

BY-LAWS
OF
LEGEND LAKE PROPERTY OWNERS ASSOCIATION, INC.

(Revised and effective June 29, 2024)

ARTICLE I
NAME, LOCATION AND BINDING EFFECT

The name of the Corporation is “Legend Lake Property Owners Association, Inc.” hereinafter referred to as the “Association”. The principal office of the Corporation shall be located at Legend Lake Lodge, N1024 Old South Branch, Keshena, Wisconsin 54135, but meetings of Members and Directors may be held at such places within the State of Wisconsin as may be designated by the Board of Directors. These By-laws shall be deemed covenants running with the land and shall govern and be binding on all individual and joint Lot Owners, mortgagees and other encumbrance’s and their respective heirs, administrators, personal representatives, successors, and assigns, as well as all other persons occupying or having any legal or equitable interest in the property in any way whatsoever and all licensees, invitees, employees, agents, servants and guests of any of the foregoing.

ARTICLE II
DEFINITIONS

Section 1. “Association” shall mean and refer to Legend Lake Property Owners Association, Inc., and its successors and assigns.

Section 2. “Properties” shall mean and refer to that certain real property described in the Articles of Incorporation and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. “Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the Members.

Section 4. “Lot” and “Out Lot” shall mean and refer to any plot of land designated as a “Lot” or “Out Lot” as set forth on the plat of Legend Lake, and any additions or amendments thereto, filed with the Register of Deeds for Menominee County

Section 5. “Owner” shall mean and refer to every person or entity who is the beneficial owner of a fee or undivided fee interest in any Lot, including contract buyers, but excluding those having such interests merely as security for the performance of an obligation.

Section 6. “Members” shall mean and refer to all those persons entitled to membership as provided in the Articles of Incorporation of the Corporation and these By-laws.

Section 7. "Members in good standing" shall mean Members who are current in the payment of dues and assessments and are in compliance with the Articles of Incorporation, By-laws, and Rules and Regulations.

Section 8. "Beach Club" shall mean and refer to those Out Lots having frontage on Legend Lake in which the Association and certain Lot Owners hold an undivided fractional interest.

ARTICLE III MEMBERS

Section 1. Membership. Each Lot Owner of a Lot shall be a member of the Association. Each lot shall have one vote on all Association matters. (i.e., All joint owners of a Lot shall be entitled to one collective vote). Every Lot Owner upon acquiring title to the Lot shall automatically become a Member of the Association and shall remain a Member thereof until such time as his or her ownership of such Lot ceases for any reason, at which time his or her membership in the Association shall automatically cease.

Section 2. Membership List. The Association shall maintain a current membership list showing the membership pertaining to each Lot and the person designated to receive notices. A designation may be changed by notice in writing to the Secretary of the Association.

Section 3. Transfer of Membership. Each membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically upon conveyance of that Lot. Membership in the Association may not be transferred, except in connection with the transfer of a Lot. A transferee shall notify the Association, through its Secretary, of the date of transfer, name of the person designated to vote, and any other information about the transfer which the Association may deem pertinent, and the Association shall make appropriate changes to the membership list effective as of the date of transfer.

Section 4. Annual Meeting. The Annual Meeting of the Members shall be held on the second Saturday in the month of June in each year at the hour of 10:00 a.m., or on such hour or such day in June as may be designated by the Board of directors. The purpose of the meeting is to vote on the budget, announce the results of the election of Directors, and for the transaction of such other business as may come before the meeting.

Section 5. Special Meetings. Special meetings of the Members may be called at any time by the President, by the Board of Directors, or by petition to the Board of Directors signed by that number of Members entitled to vote in accordance with the By-laws, which is at least 10 per cent of the Lots constituting a quorum at the last Annual Meeting. Said petition to set forth specifically the purpose of the meeting, the date, time and place thereof, and the addition and lot number of properties owned by each signer of the petition.

Section 6. Notice of Meetings. Written notice of each meeting of the Members shall be given by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least twenty (20) days before such meeting to each Member

entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 7. Quorum. Any number of Members present who are entitled to vote at a duly announced meeting in person or by proxy, shall legally conduct the affairs of the meeting for all Members. The affirmative vote of the majority of the Members present, in person or by proxy, at the meeting and entitled to vote on the subject matter shall be the act of all the Members unless the vote of a greater number of Members is required by the Articles of Incorporation, these By-laws, or law.

Section 8. Proxies. At all meetings of Members, a Member entitled to vote may vote in person or by proxy appointed in writing by the Member or authorized attorney in fact. Such proxy shall be filed with the Secretary of the Corporation before or at the time of the meeting. Unless otherwise provided in the proxy, a proxy may be revoked at any time before it is voted, either by written notice filed with the Secretary or the acting Secretary of the meeting or by oral notice given by the Member to the presiding officer during the meeting. The presence of a Member who has filed his proxy shall not of itself constitute a revocation. Proxies shall be valid only for a specific meeting or an adjournment thereof. The Board of Directors shall have the power and authority to make rules establishing presumptions as to the validity and sufficiency of proxies. All proxies filed with the Secretary, in which the member has designated how his vote is to be cast, shall be voted as directed.

Section 9. Voting Rights and Privileges. The voting rights and privileges available to a Member in good standing may be suspended by the Board of Directors for cause for a determinate time after notice to said Member and hearing in accord with due process procedures before the Board of Directors. Cause shall be construed to mean acts or omissions by a Member contrary to the health, safety and welfare of other Members and/or in violation of the Rules and Regulations that may be adopted from time to time by the membership or the Board of Directors, these By-laws or the Articles of Incorporation.

Section 10. Vote of Member in Default. No Member may vote at a meeting of the Association if the Member is not a Member in good standing.

ARTICLE IV BOARD OF DIRECTORS

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) Directors, all of whom are to be Members of the Association in good standing.

