

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

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

Declarant

Great Northern Timber Company, LLC
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Prepared By

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DECLARATION OF CONDOMINIUM

FOR

CLEARWATER 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 Clearwater 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 Clearwater 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 initially consist of 16 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 (and the private onsite septic systems to service Units 15 and 16). 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 1/16th 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. RIGHT TO EXPAND

A. **Reservation of Right.** Declarant hereby reserves the right to expand the Condominium by adding all or a portion of the property described on Exhibit C attached hereto and made a part hereof. Such right to expand may be exercised from time to time within ten (10) years from the date of recording of this Declaration with the Office of the Wood County Register of Deeds. Any such expansion shall be in the sole discretion of Declarant, and no Unit Owner or other person shall have the right to require the same. Each Owner, by accepting a deed to a Unit, acknowledges that the expansion area or parts thereof may be developed for uses other than as part of the Condominium.

B. **Number and Location of Units.** The maximum number of Units in the Condominium as expanded shall be 28. Declarant currently anticipates that the Units shall be positioned as shown on the Condominium Plat, but Declarant reserves the right to change the location if required to achieve the best development, in the opinion of Declarant. The Units shall consist of Units of the general size and area as shown on the Condominium Plat, but Declarant reserves the right to change the size and area of the Units in order to meet market requirements. Declarant specifically reserves the right to expand the boundaries of Unit 1 to include portions of the expansion lands. All Units developed within the expansion area shall be for residential use.

C. **Effect on Percentage Interest in Common Elements.** Upon any expansion as described in this Section, the percentage interest in the Common Elements appurtenant to each Unit and calculated under Section 7 shall be the number "1" divided by the total number of Units included in the Condominium.

D. **Effective Date of Expansion.** The Condominium shall be deemed expanded when an amendment to this Declaration, executed by the Declarant, is recorded with the Office of the County Register of Deeds for Wood

County, which amendment shows the new percentage interests of the Unit Owners and the votes which each Unit Owner may cast in the Condominium as expanded, and when an addendum to the Condominium Plat is recorded as required in Section 703.26, Wisconsin Statutes. Declarant reserves the right to amend this Declaration, its Exhibits and the Condominium Plat, without any other consent or approval, for the purpose of effecting an expansion of the Condominium.

E. Effect of Expansion. Upon the recording of an amendment to the Declaration and addendum to the Condominium Plat, each Unit Owner, by operation of law, shall have the percentage interests in the Common Elements, liabilities in the Common Expenses, and rights to Common surpluses, and shall have the number of votes set forth in the Declaration amendment. Following any such expansion, the interest of any Mortgagee shall attach, by operation of law, to the new percentage interests in the Common Elements appurtenant to the Unit on which it has a lien. Declarant shall have a permanent easement over, through, and under the existing Common Elements to facilitate the expansion; provided, however, any damage to the Common Elements because of Declarant's use of the easement shall be Declarant's responsibility.

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:

(I) 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. Unit 1 has been granted a variance from Section 704.03(1)(B) of the Wood County Shoreland Zoning Ordinance to allow a zero lot line setback. A restriction to maintain a 20 foot setback from the residential structure constructed on Unit 1 will be recorded against the Expansion Area in the Village of Port Edwards for the lands adjacent to Unit 1 (north line of Unit 1 only). In addition, Unit 1 has been granted a variance from s. 3.01 of the Town of Saratoga Building Code to allow a zero lot line setback (north line of Unit 1 only). The residential structures to be constructed on Unit 2 shall be permitted to observe a zero setback to the lines common with Unit 1, but shall maintain a 20 foot setback to the residential structure located on Unit 1.

(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. Window trim must be 4-8" in width. Finishes shall be of colors that are in harmony with the colors of the natural surroundings, such as those commonly referred to as "earth tones" unless approved by the Architectural Control Committee. Dwellings must have a minimum size of 1000 square feet and a maximum size of 2000 square feet on the main floor. In addition to living space, homes may have up to an additional 200 square feet of porches, stoops, etc under cover. Each Unit within the 300 foot setback of NEPCO Lake is limited to a maximum of 5000 square feet of impervious surface. 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 with a maximum of 700 square feet. For Units which are serviced by the community septic system, dwellings may not have more than three (3) bedrooms. 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. The location and size of the private onsite septic systems to be installed by the owners of Units 15 and 16 shall be subject to ACC approval.

(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 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.gov.usda.gov/references/public/WI/643a.pdf>) and "Wisconsin Biology Technical Note 1: Shoreland Habitat" (<ftp://ftp-fc.sc.gov.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;
- (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 the private septic systems for Unit 15 and 16); 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. Wetlands. In order to preserve and protect any wetlands located within the Condominium to the greatest extent possible, no construction, land disturbing, grading, or filling activities may occur within 50 feet of the wetland boundaries as depicted on the Plat. All Units are subject to a 50 foot building setback requirement from a wetland boundary as depicted on the Plat. No impervious surfaces may be constructed or installed within the 50 foot wetland building setback area. During all construction and land disturbing activities, the Owners of said Lots shall comply with all appropriate regulations promulgated by the County of Wood, the Town of Saratoga, the United States Army Corps of Engineers, the Wisconsin Department of Natural Resources and any other administrative agency or governmental body having jurisdiction over the Condominium and the wetlands. Each Unit Owner is advised to consult NR 151 of the Wisconsin Administrative Code, as amended, for wetland restrictions.

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, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Units to purchasers, assuming that the Condominium has been fully expanded under Section 8; 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. For purposes of calculating the percentages set forth in this Section, the percentage of Common Element interest conveyed shall be calculated by dividing the number of Units conveyed by the maximum number of Units permitted under Section 8.

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 Units 1 through 14, inclusive. The owners of Units 15 and 16 shall be responsible for obtaining the necessary permits and constructing their own private onsite wastewater treatment system to service their Unit, and therefore will not be subject to general or special assessments related to the community septic system. General and Special Assessments associated with the operation and maintenance of the community septic system shall be shared pro rata among the owners of Units 1 through 14, until such time as the condominium is expanded. 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 (except for Units 15 and 16 which have private septic systems), 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, the Expansion Property described on Exhibit C, 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.

I. Private Road Easement. Declarant hereby grants a non-exclusive easement for ingress and egress to the Unit owners and the Association over and across the lands described on Exhibit D attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this 15th day of OCTOBER, 2012.

Great Northern Timber Company, LLC

By: [Signature]
Title: Brad Pavloski, Member

STATE OF WISCONSIN)
COUNTY OF Waupaca) ss

Personally came before me this 15 day of October, 2012, the above named BRAD PAVLOSKI 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]
Notary Public - State Of Wisconsin
My commission expires: 2-23-14

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

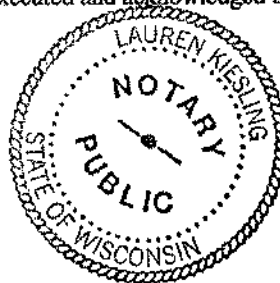


EXHIBIT A
Legal Description

*Lot 1 of Wood County Certified Survey Map number 9523 recorded in Volume 34 of Survey Maps on Page 23 as Document number 2012R10862.
Located in the Northeast Quarter of the Northwest Quarter of Section 6,
Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.*

EXHIBIT B
Condominium Plat

(See Attached)

NSA

PROFESSIONAL SERVICES, INC.
1700 W. WISCONSIN AVENUE
SARATOGA, WISCONSIN 54589-1027
P.O. BOX 1027
SARATOGA, WISCONSIN 54589-1027
PHONE: 715-835-1027
FAX: 715-835-1028
WWW.NSA-PROFESSIONAL.COM

Map No. P-1700 (3) 1/28/2012
Title: CLEARWATER BAY CONDOMINIUM PLAT
Scale: 1" = 500'
Date: 25 SEPT. 2012
Author: CHR
Checked by: GJR
Sheet: 1 of 57

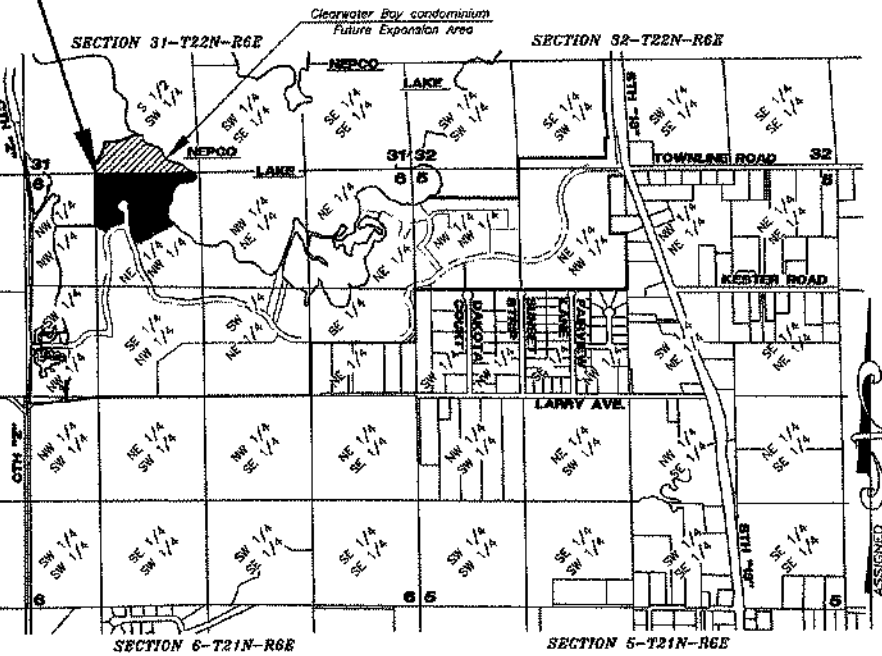
Condominium Plat

Reference to:
Great Northern Timber Company, LLC
P.O. Box 1027
Saratoga, WI 54589-1027

Clearwater Bay condominium

Lot 1 of Wood County Certified Survey Map number 9923 as recorded in Volume 34 of Survey Maps on Page 23 as Document number 2012R10882. Located in the Northeast Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

THIS PLAT
Solid-hatched Areas



LOCATION MAP
SCALE: 1" = 1000'

SURVEYOR'S CERTIFICATE:

I, Christopher J. Ranner, 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 Pawleski 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.

NSA PROFESSIONAL SERVICES, INC. DATE:
CHRISTOPHER J. RANNER, WISCONSIN REGISTERED LAND SURVEYOR #2641

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: _____ Plot Review Officer



Clearwater Bay

condominium

Lot 1 of Wood County Certified Survey Map number 9523 as recorded in Volume 34 of Survey Maps on Page 23 as Document number 2012R10862. Located in the Northeast Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

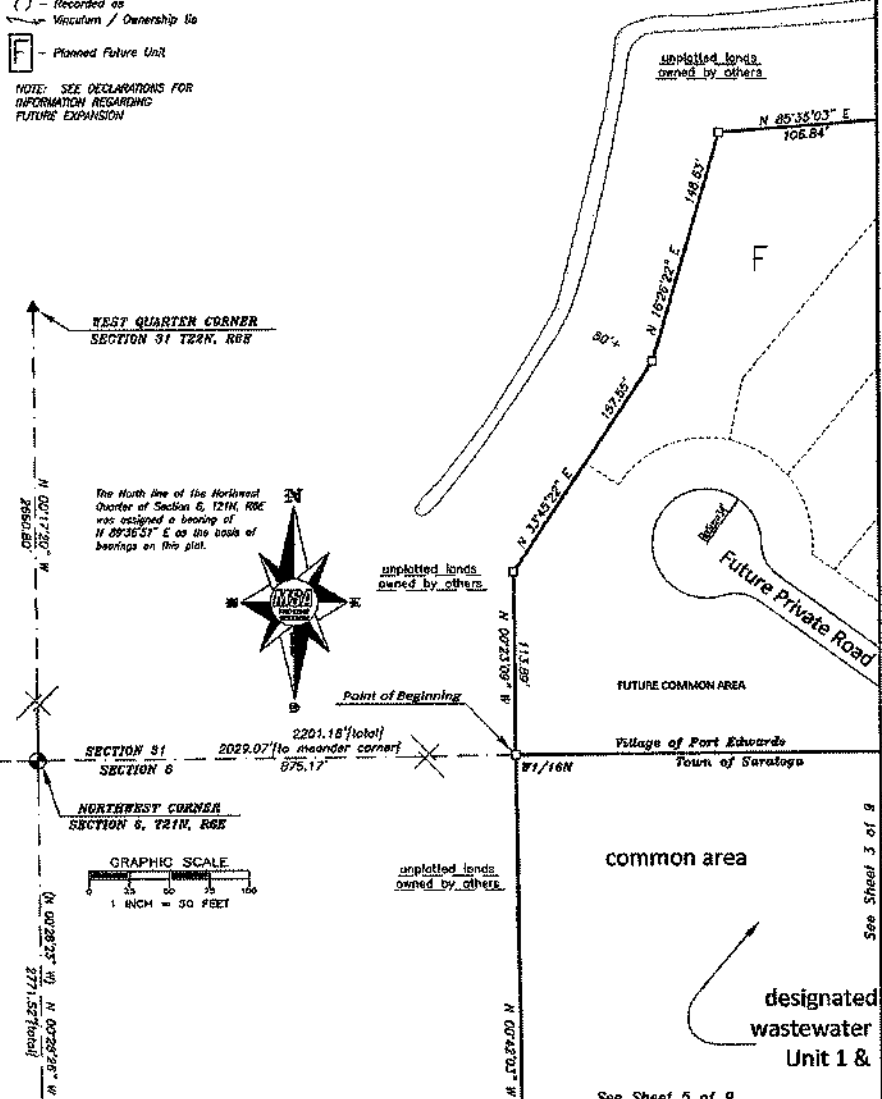
Project No. P-190913313
 Date of Survey: 08/28/2013
 Surveyor: G. R. ...
 State: WI
 Scale: 3" = 50'

Condominium Plat

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

- LEGEND:**
- ⊙ - Morrison cast iron monument, found
 - ⊙ - Wausau cast iron monument, found
 - ▲ - 1" Steel Bermlan Survey Mark, found
 - - 3/4" round iron rod, found
 - - 1 1/4" round iron rod, found
 - - 3/4" x 18" round iron re-bar, placed weighing 1.50 lbs per lineal ft.
 - - 1 1/4" x 18" round iron re-bar, placed weighing 4.30 lbs per lineal ft.
 - () - Recorded as Vicinity / Ownership to
 - - Planned Future Use

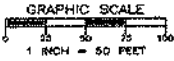
NOTE: SEE DECLARATIONS FOR INFORMATION REGARDING FUTURE EXPANSION



Clearwater Bay

condominium

Lot 1 of Wood County Certified Survey Map number 9523 as recorded in Volume 34 of Survey Maps on Page 23 as Document number 2012R10862. Located in the Northeast Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 8 East, Town of Saratoga, Wood County, Wisconsin.



NEPCo Lake

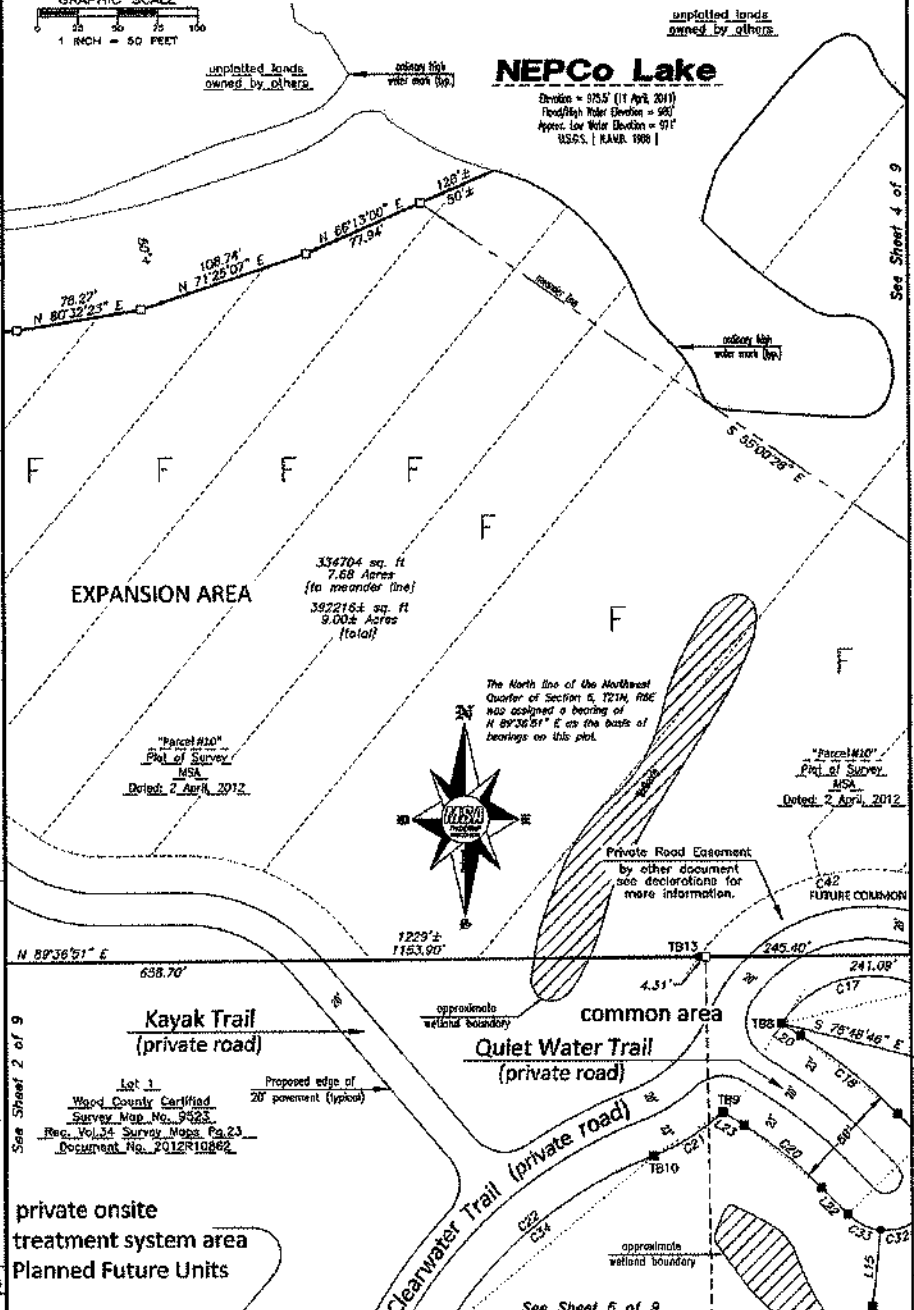
Elevation = 925.5 (11 Apr. 2011)
 Floodfish Water Elevation = 992'
 Approx. Low Water Elevation = 911'
 USGS | RANA 1988 |

MSA
 PROFESSIONAL LAND SURVEYOR
 No. 10000
 State of Wisconsin
 Exp. 12/31/2012

Project No. P13081303
 Field Book File: 13081303
 Date: 11/14/12
 Drawn by: CR
 Checked by: GR
 Scale: 1" = 50'

Condominium Plat

Prepared for: Great Northern Timber Company LLC
 Wisconsin Rapids, WI 54485-1027



Clearwater Bay

condominium

Lot 1 of Wood County Certified Survey Map number 9523 as recorded in Volume 34 of Survey Maps on Page 23 as Document number 2012R10862. Located in the Northeast Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 6 East, Town of Sorotoga, Wood County, Wisconsin.

NSA
 NATIONAL SURVEYING ASSOCIATION
 1000 N. WISCONSIN AVENUE
 SUITE 200
 MILWAUKEE, WI 53233
 (414) 224-2200
 www.nsa.org

6 to 3 years see

Ordinary high water mark (HWSM)

unplotted lands owned by others

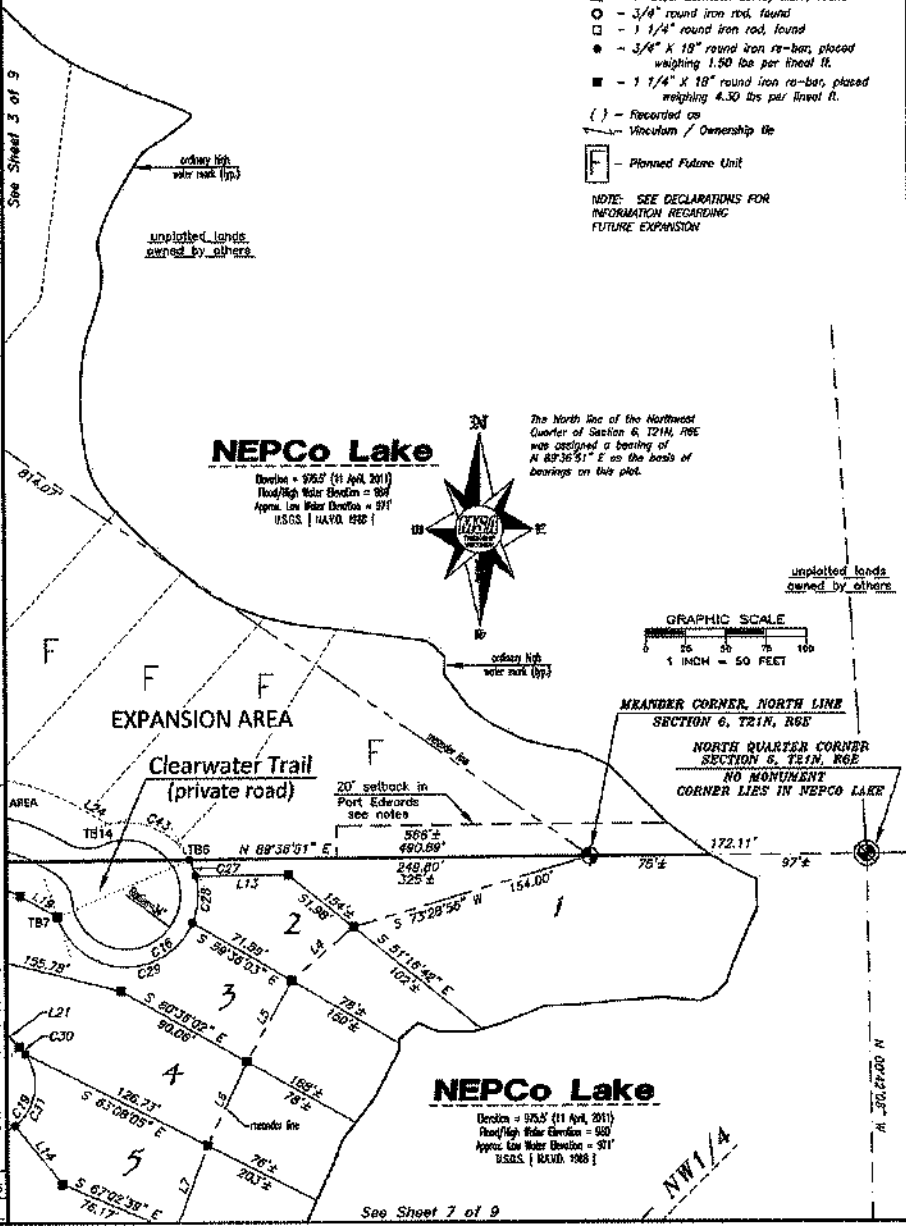
Condominium Plat

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

Prepared by: CIR
 Date: 25 Sept. 2012
 Scale: 1" = 50'

- LEGEND:**
- ⊙ - Horseshoe cast iron monument, found
 - ⊙ - Ringneck cast iron monument, found
 - ▲ - 1" Steel Berntsen Survey Mark, found
 - - 3/4" round iron rod, found
 - - 1 1/4" round iron rod, found
 - - 3/4" X 18" round iron re-bar, placed weighing 1.50 lbs per lineal ft.
 - - 1 1/4" X 18" round iron re-bar, placed weighing 4.30 lbs per lineal ft.
 - () - Recorded as
 - Vicinity / Ownership to
 - - Planned Future Unit

NOTE: SEE DECLARATIONS FOR INFORMATION REGARDING FUTURE EXPANSION



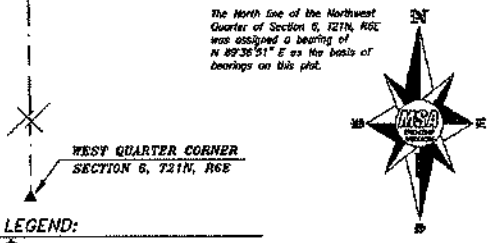
MSA

Clearwater Bay

condominium

Lot 1 of Wood County Certified Survey Map number 8523 as recorded in Volume 34 of Survey Maps on Page 23 as Document number 2012R10852. Located in the Northeast Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

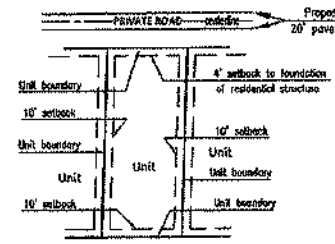
See Sheet 2 of 9



- LEGEND:**
- - Harrison cast iron monument, found
 - - Waupaca cast iron monument, found
 - ▲ - 1" Steel Benben Survey Mark, found
 - - 3/4" round iron rod, found
 - - 1 1/4" round iron rod, found
 - - 3/4" X 18" round iron re-bar, placed weighing 1.50 lbs per linear ft.
 - - 1 1/4" X 18" round iron re-bar, placed weighing 4.30 lbs per linear ft.
 - () - Recorded as
 - Vinculum / Ownership tie
 - Planned Future Unit

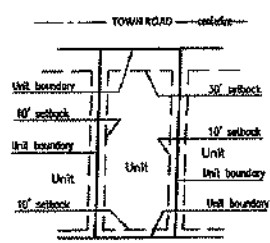
NOTE: SEE DECLARATIONS FOR INFORMATION REGARDING FUTURE EXPANSION

RESIDENTIAL STRUCTURE TYPICAL BUILDING ENVELOPES AND SETBACKS
NOT TO SCALE

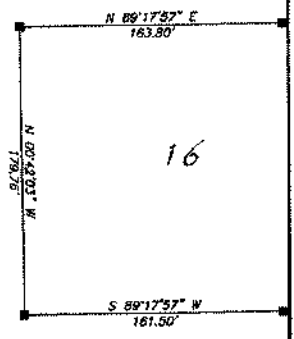


The building setbacks, as shown hereon are to the furthest extension of any portion of the residential structure constructed on any unit unless otherwise indicated.

