

FOURTH AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS  
FOR  
NEPCO LAKE OWNER'S ASSOCIATION, INC.



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2017R02489

SUSAN E. GINTER  
WOOD COUNTY  
REGISTER OF DEEDS  
RECORDED ON

03/31/2017 10:39AM

REC FEE: 30.00

EXEMPT #: N/A

PAGES: 35

*RETURN TO:*

Pavloski Development LLC  
N9246 Highway 80 South  
Suite #4  
Necedah, WI. 54646

(Parcel Identification Number)

*3000P*

Document Number

Title of Document

**FOURTH AMENDED AND RESTATED DECLARATION OF RESTRICTIONS  
FOR  
NEPCO LAKE OWNER'S ASSOCIATION, INC.**

This Fourth Amended and Restated Declaration of Restrictions is made this 12<sup>th</sup> day of January, 2017, by Great Northern Timber Company, LLC; Great Northern Forestry, LLC; LLJP Land Holdings, LLC; LMPF Land Holdings, LLC; Nepco Lake Development, LLC; Septagon Investments, LLC and Mizuumi Protection, Ltd. (hereinafter collectively the "Developer").

WHEREAS, the Declaration of Restrictions for NEPCO Lake Owner's Association, Inc. dated August 15, 2012 was recorded by the Developer on August 23, 2012 with the Wood County Register of Deeds as Document No. 2012R09007, as amended by the Amended and Restated Declaration of Restrictions for NEPCO Lake Owner's Association, Inc. dated October 15, 2012 and recorded by the Developer on October 16, 2012 with the Wood County Register of Deeds as Document No. 2012R11083 and as amended by the Second Amended and Restated Declaration of Restrictions for NEPCO Lake Owner's Association, Inc. dated March 26, 2013 and recorded by the Developer on March 26, 2013 with the Wood County Register of Deeds as Document No. 2013R03108 and as amended by the Third Amended and Restated Declaration of Restrictions for NEPCO Lake Owner's Association, Inc. dated January 10, 2014 and recorded by the Developer on January 13, 2013 with the Wood County Register of Deeds as Document No. 2014R00300 ("Declaration"); and

WHEREAS, the Developer has the right to amend the Declaration, and desires to amend and restate the Declaration as provided for herein; and

WHEREAS, Developer is or was the owner of approximately 1200 acres of land in and around NEPCO Lake located in Wood County, Wisconsin, more particularly described on the attached Exhibit A ("Lands"); and

WHEREAS, the Declaration restricts the Lands described on Exhibit A, including without limitation, all Lots and Outlots within the Wood County Plat of SouthShore at NEPCO Lake; All Lots and Outlots within Wood County Certified Survey Map numbers 9488, 9523, 9528, 9588, 9848, 9857, 10064, 10093, 10112 and 10130; All Lots and Outlots within East Shore at NEPCO Lake subdivision; All Lots and Outlots within the First Addition, Second Addition, Third Addition, Fourth Addition and Fifth Addition to East Shore at NEPCO Lake subdivisions; All Lots within Lost Lake South at East Shore subdivision; All units within Point Cove Condominium, Clearwater Bay Condominium, Beach Bay Condominium, North Beach at NEPCO Lake Condominium, Sunset Point Condominium, and White Pine Point Condominium located in Wood County, Wisconsin; and

WHEREAS, it is in the best interest of each future owner of a residential lot or unit in and around NEPCO Lake that an association of lot owners be created, that an architectural control committee be established to enforce protective covenants and restrictions on the buildings and improvements constructed on lots and units, and to develop and perform lake management to include weed harvesting, treatment and aquatic plant management planning on NEPCO Lake for the benefit of the Lands, and for the benefit of each owner of any part thereof.

THEREFORE, the Developer hereby declares that the real property described on the attached Exhibit A shall be held, sold, conveyed, transferred, used and improved only subject to the conditions, restrictions, covenants, and reservations hereinafter set forth which shall inure to the benefit of the Developer, its successors and assigns, and to all parties hereafter having any interest in the property.

**NO BUILDING OR IMPROVEMENT TO A LOT SHALL BE CONSTRUCTED WITHOUT THE PRIOR WRITTEN CONSENT OF: (1) THE ARCHITECTURAL CONTROL COMMITTEE AS SET FORTH IN SECTION 3 OF THIS DECLARATION, AND (2) THE ARCHITECTURAL CONTROL COMMITTEE FOR THE APPLICABLE DEVELOPMENT.**

## **1. BINDING EFFECT AND DEFINITIONS**

This Declaration of Restrictions shall become effective immediately upon the recording hereof with respect to the property described on the attached Exhibit A.

The term "Lot" as used in this Declaration is hereby defined as each separate buildable parcel of real estate existing now or in the future which is created by any land division, including any individual Unit created under a condominium plat, done in accordance with all applicable laws and regulations, and in compliance with all restrictions set forth in this Declaration, of the lands subject to this Declaration. The term "Lot Owner" as used in this Declaration is defined as the owner of a Lot.

## **2. GENERAL PURPOSE**

The general purpose of these restrictions is to: (i) establish an architectural control committee to enforce protective covenants and restrictions to ensure that all developments of the Developer and its affiliates around NEPCO Lake shall become and remain an attractive residential community; (ii) preserve and maintain the natural beauty of the land developments within the residential community; (iii) insure the most appropriate development and improvement of each condominium Lot or subdivision Lot within the residential community; (iv) guard against the erection thereon of poorly designed or proportioned structures; (v) obtain harmonious improvements and use of material and color schemes; (vi) insure the highest and best residential development of the condominium Lots and subdivision Lots; (vii) encourage and secure the construction of attractive residential structures and landscaping thereon; and (viii) adopt budgets for revenues, expenditures, and reserves, and levy and collect assessments for expenses related to the maintenance of NEPCO Lake (including without limitation weed harvesting) and other common areas in and around NEPCO Lake; (ix) act as a clearing house and in a management capacity for the individual associations around NEPCO lake developed by the Developer and/or its Affiliates.

## **3. BUILDING COVENANTS AND RESTRICTIONS; ARCHITECTURAL CONTROL COMMITTEE.**

A. Architectural Control. No building or other improvement shall be erected, placed or altered on any Lot until construction plans and specifications shall have been approved in writing by the Architectural Control Committee ("ACC").

B. Architectural Control Committee. The ACC shall consist of the Developer or a person appointed by the Developer. At such time as Developer no longer has an interest in any real property included within the Lands, the ACC shall consist of three (3) persons designated by the Association, who shall serve at the Association's pleasure.

C. Procedure. A Lot Owner desiring to construct a building, home, swimming pool, gazebo, driveway, light post, landscaping, or other structure or improvement, or otherwise improve a Lot shall submit to the ACC, for its written approval, construction plans and specifications for all improvements, and a plot plan showing the location of all contemplated improvements. The items submitted shall include construction details for all buildings, structures, fences, walls and other improvements; proposed facades of any building, including the style, color and location of eaves and windows; description of materials to be

used in any building or improvement; a detailed plan showing the building footprint and driveway; the color scheme of all improvements; detailed landscaping plans and specifications, which shall show trees to be removed, existing trees, their species, size and location, and the size and location of proposed trees, shrubs, fences, berms, walls, patios, gardens, proposed trees, bedding plantings, erosion control measures impervious surfaces, and vegetative buffer zones, and all other landscape materials; and such other materials as the ACC may deem necessary.

All structures shall be designed by a registered architect, a professional engineer experienced in home design, or comparable qualified individual or firm. The Lot Owner will provide the ACC with a postage paid envelope in order to mail back approved architectural plans to Lot Owner. A submission will not be complete and the thirty (30) day approval time set forth below shall not commence until all documents required in this Section have been submitted. All such submissions shall be delivered to Developer at its principal place of business (or, if Developer ceases to be the ACC, such other address that the ACC may designate), together with any applicable fee required below. The ACC shall then consider such plans and specifications. At such time as the ACC has more than one member, action of the ACC shall be by majority vote of the ACC members present at such meeting. A tie vote on an issue shall be deemed equivalent to rejection. At such time as the ACC has more than one member, the ACC, with the unanimous written consent of its members, may take action without a meeting. The ACC may approve, disapprove or approve subject to stated conditions the preliminary and final development plans. If the ACC conditionally approves either the preliminary or final development plans, then the applicant shall be entitled to resubmit such plans. The ACC's decision shall be in writing. If the ACC fails to render its decision on the preliminary or final development plans within thirty (30) days of their submission, or upon any resubmitted preliminary or final development plans within fifteen (15) days of their resubmission, the development plans will be deemed to have been denied. If such plans are not rejected, then the owner of the Lot shall construct the improvements materially in accordance with the submitted documents. All material changes to such plans must be resubmitted to, and approved by, the ACC. Any changes to such plans that would lessen the quality or expense of the construction as previously approved shall be deemed to be material changes.

D. Standards. The ACC shall have the right to reject any plans and specifications or plot plans which, in the judgment and sole opinion of a majority of its members, or the representative of the ACC:

- (1) are not in conformity with any of the restrictions set forth in this Declaration or other restrictions applicable to the particular development; or
- (2) are not desirable for aesthetic reasons; or
- (3) are not in harmony with buildings located on the surrounding Lots; or
- (4) have exterior lighting, exterior signs, exterior television antennae, fencing or landscaping which are not desirable for aesthetic reasons or interfere with the use or enjoyment of neighboring properties; or
- (5) are not in conformity with the general purposes of this Declaration.

E. Occupancy. No structure shall be occupied unless it has been approved by the ACC pursuant to this section, constructed in accordance with the plans as approved by the ACC, and an occupancy permit has been issued therefore.

F. Fees. The ACC hereby establishes the following fee schedule in connection with its review of all preliminary or final development plans or of any resubmission of any such plans, including

the establishment of fines to be levied if construction has begun prior to ACC approval of the plans. The fee schedule may be adjusted at any time by the ACC.

