DECLARATION OF CONDOMINIUM
FOR
POINT COVE CONDOMINIUM
TOWN OF SARATOGA, WOOD COUNTY,
WISCONSIN

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SUSAN E. GINTER WOOD COUNTY REGISTER OF DEEDS

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DECLARATION OF CONDOMINIUM

FOR

POINT COVE CONDOMINIUM

Great Northern Timber Company, LLC, a Wisconsin limited liability company, ("Declarant"), hereby declares that the real estate described in Section 1 of this Declaration ("Declaration") is owned by the Declarant and is subject to the Wisconsin Condominium Ownership Act ("Act"). The real estate shall be known and described as Point Cove Condominium ("Condominium"). The Condominium's address shall be South Shore Drive, Town of Saratoga, Wood County, Wisconsin.

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

1. DESCRIPTION OF LAND

The land which is the subject of this Declaration is located in the Town of Saratoga, Wood County, Wisconsin, and is more particularly described in the legal description contained in Exhibit A which is attached to this Declaration and incorporated by reference herein.

2. **DEFINITIONS**

Unless otherwise specifically stated, the following terms as used in this Declaration shall be defined as follows:

- A. "Association" shall mean the Point Cove Condominium Owner's Association, Inc., a corporation formed under Chapter 181 of the Wisconsin Statutes, its successors and assigns.
- B. "Common Elements" shall generally refer to all common areas and facilities contained within the Condominium, but excluding the Units.
- C. "Declarant" shall mean Great Northern Timber Company, LLC, a limited liability company organized under Chapter 183 of the Wisconsin Statutes, its successors and assigns.
- D. "Limited Common Elements" shall mean those common elements which are reserved in this Declaration for the exclusive use of any Unit Owner.
- E. "Mortgagee" shall mean any person named as a Mortgagee under any mortgage under which the interest of any Owner is encumbered. This term shall also include land contract vendors, but shall not include any person holding such land contract vendor's interest merely as security.
- F. "Owner" shall mean the owner of record, whether one or more natural persons or entities, of any Unit. This term shall include land contract vendees, but shall not include any person holding such vendee's interest merely as security. The term "Owner" shall have the same meaning as "Unit Owner".
- G. "Unit" shall mean a part of the Condominium consisting of a parcel of land as depicted on the condominium plat attached hereto as Exhibit B. The condominium plat contains a site plan showing the boundaries of each Unit. A Unit shall include, without limitation, all improvements now or hereafter located within such boundaries.
- H. "Designated Building Areas" shall mean the area or any part thereof on which a residential structure and accessory structures may be erected or located thereon, subject to the terms and conditions of this Declaration.

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

3. DESCRIPTION OF IMPROVEMENTS

The complete details of any improvements to the Condominium are contained in working plans and drawings available for inspection at the office of the Declarant. The Units are to be located on the real estate as indicated in the legal description attached to this Declaration as Exhibit A. The Units are more fully described in the Condominium Plat attached hereto as Exhibit B and made a part hereof. Declarant shall have the right to amend this Declaration at its sole discretion for the purpose of recording an addendum to the Condominium Plat depicting the layout, location, Unit numbers and dimensions of the parcels of land as Units as finally located. Declarant reserves the right, subject to the approval of the Town of Saratoga, to change the layout and dimensions of the Units shown in Exhibit B which are not presently platted, provided that such changes will not substantially after the nature of the Units.

4. DESCRIPTION OF UNITS

A. The Condominium shall initially consist of 13 Units identified on the Condominium Plat attached hereto as Exhibit B. Each Unit has a numeric designation. The approximate area, location, and immediate common areas to which the Units have access are shown on the Condominium Plat attached to this Declaration as Exhibit B.

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

- (I) Upper Boundary: The upper boundary of the Unit shall be a horizontal plane parallel to, and located five hundred (500) feet above the ground level.
- (2) Lower Boundary: The lower boundary of the Unit shall be a horizontal plane parallel to, and located five hundred (500) feet beneath, ground level.
- (3) Perimetrical Boundary: The perimetrical boundaries of the Unit are shown as the outlines of such Unit on the Condominium Plat.

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

DESCRIPTION OF COMMON ELEMENTS

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

- A. Land within the Condominium, including all easements appurtenant thereto and all other parts of the Condominium not contained within the Units;
- B. All components of common plumbing, electrical, telephonic and cable television systems located within the common elements, other than those components which are specifically included in each Unit;
- C. Walking paths, green space, private roads, designated private onsite community wastewater treatment system areas, landscaping, parking areas, fence, stormwater retention areas/basins, and site signage, if any, not included within a Unit;

- D. All components of the electrical system which serve the common areas including exterior common area lighting;
- E. The use of any piers or boat slips outside the Condominium shall be made available on a non-exclusive basis for a fee and subject to availability. The Declarant will use reasonable efforts to make piers and boat slips available for a fee outside of the condominium for Units that do not have access to the water or where access to the water is difficult because of topography.
- F. All other parts of the Condominium, necessary or convenient to its existence, maintenance and safety, or normally in common use as of the date of recordation of this Declaration, located outside the boundaries of a Unit:

6. DESCRIPTION OF THE LIMITED COMMON ELEMENTS

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

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

7. UNIT VALUE: COMMON ELEMENT OWNERSHIP AND VOTING

Each Unit and its owner shall have a 1/13th undivided interest in common with all other Units and Unit owners in the common and limited common elements, and shall have one vote in matters relating to the Association. The Declarant recognizes that there may be minor variances in the Units which relate to value, however, after consideration of the factors relevant to value, the Declarant believes that the foregoing formula of ownership and voting is fair and equitable as well as the most efficient for purpose of administration.

8. RIGHT TO EXPAND

- A. Reservation of Right. Declarant hereby reserves the right to expand the Condominium by adding all or a portion of the property described on Exhibit C attached hereto and made a part hereof. Such right to expand may be exercised from time to time within ten (10) years from the date of recording of this Declaration with the Office of the Wood County Register of Deeds. Any such expansion shall be in the sole discretion of Declarant, and no Unit Owner or other person shall have the right to require the same. Each Owner, by accepting a deed to a Unit, acknowledges that the expansion area or parts thereof may be developed for uses other than as part of the Condominium.
- B. Number and Location of Units. The maximum number of Units in the Condominium as expanded shall be 85. Declarant currently anticipates that the Units shall be positioned as shown on the Condominium Plat, but Declarant reserves the right to change the location if required to achieve the best development, in the opinion of Declarant. The Units shall consist of Units of the general size and area as shown on the Condominium Plat, but Declarant reserves the right to change the size and area of the Units in order to meet market requirements. All Units developed within the expansion area shall be for residential use.
- C. Effect on Percentage Interest in Common Elements. Upon any expansion as described in this Section, the percentage interest in the Common Elements appurtenant to each Unit and calculated under Section 7 shall be the number "1" divided by the total number of Units included in the Condominium.
- D. Effective Date of Expansion. The Condominium shall be deemed expanded when an amendment to this Declaration, executed by the Declarant, is recorded with the Office of the County Register of Deeds for Wood County, which amendment shows the new percentage interests of the Unit Owners and the votes which each Unit Owner may cast in the Condominium as expanded, and when an addendum to the Condominium Plat is recorded as required in Section 703.26, Wisconsin Statutes. Declarant reserves the right to amend this Declaration, its Exhibits and the

Condominium Plat, without any other consent or approval, for the purpose of effecting an expansion of the Condominium.

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

9. USE OF UNITS

- A. All Units are intended for and shall be restricted to use by the owner, the owner's family, lessees, invitees and frequenters, for residential purposes only. Any buildings to be constructed by a Unit Owner are intended for and restricted to use for residential purposes only.
- B. Any garage space which is constructed within a Unit are intended for and shall be restricted to the use by the owner, the owner's family, lessees, invitees and frequenters for storage of personal property and parking of private automobiles. Garages may not be used for any commercial purpose. Use of the garages may be further regulated by the rules and regulations and bylaws ("Bylaws") of the Association.
- C. Notwithstanding the foregoing, the Declarant shall have the rights with respect to Unit use reserved to Declarant in Section 12(B) of this Declaration.

10. SERVICE OF PROCESS

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

11. DAMAGE OR DESTRUCTION

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

12. FURTHER MATTERS

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

the provisions were recited and fully stipulated in each deed, conveyance or lease. The enforcement may be by such judicial proceedings as the Board of Directors may deem appropriate as well as by provisions of the Act.

- B. The Declarant reserves the right for a period of 10 years from the date of this Declaration to cause one or more of the Units it owns to be maintained as a model and to display any models and the common elements of the Condominium for purposes of selling Units in the Condominium or in other projects of the Declarant, together with appropriate signage located on the Unit or common elements identifying the Declarant and its agents and locating and giving any information regarding any Unit.
- C. Rules and regulations (in addition to the Byławs) concerning the use of the Units and the common and limited common elements, including provisions limiting keeping of animals and other pets, may be established and amended by the Board of Directors. Copies of these rules and regulations shall be furnished by the Board of Directors to each Unit Owner prior to the effective date of the rules and regulations.
- D. The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the right to grant to the Town of Saratoga, Wisconsin, or public or semi-public utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes; for sanitary sewer or septic system, storm water drains, gas mains, water pipes and mains, and similar service, and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. These easements and rights-of-way shall be confined, so far as possible, in underground pipes or conduits, with the necessary rights of ingress and egress and the rights to do whatever may be necessary to carry out the purposes for which this easement is created. The Declarant hereby grants a permanent easement over and across the common areas of the condominium to the Town of Saratoga to perform maintenance and repairs to any public improvements located on the common areas.
- E. The Declarant and its affiliates, and their successors and assigns, have acquired or may acquire in the future other lands in the vicinity of the condominium for future development. Declarant and its affiliates, and their successors and assigns hereby reserve a permanent easement over and across all private roads and access ways within the condominium for the benefit of the other lands owned or acquired by Declarant, its affiliates, and their successors and assigns, including without limitation, access to public or private marinas, piers, boat slips, and other amenities.
- F. Any controversy or claim arising out of or relating to this Declaration, or the breach thereof, shall be resolved by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction.

13. AMENDMENT OF DECLARATION

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

14. ADDITIONAL RIGHTS OF LENDERS

- A. As to the holder of any mortgage and as to any land contract vendor ("mortgagee") of a Unit which has notified the Association in writing delivered or mailed by certified mail to the place of service of process stated in Section 10 of this Declaration that it desires to receive notice of the following matters:
- (1) The Board of Directors shall give the lender written notice by mail of the call of any meeting of the Board of Directors or membership of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the Bylaws;
- (2) The Board of Directors shall give the lender by mail a copy of the notice of default which is given to any Unit owner on any failure to comply with or violation of any of the provisions of this Declaration, the Articles or the Bylaws and rules and regulations, at the time of notice to any Unit owner; and

- (3) The Board of Directors shall notify the lender of physical damage to common elements in an amount exceeding \$10,000.00 or if the common elements become the subject of condemnation or eminent domain proceedings.
 - B. Unless all affected lenders have given their prior written approval, the Association shall not:
- (1) Change the undivided percentage interest in the common elements of the Condominium relating to the Unit;
- (2) Partition or subdivide any Unit or abandon, partition, subdivide, encumber, or convey the common elements of the Condominium (granting of easements for public utilities excepted);
- (3) By act or omission seek to abandon the Condominium status of the Condominium except as provided in Section 11 of this Declaration in case of substantial damage to or destruction of the Condominium;
- (4) Use hazard insurance proceeds for losses to the Condominium property for other than the repair of the property, except as authorized by law.
- C. A lender who comes into possession of a Unit pursuant to the remedies provided in the mortgage or land contract, a foreclosure of the mortgage or land contract, or a deed (or assignment) in lieu of foreclosure, shall take the Unit free of any claims for unpaid assessments or charges in favor of the Association against the Unit which accrued prior to the time the lender came into possession of the Unit.
- D. Notwithstanding Section 13 of this Declaration, this Section 14 shall not be amended unless all lenders have given their prior written approval.

15. PAYMENT OF COMMON EXPENSES

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

16. RENTAL OF UNITS

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

17. STATUTORY RESERVE ACCOUNT STATEMENT

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

18. PROTECTIVE COVENANTS AND RESTRICTIONS

- A. Statement of Purpose. The Purpose of the protective covenants and restrictions in this Section 18 is to ensure that the Condominium shall become and remain an attractive community; to preserve and maintain the natural beauty of the Condominium; to insure the most appropriate development and improvement of each Unit; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious improvements and use of material and color schemes; to insure the highest and best residential development of the Condominium; and to encourage and secure the construction of attractive residential structures and landscaping thereon.
- B. Architectural Control. No building or other improvement shall be erected, placed or altered on any Unit until its construction plans and specifications shall have been approved in writing by the Architectural Control Committee ("ACC").
- C. Architectural Control Committee. The ACC shall consist of the Declarant. At such time as Declarant no longer has an interest in any real property included within the Condominium, the ACC shall consist of three (3) persons designated by the Association, who shall serve at the Association's pleasure.
- D. Procedure. A Unit Owner desiring to construct a building, home, swimming pool, gazebo, driveway, light post, landscaping, or other structure or improvement, or otherwise improve a Unit shall submit to the ACC, for its written approval, construction plans and specifications for all improvements, and a plot plan showing the location of all contemplated improvements. The items submitted shall include construction details for all buildings, structures, fences, walls and other improvements; proposed facades of any building, including the style, color and location of eaves and windows; description of materials to be used in any building or improvement; a detailed plan showing the building footprint and driveway; compliance with the Wood County Shoreland Zoning Ordinances, as amended, including without limitation the requirements set forth in Section (K)(4) below, the color scheme of all improvements; detailed landscaping plans and specifications, which shall show trees to be removed, existing trees, their species, size and location, and the size and location of proposed trees, shrubs, fences, berms, walls, patios, gardens, proposed trees, bedding plantings, erosion control measures, impervious surface compliance, and vegetative buffer zones, and all other landscape materials; and such other materials as the ACC may deem necessary.

All structures shall be designed by a registered architect, a professional engineer experienced in home design, or comparable qualified individual or firm. The Unit owner will provide the ACC with a postage paid envelope in order to mail back approved architectural plans to unit owner. A submission will not be complete and the thirty (30) day approval time set forth below shall not commence until all documents required in this Section have been submitted. All such submissions shall be to Declarant at its principal place of business (or, if Declarant ceases to be the ACC, such other address that the ACC may designate), together with any applicable fee required below. The ACC shall then consider such plans and specifications. At such time as the ACC has more than one member, action of the ACC shall be by majority vote of the ACC members present at such meeting. A tie vote on an issue shall be deemed equivalent to rejection. At such time as the ACC has more than one member, the ACC, with the unanimous written consent of its members, may take action without a meeting. The ACC may approve, disapprove or approve subject to stated conditions the preliminary and final development plans. If the ACC conditionally approves either the preliminary or final development plans, then the applicant shall be entitled to resubmit such plans. The ACC's decision shall be in writing. If the ACC fails to render its decision on the preliminary or final development plans within thirty (30) days of their submission, or upon any resubmitted preliminary or final development plans within fifteen (15) days of their resubmission, the development plans will be deemed to have been denied. If such plans are not rejected, then the owner of the Unit shall construct the improvements materially in accordance with the submitted documents. All material changes to such plans must be resubmitted to, and approved by, the ACC. Any changes to such plans that would lessen the quality or expense of the construction as previously approved shall be deemed to be material changes,

- E. Standards. The ACC shall have the right to reject any plans and specifications or plot plans which, in the judgment and sole opinion of a majority of its members, or the representative of the ACC:
 - (1) are not in conformity with any of the restrictions set forth in this Declaration; or
 - (2) are not desirable for aesthetic reasons; or
 - (3) are not in harmony with buildings located on the surrounding Units; or

- (4) have exterior lighting, exterior signs, exterior television antennae, fencing or landscaping which are not desirable for aesthetic reasons or interfere with the use or enjoyment of neighboring properties; or
- (5) are not in conformity with the general purposes of this Declaration.
- F. Occupancy. No structure shall be occupied unless it has been approved by the ACC pursuant to this section, constructed in accordance with the plans as approved by the ACC, and an occupancy permit has been issued therefore.
- G. Fees. The ACC shall from time to time adopt a fee schedule designed to defray the ACC's out-of-pocket costs incurred in connection with its review of any preliminary or final development plan or of any resubmission of any such plans and may be adjusted at any time by the ACC.
- H. Approval of Contractors. For each building erected or placed on any Unit subject to this Declaration, the prime contractor or builder to be hired for construction of such building shall be approved in writing by the ACC prior to commencement of any construction. No builder, general contractor, or any subcontractor shall commence construction of any structure or improvement without the prior written approval of the ACC. Declarant or the ACC shall have the sole right to prohibit builders, contractors and subcontractors from building structures or improvements on the Units. Each Unit owner shall have the obligation to determine if a builder or contractor is on Declarant's approved builder list prior to entering into any contract for the construction of improvements. Such approval may be withheld for reasons such as the proposed contractor's or builder's financial status or building reputation.
- I. Liability of ACC. The ACC and its individual members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of:
 - The approval or disapproval of any plans and specifications, whether or not defective;
- (2) The construction or performance or any work, whether or not pursuant to approved plans and specifications; or
 - (3) The development of any property within the Development.
- J. Building Elevations. All elevations of the building shall be designed in a consistent and coherent architectural manner. Changes in material, color and/or texture shall occur at points relating to the massing, fenestration and overall design concept of the building. The ACC should be entitled to reject any plans which would result in fenestration or length of building walls that would be incompatible with neighboring structures that would not harmonize with the natural surroundings or that would violate any of the standards set forth above.
 - K. Building Location; Type of Materials, Size of Structures.
 - (1) All buildings where possible should be located relative to the location of buildings on adjoining Units. The ACC may consider the proposed location of any structures and their effect on sight lines to minimize the structure's obstruction of views from neighboring Units. Units 4 through 13 inclusive, and Units 14 through 19 inclusive, shall be limited to single story structures because of sight lines. See typical residential structure building envelopes and setbacks depicted on the condominium plat attached hereto as Exhibit B.
 - (2) The exterior of all structures must be LP smart siding, cement board siding, James Hardie HardiePlank, or similar siding per Architectural Control Committee approval. Windows must be tan in color. Window trim must be 4-8" in width. Finishes shall be of colors that are in harmony with the colors of the natural surroundings, such as those commonly referred to as "earth tones" unless approved by the Architectural Control Committee. Dwellings must have a minimum size of 1050 square feet and a maximum size of 1650 square feet on the main floor. In addition to living space, homes may have up to an additional 200 square feet of porches, stoops, etc under cover. Unit 1, and Units 4 through 13 inclusive, are limited to a maximum of 4000 sq. ft. of impervious surface. The remainder of the Units within the 300 foot

setback of NEPCO Lake are limited to 3800 sq. ft. of impervious surface. Living space is determined by the outside dimensions (exclusive of garages, porches, patios, breezeways, sun rooms and similar additions) of the exterior walls of above grade finished living space. In no event shall floor space which is partially or completely below finished yard grade be counted for purposes of determining minimum or maximum square footage of living space. The minimum square footage shall be determined as of the time of initial construction, and shall not consider or include unfinished areas or future additions. All homes shall include an attached two (2) stall garage with a maximum of 700 square feet. The main portion of the roof shall have a minimum pitch of 6/12. A lesser pitch over other areas, such as porches, breezeways and bays, may be permitted at the sole discretion of the ACC. The roofing of all dwellings shall consist of fully dimensional asphalt shingles, with minimum 300 lb., dimensional shingles or wood, slate, or tile. Conventional asphalt shingles shall not be permitted. The ACC, in its sole discretion, may permit or prohibit the use of other types of roofing materials (such as fiberglass shingles) having substantially the same appearance as the permitted materials, as it may deem appropriate, to preserve the architectural integrity and quality of appearance of dwellings in the condominium. Further, the ACC may, in their sole discretion, permit the use of such other forms of high quality and aesthetically pleasing roof materials as may be available now or in the future, including but not limited to masonry and/or copper. All patios, sidewalks, etc. must be approved by the ACC.

- (3) No exposed poured concrete or concrete block over twelve (12) inches above grade shall be permitted on any house. Where block or concrete would otherwise be exposed, it must be covered by house siding, or by brick or stone. In cases where the home has a walkout basement the ACC may require stone or brick on the walkout level depending on the siding being used. There are to be no exterior walls without windows and/or doors. If architectural insets are used they must be wrapped and shuttered the same as windows on the rest of the house. The ACC retains the right to require additional architectural detail. No white houses, white windows, white door trim, white fascia/soffit, or white structures whatsoever will be allowed. All fireplace chimneys shall be brick, stone, cultured stone or masonry faced with stucco regardless if the fireplace is on an exterior or interior wall. In-ground swimming pools shall be permitted, subject to the approval of the ACC, and local zoning ordinances and specifications. Above ground swimming pools are prohibited. Hot tubs and spas are permitted per approval by the ACC. If placed on a concrete slab, the slab requires approval. If covered with a gazebo type structure, the gazebo requires approval, whether or not the gazebo is permanently affixed to the ground.
- (4) The plans and specifications submitted to the ACC, and thereafter all improvements to be constructed on a Unit, shall comply fully with the Wood County Shoreland Zoning Ordinance. Each Unit owner prior to any construction shall contact the Wood County Zoning Department to determine what permits may required prior to any earth moving or grading activities. Each Unit owner is hereby advised that compliance with the Shoreland Zoning Ordinance may include, without limitation, the following mitigation measures:
 - A. Standard erosion and storm water runoff control measures shall be implemented and all mitigation activities shall comply with sections of the Shoreland Zoning Ordinance regarding land disturbing activities.
 - B. Any site plan shall describe all proposed mitigation measures.
 - 1. The site plan shall be designed and implemented to restore natural functions lost through development and human activities.
 - 2. The mitigation measures shall be proportional in scope to the impacts on water quality, near-shore aquatic habitat, upland wildlife habitat and natural scenic beauty.
 - C. Mitigation measures shall include an implementation schedule and enforceable obligations on the Unit owner to establish and maintain the mitigation measures.
 - D. The enforceable obligations shall be evidenced by a Shoreland Mitigation/Preservation Affidavit submitted to the ACC, and if applicable, the County.

- E. The owner(s) or their agent must submit a plan that will be implemented by the owner of the Unit to establish, preserve, enhance and/or restore a vegetative buffer zone that covers at least 70% of the half of the shoreland setback area that is nearest to the water. The plan must be approved by the ACC, and if applicable, the County. Vegetative buffer zone plans shall include the following:
 - 1. NRCS Code 643A, "Shoreland Habitat" (http://efotg.sc.egov.usda.gov/references/public/WI/643a.pdf) and "Wisconsin Biology Technical Note 1: Shoreland Habitat" (ftp://ftp- fc.sc.egov.usda.gov/WI/technotes/biology-tn1.pdf) shall be used as a guideline and the provisions of which are hereby incorporated by reference for the purpose of developing and approving plans for vegetative buffer zones.
 - 2. To be considered for approval, a plan to establish, preserve, enhance and/or restore a vegetative buffer zone shall, at a minimum, contain:
 - (a) A description of how the Unit owner intends to carry out the project, including methods, materials and equipment to be used;
 - (b) A proposed schedule and sequence of work activities;
 - (c) The names, descriptions and densities of native species to be utilized in the restoration work, including ground cover, shrubs and tree layers;
 - (d) A description of the site before the project begins and a description of the proposed site once the buffer is completed; and
 - (e) The erosion control measures that will be used during construction of the permitted structure and vegetative buffer zone to control sediment, runoff and protect water quality.
 - 3. To be considered for approval, a plan to establish, preserve, enhance and/or restore an existing native vegetative buffer zone shall, at a minimum, contain:
 - (a) A description of how the unit owner intends to maintain the buffer, including any "no mow" plans;
 - (b) Supplemental plantings of native species;
 - (c) Removal of non-native species (e.g. purple loosestrife); and
 - (d) The erosion control measures that will be used during construction of the permitted structure(s) and any disturbance in the vegetative buffer zone due to planting or removal of non-natives to control sediment, runoff and protect water quality.
 - 4. A shoreland grading permit may be required to implement a vegetative buffer zone plan.

Mitigation Options: Where vegetative buffer requirements have been met and mitigation is required under provisions of the Shoreland Zoning Ordinance, a Unit owner shall restore and maintain native vegetation and water quality protection functions of the shore buffer area within 25 ft. of the ordinary high water mark.

Other Practices: At the discretion of the ACC, additional mitigation points may need to be approved for restoration or protection activities that are likely to provide significant

benefits to meet the objectives of the Shoreland Zoning Ordinance. Examples may include construction of a storm water detention basin, rain garden, or other storm water management plan activities; or replacement of seawalls with bio-engineered structures.

- L. Utilities. All utilities serving any building or site shall be underground. No building or other improvement, or trees shall be erected, placed or planted within any utility easement.
 - M. Fencing. Fences shall not be allowed without the prior written consent of the ACC.
- N. Garages; Outbuildings. All garages shall be attached to the dwelling and shall have space for no fewer than two cars. No trailer, tent, tree house, boat house, shack, detached garage, barn, outdoor toilet, outdoor wood burning furnace, or any part thereof, shall be erected or permitted to remain on any Unit, temporarily or permanently, except for construction trailers during the period of construction.
- O. Landscaping. The following guidelines shall be followed for each Unit in the Condominium:
- (1) Landscape plans shall be developed to enhance the ambience of each Unit. The overall plan should pay particular attention to street side foundation plantings and should adapt to the surrounding topography of the Unit.
- (2) All plantings to be placed upon the Unit shall be planted within 120 days of occupancy of the dwelling or upon completion of construction, whichever comes first, except that sodding, seeding, and planting new vegetation shall not be required during any period in which winter weather conditions restrict the ability to complete the planting.
- (3) No planting shall be permitted within an easement of record which may damage or interfere with the installation and maintenance of utilities or which may alter the direction or impede the flow of surface water in drainage channels within the Condominium or within an easement. No grading or earth moving activities shall be permitted in the common areas other than by the Declarant or the Association.
- (4) No Owner shall grade or obstruct any swale or drainage way whether in an easement or not which is in existence at the time of construction so as to impede the flow of surface water from other Units through such swale or drainage way. The elevation of a Unit shall not be changed so as to materially affect the surface elevation, grade, or drainage pattern of the surrounding Units. Any modification to drainage patterns shall be approved by the ACC and the Town of Saratoga.
- (5) Each Unit shall, within one growing season of the issuance of a certificate of occupancy for the dwelling located thereon, be improved with all landscaping that was set forth in the landscaping plan approved by the ACC.
- (6) Each Unit owner shall comply with all rules and regulations of the Wood County Shoreland Zoning Ordinance, as amended. Compliance may include, without limitation, limits on the amount of impervious surface to be developed on a Unit, the location of improvements within a Unit, erosion and stormwater runoff control measures, and vegetative buffer zone plans. Unit 1, and Units 4 through 13 inclusive, are limited to a maximum of 4000 sq. ft. of impervious surface. The remainder of the Units within the 300 foot setback of NEPCO Lake are limited to 3800 sq. ft. of impervious surface.
- P. Construction Deadline. Each residential structure erected shall have its entire external construction completed within twelve (12) months from the date of issuance of the building permit except for delays in completion due to strike, war, or act of God. During the time of construction the Unit owner shall be responsible to see that his or her contractor maintains a constant cleanup of all scraps, paper or other waste materials, and all dirt and mud tracked onto public or private streets, and that all access to the site is through the approved driveway, and by no other means or way. The Unit owner shall further be responsible for the repair of any and all damage to the public or private right-of-way adjacent to the Unit, including but not limited to any pavement, sidewalk, curb, gutter, ditch, swale and/or culvert, and to any drainage ditches, swales and/or other drainage facilities on or adjacent to the

Unit. During any earth moving activities, proper erosion control practices shall be installed to prevent sediment entering storm water drainage ways or leaving the immediate construction site

- Q. Driveways; Driveway Restrictions. The owner of each Unit shall, within six (6) months of the date of issuance of an occupancy permit for the construction of a residence on a Unit, install a driveway. Said driveway shall extend from the vehicle entry to the garage to an intersection with the public or private road. The driveway shall have a minimum three (3) foot side yard setback, unless otherwise approved in writing by the ACC (in its sole discretion).
- R. Variances. The ACC is authorized to grant variances from any provision of this Declaration where such variances will assist in carrying out the intent and spirit of this Declaration and where strict application of the provision would result in a particular hardship to the person seeking the variance.
- S. Inspections. The ACC and its designated representatives shall have the right to inspect the construction of any improvements to any Unit, without notice and during regular business hours, to ensure that all construction is performed in accordance with the plans and specifications previously approved by the ACC.
- T. Single-Family Residences. Each Unit shall be used as a single family residence (each of which is referred to herein as a "dwelling"), except that Declarant may use one or more Units or dwellings as a sales office and/or model for purposes of marketing Units and dwellings. A dwelling shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage or adoption) plus no more than one unrelated person. No structures shall be erected, altered, placed or permitted to remain on any Unit or part thereof other than those permitted by the ACC. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any dwelling. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit an Owner from:
 - (1) maintaining his or her personal professional library in his or her dwelling;
- (2) keeping his or her personal business or professional records or accounts in his or her dwelling;
 - (3) handling his or her personal or business records or accounts in his or her dwelling; or
- (4) handling his or her personal business or professional telephone calls or correspondence from his or her dwelling.

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

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

storage or disposal of such materials shall be kept in a clean and sanitary condition and shall comply with all local, state, and/or other regulations.

- W. Storage. Outdoor storage of vehicles, boats, or any other personal property shall not be permitted. The parking of service vehicles owned or operated by the Unit owners and their families is prohibited unless they are kept in garages. Parking shall be allowed upon the private streets in the Condominium for periods not to exceed 24 hours. The storage of automobiles, boats, travel trailers, mobile homes, campers, snowmobiles, motorcycles or any other recreational vehicles is prohibited unless kept inside the garage. This shall not prohibit the temporary parking of such vehicles for the purpose of loading and unloading. Subject to any applicable laws, no exterior antennas, windmills or satellite dishes shall be erected on any structure or Unit without the prior written approval of the ACC. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked, placed in a rear yard or a side yard not adjacent to a street, and screened from street view by plantings or a fence approved by the ACC. Nothing set forth in this Section shall prohibit temporary storage of moving vehicles for the purpose of loading or unloading for a period of more than eight (8) hours. No cars or other equipment may be parked on any yard at any time.
- X. Nuisance Prohibited. No noxious or offensive trade or activity shall be carried on which may be or will become a nuisance to the neighborhood. All areas of the Unit not used as a building site or lawn or under cultivation (such as a vegetable garden) shall be so cultivated or tended as to be kept free from noxious weeds. The Owner of each Unit shall be responsible for maintaining the Unit in a neat appearance.
- Y. Antennae. No exterior antennae, other than two dish type antenna not exceeding thirty (30) inches in diameter, shall be allowed within any Unit. With respect to dish antennas not exceeding thirty (30) inches in diameter, they shall not be attached to the front of any house, nor shall same be located in the front yard of the residence.
- Z. Restrictive Covenants in favor of Domtar Wisconsin Dam Corp. Each Unit owner hereby acknowledges receipt of the following: (i) a recorded copy of the Waiver of Claims Agreement dated March 29, 2011 and recorded with the Wood County Register of Deeds Office on April 6, 2011, as Document No. 2011R03193 ("Waiver of Claims"); and (ii) a recorded copy of the Declaration and Agreement of Restrictive Covenants dated March 29, 2011, and recorded with the Wood County Register of Deeds Office on April 6, 2011 as Document No. 2011R03194, as amended ("Declaration"). Declarant hereby discloses that each Unit in the condominium is subject to the terms of the Declaration and Waiver of Claims, which are perpetual in nature and run with the Land, each Unit, and the common elements of the condominium.

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

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

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

- (i) Dointar (and its successors or assigns, as applicable) has the discretionary right to draw down and vary the Nepco Lake water levels, including, without limitation, the right from time to time to withdraw, use, consume and return the water from or to Nepco Lake or the tributaries thereof;
- (ii) Domtar (and its successors or assigns, as applicable) has the discretionary right to undertake activities affecting Nepco Lake and the tributaries thereof that are related to the operations of Domtar (or its successors or assigns, as applicable) at its paper mills in the vicinity of Nepco Lake (or such other operations as may be conducted by Domtar on its property located in the vicinity of Nepco Lake), such as dredging, maintenance, beaver trapping, management of settling ponds, repair and replacement of intake pipes and related activities (collectively, the "Operational Activities");
- (iii) Each Unit owner in the condominium, and the future purchasers, tenants, occupants and users of the Unit or common elements, or any portion thereof, shall not interfere in any way with the withdrawal, use, consumption or return of water from or to Nepco Lake or the tributaries thereof or the Operational Activities by Domtar (or its successors or assigns, as applicable), and shall not challenge or interfere with any permits or approvals of Domtar (or its successors or assigns, as applicable) related to the Operational Activities or the withdrawal, use, consumption or return of water from or to Nepco Lake or the tributaries thereof;
- (iv) Each Unit owner in the condominium and all future purchasers, tenants, occupants and users of the Unit or common elements, or any portion thereof, hereby waive any and all claims and causes of action, known or unknown, existing or not yet existing, against Domtar, its successors and assigns in any way related to (i) the water levels of Nepco Lake (including low lake levels and flooding) or the tributaries thereof, (ii) the use of Nepco Lake or the tributaries thereof for recreational activities, (iii) the condition or use of the settling ponds, dams, levees, boat landing and other improvements and features of Nepco Lake, the tributaries thereof and the adjacent lands owned by Domtar (or its successors or assigns, as applicable), and/or (iv) any of the Operational Activities of Domtar or its successors or assigns affecting Nepco Lake or the tributaries thereof. The foregoing waiver shall include, but not be limited to, claims of public nuisance and trespass; and
- (v) The acquisition of a Unit or any portion thereof by any person shall be deemed the irrevocable ratification, agreement, and consent to the terms of the foregoing waivers and agreement by such person and shall be binding upon such person, their successors, and assigns.
- (vi) Subject to the terms and conditions of the Waiver, each Unit owner in the condominium, and its successors and assigns, and the general public, shall have the right to the use and enjoyment of Nepco Lake for recreational purposes.
- (vii) Each Unit owner further acknowledges that the Waiver of Claims may be pleaded by Domtar (or its successors or assigns) as a complete defense to any action or proceeding that may be brought or instituted against Domtar concerning the subject matter hereof.
- (viii) The restrictions contained in the Waiver of Claims shall be perpetual and shall run with the Land.
- (ix) Additionally, and in no way in limitation of the foregoing, each Unit owner acknowledges and expressly agrees that Domtar, its successors or assigns shall have the right, at the sole cost of the fee simple titleholder of a Unit in the condominium, to enter upon the Unit and common elements and use reasonable force to cure any violation of the Waiver of Claims and Declaration.

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

- AA. Amendment. Until all of the Units subject to this Declaration have been sold by Declarant, this Section 18 may only be amended by the recording of a written instrument executed by or on behalf of all the following: (1) Declarant and (2) the owners of at least sixty-seven percent (67%) of the Units subject to this Declaration.
- BB. Enforcement. Declarant and any Owner shall have the right to enforce the provisions of this Section 18 or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this section, either to restrain or cure the violation or to recover damages, or both. Nothing herein shall be deemed to limit the rights of the Town of Saratoga or Wood County to enforce any zoning codes, ordinances, regulations or other requirements which may be identical or similar to the requirements of this Declaration.
- CC. Attorneys' Fees. If any suit or action is brought to enforce the provisions of this Declaration, the party who prevails in such action or suit shall be entitled to recover its court costs and attorneys' fees from the other party.

19. CONDOMINIUM ASSOCIATION

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

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

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

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

D. Maintenance and Repairs

(1) By Association. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements and shall maintain the same in good, clean, and attractive order and repair, and shall have an easement over the entire Condominium for the purpose of carrying out these responsibilities. In addition, the Association shall be responsible for providing and maintaining the common elements including snow plowing all sidewalks, private streets, parking areas; and the maintenance, repair, and replacement of all outdoor common element amenities, including landscaping, sidewalks, community septic system, bicycle paths, and parking areas. The Association shall be responsible for repairing and replacing when necessary any Common Elements and Limited Common Elements.

The Declarant shall construct a community septic system to be located in the common areas to service the initial thirteen (13) Units. General and Special Assessments associated with the operation and maintenance of the community septic system shall be shared pro rata among the initial thirteen (13) Unit owners. General Assessments for the community septic system are estimated to be approximately \$100 per year for each Unit which is not connected to the system, and \$200 per year for Units that are connected to the system. The General Assessments for the community septic system are subject to change upon written notice from the Association.

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

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

Oamage Caused by Unit Owners. To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant, or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof) or (iii) the Association must restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owner of the Unit occupied by such tenant or occupant or responsible for such guest,

contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

- E. Common Expenses. Any and all expenses incurred by the Association in connection with the management, maintenance, repair, and replacement of the Condominium, maintenance of the Common Elements and other areas described in this Section, and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: the community septic system, landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services provided to the Common Elements; and maintenance and management salaries and wages.
- F. General Assessments. The Association shall levy monthly or annual general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their Percentage Interests. General Assessments shall be due in advance on the first day of each month, or the first month of each calendar year, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act.

Notwithstanding the foregoing, Units not yet sold by Declarant shall not be subject to General Assessments. If, however, during the period of Declarant control the General Assessments against any Unit not owned by Declarant would exceed the amount set forth in the budget per Unit (excluding any portion of General Assessments to fund reserves), Declarant shall either (a) record a document to cause its Units to be subject to General Assessments, or (b) pay to the Association the amount necessary to cause the General Assessments against the Units not owned by Declarant to be reduced to the amount set forth in the budget per Unit (excluding any portion of General Assessments used to fund reserves). Furthermore, if the Association has established a statutory reserve account under Section 703.163 of the Wisconsin Statutes, (a) no reserve fund assessments shall be levied against any Unit until a certificate of occupancy has been issued for that Unit, and (b) payment of any reserve fund assessments against any Unit owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such Unit, or (ii) five years from the date exterior construction of any structure on which the Unit is located has been completed.

- G. Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessment shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.
- H. The Declarant shall have the right to establish a "Subdivision Association" to be called the "Nepco Lake Owner's Association" for purposes of adopting budgets for revenues, expenditures, and reserves, and levy and collect assessments for expenses related to the maintenance of Nepco Lake and other common areas in and around Nepco Lake. The Subdivision Association shall not be a Master Association under Section 703 of the Wisconsin Statutes. Each Unit owner shall be a member of the Subdivision Association along with the owners of other condominium and non-condominium property developed by the Declarant and its affiliates in and around Nepco Lake. The Subdivision Association shall be governed by a separate Declaration and By-laws.

20. MISCELLANEOUS

- A. Right of Entry. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to the Unit to the Association to correct any condition originating in the Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in the Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas of the Condominium. Such entry shall be made with prior notice to the Unit Owner, and shall be scheduled for a time reasonably convenient to the Unit Owner, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the Board of Directors.
- B. Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent for service of process specified in this Declaration. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.
- C. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.
- D. Declarant Access During Construction of Improvements. During any period in which: (a) Declarant is developing the Units or constructing other improvements on the Property, (b) Declarant is performing any warranty work, or (c) Declarant is replacing or repairing any Common Elements or Limited Common Elements, the Declarant and its contractors, and subcontractors, and their respective agents and employees, shall have an easement for access to all parts of the Condominium as may be required in connection with said work.
- E. Assignment of Declarant's Rights. The rights, powers, and obligations of the party named as "Declarant" may be assigned by a written, recorded amendment to any other party who assumes such rights, powers and obligations. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such rights, powers and obligations. Such amendment need be signed only by the assignor and assignee named therein.
- F. Conflicts. If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws, and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.
- G. Disclosure Regarding Warranties. The Declarant shall assign to the Association upon substantial completion of each phase of construction or development all warranties held by the Declarant and covering any construction of the Common Elements. No warranties or representations, express or implied, including, but not limited to, the implied warranty of fitness for a particular purpose and merchantability, are made by the Declarant to any Unit Owner or other person or entity regarding the past or future performance or quality of the Common Elements, including the Limited Common Elements. Any implied warranty of workmanlike performance and that the Common Elements, including the Limited Common Elements, are or will be reasonably adequate for use and occupancy, created by Section 706.10(7), Wisconsin Statutes, which statutory section creates the above-stated implied warranties, for the conveyance of a newly constructed home or condominium, is hereby expressly disclaimed and excluded. Any other implied warranties created by common law, including, without limitation, the Declarant's duty to perform all work in a good and sufficient workmanlike manner, are also disclaimed and excluded. Any claims by the Association against a contractor to recover damages resulting from construction defects in any of the Common Elements or Limited Common Elements shall be subject to the provisions of Section 895.07(8), Wis. Stats.

H. Future Easements and Agreements. Declarant, for as long as Declarant or an affiliate of Declarant or any of its Members, shall have any ownership interest in the Property, the Expansion Property described on Exhibit C, or any property in or around Nepco Lake, shall have the right to grant easements to, and enter into agreements with, the owners of adjacent properties, the public, or others, in Declarant's sole discretion, and on terms deemed appropriate by Declarant, so long as such easements and agreements do not materially diminish the rights of any Unit Owner; however, some easements and agreements may increase the Association's budget. Included within such right to grant easements is Declarant's right to grant easements to the shores of and in and around Nepco Lake, and any beach, marina, piers, or boat slips on or about Nepco Lake.

(Signature Page Follows)

| IN WIT of <u>August</u> | INESS WHEREOF, the undersigned have hereunto set their hands and seals on this 7 ⁷⁷⁴ day, 2012. |
|------------------------------------|--|
| Great Northern Timber Company, LLC | |
| By: Total A | Revosk: , Member |
| STATE OF WIS | CONSIN) |
| COUNTY OF Alast) | |
| Personally came before me this | |
| Drafted by: | Michael D. Orgeman – State Bar No. 010180781111111111111111111111111111111 |

EXHIBIT A LEGAL DESCRIPTION

(See Attached)

Lot 1 of Wood County Certified Survey Map number 9488 recorded in Volume 33 of Survey Maps on Page 188 as Document number 2012R07688. Located in the Northwest Quarter of the Northwest Quarter of Section 5 and the Northeast Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin, more particularly described as follows;

Commencing at the North Quarter corner of said Section 5, thence S 89°51'48" W along the North line of the Northwest Quarter of said Section 5 a distance of 2639.69 feet to the Northwest corner of said Section 5, thence S 00°38′23" E a distance of 1491.68 feet to the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 5 and the Northwest corner of Lot 1 of Wood County Certified Survey Map number 750, thence S 89°29'46" E along the North line of said Lot 1 a distance of 198.00 feet to the Northeast corner thereof, thence N 00°37′34" W a distance of 64.24 feet to the Southerly right-of-way line of SouthShore Drive and a non-tangent curve to the right which has a radius of 333.00 feet, a delta angle of 26°30'42" and a chord that bears \$ 75°46'10" W a distance of 152.71 feet, thence along the arc of said curve and said Southerly right-of-way line a distance of 154.08 feet, thence N 00°58′28" W a distance of 66.00 feet to the Northerly right-of-way line of said SouthShore Drive and a non-tangent curve to the left which has a radius of 267.00 feet, a delta angle of 44°40'13" and a chord that bears N 66°41'24.5" E a distance of 202.93 feet, thence along the arc of said curve and said Northerly right-of-way line a distance of 208.17 feet to a curve to the right which has a radius of 833.00 feet, a delta angle of 05°13'49" and a chord that bears N 46°58'12.5" E a distance of 76.01 feet, thence along the arc of said curve and said Northerly right-of-way line a distance of 76.04 feet to the POINT OF BEGINNING, thence N 38°08'40" W a distance of 132.01 feet to a curve to the left which has a radius of 1967.00 feet, a delta angle of 02°46′09" and a chord that bears N 39°31′44.5" W a distance of 95.06 feet, thence along the arc of said curve a distance of 95.07 feet, thence N 40°54'49" W a distance of 182.78 feet. thence N 49°05'11" E a distance of 59.14 feet to a curve to the left which has a radius of 267.00 feet, a delta angle of 70°16′11" and a chord that bears N 13°57′05.5" E a distance of 307.32 feet, thence along the arc of said curve a distance of 327.46 feet to a non-tangent curve to the left which has a radius of 19.00 feet, a delta angle of 07°14'00" and a chord that bears 5 73°16'25" W a distance of 2.40 feet, thence along the arc of said curve a distance of 2.40 feet, thence S 69°39'25" W a distance of 87.52 feet to a curve to the right which has a radius of 336.00 feet, a delta angle of 21°22'08" and a chord that bears S 80°20'29" W a distance of 124.59 feet, thence along the arc of said curve a distance of 125.31 feet, thence \$ 01°01'32" W a distance of 68.67 feet, thence S 20°59'41" W a distance of 116.15 feet, thence S 51°36'33" W a distance of 24.27 feet, thence N 28°28'31" W a distance of 33.26 feet to a non-tangent curve to the right which has a radius of 40.00 feet, a delta angle of 175°23'20" and a chord that bears N 30°46′51" W a distance of 79.94 feet, thence along the arc of said curve a distance of 122.44 feet to a curve to the left which has a radius of 19.00 feet, a delta angle of 61°29'15" and a chord that bears N 26°10'11.5" E a distance of 19.43 feet, thence along the arc of said curve a distance of 20.39 feet to a curve to the left which has a radius of 184.00 feet, a delta angle of 00°15'47" and a chord that bears N 04°42'19.5" W a distance of 0.84 feet, thence along the arc of said curve a distance of 0.84 feet to a curve to the right which has a radius of 216.00 feet, a delta angle of 20°13'25" and a chord that bears N 05°16'29.5" E a distance of 75.85 feet, thence

along the arc of said curve a distance of 76.24 feet, thence N 15°23'12" E a distance of 0.05 feet to a curve to the left which has a radius of 19.00 feet, a delta angle of 84°20'30" and a chord that bears N 26°47'03" W a distance of 25.51 feet, thence along the arc of said curve a distance of 27.97 feet to a curve to the right which has a radius of 336.00 feet, a delta angle of 18°27'39" and a chord that bears N 59°43'28.5" W a distance of 107.79 feet, thence along the arc of said curve a distance of 108.26 feet to a curve to the left which has a radius of 457.07 feet, a delta angle of 17°14'27" and a chord that bears N 59°06'52.5" W a distance of 137.02 feet, thence along the arc of said curve a distance of 137.54 feet to a curve to the left which has a radius of 84.00 feet, a delta angle of 03°19'40" and a chord that bears N 69°23'56" W a distance of 4.88 feet, thence along the arc of said curve a distance of 4.88 feet to a curve to the left which has a radius of 19.00 feet, a delta angle of 70°12′09" and a chord that bears \$ 73°50′09.5" W a distance of 21.85 feet, thence along the arc of said curve a distance of 23.28 feet to a curve to the right which has a radius of 40.00 feet, a delta angle of 121°59'58" and a chord that bears N 80°15′56" W a distance of 69.97 feet, thence along the arc of said curve a distance of 85.17 feet, thence 5 70°44'03" W a distance of 32.03 feet, thence N 80°05'53" W a distance of 94.43 feet to a meander line of NEPCo Lake, thence the following bearings and distances along said meander line, N 04°52′21" E a distance of 70.50 feet, thence N 14°04′43" W a distance of 67.2S feet, thence N 26°49'30" E a distance of 119.54 feet, thence S 63°19'26" E a distance of 124.90 feet, thence S 44°25'22" E a distance of 85.31 feet, thence S 63°56'26" E a distance of 65.36 feet, thence 5 67°07'53" E a distance of 68.27 feet, thence 5 55°40'33" E a distance of 66.15 feet, thence S 73°40'48" E a distance of 56.43 feet, thence N 76°11'26" E a distance of 64.86 feet, thence 5 77°58'49" E a distance of 67.35 feet, thence N 86°12'51" E a distance of 66.09 feet, thence N 72°19'21" E a distance of 56.14 feet, thence departing from said meander line 5 27°12'31" E a distance of 22.38 feet, thence S 44°01'55" E a distance of 111.77 feet to a nontangent curve to the left which has a radius of 134.00 feet, a delta angle of 13°34'48" and a chord that bears N 54°12'41" E a distance of 31.69 feet, thence along the arc of said curve a distance of 31.76 feet to a curve to the right which has a radius of 166.00 feet, a delta angle of 42°36'24" and a chord that bears N 68°43'29" E a distance of 120.62 feet, thence along the arc of said curve a distance of 123.44 feet, thence S 89°58'19" E a distance of 853.68 feet, thence S 00°00'00" W a distance of 217.75 feet, thence N 89°48'57" W a distance of 745.64 feet, thence N 00°01'41" E a distance of 166.71 feet, thence N 89°58'19" W a distance of 108.14 feet to a curve to the left which has a radius of 117.00 feet, a delta angle of 42°36′24" and a chord that bears S 68°43'29" W a distance of 85.01 feet, thence along the arc of said curve a distance of 87.00 feet to a curve to the right which has a radius of 183.00 feet, a delta angle of 09°31′02" and a chord that bears \$52°10'48" W a distance of 30.36 feet, thence along the arc of said curve a distance of 30.40 feet to a non-tangent curve to the right which has a radius of 333.00 feet, a delta angle of 66°47'44" and a chord that bears \$ 14°30'27" W a distance of 366.60 feet, thence along the arc of said curve a distance of 388.21 feet, thence S 40°54'49" E a distance of 116.85 feet to a curve to the right which has a radius of 2033.00 feet, a delta angle of 02°46′09" and a chord that bears \$ 39°31'44.5" E a distance of 98.25 feet, thence along the arc of said curve a distance of 98.26 feet, thence \$ 38°08'40" E a distance of 132.01 feet to the Northerly right-of-way line of SouthShore Drive and a non-tangent curve to the left which has a radius of 833.00 feet, a delta angle of 04°32′27" and a chord that bears \$51°51′20.5" W a distance of

66.00 feet, thence along the arc of said curve and said Northerly right-of-way line a distance of 66.02 feet to the **POINT OF BEGINNING.**

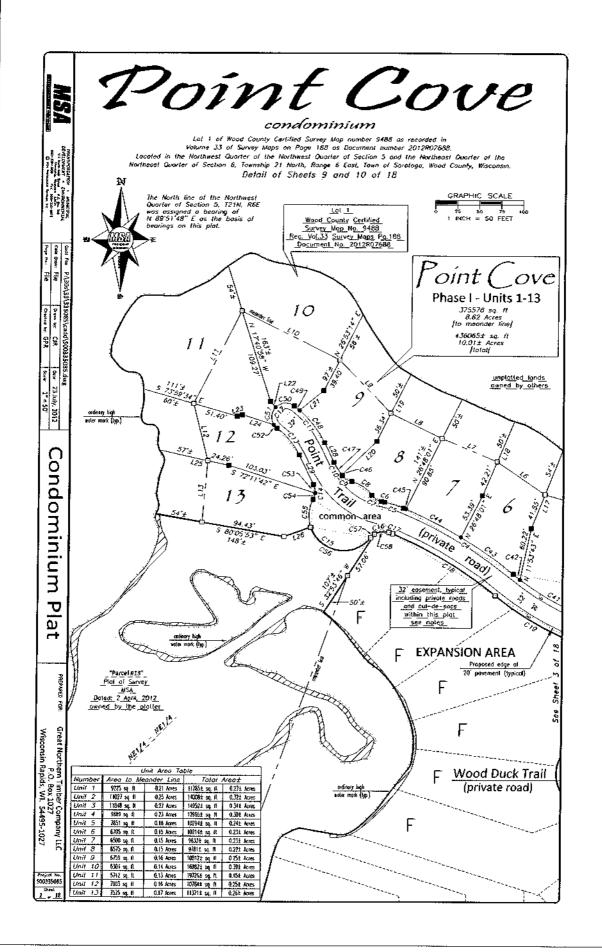
Including all lands lying between the boundary lines extended, the meander line and the ordinary high water mark of NEPCo Lake.

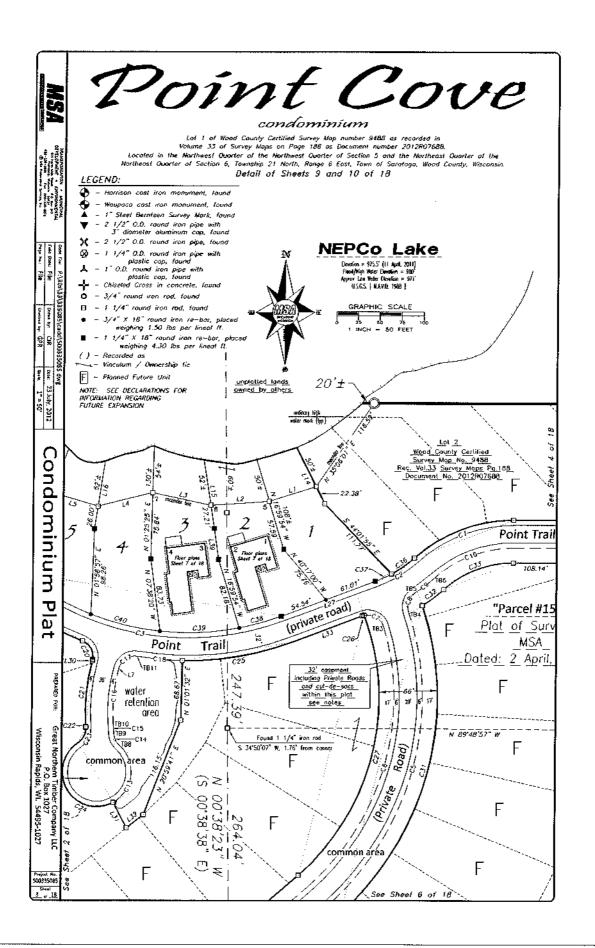
Subject to easements, covenants, restrictions and right-of-ways of record.

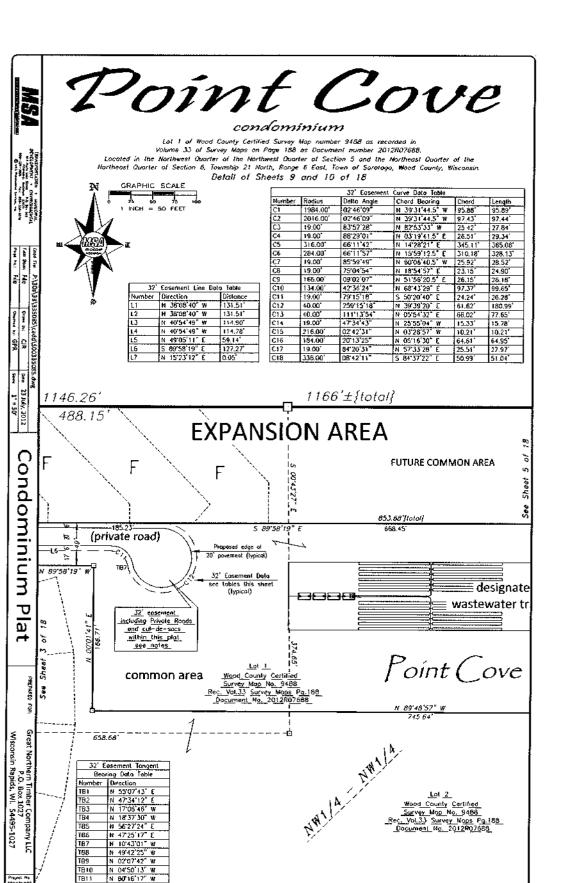
EXHIBIT B CONDOMINIUM PLAT

(See Attached)

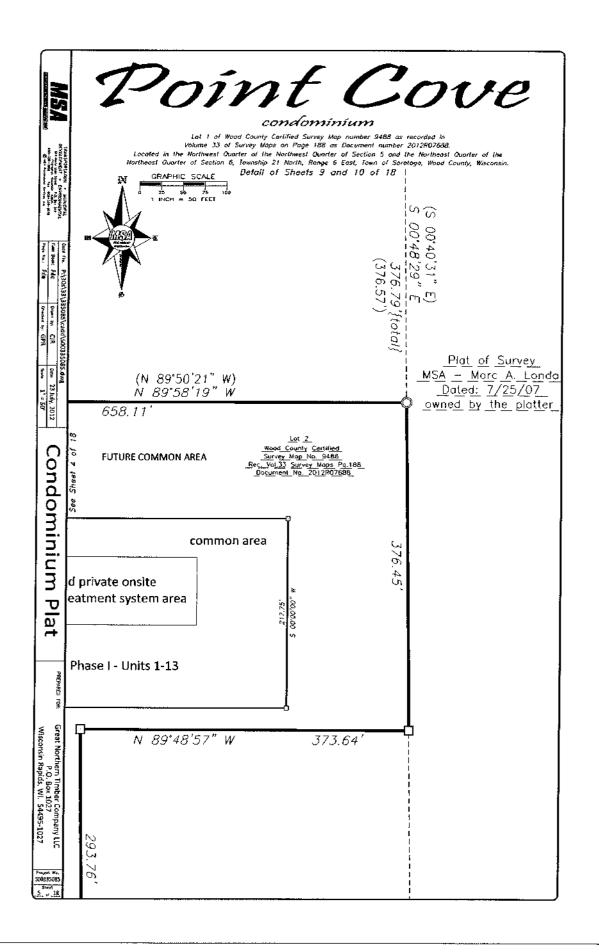
Point Cove condominium Lot 1 of Wood County Certified Survey Map number 9488 as recorded in Volume 33 of Survey Maps on Page 188 as Document number 2012/ROTSE8. Located in the Northwest Quarter of the Northwest Quarter of Section 5 and the Northeast Quarter of the Northwest Quarter of Section 6. Township 21 North, Range 6 East, Town of Sarataga, Wood County, Wisconsin. **THIS** , ji PLAT TANK THE SECTION 31-T22N-R6E SECTION 32-T22N-R6E - MEPCO Cadd Fap: Fame Book: AKE (1,10 1/2/4 켉 SH - GH ج_ا ج يي 4 3 S 54 5 NEPCO 31/32 32 TOWNLINE ROAD 1/2 ŽÝ. 42, KESTER ROAD 11/4 ese Ku 23 July, 2012 1" = 100" egit. Point Cove condominium Future Expansion Area 171 H#4 1,10 1,10 Est. -16. -15. 1/10 Condominium E 4K 5# 11/10 EN SH 44 44 4. C.S. ફુંગ ၿ 1,10 1/4 1/12 1,10 1/10 뎚 8. 8. \$<u>\$</u> cst. S# 11 is is C# C# 54 G. ij スポー イー・デート SECTION 6-T21N-R6E SECTION 5-T21N-RGE LOCATION MAP $\overline{SCALE: \quad f" = 1000}$ Pla SURVEYOR'S CERTIFICATE: SINVEYON'S CENTIFICATE: 1. Christopher J. Renner, hereby certify that I am a Licensed Land Surveyor authorized to practice that profession in this state; and That I have fully compiled with the provisions of Chapter 703 of the Wisconsin State States, Wood County Ordinance \$701 and the Town of Sarataga Bulding Cade Ordinance No. 03-21-2074, as amended; and That I have surveyed and mapped the properly described and shown upon these sheets of these Condominium Plat at the direction of Brad Pavioski for Grad Northern Timber Company, LtC, aner; and that said plat is a true and correct representation of the lands surveyed and the candominium described; to the best of my knowledge and belief; and That the identification and location of each unit and the common elements can be determined from the plot. PREPARED 3 Great Northern T Wisconsin Rapids, MSA PROFTSSIONAL SERVICES, INC. CHRISTOPHER J. RENNER, WISCONSIN REGISTERED LAND SURVEYOR \$2441 DATE Timber Company LLC 3. Box 1027 sids, WI. 54495-1027 COUNTY OF WOOD: The County of Wood does hereby certify that the Condominium Plot of Point Cove be and hereby is approved in compliance with the Wood County Shoreland Zoning Ordinance #704 and Chapter 701.04(5) of the Wood County Land Subdivision Ordinance #701. Date: ... \$0023508 Plat Review Officer

