat other than the designated parking area, the parking and traversing of which shall not exceed a period of more than 30 minutes.

Section 2. Use of Units: Each Unit shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. Only long term rentals (as may be defined and set forth in the Bylaws) are allowed. Short term rentals, including rental-by-owner/an entity run by the Unit Owner and those using services such as Air Bnb and VRBO, etc., are strictly prohibited. Should a Unit Owner advertise a Unit as being available for short term rental, such advertising will be considered a violation of this provision.

Section 3. Use of Common Elements and Storage: There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association except as specifically provided herein. Nothing shall be altered on, constructed or removed from the Common Elements except upon the written consent of the Association. No boathouses, garbage or rubbish containers shall be placed or kept in or on the Common Elements by any Unit Owner. The Association may, at its own expense, provide for docks, piers, and garbage containers on the Common Areas. Items such as Unit Owner wave runners, snowmobiles, and boat lifts, and Association piers and rafts will be allowed to be stored in Association designated locations, between specified dates with the before mentioned written consent of the Board of Directors.

Section 4. Prohibition of Damage and Certain Activities: Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof to increase the rate of insurance, on the premises or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Elements or any part thereof shall be committed by any Owner or any invitee of any Owner and each Owner shall indemnify and hold the Association and

the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees, to the Association or other Owners. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements or any part thereof. Nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing in the Unit.

Section 5. Animals: Animals shall be permitted subject to the Rules and Regulations.

Section 6. Rules and Regulations: No Owners shall violate the rules and regulations for the use of the Units and of the Common Elements as adopted from time to time by the Association, by and through its Board of Directors. Unit Owners may overturn, amend, or repeal any Rule set by the Board of Directors at an Owners' meeting by an affirmative vote of a majority of the owners.

Section 7. Delegation of Use: Any Owner may delegate, in accordance with the By-Laws or this Declaration, his right of enjoyment to the Common Elements and facilities to the members of his family, to the allowed tenants of his Unit, Guests (as defined in Article I above) or contract purchasers of his Unit who reside on the property and only to said individuals.

Section 8. Separate Mortgages of Units: Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective ownership interest in the Common Elements.

No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property of any part thereof, except his own Unit and his own respective ownership interest in the Common Elements.

Section 9. Separate Real Estate Taxes: It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the property as a whole, then each Unit Owner shall pay his proportionate share thereof, the allocation in respect to Common Elements to be in accordance with his respective percentage of ownership interest in the Common Elements.

Section 10. Maintenance and Repairs of Units and Limited Common Elements: Each unit owner shall be responsible for keeping the interior of his unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his unit. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each unit owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, furnaces, drywall, all wall finishes (e.g. paneling and other finishes) doors and windows (including replacement of broken glass), screens and screening, lighting fixtures, refrigerators, heating and air conditioning equipment, dishwashers, disposals, laundry equipment such as washers and dryers, ranges or other equipment which may be in, or connect with, the unit. Each unit owner shall keep the limited common elements appurtenant to his unit in good, clean,

sanitary and attractive condition, and in good repair, consistent with Article III, Section 2(A) above.

Section 11. Water Service: There is a water supply and distribution system and service for all of the Units. Units are separately metered and the water meter is a part of the defined Unit. It shall be the responsibility of the Association to maintain, repair and replace the water supply and distribution system or systems except that portion of the system or systems located within the Unit boundaries or within the Limited Common Element appurtenant to each Unit, the responsibility for which will be that of the Unit Owner.

Section 12. Right of Entry: In addition to the rights set forth in Section 703.32(4) of the Act, a right of entry to each Unit is reserved to the Association and its agents to service utility installations, including the right to install, lay, maintain, repair and replace wells, water mains and pipes, sewer lines, septic systems, gas mains, telephone wires and equipment, master television antenna system wires and equipment, cable television wires and equipment, internet wires and equipment or wireless equipment, electrical conduit wires and equipment, including power transformers, over, under, along and on any part of the Units, buildings, Common Elements and Limited Common Elements, to service the Condominium, provided request for entry is made in advance and at a convenient time for the Owner. In case of emergency, entry of a Unit may be made immediately, whether the Owner or Occupant of the Unit is or is not present and without liability to the Association or its agents. Any damage or loss caused as a result of such emergency entry shall be at the sole expense of the Owner if in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes. Additionally, an irrevocable right and easement is hereby granted and declared for the benefit of the Association to enter Units and to make repairs to Common Elements, Limited Common Elements, and/or the Unit when repairs reasonably appear necessary for public safety or to prevent damage to other portions of the Condominium. Except in cases involving manifest danger to public safety or Property, the Association shall make a reasonable effort to give notice to the Unit Owner of the need for entry and for the purpose of any repairs.

