

**DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS MAPLEWOOD RESORT CONDOMINIUMS**

**THIS DECLARATION** is made as of this 17 day of APRIL, 2001, by MAPLEWOODS CONDOMINIUMS, LLC, a Wisconsin Limited Liability Company, (hereinafter referred to as the "Declarant");

**WHEREAS**, the Declarant is the owner in fee simple of the property described in Section 1.03 below; and

**WHEREAS**, the Declarant desires to submit the property described in Section 1.03 below to the provisions of the Condominium Ownership Act of the State of Wisconsin pursuant to the terms and provisions of this Declaration;

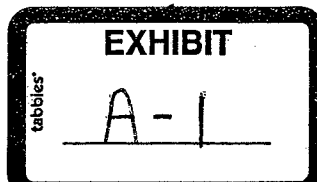
**NOW, THEREFORE**, the Declarant hereby makes this Declaration:

**ARTICLE I**

**DECLARATION OF CONDOMINIUM OWNERSHIP**

**Section 1.01 - Intent.** MAPLEWOODS CONDOMINIUMS, LLC, a Wisconsin limited liability company, hereinafter referred to as the "Declarant", as fee owner of the land described in Section 1.03 hereof, intends by the execution and recording of this Declaration that the land described in Section 1.03 below, the buildings and improvements constructed or to be constructed thereon and all easements, rights and appurtenances belonging thereto shall be subject to the condominium form of ownership and use in the manner provided by the Condominium Ownership Act of the State of Wisconsin (hereinafter the "Act"), the provisions of this Declaration, and the bylaws of the Maplewood Resort Condominiums Owners' Association, Inc., (hereinafter the "Association").

**Section 1.02 - Name and Address.** The name by which this condominium is to be known shall be "Maplewood Resort Condominiums" and its street address is 5214 Highway D, Eagle River, Wisconsin 54521.



**Section 1.03 - Description of Land.** The land which is subject to this Declaration is described as follows:

The boundary of Maplewood Resort Condominiums is as follows:

A parcel of land in the SE 1/4 of the SE 1/4, and the SW 1/4 of the SE 1/4, Section 18, and in the NE 1/4 of the NE 1/4, and the NW 1/4 of the NE 1/4, Section 19, Township 39 North, Range 9 East, Town of Sugar Camp, Oneida County, Wisconsin, more particularly described as follows:

Commencing at the Section Corner to Sections 17, 18, 19 and 20, marked by a 1-1/2" iron pipe; thence N85°52'33"W, 857.73 feet to the place of beginning, marked by a 3/4" iron pipe on the north right-of-way line of County Highway "D".

Thence N88°00'23"W, 558.69 feet along the north right-of-way line of County Highway "D" to a 3/4" iron pipe; thence leaving said right-of-way line, N4°08'13"W, 613.42 feet to a 1-1/2" iron pipe near the shore of Dam Lake; thence N64°51'43"E, 519.76 feet along the lake to a 3/4" iron pipe; thence leaving the lake S16°52'54"E, 526.87 feet to a 3/4" iron pipe; thence S3°12'24"W, 347.99 feet to the place of beginning.

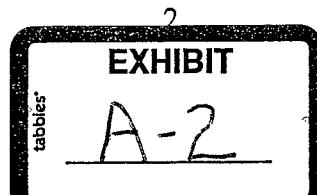
Including also all lands lying between the lakeshore meander line and Dam Lake.

**Section 1.04 - Condominium Plat.** The Declarant, contemporaneously with the recording of this Declaration, has filed for record in the office of the Register of Deeds for Oneida County, a condominium plat entitled "Maplewood Resort Condominiums" consisting of three (3) sheets, certified on January 29, 2001, by Stuart L. Foltz, R.L.S., Foltz & Associates, Inc. References herein to the "condominium plat" or "plat" shall be to said recorded plat. Attached hereto and incorporated herein by reference is a copy of the Condominium Plat of Maplewood Resort Condominiums, marked Exhibit "A".

## ARTICLE II

### CONDOMINIUM UNITS

**Section 2.01 - Description of Units.** Each unit is a separate individual unattached building except for units 9 through 16, which are vacant spaces the dimensions of which are shown on the plat. Each of units 9 through 16 include the right to construct and maintain a



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building within the unit's dimensions shown on the Plat boundary and to connect to all utilities and to improve limited common elements approved by the Association. Units 9 through 16 will be constructed after recordation of this Declaration by the purchaser of each unit or by the Declarant. There are a total of 16 units in the Condominium. Units 2 and 3 are seasonal homes and Units 1, 4, 5, 6, 7, and 8 are year round homes. Most units have vacant unit space in which construction additions by the unit owners is permitted. Any unit owner constructing additions to existing units (buildings) or new units must obtain all required town and county building permits. Units 17 - 32 are for garages/storage spaces only and they may not be inhabited at any time or used for any other purpose. Units 17 - 22 are constructed and consist of a single structure which houses spaces for 6 garage/storage units. Units 23 - 32 are vacant spaces which have not been improved with buildings. Declarant may construct these units in the space provided in the Plat or Declarant may sell these units and the buyer thereof shall have the right to construct a building or buildings in said units.

**Section 2.01.1 - Unit Boundaries.** Each unit consists of a cubicle of space that lies within the following boundaries:

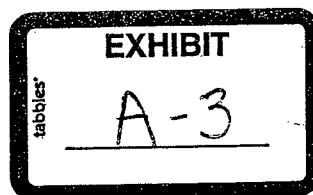
(a) The upper boundary is the plane formed by the exterior roof no more than three (3) stories high.

(b) The lower boundary is the plane fifteen feet beneath ground level below the unit.

(c) Notwithstanding the description of the boundaries set forth above, the boundaries shall be deemed to be extended to include within the unit the following: all portions of the plumbing, heating, electrical, and air conditioning systems (including furnaces, compressors, components, pipes, wires, conduits, ducts, and the like) serving only that individual unit; all windows, glass surfaces and doors (including frames) serving the unit.

(d) Perimeter boundaries of the units are the vertical planes of the outermost portion of the outer edge of the unit boundaries as shown on the Plat.

**Section 2.01.2 - Floor Plans.** The floor plans of each unit are shown on the Plat and include existing buildings and/or vacant unit space. Each unit (except Units 17 - 32) includes two limited common element parking spaces identified on the Plat. Unit 16 includes a garage/storage building on a separate location from the unit building space.



**Section 2.01.3 - Unit Designation.** Each unit is identified by unit number as shown on the Plat. The legal description of each unit shall hereafter consist of the unit number as shown on the Plat and reference to the recording data of this Declaration shall be a good and sufficient description for all purposes. The units are numbered 1 through 32.

**Section 2.02 - Maintenance and Alteration of Units.**

**Section 2.02.1 - Responsibilities of Association.** The Association shall maintain, repair and replace:

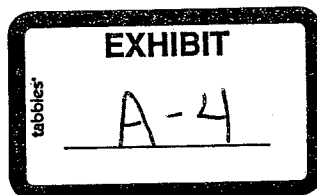
(a) All portions of the condominium not located within the boundaries of a Unit.

**Section 2.02.2 - Responsibilities of Unit Owners.** It shall be the responsibility of the unit owner:

(a) To maintain, repair, and replace at his/her own expense all portions of his/her unit and limited common element except the portions to be maintained, repaired or replaced by the Association;

(b) To maintain, repair and replace the separate wells of each unit. Units 1, 2, and 3 have a common well. The unit owners of those three units must share the expenses for this common well equally between themselves for operation, maintenance and replacement. These are shared unit expenses and not the responsibility of the Association. Unit owners may place new wells in the limited common element adjacent to their unit and are responsible for operation, maintenance and replacement thereof.

(c) To maintain, repair and replace at the owner's expense the individual septic system or shared septic system servicing the unit. Each unit owner shall be required either to repair and maintain his/her own septic system as necessary, or, in the case of septic systems which service more than one unit, the unit owners so served shall share equally in the cost and repair of such joint systems. Currently Units 1, 2, and 3 have a shared system and Units 6, 7, and 8 have a shared system. Units 4 and 5 have separate septic systems. Units 13, 14, and 15 must have either a combined system or all individual systems. Units 9, 10, 11 and 12 must have either a combined system or all individual systems and Unit 16 must have a separate system. In the event it becomes necessary to replace either an individual or a shared septic system, it must be placed where indicated on the plat or, if no area is designated on the plat, in a common area agreed upon by the other unit owners.



(d) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the unit or the limited common elements of the unit without approval by the Owner's Association.

(e) To promptly report to the Association any defect or need for repairs the responsibility for which is that of the Association;

### ARTICLE III

#### COMMON AND LIMITED COMMON ELEMENTS

**Section 3.01 Common Elements.** The common elements shall consist of the land and all other parts of the condominium property described in this Declaration, except the units and the limited common elements, and shall include the land, roads, landscaping, and all fixtures or equipment, electrical wiring, conduits, public utility poles and lines, water lines, and all other unassigned areas or items of personal property not located within the boundaries of a unit and not designated as limited common elements, whether shown on the Plat or not.

All piers and berthing spaces shown on the Plat are common elements subject to the control by the Owner's Association. The Owner's Association will determine how piers are used and designated to individual unit owners.

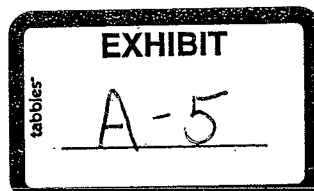
**Section 3.02 - Limited Common Elements.** The limited common elements shall consist of the following:

**Section 3.02.1 - Buffer Zone.** A limited common element area surrounds each unit and is for the exclusive use of the owner of the respective unit encompassed. The perimeters of these limited common elements are shown on the Plat. The buffer zone includes as limited common elements to the respective unit owner some or all of the following: portions of the driveway and walkways leading to the unit and parking areas immediately adjacent to the unit.

**Section 3.02.2 - Electric Service.** Each unit shall be separately metered and each unit owner shall be responsible for payment of its own electric account.

**Section 3.02.3 - Gas Service.** Each unit shall be separately metered and each unit owner shall be responsible for payment of its own LP gas/or natural gas account. Eithr LP and natural gas will be available to unit owners.

**Section 3.02.4 - Driveways and Vehicle Parking Areas.** The vehicle parking area contiguous to each unit is reserved as limited common element for the exclusive use of the respective unit owner to which the vehicle parking area is contiguous.

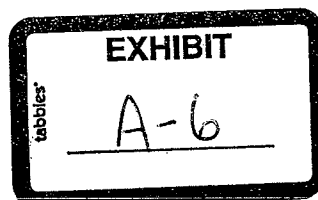


**Section 3.03 - Percentage of Ownership Interest.** Each unit owner shall be entitled to 6.25% of ownership in the common elements and the limited common elements of the condominium. The percentages of ownership interest appurtenant to each unit have been determined in accordance with the Act and shall remain constant unless hereafter changed by recorded amendment to this Declaration. Said ownership interest in the common and limited common elements shall be undivided interests, and the common and limited common elements shall be owned by the unit owners as tenants in common, in accordance with their respective percentages of ownership. The ownership of each unit and of the unit owner's corresponding percentage of ownership in the common and limited common elements shall not be separated. Notwithstanding the foregoing, Units 17 through 32 are garage/storage units (hereinafter garage units) which are identified on the Plat. These garage units will not be assigned to specific residents (1 - 16) at any time. These units (17 - 32) will have no interest in the common elements and limited common elements and will have no vote in the Association. The owners of Units 17 through 32 may transfer their garage units to other residential unit owners (1 - 16). Any transfer of a garage unit shall be in writing and shall be recorded with the Register of Deeds for Oneida County, Wisconsin. It is an absolute requirement that only Maplewood Resort Condominiums unit owners may own garage units. No unit owner may transfer, assign or lease or otherwise alienate any garage unit to any person or entity who is not an owner of a residential unit in the condominium. The owner of each garage unit shall pay a monthly assessment for each garage unit owned which shall include costs of insurance, utilities, maintenance and taxes (if applicable) on the garage unit. These assessments will be determined by the Owners Association. The boundary of each garage unit is as shown on the Plat.

**Section 3.04 - Transfer of Common and Limited Common Elements.** The percentage interest in the common and limited common elements of the condominium shall not be separated from the unit to which it appertains and shall be deemed to be leased, conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

**Section 3.05 - Maintenance of Common Elements.** The Association shall be responsible for the management and control of the common elements and shall cause the same to be kept properly maintained. The cost of such maintenance and repair by the Association shall be a common expense to be borne by the Association through assessment of unit owners as set forth in the Bylaws of the Association.

**Section 3.06 - Damage, Destruction or Condemnation.** If any common or limited common element is damaged or destroyed by fire, casualty or eminent domain, the repair, restoration or ultimate disposition shall be as provided in Chapter 703.18(2) of the Act.



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## ARTICLE IV

ASSOCIATION OF UNIT OWNERS

**Section 4.01 - Legal Entity.** This condominium shall be governed by an incorporated association of unit owners known as the "Maplewood Resort Condominiums Owners' Association, Inc." (the "Association").

