

**DECLARATION OF CONDOMINIUM
FOR
SUNSET POINT CONDOMINIUM**



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DECLARATION OF CONDOMINIUM

FOR

SUNSET POINT CONDOMINIUM

Nepco Lake Development, 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 Sunset Point Condominium ("Condominium"). The Condominium's address shall be Fly Rod Trail, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

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

1. DESCRIPTION OF LAND

The land which is the subject of this Declaration is located in the Town of Saratoga (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 Sunset Point 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, if any, contained within the Condominium, but excluding the Units.

C. "Declarant" shall mean Nepco Lake Development, 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, if any, 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 and its affiliates for purposes of adopting budgets for revenues, expenditures, and reserves, and levy and collect assessments for expenses related to the maintenance of Nepco Lake and other common areas in and around Nepco Lake. The Subdivision Association shall not be a Master Association under Section 703 of the Wisconsin Statutes. Each Unit Owner shall be a member of the Subdivision Association along with the owners of other condominium and non-condominium property developed by the Declarant and its affiliates in and around Nepco Lake. The Subdivision Association is governed by a separate Declaration and By-laws.

J. "East Shore Association" shall mean the East Shore Community Association, Ltd. formed by the Declarant for purposes of adopting budgets for revenues, expenditures, and reserves, and levy and collect assessments for expenses related to the maintenance of private roads, the community septic system, and private utilities that will be utilized by the Unit owners. The East Shore Association shall not be a Master Association under Section 703 of the Wisconsin Statutes. Each Unit Owner shall be a member of the East Shore 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 East Shore Association is 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 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 10 Units identified on the Condominium Plat attached hereto as Exhibit B. Each Unit has a numeric designation. The approximate area and location 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

There are currently no common elements in the Condominium.

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

6. DESCRIPTION OF THE LIMITED COMMON ELEMENTS

There are currently no limited common elements in the Condominium.

7. UNIT VALUE: COMMON ELEMENT OWNERSHIP AND VOTING

Each Unit and its owner shall have a 1/10th undivided interest in common with all other Units and Unit owners in any common and limited common elements that may be established, and shall have one vote in matters relating to the Association. The Declarant recognizes that there may be minor variances in the Units which relate to value, however, after consideration of the factors relevant to value, the Declarant believes that the foregoing formula of ownership and voting is fair and equitable as well as the most efficient for purpose of administration.

8. RIGHT TO EXPAND

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

B. Number and Location of Units. The maximum number of Units in the Condominium as expanded shall be 17. 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. All Units developed within the expansion area shall be for residential use.

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

D. Effective Date of Expansion. The Condominium shall be deemed expanded when an amendment to this Declaration, executed by the Declarant, is recorded with the Office of the County Register of Deeds for Wood County, which amendment shows the new percentage interests of the Unit Owners and the votes which each Unit Owner may cast in the Condominium as expanded, and when an addendum to the Condominium Plat is recorded as required in Section 703.26, Wisconsin Statutes. Declarant reserves the right to amend this Declaration, its Exhibits and the Condominium Plat, without any other consent or approval, for the purpose of effecting an expansion of the Condominium.

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

however, any damage to any Common Elements because of Declarant's use of the easement shall be Declarant's responsibility.

9. USE OF UNITS

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

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

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

10. SERVICE OF PROCESS

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

11. DAMAGE OR DESTRUCTION

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

12. FURTHER MATTERS

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

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

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

D. The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the right to grant to the Town of Saratoga (Village of Port Edwards), 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.

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

13. AMENDMENT OF DECLARATION

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

14. ADDITIONAL RIGHTS OF LENDERS

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

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

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

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

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

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

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

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

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

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

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

15. PAYMENT OF COMMON EXPENSES

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

16. RENTAL OF UNITS

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

17. STATUTORY RESERVE ACCOUNT STATEMENT

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

18. PROTECTIVE COVENANTS AND RESTRICTIONS

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

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

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

D. Procedure. A Unit Owner desiring to construct a building, home, swimming pool, gazebo, driveway, light post, landscaping, or other structure or improvement, or otherwise improve a Unit shall submit to the ACC, for its written approval, construction plans and specifications for all improvements, and a plot plan showing the location of all contemplated improvements. The items submitted shall include construction details for all buildings, structures, fences, walls and other improvements; proposed facades of any building, including the style, color and location of eaves and windows; description of materials to be used in any building or improvement; a detailed plan showing the building footprint and driveway; 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, 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 shall be entitled to reject any plans which would result in fenestration or length of building walls that would be incompatible with neighboring structures that would not harmonize with the natural surroundings or that would violate any of the standards set forth above.

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

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

(2) The exterior of all structures must be brick, stone, cedar or log siding. LP smart siding, cement board siding, James Hardie HardiePlank, or similar siding are allowed with Architectural Control Committee approval. Window trim must be 4-8" in width. Finishes shall be of colors that are in harmony with the colors of the natural surroundings, such as those commonly referred to as "earth tones" unless approved by the Architectural Control Committee. Dwellings must have a minimum size of 1000 square feet and a maximum size of 2200 square feet on the main floor. In addition to living space, homes may have up to an additional 200 square feet of porches, stoops, etc under cover. Living space is determined by the outside dimensions (exclusive of garages, porches, patios, breezeways, sun rooms and similar additions) of the exterior walls of above grade finished living space. In no event shall floor space which is partially or completely below finished yard grade be counted for purposes of determining minimum or maximum square footage of living space. The minimum square footage shall be determined as of the time of initial construction, and shall not consider or include unfinished areas or future additions. All homes shall include an attached garage with a maximum of 700 square feet. All Units will be served by a community septic system. The dwellings constructed on Units 1 through 7 may not have more than three (3) bedrooms. The dwellings constructed on Units 8 through 10 may not have more than two (2) 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Y. Antennae. No exterior antennae, other than two dish type antenna not exceeding thirty (30) inches in diameter, shall be allowed within any Unit. With respect to dish antennas not exceeding thirty (30) inches in diameter, they shall not be attached to the front of any house, nor shall same be located in the front yard of the residence.

Z. Restrictive Covenants in favor of Domtar Wisconsin Dam Corp. Each Unit owner hereby acknowledges receipt of the following: (i) a recorded copy of the Waiver of Claims Agreement dated March 29, 2011 and recorded with the Wood County Register of Deeds Office on April 6, 2011, as Document No. 2011R03193 ("Waiver of Claims"); and (ii) a recorded copy of the Declaration and Agreement of Restrictive Covenants dated March 29, 2011, and recorded with the Wood County Register of Deeds Office on April 6, 2011 as Document No. 2011R03194, as amended ("Declaration"). Declarant hereby discloses that each Unit in the condominium is subject to the terms of the Declaration and Waiver of Claims, which are perpetual in nature and run with the Land, each Unit, and the common elements of the condominium.

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

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

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

- (i) Domtar (and its successors or assigns, as applicable) has the discretionary right to draw down and vary the Nepco Lake water levels, including, without limitation, the right from time to time to withdraw, use, consume and return the water from or to Nepco Lake or the tributaries thereof;
- (ii) Domtar (and its successors or assigns, as applicable) has the discretionary right to undertake activities affecting Nepco Lake and the tributaries thereof that are related to the operations of Domtar (or its successors or assigns, as applicable) at its paper mills in the vicinity of Nepco Lake (or such other operations as may be conducted by Domtar on its property located in the vicinity of Nepco Lake), such as dredging, maintenance, beaver trapping, management of settling ponds, repair and replacement of intake pipes and related activities (collectively, the "Operational Activities");
- (iii) Each Unit owner in the condominium, and the future purchasers, tenants, occupants and users of the Unit or common elements, or any portion thereof, shall not interfere in any way with the withdrawal, use, consumption or return of water from or to Nepco Lake or the tributaries thereof or the Operational Activities by Domtar (or its successors or assigns, as applicable), and shall not challenge or interfere with any permits or approvals of Domtar (or its successors or assigns, as applicable) related to the Operational Activities or the withdrawal, use, consumption or return of water from or to Nepco Lake or the tributaries thereof;
- (iv) Each Unit owner in the condominium and all future purchasers, tenants, occupants and users of the Unit or common elements, or any portion thereof, hereby waive any and all claims and causes of action, known or unknown, existing or not yet existing, against Domtar, its successors and assigns in any way related to (i) the water levels of Nepco Lake (including low lake levels and flooding) or the tributaries thereof, (ii) the use of Nepco Lake or the tributaries thereof for recreational activities, (iii) the condition or use of the settling ponds, dams, levees, boat landing and other improvements and features of Nepco Lake, the tributaries thereof and the adjacent lands owned by Domtar (or its successors or assigns, as applicable), and/or (iv) any of the Operational Activities of Domtar or its successors or assigns affecting Nepco Lake or the tributaries thereof. The foregoing waiver shall include, but not be limited to, claims of public nuisance and trespass; and
- (v) The acquisition of a Unit or any portion thereof by any person shall be deemed the irrevocable ratification, agreement, and consent to the terms of the foregoing waivers and

agreement by such person and shall be binding upon such person, their successors, and assigns.

- (vi) Subject to the terms and conditions of the Waiver, each Unit owner in the condominium, and its successors and assigns, and the general public, shall have the right to the use and enjoyment of Nepco Lake for recreational purposes.
- (vii) Each Unit owner further acknowledges that the Waiver of Claims may be pleaded by Domtar (or its successors or assigns) as a complete defense to any action or proceeding that may be brought or instituted against Domtar concerning the subject matter hereof.
- (viii) The restrictions contained in the Waiver of Claims shall be perpetual and shall run with the Land.
- (ix) Additionally, and in no way in limitation of the foregoing, each Unit owner acknowledges and expressly agrees that Domtar, its successors or assigns shall have the right, at the sole cost of the fee simple titleholder of a Unit in the condominium, to enter upon the Unit and common elements and use reasonable force to cure any violation of the Waiver of Claims and Declaration.

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

AA. The Declarant and the Unit owners shall have the right to merge two (2) or more adjoining Units into one (1) Unit in accordance with the provisions of the Wisconsin Condominium Act and pursuant to Section 703.13(8) of the Wisconsin Statutes.

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

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

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

19 CONDOMINIUM ASSOCIATION

A. General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of the Association, which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a nonprofit corporation under the laws of the State of Wisconsin.

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

B. Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, except as provided section C below, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) ten (10) years from such date, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Units to purchasers, assuming that the Condominium has been fully expanded under Section 8; or (c) thirty (30) days after the Declarant's election to waive its right of control.

C. Board of Directors. The affairs of the Association shall be governed by a Board of Directors. Within thirty (30) days after the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the Board of Directors. Within thirty (30) days after the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the Board of Directors. For purposes of calculating the percentages set forth in this Section, the percentage of Common Element interest conveyed shall be calculated by dividing the number of Units conveyed by the maximum number of Units permitted under Section 8.

D. Maintenance and Repairs

(1) By Association. The Association shall be responsible for the management and control of any 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, easement areas, 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 on Outlot 2 of Wood County Certified Survey Map number 9857 to service Units 1 through 10, inclusive. The developer of Outlot 2 of Wood County Certified Survey Map number 9857 has granted each Unit Owner and the Association a permanent, non-exclusive easement over and across Outlot 2 for the use of the community septic system. The private road which provides access to each of the Units in the condominium is owned by the Declarant. The Declarant has further granted each Unit Owner and the Association a permanent non-exclusive easement for ingress and egress over and across the private road to access each Unit. Assessments related to the private

roads and community septic system shall be levied by the East Shore Community Association, Ltd., as set forth in Section I below.

(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 Septic Area, the Private Road, the Ingress - Egress and Utility Easement area, landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services provided to the Common Elements; and maintenance and management salaries and wages.

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

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

of occupancy has been issued for that Unit, and (b) payment of any reserve fund assessments against any Unit owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such Unit, or (ii) five years from the date exterior construction of any structure on which the Unit is located has been completed.

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

H. The Declarant has established a "Subdivision Association" called the "Nepco Lake Owner's Association" for purposes of adopting budgets for revenues, expenditures, and reserves, and levy and collect assessments for expenses related to the maintenance of Nepco Lake and other common areas in and around Nepco Lake, and acts as the Architectural Control Committee to enforce the protective covenants and restrictions. 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. 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.

I. The Declarant has recorded a Declaration of Easement for Private Road and Private Utilities ("Declaration of Easement") which provides the Unit Owners with a permanent non-exclusive easement for ingress and egress through private roads to a public right-of-way, and the right to use Outlot 2 of Wood County Certified Survey Map number 9857 for community septic purposes. The Declaration of Easement is attached hereto as Exhibit D. Each Unit owner shall be a member of the East Shore Community Association, Ltd. ("East Shore 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 East Shore Association is governed by a separate Declaration and By-laws, and shall have the authority to adopt budgets for revenues, expenditures, and reserves, and levy and collect assessments for expenses related to the maintenance of the private roads, utilities, and the community septic system. The East Shore Association shall assess each Unit owner, and each Unit owner shall be responsible for paying their pro rata share of the general and special charges, which may be determined and assessed monthly or annually by the Declarant or the East Shore Association, solely for defraying the costs and expenses (including actual attorney fees) of the East Shore Association for maintaining and improving the private roads. The private roads which service the Condominium include Old Growth Trail, Forest Trail, Lakeport Trail, East Shore Trail, South Bluff Trail, Fish Camp Trail, Campfire Trail, Fly Rod Trail and additional future private roads. The East Shore Association shall also assess each Unit owner, and each Unit owner shall be responsible for paying their pro rata share of the general and special charges, which may be determined and assessed monthly or annually by the Declarant or the East Shore Association, solely for defraying the costs and expenses (including actual attorney fees) of the East Shore Association for maintaining the private road and utilities that abut the condominium, and the community septic system located on Outlot 2 of Wood County Certified Survey Map number 9857. General and special assessments associated with the operation and maintenance of the private road and utilities abutting the condominium, and the community septic system shall initially be shared pro rata among the owners of Units 1 through 10, until such time as the condominium is expanded. General assessments for the community septic system are estimated to be approximately \$100 per year for each Unit which is not connected to the system, and \$200 per year for Units that are connected to the system. The general assessments for the private roads, utilities, and community septic system are subject to change upon written notice from the East Shore Association. Failure of any Unit owner to pay the assessments levied by the East Shore Association when due shall from that date become and remain a lien upon the Unit until paid, with interest on the charges from the due date of 18% per annum until paid in full as set forth in the Declaration of Easement. In the event the Declarant dedicates, transfers, or conveys Outlot 2 of Wood County Certified Survey Map No. 9857, or any portion thereof to the Association, the Association shall accept such dedication, transfer or conveyance.

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.

EXHIBIT A
LEGAL DESCRIPTION

Sunset Point Condominium

Lot 1 of Wood County Certified Survey Map number 9857 as recorded in Volume 35 of Survey Maps on Page 157 as Document number 2015R01095. Located in the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

EXHIBIT B
CONDOMINIUM PLAT
(see attached Plat as the next pages)

Sunset Point

Condominium

Lot 1 of Wood County Certified Survey Map number 9857 as recorded in Volume 35 of Survey Maps on Page 157 of Document number 2015R01095. Part of the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Scrongia (Village of Port Edwards), Wood County, Wisconsin.

Volume _____ of Condominium Plats, Page _____

PROFESSIONAL LAND SURVEYOR'S CERTIFICATE:

I, Christopher J. Renner, hereby certify that I am a Professional Land Surveyor and that I have fully complied with the provisions of Chapter 703 of the Wisconsin State Statutes and Chapter 17 of the Municipal Code of the Village of Port Edwards; and that I have surveyed and mapped the property described and shown upon these sheets of these Condominium Plat of the direction of Brad Pawloski for Nepco Lake Development, LLC, owner; and that said plat is a true and correct representation of the lands surveyed and the condominium described, to the best of my knowledge and belief; and that the identification and location of each unit and the common elements can be determined from the plat.

Christopher J. Renner, Professional Land Surveyor #2441

Date

Unit	Area to Measurand Line	Total Area±
Unit 1	5610 Sq. Ft.	0.22 Acres
Unit 2	1041 Sq. Ft.	0.04 Acres
Unit 3	464 Sq. Ft.	0.01 Acres
Unit 4	401 Sq. Ft.	0.01 Acres
Unit 5	413 Sq. Ft.	0.01 Acres
Unit 6	390 Sq. Ft.	0.01 Acres
Unit 7	390 Sq. Ft.	0.01 Acres
Unit 8	340 Sq. Ft.	0.01 Acres
Unit 9	798 Sq. Ft.	0.04 Acres
Unit 10	198 Sq. Ft.	0.01 Acres

Pawloski Development
NEPCO Lake
Castle Rock Lake
1825 Highway 23, Suite 100, S.E.
Nepean, WI 54955-1177
Phone: 920-26-7177

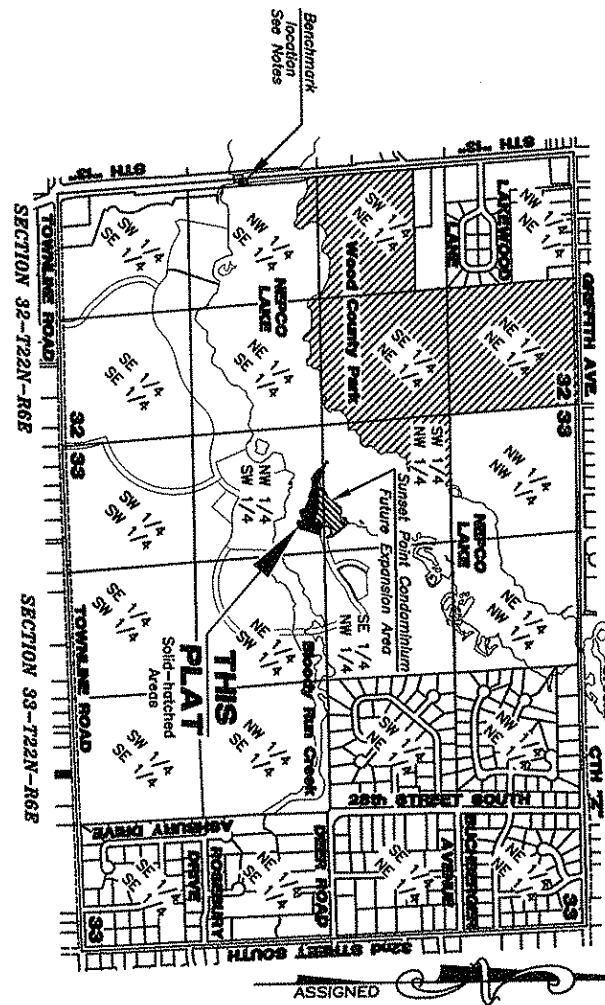
Sheet 1 of 3

Number	Direction	Distance
L1	N 55°49'31" W	57.27
L2	N 69°48'38" W	57.01
L3	N 83°55'01" W	58.93
L4	N 47°33'38" W	61.18
L5	N 83°23'28" W	58.88
L6	N 76°13'15" W	57.47
L7	N 79°12'24" W	57.94
L8	N 81°16'11" W	77.66
L9	N 78°53'14" W	81.73
L10	N 54°00'50" W	83.96
L11	S 42°27'49" W	39.74
L12	S 87°22'29" W	19.67
L13	N 17°28'31" E	6.98
L14	N 72°34'29" W	33.07
L15	N 87°02'27" W	35.85
L16	S 83°28'35" W	28.83
L17	S 75°24'12" W	32.46
L18	N 88°45'54" W	36.46
L19	N 67°31'11" W	21.86
L20	S 58°13'20" W	31.29
L21	N 82°36'44" E	20.83
L22	S 07°11'22" E	57.44
L23	S 07°09'37" W	41.83
L24	N 21°06'36" E	55.25
L25	N 21°06'36" E	52.10
L26	N 02°11'00" W	26.17
L27	N 28°08'35" E	25.12

