Document Number

# THIRD AMENDMENT AND RESTATEMENT OF SOUTHVIEW SHORES DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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This Third Amendment and Restatement of the Southview Shores Declaration of Covenants, Conditions and Restrictions is made this 6<sup>th</sup> day of November, 2025.

# RECITALS

WHEREAS, the Southview Shores Declaration of Covenants, Conditions and Restrictions dated the 15th day of April, 2004, was recorded on the 20th day of April, 2004, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 630710 ("Declaration"); the First Amendment

Name and Return Address

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to Southview Shores Declaration of Covenants, Conditions and Restrictions, dated the 27th day of August, 2010, was recorded on the 20th day of September, 2010, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 681870 ("First Amendment"); and the Second Amendment to Southview Shores Declaration of Covenants, Conditions and Restrictions, dated the 12th day of November, 2022, was recorded on the 22nd day of November, 2022, with the Register of Deeds for Juneau County, Wisconsin, as Document No. 754391 ("Second Amendment"); and

WHEREAS, Article VIII of the Declaration provides that the Declaration may be amended; and

WHEREAS, the owners wish to amend and restate the Declaration, First Amendment, and Second Amendment, in their entirety.

**NOW, THEREFORE**, the Declaration, First Amendment, and Second Amendment are hereby amended and restated, as follows:

WHEREAS, the real estate described on the attached Exhibit A and shown on Exhibits B-1 and B-2 is subject to this Third Amendment and Restatement to Southview Shores Declaration of Covenants, Conditions and Restrictions.

WHEREAS, this Subject Property also includes Nine (9) common piers on the 100 foot strip at the water's edge with pier One (1) opposite the East line of Lot 1 serving Lots 1,59,60,61,62,63,64,65,66,67,68&70; pier Two (2) opposite the property line between Lots 4 & 5 serving Lots 2,3,4,5,6,69,71&72; pier Three (3) opposite the property line between Lots 9 & 10 serving Lots 7,8,9,10,11,73,74&75; pier Four (4) opposite the property line between Lots 14 & 15 serving Lots 12,13,14,15,16,76,77&78; pier Five (5) opposite the property line between Lots 18 & 19 serving Lots 17,18,19,20,56,57,58,79,80&81; pier Six (6) opposite the property line between Lots 23& 24 serving Lots 21,22,23,24,25,55,82,83,84 &85; pier Seven (7) opposite the property line between Lots 27 & 28 serving Lots 26,27,28, 29,39,53,54,86,87&88; pier Eight (8) opposite the property line between Lots 32 & 33 serving Lots 30,31,32,33,34,35,37,38,51&52; pier Nine (9) opposite the west line of Lots 36 serving Lots 36,40,41,42,43,44,45,46,47,48,49&50. The above lot allocations may be changed at the Board's discretion.

WHEREAS, the Subject Property includes nine (9) common piers on the 100 foot easement strip (as shown in Exhibits B-1 and B-2) as well as the right to use the aforesaid 100 foot easement strip. The right to use said piers and the 100 foot easement strip or other common property are subject to the provisions of the Nonexclusive License Agreement to be entered into with the Wisconsin River Power Company.

WHEREAS, all of the property referred to in the foregoing paragraphs is hereinafter

referred to as the "Subject Property."

WHEREAS, Southview Shores Waterfront Community Association, Ltd. ("Association"), desires to provide for the preservation of the values and amenities of Subject Property and, to this end, desire to subject aforesaid Subject Property to the covenants, conditions, restrictions and charges hereinafter set forth, each and all of which is and are for the benefit of Subject Property as a whole and all owners of any part thereof.

NOW, THEREFORE, the Association does hereby give notice to all purchasers and their successors of any portion of Subject Property herein before described and whomsoever it may concern that Subject Property is, and each and every conveyance or any portion of Subject Property will be, subject to the following covenants, conditions, restrictions and charges which will inure to the benefit of and pass with Subject Property, and each and every parcel thereof, and shall apply to and bind each successor in interest, and any owner thereof.

#### ARTICLEI

#### GENERAL PURPOSE

The purpose of this Declaration is to insure the best use and the most appropriate development and improvement of the Subject Property; to protect owners of Subject Property against such use of surrounding property as will detract from the value of their property; to preserve, so far as practicable, the natural beauty of Subject Property, to insure the highest and best development for Subject Property, to encourage and secure the erection of attractive structures thereon with appropriate locations thereof on each parcel; to promote harmonious improvement of Subject Property; to secure and maintain proper setbacks from the roads, and adequate free spaces between structures; and in general to provide adequately for a high type in

quality and improvement in Subject Property, and thereby to preserve and enhance the value of investments made by purchasers of Subject Property therein.