**Section 4.02 - Membership and Voting Rights.** Membership in the Association is appurtenant to and shall not be separated from ownership of Units 1 through 16. There shall be one vote for each unit in all meetings of the Association. Votes may be cast by proxy. A vote may not be split, and in no event shall there be more than one vote cast with respect to any unit.

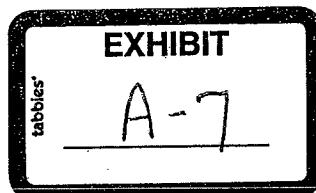
**Section 4.03 - Powers of the Association.** The Association may take any action authorized by this Act, this Declaration, the Association's Bylaws or any rules and regulations of the Association.

## ARTICLE V

POWERS OF DECLARANT AND OF ASSOCIATION OF UNIT OWNERS

**Section 5.01 - Declarant's Original Powers.** Until the conveyance by Declarant of 75% of the common element interest to purchasers, or until three years from the date the first unit is conveyed by the Declarant, whichever is earlier, the Declarant reserves all right to manage the affairs and to make all decisions of the Association and to exercise the powers and responsibilities otherwise assigned to the Association, or its officers, by this Declaration or Chapter 703, Stats. During this period, the Declarant shall have the full and exclusive right to take all action on behalf of the Association including but not limited to, the right to enter into leases and to make contracts and agreements for the maintenance, operation and management of the property, the determination, levy and collection of special assessments, and the enactment and enforcement of regulations for the use of the property.

Notwithstanding the above-described period of Declarant control, upon the conveyance of 25% of the common element interest to purchasers, the Association shall hold a meeting and the unit owners other than the Declarant shall elect at least 25% of the directors of the executive board. Upon the conveyance of 50% of the common element interest to purchasers, the Association shall hold a meeting and the unit owners other than the Declarant shall elect at least 33 1/3% of the directors of the executive board. Upon the conveyance of 75% of the common element interest to purchasers or 3 years from the date the first unit is conveyed by the Declarant, whichever occurs first, the Association shall hold a meeting and the unit owners other than Declarant shall elect an executive board of at least three directors and officers. The



officers and directors shall take office upon election.

**Section 5.02 - Association's Subsequent Powers.** After the period of Declarant control described in Section 5.01, the Association shall have the power and authority to operate and manage the property, in accordance with the Act. The Association and the Board shall be fully bound by all contracts concerning the property entered into by the Declarant during the period of its exclusive control.

## ARTICLE VI

### **COVENANTS, RESTRICTIONS, EASEMENTS AND ENCROACHMENTS**

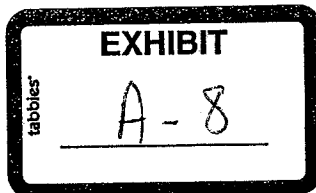
**Section 6.01 - Mutual Condominium Service Easements.** Easements are reserved over, through, and beneath the common elements for present and future utility services, including but not limited to, easements for gas lines, water pipes, sanitary sewer pipes, electrical wires, television or cable wires and yard lights whether shown on the Plat or not. Easements for such utility services are reserved to the Declarant, unit owners and occupants of the units and improvements and to their guests and invitees, without limitation, whether shown on the Plat or not. Easements for ingress and egress are reserved to the Association in, over and beneath units, their ceilings, floors and walls for the limited purpose of making repairs to any common elements. Each unit owner who constructs a building or addition in said owners space is entitled to extend utility lines to the newly constructed unit.

**Section 6.02 - Easements by Prescription.** No easement by prescription shall ever arise in the units or common elements.

**Section 6.03 - Encroachments Among Unit Owners.** If any portion of a unit or a common or limited common element encroaches upon another as of the date this Declaration is recorded, a valid easement for the encroachment and maintenance of the same, as long as it stands, shall and does exist. In the event a unit is partially or totally destroyed and then rebuilt, encroachments on parts of the common elements or units as described herein, due to construction, shall be permitted, and a valid easement for said encroachments and the maintenance thereof shall exist.

**Section 6.04 - Use Restrictions.** Any unit owner shall have the right to rent the unit, consistent with the use restrictions described herein and in accordance with the general rules and regulations as may be adopted from time to time from the Association. The right of a unit owner to rent out his/her unit may be amended only by an affirmative vote of 100% of the unit owners.

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**Section 6.04.1 - Units.** Each unit shall be occupied as a residence by the unit owner and his/her family or in accordance with the provision of Section 6.04.5 below. No unit may be subdivided into smaller units. Until all units are sold, Declarant reserves the right to maintain a model unit to be used as a sales office for demonstration and showing to prospective purchasers.

**Section 6.04.2 - Common and Limited Common Elements.** The common and limited common elements shall be used only for the purposes for which they are intended, including but not limited to the furnishing of services and facilities for the enjoyment of the unit owners.

**Section 6.04.3 - Nuisances.** No nuisances shall be allowed upon the condominium property, nor shall any use or practice which is the source of annoyance to unit owners or which interferes with the peaceful possession and proper use of the condominium property by unit owners. The condominium property shall be kept in a clean and sanitary condition, and no fire hazard shall be allowed to exist. No unit owner shall permit any use of his unit or make any use of the common elements which will increase the rate of insurance upon the condominium property, unless such use is duly approved by the Association.

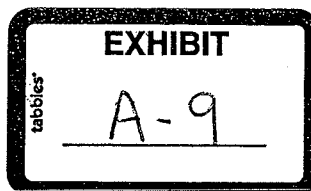
**Section 6.04.4 - Lawful Use.** No improper, offensive or unlawful use shall be made of any part of the condominium property and all valid laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification, or repair of the condominium property shall be complied with by the unit owners and/or the Association in the same manner as the responsibility for maintenance and repair of the property concerned as set forth herein.

**Section 6.04.5 - Leasing.** All leases or rental agreements relating to a unit shall be in writing and specifically be subject to the requirements of this Declaration and the Bylaws of the Association. See Article XII for same requirements.

**Section 6.04.6 - Signs.** No signs shall be displayed from a unit or from the condominium property except those signs as shall have advance written approval of the Association or as are required by Declarant under Section 6.04.10 below.

**Section 6.04.7 - Delegation of Use.** Any unit owner may delegate, in accordance with the Bylaws, his right of enjoyment of the common elements to the tenants of his unit and to contract purchasers of his unit.

**Section 6.04.8 - Rules and Regulations.** The Association may, from time to time, adopt rules and regulations governing the use and appearance of the condominium property. The rules and regulations may provide for reasonable monetary fines against unit owners who violate or whose guests or tenants violate the rules and regulations or the provisions of the Declaration.



**Section 6.04.9 - Indemnification.** No damage or waste of condominium property shall be committed by any unit owner, and each unit owner shall indemnify and hold the Association and the other unit owners harmless against all losses or costs resulting from any such damage or waste caused by a unit owner or his guests or tenants to the common elements or the units.

**Section 6.04.10 - Declarant's Use.** Until the Declarant has closed the sales of all of the units of the condominium, and the garage units, neither the unit owners nor the Association shall interfere with the sale of units. The Declarant may make such use of the unsold units and common elements without charge as may facilitate such sale, including but not limited to maintenance of a sales and administrative office, leases of unsold units, model units, the showing of condominium property, the display of signs and such other uses which are normally associated with the same and marketing of real property and units. Until the Declarant has closed the sales of all of the units, neither the unit owners nor the Association shall allow or cause to be placed on any unit any sign advertising a unit for sale.

**Section 6.04.11 - Responsibility of Declarant For Assessments.** Notwithstanding anything contained herein, the Declarant, prior to the conveyance of 75% of the common element interest to purchasers, shall not be responsible for paying to the Association maintenance fees on unsold units; provided, however, that the Declarant, during such a period of time, shall be responsible for and shall pay to the Association any deficit, if any, in the Association's operating budget within sixty (60) days after the close of the Association's calendar year. The deficit, if any, shall be computed without regard to the sinking fund for capital improvements, the Declarant being in no way responsible for contributing to the sinking fund for capital improvements.

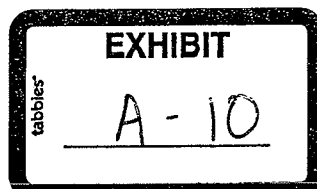
## ARTICLE VII

### MAINTENANCE AND OPERATION

**Section 7.01 - Association Duties.** The Association, as a charge to Common Expenses, shall pay for repair, replace and maintain:

(a) All Common Elements and Limited Common Elements for use of the Units including, for illustrative purposes only but not limited to: the lawn, trees and plantings, driveways, and parking spaces, underground utility lines, and parking lot and driveway lighting.

(b) Utility charges, utility installation charge, and advance deposits for Common and Limited Common Elements, including, for illustrative purposes only, but not limited to expenses for common elements for: water, electricity, sewer, trash removal.

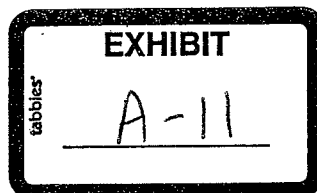


- (c) All wages for any Association Employee.
- (d) Such taxes as social security taxes, employers' taxes and sales tax.
- (e) Insurance in accordance with Article VIII of this Declaration.
- (f) All other expenses necessary to manage and maintain the Common and Limited Common Elements and to operate the Association.

In the event any repairs, replacements, or maintenance of Common Elements or limited Common Elements are made necessary by the intentional or negligent actions of any unit owner, the Association may assess, in whole or in part, the cost of any such repairs, replacements, or maintenance to the unit owners responsible, or the Association may direct such unit owner(s) to arrange for such repairs, replacements, or maintenance, to pay the costs thereof with the funds of the unit owner, and to procure and deliver to the Board such lien waivers as may be required to protect the property from all construction lien claims that may arise therefrom.

**Section 7.02 - Unit Owner's Duties and Obligations.** Each unit owner, at his own cost and expense, shall pay for, repair, replace and maintain:

- (a) All assessments made by the Association against his/her unit and his/her percentage of the Common Elements and Limited Common Elements. Declarant does not have to pay these assessments until 75% of the common element is sold. See Section 6.04.11 for Declarant's obligation.
- (b) All assessments made by the Association against his/her unit for repairs or maintenance for which the Association has deemed the unit owner responsible, pursuant to the preceding section.
- (c) All real property taxes, personal property taxes and any special assessments against his/her unit, his/her percentage of the Common Elements, and his/her percentage of the Limited Common Elements as may be assessed by Oneida County, the Town of Sugar Camp or any other governmental authority.
- (d) All buildings, equipment and improvements within the boundary of his/her unit.
- (e) Insurance costs for all improvements within the boundary of his/her unit, his/her personal property, and liability coverage for his/her unit, if desired.



(f) In the event a unit owner fails to maintain his/her unit as required herein, or makes any alternations or additions to the unit, the Limited Common elements or the Common Elements without the required written consent or otherwise violates or threatens to violate the provisions of this Declaration, the Association shall have the right to levy an assessment against the unit owner and the unit for such necessary sums to remove any unauthorized additions or alterations and to restore the property to good condition and repair as it existed prior to the alterations. Such an assessment, shall have the same force and effect as all other special assessments. The Association shall have the further right to have its employees or any subcontractors hired by it to enter a unit at all reasonable times to do such work as deemed necessary by the Board of Directors to enforce compliance with the provisions hereof.

**Section 7.03 - Unit Owner's Responsibilities.** Each unit owner agrees as follows:

(a) The unit owner shall not cause anything to be affixed or attached to hung, displayed or placed on the exterior walls, doors or windows of any buildings within the unit nor the Limited Common Elements or the Common Elements, nor shall they cause any type of ground coverage to be installed, nor shall they grow any type of plant, shrubbery, flower, vine or grass outside any building within their unit; nor shall they place any furniture or equipment outside any building within their unit except with prior written consent of the Board of Directors, and further, when approved, subject to the rules and regulations adopted by the Board of Directors.

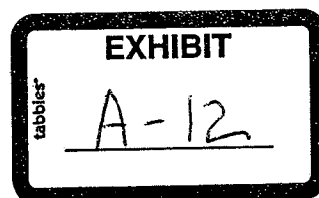
(b) Each unit owner agrees not to make or cause to be made any structural addition, alteration, repair, replacement or change of the common elements or to the outside or exterior portion of any building within their unit without the prior written consent of the Board of Directors of the Association.

(c) To maintain in good condition and repair his/her unit and any buildings within his/her unit. To make such alterations or improvements within his/her unit as desired, provided that such alterations or improvements do not materially affect the appearance of the unit as viewed from the exterior.

(d) To be bound by the Rules and Regulations of the Association, and any Rules and Regulations subsequently adopted by the Board of Directors of the Association. The Association shall conduct an architectural review function with respect to any structures built or modified within each unit.

(e) To erect no signs, advertisements or notices of any type of the Common Elements, Limited Common Elements or his/her unit and to erect no exterior antennae or aerials, except as consented to by the Board of Directors.