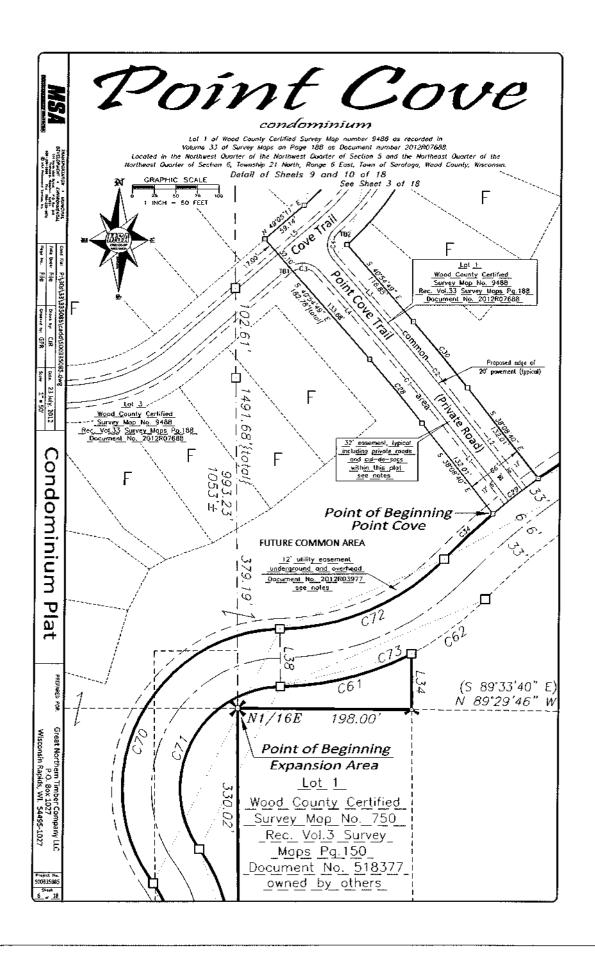


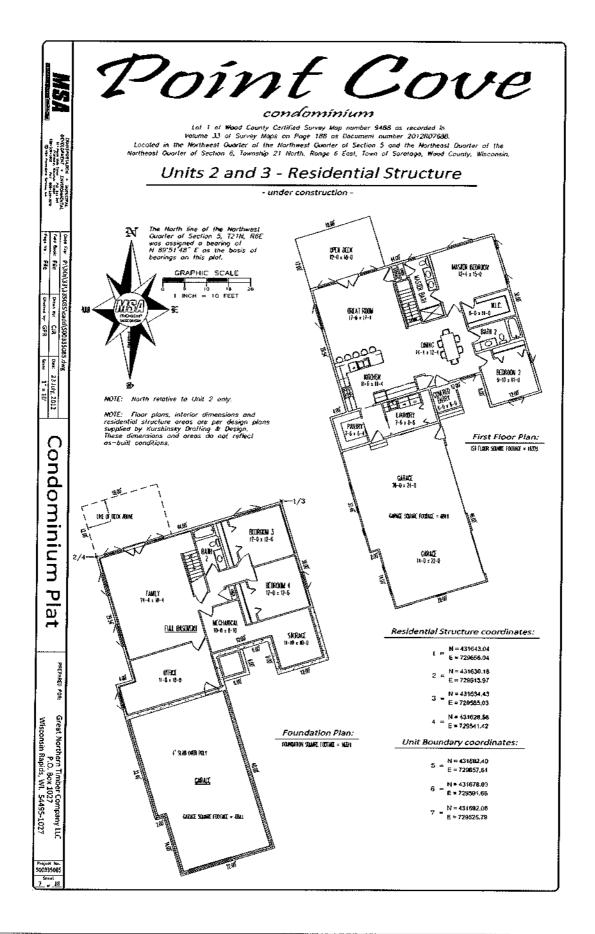


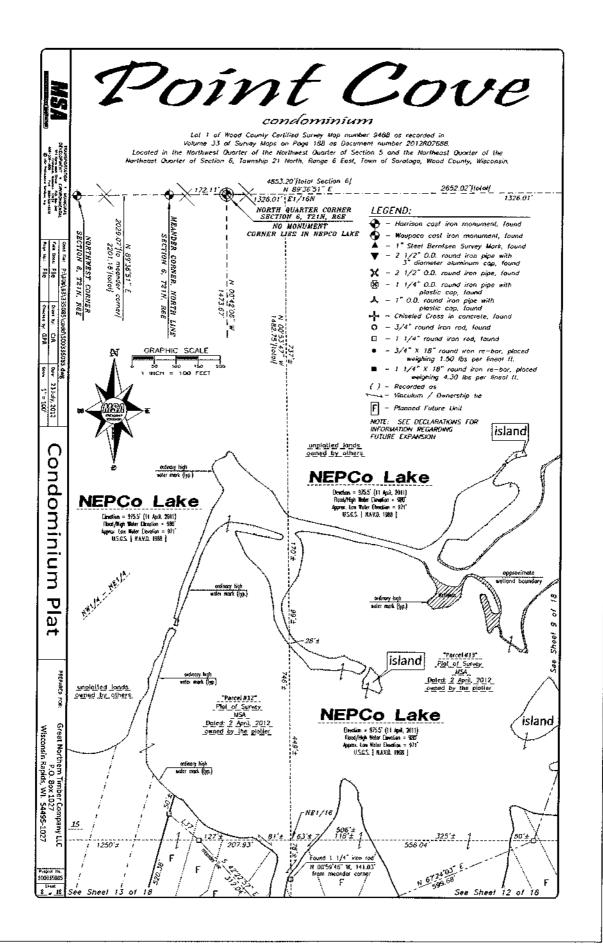


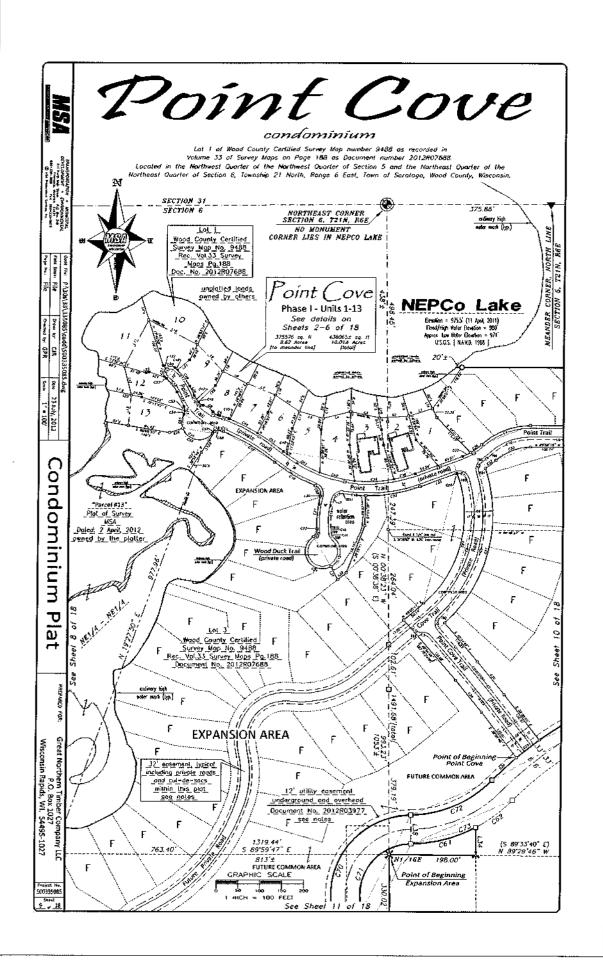
FUTURE COMMON AREA

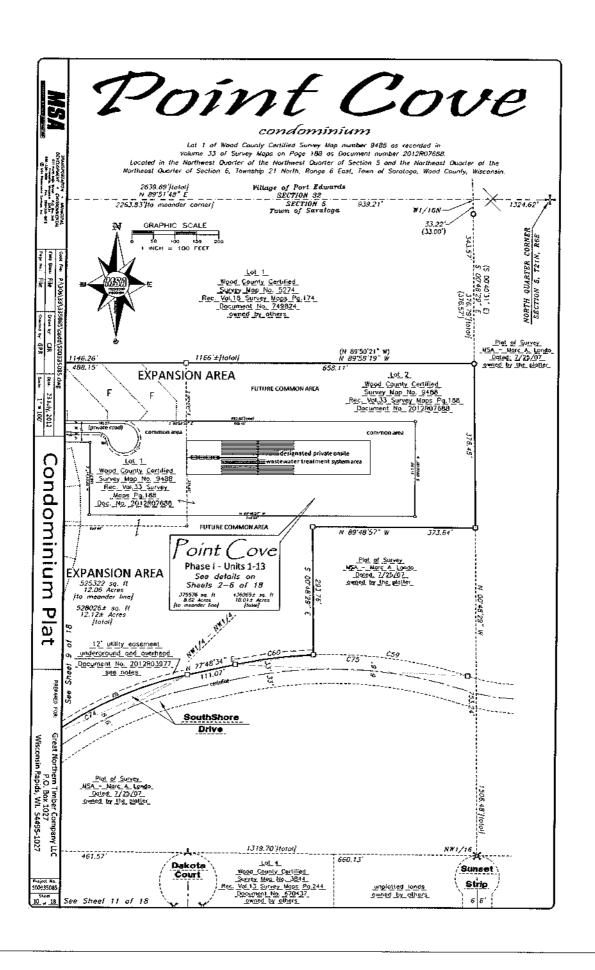


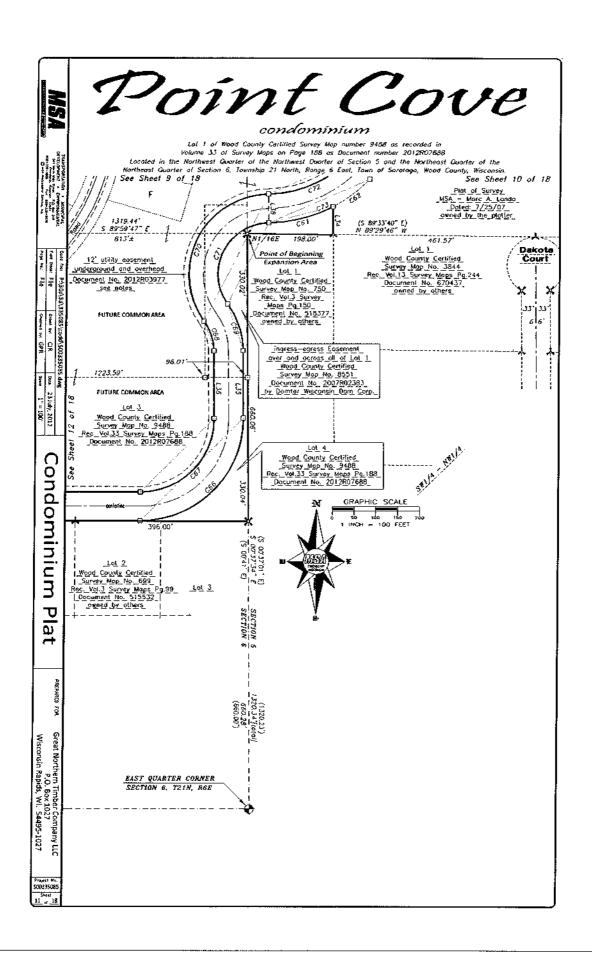


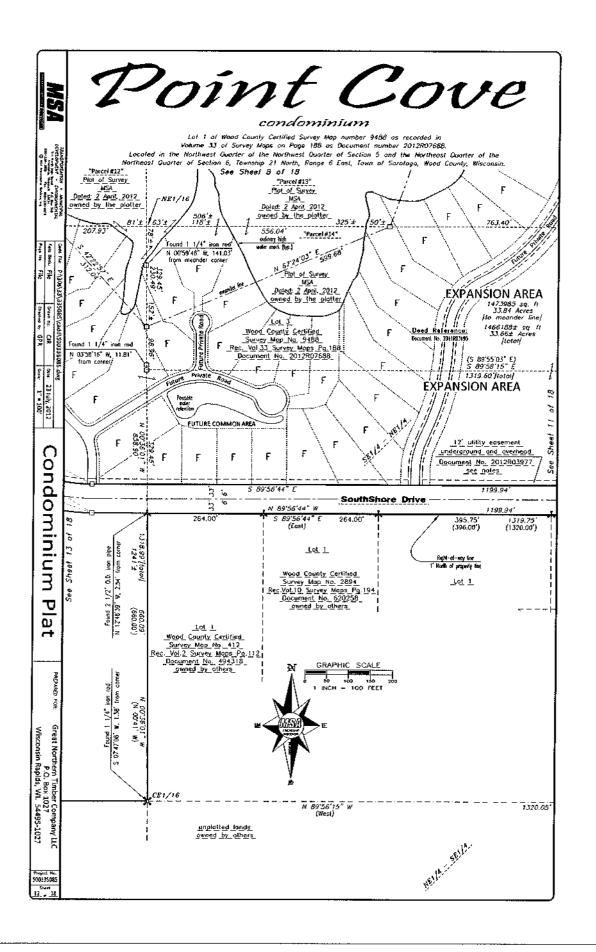


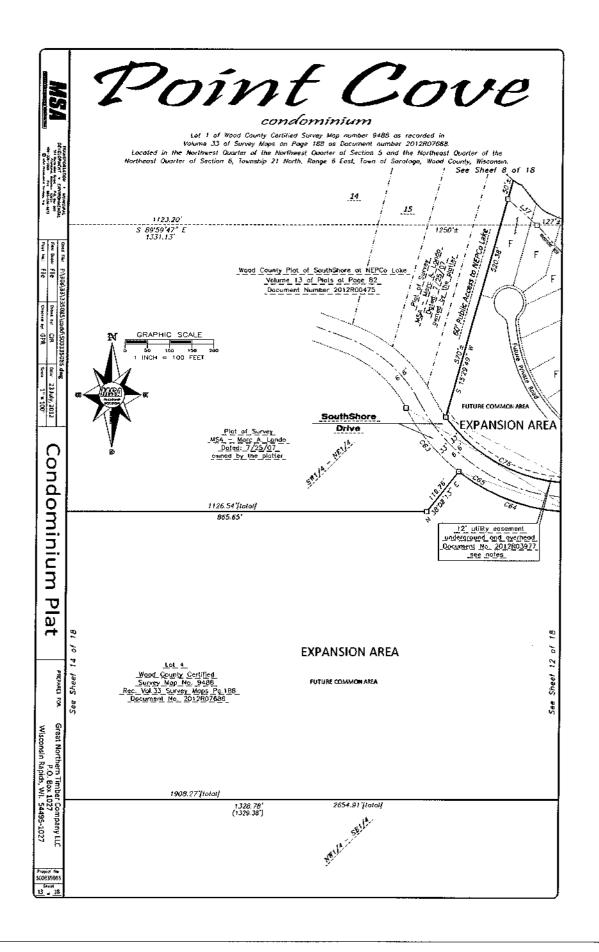


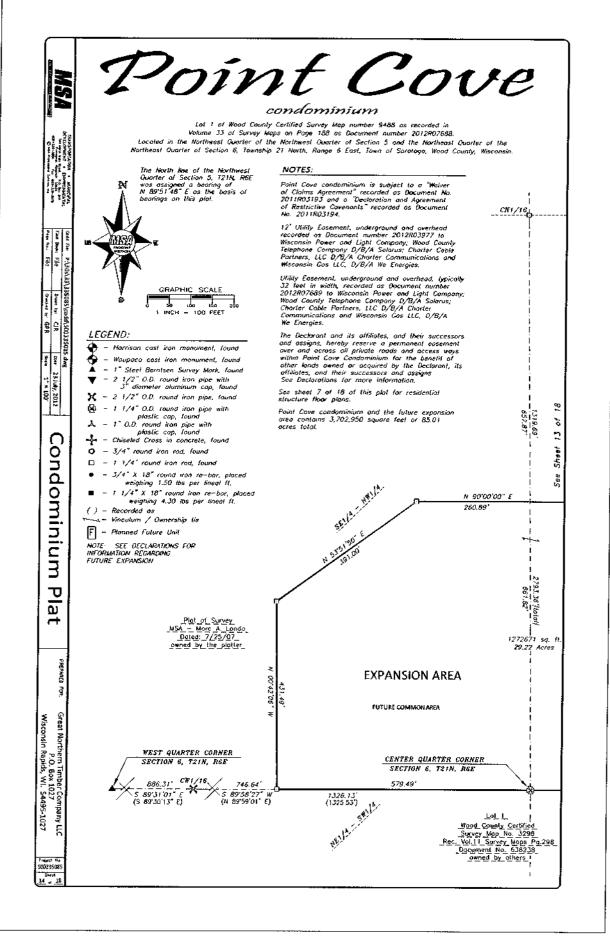












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t Northem Tin P.O. Bo onsin Rapids, Timber Company), Box 1027 ids, WI. 54495-102

Point Cove

condominium

Lat 1 of Wood County Certified Survey Map number 9488 as recorded in Valume 33 of Survey Maps on Page 188 as Occument number 2012R07688. Located in the Northwest Quarter of the Northwest Quarter of Section 5 and the Northeast Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Yown of Saratoga, Wood County, Wisconsin.

LEGAL DESCRIPTION - Phase 1, Units 1-13

Lot 1 of Wood County Certified Survey Map number 9488 recorded in Volume 33 of Survey Maps on Page 188 os number 2012R07688. Localed in the Northwest Quarter of the Northwest Quarter of Section 5 and the Northwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratago, Wood County, Wisconsin, more particularly described as follows:

Commencing at the North Quarter corner of said Section 5, thence \$ 89°51'48" W along the North line of the Owarter of sold Section 5 o distance of 2639.69 feet to the Northwest corner of sold Section 5, thence 8 00/38/23" E a distance of 1491.68 feet to the Southwest corner of the Northwest Quarter of the Northwest Quarter of sold Section 5 and the Northwest Corner of Lot 1 of Waod County Certified Survey Map number 750, thence 5 89/29/46" E along the North tine of said Lot 1 a distance of 196.00 feet to the Northeast corner thereof, thence N 00°37'34" We distance of 64.24 feet to the Southerly right—of-way line of SouthShare Drive and a non-tangent curve to the right which has a radius of 333.00 feet, a delta angle of 20°30'42" and a chord that bears S 75'46'10" We a distance of 152.71 feet, thence along the orc of said curva and said Southerly right—of-way line o distance of 154.08 feet, thence N 00°38'28" We a distance of 66.00 feet to the Northerly right-of-way line of soid SouthShore Drive and a non-forgent curve to the left which has a radius of 267.00 feet, a delta angle of 44°40'13" and a chard that bears N 66'41'24.5" E a distance of 202.93 feet, thence along the arc of said curve and said Northerly right-of-way line a distance of 208.17 feet to a curve to the right which has a radius of 833.00 feet, a delta angle of 05'13'49" and a chard that bears N 46'58'12.5" E a distance of Fig. 1 levil of 1900s of 333,00 feet, a deleta daigle of 03.13.49 and a chard half belof's N 40.50.12.5 t. a distance of 76.01 feet, thence along the arc of solid curve and solid Northerly right-of-way then a distance of 76.04 feet to the POINT OF BEGINNING, thence N 38'08'40" W. a distance of 132.01 feet to a curve to the left which has a radius at 1967.00 feet, a delta angle of 02'46'09" and a chard that bears N 39'31'44.5" W. a distance of 95.05 feet, thence a doing the arc of solid curve a distance of 95.07 feet, thence N 40'54'49" W. a distance of 182.18 feet, thence N 40'54'49" W. a distance of 182.18 feet, thence N 40'54'49" W. a distance of 182.18 feet, thence N 40'54'49" a distance of 182.18 feet, thence N 40'54'49" a distance of 182.18 feet, thence N 1357'05.5" E. a distance of 30'7.32 feet, thence olong the arc of solid curve a distance of 37'46'01" and a chard that bears non-tangent curve to the left which has a radius of 19.00 feet, a delta angle of 07'14'00' and a chard that bears 5'73'16'25" W a distance of 2.40 feet, thence along the arc of said curve a distance of 2.40 feet, thence S 69'39'25" W a distance of 67.52 feet to a curve to the right which has a radius of 336.00 feet, a delta angle of 21'22'08" and a chard that bears S 80'20'29" W a distance of 124.59 feet, thence along the arc of sold curve a distance of 125.31 feet, thence S 01'01'32" W a distance of 68.67 feet, thence S 20'59'41" W a distance of 116.15 feet, thence S 51'36'33" W a distance of 24.27 feet, thence N 8228'31" We distance of 133.26 feet to a non-tongent curve to the right which has a radius of 40.00 feet, a detta ongle of 175'22'20" and a chord that bears N 30'46'51" W a distance of 79.94 feet, thence solving the arc of said curve a distance of 172'24 feet to a curve to the left which has a radius of 19.00 feet, a detta ongle of 61'29'15" and a chord that bears N 26'10'11.5" E a distance of 11.31 feet, thence along the arc of said curve oughe of 67.29 and a timor that weath N 2010 11.3 C of assumed of 19.43 leat, inence along the arc of said curve of distance of 20.39 feet to a curve to the left which has a radius of 184.00 feet, a delto angle of 00°15'47' and a chard that bears N 04'42'19.5" W a distance of 0.84 feet, thence along the arc of said curve a distance of 0.84 feet to a curve to the right which has a radius of 216.00 feet, a delto angle of 20°13'25' and a chord that bears N 05'16'29.5" E a distance of 75.24 feet, thence along the arc of said curve a distance of 75.24 feet, thence N 15/23/12" E a distance of 0.05 feet to a curve to the left which has a radius of 19.00 feet, a delta angle of 84/20/30" and a chard that bears N 26/47/03" W a distance of 25.51 feet, thence along the arc of soid curve a distance of 27.91 feet to a curve to the right which has a radius of 33.600 feet, a delta angle of 18/27/39" and a chard that bears N 58/43/26.5" W a distance of 107.79 feet, thence along the arc of soid curve a distance of 108.25 feet to a bears N 59'43'28.5 W a distance of 107.79 feet, thence along the arc of sold curve a distance of 108.26 feet to a curve to the left which has a radius of 45.70.7 feet, a delta angle of 17'14'27" and a chord that bears N 59'05'52.5' W a distance of 137.02 feet, thence along the arc of sold curve a distance of 137.54 feet to a curve to the left which has a radius 60' delta ongle of 03'19'40' and a chord that bears N 69'23'56' W a distance of 4.88 feet to a curve to the left which has a radius of 19.00 feet, a delta angle of 70'12'09" and a chord that bears S 73'50'9,5' W a distance of 21.85 feet, thence along the arc of said curve a distance of 22.28 feet to a curve to the right which has a radius of a delta angle of 121'55'58" and a chord that bears S 73'50'9,5' W a distance of 30.00 feet, a delta angle of 121'55'58" w o distance of 68.97 feet, thence along the arc of said curve a distance of 68.17 feet, thence S 70'44'03' W a distance of 32.03 feet, thence N 80'05'53" W a distance of 44.3 feet to a meander line of N 64'32'2' W a distance of 74.04 feet, thence along the arc of 80'05'53' W a distance of 74.04 feet, thence along the arc of 80'05'53' W a distance of 74.04 feet, thence along the arc of 80'05'53' W a distance of 74.04 feet, thence along the arc of 80'05'53' W a distance of 74.04 feet, thence along the arc of 80'05'53' W a distance of 74.04 feet, thence 10'05'55' W a distance of 74.0 NEFCo Lake, thence the following bearings and distances along said meander line. N 04'52'21" E a distance of 70.50 feet, thence N 14'04'43" W a distance of 57.25 feet, thence N 26'49'30" E a distance of 119.54 feet, thence S 63'19'26" E a distance of 124.90 feet, thence S 64'25'22" E a distance of 85.31 feet, thence S 63'56'26" E a distance of 65.36 feet, thence S 67'07'53" E a distance of 68.27 feet, thence S 55'40'33" E a distance of 66.15 feet, thence S 73'40'48" E a distance of 56.43 feet, thence N 76'11'26" E a distance of 64.86 feet, thence S 77'58'49" E a distance of 67.35 feet, distance of 56.43 feet, thence N 75'11'26' E a distance of 64.86 feet, thence S 77'56'49' E a distance of 65.09 feet, thence N 85'17'51' E a distance of 66.09 feet, thence N 85'17'51' E a distance of 55.14 feet, thence beporting from soid meander line S 27'12'31" E a distance of 22'38 feet, thence S 44'01'55' E a distance of 111.77 feet to a non-tangent curve to the keft which has a radius of 134.00 feet, a delta angle of 13'34'48' and a chord that bears N 54'12'41' E a distance of 166.00 feet, a delta angle of 42'36'24" and a chord that bears N 68'43'29" E a distance of 120.52 feet, thence along the arc of soid curve a distance of 120.41 feet, thence 50'00'00'0" W a distance of 21'75' feet, thence N 60'00'0" W a distance of 166.71 feet, thence N 80'00'141" E a distance of 166.71 feet, thence N 89'56'19" W a distance of 108.14 feet to a curve to the feet which N 0001'41" E a distance of 166.71 feet, thence N 89'55'19" W a distance of 108.14 feet to a curve to the left which has a radius of 117.00 feet, a delta angle of 42'36'24" and a chard that bears S 68'43'29" W a distance of 85.01 feet, thence along the arc of said curve a distance of 87.00 feet to a curve to the right which has a radius of 185.00 feet, a delta angle of 09'31'02" and a chard that bears S 52'10'48" W a distance of 30.36 feet, thence along the arc of said curve o distance of 30.40 feet to a non-langent curve to the right which has a radius of 333.00 feet, a delta angle of 66'47'44" and a chard that bears \$14'30'27" W a distance of 366.0 feet, thence along the arc of said curve o distance of 368.21 feet, thence S 40'54'49" E a distance of 116.85 feet to a curve to the right which has a radius of 2033.00 feet, a delta angle of 02'46'09" and a chard that bears \$33'31'44.5" E a distance of 98.25 feet, thence along the arc distance of 98.26 feet, thence S 38'08'40" E a distance of 132.01 feet to the Mortherly right-of-way line of SouthShare Drive and a non-tangent curve to the left which has a radius of 833.00 feet, a delta angle of 04'32'27' and a chord that bears 5 51'51'20.5" We additioned to the test which has a radius of 833.00 feet, a delta angle of 04'32'27' and a chord that bears 5 51'51'20.5" We additioned of 86.00 feet, thence olong the orc of sold curve and sold Northerly right-of-way line a distance of 66.02 feet to the PONT OF BECHNAMO. including all lands lying between the boundary tines extended, the meander line and the ordinary high

water mark of MEPCo Lake.

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

condominium

Lot 1 of Wood County Certified Survey Mop number 3488 as recorded in Votume 33 of Survey Maps on Fage 188 as Pacument number 2012R07688.

Located in the Northwest Quarter of the Northwest Quarter of Section 5 and the Northwest Quarter of the Northwest Quarter of Section 6 and the Northwest Quarter of Section 6. Township 21 North, Range 6 East, Town of Saratago, Wood County, Wisconsin.

LEGAL DESCRIPTION - EXPANSION AREA

Lats 2, 3 and 4 of Wood County Certified Survey Map number 9488 recorded in Volume 3J of Survey Maps on Page 188 as Dacument number 2012R07688. Located in the Northwest Quarter of the Marthwest Quarter of Section 5 and the Northeast Owarter of the Northeast Quarter, the Southeast Quarter of the Northeast Owarter, the Southeast Quarter of the Northeast Owarter and the Southeast Quarter of the Northeast Owarter and the Southeast Quarter of the Northwest Owarter of Section 6, Township 21 North, Range 6 East, Town of Sarataga, Wood County, Wiscansin, more particularly described as follows:

Commencing of the North Overter corner of said Section 5, thence S 89'51'48" W along the North line of the Northwest Overter of said Section 5 o distance of 2639'69 feet to the Northwest corner of said Section 5, thence S 00'38'23" E a distance of 1491.68 feet to the Southwest corner of the Northwest Duarier of the Northwest Owarier of solid Section 5, the Northwest corner of Lot 1 of Wood County Certified Survey Map number 750 and the POINT OF BECHNING, thence 8 89'29'46" E along the North line of solid Lot 1 a distance of 198.00 feet to the Northeast corner thereof, thence N 00'37'34" W a distance of 64:24 feet to the Southerly right-of-way line of SouthShare Drive and a non-tangent curve to the right which has a radius of 333.00 feet, a delta angle of 26'30'42" and a chard that bears 5 75'46'10" W a distance of 152.71 feet, thence along the arc of soid curve and soid Southerly right-of-way line of soid SouthShare Drive and a non-tangent curve to the left which has a radius of 26'3.00 feet, a delta angle of 44'40'13" and a chard that bears N 86'41'24.5" E a distance of 202.93 feet, thence along the arc of soid curve and soid Northerly right-of-way line a distance of 202.93 feet, thence along the arc of soid curve and soid Northerly right-of-way line a distance of 202.93 feet, thence along the arc of soid curve and soid Northerly right-of-way line a distance of 208.17 feet to a curve to the right which has a radius of 183.00 feet, a delta angle of 33'27'16" and a chard that bears N 87'45'25" E a distance of 178.18 feet, thence along the arc of soid curve and soid Northerly right-of-way line a distance of 178.18 feet, thence along the arc of soid curve and soid Northerly right-of-way line a distance of 178.18 feet, thence along the arc of soid curve and soid Northerly right-of-way line a distance of 178.18 feet, thence along the arc of soid curve and soid Northerly right-of-way line a distance of 178.18 feet, thence along the arc of soid curve and soid Northerly right-of-way line a distance of 178.19 feet to a curve to the right which has a radius of 103.200 feet, a delta angle of 09'53'39' and a chord that bears N 82'45'23.5" E a distance of 178.16 feet, thence along the arc of soid curve and soid Northerly right-of-way line of distance of 1 distance of 1491.68 feet to the Southwest corner of the Northwest Quarter of the Northwest Quarter of soid Section 5, the feet to the East line of the Marthwest Ouarier of the Northwest Ouarier of said Section 5, thence N 00'48'29" W along said East line a distance of 376.45 feet to the Southeast corner of Lof 1 of Wood County Certified Survey Map numbe. 5274, thence N 8958'19" W along the South line of said Lot 1 a distance of 1146,26 teel to a meander line of NEPCo take, thence S 35'06'01" W along said meander line a distance of 116.59 feet, thence S 27'12'31" E a distance of 22.38 lest, thence 5 44°01°55" E.a. distance of 111.77 feet to a non-tangent curve to the left which has a radius of 134.00 feet, a delta angle of 13'34'48" and a chord that bears N 54°12'41" E.a. distance of 31.69 feet, thence along the arc of soid curve a distance of 31.76 feet to a curve to the right which has a radius of 156,00 feet, a detta angle of 42/36/24" and a chard that bears N 68/43/29" E a distance of 120.62 feet, thence along the arc of soid curve a distance of 123.44 teel, thence S 89'58'19" E o distance of 853.68 feet, thence S 00'00'00" W o distance of 217.75 feet, thence N 89'48'57" W o distance of 745.64 feet, thence N 00'01'41" E o distance of 166.71 feet, thence N 89'58'19" W o distance of 108.14 feet to a curve to the left which has a radius of 117.00 feet, a delta angle of 4236'24" and a chord that bears \$ 56'43'29" W a distance of 85.01 feet, thence along the arc of soid curve a distance of 87.00 feet to a curve to the right which has a radius of 183.00 feet, a delta angle of 09'31'02" and a chord that bears \$ 52'10'48" W a distance of 30.36 feet, thence along the arc of soid curve a distance of 30.40 feet to a non-tangent curve to the right which has a radius of 333.00 feet, a delta angle of 66'47'44" and a chord that bears \$ 14'30'27" W a distance of 36'60 feet, thence along the arc of said curve a distance of 388.21 feet, thence \$ 40'54'99" E a distance of 186.85 feet, thence slong the arc of said curve a distance of 388.21 feet, thence \$ 40'54'99" E a distance of 186.85 feet to a curve to the right which has a radius of 2033.00 feet, a delta angle of 02°46′09° and a chard that bears 5 39°31′44.5° E a distance of 98.25 feet, thence along the arc of said curve a distance of 98.26 feet, thence \$ 39'31'44.5" E a distance of 99.25 feet, thence along the arc of said curve a distance of 98.26 feet, thence \$\$ 38'08'40" E a distance of 132.01 feet to the Northerty right-of-way line of SouthShare Drive and a non-tangent curve to the tell which has a radius of 83.300 feet, a delta angle of 04'32'27" and a chord that bears \$\$51'51'20.5" W a distance of 66.00 feet, thence along the arc of said curve and said Northerly right-of-way line a distance of 66.02 feet, thence N 38'08'40" W a distance of 132.01 feet to a curve to the felf which has a radius of 1967.00 feet, a delta angle of 95.07 feet, thence N 40'54'49" W a distance of 182.78 feet, thence N 49'05'11" E a distance of 59.14 feet to a curve to the left which has a radius of 267.00 feet, a delta angle of 70'16'11" and a chard that bears N 13'57'05.5" E a distance of 307.32 feet, thence along the arc of said curve a distance of 327.46 feet to a non-tangent curve to the left which has a radius of 19.00 feet, a delta angle of 07'14'00" and a chard that bears non-tangent curve to the tell which has a radius of 19,00 teet, a delta angle of 07.14 UD and a chard that bears \$7.3716/25" We a distance of 2.40 teet, thence along the arc of said curve a distance of 2.40 feet, thence \$69/39/25" We a distance of 87.52 feet to a curve to the right which has a radius of 336.00 feet, a delta angle of 21/22/08" and a chard that bears \$80/20/29" We a distance of 124.59 feet, thence olong the arc of soid curve a distance of 125.31 feet, thence \$ 00/01/32" We a distance of \$8.67 feet, thence \$ 20/05/41" We a distance of 116.15 feet, thence \$ 51/36/33" We a distance of 24.27 feet, thence \$8.2828/31" We a distance of 33.26 feet to a non-tangent curve to the right which has a radius of 40.00 feet, a delta angle of 175/23/20" and a chord that bears N 30/46/51" We a distance of 79.94 feet, thence olong the arc of said curve a distance of 122.44 feet to a curve to the left which has a radius of 19.00 feet, a delta angle of 51'29'15" and a chord that bears N 26'10'11.5" E a distance of 19.43 feet, thence along the arc of said curve odistance of 20.39 feet to a curve to the left which has a radius of 184.00 feet, a delta angle of 00°15'47" and a chard that bears N 04'42'19.5" W a distance of 0.84 feet, thence along the arc of said curve a distance of 0.84 feet to a curve to the right which has a radius of 216.00 feet, a delta angle of 20'13'25' and a chard that hours N 05'16'29.5" E a distance of 75.85 feet, thence along the arc of said curve a distance of 75.85 feet, thence N 15'23'12" E a distance of 0.05 feet to a curve to the laft which has a radius of 19.00 feet, a delta angle of in 132312 L to assume in U.CS feet to a curve to the fatt which has a radius of 1870/00 feet, a leaf angle of 8878/00 and a chord that bears N 2647030 W a distance of 2551 feet, thence along the arc of said curve a distance of 27.97 feet to a curve to the right which has a radius of 336.00 feet, a delta angle of 1872/39" and a chord that bears N 59/43/28.5" W a distance of 107.79 feet, thence along the arc of said curve a distance of 108.26 feet to a curve to the left which has a radius of 457.07 feet, a delta angle of 17/14/27" and a chard that bears N 59/06/52.5" W curve to the tell which has a radius of 457.07 feet, a delta angle of 17/14 27 and a chard that bears N 59/05/52.5 W a distance of 137.02 feet, bence olong the arc of said curve a distance of 137.04 feet to a curve to the left which has a radius of 84.00 feet, a delta angle of 03/19/40" and a chord that bears N 69/23/56" W a distance of 4.88 feet, thence along the arc of said curve a distance of 4.88 feet to a curve to the left which has a radius of 19.00 feet, a delta angle of 52/09/07" and a chord that bears S 82/51/40.5" W a distance of 16.70 feet, thence along the arc of said curve a distance of 17.29 feet, thence S 22/53/46" W a distance at 57.06 feet to a meander line of MEPCo Loke, thence S 19/27/50" W along said meander line a distance of 977.96 feet to the North line of the Southeast Quarter of the Northeast Overter of said Section 6, thence S 67:24'03" W along said meander line a distance of 599.68 feet to the East line of the Southwest Overter of the Northeast Overter of said Section 6, thence N 42'22'57" W along said meander line of W along said meander line a distance of 312.04 feet to the North line of the Southwest Owarter of the Northeast Quarter of said Section 6, thence N 48'28'54" W along said mounder line a distance of 90.95 feet to the meander corner on the East line of the 60 foot Public Access to NEPCo Lake of the Wood County Plat of SouthShare at MEPCo Lake, thence S 15'29'49" W along s East line a distance of 520.38 feet to the Sautheast corner thereof, the Northerly right-of-way line of SauthShare Drive

-- Continued on sheet 17 of 18 --

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Code File P:\305\33\3 Faid Book: File Page No. File

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Condominium

Pla

PREPARED FI

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

Project No. \$00235085 Sheet 16 ... 18

File Ones of CIR See:

23 July, 2012 1" = 100"

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FOH:

Great Northern Timber Company LLC P.O. Box 1027 Wisconsin Rapids, Wil. 54495-1027

500035085

Point Cove

condominium

Lot 1 of Wood County Certified Survey Map number 948% as recorded in Volume J3 of Survey Maps on Page 188 as Document number 2012R07688 Located in the Northwest Quarter of the Northwest Quarter of Section 5 and the Northeast Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Sorataga, Wood County, Wisconsin.

-- Continued from sheet 16 of 18 --

and a non-tangent curve to the tell which has a radius of 167.00 feet, a delta angle of 53'48'34" and a chord that bears 5 63'02'77' E a distance of 332.14 feet, thence the following bacrings and distances along said Moutherly right-of-way line and along the arc of said curve a distance of 344.67 feet, thence 5 89'58'44" E a distance of 115 feet to a curve to the left which has a radius of 167.00 feet, a delta angle of 90'40'50" and a chord that bears N 44427 E o distance of 237.57 feet, thence along the arc of said curve a distance of 264.31 feet, thence N 0037.34 W a distance of 154.99 feet to a curve to the left which has a radius of 117.00 feet, a delta angle of 3549.29 and o chord that bears N 1832.18.5 W a distance of 71.97 feet, thence along the arc of said curve o distance of 73.16 feet to a curve to the left which has a radius of 183.00 feet, a delta angle of distance of 73.16 feet to a curve to the right which has a radius of 183.00 feet, a delta angle of 12528.34 and a obsolute to 75.18 feet to 48.1714 E a distance of 325.35 feet, thence along the arc of said curve a distance of 400.76 feet, thence departing from said Northerly right-of-way line, \$ 00.58/28 E a distance of 60.0 feet to the Southerly right-of-way line, \$ 00.58/28 E a distance of 60.00 feet to the Southerly right-of-way line of said SouthShare Drive and a non-tongent curve to the left which has a radius of 117.00 feet, a della angle of 125/28/34" and a chard that bears \$ 26/17/14" W a distance of 208.01 feet, thence the following bearings and distances along said Southerly right-of-way line and along the arc of sold curve a distance of 256.23 feet to a curve to the right which has a radius of 183.00 feet, a delta angle of 3549'29" and a chord that bears S 1832'18.5" E a distance of 112.57 feet, thence along the arc of sold curve a distance of 114.42 feet, thence S 00'37'34" E a distance of 154.99 feet to a curve to the right which has a radius of 233.00 feet, a delta angle of 90°40°50" and a chord that bears 5 44°42'51" W a distance of 331.46 feet, thence along the arc of said curve a distance of 368.76 feet, thence bed's 5 44.7% If we distance of 1199.94 feet to the dight which hos a radius of 435.00 feet, thence N 85°55'44" W a distance of 1199.94 feet to to curve to the tight which hos a radius of 435.00 feet, a delta angle of 37'58'57" and a chord that bears N 70'57'15.5" W a distance of 281.82 feet, thence along the arc of said curve a distance of 287.05 feet, thence departing from said Southerly right—of—way line, 5 38'02'13" W a distance of 116.76 feet, thence 5 90'00'00" W a distance of 116.76 feet, thence 5 90'00'00" W a distance of 116.54 feet, thence 5 53'51'50" W a distance of 391.00 feet, thence 5 00'02'06" E a distance of 431.49 feet to the North line of Lot 1 at Wood County Certified Survey Map number 3798, thence N 89'58'27" E along said North line of distance of 1908.22 feet to the Northeast corner thereof and the Southwest corner of Lot 1 of Wood County Certified Survey Map number 412, thence N 00°36°01" W along the West line of soid Lot 1 a distance of 660.09 feet to the Northwest corner thereof. Thence S 89°56′44" E along the North fine of soid Lot 1, the North line of Lat 1 of Wood County Certified Survey Map number 2894 and the North line of Lats 1, 2 and 3 of Wood County Certified Survey Map number 699 a distance of 1319.75 feet to the Northeost corner of said Lot 3 and the West line of Lot 1 of Wood County Certified Survey Mop number 750, thence N 00/37/34" W along said West tine o distance of 660.06 feet to the Northwest corner of said Lot 1 and the POINT OF BEGINNING.

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

Excluding any and all islands.

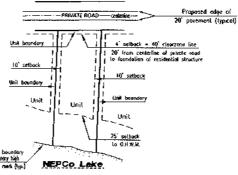
Subject to easements, covenants, restrictions and right-of-ways of record.

| Line Data Table | | | | |
|-----------------|----------------|----------|--|--|
| Number | Direction | Distance | | |
| LI | N 72'19'21" E | 56.14 | | |
| 1.2 | N 86"12"51" E | 66 09' | | |
| 13 | S 77'58'49" € | 67.35 | | |
| L4 | N 76"11"26" E | 64.86' | | |
| 15 | \$ 73'40'48" E | 56.43 | | |
| 16 | \$ 55*40*33" E | 66.15 | | |
| 17 | S 67'07'53" E | 68.27' | | |
| 18 | S 63'56'26" E | 65.36 | | |
| 19 | 5 44'25'22" E | 85.31 | | |
| L10 | S 63'19'26" E | 124.90" | | |
| LII | N 26'49'30" € | 119.54 | | |
| L12 | N 14'04'43" W | 67.25 | | |
| L13 | N 04'52'21" E | 70.50 | | |
| L14 | S 27"12"31" E | 22'± | | |
| 115 | S 08'39'19" E | 79'± | | |
| L16 | S 08:57'50" W | 78 ± | | |
| 117 | S 21'31'50" W | 96'± | | |
| L18 | 5 22'52'44" W | 92'± | | |
| L19 | S 26'48'01" W | 86 ± | | |
| 120 | N 46'41'44" E | 55.73' | | |
| 1.21 | S 50'20'59" W | 35.59 | | |
| 122 | S 44'37'45" E | 8.71 | | |
| 123 | N 72'19'02 E | 6.12 | | |
| L24 | S 72'11'42" E | 37.72 | | |
| L25 | S 77"33"41" E | B1'# | | |
| L26 | N 70'44'03" E | 32.03" | | |
| L27 | 5 69'39'25" W | 115.55' | | |
| L28 | N 25'47'17" W | 24.71 | | |
| 129 | S 25'47'17" E | 37.49" | | |
| 130 | S 15'23'12" W | 0.05' | | |
| L31 | 5 28'28'31" E | 33.26 | | |
| LJ2 | N 51'36'33" E | 24.27' | | |
| 133 | N 69'J9'25" E | 87.52 | | |
| £34 | \$ 00°37'34" E | 54.24 | | |
| 135 | 5 00'37'34" E | 154.99 | | |
| L36 | N 00'37'34" W | 154.99 | | |
| 137 | 5 48'28'54" E | 90.95 | | |
| 138 | N 00'58'28" W | 66.00' | | |
| 1.70 | H 07/47'15" W | 75.50' | | |

N 07'47'15" W 35.68'

UNITS 1 - 13 RESIDENTIAL STRUCTURE TYPICAL BUILDING ENVELOPES AND SETBACKS

NOT TO SCALE



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

condominium

Lot 1 of Wood County Certified Survey Map number 9488 as recorded in Volume 3J of Survey Maps on Page 188 as Document number 2012R07688.

Located in the Northwest Quarter of the Northwest Quarter of Section 5 and the Northeast Quarter of the Northeast Quarter of Section 6. Township 21 North, Ronge 6 East, Town of Sarotaga, Waad County, Wisconsin.

Curve Data Table

| | er Rodius | Detto Angle 42'36'24" | Chord Bearing | Chard | Langth | Tan. Bearing In | Tan. Bearing |
|-----------------|-----------|--------------------------|------------------------|----------------|---------|--------------------------------|----------------------------|
| C1 | 166.00 | | S 68'43'29" W | 120.62 | 123.44 | N 89'58'19" W | S 47'25'17" |
| Ç2 | 134.00' | 22'14'08" | 1 5 56°32'21" W | 51.68 | 52.00 | S 47'25'17" W S 69'39'25" W | \$ 69'39'25" |
| ÇĴ | 304.00 | 59'50'56" | N 80°25'07" W | 303.31 | 317.55 | S 69'39'25" W | N 50'29'39" |
| C4 | 489.07 | 17 14 28" | N 59"06"53" W | 146.61 | 147.17 | N 50°29'39" W | N 67'44'07" |
| C5 | 116.00 | 11'03'12" | N 73"15"43" W | 22 34' | 22.38' | N 67'44'07" W | N 78'47'19" |
| <u>C6</u> C7 | 84.00 | 03'13'00" | N 77 10'49" W | 4.72 | 4.72 | N 78'47'19" W | N 75'34'19" |
| | 19.00' | 39'23'09" | N 55'52'44.5" N | | 13.06 | N 75'34'19" W | \$ 36'11'11" |
| C8 | 40.00 | 41"22"12" | N 56'52'16" W | 28.26 | 28 88 | S 36"11"11" E | S 77'33'22" |
| C9 | 19.00 | 39°23′09" | N 5751'47.5" W | | 13.061 | S 77'33'22" € | N 38'10'13" |
| C10 | 84.00 | 12 22 56 | N 31'58'45" W | 18.12 | 18.15 | N 38*10'13" W | 5 25'47'17" |
| CII | 115.00 | 27'15'14" | N 39'24'54" W | 54.86 | 55.18 | S 25'47'17" E | S 53'02'31" |
| C12 | 16.00' | 180'00'00" | 5 36'57'29" W | 32.00' | 50.27 | S 53'02'31" £ | 5 53'02'31" |
| C13 | 84.00" | 27'15'14" | 5 39'24'54" E | 39.58' | 39.96 | S 53'02'31" E S 25'47'17" E | S 25'47'17" |
| C14 | 19.00' | 53'36'51" | 15 01 01 08.5" W | 17,14 | 17 78" | S 25'47'17" E | N 27'49'34" |
| C15 | 40.00' | 169'05'29" | S 56°43′10.5″ € | 79.64 | 118 05' | N 27'49'34" E | N 38 44 05 |
| C16 | 19.00 | 70'12'09" | N 73'50'09.5" E | | 23 28 | N 38'44'05" E | N 71'03'46" |
| C17 | 84.00 | 03'19'40" | 5 69'23'56" ξ | 4,88 | 4.88 | N 71'03'46" W | N 6744'06" |
| C18 | 457.07' | 17'14'27" | S 59'06'52.5" £ | 137.02" | 137.541 | N 67'44'06" W | N 50'29'39" |
| C19 | 336.00 | 18'27'39" | 5 59 4J 28.5" E | 107.79 | 108.26 | N 50'29'39" W | S 68'57'18" |
| C20 | 19 00 | 84'20'30" | S 26'47'03" E | 25.51 | 27.97 | S 68'57'18" E | N 15'23'12" |
| C21 | 215.00 | 20'13'25" | S 05 16 29.5" W | | 76.24 | 5 15'23'12" W | S 04'50'13" |
| C22 | 184.00 | 00'15'47" | 15 04'42'19.5" E | 0.84 | 0.84 | \$ 04'50'13" E | N 04'34'26" |
| C23 | 19.00 | 61'29'15" | 5 26'10'11.5" W | 19.43' | 20.39 | N 04'34'26" W | N 56'54'49" |
| C24 | 40.00 | 175'23'20" | 15 30'46'51' F | 79.94 | 122.44 | N 56'54'49" E | 5 61'31'29" |
| C25 | 336.00 | 21'22'08" | N 80'20'29" E | 124.59 | 125.31 | N 88'58'27" W | S 69'J9'25" |
| C26 | 19.00' | 07'14'00" | N 75 16 25 E | 2.40 | 2.40 | 5 69 39 25" W | 5 76"53"25" |
| C27 | 267.00 | 70'16'11" | S 13'57'05.5" W | | 327.46 | N 21'11'00" W | N 49"05"11" |
| C28 | 1967.00 | 02"46'09" | S 39'31'44.5" [| 95.06 | 95.07 | | |
| C29 | 833.00 | 04'32'27" | N 51'51'20.5" E | 66.00" | 66.02 | N 54'07'34" E | N 49'35'07" |
| C30 | 2033.00 | 02'46'09" | N 39'31'44.5" W | | 98.26 | | |
| C31 | 333.00 | 66'47'44" | N 14'30'27" E | 366.60 | 388.21 | 5 4754'19" W | N 18'53'25" |
| C32 | 183.001 | 09'31'02" | N 52'10"48" E | 30.36 | 30 40" | N 56 56 19" E | S 47'25'17" |
| C33 | 117.00' | 42'36'24" | N 68'43'29" E | 85.01 | 87.00 | 5 47'25'17" W | N 89'58'19" |
| CJ4 | 833.00 | 05.13'49" | N 46'58'12.5" E | 76.01 | 76.04 | N 49'35'07" E | N 44'21'18" N 54'07'34" |
| C35 | 833.00 | 23'41'00" | N 65'58'04" E | 341.88 | 344.32 | N 77'48'34" E | N 54'07'34" |
| C3 6 | 134.00" | 13"34"48" | S 54"12"41" W | 31.69 | 31.76 | S 47 25 17" W | 5 61'00'05" |
| C37 | 134.00 | 08'39'20" | 15 65 19 45 W | 20.22' | 20.24 | S 61'00'05" W | S 69"39"25" |
| C38 | 304.001 | 09'20'38" | S 74'19'44" W | 49.52 | 49.57 | | |
| C39 | 304.00 | 16'57'43" | S 87'28'54.5" W | 89.67 | 90.00 | | |
| C40 | 304.00 | 15'30'20" | N 76'17'04" W | 82 02" | 82 27' | | |
| C41 | 304.00 | 16'09'54" | N 60'26'57" W | 8 5.48′ | 85.781 | | |
| C42 | 304.00 | 01.52.21 | N 51'25'49.5" W | | 9.93" | | |
| C43 | 489.07 | 08'34'03" | N 54'45'40.5" W | 73,06 | 73.14 | | |
| C44 | 489.07 | 08'19'31" | N 63'13'27.5" W | 71.00' | 71.06 | | |
| C45 | 489.07 | 00'20'54" | 15 67'33'40" E | 2 97' | 2 97' | | |
| C46 | 84.00 | 00'55'18" | N 37'42'04" W | 1.38 | 1.38 | | |
| 047 | 84.00 | 11'26'38" | N 31'30'36" W | 16 75" | 16 77' | | |
| C48 | 116.001 | 23'18'40" | IN 37'26'37" W I | 46.87 | 47.20 | | |
| C49 | 116.00' | 03.56'34" | N 51'04'14" W | 7.98 | 7.98' | | |
| C50 | 16 00' | 81'35'13" | S 86 09 52.5 W | 20.91 | 22 78' | | |
| 057 | 16.00' | 78'50'33" | \$ 05'56'59.5" W | 20.32 | 22 02" | | |
| C52 | 16.00 | 19"34"14" | S 43.15'24" E | 5.44 | 5.47 | | |
| 953 | 19.00 | 30'27'50" | 5 10'33'22" E | 9.98 | 10.10 | | |
| 254 | 19.00 | 23'09'01" | 5 16 15 03.5" W | 7.62 | 7.68 | | |
| C 5 .5 | 40.00 | 47'05'31" | S 04'16'485" W | 31.96' | 32.88 | N 27'49'34" E | N 19'15'57" |
| C56 | 40.00 | 121'59'58" | 5 80 15'56" E | 69.97 | 85.17 | N 19'15'57" W | N 38'44'05" |
| 257 | 19.00 | 18'03'02" | 1 <i>N 4/4</i> 0J0 C I | 5.96 | 5.99' | N 38'44'05" E N 56'47'07" E | N 56'47'07" |
| 25 <i>8</i> | 19.00 | 52'09'07" | N 82'51'40.5" E | 16.70 | 17.29 | N 56'47'07" E | N 71'03'46" |
| 59 | 1033.00 | 19'58'08" | N 82 18 43" W | 358.20 | 360.02 | | |
| 60 | 1033.00 | 09'53'39" | S 82'45'23.5" W | | 178.39 | S 87 42 13" W | N 77'48'34" |
| 261 | 233.00 | 25'30'42" | N 75'46'10" E | 152.71 | 154.081 | N 89'01'31" E | N 62°30′49″ |
| 62 | 333.00' | 18'09'31" | N 53'25'03.5" E | 105.10 | 105.54 | | |
| 763 | 433.00 | 25'05'00" | S 39'25'17" E | 188.05 | 189.56 | | |
| 64 | 433.00 | 37:58'57" | \$ 70'57'15.5" E | 281.82 | 287.05 | N 51'57'47" W | N 89'56'44" ! |
| 65 | 433.00 | 63'03'57" | S 58'24'45.5" E | 452.91 | 476.61 | | |
| 66 | 233.00 | 90'40'50" | N 44 42 51" E | 331.46 | 368.76 | | |
| 67 | 167.00 | 90'40'50" | N 44'42'51" E | 237.57 | 264.31 | | |
| 68 | 117.00 | 35'49'29" | | 71.97 | 73.16 | N 36°27'03" W | N 00°37°34" N 36°27'03" |
| 69 | 183.00 | 35'49'29" | N 18'32'18.5" W | 112.57 | 114.42 | N 00'37'34" W | N 36'27'03" |
| 70 | 183.00 | 125'28'34" | N 26'1/ 14 E | 325.35 | 400.76 | N 89'01'31" E | N 36'27'03" |
| 71 | 117.00 | 125'28'34 | N 26"17"14" E | 208.01 | 256.23' | N 36'27'03" W | N 89'01'31" |
| 72 | 267.00" | 44'40'13" | | 202.93* | 208.17 | N 44°21°18″ € | N 89'01'31" |
| :73 | 333.00 | 44'40'13" | | 253.10 | 259.62' | | |
| 74 | 833.00 | 33'27'16" | | 479.501 | 486.38" | N 77'48'34" E | N 44'21'18" |
| 175 | 1033.00 | 29'51'47" | | 5J2.34° | 538.41 | | |
| 75 | | | | | | | |

23 July, 2012 1" = 100"

Condominium Plat

PREPARED FOR:

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

EXHIBIT C EXPANSION LANDS

(See Attached)

Lots 2, 3 and 4 of Wood County Certified Survey Map number 9488 recorded in Volume 33 of Survey Maps on Page 188 as Document number 2012R07688. Located in the Northwest Quarter of the Northwest Quarter of Section 5 and the Northeast Quarter of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northwest Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin, more particularly described as follows;

Commencing at the North Quarter corner of said Section 5, thence S 89°51′48" W along the North line of the Northwest Quarter of said Section 5 a distance of 2639.69 feet to the Northwest corner of said Section 5, thence S 00°38′23" E a distance of 1491.68 feet to the 5outhwest corner of the Northwest Quarter of the Northwest Quarter of said Section 5, the Northwest corner of Lot 1 of Wood County Certified Survey Map number 750 and the **POINT OF** BEGINNING, thence S 89°29'46" E along the North line of said Lot 1 a distance of 198.00 feet to the Northeast corner thereof, thence N 00°37'34" W a distance of 64.24 feet to the Southerly right-of-way line of SouthShore Drive and a non-tangent curve to the right which has a radius of 333.00 feet, a delta angle of 26°30'42" and a chord that bears 5 75°46'10" W a distance of 152.71 feet, thence along the arc of said curve and said Southerly right-of-way line a distance of 154.08 feet, thence N 00°58′28" W a distance of 66.00 feet to the Northerly right-of-way line of said 5outhShore Drive and a non-tangent curve to the left which has a radius of 267.00 feet, a delta angle of 44°40′13" and a chord that bears N 66°41′24.5" E a distance of 202.93 feet, thence along the arc of said curve and said Northerly right-of-way line a distance of 208.17 feet to a curve to the right which has a radius of 833.00 feet, a delta angle of 33°27′16" and a chord that bears N 61°04′56" E a distance of 479.50 feet, thence along the arc of said curve and said Northerly right-of-way line a distance of 486.38 feet, thence N 77°48′34" E along said Northerly right-of-way line a distance of 111.07 feet to a curve to the right which has a radius of 1033.00 feet, a delta angle of 09°53'39" and a chord that bears N 82°45'23.5" E a distance of 178.16 feet, thence along the arc of said curve and said Northerly right-of-way line a distance of 178.39 feet, thence N 00°48'29" W a distance of 293.76 feet, thence S 89°48'57" E a distance of 373.64 feet to the East line of the Northwest Quarter of the Northwest Quarter of said Section 5, thence N 00°48′29" W along said East line a distance of 376.45 feet to the Southeast corner of Lot 1 of Wood County Certified Survey Map number 5274, thence N 89°58'19" W along the 5outh line of said Lot 1 a distance of 1146.26 feet to a meander line of NEPCo Lake, thence S 35°06'01" W along said meander line a distance of 116.59 feet, thence S 27°12'31" E a distance of 22.38 feet, thence S 44°01'55" E a distance of 111.77 feet to a non-tangent curve to the left which has a radius of 134.00 feet, a delta angle of 13°34'48" and a chord that bears N 54°12′41" E a distance of 31.69 feet, thence along the arc of said curve a distance of 31.76 feet to a curve to the right which has a radius of 166.00 feet, a delta angle of 42°36′24" and a chord that bears N 68°43'29" E a distance of 120.62 feet, thence along the arc of said curve a distance of 123.44 feet, thence S 89°58′19" E a distance of 853.68 feet, thence S 00°00′00" W a distance of 217.75 feet, thence N 89°48'57" W a distance of 745.64 feet, thence N 00°01'41" E a distance of 166.71 feet, thence N 89°58'19" W a distance of 108.14 feet to a curve to the left which has a radius of 117.00 feet, a delta angle of 42°36′24" and a chord that bears S 68°43′29" W a distance of 85.01 feet, thence along the arc of said curve a distance of 87.00 feet to a curve

to the right which has a radius of 183.00 feet, a delta angle of 09°31′02" and a chord that bears S 52°10′48" W a distance of 30.36 feet, thence along the arc of said curve a distance of 30.40 feet to a non-tangent curve to the right which has a radius of 333.00 feet, a delta angle of 66°47'44" and a chord that bears 5 14°30'27" W a distance of 366.60 feet, thence along the arc of said curve a distance of 388.21 feet, thence \$ 40°54'49" E a distance of 116.85 feet to a curve to the right which has a radius of 2033.00 feet, a delta angle of 02°46'09" and a chord that bears \$ 39°31'44.5" E a distance of 98.25 feet, thence along the arc of said curve a distance of 98.26 feet, thence S 38°08'40" E a distance of 132.01 feet to the Northerly right-of-way line of SouthShore Drive and a non-tangent curve to the left which has a radius of 833.00 feet, a delta angle of 04°32′27" and a chord that bears S 51°51′20.5" W a distance of 66.00 feet, thence along the arc of said curve and said Northerly right-of-way line a distance of 66.02 feet, thence N 38°08'40" W a distance of 132.01 feet to a curve to the left which has a radius of 1967.00 feet, a delta angle of 02°46'09" and a chord that bears N 39°31'44.5" W a distance of 95.06 feet, thence along the arc of said curve a distance of 95.07 feet, thence N 40°54'49" W a distance of 182.78 feet, thence N 49°05'11" E a distance of 59.14 feet to a curve to the left which has a radius of 267.00 feet, a delta angle of 70°16′11" and a chord that bears N 13°57'05.5" E a distance of 307.32 feet, thence along the arc of said curve a distance of 327.46 feet to a non-tangent curve to the left which has a radius of 19.00 feet, a delta angle of 07°14′00" and a chord that bears S 73°16′25" W a distance of 2.40 feet, thence along the arc of said curve a distance of 2.40 feet, thence S 69°39'25" W a distance of 87.52 feet to a curve to the right which has a radius of 336.00 feet, a delta angle of 21°22'08" and a chord that bears S 80°20′29" W a distance of 124.59 feet, thence along the arc of said curve a distance of 125.31 feet, thence S 01°01'32" W a distance of 68.67 feet, thence S 20°59'41" W a distance of 116.15 feet, thence S 51°36'33" W a distance of 24.27 feet, thence N 28°28'31" W a distance of 33.26 feet to a non-tangent curve to the right which has a radius of 40.00 feet, a delta angle of 175°23′20" and a chord that bears N 30°46′51" W a distance of 79.94 feet, thence along the arc of said curve a distance of 122.44 feet to a curve to the left which has a radius of 19.00 feet, a delta angle of 61°29'15" and a chord that bears N 26°10'11.5" E a distance of 19.43 feet, thence along the arc of said curve a distance of 20.39 feet to a curve to the left which has a radius of 184.00 feet, a delta angle of 00°15'47" and a chord that bears N 04°42'19.5" W a distance of 0.84 feet, thence along the arc of said curve a distance of 0.84 feet to a curve to the right which has a radius of 216.00 feet, a delta angle of 20°13′25" and a chord that bears N 05°16′29.5" E a distance of 75.85 feet, thence along the arc of said curve a distance of 76.24 feet, thence N 15°23'12" E a distance of 0.05 feet to a curve to the left which has a radius of 19.00 feet, a delta angle of 84°20′30″ and a chord that bears N 26°47′03″ W a distance of 25.51 feet, thence along the arc of said curve a distance of 27.97 feet to a curve to the right which has a radius of 336.00 feet, a delta angle of 18°27'39" and a chord that bears N 59°43'28.5" W a distance of 107.79 feet, thence along the arc of said curve a distance of 108.26 feet to a curve to the left which has a radius of 457.07 feet, a delta angle of 17°14'27" and a chord that bears N 59°06′52.5" W a distance of 137.02 feet, thence along the arc of said curve a distance of 137.54 feet to a curve to the left which has a radius of 84.00 feet, a delta angle of 03°19'40" and a chord that bears N 69°23′56" W a distance of 4.88 feet, thence along the arc of said curve a distance of 4.88 feet to a curve to the left which has a radius of 19.00 feet, a delta angle of 52°09'07" and a chord that bears \$ 82°51'40.5" W a distance of 16.70 feet, thence along the arc

of said curve a distance of 17.29 feet, thence S 32°53′46" W a distance of 57.06 feet to a meander line of NEPCo Lake, thence S 19°27'50" W along said meander line a distance of 977.96 feet to the North line of the Southeast Quarter of the Northeast Quarter of said Section 6, thence S 67°24'03" W along said meander line a distance of 599.68 feet to the East line of the Southwest Quarter of the Northeast Quarter of said Section 6, thence N 42°22'57" W along said meander line a distance of 312.04 feet to the North line of the Southwest Quarter of the Northeast Quarter of said Section 6, thence N 48°28'54" W along said meander line a distance of 90.95 feet to the meander corner on the East line of the 60 foot Public Access to NEPCo Lake of the Wood County Plat of SouthShore at NEPCo Lake, thence S 15°29'49" W along said East line a distance of 520.38 feet to the Southeast corner thereof, the Northerly right-of-way line of SouthShore Drive and a non-tangent curve to the left which has a radius of 367.00 feet, a delta angle of 53°48'34" and a chord that bears S 63°02'27" E a distance of 332.14 feet, thence the following bearings and distances along said Northerly right-of-way line and along the arc of said curve a distance of 344.67 feet, thence S 89°56'44" E a distance of 1199.94 feet to a curve to the left which has a radius of 167.00 feet, a delta angle of 90°40′50" and a chord that bears N 44°42′51" E a distance of 237.57 feet, thence along the arc of said curve a distance of 264.31 feet, thence N 00°37'34" W a distance of 154.99 feet to a curve to the left which has a radius of 117.00 feet, a delta angle of 35°49'29" and a chord that bears N 18°32'18.5" W a distance of 71.97 feet, thence along the arc of said curve a distance of 73.16 feet to a curve to the right which has a radius of 183.00 feet, a delta angle of 125°28'34" and a chord that bears N 26°17'14" E a distance of 325.35 feet, thence along the arc of said curve a distance of 400.76 feet, thence departing from said Northerly right-of-way line, S 00°58′28″ E a distance of 66.00 feet to the Southerly right-of-way line of said SouthShore Drive and a non-tangent curve to the left which has a radius of 117.00 feet, a delta angle of 125°28'34" and a chord that bears S 26°17′14" W a distance of 208.01 feet, thence the following bearings and distances along said Southerly right-of-way line and along the arc of said curve a distance of 256.23 feet to a curve to the right which has a radius of 183.00 feet, a delta angle of 35°49′29" and a chord that bears 5 18°32′18.5" E a distance of 112.57 feet, thence along the arc of said curve a distance of 114.42 feet, thence S 00°37′34" E a distance of 154.99 feet to a curve to the right which has a radius of 233.00 feet, a delta angle of 90°40′50" and a chord that bears S 44°42′51" W a distance of 331.46 feet, thence along the arc of said curve a distance of 368.76 feet, thence N 89°56′44″ W a distance of 1199.94 feet to a curve to the right which has a radius of 433.00 feet, a delta angle of 37°58'57" and a chord that bears N 70°57'15.5" W a distance of 281.82 feet, thence along the arc of said curve a distance of 287.05 feet, thence departing from said Southerly right-of-way line, 5 38°02'13" W a distance of 116.76 feet, thence S 90°00'00" W a distance of 1126.54 feet, thence \$ 53°51'50" W a distance of 391.00 feet, thence \$ 00°42'06" E a distance of 431.49 feet to the North line of Lot 1 of Wood County Certified Survey Map number 3298, thence N 89°58'27" E along said North line a distance of 1908.27 feet to the Northeast corner thereof and the Southwest corner of Lot 1 of Wood County Certified Survey Map number 412, thence N 00°36′01" W along the West line of said Lot 1 a distance of 660.09 feet to the Northwest corner thereof, thence S 89°56′44" E along the North line of said Lot 1, the North line of Lot 1 of Wood County Certified Survey Map number 2894 and the North line of Lots 1, 2 and 3 of Wood County Certified Survey Map number 699 a distance of 1319.75 feet to the Northeast corner of said Lot 3 and the West line of Lot 1 of Wood County Certified

Survey Map number 750, thence N 00°37′34″ W along said West line a distance of 660.06 feet to the Northwest corner of said Lot 1 and the *POINT OF BEGINNING*. Including or excluding all lands lying between the boundary lines extended, the meander line and the ordinary high water mark of NEPCo Lake. Excluding any and all islands.

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

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR POINT COVE CONDOMINIUM

Document Number

Title of Document

2012R08832

SUSAN E. GINTER WOOD COUNTY REGISTER OF DEEDS

RECORDED ON 08/17/2012 03:01PM

REC FEE: EXEMPT #1 PAGES: 30.00 N/A 7

Record this document with the Register of Deads

Name and Return Address:

Michael D. Orgemen, Esq. Lichtsinn & Haensel, s.c. 111 East Wisconsin Avenue, #1800 Milwaukee, WI 53202

30.00P P Parloski

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR POINT COVE CONDOMINIUM

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM for Point Cove Condominium (this "First Amendment") is made this 16th day of August, 2012, by Great Northern Timber Company, LLC, a Wisconsin limited liability company (hereinafter "Declarant"), pursuant to the Declaration of Condominium for POINT COVE CONDOMINIUM ("Condominium") recorded on August 8, 2012 as Document No. 2012R08477, in the Office of the Register of Deeds for Wood County, Wisconsin (the "Declaration").

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

WHEREAS, Declarant, as the current owner of 100% of the Units subject to the Declaration, has the right, pursuant to Subparagraph of AA Section 18 of the Declaration, to amend the Declaration;

WHEREAS, Declarant desires to amend the Declaration to provide that dwellings erected on a Unit shall not have more than three (3) bedrooms;

NOW, THEREFORE, for and in consideration of the premises, it is hereby agreed that the Declaration is hereby amended as follows:

1. Amendment.

As of the effective date hereof, the original Declaration is amended by adding the following sentence to the end of Section 18(K)(2) of the Declaration:

Number of bedrooms: Dwellings shall not have more than three (3) bedrooms.

