

DECLARATION OF CONDOMINIUM  
LOON ECHO BAY CONDOMINIUMS

Document Number

Document Title

UNITS ONE (1) THROUGH  
TEN (10)  
LOON ECHO BAY CONDOMINIUMS

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BAYFIELD COUNTY, WI  
REGISTER OF DEEDS  
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NOTE:

THE ATTACHED DECLARATION BEGINS WITH THE TABLE OF  
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**DECLARATION OF CONDOMINIUM  
OF  
LOON ECHO BAY PLANNED UNIT DEVELOPMENT**

The Declaration of Condominium is made under the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, by David K. Swan and Kevin L. Swan, Members of Loon Echo Bay, LLC, hereinafter referred to collectively as "Declarants".

1. **INTENT.** It is the intent of the Declarants, pursuant to this Declaration of Condominium, to submit the real estate and improvements described herein to Condominium ownership and use in the manner provided by the Wisconsin Condominium Ownership Act.
2. **DESCRIPTION OF LAND.** The real estate subject to this Declaration is owned by the Declarants and is more fully described in Exhibit "A," attached hereto and incorporated herein by reference as though fully set forth. It is located in the Town of Barnes, Bayfield County, Wisconsin. The real estate subject to this Declaration of Condominium, including the Units, Common Elements and Limited Common Elements, is alternatively referred to herein as "the property", "the land", or "the premises."
3. **DESCRIPTION OF UNITS.** There are ten (10) Units on the real estate referred to in paragraph 2. A survey plan of the real estate showing the location of each Unit on the real estate is attached to this declaration as Exhibit "A." Exhibit "A" may hereinafter also be referred to as the "Condominium Plat."
4. **INTERPRETATION OF PLANS.** If there is any minor variance between (a) any existing physical boundaries of any Unit, Common Element or Limited Common Element and (b) this Declaration of Condominium Plat as recorded, the former shall be conclusively presumed to be its boundary. The same presumption shall apply to any authorized repair or reconstruction. However, in the event of a significant variance, the Condominium Plat or Declaration shall control.
5. **UNITS.** Units are that part of the Condominium intended for the exclusive use of each Unit's Owner, his, her, or their family, and those persons authorized to use or occupy each Unit. Units are identified on the Condominium Plat by a numerical designation. It is more specifically meant to refer to the boundary of real estate within which a dwelling and attached garage may be built.
  - (a) All Units share a Community Septic System. The Loon Echo Bay Association, Ltd (hereinafter the "Association") owns and is responsible for the costs, repairs,

upkeep and maintenance of the said community septic system with the costs shared equally by each Unit.

- (b) Each Unit shall have its own well to provide water for that Unit, unless the Owners of Units mutually decide to share a well. All costs for replacement, repair, upkeep and maintenance shall be the responsibility of the Owner(s) of the Unit(s) served by the well.
- (c) Each Unit Owner shall maintain their Unit in a neat and orderly fashion compatible with the surrounding environment.

6. **COMMON ELEMENTS.** The "Common Elements", without intending to limit the term, include:

- (a) The real estate which lies outside the boundaries of the Units, as described in Exhibit "A."
- (b) The Pier System. The Association shall be responsible for annual maintenance, upkeep, and annual removal and installation of the Pier System.
- (c) The Walking Paths as indicated on Exhibit "A."
- (d) The Driveways as indicated on Exhibit "A."
- (e) The Community Septic System.
- (f) The Common Elements are owned by the Unit Owners, each having an undivided fractional interest therein as provided in paragraph no. 8. Each Unit Owner, his, her or their assigns, successors in interest, agents, employees, lessees, sub-lessees, mortgagees or licensees may use the Common Elements in accordance with the purpose for which they were intended, according to this Declaration, the Bylaws of the Loon Echo Bay Association, Ltd and the Wisconsin Condominium Ownership Act. The maintenance, repair and replacement, as well as any additions or improvements of the Common Elements shall be carried out as provided for in this Declaration, in the Bylaws of the Association and the Wisconsin Condominium Ownership Act.
- (g) The Association shall be responsible for maintaining all Common Elements in good working order. If there are any permits that need to be secured or held, the Association shall be responsible for securing these and performing the necessary activities required to maintain them. The Association shall be responsible for adhering to any regulatory requirements pertaining to the Common Elements and shall be responsible for securing any insurance thereon and paying any real estate taxes associated therewith. The Association shall also be the legal entity that assumes all liability for the Common Elements and their use.