Section 2. Term of Office. Annually, by a secret mail ballot prior to the Annual Meeting of the Association, the Members shall elect three (3) Directors to replace directors whose terms of office are expiring. This ballot is to be conducted in accordance with written operating procedures as approved by the Board of Directors. Each Director so elected shall serve for a

term of three (3) years or until his successor has been elected or until his death, resignation or removal. A Director may be removed from office by affirmative vote of a majority of Members entitled to vote, present in person or by proxy, at a special meeting of the members duly called for that purpose. A Director may resign at any time by filing his written resignation with the Secretary of the Corporation.

Section 3. Vacancy. In the event of the death or resignation of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor. Upon removal of a Director in accordance with Section 2 above, the vacancy shall be filled by the affirmative vote of a majority vote of the Members at a special meeting called for that purpose.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Unanimous Consent Without Meeting. Any action required or permitted by the Articles of Incorporation or By-laws or any provision of law to be taken by the Board of Directors at a meeting or by resolution may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Directors then in office.

Section 6. Nomination. Nomination for the annual election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each Annual Meeting of the Members to serve from the close of such Annual Meeting until the close of the next Annual Meeting and such appointment shall be announced at each Annual Meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among Members of the Association in good standing.

ARTICLE V MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly, at such place and hour as shall be fixed by the Board of Directors at the first meeting following each Annual Meeting. The schedule of such meetings shall be posted at the Lodge and in the Association's publication. The Board of Directors may reschedule meetings without notice due to extenuating circumstances, but such meeting shall be posted at the Association Office. With the exception of executive sessions, all meetings are open to members. Minutes of meetings are available to any member upon request.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any three (3) Directors, after not less than three (3) days notice to each Director. Such meetings shall be posted in the Lodge office.

Section 3. Quorum. Five (5) of nine (9) Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, shall be regarded as the act of the Board.

**ARTICLE VI
POWER AND DUTIES OF THE
BOARD OF DIRECTORS**

Section 1. Powers. The Board of Directors shall have power to:

- A. adopt and publish rules and regulations concerning the use of the Common Areas, Out Lots, Beach Clubs and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- B. adopt rules and procedures, hold hearings and determine and adjudicate the suspension of membership rights as hereinafore provided in Article III, Section 9;
- C. exercise for the Association all powers, duties and authority vested in or delegated to the Association by these By-laws, the Articles of Incorporation and the laws of the State of Wisconsin and not specifically reserved to this membership by other provisions of these By-laws, the Articles of Incorporation, or the laws of the State of Wisconsin;
- D. declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent unexcused from three (3) consecutive regular meetings of the Board of Directors and/or absent from a total of six (6) regular meetings of the Board of Directors during any one year;
- E. employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;
- F. bring suit for and on behalf of the Association as representative of all members, to enforce collection of such delinquencies or to foreclose the lien with respect thereto as provided by law should a member of the Association become default in payment of any charges or assessments for a period of more than 180 days. The costs of the legal action, including the legal interest therein and reasonable attorney's fees shall be added to the amount due.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- A. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members;
- B. supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- C. prepare and adopt an annual budget for consideration by the Members at the Annual Meeting of Members;

(1) the budget as adopted by the Board of Directors shall be mailed to the membership together with the notice of the Annual Meeting at least twenty (20) days prior to the Annual Meeting;

(2) upon adoption and approval of an annual budget by the Members entitled to vote, in person or by proxy, the Board of Directors shall levy maintenance assessments against all of the Lots. The assessments so levied shall be equal in rate against each Lot; and each Lot which also contains an undivided fractional interest in a Beach Club shall be levied an additional assessment associated with the maintenance of said Beach Club;

(3) the Board of Directors shall declare the assessments so levied due and payable by Members on a certain day more than 30 days from the date of such levy and the Secretary shall notify the Owner of every Lot so assessed of action taken by the Board of Directors, the amount of the assessment of each Lot owned by him and the date the assessment becomes due and payable. Such notice shall be mailed to the Member at his last known post office address by the Secretary of the Association by United States mail, first class, postage prepaid;

(4) in the event the assessment levied against a Lot remains unpaid for a period of sixty (60) days from the date of the levy, the Board of Directors may file a claim for a maintenance lien against such Lot at any time within one hundred eighty (180) days from the date of the levy, or may take such other action, legal or otherwise, as it may deem appropriate. Dues or assessments not paid when due shall draw interest at the rate of twelve percent (12%) per annum until paid. No Member may waive or otherwise escape liability for the dues or assessments provided for herein by non-use of the Lots, Out Lots, Beach Clubs, Common Area or facilities or abandonment of his Lot;

(5) the Board of Directors shall levy assessments at the same rate as assessments levied for the preceding fiscal year in the event the Members fail to approve and adopt an annual budget as herein provided at the regular Annual Meeting of Members;

(6) the intent of this By-law is to conform with the provision of Wisconsin's

Maintenance Lien Law. (Wisconsin Statutes 779.70) If it should appear that any of the terms of the By-laws of this Corporation conflict with the Wisconsin Maintenance Lien Law said terms shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be deemed modified to conform to said laws;

(7) the Association shall be entitled to record against any Lot or Out Lot a "Notice of Priority of Association Maintenance Lien" (the "Notice") document which reflects that any subsequently recorded maintenance lien of the Association shall be deemed to have priority over any mortgage, lien or other encumbrance recorded after the recording of the Notice, but only to the extent of Two Thousand Five Hundred Dollars (\$2,500.00) plus interest and costs of collection. The Notice shall further provide that any subsequently filed Association maintenance lien shall be deemed to have been recorded and effective as of the date the Notice was recorded, and the Association shall have all of the rights, benefits and priorities attendant thereto. The Notice shall constitute a covenant, condition and restriction running with the land as to any Lot or Out Lot.

- D. issue, or to cause an appropriate Officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- E. procure and maintain adequate liability and hazard insurance on property owned by the Association;
- F. cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- G. cause the Out Lots, Common Areas, Beach Clubs and facilities to be maintained;
- H. cause all funds expended upon Beach Clubs to be exclusively derived from additional assessments against those Lots whose Members are entitled to the exclusive use of such Beach Clubs; except for such expenditures which, in the judgement of the Board of Directors, are necessary for the mutual benefit of all Members of the Association;
- I. perform such other duties as may be assigned to it by the membership or as may be required by Federal law or the laws of the State of Wisconsin relating to the Association, or such other duties which shall be in the best interests of the Association.