ARTICLE V ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership: Every Unit Owner shall be entitled and required to be a member of the Association. If title to a Unit is held by more than one person, each of such persons shall be members. A Unit Owner of more than one. Unit shall be entitled to one membership for each Unit owned by him. Each such membership shall be appurtenant to the Unit upon which it is based, and shall be transferred automatically by conveyance of that Unit. No person or entity other than a Unit Owner may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a lien on a Unit.

Section 2. Voting Rights: All Unit Owners shall have one (1) vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Unit. There can be no split vote.

Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

A Unit Owner against whom the Association has recorded a statement of condominium lien on the person's Unit who has not paid the amount necessary to release the lien at the time of a meeting shall not be permitted to vote at any meeting of the Association during the period of such time such amount remains unpaid.

Section 3. Supplement: The provisions of this Article are to be supplemented by the Articles of Incorporation and the By-Laws of the Association, provided, however, that no such supplement shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

Section 4. Proxy Voting: Proxy voting is allowed as detailed in the Bylaws.

ARTICLE VI RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Common Elements: The Association, subject to the rights of the Unit Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Elements and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. Without in any way limiting the foregoing, this shall include all painting, repair and maintenance of building exteriors, walls and roofs, maintenance and repair of septic systems and sewer disposal lines, wells and water distribution systems, walks, drives and access roads, and maintenance and repair of all land-scaping and recreational areas.

Section 2. Services: The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Common Elements, whether such personnel are furnished or employed directly by the Association, or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Common Elements or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection and other common services to each unit.

Section 3. Personal Property For Common Use: The Association may acquire and hold for the use and benefit of all of the Unit Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Unit Owners in the same proportion as their respective interests in the Common Elements. Such interest shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership in the transferor's beneficial interest in such property without any reference thereto. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Unit.

Section 4. Rules and Regulations: The Association, by and through the Board of Directors, may make reasonable rules and regulations governing the use of the Units and of the Common Elements, which rules and regulations shall be consistent with the rights and duties established in this Declaration. Unit Owners may overturn, amend, or repeal any Rule set by the Board of Directors at an Owners' meeting by an affirmative vote of a majority of the owners).

Section 5. Implied Rights: The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 6. Piers Beach: The piers and the beach are Common Elements. The Association Board will manage all operations of the piers, to include the placement and storage of Unit Owner's boat hoists.

ARTICLE VII COVENANT FOR ASSESSMENTS

Section 1. Agreement to Pay Assessment: Each Owner of any Unit by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association for the purposes provided in this Declaration, for the annual assessments, for special assessments, for capital improvements, and for any other matters as provided in this Declaration. Such Assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents, to pay for the improvement and maintenance of the Common Elements and such emergency repairs as the Association may deem necessary, and to pay for the obligations of the Association under this Declaration.

Section 3. Annual Assessment: The Board of Directors of the Association shall fix the annual assessment upon the basis provided above, provided however, that the annual assessment shall be sufficient to meet the obligations imposed by the Declaration.

Section 4. Special Assessments: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, any deficit and the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements including fixtures and personal property related thereto, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of each Class of voting members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice of Meetings: Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent (by one of the methods set forth in the Bylaws) to all members and any mortgagee who shall request such notice in writing not less than ten (10) days nor more than sixty (60) days in advance of the meeting.

Section 6. Uniform Rate Of Assessment: Both annual and special assessments must be fixed at a uniform rate for all Units and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: The annual assessments provided for herein shall commence upon conveyance of a Unit.

The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Unit Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association: Any assessment not paid when due, shall immediately become a personal debt of the Unit Owner and also a lien, as provided in the Act until paid and may upon resolution of the Association bear late fees and interest from the due date at a percentage rate to be set by the Association in the Rules and Regulations. The Association, by its Board of Directors, may revoke a Unit Owner's right to use the Common Element/Condominium amenities while the Unit Owner's account is delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the said lien against the property in like manner as a mortgage of real estate. In any such foreclosure, the Owner shall be required to pay assessments as they come due, and any unpaid assessments shall be added to the lien. The Association may bid in the Property at foreclosure sale, and acquire and hold, lease, mortgage and convey the same. If the Association has provided for collection of annual or special assessments in installments, upon default in the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full.

No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his Unit. A suit to recover a money judgment for unpaid expenses thereunder shall be maintainable without foreclosing or waiving the lien securing the same.