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**ARTICLE VIII****INSURANCE**

**Section 8.01 - Association Responsibility.** The Association shall pay for and keep in force the following kinds of insurance:

(a) Public liability, and non-owned automobile insurance in the name of the Association and in such amounts and with such coverage as the Association shall determine, with a minimum coverage of One Million Dollars (\$1,000,000.00), combined single limit.

(b) Workmen's Compensation insurance as may be necessary to meet the requirements by law.

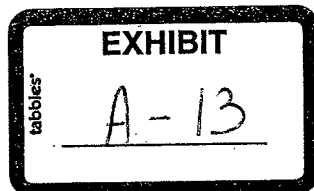
(c) Such other insurance as the Association shall determine from time to time to be desirable, such as insurance on the garage units.

**Section 8.02 - Unit Owner Responsibility.** Each unit owner shall pay for and keep in force the following kinds of insurance:

(a) Multi-peril property insurance on the unit, its building(s), contents, and improvements as the owner deems appropriate.

(b) Public liability insurance in the names of those having an interest in the unit and also naming the Association and Declarant as named insureds with minimum coverage of Three Hundred Thousand (\$300,000.00), combined single limit. Proof of insurance will be provided by each unit owner to the Association and/or Declarant upon request by either.

**Section 8.03 - Association as Agent.** The Association is hereby irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the property, for the purpose of adjusting or compromising and settling all claims arising out of insurance policies purchased by the Association, and the Association is empowered to execute and deliver releases upon the payment of claims.



## ARTICLE IX

### ASSESSMENTS

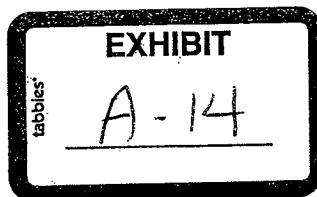
The making and collection of assessments against unit owners and units for Common Expenses shall be pursuant to the Bylaws and subject also to the following provisions:

**Section 9.01 - Shares.** Each unit owner (other than the Declarant whose responsibility for payment is set forth in Section 6.04.11) shall be liable and pay the Association for its proportionate share of the Common Expenses, as determined according to each unit owner's proportionate interest in the Common Elements compared to the total of owners proportionate interests. Each unit owner shall have a proportionate share in the Common Profits, such shares being the same proportion as the owner's liability for the Common Expense. Declarant is not responsible for any assessments on Declarant's units that have no building(s). For purposes of this paragraph a building is considered to exist at the time of visible commencement of construction.

**Section 9.02 - Payment Date.** Assessments shall be paid monthly, in advance, or in such other installments as the Association may determine from time to time. Special assessments shall be paid at such time or times in a lump sum or in such installments as the Association may determine.

**Section 9.03 - Interest on Delinquent Assessments.** Assessments paid within thirty (30) days after the date due shall not bear interest. All sums not paid within thirty (30) days after the date when due shall bear interest at the rate of twelve percent (12%) per annum from the due date until paid. All payments on account shall be applied first to interest and then to the earliest assessment due. At the sole discretion of the Board of Directors, a late charge of \$25.00 for each assessment not paid when due shall be due and payable.

**Section 9.04 - Lien for Nonpayment of Assessments.** The Association shall have a lien, effective the date an assessment is made, upon any unit for unpaid assessments against that unit. This lien shall be prior to all liens, except those liens set forth in Wis. Stat. Sec. 703.16(6), including, but not limited to, all sums due on a first mortgage recorded prior to the date of the assessment, interest, and costs of collection, including actual attorney's fees. The lien may be recorded in the Office of the Register of Deeds of Oneida County, Wisconsin, by an instrument executed by the Association, and the lien may be foreclosed. The unit owner shall be personally liable for all unpaid assessments, interest, and costs of collection including actual attorney's fees, and this liability shall not terminate upon transfer of ownership, or abandonment of occupancy by the Owner. All actual attorney's fees incurred by the association to collect unpaid assessments shall be the responsibility of the delinquent unit owner. No unit owner may withhold payment of an assessment, or any part of it, because of any dispute which may exist among a unit owner, the Association, the Declarant, or any of them but, rather, the unit owner shall pay all assessments pending resolution of any dispute.



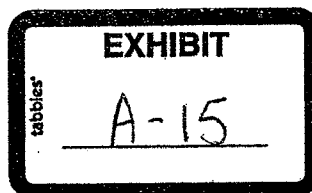
The Board of Directors may take such actions as it deems necessary to collect assessments by personal action, or by enforcing the foreclosure of said liens. The Board may settle and compromise such claims if in the best interests of the Association. The Association shall be entitled to bid at any sale held pursuant to the suit to foreclose an assessment lien, and to apply as a cash credit against this bid, all amounts due the Association covered by the lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the unit during any of the occupancy following entry of a judgment of foreclosure, and the Association in its foreclosure shall be entitled to the appointment of a receiver to collect the same from the unit owner or occupant.

**Section 9.05 - Foreclosure By First Mortgagee.** Where the holder of an institutional first mortgage of record obtains title to the unit as a result of foreclosure of the first mortgage, or when an institutional first mortgagee accepts a deed to a unit in lieu of foreclosure, the mortgagee shall not be liable for the share of Common Expenses or assessments by the Association pertaining to such unit which became due prior to the acquisition of title as a result of the foreclosure or acceptance of deed in lieu of foreclosure. Such unpaid share of Common Expenses or assessments shall continue as a lien on such unit, which shall be paid at the time of, or prior to, a subsequent sale. However, the mortgagee shall be responsible for payment if the share of Common Expenses or assessments by the Association pertaining to such unit which become due after the acquisition of title as a result of the foreclosure or acceptance of a deed in lieu of foreclosure.

## ARTICLE X

### RIGHT OF FIRST REFUSAL OWNERSHIP BY ASSOCIATION

**Section 10.01 - Sale of Unit:** Except for a resale back to the Declarant, no unit owner shall at any time sell, convey, contract to sell, or lease his/her unit, whether by operation of law or otherwise, without first complying with the provisions contained in this paragraph. No such sale, conveyance, contract of sale, or lease in excess of one (1) year, or similar alienation of any other kind, shall be made unless the Association is given no less than twenty (20) days prior written notice of the terms thereof, together with the name and address of the proposed purchaser or grantee. The Association shall at all times have the first right to purchase or lease such unit upon the same terms as those upon which it is offered, which option shall be exercisable for a period of twenty (20) days following the date of receipt of such notice. If the option is not exercised by the Association within said period, the unit owner may convey such unit to the proposed purchaser upon the terms specified in the notice. Nothing in this paragraph shall prevent a unit owner from leasing his/her unit for a duration of less than one (1) year on terms as the unit owner deems appropriate, provided the lessee shall be subject to the restrictions on use contained in this Declaration and Rules and Regulations of the Association.



**Section 10.02 - Gift or Devise.** A unit owner shall have the unrestricted right to dispose of his/her unit by gift or devise to his/her spouse or his/her heirs at law, or to a trust under which such persons are named as beneficiaries. In the event that the unit owner desires to dispose of his/her unit by gift or devise to other than his/her spouse or his/her heirs at law, or to a trust under which other than such persons are the named beneficiaries, said unit owner (if by gift) or his/her Personal Representative (if by devise) shall give the Association written notice thereof no less than thirty (30) days prior to the time of the proposed transfer, which notice shall include the name and address of the proposed donee or devisee. The Association shall have the right and option to purchase such unit at the fair market value at the time of transfer, as determined by a panel of three (3) qualified appraisers, one of which shall be selected by the unit owner or his/her legal representative, one by the Association, and the third by the unit owner or his/her Personal Representative. The Association must give notice of its intent to exercise such option within thirty (30) days after the receipt of such notice from the unit owner or his/her Personal Representative, as provided herein, or the option shall expire as to that proposed transfer.

**Section 10.03 - Foreclosure.** The Association may bid upon and purchase any unit which becomes the subject of a foreclosure action or tax sale, or is involved in an action in bankruptcy, or which becomes available for purchase for any reason whatsoever, whether by operation of law or otherwise.

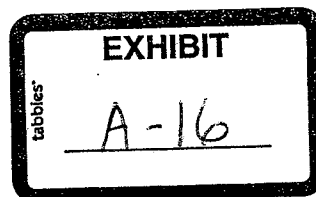
**Section 10.04 - Consent of Unit Owners.** The Association shall not exercise any of the options herein set forth to purchase without the unanimous consent of the owners, other than the unit being conveyed.

**Section 10.05 - Ownership By Association.** A unit acquired by the Association shall be held of record in the name of the Association, or such nominee as it shall designate, for the benefit of all of the unit owners. Said unit ownership of interest therein may be sold or leased by the Association for the benefit of the members. All proceeds of such sale or leasing after repayment of the borrowed funds and special assessments levied for such purposes shall be deposited in such funds as the Association may establish, and may thereafter be disbursed at such time and in such manner as the Association shall determine. The Association may rent or lease its own properties, but shall not act as rental agent for any unit owner.

## ARTICLE XI

### MISCELLANEOUS PROVISIONS

**Section 11.01 - Amendment to the Declaration.** Except for the rights reserved to the Declaration in Section 1.05, this Declaration may be amended only in accordance with Section 703.09(2), Stats., or in accordance with such statutory provisions as succeed that section. However, any amendment to this Declaration affecting the percentages of ownership interest in



BOOK 1024 PAGE 337

the common elements, votes in the Association, or boundaries of units, common elements, shall require the unanimous vote of all unit owners. Any amendment must comply with all applicable zoning ordinances. Any amendment must comply with the applicable Oneida County Zoning Ordinance and a copy of such amendment shall be furnished to the Oneida County Planning and Zoning Office.

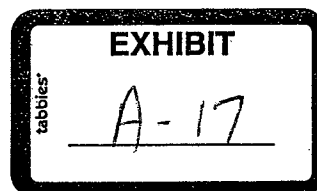
**Section 11.02 - Termination.** In the event the unit owners agree to terminate this condominium and remove the property from the provisions of the Act, the property shall be divided between the unit owners so as to correspond to the legal descriptions set forth in Article II of this Declaration. To the extent necessary, such division shall be governed by Chapter 842 of the Wisconsin Statutes in lieu of proceeding in accordance with Section 703.28 of the Act.

**Section 11.03 - Service of Process.** At the time of the adoption of this Declaration, the registered agent for service of process shall be William D. Brandenburg, 5214 Highway D, Eagle River, Wisconsin 54521. Change of agent for service of process may be accomplished by unanimous vote of the Association, which change of agent shall be filed with the Register of Deeds for Oneida County.

## ARTICLE XII

### MANAGEMENT AGREEMENT

The Declarant has entered into a Management Agreement with Maplewood Resorts, LLC to hire that company as the exclusive rental agent and manager for the Condominium. A copy of said Agreement will be attached to the Disclosure Materials required by Section 703.33 Wis. Stats. A unit owner may personally lease his or her unit. If, however, the unit owner decides to use a third party to perform rental services for a unit, then Maplewood Resorts, LLC must be used as the exclusive rental agent. Declarant has determined that the use of one rental agent who is also the manager of the condominium is in the best interests of all unit owners.