Number	Radius	Delta Angle	Chord Bearing	Chord Length
C1	60.00'	65°35'36"	N 64°34'58" W	65.01'
C2	60.00'	62°35'59"	N 00°28'40.5" W	62.34'
C3	60.00'	141°44'26"	S 78°18'27" E	113.37'
C4	60.00'	269°57'03"	N 33°56'15.5" E	84.89'
C5	60.00'	26°40'03"	N 84°03'14.5" W	27.87'
C6	60.00'	39°56'33"	N 51°14'56.5" W	40.00'
C7	60.00'	204°20'27"	S 70°23'33.5" W	117.30'

Tangent Bearing	Bearing
TB1	N 31°45'40" W
TB2	S 07°26'13" E

LOCATION MAP
SCALE: 1" = 1000'



PREPARED FOR:
Nepco Lake Development LLC
P.O. Box 1027
Wisconsin Rapids, WI 54485-1027
Field Book File: Page File
Old File: CH98414700.Las

Sunset Point Condominium

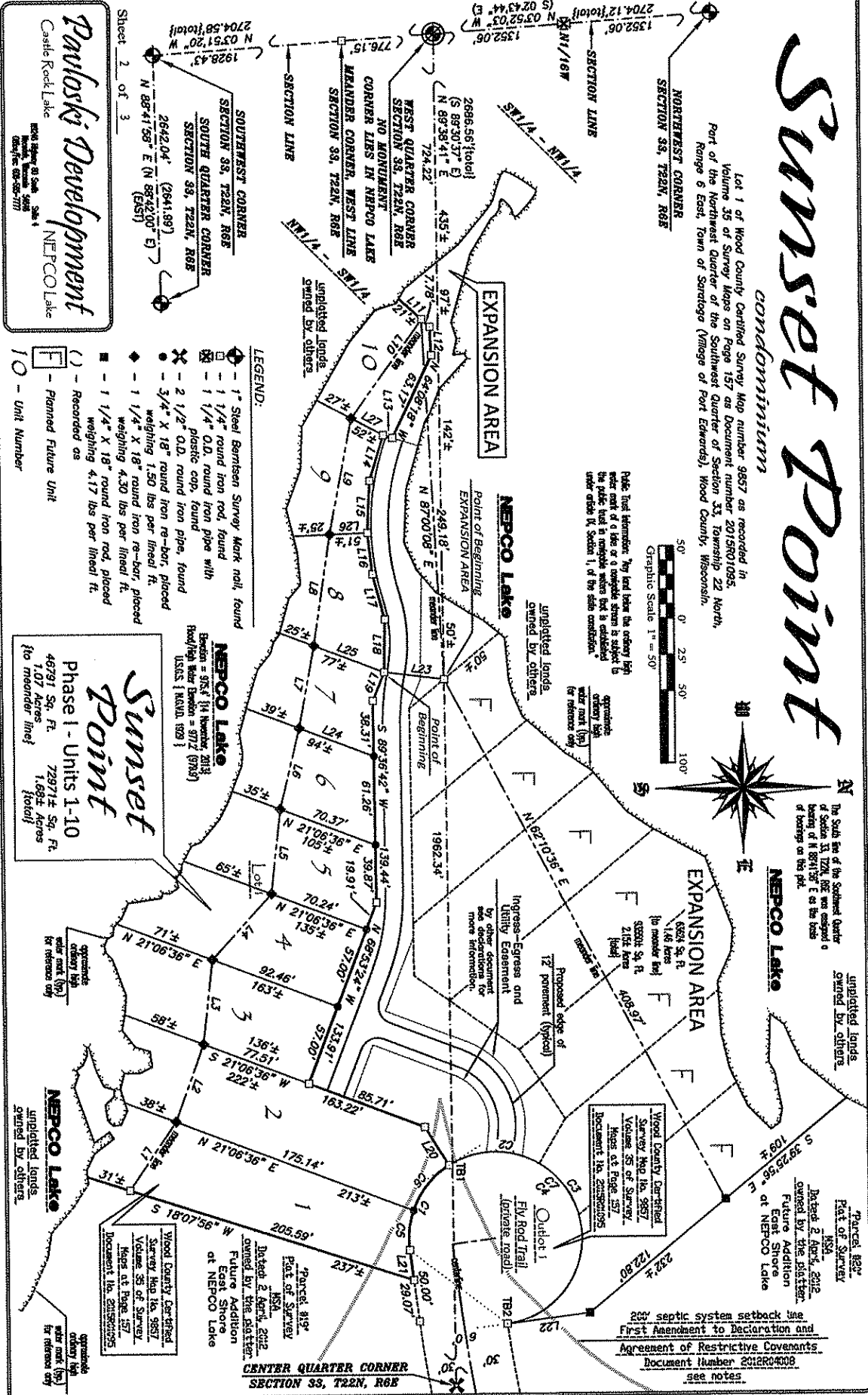
Condominium

Part of 1 of Wood County Certified Survey Map number 9857 as recorded in
 Volume 35 of Survey Maps on Page 157 as Document number 201800085,
 Part of the Northeast Quarter of the Southwest Quarter of Section 33, Township 22 North,
 Range 6 East, Town of Saratoga (Range of Port Edwards), Wood County, Wisconsin.



unplatted lands owned by others

The South End of the Southwest Quarter of Section 33, T22N, R6E was conveyed to the public land in 1911 under Act of Congress on that date.



LEGEND:

- ⬢ - 1" Steel Bannister Survey Mark nail found
- - 1 1/4" round iron rod, found
- ⊠ - 1 1/4" O.D. round iron pipe with plastic cap, found
- ⊘ - 2 1/2" x 18" round iron pipe, 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.
- - 1 1/4" x 18" round iron rod, placed weighing 4.17 lbs per lineal ft.
- - Recorded as
- - Planned Future Unit
- 10 - Unit Number

Pauloski Development
 NEPCO Lake
 Castle Rock Lake

Sunset Point
 Phase I - Units 1-10
 46791 Sq. Ft. 729714 Sq. Ft.
 1,07 Acres (net) 1,684 Acres (total)

Wood County Certified Survey Map No. 9857, Volume 35 of Survey Maps on Page 157, Document No. 201800085

Parcel #39 - Part of Survey Map No. 201800085
 Dated & Apr. 2018
 owned by the plattee
 Future Addition at NEPCO Lake

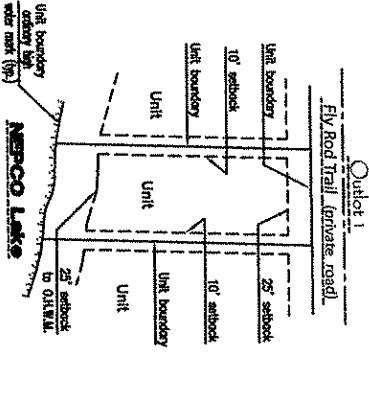
200' septic system setback see First Amendment to Declaration and Agreement of Restrictive Covenants Document Number 2018004008 see notes

Sunset Point condominium

Lot 1 of Wood County Certified Survey Map number 9857 as recorded in Volume 35 of Survey Maps on Page 157 as Document number 2015R01095. Part of the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

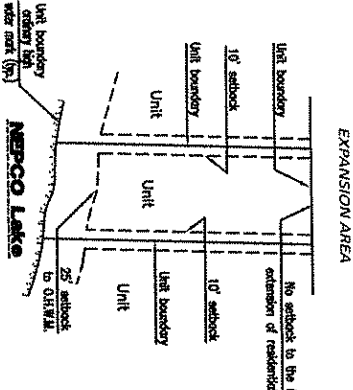
Planned Unit Development District (PUD)

per Chapter 17.102 - Zoning Code
Municipal Code - Port Edwards, Wisconsin E.T.A.L.
NOT TO SCALE



Planned Unit Development District (PUD)

per Chapter 17.102 - Zoning Code
Municipal Code - Port Edwards, Wisconsin E.T.A.L.
NOT TO SCALE



The building setbacks, as shown hereon are to the foundation of the residential structure constructed on any unit unless otherwise indicated. These building setbacks are applicable to units 1 and 2 and observe a 25' setback along Fly Rod Trail (Outlet 1)

The building setbacks, as shown hereon are to the foundation of the residential structure constructed on any unit unless otherwise indicated. These building setbacks are applicable to units 3 through 10 and observe a zero setback along lines that abut the Expansion Area.

Sheet 3 of 3

Prufoski Development
NEPCO Lake
Castle Rock Lake

Call Prufoski Development
for more information
800-555-1111

LEGAL DESCRIPTION - Phase 1, Units 1-10:

Lot 1 of Wood County Certified Survey Map number 9857 as recorded in Volume 35 of Survey Maps on Page 157 as Document number 2015R01095. Located in the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

LEGAL DESCRIPTION - EXPANSION AREA:

Part of the Southwest Quarter of the Northwest Quarter and part of the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin, bounded and described as follows:
Commencing at the Southwest corner of said Section 33, thence N 03°51'20" W along the West line of the Southwest Quarter of said Section 33 a distance of 2704.58 feet to the West Quarter corner of said Section 33, thence N 89°39'41" E along the North line of the Southwest Quarter of said Section 33 a distance of 724.22 feet to a meander line of NEPCO Lake and the POINT OF BEGINNING, thence N 62°10'36" E along a meander line of said NEPCO Lake a distance of 408.97 feet to a meander corner of said NEPCO Lake, thence S 39°25'56" E a distance of 122.80 feet, thence S 07°11'22" E a distance of 57.44 feet to a non-tangent curve to the left which has a radius of 60.00 feet, a delta angle of 204°20'27" and a chord that bears S 70°23'33.5" W a distance of 117.30 feet, thence along the arc of said curve a distance of 213.98 feet to a northerly corner of Lot 1 of Wood County Certified Survey Map number 9857, thence the following bearings and distances along said Lot 1, S 58°13'20" W a distance of 31.29 feet, thence S 21°06'56" W a distance of 85.71 feet, thence N 68°53'24" W a distance of 133.91 feet, thence S 89°35'42" W a distance of 138.44 feet, thence N 67°31'11" W a distance of 21.36 feet, thence N 88°45'34" W a distance of 36.46 feet, thence S 75°24'12" W a distance of 32.46 feet, thence S 83°28'55" W a distance of 28.83 feet, thence N 87°02'27" W a distance of 35.85 feet, thence N 72°34'29" W a distance of 33.07 feet, thence N 17°25'31" E a distance of 6.58 feet, thence N 64°08'18" W a distance of 63.17 feet, thence S 87°22'29" W a distance of 19.67 feet, thence S 42°27'49" W a distance of 7.78 feet to a meander corner of said NEPCO Lake, thence departing from said Lot 1, N 67°00'08" E along a meander line of said NEPCO Lake a distance of 249.18 feet to the POINT OF BEGINNING.
Including or excluding all lands lying between the boundary lines, the boundary lines extended, the meander line and the ordinary high water mark of NEPCO Lake.
Subject to easements, covenants, restrictions and right-of-ways of record.

NOTES:

Sunset Point Condominium is subject to a "Waiver of Claims Agreement" recorded as Document No. 2011R003193.
Sunset Point Condominium is subject to a "Sunset Point Condominium is subject to a Declaration and Agreement of Restrictive Covenants" recorded as Document No. 2011R03194 and "First Amendment to Declaration and Agreement of Restrictive Covenants" recorded as Document No. 2012R04009 which allows for no on site septic systems within 200' of the ordinary high water mark of NEPCO Lake and other restrictions.
Sunset Point Condominium is subject to a recorded Declaration of Restrictions for NEPCO Lake Owner's Association, Inc., recorded as the following documents:
Declaration - Document number 2012R05007
Amendment and Restated - Document no. 2012R11083
2nd Amended and Restated - 2013R003108
3rd Amended and Restated - 2014R003300
NEPCO Lake elevations as shown hereon are derived from the benchmark on the S.T.H. "13" Bridge, structure B-71-62 which is a 2.5" cast iron disk in the Northeast abutment.
Elevation provided by the Wisconsin Department of Transportation - 982.34' U.S.G.S. (N.G.V.D. 1929).

Lands contained within this plot are part of the territory subject to a Boundary Agreement between the Village of Port Edwards and the Town of Saratoga. During the 10 year term of this Agreement, the territory shall be in the Town. The territory shall continue to be subject to only Village ordinances and regulations relating to land use and land development. These ordinances and regulations shall be administered and enforced by the Village, which shall have exclusive jurisdiction regarding such land use and land development matters. This Boundary Agreement has an effective date of January 1, 2014 and shall terminate 10 years thereafter on December 31, 2023.
The designated private wastewater treatment system for Units 1-10 will also be serving additional future units and additional future lots.
The system shall be located on Outlet 2 of Wood County Certified Survey Map number 9857.
Sunset Point Condominium and the future expansion expansion area contains 166,521± square feet or 3.82± acres total.
See Declarations for information regarding future expansion.

EXHIBIT C
EXPANSION LANDS

Sunset Point Condominium

Part of the Southwest Quarter of the Northwest Quarter and part of the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin, bounded and described as follows;

Commencing at the Southwest corner of said Section 33, thence N 03°51'20" W along the West line of the Southwest Quarter of said Section 33 a distance of 2704.58 feet to the West Quarter corner of said Section 33, thence N 89°38'41" E along the North line of the Southwest Quarter of said Section 33 a distance of 724.22 feet to a meander corner of NEPCO Lake and the POINT OF BEGINNING, thence N 62°10'36" E along a meander line of said NEPCO Lake a distance of 408.97 feet to a meander corner of said NEPCO Lake, thence S 39°25'56" E a distance of 122.80 feet, thence S 07°11'22" E a distance of 57.44 feet to a non-tangent curve to the left which has a radius of 60.00 feet, a delta angle of 204°20'27" and a chord that bears S 70°23'33.5" W a distance of 117.30 feet, thence along the arc of said curve a distance of 213.98 feet to a Northerly corner of Lot 1 of Wood County Certified Survey Map number 9857, thence the following bearings and distances along said Lot 1, S 58°13'20" W a distance of 31.29 feet, thence S 21°06'36" W a distance of 85.71 feet, thence N 68°53'24" W a distance of 133.91 feet, thence S 89°36'42" W a distance of 139.44 feet, thence N 67°31'11" W a distance of 21.36 feet, thence N 88°45'34" W a distance of 36.46 feet, thence S 75°24'12" W a distance of 32.46 feet, thence S 83°28'35" W a distance of 28.83 feet, thence N 87°02'27" W a distance of 35.85 feet, thence N 72°34'29" W a distance of 33.07 feet, thence N 17°25'31" E a distance of 6.58 feet, thence N 64°08'18" W a distance of 63.17 feet, thence S 87°22'29" W a distance of 19.67 feet, thence S 42°27'49" W a distance of 7.78 feet to a meander corner of said NEPCO Lake, thence departing from said Lot 1, N 87°00'08" E along a meander line of said NEPCO Lake a distance of 249.18 feet to the POINT OF BEGINNING.

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

EXHIBIT D
DECLARATION OF EASEMENT FOR PRIVATE ROAD AND PRIVATE UTILITES EASEMENT
(see attached Declaration as the next pages)

**DECLARATION OF EASEMENT FOR PRIVATE
ROAD AND PRIVATE UTILITIES**



* 2 0 1 5 R 0 1 1 8 9 *

2015R01189

SUSAN E. GINTER
WOOD COUNTY
REGISTER OF DEEDS
RECORDED ON

02/13/2015 11:08AM
REC FEE: 30.00
EXEMPT #: N/A
PAGES: 15

Document Number

Title of Document

Name and Return Address:

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

DECLARATION OF EASEMENT FOR PRIVATE ROAD AND PRIVATE UTILITIES

THIS DECLARATION (the "Declaration") is executed as of February 11th, 2015, by Nepco Lake Development, LLC, a Wisconsin limited liability company (the "Declarant").

RECITALS:

A. The Declarant is the owner of certain real property located in Wood County, Wisconsin, as described on the attached Exhibit A and referred to on the exhibit and in this Declaration as the "Property".

B. The Declarant intends to subdivide the Property into residential subdivision lots, condominium units, and common areas.

C. The Declarant is the developer of East Shore at Nepco Lake Subdivision which is subject to a Declaration of Covenants, Conditions, and Restrictions dated December 23, 2013, and recorded with the Wood County Register of Deeds on December 26, 2013 as Document No. 2013R12367, as amended by an Amendment dated the 9th day of September, 2014, which was recorded with the Register of Deeds for Wood County on the 10th day of September, 2014, as Document No. 2014R07044; as further amended by the Second Amendment dated the 8th day of October, 2014, which was recorded with the Register of Deeds for Wood County on the 9th day of October, 2014, as Document No. 2014R08024; as further amended by the Third Amendment dated the 30th day of October, 2014, which was recorded on the 30th day of December, 2014, with the Register of Deeds for Wood County, as Document No. 2014R10332; as further amended by the Fourth Amendment dated the 11th day of February, 2015, which was recorded on the 13TH day of February, 2015 with the Wood County Register of Deeds, as Document No. 2015R 01188 (collectively, the "East Shore Restrictions"). Article XXIII of the East Shore Restrictions provides that the Declarant has the sole right to grant easements for the benefit of Declarant's other developments for the use of the Outlots in East Shore at Nepco Lake Subdivision.

D. Any lots and units that are created in the future by division of the Property through subdivision plat, certified survey map, or condominium plat, or otherwise, are referred to in this Declaration as the "Lots".

E. Certain real property more particularly described on Exhibit B attached to and made a part of this Declaration is referred to in this Declaration as the "Roadway Property".

F. A portion of the Roadway Property is improved as a private road (the "Private Road").

G. Certain real property more particularly described on Exhibit C attached to and made a part of this Declaration is referred to in this Declaration as the "Septic Area".

H. Certain real property more particularly described on Exhibit D attached to and made

a part of this Declaration is referred to in this Declaration as the "Ingress - Egress and Utility Easement Area".

I. The Declarant wishes to create a nonexclusive easement over the Roadway Property, the Septic Area, and the Ingress - Egress and Utility Easement Area under the terms of this Declaration.

DECLARATION

The Declarant declares that:

1. **Definitions.** The terms set forth in this Section 1 shall have the following definitions:

(a) **Association:** The association described in Section 5, below, and the association's successors and assigns.

(b) **Municipality:** The Town of Saratoga (Village of Port Edwards), Wisconsin.

(c) **Owner:** The person or persons, including any business organization, having the power to convey the fee simple title to any portion of the Property.

