

DECLARATION OF CONDOMINIUM  
FOR  
WHITE PINE POINT II CONDOMINIUM



\* 2 0 1 7 R 0 3 2 5 8 \*

2017R03258

SUSAN E. GINTER  
WOOD COUNTY

REGISTER OF DEEDS  
RECORDED ON

04/25/2017 02:20PM

REC FEE: 30.00

EXEMPT #: N/A

PAGES: 55

Name and Return Address:

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

Document Number

Title of Document

**DECLARATION OF CONDOMINIUM**  
**FOR**  
**WHITE PINE POINT II CONDOMINIUM**

Nepco Lake Development, LLC, a Wisconsin limited liability company ("NLD, LLC"); Eric J. Hummel and Jacqueline G. Summerfield, husband and wife, as survivorship marital property (together "Summerfield"); and Michael James Bawiec, a married person ("Bawiec") (NLD, LLC, Summerfield, and Bawiec are collectively referred to herein as the "Declarant"), hereby declare 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 White Pine Point II Condominium ("Condominium"). The Condominium's address shall be South Bluff Trail, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

NLD, LLC, Summerfield, and Bawiec are the owners of the former Units 1, 2, 4, and 5 of White Pine Point Condominium. White Pine Point Condominium has been removed from the Condominium Ownership Act by way of a Termination and Removal instrument dated 9 November, 2016, and recorded with the Wood County Register of Deeds on 21<sup>ST</sup> APRIL, 2017, as Document No. 2017R 03149. The Declarant desires to subject the lands legally described on Exhibit A attached hereto to the Wisconsin Condominium Ownership Act pursuant to this Declaration to be known as White Pine Point II Condominium. Upon recording of this Declaration and the Condominium Plat set forth on Exhibit B hereto, NLD, LLC will be the owner of Unit 1 of the Condominium, Summerfield will be the owner of Unit 2 of the Condominium, and Bawiec will be the owner of Unit 3 of the Condominium.

**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 White Pine Point II 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; Eric J. Hummel and Jacqueline G. Summerfield, husband and wife, as survivorship marital property; and Michael James Bawiec, a married person.

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 Nepco Lake Development, LLC 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 NLD, LLC 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 Nepco Lake Development LLC 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 NLD, LLC 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.

### 4. DESCRIPTION OF UNITS

A. The Condominium shall consist of 3 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

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

- A. Land within the Condominium, including all easements appurtenant thereto and all other parts of the Condominium not contained within the Units;
- B. All components of common plumbing, electrical, telephonic and cable television systems located within the common elements, other than those components which are specifically included in each Unit;
- C. Walking paths, green space, private roads, designated private onsite community wastewater treatment system areas, landscaping, parking areas, fence, stormwater retention areas/basins, and site signage, if any, not included within a Unit;
- D. All components of the electrical system which serve the common areas including exterior common area lighting;
- E. The use of any piers or boat slips outside the Condominium shall be made available on a non-exclusive basis for a fee and subject to availability. Nepco Lake Development, LLC will use reasonable efforts to make piers and boat slips available for a fee outside of the condominium for Units that do not have access to the water or where access to the water is difficult because of topography.
- F. All other parts of the Condominium, necessary or convenient to its existence, maintenance and safety, or normally in common use as of the date of recordation of this Declaration, located outside the boundaries of a Unit;

#### 6. DESCRIPTION OF THE LIMITED COMMON ELEMENTS

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

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

#### 7. UNIT VALUE: COMMON ELEMENT OWNERSHIP AND VOTING

Each Unit and its owner shall have a 1/3rd 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. INTENTIONALLY OMITTED.

9. USE OF UNITS

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

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

C. Notwithstanding the foregoing, the Declarant NLD, LLC shall have the rights reserved to Declarant NLD, LLC 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 NLD, LLC reserves the right for a period of 10 years from the date of this Declaration to cause one or more of the Units it owns to be maintained as a model and to display any models and the common elements of the Condominium for purposes of selling Units in the Condominium or in other projects of the Declarant NLD, LLC, together with appropriate signage located on the Unit or common elements identifying the Declarant NLD, LLC 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 NLD, LLC 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 Sections 18(AA) and 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

The Owner of each Unit 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.

