COVENANTS, CONDITIONS AND RESTRICTIONS Title of Document

DECLARATION OF

Document Number

THIS DECLARATION of Covenants, Conditions, and Restrictions for East Shore at NEPCO Lake Subdivision is made this 23rd day of December, 2013, by Nepco Lake Development, LLC, a Wisconsin Limited Liability Company under the laws of the State of Wisconsin (hereinafter referred to as "Declarant" or "Developer").

WITNESSETH:

WHEREAS, DECLARANT is the owner of the real property more particularly described in Exhibit A attached hereto and made a part hereof (the "Land").

WHEREAS, DECLARANT is the owner of the real property (hereinafter "Subject Property" being part of said Land) and the description of which is set forth on Exhibit B attached hereto and incorporated by reference herein. The Subject Property described on Exhibit B is shown on the Final Plat marked as Exhibit C and incorporated by reference herein.

WHEREAS, DECLARANT reserves the right, at DECLARANT'S option and in its sole discretion, to subject to this Declaration the remaining "Land" not included in the real estate described in Exhibit B, as well as other lands acquired by Declarant or its affiliates which are not legally described herein. This land (the "Expansion Property") including any additional common areas, if any, and the right to use additional portions of the existing common areas may be subjected to this Declaration in whole or in part, at any time or from time to time by



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SUSAN E. GINTER WOOD COUNTY REGISTER OF DEEDS RECORDED ON 12/26/2013 08:36AM REC FEE: 30.00 EXEMPT #: N/A PAGES: 35

Name and return address: Nepco Lake Development, LLC N9246 Highway 80 South Suite 4 Necedah, WI. 54646

3000 Pavloski Development

recording a Supplemental Declaration or Amendments to the Declaration ("Expansion Declaration"). The Expansion Property is intended to encompass additional residential lots, condominium units, Outlot(s) and the right to use the existing common areas and other common property. Each owner of a residential lot or unit shall be considered an owner under this Declaration. The lot owners shall also become members in the East Shore Community Association, Ltd. with the rights and duties set forth in Article XXIV of this Declaration.

WHEREAS, DECLARANT desires to provide for the preservation of the values and amenities of Subject Property and, to this end, desires to subject aforesaid Subject Property to the covenants, conditions, restrictions and charges hereinafter set forth, each and all of which is and are for the benefit of Subject Property as a whole and all owners of any part thereof.

NOW, THEREFORE, DECLARANT does hereby give notice to all purchasers and their successors of any portion of Subject Property hereinbefore described and whomsoever it may concern that Subject Property is, and each and every conveyance or any portion of Subject Property will be, subject to the following covenants, conditions, restrictions and charges, and the existing covenants and restrictions as described in Article XXV below, which will inure to the benefit of and pass with Subject Property, and each and every parcel thereof, and shall apply to and bind each successor in interest, and any owner thereof.

ARTICLE I

GENERAL PURPOSE

The purpose of this Declaration is to insure the best use and the most appropriate development and improvement of the Subject Property; to protect owners of Subject Property against such use of surrounding property as will detract from the value of their property; to preserve, so far as practicable, the natural beauty of Subject Property; to insure the highest

and best development for Subject Property, to encourage and secure the erection of attractive structures thereon with appropriate locations thereof on each parcel; to promote harmonious improvement of Subject Property; to secure and maintain proper setbacks from the roads, and adequate free spaces between structures; and in general to provide adequately for a quality subdivision, and thereby to preserve and enhance the value to investments made by purchasers of Subject Property therein.

ARTICLE II

USE OF LAND

All terms, regulations and conditions of any applicable village, county or state zoning or subdivision ordinances, statute or regulation shall be and remain in effect.

No noxious or offensive trade or activity shall be carried on upon the Subject Property, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

The re-dividing or subdividing of any portion of the Subject Property is prohibited without the express written consent of the Declarant.

Outdoor toilets shall not be permitted.

LP tanks must be buried or screened from view.

No horses, cows, goats, pigs, sheep, poultry or fowl of any kind will be permitted to be kept on any part of Subject Property. Pets will be permitted and shall be properly restrained so as to avoid becoming an annoyance or nuisance to the neighborhood and shall be in accordance with any other applicable ordinance. All exterior lighting shall not interfere with the use and enjoyment of neighboring properties.

No trailers, mobile homes, converted buses, doublewide trailer homes, tents, shacks, garages, or other temporary structures shall be used on any lot at any time as a residence either temporarily or permanently. No temporary living in a basement shall be allowed.

No shoreline stabilization measures are allowed without prior written authorization from the Architectural Control Committee and the Declarant.

No outdoor wood burning stoves are allowed unless approved in writing by the Architectural Control Committee.

No boat launch can be built on any lot. No lot owner may allow third parties or the public to use a lot for access to the lake.

All lots shall be used for single family residential purposes only. Each residential Home on a Lot or any part thereof may be rented by written lease, provided that

- (a) The term of any such lease shall not be less than sixty (60) days;
- (b) The lease contains a statement obligating all tenants to abide by this Declaration of Restrictions, the Articles of Incorporation, and the Bylaws, and all rules and regulations of the Association, and provides that the lease is subject and subordinate to the same;
- (c) The lease provides that any default arising out of the tenant's failure to abide by this Declaration, the Articles, the Bylaws, and all rules and regulations of the Association shall be enforceable by the Association as a third-party beneficiary to the Lease and that the Association shall have, in addition to all rights and remedies provided under this Declaration, the Articles, the Bylaws, and the rules and regulations of the Association, the right to evict the tenant or terminate the Lease should any such violation continue for a period of ten (10) days following

delivery of written notice to the tenant specifying the violation; and

 (d) A true and complete copy of the Lease shall be provided to the Association at least ten (10) days prior to execution so that the Association can confirm that the Lease meets the requirements of this section.

During the term of any lease, each Lot Owner shall remain liable for the compliance of all tenants of the Home with all provisions of this Declaration, the Bylaws, and the rules and regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Home. The restrictions against leasing contained in this Section may not be amended to impose further restrictions on the right to lease or removed without the prior written consent of Declarant.

Fractional share ownership or any similar concepts are strictly prohibited.

ARTICLE III

TYPE OF MATERIAL: SIZE OF STRUCTURE

All structures erected shall be completed within one (1) year after commencement of construction. Building exterior must be of brick, stone, log, or cedar siding. Cement board, LP smart siding and vinyl siding are allowed with Architectural Control Committee approval.

No buildings shall be erected, altered, placed or permitted to remain on any lot other than a single-family dwelling and approved accessory structures.

Dwellings must have a minimum of 1000 square feet above grade.

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 (such as basement space, whether or not exposed, and/or the lower level of a split level) be counted for purposes of determining minimum square footage of living space. The minimum square footage shall be determined as of the time of initial construction, and shall not consider or include unfinished areas or future additions. A one-car garage will not be permitted. All homes shall include an attached garage with a minimum of a two (2) stalls. The Architectural Control Committee, in its sole discretion, may prohibit any attached garage which has an exterior appearance of having a capacity of more than three (3) cars. Detached garages with breezeways may be allowed conditioned upon approval by the Architectural Control Committee.

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.

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 or denied at the sole discretion of the Architectural Control Committee.

ARTICLE IV

GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage, nor shall any waste be kept on Subject Property, except in sanitary 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.

ARTICLE V

BUILDING LOCATION

All buildings shall be located on their respective lots in accordance with the applicable

state, county, or village regulations, ordinances or laws which shall supersede any provisions contained herein. In addition, no building or other structure permitted under the terms of this agreement shall be located closer than 25 feet to any public or private road, 10 feet from the side yard, 10 feet from an accessory building, or 25 feet from the rear lot line.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee (hereinafter the "Committee") for the Subdivision is hereby established. The Committee shall consist of not less than two members, designated as hereinafter set forth. The decision of the majority of the members of the Committee shall be final and binding upon all parties. The Committee members shall not be entitled to compensation for services performed pursuant to this paragraph. The initial members of the Committee shall be appointed by the Developer, and the Developer shall be entitled to remove and replace members of the Committee, at its sole discretion, for a period of not less than 30 years from the date of this Declaration.

ARTICLE VII

ARCHITECTURAL CONTROL

No house, building, swimming pool, gazebo, driveway, tennis court, light post, or other structure or improvement shall be constructed, erected, placed or altered on any Lot in the Subdivision without the prior written approval of the Committee. No builder, general contractor, or any subcontractor shall commence construction of any structure or improvement without the prior written approval of the Committee. Developer and the Committee shall have the sole right to prohibit builders, contractors and subcontractors from building structures or improvements on the Lots. Each Lot owner shall have the obligation to determine if a builder or contractor is on

Developer's approved builder list prior to entering into any contract for the construction of improvements. For any undertaking requiring approval of the Committee, two sets of plans [including building construction plans (with roof, siding and trim colors), site plans, grading plans (where necessary) and landscaping plans] shall be submitted to the Committee. If and when plans are approved, one set of the approved plans shall be signed, dated, and returned by the Committee to the Lot owner as evidence of such approval. The lot owner will provide the Committee with a postage paid envelope in order to mail back approved architectural plans to the lot owner. Any minor changes or revisions required by the Committee may be noted as an exception to approval on the plans and detailed in a letter to the Lot owner. The Committee may also request that revisions shall first be made to the plans by the owner's agent before approval is given. Once the Committee's approval has been given the plans shall be strictly adhered to by the Lot owner, unless subsequent changes are approved by the Committee.

In passing upon the plans and specifications, the Committee may take into consideration the suitability of the proposed building or other structure or improvement, its design, elevation, color, construction materials, the harmony thereof with surrounding buildings, its proposed location, the view from other properties in the subdivision, and such other matters of terrain, environmental impact, aesthetics, and impact upon other Lots in the subdivision as the Committee may deem appropriate. The Committee shall have the right to waive minor infractions or deviations from these restrictions in the case of hardship and/or common sense. Any action by the Committee shall be final and conclusive as to all persons then or thereafter owning Lots subject to these restrictions. The Committee shall not be liable for actions taken or decisions made in good faith. Any Lot owner who causes or allows any improvement to be constructed, installed, placed or altered on the Lot without prior written approval of the Committee may be required to remove such improvement

in its entirety at the Lot owner's expense.

In addition to the requirements of these restrictions, all construction shall comply with applicable zoning and building code requirements. It is not intended that the Developer or Committee have full knowledge of or expertise in, matters of zoning, building codes or proper drainage. The Developer or Committee shall have no liability or responsibility in the event it approves plans which fail to comply with applicable zoning or building codes, and/or which fail to properly handle drainage. In the event that approved plans violate applicable zoning or building codes, or fail to properly handle drainage, it shall be the sole responsibility of the Lot owner to discover and determine the error, to have the appropriate corrections made to the plans, and to resubmit the corrected plans to the Committee for its approval.

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 the house siding, or by brick or stone. In cases where the home has a walkout basement the Committee may require stone or brick on the walkout level depending on the siding being used. 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 Committee, 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 subdivision. Further, the Committee may, in its 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.

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 Committee retains the right to require additional architectural detail.

No white houses, white windows, white door trim, white fascia/soffit, white fences 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.

Outbuildings, such as gazebos, pool equipment and/or changing room facilities, etc. may be allowed, provided they are approved, as to design, location and landscaping, by the Committee. No outbuilding shall be constructed on any Lot prior to the commencement of construction of the single-family residence on such Lot. All Lot owners are further advised that outbuilding construction is also subject to applicable zoning ordinances, and may be prohibited or restricted unless a variance or conditional use permit is obtained.

In-ground swimming pools shall be permitted, subject to the approval of the Committee, and local zoning ordinances and specifications. Above ground swimming pools are prohibited. Hot tubs and spas are permitted with approval by the Committee. 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.

ARTICLE VIII

COMMENCEMENT OF AND COMPLETION OF CONSTRUCTION

Before any construction shall be commenced on any Lot the driveway shall be rough graded in a horizontal location and with a vertical alignment as approved by the Committee. All access to and from the home site construction area by material suppliers, contractors and other individuals

shall be by this driveway location and no other means or way. This covenant is primarily for the protection of natural amenities of the site.

Any exterior construction commenced shall be completed within a one-year period. Also, within eighteen months of the commencement of construction, the owner of such Lot shall landscape any area disturbed by construction, and shall complete all landscaping in accordance with the plans and specifications approved by the Committee.

During the time of construction the Lot 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 Lot owner shall further be responsible for the repair of any and all damage to the public or private right-of-way adjacent to the Lot, 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 the Lot, occurring prior to completion of construction.

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.

ARTICLE IX

DRIVEWAYS; DRIVEWAY RESTRICTIONS

The owner of each Lot shall, within six-months of the date of issuance of an occupancy permit for the construction of a residence on a Lot, 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 private road system.

The driveway shall have a minimum of a three (3) foot side yard setback, unless otherwise

approved in writing by the Committee (in its sole discretion). No straight driveways are allowed.

ARTICLE X

HOME CONSTRUCTION ON LOT AND HEIGHT OF GRADE

Any Committee approval for a Lot owner's proposed home on a Lot constitutes approval of the home with regard to style, size and other requirements per these restrictions, and does not guarantee any particular grading elevation, floor elevation or home placement for a future home that Lot owner may build on such Lot. Lot owner has the responsibility and obligation to investigate and obtain qualified opinions from experts that the subject Lot will accommodate the home, placement and grading that Lot owner intends.

No owner of any Lot shall or will at any time alter the grade of any Lot from that which is naturally occurring on that Lot at the time the site development improvements have been completed by the Developer unless and until the Lot owner shall first obtain the written approval of the Committee for such grade alteration. In order to obtain this approval, it shall first be necessary for the Lot owner, at the Lot owner's expense, to have prepared a grading plan which shows in detail the area to be re-graded, the existing and proposed topography, analyzes the effects on site drainage, states that the effects on site drainage will not be in violation of law as to alteration of natural drainage courses, and is a plan which does not unreasonably affect an adjacent property owner regarding drainage or their viewing of unreasonable slope treatment. The Committee's approval, if granted, shall not relieve the Lot owner from the ultimate responsibility for the design, performance, and function of the grade alteration and/or drainage condition, and the Lot owner by requesting the alteration, and/or by altering the grade, thereby agrees to indemnify and hold harmless the Developer and Association and its agents, employees and independent contractors regarding the same. The Developer or Association and/or their agents, employees or independent

contractors shall have the right to enter upon any Lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the Lot owner is responsible for cost of the same. The top of any basement walls shall not exceed four feet above existing grade. The Developer makes no representations or warranties that a particular Lot will allow for the construction of a basement, or an exposed basement.

ARTICLE XI

NUISANCES

No noxious or offensive activities shall be carried on upon any Lot or Outlot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

ARTICLE XII

OUTDOOR STORAGE

No on-site un-housed or unscreened storage will be allowed for excess material and infrequently used vehicles. Outdoor storage of snowmobiles, boats, trailers, campers, golf carts and other seasonal items used off of Subject Property is not allowed.

ARTICLE XIII

<u>SIGNS</u>

No information tube style signs (info tubes) advertising a Lot or Home for sale shall be allowed unless approved in writing by the Developer. Info tubes, stakes, and frames must be of earth tones. Info tubes must be placed out of the right of way. In the event the Association or Developer provides notice to a Lot owner that they have a prohibited tube style sign or other sign advertising a lot for sale on their property, the Lot owner shall have 10 days to remove the info tube or sign. If the violation is not corrected within the 10 day period, the Association or Developer

shall have the right to remove the info tube or sign and specially assess the Lot owner for all costs and expenses related to the removal.

ARTICLE XIV

ANTENNAE

No exterior antennae, other than two dish type antenna not exceeding thirty (30) inches each in diameter, shall be allowed on any Lot. 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.

ARTICLE XV

MAILBOX

The Developer may decide at the Developer's discretion to install community mailboxes/mail stations that would be located near the entrance to the development. The community mailbox/mail stations would be in place of the individual mail boxes at Lots throughout the development.

ARTICLE XVI

<u>SEVERABILITY</u>

Invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

ARTICLE XVII

OUTLOT(S)

Outlot 1 is the Private Road which serves as access for the subdivision and future subdivisions. Each Lot in the subdivision shall be deemed to include an equal undivided ownership interest in Outlot 1, and each conveyance of a Lot in the subdivision shall be deemed to include the conveyance of such undivided interest, whether or not specifically set

forth in the instrument of conveyance. It is contemplated that future additions will contain additional outlots also designated as Private Roads along with outlots that are designated as common areas for the subdivision and said additions. Outlots may also be developed which are not included as common areas. An easement for ingress and egress is granted to Domtar Wisconsin Dam Corporation and NEPCO Lake Owner's Association, Inc. over Outlot 1.

ARTICLE XVIII

MAINTENANCE OF PRIVATE ROADS, DRAINAGE EASEMENTS, PONDS, COMMON AREAS, ENTRANCE SIGNAGE, ISLANDS, PUBLIC WALKING PATHS AND FENCES

The Owner's Association has the responsibility of properly landscaping and maintaining all outlots and common areas including but not limited to, private roads and related improvements, ponds, walking paths, fences, common parking areas, street islands and subdivision entrance signage, and maintaining the street signs and street lights, if any, within the subdivision. Subject to the provisions of Article XIX below, the Owner's Association further has the responsibility of properly maintaining all drainage easement areas located within the individual Lots, if any, which are subject to this Declaration and the ponds and all drainage easement areas within common areas. Maintenance of the private roads shall include, but not necessarily limited to: sealcoating, resurfacing, repaying and rebuilding. Maintenance of the ponds may include at the discretion of the Association, but not necessarily be limited to: preservation of the embankments; prevention of erosion above the ponds, around the ponds and downstream therefrom; dredging if and when necessary, annual treatment with algaecide chemicals and other necessary measures to reduce algae and maintain the appearance of the pond and "water color", and the annual stocking of fish. The Developer and Owner's Association hereby reserve a 25 foot wide permanent easement along the rear lot line of all lots abutting any pond for access and maintenance. The maintenance of the pond is at the discretion of the Declarant during the period of Declarant control of the Association.

ARTICLE XIX

DAY-TO-DAY MAINTENANCE OF PRIVATE ROADS, DRAINAGE EASEMENT AREAS, POND AND LANDSCAPING BERMS

The day-to-day maintenance of the private roads shall be the responsibility of the Owner's Association and shall include such items as cutting grass, removing fallen trees and branches, snow plowing and anything necessary to maintain them in conformity with conditions prescribed to Village roads and right-of-ways. Day-to-day maintenance of any drainage easement area located on an individual Lot shall be the responsibility of the owners of such Lot. Day to day maintenance includes such items as cutting grass, raking leaves, removing fallen trees and branches, and removing other minor obstructions. Any major improvements shall be the responsibility of the Association. The day-to-day maintenance of any landscaping berms and plantings located on an individual Lot shall be the responsibility of the owners of such Lot. The owners of such Lots are prohibited from cutting or removing any trees or other plantings located on a landscaping berm. The owners of Lots which abut a pond shall maintain the existing sand located on these lots. Each owner of a Lot abutting the pond shall maintain the sand within their Lot extending not less than 25 feet from the rear lot line. The day-to-day maintenance of the sand areas shall include the removal of all weeds and general maintenance such that the sand areas have a neat and uniform In the event any Lot Owner fails to perform his or her required maintenance as appearance. described above, within thirty days after receipt of written demand from the Owner's Association, the Owner's Association shall have the right to perform the repair, replacement and/or maintenance, and, in such event, the Association shall be entitled to assess the costs thereof to the Lot Owner, which cost shall become a lien against the Lot Owner's Lot until paid.

ARTICLE XX

POND AND DRAINAGE EASEMENT LIABILITY

The drainage easements have been created and are required by the Village of Port Edwards to assist in the flow and detention of surface and storm water in the subdivision. The drainage areas are not intended to be used for swimming or recreational facilities, and any use of the drainage areas for such use is strictly prohibited. Any person entering into or using the drainage areas either intentionally or accidentally do so at their own risk. The Association shall have the right to adopt rules and regulations for use of the pond that apply to all Lot owners and their invitees. By purchase of a Lot in the subdivision, each Owner and its respective successors, assigns, heirs, personal representatives, and invitees hereby waive, to the fullest extent permitted by law, any and all claims for liability against the Developer, the Association, and any Lot Owners whose Lot contains a drainage easement or pond, and their respective agents, contractors, employees, officers, directors and shareholders, for injury or damage to person or property sustained in or about or resulting from the use or existence of the ponds and drainage areas. In addition, each Lot Owner (and its successors, assigns, heirs and personal representatives, and invitees) agree to indemnify, defend and hold harmless the Developer, the Association, and any Lot Owners whose Lot contains a drainage easement or pond, and their respective agents, contractors, employees, officers, directors and shareholders, from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorney's fees), including those arising from any injury or damage to any person (including death) or property sustained in or about or resulting from the use or existence of the ponds or drainage areas.

ARTICLE XXI

<u>RESERVED</u>

ARTICLE XXII

WETLAND RESTRICTIONS

In order to preserve and protect any wetlands located in this Subdivision to the greatest extent possible, no construction, land disturbing, grading, or filling activities may occur within the wetland boundaries. During all construction and land disturbing activities, the Owners of said Lots shall comply with all appropriate regulations promulgated by the Village of Port Edwards, the United States Army Corps of Engineers, the Wisconsin Department of Natural Resources and any other administrative agency or governmental body having jurisdiction over the Subdivision and the wetlands.

ARTICLE XXIII

DEVELOPER'S RIGHTS

Developer or its affiliates has acquired or may acquire in the future other lands in the vicinity of this Subdivision, including but not necessarily limited to the Lands described on the attached Exhibit A. Developer or its affiliates shall have the express right, but not the obligation, to develop all or part of the Lands described on the attached Exhibit A, and/or other lands in the area, in such a manner as to create an integrated development with this Subdivision. To accomplish that purpose, Developer and its affiliates shall have the express right, without the necessity of obtaining the approval of the Owner's Association or any Lot Owner, to do any or all of the following:

a. Grant easements for the use, and establish requirements for the maintenance of, common Outlots and/or other common areas such that the Owners of Lots in all of the developments have the full right of access to and use of common Outlots and/or other common areas, and the Owners of all Lots share equally in the maintenance expenses.

b. Amend this Declaration in its sole discretion so as to subject any or all of said Lands or additional lands to this Declaration. In doing so, Developer 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.

c. Amend the Articles of Incorporation and/or By-laws of the Owner's Association so that the Owner's Association functions as the association for all or some of the developments.

d. Amend the provisions hereof with respect to the Architectural Control Committee so

that there are separate Architectural Control Committees for each development, or so

that there is a combined Architectural Control Committee for some or all developments.

ARTICLE XXIV

EAST SHORE COMMUNITY ASSOCIATION, LTD.

The Lot owners of the subdivision shall become part of a non-profit membership corporation

for the purpose of maintaining, improving, policing or preserving properties in which its members

shall have common rights of usage or enjoyment including Outlot(s) and common areas, and

parking areas, and subdivision entrance signage.

1. That membership in said Association shall be mandatory for every person or entity who is a beneficial owner of a fee or an undivided fee interest in any part of the real estate subject to this Declaration or any Supplemental Declaration, including contract buyers, but excluding those persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall transfer to the new owner(s) upon the conveyance of said fee interest(s).

2. That the Association shall have the rights and duties to fix and collect annual assessments against each lot as follows:

A. The Association shall have the power to prepare and annually submit to its membership a budget of the expenditures, which it proposes to make for the ensuing year. Such budget shall include the expenses of maintaining NEPCO Lake and the related expenses, improving, policing, and preserving the Outlot(s) and all common facilities. Such budget shall also include the expenses of maintaining the organization of the Association. B. Upon the adoption and approval of the annual budget by a majority of the members entitled to vote as established by the articles of incorporation and by-laws of the Association and by rules validly adopted by resolution of the Board of Directors of the Association, at a regular meeting or adjournment thereof, or upon the approval of a special assessment under par. C., the Board of Directors of the Association may levy an assessment against all of the Lots, the ownership of which entitles the owner thereof to the use and enjoyment of the properties controlled by the Association.

The assessment levied under this section shall be levied at generally the same time each year upon all Lots. The Association may at its first Annual Meeting set the assessment for the following year to cover first year's estimated expenses.

Declarant Control of the Association. Declarant shall have the right to appoint and remove Directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers, by the Articles, Bylaws, this Declaration or the Wisconsin Nonstock Corporation Law (as amended from time to time), 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) One (1) year after the conveyance by Declarant to purchasers of all of the Lots, including all Lots added to this Declaration as set forth in Article XXIII above; or (3) Declarant's election to waive its right to control the Association.

Until such time as the Declarant relinguishes control of the Association as described above, Lots owned by Declarant shall be exempt from assessments for common expenses until a Lot is sold, as long as the assessment for common expenses for Lots not owned by the Declarant do not exceed the amount of projected assessments contained in the last adopted budget. Until the last day of the month during which the Declarant turns over control of the Association to the Lot owners, the Declarant shall be responsible for and pay common expenses in excess of the assessments payable by Lot owners under this formula. After the Declarant turns over control of the Association to the Lot owners, the Declarant shall pay its share of Association assessments in the same manner as other Lot owners but only as to those Lots which have been subjected to this Declaration. The Declarant's liability for Association assessments as provided above shall be effective on the first day of the month after the month during which the Declarant turns over control of the Association to the Lot owners.

C. The Board of Directors of the Association may call a special meeting upon at least three (3) days written notice for the purpose of making a special assessment. The nature of the proposed special assessment shall be included in the notice. A majority of members entitled to vote shall constitute a quorum for a special meeting, and a majority of members entitled to vote who are present at the special meeting shall determine a question.

- D. The Board of Directors of the Association shall declare the assessments levied under sub B. or C., due and payable at any time after 30 days from the date of the levy. The Association's Secretary or other officer shall notify the owner of every Lot so assessed of the action taken by the Board, the amount of the assessment of each Lot owned by such owner and the date on which the assessment becomes due and payable. The secretary shall mail the notice by U.S. mail, postage prepaid, to the owner at the owner's last-known post-office address.
- E. In the event that an assessment levied under sub B. or C. against any Lot remains unpaid for a period of sixty days from the date of the levy, the Board of Directors of the Association may, in its discretion, file a claim for a maintenance lien against the Lot, including interest and the Board's actual legal fees. All of the following apply to a claim for lien under this subsection:
 - i. The claim may be filed at any time within twelve (12) months from the date of the levy.
 - ii. The claim shall be filed in the office of the clerk of circuit court of the county in which the lands affected by the levy lie.
 - iii. The claim shall contain a reference to the resolution authorizing the levy and the date of the resolution, the name of the claimant or assignee, the name of the person against whom the assessment is levied, a description of the property affected by the levy and a statement of the amount claimed.
 - iv. The claim shall be signed by the claimant or the claimant's attorney, need not be verified, and may be amended, in case an action is brought, by court order, as pleadings may be.
 - v. The clerk of circuit court shall enter each claim for a maintenance lien in the judgment and lien docket immediately after the claim is filed in the same manner that other liens are entered. The date of levy of assessment will appear on the judgment and lien docket instead of the last date of performance of labor or furnishing materials.
 - vi. When the Association has so filed its claim for lien upon a Lot it may foreclose the same by action in the circuit court having

jurisdiction thereof, and ss. 779.09, 779.10, 779.11, 779.12, and 779.13 shall apply to proceedings undertaken for the enforcement and collection of maintenance liens as described in this subsection.

- vii. Each Lot owner shall promptly pay, when due, all general and special assessments levied by the Association against such owner and his, her or their Lot, together with all costs, expenses and reasonable attorney fees incurred by the Association in collection of any delinquent assessment(s). All assessments shall become due as the Association may determine appropriate (in a lump sum.) Time is of the essence with respect to all payments.
- viii. All co-owners of a Lot shall be jointly and severally liable for all general and special assessments levied against the Lot, regardless of the type of tenancy, estate or interest in the Lot (whether as joint tenants, tenants-in-common, land contract purchaser(s) or seller(s), or otherwise.)
- ix. All general and special assessments which are not paid when due: shall bear interest at eighteen percent (18%) per annum until the assessment is paid in full; shall constitute a lien on the Lot; and shall be collectible and enforceable by the Association by suit against the Lot owner, by foreclosure or the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin.
- F. The Association shall have the right to obtain as a common expense the following insurance coverage:
 - i. <u>Property Insurance.</u>
 - a. Loss or damage by fire and other perils normally covered by the standard coverage endorsement; and
 - b. Such other risks as shall customarily be covered with respect to projects similar in construction, location, and use, including all perils normally covered by the standard risk endorsement, where such is available.
 - ii. Public Liability Insurance.

A comprehensive policy of public liability insurance covering the Outlot(s) and any other improvements owned by the Association insuring the Association in an amount not less than One Million and

no/100 Dollars (\$1,000,000.00) covering bodily injury, including death of one person, arising out of a single occurrence and Two Million and no/100 Dollars (\$2,000,000.00) for death or injury to more than one person arising out of a single occurrence and One Hundred Thousand and no/100 Dollars (\$100,000.00) for property damage. (Such coverage shall include, without limitations, legal liability of the insured for property damage, bodily injuries and deaths of persons in connections with the operation, maintenance or use of the Outlot(s) and any other improvements owned by the Association, legal liability arising out of lawsuits related to employment contracts of the Association, and protection against liability for non-owned and hired automobiles). Such coverage may also include, if applicable, contractual liability and workmen's compensation insurance for person's hired by the Association for such work, maintenance and removal. Such coverage limits may be increased from time to time by the Association.

iii. Other Risks.

In addition, the Association may obtain insurance against such other risks of similar or dissimilar nature as it shall deem appropriate, to the extent that such coverage is reasonably available, including, but not limited to, personal liability insurance to protect directors and officers of the Association from personal liability in relation to their duties and responsibilities in acting as directors and officers on behalf of the Association.

iv. General Provisions of Insurance Policies.

All policies of insurance carried by the Association shall be carried in blanket policy form naming the Association as insured, or its designee as trustees and attorney in fact for such Lot owners, and each Lot owner shall be an insured person under such policies with respect to liability arising out of any Lot owner's membership in the Association.

v. <u>Deductibles.</u>

No policy of insurance in which the Association or its designee is the beneficiary shall include a deductible clause in the amount greater than \$500.00 or 1% of the face amount of the policy. After notice and the opportunity for hearing, the Association may determine that a loss, either in the form if a deductible to be paid by the Association or an uninsured loss, resulted from the act or negligence of a Lot owner. Upon said determination by the Association, any said loss or portion thereof may be assessed to the Lot owner in question and

the Association may collect the amount from said Lot owner in the same manner as any annual assessment.

ARTICLE XXV

EXISTING DECLARATION OF RESTRICTIVE COVENANTS AND WAIVER OF CLAIMS

Each Lot owner hereby acknowledges that each Lot is subject to the following: (i) a recorded 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 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 ("Declaration"). (iii) a recorded First Amendment to Declaration and Agreement of Restrictive Covenants dated April 11, 2012, and recorded with the Wood County Register of Deeds Office on April 20, 2012 as Document No. 2012R04008 ("Declaration"). (iv) a recorded Declaration and Agreement of Agreement of Restrictive Covenants dated April 11, 2012, and recorded with the Wood County Register of Deeds Office on April 20, 2012 as Document No. 2012R04008 ("Declaration"). (iv) a recorded Declaration and Agreement of Restrictive Covenants dated April 11, 2012, and recorded with the Wood County Register of Deeds Office on April 20, 2012 as Document No. 2012R04008 ("Declaration"). (iv) a recorded Declaration and Agreement of Restrictive Covenants dated April 11, 2012, and recorded with the Wood County Register of Deeds Office on April 20, 2012 as Document No. 2012R04009 ("Declaration"). The Declarations and Waiver of Claims are perpetual in nature and run with the land, each Lot, and the common areas of the subdivision.

The Declaration provides in part that each owner of a Lot in East Shore at Nepco Lake, and their successors and assigns, are prohibited from the following:

- (i) No person shall be permitted to install a septic system (other than an enclosed sanitary sewage collection tank which is pumped out on a regular basis - and at least once per year) on any portion of the Property within a strip of land 200 feet in width lying adjacent to and parallel with the ordinary high water mark of NEPCO Lake and Bloody Run Creek. Each individual lot contains an area adequate for a 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 Property 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 Lot in East Shore at Nepco Lake, and their successors and assigns, have waived any claims that a Lot owner or the Home Owner's Association may have against Domtar Wisconsin Dam Corp., and its successors and assigns ("Domtar") relating to Domtar's use of Nepco Lake. Each lot owner further agrees and acknowledges on behalf of itself/himself/herself, its successors and assigns that:

- 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 lot owner in East Shore at Nepco Lake, and the future purchasers, tenants, occupants and users of the Lot or common areas, 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 lot owner in East Shore at Nepco Lake and all future purchasers, tenants, occupants and users of the Lot or common areas, 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 Lot 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 Lot owner in East Shore at Nepco Lake Subdivision, 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 Lot 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 Lot 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 Lot in the Subdivision, to enter upon the Lot and common areas and use reasonable force to cure any violation of the Waiver of Claims and Declaration.

Each Lot owner and the Home Owner's Association hereby agrees to hold the Developer harmless, and indemnify Developer for any claims related to a Lot owner's or the Association's violation of the terms and conditions of the Waiver of Claims and Declarations.