2. **Creation of Easements.**

(i) The Roadway Property shall be subject to the following easements, all of which shall be perpetual and nonexclusive:

(a) **Vehicular and Pedestrian Access Easement:** An easement for ingress and egress for the purpose of granting to all of the Owners and their occupants, agents, employees, guests, licensees, and invitees vehicular and pedestrian access across the Roadway Property;

(b) **Fire Department and Vehicular Access.** An easement for emergency access by the local fire department or any other emergency services, and for ingress and egress for garbage trucks and other service vehicles for the purpose of granting the providers of these services vehicular and emergency access across the Private Road.

(ii) The Septic Area shall be subject to the following easements, all of which shall be perpetual and nonexclusive:

(a) **Septic Easement:** An easement for the purpose of permitting the Unit Owner's in Sunset Point Condominium, and any expansion of Sunset Point Condominium, and their agents to install, lay, operate, repair, and maintain a septic system and related improvements over, across and under the Septic Area, and access thereto. The Declarant reserves the right to grant additional Lot owners or unit owners the right to utilize the Septic Area for community septic purposes.

(iii) The Ingress - Egress and Utility Easement Area shall be subject to the following easements, all of which shall be perpetual and nonexclusive:

(a) **Ingress - Egress and Utility Easement:** An easement for the purpose of permitting the Unit Owner's in Sunset Point Condominium, and any expansion of Sunset Point Condominium, their occupants, agents, employees, guests, licensees, and invitees vehicular and pedestrian access over, under and across the Ingress - Egress and Utility Easement Area. The Declarant reserves the right to grant additional Lot owners or unit owners the right to utilize the Ingress - Egress and Utility Easement Area for any purpose.

(b) **Fire Department and Vehicular Access.** An easement for emergency access by the local fire department or any other emergency services, and for ingress and egress for garbage trucks and other service vehicles for the purpose of granting the providers of these services vehicular and emergency access across the Ingress - Egress and Utility Easement Area.

3. No Parking in Private Road and Ingress - Egress and Utility Easement Area. Parking shall not be allowed on the Private Road and in the Ingress - Egress and Utility Easement Area, except that parking may be allowed in permitted areas for periods up to 24 hours.

4. Owners' Easements. The easements granted to the Owners under this Declaration shall be appurtenant to and shall pass with the title to the Property and any portion of the Property. The Owners' easements created by this Declaration shall be subject to the following:

(a) The right of the Declarant and the Association to establish reasonable rules regulating use of the Private Road, the Septic Area, and Ingress - Egress and Utility Easement Area; and

(b) The right of the Declarant (or the Association, following the expiration of Declarant control of the Association) to dedicate or transfer all or any part of the Private Road, the Septic Area and Ingress - Egress and Utility Easement Area to another association of lot or unit owners, to any public agency, authority, or utility for such purposes, and subject to such conditions, as may be agreed to by the Declarant (or, if applicable, the Association). No such dedication or transfer shall be effective unless the association, public agency, authority, or utility agrees to accept it.

5. Association.

(a) **Membership.** Every Owner in fee simple of a Lot shall automatically be deemed to be a member of the East Shore Community Association, Ltd. (the "Association"), which shall have the rights, and carry out the duties, assigned to it under this Declaration and the East Shore Restrictions. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot. Members shall be entitled to one vote for every Lot with respect to which the Owner is deemed to be an Owner. When more than one person

holds any interest in any Lot, the vote for the Lot shall be exercised as those persons among themselves determine, but in no event shall more votes be cast with respect to any Lot than the number of votes assigned to the Lot under this Section.

(b) Board of Directors. The affairs of the Association shall be governed by a board of directors consisting of three persons. The Declarant shall be entitled to appoint all of the directors until such time as the Declarant provides notice to the Association that it has decided to transfer control of the Association to the Association. Within 60 days of the date that the Declarant ceases to control the Association, the Association shall hold a meeting, and the members shall elect all three directors.

6. Obligations of the Association. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for enforcing this Declaration, exercising exclusive management and control of the Private Road, the Septic Area and Ingress - Egress and Utility Easement Area, and keeping them in good, clean, attractive, and sanitary condition, order, and repair. The Association shall be governed in accordance with the Association's articles and bylaws or other governing documents.

7. Damage or Destruction of Private Road, Septic Area or Ingress - Egress and Utility Easement Area. If any portion of the Private Road, the Septic Area, or Ingress - Egress and Utility Easement Area is damaged or destroyed by an Owner, by any of the Owner's guests, tenants, licensees, or agents, or by a member of the Owner's family, the Owner authorizes the Association to repair the damaged area. The Declarant or the Association shall have the right to repair the damaged area in a workmanlike manner in conformity with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association or the Declarant in the discretion of the Association or Declarant. The amount necessary for the repairs shall become a special assessment on the Lot of the Owner. Furthermore, any public utility installing any improvements within the Private Road or Ingress - Egress and Utility Easement Area shall restore the surface of those areas to their condition existing before the installation.

8. General Charges. All Lots shall be subject to general charges, which may be determined and assessed monthly or annually by the Declarant or the Association, solely for defraying the costs and expenses (including actual attorney fees) of the Association in carrying out its stated purposes and functions and for maintaining and improving the Private Road. The general charges shall be sufficient to raise an amount that, in the reasonable judgment of the Declarant and the Association and combined with amounts collectible from other users of the Private Road, may be required to cover the expenses of the ensuing calendar year (including interest costs) and to establish a reasonable reserve for future roadway repairs and replacements. All Lots that utilize the Septic Area for sanitary sewer purposes shall be subject to general charges, which may be determined and assessed monthly or annually by the Declarant or the Association, solely for defraying the costs and expenses (including actual attorney fees) of the Association in carrying out its stated purposes and functions and for maintaining and improving the Septic Area. The general charges shall be sufficient to raise an amount that, in the reasonable judgment of the Declarant and the Association and combined with amounts collectible from other users of the Septic Area, may be required to cover the expenses

of the ensuing calendar year (including interest costs) and to establish a reasonable reserve for future Septic Area repairs and replacements. The Unit Owner's in Sunset Point Condominium, and any expansion of Sunset Point Condominium, and any other Lot owners or Unit owners granted the right to directly utilize the Ingress - Egress and Utility Easement Area by the Declarant shall be subject to general charges, which may be determined and assessed monthly or annually by the Declarant or the Association, solely for defraying the costs and expenses (including actual attorney fees) of the Association in carrying out its stated purposes and functions and for maintaining and improving the Ingress - Egress and Utility Easement Area. The general charges shall be sufficient to raise an amount that, in the reasonable judgment of the Declarant and the Association and combined with amounts collectible from other users of the Ingress - Egress and Utility Easement Area, may be required to cover the expenses of the ensuing calendar year (including interest costs) and to establish a reasonable reserve for future Ingress - Egress and Utility Easement Area repairs and replacements.

9. Special Charges. All Lots shall be subject to special charges, which may be determined and assessed by the Association for the expenses described in Section 8, above, for which the general charges are inadequate.

10. Collection. The right to collect or enforce the collection of charges assessable to the Owners is exclusively delegated to the Association. The Owner of a Lot, or any portion of a Lot, shall be personally obligated to pay charges that were assessed or accrued upon the land owned during the period of ownership. All charges that are unpaid when due shall from that date become and remain a lien upon the Lot until paid, with interest on the charges from the due date of 18% per annum until paid in full. The Association shall have the sole right to bring all actions and proceedings for the collection of the charges and for the enforcement of liens securing the charges. Any liens securing unpaid charges arising by virtue of this Declaration shall be subject and subordinate to the lien of any first-lien mortgage whether the mortgage is executed or recorded before or after the creation of the liens. Nothing in this Declaration shall prevent or impede the collection of lawful charges, taxes, or similar charges by the Municipality. The Association may commence a collection action against any Owner personally obligated to pay the charges or an action to foreclose the lien for the charges against any Lot. Any such foreclosure action may be brought, at the Association's election, either in the same manner as an action to foreclose a real estate mortgage or as a proceeding to enforce a lien under chapter 779 of the Wisconsin Statutes. The Association shall, upon the written request of an Owner or purchaser of any Lot, issue a Certificate of Status of Lien. If an attorney is retained to enforce any delinquent charges, reasonable attorney fees, title charges, court costs, and other costs incurred shall be added to and become a part of the charges.

11. Amendment. This Declaration may be amended by the recording of a written instrument executed by Declarant, until the later of: (1) Thirty (30) years from the date that the first Lot is conveyed to any person other than Declarant; or (2) Thirty (30) days after the conveyance by Declarant to purchasers of all of the Lots, including all Lots added to this Declaration as set forth below; or (3) Declarant's election to waive its right to control the Association. After Declarant has transferred control of the Association to the Members in writing, and until the termination of this Declaration, this Declaration may be amended by the recording of a written instrument executed by or on behalf of all of the following: (a) the owners of at least 60% of

the Lots subject to this Declaration; (b) in the case of any amendment to Sections 2(i)(b) and 2(iii)(b) only, the Municipality. In ascertaining the number of Owners assenting to any such instrument, persons, including any business organizations, having the power to convey the fee simple title in a given Lot shall constitute a unit having a single vote. Notwithstanding the foregoing, this Declaration shall not be amended in a manner that would cause the Property to cease to have access over the Private Road to a public road.

12. Declarant's Rights. Declarant has acquired or may acquire in the future other lands in the vicinity of the Property. Declarant or its affiliates shall have the express right, but not the obligation, to develop lands in the vicinity of the Property in such a manner as to create an integrated development with the Property. To accomplish that purpose, Declarant and its affiliates shall have the express right, without the necessity of obtaining the approval of the Association or the owner of any Lot, to do any or all of the following: (a) Grant easements for the use, and establish requirements for the maintenance of, the Private Roadway, the Septic Area, and Ingress - Egress and Utility Easement Area such that the owners of Lots in all of the developments have the full right of access to and use of the Private Roadway, the Septic Area, Ingress - Egress and Utility Easement Area and/or other common areas, and the owners of all Lots share in the maintenance expenses; (b) Amend this Declaration in its sole discretion so as to subject any additional lands to this Declaration; and, in doing so, Declarant or its affiliates shall have the right, when required or requested by any governmental body, to establish certain provisions which may be applicable to one or more, but less than all, of the developments; and (c) Amend the Articles of Incorporation and/or By-laws of the Association so that the Association functions as the association for all or some of the developments.

13. Covenants Run with Land. All of the terms and conditions in this Declaration, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by each owner and their respective successors and assigns as owners of the Lots. The easements granted under Section 2(i)(a), 2(ii)(a) and 2(iii)(a) of this Declaration are easements appurtenant to the Lots and may not be transferred separately from, or severed from, title to the Lots. Furthermore, the benefits of the easements granted under Section 2 may be extended to any properties other than the Lots by the Declarant without the consent of the owners of the Lots. Each Owner shall cease to have further liability under this Declaration with respect to facts or circumstances first arising after the Owner has transferred its fee simple interest in a Lot, except, however, for such obligations as accrued during the Owner's period of ownership of fee title to the Lot.

14. Non-Use. Non-use or limited use of the easement rights granted in this Declaration shall not prevent the benefiting party from later use of the easement rights to the fullest extent authorized in this Declaration.

15. Governing Law. This Declaration shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

16. Intentionally Omitted.

17. Invalidity. If any term or condition of this Declaration, or the application of this Declaration to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Declaration, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

18. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Declaration shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Declaration.

19. No Public Dedication. Nothing in this Declaration shall be deemed to be a gift or dedication of any portion of the easements granted under this Declaration to the general public or for any public purpose whatsoever (except to the extent dedication occurs as provided in Section 4(b)). The Declarant or Association may take such measures as it may deem necessary to prevent the dedication to the public of the Private Road, the Septic Area, and Ingress - Egress and Utility Easement Area, whether by express grant, implication, or prescription. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Declaration.

20. Assignability of Declarant's Rights. The Declarant may, by a written, recorded instrument, transfer its rights as Declarant under this Declaration to any person, who, effective upon the recording of the instrument, shall be the Declarant for all purposes under this Declaration.

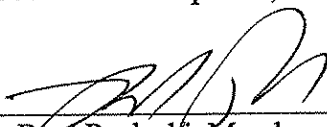
21. Nonforfeiture. Any violation of these restrictions shall not result in a forfeiture or reversion of title to any Lot.

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

(Signatures appear on the next page following)

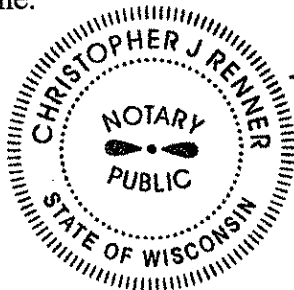
DECLARANT:

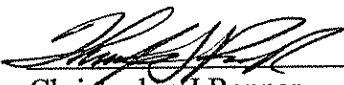
Nepco Lake Development, LLC

By: 
Brad Pavloski, Member

STATE OF WISCONSIN)
)ss
JUNEAU COUNTY)

Personally came before me this 11th day of February, 2015, the above-named Brad Pavloski, a Member of Nepco Lake Development, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledge the same.




Christopher J Renner
Notary Public, Juneau County, Wisconsin
My commission expires: January 23, 2018

This document was drafted by
Michael D. Orgeman
Lichtsinn & Haensel, s.c.
111 East Wisconsin Avenue, Suite 1800
Milwaukee, WI 53202

Exhibit A

(Legal description of Property)

The NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 32, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin, **EXCEPT** that part lying North of Nepco Lake, **ALSO EXCEPT** highway. **ALSO EXCEPT** all lands below the ordinary high water mark of Nepco Lake. **INCLUDING** any and all islands.

The NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 32, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin, **EXCEPT** that part lying North of Nepco Lake. **ALSO EXCEPT** all lands below the ordinary high water mark of Nepco Lake.

The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 32, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

The SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 32, Township 22 North, Range 6 East, **EXCEPT** Hwy ROW and **EXCEPT** Lot 1 of Wood County Certified Survey Map No. 9525 recorded in Volume 34 of Survey Maps on Page 25 as Document number 2012R11120.

The N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin. **EXCEPT** all lands below the ordinary high water mark of Nepco Lake. **INCLUDING** any and all islands.

The S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

The SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

The NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

The NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

The SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin, **EXCEPT** that part lying North and West of Nepco Lake. **ALSO EXCEPT** all lands below the ordinary high water mark of Nepco Lake.

The SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin, **EXCEPT** all lands below the ordinary high water mark of Nepco Lake.

The NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin, **EXCEPT** all lands below the ordinary high water mark of Nepco Lake.

The NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin, **EXCEPT** all lands below the ordinary high water mark of Nepco Lake.

EXCEPT: Part of the Northwest Quarter of the Southeast Quarter and part of the Southwest Quarter of the Southeast Quarter of Section 32, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin described as follows; Commencing at the South Quarter corner of said Section 32, thence N 89°51'21" E along the South line of the Southeast Quarter of said Section 32 a distance of 100.64 feet to the East line of Transportation Project Plat No: 6140-00-09 - 4.13 as recorded in Document number 2009R04652 and the POINT OF BEGINNING, thence N 13°32'10" W along said East line a distance of 30.84 feet to the Southwesterly corner of Lot-1 of Wood County Certified Survey Map number 9525, thence N 89°51'21" E along the South line of said Lot-1 a distance of 255.88 feet to the Southeast corner thereof, thence N 03°54'12" W along the East line of said Lot-1 a distance of 299.93 feet to the Northeast corner thereof, thence S 89°51'23" W along the North line of said Lot-1 a distance of 300.00 feet to the Northwest corner thereof and the East line of State Trunk Highway "13" and the East line of Transportation Project Plat No: 6140-00-09 - 4.13 as recorded in Document number 2009R04652, thence N 03°54'14" W along said East line a distance of 475.04 feet to an Easterly corner thereof, thence N 86°05'46" E along said Easterly line a distance of 28.00 feet to an Easterly corner thereof, thence N 03°54'14" W along said East line a distance of 878.39 feet to a meander line of Nepco Lake, thence S 51°33'21" E along said meander line a distance of 101.48 feet, thence S 03°54'14" E a distance of 398.79 feet, thence S 67°42'21" E a distance of 69.94 feet to a non-tangent curve to the left which has a radius of 130.00 feet, a delta angle of 32°49'26" and a chord that bears S 12°30'29" W a distance of 73.46 feet, thence along the arc of said curve a distance of 74.47 feet, thence S 03°54'14" E a distance of 110.31 feet to a curve to the left which has a radius of 280.00 feet, a delta angle of 28°18'06" and a chord that bears S 18°03'17" E a distance of 136.91 feet, thence along the arc of said curve a distance of 138.31 feet to a curve to the right which has a radius of 270.00 feet, a delta angle of 50°25'42" and a chord that bears S 06°59'29" E a distance of 230.04 feet, thence along the arc of said curve a distance of 237.64 feet, thence S 18°13'22" W a distance of 18.65 feet to a non-tangent curve to the left which has a radius of 60.00 feet, a delta angle of 150°16'46" and a chord that bears S 03°04'59" W a distance of 115.99 feet, thence along the arc of said curve a distance of 157.37 feet, thence S 17°56'36" W a distance of 39.44 feet, thence S 70°42'11" E a distance of 390.63 feet, thence S 03°54'14" E a distance of 353.05 feet to the South line of the Southeast Quarter of said Section 32, thence S 89°51'21" W along said South line a distance of 465.91 feet to the POINT OF BEGINNING. Including all lands lying between the boundary lines extended, the meander line and the ordinary high water mark of Nepco Lake.