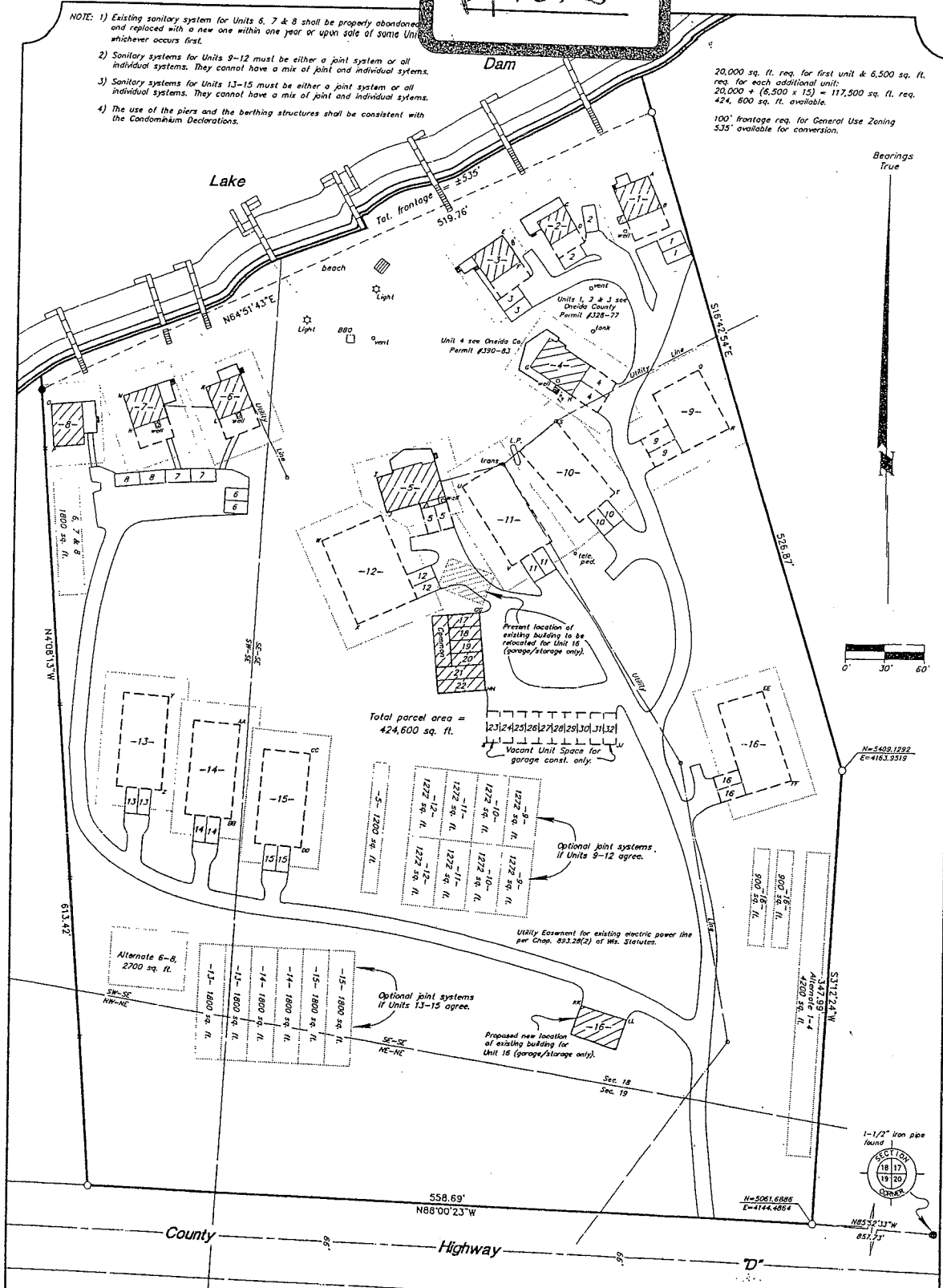


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1910F3

- NOTE: 1) Existing sanitary system for Units 6, 7 & 8 shall be properly abandoned and replaced with a new one within one year or upon sale of said Units whichever occurs first.
- 2) Sanitary systems for Units 9-12 must be either a joint system or all individual systems. They cannot have a mix of joint and individual systems.
- 3) Sanitary systems for Units 13-15 must be either a joint system or all individual systems. They cannot have a mix of joint and individual systems.
- 4) The use of the piers and the berthing structures shall be consistent with the Condominium Declarations.

20,000 sq. ft. req. for first unit & 6,500 sq. ft. req. for each additional unit:  
20,000 + (6,500 x 15) = 117,500 sq. ft. req.  
424,600 sq. ft. available.

100' frontage req. for General Use Zoning  
535' available for conversion.



**LEGEND**

Unit Boundary

Existing Building

Vacant Unit Space

Unit Boundary

Boundary of Limited Common Element (15' typ.)

● = 1-1/2" iron pipe found

○ = 3/4" iron pipe set previously by Foltz & Assoc., Inc., see Oneida County Surveyor's Map #0-4427.

NOTE: All iron pipe diameters shown herein are nominal dimensions.

**FINAL**

**MAPLEWOOD RESORT CONDOMINIUMS**

Being part of the  
SE 1/4 of the SE 1/4  
and part of the  
SW 1/4 of the SE 1/4  
SECTION 18  
and part of the  
NE 1/4 of the NE 1/4  
SECTION 19, R9E

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contain

**EXHIBIT**

A-19

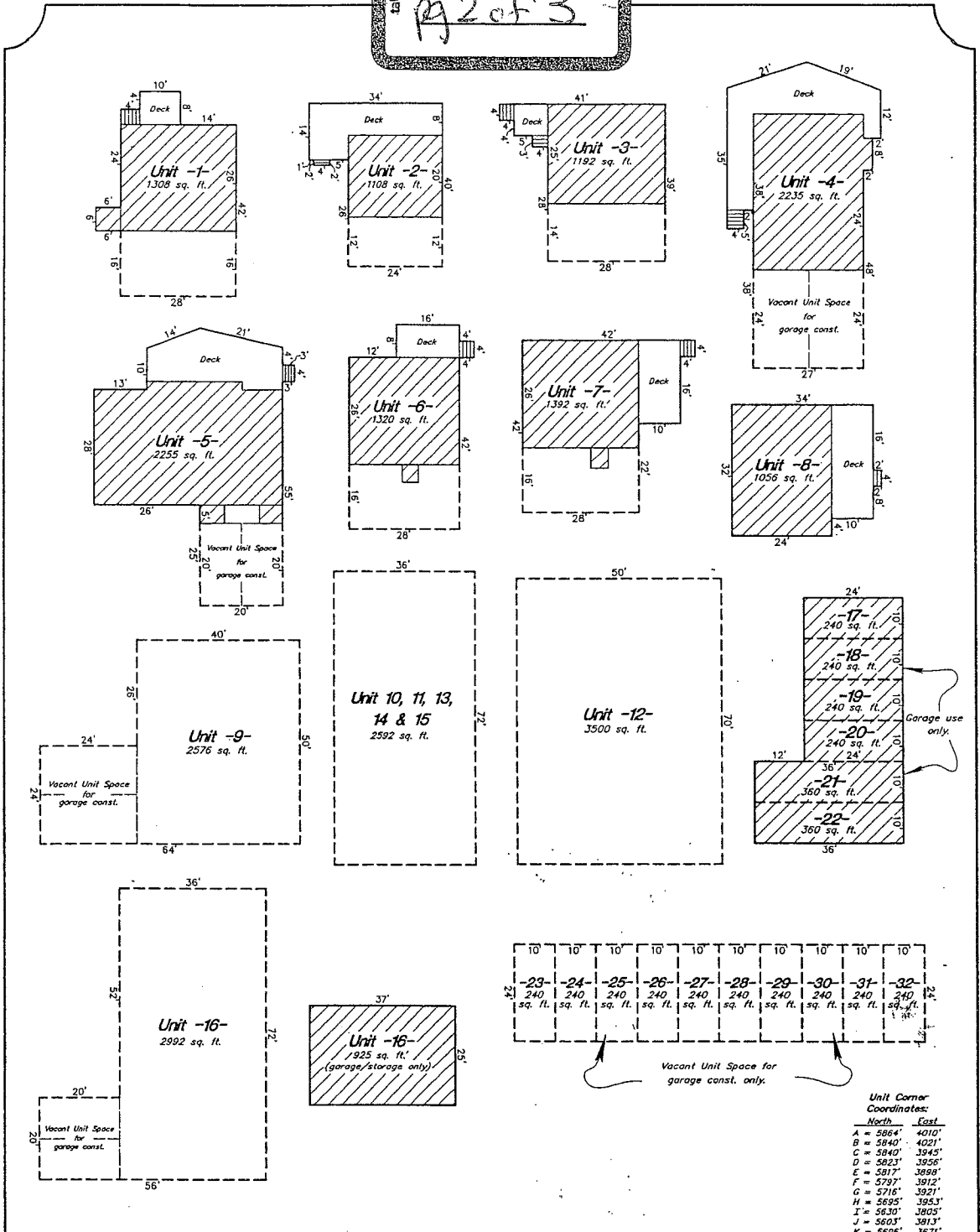
**Foltz and Associates, Inc.**

Surveyors  
Engineers

8612 Highway 51 North, Minocqua, Wisconsin 54548  
(715) 356-9485 fax (715) 356-1841

C. Winkler 158,16-18-399  
1&2-19-399

tabbies  
A-19

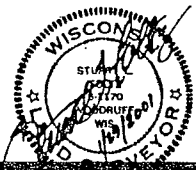
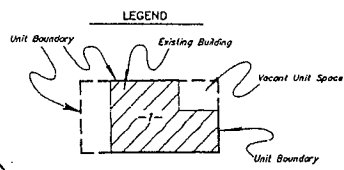


**Unit Corner Coordinates:**

North	East
A = 5864'	4070'
B = 5840'	4021'
C = 5840'	3945'
D = 5821'	3956'
E = 5917'	3898'
F = 5793'	3912'
G = 5716'	3921'
H = 5695'	3953'
I = 5630'	3805'
J = 5603'	3813'
K = 5696'	3671'
L = 5672'	3681'
M = 5689'	3606'
N = 5664'	3515'
O = 5682'	3549'
P = 5650'	3552'
Q = 5716'	4051'
R = 5672'	4075'
S = 5675'	3941'
T = 5621'	3988'
U = 5624'	3870'
V = 5663'	3909'
W = 5580'	3763'
X = 5516'	3792'
Y = 5457'	3645'
Z = 5385'	3640'
AA = 5437'	3701'
BB = 5365'	3695'
CC = 5415'	3726'
DD = 5341'	3749'
EE = 5469'	4103'
FF = 5401'	4125'
GG = 5527'	3885'
HH = 5486'	3890'
II = 5426'	3891'
JJ = 5426'	3991'
KK = 5226'	3966'
LL = 5214'	4001'

**FINAL**  
**MAPLEWOOD RESORT CONDOMINIUMS**  
Town of Sugar Camp  
Oneida County, Wisconsin

NOTE: For proper orientation to north see sheet 1.



**Foltz and Associates, Inc.**  
Engineers  
8612 Highway 51 North, Minocqua, Wisconsin 54548  
(715) 356-9485 fax (715) 356-1841

FINAL  
 MAPLEWOOD RESORT CONDOMINIUMS  
 Being part of the  
**SE1/4 of the SE1/4**  
 and part of the  
**SW1/4 of the SE1/4**  
**SECTION 18**  
 and part of the  
**NE1/4 of the NE1/4**  
 and part of the  
**NW1/4 of the NE1/4**  
**SECTION 19, T39N, R9E**  
 Town of Sugar Camp  
 Oneida County, Wisconsin

SURVEYOR'S CERTIFICATE

I, Stuart L. Foltz, Registered Land Surveyor No. S-1170, hereby certify that, in full compliance with the Chapter 703 of the Wisconsin Statutes and Section 9.51 of the Oneida County Zoning and Shorelands Protection Ordinance and under the direction of Maplewood Condominiums, LLC, I have surveyed and mapped Maplewood Resort Condominiums; that this plat consisting of 3 sheets correctly represents the exterior boundary of said condominium; and that the identification of each proposed unit and common element can be determined therefrom. Diagrammatic floor plans of each unit are shown on Sheet 2.

The boundary of Maplewood Resort Condominiums is as follows:

A parcel of land in the SE1/4 of the SE1/4, and the SW1/4 of the SE1/4, Section 18, and in the NE1/4 of the NE1/4, and the NW1/4 of the NE1/4, Section 19, Township 39 North, Range 9 East, Town of Sugar Camp, Oneida County, Wisconsin, more particularly described as follows:

Commencing at the Section Corner to Sections 17, 18, 19 and 20, marked by a 1-1/2" iron pipe; thence N85°52'33"W, 857.73 feet to the place of beginning, marked by a 3/4" iron pipe on the north right-of-way line of County Highway "D".

Thence N88°00'23"W, 558.69 feet along the north right-of-way line of County Highway "D" to a 3/4" iron pipe; thence leaving said right-of-way line, N4°08'13"W, 613.42 feet to a 1-1/2" iron pipe near the shore of Dam Lake; thence N64°51'43"E, 519.76 feet along the lake to a 3/4" iron pipe; thence leaving the lake S16°42'54"E, 526.87 feet to a 3/4" iron pipe; thence S3°12'24"W, 347.99 feet to the place of beginning.

Including also all-lands lying between the lakeshore meander line and Dam Lake.

Dated at Minocqua, Wisconsin  
 this 29<sup>th</sup> day of January, 2001.

*Stuart L. Foltz*  
 Stuart L. Foltz  
 Registered Land Surveyor No. S-1170



OWNER'S CERTIFICATE OF DEDICATION

We hereby certify that the land described on this plat was plotted creating Maplewood Resort Condominiums, as represented on this plat. We also certify that this plat is required by Oneida County Zoning and Shorelands Protection Ordinance to be submitted to the Oneida County Planning and Zoning Committee and the Town Board, Town of Sugar Camp.

William D. Brandenburg, President  
 Maplewoods Condominiums, LLC

Dawn M. Brandenburg, Secretary  
 Maplewoods Condominiums, LLC

STATE OF WISCONSIN )  
 ONEIDA COUNTY ) ss.

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2001, the above named William D. Brandenburg and Dawn M. Brandenburg, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, County of \_\_\_\_\_, State of Wisconsin  
 My commission expires: \_\_\_\_\_

CERTIFICATE OF COUNTY PLANNING AND ZONING COMMITTEE

Resolved that Maplewood Resort Condominiums, is hereby approved by the Oneida County Planning and Zoning Committee on this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

Date \_\_\_\_\_ Steven R. Osterman, Administrator

TOWN BOARD RESOLUTION

Resolved, that Maplewood Resort Condominiums, in the Town of Sugar Camp, Maplewood Condominiums, LLC, owner, is hereby approved by the Town Board.

