

DECLARATION OF CONDOMINIUM
FOR
BEACH BAY CONDOMINIUM
TOWN OF SARATOGA, WOOD COUNTY,
WISCONSIN

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Attn.: Michael D. Orgeman
111 East Wisconsin Avenue, Suite 1800
Milwaukee, Wisconsin 53202

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30.00 P Great Northern Timber Co

DECLARATION OF CONDOMINIUM

FOR

**BEACH BAY CONDOMINIUM
TOWN OF SARATOGA
WOOD COUNTY, WISCONSIN**

Declarant

**Great Northern Timber Company, LLC
P.O. Box 1027
Wisconsin Rapids, WI 54495-1027**

Prepared By

**Michael D. Orgeman
Lichtsinn & Haensel, s.c.
111 E. Wisconsin Ave., Suite 1800
Milwaukee, WI 53202**

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DECLARATION OF CONDOMINIUM
FOR
BEACH BAY CONDOMINIUM

Great Northern Timber Company, LLC, a Wisconsin limited liability company, ("Declarant"), hereby declares that the real estate described in Section 1 of this Declaration ("Declaration") is owned by the Declarant and is subject to the Wisconsin Condominium Ownership Act ("Act"). The real estate shall be known and described as Beach Bay Condominium ("Condominium"). The Condominium's address shall be South Shore Drive, Town of Saratoga, Wood County, Wisconsin.

NO BUILDING OR IMPROVEMENT TO A UNIT SHALL BE CONSTRUCTED WITHOUT THE PRIOR WRITTEN CONSENT OF THE ARCHITECTURAL CONTROL COMMITTEE AS SET FORTH IN SECTION 18 OF THIS DECLARATION.

1. DESCRIPTION OF LAND

The land which is the subject of this Declaration is located in the Town of Saratoga, Wood County, Wisconsin, and is more particularly described in the legal description contained in Exhibit A which is attached to this Declaration and incorporated by reference herein.

2. DEFINITIONS

Unless otherwise specifically stated, the following terms as used in this Declaration shall be defined as follows:

A. "Association" shall mean the Beach Bay Condominium Owner's Association, Inc., a corporation formed under Chapter 181 of the Wisconsin Statutes, its successors and assigns.

B. "Common Elements" shall generally refer to all common areas and facilities contained within the Condominium, but excluding the Units.

C. "Declarant" shall mean Great Northern Timber Company, LLC, a limited liability company organized under Chapter 183 of the Wisconsin Statutes, its successors and assigns.

D. "Limited Common Elements" shall mean those common elements which are reserved in this Declaration for the exclusive use of any Unit Owner.

E. "Mortgagee" shall mean any person named as a Mortgagee under any mortgage under which the interest of any Owner is encumbered. This term shall also include land contract vendors, but shall not include any person holding such land contract vendor's interest merely as security.

F. "Owner" shall mean the owner of record, whether one or more natural persons or entities, of any Unit. This term shall include land contract vendees, but shall not include any person holding such vendee's interest merely as security. The term "Owner" shall have the same meaning as "Unit Owner".

G. "Unit" shall mean a part of the Condominium consisting of a parcel of land as depicted on the condominium plat attached hereto as Exhibit B. The condominium plat contains a site plan showing the boundaries of each Unit. A Unit shall include, without limitation, all improvements now or hereafter located within such boundaries.

H. "Designated Building Areas" shall mean the area or any part thereof on which a residential structure and accessory structures may be erected or located thereon, subject to the terms and conditions of this Declaration.

I. "Subdivision Association" shall mean the Nepco Lake Owner's Association, Inc. formed by the Declarant for purposes of adopting budgets for revenues, expenditures, and reserves, and levy and collect assessments

for expenses related to the maintenance of Nepco Lake and other common areas in and around Nepco Lake. The Subdivision Association shall not be a Master Association under Section 703 of the Wisconsin Statutes. Each Unit Owner shall be a member of the Subdivision Association along with the owners of other condominium and non-condominium property developed by the Declarant and its affiliates in and around Nepco Lake. The Subdivision Association shall be governed by a separate Declaration and By-laws.

3. DESCRIPTION OF IMPROVEMENTS

The complete details of any improvements to the Condominium are contained in working plans and drawings available for inspection at the office of the Declarant. The Units are to be located on the real estate as indicated in the legal description attached to this Declaration as Exhibit A. The Units are more fully described in the Condominium Plat attached hereto as Exhibit B and made a part hereof. Declarant shall have the right to amend this Declaration at its sole discretion for the purpose of recording an addendum to the Condominium Plat depicting the layout, location, Unit numbers and dimensions of the parcels of land as Units as finally located. Declarant reserves the right, subject to the approval of the Town of Saratoga, to change the layout and dimensions of the Units shown in Exhibit B which are not presently platted, provided that such changes will not substantially alter the nature of the Units.

4. DESCRIPTION OF UNITS

A. The Condominium shall consist of 11 Units identified on the Condominium Plat attached hereto as Exhibit B. Each Unit has a numeric designation. The approximate area, location, and immediate common areas to which the Units have access are shown on the Condominium Plat attached to this Declaration as Exhibit B.

B. The boundaries of each Unit shall be as follows:

(1) Upper Boundary: The upper boundary of the Unit shall be a horizontal plane parallel to, and located five hundred (500) feet above the ground level.

(2) Lower Boundary: The lower boundary of the Unit shall be a horizontal plane parallel to, and located five hundred (500) feet beneath, ground level.

(3) Perimetrical Boundary: The perimetrical boundaries of the Unit are shown as the outlines of such Unit on the Condominium Plat.

The Unit shall include, without limitation, all improvements now or hereafter located within such boundaries, including any grinder pumps and septic system laterals within the boundaries of a Unit. Notwithstanding the foregoing, each Unit owner shall have an easement to enter any adjacent Unit upon reasonable notice to the other Unit owner and the Association for the purpose of gaining access to any junction boxes, pipes, wires, conduits, and public or private utility lines, or other equipment in order to maintain, repair, or replace the same.

5. DESCRIPTION OF COMMON ELEMENTS

The common elements shall include, but not be limited to the following:

A. Land within the Condominium, including all easements appurtenant thereto and all other parts of the Condominium not contained within the Units;

B. All components of common plumbing, electrical, telephonic and cable television systems located within the common elements, other than those components which are specifically included in each Unit;

C. Walking paths, green space, private roads, designated private onsite community wastewater treatment system areas, landscaping, parking areas, fence, stormwater retention areas/basins, and site signage, if any, not included within a Unit;

D. All components of the electrical system which serve the common areas including exterior common area lighting;

E. The use of any piers or boat slips outside the Condominium shall be made available on a non-exclusive basis for a fee and subject to availability. The Declarant will use reasonable efforts to make piers and boat slips available for a fee outside of the condominium for Units that do not have access to the water or where access to the water is difficult because of topography.

F. All other parts of the Condominium, necessary or convenient to its existence, maintenance and safety, or normally in common use as of the date of recordation of this Declaration, located outside the boundaries of a Unit;

6. DESCRIPTION OF THE LIMITED COMMON ELEMENTS

The following common elements are permanently assigned to and limited to the use of Units as follows ("limited common elements"):

A. Any driveways and access walks serving a particular Unit, including without limitation the driveway apron between the boundaries of a Unit and the private road. Any other portions of the Condominium not located within a Unit to which a Unit Owner is entitled to exclusive possession and use, are also referred to herein as limited common elements.

B. The mailbox appurtenant to each Unit.

7. UNIT VALUE: COMMON ELEMENT OWNERSHIP AND VOTING

Each Unit and its owner shall have a 1/11th undivided interest in common with all other Units and Unit owners in the common and limited common elements, and shall have one vote in matters relating to the Association. The Declarant recognizes that there may be minor variances in the Units which relate to value, however, after consideration of the factors relevant to value, the Declarant believes that the foregoing formula of ownership and voting is fair and equitable as well as the most efficient for purpose of administration.

8. INTENTIONALLY OMITTED.

9. USE OF UNITS

A. All Units are intended for and shall be restricted to use by the owner, the owner's family, lessees, invitees and frequenters, for residential purposes only. Any buildings to be constructed by a Unit Owner are intended for and restricted to use for residential purposes only.

B. Any garage space which is constructed within a Unit are intended for and shall be restricted to the use by the owner, the owner's family, lessees, invitees and frequenters for storage of personal property and parking of private automobiles. Garages may not be used for any commercial purpose. Use of the garages may be further regulated by the rules and regulations and bylaws ("Bylaws") of the Association.

C. Notwithstanding the foregoing, the Declarant shall have the rights with respect to Unit use reserved to Declarant in Section 12(B) of this Declaration.

10. SERVICE OF PROCESS

The resident agent for the Condominium shall be Michael D. Orgeman. Service of process shall be made upon the Declarant at 111 E. Wisconsin Avenue, Suite 1800, Milwaukee, Wisconsin 53202, as to matters provided for in the Act until all Units have been sold, conveyed and paid for or until the first meeting of the Unit owners, at which time the Association may designate a successor by vote of a simple majority of a quorum present at any meeting of the Association.

11. DAMAGE OR DESTRUCTION

In the event all or any part of the common elements are destroyed or damaged in an amount in excess of \$10,000.00 and insurance proceeds together with an amount not exceeding \$10,000.00 are insufficient to complete repair and construction, action by the Association by a vote of a majority of Unit Owners, as defined in the Bylaws, taken within 90 days after the damage or destruction, shall be necessary to determine to repair or reconstruct the common elements as more fully described in the Bylaws. Damage or destruction to a lesser extent, and to a greater extent if insurance proceeds (together with an amount not exceeding \$10,000.00) are sufficient to complete repair and reconstruction, shall be repaired and reconstructed pursuant to arrangement by the Board of Directors of the Association ("Board of Directors") as provided in that section of the Bylaws.

12. FURTHER MATTERS

A. All present and future Owners of Units, tenants of those Owners and any other occupants of Units, or any other persons who in any manner use or come upon the Condominium or any part of the Condominium shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation of the Association ("Articles") and the Bylaws and rules and regulations adopted pursuant to those instruments, as those instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any part of any Unit shall constitute an acceptance by the Owner, tenant or occupant of the provisions of those instruments, as they may be amended from time to time. The provisions contained in the instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though the provisions were recited and fully stipulated in each deed, conveyance or lease. The enforcement may be by such judicial proceedings as the Board of Directors may deem appropriate as well as by provisions of the Act.

B. The Declarant reserves the right for a period of 10 years from the date of this Declaration to cause one or more of the Units it owns to be maintained as a model and to display any models and the common elements of the Condominium for purposes of selling Units in the Condominium or in other projects of the Declarant, together with appropriate signage located on the Unit or common elements identifying the Declarant and its agents and locating and giving any information regarding any Unit.

C. Rules and regulations (in addition to the Bylaws) concerning the use of the Units and the common and limited common elements, including provisions limiting keeping of animals and other pets, may be established and amended by the Board of Directors. Copies of these rules and regulations shall be furnished by the Board of Directors to each Unit Owner prior to the effective date of the rules and regulations.

D. The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the right to grant to the Town of Saratoga, Wisconsin, or public or semi-public utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes; for sanitary sewer or septic system, storm water drains, gas mains, water pipes and mains, and similar service, and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. These easements and rights-of-way shall be confined, so far as possible, in underground pipes or conduits, with the necessary rights of ingress and egress and the rights to do whatever may be necessary to carry out the purposes for which this easement is created. The Declarant hereby grants a permanent easement over and across the common areas of the condominium to the Town of Saratoga to perform maintenance and repairs to any public improvements located on the common areas.

E. The Declarant and its affiliates, and their successors and assigns, have acquired or may acquire in the future other lands in the vicinity of the condominium for future development. Declarant and its affiliates, and their successors and assigns hereby reserve a permanent easement over and across all private roads and access ways within the condominium for the benefit of the other lands owned or acquired by Declarant, its affiliates, and their successors and assigns, including without limitation, access to public or private marinas, piers, boat slips, and other amenities.

F. Any controversy or claim arising out of or relating to this Declaration, or the breach thereof, shall be resolved by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction.

13. AMENDMENT OF DECLARATION

Subject to Section 18(BB) below, this Declaration may be amended with the written consent of at least 67% of the Unit Owners. A Unit Owner's written consent is not effective unless it is approved by the mortgagee or land contract vendor of the Unit, if any.

14. ADDITIONAL RIGHTS OF LENDERS

A. As to the holder of any mortgage and as to any land contract vendor ("mortgagee") of a Unit which has notified the Association in writing delivered or mailed by certified mail to the place of service of process stated in Section 10 of this Declaration that it desires to receive notice of the following matters:

(1) The Board of Directors shall give the lender written notice by mail of the call of any meeting of the Board of Directors or membership of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the Bylaws;

(2) The Board of Directors shall give the lender by mail a copy of the notice of default which is given to any Unit owner on any failure to comply with or violation of any of the provisions of this Declaration, the Articles or the Bylaws and rules and regulations, at the time of notice to any Unit owner; and

(3) The Board of Directors shall notify the lender of physical damage to common elements in an amount exceeding \$10,000.00 or if the common elements become the subject of condemnation or eminent domain proceedings.

B. Unless all affected lenders have given their prior written approval, the Association shall not:

(1) Change the undivided percentage interest in the common elements of the Condominium relating to the Unit;

(2) Partition or subdivide any Unit or abandon, partition, subdivide, encumber, or convey the common elements of the Condominium (granting of easements for public utilities excepted);

(3) By act or omission seek to abandon the Condominium status of the Condominium except as provided in Section 11 of this Declaration in case of substantial damage to or destruction of the Condominium;

(4) Use hazard insurance proceeds for losses to the Condominium property for other than the repair of the property, except as authorized by law.

C. A lender who comes into possession of a Unit pursuant to the remedies provided in the mortgage or land contract, a foreclosure of the mortgage or land contract, or a deed (or assignment) in lieu of foreclosure, shall take the Unit free of any claims for unpaid assessments or charges in favor of the Association against the Unit which accrued prior to the time the lender came into possession of the Unit.

D. Notwithstanding Section 13 of this Declaration, this Section 14 shall not be amended unless all lenders have given their prior written approval.

15. PAYMENT OF COMMON EXPENSES

During the period in which the Declarant shall have control of the Association, each Unit Owner, other than the Declarant, shall pay a fractional share of the common expenses represented by the number "1" divided by the total number of Units included in the Condominium. At such time as the Unit Owners shall take control of the Association, each Unit Owner, including the Declarant for tenant occupied Units owned by the Declarant, shall pay a fractional share of the common expenses represented by the number "1" divided by the total number of Units for which occupancy permits have been issued and which have been at any time occupied by anyone other than the Declarant. At such time as occupancy permits have been issued for all Units in the Condominium, the Owner of each Unit, including the Declarant for tenant occupied Units owned by the Declarant, shall pay a fractional percentage of the common expenses represented by the number "1" divided by the total number of Units included in the Condominium. Notwithstanding the foregoing, at no time shall the Declarant be liable for common expenses for any Unit which has never been occupied by anyone other than the Declarant. Each Unit Owner shall pay common expenses on an annual basis as required by the Bylaws.

16. RENTAL OF UNITS

Unit Owners, including Declarant, may rent their Units provided that each rental agreement is for a period not less than one hundred eighty (180) days, includes the terms and conditions of the Declaration and Bylaws by reference, and requires that the occupant(s) of the Unit comply with the rules and regulations for the Condominium.

17. STATUTORY RESERVE ACCOUNT STATEMENT

The Condominium shall not initially have a Statutory Reserve Account, as described in Wisconsin Statute Section 703.163, effective as of the date of the recording of this Declaration. This determination is made by the Declarant. The Declarant, a Unit Owner, the Association, or a director, office, manager, or employee of the Association is not liable in connection with the establishment or termination, or decision not to establish or terminate, a Statutory Reserve Account or for any deficiencies in a Statutory Reserve Account that are due to the determination of amounts to be assessed for reserve funds.

18. PROTECTIVE COVENANTS AND RESTRICTIONS

A. Statement of Purpose. The Purpose of the protective covenants and restrictions in this Section 18 is to ensure that the Condominium shall become and remain an attractive community; to preserve and maintain the natural beauty of the Condominium; to insure the most appropriate development and improvement of each Unit; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious improvements and use of material and color schemes; to insure the highest and best residential development of the Condominium; and to encourage and secure the construction of attractive residential structures and landscaping thereon.

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

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

D. Procedure. A Unit Owner desiring to construct a building, home, swimming pool, gazebo, driveway, light post, landscaping, or other structure or improvement, or otherwise improve a Unit shall submit to the ACC, for its written approval, construction plans and specifications for all improvements, and a plot plan showing the location of all contemplated improvements. The items submitted shall include construction details for all buildings, structures, fences, walls and other improvements; proposed facades of any building, including the style, color and location of eaves and windows; description of materials to be used in any building or improvement; a detailed plan showing the building footprint and driveway; compliance with the Wood County Shoreland Zoning Ordinances, as amended, including without limitation the requirements set forth in Section (K)(4) below, the color scheme of all improvements; detailed landscaping plans and specifications, which shall show trees to be removed, existing trees, their species, size and location, and the size and location of proposed trees, shrubs, fences, berms, walls, patios, gardens, proposed trees,

bedding plantings, erosion control measures, impervious surface compliance, and vegetative buffer zones, and all other landscape materials; and such other materials as the ACC may deem necessary.

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

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

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

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

G. Fees. The ACC shall from time to time adopt a fee schedule designed to defray the ACC's out-of-pocket costs incurred in connection with its review of any preliminary or final development plan or of any resubmission of any such plans and may be adjusted at any time by the ACC.

H. Approval of Contractors. For each building erected or placed on any Unit subject to this Declaration, the prime contractor or builder to be hired for construction of such building shall be approved in writing by the ACC prior to commencement of any construction. No builder, general contractor, or any subcontractor shall commence construction of any structure or improvement without the prior written approval of the ACC. Declarant or the ACC shall have the sole right to prohibit builders, contractors and subcontractors from building structures or improvements on the Units. Each Unit owner shall have the obligation to determine if a builder or contractor is on Declarant's approved builder list prior to entering into any contract for the construction of improvements. Such approval may be withheld for reasons such as the proposed contractor's or builder's financial status or building reputation.

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

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

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

K. **Building Location; Type of Materials, Size of Structures.**

(1) All buildings where possible should be located relative to the location of buildings on adjoining Units. The ACC may consider the proposed location of any structures and their effect on sight lines to minimize the structure's obstruction of views from neighboring Units. See typical residential structure building envelopes and setbacks depicted on the condominium plat attached hereto as Exhibit B.

(2) The exterior of all structures must be cedar, log, LP smart siding, cement board siding, James Hardie HardiePlank, or similar siding per Architectural Control Committee approval. 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. Dwellings must have a minimum size of 1000 square feet on the main floor. Each Unit is limited to a maximum of 5000 square feet of impervious surface within 300 feet of NEPCO 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 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. All homes shall include an attached two (2) or three (3) stall garage. Dwellings may not have more than three (3) rooms designated as bedrooms on any plans. Additional rooms may be identified as a study, den, office or day room. The main portion of the roof shall have a minimum pitch of 6/12. A lesser pitch over other areas, such as porches, breezeways and bays, may be permitted at the sole discretion of the ACC. The roofing of all dwellings shall consist of fully dimensional asphalt shingles, with minimum 300 lb., dimensional shingles or wood, slate, or tile. Conventional asphalt shingles shall not be permitted. The ACC, in its sole discretion, may permit or prohibit the use of other types of roofing materials (such as fiberglass shingles) having substantially the same appearance as the permitted materials, as it may deem appropriate, to preserve the architectural integrity and quality of appearance of dwellings in the condominium. Further, the ACC 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. All patios, sidewalks, etc. must be approved by the ACC.

(3) No exposed poured concrete or concrete block over twelve (12) inches above grade shall be permitted on any house. Where block or concrete would otherwise be exposed, it must be covered by house siding, or by brick or stone. In cases where the home has a walkout basement the ACC may require stone or brick on the walkout level depending on the siding being used. There are to be no exterior walls without windows and/or doors. If architectural insets are used they must be wrapped and shuttered the same as windows on the rest of the house. The ACC retains the right to require additional architectural detail. No white houses, white windows, white door trim, white fascia/soffit, or white structures whatsoever will be allowed. All fireplace chimneys shall be brick, stone, cultured stone or masonry faced with stucco regardless if the fireplace is on an exterior or interior wall. In-ground swimming pools shall be permitted, subject to the approval of the ACC, and local zoning ordinances and specifications. Above ground swimming pools are prohibited. Hot tubs and spas are permitted per approval by the ACC. If placed on a concrete slab, the slab requires approval. If covered with a gazebo type structure, the gazebo

requires approval, whether or not the gazebo is permanently affixed to the ground.

(4) The plans and specifications submitted to the ACC, and thereafter all improvements to be constructed on a Unit, shall comply fully with the Wood County Shoreland Zoning Ordinance. Each Unit owner prior to any construction shall contact the Wood County Zoning Department to determine what permits may be required prior to any earth moving or grading activities. Each Unit owner is hereby advised that compliance with the Shoreland Zoning Ordinance may include, without limitation, the following mitigation measures:

- A. Standard erosion and storm water runoff control measures shall be implemented and all mitigation activities shall comply with sections of the Shoreland Zoning Ordinance regarding land disturbing activities.
- B. Any site plan shall describe all proposed mitigation measures.
 1. The site plan shall be designed and implemented to restore natural functions lost through development and human activities.
 2. The mitigation measures shall be proportional in scope to the impacts on water quality, near-shore aquatic habitat, upland wildlife habitat and natural scenic beauty.
- C. Mitigation measures shall include an implementation schedule and enforceable obligations on the Unit owner to establish and maintain the mitigation measures.
- D. The enforceable obligations shall be evidenced by a Shoreland Mitigation/Preservation Affidavit submitted to the ACC, and if applicable, the County.
- E. The owner(s) or their agent must submit a plan that will be implemented by the owner of the Unit to establish, preserve, enhance and/or restore a vegetative buffer zone that covers at least 70% of the half of the shoreland setback area that is nearest to the water. The plan must be approved by the ACC, and if applicable, the County. Vegetative buffer zone plans shall include the following:
 1. NRCS Code 643A, "Shoreland Habitat" (<http://efotg.sc.egov.usda.gov/references/public/WI/643a.pdf>) and "Wisconsin Biology Technical Note 1: Shoreland Habitat" (<ftp://ftp-fc.sc.egov.usda.gov/WI/technotes/biology-tn1.pdf>) shall be used as a guideline and the provisions of which are hereby incorporated by reference for the purpose of developing and approving plans for vegetative buffer zones.
 2. To be considered for approval, a plan to establish, preserve, enhance and/or restore a vegetative buffer zone shall, at a minimum, contain:
 - (a) A description of how the Unit owner intends to carry out the project, including methods, materials and equipment to be used;
 - (b) A proposed schedule and sequence of work activities;
 - (c) The names, descriptions and densities of native species to be utilized in the restoration work, including ground cover, shrubs and tree layers;
 - (d) A description of the site before the project begins and a description of the proposed site once the buffer is completed; and
 - (e) The erosion control measures that will be used during construction of the permitted structure and vegetative buffer zone to control sediment, runoff and

protect water quality.

