

A quorum of the Administration Committee, Board of Public Works, Park Board, and/or Common Council may attend this meeting; (Although it is not expected that any official action of any of those bodies will be taken).

**CITY OF MENASHA
REDEVELOPMENT AUTHORITY
Council Chambers, 3rd Floor, City Hall
140 Main Street, Menasha**

August 23, 2012

5:00 PM

AGENDA

A. CALL TO ORDER

B. ROLL CALL/EXCUSED ABSENCES

C. MINUTES TO APPROVE

1. [Minutes of the May 1, 2012 Redevelopment Authority Meeting](#)

D. PUBLIC COMMENTS ON ANY MATTER OF CONCERN ON THIS AGENDA

(five (5) minute time limit for each person)

E. DISCUSSION

1. [Marketing Strategy](#)
2. Lot Sale Activity Report
 - a. [Residential](#)
 - b. [Commercial](#)
3. TID #12 Status
4. Lake Park Villas Phase II Homeowners Association
 - a. [Restated Protective Covenants](#)
 - b. [Restated Bylaws](#)
 - c. [Revised Rules and Regulations](#)
 - d. [Home Standard Minimums](#)
5. Homeowners Association for Outlot 2 Parcel

F. ACTION ITEMS

1. [Disposition of Garage](#)
2. Removal of Silos
3. Redevelopment Authority Representative on Lake Park Villas Homeowners Association
4. 2013 Budget (to be received)
5. [Reconfiguration of Lots](#)

G. ADJOURNMENT

CITY OF MENASHA
Redevelopment Authority
Council Chambers, 3rd Floor, City Hall – 140 Main Street
May 1, 2012
DRAFT MINUTES

A. CALL TO ORDER

The meeting was called to order at 5:08 p.m. by Vice-Chairman Bob Stevens.

B. ROLL CALL/EXCUSED ABSENCES

REDEVELOPMENT AUTHORITY MEMBERS PRESENT: Ald. Jim Englebert, Bob Stevens, Kip Golden and Susan Schrage

REDEVELOPMENT AUTHORITY MEMBERS EXCUSED: Linda Kennedy, Gail Popp and Kim Vanderhyden

OTHERS PRESENT: CDD Keil, PP Homan, Ald. Klein, Dave Wuestenberg and Comp Stoffel.

C. MINTUES TO APPROVE

1. **Minutes of the February 29, 2012 Redevelopment Authority Meeting**

Motion by Ald. Jim Englebert, seconded by Kip Golden to approve the February 29, 2012 Redevelopment Authority meeting minutes.

The motion carried.

D. PUBLIC COMMENT ON ANY ITEM OF CONCERN ON THIS AGENDA

(five (5) minute time limit for each person)

No one spoke.

E. COMMUNICATION

1. **Menasha Redevelopment Authority Bylaws**

CDD Keil discussed the provisions of the bylaws related to the election of officers.

F. DISCUSSION

1. **Update on Lake Park Villas Branding/Marketing**

PP Homan reported that Ark Media had met with the commercial and residential brokers to gain insight as to the issues to be confronted in marketing Lake Park Villas and how the brokers were planning on directing their approach to marketing the properties. Additional interviews will be conducted with existing LPV businesses and residents to learn what brought them to LPV and what they see as opportunities to make marketing the development more successful.

2. **Redevelopment Authority Responsibility as may be Related to the Lake Park Villas Phase II Homeowners Association**

CDD Keil reviewed the obligations that the City of Menasha has as the majority owner in the LPV homeowners association and indicated that these obligations would now be those of the RDA as the result of the land transfer from the city to the RDA. The RDA will now need to name a representative to attend LPV HOA monthly board meetings and to create a budget to fund its 58% share of the HOA common area maintenance expenses.

F. ACTION ITEMS

1. Election of Officers

a. Chairman

Ald. Jim Englebert made, and Kip Golden seconded a motion nominating Kim Vanderhyden as Chairman. Acting Chairman Bob Stevens called for additional nominations, and there being none, Ald. Englebert made and Kip Golden seconded a motion to close the nominations and cast a unanimous ballot for Kim Vanderhyden as Chairman. The motion carried.

b. Vice Chairman

Ald. Jim Englebert made, and Kip Golden seconded a motion nominating Bob Stevens as Vice-Chairman. Acting Chairman Bob Stevens called for additional nominations, and there being none, Kip Golden made and Ald. Englebert seconded a motion to close the nominations and cast a unanimous ballot for Bob Stevens as Vice-Chairman. The motion carried.

2. Amendment to Listing Agreement – Grubb & Ellis / Pfefferle

CDD Keil stated that he had a conversation with Pat Connor, one of the commercial brokers with Grubb & Ellis/Pfefferle, regarding the amount of commission earned on lot sales at amounts less than the asking price. Grubb & Ellis/Pfefferle is now proposing that the minimum commission earned would be based on 80% of the asking price.

The consensus of the members present was to have the proposal referred to the City Attorney to draft as an amendment to the Listing Agreement, and be subject to the approval of the RDA chairman.

ADJOURNMENT

Motion by Ald. Jim Englebert, seconded by Kip Golden to adjourn at 5:40 p.m.

The motion carried.

Minutes respectfully submitted by Greg Keil, Community Development Director.



MENASHA REDEVELOPMENT AUTHORITY
AUDIENCE ANALYSIS, POSITION & BRAND VISION
JULY 11, 2012

BACKGROUND

The Menasha Redevelopment Authority contracted Ark Media Group to aid in increasing sales of an under-developed plot of residential and commercial properties on the east side of the city, in collaboration with Coldwell Banker The Real Estate Group and Grubb & Ellis | Pfefferle.

Ark's direct responsibility is to solidify a vision that benefits our single client, the Menasha RDA, whose goal is to sell lots, both residentially and commercially—anywhere at Lake Park—then brand that vision and give it life. The indirect responsibility is to sell lots specifically in Lake Park Villas and Lake Park Square, through the cooperation of Coldwell Banker and Grubb & Ellis | Pfefferle, respectively, who have contracted with the RDA on this initiative.

Since then, we held two meetings with the RDA and its real estate partners to understand the needs of each party involved, as well as to begin collaboration on the branding initiative. We focused heavily on painting a picture of what the audience of Lake Park would be, as perceived from “inside the RDA”, so we could ensure that future messaging, design and deliverables are focused and relevant to those we're trying to gain interest from.

Ark conducted in-person and phone interviews with the residents of Lake Park Villas and business owners in Lake Park Square to gain insight into their purchasing decisions—what attracted them to Lake Park? What criteria did they have in mind when making a purchasing decision? What is working well for them, and just as importantly, what isn't? The forum allowed for candid feedback on audience motivators, operational functionality, and more. This step was invaluable in creating a vision that reflected the insight of the very people that have already made the purchasing decision we're trying to promote.

Once we collected insight from everyone who chose to participate, we sifted through all the information to create a list of brand attributes of any and all segments of Lake Park. We then compared those attributes to the various demographic criteria that made up current residents as well as those identified as viable new builders. This uncovered five specific audience profiles (for the residential side, as well as Lake Park Square patrons) and complementing business types for the Square. You'll see those later in the document, and where that took us next. For now, let's start back at the very beginning.





It's always chaos in the mornings around our house. The girls are still pretty young, but I know that second bathroom will be priceless in a couple years. Typically I get up before Jason and the kids and jog a couple loops around the neighborhood, but when I got back, I woke up the girls, poured them some cereal and jumped in the shower. There's never quite enough time in the morning for me, so I swung past the Café to grab myself a latte on the way to drop them off at McKinley on my way to work.

THE LANDSCAPE *of* COMMUNITY *at* LAKE PARK

The original vision of the Lake Park development a decade ago brought a progressive way of thinking to Menasha and the Fox Valley—to create a distinct community where business and living mingle together. Where shopping is just a short walk from your back porch, neighbors and friends congregate just beyond the lot line for a cookout, and you don't need to go far to get exactly what you need. This model is unique to the area, with its association-style living and shared walking trails and outdoor features, and there's every reason to say, "Let's keep this idea going."

To make the best of a hybrid community goes beyond filling spaces. It's about finding the common thread. Finding the right residents is crucial to the survival of the businesses. And bringing in the right type of business is paramount to attracting the residents who thrive on being a part of this type of community. It's most definitely a chicken vs. egg situation, where the residential needs and commercial needs are co-dependent. And the literal thread is how Lake Park Square and its neighboring residents are linked together—community walking trails, gazebos, pavilions and garden spaces that provide a sense of pride in their community.

THE COMMON THREAD *at* LAKE PARK TODAY

Below is a synopsis of Lake Park residents (Villas, Ponds and Cottages) and Lake Park Square clientele. It is a combination of realistic views based on current resident demographics and psychographics, as well as idealistic perceptions based on something that doesn't yet exist. The idea here is that by providing a retail experience that complements the current residents, 1) Lake Park Square will attract similar clientele from outside Lake Park, and 2) Lake Park Square can act as a marketing tool for the community because it is luring potential builders and buyers who share similar lifestyles.

Lake Park goers are social and active. They enjoy the outdoors – walking, hiking, biking, jogging and boating. They enjoy spending time with friends and going out to eat. Travel is often a passion, whether for work or pleasure.

Lake Park goers are trendsetters. They're tech-savvy, and you'll likely find them in the organic food aisle at the grocery store, or just as likely at the farmers' market. They like to dress well and stay in shape.

These are people who relish the opportunity to customize their home, their look, and their life. Authenticity is the key to their happiness.

Choice is important to them. They want quality, and they're willing and able to pay for it. Big box stores aren't on their map, and they'll drive out of their way for products and services that fit their lifestyle. What they buy and where they spend their money says a lot about their character, and that's their intent. Convenience is great, but only if the convenient option measures up to their expectations.





Robert and I woke up at 6:30—he still goes in on Tuesdays and Thursdays. After reading the paper, he got dressed and headed off. I grabbed my things and walked along the trail past the pond to Lake Park Fitness. Nice day. During my normal workout, I ran into Carol and made a lunch date. I stopped by the Café after my workout, had a cup of coffee and a scone and continued reading my book. I got myself (and the living room) cleaned up by around 11:30, when I met Carol by the gazebo to head over for lunch. We talked for an hour or two over lunch at the restaurant, and on my way back home, I stopped at the Gourmet store to pick up some of those candied walnuts and some fresh, local mozzarella for our dinner. (And also a bottle of Glenfiddich, since I noticed Robert was running low.) I got home by 2:30, since I didn't have to leave the area today. After Robert got home, we made dinner together and enjoyed a quiet evening on our patio.

LAKE PARK SQUARE

MAKE-UP

Lake Park Square would offer to the Lake Park community and its surrounding areas, such as Sherwood and Brillion, a balanced combination of “basic needs” which have a naturally heavier emphasis on convenience, as well as “luxury goods” which focus on niche products and services at a slightly higher premium. Whether one might stop at any one particular business daily, weekly monthly is less of a factor than the authenticity of the business itself. The Square, as a collection, is the destination. From niche food and drink items, to a classy salon, to a place to rent recreation equipment for Lake Winnebago, people will naturally look at Lake Park Square as a destination for the things they desire that make up their own personal style and interests.

APPEARANCE

In order to appeal to those with a flair for originality, Lake Park Square needs to dress the part. From a planned feng-shui layout to distinctive architectural and landscape features, from a comfortable indoor atmosphere to outdoor public seating, with nature-centric features like outdoor walkways and ponds within sight, Lake Park Square needs to feel comfortable and inviting at a most intimate level. People can shop anywhere - but they can't have a one-of-a-kind experience everywhere they go. Lake Park Square can provide that unique experience, for both residents of the community and those traveling to it.





LAKE PARK SQUARE

POTENTIAL BUSINESS OPPORTUNITIES

Whatever types of businesses end up being a part of Lake Park Square, they'll carry the same common goals: to provide a truly unique, niche experience that focuses on mind, body and spirit. Quality is of utmost importance, and authenticity is the ultimate way of expressing oneself.

Many business ideas gave way throughout the research-gathering phase that in most cases, could work just fine for Lake Park Square, if the priority was to simply fill space. But to create a cohesive experience, which would lead to Lake Park Square becoming a destination as a whole, here are what seemed to be the most relevant commercial opportunities that surfaced and maintained strength throughout the process. What's important to note here is that all these recommendations, whether products or services, are things that customers will come back for again and again, regardless of the frequency; in other words, not businesses you'd only patronize every few years.

SYMBIOSIS

The symbiotic relationship between business and living within Lake Park can take on different identities and be successful, as long as they are always looked at as one family, a community. The advantage this brings to the businesses at Lake Park Square is that the Square becomes a destination as a whole, not its individual components that make up the Square.

The conglomeration of businesses in one place, and just a short walk from home not only attracts the Lake Park resident to Lake Park Square, but it is what makes Lake Park Square a destination for those beyond the Square – which makes Lake Park Square a perfect marketing tool to sell the benefits Lake Park has to provide to its residents. Lake Park as its own self-contained eco-system!

Business Types

- General store (think old-school, or up north)
- Specialty food and drink – small in size, high in quality and selection
 - Casual dining with fresh, local and/or healthy food options (bakery, coffee shop, cafe, deli)—Wi-fi is a must
 - Grocery (think local farmer's market/co-op)
 - Wine & spirits (higher-end, as opposed to a walk-in liquor store)
- Personal services (higher-end)
 - Hair salon
 - Nail salon
 - Spa
- Retail (individual boutiques)
 - Beads
 - Art supplies
 - Fabric/yarn, etc.
 - DIY/experiential (on-site arts & crafts)
- Local recreation
 - Bike/boat/etc. rental





LAKE PARK RESIDENTIAL

Each neighborhood has a unique target audience, as we'll discuss shortly, and if we try to generalize Lake Park's benefits to include all parties involved, we run the risk of "trying to please everybody, and in the end, pleasing nobody". So each neighborhood needs its own time in the spotlight, but what we *can* package, is the overall community ambience among the three neighborhoods, as well as Lake Park Square—the feeling of togetherness that brings the residents together. That feeling, which you can't get from any old subdivision. After all, the social aspects of Lake Park didn't happen by accident. What attracted the current residents to Lake Park Villas is the very idea that was intended in the original development—the of shared amenities which brings neighbors together.

