

**AMENDED AND RESTATED  
DECLARATION OF  
COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
SOUTH SHORE AT NEPCO LAKE**

Document Number

Title of Document



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2017R02490

SUSAN E. GINTER  
WOOD COUNTY  
REGISTER OF DEEDS  
RECORDED ON

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**THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTH SHORE AT NEPCO LAKE (the "Restrictions")**, is made this 16th day of January, 2017, by Great Northern Timber Company, LLC, a Wisconsin Limited Liability Company and Mizuumi Protection LTD. (hereinafter referred to together as "Declarant" or "Developer").

Name and return address:

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

**WITNESSETH:**

**WHEREAS**, The Declaration of Covenants, Conditions and Restrictions for South Shore at NEPCO Lake Subdivision dated the 24th day of January, 2012, were recorded on January 24, 2012, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2012R00880.

**WHEREAS**, the Restrictions cover Lots 4, 5, 6, 7, 8, 9 and 10 of the Wood County Plat of SouthShore at NEPCo Lake Subdivision located in the Town of Saratoga, Wood County, Wisconsin, which are legally described on Exhibit A ("Subject Property") attached hereto and incorporated herein by reference; and

**WHEREAS**, the Subject Property described on Exhibit A is shown on the Subdivision Plat marked as Exhibit B and incorporated herein by reference; and

**WHEREAS**, DECLARANT is the owner of the real property more particularly described in Exhibit C attached hereto and made a part hereof (the "Land").

**WHEREAS**, Great Northern Timber Company, LLC, transferred and conveyed to Mizuumi Protection LTD portions of the Land contained in the Restrictions as Declarant or Developer. Declarant and any Successor Declarant shall have the right to assign and transfer its rights as Declarant and Developer to an Affiliate; and

**WHEREAS**, DECLARANT reserves the right, at DECLARANT'S option and in its sole discretion, to subject to this Declaration the remaining "Land" not included in the real estate described in Exhibit A, as well as other lands acquired by Declarant or its Affiliates which are not legally described herein. This land (the "Expansion Property") including any additional common areas, if any, and the right to use additional portions of the existing common areas may be subjected to this Declaration in whole or in part, at any time or from time to time by recording an Amendment to the Declaration ("Expansion Declaration"). This Expansion Property is intended to encompass additional residential lots, condominium units, Outlot(s) and the right to use the existing common areas and other common property. Each owner of a residential lot or unit shall be considered an owner under this Declaration. The lot owners shall also become members in the South Shore at NEPCO Lake Community Association, Ltd. with the rights and duties set forth in Article XIX of this Declaration.

**WHEREAS**, DECLARANT desires to provide for the preservation of the values and amenities of Subject Property and, to this end, desires to subject the aforesaid Subject Property to the covenants, conditions, restrictions and charges hereinafter set forth, each and all of which is and are for the benefit of the Subject Property as a whole and all owners of any part thereof.

**NOW, THEREFORE**, DECLARANT does hereby give notice to all purchasers and their successors of any portion of Subject Property hereinbefore described and whomsoever it may

concern that Subject Property is, and each and every conveyance or any portion of Subject Property will be, subject to the following covenants, conditions, restrictions and charges, and the existing covenants and restrictions as described in Section XX below, which will inure to the benefit of and pass with Subject Property, and each and every parcel thereof, and shall apply to and bind each successor in interest, and any owner thereof.

## **ARTICLE I**

### **GENERAL PURPOSE**

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

## **ARTICLE II**

### **USE OF LAND**

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

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

Outdoor toilets shall not be permitted.

LP tanks must be buried or screened from view.

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

No trailers, mobile homes, converted buses, doublewide trailer homes, tents, shacks, garage, or other temporary structures shall be used on any lot at any time as a residence either temporarily or permanently. No temporary living in a basement shall be allowed.

No shoreline stabilization measures are allowed without prior written authorization from the Architectural Control Committee and the Declarant.

No outdoor wood burning stoves are allowed unless approved in writing by the Architectural Control Committee.

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.

### **ARTICLE III**

#### **TYPE OF MATERIAL: SIZE OF STRUCTURE**

All structures erected shall be completed within one (1) year after commencement of

construction. The exterior of all structures must be brick, stone, cedar, log, LP smart siding, cement board siding, James Hardie HardiePlank, or similar siding per Architectural Control Committee approval. Window trim must be 4-8" in width.

No buildings shall be erected, altered, placed or permitted to remain on any lot other than a single-family dwelling and approved accessory structures.

Dwellings must have a minimum size of 1500 square feet on the main floor for lakefront lots, and a minimum size of 1000 square feet on the main floor for lots off the lake.

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 (such as basement space, whether or not exposed, and/or the lower level of a split level) be counted for purposes of determining minimum or maximum 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. A one-car garage will not be permitted. All homes shall include an attached garage with a minimum of a two (2) stall garage. The Architectural Control Committee, at its sole discretion, may prohibit any attached garage which has an exterior appearance of having a capacity of more than three (3) cars. There will be no detached garages allowed unless approved by the Architectural Control Committee.

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 Architectural Control Committee.

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 or denied at the sole discretion of the Architectural Control Committee.

#### **ARTICLE IV**

##### **GARBAGE AND REFUSE DISPOSAL**

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

#### **ARTICLE V**

##### **BUILDING LOCATION**

All buildings shall be located on their respective lots in accordance with the applicable state, county, or village regulations, ordinances or laws which shall supersede any provisions contained herein. In addition, no building or other structure permitted under the terms of this agreement shall be located closer than 30 feet to any public road, and 10 feet from the side yard or 10 feet from accessory buildings.

Dwellings must be a minimum of 75' from the ordinary high water mark of NEPCO Lake.

#### **ARTICLE VI**

##### **ARCHITECTURAL CONTROL COMMITTEE**

An Architectural Control Committee (hereinafter the "Committee") for the Subdivision is

hereby established. The Committee shall consist of not less than two members, designated as hereinafter set forth. The decision of the majority of the members of the Committee shall be final and binding upon all parties. The Committee members shall not be entitled to compensation for services performed pursuant to this paragraph. The initial members of the Committee shall be appointed by the Developer, and the Developer shall be entitled to remove and replace members of the Committee, at its sole discretion, for a period of not less than 30 years from the date of this Declaration.

## **ARTICLE VII**

### **ARCHITECTURAL CONTROL**

No house, building, swimming pool, gazebo, driveway, tennis court, light post, or other structure or improvement shall be constructed, erected, placed or altered on any Lot in the Subdivision without the approval of the Architectural Control Committee. No builder, general contractor, or subcontractor shall commence construction of any structure or improvement without the prior written approval of the Committee. Developer and the Committee 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 Developer's approved list prior to entering into any contract for the construction of improvements. For any undertaking requiring approval of the Architectural Control Committee, two sets of plans [including building construction plans (with roof, siding and trim colors), site

plans, grading plans (where necessary) and landscaping plans] shall be submitted to the Architectural Control Committee. If and when plans are approved, one set of the approved plans shall be signed, dated, and returned by the Architectural Control Committee to the Lot owner as evidence of such approval. The lot owner will provide the Architectural Control Committee with a postage paid envelope in order to mail back approved architectural plans to lot owner. Any minor changes or revisions required by the Architectural Control Committee may be noted as an exception to approval on the plans and detailed in a letter to the Lot owner. The Architectural Control Committee may also request that revisions shall first be made to the plans by the owner's agent before approval is given. Once the Architectural Control Committee's approval has been given the plans shall be strictly adhered to by the Lot owner, unless subsequent changes are approved by the Architectural Control Committee.

In passing upon the plans and specifications, the Committee may take into consideration the suitability of the proposed building or other structure or improvement, its design, elevation, color, construction materials, the harmony thereof with surrounding buildings, its proposed location, the view from other properties in the subdivision, and such other matters of terrain, environmental impact, aesthetics, and impact upon other Lots in the subdivision as the Committee may deem appropriate. The Committee shall have the right to waive minor infractions or deviations from these restrictions in the case of hardship and/or common sense. Any action by the Committee shall be final and conclusive as to all persons then or thereafter owning Lots covered by these restrictions. The Committee shall not be liable for actions taken or decisions made in good faith. Any Lot owner who causes or allows any improvements to be constructed, installed, placed or altered on the Lot without prior written approval of the committee may be required to remove such improvement in its entirety



at the Lot owner's expense.

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

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 the house siding, or by brick or stone. In cases where the home has a walkout basement the Architectural Control Committee may require stone or brick on the walkout level depending on the siding being used. 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 Architectural Control Committee, 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 in the subdivision. Further, the Architectural Control Committee may, in their 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.

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 Architectural Control Committee retains the right to require additional architectural detail.

No white houses, white windows, white door trim, white fascia/soffit, white fences 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.

Outbuildings, such as gazebos, pool equipment and/or changing room facilities, etc. may be allowed, provided they are approved, as to design, location and landscaping, by the Architectural Control Committee. No outbuilding shall be constructed on any Lot prior to the commencement of construction of the single-family residence on such Lot. All Lot owners are further advised that outbuilding construction is also subject to applicable zoning ordinances, and may be prohibited or restricted unless a variance or conditional use permit is obtained.

Boat Houses may be permitted or denied at the sole discretion of the Architectural Control Committee.

In-ground swimming pools shall be permitted, subject to the approval of the Architectural Control Committee, and local zoning ordinances and specifications. Above ground swimming pools are prohibited. Hot tubs and spas are permitted per approval by the Architectural Control Committee. 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.

## **ARTICLE VIII**

### **COMMENCEMENT OF AND COMPLETION OF CONSTRUCTION**

Before any construction shall be commenced on any Lot the driveway shall be rough graded in a horizontal location and with a vertical alignment as approved by the Architectural Control Committee. All access to and from the home site construction area by material suppliers, contractors and other individuals shall be by this driveway location and no other means or way. This covenant is primarily for the protection of natural amenities of the site.

Any exterior construction commenced shall be completed within a one-year period. Also, within eighteen months of the commencement of construction, the owner of such Lot shall landscape any area disturbed by construction, and shall complete all landscaping in accordance with the plans and specifications approved by the Architectural Control Committee.

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. 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 the Lot, occurring prior to completion of construction.

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.

## **ARTICLE IX**

### **DRIVEWAYS; DRIVEWAY RESTRICTIONS**

The owner of each Lot shall, within six-months of the date of issuance of an occupancy permit for the construction of a residence on a Lot, install a hard surfaced concrete, red granite, or asphalt driveway. Said driveway shall extend from the vehicle entry to the garage to an intersection with the public street.

The driveway shall have a minimum of a three (3) foot side yard setback, unless otherwise approved in writing by the Committee (in its sole discretion). No straight driveways are allowed.

## **ARTICLE X**

### **HOME CONSTRUCTION ON LOT AND HEIGHT OF GRADE**

Any Architectural Control Committee approval for a Lot owner's proposed home on a Lot constitutes approval of the home with regard to style, size and other requirements per these restrictions, and does not guarantee any particular grading elevation, floor elevation or home placement for a future home that Lot owner may build on such Lot. Lot owner has the responsibility and obligation to investigate and obtain qualified opinions from experts that the subject Lot will accommodate the home, placement and grading that Lot owner intends.

No owner of any Lot shall or will at any time alter the grade of any Lot from that which is naturally occurring on that Lot at the time the site development improvements have been completed by the Developer unless and until the Lot owner shall first obtain the written approval of the Architectural Control Committee for such grade alteration. In order to obtain this approval, it shall first be necessary for the Lot owner, at the Lot owner's expense, to have

prepared a grading plan which shows in detail the area to be re-graded, the existing and proposed topography, analyzes the effects on site drainage, states that the effects on site drainage will not be in violation of law as to alteration of natural drainage courses, and is a plan which does not unreasonably affect an adjacent property owner regarding drainage or their viewing of unreasonable slope treatment. The Architectural Control Committee's approval, if granted, shall not relieve the Lot owner from the ultimate responsibility for the design, performance, and function of the grade alteration and/or drainage condition, and the Lot owner by requesting the alteration, and/or by altering the grade, thereby agrees to indemnify and hold harmless the Developer and Association and its agents, employees and independent contractors regarding the same. The Developer or Association and/or their agents, employees or independent contractors shall have the right to enter upon any Lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the Lot owner is responsible for cost of the same. The top of any basement walls shall not exceed four feet above existing grade. The Developer makes no representations or warranties that a particular Lot will allow for the construction of a basement, or an exposed basement.

## **ARTICLE XI**

### **NUISANCES**

No noxious or offensive activities shall be carried on upon any Lot or Outlot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

## **ARTICLE XII**

### **OUTDOOR STORAGE**

No on-site un-housed or unscreened storage will be allowed for excess material and infrequently used vehicles. Outdoor storage of snowmobiles, boats, trailers, campers, golf carts and other seasonal items frequently used off of Subject Property is not allowed.

## **ARTICLE XIII**

### **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 Subject Property 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 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.