2. Effective Date.

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

3. Miscellaneous.

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

IN WITNESS WHEREOF, this First Amendment has been executed by a duly authorized member of Declarant, as of the date first set forth above.

| | DECLARANT: |
|--------------------------------------|--|
| | GREAT NORTHERN TIMBER COMPANY, LLC, a Wisconsin limited liability company By: |
| | Name: PATILLUX PAYLOSHE |
| | Title: Member |
| STATE OF WISCONSIN) | |
| WOLD COUNTY) | |
| Wisconsin limited liability company, | is 17mm/day of August, 2012, the above-named of Great Northern Timber Company, LLC, a who acknowledges that he executed the foregoing lity company and by its authority, for the purposes set |
| | Many Sue Junsky Printed Jame: MARY SUF SEWSKY Notary Public, WOOD County State of Wisconsin My Commission expires: 5-29-16 |
| | 2000 ST. 100 S |
| DRAFTED DY: | tagiji (thì |
| Reggie Wegner | |

EXHIBIT A LEGAL DESCRIPTION

(See Attached)

Lot 1 of Wood County Certified Survey Map number 9488 recorded in Volume 33 of Survey Maps on Page 188 as Document number 2012R07688. Located in the Northwest Quarter of the Northwest Quarter of Section S and the Northeast Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin, more particularly described as follows;

Commencing at the North Quarter corner of said Section 5, thence S 89°51'48" W along the North line of the Northwest Quarter of said Section 5 a distance of 2639.69 feet to the Northwest corner of said Section 5, thence S 00°38'23" E a distance of 1491,68 feet to the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 5 and the Northwest corner of Lot 1 of Wood County Certified Survey Map number 750, thence 5 89°29'46" E along the North line of said Lot 1 a distance of 198,00 feet to the Northeast corner thereof, thence N 00°37′34" W a distance of 64.24 feet to the Southerly right-of-way line of SouthShore Drive and a non-tangent curve to the right which has a radius of 333,00 feet, a delta angle of 26°30'42" and a chord that bears 5 75°46'10" W a distance of 152.71 feet, thence along the arc of said curve and said Southerly right-of-way line a distance of 154.08 feet, thence N 00°58'28" W a distance of 66.00 feet to the Northerly right-of-way line of said SouthShore Drive and a non-tangent curve to the left which has a radius of 267.00 feet, a delta angle of 44°40'13" and a chord that bears N 66°41'24.5" E a distance of 202.93 feet, thence along the arc of said curve and said Northerly right-of-way line a distance of 208.17 feet to a curve to the right which has a radius of 833.00 feet, a delta angle of 05°13'49" and a chord that bears N 46°58'12.5" E a distance of 76.01 feet, thence along the arc of said curve and said Northerly right-of-way line a distance of 76.04 feet to the POINT OF BEGINNING, thence N 38°08'40" W a distance of 132.01 feet to a curve to the left which has a radius of 1967,00 feet, a delta angle of 02°46'09" and a chord that bears N 39°31'44.5" W a distance of 95.06 feet, thence along the arc of said curve a distance of 95.07 feet, thence N 40°54'49" W a distance of 182.78 feet. thence N 49°05'11" E a distance of 59.14 feet to a curve to the left which has a radius of 267.00 feet, a deita angle of 70°16′11" and a chord that bears N 13°57′05.5" E a distance of 307.32 feet, thence along the arc of said curve a distance of 327.46 feet to a non-tangent curve to the left which has a radius of 19.00 feet, a delta angle of 07°14'00" and a chord that bears S 73°16'25" W a distance of 2.40 feet, thence along the arc of said curve a distance of 2.40 feet. thence \$ 69°39'25" W a distance of 87.52 feet to a curve to the right which has a radius of 336.00 feet, a delta angle of 21°22'08" and a chord that bears 5 80°20'29" W a distance of 124.59 feet, thence along the arc of said curve a distance of 125.31 feet, thence S 01°01'32" W a distance of 68.67 feet, thence S 20°59'41" W a distance of 116.15 feet, thence S 51°36'33" W a distance of 24.27 feet, thence N 28*28'31" W a distance of 33.26 feet to a non-tangent curve to the right which has a radius of 40.00 feet, a delta angle of 175°23'20" and a chord that bears N 30°46'51" W a distance of 79.94 feet, thence along the arc of said curve a distance of 122.44 feet to a curve to the left which has a radius of 19.00 feet, a delta angle of 61°29'15" and a chord that bears N 26°10'11.5" E a distance of 19.43 feet, thence along the arc of said curve a distance of 20.39 feet to a curve to the left which has a radius of 184.00 feet, a delta angle of 00°15'47" and a chord that bears N 04°42'19.5" W a distance of 0.84 feet, thence along the arc of said curve a distance of 0.84 feet to a curve to the right which has a radius of 216.00 feet, a delta angle of 20°13'25" and a chord that bears N 05°16'29.5" E a distance of 75.85 feet, thence

along the arc of said curve a distance of 76.24 feet, thence N 15°23'12" E a distance of 0.05 feet to a curve to the left which has a radius of 19.00 feet, a delta angle of 84°20'30" and a chord that bears N 26°47′03" W a distance of 25.51 feet, thence along the arc of said curve a distance of 27.97 feet to a curve to the right which has a radius of 336.00 feet, a delta angle of 18°27'39" and a chord that bears N 59°43'28.5" W a distance of 107.79 feet, thence along the arc of said curve a distance of 108.26 feet to a curve to the left which has a radius of 457.07 feet, a delta angle of 17°14'27" and a chord that bears N 59°06'52.5" W a distance of 137.02 feet, thence along the arc of said curve a distance of 137.54 feet to a curve to the left which has a radius of 84.00 feet, a delta angle of 03°19'40" and a chord that bears N 69°23'56" W a distance of 4.88 feet, thence along the arc of said curve a distance of 4.88 feet to a curve to the left which has a radius of 19.00 feet, a delta angle of 70°12'09" and a chord that bears \$ 73°50'09,5" W a distance of 21.85 feet, thence along the arc of said curve a distance of 23.28 feet to a curve to the right which has a radius of 40.00 feet, a delta angle of 121°59′58" and a chord that bears N 80°15′56" W a distance of 69.97 feet, thence along the arc of said curve a distance of 85.17 feet, thence S 70°44'03" W a distance of 32.03 feet, thence N 80°05'53" W a distance of 94.43 feet to a meander line of NEPCo Lake, thence the following bearings and distances along said meander line, N 04°52'21" E a distance of 70,50 feet, thence N 14°04'43" W a distance of 67,25 feet, thence N 26°49'30" E a distance of 119.54 feet, thence S 63°19'26" E a distance of 124.90 feet, thence S 44°25'22" E a distance of 85.31 feet, thence S 63°56'26" E a distance of 65.36 feet, thence S 67°07'53" E a distance of 68.27 feet, thence S 55°40'33" E a distance of 66.15 feet, thence S 73°40'48" E a distance of 56.43 feet, thence N 76°11'26" E a distance of 64.86 feet, thence S 77°58'49" E a distance of 67.35 feet, thence N 86°12'51" E a distance of 66.09 feet, thence N 72°19'21" E a distance of 56.14 feet, thence departing from said meander line S 27°12'31" E a distance of 22.38 feet, thence S 44°01'55" E a distance of 111.77 feet to a nontangent curve to the left which has a radius of 134.00 feet, a delta angle of 13°34'48" and a chord that bears N 54°12'41" E a distance of 31.69 feet, thence along the arc of sald curve a distance of 31.76 feet to a curve to the right which has a radius of 166.00 feet, a delta angle of 42°36'24" and a chord that bears N 68°43'29" E a distance of 120.62 feet, thence along the arc of said curve a distance of 123.44 feet, thence S 89°58'19" E a distance of 853.68 feet, thence S 00°00'00" W a distance of 217.75 feet, thence N 89°48'57" W a distance of 745.64 feet, thence N 00°01'41" E a distance of 166.71 feet, thence N 89°58'19" W a distance of 108.14 feet to a curve to the left which has a radius of 117.00 feet, a delta angle of 42°36'24" and a chord that bears S 68°43'29" W a distance of 85.01 feet, thence along the arc of said curve a distance of 87.00 feet to a curve to the right which has a radius of 183.00 feet, a delta angle of 09°31'02" and a chord that bears \$ 52°10'48" W a distance of 30.36 feet, thence along the arc of said curve a distance of 30.40 feet to a non-tangent curve to the right which has a radius of 333.00 feet, a delta angle of 66°47'44" and a chord that bears S 14°30'27" W a distance of 366.60 feet, thence along the arc of said curve a distance of 388.21 feet, thence 5 40°54'49" E a distance of 116.85 feet to a curve to the right which has a radius of 2033.00 feet, a delta angle of 02°46′09" and a chord that bears S 39°31'44.5" E a distance of 98.25 feet, thence along the arc of said curve a distance of 98.26 feet, thence 5 38°08'40" E a distance of 132.01 feet to the Northerly right-of-way line of SouthShore Drive and a non-tangent curve to the left which has a radius of 833.00 feet, a delta angle of 04°32'27" and a chord that bears S 51°51'20.5" W a distance of

66.00 feet, thence along the arc of said curve and said Northerly right-of-way line a distance of 66.02 feet to the *POINT OF BEGINNING*.

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

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

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM FOR

POINT COVE CONDOMINIUM TOWN OF SARATOGA, WOOD COUNTY WISCONSIN

Document Number

Document Title



2012R13623

SUSAN E. GINTER WOOD COUNTY REGISTER OF DEEDS

RECORDED ON

12/18/2012

REC FEE: EXEMPT #: 12:34PM 30.00 N/A

PAGES:

19

Recording Area

Name and Return Address

Pavloski Development LLC N9246 Highway 80 South, Ste 4 Necedah, WI 54646

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT - DO NOT REMOVE.

This information must be completed by submitter: <u>document title</u>, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

AMENDMENT TO CONDOMINIUM DECLARATION OF POINT COVE CONDOMINIUM

THIS AMENDMENT TO CONDOMINIUM DECLARATION of "Point Cove Condominium" is made this 18th day of December, 2012 pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") and pursuant to Section 8 of the Declaration.

WITNESSETH:

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

WHEREAS, the Condominium was established pursuant to the Declaration of Point Cove Condominium, recorded on August 8, 2012 in the Office of the Register of Deeds for Wood County, Wisconsin as Document No. 2012R08477, and amended by the First Amendment to Declaration recorded on August 17, 2012 as Document No. 2012R08832 ("Declaration); and

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

WHEREAS, pursuant to Chapter 703 and Section 8 of the Declaration, the Declarant agrees to add the property to the Condominium all under the terms as described below.

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

1. STATEMENT OF DECLARATION.

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

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

and burdens to the Declarant, its successors, assigns, and to all parties hereafter having an interest in the Property.

2. PROPERTY DESCRIPTION.

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

EFFECT OF THE AMENDMENT.

Pursuant to the Declaration, thirteen (13) residential land condominium Units were declared. By this Amendment to the Declaration and as depicted herein the number of land condominium Units to be added is fifteen (15) which are shown on the Addendum to the Condominium Plat. All provisions, restrictions, covenants, terms and conditions of the Declaration, the Articles of Incorporation, and By-Laws of Point Cove Condominium Owner's Association, Inc., and such restrictions, rules and regulations as may be promulgated thereunder shall be applicable to the Property and units hereby annexed to Point Cove Condominium.

By reason of this Amendment and the addition of fifteen (15) residential land condominium Units to Point Cove Condominium, as of the effective date the original Declaration is amended in the following respects:

3.1 Number.

There are total of twenty-eight (28) residential land condominium Units declared in Point Cove Condominium.

3.2 Percentage of Interest.

Pursuant to Section 8(C) of the Declaration, the percentage of the undivided ownership interest in the common elements and facilities, and limited common elements and facilities appurtenant to each unit and its owner, shall be determined by dividing the number one (1) by the number of Units declared, twenty-eight (28).

3.3 Voting.

There are twenty-eight (28) votes in the Association. Each unit shall be entitled to one vote at meetings of the Association, pursuant to the terms and conditions Declaration and By-Laws of the Association.

4. AMENDMENT.

The Condominium Plat for Point Cove Condominium is hereby amended by adding the Addendum to Point Cove Condominium Plat in the form attached hereto as Exhibit B and recorded herewith in the Condominium Plat records of Wood County. The Declarant reserves the right to add the remaining expansion lands to the Condominium at a future date pursuant to Section 8 of the Declaration.

5. EASEMENTS.

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

6. PROTECTIVE COVENANTS AND RESTRICTIONS.

Section 18 of the Declaration is hereby amended as follows with respect to the expansion Units (Units 14-28 inclusive):

The exterior of any structures built on Units 14-19 inclusive must be LP smart siding, cement board siding, James Hardie HardiePlank, or similar siding per Architectural Control Committee approval. The windows for Units 14-19 inclusive must be tan in color.

The exterior of structures on Units 20-28 inclusive may be cedar, log, LP smart siding, cement board siding, James Hardie HardiePlank, or similar siding per Architectural Control Committee approval. The windows for structures on Units 20-28 inclusive do not have to be tan in color but must be approved by the ACC.

The Declarant shall construct a community septic system to be located in the common areas to service Units 14-19. This community septic system will also be used to service seven (7) additional expansion Units in the future. The Declarant shall further construct a separate community septic system to be located in the common areas to service Units 20-28. This community septic system will also be used to service four (4) additional expansion Units in the

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

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

7. EFFECT.

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

8. CERTIFICATION.

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

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

GREAT NORTHERN TIMBER COMPANY, LLC

Brad Pavloski, Member

STATE OF WISCONSIN

)SS

HIMOOU COUNTY

Personally came before me this 18th day of December, 2012, the above named Brad Pavloski being a member of Great Northern Timber Company, LLC, a Wisconsin limited liability company, to me known to be the person who executed and acknowledged the foregoing instrument as an act of the limited liability company by its authority.

Mour & Lighty Notary Public - State Of Wisconsin

My commission expires: Aug. 10, 2014

MARION L. UPHOFF

This instrument was drafted by:

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

EXHIBIT A LEGAL DESCRIPTION OF EXPANSION PROPERTY

(See attached)

LEGAL DESCRIPTION - Phase II, Units 14-28

Part of Lot 2 and part of Lot 3 of Wood County Certified Survey Map number 9488 as recorded in Volume 33 of Survey Maps on Page 188 as Document number 2012R07688. Located in the Northwest Quarter of the Northwest Quarter of Section 5, the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin, more particularly described as follows;

Commencing at the North Quarter corner of said Section 5, thence S 89*51'48" W along the North line of the Northwest Quarter of said Section 5 a distance of 2639.69 feet to the Northwest corner of said Section 5, thence S 00'38'23" E along the West line of the Northwest Quarter of the Northwest Quarter of said Section 5 a distance of 1491.68 feet to the Southwest corner thereof, thence S 00°37'34" E along the West line of the Southwest Quarter of the Northwest Quarter of said Section 5 a distance of 330.02 feet, thence N 89°58'15" W a distance of 369.44 feet to the POINT OF BEGINNING, thence S 00°37'34" E a distance of 168.19 feet, thence N 89°56'44" W a distance of 289.71 feet, thence N 63'11'49" W a distance of 66.00 feet to a non-tangent curve to the left which has a radius of 499.16 feet, a delta angle of 5'16'26" and a chord that bears N 24°09'59" E a distance of 45.93 feet, thence along the arc of said curve a distance of 45.95 feet, thence N 51'45'55" W a distance of 219.34 feet to a meander line of NEPCo Lake, thence the following bearings and distances along said meander line, N 66°12'27" E a distance of 74.73 feet, thence N 04'13'54" E a distance of 79.61 feet, thence N 29"18'17" E a distance of 65.63 feet, thence N 13"37'34" E a distance of 113.41 feet, thence N 82'49'11" E a distance of 81.16 feet, thence N 62'41'00" E a distance of 68.05 feet, thence N 48*17'37" E a distance of 63.94 feet, thence N 26*29'42" E a distance of 65.47 feet, thence N 09'52'14" E a distance of 65.06 feet, thence departing from said meander line, S 68'37'14" E a distance of 146.18 feet to a non-tangent curve to the left which has a radius of 167.00 feet, a delta angle of 30°39'52" and a chord that bears N 00'30'12" E a distance of 88.31 feet, thence along the arc of said curve a distance of 89.38 feet to a curve to the right which has a radius of 133.00 feet, a delta angle of 111'52'36" and a chord that bears N 41'06'34" E a distance of 220.36 feet, thence along the arc of said curve a distance of 259.70 feet to a curve to the left which has a radius of 167,00 feet, a delta angle of 47°57'41" and a chord that bears N 73°04'01.5" E a distance of 135.75 feet, thence along the arc of said curve a distance of 139.79 feet to an extension of a Westerly line of Point Cove Condominium, thence N 49°05'11" E along said Westerly line and an extension thereof a distance of 218.73 feet to a Westerly corner thereof and a curve to the left which has a radius of 267.00 feet, a delta angle of 37°30'02" and a chord that bears N 30°20'10" E a distance of 171.65 feet, thence along the arc of said curve and said Westerly line a distance of 174.76 feet, thence N 73'46'32" W a distance of 178.24 feet, thence S 24'58'36" W a distance of 50.43 feet, thence S 35°27'31" W a distance of 56.67 feet, thence S 45°17'12" W a distance of 52.50 feet to a Southerly corner of said Point Cove Condominium, thence S 51°36'33" W along a Southerly line of said Point Cove Condominium a distance of 24.27 feet to a Southerly corner thereof, thence S 88°12'25" W a distance of 100.87 feet, thence N 72°24'25" W a distance of 117.59 feet to a meander line of NEPCo Lake, thence N 24°47'06" E along said meander line a distance of 60.34 feet, thence N 06*48'11" W along said meander line a distance of 52.56 feet, thence N 71°58'46" E a distance of 159.58 feet to a Southerly line of Point Cove Condominium and a non-tangent curve to the left which has a radius of 216.00 feet, a delta angle of 19°24'07" and a chord that bears S 04°51'50.5" W a distance of 72.79 feet, thence the following bearings and distances along said Point Cove Condominium and the arc of said curve a distance of 73.14 feet to a curve to the right which has a radius of 184.00 feet, a delta angle of 0°15'47" and a chord that bears S 04°42'19.5" E a distance of 0.84 feet, thence along the arc of said curve a distance of 0.84 feet to a curve to the right which has a radius of 19.00 feet, a delta angle of 61°29'15" and a chord that bears S 26°10'11.5" W a distance of 19.43 feet to a curve to the left which has a radius of 40.00 feet, a delta angle of 175°23'20" and a chord that bears S 30°46'51" E a distance of 79.94 feet, thence along the arc of said curve a

distance of 122.44 feet, thence S 28'28'31" E a distance of 33.26 feet, thence N 51°36'33" E a distance of 24.27 feet, thence N 20°59'41" E a distance of 116.15 feet, thence N 01°01'32" E a distance of 68.67 feet to a non-tangent curve to the left which has a radius of 336.00 feet, a delta angle of 21°22'08" and a chord that bears N 80°20'29" E a distance of 124.59 feet, thence along the arc of said curve a distance of 125.31 feet, thence N 69°39'25" E a distance of 87.52 feet to a curve to the right which has a radius of 19.00 feet, a delta angle of 7°14'00" and a chord that bears N 73°16'25" E a distance of 2.40 feet, thence along the arc of said curve a distance of 2.40 feet, thence departing from the Southerly line of said Point Cove Condominium, N 33°19'43" E a distance of 56.85 feet to a Northerly corner thereof, thence N 44°01'55" W along a Northerly line of said Point Cove Condominium a distance of 111.77 feet to a Northerly corner thereof, thence N 27'12'31" W a distance of 22.38 feet to a meander line of NEPCo Lake, thence N 59°05'39" E along said meander line a distance of 61.12 feet, thence N 43°25'19" E along said meander line a distance of 66.07 feet, thence N 00°01'41" E along said meander line a distance of 16.00 feet to the South line of Lot 1 of Wood County Certified Survey Map number 5274, thence S 89'58'19" E along said South line a distance of 76.36 feet, thence S 44'01'55" E a distance of 155.12 feet, thence S 00°01'41" W a distance of 21.81 feet to a Northerly line of said Point Cove Condominium, thence S 89°58'19" E along said Northerly line a distance of 274.86 feet, thence N 00'43'27" W a distance of 123.30 feet, thence S 89'58'19" E a distance of 322.05 feet, thence S 00'43'27" E a distance of 123.30 feet to a Northerly line of said Point Cove Condominium, thence the following bearings and distances along said Northerly line, N 89*58'19" W a distance of 652.91 feet to a curve to the left which has a radius of 166.00 feet, a delta angle of 42°36'24" and a chord that bears S 68'43'29" W a distance of 120.62 feet, thence along the arc of said curve a distance of 123.44 feet to a curve to the right which has a radius of 134.00 feet, a delta angle of 13°34'48" and a chord that bears S 54°12'41" W a distance of 31.69 feet, thence along the arc of said curve a distance of 31.76 feet, thence departing from the Northerly line of said Point Cove Condominium, S 33'19'43" W a distance of 56.85 feet to a Southerly corner thereof and a non-tangent curve to the right which has a radius of 267.00 feet, a delta angle of 70°16'11" and a chord that bears S 13°57'05.5" W a distance of 307.32 feet, thence along the arc of said curve and a Southerly line of said Point Cove Condominium a distance of 327.46 feet to a Southerly corner thereof, thence S 49°05'11" W along said Southerly line a distance of 59.14 feet to a Southerly corner thereof, thence S 40'54'49" E along said Southerly line a distance of 66.00 feet, thence S 49°05'11" W a distance of 159.59 feet to a curve to the right which has a radius of 233.00 feet, a delta angle of 47'57'41" and a chord that bears \$ 73'04'01.5" W a distance of 189.40 feet, thence along the arc of said curve a distance of 195.04 feet to a curve to the left which has a radius of 67.00 feet, a delta angle of 111°52'36" and a chord that bears S 41.06'34" W a distance of 111.01 feet, thence along the arc of said curve a distance of 130.83 feet to a curve to the right which has a radius of 233.00 feet, a delta angle of 32°34'08" and a chord that bears \$ 01°27'20" W a distance of 130.67 feet, thence along the arc of said curve a distance of 132.44 feet to a curve to the right which has a radius of 456.92 feet, a delta angle of 46°14'53" and a chord that bears S 40°51′50.5" W a distance of 358.88 feet, thence along the arc of said curve a distance of 368.82 feet to a curve to the left which has a radius of 92.00 feet, a delta angle of 64°16'52" and a chord that bears S 31°50'51" W a distance of 97.89 feet. thence along the arc of said curve a distance of 103.22 feet to a curve to the right which has a radius of 565.16 feet, a delta angle of 9°07'48" and a chord that bears S 04°16'19" W a distance of 89.96 feet, thence along the arc of said curve a distance of 90.06 feet, thence S 89'58'15" E a distance of 233.86 feet to the POINT OF BEGINNING.

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

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

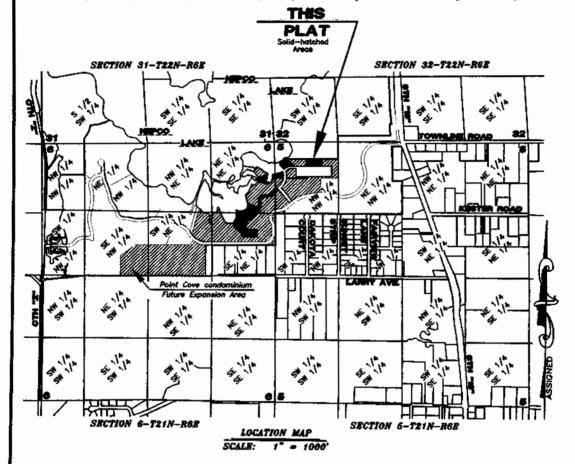
EXHIBIT B ADDENDUM TO CONDOMINIUM PLAT

(See attached)

condominium addendum

Part of Lot 2 and part of Lot 3 of Wood County Certified Survey Map number 9488 as recorded in Volume 33 of Survey Maps on Page 188 as Document number 2012/R07688.

Located in the Northwest Quarter of the Northwest Quarter of Section 5, the Northeast Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Seratage, Wood County, Wisconsin.



SURVEYOR'S CERTIFICATE:

SIRVETON'S CERTIFICATE:

i. Christopher J. Renner, hereby certify that I om a Licensed Land Surveyor authorised to practice that profession in this state; and That I have fully compiled with the provisions of Chapter 703 of the Miscomain State Statues, Wood County Ordinance #701 and the Town of Sarataga Building Code Ordinance No. 02-21-2007A, as amended; and That I have surveyed and imaged the property described and shown upon these sheets of these Condominium Plat at the direction of Brad Pavioski for Great Northern Timber Company, LLC, owner; and That said plot is a true and correct representation of the lands surveyed and the condominium described, to the best of my knowledge and belief; and That the Identification and location of each unit and the common elements can be determined from the plot.

| Date: | | |
|--------------|-----------------------|------------|
| | Christopher J. Renner | RLS S-2441 |
| Pavloski Dec | velopment | |

Castle Rock Lake

NEFCOLAKO

COUNTY OF WOOD:

The County of Wood does hereby cartify that this oddendum to the Condominium Plat of Point Cove be and hereby is approved in carry with the Wood County Shoreland Zening Ordinance \$704 and Chapter 701.04(5) of the Wood County Lond Subdivision Ordinance \$701.

| Date: | Plat R | eview Officer |
|-------|-----------------------|---------------|
| | Volume of Condominium | Plats, Page |

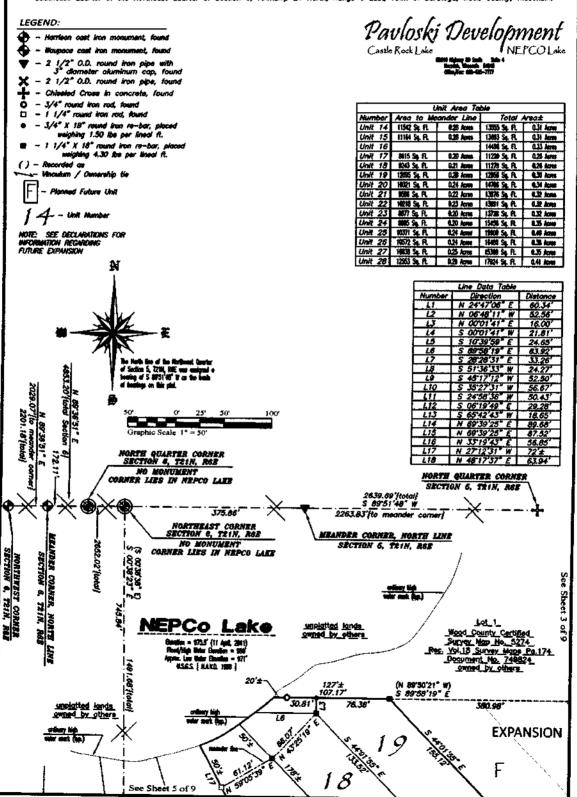
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Great Northern Timber Company LLI P.O. Box 1027 Wisconsin Rapids, WJ. 54495-1027

condominium addendum

Part of Lat 2 and part of Lat 3 of Wood County Certified Survey Map number 9488 as necorded in Volume 33 of Survey Maps on Page 188 as Document number 2012/807688.

Located in the Northwest Quarter of the Northwest Quarter of Section 5, the Northeast Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Sarataga, Wood County, Wisconsin.



condominium addendum

Part of Lot 2 and part of Lot 3 of Wood County Cartified Survey Map number 9488 as necorded in Volume 33 of Survey Maps on Page 188 as Document number 2012R07688.

Located in the Northwest Quarter of the Northwest Quarter of Section 5, the Northeast Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 6, Township 21 North, Ronge 8 East, Town of Saratoga, Wood County, Wisconsin.

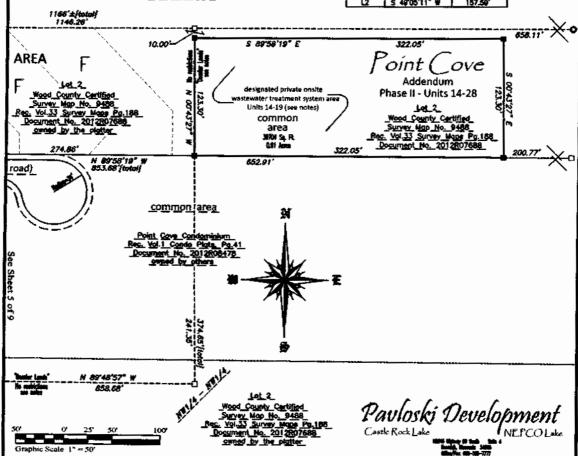
| | 32' Easement Curve Data Table | | | | |
|--------|-------------------------------|-------------|------------------|--------|--------|
| Humber | Rodius | Delto Angle | Chord Bearing | Chord | Longth |
| Ç1 | 19.00 | 6'02'32" | S 52'06'27" W | 2.00 | 2.00 |
| C2 | 216.00 | 4757'41" | S 73'04'01.5" W | 175.58 | 180,81 |
| C3 | 184.00 | 47'57'41" | \$ 73'04'01.5" W | 149.57 | 154.02 |
| C4 | 116.00 | 111'52'36" | \$ 41'06'34" W | 192.20 | 226.50 |
| රජ | 84.00 | 111'52'36" | S 41'06'34" W | 139.18 | 164.02 |
| Ċ6 | 216.00 | 32'34'08" | S 01'27'20" W | 121.14 | 122.78 |
| Ç7 | 184.00 | 32'34'08" | S 01°27'29" W | 103.19 | 104.59 |
| CS | 407.92 | 46'14'53" | S 40'51'50.5" W | 320.40 | 329.26 |
| C9 | 439.92 | 46'14'53" | S 40'51'50.5" W | 345.53 | 355.09 |
| C10 | 109.00 | 64'16'52" | S 31'50'51" W | 115.98 | 122.29 |
| C11 | 141.00 | 64'16'52" | S 31'50'51" W | 150.02 | 158.19 |
| C12 | 516.16 | 27'05'47" | \$ 13"15"16.5" W | 241.83 | 244.10 |
| C13 | 548,16 | 27'05'47" | S 13 15 18.5 W | 256.83 | 259.24 |

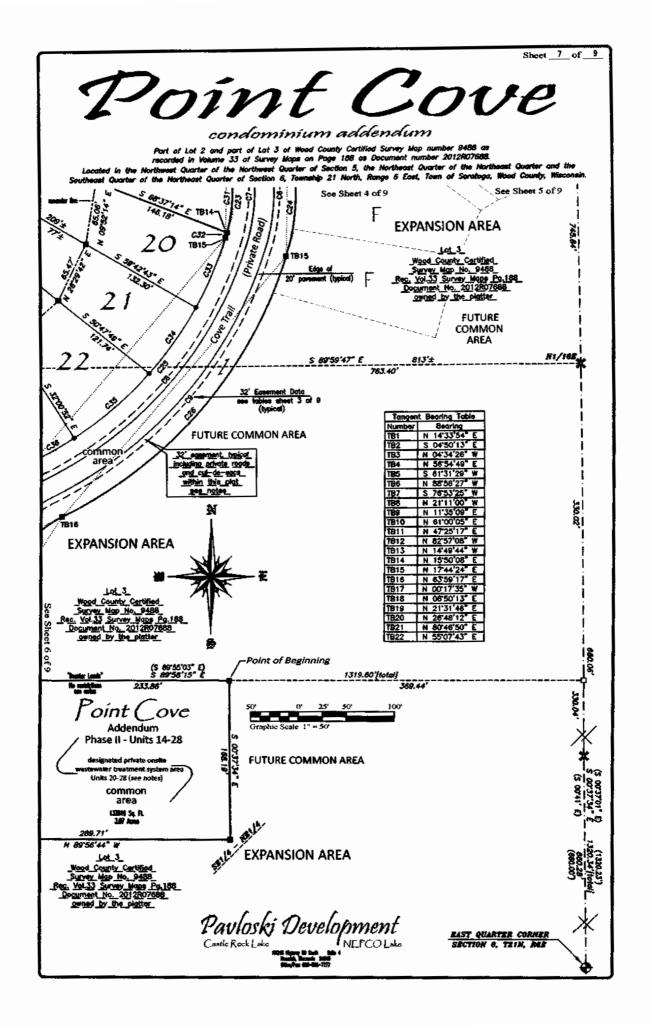
Let t.

Wood County Cartified
Survey Map No. 5274
Pac. Yol 18 Survey Maps Pg.174
Pacament No. 749824
whish by others

See Sheet 2 of 9

| 32 | Eggement Line Dat | a Table |
|--------|-------------------|----------|
| Number | Direction | Distance |
| L1 | S 48'05'11" W | 159.59 |
| L2 | \$ 49'05'11" W | 157.50 |





Point Cove

condominium addendum

Part of Lot 2 and part of Lot J of Wood County Certified Survey Map number 9488 as recorded in Volume 33 of Survey Maps on Page 188 as Document number 2012R07688. Located in the Northwest Quarter of the Northwest Quarter of Section 5, the Northeast Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Sarataga, Wood County, Wisconsin.

LEGAL DESCRIPTION - Phase II, Units 14-28

Part of Lat 2 and part of Lot 3 of Wood County Certified Survey Map number 9488 as recorded in Volume 33 of Survey Maps on Page 188 as Document number 2012R07888. Located in the Northwest Quarter of the Northwest Quarter and the Southeast Quarter of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Servinga, Waconsin, more particularly described as follows:

Moad County, Wisconsin, more particularly described as Indians;
Commencing at the North Quarter corner of eaid Section 5, theree S 89'51'48" W olong the North line of the Northwest Quarter of eaid Section 5 a distance of 2639.89 feet to the Northwest corner of eaid Section 5 a distance of 1491.68 feet to the Southwest corner thereof, theree S 00'35'34" E along the West line of the Northwest Quarter of said Section 5 a distance of 1491.68 feet to the Southwest corner thereof, theree S 00'35'34" E a distance of 330.02 feet, thence N 83'56'15" W a distance of 168.19 feet, thence N 83'56'14" W a distance of 65.00 feet to a non-tangent curve to the left which has a radius of 499.18 feet, a delta angle of 5'16'26" and a chard that bears N 24'09'59" E a distance of 45.93 feet, thence soing the arc of eaid curve a distance of 45.95 feet, thence N 51'15'55" W a distance of 219.34 feet to a meander line of NEPCa Lake, thence the following bearings and distances along said meander line, N 68'12'27" E a distance of 74.73 feet, thence N 04'13'54" E a distance of 79.61 feet, thence N 29'18'17" E a distance of 68.63 feet, thence N 13'37'34" E a distance of 13.94 feet, thence N 26'24'24" E a distance of 88.47 feet, thence N 82'32'4" E a distance of 88.47 feet, thence N 26'24'24" E a distance of 88.47 feet, thence N 26'24'24" E a distance of 88.47 feet, thence N 26'24'24" E a distance of 88.05 feet, thence N 48'17'35" E a distance of 88.34 feet, thence N 26'24'24" E a distance of 145.18 feet to a non-tangent curve to the left which has a radius of 167.00 feet, a delta angle of 11'52'35" and a chard that bears N 00'30'12" E a distance of 88.35 feet, thence N 48'05'11" E along sold curve a distance of 188.35 feet to a curve to the left which has a radius of 167.00 feet, a delta angle of 11'52'35" and a chard that bears N 00'30'12" E a distance of 259.70 feet to a curve to the left which has a radius of 167.00 feet, a delta angle of 11'52'35" and a chard that bears N 00'30'12" E a distance of 189.75 feet to a curve to the left whi N 73'40'1.5 E a distance of 135.75 Nest, thence doing the art of said curve and attension thereof of attension of a Westerny line of Paint Cove Condominium, thence N 49'105'11'E to long said Westerny line and an extension thereof a distance of 218.73 feet to a Westerny corner thereof and a curve to the left which has a radius of 267.00 feet, a delta angle of 37'30'02" and a chord that bears N 37'20'10' E a distance of 171.65 feet, thence stong the arc of said curve and sold Westerly line a distance of 174.75 feet, thence S 24'36'36' W a distance of 50.43 feet, thence S 35'27'31' W a distance of 56.67 feet, thence S 45'17'12" W a distance of 52.50 feet to a Southerly corner of said Point Cove Condominium, thence S 51'36'33' W along a chard that pears 3 304651" E a distance of 79.94 feet, thence oting the art of sold curve a distance of 122.44 feet, thence 5 282831" E o distance of 33.26 feet, thence N 73653" E a distance of 24.27 feet, thence N 205941" E o distance of 116.15 feet, thence N 01701'32" E a distance of 68.67 feet to o non-tangent curve to the left which has a radius of 33.60 feet, a delta angle of 21722'08" and a chard that bears N 8070'29" E a distance of 124.59 feet, thence along the art of sold curve a distance of 125.31 feet, thence N 0170'132" E a distance of 87.52 feet to a curve to the right which has a radius of 19.00 feet, a detta angle of 714'00" and a chard that bears N 7316'25" E a distance of 2.40 feet, thence slong the art of sold curve a distance of 2.40 feet, thence slong the art of sold curve a distance of 2.40 feet, thence when the Southery line of sold Point Cove Condominium, N 3319'43" E of stance of 56.05 feet to a Northerly corner thereof, thence N 44'01'55" W adong a Northerly line of sold Point Cove Condominium a distance of 111.77 feet to a Northerly corner thereof, thence N 4712'31" W a distance of 22.38 feet to a meander line o distance of 68.07 feet, thence N 00'01'41" E along sold meander line a distance of 18.00 feet to the South line of Lot 1 of Neod County Certified Survey Map number 5274, thence S 89'35'19" E along sold South line a distance of 78.35 feet, thence S 00'01'41" W a distance of 78.35 feet, thence S 00'4'12" E olivence of 12.30 feet to 4 Northerly line of sold Point Cove Condominium, thence S 89'55'19" E olivence of 32.05 feet, thence S 00'4'12" E olivence of 12.30 feet to A Northerly line of sold Point Cove Condominium, thence E 89'55'19" E olivence of 32.05 feet, thence S 00'4'12" E olivence of 12.30 feet to A Northerly line of sold Point Cove Condominium, thence S 89'55'19" E olivence of 32.05 feet, thence S 00'4'12" E olivence of 12.30 feet to A Northerly line of sold Point Cove Condominium, S 33'19'4'3' W a distance of 32.30 feet to A southerly line of sold curve a distance of 3

ing all lands lying between the boundary lines extended, the meander line and the ardinary high water mark of MEPCo Lake. at to assements, covenants, restrictions and right-of-ways of record.



Point Cove

condominium addendum

Port of Lot 2 and part of Lot 3 of Wood County Certified Survey Map number 9488 as recorded in Volume 33 of Survey Maps on Page 188 as Document number 2012/807688.

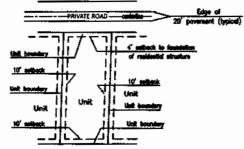
Located in the Northwest Quarter of the Northwest Quarter of Section 5, the Northeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 8, Township 21 North, Range 8 East, Town of Sarataga, Wood County, Wisconship.

| Curve Data Table | | | | | | | |
|------------------|--------------------|-----------------------|------------------|------------------|--------|--|--|
| Number | Rodius | Delta Angle | Chord Bearing | Chord | Length | | |
| CI | 216.00 | 19'24'07" | S 0451 50.5" W | 72.79 | 73.14 | | |
| C2 | 184.00 | 0"15"47" | S 04'42'19.5" E | 0.84 | 0.84 | | |
| C3 | 19.00 | 61'29'15" | S 26 10 11.5" W | 19.43 | 20.39 | | |
| Q # | 40.00 | _175°23°20° | S 30'46'51" E | 79.94 | 122.44 | | |
| ß | 40.00 | 431142 | S 35"18"58" W | 29.45 | 30.16 | | |
| C6 | 40.00* | 13211'38" | S 52 22 42 E | 73.14 | 92.28 | | |
| C7 | 166.00 | 42'36'24" | S 68'43'29 W | 120.62 | 123.44 | | |
| C8 | 134.00 | 13'34'48" | S 54"12"41" W | 31.69 | 31.76 | | |
| Ç9 | 186.00 | 10'41'40" | S 84'40'51" W | 30.94 | 30.98 | | |
| C10 | 166.00 | 19'49'49" | 5 89'25'06.5" W | 57.17 | 57.46 | | |
| C11 | 166.00 | 12'04'55 | S 53'27'44.5" W | 34.94 | 35.00 | | |
| C12 | 352.00 | 11'07'25" | N 75'13'07.5 E | 68.23 | 68,34 | | |
| C13 | 336,00 | 21'22'08" | N 80'20'29 E | 124.50 | 125.31 | | |
| C14 | 19.00 | 714'00 | N 73'16'25" E | 2.40' | 2.40 | | |
| C15 | 267.00 | 70'16'11" | S 1357'05.5" W | 307.32 | 327.46 | | |
| C16 | 267.00 | 3'24'07" | N 19'28'56.5" W | 15.65' | 15.85 | | |
| C17 | 267.00 | 29"22"02" | N 03'05'52' W | 135.36 | 136.85 | | |
| C18 | 267.00 | 3730'02" | N 30'20'10" E | 171.65 | 174.76 | | |
| C19 | 167.00' | 47'57'41" | N 73'04'01.5" E | 135.75 | 139.79 | | |
| C20 | 233.00 | 475741* | \$ 73'04'01.5* W | 189.40' | 195.04 | | |
| C21 | 133.00 | 111'52'36" | N 41'06'34" E | 220.36 | 259.70 | | |
| C22 | 67.00 | 111'52'36" | S 41'06'34" W | 111.01 | 130.83 | | |
| CZ3 | 167.00 | 3234'08" | N 01'27'20" E | 93.66 | 94.93 | | |
| C24 | 233.00* | 32'34'08" | S 01'27'20" W | 130.67 | 132.44 | | |
| C25 | 390.92 | 46'14'53" | N 40'51'50.5" E | 307.05 | 315.54 | | |
| C26 | 456.92' | 45'14'53" | S 40'51'50.5" W | 358.88 | 368.82 | | |
| C27 | 158.00 | 64'16'52" | N 31'50'51" E | 168.11 | 177.26 | | |
| C28 : | 92.00 | 641632 | S 31'50'51" W | 97.89 | 103.22 | | |
| C29 | 499.16 | 27'05'47" | N 13'15'18.5" E | 233.87 | 236.06 | | |
| C30 | 565.16 | 9'07'48" | S 04'16'19' W | 89.96 | 90.06 | | |
| C31 | 167.00 | 30'39'52" | N 00'30'12" E | 88.31 | 89.38 | | |
| C32 | 167.00 | 1'54'16" | N 16'47'16" E | 5.55 | 5.55 | | |
| 233 | 390.92 | 113349* | N 23'31'18.5" E | 78.76 | 78.90 | | |
| 634 | 390.92 | 12'24'54" | N 35'30'40" E | 84.54 | 84,70 | | |
| C35 | 390.92 | 15 12 02 | N 49"19"08" E | 103.41 | 103.71 | | |
| 636 | | | | | | | |
| C37 | 390.92' 158.00' | 7'04'08" 10'49'52" | N 60'27'13" E | 48.20° 29.82° | 48.23° | | |
| C38 | 158.00 | 11'16'46' | | 31.05' | 29.87 | | |
| | | | N 4731'02" E | | 31.10 | | |
| C39 | 158.00' | 24'07'48" | N 29'48'45" E | 66.05 | 66,54 | | |
| C40 | 158.00 | 18'02'26" | N 08'43'38 E | 49.54 | 49,75 | | |
| C41 | 499.16 | 5'01'50" | N 02 13 20 E | 43.81 | 43,83 | | |
| C42 | 499.16 | 8'41'00" | N 09'04'45" E | 75,58 | 75.64 | | |
| . 043 | 499.16 | 8'06'31" | N 172830.5 E | 70.58 | 70.64 | | |
| C44 | 499.16 | 516'26 | N 24'09'59" E | 45.93 | 45.95 | | |
| C45 | 216,00 | 0'49'18" | N 14'58'33" E | 3.10 | J.10° | | |

RESIDENTIAL STRUCTURE

TYPICAL BUILDING EMELOPES AND SETBACKS

NOT TO SCALE



The building setbocks, or shown hereon are to the furthest extension of any portion of the residential structure constructed on any unit unless otherwise

Pavloski Development

Point Cove Condominium is subject to a "Water of Claims Agreement" recorded as Document No. 2011R03193 and a "Dactaration and Agreement of Restrictive Covenants" recorded as Document No. 2011R03194.

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

Point Cove Condominium is subject to a recorded Declaration of Restrictions for NEPCO Lake Owner's Association, inc., recorded as Document number 2012R09007 and an Amended and Restated Deckaration of Restrictions for NEPCO Lake Owner's Association, inc., recorded as Document number 20129111815

Point Cove Condominium is subject to a recorded Declaration of Condominium for Point Cove Condominium, Town of Saratoga, Wood Caunty, Wisconein, including amendments recorded as the following documents:

Declaration — Document number 2012R08477

Condominium Plat — Document number 2012R08432

First Amendment — Document number 2012R08332

Utility Easement, underground and overhead, typically 32 feet in width, recorded as Document number 2012/807688 to Wisconsin Power and Light Company; Wood County Telephone Company D/B/A Sciorus; Charter Coble Pariners, LIC D/B/A Charter Communications and Wisconsin Gas LLC, D/B/A

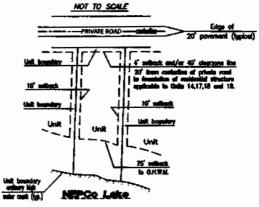
We zeroges. The Deciarant and its affiliates, and their successors and assigns, hereby reserve a permanent easement over and across all private roads and access ways within Point Cove Condominum for the benefit of other lands owned or acquired by the Deciarant, its affiliates, and their successors and assigns. See Deciarations for more information.

The designated private onalle wastewater treatment system area for Units 14-19 will also be serving seven additional future units for a total of thirteen

The designated private onsite wastewater treatment system area for Units 20-28 will also be serving four additional future units for a total of thirteen

Unite 17, 18, 19 and the common area that is the designated private onsite wastewater treatment system area for units 14-19 are part of Lat 2 of Wood County Certified Survey Map number 9488. All remaining areas are part of Lat 3 of Wood County Certified Survey Map number 9488.

RESIDENTIAL STRUCTURE TYPICAL BUILDING ENVELOPES AND SETBACKS



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

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM FOR POINT COVE CONDOMINIUM TOWN OF SARATOGA,
WOOD COUNTY, WISCONSIN.
Document Title

Document Number

THIS THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM for "Point Cove Condominium" is made this 23rd day of April, 2014, by JASON GRUSZYNSKI and LYNETTE GRUSZYNSKI, husband and wife, owners of Units 18 and 19 in Point Cove (hereinafter referred to as "Gruszynskis")

WITNESSETH:

WHEREAS, the Declaration of Condominium for Point Cove Condominium was recorded August 8, 2012, in the office of the Register of Deeds for Wood County, Wisconsin, as Document No.: 2012R08477, and amended by the First Amendment to Declaration recorded on August 17, 2012, as Document No.: 2012R08832, and again amended by the Second Amendment to Declaration recorded on December 18, 2012, as Document No.: 2012R13623 (hereinafter referred to as the "Declaration"); and

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



2014R02947

SUSAN E. GINTER
WOOD COUNTY
REGISTER OF DEEDS
RECORDED ON
05/01/2014 03:35PM

REC FEE: 30.00 EXEMPT #: N/A PAGES: 28

Recording Area

Name and Return Address:

300 PMLO

ATTORNEY WILLIAM A. METCALF METCALF AND QUINN S. C. PO BOX 759 WISCONSIN RAPIDS WI 54494-0759

Parcel Identification Number (PIN)

WHEREAS, the Addendum to Point Cove Condominium Plat which is subject to the Declaration and this Third Amendment is attached hereto as Exhibit B and made a part hereof; and

WHEREAS, pursuant to Chapter 703 of the Wisconsin Statutes, and Section 13 of the Declaration, the Gruszynskis wish to amend the Addendum to Point Cove Condominium Plat (Phase 11 – Units 14-28) by the merger of Units 18 and 19 into one (1) unit, to be numbered Unit 19; and

WHEREAS, Section 6 of the Second Amendment to Declaration of Condominium for Point Cove Condominium provides for the right to merge two (2) or more adjoining units into one (1) unit in accordance with the provisions of the Wisconsin Condominium Act; and

WHEREAS, section 703.09(2) Wis. Stats. and Section 13 of the Declaration allow the Declaration to be amended by the written consent of at least sixty-seven percent (67%) of the aggregate votes in the condominium; and

WHEREAS, twenty (20) unit owners have consented in writing to the merger of adjoining Units 18 and 19 into one (1) unit; and

WHEREAS, the above-described twenty (20) written unit owner consents for the merger of Units 18 and 19 constitute seventy-one percent (71%) of the unit owners in Point Cove Condominium; and

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

Now THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is hereby amended by the Jason Gruszynski and Lynette Gruszynski, owners of Unit 18 and 19, as follows:

- 1. Units 18 and 19 are adjoining units in Point Cove Condominium and are owned by Jason Gruszynski and Lynette Gruszynski; said units are hereby merged into one (1) unit, as allowed under Section 6 of the Second Amendment to the Declaration of Condominium for Point Cove Condominium.
- 2. The new identifying number for the new unit created by the merger of Units 18 and 19 shall be Unit 19.
- 3. The undivided interest in the common elements and right to use the limited common elements for the new merged Unit 19 shall be 2/28th.
 - 4. The voting right in the Association appertaining to the new merged Unit 19 shall be 2/28th.
- 5. The allocation to the new Unit 19 of the liability for common expenses and rights to common surpluses shall be 2/28th.
- 6. Attached hereto as Exhibit D and made a part hereof, is a licensed surveyor's plat of the new Unit 19 which depicts the boundaries and dimensions of the new Unit 19.

The effective date of this Third Amendment shall be the date it is recorded in the office of the Register of Deeds for Wood County, Wisconsin.

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

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

ason Gruszynski, owner of Units 18 and 19

Lynette Gruszynski, owner of Units 18 and 19

STATE OF WISCONSIN)
:ss
COUNTY OF WOOD)

Personally came before me, this 23 of April, 2014, the above-named, JASON GRUSZYNSKI and LYNETTE GRUSZYNSKI, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

William A. Metcalf
Notary Public, State of Wisconsin
My commission is permanent

This Instrument Drafted by:
Atty. William A. Metcalf
Metcalf & Quinn S.C.
480 East Grand Avenue
Wisconsin Rapids, WI 54494

LEGAL DESCRIPTION - Phase II, Units 14-28

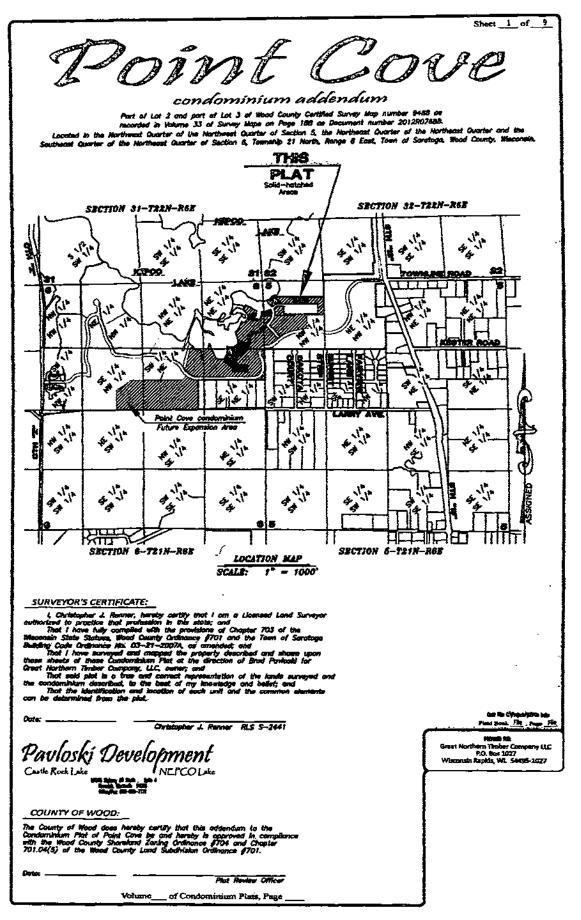
Part of Lot 2 and part of Lot 3 of Wood County Certified Survey Map number 9488 as recorded in Volume 33 of Survey Maps on Page 188 as Document number 2012R07688. Located in the Northwest Quarter of the Northwest Quarter of Section 5, the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin, more particularly described as follows;

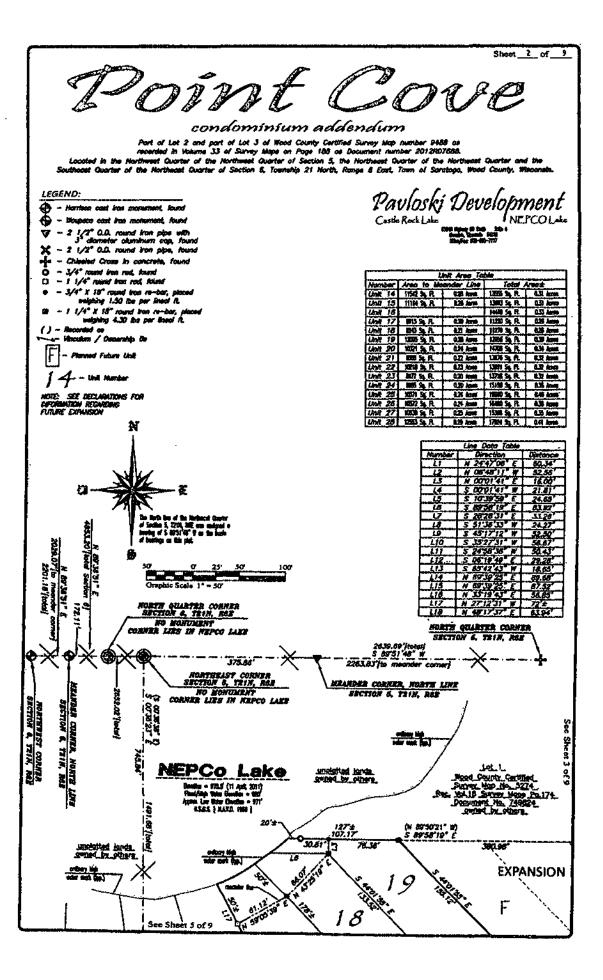
Commencing at the North Quarter corner of said Section 5, thence 5 89°51'48" W along the North line of the Northwest Quarter of said Section 5 a distance of 2639.69 feet to the Northwest corner of said Section 5, thence S 00'38'23" E along the West line of the Northwest Quarter of the Northwest Quarter of said Section 5 a distance of 1491.68 feet to the Southwest corner thereof, thence S 00°37'34" E along the West line of the Southwest Quarter of the Northwest Quarter of said Section 5 a distance of 330.02 feet. thence N 89°58′15" W a distance of 369.44 feet to the POINT OF BEGINNING, thence S 00°37'34" E a distance of 168.19 feet, thence N 89'56'44" W a distance of 289.71 feet, thence N 63'11'49" W a distance of 66.00 feet to a non-tangent curve to the left which has a radius of 499.16 feet, a delta angle of 5°16'26" and a chord that bears N 24*09'59" E a distance of 45.93 feet, thence along the arc of said curve a distance of 45.95 feet, thence N 51'45'55" W a distance of 219.34 feet to a meander line of NEPCo Lake, thence the following bearings and distances along said meander line, N 66°12'27" E a distance of 74.73 feet, thence N 04°13'54" E a distance of 79.61 feet, thence N 29"18'17" E a distance of 65.63 feet, thence N 13"37'34" E a distance of 113.41 feet, thence N 82°49'11" E a distance of 81.16 feet, thence N 62°41'00" E a distance of 68.05 feet, thence N 48°17'37" E a distance of 63.94 feet, thence N 26°29'42" E a distance of 65.47 feet, thence N 09'52'14" E a distance of 65.06 feet, thence departing from said meander line, S 68°37'14" E a distance of 146.18 feet to a non-tangent curve to the left which has a radius of 167.00 feet, a delta angle of 30°39'52" and a chord that bears N 00'30'12" E a distance of 88.31 feet, thence along the arc of said curve a distance of 89.38 feet to a curve to the right which has a radius of 133.00 feet, a delta angle of 111'52'36" and a chord that bears N 41'06'34" E a distance of 220.36 feet, thence along the arc of said curve a distance of 259.70 feet to a curve to the left which has a radius of 167.00 feet, a delta angle of 47'57'41" and a chord that bears N 73'04'01.5" E a distance of 135.75 feet, thence along the arc of said curve a distance of 139.79 feet to an extension of a Westerly line of Point Cove Condominium, thence N 49°05'11" E along said Westerly line and an extension thereof a distance of 218.73 feet to a Westerly corner thereof and a curve to the left which has a radius of 267.00 feet, a delta angle of 37°30'02" and a chord that bears N 30°20'10" E a distance of 171.65 feet, thence along the arc of said curve and said Westerly line a distance of 174.76 feet, thence N 73*46'32" W a distance of 178.24 feet, thence S 24*58'36" W a distance of 50.43 feet, thence S 35'27'31" W a distance of 56.67 feet, thence S 45'17'12" W a distance of 52.50 feet to a Southerly corner of said Point Cove Candominium, thence S 51°36'33" W along a Southerly line of said Point Cove Condominium a distance of 24.27 feet to a Southerly corner thereof, thence S 88'12'25" W a distance of 100.87 feet, thence N 72'24'25" W a distance of 117.59 feet to a meander line of NEPCo Lake, thence N 24°47'06" E along said meander line a distance of 60.34 feet, thence N 06'48'11" W along said meander line a distance of 52.56 feet, thence N 71'58'46" E a distance of 159.58 feet to a Southerly line of Point Cove Condominium and a non-tangent curve to the left which has a radius of 216.00 feet, a delta angle of 19'24'07" and a chord that bears S 04'51'50.5" W a distance of 72.79 feet, thence the following bearings and distances along said Point Cove Condominium and the arc of said curve a distance of 73.14 feet to a curve to the right which has a radius of 184.00 feet, a delta angle of 0°15'47" and a chord that bears S 04°42'19.5" E a distance of 0.84 feet, thence along the arc of said curve a distance of 0.84 feet to a curve to the right which has a radius of 19.00 feet, a delta angle of 61°29'15" and a chord that bears S 26'10'11.5" W a distance of 19.43 feet to a curve to the left which has a radius of 40.00 feet, a delta angle of 175°23'20" and a chord that bears S 30"46'51" E a distance of 79.94 feet, thence along the arc of said curve a

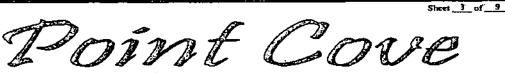
distance of 122.44 feet, thence \$ 28'28'31" E a distance of 33.26 feet, thence N 51*36'33" E a distance of 24.27 feet, thence N 20*59'41" E a distance of 116.15 feet, thence N 01°01'32" E a distance of 68.67 feet to a non-tangent curve to the left which has a radius of 336.00 feet, a delta angle of 21°22'08" and a chord that bears N 80°20'29" E a distance of 124.59 feet, thence along the arc of said curve a distance of 125.31 feet, thence N 69'39'25" E a distance of 87.52 feet to a curve to the right which has a radius of 19.00 feet, a delta angle of 7"14"00" and a chord that bears N 73'16'25" E a distance of 2.40 feet, thence along the arc of said curve a distance of 2.40 feet, thence departing from the Southerly line of said Point Cove Condominium, N 33°19'43" E a distance of 56.85 feet to a Northerly corner thereof, thence N 44"01'55" W along a Northerly line of said Point Cove Condominium a distance of 111.77 feet to a Northerly corner thereof, thence N 27"12'31" W a distance of 22.38 feet to a meander line of NEPCo Lake, thence N 59°05'39" E along said meander line a distance of 61.12 feet, thence N 43°25'19" E along said meander line a distance of 66.07 feet, thence N 00"01'41" E along said meander line a distance of 16.00 feet to the South line of Lot 1 of Wood County Certified Survey Map number 5274, thence S 89*58*19* E along said South line a distance of 76.36 feet, thence S 44"01"55" E a distance of 155.12 feet, thence S 00'01'41" W a distance of 21.81 feet to a Northerly line of said Point Cove Condominium, thence S 89'58'19" E along said Northerly line a distance of 274.86 feet, thence N 00'43'27" W a distance of 123.30 feet, thence S 89'58'19" E a distance of 322.05 feet, thence S 00'43'27" E a distance of 123.30 feet to a Northerly line of said Point Cove Condominium, thence the following bearings and distances along said Northerly line, N 89*58*19" W a distance of 652.91 feet to a curve to the left which has a radius of 166.00 feet, a delta angle of 42°36'24" and a chord that bears S 68°43'29" W a distance of 120.62 feet, thence along the arc of said curve a distance of 123.44 feet to a curve to the right which has a radius of 134.00 feet, a delta angle of 13'34'48" and a chord that bears S 54'12'41" W a distance of 31.69 feet, thence along the arc of said curve a distance of 31.76 feet, thence departing from the Northerly line of said Point Cove Condominium, S 33'19'43" W a distance of 56.85 feet to a Southerly corner thereof and a non-tangent curve to the right which has a radius of 267.00 feet, a delta angle of 70°16'11" and a chord that bears S 13°57'05.5" W a distance of 307.32 feet, thence along the arc of said curve and a Southerly line of said Point Cove Condominium a distance of 327.46 feet to a Southerly corner thereof, thence S 49°05'11" W along said Southerly line a distance of 59.14 feet to a Southerly corner thereof, thence S 40°54'49" E along said Southerly line a distance of 66.00 feet, thence S 49°05'11" W a distance of 159.59 feet to a curve to the right which has a radius of 233.00 feet, a delta angle of 47°57'41" and a chord that bears \$ 73°04'01.5" W a distance of 189.40 feet, thence along the arc of said curve a distance of 195.04 feet to a curve to the left which has a radius of 67.00 feet, a delta angle of 111°52'36" and a chord that bears S 41"06'34" W a distance of 111.01 feet, thence along the arc of said curve a distance of 130.83 feet to a curve to the right which has a radius of 233.00 feet, a delta angle of 32°34'08" and a chord that bears S 01°27'20" W a distance of 130.67 feet, thence along the arc of said curve a distance of 132.44 feet to a curve to the right which has a radius of 456.92 feet, a delta angle of 46'14'53" and a chord that bears S 40°51'50.5" W a distance of 358.88 feet, thence along the arc of said curve a distance of 368.82 feet to a curve to the left which has a radius of 92.00 feet, a delta angle of 64°16'52" and a chord that bears S 31°50'51" W a distance of 97.89 feet, thence along the arc of said curve a distance of 103.22 feet to a curve to the right which has a radius of 565.16 feet, a delta angle of 9°07'48" and a chord that bears S 04°16'19" W a distance of 89.96 feet, thence along the arc of said curve a distance of 90.06 feet, thence S 89°58'15" E a distance of 233.86 feet to the POINT OF BEGINNING.