POSITION STATEMENT

Lake Park is a trend-setting community of life-loving adults and families, which offers custom-built single-family homes with the option of maintenance-free association benefits, shared community space, and a unique, walking-access commercial district.





For detailed audience profiles,
see Appendix: Audience Profiles.

"I almost can't believe I can keep the association lifestyle and also have a custom-built, detached home. With neighbors who are like me, no worries about maintenance, and the kind of privacy you can't get in a condo, I can really see myself enjoying my life (and an active retirement) here. Add in the pedestrian-friendly commercial district, and it's almost like I'm back in Europe. I'm excited to be a part of something unique in the Valley."

Men and women over 50 with no children in the house who have previously lived in an association.

Men and women over 50 with no children in the house who have not previously lived in an association.

"I didn't know I could get association benefits without moving to multi-unit housing. But knowing that I can have those benefits, live around neighbors who are like me, and keep the freedom and privacy of a detached home that I've custom-built for my needs—that tells me I could really enjoy my life (and active retirement) here. Add in the pedestrian-friendly commercial district, and it's almost like I'm back in Europe. I'm excited to be a part of something unique in the Valley."

"I'm ready to build the home I want, but I don't really want to be tied down because of it. At Lake Park, I can spend my time on the things I want to do, without worrying about all the maintenance you usually need to do when owning a home. Combined with neighbors who are like me and a community with plenty of space for outdoor activity, I know I'm free to enjoy my life when I'm home or when I'm away. Add in the convenient, pedestrian-friendly commercial district, and I know that I'm getting to be a part of something unique in the Valley."

Men and women 30 to 50 with no children at home.

"Life can be a whirlwind, balancing work and family life. But Lake Park eases my burden, by not only allowing me to custom-build the right home for us, but also taking outside maintenance off my plate. With neighbors who are similar to us and plenty of space for outdoor activity, I know we're in a place where we can enjoy our lives as a family. And the convenience of a pedestrian-friendly commercial district means I don't have to choose anymore between family time and a run to the store—we can easily enjoy a leisurely walk combined with shopping or picking up dinner."

Men and women 30 to 50, who have or expect to have children (under 10) in the home.

"Lake Park gives me the opportunity to have the family home I've always dreamed of, with no limits on what we make it. But along with that, we get to enjoy neighbors who are just like us, space for outdoor activity, and a convenient commercial district that not only supplies our needs, but also makes a great family outing. This is much more than just a subdivision. I can really see us enjoying our lives here."

Men and women 35–55 with children ages 0–18+ in the home



“

We love traveling & the outdoors, but we've never really done much watersports. So today, Jessica and I got the kids together and we headed over to Lake Park Square just before 11:00. We had lunch at the restaurant before walking over to the outdoor store to rent kayaks, where we had an appointment with Dare (his real name, seriously). Dare sat us all down in the instructional space and went through everything we'd need to know—describing the equipment, technique, safety tips, etc. Once we were outfitted, we headed out the back to walk down to the lake. Jessica realized we had forgotten sunscreen, so she ran over to the general store and picked some up. We got to the boat landing, launched, and ended up having a great time tooling around in the water. It was just our skill level, though Brady showed a real knack for the 1-person kayak. After a couple hours on the water, we all walked back and returned the equipment. Before heading home, we walked over to the side walk-up window of the Café, ordered some ice cream cones, sat on the benches and enjoyed them. By the time we piled into the car to drive home, it was quarter to five—we had spent the whole day at Lake Park Square!

CONCLUSION

With three distinct and wholly independent neighborhoods within Lake Park as well as the commercially-based Lake Park Square, the strength of a community-centric position is directly correlated to each individual components' involvement in the community position.

Creating the vision was a product of orchestrating the needs of various audiences, who at times were not parallel, and in some cases, in direct conflict. We brought together unlike ideas and found the common ground. Now we're at a cross-road where getting to a point that together we can see and believe in this unified vision is needed before it can be taken forward to your involved parties, in light of the following:

- It is imperative that Coldwell Banker and Grubb & Ellis | Pfefferle also buy in to one vision. The position as it stands, being entirely about community, implies that Cottages and Ponds are represented as part of the whole with Lake Park Villas as a residential solution.
- Cottages and Ponds both have current builders/ developers, with Ponds (Lexington Homes) well underway in their own exclusive marketing efforts. They may feel that anything different than what they're doing currently is a step backwards. So it's important for you and your group to rally around a unified idea before any contact to Lexington is made.
- On the commercial side, some potential new businesses that might benefit Lake Park as a whole could be direct competition to existing businesses in Lake Park Square, and would need to be handled carefully. (Note: Since writing this, Sliders has gone out of business, and that has its own implications on the vision).

WHAT'S NEXT?

Once a vision is agreed upon by Greg and Kara, the course of action would follow this general trail:

1. Ark can update this vision document so Greg and Kara can provide it to the RDA members.
2. Kara (and Greg?) and Andee will meet with Grubb & Ellis | Pfefferle and Coldwell Banker (separately seems ideal) to discuss any implications or concerns on their end, as well as discuss what deliverables are unconditionally required on their behalf.
3. Ark will prioritize deliverables list based on the budget approved by the Menasha RDA (\$8,000) and provide list for approval.
4. Ark will create messaging and deliverables.



Appendix

APPENDIX: AUDIENCE PROFILES

MEN AND WOMEN OVER 50 WITH NO CHILDREN IN THE HOUSE WHO HAVE PREVIOUSLY LIVED IN AN ASSOCIATION.

They're either retired or planning for retirement.

They're active. They enjoy the outdoors, whether it's boating, walking or just relaxing on a nice day. They enjoy social activity and time spent with friends or couples in their same stage of life.

They're past the child-rearing years, when everything was schedules and responsibilities. Now they're looking for freedom. But that doesn't mean they want everything done for them—they want that to be their choice.

Having lived in condos before, they're insistent on keeping association benefits like lawn care and snow removal, but they also want the freedom and privacy of owning a free-standing home. They still don't want to worry about upkeep and they still want to be free to travel for work or leisure, but they're tired of giving up privacy to get that.

They want freedom, leisure, and control.

MEN AND WOMEN OVER 50 WITH NO CHILDREN IN THE HOUSE WHO HAVE NOT PREVIOUSLY LIVED IN AN ASSOCIATION.

They're either retired or planning for retirement.

They're active. They enjoy the outdoors, whether it's boating, walking or just relaxing on a nice day. They enjoy social activity and time spent with friends or couples in their same stage of life.

They're past the child-rearing years, when everything was schedules and responsibilities. Now they're looking for freedom. But that doesn't mean they want everything done for them—they want that to be their choice.

Similarly, they want the freedom and privacy of home-ownership, but they're more than happy to give up the responsibilities they no longer care to do, like mowing the lawn and shoveling snow. They don't want to worry about upkeep as they get older and they want to be free to travel for work or leisure, knowing everything's being taken care of back home.

They want freedom, leisure, and control.

MEN AND WOMEN 30 TO 50 WITH NO CHILDREN AT HOME.

They work hard and play hard. They've "paid their dues" with apartment or other multi-unit living.

They're ready to be homeowners, but want to ease into it with lower levels of responsibility. They love the idea of having outside walls, but they'll willingly pay a premium if it means they don't have to buy a lawn mower.

They're active. They love outdoor activity like hiking, biking, running, and watersports. Social activity is important to them, but so is going home to their own place, where they can get their uninterrupted alone time.

They often spend a lot of time at work, and when they aren't at work, they fill up the time with activity. Sometimes home is just a place to sleep.

They want convenience, freedom, and fun.



APPENDIX: AUDIENCE PROFILES, *continued*

MEN AND WOMEN 30 TO 50, WHO HAVE OR EXPECT TO HAVE CHILDREN (UNDER 10) IN THE HOME.

They work hard to build a strong foundation for their young families, but it's important to them to spend as much of their free time as possible as a family. They want happiness for their kids. Parents are often out of the home for work, so they may want access to quality childcare.

They're ready to be homeowners, but want to ease into it with lower levels of responsibility. The less work they need to do around the house, the more time they can spend with their kids.

They're active with family activities—going to parks, swimming, playing in the yard, taking walks, and going on bike rides.

They want convenience, freedom, a family environment, and room to grow.

MEN AND WOMEN 35-55 WITH CHILDREN AGES 0-18+ IN THE HOME.

They work hard (often both parents, where applicable), play hard, and take pride in their homes. These are the people who buy TurfBuilder. Family is important, and the home serves as a hub for family time.

They're active. They're often busy with activities for the kids or the parents, where the house serves as either a home base or a jumping-off point. They enjoy family activities, like watersports, hiking, biking, and going out to eat. They enjoy social activity and like spending time with neighbors, but also want their home to be a private sanctuary, a place to relax and shut out the stresses of the world.

They want to control their own destiny, which means they want complete freedom to do as much or as little as they want to make the place they live in the right home for them.

They want freedom, community, a family environment, and a sense of permanence.





Friday, August 17, 2012

Kara Homan, Principal Planner, Community Development
Menasha Redevelopment Authority
140 Main Street
Menasha, WI 54952

ESTIMATE *for* PRE-DETERMINED PHASE 2 DELIVERABLES*

The estimates below account for the deliverables that were addressed as an immediate need prior to the start of Phase 1. Due to numerous unknown variables at that time, Ark Media Group and the City of Menasha determined that Phase 2 would address the most hot-button concerns, and that Phase 2 would not be an all-encompassing marketing plan.**

Lake Park (Community) Website

A lifestyle-oriented website, derived from the Brand Vision document from July 11, 2012 that touts the overall community benefits, with subtle visual emphasis on Lake Park Villas and Lake Park Square.

The websites' user experience will aid them in understanding the lifestyle or starting a business or living at Lake Park, and will be the primary source of content-rich materials (lot information, covenants, by-laws, etc.,) provided by the real estate agents or the RDA.

Leave-Behind (printable) Materials

Two (2) sell sheets, each containing lot information for realtor use. One for commercial information (Grubb & Ellis | Pfefferle), the other for residential information (Coldwell Banker). All content will be pulled directly from website or supplied by real estate agents.

Estimate does not include printing.

* Prior to the start of Phase 1 (budget of \$13,675, not to exceed \$15,000), Ark received a verbal budget of \$22,000 for Phases 1 and 2, hence allotting \$7,000 to Phase 2. Due to an increase in scope of Phase 1 (resident/commercial interviews), Ark has exceeded Phase 1 budget, but will not compromise the dollars set aside for Phase 2, meaning, the full value of pre-allotted Phase 2 funds will be used for Phase 2.

** Visual representation of Lake Park was not established as a hot-button item for Phase 2, but we at Ark understand that without visual representation, marketing Lake Park would prove difficult at best.

Therefore, Ark will comp in-house photography needed for the website (and potential subsequent printable materials), with the understanding that a) the up-front investment will be compensated for in Phase 3, should there be a subsequent phase, and b) the photography will be heavily residential-focused.

As such, the visual depiction of Lake Park Square is relying on the City of Menasha/RDA securing a rendering, whether custom or pre-existing, to showcase what Lake Park Square *could* look like.

Estimated Total Value: \$8,325.00



Estimated Billable Cost: \$7,000.00



Friday, August 17, 2012

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ESTIMATE *for* PHASE 3: COLDWELL BANKER-REQUESTED FEATURE VIDEO

A lifestyle-oriented video, mimicking a "Day In The Life" script from the Vision document, portraying the life of a Villa resident promoting the community features of Lake Park. Would likely implement a current resident in the video. In keeping with the community theme, additional footage would like take place outside of Lake Park to portray shopping, dining, and other features Lake Park Square (could) offer(s).

For use on Lake Park website, and assumes:

- Up to three locations and two filming dates
- Use of (gratis) current Villas resident as "actor" and voice-over



Estimated Total Cost: \$7,900.00



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ESTIMATE *for* PHASE 3: COLDWELL BANKER-REQUESTED REALTOR PRESENTATION

A PowerPoint "template" for Coldwell Banker real estate agents to use as a sales tool in presenting to other real estate agents.

For Coldwell Banker's exclusive use, assuming:

- Content is 100% provided by CWB, or
- Ark provides a template with a cover page and a content page that CWB can use to create their own content.



Estimated Total Cost: **\$1,600.00**



Friday, August 17, 2012

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ESTIMATE *for* PHASE 3: FURTHER MARKETING AND ADVERTISING

At the end of Phase 2, the foundation of the Lake Park brand will have been constructed; audiences identified, a community identity created, and website launched. The website will provide necessary content that end users expect from a real estate experience – lot and contact information – taken one step further to be done in a way that creates an experience for the prospective buyer that is unique, memorable, and action-driven.

Advertising: *Driving the audience to Lake Park or Lake Park website*

The website will function as the hub to push information back to the web user, but what is missing is the experience that pushes a prospect to the website or to Lake Park itself in the first place.

Advertising is the link that fills that void. By publicizing Lake Park as a place to live and work, the RDA won't need to rely on prospects organically discovering Lake Park or its website.

Media planning and subsequent ads might fluctuate in scope, and would be best assessed after a few months of Phase 2 in operation, as well as the specific type of media to be implemented.

Further Marketing: *Once there, making the experience at Lake Park or Lake Park website as engaging as possible*

Everything about Lake Park's identity is about celebrating the present – seeing the conceptual future development as a present-day reality. Consequently, evolving the “present day” as it progresses, is crucial to Lake Park's success.

By evolving Lake Park's look, its allure is kept alive. Give prospects something to drive and see, every day – weeds kept to a minimum, roundabouts kept tidy, etc.

Where does this fit into marketing?

At its most basic translation, the website's renderings should be replaced with photography, and photography should evolve as the area progresses.

Creating a destination, event or attraction that in itself is attention-worthy would be a beneficial sales tactic, and a branded experience will create engagement.

The estimate below acts much like Phase 2 did, prior to Phase 1 – it's a blank canvas from which to work, being conceptual and forward-thinking, while approaching your budget pragmatically.



Estimated Total Cost: \$18,000 - 35,000

From: Amy Rockwell [mailto:arockwell@coldwellhomes.com]

Sent: Thursday, August 16, 2012 4:32 PM

To: Kara Homan

Subject: August Update - Lake Park Villas

Good afternoon Kara. Here's a brief update regarding Lake Park Villas for your upcoming RDA meeting.