“The Architectural Control Committee (Developer) shall be paid the following fees prior to reviewing any of the following plans:

1. Review of house plans = \$500
2. Review of landscaping plans = \$200
3. Review of driveway plans = \$100

The Owner's Association, on behalf of the Architectural Control Committee (Developer) shall have the right to assess fines against the Lot Owner if work has begun prior to the approval of plans associated with construction as follows:

1. No approval of house plans = \$2,500 fine
2. No approval of landscaping plans = \$500 fine
3. No approval of driveway plans = \$250 fine”

G. Approval of Contractors. For each building erected or placed on any Lot subject to this Declaration, the prime contractor or builder to be hired for construction of such building shall be approved in writing by the ACC prior to commencement of any construction. No builder, general contractor, or subcontractor shall commence construction of any structure or improvement without the prior written approval of the ACC. Developer or the ACC shall have the sole right to prohibit builders, general contractors and subcontractors including but not limited to electricians, plumbers, drywall companies, HVAC companies, insulation companies, landscapers and driveway construction companies from building structures or improvements on the Lots. There is an approved builder, contractor and subcontractor list. Each Lot owner shall have the obligation to determine if a builder, contractor or subcontractor is on the ACC's approved list prior to entering into any contract for the construction of improvements. Such approval may be withheld for reasons such as the proposed contractor's or builder's financial status or building reputation.

H. Liability of ACC. The ACC and its individual members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of:

- (1) The approval or disapproval of any plans and specifications, whether or not defective;
- (2) The construction or performance of any work, whether or not pursuant to approved plans and specifications; or
- (3) The development of any property within the Lands.

I. Building Elevations. All elevations of the building shall be designed in a consistent and coherent architectural manner. Changes in material, color and/or texture shall occur at points relating to the massing, fenestration and overall design concept of the building. The ACC shall be entitled to reject any plans which would result in fenestration or length of building walls that would be incompatible with neighboring structures that would not harmonize with the natural surroundings or that would violate any of the standards set forth herein.

J. Building Location; Type of Materials, Size of Structures.

(1) All buildings where possible should be located relative to the location of buildings on adjoining Lots. The ACC may consider the proposed location of any structures and their effect on sight lines to minimize the structure's obstruction of views from neighboring Lots. Each Lot Owner shall comply fully with any residential structure building envelopes and setbacks which may be depicted on the plat applicable to a particular development.

(2) The exterior of all structures must be brick, stone, cedar, log, LP smart siding, cement board siding, James Hardie HardiePlank, or similar siding per ACC approval. Window trim must be 4-8" in width. Finishes shall be of colors that are in harmony with the colors of the natural surroundings, such as those commonly referred to as "earth tones" unless approved by the ACC. Each Lot Owner shall consult the underlying declaration, protective covenants and restrictions applicable to their Lot for minimum and maximum dwelling sizes, garage sizes, and living space. Living space is determined by the outside dimensions (exclusive of garages, porches, patios, breezeways, sun rooms and similar additions) of the exterior walls of above grade finished living space. In no event shall floor space which is partially or completely below finished yard grade be counted for purposes of determining minimum square footage of living space. The minimum square footage shall be determined as of the time of initial construction, and shall not consider or include unfinished areas or future additions. Each Lot Owner shall consult the underlying declaration, protective covenants and restrictions applicable to their Lot for the maximum number of bedrooms permitted in a dwelling and the configuration requirements of an attached or if permitted detached, two (2) or three (3) stall garage. The main portion of the roof shall have a minimum pitch of 6/12. A lesser pitch over other areas, such as porches, breezeways and bays, may be permitted at the sole discretion of the ACC. The roofing of all dwellings shall consist of fully dimensional asphalt shingles, with minimum 300 lb., dimensional shingles or wood, slate, or tile. Conventional asphalt shingles shall not be permitted. The ACC, in its sole discretion, may permit or prohibit the use of other types of roofing materials (such as fiberglass shingles) having substantially the same appearance as the permitted materials, as it may deem appropriate, to preserve the architectural integrity and quality of appearance of dwellings. Further, the ACC may, in its sole discretion, permit the use of such other forms of high quality and aesthetically pleasing roof materials as may be available now or in the future, including but not limited to masonry and/or copper. All patios, sidewalks, etc. must be approved by the ACC.

(3) No exposed poured concrete or concrete block over twelve (12) inches above grade shall be permitted on any house. Where block or concrete would otherwise be exposed, it must be covered by house siding, or by brick or stone. In cases where the home has a walkout basement the ACC may require stone or brick on the walkout level depending on the siding being used. There are to be no exterior walls without windows and/or doors. If architectural insets are used they must be wrapped and shuttered the same as windows on the rest of the house. The ACC retains the right to require additional architectural detail. No white houses, white windows, white door trim, white fascia/soffit, or white structures whatsoever will be allowed. All fireplace chimneys shall be brick, stone, cultured stone or masonry faced with stucco regardless if the fireplace is on an exterior or interior wall. In-ground swimming pools shall be permitted, subject to the approval of the ACC, and local zoning ordinances and specifications. Above ground swimming pools are prohibited. Hot tubs and spas are permitted per approval by the ACC. If placed on a concrete slab, the slab requires approval. If covered with a gazebo type structure, the gazebo requires approval, whether or not the gazebo is permanently affixed to the ground.

K. Utilities. All utilities serving any building or site shall be underground. No building or other improvement, or trees shall be erected, placed or planted within any utility easement.

L. Fencing. Fences shall not be allowed without the prior written consent of the ACC.

M. Garages; Outbuildings. All garages shall have space for no fewer than two cars. Each Lot Owner shall consult the underlying declaration, protective covenants and restrictions applicable to their Lot for the configuration requirements of an attached or if permitted detached, two (2) or three (3) stall garage. No trailer, tent, tree house, shack, detached garage, barn, outdoor toilet, outdoor wood burning furnace, or any part thereof, shall be erected or permitted to remain on any Lot, temporarily or permanently, except for construction trailers during the period of construction. Boat Houses may be permitted or denied at the sole discretion of the ACC.

N. Landscaping. The following guidelines shall be followed for each Lot:

(1) Landscape plans shall be developed to enhance the ambience of each Lot. The overall plan should pay particular attention to street side foundation plantings and should adapt to the surrounding topography of the Lot.

(2) All plantings to be placed upon the Lot shall be planted within 120 days of occupancy of the dwelling or upon completion of construction, whichever occurs first, except that sodding, seeding, and planting new vegetation shall not be required during any period in which winter weather conditions restrict the ability to complete the planting.

(3) No planting shall be permitted within an easement of record which may damage or interfere with the installation and maintenance of utilities or which may alter the direction or impede the flow of surface water in drainage channels within the development or within an easement. No grading or earth moving activities shall be permitted in the common areas other than by the Developer or the Association.

(4) No Lot Owner shall grade or obstruct any swale or drainage way whether in an easement or not which is in existence at the time of construction so as to impede the flow of surface water from other Lots through such swale or drainage way. The elevation of a Lot shall not be changed so as to materially affect the surface elevation, grade, or drainage pattern of the surrounding Lots. Any modification to drainage patterns shall be approved by the ACC and the local municipality having jurisdiction.

(5) Each Lot shall, within one growing season of the issuance of a certificate of occupancy for the dwelling located thereon, be improved with all landscaping that was set forth in the landscaping plan approved by the ACC.

(6) The plans and specifications submitted to the ACC, and thereafter all improvements to be constructed on a Lot, shall comply fully with the regulations, ordinances and municipal codes of the appropriate jurisdiction in which the lot is located. Prior to any construction each Lot Owner shall contact the regulatory agencies to determine what permits may be required for any building, earth moving or grading activities, erosion and stormwater runoff control measures, and vegetative buffer zone plans.

(7) No boat launch can be built on any Lot. No Lot Owner may allow third parties or the public to use a Lot for access to the lake.

O. Construction Deadline. Each residential structure erected shall have its entire external construction completed within twelve (12) months from the date of issuance of the building permit except for delays in completion due to strike, war, or act of God. During the time of construction the Lot Owner shall be responsible to see that his or her contractor maintains a constant cleanup of all scraps, paper or other waste materials, and all dirt and mud tracked onto public or private streets, and that all access to the site is through the approved driveway, and by no other means or way. Construction dumpsters must be covered. The Lot Owner shall further be responsible for the repair of any and all damage to the public or private right-of-way adjacent to the Lot, including but not limited to any pavement, sidewalk, curb, gutter, ditch, swale and/or culvert, and to any drainage ditches, swales and/or other drainage facilities on or adjacent to the Lot. During any earth moving activities, proper erosion control practices shall be installed to prevent sediment entering storm water drainage ways or leaving the immediate construction site.

P. Driveways; Driveway Restrictions. The owner of each Lot shall, within six (6) months of the date of issuance of an occupancy permit for the construction of a residence on a Lot, install a driveway. Said driveway shall extend from the vehicle entry to the garage to an intersection with the public or private road. The driveway shall have a minimum three (3) foot side yard setback, unless otherwise approved in writing by the ACC (in its sole discretion).

Q. Variances. The ACC is authorized to grant variances from any provision of this Declaration where such variances will assist in carrying out the intent and spirit of this Declaration and where strict application of the provision would result in a particular hardship to the person seeking the variance.

R. Inspections. The ACC and its designated representatives shall have the right to inspect the construction of any improvements to any Lot, without notice and during regular business hours, to ensure that all construction is performed in accordance with the plans and specifications previously approved by the ACC.

S. Single-Family Residences. Unless permitted in the underlying declaration, protective covenants, or restrictions applicable to a development, each Lot shall be used as a single family residence (each of which may be referred to herein as a "dwelling"), except that Developer may use one or more Lots or dwellings as a sales office and/or model for purposes of marketing Lots and dwellings in each development. A dwelling shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage or adoption) plus no more than one unrelated person. No structures shall be erected, altered, placed or permitted to remain on any Lot or part thereof other than those permitted by the ACC. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any dwelling. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit a Lot Owner from:

- (1) maintaining his or her personal professional library in his or her dwelling;
- (2) keeping his or her personal business or professional records or accounts in his or her dwelling;
- (3) handling his or her personal or business records or accounts in his or her dwelling; or



- (4) handling his or her personal business or professional telephone calls or correspondence from his or her dwelling.

