

DECLARATION OF CONDOMINIUM
FOR
NORTH BEACH AT NEPCO LAKE
CONDOMINIUM



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

(Parcel Identification Number)

DECLARATION OF CONDOMINIUM

FOR

NORTH BEACH AT NEPCO LAKE 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 North Beach at Nepco Lake Condominium (“Condominium”). The Condominium’s address shall be Nepco Lake Road, in the Town of Grand Rapids and Village of Port Edwards, Wood County, Wisconsin.

NO BUILDING OR IMPROVEMENT TO A UNIT SHALL BE CONSTRUCTED WITHOUT THE PRIOR WRITTEN CONSENT OF: (1) THE CONDOMINIUM ARCHITECTURAL CONTROL COMMITTEE AS SET FORTH IN SECTION 18 OF THIS DECLARATION, AND (2) THE ARCHITECTURAL CONTROL COMMITTEE AS SET FORTH IN THE AMENDED AND RESTATED DECLARATION OF RESTRICTIONS FOR THE NEPCO LAKE OWNER’S ASSOCIATION, INC .

1. DESCRIPTION OF LAND

The land which is the subject of this Declaration is located in the Town of Grand Rapids and Village of Port Edwards, 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 North Beach at Nepco Lake 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 the purpose of (i) establishing an architectural control committee to enforce protective covenants and restrictions to ensure that all developments of the Declarant and its affiliates around Nepco Lake shall become and remain an attractive residential community; (ii) to preserve and maintain the natural beauty of the land developments within the residential community; (iii) to insure the most appropriate development and improvement of each condominium unit or subdivision lot within the residential community; (iv) to guard against the erection thereon of poorly designed or proportioned structures; (v) to obtain harmonious improvements and use of material and color schemes; (vi) to insure the highest and best residential development of the condominium units and subdivision lots; (vii) to encourage and secure the construction of attractive residential structures and landscaping thereon; and (viii) to adopt 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 Grand Rapids and/or Village of Port Edwards, 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 14 Units identified on the Condominium Plat attached hereto as Exhibit B. Each Unit has a numeric designation. The approximate area, location, and immediate common areas to which the Units have access are shown on the Condominium Plat attached to this Declaration as Exhibit B.

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

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

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

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

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

5. DESCRIPTION OF COMMON ELEMENTS

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

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

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

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

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

E. 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.

C. Use of the area identified as “Limited Common Area” on the Plat is reserved exclusively for Units 5 through 11 inclusive, for access to Nepco Lake and pier rights. The establishment and use of any piers or boat slips in the Limited Common Area is subject to all state and local regulations. Any assessments associated with the use of the Limited Common Area shall be paid by the owners of Units 5 through 11 inclusive.

7. UNIT VALUE: COMMON ELEMENT OWNERSHIP AND VOTING

Each Unit and its owner shall have a 1/14th 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, or by separating Unit 3 as set forth in Section 20(I) of this Declaration. 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 15. 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 add all or a portion of the lands described on Exhibit C as common areas as alternate sites for the private on-site wastewater treatment system for the Condominium.

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. The Declarant reserves the right to limit the voting rights and liability for Common Expenses associated with expansion for the non-residential Unit.

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 (except for future Unit 15, which may be used as a pump house). Any buildings to be constructed by a Unit Owner (other than the pump house building on future Unit 15) are intended for and restricted as 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 Grand Rapids, and/or Village of Port Edwards, and/or Wood County, Wisconsin, and/or the State of 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 Grand Rapids and Village of Port Edwards 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.

13. AMENDMENT OF DECLARATION

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

14. **ADDITIONAL RIGHTS OF LENDERS**

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

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

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

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

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

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

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

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

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

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

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

15. **PAYMENT OF COMMON EXPENSES**

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

16. RENTAL OF UNITS

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

17. STATUTORY RESERVE ACCOUNT STATEMENT

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

18. PROTECTIVE COVENANTS AND RESTRICTIONS

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

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

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 herein.

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

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

(2) The exterior of all structures must be brick, stone, cedar, log, LP smart siding, cement board siding, James Hardie HardiePlank, or similar siding per Architectural Control Committee approval. Window trim must be 4-8" in width. 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 of living space on the main floor. Each Unit is limited to a maximum impervious surface of not more than 30% of the Unit's land area. Living space is determined by the outside dimensions (exclusive of garages, porches, patios, breezeways, sun rooms and similar additions) of the exterior walls of above grade finished living space. In no event shall floor space which is partially or completely below finished yard grade be counted for purposes of determining minimum square footage of living space. The minimum square footage shall be determined as of the time of initial construction, and shall not consider or include unfinished areas or future additions. All homes shall include an attached two (2) or three (3) stall garage with a maximum of 700 square feet. Units 7, 8, 9, 13, and 14 may not have more than two (2) bedrooms. Units 1 and 12 may not have more than four (4) bedrooms. All other Units 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.

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

(4) The plans and specifications submitted to the ACC, and thereafter all improvements to be constructed on a Unit, shall comply fully with the Wood County Shoreland Zoning Ordinance. Each Unit owner prior to any construction shall contact the Wood County Zoning Department to determine what permits may be required prior to any earth moving or grading activities.

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. Notwithstanding the foregoing, any structures existing on a Unit on the date of this Declaration may be rebuilt, converted, altered, repaired, or renovated.

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 Grand Rapids and/or Village of Port Edwards.

(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, an impervious surface limitation of not more than 30% of a Unit's total land area, 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. Construction dumpsters must be covered. 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 covered containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall comply with all local, state, and/or other regulations.

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 by the First Amendment to Declaration and Agreement of Restrictive Covenants dated April 11, 2012, and recorded with the Wood County Register of Deeds Office on April 20, 2012 as Document No. 2012R04008 (“Restrictive Covenants”). Declarant hereby discloses that each Unit in the condominium is subject to the terms of the Restrictive Covenants and Waiver of Claims, which are perpetual in nature and run with the Land, each Unit, and the common elements of the condominium.

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

- (i) No person shall be permitted to install, on any portion of the Land, an individual septic system (other than the approved community onsite wastewater treatment system located within the common elements); and
- (ii) No person shall spray, discharge, or dump chemicals of any kind into Nepco Lake or nearby drainage areas, nor shall any person draw water from Nepco Lake for any reason whatsoever including, but not limited to, irrigation or residential use.
- (iii) The acquisition of the Unit or any portion thereof by any person shall be deemed the irrevocable ratification, agreement, and consent to the terms of the foregoing restrictions by such person and shall be binding upon such person.

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

- (i) Domtar (and its successors or assigns, as applicable) has the discretionary right to draw down and vary the Nepco Lake water levels, including, without limitation, the right from time to time to withdraw, use, consume and return the water from or to Nepco Lake or the tributaries thereof;
- (ii) Domtar (and its successors or assigns, as applicable) has the discretionary right to undertake activities affecting Nepco Lake and the tributaries thereof that are related to the operations of Domtar (or its successors or assigns, as applicable) at its paper mills in the vicinity of Nepco Lake (or such other operations as may be conducted by Domtar on its property located in the vicinity of Nepco Lake), such as dredging, maintenance, beaver trapping, management of settling ponds, repair and replacement of intake pipes and related activities (collectively, the “Operational Activities”);

- (iii) Each Unit owner in the condominium, and the future purchasers, tenants, occupants and users of the Unit or common elements, or any portion thereof, shall not interfere in any way with the withdrawal, use, consumption or return of water from or to Nepco Lake or the tributaries thereof or the Operational Activities by Domtar (or its successors or assigns, as applicable), and shall not challenge or interfere with any permits or approvals of Domtar (or its successors or assigns, as applicable) related to the Operational Activities or the withdrawal, use, consumption or return of water from or to Nepco Lake or the tributaries thereof;
- (iv) Each Unit owner in the condominium and all future purchasers, tenants, occupants and users of the Unit or common elements, or any portion thereof, hereby waive any and all claims and causes of action, known or unknown, existing or not yet existing, against Domtar, its successors and assigns in any way related to (i) the water levels of Nepco Lake (including low lake levels and flooding) or the tributaries thereof, (ii) the use of Nepco Lake or the tributaries thereof for recreational activities, (iii) the condition or use of the settling ponds, dams, levees, boat landing and other improvements and features of Nepco Lake, the tributaries thereof and the adjacent lands owned by Domtar (or its successors or assigns, as applicable), and/or (iv) any of the Operational Activities of Domtar or its successors or assigns affecting Nepco Lake or the tributaries thereof. The foregoing waiver shall include, but not be limited to, claims of public nuisance and trespass; and
- (v) The acquisition of a Unit or any portion thereof by any person shall be deemed the irrevocable ratification, agreement, and consent to the terms of the foregoing waivers and agreement by such person and shall be binding upon such person, their successors, and assigns.
- (vi) Subject to the terms and conditions of the Waiver, each Unit owner in the condominium, and its successors and assigns, and the general public, shall have the right to the use and enjoyment of Nepco Lake for recreational purposes.
- (vii) Each Unit owner further acknowledges that the Waiver of Claims may be pleaded by Domtar (or its successors or assigns) as a complete defense to any action or proceeding that may be brought or instituted against Domtar concerning the subject matter hereof.
- (viii) The restrictions contained in the Waiver of Claims shall be perpetual and shall run with the Land.
- (ix) Additionally, and in no way in limitation of the foregoing, each Unit owner acknowledges and expressly agrees that Domtar, its successors or assigns shall have the right, at the sole cost of the fee simple titleholder of a Unit in the condominium, to enter upon the Unit and common elements and use reasonable force to cure any violation of the Waiver of Claims and Restrictive Covenants.

Each Unit owner and the Association hereby agree 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 Restrictive Covenants, 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 Grand Rapids and/or 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. Each Unit Owner is advised to consult NR 151 of the Wisconsin Administrative Code, as amended, for wetland restrictions.

BB. **Water Retention Areas.** A portion of Units 2, 3, 4 and 11 contain water retention areas for the benefit of the entire Condominium. The water retention areas have been created to assist in the flow and detention of surface and storm water in the Condominium. The water retention areas are not intended to be used for swimming or recreational facilities, and any use of the water retention areas for such use is strictly prohibited. Any person entering into or using the water retention areas either intentionally or accidentally do so at their own risk. By purchase of a Unit in the Condominium, each Unit owner and its respective successors, assigns, heirs, personal representatives, and invitees hereby waive, to the fullest extent permitted by law, any and all claims for liability against the Declarant, the Association, and any Unit owners whose Unit contains a water retention area, and their respective agents, contractors, employees, officers, directors and shareholders, for injury or damage to person or property sustained in or about or resulting from the use or existence of the water retention areas.

CC. **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.

DD. **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 Grand Rapids, Village of Port Edwards 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.

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

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

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

(3) Damage Caused by Unit Owners. To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant, or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant, or occupant of a Unit, or

the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof) or (iii) the Association must restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owner of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

E. Common Expenses. Any and all expenses incurred by the Association in connection with the management, maintenance, repair, and replacement of the Condominium, maintenance of the Common Elements and other areas described in this Section, and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: the community septic system, landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services provided to the Common Elements; and maintenance and management salaries and wages. Notwithstanding the foregoing, any assessments associated with the use of the Limited Common Area shall be paid by the owners of Units 5 through 11 inclusive.