#### 16. RENTAL OF UNITS

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

#### 17. STATUTORY RESERVE ACCOUNT STATEMENT

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

#### 18. PROTECTIVE COVENANTS AND RESTRICTIONS

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

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

C. **Architectural Control Committee.** The ACC shall consist of the Declarant NLD, LLC. At such time as Declarant NLD, LLC 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 NLD, LLC at its principal place of business (or, if Declarant NLD, LLC 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 NLD, LLC 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 NLD, LLC'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 800 square feet and a maximum size of 1600 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 3 may not have more than four (4) 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 NLD, LLC 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 NLD, LLC 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 NLD, LLC as described above) at which customers or clients customarily call and the same is prohibited.

U. Signs. No sign or information tube of any kind shall be displayed to the public view on any Unit except for the following: Declarant NLD, LLC at the Declarant NLD, LLC's sole discretion may install any signs in conjunction with Unit or home sales on the Land, or advertise other developments of the Declarant NLD, LLC or its affiliates, and such Declarant NLD, LLC 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 NLD, LLC 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 NLD, LLC harmless, and indemnify Declarant NLD, LLC 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 NLD, LLC.

AA. 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. 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.

CC. Amendment. This Section 18 may only be amended by the recording of a written instrument executed by or on behalf of all the following: the owners of at least sixty-seven percent (67%) of the Units subject to this Declaration.

DD. Enforcement. Declarant and any Owner shall have the right to enforce the provisions of this Section 18 or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this section, either to restrain or cure the violation or to recover damages, or both. Nothing herein shall be deemed to limit the rights of the 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.

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

## 19 CONDOMINIUM ASSOCIATION

A. General. All Unit Owners shall be entitled and required to be a member 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. Intentionally Omitted.

C. Intentionally Omitted.

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 NLD, LLC has constructed a community septic system on Outlot 6 of Second Addition to East Shore at NEPCO Lake subdivision to service Units 1 through 3, inclusive. The developer of Outlot 6 of Second Addition to East Shore at NEPCO Lake subdivision has granted each Unit Owner and the Association a permanent, non-exclusive easement over and across Outlot 6 for the use of the community septic system. Assessments related to the private roads which serve as access to the Condominium 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, 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.

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 NLD, LLC has established a "Subdivision Association" called the "Nepco Lake Owner's Association" for purposes of adopting budgets for revenues, expenditures, and reserves, and levy and collect assessments for expenses related to the maintenance of Nepco Lake and other common areas in and around Nepco Lake. The Declaration of Restrictions for NEPCO Lake Owner's Association, Inc. was recorded with the Wood County Register of Deeds on August 23, 2012 as Document No. 2012R09007 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 NLD, LLC and its affiliates in and around Nepco Lake. The Subdivision Association shall be governed by a separate Declaration and By-laws.

I. Declarant NLD, LLC 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 6 of the Second Addition to East Shore at NEPCO Lake for community septic purposes. The Declaration of Easement with amendments, is attached hereto as Exhibit C. 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 NLD, LLC 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 NLD, LLC 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 NLD, LLC 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 6 of the Second Addition to East Shore at NEPCO Lake. 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 be shared pro rata among the owners of Units 1 through 3. 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.



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 NLD, LLC 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 NLD, LLC Access During Construction of Improvements. During any period in which: (a) Declarant NLD, LLC is developing the Units or constructing other improvements on the Property, (b) Declarant NLD, LLC is performing any warranty work, or (c) Declarant NLD, LLC is replacing or repairing any Common Elements or Limited Common Elements, the Declarant NLD, LLC 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 NLD, LLC's Rights. The rights, powers, and obligations of the party named as "Declarant NLD, LLC" 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 NLD, LLC shall assign to the Association upon substantial completion of each phase of construction or development all warranties held by the Declarant NLD, LLC 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 NLD, LLC 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 NLD, LLC'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 NLD, LLC, for as long as Declarant NLD, LLC or an affiliate of Declarant NLD, LLC or any of its Members, shall have any ownership interest in the Property, or any property in or around Nepco Lake, shall have the right to grant easements to, and enter into agreements with, the owners of adjacent properties, the public, or others, in Declarant NLD, LLC's sole discretion, and on terms deemed appropriate by Declarant NLD, LLC, 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 NLD, LLC's right to grant easements to the shores of and in and around Nepco Lake, and any beach, marina, piers, or boat slips on or about Nepco Lake.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this 19<sup>th</sup> day of December, 2016.