## **ARTICLE XIV**

### **ANTENNAE**

No exterior antennae, other than two dish type antenna not exceeding thirty (30) inches in diameter, shall be allowed on 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.

## **ARTICLE XV**

### **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.

## **ARTICLE XVI**

### **OUTLOT(S)**

Each Lot in the subdivision shall be deemed to include an equal undivided ownership interest in the Outlot(s), and each conveyance of a Lot in the subdivision shall be deemed to include the conveyance of such undivided interest, whether or not specifically set forth in the instrument of conveyance.

## **ARTICLE XVII**

### **WETLAND RESTRICTIONS**

In order to preserve and protect any wetlands located in this Subdivision 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 United States Army Corps of Engineers, the Wisconsin Department of Natural Resources and any other administrative agency or governmental body having jurisdiction over the Subdivision and the wetlands.

## **ARTICLE XVIII**

### **DEVELOPER'S RIGHTS**

Developer has acquired or may acquire in the future other lands in the vicinity of this Subdivision, including but not necessarily limited to the Lands described on the attached Exhibit C. Developer or its affiliates shall have the express right, but not the obligation, to develop all or part of the lands described on the attached Exhibit C, and/or other lands in the area, in such a manner as to create an integrated development with this Subdivision. To accomplish that purpose, Developer and its affiliates 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, common Outlots 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 common Outlots and/or other common areas, and the Owners of all Lots share equally in the maintenance expenses.
- b. Amend this Declaration in its sole discretion so as to subject any or all of said Lands or additional lands to this Declaration. In doing so, Developer or its affiliates 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 for all or some of the developments.

d. Amend the provisions hereof with respect to the Architectural Control Committee so that there are separate Architectural Control Committees for each development, or so that there is a combined Architectural Control Committee for some or all developments.

## **ARTICLE XIX**

### **SOUTH SHORE AT NEPCO LAKE COMMUNITY ASSOCIATION, LTD.**

The Lot owners of the subdivision shall become part of a non-profit membership corporation for the purpose of maintaining, improving, policing or preserving properties in which its members shall have common rights of usage or enjoyment including Outlot(s) and common areas, and parking areas, and subdivision entrance signage.

1. That membership in said Association shall be mandatory for every person or entity who is a beneficial owner of a fee or an undivided fee interest in any part of the real estate subject to this Declaration or any Supplemental Declaration, including contract buyers, but excluding those persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall transfer to the new owner(s) upon the conveyance of said fee interest(s).

2. That the Association shall have the rights and duties to fix and collect annual assessments against each lot as follows:

A. The Association shall have the power to prepare and annually submit to its membership a budget of the expenditures, which it proposes to make for the ensuing year. Such budget shall include the expenses of maintaining NEPCO Lake and the related expenses, improving, policing, and preserving the Outlot(s) and all common facilities. Such budget shall also include the expenses of maintaining the organization of the Association.

- B. Upon the adoption and approval of the annual budget by a majority of the members entitled to vote as established by the articles of incorporation and by-laws of the Association and by rules validly adopted by resolution of the Board of Directors of the Association, at a regular meeting or adjournment thereof, or upon the approval of a special assessment under par. C., the Board of Directors of the Association may levy an assessment against all of the Lots, the ownership of which entitles the owner thereof to the use and enjoyment of the properties controlled by the Association.

The assessment levied under this section shall be levied at generally the same time each year upon all Lots. The Association shall at its first Annual Meeting set the assessment for the following year to cover first year's estimated expenses.

**Declarant Control of the Association.** Declarant 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 Board, or its officers, by the Articles, Bylaws, this Declaration or the Wisconsin Nonstock Corporation Law (as amended from time to time), until the later of: (1) Thirty (30) years from the date of recording of this Amended and Restated Declaration of Covenants, Conditions and Restrictions; or (2) Thirty (30) days after the conveyance by Declarant to purchasers of all of the Lots, including all Lots added to this Declaration; or (3) Declarant's election to waive its right to control the Association.

Until such time as the Declarant relinquishes control of the Association as described above, Lots owned by Declarant 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 Declarant do not exceed the amount of projected assessments contained in the last adopted budget. Until such time as the Declarant relinquishes control of the Association as described above, Lots owned by Declarant 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 Declarant do not exceed the amount of projected assessments contained in the last adopted budget. Until the last day of the month during which the Declarant turns over control of the Association to the Lot owners, the Declarant shall be responsible for and pay common expenses in excess of the assessments payable by Lot owners under this formula. After the Declarant turns over control of the Association to the Lot owners, the Declarant shall pay its share of Association assessments in the same manner as other Lot owners but only as to those Lots which have been subjected to this Declaration. The Declarant's liability for

Association assessments as provided above shall be effective on the first day of the month after the month during which the Declarant turns over control of the Association to the Lot owners.

- C. The Board of Directors of the Association may call a special meeting upon at least three (3) days written notice for the purpose of making a special assessment. The nature of the proposed special assessment shall be included in the notice. A majority of members entitled to vote shall constitute a quorum for a special meeting, and a majority of members entitled to vote who are present at the special meeting shall determine a question.
- D. The Board of Directors of the Association shall declare the assessments levied under sub B. or C., due and payable at any time after 30 days from the date of the levy. The Association's Secretary or other officer shall notify the owner of every Lot so assessed of the action taken by the Board, the amount of the assessment of each Lot owned by such owner and the date on which the assessment becomes due and payable. The secretary shall mail the notice by U.S. mail, postage prepaid, to the owner at the owner's last-known post-office address.
- E. In the event that an assessment levied under sub B. or C. against any Lot remains unpaid for a period of sixty days from the date of the levy, the Board of Directors of the Association may, in its discretion, file a claim for a maintenance lien against the Lot, including interest and the Board's actual legal fees. All of the following apply to a claim for lien under this subsection:
  - i. The claim may be filed at any time within twelve (12) months from the date of the levy.
  - ii. The claim shall be filed in the office of the clerk of circuit court of the county in which the lands affected by the levy lie.
  - iii. The claim shall contain a reference to the resolution authorizing the levy and the date of the resolution, the name of the claimant or assignee, the name of the person against whom the assessment is levied, a description of the property affected by the levy and a statement of the amount claimed.
  - iv. The claim shall be signed by the claimant or the claimant's attorney, need not be verified, and may be

amended, in case an action is brought, by court order, as pleadings may be.

- v. The clerk of circuit court shall enter each claim for a maintenance lien in the judgment and lien docket immediately after the claim is filed in the same manner that other liens are entered. The date of levy of assessment will appear on the judgment and lien docket instead of the last date of performance of labor or furnishing materials.
- vi. When the Association has so filed its claim for lien upon a Lot it may foreclose the same by action in the circuit court having jurisdiction thereof, and ss. 779.09, 779.10, 779.11, 779.12, and 779.13 shall apply to proceedings undertaken for the enforcement and collection of maintenance liens as described in this subsection.

F. Property Insurance.

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

G. Public Liability Insurance.

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

H. Other Risks.

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

I. General Provisions of Insurance Policies.

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

J. Deductibles.

No policy of insurance in which the Association or its designee is the beneficiary shall include a deductible clause in the amount greater than \$500.00 or 1% of the face amount of the policy. After notice and the opportunity for hearing, the Association may determine that a loss, either in the form of a deductible to be paid by the Association or an uninsured loss, resulted from the act or negligence of a Lot owner. Upon said determination by the Association, any said loss or portion thereof may be assessed to the Lot owner in question and the Association may collect the amount from said Lot owner in the same manner as any annual assessment.

## ARTICLE XX

### **EXISTING DECLARATION OF RESTRICTIVE COVENANTS AND WAIVER OF CLAIMS**

Each Lot owner hereby acknowledges that each Lot is subject to the following: (i) a recorded 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 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 ("Declaration"). The Declaration and Waiver of Claims are perpetual in nature and run with the land, each Lot, and the common areas of the subdivision.

The Declaration provides in part that each owner of a Lot in South Shore at Nepco Lake, and their successors and assigns, are prohibited from the following:

- (i) No person shall be permitted to install, on any portion of the Property formerly owned by Domtar, 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). Each individual lot contains an area adequate for a septic system; 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 Property 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 Waiver of Claims provides in part that each owner of a Lot in South Shore at Nepco Lake, and their successors and assigns, have waived any claims that a Lot owner or the Home Owner's 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 in South Shore at Nepco Lake, and the future purchasers, tenants, occupants and users of the Lot or common areas, 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 in South Shore at Nepco Lake and all future purchasers, tenants, occupants and users of the Lot or common areas, 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 in South Shore at Nepco Lake Subdivision, 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 land.
- (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 in the Subdivision, to enter upon the Lot and common areas and use reasonable force to cure any violation of the Waiver of Claims and Declaration.

Each Lot owner and the Home Owner's Association hereby agrees to hold the 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 and Declaration.

## **ARTICLE XXI**

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

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

## **ARTICLE XXII**

### **TERM AND RIGHT TO ABATE VIOLATIONS**

The provisions contained herein shall run with and bind Subject Property and shall inure to the benefit of and be enforceable by or against any owner of land included in Subject Property, their respective legal representatives, heirs, successors, and assigns and shall remain in full force and effect until and unless an instrument signed by the Declarant during the period of Declarant control, and two-thirds of the then owners of Subject Property has been recorded, agreeing to change said covenants in whole or in part. Regardless of the manner of adoption, no amendment shall adversely affect a right reserved to the Declarant under this Declaration without the express written consent of Declarant.

If any Lot owner or persons in possession of any said Lots shall violate or attempt to violate any of the covenants, conditions, and restrictions herein contained, it shall be lawful for any other person or persons owning real estate situated in the Subject Property to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenants, either to prevent him, her, or them from so doing or to recover damages from such violations. Failure by any land owner to enforce any restrictions, conditions, covenants, or agreements herein contained shall in no event be deemed a waiver



of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequent thereto.

The invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions that shall remain in full force and effect. No provisions contained herein shall be construed to restrict Declarant's or their assigns' right to construct roads or subdivide, by plat or otherwise, the real property described herein.

**IN WITNESS WHEREOF, GREAT NORTHERN TIMBER COMPANY, LLC;** a Wisconsin limited liability company 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)

This instrument drafted by:  
Michael D. Orgeman  
Lichtsinn & Haensel, s.c.  
111 E. Wisconsin Avenue, Suite 1800  
Milwaukee, WI 53202  
(414) 276-3400



**EXHIBIT A**  
**(Legal description of Subject Property)**

Lot 4 through Lot 10 inclusive of the Wood County Plat of SouthShore at NEPCo Lake. Filed on the 11<sup>th</sup> day of January, 2012 in Volume 13 of Plats at Page 82 as Document Number 2012R00475, located in the Town of Saratoga, Wood County, Wisconsin.

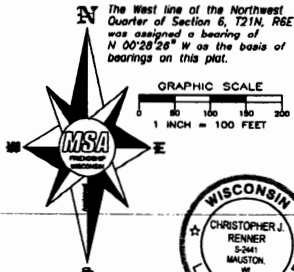
**EXHIBIT B**

**(Wood County Plat of SouthShore at NEPCo Lake Subdivision)**

(See attached Plat as the next page)

# Wood County Plat of South Shore at NEPCo Lake

The West line of the Northwest Quarter of Section 6, T21N, R6E was assigned a bearing of N 00°28'26" W as the basis of bearings on this plat.



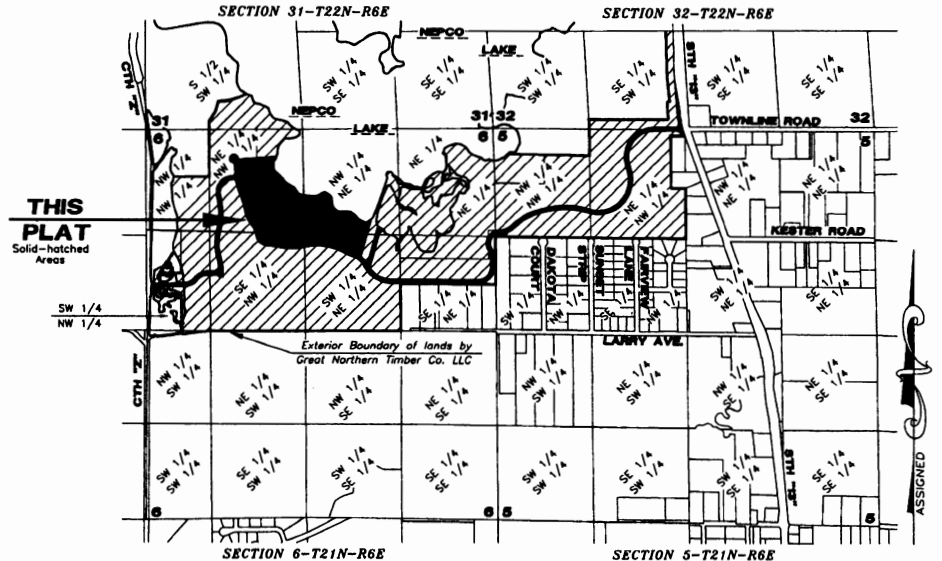
Part of the Northwest Quarter of the Northwest Quarter and part of the Northeast Quarter of the Northwest Quarter of Section 5, part of the Southeast Quarter of the Northwest Quarter, part of the Southwest Quarter of the Northwest Quarter, part of the Northeast Quarter of the Northwest Quarter, part of the Southeast Quarter of the Northeast Quarter, part of the Southwest Quarter of the Northeast Quarter and part of the Northeast Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga and part of the Southeast Quarter of the Southwest Quarter of Section 32, Township 22 North, Range 6 East, Village of Port Edwards, all in Wood County, Wisconsin.