ARTICLE XXVI

BOUNDARY AGREEMENT DISCLOSURE

The "Land and "Subject Property" being a part of said "Land", as described on Exhibit A is subject to a boundary agreement entered into between the Village of Port Edwards and the Town of Saratoga ("the Agreement"), which shall commence on January 1, 2014 and terminate 10 years thereafter on December 31, 2023. During the term of the Agreement, the Subject Property will be located in the Town of Saratoga and will be subject to the terms and conditions of the Agreement which specify the responsibilities and jurisdiction of each municipality in areas such as zoning, subdivision, and land use regulations, municipal services, and property will be located in the Village of Port Edwards and will be subject to the jurisdictional authority of the Village, as it existed prior to the commencement of the Agreement.

Each lot owner has acknowledged receipt of a copy of the Agreement and understands the

Subject Property is part of the Agreement. Any Lot Owner and all subsequent purchasers of any portion of the Subject Property agree to hold Declarant, the Association, Pavloski Development, LLC, Great Northern Timber Company, LLC, Nepco Lake Development, LLC, and all their affiliates, and assigns, as well as the Village of Port Edwards and the Town of Saratoga, harmless for any and all liability related to the effect of the Agreement on the Subject Property or any Lot Owner.

ARTICLE XXVII

TERM AND RIGHT TO ABATE VIOLATIONS

The provisions contained herein shall run with and bind Subject Property and shall inure to the benefit of and be enforceable by or against any owner of land included in Subject Property, their respective legal representatives, heirs, successors, and assigns and shall remain in full force and effect until and unless an instrument signed by the Declarant during the period of Declarant control has been recorded, agreeing to change said covenants in whole or in part. After the period of Declarant control, any amendment to this Declaration shall require the consent of two-thirds of the owners of the Subject Property and the Expansion Property. Regardless of the manner of adoption, no amendment shall adversely affect a right reserved to the Declarant under this Declaration without the express written consent of Declarant.

If any Lot owner or persons in possession of any said Lots shall violate or attempt to violate any of the covenants, conditions, and restrictions herein contained, it shall be lawful for any other person or persons owning real estate situated in the Subject Property to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenants, either to prevent him, her, or them from so doing or to recover damages from such violations. Failure by any land owner to enforce any restrictions, conditions, covenants, or

agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequent thereto.

The invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions that shall remain in full force and effect. No provisions contained herein shall be construed to restrict Declarant's or their assigns' right to construct roads or subdivide, by plat or otherwise, the real property described herein.

IN WITNESS WHEREOF, NEPCO LAKE DEVELOPMENT, LLC, A Wisconsin limited liability company, does hereby cause this instrument to be executed in its name on the day and year first written above.

Nepco Lake Development, LLC

Brad Pavloski, Member

STATE OF WISCONSIN))ss WOOD COUNTY)

Personally came before me this 232 day of December, 2013

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.

ANTHER

Notary Public, Junean County, Wisconsin My commission 2126/12

Drafted by: Michael D. Orgeman-State Bar No. 01018072 Lichtsinn & Haensel, S.C. 111 E. Wisconsin Ave., Ste 1800 Milwaukee, WI 53202 (414) 276-3400

EXHIBIT A (Legal Description of Lands)

The NW Frl. ¼ of the SE ¼ of Section 32, Township 22 North, Range 6 East, 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, **ALSO EXCEPT** the West 230 feet thereof. **INCLUDING** any and all islands. PIN: 2700573

The NE Frl. ¼ of the SE ¼ of Section 32, Township 22 North, Range 6 East, 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. PIN: 2700570C

The SE $\frac{1}{4}$ of the fractional SE $\frac{1}{4}$ of Section 32, Township 22N, Range 6E. PIN: 2700574B

The SW ¼ of the fractional SE ¼ of Section 32, Township 22N, Range 6E **EXCEPT** Hwy ROW and **EXCEPT** the South 300 feet of the West 300 feet North and East of the Hwy, **ALSO EXCEPT** the West 390 feet thereof. PIN: 2700574

The N ½ of the NW Frl. ¼ of the SW ¼ of Section 33, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin. **EXCEPT** all lands below the ordinary high water mark of Nepco Lake. **INCLUDING** any and all islands.

Part of PIN: 2700582A

The S ½ of the NW ¼ of the fractional SW ¼ of Section 33, Township 22N, Range 6E. Part of PIN: 2700582A

The SW ¼ of the fractional SW ¼ of Section 33, Township 22N, Range 6E. PIN: 2700583

The NE $\frac{1}{4}$ of the fractional SW $\frac{1}{4}$ of Section 33, Township 22N, Range 6E. PIN: 2700581

The NW ¼ of the fractional SE ¼ of Section 33, Township 22N, Range 6E. PIN: 2700585

The SW Frl. ¼ of the NW ¼ of Section 33, Township 22 North, Range 6 East, 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. PIN: 2700579B

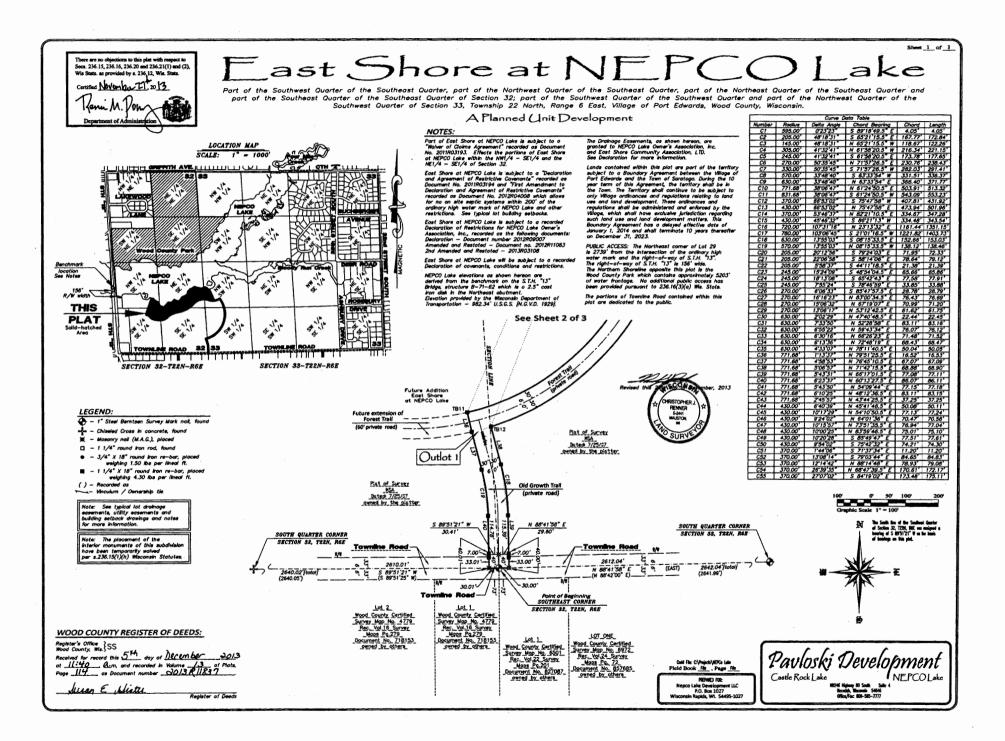
The SE ¼ of the fractional NW ¼ of Section 33, Township 22N, Range 6E, **EXCEPT** all lands below the ordinary high water mark of Nepco Lake. PIN: 2700580 and 2700580B The NE Frl. ¼ of the NW ¼ of Section 33, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin, **EXCEPT** all lands below the ordinary high water mark of Nepco Lake. PIN: 2700575

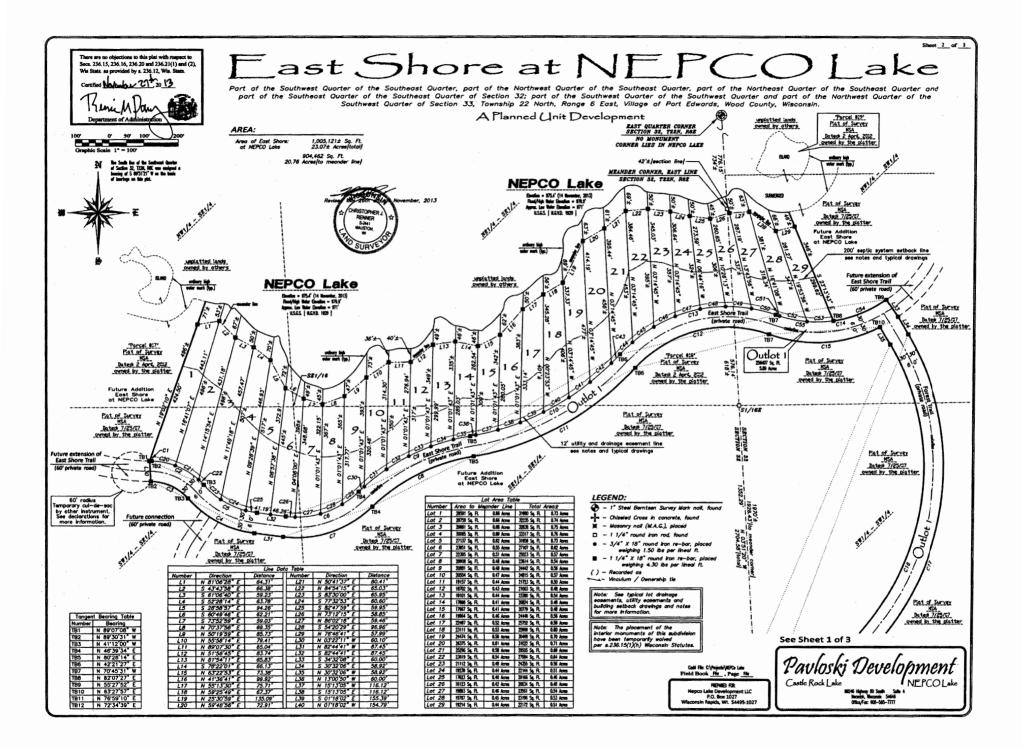
The NW Frl. ¼ of the NW ¼ of Section 33, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin, **EXCEPT** all lands below the ordinary high water mark of Nepco Lake. PIN: 2700577

EXHIBIT B (Legal description of Subject Property)

Lot 1 through Lot 29 inclusive and Outlot 1 of East Shore at NEPCO Lake. Filed on the 5th day of December, 2013 in Volume 13 of Plats at Page 114 as Document number 2013R11837, located in the Southwest Quarter of the Southeast Quarter, the Northwest Quarter of the Southeast Quarter, the Northwest 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, Village of Port Edwards, Wood County, Wisconsin.

EXHIBIT C (Plat of East Shore at NEPCo Lake Subdivision) (See attached Plat as the next page)





There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats. 21 2013 Serve M

Fast Shore at NEPC

Part of the Southwest Quarter of the Southeast Quarter, part of the Northwest Quarter of the Southeast Quarter, part of the Northeast Quarter and part of the Southeast Quarter of the Southeast Quarter of Section 32; part of the Southwest Quarter of the Southwest Quarter and part of the Northwest Quarter of the Southwest Quarter of Southwest Quarter of Section 33, Township 22 North, Range 6 East, Village of Port Edwards, Wood County, Wisconsin.

A Planned Unit Development

UTILITY EASEMENT RESTRICTION:

No utility pole, pedestal or coble shall be placed so as to disturb any survey monument or obstruct vielan dang any lot or street line. The unauthorized disturbance of a survey monument is a violation of \$28.32 of Miscane's Statutes. Utility assements set farth harein are for the use of any the private utility essements set for the harein are for the use of any the private utilities having the right to serve this subdivision as listed below.

UTLITY COMPANY LIST:

TELEPHONE/CATV: Charter Communica	tions ELECTRIC: Alliant Energy
3211 8th Street South	4902 N. Bittmore Lane
Wisconain Rapida, WI. 54494	Madison, Wl. 53718–2148
888-438-2427	608–458–0509
TELEPHONE/CATV: Solarus	GAS: WE Energiea
440 Eost Grand Avenue	1921 Bth Street South
P.O. Box 8045	Wieconain Rapida, Wi. 54494–5273
Wisconsin Rapids, WI. 54495-8045	715–421–7227
800-421-9282	715–421–7227

Wieconsin Rapida, 715-423-2807

OUTLOT RESTRICTION:

A restriction is placed on this plot which prohibits the erection of buildings for humon habitation which will be served by the installation of soil absorption systems for septic tank effluent disposed on any Outlot in this subdivision.

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

Negro Lake Development, Limited Libbility Company, a corporation dudy organized on an entry of the entry of the second se

OBJECTING AUTHORITIES: APPROVING AUTHORITIES: The Department of Administration

The Village of Port Edwards

In witness whereof, the soid Nepco Lake Development, LLC, has caused these presents to be signed by its Authorized Representative. This $\underline{S^{RD}}$ day of $\underline{Drochsers}$, 2013. in the presence of:



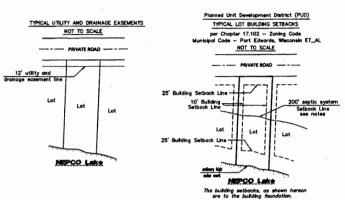
Nepco Lake Development, L.L.C. c/o Brad P. Pavloski P.O. Box 1027 Wisconsin Repids, Wi. 54495-1027

Authorized Representative

STATE OF WISCONSIN) COUNTYISS Personally come before me this Brad P. Pavloski	313 day of Dea	ENGE, 2013,	the above nan	
to me known to be the person and admowledged the same.	who executed the	e foregoing inst	rument	

County, Wisconsin my commission expires 22 NOTE SUSAN R. GANTHER

OWNER / SUBDIVIDER: : Napco Loke Development, LLC. c/o Brod and Patrick Pavloski P.O. Bax 1027 Wisconsh Rapids, Wi. 54495–1027 (608) 565-8888 fax: (608) 565-5888



CERTIFICATE OF TAXES PAID: TREASURER'S CERTIFICATE:

We, being duty elected, qualified and acting treasurers of the Wilage of Port Edwards and the County of Wood do hereby certify that the records in our offices show no unredeemed tax soles, unpoint taxes or unpoid special assessments officing any of the kinds included in this piol on of the dates lated below.

Dien M. Thenm Date: 12-08-2013 Karm a habrer Dote: 18-6-2013

VILLAGE OF PORT EDWARDS PLAN COMMISSION:

The Village of Part Edwards does hereby certify that the Plat of East Share of NEPCO Lake be and hereby is approved in compliance with Chapter 17 - Zening Code of the Municipal Code of Part Edwards,

Dote: 12-03-2013 Approved for 7 100 Zoong Administrato

VILLAGE OF PORT EDWARDS PLAN COMMISSION:

The Village of Part Edwards does hereby certify that the Plat of East Shore at NEPCO Lake be and hereby is approved in compliance with Charles 19 - Sublishing and Matthia at the Machael Charles approved in compliance of the Municipal Code o Chapter 19 - Subdivisio Port Edwards, Wisconsin.

Date: 12-03-2013

Date: 12.03-2013 m

Date: 12.03.2013

Village President

VILLAGE OF PORT EDWARDS:

Resolved, that the Plat of East Share at NEPCO Lake in the Village of Part Edwards is hereby approved by the Village board of the Village of Port Edwards.

Date: 12-03-2013 Approved: Ela

I hereby certily that the foregoing is a copy of a resolution by the Village board of the Village of Part Edwards.

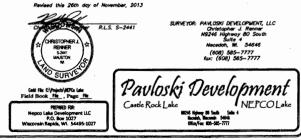
Dote: 12-05-2013 Approved Dine M. Iremonal Village Clerk

SURVEYOR'S CERTIFICATE:

Sheet 3 of 3

SURVEYOR'S CERTIFICATE: I, Chielapher J. Remer, Registered Land Surveyor, hereby certify that I have surveyed, divided and mapped the plot East Shaw of MPCO Loke, being port of the Southwest Quorier of the Southwest Quorier, port of the Northwest Quorier of the Southwest Quorier of the Southwest Quorier, port of the Northwest Quorier of the Southwest Quorier of Social or of the Southwest Quorier of Social Japper of the Southwest Quorier of Social or of the Southwest Quorier of Social Japper of the Southwest Quorier of Social Japper of Social Japper of Social Japper of the Southwest Quorier of Social Japper of Social Japper of Social Japper of the Southwest Quorier of Social Japper of Social Japper of Social Japper of the Southwest Quorier of Social Japper of Social Japper of Social Japper of the Southwest Quorier of Social Japper of Social Japper of Social Japper of Social Japper of the Southwest Quorier of Social Japper of Jap

I further certify that this plot is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof mode, that I have mode such survey, kind division and plot by the direction of the eaver of soid kand, that I have fully complied with the provisions of Chapter 235 of the Miscousin State Statutes and the subdivision regulations of the Wildge of Port Edwards in surveying, dividing and mapping the some.



FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAST SHORE AT NEPCO LAKE SUBDIVISION Title of Document

Document Number

7

* 2 0 1 4 R 0 7 0 4 4 *

2014R07044

SUSAN E. GINTER WOOD COUNTY REGISTER OF DEEDS RECORDED ON 09/10/2014 11:35AM REC FEE: 30.00 EXEMPT #: N/A PAGES: 9

Name and Return Address:

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

ient LLC) South 46 30 00 f on Number)

(Parcel Identification Number)

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAST SHORE AT NEPCO LAKE SUBDIVISON

This First Amendment to Declaration of Covenants, Conditions and Restrictions for East Shore at NEPCO Lake Subdivision is made this 9th day of September, 2014.

RECITALS

WHEREAS, the East Shore at NEPCO Lake Declaration of Covenants, Conditions and Restrictions dated the 23rd day of December, 2013, were recorded on the 26th day of December, 2013, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2013R12367 (the "Restrictions"); and

WHEREAS, the Restrictions cover all Lots and Outlots within East Shore at NEPCO Lake Subdivision, located in the Village of Port Edwards, Wood County, Wisconsin, which is legally described on Exhibit B to the Restrictions; and

WHEREAS, Page 1 and Article XXIII(b) of the Restrictions provides that the Declarant, Nepco Lake Development, LLC, has the sole right to amend the Restrictions and to subject to the Restrictions the remaining "Land" not included on Exhibit B to the Restrictions; and

WHEREAS, the Declarant desires to amend the Restrictions to include the lands legally described on Exhibit A hereto, and depicted on the Plat of the First Addition to East Shore at NEPCO Lake ("Plat") attached hereto as Exhibit B. Upon recording of the Plat, ten (10) additional single family residential lots, and two (2) outlots shall be added to the development and be subject to the terms and conditions of the Restrictions.

NOW, THEREFORE, the Restrictions are hereby amended as follows:

1. Lots 30 through 39 inclusive, and Outlots 3 and 4 of the First Addition to East Shore at NEPCO Lake Subdivision as shown on the Plat attached hereto as Exhibit B are hereby subject to the Restrictions.

Article XVII of the Restrictions is hereby amended by adding the following language to the end of that section:

"Outlots 3 and 4 are Private Roads which serve as access for the subdivision and future subdivisions. Each Lot in the subdivision shall be deemed to include an equal undivided ownership interest in Outlots 3 and 4, and each conveyance of a Lot in the subdivision shall be deemed to include the conveyance of such undivided interest, whether or not specifically set forth in the instrument of conveyance. The temporary culde-sacs shown on the Plat are provided for the use of the Lot Owners and those having a right to use the Private Roads, until such time as the Private Roads are extended and a new temporary or permanent cul-de-sac is constructed. An easement for ingress and egress is granted to Domtar Wisconsin Dam Corporation and NEPCO Lake Owner's Association, Inc. over Outlots 3 and 4. Outlot 2 as shown on the Plat shall be owned by the Declarant and is not subject to the Restrictions.

IN WITNESS WHEREOF, this First Amendment to the Declaration of Covenants,

Conditions and Restrictions for East Shore at NEPCO Lake Subdivision is executed by the Declarant as of the day and year first written above.

(Declarant)

Nepco Lake Development, LLC

By:

Patrick Pavloski, Member

2.

ACKNOWLEDGMENT

STATE OF WISCONSIN COUNTY OF JUNEAU

This instrument was acknowledged before me on 9 September, 2014 by Patrick Pavloski,

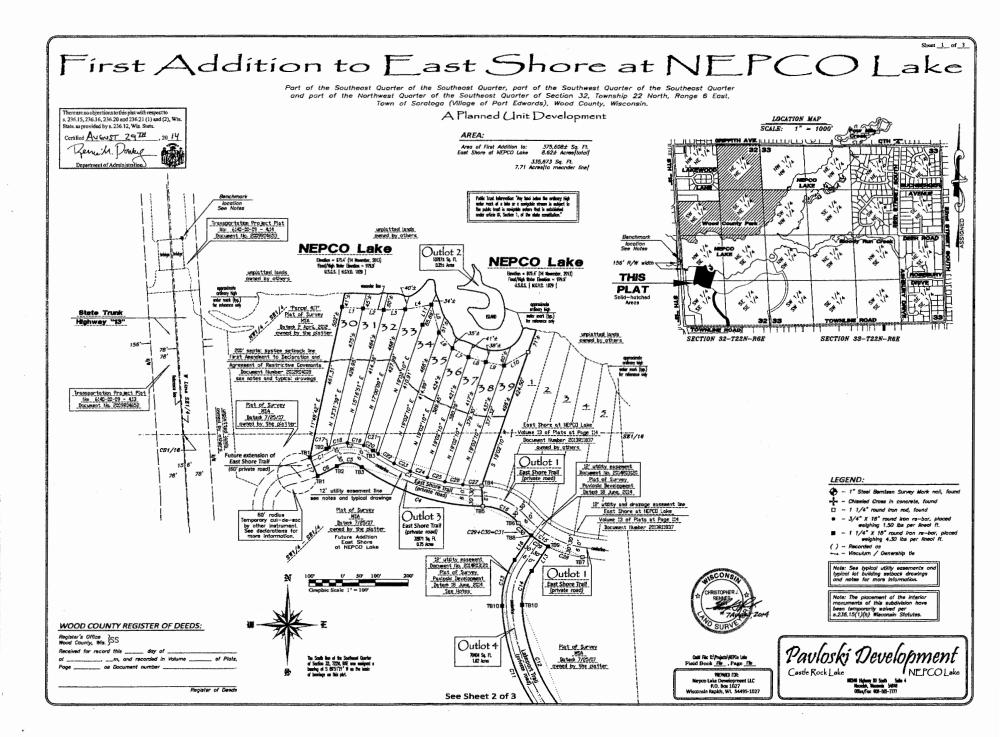
This instrument was acknowledged before fire on 5 September, 201. 0, 1 Member of Nepco Lake Development, LLC. NOTARL NOTARL PUBLIC Notary Public, State of Wisconsin OF WISCONSING State of Wisconsin Ny commission expires: January 23, 2018

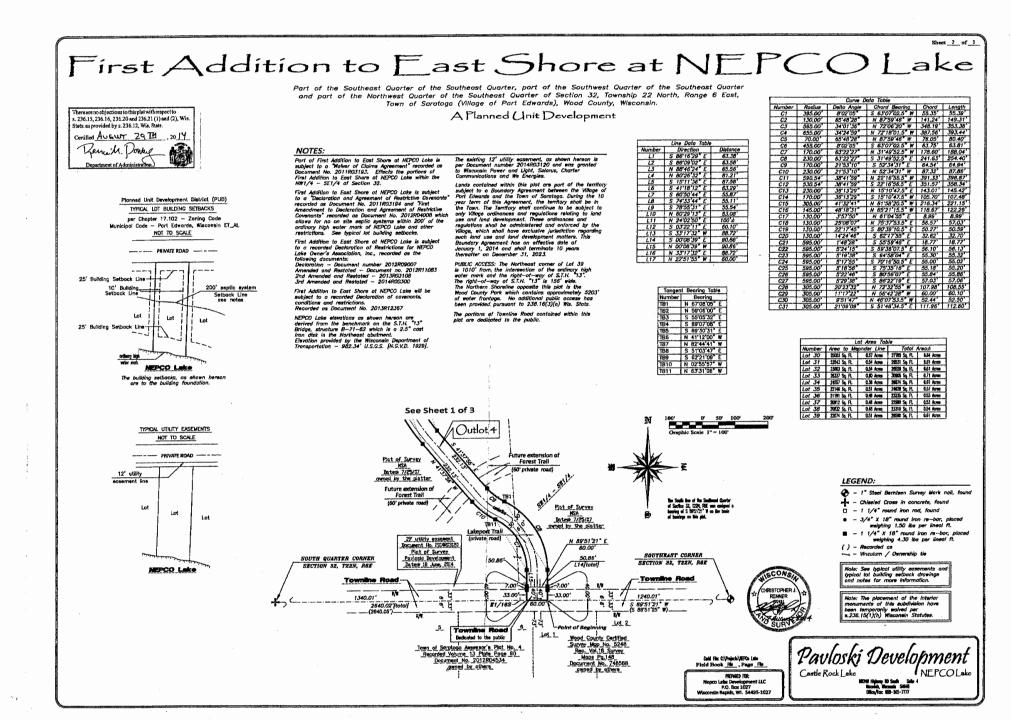
This document was drafted by Michael D. Orgeman Lichtsinn & Haensel, s.c. 111 E. Wisconsin Avenue, Suite 1800 Milwaukee, WI 53202

EXHIBIT A LEGAL DESCRIPTION OF FIRST ADDITION TO EAST SHORE AT NEPCO LAKE

Lot 30 through Lot 39 inclusive, Outlot 3 and Outlot 4 of First Addition to East Shore at NEPCO Lake. Filed on the <u>10</u> th day of September, 2014 in Volume <u>13</u> of Plats at Page <u>122</u> as Document number 2014R <u>07043</u>, 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.

EXHIBIT B FINAL PLAT OF FIRST ADDITION TO EAST SHORE AT NEPCO LAKE (See attached Plat as the next pages)





Sheet 3 of 3 First Addition to East Shore at NEPCO Lake Part of the Southeast Quarter of the Sautheast Quarter, part of the Sauthwest Quarter of the Southeast Quarter and part of the Northwest Quarter of the Southeast Quarter of Section 32, Township 22 North, Range 6 East, Town of Saratoga (Village of Part Edwards), Wood County, Wisconsin. here are no objections to this plat with respect to A Planned Unit Development s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis Stats, as provided by s. 236.12, Wis. Stats. UTILITY EASEMENT RESTRICTION: Contified AUGUST 2974 , 20 14 SURVEYOR'S CERTIFICATE: No utility pole, pedestal or cobis sholl be placed as as to disturb any survey monument or obstruct vision along any lot or street line. The unauthorized disturbance of a survey monument is a viabilion of \$2215.32 Renail. Donker Christopher J. Renner, Professional Land Surveyor, hereby certily that I have surveyed, divided and mapped the piol of Tirst Addition to East Share of NETCO Lake, being part of the Southeast Quarter and part of the Southeast Quarter, part of the Southeast Quarter and part of the Northwest Quarter, barst of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter and part of the Northwest Quarter, part of a contage (Southeast Quarter and part of the Northwest Quarter and the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter and part of the Northwest Quarter of the Southeast Quarter of the Southeast Quarter and part of the Northwest Quarter of the Southeast Quarter of Southeast Quarter and part of the Northwest Quarter of the Southeast Quarter of Southeast Quarter and part of the Northwest Quarter of the Southeast Quarter of Southeast Quarter and part of the Northwest Quarter of the Southeast Quarter of Southeast Quarter and part of the Northwest Quarter of the Southeast Quarter of Southeast Quarter and part of the Northwest Quarter of the Southeast Quarter of Southeast Quarter and part of the Northwest Quarter of the Southeast Quarter of Southeast Quarter and part of the Northwest Quarter of the Southeast Quarter of Southeast Quarter and part of the Northwest Quarter of the Southeast Quarter of Southeast Quarter and part of the Northwest Quarter of the Southeast Of the Southeast Quarter and part of the Northwest Quarter of the Southeast Of the Southeast Quarter and part of the Northwest Quarter of the Southeast Of the Southeast Quarter and part of the Northwest Quarter of the Southeast Of the Southeast Quarter and part of the Northwest Quarter of the Southeast Of the Southeast Quarter of the Northwest Quarter of the Southeast Of the Southeast Of the Southeast Of the Northwest Quarter of the Southeast Of the Southeast Of the Southeast Of the Northwest Of the Northwest Of the Southeast Of the Southeast Of the Southeast Of the Northwest Of the Southeast O Department of Administratio f Wieconein Statuter or misconsin statutes. Utility ecomments set forth herein ore for the use of only the private utilities having the right to serve this subdivision as listed below. of the Southeest Quarte of the Southeast Quarte, part of the Southeest Quarter of the Southeest Quarter and part of the Northeest Quarter and Southeest Quarter and South Sout UTILITY COMPANY LIST: TELEPHONE/CATV: Charter Communication 3211 8th Street South Hisconsin Rapids, WI. 54494 888–438–2427 ELECTRIC: Alliant Energy 4902 N. Biltmore Lone Madisan, W1. 53718-2148 608-458-0509 CERTIFICATE OF TAXES PAID: TREASURER'S CERTIFICATE: TELEPHONE/CATV: Solarus 440 East Grand Avenue P.O. Box B045 Wisconsin Rapids, W. 54495-8045 800-421-9282 Energies Street South Ropids, Wi. -2807 We, being duly elected, qualified and acting treasurers of the Village of Port Edwords and the County of Wood do hereby certify that the records in our affices show no unmoleneed tox salas, unpoid toxes or unpaid special assessments affecting any of the lends included in this piot as of the dates listed below. WI. 54494-5273 715-423-715-421--7227 OUTLOT RESTRICTION: Date: _ Village Treasurer A restriction is placed on this plat which prohibits the erection of buildings for human habitation which will be served by the installation of soil absorption systems for septic tank effluent dispased on any Outlet in this subdivision. County Treasure VILLAGE OF PORT EDWARDS PLAN COMMISSION: The Village of Port Edwards does hereby certify that the Plat of First Addition to East Shore of NEPCO Lake be and hereby is approved in compliance with Chapter 17 - Zaning Code of the Municipal Code of Port Edwards, Misconsin. CORPORATE OWNER'S CERTIFICATE OF DEDICATION: Necco Lohn Development, Linited Linity Company, a corporation shulp app and existing under and py vision of the most of the Schole of Miccole, an avera, does hereby certify that said corporation caused the land described on the bala to be surreged, divides, mapped and dedicated as represented on the plat. I also certify that this plat is required by Sec. 23.6, 10 ar Sec. 23.8, 12 to be submitted to the following for approved Approved: Zoning Administrator VILLAGE OF PORT EDWARDS PLAN COMMISSION: OBJECTING AUTHORITIES: APPROVING AUTHORITIES: The Villoge of Port Edwards does hereby certify that the Piot of First Addition to East Share at NEPCO Loke be and hereby is approved in compliance with Chapter 19 - Subdivision and Platting of the Municipol Code of Port Edwards, Wisconsin. The Department of Administration The Village of Port Edwards: n witness whereof, the said Neoco Loke Development, LL.C. has caused these presents to be signed by its Authonized Representative. ____ day of __ In the presence of: Villope President Nepco Lake Development, L.L.C. c/a Brad P. Povloski Date: P.O. Box 1027 Wisconsin Ropids, W. 54495-1027 Village Cleck Director of Public Works Brod P. Pavlasio Authorized Representative VILLAGE OF PORT EDWARDS: Reaches, that the Plat of First Addition to East Share at NEPCO Lake In the Village of Port Edwards is hereby approved by the Village board of the Village of Port Edwards. STATE OF MISCONSIN COUNTYISS Personally come before me this day of Brod P. Povtoski Date: Approved: _ to me known to be the person who executed the foregoing instrument Villoge President and acknowledged the same. Including all londs lying between the lpt lines extended, the meander line and the ordinary high water mark of NEPCO Lake. Notary Public, County, Wisconsin I hereby certify that the foregoing is a copy of a resolution adopted by the Village board of the Village of Part Edwards. , my commission expires Also including the island lying adjacent to sold ordinary high water mark being the Southerly boundary of NEPCO Loke and the Nattherly boundary of the land described herein. Mame Date Date Approved: I further certify that this plot is a carrier representation of all exterior boundaries of the land surveyed and the subdivision thereof imade. that I have made such survey, land division and plot by the direction of the conter of said land, that I have made such survey, land division and plot by the direction of the conter of said land, that I have fully complete with the provisions of Chapter 236 of the Weacher's land is Statutes and the subdivision regulations of the Village of Part Edwards is surveying, dividing and mapping the same. OWNER / SUBDIMDER: Nepco Lake Development, L.L.C. Village Clerk c/o Brod ond Patrick Powloski P.O. Bax 1027 Wisconsin Rapids, W1. 54495-1027 (608) 565-8888 fox: (608) 565-5888 Date: TAVENST, Zor 4 CONSISTENTIAL Professional Lend Surveyor \$2441 RENNER 5-2441 MAUSTON, WI PAVLOSKI DEVELOPMENT, LLC Christopher J. Renner N9246 Highway 80 South Sulte 4 Necedah, W. 54646 Pavloski Development Calif File: C\Projects\VEPCs Lake Field Book Fir , Page Fie Castle Rock Lake NEPCOLake (608) 565-7777 fax: (608) 565-7777 FREPHED FOR

Nepco Lake Development LLC P.O. Box 1027 Wisconsin Rupids, WI. 54495-1027 H3246 Highway 80 Sauth Saila 4 Nacetate, Wacarten 54646 Office/Fee: 606-545-7777

SECOND AMENDMENT TO **DECLARATION OF COVENANTS, CONDITIONS** AND RESTRICTIONS FOR EAST SHORE AT **NEPCO LAKE SUBDIVISION** Title of Document

Document Number

.