#### ARTICLE II

#### **USE OF LAND**

All lots within the Subject Property shall be used only for single family residential purposes. Lot improvements shall include, but not be limited to, the house, garage, patios, walks, landscaping, well and septic fields. Garages, whether attached or detached from the single family residence, shall be used exclusively for storage of motor vehicles or other property according to applicable laws, ordinances and regulations, but shall not be used or occupied for any other purpose. No garage or any other accessory building may be built or maintained on a lot within the Subject Property except contemporaneous with the construction of a single family residence on such property in accordance with the terms, conditions and conditions hereinafter set forth.

Any existing garage, accessory building or similar structure completed in compliance with the Declaration before the recording of the First Amendment (September 20, 2010) may remain on said lot. If more than one-half the size of such accessory building is destroyed or requires repair or replacement to comply with the governmental laws, rules or regulations, then it must be repaired or rebuilt to comply with the requirements of the Declaration as amended.

No garages, storage facilities or other accessory buildings may be placed or constructed on a lot within the Subject Property except as part of the contemporaneous construction of a single family residence which complies with the requirements of Article III of the Declaration as amended. Irrespective of the foregoing, no pole barns, commercial-style metal buildings or similar structures, except those completed prior to September 20, 2010, may be allowed on any lots within the Subject Property, and there shall be no more than one such accessory building on each lot of the Subject property, and any such accessory building shall conform to all applicable zoning regulations.

All terms, regulations and conditions of any applicable township, county or state zoning or subdivision ordinances, statute or regulation shall be and remain in effect.

No noxious or offensive trade or activity shall be carried on upon the Subject Property, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

No mobile homes, junk cars or shacks shall be permitted on Subject Property, nor shall any structure of a temporary character be used as a dwelling. Camping is not permitted on Subject Property.

No on-site un-housed storage will be allowed for excess material and infrequently used vehicles. Storage of snowmobiles, boats, trailers, campers, golf carts and other seasonal items frequently used off of Subject Property will be allowed, provided they are not kept closer than 30 feet from any public road and 10 feet from any property line.

Outdoor toilets shall not be permitted.

No horses, cows, goats, pigs, sheep, poultry or fowl of any kind will be permitted to be kept on any part of Subject Property. Pets will be permitted and shall be properly restrained so as to avoid becoming an annoyance or nuisance to the neighborhood and shall be in accordance with any other applicable ordinance. All exterior lighting shall not interfere with the use and enjoyment of neighboring properties.

No seawalls or other shoreline stabilization measures are allowed without prior written authorization from the Wisconsin Department of Natural Resources, the Juneau County Zoning office, and Wisconsin River Power Company.

The Town of Armenia requires driveway Permits. Town driveway specifications are as follows: 20' drivable surface within the Town road right of way. Culverts may be required. If the Town determines a culvert is required, it would need a minimum diameter of 12", with no less than one foot protruding from each end of driveway. Culvert diameter and ditch size is to be determined by the Town Chairperson or their designee. Minimum driveway width off of right of way to be 15', with vegetation to be cleared 15' high and a turnaround radius of no less than 30' at the end of the driveway.

A residential home on a lot may be rented only if all of the following requirements are met:

A. The term of any such lease shall be in writing and shall not be less than ninety (90) days. The lease may not be subleased or assigned. Only one family, related by blood, marriage, or adoption, may occupy the rented premises during the ninety (90) days. The premises may be rented again only upon the expiration of the ninety (90) days. The family may invite guests during the term of the lease, provided that the number of people staying in the home overnight does not exceed two people per bedroom. For the purposes of this section, bedroom shall mean sleeping quarters in a room with walls and at least one door, and not including any common areas such as the living room, family room, kitchen, basement, bathrooms, utility room, etc. Guests shall not be permitted to camp in tents,

