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

2012R08477
SUSAN E. GINTER
WOOD COUNTY
REGISTER OF DEEDS

RECORDED ON
08/08/2012 03:05PM
REC Fee: 30.00
EXEMPT #: N/A
PAGES: 49

Record this document with the Register of Deeds

Name and Return Address:
MSA Professional Services, Inc
P.O. Box 349
Friendship, WI. 53934

(Parcel Identification Number) 30.00 P
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. The term "Owner" shall have the same meaning as "Unit Owner".

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 alter 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:

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

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

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

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

5. DESCRIPTION OF COMMON ELEMENTS

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

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

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

C. Walking paths, green space, private roads, designated private onsite community wastewater treatment system areas, landscaping, parking areas, fence, stormwater retention areas/basins, and site signage, if any, not included within a Unit;
D. All components of the electrical system which serve the common areas including exterior common area lighting;

E. The use of any piers or boat slips outside the Condominium shall be made available on a non-exclusive basis for a fee and subject to availability. 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 any or any part of the common elements are destroyed or damaged in an amount in excess of $10,000.00 and insurance proceeds together with an amount not exceeding $10,000.00 are insufficient to complete repair and construction, action by the Association by a vote of a majority of Unit Owners, as defined in the Bylaws, taken within 90 days after the damage or destruction, shall be necessary to determine to repair or reconstruct the common elements as more fully described in the Bylaws. Damage or destruction to a lesser extent, and to a greater extent if insurance proceeds (together with an amount not exceeding $10,000.00) are sufficient to complete repair and reconstruction, shall be repaired and reconstructed pursuant to arrangement by the Board of Directors of the Association (“Board of Directors”) as provided in that section of the Bylaws.

12. FURTHER MATTERS

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

B. The Declarant reserves the right for a period of 10 years from the date of this Declaration to cause one or more of the Units it owns to be maintained as a model and to display any models and the common elements of the Condominium for purposes of selling Units in the Condominium or in other projects of the Declarant, together with appropriate signage located on the Unit or common elements identifying the Declarant and its agents and locating and giving any information regarding any Unit.

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

D. The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the right to grant to the Town of 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
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.
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:

(1) 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 the 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 boys, 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 covered 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:


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 antennae 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) Domtar (and its successors or assigns, as applicable) has the discretionary right to draw down and vary the Nepco Lake water levels, including, without limitation, the right from time to time to withdraw, use, consume and return the water from or to Nepco Lake or the tributaries thereof;

(ii) Domtar (and its successors or assigns, as applicable) has the discretionary right to undertake activities affecting Nepco Lake and the tributaries thereof that are related to the operations of Domtar (or its successors or assigns, as applicable) at its paper mills in the vicinity of Nepco Lake (or such other operations as may be conducted by Domtar on its property located in the vicinity of Nepco Lake), such as dredging, maintenance, beaver trapping, management of settling ponds, repair and replacement of intake pipes and related activities (collectively, the "Operational Activities").

(iii) Each Unit owner in the condominium, and the future purchasers, tenants, occupants and users of the Unit or common elements, or any portion thereof, shall not interfere in any way with the withdrawal, use, consumption or return of water from or to Nepco Lake or the tributaries thereof or the Operational Activities by Domtar (or its successors or assigns, as applicable), and shall not challenge or interfere with any permits or approvals of Domtar (or its successors or assigns, as applicable) related to the Operational Activities or the withdrawal, use, consumption or return of water from or to Nepco Lake or the tributaries thereof;

(iv) Each Unit owner in the condominium and all future purchasers, tenants, occupants and users of the Unit or common elements, or any portion thereof, hereby waive any and all claims and causes of action, known or unknown, existing or not yet existing, against Domtar, its successors and assigns in any way related to (i) the water levels of Nepco Lake (including low lake levels and flooding) or the tributaries thereof, (ii) the use of Nepco Lake or the tributaries thereof for recreational activities, (iii) the condition or use of the settling ponds, dams, levees, boat landing and other improvements and features of Nepco Lake, the tributaries thereof and the adjacent lands owned by Domtar (or its successors or assigns, as applicable), and/or (iv) any of the Operational Activities of Domtar or its successors or assigns affecting Nepco Lake or the tributaries thereof. The foregoing waiver shall include, but not be limited to, claims of public nuisance and trespass; and

(v) The acquisition of a Unit or any portion thereof by any person shall be deemed the irrevocable ratification, agreement, and consent to the terms of the foregoing waivers and agreement by such person and shall be binding upon such person, their successors, and assigns.

(vi) Subject to the terms and conditions of the Waiver, each Unit owner in the condominium, and its successors and assigns, and the general public, shall have the right to the use and enjoyment of Nepco Lake for recreational purposes.

(vii) Each Unit owner further acknowledges that the Waiver of Claims may be pleaded by Domtar (or its successors or assigns) as a complete defense to any action or proceeding that may be brought or instituted against Domtar concerning the subject matter hereof.

(viii) The restrictions contained in the Waiver of Claims shall be perpetual and shall run with the Land.