2014R08024

SUSAN E. GINTER WOOD COUNTY REGISTER OF DEEDS RECORDED ON 10/09/2014 02:34PM REC FEE: 30,00 EXEMPT #: N/A PAGES: 9

Name and Return Address:

Pavloski Development LLC N9246 Highway 80 South Suite #4



Necedah, Wi. 54646

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAST SHORE AT NEPCO LAKE SUBDIVISON

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for East Shore at NEPCO Lake Subdivision is made this 8th day of October, 2014.

RECITALS

WHEREAS, the East Shore at NEPCO Lake Declaration of Covenants, Conditions and Restrictions dated the 23rd day of December, 2013, were recorded on the 26th day of December, 2013, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2013R12367; and an Amendment dated the 9th day of September, 2014, was recorded on the 10th day of September, 2014, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2013R12367; 2014R07044 (together, the "Restrictions"); and

WHEREAS, the Restrictions cover all Lots and all Outlots other than Outlot 2 within East Shore at NEPCO Lake Subdivision and the First Addition to East Shore at NEPCO Lake subdivision, located in the Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin, which is legally described on Exhibit A attached hereto and incorporated herein by reference ("Subject Property"); and

WHEREAS, Page 1 and Article XXIII(b) of the Restrictions provides that the Declarant, Nepco Lake Development, LLC, has the sole right to amend the Restrictions and to subject to the Restrictions the remaining "Land" not included on Exhibit B to the Restrictions; and

WHEREAS, the Declarant desires to amend the Restrictions to include the lands legally described on Exhibit B hereto, and depicted on the Plat of the Second Addition to East Shore at NEPCO Lake ("Plat") attached hereto as Exhibit C. Upon recording of the Plat, fourteen (14)

additional single family residential lots, and two (2) outlots shall be added to the

development and be subject to the terms and conditions of the Restrictions.

NOW, THEREFORE, the Restrictions are hereby amended as follows:

1. Lots 40 through 53 inclusive, and Outlots 5 and 6 of the Second Addition to East Shore at NEPCO Lake Subdivision as shown on the Plat attached hereto as Exhibit C are hereby subject to the Restrictions.

2. Article XVII of the Restrictions is hereby amended by adding the following language to the end of that section:

"Outlot 5 is a Private Road which serves as access for the subdivision and future subdivisions. Each Lot in the subdivision shall be deemed to include an equal undivided ownership interest in Outlot 5, and each conveyance of a Lot in the subdivision shall be deemed to include the conveyance of such undivided interest, whether or not specifically set forth in the instrument of conveyance. The temporary cul-de-sacs shown on the Plat are provided for the use of the Lot Owners and those having a right to use the Private Roads, until such time as the Private Roads are extended and a new temporary or permanent cul-de-sac is constructed. An easement for ingress and egress is granted to Domtar Wisconsin Dam Corporation and NEPCO Lake Owner's Association, Inc. over Outlot 5."

"Outlot 6 is the designated private onsite wastewater treatment system area for Lots 40 through 44 inclusive and one additional future Lot. These six Lots shall be deemed to include an equal undivided ownership interest in Outlot 6, and each conveyance of these Lots in the subdivision shall be deemed to include the conveyance of such undivided interest, whether or not specifically set forth in the instrument of conveyance. The Declarant shall construct a community septic system on Outlot 6 to service Lots 40 through 44 inclusive and one additional future Lot. The operation and maintenance of the community septic system constructed on Outlot 6 shall be the responsibility of the owners of Lots 40 through 44 inclusive and one additional future Lot. All costs associated with the maintenance and operation of the community septic system constructed on Outlot 6 shall be incurred, and paid directly in equal shares, by the owners of Lots 40 through 44 inclusive and one additional future Lot."

IN WITNESS WHEREOF, this Second Amendment to the Declaration of Covenants,

Conditions and Restrictions for East Shore at NEPCO Lake Subdivision 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

This instrument was acknowledged before me on 8 October, 2014 by Brad Pavloski, Member of Nepco Lake Development, LLC.

Developmstate NOTARL NOTARL PUBLIC OF WISCONSTITUTION OF WISCONSTITUTION NOTARL NOTARL

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 SUBJECT PROPERTY

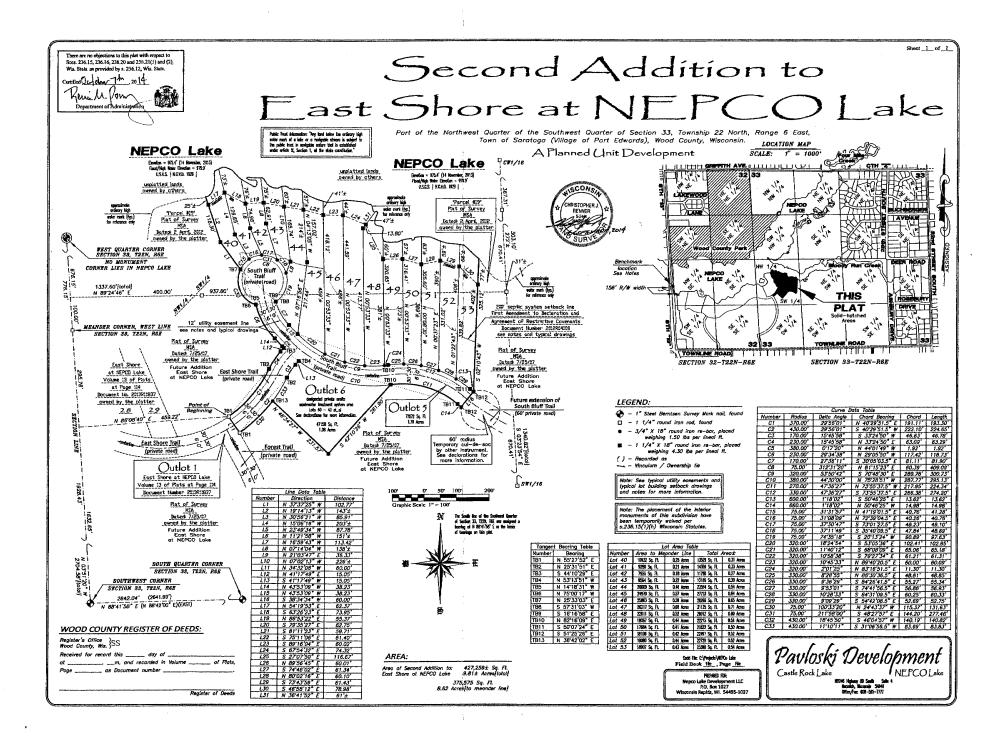
Lot 1 through Lot 29 inclusive and Outlot 1 of East Shore at NEPCO Lake. Filed on the 5th day of December, 2013 in Volume 13 of Plats at Page 114 as Document number 2013R11837, located in the Southwest Quarter of the Southeast Quarter, the Northwest Quarter of the Southeast Quarter, the Northwest Quarter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

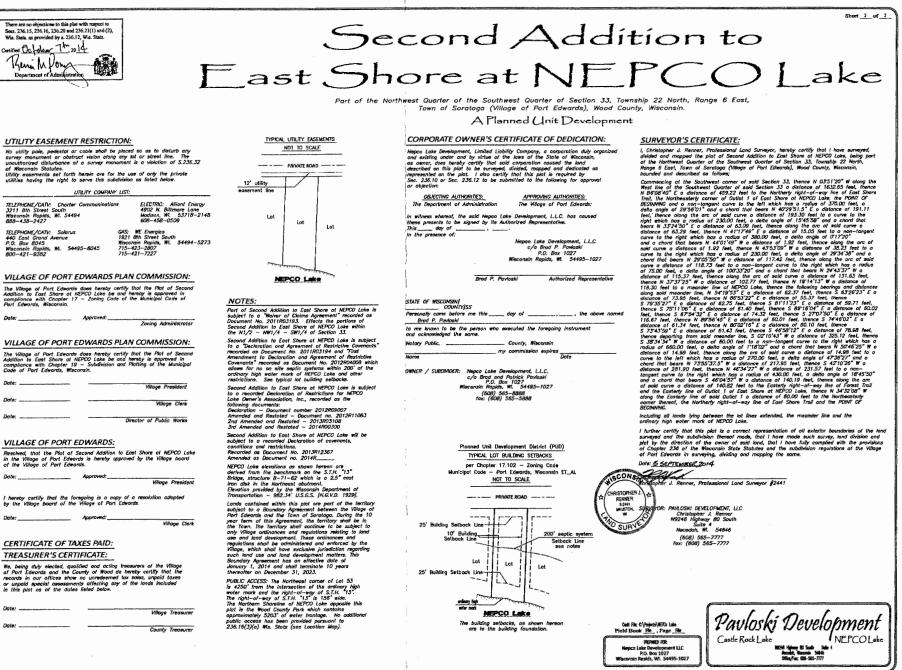
Lot 30 through Lot 39 inclusive, Outlot 3 and Outlot 4 of First Addition to East Shore at NEPCO Lake. Filed on the 10th day of September, 2014 in Volume 13 of Plats at Page 122 as Document number 2014R07043, located in the Southeast Quarter of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 32, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

EXHIBIT B LEGAL DESCRIPTION OF SECOND ADDITION TO EAST SHORE AT NEPCO LAKE

Lot 40 through Lot 53 inclusive, Outlot 5 and Outlot 6 of Second Addition to East Shore at NEPCO Lake. Filed on the 9th day of October, 2014 in Volume 13 of Plats at Page 123 as Document number 2014R 08023, 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 C FINAL PLAT OF SECOND ADDITION TO EAST SHORE AT NEPCO LAKE (See attached Plat as the next pages)





compliance with Lnapter Port Edwards, Wisconsin

Date:

Date:	YRloge President
Date:	Village Clerk
Dote:	Director of Public Works

in the Village of Port Edwards is hereby approved by the Village board of the Village of Port Edwards.

Dote:	Approved:	
a deal of the second se	101 0	

Date:	Village	Treasurer
Dates		

r

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAST SHORE AT NEPCO LAKE SUBDIVISION Title of Document

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2014R10332

SUSAN E. GINTER WOOD COUNTY REGISTER OF DEEDS RECORDED ON 12/30/2014 10:48AM REC FEE: 30.00 EXEMPT #: N/A PAGES: 5

Name and Return Address:

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

30.00P

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAST SHORE AT NEPCO LAKE SUBDIVISON

This Third Amendment to Declaration of Covenants, Conditions and Restrictions for East Shore at NEPCO Lake Subdivision is made by Nepco Lake Development, LLC ("Declarant") this **30** th day of <u>OCTOBER</u>, 2014.

RECITALS

WHEREAS, the East Shore at NEPCO Lake Declaration of Covenants, Conditions and Restrictions dated the 23rd day of December, 2013, were recorded on the 26th day of December, 2013, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2013R12367; as amended by an Amendment dated the 9th day of September, 2014, which was recorded on the 10th day of September, 2014, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2014R07044; as further amended by the Second Amendment dated the 8th day of October, 2014, which was recorded on the 9th day of October, 2014, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2014R07044; as further amended by the Second Amendment dated the 8th day of October, 2014, which was recorded on the 9th day of October, 2014, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2014R08024 (together, the "Restrictions"); and

WHEREAS, the Restrictions cover all Lots and all Outlots other than Outlot 2 within East Shore at NEPCO Lake Subdivision, the First Addition to East Shore at NEPCO Lake Subdivision and the Second Addition to East Shore at NEPCO Lake Subdivision, located in the Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin, which is legally described on Exhibit A attached hereto and incorporated herein by reference ("Subject Property"); and

WHEREAS, Page 1 and Article XXIII(b) of the Restrictions provides that the Declarant has the sole right to amend the Restrictions and to subject to the Restrictions the remaining "Land" not included on Exhibit B to the Restrictions; and WHEREAS, the Declarant desires to amend the Restrictions to include the lands legally described on Exhibit B hereto. Upon recording of this instrument, the lands described on Exhibit B attached hereto shall be added to the development and be subject to the terms and conditions of the Restrictions.

NOW, THEREFORE, the Restrictions are hereby amended as follows:

1. The lands described on Exhibit B attached hereto are hereby added to the development and subject to the terms and conditions of the Restrictions.

IN WITNESS WHEREOF, this Third Amendment to the Declaration of Covenants, Conditions and Restrictions for East Shore at NEPCO Lake Subdivision is executed by the Declarant as of the day and year first written above.

(Declarant) Nepco Lake Development, LLC Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN COUNTY OF JUNEAU

This instrument was acknowledged before me on 30, october	, 2014 by
Brad Pavloski, Member of Nepco Lake Development, LLC.	
DHER MINING	
INTER PROVIDENCE	
NOTARE Christopher I Renner	

Notary Public, State of Wisconsin Myscommission 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 SUBJECT PROPERTY

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

Lot 30 through Lot 39 inclusive, Outlot 3 and Outlot 4 of First Addition to East Shore at NEPCO Lake. Filed on the 10th day of September, 2014 in Volume 13 of Plats at Page 122 as Document number 2014R07043, located in the Southeast Quarter of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 32, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

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

EXHIBIT B LEGAL DESCRIPTION OF ADDITIONAL SUBJECT PROPERTY

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 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 1928.43 feet to a meander corner of NEPCO Lake, thence S 83°35'58" E a distance of 66.02 feet to the meander corner on the Westerly line of Lot 28 of East Shore at NEPCO Lake, thence S 54°20'29" E along the meander line of said Lot 28 a distance of 96.96 feet to the meander corner on the Westerly line of Lot 28 a distance of 96.96 feet to the meander corner on the Westerly line of Lot 28 a distance of 96.96 feet to the meander corner on the Westerly line of Lot 29 a distance of 57.99 feet to the meander corner on the Easterly line of said Lot 29 and the POINT OF BEGINNING, thence S 86°41'42" E along a meander line of said NEPCO Lake a distance of 74.71 feet, thence S 26°59'25" E a distance of 279.83 feet to the North line of Outlot 1 of said East Shore at NEPCO Lake and a non-tangent curve to the right which has a radius of 370.00 feet, a delta angle of 13°22'33" and a chord that bears S 75°26'10.5" W a distance of 86.38 feet to the Southeast corner of Lot 29 of said East Shore at NEPCO Lake, thence N 23°13'43" W along the Easterly line of said Lot 29 a distance of 299.62 feet to the meander corner on the Easterly line thereof and the POINT OF BEGINNING.

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

FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAST SHORE AT NEPCO LAKE SUBDIVISION Title of Document

Document Number



2015R01188

SUSAN E. GINTER WOOD COUNTY REGISTER OF DEEDS RECORDED ON 02/13/2015 11:08AM REC FEE: 30.00 EXEMPT #: N/A PAGES: 17 Name and Return Address:

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



FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAST SHORE AT NEPCO LAKE SUBDIVISON

This Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for East Shore at NEPCO Lake Subdivision is made by Nepco Lake Development, LLC ("Declarant") this 11th day of February, 2015.

RECITALS

WHEREAS, the East Shore at NEPCO Lake Declaration of Covenants, Conditions and Restrictions dated the 23rd day of December, 2013, were recorded on the 26th day of December, 2013, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2013R12367; and were amended by an Amendment dated the 9th day of September, 2014, which was recorded on the 10th day of September, 2014, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2014R07044; and were further amended by the Second Amendment dated the 8th day of October, 2014, which was recorded on the 9th day of October, 2014, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2014R07044; and were further amended by the Second Amendment dated the 8th day of October, 2014, which was recorded on the 9th day of October, 2014, with the Register of Deeds for Wood County, Wisconsin, 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, Wisconsin, as Document No. 2014R10332 (together, the "Restrictions"); and

WHEREAS, the Restrictions cover all Lots and all Outlots other than Outlot 2 within East Shore at NEPCO Lake Subdivision, the First Addition to East Shore at NEPCO Lake Subdivision, the Second Addition to East Shore at NEPCO Lake Subdivision and Wood County Certified Survey Map number 9848, located in the Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin, which is legally described on Exhibit A attached hereto and incorporated herein by reference ("Subject Property"); and WHEREAS, Page 1 and Article XXIII(b) of the Restrictions provides that the Declarant has the sole right to amend the Restrictions and to subject to the Restrictions the remaining "Land" not included on Exhibit B to the Restrictions; and

WHEREAS, the Declarant desires to amend the Restrictions to include the lands legally described on Exhibit B hereto, and depicted on Wood County Certified Map number 9857("CSM") attached hereto as Exhibit C. Upon recording of this instrument, one (1) additional lot and two (2) additional outlots shall be added to the development and be subject to the terms and conditions of the Restrictions.

NOW, THEREFORE, the Restrictions are hereby amended as follows:

- 1. Lot 1, Outlot 1 and Outlot 2 of Wood County Certified Survey Map number 9857 as shown on the CSM attached hereto as Exhibit C are hereby subject to the terms and conditions of the Restrictions.
- 2. Article XVII of the Restrictions is hereby amended by adding the following language to the end of that section:

"Outlot 1 is a Private Road which serves as access for the subdivision and future subdivisions. Each Lot in the subdivision shall be deemed to include an equal undivided ownership interest in Outlot 1, and each conveyance of a Lot in the subdivision shall be deemed to include the conveyance of such undivided interest, whether or not specifically set forth in the instrument of conveyance. The temporary cul-de-sacs shown on the CSM are provided for the use of the Lot Owners and those having a right to use the Private Roads, until such time as the Private Roads are extended and a new temporary or permanent cul-de-sac is constructed. An easement for ingress and egress is granted to Domtar Wisconsin Dam Corporation and NEPCO Lake Owner's Association, Inc. over and across Outlot 1. Outlot 2 shall initially be owned by the Declarant. Outlot 2 is subject to a permanent nonexclusive easement for the purpose of permitting the Sunset Point condominium owners and other select owners designated by the Declarant, and their agents to install, lay, operate, repair and maintain a septic system and related improvements over, across and under Outlot 2, and access The Declarant will be subjecting Lot 1 to the Wisconsin thereto. Condominium Act. Lot 1 includes ten (10) land condominium units. The condominium unit owners shall be assessed their pro rata share of Association expenses associated with their use of easement areas granted by the Declarant."

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

IN WITNESS WHEREOF, this Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for East Shore at NEPCO Lake Subdivision is executed by the Declarant as of the day and year first written above.

(Declarant)

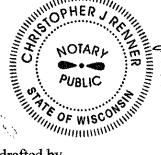
Nepco Lake Development, LLC /

Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN COUNTY OF JUNEAU

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.



Mary All

Christophel 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 SUBJECT PROPERTY

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

Lot 30 through Lot 39 inclusive, Outlot 3 and Outlot 4 of First Addition to East Shore at NEPCO Lake. Filed on the 10th day of September, 2014 in Volume 13 of Plats at Page 122 as Document number 2014R07043, located in the Southeast Quarter of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 32, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

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

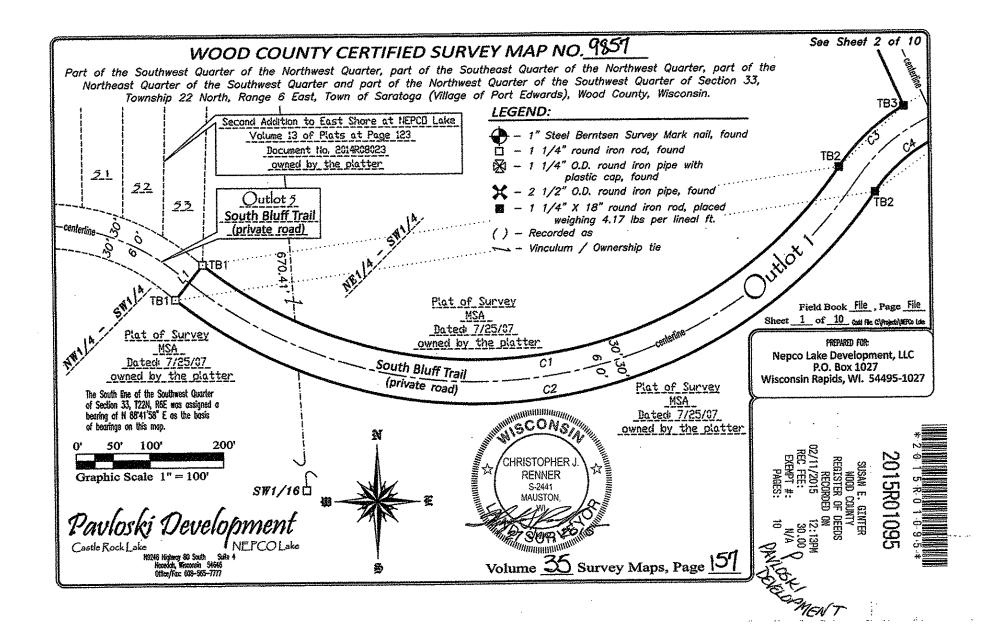
Lots 1 and 2 of Wood County Certified Survey Map number 9848. Filed on the 30th day of December, 2014 in Volume 35 of Survey Maps at Page 148 as Document number 2014R10335, located in the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

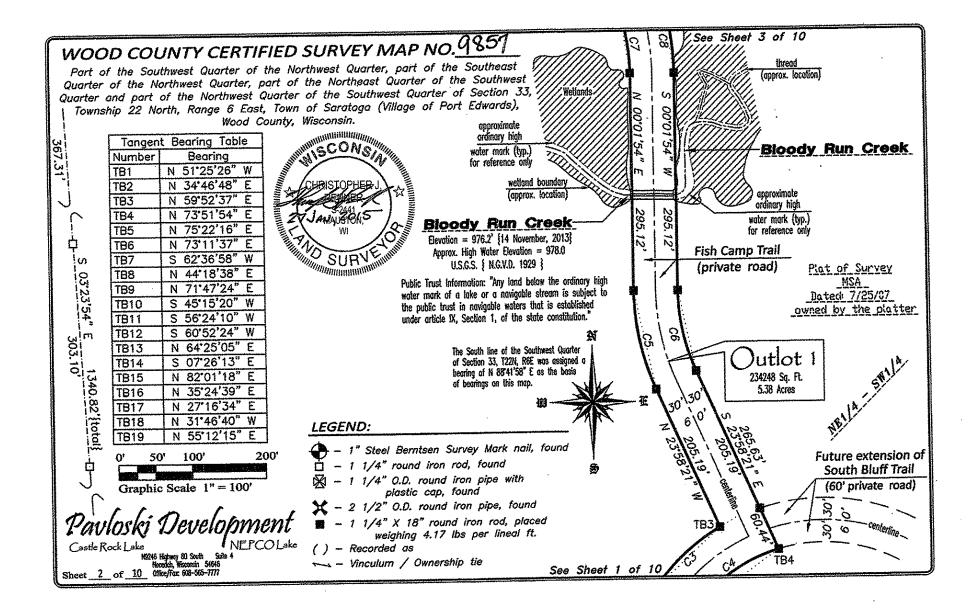
EXHIBIT B LEGAL DESCRIPTION OF ADDITIONAL SUBJECT PROPERTY

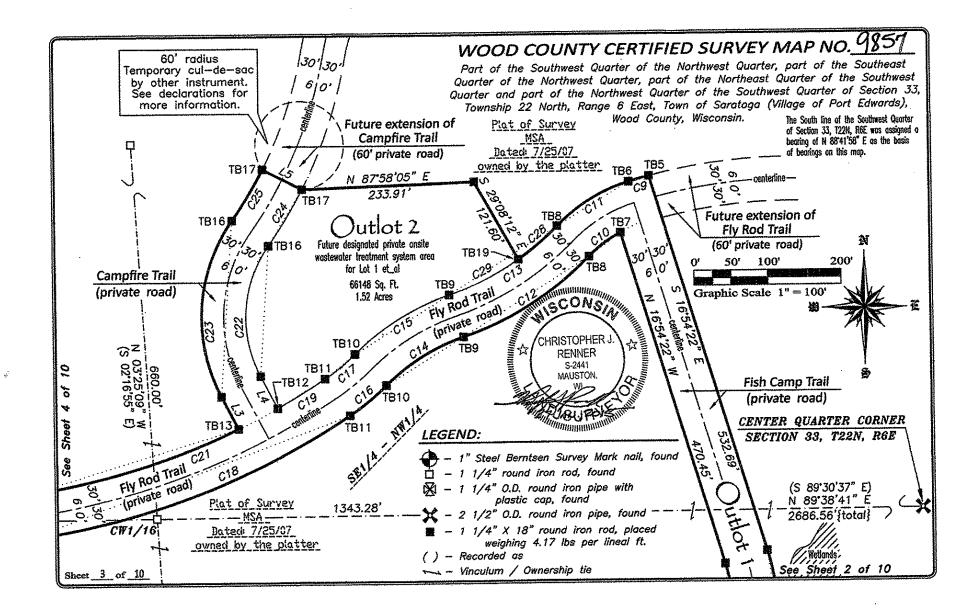
Lot 1, Outlot 1 and Outlot 2 of Wood County Certified Survey Map number 9857 as recorded in Volume 35 of Survey Maps on Page 157 as Document number 2015R01095. Located in the Southwest Quarter of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter, the Northeast Quarter of the Southwest 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.

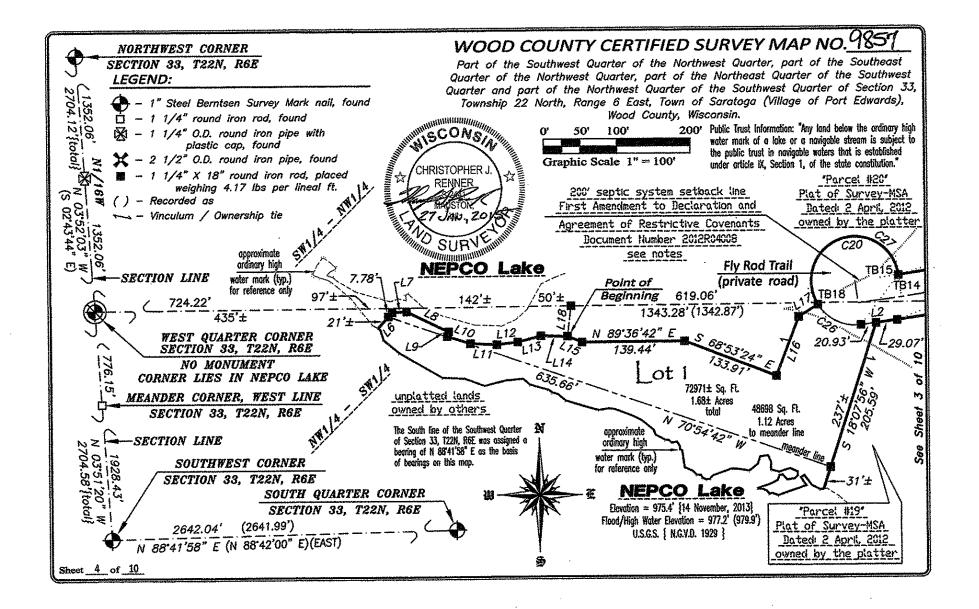
EXHIBIT C WOOD COUNTY CERTIFIED SURVEY MAP NUMBER 9857 (See attached Plat as the next pages)

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WOOD COUNTY CERTIFIED SURVEY MAP NO. 9851

Part of the Southwest Quarter of the Northwest Quarter, part of the Southeast Quarter of the Northwest Quarter, part of the Northeast Quarter of the Southwest 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.

Number	Direction	Distance
L1	N 38'34'34" E	60.00'
12	S 82'36'44" W	50.00'
L3	N 27'21'16" W	49.34'
L4	S 27°21'16" E	49.34'
L5	S 62°43'26" E	60.00'
L6	N 42°27'49" E	29'±
L7	N 87°22'29" E	19.67'
L8	S 64°08'18" E	63.17'
L9	S 17'25'31" W	6.58
L10	S 72*34'29" E	33.07'
L11	S 87°02'27" E	35.85'
L12	N 83*28'35" E	28.83'
L13	N 75'24'12" E	32.46'
L14	S 88*45'34" E	36.46'
L15	S 67'31'11" E	21.36'
L16	N 21'06'36" E	85.71°
L17	N 58'13'20" E	31.29'
L18	S 07'09'37" W	41.63'

	SUBULATION STATISTICS
	CHRISTOPHER J
	A DAVEDISTON
Pauloski Development Castle Rock Lake	SURVE SURVE
Castle Rock Lake NEPCO Lake 19245 Highney 80 South Side 4 Hecedah Water 54845 Sheet 5_ of 10_00000000000000000000000000000000000	

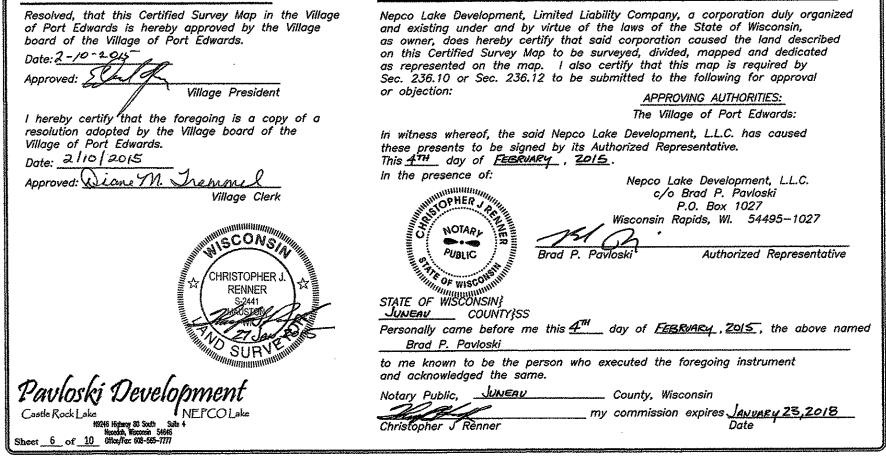
	Curve Data Table				
Number	Radius	Delta Angle	Chord Bearing	Chord	Length
C1	600.00'	93°47′46″	N 81°40'41" E	876.17'	982.23'
C2	660.00'	93°47′46"	S 81°40'41" W	963.78'	1080.45'
C3	280.00'	25°05'49"	N 47'19'42.5" E	121.67'	122.65
C4	220.00'	39*05'06"	S 54°19'21" W	147.18'	150.08'
C5	330.00'	24.00'15"	N 11'58'13.5" W	137.25'	138.25'
C6	270.00'	24*00'15"	S 11'58'13.5" E	1.12.29'	113.12'
C7	270.00'	16*56'16"	N 08'26'14" W	79.53'	79.82'
C8	330.00'	16*56'16"	S 08*26'14" E	97.20'	97.56'
C9	755.00'	2*10'39"	N 74'16'56.5" E	28.69'	28.69'
C10	170.00'	18'18'20"	S 53'27'48" ₩	54.08'	54.31'
C11	230.00'	28'52'59"	N 58'45'07.5" E	114.72'	115.94'
C12	427.10'	27'28'46"	S 58°03'01" W	202.88'	204.84
C13	367.10'	27'28'46"	N 58°03'01" E	174.38'	176.06'
C14	270.00'	26°32'04"	S 58'31'22" W	123.93'	125.04'
C15	330.00'	26'32'04"	N 58'31'22" E	151.47'	152.83'
C16	330.00'	11'08'50"	S 50'49'45" W	64.10'	64,20'
C17	270.00'	11'08'50"	N 50°49'45" E	52.45'	52.53'
C18	1030.00'	26*12'34"	S 69'30'27" W	467.07'	471.16'
C19	970.00'	4'28'14"	N 58'38'17" E	75.67'	75.69'
C20	60.00'	269*57'03"	N 37'35'15.5" E	84.89'	282.69'
C21	970.00'	17'36'13"	N 73°13'11.5" E	296.85'	298.02'
C22	170.00'	62*45'55"	S 04'01'41.5" W	177.05'	186.23'
C23	230.00'	<i>62</i> *45'55"	N 04°01'41.5" E	239.54'	251.96'
C24	630.00'	8°08'05"	S 31°20'36.5" W	89.37'	89.45'
C25	570.00'	8*08'05"	N 31'20'36.5" E	80.86'	80.93'
C26	60.00'	65°36'36"	N 64°34'58" W	65.01'	68.71°
C27	60.00'	204*20'27"	N 70°23'33.5" E	117.30'	213.98'
C28	367.10'	10*53'37"	N 49*45'26.5" E	69.69'	69.80'
C29	367.10'	16'35'09"	S 63'29'49.5" W	105.90'	106.26'

WOOD COUNTY CERTIFIED SURVEY MAP NO. 9851

Part of the Southwest Quarter of the Northwest Quarter, part of the Southeast Quarter of the Northwest Quarter, part of the Northeast Quarter of the Southwest Quarter and part of the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Sarataga (Village of Port Edwards), Wood County, Wisconsin.