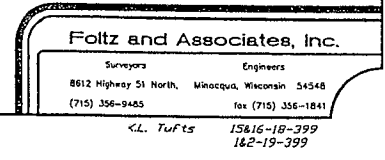
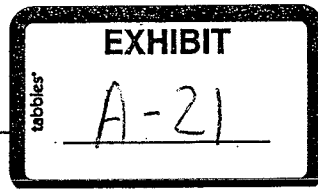
Date \_\_\_\_\_ Scott Holewinski, Town Chairman

I hereby certify that the foregoing is a copy of a resolution adopted by the Town Board of the Town of Sugar Camp.

Date \_\_\_\_\_ John Bigley, Town Clerk

Received for Record this \_\_\_\_\_ day of \_\_\_\_\_, 2001 at \_\_\_\_\_ o'clock \_\_\_\_\_ m., and recorded in Volume \_\_\_\_\_ Plats, on page \_\_\_\_\_.

Thomas H. Leighton, Oneida County Register of Deeds



534254

FIRST AMENDMENT TO  
DECLARATION OF MAPLEWOOD  
RESORT CONDOMINIUMS

RECEIVED  
ONEIDA COUNTY, WIS.  
\*01 JUN 18 AM 11 30  
V1039 P537-540  
Thomas H. Jaeger  
REGISTER OF DEEDS

(This Space For Recording Data Only)

**THIS FIRST AMENDMENT TO DECLARATION OF MAPLEWOOD RESORT CONDOMINIUMS** is made by the undersigned declarant who is the owner in fee simple of the property described in Section 1.03 of the Declaration. This document amends the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and Conditions Maplewood Resort Condominiums recorded in Volume 1024 on Page 321-342 as Document No.530751.

**WHEREAS**, the original Declaration did not address the fact that the overhang of existing buildings may extend over common elements. Therefore, this Amendment is needed to clarify that issue.

**NOW, THEREFORE**, the undersigned consents, declares and hereby makes this Amendment to Declaration:

1. **Section 2.01(1) - Unit Boundaries subparagraph (d).** Is hereby amended to read as follows:

“The perimeter boundaries of the units are the vertical planes of the outermost portion of the outer edge of the unit boundaries as shown on the Plat, except, that the overhang of building roofs may extend over common elements but shall at all times be considered part of the unit. The maximum overhang shall be 30 inches extending into the limited common elements. No part of any structure other than a roof eave may extend into the limited common element area.”

2. Section 11.01 - Amendment to the Declaration. It is hereby amended to read as follows:

“Except for the rights reserved to the Declaration in Section 5.01 and Section 6.04.10, this Declaration may be amended only in accordance with Section 703.09(2) Wis. Stats., or in accordance with such statutory provisions as succeed that section.” However, any amendment to this Declaration affecting the percentages of ownership interest in the common elements, votes in the Association, or boundaries of units, common elements, shall require the unanimous vote of all unit owners. Any amendment must comply with all applicable zoning ordinances. Any amendment must comply with the applicable Oneida County Zoning Ordinance and a copy of such amendment shall be furnished to the Oneida County Planning and Zoning Office.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the 15 day of June, 2001.

DECLARANT:

MAPLEWOODS CONDOMINIUMS, LLC

BY: William D. Brandenburg  
WILLIAM D. BRANDENBURG Member

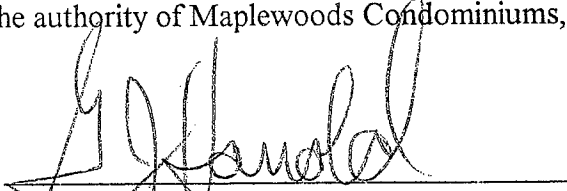
BY: Dawn M. Brandenburg  
DAWN M. BRANDENBURG  
Member

AA-2<sup>2</sup>

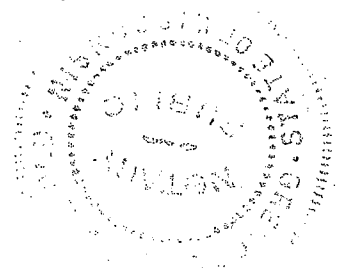
ACKNOWLEDGMENT OF DECLARANT

STATE OF WISCONSIN )  
 ) SS.  
COUNTY OF ONEIDA )

Personally came before me this 15 day of June, 2001, the above-named William D. Brandenburg and Dawn M. Brandenburg, to me known to be the persons who executed the foregoing instrument on behalf of and upon the authority of Maplewoods Condominiums, LLC.



Gregory J. Harrold  
Notary Public, State of Wisconsin  
My Commission is permanent.



This Instrument Was Drafted By:  
Gregory J. Harrold  
HARROLD, SCROBELL & DANNER, S.C.  
State Bar #1016193  
P.O. Box 1148  
Minocqua, Wisconsin 54548  
(715) 356-9591

BOOK 1039 PAGE 539

AA 3

Section 1.03 - Description of Land. The land which is subject to this Declaration is described as follows:

The boundary of Maplewood Resort Condominiums is as follows:

A parcel of land in the SE 1/4 of the SE 1/4, and the SW 1/4 of the SE 1/4, Section 18, and in the NE 1/4 of the NE 1/4, and the NW 1/4 of the NE 1/4, Section 19, Township 39 North, Range 9 East, Town of Sugar Camp, Oneida County, Wisconsin, more particularly described as follows:

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Thence N88°00'23"W, 558.69 feet along the north right-of-way line of County Highway "D" to a 3/4" iron pipe; thence leaving said right-of-way line, N4°08'13"W, 613.42 feet to a 1-1/2" iron pipe near the shore of Dam Lake; thence N64°51'43"E, 519.76 feet along the lake to a 3/4" iron pipe; thence leaving the lake S16°52'54"E, 526.87 feet to a 3/4" iron pipe; thence S3°12'24"W, 347.99 feet to the place of beginning.

Including also all lands lying between the lakeshore meander line and Dam Lake.

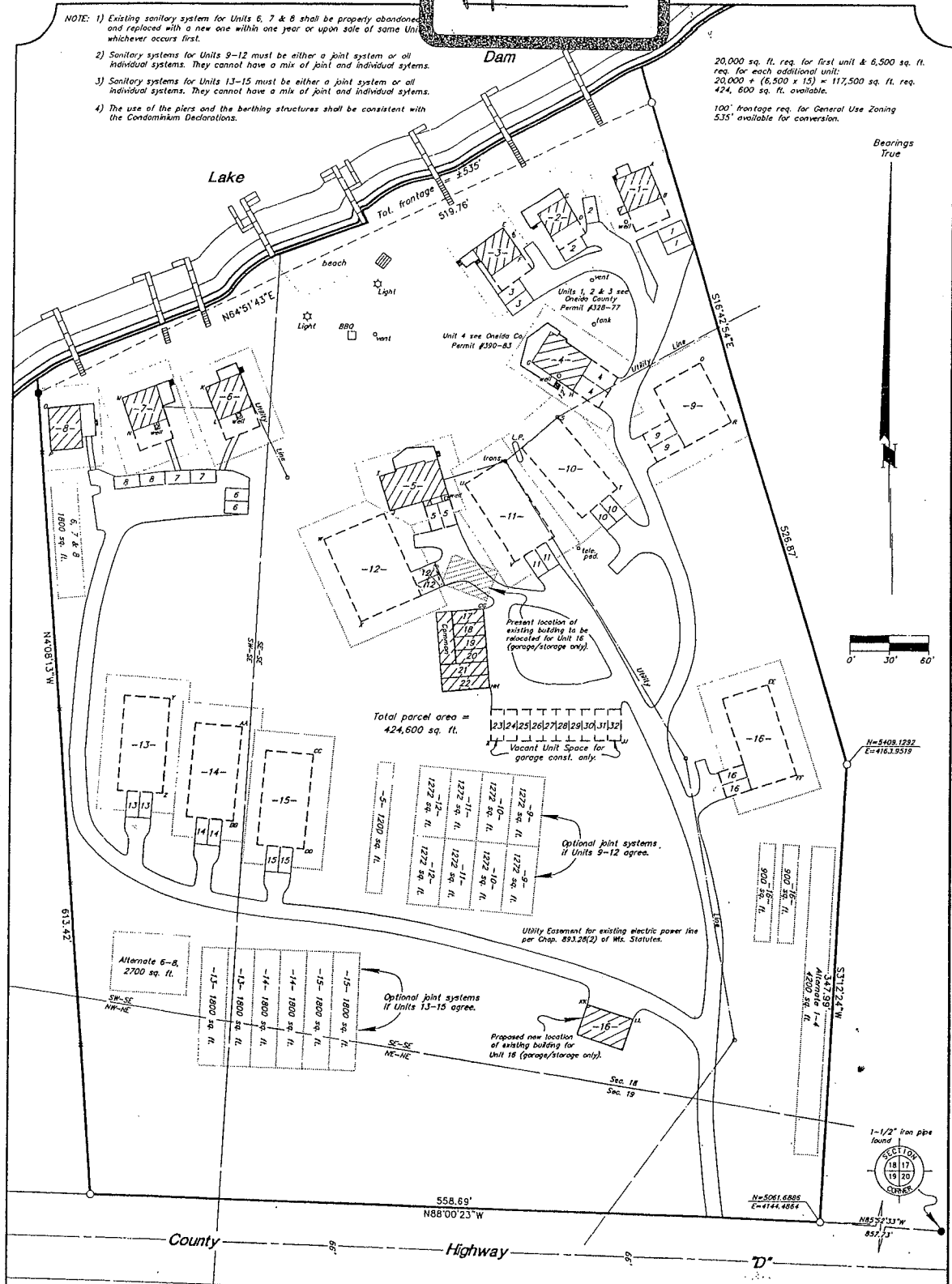
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EXHIBIT A  
 10 of 3

- NOTE: 1) Existing sanitary system for Units 6, 7 & 8 shall be properly abandoned and replaced with a new one within one year or upon sale of same Unit whichever occurs first.
- 2) Sanitary systems for Units 9-12 must be either a joint system or all individual systems. They cannot have a mix of joint and individual systems.
- 3) Sanitary systems for Units 13-15 must be either a joint system or all individual systems. They cannot have a mix of joint and individual systems.
- 4) The use of the piers and the berthing structures shall be consistent with the Condominium Declarations.

20,000 sq. ft. req. for first unit & 6,500 sq. ft. req. for each additional unit;  
 20,000 + (6,500 x 15) = 117,500 sq. ft. req.  
 424,600 sq. ft. available.

100' frontage req. for General Use Zoning  
 535' available for conversion.

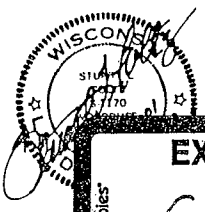
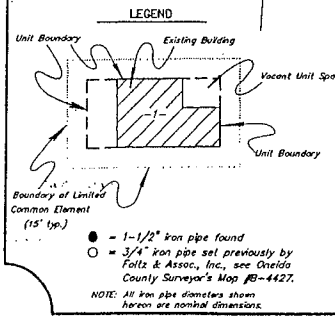


Total parcel area = 424,600 sq. ft.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1272 sq. ft.	1272 sq. ft.	1272 sq. ft.	1272 sq. ft.	1272 sq. ft.	1272 sq. ft.	1272 sq. ft.	1272 sq. ft.	1272 sq. ft.	1272 sq. ft.	1272 sq. ft.	1272 sq. ft.	1272 sq. ft.	1272 sq. ft.	1272 sq. ft.	1272 sq. ft.

Alternate 6-8, 2700 sq. ft.

13	14	15	16
1800 sq. ft.	1800 sq. ft.	1800 sq. ft.	1800 sq. ft.