This instrument was drafted by:

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

(Signatures appear on the next page following)



DECLARANT:

Eric J. Hummel  
Eric J. Hummel  
Jacqueline G. Summerfield  
Jacqueline G. Summerfield

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SANTA CLARA

On FEB 22, 2017 before me, FELICIA FOO, NOTARY PUBLIC (here insert name and title of the officer),

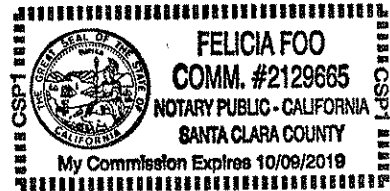
Personally appeared Eric J. Hummel

Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public



Place Notary Seal Above

State of California

County of SANTA CLARA

On FEB 22, 2017 before me, FELICIA FOO, NOTARY PUBLIC (here insert name and title of the officer),

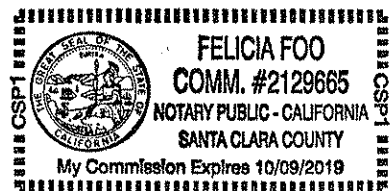
Personally appeared Jacqueline G. Summerfield

Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public



Place Notary Seal Above

DECLARANT:

Michael James Bawiec  
Michael James Bawiec

STATE OF Illinois )  
COUNTY OF DuPage ) ss

Personally came before me this 29 day of December, 20 16, the above named Michael James Bawiec, to me known to be the person(s) who executed and acknowledged the foregoing instrument as their individual act.

Joanne Griseta

Notary Public - State of Illinois  
My commission expires: 10/21/2017



CONSENT OF CORPORATE MORTGAGEE:

The undersigned, 1<sup>st</sup> National Bank of Berlin, mortgagee and lien holder to Lot 1 of Wood County certified Survey Map number 10177 does hereby consent to this Declaration as set forth herein.

In witness whereof, the said 1<sup>st</sup> National Bank of Berlin has caused these presents to be signed by Connie Tenjum, its Lending Specialist and Paige Emmrich its Business Banker at Stoughton, WI Wisconsin and its corporate seal to be hereunto affixed.

This 3 day of January, 2018.

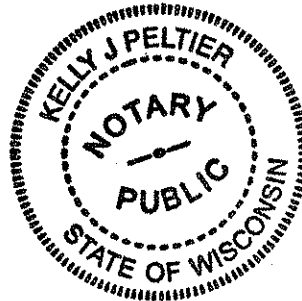
[Signature]  
Connie Tenjum Lending Specialist

[Signature]  
Paige Emmrich Business Banker

STATE OF WI )  
 ) ss  
COUNTY OF Dane )

Personally came before me this 3rd day of January, 2018, the above named Connie Tenjum, its Lending Specialist and Paige Emmrich its Business Banker to me known to be the person(s) who executed and acknowledged the foregoing instrument as an act of the corporation by its authority.

[Signature]  
[Signature]  
Notary Public - State of WI  
My commission expires: 1.20.20



**EXHIBIT A**  
**LEGAL DESCRIPTION**

**White Pine Point II Condominium**

Lot 1 of Wood County Certified Survey Map number 10177 as recorded in Volume 37 of Survey Maps, Page 71 as Document number 2017R03155. 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)



# White Pine Point II

Condominium

Lot 1 of Wood County Certified Survey Map number 10118 as recorded in 2015  
 Volume 51 of Survey Maps on Page 11 as Document number 2015R03155  
 Located in the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North,  
 Range 6 East, Town of Surlodge (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 this Condominium Plat, of the direction of Broad Pawloski for Nepco Lake Development, LLC, owner and agent to the owner of the lands surveyed. That said plat is a true and correct representation of the land and belief; and that the identification and location of each unit and the common elements can be determined from the plat.