EXCEPT: Lots 1 through 29 inclusive and Outlot 1 of East Shore at NEPCO Lake. Filed on the 5th day of December, 2013 in Volume 13 of Plats at Page 114 as Document number 2013R11837, located in the Southwest Quarter of the Southeast Quarter, the Northwest Quarter of the Southeast Quarter, the Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 32; the Southwest Quarter of the Southwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

EXCEPT: Lots 30 through 39 inclusive, Outlot 3 and Outlot 4 of First Addition to East Shore at NEPCO Lake. Filed on the 10th day of September, 2014 in Volume 13 of Plats at Page 122 as

Document number 2014R07043, located in the Southeast Quarter of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 32, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

EXCEPT: Lots 40 through 53 inclusive, Outlot 5 and Outlot 6 of Second Addition to East Shore at NEPCO Lake. Filed on the 9th day of October, 2014 in Volume 13 of Plats at Page 123 as Document number 2014R08023, located in the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

EXCEPT: Lot 1 of Wood County Certified Survey Map number 9777 as recorded in Volume 35 of Survey Maps on Page 77 as Document number 2014R06042. Located in the Southeast Quarter of the Southeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 32, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

EXCEPT: Lot 1 of Wood County Certified Survey Map number 9814 as recorded in Volume 35 of Survey Maps on Page 114 as Document number 2014R08191. Located in the Southeast Quarter of the Southeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 32, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

EXCEPT: Lot 1 of Wood County Certified Survey Map number 9820 as recorded in Volume 35 of Survey Maps on Page 120 as Document number 2014R08410. Located in the Northeast Quarter of the Southeast Quarter of Section 32 and the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

EXCEPT: Lot 1 of Wood County Certified Survey Map number 9833 as recorded in Volume 35 of Survey Maps on Page 133 as Document number 2014R09408. Located in the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

EXCEPT: Lot 1 of Wood County Certified Survey Map number 9837 as recorded in Volume 35 of Survey Maps on Page 137 as Document number 2014R09712. Located in the Southwest Quarter of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 32, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

EXCEPT: Lots 1 and 2 of Wood County Certified Survey Map number 9848 as recorded in Volume 35 of Survey Maps on Page 148 as Document number 2014R10335. Located in the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

Exhibit B

(Legal description of Roadway Property)

Outlot 1 of East Shore at NEPCO Lake. Filed on the 5th day of December, 2013 in Volume 13 of Plats at Page 114 as Document number 2013R11837, located in the Southwest Quarter of the Southeast Quarter, the Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 32; the Southwest Quarter of the Southwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

Outlot 3 and Outlot 4 of First Addition to East Shore at NEPCO Lake. Filed on the 10th day of September, 2014 in Volume 13 of Plats at Page 122 as Document number 2014R07043, located in the Southeast Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 32, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

Outlot 5 of Second Addition to East Shore at NEPCO Lake. Filed on the 9th day of October, 2014 in Volume 13 of Plats at Page 123 as Document number 2014R08023, located in the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

Outlot 1 of Wood County Certified Survey Map number 9857 as recorded in Volume 35 of Survey Maps on Page 157 as Document number 2015R01095. Located in the Southwest Quarter of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter, the Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

Exhibit C

(Legal description of Septic Area)

Outlot 2 of Wood County Certified Survey Map number 9857 as recorded in Volume 35 of Survey Maps on Page 157 as Document number 2015R01095. Located in the Southeast Quarter of the Northwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

Exhibit D

(Legal description of Ingress - Egress and Utility Easement Area)

Part of the Southwest Quarter of the Northwest Quarter and part of the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin, bounded and described as follows;

Commencing at the Southwest corner of said Section 33, thence N 03°51'20" W along the West line of the Southwest Quarter of said Section 33 a distance of 2704.58 feet to the West Quarter corner of said Section 33, thence N 89°38'41" E along the North line of the Southwest Quarter of said Section 33 a distance of 724.22 feet to a meander corner of NEPCO Lake, thence S 00°08'05" E a distance of 16.41 feet to the POINT OF BEGINNING, thence S 67°31'11" E a distance of 20.99 feet, thence N 89°36'42" E a distance of 158.66 feet, thence S 68°53'24" E a distance of 54.85 feet, thence N 21°06'36" E a distance of 59.89 feet to a curve to the right which has a radius of 62.50 feet, a delta angle of 75°40'39" and a chord that bears N 58°56'55.5" E a distance of 76.68 feet, thence along the arc of said curve a distance of 82.55 feet, thence S 83°12'45" E a distance of 14.17 feet to the westerly line of Outlot 1 of Wood County Certified Survey Map number 9857 and a non-tangent curve to the left which has a radius of 60.00 feet, a delta angle of 24°02'58" and a chord that bears S 06°47'16" W a distance of 25.00 feet, thence along the arc of said curve and the Westerly line of said Outlot 1 a distance of 25.18 feet, thence N 83°12'45" W a distance of 14.17 feet to a curve to the left which has a radius of 37.50 feet, a delta angle of 75°40'39" and a chord that bears S 58°56'55.5" W a distance of 46.01 feet, thence along the arc of said curve a distance of 49.53 feet, thence S 21°06'36" W a distance of 59.89 feet, thence S 68°53'24" E a distance of 40.63 feet to a Westerly line of Lot 1 of said Wood County Certified Survey Map number 9857, thence the following bearings and distances along said Lot 1, S 21°06'36" W a distance of 32.16 feet, thence N 68°53'24" W a distance of 133.91 feet, thence S 89°36'42" W a distance of 139.44 feet, thence N 67°31'11" W a distance of 21.36 feet, thence N 88°45'34" W a distance of 36.46 feet, thence S 75°24'12" W a distance of 32.46 feet, thence S 83°28'35" W a distance of 28.83 feet, thence N 87°02'27" W a distance of 35.85 feet, thence N 72°34'29" W a distance of 33.07 feet, thence N 17°25'31" E a distance of 6.58 feet to a meander line of NEPCO Lake, thence departing from said Lot 1, N 84°00'45" E along said meander line a distance of 168.05 feet to the POINT OF BEGINNING. Including or excluding all lands lying between the boundary lines, the boundary lines extended, the meander line and the ordinary high water mark of NEPCO Lake.

FIRST AMENDMENT TO DECLARATION OF
EASEMENT FOR PRIVATE ROAD AND
PRIVATE UTILITIES

Document Number

Title of Document



* 2 0 1 5 R 0 6 2 4 8 *

2015R06248

SUSAN E. GINTER
WOOD COUNTY
REGISTER OF DEEDS
RECORDED ON
07/21/2015 10:03AM
REC FEE: 30.00
EXEMPT #: N/A
PAGES: 6

Name and Return Address:

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

30.00p

**FIRST AMENDMENT TO DECLARATION OF
EASEMENT FOR PRIVATE ROAD AND PRIVATE UTILITIES**

This First Amendment to Declaration of Easement for Private Road and Private Utilities is made by Nepco Lake Development, LLC (“Declarant”) this 16 th day of July, 2015.

RECITALS

WHEREAS, the Declaration of Easement for Private Road and Private Utilities dated the 11th day of February, 2015, was recorded on the 13th day of February, 2015, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2015R01189 (“Declaration”); and

WHEREAS, the Declarant is the developer of East Shore at Nepco Lake Subdivision which is subject to a Declaration of Covenants, Conditions, and Restrictions dated December 23, 2013, and recorded with the Wood County Register of Deeds on December 26, 2013 as Document No. 2013R12367; and were amended by an Amendment dated the 9th day of September, 2014, which was recorded with the Register of Deeds for Wood County on the 10th day of September, 2014, as Document No. 2014R07044; and were further amended by the Second Amendment dated the 8th day of October, 2014, which was recorded with the Register of Deeds for Wood County on the 9th day of October, 2014, as Document No. 2014R08024; and were further amended by the Third Amendment dated the 30th day of October, 2014, which was recorded on the 30th day of December, 2014, with the Register of Deeds for Wood County, as Document No. 2014R10332; and were further amended by the Fourth Amendment dated the 11th day of February, 2015, which was recorded on the 13th day of February, 2015 with the Wood County Register of Deeds, as Document No. 2015R01188; and were further amended by the Fifth Amendment dated the 16th day of March, 2015, which was recorded on the 24th day of March, 2015 with the Wood County Register of Deeds, as Document No. 2015R02270; and were further amended by the

Sixth Amendment dated the 15th day of July, 2015, which was recorded on the 21ST day of July, 2015 with the Wood County Register of Deeds, as Document No. 2015R 06247 (collectively, the “East Shore Restrictions”); and

WHEREAS, Article XXIII of the East Shore Restrictions provides that the Declarant has the sole right to grant easements for the benefit of Declarant’s other developments for the use of the Outlots in East Shore at Nepco Lake Subdivision; and

WHEREAS, Section 11. of the Declaration provides that the Declarant has the sole right to amend the Declaration by recording a written instrument executed by Declarant for a period of thirty (30) years from the date that the first Lot is conveyed to any person other than Declarant; and

WHEREAS, the Declarant desires to amend the Declaration to include the lands legally described on Exhibit A attached hereto. Upon recording, one (1) additional outlot (Outlot 9) shall be part of the “Roadway Property” as that term is defined in the Declaration, and shall be subject to the terms and conditions of the Declaration; and

WHEREAS, the Declarant desires to amend the Declaration to include the lands legally described on Exhibit B attached hereto. Upon recording, the lands described therein described shall be part of the “Ingress-Egress and Utility Easement Area” as defined in the Declarations, and shall be subject to the terms and conditions of the Declaration; and

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Outlot 9 of the Fourth Addition to East Shore at NEPCO Lake Subdivision as described on Exhibit A attached hereto is hereby made part of the “Roadway Property” as defined in the Declaration, and shall be subject to the terms and conditions of the Declaration.
2. The lands described on Exhibit B attached hereto are hereby made part of the “Ingress-Egress and Utility Easement Area” as defined in the

Declaration, and shall be subject to the terms and conditions of the Declaration.

3. All other terms and conditions of the Declaration not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment to the Declaration of Easement for Private Road and Private Utilities is executed by the Declarant as of the day and year first written above.

(Declarant)

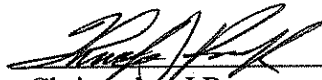
Nepco Lake Development, LLC

By:  _____
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF JUNEAU

Personally came before me this 16th day of July, 2015, the above-named Brad Pavloski, a Member of Nepco Lake Development, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledge the same.

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

This document was drafted by
Michael D. Orgeman
Lichtsinn & Haensel, s.c.
111 E. Wisconsin Avenue, Suite 1800
Milwaukee, WI 53202

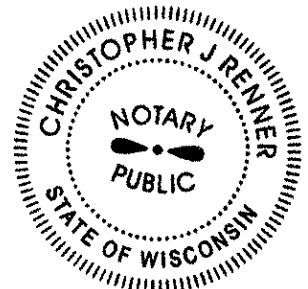


EXHIBIT A

LEGAL DESCRIPTION OF ADDITIONAL ROADWAY PROPERTY

Outlot 9 of Fourth Addition to East Shore at NEPCO Lake. Filed on the 15th day of July, 2015 in Volume 13 of Plats at Page 134 as Document number 2015R06031, Located in the Southeast Quarter of the Northwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

EXHIBIT B
LEGAL DESCRIPTION OF ADDITIONAL INGRESS-EGRESS
AND UTILITY EASEMENT AREA

Part of Outlot 7 of Fourth Addition to East Shore at NEPCO Lake as recorded in Volume 13 of Plats, Page 134 as Document number 2015R06031; Located in the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said Section 33, thence N 03°51'20" W along the West line of the Southwest Quarter of said Section 33 a distance of 2704.58 feet to the West Quarter corner of said Section 33, thence N 89°38'41" E along the North line of the Southwest Quarter of said Section 33 a distance of 724.22 feet to a meander corner of NEPCO Lake, thence N 69°05'43" W a distance of 21.00 feet to the Northerly line of Outlot 7 of said Fourth Addition to East Shore at NEPCO Lake, thence the following bearings and distances along the Northerly lines of said Outlot 7, S 39°25'56" E a distance of 30.96 feet, thence S 67°31'11" E a distance of 20.99 feet, thence N 89°36'42" E a distance of 158.66 feet to the POINT OF BEGINNING, thence continuing N 89°36'42" E a distance of 26.76 feet, thence N 35°35'15" E a distance of 89.14 feet, thence N 57°01'39" E a distance of 57.36 feet, thence S 59°10'41" E a distance of 36.11 feet to a non-tangent curve to the left which has a radius of 60.00 feet, a delta angle of 12°00'34" and a chord that bears S 24°49'02" W a distance of 12.55 feet, thence along the arc of said curve a distance of 12.58 feet to the Northerly line of an Ingress-Egress and Utility Easement as recorded in Document number 2015R01189, thence departing from said Outlot 7 the following bearings and distances along the Northerly lines of said Ingress-Egress and Utility Easement, N 83°12'45" W a distance of 14.17 feet to a curve to the left which has a radius of 62.50 feet, a delta angle of 75°40'39" and a chord that bears S 58°56'55.5" W a distance of 76.68 feet, thence along the arc of said curve a distance of 82.55 feet, thence S 21°06'36" W a distance of 59.89 feet, thence N 68°53'24" W a distance of 54.85 feet to the Northerly line of said Outlot 7 and the POINT OF BEGINNING.

FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR
SUNSET POINT CONDOMINIUM



* 2 0 1 5 R 0 6 2 4 9 *

2015R06249

SUSAN E. GINTER
WOOD COUNTY
REGISTER OF DEEDS
RECORDED ON

07/21/2015 10:03AM

REC FEE: 30.00

EXEMPT #: N/A

PAGES: 10

Record this document with the Register of Deeds

Name and Return Address:

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

30.00P

(Parcel Identification Number)

Document Number

Title of Document

**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR
SUNSET POINT CONDOMINIUM**

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR SUNSET POINT CONDOMINIUM is made this 16th day of July, 2015 pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") and pursuant to Section 8 of the Declaration.

WITNESSETH:

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

WHEREAS, the Condominium was established pursuant to the Declaration of Condominium for Sunset Point Condominium, recorded on February 13, 2015 in the Office of the Register of Deeds for Wood County, Wisconsin as Document No. 2015R01190 ("Declaration"); and

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

WHEREAS, pursuant to Chapter 703 and Section 8 of the Declaration, the Declarant has the right to add the Expansion Property to the Condominium all under the terms as described below.

NOW, THEREFORE, in consideration of the terms and conditions hereof, the Declarant hereby amends the Declaration under the terms hereof as follows:

1. STATEMENT OF DECLARATION.

The purpose of this Amendment is to expand the Condominium by adding such additional land as described on Exhibit A to the condominium form of ownership as part of Sunset Point Condominium as provided below.

The Declarant hereby declares that it is the owner of the real property described in Exhibit A and as shown on the Plat of Sunset Point Condominium Addendum attached hereto as Exhibit B, which are submitted to the condominium form of ownership as part of Sunset Point Condominium as provided for in the Declaration, and which Expansion Property shall be conveyed, devised, leased, encumbered, used, improved and in all respects subject to the provisions, terms, conditions, covenants, restrictions, and easements of the Declaration. All

provisions hereof and the Declaration shall be deemed to run with the land described herein and shall constitute benefits and burdens to the Declarant, its successors, assigns, and to all parties hereafter having an interest in the Expansion Property.

2. PROPERTY DESCRIPTION.

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

3. EFFECT OF THE AMENDMENT.

Pursuant to the original Declaration, ten (10) residential land condominium Units were declared. By this First Amendment to Declaration and as depicted herein the number of land condominium Units to be added is six (6) which are shown on the Addendum to the Condominium Plat. All provisions, restrictions, covenants, terms and conditions of the Declaration, the Articles of Incorporation, and By-Laws of Sunset Point Condominium Owner's Association, Inc., and such restrictions, rules and regulations as may be promulgated thereunder shall be applicable to the Expansion Property and Units hereby annexed to Sunset Point Condominium.

By reason of this Amendment and the addition of six (6) residential land condominium Units to Sunset Point Condominium, as of the effective date the original Declaration is amended in the following respects:

3.1 Number.

There are a total of sixteen (16) residential land condominium Units declared in Sunset Point Condominium.

3.2 Percentage of Interest.

Pursuant to Section 8(C) of the Declaration, the percentage of the undivided ownership interest in the facilities appurtenant to each unit and its owner, shall be determined by dividing the number one (1) by the number of Units declared, sixteen (16).

3.3 Voting.

There are sixteen (16) votes in the Association. Each unit shall be entitled to one vote at meetings of the Association, pursuant to the terms and conditions of the Declaration and By-Laws of the Association.

4. AMENDMENT.

The Condominium Plat for Sunset Point Condominium is hereby amended by adding the Plat of Sunset Point Condominium Addendum in the form attached hereto as Exhibit B and recorded herewith in the Condominium Plat records of Wood County.

5. EASEMENTS.

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

6. PROTECTIVE COVENANTS AND RESTRICTIONS.

Section 18 of the Declaration is hereby amended by adding the following language to the end of Section 18 with respect to the expansion Units (Units 11-16 inclusive):

All Units will be served by a community septic system. The dwellings constructed on Units 11, 14, 15 and 16 may not have more than two (2) bedrooms. The dwellings constructed on Units 12 and 13 may not have more than three (3) bedrooms.

Consistent with Section 19(I) of the Declaration, and despite the Unit Percentage of Interest set forth in Section 3.2 above, general assessments for the community septic system shall be shared equally among the owners of Units 1 through 16 inclusive and are estimated to be approximately \$100 per year for each Unit which is not connected to the system, and \$200 per year for Units that are connected to the system. The general assessments for the community septic system remain subject to change upon written notice from the Association.

7. EFFECT.


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

8. CERTIFICATION.

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


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

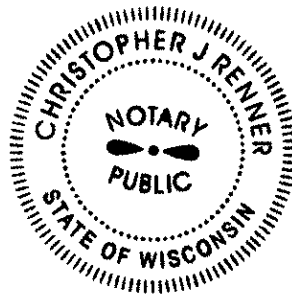
NEPCO LAKE DEVELOPMENT, LLC

By: 
Patrick Pavloski, Member

STATE OF WISCONSIN)
)SS
JUNEAU COUNTY)

Personally came before me this 16th day of July, 2015, the above named Patrick Pavloski being a member of Nepco Lake Development, LLC, a Wisconsin limited liability company, to me known to be the person who executed and acknowledged the foregoing instrument as an act of the limited liability company by its authority.


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



This instrument was drafted by:

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

EXHIBIT A
LEGAL DESCRIPTION OF EXPANSION PROPERTY

Lot 62 of Fourth Addition to East Shore at NEPCO Lake. Filed on the 15th day of July, 2015 in Volume 13 of Plats at Page 134 as Document number 2015R06031, Located in the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

EXHIBIT B
PLAT OF SUNSET POINT CONDOMINIUM ADDENDUM

(See attached)

Sunset Point

condominium addendum

Lot 62 of Fourth Addition to East Shore of NEPCO Lake as recorded in Volume 13 of Plats, Page 134 as Document number 2015R06031. Located in the Northwest Quarter of the Northwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Savelle (Village of Port Edwards), Wood County, Wisconsin.

PROFESSIONAL LAND SURVEYOR'S CERTIFICATE:

I, Christopher J. Renner, hereby certify that I am a Professional Land Surveyor, and that I have fully complied with the provisions of Chapter 703 of the Wisconsin State Statutes and Chapter 17 of the Municipal Code of the Village of Port Edwards; and that I have surveyed and mapped the property described and shown upon these sheets of these Condominium Plats at the direction of Brad Paulski for Necco Lake Development, LLC, owner; and that said plat is a true and correct representation of the lands surveyed and the condominium described, to the best of my knowledge and belief; and that the identification and location of each unit and the common elements can be determined from the plat.

Christopher J. Renner, Professional Land Surveyor #2441

Date

Tangent Bearing Table	Bearing
TB1	S 74°42'00" W
TB2	S 30°48'19" W

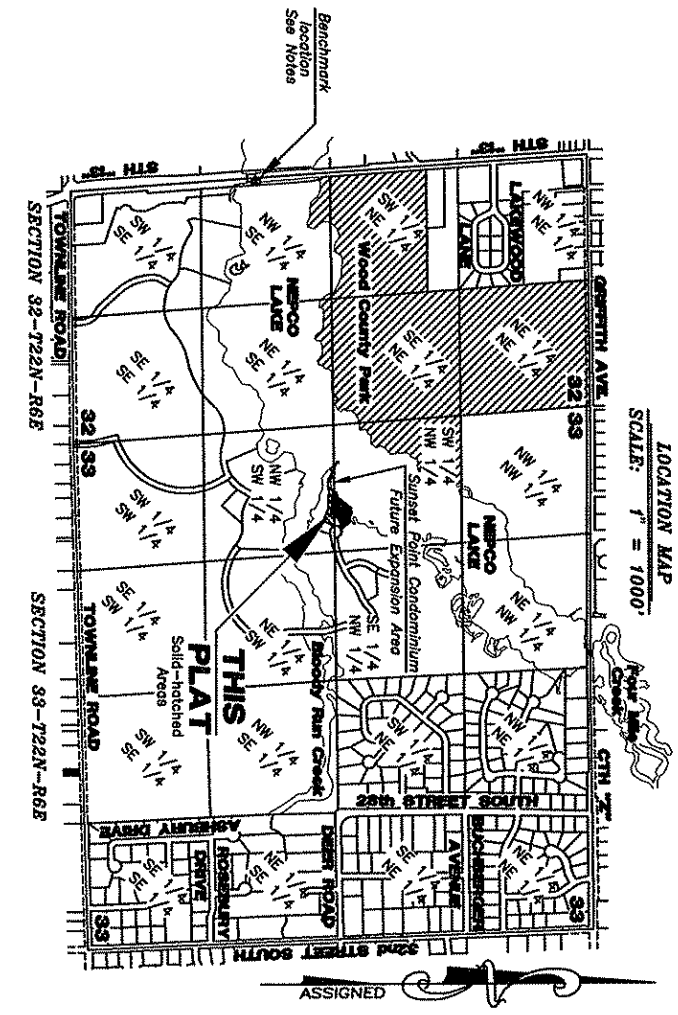
Unit Area Table	Area
Unit 11	888 Sq. Ft.
Unit 12	861 Sq. Ft.
Unit 13	803 Sq. Ft.
Unit 14	794 Sq. Ft.
Unit 15	802 Sq. Ft.
Unit 16	888 Sq. Ft.