ARTICLE VII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The Officers of this Association shall be a President and a Vice President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other Officers or assistant officers, as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each Annual Meeting of Members. A prerequisite to nomination and election to the offices of President or Vice President shall be prior service for one full year as a member of the Board of Directors. A person who has served three (3) consecutive years as President shall not be eligible for nomination and election to the Office of President until one year or more has elapsed since that person's last year of service as President.

Section 3. Term. Officers of the Association shall be elected annually by the Board of Directors, and each shall hold office for one (1) year, unless he/she shall resign sooner, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any elected Officer may be removed by the persons authorized to elect such officer whenever, in their judgement, the best interests of the Association will be served. Any Officer may resign at any time, giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he/she replaces.

Section 7. Multiple Offices. The Office of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of Article VII.

Section 8. Duties. The duties of the Officers are as follows:

- A. President. The President shall be the principal Executive Officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. He shall, when present, preside at all meetings of the Members and of the Board of Directors. He shall have authority subject to such rules as may be prescribed by the Board of Directors, to appoint such agents and employees of the Corporation

as he shall deem necessary, to prescribe their powers, duties and compensation, and to delegate authority to them. Such agents and employees shall hold office at the discretion of the President. He shall have authority to sign, execute and acknowledge, on behalf of the Association, all deeds, mortgages, contracts, leases, reports and all other documents or instruments necessary or proper to be executed in the course of the Association's regular business or which is authorized by resolution of the Board of Directors. He may authorize the Vice-President or other officer or agent of the Corporation to sign, execute and acknowledge such documents or instruments in his place and stead. In general, he shall perform all duties incident to the Office of the President and such other duties as may be prescribed by the Board of Directors from time to time.

B. Vice-President. In the absence of the President, or in the event of his death, inability or refusal to act, or in the event for any reason it shall be impractical for the President to act personally, the Vice-President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. He shall perform such other duties and have such authority as from time to time may be delegated or assigned to him by the President or by the Board of Directors. The execution of any instrument of the Association by the Vice-President shall be conclusive evidence, as to third parties, of his authority to act in the stead of the President.

C. Secretary. The Secretary shall:

(1) keep the minutes of the meetings of the Members and of the Board of Directors.

(2) see that all notices are duly given in accordance with the provisions of these By-laws or as required by law;

(3) be custodian of the corporate records of the Corporation;

(4) keep or arrange for the keeping of a register of the post office address of each member which shall be furnished to the Secretary by each member;

(5) in general perform all duties incident to the Office of Secretary and have such other duties and exercise such authority as from time to time may be delegated or assigned to him by the President or by the Board of Directors.

D. Treasurer. The Treasurer shall:

(1) have charge and custody of and be responsible for all funds and security of the Association;

(2) be responsible for monies due and payable to the Association from any source whatsoever, and for the deposit of all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected;

(3) keep proper books of account;

(4) cause an annual audit of the Association books to be made by public accountant at the completion of each fiscal year;

(5) prepare a statement of income and expenditures to be presented to the membership at its Annual Meeting and deliver a copy to each of the Members;

(6) in general, perform all the duties incident to the Office of Treasurer and have such other duties and exercise such other authority as may from time to time be delegated or assigned to him by the President or by the Board of Directors.

Section 9. Fidelity Bonds. The Board may require that some or all officers and/or employees of the Association handling or responsible for the Association's funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

ARTICLE VIII COMMITTEES

The Board of Directors may create and appoint Members to one or more committees with such purposes, restrictions and limitations as the Board shall specify. In each case, the membership of a committee may include one or more Directors. Each committee shall, unless otherwise provided by the Board, serve at the pleasure of the Board. Subject to any limitations, restrictions and rules imposed by the Board, each committee may fix its own rules governing the conduct of its activities and shall make such reports of its activities to the Board of Directors as the Board may request.

ARTICLE IX BOOKS AND RECORDS

The books, records and papers of the Association shall, upon reasonable notice, be subject to inspection by any Member. The Articles of Incorporation, By-laws and Rules and Regulations shall be available for inspection by any Member at the principal office of the Association.

ARTICLE X CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words; "Legend Lake Property Owners Association, Inc."

ARTICLE XI AMENDMENTS

Section 1. Vote Required. These By-laws may be altered, amended or repealed and new By-laws may be adopted by the Members by affirmative vote of not less than a majority of the Members present or represented at any Annual Meeting or Special Meeting of the Members at which a quorum is in attendance, provided a statement of the proposed By-law is included in the notice of the meeting.

Section 2. Conflict. In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles of Incorporation shall control; and in the case of any conflict between the Rules and Regulations and these By-laws, the By-laws shall control.

ARTICLE XII MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of each year, commencing in 1991.

Section 2. Liability of Directors and Officers. No person shall be liable to the Association or its members for any loss or damage on account of any action taken or omitted to be taken by him as a Director or Officer of the Association if such person exercised and used the same degree of care and skill as a prudent man would have exercised or used in the circumstances in the conduct of his own affairs, or took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by Officers or employees of the Association which he had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law.

Section 3. Indemnification of Officers and Directors. Every person who is or was a Director or an Officer of the Association, together with the heirs, executors, and administrators of such person shall be indemnified by the Association against all liability, loss, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by, or imposed upon him in connection with or resulting from any claim, action, suit, or proceedings, including criminal proceedings, to which he is made or threatened to be made a party to by reason of his being or having been such a Director or Officer, except as to matters as to which he shall be finally adjudged in such action, suit, or proceedings to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such a Director or Officer in relation to the matter involved. The Association, by its Board, may indemnify in like manner, or with any limitations, any employees or former employees of the Association with respect to any action taken or not taken in his

capacity as such an employee. The foregoing rights of indemnification shall be in addition to all rights to which Officers, Directors, or employees, may be entitled as a matter of law.