I. MLS stats

- A. Current number of active lot listings in the city of Menash is 81* which includes Lake Park Villas
- B. Number of sold MLS lot listings in Menasha within the past 6 months is 0*

II. Inquiries

- A. Average number of unique web hits per Lake Park Villa lot is approximately 120 since the listings went live.
- B. We have had a total of 5 phone inquiries (2 from agents, 1 from a homeowner within Lake Park, 2 direct from prospective buyers)

III. Nature of Inquires

- A. Agents needed clarification on covenants and building requirements
- B. Homeowner expressed an interest in buying vacant lot next door for larger yard (not allowed per covenants)
- C. Prospective buyers
 - 1. One person from the Madison area, mistakenly thought the lot price included a house
 - 2. The other person was considering a job in the area and trying to get a feel for various locations and options. Follow up with this prospect has determined they accepted a position in another state.

IV, Miscellaneous

- A. Some discrepancies exist with regards to the current covenants and the covenants need to be updated as quickly as possible to correct those. Some of these items include:

1. The ability for buyers to choose their own builder. Covenants still reflect that all homes must be built by Wisco.
2. Eliminate mention of a community clubhouse since that facility no longer exists
3. Those are the two main items but the covenants need to be closely reviewed to make sure all changes implemented since the RDA obtained the development are properly reflected.

B. All lots have individual Coldwell Banker signage that reflect coding specific to each lot. This makes it easy for anyone walking, biking or driving through the development to either call or log on to the website to find information on a specific site. Signage has also been placed at the entrance to Lake Park Villas with direct agent contact information for inquiries.

C. Once the RDA has approved the overall Lake Park Villas marketing concept currently being developed by Ark Media, we would like to revisit the lot pricing. A price adjustment along with Ark Media's marketing concept could provide for a stronger kick-off. A price adjustment also allows for each listing to refresh through the MLS giving the lots repeated exposure plus, depending on the price, could attract a whole other group of buyers in an adjacent price range to where these lots are priced currently

*Active and sold listing numbers referenced do not include non-MLS listed properties. Web hits are averages. The highest web hit count for any one LPV lot was 543. That's because it's the first listing that typically pops up when a generic search is conducted.

Please let me know if you need anything else. Thanks!

Amy B. Rockwell, GRI, RCC, CNHS, e-Pro
Realtor®
Coldwell Banker The Real Estate Group, Inc.
5107 N. Ballard Road
Appleton WI 54913
Phone: 920-810-6681
Fax: 920-993-8183
Email: arockwell@coldwellhomes.com
Web: www.FoxValleyRealEstatePros.com

If you wish to discontinue receiving emails from Amy Rockwell please email arockwell@coldwellhomes.com with "request to remove from mailing" in the subject line.

From: Elizabeth Ringgold [mailto:ElizabethR@gepwi.com]
Sent: Friday, August 17, 2012 12:18 PM
To: Kara Homan; Patrick Connor
Subject: RE: Real Estate Updates

Kara:

Bart is still a strong candidate for the project. I have had several calls with him this week, and he will have a decision made within the next 2 weeks, and if positive he will be flying to Wisconsin to "pitch" his ideas for the RDA, and we can set up a side meeting for him. He does not want to present anything until he and Stan Martensen have come up with a draft of the master plan.

We have not had any other hit on our website, or Loopnet for the project at this time, but I have had several conversations with potential smaller tenants that have interest in this area if we can have a developer create something, which hopefully will happen sooner than later! I am keeping Bart aware of these users/tenants as well.

Currently your project is listed on Loopnet, it has gone out to our Broker network, in an e-mail blast that has over 500 brokers in the region, and a separate e-mail blast to developers, users, Landlords, etc...which is about an additional 1500 individuals. This property has also appeared on our Featured Listing report, which is on the front page of our website, and changes monthly, and that report is e-mailed out to over 2000 which will range from tenants, investors, brokers, building owners, etc....

We still feel confident that we will be able to have some sort of activity on this property in some capacity before the end of the year.

Please let us know if there are any further questions or items address that we need to work on!

Elizabeth Ringgold
Commercial Real Estate Advisor
Grubb & Ellis | Pfefferle
200 E. Washington St., Suite 2A
Appleton, WI 54911
Main: 920.968.4700 Direct: 920.560.5061
Fax: 920.968.4300

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Please consider the environment before printing this email. Thank you.

COPY

RESTATED
PROTECTIVE COVENANTS FOR
LAKE PARK VILLAS

IN RE:

Lots 18-32, 35-54, 62-64, 70-72, 74, 77, 81-85, 88-93, 95-97, 101-108, 110-118 and 121-132 of LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.

Lots 1-22 of REPLAT OF LOTS 1, 2, 55-61, 65-69, 73, 75, 76, 78-80, 119, 120, OUTLOTS 4-5, OUTLOTS 8-9 AND OUTLOT 24 OF LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.

Lot One (1) of Certified Survey Map No. 2768, City of Menasha, Calumet County, Wisconsin.

Lots One (1) and Two (2) of Certified Survey Map No. 2771, City of Menasha, Calumet County, Wisconsin.

Lots One (1), Two (2) and Three (3) of Certified Survey Map No. 2735, City of Menasha, Calumet County, Wisconsin.

Lot One Hundred and Nine (109) of Certified Survey Map No. 2820, City of Menasha, Calumet County, Wisconsin.

Lot Ninety-four (94) of Certified Survey Map No. 2821, City of Menasha, Calumet County, Wisconsin.

(The above property was formerly known and described as:

Lots One (1), Two (2), and Eighteen (18) through One Hundred Thirty-two (132), inclusive, Lake Park Villas, City of Menasha, Calumet County, Wisconsin.)

AND ALSO:

Outlots 1-3, 6, 7, 10-17, Outlot 18 less Certified Survey Map No. 2821, Outlot 19 less Certified Survey Map No. 2735, Outlot 20 less Certified Survey Map No. 2771, Outlot 21 less Certified Survey Map No. 2820, Outlots 22, 23 and 25-27 of LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.



Register of Deeds
Calumet County, WI

Received for Record
Date: 6/01/06 10:58
Debra L. Tasch

Return to:
Atty. Steven P. Krause
KRAUSE & METZ
15 Park Place, Suite 500
Appleton, WI 54914-8250

Y900

Outlots 1 -7 of REPLAT OF LOTS 1, 2, 55-61, 65-69, 73, 75, 76, 78-80, 119, 120, OUTLOTS 4-5, OUTLOTS 8-9 AND OUTLOT 24 OF LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.

These Restated Protective Covenants for Lake Park Villas are entered into, by and among, all of the undersigned parties who are current owners of certain of the above referenced lots in Lake Park Villas, a subdivision located in the City of Menasha, Calumet County, Wisconsin, and all of whom are hereinafter collectively referred to as the "Owners".

RECITALS

A. Wisco Enterprises LLP executed a document entitled "Protective Covenants for Lake Park Villas Homeowners" on June 5, 2003, which document was recorded with the Calumet County Register of Deeds on June 16, 2003, as Document No. 358573.

B. Paragraph 17 of such recorded Protective Covenants for Lake Park Villas Homeowners provides that they "may be amended, modified, supplemented, or fully or partially terminated only upon a 75% vote of all votes entitled to be cast on behalf of the Association, which votes shall be cast in writing following which these Covenants shall be modified by a recordable instrument signed by the president and secretary of the Association". The "Association" is defined in such document as being the Lake Park Villas Homeowners' Association, Inc. The Owners are collectively the holders of votes in the Association in excess of the seventy-five percent (75%) vote required by such paragraph 17.

C. The Owners, who are also members of the Lake Park Villas Homeowners' Association, Inc., desire in this document to fully restate, in their entirety, the certain limitations, restrictions and other covenants to which the above described lots within Lake Park Villas are subjected. Furthermore, the Owners intend that these Restated Protective Covenants for Lake Park Villas (hereinafter the "Restated Covenants") fully supercede and replace those prior Protective Covenants for Lake Park Villas Homeowners recorded as Document No. 358573.

RESTATED STATEMENT OF INTENT

The City of Menasha, a municipal corporation, duly established and existing under and by virtue of the laws of the State of Wisconsin (the "City"), as the owner of certain real property caused such land to be surveyed, divided, mapped and dedicated all as shown and represented on the recorded Plat of Lake Park Villas. The City had previously retained Wisco Enterprises LLP ("Wisco") (as assignee of Johnson Properties Ltd.) to perform certain real estate development services with respect to Lake Park

Villas and other lands which the City owned immediately adjacent to Lake Park Villas. (For purposes of these Restated Covenants, the term "Wisco" shall also be interpreted to mean any other developer entities with which the City may subsequently contract to perform real estate development services with respect to Lake Park Villas and other lands which the City owns immediately adjacent to Lake Park Villas.) The status of the development of Lake Park Villas and immediately adjacent City-owned real property can be summarized as follows:

Phase 1. Phase 1 consists of Lots 3-17 of Lake Park Villas. Such Lots were not affected by the previously recorded Protective Covenants for Lake Park Villas Homeowners and they are not affected by these Restated Covenants. Phase 1 was established for commercial development, and as such, the applicable lots have a C-1 zoning classification. Phase 1 includes certain currently existing amenities hereinafter referred to in the Restated Covenants as the "Fitness Center" and the "Clubhouse".

Phase 2. Phase 2 consists of what was formerly known and described as Lots 18-132 of Lake Park Villas and what is now described as follows:

Lots 18-32, 35-54, 62-64, 70-72, 74, 77, 81-85, 88-93, 95-97, 101-108, 110-118 and 121-132 of LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.

Lots 2-14 and 16-22 of REPLAT OF LOTS 1, 2, 55-61, 65-69, 73, 75, 76, 78-80, 119, 120, OUTLOTS 4-5, OUTLOTS 8-9 AND OUTLOT 24 OF LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.

Lot One (1) of Certified Survey Map No. 2768, City of Menasha, Calumet County, Wisconsin.

Lots One (1) and Two (2) of Certified Survey Map No. 2771, City of Menasha, Calumet County, Wisconsin.

Lots One (1), Two (2) and Three (3) of Certified Survey Map No. 2735, City of Menasha, Calumet County, Wisconsin.

Lot One Hundred and Nine (109) of Certified Survey Map No. 2820, City of Menasha, Calumet County, Wisconsin.

Lot Ninety-four (94) of Certified Survey Map No. 2821, City of Menasha, Calumet County, Wisconsin.

Such Lots have been developed, and will continue to be developed, for residential purposes. The development of such Lots has been done under a PUD - Planned Unit Development - zoning classification.

Phase 3. Phase 3 consists of what was formerly known and described as Lots 1 and 2 of Lake Park Villas and what is now described as follows:

Lots 1 and 15 of REPLAT OF LOTS 1, 2, 55-61, 65-69, 73, 75, 76, 78-80, 119, 120, OUTLOTS 4-5, OUTLOTS 8-9 AND OUTLOT 24 OF LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.

It is contemplated by the City and Wisco that such Lots will be further subdivided in the future for residential development.

Phase 4. Phase 4 consists of the remainder of City-owned real property adjacent to Lake Park Villas on the north and west and which property is currently unplatted. It is contemplated by the City and Wisco that such Property will be subdivided in the future for residential development.

References will be hereinafter made to these various "Phases" of the development of Lake Park Villas and adjacent City-owned unplatted land. Such references to a particular "Phase" shall be interpreted and have the meaning as provided in the four preceding paragraphs.

RESTATED PROTECTIVE COVENANTS

The following Restated Protective Covenants are hereby imposed:

1. Applicability of Restated Covenants. These Restated Covenants shall apply and be effective as to those lots within Phase 2 only (as previously described above and such lots being collectively hereinafter referred to as "Phase 2"). Furthermore, these Restated Covenants shall also apply and be effective as to those Outlots described in the "IN RE" portion of these Restated Covenants. Specifically excluded from the applicability and effect of these Restated Covenants are those lots in Phase 3 – namely, Lots 1 and 15 of the Replat of Lake Park Villas. However, it is the intent of the City and Wisco that the future development of Phase 3 shall be harmonious with Phase 2 and that the real property within Phase 3 shall be subjected to Protective Covenants not inconsistent with the intent and reasoning contained in these Restated Covenants.

2. Residential Purposes Only. With the exceptions of Lots 39-54 of Lake Park Villas, all lots in Phase 2 shall be used only for what is commonly known as single family residential purposes. Lots 39-54 may be used for so-called "townhouse" residential construction consisting of multi-unit family residences straddling the lot lines of two or more lots with such effected lots being subject to a separate Zero-Lot-Line Property Owners' Agreement and Restrictive Covenants document. However, the City and Wisco reserve the right to "combine" certain of Lots 39-54 by and through a certified survey map process to create lots of a size that could accommodate a single

free-standing residence on each newly-configured lot in a manner consistent with the development of the rest of Phase 2.

3. Lot Ownership and Lot-Related Expenses.

A. Definition of "Lot". For purposes of these Restated Covenants, the term "lot" shall mean the following:

(1) A single parcel of property to which a specific number is allocated and as shown on the recorded Plat or Replat of Lake Park Villas (sometimes hereinafter referred to as a "Platted Lot"); and

(2) A single parcel of property designated by the word "Lot" followed by a specific number associated with such lot and as shown on a recorded Certified Survey Map (sometimes hereinafter referred to as a "Certified Survey Map Lot").

Further attributes of a lot shall include the assignment by the City of a single tax parcel identification number to such lot and that construction thereon is limited to a single dwelling.

It is acknowledged that several Certified Survey Maps have been created, approved, and recorded whereby Platted Lots have been "reconfigured". Such reconfiguration has included the establishment of new lot lines for a single Platted Lot by "attaching" thereto a portion of an immediately adjacent Outlot. Such reconfiguration has included the establishment of new lot lines for a single Platted Lot by "detaching" therefrom a portion of such lot and "attaching" thereto a portion of an immediately adjacent Outlot. Finally, such reconfiguration has included the combination of two (2) Platted Lots (Lots 33 and 34 of Lake Park Villas) into a new single Certified Survey Map Lot.