7. **LIMITED COMMON ELEMENTS.** The Limited Common Elements are reserved for the primary use and possession by the Unit Owner of the Unit to or for which each Element is affixed, attached, leading to or associated with, and their assigns, successors in interest, lessees, sub-lessees, invitees, licensees, agents or employees. Each Unit Owner shall maintain their Unit's Limited Common Elements in a neat and orderly fashion compatible with the surrounding environment. The "Limited Common Elements", without intending to limit the term, include:
- (a) A fractional interest in the storage garage, should a Unit Owner elect to participate in the ownership of said garage and pay his/her share for its construction and maintenance. Once constructed, this interest shall pass with the Unit to subsequent Owners of said Unit, unless a Unit Owner decides to sell his interest to another Unit Owner. The interest includes the obligation for ongoing maintenance, insurance and liability.
8. **PERCENTAGE INTEREST IN COMMON ELEMENTS.** Each Unit Owner shall have a one-tenth (1/10th) undivided interest in the Common Elements of the Condominium. This interest may not be separated from the Unit to which it appertains and shall be perpetual and permanent in nature. Any deed, mortgage, lease or other document purporting to effect a conveyance of a Unit, which does not expressly include the Unit Owner's interest in the Common Elements, shall be deemed to include the interest omitted.
9. **RESTRICTION ON USE.** The Units are intended for residential use as presently or hereafter defined and permitted by applicable zoning ordinances and are restricted to that use. Units may be rented to tenants; however, rentals may only be for thirty (30) consecutive days or more to a single tenant. No sub-rental/sub-lease is allowed by a tenant. Rental tenants shall be required to maintain the highest level of decorum while on the property and are expected to respect the right of other Unit Owners to enjoy their property and common elements without disturbance.
10. **AGENT FOR SERVICE OF PROCESS.** The initial Registered Agent for service of legal process, as well as for the Condominium generally shall be David K. Swan at 700 East Lake Drive, Shell Lake, Wisconsin 54871. The Registered Agent shall also serve as the Registered Agent of the Loon Echo Bay Association, Ltd until and unless the Association designates a new Registered Agent.

The Association, may, at any time, designate a successor agent, upon resolution of its Board of Directors. Such substitution shall be effective when duly filed with the Wisconsin Secretary of State.

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11. **INSURANCE.** Each Unit Owner shall obtain fire, casualty, and extended coverage insurance for his Unit insuring it against loss or damage by fire and other hazards for not less than the full replacement value of the property, including premises liability coverage. A Unit Owner shall provide a copy of said policy upon request of the Association. The Association shall obtain appropriate liability insurance, insuring Unit Owners, their assigns, successors in interest, agents and employees, against claims arising out of their ownership of, use, presence on or any other association with the Common Elements of the Condominium. Such coverage shall be written on the property in the name of the Association as Trustee for each of the Unit Owners, both collectively and individually, as their interests appear. The proportions for common assessments set forth in paragraph 8 above shall govern Association insurance charges. The fact that this insurance is required and obtained shall not in any way affect the right of each Unit Owner to insure his, her, its or their own Unit for personal benefit.

Insurance proceeds derived from fire and other hazards insurance shall first be disbursed for the repair or restoration of the damaged Common Elements, the Limited Common Elements and Units. Neither Unit Owners nor Mortgagees shall be entitled to receive payment of any portion of such insurance proceeds unless and until the Association has determined not to rebuild, as provided in the following paragraph, or a court of competent jurisdiction has ordered the partition of the condominium property, or there is a surplus of insurance proceeds after complete restoration or repair of the Common Elements.

12. **REPAIR OR RECONSTRUCTION.** In the event of damage or destruction to all or part of any Common Element, the Association shall promptly undertake its repair or reconstruction to its former condition. In the event of damage or destruction to all or part of any Unit or Limited Common Element, the Unit Owner shall promptly undertake its repair or reconstruction to its former condition. If any building is partially or totally destroyed, the building must be repaired or rebuilt. All plans for repair or reconstruction must be submitted to the Board of Directors of the Association prior to the commencement of construction for review and approval. If any plans so submitted are not objected to within 45 days of submission to the Board of Directors, they will be deemed approved, and repair or construction may begin. If no plans for reconstruction are submitted to the Board of Directors within 90 days of the damage, the Board of Directors may prepare its own plans, deliver them to the Unit Owner and commence construction. Such plans shall call for reconstruction of the Unit to its former condition to the extent possible. The cost of such repair or reconstruction which exceeds available insurance proceeds shall be an expense of the Unit Owner and not a common expense. Similarly, any surplus in insurance proceeds over construction costs shall belong to the Unit Owner. Any costs of repair or construction which exceed insurance proceeds and which are paid by the Association shall constitute a special assessment against the Unit Owner.