All liability, loss, damage, costs and expenses incurred or suffered by the Association by reason of or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing contained in this Article XII shall be deemed to obligate the Association to indemnify any Member who is or has been an employee, Director, or Officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him as a Member of the Association under the Articles of Incorporation, By-laws, and Rules and Regulations of the Association.

The Association shall purchase appropriate liability insurance, with limits of liability to be decided upon by the Board, to cover the possible errors and omissions of the said Directors and Officers of the Association. The costs of said liability insurance shall be borne by the Association as a common expense.

ARTICLE XIII CONSTRUCTION AND DEFINITION

Unless the context requires otherwise, the general provisions, rules of construction and definitions contained in “The Wisconsin Nonstock Corporation Law”, Chapter 181, Wisconsin Statutes, shall govern the construction of these By-laws. Without limiting the foregoing, words importing one gender extend and apply to any gender. Any person who is designated a Chairman or other similar title may use another equivalent title such as in the case of Chairman, “Chair”, “Chairperson”, “Chairwoman”, or other such appropriate title.

ARTICLE XIV BUILDING AND USE RESTRICTIONS

Section 1. Application. All Lots shall be subject to the permitted use and restrictions set forth in this article. In the event that any local ordinance relates to the same subject matter as any provision of this Article, to the extent that the provision contained in this Article is more restrictive than the local ordinance, the restrictions contained in this Article shall remain in full force and effect. If the local ordinance is more restrictive than the provision of this Article, the local ordinance shall be superior.

- A. The Board of Directors shall adopt rules, regulations and procedures to implement and enforce the provisions of this Article.
- B. The Board of Directors shall adopt a variance and appeals procedure that shall be available to Members who, because of abnormal conditions or extenuating circumstances, may request relief from one or more provisions of this Article.

Section 2. Altering of Lot Lines: Owners of adjoining Lots may re-survey Lots and have the common boundary line moved subject to the following provisions:

- A. The relocation of the lot line does not create set back violations for existing structures, septic systems, or other improvements.
- B. For purposes of the proceeding Articles of these By-laws, no Lot shall be eliminated or a new Lot created.
- C. All Lots shall remain single family residential, with a minimum area of thirty thousand (30,000) square feet to accommodate residential services.
- D. Lots may be divided in half only when joined with adjoining Lots.
- E. Altering of Lot lines shall be filed with the Association Architectural Committee, and accepted by them, prior to any changes. A certified survey map shall then be registered with the County Register of Deeds.

Section 3: Permitted Structures:

- A. Permitted Principal Structures: Single family houses are the only permitted principal structures allowed, except as provided in Section 3:B. All new construction and remodeling plans shall be approved by the Architectural Committee at least ten (10) days prior to applying for a local building permit. The following restrictions shall apply to all principal structures.
 - (1) A minimum of seven hundred sixty (760) square feet must be provided in the main floor living area, exclusive of porches, projections and attached garages.
 - (2) The dwelling, exclusive of attachments and roof overhangs, shall have a minimum of four (4) horizontal dimensions of twenty-six (26) feet or greater.
 - (3) The maximum height for the principal structure shall be thirty-five (35) feet as measured from grade.
 - (4) The structure and attached garage must be placed on a frost free, full perimeter foundation.
 - (5) Attached garage limitations:
 - (a) Maximum size shall not exceed the lesser of, twelve hundred (1200) square feet or the main floor living area of the dwelling; i.e., if the main floor living area of the dwelling is eight hundred (800) square feet, the attached garage shall not exceed eight hundred (800) square feet.

(b) The height of the garage shall not exceed that of the dwelling.

(6) All building exteriors shall be completed within twelve (12) months from the date construction begins.

B. Permitted Accessory Structures: The following accessory structures are permitted. Not more than two (2) accessory structures shall be permitted on a Lot. Except as permitted in part (6) of this section, no accessory building may be constructed prior to the erection of the principle structure. All accessory structure exterior surfaces and color must conform to the exterior of the primary building located on the Lot.

(1) One (1) Unattached Garage, provided that:

(a) It does not exceed twelve hundred (1200) square feet.

(b) The side walls do not exceed ten (10) feet when measured vertical from the slab.

(c) The height at the ridge does not exceed twenty (20) feet when measured vertical from the slab.

(d) It is constructed upon a frost free foundation, or an approved concrete floating slab with a twelve (12) inch thick reinforced perimeter grade beam or thickened edge.

(2) One (1) Storage Shed, provided that:

(a) It is not to be less than sixty (60) square feet, and not more than one hundred twenty (120) square feet.

(b) The side walls do not exceed eight (8) feet when measured vertical from grade.

(c) The height at the ridge does not exceed twelve (12) feet when measured vertical from grade.

(d) The floor is rodent proof (concrete, blacktop, or tightly laid patio block).

(3) One (1) Wood Shed (roof only, supported on posts, for the sheltered storage of firewood) provided that:

(a) It does not exceed one hundred twenty (120) square feet, and not more than eight (8) feet high.

- (4) One (1) Gazebo (decorative lawn shelter) provided that:
 - (a) It does not exceed one hundred twenty (120) square feet, and not more than twelve (12) feet high.
- (5) One (1) Playhouse, provided that:
 - (a) It does not exceed one hundred twenty (120) square feet, and not More than eight (8) feet high.
- (6) The following are exceptions to the requirement to erect a principle structure prior to an accessory structure.
 - (a) A storage shed, complying with part (2) above, may be erected prior to the principle structure.
 - (b) The owner of a completed and compliant principle structure who also owns an additional lot on which there is no structure may opt to build a garage on that lot, (complying with (1) above), if all the following additional conditions are met:
 - 1. The lot upon which the garage is to be built is within ½ mile of the principle structure.
 - 2. A plot plan submitted by the owner and approved by the Architectural Committee shall show the location of the garage and also the future locations of a principle structure, a septic system and a well.
 - 3. Seasonal camping will be prohibited, if there is a septic system on the Lot where the garage is to be built, the connecting pipe shall be sealed to prevent use.
 - 4. The owner executes and files a restrictive covenant with regard to the Lot which restricts the sale of the Lot separate from the lot on which the principle structure is located, unless:
 - (a) a principle structure is added to the Lot with the garage within one year of such sale, or,
 - (b) that the garage is removed from the Lot within one year of such sale, or,

(c) the garage/lot is sold to another Association property owner that has a lot with a principle structure.