B. Lot Ownership and Lot-Related Expenses. Each owner of a lot in Phase 2 is the sole and exclusive owner of that entire lot. All buildings and other improvements to a lot (other than public utilities thereon) such as homes, patios, decks and driveways, are privately and exclusively owned by each respective lot owner. No portion of any lot is commonly owned with any other lot owner or the "Association" (as hereinafter defined). Except for what hereinafter may be defined to be an obligation of the Association, each owner of a lot upon which a home exists shall be solely responsible for all costs of maintenance, repairs and replacements pertaining to all building and improvements located on such lot. Such individual lot owner shall, for example, be responsible for painting, repairing, replacing and decorating the interior and exterior of their respective home, and for maintenance and repair of decks, patios, walkways, stoops, and driveways. The architectural integrity of each home shall be maintained with the same quality, color, design and

architectural harmony of its original construction in the event repairs or replacements are made. Except for what hereinafter may be defined to be an obligation of the Association, until the commencement of construction on a lot, such lot owner shall bear sole responsibility for any necessary or required maintenance/upkeep of the lot relative to the periodic cutting of brush, weeds or long grass and the disposal of any trash or waste therefrom. Each lot owner shall also be solely responsible for all real estate taxes, special assessments for public improvements, insurance, and other costs and expenses related exclusively to such lot. However, nothing in this paragraph shall prohibit the Association from assuming the obligation for certain repair and maintenance responsibilities as expressly set forth in these Restated Covenants, or in the Bylaws, or in the Rules and Regulations adopted by the Association .

4. Lake Park Villas – Phase 2 – Property Owners' Association, Inc. The existing Wisconsin nonstock, nonprofit corporation, Lake Park Villas Homeowners' Association, Inc., shall amend its Articles of Incorporation to provide that its name be changed to Lake Park Villas – Phase 2 – Property Owners' Association, Inc. (hereinafter referred to as the "Association"). The Owners of all Phase 2 lots (fee simple ownership as distinguished from a mortgage holder or security holder) shall automatically be members of the Association. The Association shall have only one class of members. The purposes of the Association shall include, but not be limited to, the following:

- a. To provide any necessary or required maintenance/upkeep of an unimproved lot such as the periodic cutting of brush, weeds, or long grass and the disposal of any trash or waste therefrom and to provide ongoing landscape care, lawn cutting, and lawn care services to an improved lot and to provide snow removal from walkways and driveways of an improved lot;
- b. To own, maintain, improve, police, preserve, and protect for the use of its members various Outlots in Lake Park Villas as hereinafter described in paragraph 7;
- c. To aid and cooperate with the members of the Association in the enforcement of the provisions of these Restated Covenants as well as provisions contained in the Association's Bylaws and the Rules and Regulations promulgated under such Bylaws.
- d. To arrange social and recreational functions for its members.
- e. To monitor actions by other organizations, and City, county, state and federal governments as those actions may affect the quality of Phase 2 of Lake Park Villas (including those actions which are outside the boundaries of Phase 2 of Lake Park Villas);

f. To promote actions by City, county, state and federal governments as those actions would enhance the quality of Phase 2 of Lake Park Villas (including those actions which are outside the boundaries of Phase 2 of Lake Park Villas); and

g. To join with other property owners' associations of other Phases in Lake Park Villas or with other owners of lots within the other Phases of Lake Park Villas, as necessary, to promote or coordinate the previously described purposes.

5. Association Voting Rights. Each member in good standing (as determined by Association Bylaws or the Rules and Regulations promulgated thereunder) shall be entitled to vote on each matter submitted for a vote to the members. A member shall have one vote for each lot owned. Where two or more persons own a lot, only one vote for such lot shall be allowed and the joint owners shall designate and register with the Secretary of the Association the name of the owner entitled to cast such single vote.

6. Association Fees and Assessments.

A. Determination of Annual and Special Assessments.

(1) The Association shall establish an annual budget in advance for each calendar year of all Association expenses for such year which may be required for the proper operation and management of the Association and for the ownership, maintenance, improvement, policing, preservation and/or protection of the Lake Park Villas Outlots owned by the Association. Review and discussion and approval of such annual budget shall be an agenda item at each annual members' meeting of the Association. Copies of such budget shall be delivered to each member along with the notice of annual meeting, if not before.

(2) Special assessments, other than those described in subparagraph (1) above, may be made by the Association pursuant to section 779.70, Wis. Stats.

B. Allocation of Assessments. Unless otherwise provided under section 779.70, Wis. Stats., and specifically excepting City-owned lots which are provided for in paragraph G hereafter, all assessments levied shall be equal in amount against each lot. Assessments shall be due and payable at any time after thirty (30) days from the date of the levy as determined by the board of directors.

C. Collection of and Interest Upon Unpaid Assessment. Any assessment, or installment thereof, not paid when due shall bear interest, at the rate of eighteen percent (18%) per annum from the date when due until paid. Each lot owner shall be personally liable to pay any assessment including interest thereon and costs of collection

which shall include reasonable attorneys' fees. The Association may bring an action against the lot owner for the collection of any unpaid assessment.

D. Assessments Constitute Liens. All assessments, until paid, together with interest thereon and actual costs of collection, constitute a lien on the lots on which they are assessed, if a claim for lien is filed within six (6) months from the date of the levy in conformity with the provisions of section 779.70, Wis. Stats.

E. Enforcement of Lien. Enforcement of such lien by the corporation shall be in conformity with the provisions of section 779.70, Wis. Stats.

F. Assignment of Fees and Assessments. In the event any member whose fees and assessments are paid in full, shall, during the year in which such fees and assessments are paid, terminate his or her membership by sale of his or her lot, he or she shall be entitled to assign to the buyer the benefit of the paid fees and assessment.

G. City Exclusion from Association Fees and Assessments. The City is hereby specifically exempted from the payment of the Association fees and assessments in the same manner as other lot owners as provided for in paragraphs A through F above. However, the City is still responsible for those individual lot-related expenses and obligations set forth in paragraph 3 above, the assessment and payment of which are all as more specifically set forth in the Association Bylaws and the Rules and Regulations promulgated thereunder. Furthermore, as a member of the Association, the City is responsible for its respective pro-rata share (based upon the number of lots which it owns in Phase 2 versus the total number of Phase 2 lots) of maintenance and repair costs of those Outlots owned by the Association and also certain Association administrative costs and expenses, the assessment and payment of which are all as more specifically set forth in the Association Bylaws and the Rules and Regulations promulgated thereunder. Upon the conveyance of a lot by the City to any purchaser, such purchaser shall be obligated to commence the payment of Association fees and assessments upon the first day of the first full month following the closing of the lot conveyance (and such obligation shall not be based upon actual occupancy of a home upon such lot).

7. Outlot Status. Following is a listing of certain Lake Park Villas Outlots. The Outlots are vacant parcels of property containing roadway-type improvements, ponds, landscaping, or other aesthetic features. Outlots have no voting rights for Association purposes.

The following Lake Park Villas Outlots (which have not been effected by any Certified Survey Maps nor the Replat) shall either be dedicated to the public or their ownership shall be retained in the name of the City:

Outlots 1, 3, 6, 10, 11, 14, 15, 16, 22, and 26 of LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.

The ownership of the following Lake Park Villas Outlots (formerly known and described as Outlots 2, 4, 5, 7, 8, 9, 12, 13, 17, 18, 19, 20, 21, 23, 24, 25, and 27 of LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin and which have been effected by various Certified Survey Maps and the Replat) shall be transferred to the Association and the Association shall maintain them for the common use, benefit and enjoyment of all members of the Association and their guests for private park, aesthetic and/or recreational purposes:

Outlots 2, 7, 12-13, 17, Outlot 18 less Certified Survey Map No. 2821, Outlot 19 less Certified Survey Map No. 2735, Outlot 20 less Certified Survey Map No. 2771, Outlot 21 less Certified Survey Map No. 2820, Outlots 23, 25 and 27 of LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.

Outlots 1 -7 of REPLAT OF LOTS 1, 2, 55-61, 65-69, 73, 75, 76, 78-80, 119, 120, OUTLOTS 4-5, OUTLOTS 8-9 AND OUTLOT 24 OF LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.

Outlots 10 and 11 of Lake Park Villas, and Outlots 14, 15, and 16 of Lake Park Villas contain ponds and spillways which are part of a regional water drainage and storm water detention/retention system servicing not only Lake Park Villas but also other lands in the City of Menasha and the Town of Harrison. The maintenance of the ponds and all pond-related features relating to basic water drainage, and storm water detention/retention (including silt removal, as necessary) shall be the sole responsibility of the City. However, these particular Outlots also contain and include certain so-called "water amenities" (such as, but not limited to, wells and pumps to maintain the water level of the ponds for aesthetic purposes, lighting, fountains, aeration and algae treatment), the repair and maintenance of which shall be the Association's responsibility (along with a property owners' association for Phase 3, or alternatively, the individual lot owners within the Phase 3 development). The Association's responsibility to repair and maintain the water amenities shall continue until such time as the City has recovered its costs of land purchase and infrastructure installation for Phase 1, Phase 2, and Phase 3 developments. Thereafter, the extent to which the water amenities are maintained shall be an Association decision (along with the decision of a property owners' association for Phase 3, or alternatively, the individual lot owners within the Phase 3 development). Such Outlots also contain certain bridges and trails, the repair and maintenance of which (but not snow and ice removal therefrom) shall be the sole responsibility of the City.

8. Association Bylaws, Rules and Regulations. The Association shall adopt, and may subsequently amend, Bylaws and Rules and Regulations promulgated under

such Bylaws, which will apply to all members of the Association. These Bylaws and Rules and Regulations shall be maintained by the Association and copies thereof shall be distributed to members and prospective purchasers of lots upon request.

9. Fitness Center Membership. A fitness center facility, currently known as "Athletica Fitness", is located on Lot 6 of Lake Park Villas (the "Fitness Center"). Each owner of a lot in Phase 2 (other than the City) shall automatically become a member of the Fitness Center and such membership continuation shall be mandatory through December 31, 2013. Memberships in the Fitness Center shall be classified as follows:

A. Ownership of a Lot Prior to April 1, 2006. Ownership of a lot prior to April 1, 2006, shall entitle the owner(s) to a monthly membership fee of Twenty Dollars (\$20.00) fixed at such amount through December 31, 2013. Such membership shall authorize the utilization of the Fitness Center by up to two (2) adults residing in the home on such lot (or in the case of an unimproved lot, up to two (2) adults who intend to reside in a home to be constructed on such lot). The fixed membership fee of Twenty Dollars (\$20.00) per month through December 31, 2013, shall be "transferable" to any subsequent transferees of these lots.

B. Ownership of a Lot After March 31, 2006. Any new lot owner (those persons becoming an owner of a lot through a transfer from the City after March 31, 2006) shall be entitled to a reduced membership fee ("reduced" from that membership fee otherwise charged the general public by the Fitness Center) as established, from time to time, by the Fitness Center. Such membership shall authorize utilization of the Fitness Center by up to two (2) adults residing in the home on such lot (or in the case of an unimproved lot, up to two (2) adults who intend to reside in a home to be constructed on such lot). Such reduced membership fee is not fixed through December 31, 2013.

Wisco, as the owner of the property upon which the Fitness Center is located, represents and warrants that the rates set forth in paragraphs A and B above shall be assumed and honored by any successors or assigns of Athletica Fitness. Any and all Fitness Center charges or monthly fees shall be separately invoiced by the Fitness Center to the individual lot owners. Such fees shall not be collected by or through the Association. After December 31, 2013, there will not be mandatory membership in the Fitness Center and the rates for continued membership shall be as established, from time to time thereafter, by the Fitness Center.

10. Clubhouse. Wisco has constructed a "Clubhouse" on Lot 5 of Lake Park Villas. The Association itself and any lot owner may "rent" the Clubhouse facilities at rates which Wisco will, from time to time, establish and make known to the Association and all of its members. There will be no Association budgetary category or allocation

toward so-called "Clubhouse rent". The Association and its members will simply "pay as they go" in the same manner as any other "renters" of the Clubhouse facilities. Nothing herein shall obligate Wisco to continue to use the Clubhouse for "rental" purposes to the Association, its members, and to other persons. Furthermore, nothing herein shall prevent Wisco from converting the use of the Clubhouse to a different commercial venture at any time in the future.

11. Option to Purchase Clubhouse. Wisco shall grant to the Association an option to purchase the Clubhouse property (Lot 5 of Lake Park Villas) at a price to be determined and upon terms which shall be set forth in a separate document by Wisco and the Association. Such document shall also grant the Association a first refusal option to purchase the Clubhouse property prior to its conveyance by Wisco to any bona fide third-party purchaser. Such document shall be executed by both Wisco and the Association and recorded with the Calumet County Register of Deeds.

12. Reporting Transfers of Ownership. Each owner of a lot shall promptly report to the Association the name and address of the new owner of such lot and the date of the closing of such sale. This reporting requirement is being made to facilitate maintenance of membership records for the Association. All Association dues and assessments relating to an individual lot shall be paid in full on or prior to the closing of the sale or transfer of such lot. Prior to December 31, 2013, any outstanding Fitness Center membership fees due shall be paid in full on or prior to the closing of the sale or transfer of such lot.

13. Enforcement. These Restated Covenants shall run with the land and be binding upon all owners and their respective heirs, legal representative, successors and assigns. All future transfers of any lots shall be made subject to the restrictions, obligations and conditions set forth in these Restated Covenants. It is understood that the acceptance of a deed for any lot by any purchaser is to be considered as an agreement to abide by the restrictions, obligations and conditions in these Restated Covenants. The Association or any lot owner may enforce the provisions of these Restated Covenants by proceedings in law or equity against any person violating or attempting to violate the provisions of these Restated Covenants, either to restrain violation or to recover damages, or both.

14. Construction Requirements. All homes constructed upon a lot in Phase 2 are subject to the requirement that such homes and any improvements related thereto shall be constructed or installed under a general contract with Wisco. Wisco shall be the sole and exclusive general contractor for the construction of all homes and related improvements (other than public utilities) on each lot in Lake Park Villas - Phase 2. The exclusive rights granted to Wisco in the preceding two (2) sentences shall only continue so long as the City and Wisco retain their contractual relationship as to the development of Phase 2. However, it is contemplated that similar exclusive rights may be granted by the City to a developer or developers who may succeed Wisco in a

contractual relationship as to the development of Phase 2. Construction shall commence on any vacant lot within one (1) year of purchase of such lot. Construction of the home and all related improvements shall be completed within one (1) year of the commencement of construction.