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**13. EASEMENTS.**

- (a) For Utilities. The Unit Owners, the Association, and the Declarant shall each have easements for utility purposes over, under, along and on any part of the Limited Common Elements and Common Elements. This includes, but is not limited to, underground electric power and the Community Septic System.
- (b) For Stormwater Management. The Unit Owners, the Association, and the Declarant shall each have easements for the purposes over, under, along and on any part of the Limited Common Elements and Common Elements as needed for the purposes of implementing and maintaining the stormwater management plan as approved by the Wisconsin DNR and Bayfield County Land Conservation.
- (c) Other. In addition, any other easements or restrictions shown on Exhibit "A" or otherwise of record are hereby incorporated by reference and made a part thereof as though fully set forth herein and the conveyance of any Unit is subject thereto.
- (d) Obstruction. Within and upon these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which obstruct or retard the flow of water through channels in the easements, or which obstruct access and usage of the road. That portion of each Unit which is subject to any of the aforesaid easements shall be maintained by the Owner(s) of the said Unit except insofar as the improvements are those in connection with which a public authority or utility company is responsible.
- (e) Easements Run with the Land. All easements and rights set forth in this Declaration are perpetual and appurtenant to and run with the real estate and are subject to the reasonable control of the Association. No Unit Owner shall do any work which would jeopardize the soundness or safety of the property, reduce the value thereof or impair any easement or hereditament without first obtaining, in every such case, the consent of at least two thirds of the other Unit Owners.

14. **MAINTENANCE AND REPAIR OF UNITS.** Each Unit Owner shall be responsible for the maintenance, repair and appearance of his, her or their Unit. Each Unit shall be maintained in good condition, appearance and repair at all times. This responsibility shall extend to and include the Limited Common Elements associated with each Unit. In the event any Unit or Limited Common Element is not properly maintained, the Association may perform such maintenance and assess the Unit Owner the reasonable cost thereof. Any repair or reconstruction of the exterior of a Unit or Limited Common Element must be completed within one (1) year of commencement.

15. **MAINTENANCE AND REPAIR OF COMMON ELEMENTS.** The Association shall be responsible for the maintenance, repair and appearance of all Common Elements. The Association shall have the power to determine precisely how and in what manner this responsibility shall be performed.
16. **COMMON EXPENSES AND SURPLUSES.** The expenses incurred by the Association in performing its responsibilities or otherwise duly incurred shall be called "Common Expenses". The Common Expenses shall be charged to the Unit Owners according to the fractional interest of each in the Common Elements as set forth in paragraph 8 above.

Once a sale, transfer, or conveyance occurs, the new Owner shall then be responsible for common expenses on the basis herein stated. The Association shall levy assessments from time to time for the purpose of maintaining a fund from which Common Expenses are to be charged, which may include an adequate reserve fund for maintenance, repair or replacement of those Common Elements which must be replaced on a periodic basis. Such assessments shall be payable, in regular installments, as directed by the Association.

All Unit Owners shall be liable for all assessments, or installments thereof, coming due while owning a Unit. Liability for assessments may not be avoided by waiver of the use and enjoyment of any Common Elements or by abandonment of the Unit for which the assessments are made. All assessments, until paid, together with interest thereon at the highest rate then permitted by law and the actual costs of collection, shall constitute a lien on the Unit on which it is assessed. The assertion and release of such lien shall be governed by Section 703.16 of the Wisconsin Condominium Ownership Act. However, this lien shall not apply to the interest of a first mortgage lender or a buyer in foreclosure proceedings who acquired his, her, its or their interest pursuant to foreclosure proceedings or at a foreclosure sale. In addition, the interest of any purchase money mortgage shall be prior to the creation of the purchase money mortgage interest.

Any Common Surpluses of the Association may be distributed among the Unit Owners or credited against any assessments outstanding against a Unit Owner in the same percentage governing the assessment.

17. **ASSOCIATION OF UNIT OWNERS.** All Unit Owners shall be members of the Loon Echo Bay Association, Ltd, a duly organized Wisconsin non-stock corporation. The operation of the Condominium shall be vested in the association, subject, initially however, to Declarants' control as set forth in paragraph 20 below. The powers and duties of the association shall include those set forth in the Association Bylaws, the Wisconsin Condominium Ownership Act, and this Declaration. No Unit Owner, except an officer of the Association, or member of its Board of Directors shall have any authority to act for the Association. Notwithstanding any express or implied powers given to the Unit Owners Association pursuant to its Bylaws as



adopted, the Unit Owners Association shall not be entitled to do any of the following acts, except as provided by statute in cases of condemnation or substantial loss to the Units of the Condominium project, unless at least three-quarters (3/4) of the Unit Owners of the individual Condominium Units (with a limit of one vote per Unit), shall have given their prior written approval:

- (a) By act or omission, seek to abandon or terminate the Condominium project;
  - (b) Change the pro rata interest or obligations of any individual Condominium Unit for the purpose of:
    - (i) Levying assessments or changes or allocating distributions of hazard insurance proceeds or condemnation awards, or,
    - (ii) Determining the pro rata share of ownership of each Condominium Unit in the Common Elements;
  - (c) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements.
  - (d) Use hazard insurance proceeds for losses to any Condominium property, whether to Units or to Common Elements, for other than the repair, replacement or reconstruction of such Condominium property.
18. **EXPANDABILITY.** Any expansion of any Unit must conform to all Federal, State, County and Local rules and zoning regulations.
19. **VOTES OF UNIT OWNERS.** There shall be one (1) and only one (1) vote attributable to each Unit of the Condominium in the affairs of the Association. If more than one person owns a Unit, the vote or votes attributable to that Unit must be cast unanimously by all of that Unit's Owners or it shall not be counted. There shall be no fractional vote.
20. **DECLARANT CONTROL.** Except as provided below, the Declarants' hereby expressly reserve the right to exercise all powers and responsibilities of the Loon Echo Bay Association, Ltd as assigned to it by this Declaration, the Association Bylaws and Chapter 703 of the Wisconsin Statutes. The period of Declarants' control shall begin on the date the first Condominium Unit is conveyed by Declarants to any person or entity other than the Declarants. The period of Declarants' control shall end upon the earlier of the following two events:
- (a) The expiration of three (3) years following commencement of Declarants' control.
  - (b) The expiration of thirty (30) days after the conveyance of seventy-five (75%) percent of the Common Element Interest to purchasers.

Notwithstanding the above, Unit Owners, other than the Declarants, shall be permitted to elect directors of the Unit Owners Association as expressly granted in Section 703.15(d)(2)(f) of the Wisconsin Statutes.

21. **AMENDMENT.** This Declaration may be amended only with the written consent of at least seven Unit Owners, provided, however, that so long as the Declarants or their successors retain control of the Condominium and the Association, no amendment shall be effective without their written consent. Any amendment so adopted shall be certified by the President and Secretary of the Association in a form suitable for recording and shall become effective upon recording with the Bayfield County Register of Deeds.
22. **REVOCATION.** This Declaration may be revoked and the property removed from the provisions of the Wisconsin Condemnation Ownership Act by a duly recorded instrument to that effect. Section 703.28 of the Wisconsin Condominium Ownership Act shall govern such removal.
23. **CONVEYANCE AND DISPOSITION.** The legal description of each Unit for all conveyancing purposes shall consist of a numerical designation as shown on the Condominium Plat, recorded with this Declaration. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number as shown on the plat, and every such description shall be deemed good and sufficient for all purposes, as provided by the Act. Each Unit shall consist of the space enclosed and bounded as described in paragraph 5 above.

Each Unit Owner shall have the right to mortgage or encumber his respective Unit, together with this respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof, except his own Unit and his respective ownership interest in the Common Elements and Limited Common Elements as aforesaid.

24. **SEPARATE TAXATION.** Every Unit and its percentage interest in the Common Elements shall be deemed to be a separate parcel and subject to separate assessments and taxation for all types of taxes authorized by law including, but not limited to, special ad valorem levies and special assessments. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the property as a whole then each Unit Owner shall pay his proportionate share thereof in accordance with the relative value of his or her Unit, determined by the purchase price compared to the aggregate value of all Units, determined by the aggregate purchase prices. In the event that for any one year not all Units have been sold, the asking price shall be used in lieu of the purchase price. During the period in which the Declarants' reservations of initial rights are in effect, the Declarants shall be responsible for the taxes attributable to each Unit which remains unsold.