5. This option can be exercised only once per residence.
6. Garages must be built using residential type construction materials and finishes, natural earth tone colors shall be utilized. No metal pole buildings will be allowed.
7. Exterior lighting, if installed, must use motion sensors or be dark sky compliant, cut-off type.
8. Owners must maintain and upkeep the exterior of the garage and prevent the accumulation of unused or unsightly materials or objects on the property.
9. No outdoor storage will be allowed, including boat trailers, campers, trash containers, etc.
10. Only trees and shrubs within the footprint of the garage, within twenty feet (20') of the garage, the driveway, and within ten feet (10') of driveway maybe removed.
11. Property and garages may not be rented or leased to others.

(c) Enforcement and Penalties:

- A If a violation to this Article is observed and reported to the Board an investigation will be made by the Board. If non-compliance is verified, the Board shall immediately notify the responsible parties of such violation(s). Such notification shall include the nature of the violation(s) and orders that such violation(s) be halted or remedied immediately. It also shall include a statement that legal action may be initiated if remedial action is not commenced within three (3) days and completed within ten (10) days.
- B Each day a violation(s) exists or continues shall be considered a separate offense.
- C Forfeitures per day for violations of this Article shall be one hundred dollars (\$100.00) payable to Legend Lake Property Owners Association.

(7) Temporary Portable Storage/Shelter Units

- (a) The temporary portable storage storage/shelter units must adhere to any setbacks (lake, roads, property lines, etc.) required for the accessory structures, as defined in Section 3, Part C of this By-Law. The units are seasonal and allowed to be up from Labor Day Weekend through Memorial Day Weekend. They must be completely taken down (summer months) and can be put back up Labor Day Weekend of that specific year.
- (b) Shelter units are allowed anytime of the year for short periods of time with a permit; maximum of 5 (five) days (ex. a wedding or reunion). A permit application must be filled out and can be obtained from the Association office prior to set-up.

C. Dimensional and Setback Requirements:

- (1) Setbacks: No building, porch or projection shall be erected or maintained on any Lot closer than one hundred (100) feet from the established normal high water mark, nor thirty (30) feet from any town road right of way, nor thirty (30) feet from any county road right of way. The setback from side Lot lines shall be a minimum of ten (10) feet. The setback from a wilderness or common area shall be ten (10) feet.
- (2) Setback measurements are taken from the exterior vertical wall of the dwelling. Roof overhangs may extend into the required yard at a distance not to exceed two (2) feet.
- (3) No structure shall be erected within the setback areas as described above with the exception of a fence, which is allowed by permit from the Architectural Committee.
- (4) The setback for a septic system shall be one hundred (100) feet from the established normal high water mark. All support systems; i.e., well, septic system, and LP tanks, shall be located within the lot being served.

Section 4: Permitted Uses & Restrictions:

- A. All Lots are single family residential and for the sole use of the owner. Except as set forth in Section 5, no part of said premises shall be used for commercial purposes. Commercial purpose is defined as occupied with or engaged in commerce or work intended for commerce. Included in commercial purpose would be the rental of property or garages rented to others and those rental agreements would not be allowed.

- (1) Enforcement and Penalties relating to Section 4A (Commercial Purpose):
If a violation to this Article is observed and reported to the Board an investigation will be made by the Board. If non-compliance is verified, the

Board shall immediately notify the responsible parties of such violation(s). Such notification shall include the nature of the violation(s) and orders that such violation(s) be halted or remedied immediately. It also shall include a statement that legal action may be initiated if remedial action is not commenced within three (3) days and completed within ten (10) days.

- (2) Each day a violation(s) exists or continues shall be considered a separate Offense.
- (3) Forfeitures per day for violations of this Article shall be one hundred dollars (\$100.00) payable to Legend Lake Property Owners Association.
- B. No solid, nonporous, surface pavement is allowed within one hundred (100) feet of the established normal high water mark.
- C. Lot owners shall not cut, or allow to be cut, more than thirty percent (30%) of the trees in that area lying between the building site and the waters edge, nor from that portion thirty five (35) feet in width lying adjacent and parallel to any road.
- D. Pedestrian walkways essential to access the shore because of steep slopes, slippery or wet soil conditions, provided that:
 - (1) The walkway does not exceed four (4) feet in width.
 - (2) On a slope of more than ten percent (10%), steps may be constructed.
 - (3) One (1) level landing area with a maximum of eighty (80) square feet may be incorporated into the walkway.
 - (4) The walkway and/or landing shall not extend above the surrounding grade. Permanent (cannot be easily removed by two people) canopies, roofs, benches, seats and tables are not permitted.
 - (5) The surface shall be water permeable (i.e.; gravel, paving brick or patio block with sand joints). Solid surfaces such as concrete or blacktop are not permitted.
- E. Vehicular driveways shall not be permitted within the one hundred (100) foot setback from the ordinary high water mark of the lake.
- F. Signage: Lot identification signs, both road side and lake side, are encouraged.
- G. Retaining walls are permitted in the one hundred (100) foot setback from the ordinary high water mark of the lake. Maximum height shall be two (2) feet and shall conform to DNR guidelines.

H. Patios: (Within the one hundred (100) foot set back from the ordinary high water mark of the lake.)

- (1) Maximum size of one hundred fifty (150) square feet.
- (2) Minimum of fifteen (15) feet back from ordinary high water mark.
- (3) Patio surface materials:

Preferred: grass, sand, aggregate or flag stone.
Allowed: brick, patio block.
- (4) Joints: flag stone, brick, and patio block must have sand joints to allow water seepage.
- (5) Not allowed: solid surface such as concrete or asphalt, railings, or fixed seating (must be movable).