Date: 31 October, 2016

Christopher J. Renner PLS No. 2441

## LEGAL DESCRIPTION - Units 1-3:

Lot 1 of Wood County Certified Survey Map number 10118 as recorded in Volume 51 of Survey Maps on Page 11 as Document number 2015R03155. Located in the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Surlodge (Village of Port Edwards), Wood County, Wisconsin.

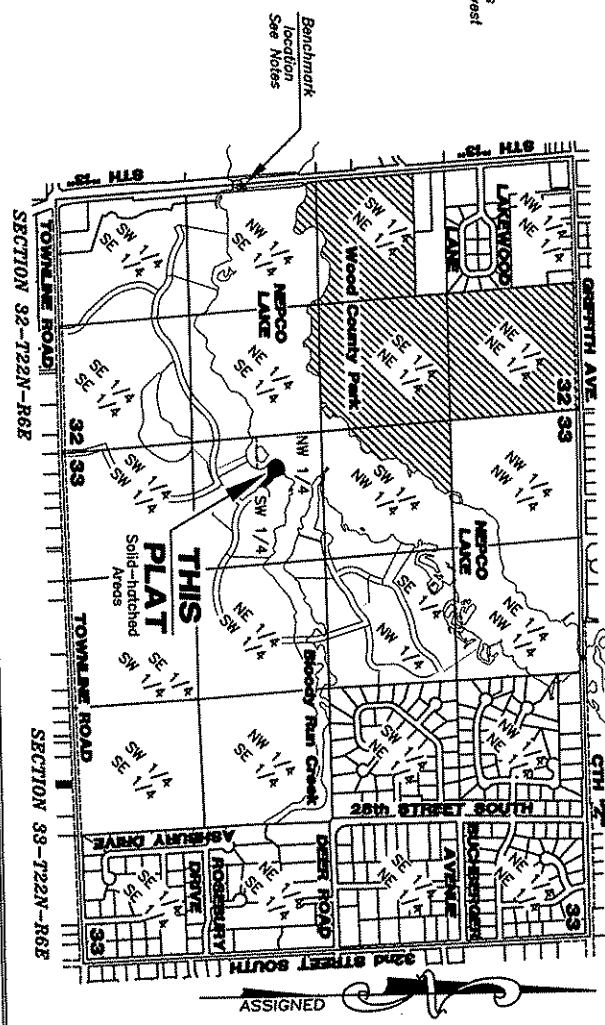
Tangent Bearing Table	
Number	Bearing
TB1	S 25°33'03" W
TB2	N 47°28'53" W
TB3	N 30°33'20" W
TB4	N 47°35'21" W

Curve Data Table			
Number	Radius	Delta Angle	Chord Bearing
C1	75.00'	72°59'56"	S 10°56'55" E
C2	37.50'	67°35'38"	S 64°21'09" E
C3	62.50'	67°35'38"	S 64°21'09" E
C4	62.50'	19°42'13"	S 88°17'51.5" E
C5	62.50'	30°50'24"	S 63°01'33" E
C6	62.50'	17°03'01"	S 39°04'50.5" E
C7	62.50'	50°32'37"	S 72°52'39.5" E

LOCATION MAP  
 SCALE: 1" = 1000'

Unit Area Table		
Number	Area to Meander Line	Total Area
Unit 1	888 sq. ft.	728 sq. ft.
Unit 2	544 sq. ft.	1187 sq. ft.
Unit 3	536 sq. ft.	705 sq. ft.
Common Area		1108 sq. ft.