RESIDENTIAL STRUCTURE TYPICAL BUILDING ENVELOPES AND SETBACKS
NOT TO SCALE

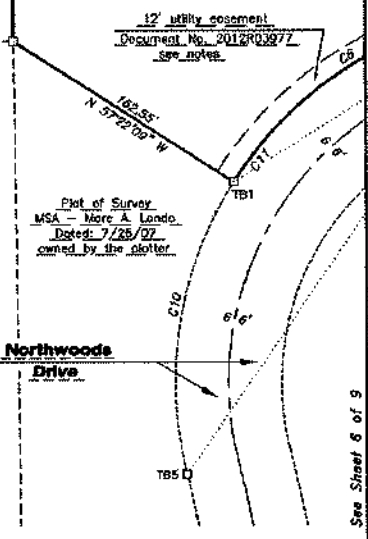


The building setbacks, as shown hereon are to the furthest extension of any portion of the residential structure constructed on any unit unless otherwise indicated.



designated private wastewater treatment Units 2 - 14

common area



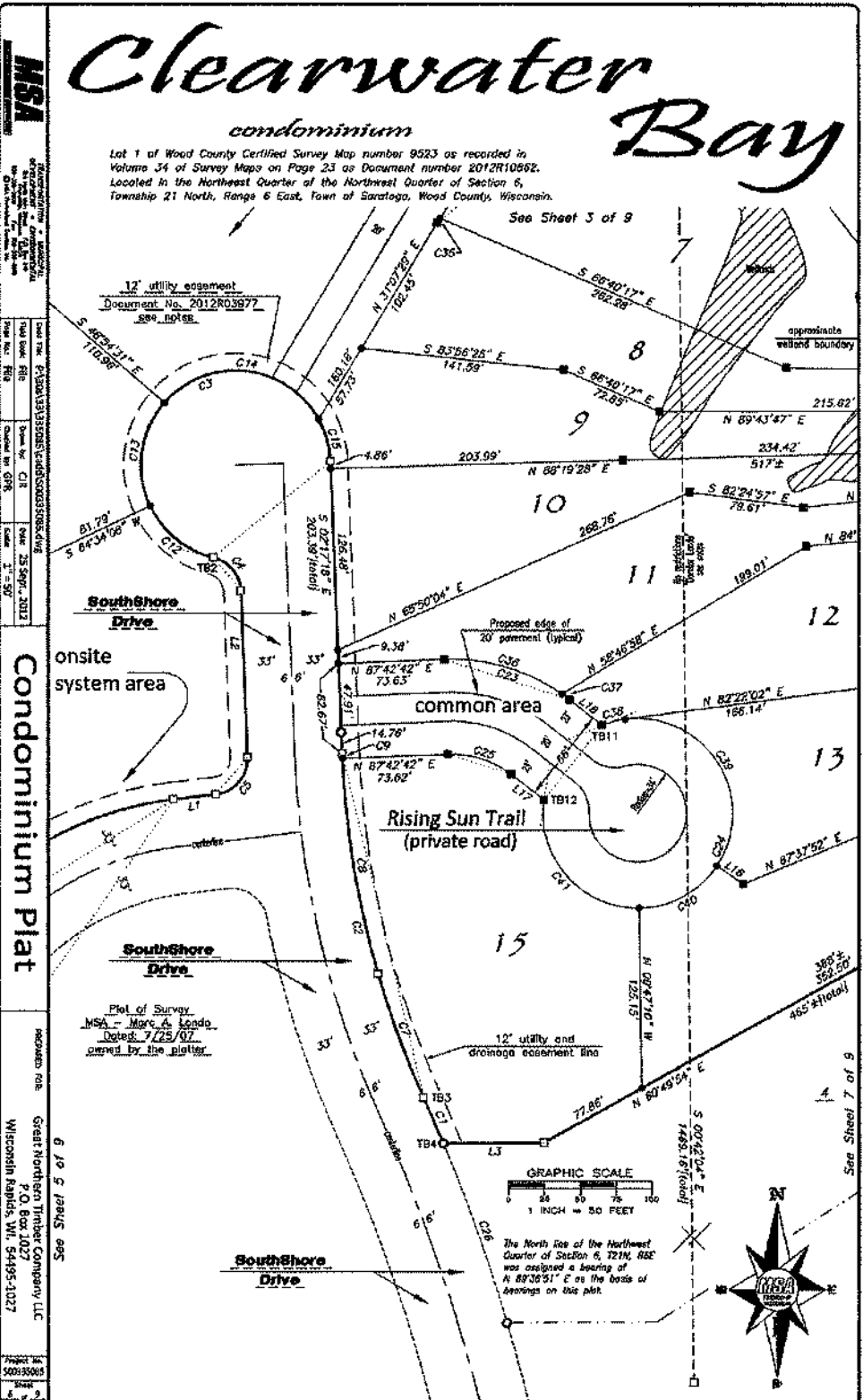
Northwoods Drive

Condominium Plat

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

MSA
500135015

See Sheet 6 of 9



MSA

Plot of Survey
MSA - Marc A. Landa
Dated: 7/25/07
approved by the plattee

6 Jo S Janss ass

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

Condominium Plat

Clearwater Bay

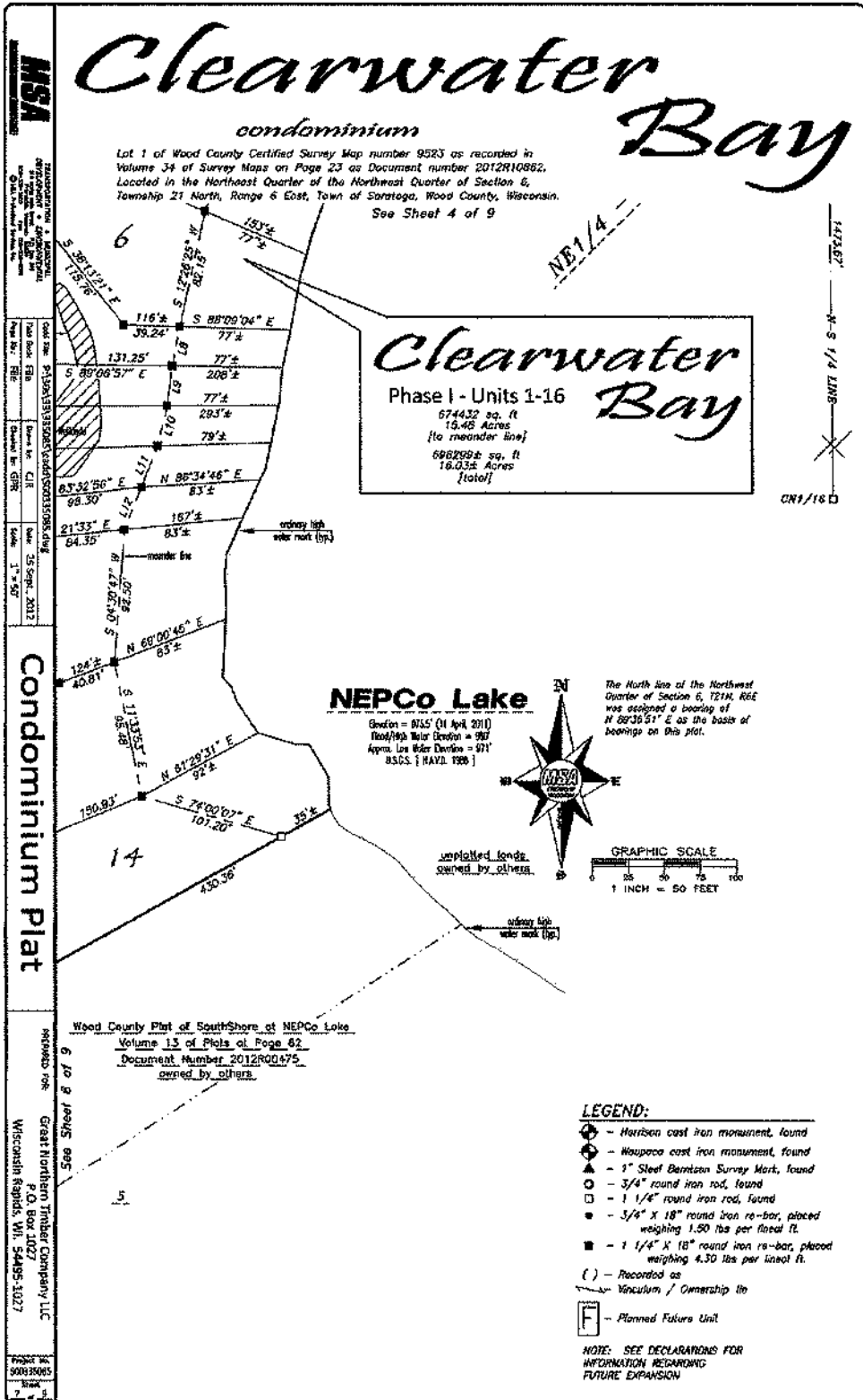
condominium

Lot 1 of Wood County Certified Survey Map number 9523 as recorded in Volume 34 of Survey Maps on Page 23 as Document number 2012R10862. Located in the Northeast Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin. See Sheet 4 of 9

Clearwater Bay
Phase I - Units 1-16

674432 sq. ft
15.48 Acres
[to meander line]

688269 sq. ft
16.03± Acres
[total]



NSH
NORTH SHORE SURVEYING & MAPPING, INC.
1200 W. WISCONSIN AVE., SUITE 100
SARATOGA, WISCONSIN 54583
TEL: 715.835.1234
WWW.NSSH.COM

Wood County Plat of South Shore of NEPCo Lake
Volume 13 of Plats of Page 82
Document Number 2012R00475
carried by others

Condominium Plat

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

DATE: 12/10/13
BY: [Signature]

NEPCo Lake

Elevation = 8155' (11 April 2011)
Flood/High Water Elevation = 987'
Approx. Low Water Elevation = 971'
B.S.G.S. [MAY 1988]



The North line of the Northwest Quarter of Section 6, T21N, R6E was assigned a bearing of N 89°35'51" E as the basis of bearings on this plat.

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

LEGEND:

- ⊕ - Harrison cast iron monument, found
- ⊙ - Waupaca cast iron monument, found
- ▲ - 1" Steel Barstow Survey Mark, found
- - 3/4" round iron rod, found
- - 1 1/4" round iron rod, found
- - 3/4" x 18" round iron re-bar, placed weighing 1.50 lbs per lineal ft.
- - 1 1/4" x 18" round iron re-bar, placed weighing 4.30 lbs per lineal ft.
- () - Recorded as
- ↔ - Vacant / Ownership to
- F - Planned Future Unit

NOTE: SEE DECLARATIONS FOR INFORMATION REGARDING FUTURE EXPANSION

Clearwater Bay

condominium

Lot 1 of Wood County Certified Survey Map number 9523 as recorded in Volume 34 of Survey Maps on Page 23 as Document number 2012R10862. Located in the Northeast Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

LEGAL DESCRIPTION - Phase I, Units 1-16

Lot 1 of Wood County Certified Survey Map number 9523 recorded in Volume 34 of Survey Maps on Page 23 as Document number 2012R10862. Located in the Northeast Quarter of the Northwest 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 875.17 feet to the Northwest corner of the Northeast Quarter of the Northwest Quarter of said Section 6, the Northwest corner of said Lot 1 and the POINT OF BEGINNING, thence continuing N 89°36'51" E along the North line of said Lot 1 a distance of 1153.90 feet to a meander line of NEPCo Lake, thence the following bearings and distances along said meander line, S 73°20'55" W a distance of 154.00 feet, thence S 49°14'17" W a distance of 50.83 feet, thence S 29°10'39" W a distance of 57.69 feet, thence S 25°37'03" W a distance of 57.64 feet, thence S 20°32'48" W a distance of 57.48 feet, thence S 10°44'04" W a distance of 27.96 feet, thence S 07°26'25" W a distance of 27.89 feet, thence S 13°15'26" W a distance of 28.68 feet, thence S 21°40'38" W a distance of 30.81 feet, thence S 21°53'20" W a distance of 31.86 feet, thence S 04°30'47" W a distance of 92.50 feet, thence S 11°33'53" E a distance of 85.48 feet, thence S 74°00'07" E a distance of 101.20 feet to the Southerly line of said Lot 1, thence departing from said meander line the following bearings and distance along said Lot 1, S 80°49'54" W a distance of 430.36 feet, thence S 89°36'51" W a distance of 70.11 feet to the eastern right-of-way line of SouthShore Drive and a non-tangent curve to the left which has a radius of 1233.00 feet, a delta angle of 01°37'02" and a chord that bears N 23°27'06" W a distance of 34.60 feet, thence the following bearings and distances along the right-of-way lines of SouthShore Drive and Northwoods Drive and the arc of said curve a distance of 34.60 feet to a curve to the right which has a radius of 844.38 feet, a delta angle of 21°58'19" and a chord that bears N 13°16'27.5" W a distance of 245.60 feet, thence along the arc of said curve a distance of 247.11 feet, thence N 02°17'18" W a distance of 203.39 feet to a curve to the left which has a radius of 66.00 feet, a delta angle of 254°03'18" and a chord that bears S 50°41'04" W a distance of 105.38 feet, thence along the arc of said curve a distance of 292.85 feet to a curve to the right which has a radius of 25.00 feet, a delta angle of 74°03'16" and a chord that bears S 39°18'56" E a distance of 30.11 feet, thence along the arc of said curve a distance of 32.31 feet, thence S 02°17'18" E a distance of 115.89 feet to a curve to the right which has a radius of 25.00 feet, a delta angle of 85°28'35" and a chord that bears S 40°26'29.5" W a distance of 33.93 feet, thence along the arc of said curve a distance of 37.30 feet, thence S 83°11'17" W a distance of 28.85 feet to a curve to the left which has a radius of 233.00 feet, a delta angle of 50°33'28" and a chord that bears S 57°54'34" W a distance of 198.99 feet, thence along the arc of said curve a distance of 205.60 feet, thence departing from said right-of-way line N 57°22'08" W a distance of 162.55 feet, thence N 00°42'03" W a distance of 650.01 feet to the Northwest corner of said Lot 1 and the POINT OF BEGINNING.

Including or excluding 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.

LEGAL DESCRIPTION - EXPANSION AREA

Part of the South Half of the Southwest Quarter of Section 31, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin, more particularly described as follows:

Commencing at the Southwest corner of said Section 31 thence N 89°36'51" E along the South line of the Southwest Quarter of said Section 31 a distance of 875.17 feet to the Northwest corner of Lot 1 of Wood County Certified Survey Map No. 8523 and the POINT OF BEGINNING, thence N 00°23'09" W a distance of 113.89 feet, thence N 33°45'22" E a distance of 157.55 feet, thence N 16°26'22" E a distance of 148.63 feet, thence N 85°35'03" E a distance of 108.84 feet, thence N 80°32'23" E a distance of 78.27 feet, thence N 71°25'07" E a distance of 108.74 feet, thence N 66°13'00" E a distance of 77.94 feet to a meander line of NEPCo Lake, thence S 58°00'28" E along said meander line a distance of 814.07 feet to a meander line on the South line of the Southwest Quarter of said Section 31, thence S 89°36'51" W along said South line a distance of 1153.90 feet to the Northwest corner of said Lot 1 and the POINT OF BEGINNING.

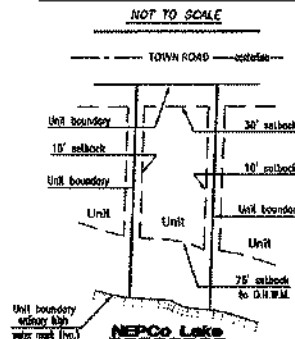
Including or excluding all lands lying between the boundary lines extended, the meander line and the ordinary high water mark of NEPCo Lake.

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

| Number | Direction | Distance |
|--------|---------------|----------|
| L1 | N 63°11'17" E | 29.86 |
| L2 | N 02°17'18" W | 115.89 |
| L3 | N 89°36'51" E | 70.11 |
| L4 | S 49°14'17" W | 50.83 |
| L5 | S 29°10'39" W | 57.69 |
| L6 | S 25°37'03" W | 57.64 |
| L7 | S 20°32'48" W | 57.48 |
| L8 | S 10°44'04" W | 27.96 |
| L9 | S 07°26'25" W | 27.89 |
| L10 | S 13°15'26" W | 28.68 |
| L11 | S 21°40'38" W | 30.81 |
| L12 | S 21°53'20" W | 31.86 |
| L13 | N 89°36'51" E | 37.30 |
| L14 | S 38°31'46" E | 47.27 |
| L15 | S 05°59'18" W | 47.91 |
| L16 | N 56°23'56" W | 22.33 |
| L17 | S 52°02'16" E | 28.87 |
| L18 | S 52°02'16" E | 28.87 |
| L19 | N 60°35'22" W | 26.43 |
| L20 | S 57°35'18" W | 15.76 |
| L21 | S 44°17'13" E | 23.12 |
| L22 | N 44°17'13" W | 23.12 |
| L23 | N 57°35'18" W | 15.76 |
| L24 | N 60°35'22" W | 26.43 |

| Number | Tangent Bearing | Bearing |
|--------|-----------------|---------|
| TB1 | N 32°37'51" E | |
| TB2 | N 76°20'34" W | |
| TB3 | N 24°19'37" W | |
| TB4 | N 22°58'35" W | |
| TB5 | N 14°02'08" W | |
| TB6 | N 28°26'17" W | |
| TB7 | N 17°48'22" W | |
| TB8 | N 39°45'39" E | |
| TB9 | N 45°48'41" E | |
| TB10 | N 68°54'11" E | |
| TB11 | N 67°57'44" E | |
| TB12 | N 07°57'44" E | |
| TB13 | N 36°23'52" E | |
| TB14 | N 76°34'38" E | |

RESIDENTIAL STRUCTURE TYPICAL BUILDING ENVELOPES AND SETBACKS



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.

NSA

WISCONSIN DEPARTMENT OF TRANSPORTATION

CONDOMINIUM PLAT

2012

Condominium Plat

Great Northern Trailers Company LLC

903333035

Clearwater Bay

condominium

Bay

Lot 1 of Wood County Certified Survey Map number S283 as recorded in Volume 34 of Survey Maps on Page 23 as Document number 2012R10862. Located in the Northeast Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 6 East, Town of Sorotoga, Wood County, Wisconsin.

NSA
NATIONAL SURVEYING ASSOCIATION

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

Condominium Plat

Project No: **S283**
Sheet: **9** of **9**

| Number | Radius | Delta Angle | Chord Bearing | Chord | Length |
|--------|----------|-------------|-----------------|---------|---------|
| C1 | 1233.00' | 01°37'02" | S 23°27'06" E | 34.80' | 34.80' |
| C2 | 644.38' | 21°58'19" | S 13°16'27.5" E | 245.80' | 247.11' |
| C3 | 66.00' | 254°03'16" | N 50°41'04" E | 105.36' | 292.65' |
| C4 | 25.00' | 74°03'16" | N 39°18'56" W | 30.11' | 32.31' |
| C5 | 25.00' | 65°28'55" | N 40°28'39.6" E | 33.23' | 37.30' |
| C6 | 233.00' | 50°33'26" | S 57°54'34" W | 198.99' | 205.80' |
| C7 | 644.38' | 08°09'00" | S 20°11'07" E | 91.58' | 91.68' |
| C8 | 644.38' | 13°31'34" | N 08°20'50" W | 151.77' | 152.12' |
| C9 | 644.38' | 00°17'45" | N 02°28'10.5" W | 3.33' | 3.33' |
| C10 | 233.00' | 46°39'58" | S 09°17'51.5" W | 184.57' | 189.77' |
| C11 | 233.00' | 97°13'28" | N 34°34'34.5" E | 349.61' | 395.37' |
| C12 | 66.00' | 50°54'42" | N 60°53'13" W | 56.74' | 59.65' |
| C13 | 66.00' | 66°31'22" | N 07°49'49" E | 72.40' | 76.63' |
| C14 | 66.00' | 110°02'00" | S 83°53'30" E | 108.15' | 126.74' |
| C15 | 66.00' | 26°39'12" | S 18°34'54" E | 30.35' | 30.63' |
| C16 | 45.00' | 180°42'55" | S 65°53'10.5" W | 89.61' | 146.79' |
| C17 | 67.00' | 65°38'58" | S 76°35'08.5" W | 91.68' | 100.18' |
| C18 | 333.00' | 13°18'05" | S 50°36'18.3" E | 77.73' | 77.31' |
| C19 | 33.00' | 180°00'00" | S 45°42'47" W | 68.00' | 103.67' |
| C20 | 267.00' | 13°18'05" | N 50°58'15.5" W | 81.25' | 81.58' |
| C21 | 133.00' | 22°07'30" | S 57°50'26" W | 57.04' | 57.38' |
| C22 | 267.00' | 37°46'42" | S 60°00'50" W | 172.86' | 176.05' |
| C23 | 133.00' | 40°15'02" | S 72°08'49" E | 91.52' | 93.43' |
| C24 | 66.00' | 300°00'00" | S 37°57'44" W | 66.00' | 346.58' |
| C25 | 67.00' | 40°15'02" | N 72°08'47" W | 48.11' | 47.07' |
| C26 | 1233.00' | 06°09'11" | S 18°33'59.5" E | 132.35' | 132.42' |
| C27 | 45.00' | 13°41'34" | S 21°37'30" E | 10.23' | 10.25' |
| C28 | 45.00' | 37°54'16" | S 04°10'28" W | 29.23' | 29.27' |
| C29 | 45.00' | 139°07'05" | N 87°18'54.5" W | 64.33' | 109.27' |
| C30 | 33.00' | 08°52'42" | S 39°20'52" E | 8.68' | 5.69' |
| C31 | 33.00' | 85°52'45" | S 08°31'51.3" W | 44.96' | 49.46' |
| C32 | 33.00' | 44°31'02" | S 73°43'45" W | 28.00' | 25.64' |
| C33 | 33.00' | 38°43'31" | N 84°08'58.5" W | 22.42' | 22.88' |
| C34 | 267.00' | 37°09'22" | S 50°24'00" W | 169.47' | 172.45' |
| C35 | 267.00' | 00°46'20" | S 31°30'39" W | 3.60' | 3.60' |
| C36 | 133.00' | 37°23'46" | S 73°38'25" E | 85.27' | 86.80' |
| C37 | 133.00' | 02°51'16" | S 53°27'54" E | 8.63' | 8.63' |
| C38 | 66.00' | 14°24'19" | N 79°08'53.5" E | 16.55' | 16.59' |
| C39 | 66.00' | 131°14'01" | S 32°00'56.5" E | 120.23' | 151.17' |
| C40 | 66.00' | 55°38'46" | S 81°24'27" W | 61.58' | 64.08' |
| C41 | 66.00' | 98°44'54" | N 41°24'43" W | 100.18' | 113.76' |
| C42 | 133.00' | 83°07'06" | N 77°54'05" E | 176.29' | 192.71' |
| C43 | 45.00' | 74°57'05" | S 68°28'49.5" E | 54.76' | 58.87' |

| Number | Area to Meander Line | Total Area± |
|---------|----------------------|-------------|
| Unit 1 | 4823 sq. ft. | 0.11 Acres |
| Unit 2 | 4088 sq. ft. | 0.09 Acres |
| Unit 3 | 8470 sq. ft. | 0.22 Acres |
| Unit 4 | 11887 sq. ft. | 0.27 Acres |
| Unit 5 | 6842 sq. ft. | 0.16 Acres |
| Unit 6 | 11092 sq. ft. | 0.24 Acres |
| Unit 7 | 4495 sq. ft. | 0.10 Acres |
| Unit 8 | 2244 sq. ft. | 0.05 Acres |
| Unit 9 | 2157 sq. ft. | 0.05 Acres |
| Unit 10 | 2443 sq. ft. | 0.06 Acres |
| Unit 11 | 2255 sq. ft. | 0.05 Acres |
| Unit 12 | 1852 sq. ft. | 0.04 Acres |
| Unit 13 | 1697 sq. ft. | 0.04 Acres |
| Unit 14 | 5281 sq. ft. | 0.12 Acres |
| Unit 15 | 4887 sq. ft. | 0.11 Acres |
| Unit 16 | 3870 sq. ft. | 0.09 Acres |

NOTES:

Clearwater 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 an on-site septic system, holding tanks only, - shown as "Dumlar 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 Clearwater 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.

Clearwater Bay condominium and the future expansion area contains 1,090,515 square feet or 25.03 acres total.

Unit 1 has been granted a variance from s.704.03(1)(b) Wood County Shoreland Zoning Ordinance to allow a zero lot line setback by the Wood County Board of Adjustment. A restriction to maintain a 20' setback from the residential structure constructed on Unit 1 will be recorded against the expansion area in the Village of Port Edwards for the lands adjacent to Unit 1, as shown hereon (North line of Unit 1 only).

Unit 1 has been granted a variance from s.3.01 Town of Sorotoga Building Code to allow a zero lot line setback (North line of Unit 1 only).

The setback associated with the wetlands, as shown hereon is to be 50' per NR 151.12 and allow for no impervious surfaces. See NR 151 for more information.

The private onsite wastewater treatment systems for Units 15 and 16 will be constructed within their respective individual unit areas.

The residential structure to be constructed on Unit 2 shall be permitted to observe a 0' setback to the line common with Unit 1, but shall maintain a 20' setback to the residential structure on Unit 1. All other setbacks are as shown hereon.

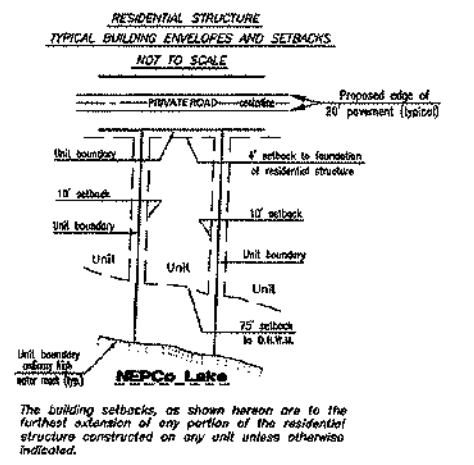


EXHIBIT C
Legal Description
Expansion Lands

Part of the South Half of the Southwest Quarter of Section 31, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin, more particularly described as follows;

Commencing at the Southwest corner of said Section 31 thence N 89°36'51" E along the South line of the South Half of the Southwest Quarter of said Section 31 a distance of 875.17 feet to the Northwest corner of Lot 1 of Wood County Certified Survey Map No. 9523 and the POINT OF BEGINNING, thence N 00°23'09" W a distance of 113.89 feet, thence N 33°45'22" E a distance of 157.55 feet, thence N 16°26'22" E a distance of 148.63 feet, thence N 85°35'03" E a distance of 106.84 feet, thence N 80°32'23" E a distance of 78.27 feet, thence N 71°25'07" E a distance of 108.74 feet, thence N 66°13'00" E a distance of 77.94 feet to a meander line of NEPCo Lake, thence S 55°00'28" E along said meander line a distance of 814.07 feet to a meander corner on the South line of the Southwest Quarter of said Section 31, thence S 89°36'51" W along said South line a distance of 1153.90 feet to the Northwest corner of said Lot 1 and the POINT OF BEGINNING.

Including or excluding 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.

EXHIBIT D
Legal Description
Private Road Easement

Part of the South Half of the Southwest Quarter of Section 31, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin, more particularly described as follows;

Commencing at the Southwest corner of said Section 31, thence N 89°36'51" E along the South line of the South Half of the Southwest Quarter of said Section 31 a distance of 1533.87 feet to the POINT OF BEGINNING and non-tangent curve to the right which has a radius of 133.00 feet, a delta angle of 83°01'06" and a chord that bears N 77°54'05" E a distance of 176.29 feet, thence along the arc of said curve a distance of 192.71 feet, thence S 60°35'22" E a distance of 26.43 feet to a non-tangent curve to the right which has a radius of 45.00 feet, a delta angle of 74°57'05" and a chord that bears S 65°56'49.5" E a distance of 54.76 feet, thence along the arc of said curve a distance of 58.87 feet to the South line of the Southwest Quarter of said Section 31, thence S 89°36'51" W along said South line a distance of 245.40 feet to the POINT OF BEGINNING.

AMENDED AND RESTATED FIRST
AMENDMENT TO
DECLARATION AND AMENDMENT TO DECLARATION
OF CONDOMINIUM FOR
CLEARWATER BAY CONDOMINIUM



2013R06566

SUSAN E. GINTER
WOOD COUNTY
REGISTER OF DEEDS
RECORDED ON

06/28/2013 03:46PM

REC FEE: 30.00

EXEMPT #: N/A

PAGES: 14

Record this document with the Register of Deeds.

Name and Return Address:

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

30.00

(Parcel Identification Number)

**AMENDED AND RESTATED FIRST AMENDMENT TO DECLARATION AND
AMENDMENT TO DECLARATION OF CONDOMINIUM FOR CLEARWATER BAY
CONDOMINIUM**

This Amended and Restated First Amendment to Declaration and Amendment to Declaration of Condominium for Clearwater Bay Condominium (this "Restated Amendment") is made this 7th day of June, 2013, by Great Northern Timber Company, LLC, a Wisconsin limited liability company, owner of Units 1, 2, 3, 8, 9, 10, 15 and 16 ("Declarant"), Jason Pfab and Vickie Pfab ("Unit 4 Owner"), and Mary Manor Trust Agreement dated February 11, 2010 (Unit 6 and 7 Owner").

WHEREAS, the Declaration of Condominium for Clearwater Bay Condominium ("Condominium") was recorded on October 16, 2012 with the Wood County Register of Deeds as Document No. 2012R11084 (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 which is attached hereto and incorporated herein by reference; and

WHEREAS, The First Amendment to Declaration of Condominium for Clearwater Bay Condominium was recorded in error with the Wood County Register of Deeds as Document No. 2013R03818 ("First Amendment"). This Restated Amendment supersedes and replaces in all respects the First Amendment.

WHEREAS, Declarant and the Unit Owners desire to Amend and Restate the First Amendment and amend the Declaration to eliminate Units 1 and 6 of the Condominium, alter the boundaries of Units 2, 3 and 4, merge Units 6, and 7, and reallocate the Unit Owners' percentage interests in the Common Elements of the Condominium, as set forth on the Clearwater Bay Plat Addendum #2 attached hereto as Exhibit B;

WHEREAS, Section 703.09(2) of the Wisconsin Statutes and the Declaration allow the Declaration to be amended by the written consent of at least two-thirds (2/3rds) of the aggregate votes in the Condominium. The Declarant, Unit 4 Owner, and Unit 6 and 7 Owner are the owners of more than 2/3rds of the votes in the Condominium and have the right to amend the Declaration.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is hereby amended by the Declarant, Unit 4 Owner, and Unit 6 and 7 Owner as follows:

1. **Amendment.** The Declaration is hereby amended as follows:

A. Pursuant to the attached Clearwater Bay Plat Addendum #2 attached hereto as Exhibit B ("Plat Addendum"), the boundaries of original Units 1, 2, 3, 4, 6, and 7 have been altered as set forth on the Plat Addendum. Units 1 and 6 of the Condominium have been eliminated. The Unit Owners undivided percentage interest in the Common Elements appurtenant to each Unit, and the vote of each Unit at meetings of the Association is hereby amended as follows:

| <u>Unit Number</u> | <u>Percentage Interest</u> |
|--------------------|----------------------------|
| Unit 2: | 6.25% |
| Unit 3: | 9.375% |
| Unit 4: | 9.375% |
| Unit 5: | 6.25% |
| Unit 7: | 12.50% |
| Unit 8: | 6.25% |
| Unit 9: | 6.25% |
| Unit 10: | 6.25% |
| Unit 11: | 6.25% |
| Unit 12: | 6.25% |
| Unit 13: | 6.25% |
| Unit 14: | 6.25% |
| Unit 15: | 6.25% |
| <u>Unit 16:</u> | <u>6.25%</u> |
| Total | 100% |

B. As a result of this Restated Amendment, each Unit and its Owners shall have an undivided interest in common with all other Units and Unit Owners in the common and limited common elements of the Condominium equal to the percentage interest set forth above, and shall have voting rights equal to their respective percentage interest in matters relating to the Association. Subject to the terms of the Declaration, and expansion of the Condominium as described therein, each Unit Owner shall be liable for the common expenses and assessments according to their respective percentage interest in the common elements as described above.

C. Section 18(K)(1) of the Declaration is hereby deleted in its entirety and replaced with the following:

(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 Plat Addendum attached hereto as Exhibit B. Unit 2 has been granted a variance from Section 704.03(1)(B) of the Wood County Shoreland Zoning Ordinance to allow a zero lot line setback by the Wood County Board of Adjustment. A restriction to maintain a 20 foot setback from the residential structure constructed on Unit 2 will be recorded against the Expansion Area in the Village of Port Edwards for the lands adjacent to Unit 2 (north line of Unit 2 only). In addition, Unit 2 has been granted a variance from s. 3.01 of the Town of Saratoga Building Code to allow a zero lot line setback (north line of Unit 2 only). The residential structures to be constructed on Unit 2 shall not be restricted to the 75 foot setback to the ordinary high water mark as shown on the Plat Addendum. Compliance with the Wood County Shoreland Zoning Ordinance #704 is required.

D. The merger of two (2) or more adjoining Units into one Unit shall be permitted if done in accordance with Section 703.13(8) of the Wisconsin Statutes.

E. Despite the amendment to the Unit percentage interests set forth above, General Assessments for the community septic system shall be shared equally among the owners of Units 2 through 5 inclusive and 7 through 14 inclusive and 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. **Effective Date.** The effective date of this Restated 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 meaning as provided in the Declaration. Except as modified by this Restated Amendment, the Declaration remains in full force and effect and is hereby ratified and approved for all purposes.

IN WITNESS WHEREOF, this Restated Amendment has been executed as of the date first set forth above.

(Signatures appear on the next pages following)

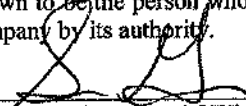
DECLARANT:

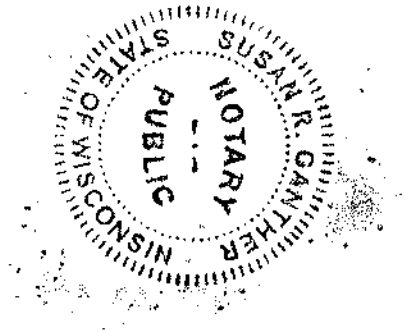
Great Northern Timber Company, LLC

By: 
Brad Pavloski, Member

STATE OF WISCONSIN)
) ss
COUNTY OF Juneau)

Personally came before me this 20 day of June, 2013, the above named Brad Pavloski 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.


Notary Public - State Of Wisconsin Susan R. Ganther
My commission expires: 2/26/17



UNIT 4 OWNER:

Jason Pfab
Jason Pfab

Vickie Pfab
Vickie Pfab

STATE OF Iowa)
)
COUNTY OF Delaware) ss

Personally came before me this 12 day of June, 2013, the above named Jason Pfab and Vickie Pfab, to me known to be the persons who executed and acknowledged the foregoing instrument as their individual acts.