Including part 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 including part of Lot 1 of Wood County Certified Survey Map number 8550 as recorded in Volume 29 of Survey Maps on Page 150 as Document number 2006R13032.

Also including part of Lot 1 of Wood County Certified Survey Map number 8551 as recorded in Volume 29 of Survey Maps on Page 151 as Document number 2006R13033.

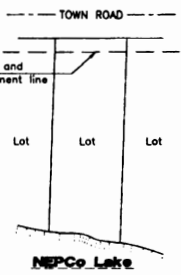
LOCATION MAP  
SCALE: 1" = 100'



Curve Data Table

Number	Radius	Delta Angle	Chord Bearing	Chord	Length
C1	167.00	52°07'51"	N 82°50'55.5" E	146.50	151.65
C2	233.00	52°07'51"	N 28°50'55.5" E	204.39	211.59
C3	167.00	51°38'58"	N 62°39'19" E	145.48	150.53
C4	233.00	51°38'58"	N 62°39'19" E	202.98	210.02
C5	25.00	93°31'48"	N 41°42'44" E	36.43	40.81
C6	25.00	93°31'48"	S 44°45'28" E	36.43	40.81
C7	1033.00	1°51'29"	N 06°55'18.5" W	320.67	321.97
C8	967.00	10°47'53"	N 10°27'06.5" W	181.97	182.24
C9	633.00	30°51'22"	N 00°25'22" W	336.79	340.90
C10	567.00	30°51'22"	N 00°25'22" W	301.68	305.35
C11	1033.00	29°02'27"	N 00°29'05.5" E	518.00	523.58
C12	967.00	29°02'27"	N 00°29'05.5" E	484.90	490.13
C13	233.00	9°11'25"	N 34°34'34.5" E	248.61	253.37
C14	167.00	9°11'25"	N 34°34'34.5" E	250.58	263.38
C15	25.00	85°28'55"	S 34°04'25.5" S	33.93	37.30
C16	25.00	85°28'55"	N 40°26'59.5" S	33.93	37.30
C17	644.38	21°58'19"	S 1°51'27.5" E	245.80	247.11
C18	710.38	1°25'29"	S 17°47'52.5" E	159.91	160.25
C19	1167.00	14°19'59"	S 17°05'37.5" E	291.18	291.94
C20	1233.00	14°19'59"	S 17°05'37.5" E	307.64	308.45
C21	267.00	30°00'03"	S 24°55'38.5" E	138.21	139.80
C22	333.00	30°00'03"	S 24°55'38.5" E	172.38	174.36
C23	367.00	28°21'05"	S 25°45'08.5" E	181.50	181.50
C24	433.00	28°21'05"	S 25°45'08.5" E	212.08	214.26
C25	117.00	77°35'07"	S 50°22'09.5" E	146.60	158.43
C26	183.00	77°35'07"	S 50°22'09.5" E	229.30	247.80
C27	767.00	11°16'58"	S 83°31'14" E	150.80	151.04
C28	833.00	11°16'58"	S 83°31'14" E	163.77	164.04
C29	767.00	24°58'59"	N 89°37'55.5" E	331.72	334.36
C30	833.00	24°58'59"	N 89°37'55.5" E	360.27	363.14
C31	767.00	41°27'06"	S 82°07'51" E	342.88	354.90
C32	833.00	41°27'06"	S 82°07'51" E	389.59	402.65
C33	660.72	10°47'43"	S 66°48'09.5" E	124.30	124.49
C34	726.72	10°47'43"	S 66°48'09.5" E	136.72	136.92
C35	267.00	45°19'14"	S 49°32'24" E	205.23	211.20
C36	333.00	45°19'14"	S 49°32'24" E	256.59	263.40
C37	367.00	63°03'57"	S 58°24'45.5" E	383.87	403.96
C38	433.00	63°03'57"	S 58°24'45.5" E	452.91	476.61
C39	233.00	90°40'50"	N 44°42'51" E	331.48	368.76
C40	167.00	90°40'50"	N 44°42'51" E	235.77	284.31
C41	117.00	35°49'29"	N 18°32'18.5" W	71.97	73.16
C42	183.00	35°49'29"	N 18°32'18.5" W	112.57	114.42
C43	183.00	125°28'34"	N 26°17'14" E	325.35	400.76
C44	117.00	125°28'34"	N 26°17'14" E	208.01	256.23
C45	267.00	44°40'13"	N 66°41'24.5" E	202.93	208.17
C46	333.00	44°40'13"	N 66°41'24.5" E	253.10	259.62
C47	767.00	33°27'16"	N 61°04'56" E	441.51	447.84
C48	833.00	33°27'16"	N 61°04'56" E	479.50	486.38
C49	1033.00	29°51'47"	S 87°15'32.5" E	532.34	538.41
C50	967.00	29°51'47"	S 87°15'32.5" E	498.32	504.01
C51	483.00	122°17'50"	N 48°51'28" E	846.09	1030.96
C52	417.00	122°17'50"	N 48°51'28" E	730.48	890.08
C53	408.00	104°29'31"	N 37°37'16.5" E	645.17	744.06
C54	342.00	104°29'31"	N 37°37'16.5" E	540.80	623.72
C55	1532.39	01°11'06"	S 16°47'17" E	31.69	31.69
C56	1532.39	07°21'12"	N 07°34'50" W	196.53	196.67
C57	1482.39	1°59'39"	S 10°54'03.5" E	361.17	362.07
C58	25.00	74°03'16"	N 39°18'56" W	30.11	32.31
C59	66.00	254°03'16"	N 50°41'04" E	105.38	292.65
C60	644.38	134°19'19"	S 09°11'57.5" E	155.07	155.45
C61	644.38	08°09'00"	S 20°11'07" E	91.58	91.68
C62	1233.00	01°17'02"	S 33°27'06" E	34.80	34.80
C63	1233.00	06°09'11"	S 19°33'59.5" E	132.35	132.42
C64	1233.00	05°58'01"	S 13°30'28.5" E	128.35	128.41
C65	1233.00	00°35'45"	S 10°13'30.5" E	12.82	12.82
C66	433.00	18°39'55"	S 30°35'43.5" E	140.44	141.06
C67	433.00	09°41'10"	S 16°25'11" E	73.11	73.20
C68	833.00	06°17'02"	S 86°01'12" E	91.31	91.36
C69	833.00	04°59'56"	S 80°22'43" E	72.65	72.68
C70	767.00	05°51'22"	S 80°51'26" E	79.20	79.23
C71	767.00	17°32'36"	N 67°23'35" E	233.33	234.84
C72	767.00	04°04'41"	N 75°52'56.5" E	19.76	19.79
C73	833.00	11°13'33"	N 62°45'22.5" E	182.95	183.21
C74	833.00	10°08'59"	S 86°33'21.5" E	147.37	147.56
C75	833.00	09°08'38"	S 76°54'33" E	132.80	132.94
C76	833.00	09°01'47"	S 67°49'20.5" E	131.14	131.28
C77	833.00	01°54'09"	S 62°21'22.5" E	27.66	27.66
C78	333.00	02°34'52"	S 70°34'35" E	15.00	15.00
C79	333.00	17°58'02"	S 80°38'08" E	104.00	104.42
C80	333.00	20°40'16"	S 41°19'59" E	118.49	120.14
C81	333.00	04°00'16"	S 28°55'38" E	23.83	23.84
C82	367.00	09°15'23"	S 11°30'28.5" E	59.23	59.29
C83	367.00	53°48'34"	S 63°02'27" E	332.14	344.67

TYPICAL DRAINAGE AND UTILITY EASEMENTS  
NOT TO SCALE



**UTILITY EASEMENT RESTRICTION:**  
No utility pole, pedestal or cable shall be placed so as to disturb any survey monument or obstruct vision along any lot or street line. The unauthorized disturbance of a survey monument is a violation of S.236.32 of Wisconsin Statutes.  
Utility easements set forth herein are for the use of the Town of Saratoga, the Village of Port Edwards and only the private utilities having the right to serve this subdivision as listed below.

- UTILITY COMPANY LIST:**
- TELEPHONE/CATV: Charter Communications  
3211 8th Street South  
Wisconsin Rapids, WI. 54494  
888-438-2427
  - ELECTRIC: Alliant Energy  
4902 N. Blitmore Lane  
Madison, WI. 53718-2148  
608-458-0509
  - TELEPHONE/CATV: Solarus  
440 East Grand Avenue  
P.O. Box 8045  
Wisconsin Rapids, WI. 54495-8045  
800-421-9282
  - GAS: WE Energies  
1921 8th Street South  
Wisconsin Rapids, WI. 54494-5273  
715-423-2807  
715-421-7227

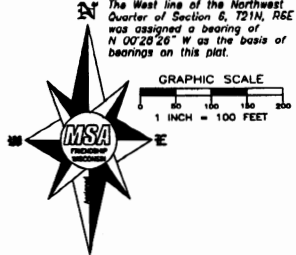
**WOOD COUNTY REGISTER OF DEEDS:**

Register's Office  
Wood County, Wis. JSS  
Received for record this 14th day of January, 2012  
at 2:57 p.m. and recorded in Volume 073 of Plats,  
Page 12, as Document # 2012-R00475.

*Marian E. Kintler*  
Register of Deeds

502 pk  
Great Northern  
Timber Co.

# Wood County Plat of South Shore at NEPCo Lake

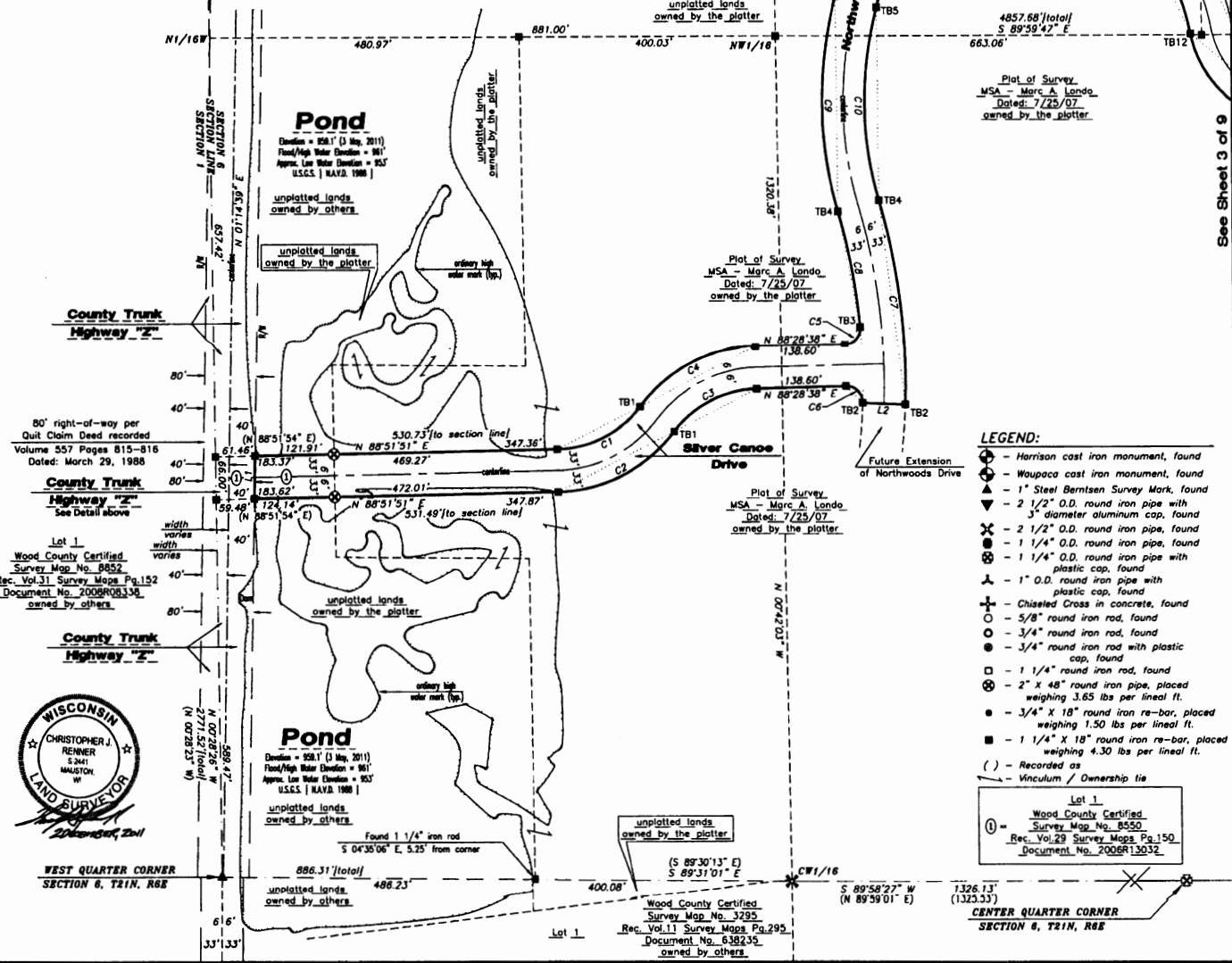
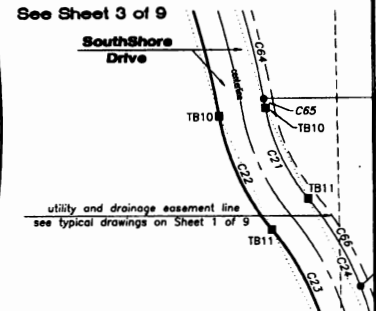
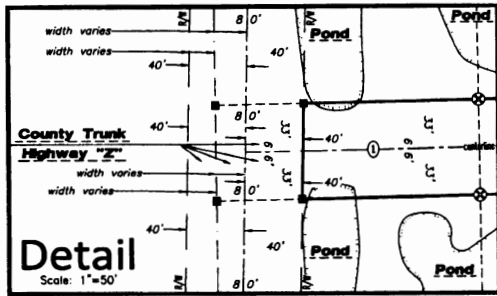