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 the purpose of (i) establishing an architectural control committee to enforce protective covenants and restrictions to ensure that all developments of the Declarant and its affiliates around Nepco Lake shall become and remain an attractive residential community; (ii) to preserve and maintain the natural beauty of the land developments within the residential community; (iii) to insure the most appropriate development and improvement of each condominium unit or subdivision lot within the residential community; (iv) to guard against the erection thereon of

poorly designed or proportioned structures; (v) to obtain harmonious improvements and use of material and color schemes; (vi) to insure the highest and best residential development of the condominium units and subdivision lots; (vii) to encourage and secure the construction of attractive residential structures and landscaping thereon; and (viii) to adopt 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, as amended and restated by an Amended and Restated Declaration of Restrictions for Nepco Lake Owner's Association, Inc., recorded as Document No. 2012R11083. 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. Merger and Separation of Units. Pursuant to Section 703.13(8) of the Act, a Unit owner or Unit owners may merge two (2) or more adjoining Units into a single Unit. No Unit owner shall have the right to separate Units into two (2) or more Units other than the Declarant, which shall have the right to separate the lands containing the pump house on Unit 3 from Unit 3 in accordance with Section 703.13(7) of the Act.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this 26 day of March, 2013.

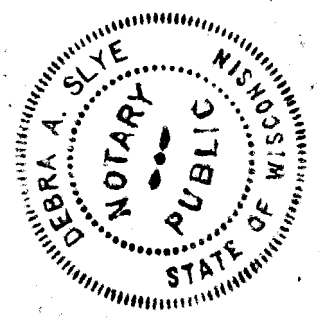
Great Northern Timber Company, LLC

By: [Signature] Brad Pavloski
Title: member, Member

STATE OF WISCONSIN)
) ss
COUNTY OF Dane

Personally came before me this 26 day of March, 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.

[Signature] Debra Slye
Notary Public - State Of Wisconsin
My commission expires: 2-26-17



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

EXHIBIT A
Legal Description

Lot 2 of Wood County Certified Survey Map number 9588 as recorded in Volume 34 of Survey Maps on Page 88 as Document number 2013R02615. Located in the Southeast Quarter of the Northwest Quarter of Section 32, Township 22 North, Range 6 East, Town of Grand Rapids, and the Northeast Quarter of the Southwest Quarter of Section 32, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin.

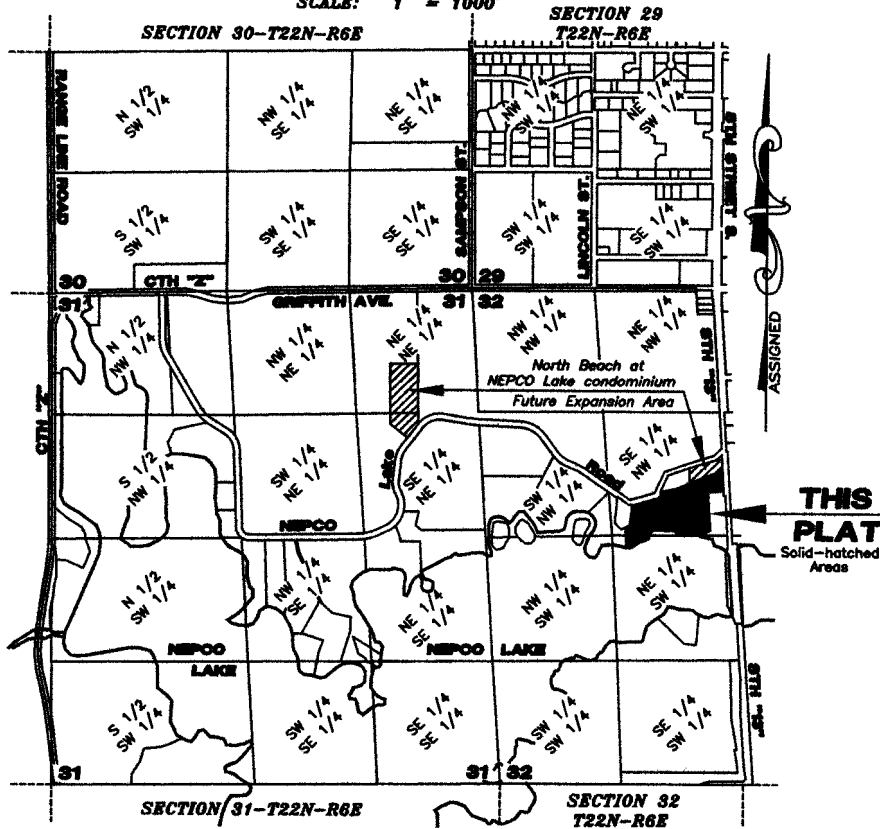
EXHIBIT B
Condominium Plat

(See Attached)

North Beach at NEPCO Lake condominium

Lot 2 of Wood County Certified Survey Map number 9589 as recorded in Volume 34 of Survey Maps on Page 88 as Document number 2013R02615. Located in the Southeast Quarter of the Northwest Quarter of Section 32, Township 22 North, Range 6 East, Town of Grand Rapids, and the Northeast Quarter of the Southwest Quarter of Section 32, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin.

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 Port Edwards and Ordinance No. 52 of the Town of Grand Rapids; 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 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 S-2441

Call File C:\pavloski\NEPCO Lake
 Field Book File, Page File

Pavloski Development
 Castle Rock Lake NEPCO Lake
2015 Highway 69 South, Suite 4
 Port Edwards, Wisconsin 54682
 Office: 608-281-1177

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

COUNTY OF WOOD:

The County of Wood does hereby certify that this Condominium Plat of North Beach at NEPCO Lake 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 _____

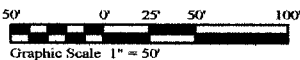
North Beach at NEPCO Lake condominium

Lot 2 of Wood County Certified Survey Map number 9588 as recorded in Volume 34 of Survey Maps on Page 88 as Document number 2013R02615. Located in the Southeast Quarter of the Northwest Quarter of Section 32, Township 22 North, Range 6 East, Town of Grand Rapids, and the Northeast Quarter of the Southwest Quarter of Section 32, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin.

Curve Data Table					
Number	Radius	Delta Angle	Chord Bearing	Chord	Length
C1	40.00'	202°25'12"	N 88°29'29" E	78.47'	141.32'
C2	480.00'	18°43'45"	N 56°38'45.5" E	156.21'	156.91'
C3	120.00'	44°50'51"	N 43°35'12.5" E	91.55'	93.93'
C4	120.00'	26°10'26"	N 80°17'04" E	54.34'	54.82'
C5	80.00'	37°24'30"	N 85°54'06" E	51.31'	52.23'
C6	120.00'	49°27'57"	N 79°52'22.5" E	100.41'	103.60'
C7	113.00'	81°07'56"	S 84°17'38" E	146.97'	160.01'
C8	40.00'	223°42'33"	N 84°25'03.5" E	74.25'	156.18'
C9	40.00'	111°21'17"	S 45°58'33.5" E	66.07'	77.74'
C10	40.00'	91°03'55"	N 32°48'50.5" E	57.09'	63.58'
C11	480.00'	8°10'56"	N 51°22'21" E	68.49'	68.55'
C12	480.00'	9°05'25"	N 60°00'31.5" E	76.08'	76.16'
C13	480.00'	1°27'24"	N 65°16'56" E	12.20'	12.20'
C14	120.00'	3°15'22"	N 64°22'57" E	6.82'	6.82'
C15	120.00'	41°35'29"	N 41°57'31.5" E	85.21'	87.11'
C16	120.00'	7°32'19"	N 89°36'07.5" E	15.78'	15.79'
C17	120.00'	18°38'07"	N 76°30'54.5" E	38.86'	39.03'
C18	80.00'	35°19'36"	N 84°51'40" E	48.55'	49.32'
C19	80.00'	2°04'52"	S 76°26'05" E	2.91'	2.91'
C20	120.00'	45°29'20"	N 81°51'41" E	92.79'	95.27'
C21	120.00'	3°58'37"	N 57°07'42.5" E	8.33'	8.33'
C22	113.00'	60°47'34"	N 85°32'11" E	114.35'	119.90'
C23	113.00'	20°20'22"	S 53°53'51" E	39.90'	40.11'
C24	40.00'	5°08'22"	S 13°42'09" W	3.59'	3.59'
C25	40.00'	62°17'32"	S 20°00'48" E	41.38'	43.49'
C26	40.00'	50°54'04"	S 76°36'36" E	34.38'	35.54'
C27	40.00'	54°57'13"	N 50°27'45.5" E	36.91'	38.36'
C28	40.00'	50°25'22"	N 02°13'32" W	34.08'	35.20'

Pavloski Development
Castle Rock Lake NEPCO Lake
P.O. Box 100, Port Edwards, WI 54652
Cell: 608-360-7177

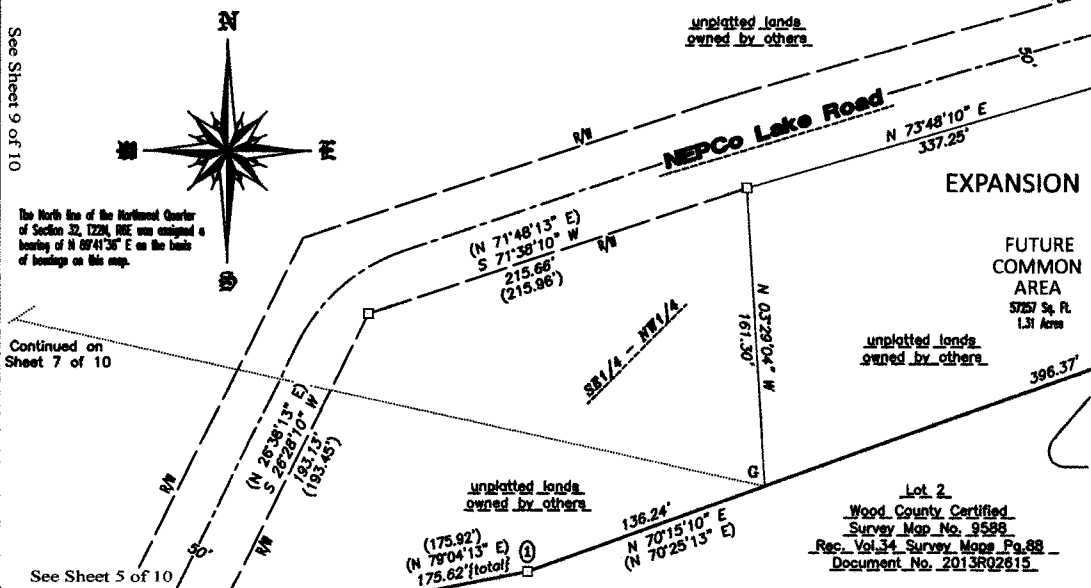
Unit Area Table			
Number	Area to Meander Line	Total Area±	
Unit 1	28817 Sq. Ft. 0.66 Acres	30467 Sq. Ft. 0.70 Acres	
Unit 2	12177 Sq. Ft. 0.28 Acres	17895 Sq. Ft. 0.41 Acres	
Unit 3	12863 Sq. Ft. 0.30 Acres	19108 Sq. Ft. 0.44 Acres	
Unit 4	10518 Sq. Ft. 0.24 Acres	16740 Sq. Ft. 0.38 Acres	
Unit 5	7443 Sq. Ft. 0.17 Acres	11880 Sq. Ft. 0.27 Acres	
Unit 6	5572 Sq. Ft. 0.13 Acres	9625 Sq. Ft. 0.22 Acres	
Unit 7	8911 Sq. Ft. 0.20 Acres	11015 Sq. Ft. 0.25 Acres	
Unit 8	9376 Sq. Ft. 0.22 Acres	12995 Sq. Ft. 0.30 Acres	
Unit 9	10244 Sq. Ft. 0.24 Acres	13739 Sq. Ft. 0.32 Acres	
Unit 10	17896 Sq. Ft. 0.41 Acres	21522 Sq. Ft. 0.49 Acres	
Unit 11	23980 Sq. Ft. 0.55 Acres	27635 Sq. Ft. 0.63 Acres	
Unit 12	19725 Sq. Ft. 0.45 Acres	34251 Sq. Ft. 0.79 Acres	
Unit 13	15453 Sq. Ft. 0.35 Acres	28894 Sq. Ft. 0.66 Acres	
Unit 14	14236 Sq. Ft. 0.33 Acres	28971 Sq. Ft. 0.66 Acres	