Judy M Dunne
Notary Public - State Of Iowa
My commission expires: 10-21-2015



UNIT 6 and 7 OWNER:

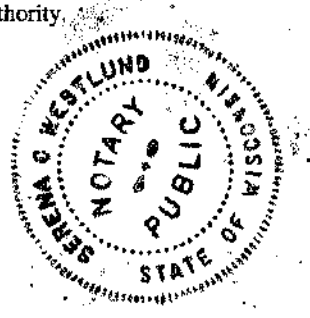
Mary M. Manor Trust Agreement dated
February 11, 2010

By: Mary M. Manor
Mary M. Manor Trustee

STATE OF WI)
) ss
COUNTY OF Dane)

Personally came before me this 8 day of June, 2013, the above named Mary Manor, as Trustee of the Mary M. Manor Trust Agreement dated February 11, 2010, to me known to be the person who executed and acknowledged the foregoing instrument as an act of the Trust by its authority.

Serena C. Westlund
Notary Public - State Of WI
My commission expires: 8/10/13
Serena C. Westlund



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

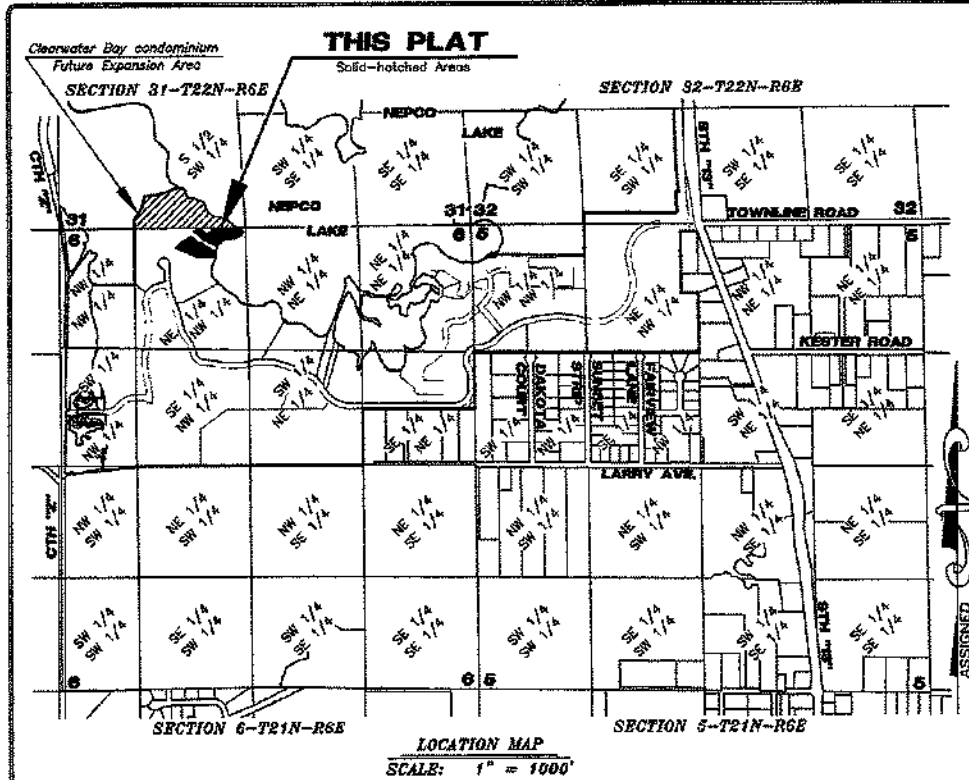
EXHIBIT A

LEGAL DESCRIPTION

Units 1 through 16 inclusive and Common Areas of Clearwater Bay Condominium as recorded in Volume 1 of Condominium Plats, Page 42 as Document number 2012R11085. Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2012R11084. Including Units 2, 3 and 4 of Clearwater Bay Condominium Addendum recorded in Volume 1 of Condominium Plats, Page 46 as Document number 2013R03819. First Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R03818. Located in the Northeast Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

EXHIBIT B

CONDOMINIUM PLAT ADDENDUM #2
(See Attached)



Volume _____ of Condominium Plats, Page _____

PREPARED BY:
Great Northern Timber Company LLC
P.O. Box 1022
Wisconsin Rapids, WI 54495-1027

COUNTY OF WOOD:

The County of Wood does hereby certify that this addendum to the Condominium Plat of Clearwater Bay, as and hereby is approved in compliance with the Wood County Shoreland Zoning Ordinance #70A and Chapter 701.04(5) of the Wood County Land Subdivision Ordinance #701.

Field Book: HL, Page: HL
Case No: C19041903 L&S

Date: _____ Plot Review Officer

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 Pawloski for Great Northern Timber Company, LLC, owner and agent to the 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.

Date: _____ Christopher J. Renner RLS 5-2441

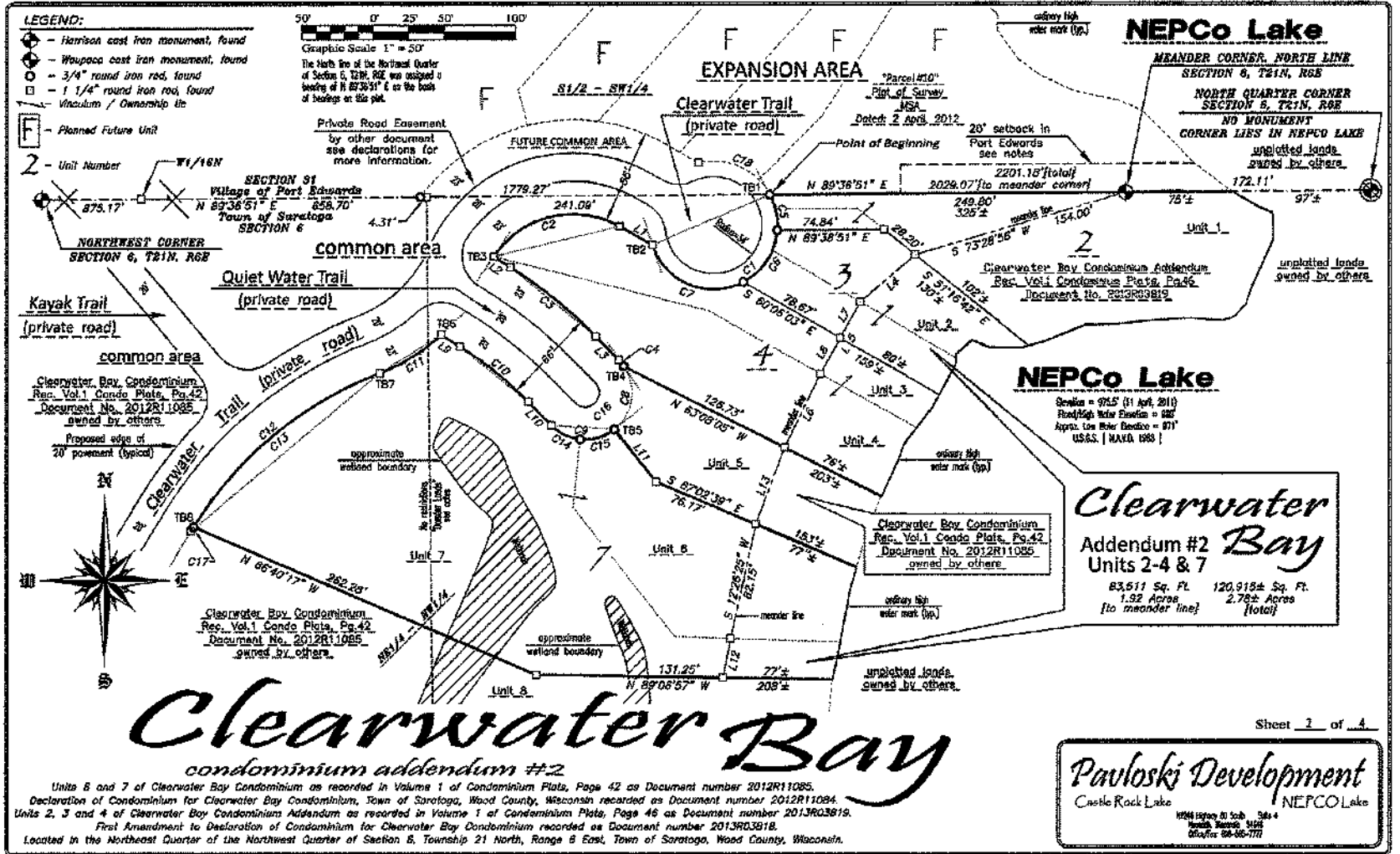
Sheet 1 of 4

Clearwater Bay

condominium addendum #2

Units 6 and 7 of Clearwater Bay Condominium as recorded in Volume 1 of Condominium Plats, Page 42 as Document number 2012R11085.
Declaration of Condominium for Clearwater Bay Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R11084.
Units 2, 3 and 4 of Clearwater Bay Condominium Addendum as recorded in Volume 1 of Condominium Plats, Page 45 as Document number 2013RD3819.
First Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013RD3818.
Located in the Northeast Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

Pawloski Development
Castle Rock Lake NEPCO Lake
8000 Highway 60 South, Suite 4
Plover, Wisconsin 54452
Office: 715-865-7177



LEGAL DESCRIPTION:

Units 6 and 7 of Clearwater Bay Condominium as recorded in Volume 1 of Condominium Plats, Page 42 as Document number 2012R11085, Declaration of Condominium for Clearwater Bay Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R11084. Units 2, 3 and 4 of Clearwater Bay Condominium Addendum recorded in Volume 1 of Condominium Plats, Page 46 as Document number 2013R03819, being Units 1-4 inclusive of said Clearwater Bay Condominium. First Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R03818. Located in the Northeast Quarter of the Northwest 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 1779.27 feet to the Northwest corner of Unit 2 of said Clearwater Bay Condominium Addendum and the POINT OF BEGINNING, thence continuing N 89°36'51" E along the North line of said Unit 2 a distance of 249.80 feet to a meander corner on the North line of the Northwest Quarter of said Section 6, thence S 49°14'17" W along said meander line a distance of 50.93 feet, thence S 29°10'39" W along said meander line a distance of 57.89 feet, thence S 20°37'03" W along said meander line a distance of 57.64 feet to a meander corner on the Southerly line of Unit 4 of said Clearwater Bay Condominium Addendum, thence S 20°32'48" W a distance of 57.49 feet to a meander corner on the Northerly line of Unit 6 of said Clearwater Bay Condominium, thence the following bearings and distances along Units 6 and 7 of said Clearwater Bay Condominium, S 12°26'25" W along a meander line of NEPCo Lake a distance of 22.15 feet, thence S 10°44'04" W along said meander line a distance of 27.96 feet, thence N 89°06'57" W a distance of 131.25 feet, thence N 66°40'17" W a distance of 262.26 feet to a non-tangent curve to the right which has a radius of 267.00 feet, a delta angle of 37°00'22" and a chord that bears N 50°24'00" E a distance of 169.47 feet, thence along the arc of said curve a distance of 172.46 feet to a curve to the left which has a radius of 153.00 feet, a delta angle of 22°07'50" and a chord that bears N 57°50'28" E a distance of 61.04 feet, thence along the arc of said curve a distance of 61.36 feet, thence S 57°35'18" E a distance of 15.76 feet to a curve to the right which has a radius of 267.00 feet, a delta angle of 13°18'05" and a chord that bears S 50°56'15.5" E a distance of 61.85 feet, thence along the arc of said curve a distance of 61.98 feet, thence S 44°17'13" E a distance of 23.12 feet to a curve to the left which has a radius of 33.00 feet, a delta angle of 84°14'33" and a chord that bears S 86°24'29.5" E a distance of 44.27 feet, thence along the arc of said curve a distance of 48.52 feet, thence S 38°31'46" E a distance of 47.21 feet, thence S 67°02'39" E a distance of 76.17 feet to a meander corner on the Northerly line of said Unit 6, thence N 20°32'48" E a distance of 57.49 feet to a meander corner on the Southerly line of Unit 4 of said Clearwater Bay Condominium Addendum, thence the following bearings and distances along Units 2, 3 and 4 of said Clearwater Bay Condominium Addendum, N 63°05'06" W a distance of 126.73 feet to a non-tangent curve to the left which has a radius of 33.00 feet, a delta angle of 09°52'42" and a chord that bears N 39°20'52" W a distance of 5.68 feet, thence along the arc of said curve a distance of 5.69 feet, thence N 44°17'13" W a distance of 23.12 feet to a curve to the left which has a radius of 333.00 feet, a delta angle of 13°18'05" and a chord that bears N 50°56'15.5" W a distance of 77.13 feet, thence along the arc of said curve a distance of 77.31 feet, thence N 67°35'18" W a distance of 14.07 feet to a non-tangent curve to the right which has a radius of 67.00 feet, a delta angle of 83°38'59" and a chord that bears N 78°35'02.9" E a distance of 61.09 feet, thence along the arc of said curve a distance of 100.16 feet, thence S 60°35'22" E a distance of 26.43 feet to a non-tangent curve to the left which has a radius of 45.00 feet, a delta angle of 190°42'56" and a chord that bears N 66°53'10.8" E a distance of 89.61 feet, thence along the arc of said curve a distance of 149.79 feet to the Northwest corner of said Unit 2 and the POINT OF BEGINNING. Including all lands lying between the Unit 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.

Clearwater Bay

condominium addendum #2

Units 6 and 7 of Clearwater Bay Condominium as recorded in Volume 1 of Condominium Plats, Page 42 as Document number 2012R11085.
Declaration of Condominium for Clearwater Bay Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R11084.
Units 2, 3 and 4 of Clearwater Bay Condominium Addendum as recorded in Volume 1 of Condominium Plats, Page 46 as Document number 2013R03819.
First Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R03818.
Located in the Northeast Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

Sheet 3 of 4

Pavloski Development
Castle Rock, Lake NEPCo Lake

NEPCo Volume 80 Sheet 1
Book 15, Page 184
(City) Fax: 608-968-1077

NOTES:

Clearwater 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 "Dormer Lands"

Clearwater Bay Condominium is subject to a recorded Declaration of Restrictions for NEPCO Lake Owner's Association, Inc., recorded as the following documents: Declaration - Document number 2012R09007 Amended and Restated - Document no. 2012R11083 2nd Amended and Restated - 2013R03108

Clearwater Bay Condominium is subject to a recorded Declaration of Condominium for Clearwater Bay Condominium, Town of Saratoga, Wood County, Wisconsin, recorded as the following documents: Declaration - Document number 2012R11084 Condominium Plat - Document number 2012R11085 First Amendment - Document number 2013R03818 Addendum - Document number 2013R03819

These units will be served by the designated private onsite wastewater treatment system area for Units 2-14 as shown on the Condominium Plat of Clearwater Bay.

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 Clearwater 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.

The setback associated with the wetlands, as shown hereon is to be 50' per NR 151.12 and allow for no Impervious surfaces. See NR 151 for more information.

Unit 2 has been granted a variance from s.704.03(1)(b) Wood County Shoreland Zoning Ordinance to allow a zero lot line setback by the Wood County Board of Adjustment. A restriction to maintain a 20' setback from the residential structure constructed on Unit 2 will be recorded against the expansion area in the Village of Port Edwards for the lands adjacent to Unit 2, as shown hereon (North line of Unit 2 only).

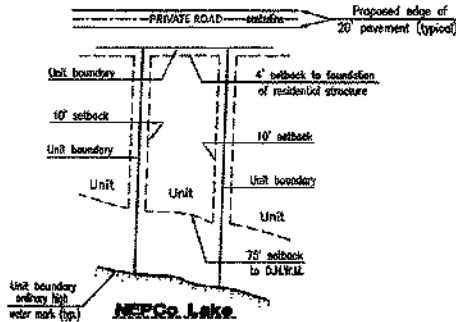
The Residential Structure constructed on Unit 2 shall not be restricted to the 75' setback to the O.H.W.L. as shown hereon. Compliance with the Wood County Shoreland Zoning Ordinance #704 is required.

Unit 2 has been granted a variance from s.301 Town of Saratoga Building Code to allow a zero lot line setback (North line of Unit 2 only).

The residential structure to be constructed on Unit 3 will observe the typical building envelopes and setbacks as shown hereon.

See Declarations for information regarding future expansion.

**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.

| Curve Data Table | | | | | |
|------------------|---------|-------------|-----------------|---------|---------|
| Number | Radius | Delta Angle | Chord Bearing | Chord | Length |
| C1 | 45.00' | 180°42'55" | N 86°53'10.5" E | 89.61' | 149.79' |
| C2 | 67.00' | 85°38'59" | N 76°35'08.5" E | 91.09' | 100.16' |
| C3 | 333.00' | 13°18'05" | N 50°56'15.5" W | 77.13' | 37.31' |
| C4 | 33.00' | 08°52'49" | N 38°20'52" W | 5.68' | 5.69' |
| C5 | 45.00' | 32°56'53" | S 11°59'50.5" E | 25.52' | 28.98' |
| C6 | 45.00' | 37°53'40" | S 33°25'26" W | 43.56' | 45.47' |
| C7 | 45.00' | 09°52'22" | N 67°41'33" W | 68.88' | 78.44' |
| C8 | 33.00' | 88°52'45" | S 08°31'51.5" W | 44.96' | 48.45' |
| C9 | 33.00' | 84°14'33" | S 96°24'29.5" E | 44.27' | 48.52' |
| C10 | 267.00' | 13°18'05" | S 50°56'15.5" E | 51.85' | 61.98' |
| C11 | 133.00' | 22°07'30" | N 57°50'26" E | 51.04' | 51.36' |
| C12 | 267.00' | 37°46'42" | S 50°00'50" W | 172.88' | 176.05' |
| C13 | 267.00' | 37°00'22" | N 80°24'00" E | 169.47' | 172.45' |
| C14 | 33.00' | 39°43'31" | N 64°08'58.5" W | 22.42' | 22.88' |
| C15 | 33.00' | 44°31'02" | S 73°43'45" W | 25.00' | 25.84' |
| C16 | 33.00' | 180°00'00" | S 48°42'47" W | 66.00' | 103.67' |
| C17 | 267.00' | 00°45'20" | S 31°30'39" W | 3.60' | 3.60' |
| C18 | 45.00' | 74°57'05" | S 65°56'49.5" E | 154.78' | 58.87' |

| Line Data Table | | |
|-----------------|---------------|----------|
| Number | Direction | Distance |
| L1 | S 80°35'22" E | 26.43' |
| L2 | N 57°35'18" W | 14.07' |
| L3 | N 44°17'13" W | 23.12' |
| L4 | S 49°14'17" W | 50.93' |
| L5 | S 29°10'39" W | 57.69' |
| L6 | S 25°37'03" W | 57.64' |
| L7 | S 28°10'39" W | 26.84' |
| L8 | S 28°10'39" W | 28.85' |
| L9 | S 57°35'18" E | 15.78' |
| L10 | S 44°17'13" E | 23.12' |
| L11 | S 38°31'46" E | 47.21' |
| L12 | S 10°44'04" W | 27.86' |
| L13 | S 20°32'48" W | 57.49' |

| Tangent Bearing Table | |
|-----------------------|---------------|
| Number | Bearing |
| TB1 | N 28°28'17" W |
| TB2 | N 17°45'22" W |
| TB3 | N 33°45'39" E |
| TB4 | S 34°24'31" E |
| TB5 | S 81°28'14" W |
| TB6 | N 46°48'41" E |
| TB7 | N 65°54'11" E |
| TB8 | N 31°53'49" E |

| Unit Area Table | | |
|-----------------|--------------------------|--------------------------|
| Number | Area to Meander Line | Total Area |
| Unit 2 | 5810 Sq. Ft. 0.13 Acres | 7388 Sq. Ft. 0.54 Acres |
| Unit 3 | 3736 Sq. Ft. 0.08 Acres | 11175 Sq. Ft. 0.26 Acres |
| Unit 4 | 17261 Sq. Ft. 0.40 Acres | 24025 Sq. Ft. 0.55 Acres |
| Unit 7 | 56835 Sq. Ft. 1.28 Acres | 61023 Sq. Ft. 1.43 Acres |

Clearwater Bay

condominium addendum #2

Units 6 and 7 of Clearwater Bay Condominium as recorded in Volume 1 of Condominium Plats, Page 42 as Document number 2012R11085.
Declaration of Condominium for Clearwater Bay Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R11084.
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First Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R03818.
Located in the Northeast Quarter of the Northwest Quarter of Section 8, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

Sheet 4 of 4

Pavloski Development
Castle Rock Lake NEPCO Lake

8184 Highway 10 South, Suite 4
Pavloski, Wisconsin 54881
Clearwater Bay Addendum #2

SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR
CLEARWATER BAY CONDOMINIUM



* 2 0 1 3 R 1 0 2 4 9 *

Document Number

Title of Document

2013R10249

SUSAN E. GINTER
WOOD COUNTY
REGISTER OF DEEDS
RECORDED ON

10/17/2013 01:04PM

REC FEE: 30.00

EXEMPT #: N/A

PAGES: 17

Record this document with the Register of Deeds

Name and Return Address:

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

30.00P

(Parcel Identification Number)

**SECOND AMENDMENT TO CONDOMINIUM DECLARATION
OF
CLEARWATER BAY CONDOMINIUM**

THIS SECOND AMENDMENT TO CONDOMINIUM DECLARATION OF CLEARWATER BAY CONDOMINIUM is made this 17th day of October, 2013 pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") and pursuant to Section 8 of the Declaration.

WITNESSETH:

WHEREAS, Clearwater Bay Condominium ("Condominium") is a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin; and

WHEREAS, the Condominium was established pursuant to the Declaration of Clearwater Bay Condominium, recorded on October 16, 2012 in the Office of the Register of Deeds for Wood County, Wisconsin as Document No. 2012R11084, and amended by the Amended and Restated First Amendment to Declaration recorded on June 28, 2013 as Document No. 2013R06566 ("Declaration"); and

WHEREAS, Great Northern Timber Company, LLC, is the Declarant under the terms of the Declaration and is the owner of the property described on Exhibit A attached hereto, and desires to add said property (the "Expansion Property") to the Condominium under the condition that the Declarant shall continue to own the Units located therein until such time as the Declarant sells such Units to third parties in Declarant's sole discretion;

WHEREAS, pursuant to Chapter 703 and Section 8 of the Declaration, the Declarant agrees to add the Expansion Property to the Condominium all under the terms as described below, and expanding the boundaries of Unit 2; and

WHEREAS, attached hereto as Exhibit C is the legal description of the Expansion Property and the expanded boundaries of Unit 2 of the Condominium.

NOW, THEREFORE, in consideration of the terms and conditions hereof, the parties hereto agree to amend the Declaration under the terms hereof as follows:

1. STATEMENT OF DECLARATION.

The purpose of this Amendment is to expand the Condominium by adding such additional land as described on Exhibit A to the condominium form of ownership as part of Clearwater Bay Condominium as provided below, and expanding the boundaries of Unit 2 as shown on Exhibit B.

The Declarant hereby declares that it is the owner of the real property described in Exhibit A and as shown on the Addendum #3 to Clearwater Bay Condominium Plat attached hereto as Exhibit B, which are submitted to the condominium form of ownership as part of Clearwater Bay Condominium as provided for in the Declaration, and which Expansion Property shall be conveyed, devised, leased, encumbered, used, improved and in all respects subject to the provisions, terms, conditions, covenants, restrictions, easements of the Declaration. All provisions hereof and the Declaration shall be deemed to run with the land described herein and shall constitute benefits and burdens to the Declarant, its successors, assigns, and to all parties hereafter having an interest in the Expansion Property.

2. PROPERTY DESCRIPTION.

The real estate described on Exhibit A and described in Addendum #3 to the Condominium Plat of Clearwater Bay Condominium attached hereto as Exhibit B, are hereby annexed to Clearwater Bay Condominium and are subject to the provisions of the Declaration. The land condominium Units on the Expansion Property are depicted in Addendum #3 to Condominium Plat. The Unit designations, location, perimeter boundaries are as shown on Addendum #3 to the Condominium Plat.

3. EFFECT OF THE AMENDMENT.

Pursuant to the Amended and Restated First Amendment to the Declaration, fourteen (14) residential land condominium Units were declared. By this Amendment to the Declaration and as depicted herein the number of land condominium Units to be added is twelve (12) which are shown on Addendum #3 to the Condominium Plat. All provisions, restrictions, covenants, terms and conditions of the Declaration, the Articles of Incorporation, and By-Laws of Clearwater Bay Condominium Owner's Association, Inc., and such restrictions, rules and regulations as may be promulgated thereunder shall be applicable to the Expansion Property and Units hereby annexed to Clearwater Bay Condominium.

By reason of this Amendment and the addition of twelve (12) residential land condominium Units to Clearwater Bay Condominium, as of the effective date the original Declaration is amended in the following respects:

3.1 Number.

There are total of twenty-six (26) residential land condominium Units declared in Clearwater Bay Condominium.

3.2 Percentage of Interest and Voting.

Pursuant to Section 8(C) of the Declaration, The Unit Owners undivided percentage interest in the Common Elements appurtenant to each Unit, and the vote of each Unit at meetings of the Association is hereby amended as follows:

| <u>Unit Number</u> | <u>Percentage Interest</u> |
|--------------------|----------------------------|
| Unit 2: | 3.7% |
| Unit 3: | 5.6% |
| Unit 4: | 5.6% |
| Unit 5: | 3.7% |
| Unit 7: | 7.4% |
| Unit 8: | 3.7% |
| Unit 9: | 3.7% |
| Unit 10: | 3.7% |
| Unit 11: | 3.7% |
| Unit 12: | 3.7% |
| Unit 13: | 3.7% |
| Unit 14: | 3.7% |
| Unit 15: | 3.7% |
| Unit 16: | 3.7% |
| Unit 17: | 3.7% |
| Unit 18: | 3.7% |
| Unit 19: | 3.7% |
| Unit 20: | 3.7% |
| Unit 21: | 3.7% |
| Unit 22: | 3.7% |
| Unit 23: | 3.7% |
| Unit 24: | 3.7% |
| Unit 25: | 3.7% |
| Unit 26: | 3.7% |
| Unit 27: | 3.7% |
| Total | 100% |

As a result of this Second Amendment, each Unit and its Owners shall have an undivided interest in common with all other Units and Unit Owners in the common and limited common elements of the Condominium equal to the percentage interest set forth above, and shall have voting rights equal to their respective percentage interest in matters relating to the Association. Subject to the terms of the Declaration, and expansion of the Condominium as described therein, each Unit Owner shall be liable for the common expenses and assessments according to their respective percentage interest in the common elements as described above.

4. AMENDMENT.

The Condominium Plat for Clearwater Bay Condominium is hereby amended by adding Addendum #3 to Clearwater Bay Condominium Plat in the form attached hereto as Exhibit B and recorded herewith in the Condominium Plat records of Wood County.

5. EASEMENTS.

Declarant expressly declares, reserves, and excepts access, development, construction and utility easements across the lands which are described herein for the benefit of and as are necessary for the development and use of the real estate which is shown as Expansion Property, and any other lands adjoining such lands owned or hereafter owned by the Declarant or any of its affiliates, and their respective successors or assigns. Included in this reservation are easements for purposes of access and rights-of-way across the property described in Exhibit A herein for the benefit of such lands described in Exhibit A and as may be necessary in connection with development, construction and sale of said lands, whether or not the land in which the easements exist is ultimately annexed to Clearwater Bay Condominium. Each Unit owner, by acceptance of the deed of conveyance to any Unit, shall be deemed to grant to the Declarant its successors or assigns, an irrevocable Power of Attorney, coupled with an interest to execute and record all documents and legal instruments necessary to implement the provisions and intent of this paragraph. The easements herein reserved shall be continuing covenants running with the land mentioned hereto, and shall become effective upon the first conveyance of all or any part of the condominium property mentioned herein by the Declarant, provided such conveyance is pursuant and subject to the Chapter 703 of the Wisconsin Statutes.

6. PROTECTIVE COVENANTS AND RESTRICTIONS.

Section 18 of the Declaration is hereby amended as follows with respect to the expansion Units (Units 1-2, and 17-27 inclusive):

The owner of Unit 1 is prohibited from constructing a residential structure for human habitation on Unit 1. Declarant has the right to construct an outbuilding or garage on Unit 1. Unit 1 and its owner shall not have an undivided interest in the common and limited common elements of the Condominium, and shall not have voting rights in matters relating to the Association. Unit 1 and its owner shall not be liable for any common area expenses or any assessments levied by the Association, provided, however, if Unit 1 owner at any time connects to the community septic system, the Unit 1 owner shall pay its pro rata share of the general and special assessments associated with the community septic system. Unit 1 may only be used for recreational purposes such as fishing, swimming, picnicking, boating, placement of piers, restrooms, gazebos, storage buildings, and other similar amenities.

The former Unit 1 has been renumbered as Unit 2 pursuant to the Amended and Restated First Amendment to Declaration recorded on June 28, 2013 as Document No. 2013R06566. The Declarant reserved the right to expand the former Unit 1 (now Unit 2) in Section 8(B) of the Declaration, and hereby expands the boundaries of Unit 2 as shown on Addendum #3 to the Condominium Plat attached hereto as Exhibit B. Unit 2 shall be served by the designated private onsite wastewater treatment system area for Units 2-14 as shown on the Condominium Plat recorded as Document No. 2012R11085. Unit 2 has been granted a variance from Section 704.03(1)(B) Wood County Shoreland Zoning Ordinance to allow a zero lot line setback by the Wood County board of Adjustment. The variance applies to the portion of Unit 2 within the Town of Saratoga and is applicable only adjacent to the south side of the North line of Section 6. Unit 2 has further been granted a variance from Section 3.01 of the Town of Saratoga Building

Code to allow a zero lot line setback. The variance applies to the portion of Unit 2 within the Town of Saratoga and is applicable only adjacent to the south side of the North line of Section 6. The restriction requiring a 20 foot setback from the residential structure on the former Unit 1 (now Unit 2) as set forth in Section 18(K)(2) of the Declaration is hereby deleted. The residential structure located on Unit 2 shall not be restricted to the 75 foot setback to the ordinary high water mark of Nepco Lake as shown on Addendum #3 of the Condominium Plat. Compliance with the Wood County Shoreland Zoning Ordinance #704 is required for the portion of Unit 2 within Section 6 of the Town of Saratoga.

Units 17 through 27 shall be served by the designated private onsite wastewater treatment system area for Unit 1 and Planned Future Units as shown on the Condominium Plat of Clearwater Bay recorded as Document No. 2012R11085.

Unit 1, Units 17 through 27 inclusive, and that portion of Unit 2 within Section 31 are subject to the Village of Port Edwards Zoning Ordinances and Building Code as amended from time to time. Unit 1, Units 17 through 27 inclusive and the portion of Unit 2 within Section 31 are not subject to the Wood County Shoreland Zoning Ordinance.