Part of the Northwest Quarter of the Northwest Quarter and part of the Northeast Quarter of the Northwest Quarter of Section 5, part of the Southeast Quarter of the Northwest Quarter, part of the Southwest Quarter of the Northwest Quarter, part of the Northeast Quarter of the Northeast Quarter, part of the Southeast Quarter of the Northeast Quarter, part of the Southwest Quarter of the Northeast Quarter, and part of the Northeast Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga and part of the Southeast Quarter of the Southwest Quarter of Section 32, Township 22 North, Range 6 East, Village of Port Edwards, all in Wood County, Wisconsin.

Including part 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 including part of Lot 1 of Wood County Certified Survey Map number 8550 as recorded in Volume 29 of Survey Maps on Page 150 as Document number 2006R13032.

Also including part of Lot 1 of Wood County Certified Survey Map number 8551 as recorded in Volume 29 of Survey Maps on Page 151 as Document number 2006R13033.



**80' right-of-way per**  
**Quit Claim Deed recorded**  
Volume 557 Pages 815-816  
Dated: March 29, 1988

Wood County Certified Survey Map No. 8652  
Rec. Vol. 31 Survey Maps Pg. 152  
Document No. 2006R08336  
owned by others.

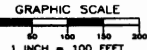


- LEGEND:**
- - Harrison cast iron monument, found
  - ⬢ - Waupaca cast iron monument, found
  - ▲ - 1" Steel Bentsen Survey Mark, found
  - ▼ - 2 1/2" O.D. round iron pipe with 3" diameter aluminum cap, found
  - ⊗ - 2 1/2" O.D. round iron pipe, found
  - ⊙ - 1 1/4" O.D. round iron pipe, found
  - ⊚ - 1 1/4" O.D. round iron pipe with plastic cap, found
  - ▲ - 1" O.D. round iron pipe with plastic cap, found
  - ⊕ - Chisled Cross in concrete, found
  - ⊗ - 5/8" round iron rod, found
  - ⊙ - 3/4" round iron rod, found
  - ⊚ - 3/4" round iron rod with plastic cap, found
  - ⊙ - 1 1/4" round iron rod, found
  - ⊗ - 2" x 48" round iron pipe, placed weighing 3.65 lbs per lineal ft.
  - - 3/4" x 18" round iron re-bar, placed weighing 1.50 lbs per lineal ft.
  - - 1 1/4" x 18" round iron re-bar, placed weighing 4.30 lbs per lineal ft.
  - ( ) - Recorded as
  - - - - - Viculium / Ownership tie

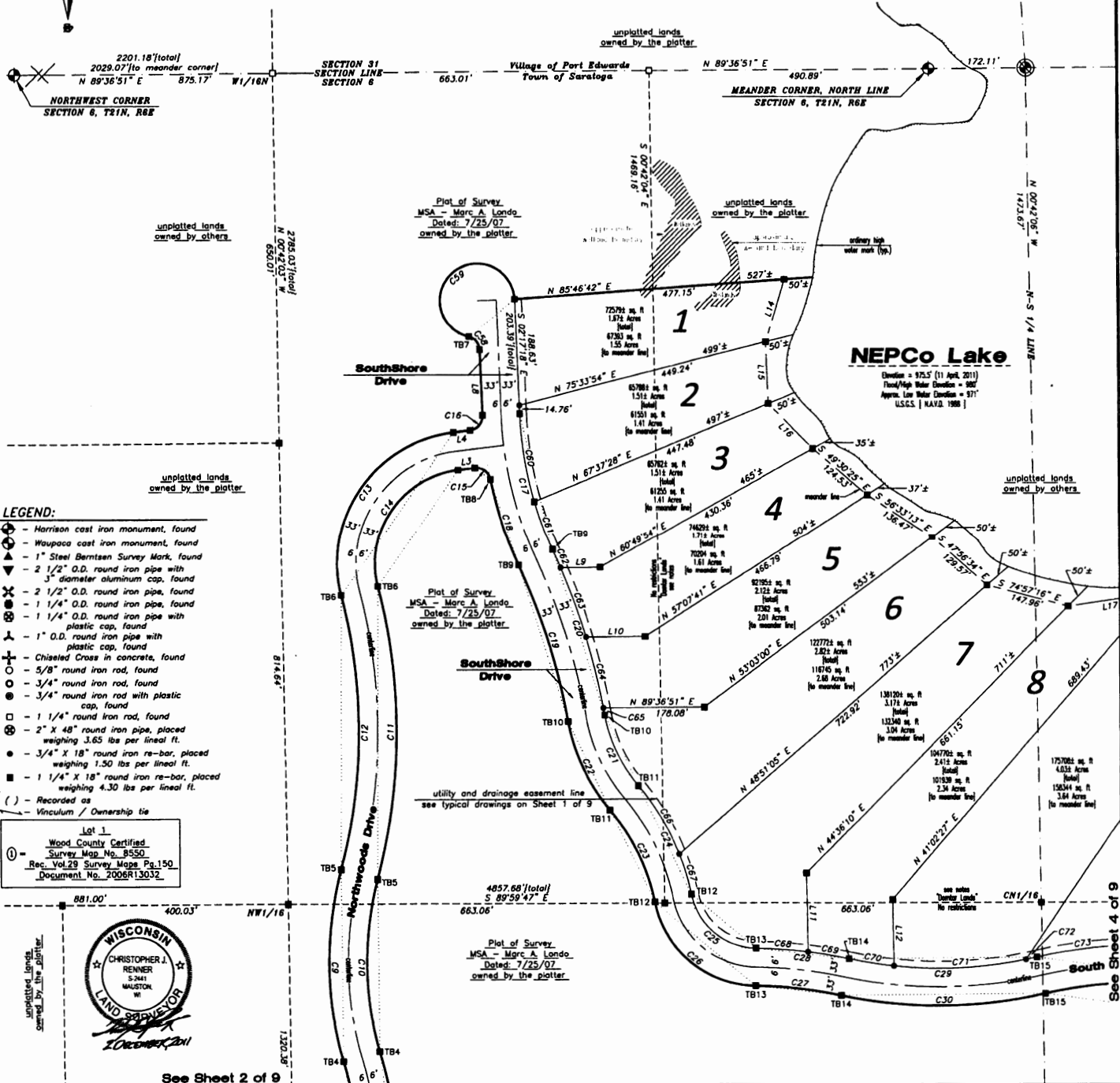
Lot 1  
Wood County Certified Survey Map No. 8550  
Rec. Vol. 29 Survey Maps Pg. 150  
Document No. 2006R13032

# Wood County Plat of South Shore at NEPCo Lake

The West line of the Northwest Quarter of Section 6, T21N, R6E was assigned a bearing of N 00°28'26" W as the basis of bearings on this plat.



Part of the Northwest Quarter of the Northwest Quarter and part of the Northeast Quarter of the Northwest Quarter of Section 5, part of the Southeast Quarter of the Northwest Quarter, part of the Southwest Quarter of the Northwest Quarter, part of the Northeast Quarter of the Northwest Quarter, part of the Southeast Quarter of the Northeast Quarter, part of the Southwest Quarter of the Northeast Quarter and part of the Northeast Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga and part of the Southeast Quarter of the Southwest Quarter of Section 32, Township 22 North, Range 6 East, Village of Port Edwards, all in Wood County, Wisconsin.  
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- ⊕ - Harrison cast iron monument, found
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  - ⊠ - 1" Steel Bernsten Survey Mark, found
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  - ( ) - Recorded as
  - - - - - Vinculum / Ownership tie
- Lot 1  
Wood County Certified Survey Map No. 8550  
Rec. Vol. 29 Survey Maps Pg. 150  
Document No. 2006R13032

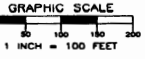


Wood County Plat of <b>South Shore at NEPCo Lake</b>		FILE: File	PROJECT NO. 0335083	NO. DATE	REVISION	BY
DRAWN BY: Renner		DATE: 7 Nov., 2011				
CHECKED BY: Rhinehart		SCALE: 1" = 100'				

**MSA**  
MUNICIPAL SURVEYING & ENGINEERING, INC.  
214 North Main Street, P.O. Box 349  
Fond du Lac, Wisconsin 53424  
920-239-3800 Fax: 920-338-8078  
© MSA Professional Services, Inc.

# Wood County Plat of South Shore at NEPCo Lake

The West line of the Northwest Quarter of Section 6, T21N, R6E was assigned a bearing of  $N 00^{\circ}20'20'' W$  as the basis of bearings on this plat.



Part of the Northwest Quarter of the Northwest Quarter and part of the Northeast Quarter of the Northwest Quarter of Section 5, part of the Southeast Quarter of the Northwest Quarter, part of the Southwest Quarter of the Northwest Quarter, part of the Northeast Quarter of the Northwest Quarter, part of the Southeast Quarter of the Northeast Quarter, part of the Southwest Quarter of the Northeast Quarter, part of the Northwest Quarter of the Northeast Quarter and part of the Northeast Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga and part of the Southeast Quarter of the Southwest Quarter of Section 32, Township 22 North, Range 6 East, Village of Port Edwards, all in Wood County, Wisconsin.

Including part 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 including part of Lot 1 of Wood County Certified Survey Map number 8550 as recorded in Volume 29 of Survey Maps on Page 150 as Document number 2006R13032. Also including part of Lot 1 of Wood County Certified Survey Map number 8551 as recorded in Volume 29 of Survey Maps on Page 151 as Document number 2006R13033.