3. To be considered for approval, a plan to establish, preserve, enhance and/or restore an existing native vegetative buffer zone shall, at a minimum, contain:

- (a) A description of how the unit owner intends to maintain the buffer, including any "no mow" plans;
- (b) Supplemental plantings of native species;
- (c) Removal of non-native species (e.g. purple loosestrife); and
- (d) The erosion control measures that will be used during construction of the permitted structure(s) and any disturbance in the vegetative buffer zone due to planting or removal of non-natives to control sediment, runoff and protect water quality.

4. A shoreland grading permit may be required to implement a vegetative buffer zone plan.

Mitigation Options: Where vegetative buffer requirements have been met and mitigation is required under provisions of the Shoreland Zoning Ordinance, a Unit owner shall restore and maintain native vegetation and water quality protection functions of the shore buffer area within 25 ft. of the ordinary high water mark.

Other Practices: At the discretion of the ACC, additional mitigation points may need to be approved for restoration or protection activities that are likely to provide significant benefits to meet the objectives of the Shoreland Zoning Ordinance. Examples may include construction of a storm water detention basin, rain garden, or other storm water management plan activities; or replacement of seawalls with bio-engineered structures.

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

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

N. Garages; Outbuildings. All garages shall be attached to the dwelling and shall have space for no fewer than two cars. No trailer, tent, tree house, boat house, shack, detached garage, barn, outdoor toilet, outdoor wood burning furnace, or any part thereof, shall be erected or permitted to remain on any Unit, temporarily or permanently, except for construction trailers during the period of construction.

O. Landscaping. The following guidelines shall be followed for each Unit in the Condominium:

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

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

(3) No planting shall be permitted within an easement of record which may damage or interfere with the installation and maintenance of utilities or which may alter the direction or impede the flow of

surface water in drainage channels within the Condominium or within an easement. No grading or earth moving activities shall be permitted in the common areas other than by the Declarant or the Association.

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

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

(6) Each Unit owner shall comply with all rules and regulations of the Wood County Shoreland Zoning Ordinance, as amended. Compliance may include, without limitation, limits on the amount of impervious surface to be developed on a Unit, the location of improvements within a Unit, erosion and stormwater runoff control measures, and vegetative buffer zone plans.

P. Construction Deadline. Each residential structure erected shall have its entire external construction completed within twelve (12) months from the date of issuance of the building permit except for delays in completion due to strike, war, or act of God. During the time of construction the Unit 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 Unit owner shall further be responsible for the repair of any and all damage to the public or private right-of-way adjacent to the Unit, including but not limited to any pavement, sidewalk, curb, gutter, ditch, swale and/or culvert, and to any drainage ditches, swales and/or other drainage facilities on or adjacent to the Unit. 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

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

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

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

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

- (1) maintaining his or her personal professional library in his or her dwelling;

- dwelling;
- (2) keeping his or her personal business or professional records or accounts in his or her dwelling;
 - (3) handling his or her personal or business records or accounts in his or her dwelling; or
 - (4) handling his or her personal business or professional telephone calls or correspondence from his or her dwelling.

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

U. Signs. No sign of any kind shall be displayed to the public view on any Unit except for the following: (1) One sign not more than two square feet in size identifying the owner of the property. (2) One information tube (maximum 5" x 5" x 18" in size) advertising the property for sale. The tube may say "information" or "info" only. The tube may not say for sale. The tubes must be earth tones or a color approved by the Architectural Control Committee. Any structure that the info tube is attached to must be earth tones and approved by the Architectural Control Committee. No telephone numbers or Real Estate Company/Individual names may be listed on the tube or structure that it is attached to. No extension or hanging sign from the tube is permitted. The tube may not hang from a support post. It must be placed on top of the support post. Declarant at the Declarant's sole discretion may install any signs in conjunction with Unit or home sales on the Land, or advertise other developments of the Declarant or its affiliates, and such Declarant signs may be placed within Units, limited common elements, or common elements. Declarant or the Association may erect one or more subdivision entrance signs surrounded with landscaping at their discretion.

V. Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste. All garbage, clippings, rocks or earth must be in 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.

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

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

Y. Antennae. No exterior antennae, other than two dish type antenna not exceeding thirty (30) inches in diameter, shall be allowed within any Unit. 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.

Z. Restrictive Covenants in favor of Domtar Wisconsin Dam Corp. Each Unit owner hereby acknowledges receipt of the following: (i) a recorded copy of the Waiver of Claims Agreement dated March 29, 2011 and recorded with the Wood County Register of Deeds Office on April 6, 2011, as Document No. 2011R03193

("Waiver of Claims"); and (ii) a recorded copy of the Declaration and Agreement of Restrictive Covenants dated March 29, 2011, and recorded with the Wood County Register of Deeds Office on April 6, 2011 as Document No. 2011R03194, as amended ("Declaration"). Declarant hereby discloses that each Unit in the condominium is subject to the terms of the Declaration and Waiver of Claims, which are perpetual in nature and run with the Land, each Unit, and the common elements of the condominium.

The Declaration provides in part that each Unit owner, and their successors and assigns, are prohibited from the following:

- (i) No person shall be permitted to install, on any portion of the Land, an individual septic system (other than the approved community onsite wastewater treatment system located within the common elements); 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 Unit 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 Unit in the condominium, and their successors and assigns, have waived any claims that a Unit owner or the Association may have against Domtar Wisconsin Dam Corp., and its successors and assigns ("Domtar") relating to Domtar's use of Nepco Lake. Each Unit 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 Unit owner in the condominium, and the future purchasers, tenants, occupants and users of the Unit or common elements, or any portion thereof, shall not interfere in any way with the withdrawal, use, consumption or return of water from or to Nepco Lake or the tributaries thereof or the Operational Activities by Domtar (or its successors or assigns, as applicable), and shall not challenge or interfere with any permits or approvals of Domtar (or its successors or assigns, as applicable) related to the Operational Activities or the withdrawal, use, consumption or return of water from or to Nepco Lake or the tributaries thereof;
- (iv) Each Unit owner in the condominium and all future purchasers, tenants, occupants and users of the Unit or common elements, or any portion thereof, hereby waive any and all claims and causes of action, known or unknown, existing or not yet existing, against Domtar, its successors and assigns in any way related to (i) the water levels of Nepco Lake (including low lake levels and flooding) or the tributaries thereof, (ii) the use of Nepco Lake or the tributaries thereof for recreational activities, (iii) the condition or use of the settling ponds, dams, levees, boat landing and other improvements and features of Nepco Lake, the tributaries thereof and the adjacent lands owned by Domtar (or its

successors or assigns, as applicable), and/or (iv) any of the Operational Activities of Domtar or its successors or assigns affecting Nepco Lake or the tributaries thereof. The foregoing waiver shall include, but not be limited to, claims of public nuisance and trespass; and

- (v) The acquisition of a Unit 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 Unit owner in the condominium, 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 Unit 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 Unit 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 Unit in the condominium, to enter upon the Unit and common elements and use reasonable force to cure any violation of the Waiver of Claims and Declaration.

Each Unit owner and the Association hereby agrees to hold Declarant harmless, and indemnify Declarant for any claims related to a Unit owner's or the Association's violation of the terms and conditions of the Waiver of Claims and Declaration, except to the extent caused by the negligence or intentional acts of the Declarant.

AA. Intentionally Omitted.

BB. Amendment. Until all of the Units subject to this Declaration have been sold by Declarant, this Section 18 may only be amended by the recording of a written instrument executed by or on behalf of all the following: (1) Declarant and (2) the owners of at least sixty-seven percent (67%) of the Units subject to this Declaration.

CC. Enforcement. Declarant and any Owner shall have the right to enforce the provisions of this Section 18 or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this section, either to restrain or cure the violation or to recover damages, or both. Nothing herein shall be deemed to limit the rights of the Town of Saratoga or Wood County to enforce any zoning codes, ordinances, regulations or other requirements which may be identical or similar to the requirements of this Declaration.

DD. Attorneys' Fees. If any suit or action is brought to enforce the provisions of this Declaration, the party who prevails in such action or suit shall be entitled to recover its court costs and attorneys' fees from the other party.

19 CONDOMINIUM ASSOCIATION

A. General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of the Association, which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties

and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a nonprofit corporation under the laws of the State of Wisconsin.

The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act"), this Declaration, and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). All Unit Owners, tenants of Units, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles, and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners.

B. **Declarant Control.** Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, except as provided section C below, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) ten (10) years from such date; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Units to purchasers; or (c) thirty (30) days after the Declarant's election to waive its right of control.

C. **Board of Directors.** The affairs of the Association shall be governed by a Board of Directors. Within thirty (30) days after the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the Board of Directors. Within thirty (30) days after the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the Board of Directors.

D. **Maintenance and Repairs**

(1) **By Association.** The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements and shall maintain the same in good, clean, and attractive order and repair, and shall have an easement over the entire Condominium for the purpose of carrying out these responsibilities. In addition, the Association shall be responsible for providing and maintaining the common elements including snow plowing all sidewalks, private streets, parking areas; and the maintenance, repair, and replacement of all outdoor common element amenities, including landscaping, sidewalks, community septic system, bicycle paths, and parking areas. The Association shall be responsible for repairing and replacing when necessary any Common Elements and Limited Common Elements.

The Declarant shall construct a community septic system to be located in the common areas to service all Units in the condominium. General and Special Assessments associated with the operation and maintenance of the community septic system shall be shared pro rata among the owners of the Units. General Assessments for the community septic system are estimated to be approximately \$100 per year for each Unit which is not connected to the system, and \$200 per year for Units that are connected to the system. The General Assessments for the community septic system are subject to change upon written notice from the Association.

(2) By Unit Owner. Each Unit Owner shall be responsible for the construction, maintenance, repair, and replacement of all structures and improvements constructed within the Unit, except to the extent any repair cost is paid by the Association's insurance policy .

Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owner of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing before the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under this Section.

(3) Damage Caused by Unit Owners. To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant, or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof) or (iii) the Association must restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owner of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

E. Common Expenses. Any and all expenses incurred by the Association in connection with the management, maintenance, repair, and replacement of the Condominium, maintenance of the Common Elements and other areas described in this Section, and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: the community septic system, landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services provided to the Common Elements; and maintenance and management salaries and wages.

F. General Assessments. The Association shall levy monthly or annual general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their Percentage Interests. General Assessments shall be due in advance on the first day of each month, or the first month of each calendar year, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act.

Notwithstanding the foregoing, Units not yet sold by Declarant shall not be subject to General Assessments. If, however, during the period of Declarant control the General Assessments against any Unit not owned by Declarant would exceed the amount set forth in the budget per Unit (excluding any portion of General Assessments to fund reserves), Declarant shall either (a) record a document to cause its Units to be subject to General Assessments, or (b) pay to the Association the amount necessary to cause the General Assessments against the Units not owned by Declarant to be reduced to the amount set forth in the budget per Unit (excluding any portion of General Assessments used to fund reserves). Furthermore, if the Association has established a statutory reserve account under Section 703.163 of the Wisconsin Statutes, (a) no reserve fund assessments shall be levied against any Unit until a certificate of occupancy has been issued for that Unit, and (b) payment of any reserve fund assessments against any Unit owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such

Unit, or (ii) five years from the date exterior construction of any structure on which the Unit is located has been completed.

G Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

H. The Declarant has established a "Subdivision Association" called the "Nepco Lake Owner's Association" for purposes of adopting budgets for revenues, expenditures, and reserves, and levy and collect assessments for expenses related to the maintenance of Nepco Lake and other common areas in and around Nepco Lake. The Declaration of Restrictions for NEPCO Lake Owner's Association, Inc. was recorded with the Wood County Register of Deeds on August 23, 2012 as Document No. 2012R09007. The Subdivision Association shall not be a Master Association under Section 703 of the Wisconsin Statutes. Each Unit owner shall be a member of the Subdivision Association along with the owners of other condominium and non-condominium property developed by the Declarant and its affiliates in and around Nepco Lake. The Subdivision Association shall be governed by a separate Declaration and By-laws.

20. MISCELLANEOUS

A. Right of Entry. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to the Unit to the Association to correct any condition originating in the Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in the Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas of the Condominium. Such entry shall be made with prior notice to the Unit Owner, and shall be scheduled for a time reasonably convenient to the Unit Owner, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the Board of Directors.

B. Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent for service of process specified in this Declaration. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

C. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.

D. Declarant Access During Construction of Improvements. During any period in which: (a) Declarant is developing the Units or constructing other improvements on the Property, (b) Declarant is performing any warranty work, or (c) Declarant is replacing or repairing any Common Elements or Limited Common Elements, the Declarant and its contractors, and subcontractors, and their respective agents and employees, shall have an easement for access to all parts of the Condominium as may be required in connection with said work.

E. Assignment of Declarant's Rights. The rights, powers, and obligations of the party named as "Declarant" may be assigned by a written, recorded amendment to any other party who assumes such rights, powers and obligations. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such rights, powers and obligations. Such amendment need be signed only by the assignor and assignee named therein.

F. Conflicts. If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws, and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

G. Disclosure Regarding Warranties. The Declarant shall assign to the Association upon substantial completion of each phase of construction or development all warranties held by the Declarant and covering any construction of the Common Elements. No warranties or representations, express or implied, including, but not limited to, the implied warranty of fitness for a particular purpose and merchantability, are made by the Declarant to any Unit Owner or other person or entity regarding the past or future performance or quality of the Common Elements, including the Limited Common Elements. Any implied warranty of workmanlike performance and that the Common Elements, including the Limited Common Elements, are or will be reasonably adequate for use and occupancy, created by Section 706.10(7), Wisconsin Statutes, which statutory section creates the above-stated implied warranties, for the conveyance of a newly constructed home or condominium, is hereby expressly disclaimed and excluded. Any other implied warranties created by common law, including, without limitation, the Declarant's duty to perform all work in a good and sufficient workmanlike manner, are also disclaimed and excluded. Any claims by the Association against a contractor to recover damages resulting from construction defects in any of the Common Elements or Limited Common Elements shall be subject to the provisions of Section 895.07(8), Wis. Stats.

H. Future Easements and Agreements. Declarant, for as long as Declarant or an affiliate of Declarant or any of its Members, shall have any ownership interest in the Property, or any property in or around Nepco Lake, shall have the right to grant easements to, and enter into agreements with, the owners of adjacent properties, the public, or others, in Declarant's sole discretion, and on terms deemed appropriate by Declarant, so long as such easements and agreements do not materially diminish the rights of any Unit Owner; however, some easements and agreements may increase the Association's budget. Included within such right to grant easements is Declarant's right to grant easements to the shores of and in and around Nepco Lake, and any beach, marina, piers, or boat slips on or about Nepco Lake.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this 25TH day of OCTOBER, 2012.

Great Northern Timber Company, LLC

By: [Signature]
Title: Brad Pauloski, Member

STATE OF WISCONSIN)
) ss
COUNTY OF _____)

Personally came before me this 25th day of October, 2012, the above named Brad Pauloski being a member of Great Northern Timber Company, LLC, a Wisconsin limited liability company, to me known to be the person who executed and acknowledged the foregoing instrument as an act of the limited liability company by its authority.

[Signature] MARION L. LAPHOFF
Notary Public - State Of Wisconsin
My commission expires: Aug 10, 2014

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

EXHIBIT A
Legal Description

Lot 1 and Lot 2 of Wood County Certified Survey Map number 9528 as recorded in Volume 34 of Survey Maps on Page 28 as Document number 2012R11202. Located in the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

EXHIBIT B
Condominium Plat

(See Attached)

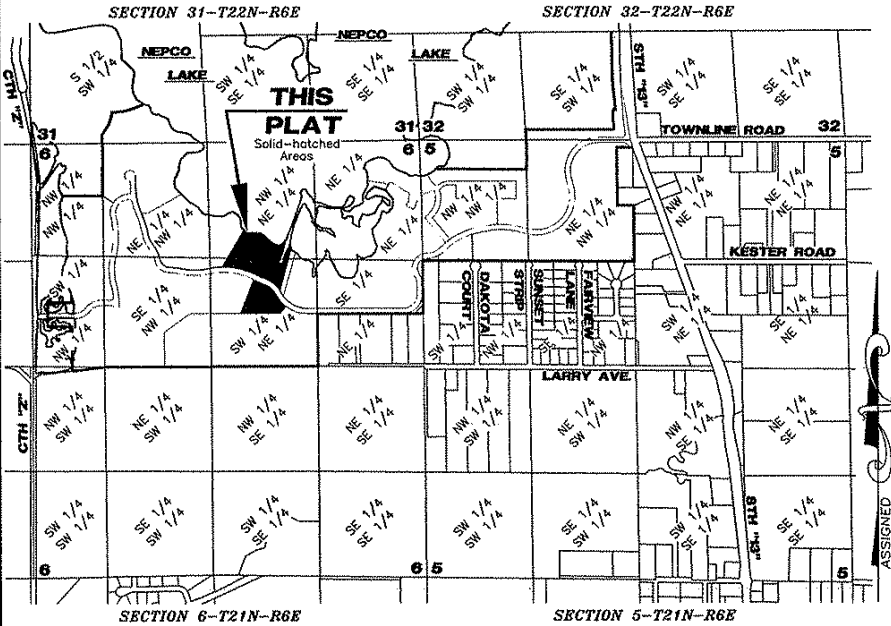
MSA

Beach Bay

condominium

Lot 1 and Lot 2 of Wood County Certified Survey Map number _____ as recorded in Volume _____ of Survey Maps on Page _____ as Document number 2012R-_____
Located in the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

LOCATION MAP
SCALE: 1" = 1000'



Condominium Plat

PROFESSIONAL SERVICES, INC.
P.O. Box 1027
Wisconsin Rapids, WI 54495-1027

SURVEYOR'S CERTIFICATE:

I, Christopher J. Renner, hereby certify that I am a Licensed Land Surveyor authorized to practice that profession in this state; and
That I have fully complied with the provisions of Chapter 703 of the Wisconsin State Statutes, Wood County Ordinance #701 and the Town of Saratoga Building Code Ordinance No. 03-21-2007A, as amended; and
That I have surveyed and mapped the property described and shown upon these sheets of these Condominium Plat at the direction of Brad Pawloski for Great Northern Timber Company, LLC, owner; and
That said plat is a true and correct representation of the lands surveyed and the condominium described, to the best of my knowledge and belief; and
That the identification and location of each unit and the common elements can be determined from the plat.

MSA PROFESSIONAL SERVICES, INC. DATE
CHRISTOPHER J. RENNER, WISCONSIN REGISTERED LAND SURVEYOR #2441

COUNTY OF WOOD:

The County of Wood does hereby certify that the Condominium Plat of Clearwater Bay be and hereby is approved in compliance with the Wood County Shoreland Zoning Ordinance #704 and Chapter 701.04(5) of the Wood County Land Subdivision Ordinance #701.