The following provision in Section 18(K)(2) of the Declaration is not applicable to Unit 1, Units 17 through 27 inclusive, and that portion of Unit 2 within Section 31: "Each Unit within the 300 foot setback of NEPCO Lake is limited to a maximum of 5000 square feet of impervious surface." All provisions in Section 18(K)(4) related to the Wood County Shoreland Zoning Ordinance are not applicable to Unit 1, Units 17 through 27 inclusive, and that portion of Unit 2 within Section 31.

The Declarant and 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 and pursuant to Section 703.13(8) of the Wisconsin Statutes.

The Private Road Easement, as shown on Addendum #3 to the Condominium Plat attached hereto as Exhibit B is granted by the Declarant to the owner of the adjoining lands in perpetuity for ingress and egress through all private roads within Clearwater Bay Condominium.

The Declarant hereby discloses that the Expansion Property as described on Exhibit A is subject to a boundary agreement entered into between the Village of Port Edwards and the Town of Saratoga ("the Agreement"), which shall commence on January 1, 2014 and terminate 10 years thereafter on December 31, 2023. During the term of the Agreement, the Units will be located in the Town of Saratoga and will be subject to the terms and conditions of the Agreement which specifies the responsibilities and jurisdiction of each municipality in areas such as zoning, subdivision, land use regulations, municipal services, and property taxes and special assessments. Upon the expiration of the Agreement, the Units will be located in the Village of Port Edwards and will be subject to the jurisdictional authority of the Village of Port Edwards. Each Unit Owner will be provided a copy of the Agreement and understands that each Unit will be impacted by the terms and conditions of the Agreement. Each Unit Owner understands that it is their responsibility to satisfy himself or herself of the impact of the Agreement on the Unit prior to the time of purchasing a Unit. Each Unit Owner agrees to hold Declarant, Pavloski

Development, LLC, Great Northern Timber Company, LLC, and all affiliates of Declarant, and their members harmless from and against any and all liability related to the impact of the Agreement on the Units or the Unit Owners.

The following provision shall be added to the end of Section 18(AA) of the Declaration:

In order to preserve and protect any wetlands located within the Condominium to the greatest extent possible, no construction, land disturbing, grading, or filling activities may occur within the wetland boundaries as depicted on the Plat. During all construction and land disturbing activities, the Owners of Unit 1, Units 17 through 27 inclusive and that portion of Unit 2 within Section 31 shall comply with all appropriate regulations promulgated by the Village of Port Edwards and any other administrative agency or governmental body having jurisdiction over the Condominium and the wetlands.

The following provision shall be added to the end of Section 18(CC) of the Declaration:

Declarant and any Unit 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 Village of Port Edwards to enforce any zoning codes, ordinances, regulations or other requirements which may be identical or similar to the requirements of this Declaration.

7. EFFECT.

The effective date of this Amendment shall be the date it is recorded in the Office of the Register of Deeds for Wood County, Wisconsin. Except as specifically modified herein, the terms and conditions of the Declaration shall remain in full force and effect.

8. CERTIFICATION.

The undersigned Member of the Declarant hereby certifies and attests by his signature affixed to this Amendment to Declaration of Clearwater Bay Condominium, that in accordance with the terms set forth in the Declaration and Chapter 703 of Wisconsin Statutes, the Member has complied with all requirements to effectuate this Amendment.

IN WITNESS WHEREOF, this Amendment has been executed by the duly authorized Member of the Declarant as of the day, month and year first above written.

GREAT NORTHERN TIMBER COMPANY, LLC

By: *Patrick Pavloski*
Patrick Pavloski, Member

STATE OF WISCONSIN)
)SS
Juneau COUNTY)

Personally came before me this 17th day of October, 2013, the above named Patrick Pavloski 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.

Debra A Slye 10-17-13
Debra A Slye
Notary Public - State Of Wisconsin
My commission expires: 2-26-17



This instrument was drafted by:

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

**EXHIBIT A
LEGAL DESCRIPTION OF EXPANSION PROPERTY**

Part of the South Half of the Southwest Quarter of Section 31, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin, more particularly described as follows;

Commencing at the Southwest corner of said Section 31, thence N 89°36'51" E along the South line of the South Half of the Southwest Quarter of said Section 31 a distance of 875.17 feet to the Northwest corner of Clearwater Bay Condominium and the POINT OF BEGINNING, thence N 00°23'09" W a distance of 113.89 feet, thence N 33°45'22" E a distance of 157.55 feet, thence N 16°26'22" E a distance of 148.63 feet, thence N 85°35'03" E a distance of 106.84 feet, thence N 80°32'23" E a distance of 78.27 feet, thence N 71°25'07" E a distance of 108.74 feet, thence N 66°13'00" E a distance of 104.21 feet to a meander line of NEPCo Lake, thence the following bearings and distances along said meander line, S 83°33'18" E a distance of 13.90 feet, thence S 27°03'48" E a distance of 65.12 feet, thence S 33°18'37" E a distance of 62.62 feet, thence S 35°07'42" E a distance of 62.06 feet, thence S 81°21'57" E a distance of 102.12 feet, thence S 80°50'02" E a distance of 80.68 feet, thence S 12°40'49" E a distance of 117.35 feet, thence S 47°05'47" E a distance of 58.54 feet, thence S 56°16'54" E a distance of 59.15 feet, thence S 74°27'22" E a distance of 74.89 feet, thence S 69°22'39" E a distance of 195.29 feet to a meander corner on the South line of the South Half of the Southwest Quarter of said Section 31, thence departing from said meander line, S 89°36'51" W along said South line a distance of 1153.90 feet to the Northwest corner of Clearwater Bay Condominium 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.

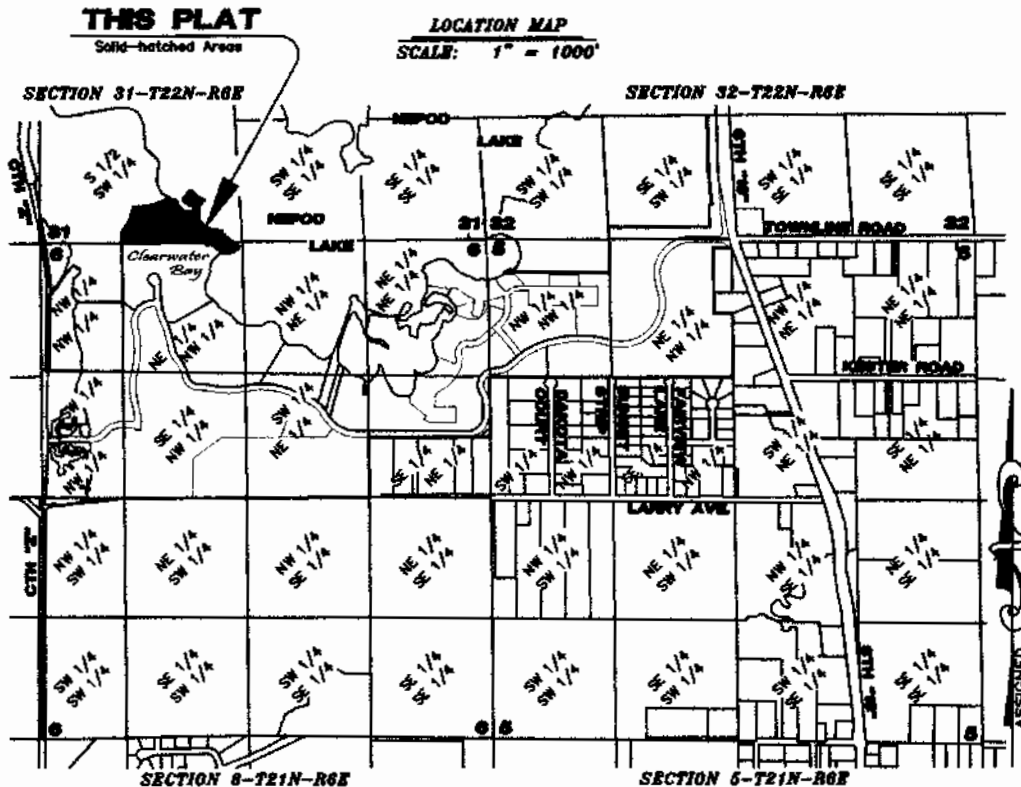
EXHIBIT B
ADDENDUM #3 TO CONDOMINIUM PLAT

(See attached)

Clearwater Bay

condominium addendum #3

Part of the South Half of the Southwest Quarter of Section 31, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin and part of the Northeast Quarter of the Northwest Quarter of Section 5, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin including Unit 2 of Clearwater Bay Condominium Addendum #2 as recorded in Volume 1 of Condominium Plats, Page 47 as Document number 2013R06567. Declaration of Condominium for Clearwater Bay Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R11084. Clearwater Bay Condominium recorded in Volume 1 of Condominium Plats, Page 42 as Document number 2012R11085. Amended and Revisited First Amendment to Declaration and Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R06568.



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, Chapter 17 of the Municipal Code of the Village of Port Edwards 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 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.

Date: _____
 Christopher J. Renner RLS 5-2441

Pawloski Development
 Castle Rock Lake NEPCO Lake
1000 Highway 20 South, Suite 4
 Saratoga, Wisconsin 54982
 920/267-7111

COUNTY OF WOOD:

The County of Wood does hereby certify that this addendum to 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

Volume _____ of Condominium Plats, Page _____

Call the Surveyor's Office
 Field Book File Page File

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

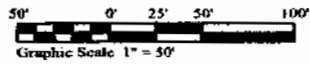
Clearwater Bay

condominium addendum #3

Part of the South Half of the Southwest Quarter of Section 31, Township 22 North, Range 8 East, Village of Port Edwards, Wood County, Wisconsin and part of the Northeast Quarter of the Northwest Quarter of Section 8, Township 21 North, Range 8 East, Town of Saratoga, Wood County, Wisconsin including Unit 2 of Clearwater Bay Condominium Addendum #2 as recorded in Volume 1 of Condominium Plats, Page 47 as Document number 2013R06567. Declaration of Condominium for Clearwater Bay Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R11084. Clearwater Bay Condominium recorded in Volume 1 of Condominium Plats, Page 42 as Document number 2012R11085. Amended and Restated First Amendment to Declaration and Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R06568.

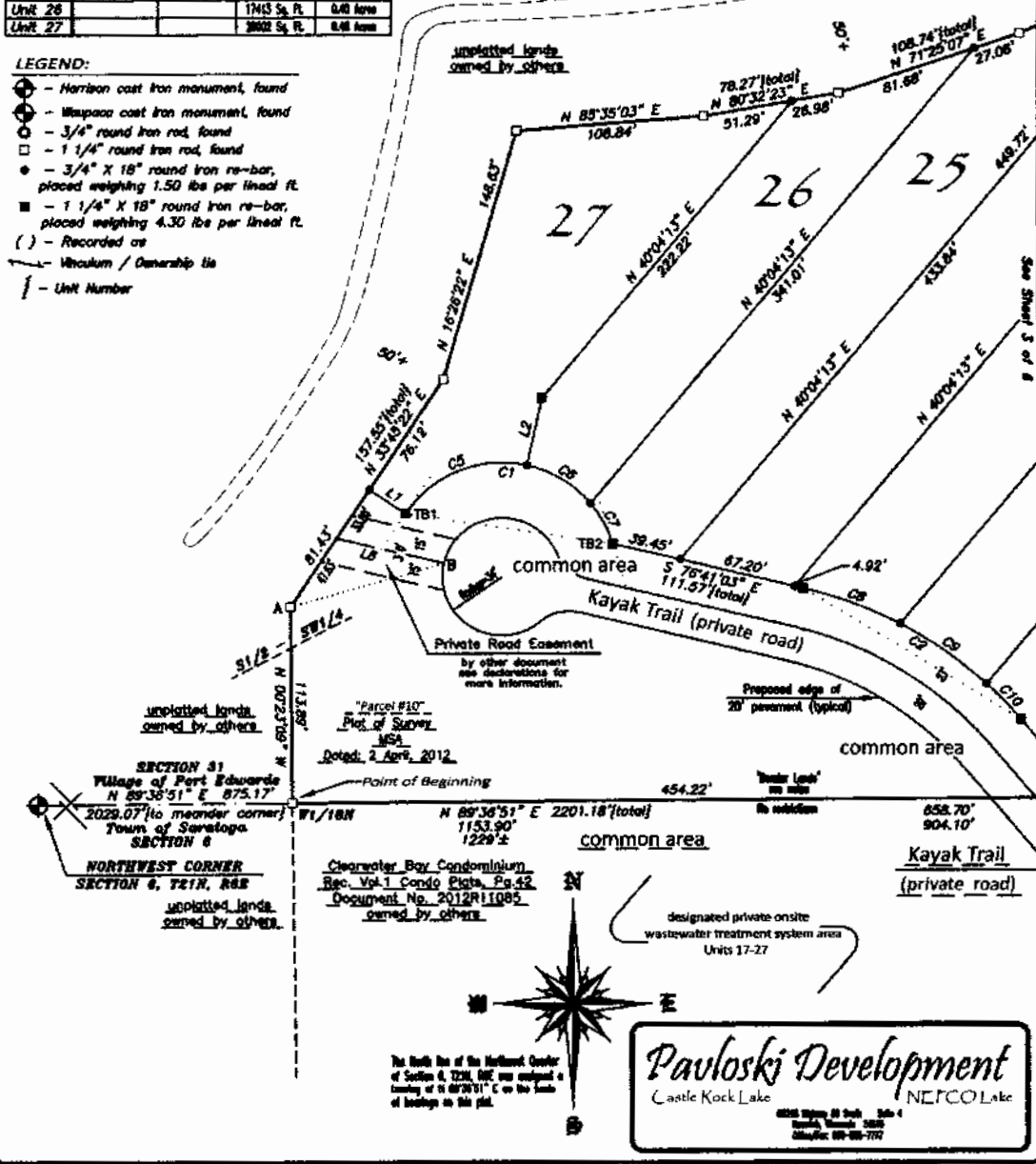
| Unit Area Table | | | |
|-----------------|------------------------|-------------------------|--|
| Number | Area to Meander Line | Total Area: | |
| Unit 1 | 2588 Sq. Ft. 0.59 Acre | 5888 Sq. Ft. 1.37 Acre | |
| Unit 2 | 1576 Sq. Ft. 0.36 Acre | 4823 Sq. Ft. 1.05 Acre | |
| Unit 17 | 3073 Sq. Ft. 0.72 Acre | 11873 Sq. Ft. 0.28 Acre | |
| Unit 18 | 3180 Sq. Ft. 0.72 Acre | 9716 Sq. Ft. 0.22 Acre | |
| Unit 19 | 8815 Sq. Ft. 0.20 Acre | 11488 Sq. Ft. 0.26 Acre | |
| Unit 20 | 3343 Sq. Ft. 0.77 Acre | 4982 Sq. Ft. 0.92 Acre | |
| Unit 21 | 3479 Sq. Ft. 0.80 Acre | 30111 Sq. Ft. 0.69 Acre | |
| Unit 22 | 1988 Sq. Ft. 0.45 Acre | 24177 Sq. Ft. 0.56 Acre | |
| Unit 23 | 2141 Sq. Ft. 0.49 Acre | 28571 Sq. Ft. 0.66 Acre | |
| Unit 24 | 2624 Sq. Ft. 0.60 Acre | 7748 Sq. Ft. 0.18 Acre | |
| Unit 25 | | 2363 Sq. Ft. 0.55 Acre | |
| Unit 26 | | 1743 Sq. Ft. 0.40 Acre | |
| Unit 27 | | 2802 Sq. Ft. 0.64 Acre | |

| Line Data Table | | |
|-----------------|---------------|----------|
| Number | Direction | Distance |
| L1 | S 56°14'38" E | 24.70' |
| L2 | N 12°38'59" E | 39.39' |
| L3 | N 89°38'51" E | 27.84' |
| L4 | N 13°58'17" W | 25.85' |
| L5 | S 60°35'22" E | 28.43' |
| L6 | N 83°08'16" E | 33.99' |
| L7 | S 83°33'18" E | 73.90' |
| L8 | N 76°41'03" W | 62.80' |
| A-B | S 73°59'11" W | 91.11' |



LEGEND:

- ⊕ - Harrison cast iron monument, found
- ⊙ - Waupeca cast iron monument, found
- - 3/4" round iron rod, found
- - 1 1/4" round iron rod, found
- - 3/4" X 18" round iron re-bar, placed weighing 1.50 lbs per lineal ft.
- - 1 1/4" X 18" round iron re-bar, placed weighing 4.30 lbs per lineal ft.
- () - Recorded as
- - - - - Vicinity / Ownership tie
- | - Unit Number



Pavloski Development
 Castle Rock Lake
 NIPCOLake

4000 Highway 88 South, Suite 1
 Kaukauna, Wisconsin 54909
 Office: 920-260-7777

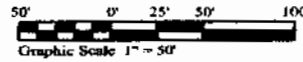
The South line of the Northeast Quarter of Section 8, T22N, R8E, was surveyed & located by R 60°20'11" E on the line of bearings on this plat.

Clearwater Bay

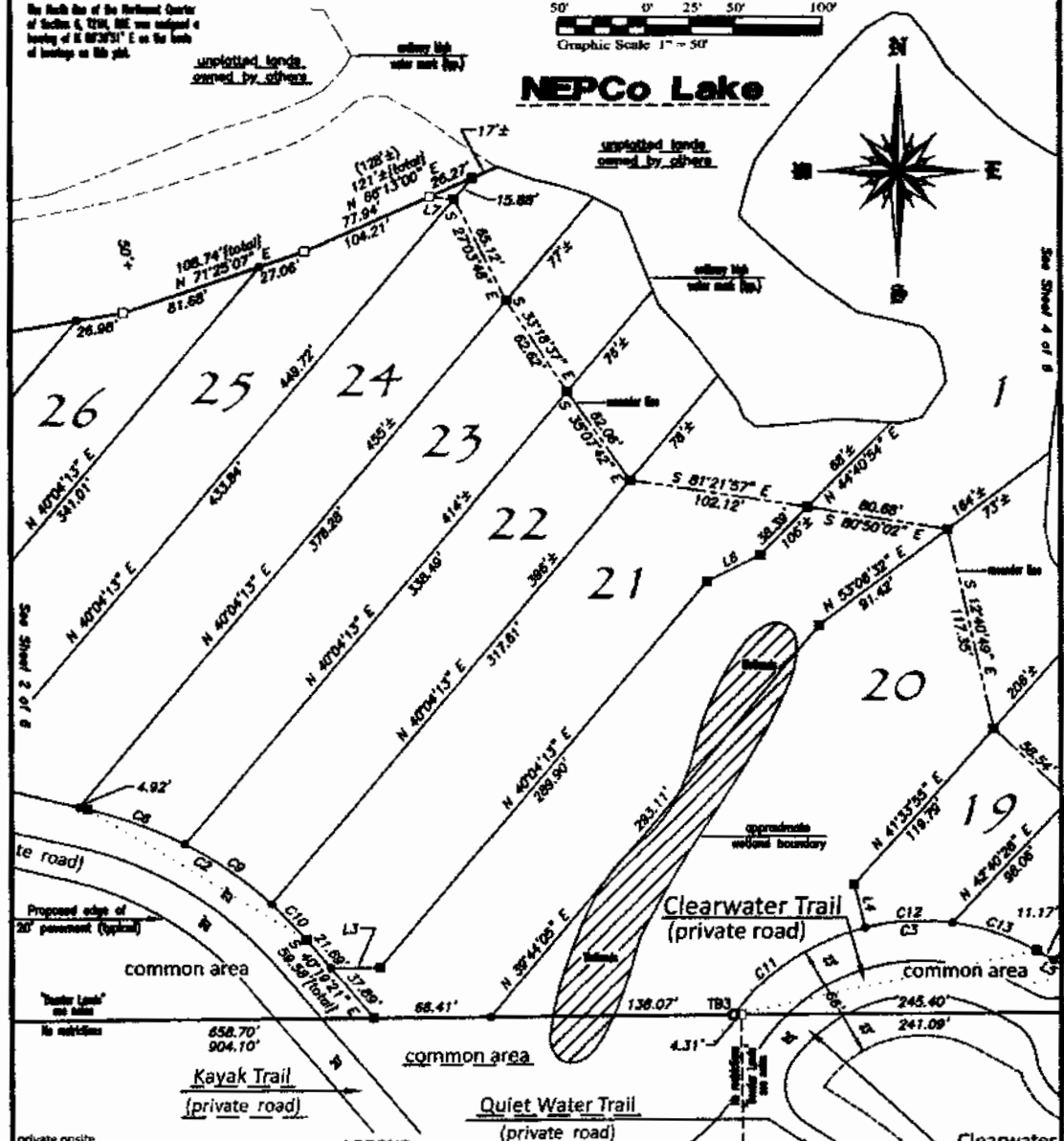
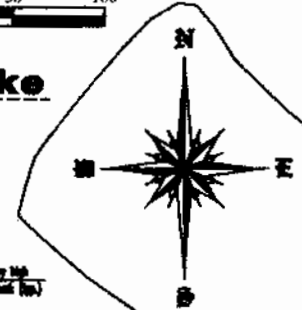
condominium addendum #3

Part of the South Half of the Southwest Quarter of Section 31, Township 22 North, Range 8 East, Village of Port Edwards, Wood County, Wisconsin and part of the Northeast Quarter of the Northwest Quarter of Section 8, Township 21 North, Range 8 East, Town of Saratoga, Wood County, Wisconsin including Unit 2 of Clearwater Bay Condominium Addendum #2 as recorded in Volume 1 of Condominium Plats, Page 47 as Document number 2013R06567. Declaration of Condominium for Clearwater Bay Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R11064. Clearwater Bay Condominium recorded in Volume 1 of Condominium Plats, Page 42 as Document number 2012R11063. Amended and Restated First Amendment to Declaration and Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R06566.

The South Half of the Northwest Quarter of Section 8, T21N, R8E, was surveyed & located by R 88°30'51" E on the basis of bearings on this plat.



NEPCo Lake



- LEGEND:**
- ◆ - Harrison cast iron monument, found
 - ◇ - Waupesa cast iron monument, found
 - - 3/4" round iron rod, found
 - - 1 1/4" round iron rod, found
 - - 3/4" x 18" round iron re-bar, placed weighing 1.50 lbs per lined ft.
 - - 1 1/4" x 18" round iron re-bar, placed weighing 4.30 lbs per lined ft.
 - () - Resurveyed as
 - Vinculum / Ownership tie
 - 1 - Unit Number

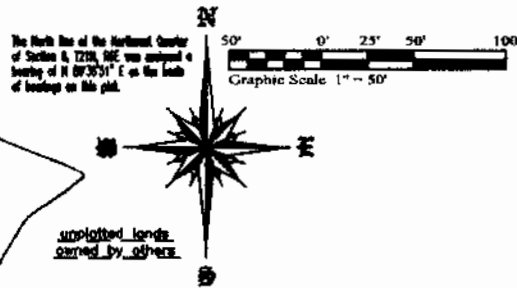
Pavloski Development
 Castle Rock Lake NEPCo Lake
 2024 Highway 20 South, Suite 1
 Port Edwards, WI 54652
 Telephone: 920-221-7777

private onsite
 ament system area
 17-27

Clearwater Bay

condominium addendum #3

Part of the South Half of the Southwest Quarter of Section 31, Township 22 North, Range 8 East, Village of Port Edwards, Wood County, Wisconsin and part of the Northeast Quarter of the Northwest Quarter of Section 8, Township 21 North, Range 8 East, Town of Saratoga, Wood County, Wisconsin including Unit 2 of Clearwater Bay Condominium Addendum #2 as recorded in Volume 1 of Condominium Plats, Page 47 as Document number 2013R06567. Declaration of Condominium for Clearwater Bay Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R11084. Clearwater Bay Condominium recorded in Volume 1 of Condominium Plats, Page 42 as Document number 2012R11085. Amended and Restated First Amendment to Declaration and Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R06568.



The North line of the Northwest Quarter of Section 8, T21N, R8E was assigned a bearing of N 89°36'51" E as the basis of bearings on this plat.

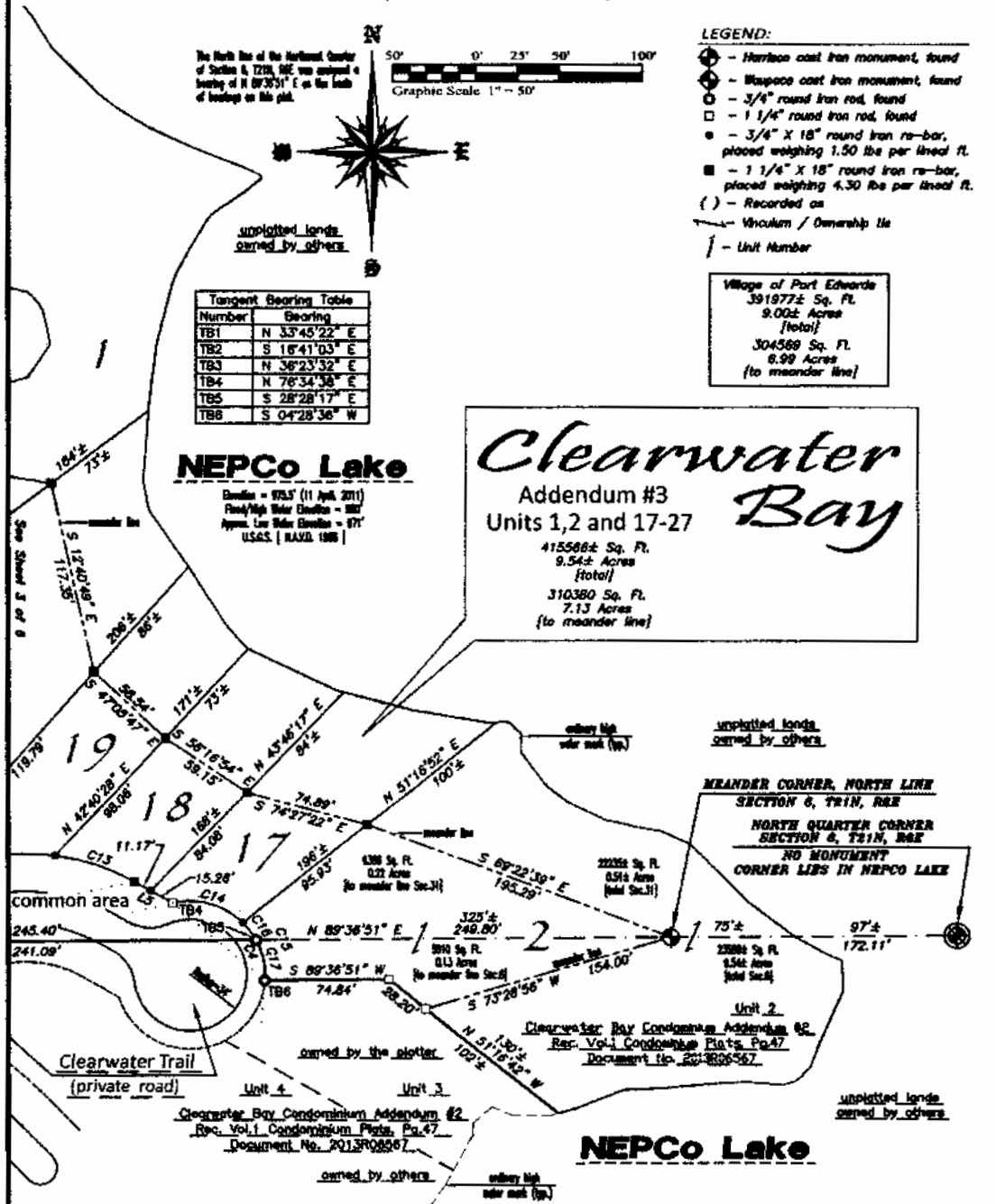
| Number | Bearing |
|--------|---------------|
| TB1 | N 35°45'22" E |
| TB2 | S 16°41'03" E |
| TB3 | N 36°23'32" E |
| TB4 | N 76°34'38" E |
| TB5 | S 28°28'17" E |
| TB6 | S 04°28'36" W |

- LEGEND:**
- ⊕ - Horseshoe cast iron monument, found
 - ⊙ - Waspnose cast iron monument, found
 - - 3/4" round iron rod, found
 - - 1 1/4" round iron rod, found
 - - 3/4" X 18" round iron re-bar, placed weighing 1.50 lbs per lineal ft.
 - - 1 1/4" X 18" round iron re-bar, placed weighing 4.30 lbs per lineal ft.
 - () - Recorded as
 - Vicinity / Ownership tie
 - | - Unit Number

Village of Port Edwards
391877± Sq. Ft.
9.00± Acres
[total]
304589 Sq. Ft.
6.99 Acres
[to meander line]

NEPCo Lake
Elevation = 675.3' (11 April, 2011)
Flood/High Water Elevation = 682'
Approx. Low Water Elevation = 671'
USGS [NAVD 1988]

Clearwater Bay
Addendum #3
Units 1,2 and 17-27
415566± Sq. Ft.
9.54± Acres
[total]
310380 Sq. Ft.
7.13 Acres
[to meander line]



MEANDER CORNER, NORTH LINE SECTION 6, T21N, R8E
NORTH QUARTER CORNER SECTION 8, T21N, R8E
NO MONUMENT CORNER LIES IN NEPCO LAKE

NEPCo Lake

Pavloski Development
Castle Rock Lake NEPCo Lake
2025 Square of Earth - Job #1
South, Wisconsin 53090
City/Phone 262-661-7177

Clearwater Bay

condominium addendum #3

Part of the South Half of the Southwest Quarter of Section 31, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin and part of the Northeast Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin including Unit 2 of Clearwater Bay Condominium Addendum #2 as recorded in Volume 1 of Condominium Plats, Page 47 as Document number 2013R06567. Declaration of Condominium for Clearwater Bay Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R11084. Clearwater Bay Condominium recorded in Volume 1 of Condominium Plats, Page 42 as Document number 2012R11083. Amended and Restated First Amendment to Declaration and Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R06566.