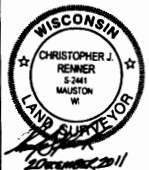
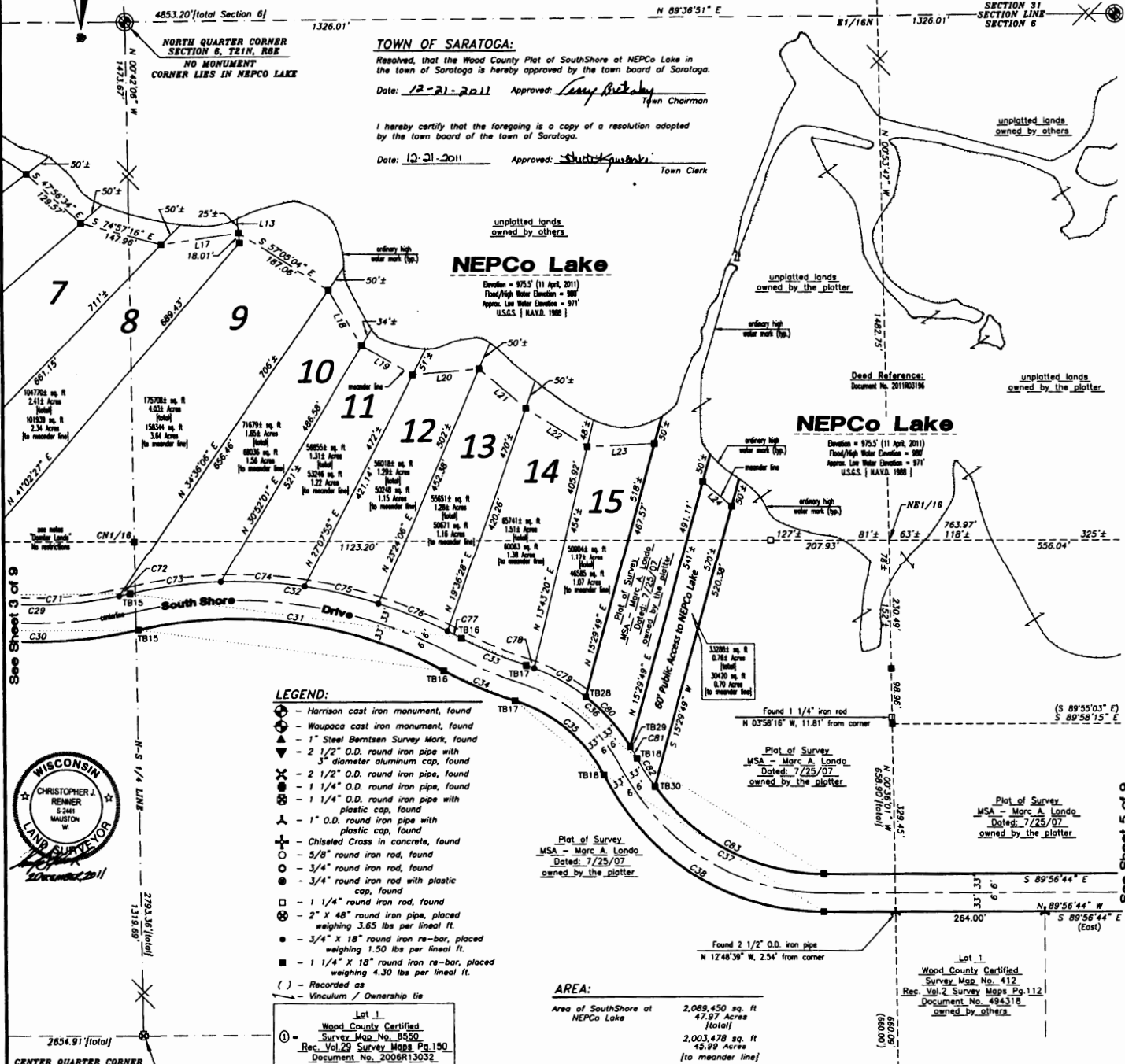
### TOWN OF SARATOGA:

Resolved, that the Wood County Plat of SouthShore at NEPCo Lake in the town of Saratoga is hereby approved by the town board of Saratoga.

Date: 12-21-2011 Approved: [Signature]  
Town Chairman

I hereby certify that the foregoing is a copy of a resolution adopted by the town board of the town of Saratoga.

Date: 12-21-2011 Approved: [Signature]  
Town Clerk

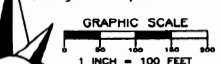


Lot 1, Wood County Certified Survey Map No. 8550, Rec. Vol. 29 Survey Maps Pg. 150, Document No. 2006R13032

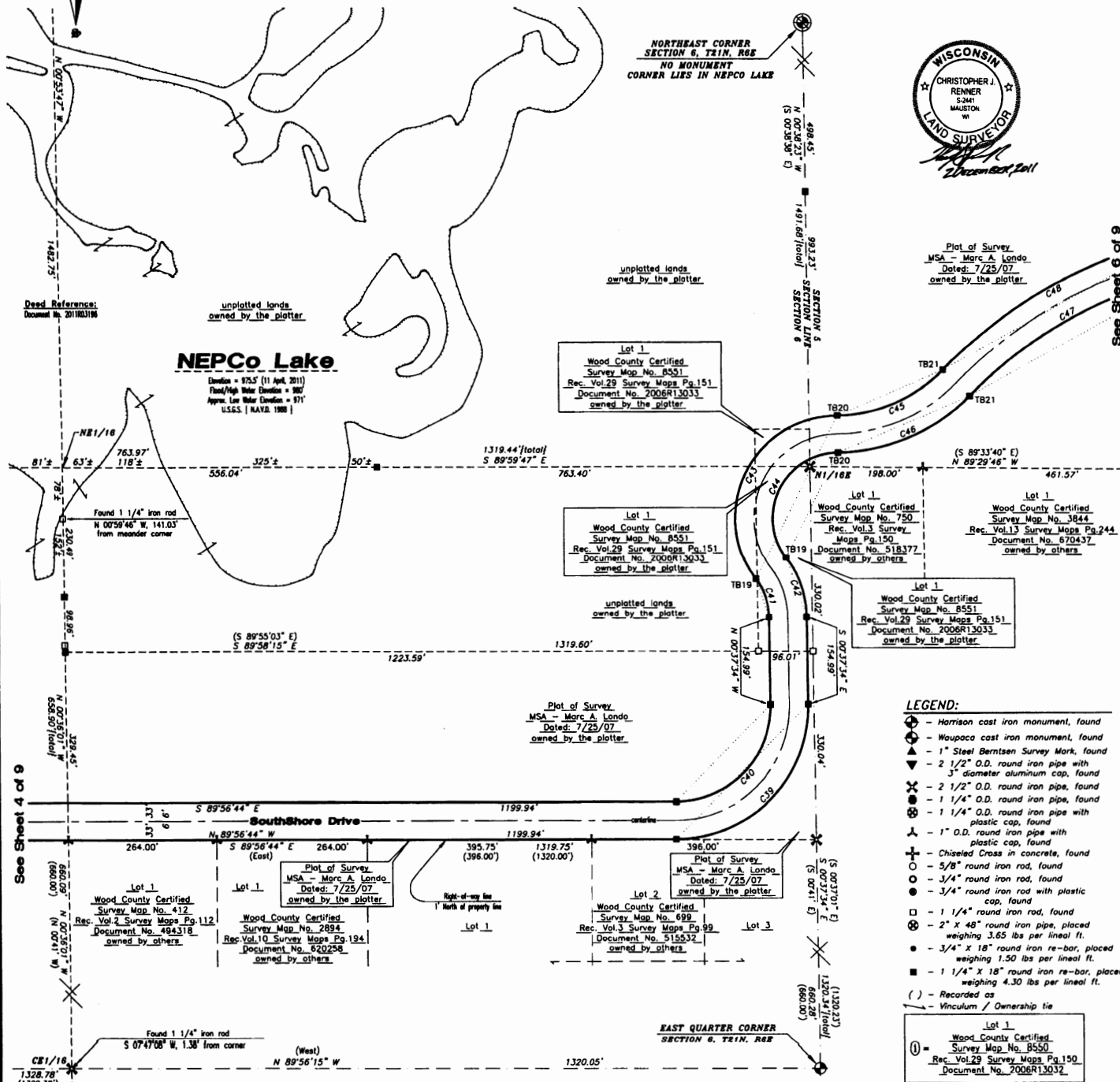


# Wood County Plat of South Shore at NEPCo Lake

The West line of the Northwest Quarter of Section 6, T21N, R6E was assigned a bearing of N 00°28'26" W as the basis of bearings on this plat.



Part of the Northwest Quarter of the Northwest Quarter and part of the Northeast Quarter of the Northwest Quarter of Section 5, part of the Southeast Quarter of the Northwest Quarter, part of the Southwest Quarter of the Northwest Quarter, part of the Northeast Quarter of the Northwest Quarter, part of the Southeast Quarter of the Northeast Quarter, part of the Southwest Quarter of the Northeast Quarter and part of the Northeast Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga and part of the Southeast Quarter of the Southwest Quarter of Section 32, Township 22 North, Range 6 East, Village of Port Edwards, all in Wood County, Wisconsin.  
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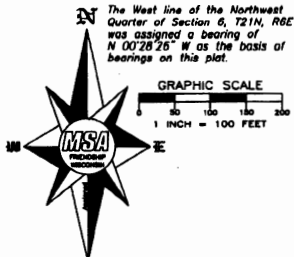
See Sheet 4 of 9

See Sheet 6 of 9

6 - 5 520258 0335085	Wood County Plat of <b>South Shore at NEPCo Lake</b>		FR: File	PROJECT NO: 0335085	NO. DATE	REVISION	BY
	DRAWN BY: Renner		DATE: 7 Nov., 2011	SCALE: 1" = 100'			
DESIGNED BY: Rhinehart							

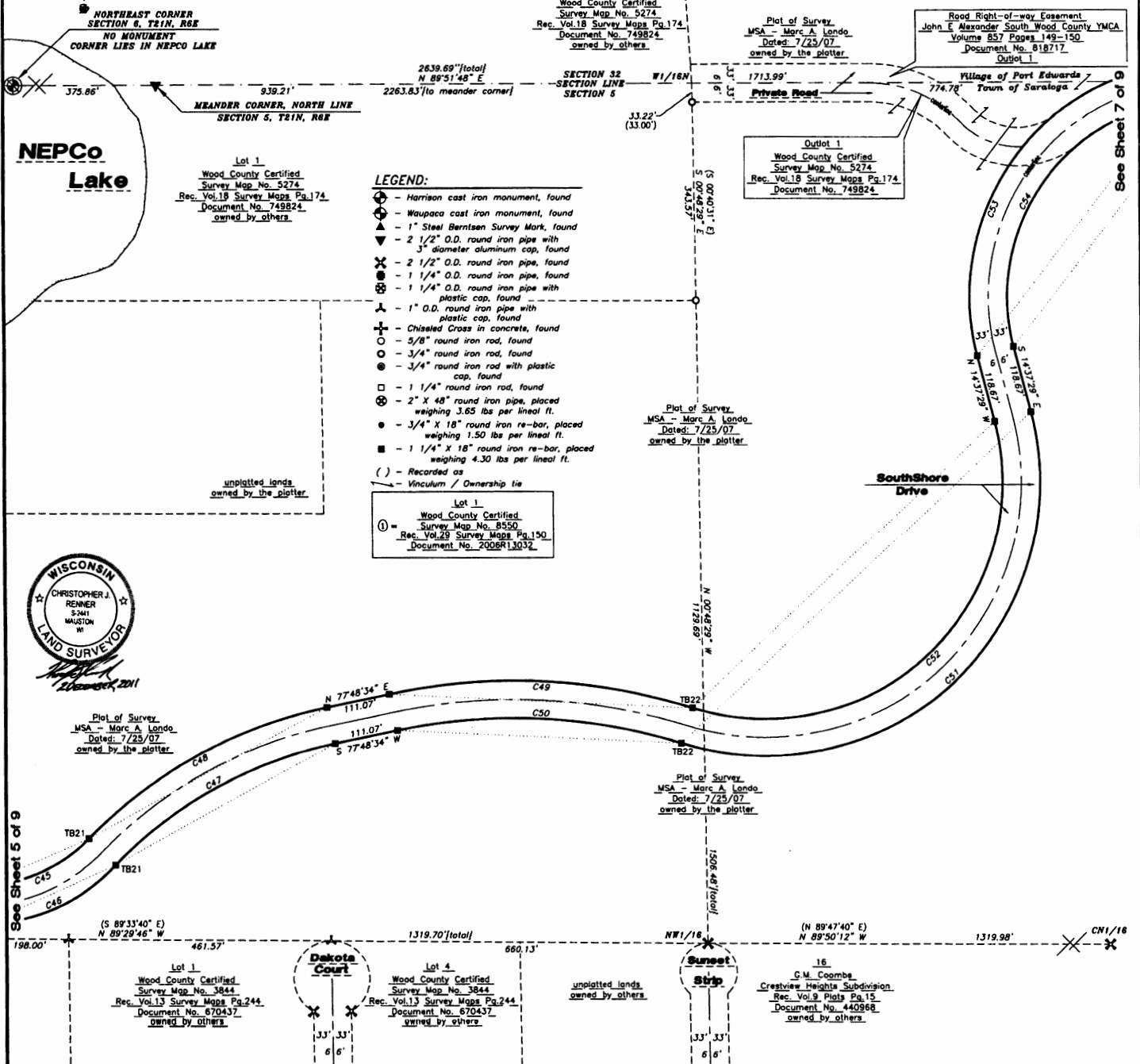
# Wood County Plat of South Shore at NEPCo Lake

The West line of the Northwest Quarter of Section 6, T21N, R6E was assigned a bearing of N 00°28'26" W as the basis of bearings on this plat.



Part of the Northwest Quarter of the Northwest Quarter and part of the Northeast Quarter of the Northwest Quarter of Section 5, part of the Southeast Quarter of the Northwest Quarter, part of the Southwest Quarter of the Northwest Quarter, part of the Northeast Quarter of the Northwest Quarter, part of the Southeast Quarter of the Northwest Quarter, part of the Southwest Quarter of the Northeast Quarter, part of the Northwest Quarter of the Northeast Quarter and part of the Northeast Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga and part of the Southeast Quarter of the Southwest Quarter of Section 32, Township 22 North, Range 6 East, Village of Port Edwards, all in Wood County, Wisconsin.