VILLAGE OF PORT EDWARDS:

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:



WOOD COUNTY CERTIFIED SURVEY MAP NO. 9857

Part of the Southwest Quarter of the Northwest Quarter, part of the Southeast Quarter of the Northwest Quarter, part of the Northeast Quarter of the Southwest 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.

VILLAGE OF PORT EDWARDS PLAN COMMISSION:

The Village of Port Edwards does hereby certify that this Certified Survey Map be and hereby is approved in compliance with Chapter 17 - Zoning Code of the Municipal Code of CERTIFICATE OF TAXES PAID: Port Edwards, Wisconsin, TREASURER'S CERTIFICATE: Date: 2/10/2015 We, being duly elected, gualified and acting treasurers of the Town Zoning Administrator of Saratoga and the County of Wood do hereby certify that the records in our offices show no unredeemed tax sales, unpaid taxes or unpaid special assessments affecting any of the lands included VILLAGE OF PORT EDWARDS PLAN COMMISSION: in this map as of the dates listed below. The Village of Port Edwards does hereby certify that this Certified Date: tab. 10, 2015 Survey Map be and hereby is approved in compliance with Chapter 19 - Subdivision and Platting of the Municipal Code of Port Edwards. Wisconsin. Date: Feb. 11, 2015 Date: 2-10-2015 Treasurer Village President Date: 2/10/2015 nas mme Village Clerk aanuuuuuuuu SCONS Date: 2/10/2015 Director of Public Works ANNUMBRING AND CHRISTOPHER RENNER S-2441 MAUSTON Pavloski Development Castle Rock L 19246 Highery 80 South Site 4 Headed, Historica 54646 Sheet 7 of 10 (Hite/Far 608-565-7777

WOOD COUNTY CERTIFIED SURVEY MAP NO. 9857

Part of the Southwest Quarter of the Northwest Quarter, part of the Southeast Quarter of the Northwest Quarter, part of the Northeast Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

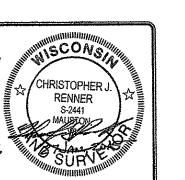
SURVEYOR'S CERTIFICATE:

I, Christopher J. Renner, Professional Land Surveyor, hereby certify that I have surveyed, divided and mapped part of the Southwest Quarter of the Northwest Quarter, part of the Southeast Quarter of the Northwest Quarter, part of the Northeast Quarter of the Southwest 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, thence S 07'09'37" W a distance of 41.63 feet to the POINT OF BEGINNING, thence S 67'31'11" E a distance of 21.36 feet, thence N 89'36'42" E a distance of 139.44 feet, thence S 68'53'24" E a distance of 133.91 feet, thence N 21'06'36" E a distance of 85.71 feet, thence N 58'13'20" E a distance of 31.29 feet to a non-tangent curve to the right which has a radius of 60.00 feet, a delta angle of 204'20'27" and a chord that bears N 70'23'33.5" E a distance of 117.30 feet, thence along the arc of said curve a distance of 213.98 feet to a non-tangent curve to the left which has a radius of 970.00 feet, a delta angle of 17'36'13" and a chord that bears N 73'13'11.5" E a distance of 296.85 feet, thence along the arc of said curve a distance of 298.02 feet, thence N 27*21'16" W a distance of 49.34 feet to a curve to the right which has a radius of 230.00 feet, a delta angle of 62'45'55" and a chord that bears N 04'01'41.5" E a distance of 239.54 feet, thence along the arc of said curve a distance of 251.96 feet to a curve to the left which has a radius of 570.00 feet, a delta angle of 8'08'05" and a chord that bears N 31*20'36.5" E a distance of 80.86 feet, thence along the arc of said curve a distance of 80.93 feet, thence S 62'43'26" E a distance of 60.00 feet. thence N 87'58'05" E a distance of 233.91 feet, thence S 29'08'12" E a distance of 121.60 feet to a non-tangent curve to the left which has a radius of 367.10 feet, a delta anale of 10'53'37" and a chord that bears N 49'45'26.5" E a distance of 69.69 feet, thence along the arc of said curve a distance of 69.80 feet to a curve to the right which has a radius of 230.00 feet, a delta angle of 28'52'59" and a chord that bears N 58'45'07.5" E a distance of 114.72 feet, thence along the arc of said curve a distance of 115.94 feet to a curve to the right which has a radius of 755.00 feet, a delta angle of 2°10'39" and a chord that bears N 74°16'56.5" E a distance of 28.69 feet, thence along the arc of said curve a distance of 28.69 feet, thence S 16°54'22" E a distance of 532.69 feet to a curve to the right which has a radius of 330.00 feet, a delta angle of 16°56'16" and a chord that bears S 08°26'14" E a distance of 97.20 feet, thence along the arc of said curve a distance of 97.56 feet, thence S 00°01'54" W a distance of 295.12 feet to a curve to the left which has a radius of 270.00 feet, a delta anale of 24'00'15" and a chord that bears S 11'58'13.5" E a distance of 112.29 feet, thence along the arc of said curve a distance of 113.12 feet, thence S 23'58'21" E a distance of 265.63 feet to a non-tangent curve to the left which has a radius of 220,00 feet, a delta angle of 39°05'06" and a chord that bears \$ 54°19'21" W a distance of 147.18 feet, thence along the arc of said curve a distance of 150.08 feet to a curve to the right which has a radius of 660.00 feet, a delta angle of 93*47'46" and a chord that bears \$ 81°40'41" W a distance of 963.78 feet, thence along the arc of said curve a distance of 1080.45 feet to the Southeasterly corner of Outlot 5 of Second Addition to East Shore at NEPCO Lake, thence N 38'34'34" E along the Easterly line of said Outlot 5 a distance of 60.00 feet to the Northeasterly corner thereof and a non-tangent curve to the left which has a radius of 600.00 feet, a delta angle of 93'47'46" and a chord that bears N 81'40'41" E a distance of 876.17 feet, thence along the arc of said curve a distance of 982.23 feet to a curve to the right which has a radius of 280.00 feet, a delta angle of 25'05'49" and a chord that bears N 47'19'42.5" E a distance of 121.67 feet, thence along the arc of said curve a distance of 122.65 feet, thence N 23'58'21" W a distance

Sheet 8 of 10

--- Continued on Sheet 9 of 10 ---



WOOD COUNTY CERTIFIED SURVEY MAP NO. 985

Part of the Southwest Quarter of the Northwest Quarter, part of the Southeast Quarter of the Northwest Quarter, part of the Northeast Quarter of the Southwest 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.

-- Continued from Sheet 8 of 10 --

of 205.19 feet to a curve to the right which has a radius of 330.00 feet, a delta angle of 24'00'15" and a chord that bears N 11*58'13.5" W a distance of 137.25 feet, thence along the arc of said curve a distance of 138.25 feet, thence N 00'01'54" E a distance of 295.12 feet to a curve to the left which has a radius of 270.00 feet, a delta angle of 16'56'16" and a chord that bears N 08'26'14" W a distance of 79.53 feet, thence along the arc of said curve a distance of 79.82 feet, thence N 16'54'22" W a distance of 470.45 feet to a non-tangent curve to the left which has a radius of 170.00 feet, a delta angle of 18'18'20" and a chord that bears S 53'27'48" W a distance of 54.08 feet, thence along the arc of said curve a distance of 54.31 feet to a curve to the right which has a radius of 427.10 feet, a delta angle of 27'28'46" and a chord that bears \$ 58'03'01" W a distance of 202.88 feet, thence along the arc of said curve a distance of 204.84 feet to a curve to the left which has a radius of 270.00 feet, a delta angle of 26.32'04" and a chord that bears S 58"31'22" W a distance of 123,93 feet, thence along the arc of said curve a distance of 125.04 feet to a curve to the right which has a radius of 330.00 feet, a delta angle of 11'08'50" and a chord that bears S 50'49'45" W a distance of 64.10 feet, thence along the arc of said curve a distance of 64.20 feet to a curve to the right which has a radius of 1030.00 feet, a delta angle of 2612'34" and a chord that bears S 69'30'27" W a distance of 467.07 feet, thence along the arc of said curve a distance of 471.16 feet, thence S 82'36'44" W a distance of 29.07 feet, thence S 18°07'56" W a distance of 205.59 feet to a meander line of NEPCO Lake, thence N 70°54'42" W along said meander line a distance of 635.66 feet, thence departing from said meander line N 42'27'49" E a distance of 7.78 feet. thence N 87'22'29" E a distance of 19.67 feet, thence S 64'08'18" E a distance of 63.17 feet, thence S 17'25'31" W a distance of 6.58 feet, thence S 72*34'29" E a distance of 33.07 feet, thence S 87*02'27" E a distance of 35.85 feet, thence N 83*28'35" E a distance of 28.83 feet, thence N 75'24'12" E a distance of 32.46 feet, thence S 88'45'34" E a distance of 36.46 feet to the POINT OF BEGINNING. Including all lands lying between the lot lines extended, the meander line and the ordinary high water mark of NEPCO Lake. Subject to easements, covenants, restrictions and right-of-ways of record.

That I have made such survey, land division and map at the direction of Brad Pavloski, for Nepco Lake Development, LLC, owner. That such map is a correct representation of the exterior boundaries of the lands surveyed and the subdivision thereof made; That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes, Section AE 7 of the Wisconsin Administrative Code and the subdivision regulations of the Village of Port Edwards in surveying, dividing and mapping the same, to the best of my knowledge and belief.

Date: 27 JAN. 201 Christopher VPES S-2441 J. Renner CHRISTOPHER J WHITE WAY WARMAN IN THE OWNER WARMAN IN THE WARMAN ☆ RENNER S-2441 MAUSTON. ŧ٨Ħ SURV Castle Rock | ake 19246 Highwy 80 South Safe 4 Hereich, Historica 54646 Sheet 9 of 10 Office/for 608-565-7777

WOOD COUNTY CERTIFIED SURVEY MAP NO. 9857

Part of the Southwest Quarter of the Northwest Quarter, part of the Southeast Quarter of the Northwest Quarter, part of the Northeast Quarter of the Southwest 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.

NOTES:

Part of this Certified Survey Map is subject to a "Waiver of Claims Agreement" recorded as Document No. 2011R03193. Effects the portions within the SW1/4 – NW1/4 and the N1/2 – NW1/4 – SW1/4 of Section 33.

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

This Certified Survey Map 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 – Document No. 2012R11083 2nd Amended and Restated – Doc. No. 2013R03108 3rd Amended and Restated – Doc. No. 2014R00300

Outlot 1 of this Certified Survey Map will be subject to a recorded Declaration of covenants, conditions and restrictions.

Recorded as Document No. 2013R12367 Amended as Document No. 2014R07044 Second Amendment - Document No. 2014R08024 Third Amendment - Document No. 2014R10332 NEPCO Lake elevations as shown hereon ore derived from the benchmark on the S.T.H. "13" Bridge, structure B-71-62 which is a 2.5" cast iron disk in the Northeast abutment. Elevation provided by the Wisconsin Department of Transportation - 982.34' U.S.G.S. {N.G.V.D. 1929}.

Lands contained within this map 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 placement of the interior monuments within the plat of Second Addition to East Shore at NEPCO Lake were temporarily waived per s.236.15(1)(h) of the Wisconsin State Statutes until such time that the construction of the private roads to be known as East Shore Trail and South Bluff Trail are substantially complete. At this time construction is not substantially complete. Waiver still in effect.



(astre Nock Lake VIL NS248 Highwy 80 South Sole 4 Neodal, Biscris St464 Sheet 10 of 10 difficultar 608-505-7777



FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAST SHORE AT NEPCO LAKE SUBDIVISION Title of Document

Document Number



2015R02270

SUSAN E. GINTER WOOD COUNTY REGISTER OF DEEDS RECORDED ON 03/24/2015 03:46PM REC FEE: 30.00 EXEMPT #: N/A PAGES: 9

Name and Return Address:

Pavloski Development LLC N9246 Highway 80 South Suite #4 Necedah, WI. 54646 *3*0 90 P

FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAST SHORE AT NEPCO LAKE SUBDIVISON

This Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for East Shore at NEPCO Lake Subdivision is made by Nepco Lake Development, LLC ("Declarant") this 16th day of March, 2015.

RECITALS

WHEREAS, the East Shore at NEPCO Lake Declaration of Covenants, Conditions and Restrictions dated the 23rd day of December, 2013, were recorded on the 26th day of December, 2013, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2013R12367; and were amended by an Amendment dated the 9th day of September, 2014, which was recorded on the 10th day of September, 2014, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2014R07044; and were further amended by the Second Amendment dated the 8th day of October, 2014, which was recorded on the 9th day of October, 2014, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2014R07044; and were further amended by the Second Amendment dated the 8th day of October, 2014, which was recorded on the 9th day of October, 2014, with the Register of Deeds for Wood County, Wisconsin, 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, Wisconsin, 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 Register of Deeds for Wood County, Wisconsin, as Document No. 2015R01188 (together, the "Restrictions"); and

WHEREAS, the Restrictions cover all Lots and all Outlots within East Shore at NEPCO Lake Subdivision, all Lots and all Outlots other than Outlot 2 within the First Addition to East Shore at NEPCO Lake Subdivision, all Lots and all Outlots within the Second Addition to East Shore at NEPCO Lake Subdivision, all Lots within Wood County Certified Survey Map number 9848 and all Lots and Outlots within Wood County Certified Survey Map number 9857 including Sunset Point Condominium located in the Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin, which is legally described on Exhibit A attached hereto and incorporated herein by reference ("Subject Property"); and

WHEREAS, Page 1 and Article XXIII(b) of the Restrictions provides that the Declarant has the sole right to amend the Restrictions and to subject to the Restrictions the remaining "Land" not included on Exhibit B to the Restrictions; and

WHEREAS, the Declarant desires to amend the Restrictions to include the lands legally described on Exhibit B hereto, and depicted on the Plat of the Third addition to East Shore at NEPCO Lake ("Plat") attached hereto as Exhibit C. Upon recording of the Plat, eight (8) additional single family residential lots shall be added to the development and be subject to the terms and conditions of the Restrictions.

NOW, THEREFORE, the Restrictions are hereby amended as follows:

- 1. Lots 54 through 61 inclusive of the Third Addition to East Shore at NEPCO Lake Subdivision as shown on the Plat attached hereto as Exhibit C are hereby subject to the Restrictions.
- 2. All other terms and conditions of the Restrictions not amended hereby shall remain if full force and effect.

IN WITNESS WHEREOF, this Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for East Shore at NEPCO Lake Subdivision 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 March, 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.

This document was drafted by Michael D. Orgeman Lichtsinn & Herrich Lichtsinn & Herri My commission expires: January 23, 2018

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

EXHIBIT A LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Lot 30 through Lot 39 inclusive, Outlot 3 and Outlot 4 of First Addition to East Shore at NEPCO Lake. Filed on the 10th day of September, 2014 in Volume 13 of Plats at Page 122 as Document number 2014R07043, located in the Southeast Quarter of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 32, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

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

Lots 1 and 2 of Wood County Certified Survey Map number 9848. Filed on the 30th day of December, 2014 in Volume 35 of Survey Maps at 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.

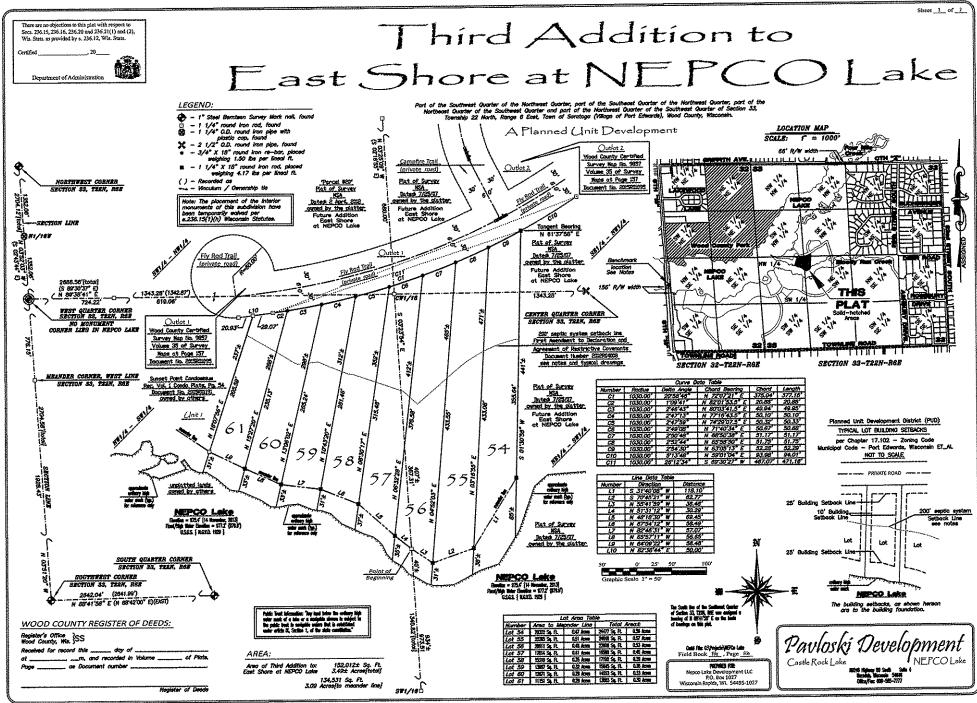
Lot 1, Outlot 1 and Outlot 2 of Wood County Certified Survey Map number 9857 as recorded in Volume 35 of Survey Maps on Page 157 as Document number 2015R01095. Located in the Southwest Quarter of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter, the Northeast Quarter of the Southwest 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.

Units 1 through 10 inclusive of Sunset Point Condominium recorded in Volume 1 of Condominium Plats, Page 54 as Document number 2015R01191. Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R01190. 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 THIRD ADDITION TO EAST SHORE AT NEPCO LAKE

Lot 54 through Lot 61 inclusive of Third Addition to East Shore at NEPCO Lake. Filed on the 12th day of March, 2015 in Volume 13 of Plats at Page 125 as Document number 2015R01950, Located in the Southwest Quarter of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter, the Northwest Quarter of the Southwest 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 FINAL PLAT OF THIRD ADDITION TO EAST SHORE AT NEPCO LAKE (See attached Plat as the next pages)



Them are no objections to this next with respect to xes. 236.15, 236.16, 236.20 and 236.21(1) and (2),

Wis. Stats. as provided by s. 236.12, Wis. Stats.

Contified Department of Administration

Third Addition to Fast Shore at NEPCO Lake

Part of the Southmest Quarter of the Northmest Quarter, part of the Southeast Quarter of the Northmest Quarter, part of the Northwart Quarter of the Southmest Quarter and part of the Northmest Quarter of the Southmest Quarter of Soction 33, Tomeship 22 North, Range & Daul, Tomen Saratogo (Nilago of Part Edwards), Nood Quarty, Wisconsin.

A Planned Unit Development

VILLAGE OF PORT EDWARDS PLAN COMMISSION:

The Village of Part Edwards does hornby certify that the Plat of Third Addition to East Share at NEPCO Lake be and heraby is approved in complement with Chapter 17 – Zaning Gode of the Municipal Code of Part Edwards, Weconsin.

_____ Approvact___ Date: ____ Zoning Administrator

VILLAGE OF PORT EDWARDS PLAN COMMISSION:

The Village of Port Edwards does hardby certify that the Plat of Third Addition to East Shore at NEPCO Loan be and hereby is approved in compliance with Chapter 19 – Subdivision and Platting of the Municipal Code of Part Edwards, Wisconsin.

Dote:	Villoge President
Date:	Villoge Clerk
Date:	Director of Public Works

VILLAGE OF PORT EDWARDS:

Resolved, that the Plat of Third Addition to East Shore at NEPCO Lake in the Village of Part Edwards is hereby approved by the Village board of the Village of Part Edwards.

Date:	ApprovedVillage President

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

____ Approved:_____ Date: Villoos Clerk

CERTIFICATE OF TAXES PAID: TREASURER'S CERTIFICATE:

We, being day electrac, qualified and acting transurare of the Town of Santagar and the County of Wood do hereby certify that the records in our officers show no unreference tax solar, uprolid transe or unpaid epicial assessments officially only of the Kinds included in this pint as of the datas Estate below.

Date:	Town Tracework
Dots:	County Treasurer

NOTES:

Part of Third Addition to East Shore at NEPCO Lake is subject to a Walver of Claims Agreement recorded as Decument Nr. 2011R03193. Effects the portions within the SMT/4 - NMT/4 and the NI/2 - NMT/4 - SMT/4 of Stecton 33. Third Addition to East Shore at NEPCO Lake is subject

Third Addition to East Shore of NOFCO Lose of Bullyon to a Tecktoria and Agreement of Restrictive Comments recorded as Document No. 2011R03194 and That Amendment to Decktorizion and Agreement of Netrictive Comments recorded as Document No. 2012R04000 which address for no sets exploit. Systems within 200 of the ordinary high water mark of NETCO Lose and other restrictions. See typical Noticity. Composite"

Third Addition to East Shore of MEPCO Late is subject to a recorded Declaration of Restrictions for NEPCO Late Generic Association, inc., recorded as the Lote Gundr's Association, Inc., Records is in following documentia: Declaration - Document No. 2012R09007 Ananded and Restated - Document No. 2012R11083 2nd Amended and Restated - Document No. 2013R03108 3rd Amended and Restated - Document No. 2013R0308

ara Amenoed and resistance – Jocument No. 2014W Third Addition to East Shore at NEPCO Labe self be subject to a recorded Declaration of covenants, conditions and restrictions. Amended es Document No. 2013R12387 Amended es Document No. 2014R07024 Second Amendment as Document No. 2014R00024 Third Amendment as Document No. 2015R01188 Fourth Amendment as Document No. 2015R01188

Courte eximitations as socializes in a 2018/01/09 MEPCO Loke elevations as socializes the elevation on a derived from the banchmark on the S.T.R. *13* Orders associative B-71-02 which is a 2.5* cost iron disk in the Hortheast obsiment of Temportation provided by the Miscosin Department of Transportation - 302.34* U.S.G.S. (NG.V.D. 1929).

Transportation – 962.44" U.S.G.S. (MG/MJ. 1828). Londo activitational etition this plot one part of the transfor-subject to a Boundary Agreement behavior of the transfor-tent Education and the Tomin of Suratoga. During the 10 year term of this Agreement, the territory shall be in the Town. The Territory shall continue to the subject to only Wilsope ordinances and regulations relating to kind use and kand development. These ordinances and regulations shall have suckate jurisdiction regarding such tond use and land development mathem. This Bonnay II, 2014 and shall towinsists 10 years thereafter on December 31, 2023.

Collight, a bird with an arrow of plant to plant benerators on becomes 31, 2023. FUELC ACCESS: The Southwest corner of Lot 61 is 6400 from the interestion of the ordinary bigh water mark and the right-of-way of STA. 13' as measured along the statestion of the Oct. Lake. The southwest corner of Lot 54 is 3500' from the interestication of the ordinary bigh water mark and the right-of-way of STA. 2' is 60' wide. The Southwest corner of Lot 54 is 3500' from the interestication of the ordinary bigh water mark and the right-of-way of STA. 2' is 60' wide. The right-of-way of STA. 2' is 60' wide. The right-of-way of CTA. 2' is 60' wide. The right-of-way of CTA. 2' is 60' wide. The Anothera 2000' Southwestory thereof. The Anothera Storake of NEPCO Lake opposite this plat is the load Courty Park wide county in the southwestory thereof. The instrument showing or nervou time opposite and opposite is the Wood Country Park which contains opposite who who was not frontage. No additional public access has been provided pursuant to 255.18(3)(a) Wis, State (see Location Map).

SURVEYOR'S CERTIFICATE:

SURVEYOR'S CERTIFICATE: 1. Christopher J. Ronner, Professional Land Surreyn, hendyr oerkify that I have surreynd. 1. Christopher J. Ronner, Professional Land Surreyn, hendyr oerkify that I have surreynd. Marken Starter, part of the Northwest Quarter, part of the Surthwest Quarter of the Northwest Quarter, part of the Northwest Quarter of Succession 20, 2000 and 10, 2000 and 1

including all londs tring between the lot lines extended, the meander line and the ordinary high water mark of MEPCO Lake.

I further certify that this plot is a correct representation of all extension boundaries of the land surreged and the subdivision thereof made, that I have made such surrey, kand division and plot by the direction of the owner of said land, that I have hilly complete with the provisions of Chapter 235 of the Niconain State Subtrate and the subdivision regulations of the Villoge of Port Edwards in surveying, divising and mapping the same.

Christopher J. Renner, Professional Land Surveyor \$2441

Onte:

SURVEYOR: PAVLOSKI DEVELOPMENT, LLC Christopher J. Banner N9248 Highway 80 South Suita 4 Necedah, Wi. 54846 (608) 565-7777 fax: (608) 565-7777

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

Napco Loke Development, Limited Liability Company, a corporation duly organi and estating under and by virtue of the loves of the State of Misconsin, as owner, does harely activity that said compandian caused the land described on this plat to be surveyed, divided, mapped and dodicated as provessided on the plat. I also certify that this plat is a required by Sec. 238.10 or Sec. 338.12 to be submitted to the following for opproval or objectivity. or objection.

APPROVING AUTHORITIES: OBJECTING AUTHORITIES: The Department of Administration The Villoos of Port Edwards:

In mitness whereof, the sold happo Lake Development, L.L.C. has caused these presents to be signed by its Authorized Representative. This ______ doy of ______, 2015.

in the presence of:

Nepco Lake Development, LLC. c/o Brod P. Povloski P.O. Box 1027 Waconsis Rapids, Mt. 54495-1027

Sheet 2 of 2

Authorized Representative Brad P. Pavloski

STATE OF MISCONSINI

Personally came before me this _____ day of _____, 2015, the above named Brod P. Pawlouki

to me known to be the person who executed the foregoing instrument and acknowledged the same.

Natary Public, Juneou County, Wisconsin

Christopher J Renner

0000027 / SUBDRADER: Nepco Late Development LLC. c/o Brot and Partick Provide Condex 1007 Wisconsin Rapida, WK 34433-1027 (503) 555-5335 fac (503) 555-5335



Document Number

SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAST SHORE AT **NEPCO LAKE SUBDIVISION** Title of Document



2015R06247

SUSAN E. GINTER WOOD COUNTY REGISTER OF DEEDS RECORDED ON 07/21/2015 10:03AM REC FEE: 30,00 EXEMPT #: N/A PAGES: 11

Name and Return Address:

Pavloski Development LLC 30.00 N9246 Highway 80 South Suite #4 Necedah, WI. 54646

SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAST SHORE AT NEPCO LAKE SUBDIVISON

14:

This Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for East Shore at NEPCO Lake Subdivision is made by Nepco Lake Development, LLC ("Declarant") this 15th day of July, 2015.

RECITALS

WHEREAS, the East Shore at NEPCO Lake Declaration of Covenants, Conditions and Restrictions dated the 23rd day of December, 2013, was recorded on the 26th day of December, 2013, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2013R12367; and were amended by an Amendment dated the 9th day of September, 2014, which was recorded on the 10th day of September, 2014, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2014R07044; and were further amended by the Second Amendment dated the 8th day of October, 2014, which was recorded on the 9th day of October, 2014, with the Register of Deeds for Wood County, Wisconsin, 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, Wisconsin, 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 Register of Deeds for Wood County, Wisconsin, 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 Register of Deeds for Wood County, Wisconsin, as Document No. 2015R02270 (together, the "Restrictions"); and

WHEREAS, the Restrictions cover and restrict all Lots and all Outlots within East Shore at NEPCO Lake Subdivision, all Lots and all Outlots other than Outlot 2 within the First Addition to East Shore at NEPCO Lake Subdivision, all Lots and all Outlots within the Second Addition to East Shore at NEPCO Lake Subdivision, all Lots within Wood County Certified Survey Map number 9848, all Lots and Outlots within Wood County Certified Survey Map number 9857 including Sunset Point Condominium, and all Lots within the Third Addition to East Shore at NEPCO Lake Subdivision located in the Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin, which are legally described on Exhibit A attached hereto and incorporated herein by reference ("Subject Property"); and

WHEREAS, Page 1 and Article XXIII(b) of the Restrictions provides that the Declarant has the sole right to amend the Restrictions and to subject to the Restrictions the remaining "Land" not included on Exhibit B to the Restrictions; and

WHEREAS, the Declarant desires to amend the Restrictions to include the lands legally described on Exhibit B hereto, and depicted on the Plat of the Fourth Addition to East Shore at NEPCO Lake ("Plat") attached hereto as Exhibit C. Upon recording of the Plat, eleven (11) additional single family residential lots, one (1) additional multi-family residential lot (future condominium) and one (1) Outlot shall be added to the development and be subject to the terms and conditions of the Restrictions.

NOW, THEREFORE, the Restrictions are hereby amended as follows:

- 1. Lots 62 through 73 inclusive and Outlot 9 of the Fourth Addition to East Shore at NEPCO Lake Subdivision as shown on the Plat attached hereto as Exhibit C are hereby subject to the Restrictions.
- 2. The Declarant will be subjecting Lot 62 to the Wisconsin Condominium Act. Lot 62 includes six (6) land condominium units that will become part of Sunset Point Condominium by future amendment. The condominium

unit owners shall be assessed their pro rata share of Association expenses associated with their use of easement areas granted by the Declarant.

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

IN WITNESS WHEREOF, this Sixth Amendment to the Declaration of Covenants,

Conditions and Restrictions for East Shore at NEPCO Lake Subdivision is executed by the

Declarant as of the day and year first written above.

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

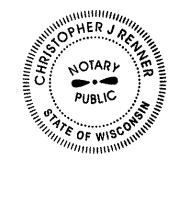
(Declarant)

Nepco Lake Development, LLC By Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN COUNTY OF JUNEAU

Personally came before me this 15 th 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

EXHIBIT A LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Lot 30 through Lot 39 inclusive, Outlot 3 and Outlot 4 of First Addition to East Shore at NEPCO Lake. Filed on the 10th day of September, 2014 in Volume 13 of Plats at Page 122 as Document number 2014R07043, located in the Southeast Quarter of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 32, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

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

Lots 1 and 2 of Wood County Certified Survey Map number 9848. Filed on the 30th day of December, 2014 in Volume 35 of Survey Maps at 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.

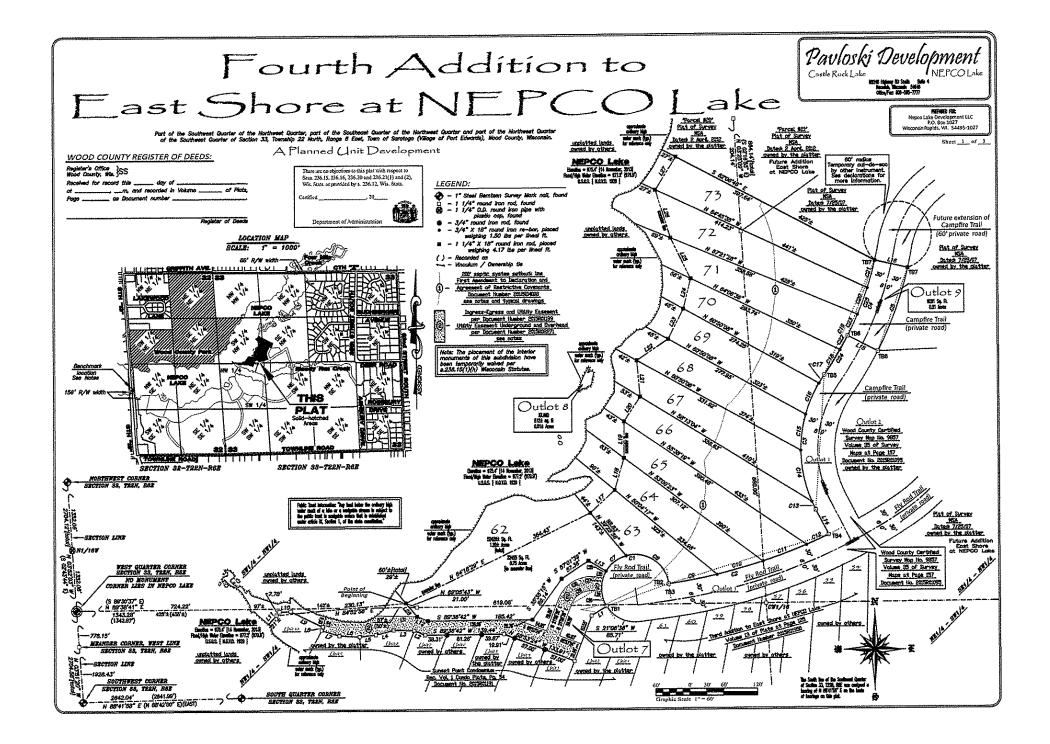
Lot 1, Outlot 1 and Outlot 2 of Wood County Certified Survey Map number 9857 as recorded in Volume 35 of Survey Maps on Page 157 as Document number 2015R01095. Located in the Southwest Quarter of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter, the Northeast Quarter of the Southwest 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.

Units 1 through 10 inclusive of Sunset Point Condominium recorded in Volume 1 of Condominium Plats, Page 54 as Document number 2015R01191. Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R01190. 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. Lot 54 through Lot 61 inclusive of Third Addition to East Shore at NEPCO Lake. Filed on the 12th day of March, 2015 in Volume 13 of Plats at Page 125 as Document number 2015R01950, Located in the Southwest Quarter of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter, the Northwest 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 B LEGAL DESCRIPTION OF FOURTH ADDITION TO EAST SHORE AT NEPCO LAKE

Lot 62 through Lot 73 inclusive and Outlot 9 of Fourth Addition to East Shore at NEPCO Lake. Filed on the 15th day of July, 2015 in Volume 13 of Plats at Page 134 as Document number 2015R06031, Located in the Southwest Quarter of the Northwest Quarter, 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.