LEGAL DESCRIPTION:

Part of the South Half of the Southwest Quarter of Section 31, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin and part of the Northeast Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin including Unit 2 of Clearwater Bay Condominium Addendum #2 as recorded in Volume 1 of Condominium Plats, Page 47 as Document number 2013R06567. Declaration of Condominium for Clearwater Bay Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R11084. Clearwater Bay Condominium recorded in Volume 1 of Condominium Plats, Page 42 as Document number 2012R11083. Amended and restated First Amendment to Declaration and Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R06566, 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 875.17 feet to the Northwest corner of Clearwater Bay Condominium and the POINT OF BEGINNING, thence N 00°23'09" W a distance of 113.80 feet, thence N 33°45'22" E a distance of 157.55 feet, thence N 16°28'22" E a distance of 148.63 feet, thence N 85°35'03" E a distance of 106.84 feet, thence N 80°32'23" E a distance of 78.27 feet, thence N 71°25'07" E a distance of 108.74 feet, thence N 66°13'00" E a distance of 104.21 feet to a meander line of NEPCo Lake, thence the following bearings and distances along said meander line, S 83°33'18" E a distance of 13.90 feet, thence S 27°03'48" E a distance of 85.12 feet, thence S 33°18'37" E a distance of 62.62 feet, thence S 35°07'42" E a distance of 62.06 feet, thence S 81°21'57" E a distance of 102.12 feet, thence S 80°50'02" E a distance of 80.66 feet, thence S 12°40'49" E a distance of 117.35 feet, thence S 47°05'47" E a distance of 58.54 feet, thence S 36°18'54" E a distance of 58.15 feet, thence S 74°27'22" E a distance of 74.89 feet, thence S 69°22'39" E a distance of 185.29 feet to a meander corner on the North line of the Northwest Quarter of said Section 6, thence S 73°28'58" W a distance of 154.00 feet to the Southerly line of Unit 2 of Clearwater Bay Condominium Addendum #2, thence departing from said meander line N 51°18'42" W along the Southerly line of said Unit 2 a distance of 28.20 feet to a Southerly corner thereof, thence S 89°36'51" W along said Southerly line a distance of 74.84 feet to the Southwest corner of said Unit 2 and a non-tangent curve to the left which has a radius of 45.00 feet, a delta angle of 32°56'53" and a chord that bears N 11°59'50.5" W a distance of 25.52 feet, thence along the arc of said curve and the West line of said Unit 2 a distance of 25.88 feet to the Northwest corner of said Unit 2 and the North line of the Northwest Quarter of said Section 6, thence S 89°36'51" W along said North line a distance of 904.10 feet to the Northwest corner of Clearwater Bay Condominium 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 assessments, covenants, restrictions and right-of-ways of record.

| Number | Radius | Delta Angle | Chord Bearing | Chord | Length |
|--------|---------|-------------|-----------------|---------|---------|
| C1 | 66.00' | 129°33'39" | S 81°27'50.5" E | 118.42' | 149.24' |
| C2 | 233.00' | 38°21'42" | S 68°30'12" E | 145.40' | 142.87' |
| C3 | 133.00' | 83°01'08" | N 77°54'08" E | 176.28' | 192.71' |
| C4 | 45.00' | 107°53'58" | S 49°28'23" E | 72.77' | 84.75' |
| C5 | 66.00' | 68°51'37" | N 68°11'10.3" E | 74.63' | 79.32' |
| C6 | 66.00' | 37°24'34" | S 58°40'44" E | 42.33' | 43.09' |
| C7 | 66.00' | 23°17'24" | S 28°19'45" E | 28.84' | 28.83' |
| C8 | 233.00' | 14°32'35" | S 69°24'45.5" E | 58.98' | 59.14' |
| C9 | 233.00' | 14°50'50" | S 54°43'03" E | 60.21' | 60.38' |
| C10 | 233.00' | 6°58'17" | S 43°48'28.5" E | 28.33' | 28.35' |
| C11 | 133.00' | 38°38'11" | N 56°12'37.5" E | 90.18' | 92.01' |
| C12 | 133.00' | 21°33'00" | N 66°48'13" E | 49.73' | 50.02' |
| C13 | 133.00' | 21°48'55" | S 71°30'19.5" E | 50.17' | 50.88' |
| C14 | 45.00' | 56°15'29" | S 20°17'37.5" E | 43.61' | 45.78' |
| C15 | 45.00' | 49°38'29" | S 20°20'36.5" E | 37.78' | 38.99' |
| C16 | 45.00' | 18°47'35" | S 36°49'08" E | 13.06' | 13.17' |
| C17 | 45.00' | 32°56'53" | N 11°59'50.5" W | 25.52' | 25.88' |

Pavloski Development
 Castle Rock Lake NEPCo Lake
 10000 Highway 20 South, Suite 1
 South Haven, WI 54984
 Phone: 920-66-7771

Clearwater Bay

condominium addendum #3

Part of the South Half of the Southwest Quarter of Section 31, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin and part of the Northeast Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin including Unit 2 of Clearwater Bay Condominium Addendum #2 as recorded in Volume 1 of Condominium Plats, Page 47 as Document number 2013R06567. Declaration of Condominium for Clearwater Bay Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R11084. Clearwater Bay Condominium recorded in Volume 1 of Condominium Plats, Page 42 as Document number 2012R11085. Amended and Restated First Amendment to Declaration and Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R06568.

NOTES:

Clearwater Bay condominium is subject to a "Waiver of Claims Agreement" recorded as Document No. 2011R03194 allow for no on site septic systems, holding tanks only - shown as Darter Lands

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

Clearwater Bay Condominium is subject to a recorded Declaration of Restrictions for NEPCO Lake Owner's Association, Inc., recorded as the following documents: Declaration - Document number 2012R09007 Amended and Restated - Document no. 2012R11083 2nd Amended and Restated - 2013R03108

Clearwater Bay Condominium is subject to a recorded Declaration of Condominium for Clearwater Bay Condominium, Town of Saratoga, Wood County, Wisconsin, recorded as the following documents: Declaration - Document number 2012R11084 Condominium Plat - Document number 2012R11085 First Amendment - Document number 2013R03818 Addendum - Document number 2013R03819 Amended and Restated First Amendment and Amendment - Document number 2013R06568 Addendum #2 - Document number 2013R06567

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 Clearwater 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.

Unit 2 will be served by the designated private onsite wastewater treatment system area for Units 2-14 as shown on the Condominium Plat of Clearwater Bay. (Document number 2012R11085)

Units 17 through 27 will be served by the designated private onsite wastewater treatment system area for Unit 1 & Planned Future Units as shown on the Condominium Plat of Clearwater Bay. (Document number 2012R11085)

Unit 2 has been granted a variance from s.704.03(1)(B) Wood County Shoreland Zoning Ordinance to allow a zero lot line setback by the Wood County Board of Adjustment. This variance applies to the portion of Unit 2 within the Town of Saratoga and is applicable only adjacent to the South side of the North line of Section 6.

Unit 2 has been granted a variance from s.3.01 Town of Saratoga Building Code to allow a zero lot line setback. This variance applies to the portion of Unit 2 within the Town of Saratoga and is applicable only adjacent to the South side of the North line of Section 6.

The Residential Structure constructed on Unit 2 shall not be restricted to the 75' setback to the O.H.W.L. as shown hereon. Compliance with the Wood County Shoreland Zoning Ordinance #704 is required for the portion within Section 6, Town of Saratoga.

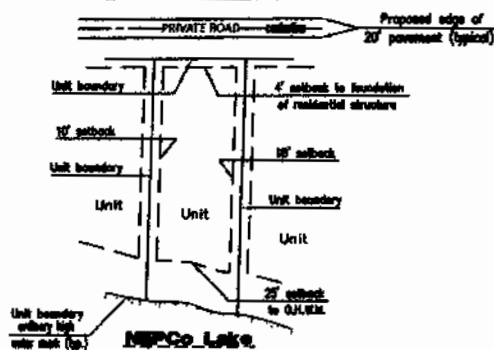
Unit 1 is restricted to no residential structures for human habitation.

The Private Road Easement as shown hereon, is for ingress and egress to adjoining lands in conjunction with all private roads within Clearwater Bay and all addenda. This easement is provided for the exclusive use of the adjoining property owner. See Document number 998053.

Lands contained within this plat are part of the territory subject to a Boundary Agreement between the Village of Port Edwards and the Town of Saratoga. During the 10 year term of this Agreement, the territory shall be in the Town. The Territory shall continue to be subject to only Village ordinances and regulations relating to land use and land development. These ordinances and regulations shall be administered and enforced by the Village, which shall have exclusive jurisdiction regarding such land use and land development matters. This Boundary Agreement has a delayed effective date of January 1, 2014 and shall terminate 10 years thereafter on December 31, 2023.

VILLAGE OF PORT EDWARDS

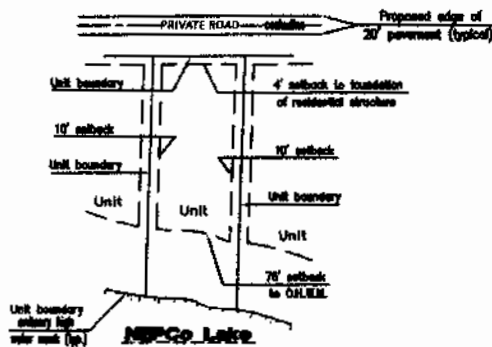
**RESIDENTIAL STRUCTURE
TYPICAL BUILDING ENVELOPES AND SETBACKS
NOT TO SCALE**



The building setbacks, as shown hereon are to the foundation of the residential structure constructed on any unit unless otherwise indicated. Rear yard setback is 25' to unit boundary line or the ordinary high water mark of NEPCO Lake.

TOWN OF SARATOGA

**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.

Pauloski Development
Castle Rock Lake NEPCO Lake
2025 Highway 20 South, Suite 1
South, Saratoga, WI 54583
Maple 920-96-7777

EXHIBIT C
LEGAL DESCRIPTION OF THE EXPANSION PROPERTY AND EXPANDED UNIT 2

Part of the South Half of the Southwest Quarter of Section 31, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin and part of the Northeast Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin including Unit 2 of Clearwater Bay Condominium Addendum #2 as recorded in Volume 1 of Condominium Plats, Page 47 as Document number 2013R06567. Declaration of Condominium for Clearwater Bay Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R11084. Clearwater Bay Condominium recorded in Volume 1 of Condominium Plats, Page 42 as Document number 2012R11085. Amended and restated First Amendment to Declaration and Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R06566, 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 875.17 feet to the Northwest corner of Clearwater Bay Condominium and the POINT OF BEGINNING, thence N 00°23'09" W a distance of 113.89 feet, thence N 33°45'22" E a distance of 157.55 feet, thence N 16°26'22" E a distance of 148.63 feet, thence N 85°35'03" E a distance of 106.84 feet, thence N 80°32'23" E a distance of 78.27 feet, thence N 71°25'07" E a distance of 108.74 feet, thence N 66°13'00" E a distance of 104.21 feet to a meander line of NEPCo Lake, thence the following bearings and distances along said meander line, S 83°33'18" E a distance of 13.90 feet, thence S 27°03'48" E a distance of 65.12 feet, thence S 33°18'37" E a distance of 62.62 feet, thence S 35°07'42" E a distance of 62.06 feet, thence S 81°21'57" E a distance of 102.12 feet, thence S 80°50'02" E a distance of 80.68 feet, thence S 12°40'49" E a distance of 117.35 feet, thence S 47°05'47" E a distance of 58.54 feet, thence S 56°16'54" E a distance of 59.15 feet, thence S 74°27'22" E a distance of 74.89 feet, thence S 69°22'39" E a distance of 195.29 feet to a meander corner on the North line of the Northwest Quarter of said Section 6, thence S 73°28'56" W a distance of 154.00 feet to the Southerly line of Unit 2 of Clearwater Bay Condominium Addendum #2, thence departing from said meander line N 51°16'42" W along the Southerly line of said Unit 2 a distance of 28.20 feet to a Southerly corner thereof, thence S 89°36'51" W along said Southerly line a distance of 74.84 feet to the Southwest corner of said Unit 2 and a non-tangent curve to the left which has a radius of 45.00 feet, a delta angle of 32°56'53" and a chord that bears N 11°59'50.5" W a distance of 25.52 feet, thence along the arc of said curve and the West line of said Unit 2 a distance of 25.88 feet to the Northwest corner of said Unit 2 and the North line of the Northwest Quarter of said Section 6, thence S 89°36'51" W along said North line a distance of 904.10 feet to the Northwest corner of Clearwater Bay Condominium 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.

THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR
CLEARWATER BAY CONDOMINIUM



* 2 0 1 4 R 0 8 0 3 0 *

Document Number

Title of Document

2014R08030

SUSAN E. GINTER
WOOD COUNTY
REGISTER OF DEEDS
RECORDED ON
10/09/2014 03:53PM
REC FEE: 30.00
EXEMPT #: N/A
PAGES: 11

Record this document with the Register of Deeds

Name and Return Address:

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

30.00

(Parcel Identification Number)

**THIRD AMENDMENT TO CONDOMINIUM DECLARATION
OF
CLEARWATER BAY CONDOMINIUM**

THIS THIRD AMENDMENT TO CONDOMINIUM DECLARATION OF CLEARWATER BAY CONDOMINIUM ("Third Amendment") is made this 22nd day of July, 2014 by Great Northern Timber Company, LLC, a Wisconsin limited liability company ("Declarant"), Charles A. Dreyfuss and Sherry A. Dreyfuss, husband and wife ("Unit 17 and 18 Owner"), and the Board of Directors of Clearwater Bay Condominium Owner's Association, Inc., a Wisconsin non-stock corporation ("Association"), pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") and pursuant to Section 1. D. of the Amended Declaration.

WHEREAS, Clearwater Bay Condominium ("Condominium") is a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin; and

WHEREAS, the Condominium was established pursuant to the Declaration of Clearwater Bay Condominium, recorded on October 16, 2012 in the Office of the Register of Deeds for Wood County, Wisconsin as Document No. 2012R11084, amended by the Amended and Restated First Amendment to Declaration recorded on June 28, 2013 as Document No. 2013R06566, and amended by the Second Amendment to Declaration recorded on October 17, 2013 as Document No. 2013R10249 ("Declaration"); and

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

WHEREAS, Declarant is the current owner of Units 1, 2, 3, 8, 9, 10, 15, 16 and 26 of Clearwater Bay Condominium, and Unit 17 and 18 Owner is the owner of Units 17 and 18 of Clearwater Bay Condominium; and

WHEREAS, Section 703.13(8) of the Wisconsin Statutes allows the merger of 2 or more adjoining units into one unit if any condominium instruments expressly permit the merger by an amendment to the Declaration; and

WHEREAS, the parties hereto have provided 30 days prior written notice to the other Unit Owners in the Condominium of the merger of Units 17 and 18 of the Condominium; and

WHEREAS, the Declarant, Unit 17 and 18 Owner and the Board of Directors of the Association desire to merge the existing Units 17 and 18 of Clearwater Bay Condominium into Unit 18 as set forth herein and shown on the Clearwater Bay Condominium Plat Addendum #4 attached hereto as Exhibit B;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is hereby amended by the Declarant, Unit 17 and 18 Owner and the Board of Directors of the Association as follows:

1. **Amendment.** The Declaration is hereby amended as follows:

A. Pursuant to Section 703.13(8) of the Wisconsin Statutes and Section 1. D. of the Amended Declaration, the Declarant, a Unit Owner, or Unit Owners may merge two (2) or more adjoining Units into a single Unit.

B. Units 17 and 18 are adjoining units owned by Unit 17 and 18 Owner; and said Units are hereby merged into Unit 18 as shown on the Addendum to Condominium Plat set forth on Exhibit B attached hereto and incorporated herein by reference.

C. As a result of the merger, the undivided interest in the common elements and rights to use the limited common elements for Unit 18 shall be 7.4% (2/27^{ths}) which is the total of the combined two units.

D. As a result of the merger, the voting rights in the Association appertaining to Unit 18 shall be 7.4% (2/27^{ths}) which is the total of the combined two units.

E. As a result of the merger, the allocation to Unit 18 of the liability for common expenses and rights to common surpluses shall be 7.4% (2/27^{ths}) which is the total of the combined two units.

F. As a result of the merger and despite the Unit percentage interests set forth above, general assessments for the community septic system shall be shared equally among the owners of Units 2 through 5 inclusive, 7 through 14 inclusive and 18 through 27 inclusive and 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 remain subject to change upon written notice from the Association.

2. **Effective Date.** 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.

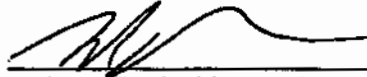
3. **Miscellaneous.** All terms not specifically defined herein shall have the same meaning as provided in the Declaration. Except as modified by this Third Amendment, the Declaration remains in full force and effect and is hereby ratified and approved for all purposes.

IN WITNESS WHEREOF, this Third Amendment has been executed as of the date first set forth above.

(Signatures appear on the next pages following)

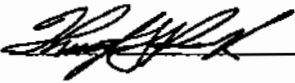
DECLARANT:

Great Northern Timber Company, LLC

By: 
Brad Pavloski, Member

STATE OF WISCONSIN)
) ss
COUNTY OF JUNEAU)

Personally came before me this 28th day of July, 2014, the above named Brad Pavloski 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.



CHRISTOPHER J RENNER
Notary Public - State of Wisconsin
My commission expires: JANUARY 23, 2018



UNIT 17 and 18 OWNER:

Charles A. Dreyfuss
Charles A. Dreyfuss

Sherry A. Dreyfuss
Sherry A. Dreyfuss

STATE OF IL ^{AN})
COOK)
COUNTY OF COOK) SS

Personally came before me this 29 day of September, 2014, the above named Charles A. Dreyfuss and Sherry A. Dreyfuss, to me known to be the persons who executed and acknowledged the foregoing instrument as their individual acts.

Sherry A. Dreyfuss
Notary Public, State of IL COOK
My commission expires: 7/18/2016



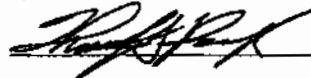
ASSOCIATION:

Clearwater Bay Condominium Owner's Association, Inc.

By: 
Brad Pavloski, President

STATE OF WISCONSIN)
) ss
COUNTY OF JUNEAU)

Personally came before me this 28TH day of July, 2014, the above named Brad Pavloski, President of Clearwater Bay Condominium Owner's Association, Inc., a Wisconsin non-stock corporation, to me known to be the person who executed and acknowledged the foregoing instrument as an act of the corporation by its authority.


CHRISTOPHER J RENNER
Notary Public - State of Wisconsin
My commission expires: JANUARY 23, 2018



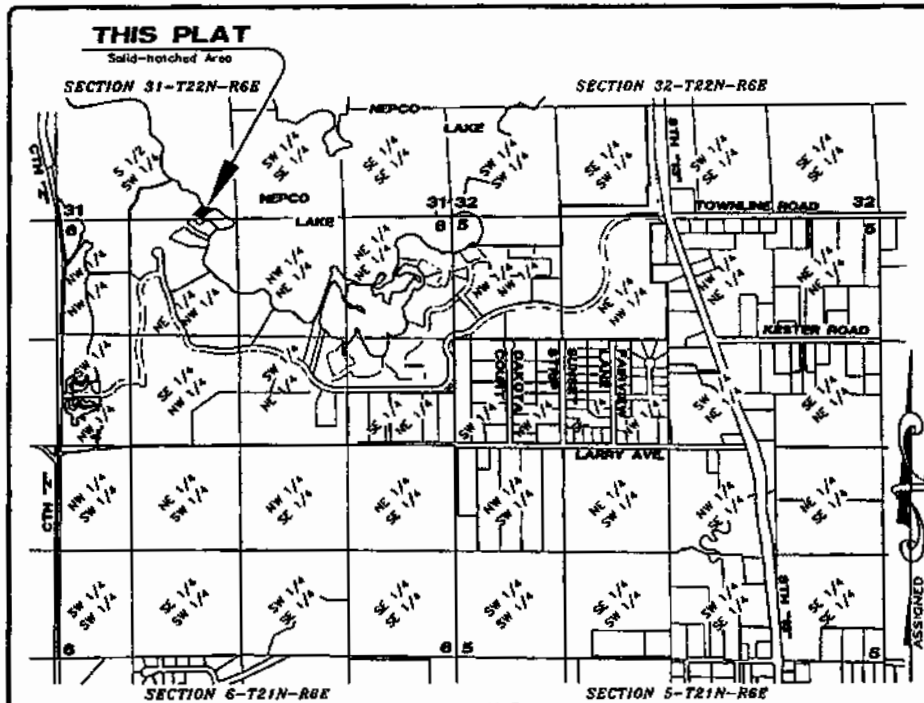
Drafted by: Michael D. Orgeman - State Bar No. 01018072
Lichtsinn & Haensel, s.c.
111 East Wisconsin Avenue, # 1800
Milwaukee, Wisconsin 53202
(414) 276-3400

EXHIBIT A

LEGAL DESCRIPTION

Units 1 through 5 Inclusive and 7 through 27 inclusive and Common Areas of Clearwater Bay Condominium recorded in Volume 1 of Condominium Plats, Page 42 as Document number 2012R11085. Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2012R11084. Including Clearwater Bay Condominium Addendum #2 recorded in Volume 1 of Condominium Plats, Page 47 as Document number 2013R06567. Amended and Restated First Amendment to Declaration and Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R06566. Also including Clearwater Bay Condominium Addendum #3 recorded in Volume 1 of Condominium Plats, Page 48 as Document number 2013R10250. Second Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R10249. Located in the Northeast Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga and the South Half of the Southwest Quarter of Section 31, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

EXHIBIT B
CONDOMINIUM PLAT ADDENDUM #4
(See Attached)



Volume ___ of Condominium Plats, Page ___

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

Field Book: File #, Page #, File #
Cut No. C:\P\41701.sxd

PROFESSIONAL LAND SURVEYOR'S CERTIFICATE:

I, Christopher J. Renner, hereby certify that I am a Professional Land Surveyor; and
 That I have fully complied with the provisions of Chapter 703 of the Wisconsin State Statutes and Chapter 17 of the Municipal Code of the Village of Port Edwards; and
 That I have surveyed and mapped the property described and shown upon these sheets of this Condominium Plat at the direction of Brad Pawloski for Great Northern Timber Company, LLC, agent to the 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, Professional Land Surveyor #2441 Date _____

LOCATION MAP
SCALE: 1" = 1000'

Clearwater Bay

condominium addendum #4

Units 17 and 18 of Clearwater Bay Condominium Addendum #3 as recorded in Volume 1 of Condominium Plats, Page 48 as Document number 2013R10250.
 Declaration of Condominium for Clearwater Bay Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R11084.
 Amended and Restated First Amendment to Declaration and Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R06566.
 Second Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R10249.
 Located in the South Half of the Southwest Quarter of Section 31, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

Sheet 1 of 1

Pavloski Development
 Castle Rock Lake NEPCO Lake
 1024 Kings B. Road - Suite 4
 North Street, Saratoga
 Wis/Fax 735-76-7771



LEGEND:

- ⊕ - Horizontal cast iron monument, found
 - ⊙ - Waspiece cast iron monument, found
 - - 3/4" round iron rod, found
 - - 1 1/4" round iron rod, found
 - () - Recorded as
 - - - - - Vicinity / Ownership file
- 18 - Unit Number

The South line of the Southwest Quarter of Section 31, T22N, R8E was surveyed a bearing of N 29°53'1" E on the basis of bearings on this plat.

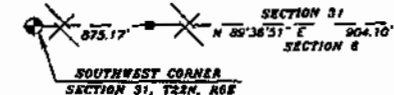


NEPCo Lake

Clearwater Bay
Addendum #4
Unit 18
10123 Sq. Ft. 0.23 Acres [to meander line]
70988± Sq. Ft. 0.16± Acres [total]

| Line Data Table | | |
|-----------------|---------------|----------|
| Number | Direction | Distance |
| LT | N 60°35'22" W | 26.43' |

| Tangent Bearing Table | |
|-----------------------|---------------|
| Number | Bearing |
| TB1 | S 82°25'17" E |
| TB2 | N 76°34'36" E |
| TB3 | S 45°08'53" E |



| Curve Data Table | | | | | |
|------------------|---------|-------------|-----------------|--------|--------|
| Number | Radius | Delta Angle | Chord Bearings | Chord | Length |
| C1 | 133.00' | 21°33'00" | S 86°48'13" W | 49.73' | 50.02' |
| C2 | 133.00' | 21°49'55" | N 71°30'19.5" W | 30.37' | 50.82' |
| C3 | 45.00' | 58°13'29" | N 74°17'37.5" W | 43.81' | 45.76' |
| C4 | 45.00' | 16°41'36" | S 36°49'05" E | 13.06' | 13.11' |

Clearwater Bay

condominium addendum #4

Units 17 and 18 of Clearwater Bay Condominium Addendum #3 as recorded in Volume 1 of Condominium Plats, Page 48 as Document number 2013R10250.
Declaration of Condominium for Clearwater Bay Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R11084.
Amended and Restated Final Amendment to Declaration and Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R06566.
Second Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R10249.
Located in the South Half of the Southwest Quarter of Section 31, Township 22 North, Range 8 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

Pavloskj Development
Castle Rock Lake NEPCo Lake
2013 Rpt. 02 Sub. Lot 4
North Branch, 2013
Map No. 100-10-100

LEGAL DESCRIPTION:

Units 17 and 18 of Clearwater Bay Condominium Addendum #3 as recorded in Volume 1 of Condominium Plats, Page 48 as Document number 2013R10250, Declaration of Condominium for Clearwater Bay Condominium, Town of Sorotoga, Wood County, Wisconsin recorded as Document number 2012R11084, Clearwater Bay Condominium recorded in Volume 1 of Condominium Plats, Page 42 as Document number 2012R11085, Amended and Restated First Amendment to Declaration and Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R06568, Second Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R10249. Located in the South Half of the Southwest Quarter of Section 31, Township 22 North, Range 6 East, Town of Sorotoga (Village of Port Edwards), Wood County, Wisconsin, more particularly described as follows:

Commencing at the Southwest corner of said Section 31, thence N 89°38'51" E along the South line of the Southwest Quarter of said Section 31 a distance of 2029.07 feet to the meander corner on the South line of said Section 31, thence N 68°22'39" W along a meander line of NEPCo Lake a distance of 195.29 feet to the meander corner on the Southeastery line of Unit 17 of Clearwater Bay Condominium Addendum #3 and the POINT OF BEGINNING, thence the following bearings and distances along Units 17 and 18 of said Clearwater Bay Condominium Addendum #3, S 51°16'52" W a distance of 95.93 feet to a non-tangent curve to the left which has a radius of 45.00 feet, a deflection angle of 58°15'23" and a chord that bears N 74°17'37.5" W a distance of 43.81 feet, thence along the arc of said curve a distance of 45.78 feet, thence N 60°35'22" W a distance of 26.43 feet to a curve to the left which has a radius of 133.00 feet, a deflection angle of 21°49'55" and a chord that bears N 71°30'19.3" W a distance of 50.37 feet, thence along the arc of said curve a distance of 50.68 feet, thence N 42°40'28" E a distance of 98.06 feet to a meander line of NEPCo Lake, thence S 58°16'54" E along said meander line a distance of 58.15 feet, thence S 74°27'22" E along said meander line a distance of 74.89 feet to the meander corner on the Southeastery line of said Unit 17 and the POINT OF BEGINNING.

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

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

NOTES:

Clearwater Bay condominium is subject to a "Water of Claims Agreement" recorded as Document No. 2011R03183 and a "Declaration and Agreement of Restrictive Covenants" recorded as Document No. 2011R03194.

Clearwater Bay Condominium is subject to a recorded Declaration of Restrictions for NEPCO Lake Owner's Association, Inc., recorded as the following documents: Declaration - Document number 2012R08007 Amended and Restated - Document no. 2012R11083 2nd Amended and Restated - 2013R03108 3rd Amended and Restated - 2014R00300

Clearwater Bay Condominium is subject to a recorded Declaration of Condominium for Clearwater Bay Condominium, Town of Sorotoga, Wood County, Wisconsin, recorded as the following documents: Declaration - Document number 2012R11084 Condominium Plat - Document number 2012R11085 First Amendment - Document number 2013R03818 Addendum - Document number 2013R03819 Amended and Restated First Amendment and Addendum - Document number 2013R06568 Addendum #2 - Document number 2013R08567 Second Amendment - Document number 2013R10249 Addendum #3 - Document number 2013R10250

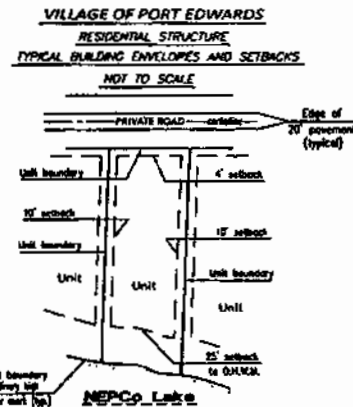
Unit 18 will be served by the designated private onsite wastewater treatment system area for Unit 1 & Planned Future Units as shown on the Condominium Plat of Clearwater Bay. (Document number 2012R11085)

Lands contained within this plat are part of the territory subject to a Boundary Agreement between the Village of Port Edwards and the Town of Sorotoga. During the 10 year term of this Agreement, the territory shall be in the Town. The Territory shall continue to be subject to any Village ordinances and regulations relating to land use and land development. These ordinances and regulations shall be administered and enforced by the Village, which shall have exclusive jurisdiction regarding such land use and land development matters. This Boundary Agreement has a delayed effective date of January 1, 2014 and shall terminate 10 years thereafter on December 31, 2023.

Clearwater Bay

condominium addendum #4

Units 17 and 18 of Clearwater Bay Condominium Addendum #3 as recorded in Volume 1 of Condominium Plats, Page 48 as Document number 2013R10250, Declaration of Condominium for Clearwater Bay Condominium, Town of Sorotoga, Wood County, Wisconsin recorded as Document number 2012R11084, Amended and Restated First Amendment to Declaration and Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R06568, Second Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R10249. Located in the South Half of the Southwest Quarter of Section 31, Township 22 North, Range 6 East, Town of Sorotoga (Village of Port Edwards), Wood County, Wisconsin.



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

Sheet 3 of 3

Pauloski Development
Castle Rock Lake NEPCO Lake
1894 Hayes St. Suite 1
South Shore, WI 54981
Phone: 920-787-7777

FOURTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR
CLEARWATER BAY CONDOMINIUM



* 2 0 1 5 R 0 3 8 4 1 *

2015R03841

SUSAN E. GINTER
WOOD COUNTY
REGISTER OF DEEDS
RECORDED ON

05/12/2015 11:24AM

REC FEE: 30.00

EXEMPT #: N/A

PAGES: 15

Record this document with the Register of Deeds

Name and Return Address:

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

30.00p

(Parcel Identification Number)

Document Number

Title of Document

**FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR
CLEARWATER BAY CONDOMINIUM**

This Fourth Amendment to Declaration of Condominium for Clearwater Bay Condominium ("Fourth Amendment") is made this 27TH day of MARCH, 2015, by Great Northern Timber Company, LLC, a Wisconsin limited liability company, owner of Units 1, 2, 3, 8, 9, 10, 15, 16 and 26 ("Declarant"), and the undersigned Unit Owners.