Line Data Table			
Number	Direction	Distance	Bearing
L1	N 51°05'04" W	50.62'	
L2	N 11°54'29" W	96.94'	
L3	N 62°24'01" E	60.82'	
L4	N 87°08'46" E	47.95'	
L5	N 88°43'04" E	24.18'	
L6	S 80°25'10" W	36.4'	
L7	S 87°23'57" W	37.5'	
L8	S 53°58'18" W	22.23'	
L9	N 39°22'27" W	22.23'	
L10	N 81°51'02" E	54.50'	
L11	N 81°51'02" E	45.74'	
L12	S 03°36'54" W	18.53'	
L13	S 03°36'54" E	18.53'	
L14	N 68°41'09" E	23.02'	



**Pawloski Development**  
 NEPCO LAKE  
 Castle Rock Lake  
 1004 Highway 20 South, Suite 1  
 Port Edwards, Wisconsin 54455  
 Phone: 608-266-3711

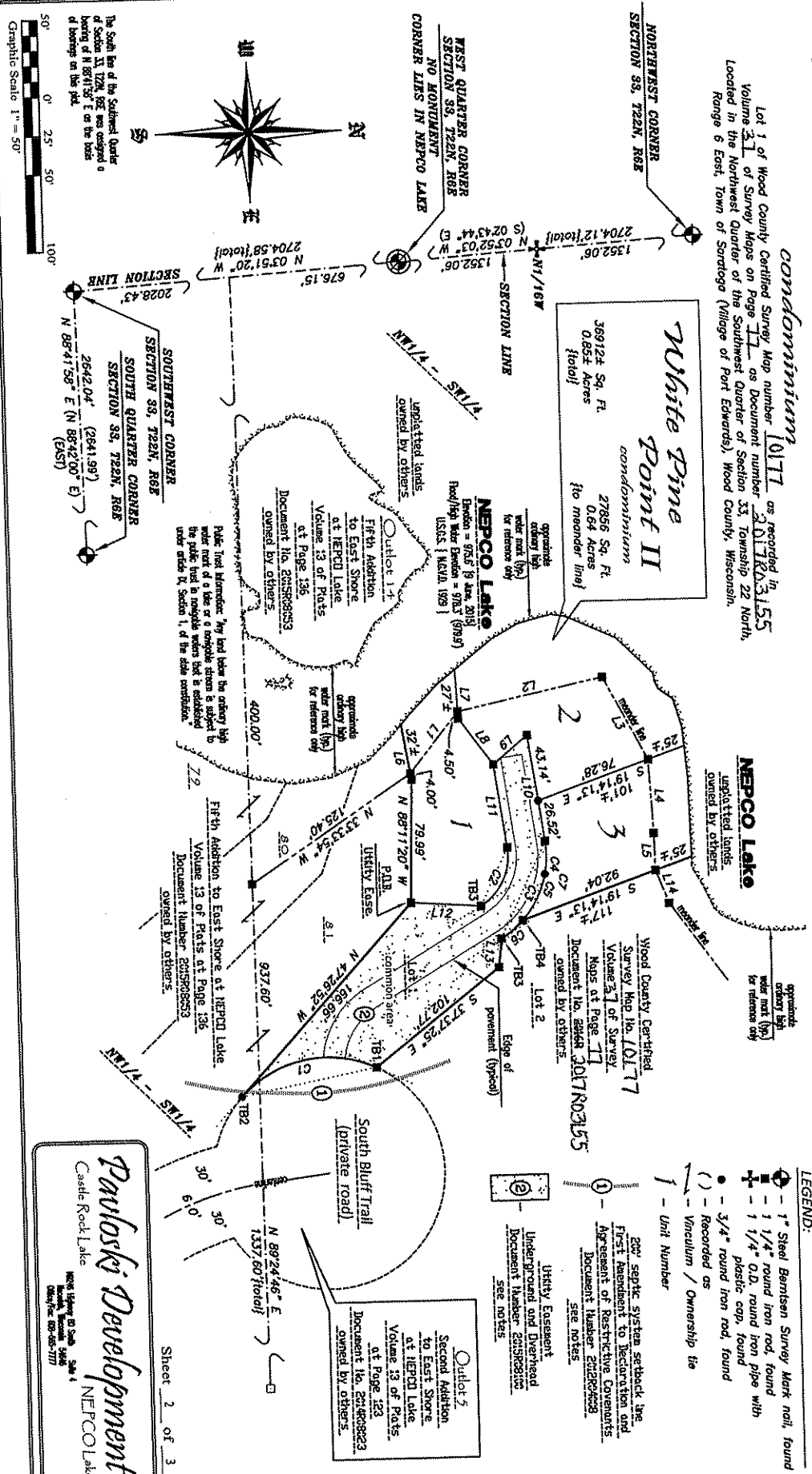
REWARD RR  
 Nepco Lake Development LLC  
 P.O. Box 1027  
 Wisconsin Rapids, WI, 54485-1027  
 Fieldwork completed: 31 Oct., 2016  
 Field Book file: Page: File  
 CAD File: \Projects\Nepco Lake