15. Architectural Control Committee. An Architectural Control Committee may be established by the Association. All proposed changes to the exteriors of homes, driveways, decks, patios, walks, lawns and landscaping must be submitted to the Association for approval by the Association or the Architectural Control Committee prior to commencement of work. Any unique landscaping features approved by the Architectural Control Committee which may involve extraordinary maintenance expense may be subjected to separate maintenance contracts with individual members and the Association to avoid the necessity of the Association bearing maintenance costs for such extraordinary expense. Accordingly, such landscaping changes shall be approved both by the Architectural Control Committee or the Association in writing. All approval hereunder will be granted or denied within thirty (30) days or less from the date of submission of written requests by a member for such work.

16. Effect of Phase 3 Development

A. The development of Phase 3 of Lake Park Villas would likely result in a separate property owners' association if such development is in a manner substantially similar to the Phase 2 development. If and when the Phase 3 property owners' association would be established, Lots 39 - 54 of Phase 2 would be "detached" from the Lake Park Villas - Phase 2 - Property Owners' Association, Inc., and "added" to the Phase 3 property owners' association.

B. If Phase 3 would be developed in a manner typical to a "traditional" single family residential development, Lots 39 - 54 within Phase 2 would remain in Lake Park Villas - Phase 2 - Property Owners' Association, Inc.

C. If Phase 3 is developed substantially similar to Phase 2, and Lots 39 - 54 are detached from Lake Park Villas - Phase 2 - Property Owners' Association, Inc., then Outlots 12 and 13 of Lake Park Villas shall be transferred to the Phase 3 property owners' association and the ponds located on Outlots 12 and 13 of Lake Park Villas would become the repair and maintenance responsibilities of such Phase 3 property owners' association.

17. Amendments. These Restated Covenants may be amended, modified, supplemented, or fully or partially terminated only upon an affirmative vote of two-thirds (2/3) of all votes entitled to be cast on behalf of the Association, which votes shall be cast in writing, and following which these Restated Covenants shall be modified by a recordable instrument signed by the president and secretary of the Association.


IN WITNESS WHEREOF, the undersigned Owners have executed these Restated Protective Covenants for Lake Park Villas as of the day and year set forth opposite their respective names.

CITY OF MENASHA

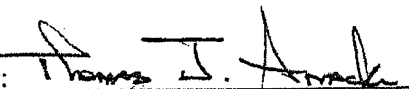
By:  Date 2-29-06
Joseph F. Laux, Mayor

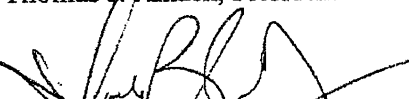
Attest:  Date 3/28/06
Deborah A. Galeazzi, City Clerk

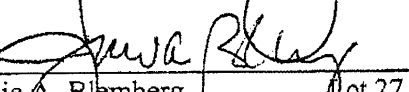
WISCO ENTERPRISES, LLP
BY: JOHNSON PROPERTIES, LTD., General Partner
(Lots 37, 46, 127 and 128)

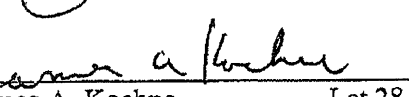
By:  Date 3/21/06
Kim M. Johnson, President

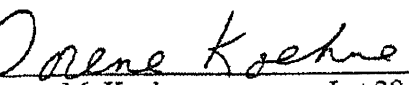
BY: LARSU, INC., General Partner

By:  Date 03/30/06
Thomas J. Amack, President

 Date 4-6-06
Mark E. Blemberg Lot 27

 Date 4-6-06
Julie A. Blemberg Lot 27

 Date 4/1/2006
James A. Koehne Lot 28

 Date 3/30/2006
Dorene M. Koehne Lot 28

Allan J. Williamson
Allan J. Williamson Lot 29

Date 4/21/06

Marvel A. Williamson Date 4/21/06
Marvel A. Williamson Lot 29

Sandeep K. Rao
Sandeep K. Rao Lot 30

Date _____

Ramegowda Venkatesh Madhusudhan
Ramegowda Venkatesh Madhusudhan
Lot 31

Date 4/27/06

Dennis J. Nelson
Dennis J. Nelson Lot 32

Date _____

Nancy M. Nelson
Nancy M. Nelson Lot 32

Date _____

Joseph C. Wells
Joseph C. Wells
Lot 1 of CSM 2768, being all of Lots 33 and 34

Date 4/19/06

Ruby A. Wells
Ruby A. Wells
Lot 1 of CSM 2768, being all of Lots 33 and 34

Date 4/19/06

Tom J. Amack
Tom J. Amack Lot 35

Date 3/30/06

Lorena H. Amack
Lorena H. Amack Lot 35

Date 4/21/06

Raymond E. Darling
Raymond E. Darling Lot 36

Date 3/30/06

Connie S. Darling
Connie S. Darling Lot 36

Date 4/25/06

Carolyn A. Smith Lot 38 Date _____

Thomas S. DeLeeuw Lot 47 Date _____

Donald A. And Karen J. Mayer Revocable Trust
dated November 20, 2001
(Lot 63)

By: Donald A. Mayer Trustee Date 3/30/06
Donald A. Mayer, Trustee

By: Karen J. Mayer Trustee Date 3/30/06
Karen J. Mayer, Trustee

Dianne P. Pacolt Date _____
Lot 9 of Replat; being all of Lot 65 & Part of Lot 1

Debra A. VanStraten Date 4-4-06
Debra A. VanStraten Lot 77

LUENEBURG REVOCABLE TRUST DATED JUNE 8, 2004
(Lot 4 of Replat; being all of Lot 78 & Part of Lot 1)

By: James A. Lueneburg Date 4/28/06
James A. Lueneburg, Trustee

By: Linda J. Lueneburg Trustee Date 3-30-06
Linda J. Lueneburg, Trustee

PEDER H. CULVER REVOCABLE TRUST DATED 12/10/02
(Lot 83)

By: Peder H. Culver Trustee Date 4-27-06
Peder H. Culver, Trustee

Bernard L. Sandlin
Bernard L. Sandlin Lot 84

Date 3/30/06

Patricia L. Sandlin
Patricia L. Sandlin Lot 84

Date 3/30/06

Gail L. Duchring-Popp
Gail L. Duchring-Popp Lot 85

Date 3-30-06

Philip L. Grishaber
Philip L. Grishaber

Date 4-15-06

Lot 1 of CSM 2771, being all of Lot 86 and Part of Outlot 20

Linda K. Grishaber
Linda K. Grishaber

Date 3-30-06

Lot 1 of CSM 2771, being all of Lot 86 and Part of Outlot 20

Stephen C. Golden, Jr.
Stephen C. Golden, Jr.

Date 3-30-06

Lot 2 of CSM 2771, being all of Lot 87 and Part of Outlot 20

Debra M. Golden
Debra M. Golden

Date 3-30-06

Lot 2 of CSM 2771, being all of Lot 87 and Part of Outlot 20

Charlene G. Brunner
Charlene G. Brunner Lot 92

Date _____

Ronald L. Harms
Ronald L. Harms Lot 96

Date 3-30-06

Barbara E. Harms
Barbara E. Harms Lot 96

Date 3/30/06

Rosemary Klauber
Rosemary Klauber Lot 97

Date 3/30/06

John C. Zore
John C. Zore

Date 30 Mar 06

Lot 1 of CSM 2735, being Lot 98 and Part of Outlot 19

Geraldina Zore
Geraldina Zore

Date 30 Mar 06

Lot 1 of CSM 2735, being Lot 98 and Part of Outlot 19

WAITROVICH TRUST DATED AUGUST 18, 2003
(Lot 101)

By: _____
Lawrence W. Waitrovich, Trustee

Date _____

By: _____
Carol L. Waitrovich, Trustee

Date _____

Charles M. Petinga
Charles M. Petinga Lot 102

Date 3/30/06

Velna M. Petinga
Velna M. Petinga Lot 102

Date 04/15/06

DAVID N. WEILAND REVOCABLE TRUST DATED JULY 13, 1993
(Lot 103)

By: _____
David N. Weiland, Trustee

Date _____


Edward Kassel
Edward Kassel Lot 104

Date 4/15/06

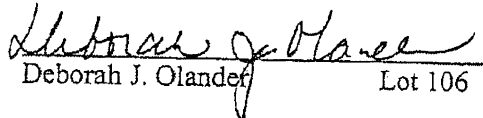
Laura Yahr Kassel
Laura Yahr Kassel Lot 104

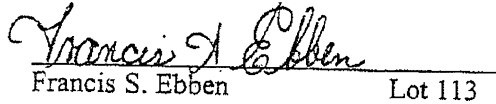
Date 3-30-06

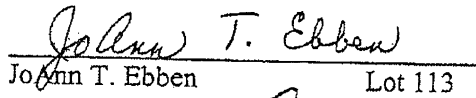
FRANK J. NAUSCHULTZ AND ARLYNN J. NAUSCHULTZ
JOINT REVOCABLE TRUST DATED JUNE 17, 2004
(Lot 105)

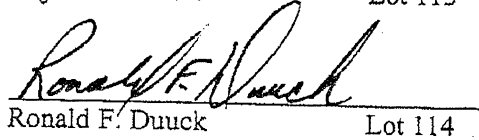
By:  Date 3/30/06
Frank J. Nauschultz, Trustee

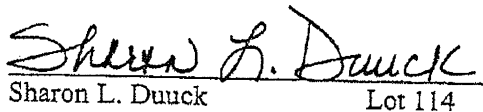
By: _____ Date _____
Arlynn J. Nauschultz, Trustee

 Date 3/30/06
Deborah J. Olander Lot 106

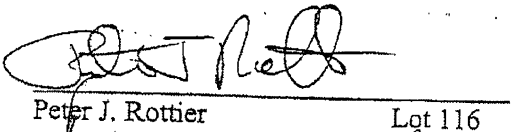
 Date 3/30/06
Francis S. Ebben Lot 113

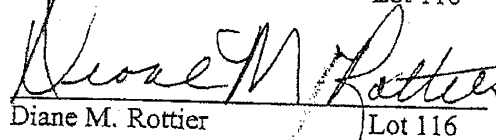
 Date 3/30/06
JoAnn T. Ebben Lot 113

 Date 3/30/06
Ronald F. Duuck Lot 114

 Date 3/30/06
Sharon L. Duuck Lot 114

Kim L. Feil Lot 115 Date _____

 Date 3/30/06
Peter J. Rottier Lot 116

 Date 3/30/06
Diane M. Rottier Lot 116

Griffith H. Howell
Griffith H. Howell Lot 117

Date 3-30-06

Loise R. Howell
Loise R. Howell Lot 117

Date 3-30-06

Stanley C. Martenson
Stanley C. Martenson

Date 3/30/06

Lot 18 of Replat; being all of Lot 119 and Part of Lot 1

Patricia M. Martenson
Patricia M. Martenson

Date 3/30/06

Lot 18 of Replat; being all of Lot 119 and Part of Lot 1

Kim M. Johnson
Kim M. Johnson

Date 3/31/06

Lot 129; and

Lots 13 and 14 of Replat; being all of Lots 58 and 59 &
Part of Lots 1 and 2

Ronald O. Klapper
Ronald O. Klapper Lot 132

Date 3/30/06

Marlene H. Klapper
Marlene H. Klapper Lot 132

Date 3/30/06

WAVERLY SANITARY DISTRICT
(Part of Lot 15 of Replat; being Part of Lot 2)

By: Laurie J. Fulcer
Laurie J. Fulcer

Date 4/18/06

Attest: Catherine M. Girdley
Catherine M. Girdley

Date 4/18/06

Gary F. Bath
Gary F. Bath

Date 3/30/06

Lot 12 of Replat, being Lot 57 and Part of Lots 1 and 2

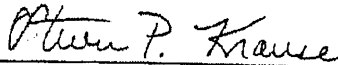
Barbara A. Bath
Barbara A. Bath

Date 3/30/06

Lot 12 of Replat, being Lot 57 and Part of Lots 1 and 2

AUTHENTICATION

Signatures of Joseph F. Laux, Deborah A. Galeazzi, Kim M. Johnson, Thomas J. Amack, Mark E. Blemberg, Julie A. Blemberg, James A. Koehne, Dorene M. Koehne, Allan J. Williamson, Marvel A. Williamson, Sandeep K. Rao, Ramegowda Venkatesh Madhusudhan, Joseph C. Wells, Ruby A. Wells, Tom J. Amack, Lorena H. Amack, Raymon E. Darling, Connie S. Darling, Donald A. Mayer, Karen J. Mayer, Debra A. VanStraten, James A. Lueneburg, Linda J. Lueneburg, Peder H. Culver, Bernard L. Sandlin, Patricia L. Sandlin, Gail L. Duehring-Popp, Philip L. Grishaber, Linda K. Grishaber, Stephen C. Golden, Jr., Debra M. Golden, Ronald L. Harms, Barbara E. Harms, Rosemary Klauber, John C. Zore, Geraldina Zore, Charles M. Petinga, Velna M. Petinga, Edward Kassel, Laura Yahr-Kassel, Frank J. Nauschultz, Deborah J. Olander, Francis S. Ebben, JoAnn T. Ebben, Ronald F. Duuck, Sharon L. Duuck, Peter J. Rottier, Diane M. Rottier, Griffith H. Howell, Lois A. Howell, Stanley C. Martenson, Patricia M. Martenson, Kim M. Johnson, Ronald O. Klapper, Marlene H. Klapper, Laurie J. Fulcer, Catherine M. Girdley, Gary F. Bath, and Barbara A. Bath authenticated this 28th day of April, 2006.



Steven P. Krause

TITLE: MEMBER STATE BAR OF WISCONSIN

THIS INSTRUMENT WAS DRAFTED BY:

Attorney Steven P. Krause
KRAUSE & METZ
15 Park Place, Suite 500
Appleton, WI 54914-8250
(920)739-5665

COPYRegister of Deeds
Calumet County, WIReceived for Record
Date: 4/21/08 12:00
Shirley Gregory**AMENDMENT NO. 1 TO RESTATED
PROTECTIVE COVENANTS FOR
LAKE PARK VILLAS**

IN RE:

Lots 18-32, 35-54, 62-64, 70-72, 74, 77, 81-85, 88-93, 95-97, 101-108, 110-118 and 121-132 of LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.