WHEREAS, Clearwater Bay Condominium ("Condominium") is a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin; and

WHEREAS, the Declaration of Condominium for Clearwater Bay Condominium ("Condominium") was recorded on October 16, 2012 with the Wood County Register of Deeds as Document No. 2012R11084; and was amended by the Amended and Restated First Amendment to Declaration and Amendment to Declaration recorded on June 28, 2013 as Document No. 2013R06566; and was further amended by the Second Amendment to Declaration recorded on October 17, 2013 as Document No. 2013R10249; and was further amended by the Third Amendment to Declaration recorded on October 9, 2014 as Document No. 2014R08030 (collectively, the "Declaration"); and

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

WHEREAS, Declarant and the Unit Owners desire to amend the Declaration to eliminate the 50 foot wetland boundary setback requirement as depicted and noted on the Condominium Plat, Addenda and contained in Section 18(AA) of the Declaration; and

WHEREAS, Section 703.09(2) of the Wisconsin Statutes and the Declaration allow the Declaration to be amended by the written consent of at least two-thirds (2/3rds) of the aggregate votes in the Condominium. The Declarant and the undersigned Unit Owners are the owners of more than 2/3rds of the votes in the Condominium and have the right to amend the Declaration.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is hereby amended by the Declarant and the undersigned Unit Owners as follows:

1. **Amendment.** The Declaration is hereby amended as follows:

A. Section 18(AA) of the Declaration, as amended is hereby deleted in its entirety and replaced with the following:

(1) AA. Wetlands. In order to preserve and protect any wetlands located within the Condominium to the greatest extent possible, no land disturbing, grading, or filling activities may occur within the wetland boundaries as depicted on the Plat. During all construction and land disturbing activities, the Owners of the Units shall comply with all appropriate regulations promulgated by the County of Wood, the Town of Saratoga, the Village of Port Edwards, the United States Army Corps of Engineers, the Wisconsin Department of Natural Resources and any other administrative agency or governmental body having jurisdiction over the Condominium and the wetlands.

2. **Effective Date.** The effective date of this 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 meaning as provided in the Declaration. Except as modified by this Amendment, the Declaration remains in full force and effect and is hereby ratified and approved for all purposes.

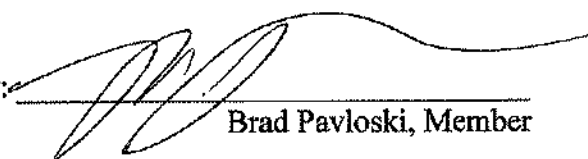
IN WITNESS WHEREOF, this Amendment has been executed as of the date first set forth above.

(Signatures appear on the next pages following)

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


DECLARANT:

Great Northern Timber Company, LLC

By: 
Brad Pavloski, Member

STATE OF WISCONSIN)
) ss
COUNTY OF JUNEAU)

Personally came before me this 27th day of MARCH, 2015, the above named Brad Pavloski being a member of Great Northern Timber Company, LLC, a Wisconsin limited liability company, to me known to be the person(s) who executed and acknowledged the foregoing instrument as an act of the limited liability company by its authority.


CHRISTOPHER J. RENNER
Notary Public - State Of Wisconsin
My commission expires: JANUARY 23, 2018



UNIT 5 OWNER

[Signature]

Michael Goryl

[Signature]

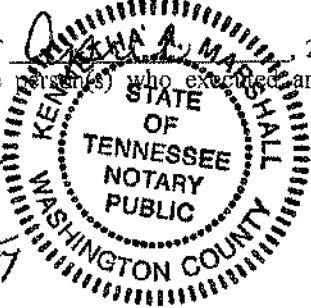
Christine Goryl

STATE OF Tennessee

COUNTY OF Washington)
) SS

Personally came before me this 7th day of April, 2015, the above named Michael Goryl and Christine Goryl, to me known to be the persons who executed and acknowledged the foregoing instrument as their individual acts.

[Signature]
KENNETHA A. MARSHALL
Notary Public - State of Tennessee
My commission expires: 3rd June 2017



CONSENT OF MORTGAGEE:

Nekoosa Port Edwards State Bank, mortgagee of the above described land does hereby consent to this amendment to the Declaration of Condominium for Clearwater Bay Condominium.

In witness whereof, the said Nekoosa Port Edwards State Bank has caused these presents to be signed by Robb N. Sigler, its President and Arne H. Nessa, its Vice-President at Nekoosa, Wisconsin and its corporate seal to be hereunto affixed.

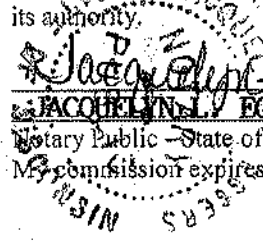
This 14th day of APRIL, 2015.

[Signature]
Robb N. Sigler, President
[Signature]
Arne H. Nessa, Vice-President

STATE OF WISCONSIN)
) SS
COUNTY OF WOOD)

Personally came before me this 14 day of APRIL, 2015, the above named Robb N. Sigler, being the President and Arne H. Nessa, being the Vice-President of Nekoosa Port Edwards State Bank to me known to be the person(s) who executed and acknowledged the foregoing instrument as an act of the corporation by its authority.

[Signature]
JACQUELINE L. EGGERS
Notary Public - State of WISCONSIN
My commission expires: 7-24-2016



UNIT 7 OWNER:

Mary M. Manor Trust Agreement dated February 11, 2010 AND Jeffery S. Manor Trust Agreement dated February 11, 2010

By: Mary M. Manor
Mary M. Manor, Trustee
By: Jeffery S. Manor
Jeffery S. Manor, Trustee

STATE OF Wisconsin)
) ss
COUNTY OF Wood)

Personally came before me this 6th day of April, 2015, the above named Mary M. Manor, as Trustee of the Mary M. Manor Trust Agreement dated February 11, 2010 and Jeffery S. Manor, as Trustee of the Jeffery S. Manor Trust Agreement dated February 11, 2010 to me known to be the person(s) who executed and acknowledged the foregoing instrument as an act of the Trust by its authority.

Mary J. Frick
Mary J. Frick
Notary Public - State of Wisconsin
My commission expires: 3-21-17



CONSENT OF MORTGAGEE:

Nekoosa Port Edwards State Bank, mortgagee of the above described land does hereby consent to this amendment to the Declaration of Condominium for Clearwater Bay Condominium.

In witness whereof, the said Nekoosa Port Edwards State Bank has caused these presents to be signed by Robb N. Sigler, its President and Arne H. Nessa, its Vice-President at Nekoosa, Wisconsin and its corporate seal to be hereunto affixed

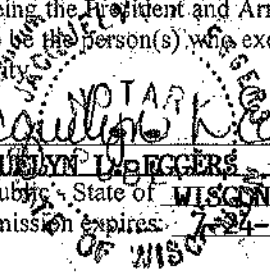
This 6th day of APRIL, 2015.

Robb N. Sigler
Robb N. Sigler, President
Arne H. Nessa
Arne H. Nessa, Vice President

STATE OF WISCONSIN)
) ss
COUNTY OF WOOD)

Personally came before me this 6th day of APRIL, 2015, the above named Robb N. Sigler, being the President and Arne H. Nessa, being the Vice-President of Nekoosa Port Edwards State Bank to me known to be the person(s) who executed and acknowledged the foregoing instrument as an act of the corporation by its authority.

Jacquelyn D. Eggers
JACQUELYN D. EGGERS
Notary Public, State of WISCONSIN
My commission expires: 7-24-2016



UNIT 13 OWNER:

Gregory D. Garver and Rhonda M. Garver
Revocable Trust dated January 11, 2012

By: *Gregory D. Garver*
Gregory D. Garver, Trustee

By: *Rhonda M. Garver*
Rhonda M. Garver, Trustee

STATE OF Wisconsin)
) ss
COUNTY OF Dane)

Personally came before me this 10th day of April, 2015, the above named Gregory D. Garver and Rhonda M. Garver, as Trustees of the Gregory D. Garver and Rhonda M. Garver Revocable Trust dated January 11, 2012 to me known to be the person(s) who executed and acknowledged the foregoing instrument as an act of the Trust by its authority.

Brooke N. Goering
Brooke N. Goering
Notary Public - State of Wisconsin
My commission expires: 01/29/2017



UNIT 14 OWNER:

Stephen T. Wilson
Stephen T. Wilson

Megan R. Wilson
Megan R. Wilson

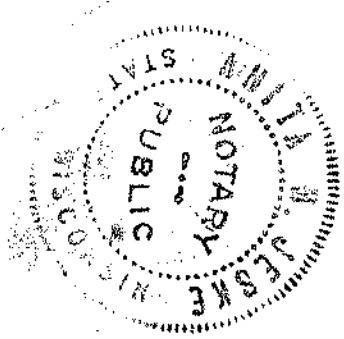
STATE OF Illinois)
) ss
COUNTY OF Cook)

Personally came before me this 10th day of April, 2015, the above named Stephen T. Wilson and Megan R. Wilson, to me known to be the person(s) who executed and acknowledged the foregoing instrument as their individual acts.

Carl Hansen
CARL HANSEN
Notary Public - State of Illinois
My commission expires: 5.23.17



UNIT 19 OWNER:



Jim D. Borkowski
Jim D. Borkowski

Kathleen A. Borkowski
Kathleen A. Borkowski

Danielle M. Borkowski
Danielle M. Borkowski

Nicole M. Borkowski
Nicole M. Borkowski

STATE OF Wisconsin)
) ss
COUNTY OF Waukesha)

Personally came before me this 8 day of April, 2015, the above named Jim D. Borkowski, Kathleen A. Borkowski, Danielle M. Borkowski and Nicole M. Borkowski, to me known to be the person(s) who executed and acknowledged the foregoing instrument as their individual acts.

Amita M Jeske
Amita M Jeske
Notary Public - State of Wisconsin
My commission expires: 3-17-17

CONSENT OF MORTGAGEE:

Landmark Credit Union, mortgagee of the above described land does hereby consent to this amendment to the Declaration of Condominium for Clearwater Bay Condominium.

In witness whereof, the said Landmark Credit Union has caused these presents to be signed by Amanda Poole at Landmark Credit Union - Germantown and its corporate seal to be hereunto affixed. This 8 day of April, 2015.

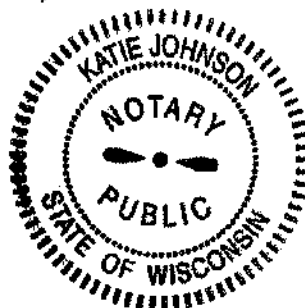
Amanda Poole Asst. Branch Manager
Name Title

Name Title

STATE OF Wisconsin)
) ss
COUNTY OF Washington)

Personally came before me this 8 day of April, 2015, the above named Amanda Poole of Landmark Credit Union to me known to be the person(s) who executed and acknowledged the foregoing instrument as an act of the corporation by its authority.

Katie Johnson
Katie Johnson
Notary Public - State of Wisconsin
My commission expires: 7-10-16



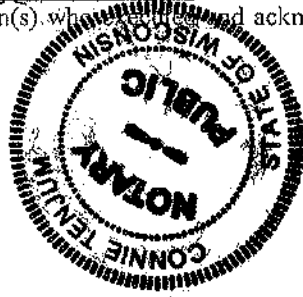
UNIT 20 OWNER:

[Signature]
Sean C. Cusack
[Signature]
Michelle L. Cusack

STATE OF Wisconsin)
) SS
COUNTY OF Dane)

Personally came before me this 16 day of April, 2015, the above named Sean C. Cusack and Michelle L. Cusack, to me known to be the person(s) who executed and acknowledged the foregoing instrument as their individual acts.

[Signature]
Connie Tenjum
Notary Public - State of Wisconsin
My commission expires: 12-4-2016



CONSENT OF MORTGAGEE:

First National Bank of Berlin, mortgagee of the above described land does hereby consent to this amendment to the Declaration of Condominium for Clearwater Bay Condominium.

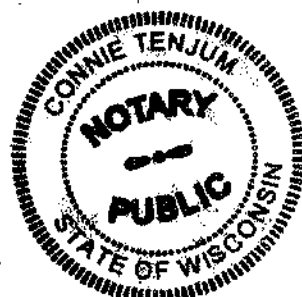
In witness whereof, the said First National Bank of Berlin has caused these presents to be signed by DAVID MILLS AND NICHOLAS VANDERVELDE, BUSINESS BANKERS at MADISON, WISCONSIN and its corporate seal to be hereunto affixed. This 16 day of April, 2015.

[Signature] Business Banker
Name Title
[Signature] Business Banker
Name Title

STATE OF Wisconsin)
) SS
COUNTY OF Dane)

Personally came before me this 16 day of April, 2015, the above named DAVID MILLS AND NICHOLAS VANDERVELDE, BUSINESS BANKERS of First National Bank of Berlin to me known to be the person(s) who executed and acknowledged the foregoing instrument as an act of the corporation by its authority.

[Signature]
Connie Tenjum
Notary Public - State of Wisconsin
My commission expires: 12-4-2016



UNIT 21 OWNER:

Patrick P. Norby
Patrick P. Norby
Tricia A. Norby
Tricia A. Norby

STATE OF Wisconsin)
) SS
COUNTY OF Dane)

Personally came before me this 20th day of April, 2015, the above named Patrick P. Norby and Tricia A. Norby, to me known to be the person(s) who executed and acknowledged the foregoing instrument as their individual acts.

Cynthia J. Mack
Cynthia J. Mack
Notary Public - State of Wisconsin
My commission expires: 7/10/2016



CONSENT OF MORTGAGEE:

Summit Credit Union, mortgagee of the above described land does hereby consent to this amendment to the Declaration of Condominium for Clearwater Bay Condominium.

In witness whereof, the said Summit Credit Union has caused these presents to be signed by Dana Dey at MADISON, WISCONSIN and its corporate seal to be hereunto affixed. This 27 day of April, 2015.

Name Title
Dana Dey Mortgage Servicing Manager
Name Title



STATE OF WI)
) SS
COUNTY OF Dane)

Personally came before me this 27 day of April, 2015, the above named Dana Dey of Summit Credit Union to me known to be the person(s) who executed and acknowledged the foregoing instrument as an act of the corporation by its authority.

Caitlin E. Murkve
Caitlin E. Murkve
Notary Public - State of WI
My commission expires: 6/17/2018

UNIT 22 OWNER:

Ernest C. Graening
Ernest C. Graening

STATE OF Illinois)
) ss
COUNTY OF DuPage)

Personally came before me this 30 day of April, 2015, the above named Ernest C. Graening, to me known to be the person(s) who executed and acknowledged the foregoing instrument as their individual act.

Barry Kanzler
BARRY KANZLER
Notary Public - State of Illinois
My commission expires: 11/25/17



UNIT 23 OWNER:

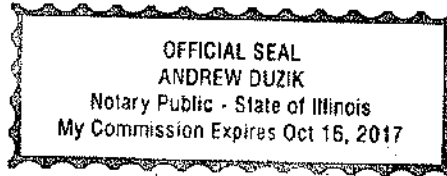
Joseph Ruskowski
Joseph Ruskowski

Nadine Ruskowski
Nadine Ruskowski

STATE OF ILLINOIS)
) ss
COUNTY OF MCHENRY)

Personally came before me this 30 day of APRIL, 2015, the above named Joseph Ruskowski and Nadine Ruskowski, to me known to be the person(s) who executed and acknowledged the foregoing instrument as their individual acts.

Andrew Duzik
ANDREW DUZIK
Notary Public - State of ILLINOIS
My commission expires: OCTOBER 16 2017



UNIT 24 and UNIT 25 OWNER:

Albert M Lorch Jr.
Albert M. Lorch, Jr.

Karen K. Lorch
Karen K. Lorch

STATE OF Illinois)
) SS
COUNTY OF Dupage)

Personally came before me this 27th day of April, 2015, the above named Albert M. Lorch, Jr. and Karen K. Lorch, to me known to be the person(s) who executed and acknowledged the foregoing instrument as their individual acts.

Yolanda Martinez
YOLANDA MARTINEZ
Notary Public - State of Illinois
My commission expires: 07/15/2018



EXHIBIT A

LEGAL DESCRIPTION

Units 1 through 5 inclusive, 7 through 16 inclusive and 18 through 27 inclusive and Common Areas of Clearwater Bay Condominium recorded in Volume 1 of Condominium Plats, Page 42 as Document number 2012R11085. Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2012R11084. Including Clearwater Bay Condominium Addendum #2 recorded in Volume 1 of Condominium Plats, Page 47 as Document number 2013R06567. Amended and Restated First Amendment to Declaration and Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R06566. Also including Clearwater Bay Condominium Addendum #3 recorded in Volume 1 of Condominium Plats, Page 48 as Document number 2013R10250. Second Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R10249. Also including Clearwater Bay Condominium Addendum #4 recorded in Volume 1 of Condominium Plats, Page 52 as Document number 2014R08031. Third Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2014R08030. Located in the Northeast Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga and the South Half of the Southwest Quarter of Section 31, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

FIFTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR
CLEARWATER BAY CONDOMINIUM

Document Number

Title of Document



* 2 0 1 5 R 0 5 8 1 0 *

2015R05810

SUSAN E. GINTER
WOOD COUNTY
REGISTER OF DEEDS
RECORDED ON
07/09/2015 02:11PM
REC FEE: 30.00
EXEMPT #: N/A
PAGES: 11

Record this document with the Register of Deeds

Name and Return Address:

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

300P

(Parcel Identification Number)

**FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR
CLEARWATER BAY CONDOMINIUM**

This Fifth Amendment to Declaration of Condominium for Clearwater Bay Condominium ("Fifth Amendment") is made this 5th day of June, 2015 by Great Northern Timber Company, LLC, a Wisconsin limited liability company ("Declarant" and "Unit 8, 9 and 10 Owner"), and the Board of Directors of Clearwater Bay Condominium Owner's Association, Inc., a Wisconsin non-stock corporation ("Association"), pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") and pursuant to Section 8. B. of the Declaration and 1. D. of the Amended Declaration.

WHEREAS, Clearwater Bay Condominium ("Condominium") is a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin; and

WHEREAS, the Condominium was established pursuant to the Declaration of Condominium for Clearwater Bay Condominium, recorded on October 16, 2012 in the Office of the Register of Deeds for Wood County, Wisconsin as Document No. 2012R11084 and was amended by the Amended and Restated First Amendment to Declaration and Amendment to Declaration recorded on June 28, 2013 as Document No. 2013R06566, and was further amended by the Second Amendment to Declaration recorded on October 17, 2013 as Document No. 2013R10249, and was further amended by the Third Amendment to Declaration recorded on October 9, 2014 as Document No. 2014R08030, and was further amended by the Fourth Amendment to Declaration recorded on May 12, 2015 as Document No. 2015R03841 (collectively, the "Declaration"); and

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

WHEREAS, Declarant is the current owner of Units 1, 2, 3, 8, 9, 10, 15, 16 and 26 of Clearwater Bay Condominium; and

WHEREAS, Section 703.13(6) of the Wisconsin Statutes allows the relocation of boundaries between adjoining units if any condominium instruments expressly permit the relocation by an amendment to the Declaration; and

WHEREAS, Section 703.13(8) of the Wisconsin Statutes allows the merger of 2 or more adjoining units into one unit if any condominium instruments expressly permit the merger by an amendment to the Declaration; and

WHEREAS, the Unit 8, 9, and 10 Owner and the Association have provided 30 days prior written notice pursuant to Section 703.13 of the Wisconsin Statutes to the other Unit

Owners in the Condominium of the merger and relocation of the boundary lines within Units 8, 9 and 10 of the Condominium; and

WHEREAS, the Declarant, Unit 8, 9 and 10 Owner and the Board of Directors of the Association desire to merge and relocate the boundary lines within the three existing adjoining units into Units 8 and 9 as set forth herein and shown on the Clearwater Bay Condominium Plat Addendum #5 attached hereto as Exhibit B;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is hereby amended by the Declarant, Unit 8, 9 and 10 Owner and the Board of Directors of the Association as follows:

1. **Amendment**. The Declaration is hereby amended as follows:

A. Pursuant to Section 703.13(6) of the Wisconsin Statutes and Section 8. B. of the Declaration, the Declarant, a Unit Owner, or Unit Owners may relocate the boundaries of two (2) or more adjoining Units to achieve the best development.

B. Pursuant to Section 703.13(8) of the Wisconsin Statutes and Section 1. D. of the Amended Declaration, the Declarant, a Unit Owner, or Unit Owners may merge two (2) or more adjoining Units into a single Unit.

C. Units 8, 9 and 10 are adjoining units owned by Unit 8, 9 and 10 Owner; and said Unit boundaries are hereby relocated and merged into Units 8 and 9 as shown on the Condominium Plat Addendum #5 set forth on Exhibit B attached hereto and incorporated herein by reference.

D. As a result of the relocation and merger, the undivided interest in the common elements and rights to use the limited common elements for Unit 8 shall be 3.7% (1/27th) and Unit 9 shall be 7.4% (2/27^{ths}) which together is the total of the three units.

E. As a result of the relocation and merger, the voting rights in the Association appertaining to Unit 8 shall be 3.7% (1/27th) and Unit 9 shall be 7.4% (2/27^{ths}) which together is the total of the three units.

F. As a result of the merger, the allocation to Unit 8 of the liability for common expenses and rights to common surpluses shall be 3.7% (1/27th) and Unit 9 shall be 7.4% (2/27^{ths}) which together is the total of the three units.

G. As a result of the merger and despite the Unit percentage interests set forth above, general assessments for the community septic system shall be shared equally among the owners of Units 2 through 5 inclusive, 7 through 9 inclusive, 11 through 14 inclusive and 18 through 27 inclusive and 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 remain subject to change upon written notice from the Association.

2. **Effective Date.** The effective date of this Fifth 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 meaning as provided in the Declaration. Except as modified by this Fifth Amendment, the Declaration remains in full force and effect and is hereby ratified and approved for all purposes.

IN WITNESS WHEREOF, this Fifth Amendment has been executed as of the date first set forth above.


DECLARANT:

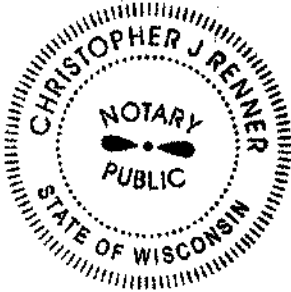
Great Northern Timber Company, LLC

By: 
Brad Pavloski, Member

STATE OF WISCONSIN)
) ss
COUNTY OF JUNEAU)

Personally came before me this 10th day of JUNE, 2015, the above named Brad Pavloski 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.


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




UNIT 8, 9 and 10 OWNER:

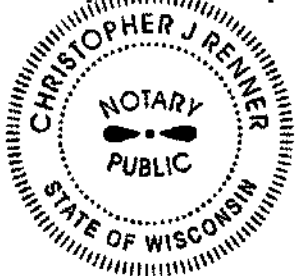
Great Northern Timber Company, LLC

By: 
Brad Pavloski, Member

STATE OF WISCONSIN)
) ss
COUNTY OF JUNEAU)


Personally came before me this 10TH day of JUNE, 2015, the above named Brad Pavloski 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.


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




ASSOCIATION:

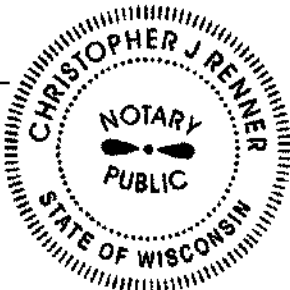
Clearwater Bay Condominium Owner's Association, Inc.

By: 
Brad Pavloski, President

STATE OF WISCONSIN)
) ss
COUNTY OF JUNEAU)

Personally came before me this 10TH day of JUNE, 2015, the above named Brad Pavloski, President of Clearwater Bay Condominium Owner's Association, Inc., a Wisconsin non-stock corporation, to me known to be the person who executed and acknowledged the foregoing instrument as an act of the corporation by its authority.


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



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

EXHIBIT A

LEGAL DESCRIPTION

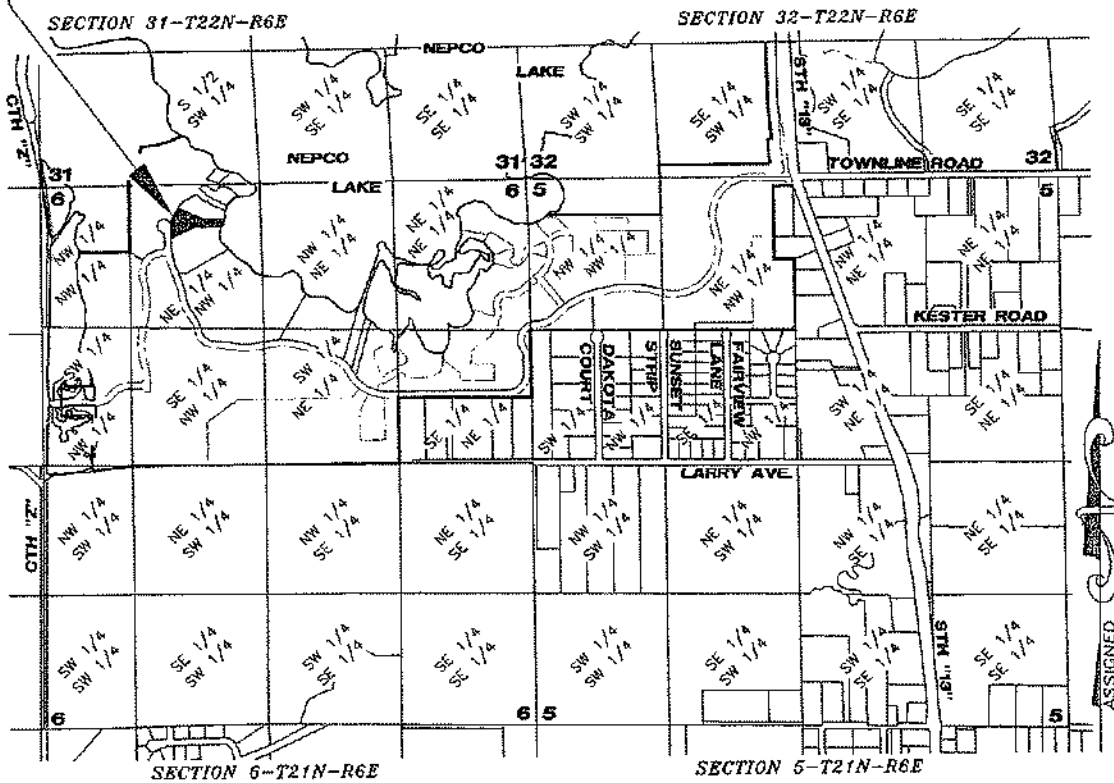
Units 1 through 5 inclusive, 7 through 16 inclusive and 18 through 27 inclusive and Common Areas of Clearwater Bay Condominium recorded in Volume 1 of Condominium Plats, Page 42 as Document number 2012R11085. Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2012R11084. Including Clearwater Bay Condominium Addendum #2 recorded in Volume 1 of Condominium Plats, Page 47 as Document number 2013R06567. Amended and Restated First Amendment to Declaration and Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R06566. Also including Clearwater Bay Condominium Addendum #3 recorded in Volume 1 of Condominium Plats, Page 48 as Document number 2013R10250. Second Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R10249. Also including Clearwater Bay Condominium Addendum #4 recorded in Volume 1 of Condominium Plats, Page 52 as Document number 2014R08031. Third Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2014R08030. Also including Fourth Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2015R03841. Located in the Northeast Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga and the South Half of the Southwest Quarter of Section 31, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

EXHIBIT B

CONDOMINIUM PLAT ADDENDUM #5
(See Attached)

THIS PLAT

Solid-hatched Area



LOCATION MAP
SCALE: 1" = 1000'

Volume ____ of Condominium Plats, Page ____

COUNTY OF WOOD:

The County of Wood does hereby certify that this addendum to 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

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

PROFESSIONAL LAND SURVEYOR'S CERTIFICATE:

I, Christopher J. Renner, hereby certify that I am a Professional Land Surveyor; 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. Q3-21-2007A, 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, agent to the 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, Professional Land Surveyor #2441 _____ Date

Sheet 1 of 4

Clearwater Bay

condominium addendum #5

Pavloski Development
NEPCO Lake
Castle Rock Lake
18295 Highway 80 South - Site 1
Hudson, Wisconsin 54646
920a/Rec 920-365-7777

Units 8, 9 and 10 of Clearwater Bay Condominium as recorded in Volume 1 of Condominium Plats, Page 42 as Document number 2012R11085.
Declaration of Condominium for Clearwater Bay Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R11084.
Amended and Restated First Amendment to Declaration and Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R06566.
Second Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R10249.
Third Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2014R08030.
Fourth Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2015R03941.
Located in the Northeast Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

NORTHWEST CORNER
SECTION 6, T21N, R6E

71/16N
2029.07' [to meander corner]
875.17' N 89°36'51" E 1153.90'
2201.18' [total]

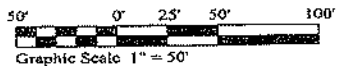
SECTION LINE
172.11'

NORTH QUARTER CORNER
SECTION 6, T21N, R6E
NO MONUMENT
CORNER LIES IN NEPCO LAKE
MEANDER CORNER, NORTH LINE
SECTION 6, T21N, R6E

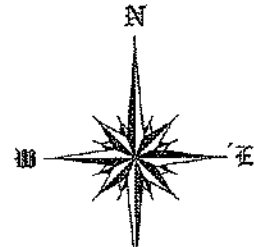
Clearwater Bay

Addendum #5 Units 8 & 9

68454 Sq. Ft. 74815± Sq. Ft.
1.57 Acres 1.72± Acres
[to meander line] [total]



Public Trust Information: Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, Section 1, of the state constitution.