(ix) Additionally, and in no way in limitation of the foregoing, each Unit owner acknowledges and expressly agrees that Domtar, its successors or assigns shall have the right, at the sole cost of the fee simple titholder 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.

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

E. Common Expenses. Any and all expenses incurred by the Association in connection with the management, maintenance, repair, and replacement of the Condominium, maintenance of the Common Elements and other areas described in this Section, and administration of the Association shall be deemed to be common expenses (the “Common Expenses”), including, without limitation, expenses incurred for: the community septic system, landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services provided to the Common Elements; and maintenance and management salaries and wages.

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

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

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

H. The Declarant 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 Unit 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 WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this 7th day of August, 2012.

Great Northern Timber Company, LLC

By: Brad Pavloski
Title: Member

STATE OF WISCONSIN
COUNTY OF

Personally came before me this ___ day of August, 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.

Notary Public - State Of Wisconsin
My commission expires: 12/31/2013

Drafted by: Michael D. Orgeman – State Bar No. 0101891
Lichtsinn & Haensel, s.c.
111 East Wisconsin Avenue, Suite 1800
Milwaukee, Wisconsin 53202
(414) 276-3400
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 S 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 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 left 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 S 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 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 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 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 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 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 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)
SURVEYOR’S CERTIFICATE:

I, Christopher J. Prince, hereby certify that I am a Licensed Land Surveyor authorized to practice the profession in the State of Wisconsin, and that I have fully complied with the provisions of Chapter 70 of the Wisconsin State Statutes, Wood County Ordinance #265 and the town of Saratoga Zoning Ordinance No. 31-31-267A, as amended, and that I have surveyed and mapped the property described and shown upon these sheets of the Point Cove Condominium Plat at the direction of Brookfield (now Great Northern Timber Company, LLC), owner of the land.

This plat is a true and correct representation of the lands surveyed and the boundaries described. To the best of my knowledge and belief, and to the best of my knowledge and belief, that the boundaries and location of each unit and the common elements can be determined from the plat.

CHRISTOPHER J. PRINCE
LICENSED LAND SURVEYOR

COUNTY OF WOOD:

The County of Wood does hereby certify that the Condominium Plat of Point Cove be and hereby is approved in accordance with the Wood County Condominium Ordinance #265 and Chapter 265 (Condominiums) of the Wisconsin Statutes and Condominium Ordinance #267 of the Wood County Land Division Ordinance #267.

Date: ____________________________

[Signature]  First Review Officer
Point Cove
condominium

Lot 1 of Winooski County, Vermont, as defined in Volume 33 of Surveys, Page 129. Legal description as follows:

Units 2 and 3 - Residential Structure

- under construction -

The north line of the northeast quarter of Section 5, T2N, R1W, was surveyed at 100' west of the line of bearings on this plat.

NOTE: North relative to Unit 2 only.

NOTE: Floor plans, interior dimensions and residential structure areas are for planning purposes only. The final plans and dimensions shall be that specified in the contract document.

Residential Structure coordinates:

1. N - 431643.44
   E - 725869.34
2. N - 434620.19
   E - 721964.67
3. N - 431643.43
   E - 720568.63
4. N - 452583.56
   E - 720564.12

Unit Boundary coordinates:

5. N - 431642.70
   E - 725868.01
6. N - 434607.60
   E - 721964.69
7. N - 431646.28
   E - 720565.59

Foundation Plan:
CONSTRUCTION VANCE & VARCO
Condominium Plat

Lot 1 of Wood County Certified Survey Map number 8504 as recorded in Volume 32 of Survey Maps on Page 108 as Lot 2 of Section 2 of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter of Section 20, Town of Saukfield, Wood County, Wisconsin.

LEGAL DESCRIPTION – Phase 3, Units 1-19

Lot 1 of Wood County Certified Survey Map number 8504 as recorded in Volume 32 of Survey Maps on Page 108 as Lot 2 of Section 2 of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter of Section 20, Town of Saukfield, Wood County, Wisconsin.
Condominium Plat

Lot 2, 3 and 4 of Wood County Certified Survey map number 94168 is located in Volume 33 of Survey Maps on Page 188 as Document number 201286856. Licensed in the Northern Quarter of the Northeast Quarter of Section 5, and the Northeast Quarter of Section 5, the Northeast Quarter of the Southeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

LEGAL DESCRIPTION - EXPANSION AREA

Lots 2, 3 and 4 of Wood County Certified Survey map number 94168 is located in Volume 33 of Survey Maps on Page 188 as Document number 201286856. Licensed in the Northern Quarter of the Northeast Quarter of Section 5 and the Northeast Quarter of the Southeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin. 

Point Cove condominium

--- Continued on sheet 17 of 18 ---
Point Cove
Condominium

Lot 1 of Waukesha County Certified Survey Map number 39485 as recorded in Volume 33 of Survey Maps on Page 188 as Consecutively numbered 39485.

Located in the Northeast Quarter of the Northeast Quarter of Section 5 and the Northeast Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 9 East, Town of Saratoga, Waukesha County, Wisconsin.