25. **UTILITIES.** Declarant shall install underground electrical power on the premises to serve all the Units. Electrical service for the Community Septic System shall be the responsibility of and an expense of the Association.
26. **RULES AND REGULATIONS.** The Association may from time to time promulgate such reasonable Rules and Regulations as are deemed necessary and desirable to carry out the purposes and intents of this Declaration, to promote the harmonious usage of the Common Elements and to cause each Unit Owner to be free from any unreasonable interference with the use of such owner's Unit.
27. **COMPLIANCE.** Each Unit Owner and any person using the property in any manner shall comply strictly with the terms of this Declaration, the Articles of Incorporation of the Unit Owners Association, the Bylaws and the Rules adopted pursuant thereto, as either of the same are amended from time to time, as well as the Wisconsin Condominium Ownership Act. All decisions, contracts, agreements and determinations duly made by the Association in accordance with its Articles and Bylaws shall be binding on all Unit Owners whether they participated in such action or not. The provisions of this Declaration may be enforced by the Declarants or the Board of Directors, by proceedings at law or in equity, against any person or persons violating, or attempting to violate, the same. Such action may seek to recover damages and/or obtain injunctive relief. A Unit Owner may bring notice of a violation of these covenants and restrictions to the attention of the Board of Directors by putting such notice in writing. The Board of Directors shall have thirty days to review the complaint and either dismiss it or take action against the violating Unit Owner. The offending Unit Owner shall have the opportunity for a hearing before the Board should they desire one.
28. **SEVERABILITY AND INTERPRETATION.** The invalidity of any provision of this Declaration or any part thereof, shall not impair or affect in any manner the validity, enforceability or effect of the rest of the Declaration. The intent of this Declaration is to comply with Chapter 703 of the Wisconsin Statutes. It shall be liberally construed in favor of enforceability.
29. **CONDEMNATION.** In the event of condemnation proceedings commenced against the Condominium, including any Unit, Common Element or portion thereof, the allocation of any award shall be governed by Section 703.19(3) of the Wisconsin Statutes, except that before a Unit Owner shall be paid any portion of the award, any unpaid first mortgage shall be paid in full.
30. **CONDITIONAL USE PERMIT.** The Loon Echo Bay Planned Unit Development was approved by the Bayfield County Planning and Zoning Committee under provision of a Conditional Use Permit. The terms and conditions of the permit are binding upon and inure to the benefit of all current and future Owners of the property. An affidavit describing these terms and conditions was recorded with the Bayfield County Register of Deeds on February 27, 2006 as Document #2006R-505280.

31. **MAIN DRIVEWAY.** The Main Driveway so designated and shown on the Condominium Plat shall be owned and maintained by the Association. The Owners of each Unit shall have a nonexclusive, perpetual and appurtenant easement over said driveway. The easement shall be for ingress, egress and utility purposes. Use of the driveway shall be subject to this Declaration. The private driveway and its shoulder and ditches (all identified herein as "driveway") shall not be blocked with or by anything that would interfere with the free and unimpeded flow of traffic. No signs shall be placed upon said driveway except as directed and approved by the Association. No vehicle shall operate on said driveway in excess of a speed of fifteen (15) miles per hour. The Owner(s) of each parcel shall maintain their respective Unit up to the adjoining surfaced (i.e., graveled) portion of said driveway. No gates or other encroachments may be placed upon the driveway except by the Association. No improvements shall be made to the driveway except as approved by the Association.
32. **STORMWATER MANAGEMENT.** The ditches and other mechanisms constructed along the road and in other areas of the Condominium Plat which exist for the purpose of managing the runoff of stormwater within the property in an environmentally satisfactory manner shall be maintained as directed and required by the Department of Natural Resources and/or the Board of Directors of the Association or Declarants (as long as Declarants own any Units), and the Association shall assume all liability for any failure to do so. The costs associated therewith (except initial construction) shall be paid by the Association. To the extent necessary the Association may levy an assessment against the members to obtain necessary funds to perform inspection, maintenance and improvements. The assessments shall be levied in equal shares against all Units. This maintenance obligation is one which shall run with the real estate and be binding upon the Owners of, and appurtenant to, the Units. This paragraph may not be changed or modified to lessen the maintenance obligation, even by unanimous vote.
33. **COMMUNITY SEPTIC SYSTEM.** All Units are required to connect to the Community Septic System (CSS) for disposal of septage from their dwelling.
- (a) Declarants shall be responsible for constructing and installing the CSS in good, working order at Declarants' expense. Thereafter, each Unit Owner shall be responsible to share in the cost of inspection, maintenance, operation, or repair activities required of the CSS after its initial construction. All costs and fees associated therewith shall be shared equally by the Owners of all Units, whether a Unit is connected to the CSS or not. The Association shall be responsible for arranging for the necessary inspection, maintenance and repair of the CSS.
- (b) The Declarants shall charge a one-time hook-up assessment for each Unit. This amount shall be specified in the purchase agreement. This charge shall be fully due and payable to Declarants by the Owner of each Unit on the date their residence connects to the CSS, or May 1, 2008, whichever is earlier. No interest