Lots 1-22 of REPLAT OF LOTS 1, 2, 55-61, 65-69, 73, 75, 76, 78-80, 119, 120, OUTLOTS 4-5, OUTLOTS 8-9 AND OUTLOT 24 OF LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.

Lot One (1) of Certified Survey Map No. 2768, City of Menasha, Calumet County, Wisconsin.

Lots One (1) and Two (2) of Certified Survey Map No. 2771, City of Menasha, Calumet County, Wisconsin.

Lots One (1), Two (2) and Three (3) of Certified Survey Map No. 2735, City of Menasha, Calumet County, Wisconsin.

Lot One Hundred and Nine (109) of Certified Survey Map No. 2820, City of Menasha, Calumet County, Wisconsin.

Lot Ninety-four (94) of Certified Survey Map No. 2821, City of Menasha, Calumet County, Wisconsin.

(The above property was formerly known and described as:

Lots One (1), Two (2), and Eighteen (18) through One Hundred Thirty-two (132), inclusive, Lake Park Villas, City of Menasha, Calumet County, Wisconsin.)

AND ALSO:

Outlots 1-3, 6, 7, 10-17, Outlot 18 less Certified Survey Map No. 2821, Outlot 19 less Certified Survey Map No. 2735, Outlot 20 less Certified Survey Map No. 2771, Outlot 21 less Certified Survey Map No. 2820, Outlots 22, 23 and 25-27 of LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.

Return to:

Atty. Steven P. Krause
KRAUSE & METZ
15 Park Place, Suite 500
Appleton, WI 54914-8250

Outlots 1 -7 of REPLAT OF LOTS 1, 2, 55-61, 65-69, 73, 75, 76, 78-80, 119, 120, OUTLOTS 4-5, OUTLOTS 8-9 AND OUTLOT 24 OF LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.

RECITALS

A. A document entitled Restated Protective Covenants for Lake Park Villas was recorded on June 1, 2006 in the Office of the Register of Deeds for Calumet County, Wisconsin as Document No. 405538.

B. Paragraph 17 of such recorded Restated Protective Covenants for Lake Park Villas provides that the "Restated Covenants may be amended, modified, supplemented, or fully or partially terminated only upon an affirmative vote of two-thirds (2/3) of all votes entitled to be cast on behalf of the Association, which votes shall be cast in writing, and following which these Restated Covenants shall be modified by a recordable instrument signed by the president and secretary of the Association".

C. On January 10, 2008, at a duly noticed Special Meeting of Members of Lake Park Villas - Phase 2 - Property Owners' Association, Inc., an amendment to Paragraph 6. G. of the Restated Protective Covenants of Lake Park Villas was duly adopted.

NOW, THEREFORE, in consideration of the above Recitals, the undersigned president and secretary of Lake Park Villas - Phase 2 - Property Owners' Association, Inc. do hereby declare that Paragraph 6. G. of the Restated Protective Covenants of Lake Park Villas is amended to read in its entirety as follows:

G. City Exclusion from Association Fees and Assessments. The City is hereby specifically exempted from the payment of the Association fees and assessments in the same manner as other lot owners as provided for in paragraphs A through F above. However, the City is still responsible for those individual lot-related expenses and obligations set forth in paragraph 3 above, the assessment and payment of which are all as more specifically set forth in the Association Bylaws and the Rules and Regulations promulgated thereunder. Furthermore, as a member of the Association, the City is responsible for its respective pro-rata share (based upon the number of lots which it owns in Phase 2 versus the total number of Phase 2 lots) of maintenance and repair costs of those Outlots owned by the Association and also certain Association administrative costs and expenses, the assessment and payment of which are all as more specifically set forth in the Association Bylaws and the Rules and Regulations promulgated thereunder. Upon the conveyance of a lot by the City to any purchaser, the obligation to pay Association fees and assessments shall commence upon the first day of the first full month following the earliest of either (a) the commencement of occupancy within a completed dwelling upon

such lot (b) the completion of the installation of the driveway/sidewalk or landscaping upon such lot or (c) twelve (12) months following the closing date of the conveyance of such lot by the City to such purchaser. Under such circumstances and until the commencement of the payment of Association fees and assessments, the City shall remain responsible for those individual lot-related expenses and obligations set forth in paragraph 3 above, the assessment and payment of which are all as more specifically set forth in the Association Bylaws and the Rules and Regulations promulgated thereunder.

IN WITNESS WHEREOF, the undersigned president and secretary of Lake Park Villas - Phase 2 - Property Owners' Association, Inc. have executed this Amendment No. 1 to Restated Protective Covenants for Lake Park Villas effective January 10, 2008.

LAKE PARK VILLAS - PHASE 2 - PROPERTY OWNERS' ASSOCIATION, INC.

By: Philip L. Grishaber
Philip L. Grishaber, President

By: Ronald F. Duuck
Ronald F. Duuck, Secretary

AUTHENTICATION

Signatures of Philip L. Grishaber and Ronald F. Duuck authenticated this 17th day of April, 2008.

Steven P. Krause

Steven P. Krause

TITLE: MEMBER STATE BAR OF WISCONSIN

THIS INSTRUMENT WAS DRAFTED BY:
Attorney Steven P. Krause
KRAUSE & METZ
15 Park Place, Suite 500
Appleton, WI 54914-8250
(920)739-5665

RESTATED BYLAWS of LAKE PARK VILLAS – PHASE 2 –
PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE I

Name, Address and Purpose

1.1 The Articles of Incorporation of Lake Park Villas Homeowners' Association, Inc., will be amended to provide that the name of the corporation is Lake Park Villas – Phase 2 – Property Owners' Association, Inc. (hereinafter referred to as the "Association"). The Association is a Wisconsin nonstock, nonprofit corporation originally "formed and organized to serve as an association of Homeowners who own real estate and/or improvements in the Lake Park Villas residential development in Menasha, Wisconsin". As the result of the recording of Restated Protective Covenants for Lake Park Villas in the office of the Register of Deeds for Calumet County, Wisconsin, (hereinafter referred to as the "Restated Covenants"), the membership in the Association will be limited to the owners of all of the lots in Phase 2 of Lake Park Villas (such "Phase 2" being defined in the Restated Covenants as Lots 18 - 132 of Lake Park Villas). These Restated Bylaws have been adopted by the board of directors of the Association in conformity with Section 8.1 of the original Bylaws. These Restated Bylaws are intended to supercede and replace, in their entirety, those prior Bylaws of Lake Park Villas Homeowners' Association, Inc.

1.2 The address of the Association shall be N9652 Highline Road, Kaukauna, Wisconsin, 54130 (c/o Wisco Enterprises LLP) which address may be changed from time to time by the board of directors of the Association.

1.3 The purposes of the Association (as set forth in paragraph 4 of the Restated Covenants) shall include, but not be limited to:

a. To provide any necessary or required maintenance/upkeep of an unimproved lot such as the periodic cutting of brush, weeds, or long grass and the disposal of any trash or waste therefrom and to provide ongoing landscape care, lawn cutting, and lawn care services to an improved lot and to provide snow removal from walkways and driveways of an improved lot;

b. To own, maintain, improve, police, preserve, and protect for the use of its members various Outlots in Lake Park Villas as described in the Restated Covenants;

c. To aid and cooperate with the members of the Association in the enforcement of the provisions of the Restated Covenants as well as provisions contained in these Bylaws and the Rules and Regulations adopted hereunder.

d. To arrange social and recreational functions for its members.

e. To monitor actions by other organizations, and City, county, state and federal governments as those actions may affect the quality of Phase 2 of Lake Park Villas (including those actions which are outside the boundaries of Phase 2 of Lake Park Villas);

f. To promote actions by City, county, state and federal governments as those actions would enhance the quality of Phase 2 of Lake Park Villas (including those actions which are outside the boundaries of Phase 2 of Lake Park Villas); and

g. To join with other property owners' associations of other Phases in Lake Park Villas or with other owners of lots within the other Phases of Lake Park Villas, as necessary, to promote or coordinate the previously described purposes.

ARTICLE II

Members, Voting and Meetings

2.1 Members. The owners of all lots in Phase 2 of Lake Park Villas (fee simple ownership as distinguished from a mortgage holder or security holder) shall automatically be members of the Association.

2.2 Voting. Except as provided to the contrary in Section 5.6 hereafter, each member shall be entitled to vote on each matter submitted for a vote to the members. A member shall have one vote for each lot owned. Where two or more persons own a lot, only one vote for such lot shall be allowed and the joint owners shall designate and register with the secretary of the Association, the name of the owner entitled to cast such single vote.

2.3 Proof of Ownership/Roster of Members. Any person, upon becoming a lot owner, shall furnish to the secretary of the Association, a copy of the recorded instrument vesting that person with an interest or ownership in the lot, which copy shall remain in the files of the Association. Every member shall furnish the Association with his or her name and current mailing address to which notice of meetings of the Association shall be sent. The secretary of the Association shall maintain a current roster of names and addresses of every member.

2.4 Quorum and Proxies for Members' Meetings. A quorum for members' meetings shall consist of thirty-three and one-third (33 1/3) percent of the votes entitled to vote. Votes may be cast in person or by proxy in accordance with the designation in the membership list. The act of a majority of votes presented in person or by proxy at any meeting at which a quorum is present shall be the act of the members. (Note, however, that the following Bylaw sections provide for membership action or approval in a format and at an amount in excess of a "majority vote of a quorum": 5.7, 5.8, and 7.1.) Proxies shall be valid only for the particular meeting(s) or time period designated therein, unless sooner revoked, and must be filed with the secretary before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meeting, at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

2.5 Annual Meeting. An annual meeting of the members shall be held on a date between September 15 and October 30 of each year. The time and place shall be fixed by the board of directors.

2.6 Regular/Special Meetings. In addition to the annual meeting, regular and special meetings may be held at a time and place to be determined as follows: regular or special members' meetings may be called (1) by the president, (2) by the board of directors or such other officer(s) as the board of directors may authorize from time to time, or (3) by the president or secretary upon the written request of the holders of record of at least 10% of all the votes entitled to be cast upon the matter(s) set forth as the purpose of the meeting in the written request. Upon delivery to the president or secretary of a written request pursuant to (3) above stating the purpose(s) of the requested meeting, and dated and signed by the person(s) entitled to request such a meeting, it shall be the duty of the officer to whom the request is delivered to give, within 30 days of such delivery, notice of the meeting to members. Only business within the purpose described in the special meeting notice shall be conducted at a special members' meeting.

2.7 Notice of Meetings. The Association shall notify all members in writing of the date, time, and place of any meeting of the members. In the case of special meetings, the notice shall also state the meeting's purpose. Unless otherwise required by Chapter 181 of the Wisconsin Statutes entitled "Nonstock Corporations" (hereinafter referred to as "Chapter 181"), the meeting notice shall be delivered personally or by mail not less than 10 days nor more than 60 days before the meeting date.

ARTICLE III

Board of Directors

3.1 Power and Duties of the Board of Directors. The affairs of the Association shall be governed by the board of directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised in accordance with the provisions of Chapter 181, the Restated Covenants, the Articles of Incorporation and these Bylaws, and the Rules and Regulations adopted hereunder.

3.2 Number and Qualifications of Directors. The number of directors of the Association shall be five (5). A director shall not be required to be an owner of a lot in Phase 2 of Lake Park Villas. Until such time as more than fifty percent (50%) of the lots in Phase 2 of Lake Park Villas are owned by persons or entities other than the City, at least two (2) of the directors shall be elected by the owners of lots other than the City. Furthermore, until the City owns no more lots in Phase 2, the City shall have the right to appoint one (1) director who shall be either the City Attorney or the City's Community Development Director, or such other "alternate" City official as may be designated, from time to time, by the City Attorney.

3.3 Election and Term of Directors. At the first annual meeting of the members following the adoption of these Restated Bylaws, the members shall elect five (5) directors to be classified with respect to the terms for which they hold office by dividing them into two (2) classes as follows:

a. Two (2) directors whose term will expire after one (1) year at the next annual meeting of the Association; and

b. Three (3) directors whose term will expire after two (2) years, at the second annual meeting of the Association after their election. (One of these three (3) directors shall be the City's "appointed director" as provided in Section 3.2 above.)

The successors to the class of directors whose terms expire as set forth above shall be elected to hold office for a term of two (2) years or until their successors are duly elected and qualified or until any of said directors shall have been removed in the manner herein provided so that the term of one (1) class of directors shall expire in each year.

The Association may accept nominations for directors any time that vacancies exist or any time within sixty (60) days prior to the expiration of any term of office.

3.4 Vacancies on Board. Vacancies on the board of directors caused by any reason other than the removal by a vote of the members shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a director until the successor is elected at the next annual meeting of the members at which that class of directors is to be elected.

3.5 Removal of Directors. At any regular or special meeting duly called, any one (1) or more of the directors may be removed with or without cause by a majority of the votes of the members entitled to be cast, and a successor may then and there be elected to fill the vacancy thus created. However, in no event shall the City's "appointed director" as provided in Section 3.2 above be removed under this Section.

3.6 Regular Meetings and Notice. A regular annual meeting of the board of directors shall be held immediately after and at the same place as the annual meeting of the members. Notice of the regular annual meetings of the board of directors shall not be required. At such annual meeting, among other things, the directors may elect officers of the Association for the ensuing year or defer such election until a subsequent special meeting of the board of directors is called for such purpose.

3.7 Special Meetings and Notice. Special meetings of the board of directors may be called by the president or by any two (2) directors on three (3) days' written notice to each director given personally or by mail, which notice shall state the time, place and purpose of the meeting.

3.8 Waiver of Notice. Before, at or after any meeting of the board of directors, any director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the board shall be a waiver of notice by him of the time and place thereof. If all of the directors are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting.