LEGEND:

- ⊕ - Harrison cast iron monument, found
- ⊕ - Chiseled Cross in concrete, found
- ⊕ - 1 1/4" O.D. round iron pipe, found
- ⊕ - 1" O.D. round iron pipe, found
- ⊕ - 3/4" round iron rod with plastic cap, found
- ⊕ - Masonry nail (M.A.G.), 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

NOTE: SEE DECLARATIONS FOR INFORMATION REGARDING FUTURE EXPANSION



See Sheet 9 of 10

Continued on Sheet 7 of 10

See Sheet 5 of 10

See Sheet 3 of 10

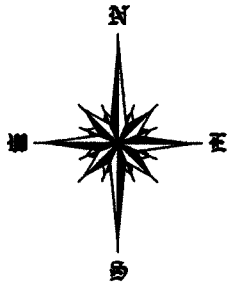
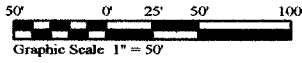
The North line of the Northwest Quarter of Section 32, T22N, R06E was assigned a bearing of N 89°41'36" E on the basis of bearings on this map.

Lot 2
Wood County Certified
Survey Map No. 9588
Rec. Vol. 34, Survey Maps Pg. 88
Document No. 2013R02615

North Beach at NEPCO Lake

condominium

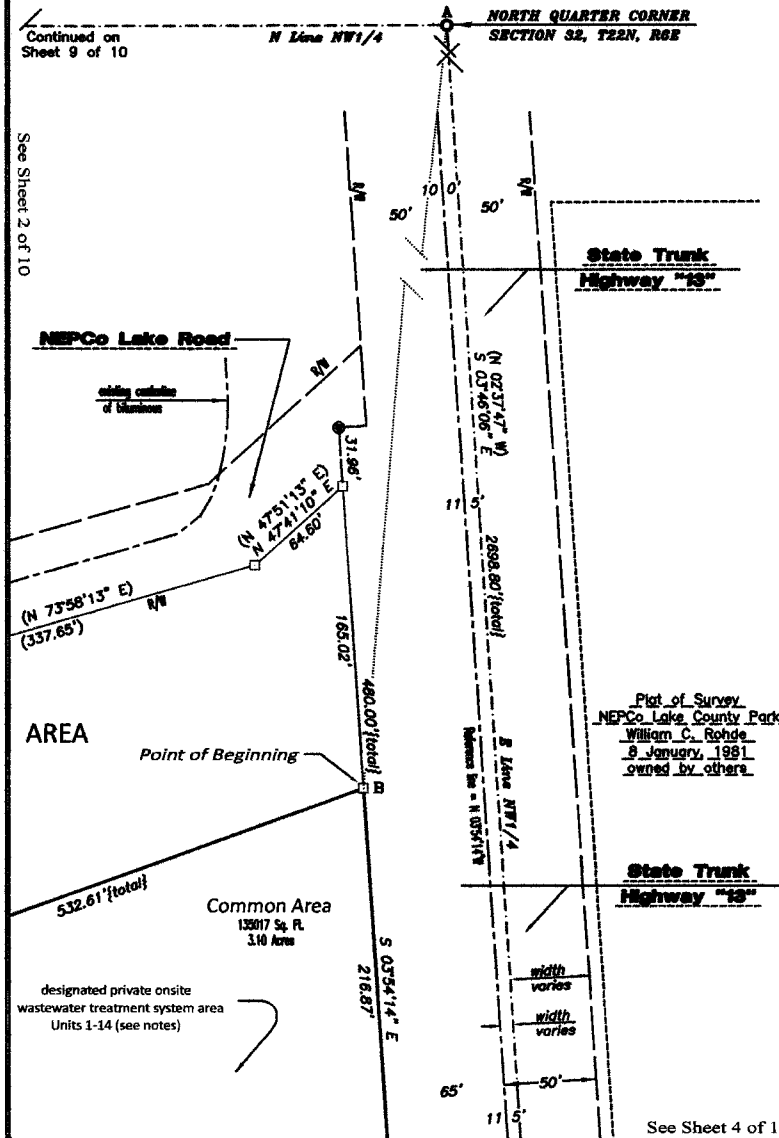
Lot 2 of Wood County Certified Survey Map number 9588 as recorded in
Volume 34 of Survey Maps on Page 88 as Document number 2013R02615.
Located in the Southeast Quarter of the Northwest Quarter of Section 32, Township 22 North, Range 6 East, Town of Grand Rapids, and the
Northeast Quarter of the Southwest Quarter of Section 32, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin.



Pavloski Development

Castle Rock Lake NEPCO Lake

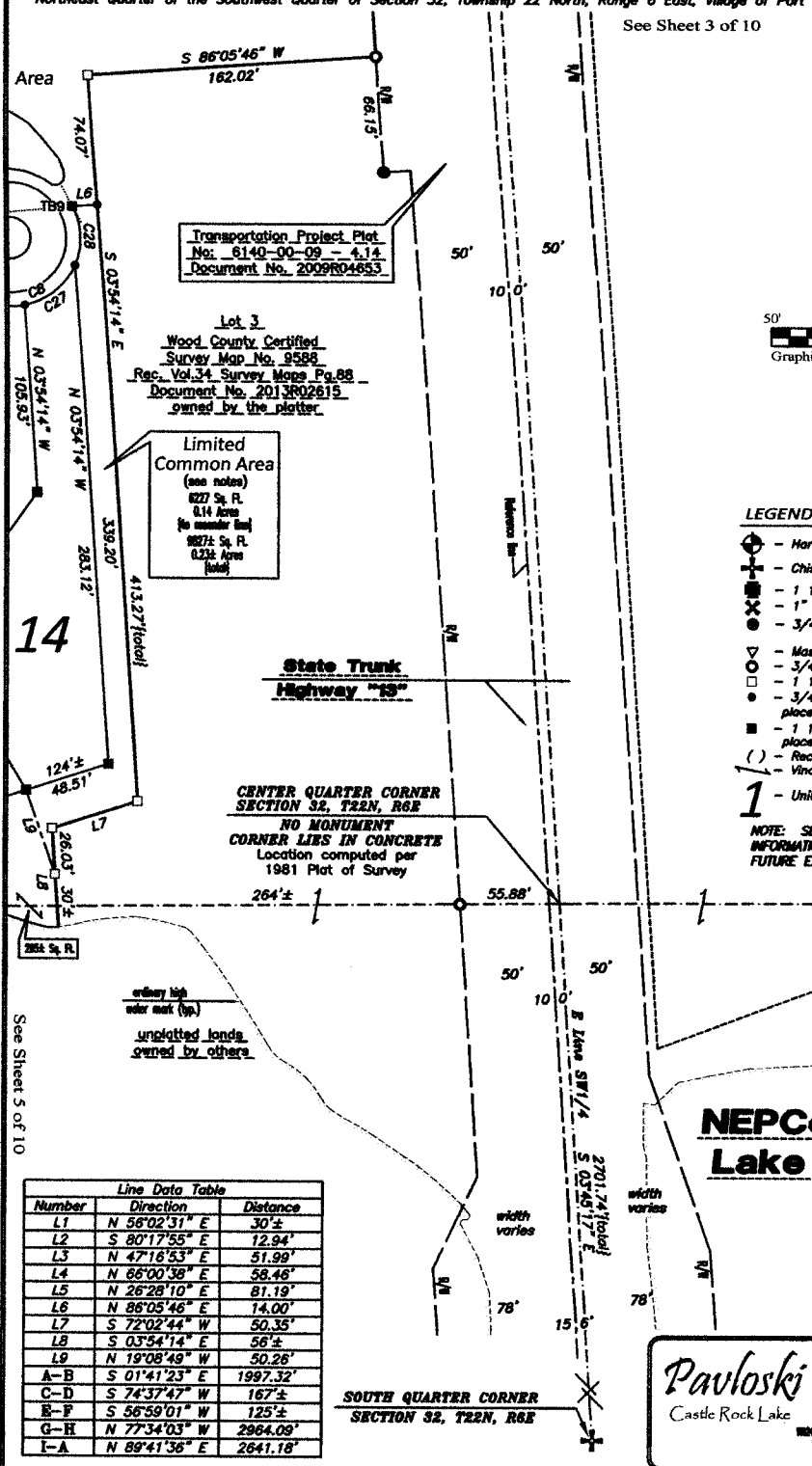
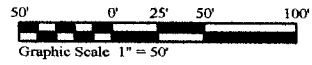
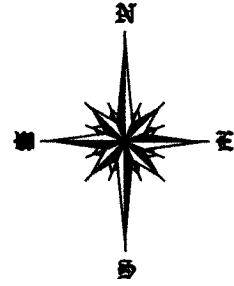
NEPCO Highway 15 Sub. Site 4
North, Range 6E
City/Co: W-25-777



North Beach at NEPCO Lake condominium

Lot 2 of Wood County Certified Survey Map number 9588 as recorded in Volume 34 of Survey Maps on Page 88 as Document number 2013R02615. Located in the Southeast Quarter of the Northwest Quarter of Section 32, Township 22 North, Range 6 East, Town of Grand Rapids, and the Northeast Quarter of the Southwest Quarter of Section 32, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin.

See Sheet 3 of 10



Transportation Project Plot
No. 8140-00-09 - 4.14
Document No. 2009RD4653

Lot 3
Wood County Certified
Survey Map No. 9588
Rec. Vol. 34 Survey Maps Pg. 88
Document No. 2013R02615
owned by the plotter.