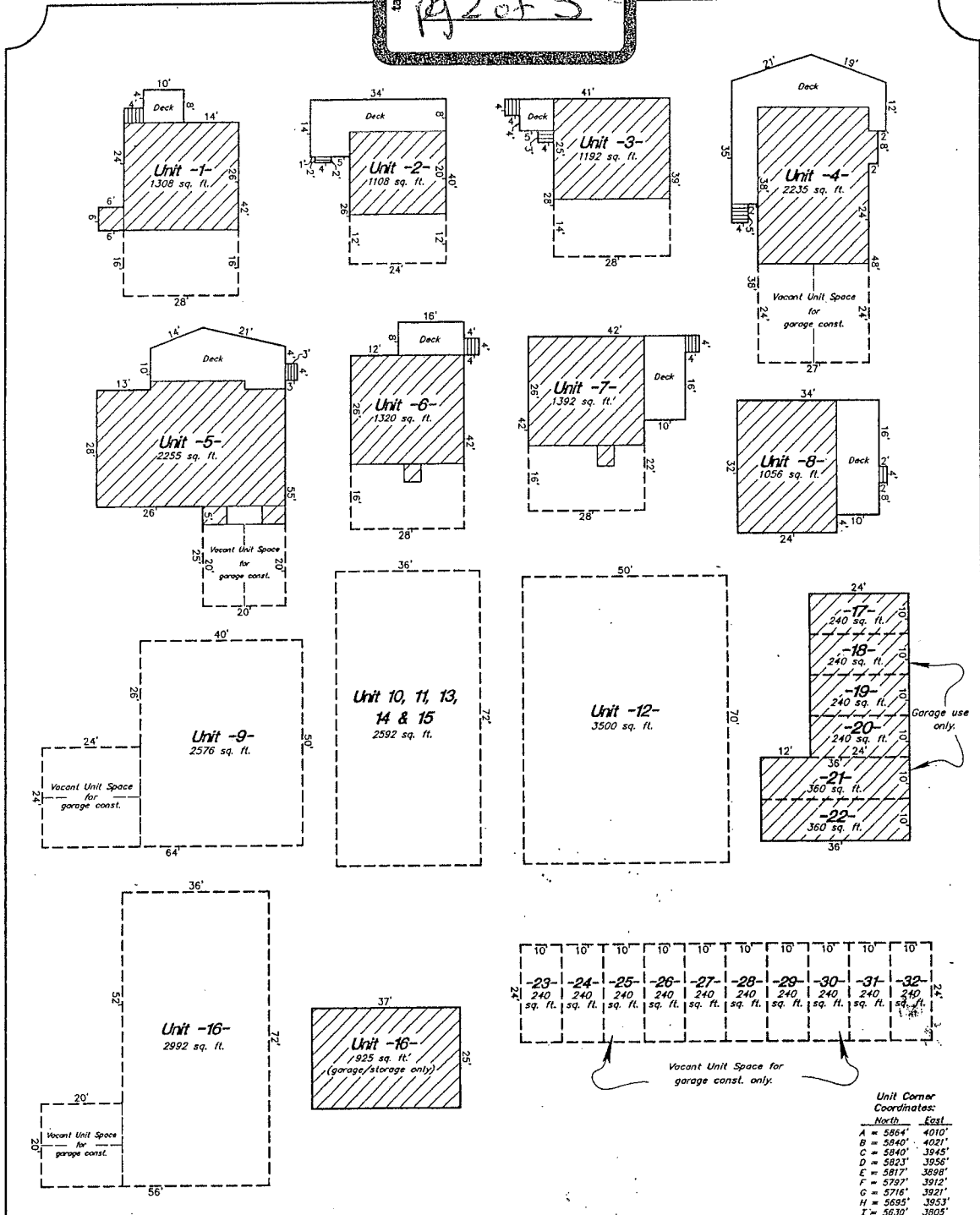


FINAL  
 MAPLEWOOD RESORT CONDOMINIUMS  
 Being part of the  
 SE1/4 of the SE1/4  
 and part of the  
 SW1/4 of the SE1/4  
 SECTION 18  
 and part of the  
 NE1/4 of the NE1/4

- = Limited Common Element for vehicle parking for unit number indicated, (10'x20' typ.).
- = Limited Common Element for sewage disposal, unit number and size.
- Parcel contains no wellands.

EXHIBIT G-1

Foltz and Associates, Inc.  
 Surveyors Engineers  
 8612 Highway 51 North, Minocqua, Wisconsin 54558  
 (715) 356-9465 fax (715) 356-1841  
 C. Winkler 15&16-18-399  
 1&2-19-399



Unit Corner Coordinates:

North	East
A = 5864'	4010'
B = 5840'	4021'
C = 5840'	3945'
D = 5823'	3956'
E = 5917'	3898'
F = 5789'	3912'
G = 5716'	3921'
H = 5695'	3953'
I = 5630'	3905'
J = 5603'	3913'
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N = 5684'	3515'
O = 5682'	3549'
P = 5650'	3552'
Q = 5716'	4051'
R = 5672'	4075'
S = 5675'	3941'
T = 5621'	3988'
U = 5624'	3970'
V = 5583'	3909'
W = 5580'	3763'
X = 5516'	3792'
Y = 5485'	3845'
Z = 5385'	3640'
AA = 5437'	3701'
BB = 5362'	3593'
CC = 5418'	3756'
DD = 5343'	3749'
EE = 5469'	4103'
FF = 5401'	4125'
GG = 5527'	3885'
HH = 5466'	3850'
II = 5426'	3891'
JJ = 5426'	3991'
KK = 5225'	3966'
LL = 5214'	4001'

FINAL  
MAPLEWOOD RESORT CONDOMINIUMS

Town of Sugar Camp  
Oneida County, Wisconsin

NOTE: For proper orientation to north see sheet 1.

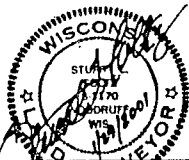
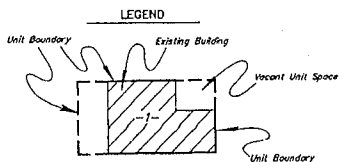


EXHIBIT  
A  
Pg 3 of 3

FINAL

MAPLEWOOD RESORT CONDOMINIUMS

Being part of the  
**SE1/4 of the SE1/4**  
and part of the  
**SW1/4 of the SE1/4**  
**SECTION 18**  
and part of the  
**NE1/4 of the NE1/4**  
and part of the  
**NW1/4 of the NE1/4**  
**SECTION 19, T39N, R9E**  
Town of Sugar Camp  
Oneida County, Wisconsin

SURVEYOR'S CERTIFICATE

I, Stuart L. Foltz, Registered Land Surveyor No. S-1170, hereby certify that, in full compliance with the Chapter 703 of the Wisconsin Statutes and Section 9.51 of the Oneida County Zoning and Shorelands Protection Ordinance and under the the direction of Maplewood Condominiums, LLC, I have surveyed and mapped Maplewood Resort Condominiums; that this plot consisting of 3 sheets correctly represents the exterior boundary of said condominium; and that the identification of each proposed unit and common element can be determined therefrom. Diagrammatic floor plans of each unit are shown on Sheet 2.

The boundary of Maplewood Resort Condominiums is as follows:

A parcel of land in the SE1/4 of the SE1/4, and the SW1/4 of the SE1/4, Section 18, and in the NE1/4 of the NE1/4, and the NW1/4 of the NE1/4, Section 19, Township 39 North, Range 9 East, Town of Sugar Camp, Oneida County, Wisconsin, more particularly described as follows:

Commencing at the Section Corner to Sections 17, 18, 19 and 20, marked by a 1-1/2" iron pipe; thence N85°52'33"W, 857.73 feet to the place of beginning, marked by a 3/4" iron pipe on the north right-of-way line of County Highway "D".

Thence N88°00'23"W, 558.69 feet along the north right-of-way line of County Highway "D" to a 3/4" iron pipe; thence leaving said right-of-way line, N4°08'13"W, 613.42 feet to a 1-1/2" iron pipe near the shore of Dam Lake; thence N64°51'43"E, 519.76 feet along the lake to a 3/4" iron pipe; thence leaving the lake S16°42'54"E, 526.87 feet to a 3/4" iron pipe; thence S3°12'24"W, 347.99 feet to the place of beginning.

Including also all lands lying between the lakeshore meander line and Dam Lake.

Dated at Minocqua, Wisconsin  
this 29<sup>th</sup> day of January, 2001.

*Stuart L. Foltz*  
Stuart L. Foltz  
Registered Land Surveyor No. S-1170



OWNER'S CERTIFICATE OF DEDICATION

We hereby certify that the land described on this plot was platted creating Maplewood Resort Condominiums, as represented on this plot. We also certify that this plot is required by Oneida County Zoning and Shorelands Protection Ordinance to be submitted to the Oneida County Planning and Zoning Committee and the Town Board, Town of Sugar Camp.

William D. Brandenburg, President  
Maplewoods Condominiums, LLC

Dawn M. Brandenburg, Secretary  
Maplewoods Condominiums, LLC

STATE OF WISCONSIN }  
ONEIDA COUNTY } ss.

Personally came before me this \_\_\_ day of \_\_\_, 2001, the above named William D. Brandenburg and Dawn M. Brandenburg, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, County of \_\_\_, State of Wisconsin  
My commission expires: \_\_\_\_\_

CERTIFICATE OF COUNTY PLANNING AND ZONING COMMITTEE

Resolved that Maplewood Resort Condominiums, is hereby approved by the Oneida County Planning and Zoning Committee on this \_\_\_ day of \_\_\_, 2001.

Date \_\_\_\_\_ Steven R. Osterman, Administrator

TOWN BOARD RESOLUTION

Resolved, that Maplewood Resort Condominiums, in the Town of Sugar Camp, Maplewood Condominiums, LLC, owner, is hereby approved by the Town Board.

Date \_\_\_\_\_ Scott Holewinski, Town Chairman

I hereby certify that the foregoing is a copy of a resolution adopted by the Town Board of the Town of Sugar Camp.

Date \_\_\_\_\_ John Bigley, Town Clerk

Received for Record this \_\_\_ day of \_\_\_, 2001 at \_\_\_ o'clock \_\_m., and recorded in Volume \_\_\_ Plats, on page \_\_\_\_\_.

Thomas H. Leighton, Oneida County Register of Deeds

EXHIBIT  
6-3

Foltz and Associates, Inc.  
Surveyors Engineers  
6612 Highway 51 North, Minocqua, Wisconsin 54540  
(715) 356-9485 fax (715) 356-1841  
K.L. Tufts 15816-18-399 1&2-19-399


April 25, 2003

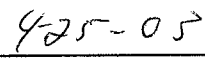
RE: Units 10 and 11 of Maplewood Resort Condominium

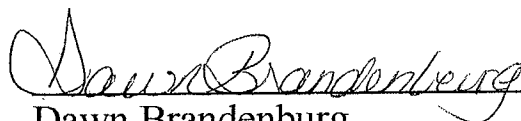
This letter is requesting the approval from the Maplewood Resort Condominium Association as required in the Condominium Declarations.

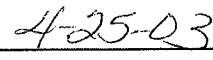
It is the intention of Leading Edge Technologies, LLC to construct two year round, three bedroom, two and a half bath cottages. One cottage to be built on unit 10 and the other cottage will be constructed on unit 11. The cottage on unit 11 will have a walk-out basement. Both cottages will be of neutral, "Northwoods color" and the style will be (most likely) a chalet or cottage style to fit in with the resort.

By signing below, the Association is granting their approval for the construction on units 10 and 11 as stated above.

  
\_\_\_\_\_  
William Brandenburg

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Dawn Brandenburg

  
\_\_\_\_\_  
Date

**BYLAWS**  
**of**  
**MAPLEWOOD RESORT CONDOMINIUMS OWNERS ASSOCIATION, INC.**  
**A Wisconsin Non-Profit Corporation**

The following Bylaws shall govern the operation of Maplewood Resort Condominiums.

The Maplewood Resort Condominiums Owners Association, Inc. is a Wisconsin non-profit corporation, organized and existing under the laws of the State of Wisconsin for the purpose of administering (but not exclusively unless so provided in the Association's Articles of Incorporation) the Maplewood Resort Condominiums.

**ARTICLE I**  
**THE ASSOCIATION**

Section 1. The office of the Association shall be at the Condominium property, or at such other place as may be subsequently designated by the Board of Directors of the Association. The mailing address of the Association is ~~5214 Highway D, Eagle River, WI 54521.~~  
8250 Maplewood Lane

Section 2. As used herein, the word "Corporation" shall be the equivalent of "Association", as defined in the Declaration of the Condominium.

**ARTICLE II**  
**MEMBERSHIP AND VOTING PRIVILEGES**

Section 1. Membership: Membership in the Association shall be limited to owners of the condominium units subject to the Declaration of Condominium of Maplewood Resort Condominiums. Transfer of unit ownership, either voluntarily or by operation of law, shall terminate membership in the Association, and said membership shall become vested in the transferee. If a unit ownership is vested in more than one (1) person, then all of the persons so owning said unit shall be members eligible to hold office, attend meetings, etc., but as hereinafter indicated, the vote of a unit shall be cast by the "voting member". If unit ownership is vested in a corporation, said corporation may designate an individual officer or employee of the corporation as its "voting member".

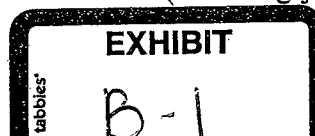
Section 2. Voting:

A. The owner(s) of each condominium unit shall be entitled to one (1) vote. The vote of a Condominium unit shall not be divisible.

B. A majority of unit owner's total votes shall decide any question, unless the Declaration of Condominium Bylaws or Articles of Incorporation of the Association provide otherwise.

Section 3. Quorum: Unless otherwise provided in these Bylaws, the presence in person by proxy of twenty-five (25%) percent of the unit owners' total votes shall constitute a quorum.