Nothing in this Section shall authorize the maintaining of an office (other than sales offices for Developer as described above) at which customers or clients customarily call and the same is prohibited.

T. Signs. No sign or information tube of any kind advertising a Lot or home for sale shall be allowed or be displayed to the public view on any Lot except for the following:

- (1) Such signs as may be used by the Developer in Developer's discretion in conjunction with Lot or home sales in the Lands or other developments of the Developer or its Affiliates to be placed on Lots or Outlots.

- (2) One or more subdivision entrance signs surrounded with landscaping may be erected by the Developer and/or by the Owner's Association.

In the event the Association or Developer provides notice to a Lot Owner that they have a prohibited tube style sign or other sign advertising a lot/home for sale on their property, the Lot Owner shall have 10 days to remove the info tube or sign. If the violation is not corrected within the 10 day period, the Association or Developer shall have the right to remove the info tube or sign and specially assess the Lot owner for all costs and expenses related to the removal.

U. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste. All garbage, clippings, rocks or earth must be in covered containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall comply with all local, state, and/or other regulations.

V. Storage. Outdoor storage of vehicles, boats, or any other personal property shall not be permitted. The parking of service vehicles owned or operated by the Lot Owners and their families is prohibited unless they are kept in garages. Parking shall be allowed upon the private streets in the developments for periods not to exceed 24 hours. The storage of automobiles, boats, travel trailers, mobile homes, campers, snowmobiles, motorcycles or any other recreational vehicles is prohibited unless kept inside the garage. This shall not prohibit the temporary parking of such vehicles for the purpose of loading and unloading. Subject to any applicable laws, no exterior antennas, windmills or satellite dishes shall be erected on any structure or Lot without the prior written approval of the ACC. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked, placed in a rear yard or a side yard not adjacent to a street, and screened from street view by plantings or a fence approved by the ACC. Nothing set forth in this Section shall prohibit temporary storage of moving vehicles for the purpose of loading or unloading for a period of more than eight (8) hours. No cars or other equipment may be parked on any yard at any time.

W. Nuisance Prohibited. No noxious or offensive trade or activity shall be carried on which may be or will become a nuisance to the neighborhood. All areas of the Lot not used as a building site or lawn or under cultivation (such as a vegetable garden) shall be so cultivated or tended as to be kept free from noxious weeds. The Owner of each Lot shall be responsible for maintaining the Lot in a neat appearance.

X. Antennae. No exterior antennae, other than two dish type antenna not exceeding thirty (30) inches in diameter, shall be allowed within any Lot. With respect to dish antennas not exceeding

thirty (30) inches in diameter, they shall not be attached to the front of any house, nor shall same be located in the front yard of the residence.

Y. Restrictive Covenants in favor of Domtar Wisconsin Dam Corp. Each Lot Owner hereby acknowledges receipt of the following: (i) a recorded copy of the Waiver of Claims Agreement dated March 29, 2011 and recorded with the Wood County Register of Deeds Office on April 6, 2011, as Document No. 2011R03193 (“Waiver of Claims”); and (ii) a recorded copy of the Declaration and Agreement of Restrictive Covenants dated March 29, 2011, and recorded with the Wood County Register of Deeds Office on April 6, 2011 as Document No. 2011R03194 (“Restrictive Covenants”); and (iii) a recorded copy of the First Amendment to Declaration and Agreement of Restrictive Covenants dated April 11, 2012, and recorded with the Wood County Register of Deeds Office on April 20, 2012 as Document No. 2012R04008 and a recorded copy of the Declaration and Agreement of Restrictive Covenants dated April 11, 2012, and recorded with the Wood County Register of Deeds Office on April 20, 2012 as Document No. 2012R04009 (“Amended Restrictive Covenants”). Developer hereby discloses that each Lot is subject to the terms of the Restrictive Covenants, Amended Restrictive Covenants and Waiver of Claims, which are perpetual in nature and run with the Lands, each Lot, and the common elements of any development.

The Restrictive Covenants provide in part that each Lot Owner, and their successors and assigns, are prohibited from the following:

- (i) No person shall be permitted to install, on any portion of the Lands, a septic system (other than an enclosed sanitary sewage collection tank which is pumped out on a regular basis – and at least once per year); and
- (ii) No person shall spray, discharge, or dump chemicals of any kind into Nepco Lake or nearby drainage areas, nor shall any person draw water from Nepco Lake for any reason whatsoever including, but not limited to, irrigation or residential use.
- (iii) The acquisition of the Lot or any portion thereof by any person shall be deemed the irrevocable ratification, agreement, and consent to the terms of the foregoing restrictions by such person and shall be binding upon such person.

The Amended Restrictive Covenants additionally provide in part that each Lot Owner of the Lands contained therein, and their successors and assigns, are prohibited from the following:

- (i) No person shall be permitted to install, on any portion of the Lands contained therein, a septic system (other than an enclosed sanitary sewage collection tank which is pumped out on a regular basis – and at least once per year) within a strip of land 200 feet in width lying adjacent to and parallel with the ordinary high water mark of Nepco Lake and Bloody Run Creek; and

The Waiver of Claims provides in part that each owner of a Lot, and their successors and assigns, have waived any claims that a Lot Owner or the Association may have against Domtar Wisconsin Dam Corp., and its successors and assigns (“Domtar”) relating to Domtar’s use of Nepco Lake. Each Lot Owner further agrees and acknowledges on behalf of itself/himself/herself, its successors and assigns that:

- (i) Domtar (and its successors or assigns, as applicable) has the discretionary right to draw down and vary the Nepco Lake water levels, including, without

limitation, the right from time to time to withdraw, use, consume and return the water from or to Nepco Lake or the tributaries thereof;

- (ii) Domtar (and its successors or assigns, as applicable) has the discretionary right to undertake activities affecting Nepco Lake and the tributaries thereof that are related to the operations of Domtar (or its successors or assigns, as applicable) at its paper mills in the vicinity of Nepco Lake (or such other operations as may be conducted by Domtar on its property located in the vicinity of Nepco Lake), such as dredging, maintenance, beaver trapping, management of settling ponds, repair and replacement of intake pipes and related activities (collectively, the "Operational Activities");
- (iii) Each Lot Owner, and the future purchasers, tenants, occupants and users of the Lot or common elements, or any portion thereof, shall not interfere in any way with the withdrawal, use, consumption or return of water from or to Nepco Lake or the tributaries thereof or the Operational Activities by Domtar (or its successors or assigns, as applicable), and shall not challenge or interfere with any permits or approvals of Domtar (or its successors or assigns, as applicable) related to the Operational Activities or the withdrawal, use, consumption or return of water from or to Nepco Lake or the tributaries thereof;
- (iv) Each Lot Owner and all future purchasers, tenants, occupants and users of the Lot or common elements, or any portion thereof, hereby waive any and all claims and causes of action, known or unknown, existing or not yet existing, against Domtar, its successors and assigns in any way related to (i) the water levels of Nepco Lake (including low lake levels and flooding) or the tributaries thereof, (ii) the use of Nepco Lake or the tributaries thereof for recreational activities, (iii) the condition or use of the settling ponds, dams, levees, boat landing and other improvements and features of Nepco Lake, the tributaries thereof and the adjacent lands owned by Domtar (or its successors or assigns, as applicable), and/or (iv) any of the Operational Activities of Domtar or its successors or assigns affecting Nepco Lake or the tributaries thereof. The foregoing waiver shall include, but not be limited to, claims of public nuisance and trespass; and
- (v) The acquisition of a Lot or any portion thereof by any person shall be deemed the irrevocable ratification, agreement, and consent to the terms of the foregoing waivers and agreement by such person and shall be binding upon such person, their successors, and assigns.
- (vi) Subject to the terms and conditions of the Waiver, each Lot Owner, and its successors and assigns, and the general public, shall have the right to the use and enjoyment of Nepco Lake for recreational purposes.
- (vii) Each Lot Owner further acknowledges that the Waiver of Claims may be pleaded by Domtar (or its successors or assigns) as a complete defense to any action or proceeding that may be brought or instituted against Domtar concerning the subject matter hereof.

- (viii) The restrictions contained in the Waiver of Claims shall be perpetual and shall run with the Lands.
- (ix) Additionally, and in no way in limitation of the foregoing, each Lot Owner acknowledges and expressly agrees that Domtar, its successors or assigns shall have the right, at the sole cost of the fee simple titleholder of a Lot, to enter upon the Lot and common elements and use reasonable force to cure any violation of the Waiver of Claims, Restrictive Covenants and Amended Restrictive Covenants.

Each Lot Owner and the Association hereby agree to hold Developer harmless, and indemnify Developer for any claims related to a Lot Owner's or the Association's violation of the terms and conditions of the Waiver of Claims, Restrictive Covenants and Amended Restrictive Covenants, except to the extent caused by the negligence or intentional acts of the Developer.

Z. Wetlands. In order to preserve and protect any wetlands located within the developments to the greatest extent possible, no construction, land disturbing, grading, or filling activities may occur within the wetland boundaries. During all construction and land disturbing activities, the Owners of said Lots shall comply with all appropriate regulations promulgated by the County of Wood, the Village of Port Edwards, the local municipality having jurisdiction, the United States Army Corps of Engineers, the Wisconsin Department of Natural Resources and any other administrative agency or governmental body having jurisdiction over the Lands and the wetlands. Each Lot Owner is advised to consult NR 151 of the Wisconsin Administrative Code for wetland restrictions.

AA. Water Retention Areas. Individual Lots may contain water retention areas for the benefit of the entire development or a portion thereof. The water retention areas have been created to assist in the flow and detention of surface and storm water in the development. The water retention areas are not intended to be used for swimming or recreational facilities, and any use of the water retention areas for such use is strictly prohibited. Any person entering into or using the water retention areas either intentionally or accidentally do so at their own risk. By purchase of a Lot, each Lot Owner and its respective successors, assigns, heirs, personal representatives, and invitees hereby waive, to the fullest extent permitted by law, any and all claims for liability against the Developer, the Association, and any Lot Owners whose Lot contains a water retention area, and their respective agents, contractors, employees, officers, directors and shareholders, for injury or damage to person or property sustained in or about or resulting from the use or existence of the water retention areas.