Section 9. Reimbursement of Expenses by Owner Causing the Expense: An Owner(s) is responsible for Association expenses that are incurred as a result of an action by this owner(s). These expenses will be charged back to the owner within 60 days of incurring the expense. The owner(s) must reimburse the Association within 30 days of receiving the invoice.

Should such owner(s) fail to make said reimbursement within said 30-day period, and/or if the Owner carries a delinquent assessment balance, his or her rights to use and enjoyment of the Common Facilities shall be immediately suspended and the Owner shall not be restored to good standing until the expiration of six (6) months following full payment of the applicable reimbursement and the payment of all costs associated with the collection of such reimbursement.

ARTICLE VIII ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee Authority: No exterior additions, enclosures, color changes or other alterations to any building, additional fences, or changes in

existing fences, hedges, walls, walkways and other structures shall be commenced, erected or maintained, until the plans and specifications showing the nature, kind, shape, height, color, materials, location and approximate cost of same shall have been submitted to and approved in writing as in harmony with the external design and location in relation to surrounding buildings in the development by an Architectural Committee composed of the Board of Directors of the Association or its representatives designated by the Board of Directors. In the event said Committee, or its representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will be deemed to have been given. If no application has been made to the Architectural Committee or its designated representatives, suit to enjoin or remove such additions, enclosures, color changes or other alterations may be instituted at any time. Neither the members of the Architectural Committee nor its designated representatives shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Architectural Committee. Exterior antennas or satellite dishes may be erected on a unit consistent with the Rules and Regulations.

If the Architectural Committee approves the application within the required 30 days, the Architectural Committee or its representatives will submit written approval to the Unit Owner. An existing deck may be screened in the future, subject to the architectural review process set forth above.

ARTICLE IX PARTY WALLS, SHARED MAINTENANCE

Section 1. General Rules of Law to Apply: Each wall which is built as part of the original construction of the buildings and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rule of law regarding party walls and liability for property damage due to negligence or willful acts or omission will apply thereto.

Section 2. Sharing of Repair and Maintenance: The cost of reasonable repair and maintenance of a party wall and/or any shared plumbing, utilities shall be shared by the Unit who makes use of the wall in proportion to such use.

Section 3. Right to Contribution Runs With Land: The right of any Unit Owner to contribution from any other Unit Owner under this Article shall be appurtenant to the land and shall pass to such Unit Owner's successors in title.

ARTICLE X INSURANCE AND RECONSTRUCTION

Section 1. Property Damage Insurance: The Board of Directors of the Association shall obtain, to the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightening, windstorm, hail, snow storm and other risks normally included within risk of loss extended coverage, including vandalism and malicious mischief, insuring all Common Elements, Limited Common Elements, Units and Unit upgrades or betterments, together with all service machinery appurtenant thereto, as well as all personal

property belonging to the association, but excluding any Unit Owner personal property, in an amount equal to the full replacement value, with code upgrades, without deduction for depreciation. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more unit owners, or the Association, or their agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The Board of Directors shall obtain a third-party insurance appraisal, to be updated at least every 5 years, to determine the full replacement value of the Property insured.

Section 2. Additional Insurance: In addition to the insurance required above, the Board shall obtain, to the extent available in the normal commercial marketplace, with the costs thereof to be borne as a Common Expense:

- A. Worker's compensation insurance;
- B. Liability insurance providing coverage in an amount not less than two million dollars (\$2,000,000) per occurrence for injury, including death, and property damage covering the Association, the Board of Directors, officers, and all agents and employees of the Association, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Property;
- C. Directors and Officers Insurance covering the officers, directors, property managers and volunteers;
- D. Fidelity insurance covering officers, directors, property managers, employees, and other persons who handle or are responsible for handling Association funds. Such insurance shall be in an amount at least equal to no less than three (3) months' operating expenses plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation; and

In addition to the insurance required above, the Board of Directors may obtain such other insurance, including cyber or automobile insurance, as it deems necessary.

Section 3. Insurance Deductible: In the event of any insured loss on the Association's master insurance policy, the Association's deductible shall be the responsibility of the person or entity (including the Association) who would be responsible for such damage under the Condominium Documents, in the absence of insurance. If the cause of loss originates within a Unit, the Unit Owner is responsible for the damage costs up to the Association's master insurance policy deductible. If the cause of the loss originates in more than one Unit or a Unit and the Common Elements, the responsibility for paying the Association's deductible shall be equitably apportioned by the Board in its sole discretion among the Unit(s) and/or Common Elements where the loss originated. .