- recreational vehicles, motor vehicles or other structures (temporary or permanent) on the property. No guests of the family shall be permitted on the property, unless at least one member of the renting family is present;
- B. The lease contains a statement obligating all tenants to abide by the Declaration, the Articles of Incorporation, the Bylaws, all rules and regulations of the Association, the Land Use/Lease Agreement with Wisconsin River Power Company ("WRPCO"), the Non-Exclusive License Agreement with WRPCO, WRPCO's Dock Management Policy, any rules, regulations or directives from WRPCO, and providing that the lease is subject to and subordinate to the same;
- C. The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles of Incorporation, the Bylaws, all rules and regulations of the Association, the Land Use/Lease Agreement with WRPCO, the Non-Exclusive License Agreement with WRPCO, WRPCO's Dock Management Policy, any rules, regulations or directives from WRPCO shall be enforceable by the Association as a third-party beneficiary to the Lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws, and the rules and regulations of the Association, the right to evict the tenant or terminate the Lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation;
- D. A true and complete copy of the Lease shall be provided to the Association via email at least ten (10) days prior to execution so that the Association can confirm that the Lease meets the requirements of this Article;
- E. At the time the proposed lease is submitted pursuant to Section D, above, the lot owner shall provide the Association with proof that the lot owner has obtained a comprehensive liability insurance policy with liability coverage for at least \$1,000,000 per occurrence for personal injury and/or property damage insuring the lot owner against any liability arising out of the rental of the lot, the tenants' use of the lot owner's improvements or the Association's property. Southview Shores Waterfront Community Association, Ltd. shall be named as an additional insured. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement, which shall preclude the insurer from denying the claim of the Association because of the negligent acts of the Association or other lot owners. The insurance policy shall contain a provision requiring the insurance company to provide the Association with at least 28 days written notice prior to cancelling the policy for any reason; and

F. If any lot owner or the lot owner's tenants violate this Article three times within a 12-month period, the home on the lot may not be rented for a period of 24 months after the tenant removes from the home. If any lot owner or the lot owner's tenants violate this Article six times within a 48-month period, the home on the lot may not be rented for a period of 48 months after the tenant removes from the home.

During the term of any lease, each lot owner shall remain liable for the compliance of the home, such lot owner and all tenants of the home with all provisions of this Declaration, the Articles of Incorporation, the Bylaws, all rules and regulations of the Association, the Land Use/Lease Agreement with WRPCO, the Non-Exclusive License Agreement with WRPCO, WRPCO's Dock Management Policy, any rules, regulations or directives from WRPCO, and shall be responsible for securing such compliance from the tenants of the home.

Timeshare ownership or any similar concepts are strictly prohibited.

No person shall tie, attach, or otherwise attempt to secure a boat or watercraft to a dock, pier, or other property of the Association, except within a properly installed lift.

No person shall moor or otherwise attempt to secure a boat or watercraft to the shore that is the subject of the Use/Lease Agreement with WRPCO or the Non-Exclusive License Agreement with WRPCO.

#### ARTICLE III

#### ARCHITECTURAL REVIEW

Prior to commencing work on any construction, repairs, additions, or alterations on any exterior portion of any structure or improvement, the property owner shall notify the Architectural Review Committee (described in Article VII(5), below) of the property owner's intent to do so. Prior to commencing work, the property owner shall provide the

Architectural Review Committee with two sets of plans (including building construction plans (with roof, siding and trim colors), site plans, grading plans (where necessary) and landscaping plans), together with any forms required by the Architectural Review Committee. If and when plans are approved, one set of the approved plans shall be signed, dated, and returned by the Architectural Review Committee to the property owner as evidence of such approval. The property owner will provide the Architectural Review Committee with a postage paid envelope to mail back approved architectural plans to the property owner. Any changes or revisions required by the Architectural Review Committee may be noted as an exception to approval on the plans and detailed in a letter to the property owner. The Architectural Review Committee may also request that revisions shall first be made to the plans by the property owner's agent before approval is given. Once the Architectural Review Committee's approval has been given the plans shall be strictly adhered to by the property owner, unless subsequent changes are approved by the Architectural Review Committee.

In reviewing the plans, the Architectural Review Committee may take into consideration the suitability of the proposed building or other structure or improvement, its design, elevation, color, construction materials, the harmony thereof with the surrounding buildings, its proposed location, the view from the other properties in the subdivision, and such other matters of terrain, environmental impact, aesthetics, and impact upon other lots in the subdivision as the Architectural Review Committee may deem appropriate. The Architectural Review Committee shall have the right to waive minor infractions or deviations from these restrictions in the case of hardship or common sense. Any action by the

Architectural Review Committee shall be final and conclusive as to all persons currently or thereafter owning the lots covered by this Declaration. The Architectural Review Committee shall not be liable for actions taken or decisions made in good faith.