Limited
Common Area
(see notes)
6227 Sq. Ft.
0.14 Acres
(to remainder line)
88274 Sq. Ft.
0.234 Acres
(total)

State Trunk
Highway #55

CENTER QUARTER CORNER
SECTION 32, T22N, R6E
NO MONUMENT
CORNER LIES IN CONCRETE
Location computed per
1981 Plat of Survey

LEGEND:

- ⊕ - Harrison cast iron monument, found
- ⊕ - Chiseled Cross in concrete, found
- - 1 1/4" O.D. round iron pipe, found
- - 1" O.D. round iron pipe, found
- - 3/4" round iron rod with plastic cap, found
- △ - Masonry nail (M.A.G.), 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

NOTE: SEE DECLARATIONS FOR INFORMATION REGARDING FUTURE EXPANSION

14

See Sheet 5 of 10

Number	Direction	Distance
L1	N 56°02'31" E	30'±
L2	S 80°17'55" E	12.94'
L3	N 47°16'53" E	51.99'
L4	N 88°00'38" E	58.46'
L5	N 26°28'10" E	81.19'
L6	N 88°05'46" E	14.00'
L7	S 72°02'44" W	50.35'
L8	S 03°54'14" E	56'±
L9	N 19°08'49" W	50.26'
A-B	S 01°41'23" E	1997.32'
C-D	S 74°37'47" W	167'±
E-F	S 56°59'01" W	125'±
G-H	N 77°34'03" W	2964.09'
I-A	N 89°41'36" E	2641.18'

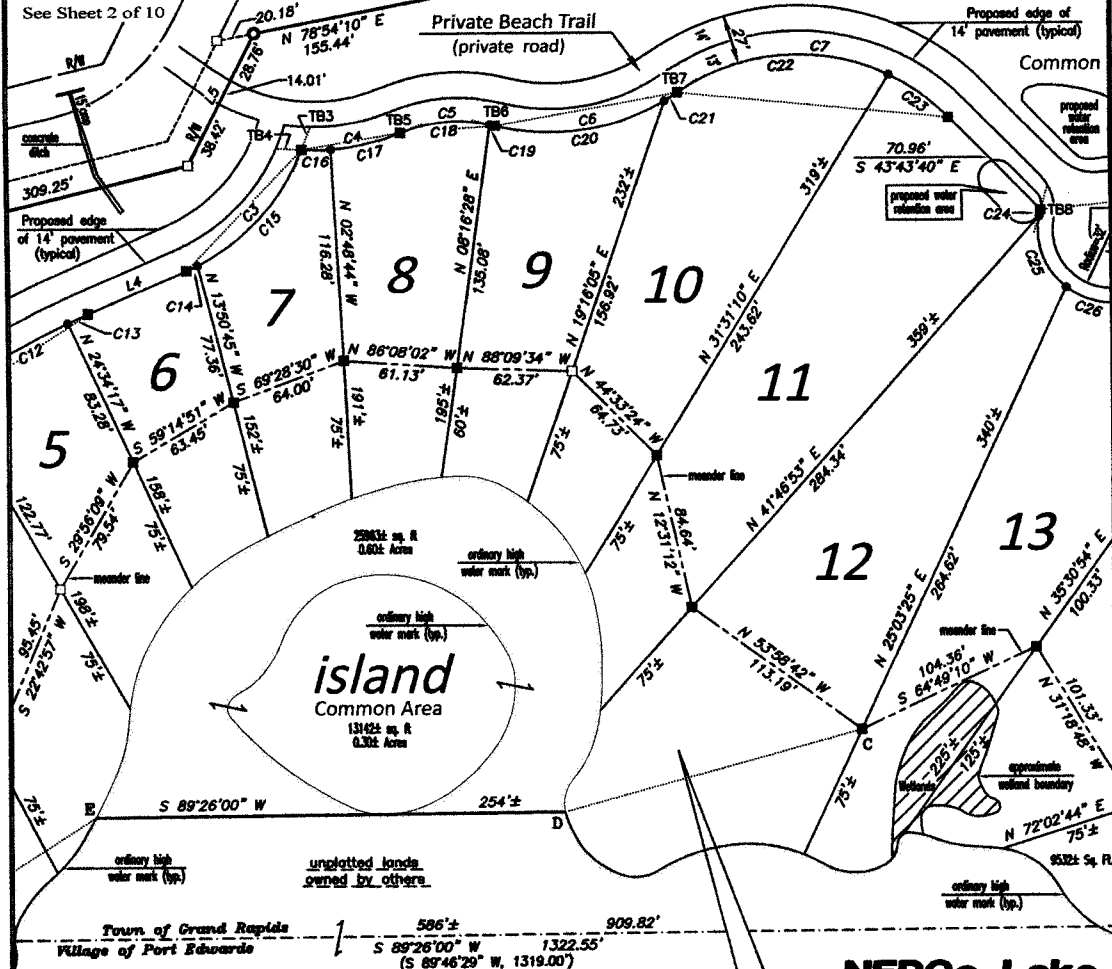
SOUTH QUARTER CORNER
SECTION 32, T22N, R6E

Pavloski Development
Castle Rock Lake NEPCO Lake
1984 Blaine St. Suite 4
Port Edwards, WI 54652
Office: 608-25-7111

North Beach at NEPCO Lake condominium

Lot 2 of Wood County Certified Survey Map number 9588 as recorded in Volume 34 of Survey Maps on Page 88 as Document number 2013R02615.
Located in the Southeast Quarter of the Northwest Quarter of Section 32, Township 22 North, Range 6 East, Town of Grand Rapids, and the Northeast Quarter of the Southwest Quarter of Section 32, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin.

See Sheet 2 of 10



**North Beach
at NEPCO Lake**

Units 1-14

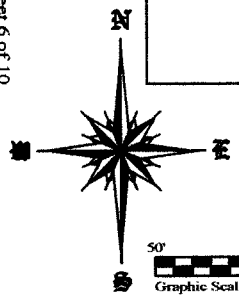
335875 Sq. Ft.	461676± Sq. Ft.
7.71 Acres	10.60± Acres
{to meander line}	{total}

NEPCo Lake

Elevation = 675.5' (11 April, 2011)
 Road/High Water Elevation = 510'
 Approx. Low Water Elevation = 671'
 U.S.G.S. { N.A.V.D. 1988 }