Date: _____ Plat Review Officer

Project No. 500835085
Sheet 8

Beach Bay

condominium

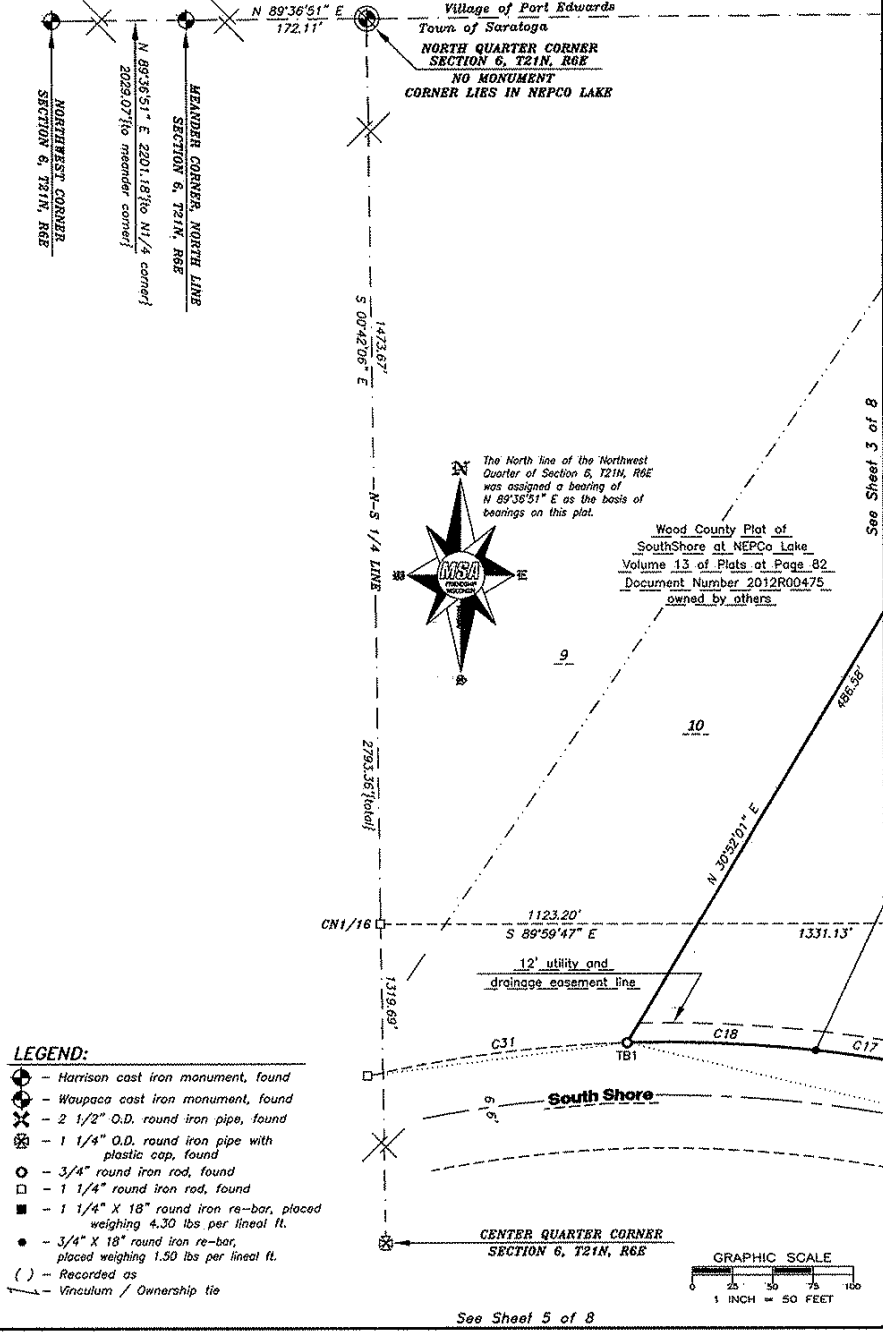
Lot 1 and Lot 2 of Wood County Certified Survey Map number _____ as recorded in Volume _____ of Survey Maps on Page _____ as Document number 2012R_____. Located in the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

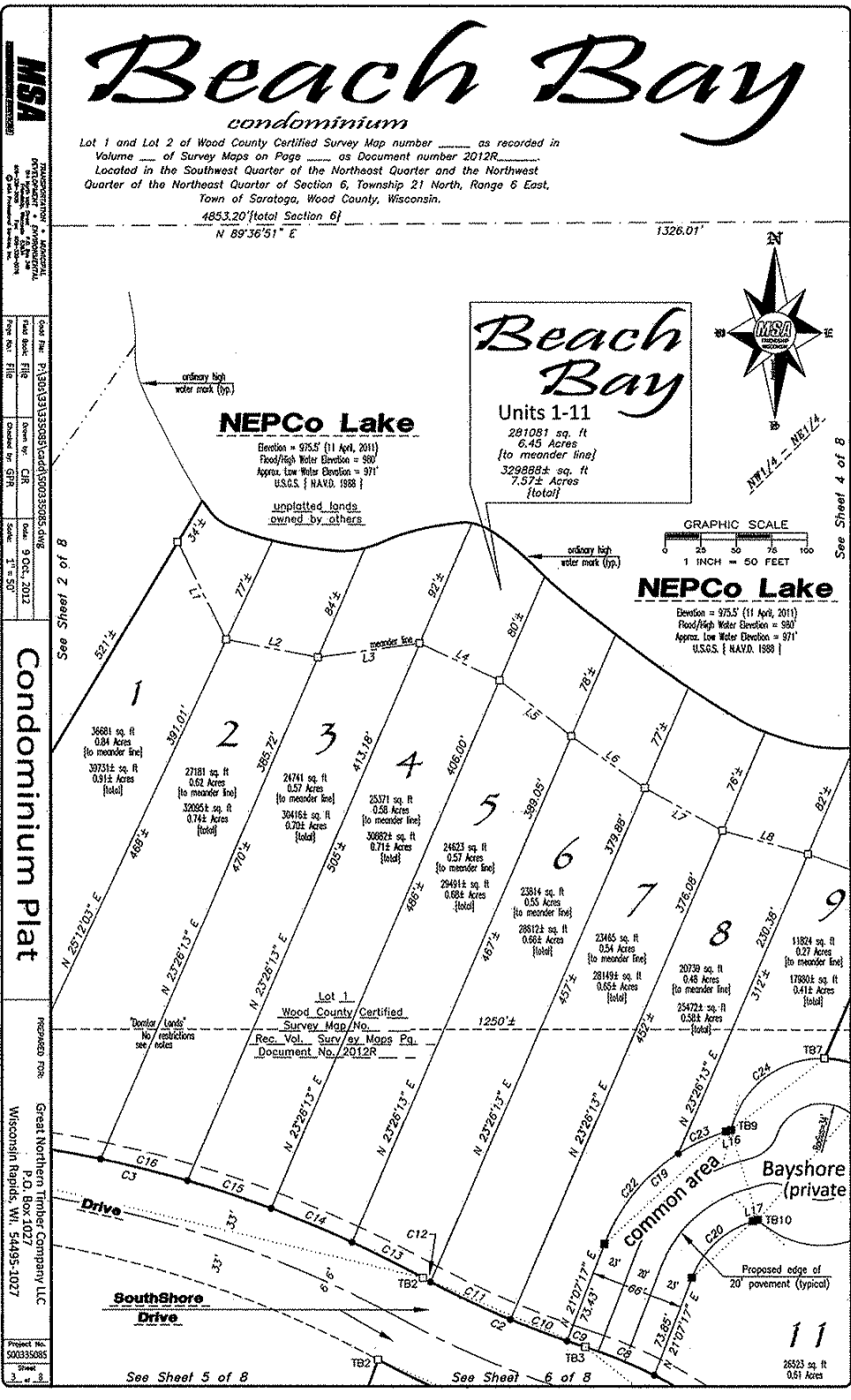
MSA
 PROFESSIONAL SURVEYING & MAPPING
 1000 W. Wisconsin Ave., Suite 100
 Wisconsin Rapids, WI 54485-1027
 Phone: 715.838.1234
 Fax: 715.838.1235
 Email: info@msa-surveying.com

Project No.	500335085
Sheet No.	5
Scale	1" = 50'
Drawn by	GR
Checked by	GR
Date	9 Oct. 2012
Project Name	PL300.13A35085 (2nd) 500335085.dwg
Client	CIR
Project Location	Section 6, T21N, R6E

Condominium Plat

Prepared for: Great Northern Timber Company, LLC
 P.O. Box 1027
 Wisconsin Rapids, WI 54485-1027





Beach Bay

condominium

Lot 1 and Lot 2 of Wood County Certified Survey Map number _____ as recorded in
 Volume _____ of Survey Maps on Page _____ as Document number 2012R
 Located in the Southwest Quarter of the Northeast Quarter and the Northwest
 Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East,
 Town of Saratoga, Wood County, Wisconsin.
 4853.20' (total Section 6)
 N 89°36'51" E

Beach Bay

Units 1-11
 281081 sq. ft
 6.45 Acres
 [to meander line]
 329888± sq. ft
 7.57± Acres
 [total]

NEPCo Lake
 Elevation = 975.5' (11 April, 2011)
 Flood/High Water Elevation = 980'
 Approx. Low Water Elevation = 971'
 U.S.G.S. | NAVD. 1988 |

unplatted lands
 owned by others



GRAPHIC SCALE
 0 25 50 75 100
 1 INCH = 50 FEET

NEPCo Lake
 Elevation = 975.5' (11 April, 2011)
 Flood/High Water Elevation = 980'
 Approx. Low Water Elevation = 971'
 U.S.G.S. | NAVD. 1988 |

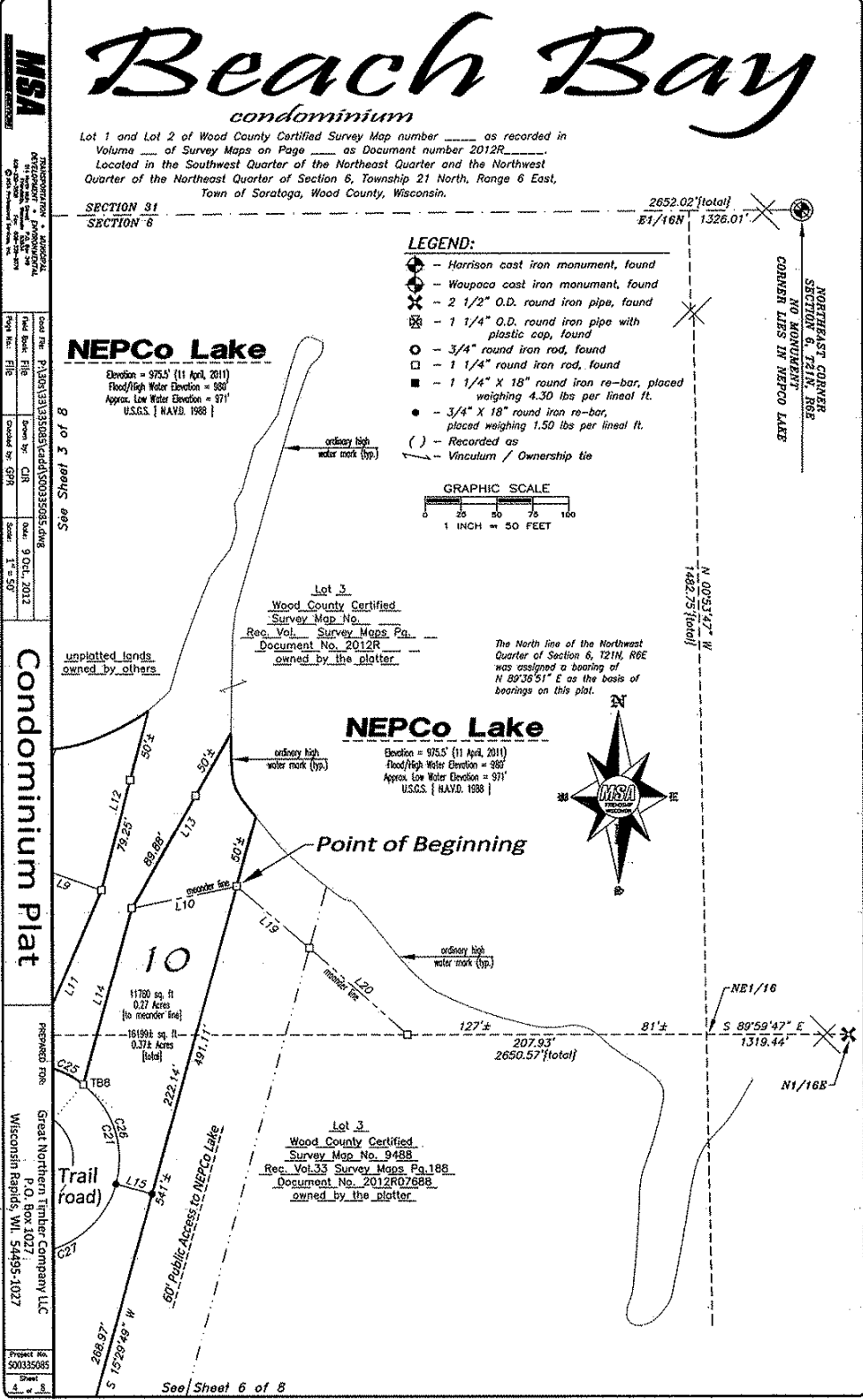
MSA
 Map Service Agency
 1000 Wisconsin Avenue, Suite 1000
 Madison, WI 53703
 Phone: 608-261-1111
 Fax: 608-261-1112
 Website: www.msa.com

Project No. 500335085
 Date 3/11/11
 Sheet 3 of 8

Prepared by: Great Northern Timber Company LLC
 P.O. Box 1027
 Wisconsin Rapids, WI 54985-1027

Condominium Plat
 See Sheet 2 of 8
 See Sheet 5 of 8
 See Sheet 6 of 8

See Sheet 4 of 8



MSA
Map Service Agency
Professional Surveyors
P.O. Box 1027
Wisconsin Rapids, WI 54495-1027

Prepared by: J. Anderson
Checked by: J. Anderson
Date: 9 Oct. 2012
Scale: 1" = 50'

See Sheet 3 of 8

Condominium Plat

Prepared by: Great Northern Timber Company LLC
P.O. Box 1027
Wisconsin Rapids, WI 54495-1027

Project No. 501335085
Sheet 3 of 8

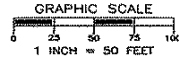
Beach Bay

condominium

Lot 1 and Lot 2 of Wood County Certified Survey Map number _____ as recorded in Volume ____ of Survey Maps on Page ____ as Document number 2012R_____.
 Located in the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

See Sheet 2 of 8

See Sheet 3 of 8



Plot of Survey
 MSA - Marc A. Lenda
 Dated: 7/25/07
 owned by the plotter.



See Sheet 6 of 8

Number	Bearing
TB1	N 88°22'09" E
TB2	N 61°24'18" W
TB3	N 72°12'01" W
TB4	N 30°58'51" W
TB5	N 26°52'47" W
TB6	N 51°57'47" W
TB7	S 88°17'36" E
TB8	N 51°22'46" W
TB9	N 13°19'59" E
TB10	S 46°40'01" E

Number	Radius	Delta Angle	Chord Bearing	Chord	Length
C1	333.00'	41°13'10"	N 51°35'26" W	234.43'	239.56'
C2	660.72'	10°47'43"	N 66°48'09.5" W	124.30'	124.49'
C3	833.00'	30°13'33"	N 76°31'04.5" W	434.36'	439.44'
C4	433.00'	25°05'00"	S 39°25'17" E	188.05'	189.56'
C5	267.00'	45°19'14"	S 49°32'24" E	205.73'	211.20'
C6	726.72'	10°47'43"	S 66°48'09.5" E	136.72'	136.92'
C7	333.00'	32°12'37"	N 47°05'09.5" W	184.75'	187.20'
C8	333.00'	09°00'33"	N 67°41'44.5" W	52.31'	52.36'
C9	660.72'	01°11'23"	N 71°36'19.5" W	13.72'	13.72'
C10	660.72'	03°41'40"	N 69°09'48" W	42.59'	42.60'
C11	660.72'	05°22'53"	N 64°37'31.5" W	62.04'	62.06'
C12	660.72'	00°31'47"	N 61°40'11.5" W	6.11'	6.11'
C13	833.00'	03°51'10"	N 63°19'53" W	56.00'	56.01'
C14	833.00'	04°15'57"	N 67°23'26.5" W	62.01'	62.02'
C15	833.00'	04°16'57"	N 71°39'53.5" W	62.25'	62.26'
C16	833.00'	04°19'25"	N 75°58'04.5" W	62.84'	62.86'
C17	833.00'	05°25'32"	N 80°50'33" W	78.85'	78.88'
C18	833.00'	06°04'32"	N 87°35'35" W	117.31'	117.41'
C19	133.00'	52°12'42"	N 47°13'38" E	117.05'	121.20'
C20	67.00'	52°12'42"	N 47°13'38" E	58.96'	61.05'
C21	66.00'	300°00'00"	S 16°40'01" E	66.00'	345.58'
C22	133.00'	36°09'00"	N 39°11'47" E	82.53'	83.92'
C23	133.00'	16°03'42"	N 65°18'08" E	37.16'	37.28'
C24	66.00'	78°22'25"	N 52°31'11.5" E	83.40'	90.28'
C25	66.00'	36°54'50"	S 69°50'11" E	41.79'	42.52'
C26	66.00'	66°52'35"	S 17°56'28.5" E	72.74'	77.04'
C27	66.00'	117°50'10"	S 74°24'54" W	113.05'	135.74'
C28	333.00'	04°06'04"	S 28°55'49" E	23.83'	23.84'
C29	367.00'	09°15'23"	S 31°30'28.5" E	59.23'	59.29'
C30	433.00'	37°58'57"	S 70°57'15.5" E	281.82'	287.05'
C31	833.00'	11°13'33"	N 82°45'22.5" E	162.95'	163.21'

Number	Direction	Distance
L1	S 26°20'22" E	76.76'
L2	S 79°07'21" E	65.95'
L3	N 82°06'51" E	72.58'
L4	S 65°02'39" E	62.02'
L5	S 52°02'36" E	64.05'
L6	S 54°51'14" E	63.32'
L7	S 61°08'02" E	62.28'
L8	S 74°50'53" E	62.65'
L9	S 70°02'55" E	68.11'
L10	N 78°10'38" E	74.29'
L11	S 23°24'06" W	131.67'
L12	N 14°38'14" E	129.±
L13	S 29°33'15" W	140.±
L14	N 15°20'49" E	127.34'
L15	N 74°30'11" W	25.92'
L16	S 73°19'59" W	3.56'
L17	S 73°19'59" W	3.56'
L18	S 43°02'23" W	69.36'
L19	N 49°22'52" W	66.27'
L20	N 48°28'54" W	90.95'

MSA Marc A. Lenda
 Professional Surveyor - Wisconsin
 State License No. 11001-0001
 925 Johnson Street, Neenah, WI 54956
 (920) 835-8274

Project No. P-130131-31350081-land-0103335005-land
 Plot No. 1811
 Issue Date 9 OCT 2012
 Scale 1" = 50'

Condominium Plat

Prepared for: Great Northern Timber Company LLC
 P.O. Box 1027
 Wisconsin Rapids, WI 54495-1027

Project No. 390355005
 Sheet 8

NSA
 NATIONAL SURVEYING ASSOCIATION
 REGISTERED PROFESSIONAL SURVEYORS
 WISCONSIN
 1000 Wisconsin Avenue, Suite 1000
 Madison, WI 53703
 Phone: 608.261.1111
 Fax: 608.261.1112
 Email: info@nsa-wisconsin.com

Project No. 2012R07688
 Date: 9/03/2012
 Scale: 1" = 50'

Drawn by: GJR
 Checked by: GJR
 Date: 9/03/2012

Wood County
 P.O. Box 1027
 Wisconsin Rapids, WI 54485-1027

Great Northern Timber Company, LLC

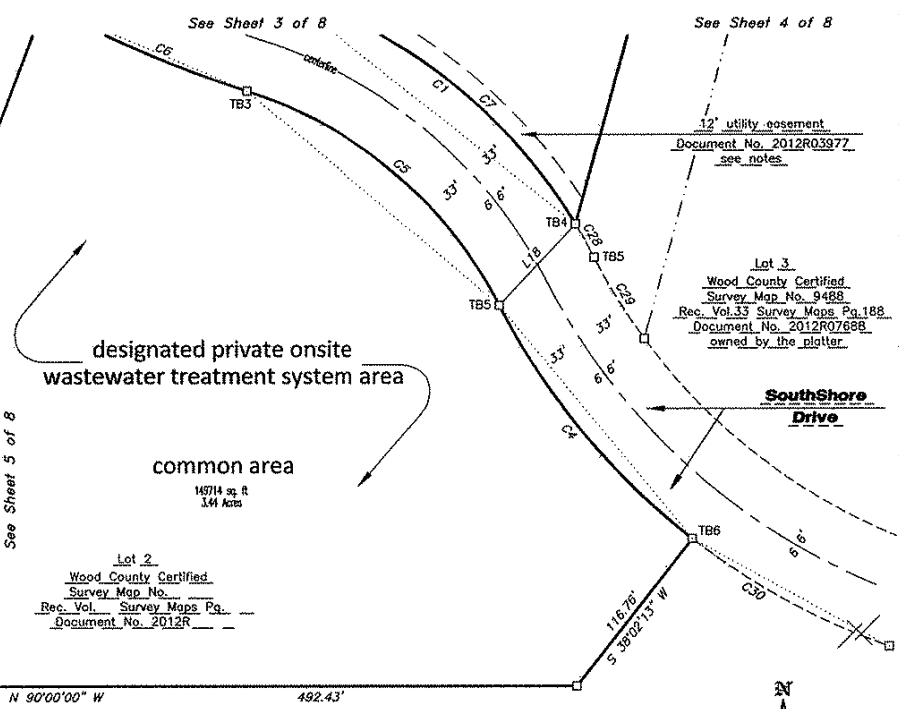
Condominium Plat

See Sheet 5 of 8

Beach Bay

condominium

Lot 1 and Lot 2 of Wood County Certified Survey Map number _____ as recorded in Volume _____ of Survey Maps on Page _____ as Document number 2012R_____.
 Located in the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.



designated private onsite wastewater treatment system area

common area
 14974 sq. ft.
 0.34 Acres

Lot 2
 Wood County Certified
 Survey Map No. _____
 Rec. Vol. _____ Survey Maps Pg. _____
 Document No. 2012R_____

Lot 4
 Wood County Certified
 Survey Map No. 9488
 Rec. Vol. 33 Survey Maps Pg. 188
 Document No. 2012R07688
 owned by the plotter.

See Sheet 4 of 8

12' utility easement
 Document No. 2012R03977
 see notes

Lot 3
 Wood County Certified
 Survey Map No. 9488
 Rec. Vol. 33 Survey Maps Pg. 188
 Document No. 2012R07688
 owned by the plotter.

South Shore Drive



The North line of the Northwest Quarter of Section 6, T21N, R6E was assigned a bearing of N 89°16'51" E as the basis of bearings on this plat.

