

Document Number

**SECOND AMENDMENT TO SOUTHVIEW  
SHORES DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

DOCUMENT # 754391  
RECORDED 11-22-2022 at 8:05 AM  
STACY D. HAVILL, REGISTER OF DEEDS  
JUNEAU CO., WI  
FEE AMOUNT: \$30.00

Recording Area

TOTAL PAGES: 6

\*DOCUMENT HAS BEEN ELECTRONICALLY RECORDED\*

Name and Return Address

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

This Instrument Drafted by: Attorney Eric S. Johnson

**SECOND AMENDMENT TO SOUTHVIEW SHORES  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Second Amendment of the Declaration of Covenants, Conditions and Restrictions of Southview Shores Waterfront Community Association, Ltd. is made this 12<sup>th</sup> day of ~~November~~, 2022.

**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"); and the First Amendment 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; and

WHEREAS, Article VIII of the Declaration provides that the Declaration may be amended by an instrument executed by an officer of Southview Shores Waterfront Community Association, Ltd., attesting that a two-thirds vote of the owners of the Subject Property approved the amendment and by recording the amendment with the Register of Deeds; and

NOW, THEREFORE, the Declaration is hereby amended, as follows:

**1. Article II (Use of Land) is amended to add the following provisions:**

A residential home on a lot may be rented by written lease, provided that:

(a) The term of any such lease 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 four 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 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; and

(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.

(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.

**2. Article VIII is amended to add the following provisions:**

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 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.

#### VERIFICATION

The undersigned, James Carpenter, is the Secretary of Southview Shores Waterfront Community Association, Ltd. and hereby certifies that this Second Amendment to Southview Shores Declaration of Covenants, Conditions and Restrictions was approved by a two-thirds vote of the owners of the Subject Property.

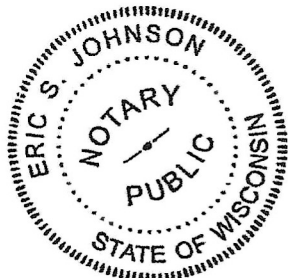
SOUTHVIEW SHORES WATERFRONT  
COMMUNITY ASSOCIATION, LTD.

By: James Carpenter, Secretary

#### ACKNOWLEDGMENT

STATE OF WI )  
 ) SS  
COUNTY OF Juneau )

This instrument was acknowledged before me on this 12<sup>th</sup> day of November, 2022, by James Carpenter, Secretary of Southview Shores Waterfront Community Association, Ltd.



Eric S. Johnson  
Name: Eric S. Johnson  
Notary Public, State of WI  
My Commission: is permanent

REAL ESTATE LEGAL DESCRIPTION SUBJECT TO THE SECOND AMENDMENT OF  
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, part of the Northwest Quarter of the Northeast Quarter and part of the Southwest Quarter of the Northeast Quarter of Section 16 and the Northeast Quarter of the Northeast Quarter, part of the Southeast Quarter of the Northeast Quarter and part of the Northwest Quarter of the Northeast 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.