See Sheet 6 of 10

See Sheet 4 of 10



Pavloski Development

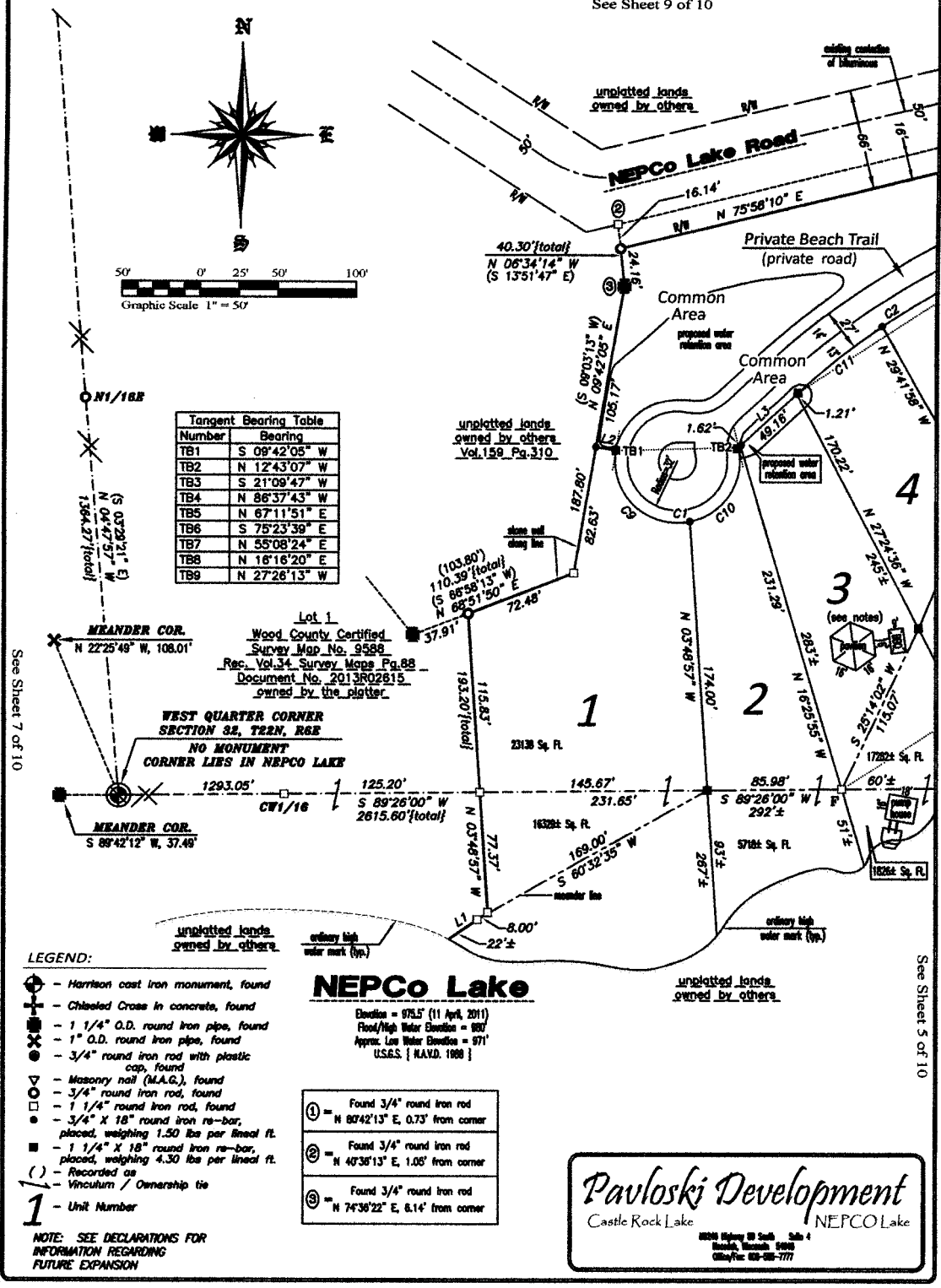
Castle Rock Lake NEPCO Lake

1820 Highway 20 South, Suite 4
 Kaukauna, Wisconsin 54909
 Office/Phone: 920-560-7771

North Beach at NEPCO Lake condominium

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See Sheet 9 of 10



See Sheet 7 of 10

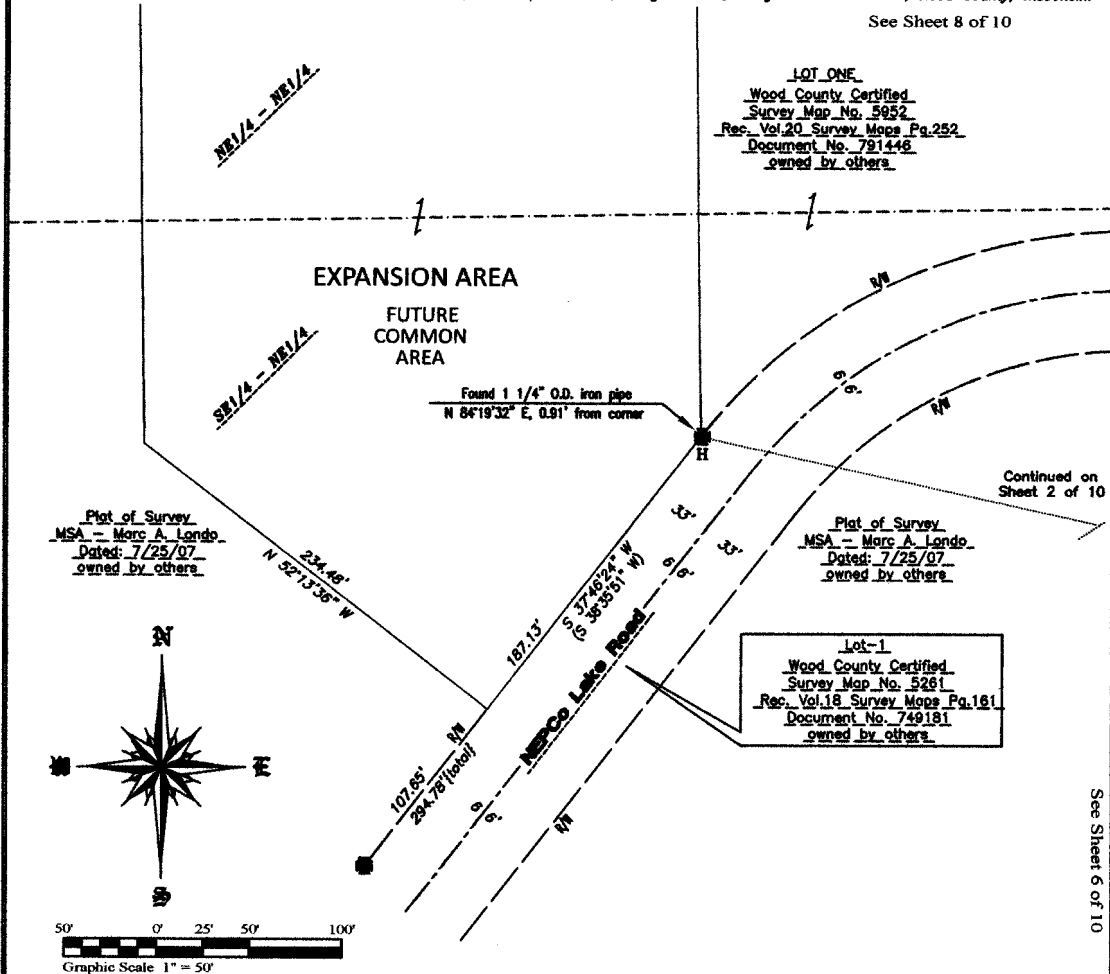
See Sheet 5 of 10

Pavloski Development
Castle Rock Lake NEPCO Lake
2020 Highway 20 South, Suite 4
Barron, Wisconsin 54603
Office: 608-288-7777

North Beach at NEPCO Lake condominium

Lot 2 of Wood County Certified Survey Map number 9588 as recorded in Volume 34 of Survey Maps on Page 88 as Document number 2013R02815. Located in the Southeast Quarter of the Northwest Quarter of Section 32, Township 22 North, Range 6 East, Town of Grand Rapids, and the Northeast Quarter of the Southwest Quarter of Section 32, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin.

See Sheet 8 of 10



Pavloski Development
 Castle Rock Lake NEPCO Lake
 6246 Highway 23 South, Suite 4
 Beach, Wisconsin 53005
 Office: 608-665-7777

North Beach at NEPCO Lake condominium

Lot 2 of Wood County Certified Survey Map number 9588 as recorded in Volume 34 of Survey Maps on Page 88 as Document number 2013R02815. Located in the Southeast Quarter of the Northwest Quarter of Section 32, Township 22 North, Range 6 East, Town of Grand Rapids, and the Northeast Quarter of the Southwest Quarter of Section 32, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin.

LEGEND:

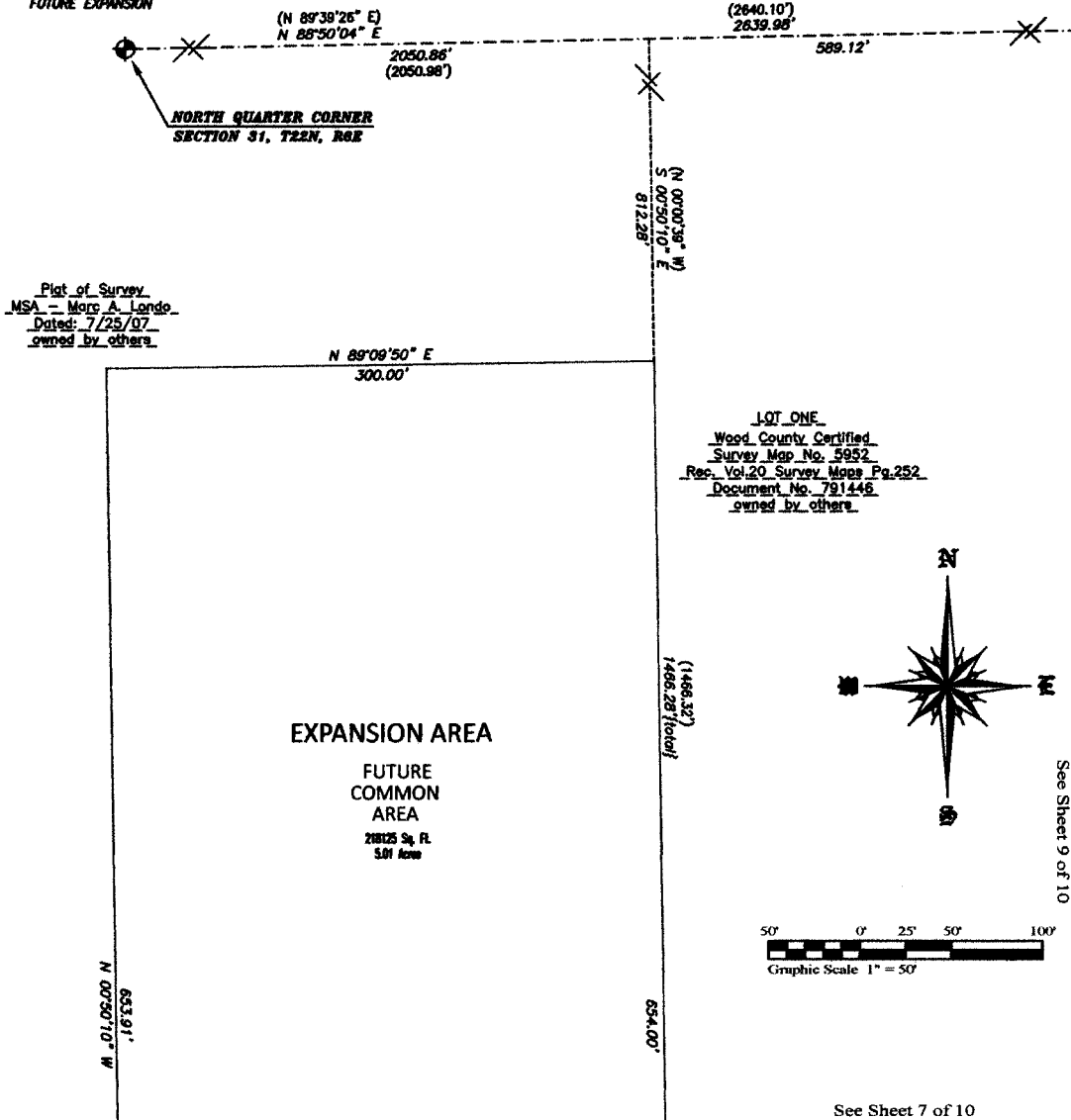
- ⊕ - Harrison cast iron monument, found
- ⊕ - Chiseled Cross in concrete, found
- ⊕ - 1 1/4" O.D. round iron pipe, found
- ⊕ - 1" O.D. round iron pipe, found
- ⊕ - 3/4" round iron rod with plastic cap, found
- ⊕ - Masonry nail (M.A.G.), found
- ⊕ - 3/4" round iron rod, found
- ⊕ - 1 1/4" round iron 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

Pavloski Development

Castle Rock Lake NEPCO Lake

MSA History & Title, Ltd.
P.O. Box 1000
Port Edwards, WI 54652
Office: 920-257-7111

NOTE: SEE DECLARATIONS FOR INFORMATION REGARDING FUTURE EXPANSION



See Sheet 9 of 10

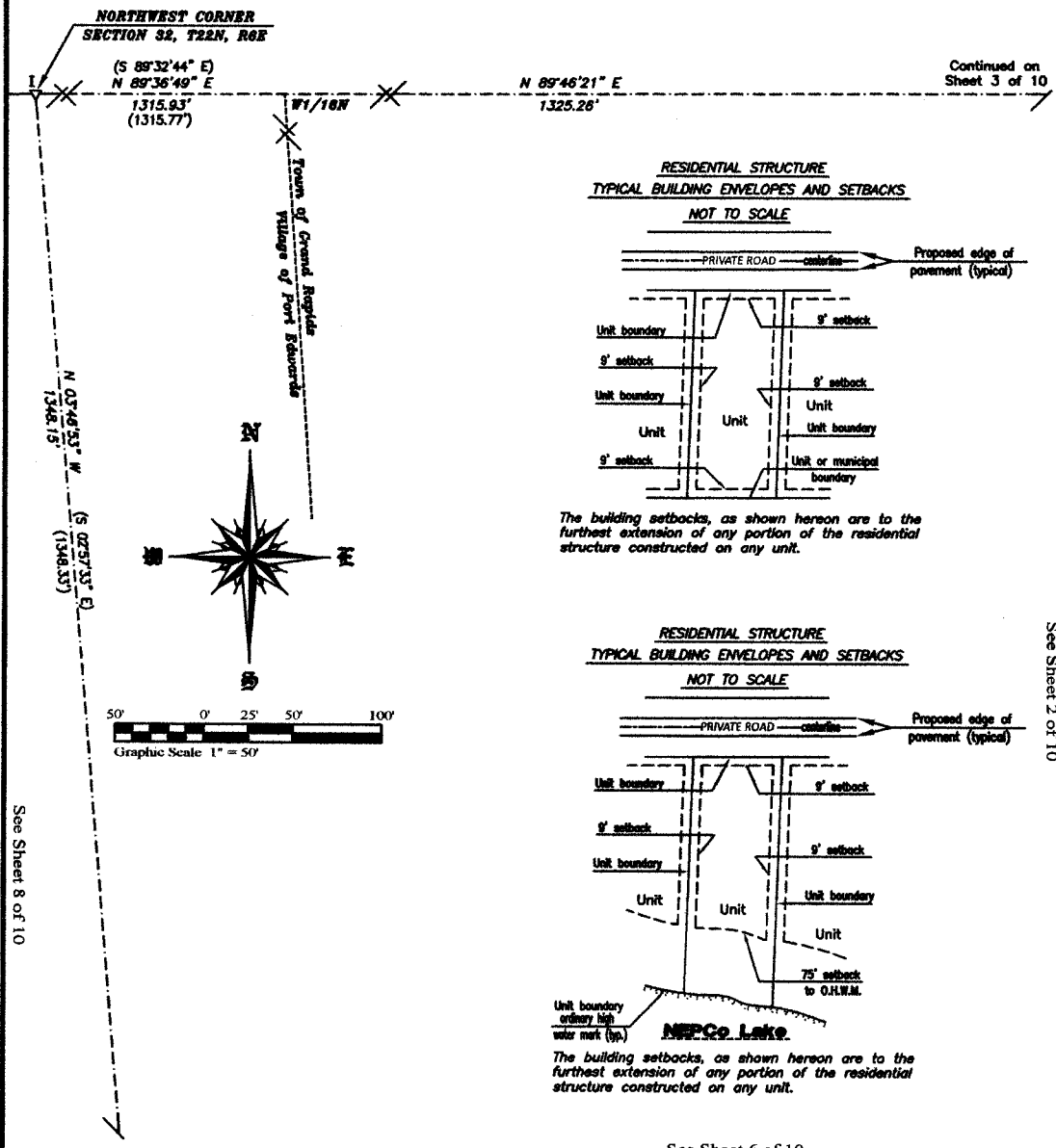
See Sheet 7 of 10

North Beach at NEPCO Lake condominium

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Pavloski Development
Castle Rock Lake NEPCO Lake

8000 Hwy 50 Suite 4
Rock, Wisconsin 53081
800/761-7771



North Beach at NEPCO Lake condominium

Lot 2 of Wood County Certified Survey Map number 9588 as recorded in Volume 34 of Survey Maps on Page 88 as Document number 2013R02615. Located in the Southeast Quarter of the Northwest Quarter of Section 32, Township 22 North, Range 6 East, Town of Grand Rapids, and the Northeast Quarter of the Southwest Quarter of Section 32, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin.