Including part 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 including part of Lot 1 of Wood County Certified Survey Map number 8550 as recorded in Volume 29 of Survey Maps on Page 150 as Document number 2006R13032.  
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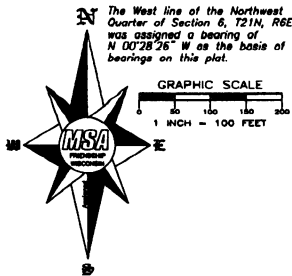
- LEGEND:**
- ⊙ - Harrison cast iron monument, found
  - ⊙ - Waupaca cast iron monument, found
  - ⊙ - 1" Steel Bernsen Survey Mark, found
  - ⊙ - 2 1/2" O.D. round iron pipe with 3" diameter aluminum cap, found
  - ⊙ - 2 1/2" O.D. round iron pipe, found
  - ⊙ - 1 1/4" O.D. round iron pipe, found
  - ⊙ - 1 1/4" O.D. round iron pipe with plastic cap, found
  - ⊙ - 1" O.D. round iron pipe with plastic cap, found
  - ⊙ - Chiseled Cross in concrete, found
  - ⊙ - 5/8" round iron rod, found
  - ⊙ - 3/4" round iron rod, found
  - ⊙ - 3/4" round iron rod with plastic cap, found
  - ⊙ - 1 1/4" round iron rod, found
  - ⊙ - 2" X 48" round iron pipe, placed weighing 3.65 lbs per lineal ft.
  - ⊙ - 3/4" X 18" round iron re-bar, placed weighing 1.50 lbs per lineal ft.
  - ⊙ - 1 1/4" X 18" round iron re-bar, placed weighing 4.30 lbs per lineal ft.
  - ( ) - Recorded as
  - Vinculum / Ownership tie



6 35085	<b>Wood County Plat of</b>		FILE	PROJECT NO. 0335085	NO.	DATE	REVISION	BY
	<b>South Shore at NEPCo Lake</b>		DRAWN BY: Renner	DATE: 7 Nov., 2011				
			DESIGNED BY: Rhinehart	SCALE: 1" = 100'				

**MSA** TRANSPORTATION • MUNICIPAL DEVELOPMENT • ENVIRONMENTAL  
214 North Street, P.O. Box 348  
Fond du Lac, Wisconsin 53434  
608-338-3000 Fax: 608-338-0078  
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# Wood County Plat of South Shore at NEPCo Lake



Part of the Northwest Quarter of the Northwest Quarter and part of the Northeast Quarter of the Northwest Quarter of Section 5, part of the Southeast Quarter of the Northwest Quarter, part of the Southwest Quarter of the Northwest Quarter, part of the Northeast Quarter of the Northwest Quarter, part of the Southeast Quarter of the Northeast Quarter, part of the Southwest Quarter of the Northeast Quarter and part of the Northeast Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga and part of the Southeast Quarter of the Southwest Quarter of Section 32, Township 22 North, Range 6 East, Village of Port Edwards, all in Wood County, Wisconsin.  
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Also including part of Lot 1 of Wood County Certified Survey Map number 8551 as recorded in Volume 29 of Survey Maps on Page 151 as Document number 2006R13033.

### LEGEND:

- ⊕ - Harrison cast iron monument, found
- ⊙ - Waupaca cast iron monument, found
- ▲ - 1" Steel Barmen Survey Mark, found
- ▼ - 2 1/2" O.D. round iron pipe with 3" diameter aluminum cap, found
- ⊗ - 2 1/2" O.D. round iron pipe, found
- ⊗ - 1 1/4" O.D. round iron pipe, found
- ⊗ - 1 1/4" O.D. round iron pipe with plastic cap, found
- ⊗ - 1" O.D. round iron pipe with plastic cap, found
- ⊕ - Chiseled Cross in concrete, found
- - 5/8" round iron rod, found
- - 3/4" round iron rod, found
- - 3/4" round iron rod with plastic cap, found
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- - 1 1/4" X 18" round iron re-bar, placed weighing 4.30 lbs per lineal ft.
- ( ) - Recorded as
- Vinculum / Ownership tie

### NOTES:

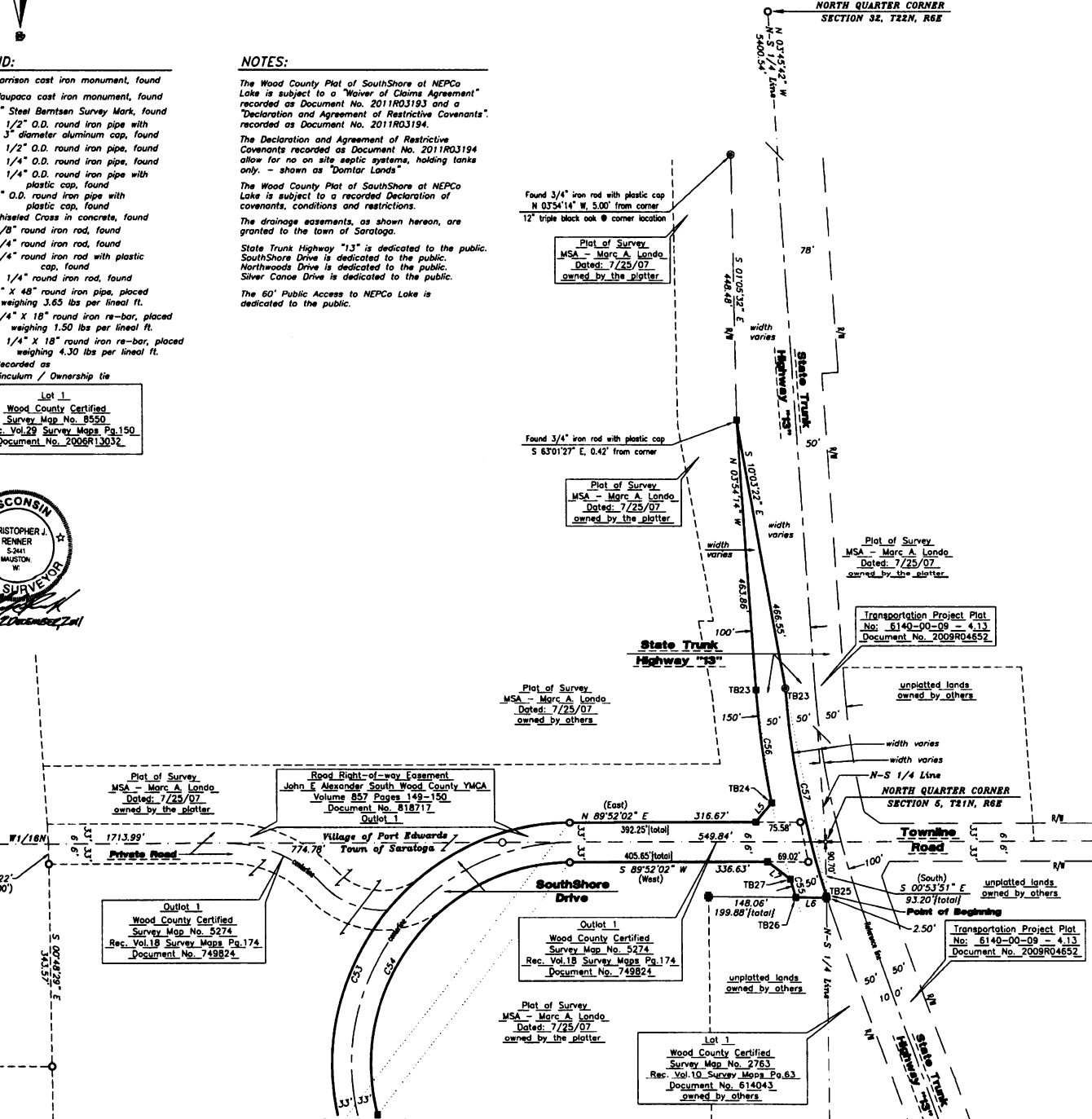
The Wood County Plat of SouthShore at NEPCo Lake is subject to a "Waiver of Claims Agreement" recorded as Document No. 2011R03193 and a "Declaration and Agreement of Restrictive Covenants" recorded as Document No. 2011R03194.  
The Declaration and Agreement of Restrictive Covenants recorded as Document No. 2011R03194 allow for no on site septic systems, holding tanks only. - shown as "Domtar Lands"  
The Wood County Plat of SouthShore at NEPCo Lake is subject to a recorded Declaration of covenants, conditions and restrictions.  
The drainage easements, as shown hereon, are granted to the town of Saratoga.  
State Trunk Highway "13" is dedicated to the public. SouthShore Drive is dedicated to the public. Northwoods Drive is dedicated to the public. Silver Canoe Drive is dedicated to the public.  
The 60' Public Access to NEPCo Lake is dedicated to the public.

Lot 1  
Wood County Certified  
Survey Map No. 8550  
Rec. Vol. 29 Survey Maps Pg. 150  
Document No. 2006R13032



See Sheet 6 of 9

See Sheet 6 of 9



## Wood County Plat of South Shore at NEPCo Lake

NO.	DATE	REVISION	BY
1	7 Nov., 2011		

**MSA** TRANSPORTATION • MUNICIPAL DEVELOPMENT • ENVIRONMENTAL  
314 North Main Street P.O. Box 348  
Fond du Lac, Wisconsin 53434  
800-338-3000 Fax: 920-338-8078  
© MSA Professional Services, Inc.

# Wood County Plat of South Shore at NEPCo Lake



Part of the Northwest Quarter of the Northwest Quarter and part of the Northeast Quarter of the Northwest Quarter of Section 5, part of the Southeast Quarter of the Northwest Quarter, part of the Southwest Quarter of the Northwest Quarter, part of the Northeast Quarter of the Northwest Quarter, part of the Southeast Quarter of the Northeast Quarter, part of the Southwest Quarter of the Northeast Quarter, part of the Northwest Quarter of the Northeast Quarter and part of the Northeast Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga and part of the Southeast Quarter of the Southwest Quarter of Section 32, Township 22 North, Range 6 East, Village of Port Edwards, all in Wood County, Wisconsin.  
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Also including part of Lot 1 of Wood County Certified Survey Map number 8551 as recorded in Volume 29 of Survey Maps on Page 151 as Document number 2006R13033.

**CORPORATE OWNER'S CERTIFICATE OF DEDICATION:**

Great Northern Timber Company, Limited Liability Company, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on the plat. I also certify that this plat is required by Sec. 236.10 or Sec. 236.12 to be submitted to the following for approval or objection:

**APPROVING AUTHORITIES:**  
The county of Wood:  
The town of Saratoga:  
The village of Port Edwards:

In witness whereof, the said Great Northern Timber Company, L.L.C. has caused these presents to be signed by its Authorized Representative. This 7th day of December, 2011.

In the presence of:  
Great Northern Timber Company, L.L.C.  
c/o Brad P. Pavloski  
P.O. Box 1027  
Wisconsin Rapids, WI. 54495-1027  
*Brad P. Pavloski*  
Authorized Representative

STATE OF WISCONSIN / Wood COUNTY/SS  
Personally came before me this 7th day of December 2011, the above named Brad P. Pavloski

to me known to be the person who executed the foregoing instrument and acknowledged the same.  
Notary Public, Wood County, Wisconsin  
Name: *Christopher J. Renner* my commission expires 8-5-12 Date

OWNER / SUBDIVIDER: Great Northern Timber Company L.L.C.  
c/o Brad and Pat Pavloski  
P.O. Box 1027  
Wisconsin Rapids, WI. 54495-1027  
(608) 565-3169  
fax: (608) 565-6141

**CONSENT OF CORPORATE MORTGAGEE:**

Nekoosa Port Edwards State Bank  
A corporation duly organized and existing under and by virtue of the Laws of the State of Wisconsin, mortgages of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of the Wood County Plat of SouthShore at NEPCo Lake. Great Northern Timber Company, L.L.C., owner.

In witness whereof, the said Nekoosa Port Edwards State Bank has caused these presents to be signed by Robb N. Sigler, its President and Donald R. Bay, its Vice-President at Nekoosa, Wisconsin and its corporate seal to be hereunto affixed. This 7th day of Dec., 2011.

In the presence of:  
Nekoosa Port Edwards State Bank  
405 Market Street P.O. Box 9  
Nekoosa, WI. 54457-0009  
*Robb N. Sigler* President  
*Donald R. Bay* Vice-President

STATE OF WISCONSIN / Wood COUNTY/SS  
Personally came before me this 7th day of December 2011, the above named Robb N. Sigler and Donald R. Bay

to me known to be the people who executed the foregoing instrument and to me known to be such President and Vice-President of said corporation and acknowledged that they executed the foregoing instrument as the deed of said corporation by its authority.  
Notary Public, Wood County, Wisconsin  
Name: *Christopher J. Renner* my commission expires 8-5-12 Date

**VILLAGE OF PORT EDWARDS:**

**EXTRATERRITORIAL PLAT APPROVAL CERTIFICATE:**

Resolved, that the Wood County Plat of SouthShore at NEPCo Lake in the town of Saratoga is hereby approved by the village board of Port Edwards.

Date: 1-10-2012 Approved: *J. J. J.* Village President

I hereby certify that the foregoing is a copy of a resolution adopted by the village board of the village of Port Edwards.