#### **4. OWNER'S ASSOCIATION**

The NEPCO Lake Owner's Association, Inc. ("Association") has been created by the Developer for the purpose of managing the affairs of the Association. Said Association has been established as follows:

A. The Association has been established as a non-profit corporation. Each Lot Owner shall be a member of the Association, and, except during the period of Developer control of the Association, each Lot shall be entitled to one (1) vote at meetings of the Association. Membership shall pass with title to each Lot.

B. The Association shall be governed by a Board of Directors consisting of not less than three (3) directors, who shall act by majority vote. So long as any vacant Lot within the Lands is owned by Developer, Developer shall be entitled to appoint a

sufficient number of the directors such that the directors appointed by Developer constitute a majority.

C. Each Lot shall be subject to assessment by the Association for an equal share of the Association's existing or anticipated expenses, which assessments shall constitute a lien on the Lot, and the personal obligation of the Lot Owners, until paid.

D. "General Assessments" may be made and levied by the Association equally against each Lot Owner and his, her or their Lot for the following "common expenses" which may be anticipated, incurred or paid by the Association for:

The fees, costs and expenses associated with the Architectural Control Committee to review and consider building and improvement plans for each Lot;

The fines assessed by the Architectural Control Committee for work that has begun prior to the approval of plans associated with construction on a Lot;

Weed harvesting and any other activities determined by the Association necessary to reduce and manage the weed levels in NEPCO Lake;

Maintenance, repairs, replacements, upkeep or operation of the weed harvesting machines and equipment;

Wages, salaries, and benefits for any employees of the Association;

Any insurance maintained by the Association;

Taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or upon any property of the Association;

All costs and expenses for the operation and administration of the Association, including legal, accounting, management fees, bonding, insurance and other costs incident to the exercise of any of its powers or obligations;

All damages, costs, expenses and attorney's fees incurred in, or in anticipation of, any suit or proceedings (whether administrative, legislative, or judicial);

All other costs and expenses necessary to carry out the purposes of this Declaration.

The general assessments for all common expenses shall be levied equally against each Lot.

Each Lot Owner shall promptly pay, when due, all general assessments levied by the Association against such owner and his, her or their Lot, together with all costs, expenses and reasonable attorney fees incurred by the Association in collection of any delinquent assessment(s). All assessments shall become due as the Association may determine appropriate (in a lump sum or in installments with or without interest.) Time is of the essence with respect to all payments.

All co-owners of a Lot shall be jointly and severally liable for all general and special assessments levied against the Lot, regardless of the type of tenancy, estate or interest in the Lot (whether as joint tenants, tenants-in-common, land contract purchaser(s) or seller(s), or otherwise.)

All general assessments which are not paid when due: shall bear interest at eighteen percent (18%) per annum until the assessment is paid in full; shall constitute a lien on the Lot; and shall be collectible and enforceable by the Association by suit against the Lot Owner, by foreclosure of the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin.

The lien granted hereunder shall also cover and include all interest accruing on the delinquent assessments, plus costs, expenses and attorney's fees for collection.

The Association shall have the exclusive right and power to collect or enforce collection of all general assessments levied by the Association. They shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising there from. The Association may bring an action at law against any Lot Owner personally to collect such assessments and/or to foreclose the lien for such assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage.) The Association shall have the right at any time to notify all Lot Owners of the delinquency of any Lot Owners.

E. The Articles and By-Laws of the Association shall contain such additional provisions as Developer may deem appropriate at the time of establishment of the Association.

F. It is expected and intended that the Developer and/or its affiliates will create additional residential Lots within the Lands, each Lot so created shall have equal membership and voting rights in the Association, and be subject to assessments for an equal share of the Association's existing and anticipated expenses, with all other Lots in the Association.

## **5. DEVELOPER'S RIGHTS**

Developer has acquired or may acquire in the future other lands in the vicinity of NEPCO Lake. Developer shall have the express right, but not the obligation, to develop all or part of the lands owned by Developer and/or its affiliates, and subject those lands to the terms and conditions set forth in this Declaration. To accomplish that purpose, Developer shall have the express right, without the necessity of obtaining the approval of the Owner's Association or any Lot Owner, to do any or all of the following:

- a. Grant easements for the use, and establish requirements for the maintenance of, NEPCO Lake and/or other common areas such that the Owners of Lots in all of the developments have the full right of access to and use of NEPCO Lake and/or other common areas, and the Owners of all Lots share equally in the maintenance expenses.
- b. Amend this Declaration of Restrictions without the consent of any Lot Owner so as to subject any or all of said additional lands to this Declaration of Restrictions. In doing so, Developer shall have the right, when required or requested by any governmental body, to

establish certain provisions which may be applicable to one or more, but less than all, of the developments.

c. Amend the Articles of Incorporation and/or By-laws of the Owner's Association so that the Owner's Association functions as the association that governs weed harvesting and other maintenance activities on NEPCO Lake for all of the developments.

d. Act as a clearing house and in a management capacity for the individual associations around NEPCO lake under the control of the Developer and/or its Affiliates for the collection of dues and any day to day business needs thereof. Any management fees collected shall be applied to the expenses of this Association.

## **6. DEVELOPER CONTROL OF THE ASSOCIATION; AMENDMENTS**

Developer shall have the right to appoint and remove directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Architectural Control Committee, the Board, or its officers, by the Articles of Incorporation, Bylaws, this Declaration, or the Wisconsin Non-Stock Corporation Law (as amended from time to time), until the earliest of: (1) Thirty (30) days after the conveyance by Developer to purchasers of all of the Lots or parcels of land within the Lands, including all Lots and parcels of land added to this Declaration as set forth in Section 5 above; or (2) Developer's election to waive its right to control the Association. Until such time as the Developer relinquishes control of the Association as described above, Lots or parcels of land owned by Developer or its affiliates shall be exempt from assessments for common expenses until a Lot is sold, as long as the assessment for common expenses for Lots not owned by the Developer or its affiliates do not exceed the amount of projected assessments contained in the last adopted budget. Until the last day of the month during which the Developer turns over control of the Association to the Lot Owners, the Developer shall be responsible for and pay common expenses in excess of the assessments payable by Lot Owners under this formula. After the Developer turns over control of the Association to the Lot Owners, the Developer shall pay its share of Association assessments in the same manner as other Lot Owners but only as to those Lots which have been platted and have been subjected to this Declaration. The Developer's liability for Association assessments as provided above shall be effective on the first day of the month after the month during which the Developer turns over control of the Association to the Lot Owners.

This Declaration may be annulled, waived, changed, modified or amended at any time by written declaration setting forth said change, executed by the Developer acting alone, as long as Developer owns any Lot or parcel of land in the Lands, as such Lands are expanded by amendment hereto. After Developer and/or its affiliates have sold or conveyed all Lots and parcels of land in the Lands, this Declaration may be annulled, waived, changed, modified or amended at any time by written declaration setting forth said change, executed by the owners of at least eighty percent (80%) of the Lots in the Lands. Further, no amendment shall become effective unless and until same is duly recorded in the office of the Register of Deeds for Wood County, Wisconsin. In the event there is more than one (1) owner of any Lot in the Lands, the execution of any amendment by any one (1) or more of said owners of such Lot shall be deemed sufficient for the purpose of approving and executing any amendment, without the requirement that the other owner(s) of such Lot join in the execution of such amendment, unless such other owner or owners of said Lot have recorded in the Office of the Register of Deeds for Wood County, Wisconsin, prior to the date of execution of such amendment by any other owner of such Lot, a notice setting forth the fact that approval of any amendment on behalf of such Lot shall not be effective without the approval of the owner filing such notice. In no event shall this section be construed so as to require

the Developer to obtain the approval of any Lot Owner to make any amendment to this Declaration which is expressly permitted by any provision of this Declaration to be made by Developer alone.

## **7. ASSIGNMENT**

All Developer's rights pursuant to this Declaration may be assigned by Developer to one or more successor developers.

## **8. EXCLUSIVE CLOSING AGENT FOR LOT TRANSERS**

Each Lot Owner hereby agrees that for any conveyance of a Lot or portion thereof within the Lands, and any additions thereto, the Lot Owner shall hire Boles-Wallner Abstract & Title, Inc. of Wisconsin Rapids, Wisconsin as closing agent for such conveyance.

## **9. ENFORCEMENT**

The restrictions and covenants herein contained may be enforced by the Developer, by the Association created pursuant to the provisions of this Declaration of Restrictions, and/or by any Lot Owner in the in the Lands subject to this Declaration, by proceedings at law or in equity against any person or persons violating or attempting to violate same. The proceedings may seek to recover damages and/or demand compliance. Nothing herein contained shall be construed so as to require that the Developer or the Association undertake any enforcement action.

## **10. TERM**

These restrictions shall run with the land and shall be binding upon all parties and persons having any interest in the Lands affected hereby for an initial period of forty (40) years from the date this Declaration of Restrictions is recorded, and thereafter shall continue for the full duration of the statutory limitation period for actions to enforce easements or covenants restricting the use of real estate (currently codified at Section 893.33(6), Stats., but including any future amendments, modifications or re-numbering of that section).

## **11. SEVERABILITY**

Invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

**IN WITNESS WHEREOF, Great Northern Timber Company, LLC; Great Northern Forestry, LLC; LLJP Land Holdings, LLC; LMPF Land Holdings, LLC; Nepco Lake Development, LLC; Septagon Investments, LLC and Mizuumi Protection, Ltd:** do hereby cause this instrument to be executed in its name on the day and year first written above.

(Signatures appear on the next page following)

Drafted by: Michael D. Orgeman – State Bar No. 01018072  
Lichtsinn & Haensel, s.c.  
111 East Wisconsin Avenue, Suite 1800  
Milwaukee, Wisconsin 53202  
(414) 276-3400





**Great Northern Timber Company, LLC**

By:   
Brad Pavloski, Member

**ACKNOWLEDGMENT**  
STATE OF WISCONSIN)  
) ss  
COUNTY OF JUNEAU )

On this 12<sup>th</sup> day of January, 2017, before me appeared Brad Pavloski, Member of Great Northern Timber Company, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.