Curve Data Table	Radius	Delta Angle	Chord Bearing	Chord Length
C1	60.00'	204°20'27"	S 70°23'43.5" W	213.98'
C2	60.00'	97°51'47"	N 66°22'06.5" W	102.48'
C3	60.00'	43°52'41"	S 52°49'39.5" W	49.85'
C4	60.00'	62°35'59"	S 00°28'40.5" E	62.34'
C5	62.50'	75°40'39"	N 58°56'55.5" E	69.55'
C6	60.00'	12°00'34"	S 24°48'02" W	12.55'
C7	60.00'	50°33'25"	S 06°28'57.5" E	51.27'

LOCATION MAP
SCALE: 1" = 1000'

LEGAL DESCRIPTION - Phase 2, Units 11-16:
 Lot 62 of Fourth Addition to East Shore of NEPCO Lake as recorded in Volume 13 of Plats, Page 134 as Document number 2015R06031. Located in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Savelle (Village of Port Edwards), Wood County, Wisconsin.

Number	Direction	Distance
L1	N 74°11'22" E	75.31'
L2	N 39°03'17" E	56.17'
L3	N 49°04'18" E	57.02'
L4	N 39°40'58" E	58.02'
L5	S 72°23'39" E	68.75'
L6	N 62°42'43" E	58.30'
L7	N 59°10'41" W	36.11'
L8	S 57°01'39" W	57.36'
L9	N 67°51'11" W	20.89'
L10	N 39°25'56" W	30.96'
L11	N 69°05'43" W	21.00'
L12	S 83°12'45" E	14.17'



RECORDED FOR:
 Necco Lake Development LLC
 P.O. Box 1027
 Wisconsin Rapids, WI, 54485-1027

Field Book File # Page #
 Add the City/Project/Village

Paulski Development
 Castle Rock Lake
 NEPCO Lake
 1000 Highway 20 South, Suite 1
 Necco, Wisconsin 54455
 (715) 885-8877

Sunset Point

condominium addendum

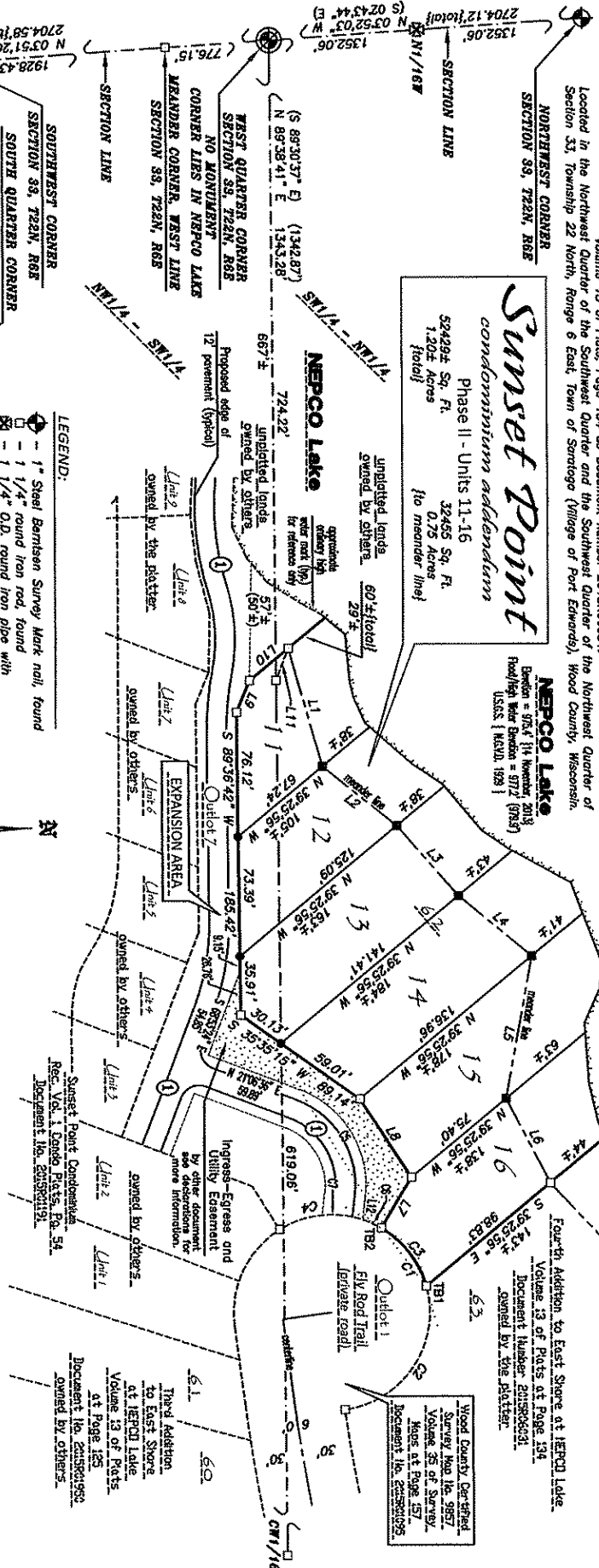
Let 62 of Fourth Addition to East Shore at NEPCO Lake as recorded in Volume 13 of Plats, Page 134 as Document number 2015R06031. Located in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Santiago (Village of Port Edwards), Wisconsin.

Sunset Point
condominium addendum
 Phase II - Units 11-16
 52429± Sq. Ft.
 1,202± Acres
 [total] [to meander line]

NEPCO Lake
 Section = 0764 (14 November 2018)
 Record/Map Year Section = 072 (07/83)
 UGCS (NAD 1983)

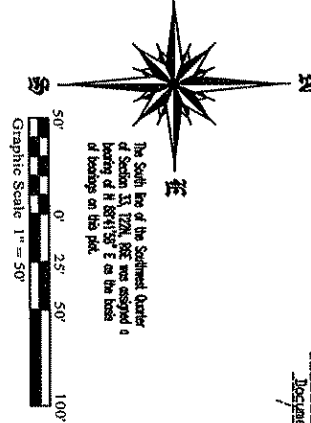
Fourth Addition to East Shore at NEPCO Lake.
 Volume 13 of Plats at Page 134
 Document Number 2015R06031
 owned by the Admitter

Wood County Certified Survey Map No. 9857
 Volume 36 of Survey Maps at Pages 157
 Document No. 2015R06031



LEGEND:

- 1" Steel Barnes Survey Mark nail, found
- 1 1/4" round iron rod, found
- 1 1/4" O.D. round iron pipe with plastic cap, found
- 3/4" X 18" round iron re-bar, placed weighing 1.50 lbs per linear ft.
- 1 1/4" X 18" round iron rod, placed weighing 4.17 lbs per linear ft.
- Recorded as
- Venue / Ownership tie
- 16 - Unit Number
- Ingress-Egress and Utility Easement
- Per Document Number 2015R06031
- Utility Easement Under-road and Live-road per Document Number 2015R06031



The South leg of the Southwest Quarter of Section 33, T22N, R6E was assigned a bearing of N 88°41'58" E on the basis of bearings on this plat.

Sunset Point Condominiums
 Reg. Vol. 1 Condo Plats, Pg. 54
 Document No. 2015R06031

Third Addition to East Shore at NEPCO Lake
 Volume 13 of Plats at Page 134
 Document No. 2015R06031
 owned by others.

Pauloski Development
 NEPCO Lake
 Castle Rock Lake
 1844 Light St. Ste. 406
 Port Edwards, WI 54656
 715/238-7711

Sheet 2 of 3

Sunset Point

condominium addendum

Lot 62 of Fourth Addition to East Shore of NEPCO Lake as recorded in Volume 13 of Plats, Page 134 as Document number 2015R05031, the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

VILLAGE OF PORT EDWARDS:

Resolved, that Sunset Point Condominium Plat and Condominium Addendum in the Village of Port Edwards are hereby approved by the Village Board of the Village of Port Edwards.

Date: _____ Approved: _____ Village President

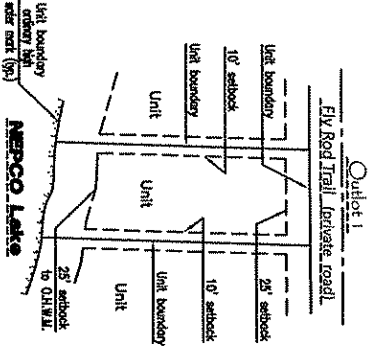
I hereby certify that the foregoing is a copy of a resolution adopted by the Village Board of the Village of Port Edwards.

Date: _____ Approved: _____ Village Clerk

Planned Unit Development District (PUD)

TYPICAL BUILDING ENVELOPES AND SETBACKS

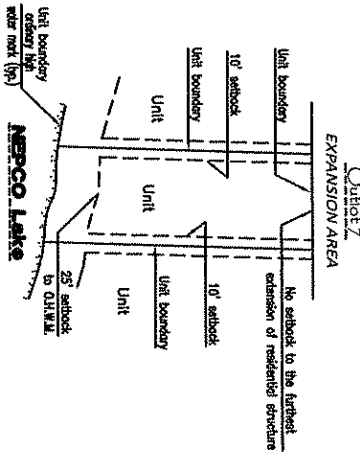
per Chapter 17.102 - Zoning Code
Municipal Code - Port Edwards, Wisconsin ET AL
NOT TO SCALE



Planned Unit Development District (PUD)

TYPICAL BUILDING ENVELOPES AND SETBACKS

per Chapter 17.102 - Zoning Code
Municipal Code - Port Edwards, Wisconsin ET AL
NOT TO SCALE



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

These building setbacks are applicable to unit 16 (Outlet 1 Wood Co. GSM 9857).

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

These building setbacks are applicable to units 11 through 15 and observe a zero setback along lines that abut the Expansion Area, (Outlet 7 of Fourth Addition to East Shore of NEPCO Lake)

Sheet 3 of 3

Pauloski Development
NEPCO Lake
Castle Rock Lake

1000 Highway 20 South, Suite 1
Port Edwards, Wisconsin 54657
Phone: 608-886-3444
Fax: 608-886-3771

NOTES:

- Sunset Point Condominium is subject to a "Waiver of Claims Agreement" recorded as Document no. 2011R03193.
- Sunset Point Condominium is subject to a "Declaration and Agreement of Restrictive Covenants" recorded as Document no. 2011R03194 and "First Amendment to Declaration and Agreement of Restrictive Covenants" recorded as Document no. 2012R04008 which allow for no on site septic systems within 200' of the ordinary high water mark of NEPCO Lake and other restrictions.
- Sunset Point Condominium is subject to a recorded Declaration of Restrictions for NEPCO Lake Owner's Association, Inc., recorded as the following documents:
Declaration - Document no. 2012R09007
Amended and Restated - Doc. no. 2012R11083
2nd Amended and Restated - Doc. no. 2013R03108
3rd Amended and Restated - Doc. no. 2014R00300
- Sunset Point Condominium is subject to a recorded Declaration of Covenants, Conditions and Restrictions for East Shore of NEPCO Lake Subdivision, recorded as the following documents:
Recorded as Document no. 2013R12367
Amended as Document no. 2014R07044
Second Amendment as Document no. 2014R08024
Third Amendment as Document no. 2014R10329
Fourth Amendment as Document no. 2015R01188
Declaration of Easement for Private Road 599
Private Utilities as Document no. 2015R01189
Fifth Amendment as Document no. 2015R02270
- Sunset Point Condominium is subject to a recorded Declaration of Condominium for Sunset Point Condominium, recorded as the following documents:
Declaration - Document number 2015R01190
Condominium Plat - Document number 2015R01191
- NEPCO Lake elevations as shown herein are derived from the benchmark on the S.T.H. #13 Bridge, structure B-71-62 which is a 2.5" cast iron disk in the northeast abutment.
Elevation provided by the Wisconsin Department of Transportation - 982.34 U.S.G.S. (M.G.V.D. 1929).
- Lands contained within this plat are part of the territory subject to a Boundary Agreement between the Village of Port Edwards and the Town of Saratoga. During the 10 year term of this Agreement, the territory shall be in the Town. The Territory shall continue to be subject to only Village ordinances and regulations relating to land use and land development. These ordinances and regulations shall be administered and enforced by the Village, which shall have exclusive jurisdiction regarding such land use and land development matters. This Boundary Agreement has an effective date of January 1, 2014 and shall terminate 10 years thereafter on December 31, 2023.
- The designated private wastewater treatment system for Units 1-10 of Sunset Point will also be serving Units 11-16 and adjacent lots.
The system shall be located on Outlet 2 of Wood County Certified Survey Map number 9857.
- See Declarations for information regarding future expansion.

SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR
SUNSET POINT CONDOMINIUM



* 2 0 1 5 R 0 6 4 6 9 *

2015R06469

SUSAN E. GINTER
WOOD COUNTY
REGISTER OF DEEDS
RECORDED ON

07/27/2015 02:21PM

REC FEE: 30.00

EXEMPT #: N/A

PAGES: 11

Record this document with the Register of Deeds

Name and Return Address:

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

30.00P

(Parcel Identification Number)

Document Number

Title of Document

**SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR
SUNSET POINT CONDOMINIUM**

THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM FOR SUNSET POINT CONDOMINIUM ("Second Amendment") is made this 21st day of July, 2015, by Nepco Lake Development, LLC, a Wisconsin limited liability company, owner of Units 8 through 16 inclusive ("Declarant"), and Brian J. Nickel and Elizabeth A. Nickel, husband and wife, as survivorship marital property ("Unit 3 and 4 Owner").

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

WHEREAS, the Declaration of Condominium for Sunset Point Condominium ("Condominium") was recorded on February 13, 2015 in the Office of the Register of Deeds for Wood County, Wisconsin as Document No. 2015R01190 and was amended by the First Amendment to Declaration recorded on July 21, 2015 as Document No. 2015R06249 (together, the "Declaration"); and

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

WHEREAS, Declarant and Unit 3 and 4 Owner desire to amend the Declaration to merge Units 3 and 4, and reallocate the Unit Owners' percentage interests in the Common Elements of the Condominium, as set forth on the Sunset Point Condominium Plat Addendum #2 attached hereto as Exhibit B; and

WHEREAS, Declarant and Unit 3 and 4 Owner desire to further amend the Declaration to reallocate the number of bedrooms allowed in the dwellings constructed on Units 1 through 16 inclusive, and to allow for future relocation of boundaries between any of the Units in the Condominium pursuant to Section 703.13(6) of the Wisconsin Statutes; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is hereby amended by the Declarant, and Unit 3 and 4 Owner as follows:

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

A. Units 3 and 4 are adjoining units owned by Unit 3 and 4 Owner. Units 3 and 4 are hereby merged into a single Unit to be known as Unit 3 as shown on the Condominium Plat Addendum #2 set forth on Exhibit B attached hereto and incorporated herein by reference.

B. As a result of the merger and as of the Effective Date, the undivided interest in the Common Elements and rights to use the Limited Common Elements for Unit 3 shall be 12.5% (2/16^{ths}) which together is the total of the two units.

C. As a result of the merger and as of the Effective Date, the voting rights in the Association appertaining to Unit 3 shall be 12.5% (2/16^{ths}) which together is the total of the two units.

D. As a result of the merger and as of the Effective Date, the allocation to Unit 3 of the liability for common expenses and assessments and rights to common surpluses shall be 12.5% (2/16^{ths}) which together is the total of the two units.

E. As a result of the merger and despite the Unit percentage interests set forth above, general assessments for the community septic system shall be shared equally among the owners of Units 1, 2, 3, and 5 through 16 inclusive, and are estimated to be approximately \$100 per year for each Unit which is not connected to the system, and \$200 per year for Units that are connected to the system. The general assessments for the community septic system remain subject to change upon written notice from the Association.

F. The Declarant and the Unit owners shall have the right to relocate the boundaries between two (2) or more adjoining Units if done in accordance with Section 703.13(6) of the Wisconsin Statutes and the Wisconsin Condominium Act.

G. Section 18(K)(2) of the Declaration is hereby amended by adding the following:

“For purposes of managing the capacity of the septic system serving the Units, upon any approved merger of adjoining Units, the resulting Unit shall have no right to combine the allowed bedrooms for the merged Units. The dwelling constructed on the resulting Unit may not have more than three (3) bedrooms.”

2. **Effective Date.** The effective date of this Amendment shall be the date it is recorded in the Office of the Register of Deeds for Wood County, Wisconsin.

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

IN WITNESS WHEREOF, this Second Amendment has been executed by the duly authorized Member of the Declarant and the Unit 3 and 4 Owner as of the day, month and year first above written.

This instrument was drafted by:

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

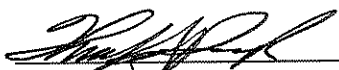
DECLARANT:

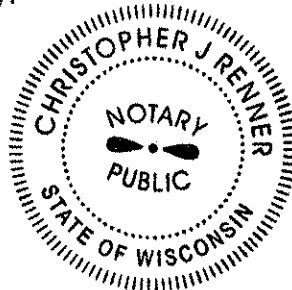
Nepco Lake Development, LLC

By: 
Brad Pavloski, Member

STATE OF WISCONSIN)
) ss
COUNTY OF JUNEAU)

Personally came before me this 21ST day of July, 2015, the above named Brad Pavloski being a member of Nepco Lake Development, LLC, a Wisconsin limited liability company, to me known to be the person who executed and acknowledged the foregoing instrument as an act of the limited liability company by its authority.


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



UNIT 3 AND 4 OWNER:

Brian J. Nickel

Brian J. Nickel

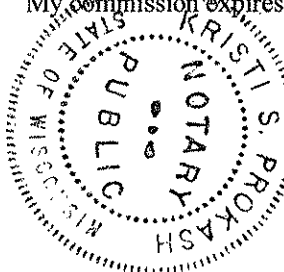
Elizabeth A. Nickel

Elizabeth A. Nickel

STATE OF Wisconsin)
) SS
COUNTY OF Wood)

Personally came before me this 22 day of July 2015, 2015, the above named Brian J. Nickel and Elizabeth A. Nickel, to me known to be the person(s) who executed and acknowledged the foregoing instrument as their individual acts.