--- Continued from sheet 18 ---

and a non-tangential curve to the left which has a radius of 106.00 feet, a delta angle of 33°13'34" and a chord that begins S 62°17'23" E at a distance of 333.10 feet, thence the following bearings and distances along said northerly right-of-way line and along the arc of said curve a distance of 214.67 feet, thence S 89°35'44" E at a distance of 199.64 feet to a curve to the left which has a radius of 163.00 feet, a delta angle of 90°10'50" and a chord that begins N 47°13'25" E at a distance of 417.71 feet, thence along the arc of said curve a distance of 204.21 feet, thence N 00°31'34" W at a distance of 154.09 feet to a curve to the left which has a radius of 159.03 feet, a delta angle of 25°30'29" and a chord that begins N 86°08'33" W at a distance of 187.84 feet, a delta angle of 129°28'45" and a chord that begins N 27°01'16" W at a distance of 208.41 feet, thence the following bearings and distances along said southerly right-of-way line and along the arc of said curve a distance of 274.57 feet to a curve to the right which has a radius of 180.50 feet, a delta angle of 35°47'26" and a chord that begins S 59°13'35" W at a distance of 197.52 feet, thence along the arc of said curve a distance of 134.43 feet, thence S 00°37'34" E at a distance of 154.90 feet to a curve to the right which has a radius of 233.00 feet, a delta angle of 20°40'50" and a chord that begins S 49°52'51" W at a distance of 334.46 feet, thence along the arc of said curve a distance of 359.76 feet, thence N 76°59'34" E at a distance of 1198.94 feet to a curve to the left which has a radius of 31.00 feet, a delta angle of 37°56'57" and a chord that begins N 70°21'55" W at a distance of 263.82 feet, thence along the arc of said curve a distance of 1019.20 feet, thence easting from said southerly right-of-way line, S 09°15'13" W at a distance of 164.76 feet, thence N 30°05'50" W at a distance of 155.64 feet, thence N 53°56'30" W at a distance of 361.05 feet, thence S 04°26'56" W at a distance of 431.99 feet to the north line of Lot 1 of Waukesha County for a distance of 1500.27 feet to the northwest corner thereof and the southwest corner of lot 2 of Lot 2 of Condominium surveyed and described herein.

The building setbacks, as shown herein, are to the outer boundaries of any portions of the building structure constructed on any unit unless otherwise indicated.
## Point Cove

**Condominium Plat**

- **Lot**: 1 of Wool County Certified Survey No. 2GBB as recorded in Volume 33 of Survey Maps on Page 125 as Document number: 201197/8019.
- **Located in the Northwest Quarter of the Northeast Quarter of Section 6 and the Northeast Quarter of the Northwest Quarter of Section 6, Township 26 North, Range 6 East, Town of Saratoga, Wool County, Wisconsin.**

### Survey Data Table

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### Other Notes

- **Note 1**: All dimensions are approximate and may vary slightly due to surveying tolerances.
- **Note 2**: The true bearing values are calculated based on the north direction.
- **Note 3**: The distances are measured in feet and are subject to legal and surveying requirements.

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**Acknowledgments**

- This plat is prepared by [Surveyor's Name] for [Owner's Name].
- [Surveyor's Contact Information] for further details.

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**Disclaimer**

- The information provided is for informational purposes only and should not be relied upon for legal or financial decisions.
- Always consult with a professional before making any significant decisions regarding real estate or surveying.

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**References**

- [Surveying Standards] for [Surveying Agency] and [Surveying Association].
- [Relevant Local Laws and Regulations].
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 Southeast Quarter of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter, the Northwest Quarter of the Northeast Quarter and the Southeast 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 Southwest 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 S 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″ 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 Northeast 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 South 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 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 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 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 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 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 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 S 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, S 38°02′13″ W a distance of 116.76 feet, thence S 90°00′00″ W a distance of 1126.54 feet, thence S 53°51′50″ W a distance of 391.00 feet, thence S 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°56′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

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(E)(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: PATRICK PAYLOSKE
Title: Member

STATE OF WISCONSIN  

ss.

Wood County

Personally came before me this 17th day of August, 2012, the above-named PATRICK PAYLOSKE, member of Great Northern Timber Company, LLC, a Wisconsin limited liability company, who acknowledges that he executed the foregoing instrument on behalf of said limited liability company and by its authority, for the purposes set forth therein.

Mary Ann Jenkins
Printed Name: MARY ANN JENKINS
Notary Public, Wood County
State of Wisconsin
My Commission expires: 3-29-16

DRAFTED BY:
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 5 and the Northeast Quarter of the Northeast 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°53'48" 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 South Shore 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 S 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 254.08 feet, thence N 00°58'28" W a distance of 66.00 feet to the Northerly right-of-way line of said South Shore 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" W 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 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 70°12'09" and a chord that bears S 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 65.15 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 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 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 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 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 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 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 Title

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
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.

3. 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

By: Brad Pavloski, Member

STATE OF WISCONSIN )
COUNTY )SS

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.