- LEGEND:**
- ⊕ - Harrison cast iron monument, found
 - ⊙ - Waupaca cast iron monument, found
 - ⊗ - 2 1/2" O.D. round iron pipe, found
 - ⊠ - 1 1/4" O.D. round iron pipe with plastic cap, found
 - - 3/4" round iron rod, found
 - - 1 1/4" round iron rod, found
 - - 1 1/4" X 18" round iron re-bar, placed weighing 4.30 lbs per lineal ft.
 - - 3/4" X 18" round iron re-bar, placed weighing 1.50 lbs per lineal ft.
 - () - Recorded as
 - - Vicinity / Ownership tie



Beach Bay

condominium

Lot 1 and Lot 2 of Wood County Certified Survey Map number _____ as recorded in Volume _____ of Survey Maps on Page _____ as Document number 2012R _____ Located in the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

LEGAL DESCRIPTION:

Lot 1 and Lot 2 of Wood County Certified Survey Map number _____ as recorded in Volume _____ of Survey Maps on Page _____ as Document number 2012R _____ Located in the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin, more particularly described as follows:

Commencing at the Northwest corner of said Section 6, thence N 89°36'51" E along the North line of the Northwest Quarter of said Section 6 a distance of 2201.18 feet to the North Quarter corner of said Section 6, thence S 00°42'06" E along the North-South Quarter line of said Section 6 a distance of 1473.67 feet to the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 6, thence S 89°59'47" E along the South line of the Northwest Quarter of the Northeast Quarter of said Section 6 a distance of 1123.20 feet to a meander line of NEPCo Lake, thence N 48°28'54" W along said meander line a distance of 90.95 feet to the East line of a 60' Public Access to NEPCo Lake, thence N 49°22'52" W along said meander line a distance of 66.27 feet to the West line of said Public Access and the POINT OF BEGINNING, thence S 15°29'49" W along the West line of said Public Access a distance of 491.11 feet to the Southwest corner thereof and the North right-of-way line of SouthShore Drive, thence S 43°02'23" W a distance of 69.36 feet to the South right-of-way line of said SouthShore Drive and a non-tangent curve to the left which has a radius of 433.00 feet, a delta angle of 25°05'00" and a chord that bears S 39°25'17" E a distance of 188.05 feet, thence along said South right-of-way line and the arc of said curve a distance of 189.56 feet to a Northerly corner of Lot 4 of Wood County Certified Survey Map No. 9488, thence S 38°02'13" W along the Northerly line of said Lot 4 a distance of 116.76 feet to a Northerly corner thereof, thence N 90°00'00" W along the Northerly line of said Lot 4 a distance of 492.43 feet, thence N 20°58'24" E a distance of 454.72 feet to the South right-of-way line of said SouthShore Drive and a non-tangent curve to the left which has a radius of 726.72 feet, a delta angle of 10°47'43" and a chord that bears S 66°48'09.5" E a distance of 136.72 feet, thence along said South right-of-way line and the arc of said curve a distance of 136.92 feet to a curve to the right which has a radius of 267.00 feet, a delta angle of 45°19'14" and a chord that bears S 49°32'24" E a distance of 205.73 feet, thence along said South right-of-way line and the arc of said curve a distance of 211.20 feet, thence N 43°02'23" E a distance of 69.36 feet to the Southwest corner of a 60' Public Access to NEPCo Lake, the North right-of-way line of said SouthShore Drive and a non-tangent curve to the left which has a radius of 333.00 feet, a delta angle of 41°13'10" and a chord that bears N 51°35'26" W a distance of 234.43 feet, thence the following bearings and distances along said North right-of-way line and the arc of said curve a distance of 239.56 feet to a curve to the right which has a radius of 660.72 feet, a delta angle of 10°47'43" and a chord that bears N 66°48'09.5" W a distance of 124.30 feet, thence along the arc of said curve a distance of 124.49 feet to a curve to the left which has a radius of 833.00 feet, a delta angle of 30°13'33" and a chord that bears N 76°31'04.5" W a distance of 434.36 feet, thence along the arc of said curve a distance of 439.44 feet to the Southeast corner of Lot 10 of the Wood County Plat of SouthShore at NEPCo Lake, thence departing from said North right-of-way line, N 30°52'01" E along the East line of said Lot 10 a distance of 486.58 feet to a meander line of NEPCo Lake, thence the following bearings and distances along said meander line, S 26°20'22" E a distance of 76.78 feet, thence S 79°07'21" E a distance of 65.95 feet, thence N 82°06'51" E a distance of 72.58 feet, thence S 65°02'39" E a distance of 62.02 feet, thence S 52°03'58" E a distance of 94.05 feet, thence S 54°51'14" E a distance of 63.32 feet, thence S 61°08'02" E a distance of 62.28 feet, thence S 74°50'53" E a distance of 62.65 feet, thence S 70°02'55" E a distance of 68.11 feet, thence departing from said meander line, S 23°24'06" W a distance of 131.67 feet to a non-tangent curve to the right which has a radius of 66.00 feet, a delta angle of 38°54'50" and a chord that bears S 69°50'11" E a distance of 41.79 feet, thence along the arc of said curve a distance of 42.52 feet, thence N 15°29'49" E a distance of 127.34 feet to a meander line of NEPCo Lake, thence N 78°10'36" E along said meander line a distance of 74.29 feet to the West line of said 60' Public Access to NEPCo Lake, the end of said meander line and the POINT OF BEGINNING.

Including all lands lying between the boundary lines extended, the meander line and the ordinary high water mark of NEPCo Lake.

Subject to easements, covenants, restrictions and right-of-ways of record.

NOTES:

Beach Bay condominium 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 "Domter Lands"

12' Utility Easement, underground and overhead recorded as Document number 2012R03977 to Wisconsin Power and Light Company; Wood County Telephone Company D/B/A Solarus; Charter Cable Partners, LLC D/B/A Charter Communications and Wisconsin Gas LLC, D/B/A Wo Energies.

The Declarant and its affiliates, and their successors and assigns, hereby reserve a permanent easement over and across all private roads and access ways within Beach Bay Condominium for the benefit of other lands owned or acquired by the Declarant, its affiliates, and their successors and assigns. See Declarations for more information.

Beach Bay condominium contains: 479,602 square feet or 11.01 acres total

Project No. 500335085
Sheet 7 of 7
Wisconsin Rapids, WI 54495-1027
Great Northern Timber Company LLC
P.O. Box 1027
Project No. 500335085
Prepared for:
Condominium Plat
Date: 9/04/2012
Checked by: GJR
Drawn by: CIR
Plot No. File: P:\30335085\30335085.DWG
Plot No. File: P:\30335085\30335085.DWG



Beach Bay

condominium

Lot 1 and Lot 2 of Wood County Certified Survey Map number _____ as recorded in Volume _____ of Survey Maps on Page _____ as Document number 2012R _____
Located in the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

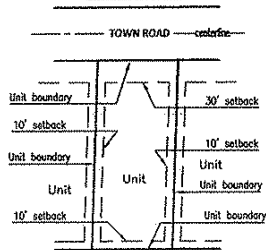
PROFESSIONAL LAND SURVEYOR
STATE OF WISCONSIN
No. 10000
Name: [Name]
Address: [Address]
City: [City]

Scale: 1" = 50'
Date: 9 Oct. 2012
Owner: [Owner]
Checked by: [Checked by]

Condominium Plat

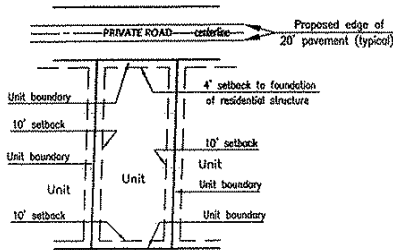
Project No. 500335085
Sheet 1 of 1

RESIDENTIAL STRUCTURE
TYPICAL BUILDING ENVELOPES AND SETBACKS
NOT TO SCALE



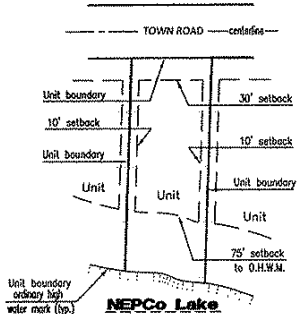
The building setbacks, as shown hereon are to the furthest extension of any portion of the residential structure constructed on any unit unless otherwise indicated.

RESIDENTIAL STRUCTURE
TYPICAL BUILDING ENVELOPES AND SETBACKS
NOT TO SCALE



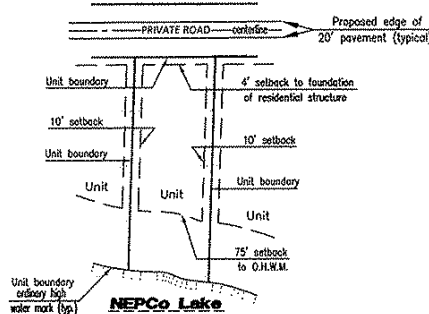
The building setbacks, as shown hereon are to the furthest extension of any portion of the residential structure constructed on any unit unless otherwise indicated.

RESIDENTIAL STRUCTURE
TYPICAL BUILDING ENVELOPES AND SETBACKS
NOT TO SCALE



The building setbacks, as shown hereon are to the furthest extension of any portion of the residential structure constructed on any unit unless otherwise indicated.

RESIDENTIAL STRUCTURE
TYPICAL BUILDING ENVELOPES AND SETBACKS
NOT TO SCALE



The building setbacks, as shown hereon are to the furthest extension of any portion of the residential structure constructed on any unit unless otherwise indicated.

2012R12044

FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR
BEACH BAY CONDOMINIUM

SUSAN E. GINTER
WOOD COUNTY
REGISTER OF DEEDS

Document Number

Title of Document

RECORDED ON
11/08/2012 02:47PM

REC FEE: 30.00
EXEMPT #: N/A
PAGES: 5

Record this document with the Register of Deeds

Name and Return Address:

Michael D. Orgeman, Esq.
Lichtsinn & Haensel, s.c.
111 East Wisconsin Avenue, #1800
Milwaukee, WI 53202

30.00 P Pouloski Development

**FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR
BEACH BAY CONDOMINIUM**

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM for Beach Bay Condominium (this "First Amendment") is made this 7TH day of November, 2012, by Great Northern Timber Company, LLC, a Wisconsin limited liability company (hereinafter "Declarant"), pursuant to the Declaration of Condominium for **BEACH BAY CONDOMINIUM** ("Condominium") recorded on August 25, 2012 as Document No. 2012R11517, in the Office of the Register of Deeds for Wood County, Wisconsin (the "Declaration").

WHEREAS, the land which is subject to the Declaration is located in the Town of Saratoga, Wood County, Wisconsin, and is legally described on Exhibit A which is attached hereto and incorporated herein by reference; and

WHEREAS, Declarant, as the current owner of 100% of the Units subject to the Declaration, has the right, pursuant to Subparagraph of BB of Section 18 of the Declaration, to amend the Declaration;

WHEREAS, Declarant desires to amend the Declaration to provide that each Unit Owner may construct one (1) accessory building on a Unit not exceeding 800 sq. feet as set forth herein;

NOW, THEREFORE, for and in consideration of the premises, it is hereby agreed that the Declaration is hereby amended as follows:

1. Amendment.

As of the date of recording this First Amendment, the original Declaration is amended by adding the following sentence to the end of Section 18(N) of the Declaration:

Notwithstanding the foregoing, a Unit Owner may construct one (1) accessory building (outbuilding) on a Unit not exceeding 800 sq. feet. Any accessory building must be located at least 300 feet from the ordinary high water mark of NEPCO Lake. All outbuildings must match the siding, windows, and color scheme of the principal structure on the Unit. Outbuildings must be approved by the ACC as to design, location, materials, color scheme and landscaping. No outbuilding shall be constructed on any Unit prior to the commencement of construction of the single-family residence on such Unit without the prior written approval of the ACC. All Unit owners are further advised that outbuilding construction is also subject to applicable zoning ordinances.

2. Effective Date.

The effective date of this First Amendment shall be the date it is recorded in the

Office of the Register of Deeds for Wood County, Wisconsin.

3. Miscellaneous.

All terms not specifically defined herein shall have the same meanings as provided in the Declaration. Except as modified by this First Amendment, the Declaration remains in full force and effect and is hereby ratified and approved for all purposes.

IN WITNESS WHEREOF, this First Amendment has been executed by a duly authorized member of Declarant, as of the date first set forth above.

DECLARANT:

GREAT NORTHERN TIMBER COMPANY, LLC, a Wisconsin limited liability company

By: [Signature]
Name: Brad Pavloski
Title: Member

STATE OF WISCONSIN)
)ss.
Wood COUNTY)

Personally came before me this 7th day of November 2012, the above-named Brad Pavloski, member of Great Northern Timber Company, LLC, a Wisconsin limited liability company, who acknowledges that he executed the foregoing instrument on behalf of said limited liability company and by its authority, for the purposes set forth therein.

[Signature]
Printed Name: Dana K Szymanski
Notary Public, Wood County
State of Wisconsin
My Commission expires: 2-2



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

EXHIBIT A
LEGAL DESCRIPTION

Unit 1 through Unit 11 inclusive of Beach Bay Condominium. Recorded on 25th day of October, 2012 in Volume 1 of Condo Plats at Page 43 as Document number 2012R11518. Declaration of Condominium for Beach Bay Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R11517.

Being Lot 1 and Lot 2 of Wood County Certified Survey Map number 9528 as recorded in Volume 34 of Survey Maps on Page 28 as Document number 2012R11202. Located in the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

SECOND AMENDMENT TO DECLARATION OF
 CONDOMINIUM FOR BEACH BAY CONDOMINIUM
 TOWN OF SARATOGA,
 WOOD COUNTY, WISCONSIN.
 Document Title

Document Number



* 2 0 1 6 R 0 1 9 6 6 *

2016R01966

SUSAN E. GINTER
 WOOD COUNTY
 REGISTER OF DEEDS
 RECORDED ON
 03/21/2016 11:27AM
 REC FEE: 30.00
 EXEMPT #: N/A
 PAGES: 20

Recording Area

Name and Return Address:

ATTORNEY WILLIAM A. METCALF
 METCALF AND QUINN S. C.
 PO BOX 759
 WISCONSIN RAPIDS WI 54494-0759

300E BWA

Parcel Identification Number (PIN)

THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM for "Beach Bay Condominium" is made this 15th day of March, 2016, by CHARLES C. SUTTON and LYNN A. SUTTON, husband and wife, owners of Units 2 and 3 in Beach Bay (hereinafter referred to as "Suttons")

WITNESSETH:

WHEREAS, the Declaration of Condominium for Beach Bay Condominium was recorded October 25, 2012, in the office of the Register of Deeds for Wood County, Wisconsin, as Document No.: 2012R11517; and amended in the First Amendment to Declaration recorded on November 8, 2012 as Document No. 2012R12044, (hereinafter referred to as "the Declaration"); and

WHEREAS, the land which is subject to the Declaration is located in the Town of Saratoga, Wood County, Wisconsin, and is legally described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the Beach Bay Condominium Plat which is subject to the Declaration and this Second Amendment is attached hereto as Exhibit B and made a part hereof; and

WHEREAS, pursuant to Chapter 703 of the Wisconsin Statutes, and Section 13 of the Declaration, the Suttons wish to amend the Beach Bay Condominium Declaration by providing for the right to merge two (2) or more adjoining units into one (1) unit in accordance with the Wisconsin Condominium Act; and

Whereas, section 703.09(2) Wis. Stats. and Section 13 of the Declaration allow the Declaration to be amended by the written consent of at least sixty-seven percent (67%) of the aggregate votes in the condominium; and

WHEREAS, eleven (11) unit owners have consented in writing to the merger of adjoining units; and

WHEREAS, the above-described eleven (11) written unit owner consents for the merger of adjoining units constitute one hundred percent (100%) of the unit owners in Beach Bay Condominium; and

WHEREAS, the above-described written consents of unit owners are attached hereto as Exhibit C and made a part hereof.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is hereby amended by Charles C. Sutton and Lynn A. Sutton, owners of Units 2 & 3 of Beach Bay Condominium, as follows:

The unit owners shall have the right to merge two (2) or more adjoining units into one (1) unit in accordance with the provisions of the Wisconsin Condominium Act.

The effective date of this Second Amendment shall be the date it is recorded in the office of the Register of Deeds for Wood County, Wisconsin.

All terms and conditions not specifically defined herein shall have the same meaning as provided in the Declaration. Except as modified by this Second Amendment, the Declaration remains in full force and effect, and is hereby ratified and approved for all purposes.

In witness whereof, this Second Amendment has been executed as of the date first set forth above.

Charles C. Sutton

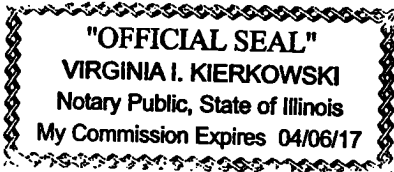
Charles C. Sutton, owner of Units 2 and 3

Lynn A. Sutton

Lynn A. Sutton, owner of Units 2 and 3

STATE OF ILLINOIS)
COUNTY OF DUPAGE)
:SS

Personally came before me, this 15 day of March, 2016, the above-named, **CHARLES C. SUTTON** and **LYNN A. SUTTON**, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Virginia I. Kierkowski

Notary Signature

VIRGINIA I KIERKOWSKI

Print Name of Notary

Notary Public, State of ILLINOIS

My commission/term expires 4-6-17

This Instrument Drafted by:
Atty. William A. Metcalf
Metcalf & Quinn S.C.
480 East Grand Avenue
Wisconsin Rapids, WI 54494

**EXHIBIT A
LEGAL DESCRIPTION**

Unit 1 through Unit 11 inclusive of Beach Bay Condominium. Recorded on 25th day of October, 2012 in Volume 1 of Condo Plats at Page 43 as Document number 2012R11518. Declaration of Condominium for Beach Bay Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R11517.

Being Lot 1 and Lot 2 of Wood County Certified Survey Map number 9528 as recorded in Volume 34 of Survey Maps on Page 28 as Document number 2012R11202. Located in the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

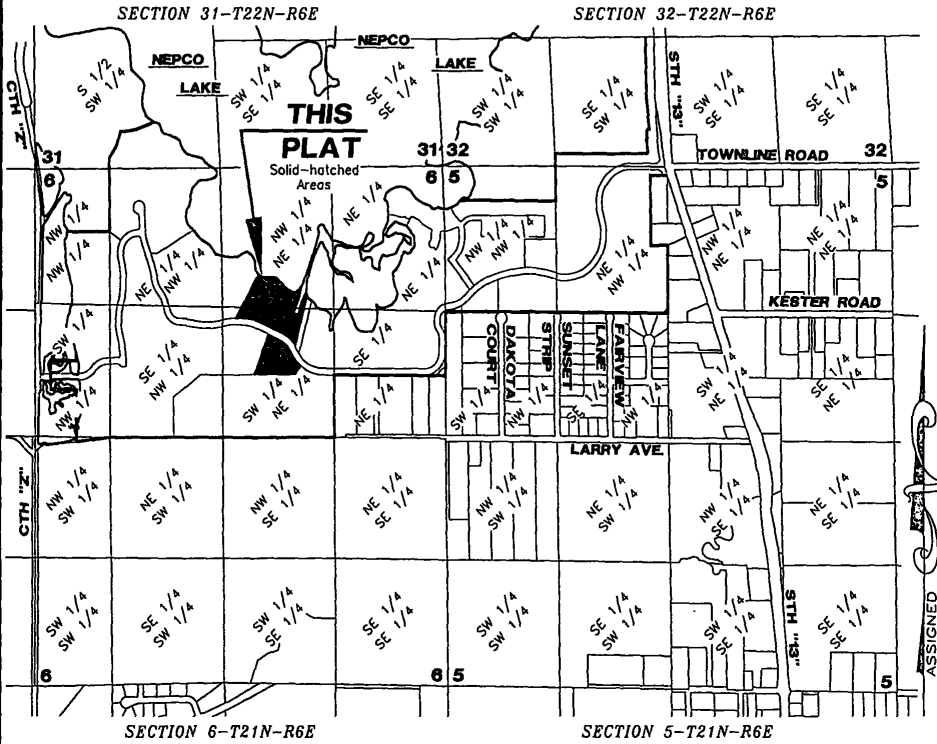
EXHIBIT "B"

Beach Bay

condominium

Lot 1 and Lot 2 of Wood County Certified Survey Map number 2528 as recorded in Volume 34 of Survey Maps on Page 28, as Document number 2012R11202. Located in the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

LOCATION MAP
SCALE: 1" = 1000'



NSA

INSURANCE - MUNICIPAL
DEVELOPMENT - ENVIRONMENTAL
PLANNING - SURVEYING
CONSULTING - DESIGN
1000 Wisconsin Road
Saratoga, WI 53089
Phone: 262.335.0885
Fax: 262.335.0886
www.nsa-wisconsin.com

Case File: P130A031335053 (add) 000335053.DWG
Title: 9 Oct, 2012
Checked By: GJR
Scale: 1" = 50'

Condominium Plat

PREPARED FOR:
Great Northern Timber Company LLC
P.O. Box 1027
Wisconsin Rapids, WI, 54495-1027

Project No. 500335085
Sheet 1 of 8

SURVEYOR'S CERTIFICATE:

I, Christopher J. Renner, hereby certify that I am a Licensed Land Surveyor authorized to practice that profession in this state; and
That I have fully complied with the provisions of Chapter 703 of the Wisconsin State Statutes, Wood County Ordinance #701 and the Town of Saratoga Building Code Ordinance No. 03-21-2007A, as amended; and
That I have surveyed and mapped the property described and shown upon these sheets of this Condominium Plat at the direction of Brad Pavloski for Great Northern Timber Company, LLC, owner; and
That said plat is a true and correct representation of the lands surveyed and the condominium described, to the best of my knowledge and belief; and
That the identification and location of each unit and the common elements can be determined from the plat.

Christopher J. Renner
NSA PROFESSIONAL SERVICES, INC.
CHRISTOPHER J. RENNER, WISCONSIN REGISTERED LAND SURVEYOR #2411



COUNTY OF WOOD:

The County of Wood does hereby certify that the Condominium Plat of Clearwater Bay be and hereby is approved in compliance with the Wood County Shoreland Zoning Ordinance #704 and Chapter 701.04(5) of the Wood County Land Subdivision Ordinance #701.

Date: 10-25-12

John R. [Signature]
Plat Review Officer

RECORDED IN
SUSAN E. GINTER
WOOD COUNTY
REGISTER OF DEEDS
10/25/2012 03:00PM
REC FEE: \$6.00
EXEMPT #: 8
PAGES: 8

John R. [Signature]
Timber Co.