Section 5: Permitted Accessory Uses:

A. Home Occupations: Customary home occupations are permitted provided:

- (1) The space required does not exceed twenty five percent (25%) of the living area.
- (2) There is no increase in traffic or parking.
- (3) Home occupations, outside of the living area, are prohibited.

B. Guest Camping: This shall allow for temporary use of recreational camping equipment on an improved Lot (one with a permitted principal structure) provided that:

- (1) The property owner is on site.
- (2) Those using the recreational camping equipment have free access to the principal dwelling.
- (3) The maximum consecutive stay does not exceed fifteen (15) days.

Section 6: Additional Requirements and Restrictions:

A. The placing of house trailers, buses or any semi-permanent mobile structure on any Lot shall be prohibited.

- B. Only State of Wisconsin approved waste disposal (septic) systems shall be allowed. Outhouses and privies are not allowed. A portable toilet, provided by a licensed sanitary plumber is allowed only by specific permit of the Association.
- C. Boathouses shall not be allowed.
- D. The storage of travel trailers, recreational vehicles or buses and other motorized vehicles is not permitted, unless there is a principal structure in use on the property. Other than the driveway area, such vehicles shall not be stored within the front yard, road right-of-way, or within the one hundred (100) foot setback from the ordinary high water mark.
- E. Fencing: A permit from the Association Architectural Committee is required, and shall be of split rail material only, and shall meet the following setback requirements.
 - (1) Side yard fencing may be as close to the property line as possible, and may extend from roadside property line to within one hundred (100) feet of the ordinary high water mark.
 - (2) Roadside fencing may be as close to the property line as possible, can extend to both side property lines, and may contain a matching gate.
 - (3) A gate only may be placed across a roadside driveway, and shall be constructed of wood only.

**ARTICLE XV
CAMPING**

Camping both seasonal and temporary, shall be allowed per this By-Law change approved by the membership on June 9th, 2007. The camping regulations below are adopted in 2007 for regulation and enforcement starting January 1, 2010. These By-Laws will be enforced through the Legend Lake Property Owners Association and enforced by the Wisconsin courts. Violators will be denied a permit in future years.

Section 1. Camping Restrictions

- A. No mobile home shall be used for camping purposes. The definition of a mobile home is set forth in Wisconsin Statutes, Section 34.01 (29) and is incorporated herein by reference and adoption of the definition for the phrase “mobile home”.
- B. A trailer is defined by Wisconsin Statutes as no longer than forty five (45) feet from tip of tongue to rear of bumper and not more than eight (8) feet wide.
- C. Campers shall be required to place equipment as provided for in Article XIV Section 3, C (1).

“No building, porch or projection shall be erected or maintained on any Lot closer than one hundred (100) feet from the established normal high water mark, nor thirty five (35) feet from any town road right of way, nor forty two (42) feet from any county road right of way. The setback from side Lot lines shall be a minimum of ten (10) feet. The setback from a wilderness or common area shall be ten (10) feet.”

- D. All sanitary systems must meet State, County and Town regulations. No outside toilet or privy shall be erected or maintained. There will be no disposal of gray water into or onto the ground. No septic systems shall be constructed closer than one hundred (100) feet from the established normal high water mark.
- E. Camping unit may be left on a Lot for *Permanent Seasonal Camping*, April 16th through October 14th of a given year by permit. Camping in the off-season, October 15th through April 15th, is allowed without permit, but the equipment comes with you and leaves with you. No exceptions.
- F. Seasonal camping permit must be prominently displayed on tree or post at height of five feet within 30 feet from centerline of roadway facing road but not within road ditch right of way.

Section 2. Temporary Camping

- A. Pop-up units may be utilized anytime during the year. Only one unit is allowed per Lot. Placement of unit must comply with all setback requirements previously established for a building or structure. No permit is required; however, equipment comes with you and leaves with you. No exceptions.
As per Menominee County regulations 8.517 – B. Short term camping shall be permitted for a maximum of 10 consecutive days provided that:
 - 1. Campers are totally self contained or connected to an approved septic system.
 - 2. All camping units and any accessory equipment are removed from the property for a minimum of five days before returning to the property.
 - 3. The maximum number of days of use shall not exceed thirty days in a calendar year.
 - 4. The property owner shall be on site or easily accessible and will be responsible.
 - 5. All set back and yard requirements are maintained.
- B. Recreational Trailer/Motor Home units no longer than forty five (45) feet may be utilized anytime during the year. Only one unit is allowed per Lot. Placement of unit must comply with all set back requirements previously established for a building or structure. No permit is required however, equipment comes with you and leaves with you. No exceptions.
Menominee County regulations 8.517- B apply same as point 2A above.

- C. During active construction of a dwelling, a camping unit may be placed upon, and allowed to remain upon, a Lot for no longer than twelve (12) months from the date of approval of building plans by the Association Architectural Committee, if such accommodations are required for the continuous use of the owner of the Lot. Thereafter, the unit must be promptly removed, or may be stored on premises as provided in article XIV, section 6D.
- D. Sanitary waste must be properly disposed of at all times and in all cases.
- E. Property cannot be rented or leased out as an income-generating campsite.

Section 3. Guest Camping

In addition to Section 2, the following shall apply: Guest camping shall allow for temporary use of a recreational camping unit on a Lot, provided that:

- A. Menominee County regulations 8.517 – B are adhered to as stated above in Section 2.A.
- B. Sanitary waste is properly disposed of at all times and in all cases.

Section 4. Seasonal Camping (April 16th. – October 14th.)

- A. A unit no longer than forty-five (45) feet may be placed on a Lot from April 16th to October 14th. Only one seasonal camping unit is allowed per Lot.
- B. Placement of unit shall comply with all setback requirements as previously established for a building or structure.
- C. A permit is required annually. (\$10.00 metal signage if needed) Yearly camping sticker free to members in Good Standing with the Association. Metal sign price to be adjusted with inflation..
- D. An approved septic system, well and electrical service must be in place prior to issuance of a camping permit. This is as per Menominee County regulations, section 8.517.
- E. Two trailers (boat, utility, combination of.) may also be stored on property during the Seasonal camping time frame provided the Seasonal camping permit has been obtained.