Date: 1-10-2012 Approved: *J. J. J.* Village Clerk

**VILLAGE OF PORT EDWARDS PLAN COMMISSION:**

The village of Port Edwards does hereby certify that the Wood County Plat of SouthShore at NEPCo Lake be and hereby is approved in compliance with the Village of Port Edwards Subdivision and Platting Ordinances.

Date: 2/1/12 Approved: *J. J. J.* Village President

Date: *J. J. J.* Village Clerk

Date: *J. J. J.* Director of Public Works

**VILLAGE OF PORT EDWARDS:**

Resolved, that the Wood County Plat of SouthShore at NEPCo Lake in the village of Port Edwards is hereby approved by the village board of the village of Port Edwards.

Date: 1-10-2012 Approved: *J. J. J.* Village President

I hereby certify that the foregoing is a copy of a resolution adopted by the village board of the village of Port Edwards.

Date: 1-10-2012 Approved: *J. J. J.* Village Clerk

**CERTIFICATE OF TAXES PAID:**

**TREASURER'S CERTIFICATE:**

We, being duly elected, qualified and acting treasurers of the town of Saratoga, the village of Port Edwards and the county of Wood do hereby certify that the records in our offices show no unredemmed tax sales, unpaid taxes or unpaid special assessments affecting any of the lands included in this plat as of the dates listed below.

Date: 12-21-2011 *Robin M. Keaton* Town Treasurer

Date: 1-10-2012 *J. J. J.* Village Treasurer

Date: 12/28/2011 *Kevin J. Kubank* County Treasurer

**WOOD COUNTY PLANNING AND ZONING COMMITTEE APPROVAL:**

Resolved, that the Wood County Plat of SouthShore at NEPCo Lake is hereby approved by the Wood County Planning and Zoning Committee on:

Date: 12-28-2011 *Jan R. Koenig* Plat Review Officer

I hereby certify that the foregoing is approved by the Wood County Planning and Zoning Committee on:

Date: 12-28-2011 *Christina Caputo* County Clerk

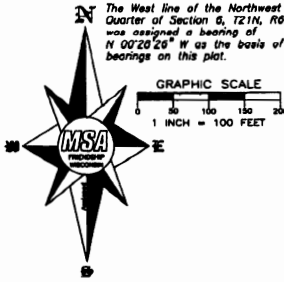
**COUNTY OF WOOD:**

The County of Wood does hereby certify that the Wood County Plat of SouthShore at NEPCo Lake be and hereby is approved in compliance with the Wood County Land Subdivision Ordinances.

Date: 12-28-2011 *Jan R. Koenig* Plat Review Officer



# Wood County Plat of South Shore at NEPCO Lake



Part of the Northwest Quarter of the Northwest Quarter and part of the Northeast Quarter of the Northwest Quarter of Section 5, part of the Southeast Quarter of the Northwest Quarter, part of the Southwest Quarter of the Northwest Quarter, part of the Northeast Quarter of the Northwest Quarter, part of the Southeast Quarter of the Northeast Quarter, part of the Southwest Quarter of the Northeast Quarter, part of the Northwest Quarter of the Northeast Quarter and part of the Northeast Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga and part of the Southeast Quarter of the Southwest Quarter of Section 32, Township 22 North, Range 6 East, Village of Port Edwards, all in Wood County, Wisconsin.  
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Also including part of Lot 1 of Wood County Certified Survey Map number 8551 as recorded in Volume 29 of Survey Maps on Page 151 as Document number 2006R13033.

## SURVEYOR'S CERTIFICATE:

I, Christopher J. Renner, Registered Land Surveyor, hereby certify that I have surveyed, divided and mapped the Wood County plat of South Shore at NEPCO Lake, being part of the Northwest Quarter of the Northwest Quarter and part of the Northeast Quarter of the Northwest Quarter of Section 5, part of the Southeast Quarter of the Northwest Quarter, part of the Southwest Quarter of the Northwest Quarter, part of the Northeast Quarter of the Northwest Quarter, part of the Southeast Quarter of the Northeast Quarter, part of the Southwest Quarter of the Northeast Quarter, part of the Northwest Quarter of the Northeast Quarter and part of the Northeast Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, and part of the Southeast Quarter of the Southwest Quarter of Section 32, Township 22 North, Range 6 East, Village of Port Edwards, all in Wood County, Wisconsin, including part 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 including part of Lot 1 of Wood County Certified Survey Map number 8550 as recorded in Volume 29 of Survey Maps on Page 150 as Document number 2006R13032, also including part of Lot 1 of Wood County Certified Survey Map number 8551 as recorded in Volume 29 of Survey Maps on Page 151 as Document number 2006R13033, bounded and described as follows:

Commencing at the North corner of said Section 5, thence S 00°33'31" E a distance of 90.70 feet to the Westery right-of-way line of State Trunk Highway "J", and the POINT OF BEGINNING, thence continuing S 00°33'31" E along said North-South Quarter line a distance of 2.50 feet to the Northern corner of Lot 1 of Wood County Certified Survey Map number 2763, thence N 89°38'01" W a distance of 31.62 feet to a non-tangent curve to the right which has a radius of 1532.38 feet, thence along the arc of said curve a distance of 31.69 feet, thence N 52°52'50" W a distance of 47.99 feet to the Southern line of Outlot 1 of Wood County Certified Survey Map number 5274, thence S 89°52'02" W along said South line a distance of 135.63 feet to a curve to the left which has a radius of 342.00 feet, a delta angle of 104°29'31" and a chord that bears S 37°37'16.5" W a distance of 540.80 feet, thence along the arc of said curve, the Southern line of said Outlot 1 and an extension thereof a distance of 623.72 feet, thence S 14°37'29" E a distance of 118.87 feet to a curve to the right which has a radius of 483.00 feet, a delta angle of 122°17'50" and a chord that bears S 46°31'26" W a distance of 846.09 feet, thence along the arc of said curve a distance of 1030.98 feet to a curve to the left which has a radius of 967.00 feet, a delta angle of 29°51'49" and a chord that bears N 87°15'32.5" W a distance of 498.32 feet, thence along the arc of said curve a distance of 504.01 feet, thence S 77°48'34" W a distance of 111.07 feet to a curve to the left which has a radius of 767.00 feet, a delta angle of 33°27'16" and a chord that bears S 61°04'56" W a distance of 441.51 feet, thence along the arc of said curve a distance of 442.84 feet to a curve to the right which has a radius of 333.00 feet, a delta angle of 44°40'13" and a chord that bears S 68°41'24.5" W a distance of 253.10 feet, thence along the arc of said curve a distance of 256.62 feet to a curve to the left which has a radius of 1112.00 feet, a delta angle of 125°28'34" and a chord that bears S 26°17'14" W a distance of 208.01 feet, thence along the arc of said curve a distance of 256.23 feet to a curve to the right which has a radius of 183.00 feet, a delta angle of 35°49'29" and a chord that bears S 18°32'18.5" E a distance of 116.97 feet, thence along the arc of said curve a distance of 14.42 feet, thence S 00°37'34" E a distance of 154.89 feet to a curve to the right which has a radius of 233.00 feet, a delta angle of 90°40'50" and a chord that bears S 44°42'51" W a distance of 136.76 feet, thence along the arc of said curve a distance of 368.76 feet, thence N 89°56'44" W a distance of 1199.94 feet to a curve to the right which has a radius of 433.00 feet, a delta angle of 63°03'57" and a chord that bears N 58°24'45.5" W a distance of 452.91 feet, thence along the arc of said curve a distance of 476.62 feet to a curve to the left which has a radius of 167.00 feet, a delta angle of 45°19'14" and a chord that bears N 49°32'24" W a distance of 203.73 feet, thence along the arc of said curve a distance of 211.20 feet to a curve to the right which has a radius of 726.72 feet, thence along the arc of said curve a distance of 476.62 feet, thence S 136.72 feet, thence along the arc of said curve a distance of 136.92 feet to a curve to the left which has a radius of 767.00 feet, a delta angle of 41°27'06" and a chord that bears N 82°07'51" W a distance of 542.88 feet, thence along the arc of said curve a distance of 554.90 feet to a curve to the right which has a radius of 833.00 feet, a delta angle of 24°58'39" and a chord that bears S 89°37'55.5" W a distance of 360.27 feet, thence along the arc of said curve a distance of 363.14 feet to a curve to the left which has a radius of 767.00 feet, a delta angle of 1°16'58" and a chord that bears N 83°31'14" W a distance of 150.80 feet, thence along the arc of said curve a distance of 151.04 feet to a curve to the right which has a radius of 183.00 feet, a delta angle of 77°39'07" and a chord that bears N 50°22'09.5" W a distance of 229.30 feet, thence along the arc of said curve a distance of 242.89 feet to a curve to the left which has a radius of 367.00 feet, a delta angle of 25°21'05" and a chord that bears N 25°45'08.5" W a distance of 178.75 feet, thence along the arc of said curve a distance of 181.60 feet to a curve to the right which has a radius of 333.00 feet, a delta angle of 30°00'31" and a chord that bears N 24°55'39.5" W a distance of 172.38 feet, thence along the arc of said curve a distance of 174.36 feet to a curve to the left which has a radius of 1167.00 feet, a delta angle of 14°19'59" and a chord that bears N 17°05'37.5" W a distance of 291.18 feet, thence along the arc of said curve a distance of 291.94 feet to a curve to the right which has a radius of 710.38 feet, a delta angle of 125°28'29" and a chord that bears N 17°47'52.5" W a distance of 159.91 feet, thence along the arc of said curve a distance of 160.25 feet to a curve to the left which has a radius of 25.00 feet, a delta angle of 82°28'32" and a chord that bears N 54°04'25.5" W a distance of 33.81 feet, thence along the arc of said curve a distance of 37.30 feet, thence S 83°11'17" W a distance of 29.86 feet to a curve to the left which has a radius of 167.00 feet, a delta angle of 97°13'25" and a chord that bears S 34°34'34.5" W a distance of 146.50 feet, thence along the arc of said curve a distance of 151.65 feet to a curve to the right which has a radius of 233.00 feet, a delta angle of 51°38'38" and a chord that bears N 62°39'19" E a distance of 202.98 feet, thence along the arc of said curve a distance of 210.02 feet, thence N 88°28'38" E a distance of 138.60 feet to a curve to the left which has a radius of 25.00 feet, a delta angle of 93°31'48" and a chord that bears N 10°27'06.5" W a distance of 181.97 feet, thence along the arc of said curve a distance of 182.24 feet to a curve to the right which has a radius of 633.00 feet, a delta angle of 30°51'22" and a chord that bears N 00°29'05.5" E a distance of 336.79 feet, thence along the arc of said curve a distance of 340.90 feet to a curve to the left which has a radius of 29°22'27" and a chord that bears N 00°29'05.5" E a distance of 484.90 feet, thence along the arc of said curve a distance of 480.13 feet to a curve to the right which has a radius of 233.00 feet, a delta angle of 85°28'55" and a chord that bears W 40°28'59.5" E a distance of 33.93 feet, thence along the arc of said curve a distance of 37.30 feet, thence N 02°17'18" W a distance of 115.89 feet to a curve to the left which has a radius of 25.00 feet, a delta angle of 74°03'16" and a chord that bears N 39°18'56" W a distance of 30.11 feet, thence along the arc of said curve a distance of 32.31 feet to a curve to the right which has a radius of 66.00 feet, a delta angle of 254°03'16" and a chord that bears N 50°41'04" E a distance of 105.38 feet, thence along the arc of said curve a distance of 292.65 feet, thence N 85°46'42" E a distance of 47.15 feet to a meander line of NEPCO Lake, thence the following bearings and distances along said meander line: S 15°35'45" W a distance of 116.47 feet, thence S 02°09'20" E a distance of 109.55 feet, thence S 44°50'01" E a distance of 110.00 feet, thence S 49°30'25" E a distance of 120.13 feet, thence S 56°33'11" E a distance of 167 feet, thence S 47°52'34" E a distance of 129.57 feet, thence S 74°57'16" E a distance of 147.96 feet, thence N 81°28'17" E a distance of 138.71 feet, thence S 57°05'04" E a distance of 187.06 feet, thence S 30°33'22" E a distance of 113.79 feet, thence S 59°58'56" E a distance of 103.39 feet, thence N 84°58'10" E a distance of 117.42 feet, thence S 50°17'01" E a distance of 107.64 feet, thence S 57°44'59" E a distance of 127.92 feet, thence N 87°28'55" E a distance of 119.39 feet, thence departing from said meander line: S 15°29'49" W a distance of 167.57 feet to a non-tangent curve to the right which has a radius of 333.00 feet, a delta angle of 20°40'01" and a chord that bears S 41°18'59" E a distance of 118.49 feet, thence along the arc of said curve a distance of 120.14 feet, thence N 15°29'49" E a distance of 491.11 feet to a meander line of NEPCO Lake, thence the following bearings and distances along said meander line: S 15°29'49" E a distance of 520.38 feet to a non-tangent curve to the left which has a radius of 367.00 feet, a delta angle of 53°48'34" and a chord that bears S 83°02'27" E a distance of 332.14 feet, thence along the arc of said curve a distance of 344.67 feet, thence S 89°56'44" E a distance of 1199.94 feet to a curve to the left which has a radius of 167.00 feet, a delta angle of 90°40'50" and a chord that bears N 44°42'51" E a distance of 237.57 feet, thence along the arc of said curve a distance of 264.31 feet, thence S 89°56'44" E a distance of 154.89 feet to a curve to the left which has a radius of 117.00 feet, a delta angle of 35°49'29" and a chord that bears N 18°32'18.5" W a distance of 71.97 feet, thence along the arc of said curve a distance of 73.16 feet to a curve to the right which has a radius of 183.00 feet, a delta angle of 125°28'34" and a chord that bears N 49°32'24" W a distance of 203.73 feet, thence along the arc of said curve a distance of 400.76 feet to a curve to the left which has a radius of 267.00 feet, a delta angle of 44°40'13" and a chord that bears N 68°41'24.5" E a distance of 202.93 feet, thence along the arc of said curve a distance of 206.17 feet to a curve to the right which has a radius of 833.00 feet, a delta angle of 33°27'16" and a chord that bears N 61°04'56" E a distance of 479.50 feet, thence along the arc of said curve a distance of 486.38 feet, thence N 77°48'34" E a distance of 111.07 feet to a curve to the right which has a radius of 1033.00 feet, a delta angle of 29°51'47" and a chord that bears S 87°15'32.5" E a distance of 532.34 feet, thence along the arc of said curve a distance of 538.41 feet to a curve to the left which has a radius of 417.00 feet, a delta angle of 122°17'50" and a chord that bears N 46°31'26" E a distance of 730.48 feet, thence along the arc of said curve a distance of 690.08 feet, thence N 14°37'29" W a distance of 118.87 feet to an extension of the North line of Outlot 1 of Wood County Certified Survey Map number 5274 and a curve to the right which has a radius of 408.00 feet, a delta angle of 104°29'31" and a chord that bears N 37°37'16.5" W a distance of 540.80 feet, thence along the North line of said Outlot 1, an extension thereof and the arc of said curve a distance of 744.08 feet, thence N 89°52'02" E along the North line of said Outlot 1 a distance of 316.67 feet, thence N 39°02'32" E a distance of 42.94 feet to a non-tangent curve to the right which has a radius of 1532.39 feet, a delta angle of 07°21'12" and a chord that bears N 07°34'50" W a distance of 196.53 feet, thence along the arc of said curve a distance of 196.67 feet, thence N 03°54'14" W a distance of 463.86 feet to the Westery right-of-way line of State Trunk Highway "J", thence S 10°03'22" E along said Westery right-of-way line a distance of 361.17 feet to a non-tangent curve to the left which has a radius of 1482.39 feet, a delta angle of 13°59'39" and a chord that bears S 10°54'03.5" E a distance of 361.17 feet, thence along said Westery right-of-way line and the arc of said curve a distance of 362.07 feet to the North-South Quarter line of said Section 5 and the POINT OF BEGINNING.