Beach Bay

condominium

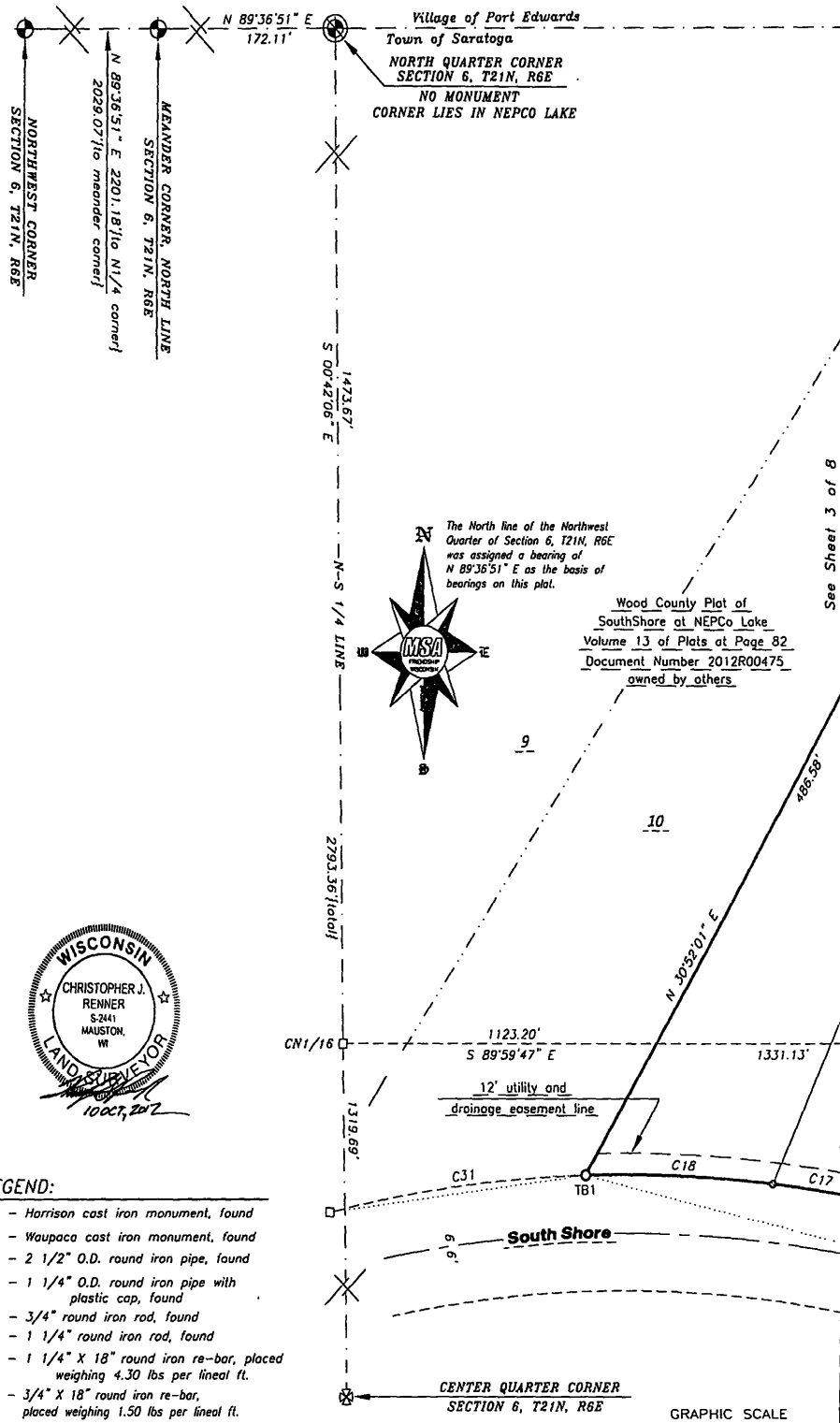
Lot 1 and Lot 2 of Wood County Certified Survey Map number 7528 as recorded in Volume 34 of Survey Maps on Page 28, as Document number 2012R11707.
 Located in the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

TRANSMITTAL INFORMATION
 COMMERCIAL
 CONDOMINIUM
 P:\3001331335085\card\1300335085.dwg
 Date: 9 OCT 2012
 1" = 50'

Condominium Plat

PREPARED FOR:
 Great Northern Timber Company LLC
 P.O. Box 1027
 Wisconsin Rapids, WI 54495-1027

Project No:
 500335085
 Sheet:
 2 of 8



See Sheet 5 of 8

See Sheet 3 of 8



Beach Bay

condominium

Lot 1 and Lot 2 of Wood County Certified Survey Map number ~~952B~~ as recorded in Volume ~~24~~ of Survey Maps on Page ~~2B~~ as Document number ~~2012R1122Z~~.
Located in the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.
4853.20' (total Section 6)

TRANSFERRING - MUNICIPAL DEVELOPER - ENVIRONMENTAL
MSA
Professional Surveyor
7600 West Industrial Ave., Suite 300
Milwaukee, WI 53224
Phone: 414.491.0000
Fax: 414.491.0001
www.msa-survey.com

Case No. P:\300335083\300335083.dwg
Date: 9 Oct. 2012

Drawn by: CIR
Checked by: GPR

Scale: 1" = 50'

Condominium Plat

Prepared for: Great Northern Timber Company LLC
P.O. Box 1027
Wisconsin Rapids WI 54495-1027

Project No. 500335083

Sheet 3 of 8

N 89°36'51" E

1326.01'



Beach Bay

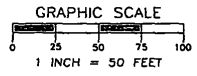
Units 1-11
281081 sq. ft
6.45 Acres
{to meander line}
329888± sq. ft
7.57± Acres
{total}



NEPCo Lake

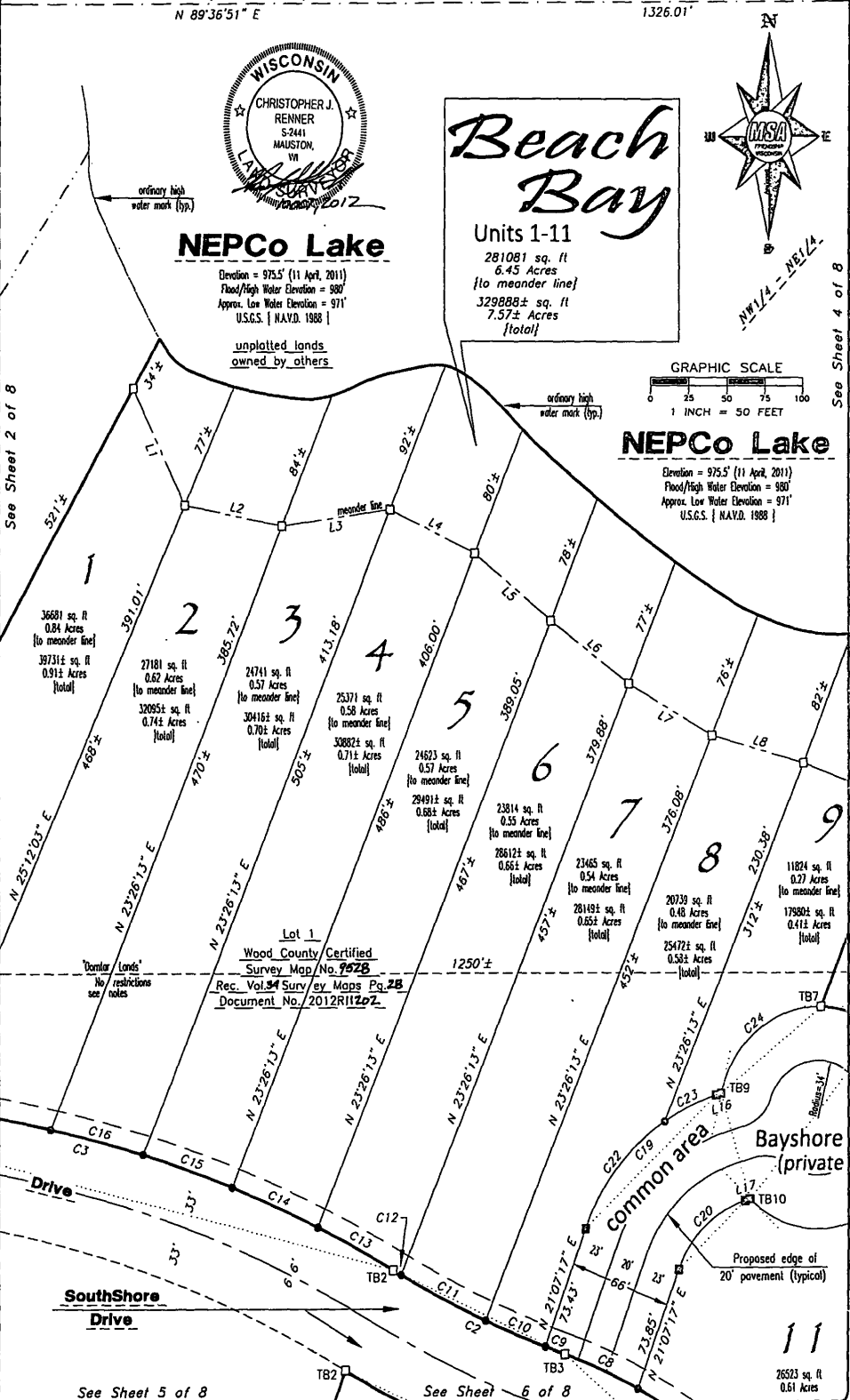
Elevation = 975.5' (11 April, 2011)
Flood/High Water Elevation = 980'
Approx. Low Water Elevation = 971'
U.S.G.S. | NAVD. 1988 |

unplatted lands
owned by others



NEPCo Lake

Elevation = 975.5' (11 April, 2011)
Flood/High Water Elevation = 980'
Approx. Low Water Elevation = 971'
U.S.G.S. | NAVD. 1988 |



See Sheet 2 of 8

See Sheet 4 of 8

See Sheet 5 of 8

See Sheet 6 of 8

Beach Bay

condominium

Lot 1 and Lot 2 of Wood County Certified Survey Map number 9528 as recorded in Volume 34 of Survey Maps on Page 28 as Document number 2012R11202.
Located in the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

MSA
MILWAUKEE SURVEYING & ENGINEERING, LLC
1700 WEST WISCONSIN AVENUE, SUITE 200
MILWAUKEE, WI 53233-3333
TEL: 414.224.8800 FAX: 414.224.8801
WWW.MSAENGINEERING.COM
Project No. 500335085
Sheet 8

Case No. P13013335085
Filed 9 Oct. 2012
Divided by GPR
Scale 1" = 50'

See Sheet 3 of 8

Condominium Plat

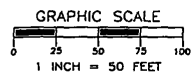
PREPARED FOR:
Great Northern Timber Company LLC
P.O. Box 1027
Wisconsin Rapids, WI. 54495-1027

Project No. 500335085
Sheet 8

SECTION 31
SECTION 6

2652.02' [total]
E1/16N 1326.01'

- LEGEND:**
- Harrison cast iron monument, found
 - Waupaco cast iron monument, found
 - 2 1/2" O.D. round iron pipe, found
 - 1 1/4" O.D. round iron pipe with plastic cap, found
 - 3/4" round iron rod, found
 - 1 1/4" round iron rod, found
 - 1 1/4" X 18" round iron re-bar, placed weighing 4.30 lbs per lineal ft.
 - 3/4" X 18" round iron re-bar, placed weighing 1.50 lbs per lineal ft.
 - Recorded as
 - Vinculum / Ownership tie



NORTHEAST CORNER
SECTION 6, T21N, R6E
NO MONUMENT
CORNER LIES IN NEPCO LAKE

NEPCo Lake

Elevation = 975.5' (11 April, 2011)
Flood/High Water Elevation = 980'
Approx. Low Water Elevation = 971'
U.S.G.S. | N.A.V.D. 1988 |

See Sheet 3 of 8

unplatted lands
owned by others

Lot 3
Wood County Certified
Survey Map No. 9528
Rec. Vol. 34 Survey Maps Pg. 28
Document No. 2012R11202
owned by the platter

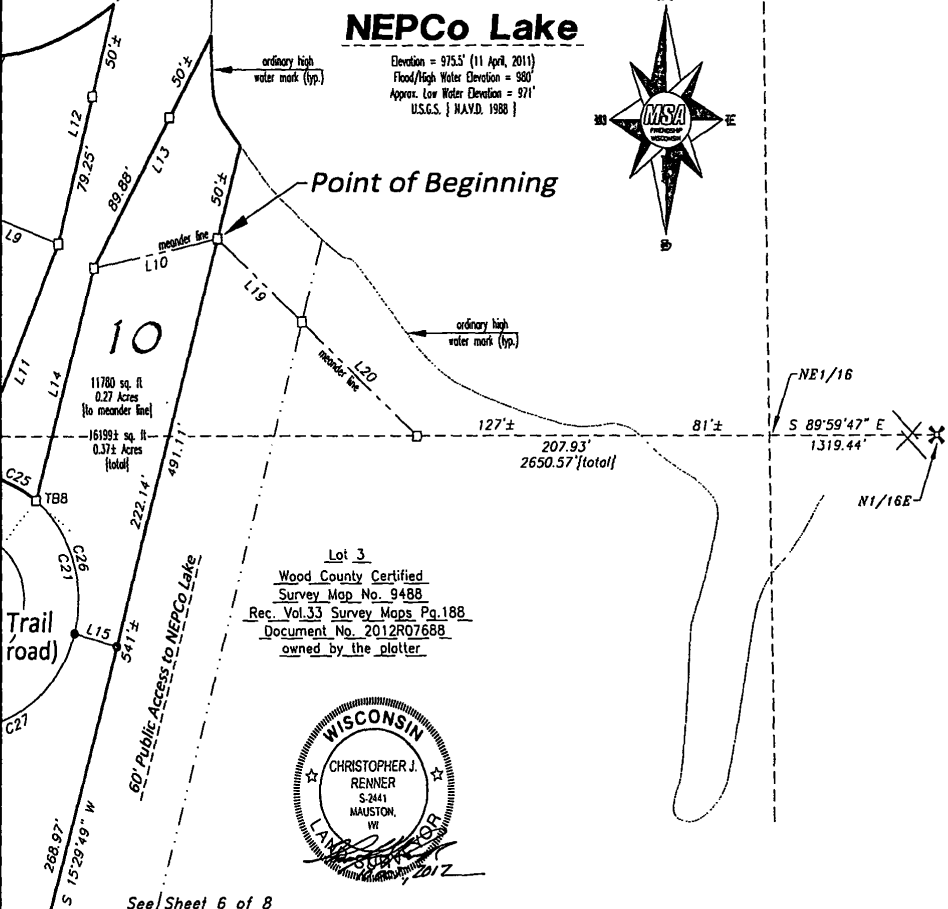
The North line of the Northwest Quarter of Section 6, T21N, R6E was assigned a bearing of N 89°36'51" E as the basis of bearings on this plot.

NEPCo Lake

Elevation = 975.5' (11 April, 2011)
Flood/High Water Elevation = 980'
Approx. Low Water Elevation = 971'
U.S.G.S. | N.A.V.D. 1988 |



Point of Beginning



Lot 3
Wood County Certified
Survey Map No. 9488
Rec. Vol. 33 Survey Maps Pg. 188
Document No. 2012R07688
owned by the platter



See Sheet 6 of 8

Beach Bay

condominium

Lot 1 and Lot 2 of Wood County Certified Survey Map number 9528 as recorded in Volume 34 of Survey Maps on Page 28, as Document number 2012R11202.
 Located in the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

See Sheet 2 of 8

See Sheet 3 of 8

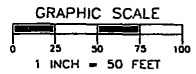


TRANSCORPORATION A MUNICIPAL
 OFFICE: 1000 W. WISCONSIN ST., SARATOGA, WI 54581
 PHONE: 920.261.1000 FAX: 920.261.1001
 WWW.MSAWI.COM

Case File: P:\304\3335085\CADD\SD0303085.DWG
 Plot Book: File
 Drawn by: CIR
 Checked by: GPH
 Date: 9 Oct. 2012
 Scale: 1" = 50'

Condominium Plat

Prepared for: Great Northern Timber Company LLC
 P.O. Box 1027
 Wisconsin Rapids, WI. 54995-1027



Plot of Survey
 MSA - Marc A. Londo
 Dated: 7/25/07
 owned by the plotter



Number	Bearing
TB1	N 88°22'09" E
TB2	N 61°24'18" W
TB3	N 72°12'01" W
TB4	N 30°58'51" W
TB5	N 26°52'47" W
TB6	N 51°57'47" W
TB7	S 88°17'36" E
TB8	N 51°22'46" W
TB9	N 13°19'59" E
TB10	S 46°40'01" E

Number	Radius	Delta Angle	Chord Bearing	Chord	Length
C1	333.00'	41°13'10"	N 51°35'26" W	234.43'	239.56'
C2	660.72'	10°47'43"	N 66°48'09.5" W	124.30'	124.49'
C3	833.00'	30°13'33"	N 76°31'04.5" W	434.36'	439.44'
C4	433.00'	25°05'00"	S 39°25'17" E	188.05'	189.56'
C5	267.00'	45°19'14"	S 49°32'24" E	205.73'	211.20'
C6	726.72'	10°47'43"	S 66°48'09.5" E	136.72'	136.92'
C7	333.00'	32°12'37"	N 47°05'09.5" W	184.75'	187.20'
C8	333.00'	09°00'33"	N 67°41'44.5" W	52.31'	52.36'
C9	660.72'	01°11'23"	N 71°36'19.5" W	13.72'	13.72'
C10	660.72'	03°41'40"	N 69°09'48" W	42.59'	42.60'
C11	660.72'	05°22'53"	N 64°37'31.5" W	62.04'	62.06'
C12	660.72'	00°31'47"	N 61°40'11.5" W	6.11'	6.11'
C13	833.00'	03°51'10"	N 63°19'53" W	56.00'	56.01'
C14	833.00'	04°15'57"	N 67°23'26.5" W	62.01'	62.02'
C15	833.00'	04°16'57"	N 71°39'53.5" W	62.25'	62.26'
C16	833.00'	04°19'25"	N 75°58'04.5" W	62.84'	62.86'
C17	833.00'	05°25'32"	N 80°30'33" W	78.85'	78.88'
C18	833.00'	08°04'32"	N 87°35'35" W	117.31'	117.41'
C19	133.00'	52°12'42"	N 47°13'38" E	117.05'	121.20'
C20	67.00'	52°12'42"	N 47°13'38" E	58.96'	61.05'
C21	66.00'	300°00'00"	S 16°40'01" E	66.00'	345.58'
C22	133.00'	36°09'00"	N 39°11'47" E	82.53'	83.92'
C23	133.00'	16°03'42"	N 65°18'08" E	37.16'	37.28'
C24	66.00'	78°22'25"	N 52°31'11.5" E	83.40'	90.28'
C25	66.00'	36°54'50"	S 69°50'11" E	41.79'	42.52'
C26	66.00'	66°52'35"	S 17°56'28.5" E	72.74'	77.04'
C27	66.00'	117°50'10"	S 74°24'54" W	113.05'	135.74'
C28	333.00'	04°06'04"	S 28°55'49" E	23.83'	23.84'
C29	367.00'	09°15'23"	S 31°30'28.5" E	59.23'	59.29'
C30	433.00'	37°58'57"	S 70°57'15.5" E	281.82'	287.05'
C31	833.00'	11°13'33"	N 82°45'22.5" E	162.95'	163.21'

Number	Direction	Distance
L1	S 26°20'22" E	76.76'
L2	S 79°07'21" E	65.95'
L3	N 82°06'51" E	72.58'
L4	S 65°02'39" E	62.02'
L5	S 52°02'36" E	64.05'
L6	S 54°51'14" E	63.32'
L7	S 61°08'02" E	62.28'
L8	S 74°50'53" E	62.65'
L9	S 70°02'55" E	68.11'
L10	N 78°10'38" E	74.29'
L11	S 23°24'06" W	131.67'
L12	N 14°38'14" E	129±
L13	S 29°33'15" W	140±
L14	N 15°29'49" E	127.34'
L15	N 74°30'11" W	25.92'
L16	S 73°19'59" W	3.56'
L17	S 73°19'59" W	3.56'
L18	S 43°02'23" W	69.36'
L19	N 49°22'52" W	66.27'
L20	N 48°28'54" W	90.95'

See Sheet 6 of 8

Beach Bay

condominium

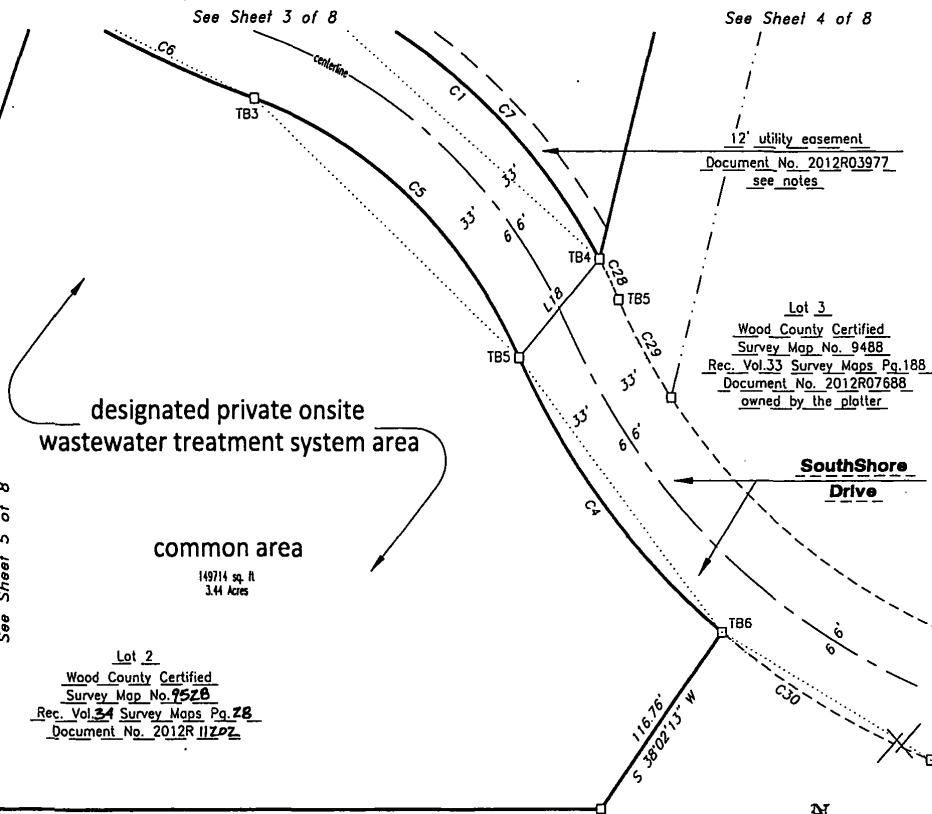
Lot 1 and Lot 2 of Wood County Certified Survey Map number 95ZB as recorded in Volume 34 of Survey Maps on Page 2B, as Document number 2012R1120Z.
Located in the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.



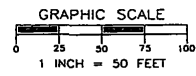
TRANSPARATION - MUNICIPAL
DATE OF RECORDING: 10/10/2012
OFFICE OF THE CLERK OF COURTS
WOOD COUNTY, WISCONSIN
PROJECT NO. 500335085
SHEET NO. 5 OF 8

Condominium Plat

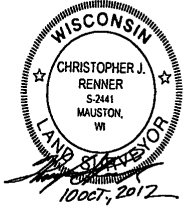
PREPARED FOR:
Great Northern Timber Company LLC
P.O. Box 1027
Wisconsin Rapids, WI 54495-1027



The North line of the Northwest Quarter of Section 6, T21N, R6E was assigned a bearing of N 89°36'51" E as the basis of bearings on this plat.