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

Clearwater Bay Condominium
Rec. Vol. 1 Condominium Plats, Pg. 42
Document No. 2012R11085
owned by others

Clearwater Bay Condominium Addendum #2
Rec. Vol. 1 Condominium Plats, Pg. 47
Document No. 2013R06567
owned by others

Clearwater Trail
(private road)
12' utility easement
Document No. 2012R03977
see notes

SouthShore Drive
Unit 16
12' utility and drainage easement line
Document No. 2012R00475
see notes

SouthShore Drive
Unit 10

common area

common area

Rising Sun Trail
(private road)
common area

Sheet 2 of 4

Pavloski Development
Castle Rock Lake NEPCO, Lake

10745 Highway 10 South S7N 4
Menasha, Wisconsin 54956
Office/Res. 608-565-7777

- LEGEND:**
- ⊙ - Harrison cast iron monument, found
 - ⊙ - Waupaca cast iron monument, found
 - - 3/4" round iron rod, found
 - - 1 1/4" round iron rod, found
 - - 1 1/4" X 18" round iron rod, placed weighing 4.17 lbs per lineal ft.
 - () - Recorded as
 - Vinculum / Ownership lie
 - 8 - Unit Number

Clearwater Bay

condominium addendum #5

Units 8, 9 and 10 of Clearwater Bay Condominium as recorded in Volume 1 of Condominium Plats, Page 42 as Document number 2012R11085.
 Declaration of Condominium for Clearwater Bay Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R11084.
 Amended and Restated First Amendment to Declaration and Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R06566.
 Second Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R10249.
 Third Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2014R08030.
 Fourth Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2015R03B41.
 Located in the Northeast Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

LEGAL DESCRIPTION:

Units 8, 9 and 10 of Clearwater Bay Condominium as recorded in Volume 1 of Condominium Plats, Page 42 as Document number 2012R11085. Declaration of Condominium for Clearwater Bay Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R11084. Amended and Restated First Amendment to Declaration and Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R06566. Second Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R10249. Third Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2014R08030. Fourth Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2015R03841. Located in the Northeast Quarter of the Northwest 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 2029.07 feet to the meander corner on the North line of said Section 6, thence S 39°37'57" W a distance of 442.64 feet to the meander corner on the North line of Unit 8 of Clearwater Bay Condominium and the POINT OF BEGINNING, thence the following bearings and distances along Units 8, 9 and 10 of said Clearwater Bay Condominium, S 07°26'25" W along a meander line of NEPCO Lake a distance of 27.89 feet to a meander corner thereof, thence S 13°15'26" W along a meander line of NEPCO Lake a distance of 28.68 feet to a meander corner thereof, thence S 21°40'38" W along a meander line of NEPCO Lake a distance of 30.81 feet to a meander corner thereof, thence S 83°32'56" W a distance of 98.30 feet, thence N 82°24'57" W a distance of 79.61 feet, thence S 65°50'04" W a distance of 268.76 feet to the East line of SouthShore Drive, thence N 02°17'18" W along the East line of said SouthShore Drive a distance of 131.34 feet to a curve to the left which has a radius of 56.00 feet, a delta angle of 26°35'12" and a chord that bears N 15°34'54" W a distance of 30.35 feet, thence along the arc of said curve and the Easterly line of said SouthShore Drive a distance of 30.63 feet, thence N 31°07'29" E a distance of 160.18 feet to a curve to the right which has a radius of 267.00 feet, a delta angle of 0°46'20" and a chord that bears N 31°30'39" E a distance of 3.60 feet, thence along the arc of said curve a distance of 3.60 feet, thence S 66°40'17" E a distance of 262.28 feet, thence S 89°08'57" E a distance of 131.25 feet to a meander corner on the North line of said Unit 8 and the POINT OF BEGINNING.

Including all lands lying between the unit lines, the unit 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:

Clearwater 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 "Dantax Lands"

Clearwater Bay Condominium is subject to a recorded Declaration of Restrictions for NEPCO Lake Owner's Association, Inc., recorded as the following documents: Declaration - Document number 2012R08007 Amended and Restated - Document no. 2012R11083 2nd Amended and Restated - Doc. no. 2013R03108 3rd Amended and Restated - Doc. no. 2014R00300

Clearwater Bay Condominium is subject to a recorded Declaration of Condominium for Clearwater Bay Condominium, Town of Saratoga, Wood County, Wisconsin, recorded as the following documents: Declaration - Document number 2012R11084 Condominium Plat - Document number 2012R11085 First Amendment - Document number 2013R03818 Addendum - Document number 2013R03819 Amended and Restated First Amendment and Amendment - Document number 2013R06566 Addendum #2 - Document number 2013R06567 Second Amendment - Document number 2013R10249 Addendum #3 - Document number 2013R10250 Third Amendment - Document number 2014R08030 Addendum #4 - Document number 2014R08031 Fourth Amendment - Document number 2015R03841

These units will be served by the designated private onsite wastewater treatment system area for Units 2-14 as shown on the Condominium Plat of Clearwater Bay.

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 Clearwater 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.

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.

12' utility and drainage easement, per Wood County Plat of SouthShore at NEPCO Lake recorded in Volume 13 of Plats at Page 82 as Document number 2012R00475 to the Town of Saratoga, Alliant Energy Solarus, Charter Communications and We Energies.

Clearwater Bay

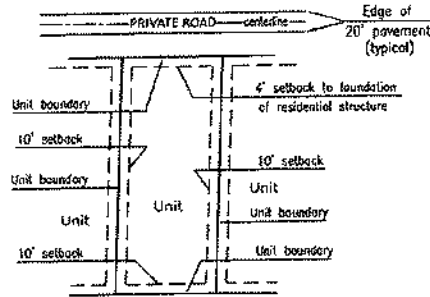
condominium addendum #5

Sheet 3 of 4

Pavloski Development
Castle Rock Lake NEPCO Lake
8524 Highway 83 South, Site 4
Necedah, Wisconsin 54956
Office: 608-265-1777

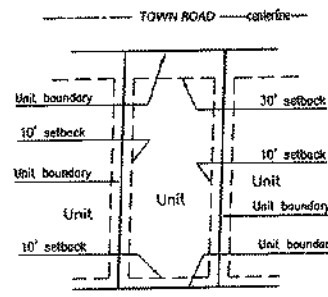
Units 8, 9 and 10 of Clearwater Bay Condominium as recorded in Volume 1 of Condominium Plats, Page 42 as Document number 2012R11085. Declaration of Condominium for Clearwater Bay Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R11084. Amended and Restated First Amendment to Declaration and Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R06566. Second Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R10249. Third Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2014R08030. Fourth Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2015R03841. Located in the Northeast Quarter of the Northwest 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



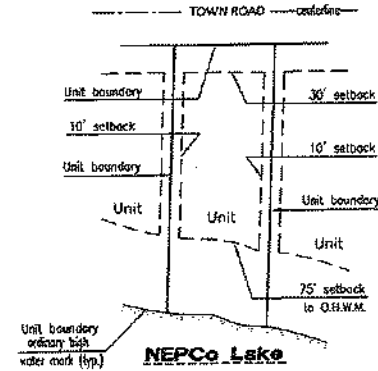
The building setbacks, as shown hereon are to the furthest extension of any portion of the residential structure constructed on any unit unless otherwise indicated.

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.

| Line Data Table | | |
|-----------------|---------------|----------|
| Number | Direction | Distance |
| L1 | S 07°26'25" W | 27.89' |
| L2 | S 13°15'26" W | 28.68' |
| L3 | S 21°40'38" W | 30.81' |
| L4 | S 21°53'20" W | 31.95' |
| L5 | N 10°44'04" E | 27.95' |
| L6 | N 32°54'24" E | 55.81' |

| Tangent Bearing Table | |
|-----------------------|---------------|
| Number | Bearing |
| TB1 | N 31°53'49" E |
| TB2 | N 28°52'30" W |

| Curve Data Table | | | | |
|------------------|---------|-------------|---------------|--------------|
| Number | Radius | Delta Angle | Chord Bearing | Chord Length |
| C1 | 267.00' | 0°46'20" | N 31°30'39" E | 3.60' |
| C2 | 86.00' | 26°35'12" | N 15°34'54" W | 30.63' |

Sheet 4 of 4

Pavloski Development
 Castle Rock Lake NEPCo Lake
 19214 Highway 80 South, Suite 4
 Neenah, Wisconsin 54956
 Office/Res: 920-265-7177

Clearwater Bay

condominium addendum #5

Units 8, 9 and 10 of Clearwater Bay Condominium as recorded in Volume 1 of Condominium Plats, Page 42 as Document number 2012R11085.
 Declaration of Condominium for Clearwater Bay Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R11084.
 Amended and Restated First Amendment to Declaration and Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R06566.
 Second Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R10249.
 Third Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2014R08030.
 Fourth Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2015R03841.
 Located in the Northeast Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

SIXTH AMENDMENT TO DECLARATION OF
 CONDOMINIUM FOR CLEARWATER BAY CONDOMINIUM
 VILLAGE OF PORT EDWARDS,
 WOOD COUNTY, WISCONSIN.
 Document Title

Document Number



2017R08180

SUSAN E. GINTER
 WOOD COUNTY
 REGISTER OF DEEDS
 RECORDED ON

09/19/2017 02:18PM
 REC FEE: 30.00
 EXEMPT #: N/A
 PAGES: 25

THIS SIXTH AMENDMENT TO DECLARATION OF
 CONDOMINIUM for "Clearwater Bay Condominium" is made this 31st
 day of August, 2017, by ALBERT M. LORCH and KAREN K.
 LORCH, husband and wife, owners of Units 24 and 25 in Clearwater
 Bay (hereinafter referred to as "Lorches")

WITNESSETH:

WHEREAS, the Declaration of Condominium for Clearwater Bay
 Condominium dated October 15, 2012 and recorded October 16, 2012, in
 the office of the Register of Deeds for Wood County, Wisconsin, as
 Document No.: 2012R11084, and amended by the First Amendment to
 Declaration of Condominium for Clearwater Bay Condominium recorded
 April 16, 2013, as Document No.: 2013R03818; Amended and Restated
 First Amendment to Declaration and Amendment to Declaration of
 Condominium for Clearwater Bay Condominium recorded on June 28,
 2013 as Document No.: 2013R06566; Second Amendment to Declaration
 of Condominium for Clearwater Bay Condominium recorded October 17,
 2013 as Document No. 2013R10249; Third Amendment to Declaration of
 Condominium for Clearwater Bay Condominium recorded October 9, 2014
 as Document No.: 2014R08030; Fourth Amendment to Declaration of
 Condominium for Clearwater Bay Condominium recorded May 12, 2015
 as Document No.: 2015R03841; Fifth Amendment to Declaration of
 Condominium for Clearwater Bay Condominium recorded on July 9, 2015
 as Document No. 2015R05810 (hereinafter referred to as "the Declaration").

Recording Area

RETURN:

Boles-Wallner Abstract & Title, Inc.
 P.O. Box 575
 Wisconsin Rapids, WI 54495-0575

Parcel Identification Number (PIN)

30.00
 MLO

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

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

WHEREAS, pursuant to Chapter 703 of the Wisconsin Statutes, and Paragraph 1.D. of the Amended and Restated
 First Amendment to the Declaration and Amendment to Declaration of Condominium in Clearwater Bay Condominium,
 the Lorches wish to amend the Clearwater Bay Condominium Plat (Units 1-27) by the merger of Units 24 and 25 into one
 (1) unit, to be numbered Unit 25; and

Whereas, the Amended and Restated First Amendment to Declaration and Amendment to Declaration of
 Condominium for Clearwater 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 Paragraph Six (6) of the Second Amendment to 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, twenty (20) unit owners have consented in writing to the merger of adjoining units 24 and 25 into
 one (1) unit; and

WHEREAS, the above-described twenty (20) written unit owner consents for the merger of Units 24 and 25
 constitute seventy four percent (74%) of the unit owners in Clearwater 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 Albert M. Lorch and Karen K. Lorch, owners of Units 24 & 25 of Clearwater Bay Condominium, as follows:

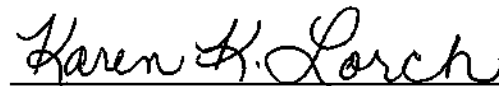
1. Units 24 and 25 are adjoining units in Clearwater Bay Condominium and are owned by Albert M. Lorch and Karen K. Lorch; said units are hereby merged into one (1) unit, as allowed under the Second Amendment to the Declaration of Condominium for Clearwater Bay Condominium.
2. The new identifying number for the new unit created by the merger of Units 24 and 25 shall be Unit 25.
3. The undivided interest in the common elements and right to use the limited common elements for the new merged Unit 25 shall be 7.4% or 2/27^{ths}.
4. The voting right in the Association appertaining to the new merged Unit 25 shall be 7.4% or 2/27^{ths}.
5. The allocation to the new Unit 25 of the liability for common expenses and rights to common surpluses shall be 7.4% or 2/27^{ths}.
6. Attached hereto as Exhibit D and made a part hereof, is a licensed surveyor's plat of the new Unit 25 which depicts the boundaries and dimensions of the new Unit 25.

The effective date of this Sixth 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 and all Amendments thereto. Except as modified by this Sixth Amendment, the Declaration, as Amended per the previous Amendments referenced above, remains in full force and effect, and is hereby ratified and approved for all purposes.

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


 Albert M. Lorch, owner of Units 24 and 25


 Karen K. Lorch, owner of Units 24 and 25

AUTHENTICATION

Signatures Albert M. Lorch and Karen K. Lorch
 authenticated on August 31, 2017


 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

Policy No. 5011400-0748571e

File Number: BW1941

Unit 24, together with said unit's undivided appurtenant interest in the common elements (and the exclusive use of the limited common elements appurtenant to said unit), all in Clearwater Bay Condominium, as declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin, and Second Amendment to Declaration of such condominium recorded in the office of the Register of Deeds of Wood County, Wisconsin, on October 17, 2013 as Document No. 2013R10249, as described on the plat thereof recorded in the office of the Register of Deeds of Wood County, Wisconsin, on October 17, 2013 as Document No. 2013R10250, being part of the S ½ of the SW ¼ of Section 31, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin.

Exhibit "A"

LEGAL DESCRIPTION

Policy No. 5011400-0798551e

File Number: BW1991

Unit 25, together with said unit's undivided appurtenant interest in the common elements (and the exclusive use of the limited common elements appurtenant to said unit), all in Clearwater Bay Condominium, 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 17, 2013 as Document No. 2013R10249, as described on the plat thereof recorded in the office of the Register of Deeds of Wood County, Wisconsin, on October 17, 2013 as Document No. 2013R10250, being part of the S ½ of the SW ¼ of Section 31, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin.

Tax Parcel Number: 27-01054

Clearwater Bay

condominium addendum #3

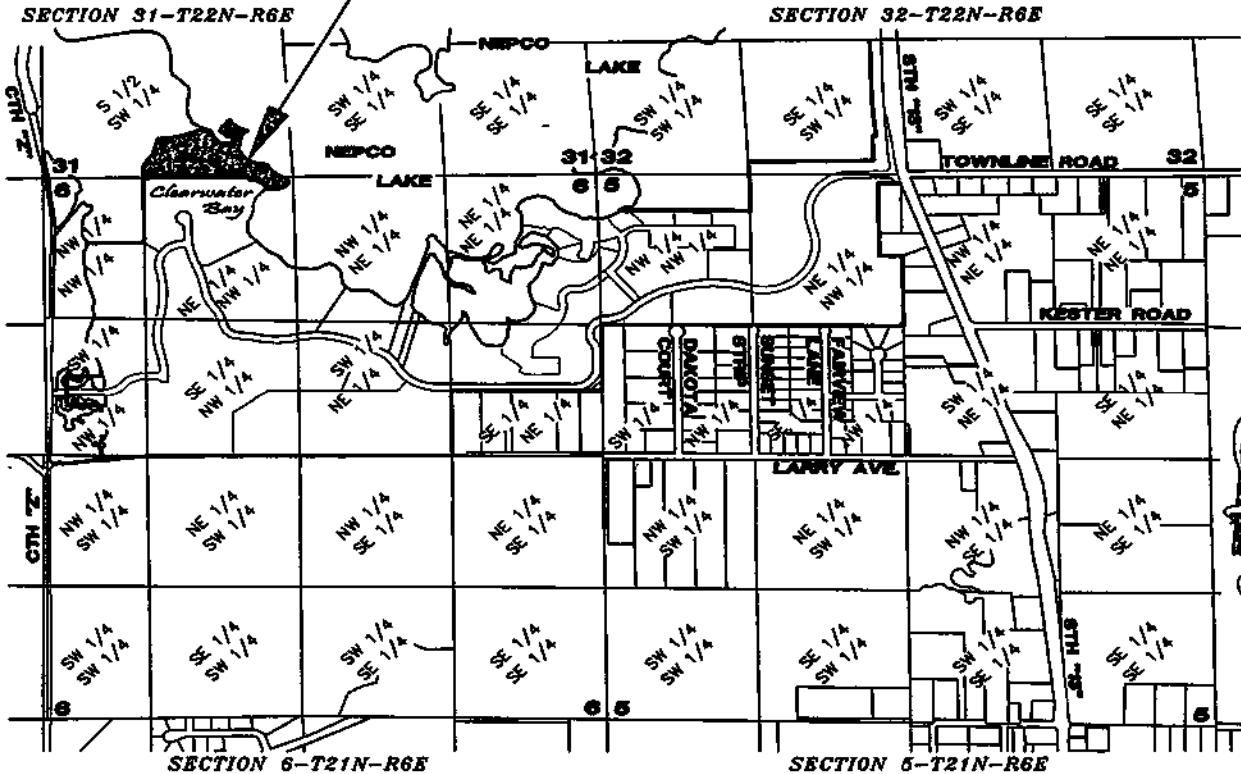
Part of the South Half of the Southwest Quarter of Section 31, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin and part of the Northeast Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin including Unit 2 of Clearwater Bay Condominium Addendum #2 as recorded in Volume 1 of Condominium Plats, Page 47 as Document number 2013R06367, Declaration of Condominium for Clearwater Bay Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R11084, Clearwater Bay Condominium recorded in Volume 1 of Condominium Plats, Page 42 as Document number 2012R11085. Amended and Restated First Amendment to Declaration and Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R06566.

THIS PLAT

Solid-hatched Areas

LOCATION MAP

SCALE: 1" = 1000'



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, Chapter 17 of the Municipal Code of the Village of Port Edwards 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 common elements can be determined from the plat.

Date: 3 OCT. 2015

[Signature]
Christopher J. Renner, RLS



Cont. Fil. C/Projct/NEPCO Lake
Field Book File, Page File

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

Pavloski Development
Castle Rock Lake NEPCO Lake
10294 Highway 80 South Suite 4
Neenah, Wisconsin 54956
Office/Tel: 920-485-7777

COUNTY OF WOOD:

The County of Wood does hereby certify that this addendum to 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: 10-17-13

[Signature]
Plot Review Officer

Volume 1 of Condominium Plats, Page 48

SIMON E. GIERER
WOOD COUNTY
REGISTERED OF DEEDS
RECORDED ON
10/17/2013 01:04PM
REC. FEE: \$0.00
EXPERT F:
PAGES: 6 P

2013R10250



Exhibit B

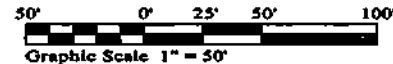
Clearwater Bay

condominium addendum #3

Part of the South Half of the Southwest Quarter of Section 31, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin and part of the Northeast Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin including Unit 2 of Clearwater Bay Condominium Addendum #2 as recorded in Volume 1 of Condominium Plats, Page 47 as Document number 2013R06567, Declaration of Condominium for Clearwater Bay Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R11084, Clearwater Bay Condominium recorded in Volume 1 of Condominium Plats, Page 42 as Document number 2012R11085, Amended and Restated First Amendment to Declaration and Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R06566.

| Unit Area Table | | | |
|-----------------|--------------------------|--------------------------|--|
| Number | Area to Meander Line | Total Area± | |
| Unit 1 | 25109 Sq. Ft. 0.58 Acres | 58890 Sq. Ft. 1.37 Acres | |
| Unit 2 | 15176 Sq. Ft. 0.35 Acres | 45823 Sq. Ft. 1.05 Acres | |
| Unit 17 | 5073 Sq. Ft. 0.12 Acres | 11273 Sq. Ft. 0.26 Acres | |
| Unit 18 | 5100 Sq. Ft. 0.12 Acres | 9716 Sq. Ft. 0.22 Acres | |
| Unit 19 | 6815 Sq. Ft. 0.16 Acres | 11458 Sq. Ft. 0.26 Acres | |
| Unit 20 | 33643 Sq. Ft. 0.77 Acres | 40192 Sq. Ft. 0.92 Acres | |
| Unit 21 | 24779 Sq. Ft. 0.57 Acres | 30111 Sq. Ft. 0.69 Acres | |
| Unit 22 | 19604 Sq. Ft. 0.45 Acres | 24177 Sq. Ft. 0.56 Acres | |
| Unit 23 | 21411 Sq. Ft. 0.49 Acres | 26271 Sq. Ft. 0.60 Acres | |
| Unit 24 | 24384 Sq. Ft. 0.56 Acres | 27458 Sq. Ft. 0.63 Acres | |
| Unit 25 | | 23963 Sq. Ft. 0.55 Acres | |
| Unit 26 | | 17413 Sq. Ft. 0.40 Acres | |
| Unit 27 | | 20002 Sq. Ft. 0.46 Acres | |

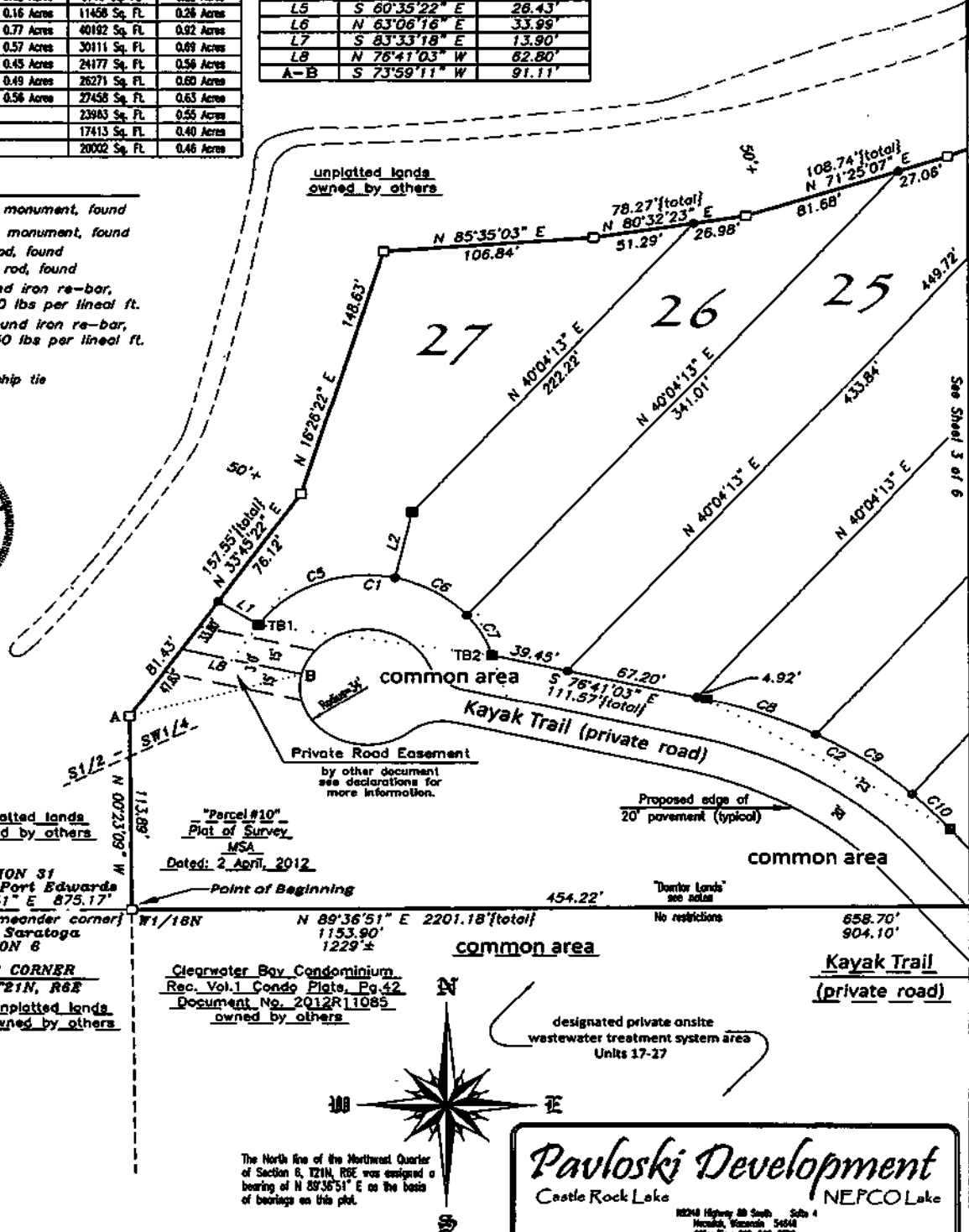
| Line Data Table | | |
|-----------------|---------------|----------|
| Number | Direction | Distance |
| L1 | S 56°14'38" E | 24.70' |
| L2 | N 12°36'59" E | 39.39' |
| L3 | N 89°36'51" E | 27.84' |
| L4 | N 13°58'17" W | 25.85' |
| L5 | S 60°35'22" E | 28.43' |
| L6 | N 63°06'16" E | 33.99' |
| L7 | S 83°33'18" E | 13.90' |
| L8 | N 76°41'03" W | 62.80' |
| A-B | S 73°59'11" W | 91.11' |



unplatted lands owned by others

LEGEND:

- ⊙ - Harrison cast iron monument, found
- ⊙ - Waupaca cast iron monument, found
- - 3/4" round iron rod, found
- - 1 1/4" round iron rod, found
- - 3/4" X 18" round iron re-bar, placed weighing 1.50 lbs per lineal ft.
- - 1 1/4" X 18" round iron re-bar, placed weighing 4.30 lbs per lineal ft.
- () - Recorded as
- Vinculum / Ownership tie
- 1 - Unit Number

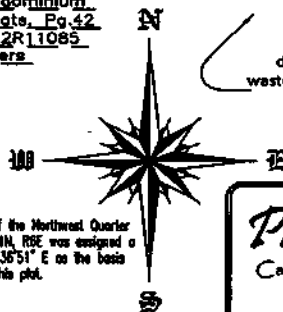


SECTION 31
Village of Port Edwards
N 89°36'51" E 875.17'
2029.07' to meander corner
Town of Saratoga
SECTION 6
NORTHWEST CORNER
SECTION 6, T21N, R6E
unplatted lands owned by others

"Parcel #10"
Plat of Survey
MSA
Dated: 2 April, 2012

Point of Beginning

Clearwater Bay Condominium
Rec. Vol. 1 Condo Plats, Pg. 42
Document No. 2012R11085
owned by others



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

Pavloski Development
Castle Rock Lake NEPCO Lake
2024 Highway 88 South, Suite 4
Hudson, Wisconsin 54648
Office: 608-585-7777

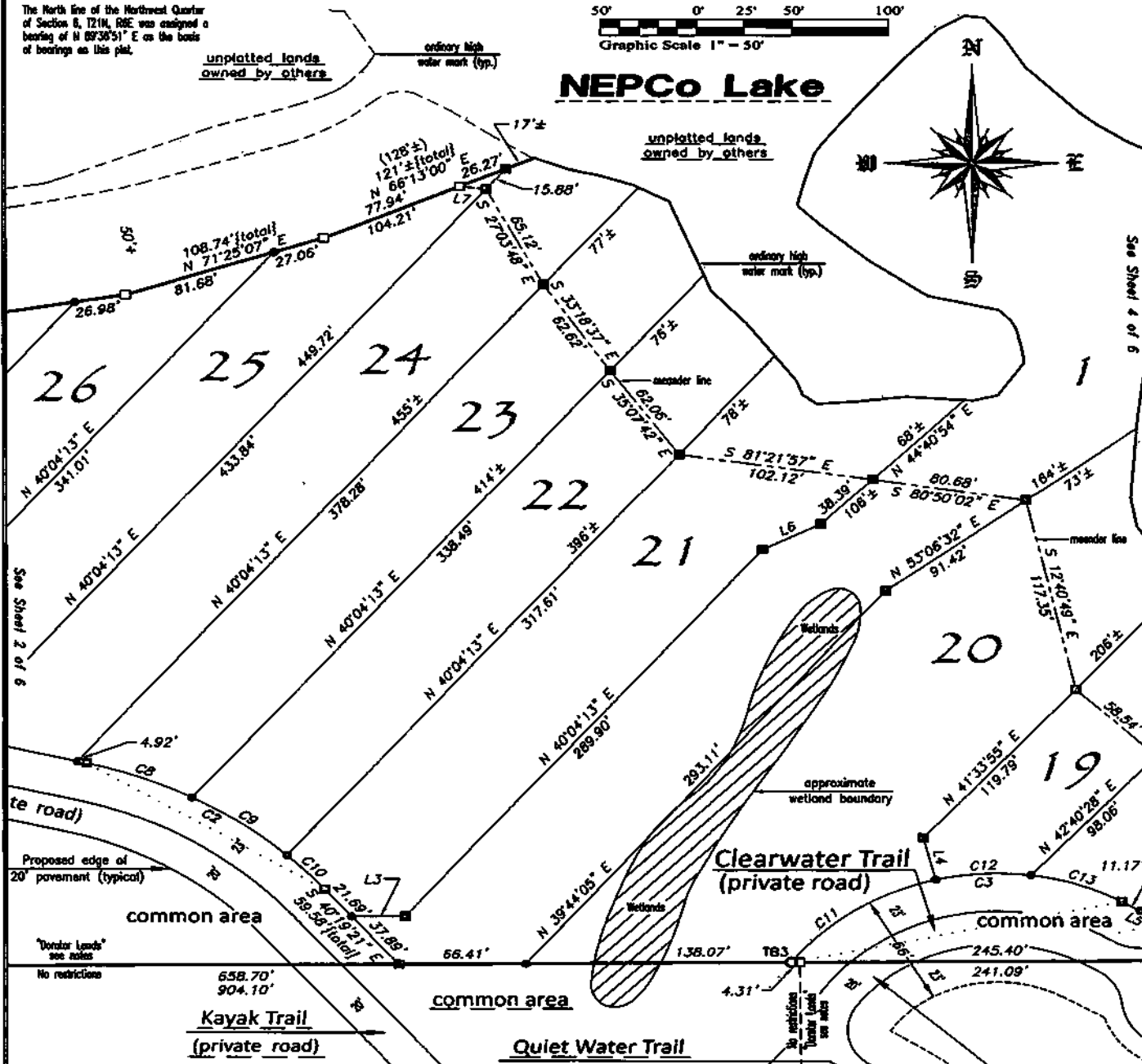
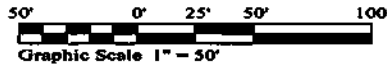
Exhibit B

Clearwater Bay

condominium addendum #3

Part of the South Half of the Southwest Quarter of Section 31, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin and part of the Northeast Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin including Unit 2 of Clearwater Bay Condominium Addendum #2 as recorded in Volume 1 of Condominium Plats, Page 47 as Document number 2013R06587, Declaration of Condominium for Clearwater Bay Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R11084, Clearwater Bay Condominium recorded in Volume 1 of Condominium Plats, Page 42 as Document number 2012R11085, Amended and Restated First Amendment to Declaration and Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R06566.

The North line of the Northwest Quarter of Section 6, T21N, R6E was assigned a bearing of N 89°30'51" E on the basis of bearings on this plat.



private onsite treatment system area 17-27



- LEGEND:**
- ⊕ - Harrison cast iron monument, found
 - ⊙ - Waupeca cast iron monument, found
 - - 3/4" round iron rod, found
 - - 1 1/4" round iron rod, found
 - - 3/4" X 18" round iron re-bar, placed weighing 1.50 lbs per lineal ft.
 - - 1 1/4" X 18" round iron re-bar, placed weighing 4.30 lbs per lineal ft.
 - () - Recorded as
 - Vinculum / Ownership tie
 - | - Unit Number

Pavloski Development
Castle Rock Lake NEPCo Lake

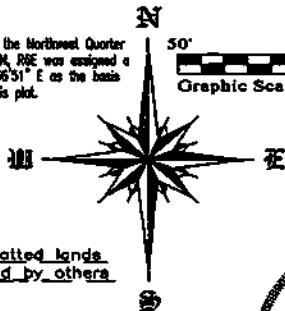
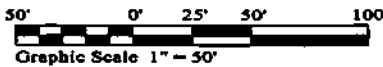
10214 Highway 80 South, Suite 4
Hudson, Wisconsin 54645
Office: 608-565-7777

Clearwater Bay

condominium addendum #3

Part of the South Half of the Southwest Quarter of Section 31, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin and part of the Northeast Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin including Unit 2 of Clearwater Bay Condominium Addendum #2 as recorded in Volume 1 of Condominium Plats, Page 47 as Document number 2013R06567, Declaration of Condominium for Clearwater Bay Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R11084, Clearwater Bay Condominium recorded in Volume 1 of Condominium Plats, Page 42 as Document number 2012R11085, Amended and Restated First Amendment to Declaration and Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R06566.