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 and the 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 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 2639.89 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 89'55'15" W a distance of 369.44 feet to the POINT OF BEGINNING, thence S 00'37'34" E a distance of 165.19 feet, thence N 89'55'44" 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 85.06 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 11'52'36" 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 73'48'32" 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 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 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 15.00 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 Cove Condominium, thence S 89°58′19″ E along said Northerly line a distance of 274.56 feet, thence S 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 Cove Condominium, thence the following bearings and distances along said Northerly line, N 89°58′19″ W a distance of 552.91 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 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 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 S 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.
EXHIBIT B
ADDENDUM TO CONDOMINIUM PLAT

(See attached)
Point Cove
condominium addendum

Part of Lot 2 and part of Lot 3 of Wood County Certified Survey Map number 9458 as recorded in Volume 33 of Survey Maps on Page 188 as Document number 2012507688.

Located in the Northwest Quarter of the Northeast Quarter of Section 5, the Northeast Quarter of the Northeast Quarter and the Southeast Quarter of the Northwest Quarter of Section 6, Township 27 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

SECTION 31-T2N-R6E
 hann

SECTION 32-T2N-R6E

LOCATION MAP
SCALE: 1" = 1000'

Pavloski Development
Castle Rock Lake
MCPO Lake

COUNTY OF WOOD:
The County of Wood hereby certifies that this addendum to the Condominium Plat of Point Cove is and hereby is approved in compliance with the Wood County Shoreland Zoning Ordinance §704 and Chapter 701.04(6) of the Wood County Land Subdivision Ordinance §701.

Date: _______________  Plat Review Officer

Volume _ of Condominium Plans, Page __________

Surveyor's Certificate:

I, Christopher J. Renner, hereby certify that I am a Licensed Land Surveyor authorized to practice that profession in this state; and

That I have fully complied with the provisions of Chapter 703 of the Wisconsin State Statutes, Wood County Ordinance §701 and the Town of Saratoga Building Code Ordinance No. 63-37-2007A, as amended, and

That I have surveyed and mapped the property described and shown upon those sheets of these Condominium Plat at the direction of Brad Pavloski for Great Northern Timber Company, LLC, owner, and

That said plat is a true and correct representation of the lands surveyed and

The identification and location of each unit and the common elements can be determined from the plat.

Date: ________________  Christopher J. Renner RLS 5-2441

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 compliance with the Wood County Shoreland Zoning Ordinance §704 and Chapter 701.04(6) of the Wood County Land Subdivision Ordinance §701.

Date: _______________  Plat Review Officer

Volume _ of Condominium Plans, Page __________
Point Cove
condominium addendum

Part of Lot 2 and part of Lot 3 of Wood County Certified Survey Map number 9488 as recorded in Volume 13 of Survey Maps on Page 168 as Document number 2012-047650.

Located in the Northeast Quarter of the Northeast Quarter of Section 5, the Northeast Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 4, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

LEGEND:
- - Harrison cast iron monument, found
- - Wausau cast iron monument, found
- - 2 1/2" O.D. round iron pipe with 3" diameter aluminum cap, found
- - 2 1/2" O.D. round iron pipe, found
- - Chiseled Cross in concrete, found
- - 3/4" round iron rod, found
- - 1 1/4" round iron rod, found
- - 3/4" x 18" round iron re-bar; placed weighing 1.50 lbs per linear ft.
- - 1 1/4" x 18" round iron re-bar; placed weighing 4.30 lbs per linear ft.
- - Recorded on •
- - Planned Future Unit

(Note: See Declarations for Information Regarding Future Expansion)

No Monument
Corner Life in NEPCo Lake

North Quarter Corner
Section 4, T21N, R6E

Additional notes signed by owners.

Pavloski Development
Castle Rock Lake
NEPCo Lake

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NortHEast Cor ner
Section 4, T21N, R6E

2639.69 ft. (total)
2263.67 ft. (to meander corner)

ME ANDER Cor ner, North Life
Section 6, T21N, R6E

Wood County Certified
Survey Map No. 5224
Plat No. 213 Survey Book 1917B

Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

Legends
- - Harrison cast iron monument, found
- - Wausau cast iron monument, found
- - 2 1/2" O.D. round iron pipe with 3" diameter aluminum cap, found
- - 2 1/2" O.D. round iron pipe, found
- - Chiseled Cross in concrete, found
- - 3/4" round iron rod, found
- - 1 1/4" round iron rod, found
- - 3/4" x 18" round iron re-bar; placed weighing 1.50 lbs per linear ft.
- - 1 1/4" x 18" round iron re-bar; placed weighing 4.30 lbs per linear ft.
- - Recorded on •
- - Planned Future Unit

Note: See Declarations for Information Regarding Future Expansion
Point Cove
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 158 as Document number 201207268.

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 2 East, Town of Saratoga, Wood County, Wisconsin.

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| Graph Scale | 1' = 50' |

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Pavloski Development
Creek Rock Lake
NECO Lake
Point Cove
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 2012607688.