shall be charged with respect to this assessment. In the event any such hook-up assessment is not paid within the time frame aforementioned, Declarants may elect to direct the Association to levy an assessment against the Unit for the balance due for such hook-up assessment, together with any costs and fees as may be incurred by Declarants and/or the Association. The Association shall be required to impose the assessment lien against the Unit. All amounts collected shall be paid to Declarants; except, however, the Association may also collect against the Unit those reasonable charges incurred by the Association in the collection of the assessment hook-up charge. The assessment hook-up charge shall be deemed automatically made and levied against - and therefore automatically attaches - to the Unit if the payment is not timely made without any further official action by the Association. The Secretary/Treasurer of the Association is authorized to issue a release or waiver of this hook-up assessment charge after the expiration of the applicable aforesaid two year period provided Declarants have furnished said Secretary/Treasurer, in writing, a statement that the hook-up assessment for the Unit has been fully paid. Any such waiver shall be executed by the Association in recordable form.

- (c) The Declarants' and Association's responsibility is limited to the shared elements of the CSS. Each Unit Owner is responsible for connecting his/her/their respective dwelling to the CSS, as well as maintaining their connection in good working order.

34. **SHORELAND RESTORATION.** Each Owner is responsible for establishing a plan for restoration of shoreland in front of their Unit. This area of restoration begins thirty five (35) feet from the water's edge and extends back to one hundred seventy five (175) feet from the water's edge. This one hundred seventy five foot mark is twenty five (25) feet in front of each Unit's forward building setback line. In this restoration area, the following guidelines apply:

- (a) In order to encourage and support the recovery of natural vegetation, no mowing, tree pruning, tree cutting, raking, or other disturbance is permitted except as allowed in the context of a restoration plan or viewing corridor (see below).
- (b) A restoration plan may include, but is not necessarily limited to, the following:
  - i. Doing nothing. This simply allows vegetation to grow and take its natural course.
  - ii. Working with the Bayfield County Land Conservation Department to develop and implement an accelerated restoration plan to restore the native vegetation. Such plans may include the removal of some existing vegetation and the planting of wild flowers, native grasses, wild blueberry plants, native pine trees, etc.
- (c) Within the restoration area for Units Seven (7), Eight (8), & Nine (9), a mix of white pine, white spruce, red pine, and red oak must be planted by October 1,

2007. At a minimum, these must be planted at a spacing of approximately 225 trees per acre (one tree for every 14 ft x 14 ft area).

35. **VIEW CORRIDORS.** All Units bordering the shoreline are entitled to a View Corridor as approved by Bayfield County Land Conservation. Units One (1) through Seven (7) will be granted an approximately twenty (20) foot wide View Corridor, while Units Eight (8) and Nine (9) will be granted a smaller Corridor of approximately ten (10) feet wide due to the already relatively clear view of Bony Lake from these Units. Within said View Corridors, likely activities to be approved by Bayfield Land Conservation will be the trimming of selected limbs and the removal of dead, diseased, or dying vegetation. Within the designated View Corridor, no older, healthy, and established trees such as Oak, Maple, Birch, Pine or Spruce can be removed.
36. **SIDEYARD AND BACKYARD TREATMENT.** For each Unit, the following guidelines apply:
- (d) Sideyard: It is strongly encouraged that any vegetation which is not disturbed during the building process remain untouched.
  - (e) Backyard: Within 25 feet from the back of an Owner's home or attached garage, it is strongly encouraged that any vegetation not disturbed during the building process remain untouched. Outside 25 feet from the back of an Owner's home or attached garage, no tree larger than 4 inches in circumference may be removed without the approval of the Bayfield County Land Conservation Department.
37. **PROTECTIVE COVENANTS AND RESTRICTIONS.** The following protective covenants and restrictions have been established to insure the highest and best residential development of the property, to protect Owners of Units against those uses of neighboring Units which would detract from the value of their property, to preserve the natural beauty of said property, to encourage and secure construction of attractive homes, and thereby to preserve and enhance the values of investments made by purchasers of the Units.
- 1) **Footprint.** The footprint of a building on any Unit shall not exceed two thousand five hundred (2,500) square feet and must be contained within the designated Unit boundary as shown in Exhibit "A."
  - 2) **Shoreland Restoration Plan for Common Area.** For the thirty five (35) foot wide Common Area running parallel to the shoreline, a Shoreland Restoration Plan will be established, implemented, and maintained by Leaning Pine Native Landscape Company. Phase 1 of the plan will be completed no later than February 20, 2007. Phase 2 of the Restoration Plan will be completed no later than February 20, 2008.
  - 3) **Walking Paths.** Within the restoration area, walking paths no wider than four feet must be created. Residents shall utilize these walking paths to travel between their building sites and the lake. Declarants shall create the Main

Walking Path running parallel to the shoreline as shown on Exhibit "A." Thereafter, the Association shall maintain this Main Walking Path. Unit Owners are responsible for creating- and maintaining - a walking path between their Unit and the Main Walking Path. This walking path must meet Bayfield County Land Conservation Department guidelines. Once established, the walking path location cannot be changed without the consent of Bayfield County Land Conservation.