Kristi S. Prokash
KRISTI S. PROKASH
Notary Public - State of Wisconsin
My commission expires: 2-19-2017



CONSENT OF MORTGAGEE:

Nekoosa Port Edwards State Bank, mortgagee of the above described land does hereby consent to this Second Amendment to the Declaration of Condominium for Sunset Point Condominium.

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

This 21st day of July, 2015.

[Handwritten signature of Robb N. Sigler]

Robb N. Sigler, President

[Handwritten signature of Arne H. Nessa]

Arne H. Nessa, Vice-President

STATE OF Wisconsin)

) ss

COUNTY OF WOOD)

Personally came before me this 21st day of July, 2015, the above named Robb N. Sigler, being the President and Arne H. Nessa, being the Vice-President of Nekoosa Port Edwards State Bank to me known to be the person(s) who executed and acknowledged the foregoing instrument as an act of the corporation by its authority.

[Handwritten signature of Patricia A. Heeg]

PATRICIA A. HEEG

Notary Public, State of WISCONSIN

My commission expires: 3-20-2016



EXHIBIT A
LEGAL DESCRIPTION

Units 1 through 16 inclusive of Sunset Point Condominium recorded in Volume 1 of Condominium Plats, Page 54 as Document number 2015R01191. Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R01190. Including Sunset Point Condominium Addendum recorded in Volume 1 of Condominium Plats, Page 56 as Document number 2015R06250. First Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R06249. Located in the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

EXHIBIT B
PLAT OF SUNSET POINT CONDOMINIUM ADDENDUM #2

(See attached)

Sunset Point

condominium addendum #2

Units 3 and 4 of Sunset Point Condominium as recited in Volume 1 of Condominium Plats, Page 54 as Document number 2015R01191, Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R01190, First Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R0246, Located in the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

PROFESSIONAL LAND SURVEYOR'S CERTIFICATE:

I, Christopher J. Remner, hereby certify that I am a Professional Land Surveyor and have fully complied with the provisions of Chapter 703 of the Wisconsin State Statutes and Chapter 17 of the Municipal Code of the Village of Port Edwards, and that I have surveyed and mapped the property described and shown upon these sheets of these Condominium Plat of the Division of Brad Pauloski for Nepco Lake Development, LLC, agent to the owner, and that said plat is a true and correct representation of the lands surveyed and the condominium described, to the best of my knowledge and belief; and that the identification and location of each unit and the common elements can be determined from the plat.

Christopher J. Remner, Professional Land Surveyor #2441 Date _____

VILLAGE OF PORT EDWARDS:

Resolved, that Sunset Point Condominium Plat Addendum #2 in the Village of Port Edwards is hereby approved by the Village board of the Village of Port Edwards.

Date: _____ Approved: _____ Village President

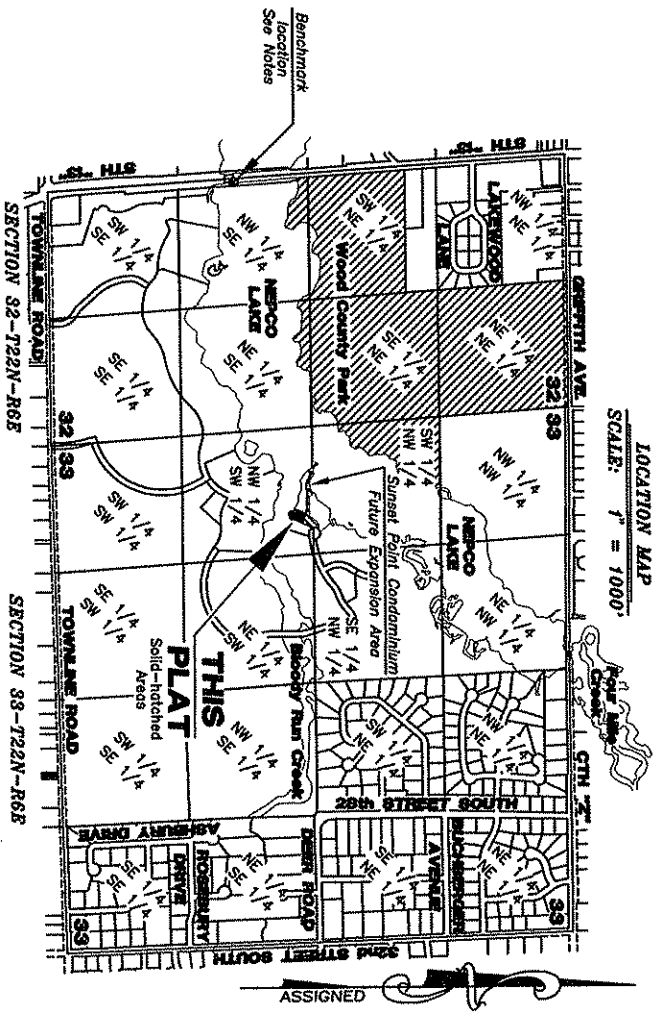
I hereby certify that the foregoing is a copy of a resolution adopted by the Village board of the Village of Port Edwards.

Date: _____ Approved: _____ Village Clerk

Sheet 1 of 3

Pauloski Development
NEPCO Lake
Castle Rock Lake
8448 Highway 20 South, Ste 4
Nepean, Wisconsin 54655
Tel: (920) 685-7171

Volume _____ of Condominium Plats, Page _____



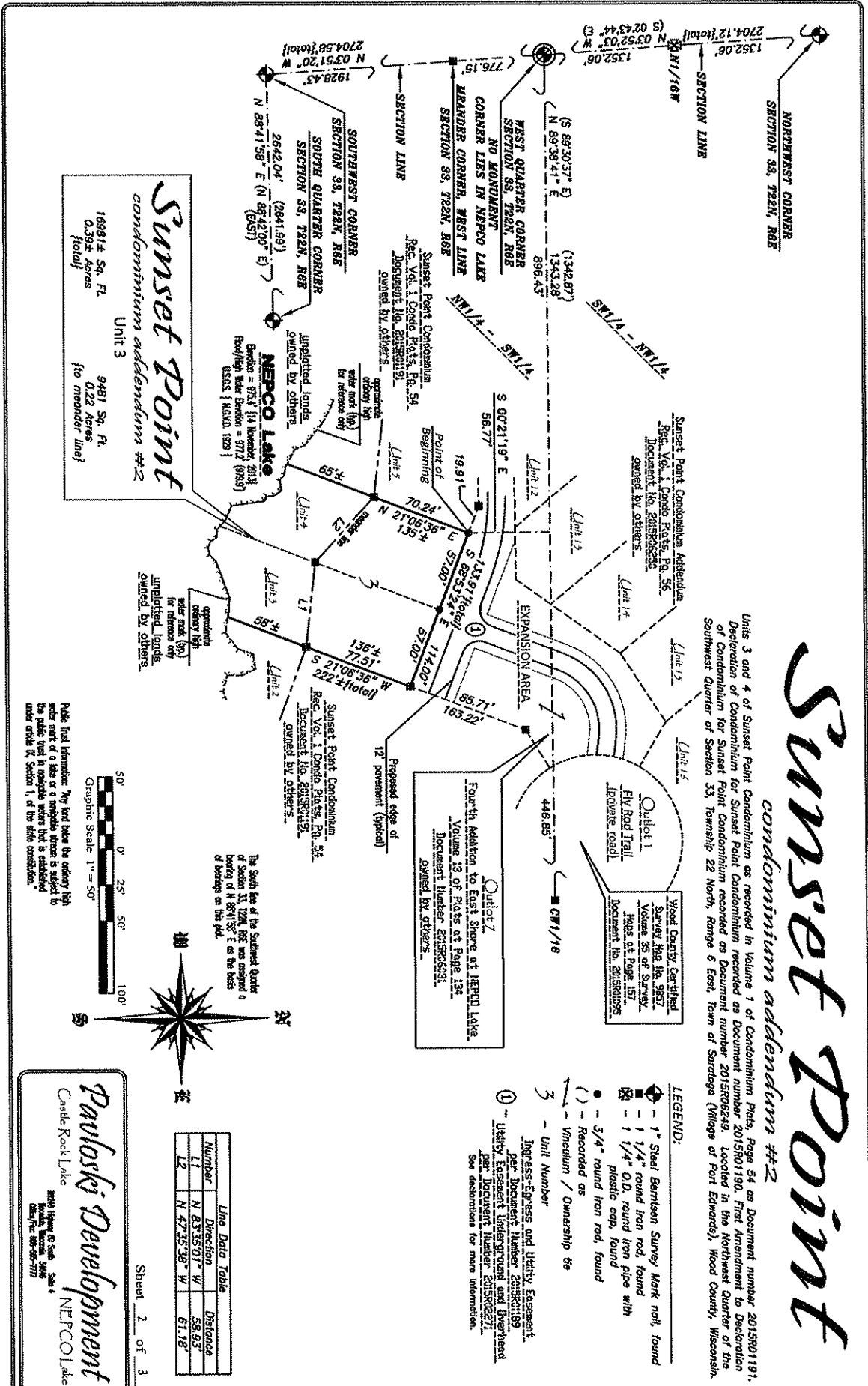
LOCATION MAP
SCALE: 1" = 1000'

PREPARED FOR:
Nepco Lake Development LLC
P.O. Box 1027
Wisconsin Rapids, WI 54495-1027
Field Book File _____ Page # _____
Call the City/Project/NEPCO Lake

ASSIGNED

Sunset Point

condominium addendum #2



Sunset Point
condominium addendum #2
Unit 3
16981± Sq. Ft.
0.39± Acres
Total

9481 Sq. Ft.
0.22 Acres
for remainder line

Plate: First Intermediate. Any bond below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article X, Section 1, of the state constitution.



The South end of the Southwest Quarter of Section 33, T22N, R08 was surveyed on October 14, 1971, by the Wisconsin Department of Natural Resources.

Number	Line Data	Direction	Distance
L1	N 83°55'01" W	58.93'	
L2	N 47°35'38" W	61.18'	

Pauloski Development
NEPCO Lake
Castle Rock Lake
10000 Highway 85 South, Suite 1
Northwestern Wisconsin
Map No. 100-56-7171

Units 3 and 4 of Sunset Point Condominium as recorded in Volume 1 of Condominium Plats, Page 54 as Document number 2015801191, Declaration of Condominium for Sunset Point Condominium recorded as Document number 20158025249, located in the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

LEGEND:

- ◆ - 1" Steel Barbs Survey Mark nail, found
- - 1 1/4" round iron rod, found
- ⊗ - 1 1/4" O.D. round iron pipe with plastic cap, found
- - 3/4" round iron rod, found
- () - Recorded as
- - Vacant / Ownership to
- 3 - Unit Number
- Interests, Easements and Utility Easement, per Document Number 2015801199
- ① - Utility Easement Underground and Overhead per Document Number 20158025249. See dedication for more information.

Sunset Point Condominium is subject to a "Water of Clains Agreement" recorded as Document no. 2011R03193.

NOTES:

Sunset Point Condominium is subject to a "Declaration and Agreement of Restrictive Covenants" recorded as Document no. 2011R03194 and "First Amendment to Declaration and Agreement of Restrictive Covenants" recorded as Document no. 2012R04008 which allows for no on site septic systems within 200' of the ordinary high water mark of NEPCO Lake and other restrictions.

Sunset Point Condominium is subject to a recorded Declaration of Restrictions for NEPCO Lake Owners' Association, Inc., recorded as the following documents:
 Declaration - Document no. 2012R09007
 Amended and Restated - Doc. no. 2012R11083
 2nd Amended and Restated - Doc. no. 2013R03108
 3rd Amended and Restated - Doc. no. 2014R00300
 Sunset Point Condominium is subject to a recorded Declaration of Covenants, Conditions and Restrictions for East Shore of NEPCO Lake Subdivision, recorded as the following documents:
 Recorded as Document no. 2013R12367
 Amended as Document no. 2014R02004
 Second Amendment as Document no. 2014R02024
 Third Amendment as Document no. 2014R10332
 Fourth Amendment as Document no. 2015R01188
 Fifth Amendment as Document no. 2015R02220
 Sixth Amendment as Document no. 2015R02627
 Declaration of Easement for Private Road and Private Utilities as Document no. 2015R02628
 First Amendment as Document no. 2015R02628

Sunset Point Condominium is subject to a recorded Declaration of Condominium for Sunset Point Condominium, recorded as the following documents:
 Declaration - Document number 2015R01190
 Condominium Plat - Document number 2015R01191
 First Amendment - Document number 2015R06249
 Addendum - Document number 2015R06250

NEPCO Lake elevations as shown hereon are derived from the benchmark on the S.T.H. "13" bridge, structure B--71-62 which is a 2.5" cast iron disk in the Northwest abutment. Elevation provided by the Wisconsin Department of Transportation - 982.34' U.S.G.S. (N.G.V.D. 1929).

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

Unit 3 will be served by the designated private wastewater treatment system and adjacent lots. The system shall be located on Outlet 2 of Wood County Certified Survey Map number 9857.

Units 3 and 4 of Sunset Point Condominium as recorded in Volume 1 of Condominium Plats, Page 54 as Document number 2015R01191; Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R01190; First Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R06249. Located in the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 8 East, Town of Santiago (Village of Port Edwards), Wood County, Wisconsin.

Sunset Point

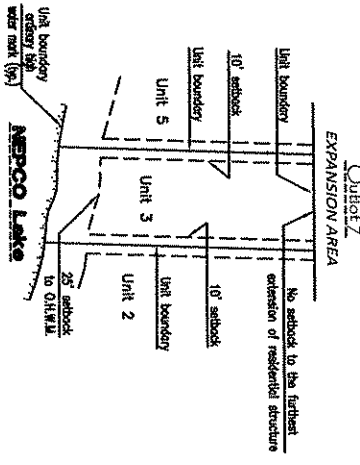
condominium addendum #2

LEGAL DESCRIPTION:

Units 3 and 4 of Sunset Point Condominium as recorded in Volume 1 of Condominium Plats, Page 54 as Document number 2015R01191; Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R01190; First Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R06249. Located in the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 8 East, Town of Santiago (Village of Port Edwards), Wood County, Wisconsin, bounded and described as follows:
 Commencing at the Southwest corner of said Section 33, thence N 03°51'20" W along the West line of said Section 33, thence N 89°38'41" E along the North line of the Southwest Quarter of said Section 33 a distance of 896.43 feet, thence S 00°21'19" E a distance of 58.77 feet to the Northwest corner of Unit 4 of Sunset Point Condominium and the POINT OF BEGINNING, thence S 68°53'24" E along the Northern line of said Unit 3, thence S 21°08'35" W along the East line of said Section 33 a distance of 114.00 feet to the Northeast corner of said Unit 3, thence N 83°35'01" W along said meander line a distance of 58.93 feet, thence N 47°35'38" W along said meander line a distance of 61.18 feet to the Western line of said Unit 4, thence N 21°08'35" E along said Western line a distance of 70.24 feet to the Northwest corner of said Unit 4 and the POINT OF BEGINNING.
 including all lands lying between the unit lines extended, the meander line and the ordinary high water mark of NEPCO Lake.
 Subject to easements, covenants, restrictions and right-of-ways of record.

Planned Unit Development District (PUD)
TYPICAL BUILDING ENVELOPES AND SETBACKS

per Chapter 17.102 - Zoning Code
 Municipal Code - Port Edwards, Wisconsin ET AL
 NOT TO SCALE



Pauloski Development
 NEPCO Lake
 Castle Rock Lake
 1800 Highway 10 East, Suite 304
 Port Edwards, WI 54657
 Phone: 608-286-7777

THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR
SUNSET POINT CONDOMINIUM



* 2 0 1 6 R 0 2 0 0 3 *

2016R02003

SUSAN E. GINTER
WOOD COUNTY
REGISTER OF DEEDS
RECORDED ON

03/22/2016 09:51AM

REC FEE: 30.00

EXEMPT #: N/A

PAGES: 10

Record this document with the Register of Deeds

Name and Return Address:

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

30.00

Document Number

Title of Document

**THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR
SUNSET POINT CONDOMINIUM**

This Third Amendment to Declaration of Condominium for Sunset Point Condominium (“Third Amendment”) is made this 4th day of February, 2016 by Nepco Lake Development, LLC, a Wisconsin limited liability company (“Declarant” and “Unit 9 and 10 Owner”), and the Board of Directors of Sunset Point Condominium Owner’s Association, Inc., a Wisconsin non-stock corporation (“Association”), pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the “Act”) and pursuant to Section 8. B. and 1. F. of the Declaration.

WHEREAS, Sunset Point Condominium (“Condominium”) is a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin; and

WHEREAS, the Condominium was established pursuant to the Declaration of Condominium for Sunset Point Condominium, recorded on February 13, 2015 in the Office of the Register of Deeds for Wood County, Wisconsin as Document No. 2015R01190 and was amended by the First Amendment to Declaration recorded on July 21, 2015 as Document No. 2015R06249, and was further amended by the Second Amendment to Declaration recorded on July 27, 2015 as Document No. 2015R06469 (collectively, the “Declaration”); and

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

WHEREAS, Declarant is the current owner of Units 8, 9, 10, 11, 13, 14, 15 and 16 of Sunset Point Condominium; and

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

WHEREAS, the Declarant, Unit 9 and 10 Owner and the Association have provided 30 days prior written notice pursuant to Section 703.13 of the Wisconsin Statutes to the other Unit Owners in the Condominium of the relocation of the boundary line between Units 9 and 10 of the Condominium; and

WHEREAS, the Declarant, Unit 9 and 10 Owner and the Board of Directors of the Association desire to relocate the boundary line between the two existing adjoining units as set forth herein and shown on the Sunset Point Condominium Plat Addendum #3 attached hereto as Exhibit B;

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

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

A. Pursuant to Section 703.13(6) of the Wisconsin Statutes, Section 8. B. and 1. F. of the Declaration, the Declarant, a Unit Owner, or Unit Owners have the right to relocate the boundaries of two (2) or more adjoining Units to achieve the best development.

B. Units 9 and 10 are adjoining units owned by Unit 9 and 10 Owner; and said Unit boundary is hereby relocated between Units 9 and 10 as shown on the Condominium Plat Addendum #3 set forth on Exhibit B attached hereto and incorporated herein by reference.

C. As a result of the relocation, the undivided interest in the common elements and rights to use the limited common elements for Unit 9 shall remain at 6.25% (1/16th) and Unit 10 shall remain at 6.25% (1/16th) which together is the total of the two units.

D. As a result of the relocation, the voting rights in the Association appertaining to Unit 9 shall remain at 6.25% (1/16th) and Unit 10 shall remain at 6.25% (1/16th) which together is the total of the two units.

E. As a result of the relocation, the allocation to Unit 9 of the liability for common expenses and rights to common surpluses shall remain at 6.25% (1/16th) and Unit 10 shall remain at 6.25% (1/16th) which together is the total of the two units.

F. As a result of the relocation, general assessments for the community septic system shall be shared equally among the owners of Units 1, 2, 3, and 5 through 16 inclusive, and are estimated to be approximately \$100 per year for each Unit which is not connected to the system, and \$200 per year for Units that are connected to the system. The general assessments for the community septic system remain subject to change upon written notice from the Association.