Located in the Northwest Quarter of the Northwest Quarter of Section 5, the Northeast Quarter of the Southeast Quarter of Section 2, Town 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

LEGEND:
- Monument cast iron monument, found
- Monument cast iron monument, found
- 2 1/2" O.D. round iron pipe with 3/4" diameter aluminum cap, found
- 2 1/2" O.D. round iron pipe, found
- Chiselled Cross in concrete, found
- 3/4" round iron rod, found
- 1 1/2" round iron rod, found
- 3/4" X 12" round iron reb, placed weighing 1.50 lbs per linear ft.
- 1 1/4" X 18" round iron reb, placed weighing 4.50 lbs per linear ft.

() = Recorded on
- Vacant / Ownership To
F = Planned Future Unit

NOTE: SEE DECLARATIONS FOR INFORMATION REGARDING FUTURE EXPANSION

Graphical Scale: 1" = 50'

Lot 3
Wood County Certified Survey Map No. 9488
Rec. Vol 32 Survey Maps Pl 38
Document No. 2012607688
Owner by Wood Co.
Point Cove
condominium addendum

Part of Lot 2 and part of Lot 3 of Wood County Certified Survey Map number 9998 as recorded in Volume 33 of Survey Maps on Page 189 as Document number 201207688.

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 Saratoga, Wood County, Wisconsin.

Lot 2
Wood County Certified Survey Map No. 9998
Reg: Vol. 33, Page 189, Document No. 201207688

Lot 3
Wood County Certified Survey Map No. 9998
Reg: Vol. 33, Page 189, Document No. 201207688

Pavloski Development
Castle Rock Lake
Point Cove
condominium addendum

Addendum
Phase II - Units 14-28

341540 sq. ft
7.84 Acres

400594± sq. ft
9.20± Acres

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 2012R07788.

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

See Sheet 4 of 9

LEGEND:
- Harrison cast iron monument, found
- Wapico cast iron monument, found
- 2 1/2" O.D. round iron pipe with 3" diameter aluminum cap, found
- 2 1/2" O.D. round iron pipe, found
- Chained Crops in concrete, found
- 3/4" round iron rod, found
- 1 1/4" round iron rod, found
- 3/4" X 1/4" round iron re-bar, placed weighing 1.50 lbs per linear ft.
- 1 1/4" X 18" round iron re-bar, placed weighing 4.30 lbs per linear ft.

14 - Unit Number

NOTE: SEE DECLARATIONS FOR INFORMATION REGARDING FUTURE EXPANSION
Point Cove condominium addendum

Part of Lot 2 and part of Lot 3 of Wood County Certified Survey map number 9400 as recorded in Volume 33 of Survey Maps on Page 106 as Document number 2012/07883.

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

Pohlski Development
Castle Rock Lake
N MPCO Lake

EXPANSION AREA

EXPANSION AREA

Point of Beginning

FUTURE COMMON AREA

FUTURE COMMON AREA

EXPANSION AREA

EXPANSION AREA

Point of Beginning

515.80' Intel

358.44'

Graphic Scale 1" = 50'
Point Cove
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 2013070468.

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

LEGAL DESCRIPTION - Phase II, Units 14-20

Pavloski Development
Castle Rock Lake, NEPCO LLC

This document contains legal descriptions and survey information for the Point Cove condominium addendum, including details of the boundary lines, distances, and bearings of the property in Wisconsin. The descriptions are recorded in various volumes and pages of the Wood County Survey Maps. The property is located in the Northeast Quarter of the Northwest Quarter of Section 5, the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 6, in Township 21 North, Range 6 East, Town of Sandigo, Wood County, Wisconsin.
Point Cove
condominium addendum

Part of Lot 2 and part of Lot 3 of Wood County Certified Survey map number 9488 as

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

Curve Table

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RESIDENTIAL STRUCTURE

TYPICAL BUILDING ENVELOPES AND SETBACKS

NOT TO SCALE

The building envelopes, as shown herein are to the furthest extension of any portion of the residential structure constructed on any unit unless otherwise indicated.

Pavloski Development
Costa Real Estate
NEPCO LLC

NOTES:

Point Cove Condominium is subject to a "Rule of Claims Agreement" recorded as Document No. 2011R03789 and a "Declaration and Agreement of Restrictive Covenants" recorded as Document No. 2011R03789.

The Declaration and Agreement of Restrictions for NEPCO Lake Owners Association, Inc., recorded as Document number 2012R08657 and an Amended and Restated Declaration of Restrictions for NEPCO Lake Owners Association, Inc.: recorded as Document number 2012R11053.

Point Cove Condominium is subject to a recorded Declaration of Condominium Covenants, Town of Saratoga, Wood County, Wisconsin, including amendments recorded as the following documents:

- Document number 2012R08657
- Document number 2012R08678
- Document number 2012R08652

Utility Easement, underground and overhead, typically 20 feet in width, recorded as Document number 2012R07756 to Wisconsin Power and Light Company: Wood County Telephone Company: D/B/A Solarus Charter Cable Partners, LLC: D/B/A Solarus Communications and Wisconsin Gas LLC: D/B/A WE Energies.