   
Christopher J. Renner  
Notary Public, State of Wisconsin  
My commission expires: January 23, 2018

**Great Northern Forestry, LLC**

By:   
Brad Pavloski, Member

**ACKNOWLEDGMENT**  
STATE OF WISCONSIN)  
) ss  
COUNTY OF JUNEAU )

On this 12<sup>th</sup> day of January, 2017, before me appeared Brad Pavloski, Member of Great Northern Forestry, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.

   
Christopher J. Renner  
Notary Public, State of Wisconsin  
My commission expires: January 23, 2018

**LLJP LAND HOLDINGS, LLC**

By: \_\_\_\_\_  
Brad Pavloski, Member

**ACKNOWLEDGMENT**  
STATE OF WISCONSIN)  
                                                                ) ss  
COUNTY OF JUNEAU )

On this 12<sup>th</sup> day of January, 2017, before me appeared Brad Pavloski, Member of LLJP Land Holdings, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.



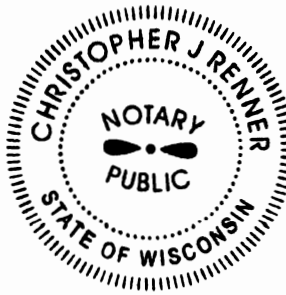
\_\_\_\_\_  
Christopher J. Renner  
Notary Public, State of Wisconsin  
My commission expires: January 23, 2018

**LMPF LAND HOLDINGS, LLC**

By: \_\_\_\_\_  
Brad Pavloski, Member

**ACKNOWLEDGMENT**  
STATE OF WISCONSIN)  
                                                                ) ss  
COUNTY OF JUNEAU )

On this 12<sup>th</sup> day of January, 2017, before me appeared Brad Pavloski, Member of LMPF Land Holdings, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.



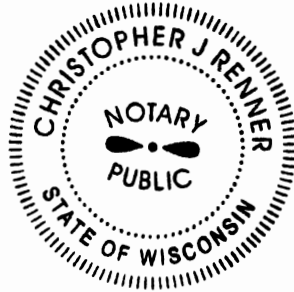
\_\_\_\_\_  
Christopher J. Renner  
Notary Public, State of Wisconsin  
My commission expires: January 23, 2018


**NEPCO LAKE DEVELOPMENT, LLC**

By:  \_\_\_\_\_  
Brad Pavloski, Member

**ACKNOWLEDGMENT**  
STATE OF WISCONSIN)  
                                                          ) ss  
COUNTY OF JUNEAU )

On this 12<sup>th</sup> day of January, 2017, before me appeared Brad Pavloski, Member of Nepco Lake Development, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.



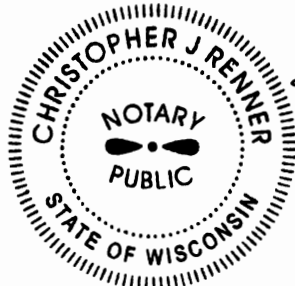
  
\_\_\_\_\_  
Christopher J. Renner  
Notary Public, State of Wisconsin  
My commission expires: January 23, 2018

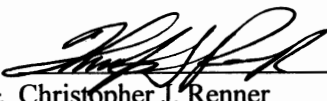
**SEPTAGON INVESTMENTS, LLC**

By:  \_\_\_\_\_  
Brad Pavloski, Member


**ACKNOWLEDGMENT**  
STATE OF WISCONSIN)  
                                                          ) ss  
COUNTY OF JUNEAU )

On this 12<sup>th</sup> day of January, 2017, before me appeared Brad Pavloski, Member of Septagon Investments, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.



  
\_\_\_\_\_  
Christopher J. Renner  
Notary Public, State of Wisconsin  
My commission expires: January 23, 2018

**Mizuumi Protection, Ltd.**

By:  \_\_\_\_\_  
Brad Pavloski, Member

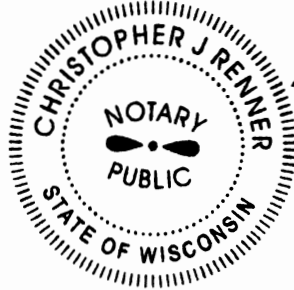
**ACKNOWLEDGMENT**

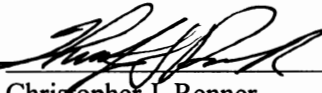
STATE OF WISCONSIN)

) ss

COUNTY OF JUNEAU )

On this 12<sup>th</sup> day of January, 2017, before me appeared Brad Pavloski, Member of Mizuumi Protection, Ltd., to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.



 \_\_\_\_\_  
Christopher J. Renner  
Notary Public, State of Wisconsin  
My commission expires: January 23, 2018

**EXHIBIT A**  
Legal Description  
"Lands"

The Southeast Quarter of the Northeast Quarter of Fractional Section 25, Township 22 North, Range 5 East, Village of Port Edwards, Wood County, Wisconsin.

**EXCEPT** Lot 1 of Wood County Certified Survey Map No. 7731 as recorded in Volume 26 of Survey Maps on Page 231 as Document Number 2003R02674.

**AND**

The Northeast Quarter of the Southeast Quarter of Fractional Section 25, Township 22 North, Range 5 East, Village of Port Edwards, Wood County, Wisconsin.

**AND**

The East 1,400 feet of Government Lot 6 of Fractional Section 25, Township 22 North, Range 5 East, Village of Port Edwards, Wood County, Wisconsin.

**AND**

The East 600 feet of Government Lot 5 of Fractional Section 25, Township 22 North, Range 5 East, Village of Port Edwards, Wood County, Wisconsin.

**AND**

The Southeast Quarter of the Southeast Quarter of Fractional Section 25, Township 22 North, Range 5 East, Village of Port Edwards, Wood County, Wisconsin.

**AND**

The East 1,500 feet of Government Lot 8 of Fractional Section 36, Township 22 North, Range 5 East, Village of Port Edwards, Wood County, Wisconsin.

**AND**

The East 700 feet of Government Lot 7 of Fractional Section 36, Township 22 North, Range 5 East, Village of Port Edwards, Wood County, Wisconsin.

**AND**

The Northeast Quarter of the Northeast Quarter of Section 31, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin.

**EXCEPT** Lot One of Wood County Certified Survey Map No. 5952 as recorded in Volume 20 of Survey Maps on Page 252 as Document Number 791446.

**ALSO EXCEPT** lands contained within the following described tract located in the Northeast Quarter of the Northeast Quarter of Section 31, T.22 N., R.6 E., Village of Port Edwards, Wood County, Wisconsin, to wit:

Commencing at a found Harrison monument at the North Quarter corner of said Section 31, said point also being the point of beginning; thence North 88°49'55" East on the North line of the Northeast Quarter of Section 31, 2640.03 feet to a found Mag Nail at the Northeast corner of Section 31; thence South 04°17'34" East on the East line of the Northeast Quarter of Section 31, 33.05 feet to a point (16) on the existing southerly right-of-way of C.T.H. Z based on Lot One of CSM #5952; thence South 88°49'55" West on the Southerly right-of-way of C.T.H. Z, 2303.72 feet to a point (24); thence South 87°09'24" West on the Southerly right-of-way of C.T.H. Z, a distance of 218.69 feet to a point (25) of curvature; thence 32.87 feet on the Southerly right-of-way of C.T.H. Z and on the arc of a curve to the left having a radius of 887.60 feet, a central angle of 02°07'18", a long chord bearing South 80°53'23" West, and a chord length of 32.87 feet to a point (26); thence South 70°47'11" West a distance of 88.18 feet to a point (27) on the West line of the Northeast Quarter of Section 31; thence North 03°40'28" West on said West line of the Northeast Quarter, a distance of 71.32 feet to the point of beginning.

**AND**

The Northwest Quarter of the Northeast Quarter of Section 31, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin.

**EXCEPT** lands contained within the following described tract located in the Northwest Quarter of the Northeast Quarter of Section 31, T.22 N., R.6 E., Village of Port Edwards, Wood County, Wisconsin, to wit:

Commencing at a found Harrison monument at the North Quarter corner of said Section 31, said point also being the point of beginning; thence North 88°49'55" East on the North line of the Northeast Quarter of Section 31, 2640.03 feet to a found Mag Nail at the Northeast corner of Section 31; thence South 04°17'34" East on the East line of the Northeast Quarter of Section 31, 33.05 feet to a point (16) on the existing southerly right-of-way of C.T.H. Z based on Lot One of CSM #5952; thence South 88°49'55" West on the Southerly right-of-way of C.T.H. Z, 2303.72 feet to a point (24); thence South 87°09'24" West on the Southerly right-of-way of C.T.H. Z, a distance of 218.69 feet to a point (25) of curvature; thence 32.87 feet on the Southerly right-of-way of C.T.H. Z and on the arc of a curve to the left having a radius of 887.60 feet, a central angle of 02°07'18", a long chord bearing South 80°53'23" West, and a chord length of 32.87 feet to a point (26); thence South 70°47'11" West a distance of 88.18 feet to a point (27) on the West line of the Northeast Quarter of Section 31; thence North 03°40'28" West on said West line of the Northeast Quarter, a distance of 71.32 feet to the point of beginning.

**AND**

The Southwest Quarter of the Northeast Quarter of Section 31, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin.

**EXCEPT** Lot - 1 of Wood County Certified Survey Map No. 5261 as recorded in Volume 18 of Survey Maps on Page 161 as Document Number 749181.

**AND**

The North Half of the Northwest Quarter of Section 31, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin,

**EXCEPT** Lot - 1 of Wood County Certified Survey Map No. 5261 as recorded in Volume 18 of Survey Maps on Page 161 as Document Number 749181.