LEGAL DESCRIPTION

Lot 2 of Wood County Certified Survey Map number 9588 as recorded in Volume 34 of Survey Maps on Page 88 as Document number 2013R02615. Located in the Southeast Quarter of the Northwest Quarter of Section 32, Township 22 North, Range 6 East, Town of Grand Rapids, and the Northeast Quarter of the Southwest Quarter of Section 32, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin, more particularly described as follows:
Commencing at the North Quarter corner of said Section 32, thence S 01°41'23" E a distance of 1997.32 feet to the Northeast corner of Lot 2 of said Wood County Certified Survey Map number 9588 and the POINT OF BEGINNING, thence the following bearings and distances along said Lot 2, S 03°54'14" E along the West right-of-way line of State Trunk Highway "13" a distance of 216.87 feet, thence S 86°05'46" W a distance of 162.02 feet, thence S 03°54'14" E a distance of 413.27 feet, thence S 72°02'44" W a distance of 50.35 feet, thence S 03°54'14" E a distance of 28.03 feet to a meander line of NEPCO Lake, thence the following bearings and distances along said meander line, N 18°08'49" W a distance of 50.26 feet, thence N 31°18'48" W a distance of 101.33 feet, thence S 64°49'10" W a distance of 104.36 feet, thence N 53°58'42" W a distance of 113.19 feet, thence N 12°31'12" W a distance of 84.64 feet, thence N 44°33'24" W a distance of 64.73 feet, thence N 88°09'34" W a distance of 62.37 feet, thence N 86°08'02" W a distance of 61.13 feet, thence S 69°28'30" W a distance of 64.00 feet, thence S 59°14'51" W a distance of 63.45 feet, thence S 29°56'09" W a distance of 79.54 feet, thence S 22°42'57" W a distance of 95.45 feet, thence S 25°14'02" W a distance of 115.07 feet to the South line of the Southeast Quarter of the Northwest Quarter of said Section 32, thence S 89°26'00" W along said South line a distance of 85.98 feet, thence S 60°32'35" W a distance of 189.00 feet to the West line of Lot 2 of said Wood County Certified Survey Map number 9588, thence departing from said meander line, continuing along said Lot 2 N 56°02'31" E a distance of 8.00 feet, thence N 03°48'57" W a distance of 193.20 feet, thence N 68°51'50" E a distance of 72.48 feet, thence N 09°42'05" E a distance of 187.80 feet, thence N 06°34'14" W a distance of 24.16 feet, thence N 75°58'10" E a distance of 309.25 feet, thence N 26°28'10" E a distance of 81.19 feet, thence N 78°54'10" E a distance of 155.44 feet, thence N 70°15'10" E a distance of 532.61 feet to the Northeast corner of said Lot 2 and the POINT OF BEGINNING.

Including or excluding all lands lying between the lot lines extended, the meander line and the ordinary high water mark of NEPCO Lake. Also including the island(s) and the lands below the ordinary high water mark located between the island(s) and the Northerly shoreline of NEPCO Lake.

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

LEGAL DESCRIPTION - EXPANSION AREA

Part of the Southeast Quarter of the Northwest Quarter of Section 32, Township 22 North, Range 6 East, Town of Grand Rapids, part of the Northeast Quarter of the Northeast Quarter and part of the Southeast Quarter of the Northeast 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 North Quarter corner of said Section 32, thence S 01°41'23" E a distance of 1997.32 feet to the Northeast corner of Lot 2 of said Wood County Certified Survey Map number 9588 and the POINT OF BEGINNING, thence S 70°15'10" W along the North line of said Lot 2 a distance of 398.37 feet, thence N 77°34'03" W a distance of 2964.09 feet to the Southwest corner of LOT ONE of Wood County Certified Survey Map number 5952 and the Northerly right-of-way line of NEPCO Lake Road being Lot-1 of Wood County Certified Survey Map number 5261, thence S 37°46'24" W along the Northerly right-of-way line of said NEPCO Lake Road a distance of 187.13 feet, thence N 52°13'36" W a distance of 234.48 feet, thence N 06°50'10" W a distance of 653.91 feet, thence N 89°09'50" E a distance of 300.00 feet to the West line of LOT ONE of said Wood County Certified Survey Map number 5952, thence S 00°50'10" E along the West line of said LOT ONE a distance of 654.00 feet to the Southwest corner thereof, thence S 77°34'03" E a distance of 2964.09 feet to the North line of Lot 2 of said Wood County Certified Survey Map number 9588, thence N 03°29'04" W a distance of 161.30 feet to the South right-of-way line of NEPCO Lake Road, thence N 73°48'10" E along said South right-of-way line a distance of 337.25 feet to a Southerly corner thereof, thence N 47°41'10" E along said South right-of-way line a distance of 64.60 feet to the West right-of-way line of State Trunk Highway "13", thence S 03°54'14" E along said West right-of-way line a distance of 185.02 feet to the Northeast corner of Lot 2 of said Wood County Certified Survey Map number 9588 and the POINT OF BEGINNING.

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

NOTES:

North Beach at NEPCO Lake 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 and the First Amendment recorded as Document No. 2012R04008.

The First Amendment to Declaration and Agreement of Restrictive Covenants recorded as Document No. 2012R04008 allow for no on site septic systems, holding tanks only for lands within 200' of the ordinary high water mark of NEPCO Lake.

North Beach at NEPCO Lake Condominium will be subject to a recorded Declaration of Restrictions for NEPCO Lake Owner's Association, Inc., recorded as Document number 2012R09007 and an Amended and Restated Declaration of Restrictions for NEPCO Lake Owner's Association, Inc., recorded as Document number 2012R11083.

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 North Beach at NEPCO Lake 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 Expansion Areas as shown hereon are possible alternate sites for the private onsite wastewater treatment system area.

The portion of this property contained within the town of Grand Rapids is zoned Recreational (P-1) Planned Unit Development Overlay District (PUD). The setbacks shown in the typical drawings hereon are per Recreational (P-1) district and apply to that portion of this property.

The Limited Common Area as shown hereon, is for the exclusive use of Units 5 through 11 inclusive. Usage as defined in the Declaration.

See Declarations for information regarding the existing structures within Unit 3. These structures are uninhabitable in their current configuration, therefore no floor plans are shown.

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.

RESTRICTION--North Beach at NEPCO Lake Condominium is restricted to no direct vehicular access to State Trunk Highway "13". Condominium unit access is via the private roads connected to NEPCO Lake Road.

THIS SURVEY CONTAINS WAIVERS TO WISCONSIN ADMINISTRATIVE CODE

WAIVER--We, the undersigned, hereby agree to waive certain requirements of Chapter A-E 7 of the Administrative Code of the State of Wisconsin pertaining to Minimum Standards for Property Surveys as noted below:
(This waiver specifically pertains to the monumentation of the exterior boundary of the expansion areas).

1. A-E 7.01 SCOPE
2. A-E 7.02 PROPERTY SURVEY, DEFINITION
3. A-E 7.03 BOUNDARY LOCATION
4. A-E 7.07 MONUMENTS

Date: _____ Owner or agent to the owner

Date: _____ Christopher J. Renner RLS S-2441

Pavloski Development

Castle Rock Lake NEPCO Lake

18248 Highway 88 South, Suite 4
Pewaukee, Wisconsin 53090
Office: 262-965-7777

EXHIBIT C
Expansion Lands

Part of the Southeast Quarter of the Northwest Quarter of Section 32, Township 22 North, Range 6 East, Town of Grand Rapids, part of the Northeast Quarter of the Northeast Quarter and part of the Southeast Quarter of the Northeast 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 North Quarter corner of said Section 32, thence S 01°41'23" E a distance of 1997.32 feet to the Northeast corner of Lot 2 of Wood County Certified Survey Map number 9588 and the POINT OF BEGINNING, thence S 70°15'10" W along the North line of said Lot 2 a distance of 396.37 feet, thence N 77°34'03" W a distance of 2964.09 feet to the Southwest corner of LOT ONE of Wood County Certified Survey Map number 5952 and the Northerly right-of-way line of NEPCo Lake Road being Lot-1 of Wood County Certified Survey Map number 5261, thence S 37°46'24" W along the Northerly right-of-way line of said NEPCo Lake Road a distance of 187.13 feet, thence N 52°13'36" W a distance of 234.48 feet, thence N 00°50'10" W a distance of 653.91 feet, thence N 89°09'50" E a distance of 300.00 feet to the West line of LOT ONE of said Wood County Certified Survey Map number 5952, thence S 00°50'10" E along the West line of said LOT ONE a distance of 654.00 feet to the Southwest corner thereof, thence S 77°34'03" E a distance of 2964.09 feet to the North line of Lot 2 of said Wood County Certified Survey Map number 9588, thence N 03°29'04" W a distance of 161.30 feet to the South right-of-way line of NEPCo Lake Road, thence N 73°48'10" E along said South right-of-way line a distance of 337.25 feet to a Southerly corner thereof, thence N 47°41'10" E along said South right-of-way line a distance of 64.60 feet to the West right-of-way line of State Trunk Highway "13", thence S 03°54'14" E along said West right-of-way line a distance of 165.02 feet to the Northeast corner of Lot 2 of said Wood County Certified Survey Map number 9588 and the POINT OF BEGINNING.

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

COVER PAGE
FOR SECOND AMENDMENT TO DECLARATION
OF CONDOMINIUM FOR NORTH BEACH
AT NEPCO LAKE CONDOMINIUM



2015R00412

SUSAN E. GINTER
WOOD COUNTY
REGISTER OF DEEDS
RECORDED ON
01/15/2015 11:32AM
REC FEE: 30.00
EXEMPT #: N/A
PAGES: 12

This is not a conveyance, and is exempt from fee and return pursuant to Wis. Stat. §§ 77.21 and 77.225.

