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12/31/2024

DOC # 11475359

RECORDED:

12/31/2024 11:28 AM

ISRAEL RAMON

REGISTER OF DEEDS

MILWAUKEE COUNTY, WI

AMOUNT: 30.00

**DECLARATION OF
RESTRICTIONS AND
COVENANTS
Amendment 6**

LAKE POINTE ESTATES OF FRANKLIN

Record this document with the Register of
Deeds

Name and Return Address:

Lake Pointe Estates

P.O. Box 320214

Franklin, Wi. 53132

(See Exhibit B for Parcel
Numbers)

Parcel Identification Number

LEGAL DESCRIPTION

Lake Pointe Estates of Franklin, being a redivision of a part of
Certified Survey Map No. 5122 and lands in the Southeast¹/₄ and Southwest¹/₄
of the Southwest¹/₄ of Section 16, in Township 5 North, Range 21 East, in
the City of Franklin, Milwaukee County, Wisconsin

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE, ESQ.

**RESOLUTION 091124 AMENDING LAKE POINTE ESTATES OF FRANKLIN
DECLARATION OF RESTRICTIONS AND COVENANTS
Amendment 6**

WHEREAS, The Board of Directors of the Lake Pointe Estates Home Owners Association, Inc. wishes to promote community involvement and the health and safety of residents.

WHEREAS, Golden Fields Development Corp previously recorded with Milwaukee County Register of Deeds a document known as Declaration of Deeds and Restrictions. Said document was recorded on September 1 1992, as Document No. 6655950, and Declaration of Restrictions and Covenants Amendment #1, recorded on April 25, 1996 as Document No. 7208972, Declaration of Restrictions and Covenants Amendment #2, recorded on July 22, 1996 as Document No. 7244919, and Declaration of Restrictions and Covenants Amendment # 3, recorded on December 30, 1996 as Document No. 7308134, and Declaration of Restrictions and Covenants #4, recorded on March 11, 1999 as Document No. 7706985 (together, the "Declaration").

WHEREAS, the Board of Directors and the Owners of the Lake Pointe Estates Homeowners Association, Inc., hereafter referred to as Association, hereby wish to amend the Declaration of Restrictions and Covenants, hereafter referred to as Declarations, to ensure to its members the benefits derived from Owner-occupied homes including increased quality of life and a stable market value and continuity of residency and to provide continuity into the future.

WHEREAS, the Declaration, Section 9 Amendment, allow amendments by written declaration, executed in such manner as may be recordable setting forth such annulment, waiver, change, modification or amendment, as executed. As outlined in subsection (ii.) By the owners of at least sixty-five percent (65%) of the lots.

AND WHEREAS, at least 65% of the lot owners signify their agreement and consent to modify the Declarations as follows by signature on the petition attached as Exhibit A to amend the Declarations as set forth below.

NOW THEREFORE, THE ASSOCIATION HEREBY RESOLVES AS FOLLOWS:

Section 3 (s) shall be created to read as follows:

s. Non- Owner Occupancy

i. Nothing in this Section shall apply to Lot 69 (8781 Travis Ct.) as long as the Lot is being used as an approved Community-Based Residential Facility serving 8 or fewer persons subject to and allowed by a Zoning Compliance Permit with the City of Franklin.

ii. No space in any residence may be rented, leased or occupied by transient tenants or be used as shared communal or transient housing on a daily, weekly or monthly basis to a single tenant for a period of less than 90 consecutive days. Rentals through similar services such as AirBnb and VRBO are expressly prohibited unless concurrently occupied by owner. Advertising a dwelling as being available for short term rental as described shall be a violation of this Section.

This prohibition is subject only to the following exceptions:

a. **Immediate Family.** The residence owner's immediate family members may occupy the dwelling. Immediate family members are hereby defined as a parent, child, spouse, sibling, grandparent or grandchild, by blood, adoption, marriage, or registered domestic partnership and shall include half and step relatives.

b. **Temporary Rental by Previous Owner Post-Sale.** In the event of a transfer of ownership of the dwelling, the new owner of the dwelling is permitted to rent the dwelling to the prior owner of the dwelling for a period not to exceed Six months following closing of the transfer of ownership of the dwelling

c. **Special Hardship Exemptions.** If the owner – for unexpected reasons - is not able to comply with the above provisions, a special and temporary exception may be made upon request of the Homeowners Association Board of Directors, if the specific circumstances would result in an unreasonable hardship upon the owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of residences.