EXHIBIT C FINAL PLAT OF FOURTH ADDITION TO EAST SHORE AT NEPCO LAKE (See attached Plat as the next pages)



Fourth Addition to East Shore at NEPCO Lake

Date:



Sheet 2 of 3

Part of the Southwest Quarter of the Horthwest Quarter, part of the Southeast Quarter of the Horthwest Quarter and part of the Horthwest Quarter of the Southwest Quarter of Section 33, Tonnetic 22 Horth, Range & East, Toen of Santioga (Hiloge of Port Edwarde), Wood County, Wisconstin.

A Planned Unit Development

There are no objections to this plat with respect to Sees. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis, Stats. as provided by 5. 236.12, Wis. Stats. Benarment of Administration

SURVEYOR'S CERTIFICATE:

Contractions of Restors, Proceedings and Land Surveyor, hereby certify that I have surveyed, divided and mapped the plot of Fourth Addition to East Share of NEPCO Lake, hereby part of the Northwest Courts of the Northwest Courts, part of the Southwest Courts of the Northwest Courts of the Northwest Courts of the Southwest Courts of Soction 33, Tomasho 22 North, theory, hereby the East, Texen of Sourdage (Niloge of Part Edwards), Weed Courty, Weedmark, bounded and described as follows;

Northwest Quarter and part of the Northwest Quarter of the Surthwest Quarter of Sorthon 33. Tormable 24 Morth, Range 6 Eust, Tom of Sarthaga (Neige of Part Edwards), Weod County, Weocrain, bounded and described as Tolkins; Convenencing of the Surthwest Count of Sarthaga (Neige of Part Edwards), Weod County, West Quarter count of said Saction 33. Internet N 0331120⁻² W olong the West Quarter count of said Saction 34. Internet N 2531120⁻² W olong the West Quarter count of said Saction 35. Internet N 2531112 E thang be NGD 2547 W o Sactimest of 21:00 thet b of members corner of NBTPO Lake and the PANT OF BEDMANG, thence the Quarter and Westman of Digital E thang be NGD 2547 W o Sactimest of 21:00 thet b of members corner of NBTPO Lake and the PANT OF BEDMANG, thence the Quarter and Westman of Quarter 25 Hast, theose N 4707477 E o distance of 02:37 test, Internet N 372817 E o distance of 02:20 test, theose N 4707477 E o distance of 04:23 test, N 6712327 E a distance of 02:20 test, theose N 4707477 E o distance of 05:23 test, Internet N 372817 E o distance of 02:20 test, theose N 40071477 E o distance of 00:20 feet, theore 01:701227 E a distance of 05:31 feet, theose N 37070577 E o 03:00 test, theore N 1370127 E a distance of 05:33 feet, theose N 37070577 E o 04:00 test of 00:00 feet, theore 01:70127 E a distance of 05:33 feet, theose N 37:01207 E o distance of 03:00 feet, theore dispatring from axid monter inte 0 a grad test of 00:00 feet, theore 03:704 feet, theore 04:537 feet, theore 04:537 feet, theore 04:537 feet 0 a grad test of 00:00 feet hearts 5:70207477 E o distance of 05:13 feet, theore 04:507 feet Need County Calified Screen (55:720 feet). Distance of 15:71 feet, theore 04:57 Head County Calified Screen (55:720 feet). Distance 04:507 feet 0 and of add curve a distance of 15:721 feet to the Morthwestry corner of Dustance of 00:37 feet to a count to the Mort which heas a route of 33:50 feet, theore 04:50 07:50 feet do a count to the Mort which heas a routes of 33:50 feet, theore

including all lands bing between the lot lines, the lot lines extended, the meander line and the antidary high water mark of NEPCO Late.

Also including the telends bing adjacent to said ordinary high water mark being the Easterly boundary of NEPCO Loke and the Westerly boundary of the lond described herein.

I harther could find the path is a correct representation of all exterior boundaries of the land surged and the subdivision thereof mode, that i have made such survey, tend division and path by the diversion of the comer of said start that i have made such survey, tend division and of Chapter 236 division comer of said start that i have the subdivision regulations of the Miscoge of Post Education is surveying, dividing and mapping the survey.

Date:

Christopher J. Renner, Professional Land Surveyor #2441

SURVEYOR: PAYLOSIC DEVELOPMENT, LLC Christopher J. Renner N9248 Highway 80 South Suite 4 Hocedah, WL 54646 (608) 585-7777 fax: (608) 585-7777

VILLAGE OF PORT EDWARDS PLAN COMMISSION:

The Village of Part Education does hereby certify that the Plat of Fourth Addition to East Share at NEPCO Laise be and hereby is approved in compilance with Chapter 17 - Zoning Code of the Municipal Code of Part Education, Wilconein.

Approvad Zoning Administrator

VILLAGE OF PORT EDWARDS PLAN COMMISSION:

The Village of Part Esteance does hereby certify that the Plat of Fourth Addition to East Share at NEPGD Late be and hereby is approved in compliance with Chapter 19 – Subdivision and Platting of the Municipal Code of Part Edwards, Wisconstin.

Date:	Villoge Prasklent
Dots:	Visope Clerk
Dots:	Director of Public Works

VILLAGE OF PORT EDWARDS:

Resched, that the Plat of Fourth Addition to East Shore at NEPCO Late in the Wildow of Port Edwards is hereity approved by the Village board of the Village of Port Edwards.

______Acorovéc___ Village President

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

Date: Approved: Village Clark

CERTIFICATE OF TAXES PAID:

TREASURER'S CERTIFICATE:

Date: ___

We, being duly elected, qualified and acting treasurers of the Term of Samtingo and the Dounty of Wood do hereby certly that the records in our offices show on unredement the solet, uproid toxes or unpoid special assessments officially any of the lands included in this poid as of the dates Eristia below.

-----Town Treasurer

County Treasurer

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

Nepco Lote Development, Limited Ubbilly Company, a corporation duly organized and existing under and by vittue of the kare of the State of Wescaret, are arrand, Gaes handly cartily that add corporation coused the kind described on this plot to be summed, divided, mapped and desionate a regressented on the plot. I also cartily that this plot is majorized by State 236.10 or Sac. 238.12 to be submitted to the following for approval are ablentice.

OBJECTING AUTHORITIES: The Department of Administration

APPROVING AUTHORITIES: The Village of Port Edwards:

in witness whereof the exist Nepco Late Development, L.L.C. has ocused these presents to be signed by its Authoritzed Representative. This ______ day of _____, 2015. is the presence of:

Hepco Lake Development, L.L.C. c/o Brad P. Pavloetd P.O. Box 1027 Weconsin Rapide, W. 54495-1027

Authorized Representative Brod P. Paskoeld

STATE OF WISCONSIN] JUNEAU COUNTYISS

, 2015, the above named Paraonoly came before me this Brod P. Powloaid, the Authorized Representative of

Nepaa Lake Development, LLC to me known to be the parson who executed the foregoing instrument and acknowledged the same.

Notary Public, Juneau County, Wisconsin

Christopher J Residen

CHARR / SUBOMDER: Hapco Lake Dawelopment, L.L.C. e/o Brod and Patrick Portosti P.O. Bax 1997 Wisconein Republic WI. 54495-1027 (603) 583-6536 faz: (400) 563-5883

Fourth Addition to East Shore at NEPCO Lake



Sheet 3 of 3

Part of the Southwest Quarter of the Northwest Quarter, part of the Southeast Quarter of the Northwest Quarter and part of the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range & East, Town of Suratage (Village of Port Edwarte), Wood County, Wisconein.

A Planned Unit Development

NOTES:

Part of Fourth Addition to East Shore at MEPCO Laise is subject to a "Wolver of Gabins Agreement" recorded as Decamant No. 2011R031803. Effects the particus within the SW1/4 - NW1/4, the H1/2 - NW1/4 - SW1/4 and part of the SE1/4 - NW1/4 of Soction 33

SE1/4 - NW1/4 of Socian 33 Routh Activity to East Socian 34 Pockardian to East Social Approx of NEPCO Loke is subject to a Declaration and Agreement of Restrictive Coverantis recorded as Decomment no. 2018/00164 which always for no on alle applic systeme Whith 2007 of the ordinary high water mark of NEPCO Loke and other restrictions. See typical lot building estimate.

restrictions. See typical lot building methods. Fourth Addition to East Showe at NEPCO Labe le subject to a rescaled Destantion of Restrictions for NEPCO Laiso Owner's Association, Inc., recorded as the fibering decomments: Destantion – Documents: Amended and Restated – Doc. no. 2013/R1008 3nd Amended and Restated – Doc. no. 2013/R03106 3nd Amended and Restated – Doc. no. 2013/R03106

Sid Amendae das identinas - Jos no. 201440000 Routh Addition to Sast Shore an HEPOC Laise will be subject to a recorded Deduction of covenants, constituis and institutions. Recorded da Document no. 2014707044 Second Amendament da Document no. 2014407047 That Amendament da Document no. 2014407047 Fourth Amendament da Document no. 20146070140 Printia Mathematica Document no. 20146070140 Fritta Amendament da Document no. 2015601160 Fritta Amendament da Document no. 2015602270

Ingress - Egress and UEBy Easement per Deciaration of Easement for Photo Road and Photo Utilities Recorded as Document number 2015/R01183. UEBy Easement per UEBy Easement Underpround and Overhood recorded as Document number 2015/R02271.

NEPCO Lake elevations as shown herean are defined from the benchmark on the S.T.H. "13" Bridge, structures B-71-62, which is a 2.3" cost iron disk in the Northeast doktment. Elevation provided by the Missophin Department of Transportation - 952.34" U.S.O.S. (N.G.M.D. 1929).

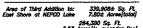
Transportation – 982.34" U.S.O.S. (N.G.W.D. 1920), Londe contributed within this pict are port of the territory subject to a Boundary Agneement between the Wagge of Port Edwards and the Town or Scrotoge. Juring the 10 year term of this Agneement, the territory shall be in the Town. The territory shall be official to subject to any shall be the territory shall be official to the territory about hear shall have a constraint mattern this down on the territory shall be the territory the Agnetic territory and the territory shall be the down of 1.2014 and the territory territory the theorement of the territory territory the theorement of the territory territory territory the theorement of the territory territory territory the theorement of the territory territory territory territory the territory territory territory territory territory territory territory territory the territory territory

thereafter an December 31, 2023 PUBLY ACCESS: The Northeast corner of Lot 73 is 6500 from the Interestion of the Star, both is 6500 from the Interestion of the Star, both is 6500 from the Interestion of the Star, both the instructure of the Wood County Park is an additional SOC Northery thereof. The Southwest corner of the Wood County Park is an additional SOC Northery thereof. The Southwest corner of Calific 7 is 4700 from the Interestion of the additioney high works moni-density of the Star Star The Southwest corner of the Wood County Park is an additional 2000 Southwestory thereof. The Adjoint-of-way of GTH. 2" is 65 wide. The Adjoint-of-way of GTH. 2" is 65 wide. The Morthoast corner of the Wood County Park is an additional 2000 Southwestory thereof. The Morthoase has been provided pursuent to 238.16(3)(c) Was. Stors (see Location Mop).

There are no objections to this plat with respect to Sees, 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. State. as provided by s. 236.12, Wis. State. Contidion







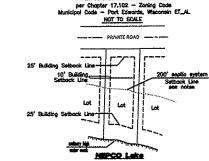
264,390 Sq. Ft. 5.53 Acres(to meander line)

Lot 63	1305 St. R.	0.51 /084	17300 Sa.R.	0,40,2000
Lot 64	13367 Sq. R.	0.39 jame	2013\$ Sa R	0.0 km
Lot 65	2226 24 2	0.49 Acres	2472 9L R.	0.52 komi
	24000 St.R.	835 jom	1937 S. R.	就加加
10: 67	253 St P.	2.67 Jones	12213 94 8.	653 Acres
Lot 68	10736 St. R.	8.62 3099	2833 S.R.	\$.45 Jane
1.01 89	19401 Sq. R.	1.35 Apres	1993 S. R.	243 Jame
Lot 70	17507 St. FL	0.60 Acres	2011 54 8	Q.65 Acres
Lat 71	油醋鱼R	245 Arre	2411 9.8	122 104
Lot 72	22677 St. R.	8.52 Acres	2734 34 8	EiH Anna
Lot 73	20023 54.51	655 Arm	2505 94 8	
Dutlet 7	27853 54 82	ALSA Acom	2003 94 8	C.CT Acam

Lot Area Table Number Area to Meander Line Tabl Areas

Line Data Table			
humber	Direction	Distorce	
U	S 5575'20" W	31,29	
12	H 6731 11 W	21.36	
13	N 88745'34" W	36,46	
14	\$ 752412 #	32.46	
15	S 8328 35 W	26.63	
40	N 870227 W	33,65	
17	H 7234 29 W	33.07	
18	N 1725'31" E	6.58	
19	H 64 08 18 W	83.17 [*]	
610	5 872229° W	19.67	
1.11	S 422749 W	29 ±	
112	N 8731'11" W	20.99	
L13	N 591041 W	38,11	
L14.	S 2721 15 E	49.34	
4.15	H 624325 W	60,00	
L16	S 770259" E	50.00	
217	H 470747 E	59,23	
Lis	H 151847 E	59.23	
L19	N 00'31'45" E	54.74	
120	N 352931 E	52.35	
1.21	N 045046 W	84.71	
122	N 551329 E	67.38	
123	H 2700 57 E	60.04	
124	N 1358 12 E	55,15	
125	N 2001 35 W	80.55	
1.28	N 17'01'52" W	89.35	
127	H 321830 E	68.68	
128	N 372555 W	30.96	
129	N 831245 W	14.17	
1.30	S 851245 E	14.17	
L31	N 88'45'34" W	72'±	
1.32	N 172531 E	25'±	

Cane Data Table					
number	Rodika	Desta Angle	Chora Bearing	Chord	Length
Ç1	50.00	2012027	S 7023'33.5" W	117.50	213,99
8	970.00	173813	S 73 13 11.5" W	26.85	298.02
¢3	230.00	6245.55	S 0401'41.5" W	232.54	251,95
C4	570.00	222738	S 2410'30" W	222.02	223,45
8	630.00	14'19'33"	S 20'06'47.5" W	157.11	157.52
8	50.00'	62'35'59"	N 00'28'40.5" W	82.34	65.55
67	60.00	455241	N 5245395 E	44.83	45.65
<i>C</i> 8	60,00	9751'47	S 5522'06.5" E	90.47	102.48
8	970.00'	5'08'18"	5 79 27 09" W	86.97	88.99
C10	970.00	5'00'58"	S 74 22 32 W	84.88	84.92
Cit	970.00	454'00	S 59725'04" W	82.93	82.95
C12	970.00	23259	S 6541 34.5 W	43.16	4.15
C13	230.00	\$02'17	S 25 20'07.5" E	16.21	18.21
C14	230.00	2311'04"	S 114302 E	92.49	A3.1J
C15	230.00	18'05'19"	\$ 075534.5 W	84.37	54.58
C16	230.00	150348	5 23 30 08 W	60.29	60.47
C17	230.00	422'37"	S 331320.5" W	17.57	12.57
Ç18	570.00	51714	S 324502 W	52.58	52.60
Ç19	570.00	7.7.79	S 26 36 10.5 W	70.01	70.05
C20	570.00'	5'01'51"	S 20'34'00.5" W	50.03'	50.05
C21	570.00'	5'06'04	S 1530'03" W	50.73	50.75
C22	570.00	250'51"	S 28'41'59.5' W	28.32	28.33
C23	570.00	411'38	S 251045 W	41.71	41.72
C24	\$70.00	8'08'05"	S 31'20'36.5" #	80.86'	80.93
8	570.00'	14 19 33	S 20'08'47.5" W	142.15	142.52
C28	\$0,00°	25.3227	N 1830205 W	27.5.5	27.79
C27	60.00	24'02'58'	N 054715 E	25.00'	25.18
C28	60.00'	12'00'34"	N 24 49'02" E	12.55	12.58
C29	37.50	75'40'39	N 58'58'55.5" E	48.01'	49.53
630	82.50'	75 40 39	N 5858555 E	76.68	82.55



The building setbacks, as shown hereon are to the building foundation.

Planned Unit Development District (PUD) TYPICAL LOT BUILDING SETBACKS

C Townson	t Bearing Table
(Contraction)	Degrades
1125	N 31'45'40" W
100	N 82'01'18" E
183	N 07 25'13 W
1194	S 64"25"05" W
1125	\$ 3524'39" W
1665	S 27 15 34" W
187	N 125701 E

SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAST SHORE AT NEPCO LAKE SUBDIVISION Title of Document

Document Number



2015R07416

SUSAN E. GINTER WOOD COUNTY REGISTER OF DEEDS RECORDED ON 08/19/2015 02:34PM 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

DOOE BWA

SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAST SHORE AT NEPCO LAKE SUBDIVISON

This Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for East Shore at NEPCO Lake Subdivision is made by Nepco Lake Development, LLC ("Declarant") this 18th day of August, 2015.

RECITALS

WHEREAS, the East Shore at NEPCO Lake Declaration of Covenants, Conditions and Restrictions dated the 23rd day of December, 2013, was recorded on the 26th day of December, 2013, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2013R12367; and were amended by an Amendment dated the 9th day of September, 2014, which was recorded on the 10th day of September, 2014, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2014R07044; and were further amended by the Second Amendment dated the 8th day of October, 2014, which was recorded on the 9th day of October, 2014, with the Register of Deeds for Wood County, Wisconsin, 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, Wisconsin, 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 Register of Deeds for Wood County, Wisconsin, 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 Register of Deeds for Wood County, Wisconsin, as Document No. 2015R02270; and were further amended by the Sixth Amendment dated the 15th day of July,

2015, which was recorded on the 21st day of July, 2015, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2015R06247 (together, the "Restrictions"); and

WHEREAS, the Restrictions cover and restrict all Lots and all Outlots within East Shore at NEPCO Lake Subdivision, all Lots and all Outlots other than Outlot 2 within the First Addition to East Shore at NEPCO Lake Subdivision, all Lots and all Outlots within the Second Addition to East Shore at NEPCO Lake Subdivision, all Lots within Wood County Certified Survey Map number 9848, all Lots and Outlots within Wood County Certified Survey Map number 9857 including Sunset Point Condominium, all Lots within the Third Addition to East Shore at NEPCO Lake Subdivision and all Lots and Outlot 9 within the Fourth Addition to East Shore at NEPCO Lake Subdivision located in the Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin, which are legally described on Exhibit A attached hereto and incorporated herein by reference ("Subject Property"); and

WHEREAS, Page 1 and Article XXIII(b) of the Restrictions provides that the Declarant has the sole right to amend the Restrictions; and

WHEREAS, the Declarant desires to amend certain provisions of the Restrictions as set forth in this amendment and provide for access for the subdivision and future subdivisions.

NOW, THEREFORE, the Restrictions are hereby amended as follows:

1. Article XVII of the Restrictions is hereby amended by adding the following language to the end of that section:

"Outlot 9 of Fourth Addition to East Shore at NEPCO Lake is a Private Road which serves as access for the subdivision and future subdivisions. Each Lot in the subdivision shall be deemed to include an equal undivided ownership interest in Outlot 9, and each conveyance of a Lot in the subdivision shall be deemed to include the conveyance of such undivided interest, whether or not specifically set forth in the instrument of conveyance. The temporary cul-de-sacs shown on the Plat are provided for the use of the Lot Owners and those having a right to use the Private Roads, until such time as the Private Roads are extended and a new temporary or permanent cul-de-sac is constructed. An easement for ingress and egress is granted to Domtar Wisconsin Dam Corporation and NEPCO Lake Owner's Association, Inc. over Outlot 9. Outlots 7 and 8 as shown on the Plat shall be owned by the Declarant and are not subject to the Restrictions."

All other terms and conditions of the Restrictions not amended hereby shall 2. remain if full force and effect.

IN WITNESS WHEREOF, this Seventh Amendment to the Declaration of Covenants,

Conditions and Restrictions for East Shore at NEPCO Lake Subdivision is executed by the

Declarant as of the day and year first written above.

(Declarant)

Nepco Lake Development, LLC

loski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN COUNTY OF JUNEAU

Personally came before me this 18⁷⁷⁴ day of August, 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

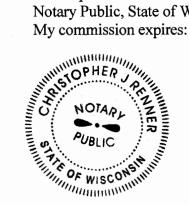


EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Lot 30 through Lot 39 inclusive, Outlot 3 and Outlot 4 of First Addition to East Shore at NEPCO Lake. Filed on the 10th day of September, 2014 in Volume 13 of Plats at Page 122 as Document number 2014R07043, located in the Southeast Quarter of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 32, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

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

Lots 1 and 2 of Wood County Certified Survey Map number 9848. Filed on the 30th day of December, 2014 in Volume 35 of Survey Maps at 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.

Lot 1, Outlot 1 and 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 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.

Units 1, 2, 3 and 5 through 16 inclusive of Sunset Point Condominium recorded in Volume 1 of Condominium Plats, Page 54 as Document number 2015R01191. Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R01190. Including Sunset Point Condominium Addendum recorded in Volume 1 of Condominium Plats, Page 56 as Document number 2015R06250. First Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R06249. Also including Sunset Point Condominium Addendum #2 recorded in Volume 1 of Condominium Plats, Page 57 as Document number 2015R06470. Second Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R06469. Located in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin. Lot 54 through Lot 61 inclusive of Third Addition to East Shore at NEPCO Lake. Filed on the 12th day of March, 2015 in Volume 13 of Plats at Page 125 as Document number 2015R01950, Located in the Southwest Quarter of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter, the Northwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

Lot 62 through Lot 73 inclusive and Outlot 9 of Fourth Addition to East Shore at NEPCO Lake. Filed on the 15th day of July, 2015 in Volume 13 of Plats at Page 134 as Document number 2015R06031, Located in the Southwest Quarter of the Northwest Quarter, 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.

EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAST SHORE AT NEPCO LAKE SUBDIVISION

Title of Document



2015R08145

SUSAN E. GINTER WOOD COUNTY REGISTER OF DEEDS RECORDED ON 09/11/2015 02:50PM REC FEE: 30.00 EXEMPT #: N/A PAGES: 17

Name and Return Address:

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

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EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAST SHORE AT NEPCO LAKE SUBDIVISON

This Eighth Amendment to Declaration of Covenants, Conditions and Restrictions for East Shore at NEPCO Lake Subdivision is made by Nepco Lake Development, LLC ("Declarant") this 10th day of September, 2015.

RECITALS

WHEREAS, the East Shore at NEPCO Lake Declaration of Covenants, Conditions and Restrictions dated the 23rd day of December, 2013, was recorded on the 26th day of December, 2013, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2013R12367; and were amended by an Amendment dated the 9th day of September, 2014, which was recorded on the 10th day of September, 2014, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2014R07044; and were further amended by the Second Amendment dated the 8th day of October, 2014, which was recorded on the 9th day of October, 2014, with the Register of Deeds for Wood County, Wisconsin, 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, Wisconsin, 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 Register of Deeds for Wood County, Wisconsin, 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 Register of Deeds for Wood County, Wisconsin, as Document No. 2015R02270; and were further amended by the Sixth Amendment dated the 15th day of July, 2015, which was recorded on the 21st day of July, 2015, with the Register of Deeds for Wood County,

Wisconsin, as Document No. 2015R06247; and were further amended by the Seventh Amendment dated the 18th day of August, 2015, which was recorded on the 19th day of August, 2015, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2015R07416 (together, the "Restrictions"); and

WHEREAS, the Restrictions cover and restrict all Lots and all Outlots within East Shore at NEPCO Lake Subdivision, all Lots and all Outlots other than Outlot 2 within the First Addition to East Shore at NEPCO Lake Subdivision, all Lots and all Outlots within the Second Addition to East Shore at NEPCO Lake Subdivision, all Lots within Wood County Certified Survey Map number 9848, all Lots and Outlots within Wood County Certified Survey Map number 9857 including Sunset Point Condominium, all Lots within the Third Addition to East Shore at NEPCO Lake Subdivision and all Lots and Outlot 9 within the Fourth Addition to East Shore at NEPCO Lake Subdivision located in the Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin, which are legally described on Exhibit A attached hereto and incorporated herein by reference ("Subject Property"); and

WHEREAS, Page 1 and Article XXIII(b) of the Restrictions provides that the Declarant has the sole right to amend the Restrictions and to subject to the Restrictions the remaining "Land" not included on Exhibit B to the Restrictions; and

WHEREAS, the Declarant desires to amend the Restrictions to include the lands legally described on Exhibit B hereto, and depicted on the Plat of the Fifth Addition to East Shore at NEPCO Lake ("Plat") attached hereto as Exhibit C. Upon recording of the Plat, Twenty (20) additional single family residential lots, Two (2) additional multi-family residential lots (future condominium) and three (3) outlots shall be added to the development and be subject to the terms and conditions of the Restrictions; and

WHEREAS, the Declarant desires to amend certain provisions of the Restrictions as set forth in this amendment and provide for access for the subdivision and future subdivisions; and

WHEREAS, the Declarant has developed Outlot 15 as depicted on the Plat of the Fifth Addition to East Shore at NEPCO Lake as Lost Lake, shown on Exhibit C hereto, and desires to amend the Restrictions to restrict the use of Lost Lake and provide for additional covenants and restrictions relating to Lots 83 through 95 inclusive of the Fifth Addition to East Shore at NEPCO Lake and future additional lots (the "Lost Lake Lot Owners").

NOW, THEREFORE, the Restrictions are hereby amended as follows:

- 1. Lots 74 through 95 inclusive and Outlots 10, 15 and 16 of the Fifth Addition to East Shore at NEPCO Lake Subdivision as shown on the Plat attached hereto as Exhibit C are hereby subject to the Restrictions.
- 2. The Declarant will be subjecting Lots 76 and 82 to the Wisconsin Condominium Act. Lot 76 will be developed and defined by future amendment. Lot 82 includes five (5) land condominium units that will become part of White Pine Point Condominium by future declaration. The condominium unit owners shall be assessed their pro rata share of Association expenses associated with their use of easement areas granted by the Declarant.
- 3. Article XVII of the Restrictions is hereby amended by adding the following language to the end of that section:

"Outlots 10 and 16 of Fifth Addition to East Shore at NEPCO Lake are Private Roads which serve as access for the subdivision and future subdivisions. Each Lot in the subdivision shall be deemed to include an equal undivided ownership interest in Outlots 10 and 16, and each conveyance of a Lot in the subdivision shall be deemed to include the conveyance of such undivided interest, whether or not specifically set forth in the instrument of conveyance. An easement for ingress and egress is granted to Domtar Wisconsin Dam Corporation and NEPCO Lake Owner's Association, Inc. over Outlots 10 and 16. Outlots 11, 12 and 13 as shown on the Plat have been created for transfer to adjoining land owners to the East and are not subject to the Restrictions. Outlot 14 as shown on the Plat shall be owned by the Declarant and is not subject to the Restrictions."

4. The amendments previously added to the end of Article XVII of the Restrictions that reference Outlot 6, that are set forth in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for East Shore at Nepco Lake Subdivision recorded as Document Number 2014R08024, are hereby deleted in their entirety and replaced with the following:

"Outlot 6 is the designated private onsite wastewater treatment system area for Lots 40 through 44 inclusive of the Second Addition to East Shore at NEPCO Lake subdivision and Lot 82 of the Fifth Addition to East Shore at NEPCO Lake. Lot 82 will include five (5) land condominium units that will become White Pine Point Condominium by future declaration. These five (5) Lots and five (5) land condominium units shall be deemed to include an equal undivided ownership interest in Outlot 6, and each conveyance of these Lots in the subdivision and Units in the condominium shall be deemed to include the conveyance of such undivided interest, whether or not specifically set forth in the instrument of conveyance. Outlot 6 will be subject to a permanent non-exclusive easement for the purpose of permitting the owners of Lots 40 through 44 inclusive and Units 1 through 5 of White Pine Point Condominium inclusive to operate, maintain, repair and replace a septic system and related improvements over, across and under Outlot 6, and access thereto.

The Declarant shall initially construct the community septic system on Outlot 6 to service Lots 40 through 44 inclusive and Units 1 through 5 of White Pine Point Condominium inclusive. All costs associated with the operation, maintenance, repair and replacement of the community septic system constructed on Outlot 6 shall be the responsibility of the owners of Lots 40 through 44 inclusive and Units 1 through 5 of White Pine Point Condominium inclusive. The owners of Lots 40 through 44 inclusive and Units 1 through 5 of White Pine Point Condominium inclusive shall be assessed their pro rata share of Association expenses associated with their use of easement areas granted by the Declarant."

5. Article XVIII of the Restrictions is hereby amended by adding the following language to the end of that section:

"Lost Lake as shown on the Plat of the Fifth Addition to East Shore at NEPCO Lake, attached as Exhibit C hereto is established for the sole benefit of and exclusive use of the Lost Lake Lot Owners. No other Lot Owners in East Shore at NEPCO Lake or any Addition to East Shore at NEPCO Lake Subdivision shall have access or the right to use Lost Lake other than the Lost Lake Lot Owners. Notwithstanding any provision to the contrary contained in the Restrictions, in addition to any general and special assessments, the Lost Lake Lot Owners shall be solely responsible for all expenses associated with maintaining, improving, policing and preserving Lost Lake, and shall pay any assessments levied by the Owner's Association therefore. All general covenants and restrictions contained in the Restrictions that obligate the owners of Lots abutting lakes and ponds

within the Subdivision, including without limitation, the general maintenance, day-to-day sand maintenance, and lake and pond liability restrictions shall apply to the Lost Lake Lot Owners. In the event any Lot Owner fails to perform his or her required maintenance and other obligations as set forth in the Restrictions, within thirty days after receipt of written demand from the Owner's Association, the Owner's Association shall have the right to perform the repair, replacement and/or maintenance, and, in such event, the Association shall be entitled to assess the costs thereof to the Lot Owner, which cost shall become a lien against the Lot Owner's Lot until paid. The Declarant and Owner's Association hereby reserve a permanent right-of-way and easement (in areas intended to cause the least disruption as possible to the Lots) over and across the Lots abutting the lakes and ponds for the purpose of maintaining the lakes and ponds as described in the Restrictions. The maintenance of the lakes and ponds is at the discretion of the Declarant during the period of Declarant control of the Association."

6. All other terms and conditions of the Restrictions not amended hereby shall remain if full force and effect.

IN WITNESS WHEREOF, this Eighth Amendment to the Declaration of Covenants,

Conditions and Restrictions for East Shore at NEPCO Lake Subdivision is executed by the

Declarant as of the day and year first written above.

(Signatures appear on the next page following)

(Declarant)

Nepco Lake Development, LLC

Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN COUNTY OF JUNEAU

Personally came before me this 10th 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

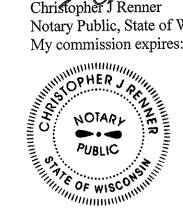


EXHIBIT A LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Lot 30 through Lot 39 inclusive, Outlot 3 and Outlot 4 of First Addition to East Shore at NEPCO Lake. Filed on the 10th day of September, 2014 in Volume 13 of Plats at Page 122 as Document number 2014R07043, located in the Southeast Quarter of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 32, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

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

Lots 1 and 2 of Wood County Certified Survey Map number 9848. Filed on the 30th day of December, 2014 in Volume 35 of Survey Maps at 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.

Lot 1, Outlot 1 and 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 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.