# White Pine Point II

Let 1 of Wood County Certified Survey Map number 10177 as recorded in Volume 31 of Survey Maps on Page 11 as Document number 2017R03155 Located in the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Sorlage (Village of Port Edwards), Wood County, Wisconsin.

condominium 10177

**White Pine II**  
condominium  
27856 Sq. Ft.  
0.64 Acres  
(to meander line)  
369124 Sq. Ft.  
0.851 Acres  
(total)



- LEGEND:**
- 1" Steel Barbed Survey Mark nail, found
  - 1 1/4" round iron rod, found
  - 1 1/4" OD, round iron pipe with plastic cap, found
  - 3/4" round iron rod, found
  - ( ) Recorded as
  - - - - - Vacillum / Ownership to
  - 1 - Unit Number
  - EGG septic system setback line
  - First Amendment to Declaration and Agreement of Restrictive Covenants
  - Document Number 2015C09203
  - see notes
  - Utility Easement
  - Underground and Overhead
  - Document Number 2015C09203
  - see notes
  - Parcel 5
  - Second Addition to East Shore at NEPCO Lake
  - Volume 13 of Plats
  - at Page 123
  - Document No. 2014C08823
  - owned by others.

**Pauloski Development**  
Castle Rock Lake  
NEPCO Lake  
Map 1  
Scale 1  
Date/Rev: 03-05-17/1

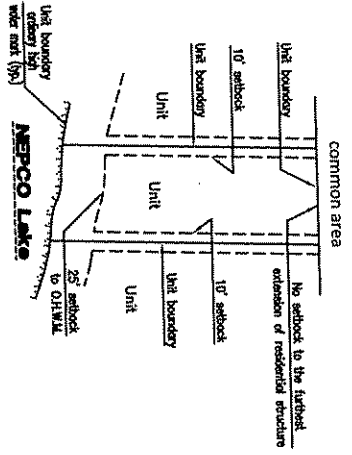
# White Pine Point II

*condominium* 10171 as recorded in 201503155  
 Vol. 21 of Survey Maps on Page 11 as Document number 201503155  
 Located in the Northwest 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)

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 units observe a zero setback along lines that abut the common area.

Sheet 3 of 3

**Pauloski Development**  
 NEPCO Lake  
 Castle Rock Lake  
 2025 Highway 10 South  
 Suite 1  
 Port Edwards, WI 54657-1171

**VILLAGE OF PORT EDWARDS:**

Resolved, that White Pine Point II Condominium Plat 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

**NOTES:**

White Pine Point II Condominium is subject to a "Waiver of Claims Agreement" recorded as Document no. 2011R03193.

White Pine Point II Condominium is subject to a Declaration and Agreement 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.

White Pine Point II 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

White Pine Point II 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. 2014R10332  
 Fourth Amendment as Document no. 2015R02270  
 Fifth Amendment as Document no. 2015R01188  
 Sixth Amendment as Document no. 2015R02547  
 Seventh Amendment as Document no. 2015R07416  
 Eighth Amendment as Document no. 2015R08145  
 Ninth Amendment as Document no. 2016R04483  
 Tenth Amendment as Document no. 2016R08102  
 Declaration of Easement for Private Road and Private Utilities as Document no. 2015R01189  
 First Amendment as Document no. 2015R02548  
 Second Amendment as Document no. 2015R08146

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 Northwest abutment. Elevation provided by the U.S.G.S. (N.G.V.D. 1929), Transportation - 882.34'.