In addition to the requirements of this Declaration, all construction shall comply with applicable zoning and building code requirements. It is not intended that the Architectural Review Committee have full knowledge of, or expertise in matters of zoning, building codes, or proper drainage. The Architectural Review Committee shall have no liability or responsibility in the event it approves plans that fail to comply with the applicable zoning or building codes, or which fail to properly handle drainage. If approved plans violate applicable zoning or building codes, or fail to properly handle drainage, it shall be the sole responsibility of the property owner to discover and determine the error, to have the appropriate corrections made to the plans, and to resubmit the corrected plans to the Architectural Review Committee for its approval.

No work shall commence without written/e-mail approval from the Architectural Review Committee. Work completed without prior written/e-mail approval is subject to removal at the property owner's sole cost and expense.

# Type of Material: Size of Structure

All structures erected shall be of new materials and new construction and shall be completed within one (1) year after commencement of construction. Building exterior must be of brick, stone, metal, wood or maintenance free siding (example, steel, vinyl, aluminum) and such exterior must be suitably finished.

Finishes shall be of colors that are in harmony with the colors of the natural surroundings, such as those commonly referred to as "earth tones."

The following minimum floor area requirements shall apply to all single family residential buildings erected on any lot subject to this Declaration:

- (i) No single story building shall have less than 1,200 square feet of living space on the main level, excluding garage and porches. The main level is defined as the level totally above the exterior finished grade.
- (ii) No two story building shall have less than 900 square feet of living space on the first floor area, excluding garage and porches, and shall have a total of not less than 1,800 square feet of finished area living space, excluding the basement. The main level is defined as the level totally above the exterior finished grade.

For purposes of determining floor area, stair openings shall be included but open porches, screened porches, breezeways, attached garages and basements, whether finished or unfinished, shall be excluded.

For purposes of this Declaration, a "manufactured home" shall mean a dwelling unit constructed in accordance with the federal Manufactured Home Construction and Safety Standards (HUD Code), built on a permanent chassis, and designed to be used as a dwelling with or without a permanent foundation; and a "modular home" shall mean a home assembled in sections without a permanent chassis.

- (i) Minimum Standards
  All manufactured and modular homes placed within the community
  must meet the following criteria in addition to any other criteria within
  this Declaration:
  - Certified by the manufacturer as compliant with HUD standards.
  - Must be double-wide or larger, with a minimum width of 24 feet.
  - Must be placed on a permanent foundation and skirted with materials consistent with the exterior finish.

- Roof pitch must be no less than 4:12, with shingled or metal roofing.
- Homes must be of new construction.

# (ii) Approval Process

All manufactured and modular homes must be reviewed and approved by the Architectural Review Committee prior to placement. The Committee shall evaluate the proposed home for compliance with these standards and overall compatibility with the community.

### (iii) Prohibited Homes

Homes that do not meet the above standards, including single-wide units, homes with flat roofs, or homes not certified to comply with the HUD code are prohibited.

#### (iv) Enforcement

The Association reserves the right to deny placement or require removal of any manufactured or modular home that does not comply with these standards. Violations may result in fines, legal action, or other remedies as provided in this Declaration.

All garages, whether attached or detached, and any accessory building shall be proportional to the single family residence so as not to detract from the single family residence as the primary improvement on the lot.

No improvement on the lot in the Subject Property, except the single family residence, shall ever be used as a residence, temporary or permanent, nor shall any residence be of a temporary character.

For purposes of completion of construction, except as specifically provided otherwise, construction of all buildings shall be completed within 12 months after the issuance of a building permit for the respective building, which shall include construction of a driveway.

#### ARTICLE IV

# **GARBAGE AND REFUSE DISPOSAL**

No lots shall be used or maintained as a dumping ground for rubbish, trash, or garbage, nor shall any waste be kept on Subject Property, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall comply with all local, state, and/or other regulations.

#### ARTICLE V

# **BUILDING LOCATION**

All buildings shall be located on their respective lots in accordance with the applicable state, county, or township regulations, ordinances or laws which shall supersede any provisions contained herein. In addition, no building or other structure permitted under the terms of this agreement shall be located closer than 30 feet to any public road, and 15 feet from the side yard or 10 feet from accessory buildings. On parcels that abut the 100 foot easement strip, any structures must be a minimum of 10 feet from the 100 foot easement strip.

#### **ARTICLE VI**

### TIMBER REMOVAL

Cutting of Subject Property will not be allowed unless done pursuant to a timber management plan or for the purpose of clearing a building site, lawn and garden area or driveway. All stumps that are removed shall be buried, burned or otherwise removed from Subject Property. Selective harvesting of trees for personal use as firewood will be allowed.