along the North line of said Lot 1 and an extension thereof a distance of 489.27 feet to a curve to the left which has a radius of 167.00 feet, a delta angle of 52°03'11" and a chord that bears N 62°50'55.5" E a distance of 146.50 feet, thence along the arc of said curve a distance of 151.65 feet to a curve to the right which has a radius of 233.00 feet, a delta angle of 51°38'38" and a chord that bears N 62°39'19" E a distance of 202.98 feet, thence along the arc of said curve a distance of 210.02 feet, thence N 88°28'38" E a distance of 138.60 feet to a curve to the left which has a radius of 25.00 feet, a delta angle of 93°31'48" and a chord that bears N 10°27'06.5" W a distance of 181.97 feet, thence along the arc of said curve a distance of 182.24 feet to a curve to the right which has a radius of 633.00 feet, a delta angle of 30°51'22" and a chord that bears N 00°29'05.5" E a distance of 336.79 feet, thence along the arc of said curve a distance of 340.90 feet to a curve to the left which has a radius of 29°22'27" and a chord that bears N 00°29'05.5" E a distance of 484.90 feet, thence along the arc of said curve a distance of 480.13 feet to a curve to the right which has a radius of 233.00 feet, a delta angle of 85°28'55" and a chord that bears W 40°28'59.5" E a distance of 33.93 feet, thence along the arc of said curve a distance of 37.30 feet, thence N 02°17'18" W a distance of 115.89 feet to a curve to the left which has a radius of 25.00 feet, a delta angle of 74°03'16" and a chord that bears N 39°18'56" W a distance of 30.11 feet, thence along the arc of said curve a distance of 32.31 feet to a curve to the right which has a radius of 66.00 feet, a delta angle of 254°03'16" and a chord that bears N 50°41'04" E a distance of 105.38 feet, thence along the arc of said curve a distance of 292.65 feet, thence N 85°46'42" E a distance of 47.15 feet to a meander line of NEPCO Lake, thence the following bearings and distances along said meander line: S 15°35'45" W a distance of 116.47 feet, thence S 02°09'20" E a distance of 109.55 feet, thence S 44°50'01" E a distance of 110.00 feet, thence S 49°30'25" E a distance of 120.13 feet, thence S 56°33'11" E a distance of 167 feet, thence S 47°52'34" E a distance of 129.57 feet, thence S 74°57'16" E a distance of 147.96 feet, thence N 81°28'17" E a distance of 138.71 feet, thence S 57°05'04" E a distance of 187.06 feet, thence S 30°33'22" E a distance of 113.79 feet, thence S 59°58'56" E a distance of 103.39 feet, thence N 84°58'10" E a distance of 117.42 feet, thence S 50°17'01" E a distance of 107.64 feet, thence S 57°44'59" E a distance of 127.92 feet, thence N 87°28'55" E a distance of 119.39 feet, thence departing from said meander line: S 15°29'49" W a distance of 167.57 feet to a non-tangent curve to the right which has a radius of 333.00 feet, a delta angle of 20°40'01" and a chord that bears S 41°18'59" E a distance of 118.49 feet, thence along the arc of said curve a distance of 120.14 feet, thence N 15°29'49" E a distance of 491.11 feet to a meander line of NEPCO Lake, thence the following bearings and distances along said meander line: S 15°29'49" E a distance of 520.38 feet to a non-tangent curve to the left which has a radius of 367.00 feet, a delta angle of 53°48'34" and a chord that bears S 83°02'27" E a distance of 332.14 feet, thence along the arc of said curve a distance of 344.67 feet, thence S 89°56'44" E a distance of 1199.94 feet to a curve to the left which has a radius of 167.00 feet, a delta angle of 90°40'50" and a chord that bears N 44°42'51" E a distance of 237.57 feet, thence along the arc of said curve a distance of 264.31 feet, thence S 89°56'44" E a distance of 154.89 feet to a curve to the left which has a radius of 117.00 feet, a delta angle of 35°49'29" and a chord that bears N 18°32'18.5" W a distance of 71.97 feet, thence along the arc of said curve a distance of 73.16 feet to a curve to the right which has a radius of 183.00 feet, a delta angle of 125°28'34" and a chord that bears N 49°32'24" W a distance of 203.73 feet, thence along the arc of said curve a distance of 400.76 feet to a curve to the left which has a radius of 267.00 feet, a delta angle of 44°40'13" and a chord that bears N 68°41'24.5" E a distance of 202.93 feet, thence along the arc of said curve a distance of 206.17 feet to a curve to the right which has a radius of 833.00 feet, a delta angle of 33°27'16" and a chord that bears N 61°04'56" E a distance of 479.50 feet, thence along the arc of said curve a distance of 486.38 feet, thence N 77°48'34" E a distance of 111.07 feet to a curve to the right which has a radius of 1033.00 feet, a delta angle of 29°51'47" and a chord that bears S 87°15'32.5" E a distance of 532.34 feet, thence along the arc of said curve a distance of 538.41 feet to a curve to the left which has a radius of 417.00 feet, a delta angle of 122°17'50" and a chord that bears N 46°31'26" E a distance of 730.48 feet, thence along the arc of said curve a distance of 690.08 feet, thence N 14°37'29" W a distance of 118.87 feet to an extension of the North line of Outlot 1 of Wood County Certified Survey Map number 5274 and a curve to the right which has a radius of 408.00 feet, a delta angle of 104°29'31" and a chord that bears N 37°37'16.5" W a distance of 540.80 feet, thence along the North line of said Outlot 1, an extension thereof and the arc of said curve a distance of 744.08 feet, thence N 89°52'02" E along the North line of said Outlot 1 a distance of 316.67 feet, thence N 39°02'32" E a distance of 42.94 feet to a non-tangent curve to the right which has a radius of 1532.39 feet, a delta angle of 07°21'12" and a chord that bears N 07°34'50" W a distance of 196.53 feet, thence along the arc of said curve a distance of 196.67 feet, thence N 03°54'14" W a distance of 463.86 feet to the Westery right-of-way line of State Trunk Highway "J", thence S 10°03'22" E along said Westery right-of-way line a distance of 361.17 feet to a non-tangent curve to the left which has a radius of 1482.39 feet, a delta angle of 13°59'39" and a chord that bears S 10°54'03.5" E a distance of 361.17 feet, thence along said Westery right-of-way line and the arc of said curve a distance of 362.07 feet to the North-South Quarter line of said Section 5 and the POINT OF BEGINNING.

I further certify that this plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made, that I have made such survey, land division and plat by the direction of the action of said land, that I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the Town of Saratoga, Village of Port Edwards and the County of Wood in surveying, dividing and mapping the same.

Dated this 2<sup>nd</sup> day of DECEMBER, 2011

Christopher J. Renner R.L.S. S-2441  
SURVEYOR: MSA PROFESSIONAL SERVICES, INC.  
Christopher J. Renner  
514 North Main Street  
P.O. Box 349  
Friendship, WI. 53934  
(608) 339-3808  
fax: (608) 339-8078



6	6	SPROSET	DATE	Wood County Plat of		P.L. FILE	PROJECT NO. 0335085	NO. DATE	REASON	BY	MSA	TRANSPORTATION • MUNICIPAL DEVELOPMENT • ENVIRONMENTAL
				South Shore at NEPCO Lake								

**EXHIBIT C**  
**(Legal Description of Lands)**

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**

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.

**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), "SouthShore Drive" (Public Road) and Lots 7, 8, 9 and 10 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 Lot 4 of Wood County Certified Survey Map No. 9488 as recorded in Volume 33 of Survey Maps on Page 188 as Document Number 2012R07688.

**AND**

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

EXCEPT "Northwoods Drive" (Public Road), "SouthShore Drive" (Public Road) and Lots 4, 5, 6, 7, 8 and 9 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 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 which includes

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.

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

**AND**



Lot 4 of Wood County Certified Survey Map No. 9488 as recorded in Volume 33 of Survey Maps on Page 188 as Document Number 2012R07688. Located in the Northwest Quarter of the Northwest Quarter of Section 5, the Northeast Quarter of the Northeast Quarter, the Southeast Quarter of the Northeast Quarter, the Southwest Quarter of the Northeast 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 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 the Common Area of Point Cove Condominium Addendum #3 recorded in Volume 1 of Condominium Plats at Page 50 as Document number 2014R04553, Fourth Amendment to Declaration of Condominium for Point Cove Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2014R04552. Created by Declaration of Condominium for Point Cove Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R08477 and Point Cove Condominium recorded in Volume 1 of Condominium Plats at Page 41 as Document number 2012R08478. 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.

**AND**

Part of the Southwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin lying Southerly of "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.

EXCEPT Lot 4 of Wood County Certified Survey Map No. 9488 as recorded in Volume 33 of Survey Maps on Page 188 as Document Number 2012R07688.

ALSO 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 the Common Area of Point Cove Condominium Addendum #3 recorded in Volume 1 of Condominium Plats at Page 50 as Document number 2014R04553, Fourth Amendment to Declaration of Condominium for Point Cove Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2014R04552. Created by Declaration of Condominium for Point Cove Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R08477 and Point Cove Condominium recorded in Volume 1 of Condominium Plats at Page 41 as Document number 2012R08478. 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.

ALSO EXCEPT the Common Area of Beach Bay Condominium recorded in Volume 1 of Condominium Plats at 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.

**AND**

The Northwest Quarter of the Northwest Quarter of Section 5, 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 Lot 1 of Wood County Certified Survey Map No. 5274 as recorded in Volume 18 of Survey Maps on Page 174 as Document Number 749824.

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.

ALSO EXCEPT 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 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.

ALSO EXCEPT part of the Northwest 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 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 58.71 feet to a non-tangent curve to the left which has a radius of 338.00 feet, a delta angle of 18°33'58" and a chord that bears N 53°38'17" E a distance of 109.05 feet, thence along the arc of said curve a

distance of 109.52 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 428.56 feet to the *POINT OF BEGINNING*.

**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**

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.

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.