**ALSO EXCEPT** the West 150 feet of the South 465 feet.

**ALSO EXCEPT** all lands below the ordinary high water mark of Nepco Lake.

**ALSO EXCEPT** Commencing at the Northwest corner of said Section 31, thence S 00°18'27" E along the West line of the Northwest Quarter of said Section 31 a distance of 865.43 feet to the *POINT OF BEGINNING*, thence N 00°18'27" W along the West line of the Northwest Quarter of said Section 31 a distance of 865.43 feet to the Northwest corner thereof, thence N 88°50'01" E along the North line of the Northwest Quarter of said Section 31 a distance of 404 feet, thence S 01°09'59" E a distance of 20 feet to the ordinary high water line of NEPCo Lake, thence Westerly, Southwesterly and Southerly along said ordinary high water line to a point which lies N 89°02'25" E a distance of 107 feet from the *POINT OF BEGINNING*, thence S 89°02'25" W a distance of 107 feet to the *POINT OF BEGINNING*. Including any and all islands lying adjacent to the aforementioned ordinary high water line, if any.

**AND**

That part of the South 400 feet of the South Half of the Northwest Quarter of Section 31, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin lying Southerly and Westerly of a line that is 75 feet Southerly and Westerly of and parallel with the ordinary high water mark of the Western shore of Nepco Lake.

**EXCEPT** road.

**ALSO EXCEPT** Commencing at the West Quarter corner of said Section 31, thence N 89°13'41" E along the South line of the Northwest Quarter of said Section 31 a distance of 399.59 feet, thence N 01°03'57" E a distance of 41.53 feet to the *POINT OF BEGINNING*, thence N 25°50'43" W a distance of 97.47 feet, thence S 60°51'11" E a distance of 50.00 feet, thence S 01°03'57" W a distance of 63.38 feet to the *POINT OF BEGINNING*.

**AND**

Part of the South Half of the Northwest Quarter of Section 31, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin lying Northerly and Easterly of a road through the Northeast corner thereof, known as Nepco Lake Road.

**EXCEPT** Lot - 1 of Wood County Certified Survey Map No. 5261 as recorded in Volume 18 of Survey Maps on Page 161 as Document Number 749181.

**AND**

That part of the North 350 feet of the Southwest Quarter of Section 31, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin lying Westerly of a line that is 75 feet Westerly of and parallel with the ordinary high water mark of the Western shore of Nepco Lake.

**EXCEPT** all lands below the ordinary high water mark of Nepco Lake.

**ALSO EXCEPT** highway.

**ALSO EXCEPT** Commencing at the West Quarter corner of said Section 31, thence N 89°13'41" E along the North line of the Southwest Quarter of said Section 31 a distance 399.59 feet, thence S 20°05'50" E a distance of 142.80 feet, thence S 18°21'22" W a distance of 105.22 feet to the *POINT OF BEGINNING*, thence S 24°06'23" W a distance of 127.68 feet, thence S 89°13'41" W a distance of 314.35 feet to the Easterly right-of-way line of County Trunk Highway "Z", thence N 01°47'01" W along said Easterly right-of-way line a distance of 69.11 feet, thence N 02°41'06" W along said Easterly right-of-way line a distance of 49.12 feet, thence N 83°44'36" E a distance of 88.19 feet, thence S 82°44'53" E a distance of 64.10 feet, thence S 66°53'22" E a distance of 197.53 feet, thence N 25°46'50" E a distance of 87.34 feet to the *POINT OF BEGINNING*.

**AND**

33 acres, more or less, in the Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin, described as the Southeast Quarter of the Northeast Quarter of Section 31, Township 22 North, Range 6 East.

**EXCEPT** Lot 1 of Wood County Certified Survey Map No. 4508 as recorded in Volume 16 of Survey Maps on Page 8 as Document Number 703916.

**ALSO EXCEPT** Lot - 1 of Wood County Certified Survey Map No. 5261 as recorded in Volume 18 of Survey Maps on Page 161 as Document Number 749181.

**ALSO EXCEPT** Lot One of Wood County Certified Survey Map No. 5952 as recorded in Volume 20 of Survey Maps on Page 252 as Document Number 791446.

**ALSO EXCEPT** that part lying Southerly of Lot - 1 of Wood County Certified Survey Map No. 5261 and Westerly of Lot 1 of Wood County Certified Survey Map No. 4508.

**AND**

Part of the Southwest of Section 31, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Village of Port Edwards, Wood County, Wisconsin, described as follows:

Commencing at the Southwest corner of said Section 31, thence East along the South line of the Southwest Quarter of said Section 31 a distance of 875.12 feet to the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 6 East and the Point of Beginning, thence North to a point which lies 50 feet Southeasterly of the Southeast edge of the canal between the Five Mile Creek reservoir and Nepco Lake, thence Northeasterly along a line which is 50 feet Southeasterly of and parallel with the Southeast edge of said canal to Westerly shoreline of Nepco Lake, thence Southeasterly along said Westerly shoreline to the South line of the Southwest Quarter of said Section 31, thence West along said South line to the Point of Beginning.

**EXCEPT** all lands below the ordinary high water mark of Nepco Lake.

**ALSO EXCEPT** any islands within Nepco Lake.

**AND**

The Northwest Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

**EXCEPT** the North 650 feet thereof.

**ALSO EXCEPT** all lands below the ordinary high water mark of the existing ponds.

**ALSO EXCEPT** that part lying West of the existing ponds.

**ALSO EXCEPT** highway.

**AND**

The Southwest Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

**EXCEPT** all lands below the ordinary high water mark of the existing ponds.

**ALSO EXCEPT** that part lying West of the existing ponds.

**ALSO EXCEPT** highway.

**ALSO EXCEPT** "Silver Canoe Drive" (Public Road) of the Wood County Plat of SouthShore at NEPCo Lake as recorded in Volume 13 of Plats on Page 82 as Document Number 2012R00475.

**INCLUDING** lands below the ordinary high water mark contained within part of the Southwest Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 6 East, more particularly described as



the East 400 feet and the North 300 feet of the South 800 feet of the West 300 feet of the East 700 feet of the Southwest Quarter of the Northwest Quarter.

**AND**

The Southeast Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

**EXCEPT** "Silver Canoe Drive" (Public Road), "Northwoods Drive" (Public Road) and "SouthShore Drive" (Public Road) of the Wood County Plat of SouthShore at NEPCo Lake as recorded in Volume 13 of Plats on Page 82 as Document Number 2012R00475.

**AND**

The Southwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

**EXCEPT** The East 132 feet of the South Half of the Southwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

**ALSO EXCEPT** "SouthShore Drive" (Public Road) and the "60' Public Access to NEPCO Lake" of the Wood County Plat of SouthShore at NEPCo Lake as recorded in Volume 13 of Plats on Page 82 as Document Number 2012R00475.

**AND**

The North Half of the Southeast Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

**EXCEPT** "SouthShore Drive" (Public Road) of the Wood County Plat of SouthShore at NEPCo Lake as recorded in Volume 13 of Plats on Page 82 as Document Number 2012R00475.

**AND**

The Northeast Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

**EXCEPT** all lands below the ordinary high water mark of Nepco Lake.

**ALSO EXCEPT** "Northwoods Drive" (Public Road) and "SouthShore Drive" (Public Road) of the Wood County Plat of SouthShore at NEPCo Lake as recorded in Volume 13 of Plats on Page 82 as Document Number 2012R00475.

**AND**

Part of the West Half of the Southwest Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin, described as follows; Commencing at the Northwest corner, thence Easterly 890.52 feet; Thence S 83°20' W, 765 feet, thence N 05°E, 32 feet, thence N 85° W, 35 feet, thence S 05° W, 39.23 feet, thence S 83°20' W, 29.26 feet, thence S 52°38' W, 85.6 feet to a point 159 feet South of the point of beginning, thence North 159 feet to the point of beginning.

**EXCEPT** Lot 1 and Lot 2 of Wood County Certified Survey Map No. 3295 as recorded in Volume 11 of Survey Maps on Page 295 as Document Number 638235.

**ALSO EXCEPT** all lands below the ordinary high water mark of the existing ponds.

**ALSO EXCEPT** any lands above the ordinary high water mark lying South and West of the existing ponds.

**ALSO EXCEPT** highway.

The Northwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

**EXCEPT** all lands below the ordinary high water mark of Nepco Lake lying Northerly of the isthmus and an extension thereof if submerged, running Northeasterly and Southeasterly through the Southeast portion of the Northwest Quarter of the Northeast Quarter.

**ALSO EXCEPT** the "60' Public Access to NEPCO Lake" of the Wood County Plat of SouthShore at NEPCo Lake as recorded in Volume 13 of Plats on Page 82 as Document Number 2012R00475.

**AND**

The Northeast Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

**EXCEPT** all lands below the ordinary high water mark of Nepco Lake lying Northerly of the isthmus and an extension thereof if submerged, running Easterly, Northeasterly and Southeasterly through the Northeast Quarter of the Northeast Quarter.

**ALSO EXCEPT** "SouthShore Drive" (Public Road) of the Wood County Plat of SouthShore at NEPCo Lake as recorded in Volume 13 of Plats on Page 82 as Document Number 2012R00475.

**AND**

The Northeast Quarter of the Northwest Quarter of Section 5, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

**EXCEPT** the South 497.5 feet of the North 590.7 feet of the East 200 feet.

**ALSO EXCEPT** Lot 1 of Wood County Certified Survey Map number 4158 as recorded in Volume 14 of Survey Maps on Page 258 as Document number 685108.

**ALSO EXCEPT** Outlot 1 of Wood County Certified Survey Map number 5274 as recorded in Volume 18 of Survey Maps on Page 174 as Document number 749824.

**ALSO EXCEPT** Highway.

**ALSO EXCEPT** that part of the Northeast Quarter of the Northwest Quarter of Section 5, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin lying North of Outlot 1 of Wood County Certified Survey Map number 5274 as recorded in Volume 18 of Survey Maps on Page 174 as Document number 749824

**ALSO EXCEPT** "SouthShore Drive" (Public Road) and "State Trunk Highway 13" (Public Road) of the Wood County Plat of SouthShore at NEPCo Lake as recorded in Volume 13 of Plats on Page 82 as Document Number 2012R00475.