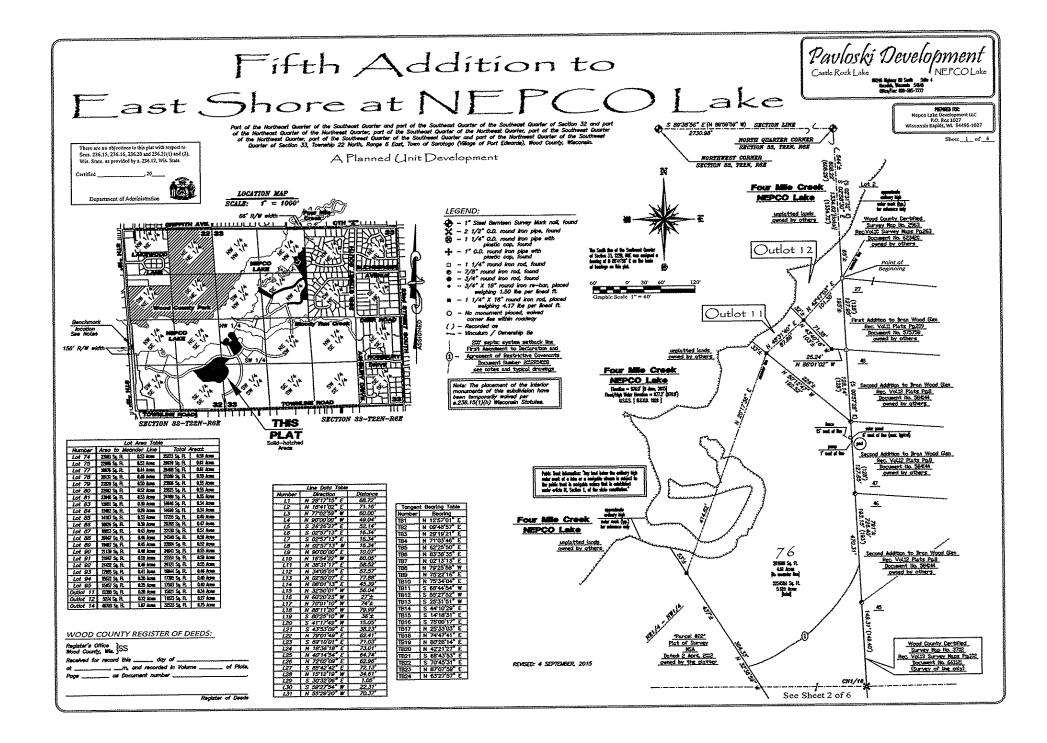
Units 1, 2, 3 and 5 through 16 inclusive of Sunset Point Condominium recorded in Volume 1 of Condominium Plats, Page 54 as Document number 2015R01191. Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R01190. Including Sunset Point Condominium Addendum recorded in Volume 1 of Condominium Plats, Page 56 as Document number 2015R06250. First Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R06249. Also including Sunset Point Condominium Addendum #2 recorded in Volume 1 of Condominium Plats, Page 57 as Document number 2015R06470. Second Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R06469. Located in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin. Lot 54 through Lot 61 inclusive of Third Addition to East Shore at NEPCO Lake. Filed on the 12th day of March, 2015 in Volume 13 of Plats at Page 125 as Document number 2015R01950, Located in the Southwest Quarter of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter, the Northwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

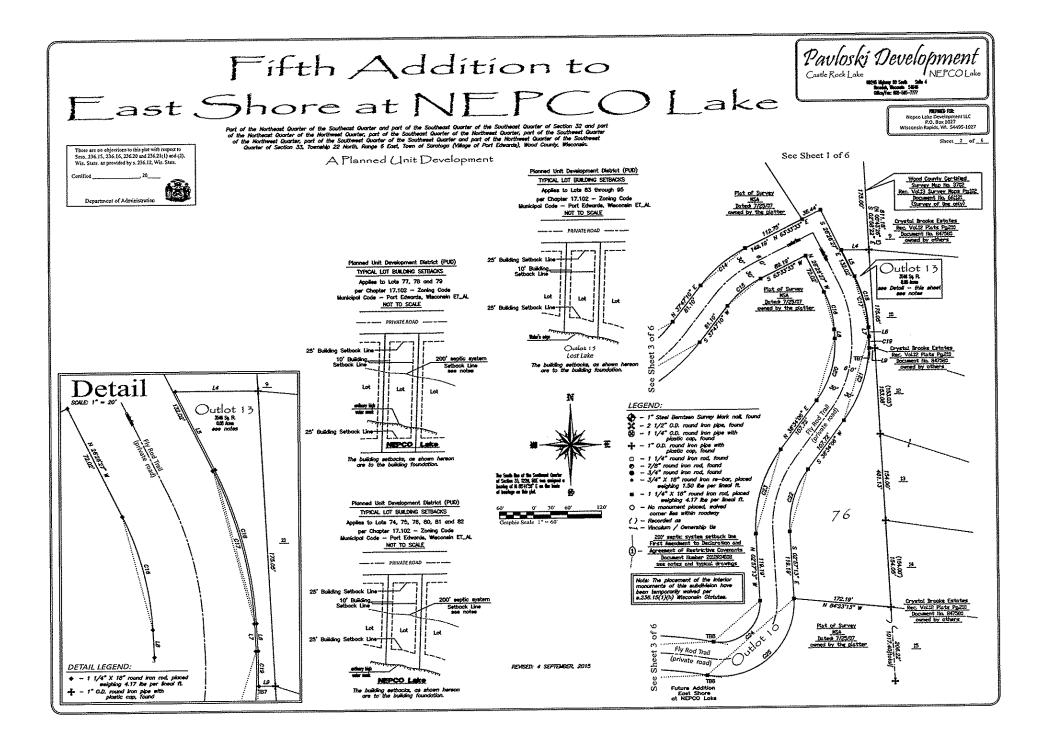
Lot 62 through Lot 73 inclusive and Outlot 9 of Fourth Addition to East Shore at NEPCO Lake. Filed on the 15th day of July, 2015 in Volume 13 of Plats at Page 134 as Document number 2015R06031, Located in the Southwest Quarter of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter and 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.

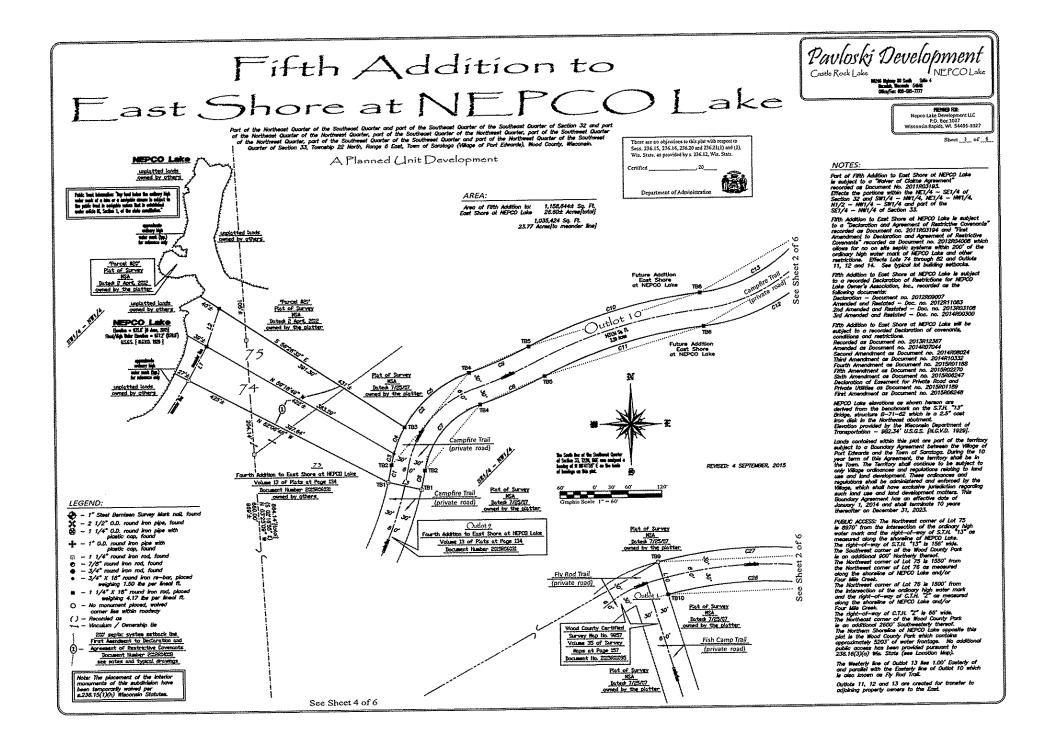
EXHIBIT B LEGAL DESCRIPTION OF FIFTH ADDITION TO EAST SHORE AT NEPCO LAKE

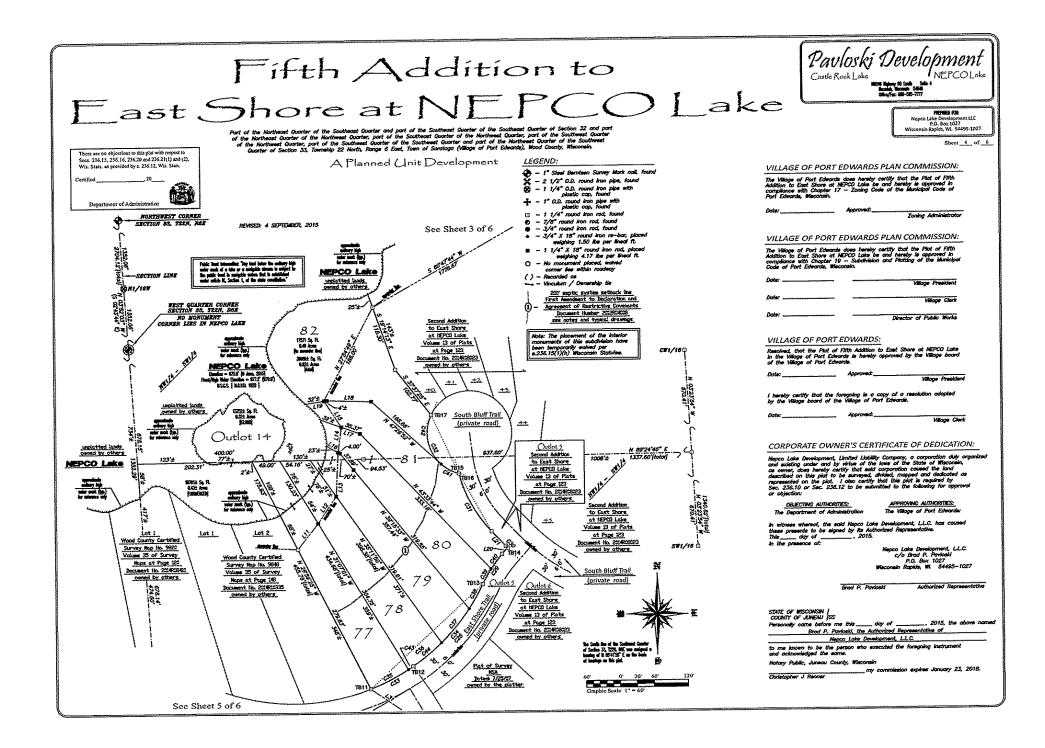
Lot 74 through Lot 95 inclusive and Outlots 10, 15 and 16 of Fifth Addition to East Shore at NEPCO Lake. Filed on the 9th day of September, 2015 in Volume 13 of Plats at Page 136 as Document number 2015R08053, Located in the Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 32 and the Northeast Quarter of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter, the Southeast Quarter of the Southwest Quarter of the Northwest Quarter, the Southwest Quarter of the Southwest Quarter and the Northwest Quarter, the Southwest Quarter of the Southwest Quarter and the Northwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

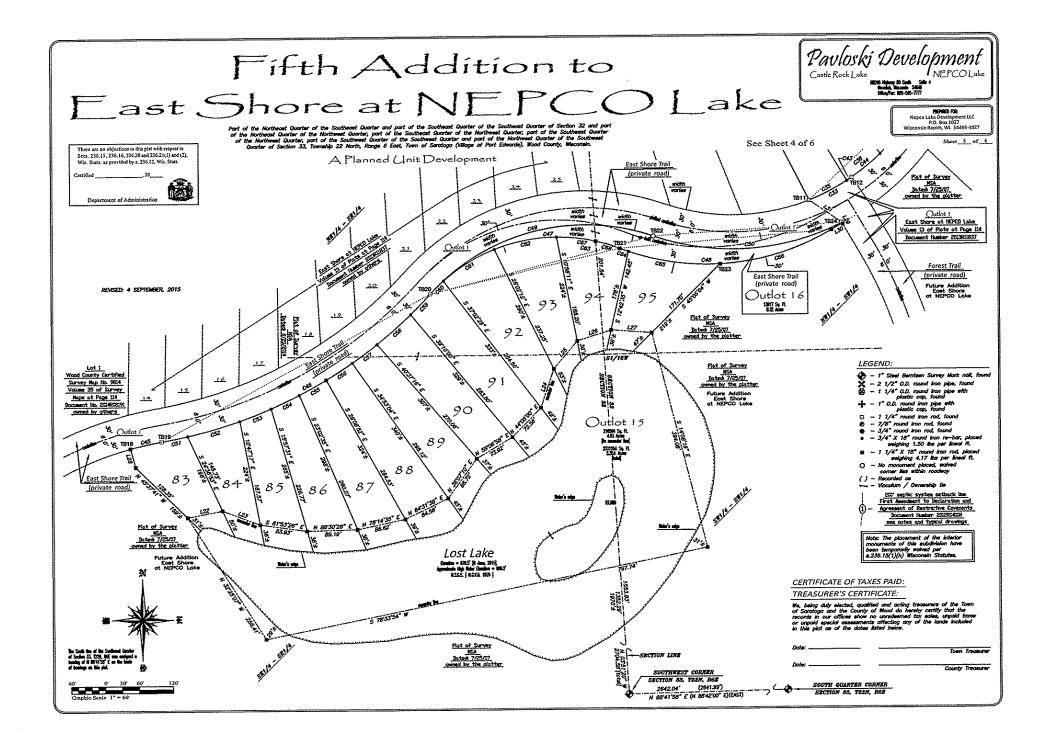
<u>EXHIBIT C</u> <u>FINAL PLAT OF FIFTH ADDITION TO EAST SHORE AT NEPCO LAKE</u> (See attached Plat as the next pages)











Fifth Addition to East Shore at NEPCO Lake

Part of the Northeast Quarter of the Southeast Quarter and part of the Southeast Quarter of the Southeast Quarter of Section 32 and p of the Northeast Quarter of the Northmeet Quarter part of the Southeast Quarter of the Northeest Quarter, part of the Southeest Quarter of the Northeest Quarter, part of the Southeest Quarter of the Southeast Quarter and part of the Northeest Quarter Quarter of Society 33, Tomship 22 North, Range 6 East, Tom of Saratoga (Nikage of Port Edwards), Wood County, Weiconein.

A Planned (Init Development

There are no objections to this plat with respect to Sets, 236,15, 236,16, 236,20 and 236,21(1) and (2), Wis, Stats, as provided by s. 236,12, Wis, Stats.

Department of Administration

 Carve Dott Table
 Const Dott Table

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SURVEYOR'S CERTIFICATE:

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Pavloski Development

M245 Heiner III South Sale 4 Microbio, Microbio Salett Silles/For: 405-505-7177

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Sheet 6 of 6

NEMED FOR Nepco Lake Development U.C P.O. Box 1027 Wisconsin Rapids, WI. \$4495-1027

Castle Rock Lake

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Also including the latends tring adjacent to eald ardinary high eater mark being the Easterly boundary of NEPCO Lake and the Westerly boundary of the land deactived herein.

Also including the submerged lands below the ordinary high woter mark of MPCO Lake within the South Half of the Northemest Quarter of the Southwest Quarter of Section 33.

I further certify that this plot is a correct representation of all exterior boundaries of the ion europed and the subdision thereof made, that i have made such survey, and division and pixt by the direction of the cense of and fand, but i have inde complete with the provisions of Chapter 255 of the Missconen State States and the subdivision regulations of the Visioge of hart Edwards is surveying, divising and mapping the same.

REVISED: 4 SEPTEMBER, 2015

Christopher J. Renner, Professional Land Surveyor \$2441

SURVEYOR: PAVLOSKI DEVELOPMENT, LLC Christopher J. Banner NG246 Highway 80 South Suite 4 Neceduin, WI. 34646 (608) 565-7777 fax: (608) 565-7777

OWNER / SUBDIMDER: NEPCO LAKE DEVELOPMENT, L.L.C. c/o Brad and Patrick Poviati P.O. Box 1027 Wisconsin Racks, WL 54495-1027 (608) 565-8858 faz: (608) 565-5868

Document Number

NINTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAST SHORE AT NEPCO LAKE SUBDIVISION Title of Document

* 2 0 1 6 R 0 4 4 8 3 *

2016R04483

SUSAN E. GINTER WOOD COUNTY REGISTER OF DEEDS RECORDED ON 06/09/2016 01:42PM REC FEE: 30.00 EXEMPT #: N/A PAGES: 8

Name and Return Address:

Pavloski Development LLC N9246 Highway 80 South Suite #4 Necedah, WI. 54646 **30.⁸⁹ P**

<u>NINTH AMENDMENT TO DECLARATION OF</u> <u>COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAST SHORE AT NEPCO</u> <u>LAKE SUBDIVISON</u>

This Ninth Amendment to Declaration of Covenants, Conditions and Restrictions for East Shore at NEPCO Lake Subdivision is made by Nepco Lake Development, LLC ("Declarant") this 18th day of May, 2016.

RECITALS

WHEREAS, the East Shore at NEPCO Lake Declaration of Covenants, Conditions and Restrictions dated the 23rd day of December, 2013, was recorded on the 26th day of December, 2013, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2013R12367; and were amended by an Amendment dated the 9th day of September, 2014, which was recorded on the 10th day of September, 2014, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2014R07044; and were further amended by the Second Amendment dated the 8th day of October, 2014, which was recorded on the 9th day of October, 2014, with the Register of Deeds for Wood County, Wisconsin, 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, Wisconsin, 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 Register of Deeds for Wood County, Wisconsin, 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 Register of Deeds for Wood County, Wisconsin, as Document No. 2015R02270; and were further amended by the Sixth Amendment dated the 15th day of July, 2015, which was recorded on the 21st day of July, 2015, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2015R06247; and were further amended by the Seventh Amendment dated the 18th day of August, 2015, which was recorded on the 19th day of August, 2015, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2015R07416; and were further amended by the Eighth Amendment dated the 10th day of September, 2015, which was recorded on the 11th day of September, 2015, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2015R07416; which was recorded on the 11th day of September, 2015, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2015R08145 (together, the "Restrictions"); and

WHEREAS, the Restrictions cover and restrict all Lots and all Outlots within East Shore at NEPCO Lake Subdivision, all Lots and all Outlots other than Outlot 2 within the First Addition to East Shore at NEPCO Lake Subdivision, all Lots and all Outlots within the Second Addition to East Shore at NEPCO Lake Subdivision, all Lots within Wood County Certified Survey Map number 9848, all Lots and Outlots within Wood County Certified Survey Map number 9857 including Sunset Point Condominium, all Lots within the Third Addition to East Shore at NEPCO Lake Subdivision, all Lots and Outlots 9 within the Fourth Addition to East Shore at NEPCO Lake Subdivision and all Lots and Outlots 10, 15 and 16 within the Fifth Addition to East Shore at NEPCO Lake Subdivision including White Pine Point Condominium, located in the Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin, which are legally described on Exhibit A attached hereto and incorporated herein by reference ("Subject Property"); and

WHEREAS, Page 1 and Article XXIII(b) of the Restrictions provides that the Declarant has the sole right to amend the Restrictions and to subject to the Restrictions the remaining "Land" not included on Exhibit B to the Restrictions; and

WHEREAS, the Declarant desires to amend the Restrictions to include the lands legally described on Exhibit B hereto. Upon recording of this instrument, the lands described on Exhibit

B attached hereto shall be added to the development and be subject to the terms and conditions of the Restrictions.

NOW, THEREFORE, the Restrictions are hereby amended as follows:

1. The lands described on Exhibit B attached hereto are hereby added to the development and subject to the terms and conditions of the Restrictions.

IN WITNESS WHEREOF, this Ninth Amendment to the Declaration of Covenants, Conditions and Restrictions for East Shore at NEPCO Lake Subdivision 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 18th day of May, 2016, 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.

NOTARL PUBLIC Notary Public, State of Wisconsin OF WISCONNING

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

54

EXHIBIT A LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Lot 1 of Wood County Certified Survey Map number 9777. Filed on the 7th day of August, 2014 in Volume 35 of Survey Maps at 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.

Lot 30 through Lot 39 inclusive, Outlot 3 and Outlot 4 of First Addition to East Shore at NEPCO Lake. Filed on the 10th day of September, 2014 in Volume 13 of Plats at Page 122 as Document number 2014R07043, located in the Southeast Quarter of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 32, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

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

Lot 1 of Wood County Certified Survey Map number 9814. Filed on the 15th day of October, 2014 in Volume 35 of Survey Maps at 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.

Lot 1 of Wood County Certified Survey Map number 9820. Filed on the 22nd day of October, 2014 in Volume 35 of Survey Maps at 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.

Lot 1 of Wood County Certified Survey Map number 9833. Filed on the 20th day of November, 2014 in Volume 35 of Survey Maps at 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.

Lot 1 of Wood County Certified Survey Map number 9837. Filed on the 3rd day of December, 2014 in Volume 35 of Survey Maps at 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.

Lots 1 and 2 of Wood County Certified Survey Map number 9848. Filed on the 30th day of December, 2014 in Volume 35 of Survey Maps at 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.

Lot 1, Outlot 1 and Outlot 2 of Wood County Certified Survey Map number 9857. Filed on the 11th day of February, 2015 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 Northwest 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.

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

Lot 54 through Lot 61 inclusive of Third Addition to East Shore at NEPCO Lake. Filed on the 12th day of March, 2015 in Volume 13 of Plats at Page 125 as Document number 2015R01950, Located in the Southwest Quarter of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter, the Northwest 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.

Lot 62 through Lot 73 inclusive and Outlot 9 of Fourth Addition to East Shore at NEPCO Lake. Filed on the 15th day of July, 2015 in Volume 13 of Plats at Page 134 as Document number 2015R06031, Located in the Southwest Quarter of the Northwest Quarter, 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. Lot 74 through Lot 95 inclusive and Outlots 10, 15 and 16 of Fifth Addition to East Shore at NEPCO Lake. Filed on the 9th 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 and the Southeast Quarter of the Southeast Quarter of Section 32 and the Northeast Quarter of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter, the Southeast Quarter of the Southwest Quarter of the Northwest Quarter, the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

Units 1, 2, 4 and 5 of White Pine Point Condominium recorded in Volume 1 of Condominium Plats, Page 58 as Document number 2015R08148. Declaration of Condominium for White Pine Point Condominium recorded as Document number 2015R08147. Including White Pine Point Condominium Addendum recorded in Volume 1 of Condominium Plats, Page 61 as Document number 2016R02840. Amendment to Declaration of Condominium for White Pine Point Condominium recorded as Document number 2016R02839. 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 ADDITIONAL SUBJECT PROPERTY

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, 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 1699.21 feet, thence N 86°08'40" E a distance of 1162.62 feet to the Southwest corner of Lot 53 of Second Addition to East Shore at NEPCO Lake, thence N 01°22'43" E along the West line of said Lot 53 a distance of 339.82 feet to a meander line of NEPCO Lake, thence S 46°58'12" E along said meander line a distance of 78.98 feet to a meander corner on the East line of said Lot 53 and the POINT OF BEGINNING, thence S 60°19'50" E along a meander line of NEPCO Lake a distance of 5.64 feet, thence S 02°10'43" W a distance of 326.16 feet to the North line of Outlot 1 of Wood County Certified Survey Map number 9857 and a non-tangent curve to the right which has a radius of 600.00 feet, a delta angle of 0°35'27" and a chord that bears N 51°43'09.5" W a distance of 6.19 feet, thence along the arc of said Curve and the North line of said Outlot 1 a distance of 6.19 feet to the Southeast corner of Lot 53 of said Second Addition to East Shore at NEPCO Lake, thence N 02°10'43" E along the East line of said Lot 53 a distance of 6.19 feet to the Southeast corner of Lot 53 of said Second Addition to East Shore at NEPCO Lake, thence along the arc of said curve and the North line of said Outlot 1 a distance of 6.19 feet to the Southeast corner of Lot 53 of said Second Addition to East Shore at NEPCO Lake, thence N 02°10'43" E along the East line of said Lot 53 a distance of 325.12 feet to a meander corner on the East line of said Lot 53 a distance of 325.12 feet to a meander corner on the East line of said Lot 53 a distance of 325.12 feet to a meander corner on the East line of said Lot 53 a distance of 325.12 feet to a meander corner on the East line of said Lot 53 a distance of 325.12 feet to a meander corner on the East line of said Lot 53 a distance of 325.12 feet to a meander corner on the East line of said Lot 53 a distance of 325.12 feet to a meander corner on the East li

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

TENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAST SHORE AT NEPCO LAKE SUBDIVISION Title of Document

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Document Number



2016R08102

SUSAN E. GINTER WOOD COUNTY REGISTER OF DEEDS RECORDED ON 09/27/2016 03:15PM REC FEE: 30.00 EXEMPT #: N/A PAGES: 18

Name and Return Address:

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

30.00P

TENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAST SHORE AT NEPCO LAKE SUBDIVISON

This Tenth Amendment to Declaration of Covenants, Conditions and Restrictions for East Shore at NEPCO Lake Subdivision is made by Nepco Lake Development, LLC ("Declarant") this 27th day of September, 2016.

RECITALS

WHEREAS, the East Shore at NEPCO Lake Declaration of Covenants, Conditions and Restrictions dated the 23rd day of December, 2013, was recorded on the 26th day of December, 2013, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2013R12367; and were amended by an Amendment dated the 9th day of September, 2014, which was recorded on the 10th day of September, 2014, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2014R07044; and were further amended by the Second Amendment dated the 8th day of October, 2014, which was recorded on the 9th day of October, 2014, with the Register of Deeds for Wood County, Wisconsin, 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, Wisconsin, 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 Register of Deeds for Wood County, Wisconsin, 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 Register of Deeds for Wood County, Wisconsin, as Document No. 2015R02270; and were further amended by the Sixth Amendment dated the 15th day of July, 2015, which was recorded on the 21st day of July, 2015, with the Register of Deeds for Wood County,

Wisconsin, as Document No. 2015R06247; and were further amended by the Seventh Amendment dated the 18th day of August, 2015, which was recorded on the 19th day of August, 2015, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2015R07416; and were further amended by the Eighth Amendment dated the 10th day of September, 2015, which was recorded on the 11th day of September, 2015, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2015R08145; and were further amended by the Ninth Amendment dated the 18th day of May, 2016, which was recorded on the 9th day of June, 2016, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2016R04483 (together, the "Restrictions"); and

WHEREAS, the Restrictions cover and restrict all Lots and all Outlots within East Shore at NEPCO Lake Subdivision, all Lots and all Outlots other than Outlot 2 within the First Addition to East Shore at NEPCO Lake Subdivision, all Lots and all Outlots within the Second Addition to East Shore at NEPCO Lake Subdivision, all Lots within Wood County Certified Survey Map number 9848, all Lots and Outlots within Wood County Certified Survey Map number 9857 including Sunset Point Condominium, all Lots within the Third Addition to East Shore at NEPCO Lake Subdivision, all Lots and Outlot 9 within the Fourth Addition to East Shore at NEPCO Lake Subdivision, all Lots and Outlots 10, 15 and 16 within the Fifth Addition to East Shore at NEPCO Lake Subdivision including White Pine Point Condominium and Lot 1 of Wood County Certified Survey Map number 10064, located in the Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin, which are legally described on Exhibit A attached hereto and incorporated herein by reference ("Subject Property"); and

WHEREAS, Page 1 and Article XXIII(b) of the Restrictions provides that the Declarant has the sole right to amend the Restrictions and to subject to the Restrictions the remaining "Land" not included on Exhibit B to the Restrictions; and

WHEREAS, the Declarant desires to amend the Restrictions to include the lands legally described on Exhibit B hereto, and depicted on Wood County Certified Survey Map number 10093 ("CSM") attached hereto as Exhibit C. Upon recording of the CSM instrument, Lots 1 and 2 as described on Exhibit B and depicted on Exhibit C attached hereto shall be added to the development and be subject to the terms and conditions of the Restrictions, as amended herein; and

WHEREAS, the Declarant desires to amend certain provisions of Article II of the Restrictions to allow for the further subdivision of the lands legally described on Exhibit B and depicted on Exhibit C hereto; and

WHEREAS, the Declarant desires to amend certain provisions of Article XIII of the Restrictions to allow signs for the advertising of Lots or Homes for sale within the lands legally described on Exhibit B and depicted on Exhibit C hereto; and

WHEREAS, the Declarant has developed Outlot 15 as depicted on the Plat of the Fifth Addition to East Shore at NEPCO Lake as Lost Lake, and desires to amend the Restrictions to restrict the use of Lost Lake, and provide for additional covenants and restrictions relating to Lots 83 through 95 inclusive of the Fifth Addition to East Shore at NEPCO Lake, Lots 1 and 2 of Wood County Certified Survey Map number 10093, and future additional lots (the "Lost Lake Lot Owners").

NOW, THEREFORE, the Restrictions are hereby amended as follows:

- 1. Lot 1 and Lot 2 of Wood County Certified Survey Map number 10093 as described on Exhibit B and depicted on Exhibit C attached hereto are hereby added to the development and subject to the terms and conditions of the Restrictions, as amended herein.
- 2. The restriction prohibiting the further subdividing of Lot 1 and Lot 2 of Wood County Certified Survey Map number 10093 as described on Exhibit B and depicted on Exhibit C attached hereto is hereby deleted, and

the Declarant hereby grants its consent to the subdividing of not more than twelve (12) residential lots therefrom.

- 3. The restriction prohibiting signs for the advertising of Lots or Homes for sale within Lot 1 and Lot 2 of Wood County Certified Survey Map number 10093 as described on Exhibit B and depicted on Exhibit C attached hereto is hereby deleted. The proposed signage installed within Lot 1 and Lot 2 must be approved by the Declarant prior to installation. The sign restriction shall remain in full force and effect on the remaining Subject Property.
- 4. Article II of the Restrictions is hereby amended by adding the following language to the end of that section:
 "No motorized boats or watercraft shall be allowed within the private ponds. No buildings shall be erected, altered, placed or permitted nor unattended personal items allowed to remain on any islands within the private ponds. Use of any islands within the private ponds shall be limited to daylight hours only."
- 5. Article XIX of the Restrictions is hereby amended by adding the following language to the end of that section:
 "No additional deciduous trees will be allowed within the graded and landscaped portion of the Lots that abut Lost Lake. Deciduous trees are those that lose all of their leaves for part of the year. Examples of deciduous trees are maple, oak, elm, aspen and birch. Deciduous trees are not allowed to prevent leaves from entering the private lake."
- 6. All other terms and conditions of the Restrictions not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, this Tenth Amendment to the Declaration of Covenants, Conditions and Restrictions for East Shore at NEPCO Lake Subdivision is executed by the Declarant as of the day and year first written above.

(Signatures appear on the next page following)

(Declarant)

Nepco Lake Development, LLC

By:_ Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN COUNTY OF JUNEAU

Personally came before me this $\underline{Z7}^{\tau H}$ day of September, 2016, 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.

NOTARL PUBLIC NOTARL PUBLIC 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 SUBJECT PROPERTY

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

Lot 1 of Wood County Certified Survey Map number 9777. Filed on the 7th day of August, 2014 in Volume 35 of Survey Maps at 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.

Lot 30 through Lot 39 inclusive, Outlot 3 and Outlot 4 of First Addition to East Shore at NEPCO Lake. Filed on the 10th day of September, 2014 in Volume 13 of Plats at Page 122 as Document number 2014R07043, located in the Southeast Quarter of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 32, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

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

Lot 1 of Wood County Certified Survey Map number 9814. Filed on the 15th day of October, 2014 in Volume 35 of Survey Maps at 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.

Lot 1 of Wood County Certified Survey Map number 9820. Filed on the 22nd day of October, 2014 in Volume 35 of Survey Maps at 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.

Lot 1 of Wood County Certified Survey Map number 9833. Filed on the 20th day of November, 2014 in Volume 35 of Survey Maps at 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.

Lot 1 of Wood County Certified Survey Map number 9837. Filed on the 3rd day of December, 2014 in Volume 35 of Survey Maps at 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.

Lots 1 and 2 of Wood County Certified Survey Map number 9848. Filed on the 30th day of December, 2014 in Volume 35 of Survey Maps at 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.

Lot 1, Outlot 1 and Outlot 2 of Wood County Certified Survey Map number 9857. Filed on the 11th day of February, 2015 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 Northwest 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.

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

Lot 54 through Lot 61 inclusive of Third Addition to East Shore at NEPCO Lake. Filed on the 12th day of March, 2015 in Volume 13 of Plats at Page 125 as Document number 2015R01950, Located in the Southwest Quarter of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter, the Northwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

Lot 62 through Lot 73 inclusive and Outlot 9 of Fourth Addition to East Shore at NEPCO Lake. Filed on the 15th day of July, 2015 in Volume 13 of Plats at Page 134 as Document number 2015R06031, Located in the Southwest Quarter of the Northwest Quarter, 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. Lot 74 through Lot 95 inclusive and Outlots 10, 15 and 16 of Fifth Addition to East Shore at NEPCO Lake. Filed on the 9th 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 and the Southeast Quarter of the Southeast Quarter of Section 32 and the Northeast Quarter of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter, the Southeast Quarter of the Southwest Quarter of the Northwest Quarter, the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

Units 1, 2, 4 and 5 of White Pine Point Condominium recorded in Volume 1 of Condominium Plats, Page 58 as Document number 2015R08148. Declaration of Condominium for White Pine Point Condominium recorded as Document number 2015R08147. Including White Pine Point Condominium Addendum recorded in Volume 1 of Condominium Plats, Page 61 as Document number 2016R02840. Amendment to Declaration of Condominium for White Pine Point Condominium recorded as Document number 2016R02839. 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.