Section 4. Unit Owner Insurance: The Unit Owners shall be responsible for and shall obtain insurance coverage for:

- A. The personal property within the Unit;
- B. Coverage A with special perils coverage added, which changes the perils covered from “named perils” to “all risks unless excluded”, which insurance should also cover Building/Additions and Alterations/Improvements and Betterments in an amount of at least the Association’s master policy deductible(s);
- C. Loss assessment coverage, at a minimum limit of the maximum amount that the insurer will cover of the Association’s master policy deductible(s);
- D. Special perils contents coverage; and
- E. Sewer backup and sump pump failure coverage.

Section 5. Standards for All Insurance Policies: All insurance policies provided under this ARTICLE X shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder’s rating of at least “A” and a financial rating of at least Class VII, as rated in the latest edition of Best’s Key Rating Guide, unless the board of directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

Section 6. Insurance Proceeds: The proceeds of such insurance shall be applied by the Association or by the corporate trustee on behalf of the Association for the repair or reconstruction of the Unit or Units; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policy shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions herein with respect to the application of insurance proceeds to reconstruction of the Unit or Units. Payment by any insurance company to the Association or to such corporate trustee of the proceeds of any policy and the receipt of release from the Association of the company’s liability under such policy shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be made pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provision hereof, or to see to the application of any payments of the proceeds of any policy by the Association or the corporate trustee.

Section 7. Determination to Reconstruct or Repair: If all or any part of the Common Elements become damaged or are destroyed by any cause, the damaged Common Elements shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to so repair or reconstruct. If such authorization is challenged, whether, through action taken at a meeting of Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners. and such repair or reconstruction shall be deemed approved if the votes appurtenant to any one Unit are cast in favor of such repair or reconstruction.

Section 8. Plans and Specifications: Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the construction of the damaged Common Elements, unless (1) a majority of the first Mortgagees (one

vote per mortgaged Unit) approve of the variance from such plans and specifications; and (2) the board of directors of the Association authorizes the variance in the case of reconstruction of or repair to the Common Elements. If a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

Section 9. Responsibility for Repair: In all cases after a casualty has occurred to the Common Elements, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

Section 10. Insurance Proceeds and Construction Fund: Insurance proceeds held by the Association as trustee pursuant to Article X, Section 1 shall be disbursed by the Association for the repair or reconstruction of the damaged Common Elements. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged Property has been completely restored or repaired as set forth in Article X, Section 6.

Section 11. Assessments For Deficiencies: If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be in proportion to each Unit Owner's percentage interest in the Common Elements. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

Section 12. Surplus in Construction Funds: All insurance proceeds and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements or any Property taken by eminent domain are referred to herein as "Construction Funds". It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective percentage interests in the Common Elements.

Section 13. Damage or Destruction of Unit: Following any damage or destruction to any improvements located within any Unit, the Unit Owner shall repair and restore such Unit to its condition prior to the damage or destruction as soon as possible but in any case within two hundred seventy (270) days of the damage or destruction.

ARTICLE XI EASEMENTS, RESERVATIONS AND ENCROACHMENTS

Section 1. General Easements: Easements are hereby declared and granted for the benefit of the Unit Owners and the Association for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, master television antenna system wires and equipment, and electrical conduits and wires and equipment, Including power transformers, over, under, along and on any part of the Common Elements. However, all of the aforesaid installations with the exception of the power transformers and all existing overhead utility services, shall be buried under the surface of the

common area with the cost of such underground installation to be borne by the installing party. By virtue of this easement it shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on said property and to excavate for such purposes. This easement shall in no way affect any other recorded easements on said premises.

The owners of Lot 3 of Sauk County Certified Survey No. 1184 have an access easement over that portion of the Common Elements which constitutes a roadway. This easement is depicted on the Plat.

Section 2. Encroachments: In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or construction of any Unit, and/or the deck associated with the Unit, (a) any part of the Common Elements encroaches or shall hereafter encroach upon any part of the Unit and/or the deck associated with the Unit; (b) any part of any Unit and/or the deck associated with the Unit encroaches or shall hereafter encroach upon any part of the Common Elements; or (c) or any portion of any Unit or the deck associated with the Unit encroaches upon any part of any other Unit or the deck associated with that Unit, valid easements for the maintenance of such encroachments are hereby established and shall exist for the benefit of such Units and/or the deck associated with the Unit so long as all or any part of the building containing such. Unit and/or the deck associated with the Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Owner or Owners of the Common Elements if such encroachment occurred due to the willful conduct of said Owner or Owners. This provision notwithstanding, the Association Board of Directors shall have the discretionary power to grant encroachment easements pursuant to Wis. Stats. §703.15(3)(b)(5) in regard to encroachments constructed prior to the date of this amendment, provided that the owner of the encroaching Unit and/ or the deck associated with the Unit, pays to the Association a sum equal to the fair market value, as determined by the Board, of that portion of the Common Element which has been made subject to the encroachment.