Return to:
Atty. Michael J. Lauterbach
2417A Post Road, Suite C
Stevens Point, WI 54481

30.00P Lauterbach legal

THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM for "North Beach at NEPCO Lake Condominium" is made this 9th day of January, 2015, by TIMOTHY S. KROHN and SUSAN J. KROHN, husband and wife, owners of Units 13 and 14 in North Beach at NEPCO Lake Condominium.

WITNESSETH:

WHEREAS, the Declaration of Condominium for North Beach at NEPCO Lake Condominium was recorded March 26, 2013 in the office of the Register of Deeds for Wood County, Wisconsin, as Document No. 2013R013109; and

WHEREAS, the land which is subject to the Declaration is located in Wood County, Wisconsin, and is legally described as follows:

Lot 2 of Wood County Certified Survey Map No. 9588 as recorded in Volume 34 of Survey Maps on Page 88 as Document No. 2013R013109. Located in the Southeast Quarter of the Northwest Quarter of Section 32, Township 22 North, Range 6 East, Town of Grand Rapids, and the Northeast Quarter of the Southwest Quarter of Section 32, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin.

WHEREAS, pursuant to Ch. 703 of the Wisconsin Statutes, and Section 20, paragraph I of the Declaration, TIMOTHY S. KROHN and SUSAN J. KROHN wish to amend the Declaration of Condominium for North Beach at NEPCO Lake Condominium by the merger of Units 13 and 14 into one (1) unit, to be numbered Unit 13; and

WHEREAS, Section 20, paragraph I, 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, Wis. Stat. § 703.09(2) and Section 20, paragraph I of the Declaration allow the Declaration to be amended by the written consent of two thirds (2/3) of the aggregate votes in the condominium; and

WHEREAS, the owners of eleven (11) unit owners have consented in writing to the merger of adjoining Units 13 and 14 into one (1) unit; and

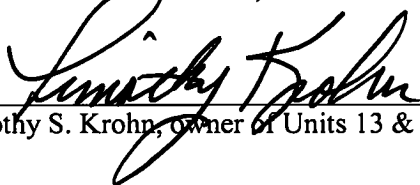
WHEREAS, the above-described eleven (11) written unit owner consents for the merger of Units 13 and 14 constitute seventy-eight percent (78%) of the unit owners in North Beach at NEPCO Lake Condominium; and

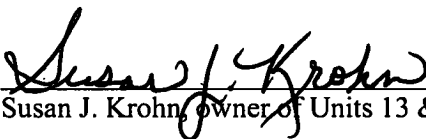
WHEREAS, the above-described written consents of unit owners are attached hereto as Exhibit A and made a part hereof.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DECLARATION is hereby amended by TIMOTHY S. KROHN and SUSAN J. KROHN, owners of Units 13 and 14, as follows:

1. Units 13 and 14 are adjoining units in North Beach at NEPCO Lake Condominium and are owned by TIMOTHY S. KROHN and SUSAN J. KROHN; said units are hereby merged into one (1) unit in North Beach at NEPCO Lake Condominium, as allowed under Wis. Stat. § 703.09(2) and Section 20, paragraph I of the Declaration.
2. The new identifying number for the new unit created by the merger of Units 13 and 14 shall be Unit 13.
3. The individual interest in the common elements and right to use the limited common elements for the new merged Unit 13 shall be 2/14.
4. The voting right in the Association appertaining to the new merged Unit 13 shall be 2/14.
5. The allocation of the new Unit 13 of the liability for common expenses and rights to common surpluses shall be 2/14.
6. Attached hereto as Exhibit B and made a part hereof, is a licensed surveyor's plat of the new Unit 13 which depicts the boundaries and dimensions of the new Unit 13.
7. The effective date of the Second Amendment shall be the date it is recorded in the office of the Register of Deeds for Wood County, Wisconsin.
8. All terms and conditions not specifically defined herein shall have the same meaning as provided in the Declaration. Except as modified by the 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.

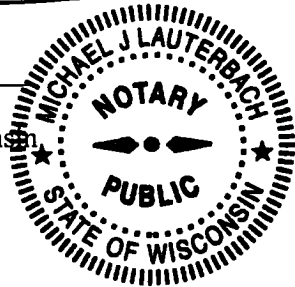

 Timothy S. Krohn, owner of Units 13 & 14


 Susan J. Krohn, owner of Units 13 & 14

STATE OF WISCONSIN)
 : ss
 COUNTY OF PORTAGE)

Personal came before me this 9th day of January, 2015, the above-named TIMOTHY S. KROHN and SUSAN J. KROHN, to me known to be the persons who executed the foregoing instrument and acknowledged the same.


 Michael J. Lauterbach
 Notary Public, State of Wisconsin
 My commission is permanent.



CONSENT TO MERGE UNITS

Re: North Beach at NEPCO Lake Condominium
Town of Grand Rapids, Wood County, Wisconsin

The undersigned, Timothy S. Krohn and Susan J. Krohn, currently own Units 13 and 14 in North Beach at NEPCO Lake Condominium, and hereby give their consent for TIMOTHY L. KROHN and SUSAN J. KROHN to merge Units 13 and 14 into one (1) unit. Units 13 and 14 are adjoining units both owned by TIMOTHY L. KROHN and SUSAN J. KROHN.

I certify that there is no mortgage on the property.

There is a mortgage on the property and I have obtained the consent of the mortgage holder on the following page.

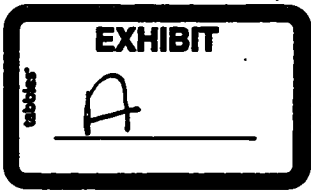
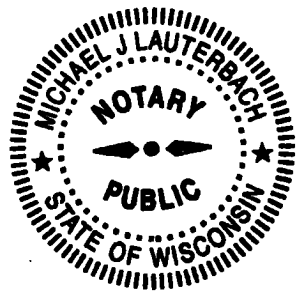
Timothy S. Krohn
Timothy S. Krohn

Susan J. Krohn
Susan J. Krohn

STATE OF WISCONSIN)
 : ss.
PORTAGE COUNTY)

Personally came before me this 9th day of JANUARY, 2015, the above-named Timothy S. Krohn & Susan J. Krohn, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Michael J. Lauterbach
Michael J. Lauterbach
Notary Public, State of Wisconsin
My commission is permanent.



CONSENT TO MERGE UNITS

Re: North Beach at NEPCO Lake Condominium
Town of Grand Rapids, Wood County, Wisconsin

The undersigned, Susan Swendrowski, currently owns Unit 1 in North Beach at NEPCO Lake Condominium, and hereby gives her consent for TIMOTHY L. KROHN and SUSAN J. KROHN to merge Units 13 and 14 into one (1) unit. Units 13 and 14 are adjoining units both owned by TIMOTHY L. KROHN and SUSAN J. KROHN.

I certify that there is no mortgage on the property.

There is a mortgage on the property and I have obtained the consent of the mortgage holder on the following page.

Susan Swendrowski
Susan Swendrowski

STATE OF WISCONSIN)

: ss.

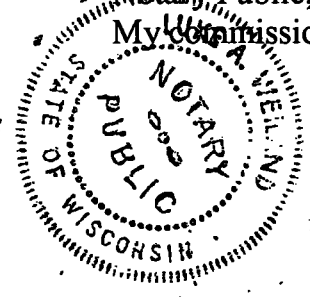
WOOD COUNTY)

Personally came before me this 30th day of May, 2014, the above-named Susan Swendrowski, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Lisa A. Weisner
Lisa A. Weisner

Notary Public, State of Wisconsin

My Commission expires: is permanent



CONSENT TO MERGE UNITS

Re: North Beach at NEPCO Lake Condominium
Town of Grand Rapids, Wood County, Wisconsin

The undersigned, David J. Dobner and Melanie R. Dobner, currently own Unit 2 in North Beach at NEPCO Lake Condominium, and hereby give their consent for TIMOTHY L. KROHN and SUSAN J. KROHN to merge Units 13 and 14 into one (1) unit. Units 13 and 14 are adjoining units both owned by TIMOTHY L. KROHN and SUSAN J. KROHN.

I certify that there is no mortgage on the property.

There is a mortgage on the property and I have obtained the consent of the mortgage holder on the following page.

David J. Dobner
David J. Dobner

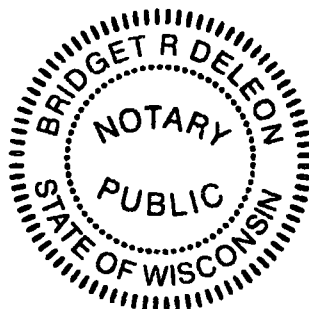
Melanie R. Dobner
Melanie R. Dobner

STATE OF WISCONSIN)

Waukesha) : ss.
COUNTY)

Personally came before me this 10th day of June, 2014, the above-named David J. Dobner and Melanie R. Dobner, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Bridget DeLeon
Bridget DeLeon
Notary Public, State of Wisconsin
My commission expires: 06/01/2018



CONSENT TO MERGE UNITS

Re: North Beach at NEPCO Lake Condominium
Town of Grand Rapids, Wood County, Wisconsin

The undersigned, Kevin M. Brusek and Kathleen Dalessandro, currently own Unit 5 in North Beach at NEPCO Lake Condominium, and hereby give their consent for TIMOTHY L. KROHN and SUSAN J. KROHN to merge Units 13 and 14 into one (1) unit. Units 13 and 14 are adjoining units both owned by TIMOTHY L. KROHN and SUSAN J. KROHN. This consent is given on the condition that the combined unit will retain the voting rights and fee obligations of two units.

I certify that there is no mortgage on the property.

There is a mortgage on the property and I have obtained the consent of the mortgage holder on the following page.

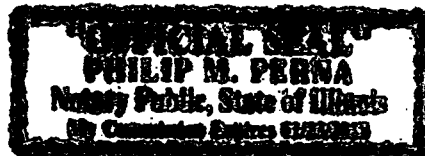
Kevin M. Brusek
Kevin M. Brusek

Kathleen Dalessandro
Kathleen Dalessandro

STATE OF ILLINOIS)
: ss.
LAKE COUNTY)

Personally came before me this 28th day of May, 2014, the above-named Kevin M. Brusek and Kathleen Dalessandro, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Philip M. Perna
PHILIP M. PERNA
Notary Public, State of Illinois
My commission expires: 1/23/2018



CONSENT OF LENDER

Re: North Beach at NEPCO Lake Condominium
Town of Grand Rapids, Wood County, Wisconsin

The undersigned, who currently holds a real estate mortgage lien on Unit 5 in North Beach at NEPCO Lake Condominium, hereby approves of the consent by the owner of Unit 5 set forth on the preceding page to merge Units 13 and 14 into one (1) unit.

Lender name: 1st National Bank.

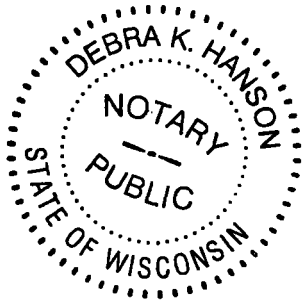
Authorized signature: Connie Tenjum

Name and title of authorized signer: Connie Tenjum. Private Banker.