The Declaration and its affiliates, and their successors and assigns, hereby reserve a permanent easement over all streets and private roads and access ways within Point Cove Condominium for the benefit of other lands owned or acquired by the Declarant, its affiliates, and their successors and assigns. See Declaration for more information.

The designated private waste water treatment system area for Units 14-19 will also be serving additional future units for a total of thirteen units.

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

Units 17, 18, and 19 and the common area plot is the designated private waste water treatment system area for units 14-19 are part of Lot 2 of Wood County Certified Survey map number 9488. As remaining areas are part of Lot 3 of Wood County Certified Survey map number 9488.

RESIDENTIAL STRUCTURE

TYPICAL BUILDING ENVELOPES AND SETBACKS

NOT TO SCALE

The building envelopes, as shown herein are to the furthest extension of any portion of the residential structure constructed on any unit unless otherwise indicated.
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

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, 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.

[Signature]
Jason Gruszynski, owner of Units 18 and 19

[Signature]
Lynette Gruszynski, owner of Units 18 and 19
STATE OF WISCONSIN 
COUNTY OF WOOD 

Personally came before me, this 23rd day 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 and the 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 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 56.87 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 17°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,
then 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 21.61 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" W 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 31.89 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 S 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
curve to the left which has a radius of 67.00 feet, a delta angle of 11°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.
Point Cove
condominium addendum

Part of Lot 2 and part of Lot 3 of Wood County Certified Survey Map number 8458 as recorded in Volume 33 of Survey Maps on Page 188 as Document number 20120768.

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 31 North, Range 8 East, Town of Saratoga, Wood County, Wisconsin.

This PLAT
Solid-hatched Areas

SECTION 31-T21N-R8E

SECTION 32-T21N-R8E

SECTION 33-T21N-RSE

LOCATION MAP
SCALE: 1" = 1000'

SPECIAL CERTIFICATE:

L. Christopher J. Renner, hereby certify that I am a Licensed Land Surveyor authorized to practice land professions in the state of Wisconsin. I have fully complied with the provisions of Chapter 703 of the Wisconsin State Statutes, Wood County Ordinance #T00 and the Town of Saratoga Building Code Ordinance No. 02-07-00001, as amended; and

I have surveyed and mapped the property described and shown upon these sheets of this Condominium Plat at the direction of Brad Pavloski for Great Northern Timber Company, LLC, owner, and

The said plat is a true and correct representation of the lands surveyed and the conclusions derived, to the best of my knowledge and belief; and

The identification and location of each unit and the common elements can be determined from the plat.

Date: ____________________________
Christopher J. Renner

Pavloski Development

COUNTY OF WOOD:

The County of Wood does hereby certify that this Addendum to the Condominium Plat of Point Cove is and hereby is approved in compliance with the Wood County Zoning Ordinances No. 161 and Chapter 701-04 of the Wood County Land Subdivision Ordinance No. 201.

Date: ____________________________
Plat Review Officer

Volume____ of Condominium Plans, Page____

EXHIBIT B
Point Cove condominium addendum

Part of Lot 2 and part of Lot 3 of Wood County Certified Survey Map number 9481 as recorded in Volume 33 of Survey Maps on Page 188 as Document number 19207698.

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

RESIDENTIAL STRUCTURE

NOT TO SCALE

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

RESIDENTIAL STRUCTURE

NOT TO SCALE

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

Pavloski Development
Crowe Bank Lake NEPCO Lake

Sheet 9 of 9

NOTES:

Point Cove Condominium is subject to a "Water of Claims Agreement", recorded as Document No. 2011R03194, and a "Declaration and Agreement of Restrictions Condominiums" recorded as Document No. 2011R03194. The Declaration and Agreement of Restrictions Condominiums recorded as Document No. 2011R03194 allow for no on site waste systems, building lands only, as shown by "Dominator Lands".

Point Cove Condominium is subject to a recorded Declaration of Restrictions for NEPCO Lake Owners Association, Inc., recorded as Document number 2012R000297 and an Amendment and Restriction Declaration of Restrictions for NEPCO Lake Owners Association, Inc., recorded as Document number 2012R11063.

Point Cove Condominium is subject to a recorded Declaration of Condominium for Point Cove Condominium, Town of Saratoga, Wood County, Wisconsin, including amendments recorded as follows:

Declaration – Document number 2012R00477
Condominium Plot – Document number 2012R04789
First Amendment – Document number 2012R08532

Utility Easement, underground and overhead, typically 32 feet in width, recorded as Document number 2012R07849 to Wisconsin Power and Light Company, Wood County Telephone Company, B/A/S Solvency, Charter Cable Partners, LLC B/A/N Charter Communications and Wisconsin Gas LLC, B/A/A We Energies.

The Declaration and its addenda, and the successor and assigns, hereby reserve a permanent easement and access across all private roads and access ways within Point Cove Condominium for the benefit of the other owners or to be used by the Declaration, its successors and assigns. See Declarations for more information.

The designated private on site wastewater treatment system area for Units 14-19 will also be served seven additional future units for a total of thirteen units.