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, 2 and 3 of White Pine Point II will also be serving Lots 41-44 of Second Addition to East Shore of NEPCO Lake and Lot 2 of Wood County Certified Survey Map Number 10171.

The system is located on Outlot 6 of Second Addition to East Shore of NEPCO Lake.

The common area as shown herein, is subject to the Utility Easement, Underground and Overhead, granted to Wisconsin Power and Light, Wood County Telephone Company, D/B/A Salsburg, Charter Cable Partners, LLC, D/B/A Charter Communications and Wisconsin Gas, LLC, D/B/A We Energies recorded as Document number 2015R08100.

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

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

Document Number

Title of Document



\* 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

Name and Return Address:

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

*30.00*

**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. 2015R01188 (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.

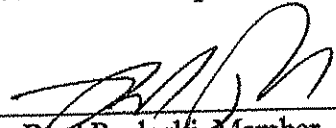
21. **Nonforfeiture.** Any violation of these restrictions shall not result in a forfeiture or reversion of title to any Lot.

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)

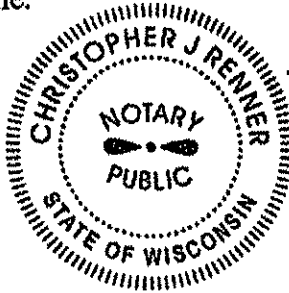
**DECLARANT:**


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 ¼ of the SE ¼ 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 ¼ of the SE ¼ 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 ¼ of the SE ¼ of Section 32, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

The SW ¼ of the SE ¼ 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 ½ of the NW ¼ of the SW ¼ 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 ½ of the NW ¼ of the SW ¼ of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

The SW ¼ of the SW ¼ of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

The NE ¼ of the SW ¼ of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

The NW ¼ of the SE ¼ of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

The SW ¼ of the NW ¼ 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 ¼ of the NW ¼ 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 ¼ of the NW ¼ 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 ¼ of the NW ¼ 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 5<sup>th</sup> 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 10<sup>th</sup> 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 9<sup>th</sup> 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 5<sup>th</sup> 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 10<sup>th</sup> 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 9<sup>th</sup> 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 11<sup>th</sup> day of February, 2015, was recorded on the 13<sup>th</sup> 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 21<sup>ST</sup> day of July, 2015 with the Wood County Register of Deeds, as Document No. 2015R 06241 (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

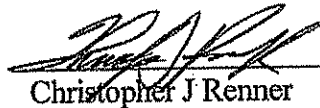
By: 

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

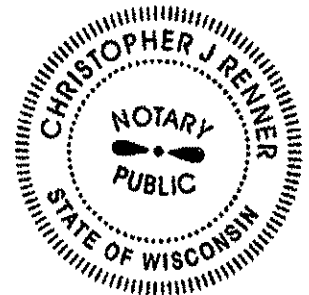


EXHIBIT A

LEGAL DESCRIPTION OF ADDITIONAL ROADWAY PROPERTY

Outlot 9 of Fourth Addition to East Shore at NEPCO Lake. Filed on the 15<sup>th</sup> 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.

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



\* 2015R08146 \*

2015R08146

SUSAN E. GINTER  
WOOD COUNTY  
REGISTER OF DEEDS  
RECORDED ON

09/11/2015 02:50PM  
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

*300P*

Document Number

Title of Document

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

This Second Amendment to Declaration of Easement for Private Road and Private Utilities is made by Nepco Lake Development, LLC ("Declarant") this 10<sup>th</sup> day of September, 2015.