In order for the owner to qualify for consideration under the special hardship section, the owner must be current on all Association dues and compliant with the rules and restrictions of the Declarations of Restrictions and Covenants.

iii. **In the event of non-owner occupancy,** rental or lease, permitted or otherwise, the owner must comply with all the following:

a. Each rental contract or lease must be in writing and shall be for a minimum of 90 consecutive days.

b. Each rental contract or lease shall contain a clause binding a tenant to the terms, covenants and conditions set forth in the Declaration, and Bylaws. The owner must provide a copy of the Declaration and Bylaws to the tenant

c. No submarket rental values.

d. The owner shall provide a copy, to the Board, of the rental contract or lease and a copy of the Declaration and Bylaws signed by the tenant acknowledging their receipt and acceptance of the governing documents.

e. The lease shall prohibit subleasing of the property.

f. For emergency purposes the owner shall provide the Lake Pointe Estates Homeowners Association with owner or property manager contact information.

Section 3 (t) shall be created to read as follows:

t. **Fines and Fees.** Violations of the rules specifically set forth in this amendment in regard to rental violations only shall receive a written notice of violation and order to correct violation within 30 days. If the owner's violation is not corrected, or a plan to correct has not been approved by the Board, within the 30-day period, the owner shall be fined \$ 100 for the first month \$ 200 per the second month and \$ 300 for the third month. Subsequent occurrences shall increase by \$50 per month that the violation continues. Unpaid fines shall be special assessments against the Lot and subject to collection and liens under Section 4(g) of this Declaration. The Association may take legal action to collect unpaid fines and enforce the rules established herein. The owner shall be responsible for the reasonable and actual attorney fees and other costs incurred by the Association in connection with the enforcing of this Section.

[Signature on Next Page]

IN WITNESS WHEREOF, the Association has executed this Sixth Amendment to the Declaration this 11th day of December, 2024.

LAKE POINTE ESTATES HOMEOWNERS ASSOCIATION, INC., a Wisconsin Non-Stock Corporation,

By: Cynthia Lorentzen President

STATE OF WISCONSIN)
COUNTY OF Milwaukee) ss.

This document was acknowledged before me by Cynthia Lorentzen, as President of the Lake Pointe Estates Homeowners Association, Inc. on this 11 day of December, 2024.

Katie Mosser
Notary Public, State of Wisconsin
My Commission: Expires 12/23/26

Lydia J. Chartre, Esq.
Kaman & Cusimano, LLC
9000 W. Chester Street, Suite 100
Milwaukee, WI 53214

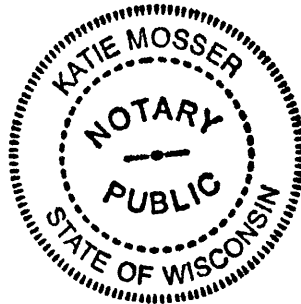


EXHIBIT B

Tax Key Numbers

Tax Key	Lot Number
839-0001-000	Lot 1
839-0002-000	Lot 2
839-0003-000	Lot 3
839-0004-000	Lot 4
839-0005-000	Lot 5
839-0006-000	Lot 6
839-0007-000	Lot 7
839-0008-000	Lot 8
839-0009-000	Lot 9
839-0010-000	Lot 10
839-0011-000	Lot 11
839-0012-000	Lot 12
839-0013-000	Lot 13
839-0014-000	Lot 14
839-0015-000	Lot 15
839-0016-000	Lot 16
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839-0019-000	Lot 19
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839-0038-000	Lot 38
839-0039-000	Lot 39
839-0040-000	Lot 40
839-0041-000	Lot 41
839-0042-000	Lot 42

Tax Key	Lot Number
839-0043-000	Lot 43
839-0044-000	Lot 44
839-0045-000	Lot 45
839-0046-000	Lot 46
839-0047-000	Lot 47
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839-0086-000	Lot 86
839-0087-000	Lot 87

Tax Key

839-0088-000
839-0089-000
839-0090-000
839-0091-000
839-0092-000
839-0093-000
839-0094-000

Lot Number

Lot 88
Lot 89
Lot 90
Lot 91
Outlot 1
Outlot 2
Outlot 3