2. **Effective Date.** The effective date of this Third Amendment shall be the date it is recorded in the Office of the Register of Deeds for Wood County, Wisconsin.

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

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

DECLARANT:

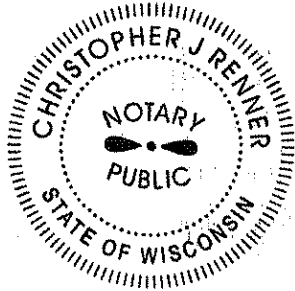
Nepco Lake Development, LLC

By: [Signature]
Brad Pavloski, Member

STATE OF WISCONSIN)
) ss
COUNTY OF JUNEAU)

Personally came before me this 9TH day of FEBRUARY, 2016, the above named Brad Pavloski being a member of Nepco Lake Development, 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]
Christopher J Renner
Notary Public - State of Wisconsin
My commission expires: January 23, 2018



UNIT 9 and 10 OWNER:

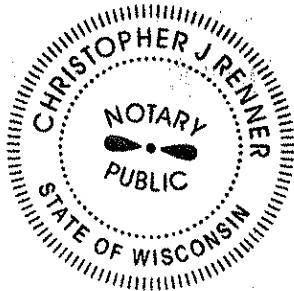
Nepco Lake Development, LLC

By: [Signature]
Brad Pavloski, Member

STATE OF WISCONSIN)
) ss
COUNTY OF JUNEAU)

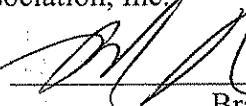
Personally came before me this 9TH day of FEBRUARY, 2016, the above named Brad Pavloski being a member of Nepco Lake Development, LLC, a Wisconsin limited liability company, to me known to be the person who executed and acknowledged the foregoing instrument as an act of the limited liability company by its authority.

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




ASSOCIATION:

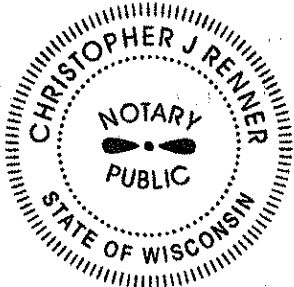
Sunset Point Condominium Owner's
Association, Inc.

By: 
Brad Pavloski, President

STATE OF WISCONSIN)
) ss
COUNTY OF JUNEAU)

Personally came before me this 9TH day of FEBRUARY, 2016, the above named Brad Pavloski, President of Sunset Point Condominium Owner's Association, Inc., a Wisconsin non-stock corporation, to me known to be the person who executed and acknowledged the foregoing instrument as an act of the corporation by its authority.


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



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

EXHIBIT A

LEGAL DESCRIPTION

Units 1, 2, 3 and 5 through 16 inclusive of Sunset Point Condominium recorded in Volume 1 of Condominium Plats, Page 54 as Document number 2015R01191. Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R01190. Including Sunset Point Condominium Addendum recorded in Volume 1 of Condominium Plats, Page 56 as Document number 2015R06250. First Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R06249. Also including Sunset Point Condominium Addendum #2 recorded in Volume 1 of Condominium Plats, Page 57 as Document number 2015R06470. Second Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R06469. Located in the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

EXHIBIT B

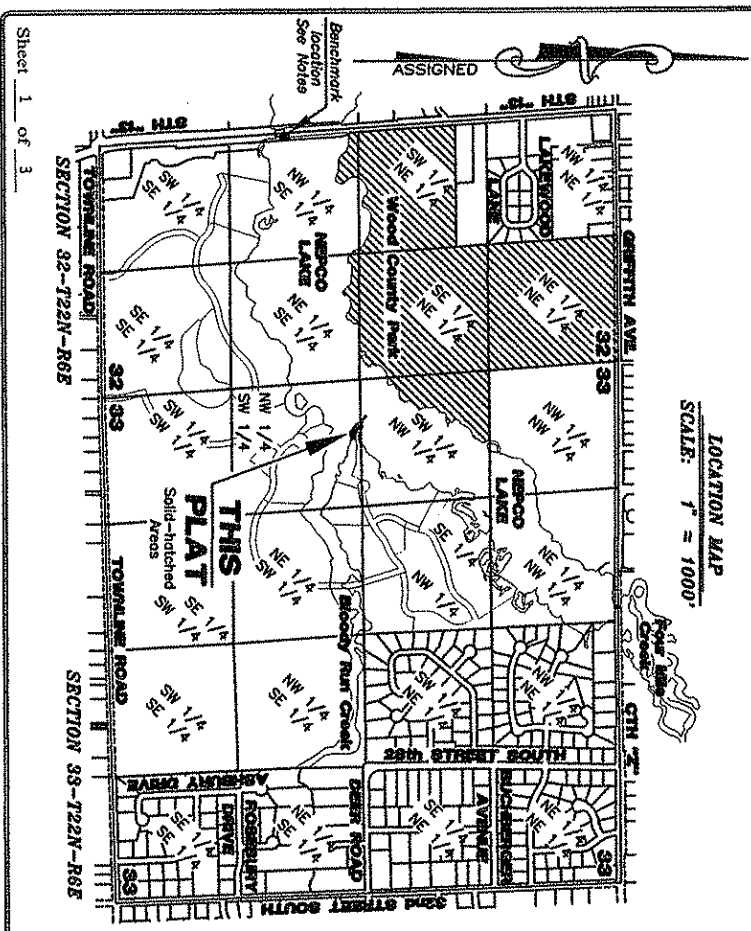
**PLAT OF SUNSET POINT CONDOMINIUM ADDENDUM #3
(See Attached)**

Sunset Point

condominium addendum #3

Units 9 and 10 of Sunset Point Condominium as recorded in Volume 1 of Condominium Plans, Page 54 of Document number 2015R01191. Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R01190. First Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R06249. Second Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R02408. Located in the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Springdale (Village of Port Edwards), Wood County, Wisconsin.

Volume _____ of Condominium Plans, Page _____



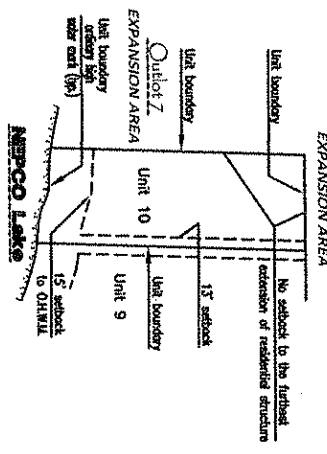
LOCATION MAP
SCALE: 1" = 1000'

Planned Unit Development District (PUD)

TYPICAL BUILDING ENVELOPES AND SETBACKS

per Chapter 17.102 - Zoning Code
Municipal Code - Port Edwards, Wisconsin E.L.M.
NOT TO SCALE

Unit 7



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

PERMANENT RECORD

Nepeco Lake Development, LLC
P.O. Box 1077
Wisconsin Rapids, WI 54495-1027

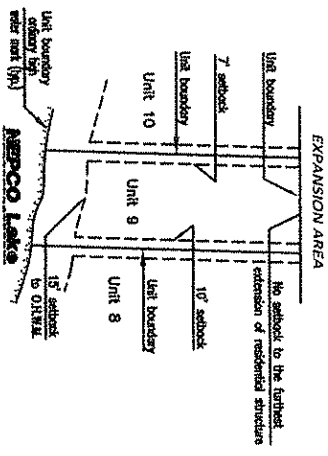
Field Book No. _____, Page _____

Planned Unit Development District (PUD)

TYPICAL BUILDING ENVELOPES AND SETBACKS

per Chapter 17.102 - Zoning Code
Municipal Code - Port Edwards, Wisconsin E.L.M.
NOT TO SCALE

Unit 8



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

Pauloski Development
NEPCO Lake
Castle Rock Lake
2015 Volume 18 2nd Edition
Scale: 1" = 1000'
Copyright © 2015

Sunset Point condominium addendum #3

Units 9 and 10 of Sunset Point Condominium as recorded in Volume 1 of Condominium Plats, Page 54 as Document number 2015R01191. Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R01190, First Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R0249, Second Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R0249, located in the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

NOTES:

Sunset Point Condominium is subject to a "Water of Volume Agreement" recorded as Document no. 2011R03193.

Sunset Point Condominium is subject to a "Declaration and Agreement of Restrictive Covenants" recorded as Document no. 2011R03194 and "First Amendment to Declaration and Agreement of Restrictive Covenants" recorded as Document no. 2012R04008 which allows for no on site septic systems within 200' of the ordinary high water mark of NEPCO Lake and other restrictions.

Sunset Point Condominium is subject to a recorded Declaration of Restrictions for NEPCO Lake Owner's Association - Document no. 2012R03007

Amended and Restated - Dec. no. 2012P01083

2nd Amended and Restated - Dec. no. 2013R03108

3rd Amended and Restated - Dec. no. 2014R03300

Sunset Point Condominium is subject to a recorded Declaration of Covenants, Conditions and Restrictions for East Shore of NEPCO Lake Subdivision, recorded as the following documents:

Recorded as Document no. 2013R12347

Amended as Document no. 2014R07044

Second Amendment as Document no. 2014R08024

Third Amendment as Document no. 2014R10332

Fourth Amendment as Document no. 2015R01188

Fifth Amendment as Document no. 2015R02477

Sixth Amendment as Document no. 2015R02477

Seventh Amendment as Document no. 2015R02477

Eighth Amendment as Document no. 2015R08145

Declaration of Easement for Private Road and Private Utilities as Document no. 2015R01189

First Amendment as Document no. 2015R02448

Second Amendment as Document no. 2015R08146

Sunset Point Condominium is subject to a recorded Declaration of Condominium for Sunset Point Condominium, recorded as the following documents:

Declaration - Document number 2015R01190

Condominium Plat - Document number 2015R01191

First Amendment - Document number 2015R0249

Second Amendment - Document number 2015R0249

Addendum #2 - Document number 2015R02470

NEPCO Lake elevations as shown herein are derived from the benchmark on the S.H. "13" bridge, structure B-71-62 which is a 2.5" cast iron disk in the furthest abutment.

Transportation provided by the Wisconsin Department of Transportation - 982.34 U.S.G.S. file:VD. 19293.

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

Units 9 and 10 will be served by the designated private wastewater treatment system area for Units 1-16 of Sunset Point Condominium and adjacent lots. The system shall be located on Outlot 2 of Wood County Certified Survey Map number 9857.

The foundations as shown herein are currently under construction.

The rear yard setback for these units has been reduced from 25 feet to 15 feet per the Village of Port Edwards Resolution No. 2015-4, recorded as Document No. 2015R07552.

PROFESSIONAL LAND SURVEYOR'S CERTIFICATE:

I, Christopher J. Renner, hereby certify that I am a Professional Land Surveyor and have fully complied with the provisions of Chapter 703 of the Wisconsin State Statutes and Chapter 17 of the Municipal Code of the Village of Port Edwards; and that I have surveyed and mapped the property described and shown upon these sheets of this Condominium Plat of the direction of Brad Paveski for Necco Lake Development, LLC, owner, and that said plat is a true and correct representation of the lands surveyed and the condominium described, to the best of my knowledge and belief, and that the identification and location of each unit and the common elements can be determined from the plat.

Christopher J. Renner, Professional Land Surveyor #2441

Date

LEGAL DESCRIPTION:

Units 9 and 10 of Sunset Point Condominium as recorded in Volume 1 of Condominium Plats, Page 54 as Document number 2015R01191; Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R01190; First Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R0249; Second Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R0249; located in the Northwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said Section 33, thence N 03°51'20" W along the West line of the Southwest Quarter of said Section 33 a distance of 2704.58 feet to the West Quarter corner of said Section 33, thence N 65°48'41" E along the West 1/4 line of the Southwest Quarter of said Section 33 a distance of 622.19 feet, thence S 00°21'19" E a distance of 517.24 feet to the Northeastly corner of Unit 9 of Sunset Point Condominium and the Point Of Beginning, thence S 02°11'00" E along the East line of said Unit 9 a distance of 26.17 feet to a meander line of NEPCO Lake, thence N 78°53'14" W along said meander line a distance of 81.73 feet, thence N 54°00'50" W along said meander line a distance of 43.96 feet to the Western line of Unit 10 of said Sunset Point Condominium, thence the following bearings and distances along Units 10 and 9 of said Sunset Point Condominium, N 42°27'49" E a distance of 7.78 feet, thence S 87°22'29" E a distance of 19.67 feet, thence S 64°08'18" E a distance of 43.17 feet, thence S 17°25'51" W a distance of 35.85 feet to the Northeastly corner of said Unit 9 and the POINT OF BEGINNING, including all lands lying between the unit lines extended, the meander line and the ordinary high water mark of NEPCO Lake.

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

Pavloski Development
NEPCO Lake
Castle Rock Lake

1000 Main St. Suite 100
Saratoga, WI 53081
608/785-3333

FOURTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR
SUNSET POINT CONDOMINIUM



* 2 0 1 6 R 1 0 9 3 2 *

2016R10932

SUSAN E. GINTER
WOOD COUNTY

REGISTER OF DEEDS

RECORDED ON

12/20/2016 12:35PM

REC FEE: 30.00

EXEMPT #: N/A

PAGES: 10

Record this document with the Register of Deeds

Name and Return Address:

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

30.00P

Document Number

Title of Document

**FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR
SUNSET POINT CONDOMINIUM**

This Fourth Amendment to Declaration of Condominium for Sunset Point Condominium (“Fourth Amendment”) is made this 13th day of December, 2016 by Nepco Lake Development, LLC, a Wisconsin limited liability company (“Declarant” and “Unit 9 and 10 Owner”), and the Board of Directors of Sunset Point Condominium Owner’s Association, Inc., a Wisconsin non-stock corporation (“Association”), pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the “Act”) and pursuant to Section 8. B. and 1. F. of the Declaration.

WHEREAS, Sunset Point Condominium (“Condominium”) is a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin; and

WHEREAS, the Condominium was established pursuant to the Declaration of Condominium for Sunset Point Condominium, recorded on February 13, 2015 in the Office of the Register of Deeds for Wood County, Wisconsin as Document No. 2015R01190 and was amended by the First Amendment to Declaration recorded on July 21, 2015 as Document No. 2015R06249, and was further amended by the Second Amendment to Declaration recorded on July 27, 2015 as Document No. 2015R06469, and was further amended by the Third Amendment to Declaration recorded on March 22, 2016 as Document No. 2016R02003 (collectively, the “Declaration”); and

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

WHEREAS, Declarant is the current owner of Units 8, 9, 10 and 11 of Sunset Point Condominium; and

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

WHEREAS, the Declarant, Unit 9 and 10 Owner and the Association have provided 30 days prior written notice pursuant to Section 703.13 of the Wisconsin Statutes to the other Unit Owners in the Condominium of the relocation of the boundary line between Units 9 and 10 of the Condominium; and

WHEREAS, the Declarant, Unit 9 and 10 Owner and the Board of Directors of the Association desire to relocate the boundary line between the two existing adjoining units as set forth herein and shown on the Sunset Point Condominium Plat Addendum #4 attached hereto as Exhibit B;

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

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

A. Pursuant to Section 703.13(6) of the Wisconsin Statutes, Section 8. B. and 1. F. of the Declaration, the Declarant, a Unit Owner, or Unit Owners have the right to relocate the boundaries of two (2) or more adjoining Units to achieve the best development.

B. Units 9 and 10 are adjoining units owned by Unit 9 and 10 Owner; and said Unit boundary is hereby relocated between Units 9 and 10 as shown on the Condominium Plat Addendum #4 set forth on Exhibit B attached hereto and incorporated herein by reference.

C. As a result of the relocation, the undivided interest in the common elements and rights to use the limited common elements for Unit 9 shall remain at 6.25% (1/16th) and Unit 10 shall remain at 6.25% (1/16th) which together is the total of the two units.

D. As a result of the relocation, the voting rights in the Association appertaining to Unit 9 shall remain at 6.25% (1/16th) and Unit 10 shall remain at 6.25% (1/16th) which together is the total of the two units.

E. As a result of the relocation, the allocation to Unit 9 of the liability for common expenses and rights to common surpluses shall remain at 6.25% (1/16th) and Unit 10 shall remain at 6.25% (1/16th) which together is the total of the two units.

F. As a result of the relocation, general assessments for the community septic system shall be shared equally among the owners of Units 1, 2, 3, and 5 through 16 inclusive, and are estimated to be approximately \$100 per year for each Unit which is not connected to the system, and \$200 per year for Units that are connected to the system. The general assessments for the community septic system remain subject to change upon written notice from the Association.

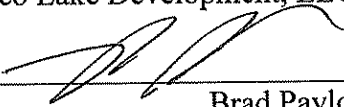
2. **Effective Date.** The effective date of this Fourth Amendment shall be the date it is recorded in the Office of the Register of Deeds for Wood County, Wisconsin.

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

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

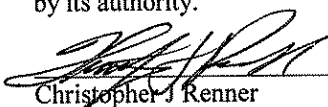
DECLARANT:

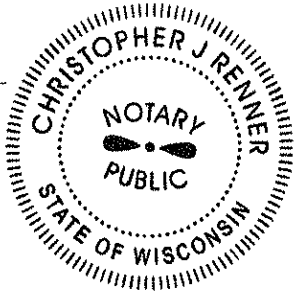
Nepco Lake Development, LLC

By: 
Brad Pavloski, Member

STATE OF WISCONSIN)
) ss
COUNTY OF JUNEAU)

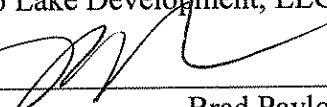
Personally came before me this 13TH day of DECEMBER, 2016, the above named Brad Pavloski being a member of Nepco Lake Development, LLC, a Wisconsin limited liability company, to me known to be the person who executed and acknowledged the foregoing instrument as an act of the limited liability company by its authority.


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



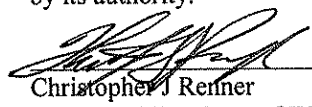
UNIT 9 and 10 OWNER:

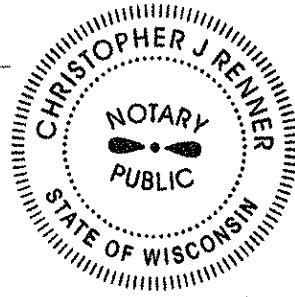
Nepco Lake Development, LLC

By: 
Brad Pavloski, Member

STATE OF WISCONSIN)
) ss
COUNTY OF JUNEAU)

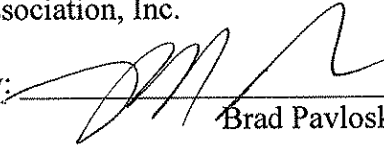
Personally came before me this 13TH day of DECEMBER, 2016, the above named Brad Pavloski being a member of Nepco Lake Development, LLC, a Wisconsin limited liability company, to me known to be the person who executed and acknowledged the foregoing instrument as an act of the limited liability company by its authority.


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




ASSOCIATION:

Sunset Point Condominium Owner's
Association, Inc.

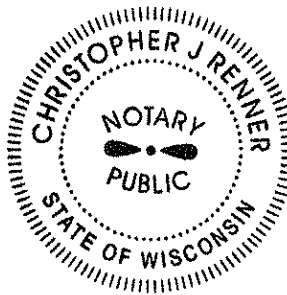
By: 
Brad Pavloski, President

STATE OF WISCONSIN)
) ss
COUNTY OF JUNEAU)

Personally came before me this 13TH day of DECEMBER, 2016, the above named Brad Pavloski, President of Sunset Point Condominium Owner's Association, Inc., a Wisconsin non-stock corporation, to me known to be the person who executed and acknowledged the foregoing instrument as an act of the corporation by its authority.