**ALSO EXCEPT** Part of the Northeast Quarter of the Northwest Quarter of Section 5, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin, more particularly described as follows;

Commencing at the North Quarter corner of said Section 5, thence S 00°37'43" E a distance of 1513.35 feet to the Southeast corner of the Northeast Quarter of the Northwest Quarter of said Section 5 and the Northeast corner of Lot 2 of Northstar Court, thence N 89°40'06" W along the North line of Lot 2, Lot 3 and Lot 4 of said Northstar Court a distance of 428.29 feet to the *POINT OF BEGINNING*, thence continuing N 89°40'06" W along the North line of said Lot 4 a distance of 34.41 feet to the Northwest corner thereof and the Northeast corner of Lot 25 of G.M. Coombs NEPCO Lake Heights, thence N 89°53'22" W along the North line of said Lot 25 a distance of 230.99 feet to the Northwest corner thereof and the Northeast corner of Lot 15 of Block 1 of G.M. Coombs Crestview Heights Subdivision, thence N 89°56'29" W along the North line of said Lot 15 a distance of 313.03 feet to the Northwest corner thereof, thence N 00°43'51" W a distance of 75.33 feet, thence S 89°55'22" E a distance of 578.69

feet, thence S 00°32'16" E a distance of 75.52 feet to the North line of Lot 4 of said Northstar Court and the *POINT OF BEGINNING*.

**ALSO EXCEPT** Part of the Northeast Quarter of the Northwest Quarter of Section 5, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin, more particularly described as follows;

Commencing at the North Quarter corner of said Section 5, thence S 00°31'58" E along the East line of the Northeast Quarter of the Northwest Quarter of said Section 5 a distance of 815.69 feet to the Northwest corner of Lot 2 of Wood County Certified Survey Map number 1821 and the *POINT OF BEGINNING*, thence S 00°31'17" E along the West line of Lot 2 and Lot 3 of said Wood County Certified Survey Map number 1821 a distance of 352.56 feet to the Southwest corner of said Lot 3 and the Northwest corner of Lot-1 of Wood County Certified Survey Map number 8710, thence S 00°57'55" E along the West line of said Lot-1 a distance of 345.11 feet to the Northeast corner of Lot 2 of Northstar Court, thence N 89°40'06" W along the North line of Lot 2, Lot 3 and Lot 4 of said Northstar Court a distance of 428.29 feet, thence N 00°32'16" W a distance of 923.16 feet, thence S 89°38'01" E a distance of 226.59 feet to the Northwest corner of Lot 1 of Wood County Certified Survey Map number 4158, thence S 00°28'04" E along the West line of said Lot 1 a distance of 225.00 feet to the Southwest corner thereof, thence S 89°33'14" E along the South line of said Lot 1 a distance of 199.51 feet to a Southerly corner thereof, the Northwest corner of Lot 2 of Wood County Certified Survey Map number 1821 and the *POINT OF BEGINNING*.

**ALSO EXCEPT** Part of the Northeast Quarter of the Northwest Quarter of Section 5, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin, more particularly described as follows;

Commencing at the North Quarter corner of said Section 5, thence S 00°31'58" E along the East line of the Northeast Quarter of the Northwest Quarter of said Section 5 a distance of 815.69 feet to the Southerly corner of Lot 1 of Wood County Certified Survey Map number 4158, thence N 89°33'14" W along the South line of said Lot 1 a distance of 199.51 feet to the Southwest corner thereof, thence N 00°28'04" W along the West line of said Lot 1 a distance of 225.00 feet to the Northwest corner thereof, thence N 89°38'01" W a distance of 226.59 feet to the *POINT OF BEGINNING*, thence S 00°32'16" E a distance of 847.64 feet, thence N 89°55'22" W a distance of 578.69 feet, thence N 00°43'51" W a distance of 85.05 feet, thence N 56°26'07" E a distance of 492.86 feet, thence N 06°11'59" E a distance of 492.86 feet, thence S 89°38'01" E a distance of 107.91 feet to the *POINT OF BEGINNING*.

**AND**

The Northwest Quarter of the Northwest Quarter of Section 5, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

**EXCEPT** Lot 1 of Wood County Certified Survey Map number 5274 as recorded in Volume 18 of Survey Maps on Page 174 as Document number 749824.

**ALSO EXCEPT** all lands below the ordinary high water mark of Nepco Lake.

**ALSO EXCEPT** Commencing at the North Quarter corner of said Section 5, thence S 89°51'48" W along the North line of the Northwest Quarter of said Section 5 a distance of 2639.69 feet to the Northwest corner of said Section 5, thence S 00°38'23" E a distance of 1491.68 feet to the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 5 and the Northwest corner of Lot 1 of Wood County Certified Survey Map number 750, thence S 89°29'46" E along the South line of the Northwest Quarter of the Northwest Quarter of said Section 5 and the North line of said Lot 1 a distance of 198.00 feet to the Northeast corner of said Lot 1 and the *POINT OF BEGINNING*, thence N 00°37'34" W a distance of 58.65 feet to a non-tangent curve to the left which has a radius of 338.00 feet, a delta angle of 18°35'14" and a chord that bears N 53°38'54" E a distance of 109.17 feet, thence

along the arc of said curve a distance of 109.65 feet to a curve to the right which has a radius of 762.00 feet, a delta angle of 29°50'13" and a chord that bears N 59°16'24" E a distance of 392.34 feet, thence along the arc of said curve a distance of 396.81 feet, thence S 00°43'04" E a distance of 327.62 feet to the South line of the Northwest Quarter of the Northwest Quarter of said Section 5 and the North line of Lot 1 of Wood County Certified Survey Map number 3844, thence N 89°29'46" W along the North line of said Lot 1 a distance of 428.67 feet to the *POINT OF BEGINNING*.

**ALSO EXCEPT** "SouthShore Drive" (Public Road) of the Wood County Plat of SouthShore at NEPCo Lake as recorded in Volume 13 of Plats on Page 82 as Document Number 2012R00475.

**AND**

The North Half of the Southwest Quarter of the Northwest Quarter of Section 32, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

**EXCEPT** Lot - 1 of Wood County Certified Survey Map No. 5206 as recorded in Volume 18 of Survey Maps on Page 106 as Document Number 746578.

**ALSO EXCEPT** Lot - 1 of Wood County Certified Survey Map No. 5261 as recorded in Volume 18 of Survey Maps on Page 161 as Document Number 749181.

**ALSO EXCEPT** Lot One of Wood County Certified Survey Map No. 5952 as recorded in Volume 20 of Survey Maps on Page 252 as Document Number 791446.

**AND**

Part of the South Half of the Southwest Quarter of the Northwest Quarter and part of the Northwest Quarter of the Southwest Quarter of Section 32, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin, described as follows;

Commencing at the Northwest corner of said Section 32, thence S 03°46'53" E along the West line of the Northwest Quarter of the Northwest Quarter of said Section 32 a distance of 1348.15 feet to the Southwest corner thereof, thence S 04°47'57" E along the West line of the Southwest Quarter of the Northwest Quarter of said Section 32 a distance of 682.01 feet to the POINT OF BEGINNING, thence continuing S 04°47'57" E along said West line a distance of 682.26 feet to the West Quarter corner of said Section 32, thence S 03°15'57" E along the West line of the Northwest Quarter of the Southwest Quarter of said Section 32 a distance of 182 feet to the ordinary high water mark of Nepco Lake, thence N 51°20'44" E along said ordinary high water mark a distance of 14 feet, thence departing from said ordinary high water mark N 56°08'49" E a distance of 126 feet to the ordinary high water mark of Nepco Lake, thence Northeasterly, Easterly and Southeasterly along said ordinary high water mark to the West line of Lot-1 of Wood County Certified Survey Map number 5206, thence N 26°21'00" E along the West line of said Lot-1 a distance of 10 feet to a meander corner of Nepco Lake, thence continuing N 26°21'00" E along said West line a distance of 444.38 feet, thence S 89°36'33" W a distance of 651.19 feet to the POINT OF BEGINNING.

**AND**

Lot 1, Lot 2 and Lot 3 of Wood County Certified Survey Map No. 9588 as recorded in Volume 34 of Survey Maps on Page 88 as Document Number 2013R02615.

Being part of the Southeast Quarter of the Northwest Quarter of Section 32, Township 22 North, Range 6 East, Town of Grand Rapids, and part of the Southwest Quarter of the Northwest Quarter, part of the Northwest Quarter of the Southwest Quarter and part of the Northeast Quarter of the Southwest Quarter of Section 32, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin.

**AND**

The Northwest Quarter of the Southeast Quarter of Section 32, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

**EXCEPT** that part lying North of Nepco Lake.

**ALSO EXCEPT** State Trunk Highway "13" right-of-way per Transportation Project Plat No: 6140-00-09 - 4.13 as recorded in Document number 2009R04652.

**ALSO EXCEPT** State Trunk Highway "13" right-of-way per Transportation Project Plat No: 6140-00-09 - 4.14 as recorded in Document number 2009R04653.

**ALSO EXCEPT** all lands below the ordinary high water mark of Nepco Lake.

**INCLUDING** any and all islands.

**AND**

The Northeast Quarter of the Southeast Quarter of Section 32, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

**EXCEPT** that part lying North of Nepco Lake.

**ALSO EXCEPT** all lands below the ordinary high water mark of Nepco Lake.

**AND**

The Southeast Quarter of the Southeast Quarter of Section 32, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

**EXCEPT** "Townline Road" (Public Road) of East Shore at NEPCO Lake as recorded in Volume 13 of Plats on Page 114 as Document Number 2013R11837.

**ALSO EXCEPT** "Townline Road" (Public Road) of First Addition to East Shore at NEPCO Lake as recorded in Volume 13 of Plats on Page 122 as Document Number 2014R07043.

**AND**

The Southwest Quarter of the Southeast Quarter of Section 32, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

**EXCEPT** Lot - 1 of Wood County Certified Survey Map No. 9525 as recorded in Volume 34 of Survey Maps on Page 25 as Document Number 2012R11120.

**ALSO EXCEPT** State Trunk Highway "13" right-of-way per Transportation Project Plat No: 6140-00-09 - 4.13 as recorded in Document number 2009R04652.