- 4) Professional Ground Maintenance. The common area shall be maintained by a professional groundskeeper.
- 5) Rain Gardens. All dwellings shall have a Rain Garden which must be constructed in accordance with the design submitted as part of the Stormwater permit approved by the DNR.
- 6) Vehicle Washing Prohibited. There shall be no washing of any car, boat, or other recreational vehicle anywhere on the property.
- 7) Compost Bins. Two compost bins shall initially be provided by Declarants. Thereafter, the Association will have responsibility for maintaining the bins.
- 8) Garbage Disposals. There shall be no garbage disposals allowed.
- 9) Fertilization. There shall be no fertilization allowed anywhere on the property.
- 10) Dwelling Size. Above-ground enclosed dwelling space must be at least one thousand (1,000) square feet and no more than two thousand five hundred (2,500) square feet. Neither a garage nor a basement/walkout shall count toward the calculation of this square footage.
- 11) Bedrooms. The number of bedrooms for the entire development is limited to thirty (30) for purposes of the Community Septic System design. Therefore, each Unit is limited to three bedrooms as defined by applicable Wisconsin law.
- 12) Vehicles. An attached garage must be built at the time of dwelling construction sufficient for the storage of at least two (2) passenger automobiles, small trucks or vans. No untitled automobiles may be parked or stored on the premises unless done so within the confines of a garage or storage building. No heavy equipment or trucks larger than passenger type trucks may be parked on the premises other than during times of construction, or when such trucks are on the premises to perform service on the home, or during times of moving in or out of the home.
- 13) Building Exteriors. All exterior surfaces of any structure on the property must be cedar or log sided, with a cedar or brown tone. Exterior construction of a building must be completed within one (1) year of the commencement of construction.
- 14) Outdoor Furnaces. No outdoor furnaces or burners are permitted.
- 15) Exterior Lighting. All exterior lighting must be attached to a dwelling or structure, and should be hooded or shaded so as to illuminate only a specific area. After 10 pm at night, all exterior lighting may only be activated by motion detection and may only stay lit for a brief time.
- 16) Roof. All dwellings must have a minimum roof pitch of 8-12 on at least sixty (60) percent of the roof line (not counting the garage portion of the dwelling). Not including the garage, the dwelling must have three (3) different roof lines.

The height of the home must be a minimum of eighteen (18) feet and may be no higher thirty two (32) feet.

- 17) Shingles. Only architectural shingles are permitted.
- 18) Nature of Structure of Dwellings. No modular or pre-fab structures are allowed. "Panel" homes, built predominately on site, are permitted. Earth homes, round homes, octagons or other unusual designs are prohibited. No used buildings may be moved onto the lot. No mobile homes, shack tents, barns or buildings of a temporary nature shall remain on the lot other than during the time of construction
- 19) Outbuildings. No Owner is allowed to have an individual outbuilding. Up to two storage buildings may be built in the Common Area as shown on Exhibit "A." If built, these structures must have cedar or log siding and have garage doors of a carriage house design.
- 20) Camping. All camping must be done in accordance with County and Township rules. No camping unit is permitted to remain on the property for more than ten (10) consecutive days and cannot be used on the property for more than fourteen (14) days per month. When not occupied overnight, a camping unit may not remain on the property. A Unit Owner or family member must be among the individuals camping on the property. No camping will be permitted on the property after May 1, 2009.
- 21) ATV/Snowmobiles. Any use of ATVs, snowmobiles and the like on the premises must either occur on driveways while entering or exiting the property or must be used in the course of performing maintenance and upkeep work on an Owner's Unit.
- 22) Signs. With the exception of signs such as "Welcome to Our Family's Cabin", or signs displaying the name of Owner, no Owner of a Unit shall post any permanent signs upon said Unit, and no signs advertising an Owner's business or trade activity shall ever be posted or erected. Temporary political signs may be posted as long as they are displayed only during an active campaign, are limited to one per candidate and do not exceed six (6) square feet in area. One sign of not more than six square feet in area advertising the property for sale is permitted. For Sale signs shall not be posted on the property by any parties other than Legacy Land Group until all parcels are sold by the Declarants unless express written consent of the Declarants is obtained. No satellite dishes over 24 inches in diameter are allowed.
- 23) Further Development. There shall be no further development or buildings of any kind erected or placed upon the entire property other than on those locations shown on Exhibit A.
- 24) Placement of Piers. John Spangberg of the Wisconsin DNR, or his successor, shall approve the final design and placement of the pier and slips. Thereafter, no changes can be made to the pier configuration without the approval of the DNR.
- 25) Road Surfaces. None of the roads, driveways, or parking pads on the premises shall be constructed with concrete, blacktop or any other impervious surface.
- 26) Outside Storage. The storage of ATVs, snowmobiles, boats, trailers or any other recreational type vehicle outside a garage is limited to a period not to