All easements and rights described herein are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all Unit Owners, purchasers and mortgagees and their heirs, personal representatives, administrators, successors and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this paragraph.

ARTICLE XII GENERAL PROVISIONS

Section 1. Claims and Remedies: The Association, or any Unit Owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, liens, and charges now or thereafter imposed by the provisions of this Declaration, the Bylaws, and the Rules and Regulations, subject to the following..

A. Owner Claims: Mediation and Arbitration Requirements. In the event that a Unit Owner or resident has a claim to assert against the Association or any member of the Board where the claim relates to or arises from the member's service on the Board, that claim must be

submitted to binding arbitration, with Resolute Systems, Inc. or such other arbitrator or arbitrator facility agreed to by the parties, or by the chief judge of the county if the parties can't agree upon an arbitrator and Resolute Systems, Inc. is no longer in business or has a conflict. The unit owner(s) and the Association shall each pay half the cost of the arbitration. Such claims must be commenced with the arbitrator within one year of the date that the Unit Owner or resident knew or should have known of the underlying facts giving rise to the claim. Such claims may also be submitted to non-binding mediation before or during arbitration at the election of the claimant, with both sides paying half the cost of the mediator. The Association shall also have the option of arbitrating a claim against a Unit Owner (any non-assessment collection and non-declaratory judgment-related claim) using the same procedure above.

B. **Attorney's Fees.** The prevailing party in any claim brought by or against the Association or a Director by a Unit Owner or resident shall be entitled to recover their attorney's fees and costs. In addition, for any claim that is mediated or arbitrated as set forth in Section A above, the Association is entitled to recover its pre-mediation and/or pre-arbitration attorney's fees and costs if it is ultimately the prevailing party.

C. **Damages.** The Association may assess a Unit Owner the actual damages the Association incurs from the Unit Owner's (its residents, occupants, or guests) failure to abide by the Condominium Declaration, Bylaws, or Rules and Regulations (the "Condominium Documents"). Where appropriate, the Association may also fine for violations of the Condominium Documents, and a schedule of progressive fines shall be set forth in the Rules and Regulations. There shall be a Grievance Procedure set forth in the Rules and Regulations, whereby a Unit Owner may contest the alleged violation. The decision of the Grievance Committee is final and binding. The Association may also assess to the Unit Owner interest and late fees on unpaid fines and assessments, as well as attorney's fees and costs incident to the Unit Owner's failure to abide by the condominium documents.

Section 2. **Severability:** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.

Section 3. **Amendments:** Except as otherwise provided by the Act with respect to termination of the condominium form of ownership, this Declaration may be amended by the written consent of sixty-seven percent (67%) of all Unit Owners.

Copies of amendments shall be certified by the President and Secretary of the Association in a form suitable for recording, A copy of the amendment shall be recorded with the Register of Deeds for Sauk County, and a copy of the amendment shall also be mailed or personally or electronically delivered to each Unit Owner at his address on file with the Association.

Section 4. **Registered Agent for Service of Process:** The registered agent for service of process shall be the one designated on file with the Wisconsin Department of Financial Institutions. At the time of recording this Restated Declaration, the registered agent is Prima Property Management, LLC, 6273 University Avenue, Suite E, Middleton, WI 53562.

This Fifth Amended and Restated Declaration complies with the requirements of the Declaration and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of Unit owners with not less than Seventy-five percent (75%) of the Unit Owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units to the extent required by the Act.

EXHIBIT A

LEGAL DESCRIPTION

Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, Starlite Pointe Condominium, in the Village of Lake Delton, Sauk County, Wisconsin.

EXHIBIT B

TAX PARCEL I.D./ UNITS

<u>Tax Key</u>	<u>Street Address</u>
0039-20100	Unit 1
0039-20200	Unit 2
0039-20300	Unit 3
0039-20400	Unit 4
0039-20500	Unit 5
0039-20600	Unit 6
0039-20700	Unit 7
0039-20800	Unit 8
0039-20900	Unit 9
0039-21000	Unit 10
0039-21100	Unit 11
0039-21200	Unit 12
0039-21300	Unit 13
0039-21400	Unit 14