The removal of brush and dead, dying and dangerous trees will be allowed from one 10 foot view corridor on the Subject Property. This does not apply to the 100 foot easement strip owned by Wisconsin River Power Company.

#### **ARTICLE VII**

# **SOUTHVIEW SHORES**

### WATERFRONT COMMUNITY ASSOCIATION. LTD.

The property owners of Southview Shores shall become part of a non-profit membership corporation for the purpose of maintaining, improving, policing or preserving properties in which its members shall have common rights of usage or enjoyment including said nine piers and the 100 foot easement strip as described in the Non-exclusive License Agreement with Wisconsin River Power Company.

- 1. That membership in said Association shall be mandatory for every person or entity who is a beneficial owner of a fee or an undivided fee interest in any part of the real estate subject to this Declaration or any Supplemental Declaration, including contract buyers, but excluding those persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall transfer to the new owner(s) upon the conveyance of said fee interest(s). Southview Shores Waterfront Community Association, Ltd. may enforce the violation or attempt to violate any of the covenants, conditions and restrictions at the Declaration as amended.
- 2. That the Association shall have the rights and duties to fix and collect annual assessments against each lot as follows:

- A. The Association shall have the power to prepare and annually submit to its membership a budget of the expenditures which it proposes to make for the ensuing year. Such budget shall include the expenses of maintaining the necessary expenses of the Association including the aforesaid nine piers, and a 100 foot easement strip as well as compensation, if any, to officers, fees paid for auditing the books of the Association and for necessary legal services and counsel fees to the Board of Directors thereof.
- B. Upon the adoption and approval of the annual budget by a majority of the members entitled to vote as established by the articles of incorporation and by-laws of the Association and by rules validly adopted by resolution of the Board of Directors of the Association, at a regular meeting or adjournment thereof, or upon the approval of a special assessment under par. D., the Board of Directors of the Association may levy an assessment against all of the lots, the ownership of which entitles the owner thereof to the use and enjoyment of the properties controlled by the Association.
- C. The assessment levied under this section shall be equal in amount against each lot and shall be levied at the same time each year upon all lots. The Association shall at its first Annual Meeting set the assessment for the following year to cover the first year's estimated expenses.
- D. The Board of Directors of the Association may call a special meeting upon at least five (5) days written notice for the purpose of making a special assessment. The nature of the proposed special assessment shall be included in the notice. A majority of members entitled to vote shall constitute a quorum for a special meeting, and a majority of members entitled to vote who are present at the special meeting shall determine a question.
- E. The Board of Directors of the Association shall declare the assessments levied under sub B., due and payable at any time after 30 days from the date of the levy. The Association's Secretary or other officer shall notify the owner of every lot so assessed of the action taken by the Board, the amount of the assessment of each lot owned by such owner and the date on which the assessment becomes due and payable. The secretary shall mail the notice by U.S. mail, postage prepaid, to the owner at the owner's last-known post- office address.
- F. In the event that an assessment levied under sub. B. against any lot remains unpaid for a period of sixty (60) days from the date of the levy, the Board of Directors of the Association may, in its discretion, file a claim for a maintenance lien against the lot. All of the following apply to a claim for lien under this subsection:

- i. The claim may be filed at any time within six (6) months from the date of the levy.
- ii. The claim shall be filed in the office of the clerk of circuit court of the county in which the lands affected by the levy lie.
- iii. The claim shall contain a reference to the resolution authorizing the levy and the date of the resolution, the name of the claimant or assignee, the name of the person against whom the assessment is levied, a description of the property affected by the levy and a statement of the amount claimed.
- iv. The claim shall be signed by the claimant or the claimant's attorney, need not be verified, and may be amended, in case an action is brought, by court order, as pleadings may be.
- The clerk of circuit court shall enter each claim for a v. maintenance lien in the judgment and lien docket immediately after the claim is filed in the same manner that other liens are entered. The date of levy of assessment will appear on the judgment and lien docket instead of the last date of performance of labor or furnishing materials.
- vi. When the Association has so filed its claim for lien upon a lot it may foreclose the same by action in the circuit court having jurisdiction thereof; and ss.779.09, 779.10, 779.11, 779.12 and 779.13 shall apply to proceedings undertaken for the enforcement and collection of maintenance liens as described in this subsection.
- The members of the Association shall have the following rights:

#### A. The Right to Use Shoreline Property.

- 1. As of the date of execution of this Agreement, the Shoreline Property is owned by Wisconsin River Power Company ("WRPCO") and lies within the boundary of a hydroelectric project known as Federal Energy Regulatory Commission ("FERC") Project 1984. The land is subject to regulation by FERC in accordance with the terms and conditions of a license issued by FERC.
- 2. The Association will currently attempt to obtain from WRPCO a non-exclusive license agreement that grants the Association and its members and invitees the right to construct certain boat docks

on the 100 foot easement strip and to use the Shoreline Property for recreational activities, such as walking, swimming, boating, bank fishing, and other pedestrian activities. FERC requires that the Shoreline Property also be open to the public for pedestrian ingress and egress. The Association has the right to construct three piers for up to eight (8) boats on each pier, four piers for up to ten (10) boats on each pier, and two (2) piers for up to twelve (12) boats on each pier, and its members have the exclusive right to use the piers. WRPCO will install signs at each pier designating them as "Permitted Piers," and "Private Property for the exclusive use of Association Members." These rights shall be subject to the terms and conditions of said License Agreement.

# B. <u>Docks</u>, Watercraft and Storage.

- 1. <u>Maintenance / Construction</u>. All common piers shall be owned and maintained by the Association. The actual frontage area for each pier must be leased annually from WRPCO. Taylor Investment Corporation will execute the 2004/2005 Non-exclusive License Agreement. Taylor will assign said Agreement to the Association which will be responsible for the Agreement and the payment of all annual fees.
- 2. Placement. Placement of the nine (9) piers shall be opposite the property line between Lots four (4) and five (5), Lots nine (9) and ten (10), Lots fourteen (14) and fifteen (15), Lots Eighteen (18) and Nineteen (19), Lots twenty three (23) and twenty four (24), Lots twenty seven (27) and twenty eight (28), Lots thirty two (32) and thirty three (33), and opposite the eastern lot line of Lot one (1), and opposite the western lot line of Lot thirty six (36).
- 3. <u>Off-Season Storage</u>. Pier components and boat lifts may be stored on the 100 foot easement strip during the off-season months at a location approved by WRPCO.
- 4. <u>Lighting Fixtures</u>. One dusk-to-dawn light fixture may be installed at each convenience pier. Dusk-to-dawn fixtures shall be standard dusk-to-dawn outdoor lights, mounted on poles with natural finishes, and extending not more than 15 feet above ground level. All wiring leading to permitted light fixtures shall be buried, in accordance with applicable electrical codes and regulations.

4. The Association shall maintain insurance covering the insurable improvements located or constructed upon the 100 foot easement strip owned by Wisconsin River Power Company. The Association shall maintain the following types of insurance, and said insurance coverage shall be paid by the Association out of the annual fee collected from Association members.

# A. <u>Property Insurance</u>.

A policy of property insurance covering the piers, stairways and any other improvements constructed upon the 100 foot easement strip. Such insurance as maintained by the Association pursuant to this subsection shall afford protection against at least the following:

- 1. Loss or damage by fire and other perils normally covered by the standard coverage endorsement; and
- 2. Such other risks as shall customarily be covered with respect to projects similar in construction, location, and use, including all perils normally covered by the standard risk endorsement, where such is available.

# B. Public Liability Insurance.

A comprehensive policy of public liability insurance covering the piers and any other improvements owned by the Association, and its use of said 100 foot easement strip, insuring the Association in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) covering bodily injury, including death of one person, arising out of a single occurrence and Two Million and no/100 Dollars (\$2,000,000.00) for death or injury to more than one person arising out of a single occurrence and One Hundred Thousand and no/100 Dollars (\$100,000.00) for property damage. (Such coverage shall include. without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation. maintenance or use of the 100 foot easement strip along the water, the piers, legal liability arising out of lawsuits related to employment contracts of the Association, and protection against liability for nonowned and hired automobiles). Such coverage may also include, if applicable, contractual liability and workmen's compensation insurance for persons hired by the Association for work such as dock installation, maintenance and removal. Such coverage limits may be increased from

time to time by the Association.

# C. Other Risks.

In addition, the Association may obtain insurance against such other risks of similar or dissimilar nature as it shall deem appropriate, to the extent that such coverage is reasonably available, including, but not limited to, personal liability insurance to protect directors and officers of the Association from personal liability in relation to their duties and responsibilities in acting as directors and officers on behalf of the Association.