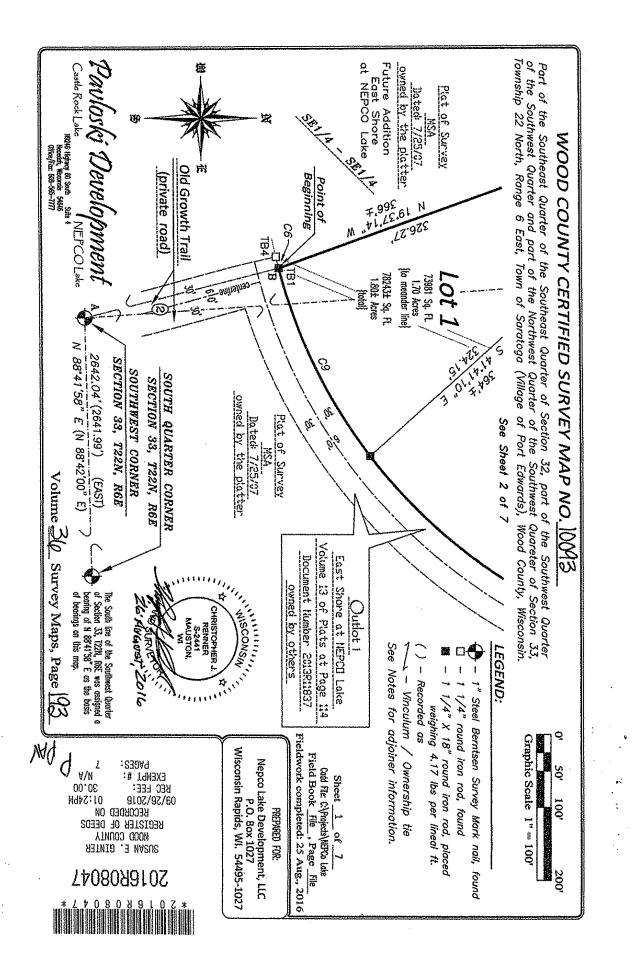
Lot 1 of Wood County Certified Survey Map number 10064. Filed on the 14th day of July, 2016 in Volume 36 of Survey Maps at Page 164 as Document number 2016R05605, located in the Northwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

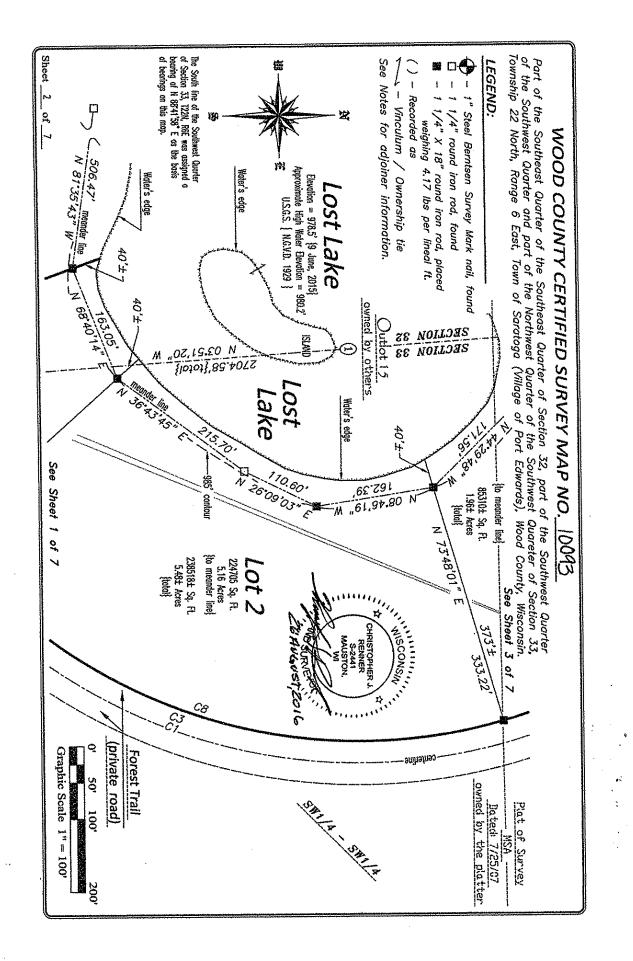
EXHIBIT B LEGAL DESCRIPTION OF ADDITIONAL SUBJECT PROPERTY

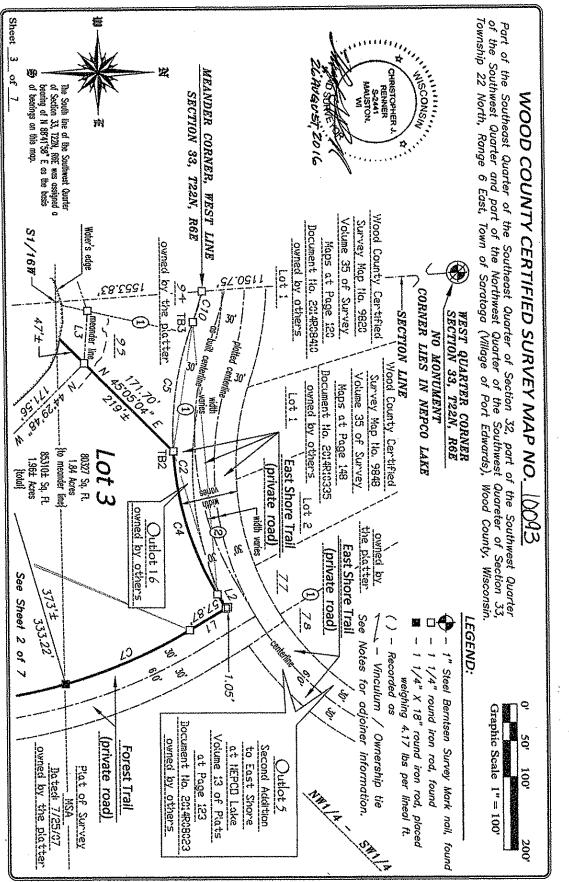
Lot 1 and Lot 2 of Wood County Certified Survey Map number 10093. Filed on the 26th day of September, 2016 in Volume 36 of Survey Maps at Page 193 as Document number 2016R08047, located in the Southeast Quarter of the Southeast Quarter of Section 32, the Southwest Quarter of the Southwest Quarter and 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.

EXHIBIT C WOOD COUNTY CERTIFIED SURVEY MAP NUMBER 10093 (See attached Map as the next pages)

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$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	BARDENON BRANER BRANNE	WOOD COUNTY CERTIFIED SURVEY MAP NO. 10043 Part of the Southeast Quarter of the Southeast Quarter of Section 32, part of the Southwest Quarter of the Southwest 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.
Number C1 C2 C3 C3 C3 C3 C3 C3 C3 C3 C3 C3 C3 C3 C3	VILLAGE The Village Survey Map Code of Po Date: <u>9-1</u> Date: <u>91</u>	1AP NO. 32, part of Southwest Edwards),
Radius 720.00' 430.00' 720.00' 720.00' 720.00' 720.00' 720.00' 720.00'	VILLAGE OF PORT The Village of Port Edward Survey Map be and hereby Chapter 19 – Subdivision Code of Port Edwards, Wis Date: <u>9 /15 /16</u> Date: <u>09 /15 /16</u>	10093 the Southu Quareter of Wood Count
Curve Delta Angle 107'31'16" 51'48'13" 106'13'41" 27'40'05" 24'08'08" 117'35" 14'51'22" 68'25'40" 8'25'39" 8'16'45"	VILLAGE OF PORT EDWARDS The Village of Port Edwards does hereby is approved in Chapter 19 - Subdivision and Platting of Code of Port Edwards, Wisconsin. Date: 9-13-2e% Date: 9/15/16 Date: 9/15/16 Date: 09/15/16 Date: 09/15/16	rest Quarter Section 33, y, Wisconsin.
Data Table <u>Chord Bearing</u> <u>S 23'13'32" W</u> <u>S 22'34'44.5" W</u> <u>S 80'47'56.5" E</u> <u>S 18'32'06" W</u> <u>S 18'32'06" W</u> <u>S 54'13'15.5" W</u> <u>S 72'52'15.5" E</u>	hereby corroved in atting of	
Chord 1161.44' 375.67' 1151.76' 205.63' 179.80' 179.80' 186.16' 809.69' 286.40' 44.03'	his Ce with fillage	
Length 1351.15' 388.78' 1334.90' 207.65' 181.13' 186.69' 859.88' 859.88' 288.33' 44.07'	Certified President ge Clerk	

Sheet 4 of 7

A-B	L3	12	L1	Number		
N 09.56'04" W	N 85.42'42" W	N 59*27'54" E	S 30°32'06" E	Direction	Line Data Table	
472.79'	72.13'	22.31'	58.92'	-		

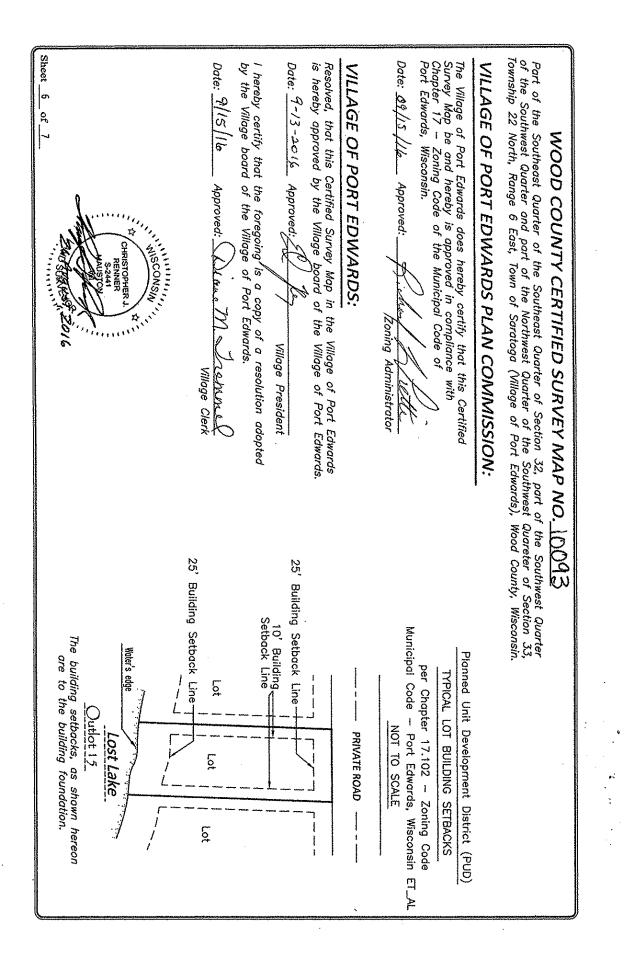
C10	60	68	C7	60	C5	C4	C3	C2	C1	Number		
305.00'	720.00'	720.00'	720.00'	720.00'	430.00'	430.00'	720.00'	430.00'	720.00'	Radius		
8.16,45"	<i>"62,95</i> ,37	68°25'40"	14.51'22"	1.17'35"	24*08'08"	27"40'05"	106"13'41"	51.48.13"	107.31'16"	Delta Angle	Curve D	
S 72'52'15.5" E	S 64.13'15.5" W	S 18'32'06" W	S 23"06'25" E	S 76'20'22.5" W	S 80°47'57" E	N 73"17"56.5" E	S 22"34'44.5" W	N 85*22'00.5" E	S 23'13'32" W	Chord Bearing	Curve Data Table	
44.03'	286.40'	809.69'	186.16'	16.25'	179.80'	205.63'	1151.76'	375.67'	1161.44'	Chord		
		2					1		~			

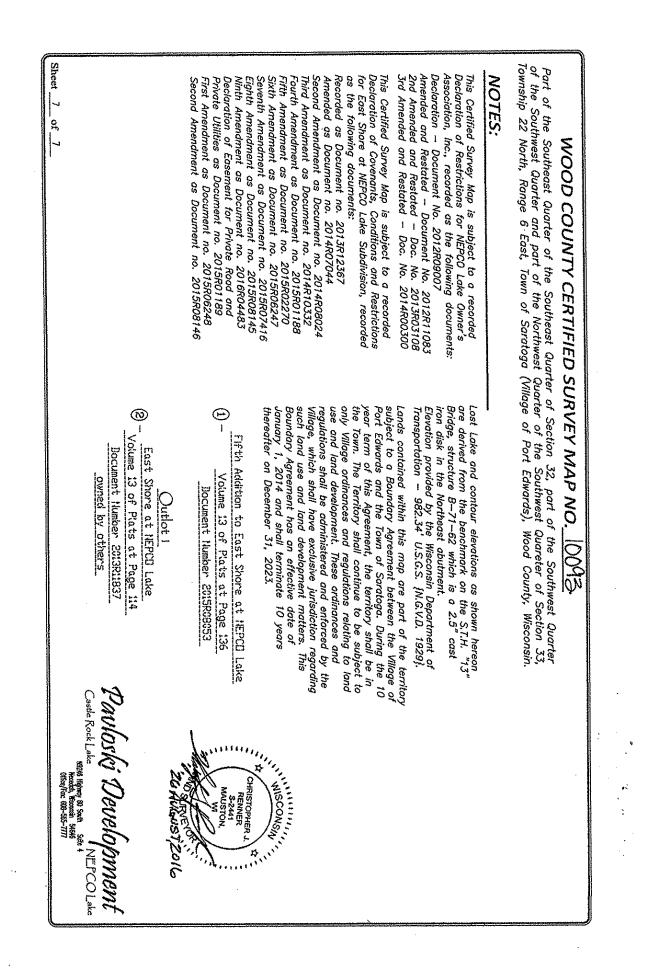
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	Including all lands lying between the for lines extended, the mature line and the water's edge of Lost Lake. Subject to easements, covenants, restrictions and right-of-ways of record. That I have made such survey, land division and map at the direction of Brad Pavloski, for Nepco Lake Development, LLC, owner. That such map is a correct representation of the exterior boundaries of the lands surveyed and the subdivision thereof made: That I have fully compiled with the provisions of Chapter 236 of the Village of Port Edwards in surveying, dividing and mapping the same with the subdivision regulations of the Village of Port Edwards in surveying, dividing and mapping the same with the subdivision. Date: Ze August, 2018 With With the provision of U.R. Renner PLS S-2441 With the subdivision of the Village of Port Edwards in surveying, dividing and mapping the same super streament of the village of the Village of Port Edwards in surveying, dividing and mapping the same super streament super streament super streament super streament super streament super streament super super streament super streament super super streament super streament super streament super streament super streament super super streament super streament super streament super streament super streament super streament super super streament super str	SURVEYOR'S CERTIFICATE: I. Christopher J. Renner, Professional Land Surveyor, hereby certify that I have surveyed, divided and mapped part of the Southeast Quarter of the Southwest Quarter of Section 32, part of the Southwest Quarter of the Southwest Quarter of Section 32, part of the Southwest Quarter of the Southwest Quarter of Section 32, part of the Southwest Quarter of the Southwest Quarter of Section 33, thence N 08'50'." W a distance of A72.79 feet to the North fine of Outlot 1 of East Share at NEPCO Lake and the POINT OF BEGINNING, thence N 19'37'14" W a distance of 326.27 feet thence N 08'46'19" W a distance of 162.39 feet, thence the following bearings and distances along said meander line, N 68'40'14" E a distance of 162.39 feet, thence the following bearings and distances of 171.56 feet to the Eastery line of said Lot 82 a distance of 171.70 feet, thence M 08'46'19" W a distance of 171.70 feet, thence M 08'46'14" E a distance of 120'. Like, thence distance of 215.70 feet, thence M 08'46''. The South line of said Lot 82 a distance of 171.70 feet to the Northeasterly comer thereal, the South line of said Jutio to East Share at NEPCO Lake and a non-tangent curve to the left which has a radius of 430.00 feet, a distance of 22.31 feet to the South line of said Outlot 16 and the arc of said curve a distance of 207.65. E a distance of 205.63 feet, thence along the South line of said Outlot 16 and the arc of said curve a distance of 207.65 feet, thence N 02'5.74". E along the South line of said Outlot 16 and the arc of said curve a distance of 207.65 feet, thence N 02'5.74". E along the South line of said Outlot 16 and the arc of said curve a distance of 207.65 feet, thence N 02'5.74". E along the South line of said Outlot 16 and the arc of said curve a distance of 207.65 feet, thence N 02'5.74". E along the South line of said Outlot 16 and the arc of said curve a distance of 207.65 feet, thence N 02'5.74". E along the South line of said Outlot 16 a distance of 70.00 feet to the Southeestery comer thereo	WOOD COUNTY CERTIFIED SURVEY MAP NO. 10093 Part of the Southeast Quarter of the Southeast Quarter of Section 32, part of the Southwest Quarter of the Southwest Quarter and part of the Northwest Quarter of the Southwest Quareter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.	
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ELEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAST SHORE AT NEPCO LAKE SUBDIVISION Title of Document



2018R03649

TIFFANY R. RINGER WOOD COUNTY REGISTER OF DEEDS RECORDED ON 05/11/2018 10:06AM 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 South 546_____30&P

Document Number

ELEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAST SHORE AT NEPCO LAKE SUBDIVISON

This Eleventh Amendment to Declaration of Covenants, Conditions and Restrictions for East Shore at NEPCO Lake Subdivision is made this 25th day of April, 2018.

RECITALS

WHEREAS, the East Shore at NEPCO Lake Declaration of Covenants, Conditions and Restrictions dated the 23rd day of December, 2013, was recorded on the 26th day of December, 2013, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2013R12367 ("Declaration"); and were amended by an Amendment dated the 9th day of September. 2014. which was recorded on the 10th day of September, 2014, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2014R07044; and were further amended by the Second Amendment dated the 8th day of October, 2014, which was recorded on the 9th day of October, 2014, with the Register of Deeds for Wood County, Wisconsin, 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, Wisconsin, 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 Register of Deeds for Wood County, Wisconsin, 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 Register of Deeds for Wood County, Wisconsin, as Document No. 2015R02270; and were further amended by the Sixth Amendment dated the 15th day of July, 2015, which was recorded on the 21st day of July, 2015, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2015R06247; and were further amended by the Seventh Amendment dated the 18th day of August, 2015, which was recorded on the 19th day of August, 2015, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2015R07416; and were further amended by the Eighth Amendment dated the 10th day of September, 2015, which was recorded on the 11th day of September, 2015, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2015R08145; and were further amended by the Ninth Amendment dated the 18th day of May, 2016, which was recorded on the 9th day of June, 2016, with the Register of Deeds for Wood County, Wisconsin, as Document Vo. 2016R04483; and were further amended by the Tenth Amendment dated the 27th day of September, 2016, which was recorded on the 27th day of September, 2016, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2016R04483; and were further amended by the Tenth Amendment dated the 27th day of September, 2016, which was recorded on the 27th day of September, 2016, which was recorded on the 27th day of September, 2016, which was recorded on the 27th day of September, 2016, which was recorded on the 27th day of September, 2016, which were further amended by the Tenth Amendment dated the Register of Deeds for Wood County, Wisconsin, as Document No. 2016R08102 (together, the "Restrictions"); and

WHEREAS, the Restrictions cover and restrict all Lots and all Outlots within East Shore at NEPCO Lake Subdivision, all Lots and all Outlots other than Outlot 2 within the First Addition to East Shore at NEPCO Lake Subdivision, all Lots and all Outlots within the Second Addition to East Shore at NEPCO Lake Subdivision, all Lots within Wood County Certified Survey Map number 9848, all Lots and Outlots within Wood County Certified Survey Map number 9857 including Sunset Point Condominium, all Lots within the Third Addition to East Shore at NEPCO Lake Subdivision, all Lots and Outlot 9 within the Fourth Addition to East Shore at NEPCO Lake Subdivision, all Lots and Outlots 10, 15 and 16 within the Fifth Addition to East Shore at NEPCO Lake Subdivision including White Pine Point II Condominium, Lot 1 of Wood County Certified Survey Map number 10064, Lot 2 of Wood County Certified Survey Map number 10093 and all Lots within Lost Lake South at East Shore subdivision, located in the Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin, which are legally described on Exhibit A attached hereto and incorporated herein by reference ("Subject Property"); and WHEREAS, the first page and Article XXIII of the Restrictions provides that the Declarant or its Affiliates have the sole right to amend the Restrictions, grant easements and to subject to the Restrictions the remaining Land included on Exhibit A to the Declaration; and

WHEREAS, East Shore 13 Access, LLC and Mizuumi Protection, Ltd. are Affiliates of the Declarant ("Declarant's Affiliate"), and are the successor to the Declarant as owners of a portion of the Land described on Exhibit A to the Declaration; and

WHEREAS, the Declarant has recorded a Declaration of Easement for Private Road and Private Utilities to create and define the location and usage of the "Roadway Property"; and

WHEREAS, the Roadway Property consists of certain Outlots located within the Subject Property that have been transferred to East Shore Community Association, Ltd. for use as private roads and easements within the development; and

WHEREAS, Nepco Lake Development, LLC has transferred its rights as Declarant to a portion of the Land to its Affiliates to subject certain lands to the Declaration, to grant to its Affiliates and the owners of lots in the Affiliates' other developments the rights and obligations set forth in the Declaration, and to retain unto itself the right to use certain Outlots located within the Subject Property as described within the Restrictions; and

WHEREAS, the Declarant desires to amend the Restrictions to define the term "Lots" as referred to in the Restrictions; and

WHEREAS, the Declarant desires to amend and update Article II of the Restrictions to further define what constitutes re-dividing or subdivision of the Subject Property; and

WHEREAS, the Declarant desires to amend and update Article VI and Article VII of the Restrictions to establish a fee schedule for the review of plans by the Architectural Control Committee as set forth in this Amendment and as otherwise provided herein; and WHEREAS, the Declarant desires to amend and update Article VII of the Restrictions to establish fines to be levied by the Architectural Control Committee if construction has begun prior to the approval of plans as allowed for therein; and

WHEREAS, the Declarant desires to amend and update Article VII of the Restrictions to establish an approved builder, contractor and subcontractor list; and

WHEREAS, the Declarant desires to amend certain provisions of Article XIII of the Restrictions to define the restriction of the placement of signs and establish a fine for not remedying identified violations; and

WHEREAS, the Declarant desires to amend the Restrictions to provide for additional covenants and restrictions requiring that Boles-Wallner Abstract & Title, Inc. of Wisconsin Rapids, Wisconsin be the exclusive closing agent for all conveyances of Lots within the Subject Property, and future additional Lots.

NOW, THEREFORE, the Restrictions are hereby amended as follows:

- 1. The Declarant and Declarant's Affiliates hereby declare that the Lot Owners in the Land and Expansion Property of the Restrictions, when platted, shall continue to have the right to grant easements and use the common areas and Roadway Property. Once platted and conveyed by the Declarant or Declarant's Affiliates, the East Shore Community Association, Ltd. shall levy the pro rata portion of the assessments against all Lot Owners, purchasers and their successors of any portion of the Land and Expansion Property, and each and every conveyance of any portion thereof, will be subject to the terms therein.
- 2. Any lots and units that have been created or that will be created in the future by division of the Lands or Subject Property through subdivision plat, certified survey map, condominium plat, or otherwise are referred to in the Restrictions as the "Lots".

3. The third paragraph of Article II shall be deleted in its entirety and replaced with the following:

"For all parties other than the Declarant, a Successor Declarant, or any of the Declarant's Affiliates, the re-dividing or subdividing of any portion of the Subject Property is prohibited. Multiple Lots may be consolidated into a single Lot. Once consolidated, the resulting Lot may not be subdivided or re-divided into its original Lots without the express written consent of the Declarant."

4.

Article VI – Architectural Control Committee

The fourth sentence of Article VII shall be amended and replaced with the following:

"The Committee members (other than the Developer for plan review) shall not be entitled to compensation for services performed pursuant to this paragraph."

Article VII – Architectural Control

The following language shall be added to the end of Article VII:

"The Developer shall be paid the following fees prior to reviewing any of the following plans:

- 1. Review of house plans = \$500
- 2. Review of landscaping plans = 200
- 3. Review of driveway plans = 100

5. <u>Article VII – Architectural Control</u>

The following language shall be added to the end of the first paragraph of Article VII:

"No building permits shall be applied for until all plans have been approved by the Committee. Acquiring a building permit prior to Committee approval shall require the offending Lot owner to pay the fines set forth below."

The following language shall be added to the end of Article VII:

"The Owner's Association, on behalf of the Architectural Control Committee (Developer) shall have the right to assess fines against the Lot Owner if work has begun prior to the approval of plans associated with construction as follows:

- 1. No approval of house plans = \$2,500 fine
- 2. No approval of landscaping plans = \$500 fine
- 3. No approval of driveway plans = \$250 fine"

Article VII – Architectural Control

The third and fourth sentences of Article VII shall be amended and replaced with the following:

"Developer and the Committee shall have the sole right to prohibit builders, general contractors and subcontractors including but not limited to electricians, plumbers, drywall companies, HVAC companies, insulation companies, landscapers and driveway construction companies from building structures or improvements on the Lots. There is an approved builder, contractor and subcontractor list that may be amended from time to time by the Developer. Each Lot owner shall have the obligation to determine if a builder, contractor or subcontractor is on the Developer's approved list prior to entering into any contract for the construction of improvements."

7. <u>Article XIII – Signs</u>

Article XIII shall be deleted in its entirety and replaced with the following:

No sign or information tube of any kind advertising a Lot or home for sale shall be allowed or be displayed to the public view on any Lot except for the following:

(1) Such signs as may be used by the Developer in Developer's discretion in conjunction with Lot or home sales on the Lands or other developments of the Developer or its Affiliates to be placed on Lots or Outlots.

(2) One or more subdivision entrance signs surrounded with landscaping may be erected by the Developer and/or by the Owner's Association.

In the event the Association or Developer provides notice to a Lot Owner that they have a prohibited tube style sign or other sign advertising a lot/home for sale on their property, the Lot Owner shall have 10 days to remove the info tube or sign. If the violation is not corrected within the 10 day period, the Association or Developer shall have the right to remove the info tube or sign and specially assess the Lot owner a fine of \$500.

The following language shall be added after the end of Article XXVII:

"ARTICLE XXVIII"

"EXCLUSIVE CLOSING AGENT FOR LOT TRANSERS"

"Each Lot Owner hereby agrees that for any conveyance of a Lot or portion thereof within the Subject Property, and any additions thereto, the Lot Owner shall hire Boles-Wallner Abstract & Title, Inc. of Wisconsin Rapids, Wisconsin as closing agent for such conveyance."

6.

8.

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

IN WITNESS WHEREOF, this Eleventh Amendment to the Declaration of Covenants, Conditions and Restrictions for East Shore at NEPCO Lake Subdivision is executed by Nepco Lake Development, LLC; East Shore 13 Access, LLC; Mizuumi Protection, Ltd and East Shore Community Association, Ltd as of the day and year first written above.

(Signatures appear on the next page following)

(Declarant)

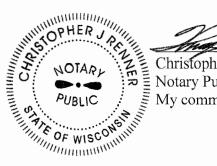
Nepco Lake Development, LLC

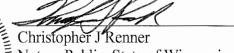
By: Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN COUNTY OF JUNEAU

On this 25th day of April, 2018, before me appeared Brad Pavloski, Member of Nepco Lake Development, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.





Notary Public, State of Wisconsin My commission expires: January 23, 2022

(Affiliate)

East Shore 13 Access, LLC By:

Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN COUNTY OF JUNEAU

On this 25th day of April, 2018, before me appeared Brad Pavloski, Member of East Shore 13 Access, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.



Christopher J Renner Notary Public, State of Wisconsin My commission expires: January 23, 2022

(Affiliate) Mizuumi Protection, Ltd. By: Brad Pavloski, President By:

Patrick Pavloski, Vice-President

ACKNOWLEDGMENT

STATE OF WISCONSIN COUNTY OF JUNEAU

On this 25th day of April, 2018, before me appeared Brad Pavloski, President of Mizuumi Protection, Ltd.; and Patrick Pavloski, Vice-President of Mizuumi Protection, Ltd., to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.



Christopher J Renner Notary Public, State of Wisconsin My commission expires: January 23, 2022

(Association)

East Shore Community Association, Ltd. By: Brad Pavloski, President By: Patrick Pavloski, Vice-President

ACKNOWLEDGMENT

STATE OF WISCONSIN COUNTY OF JUNEAU

On this 25th day of April, 2018, before me appeared Brad Pavloski, President of East Shore Community Association, Ltd.; and Patrick Pavloski, Vice-President of East Shore Community Association, Ltd., to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.

PUBLIC PUBLIC PUBLIC Christopher J Renner Notary Public, State of Wisconsin My commission expires: January 23, 2022

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 SUBJECT PROPERTY

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

Lot 1 of Wood County Certified Survey Map number 9777. Filed on the 7th day of August, 2014 in Volume 35 of Survey Maps at 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.

Lot 30 through Lot 39 inclusive, Outlot 3 and Outlot 4 of First Addition to East Shore at NEPCO Lake. Filed on the 10th day of September, 2014 in Volume 13 of Plats at Page 122 as Document number 2014R07043. Located in the Southeast Quarter of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 32, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

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

Lot 1 of Wood County Certified Survey Map number 9814. Filed on the 15th day of October, 2014 in Volume 35 of Survey Maps at 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.

Lot 1 of Wood County Certified Survey Map number 9820. Filed on the 22nd day of October, 2014 in Volume 35 of Survey Maps at 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.

Lot 1 of Wood County Certified Survey Map number 9833. Filed on the 20th day of November, 2014 in Volume 35 of Survey Maps at 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.

Lot 1 of Wood County Certified Survey Map number 9837. Filed on the 3rd day of December, 2014 in Volume 35 of Survey Maps at 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.

Lots 1 and 2 of Wood County Certified Survey Map number 9848. Filed on the 30th day of December, 2014 in Volume 35 of Survey Maps at 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.

Lot 1, Outlot 1 and Outlot 2 of Wood County Certified Survey Map number 9857. Filed on the 11th day of February, 2015 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 Northwest 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.

Units 1, 2, 3 and 5 through 16 inclusive of Sunset Point Condominium recorded in Volume 1 of Condominium Plats, Page 54 as Document number 2015R01191. Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R01190. Including Sunset Point Condominium Addendum recorded in Volume 1 of Condominium Plats, Page 56 as Document number 2015R06250. First Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R06249. Also including Sunset Point Condominium Addendum #2 recorded in Volume 1 of Condominium Plats, Page 57 as Document number 2015R06470. Second Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R06469. Also including Sunset Point Condominium Addendum #3 recorded in Volume 1 of Condominium Plats, Page 59 as Document number 2016R02004. Third Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2016R02003. Also including Sunset Point Condominium Addendum #4 recorded in Volume 1 of Condominium Plats, Page 62 as Document number 2016R10933. Fourth Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2016R10932. Located in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

Lot 54 through Lot 61 inclusive of Third Addition to East Shore at NEPCO Lake. Filed on the 12th day of March, 2015 in Volume 13 of Plats at Page 125 as Document number 2015R01950. Located in the Southwest Quarter of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter, the Northwest Quarter of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

Lot 62 through Lot 73 inclusive and Outlot 9 of Fourth Addition to East Shore at NEPCO Lake. Filed on the 15th day of July, 2015 in Volume 13 of Plats at Page 134 as Document number 2015R06031. Located in the Southwest Quarter of the Northwest Quarter, 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.

Lot 74 through Lot 95 inclusive and Outlots 10, 15 and 16 of Fifth Addition to East Shore at NEPCO Lake. Filed on the 9th 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 and the Southeast Quarter of the Southeast Quarter of Section 32 and the Northeast Quarter of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter, the Southeast Quarter of the Southwest Quarter of the Northwest Quarter, the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

Lot - 1 of Wood County Certified Survey Map number 10005. Filed on the 9th day of March, 2016 in Volume 36 of Survey Maps at Page 105 as Document number 2016R01647. Located in the Southwest Quarter of the Northwest Quarter and 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.

Lot 1 of Wood County Certified Survey Map number 10064. Filed on the 14th day of July, 2016 in Volume 36 of Survey Maps at Page 164 as Document number 2016R05605. 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.

Lot 2 of Wood County Certified Survey Map number 10093. Filed on the 26th day of September, 2016 in Volume 36 of Survey Maps at Page 193 as Document number 2016R08047. Located in the Southeast Quarter of the Southeast Quarter of Section 32, the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

Lot - 1 of Wood County Certified Survey Map number 10132. Filed on the 22nd day of December, 2016 in Volume 37 of Survey Maps at Page 32 as Document number 2016R11006. 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.

Lot 1, Lot 2 and Lot 3 of Lost Lake South at East Shore. Filed on the 16th day of January, 2017 in Volume 13 of Plats at Page 150 as Document number 2017R00355. Located in the Southeast Quarter of the Southeast Quarter of Section 32 and the Southwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

Lots 1 and 2 of Wood County Certified Survey Map number 10177. Filed on the 21st day of April, 2017 in Volume 37 of Survey Maps at Page 77 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.

Units 1, 2, and 3 of White Pine Point II Condominium recorded in Volume 1 of Condominium Plats, Page 63 as Document number 2017R03259. Declaration of Condominium for White Pine Point II Condominium recorded as Document number 2017R03258. 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.

Document Number

81 1 81< TWELFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAST SHORE AT **NEPCO LAKE SUBDIVISION** Title of Document

2021R05901 TIFFANY R. RINGER WOOD COUNTY REGISTER OF DEEDS RECORDED ON 05/26/2021 09:20 AM RECORDING FEES 30.00 EXEMPT #: PAGES: 10

Name and Return Address:

Pavloski Development LLC N8674 State Road 58 New Lisbon, WI. 53950

<u>TWELFTH AMENDMENT TO DECLARATION OF</u> <u>COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAST SHORE AT NEPCO</u> <u>LAKE SUBDIVISON</u>

This Twelfth Amendment to Declaration of Covenants, Conditions and Restrictions for East Shore at NEPCO Lake Subdivision is made this 12th day of May, 2021.