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

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



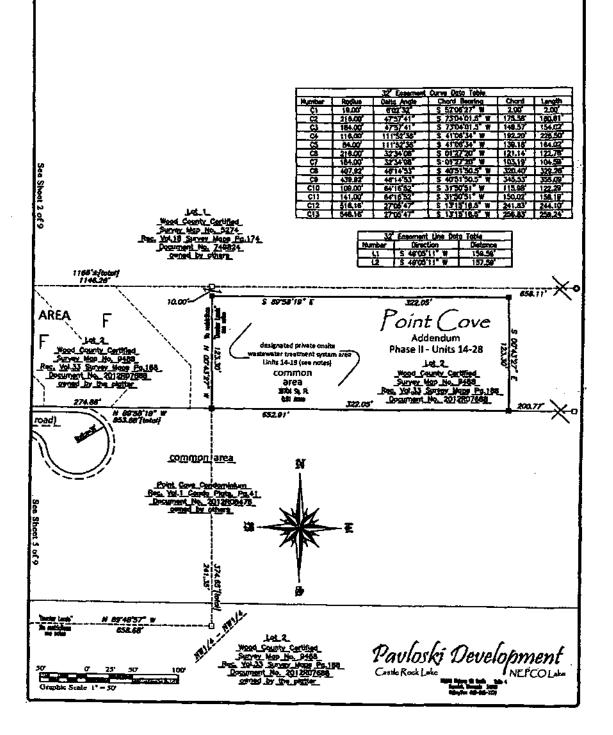


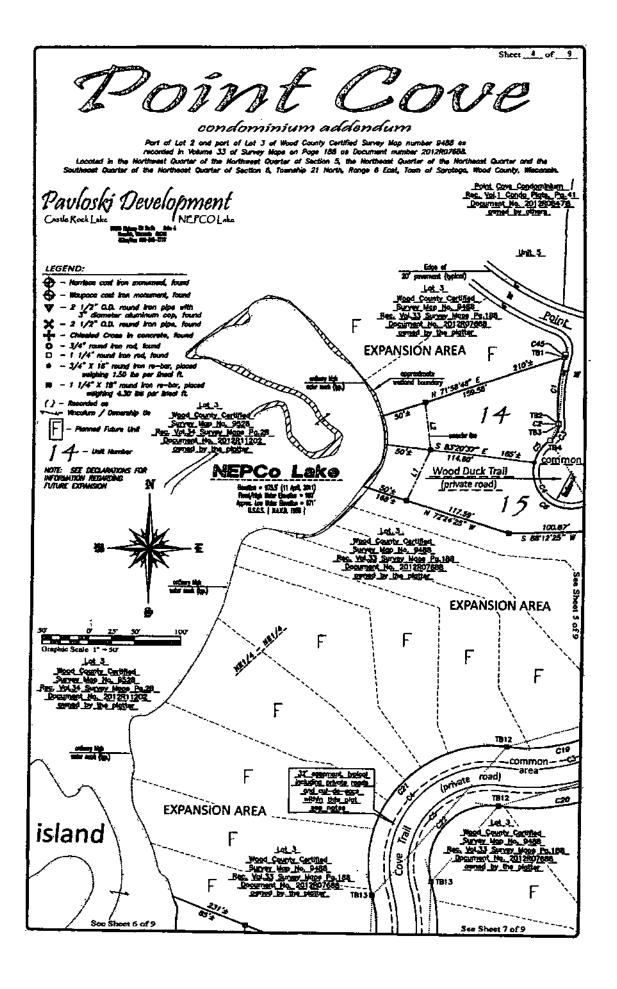


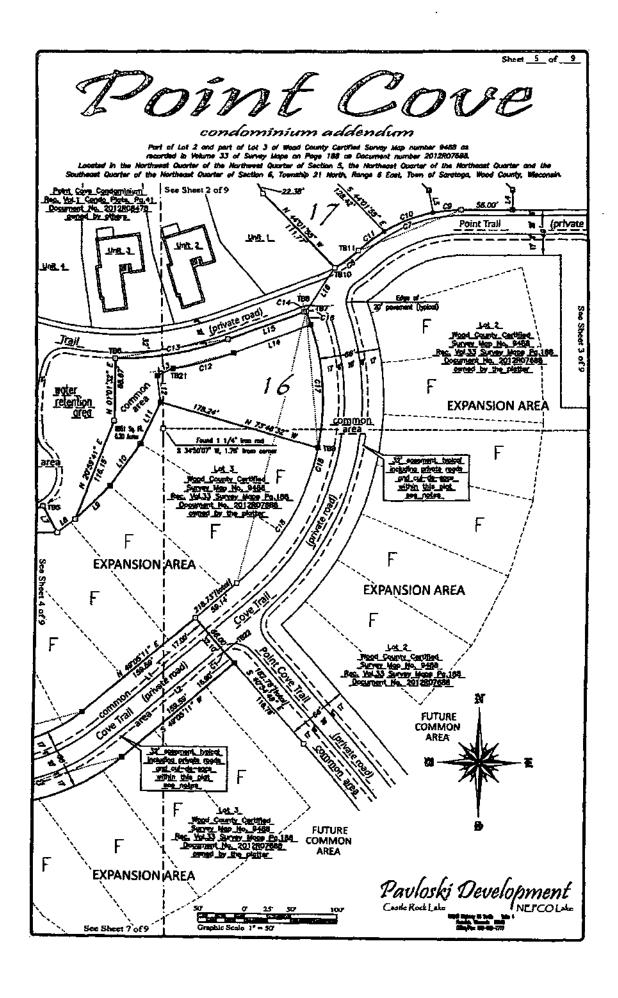
condominium addendum

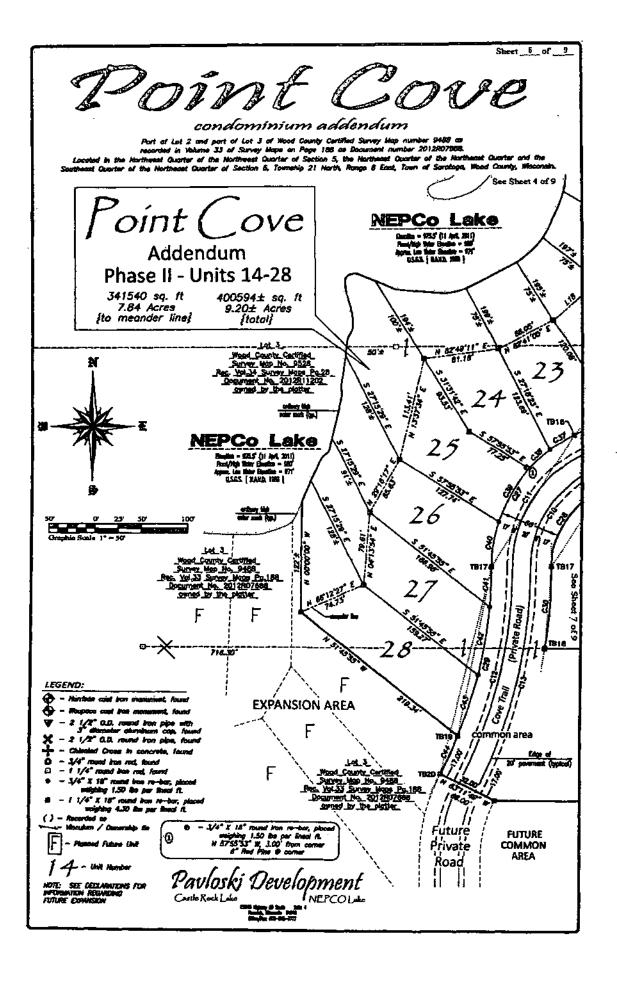
Port of Lot 2 and part of Lot 3 of Wood County Certified Survey Map number 9488 as necorded in Volume 33 of Survey Maps on Poys 188 as Document number 2012/107628.

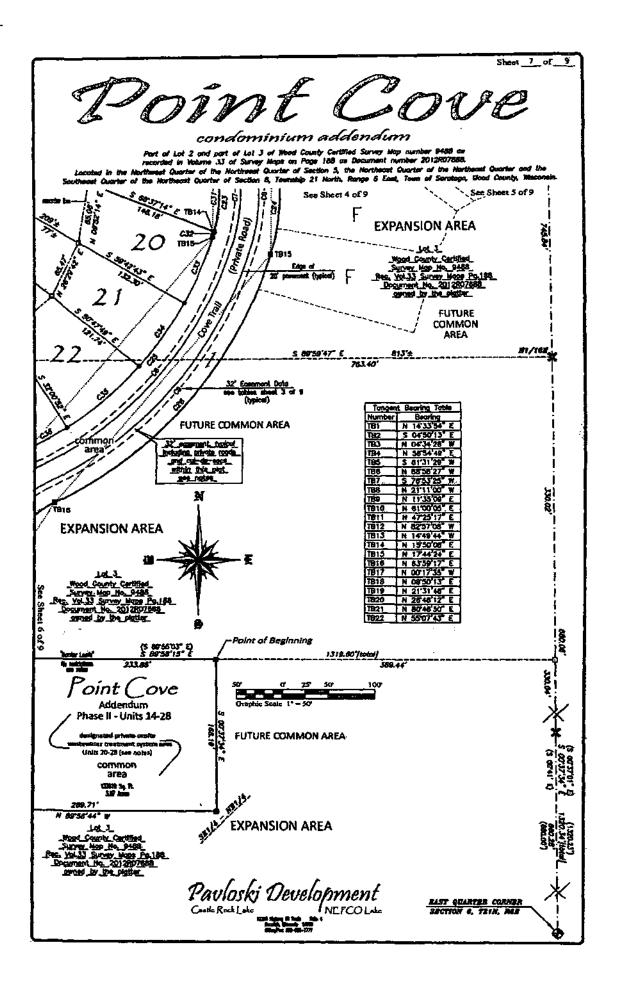
Lacoted in the Hortheast Quarter of the Northeast Quarter of Section 5, the Hortheast Quarter of the Northeast Quarter and the Southeast Quarter of Section 6, Township 21 North, Range 6 East, Toen of Sarvinga, Wood County, Wesonship.











Sheet \$ of 9

Point Cove

condominium addendum

Part of Lot 2 and part of Lat 3 of Waod County Certified Survey Map number 9488 as recorded in Volume 33 of Survey Maps on Page 188 as Document number 2012R07688. Therest Quarter of the Northwest Quarter of Section 5, the Northeast Quarter of the Nort Located in the Northwest Quarter of the Northwest Quarter of Section 5, Township 21 North, Ronge 6 East, Town of Sarataga, Wood Country, Misconein.

LEGAL DESCRIPTION - Phase II, Units 14-28

Part of Lot 2 and part of Lot 3 of Wood County Cartified Survey Map number 9468 as recorded in Volume 35 of Survey Maps on Page 188 as Document number 2012/07688. Looded in the Horthwest Overlar of the Horthwest Quarter of Section 5, the Northwest Quarter of the Horthwest Quarter of Township 21 North, Runge 6 East, Town of Saratoge, West County, Wissansin, more particularly described as follows:

Part of Lat 2 and port of Lat 3 of New Comment Constant of Section 4. Recently 21 Morth, Range 6 gas, Term of Servings, Machined Courter on the Southwest Courter of the Northwest Courter of Section 4, Recently 21 Morth, Range 6 gas, Term of Servings, Medical Courter on the Southwest Courter of the Northwest Courter of Section 4, Recently 21 Morth, Range 6 gas, Term of Servings, Medical Courter and Section 5 themes 5 6751457 withing the Northwest Courter and and Courter of the Northwest Courter of and Section 5, themes 5 6751467 withing the North Courter of the Northwest Courter of and Section 5, dictions of 1546 and to Range 1 Morthwest Courter of and Section 5, dictions of 1546 and to Range 1 Morthwest Courter of and Section 5, dictions of 1546 and to Range 1 Morthwest Courter of and Section 5, dictions of 1546 and to 154

Pavloski Development
Castle Rock Lake NEPCOLAL

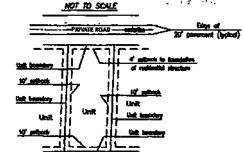
oint

condominium addendum

Part of Lat 2 and part of Lat 3 of Wood County Cartified Survey Map number 9488 on Accorded in Volume 33 of Survey Maps on Page 188 as Document number 2012R07488, Located in the Northwest Quarter of the Northwest Quarter of Section 5, the Northwest Quarter of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 8, Township 21 North, Range 6 East, Town of Servings, Wood County, Wisconsin.

| | | | Data Table | | | | |
|----------------|---------|-------------|-----------------------|--------|--------|--|--|
| Murrher | Podkus | Doite Angle | Chord Bearing | Chord | Longth | | |
| Ç1 | 218.00 | 1924'07" | S 0551 50.5° W | 72.79 | 73.14 | | |
| C | 184.00 | U15'47" | 5 <u>0442</u> 19.5° E | 0.84 | 0.84 | | |
| _ ~ _ | 9.00 | 61'29'15' | 5 25 10 11.5 W | 19.43 | 20.39 | | |
| _ C4 _ | 40.00 | 175'25'20" | S 3046 31 E | 79.94 | 122.44 | | |
| ය | 40.00 | 4311'42" | S 35 18'58" W | 29,45 | 30.16 | | |
| Cđ | 40.00 | 132 11 38 | S 52'22'42" E | 73.14 | 92.28 | | |
| Ĉ7 | 166.00 | 42 34 24 | 3 68 43 29° W | 120.62 | 123.44 | | |
| Ca | 134.00 | 13'34'48 | S 5612'61" W | 31.69 | 31.76 | | |
| <u> </u> | 166.00 | 10'41'40" | 5 8F40'51" W | 30.94 | 30.05 | | |
| C10 | 166.00 | 10'49'48 | 5 69 25 08.5 W | | 57.46 | | |
| | | | | 57.17 | | | |
| <u>- 511</u> _ | 166.00 | 12'04'35" | \$ 5372744.5° W | 34.94 | 32.00 | | |
| CIZ | 352.00 | 110725 | N 75 13 07.5 E | 69.27 | 58.34 | | |
| C13 | 338,00 | 21 22 04 | N 80720 20 E | 124.59 | 125,31 | | |
| C14 | 19.00 | 71400 | N 75 18 25 E | 240 | 2.40 | | |
| C15 | 257,00 | 701511 | 5 155705.5" W | 307,32 | 327,46 | | |
| _C16 | 257.00 | \$24'07° | N 1072836.5" W | 15.85 | 15.05 | | |
| C17 | 267,00 | 29722 02 | N 05705 52" W | 135.38 | 136.65 | | |
| Ç18 | _287.00 | 5730'02" | N 30'20'10" E | 171.55 | 174,76 | | |
| C18 | 167,00 | 475741 | N 73'04'01.5" E | 135.75 | 139,79 | | |
| C20 | 233.00 | 473741 | 5 7504'01.5" W | 189.40 | 195.04 | | |
| CZ/ | 133.00 | 1113236 | N 41'06'34" E | 220.36 | 230,70 | | |
| C22 . | 87.00 | 1113230 | S 41 05 34 W | 111.01 | 130.83 | | |
| CSJ | 187.00 | 323400 | N 91'27'20" E | 93.56 | P4.93 | | |
| C24 | 23100 | 323408 | 5 01'27'20" W | 130.67 | 132.44 | | |
| C25 | 390.92 | 46143 | N 40'51'50.8" E | 307.05 | 315.54 | | |
| C28 | 456,92 | 46'14'13 | \$ 40'51'30.5" W | 358.66 | 368.82 | | |
| C27 | 158.00 | 641632 | N 31'50'51" E | 158.11 | 177.26 | | |
| C28 | 92.00 | 641632 | \$ 31'50'51" W | 97.69 | 103.22 | | |
| _C29 | 499.16 | 27'05'47" | N 13'15'185' E | 233.67 | 236.00 | | |
| C30 | 565.18 | 90748 | S 04 16 19 W | 89.95 | 90.06 | | |
| C37 | 167.00 | 30'39'52" | N 00'30'12" E | 88.31 | 89.38 | | |
| ĈĴ2 | 167.00 | 13416 | N 164716 € | 5.55 | 5.50 | | |
| 233 | 390.02 | 773349 | N 2331'18.5" € | 70.76 | 78.90 | | |
| C34 | 300.02 | 122434 | N 3530'40' E | 84.54 | 84.70 | | |
| CIS- | 390.02 | 151202 | N 49 19 08 E | 10141 | 103.71 | | |
| <u> </u> | 390.92 | 701'08' | | 44.27 | | | |
| 437 | | 10'49'52" | H 50'27'13' E | | 48.25 | | |
| | 158.00 | | N 553421 E | 29.A2 | 29,87 | | |
| CJØ | 158.00 | 11:15:46 | N 47-31 122 E | 37.05 | 31.10 | | |
| 530 | 158.00 | 240748 | N 29'48'45" E | 66.05 | 66.54 | | |
| C40 | 158.00 | 18'02'28 | H OS 45 35 E | 49.54 | 49.75 | | |
| C41 | 499.16 | 5'01'50" | N 02 15 20 E | 43.81 | ALAI' | | |
| C42 | 499.16 | 541'00° | N 09'04'45" E | 75,50 | 75.64 | | |
| CAT | 499.16 | 8'08'31" | N 1728305 € | 70.56 | 70.64 | | |
| C44 | 499.15 | 516'26" | H 24109 59 E | 45.85 | 45.95 | | |
| C45 | 216.00 | UT49"18" | N 145533" E | 3.10 | 3.10 | | |
| | | | | | | | |

RESIDENTIAL STRUCTURE TYPICAL BUILDING DAGLOPES AND SETBACKS



The building sethocks, or shown hereon are to furthest exhausion of any parties of the residun-structure constructed on any unit uniese others

Pauloski Development Cushe Rock Lake NEPCO Lake

NOTES:

Point Core Condominium is subject to a "Woher of Claims Agreement" recorded as Document No. 2011R03193 and a "Declaration and Agreement of Restrictive Commands" recorded as Document No. 2011R03194.

The Decignation and Agreement of Restrictive Covenants recorded as Document No. 2011R03194 when no an site septic systems, holding tente only, — shown as "Dorntor Lande"

Point Core Condominium is subject to a recorded backertion of Restrictions for NEPCO Lots Owner's Association, he, recorded as Document tumber 2012/R09007 and an Amended and Restrated Declaration of Restrictions for NEPCO Late Owner's Association, Inc., recorded as Document number 2012/R11083.

Point Core Condominium is subject to a recorded Declaration of Condominium for Point Core Condominium, Teem of Saratoga, Mood County, Wisconein, including ormandments recorded as the following documents:

Declaration – Document number 2012/06477

Condominium Plat – Document number 2012/06832

rant remanament — incument number 2012/908832
UBBy Ecsampet, upderground and overhead, typically
32 feet in width, recorded as Document number
2012/907888 to Wiscomain Power and Light Company
Wood County Tolephone Campany D/8/A Solonus;
Charter Coble Partners, U.C. D/8/A Oberlar
Communications and Mecanain Gos LLC, D/8/A
We Evergles.

The Deciment and Mecanain Gos LLC, D/8/A

The Declarant and its officials, and their successors and assigns, hereby reserve a permanent ecsement over and across all private mode and access may within Point Cove Condominium for the penelt of other lands send or acquired by the Declarant, its offlictus, and their successors and assigns.

See Declarations for more information.

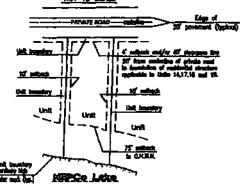
The designated private anaermation.

The designated private analyse wasterater treatment system and for Units 14~13 still also be serving series additional future units for a total of thirteen units.

The designated private onsite wastewater treatment system area for Units 20–28 will also be serving four additional future units for a total of thirtmen

Units 17, 18, 19 and the corumon area that is the designated private ansits wastewater treatment system one for unite 14–19 are part of Lst 2 of Wood County Certified Survey Map number 9488. As remaining areas are part of Lst 3 of Wood County Certified Survey Map number 9488.

RESIDENTIAL STRUCTURE TYPICAL BUILDING ENVELOPES AND SETBACKS NOT TO SCALE



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

Re: Point Cove Condominium

Town of Saratoga, Wood County, Wisconsin

The undersigned, GREAT NORTHERN TIMBER, LLC, currently owns Units 14, 15, 16, 17, 21, 22, 23 and 28 in Point Cove, and hereby gives its consent for JASON GRUSZYNSKI and LYNETTE GRUSZYNSKI to merge Units 18 and 19 into one (1) unit. Units 18 and 19 are adjoining Units both owned by JASON GRUSZYNSKI and LYNETTE GRUSZYNSKI, his wife.

GREAT NORTHERN TIMBER, LLC

Date: October 30, 2013

By:

Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)

SS.

WOOD COUNTY

Personally came before me, this 30th day of October, 2013, the above-named BRAD PAVLOSKI, to me known to be the person who executed the foregoing instrument and acknowledged the same.

William A. Metcalf

Notary Public, State of Wisconsin

My commission is permanent

Re: Point Cove Condominium

Town of Saratoga, Wood County, Wisconsin

The undersigned, SCOTT A. BUNTING and JENNIFER M. BUNTING, currently own Unit 1 in Point Cove, and hereby give their consent for JASON GRUSZYNSKI and LYNETTE GRUSZYNSKI to merge Units 18 and 19 into one (1) unit. Units 18 and 19 are adjoining Units both owned by JASON GRUSZYNSKI and LYNETTE GRUSZYNSKI, his wife.

Date: 2-15-2014

Date: 2-15-14

Scott A. Bunting

Jennifer M. Bunfing

Re: Point Cove Condominium

Town of Saratoga, Wood County, Wisconsin

The undersigned, CRAIG A. VAN ASTEN and ERIN M. VAN ASTEN, currently own Unit 4 in Point Cove, and hereby give their consent for JASON GRUSZYNSKI and LYNETTE GRUSZYNSKI to merge Units 18 and 19 into one (1) unit. Units 18 and 19 are adjoining Units both owned by JASON GRUSZYNSKI and LYNETTE GRUSZYNSKI, his wife.

| | 2/11 | Lut | |
|-------|------|-----|--|
| Date: | 2/16 | 114 | |

Craig A. Van Asten

Date: 4/6/14

Erin M. Van Asten

CONSENT OF LENDER

The undersigned, NEKOOSA PORT EDWARDS STATE BANK, who currently has a real estate mortgage lien on Unit 4 in Point Cove Condominium, hereby approves of the consent set forth above to merge Units 18 and 19 into one (1) unit.

NEKO SAFORT EDWARDS STATE BANK

By:

ROBB N. SIGLER

Title: PRESIDENT

Point Cove Condominium Re:

Town of Saratoga, Wood County, Wisconsin

The undersigned, JOHN A. RITCHAY, JR. and MARY E. RITCHAY, currently own Unit 7 in Point Cove, and hereby give their consent for JASON GRUSZYNSKI and LYNETTE GRUSZYNSKI to merge Units 18 and 19 into one (1) unit. Units 18 and 19 are adjoining Units both owned by JASON GRUSZYNSKI and LYNETTE GRUSZYNSKI, his wife.

Date: 2/18/2014

Date: 2/18/2014

CONSENT OF LENDER

The undersigned, NEKOOSA PORT EDWARDS STATE BANK, who currently has a real estate mortgage lien on Unit 7 in Point Cove Condominium, hereby approves of the consent set forth above to merge Units 18 and 19 into one (1) unit

PORT EDWARDS STATE BANK

ROBB) SICLER

Title: PRESIDENT

Re: Point Cove Condominium

Town of Saratoga, Wood County, Wisconsin

The undersigned, DAWN M. WOOD, currently owns Unit 8 in Point Cove, and hereby gives her consent for JASON GRUSZYNSKI and LYNETTE GRUSZYNSKI to merge Units 18 and 19 into one (1) unit. Units 18 and 19 are adjoining Units both owned by JASON GRUSZYNSKI and LYNETTE GRUSZYNSKI, his wife.

Date: $\frac{\partial}{\partial S}$

Dawn M. Wood

CONSENT OF LENDER

The undersigned, NEKOOSA PORT EDWARDS STATE BANK, who currently has a real estate mortgage lien on Unit 8 in Point Cove Condominium, hereby approves of the consent set forth above to merge Units 18 and 19 into one (1) unit.

NEKOOSA FORT EDWARDS STATE BANK

Ву:

ROBB N. SIGLER

Title: PRESIDENT

Re: **Point Cove Condominium**

Town of Saratoga, Wood County, Wisconsin

The undersigned, ARNE H. NESSA and FAYE E. NESSA, currently own Unit 10 in Point Cove, and hereby give their consent for JASON GRUSZYNSKI and LYNETTE GRUSZYNSKI to merge Units 18 and 19 into one (1) unit. Units 18 and 19 are adjoining Units both owned by JASON GRUSZYNSKI and LYNETTE GRUSZYNSKI, his wife.

Date: 2-9-14

Date: 2-9-14

LP) essa

Re: **Point Cove Condominium**

Town of Saratoga, Wood County, Wisconsin

The undersigned, JEFFREY J. KROPP and ANN T. KROPP, currently own Unit 11 in Point Cove, and hereby give their consent for JASON GRUSZYNSKI and LYNETTE GRUSZYNSKI to merge Units 18 and 19 into one (1) unit. Units 18 and 19 are adjoining Units both owned by JASON GRUSZYNSKI and LYNETTE GRUSZYNSKI, his wife.

Date: 2/17-14

Point Cove Condominium Re:

Town of Saratoga, Wood County, Wisconsin

The undersigned, PATRICK F. PARISH and SHARON M. PARISH, currently own Unit 12 in Point Cove, and hereby give their consent for JASON GRUSZYNSKI and LYNETTE GRUSZYNSKI to merge Units 18 and 19 into one (1) unit. Units 18 and 19 are adjoining Units both owned by JASON GRUSZYNSKI and LYNETTE GRUSZYNSKI, his wife.

Date: 2 18 14

Date: 2 18 14

Re: Point Cove Condominium

Town of Saratoga, Wood County, Wisconsin

The undersigned, INGVAR G. ARNESON and JANET L. ARNESON, as Trustees of the INGVAR G. AND JANET L. ARNESON REVOCABLE TRUST DATED OCTOBER 13, 1999, currently own Unit 13 in Point Cove, and hereby give their consent for JASON GRUSZYNSKI and LYNETTE GRUSZYNSKI to merge Units 18 and 19 into one (1) unit. Units 18 and 19 are adjoining Units both owned by JASON GRUSZYNSKI and LYNETTE GRUSZYNSKI, his wife.

INGVAR G. AND JANET L. ARNESON REVOCABLE TRUST DATED 10/13/99

Date: 2 -/6-14

By: Jorgson

organ G. Arneson Trustee

Date: 2-16-14

By: Janet L. Arneson, Trustee

INCUAR ARMSON PIO

I UNDER STAND THERE WILL BE ONE

UNIT ON THIS LOT VERY GOOD MOVE

HOPE YOU WILL IN SOY YOUR MIEN

HUME AS MUCH AS I AM LOOKING

FORWAD TO BUILDING MY NEW HOME

STARTING ENDOY MARCH 2014? 1E

FROST IS OUT OF GROUND. WE LOOKED

FORWARD TO MEETING YOU BOTH SOME

TIME OB.

Point Cove Condominium Re:

Town of Saratoga, Wood County, Wisconsin

The undersigned, CARL P. ROEDEL and STEFANIE ROEDEL, currently own Unit 17 in Point Cove, and hereby give their consent for JASON GRUSZYNSKI and LYNETTE GRUSZYNSKI to merge Units 18 and 19 into one (1) unit. Units 18 and 19 are adjoining Units both owned by JASON GRUSZYNSKI and LYNETTE GRUSZYNSKI, his wife.

Date: 2-18-14Date: 2-18-14

Re: Point Cove Condominium

Town of Saratoga, Wood County, Wisconsin

The undersigned, JASON GRUSZYNSKI and LYNETTE GRUSZYNSKI, currently own Units 18 and 19 in Point Cove, and hereby give their consent to merge Units 18 and 19 into one (1) unit. Units 18 and 19 are adjoining Units both owned by the undersigned.

Date: 3/3i/14 3/31/14

Date: 3/31/14, 3/31/14

Jason/Sruszynski

Lynette Gruszynski

CONSENT OF LENDER

The undersigned, WOOD TRUST BANK, who currently has a real estate mortgage lien on Units 18 and 19 in Point Cove Condominium, hereby approves of the consent set forth above to merge Units 18 and 19 into one (1) unit.

WOOD TRUST BANK

By:

* Jeffray A. Mayors

Title: Vice Prosidet

Re: Point Cove Condominium

Town of Saratoga, Wood County, Wisconsin

The undersigned, DANIEL R. LIEDER, DENISE L. LIEDER, THOMAS J. TRAYNOR, and KATHERINE L. TRAYNOR, currently own Unit 20 in Point Cove, and hereby give their consent for JASON GRUSZYNSKI and LYNETTE GRUSZYNSKI to merge Units 18 and 19 into one (1) unit. Units 18 and 19 are adjoining Units both owned by JASON GRUSZYNSKI and LYNETTE GRUSZYNSKI, his wife.

Date: 2-2/- 14

Date: 2/21/14

Date: 2/21/2014

Date: 2/21/14

Daniel R. Lieder

Denice I Lieder

Thomas J. Traynor

Katherine L. Traynof

UNOFFICIAL COPY

CONSENT TO MERGE UNITS

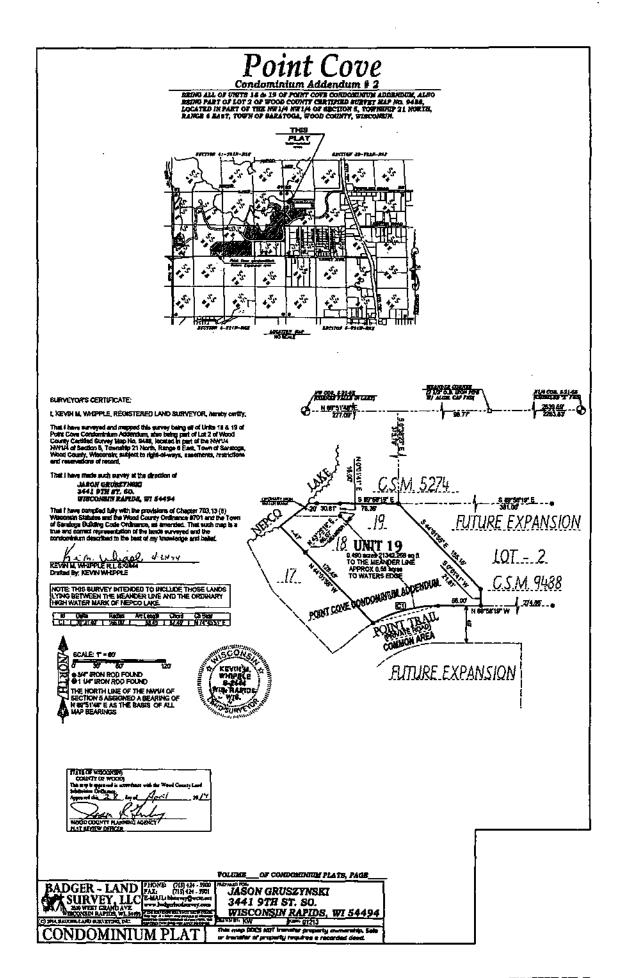
Re: Point Cove Condominium

Town of Saratoga, Wood County, Wisconsin

The undersigned, PAUL J. O'DONNELL, currently owns Unit 24 in Point Cove, and hereby gives his consent for JASON GRUSZYNSKI and LYNETTE GRUSZYNSKI to merge Units 18 and 19 into one (1) unit. Units 18 and 19 are adjoining Units both owned by JASON GRUSZYNSKI and LYNETTE GRUSZYNSKI, his wife.

Date: 2/26/14

aul J. O'Donnell



FOURTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR
POINT COVE CONDOMINIUM
TOWN OF SARATOGA, WOOD COUNTY,
WISCONSIN

Document Number

Title of Document



2014R04552

SUSAN E. GINTER
WOOD COUNTY
REGISTER OF DEEDS
RECORDED ON
1/23/2014 11:25AM

06/23/2014 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

(Parcel Identification Number)

30.00P

FOURTH AMENDMENT TO CONDOMINIUM DECLARATION OF POINT COVE CONDOMINIUM

THIS FOURTH AMENDMENT TO CONDOMINIUM DECLARATION of "Point Cove Condominium" ("Amendment") is made this 20th day of June, 2014 pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") and pursuant to Section 8 of the Declaration.

WITNESSETH:

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

WHEREAS, the Condominium was established pursuant to the Declaration of Point Cove Condominium, recorded on August 8, 2012 in the Office of the Register of Deeds for Wood County, Wisconsin as Document No. 2012R08477, as amended by the First Amendment to Declaration recorded on August 17, 2012 as Document No. 2012R08832, as amended by the Second Amendment to Declaration recorded on December 18, 2012 as Document No. 2012R13623, as amended by the Third Amendment to Declaration recorded on May 1, 2014 as Document No. 2014R02947 (collectively, the "Declaration); and

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

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

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

STATEMENT OF DECLARATION.

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

The Declarant hereby declares that it is the owner of the real property described on Exhibit A and as shown on Addendum #3 to the Condominium Plat of Point Cove Condominium attached hereto as Exhibit B, which are submitted to the condominium form of ownership as part of Point Cove Condominium as provided for in the Declaration, and which

Expansion Property shall be conveyed, devised, leased encumbered, used, improved and in all respects subject to the provisions, terms, conditions, covenants, restrictions, easements of the Declaration. All provisions hereof and the Declaration shall be deemed to run with the land described herein and shall constitute benefits and burdens to the Declarant, its successors, assigns, and to all parties hereafter having an interest in the Expansion Property.

PROPERTY DESCRIPTION.

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

EFFECT OF THE AMENDMENT.

Pursuant to the Declaration, twenty-eight (28) residential land condominium Units were declared. By this Amendment to the Declaration and as depicted herein, the number of land condominium Units to be added is ten (10) which are shown on Addendum #3 to the Condominium Plat. All provisions, restrictions, covenants, terms and conditions of the Declaration, the Articles of Incorporation, and By-Laws of Point Cove Condominium Owner's Association, Inc., and such restrictions, rules and regulations as may be promulgated thereunder shall be applicable to the Expansion Property and units hereby annexed to Point Cove Condominium.

By reason of this Amendment and the addition of ten (10) residential land condominium Units to Point Cove Condominium, as of the effective date the original Declaration is amended in the following respects:

3.1 Number.

There are total of thirty-eight (38) residential land condominium Units declared in Point Cove Condominium.

3.2 Percentage of Interest.

Pursuant to Section 8(C) of the Declaration, the percentage of the undivided ownership interest in the common elements and facilities, and limited common elements and facilities appurtenant to each Unit and its owner, shall be determined by dividing the number one (1) by the number of Units declared, thirty-eight (38).

3.3 Voting.

There are thirty-eight (38) votes in the Association. Each unit shall be entitled to one vote at meetings of the Association, pursuant to the terms and conditions Declaration and By-Laws of the Association.

4. AMENDMENT.

The Condominium Plat for Point Cove Condominium is hereby amended by adding Addendum #3 to Point Cove Condominium Plat in the form attached hereto as Exhibit B and recorded herewith in the Condominium Plat records of Wood County. The Declarant reserves the right to add the remaining expansion lands to the Condominium at a future date pursuant to Section 8 of the Declaration.

EASEMENTS.

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

PROTECTIVE COVENANTS AND RESTRICTIONS.

Section 18 of the Declaration is hereby amended as follows with respect to the expansion Units (Units 29-38 inclusive):

The exterior of structures built on Units 29-38 inclusive must be cedar, log, LP smart siding, cement board siding, James Hardie HardiePlank, or similar siding per Architectural Control Committee ("ACC") approval. The windows for structures on Units 29-38 inclusive do not have to be tan in color but must be approved by the ACC.

The Declarant shall construct a community septic system to be located in the common areas to service Units 29-33. This community septic system will also be used to service five (5) additional expansion Units in the future. The Declarant shall further construct a separate

community septic system to be located in the common areas to service Units 34-38. This community septic system will also be used to service five (5) additional expansion Units in the future. General and Special Assessments associated with the operation and maintenance of the community septic systems shall be shared pro rata among the Unit owners. General Assessments for the community septic systems are estimated to be approximately \$100 per year for each Unit which is not connected to the system, and \$200 per year for Units that are connected to the system. The General Assessments for the community septic systems are subject to change upon written notice from the Association.

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

7. EFFECT.

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

8. CERTIFICATION.

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

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

GREAT NORTHERN TIMBER COMPANY, LLC

By:

Brad Pavloski, Member

STATE OF WISCONSIN

))SS

JUNEAU COUNTY

Personally came before me this 20th day of June, 2014, the above named Brad Pavloski being a member of Great Northern Timber Company, LLC, a Wisconsin limited liability company, to me known to be the person who executed and acknowledged the foregoing instrument as an act of the limited liability company by its authority. PUBLIC PUBLIC

Christopher J Renner

Notary Public - State Of Wisconsin

My commission expires: January 23, 2018

This instrument was drafted by:

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

EXHIBIT A LEGAL DESCRIPTION OF EXPANSION PROPERTY

Part of Lot 3 and part of Lot 4 of Wood County Certified Survey Map number 9488 as recorded in Volume 33 of Survey Maps on Page 188 as Document number 2012R07688. Located in the Northeast Quarter of the Northeast Quarter, the Southeast Quarter of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin, more particularly described as follows;

Commencing at the Northwest corner of said Section 6, thence N 89°36'51" E along the North line of the Northwest Quarter of said Section 6 a distance of 2201.18 feet to the North Quarter corner of said Section 6, thence N 89°36'51" E along the North line of the Northeast Quarter of said Section 6 a distance of 1326.01 feet to the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 6, thence S 00°53'47" E along the East line of the Northwest Quarter of the Northeast Quarter of said Section 6 a distance of 1482.75 feet to the Southeast corner thereof, thence S 00°36'01" E along the East line of the Southwest Quarter of the Northeast Quarter of said Section 6 a distance of 1318.99 feet to the Southeast corner thereof, thence S 89°58'27" W along the South line of said Southwest Quarter of the Northeast Quarter and the South line of Lot 4 of Wood County Certified Survey Map number 9488 a distance of 386.19 feet, thence N 00°36'01" W a distance of 238.26 feet to the POINT OF BEGINNING, thence continuing N 00°36'01" W a distance of 292.03 feet to the South right-ofway line of SouthShore Drive and a non-tangent curve to the left which has a radius of 433.00 feet, a delta angle of 22°30'24" and a chord that bears 5 76°34'09" E a distance of 169.00 feet, thence along the arc of said curve and said South right-of-way line a distance of 170.10 feet, thence N 41°39'49" W a distance of 100.80 feet to the North right-of-way line of said SouthShore Drive and a non-tangent curve to the right which has a radius of 367.00 feet, a delta angle of 40°43'10" and a chord that bears N 56°29'45" W a distance of 255.37 feet, thence along the arc of said curve and said North right-of-way line a distance of 260.82 feet to the Southeast corner of the 60 foot public access to NEPCo Lake of the Wood County Plat of SouthShore at NEPCo Lake, thence N 15°29'49" E along the East line of said 60 foot public access to NEPCo Lake a distance of 520.38 feet to a meander line of NEPCo Lake, thence S 28°55'47" E along said meander line a distance of 94.29 feet, thence S 59°02'11" E along said meander line a distance of 68.48 feet, thence \$ 72°31'16" E along said meander line a distance of 87.32 feet, thence S 35°16'46" W a distance of 72.45 feet, thence S 82°26'48" W a distance of 24.18 feet, thence S 65°07'35" W a distance of 86.43 feet to a non-tangent curve to the right which has a radius of 40.00 feet, a delta angle of 20°17'47" and a chord that bears S 16°21'44.5" W a distance of 14.10 feet, thence along the arc of said curve a distance of 14.17 feet, thence S 07°54'03" E a distance of 49.41 feet to a curve to the left which has a radius of 317.00 feet, a delta angle of 19°20'21" and a chord that bears S 17°34'13.5" E a distance of 106.49 feet, thence along the arc of said curve a distance of 107.00 feet to a curve to the right which has a radius of 233.00 feet, a delta angle of 26°01'03" and a chord that bears S 14°13'52.5" E a distance of 104.90 feet, thence along the arc of said curve a distance of 105.80 feet to a cusp and a non-tangent curve to the left which has a radius of 67.00 feet, a delta angle of 37°39'05" and a chord that bears N 76°14'51.5" E a distance of 43.24 feet,

thence along the arc of said curve a distance of 44.03 feet, thence N 57°25'19" E a distance of 184.91 feet to a curve to the right which has a radius of 183.00 feet, a delta angle of 22°18'00" and a chord that bears N 68°34'19" E a distance of 70.78 feet, thence along the arc of said curve a distance of 71.22 feet, thence N 00°06'39" E a distance of 38.69 feet to a non-tangent curve to the right which has a radius of 40.00 feet, a delta angle of 43°30'48" and a chord that bears N 12°32'39" W a distance of 29.65 feet, thence along the arc of said curve a distance of 30.38 feet, thence N 60°19'54" W a distance of 52.32 feet, thence N 24°35'24" W a distance of 47.54 feet to a meander line of NEPCo Lake, thence the following bearings and distances along said meander line, N 28°55'30" E a distance of 95.04 feet, thence S 81°18'42" E a distance of 101.11 feet, thence S 40°19'42" E a distance of 94.85 feet, thence S 37°29'46" E a distance of 59.48 feet, thence S 45°40'38" E a distance of 68.21 feet, thence S 84°52'51" E a distance of 65.06 feet, thence N 77°27'27" E a distance of 67.62 feet, thence departing from said meander line, S 00°00'00" E a distance of 84.51 feet, thence S 28°08'57" W a distance of 65.76 feet, thence S 62°42'44" W a distance of 104.79 feet, thence S 84°28'10" W a distance of 76.21 feet, thence N 90°00'00" W a distance of 80.00 feet, thence N 84°29'25" W a distance of 80.36 feet, thence N 59°44'56" W a distance of 7.35 feet, thence N 32°34'41" W a distance of 57.73 feet, thence S 57°25'19" W a distance of 166.43 feet to a curve to the right which has a radius of 133.00 feet, a delta angle of 38°34'08" and a chord that bears S 76°42'23" W a distance of 87.85 feet, thence along the arc of said curve a distance of 89.53 feet to a cusp and a nontangent curve to the right which has a radius of 233.00 feet, a delta angle of 3°14'13" and a chord that bears S 16°41'05.5" W a distance of 13.16 feet, thence along the arc of said curve a distance of 13.16 feet, thence S 18°18'12" W a distance of 58.94 feet to the North right-of-way line of said SouthShore Drive, thence S 41°39'49" E a distance of 100.80 feet to the South rightof-way line of said SouthShore Drive, thence S 00°36'01" E a distance of 423.32 feet, thence S 89°58'27" W a distance of 244.18 feet to the POINT OF BEGINNING.

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

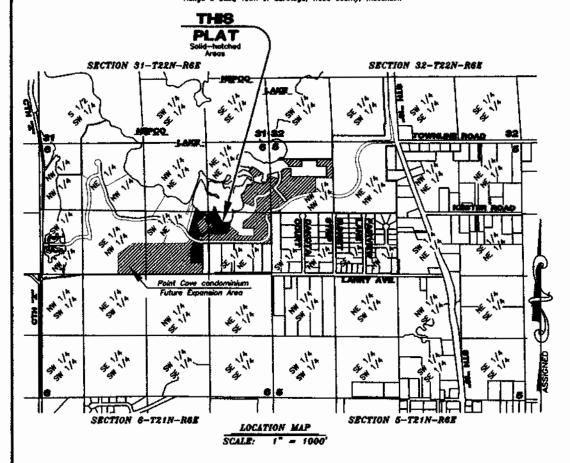
Subject to easements, covenants, restrictions and right-of-ways of record.

EXHIBIT B ADDENDUM TO CONDOMINIUM PLAT

(See attached)

condominium addendum #3

Port of Lat 3 and part of Lot 4 of Wood County Certified Survey Map number 9488 as recorded in Yokume 33 of Survey Maps on Page 188 as Document number 2012R07688. Localed in the Northeast Quarter of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter and the Northeast Quarter of the Northeast Quarter of Section 8, Township 21 North, Range & East, Town of Saratoga, Wood County, Wieconsin.



SURVEYOR'S CERTIFICATE:

SURVEYOR'S CERTIFICATE:

1, Christopher J. Renner, hereby certify that I am a Licensed Land Surveyor authorized to practice that profession in this state; and
That I have fully compiled with the provisions of Chapter 703 of the Wisconsin States Slotues, Wood County Ordinance #701 and the Town of Sarakago Building Code Ordinance No. 03-21-2007A, as amended; and
That I have surveyed and mapped the property described and shown upon these sheets of these Condominium Plat at the direction of Brad Pavloski for Great Northern Timber Company, LLC, amer; and
That sold plot is a true and correct representation of the lands surveyed and the condominium described, to the best of my inaviedge and belief; and
That the identification and location of each unit and the common elements can be determined from the plat.

| Dote: | Christopher J. Renner | RLS S-244 |
|-----------------------------------|-----------------------|-----------|
| Pavloskí Deve Castle Rock Lake | lopment NEPCOLake | |
| | 17 | |

COUNTY OF WOOD:

The County of Wood does hereby certify that this addendum to the Condominium Plat of Point Cove be and hereby is approved in comp with the Wood County Shareland Zaning Ordinence \$704 and Chapter 701.04(5) of the Wood County Land Subdivision Ordinence \$701.04

| Date: | Plot Review Officer |
|-------|-----------------------------------|
| | Volume of Condominium Plats, Page |

ON SECTION AND DESCRIPTION AND Field Book File , Page File

MONE AL

Great Northern Timber Company LLC P.O. Box 1027 Wisconsin Rapids, Wi. 54495-1027

condominium addendum #3

Part of Lot 3 and part of Lot 4 of Wood County Certified Survey Map number 9488 as recorded in Yolume 33 of Survey Maps on Page 188 to Document number 2012/R07688. Located in the Northeast Quarter of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Sarataga, Wood County, Wisconsin.

Pavloski Development

LEGEND:

🚓 – Harrison cast iran monument, found

- Maupaca cost iron monument, found

- 3/4" X 18" round from re-bar, placed weighing 1.50 the par lineal ft.

■ - 1 1/4" X 18" round from re-bar, placed seighing 4.30 the per fineal ft.

() - Recorded as

- Vinculum / Ownership tie

- Planned Future Unit 29 – Unit Humber

NOTE: SEE DECLARATIONS FOR INFORMATION REGARDING FUTURE EXPANSION

1.07 ito

2201.18'[botol]

N



NORTH QUARTER CORNER SECTION 6, 721N, R62

MEANDER CORNER, NORTH LINE

SECTION &, TRIM, ROS

2263.83'fto meander corner) /

4853.20'/total Section 6| N 89'36'51" E 2852.02' 1326.01' E1/16N 1326.01' 375.86' NORTH QUARTER CORNER SECTION 8, 721H, R8E NO MONUMENT CORNER LIES IN NEPCO LAKE NORTHEAST CORNER SECTION 6, TRIN, RGE NO MONUMENT

CORNER LIES IN MEPCO LART

Wood County Certifled Survey Map No. 9528 Vol.34 Survey Maps Po.2 oursent No. 2012R11202 ourset by others

Addendum #3 Phase III - Units 29-38

312427 sq. ft 7.17 Acres {to meander line} 378010± sq. ft 8.68± Acres {total}

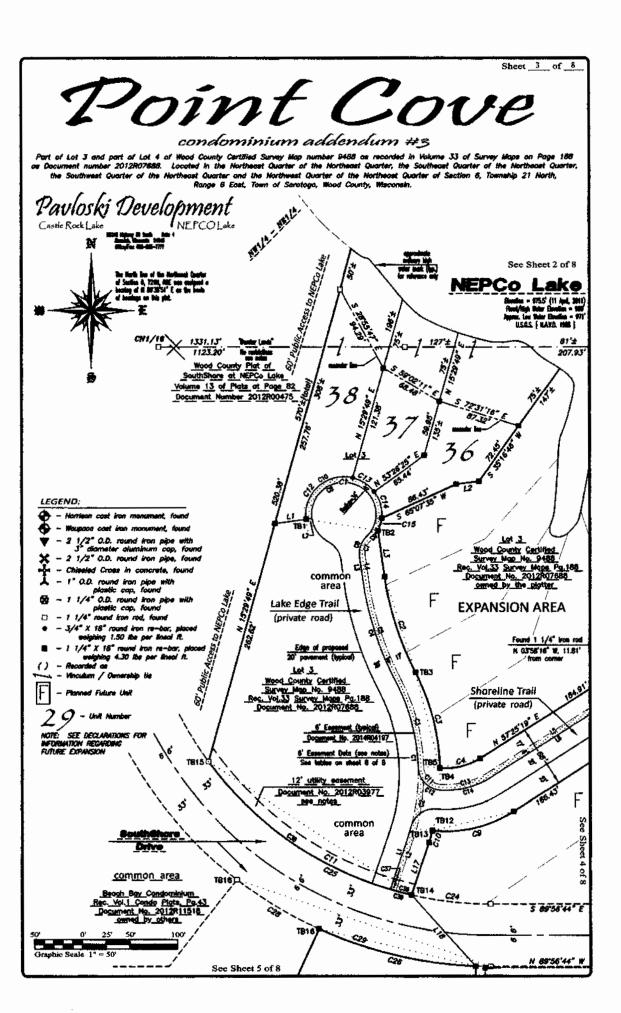
NEPCo Lake

See Sheet 3 of 8

| | AACHA MINER |
|---------|--|
| | Unit 29 |
| M. M. | Unit 30 Unit 31 Unit 32 Unit 33 |
| | Unit 31 |
| 11 | Unit 32 |
| al" | Unit 33 |
| 8118 B. | Unit 34 |
| , | Unit 35 |
| | Unit 36 |

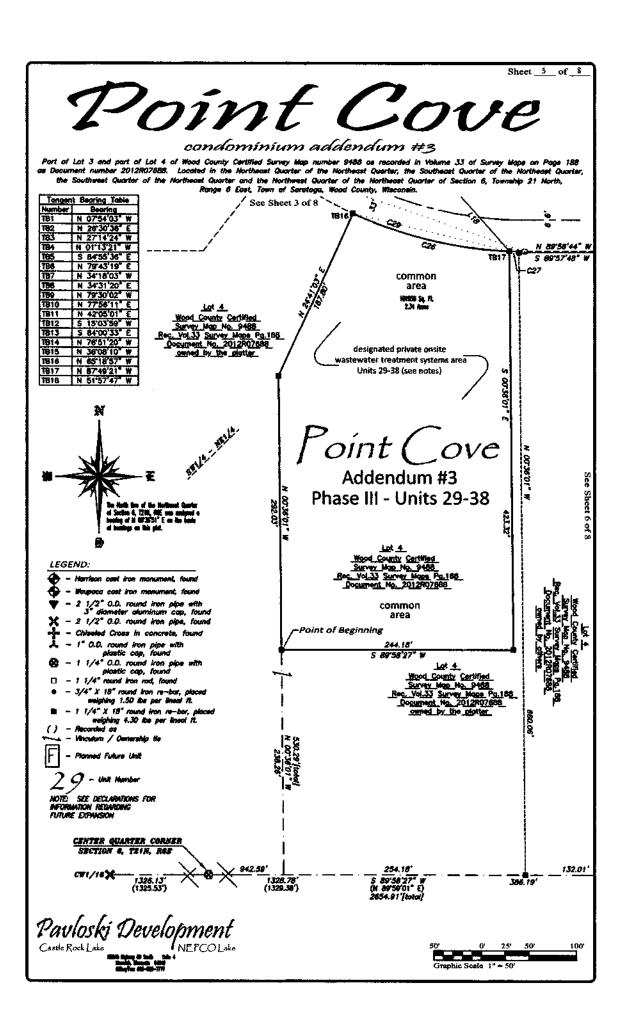
| | <i>U</i> r | M Avec la | DHe | |
|---------|---------------|-------------|---------------|------------------|
| Number | Area to Med | inder Line | Total Area± | |
| Unit 29 | 10671 St. Ft. | 0.24 Acres | 19254 Sq. Ft. | 4.35 Acres |
| Unit 30 | 75H 54.R | 0.17 Acres | 出版製品 | 8.27 Acres |
| Unit 31 | 8085 Sq. Ft. | B.IS Acres | THE SAFL | 1.25 Acres |
| Unit 32 | 1004 Sq. FL | 0.29 Actes | 11146 Sq. ft. | 4.25 Acres |
| Unit 33 | ARZ SL. PL | 0.17 Acres | 1300E St. Ft. | E.S. Acres |
| Unit 34 | 4025 Sq. Pt. | 0.11 Acres | 27340 Sq. FL | GES Acres |
| Unit 35 | 7765 Sq. Ft. | 0,15 Acres | 13803 Sq. FL | 6.32 Jone |
| Unit 36 | 786 St. R. | \$,65 fores | 15679 Sq. Ft. | 4.36 Acres |
| Unit 37 | 075 % R | A.H Azne | 1140 Sa. Ft. | 0.25 Aures |
| Unit 38 | UDH S.R. | 6.25 Apres | 1944 St. Ft. | C)S form |

Sec Sheet 4 of 8



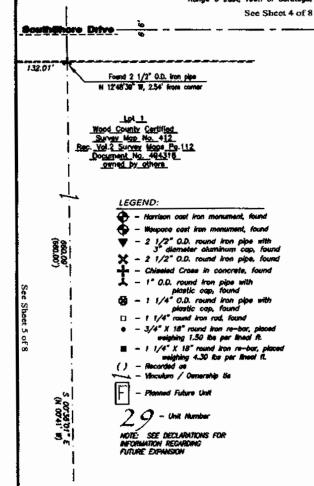
See Sheet 6 of 8

th@hore Drive---



condominium addendum #3

Part of Lot 3 and part of Lot 4 of Wood County Certified Survey Map number 8488 as recorded in Volume 33 of Survey Maps on Page 188 as Document number 2012R07888. Located in the Northeast Quarter of Section 6, Toenship 21 North, Range 6 East, Town of Sarataga, Wood County, Wisconsin.



| Pavloski Det | velopment |
|---|--------------------------------|
| Castle Rock Lake | NEPCOLake |
| Marie | nd 84:4 4: 14:41 41-2777 |





| | Line Data Table | |
|----------|-----------------|----------|
| Number | | Distance |
| L1 | N 82'05'57" E | 33.19 |
| L2 | 5 82'26'48' W | 24.18 |
| LS | S 07'54'03" E | 49.41 |
| 14 | N 00'06'39" E | 38.69 |
| . L5 | N 60'19'64 W | 52.32 |
| £6 | # 00'00'00 E | 57.25 |
| LT | N 52'29'27" W | 33.18 |
| LB | N 00'00'00" E | 50.30' |
| | N 61'47'18" E | 55.03 |
| 410 | N 32'51'34" E | 83 ± |
| L11 | N 00'06'39" E | 38.89 |
| L12 | N 2351'41" E | 76 ± |
| <u> </u> | S 37 29 46 F | 59.48 |
| L14 | N 79'36'55" E | 46.30 |
| Lt5 | N 811137" W | 48.49 |
| L16 | N 59'44'58" W | 7.35 |
| L17 | \$ 18 18 12 W | 58.94 |
| £18 | S 41'30'49' E | 100.80 |

| | | Cune | Data Table | | |
|--------|---------|-------------|------------------|--------|----------------|
| Number | Rodius | Delta Angle | Chord Bearing | Chord | Longth |
| _ Ç1 | 40.00 | 2142441 | S 80 41 42.5 E | 76.42 | 148.69 |
| 25 | 317.00 | 19'20'21" | S 1734'13.5" E | 108.49 | 107,00 |
| C3 | 233.00 | 260100 | S 14'13'52.5" E | 104.90 | 105,80 |
| 4 | 67.00 | 37'39'05" | N 76'14'51.5" E | 43.24 | 44.05 |
| | 183.00 | 22 18 00 | N 68'34'19" E | 70.78 | 71.22 |
| C6 | 40.00 | 248 49 23" | S 89'53'21.5" E | 66.00' | 173.71 |
| C7 | 183.00 | 11'50'54" | \$ 7534'35" E | 37,78 | 37.84 |
| C# | 40.00 | 144'08'50" | S 29'59'24 E | 76.12 | 100.63 |
| cs | 133.00 | 38 34 06" | 5 75 42 23 W | 87.85 | 89.53 |
| C10 | 233.00 | 31413 | S 1541 05.5" W | 13.16 | 13.16 |
| CII | 367.00 | 40'43'10" | N 56'29'45" W | 255.37 | 260,82 |
| C12 | 40.00 | 111'43'26" | S 475740" W | 56.22 | 78.00 |
| C13 | 40.00' | 39'37'02" | N 5622 06" W | 27.11 | 27.66 |
| C14 | 40.00 | 42 46 28" | M 15 10 22 W | 29.17 | 29.86 |
| C15 | 40.00 | 201747 | 5 16'21'44.5" W | 14,10 | 14.17 |
| C18 | 40.00 | 4530'48 | N 1232'39" W | 29.65 | 30.38 |
| C17 | 40.00 | 56"56"02" | N 3740'45" E | 36,13 | <i>39.75</i> ′ |
| C18 | 40.00 | 275417 | N 80 05 55.5" E | 19.29 | 19.48 |
| C19 | 40.00' | 60'23'32 | \$ 55'45'10" E | 40.24 | 42.16 |
| C20 | 40,00' | 60'04'44" | S 04'28'58' W | 40.05 | 41.94 |
| C21 | 40.00 | 16'43'09" | N 86 17 45.5" E | 11.63 | 11.67 |
| C22 | 40.00' | 75 17'38" | 5 4741'32" E | 48.86 | 52.56 |
| C23 | 40.00' | 52'00'05" | \$ 16'00'58.5" W | 35.15 | 36.40 |
| C24 | 367.00 | 15'05'24" | N 83'24'02" W | 83.66 | 83.65 |
| C25 | 367.00 | 53 48 34 | N 6502'27" W | 332.14 | 344.87 |
| C26 | 437.00, | 22'30'24" | S 76'34'09" E | 169.00 | 170.10 |
| C27 | 433.00 | 20725" | \$ 88 53 02.5" [| 16.04 | 16.04 |
| C28 | 433.00 | 15'21'10" | N 58'38'22' W | 100.68 | 100.91 |
| C29 | 433.00 | 375637 | N 7057'15.5" W | 261.52 | 287.05 |

| | 1 |
|---|--|
| | Found 1 1/4" iron rod \$ 074706" W, 1.36" from corner |
| | \$ 074766" W, 1.36" from corner |
| | CR1/16 1/ |
| _ | N 89'36'15' W 1320.05' |
| | EAST QUARTER CORNER SECTION 4, Trin, BAR |
| | SECTION Q, 121H, NOS |

condominium addendum #3

Part of Lot 3 and part of Lot 4 of Wood County Certified Survey Map number 9488 as recorded in Volume 33 of Survey Maps on Page 188 as Document number 2012R07888. Located in the Northeast Quarter of the Northeast Quarter, the Southeast Quarter of the Northeast the Southwest Quarter of the Northeast Quarter and the Northeast Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Sarataga, Wood County, Wieconsin.

LEGAL DESCRIPTION - Phase III, Units 29-38

Pert of Lot 3 and part of Lot 4 of Wood County Certified Survey Map number 9488 as recorded in Volume 33 of Survey Maps on Page 188 as Decument number 2012/07/588. Locoted in the Northeast Quarter of Section 8, Township 21 North Range 6 East, Town of Secretary, West Care, Inc. 18 Northeast Quarter of Section 8, Township 21 North Range 6 East, Town of Secretary, West Care, Inc. 18 Northeast Quarter of Section 8, Township 21 North Range 6 East, Town of Secretary, West Care, Inc. 18 Northeast Quarter of Section 8, Township 21 North Range 6 East, Town of Section 9, Township 21 North Range 6 East, Town of Section 9, Township 21 North Range 6 East, Town of Section 8, Township 21 North Range 6 East, Town of Section 8, Township 21 North Range 6 East, Town of Section 8, Township 21 North Range 6 East, Town of Section 8, Township 21 North Range 6 East, Town of Section 8, Township 21 North Range 6 East, Town of Section 8, Township 21 North Range 6 East, Town of Section 8, Township 21 North Range 6 East, Township 22 North Range 6 E



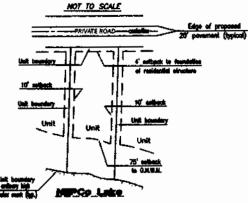
condominium addendum #3

Port of Lot 3 and port of Lot 4 of Wood County Certified Survey Map number 9488 on recorded in Volume 33 of Survey Maps on Page 188 as Document number 2012R07888. Located in the Northeast Quarter of the Northeast Quarter, the Southeast Quarter of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter and the Horthwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

| 6' | Economic Line Date | a Table |
|------------|--------------------|--------------|
| Physiker . | Direction | Distance |
| L1 | N IFTE Z E | 40.29 |
| 12 | \$ 181812" W | 44.05 |
| 1,3 | N 075405 W | 24,52 |
| | \$ 0754'03" 6 | 24.52 |
| 15 | N 5725'19" E | 186.51 |
| 1.6 | \$ 5725 18 1 | 184.91 |
| | \$ E295'57 W | 6.00 |
| | # 00'08'3W E | 12.54 |
| | S 00/06/36 W | 12.14 |
| LHO | \$ 00'96'30' W | 12/4 |
| Lij | # 00'06'30" E | 12.14 |
| 1.12 | 5 47 30 00 € | 供料 |
| L13 | ¥ 6730'06' ₩ | 98.84 |
| U5 | N 4754 50 W | 6.00 |

| | | 32' Essemen | Curve Bota Table | | |
|------------|----------|-------------|------------------|----------|---------|
| Ì | Rodia | Dalle Angle | Chard Begring | Chart | Lange |
| Ç | 210.00 | 42.22.24 | N 94728'06" T | 182.57 | 100.03 |
| 22 | 214-00 | 15'50'00 | \$ 10723-07.5 W | 59.51 | 59.70 |
| C3 | 216.00 | 25'34'28" | \$ 1427'10" E | 15.47 | \$6.41 |
| C4 | 340,00 | 19720721 | N 173413.5 | 114,22 | 114.76 |
| C5 | 334.00 | 16.30,31 | \$ 173613.5° E | 112.20 | L112.74 |
| 06 | 26.00 | 53 36 51 | N 1634 22.5 E | 22.55 | 23.30 |
| Ç7 | 19.00 | 22.30.21 | 8 18 54 22.5 | 17.14 | 17.78 |
| ÇB | 34,00 | 233 34 51 | N 7105 37.5 | - 80.60° | 138.45 |
| (3) | 40,00 | 101210 | \$ 3904.43 | 13.34 | 1341 |
| | 40,00 | 237 34 51 | S 71'05'37.5' \$ | 71,40 | 143.10 |
| C11 | 19.00 | 34,44,32 | 3 4404 53.5 E | 25.63 | 24.15 |
| C1.2 | 25.00 | 45 18 08 | H 6329 16.5" W | 19.04 | 20.21 |
| C13 | 84,00 | 36.04,20 | ₩ 782744° E | 52.05 | \$2.00 |
| Ç14 | 10,00 | 36.01.20 | \$ 772744 | 25.74 | 54.65 |
| C15 | 104.00 | 27 47 W | N 46518 44 € | 62,73 | 4711, |
| ÇIĞ | t00.00 | 21 47 00 | 5 0F10 0F | 90,44 | 49.83 |
| Ç17 | 19.66 | 76'05'40 | N 393929 E | 24.20 | 25.23 |
| CIA | 25.00 | 78/05/40 | 3 34 34 24 | 31.84 | 34,51 |
| C19 | 19.80 | 22.30.21 | N 2841.442. 4 | 17.14 | 17.76 |
| C20 | 25.00 | \$73051 | S 20'41'44.5 | 22,55 | 23.3 |
| C21 | 40,00 | 151200 | N 4354 07.5 | 13.34 | 13.41 |
| C22 | 46.00 | 101210 | \$ 4407.35 | 1274 | 13.41 |
| C23 | 40.00 | 2071342 | \$ 8475,721 € | 47.46 | 200.53 |
| CH | 34.00 | 2071342 | N 80753721 W | 40.34 | 120.44 |
| (23 | 18.00 | 53 36 31 | S_2#55*04.5* W | 17,14 | 17.78 |
| C24 | 25.80 | 533551 | ¥ 25 55 94.5° € | 22.56 | 21.36 |
| C27 | 18.00 | 7996'40 | \$ 30'26'11" E | 24.20 | 26.23 |
| C28 | 25.00 | 78'65'40" | H 28,78,14, A | 31,04 | 3451 |
| (29 | 106.00 | 1111753 | \$ 75 10 DL5 C | 33.78 | 32.63 |
| C30 | 180.95 | 11.13.22 | # 73 (F64.5" T | 31,76 | 21,64 |
| C31 | 19.00 | 573651 | ₩ 60-32-24-0 E | 17,14 | 17.78 |
| C32 | 25.00 | 33.36.51 | 3 05/32/24.5 | 22.55 | 23.30 |
| 623 | 40.00 | 191210 | N 4620 06 € | 13.34 | 13,41 |
| C\$4 | 40,00 | 143721700 | S 343524 E | 78,14 | 114.64 |
| CB5 | 34.00 | 145721'00" | H 36 35 29 W | 67.26 | 94.83 |
| | . 347.ec | 23437 | N 7531'31.5" W | 17.04 | 17.04 |
| C37 | 367,80 | 0.56.14 | N 734336 W | 6.00 | 6.00 |
| C38 | 397.00 | 370710 | N 5441'46.5" W | 233.44 | 237.76 |
| C30 | 367.00 | 33551 | N 7543245 | 23.04 | 23.04 |

RESIDENTIAL STRUCTURE TYPICAL BUILDING ENVELOPES AND SETBACKS



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

Point Cove Condominium is subject to a Waiver of Claims Agreement" recorded as Document No. 2011R03193 and a "Declaration and Agreement of Restrictive Coverants" recorded as Document No. 2011R03194.