The designated private on site wastewater treatment system area for Units 20-23 will also be served four additional future units for a total of thirteen units.

Units 17, 18, 19 and the common area that is the designated private on site wastewater treatment system area for units 14-19 are part of Lot 3 of Wood County Certified Survey Map number 9481. All remaining areas are part of Lot 3 of Wood County Certified Survey Map number 9481
CONSENT TO MERGE UNITS

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: [Signature]
Brad Pavloski, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN

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.

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

EXHIBIT C
CONSENT TO MERGE UNITS

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

[Signature]
Scott A. Bunting

Date: 2-15-14

[Signature]
Jennifer M. Bunting
CONSENT TO MERGE UNITS

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.

Date: 2/16/14

Craig A. Van Asten

Date: 2/16/14

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.

NEKOOSA PORT EDWARDS STATE BANK

By: ________

* ROBB N. SIGLER

Title: PRESIDENT
CONSENT TO MERGE UNITS

Re: Point Cove Condominium
   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

John A. Ritchay, Jr.

Date: 2/18/2014

Mary E. Ritchay

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.

By: ROBB N. SIGLER

Title: PRESIDENT
CONSENT TO MERGE UNITS

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: 2/15/14
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 PORT EDWARDS STATE BANK

By: * ROBB N. SIGLER

Title: PRESIDENT
CONSENT TO MERGE UNITS

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

[Signature]
Arne H. Nessa

Date: 2-9-14

[Signature]
Faye E. Nessa
CONSENT TO MERGE UNITS

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  

[Signature]
Jeffrey J. Kropp

Date: 2/17/14  

[Signature]
Ann T. Kropp
CONSENT TO MERGE UNITS

Re: Point Cove Condominium
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  

Patrick F. Parish

Date:  2/18/14  

Sharon M. Parish
CONSENT TO MERGE UNITS

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 GRUSZYNISKI and LYNETTE GRUSZYNISKI to merge Units 18 and 19 into one (1) unit. Units 18 and 19 are adjoining Units both owned by JASON GRUSZYNISKI and LYNETTE GRUSZYNISKI, his wife.

Date: 2-16-14 By: [Signature]

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

Date: 2-16-14 By: [Signature]

[Handwritten note:]
I understand there will be one unit on this lot. Very good move. Hope you will enjoy your new home as much as I am looking forward to building my new home starting end of March 2014. I am looking forward to meeting you both soon.

[Handwritten note:]
Ingvar G. Arneson
Janet L. Arneson, Trustee

[Handwritten note:]
INGVAR ARNESON
JANET L. ARNESON

[Handwritten note:]
Frost is out of ground.
CONSENT TO MERGE UNITS

Re:  Point Cove Condominium  
     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: 2-18-14

Carl P. Roedel

Date: 2-18-14

Stefanie Roedel
CONSENT TO MERGE UNITS

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: 3/31/14  3/31/14

Jason Gruszynski

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: *Jeffrey A. Meyer*

Title: Vice President
CONSENT TO MERGE UNITS

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 GRUSZYSNISKI and LYNETTE GRUSZYSNISKI to merge Units 18 and 19 into one (1) unit. Units 18 and 19 are adjoining Units both owned by JASON GRUSZYSNISKI and LYNETTE GRUSZYSNISKI, his wife.

Date: 2-21-14

Date: 2/21/14

Date: 2/21/14

Daniel R. Lieder

Denise L. Lieder

Thomas J. Traynor

Katherine L. Traynor
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

[Signature]
Paul J. O’Donnell
FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR POINT COVE CONDOMINIUM TOWN OF SARATOGA, WOOD COUNTY, WISCONSIN

2014R04552

SUSAN E. GINTER
WOOD COUNTY
REGISTER OF DEEDS
RECORDED ON
06/23/2014 11:25AM
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)
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:

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 #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.

2. 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.

3. 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.

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 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.

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
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°36'01" E along the East line of the Northeast 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" 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-of-way 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 S 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 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 S 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 26°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 52°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 non-tangent 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 right-of-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)
Point Cove
condominium addendum #5

Part of Lot 3 and part of Lot 4 of Wood County Certified Survey Map number 9425 as recorded in Volume 33 of Survey Maps on Page 186 as Document number 2013RD768B. 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 5, Township 21 North, Range 8 East, Town of Saratoga, 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

That I have fully complied with the provisions of Chapter 703 of the Wisconsin State Statutes, Wood County Ordinance #701 and the Town of Saratoga Building Code Ordinance No. 02-21-2007(1), as amended; and

That I have surveyed and mapped the property described and shown upon these sheets of the Condominium Plat of the direction of Brad Pavloski for Great Northern Timber Company, LLC, owner; and

That said plat is a true and correct representation of the land 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 this plat.

Date: ____________________________

Christopher J. Renner  FLS 5-2441

COUNTY OF WOOD:

The County of Wood does hereby certify that this addendum to the Condominium Plat of Point Cove as grid herein is approved in compliance with the Wood County Shoreline Zoning Ordinance #701 and Chapter 201.04(3) of the Wood County Land Subdivision Ordinance #701.