STATE OF WI)
 : ss.
DANE COUNTY)

Personally came before me this 2nd day of June, 2014, the above-named Connie Tenjum, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Debra K. Hanson
DEBRA K HANSON
Notary Public, State of WI
My commission expires: 12/11/16



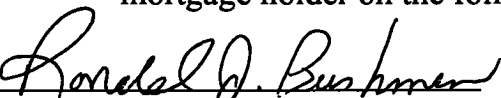
CONSENT TO MERGE UNITS

Re: North Beach at NEPCO Lake Condominium
Town of Grand Rapids, Wood County, Wisconsin

The undersigned, Ronald J. Bushman, currently owns Unit 12 in North Beach at NEPCO Lake Condominium, and hereby gives his consent for TIMOTHY L. KROHN and SUSAN J. KROHN to merge Units 13 and 14 into one (1) unit. Units 13 and 14 are adjoining units both owned by TIMOTHY L. KROHN and SUSAN J. KROHN.

I certify that there is no mortgage on the property.

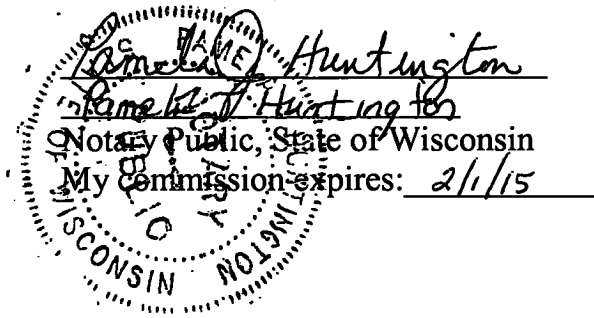
There is a mortgage on the property and I have obtained the consent of the mortgage holder on the following page.


Ronald J. Bushman

STATE OF WISCONSIN)

Adams COUNTY) : ss.

Personally came before me this 11th day of June, 2014, the above-named Ronald J. Bushman, to me known to be the person who executed the foregoing instrument and acknowledged the same.


Pamela E. Huntington
Notary Public, State of Wisconsin
My Commission expires: 2/1/15

CONSENT OF LENDER

Re: North Beach at NEPCO Lake Condominium
Town of Grand Rapids, Wood County, Wisconsin

The undersigned, who currently holds a real estate mortgage lien on Unit 12 in North Beach at NEPCO Lake Condominium, hereby approves of the consent by the owner of Unit 12 set forth on the preceding page to merge Units 13 and 14 into one (1) unit.

Lender name: KeySavings Bank

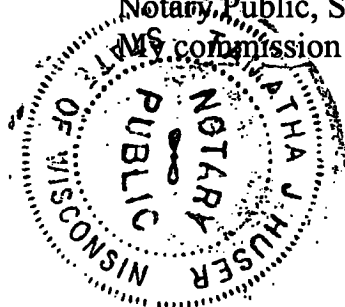
Authorized signature: Bruce W Rokke

Name and title of authorized signer: Bruce W. Rokke Vice President

STATE OF WISCONSIN)
 : SS.
Wood COUNTY)

Personally came before me this 20th day of June, 2014, the above-named Bruce W. Rokke, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Tamatha J Husar
Tamatha J Husar
Notary Public, State of Wisconsin
My commission expires: 2-1-2015



CONSENT TO MERGE UNITS

Re: North Beach at NEPCO Lake Condominium
Town of Grand Rapids, Wood County, Wisconsin

The undersigned, Great Northern Timber Co., currently owns Units 3, 7, 8, 9, and 10 in North Beach at NEPCO Lake Condominium, and hereby gives its consent for TIMOTHY L. KROHN and SUSAN J. KROHN to merge Units 13 and 14 into one (1) unit. Units 13 and 14 are adjoining units both owned by TIMOTHY L. KROHN and SUSAN J. KROHN.

- I certify that there is no mortgage on the property.
- There is a mortgage on the property and I have obtained the consent of the mortgage holder on the following page.

GREAT NORTHERN TIMBER CO.

By: *[Signature]*

STATE OF WISCONSIN)

: SS.

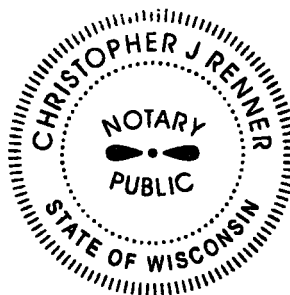
JUNEAU COUNTY)

Personally came before me this 4TH day of JUNE, 2014, the above-named Great Northern Timber Co., by BRAD PAVLOSKI, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]

CHRISTOPHER J RENNER
Notary Public, State of Wisconsin

My commission expires: JANUARY 23, 2018



North Beach at NEPCO Lake Condominium First Addendum

ALL OF UNITS 13 & 14, NORTH BEACH AT NEPCO LAKE CONDOMINIUM, BEING PART OF THE SE1/4NW1/4 SECTION 32, T22N, R6E, TOWN OF GRAND RAPIDS, WOOD COUNTY, WISCONSIN

-CURVE TABLE-

CURVE NO.	UNIT NO.	RADIUS LENGTH	CHORD BEARING	TANGENT BEARING	TANGENT BEARING	CENTRAL ANGLE	ARC LENGTH	CHORD LENGTH
1-2	13	40.00'	N75°54'47"E	S51°09'48"E	S22°59'22"W	103°50'50"	73.90'	63.83'

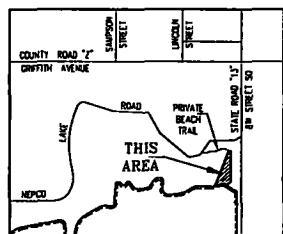
Scale 1"=50'

LEGEND:
 ⊕ ¾" REBAR FOUND
 ⊙ 1¼" ROD FOUND
 * DENOTES WETLANDS
 - PREVIOUSLY RECORDED AS

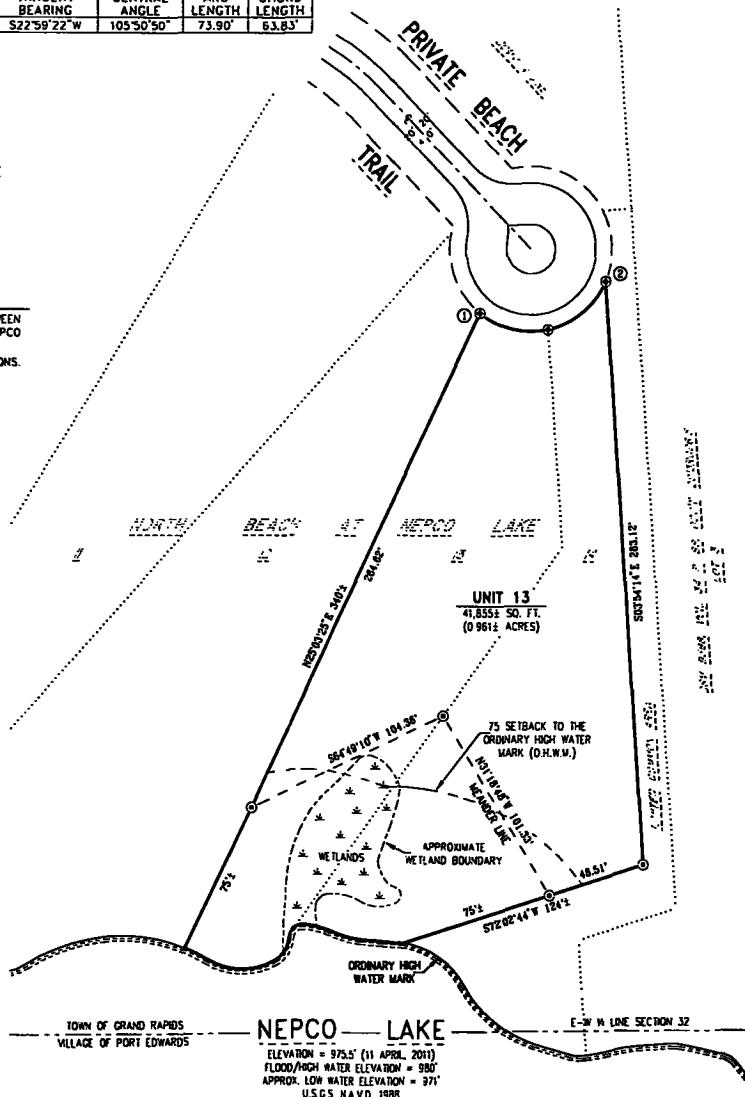
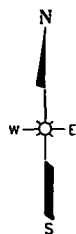
BASIS FOR BEARINGS:
 THE EAST LINE OF THE NW¼, SECTION 32, T22N, R6E, ASSUMED TO BEAR S03°46'06"E.

NOTES:

1. THIS SURVEY IS INTENDED TO INCLUDE THOSE LANDS LYING BETWEEN THE MEANDER LINE AND THE ORDINARY HIGH WATER MARK OF NEPCO LAKE.
2. SEE THE ORIGINAL CONDOMINIUM PLAT FOR ADDITIONAL RESTRICTIONS.



LOCATION SKETCH
NOT TO SCALE



Surveyor's Certificate

I, Thomas J. Trzinski, Professional Land Surveyor, hereby certify:
 That in full compliance with the provisions of Chapter 703 of the Wisconsin Statutes and the subdivision and zoning regulations of the Town of Grand Rapids and Wood County, and under the direction of Timothy L. and Susan J. Krohn, owners of said land, I have surveyed, divided and mapped this First Addendum to North Beach at NEPCO Lake Condominium; that such addendum to the condominium plat correctly represents all exterior boundaries of the land surveyed; and that this land is located in the SE1/4NW1/4, Section 32, T22N, R6E, Town of Grand Rapids, Wood County, Wisconsin, containing 41,855 square feet more or less or 0.961 acres more or less of land and described as follows:

All of Units 13 & 14, North Beach at NEPCO Lake Condominium, Being part of the SE1/4NW1/4, Section 32, T22N, R6E, Town of Grand Rapids, Wood County, Wisconsin.

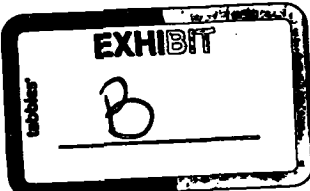
Dated this 24th day of July, 2014.
 Revised this 24th day of September, 2014.

Thomas J. Trzinski
 Professional Land Surveyor, S-2636

County of Wood Approval Certificate:

The County of Wood does hereby certify that this First Addendum to the Condominium Plat of North Beach at NEPCO Lake be and hereby is approved in compliance with the Wood County Shoreline Zoning Ordinance #704 and chapter 701.04(5) of the Wood County Land Subdivision Ordinance #701 Approved this ___ day of ___, 2014.

Wood County Planning Agency Plat Review Officer



ESP GROUP, INC.
LAMPERT-LEE & ASSOCIATES
 ENGINEERS • SURVEYORS • PLANNERS
 10988 State Hwy. 54 East • Wisconsin Rapids, WI 54494-8718
 715-424-3131 or 715-344-0068 • FAX 715-423-8774

Dwg. No. **9798-A-1-B**
 Project No. 14-80
 Drawn By: Jim Brasel
 Date: September 24, 2014
 Sheet 1 of 1 Sheet