The Deckaration and Agreement of Restrictive Coverants recorded as Document No. 2011R03194 allow for no on site septic systems, holding lanks only. — shown as "Damitor Lands"

Point Cove Condeminium is subject to a recorded Declaration of Restrictions for NEPCO Lake Owner's Association, Inc., recorded as Document number 2012/09/007 as Amended and Restated in Documen number 2012/01/1083 as Amended and Restated in Document number 2013/03/108 and as Amended and Restated in Document number 2014/03/00.

and reaction in Occurrent number 201400300.

Point Cove Condominium is subject to a recorded Deciaration of Condominium for Point Cove Condominium, Town of Sarataga, Wood County, Wisconsin, Including amendments recorded as the following documents:

Deciaration — Document number 2012R08478

First Arrendment — Document number 2012R08322

Second Amendment — Document number 2012R13623

Condominium Addendum — Document number 2012R13624

Third Amendment — Document number 2012R13624

Condominium Addendum — Document number 2012R13624

12' Utility Easement, underground and overhead recorded as Document number 2012R03977 to Wasconsin Power and Light Company; Wood County Telephone Company BB/A Salarus; Charter Coble Partners, LLC D/B/A Charter Communications and Wasconsin Gas LLC, D/B/A We Energies.

8 USBy Easement, underground and overhead recorded as Document number 2014RD4197 to Waconein Power and Light Company; Wood County Telaphone Company D/B/A Solarus; Charter Coble Partners, LLC D/B/A Charter Communications and Waconein Gas LLC, D/B/A We Energies.

Wecconsin Gas LLC, D/S/A We chargles. The Declarant and its affiliates, and their successors and assigns, hereby reserve a permonent ecsement over and across of private roads and access ways within Point Cove Condominum for the benefit of other lands owned or acquired by the Declarant, its affiliates, and their successors and assigns. See Declarations for more information.

The designated private onsite wastewater treatment system for Units 29-33 will also be serving five additional future units for a total of ten units.

The designated private analte wastewater treatmer system for Units 34–38 will also be serving five additional future units for a total of ten units.

The common area where the designated private onsits wastewater treatment systems for units 29—36 is located in part of Lot 4 of Wood County Certified Survey Map number 9488. All remaining areas are part of Lot 3 of Wood County Certified Survey Map number 9488.

Pavloski Development
Caotle Rock Lake
NEPCO Lake

FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR

POINT COVE CONDOMINIUM TOWN OF SARATOGA, WOOD COUNTY, WISCONSIN

Document Number

Title of Document



2018R05650

TIFFANY R. RINGER WOOD COUNTY REGISTER OF DEEDS RECORDED ON

07/12/2018

02:44PM

REC FEE: EXEMPT #:

30.00

PAGES:

N/A 12

Record this document with the Register of Deeds

Name and Return Address:

Pavloski Development LLC N9246 State Road 80 Door 89

Necedah, Wl. 54646

(Parcel Identification Number)

FIFTH AMENDMENT TO CONDOMINIUM DECLARATION OF POINT COVE CONDOMINIUM

THIS FIFTH AMENDMENT TO CONDOMINIUM DECLARATION of "Point Cove Condominium" ("Amendment") is made this 2nd day of July, 2018 pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") and pursuant to Section 8 of the Declaration.

WITNESSETH:

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

WHEREAS, the Condominium was established pursuant to the Declaration of Point Cove Condominium, recorded on August 8, 2012 in the Office of the Register of Deeds for Wood County, Wisconsin as Document No. 2012R08477, as amended by the First Amendment to Declaration recorded on August 17, 2012 as Document No. 2012R08832, as amended by the Second Amendment to Declaration recorded on December 18, 2012 as Document No. 2012R13623, as amended by the Third Amendment to Declaration recorded on May 1, 2014 as Document No. 2014R02947, as amended by the Fourth Amendment to Declaration recorded on June 23, 2014 as Document No. 2014R04552 (collectively, the "Declaration); and

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

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

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

STATEMENT OF DECLARATION.

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

The Declarant hereby declares that it is the owner of the real property described on Exhibit A and as shown on Addendum #4 to the Condominium Plat of Point Cove

Condominium attached hereto as Exhibit B, which are submitted to the condominium form of ownership as part of Point Cove Condominium as provided for in the Declaration, and which Expansion Property shall be conveyed, devised, leased, encumbered, used, improved and in all respects subject to the provisions, terms, conditions, covenants, restrictions, easements of the Declaration. All provisions hereof and the Declaration shall be deemed to run with the land described herein and shall constitute benefits and burdens to the Declarant, its successors, assigns, and to all parties hereafter having an interest in the Expansion Property.

2. PROPERTY DESCRIPTION.

The real estate described on Exhibit A and as shown on Addendum #4 to the Condominium Plat of Point Cove Condominium attached hereto as Exhibit B, are hereby annexed to Point Cove Condominium and are subject to the provisions of the Declaration. The land condominium Units in the Expansion Property are depicted on Addendum #4 to the Condominium Plat. The Unit designations, location, and perimeter boundaries are as shown on Addendum #4 to the Condominium Plat.

EFFECT OF THE AMENDMENT.

Pursuant to the Declaration, thirty-eight (38) residential land condominium Units were declared. By this Amendment to the Declaration and as depicted herein, the number of land condominium Units to be added is two (2) which are shown on Addendum #4 to the Condominium Plat. All provisions, restrictions, covenants, terms and conditions of the Declaration, the Articles of Incorporation, and By-Laws of Point Cove Condominium Owner's Association, Inc., and such restrictions, rules and regulations as may be promulgated thereunder shall be applicable to the Expansion Property and units hereby annexed to Point Cove Condominium.

By reason of this Amendment and the addition of two (2) residential land condominium Units to Point Cove Condominium, as of the effective date the original Declaration is amended in the following respects:

3.1 Number.

There are total of forty (40) residential land condominium Units declared in Point Cove Condominium.

3.2 Percentage of Interest.

Pursuant to Section 8(C) of the Declaration, the percentage of the undivided ownership interest in the common elements and facilities, and limited common elements and facilities appurtenant to each Unit and its owner, shall be determined by dividing the number one (1) by the number of Units declared, forty (40).

3.3 Voting.

There are forty (40) votes in the Association. Each unit shall be entitled to one vote at meetings of the Association, pursuant to the terms and conditions Declaration and By-Laws of the Association.

4. AMENDMENT.

The Condominium Plat for Point Cove Condominium is hereby amended by adding Addendum #4 to Point Cove Condominium Plat in the form attached hereto as Exhibit B and recorded herewith in the Condominium Plat records of Wood County. The Declarant reserves the right to add the remaining expansion lands to the Condominium at a future date pursuant to Section 8 of the Declaration.

5. EASEMENTS.

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

6. PROTECTIVE COVENANTS AND RESTRICTIONS.

Section 18 of the Declaration is hereby amended as follows with respect to the expansion Units (Units 39 and 40):

The exterior of structures built on Units 39 and 40 must be cedar, log, LP smart siding, cement board siding, James Hardie HardiePlank, or similar siding subject to Architectural Control Committee ("ACC") approval. The windows for structures on Units 39 and 40 do not have to be tan in color but must be pre-approved by the ACC.

The Declarant has constructed a community septic system that is located in the common areas to service Units 39 and 40 together with previously platted Units. This community septic system will also be used to service additional expansion Units in the future. General and Special Assessments associated with the operation and maintenance of the community septic systems shall be shared pro rata among the Unit owners. General Assessments for the community septic systems are estimated to be approximately \$100 per year for each Unit which is not connected to the system, and \$200 per year for Units that are connected to the system. The General Assessments for the community septic systems are subject to change upon written notice from the Association.

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

7. EFFECT.

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

8. CERTIFICATION.

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

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

GREAT NORTHERN TIMBER COMPANY, LLC

By: Brad Pavloski, Member

STATE OF WISCONSIN)
)SS
JUNEAU COUNTY)

Personally came before me this **2**ND day of July, 2018, the above named Brad Pavloski being a member of Great Northern Timber Company, LLC, a Wisconsin limited liability company, to me known to be the person who executed and acknowledged the foregoing instrument as an act of the limited liability company by its authority.

Christopher J Kenner

Notary Public - State Of Wisconsin

My commission expires: January 23, 2022

This instrument was drafted by:

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



EXHIBIT A LEGAL DESCRIPTION OF EXPANSION PROPERTY

Part of Lot 2 of Wood County Certified Survey Map number 9488 as recorded in Volume 33 of Survey Maps on Page 188 as Document number 2012R07688. Located in the Northwest Quarter of the Northwest Quarter of Section 5, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin, more particularly described as follows;

Commencing at the North Quarter corner of said Section 5, thence S 89°51'48" W along the North line of the Northwest Quarter of said Section 5 a distance of 1457.11 feet, thence S 00°38'23" E a distance of 376.40 feet to the South line of Lot 1 of Wood County Certified Survey Map number 5274 and the POINT OF BEGINNING, thence S 00°00'00" E a distance of 133.28 feet to the Northeast corner of the common area of Point Cove Condominium, thence N 89°58'19" W along the North line of said common area a distance of 200.77 feet to the Southeast corner of the common area of Point Cove Condominium Addendum, thence N 00°43'27" W along the East line of said common area a distance of 123.30 feet to the Northeast corner thereof, thence N 89°58'19" W along the North line of said common area a distance of 322.05 feet to the Northwest corner thereof, thence S 00°43'27" E along the West line of said common area a distance of 123,30 feet to the Southwest corner thereof and the North line of the common area of said Point Cove Condominium, thence N 89°58'19" W along said North line a distance of 274.86 feet to the Southeast corner of Unit 19 of Point Cove Condominium Addendum #2, thence N 00°01'41" E along the East line of said Unit 19 a distance of 21.81 feet to an Easterly corner thereof, thence N 44°01'55" W along the East line of said Unit 19 a distance of 155.12 feet to the Northeasterly corner thereof and the South line of Lot 1 of said Wood County Certified Survey Map number 5274, thence S 89°58'19" E along said South line a distance of 905.49 feet to the POINT OF BEGINNING.

EXHIBIT B ADDENDUM TO CONDOMINIUM PLAT (See attached Plat as the next page)

Volume ____ of Condominium Plats, Page

condominium addendum #4

Fart of Let 2 of Wood County Certified Survey Hap number 9488 as recorded in Volume 33 of Survey Haps on Page 188 as Document number 2012R07688. Located in the Northwest Quarter of the Northwest Quarter of Section 5, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wissanstin.

PROFESSIONAL LAND SURVEYOR'S CERTIFICATE:

I, Christopher J. Renner, hereby sertify that I am a Professional Land

Surveyor: and
Wisconsin State Statues, Wood County Ordinance \$701 and the Town of Saratoga
Wisconsin State Statues, Wood County Ordinance \$701 and the Town of Saratoga
Building Code Ordinance Mo. 9—7—184; and
Building Code Parkosul for
Grant Northern States Company, LLC, owner, and
Grant Northern States and correct representation of the lands surveyed
and the condomination described, to the best of my knowledge and belief; and
That the identification and location of each unit and the common elements can be defermined from the plat.

Date: 28 June, 2018 Revised: 12 July, 2018

Christopher J. Renner PLS No. 2441

RESIDENTIAL STRUCTURE
TYPICAL BUILDING ENVELOPES AND SETBACKS

NOT TO SCALE

PRIVATE ROAD CONDENS

COUNTY OF WOOD:

The County of Wood does hereby certify that this addendum to the Conformitum Plat of Point Core he and hereby is approved to completions with Chapter 701.04(5) of the Wood County Land Subdivision Ordinance \$701.

Plot Review Officer

Fieldwork completed: 28 June, 2018 Field Book Re . Page file

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

4° oetbook to topodetion of residential structure Edge of 20' parement (typical) W. S. The same of the sa SECTION 6-TZIN-REE Was -Sign. NA CONTRACTOR Faint Cove candominium Feture Expansion Area SCALE: Š LOCATION MAP 14. No. WAS TO 14. = 1000 and the J. 184 SECTION 5-TRIN-RGE PLAT Solid-hotched Areas THS Ser. W. C. W. T

Sheet 1 of 4

Unit boundary

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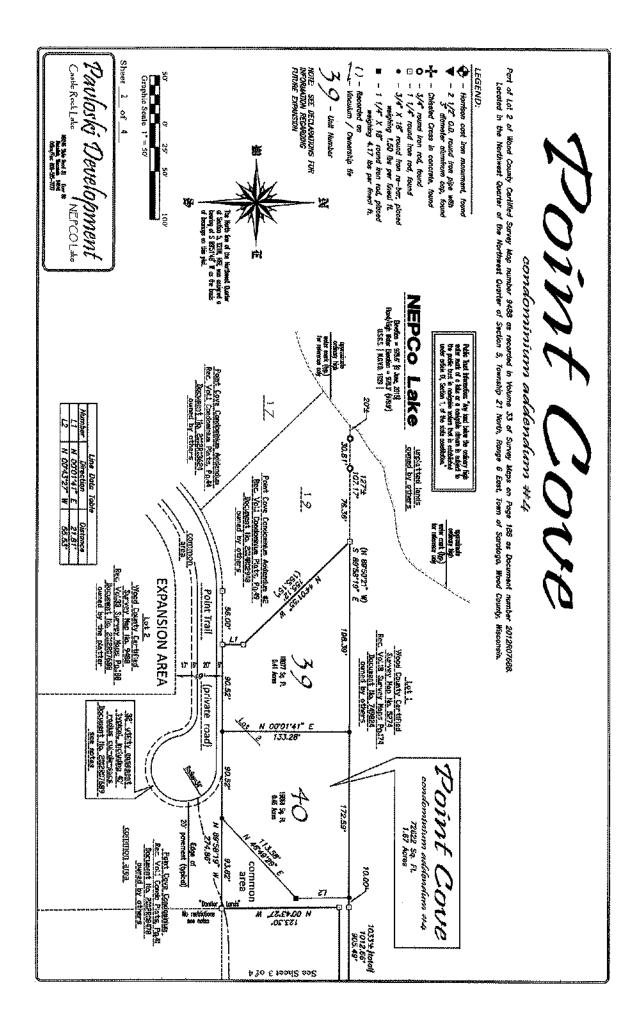
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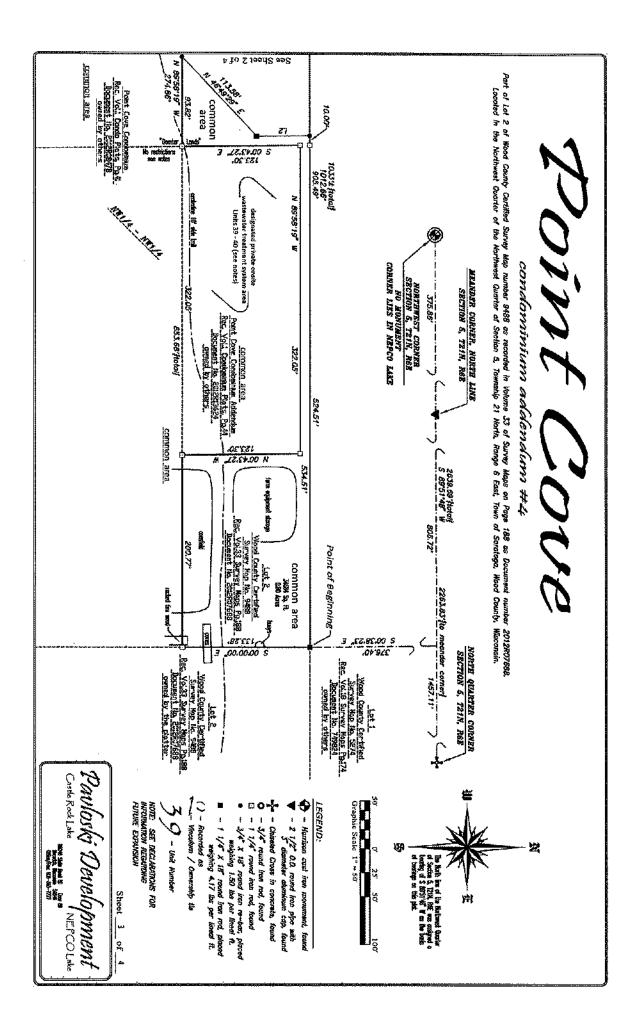
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Pavloski Development NEPCO Lake

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





rio

condominium addendum #4

Faut of Let 2 of Mood County Certified Survey Map number 9488 as recorded in Volume 33 of Survey Maps on Page 188 as Document number 2012R07688. Located in the Morthwest Quarter of the Morthwest Quarter of Section 5, Township 21 North, Range 6 East, Town of Suralaga, Mood County, Misconsin.

LEGAL DESCRIPTION:

Part of Let 2 of Wood County Carlifled Survey Map number 8488 as recorded in Volume 33 of Survey Maps on Page 188 as Document number 2012R075828, Located in the Northwest Charleter of the Northwest Charleter of Section 5. Township 21 North, Range 6 East, Town of Sardogo, Wood County, Misconshi, more particularly described as follows:

Commending at the North Quarter conner of said Section 5. thereos 5.855148* W along the North line of the Northwest Charlet of said Section 5 of Salance of 1437.11 feet, thereos 5.0073923 E a distance of 153.20 feet to the Section 5. Of County, Misconshi, more particularly of BECHNING, thereos 5.0070700° E a distance of 1437.11 feet, thereos 5.0073923 E a distance of 153.20 feet to the Northwest Conner of the County of the Condominism, thereos N. 857819* W along the North line of said common area of Relative County of the East line of said common area of Palint Cove Condominism Adamson the Northwest corner thereof, thence N. 857819* W along the North line of said common area a distance of 320.37 feet to the Southeast corner thereof, thence 5.004327* E along the North line of said common area of distance of 320.35 feet to the Condominism Adamson file of said common area of distance of 320.35 feet to the Southeast corner thereof and the North line of said common area of distance of 143.31 feet to the Southeast corner thereof and the North line of said common area of distance of 153.32 feet to the Southeast corner thereof and the North line of said common area of distance of 153.31 feet to the Southeast corner thereof and the North line of said common area of distance of 153.31 feet to the Southeast corner thereof and the North line of said unit 19 of solid Cove for the Southeast corner thereof and the South line of 21.81 feet to the Northeast corner thereof and the South line of alignment of 153.42 feet to the Northeast corner thereof and the South line of distance of 153.45 feet to the Northeasterly corner thereof and the South line of distance of 153.45 feet to the Northeasterly c

Sheet 4 of 4

Pavloski Development Castle Rock Lake NEPCOL

Point Cove Condominium is subject to a "Wolver of Claims Agreement" recorded as Occument No. 2011RC3193 and a "Designation and Agreement of Restrictive Covenants" recorded as Document

The Declaration and Agreement of Restrictive Covenants recorded as Document No. 2011/03194 Covenants for no sife supplie systems, holding tooks only. — shown as "Damter Lands"

Point Cove Candominium is subject to a recorded bedarding of Restrictions for NEPCO Lake Owner's Association, Inc., recorded as the Following documents: Decisarisin — Document no. 2012R09CO7
Amended and Restated — Doc. no. 2012R10GS 2nd Amended and Restated — Doc. no. 2013R103108
3rd Amended and Restated — Doc. no. 2014R1032O
3rd Amended and Restated — Doc. no. 2017R1034O
3rd Amended and Restated — Doc. no. 2017R03489

Point Cove Condominium is subject to a recorded beckerdison of Condominium for Point Cove Condominium, Town of Suredega, Wood County, Wescozeln, Including amendments recorded as the Wescozeln, Including amendments recorded as the allowing documents:

Declaration — Document number 2012R08477
Condominium Plat — Document number 2012R08478
First Amendment — Document number 2012R08322
First Amendment — Document number 2012R13523
Second Amendment — Document number 2012R13523
Condominium Addendum — Document number 2014R02947
Total Amendment — Document number 2014R02947
Total Amendment — Document number 2014R02948
Fourth Amendment — Document number 2014R04553
Condominium Addendumf3 — Document number 2014R04553

Hilly Eosement, underground and overhand, typically 32 feet in width, recorded as Document number 2012/807689 to Misconsin Power and Light Company; Wacd County Telephone Company D/B/A Solarus; Charter Cable Parthaus, LLC D/B/A Charter Copie Parthaus, LLC D/B/A (Communications and Wisconsin Gas LLC, D/B/A) Yo Energies.

The Declarant and its offliates, and their successors and castigns, hamby reserve a parmanent eaterment ever and access ways within Polist Cove Condominium for the benefit of other lands under the period and their successors and assigns. See Declarations for more information.

The designated private ansits wastewater treatment system area for Units 39—40 also serves existing and future units.

MARCO Lake elevations as shown hereon are derived from the banchmork on the S.T.H. "13" Bridge, structure B-71-62 which is a 2.5" cast iron disk in the Mortheast abutanent Elevation provided by the Miscopain Department of Transportation — 982.34" U.S.G.S. \$M.G.K.D. 1929.

SIXTH AMENDMENT TO **DECLARATION OF CONDOMINIUM** FOR

POINT COVE CONDOMINIUM TOWN OF SARATOGA, WOOD COUNTY, WISCONSIN

Document Number

Title of Document



2018R08467

TIFFANY R. RINGER WOOD COUNTY REGISTER OF DEEDS RECORDED ON

10/04/2018

10:30AM

REC FEE:

30.00

EXEMPT #:

N/A

PAGES:

11

Record this document with the Register of Deeds

Name and Return Address:

Pavloski Development LLC N9246 State Road 80 Door 89

Necedah, WI. 54646

(Parcel Identification Number)

SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR POINT COVE CONDOMINIUM

This Sixth Amendment to Declaration of Condominium for Point Cove Condominium ("Sixth Amendment") is made this 26th day of September, 2018 by Great Northern Timber Company, LLC, a Wisconsin limited liability company ("Declarant"), Michael R. Mercurio and Tammy M. Mercurio, husband and wife ("Unit 36 and 37 Owner"), and the Board of Directors of Point Cove Condominium Owner's Association, Inc., a Wisconsin non-stock corporation ("Association"), pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") and pursuant to Section 8. B. and 18 of the Declaration and Section 6. of the Fourth Amended Declaration.

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

WHEREAS, the Condominium was established pursuant to the Declaration of Condominium for Point Cove Condominium, recorded on August 8, 2012 in the Office of the Register of Deeds for Wood County, Wisconsin as Document No. 2012R08477, as amended by the First Amendment to Declaration recorded on August 17, 2012 as Document No. 2012R08832, as amended by the Second Amendment to Declaration recorded on December 18, 2012 as Document No. 2012R13623, as amended by the Third Amendment to Declaration recorded on May 1, 2014 as Document No. 2014R02947, as amended by the Fourth Amendment to Declaration recorded on June 23, 2014 as Document No. 2014R04552 and as amended by the Fifth Amendment to Declaration recorded on July 12, 2018 as Document No. 2018R05650 (collectively, the "Declaration"); and

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

WHEREAS, Declarant is the current owner of Units 15, 16, 30, 32, 33 and 38 of Point Cove Condominium, and Unit 36 and 37 Owner is the owner of Units 36 and 37 of Point Cove Condominium; and

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

WHEREAS, the parties hereto have provided 30 days prior written notice pursuant to Section 703.13 of the Wisconsin Statutes to the other Unit Owners in the Condominium of the merger of Units 36 and 37 of the Condominium; and

WHEREAS, the Declarant, Unit 36 and 37 Owner and the Board of Directors of the Association desire to merge the existing adjoining Units 36 and 37 of Point Cove Condominium into Unit 36 as set forth herein and shown on the Point Cove Condominium Plat Addendum #5 attached hereto as Exhibit B;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is hereby amended by the Declarant, Unit 36 and 37 Owner and the Board of Directors of the Association as follows:

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

- A. Pursuant to Section 703.13(8) of the Wisconsin Statutes, Section 8 of the Declaration and Section 6. of the Amended Declaration, the Declarant, a Unit Owner, or Unit Owners may merge two (2) or more adjoining Units into a single Unit.
- C. Units 36 and 37 are adjoining units owned by Unit 36 and 37 Owner; and said Units are hereby merged into Unit 36 as shown on the Condominium Plat Addendum #5 set forth on Exhibit B attached hereto and incorporated herein by reference.
- D. As a result of the merger, the undivided interest in the common elements and rights to use the limited common elements for Unit 36 shall be 5.0% (2/40^{ths}) which is the total of the combined two units.
- E. As a result of the merger, the voting rights in the Association appertaining to Unit 36 shall be 5.0% (2/40^{ths}) which is the total of the combined two units.
- F. As a result of the merger, the allocation to Unit 36 of the liability for common expenses and rights to common surpluses shall be 5.0% (2/40^{ths}) which is the total of the combined two units.
- G. As a result of the merger and despite the Unit percentage interests set forth above, general assessments for the community septic system shall be shared equally among the owners of Units 1 through 17 inclusive, 19 through 36 inclusive and 38 through 40 inclusive and are estimated to be approximately \$100 per year for each Unit which is not connected to the system, and \$200 per year for Units that are connected to the system. The general assessments for the community septic system remain subject to change upon written notice from the Association.
- 2. <u>Effective Date</u>. The effective date of this Sixth Amendment shall be the date it is recorded in the Office of the Register of Deeds for Wood County, Wisconsin.
- 3. <u>Miscellaneous</u>. All terms not specifically defined herein shall have the same meaning as provided in the Declaration. Except as modified by this Sixth Amendment, the Declaration remains in full force and effect and is hereby ratified and approved for all purposes.

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

DECLARANT:

| | Great Northern Timber Company, LLC |
|------|------------------------------------|
| | By: Brad Pavloski, Member |
| | Brad Lavidski, Wolfiddi |
|) | |
|) ss | |

Personally came before me this **26**TH day of **SEPTEMBEK**, 2018, the above named Brad Pavloski being a member of Great Northern Timber Company, LLC, a Wisconsin limited liability company, to me known to be the person who executed and acknowledged the foregoing instrument as an act of the limited liability company by its authority.

Christopher J Renner

STATE OF WISCONSIN

COUNTY OF JUNEAU

Notary Public - State of Wisconsin

My commission expires: January 23, 2022

UNIT 36 and 37 OWNER:

| Mah PRA |
|---|
| Michael H. Mercurio |
| Janemy M. Mercurio Tammy M. Mercurio |
| STATE OF) ss COUNTY OF |
| Michelle White Notary Public - State of My commission expires: 1 |

"OFFICIAL SEAL"
MICHELLE J. WHITE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 06/24/2022

ASSOCIATION:

| | | | Point Cove Condominium Owner's | | | |
|---|--|--|--|--|--|--|
| | | | Association, Inc. | | | |
| | | | Ву: | | | |
| | | | Brad Pavloski, President | | | |
| STATE OF W | VISCONSIN |)) ss | | | | |
| COUNTY OF | JUNEAU |) | | | | |
| named Brad Wisconsin n acknowledge Christopher J | Pavloski, Pre ion-stock corp d the foregoing Renner | sident of Point poration, to me g instrument as ar | day of SEPTEMBER, 2018, the above Cove Condominium Owner's Association, Inc., a known to be the person who executed and act of the corporation by its authority. NOIADLE MOIADLE MOIA | | | |
| | c - State of Wision expires: Jan | nuary 23, 2022 | NOTARL REPUBLIC PUBLIC PUBLIC WISCONSTITUTION OF WISCONSTITUTI | | | |
| Drafted by: | Lichtsinn & 111 East Wi | Haensel, s.c. sconsin Avenue, Wisconsin 53202 | | | | |

EXHIBIT A

LEGAL DESCRIPTION

Units 1 through 17 inclusive, 19 through 40 inclusive and the Common Areas of Point Cove Condominium established pursuant to the Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R08477 and Point Cove Condominium Plat as recorded in Volume 1 of Condominium Plats, Page 41 as Document number 2012R08478; amended by the First Amendment to Declaration of Condominium for Point Cove Condominium recorded as Document number 2012R08832; and amended by the Second Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R13623 and Point Cove Condominium Addendum as recorded in Volume 1 of Condominium Plats, Page 44 as Document number 2012R13624; and amended by the Third Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2014R02947 and Point Cove Condominium Addendum #2 as recorded in Volume 1 of Condominium Plats, Page 49 as Document number 2014R02948; and amended by the Fourth Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2014R04552 and Point Cove Condominium Addendum #3 as recorded in Volume 1 of Condominium Plats, Page 50 as Document number 2014R04553; and amended by the Fifth Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2018R05650 and Point Cove Condominium Addendum #4 as recorded in Volume 1 of Condominium Plats, Page 65 as Document number 2018R05651; being part of Lots 1 through 4 inclusive of Wood County Certified Survey Map number 9488 as recorded in Volume 33 of Survey Maps, Page 188 as Document number 2012R07688, Located in the Northwest Quarter of the Northwest Quarter of Section 5, the Northeast Quarter of the Northeast Quarter, the Southeast Quarter of the Northeast Ouarter, the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga. Wood County, Wisconsin.

EXHIBIT B

POINT COVE CONDOMINIUM ADDENDUM #5 (See Attached Plat as the next page)

oint

condominium addendum #5

Units 36 and 37 of Point Cova Condominium Addendum §3 as recorded in Volume 1 of Candominium Pales, Page 50 as Document number 2012R08477.

Declaration of Condominium for Point Cova Condominium recorded as Document number 2012R08432.

First Amendment to Declaration of Candominium for Point Cova Condominium recorded as Document number 2012R08532.

Second Amendment to Condominium for Point Cova Condominium Town of Sarataga, Wood County, Wisconsin recorded as Document number 2014R025947.

Third Amendment to Declaration of Condominium for Point Cova Condominium Town of Sarataga, Wood County, Wisconsin recorded as Document number 2014R04552.

Fourth Amendment to Declaration of Condominium for Point Cova Condominium Town of Sarataga, Wood County, Wisconsin recorded as Document number 2014R04552.

Fifth Amendment to Declaration of Condominium for Point Cova Condominium Town of Sarataga, Wood County, Wisconsin recorded as Document number 2014R04552.

Fifth Amendment to Lot 3 of Wood County Cortlined Survey Map number 9428 as recorded in Volume 33 of Survey Hops on Page 186 as Document number 2012R07588.

Bamp part of Lot 3 of Wood County Cortlined Survey Map number 9428 as recorded in Volume 33 of Survey Hops on Page 186 as Document number 2012R07588.

Range & Eost, Town of Sarataga, Wood County, Wisconsin.

PROFESSIONAL LAND SURVEYOR'S CERTIFICATE:

i, Christopher J. Renner, hereby certify that I am a Professional Land

Misconsin State Statues, Wood County Ordinance \$701 and the Town of Sarabogo Building Code Ordinance \$701 and the Town of Sarabogo Building Code Ordinance \$701 and the Town of Sarabogo Building Code Ordinance May 9.7.-1.61, and these sheets of these Condominance Plet at the direction of Eard Pondhash for Great Northern Timber Connains. L.C. Celarunt and agent to the canner; and That sood plat is a fuse and connect representation of the lands surveyed and the condominium described, is the best of my knowledge and belief; and sements can be determined from the politication and location of each unit and the common elements can be determined from the plat.

PLS No. 2441

Chinistopher J. Renner

COUNTY OF WOOD:

Fieldwork completed: 30 August, 2018 Field Book, file., Page file

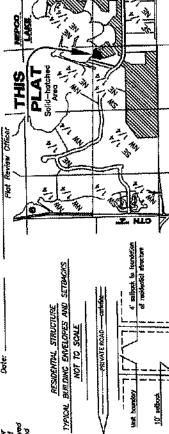
Point Cove condominium Future Expansion Area

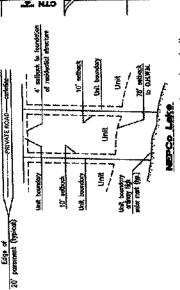
f' = 1000'LOCATION MAP

SCALE:

Great Northern Timber Company LLC P.O. Box 1027 Wisconsin Repids, Wt. 54495-1027

The County of Wood does hereby certify that this addendum to the Condominum Part of Paint Cove be and harely is approved in campisance with Chapter 701.04(5) of the Wood County Land Debatission Confinence \$701.





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* M. S.

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LARRY AV

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

Pavloski Development

Castle Rock Lake

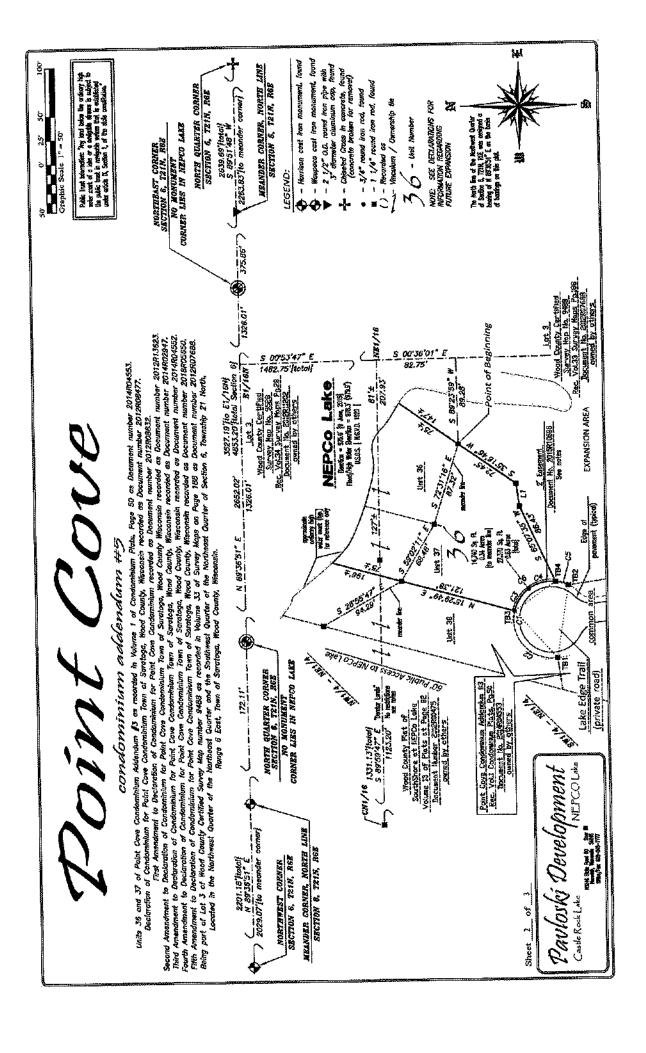
Owners: Michoel M. Mercurio and Torany M. Mercurio 11318 Michigan Avanue Spring Grave, IL. 80081

Sheet 1 of 3

8-TZ1N-R6E

SECTION

SECTION 5-T21N-R6E



Units 36 and 37 of Polit Core Condominium Addendum \$1 as recorded in Volume 1 of Condominium Plats, Page 50 as Document number 2014/04553.

Declaration of Condominium for Point Cove Condominium 1 or Condominium Plats, Page 50 as Document number 2012/036477.

Declaration of Condominium for Point Cove Condominium for Point Cove Condominium recorded as Document number 2012/03633.

Second Amendment to Declaration of Condominium for Point Cove Condominium form of Sardoga, Wood County, Misconsin recorded as Document number 2014/02947.

Third Amendment to Declaration of Condominium for Point Cove Condominium form of Sardoga, Wood County, Misconsin recorded as Document number 2014/02947.

First Amendment to Declaration of Condominium for Point Cove Condominium form of Sardoga, Wood County, Wisconsin recorded as Document number 2014/04552.

First Amendment to Declaration of Condominium form of Sardoga, Wood County, Wisconsin recorded as Document number 2018/04562.

First Amendment to Declaration of Condominium for Point Cove Condominium Town of Sardoga, Wood County, Wisconsin recorded as Document number 2018/05660.

First Amendment to Declaration of County Cartifine Survey Maps on Page 188 as Document number 2018/07688.

Baring part of Lot 3 of Wood County Cartifine Survey Was number 5012/07607.

Range 6 East, Town of Sardoga, Wood County, Wisconsin of Section 6, Township 21 North,

LEGAL DESCRIPTION:

Commencing at the Northwest corner of said Section 6, thence N 8936'51' E along the Northwest Country of Section 6, there S 00'53'47' E along the East Northwest Country of Section 6 and Section 6 and Section 6 and Section 6 and Section 7 Northwest Country of the Northwes

holoding all knots bing between the unk lines extended, the meander line and the ardinary high water mark of NEPCo Lake. Subject to essements, coverants, restrictions and right-al-ways of record.

Tangeat Bearing Toble
Number Bearing
TB1 N 0754'03' W
TB2 H 25'03' E
TB3 S 76'10'37' E
TB4 S 05'12'51' W

Number Direction Distance
Number Circuits w 24.18

| Curve Dotto Tobio Constitution | | Ĥ | 76.42' 149.6 | 66.22' 78.00 | 27.11' 27.66 | 29.17' 29.86 | 4 | 52.69' 57.52 |
|---|------------|---------------|--------------|---------------|--------------|--------------|----------|--------------|
| Dello Angle 21472441 1114326 393702 474626 2017447 | mile Teble | Chard Bearing | 142.5 | S 47.57'40" W | Ņ | | 44.5 | |
| Redition 40.00' | | Amale | 214"24"41" | 11174326 | 39.37.02 | 42.46.36" | 2017'47" | BC 10400 |
| | | Rodius | 40.00 | 40.00 | \$0.00 | 40.00 | 40.00 | ,000 |

50000000

Point Cove Condominism is subject to a Waiver of Claims figurement, recorded as Document No. 2017/BJS135 and a "Declaration and Agreement of Restrictive Coverants" recorded as Document No. 2011/RJS194.

The Deckurdion and Agreement of Restrictive Commants meathed as Document No. 2011R03194 olow for no on site septic systems, holding banks only. — shrem as Tomian Lands.

Point Core Condominium is subject to a recorded Deckration of Restrictions for INECOL Like Owner's Assorbation, inc., rescribed as the following documents: Deckration — Document no. 2012/003607
Amended and Restated — Doc. no. 2013/03108
3nd Amended and Restated — Doc. no. 2014/003009
3rd Amended and Restated — Doc. no. 2014/003000
4th Amended and Restated — Doc. no. 2014/02/09

Point Cove Condominhum is subject to a recorded Decianation of Condominium for Point Cove Condominium for Point Cove Condominium, Town of Sardeep, Hood County, Wisconsin, Including amendments recorded as the following decuments:

Declaration — Document number 2012R08478

First Amendment — Document number 2013R08578

Second Amendment — Document number 2013R08578

Second Amendment — Document number 2013R08578

Condominium Addendum — Document number 2014R02948

Condominium Addendum — Document number 2014R02948

Condominium Addendum 2 — Document number 2014R02948

Fifth Amendment — Document number 2014R02948

Condominium Addendum 4 — Document number 2014R02948

Condominium Addendum 4 — Document number 2014R029505

Condominium Addendum 4 — Document number 2014R036501

Utility Essemant, underground and orenhead.
2 feet in width recorded on Booumain turnber.
2 feet in width recorded on Booumain turnber.
2 feet in width recorded on Booumain turnber.
4 feed County Telephone Company U/B/A Solarus:
Charter Coble Parthers, L.C. U/B/A Charter
Communications and Wiscansin Gas L.C. D/B/A
We Energies.

Unit 36 will be served by the designated private onsile wastewide ireoformel systems area for Units 29 through 35 or shown on the Conformition Plat of Point Cove Conformition Advancing 45 recorded on Document number 201480-555.

This area will also be used for serving future units.

NEPCO Lake elevations as shown hereon are derived from the benchmark on the S.T.H. "13" Bridge, structure B-71"-62" which is a 2.53" cast iron disk in the Northeast abutment. Elevation provided by the Hisconsin Department of Transportation — 982.34" U.S.G.S. FMGND. 1929).

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Pavloski Development Castle Rock Lake

SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR POINT COVE CONDOMINIUM

POINT COVE CONDOMINIUM
TOWN OF SARATOGA, WOOD COUNTY,
WISCONSIN

Document Number

Title of Document



2019R09428

TIFFANY R. RINGER WOOD COUNTY REGISTER OF DEEDS RECORDED ON

11/07/2019

01:53PM

REC FEE: EXEMPT #: 30.00

XEMPI #:

N/A

PAGES:

49

Record this document with the Register of Deeds

Name and Return Address:

Pavloski Development LLC N9246 State Road 80

Door 89

Necedah, Wl. 54646

30.00P

(Parcel Identification Number)

SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR POINT COVE CONDOMINIUM

This Seventh Amendment to Declaration of Condominium for Point Cove Condominium ("Seventh Amendment") is made this 16th day of October, 2019 by David J Ellenberger and Megan N Ellenberger, husband and wife, survivorship marital property ("Unit 32 Owner"); Great Northern Timber Company, LLC, a Wisconsin limited liability company ("Declarant" and "Unit 33 Owner") and Donald E. Meredith and Cherie. A. Meredith, and their successors in office, as Co-Trustees of the Donald E. Meredith and Cherie A. Meredith, Revocable Trust dated 01/07/2016 ("Unit 34 Owner"), pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") and pursuant to Section 13 of the Declaration and Section 6 of the Fourth Amended Declaration.

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

WHEREAS, the Condominium was established pursuant to the Declaration of Condominium for Point Cove Condominium, recorded on August 8, 2012 in the Office of the Register of Deeds for Wood County, Wisconsin as Document No. 2012R08477, as amended by the First Amendment to Declaration recorded on August 17, 2012 as Document No. 2012R08832, as amended by the Second Amendment to Declaration recorded on December 18, 2012 as Document No. 2012R13623, as amended by the Third Amendment to Declaration recorded on May 1, 2014 as Document No. 2014R02947, as amended by the Fourth Amendment to Declaration recorded on June 23, 2014 as Document No. 2014R04552, as amended by the Fifth Amendment to Declaration recorded on July 12, 2018 as Document No. 2018R05650 and as amended by the Sixth Amendment to Declaration recorded on October 4, 2018 as Document No. 2018R08467 (collectively, the "Declaration"); and

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

WHEREAS, Point Cove Condominium Addendum #3 which is subject to the Declaration and this Seventh Amendment is attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, Chapter 703.09(2) of the Wisconsin Statutes and Section 13 of the Declaration allow the declaration to be amended by the written consent of at least two-thirds (67%) of the aggregate of the votes in the condominium; and

WHEREAS, Section 6 of the Fourth Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin provides for the right to

merge two (2) or more adjoining Units into one (1) Unit in accordance with the provisions of the Wisconsin Condominium Act; and

- WHEREAS, the Unit 32 Owner, Unit 33 Owner and Unit 34 Owner desire to merge and relocate the boundary lines within the three existing adjoining units into Units 32 and 34 as set forth herein and shown on the Point Cove Condominium Plat Addendum #6 attached hereto as Exhibit C and incorporated herein by reference; and
- WHEREAS, twenty-seven (27) unit owners have consented in writing to the merger and relocation of the boundary lines within the three existing adjoining Units 32, 33 and 34 into two (2) units to be designated as Unit 32 and Unit 34; and
- WHEREAS, the above described twenty-seven (27) unit owners written consent to the merger and relocation of the boundary lines constitute at least two-thirds (67%) of the unit owners in Point Cove Condominium; and
- **WHEREAS,** the above described written consent of the unit owners are attached hereto as Exhibit D and incorporated herein by reference;
- **NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is hereby amended by the Unit 32 Owner, Unit 33 Owner and Unit 34 Owner as follows:
 - 1. **Amendment.** The Declaration is hereby amended as follows:
- A. Units 32, 33 and 34 are adjoining units owned by Unit 32, 33 and 34 Owner; and said Unit boundaries are hereby relocated and merged into Units 32 and 34 as shown on the Condominium Plat Addendum #6 set forth on Exhibit C attached hereto and incorporated herein by reference.
- B. As a result of the relocation and merger, the number of units declared within Point Cove Condominium shall be reduced to thirty-nine (39).
- C. As a result of the relocation and merger, the undivided interest in the common elements and rights to use the limited common elements for Unit 32 shall be 1/39th and Unit 34 shall be 1/39th.
- D. As a result of the relocation and merger, the voting rights in the Association appertaining to Unit 32 shall be 1/39th and Unit 34 shall be 1/39th.
- E. As a result of the relocation and merger, the allocation of the liability for common expenses and rights to common surpluses for Unit 32 shall be 1/39th and Unit 34 shall be 1/39th.
- F. As a result of the relocation and merger and despite the Unit percentage interests set forth above, general assessments for the community septic system shall be shared

equally among the owners of Units 1 through 17 inclusive, 19 through 32 inclusive, 34 through 36 inclusive and 38 through 40 inclusive and are estimated to be approximately \$100 per year for each Unit which is not connected to the system, and \$200 per year for Units that are connected to the system. The general assessments for the community septic system remain subject to change upon written notice from the Association.

- G. The Declarant has constructed a community septic system located in the common areas to service Units 29-32. This community septic system will also be used to service up to six (6) additional expansion Units in the future. The Declarant has further constructed a separate community septic system located in the common areas to service Units 34-36 and 38. This community septic system will also be used to service up to six (6) additional expansion Units in the future.
- H. The Declarant and all Unit owners shall have the right to relocate the boundaries between adjoining units and the right to merge two (2) or more adjoining units into one (1) unit in accordance with any of the provisions of Chapter 703 of the Wisconsin Statutes.
- 2. Effective Date. The effective date of this Seventh Amendment shall be the date it is recorded in the Office of the Register of Deeds for Wood County, Wisconsin.
- 3. <u>Miscellaneous</u>. All terms not specifically defined herein shall have the same meaning as provided in the Declaration. Except as modified by this Seventh Amendment, the Declaration remains in full force and effect and is hereby ratified and approved for all purposes.

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

DECLARANT:

| Great Northern Tim | ber Company, LLC |
|--------------------|-----------------------|
| m/ | 1 |
| ву // | Brad Pavloski, Member |

STATE OF WISCONSIN) ss COUNTY OF JUNEAU)

Personally came before me this <u>29TH</u> day of <u>octobek</u>, 2019, the above named Brad Pavloski being a member of Great Northern Timber Company, LLC, a Wisconsin limited liability company, to me known to be the person who executed and acknowledged the foregoing instrument as an act of the limited liability company by its authority.

Christopher J Renner

Notary Public - State of Wisconsin

My commission expires: January 23, 2022



| UNIT 32 OWNER: |
|---------------------|
| afull |
| David J Ellenberger |
| Megan N Ellenberger |

STATE OF Wisconsm)

SS COUNTY OF Portage)

Personally came before me this D day of Octobe , 2019, the above named David J Ellenberger and Megan N Ellenberger, to me known to be the persons who executed and acknowledged the foregoing instrument as their individual acts.

MICHELLE JEASTON Notary Public - State of Wisconsin My commission expires: 27722

My Commission Expires February 7, 2020

UNIT 34 OWNER:

Donald E. Meredith and Cherie A. Meredith, and their successors in office, as Co-Trustees of the Donald E. Meredith and Cherie A. Meredith, Revocable Trust Dated

01/07/2016

Donald E. Meredith

Cherie A. Meredith

STATE OF WISCONSIN

COUNTY OF PACINE)

Personally came before me this day of November, 2019, the above named Donald E. Meredith and Cherie A. Meredith, Co-Trustees, to me known to be the persons who executed and acknowledged the foregoing instrument as their individual acts.

Notary Public - State of WISONSIN

My commission expires: 10-31-23

Drafted by: Michael D. Orgeman - State Bar No. 01018072

Lichtsinn & Haensel, s.c.

111 East Wisconsin Avenue, # 1800

Milwaukee, Wisconsin 53202

(414) 276-3400

EXHIBIT A

POINT COVE CONDOMINIUM LEGAL DESCRIPTION

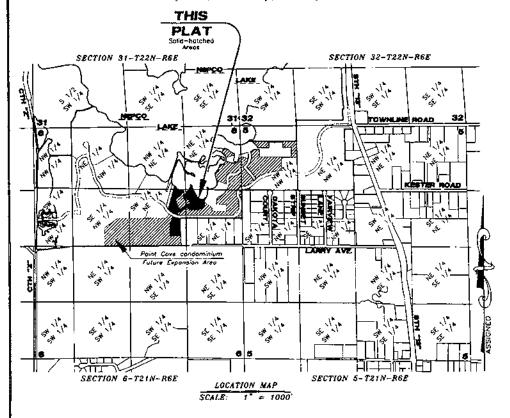
Units I through 17 inclusive, 19 through 36 inclusive, 38, 39, 40 and the Common Areas of Point Cove Condominium established pursuant to the Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R08477 and Point Cove Condominium Plat as recorded in Volume 1 of Condominium Plats, Page 41 as Document number 2012R08478; amended by the First Amendment to Declaration of Condominium for Point Cove Condominium recorded as Document number 2012R08832; and amended by the Second Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R13623 and Point Cove Condominium Addendum as recorded in Volume 1 of Condominium Plats, Page 44 as Document number 2012R13624; and amended by the Third Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2014R02947 and Point Cove Condominium Addendum #2 as recorded in Volume 1 of Condominium Plats, Page 49 as Document number 2014R02948; and amended by the Fourth Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2014R04552 and Point Cove Condominium Addendum #3 as recorded in Volume 1 of Condominium Plats, Page 50 as Document number 2014R04553; and amended by the Fifth Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2018R05650 and Point Cove Condominium Addendum #4 as recorded in Volume 1 of Condominium Plats, Page 65 as Document number 2018R05651; and amended by the Sixth Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2018R08467 and Point Cove Condominium Addendum #5 as recorded in Volume 1 of Condominium Plats, Page 66 as Document number 2018R08468; being part of Lots 1 through 4 inclusive of Wood County Certified Survey Map number 9488 as recorded in Volume 33 of Survey Maps, Page 188 as Document number 2012R07688. Located in the Northwest Quarter of the Northwest Quarter of Section 5, the Northeast Quarter of the Northeast Quarter, the Southeast Quarter of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

EXHIBIT B

POINT COVE CONDOMINIUM ADDENDUM #3 (See Attached Plat as the next page)

condominium addendum #3

Port of Lot 3 and part of Lot 4 of Wood County Certified Survey Map number 9486 as recorded in Yoliume 33 of Survey Maps on Page 186 as Document number 2012R07688. Located in the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 6. Township 21 North, Range & East, Tawn of Sorologa, Wood County, Wisconsin.



SURVEYOR'S CERTIFICATE:

I, Christopher J. Renner, hereby certify that I am a Licensed Land Surveyor authorized to practice that profession in this state; and Inst I have fully compiled with the provisions of Chapter 70J of the Wisconsin State Status, Mood County Ordinance \$701 and the Tawn of Sorotoga Building Code Ordinance No. 03-21-2007A, as amended; and Into I have surveyed and mapped the property described and shown upon these sheets of these Condominium Plot at the direction of Brad Povloski for Great Northern Timber Company, LCC, owner; and for the state of the secondominium described, to the best of my knowledge and belief; and That the identification and location of each unit and the commence elements can be determined from the plot.

Date: 20 June 2014

Pavloski Development I NE PCO Lake

COUNTY OF WOOD:

The County of Wood does hereby certify that this addendum to the Condominium Plat of Point Cove be and hereby is approved in campliance with the Wood County Shoreland Zolning Ordinance \$704 and Chapter 701.04(5) of the Wood County Land Subdivision Ordinance \$701.

Dole: Same 23, 2014

Plot Review Officer

Volume L of Condominium Plats, Page 50

Cast Ric CVM and VETC 14 Ineld Book File , Page File

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

2014R04553

SUSAN E. CINTER SUSAN E. CONTER MODE COUNTY
RECISTER OF DEEDS
RECORDED ON
06/23/2014 11:25AM
REC. FEE: 50.00

> Development 1 Particolin

condominium addendum #3

Part of Lot J and part of Lot 4 of Wood County Certified Survey Map number 9488 as recorded in Yolume 33 of Survey Maps on Page 188 as Document number 2012/807688. Located in the Northeast Quarter of the Northeast Quarter, the Southeast Quarter of the Northeast Quarter. the Southwest Quarter of the Northeast Quarter and the Northwast Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratago, Wood County, Wisconsin.

Pavloski Development

LEGEND:

Harrison cast iron monument, found

- Waupoca cost iron monument, found

▼ - 2 1/2" 0.D. round iron pipe with 3" diameter aluminum cop, found ¥ - 2 1/2" 0.D. round iron pipe, found

- Chiseled Cross in concrete, found

- 1" 0.0. round inan pipe with
plastic cap, found

1 1/4" 0.0. round iran pipe with
plastic cap, found

1 1/4" round iran rod, found

- 3/4" X 18" round iron re-bar, placed weighing 1.50 lbs per lineal if.

1 1/4" X 18" round iron re-bor, placed meighing 4.30 lbs per lineal ft.

() - Recorded as - Vinculum / Ownership tie

- Planned Future Unit

29 - Unit Number

NOTE: SEE DECLARATIONS FOR INFORMATION REGARDING FUTURE EXPANSION

N



NORTHEAST CORNER SECTION 6, TZIN, RGB NO MONUMENT CORNER LIES IN NEPCO LAKE

MENTA - MELLA.



2639.69 |lotal| 5 89:51'48" W 2263.83' [to meander corner] 375.86 MEANDER CORNER, NORTH LINE SECTION 6, TZIN, REE

N 89'36'51" E 2652.02" **♦**×122.11€ NORTH QUARTER CORNER SECTION 6, 721N, RGE 89:36:51" £ 2201.18'[fotal] NO MONUMENT CORNER LIES IN NEPCO LAKE S 00'53'4 Wood County Certified
Survey Map No. 9528
ec. Vol.34 Survey Maps Pq.28
Document No. 2012R11202
owned by others



Addendum #3 Phase III - Units 29-38

312427 sq. ft 7.17 Acres fto meander linef

See Sheet 3 of B

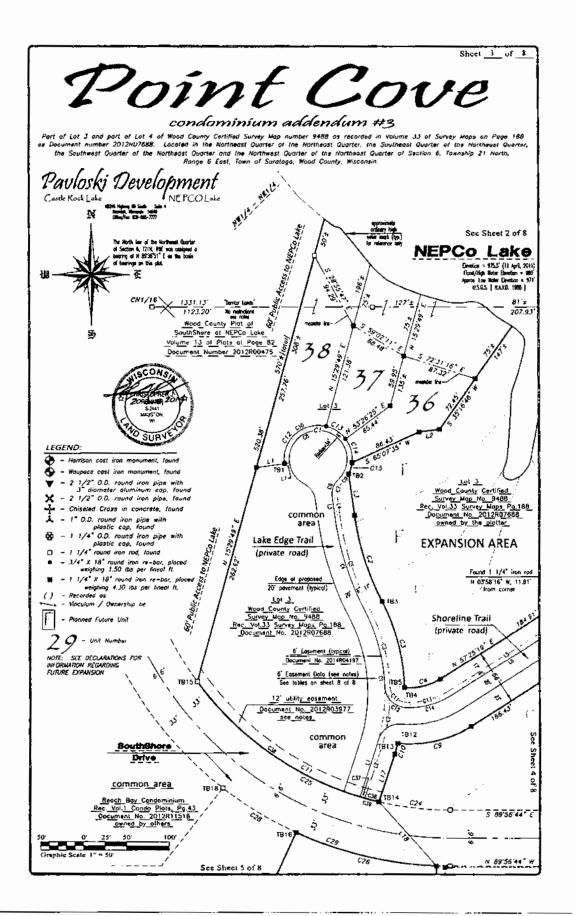
378010± sq. ft 8.68± Acres {total}

4853.20 Itatal Section 6)

NEPCo Lake

| | Unit Area Table | | | | | |
|---------|-----------------|--------------|---------------|------------------|--|--|
| Number | Areo to Me | ander Line | Tatal A | reș i | | |
| Unit 29 | 1067 I Sq. FL | 0.24 Acres | 15256 Sq. FL | 0.35 Acres | | |
| Unit 30 | . 7591 Sq. 81 | 01) tores | 11828 Sq. FL | 027 Aprilia | | |
| Unit 31 | 8095 54 15 | 0.19 Acres | 11484 Sq. FL | 0.76 Acres | | |
| Unit 32 | 6704 Sq. FL | 0.20 Acres | 11146 Sq. FL | 0.26 Acres | | |
| Unit 53 | H/R Sq. ft. | 0.17 Acres | 13086 Sq. Ft. | 0.30 Acres | | |
| Unit 34 | 1973 Sq. PL | D.11 Acres | 77340 Sq. FL | D.63 Acres | | |
| Unit 35 | 7765 Sq. FL | D.HJ. Acres | :3903 Sq. FL | 0.32 Apres | | |
| Unit 16 | 7965 Sq. EL | C. iil Acres | 15879 Sc FL | 0.36 Acres | | |
| Unit 37 | 6775 54 TL | O. 16 Acres | 11491 Sq. FL | 0.26 Acres | | |
| Unit 38 | 123H Sa ft. | 0.25 Acres | 18440 Sa FL | 0.38 Jones | | |

See Sheet 4 of 8



See Sheet 6 of 8

condominium addendum #3

Part of Lot 3 and part of Lot 4 of Wood County Certified Survey Map number 9466 as recorded in Yolume 33 of Survey Maps on Page 188 as Document number 2012/07/688. Located in the Northeast Quarter of the Northeast Quarter the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, John of Saratago, Wood County, Wisconsin.

Pavloski Development
Coste Rock Lake

NE.PCOLORGE See Sheet 4 of 8

132.01 Found 2 1/2" 0.0. iron pipe N 1248'39" W, 2.54" from corner Lot 1

Wood County Cartified
Survey Mop No. 412

Rec. Vol.2 Survey Mops Po.112

Cocument No. 494316

owned by others

SouthShore Drive -

LEGEND:

 Harrison cast iron manument, found 💠 - Waupaca cast iron manument, found

▼ - 2 1/2° 0.0, round iron pipe with 3° diameter aluminum cap, found ★ · 2 1/2° 0.0, round iron pipe, found

→ 2 1/2* O.D. round iron pipe, found
→ Chiseled Cross in concrete, found
→ 1* O.D. round iron pipe with
plastic cap, found
□ 1 1/4* 0.D. round iron rips with
plastic cap, found
□ - 1 1/4* round iron re-bar, placed
assigning 1.50 less per lineal ft.
■ - 1 1/4* X 18* round iron re-bar, placed
assigning 1.50 less per lineal ft.

■ - 1 1/4* X 18* round iron re-bar, placed
assigning 4.30 lbs per lineal ft.