**AND**

The North Half of the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

**EXCEPT** all lands below the ordinary high water mark of Nepco Lake.

**INCLUDING** any and all islands.

**AND**

The South Half of the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

**AND**

The Southwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

**EXCEPT** Lot 1 of Wood County Certified Survey Map No. 10112 as recorded in Volume 37 of Survey Maps on Page 12 as Document Number 2016R09641.

**ALSO EXCEPT** "Townline Road" (Public Road) of East Shore at NEPCO Lake as recorded in Volume 13 of Plats on Page 114 as Document Number 2013R11837.

**AND**

The Northeast Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

**AND**

The Northwest Quarter of the Southeast Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

**AND**

The Southwest Quarter of the Northwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

**EXCEPT** that part lying North and West of Nepco Lake.

**ALSO EXCEPT** all lands below the ordinary high water mark of Nepco Lake.

**AND**

The Southeast Quarter of the Northwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

**EXCEPT** all lands below the ordinary high water mark of Nepco Lake.

**ALSO EXCEPT** Outlot - 1 of Wood County Certified Survey Map No. 10052 as recorded in Volume 36 of Survey Maps on Page 152 as Document Number 2016R04904.

**ALSO EXCEPT** Outlot 13 of Fifth Addition to East Shore at NEPCO Lake as recorded in Volume 13 of Plats at Page 136 as Document number 2015R08053.

**AND**

The Northeast Quarter of the Northwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

**EXCEPT** all lands below the ordinary high water mark of Nepco Lake.

**ALSO EXCEPT** Outlots 11 and 12 of Fifth Addition to East Shore at NEPCO Lake as recorded in Volume 13 of Plats at Page 136 as Document number 2015R08053.

**AND**

The Northwest Quarter of the Northwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

**EXCEPT** all lands below the ordinary high water mark of Nepco Lake.

**AND**

Lot 1 of Wood County Certified Survey Map number 9814 as recorded in Volume 35 of Survey Maps at Page 114 as Document number 2014R08191, located in the Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

**AND**

Lot 1 of Wood County Certified Survey Map number 9820 as recorded in Volume 35 of Survey Maps at Page 120 as Document number 2014R08410, located in the Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

**AND**

Lot 1 of Wood County Certified Survey Map number 9833 as recorded in Volume 35 of Survey Maps at Page 133 as Document number 2014R09408, located in the Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

**AND**

Lot 1 of Wood County Certified Survey Map number 9837 as recorded in Volume 35 of Survey Maps at Page 137 as Document number 2014R09712, located in the Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

**AND**

Lots 1 and 2 of Wood County Certified Survey Map number 9848 as recorded in Volume 35 of Survey Maps at Page 148 as Document number 2014R10335, located in the Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

**AND**

Lot 1, Outlot 1 and Outlot 2 of Wood County Certified Survey Map number 9857 as recorded in Volume 35 of Survey Maps on Page 157 as Document number 2015R01095, located in the Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

**AND**

Lot 54 through Lot 61 inclusive of Third Addition to East Shore at NEPCO Lake as recorded in Volume 13 of Plats at Page 125 as Document number 2015R01950, located in the Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

**AND**

All units and common areas within Sunset Point Condominium recorded in Volume 1 of Condominium Plats, Page 54 as Document number 2015R01191 created by Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R01190. First Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R06249 and Sunset Point Condominium Addendum recorded in Volume 1 of Condominium Plats, Page 56 as Document number 2015R06250. Second Amendment to Declaration of Condominium for Sunset Point

Condominium recorded as Document number 2015R06469 and Sunset Point Condominium Addendum #2 recorded in Volume 1 of Condominium Plats, Page 57 as Document number 2015R06470. Third Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2016R02003 and Sunset Point Condominium Addendum #3 recorded in Volume 1 of Condominium Plats, Page 59 as Document number 2016R02004. Fourth Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2016R10932 and Sunset Point Condominium Addendum #4 recorded in Volume 1 of Condominium Plats, Page 62 as Document number 2016R10933, located in the Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

**AND**

Lot 62 through Lot 73 inclusive and Outlot 9 of Fourth Addition to East Shore at NEPCO Lake as recorded in Volume 13 of Plats at Page 134 as Document number 2015R06031, located in the Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

**AND**

Lot 74 through Lot 95 inclusive and Outlots 10, 14, 15 and 16 of Fifth Addition to East Shore at NEPCO Lake as recorded in Volume 13 of Plats at Page 136 as Document number 2015R08053, located in the Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

**AND**

All units and common areas within White Pine Point Condominium recorded in Volume 1 of Condominium Plats, Page 58 as Document number 2015R08148 created by Declaration of Condominium for White Pine Point Condominium recorded as Document number 2015R08147. Amendment to Declaration of Condominium for White Pine Point Condominium recorded as Document number 2016R02839 and White Pine Point Condominium Addendum recorded in Volume 1 of Condominium Plats, Page 61 as Document number 2016R02840, located in the Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

**AND**

Lot - 1 of Wood County Certified Survey Map number 10005 as recorded in Volume 36 of Survey Maps at Page 105 as Document number 2016R01647, located in the Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

**AND**

Lot 1 of Wood County Certified Survey Map number 10064 as recorded in Volume 36 of Survey Maps at Page 164 as Document number 2016R05605, located in the Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

**AND**

Lots 1, 2 and 3 of Wood County Certified Survey Map number 10093 as recorded in Volume 36 of Survey Maps at Page 193 as Document number 2016R08047, located in the Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.



**AND**

**INCLUDING:**

Lot 4 through Lot 10 inclusive of the Wood County Plat of SouthShore at NEPCo Lake as recorded in Volume 13 of Plats at Page 82 as Document number 2012R00475, located in the Town of Saratoga, Wood County, Wisconsin.

**AND**

Lots 1, 2, 3 and 4 of Wood County Certified Survey Map No. 9488 as recorded in Volume 33 of Survey Maps on Page 188 as Document Number 2012R07688 which includes all units and common areas within Point Cove Condominium recorded in Volume 1 of Condominium Plats at Page 41 as Document number 2012R08478, created by Declaration of Condominium for Point Cove Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R08477. First Amendment to Declaration of Condominium for Point Cove Condominium recorded as Document number 2012R08832. Second Amendment to Declaration of Condominium for Point Cove Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R13623 and Point Cove Condominium Addendum as recorded in Volume 1 of Condominium Plats at Page 44 as Document number 2012R13624. Third Amendment to Declaration of Condominium for Point Cove Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2014R02947 and Point Cove Condominium Addendum #2 recorded in Volume 1 of Condominium Plats at Page 49 as Document number 2014R02948. Fourth Amendment to Declaration of Condominium for Point Cove Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2014R04552 and Point Cove Condominium Addendum #3 recorded in Volume 1 of Condominium Plats at Page 50 as Document number 2014R04553.

**AND**

Lot 1 of Wood County Certified Survey Map No. 9523 as recorded in Volume 34 of Survey Maps on Page 23 as Document Number 2012R10862, located in the Town of Saratoga, Wood County, Wisconsin.

**AND**

All units and common areas within Clearwater Bay Condominium recorded in Volume 1 of Condominium Plats, Page 42 as Document number 2012R11085, created by Declaration of Condominium for Clearwater Bay Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R11084. Amended and Restated First Amendment to Declaration and Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R06566 and Clearwater Bay Condominium Addendum #2 recorded in Volume 1 of Condominium Plats, Page 47 as Document number 2013R06567. Second Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R10249 and Clearwater Bay Condominium Addendum #3 recorded in Volume 1 of Condominium Plats, Page 48 as Document number 2013R10250. Third Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2014R08030 and Clearwater Bay Condominium Addendum #4 recorded in Volume 1 of Condominium Plats, Page 52 as Document number 2014R08031. Fourth Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2015R03841. Fifth Amendment to Declaration of Condominium for Clearwater Bay

Condominium recorded as Document number 2015R05810 and Clearwater Bay Condominium Addendum #5 recorded in Volume 1 of Condominium Plats, Page 55 as Document number 2015R05811.

**AND**

Lots 1, 2 and 3 of Wood County Certified Survey Map No. 9528 as recorded in Volume 34 of Survey Maps on Page 28 as Document Number 2012R11202 which includes all units and common areas within Beach Bay Condominium recorded in Volume 1 of Condo Plats, Page 43 as Document number 2012R11518, created by Declaration of Condominium for Beach Bay Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R11517. First Amendment to Declaration of Condominium for Beach Bay Condominium recorded as Document number 2012R12044. Second Amendment to Declaration of Condominium for Beach Bay Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2016R01966. Third Amendment to Declaration of Condominium for Beach Bay Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2016R02096 and Beach Bay Condominium Addendum #2 recorded in Volume 1 of Condominium Plats, Page 60 as Document number 2016R02097.

**AND**

All units and common areas within North Beach at NEPCO Lake Condominium recorded in Volume 1 of Condominium Plats, Page 45 as Document number 2013R03110, created by Declaration of Condominium for North Beach at NEPCO Lake Condominium recorded as Document number 2013R03109. Second Amendment to Declaration of Condominium for North Beach at NEPCO Lake Condominium recorded as Document number 2015R00412 and North Beach at NEPCO Lake Condominium First Addendum recorded in Volume 1 of Condo Plats, Page 53 as Document number 2015R00413.

**AND**

Lot 1 through Lot 29 inclusive and Outlot 1 of East Shore at NEPCO Lake as recorded in Volume 13 of Plats at Page 114 as Document number 2013R11837, located in the Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

**AND**

Lot 1 of Wood County Certified Survey Map number 9777 as recorded in Volume 35 of Survey Maps at Page 77 as Document number 2014R06042, located in the Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

**AND**

Lot 30 through Lot 39 inclusive, Outlot 2, Outlot 3 and Outlot 4 of First Addition to East Shore at NEPCO Lake as recorded in Volume 13 of Plats at Page 122 as Document number 2014R07043, located in the Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

**AND**

Lot 40 through Lot 53 inclusive, Outlot 5 and Outlot 6 of Second Addition to East Shore at NEPCO Lake as recorded in Volume 13 of Plats at Page 123 as Document number 2014R08023, located in the Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

**AND**

Lot 1 of Wood County Certified Survey Map number 10130 as recorded in Volume 37 of Survey Maps at Page 30 as Document number 2016R10931, located in the Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.