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.



unplatted lands owned by others

| Number | Bearing |
|--------|---------------|
| TB1 | N 33°45'22" E |
| TB2 | S 18°41'03" E |
| TB3 | N 36°23'32" E |
| TB4 | N 76°34'38" E |
| TB5 | S 28°28'17" E |
| TB6 | S 04°28'36" W |



LEGEND:

- - Harrison cast iron monument, found
- - Waupeca cast iron monument, found
- - 3/4" round iron rod, found
- - 1 1/4" round iron rod, found
- - 3/4" X 18" round iron re-bar, placed weighing 1.50 lbs per lineal ft.
- - 1 1/4" X 18" round iron re-bar, placed weighing 4.30 lbs per lineal ft.
- () - Recorded as
- Vinculum / Ownership tie
- 1 - Unit Number

Village of Port Edwards
391977± Sq. Ft.
9.00± Acres
[total]
304569 Sq. Ft.
6.99 Acres
[to meander line]

NEPCo Lake

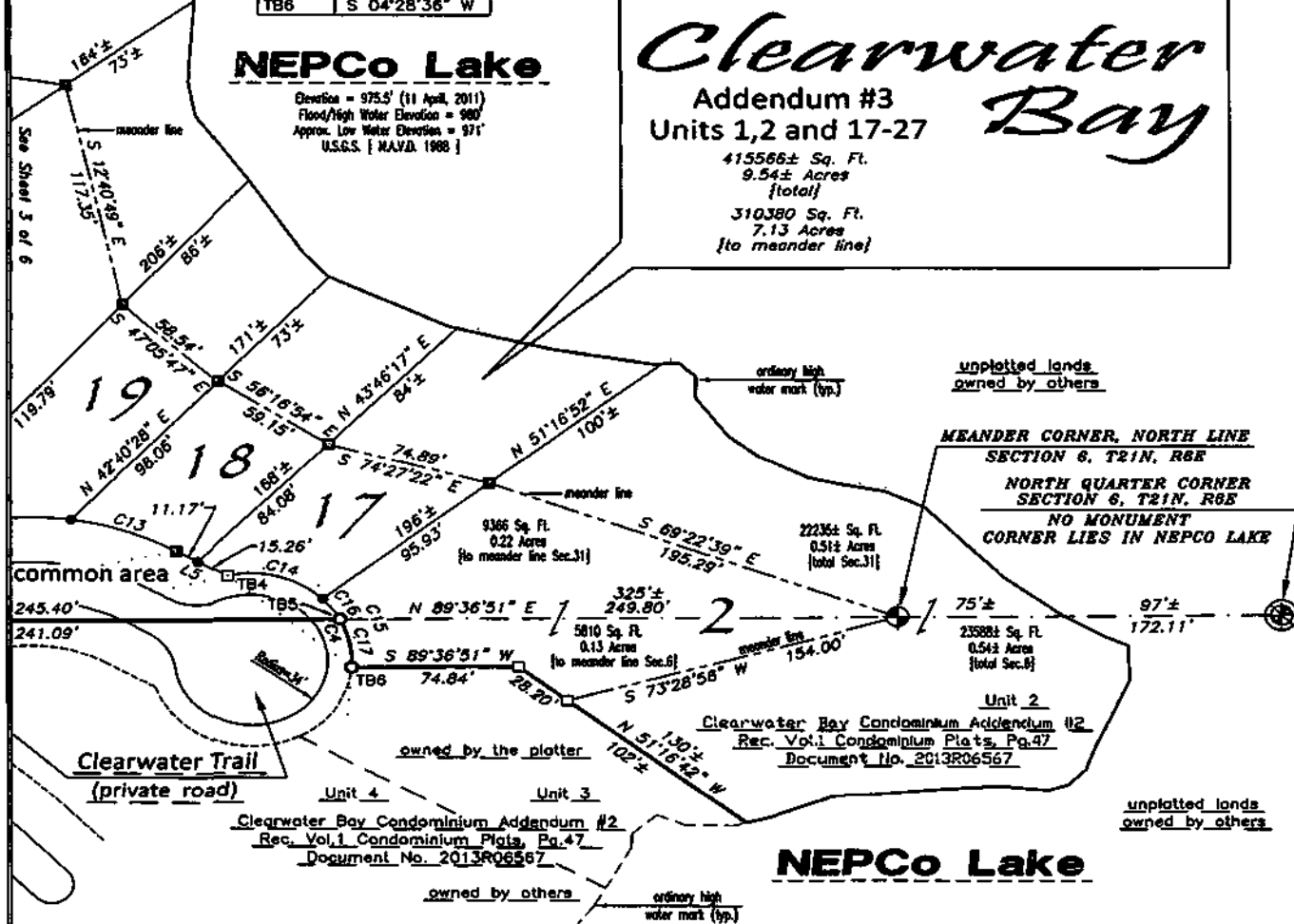
Elevation = 975.5' (11 April, 2011)
Flood/High Water Elevation = 980'
Approx. Low Water Elevation = 971'
U.S.G.S. | NAD83 1988 |

Clearwater Bay

Addendum #3

Units 1, 2 and 17-27

415566± Sq. Ft.
9.54± Acres
[total]
310380 Sq. Ft.
7.13 Acres
[to meander line]



unplatted lands owned by others

MEANDER CORNER, NORTH LINE
SECTION 6, T21N, R6E
NORTH QUARTER CORNER
SECTION 6, T21N, R6E
NO MONUMENT
CORNER LIES IN NEPCO LAKE

Clearwater Trail
(private road)

Clearwater Bay Condominium Addendum #2
Rec. Vol. 1 Condominium Plats, Pg. 47
Document No. 2013R06567

NEPCo Lake

Pavloski Development
Castle Rock Lake NEPCo Lake
18246 Highway 89 South, Suite 4
Hawkeye, Wisconsin 54846
Office: 608-288-7777

Exhibit B

Clearwater Bay

condominium addendum #3

Part of the South Half of the Southwest Quarter of Section 31, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin and part of the Northeast Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin including Unit 2 of Clearwater Bay Condominium Addendum #2 as recorded in Volume 1 of Condominium Plats, Page 47 as Document number 2013R06567. Declaration of Condominium for Clearwater Bay Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R11084. Clearwater Bay Condominium recorded in Volume 1 of Condominium Plats, Page 42 as Document number 2012R11085. Amended and Restated First Amendment to Declaration and Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R06566.

LEGAL DESCRIPTION:

Part of the South Half of the Southwest Quarter of Section 31, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin and part of the Northeast Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin including Unit 2 of Clearwater Bay Condominium Addendum #2 as recorded in Volume 1 of Condominium Plats, Page 47 as Document number 2013R06567. Declaration of Condominium for Clearwater Bay Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R11084. Clearwater Bay Condominium recorded in Volume 1 of Condominium Plats, Page 42 as Document number 2012R11085. Amended and restated First Amendment to Declaration and Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R06566, 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 875.17 feet to the Northwest corner of Clearwater Bay Condominium and the POINT OF BEGINNING, thence N 00°23'09" W a distance of 113.89 feet, thence N 33°45'22" E a distance of 157.55 feet, thence N 16°26'22" E a distance of 148.63 feet, thence N 85°35'03" E a distance of 106.84 feet, thence N 80°32'23" E a distance of 78.27 feet, thence N 71°25'07" E a distance of 108.74 feet, thence N 66°13'00" E a distance of 104.21 feet to a meander line of NEPCo Lake, thence the following bearings and distances along said meander line, S 83°33'18" E a distance of 13.90 feet, thence S 27°03'48" E a distance of 65.12 feet, thence S 33°18'37" E a distance of 62.62 feet, thence S 35°07'42" E a distance of 62.06 feet, thence S 81°21'57" E a distance of 102.12 feet, thence S 80°50'02" E a distance of 80.68 feet, thence S 12°40'49" E a distance of 117.35 feet, thence S 47°05'47" E a distance of 58.54 feet, thence S 56°16'54" E a distance of 59.15 feet, thence S 74°27'22" E a distance of 74.89 feet, thence S 69°22'39" E a distance of 195.29 feet to a meander corner on the North line of the Northwest Quarter of said Section 6, thence S 73°28'56" W a distance of 154.00 feet to the Southerly line of Unit 2 of Clearwater Bay Condominium Addendum #2, thence departing from said meander line N 51°16'42" W along the Southerly line of said Unit 2 a distance of 28.20 feet to a Southerly corner thereof, thence S 89°36'51" W along said Southerly line a distance of 74.84 feet to the Southwest corner of said Unit 2 and a non-tangent curve to the left which has a radius of 45.00 feet, a delta angle of 32°56'53" and a chord that bears N 11°59'50.5" W a distance of 25.52 feet, thence along the arc of said curve and the West line of said Unit 2 a distance of 25.88 feet to the Northwest corner of said Unit 2 and the North line of the Northwest Quarter of said Section 6, thence S 89°36'51" W along said North line a distance of 904.10 feet to the Northwest corner of Clearwater Bay Condominium 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.



| Number | Radius | Delta Angle | Chord Bearing | Chord | Length |
|--------|---------|-------------|-----------------|---------|---------|
| C1 | 66.00' | 129°33'55" | S 81°27'50.5" E | 119.42' | 149.24' |
| C2 | 233.00' | 36°21'42" | S 58°30'12" E | 145.40' | 147.87' |
| C3 | 133.00' | 83°01'06" | N 77°54'05" E | 178.29' | 192.71' |
| C4 | 45.00' | 107°53'58" | S 49°28'23" E | 72.77' | 84.75' |
| C5 | 66.00' | 68°51'37" | N 68°11'10.5" E | 74.63' | 79.32' |
| C6 | 66.00' | 37°24'34" | S 58°40'44" E | 42.33' | 43.09' |
| C7 | 66.00' | 23°17'24" | S 28°19'45" E | 26.64' | 26.83' |
| C8 | 233.00' | 14°32'35" | S 69°24'45.5" E | 58.98' | 59.14' |
| C9 | 233.00' | 14°50'50" | S 54°43'03" E | 60.21' | 60.38' |
| C10 | 233.00' | 6°58'17" | S 43°48'29.5" E | 28.33' | 28.35' |
| C11 | 133.00' | 39°38'11" | N 56°12'37.5" E | 90.18' | 92.01' |
| C12 | 133.00' | 21°33'00" | N 86°48'13" E | 49.73' | 50.02' |
| C13 | 133.00' | 21°49'53" | S 71°30'19.5" E | 50.37' | 50.68' |
| C14 | 45.00' | 58°15'29" | S 74°17'37.5" E | 43.81' | 45.76' |
| C15 | 45.00' | 48°38'29" | S 20°20'38.5" E | 37.78' | 38.99' |
| C16 | 45.00' | 16°41'36" | S 36°49'05" E | 13.06' | 13.11' |
| C17 | 45.00' | 32°56'53" | N 11°59'50.5" W | 25.52' | 25.88' |

Pavloski Development
 Castle Rock Lake NEPCO Lake
 8024 Highway 80 South, Suite 4
 Neenah, Wisconsin 54956
 Office: 920-665-7771

Exhibit B

Clearwater Bay

condominium addendum #3

Part of the South Half of the Southwest Quarter of Section 31, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin and part of the Northeast Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin including Unit 2 of Clearwater Bay Condominium Addendum #2 as recorded in Volume 1 of Condominium Plats, Page 47 as Document number 2013R06567. Declaration of Condominium for Clearwater Bay Condominium, Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R11084. Clearwater Bay Condominium recorded in Volume 1 of Condominium Plats, Page 42 as Document number 2012R11085. Amended and Restated First Amendment to Declaration and Amendment to Declaration of Condominium for Clearwater Bay Condominium recorded as Document number 2013R06566.

NOTES:

Clearwater 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 "Domitor Lands"

Clearwater Bay Condominium is subject to a recorded Declaration of Restrictions for NEPCO Lake Owner's Association, Inc., recorded as the following documents: Declaration - Document number 2012R09007 Amended and Restated - Document no. 2012R11083 2nd Amended and Restated - 2013R03108

Clearwater Bay Condominium is subject to a recorded Declaration of Condominium for Clearwater Bay Condominium, Town of Saratoga, Wood County, Wisconsin, recorded as the following documents: Declaration - Document number 2012R11084 Condominium Plat - Document number 2012R11085 First Amendment - Document number 2013R03818 Addendum - Document number 2013R03819 Amended and Restated First Amendment and Amendment - Document number 2013R06566 Addendum #2 - Document number 2013R06567

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 Clearwater 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.

Unit 2 will be served by the designated private onsite wastewater treatment system area for Units 2-14 as shown on the Condominium Plat of Clearwater Bay. (Document number 2012R11085)

Units 17 through 27 will be served by the designated private onsite wastewater treatment system area for Unit 1 & Planned Future Units as shown on the Condominium Plat of Clearwater Bay. (Document number 2012R11085)

Unit 2 has been granted a variance from s.704.03(1)(B) Wood County Shoreland Zoning Ordinance to allow a zero lot line setback by the Wood County Board of Adjustment. This variance applies to the portion of Unit 2 within the Town of Saratoga and is applicable only adjacent to the South side of the North line of Section 6.

Unit 2 has been granted a variance from s.3.01 Town of Saratoga Building Code to allow a zero lot line setback. This variance applies to the portion of Unit 2 within the Town of Saratoga and is applicable only adjacent to the South side of the North line of Section 6.

The Residential Structure constructed on Unit 2 shall not be restricted to the 75' setback to the O.H.W.L. as shown hereon. Compliance with the Wood County Shoreland Zoning Ordinance #704 is required for the portion within Section 6, Town of Saratoga.

Unit 1 is restricted to no residential structures for human habitation.

The Private Road Easement as shown hereon, is for ingress and egress to adjoining lands in conjunction with all private roads within Clearwater Bay and all addenda. This easement is provided for the exclusive use of the adjoining property owner. See Document number 896053.

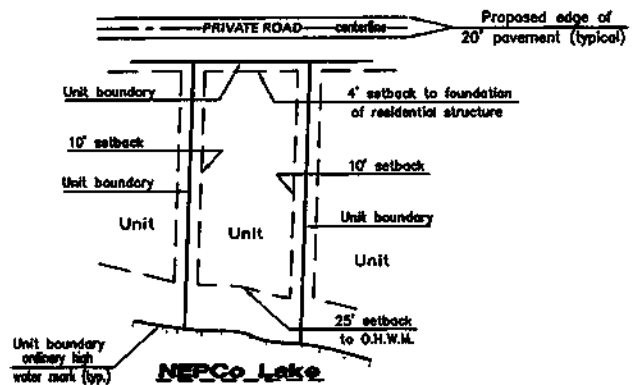
Lands contained within this plat are part of the territory subject to a Boundary Agreement between the Village of Port Edwards and the Town of Saratoga. During the 10 year term of this Agreement, the territory shall be in the Town. The Territory shall continue to be subject to only Village ordinances and regulations relating to land use and land development. These ordinances and regulations shall be administered and enforced by the Village, which shall have exclusive jurisdiction regarding such land use and land development matters. This Boundary Agreement has a delayed effective date of January 1, 2014 and shall terminate 10 years thereafter on December 31, 2023.

VILLAGE OF PORT EDWARDS

RESIDENTIAL STRUCTURE

TYPICAL BUILDING ENVELOPES AND SETBACKS

NOT TO SCALE



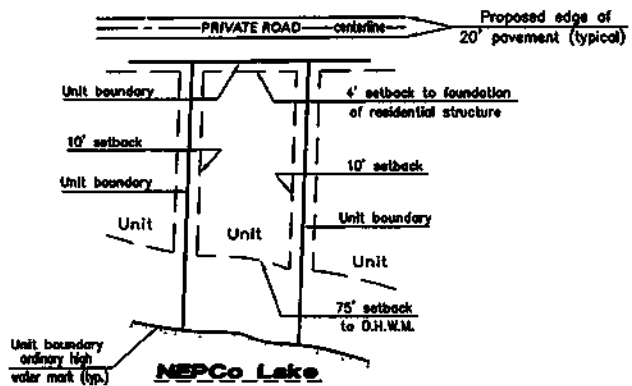
The building setbacks, as shown hereon are to the foundation of the residential structure constructed on any unit unless otherwise indicated. Rear yard setback is 25' to unit boundary line or the ordinary high water mark of NEPCo Lake.

TOWN OF SARATOGA

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.



Pauloski Development
Castle Rock Lake NEPCO Lake
10246 Highway 88 South, Suite 4
Neosho, Wisconsin 54606
Office/Fax: 920-585-7777

EXHIBIT C

CONSENT FORMS

CONSENT TO MERGE UNITS

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

The undersigned, GREAT NORTHERN TIMBER COMPANY, LLC, currently own Units 1, 2, 3, 15, 16, and 26 in Clearwater Bay, and hereby give their consent for ALBERT LORCH and KAREN LORCH to merge Units 24 and 25 into one (1) unit and an Amendment to the Clearwater Bay Condominium Declaration to that effect. Units 24 and 25 are adjoining Units both owned by ALBERT LORCH and KAREN LORCH, his wife.

Date: 7/10/17

Great Northern Timber Company, LLC

By: 

BRAD PAVLOSKI

CONSENT TO MERGE UNITS

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

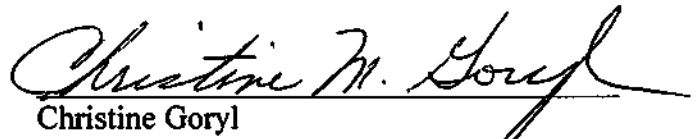
The undersigned, MICHAEL GORYL and CHRISTINE GORYL, currently own Unit 5 in Clearwater Bay, and hereby give their consent for ALBERT LORCH and KAREN LORCH to merge Units 24 and 25 into one (1) unit and an Amendment to the Clearwater Bay Condominium Declaration to that effect. Units 24 and 25 are adjoining Units both owned by ALBERT LORCH and KAREN LORCH, his wife.

Date: 7/10/2017



Michael Goryl

Date: 7/10/2017



Christine Goryl

CONSENT OF LENDER

The undersigned, Nekoosa Port Edwards State Bank, who currently has a real estate mortgage lien on Unit 5 in Clearwater Bay Condominium, hereby approves of the consent set forth above to merge Units 24 and 25 into one (1) unit.

No Mortgage

By: _____

* _____

Title: _____

CONSENT TO MERGE UNITS

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

The undersigned, MARY M. MANOR TRUST AGREEMENT And JEFFREY S. MANOR TRUST AGREEMENT, currently own Unit 7 in Clearwater Bay, and hereby give their consent for ALBERT LORCH and KAREN LORCH to merge Units 24 and 25 into one (1) unit and an Amendment to the Clearwater Bay Condominium Declaration to that effect. Units 24 and 25 are adjoining Units both owned by ALBERT LORCH and KAREN LORCH, his wife.

Mary M. Manor Trust Agreement

Date: June 30, 2017 By: Mary M. Manor
MARY M. MANOR, Trustee

Jeffrey S. Manor Trust Agreement

Date: June 30, 2017 By: Jeffrey S. Manor Trust
JEFFREY S. MANOR Trustee

CONSENT OF LENDER

The undersigned, Nekoosa Port Edwards State Bank, who currently has a real estate mortgage lien on Unit 7 in Clearwater Bay Condominium, hereby approves of the consent set forth above to merge Units 24 and 25 into one (1) unit.

9/1/17
[Signature]

By: [Signature]
* Robb N Sigler

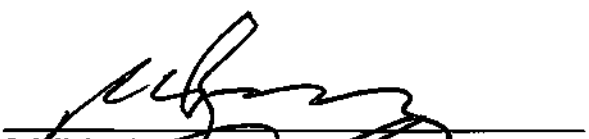
Title: President NPESB

CONSENT TO MERGE UNITS

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


The undersigned, J. MICHAEL REWEY and LINDA JANE REWEY, currently own Unit 11 in Clearwater Bay, and hereby give their consent for ALBERT LORCH and KAREN LORCH to merge Units 24 and 25 into one (1) unit and an Amendment to the Clearwater Bay Condominium Declaration to that effect. Units 24 and 25 are adjoining Units both owned by ALBERT LORCH and KAREN LORCH, his wife.

Date: 7-4-17



J. Michael Rewey

Date: 7/8/17



Linda Jane Rewey

CONSENT TO MERGE UNITS

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

The undersigned, RONALD SCHMIDT and DEBORAH SCHMIDT, currently own Unit 12 in Clearwater Bay, and hereby give their consent for ALBERT LORCH and KAREN LORCH to merge Units 24 and 25 into one (1) unit and an Amendment to the Clearwater Bay Condominium Declaration to that effect. Units 24 and 25 are adjoining Units both owned by ALBERT LORCH and KAREN LORCH, his wife.

Date: 7/1/17



Ronald Schmidt

Date: 7/1/17



Deborah Schmidt

CONSENT TO MERGE UNITS

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

The undersigned, STEPHEN WILSON and MEGAN WILSON, currently own Unit 14 in Clearwater Bay, and hereby give their consent for ALBERT LORCH and KAREN LORCH to merge Units 24 and 25 into one (1) unit and an Amendment to the Clearwater Bay Condominium Declaration to that effect. Units 24 and 25 are adjoining Units both owned by ALBERT LORCH and KAREN LORCH, his wife.

Date: 7/1/17



Stephen Wilson

Date: 6.30.17



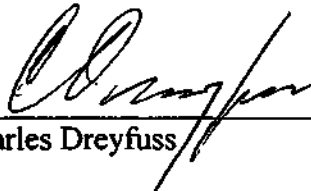
Megan Wilson

CONSENT TO MERGE UNITS

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

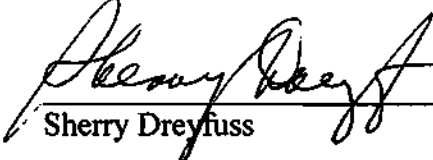
The undersigned, CHARLES DREYFUSS and SHERRY DREYFUSS, currently own Unit 18 in Clearwater Bay, and hereby give their consent for ALBERT LORCH and KAREN LORCH to merge Units 24 and 25 into one (1) unit and an Amendment to the Clearwater Bay Condominium Declaration to that effect. Units 24 and 25 are adjoining Units both owned by ALBERT LORCH and KAREN LORCH, his wife.

Date: 7.23.17



Charles Dreyfuss

Date: 7/23/17



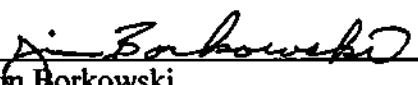
Sherry Dreyfuss

CONSENT TO MERGE UNITS

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

The undersigned, JIM BORKOWSKI, KATHLEEN BORKOWSKI, DANIELLE BORKOWSKI and NICOLE BORKOWSKI, currently own Unit 19 in Clearwater Bay, and hereby give their consent for ALBERT LORCH and KAREN LORCH to merge Units 24 and 25 into one (1) unit and an Amendment to the Clearwater Bay Condominium Declaration to that effect. Units 24 and 25 are adjoining Units both owned by ALBERT LORCH and KAREN LORCH, his wife.


Date: 7/12/17


Jim Borkowski


Date: 07-02-17


Kathleen Borkowski

Date: 07-05-17



Danielle Borkowski

Date: 7-5-17


Nicole Borkowski

CONSENT OF LENDER

The undersigned, Landmark Credit Union, who currently has a real estate mortgage lien on Unit 19 in Clearwater Bay Condominium, hereby approves of the consent set forth above to merge Units 24 and 25 into one (1) unit.

By: 

*Diane K Bilty

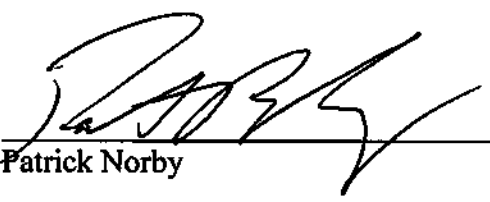
Title: Supervisor

CONSENT TO MERGE UNITS

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

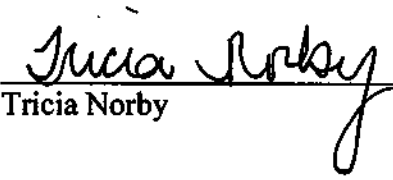
The undersigned, PATRICK NORBY and TRICIA NORBY, currently own Unit 21 in Clearwater Bay, and hereby give their consent for ALBERT LORCH and KAREN LORCH to merge Units 24 and 25 into one (1) unit and an Amendment to the Clearwater Bay Condominium Declaration to that effect. Units 24 and 25 are adjoining Units both owned by ALBERT LORCH and KAREN LORCH, his wife.

Date: 6-30-17



Patrick Norby

Date: 6-30-17



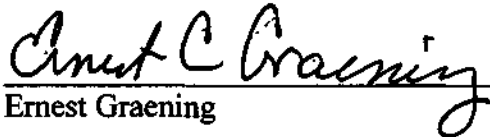
Tricia Norby

CONSENT TO MERGE UNITS

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

The undersigned, ERNEST GRAENING, currently owns Unit 22 in Clearwater Bay, and hereby gives his consent for ALBERT LORCH and KAREN LORCH to merge Units 24 and 25 into one (1) unit and an Amendment to the Clearwater Bay Condominium Declaration to that effect. Units 24 and 25 are adjoining Units both owned by ALBERT LORCH and KAREN LORCH, his wife.

Date: 7/3/2016 ~~2016~~ 2017


Ernest Graening

CONSENT TO MERGE UNITS

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

The undersigned, JOSEPH RUSZKOWSKI and NADINE RUSZKOWSKI, currently own Unit 23 in Clearwater Bay, and hereby give their consent for ALBERT LORCH and KAREN LORCH to merge Units 24 and 25 into one (1) unit and an Amendment to the Clearwater Bay Condominium Declaration to that effect. Units 24 and 25 are adjoining Units both owned by ALBERT LORCH and KAREN LORCH, his wife.

Date: 7/8/17

Joseph Ruszkowski
Joseph Ruszkowski

Date: 7/8/17

Nadine Ruszkowski
Nadine Ruszkowski

CONSENT OF LENDER

The undersigned, Paper City Savings Association, who currently has a real estate mortgage lien on Unit 20 in Clearwater Bay Condominium, hereby approves of the consent set forth above to merge Units 24 and 25 into one (1) unit.

PAPER CITY BANK

By: Dave Cooper

*Dave Cooper

Title: Asst. Vice-President.

CONSENT TO MERGE UNITS

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

The undersigned, ALBERT LORCH and KAREN LORCH, currently own Units 24 and 25 in Clearwater Bay, and hereby give their consent for ALBERT LORCH and KAREN LORCH to merge Units 24 and 25 into one (1) unit and an Amendment to the Clearwater Bay Condominium Declaration to that effect. Units 24 and 25 are adjoining Units both owned by ALBERT LORCH and KAREN LORCH, his wife.

Date: 6/30/17


Albert Lorch

Date: June 30, 2017

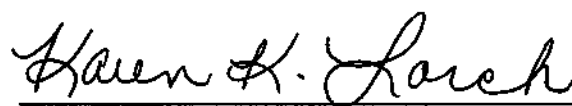
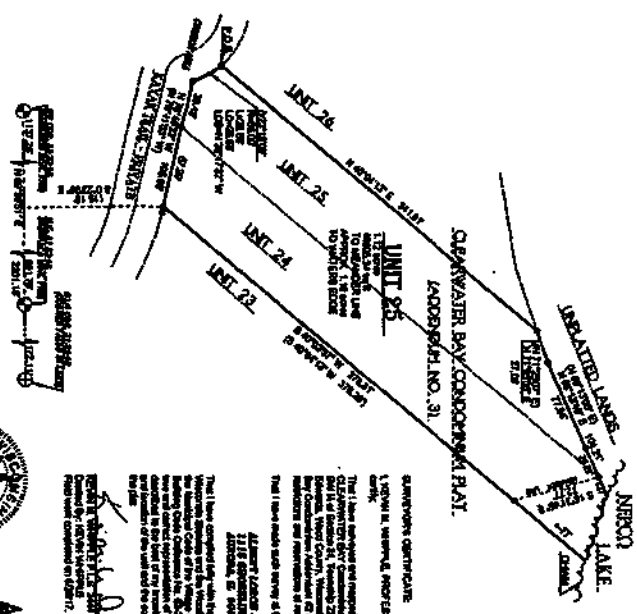
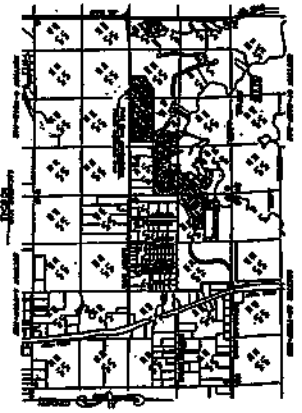

Karen Lorch

Exhibit D

CLEARWATER BAY

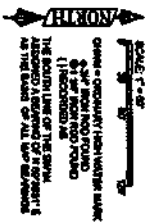
CONDOMINIUM DEVELOPMENT



OWNER'S CERTIFICATE

I, **ALBERT LORCH JR.**, owner of the above described land, hereby certify that the same is being conveyed to the owner of the same as shown on the plat hereto attached, and that the same is being conveyed to the owner of the same as shown on the plat hereto attached, and that the same is being conveyed to the owner of the same as shown on the plat hereto attached.

Albert Lorch Jr.
 Albert Lorch Jr.
 1118 S. GARDNER STREET
 AURORA, IL 60004



OWNER'S CERTIFICATE
 I, the undersigned, being the owner of the above described land, hereby certify that the same is being conveyed to the owner of the same as shown on the plat hereto attached, and that the same is being conveyed to the owner of the same as shown on the plat hereto attached.

OWNER'S CERTIFICATE
 I, the undersigned, being the owner of the above described land, hereby certify that the same is being conveyed to the owner of the same as shown on the plat hereto attached, and that the same is being conveyed to the owner of the same as shown on the plat hereto attached.

OWNER'S CERTIFICATE
 I, the undersigned, being the owner of the above described land, hereby certify that the same is being conveyed to the owner of the same as shown on the plat hereto attached, and that the same is being conveyed to the owner of the same as shown on the plat hereto attached.