- Recorded as

- Vinculum / Ownership tis

- Planned Future Unit

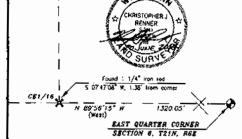
29 - Unit Number

NOTE: SEE DECLARATIONS FOR INFORMATION RECARDING FUTURE EXPANSION





| | Line Data Table | | | | | |
|--------|-----------------|----------|--|--|--|--|
| Number | Direction | Distance | | | | |
| 1.1 | N 82'05'57" E | 33.19 | | | | |
| L2 | \$ 82'26'48" W | 24.18 | | | | |
| () | \$ 0754'03' € | 49.41 | | | | |
| £.4 | N_00'06'39" E | 38.69 | | | | |
| _1.5 | N 60 19 54 W | 52.52' | | | | |
| £5 | N 00'00'00 K | 57.25' | | | | |
| L7 | N 52 29 27 W | 33.18 | | | | |
| 1.8 | N 00'00'00 E | 50.30' | | | | |
| 13 | N 61'47'18" E | 55.03 | | | | |
| 110 | N 32'51'J4" E | 83'± | | | | |
| £11 | N 00 06 39 E | 38.69 | | | | |
| 112 | N 23'51 41 E | 75°± | | | | |
| 413 | S 3729'46" € | 59.48 | | | | |
| LIE | N 79'56'55' E | 46.39 | | | | |
| L/5 | N 81 11 37 W | 40.49 | | | | |
| L16 | N 59'44'56" W | 7.35 | | | | |
| 417 | S 18 16 12 W | 58,94 | | | | |
| L!8 | S 41'39'49" E | 100.80 | | | | |



| | | Curve | Dota_Table | | |
|--------|---------|-------------------|------------------|--------|--------|
| Yumber | Rodius | Delto Angle | Chord Bearing | Chord | Length |
| CI | 40.001 | 214'24'41" | 5 80'41'42.5° € | 76.42 | 149.69 |
| C2 | 317.00 | 19'20'21" | S 1734 13.5 € | 106.49 | 107.00 |
| CJ | 233.001 | 25'01'03" | 5 14 13 52.5° E | 104.90 | 105.80 |
| C4 | 67.00 | 3739'05" | N 76'14'51.5" E | 43.24 | 44.03 |
| C5 | 183.00 | 22 18 00" | N 58 34'19" E | 70.78 | 21.22 |
| CE_ | 40.00 | 248 49 73 | S 89 53 21.5 E | 65.00 | 173.71 |
| Ç7 | 183.00 | 11'50'54" | S 73 34 35 E | 37.78 | 37.84 |
| ÇØ | 40.00 | 144'08'50" | 5 29'59'24" E | 76.72 | 100.63 |
| C9 | 133.00 | JS J4 08 | S 76422J W | 87.85 | 89.53 |
| C10 | 233.00" | 2.14.12. | S 16'41'05.5" W | 13.16 | 13.16 |
| CII | J67.00° | 40'43'10" | N 56'29'45" W | 255.J7 | 260.62 |
| C12 | 40.001 | 111'43'26" | S 4/57'40 W | 66.22 | 78.00 |
| CIS | 40.00 | J9'37'02" | N 56'22'06" W | 27.11 | 27.66 |
| C14 | 40.00 | 42'46'26" | N 15'10'22" W | 29.17 | 29.66 |
| C15 | €0.00 | 201747 | 5 16 21 44.5 H | 14.10 | 14.17 |
| C16 | 40.00 | 43'30'48" | N 123239" W | 29.85 | 30.38 |
| C17 | 40.00 | 56 56 02 | N 3740'46' E | 38.13 | 39.75 |
| C18 | 40.00 | 2754'17" | N 80'05'55.5° C | 19.29 | 19.48 |
| C19 | 40.00 | 60 23 32 | S 55'45'10' E | 40.24 | 42.16 |
| C20 | 40.00 | 60'04'44" | S 04'28'58" W | 40.05 | 41.94 |
| C21 | 40.00 | 16 43 09 | N 8617'45.5" E | 11.63 | 11.67 |
| C22 | 40.00 | 75'17'36* | 5 474152 E | 48.861 | 52.56 |
| C2J | 40.00 | 52'08'05 | \$ 16'00'58.5" W | 35.15 | J5.40 |
| C24 | J57.00° | 13.05.24 | N 83'24'02" W | 83.86 | 83.85 |
| C25 | 367.00 | 5 <u>J'48'J4"</u> | N 63'02'27" W | 332.14 | J44.67 |
| C26 | 433.00 | 22'30'24 | 5 76"34"09" E | 169.00 | 170.10 |
| C27 | 433.001 | 2'07'23" | S 88'5J'02.5' € | 16.04 | 15.04 |
| C28 | 4,33.00 | 1321 10" | N 58 J8 22 W | 100.68 | 100.91 |
| C29 | 433.00 | J758'57" | N 70'57'15.5" W | 281.82 | 287.05 |

condominium addendum #3

Part of Lat 3 and part of Lat 4 of Wood County Certified Survey Map number 9488 us recorded in Volume 33 of Survey Maps on Page 188 as Document number 2012R07688. Located in the Hartheast Quarter of the Martheast Quarter, the Southeast Quarter of the Martheast Quarter. the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range & East, Town of Saratogo, Wood County, Wisconsin

LEGAL DESCRIPTION - Phase III, Units 29-38

Part of Lot 3 and part of Lot 4 of Wood County Cartified Survey Map number 9488 as recorded in Volume 33 of Survey Maps on Page 188 as Decument number 2017/07/688. Located in the Northeast Duarter of the Northeast Duarter. the Southeast Counter of the Northeast Outher o



Pavloski Development Crothe Rock Late NEFCOL sho

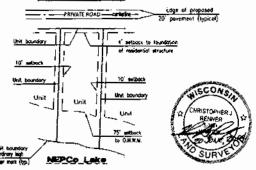
condominium addendum #3

Part of Lot 3 and part of Lot 4 of Wood County Certified Survey Map number 9408 as recorded in Volume 33 of Survey Maps on Page 188 as Document number 2012R07688. Located in the Northeast Quarter of the Northeast Quarter, the Southwest Quarter of the Martheast Quarter and the Northwest Quarter of the Northeast Quarter of Section 6, formship 21 North, Range 6 East, Taxo of Saratoga, Wood County, Wisconsin.

| 6 | Eosement Line Dat | to Table |
|----------|-------------------|----------|
| Number . | Climetion | Distance |
| 3 | N 18 18 17 € | 60.29 |
| 12. | S 18 18 12 W | 60.05 |
| L) | N 0754'03' W | 24.52 |
| L4 | \$ 07.54.03 € | 24.52 |
| LS. | N 5725 19 C | 184.91 |
| هَيا | 5 5725'19" W | 184.91 |
| Ľ | 5 8205'57' W | 6.00 |
| i.s | N 00'05'39' E | 12,14 |
| (ĝ | S 00706'39' W | 12.14 |
| LID | \$ 00006'36" W | 12,14 |
| ij | N (X706'39" € | 12.14 |
| L12 | S 57 39 05 E | 68.64 |
| LIS | H 67-39 06" W | 68.54 |
| 16 | 8 4754'59" W | 6.00 |

| Heurither . | Redius | Delta Angle | Chard Bearing | Chord | Length |
|-------------|---------|-------------|-----------------|---------|--------|
| Ç1 | 210.00 | 45'32'36" | H 04'28'06 W | 162.57 | 166.93 |
| C2 | 216.00 | 15'50'09" | 5 10723'07.5" W | 59.51 | 59.70 |
| CJ | 216.00° | 25'34'28' | S 14°27°10° € | 95.62 | 96 41 |
| C4 | 340.00 | 15 20 21 | N 1737135 # | 114.22 | 114.75 |
| CS | 334.00 | 19 20 21 | 5 1/34 13.5° E | 112.20 | 112.74 |
| CS. | 25.00 | 55'36'51" | N 18 54 22.5 E | 22:55 | 23.39 |
| Ç? | 19.00 | 533651 | \$ 16'54'22.5' | 17.14" | 17.78 |
| C8 | 34.00 | 33336'51 | R /1'05'37.5' W | 60.69 | 135.63 |
| (3 | 40.00 | 191210 | 2 38,09,47, M | 13.34 | 13.41 |
| C10 | 40,00 | 235.36.51 | S 71 05 37.5 € | 71.40 | 163,10 |
| Ć11 | 19.00 | 84'49'35 | 5 44'04'33.5' E | 25.63 | 20.13 |
| C17 | 25.00 | 46 19 09 | N 65720 16.5 W | 19.66 | 20 21 |
| C13 | 81.00 | 36'04'50" | ₩ 75'27'44' E | 52.03 | 37.90 |
| CIA | 90.00 | 36'04'50" | 5 7527'44 W | 55 74" | 56.68 |
| CIS | 166.00 | 21'47'00 | N 68 18 49 C | 82.73 | 63 11 |
| Ç16 | 160.00 | 21'47'00" | S 68 18 48 W | 60.46 | 60.83 |
| C17 | 19.00 | 79'05'40" | N 54759'29 € | 24.20 | 26.23 |
| C18 | 25.00 | 79'05'40" | S 37 39 29 W | 31.84 | 34,51 |
| C19 | 19.00 | 53"36"51" | H 25'41'46.5 # | 17,14 | 17.78 |
| C20 | 25.00 | 53.36.51 | S 2541'46.5' E | 22.55 | 23.39 |
| CSI _ | 40.00 | 19"12"09" | N 4554 07.5 W | 13.34 | 13.41 |
| C22 | 40.00 | 19 12 10* | 5 44 07 25 W | 13.34 | 13.41 |
| CS3 | 40.00 | 28713'42" | \$ 89'53'21 8 | 47.45 | 200.53 |
| C24 | 34.00 | 287 13 42 | N 85.77.51 A | 40.34 | 170.44 |
| C25 | 19.00 | 53 36 51 | 5 25 55 D4.5 W | 17.11 | 17.78 |
| C2& | 25.00 | 22.36,21 | N 265504.5 E | 27:55 | 57.39 |
| ¢27 | 19.00 | 79 05 40 | S 39.59.11, E | 24,20 | 26.23 |
| C28 | 25.00 | 79705'40" | N 3972511 X | 31.84 | 34,51 |
| C29 | 168.00* | 11'19'53" | 5 73 19 04.5" E | 32.78 | 32.83 |
| C30 | 160.00 | 13'19'53 | R 731904.5 Y | 31.59 | 31.64 |
| C31 | 19.00 | 53'56'51 | N 853226.5 € | 17.14 | 17.78 |
| C32 | 25.00 | 53.36,31 | S 85.35,56.2, M | 22.55 | 23.39 |
| CT7 | 40.00 | 1917/10 | H 88,50,09, E | 13,34 | 13.41 |
| C34 | cu'ou, | 18571'00 | 5 38 35 79 E | 79.16 | 114 64 |
| C33 | 34.00 | 163721'00" | H 36'35'29" W | 67,26 | 96.93 |
| C36_ | 367.00 | 239'37" | N 7531315 W | 17.04 | 17.04 |
| C37 | 367.00 | 0.58,14 | N 73 45 36 W | 5.00 | 8.00 |
| C38 | 367.00 | 37 07 19 | N 54'4)'49.5' W | 272'64, | 237.78 |
| Ç39 | 387.00 | 3'35'51" | N 75'03'24.5" # | 23.04 | 23.04 |

RESIDENTIAL STRUCTURE TYPICAL BUILDING ENVELOPES AND SETBACKS NOT TO SCALE



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

Point Cave Condominium is subject to a "Waiver of Claims Agreement" recorded as Document No. 2011R03193 and a "Declaration and Agreement of Restrictive Covenants" recorded as Document No. 2011R03194.

The Deciration and Agreement at Restrictive Covenants recorded as Document No. 2011R03194 allow for no on site septic systems, holding tongs only. — shown as "Domtor Lands"

Point Cove Condominium is subject to a recorded Declaration of Restrictions for NEPCO Lake Owner's Association, Inc., recorded as Document number 2012/09007 as Amended and Restated in Document number 2012/R11083 as Amended and Restated in Document number 2013/R03108 and as Amended and Restated in Document number 2014/R00300.

and Restated in Document number 2014R00300.

Paint Cove Condominium is subject to a recorded Declaration at Condominium for Point Cove Condominium, fown of Saratogo, Wood County, Wisconsin, including amendments recorded as the following documents:

Declaration — Document number 2012R08478

First Amendment — Document number 2012R08478

First Amendment — Document number 2012R0863:2

Second Amendment — Document number 2012R13623

Condominium Addendum — Document number 2012R13624

Third Amendment — Document number 2014R02947

Condominium Addendum — Document number 2014R02947

Condominium Addandumif2 — Document number 2014R02948

Condominant Names 2. Occurring Names 2. (2) Uliky Eosement, underground and overhead recorded as Secument number 2012R03971 to Wiscansin Power and Light Company, Wood County Telephone Company D/B/A Solarus: Charlet Coble Portners, LLC D/B/A Charter Communications and Wiscansin Gus LLC, D/B/A We Energies.

"Scomming Sea and programming of the programming of

The Declarant and its officiales, and their successors and assigns, hereby reserve a permanent easument over and across all private roads and access ways within Point Gave Condominum for the benefit of other lands owned or acquired by the Declarant, its officiales, and their successors and assigns. See Declarations for more information.

The designated private ansite wastewater treatment system for Units 29-33 will also be serving fire additional future units for a total of ten units. The designated private ansite wastewater treatment system for Units 34-38 will also be serving five additional future units for a total of ten units.

The common area where the designated private onsite westewater treatment systems for units 29–38 is located is part of Lot 4 of Wood County Certified Survey Map number 9488. All remaining areas are part of Lot J of Wood County Certified Survey Map number 9488.

Pavloski Development
Casale Rock Loke

Service Control NEPCO Lake

EXHIBIT C

POINT COVE CONDOMINIUM ADDENDUM #6 (See Attached Plat as the next page)

Sheet 1 of 4

Point Cove

condominium addendum #6

Unit 32, Unit 33 and Unit 34 at Point Cove Condominium Addendum \$3 as recorded in Volume 1 of Condominium Plats, Page 50 as Decument trumber 2014/04553. Declaration of Condominium for Point Cove Condominium for Second Amendment to Declaration of Condominium for Point Cove Condominium for Po

COUNTY OF WOOD:

The County of Wood does hereby certify that this addendum to the Condomnium Plot at Point Cove be and hereby is approved in compliance with Chapter 701.04(5) of the Wood County Land Subdivision Ordinance #701

Eoge of ——PAIVASE ROAD — oscietos —

Date: ______ Flot Review Officer

PROFESSIONAL LAND SURVEYOR'S CERTIFICATE:

I, Christopher J. Renner, hereby certify that I am a Professional Land

I, Christopher J, Renner, hereby certify times in the Control of the Surveyor; and Mot I have fully complied with the provisions of Chapter 703 of the Wisconsin State Statues, Wood County Ordinance \$701, the Town of Saratago Building Code Ordinance No. 9-7-164 and the Town of Saratago Zoning Ordinance No. 04-20-16; and Town our separation of the Property described and shown upon these sheets of these Condominium Plot at the direction of Grad Pavioski for Creat Northern Timber Company, LtC. Declarant and agent to the owner; and That said plut is a true and correct representation of the lands surveyed and the condominium described, to the best of my knowledge and belief; and That the dentification and location of each unit and the common element can be determined from the plot.

Date: 30 July, 2019

4' pullback to foundation boundary. IC second 10' selback Unit boundary Unit Unit Unit 75' selbock to O.A.W.U. MEPCO Lake

RESIDENTIAL STRUCTURE

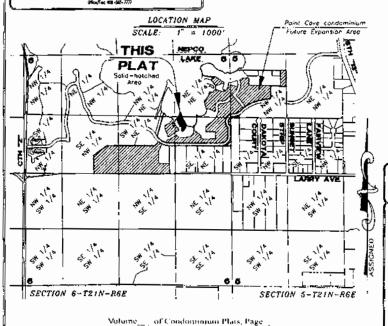
NOT TO SCALE

TYPICAL BUILDING ENVELOPES AND SETBACKS

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

Christopher J. Renner PLS No. 2441

Pavloski Development I NEPCOLike Castle Kock Lake



Owners. Unit 32 David J. Ellenberger Megan N. Ellenberger 3805 Bayberry Drive Woukesha, WI. 53189

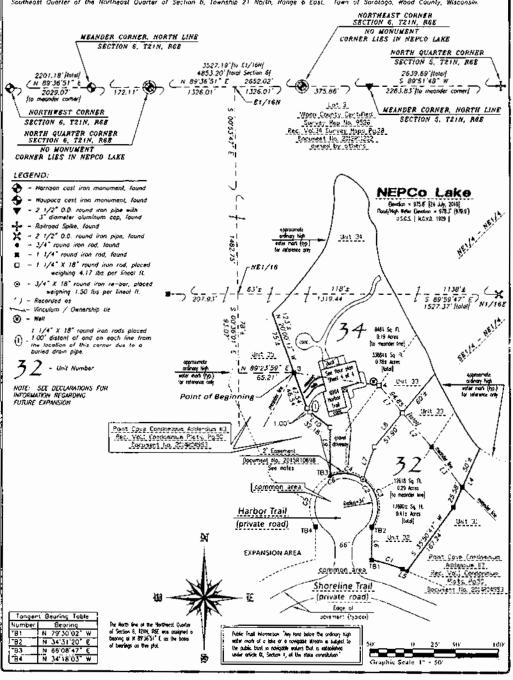
Owners. Unit 34
Opnoid E Meredith and
Cherie A. Meredith, and
their successors in affice,
as Co-Trustees of the
Danoid E. Meredith and
Chereie A. Meredith and
Chereie A. Meredith
122 13th Avenue
Union Grove, #1, 53182 Union Grove, #1. 53182

Fieldwork completed: 24 July, 2019 Proid Book 16t , Page 198

MEMBER FOR Great Northern Timber Company LLC P.O. Box 3027 Wisconsin Rapids, WI, 54495-1027

condominium addendum #6

CONADITION ANALYSIA OF CONDOMINION ANALYSIA OF CONDOMINION THE CONDOMINION ANALYSIA OF CONDOMINION ANA



condominium addendum ++6

Unit 32, Unit 33 and Unit 34 of Point Cove Condominium for Point Cove Condominium Town of Sarataga, Wood County, Wisconsin necorded as Document number 2014/R04553. Declaration of Condominium for Point Cove Condominium for Point Cove Condominium for Point Cove Condominium for Point Cove Condominium for Roman Cove Condominium for Roman Cove Condominium for Roman Cove Condominium for Sarataga, Wood County, Wisconsin recorded as Document number 2012/R04832. Second Amendment to Declaration of Condominium for Point Cove Condominium for Sarataga, Wood County, Wisconsin recorded as Document number 2012/R04532. Fifth Amendment to Declaration of Condominium for Point Cove Condominium for Roman of Sarataga, Wood County, Wisconsin recorded as Document number 2014/R04532. Fifth Amendment for Point Cove Condominium for Point Cove Condominium for Roman for Point Cove Condominium for Point Cove Condominium for Roman f

LEGAL DESCRIPTION:

LEGAL DESCRIPTION:

Unit 32, Unit 33 and Unit 34 of Point Cove Condominium Addendum #3 as recorded in Volume 1 of Condominium Plats, Page 50 as Document number 2014R04553. Deciaration of Condominium for Point Cove Condominium Forn of Sarutaga, Wood County, Wisconsin recorded as Document number 2012R08477. First Amendment to Declaration of Condominium for Point Cove Condominium recorded as Document number 2012R08473. Second Amendment to Declaration of Condominium for Point Cove Condominium Temporary of Condominium for Point Cove Condominium for Condominium for Point Cove Condominium

Commencing at the Northwest corner of soid Section 6, thence N 89:36:51" E along the North line of soid Section 6 a distance of 3527-19 fact to the Northwest corner of the Northeast Overler of the Northeast Overler of soid Section 6, thence S 00:314.7" E along the North line of soid Section 6 a distance of 3527-19 fact to the Northwest corner of the Northeast Overler of the Northeast Overler of soid Section 6 as distance of 00:314.7" E along the West time of the Northeast Overler of soid Section 6 a distance of 93.07 feet, thence N 92:359" & a distance of the Southeast Overler of the Northeast Overler of soid Section 6 a distance of 93.07 feet, thence N 92:359" & a distance of 101.11 feet, thence S 40:19"42" & a distance of 101.11 feet, thence S 40:19"42" & a distance of 101.11 feet, thence S 40:19"42" & a distance of 101.11 feet, thence S 40:19"42" & a distance of 101.11 feet, thence S 40:19"42" & a distance of 101.11 feet, thence S 40:19"42" & a distance of 101.11 feet, thence S 40:19"42" & a distance of 101.11 feet, thence S 40:19"42" & a distance of 101.11 feet, thence S 40:19"42" & a distance of 101.11 feet, thence S 40:19"42" & a distance of 101.11 feet, thence S 40:19"42" & a distance of 101.11 feet, thence N 50:19"41" W a distance of 101.11 feet, thence N 50:19"41" W a distance of 101.11 feet, thence N 50:19"41" W a distance of 101.11 feet, thence N 50:19"41" W a distance of 101.11 feet, thence 101.11 feet, thence N 50:19"41" W a distance of 101.11 feet, thence 101.11 feet, thence 101.11 feet, thence N 50:19"41" W a distance of 101.11 feet, thence 101.11 feet, thence N 50:19"41" W a distance of 100.00" & distance of 101.11 feet, thence N 50:19"41" W a distance of 100.00" & 60:19"41" W a distance of 100.00" & 60:19"41" W a distance of 100.00" & 60:19"41" W a distance of 100.00" & 60:

including all lands tying between the unit lines extended, the meander tine and the ordinary high water mork of NEPCo Lake Subject to eusements, covenants, restrictions and right-of-ways of record.

NOTES:

Point Cove Condominium is subject to a recorded Declaration of Restrictions for NEPCO Lake Owner's Association, Inc., recorded as the following documents: Declaration - Decument no. 2012R11083 2nd Amended and Restated - Doc. no. 2012R11083 2nd Amended and Restated - Doc. no. 2011R03108 3rd Amended and Restated - Doc. no. 2011R03030 4th Amended and Restated - Doc. no. 2017R02489

Point Cove Condominium is subject to a recorded Destaration of Condominium for Point Cove Condominium, Town of Sarataga, Wood County, Wisconsin, including amendments recorded as the Bisconsin, including amendments recorded as the following documents:
Declaration — becoment number 2012808477
Condomnium Plat — Document number 2012808478
First Amendment — Document number 2012808832
Second Amendment — Document number 2012813623
Condomnium Addendum — Document number 2012813623
Condomnium Addendum — Document number 2012813624
Taind Amendment — Cocument number 2014802948
Fourth Amendment — Cocument number 2014804552
Condominium Addendum — Document number 2014804553
1/14h Amendment — Document number 2014804553
1/14h Amendment — Document number 2018805650
Condominium Addendum — Document number 2018805655
Sirth Amendment — Document number 201880667
Condominium Addendum — Document number 201880667
Condominium Addendum — Document number 201880667
Condominium Addendum — Document number 201880867 Point Cove Condominium is subject to a 'Hoiver of Claims Agreement' recorded as Document Ma 20:1803193 and a 'Declaration and Agreement of Vestriction Coverants' resarded as Document No. 20:17803194.

The Declaration and Agreement of Restrictive Covenants recorded as Document No. 2011R03194 after for no an site septic systems, holding tanks

Utility Easement, underground and overhead, 2 feet in width, recorded as Document number 2015R10688 to Wisconsin Power and Light Company; Wood County Telephane Company D/B/A Solarus; Charter Calin Fortners, LLC D/B/A Charter Communications and Wisconsin Cos LLC, D/B/A Wis Namena

Units 32 and 34 will be served by the designoted private onsite wostewater treatment systems area as shown on the Condominium Plat of Point Cova Condominium Addend 13 recorded as Deciment number 2014R04353 and as defined in the Deciaration

NEPCO Loke elevations as shown herson are derived from the benchmark on the S.I.H. "1,3" Bridge, structure 8-21-1-62 when is a 2.5" cast from disk in the Northeast obutment. Elevation provided by the Wisconsin Department of Transportation — 992 34" U.S.C.S. [N.C.V.O. 1929]

| | Line Vala Toble | |
|--------|-----------------|----------|
| Number | Orection 1 | Distance |
| £1 | 5 40 19 12" E | 42.37 |
| L2 | 5 40'19'42" E | 52 48 |
| 13 | S 3729'46" E | 59 48' |
| L# | S 23'51'41" W | 76°± |
| 4.5 | N 6739'08" W | _5.7J' |
| 16 | N 00.06,33 E | 38.69" |
| 17 | N 19'23'23" E | 40.12" |
| f8 | N 39 10'26' € | 112 ± |
| L9 | N 00'00'00° E | 57.25' |
| L10 | N 52'29'27" W | JJ.18* |
| 3-4 | S 81'18'42" E | 101 11' |

| Curve Data Toble | | | | | |
|------------------|--------|-------------|-----------------|----------------|--------|
| Number | Radius | Deitu Angle | Chord Hearing | Chard | Length |
| Çı | 183.00 | 11'50'54" | N 73'34'35" W | 37.78 | 37.81 |
| C2 | 40.00 | 145'22'33 | N 39 39 56.5° W | 76.97" | 103.58 |
| CJ | 40.00" | 90'16'31" | N 10'36'55.5" W | 56.70 | 63.02 |
| C4 . | 40.00' | 58'06'02" | N 84'48'12" W | 38.85 | 40.56 |
| C5 | 40.00 | 100'26'50" | S 15'55'22" # | 61.48 | 70.13 |
| C6 1 | 40.00 | 248'49'23" | N 89'53'21.5" W | 56. 0 0 | 173.71 |

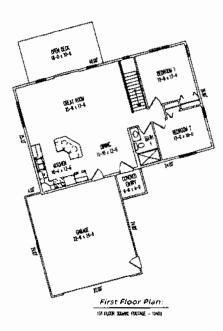
Sheet 4 of 4

Point Cove

conduminium addendum #6

Unit JZ, Unit JJ and Unit J4 of Point Core Conduminium Addendum J3 or recorded in Valume 1 of Condominum Plats Page 50 as Document number 2014R04553 Declaration of Condominum for Point Cove Condominium Town of Soratogo, Wood County, Wisconsin recorded as Document number 2012R08832 Second Amendment to Declaration of Condominium for Point Cove Condominium for Not Soratogo, Wood County Wisconsin recorded as Document number 2012R08832 Second Amendment to Declaration of Condominium for Point Cove Condominium for Oscillation of Condominium for Point Cove Condom

Unit 34 - Residential Structure



BU DENCE KOUKA N-11-1 Foundation Plan:

NOTE: Floor plans, interior dimensions and residential structure areas are per design plans supplied by Kurshinsky Drafting & Design. These dimensions and areas may not reflect as-built conditions.

North time of the Northwest Coaster Section 6, 12/10, ASS into assessed a hing of H 87,56°51" E at the Basis bearings on this plat.

Pavloski Development NEPCOLike Residential Structure coordinates:

1 = N = 430586.68 £ = 728399.06

2 - N = 430597 54 E = 728439.63

Unit Boundary coordinates.

3 = N = 420584.03 E = 728367 45

4 = N = 430568 76 E = 728457 40

EXHIBIT D

CONSENT TO RELOCATE BOUNDARIES AND MERGE UNITS (See Attached Written Consent forms as the next page)

Re: Point Cove Condominium

Notary Public - State of WISCONSIA

My complission expires: 05/3

Town of Saratoga, Wood County Wisconsin

The undersigned, Scott A. Bunting and Jennifer Bunting owners of Unit 1 in Point Cove Condominium hereby give their consent for **David J. Ellenberger** and **Megan N. Ellenberger**, owners of Unit 32 and **Donald E. Meredith** and **Cheric A. Meredith**, **Revocable Trust** owners of Unit 34 to relocate the boundaries of their units by dividing Unit 33 equally between themselves and merging that portion of Unit 33 with their respective units

| themselves and merging that portion of Unit 33 with their respective units |
|--|
| Date: 10-14-19 |
| Date: 10-14-19 Scott A. Bunting Junual European Junuar Supplier Bynting |
| ACKNOWLEDGMENT STATE OF WISCONSYA) |
| COLINTY OF Janks (Ma.) |
| Personally came before me this day of october, 2019, the above named Scott A Bunting and Jennifer Bunting, to me known to be the person(s) who executed and acknowledged the foregoing instrument as their individual act. |
| Alle O |

MIKE RASMUSSEN Notary Public

State of Wisconsin

Re: Point Cove Condominium

Town of Saratoga, Wood County Wisconsin

The undersigned, Craig A. Van Asten and Erin M. Van Asten owners of Unit 4 in Point Cove Condominium hereby give their consent for **David J. Ellenberger** and **Megan N. Ellenberger**, owners of Unit 32 and **Donald E. Meredith** and **Cherie A. Meredith**, **Revocable Trust** owners of Unit 34 to relocate the boundaries of their units by dividing Unit 33 equally between themselves and merging that portion of Unit 33 with their respective units.

| Date: 9 5 19 | |
|--|---|
| Date: 9]5]19 | Erin M. Van Asten |
| | September, 2019, the above named Craig A. he person(s) who executed and acknowledged the foregoing |
| Tara O'Connor Notary Public - State of _ WE My commission expires: _ 10/19//19 | TARA OCONNOR Notary Public State of Wisconsin |
| CONSENT O | F MORTGAGEE |
| does hereby approve the consent set forth above and 34 into two units. | ortgagee and lien holder of the above described land e to relocate the boundaries and merge Units 32, 33 |
| ACKNOWLEDGMENT STATE OF) ss. COUNTY OF) Personally came before me this day | y of, 2019, the above named |
| acknowledged the foregoing instrument as an act of the | to me known to be the person(s) who executed and corporation by its authority. |
| Notary Public - State of My commission expires: | |

Re: Point Cove Condominium

Town of Saratoga, Wood County Wisconsin

Craig A. Van Asten and Erin M. Van Asten owners of Unit 4

Point Cove Condominium have given their consent for David J. Ellenberger and Megan N. Ellenberger, owners of Unit 32 and Donald E. Meredith and Cherie A. Meredith, Revocable Trust owners of Unit 34 to relocate the boundaries of their units by dividing Unit 33 equally between themselves and merging that portion of Unit 33 with their respective units.

CONSENT OF MORTGAGEE

The undersigned, Paper City Savings, mortgagee and lien holder of the above described land does hereby approve the consent set forth by the individual Unit owners to relocate the boundaries and merge Units 32, 33 and 34 into two units.

 $\alpha \quad \alpha \quad \alpha$

| | Date: 9/18/19 | Paper City Savings DEBRA A EDWARDS, EUP |
|-----|--|--|
| | | DEBRA A EDWARDS, COP |
| | ACKNOWLEDGMENT | |
| | STATE OF WISCONS, U) | |
| | COUNTY OF WOUD) SS. | |
| | COUNTY OF WOID) NUMBER OF THE DESIGN OF TH | COTOMARIO 2010 the share remed |
| | The solution of the line of th | to me known to be the person(s) who executed and |
| | action ledged the foregoing instrument as an act of the corpo | |
| بسر | Si a little | , |
| = | " Comism Jules | |
| = | | |
| • | - Bill aring Succes | |
| | Motory Publics State of WI County of Was D My roman springs 12/20/19 | |
| | Myreographics: 12 20 19 | |

Re: Point Cove Condominium

Town of Saratoga, Wood County Wisconsin

The undersigned, Tadeusz Jankowski and Reta Kunz-Jankowski owners of Unit 6 in Point Cove Condominium hereby gives his consent for **David J. Ellenberger** and **Megan N. Ellenberger**, owners of Unit 32 and **Donald E. Meredith** and **Cherie A. Meredith**, **Revocable**Trust owners of Unit 34 to relocate the boundaries of their units by dividing Unit 33 equally between themselves and merging that portion of Unit 33 with their respective units.

| Date: 10/1/19 | | |
|------------------|---------------------|--|
| Date: Oct 1-2019 | Tadeus Japakowski | |
| | Reta Kunz-Jankowski | |
| | | |

| ACKNOWLEDGMENT |
|--|
| STATE OF THE NOIS) |
| COUNTY OF Me Hessey |
| Personally came before me this O/ day of October 2, 2019, the above named Tadeusz |
| Jankowski and Reta Kunz-Jankowski, to me known to be the person(s) who executed and acknowledged the |
| foregoing instrument as their individual act. |
| Sandra Maelar Mofficial Seat |
| SANDRA M VACLAR 445 S. MATA Hotely Public, State of Illinois |
| Notary Public - State of My Commission Expires 10/29/20 } |
| My commission expires: 10'29-20 |

Re: Point Cove Condominium

Date: October 1, 2019

Town of Saratoga, Wood County Wisconsin

Tadeusz Jankowski and Reta Kunz-Jankowski owners of Unit 6

Point Cove Condominium have given their consent for **David J. Ellenberger** and **Megan N. Ellenberger**, owners of Unit 32 and **Donald E. Meredith** and **Cherie A. Meredith**, **Revocable Trust** owners of Unit 34 to relocate the boundaries of their units by dividing Unit 33 equally between themselves and merging that portion of Unit 33 with their respective units.

CONSENT OF MORTGAGEE

The undersigned, Members' Advantage Credit Union, mortgagee and lien holder of the above described land does hereby approve the consent set forth above to relocate the boundaries and merge Units 32, 33 and 34 into two units.

| | Members' Advantage Credit Union Scott G. Vandency - EV | TO S |
|--|---|-------------------|
| ACKNOWLEDGMENT STATE OF WISCONSIN) | | |
| OUNTY OF Word Personally came before me this 15th day Scott G. Vandehey, its E.V. P. acknowledged the foregoing instrument as an act of the | to me known to be the person(s) who execute corporation by its authority. | named ited and |
| Carol A Wittig Wolay Public - State of WE My commission expires: 8-19-21 | | |
| PUBLIC E | | |

Re: Point Cove Condominium

My commission expires: 3-20-2020

Town of Saratoga, Wood County Wisconsin

The undersigned, John Ritchay and Mary Ritchay owners of Unit 7 in Point Cove Condominium hereby give their consent for **David J. Ellenberger** and **Megan N. Ellenberger**, owners of Unit 32 and **Donald E. Meredith** and **Cherie A. Meredith**, **Revocable Trust** owners of Unit 34 to relocate the boundaries of their units by dividing Unit 33 equally between themselves and merging that portion of Unit 33 with their respective units.

| Date: Avoust 7, 2019 | John Ritchay In |
|--------------------------|--|
| Date: Aug. 7, 2019 | Mary E. Retchay Mary Ritchay |
| ACKNOWLEDGMENT STATE OF | , 2019, the above named John executed and acknowledged the foregoing |

CONSENT OF MORTGAGEE

The undersigned, Nekoosa Port Edwards State Bank, mortgages and lien holder of the above described land does hereby approve the consent set forth above to relocate the boundaries and merge Units 32, 33 and 34 into two units.

| Units 32, 33 and 34 into two units. |
|--|
| ACKNOWLEDGMENT |
| STATE OF Wisconsin) |
| ss. |
| COUNTY OF 10200D |
| Personally came before me this 1th day of Aug., 2019, the above named |
| John Hilling Kitchitag to me known to be the person(s) who executed and |
| acknowledged the foregoing instrument as an act of the corporation by its authority. |
| PATRICIA A. HEEG |
| Tatairia a Heeg |
| Notary Public - State of Wiscons in |

Re: Point Cove Condominium

Town of Saratoga, Wood County Wisconsin

William Van Wie and Giovanna Van Wie owners of Unit 5; John Ritchay and Mary Ritchay owners of Unit 7; Eric M. Bergeron and Jennifer A Huntington owners of Unit 25; Kevin J. Walleser and Jennifer Walleser owners of Unit 26;

Point Cove Condominium have given their consent for David J. Ellenberger and Megan N. Ellenberger, owners of Unit 32 and Donald E. Meredith and Cherie A. Meredith, Revocable Trust owners of Unit 34 to relocate the boundaries of their units by dividing Unit 33 equally between themselves and merging that portion of Unit 33 with their respective units.

CONSENT OF MORTGAGEE The undersigned, Nekoosa Port Edwards State Bank, mortgagee and lien holder of the above described land does hereby approve the consent set forth by the individual Unit owners to relocate the boundaries and merge Units 32, 33 and 34 into two units. Date:_8-15-19 Nekoosa Port Edwards State Bank ACKNOWLEDGMENT STATE OF WILLIAMY) \$8. COUNTY OF L day of Hugu Personally came before me this , its resident to me known to be the person(s) who executed and acknowledged the foregoing instrument as an act of the corporation by its authority.

Re: Point Cove Condominium
Town of Saratoga, Wood County Wisconsin

My commission expires:

The undersigned, Arne Nessa and Faye Nessa owners of Unit 10 in Point Cove Condominium hereby give their consent for **David J. Ellenberger** and **Megan N. Ellenberger**, owners of Unit 32 and **Donald E. Meredith** and **Cherie A. Meredith**, **Revocable Trust** owners of Unit 34 to relocate the boundaries of their units by dividing Unit 33 equally between themselves and merging that portion of Unit 33 with their respective units.

| Date: Aug 5, 2019 | Im Stay |
|--|---|
| Date: Quy 5, 2011 | Arne Nessa Arne Nessa Arne Nessa |
| ACKNOWLEDGMENT, | Faye Nessa |
| STATE OF Flands | |
| COUNTY OF Complex) ss. | |
| Personally came before me this 5 day of fly | , 2019, the above named Ame Ness |
| and Faye Nessa, to me known to be the person(s) who execut | ed and acknowledged the foregoing instrument as their |
| individual act | |

MY COMMISSION # GG 342734 EXPIRES: June 27, 2023 Bonded Thru Notsry Public Underwriter

Re: Point Cove Condominium

Town of Saratoga, Wood County Wisconsin

The undersigned, Patrick Parrish and Sharon Parrish owners of Unit 12 in Point Cove Condominium hereby give their consent for **David J. Ellenberger** and **Megan N. Ellenberger**, owners of Unit 32 and **Donald E. Meredith** and **Cherie A. Meredith**, **Revocable Trust** owners of Unit 34 to relocate the boundaries of their units by dividing Unit 33 equally between themselves and merging that portion of Unit 33 with their respective units.

| Date: 9/27/19 | Patrick Parrish |
|--|---------------------------|
| Date: $9/2-7/19$ | Sharon Parrish |
| ACKNOWLEDGMENT STATE OF | TOTARY PURITURE |
| Notary Public - State of WI My commission expires: 8/15/23 | CHIMENG YANG YANG WISCONS |

Re: Point Cove Condominium

Town of Saratoga, Wood County Wisconsin

The undersigned, Craig D. Smits and Sara A. Smits owners of Unit 14 in Point Cove Condominium hereby give their consent for David J. Ellenberger and Megan N. Ellenberger, owners of Unit 32 and Donald E. Meredith and Cherie A. Meredith, Revocable Trust owners of Unit 34 to relocate the boundaries of their units by dividing Unit 33 equally between themselves and merging that portion of Unit 33 with their respective units. Sara A. Smits ACKNOWLEDGMENT STATE OF W-1-COUNTY OF Personally came before me this 112 , 2019, the above named Craig D. day of Smits and Sara A. Smits, to me known to be the person(s) who executed and acknowledged the foregoing instrument as their individual act. ıman SKI Notary Public - State of My commission expires: \bigcirc

Point Cove Condominium Re:

Town of Saratoga, Wood County Wisconsin

The undersigned, Great Northern Timber Company, LLC owners of Units 15, 16, 30, 33 and 38 in Point Cove Condominium hereby give their consent for David J. Ellenberger and Megan N. Ellenberger, owners of Unit 32 and Donald E. Meredith and Cherie A. Meredith, Revocable Trust owners of Unit 34 to relocate the boundaries of their units by dividing Unit 33 equally between themselves and merging that portion of Unit 33 with their respective units.

| Date: 30 July, 2019 | Great Northern Timber Company; LLC |
|--|--|
| | Brad Pavloski, member |
| | |
| ACKNOWLEDGMENT | |
| STATE OF WISCONSIN) | |
|) ss. | |
| COUNTY OF JUNEAU) | |
| , | 30th day of July, 2019, the above named Brad Pavloski, member of Great |
| • | known to be the person(s) who executed the foregoing instrument and |
| acknowledged the same. | known to be the person(s) who executed the foregoing institution and |
| acknowledged the same. | MINIMAN CONTRACTOR OF THE CONT |
| -101121 | WILL OPHER JAMES |
| The state of the s | |
| Christopher I Barran | PUBLIC OF WISCONSTITUTED |
| Christopher J Renner | 2 |
| Notary Public - State of Wisconsin | F PUBLIC / E |
| My commission expires: 23 January, 202 | |
| | OF WISCON |
| | William Mills |
| | |

Re: Point Cove Condominium
Town of Saratoga, Wood County Wisconsin

The undersigned, Carl P. Roedel and Stefanie Roedel owners of Unit 17 in Point Cove
Condominium hereby give their consent for David J. Ellenberger and Megan N. Ellenberger,
owners of Unit 32 and Donald E. Meredith and Cherie A. Meredith, Revocable Trust owners
of Unit 34 to relocate the boundaries of their units by dividing Unit 33 equally between
themselves and merging that portion of Unit 33 with their respective units

Date: 9/5/19

Carl P. Roedel

ACKNOWLEDGMENT
STATE OF [LLINOIS]
) ss.

COUNTY OF Mchercy
Personally came before me this 5 day of 2 pkmbur, 2019, the above named Carl P.
Roedel and Stefanie Roedel, to me known to be the person(s) who executed and acknowledged the foregoing instrument as their individual act.

Mosson mayer
Mostary Public - State of
My commission expires:

David J. 2000

Official Seal
M Rosenmayer
Notary Public State of Illinois
My Commission Expires 08/11/2020

Re: Point Cove Condominium

Town of Saratoga, Wood County Wisconsin

Richard Neuville and Glorianne Neuville owners of Unit 3 Carl P. Roedel and Stefanie Roedel owners of Unit 17 Jason Gruszynski and Lynette Gruszynski owners of Unit 19 (f.k.a Units 18 and 19)

Point Cove Condominium have given their consent for David J. Ellenberger and Megan N. Ellenberger, owners of Unit 32 and Donald E. Meredith and Cherie A. Meredith, Revocable Trust owners of Unit 34 to relocate the boundaries of their units by dividing Unit 33 equally between themselves and merging that portion of Unit 33 with their respective units.

CONSENT OF MORTGAGEE

The undersigned, WoodTrust Bank, mortgagec and lien holder of the above described land does hereby approve the consent set forth by the individual Unit owners to relocate the boundaries and merge Units 32, 33 and 34 into two units.

| Date: 8/20/19 | | Wood Trust Bank | SIP |
|---------------|---|--|--|
| Row on Out | before me this 20th day of its 10th the corpo | August to me known to be the pe ration by its authority. | 2019, the above named rson(s) who executed and |
| | | | |

Notary Public - State of Wisconsin
My commission expires: 4-14-2023

Re: Point Cove Condominium
Town of Saratoga, Wood County Wisconsin

Notary Public - State of W/

My commission expires: 8-23-2023

The undersigned, Jason Gruszynski and Lynette Gruszynski owners of Unit 19 (f.k.a Units 18 and 19) in Point Cove Condominium hereby give their consent for **David J.**Ellenberger and Megan N. Ellenberger, owners of Unit 32 and **Donald E. Meredith** and Cherie A. Meredith, Revocable Trust owners of Unit 34 to relocate the boundaries of their units by dividing Unit 33 equally between themselves and merging that portion of Unit 33 with their respective units.

| their respective units. |
|---|
| Date: 9/20/19 Vason Gruszynski |
| Date: 9/80/19 |
| Lynette Gruszyński |
| ACKNOWLEDGMENT |
| STATE OF <u>ا ريا</u>) |
| ,) ss. |
| COUNTY OF Wood) ss. |
| Personally came before me this 20 day of September, 2019, the above named Jason |
| Gruszynski and Lynette Gruszynski, to me known to be the person(s) who executed and acknowledged the |
| foregoing instrument as their individual act. |
| Astronomical Company of the Company |
| Debea Ltrang |
| |

Re: Point Cove Condominium
Town of Saratoga, Wood County Wisconsin

The undersigned, Craig M. Bennett and Theresa I. Bennett owners of Unit 22 in Point Cove Condominium hereby give their consent for **David J. Ellenberger** and **Megan N.**Ellenberger, owners of Unit 32 and **Donald E. Meredith** and **Cherie A. Meredith**, **Revocable**Trust owners of Unit 34 to relocate the boundaries of their units by dividing Unit 33 equally between themselves and merging that portion of Unit 33 with their respective units.

| , Lucy |
|--|
| Bennett |
| sa I But |
| I. Bennett |
| , 2019, the above named Craig M. ted and acknowledged the foregoing |
| |
| |

Re: Point Cove Condominium
Town of Saratoga, Wood County Wisconsin

The undersigned, Eric M. Bergeron and Jennifer A Huntington owners of Unit 25 in Point Cove Condominium hereby give their consent for **David J. Ellenberger** and **Megan N. Ellenberger**, owners of Unit 32 and **Donald E. Meredith** and **Cherie A. Meredith**, **Revocable Trust** owners of Unit 34 to relocate the boundaries of their units by dividing Unit 33 equally between themselves and merging that portion of Unit 33 with their respective units.

| Date: 8-6-19 | Cru M. Bergeron |
|---|--|
| · | Eric M. Bergeron |
| Date: 8-6-19 | - JUHAT |
| | Jennifer A Huntington |
| ACKNOWLEDGMENT STATE OF () () | |
| COUNTY OF WOOD) ss. | |
| Personally came before me this day ofday of | , 2019, the above named Eric M. |
| Bergeron and Jennifer A Huntington, to me known to be the per- foregoing instrument as their individual act. | son(s) who executed and acknowledged the |
| Louis - | |
| Trent HORAL County Clerk | |
| My commusing expires 2019 | |
| tem & Sylik: Vis | |
| CONSENT OF MO | RTGAGEE |
| The undersigned, Nekoosa Port Edwards State | |
| described land does hereby approve the consent set fort Units 32, 33 and 34 into two units. | h above to relocate the boundaries and merge |
| ACKNOWLEDGMENT | |
| STATE OF) ss. | |
| COUNTY OF) Personally came before me this day of | , 2019, the above named |
| acknowledged the foregoing instrument as an act of the corporate | me known to be the person(s) who executed and tion by its authority. |
| · | |
| | |
| Notary Public - State of My commission expires: | |

Re: Point Cove Condominium Town of Saratoga, Wood County Wisconsin The undersigned, Kevin J. Walleser and Jennifer Walleser owners of Unit 26 in Point Cove Condominium hereby give their consent for David J. Ellenberger and Megan N. Ellenberger, owners of Unit 32 and Donald E. Meredith and Cherie A. Meredith, Revocable Trust owners of Unit 34 to relocate the boundaries of their units by dividing Unit 33 equally between themselves and merging that portion of Unit 33 with their respective units. Date: Kevin J. Walkeser Date: 10 2 19 **ACKNOWLEDGMENT** STATE OF _____ COUNTY OF 5 Personally came before me this 2 day of Votober , 2019, the above named Kevin J. Walleser and Jennifer Walleser, to me known to be the person(s) who executed and acknowledged the foregoing instrument as their individual act.

| Ke: | Point Cove Condominium | |
|-------|--|-----|
| | Town of Saratoga, Wood County Wisconsin | |
| | The undersigned, Steven J. Kliment and Margaret M. Kliment owners of Unit 28 in Poi | int |
| Cove | Condominium hereby give their consent for David J. Ellenberger and Megan N. | |
| | berger, owners of Unit 32 and Donald E. Meredith and Cherie A. Meredith, Revocable | le |
| | towners of Unit 34 to relocate the boundaries of their units by dividing Unit 33 equally | |
| betwe | en themselves and merging that portion of Unit 33 with their respective units | |
| Date: | 9/21/2 Ct 27/19 1 | |
| | Steven J. Kliment | |
| Date: | 8/1/19 Marguet Maklimunt | 6 |
| | Margaret M. Kliment | |
| ACKN | OWLEDGMENT | |
| STAT: | EOF ILLINOIS) | |
| |) ss. : | |
| COUN | TY OF DugAce | |
| | Personally came before me this day of, 2019, the above named Steven J | |
| | nt and Margaret M. Kliment, to me known to be the person(s) who executed and acknowledged the foregoing the rest individual act. | ng |
| | FEDERICO A RODRIGUEZ | |
| / | Official Seal | |
| 1 | Notary Public - State of Illinois My Commission Expires Mar 20, 2022 | |
| | | |
| - | Public - State of 4 | |
| My co | mmission expires: 3/26/2 | |

| Re: | Point Cove Condominium Town of Saratoga, Wood County Wisconsin | |
|----------|--|----------|
| C (| The undersigned, Terry A. Easton and Michelle J. Easton owners of Unit 29 in Poi | int |
| | Condominium hereby give their consent for David J. Ellenberger and Megan N. | |
| | berger, owners of Unit 32 and Donald E. Meredith and Cherie A. Meredith, Revo | |
| | owners of Unit 34 to relocate the boundaries of their units by dividing Unit 33 equal en themselves and merging that portion of Unit 33 with their respective units. | illy |
| Date:_ | 8/6/19 Tu 4.la | |
| | Terry A. Easton | |
| Date:_ | 8/6/19 INDICATION AND AND AND AND AND AND AND AND AND AN | |
| | Michelle J. Baston | |
| | OWLEDGMENT SOF WILL S | |
| COUNT | TY OF OF OF ONE OF THE STATE OF | rrv A. |
| | and Michelle J. Easton, to me known to be the person(s) who executed and acknowledged the foregonent as their individual act. | |
| Stace | ey Omervich | |
| MARI | and marinet. | |
| Notary I | Public - State of UII | |
| - | mmission expires: 10-14-2020 | |
| | : : | |
| | CONSENT OF MORTGAGEE | |
| | The undersigned, 1st National Bank of Berlin, first mortgagee and lien holder of the bed land does hereby approve the consent set forth above to relocate the boundaries and 32, 33 and 34 into two units. | |
| | | |
| STATE | OWLEDGMENT E OF | |
| | E OF)) ss. TY OF) | |
| COUNT | Personally came before me this day of | |
| | Personally came before me this day of, 2019, the above to me known to be the person(s) who executed the person day of, and, and, and, and, are to me known to be the person(s) who executed the person day of, and | uted and |
| acknow | to me known to be the person(s) who executed the foregoing instrument as an act of the corporation by its authority. | |

Re: Point Cove Condominium
Town of Saratoga, Wood County Wisconsin

The undersigned, Terry A. Easton and Michelle J. Easton owners of Unit 29 in Point Cove Condominium hereby give their consent for **David J. Ellenberger** and **Megan N.**Ellenberger, owners of Unit 32 and **Donald E. Meredith** and **Cherie A. Meredith**, **Revocable**Trust owners of Unit 34 to relocate the boundaries of their units by dividing Unit 33 equally between themselves and merging that portion of Unit 33 with their respective units.

| Date: 8/6/19 | July Will |
|---|--|
| Date: 6/6/19 | Terry A. Easton Michelle J. Haston |
| ACKNOWLEDGMENT STATE OF STATE | , 2019, the above named Terry A. |
| instrument as their individual act. | (a) who exceeds and assure who agod the specific |
| Stacey Omerwich | į. |
| Slave | : |
| Notary Public - State of WI | |
| My commission expires: 10-14-2020 | |
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| CONSENT OF M | ORTGAGEE |
| | in, first mortgagee and lien holder φf the above |
| The undersigned, 1st National Bank of Berl described land does hereby approve the consent set for | in, first mortgagee and lien holder of the above orth above to relocate the boundaries and merge |
| The undersigned, 1st National Bank of Berl described land does hereby approve the consent set from Units 32, 33 and 34 into two units. ACKNOWLEDGMENT STATE OF WIND AKAS. | in, first mortgagee and lien holder of the above orth above to relocate the boundaries and merge |
| The undersigned, 1st National Bank of Berl described land does hereby approve the consent set if Units 32, 33 and 34 into two units. ACKNOWLEDGMENT STATE OF | in, first mortgagee and lien holder of the above orth above to relocate the boundaries and merge |
| The undersigned, 1st National Bank of Berl described land does hereby approve the consent set if Units 32, 33 and 34 into two units. ACKNOWLEDGMENT STATE OF | in, first mortgagee and lien holder of the above orth above to relocate the boundaries and merge |
| The undersigned, 1st National Bank of Berl described land does hereby approve the consent set from Units 32, 33 and 34 into two units. ACKNOWLEDGMENT STATE OF WIND AKAS. | in, first mortgagee and lien holder of the above orth above to relocate the boundaries and merge |
| The undersigned, 1st National Bank of Berl described land does hereby approve the consent set if Units 32, 33 and 34 into two units. ACKNOWLEDGMENT STATE OF | in, first mortgagee and lien holder of the above orth above to relocate the boundaries and merge |

Re: Point Cove Condominium

Town of Saratoga, Wood County Wisconsin

The undersigned, Gary Kleker and Meredith Kleker owners of Unit 31 in Point Cove Condominium hereby give their consent for **David J. Ellenberger** and **Megan N. Ellenberger**, owners of Unit 32 and **Donald E. Meredith** and **Cherie A. Meredith**, **Revocable Trust** owners of Unit 34 to relocate the boundaries of their units by dividing Unit 33 equally between themselves and merging that portion of Unit 33 with their respective units.

| Date: 9-6-19 | Som Kleden | |
|---|---|--|
| | Gary Kleker | |
| Date: 4/6/2019 | Gary Kleker) Mereoldh Kleker | |
| | Meredith Kleker | |
| ACKNOWLEDGMENT | | |
| STATE OF Wisconsin) | : | |
| COUNTY OF Portage) ss. Personally came before me this 6 | lay of Septembe, 2019, the above named Gary | |
| Kleker and Meredith Kleker, to me known to be instrument as their individual act. | e the person(s) who executed and acknowledged the foregoing | |
| Michelle J. Easton | | |
| needs | MICHELLE J EASTON Notary Public | |
| Notary Public - State of Oscoria | State of Wisconsin | |
| My commission expires: 3/1/30 | | |
| | Mr. Commission Continue | |

February 7, 2020

Re: Point Cove Condominium
Town of Saratoga, Wood County Wisconsin

The undersigned, David J. Ellenberger and Megan N. Ellenberger owners of Unit 32 in Point Cove Condominium hereby give their consent for **David J. Ellenberger** and **Megan N.**Ellenberger, owners of Unit 32 and **Donald E. Meredith** and **Cherie A. Meredith**, **Revocable**Trust owners of Unit 34 to relocate the boundaries of their units by dividing Unit 33 equally between themselves and merging that portion of Unit 33 with their respective units.

| 0 0 1 | • |
|--|---|
| Date: 9/16/19 | David J. Ellenberger |
| Date: 9/16/19 | Monm Eller III |
| ACKNOWLEDGMENT STATE OF Discors | |
| COUNTY OF Partage) Personally came before me this 16 da | ey of September, 2019, the above named David J. |
| Ellenberger and Megan N. Ellenberger, to me kn foregoing instrument as their individual act. | own to be the person(s) who executed and acknowledged the |
| Michelle JEaster Moley State of Discorsin | MICHELLE J EASTON Notary Public My Commission Ex State of Wisconsin Fobruary 7, 202 |
| My commission expires: 2h20 | |

Re: Point Cove Condominium
Town of Saratoga, Wood County Wisconsin

The undersigned, Donald E. Meredith and Cherie A. Meredith, Revocable Trust owners of Unit 34 in Point Cove Condominium hereby give their consent for David J. Ellenberger and Megan N. Ellenberger, owners of Unit 32 and Donald E. Meredith and Cherie A. Meredith, Revocable Trust owners of Unit 34 to relocate the boundaries of their units by dividing Unit 33 equally between themselves and merging that portion of Unit 33 with their respective units.

| equally between themselves and merging that portion of that 35 with their respective | e friit? |
|--|----------|
| Date: 8/13/19 must Afr | <u> </u> |
| Donald E. Meredith | |
| Date: 8/13/19 Cherry Muser | */ |
| Cherie A. Mered th | |
| ACKNOWLEDGMENT STATE OF WISCONS N) | : |
| COUNTY OF Parine) ss. | |
| Personally came before me this day of, 2019, the above name | |
| Meredith and Cherie A. Meredith, Revocable Trust, to me known to be the person(s) who executed as acknowledged the foregoing instrument as their individual act. | nd. İ |
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| Notary Public - State of WISCONSIN PUBLIC PUBLIC OF WISCONSINING OF WISCONSINING OF WISCONSINING OF WISCONSINING OF WISCONSINING OF WISCONSING | |
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| NOBLIC CONTRACTOR OF THE PROPERTY OF THE PROPE | : |
| WSCOMILLIAM OF WISCOMILLIAM | |
| | ; |

The undersigned, Donald E. Meredith and Cherie A. Meredith, Revocable Trust owners

of Unit 35 in Point Cove Condominium hereby give their consent for David J. Ellenberger and

Re: Point Cove Condominium
Town of Saratoga, Wood County Wisconsin

Re: Point Cove Condominium Town of Saratoga, Wood County Wisconsin The undersigned, Michael R. Mercurio and Tammy M. Mercurio, owners of Unit 36 (f.k.a. Units 36 and 37) in Point Cove Condominium hereby give their consent for David J. Ellenberger and Megan N. Ellenberger, owners of Unit 32 and Donald E. Meredith and Cherie A. Meredith, Revocable Trust, owners of Unit 34 to relocate the boundaries of their units by dividing Unit 33 equally between themselves and merging that portion of Unit 33 with their respective units. Michael R. Mercurio ACKNOWLEDGMENT STATE OF Thinks COUNTY OF McHency Personally came before me this 16 day of September ____, 2019, the above named Michael R. Mercurio and Taynmy M. Mercurio to me known to be the person(s) who executed and acknowledged the foregoing instrument as their individual age

Notary Public - State of

My commission expires: <u>Sec. 26, 2021</u>

DENISE A KMIEC-GALASSO Official Seal

Notary Public - State of Illinois

My Commission Expires Dec 26, 2021

Re: Point Cove Condominium

Town of Saratoga, Wood County Wisconsin

The undersigned, Jason J. Gruszynski and Lynette M. Gruszynski owners of Unit 39 in Point Cove Condominium hereby give their consent for **David J. Ellenberger** and **Megan N. Ellenberger**, owners of Unit 32 and **Donald E. Meredith** and **Cherie A. Meredith**, **Revocable Trust** owners of Unit 34 to relocate the boundaries of their units by dividing Unit 33 equally between themselves and merging that portion of Unit 33 with their respective units.

| Date: 9/2019 | |
|--|---|
| | Jason J. Gruszynski |
| Date: 9/20/19 | A. |
| | Lynette M. Gruszynski |
| ACKNOWLEDGMENT | ļ |
| STATE OF ω) | |
| COUNTY OF <u>Wood</u>) ss. Personally came before me this <u>20</u> day of S | eptem ber, 2019, the above named Jason J. |
| Gruszynski and Lynette M. Gruszynski, to me known to b | be the person(s) who executed and acknowledged theorem. |
| foregoing instrument as their individual act. | 4 |
| Sched Fran | STO |
| Debra L Franz | |
| Notary Public - State of W/ | 2 PV |
| My commission expires: $2-27-2022$ | |

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Re: Point Cove Condominium

Town of Saratoga, Wood County Wisconsin

The undersigned, Eugene R. Pawlak and Lucrecia Pawlak owners of Unit 40 in Point Cove Condominium hereby give their consent for **David J. Ellenberger** and **Megan N.**Ellenberger, owners of Unit 32 and **Donald E. Meredith** and **Cherie A. Meredith**, **Revocable**Trust owners of Unit 34 to relocate the boundaries of their units by dividing Unit 33 equally between themselves and merging that portion of Unit 33 with their respective units.

| Date: 9-3-19 | Eugene R. Pawlak | ale . |
|--|------------------|--------------------|
| | Eugene R. Pawlak | |
| Date: | DECRASIO | 8-10.19 |
| | Lucrecia Pawlak | |
| ACKNOWLEDGMENT | | |
| STATE OF <u>Nisconsin</u>) ss. | | į |
| COUNTY OF Walworth) Personally came before me this 3 day of | 2019, the abov | ve named Eugene R. |
| Pawlak and Lucreeia Pawlak, to me known to be the person(s instrument as their individual act. | | |
| Deanne R. Courad | allumann. | |
| DeAnne R. Conrad will | TE & CONSTITUTE | |
| Notary Public - State of Wisconsin | TARL | İ |
| My commission expires: 10.37.31 | * * * | ! |
| ************************************** | PUBV SE | İ |

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Document Number

EIGHTH AMENDMENT TO DECLARATION
OF CONDOMINIUM FOR POINT COVE
CONDOMINIUM
Document Title

2022R03342
TIFFANY R. RINGER
WOOD COUNTY
REGISTER OF DEEDS
RECORDED ON
04/14/2022 09:55 AM
RECORDING FEES 30.00
EXEMPT #:
PAGES: 40

Recording Area

Name and Return Address Luke A. Weiand PO Box 576 Wisconsin Rapids, WI 54495-0576

1801720 & 1801719

Parcel Identification Number (PIN)

DRAFTED BY: Luke A. Weiland, Attorney at Law, LLC PO Box 576 Wisconsin Rapids, WI 54495-0576

THIS PAGE IS PART OF THIS LEGAL DOCUMENT - DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUMFOR POINT COVE CONDOMINIUM

This Eighth Amendment to Declaration of Condominium for Point Cove Condominium ("Eighth Amendment") is made this 15 day of 100 day o

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

WHEREAS, the Condominium was established pursuant to the Declaration of Condominium for Point Cove Condominium, recorded on August 8, 2012 in the Office of the Register of Deeds for Wood County, Wisconsin as Document No. 2012R08477, as amended by the First Amendment to Declaration recorded on August 17, 2012 as Document No. 2012R08832, as amended by the Second Amendment to Declaration recorded on December 18, 2012 as Document No. 2012R13623, as amended by the Third Amendment to Declaration recorded on May 1, 2014 as Document No. 2014R02947, as amended by the Fourth Amendment to Declaration recorded on June 23, 2014 as Document No. 2014R04552, as amended by the Fifth Amendment to Declaration recorded on July 12, 2018 as Document No. 2018R05650 and as amended by the Sixth Amendment to Declaration recorded on October 4 2018 as Document No. 2018R08467 and as amended by the Seventh Amendment to Declaration recorded on November 7, 2019 as Document No. 2019R09428 (collectively, the "Declaration"); and

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

WHEREAS, Point Cove Condominium Addendum #7 which is subject to the Declaration and this Eighth Amendment is attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, Chapter 703.09(2) of the Wisconsin Statutes and Section 13 of the Declaration allow the declaration to be amended by the written consent of at least two-thirds (67%) of the aggregate of the votes in the condominium; and

WHEREAS; Section 6 of the Fourth Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin provides for the right to

merge two (2) or more adjoining Units into one (1) Unit in accordance with the provisions of the Wisconsin Condominium Act; and

WHEREAS, the Unit 11 and 12 Owner, Unit 13 Owner desire to merge and relocate the boundary lines within the existing adjoining unit, Unit 12 into Units 11 and 13 as set forth herein and shown on the Point Cove Condominium Plat Addendum #7 attached hereto as Exhibit C and incorporated herein by reference; and

WHEREAS, thirty-two (32) unit owners have consented in writing to the merger and relocation of the boundary lines within the three existing adjoining Unit 12; into two (2) units to be designated as Unit 11 and Unit 13, respectively; and

WHEREAS, the above described thirty-two (32) unit owners written consent to the merger and relocation of the boundary lines constitute at least two-thirds (67%) of the unit owners in Point Cove Condominium; and

WHEREAS, the above described written consent of the unit owners are attached hereto as Exhibit C and incorporated herein by reference;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is hereby amended by the Unit 11 and 12 Owner, and Unit 33 Owner as follows:

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

- A. Units 11, 12 and 13 are adjoining units owned by Unit 11, 12 Owner and Unit 13 Owner; and said Unit boundaries are hereby relocated and merged into Units 11 and 13 as shown on the Condominium Plat Addendum #7 set forth on Exhibit C attached hereto and incorporated herein by reference.
- B. As a result of the relocation and merger, the number of units declared within Point Cove Condominium shall be reduced to thirty-eight (38).
- C. As a result of the relocation and merger, the undivided interest in the common elements and rights to use the limited common elements for Unit 11 shall be 1/38th and Unit 13 shall be 1/38th.
- D. As a result of the relocation and merger, the voting rights in the Association appertaining to Unit 11 shall be 1/38th and Unit 13 shall be 1/38th.
- E. As a result of the relocation and merger, the allocation of the liability for common expenses and rights to common surpluses for Unit 11 shall be 1/38th and Unit 13 shall be 1/38th.
- F. As a result of the relocation and merger and despite the Unit percentage interests set forth above, general assessments for the community septic system shall be shared

equally among the owners of Units 1 through 17 inclusive, 19 through 32 inclusive, 34 through 36 inclusive and 38 through 40 inclusive and are estimated to be approximately \$100 per year for each Unit which is not connected to the system, and \$200 per year for Units that are connected to the system. The general assessments for the community septic system remain subject to change upon written notice from the Association.

- 2. Effective Date. The effective date of this Eighth Amendment shall be the date it is recorded in the Office of the Register of Deeds for Wood County, Wisconsin.
- 3. <u>Miscellaneous</u>. All terms not specifically defined herein shall have the same meaning as provided in the Declaration. Except as modified by this Eighth Amendment, the Declaration remains in full force and effect and is hereby ratified and approved for all purposes.

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

Unit 11 and 12 Owner:

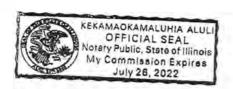
By: amy Laluli

STATE OF Illinois) ss COUNTY OF DEKAID)

Personally, came before me this 25Hday of March, 2022, the above-named AMY L ALULI to be the person who executed and acknowledged the foregoing instrument as an act by her authority.

Kekamarkamaluhia aluli PRINT NAME My Commission expires: 7/26/2022

SEAL:



Unit 13 Owner:

EROME R GEBERT REVOCABLE TRUS

JEROME R GEBERT, Trustee

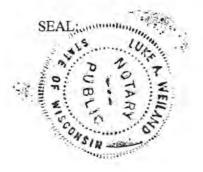
COUNTY OF WOOD

Personally, came before me this 22 day of Wrech, 2022, the above-named JEROME R GEBERT to be the person who executed and acknowledged the foregoing instrument as an act by his authority.

LUKE A. WEINND

PRINT NAME

My Commission expires: 15 7EM.



DRAFTED BY:

Atty. Luke A. Weiland

PO Box 576

Wisconsin Rapids, WI 54495-0576

EXHIBIT A

POINT COVE CONDOMINIUM LEGAL DESCRIPTION

Units 1 through 17 inclusive, 19 through 36 inclusive, 38, 39, 40 and the Common Areas of Point Cove Condominium established pursuant to the Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R08477 and Point Cove Condominium Plat as recorded in Volume 1 of Condominium Plats, Page 41 as Document number 2012R08478; amended by the First Amendment to Declaration of Condominium for Point Cove Condominium recorded as Document number 2012R08832; and amended by the Second Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R13623 and Point Cove Condominium Addendum as recorded in Volume 1 of Condominium Plats, Page 44 as Document number 2012R13624; and amended by the Third Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2014R02947 and Point Cove Condominium Addendum #2 as recorded in Volume 1 of Condominium Plats, Page 49 as Document number 2014R02948; and amended by the Fourth Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2014R04552 and Point Cove Condominium Addendum #3 as recorded in Volume 1 of Condominium Plats, Page 50 as Document number 2014R04553; and amended by the Fifth Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2018R05650 and Point Cove Condominium Addendum #4 as recorded in Volume 1 of Condominium Plats, Page 65 as Document number 2018R05651; and amended by the Sixth Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2018R08467 and Point Cove Condominium Addendum #5 as recorded in Volume 1 of Condominium Plats, Page 66 as Document number 2018R08468; being part of Lots 1 through 4 inclusive of Wood County Certified Survey Map number 9488 as recorded in Volume 33 of Survey Maps, Page 188 as Document number 2012R07688. Located in the Northwest Quarter of the Northwest Quarter of Section 5, the Northeast Quarter of the Northeast Quarter, the Southeast Quarter of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR POINT COVE CONDOMINIUM

This Seventh Amendment to Declaration of Condominium for Point Cove Condominium ("Seventh Amendment") is made this 16th day of October, 2019 by David J Ellenberger and Megan N Ellenberger, husband and wife, survivorship marital property ("Unit 32 Owner"); Great Northern Timber Company, LLC, a Wisconsin limited liability company ("Declarant" and "Unit 33 Owner") and Donald E. Meredith and Cherie. A. Meredith, and their successors in office, as Co-Trustees of the Donald E. Meredith and Cherie A. Meredith, Revocable Trust dated 01/07/2016 ("Unit 34 Owner"), pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") and pursuant to Section 13 of the Declaration and Section 6 of the Fourth Amended Declaration.