- LEGEND:**
- ⊕ - Harrison cast iron monument, found
 - ⊙ - Waupaca cast iron monument, found
 - ⊗ - 2 1/2" O.D. round iron pipe, found
 - ⊗ - 1 1/4" O.D. round iron pipe with plastic cap, found
 - - 3/4" round iron rod, found
 - - 1 1/4" round iron rod, found
 - - 1 1/4" X 18" round iron re-bar, placed weighing 4.30 lbs per lineal ft.
 - - 3/4" X 18" round iron re-bar, placed weighing 1.50 lbs per lineal ft.
 - () - Recorded as
 - ↔ - Vinculum / Ownership tie



Beach Bay

condominium

Lot 1 and Lot 2 of Wood County Certified Survey Map number ~~9528~~ as recorded in Volume ~~24~~ of Survey Maps on Page ~~28~~, as Document number 2012R11202. Located in the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

LEGAL DESCRIPTION:

Lot 1 and Lot 2 of Wood County Certified Survey Map number ~~9528~~ as recorded in Volume ~~24~~ of Survey Maps on Page ~~28~~, as Document number 2012R11202. Located in the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin, more particularly described as follows:

Commencing at the Northwest corner of said Section 6, thence N 89°36'51" E along the North line of the Northwest Quarter of said Section 6 a distance of 2201.18 feet to the North Quarter corner of said Section 6, thence S 00°42'06" E along the North-South Quarter line of said Section 6 a distance of 1473.67 feet to the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 6, thence S 89°59'47" E along the South line of the Northwest Quarter of the Northeast Quarter of said Section 6 a distance of 1123.20 feet to a meander line of NEPCo Lake, thence N 48°28'54" W along said meander line a distance of 90.95 feet to the East line of a 60' Public Access to NEPCo Lake, thence N 49°22'52" W along said meander line a distance of 66.27 feet to the West line of said Public Access and the POINT OF BEGINNING, thence S 15°29'49" W along the West line of said Public Access a distance of 491.11 feet to the Southwest corner thereof and the North right-of-way line of SouthShore Drive, thence S 43°02'23" W a distance of 69.36 feet to the South right-of-way line of said SouthShore drive and a non-tangent curve to the left which has a radius of 433.00 feet, a delta angle of 25°05'00" and a chord that bears S 39°25'17" E a distance of 188.05 feet, thence along said South right-of-way line and the arc of said curve a distance of 189.56 feet to a Northerly corner of Lot 4 of Wood County Certified Survey Map No. 9488, thence S 38°02'13" W along the Northerly line of said Lot 4 a distance of 118.76 feet to a Northerly corner thereof, thence N 90°00'00" W along the Northerly line of said Lot 4 a distance of 492.43 feet, thence N 20°58'24" E a distance of 454.72 feet to the South right-of-way line of said SouthShore Drive and a non-tangent curve to the left which has a radius of 726.72 feet, a delta angle of 10°47'43" and a chord that bears S 66°48'09.5" E a distance of 136.72 feet, thence along said South right-of-way line and the arc of said curve a distance of 136.92 feet to a curve to the right which has a radius of 267.00 feet, a delta angle of 45°19'14" and a chord that bears S 49°32'24" E a distance of 205.73 feet, thence along said South right-of-way line and the arc of said curve a distance of 211.20 feet, thence N 43°02'23" E a distance of 69.36 feet to the Southwest corner of a 60' Public Access to NEPCo Lake, the North right-of-way line of said SouthShore Drive and a non-tangent curve to the left which has a radius of 333.00 feet, a delta angle of 41°13'10" and a chord that bears N 51°35'26" W a distance of 234.43 feet, thence the following bearings and distances along said North right-of-way line and the arc of said curve a distance of 239.56 feet to a curve to the right which has a radius of 660.72 feet, a delta angle of 10°47'43" and a chord that bears N 66°48'09.5" W a distance of 124.30 feet, thence along the arc of said curve a distance of 124.49 feet to a curve to the left which has a radius of 833.00 feet, a delta angle of 30°13'33" and a chord that bears N 76°31'04.5" W a distance of 434.36 feet, thence along the arc of said curve a distance of 439.44 feet to the Southeast corner of Lot 10 of the Wood County Plot of SouthShore of NEPCo Lake, thence departing from said North right-of-way line, N 30°52'01" E along the East line of said Lot 10 a distance of 486.58 feet to a meander line of NEPCo Lake, thence the following bearings and distances along said meander line, S 26°20'22" E a distance of 76.76 feet, thence S 79°07'21" E a distance of 85.95 feet, thence N 82°06'51" E a distance of 72.58 feet, thence S 65°02'39" E a distance of 62.02 feet, thence S 52°02'36" E a distance of 64.05 feet, thence S 54°51'14" E a distance of 63.32 feet, thence S 61°08'02" E a distance of 62.28 feet, thence S 74°50'53" E a distance of 62.65 feet, thence S 70°02'55" E a distance of 68.11 feet, thence departing from said meander line, S 23°24'06" W a distance of 131.67 feet to a non-tangent curve to the right which has a radius of 66.00 feet, a delta angle of 36°54'50" and a chord that bears S 69°50'11" E a distance of 41.79 feet, thence along the arc of said curve a distance of 42.52 feet, thence N 15°29'49" E a distance of 127.34 feet to a meander line of NEPCo Lake, thence N 78°10'38" E along said meander line a distance of 74.29 feet to the West line of said 60' Public Access to NEPCo Lake, the end of said meander line and the POINT OF BEGINNING.

Including all lands lying between the boundary lines extended, the meander line and the ordinary high water mark of NEPCo Lake.

Subject to easements, covenants, restrictions and right-of-ways of record.

NOTES:

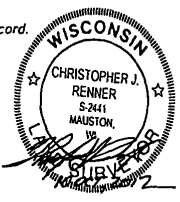
Beach Bay condominium is subject to a "Waiver of Claims Agreement" recorded as Document No. 2011R03193 and a "Declaration and Agreement of Restrictive Covenants" recorded as Document No. 2011R03194.

The Declaration and Agreement of Restrictive Covenants recorded as Document No. 2011R03194 allow for no on site septic systems, holding tanks only. - shown as "Dormar Lands"

12' Utility Easement, underground and overhead recorded as Document number 2012R03977 to Wisconsin Power and Light Company; Wood County Telephone Company D/B/A Solarus; Charter Cable Partners, LLC D/B/A Charter Communications and Wisconsin Gas LLC, D/B/A We Energies.

The Declarant and its affiliates, and their successors and assigns, hereby reserve a permanent easement over and across all private roads and access ways within Beach Bay Condominium for the benefit of other lands owned or acquired by the Declarant, its affiliates, and their successors and assigns. See Declarations for more information.

Beach Bay condominium contains: 479,602 square feet or 11.01 acres total



MSA
TRANSMITTAL OF A MINORITY
P.O. Box 1027
Saratoga, WI 54495-1027
Project No. S00335085
Sheet 7 of 8
Cadd File: P:\00\13\3035085\Cadd\S00335085.dwg
Title: Beach Bay
Date: 9 Oct. 2012
Checked by: CJR
Drawn by: GPR
Scale: 1" = 50'

Condominium Plat

MSA

TRANSPORTATION & MUNICIPAL
ENGINEERING & SURVEYING
INCORPORATED
1000 Wisconsin Avenue, Suite 1000
Madison, WI 53703-3000
Tel: 608.261.1000
Fax: 608.261.1001
www.msa-engineers.com

Case No: P130613E13E50881500335085.dwg
Plot Date: 9 Oct 2012
Scale: 1" = 50'
Drawn by: CIR
Checked by: GFR

Condominium Plat

PREPARED FOR:

Great Northern Timber Company LLC
P.O. Box 1027
Wisconsin Rapids, WI 54495-1027

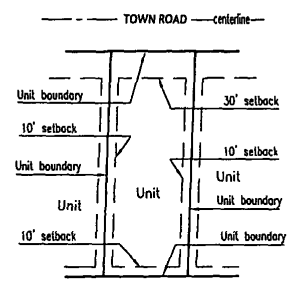
Project No. 500335085
Sheet 8 of 8

Beach Bay

condominium

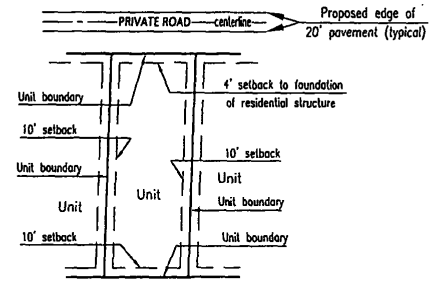
Lot 1 and Lot 2 of Wood County Certified Survey Map number 7528 as recorded in Volume 31 of Survey Maps on Page 28 as Document number 2012R11202. Located in the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

RESIDENTIAL STRUCTURE
TYPICAL BUILDING ENVELOPES AND SETBACKS
NOT TO SCALE



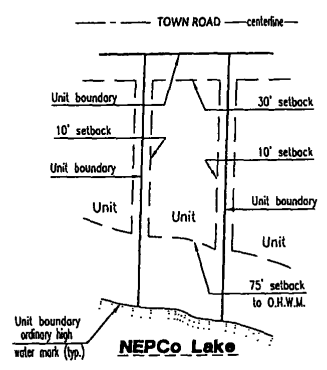
The building setbacks, as shown hereon are to the furthest extension of any portion of the residential structure constructed on any unit unless otherwise indicated.

RESIDENTIAL STRUCTURE
TYPICAL BUILDING ENVELOPES AND SETBACKS
NOT TO SCALE



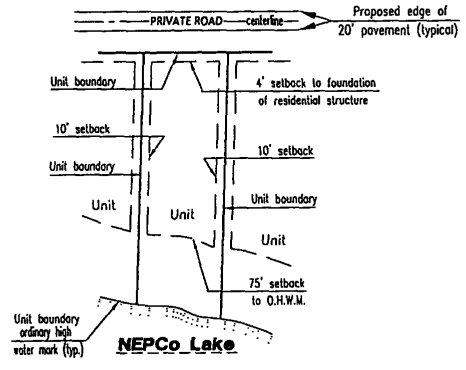
The building setbacks, as shown hereon are to the furthest extension of any portion of the residential structure constructed on any unit unless otherwise indicated.

RESIDENTIAL STRUCTURE
TYPICAL BUILDING ENVELOPES AND SETBACKS
NOT TO SCALE



The building setbacks, as shown hereon are to the furthest extension of any portion of the residential structure constructed on any unit unless otherwise indicated.

RESIDENTIAL STRUCTURE
TYPICAL BUILDING ENVELOPES AND SETBACKS
NOT TO SCALE



The building setbacks, as shown hereon are to the furthest extension of any portion of the residential structure constructed on any unit unless otherwise indicated.



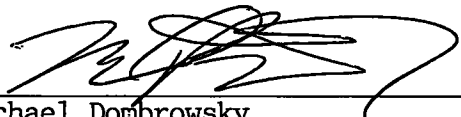
EXHIBIT C

CONSENT TO MERGE ADJOINING UNITS

Re: Beach Bay Condominium
Town of Saratoga, Wood County, Wisconsin

The undersigned, Michael Dombrowsky and _____, owners of Unit 1 in Beach Bay Condominiums, hereby give their consent to an amendment to the Condominium Declaration for Beach Bay to allow the merger of two (2) or more adjoining units into one (1) unit in accordance with the provisions of the Wisconsin Condominium Act.

Date: 3-31-16

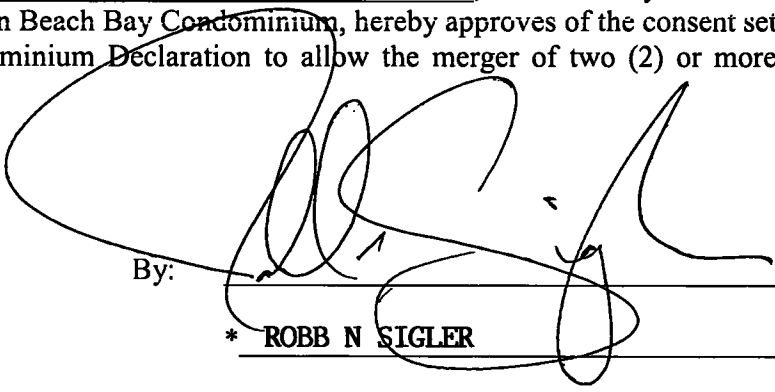


Michael Dombrowsky

Date: _____

CONSENT OF LENDER

The undersigned, NEKOOSA PORT EDWARDS STATE BANK, who currently has a real estate mortgage lien on Unit 1 in Beach Bay Condominium, hereby approves of the consent set forth above to amend the Condominium Declaration to allow the merger of two (2) or more adjoining units into one (1) unit.

By: 


* ROBB N SIGLER
Title: PRESIDENT

CONSENT TO MERGE ADJOINING UNITS

Re: Beach Bay Condominium
Town of Saratoga, Wood County, Wisconsin

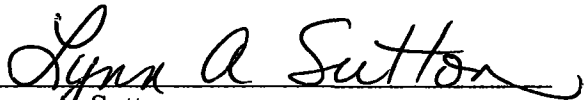
The undersigned, CHARLES C. SUTTON and LYNN A. SUTTON, owners of Units 2 and 3 in Beach Bay Condominiums, hereby give their consent to an amendment to the Condominium Declaration for Beach Bay to allow the merger of two (2) or more adjoining units into one (1) unit in accordance with the provisions of the Wisconsin Condominium Act.

Date: 12/18/2018



Charles C. Sutton

Date: 12/18/15



Lynn A. Sutton

CONSENT TO MERGE ADJOINING UNITS

Re: Beach Bay Condominium
Town of Saratoga, Wood County, Wisconsin

The undersigned, STEVE BECHARD and LISA BECHARD, owners of Unit 4 in Beach Bay Condominiums, hereby give their consent to an amendment to the Condominium Declaration for Beach Bay to allow the merger of two (2) or more adjoining units into one (1) unit in accordance with the provisions of the Wisconsin Condominium Act.

Date: 12-18-2015


Steve Bechard

Date: 12-18-15

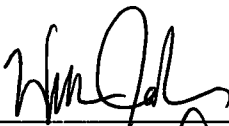

Lisa Bechard

CONSENT TO MERGE ADJOINING UNITS

Re: Beach Bay Condominium
Town of Saratoga, Wood County, Wisconsin

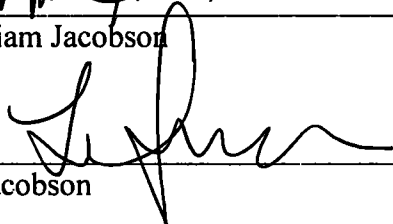
The undersigned, WILLIAM JACOBSON and LI JACOBSON, owners of Units 5 and 6 in Beach Bay Condominiums, hereby give their consent to an amendment to the Condominium Declaration for Beach Bay to allow the merger of two (2) or more adjoining units into one (1) unit in accordance with the provisions of the Wisconsin Condominium Act.

Date: 12/29/15



William Jacobson

Date: 12/29/15



Li Jacobson

CONSENT OF LENDER

The undersigned, PyraMax Bank, FSB of 7001 W. Edgerton Avenue, Greenfield, WI 53220, who currently has a real estate mortgage lien on Units 5 and 6 in Beach Bay Condominium, hereby approves of the consent set forth above to amend the Condominium Declaration to allow the merger of two (2) or more adjoining units into one (1) unit.

By: John E. Talsky, Director

* 

Title: Director

CONSENT TO MERGE ADJOINING UNITS

Re: Beach Bay Condominium
Town of Saratoga, Wood County, Wisconsin

The undersigned, RICK MITCHELL and TATYANA MITCHELL, owners of Unit 7 in Beach Bay Condominiums, hereby give their consent to an amendment to the Condominium Declaration for Beach Bay to allow the merger of two (2) or more adjoining units into one (1) unit in accordance with the provisions of the Wisconsin Condominium Act.

Date: 12/18/15

Rick Mitchell
Rick Mitchell

Date: 12/18/15

T. Mitchell
Tatyana Mitchell

CONSENT TO MERGE ADJOINING UNITS

Re: Beach Bay Condominium
Town of Saratoga, Wood County, Wisconsin

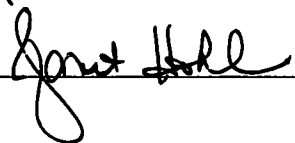
The undersigned, GEORGE HOHL and JANET HOHL, owners of Unit 8 in Beach Bay Condominiums, hereby give their consent to an amendment to the Condominium Declaration for Beach Bay to allow the merger of two (2) or more adjoining units into one (1) unit in accordance with the provisions of the Wisconsin Condominium Act.

Date: 12/18/15



George Hohl

Date: 12/18/15



Janet Hohl

CONSENT TO MERGE ADJOINING UNITS

Re: Beach Bay Condominium
Town of Saratoga, Wood County, Wisconsin

The undersigned, JEROME SLATTERY and KRISTINE SLATTERY, owners of Unit 9 in Beach Bay Condominiums, hereby give their consent to an amendment to the Condominium Declaration for Beach Bay to allow the merger of two (2) or more adjoining units into one (1) unit in accordance with the provisions of the Wisconsin Condominium Act.

Date: 12/19/15

Jerome A. Slattery
Jerome Slattery

Date: 12/19/15


Kristine S. Slattery
Kristine Slattery

CONSENT TO MERGE ADJOINING UNITS

Re: Beach Bay Condominium
Town of Saratoga, Wood County, Wisconsin

The undersigned, DENNIS WILLS and CAROL WILLS, owners of Unit 10 in Beach Bay Condominiums, hereby give their consent to an amendment to the Condominium Declaration for Beach Bay to allow the merger of two (2) or more adjoining units into one (1) unit in accordance with the provisions of the Wisconsin Condominium Act.

Date: 1/3/16


Dennis Wills

Date: 1/3/16


Carol Wills

CONSENT TO MERGE ADJOINING UNITS

Re: Beach Bay Condominium
Town of Saratoga, Wood County, Wisconsin

The undersigned, GREAT NORTHERN TIMBER COMPANY, LLC, owner of Unit 11 in Beach Bay Condominiums, hereby gives its consent to an amendment to the Condominium Declaration for Beach Bay to allow the merger of two (2) or more adjoining units into one (1) unit in accordance with the provisions of the Wisconsin Condominium Act.

GREAT NORTHERN TIMBER COMPANY, LLC

Date: 12/22/15

By: 
Brad Pavloski, Member

THIRD AMENDMENT TO DECLARATION OF
 CONDOMINIUM FOR BEACH BAY CONDOMINIUM
 TOWN OF SARATOGA,
 WOOD COUNTY, WISCONSIN.
 Document Title



2016R02096

Document Number

THIS THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM for "Beach Bay Condominium" is made this 23rd day of March, 2016, by CHARLES C. SUTTON and LYNN A. SUTTON, husband and wife, owners of Units 2 and 3 in Beach Bay (hereinafter referred to as "Suttons")

WITNESSETH:

WHEREAS, the Declaration of Condominium for Beach Bay Condominium was recorded October 25, 2012, in the office of the Register of Deeds for Wood County, Wisconsin, as Document No.: 2012R11517, and amended by the First Amendment to Declaration recorded on the 8th day of November, 2012, as Document No.: 2012R12044; and further amended by a Second Amendment to the Declaration recorded on the 21st day of March, 2016 as Document No.: 2016R01966 (hereinafter referred to as "the Declaration").

WHEREAS, the land which is subject to the Declaration is located in the Town of Saratoga, Wood County, Wisconsin, and is legally described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the Beach Bay Condominium Plat which is subject to the Declaration and this Third Amendment is attached hereto as Exhibit B and made a part hereof; and

WHEREAS, pursuant to Chapter 703 of the Wisconsin Statutes, and Section 13 of the Declaration, the Suttons wish to amend the Beach Bay Condominium Plat (Units 1-11) by the merger of Units 2 and 3 into one (1) unit, to be numbered Unit 3; and

Whereas, the Second Amendment to Declaration of Condominium for Beach Bay Condominium provides for the right to merge two (2) or more adjoining units into one (1) unit in accordance with the provisions of the Wisconsin Condominium Act; and

Whereas, section 703.09(2) Wis. Stats. and Section 13 of the Declaration allow the Declaration to be amended by the written consent of at least sixty-seven percent (67%) of the aggregate votes in the condominium; and

WHEREAS, eleven (11) unit owners have consented in writing to the merger of adjoining units 2 and 3 into one (1) unit; and

WHEREAS, the above-described eleven (11) written unit owner consents for the merger of Units 2 and 3 constitute one-hundred percent (100%) of the unit owners in Beach Bay Condominium; and

WHEREAS, the above-described written consent of unit owners are attached hereto as Exhibit C and made a part hereof.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is hereby amended by Charles C. Sutton and Lynn A. Sutton, owners of Units 2 & 3 of Beach Bay Condominium, as follows:

SUSAN E. GINTER
 WOOD COUNTY
 REGISTER OF DEEDS
 RECORDED ON
 03/24/2016 02:14PM
 REC FEE: 30.00
 EXEMPT #: N/A
 PAGES: 21

Recording Area

Name and Return Address:

ATTORNEY WILLIAM A. METCALF
 METCALF AND QUINN S. C.
 PO BOX 759
 WISCONSIN RAPIDS WI 54494-0759

30.00
 E
 BWA

Parcel Identification Number (PIN)

1. Units 2 and 3 are adjoining units in Beach Bay Condominium and are owned by Charles C. Sutton and Lynn A. Sutton; said units are hereby merged into one (1) unit, as allowed under the Second Amendment to the Declaration of Condominium for Beach Bay Condominium.

2. The new identifying number for the new unit created by the merger of Units 2 and 3 shall be Unit 3.

3. The undivided interest in the common elements and right to use the limited common elements for the new merged Unit 3 shall be 2/11th.

4. The voting right in the Association appertaining to the new merged Unit 3 shall be 2/11th.

5. The allocation to the new Unit 3 of the liability for common expenses and rights to common surpluses shall be 2/11th.

6. Attached hereto as Exhibit D and made a part hereof, is a licensed surveyor's plat of the new Unit 3 which depicts the boundaries and dimensions of the new Unit 3.

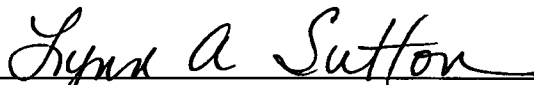
The effective date of this Third Amendment shall be the date it is recorded in the office of the Register of Deeds for Wood County, Wisconsin.

All terms and conditions not specifically defined herein shall have the same meaning as provided in the Declaration. Except as modified by this Third Amendment, the Declaration remains in full force and effect, and is hereby ratified and approved for all purposes.

In witness whereof, this Third Amendment has been executed as of the date first set forth above.