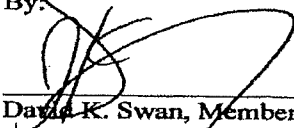
exceed 48 consecutive hours and must not exceed 48 hours within a seven consecutive day period.

- 27) Offensive Activity. There shall be no piling or burning of trash on said premises, nor noxious or offensive activity conducted. No activity shall be done thereon which may be or may become an annoyance or nuisance to other Owners within Loon Echo Bay. No loud music or parties may be permitted in or upon any Unit or its Limited Common Elements which interferes with a neighbor's enjoyment of their premises.
- 28) Hunting. No hunting is allowed on the property, nor is the discharging of firearms for target practice allowed.
- 29) Trade Activity. No business or commercial activity may be conducted on the property which may involve individuals visiting the property who are not Owners.
- 30) Pets. Dogs, cats and other household pets may be kept on the Unit provided that they are not allowed to annoy neighbors or kept, bred, or maintained for any commercial purposes. Dogs must have no visible kennels and no fencing is allowed other than invisible fencing. No other animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Unit. Horses shall not be allowed to be kept within the Development.
- 31) Tree and Brush Removal. Unit Owners may remove trees and brush for the purpose of constructing their dwelling and garage. All other tree and brush removal, including the removal of dead and dying trees, needs to be in accordance with a plan as approved by Jason Fischbach or his designee or successor with Bayfield County Land Conversation.
- 32) Boat Slips. All Unit Owners shall receive two boat slip privileges. The location of each Owner's slips on the common pier system shall be determined by the chronological order of closing, with the Unit Owner who closed first getting first choice of the location of their slip(s), the second Owner getting second choice, etc. This choice order is perpetual and appurtenant to the Unit, not the Owner, and shall pass to subsequent Owners of that Unit. Owners must utilize only their assigned slip locations. Owners shall be individually liable to repair any damage they cause to the pier.

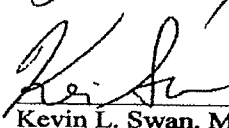
IN WITNESS WHEREOF, the Declarants have caused this Declaration to be executed this 4<sup>th</sup> day of MAY, 2006.

LOON ECHO BAY, LLC

By:

  
\_\_\_\_\_  
David K. Swan, Member

5/8/06  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Kevin L. Swan, Member

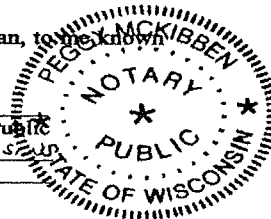
5/4/06  
\_\_\_\_\_  
Date

V 948 P 210

STATE OF WISCONSIN )  
COUNTY OF WASHBURN ) ss.

Personally came before me this 8<sup>th</sup> day of May, 2006, the above-named David K. Swan, to me known to be the person who executed the foregoing instrument and acknowledged the same.

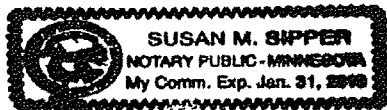
Peggy McKibben  
PEGGY MCKIBBEN, Notary Public  
WASHBURN County, WISCONSIN  
My commission expires: 2-3-08



STATE OF Minnesota )  
COUNTY OF Kennebec ) ss.

Personally came before me this 4<sup>th</sup> day of May, 2006, the above-named Kevin L. Swan, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Susan M. Sipper  
Susan M. Sipper, Notary Public  
Carver County, MINNESOTA  
My commission expires: 1-31-10



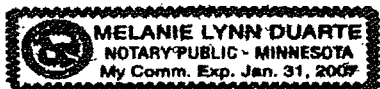
Approved by: Investment Lending Group, Mortgagee of Declarants:

By:

Tim McCollow President 5/4/06  
Tim McCollow, President Date

STATE OF Minnesota )  
COUNTY OF Dakota ) ss.

Personally came before me this 4<sup>th</sup> day of May, 2006, the above-named Tim McCollow, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Melanie Duarte, Notary Public  
Dakota County,  
My commission expires: 1-31-07

Drafted by:  
Kevin Swan

Declaration of Condominium  
Loon Echo Bay Planned Unit Development

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