3.9 Quorum of Directors and Adjournments. At all meetings of the board of directors, four (4) or more of the directors shall constitute a quorum for the transaction of business, and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors. If at any meeting of the board of directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

3.10 Fidelity Bonds. The board of directors may require that some or all officers and/or employees of the Association handling or responsible for Association's funds shall

furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

3.11 Action Without a Meeting of the Directors. Any action required or permitted by the Articles of Incorporation, these Bylaws, or any provision of Chapter 181 to be taken by the board of directors at a board meeting may be taken without a meeting if one or more written consents, setting forth the action so taken, shall be signed by all of the directors entitled to vote on the subject matter of the action and retained in the corporate records. Action taken pursuant to written consent shall be effective when the last director signs the consent or upon such other effective date as is specified in the consent.

ARTICLE IV

Officers

4.1 Designation, Election and Removal. The principal officers of the Association shall be a president, vice president, secretary and treasurer to be elected annually by the board of directors. Upon the affirmative vote of the majority of the members of the board of directors, any officer may be removed, either with or without cause, and his successor shall be elected at the regular meeting of the board of directors or at any special meeting called for that purpose. Any two (2) or more offices, except a combination of the offices of president and secretary, and a combination of the offices of president and vice president may be held by the same person.

4.2 President. The president shall be selected from among the members of the board of directors and shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the board of directors. He shall have all the general powers and duties which are usually vested in the office of the president including, but not limited to, the power to sign, together with the secretary or any other officer designed by the board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein.

4.3 Vice President. The vice president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If both the president and vice president are unable to act, the board of directors shall appoint some other member of the board to do so on an interim basis. The vice president shall also perform such other duties as shall from time to time be imposed upon him by the board of directors.

4.4 Secretary. The secretary shall keep the minutes of all meetings of the board of directors and of the Association and shall count votes at meetings of the Association

and shall have charge of the Association's books and records and shall, in general, perform all duties incidental to the office of the secretary.

4.5 Treasurer. The treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. The treasurer shall be responsible for the deposit of all moneys and all valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the board of directors. The treasurer shall also be responsible for the billing and collection of all common expenses and assessments made by the Association.

4.6 Liability of Directors and Officers. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him/her as a director or officer of the Association if such person(s) exercised and used the same degree of care and skill as a prudent person would have exercised or used under the circumstances in the conduct of his/her 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/she had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he/she may be entitled as a matter of law.

4.7 Compensation. No director or officer of the Association shall receive any fee or other compensation for services rendered on behalf of the Association. However, upon board of director approval, a director or officer of the Association may receive reimbursement for expenses incurred for or on behalf of the Association.

ARTICLE V

Operation of the Association

5.1 Operations. The Association, acting through the board of directors, shall be responsible for the administration and operation of the Association in accordance with the Restated Covenants, the Articles of Incorporation and these Bylaws and the Rules and Regulations adopted hereunder. The Association may contract for the services of a managing agent who shall manage and operate the Association upon such terms and for such compensation and with such authority as the board of directors may determine and approve.

5.2 Rules and Regulations. The Association, through the board of directors, shall from time to time adopt Rules and Regulations governing the operation, maintenance and use of the Lots and Outlots within Phase 2 of Lake Park Villas. Such Rules and

Regulations of the Association shall not be inconsistent with the terms of the Restated Covenants or these Bylaws. The Association members, their guests, and any occupants of the homes constructed on such lots shall conform to and abide by all such Rules and Regulations. The Association, through its board of directors, shall designate such means of enforcement thereof as it deems necessary and proper. The Rules and Regulations may be altered and amended or repealed in the manner set forth in the Rules and Regulations.

5.3 Association Fees and Assessments. The Association, acting through the board of directors, shall determine annual and special assessments and their allocation and collection in the manner set forth in paragraph 6 of the Restated Covenants, which currently provides as follows:

A. Determination of Annual and Special Assessments.

(1) The Association shall establish an annual budget in advance for each calendar year of all Association expenses for such year which may be required for the proper operation and management of the Association and for the ownership, maintenance, improvement, policing, preservation and/or protection of the Lake Park Villas Outlots owned by the Association. Review and discussion and approval of such annual budget shall be an agenda item at each annual members' meeting of the Association. Copies of such budget shall be delivered to each member along with the notice of annual meeting, if not before.

(2) Special assessments, other than those described in subparagraph (1) above, may be made by the Association pursuant to section 779.70, Wis. Stats.

B. Allocation of Assessments. Unless otherwise provided under section 779.70, Wis. Stats., and specifically excepting City-owned lots which are provided for in paragraph G hereafter, all assessments levied shall be equal in amount against each lot. Assessments shall be due and payable at any time after thirty (30) days from the date of the levy as determined by the board of directors.

C. Collection of and Interest Upon Unpaid Assessment. Any assessment, or installment thereof, not paid when due shall bear interest, at the rate of eighteen percent (18%) per annum from the date when due until paid. Each lot owner shall be personally liable to pay any assessment including interest thereon and costs of collection which shall include reasonable attorneys' fees. The Association may bring an action against the lot owner for the collection of any unpaid assessment.

D. Assessments Constitute Liens. All assessments, until paid, together with interest thereon and actual costs of collection, constitute a lien on the lots on which they are assessed, if a claim for lien is filed within six (6) months from the the date of the levy in conformity with the provisions of section 779.70, Wis. Stats.

E. Enforcement of Lien. Enforcement of such lien by the corporation shall be in conformity with the provisions of section 779.70, Wis. Stats.

F. Assignment of Fees and Assessments. In the event any member whose fees and assessments are paid in full, shall, during the year in which such fees and assessments are paid, terminate his or her membership by sale of his or her lot, he or she shall be entitled to assign to the buyer the benefit of the paid fees and assessment.

G. City Exclusion from Association Fees and Assessments. The City is hereby specifically exempted from the payment of the Association fees and assessments in the same manner as other lot owners as provided for in paragraphs A through F above . However, the City is still responsible for those individual lot-related expenses and obligations set forth in paragraph 3 of the Restated Covenants, the assessment and payment of which are all as more specifically set forth in these Bylaws and the Rules and Regulations promulgated thereunder. Furthermore, as a member of the Association, the City is responsible for its respective pro-rata share (based upon the number of lots which it owns in Phase 2 versus the total number of Phase 2 lots) of maintenance and repair costs of those Outlots owned by the Association and also certain Association administrative costs and expenses, the assessment and payment of which are all as more specifically set forth in these Bylaws and the Rules and Regulations promulgated thereunder. Upon the conveyance of a lot by the City to any purchaser, such purchaser shall be obligated to commence the payment of Association fees and assessments upon the first day of the first full month following the closing of the lot conveyance (and such obligation shall not be based upon actual occupancy of a home upon such lot).

5.4 Annual Budget. The annual budget shall provide for two (2) funds, one of which shall be designated the “operating fund” and the other the “reserve fund”.

A. The operating fund shall be used for all common expenses which occur with greater than annual frequency, including, but not limited to such things as, amounts required to provide ongoing landscape, lawn cutting and lawn care services and snow removal for lots, the costs of routine repair and maintenance of the Outlots owned by the Association, management fees, insurance, utilities, real

estate and income taxes, professional fees, and materials and supplies used in the management and operation of the Association.

B. The reserve fund shall be used primarily for extraordinary maintenance and repair expenses of Outlots owned by the Association or for which the Association may have certain repair and maintenance obligations such as Outlots 10, 11, 14, 15 and 16. The Association shall maintain the reserve fund at an amount deemed reasonable by the board of directors. In the event that the Association incurs routine repair and maintenance costs to the Outlots owned by the Association or for which the Association may have certain repair and maintenance obligations in excess of those costs originally included in the operating fund, the payment of such excess may, in the discretion of the board of directors, be funded through the use of the reserve fund. Furthermore, at the discretion of the board of directors, the reserve fund may be used for normal repair or maintenance, customary services, or other operational costs of the Association in excess of amounts collected. Funds from the reserve fund used as provided in the two (2) immediately preceding sentences must be replaced within three (3) years from the date of withdrawal.

5.5 Invoicing of the City of Menasha. The City is specifically exempted from the payment of the Association fees and assessments in as required of other lot owners as provided for in subparagraphs A through F of paragraph 6 of the Restated Covenants. However, in conformity with subparagraph G of paragraph 6 of the Restated Covenants, the Association, from time to time, shall invoice the City for the City's prorata share (based upon the number of lots owned by the City versus the total number of Phase 2 lots) of maintenance and repair costs of those Outlots owned by the Association or for which the Association may have certain repair and maintenance obligations and also certain Association administrative costs and expenses. For purposes of this payment obligation of the City, "administrative costs and expenses" shall be defined to include, but not necessarily limited to, the following: Association insurances of all kinds, professional fees and management fees.

5.6 Vote of Member in Default. A member other than the City shall be prohibited from voting at a meeting of the Association if the member is delinquent in the payment of any assessment by the Association.

5.7 Membership Approval for Extraordinary Actions. The Association may undertake any of the following only after an affirmative vote of two-thirds (2/3) of all votes entitled to be cast on behalf of the Association and which votes shall be cast in writing:

- a. Borrow money;

b. Purchase real property;

c. Convey real property; or

d. Make capital improvements, such as the construction of additional amenities (and specifically distinguished from existing repair and maintenance, including replacement, obligations for Outlots owned by the Association or Outlots for which the Association may have certain repair and maintenance obligations), costing in excess of Ten Thousand Dollars (\$10,000).

5.8 Members' Request for Audit.

A. Any member or members at any time at his/her/their own expense may cause an audit to be made of the books and records of the Association. Following such audit, such members who have paid for the audit may receive reimbursement of such audit expenses from the Association upon a written petition to such effect being signed by members representing at least two-thirds (2/3) of all votes entitled to be cast on behalf of the Association.

B. A petition signed by members representing at least two-thirds (2/3) of all votes entitled to be cast on behalf of the Association shall result in the board of directors initiating a requested audit of the books and records of the Association with the payment of such audit being a common expense of the Association.

C. Nothing herein is intended to prohibit or restrict the board of directors from initiating an audit of the books and records of the Association with the cost of such audit being a common expense of the Association.

ARTICLE VI

Miscellaneous

6.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year.

6.2 Corporate Seal. The Association shall have no seal.

6.3 Indemnity 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 loss, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by or imposed upon him/her in connection with or resulting from any claim, action, suit or proceedings, including criminal proceedings, to which he/she is made or threatened to

be a party by reason of his/her being or having been such director or officer, except as to matters as to which he/she shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence, willful misconduct, or criminal conduct. 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, willful misconduct or criminal conduct in the performance of his/her duty as such director or officer in relation to the matter involved. The Association, by its board of directors, may indemnify in like manner or with any limitations any employee or former employee of the Association with respect to any action taken or not taken in his capacity as such 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 expense incurred or suffered by the Association by reason 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 Section 6.3 shall be deemed to obligate the Association to indemnify any member who is or has been an employee, director or officer of the Association, beyond the extent set forth in this Section 6.3, with respect to any duties or obligations assumed or liabilities incurred by him/her under and by virtue of the Restated Covenants, the Articles of Incorporation and Bylaws of the Association, as a member of the Association.

6.4 Subordination. These Bylaws are subordinate and subject to all provisions of the Restated Covenants and any amendments thereto and the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Restated Covenants.

6.5 Interpretation. In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these Bylaws shall be deemed or construed to authorize the Association or board of directors to conduct or engage in any active business for profit on behalf of any or all of the members.

6.6 No Vested Interest in Operating or Reserve Funds. Members shall have no vested interest in nor shall they be entitled to withdrawals from either the operating fund or the reserve fund created hereby. Upon sale or other disposition of a lot, said funds shall remain intact, and a new owner shall not be additionally assessed for improvements for which the prior owner has been assessed and the assessment has been paid.

6.7 No Waiver. Failure of the Association or members to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of these Bylaws, or to exercise any right or options contained herein, or to serve any notice or institute any action, shall not be construed as a waiver or relinquishment for the future of such terms, covenants, conditions or restrictions, all of which shall remain in full force and effect.

6.8 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of the remaining portion of said provisions or of any other provision of these Bylaws.

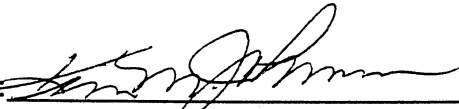
ARTICLE VII

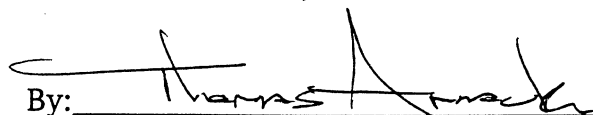
Amendments

7.1 Amendments. These Bylaws may be amended, modified, supplemented, or fully or partially terminated or restated only upon an affirmative vote of two-thirds (2/3) of all votes entitled to be cast on behalf of the Association and which votes shall be cast in writing.

These Restated Bylaws have been duly adopted by the board of directors effective April 1, 2006.

LAKE PARK VILLAS – PHASE 2 – PROPERTY OWNERS' ASSOCIATION, INC.

By: 
Kim Johnson, Director

By: 
Thomas Amack, Director

By: 
Kevin Johnson, Director

Lake Park Villas—Phase II Revised Rules and Regulations

Lake Park Villas Homeowners Association, Inc.

Pursuant to the Bylaws, the Board of Directors and Lake Park Villas—Phase II Homeowners Association, Inc., adopt the following Rules and Regulations covering the details of the operation and use of the land, buildings and improvements, herein “Property,” located in the Lake Park Villas development, owned by members of the Lake Park Villas—Phase II Homeowners’ Association, Inc., herein “Association.”

The Lake Park Villas—Phase II Property, Common Areas and Facilities, property Homeowners, and guests, are subject to the following Rules and Regulations.

The term “Home” includes the real property lot (whether improved or unimproved), house, garage, decks, patios, sidewalks, driveways, and all other improvements on each lot other than public utilities.

The term “Homeowner” means the owner of a Home in Lake Park Villas—Phase II, each of whom shall be a member of the Association.

The term “Board” means the elected Homeowners and the City of Menasha board member designate for the Association.

A “Landscape and Architectural Control Committee” (LACC) has been established in accordance with the Revised Covenants.