Section 5. Storage of Camping Units

- A. When a Lot is improved with a single family residence for the sole use of the owner, a camping unit may be stored upon that Lot if said unit is solely owned by the owners of the Lot, and is not in use. Placement of a camping unit must

comply to all setback requirements as previously established for a building or structure. Camping unit must be in good road worthy condition.

- B. A “unit” is defined as a manufactured facility that is no longer than forty-five (45) feet in length, and is generally accepted as being intended for recreational purposes, such as camping. Such manufactured facilities include pop-up campers, recreational trailers, 5th wheels, motor homes, etc.

Section 6. Storage sheds, Steps, Decks.

- A. Permanently attached steps and decks to trailers are not permitted.
- B. One storage shed on property with no primary residence is allowed as per LLPOA by laws Article XIV section 3.

**ARTICLE XVI
RESTRICTIVE COVENANTS**

Restrictive Covenants approved by the membership on June 13, 2009 by way of Amendment to Bylaws are set out herein.

RESTRICTIVE COVENANTS

In re title to: Legend Lake Lots and Outlots, Menominee County, Wisconsin (covenants and legal description Document 29803, Volume 84 Record, Pages 876-946, Menominee County Register of Deeds Office.)

RECITALS

The Legend Lake Plat and development was originally created to, among other things, increase the tax base of Menominee County, Wisconsin. These Restrictive Covenants are intended to preserve the tax base of Menominee County, Wisconsin. These Restrictive Covenants are further intended to, among other things, increase property values of Legend Lake properties by insuring compliance with state and local municipal control and governance, and to assure compliance with membership responsibilities of the Legend Lake Property Owners Association, Inc. (hereinafter, the “Association”).

These Restrictive Covenants, adopted on June 13, 2009, by way of an Amendment to the Bylaws of the Association, upon due notice and requisite affirmative vote of the membership at the Annual Meeting, shall and hereby constitutes covenants, conditions and restrictions running with the land as to any plot of land designated as a “lot” or “out lot” as set forth on the plat of Legend Lake, and any additions or amendments thereto, filed with the Register of Deeds for Menominee County (hereinafter, the “Subject Real Estate”).

Each part of the Subject Real Estate shall be held, sold or conveyed only in accordance with these Restrictive Covenants, which shall be binding upon all parties acquiring or holding any right, title or interest in the Subject Real Estate (or any part thereof), their heirs, personal representatives, successors or assigns, and the Restrictive Covenants contained herein shall inure to the benefit of each owner thereof.

These Restrictive Covenants shall not apply to, or be binding upon, any “lot” or “out lot,” as set forth on the plat of Legend Lake, and any additions or amendments thereto, filed with the Register of Deeds for Menominee County, which, on the date of adoption of the above referenced Amendment, were owned by any sovereign or dependent sovereign nation, and/or which were placed in federal trust pursuant to the Indian Reorganization Act, provided, however, that upon sale, transfer or conveyance of such Subject Real Estate (or any part thereof) to a third party that is not a sovereign or dependent sovereign nation, or upon such Subject Real Estate’s transfer out of federal trust, these Restrictive Covenants shall then apply to and be binding upon such Subject Real Estate (or any part thereof).

1. Restriction on Transfer.

A. The foregoing Recitals are incorporated by reference herein.

B. Without the express written consent of the Association, which to be effective must be duly voted upon and approved by the Association’s membership by amendment to the bylaws, no owner of any interest in the Subject Real Estate (or any part thereof) shall transfer any interest in the Subject Real Estate to any individual, entity (whether corporation, limited liability company, limited partnership, limited liability partnership, general partnership or otherwise), organization, or sovereign or dependent sovereign nation, or during the period of ownership take any action, the result of which could or would:

(1) remove or eliminate the Subject Real Estate (or any part thereof) from the tax rolls of Menominee County, Wisconsin;

(2) diminish or eliminate the payment of real estate taxes duly levied or assessed against the Subject Real Estate (or any part thereof);

(3) remove the Subject Real Estate (or any part thereof) from the zoning authority and general municipal jurisdiction of Menominee County, Wisconsin;

(4) remove the Subject Real Estate (or any part thereof) from the general municipal jurisdiction of the State of Wisconsin, to include administrative regulations duly adopted; and/or

(5) remove the Subject Real Estate (or any part thereof) from the obligations and/or restrictions imposed on the Subject Real Estate (or any part thereof) by the duly adopted bylaws and resolutions of the Association, to include, without limitation, the obligation to pay all dues and assessments properly levied by the Association.

C. This Restriction on Transfer of Paragraph 1 shall apply to the transfer of an interest in an entity that is an owner of the Subject Real Estate if, as a result of the transfer, any of items (1) – (5) above could or would occur. This restriction shall, among other things, expressly apply to any application to have the Subject Real Estate (or any part thereof) placed into federal trust pursuant to the Indian Reorganization Act.

D. Any owner of an interest in the Subject Real Estate (or any part thereof) shall at all times comply with any and all municipal and Association laws, rules, regulations and obligations as set forth in the foregoing restrictions, to include, without limitation, the property tax collection laws set forth in Chapters 74 and 75 of the Wisconsin Statutes. **The Subject Real Estate remains subject to said municipal and Association laws, rules, regulations and obligations, in rem, notwithstanding a transfer to an owner not otherwise subject to them.**

E. Any purported transfer of any interest in the Subject Real Estate (or any part thereof) in violation of these restrictions shall be null and void.