Charles C. Sutton, owner of Units 2 and 3



Lynn A. Sutton, owner of Units 2 and 3

AUTHENTICATION

Signatures Charles C. Sutton and Lynn A. Sutton
authenticated on March 23rd, 2016



William A. Metcalf

TITLE; MEMBER STATE BAR OF WISCONSIN

This Instrument Drafted by:
Atty. William A. Metcalf
Metcalf & Quinn S.C.
480 East Grand Avenue
Wisconsin Rapids, WI 54494

EXHIBIT A
LEGAL DESCRIPTION

Units 2 and 3, together with said units' undivided appurtenant interest in the common elements (and the exclusive use of the limited common elements appurtenant to said unit), all in Beach Bay Condominium – Units 1-11, as declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin, and a Declaration of such condominium recorded in the office of the Register of Deeds of Wood County, Wisconsin, on October 25, 2012 as Document No. 2012R11517, as described on the plat thereof recorded in the office of the Register of Deeds of Wood County, Wisconsin, on October 25, 2012 as Document No.: 2012R11518, being Lot 1 and Lot 2 of Wood County Certified Survey Map No. 9528, recorded in Volume 34 of Survey Maps, page 28 as Document No. 2012R11202, located in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

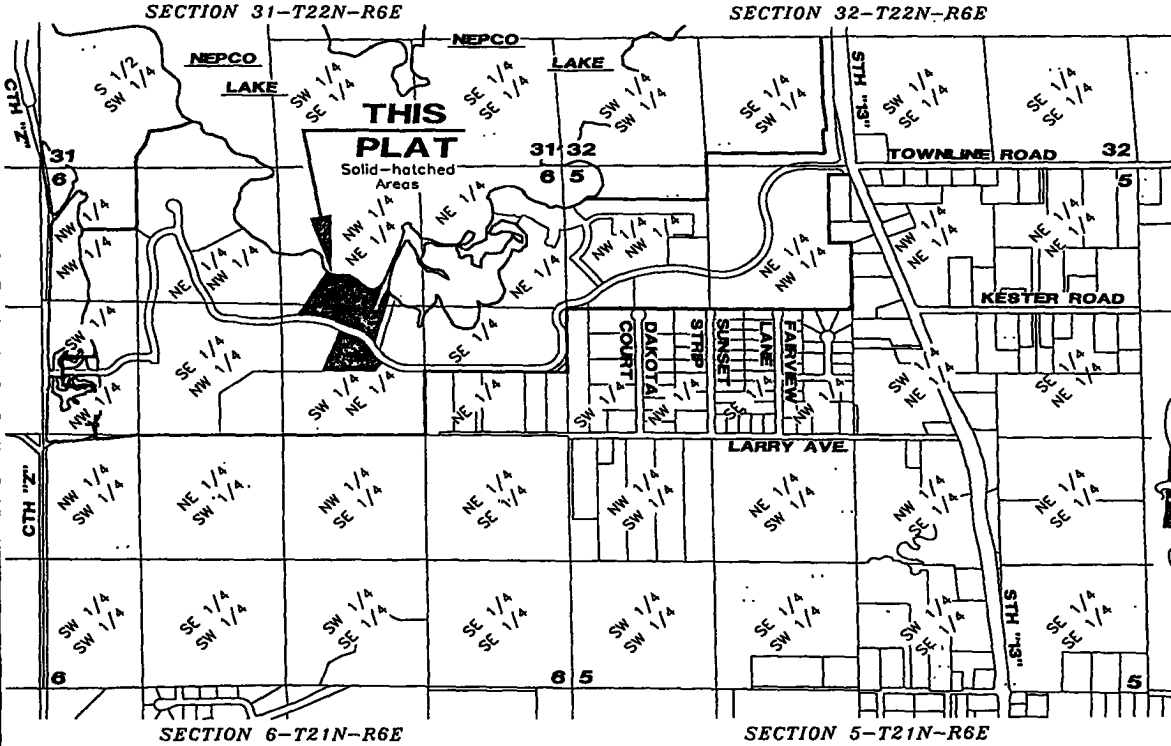
EXHIBIT B

Beach Bay

condominium

Lot 1 and Lot 2 of Wood County Certified Survey Map number 9528 as recorded in Volume 34 of Survey Maps on Page 28, as Document number 2012R11707. Located in the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

LOCATION MAP
SCALE: 1" = 1000'



MSA
PROFESSIONAL SERVICES, INC.
2000 Wisconsin Avenue, Suite 1000
Madison, WI 53706
Phone: 608-261-1000
Fax: 608-261-1001
www.msa-wisconsin.com

Code File: P1308133133308513add1300333085.dwg
Field Book: File
Page No.: File
Drawn by: CIR
Checked by: GJR
Date: 9 Oct, 2012
Scale: 1" = 50'

Condominium Plat

PREPARED FOR:
Great Northern Timber Company, LLC
P.O. Box 1027
Wisconsin Rapids, WI, 54985-1027

Project No. 500335085
Sheet 1 of 4

SURVEYOR'S CERTIFICATE:

I, Christopher J. Renner, hereby certify that I am a Licensed Land Surveyor authorized to practice that profession in this state; and
That I have fully complied with the provisions of Chapter 703 of the Wisconsin State Statutes, Wood County Ordinance #701 and the Town of Saratoga Building Code Ordinance No. 03-21-2007A, as amended; and
That I have surveyed and mapped the property described and shown upon these sheets of these Condominium Plat at the direction of Brad Pavloski for Great Northern Timber Company, LLC, owner; and
That said plat is a true and correct representation of the lands surveyed and the condominium described, to the best of my knowledge and belief; and
That the identification and location of each unit and the other elements can be determined from the plat.

[Signature]
MSA PROFESSIONAL SERVICES, INC.
CHRISTOPHER J. RENNER, WISCONSIN REGISTERED LAND SURVEYOR #2411



COUNTY OF WOOD:

The County of Wood does hereby certify that the Condominium Plat of Clearwater Bay be and hereby is approved in compliance with the Wood County Shoreland Zoning Ordinance #704 and Chapter 701.04(5) of the Wood County Land Subdivision Ordinance. #701.

Date: 10-25-12 *[Signature]*
VPlat Review Officer

RECORDED ON 10/25/2012 03:00PM
REC FEE: \$6.00
EXEMPT #: 8
PAGES: 9
SUSAN E. GARTER
WOOD COUNTY
REGISTER OF DEEDS

[Handwritten signature]
Timothy

Beach Bay

condominium

Lot 1 and Lot 2 of Wood County Certified Survey Map number 952B, as recorded in Volume 24 of Survey Maps on Page 2B, as Document number 2012R1120Z.
Located in the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.
4853.20' [total Section 6]
N 89°36'51" E 1326.01'

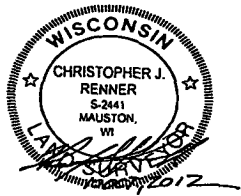
MSA
METRO SURVEYING & ANNOTATING
INCORPORATED
1000 W. Wisconsin Ave., Suite 200
Madison, WI 53706
608-261-1111
www.msa-survey.com

Case File: P130613335085 (total) 500335085.dwg
Final Book File: 500335085.dwg
Drawn by: CIR
Checked by: GRR
Date: 9 Oct., 2012
Scale: 1" = 50'

Condominium Plat

Prepared for: Great Northern Timber Company LLC
P.O. Box 1027
Wisconsin Rapids, WI, 54985-1027

Project No. 500335085
Sheet 3 of 8



Beach Bay
Units 1-11
281081 sq. ft
6.45 Acres
[to meander line]
329888± sq. ft
7.57± Acres
[total]

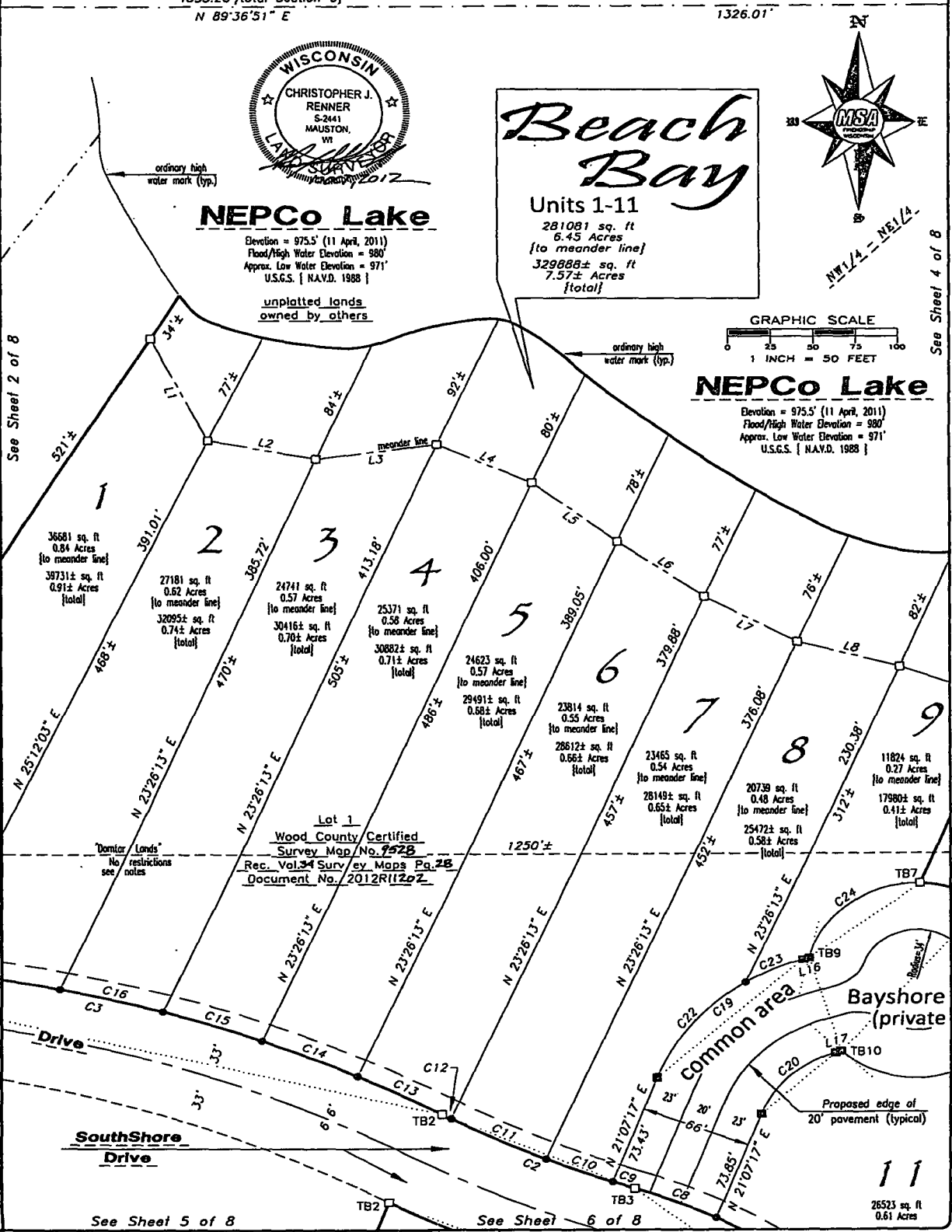


NEPCo Lake

Elevation = 975.5' (11 April, 2011)
Flood/High Water Elevation = 980'
Approx. Low Water Elevation = 971'
U.S.G.S. | N.A.V.D. 1988 |

unplatted lands owned by others

NEPCo Lake
Elevation = 975.5' (11 April, 2011)
Flood/High Water Elevation = 980'
Approx. Low Water Elevation = 971'
U.S.G.S. | N.A.V.D. 1988 |



See Sheet 2 of 8

Domestic Lands No restrictions see

See Sheet 5 of 8

See Sheet 6 of 8

See Sheet 4 of 8

MSA

Beach Bay

condominium

Lot 1 and Lot 2 of Wood County Certified Survey Map number 9528, as recorded in Volume 34 of Survey Maps on Page 28, as Document number 2012R11222.
 Located in the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

See Sheet 2 of 8

See Sheet 3 of 8

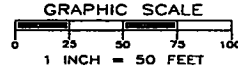
TRANSCRIPTION • SURVEY
 DEVELOPMENT • ENVIRONMENTAL
 CONSULTING • LAND ACQUISITION
 1000 Wisconsin Avenue, Suite 1000
 Madison, Wisconsin 53703
 © 2012 MSA, Inc.

Code File: P:\306\33\35085\Lead\500335085.dwg
 Title: Condominium Plat
 Date: 9 Oct, 2012
 Scale: 1" = 50'

Condominium Plat

Prepared for: Great Northern Timber Company LLC
 P.O. Box 1027
 Wisconsin Rapids, WI, 54495-1027

Project No. 500335085
 Sheet 5 of 8



Plot of Survey
 MSA - Marc A. Londo
 Dated: 7/25/07
 owned by the plotter



Number	Bearing
TB1	N 88°22'09" E
TB2	N 61°24'18" W
TB3	N 72°12'01" W
TB4	N 30°58'51" W
TB5	N 26°52'47" W
TB6	N 51°57'47" W
TB7	S 88°17'36" E
TB8	N 51°22'46" W
TB9	N 13°19'59" E
TB10	S 46°40'01" E

Number	Radius	Delta Angle	Chord Bearing	Chord	Length
C1	333.00'	41°13'10"	N 51°35'26" W	234.43'	239.56'
C2	660.72'	10°47'43"	N 66°48'09.5" W	124.30'	124.49'
C3	833.00'	30°13'33"	N 76°31'04.5" W	434.36'	439.44'
C4	433.00'	25°05'00"	S 39°25'17" E	188.05'	189.56'
C5	267.00'	45°19'14"	S 49°32'24" E	205.73'	211.20'
C6	726.72'	10°47'43"	S 66°48'09.5" E	136.72'	136.92'
C7	333.00'	32°12'37"	N 47°05'09.5" W	184.75'	187.20'
C8	333.00'	09°00'33"	N 67°41'44.5" W	52.31'	52.36'
C9	660.72'	01°11'23"	N 71°36'19.5" W	13.72'	13.72'
C10	660.72'	03°41'40"	N 69°09'48" W	42.59'	42.60'
C11	660.72'	05°22'53"	N 64°37'31.5" W	62.04'	62.06'
C12	660.72'	00°31'47"	N 61°40'11.5" W	6.11'	6.11'
C13	833.00'	03°51'10"	N 63°19'53" W	56.00'	56.01'
C14	833.00'	04°15'57"	N 67°23'26.5" W	62.01'	62.02'
C15	833.00'	04°16'57"	N 71°39'53.5" W	62.25'	62.26'
C16	833.00'	04°19'25"	N 75°58'04.5" W	62.84'	62.86'
C17	833.00'	05°25'32"	N 80°50'33" W	78.85'	78.88'
C18	833.00'	08°04'32"	N 87°35'35" W	117.31'	117.41'
C19	133.00'	52°12'42"	N 47°13'38" E	117.05'	121.20'
C20	67.00'	52°12'42"	N 47°13'38" E	58.96'	61.05'
C21	66.00'	300°00'00"	S 16°40'01" E	66.00'	345.58'
C22	133.00'	36°09'00"	N 39°11'47" E	82.53'	83.92'
C23	133.00'	16°03'42"	N 65°18'08" E	37.16'	37.28'
C24	66.00'	78°22'25"	N 52°31'11.5" E	83.40'	90.28'
C25	66.00'	36°54'50"	S 69°50'11" E	41.79'	42.52'
C26	66.00'	66°52'35"	S 17°56'28.5" E	72.74'	77.04'
C27	66.00'	117°50'10"	S 74°24'54" W	113.05'	135.74'
C28	333.00'	04°06'04"	S 28°55'49" E	23.83'	23.84'
C29	367.00'	09°15'23"	S 31°30'28.5" E	59.23'	59.29'
C30	433.00'	37°58'57"	S 70°57'15.5" E	281.82'	287.05'
C31	833.00'	11°13'33"	N 82°45'22.5" E	162.95'	163.21'

Number	Direction	Distance
L1	S 26°20'22" E	76.78'
L2	S 79°07'21" E	65.95'
L3	N 82°06'51" E	72.58'
L4	S 65°02'39" E	62.02'
L5	S 52°02'36" E	64.05'
L6	S 54°51'14" E	63.32'
L7	S 61°08'02" E	62.28'
L8	S 74°50'53" E	62.65'
L9	S 70°02'55" E	68.11'
L10	N 78°10'38" E	74.29'
L11	S 23°24'06" W	131.67'
L12	N 14°38'14" E	129±
L13	S 29°33'15" W	140±
L14	N 15°29'49" E	127.34'
L15	N 74°30'11" W	25.92'
L16	S 73°19'59" W	3.56'
L17	S 73°19'59" W	3.56'
L18	S 43°02'23" W	69.36'
L19	N 49°22'52" W	66.27'
L20	N 48°28'54" W	90.95'

S 1/4 - N 1/4

N 20°58'24" E
454.72'

See Sheet 6 of 8

Beach Bay

condominium

Lot 1 and Lot 2 of Wood County Certified Survey Map number 9528 as recorded in Volume 34 of Survey Maps on Page 28 as Document number 2012R11202.
 Located in the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

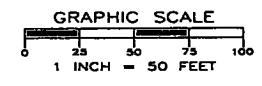
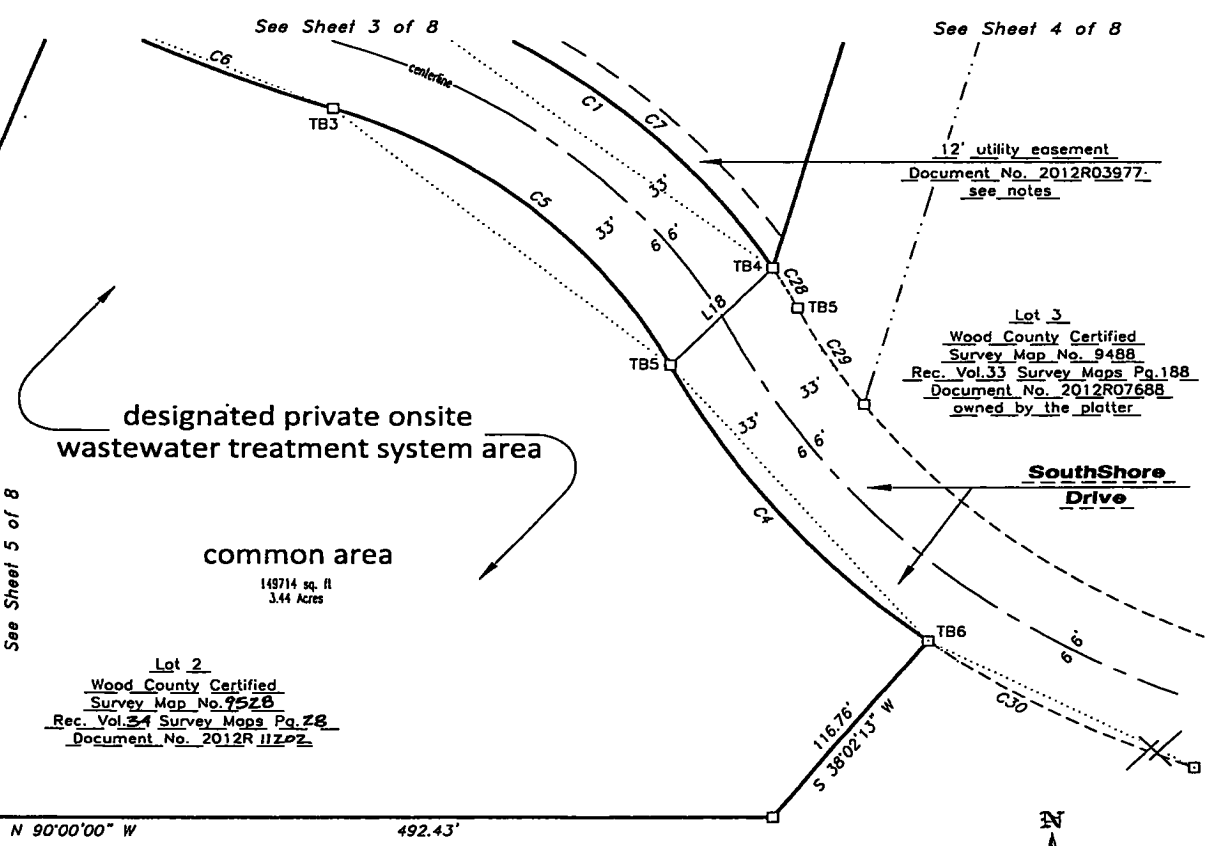


TRANSPORTATION - MUNICIPAL
 DEVELOPMENT - ENVIRONMENTAL
 RECORDING - PUBLIC WORKS
 PLANNING - UTILITIES
 PROJECT NO. 500335085
 SHEET NO. 6 OF 8

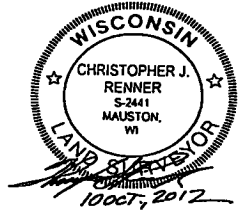
Condominium Plat

PREPARED FOR: Great Northern Timber Company LLC
 P.O. Box 1027
 Wisconsin Rapids, WI 54495-1027

Project No. 500335085
 Sheet 6 of 8



- LEGEND:**
- ⊙ - Harrison cast iron monument, found
 - ⊙ - Waupaca cast iron monument, found
 - ⊗ - 2 1/2" O.D. round iron pipe, found
 - ⊗ - 1 1/4" O.D. round iron pipe with plastic cap, found
 - - 3/4" round iron rod, found
 - - 1 1/4" round iron rod, found
 - - 1 1/4" X 18" round iron re-bar, placed weighing 4.30 lbs per lineal ft.
 - - 3/4" X 18" round iron re-bar, placed weighing 1.50 lbs per lineal ft.
 - () - Recorded as
 - Vinculum / Ownership tie



Beach Bay

condominium

Lot 1 and Lot 2 of Wood County Certified Survey Map number 9528 as recorded in Volume 31 of Survey Maps on Page 28 as Document number 2012R11202. Located in the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

LEGAL DESCRIPTION:

Lot 1 and Lot 2 of Wood County Certified Survey Map number 9528 as recorded in Volume 31 of Survey Maps on Page 28 as Document number 2012R11202. Located in the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wisconsin, more particularly described as follows:

Commencing at the Northwest corner of said Section 6, thence N 89°36'51" E along the North line of the Northwest Quarter of said Section 6 a distance of 2201.18 feet to the North Quarter corner of said Section 6, thence S 00°42'06" E along the North-South Quarter line of said Section 6 a distance of 1473.67 feet to the Southwest corner of the Northeast Quarter of the Northeast Quarter of said Section 6, thence S 89°59'47" E along the South line of the Northwest Quarter of the Northeast Quarter of said Section 6 a distance of 1123.20 feet to a meander line of NEPCo Lake, thence N 48°28'54" W along said meander line a distance of 90.95 feet to the East line of a 60' Public Access to NEPCo Lake, thence N 49°22'52" W along said meander line a distance of 66.27 feet to the West line of said Public Access and the POINT OF BEGINNING, thence S 15°29'49" W along the West line of said Public Access a distance of 491.11 feet to the Southwest corner thereof and the North right-of-way line of SouthShore Drive, thence S 43°02'23" W a distance of 69.36 feet to the South right-of-way line of said SouthShore Drive and a non-tangent curve to the left which has a radius of 433.00 feet, a delta angle of 25°05'00" and a chord that bears S 39°25'17" E a distance of 188.05 feet, thence along said South right-of-way line and the arc of said curve a distance of 189.56 feet to a Northerly corner of Lot 4 of Wood County Certified Survey Map No. 9488, thence S 38°02'13" W along the Northerly line of said Lot 4 a distance of 116.76 feet to a Northerly corner thereof, thence N 90°00'00" W along the Northerly line of said Lot 4 a distance of 492.43 feet, thence N 20°58'24" E a distance of 454.72 feet to the South right-of-way line of said SouthShore Drive and a non-tangent curve to the left which has a radius of 726.72 feet, a delta angle of 10°47'43" and a chord that bears S 66°48'09.5" E a distance of 136.72 feet, thence along said South right-of-way line and the arc of said curve a distance of 136.92 feet to a curve to the right which has a radius of 267.00 feet, a delta angle of 45°19'14" and a chord that bears S 49°32'24" E a distance of 205.73 feet, thence along said South right-of-way line and the arc of said curve a distance of 211.20 feet, thence N 43°02'23" E a distance of 69.36 feet to the Southwest corner of a 60' Public Access to NEPCo Lake, the North right-of-way line of said SouthShore Drive and a non-tangent curve to the left which has a radius of 333.00 feet, a delta angle of 41°13'10" and a chord that bears N 51°35'26" W a distance of 234.43 feet, thence the following bearings and distances along said North right-of-way line and the arc of said curve a distance of 239.56 feet to a curve to the right which has a radius of 660.72 feet, a delta angle of 10°47'43" and a chord that bears N 66°48'09.5" W a distance of 124.30 feet, thence along the arc of said curve a distance of 124.49 feet to a curve to the left which has a radius of 833.00 feet, a delta angle of 30°13'33" and a chord that bears N 76°31'04.5" W a distance of 434.36 feet, thence along the arc of said curve a distance of 439.44 feet to the Southeast corner of Lot 10 of the Wood County Plat of SouthShore at NEPCo Lake, thence departing from said North right-of-way line, N 30°52'01" E along the East line of said Lot 10 a distance of 486.58 feet to a meander line of NEPCo Lake, thence the following bearings and distances along said meander line, S 26°20'22" E a distance of 76.76 feet, thence S 79°07'21" E a distance of 65.95 feet, thence N 82°06'51" E a distance of 72.58 feet, thence S 65°02'39" E a distance of 62.02 feet, thence S 52°02'36" E a distance of 64.05 feet, thence S 54°51'14" E a distance of 63.32 feet, thence S 61°08'02" E a distance of 62.28 feet, thence S 74°50'53" E a distance of 62.65 feet, thence S 70°02'55" E a distance of 68.11 feet, thence departing from said meander line, S 23°24'06" W a distance of 131.67 feet to a non-tangent curve to the right which has a radius of 66.00 feet, a delta angle of 36°54'50" and a chord that bears S 69°50'11" E a distance of 41.79 feet, thence along the arc of said curve a distance of 42.52 feet, thence N 15°29'49" E a distance of 127.34 feet to a meander line of NEPCo Lake, thence N 78°10'38" E along said meander line a distance of 74.29 feet to the West line of said 60' Public Access to NEPCo Lake, the end of said meander line and the POINT OF BEGINNING.

Including all lands lying between the boundary lines extended, the meander line and the ordinary high water mark of NEPCo Lake.

Subject to easements, covenants, restrictions and right-of-ways of record.

NOTES:

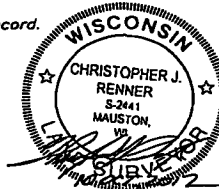
Beach Bay condominium is subject to a "Waiver of Claims Agreement" recorded as Document No. 2011R03193 and a "Declaration and Agreement of Restrictive Covenants" recorded as Document No. 2011R03194.

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"

12' Utility Easement, underground and overhead recorded as Document number 2012R03977 to Wisconsin Power and Light Company; Wood County Telephone Company D/B/A Solarus; Charter Cable Partners, LLC D/B/A Charter Communications and Wisconsin Gas LLC, D/B/A We Energies.

The Declarant and its affiliates, and their successors and assigns, hereby reserve a permanent easement over and across all private roads and access ways within Beach Bay Condominium for the benefit of other lands owned or acquired by the Declarant, its affiliates, and their successors and assigns. See Declarations for more information.

Beach Bay condominium contains: 479,602 square feet or 11.01 acres total



MSA

TRANSPORTATION • MUNICIPAL

1500 1st Street, Suite 100, Wausau, WI 54980
608-785-2200 Fax: 608-785-2201
City of Wausau, Wisconsin

Code File: P:\303\1313\303088\Valid\500335085.dwg	Drawn By: CIR	Date: 9/04/2012
Field Book: File	Checked By: GJR	Scale: 1" = 50'

Condominium Plat

PREPARED FOR: Great Northern Timber Company LLC
P.O. Box 1027
Wisconsin Rapids, WI, 54995-1027

Project No. 500335085
Sheet 7 of 8



TRANSPORTATION • MUNICIPAL
 DESIGN • SURVEYING • ENGINEERING
 1000 Wisconsin Avenue, Suite 1000
 Madison, WI 53703
 © MSA Professional Services, Inc.

Code File: P:\308\3335085\Lead\500335085.dwg
 Plot Book File:
 Date: 9 Oct, 2012
 Checked by: GPR
 Scale: 1" = 50'

Condominium Plat

PREPARED FOR:
 Great Northern Timber Company LLC
 P.O. Box 1027
 Wisconsin Rapids, WI, 54495-1027

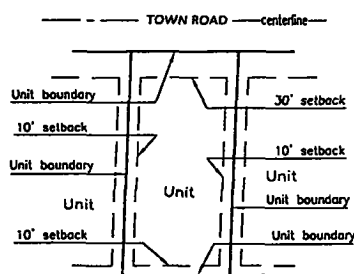
Project No.
 500335085
 Sheet
 8

Beach Bay

condominium

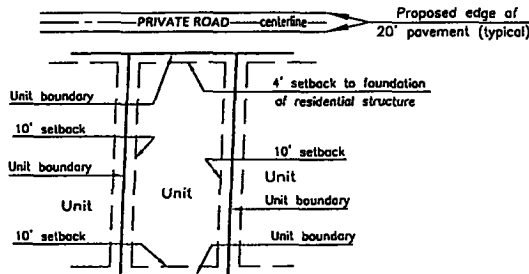
Lot 1 and Lot 2 of Wood County Certified Survey Map number 9526 as recorded in Volume 31 of Survey Maps on Page 28 as Document number 2012R11202.
 Located in the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

RESIDENTIAL STRUCTURE
 TYPICAL BUILDING ENVELOPES AND SETBACKS
 NOT TO SCALE



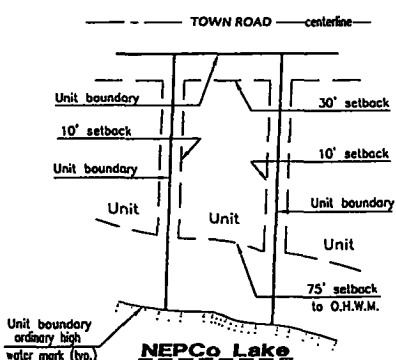
The building setbacks, as shown hereon are to the furthest extension of any portion of the residential structure constructed on any unit unless otherwise indicated.

RESIDENTIAL STRUCTURE
 TYPICAL BUILDING ENVELOPES AND SETBACKS
 NOT TO SCALE



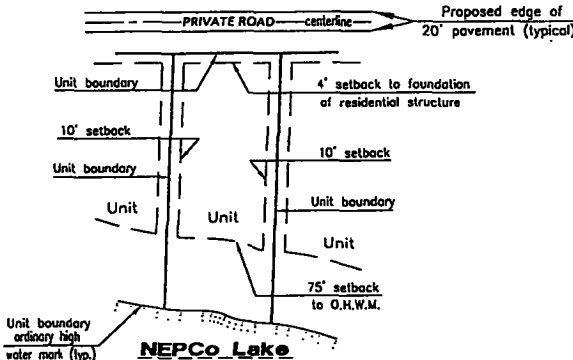
The building setbacks, as shown hereon are to the furthest extension of any portion of the residential structure constructed on any unit unless otherwise indicated.

RESIDENTIAL STRUCTURE
 TYPICAL BUILDING ENVELOPES AND SETBACKS
 NOT TO SCALE



The building setbacks, as shown hereon are to the furthest extension of any portion of the residential structure constructed on any unit unless otherwise indicated.

RESIDENTIAL STRUCTURE
 TYPICAL BUILDING ENVELOPES AND SETBACKS
 NOT TO SCALE



The building setbacks, as shown hereon are to the furthest extension of any portion of the residential structure constructed on any unit unless otherwise indicated.



10 Oct, 2012

EXHIBIT C

CONSENT TO MERGE UNITS

Re: Beach Bay Condominium
Town of Saratoga, Wood County, Wisconsin

The undersigned, Michael Dombrowski and _____, currently own Unit 1 in Beach Bay, and hereby give their consent for CHARLES C. SUTTON and LYNN A. SUTTON to merge Units 2 and 3 into one (1) unit. Units 2 and 3 are adjoining Units both owned by CHARLES C. SUTTON and LYNN A. SUTTON, his wife.

Date: 3-3-16

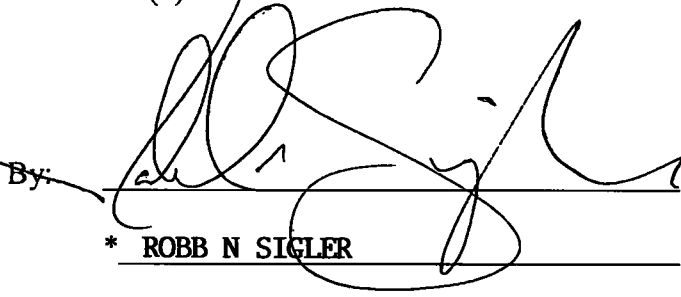


Michael Dombrowski

Date: _____

CONSENT OF LENDER

The undersigned, NEKOOSA PORT EDWARDS STATE BANK, who currently has a real estate mortgage lien on Unit 1 in Beach Bay Condominium, hereby approves of the consent set forth above to merge Units 2 and 3 into one (1) unit.

By: 


* **ROBB N SIGLER**
Title: PRESIDENT

CONSENT TO MERGE UNITS

Re: Beach Bay Condominium
Town of Saratoga, Wood County, Wisconsin

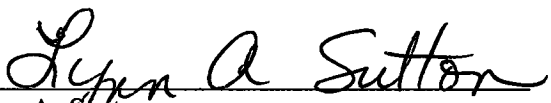
The undersigned, CHARLES C. SUTTON and LYNN A. SUTTON, currently own Units 2 and 3 in Beach Bay, and hereby give their consent for CHARLES C. SUTTON and LYNN A. SUTTON to merge Units 2 and 3 into one (1) unit. Units 2 and 3 are adjoining Units both owned by CHARLES C. SUTTON and LYNN A. SUTTON, his wife.

Date: 12/18/2015



Charles C. Sutton

Date: 12/18/15



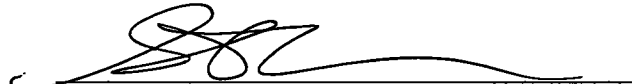
Lynn A. Sutton

CONSENT TO MERGE UNITS

Re: Beach Bay Condominium
Town of Saratoga, Wood County, Wisconsin

The undersigned, STEVE BECHARD and LISA BECHARD, currently own Unit 4 in Beach Bay, and hereby give their consent for CHARLES C. SUTTON and LYNN A. SUTTON to merge Units 2 and 3 into one (1) unit. Units 2 and 3 are adjoining Units both owned by CHARLES C. SUTTON and LYNN A. SUTTON, his wife.

Date: 12-18-2015


Steve Bechard

Date: 12-18-15

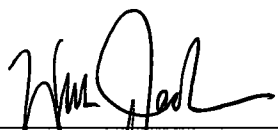

Lisa Bechard

CONSENT TO MERGE UNITS

Re: Beach Bay Condominium
Town of Saratoga, Wood County, Wisconsin

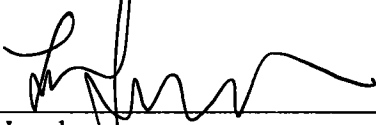
The undersigned, WILLIAM JACOBSON and LI JACOBSON, currently own Units 5 and 6 in Beach Bay, and hereby give their consent for CHARLES C. SUTTON and LYNN A. SUTTON to merge Units 2 and 3 into one (1) unit. Units 2 and 3 are adjoining Units both owned by CHARLES C. SUTTON and LYNN A. SUTTON, his wife.

Date: 12/29/15



William Jacobson

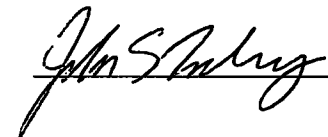
Date: 12/29/15



Li Jacobson

CONSENT OF LENDER

The undersigned, PyraMax Bank, FSB of 7001 W. Edgerton Avenue, Greenfield, WI 53220, who currently has a real estate mortgage lien on Units 5 and 6 in Beach Bay Condominium, hereby approves of the consent set forth above to merge Units 2 and 3 into one (1) unit.

By: 

* John E Talsky

Title: Director

CONSENT TO MERGE UNITS

Re: Beach Bay Condominium
Town of Saratoga, Wood County, Wisconsin

The undersigned, RICK MITCHELL and TATYANA MITCHELL, currently own Unit 7 in Beach Bay, and hereby give their consent for CHARLES C. SUTTON and LYNN A. SUTTON to merge Units 2 and 3 into one (1) unit. Units 2 and 3 are adjoining Units both owned by CHARLES C. SUTTON and LYNN A. SUTTON, his wife.

Date: 12/18/15

Rick Mitchell
Rick Mitchell

Date: 12/18/15

T. Mitchell
Tatyana Mitchell

CONSENT TO MERGE UNITS

Re: Beach Bay Condominium
Town of Saratoga, Wood County, Wisconsin

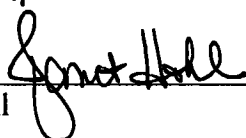
The undersigned, GEORGE HOHL and JANET HOHL, currently own Unit 8 in Beach Bay, and hereby give their consent for CHARLES C. SUTTON and LYNN A. SUTTON to merge Units 2 and 3 into one (1) unit. Units 2 and 3 are adjoining Units both owned by CHARLES C. SUTTON and LYNN A. SUTTON, his wife.

Date: 12-18-15



George Hohl
h

Date: 12-18-15



Janet Hohl
h

CONSENT TO MERGE UNITS

Re: Beach Bay Condominium
Town of Saratoga, Wood County, Wisconsin

The undersigned, JEROME SLATTERY and KRISTINE SLATTERY, currently own Unit 9 in Beach Bay, and hereby give their consent for CHARLES C. SUTTON and LYNN A. SUTTON to merge Units 2 and 3 into one (1) unit. Units 2 and 3 are adjoining Units both owned by CHARLES C. SUTTON and LYNN A. SUTTON, his wife.

Date: 12/19/15

Jerome A. Slattery
Jerome Slattery

Date: 12/19/15

Kristine S Slattery
Kristine Slattery

CONSENT TO MERGE UNITS

Re: Beach Bay Condominium
Town of Saratoga, Wood County, Wisconsin

The undersigned, DENNIS WILLS and CAROL WILLS, currently own Unit 10 in Beach Bay, and hereby give their consent for CHARLES C. SUTTON and LYNN A. SUTTON to merge Units 2 and 3 into one (1) unit. Units 2 and 3 are adjoining Units both owned by CHARLES C. SUTTON and LYNN A. SUTTON, his wife.

Date: 1/3/16

Dennis Wills
Dennis Wills

Date: 1/3/16

Carol Wills
Carol Wills

CONSENT TO MERGE UNITS

Re: Beach Bay Condominium
Town of Saratoga, Wood County, Wisconsin

The undersigned, GREAT NORTHERN TIMBER COMPANY, LLC, currently own Unit 11 in Beach Bay, and hereby gives its consent for CHARLES C. SUTTON and LYNN A. SUTTON to merge Units 2 and 3 into one (1) unit. Units 2 and 3 are adjoining Units both owned by CHARLES C. SUTTON and LYNN A. SUTTON, his wife.

GREAT NORTHERN TIMBER COMPANY, LLC

Date: 12/23/15

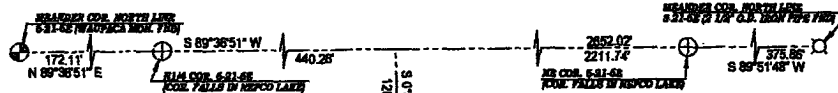
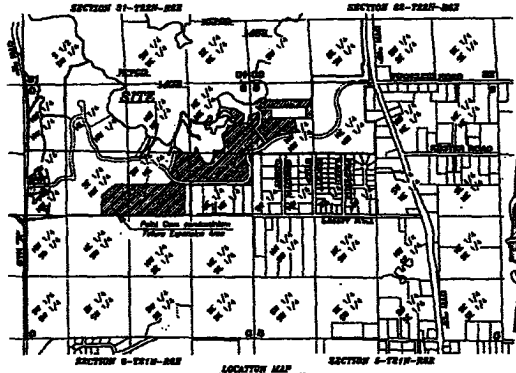
By: 
Brad Pavloski, Member

EXHIBIT D

BEACH BAY

Condominium Addendum # 2

BEING ALL OF UNITS 2 & 3 OF BEACH BAY CONDOMINIUM, ALSO BEING PART OF LOT 1 OF WOOD COUNTY CERTIFIED SURVEY MAP NO. 9828, LOCATED IN PART OF THE SW1/4 NE1/4 AND PART OF THE NW1/4 NE1/4 OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 6 EAST, TOWN OF SARATOGA, WOOD COUNTY, WISCONSIN.



SURVEYOR'S CERTIFICATE:

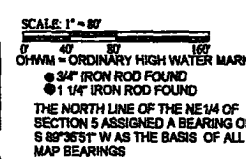
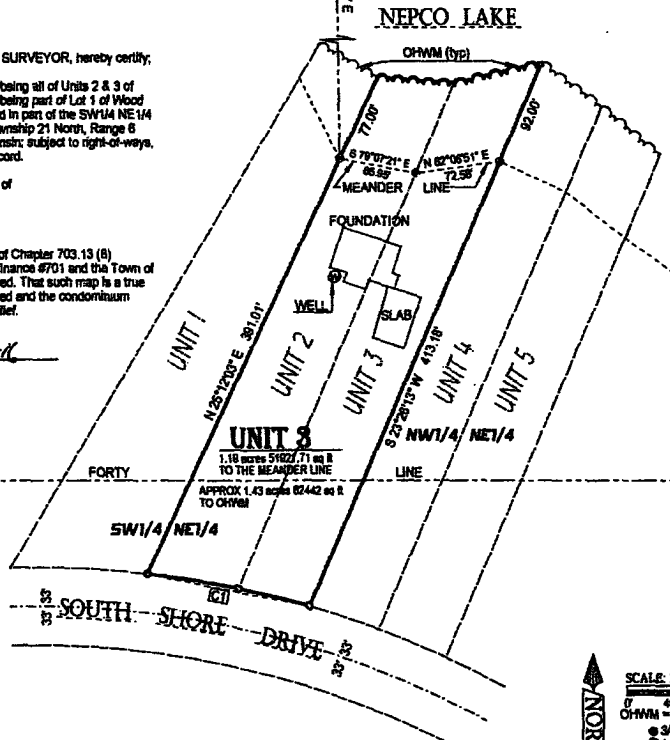
I, KEVIN M. WHIPPLE, REGISTERED LAND SURVEYOR, hereby certify,

That I have surveyed and mapped this survey being all of Units 2 & 3 of Beach Bay Condominium Addendum #2, also being part of Lot 1 of Wood County Certified Survey Map No. 9828, located in part of the SW1/4 NE1/4 and part of the NW1/4 NE1/4 of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin; subject to right-of-ways, easements, restrictions and reservations of record.

That I have made such survey at the direction of
CHARLES & LYNN SUTTON
 743 SO. PROSPECT ST
 ELMHURST, IL 60126

That I have complied fully with the provisions of Chapter 703.13 (8) Wisconsin Statutes and the Wood County Ordinance #701 and the Town of Saratoga Building Code Ordinance, as amended. That such map is a true and correct representation of the lands surveyed and the condominium described to the best of my knowledge and belief.

Kevin M. Whipple 3-14-16
 KEVIN M. WHIPPLE R.L.S. #244
 Dated By: KEVIN WHIPPLE



STATE OF WISCONSIN
 COUNTY OF WOOD
 This map is approved in accordance with the Wood County Land Subdivision Ordinance.
 Approved this 12 day of March, 2016.
John R. Gandy
 WOOD COUNTY PLANNING AGENCY
 PLAN REVIEW OFFICER

Id	Delta	Radius	Arc Length	Chord	CB Bear
1	9°24'52"	R1107	141.72	141.36	N 76°02'31" W

NOTE: THIS SURVEY INTENDED TO INCLUDE THOSE LANDS LYING BETWEEN THE MEANDER LINE AND THE ORDINARY HIGH WATER MARK OF NEPCO LAKE.

BADGER - LAND SURVEY, LLC
 2610 WEST GRAND AVE.
 WISCONSIN RAPIDS, WI, 54495
 PHONE: (715) 424-5900
 FAX: (715) 424-5901
 E-MAIL: bbsurvey@wisc.net
 www.badgerlandsurvey.com

VOLUME OF CONDOMINIUM PLATS, PAGE
 PREPARED FOR: **CHARLES & LYNN SUTTON**
 743 SO. PROSPECT ST
 ELMHURST, IL 60126
 DRAWN BY: KW
 DATE: 2/18/16

CONDOMINIUM PLAT
 This map DOES NOT transfer property ownership. Sale or transfer of property requires a recorded deed.