1. **Compliance with Covenants/Bylaws/Rules and Regulations** The Property and Common Areas and Facilities shall be occupied and used in accordance with the Association Protective Covenants and Bylaws of record for Lake Park Villas—Phase II, which are incorporated as part of these Rules and Regulations by reference. All administration, interpretation, amendment, and enforcement of these Rules and Regulations by the Association shall be the responsibility of the Board of Directors of the Lake Park Villas—Phase II Homeowners Association, Inc.

2. **Uses as Residence/Leasing Arrangements** Each Home shall be used only for residential purposes and shall be Homeowner occupied. No leasing or renting is allowed, with the exception of a limited hardship lease approved by the Board.

3. **Common Area—Obstruction/Damage/Alteration/Construction/Removal**

There shall be no obstruction or alteration of the Common Areas and Facilities, and nothing shall be stored, placed, constructed thereon, or removed from these areas without the prior written consent of the Board. No waste shall be committed in, or damage caused to, the Common Areas and Facilities.

4. **Compliance with Laws** Nothing shall be done or kept at any Home or on the Common Areas and Facilities that will increase the rate of insurance on the Common Areas and Facilities, without the prior written consent of the Board. No Homeowner shall permit anything to be done or kept in the Home or in the Common Areas and Facilities which will result in the cancellation of insurance on any Home or any part of the Common Areas and Facilities, or which would be in violation of any law or ordinance.

5. **Signs** No sign of any kind shall be displayed to the public view on or from any Property or the Common Areas and Facilities without the prior written consent of the Board, with the exception of real estate signs that are a size that has been approved by the Board.

6. **Animals** Homeowners may keep up to three (3) household pets, with no more than two (2) being dogs, that are not in violation of any laws or ordinances, provided that they are not kept or bred for commercial purposes. The right of any Homeowner to keep such a pet at any Home is subject to the condition that the pet is not allowed to unreasonably annoy or disturb any other Homeowner, and is not allowed to run at large. Said pets must be on a leash when outdoors, or under the owner's supervision. No outside pet housing structures, cages, kennels, dog coops, or doghouses may be constructed or placed on the Common Areas and Facilities or in any garages without the prior written consent of the Association. The Homeowner of the Home in which the pet resides shall remove any pet excrement in the Common Areas and Facilities immediately. The Board reserves the right to assess Homeowners for damages caused by pets to the Common Areas and Facilities. The Board also reserves the right to insist upon removal of any pet that causes an unreasonable disturbance or damage.

7. **Noxious Activity** Noise and/or noxious activities of every nature whatsoever which would unreasonably disturb other Homeowners as determined in the discretion of the Association are prohibited. The use of power equipment by Homeowners, such as lawn mowers, blowers, power washers, and edger's, etc may be used on Monday through Friday between the hours of 8:00 AM and 5:00 PM and may not be used before 10:00 AM or after 3:00 PM on Saturdays and are banned on Sundays and Holidays.

8. **Parking** Automobiles and other motor vehicles shall be stored inside garages or off the property and not in driveways or in the street for any period in excess of twenty-four (24) hours. However, one licensed operable vehicle used on a regular basis may be kept in the driveway (in the case of a third car at a Home with a two car garage). No on street, overnight parking is allowed, excepting on a limited basis to accommodate guests of Homeowners, subject to compliance with local ordinances. Garage doors shall be kept closed except when entering or leaving or when working in the yard of the Property.

9. **Use and/or Storage of Recreational/Other Equipment** Recreational vehicles (including but not limited to snowmobiles, boats, other watercraft, trail bikes, travel trailers, motor homes, dune buggies), and other off-street equipment like ice shanties, tractors, construction equipment or materials, and non-motorized equipment of any kind shall not be parked, kept or stored at any Home outside an enclosed garage, except for temporary storage required for moving, loading and unloading purposes for a period of not more than forty-eight (48) hours. Such recreational vehicles shall not be used or operated on any Common Areas and Facilities, except on dedicated streets, in accordance with applicable traffic laws.

10. **Exterior Wiring, Mechanical, and Electronics** No wiring for electrical or telephone purposes, or for any other purpose, shall be installed on the exterior of any Home or the Common Areas and Facilities. No television or radio antennae, satellite dish, machines, or window/wall air conditioning may be installed on the exterior of any Home, including any part of any balconies, and may not protrude through the walls or the roof of any Home, except as may be expressly authorized by the Board. The foregoing does not prohibit the repair or replacement of installed equipment originally authorized by the Board. No electrical equipment will be allowed that interferes with the communication equipment reception of other Homeowners.

11. **Trash Disposal** Disposal of garbage and trash shall be only by the use of City approved garbage containers and or suitable plastic garbage bags. Said garbage containers and garbage bags shall at all times be stored in the garage except for placement outside of the Home for municipal disposal pickup.

12. **Patios** Patios and/or decks shall be used only for the purposes intended. Homeowners are permitted to maintain and store on the patio or deck a Charcoal, LP or Natural gas grill to prepare food, as allowed by local ordinances.

13. **Fire and Fire Pits** Recreational fire pits are allowed only if fueled by LP or natural gas. No freestanding wood, charcoal, or pellet-type burning fire pits of any kind are allowed.

14. **Landscaping—Common and Facility Areas** No landscaping or plant material located in the Common Areas and Facilities shall be altered, moved, or added without prior permission of the Association. The removal of natural vegetation, trees, or wood from the Common Areas and Facilities is prohibited. With Board approval, Homeowners may do maintenance of the Common Areas and Facilities on a volunteer basis. The LACC and Homeowner Volunteer must be educated by the designated Association approved landscape professional.

15. **Landscaping—Homeowner Property** Annuals, perennials, and vegetables may be planted in limited areas as designated by the site plans. All landscaping plans for individual lots shall be approved by the Board through the Landscape and Architectural Control Committee. Any dead trees/shrubs in the site plan that are not under warranty must be replaced by the Homeowner at the Homeowner's sole expense.

A Homeowner may petition the Association, through the LACC, in writing, for permission to add to or alter the landscaping of the Homeowner's lot at his/their sole cost and expense. The Board may, but need not, grant permission for any such changes. Any Homeowner requesting such a change shall be responsible not only for the cost of implementing the change, but also for the ongoing cost of all maintenance, replacement and ultimate removal and restoration associated with such change, including the watering thereof. Any Homeowner-added changes must be installed on the Homeowner's own watering system. The Association shall not be responsible for any damage to, or replacement of any such Homeowner installed plant material or other landscaping of any type.

16. **Fences** No fence, wall, hedge, or screen planting shall be installed unless in accordance with landscaping or other plans approved in advance by the Board. In general, fencing, any landscaping or screening device obstructing views of the Common Areas will be discouraged, and may be denied by the Board in its sole discretion.

17. **Ponds** There shall be no fishing, swimming or wading within, or any floating or other navigation upon any ponds or storm water facilities located within or adjacent to the Property.

18. **Hunting, Trapping, or the Use of Firearms** Hunting, trapping, or the use of firearms, including but not limited to hand guns, rifles, shotguns, BB guns, pellet guns, slingshots and bows and arrows, are not permitted on the Property.

19. **Swimming Pools and Hot Tubs** Swimming pools are prohibited. Hot tubs and spas are permitted with prior written consent of the Board, and then only on the Homeowner's deck or patio, approved on a case-by-case basis. Hot tubs and spas will not be permitted in any Common Areas. Plastic portable child pools are permitted on patios or decks only.

20. **Outdoor Ornaments** Christmas decorations may be displayed from November 15th to January 15th. Other decorations will be permitted and may be placed three weeks (21 days) prior to and removed by one week (7 days) after the event. Decorative lighting should not be obtrusive to Association members.

21. **Bird and Wildlife Equipment** One birdbath, one small house, and three small feeding stations may be displayed only in the rear of the Homeowner's lot, and shall be purchased and maintained at the Homeowner's expense. No bird or wildlife equipment may be placed in the common areas or facilities without written permission from the Board.

22. **Outdoor Gatherings** Gazebos, gardens and other Common Areas and Facilities are not to be used for organized gatherings, such as a family reunion, wedding shower, etc.

23. **Home Standards and Homeowner Responsibilities** Homes in the Lake Park Villa -Phase II are to be built and maintained in accordance with the architectural and structural standards that have already been established for this Planned Community. The Board shall have discretionary control over the exterior appearance of the Homes, including the design, type, and quality of materials, colors, and architectural harmony with other Homes in the Lake Park Villas—Phase II. This is for purposes of protecting aesthetic appearance and corresponding property values.

After the Homeowner's warranty period with the builder has expired, the individual Homeowners shall be responsible for the painting, repairing, and decorating of the interiors and exteriors of Homes, maintaining, fixing, or replacing driveways, walks, stoops, patios, decks, etc., at the Homeowner's sole expense. The Landscape and Architectural Control Committee shall review and approve of all visible exterior alterations, maintenance, and repairs to Home sites, and make recommendations to the Board.

24. **Maintenance Personnel** Grounds and other maintenance personnel are retained by the Association and not by the individual Homeowners. Therefore, Homeowners may not give instructions to the grounds or any maintenance personnel. Homeowners should communicate all suggestions, requests, and complaints in writing to the Board, through the Landscape and Architectural Control Committee.

25. **Infraction of Rules and Enforcement** The Board is responsible for enforcing the Rules and Regulations, Covenants and Bylaws. Upon the first infraction of a rule, the offending Homeowner will receive a letter from the Board. Upon the failure to cure, or upon the second infraction of a rule, the Homeowner will be requested in writing to appear before the Board. If a satisfactory settlement is not reached at this meeting, legal proceedings or such other action approved by the Board may be commenced for damages and/or injunctive relief. The maximum fine that may be imposed by the Association for each single or continuing infraction is established at \$50.00 per incident, per day, based upon written notice. Upon successful enforcement, the violating party shall be liable for, and must reimburse the Association for, reasonable costs, expenses and legal fees incurred in connection with the violation(s). The Association may impose forfeiture of up to 100% per incident per day to violators of these Rules.

26. **Conflict with Covenants and Bylaws** The above rules and regulations, and those which may be hereafter adopted by the Association, are in addition to those set forth in the Covenants and Bylaws. In the event of a conflict involving the Covenants, the Covenants shall govern. In the absence of a conflict with the Covenants, the Bylaws shall govern.

27. Amendment The Association is responsible to and may, in its discretion, promulgate new rules and regulations and amend these Revised Rules and Regulations from time to time in writing. Homeowners wishing to modify, add or delete a specific rule or regulation should make their request in writing to the Association for its consideration and decision. Amendments to these Revised Rules and Regulations will take effect on a date 15 days from the date the Board mails a copy of the approved amendment(s) to the Homeowners, unless an amendment is based on an emergency as determined by the Board requiring immediate enactment for the protection or benefit of the Property or Homeowners.

28. Variances The Board may grant variances in writing to the Revised Rules and Regulations if consistent with the overall intent and purposes of the protection of the Lake Park Villas - Phase 2, and determined to be justified under the circumstances.

Dated this 18th day of January, 2007.

Lake Park Villas - Phase 2 - Property Owners Association, Inc.

BY: _____

Philip Grishaber, President

BY: _____

Gail Popp, Vice-President

BY: _____

Ronald Duuck, Secretary

BY: _____

Donald Mayer, Treasurer

BY: _____

Jeffrey Brandt, City of Menasha, Representative

Lake Park Villas

Home Standard Minimums

March 14, 2007



Structural Quality And Energy Efficiency

Energy Star Certification	R-19 Wall Insulation
Single-story Homes having exterior design consistent w/ existing Villa homes	R-44 Attic Insulation
Poured Concrete Foundation	High Efficiency Furnace (Forced-air Natural Gas)
I-joist Engineered Flor System	Energy Efficient Central Air Conditioner
Tongue & Groove Sub-floors, glued and nailed	Full House Energy Wrap
2" x 6" Exterior Wall Construction	Efficient Duct Systems
Engineered Roof Truss Systems	High-performance Windows w/ privacy on Sides
R-5 Foundation Insulation	200 Amp electrical Service
	Energy Efficient Water Heater

Interior Features

Ground Fault Interrupt (GFI) in Garage, Kitchen, And Bath Locations

Photo Electric Smoke Detectors w/ Battery Back-up on All Floors and in All Bedrooms

Three Universal Outlets
(2 Coaxial Cable and 2 Category 5e Wire--
One Outlet must be located in Family/great Room. *Is this Cable & Fiber Optics?*)

9 Foot Ceilings, or higher

Solid Core Wood Doors

Any Fireplace is to be Direct Vent Gas

Dishwasher, Garbage Disposal, Microwave

Exterior Features

Universal Access Preferred

Completely Maintenance Free Materials

Full Masonry, Brick or Stone Front, w/ corner wrap, (Optional Shake Trim)

Cementitious Siding (on sides and back, in limited colors)
(or High Grade Vinyl)

Concrete Driveway and Front Walkway

Lighted Housenumbers in existing LPV Style

Professional Landscaping w/ full surround

Front Entry 2-car Garage w/ 8' x 18' Foot Door, & Openers, Remote and Keyless Entry

Clad Exterior Door Frames

Front and Rear Waterproof GFI Electrical Outlets, including Soffit Outlets

Front & Rear Frost-free Hose Bibs

Aluminum Gutters

30 Year Dimensional Roofing System

Concrete Patio of 196 sq ft or more

Rear Screened Porch Enclosure (for some models)

Note: This list was compiled without full understanding of what is code or industry standard.

2010 Property Records for City of Menasha, Calumet County

August 17, 2012

Commercial Building Name		
Utility Building		
Tax Class		
(1) Residential	(2) Commercial	(3) Manufacturing
Entrance Code		
(0) Gained	(2) Refused	(3) Estimated
Building Zip Code	Story Height	
54952	1.00	



Above Grade Section	Section Name	Stories	Perimeter (ft)	Total Area (sf)	Year Built	Expected Life	Years Remaining
	Section 1	1.00	156	1,296	2003	35	10

Occupancies	Designed Use	Actual Use	Construction Class	Avg Height (ft)	Area (sf)	Area (%)	Quality
	Storage garage		Wood or steel framed exterior w	12.00	1,296	100.0%	Average

	Component Description	Count	Stops	Area (sf)	Area (%)	Quality
Exterior walls						
HVAC						
Elevators						
Fire sprinklers						
Fire alarms						
Mezzanines						
Malls						
Balconies						