Section 4. Proxies: Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote or by his duly authorized attorney-in-fact (as set forth below in Section 5). No proxy shall be valid after one hundred eighty (180) days from the date of its execution, unless said proxy is granted to a mortgagee or lessee. Where a unit is owned by more than one person, entity or both, and if said owners have not designated one of them as a voting member, a proxy must be signed by all owners (including joint tenants) where a third person is designated.



Section 5. Designation of Voting Member: If a Condominium unit is owned by one (1) person, his right to vote shall be established by the recorded title to the unit. If a Condominium unit is owned by more than one (1) person, the person entitled to cast the vote for the unit shall be designated in a certificate, signed by all of the recorded owners of the unit and filed with the secretary of the Association. If the Condominium unit is owned by a corporation, the officer or employee thereof entitled to cast the vote of the unit for the corporation shall be designated in a certificate for this purpose, signed by the president of the corporation, attested to by the secretary or assistant secretary of that corporation, and filed with the secretary of the Association. If a Condominium is owned by joint tenancy by persons, entitled, or both, the following three provisions are applicable thereto:

- A. They may, but they shall not be required to, designate a voting member;
- B. If they do not designate a voting member and if said joint tenants are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on the subject at the meeting. (As previously provided, the vote of a unit is not divisible);
- C. Where said joint tenants do not designate a voting member, and at least one (1) but less than all, are present at a meeting, the person or persons present may cast the unit vote, just as though he or she owned the unit individually, and without establishing the concurrence of the absent person or persons.

Certificates shall be valid until revoked or superseded by a subsequent certificate, or until a change in the ownership of the unit concerned.

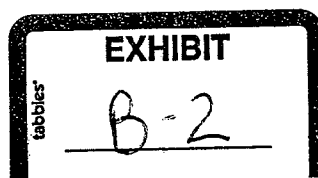
Section 6. Limitations on Voting Rights: The voting rights of a member are subject to the punctual payment of annual and special assessments levied by the Association. A member's voting right may be suspended by action of the Board of Directors if the Association has recorded a statement of condominium lien upon the member's unit and the amount necessary to release the lien has not been paid at the time of the meeting. Upon payment of the amount necessary to release the lien, a member's voting rights shall be automatically restored.

**ARTICLE III**  
**MEETING OF THE MEMBERSHIP**

Section 1. Place: All meetings of the Association membership shall be held at the condominium property, or at such other place and such time as shall be designated by the Board of Directors of the Association and stated in the notice of the meeting and shall be open to all unit owners.

Section 2. Notices: It shall be the duty of the Secretary to mail or deliver a notice of each annual meeting, stating the time and place thereof, to each unit owner of record at least ten (10) days but not more than fifty (50) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All notices shall be mailed to or served at the address of the unit owner as it appears on the books of the Association.

Section 3. Annual Meeting: The annual meeting shall be held at 9:00 a.m., central standard time, on the second Saturday of each January for the purpose of electing directors and transacting any other business authorized to be transacted by the members, provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next secular day



following. At the annual meeting, the members shall elect by plurality vote (cumulative voting prohibited), a Board of Directors, and shall transact such other business as may properly be brought before the meeting.

Section 4. Special Meeting: Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president, and shall be called by the president or secretary at the request, in writing, of a majority of the Board of Directors, or at the request, in writing, of voting members representing twenty (20%) percent or more of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transactions at all special meetings shall be confined to the subject stated in the notice thereof.

Section 5. Waiver and Consent: Whenever the vote of the members at a meeting is required or permitted by any provision of these Bylaws to be taken in connection with any action of the Association, the meeting and vote of the members may be dispensed with if all of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

Section 6. Adjourned Meeting: If any meeting of the members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 7. The Management Firm: The Management Firm (currently Maplewood Resorts, LLC), hired by the Association, as long as any management agreement remains in effect, shall be entitled to notice of all Association meetings, and shall be entitled to attend the Association's meetings, and it may designate such person(s) as it desires to attend such meetings on its behalf.

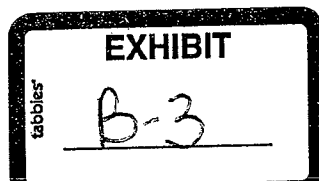
#### ARTICLE IV DIRECTORS

Section 1. First Board of Directors:

A. The first Board of Directors of the Association shall hold office and serve after they have been elected and qualified.

B. The organizational meeting of a newly elected Board of Directors of the Association shall be held within ten (10) days of their election, at such place and time as shall be fixed by the Board of Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary, provided a quorum shall be present.

Section 2. Number, Term, and Qualifications: The affairs of the Association shall be governed by a Board of Directors composed of not less than three (3) nor more than five (5) persons, as is determined from time to time by the members. All directors, except those designated by the Developer, shall be members of the Association. (See provisions relative to Developer control set forth in the Declaration, to which these Bylaws are attached.) All officers of a corporate unit owner shall be deemed to be members of the Association so as to qualify as a director herein. The term of each initial director's service shall be as follows: One (1) member of the Board of Directors shall serve a term of three (3) years, one (1) member shall serve a term of two (2) years; and one (1) member shall serve a term of one (1) year. The terms of additional directors, if any, shall be such that no more than two directors shall be elected at one time.



Section 3. Removal of Directors: At any time after the first annual meeting of the membership at any duly-convened regular or special meeting, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of the voting members casting not less than two-thirds (2/3) of the total vote present at said meeting, and a successor may then and there be elected to fill the vacancy thus created. Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided in Section 4 below.

Section 4. Vacancies of Directorate: If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a full quorum, shall choose a successor or successors, who shall hold office for the balance of the unexpired term, in respect to which such vacancy occurred. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

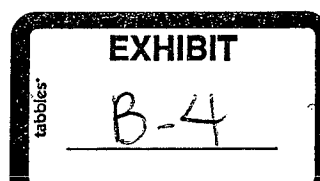
Section 5. Disqualification and Resignation of Directors: Any director may resign at any time by sending a written notice of such resignation to the office of the Corporation, delivered to the secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the secretary. Commencing with the directors elected at such first annual meeting of the membership, the transfer of title of his unit by a director shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors. No member shall continue on the Board should he be more than thirty (30) days delinquent in the payment of an assessment and said delinquency shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors.

Section 6. Regular Meetings: The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings shall nevertheless be given to each director personally or by mail, telephone or telegraph at least five (5) days prior to the day named for such meeting. All meetings of the Board of Directors, including special meetings in accordance with Section 7 below, shall be open to all unit owners.

Section 7. Special Meetings: Special meetings of the Board of Directors may be called by the President, and in his absence, by the Vice President, or by a majority of the members of the Board of Directors of the time and place of said meeting. All notices of special meetings shall state the purpose of the meeting.

Section 8. Directors' Waiver of Notice: Before or at any meeting of the Board of Directors, any director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof, except where a director attends a meeting and objects thereat to the transaction of any business because the meeting is not lawfully called or convened. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 9. Quorum: At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meeting at which a quorum is present, shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, as originally called, such business may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such director for the purpose of determining a quorum.



Section 10. Compensation: The directors' fees, if any, shall be determined by the voting members.

Section 11. Developer's Selection of Directors: Pursuant to Article V of the Declaration of a Condominium, and subject to the limitations prescribed therein, the Developer shall have the right to designate the directors, who need not be owners of units in the condominium, and said directors may not be removed by members of the Association, as elsewhere provided herein; and where a vacancy occurs for any reason whatsoever, the vacancy shall be filled by the person designated by the Developer.

Section 12. The Management Firm: The Management Firm, as long as any Management Agreement remains in effect, shall be entitled to notice of all directors' meetings and shall be entitled to attend the directors' meetings and it may designate such person(s) as it desires to attend such meetings on its behalf.

Section 13. Powers and Duties: The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration of Condominium, this Association's Articles of Incorporation, or these Bylaws, directed to be exercised or done by unit owners. These powers shall specifically include, but shall not be limited to the following:

A. The exercise of all powers specifically set forth in the Declaration of Condominium, this Association's Articles of Incorporation, these Bylaws and the Condominium Ownership Act, including those powers set forth in Section 703.15(3)(b) thereof, and all powers incidental thereto.

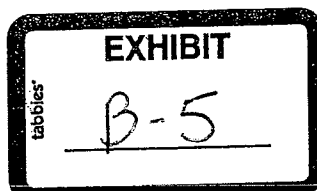
B. To make assessments, collect said assessments, and use and expend the assessments to carry out the purposes and power of the Association. The responsibility for payment of common expenses for the declarant is set forth in Section 6.04.11 of the Declaration.

C. To employ, dismiss and control the personnel necessary for the maintenance and operation of the project, and of the common areas and facilities including the right and power to employ attorneys, accountants, contractors, and other professionals as the need arises.

D. To make and amend rules and regulations respecting the operation and use of the common elements, condominium property and Association properties, and the use and maintenance of the condominium units therein.

E. To contract for the management of the condominium and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association. To contract for the management or operation of portions of the common elements or Association properties susceptible to the separate management or operation thereof, and to lease or concession such portions.

F. The further improvement of the condominium property, both real and personal, and the right to purchase realty and items of furniture, furnishings, fixtures and equipment for the foregoing, subject to the provisions of the applicable Declaration of Condominium, this Association's Articles of Incorporation, and these Bylaws.



## ARTICLE V OFFICERS

Section 1. Elective Officers: The principal officers of the Association shall be a president, vice president, secretary and a treasurer, all of whom shall be elected by the Board of Directors.

One (1) person may not hold more than one (1) of the aforementioned offices, except one (1) person may be both secretary and treasurer. The president and vice president shall be members of the Board of Directors. Notwithstanding the foregoing, the restrictions as to one (1) person holding only (1) of the aforementioned offices or the president and vice president being members of the Board of Directors shall not apply while the Association is under the control of the Developer, the control being the right of the Developer pursuant to Article V of the Declaration of Condominium and Section 703.15(c) of the Condominium Ownership Act.

Section 2. Election of Officers: The officers of the Association designated in Section 1 above shall be elected annually by the Board of Directors at the organizational meeting of each new Board following the meeting of the members.

Section 3. Appointive Officers: The Board may appoint assistant secretaries and assistant treasurers, and such other officers as the Board of Directors deems necessary.

Section 4. Term: The officers of the Association shall hold office until their successors are chosen and qualified in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors, provided, however, that no officer shall be removed except by the affirmative vote for removal by the majority of the whole Board of Directors (e.g. if the Board of Directors is composed of five (5) persons, then three (3) of said directors must vote for approval). If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

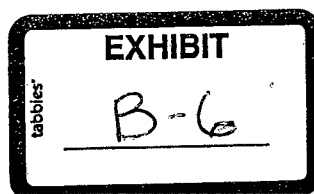
Section 5. The President: President shall be the chief executive officer of the Association; shall preside at all meetings of the unit owners and of the Board of Directors; shall have executive powers and general supervision over the affairs of the Association and other officers; shall sign all written contracts to perform all of the duties incident to the office and which may be delegated to President from time to time by the Board of Directors.

Section 6. The Vice President: Vice President shall perform all of the duties of the president in president's absence, and such other duties as may be required from time to time by the Board of Directors of the Association. Vice President, together with the secretary, shall count votes at meetings of the unit owners.

Section 7. The Secretary. Secretary shall issue notices of all Board of Directors meetings and all meetings of the unit owners; shall attend and keep the minutes of the same; shall have charge of all of the Association's corporation record book, records and papers, if any, except those kept by the treasurer. The Assistant Secretary shall perform the duties of the secretary when the secretary is absent. Secretary, together with the Vice President, shall count the votes at meetings of the unit owners.

Section 8. The Treasurer.

A. Treasurer shall have custody of the Association's funds and securities, except the funds payable to any management firm, and shall keep full and accurate accounts of receipts and



disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association, in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect and account for each unit within the condominium.

B. Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these Bylaws, making proper vouchers for such disbursements, and shall render to the president and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all its transactions as the treasurer and of the financial condition of the Association.

C. Treasurer shall collect the assessments and maintenance fees and shall promptly report the status of the collections and of all delinquencies to the Board of Directors.

D. Treasurer shall give status reports to potential transferees on which reports the transferees may rely.

E. The assistant treasurer shall perform the duties of the treasurer when the treasurer is absent.

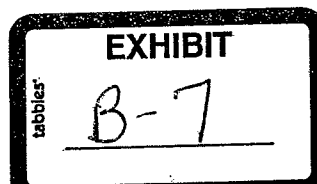
F. The duties of the treasurer may be fulfilled by a management firm employed by the Association. If a management firm is so employed, said management firm shall fulfill the duties of the treasurer, and shall have custody of such books of the Association as it determines in its sole discretion and the foregoing shall include any books required to be kept by the treasurer of the Association.

## **ARTICLE VI** **FINANCES, ASSESSMENTS AND MAINTENANCE FEES**

Section 1. Depositories: The funds of the Association shall be deposited in such bank(s) and depositories as may be determined by the Board of Directors from time to time upon resolution approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two (2) officers of the Association; provided, however, that the provisions of any management agreement between the Association and a Management Firm relative to the subject matter of this Section shall supersede the provisions hereof.