# D. General Provisions of Insurance Policies.

All policies of insurance carried by the Association shall be carried in blanket policy form naming the Association as insured, or its designee as trustee and attorney in fact for such Owners, and each Owner shall be an insured person under such policies with respect to liability arising out of any Owner's membership in the Association.

#### E. Deductibles.

No policy of insurance in which the Association or its designee is the beneficiary shall include a deductible clause in the amount greater than \$500 or 1% of the face amount of the policy. After notice and the opportunity for hearing, the Association may determine that a loss, either in the form of a deductible to be paid by the Association or an uninsured loss, resulted from the act or negligence of an Owner. Upon said determination by the Association, any said loss or portion thereof may be assessed to the Owner in question and the Association may collect the amount from said Owner in the same manner as any annual assessment.

5. The Board of Directors may appoint an Architectural Review Committee or similar group consisting of at least three people. The qualifications for appointment are to be an owner of property in the Southview Shores Subdivision. It is not necessary for an appointee to be a Director or Officer. Any committee member may be removed without cause by the Board. The Architectural Review Committee shall have the authority to create forms or promulgate rules regarding the application and approval process. Any

rule promulgated by the Architectural Review Committee may be revoked or modified by the Board of Directors.

#### ARTICLE VIII

# TERM AND RIGHT TO ABATE VIOLATIONS

The provisions contained herein shall run with and bind Subject Property and shall inure to the benefit of and be enforceable by the Association or against any owner of land included in the Subject Property, their respective legal representatives, heirs, successors and assigns, and shall remain in force and effect until amended by a two-thirds vote of the owners of Subject Property and the revisions and the amendments recorded with the Register of Deeds for the County in which the Subject Property is located by an instrument being executed by an officer of the Association.

If any lot owner or persons in possession of any said lots shall violate or attempt to violate any of the covenants, conditions, and restrictions herein contained, it shall be lawful for any other person or persons owning any real estate situated in the Subject Property to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenants, either to prevent him or them from so doing or to recover damages from such violations. Failure by any land owner to enforce any restrictions, conditions, covenants, or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to subsequent thereto.

The invalidation of any one of these covenants by judgment of court order shall in no way effect any of the other provisions which shall remain in full force and effect.

If any lot owner or person occupying a lot shall violate or attempt to violate any of the

covenants, conditions, and restrictions herein contained in the Declaration, the Articles of Incorporation, the Bylaws, all rules and regulations of the Association, the Land Use/Lease Agreement with WRPCO, the Non-Exclusive License Agreement with WRPCO, WRPCO's Dock Management Policy, any rules, regulations or directives from WRPCO, it shall be lawful for the Association or any other person or persons owning real estate situated in the Subject Property to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenants, either to prevent him, her, or them from so doing or to recover damages from such violations. Further, to the extent the Association elects to prosecute any violation, or attempted violation, the Association shall be entitled to recover all costs of investigation and litigation, including actual attorney fees, it shall incur in prosecuting or enforcing such covenants, conditions, and restrictions from such person or persons violating or attempting to violate the Declaration, the Articles of Incorporation, the Bylaws, all rules and regulations of the Association, the Land Use/Lease Agreement with Wisconsin River Power Company ("WRPCO"), the Non-Exclusive License Agreement with WRPCO, WRPCO's Dock Management Policy, any rules, regulations or directives from WRPCO.

Failure by any lot owner or the Association to enforce any restrictions, conditions, covenants, or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequent thereto.

In addition to the rights and remedies herein (and to the extent any provision contained herein fails to address a fine or forfeiture for violation), in the event that a lot owner violates any covenant, conditions, and restrictions herein contained, including any

restriction or limitation on rentals, the Association shall have the authority to (i) cure such violation if possible and (ii) specially assess the Lot a fine of \$300.00 per day for the first violation, \$1,000.00 per day for each violation thereafter, and any costs and attorney fees incurred by the Association in investigating, enforcing, and/or curing such violation of a covenant, condition, or restriction herein contained. Further, for the purposes of rental violations, each day a lot is rented or leased in violation of the Declaration shall constitute a separate violation, subject to an additional assessment for each day the violation persists until corrected. Such special assessment shall be levied against the lot and shall be due and payable to the Association within thirty (30) days from the date of assessment.