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

WHEREAS, the Condominium was established pursuant to the Declaration of Condominium for Point Cove Condominium, recorded on August 8, 2012 in the Office of the Register of Deeds for Wood County, Wisconsin as Document No. 2012R08477, as amended by the First Amendment to Declaration recorded on August 17, 2012 as Document No. 2012R08832, as amended by the Second Amendment to Declaration recorded on December 18, 2012 as Document No. 2012R13623, as amended by the Third Amendment to Declaration recorded on May 1, 2014 as Document No. 2014R02947, as amended by the Fourth Amendment to Declaration recorded on June 23, 2014 as Document No. 2014R04552, as amended by the Fifth Amendment to Declaration recorded on July 12, 2018 as Document No. 2018R05650 and as amended by the Sixth Amendment to Declaration recorded on October 4, 2018 as Document No. 2018R08467 (collectively, the "Declaration"); and

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

WHEREAS, Point Cove Condominium Addendum #3 which is subject to the Declaration and this Seventh Amendment is attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, Chapter 703.09(2) of the Wisconsin Statutes and Section 13 of the Declaration allow the declaration to be amended by the written consent of at least two-thirds (67%) of the aggregate of the votes in the condominium; and

WHEREAS, Section 6 of the Fourth Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin provides for the right to

merge two (2) or more adjoining Units into one (1) Unit in accordance with the provisions of the Wisconsin Condominium Act; and

WHEREAS, the Unit 32 Owner, Unit 33 Owner and Unit 34 Owner desire to merge and relocate the boundary lines within the three existing adjoining units into Units 32 and 34 as set forth herein and shown on the Point Cove Condominium Plat Addendum #6 attached hereto as Exhibit C and incorporated herein by reference; and

WHEREAS, twenty-seven (27) unit owners have consented in writing to the merger and relocation of the boundary lines within the three existing adjoining Units 32, 33 and 34 into two (2) units to be designated as Unit 32 and Unit 34; and

WHEREAS, the above described twenty-seven (27) unit owners written consent to the merger and relocation of the boundary lines constitute at least two-thirds (67%) of the unit owners in Point Cove Condominium; and

WHEREAS, the above described written consent of the unit owners are attached hereto as Exhibit D and incorporated herein by reference;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is hereby amended by the Unit 32 Owner, Unit 33 Owner and Unit 34 Owner as follows:

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

- A. Units 32, 33 and 34 are adjoining units owned by Unit 32, 33 and 34 Owner; and said Unit boundaries are hereby relocated and merged into Units 32 and 34 as shown on the Condominium Plat Addendum #6 set forth on Exhibit C attached hereto and incorporated herein by reference.
- B. As a result of the relocation and merger, the number of units declared within Point Cove Condominium shall be reduced to thirty-nine (39).
- C. As a result of the relocation and merger, the undivided interest in the common elements and rights to use the limited common elements for Unit 32 shall be 1/39th and Unit 34 shall be 1/39th.
- D. As a result of the relocation and merger, the voting rights in the Association appertaining to Unit 32 shall be 1/39th and Unit 34 shall be 1/39th.
- E. As a result of the relocation and merger, the allocation of the liability for common expenses and rights to common surpluses for Unit 32 shall be 1/39th and Unit 34 shall be 1/39th.
- F. As a result of the relocation and merger and despite the Unit percentage interests set forth above, general assessments for the community septic system shall be shared

equally among the owners of Units 1 through 17 inclusive, 19 through 32 inclusive, 34 through 36 inclusive and 38 through 40 inclusive and are estimated to be approximately \$100 per year for each Unit which is not connected to the system, and \$200 per year for Units that are connected to the system. The general assessments for the community septic system remain subject to change upon written notice from the Association.

- The Declarant has constructed a community septic system located in the common areas to service Units 29-32. This community septic system will also be used to service up to six (6) additional expansion Units in the future. The Declarant has further constructed a separate community septic system located in the common areas to service Units 34-36 and 38. This community septic system will also be used to service up to six (6) additional expansion Units in the future.
- The Declarant and all Unit owners shall have the right to relocate the boundaries between adjoining units and the right to merge two (2) or more adjoining units into one (1) unit in accordance with any of the provisions of Chapter 703 of the Wisconsin Statutes.
- Effective Date. The effective date of this Seventh Amendment shall be the date it is recorded in the Office of the Register of Deeds for Wood County, Wisconsin.
- Miscellaneous. All terms not specifically defined herein shall have the same meaning as provided in the Declaration. Except as modified by this Seventh Amendment, the Declaration remains in full force and effect and is hereby ratified and approved for all purposes.

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

DECLARANT:

Great Northern Timber Company, LLC

Brad Payloski, Member

STATE OF WISCONSIN

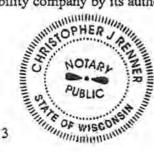
COUNTY OF JUNEAU

Personally came before me this 29 day of OCTOBER 2019, the above named Brad Pavloski being a member of Great Northern Timber Company, LLC, a Wisconsin limited liability company, to me known to be the person who executed and acknowledged the foregoing instrument as an act of the limited liability company by its authority.

Christopher J Renner

Notary Public - State of Wisconsin

My commission expires: January 23, 2022



STATE OF Wiscons COUNTY OF Portage Personally came before me this 200 day of Octobe , 2019, the above named David J Ellenberger and Megan N Ellenberger, to me known to be the persons who executed and acknowledged the foregoing instrument as their individual acts. MICHELLE J EASTON Notary Public State of Wisconsin

UNIT 32 OWNER:

David J Ellenberger

My Commission Expires February 7, 2020

Notary Public - State of Uiscons

| UNIT | 34 | OW | NER. |
|-------|----|------|------|
| CITIE | 24 | ~ ** | |

Donald E. Meredith and Cherie A. Meredith, and their successors in office, as Co-Trustees of the Donald E. Meredith and Cherie A. Meredith, Revocable Trust Dated

01/07/2016

Donald E. Meredith

Cherie A. Meredith

STATE OF WISCONSIN

COUNTY OF PACINE)

Personally came before me this day of November, 2019, the above named Donald E. Meredith and Cherie A. Meredith, Co-Trustees, to me known to be the persons who executed and acknowledged the foregoing instrument as their individual acts.

Notary Public - State of WISCONS IN

My commission expires: 10-31-23

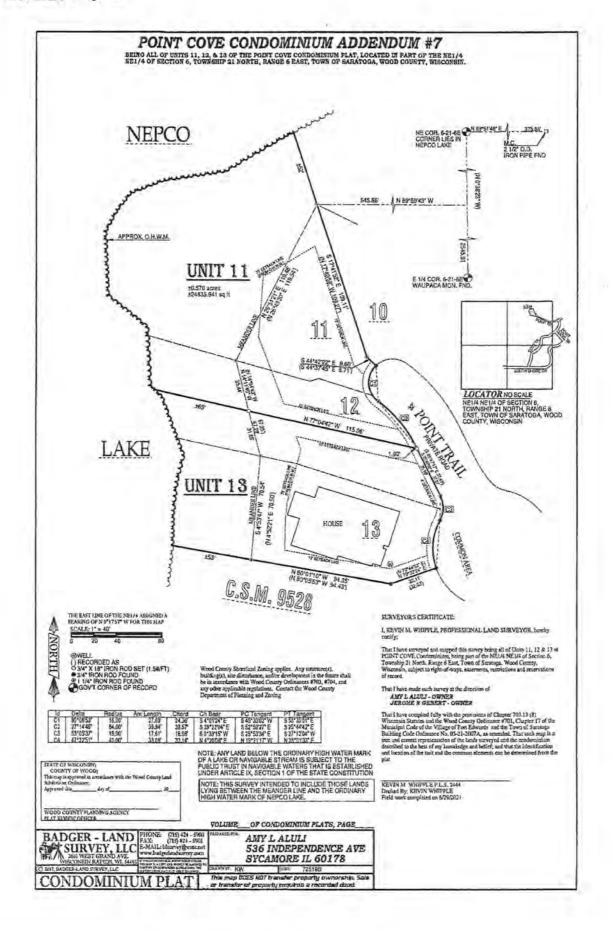
Drafted by:

Michael D. Orgeman - State Bar No. 01018072

Lichtsinn & Haensel, s.c.

111 East Wisconsin Avenue, # 1800 Milwaukee, Wisconsin 53202

(414) 276-3400



RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, ROBERT J BADER JR and KATHRYN M BADER currently owns the following Unit(s) in Point Cove Condominium:

UNIT 1

The undersigned hereby gives its consent to AMY L ALULI, owner of Unit 11 and 12, and JEROME R GEBERT REVOCABLE TRUST, owner of Unit 13, to relocate their boundaries of their units by dividing unit 12 by themselves and thereby making Unit 11 and Unit 13, respectively larger through an Amendment to Point Cover Condominium Declaration, thereby eliminating Unit 12.

March 8", 2022 March 8, 2022

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, CHRISTOPHER YOUNG and GABRIELE YOUNG currently owns the following Unit(s) in Point Cove Condominium:

UNIT 2

The undersigned hereby gives its consent to AMY L ALULI, owner of Unit 11 and 12, and JEROME R GEBERT REVOCABLE TRUST, owner of Unit 13, to relocate their boundaries of their units by dividing unit 12 by themselves and thereby making Unit 11 and Unit 13, respectively larger through an Amendment to Point Cover Condominium Declaration, thereby eliminating Unit 12.

DATE: 3-7-22

DATE: 3-7-22

By:

CHRISTOPHER YOUNG

By: <u>Namul</u>

GABRIELE YOUNG

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, RICHARD NEUVILLE and GLORIANNE NEUVILLE currently owns the following Unit(s) in Point Cove Condominium:

UNIT 3

The undersigned hereby gives its consent to AMY L ALULI, owner of Unit 11 and 12, and JEROME R GEBERT REVOCABLE TRUST, owner of Unit 13, to relocate their boundaries of their units by dividing unit 12 by themselves and thereby making Unit 11 and Unit 13, respectively larger through an Amendment to Point Cover Condominium Declaration, thereby eliminating Unit 12.

DATE:

DATE: 3/09/2023

Bv:

RICHARD NEUVILLE

W. ATLANT

GLORIANNE NEUVILLE

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, CRAIG A. VAN ASTEN and ERIN M. VAN ASTEN currently owns the following Unit(s) in Point Cove Condominium:

UNIT 4

The undersigned hereby gives its consent to AMY L ALULI, owner of Unit 11 and 12, and JEROME R GEBERT REVOCABLE TRUST, owner of Unit 13, to relocate their boundaries of their units by dividing unit 12 by themselves and thereby making Unit 11 and Unit 13, respectively larger through an Amendment to Point Cover Condominium Declaration, thereby eliminating Unit 12.

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, STEVE CASE and LISA CASE currently owns the following Unit(s) in Point Cove Condominium:

UNIT 5

The undersigned hereby gives its consent to AMY L ALULI, owner of Unit 11 and 12, and JEROME R GEBERT REVOCABLE TRUST, owner of Unit 13, to relocate their boundaries of their units by dividing unit 12 by themselves and thereby making Unit 11 and Unit 13, respectively larger through an Amendment to Point Cover Condominium Declaration, thereby eliminating Unit 12.

DATE: 3-5-12

DATE: 3/3/22

By:___

STEVE CASE

By:

LISA CASE

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, TADEUSZ JANKOWSKI currently owns the following Unit(s) in Point Cove Condominium:

UNIT 6

The undersigned hereby gives its consent to AMY L ALULI, owner of Unit 11 and 12, and JEROME R GEBERT REVOCABLE TRUST, owner of Unit 13, to relocate their boundaries of their units by dividing unit 12 by themselves and thereby making Unit 11 and Unit 13, respectively larger through an Amendment to Point Cover Condominium Declaration, thereby eliminating Unit 12.

DATE: March 2-2012

Faldeusz Jankówski Reta Kunz Jankowski

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, JOHN RITCHAY and MARY RITCHAY currently owns the following Unit(s) in Point Cove Condominium:

UNIT 7

The undersigned hereby gives its consent to AMY L ALULI, owner of Unit 11 and 12, and JEROME R GEBERT REVOCABLE TRUST, owner of Unit 13, to relocate their boundaries of their units by dividing unit 12 by themselves and thereby making Unit 11 and Unit 13, respectively larger through an Amendment to Point Cover Condominium Declaration, thereby eliminating Unit 12.

DATE: 3/7/22

DATE: 3/7/27

By: In States &

JOHN RITCHAY

MARYRITCHAY

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, **DAWN M. WOOD** currently owns the following Unit(s) in Point Cove Condominium:

UNIT 8

The undersigned hereby gives its consent to AMY L ALULI, owner of Unit 11 and 12, and JEROME R GEBERT REVOCABLE TRUST, owner of Unit 13, to relocate their boundaries of their units by dividing unit 12 by themselves and thereby making Unit 11 and Unit 13, respectively larger through an Amendment to Point Cover Condominium Declaration, thereby eliminating Unit 12.

DATE

3/12/28

DAWN M. WOOD

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, ARNE NESSA and FAYE NESSA currently owns the following Unit(s) in Point Cove Condominium:

UNIT 10

The undersigned hereby gives its consent to AMY L ALULI, owner of Unit 11 and 12, and JEROME R GEBERT REVOCABLE TRUST, owner of Unit 13, to relocate their boundaries of their units by dividing unit 12 by themselves and thereby making Unit 11 and Unit 13, respectively larger through an Amendment to Point Cover Condominium Declaration, thereby eliminating Unit 12.

DATE: 3-4-22

DATE: 3-4-22

By: //

By: CANE VIECE

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, AMY L. ALULI currently owns the following Unit(s) in Point Cove Condominium:

UNIT 11 AND UNIT 12

The undersigned hereby gives its consent to AMY L ALULI, owner of Unit 11 and 12, and JEROME R GEBERT REVOCABLE TRUST, owner of Unit 13, to relocate their boundaries of their units by dividing unit 12 by themselves and thereby making Unit 11 and Unit 13, respectively larger through an Amendment to Point Cover Condominium Declaration, thereby eliminating Unit 12.

DATE: 3/25 /2022 By:_

AMY L'ALULI

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, **JEROME R. GEBERT REVOCABLE TRUST** currently owns the following Unit(s) in Point Cove Condominium:

UNIT 13

The undersigned hereby gives its consent to AMY L ALULI, owner of Unit 11 and 12, and JEROME R GEBERT REVOCABLE TRUST, owner of Unit 13, to relocate their boundaries of their units by dividing unit 12 by themselves and thereby making Unit 11 and Unit 13, respectively larger through an Amendment to Point Cover Condominium Declaration, thereby eliminating Unit 12.

DATE: 03//2/2012 By: JEROME R. GEBERT REVOCABLE TRUST

Its: Thustee

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, DSLS PROPERTIES LLC currently owns the following Unit(s) in Point Cove Condominium:

UNIT 14

The undersigned hereby gives its consent to AMY L ALULI, owner of Unit 11 and 12, and JEROME R GEBERT REVOCABLE TRUST, owner of Unit 13, to relocate their boundaries of their units by dividing unit 12 by themselves and thereby making Unit 11 and Unit 13, respectively larger through an Amendment to Point Cover Condominium Declaration, thereby eliminating Unit 12.

DATE: 3/21/22

DSLS PROPERTIES LLC

Its:

NOTE: THIS SIGNATURE APPROVAL IS CONTINGENT ON THE ASSUMPTION THAT ANNUAL ASSOCIATION FEES OF LOT 12 WILL BE ABSORBED BY THE OWNERS OF LOTS 11 AND 13 AND NOT PASSED ON TO THE REST OF THE OWNERS IN THE POINT COVE CONDOMINIUM.

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, BILLIARD GALLERY INC currently owns the following Unit(s) in Point Cove Condominium:

UNIT 15

The undersigned hereby gives its consent to AMY L ALULI, owner of Unit 11 and 12, and JEROME R GEBERT REVOCABLE TRUST, owner of Unit 13, to relocate their boundaries of their units by dividing unit 12 by themselves and thereby making Unit 11 and Unit 13, respectively larger through an Amendment to Point Cover Condominium Declaration, thereby eliminating Unit 12.

DATE: 3/4/2022

BILLIARD GALLERY INC

Its: PAESIDEUT

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, ROBERT B. BARTECK and KRISTINE A. BARTECK currently owns the following Unit(s) in Point Cove Condominium:

UNIT 16

The undersigned hereby gives its consent to AMY L ALULI, owner of Unit 11 and 12, and JEROME R GEBERT REVOCABLE TRUST, owner of Unit 13, to relocate their boundaries of their units by dividing unit 12 by themselves and thereby making Unit 11 and Unit 13, respectively larger through an Amendment to Point Cover Condominium Declaration, thereby eliminating Unit 12.

3/7/22

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, CARL P ROEDEL and STEFANIE ROEDEL currently owns the following Unit(s) in Point Cove Condominium:

UNIT 17

The undersigned hereby gives its consent to AMY L ALULI, owner of Unit 11 and 12, and JEROME R GEBERT REVOCABLE TRUST, owner of Unit 13, to relocate their boundaries of their units by dividing unit 12 by themselves and thereby making Unit 11 and Unit 13, respectively larger through an Amendment to Point Cover Condominium Declaration, thereby eliminating Unit 12.

DATE: 3/7/22

DATE: 3/7/22

CARL P ROEDEL

By: WILLIAM YE

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, JASON J GRUSZYNSKI REVOCABLE TRUST and LYNETTE M GRUSZYNSKI REVOCABLE TRUST currently owns the following Unit(s) in Point Cove Condominium:

UNIT 19 & 39

The undersigned hereby gives its consent to AMY L ALULI, owner of Unit 11 and 12, and JEROME R GEBERT REVOCABLE TRUST, owner of Unit 13, to relocate their boundaries of their units by dividing unit 12 by themselves and thereby making Unit 11 and Unit 13, respectively larger through an Amendment to Point Cover Condominium Declaration, thereby eliminating Unit 12.

DATE: 3/5/22

DATE: 3 5 22

JASON J GRUSZYNSKI

Trustee

LYNETTE M GRUSZYNSKI

Trustee

Point Cove Condominium RE: Wood Co., Wisconsin

The undersigned, ROBERT G. CLARK JR and KIMBERLY A. ST. AUBIN CLARK currently owns the following Unit(s) in Point Cove Condominium:

UNIT 21

The undersigned hereby gives its consent to AMY L ALULI, owner of Unit 11 and 12, and JEROME R GEBERT REVOCABLE TRUST, owner of Unit 13, to relocate their boundaries of their units by dividing unit 12 by themselves and thereby making Unit 11 and Unit 13, respectively larger through an Amendment to Point Cover Condominium Declaration, thereby eliminating Unit 12.

DATE: 3.6.22

ROBERT G. CLARK

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, PETER MICHAEL SHEEHAN and SHARON L. BRONSON SHEEHAN currently owns the following Unit(s) in Point Cove Condominium:

UNIT 22 and UNIT 23

The undersigned hereby gives its consent to AMY L ALULI, owner of Unit 11 and 12, and JEROME R GEBERT REVOCABLE TRUST, owner of Unit 13, to relocate their boundaries of their units by dividing unit 12 by themselves and thereby making Unit 11 and Unit 13, respectively larger through an Amendment to Point Cover Condominium Declaration, thereby eliminating Unit 12.

DATE: 3-4-22

PETER MICHAEL SHEEHAN

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, PAUL J. O'DONNELL currently owns the following Unit(s) in Point Cove Condominium:

UNIT 24

The undersigned hereby gives its consent to AMY L ALULI, owner of Unit 11 and 12, and JEROME R GEBERT REVOCABLE TRUST, owner of Unit 13, to relocate their boundaries of their units by dividing unit 12 by themselves and thereby making Unit 11 and Unit 13, respectively larger through an Amendment to Point Cover Condominium Declaration, thereby eliminating Unit 12.

DATE: 3/18/2

PAUL J. O'DONNELL

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, BERGERON LIVING TRUST currently owns the following Unit(s) in Point Cove Condominium:

UNIT 25

The undersigned hereby gives its consent to AMY L ALULI, owner of Unit 11 and 12, and JEROME R GEBERT REVOCABLE TRUST, owner of Unit 13, to relocate their boundaries of their units by dividing unit 12 by themselves and thereby making Unit 11 and Unit 13, respectively larger through an Amendment to Point Cover Condominium Declaration, thereby eliminating Unit 12.

DATE: Man 3, 2022

BERGERON LIVING TRUST

Its: Trustel

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, KEVIN J. WALLESER and JENNIFER WALLESER currently owns the following Unit(s) in Point Cove Condominium:

UNIT 26

The undersigned hereby gives its consent to AMY L ALULI, owner of Unit 11 and 12, and JEROME R GEBERT REVOCABLE TRUST, owner of Unit 13, to relocate their boundaries of their units by dividing unit 12 by themselves and thereby making Unit 11 and Unit 13, respectively larger through an Amendment to Point Cover Condominium Declaration, thereby eliminating Unit 12.

DATE: ~

DATE: 3/12

By

KEYIN J. WALLESER

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, STEVEN J. KLIMENT and MARGARET M. KLIMENT currently owns the following Unit(s) in Point Cove Condominium:

UNIT 28

The undersigned hereby gives its consent to AMY L ALULI, owner of Unit 11 and 12, and JEROME R GEBERT REVOCABLE TRUST, owner of Unit 13, to relocate their boundaries of their units by dividing unit 12 by themselves and thereby making Unit 11 and Unit 13, respectively larger through an Amendment to Point Cover Condominium Declaration, thereby eliminating Unit 12.

DATE: 3/3/128

DATE: 3/31/22

By: STEVEN I KI IME

By: Margaret Liner

MADCADET M KI IMENT

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, TERRY A. EASTON and MICHELLE J. EASTON currently owns the following Unit(s) in Point Cove Condominium:

UNIT 29

The undersigned hereby gives its consent to AMY L ALULI, owner of Unit 11 and 12, and JEROME R GEBERT REVOCABLE TRUST, owner of Unit 13, to relocate their boundaries of their units by dividing unit 12 by themselves and thereby making Unit 11 and Unit 13, respectively larger through an Amendment to Point Cover Condominium Declaration, thereby eliminating Unit 12.

DATE: 3/7/2022

DATE: 3/7/22

TERRY A FASTON

By:

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, GARY L. HAHN and ROSEMARIE P. HAHN currently owns the following Unit(s) in Point Cove Condominium:

UNIT 30

The undersigned hereby gives its consent to AMY L ALULI, owner of Unit 11 and 12, and JEROME R GEBERT REVOCABLE TRUST, owner of Unit 13, to relocate their boundaries of their units by dividing unit 12 by themselves and thereby making Unit 11 and Unit 13, respectively larger through an Amendment to Point Cover Condominium Declaration, thereby eliminating Unit 12.

DATE: 3/2/2022

DATE: 3-2-2022

GARY L. HAHN

ROSEMARIE P. HAHN

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, DAVID J. ELLENBERGER and MEGAN N. ELLENBERGER currently owns the following Unit(s) in Point Cove Condominium:

UNIT 32

The undersigned hereby gives its consent to AMY L ALULI, owner of Unit 11 and 12, and JEROME R GEBERT REVOCABLE TRUST, owner of Unit 13, to relocate their boundaries of their units by dividing unit 12 by themselves and thereby making Unit 11 and Unit 13, respectively larger through an Amendment to Point Cover Condominium Declaration, thereby eliminating Unit 12.

DATE: 3/11/22

DATE: 3/11/22

By:_

DAVID J. ELLENBERGER

sy: Magem no

MEGAN N. ELLENBERGER

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, DONALD E. MEREDITH REVOCABLE TRUST and CHERIE A. MEREDITH REVOCABLE TRUST currently owns the following Unit(s) in Point Cove Condominium:

UNIT 34 and UNIT 35

The undersigned hereby gives its consent to AMY L ALULI, owner of Unit 11 and 12, and JEROME R GEBERT REVOCABLE TRUST, owner of Unit 13, to relocate their boundaries of their units by dividing unit 12 by themselves and thereby making Unit 11 and Unit 13, respectively larger through an Amendment to Point Cover Condominium Declaration, thereby eliminating Unit 12.

DATE: 3/3/22

DATE: 3/3/22

By:

DONALD E. MEREDITH

Bv

CHERIE A MEREDITH

Point Cove Condominium RE: Wood Co., Wisconsin

The undersigned, MICHAEL R. MERCURIO and TAMMY M. MERCURIO currently owns the following Unit(s) in Point Cove Condominium:

UNIT 36

The undersigned hereby gives its consent to AMY L ALULI, owner of Unit 11 and 12, and JEROME R GEBERT REVOCABLE TRUST, owner of Unit 13, to relocate their boundaries of their units by dividing unit 12 by themselves and thereby making Unit 11 and Unit 13, respectively larger through an Amendment to Point Cover Condominium Declaration, thereby eliminating Unit 12.

DATE: 3/6/2022

MICHAEL R. MERCURIO

Janny M Merce

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, ANTHONY MERCURIO and WILLIAM MOY currently owns the following Unit(s) in Point Cove Condominium:

UNIT 38

The undersigned hereby gives its consent to AMY L ALULI, owner of Unit 11 and 12, and JEROME R GEBERT REVOCABLE TRUST, owner of Unit 13, to relocate their boundaries of their units by dividing unit 12 by themselves and thereby making Unit 11 and Unit 13, respectively larger through an Amendment to Point Cover Condominium Declaration, thereby eliminating Unit 12.

DATE: 3-11-2027

3.5

By:

THONY MERCURIO

By: 4

WILLIAM MOY

Tx:4095170

Document Number

NINTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR POINT COVE CONDOMINIUM Document Title

2022R07131
TIFFANY R. RINGER
WOOD COUNTY
REGISTER OF DEEDS
RECORDED ON
07/29/2022 02:48 PM
RECORDING FEES 30.00
EXEMPT #:
PAGES: 36

Recording Area

Name and Return Address
Luke A. Weiand
PO Box 576
Wisconsin Rapids, WI 54495-0576

1801757 and 1801758

Parcel Identification Number (PIN)

DRAFTED BY: Luke A. Weiland, Attorney at Law, LLC PO Box 576 Wisconsin Rapids, WI 54495-0576

THIS PAGE IS PART OF THIS LEGAL DOCUMENT - DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

NINTH AMENDMENT TO DECLARATION OF CONDOMINIUMFOR POINT COVE CONDOMINIUM

This Ninth Amendment to Declaration of Condominium for Point Cove Condominium ("Ninth Amendment") is made this 19 day of 100 , 2022 by PETER MICHAEL SHEEHAN AND SHARON L BRONSON SHEEHAN ("Declarant" and Unit 22 and 23 Owner");, pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") and pursuant to Section 13 of the Declaration and Section 6 of the Fourth Amended Declaration.

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

WHEREAS, the Condominium was established pursuant to the Declaration of Condominium for Point Cove Condominium, recorded on August 8, 2012 in the Office of the Register of Deeds for Wood County, Wisconsin as Document No. 2012R08477, as amended by the First Amendment to Declaration recorded on August 17, 2012 as Document No. 2012R08832, as amended by the Second Amendment to Declaration recorded on December 18, 2012 as Document No. 2012R13623, as amended by the Third Amendment to Declaration recorded on May 1, 2014 as Document No. 2014R02947, as amended by the Fourth Amendment to Declaration recorded on June 23, 2014 as Document No. 2014R04552, as amended by the Fifth Amendment to Declaration recorded on July 12, 2018 as Document No. 2018R05650 and as amended by the Sixth Amendment to Declaration recorded on October 4 2018 as Document No. 2018R08467 and as amended by the Seventh Amendment to Declaration recorded on November 7, 2019 as Document No. 2019R09428 and as amended by the Eighth Amendment to Declaration recorded on April 14, 2022 as Document No. 2022R03342 (collectively, the "Declaration"); and

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

WHEREAS, Point Cove Condominium Addendum #8 which is subject to the Declaration and this Ninth Amendment is attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, Chapter 703.09(2) of the Wisconsin Statutes and Section 13 of the Declaration allow the declaration to be amended by the written consent of at least two-thirds (67%) of the aggregate of the votes in the condominium; and

WHEREAS; Section 6 of the Fourth Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin provides for the right to

merge two (2) or more adjoining Units into one (1) Unit in accordance with the provisions of the Wisconsin Condominium Act; and

WHEREAS, the Unit 22 and 23 Owners desire to merge and relocate the boundary lines within the existing adjoining units into one singular Unit 23 as set forth herein and shown on the Point Cove Condominium Plat Addendum #7 attached hereto as Exhibit C and incorporated herein by reference; and

WHEREAS, twenty-nine (29) unit owners have consented in writing to the merger and relocation of the boundary lines within existing adjoining Unit 22 and Unit 23; into one (1) unit to be designated as Unit 23, respectively; and

WHEREAS, the above described twenty-nine (29) unit owners written consent to the merger and relocation of the boundary lines constitute at least two-thirds (67%) of the unit owners in Point Cove Condominium; and

WHEREAS, the above described written consent of the unit owners are attached hereto as Exhibit C and incorporated herein by reference;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is hereby amended by the Unit 22 and 23 Owners as follows:

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

- A. Units 22 and 23 are adjoining units owned by same Owner; and said Unit boundaries are hereby relocated and merged into Unit 23 as shown on the Condominium Plat Addendum #8 set forth on Exhibit C attached hereto and incorporated herein by reference.
- B. As a result of the relocation and merger, the number of units declared within Point Cove Condominium shall be reduced to thirty-seven (37).
- C. As a result of the relocation and merger, the undivided interest in the common elements and rights to use the limited common elements for Unit 23 shall be 1/37th.
- D. As a result of the relocation and merger, the voting rights in the Association appertaining to Unit 23 shall be 1/37th.
- E. As a result of the relocation and merger, the allocation of the liability for common expenses and rights to common surpluses for Unit 23 shall be 1/37th.
- F. As a result of the relocation and merger and despite the Unit percentage interests set forth above, general assessments for the community septic system shall be shared

equally among the owners of Units 1 through 17 inclusive, 19 through 32 inclusive, 34 through 36 inclusive and 38 through 40 inclusive and are estimated to be approximately \$100 per year for each Unit which is not connected to the system, and \$200 per year for Units that are connected to the system. The general assessments for the community septic system remain subject to change upon written notice from the Association.

- 2. Effective Date. The effective date of this Ninth Amendment shall be the date it is recorded in the Office of the Register of Deeds for Wood County, Wisconsin.
- 3. <u>Miscellaneous</u>. All terms not specifically defined herein shall have the same meaning as provided in the Declaration. Except as modified by this Ninth Amendment, the Declaration remains in full force and effect and is hereby ratified and approved for all purposes.

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

By: Ami Classic Staron L Bronson Sheehan

STATE OF Colorado) ss COUNTY OF Teller)

Personally, came before me this 19th day of 100, 2022, the above-named PETER MICHAEL SHEEHAN AND SHARON L BRONSON SHEEHAN to be the persons who executed and acknowledged the foregoing instrument as an act by their authority.

My Commission expires: Sept 27, 2025

SEAL:

KAREN ROBBINS NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20214037916 OF COMMISSION EXPIRES SEPTEMBER 27, 2025

DRAFTED BY:

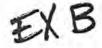
Atty. Luke A. Weiland

PO Box 576

Wisconsin Rapids, WI 54495-0576

EXHIBIT A

BEING ALL OF UNITS 22 AND 23 OF THE POINT COVE CONDOMINIUM ADDENDUM 34, LOCATED IN PART OF THE NE ¼ OF THE NE ¼ AND PART OF THE SE ¼ OF THE NE ¼ OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 6 EAST, TOWN OF SARATOGA, WOOD COUNTY, WISCONSIN.



Document Number

EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR POINT COVE CONDOMINIUM Document Title

At the complete of the property of the complete of the complet

Tx:4083600

2022R03342
TIFFANY R. RINGER
WOOD COUNTY
REGISTER OF DEEDS
RECORDED ON
04/14/2022 09:55 AM
RECORDING FEES 30.00
EXEMPT #:
PAGES: 40

Recording Area

Name and Return Address

Luke A. Weiand PO Box 576 Wisconsin Rapids, WI 54495-0576

1801720 & 1801719

Parcel Identification Number (PIN)

DRAFTED BY: Luke A. Weiland, Attorney at Law, LLC PO Box 576 Wisconsin Rapids, WI 54495-0576

THIS PAGE IS PART OF THIS LEGAL DOCUMENT - DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUMFOR POINT COVE CONDOMINIUM

This Eighth Amendment to Declaration of Condominium for Point Cove Condominium ("Eighth Amendment") is made this 15 day of 1022 by AMY L ALULI ("Declarant" and Unit 11 and 12 Owner"); JEROME R GEBERT REVOCABLE TRUST ("Unit 13 Owner"), pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") and pursuant to Section 13 of the Declaration and Section 6 of the Fourth Amended Declaration.

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

WHEREAS, the Condominium was established pursuant to the Declaration of Condominium for Point Cove Condominium, recorded on August 8, 2012 in the Office of the Register of Deeds for Wood County, Wisconsin as Document No. 2012R08477, as amended by the First Amendment to Declaration recorded on August 17, 2012 as Document No. 2012R08832, as amended by the Second Amendment to Declaration recorded on December 18, 2012 as Document No. 2012R13623, as amended by the Third Amendment to Declaration recorded on May 1, 2014 as Document No. 2014R02947, as amended by the Fourth Amendment to Declaration recorded on June 23, 2014 as Document No. 2014R04552, as amended by the Fifth Amendment to Declaration recorded on July 12, 2018 as Document No. 2018R05650 and as amended by the Sixth Amendment to Declaration recorded on October 4 2018 as Document No. 2018R08467 and as amended by the Seventh Amendment to Declaration recorded on November 7, 2019 as Document No. 2019R09428 (collectively, the "Declaration"); and

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

WHEREAS, Point Cove Condominium Addendum #7 which is subject to the Declaration and this Eighth-Amendment is attached hereto as Exhibit B-and incorporated-herein-by reference; and

WHEREAS, Chapter 703.09(2) of the Wisconsin Statutes and Section 13 of the Declaration allow the declaration to be amended by the written consent of at least two-thirds (67%) of the aggregate of the votes in the condominium; and

WHEREAS; Section 6 of the Fourth Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin provides for the right to

merge two (2) or more adjoining Units into one (1) Unit in accordance with the provisions of the Wisconsin Condominium Act; and

WHEREAS, the Unit 11 and 12 Owner, Unit 13 Owner desire to merge and relocate the boundary lines within the existing adjoining unit, Unit 12 into Units 11 and 13 as set forth herein and shown on the Point Cove Condominium Plat Addendum #7 attached hereto as Exhibit C and incorporated herein by reference; and

WHEREAS, thirty-two (32) unit owners have consented in writing to the merger and relocation of the boundary lines within the three existing adjoining Unit 12; into two (2) units to be designated as Unit 11 and Unit 13, respectively; and

WHEREAS, the above described thirty-two (32) unit owners written consent to the merger and relocation of the boundary lines constitute at least two-thirds (67%) of the unit owners in Point Cove Condominium; and

WHEREAS, the above described written consent of the unit owners are attached hereto as Exhibit C and incorporated herein by reference;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is hereby amended by the Unit 11 and 12 Owner, and Unit 33 Owner as follows:

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

- A. Units 11, 12 and 13 are adjoining units owned by Unit 11, 12 Owner and Unit 13 Owner; and said Unit boundaries are hereby relocated and merged into Units 11 and 13 as shown on the Condominium Plat Addendum #7 set forth on Exhibit C attached hereto and incorporated herein by reference.
- B. As a result of the relocation and merger, the number of units declared within Point Cove Condominium shall be reduced to thirty-eight (38).
- C. As a result of the relocation and merger, the undivided interest in the common elements and rights to use the limited common elements for Unit 11 shall be 1/38th and Unit 13 shall be 1/38th.
- D. As a result of the relocation and merger, the voting rights in the Association appertaining to Unit 11 shall be 1/38th and Unit 13 shall be 1/38th.
- E. As a result of the relocation and merger, the allocation of the liability for common expenses and rights to common surpluses for Unit 11 shall be 1/38th and Unit 13 shall be 1/38th.
- F. As a result of the relocation and merger and despite the Unit percentage interests set forth above, general assessments for the community septic system shall be shared

equally among the owners of Units 1 through 17 inclusive, 19 through 32 inclusive, 34 through 36 inclusive and 38 through 40 inclusive and are estimated to be approximately \$100 per year for each Unit which is not connected to the system, and \$200 per year for Units that are connected to the system. The general assessments for the community septic system remain subject to change upon written notice from the Association.

- 2. Effective Date. The effective date of this Eighth Amendment shall be the date it is recorded in the Office of the Register of Deeds for Wood County, Wisconsin.
- 3. <u>Miscellaneous</u>. All terms not specifically defined herein shall have the same meaning as provided in the Declaration. Except as modified by this Eighth Amendment, the Declaration remains in full force and effect and is hereby ratified and approved for all purposes.

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

Unit 11 and 12 Owner:

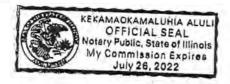
By: amy Laluli

STATE OF Illinois) so COUNTY OF DEKALD

Personally, came before me this 25Hday of March, 2022, the above-named AMY L ALULI to be the person who executed and acknowledged the foregoing instrument as an act by her authority.

Kekamaekamaluhia aluli PRINT NAME My Commission expires: 7/26/2022

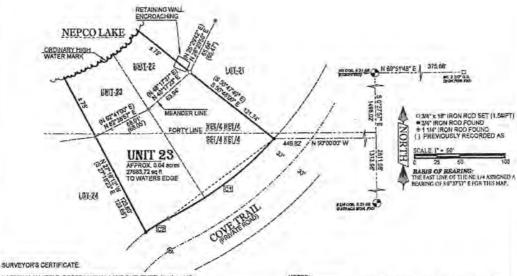
SEAL:



POINT COVE

CONDOMINIUM ADDENDUM #8

BEING ALL OF UNITS 22 AND 23 OF THE POINT COVE CONDOMINIUM ADDENDUM, LOCATED IN PART OF THE NEI/4 NEI/4 AND PART OF THE SEI/4 NEI/4 OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 6 EAST, TOWN OF SARATOGA, WOOD COUNTY, WISCONSIN.



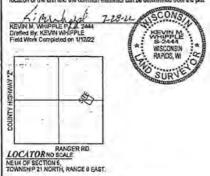
I, KEVIN M. WHIPPLE, PROFESSIONAL LAND SURVEYOR, hereby certify.

That I have surveyed and mapped this Condominium Plat being all of Unita 22 and 23 of the Point Cove Condominium Addendum Located in part of the NET/4 NET/4 and part of the EET/4 NET/4 (Section 6, Township 21 North, Range 6 East, Town of Savatoga, Wood Courty, Waccrain, subject to right-of-warp, edisements, restrictions and receivable or of record.

That I have made such survey at the direction of

SHARON ERONSON SHEEHAN 185 BUMMER HAVEN DR. WOODLAND FARK, CO 80863

That I have complied July with the provisions of Chapter 703 of the Wisconsin Statutes, Chapter A-E 7 of the Wisconsin Administrative Code, Wood Coursy Land Division Ordinance #701 and Ordinance #620 of the Town of Grand Rapids. That such map is a time and correct representation of the lands surveyed and the conformation described to the best of my knowledge and beliefs and that the identification and location of the unit and the common elements can be determined from the plat.



NOTE: Wood County Shoreland Zoning applies. Any structure(s), building(s), site disturbance, and/or development in the future shall be in accordance with Wood County Ominances \$700, \$704, and any other applicable regulations. Contact the Wood County Department of Planning and Zoning

NOTE: THIS SURVEY INTENDED TO INCLUDE THOSE LANDS LYING BETWEEN THE MEANDER LINE AND NEPCO LAKE

NOTE: ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LIKE OR NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED LINDER ARTICLE IX, SECTION 1 OF THE STATE CONSTITUTION.

| Id | Delta | Radius | Are Length | Chord | Ch Bear | PC Tangent | PTTangent |
|-----|-----------|------------------|------------|--------|---------------|--------------------------------|---------------|
| C1 | 22'1552' | 390 97 158 00 | 151.91 | 150,95 | 5 52'49'26" W | S 41'41'30" W N 53'17'20" E | S 63'57'ZZ" W |
| REC | 10'49'52" | ATA | 29.57 | | N 58*34'21" E | | |

| BADGER - LAND SURVEY, LLC 2510 WEST GRAND AVE | PRONE: (715) 424 - 9900 FAX: (715) 424 - 9901 B-MAIL: bloom-ry@extense www.bodged.mbdomey.com | PRODUCTOR SHARON BRONSON SHEEHAN 185 SUMMER HAVEN DR. WOODLAND PARK, CO 80863 | |
|---|--|---|---|
| C) 2021, BADGER-LAND BURVEY, LLC | CONTRACTOR CONTRACTOR AND APPLICATIONS, TO | MA da cware | yosa, 14022 |
| CONDOMINIU | M PLAT | Itils map COES or bransfer of p | NOT breaster property ownership. Sale reporty requires a recorded deed. |

ove Condominium is subject to a "Walver of Claims Agreement" recorded as ant No. 2011R03183 and a "Declaration and Agreement of Restrictive Covers d as Document No. 2011R03194.

The Declaration and Agreement of Restrictive Covenants recorded as Document No. 2011R03194 allow for no create sepac systems, holding tards only.

Point Cove Condominium is subject to a recorded Declaration of Restrictions for NEPCO Lake Dever's Association, loc., recorded as the following documents: Declarations - Document No. 2012R16807

Amended and Restrated - Document No. 2012R1683

2nd Amended and Restrated - Document No. 2014R03103

3nd Amended and Restrated - Document No. 2014R030303

4nd Amended and Restrated - Document No. 2014R030303

4th Amended and Restated - Document No. 2017R02489

Peint Cove Cendoninium is subject to a recorded Declaration of Condominium for Point Cave Condominium. Town of Santoga, Wood County, Wiscoresis, Including amendments recorded as the following documents:

Declaration - Document No. 2012R08477

Condominium Piet - Document No. 2012R08478

Filtra Amendment - Document No. 2012R08482

Section Amendment - Document No. 2012R08482

Section Amendment - Document No. 2012R08482

Tatal Amendment - Document No. 2012R08482

Tatal Amendment - Document No. 2014R02647

Tatal Amendment - Document No. 2014R02647

Tondominium Addensium - Document No. 2014R02648

Condominium Addensium - Document No. 2014R02659

Condominium Addensium - Document No. 2014R02659

Condominium Addensium 87 - Document No. 2014R02659

Condominium Addensium 87 - Document No. 2014R02659

Condominium Addensium 87 - Document No. 2014R02659

Condominium Addensium 87 - Document No. 2014R02659

Condominium Addensium 87 - Document No. 2014R02668

Condominium Addensium 87 - Document No. 2014R02680

Condominium Addensium 87 - Document No. 2014R02680

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Condominium Addensium 87 - Document No. 2014R02680

Condominium Addensium 87 - Document No. 2014R02680

Condominium Addensium 88 - Document No. 2014R0268

Utility Essement, underground and overhead, 2 in width, recorded as Document No. 2015/R1069 to Wisconsin Power and Light Company, Wood County Telephone Company, DBM, Solancy, Charlet Cable Pathers, LLC D/RIAV Charlet Communications and Wisconsin Ges LLC, D/BIAV We Energies.

| STATE OF WEICONSDI) | |
|---|----------------|
| COUNTY OF WOOD, | to demonstrate |
| The map a supervise of accountry with the | and could rear |
| Assessed the 25th day of July | 20 22 |
| 11 160 | |
| Art in lot !! | |
| WOOD COUNTY PLANNING AGENCY | - |
| FLAT REVIEW OFFICER | |



RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, ROBERT J BADER JR & KATHRYN M BADER currently owns the following Unit(s) in Point Cove Condominium:

UNIT 1

The undersigned hereby gives its consent to PETER MICHAEL SHEEHAN SHARON L BRONSON SHEEHAN, the owners of Unit 22 and 23, to combine the two (2) Units making one (1) singular Unit, that being Unit 23, moving forward, pursuant to the Declaration of Condominium for Point Cove Condominium and subsequent Amendments thereto.

DATE: May 17, 2022

ROBERT J BADER JR

KATHRYN M BADER

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, CHRISTOPHER YOUNG & GABRIELE YOUNG currently owns the following Unit(s) in Point Cove Condominium:

UNIT 2

The undersigned hereby gives its consent to PETER MICHAEL SHEEHAN SHARON L BRONSON SHEEHAN, the owners of Unit 22 and 23, to combine the two (2) Units making one (1) singular Unit, that being Unit 23, moving forward, pursuant to the Declaration of Condominium for Point Cove Condominium and subsequent Amendments thereto:

DATE: 125-22

y: / May

GABRIELE YOUN

RE:

Point Cove Condominium

Wood Co., Wisconsin

The undersigned, RICHARD NEUVILLE & GLORIANNE NEUVILLE currently owns the following Unit(s) in Point Cove Condominium:

UNIT 3

The undersigned hereby gives its consent to PETER MICHAEL SHEEHAN SHARON L BRONSON SHEEHAN, the owners of Unit 22 and 23, to combine the two (2) Units making one (1) singular Unit, that being Unit 23, moving forward, pursuant to the Declaration of Condominium for Point Cove Condominium and subsequent Amendments thereto.

DATE: 5/01/22

DICHADDNEIVILLE

By: Mumm

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, CRAIG A. VAN ASTEN & ERIN M. VAN ASTEN currently owns the following Unit(s) in Point Cove Condominium:

UNIT 4

The undersigned hereby gives its consent to PETER MICHAEL SHEEHAN SHARON L BRONSON SHEEHAN, the owners of Unit 22 and 23, to combine the two (2) Units making one (1) singular Unit, that being Unit 23, moving forward, pursuant to the Declaration of Condominium for Point Cove Condominium and subsequent Amendments thereto.

DATE: 4/28/2022

CRAIG A VAN ASTEN

ERIN M VAN ASTEN

RE: **Point Cove Condominium** Wood Co., Wisconsin

The undersigned, TADEUSZ JANKOWSKI currently owns the following Unit(s) in Point Cove Condominium:

UNIT 6

The undersigned hereby gives its consent to PETER MICHAEL SHEEHAN SHARON L BRONSON SHEEHAN, the owners of Unit 22 and 23, to combine the two (2) Units making one (1) singular Unit, that being Unit 23, moving forward, pursuant to the Declaration of Condominium for Point Cove Condominium and subsequent Amendments thereto.

April 23, 1022 April 23-22

KUNZ-Jankowski

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, JOHN RITCHAY & MARY RITCHAY currently owns the following Unit(s) in Point Cove Condominium:

UNIT 7

The undersigned hereby gives its consent to PETER MICHAEL SHEEHAN SHARON L BRONSON SHEEHAN, the owners of Unit 22 and 23, to combine the two (2) Units making one (1) singular Unit, that being Unit 23, moving forward, pursuant to the Declaration of Condominium for Point Cove Condominium and subsequent Amendments thereto.

DATE: 4/28/22

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, ARNE NESSA & FAYE NESSA currently owns the following Unit(s) in Point Cove Condominium:

UNIT 10

The undersigned hereby gives its consent to PETER MICHAEL SHEEHAN SHARON L BRONSON SHEEHAN, the owners of Unit 22 and 23, to combine the two (2) Units making one (1) singular Unit, that being Unit 23, moving forward, pursuant to the Declaration of Condominium for Point Cove Condominium and subsequent Amendments thereto.

DATE: 4-25-22

ARNE NESSA

FAYE NESSA

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, **JEROME R GEBERT REVOCABLE TRUST** currently owns the following Unit(s) in Point Cove Condominium:

UNIT 13

The undersigned hereby gives its consent to PETER MICHAEL SHEEHAN SHARON L BRONSON SHEEHAN, the owners of Unit 22 and 23, to combine the two (2) Units making one (1) singular Unit, that being Unit 23, moving forward, pursuant to the Declaration of Condominium for Point Cove Condominium and subsequent Amendments thereto.

DATE: 04/27/2022

JEROME R GEBERT REVOCABLE TRUST

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, **DSLS PROPERTIES LLC** currently owns the following Unit(s) in Point Cove Condominium:

UNIT 14

The undersigned hereby gives its consent to PETER MICHAEL SHEEHAN SHARON L BRONSON SHEEHAN, the owners of Unit 22 and 23, to combine the two (2) Units making one (1) singular Unit, that being Unit 23, moving forward, pursuant to the Declaration of Condominium for Point Cove Condominium and subsequent Amendments thereto.

DATE: 5/6/2027

DSLS PROPERTIES LLC

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, BILLIARD GALLERY INC currently owns the following Unit(s) in Point Cove Condominium:

UNIT 15

The undersigned hereby gives its consent to PETER MICHAEL SHEEHAN SHARON L BRONSON SHEEHAN, the owners of Unit 22 and 23, to combine the two (2) Units making one (1) singular Unit, that being Unit 23, moving forward, pursuant to the Declaration of Condominium for Point Cove Condominium and subsequent Amendments thereto.

DATE: 4/23/2022

BILLIARD GALLERY INC

RE:

Point Cove Condominium

Wood Co., Wisconsin

The undersigned, ROBERT B BARTECK & KRISTINE A BARTECK currently owns the following Unit(s) in Point Cove Condominium:

UNIT 16

The undersigned hereby gives its consent to PETER MICHAEL SHEEHAN SHARON L BRONSON SHEEHAN, the owners of Unit 22 and 23, to combine the two (2) Units making one (1) singular Unit, that being Unit 23, moving forward, pursuant to the Declaration of Condominium for Point Cove Condominium and subsequent Amendments thereto.

DATE: APril 23, 202

DODEDT P PARTECK

KRISTINE A BARTECK

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, CARL PROEDEL & STEFANIE ROEDEL currently owns the following Unit(s) in Point Cove Condominium:

UNIT 17

The undersigned hereby gives its consent to PETER MICHAEL SHEEHAN SHARON L BRONSON SHEEHAN, the owners of Unit 22 and 23, to combine the two (2) Units making one (1) singular Unit, that being Unit 23, moving forward, pursuant to the Declaration of Condominium for Point Cove Condominium and subsequent Amendments thereto

DATE: 4/25/22

By:

By: STEFANTE ROFDE

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, JASON J GRUSZYNSKI REVOCABLE TRUST & LYNETTE M GRUSZYNSKI REVOCABLE TRUST currently owns the following Unit(s) in Point Cove Condominium:

UNIT 19 & 39

The undersigned hereby gives its consent to PETER MICHAEL SHEEHAN SHARON L BRONSON SHEEHAN, the owners of Unit 22 and 23, to combine the two (2) Units making one (1) singular Unit, that being Unit 23, moving forward, pursuant to the Declaration of Condominium for Point Cove Condominium and subsequent Amendments thereto.

DATE: 4/23/22

JASON J CRUSZYNSKI REVOCABLE TRUST

LYNETTE M GRUSZYNSKI REVOCABLE TRUST

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, THOMAS J TRAYNOR & KATHERINE TRAYNOR currently owns the following Unit(s) in Point Cove Condominium:

UNIT 20

The undersigned hereby gives its consent to PETER MICHAEL SHEEHAN SHARON L BRONSON SHEEHAN, the owners of Unit 22 and 23, to combine the two (2) Units making one (1) singular Unit, that being Unit 23, moving forward, pursuant to the Declaration of Condominium for Point Cove Condominium and subsequent Amendments thereto.

DATE: 5/13/22

THOMAS TRAYNOR

By: ____

KATHÉRINE TRAYNOR

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, ROBERT G CLARK JR & KIMBERLY A ST AUBIN CLARK currently owns the following Unit(s) in Point Cove Condominium:

UNIT 21

The undersigned hereby gives its consent to PETER MICHAEL SHEEHAN SHARON L BRONSON SHEEHAN, the owners of Unit 22 and 23, to combine the two (2) Units making one (1) singular Unit, that being Unit 23, moving forward, pursuant to the Declaration of Condominium for Point Cove Condominium and subsequent Amendments thereto.

DATE: 4/25/2Z

ROBERT G CLARK JR

KEMBERI V AST AURIN CLARK

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, PETER MICHAEL SHEEHAN & SHARON L BRONSON SHEEHAN currently owns the following Unit(s) in Point Cove Condominium:

UNIT 22 & 23

The undersigned hereby gives its consent to PETER MICHAEL SHEEHAN SHARON L BRONSON SHEEHAN, the owners of Unit 22 and 23, to combine the two (2) Units making one (1) singular Unit, that being Unit 23, moving forward, pursuant to the Declaration of Condominium for Point Cove Condominium and subsequent Amendments thereto.

DATE: 4-28-22

PETER MICHAEL SHEEHAN

SHARON L BRONSON SHEEHAN

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, PAUL J O'DONNELL currently owns the following Unit(s) in Point Cove Condominium:

UNIT 24

The undersigned hereby gives its consent to PETER MICHAEL SHEEHAN SHARON L BRONSON SHEEHAN, the owners of Unit 22 and 23, to combine the two (2) Units making one (1) singular Unit, that being Unit 23, moving forward, pursuant to the Declaration of Condominium for Point Cove Condominium and subsequent Amendments thereto.

DATE:

Bvz

IL JO DONNELL

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, **BERGERON LIVING TRUST** currently owns the following Unit(s) in Point Cove Condominium:

UNIT 25

The undersigned hereby gives its consent to PETER MICHAEL SHEEHAN SHARON L BRONSON SHEEHAN, the owners of Unit 22 and 23, to combine the two (2) Units making one (1) singular Unit, that being Unit 23, moving forward, pursuant to the Declaration of Condominium for Point Cove Condominium and subsequent Amendments thereto.

DATE: 4/25/22

BERGERON LIVING TRUST

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, KEVIN J WALLESER & JENNIFER WALLESER currently owns the following Unit(s) in Point Cove Condominium:

UNIT 26

The undersigned hereby gives its consent to PETER MICHAEL SHEEHAN SHARON L BRONSON SHEEHAN, the owners of Unit 22 and 23, to combine the two (2) Units making one (1) singular Unit, that being Unit 23, moving forward, pursuant to the Declaration of Condominium for Point Cove Condominium and subsequent Amendments thereto.

DATE

By:

KEVIN J WALLESER

By:

JENNIFER WALLESER

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, RIVER CITY CONSTUCTION WI LLC currently owns the following Unit(s) in Point Cove Condominium:

UNIT 27

The undersigned hereby gives its consent to PETER MICHAEL SHEEHAN SHARON L BRONSON SHEEHAN, the owners of Unit 22 and 23, to combine the two (2) Units making one (1) singular Unit, that being Unit 23, moving forward, pursuant to the Declaration of Condominium for Point Cove Condominium and subsequent Amendments thereto.

DATE: 5/24/22

100

RIVER CITY CONSTUCTION WILLC

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, GARY L HAHN & ROSEMARIE P HAHN currently owns the following Unit(s) in Point Cove Condominium:

UNIT 30

The undersigned hereby gives its consent to PETER MICHAEL SHEEHAN SHARON L BRONSON SHEEHAN, the owners of Unit 22 and 23, to combine the two (2) Units making one (1) singular Unit, that being Unit 23, moving forward, pursuant to the Declaration of Condominium for Point Cove Condominium and subsequent Amendments thereto.

DATE: 4/23/2022

CARVI HAHN

ROSEMARIE P HAHN

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, GARY KLEKER & MEREDITH KLEKER currently owns the following Unit(s) in Point Cove Condominium:

UNIT 31

The undersigned hereby gives its consent to PETER MICHAEL SHEEHAN SHARON L BRONSON SHEEHAN, the owners of Unit 22 and 23, to combine the two (2) Units making one (1) singular Unit, that being Unit 23, moving forward, pursuant to the Declaration of Condominium for Point Cove Condominium and subsequent Amendments thereto.

DATE: 4-26-2022

CADV VI EVED

MEREDITH KLEKER

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, **DAVID J ELLENBERGER & MEGAN N ELLENBERGER** currently owns the following Unit(s) in Point Cove Condominium:

UNIT 32

The undersigned hereby gives its consent to PETER MICHAEL SHEEHAN SHARON L BRONSON SHEEHAN, the owners of Unit 22 and 23, to combine the two (2) Units making one (1) singular Unit, that being Unit 23, moving forward, pursuant to the Declaration of Condominium for Point Cove Condominium and subsequent Amendments thereto.

DATE: 4/26/22

DAVID JELLENBERGER

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, DONALD E MEREDITH REVOCABLE TRUST & CHERIE A MEREDITH REVOCABLE TRUST currently owns the following Unit(s) in Point Cove Condominium:

UNIT 34 & 35

The undersigned hereby gives its consent to PETER MICHAEL SHEEHAN SHARON L BRONSON SHEEHAN, the owners of Unit 22 and 23, to combine the two (2) Units making one (1) singular Unit, that being Unit 23, moving forward, pursuant to the Declaration of Condominium for Point Cove Condominium and subsequent Amendments thereto.

DATE: 4/24/22

DONALD E MEREDITH

CHEDIE A MEDEDITU

CHERIE A MEREDITH

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, MICHAEL R MERCURIO & TAMMY M MERCURIO currently owns the following Unit(s) in Point Cove Condominium:

UNIT 36

The undersigned hereby gives its consent to PETER MICHAEL SHEEHAN SHARON L BRONSON SHEEHAN, the owners of Unit 22 and 23, to combine the two (2) Units making one (1) singular Unit, that being Unit 23, moving forward, pursuant to the Declaration of Condominium for Point Cove Condominium and subsequent Amendments thereto.

DATE: 4/28/22

MICHAEL R MERCURIO

By: TAMMY TAMERCURIC

RE: Point Cove Condominium Wood Co., Wisconsin

The undersigned, ANTHONY MERCURIO & WILLIAM MOY currently owns the following Unit(s) in Point Cove Condominium:

UNIT 38

The undersigned hereby gives its consent to PETER MICHAEL SHEEHAN SHARON L BRONSON SHEEHAN, the owners of Unit 22 and 23, to combine the two (2) Units making one (1) singular Unit, that being Unit 23, moving forward, pursuant to the Declaration of Condominium for Point Cove Condominium and subsequent Amendments thereto.

DATE: 5-2-22

ANTHONY MERCURIO

By: VULLIAM MOV

TENTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR POINT COVE CONDOMINIUM

TOWN OF SARATOGA, WOOD COUNTY, WISCONSIN

Document Number

Title of Document

Tx:4095737

2022R07332 TIFFANY R. RINGER WOOD COUNTY REGISTER OF DEEDS RECORDED ON 08/03/2022 03:26 PM RECORDING FEES 30.00 EXEMPT #: PAGES: 29

Record this document with the Register of Deeds

Name and Return Address:

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

(Parcel Identification Number)

TENTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR POINT COVE CONDOMINIUM

THIS TENTH AMENDMENT TO DECLARATION OF CONDOMINIUM for "Point Cove Condominium" ("Amendment") is made this 1st day of August, 2022 pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") and pursuant to Section 8 of the Declaration.

WITNESSETH:

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

WHEREAS, the Condominium was established pursuant to the Declaration of Condominium for Point Cove Condominium, Town of Saratoga, Wood County, Wisconsin, recorded on August 8, 2012 in the Office of the Register of Deeds for Wood County, Wisconsin as Document No. 2012R08477, as amended by the First Amendment to Declaration of Condominium recorded on August 17, 2012 as Document No. 2012R08832, as amended by the Second Amendment to Declaration of Condominium recorded on December 18, 2012 as Document No. 2012R13623, as amended by the Third Amendment to Declaration of Condominium recorded on May 1, 2014 as Document No. 2014R02947, as amended by the Fourth Amendment to Declaration of Condominium recorded on June 23, 2014 as Document No. 2014R04552, as amended by the Fifth Amendment to Declaration of Condominium recorded on July 12, 2018 as Document No. 2018R05650, as amended by the Sixth Amendment to Declaration of Condominium recorded on October 4, 2018 as Document No. 2018R08467, as amended by the Seventh Amendment to Declaration of Condominium recorded on November 7, 2019 as Document No. 2019R09428, as amended by the Eighth Amendment to Declaration of Condominium recorded on April 14, 2022 as Document No. 2022R03342, as amended by the Ninth Amendment to Declaration of Condominium recorded on July 29, 2022 as Document No. 2022R07131, (collectively, the "Declaration"); and

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

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

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

1. STATEMENT OF DECLARATION.

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

The Declarant hereby declares that it is the owner of the real property described on Exhibit A and as shown on Addendum #9 to the Condominium Plat of Point Cove Condominium attached hereto as Exhibit B, which are submitted to the condominium form of ownership as part of Point Cove Condominium as provided for in the Declaration, and which Expansion Property shall be conveyed, devised, leased, encumbered, used, improved and in all respects subject to the provisions, terms, conditions, covenants, restrictions and easements of the Declaration. All provisions hereof and the Declaration shall be deemed to run with the land described herein and shall constitute benefits and burdens to the Declarant, its successors, assigns, and to all parties hereafter having an interest in the Expansion Property.

PROPERTY DESCRIPTION.

The real estate described on Exhibit A and as shown on Addendum #9 to the Condominium Plat of Point Cove Condominium attached hereto as Exhibit B, are hereby annexed to Point Cove Condominium and are subject to the provisions of the Declaration. The land condominium Units in the Expansion Property are depicted on Addendum #9 to the Condominium Plat. The Unit designations, location, and perimeter boundaries are as shown on Addendum #9 to the Condominium Plat.

EFFECT OF THE AMENDMENT.

Pursuant to the Declaration, thirty-eight (37) residential land condominium Units were declared. By this Amendment to the Declaration and as depicted herein, the number of land condominium Units to be added is nineteen (19) which are shown on Addendum #9 to the Condominium Plat. All provisions, restrictions, covenants, terms and conditions of the Declaration, the Articles of Incorporation, and By-Laws of Point Cove Condominium Owner's Association, Inc., and such restrictions, rules and regulations as may be promulgated thereunder shall be applicable to the Expansion Property and units hereby annexed to Point Cove Condominium.

By reason of this Amendment and the addition of nineteen (19) residential land condominium Units to Point Cove Condominium, as of the effective date the original Declaration is amended in the following respects:

3.1 Number.

There were originally fifty-nine (59) residential land condominium Units declared in Point Cove Condominium. By way of previous Amendments, two (2) of these Units (Unit numbers 18 and 37) have been merged with adjoining Units without reducing the total number of Units, one (1) of these Units (Unit number 22) has been merged with the adjoining Unit reducing

the total number by one (1) and two (2) of these Units (Unit numbers 12 and 33) have had the boundary relocated and merged into the two (2) adjoining units reducing the total number by two (2), and resulting in a total number of fifty-six (56) Units. Unit number 44 is being added to the Declaration and will be merged with Unit number 16, resulting in a total number of fifty-five (55) Units upon the recording of this Amendment.

3.2 Percentage of Interest.

Pursuant to Section 8(C) of the Declaration, the percentage of the undivided ownership interest in the common elements and facilities, and limited common elements and facilities appurtenant to each Unit and its owner, shall be determined by dividing the number one (1) by the number of Units declared, fifty-five (55).

3.3 Voting.

There are fifty-five (55) votes in the Association. Each unit shall be entitled to one vote at meetings of the Association, pursuant to the terms and conditions of the Declaration and By-Laws of the Association.

AMENDMENT.

The Condominium Plat for Point Cove Condominium is hereby amended by adding Addendum #9 to Point Cove Condominium Plat in the form attached hereto as Exhibit B and recorded herewith in the Condominium Plat records of Wood County.

EASEMENTS.

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

PROTECTIVE COVENANTS AND RESTRICTIONS.

Section 18 of the Declaration is hereby amended as follows with respect to the expansion Units (Units 41 through 59 inclusive):

The exterior of any structures built on Units 41, 42, 43 and 44 must be LP smart siding, cement board siding, James Hardie Hardie Plank, or similar siding subject to Architectural Control Committee ("ACC") approval. The windows for structures on Units 41, 42, 43 and 44 must be tan in color.

The exterior of any structures built on Units 45 through 59 inclusive must be cedar, log, LP smart siding, cement board siding, James Hardie HardiePlank, or similar siding subject to ACC approval. The windows for structures on Units 45 through 59 inclusive do not have to be tan in color but must be pre-approved by the ACC.

The Declarant has constructed community septic systems that are located in the common areas to service Units 41 through 59 inclusive, together with previously platted Units. As a result of this amendment these community septic systems service the units as follows: System 1 services Units 1 through 11 inclusive and 13; System 2 services Units 14, 15, 16, 17, 19, 39 through 43 inclusive and 45 through 50 inclusive; System 3 services Units 20, 21, 23 through 28 inclusive, 51, 52, 53, 54, 58 and 59; System 4 services Units 29, 30, 31, 32, 34, 35, 36, 38 55, 56 and 57. General and Special Assessments associated with the operation and maintenance of the community septic systems shall be shared pro rata among the Unit owners. General Assessments for the community septic systems are estimated to be approximately \$100 per year for each Unit which is not connected to the system, and \$200 per year for Units that are connected to the system. The General Assessments for the community septic systems are subject to change upon written notice from the Association.

Number of bedrooms: Dwellings erected on Units 41, 42, 43 and 45 through 58 inclusive shall not have more than two (2) bedrooms.