Section 2. Fidelity Bonds: The treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association, and any contractor handling or responsible for Association funds shall be bonded in such amount as may be determined by the Board of Directors. The premium on such bond shall be paid by the Association. The bond shall be in an amount sufficient to equal the monies an individual handles or has control of via a signatory or a bank account or other depository account; however, notwithstanding the foregoing, the management firm, under the terms of the management agreement, attached to the Declaration of Condominium to which these Bylaws are attached, as to funds in its possession and/or control, shall determine, in its sole discretion, the amount of and who is to be bonded, if any, among its employees.

Section 3. Fiscal Year: The fiscal year for the Association, shall end on December 31 for each year provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board of Directors deem it advisable.

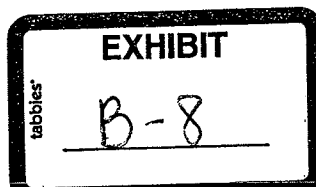


Section 4. Determination of Assessments:

A. The Board of Directors of the Association shall fix and determine from time to time, the sum necessary and adequate for the common expenses of the condominium. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the common elements and the limited common elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as common expenses from time to time by the Board of Directors of the Association, or under the provisions of the Declaration of Condominium to which these Bylaws are attached. The Board of Directors is specifically empowered, in behalf of the Association to make and collect assessments and to lease, maintain, repair and replace the common elements and limited common elements of the condominium. Funds for the payment of common expenses shall be assessed against the unit owners in the proportions or percentages of sharing common expenses, as provided by the Declaration. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner determined by the Board of Directors. All funds due under these Bylaws, which are attached to the Declaration of Condominium to which these Bylaws are attached and said Declaration of Condominium, are common expenses of this Condominium. The responsibility for payment of common expenses for the declarant is set forth in Section 6.04.11 of the Declaration.

B. A copy of the proposed annual budget of common expenses shall be mailed to the unit owners not less than fifteen (15) days prior to the meeting at which the budget will be considered, together with a notice of that meeting. The unit owners shall be given written notice of the time and place at which the meeting of the Board of Directors shall be held to consider the proposed annual budget of common expenses, and such meeting shall be open to the unit owners. If a budget is adopted by the Board of Directors which requires assessments against each unit owner in any fiscal or calendar year exceeding one hundred fifty (150%) percent of such assessment for the preceding year, upon written application of ten (10%) percent of the unit owners, a special meeting of the unit owners shall be held upon no less than ten (10) days written notice to each unit owner, but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which special meeting unit owners may consider and enact a revision of the budget, or recall any and all members of the Board of Directors and elect their larger vote, the revision of the budget or the recall of any and all members of the Board of Directors shall require a vote of not less than a majority of the whole number of votes of all unit owners. The Board of Directors may in any event propose a budget to the unit owners at a meeting of members or by writing, and if such budget or proposed budget be approved by the unit owners at the meeting, or by a majority of their whole number by a writing, such budget shall not thereafter be examined by the unit owners in such manner hereinabove set forth nor shall the Board of Directors be recalled under the terms of this Section. In determining whether assessments exceed one hundred fifty (150%) percent of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors in respect of repair or replacement of the condominium property or in respect of anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular or annual basis and there shall be excluded from such computation, assessments for betterments to the condominium property if these Bylaws so provide or allow the establishment of reserves, or assessments for betterments to be imposed by the Board of Directors, provided, however, that so long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for a year greater than one hundred fifty (150%) percent of the prior fiscal or calendar year's assessment of a unit without approval of a majority of the unit owners.

When the Board of Directors has determined the amount of any assessment, the treasurer of the Association shall mail or present to each unit owner a statement of said unit owner's assessment. All assessments shall be payable to the treasurer of the Association and, upon request, said treasurer shall give a receipt for each payment made to him.



Section 5. Application of Payments and Co-Mingling of Funds: All sums collected by the Association for assessments and maintenance fees may be co-mingled in a single fund or divided into more than one fund, as determined by the Board of Directors of the Association. All assessment payments and maintenance fees by a unit owner shall be applied as to interest, delinquencies, costs and attorney fees, other charges, expenses and advances as provided herein and in the Declaration of Condominium and general or special assessments, in such manner and amounts as the Board of Directors determines in its sole discretion.

Section 6. Acceleration of Assessment Installments Upon Default: If a unit owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon notice thereof to the unit owner and, thereupon, the unpaid balance of the assessments shall become due upon the date stated in the notice, but not less than fifteen (15) days after delivery or the mailing of such notice to the unit owner.

Section 7. Annual Report: The Association shall maintain full and accurate books and accounts and all unit owners shall have the right to inspect and examine such books and accounts at reasonable times. At least once each year, the Board of Directors, shall cause to be prepared and delivered to each unit owner who requests it, a statement showing receipts and disbursements since the last such statement.

Section 8. Application of Surplus: Any payment or receipts to the Association, whether from unit owners or otherwise, paid during the year in excess of the operating expenses and other common expenses of the Association shall be kept by the Association and applied against the Association's expenses for the following year.

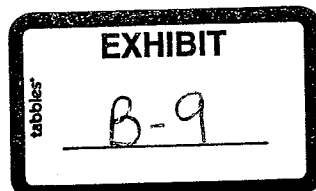
## **ARTICLE VII** **ADDITIONS OR ALTERATIONS**

There shall be no additions or alterations to the common elements or limited common elements of the Condominium which this Association operates and maintains except as specifically provided for in said condominium's Declaration of Condominium.

## **ARTICLE VIII** **COMPLIANCE AND DEFAULT**

Section 1. Violations: In the event of a violation (other than the non-payment of an assessment) by a unit owner of any of the provisions of the Declaration of Condominium, of these Bylaws, of the applicable portions of the Condominium Ownership Act, or of the Rules and Regulations adopted by the Declarant and/or the Association, by direction of its Board of Directors, may notify the unit owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from the date of notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, of the Bylaws, of the Rules and Regulations or of the pertinent provisions of the Condominium Ownership Act, and the Association may then, at its option, have the following elections:

A. An action at law to recover for its damages, on behalf of the Association or on behalf of the other unit owners;



B. An action in equity to enforce performance on the part of the unit owner; or

C. An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the unit owner as a specific item, which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expenses.

Section 2. Negligence or Carelessness of Unit Owner, Etc.: All unit owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase of insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by an insurance company of its rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this action, shall be charged to said unit owner as a specific item which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expenses.

Section 3. Costs and Attorney's Fees: In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the Court.

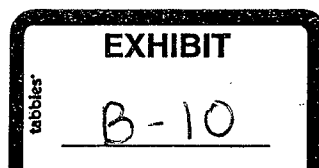
Section 4. No Waiver of Rights: The failure of the Association or of a unit owner to enforce a right, provision, covenant or condition which may be granted by the condominium documents shall not constitute a waiver of the right of the Association or unit owner to enforce such right, provision, covenant or condition in the future.

Section 5. Election of Remedies: All rights, remedies and privileges granted to the Association or unit owner, pursuant to any terms, provisions, covenants or conditions of the condominium documents, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such other party by condominium documents, or at law or in equity.

## **ARTICLE IX**

### **ACQUISITION AND TRANSFER OF UNITS**

Section 1. Acquisition of Units on Foreclosure: At any foreclosure sale of a unit, the Board of Directors may acquire in the name of the Association, or its designee, a condominium unit being foreclosed. The term "foreclosure", as used in this Section, shall mean and include any foreclosure of any lien, including the Association's liens for assessments. The power of the Board of Directors to acquire a condominium unit at any foreclosure sale shall never be interpreted as a requirement or obligation on the part of said Board of Directors or of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the voting members be obtained. The Board of Directors shall not be required to obtain the approval of unit owners at the foreclosure sale of a unit due to the foreclosure of the Association's lien for assessments under the provisions of the Declaration of Condominium to which these Bylaws are attached notwithstanding the sum the Board of Directors determines to bid at such foreclosure sale.



Section 2. Transfer of Units: All owners of units shall notify the Association of any transfer, by sale or otherwise, of said unit within ten (10) days of the date of the same. Said notice shall include such information and be in the form that the Association shall prescribe from time to time. The Association may send all necessary notices to the person shown as owner of said unit in its records, and said notice shall be binding as to any other owner of said unit where the Association has not been notified as provided herein.

## **ARTICLE X**

### **AMENDMENTS TO THE BYLAWS**

The Bylaws may be altered, amended or added to at any duly called meeting of the Association of unit owners, provided:

1. Notice of the meeting shall contain a statement of the proposed amendment.
2. The amendment is approved by the affirmative vote of sixty-seven (67%) percent of the total votes of the members of the Association.
3. Said amendment shall be recorded and certified as required by the Condominium Ownership Act; and
4. Notwithstanding the foregoing, the Bylaws may only be amended with written approval of the Declarant until all of the units in Condominium are sold by Declarant.

## **ARTICLE XI**

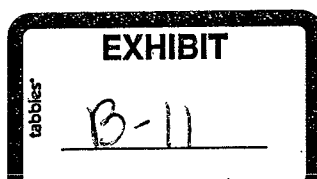
### **INDEMNIFICATION**

The Association shall indemnify every director, officer, employee or agent of the Association, his heirs, executors and administrators, against all expenses, including attorney's fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director, officer, employee or agent of the Association; provided, however, that said officer, director, employee or agent acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or the equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in the manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Any indemnification pursuant to the terms of this paragraph, unless ordered by a Court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth herein. Such determination shall be made.

A. By the Board of Directors by a majority vote of a quorum consisting of directors who are not parties to such action, suit or proceeding;

B. If such a quorum is not obtainable, or even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or



C. By members.

The foregoing rights shall be in addition to and not exclusive of all other rights to which said director, officer, agent or employee may be entitled.

**ARTICLE XII**  
**LIABILITY SURVIVES TERMINATION OF MEMBERSHIP**

The termination of membership in the condominium shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

**ARTICLE XIII**  
**LIMITATION OF LIABILITY**

Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damages caused by a latent condition in the property, nor for injury or damage caused by the elements or by other owners or persons.

**ARTICLE XIV**  
**PARLIAMENTARY RULES**

Robert's Rules of Orders (latest edition), shall govern the conduct of the Association's meetings when not in conflict with the Condominium Ownership Act, the Declaration of Condominium, or these Bylaws.

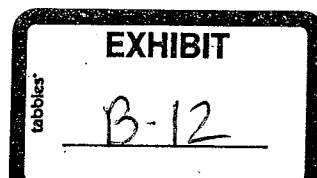
**ARTICLE XV**  
**LIENS**

Section 1. Protection of Property: All liens against a condominium unit, other than for mortgages, taxes or special assessments shall be satisfied or otherwise removed within thirty (30) days of the date the liens attached. All taxes and special assessment upon a condominium unit shall be paid before becoming delinquent, as provided in these Condominium documents or by law, whichever is sooner.

Section 2. Notice of Lien: A unit owner shall give notice to the Association of every lien upon his unit other than for mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

Section 3. Notice of Suit: Unit owners shall give notice to the Association of every suit or other proceeding which will or may affect title given within five (5) days after the unit owner receives notice thereof.

Section 4. Failure to Comply: Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.



**ARTICLE XVI**  
**RULES AND REGULATIONS**

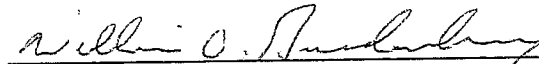
Section 1. Rules: The Declarant shall adopt rules and regulations governing the details of the operation, use, maintenance, management and control of the Association properties, the common elements, and limited common elements of the condominium and any facilities or services made available to the unit owners. A copy of the rules and regulations adopted from time to time as herein provided shall from time to time be posted in a conspicuous place and copies of same shall be furnished to each unit owner.

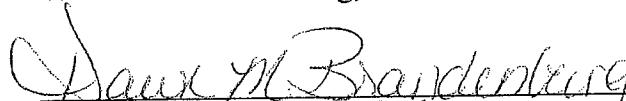
Section 2. The Board of Directors of the Association may from time to time adopt or amend the previously adopted rules and regulations governing and restricting the use and maintenance of the condominium provided, however, that copies of such Rules and Regulations, prior to the time the same become effective, shall be posted in a conspicuous place and copies shall be furnished to each owner.

Section 3. Conflict: In the event that any conflict arises between the Rules and Regulations adopted, or from time to time amended, and the Condominium Documents, or the Condominium Ownership Act, the latter shall prevail. If any unreconciled conflicts should exist or hereafter arise with respect to the interpretation of the Bylaw and the Declaration of Condominium, the provisions of said Declaration shall prevail.

The foregoing was adopted as the Bylaws of Maplewood Resort Condominium Owners Association, Inc., at the first meeting of the Board of Directors.

**MAPLEWOODS CONDOMINIUM, LLC**  
Acting as Declarant on behalf of the owners of  
The Maplewood Resort Condominiums Owners  
Association, Inc.

  
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William D. Brandenburg, Member

  
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Dawn M. Brandenburg, Member