This instrument was drafted by:

Attorney Eric S. Johnson Curran, Hollenbeck & Orton, S.C. 111 Oak St., PO Box 140 Mauston, WI 53948

#### VERIFICATION

The undersigned, <u>Jackie Crawb</u>, is the Secretary of Southview Shores Waterfront Community Association, Ltd. and hereby certifies that this Third Amendment and Restatement of Southview Shores Declaration of Covenants, Conditions and Restrictions was approved by an instrument signed by two-thirds of the then owners of the Subject Property.

SOUTHVIEW SHORES WATERFRONT COMMUNITY ASSOCIATION, LTD.

By: Jackie Gabb, Secretary

#### **ACKNOWLEDGMENT**

| STATE OF WISCONSIN | )    |
|--------------------|------|
| _                  | ) SS |
| COUNTY OF D CAN P  | )    |

This instrument was acknowledged before me on this day of November, 2025, by Jackie Crabb, Secretary of Southview Shores Waterfront Community Association, Ltd.



Name: Live Buyer

Notary Public, State of Wisconsin

My Commission: () 9/11/2029

#### EXHIBIT A

#### **SOUTHVIEW SHORES**

Located in the Northwest Quarter of the Northwest Quarter, the Northeast Quarter of the Northwest Quarter, part of the Southwest Quarter of the Northwest Quarter, part of the Southeast Quarter of the Northwest Quarter and part of the Southwest Quarter of the Northeast Quarter and part of the Northwest Quarter of Section 17, Township 19 North, Range 4 East, Town of Armenia, Juneau County, Wisconsin, bounded and described as follows;

BEGINNING at the Northwest corner of said Section 16, thence N 89°30'53" E along the North line of the Northwest Quarter of said Section 16 a distance of 2689.76 feet to the North Quarter corner of said Section 16, thence N 89°30'57" E along the North line of the Northeast Quarter of said Section 16 a distance of 1344.84 feet to the Northwest corner of Lot 1 of Juneau County Certified Survey Map No. 3217, thence S 00°54'14" W along the West line of said Lot 1 a distance of 1002.03 feet to the Southwest corner of said Lot 1, thence S 66°59'50" W a distance of 166.49 feet, thence S 68°24'58" W a distance of 152.12 feet, thence S 70°34'41" W a distance of 151.27 feet, thence S 74°20'00" W a distance of 150.31 feet, thence S 74°46'32" W a distance of 150.24 feet, thence S 75°44'56" W a distance of 150.12 feet, thence S 78°21'27" W a distance of 150.00 feet, thence S 77°03'45" W a distance of 150.02 feet, thence S 75°27'49" W a distance of 150.15 feet, thence S 79°33'08" W a distance of 150.06 feet, thence S 75°33'26" W a distance of 150.14 feet, thence S 76°14'11" W a distance of 150.07 feet, thence S 72°52'22" W a distance of 150.60 feet, thence S 76°34'32" W a distance of 150.05 feet, thence S 72°31'55" W a distance of 150.69 feet, thence S 75°02'55" W a distance of 150.20 feet, thence S 71°26'49" W a distance of 150.99 feet, thence S 74°03'57" W a distance of 150.35 feet, thence S 70°12'26" W a distance of 151.40 feet, thence S 65°56'05" W a distance of 153.39 feet, thence S 68°11'04" W a distance of 152.23 feet, thence S 67°34'15" W a distance of 152.52 feet, thence S 69°19'06" W a distance of 151.74 feet, thence S 71°28'17" W a distance of 150.98 feet, thence S 71°55'08" W a distance of 150.85 feet, thence S 77°40'00" W a distance of 150.00 feet, thence S 77°59'44" W a distance of 150.00 feet, thence S 86°50'57" W a distance of 151.81 feet, thence S 77°22'50" W a distance of 150.01 feet, thence S 83°03'28" W a distance of 150.59 feet, thence S 84°06'11" W a distance of 150.86 feet, thence S 79°03'38" W a distance of 150.03 feet, thence S 72°14'01" W a distance of 150.76 feet, thence S 67°00'14" W a distance of 152.81 feet, thence S 63°15'21" W a distance of 155.11 feet, thence S 61°14'49" W a distance of 323.13 feet, thence N 00°26'12" E a distance of 1240.77 feet, thence S 89°50'39" W a distance of 646.08 feet, thence N 00°03'38" W a distance of 1332.39 feet to the North line of the Northeast Quarter of Section 17, thence N 89°36'26" E along the North line of the Northeast Quarter of said Section 17 a distance of 1973.02 feet to the Northwest corner of said Section 16 and the POINT OF BEGINNING. Containing 10,305,883 square feet or 236.59 acres more or less.