F. Notwithstanding the foregoing, nothing contained in these Restrictive Covenants, including without limitation this paragraph, shall be deemed or construed to:

(1) prevent, limit or restrict any owner or holder of any interest in the Subject Real Estate (or any part thereof) from contesting, protesting, appealing or otherwise challenging (through whatever lawful means are necessary or advisable) the amount of any real property tax levied or assessed by any “taxation district” or “taxing jurisdiction” (as the foregoing terms are defined in and by Wis. Stats. Section 74.01(6) – (7) and/or successor statutes thereto and/or regulations promulgated thereunder) including without limitation the State of Wisconsin, Menominee County, municipal or school district, township or other jurisdiction assessing “general property taxes” (as defined by Wis. Stats. Section 74.01(1) or successor statutes and/or regulations promulgated thereunder) levied or assessed against the Subject Real Estate (or any part thereof) and/or “special assessments,” “special charges,” “special tax” (as the foregoing terms are defined in and by Wis. Stats. Section 74.01(1) – (5) and/or successor statutes thereto and/or regulations promulgated thereunder) and/or other municipal or governmental charges levied or assessed against the Subject Real Estate;

(2) effect a waiver, abrogation, release or relinquishment of any constitutional rights granted to or held by real property owners under the constitution or laws of the United States and/or the State of Wisconsin, including without limitation pursuant to Chapters 74 and 75, Wis. Stats.;

(3) to cause, except as expressly covenanted and agreed herein, the Subject Real Estate to be taxed or otherwise treated by Menominee County in any manner differently from any other parcel of real estate located within Menominee County’s lawful taxing jurisdiction, zoning authority and/or general municipal jurisdiction; and/or

(4) prevent, limit or restrict any owner or holder of any interest in the Subject Real Estate (or any part thereof) from contesting, protesting, appealing or otherwise challenging

(through whatever lawful means are necessary or advisable) the obligations and/or restrictions imposed on the Subject Real Estate (or any part thereof) by the duly adopted bylaws and resolutions of the Association.

G. Further, notwithstanding anything in these Restrictive Covenants to the contrary, the foregoing provisions are not intended to affect, and shall not apply to:

(1) any transferor's grant of utility, ingress/egress, access, maintenance, signage, drainage, conservation or other easements or similar interests of any type or nature in the Subject Real Estate (or parts thereof) for the benefit of third parties which are immaterial to the fee ownership of the Subject Real Estate;

(2) any transferor's grant to a third party or parties of any real estate security agreement, mortgage(s), deed in trust, Uniform Commercial Code (UCC) fixture or other filing or other similar security devices or instrument evidencing a collateral interest in the Subject Real Estate (or any part thereof) to be held by any bank, credit union, savings and loan or saving bank, and/or other lenders in consideration of past, present and/or future indebtedness by any transferor, unless, and not until, there is a foreclosure or execution on such real estate security instrument which results in the transfer of title to the Subject Real Estate (or any part thereof); or

(3) any other grant of a material interest in the Subject Real Estate (or part thereof) which does not substantially alter the fee simple or other equitable ownership in the Subject Real Estate and does not result in the violation of the restrictions contained in Paragraph 1 above.

2. **Duration of Restrictions.** The covenants, conditions, and restrictions contained in this instrument are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of one hundred (100) years from the date this instrument is recorded, after which time such covenants, conditions, and restrictions shall be automatically extended for successive periods of fifty (50) years, unless and until an instrument terminating the covenants set forth herein, or any portion thereof, is executed by the Association, after a due and proper vote of the membership, and filed with the Register of Deeds for Menominee County, Wisconsin.

3. **Reformation of Covenants.** If any provision or clause of these Restrictive Covenants is held to be invalid or inoperative by a court of competent jurisdiction, then such clause or provision shall be severed herefrom without affecting any other provision or clause of these Restrictive Covenants, the balance of which shall remain in full force and effect; provided, however, that if such provision or clause may be modified for it to be valid as a matter of law, then the provision or clause shall be deemed to be modified so as to be enforceable to the maximum extent permitted by law.

4. **Miscellaneous.**

- A. Expenses. In the event that any legal action is filed arising out of, or relating to, these Restrictive Covenants, and the Association is a party to said action, in the event that the Association is a prevailing party, all non-prevailing parties, jointly and severally, shall be liable to the Association for all costs and expenses incurred by the Association in defending or prosecuting such action, including reasonable attorney fees and said costs and expenses shall be an Association lien on the disputed lot or out lot.
- B. Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered to be given and received in all respects when personally delivered or sent by prepaid telex, cable or telecopy, or sent by reputable overnight courier service, or three (3) days after deposit in the United States Mail, certified mail, postage prepaid, return receipt requested.
- C. Binding Effect. These Restrictive Covenants shall be binding upon the Subject Real Estate as a covenant running with land and shall bind all present and future owners of any interest in the Subject Real Estate or any portion thereof.
- D. Paragraph Headings. The headings in this document are for purposes of convenience and ease of reference only and shall not be construed to limit or otherwise affect the meaning of any part of this document.
- E. Irreparable Injury. It is acknowledged by any owner of any interest in the Subject Real Estate (or any part thereof) that the duties, obligations and restrictions imposed by these Restrictive Covenants are reasonable and necessary for the protection of the legitimate interests of the Association. It is further acknowledged that the Association will suffer irreparable harm in the event of a violation of these Restrictive Covenants, and that the Association shall have the right to specifically enforce these Restrictive Covenants by way of a temporary restraining order or injunction in a court of competent jurisdiction.
- F. Applicable Law; Jurisdiction and Venue. Any and all actions or proceedings seeking to enforce any provision of, or based upon any right arising out of, these Restrictive Covenants running with the land shall be brought against a party in the Circuit Court of Menominee County, State of Wisconsin (sitting in Shawano, Wisconsin) where the land is situated, and any purchaser and/or transferee of the land that is a party to any such action, by accepting the deed thereto, consents to the exclusive jurisdiction and venue of such court (and the appropriate appellate courts therefrom) in any such action or proceeding and waives any objection to jurisdiction and venue laid therein.
- G. Waiver of Defense. **By acceptance of a deed transferring title ownership of any portion of the Subject Real Estate, the title owner hereby waives any defense to an action filed with respect to these Restrictive Covenants by the Association based on sovereign immunity, and expressly consents to suit as**

provided for in Paragraph 4F above, and enforcement of any judgment rendered therein.