7. TERMINATION AND RELEASE OF COVENANTS, CONDITIONS AND RESTRICTIONS

The Lands described on Exhibit C attached hereto, which are the remaining portions of the originally declared Expansion Lands including the Planned Future Units and Future Common Areas as described in the Declaration and depicted on the Condominium Plat and Addenda are hereby released and forever discharged from the Declaration and the Declaration is hereby terminated and of no further force and effect as to such land. The land described on Exhibit C are no longer encumbered or subject to the Point Cove Condominium Declaration and Plat.

8. EFFECT.

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

9. CERTIFICATION.

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

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

GREAT NORTHERN TIMBER COMPANY, LLC

STATE OF WISCONSIN

)SS

JUNEAU COUNTY

Personally came before me this 1st day of August, 2022, the above named Brad Pavloski being a member of Great Northern Timber Company, LLC, a Wisconsin limited liability company, to me known to be the person who executed and acknowledged the foregoing instrument as an act of the limited liability company by its authority.

Christopher J Renner

Notary Public - State of Wisconsin

My commission expires: 23 January, 2026

NOTARY NEW WISCONSTITUTED OF W

This instrument was drafted by:

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

EXHIBIT A LEGAL DESCRIPTION OF EXPANSION PROPERTY

Part of Lot 3 of Wood County Certified Survey Map number 9488 as recorded in Volume 33 of Survey Maps on Page 188 as Document number 2012R07688. Located in the Northwest Quarter of the Northwest Quarter of the Northeast Quarter of the Northeast Quarter, the Southeast Quarter of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin, more particularly described as follows;

Commencing at the East Quarter corner of said Section 6, thence N 00°37'34" W along the East line of the Southeast Quarter of the Northeast Quarter of said Section 6 a distance of 990.32 feet, thence N 89°58'15" W a distance of 196.01 feet to the POINT OF BEGINNING, thence S 00°37'34" E a distance of 55.40 feet, thence S 00°49'57" W a distance of 50.95 feet, thence S 31°34'06" W a distance of 30.14 feet, thence S 68°54'11" W a distance of 30.16 feet, thence N 89°56'44" W a distance of 127.82 feet to the East line of the common area of Point Cove Condominium Addendum, thence S 00°37'34" E along said East line a distance of 25.33 feet to a Southeast corner thereof, thence N 89°56'44" W along the South line of said common area a distance of 289.71 feet to a Southerly corner thereof and a non-tangent curve to the left which has a radius of 142.00 feet, a delta angle of 26°44'56" and a chord that bears S 13°25'44" W a distance of 65.69 feet, thence along the arc of said curve a distance of 66.29 feet, thence S 00°03'16" W a distance of 30.76 feet to the North right-of-way line of SouthShore Drive, thence N 89°56'44" W along said North right-of-way line a distance of 769.46 feet to a curve to the right which has a radius of 367.00 feet, a delta angle of 13°05'24" and a chord that bears N 83°24'02" W a distance of 83.66 feet, thence along said North right-of-way line and the arc of said curve a distance of 83.85 feet to a Southeasterly corner of the common area of Point Cove Condominium Addendum #3, thence the following bearings and distances along said common area, N 18°18'12" E a distance of 58.94 feet to a curve to the left which has a radius of 233.00 feet, a delta angle of 3°14'13" and a chord that bears N 16°41'05.5" E a distance of 13.16 feet, thence along the arc of said curve a distance of 13.16 feet to a non-tangent curve to the left which has a radius of 133.00 feet, a delta angle of 38°34'08" and a chord that bears N 76°42'23" E a distance of 87.85 feet, thence along the arc of said curve a distance of 89.53 feet, thence N 57°25'19" E a distance of 166.43 feet, thence departing from the Southerly line of the common area of said Point Cove Condominium Addendum #3, N 16°56'05" W a distance of 68.54 feet to a Northerly corner of said common area, thence the following bearings and distances along said common area, S 57°25'19" W a distance of 184.91 feet to a curve to the right which has a radius of 67.00 feet, a delta angle of 37°39'05" and a chord that bears S 76°14'51.5" W a distance of 43.24 feet, thence along the arc of said curve a distance of 44.03 feet to a non-tangent curve to the left which has a radius of 233.00 feet, a delta angle of 26°01'03" and a chord that bears N 14°13'52.5" W a distance of 104.90 feet, thence along the arc of said curve a distance of 105.80 feet to a curve to the right which has a radius of 317.00 feet, a delta angle of 19°20'21" and a chord that bears N 17°34'13.5" W a distance of 106.49 feet, thence along the arc of said curve a distance of 107.00 feet, thence N 07°54'03" W a distance of 49.41 feet to a non-tangent curve to the left which has a radius of 40.00 feet, a delta angle of 20°17'47" and a chord that bears N 16°21'44.5" E a distance of 14.10 feet, thence along the arc of said curve a distance of 14.17 feet to a Southerly corner of Unit 36 of Point Cove Condominium Addendum #5, thence the following bearings and distances along said Unit 36, N 65°07'35" E a

distance of 86.43 feet, thence N 82°26'48" E a distance of 24.18 feet, thence N 35°16'46" E a distance of 72.45 feet to a meander line of Nepco Lake, thence departing from said Unit 36, S 02°27'24" W along said meander line a distance of 104.62 feet, thence S 26°18'45" E along said meander line a distance of 80.52 feet, thence N 42°23'14" E along said meander line a distance of 114.84 feet to a meander corner on the Westerly line of Unit 35 of said Point Cove Condominium Addendum #3, thence S 24°35'24" E along the westerly line of said Unit 35 a distance of 47.54 feet to a Southwesterly corner thereof, thence S 60°19'54" E along the westerly line of said Unit 35 a distance of 52.32 feet to the Southerly corner thereof, the Westerly line of the common area of said Point Cove Condominium Addendum #3 and a non-tangent curve to the left which has a radius of 40.00 feet, a delta angle of 43°30'48" and a chord that bears S 12°32'39" E a distance of 29.65 feet, thence the following bearings and distances along said common area and the arc of said curve a distance of 30.38 feet, thence S 00°06'39" W a distance of 38.69 feet to a non-tangent curve to the left which has a radius of 183.00 feet, a delta angle of 22°18'00" and a chord that bears S 68°34'19" W a distance of 70.78 feet, thence along the arc of said curve a distance of 71.22 feet. thence departing from the Northerly line of the common area of said Point Cove Condominium Addendum #3, S 16°56'05" E a distance of 68.54 feet to a Southerly corner of said common area, thence the following bearings and distances along said common area, S 32°34'41" E a distance of 57.73 feet, thence S 59°44'56" E a distance of 7.35 feet, thence S 84°29'25" E a distance of 80.36 feet, thence N 90°00'00" E a distance of 80.00 feet, thence N 84°28'10" E a distance of 76.21 feet, thence N 62°42'44" E a distance of 53.28 feet to a Southerly corner of Unit 29 of said Point Cove Condominium Addendum #3, thence the following bearings and distances along said Unit 29 and continuing N 62°42'44" E a distance of 51.51 feet, thence N 28°08'57" E a distance of 65.76 feet. thence N 00°00'00" W a distance of 84.51 feet to a meander line of Nepco Lake, thence departing from said Unit 29, N 90°00'00" E along said meander line a distance of 10.00 feet to the West line of Unit 28 of said Point Cove Condominium Addendum, thence the following bearings and distances along said Unit 28, S 00°00'00" E a distance of 24.47 feet, thence S 51°45'55" E a distance of 219.34 feet to a Westerly corner of the common area of said Point Cove Condominium Addendum and a non-tangent curve to the right which has a radius of 499.16 feet, a delta angle of 5°16'26" and a chord that bears S 24°09'59" W a distance of 45.93 feet, thence the following bearings and distances along said common area and the arc of said curve a distance of 45.95 feet, thence S 63°11'49" E a distance of 66.00 feet, thence S 89°56'44" E a distance of 289.71 feet, thence N 00°37'34" W a distance of 168.19 feet, thence N 89°58'15" W a distance of 233.86 feet to a non-tangent curve to the left which has a radius of 565.16 feet, a delta angle of 9°07'48" and a chord that bears N 04°16'19" E a distance of 89.96 feet, thence along the arc of said curve a distance of 90.06 feet to a curve to the right which has a radius of 92.00 feet, a delta angle of 64°16'52" and a chord that bears N 31°50'51" E a distance of 97.89 feet, thence along the arc of said curve a distance of 103.22 feet to a curve to the left which has a radius of 456.92 feet, a delta angle of 46°14'53" and a chord that bears N 40°51'50.5" E a distance of 358.88 feet, thence along the arc of said curve a distance of 368.82 feet to a curve to the left which has a radius of 233.00 feet, a delta angle of 32°34'08" and a chord that bears N 01°27'20" E a distance of 130.67 feet, thence along the arc of said curve a distance of 132.44 feet to a curve to the right which has a radius of 67.00 feet, a delta angle of 111°52'36" and a chord that bears N 41°06'34" E a distance of 111.01 feet, thence along the arc of said curve a distance of 130.83 feet to a curve to the left which has a radius of 233.00 feet, a delta angle of 47°57'41" and a chord that bears N 73°04'01.5" E a distance of 189.40 feet, thence along the arc of said curve a distance of 195.04 feet, thence N 49°05'11" E a distance of 159.59 feet, thence N 40°54'49" W a distance of 66.00

feet, thence S 49°05'11" W a distance of 159.59 feet to a curve to the right which has a radius of 167.00 feet, a delta angle of 47°57'41" and a chord that bears S 73°04'01.5" W a distance of 135.75 feet, thence along the arc of said curve a distance of 139.79 feet to a curve to the left which has a radius of 133.00 feet, a delta angle of 111°52'36" and a chord that bears S 41°06'34" W a distance of 220.36 feet, thence along the arc of said curve a distance of 259.70 feet to a curve to the right which has a radius of 167.00 feet, a delta angle of 30°39'52" and a chord that bears S 00°30'12" W a distance of 88.31 feet, thence along the arc of said curve a distance of 89.38 feet to the Northeast corner of Unit 20 of said Point Cove Condominium Addendum, thence N 68°37'14" W along the Northerly line of said Unit 20 a distance of 146.18 feet to a meander line of Nepco Lake, thence departing from said Unit 20 the following bearings and distances along said meander line, N 13°23'34" W a distance of 96.17 feet, thence N 12°31'19" W a distance of 95.18 feet, thence N 37°01'44" E a distance of 82.04 feet, thence N 25°44'07" E a distance of 79.23 feet, thence N 34°35'06" E a distance of 81.15 feet, thence N 49°31'33" E a distance of 89.59 feet, thence N 32°25'55" E a distance of 26.05 feet to the South line of Unit 15 of said Point Cove Condominium Addendum, thence N 10°06'28" E a distance of 108.65 feet to the North line of Unit 14 of said Point Cove Condominium Addendum, thence N 25°58'07" W a distance of 57.17 feet, thence N 44°38'55" W a distance of 60.60 feet, thence N 43°28'46" W a distance of 78.66 feet to a meander corner on the West line of Lot 3 of Wood County Certified Survey Map number 9488, thence departing from said meander line N 32°53'46" E along the West of said Lot 3 a distance of 57.06 feet to the South line of the common area of Point Cove Condominium and a non-tangent curve to the right which has a radius of 19.00 feet, a delta angle of 52°09'07" and a chord that bears N 82°51'40.5" E a distance of 16.70 feet, thence the following bearings and distances along the South line of said common area and the arc of said curve a distance of 17.29 feet to a curve to the right which has a radius of 84.00 feet, a delta angle of 3°19'40" and a chord that bears S 69°23'56" E a distance of 4.88 feet, thence along the arc of said curve a distance of 4.88 feet to a curve to the right which has a radius of 457.07 feet, a delta angle of 17°14'27" and a chord that bears S 59°06'52.5" E a distance of 137.02 feet, thence along the arc of said curve a distance of 137.54 feet to a curve to the left which has a radius of 336.00 feet, a delta angle of 18°27'39" and a chord that bears S 59°43'28.5" E a distance of 107.79 feet, thence along the arc of said curve a distance of 108.26 feet to a curve to the right which has a radius of 19.00 feet, a delta angle of 84°20'30" and a chord that bears S 26°47'03" E a distance of 25.51 feet, thence along the arc of said curve a distance of 27.97 feet, thence S 15°23'12" W a distance of 0.05 feet to a curve to the left which has a radius of 216.00 feet, a delta angle of 0°49'18" and a chord that bears S 14°58'33" W a distance of 3.10 feet, thence along the arc of said curve a distance of 3.10 feet to the Northeast corner of Unit 14 of said Point Cove Condominium Addendum, thence S 71°58'46" W along the North line of said Unit 14 a distance of 159.58 feet to a meander line of Nepco Lake, thence S 10°06'28" W along said meander line a distance of 108.65 feet to the South line of Unit 15 of said Point Cove Condominium Addendum, thence S 72°24'25" E along the South line of said Unit 15 a distance of 117.59 feet to a Southerly corner thereof, thence N 88°12'25" E along the South line of said Unit 15 a distance of 100.87 feet to the Southeast corner thereof and a Southerly corner of the common area of Point Cove Condominium, thence N 51°36'33" E along the South line of said common area a distance of 24.27 feet to a Southerly corner thereof and a Southerly corner of the common area of Point Cove Condominium Addendum, thence the following bearings and distances along said common area, N 45°17'12" E a distance of 52.50 feet, thence N 35°27'31" E a distance of 56.67 feet, thence N 24°58'36" E a distance of 50.43 feet to the Southwest corner of Unit 16 of said Point Cove Condominium Addendum, thence S 73°46'32" E

along the South line of said Unit 16 a distance of 178.24 feet to the Southeast corner thereof, the Westerly line of the common area of Point Cove Condominium and a non-tangent curve to the right which has a radius of 267.00 feet, a delta angle of 37°30'02" and a chord that bears S 30°20'10" W a distance of 171.65 feet, thence the following bearings and distances along said common area and the arc of said curve a distance of 174.76 feet, thence S 49°05'11" W a distance of 59.14 feet, thence S 40°54'49" E a distance of 182.78 feet to a curve to the right which has a radius of 1967.00 feet, a delta angle of 2°46'09" and a chord that bears S 39°31'44.5" E a distance of 95.06 feet, thence along the arc of said curve a distance of 95.07 feet, thence S 38°08'40" E a distance of 11.72 feet, thence departing from the common area of said Point Cove Condominium, S 47°20'10" W a distance of 79.32 feet, thence S 50°04'24" W a distance of 50.51 feet, thence S 68°25'07" W a distance of 46.75 feet, thence S 84°45'20" W a distance of 59.45 feet, thence S 75°34'11" W a distance of 81.80 feet, thence S 60°03'17" W a distance of 81.80 feet, thence S 44°32'23" W a distance of 81.80 feet, thence S 29°01'29" W a distance of 81.80 feet, thence S 13°30'35" W a distance of 81.80 feet, thence S 02°00'18" E a distance of 81.80 feet, thence S 17°31'12" E a distance of 81.80 feet, thence S 30°46'35" E a distance of 58.02 feet, thence S 00°37'34" E a distance of 58.66 feet to the POINT OF BEGINNING.

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

EXHIBIT B ADDENDUM TO CONDOMINIUM PLAT

(See attached)

Point Cove

condominium addendum #9

Part of Lot 3 of Wood County Certified Survey Map number 9488 as recorded in Volume 33 of Survey Maps on Page 188 as Document number 2012R07688. Located in the Northwest Cuarter of the Northwest Quarter of Section 5 and the Northeast Quarter of the Northeast Quarter, the Southeast Quarter of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 8 East, Town of Saratoga, Wood County, Misconsin.



COUNTY OF WOOD:

The County of Wood does hereby certify that this addendum to the Condominium Plot of Point Cove be and hereby is approved in compliance with Chapter 701.04(5) of the Wood County Land Subdivision Ordinance \$701.

Date: .____ Plat Review Officer

PROFESSIONAL LAND SURVEYOR'S CERTIFICATE:

I, Christopher J. Renner, hereby certify that I om a Professional Land

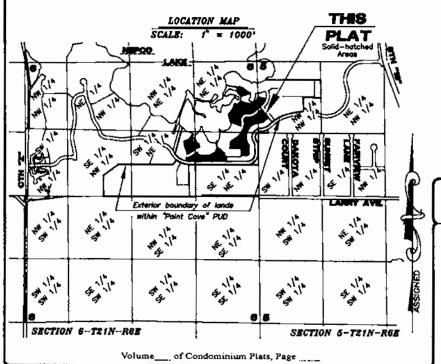
I, Christopher V. Nature, Indiana, Provisions of Chopter 703 of the Surveyor; and That I have fully compiled with the provisions of Chopter 703 of the Wisconsin State Statues, Chapter A—E 7 of the Wisconsin Administrative Code, Wood County Land Subdivision Ordinance \$701, the Yourn of Saratoga Building Code Ordinance No. 9—7—16A and the Town of Saratoga Zoning Ordinance No.

Code Ordinance No. 9-7-15A and the Town of Sarataga Zoning Ordinance No. 04-20-15; and That I have surveyed and mapped the property described and shown upon these sheets of these Condominium Plot at the direction of Brad Pavloeti, member of Great Northern Timber Company, LLC, declarant and owner; and That sold plot is a true and correct representation of the lands surveyed and the condominium described, to the best of my knowledge and belief; and That the identification and location of each unit and the common element can be determined from the plot.

Revised: 1 August, 2022

Christopher J. Renner PLS No. 2441

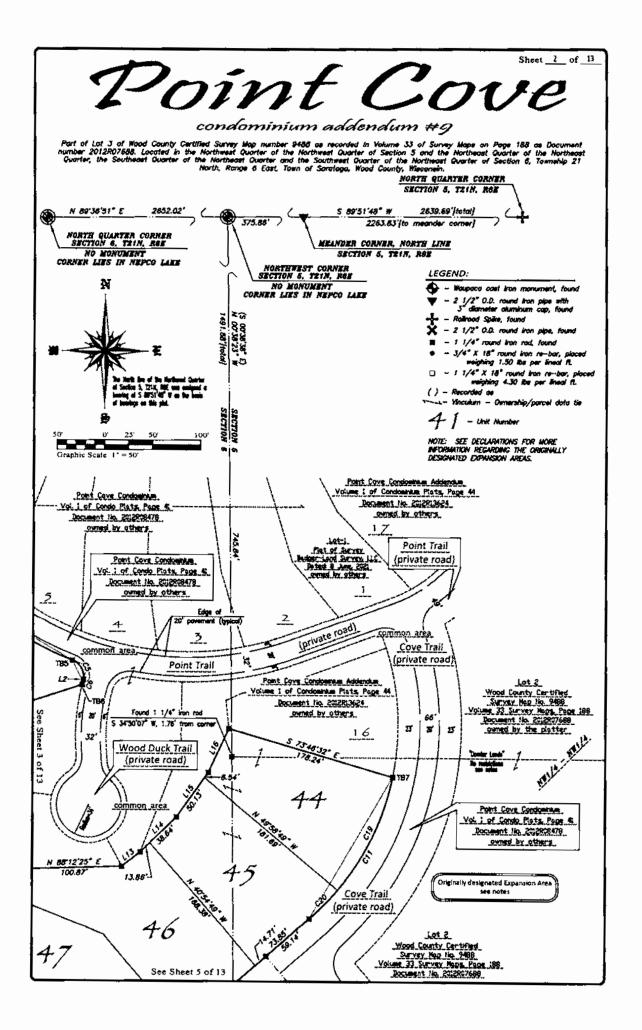
| | Line Data Toble | |
|--------|-----------------|----------|
| Number | Direction | Distance |
| Lf | N 32'53'46 E | 107'± |
| 12 | 5 !5'23'12" W | 0.05 |
| W | N 43'28'46" W | 78.66 |
| L4 | N 44'38'55" W | 60.60 |
| 1.5 | N 25'58'07' W | 57.17' |
| L6 | N 32'25'55" E | 28.05 |
| 4.7 | N 49"31"33" E | 89.59' |
| L8 | N 34'35'06 E | 81.15 |
| 19 | N 25'44'07" E | 79.23' |
| L10 | N 3701'44" E | 82.04 |
| LĪĪ | N 1231'19" W | 95.18' |
| 1.12 | N 1523'34" W | 96.17 |
| L13 | N 51'36'33" E | 24.27 |
| L14 | N 451712 E | 52.50' |
| L15 | N 352731 E | 56.67 |
| L16 | N 24'58'36" E | 50.43 |
| 417 | N 40'34'49" W | 56.04 |
| L18 | N 90'00'00" E | 10.00 |
| L19 | 5 00'03'18" W | 30.76 |
| 120 | S 00'03'18" W | 30.76 |
| L21 | 5 59'44'56" E | 7.35 |
| 122 | N 0754'03" W | 69.61 |
| 123 | N 82'26'48" E | 24.18 |
| 1.24 | 5 02'27'24" W | 104.62 |
| L25 | S 25"18"45" E | 80.52 |
| L26 | N 42'23'16" E | 114.84 |
| 127 | S 60"19"54" E | 52.32 |
| 1.28 | S 00"06"39" W | 38.52 |
| 1.29 | S 50'04'24" W | 50.51 |
| L30 | 5 68 25'07" W | 48.75 |
| L31 | S 84'45'20" W | 59.45° |
| L32 | S 00'49'57" W | 50.95 |
| LJJ | 5 31'34'06' W | 30.14" |
| L34 | S 5854'11" W | 30.15 |
| | | |



Note: Wood County Shoreland and Floodplain Zoning apply. Any structure(s), building(s), site structure(s), building(s), after disturbance and/or developme in the future shall be in accordance with Wood County Ordinances \$70.3, \$70.4 and other applicable regulations. Contact the Wood County Department of Planning and Zaning.

Fieldwork completed: 14 July, 2022 Field Book Re Page Re

Great Northern Timber Company LLC P.O. 8ox 1027 Wisconsin Rapids, Wi. 54495-1027





Point Cove

condominium addendum #9

Part of Lot 3 of Wood County Certified Survey Map number 9488 as recorded in Volume 33 of Survey Maps on Page 188 as Document number 2012/R07688. Located in the Northwest Quarter of the Northwest Quarter of Section 5 and the Northwest Quarter of the Northwest Quarter of Section 6, Township 21 North, Ronge 6 East, Town of Sentings. Wood County, Wisconsin.

LEGEND:

🚱 -- Woupaca cost iron monument, found

▼ - 2 1/2" C.D. round iron pipe with 3" diameter aluminum cap, found

- Roilroad Spille, found

💢 - 2 1/2" O.D. round iron pipe, found

E - 1 1/4" round iron red, found

 3/4" X 18" round iron re-bar, placed weighing 1.50 Re per lined ft.

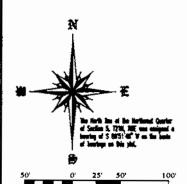
 1 1/4" X 18" round iron re-box, placed weighing 4.30 file per lined ft.

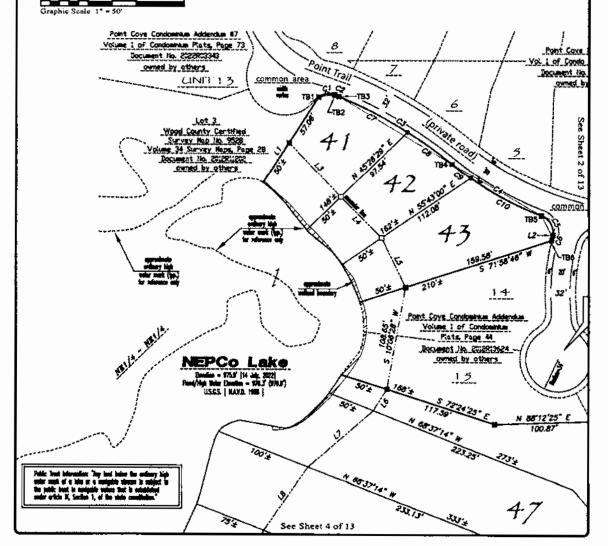
() - Recorded as

------ Vinculum -- Ownership/porcel data tie

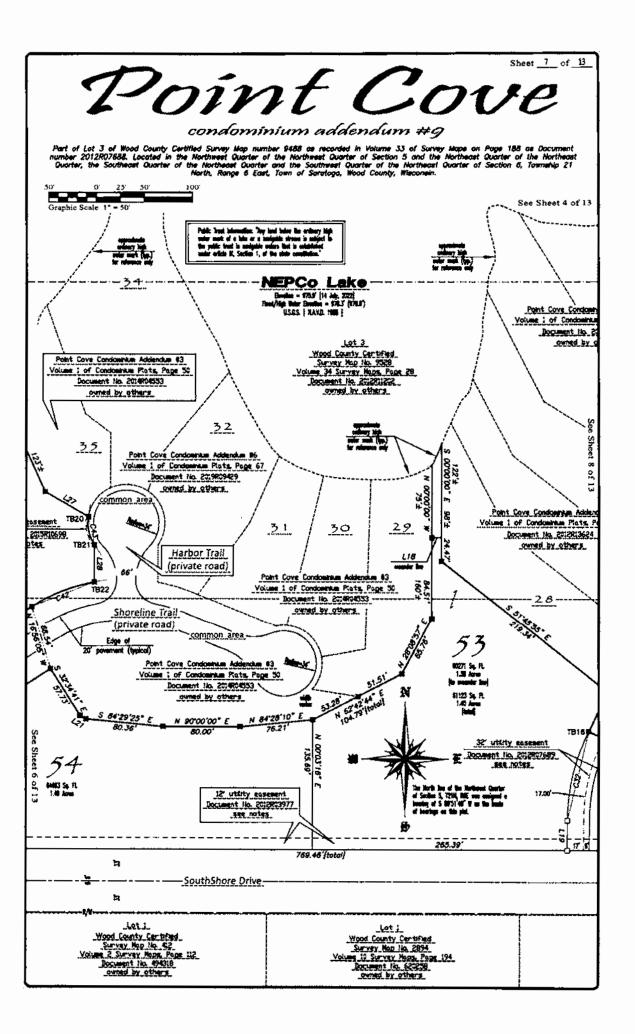
41 - Unit Member

NOTE: SEE DECLARATIONS FOR MORE INFORMATION REGARDING THE ORIGINALLY DESIGNATED EXPANSION AREAS.





Cove Trail

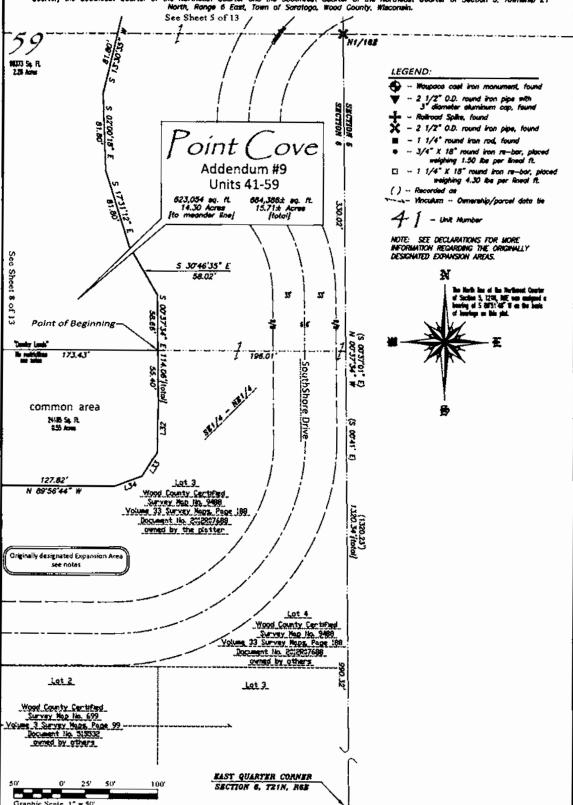


Sheet 9 of 13

Point Cove

condominium addendum #9

Part of Lot 3 of Wood County Certified Survey Map number 9468 as recorded in Volume 33 of Survey Maps on Page 188 as Document number 2012R07698. Located in the Northwest Quarter of the Northwest Quarter of Section 5 and the Northwast Quarter of the Northwest Quarter of Section 5. Township 21 North, Range 6 East, Town of Saratago, Wood County, Wisconsin.



Sheet _10 of _13

Point Cove

condominium addendum #9

Part of Lot 3 of Wood County Certified Survey Map number 9488 as recorded in Yolune 33 of Survey Mape on Page 188 as Document number 2012/R07688. Located in the Northwest Quarter of the Northwest Quarter of Section 5 and the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

LEGAL DESCRIPTION:

Part of Lot 3 of Wood County Certified Survey Map number 9488 as recorded in Volume 33 of Survey Maps on Page 188 as Document number 2012R07888. Located in the Northwest Quorter of the Northwest Quorter of Section 5 and the Northwest Quorter of the Northwest Quorter of the Northwest Quorter of the Northwest Quorter of the Northwest Quorter of the Northwest Quorter of Section 8, Township 21 North, Range 8 East, Town of Saratoga, Wood County, Wisconsin, more particularly described as follows:

as Document number 2012/07/888. Located in the Northwest Quorter of Northwest Quorter of the Northwest Quorter of Northwest Quorter thence N 89'38'15' W a distance of 233.86 feet to a non-tangent curve to the left which has a radius of 363.16 feet, a delta angle of 9'07'48' and a chard that bears N 04'16'19' E a distance of 89.96 feet, thence along the arc of sold curve delta angle of 9'0''48" and a chord that bears N 04''16''19" E a distance of 89.86 feet, thence along the arc of sold curve a distance of 90.06 feet to a curve to the right which has a radius of 92.00 feet, a delta angle of 64''16'32" and a chord that bears N 31'30'51" E a distance of 97.68 feet, thence along the arc of sold curve a distance of 103.22 feet to a curve to the left which has a radius of 450.92 feet, a delta angle of 46'14'53" and a chord that bears N 40'51'50.5" E a distance of 358.68 feet, thence along the arc of sold curve a distance of 358.68 feet, thence along the arc of sold curve a distance of 32'34'08" and a chord that bears N 01'27'20' E a distance of 130.67 feet, thence along the arc of sold curve a distance of 132.44 feet to a curve to the right which has a radius of 67.00 feet, a delta angle of 111'52'35" and a chord that bears N 11'27'20' E a distance of 67.00 feet, a delta angle of 111'32'35" and a chord that bears N 41'05'34" E a distance of 111.01 feet, thence along the arc of sold curve a distance of 158.40 feet, thence along the orc of sold curve a distance of 189.40 feet, thence along the orc of sold curve a distance of 189.54 feet, thence N 49'55'11' E a distance of 189.59 feet, thence N 49'55'11' W a distance of 189.59 feet, thence N 49'55'11' W a distance of 189.59 feet, thence shows this right which has a radius of 187.00 feet, a delta angle of 47'57'41' or w a distance of 189.59 feet, thence N 49'55'11' W a distance of 189.59 feet, thence of 189.59 feet, thence N 49'55'11' W a distance of 189.59 feet, thence shows this hour and that a delta angle of 47'57'41' or w a distance of 189.59 feet, thence N 49'55'11' W a distance of 189.59 feet, thence shows this shows the stance of 189.59 feet, thence shows the shows of 159.59 feet to a curve to the right which has a radius of 187.00 feet, a delta angle of 47.57'41" and a chord that

--- Continued on Sheet 11 of 13 ---

Pavloski Development Castle Rock Lake NEPCO Lake

Sheet 11 of 13

Point Cove

condominium addendum #9

Part of Lot 3 of Wood County Certified Survey Map number 9488 as recorded in Volume 33 of Survey Maps on Page 188 as Document number 2012R07688. Located in the Horthrest Quarter of the Northrest Quarter of Section 5 and the Horthrest Quarter of the Morthrest Quarter, the Southeast Quarter of the Horthrest Quarter of the Southrest Quarter of the Horthrest Quarter of Section 6, Township 21 North, Range 6 East, Tawn of Saratoga, Wood County, Wisconsin.

LEGAL DESCRIPTION:

--- Continued from Sheet 10 of 13 ---

bears S.73GA*01.5" W a distance of 133.75 feet, thence along the arc of each curve a distance of 139.79 feet to a curve to the left which how a modition of 133.00 feet, a debto angle of 11713"5" and a chord that bears \$ 4108'34" W a distance of 229.35 feet, thence olong the arc of each curve of distance of 229.70 feet to a curve to the right which has a radius of 167.00 feet, a debta angle of 5033"32" and a chord that bears \$ 00730"12" W a distance of 68.35 feet to the Northead corner of that 20 of each front Cove Condominium Addendum, thence N 6833"14" W along the Northeady line of each fluid to 161.85 feet to a meander line of 1820.0 feet, thence to 883.35 feet to the Northead corner of that 20 of each flow good manual and the control of 1820.0 feet to 1820.0 feet to 1820.0 feet to 1820.0 feet the Northead corner of that 20 of each flow good manual and the control of 1820.0 feet the new 1823'15" W a distance of 183.5 feet to 1820.0 feet the new 1823'13" W a distance of 183.5 feet to 1824.0" E a distance of 1820.0 feet that there is 2540.0" E a distance of 183.5 feet to 1824.0" E a distance of 1820.0 feet to 1820

including all lands tying between the boundary lines extended, the meander line and the ordinary high water mark of NEPCo Lake.

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

Pavloski Development Castle Rock Lake NEPCOL*ke

Point Cove

condominium addendum #9

Part of Lot 3 of Wood County Certified Survey Map number 9488 as recorded in Volume 33 of Survey Maps on Page 188 as Document number 2012/R07688. Located in the Northwest Quarter of the Northwest Quarter Section 5 and the Northwest Quarter of the Northwest Quarter of Section 6. Township 21 North, Runge 6 East, Town of Servings, Wood County, Wisconsin.

| | | | Data Table | | |
|--------|---------|------------|-----------------|---------|--------|
| Number | Rodius | Delta | Chard Bearing | Chord | Length |
| C1 | 19.00 | 52'09'07" | N 8231 40.5 E | 16.70 | 17.29 |
| CS. | 84.00 | 3'19'40 | 5 69°23′56° € | 4.85 | 4.88 |
| CJ. | 457.07 | 1714'27" | 5 59'08 52.5" E | 137.02 | 137.54 |
| C4 | 336.00 | 18'27'39" | 5 59'43'28.5" E | 197.79 | 105.25 |
| డ | 19.00 | 84'20'30" | \$ 26'47'00" E | 25.51' | 27.97 |
| C6 | 218.00 | 0'49'18" | S 14'58'33" W | 3.10 | 3.10 |
| £7 | 457.07 | 10'06'20" | S 62'40'56° € | 80.51 | 80.62 |
| Ć8 | 457.07 | 708'07" | 5 54 03 42.5 E | 56.88 | 56.92 |
| C9 | 336.00 | 41234 | 5 52 35 56 E | 24.58 | 24.69 |
| C10 | 336.00 | 14'15'05" | 5 61 49 45.5 E | 83.36 | 83.57 |
| CTT | 267.00 | 3730'02" | S 30'20'10" # | 171.85 | 174.76 |
| C12 | 1967.00 | 2'46'09" | 5 39'31'44.5" E | 95.06 | 95.07 |
| C13 | 233.00 | 475741 | N 7504'01.5" E | 189.40 | 195.04 |
| C14 | 167.00 | 47'57'41" | S 75'04'01.5" W | 135.75 | 139.79 |
| C15 | 133.00 | 111'52'36" | 5 41'06'34" W | 220.36 | 259.70 |
| C15 | 87.00 | 111'52'35 | N 41'06'34" E | 111.01 | 130.83 |
| Ç17 | 233.00 | 32'34'08" | N 01'27'20 E | 130.67 | 132.44 |
| C18 | 167.00 | 30'39'52" | S 00'30'12" W | 88.31' | 89.38 |
| C19 | 257.00 | 28'26'02" | S 25'48'10" W | 131.15 | 132.51 |
| C20 | 257.00 | 9'04'00" | 5 44'33'11" W | 42.21 | 42.25 |
| C21 | 167.00 | 13'30'37" | \$ 55'50'39.5 W | 39.30 | 39.39 |
| C22 | 167.00 | 34'25'44" | S 79'49'30' W | 98.89 | 100.40 |
| C23 | 133.00 | 40'51'43 | S 76'37'00.5" W | 92.86 | 94.85 |
| C24 | 133.00 | 36'08'04" | S 38'07'07" W | 82.50 | 83.88 |
| C25 | 133.00 | 34'52'49" | S 02'36'40.5" # | 79.72 | 80.97 |
| C26 | 167.00 | 1'28'53 | N 14'05'17.5" W | 1.32' | 4.J2* |
| C27 | 167.00 | 29'10'59" | S 01'14'38.5" W | 84.14 | 85.06 |
| C28 | 456.92 | 45 14 53" | N 40'51'50.5" E | 358.88 | 366.82 |
| C29 | 92.00 | 54'15'52" | N 31'50'51 E | 97.89 | 103.22 |
| cxo | 565.16" | 9'07'48 | N 04'16'19" E | 89.96 | 90.06 |
| C31 | 142.00 | 26'44'58" | \$ 13'25'44" W | 65.69 | 68.29 |
| C32 | 208.00 | 25'44'56" | S 13'25'44" W | 96.23 | 97.11 |
| C33 | 456.92 | 703'27" | N 21 16 07.5 E | 56.25 | 56.28 |
| G34 | 456.92 | 39"11"26" | N 44'23'34 E | 306.48 | 312.54 |
| C35 | 565.16 | 175759 | N 1749 12.5 E | 176.49 | 177.22 |
| CJB | 565.18 | 27'05'47" | N 13'15'18.5' E | 264.79 | 287.28 |
| 637 | 499.15 | 51625 | 5 24'09'59" W | 45.93 | 45.95 |
| CJ8 | 367.00' | 15'05'24" | N 83'24'02" W | 83.66 | 83.85 |
| C39 | 233.00 | 31413 | N 16'41'05.5" E | 13.18' | 13.16 |
| C40 | 133.00 | 38"34"08" | N 76'42'23" € | 87.85 | 89.53 |
| 641 | 67.00 | 3730'05" | 5 78'14'51.5 W | 43.24 | 44.03 |
| C42 | 183.00 | 22'18'00" | S 68 34 19" W | 70.78 | 71.22 |
| CAS | 40.00' | 43'30'48 | S 12'32'39" E | 29.55 | 30.38 |
| C44 | 233.00 | 26'01'03" | H 1413'32.5" W | 104.90' | 105.80 |
| C45 | 317.00 | 19'20'21" | N 1734 13.5 W | 106.49 | 107.00 |
| C46 | 40.00 | 2017'47 | N 1521 44.5 E | 14.10 | 14.17 |
| Ç47 | 233.00 | 1711'00" | N 09'48'51" W | 59.52 | 69.88 |
| C45 | 233.00' | 8'50'03" | N 22 49 22.5 W | 35.89 | 35.92 |
| C49 | 317.00 | 11'11'20" | N 21'38'44" W | 61.81 | 61.91 |
| C50 | 317.00 | 8'09'01" | N 11'58'33.5° W | 45.05 | 45.09 |

Pavloski Development Castle Rock Lake NEPCO Lake

| | Ü | nit Area Ta | ble | |
|---------|---------------|-------------|---------------|------------|
| Number | Area to Me | ander Line | Total A | reax |
| Unit 41 | 7142 Sq. FL | £14 Acres | NOTE SE PL | 024 Arms |
| Unit 42 | 7316 Sq. Pt. | £17 Acres | MATSH Se PL | 023 Acres |
| Unit 43 | 10000 Sq. Ft. | 525 Apres | 13340 St. R. | E31 Acres |
| Unit 44 | | | 1728 St R | OAC ACTO |
| Unit 45 | | | 1777 St. R. | 0.41 Aprel |
| Unit 46 | 24144 Se FL | 0.55 Acres | 2539 St. Pt. | \$55 Acres |
| Unit 47 | 29446 Sa. Ft. | GUIS Asses | 33411 St. Pt. | \$37 Apres |
| Unit 48 | 25420 S4 R. | 1.50 Arms | 37903 S4 PL | 0.75 Asset |
| Unit 49 | 96783 Se. FL | 14 AU | NIM SAR | AS Acres |
| UNIT 50 | 15265 St. Ft. | 0.35 Acres | 21541 Sa R | LO ACTE |
| Unit 31 | 14202 St. Ft. | سما لالنا | 21882 Sa. Pt. | 050 Acres |
| Unit 52 | 12874 Se. FL | Q.XD Acres | 20352 Se FL | Q.67 Acres |
| Unit 55 | 25561 Se FL | O.D. James | 32931 Se. Ft. | 0.76 Acres |
| Unit 56 | 15030 Sa. FL | 0.36 Apres | 18521 Sa. FL | 243 Aprel |
| Unit 57 | 141M St. R. | 0.33 Acres | HIE SE PL | 044 Acres |

| Tongen | t Bearing Table |
|--------|-----------------|
| Number | Bearing |
| TB1 | N 56 47 07 E |
| TB2 | S 71'03'46 E |
| 183 | S 67'44'06 E |
| 1184 | S 50'29'39 E |
| TB5 | S 88"57"18" E |
| TB6 | N 14'33'54 E |
| TB7 | S 11 35 02 W |
| YB8 | N 8257'08 W |
| JB3 | S 14'49'44' E |
| TB10 | 2 12.20.08 M |
| T911 | S 1744'24" W |
| TB12 | \$ 63'59'17" W |
| TB13 | \$ 00 1735 E |
| TB14 | S 08'50'13" W |
| TB15 | 5 21'31'45 W |
| 7B18 | S 26'48'12" W |
| TB17 | \$ 76'51'20' E |
| TB18 | S 15'03'59" W |
| TB19 | S 64'00'33 E |
| T820 | S 09 12 45 W |
| TB21 | 5 34'18'03" E |
| TB22 | S 70'43'19 W |
| 1823 | \$ 01"13"21" E |
| TB24 | N 84'55'36' W |
| TB25 | S 2714'24 E |
| TB26 | N 26'30'38 E |
| TB27 | N 08 12 51 E |

WISCONSIN ADMINISTRATIVE CODE WAIVER

| Νe, | the | undersign | Νď, | hereb | y ogree | to m | Me cer | toin rec | viremen | to of | chapt | er A-E | 7 0 |
|-----|-------|----------------------|-----|-------|-----------|------|---------|----------|-----------|-------|-------|----------|-----|
| the | odn | vini etrative | COL | fe of | the state | of | Miscons | in perta | nining to | mini | mum : | atondond | fo |
| pro | perty | SULVEYS. | The | mork | exchided | fron | r these | LEGUÉRE | mente li | 101 | noted | below: | |

| | A-E 7.01 SCOPE |
|----------|--|
| | A-E 7.02 PROPERTY SURVEY, DEFINITION . |
| | A-E 7.025 SURVEY REPORT, REQUIREMENTS |
| | A-E 7.03 SOUNDARY (DOLITON A-E 7.05(2) only select monumentation placed on about |
| | A-E 7.04 DESCRIPTIONS |
| 1 | A-E 7.05 MAPS A-E 7.05(5) only wellest monumentation placed as shown |
| | A-E 7.08 MEASUMEMENTS |
| Ð | A-E 7.07 MONUMENTS only select monumentation placed as shown |
| | A-E 7.08 U.S. PUBLIC LAND SURVEY MONUMENT RECORD |

Sheet 13 of 13

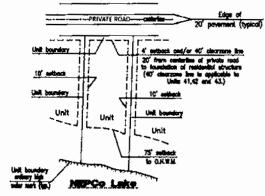
Point Cove

condominium addendum #9

Part of Lot 3 of Wood County Certified Survey Map number 9488 as recorded in Volume 33 of Survey Maps on Page 188 as Document number 2012/R07688. Located in the Northeast Quarter of the Northeast Quarter of Section 5 and the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 5 East, Town of Secretary, Wood County, Wisconsin.

TYPICAL BUILDING ENVELOPES AND SETBACKS

NOT TO SCALE

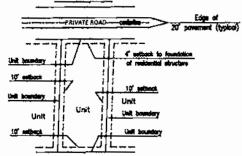


The building setbacks, as shown hereon are to the furthest extension of any portion of the residential structure constructed on any unit unless otherwise indicated.

(see notes pertaining to Units 53,54,58 and 59)

RESIDENTIAL STRUCTURE TYPICAL BUILDING ENVELOPES AND SETBACKS

NOT TO SCALE



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

(see nates pertaining to Units 53,54,58 and 59)

NOTES:

Point Cove Condominium is subject to a recorded Deciration of Restrictions for NEPCO Lake Owner's Association, Inc., recorded as the following documents: Deciration — Document no. 2012R09007 Amended and Restated — Doc. no. 2012R11083 2nd Amended and Restated — Doc. no. 2013R03108 3rd Amended and Restated — Doc. no. 2014R00300 4th Amended and Restated — Doc. no. 2017R02489

Point Cove Condominum is subject to a recorded Declaration of Condominium for Point Cove Condominium, Town of Saratoga, Wood County, Wisconein, incheding amendments recorded as the following documents:
Declaration — Document number 2012/R08477
Condominium Plat — Document number 2012/R08478
First Amendment — Document number 2012/R08323
Second Amendment — Document number 2012/R13623
Condominium Addendum — Document number 2012/R13624
Third Amendment — Document number 2014/R02947
Condominium Addendumf2 — Document number 2014/R02948
Fourth Amendment — Document number 2014/R04532
Condominium Addendumf3 — Document number 2014/R04553
Fifth Amendment — Document number 2018/R05650
Condominium Addendumf4 — Document number 2018/R05651
Sixth Amendment — Document number 2018/R05468
Seventh Amendment — Document number 2018/R0468
Seventh Amendment — Document number 2018/R09428
Condominium Addendumf5 — Document number 2019/R09429
Eighth Amendment — Document number 2022/R03342
Condominium Addendumf5 — Document number 2022/R03343
Ninth Amendment — Document number 2022/R03343
Ninth Amendment — Document number 2022/R03343
Ninth Amendment — Document number 2022/R03343
Condominium Addendumf6 — Document number 2022/R03343
Ninth Amendment — Document number 2022/R03343
Condominium Addendumf6 — Document number 2022/R03343
Condominium Addendumf6 — Document number 2022/R03343
Condominium Addendumf6 — Document number 2022/R03343
Condominium Addendumf6 — Document number 2022/R03343
Condominium Addendumf6 — Document number 2022/R03343

The Deciarant and its affiliates, and their successors and assigns, hereby reserve a permanent easement over and across all private roads and occess ways within Point Cove Condominium for the benefit of other lands owned or acquired by the Deciarant, its offiliates, and their successors and assigns. See Declarations for more information.

The remainder of the areas designated, shown and described on the plot of Point Core Condominium as Planned Future Unit, Future Common Area and Expansion Area have been released from the declaration.

Point Cave Condominium is subject to a "Wahrer of Claims Agreement" recorded as Document No. 2011R03193 and a "Declaration and Agreement of Restrictive Coverants" recorded as Document No. 2011R03194.

The Declaration and Agreement of Restrictive Covenants recorded as Document No. 2011R03194 in part, ollar for no on site septic systems, holding tanks only, on partions of this property. (shown as "Domtor Lande")

These units will be served by the existing private onsite wastewater instrument systems as shown on the Point Cove Condominium Plat, its addenda and as further defined in the Declaration.

12' Utility Easement, underground and overhead recorded as Document number 2012/R03977 to Wisconsin Power and Light Company; Wood County Telephone Company D/B/A Solarus; Charter Cable Partners, LLC D/B/A Charter Communications and Wisconsin Gas LLC, D/B/A We Energies.

Utility Easement, underground and overhead, typically 32 feet in width, recorded as Document number 2012R07689 to Wisconsin Power and Light Company; Wood County Telephone Company D/JA Solarus. Charter Coble Partners, LLC D/B/A Charter Communications and Wisconsin Gas LLC, D/B/A We Energies.

Utility Easement, underground and overhead, 2 feet in nidth, recorded as Document number 2015R10898 to Wisconsin Power and Light Company; Wood County Telephone Company D/B/A Solarus; Charter Coble Partners, LLC D/B/A Charter Communications and Wisconsin Gas LLC D/B/A We Eneraliss.

Units 53 and 54 shall maintain a 30' setback from the right—af—way of SouthShore Drive (town Road) per the Town of Soratoga Building Code.

Units 58 and 59 shall mointain a 25' rear yard setback per the Town of Saratoga Building Code.

The U.S. Public Land Survey Monuments as shown hereon, together with their witness ties were found and verified.

Pavloski Development Castle Rock Lake

EXHIBIT C LEGAL DESCRIPTION OF LANDS RELEASED FROM THE CONDOMINIUM DECLARATION AND PLAT

Lots 2, 3 and 4 of Wood County Certified Survey Map number 9488 as recorded in Volume 33 of Survey Maps on Page 188 as Document number 2012R07688. Located in the Northwest Quarter of the Northwest Quarter of the Northwest Quarter, the Southeast Quarter of the Northeast Quarter, the Southwest Quarter of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

EXCEPT:

Units 1 through 11 inclusive, 13 through 17 inclusive, 19, 20, 21, 23 through 32 inclusive, 34, 35, 36, 38, 39, 40 and the Common Areas of Point Cove Condominium established pursuant to the Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R08477 and Point Cove Condominium Plat as recorded in Volume 1 of Condominium Plats, Page 41 as Document number 2012R08478; amended by the First Amendment to Declaration of Condominium for Point Cove Condominium recorded as Document number 2012R08832; and amended by the Second Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012R13623 and Point Cove Condominium Addendum as recorded in Volume 1 of Condominium Plats, Page 44 as Document number 2012R13624; and amended by the Third Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2014R02947 and Point Cove Condominium Addendum #2 as recorded in Volume 1 of Condominium Plats, Page 49 as Document number 2014R02948; and amended by the Fourth Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2014R04552 and Point Cove Condominium Addendum #3 as recorded in Volume 1 of Condominium Plats, Page 50 as Document number 2014R04553; and amended by the Fifth Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2018R05650 and Point Cove Condominium Addendum #4 as recorded in Volume 1 of Condominium Plats, Page 65 as Document number 2018R05651; and amended by the Sixth Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2018R08467 and Point Cove Condominium Addendum #5 as recorded in Volume 1 of Condominium Plats, Page 66 as Document number 2018R08468; and amended by the Seventh Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2019R09428 and Point Cove Condominium Addendum #6 as recorded in Volume 1 of Condominium Plats, Page 67 as Document number 2019R09429; and amended by the Eighth Amendment to Declaration of Condominium for Point Cove Condominium recorded as Document number 2022R03342 and Point Cove Condominium Addendum #7 as recorded in Volume 1 of Condominium Plats, Page 73 as Document number 2022R03343; and amended by the Ninth Amendment to Declaration of Condominium for Point Cove Condominium recorded as Document number 2022R07131 and Point Cove Condominium Addendum #8 as recorded in Volume 1 of Condominium Plats, Page 74 as Document number 2022R07132;

ALSO EXCEPT:

Part of Lot 3 of Wood County Certified Survey Map number 9488 as recorded in Volume 33 of Survey Maps on Page 188 as Document number 2012R07688. Located in the Northwest Quarter of the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Southeast Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin, more particularly described as follows;

Commencing at the East Quarter corner of said Section 6, thence N 00°37'34" W along the East line of the Southeast Quarter of the Northeast Quarter of said Section 6 a distance of 990.32 feet, thence N 89°58'15" W a distance of 196.01 feet to the POINT OF BEGINNING, thence S 00°37'34" E a distance of 55.40 feet, thence S 00°49'57" W a distance of 50.95 feet, thence S 31°34'06" W a distance of 30.14 feet, thence S 68°54'11" W a distance of 30.16 feet, thence N 89°56'44" W a distance of 127.82 feet to the East line of the common area of Point Cove Condominium Addendum, thence S 00°37'34" E along said East line a distance of 25.33 feet to a Southeast corner thereof, thence N 89°56'44" W along the South line of said common area a distance of 289.71 feet to a Southerly corner thereof and a non-tangent curve to the left which has a radius of 142.00 feet, a delta angle of 26°44'56" and a chord that bears S 13°25'44" W a distance of 65.69 feet, thence along the arc of said curve a distance of 66.29 feet, thence S 00°03'16" W a distance of 30.76 feet to the North right-of-way line of SouthShore Drive, thence N 89°56'44" W along said North right-of-way line a distance of 769.46 feet to a curve to the right which has a radius of 367.00 feet, a delta angle of 13°05'24" and a chord that bears N 83°24'02" W a distance of 83.66 feet, thence along said North right-of-way line and the arc of said curve a distance of 83.85 feet to a Southeasterly corner of the common area of Point Cove Condominium Addendum #3, thence the following bearings and distances along said common area, N 18°18'12" E a distance of 58.94 feet to a curve to the left which has a radius of 233.00 feet, a delta angle of 3°14'13" and a chord that bears N 16°41'05.5" E a distance of 13.16 feet, thence along the arc of said curve a distance of 13.16 feet to a non-tangent curve to the left which has a radius of 133.00 feet, a delta angle of 38°34'08" and a chord that bears N 76°42'23" E a distance of 87.85 feet, thence along the arc of said curve a distance of 89.53 feet, thence N 57°25'19" E a distance of 166.43 feet, thence departing from the Southerly line of the common area of said Point Cove Condominium Addendum #3, N 16°56'05" W a distance of 68.54 feet to a Northerly corner of said common area. thence the following bearings and distances along said common area, S 57°25'19" W a distance of 184.91 feet to a curve to the right which has a radius of 67.00 feet, a delta angle of 37°39'05" and a chord that bears S 76°14'51.5" W a distance of 43.24 feet, thence along the arc of said curve a distance of 44.03 feet to a non-tangent curve to the left which has a radius of 233.00 feet, a delta angle of 26°01'03" and a chord that bears N 14°13'52.5" W a distance of 104.90 feet, thence along the arc of said curve a distance of 105.80 feet to a curve to the right which has a radius of 317.00 feet, a delta angle of 19°20'21" and a chord that bears N 17°34'13.5" W a distance of 106.49 feet. thence along the arc of said curve a distance of 107.00 feet, thence N 07°54'03" W a distance of 49.41 feet to a non-tangent curve to the left which has a radius of 40.00 feet, a delta angle of 20°17'47" and a chord that bears N 16°21'44.5" E a distance of 14.10 feet, thence along the arc of said curve a distance of 14.17 feet to a Southerly corner of Unit 36 of Point Cove Condominium Addendum #5, thence the following bearings and distances along said Unit 36, N 65°07'35" E a distance of 86.43 feet, thence N 82°26'48" E a distance of 24.18 feet, thence N 35°16'46" E a distance of 72.45 feet to a meander line of Nepco Lake, thence departing from said Unit 36, S 02°27'24" W along said meander line a distance of 104.62 feet, thence S 26°18'45" E along said meander line a distance of 80.52 feet, thence N 42°23'14" E along said meander line a distance of 114.84 feet to a meander corner on the Westerly line of Unit 35 of said Point Cove Condominium Addendum #3, thence S 24°35'24" E along the westerly line of said Unit 35 a distance of 47.54 feet to a Southwesterly corner thereof, thence S 60°19'54" E along the westerly line of said Unit 35 a distance of 52.32 feet to the Southerly corner thereof, the Westerly line of the common area of said Point Cove Condominium Addendum #3 and a non-tangent curve to the left which has a radius of 40.00 feet, a delta angle of 43°30'48" and a chord that bears \$ 12°32'39" E a distance of 29.65 feet, thence the following bearings and distances along said common area and the arc of said curve a distance of 30.38 feet, thence S 00°06'39" W a distance of 38.69 feet to a non-tangent curve to the left which has a radius of 183.00 feet, a delta angle of 22°18'00" and a chord that bears S 68°34'19" W a distance of 70.78 feet, thence along the arc of said curve a distance of 71.22 feet, thence departing from the Northerly line of the common area of said Point Cove Condominium Addendum #3, S 16°56'05" E a distance of 68.54 feet to a Southerly corner of said common area, thence the following bearings and distances along said common area, S 32°34'41" E a distance of 57.73 feet, thence S 59°44'56" E a distance of 7.35 feet, thence S 84°29'25" E a distance of 80.36 feet, thence N 90°00'00" E a distance of 80.00 feet, thence N 84°28'10" E a distance of 76.21 feet, thence N 62°42'44" E a distance of 53.28 feet to a Southerly corner of Unit 29 of said Point Cove Condominium Addendum #3, thence the following bearings and distances along said Unit 29 and continuing N 62°42'44" E a distance of 51.51 feet, thence N 28°08'57" E a distance of 65.76 feet, thence N 00°00'00" W a distance of 84.51 feet to a meander line of Nepco Lake, thence departing from said Unit 29, N 90°00'00" E along said meander line a distance of 10.00 feet to the West line of Unit 28 of said Point Cove Condominium Addendum, thence the following bearings and distances along said Unit 28, S 00°00'00" E a distance of 24.47 feet, thence S 51°45'55" E a distance of 219.34 feet to a Westerly corner of the common area of said Point Cove Condominium Addendum and a non-tangent curve to the right which has a radius of 499.16 feet, a delta angle of 5°16'26" and a chord that bears S 24°09'59" W a distance of 45.93 feet, thence the following bearings and distances along said common area and the arc of said curve a distance of 45.95 feet, thence S 63°11'49" E a distance of 66.00 feet, thence S 89°56'44" E a distance of 289.71 feet, thence N 00°37'34" W a distance of 168.19 feet, thence N 89°58'15" W a distance of 233.86 feet to a non-tangent curve to the left which has a radius of 565.16 feet, a delta angle of 9°07'48" and a chord that bears N 04°16'19" E a distance of 89.96 feet, thence along the arc of said curve a distance of 90.06 feet to a curve to the right which has a radius of 92.00 feet, a delta angle of 64°16'52" and a chord that bears N 31°50'51" E a distance of 97.89 feet, thence along the arc of said curve a distance of 103.22 feet to a curve to the left which has a radius of 456.92 feet, a delta angle of 46°14'53" and a chord that bears N 40°51'50.5" E a distance of 358.88 feet, thence along the arc of said curve a distance of 368.82 feet to a curve to the left which has a radius of 233.00 feet, a delta angle of 32°34'08" and a chord that bears N 01°27'20" E a distance of 130.67 feet, thence along the arc of said curve a distance of 132.44 feet to a curve to the right which has a radius of 67.00 feet, a delta angle of 111°52'36" and a chord that bears N 41°06'34" E a distance of 111.01 feet, thence along the arc of said curve a distance of 130.83 feet to a curve to the left which has a radius of 233.00 feet, a delta angle of 47°57'41" and a chord that bears N 73°04'01.5" E a distance of 189.40 feet, thence along the arc of said curve a distance of 195.04 feet, thence N 49°05'11" E a distance of 159.59 feet, thence N 40°54'49" W a distance of 66.00 feet, thence S 49°05'11" W a distance of 159.59 feet to a curve to the right which has a radius of 167.00 feet, a delta angle of 47°57'41" and a chord that bears S 73°04'01.5" W a distance of 135.75 feet, thence along the arc of said curve a distance of 139.79 feet to a curve to the left which has a radius of 133.00 feet, a delta angle of 111°52'36" and a chord that bears S 41°06'34" W a distance of 220.36 feet, thence along the arc of said curve a distance of 259.70 feet to a curve to the right which has a radius of 167.00 feet, a delta angle of 30°39'52" and a chord that bears S 00°30'12" W a distance of 88.31 feet, thence along the arc of said curve a distance of 89.38 feet to the Northeast corner of Unit 20 of said Point Cove Condominium Addendum, thence N 68°37'14" W along the Northerly line of said Unit 20 a distance of 146.18 feet to a meander line of Nepco Lake, thence departing from said Unit 20 the following bearings and distances along said meander line, N 13°23'34" W a distance of 96.17 feet, thence N 12°31'19" W a distance of 95.18 feet, thence N 37°01'44" E a distance of 82.04 feet, thence N 25°44'07" E a distance of 79.23 feet, thence N 34°35'06" E a distance of 81.15 feet, thence N 49°31'33" E a distance of 89.59 feet, thence N 32°25'55" E a distance of 26.05 feet to the South line of Unit 15 of said Point Cove Condominium Addendum, thence N 10°06'28" E a distance of 108.65 feet to the North line of Unit 14 of said Point Cove Condominium Addendum, thence N 25°58'07" W a distance of 57.17 feet, thence N 44°38'55" W a distance of 60.60 feet, thence N 43°28'46" W a distance of 78.66 feet to a meander corner on the West line of Lot 3 of Wood County Certified Survey Map number 9488, thence departing from said meander line N 32°53'46" E along the West of said Lot 3 a distance of 57.06 feet to the South line of the common area of Point Cove Condominium and a non-tangent curve to the right which has a radius of 19.00 feet, a delta angle of 52°09'07" and a chord that bears N 82°51'40.5" E a distance of 16.70 feet, thence the following bearings and distances along the South line of said common area and the arc of said curve a distance of 17.29 feet to a curve to the right which has a radius of 84.00 feet, a delta angle of 3°19'40" and a chord that bears S 69°23'56" E a distance of 4.88 feet, thence along the arc of said curve a distance of 4.88 feet to a curve to the right which has a radius of 457.07 feet, a delta angle of 17°14'27" and a chord that bears S 59°06'52.5" E a distance of 137.02 feet, thence along the arc of said curve a distance of 137.54 feet to a curve to the left which has a radius of 336.00 feet, a delta angle of 18°27'39" and a chord that bears S 59°43'28.5" E a distance of 107.79 feet, thence along the arc of said curve a distance of 108.26 feet to a curve to the right which has a radius of 19.00 feet, a delta angle of 84°20'30" and a chord that bears S 26°47'03" E a distance of 25.51 feet, thence along the arc of said curve a distance of 27.97 feet, thence S 15°23'12" W a distance of 0.05 feet to a curve to the left which has a radius of 216.00 feet, a delta angle of 0°49'18" and a chord that bears S 14°58'33" W a distance of 3.10 feet, thence along the arc of said curve a distance of 3.10 feet to the Northeast corner of Unit 14 of said Point Cove Condominium Addendum, thence S 71°58'46" W along the North line of said Unit 14 a distance of 159.58 feet to a meander line of Nepco Lake, thence S 10°06'28" W along said meander line a distance of 108.65 feet to the South line of Unit 15 of said Point Cove Condominium Addendum, thence S 72°24'25" E along the South line of said Unit 15 a distance of 117.59 feet to a Southerly corner thereof, thence N 88°12'25" E along the South line of said Unit 15 a distance of 100.87 feet to the Southeast corner thereof and a Southerly corner of the common area of Point Cove Condominium, thence N 51°36'33" E along the South line of said common area a distance of 24.27 feet to a Southerly corner thereof and a Southerly corner of the common area of Point Cove Condominium Addendum, thence the following bearings and distances along said common area, N 45°17'12" E a distance of 52.50 feet, thence N 35°27'31" E a distance of 56.67 feet, thence N 24°58'36" E a distance of 50.43 feet to the Southwest corner of Unit 16 of said Point Cove Condominium Addendum, thence S 73°46'32" E along the South line of said Unit 16 a distance of 178.24 feet to the Southeast corner thereof, the Westerly line of the common area of Point Cove Condominium and a non-tangent curve to the right which has a radius of 267.00 feet, a delta angle of 37°30'02" and a chord that bears

S 30°20'10" W a distance of 171.65 feet, thence the following bearings and distances along said common area and the arc of said curve a distance of 174.76 feet, thence S 49°05'11" W a distance of 59.14 feet, thence S 40°54'49" E a distance of 182.78 feet to a curve to the right which has a radius of 1967.00 feet, a delta angle of 2°46'09" and a chord that bears S 39°31'44.5" E a distance of 95.06 feet, thence along the arc of said curve a distance of 95.07 feet, thence S 38°08'40" E a distance of 11.72 feet, thence departing from the common area of said Point Cove Condominium, S 47°20'10" W a distance of 79.32 feet, thence S 50°04'24" W a distance of 50.51 feet, thence S 68°25'07" W a distance of 46.75 feet, thence S 84°45'20" W a distance of 59.45 feet, thence S 75°34'11" W a distance of 81.80 feet, thence S 60°03'17" W a distance of 81.80 feet, thence S 44°32'23" W a distance of 81.80 feet, thence S 29°01'29" W a distance of 81.80 feet, thence S 13°30'35" W a distance of 81.80 feet, thence S 02°00'18" E a distance of 81.80 feet, thence S 17°31'12" E a distance of 81.80 feet, thence S 30°46'35" E a distance of 58.02 feet, thence S 00°37'34" E a distance of 58.66 feet to the POINT OF BEGINNING.

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