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



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

EXHIBIT A

LEGAL DESCRIPTION

Units 1, 2, 3 and 5 through 16 inclusive of Sunset Point Condominium recorded in Volume 1 of Condominium Plats, Page 54 as Document number 2015R01191. Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R01190. Including Sunset Point Condominium Addendum recorded in Volume 1 of Condominium Plats, Page 56 as Document number 2015R06250. First Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R06249. Also including Sunset Point Condominium Addendum #2 recorded in Volume 1 of Condominium Plats, Page 57 as Document number 2015R06470. Second Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R06469. Also including Sunset Point Condominium Addendum #3 recorded in Volume 1 of Condominium Plats, Page 59 as Document number 2016R02004. Third Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2016R02003. Located in the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

EXHIBIT B

**PLAT OF SUNSET POINT CONDOMINIUM ADDENDUM #4
(See Attached)**

Sunset Point

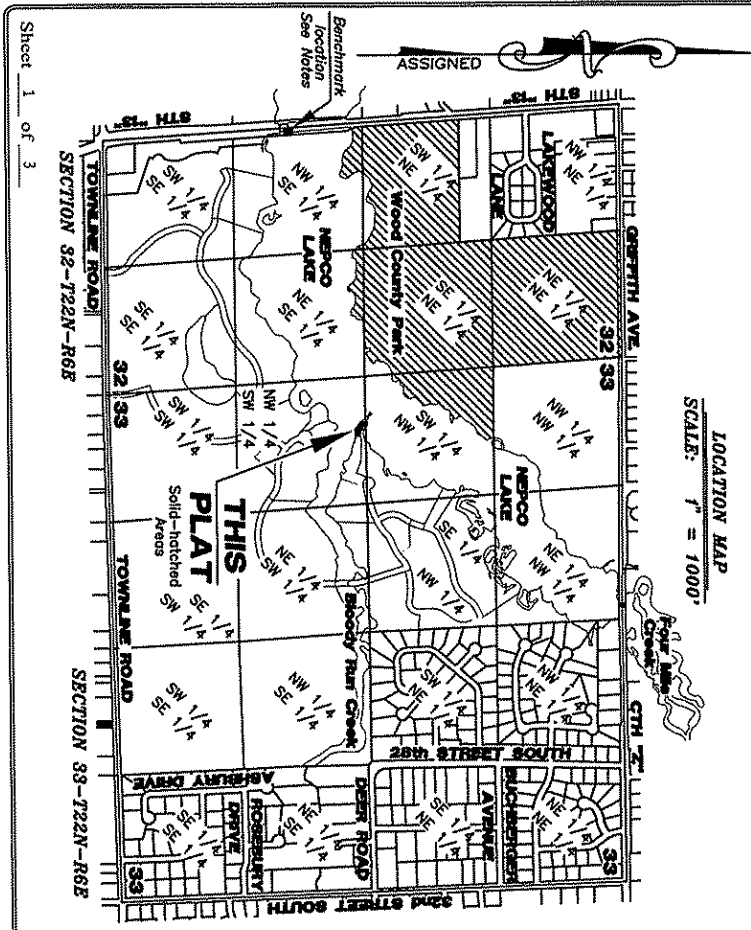
condominium addendum #4

Units 9 and 10 of Sunset Point Condominium Addendum #3 as recorded in Volume 1 of Condominium Plats, Page 59 as Document number 2015R02004. Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R01190. First Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R05249. Second Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R05469. Third Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R02003. Located in the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

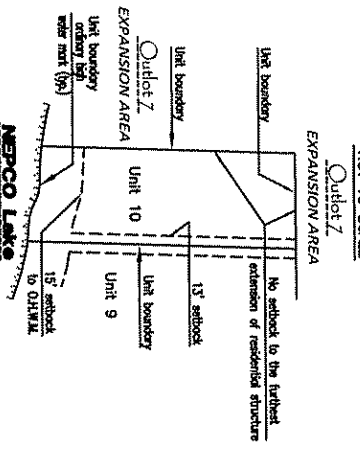
Volume _____ of Condominium Plats, Page _____

PREPARED FOR:
 Nepco Lake Development LLC
 P.O. Box 1027
 Wisconsin Rapids, WI, 54485-1027

LOCATION MAP
 SCALE: 1" = 1000'

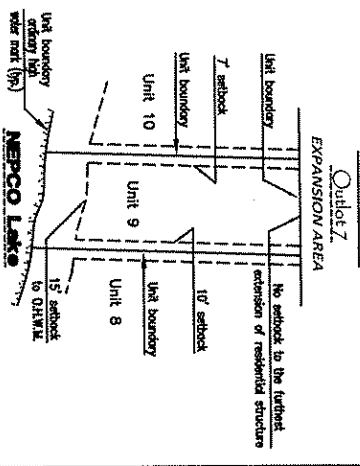


Planned Unit Development District (PUD)
 TYPICAL BUILDING ENVELOPES AND SETBACKS
 per Chapter 17.102 - Zoning Code
 Municipal Code - Port Edwards, Wisconsin ET AL
 NOT TO SCALE



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

Planned Unit Development District (PUD)
 TYPICAL BUILDING ENVELOPES AND SETBACKS
 per Chapter 17.102 - Zoning Code
 Municipal Code - Port Edwards, Wisconsin ET AL
 NOT TO SCALE



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

Call the clipboard! We take
 Field Book file. Page file
 Fieldwork completed: 4 Nov., 2016

Pauloski Development
 NEPCO Lake
 1824 Highway 25, Suite 4
 Wisconsin Rapids, WI 54485-1027
 Phone: 715-545-7177

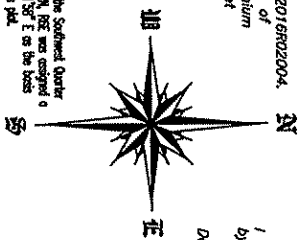
Sunset Point

condominium addendum #4

Units 9 and 10 of Sunset Point Condominium Addendum #3 as recorded in Volume 1 of Condominium Plats, Page 39 as Document number 2016R02004. Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R01190. First Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R06249. Second Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R06469. Third Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2016R02003. Located in the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Sordega (Village of Port Edwards), Wood County, Wisconsin.

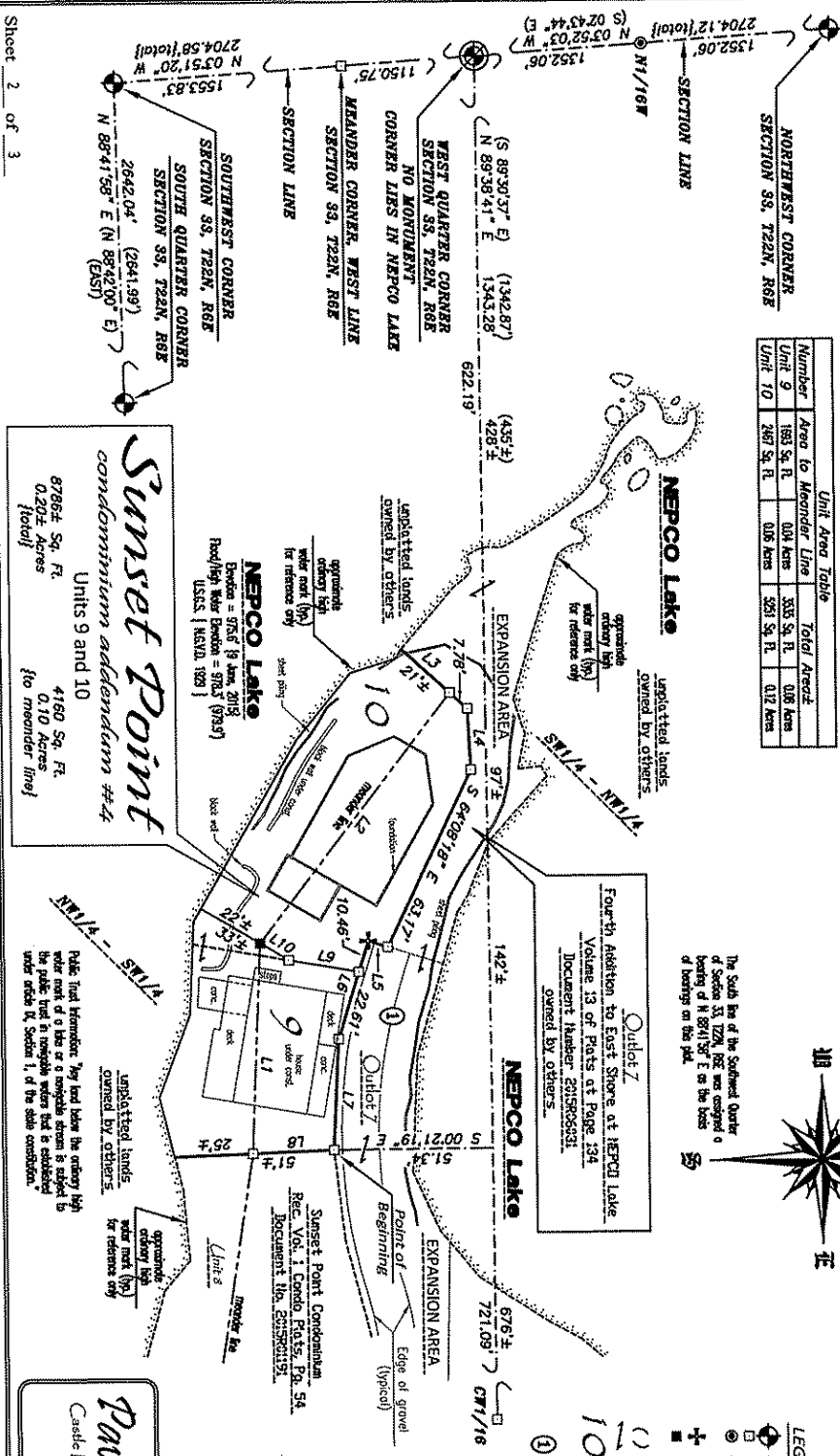
Unit Area Table

Number	Area to Meander Line	Total Area
Unit 9	1851 Sq. Ft.	3353 Sq. Ft.
Unit 10	2481 Sq. Ft.	3263 Sq. Ft.



The South line of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Sordega (Village of Port Edwards) is hereby approved by the Village of Port Edwards.

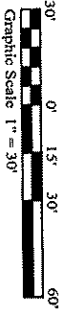
Fourth Addition to East Shore at NEPCO Lake
Volume 13 of Plats at Page 134
Document Number: 2015R05531
owned by others.



VILLAGE OF PORT EDWARDS:
Resolved, that Sunset Point Condominium Plat Addendum #4 in the Village of Port Edwards is hereby approved by the Village board of the Village of Port Edwards.
Date: _____
Village President
I hereby certify that the foregoing is a copy of a resolution adopted by the Village board of the Village of Port Edwards.
Date: _____
Village Clerk

LEGEND:

- ⬢ - 1" Steel Borehole Survey Mark nail, found
- ⊠ - 1 1/4" O.D. round iron pipe with plastic cap, found
- ⊕ - Cut Cross in concrete, placed
- ⊞ - 1 1/4" X 18" round iron rod, placed weighing 4.17 lbs per lineal ft.
- - Recorded as
- ① - Unit Number
- ② - Vinculum / Ownership tie
- ③ - Ingress-Egress and Utility Easement per Decree Number 2015R01189
- ④ - Utility Easement Under Ground and Overhead per Decree Number 2015R05531
- ⑤ - See annotations for more information.



Line Data Table

Number	Direction	Distance
L1	N 87°29'43" W	61.87'
L2	N 52°16'45" W	101.54'
L3	N 42°27'49" E	29.4'
L4	N 87°22'29" E	19.67'
L5	S 17°25'51" W	6.58'
L6	S 72°34'29" E	33.07'
L7	S 87°02'27" E	35.65'
L8	S 02°11'00" E	26.11'
L9	S 09°53'58" W	22.97'
L10	S 30°42'53" W	10.78'

Pauloski Development
NEPCO Lake
Castle Rock Lake
REG. LICENSE TO SUB. SH. 1
REG. LICENSE TO SUB. SH. 2
REG. LICENSE TO SUB. SH. 3
REG. LICENSE TO SUB. SH. 4
REG. LICENSE TO SUB. SH. 5
REG. LICENSE TO SUB. SH. 6
REG. LICENSE TO SUB. SH. 7
REG. LICENSE TO SUB. SH. 8
REG. LICENSE TO SUB. SH. 9
REG. LICENSE TO SUB. SH. 10
REG. LICENSE TO SUB. SH. 11
REG. LICENSE TO SUB. SH. 12
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REG. LICENSE TO SUB. SH. 99
REG. LICENSE TO SUB. SH. 100

Sunset Point
condominium addendum #4
Units 9 and 10
4160 Sq. Ft.
0.10 Acres
[to meander line]

Sunset Point
condominium addendum #4
Units 9 and 10
8786± Sq. Ft.
0.20± Acres
[to meander line]

Sunset Point condominium addendum #4

Units 9 and 10 of Sunset Point Condominium Addendum #3 as recorded in Volume 1 of Condominium Plats, Page 59 as Document number 2016R02004.
Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R01190, First Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R06249, Second Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R06249, Third Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R06469, Third Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2016R02003. Located in the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Sorotoga (Village of Port Edwards), Wood County, Wisconsin.

NOTES:

Sunset Point Condominium is subject to a "Water of Claims Agreement" recorded as Document no. 2011R03193.
Sunset Point Condominium is subject to a Declaration and Agreement of Restrictive Covenants* recorded as Document no. 2011R03194 and "First Amendment to Declaration and Agreement of Restrictive Covenants" recorded as Document no. 2012R04008 which allows for no on site septic systems within 200' of the ordinary high water mark of NEPCO Lake and other restrictions.
Sunset Point Condominium is subject to a recorded Declaration of Restrictions for NEPCO Lake Owner's Association, Inc., recorded as the following documents:
Declaration - Document no. 2012R09007
Amended and Restated - Doc. no. 2012R11083
2nd Amended and Restated - Doc. no. 2013R03109
3rd Amended and Restated - Doc. no. 2014R03000
Sunset Point Condominium is subject to a recorded Declaration of Covenants, Conditions and Restrictions for East Shore of NEPCO Lake Subdivision, recorded as the following documents:
Recorded as Document no. 2013R12367
Amended as Document no. 2014R08024
Second Amendment as Document no. 2014R10132
Third Amendment as Document no. 2015R01198
Fourth Amendment as Document no. 2015R02270
Fifth Amendment as Document no. 2015R02627
Sixth Amendment as Document no. 2015R07216
Seventh Amendment as Document no. 2015R08145
Eighth Amendment as Document no. 2015R09463
Ninth Amendment as Document no. 2016R03102
Declaration of Easement for Private Road and Private Utilities as Document no. 2015R01189
First Amendment as Document no. 2015R06249
Second Amendment as Document no. 2015R08146

Sunset Point Condominium is subject to a recorded Declaration of Condominium for Sunset Point Condominium, recorded as the following documents:
Declaration - Document number 2015R01191
Condominium Plat - Document number 2015R01191
First Amendment - Document number 2015R06250
Second Amendment - Document number 2015R06469
Addendum #2 - Document number 2015R06470
Third Amendment - Document number 2016R02003
Addendum #3 - Document number 2016R02004
NEPCO Lake elevations as shown hereon are derived from the benchmark on the S.T.H. "13" Bridge, structure B-71-62 which is a 2.5' cast iron disk in the Northeast abutment.
Elevation provided by the Wisconsin Department of Transportation - 982.34' U.S.G.S. (N.G.V.D. 1929).
Lands contained within this plat are part of the territory subject to a Boundary Agreement between the Village of Port Edwards and the Town of Sorotoga. During the term of this Agreement, the territory shall be in the Town. The Territory shall continue to be subject to only Village ordinances and regulations relating to land use and land development. These ordinances and regulations shall have exclusive jurisdiction regarding such land use and land development matters. This Boundary Agreement has an effective date of January 1, 2014 and shall terminate 10 years thereafter on December 31, 2023.
Units 9 and 10 will be served by the designated private wastewater treatment system area for Units 1-16 of Sunset Point Condominium and adjacent lots. The system is located on Outlot 2 of Wood County Certified Survey Map number 9857.
The buildings as shown hereon are currently under construction.
The rear yard setback for these units has been reduced from 25 feet to 15 feet per the Village of Port Edwards Resolution No. 2015-4, recorded as Document No. 2015R07552.

PROFESSIONAL LAND SURVEYOR'S CERTIFICATE:

I, Christopher J. Renner, hereby certify that I am a Professional Land Surveyor and
That I have fully complied with the provisions of Chapter 703 of the Wisconsin State Statutes and Chapter 17 of the Municipal Code of the Village of Port Edwards; and
That I have surveyed and mapped the property described and shown upon these sheets of these Condominium Plat of the fraction of Brad Pauloski for Nepeco Lake Development, LLC, owner; and
That said plat is a true and correct representation of the lands surveyed and the condominium described, to the best of my knowledge and belief; and
That the identification and location of each unit and the common elements can be determined from the plat.
Date: 22 November, 2016

Christopher J. Renner PLS No. 2441

LEGAL DESCRIPTION:

Units 9 and 10 of Sunset Point Condominium Addendum #3 as recorded in Volume 1 of Condominium Plats, Page 59 as Document number 2016R02004. Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R01190, First Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R06249, Second Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R06249, Third Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R06469, Third Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2016R02003. Located in the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Sorotoga (Village of Port Edwards), Wood County, Wisconsin, bounded and described as follows:
Commencing at the Southwest corner of said Section 33, thence N 03°51'20" W along the West line of the Southwest Quarter of said Section 33 a distance of 2704.58 feet to the West Quarter corner of said Section 33, thence N 89°38'41" E along the North line of the Southwest Quarter of said Section 33 a distance of 622.19 feet, thence S 00°21'19" E a distance of 51.34 feet to the Northeastly corner of Unit 9 of Sunset Point Condominium Addendum #3 and the POINT OF BEGINNING, thence S 02°11'00" E along the East line of Unit 9 a distance of 26.17 feet to a meander line of NEPCO Lake, thence N 87°29'43" W along said meander line a distance of 67.87 feet, thence N 52°16'45" W along said meander line a distance of 101.54 feet to the Western line of Unit 10 of said Sunset Point Condominium Addendum #3, thence the following bearings and distances along Units 10 and 9 of said Sunset Point Condominium Addendum #3, thence the following bearings and distances along Units 10 and 9 of said Sunset Point Condominium Addendum #3, N 42°27'49" E a distance of 2.78 feet, thence N 87°22'29" E a distance of 19.67 feet, thence S 64°08'18" E a distance of 63.17 feet, thence S 17°25'31" W a distance of 6.58 feet, thence S 72°34'29" E a distance of 33.07 feet, thence S 87°02'27" E a distance of 35.85 feet to the Northeastly corner of said Unit 9 and the POINT OF BEGINNING.

Including all lands lying between the unit lines extended, the meander line and the ordinary high water mark of NEPCO Lake.
Subject to easements, covenants, restrictions and right-of-ways of record.