RECITALS

WHEREAS, the East Shore at NEPCO Lake Declaration of Covenants, Conditions and Restrictions dated the 23rd day of December, 2013, was recorded on the 26th day of December, 2013, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2013R12367 ("Declaration"); and were amended by an Amendment dated the 9th day of September, 2014, which was recorded on the 10th day of September, 2014, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2014R07044; and were further amended by the Second Amendment dated the 8th day of October, 2014, which was recorded on the 9th day of October, 2014, with the Register of Deeds for Wood County, Wisconsin, 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, Wisconsin, 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 Register of Deeds for Wood County, Wisconsin, 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 Register of Deeds for Wood County, Wisconsin, as Document No. 2015R02270; and were further amended by the Sixth Amendment dated the 15th day of July, 2015, which was recorded on the 21st day of July, 2015, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2015R06247; and were further amended by the

Seventh Amendment dated the 18th day of August, 2015, which was recorded on the 19th day of August, 2015, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2015R07416; and were further amended by the Eighth Amendment dated the 10th day of September, 2015, which was recorded on the 11th day of September, 2015, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2015R08145; and were further amended by the Ninth Amendment dated the 18th day of May, 2016, which was recorded on the 9th day of June, 2016, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2016R04483; and were further amended by the Tenth Amendment dated the 27th day of September, 2016, which was recorded on the 27th day of September, 2016, which was recorded on the 27th day of September, 2016, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2016R04483; and were further amended by the Tenth Amendment dated the 27th day of September, 2016, which was recorded on the 27th day of September, 2016, which was recorded on the 27th day of September, 2016, which was recorded on the 27th day of September, 2016, which was recorded on the 27th day of September, 2016, which was recorded on the 11th day of May, 2018, which was recorded on the 11th day of May, 2018, which was recorded on the 11th day of May, 2018, which was recorded on the 11th day of May, 2018, which was recorded on the 11th day of May, 2018, which was recorded on the 11th day of May, 2018, which was recorded on the 11th day of May, 2018, which was recorded on the 11th day of May, 2018, which was recorded on the 11th day of May, 2018, which was recorded on the 11th day of May, 2018, which was recorded on the 11th day of May, 2018, which was recorded on the 11th day of May, 2018, which was recorded on the 11th day of May, 2018, which was recorded on the 11th day of May, 2018, which was recorded on the 11th day of May, 2018, which was recorded on the 11th day of May, 2018, which was recorded on the 11th day of May, 2018

WHEREAS, the Restrictions cover and restrict all Lots and all Outlots within East Shore at NEPCO Lake Subdivision, all Lots and all Outlots other than Outlot 2 within the First Addition to East Shore at NEPCO Lake Subdivision, all Lots and all Outlots within the Second Addition to East Shore at NEPCO Lake Subdivision, all Lots within Wood County Certified Survey Map number 9848, all Lots and Outlots within Wood County Certified Survey Map number 9857 including Sunset Point Condominium, all Lots within the Third Addition to East Shore at NEPCO Lake Subdivision, all Lots and Outlot 9 within the Fourth Addition to East Shore at NEPCO Lake Subdivision, all Lots and Outlots 10, 15 and 16 within the Fifth Addition to East Shore at NEPCO Lake Subdivision including White Pine Point II Condominium, Lot 1 of Wood County Certified Survey Map number 10064, Lot 2 of Wood County Certified Survey Map number 10093 and all Lots within Lost Lake South at East Shore subdivision, located in the Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin, which are legally described on Exhibit A attached hereto and incorporated herein by reference ("Subject Property"); and

WHEREAS, the first page and Article XXIII of the Restrictions provides that the Declarant or its Affiliates have the sole right to amend the Restrictions, grant easements and to subject to the Restrictions the remaining Land included on Exhibit A to the Declaration; and

WHEREAS, the Declarant desires to amend the Restrictions to include the lands legally described on Exhibit B hereto. Upon recording of this instrument, the lands described on Exhibit B attached hereto shall be added to the development and be subject to the terms and conditions of the Restrictions.

NOW, THEREFORE, the Restrictions are hereby amended as follows:

1. The lands described on Exhibit B attached hereto are hereby added to the development and subject to the terms and conditions of the Restrictions.

IN WITNESS WHEREOF, this Twelfth Amendment to the Declaration of Covenants, Conditions and Restrictions for East Shore at NEPCO Lake Subdivision is executed by the Declarant as of the day and year first written above.

(Signatures appear on the next page following)

(Declarant)

Nepco Lake Development, LLC

By,

Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN COUNTY OF JUNEAU

On this 12th day of May, 2021, before me appeared Brad Pavloski, Member of Nepco Lake Development, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.

Christopher J Renner Netary Public, State of Wisconsin My commission expires: January 23, 2022

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 SUBJECT PROPERTY

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

Lot 1 of Wood County Certified Survey Map number 9777. Filed on the 7th day of August, 2014 in Volume 35 of Survey Maps at 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.

Lot 30 through Lot 39 inclusive, Outlot 3 and Outlot 4 of First Addition to East Shore at NEPCO Lake. Filed on the 10th day of September, 2014 in Volume 13 of Plats at Page 122 as Document number 2014R07043. Located in the Southeast Quarter of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 32, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

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

Lot 1 of Wood County Certified Survey Map number 9814. Filed on the 15th day of October, 2014 in Volume 35 of Survey Maps at 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.

Lot 1 of Wood County Certified Survey Map number 9820. Filed on the 22nd day of October, 2014 in Volume 35 of Survey Maps at 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.

Lot 1 of Wood County Certified Survey Map number 9833. Filed on the 20th day of November, 2014 in Volume 35 of Survey Maps at 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.

Lot 1 of Wood County Certified Survey Map number 9837. Filed on the 3rd day of December, 2014 in Volume 35 of Survey Maps at 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.

Lots 1 and 2 of Wood County Certified Survey Map number 9848. Filed on the 30th day of December, 2014 in Volume 35 of Survey Maps at 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.

Lot 1, Outlot 1 and Outlot 2 of Wood County Certified Survey Map number 9857. Filed on the 11th day of February, 2015 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 Northwest 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.

Units 1, 2, 3 and 5 through 16 inclusive of Sunset Point Condominium recorded in Volume 1 of Condominium Plats, Page 54 as Document number 2015R01191. Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R01190. Including Sunset Point Condominium Addendum recorded in Volume 1 of Condominium Plats, Page 56 as Document number 2015R06250. First Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R06249. Also including Sunset Point Condominium Addendum #2 recorded in Volume 1 of Condominium Plats, Page 57 as Document number 2015R06470. Second Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R06469. Also including Sunset Point Condominium Addendum #3 recorded in Volume 1 of Condominium Plats, Page 59 as Document number 2016R02004. Third Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2016R02003. Also including Sunset Point Condominium Addendum #4 recorded in Volume 1 of Condominium Plats, Page 62 as Document number 2016R10933, Fourth Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2016R10932. Located in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

Lot 54 through Lot 61 inclusive of Third Addition to East Shore at NEPCO Lake. Filed on the 12th day of March, 2015 in Volume 13 of Plats at Page 125 as Document number 2015R01950. Located in the Southwest Quarter of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter, the Northwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

Lot 62 through Lot 73 inclusive and Outlot 9 of Fourth Addition to East Shore at NEPCO Lake. Filed on the 15th day of July, 2015 in Volume 13 of Plats at Page 134 as Document number 2015R06031. Located in the Southwest Quarter of the Northwest Quarter, 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.

Lot 74 through Lot 95 inclusive and Outlots 10, 15 and 16 of Fifth Addition to East Shore at NEPCO Lake. Filed on the 9th 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 and the Southeast Quarter of the Southeast Quarter of Section 32 and the Northeast Quarter of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter, the Southeast Quarter of the Southwest Quarter of the Northwest Quarter, the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

Lot - 1 of Wood County Certified Survey Map number 10005. Filed on the 9th day of March, 2016 in Volume 36 of Survey Maps at Page 105 as Document number 2016R01647. Located in the Southwest Quarter of the Northwest Quarter and 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.

Lot 1 of Wood County Certified Survey Map number 10064. Filed on the 14th day of July, 2016 in Volume 36 of Survey Maps at Page 164 as Document number 2016R05605. 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.

Lot 2 of Wood County Certified Survey Map number 10093. Filed on the 26th day of September, 2016 in Volume 36 of Survey Maps at Page 193 as Document number 2016R08047. Located in 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.

Lot - 1 of Wood County Certified Survey Map number 10132. Filed on the 22nd day of December, 2016 in Volume 37 of Survey Maps at Page 32 as Document number 2016R11006. 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.

Lot 1, Lot 2 and Lot 3 of Lost Lake South at East Shore. Filed on the 16th day of January, 2017 in Volume 13 of Plats at Page 150 as Document number 2017R00355. Located in the Southeast Quarter of the Southeast Quarter of Section 32 and the Southwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

Lots 1 and 2 of Wood County Certified Survey Map number 10177. Filed on the 21st day of April, 2017 in Volume 37 of Survey Maps at Page 77 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.

Units 1, 2, and 3 of White Pine Point II Condominium recorded in Volume 1 of Condominium Plats, Page 63 as Document number 2017R03259. Declaration of Condominium for White Pine Point II Condominium recorded as Document number 2017R03258. 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.

Lot - 1 of Wood County Certified Survey Map number 10427. Filed on the 28th day of August, 2018 in Volume 38 of Survey Maps at Page 127 as Document number 2018R07240. Located in the Southwest Quarter of the Northwest Quarter and 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.

Lot - 1 of Wood County Certified Survey Map number 10533. Filed on the 6th day of May, 2019 in Volume 39 of Survey Maps at Page 33 as Document number 2019R03051. Located in the Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 32, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

Lots 1 and 2 of Wood County Certified Survey Map number 10587. Filed on the 14th day of August, 2019 in Volume 39 of Survey Maps at Page 87 as Document number 2019R06464. Located in the Northwest 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.

Lot - 1 of Wood County Certified Survey Map number 10740. Filed on the 2nd day of July, 2020 in Volume 40 of Survey Maps at Page 40 as Document number 2020R06342. Located in the Northeast Quarter of the Southeast Quarter, 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.

Lot - 1 of Wood County Certified Survey Map number 10771. Filed on the 11th day of September, 2020 in Volume 40 of Survey Maps at Page 71 as Document number 2020R09322. Located in the Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 32, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

Lots 1 and 2 of Wood County Certified Survey Map number 10828. Filed on the 4th day of January, 2021 in Volume 40 of Survey Maps at Page 128 as Document number 2021R00102. Located in the Southeast Quarter of the Southeast Quarter of Section 32, the Northwest Quarter of the Southwest Quarter and the Southwest 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 ADDITIONAL SUBJECT PROPERTY

Part of the Southeast Quarter of the Southeast Quarter of Section 32, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin, bounded and described as follows;

Commencing at the Southeast corner of said Section 32, thence N 21°26'32" W a distance of 481.55 feet to the POINT OF BEGINNING, thence N 12°24'09" W a distance of 356.85 feet to a meander line of Lost Lake being Outlot 15 of Fifth Addition to East Shore at NEPCO Lake, thence S 68°55'38" E along said meander line a distance of 65.97 feet to a meander corner on the West line of Lot 1 of Lost Lake South at East Shore, thence S 19°37'14" E along the West line of said Lot 1 a distance of 326.27 feet to the Southwest corner thereof and a non-tangent curve to the right which has a radius of 720.00 feet, a delta angle of 07°39'05" and a chord that bears S 79°31'07.5" W a distance of 96.08 feet, thence along the arc of said curve and an extension of the South line of said Lot 1 a distance of 96.15 feet to the POINT OF BEGINNING.

Including all lands lying between the lot lines extended, the meander line and the water's edge of Lost Lake.

Document Number

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THIRTEENTH AMENDMENT TO **DECLARATION OF COVENANTS, CONDITIONS** AND RESTRICTIONS FOR EAST SHORE AT **NEPCO LAKE SUBDIVISION** Title of Document

Tx:4106223

2022R10314 TIFFANY R. RINGER WOOD COUNTY REGISTER OF DEEDS RECORDED ON 11/07/2022 10:10 AM RECORDING FEES 30.00 EXEMPT #: PAGES: 16

Name and Return Address:

Pavloski Development LLC N8674 State Road 58 New Lisbon, WI. 53950

THIRTEENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAST SHORE AT NEPCO LAKE SUBDIVISON

This Thirteenth Amendment to Declaration of Covenants, Conditions and Restrictions for East Shore at NEPCO Lake Subdivision is made this 30th day of October, 2022.

RECITALS

WHEREAS, the East Shore at NEPCO Lake Declaration of Covenants, Conditions and Restrictions dated the 23rd day of December, 2013, was recorded on the 26th day of December, 2013, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2013R12367 ("Declaration"); and were amended by an Amendment dated the 9th day of September, 2014, which was recorded on the 10th day of September, 2014, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2014R07044; and were further amended by the Second Amendment dated the 8th day of October, 2014, which was recorded on the 9th day of October, 2014, with the Register of Deeds for Wood County, Wisconsin, 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, Wisconsin, 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 Register of Deeds for Wood County, Wisconsin, 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 Register of Deeds for Wood County, Wisconsin, as Document No. 2015R02270; and were further amended by the Sixth Amendment dated the 15th day of July, 2015, which was recorded on the 21st day of July, 2015, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2015R06247; and were further amended by the Seventh Amendment dated the 18th day of August, 2015, which was recorded on the 19th day of August, 2015, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2015R07416; and were further amended by the Eighth Amendment dated the 10th day of September, 2015, which was recorded on the 11th day of September, 2015, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2015R08145; and were further amended by the Ninth Amendment dated the 18th day of May, 2016, which was recorded on the 9th day of June, 2016, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2016R04483; and were further amended by the Tenth Amendment dated the 27th day of September, 2016, which was recorded on the 27th day of September, 2016, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2016R08102; and were further amended by the Eleventh Amendment dated the 25th day of April, 2018, which was recorded on the 11th day of May, 2018, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2018R03649; and were further amended by the Twelfth Amendment dated the 12th day of May, 2021, which was recorded on the 26th day of May, 2021, with the Register of Deeds for Wood County, Wisconsin, as Document No. 2021R05901 (together, the "Restrictions"); and

WHEREAS, the Restrictions cover and restrict all Lots and all Outlots within East Shore at NEPCO Lake Subdivision, all Lots and all Outlots other than Outlot 2 within the First Addition to East Shore at NEPCO Lake Subdivision, all Lots and all Outlots within the Second Addition to East Shore at NEPCO Lake Subdivision, all Lots within Wood County Certified Survey Map number 9848, all Lots and Outlots within Wood County Certified Survey Map number 9857 including Sunset Point Condominium, all Lots within the Third Addition to East Shore at NEPCO Lake Subdivision, all Lots and Outlot 9 within the Fourth Addition to East Shore at NEPCO Lake Subdivision, all Lots and Outlots 10, 15 and 16 within the Fifth Addition to East Shore at NEPCO Lake Subdivision including White Pine Point II Condominium, Lot 1 of Wood County Certified Survey Map number 10064, Lot 2 of Wood County Certified Survey Map number 10093, all Lots within Lost Lake South at East Shore subdivision and Lot 1 of Wood County Certified Survey Map number 10907, located in the Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin, which are legally described on Exhibit A attached hereto and incorporated herein by reference ("Subject Property"); and

WHEREAS, the first page and Article XXIII of the Restrictions provides that the Declarant or its Affiliates have the sole right to amend the Restrictions, grant easements and to subject to the Restrictions the remaining Land included on Exhibit A to the Declaration; and

WHEREAS, the Declarant desires to amend the Restrictions to include the lands legally described on Exhibit B hereto. Upon recording of this instrument, the lands described on Exhibit B attached hereto shall be added to the development and be subject to the terms and conditions of the Restrictions.

WHEREAS, the Declarant desires to amend and update Article XXVIII of the Restrictions to designate additional approved closing agents for all conveyances of Lots within the Subject Property, and future additional Lots.

NOW, THEREFORE, the Restrictions are hereby amended as follows:

1. Lot 1, Lot 2 and Lot 3 of Wood County Certified Survey Map number 11197 as described on Exhibit B and depicted on Exhibit C attached hereto are hereby added to the development and subject to the terms and conditions of the Restrictions, as amended herein.

2. <u>Article XXVIII–Exclusive Closing Agent for Lot Transfers</u> Article XXVII shall be amended and restated as follows:

<u>"DESIGNATED CLOSING AGENTS FOR LOT TRANSFERS"</u>

"Each Lot Owner hereby agrees that for any conveyance of a Lot or portion thereof within the Subject Property, and any additions thereto, the Lot Owner shall hire Boles-Wallner Abstract & Title, Inc. of Wisconsin Rapids, Wisconsin as closing agent for such conveyance. Other closing agents may be considered at the Declarant's discretion and with the prior written consent of the Declarant."

IN WITNESS WHEREOF, this Thirteenth Amendment to the Declaration of Covenants, Conditions and Restrictions for East Shore at NEPCO Lake Subdivision is executed by the Declarant as of the day and year first written above.

(Declarant)

Nepco Lake Development, LLC

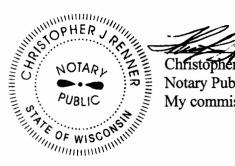
By: 🗹

Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN COUNTY OF JUNEAU

On this 30th day of October, 2022, before me appeared Brad Pavloski, Member of Nepco Lake Development, LLC, to me personally known, who, being by me duly sworn, did say that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.



Christopher J Renner

Notary Public, State of Wisconsin My commission expires: 23 January, 2026

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 SUBJECT PROPERTY

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

Lot 1 of Wood County Certified Survey Map number 9777. Filed on the 7th day of August, 2014 in Volume 35 of Survey Maps at 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.

Lot 30 through Lot 39 inclusive, Outlot 3 and Outlot 4 of First Addition to East Shore at NEPCO Lake. Filed on the 10th day of September, 2014 in Volume 13 of Plats at Page 122 as Document number 2014R07043. Located in the Southeast Quarter of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 32, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

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

Lot 1 of Wood County Certified Survey Map number 9814. Filed on the 15th day of October, 2014 in Volume 35 of Survey Maps at 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.

Lot 1 of Wood County Certified Survey Map number 9820. Filed on the 22nd day of October, 2014 in Volume 35 of Survey Maps at 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.

Lot 1 of Wood County Certified Survey Map number 9833. Filed on the 20th day of November, 2014 in Volume 35 of Survey Maps at 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.

Lot 1 of Wood County Certified Survey Map number 9837. Filed on the 3rd day of December, 2014 in Volume 35 of Survey Maps at 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.

Lots 1 and 2 of Wood County Certified Survey Map number 9848. Filed on the 30th day of December, 2014 in Volume 35 of Survey Maps at 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.

Lot 1, Outlot 1 and Outlot 2 of Wood County Certified Survey Map number 9857. Filed on the 11th day of February, 2015 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 Northwest Quarter of the Southwest Quarter and the Northwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

Units 1, 2, 3 and 5 through 16 inclusive of Sunset Point Condominium recorded in Volume 1 of Condominium Plats, Page 54 as Document number 2015R01191. Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R01190. Including Sunset Point Condominium Addendum recorded in Volume 1 of Condominium Plats, Page 56 as Document number 2015R06250. First Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R06249. Also including Sunset Point Condominium Addendum #2 recorded in Volume 1 of Condominium Plats, Page 57 as Document number 2015R06470. Second Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2015R06469. Also including Sunset Point Condominium Addendum #3 recorded in Volume 1 of Condominium Plats, Page 59 as Document number 2016R02004. Third Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2016R02003. Also including Sunset Point Condominium Addendum #4 recorded in Volume 1 of Condominium Plats, Page 62 as Document number 2016R10933. Fourth Amendment to Declaration of Condominium for Sunset Point Condominium recorded as Document number 2016R10932. Located in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

Lot 54 through Lot 61 inclusive of Third Addition to East Shore at NEPCO Lake. Filed on the 12th day of March, 2015 in Volume 13 of Plats at Page 125 as Document number 2015R01950. Located in the Southwest Quarter of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter, the Northwest Quarter of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

Lot 62 through Lot 73 inclusive and Outlot 9 of Fourth Addition to East Shore at NEPCO Lake. Filed on the 15th day of July, 2015 in Volume 13 of Plats at Page 134 as Document number 2015R06031. Located in the Southwest Quarter of the Northwest Quarter, 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.

Lot 74 through Lot 95 inclusive and Outlots 10, 15 and 16 of Fifth Addition to East Shore at NEPCO Lake. Filed on the 9th 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 and the Southeast Quarter of the Southeast Quarter of Section 32 and the Northeast Quarter of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter, the Southeast Quarter of the Southwest Quarter of the Northwest Quarter, the Southwest Quarter of the Southwest Quarter and the Northwest Quarter, the Southwest Quarter of the Southwest Quarter and the Northwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

Lot - 1 of Wood County Certified Survey Map number 10005. Filed on the 9th day of March, 2016 in Volume 36 of Survey Maps at Page 105 as Document number 2016R01647. Located in the Southwest Quarter of the Northwest Quarter and 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.

Lot 1 of Wood County Certified Survey Map number 10064. Filed on the 14th day of July, 2016 in Volume 36 of Survey Maps at Page 164 as Document number 2016R05605. 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.

Lot 2 of Wood County Certified Survey Map number 10093. Filed on the 26th day of September, 2016 in Volume 36 of Survey Maps at Page 193 as Document number 2016R08047. Located in 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.

Lot - 1 of Wood County Certified Survey Map number 10132. Filed on the 22nd day of December, 2016 in Volume 37 of Survey Maps at Page 32 as Document number 2016R11006. 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.

Lot 1, Lot 2 and Lot 3 of Lost Lake South at East Shore. Filed on the 16th day of January, 2017 in Volume 13 of Plats at Page 150 as Document number 2017R00355. Located in the Southeast Quarter of the Southeast Quarter of Section 32 and the Southwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

Lots 1 and 2 of Wood County Certified Survey Map number 10177. Filed on the 21st day of April, 2017 in Volume 37 of Survey Maps at Page 77 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.

Units 1, 2, and 3 of White Pine Point II Condominium recorded in Volume 1 of Condominium Plats, Page 63 as Document number 2017R03259. Declaration of Condominium for White Pine Point II Condominium recorded as Document number 2017R03258. 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.

Lot - 1 of Wood County Certified Survey Map number 10427. Filed on the 28th day of August, 2018 in Volume 38 of Survey Maps at Page 127 as Document number 2018R07240. Located in the Southwest Quarter of the Northwest Quarter and 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.

Lot - 1 of Wood County Certified Survey Map number 10533. Filed on the 6th day of May, 2019 in Volume 39 of Survey Maps at Page 33 as Document number 2019R03051. Located in the Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 32, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

Lots 1 and 2 of Wood County Certified Survey Map number 10587. Filed on the 14th day of August, 2019 in Volume 39 of Survey Maps at Page 87 as Document number 2019R06464. Located in the Northwest 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.

Lot - 1 of Wood County Certified Survey Map number 10740. Filed on the 2nd day of July, 2020 in Volume 40 of Survey Maps at Page 40 as Document number 2020R06342. Located in the Northeast Quarter of the Southeast Quarter, 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.

Lot - 1 of Wood County Certified Survey Map number 10771. Filed on the 11th day of September, 2020 in Volume 40 of Survey Maps at Page 71 as Document number 2020R09322. Located in the Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 32, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

Lots 1 and 2 of Wood County Certified Survey Map number 10828. Filed on the 4th day of January, 2021 in Volume 40 of Survey Maps at Page 128 as Document number 2021R00102. Located in the Southeast Quarter of the Southeast Quarter of Section 32, the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

Lot - 1 of Wood County Certified Survey Map number 10891. Filed on the 6th day of May, 2021 in Volume 40 of Survey Maps at Page 191 as Document number 2021R05049. Located in the Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 32, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

Lot 1 of Wood County Certified Survey Map number 10907. Filed on the 26th day of May, 2021 in Volume 41 of Survey Maps at Page 7 as Document number 2021R05905. Located in the Southeast Quarter of the Southeast Quarter of Section 32 and the Southwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

Lot - 1 of Wood County Certified Survey Map number 11137. Filed on the 8th day of July, 2022 in Volume 42 of Survey Maps at Page 37 as Document number 2022R06402. 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.

Lot - 1 of Wood County Certified Survey Map number 11138. Filed on the 8th day of July, 2022 in Volume 42 of Survey Maps at Page 38 as Document number 2022R06405. Located in the Southeast Quarter of the Southeast Quarter of Section 32, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

EXHIBIT B LEGAL DESCRIPTION OF ADDITIONAL SUBJECT PROPERTY

Lots 1, 2 and 3 of Wood County Certified Survey Map number 11197. Filed on the 26th day of October, 2022 in Volume 42 of Survey Maps at Page 97 as Document number 2022R09936. Located in the Northwest Quarter of the Southwest Quarter and the Southwest 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 WOOD COUNTY CERTIFIED SURVEY MAP NUMBER 11197 (See attached Map as the next pages)

WOOD COUNTY CERTIFIED SURVEY MAP NO. 11197

Lot 3 of Wood County Certified Survey Map number 10093 as recorded in Volume 36 of Survey Maps, Page 193 as Document number 2016R08047. Located in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

SURVEYOR'S CERTIFICATE:

I, Christopher J. Renner, Professional Land Surveyor, hereby certify that I have surveyed, divided and mapped Lot 3 of Wood County Certified Survey Map number 10093 as recorded in Volume 36 of Survey Maps on Page 193 as Document number 2016R08047. Located in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin, described as follows;

Lot 3 of Wood County Certified Survey Map number 10093 as recorded in Volume 36 of Survey Maps on Page 193 as Document number 2016R08047.

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

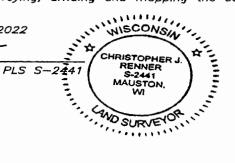
That I have made such survey, land division and map at the direction of Brad Pavloski, for Nepco Lake Development, LLC, owner.

That such map is a correct representation of the exterior boundaries of the lands surveyed and the division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes, Chapter A-E 7 of the Wisconsin Administrative Code and the subdivision regulations of the Village of Port Edwards in surveying, dividing and mapping the same, to the best of my knowledge and belief.

Dated: 28 September, 2022

Christopher J. Renner PLS Fieldwork Completed: 21 September, 2022



Tangent Bearing Table				
Number	Bearing			
TB1	N 87'07'59" E			
TB2	S 15'40'44" E			

Curve Data Table						
Number	Radius	Delta	Chord Bearing	Chord	Length	
C1	430.00'	27*40'05"	N 73°17'56.5" E	205.63'	207.65'	
C2	720.00'	14.51'22"	S 23.06'25" E	186.16'	186.69'	
C3	720.00'	7.16'44"	S 26'53'44" E	91.41'	91.47'	
C4	720.00'	7*34'38"	S 19.28'03" E	95.15'	95.22'	

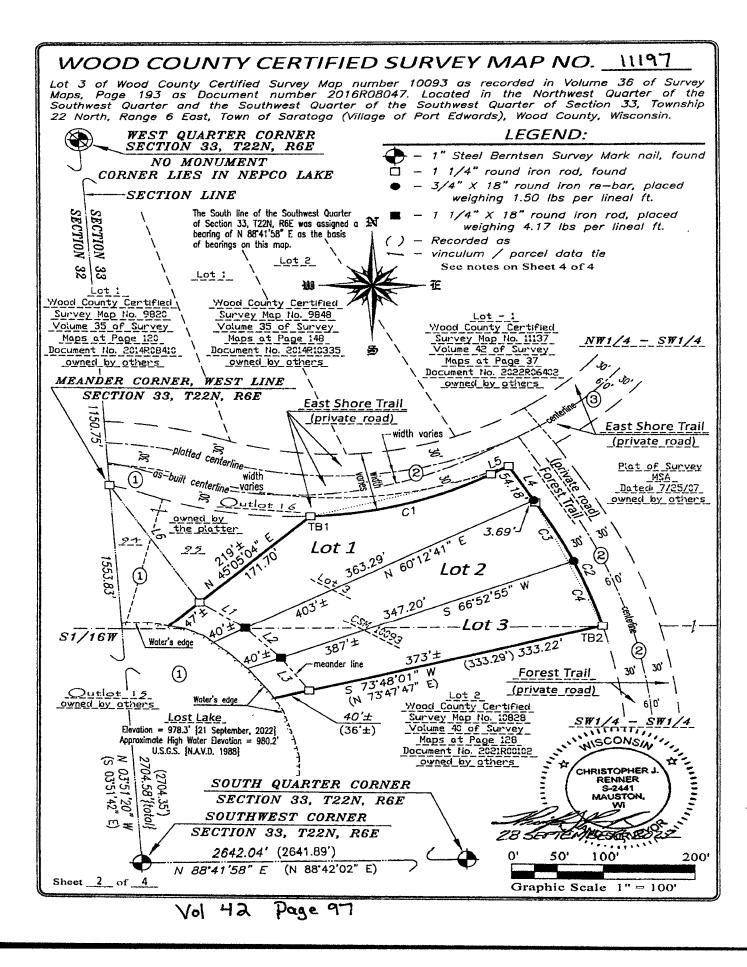
Line Data Table					
Number	Direction	Distance			
L1	S 54°38'02" E	61.32'			
L2	S 44°02'23" E	56.38'			
L3	S 33°48'46" E	55.79°			
L4	S 30°32'06" E	57.87'			
L5	N 59°27'54" E	22.31'			
L6	S 31°01'03" E	190.14'			

Pavloski Development Castle Rock Lake

/ NEPCO Lake N8674 State Rood 58 New Lisbon, Wisconsin 53950 Office: 608-585-7777

Volume <u>42</u> Survey Maps, Page <u>97</u>

Sheet 1 of 4	
PREPARED FOR:	
Nepco Lake Development, LLC P.O. Box 1027	10731100
Wisconsin Rapids, WI. 54495-1027	
2022R09936	
TIFFANY R. RINGER	- X
WOOD COUNTY	
REGISTER OF DEEDS	
RECORDED ON	
10/26/2022 09:20 AM	
RECORDING FEES 30.00	
EXEMPT #:	
PAGES: 4	-



WOOD COUNTY CE	ERTIFIE	D SURV	EY MA	P NO	11197	
Lat 3 of Wood County Certified Si Maps, Page 193 as Document no Southwest Quarter and the Southw 22 North, Range 6 East, Town of S	umber 2016 rest Quarter	R08047. Loca of the South	ted in the west Quarter	Northwest Q of Section	uarter of the 33, Township	
VILLA	AGE OF F	PORT EDW	ARDS:			
The Village of Port Edwards does hereby certify that this Certified Survey Map be and hereby approved in compliance with Chapter 19 – Subdivision and Platting of the Municipal Code of Po Edwards, Wisconsin.						
	Date: <u>17/02</u>	T/ 3032	See	A.H. Im	ge President	
	Date: <u>Oct. 1</u>	2,2022	Dian	em I	Village Clerk	
	Date: BOC+	22	2	Sirector of	Public Works	
	AGE OF F	PORT EDW	ARDS:			
The Village of Port Edwards does approved in compliance with Cha Wisconsin.	hereby cert opter 17 – 2	ify that this C Zoning Code o	Certified Surve f the Municip	ey Map by a bat Code of I	nd hereby is Port Edwards,	
	Date: 12 00	TZ022		22	Administration	
				Zoning	Administrator	
		PORTEDAN				
Resolved, that this Certified Surv the Village board of the Village of		,	\sim		. 1	
	Date: 017/17	10000	Aleg	h H. Zun	ge President	
l hereby certify that the foregoir the Village of Port Edwards.	ng is a cop	y of a resolu				
,	Date: <u>Øc:F. 1</u> å	2,2022	Diane	m. Ine	Village Clerk	
NISCONSIN		· · · · · · · · · · · · · · · · · · ·	ot Area Tab			
NIN WISSING W	Number	Area to Me				
CHRISTOPHER J.	Lot 1 Lot 2	27185 Sq. Ft. 26494 Sq. Ft.	0.62 Acres 0.61 Acres	29329 Sq. Ft.	0.67 Acres	
RENNER S-2441 MAUSTON,	Lot 3	25443 Sq. Ft.	0.58 Acres	28512 Sq. Ft. 27469 Sq. Ft.	0.65 Acres 0.63 Acres	
CHRISTOPHER J. REINNER S-2441 MAUSTON, WI			NOTE	с.		
	SIRVERS					
28 JETTEMBER, ZDZZ	Lands contained within this map 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					
	Воц 1,	Indary Agreem 2014 and sho	ent has an e all terminate	effective date	of January	
Sheet <u>3</u> of <u>4</u>	Dec	ember 31, 20	23.			

Sheet 3 of 4 Vol 42 Page 97

WOOD COUNTY CERTIFIED SURVEY MAP NO. 11197

Lot 3 of Wood County Certified Survey Map number 10093 as recorded in Volume 36 of Survey Maps, Page 193 as Document number 2016R08047. Located in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 33, Township 22 North, Range 6 East, Town of Saratoga (Village of Port Edwards), Wood County, Wisconsin.