**RECITALS**

WHEREAS, the Declaration of Easement for Private Road and Private Utilities dated the 11<sup>th</sup> day of February, 2015, was recorded on the 13<sup>th</sup> day of February, 2015, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2015R01189, as amended by the First Amendment to Declaration of Easement for Private Road and Private Utilities dated the 16<sup>th</sup> day of July, 2015, which was recorded on the 21<sup>st</sup> day of July, 2015, with the Register of Deeds for Wood County, Wisconsin as Document No. 2015R06248 (the "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 the 23<sup>rd</sup> day of December, 2013, and recorded with the Wood County Register of Deeds on the 26<sup>th</sup> day of December, 2013 as Document No. 2013R12367; and were amended by the First Amendment dated the 9<sup>th</sup> day of September, 2014, which was recorded with the Register of Deeds for Wood County on the 10<sup>th</sup> day of September, 2014, as Document No. 2014R07044; and were further amended by the Second Amendment dated the 8<sup>th</sup> day of October, 2014, which was recorded with the Register of Deeds for Wood County on the 9<sup>th</sup> day of October, 2014, as Document No. 2014R08024; and were further amended by the Third Amendment dated the 30<sup>th</sup> day of October, 2014, which was recorded on the 30<sup>th</sup> 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 11<sup>th</sup> day of February, 2015, which was recorded on the 13<sup>th</sup> 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 16<sup>th</sup> day of March, 2015, which was recorded on the 24<sup>th</sup> 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 15<sup>th</sup> day of July, 2015, which was recorded on the 21<sup>st</sup> day of July, 2015 with the Wood County Register of Deeds, as Document No. 2015R06247; and were further amended by the Seventh Amendment dated the 18<sup>th</sup> day of August, 2015, which was recorded on the 19<sup>th</sup> day of August, 2015 with the Wood County Register of Deeds, as Document No. 2015R07416; and were further amended by the Eighth Amendment dated the 10<sup>th</sup> day of September, 2015, which was recorded on the 11<sup>th</sup> day of September, 2015 with the Wood County Register of Deeds, as Document No. 2015R 08145 (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, two (2) additional outlots (Outlots 10 and 16) 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 is developing White Pine Point Condominium which will consist of five (5) land condominium units and common and limited common areas to be located within Lot

82 of Fifth Addition to East Shore at NEPCO Lake as recorded in Volume 13 of Plats, Page 136 as Document number 2015R08053; and

WHEREAS, the Declarant has constructed a community septic system to be located on Outlot 6 of the Second Addition to East Shore at NEPCO Lake Subdivision ("Outlot 6") to service Units 1 through 5 of White Pine Point Condominium, and desires to grant each Unit Owner and the White Pine Point Condominium Owner's Association, Inc. a permanent, non-exclusive easement over and across the Private Roads for access to the Condominium, and over and across Outlot 6 for access and the use of the community septic system.

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

1. Outlots 10 and 16 of the Fifth 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 Owners of Units 1 through 5 of White Pine Point Condominium and the White Pine Condominium Owner's Association, Inc. are hereby granted a permanent, non-exclusive easement over and across the Private Road (as defined in the Declaration) for vehicular and pedestrian access to a public road or roads to and from the Condominium. The Units shall be subject to general and special charges, which may be determined and assessed monthly or annually by the Declarant or the East Shore Community Association, Ltd. ("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.
3. The Owners of Units 1 through 5 of White Pine Point Condominium and the White Pine Condominium Owner's Association, Inc. are hereby granted a permanent, non-exclusive easement over and across Outlot 6 for access to and the right to use the community septic system located thereon. The Units shall be subject to general and special charges, which may be determined and assessed monthly or annually by the Declarant or the East Shore Community Association, Ltd. ("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 community septic system.

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

IN WITNESS WHEREOF, this Second 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)

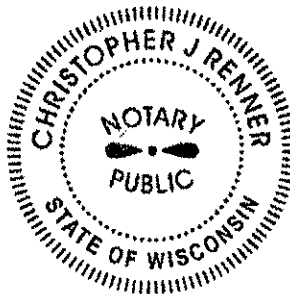
Nepco Lake Development, LLC

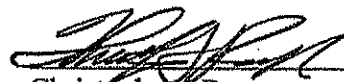
By:   
Brad Pavloski, Member

**ACKNOWLEDGMENT**

STATE OF WISCONSIN  
COUNTY OF JUNEAU

Personally came before me this 10<sup>th</sup> day of September, 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

Outlots 10 and 16 of Fifth Addition to East Shore at NEPCO Lake. Filed on the 9<sup>th</sup> day of September, 2015 in Volume 13 of Plats at Page 136 as Document number 2015R08053, Located in the Northeast Quarter of the Southeast Quarter of Section 32 and the Southeast 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.