Date: ____________________________

Plot Review Officer

Great Northern Timber Company LLC
P.O. Box 8627
Wisconsin Rapids, WI 54495-8627

Volume of Condominium Plats, Page
Point Cove

Addendum #3
Phase III - Units 29-38

31247 sq. ft
7.17 Acres
[total]

NeilPKo Lake

See Sheet 3 of 8
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 192 of Document number 2012R07688. Located in the Northeast Quarter of the Southeast Quarter, the Southeast Quarter of the Southwest Quarter, the Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Edinburgh, Wood County, Wisconsin.

LEGEND:

- Permanent construction monument
- Well casing monument, found
- 2 1/2" O.D. round iron pipe with 3" diameter aluminim cap, found
- 2 1/2" O.D. round iron pipe, found
- Checkered cross in concrete, found
- 1 1/4" O.D. round iron pipe with plastic cap, found
- 1 1/4" round iron rod, found
- 3/4" x 18" round iron rebar, placed
- 1/4" rebar, placed
- Recorded as
- N/A
- Planned future UTL
- Survey

29 - Unit number

NOTE: See declarations for information regarding future expansion.
Point Cove
condominium addendum #3

Part of Lot 3 and part of Lot 4 of Wood County Certified Survey Map number 9486 as recorded in Volume 33 of Survey Maps on Page 165 as Document number 20120706-83. 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 Northeast Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

See Sheet 2 of 8

LEGEND:
- Horizontal cast iron monument, found
- Vertical cast iron monument, found
- 2 1/2" O.D. round iron pipe with 3" diameter aluminum cap, found
- 2 1/2" O.D. round iron pipe, found
- Steel drain in concrete, found
- 1" O.D. round iron pipe with plastic cap, found
- 3/8" x 18" round iron re-bar, placed weighing 1.50 lbs per foot"
- 1 1/4" x 18" round iron re-bar, placed weighing 4.30 lbs per foot"
- Recorded on
- Vacant / Ownership
- Planned Future Unit

29 - Unit Number

NOTE: SEE INCLUSIONS FOR INFORMATION REGARDING FUTURE EXPANSION

See Sheet 6 of 8

Pavloski Development
Castle Rock Lake, NEPCo Lake
Point Cove
condominium addendum #3

Addendum #3 - Phase III - Units 29-38

LEGEND:
- Harpoon cast iron monument, found
- Wagon cast iron monument, found
- 2 1/2" O.D. round iron pipe with 3" diameter aluminum cap, found
- 2 1/2" O.D. round iron pipe, found
- Cleared Gross in concrete, found
- 1" O.D. round iron pipe with plastic cap, found
- 1 1/4" O.D. round iron pipe with plastic cap, found
- 1 1/4" round iron rod, found
- 3/8" x 18" round iron re-bar, placed weighing 1.50 lbs per foot.
- 1 1/4" x 18" round iron re-bar, placed weighing 4.30 lbs per foot.
- Recorded as
- Vacant Lots / Ownership tie
- Planned Future Unit

NOTE: SEE DECLARATIONS FOR INFORMATION REGARDING FUTURE EXPANSION
Point Cove
condominium addendum #3

Part of Lot 3 and part of Lot 4 of Wood County Certified Survey map number 9482 as recorded in Volume 33 of Survey Maps on Page 186 as Document number 2013007688. Located in the Northeast Quarter of the Northwest 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 5 East, Town of Suring, Wood County, Wisconsin.

Legend:
- Horizontal cast iron monument, found
- Masonry cast iron monument, found
- 2 1/2" O.D. round iron pipe with 3" diameter aluminum cap, found
- 2 1/2" O.D. round iron pipe, found
- Casted Crown in concrete, found
- 1" O.D. round iron pipe with plastic cap, found
- 1 1/4" O.D. round iron pipe with plastic cap, found
- 1 1/4" round iron rod, found
- 3/4" X 18" round iron m-beam, placed weighing 1.50 tons per line ft.
- 1 1/4" X 18" round iron bow-beam, placed weighing 4.20 tons per line ft.
- Recorded as
- Vacuums / Ownership la
- Planned Future Unit

29 - Unit Number

NOTE: SEE EXPLANATIONS FOR INFORMATION REGARDING FUTURE EXPANSION

CURVE DATA TABLE

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Point Cove
condominium addendum #2

Part of Lot 3 and part of Lot 4 of Wood County Certified Survey Map number 848B as recorded in Volume 33 of Survey Maps on Page 188 as Document number 2020071708. Located in the Northwest Quarter of the Northeast Quarter of the Southwest Quarter of the Northeast Quarter of Section 6, Township 11 North, Range 8 East, Town of Saratoga, Wood County, Wisconsin. More particularly described as follows:

Commencing at the northeast corner of said Section 6, thence N 89°59'51" E along the north line of the Northwest Quarter of said Section 6 a distance of 2201.19 feet to the North 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 1220.01 feet to the northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 6, thence S 0°53'47" E along the East line of the Northeast Quarter of said Section 6 a distance of 1460.75 feet to the southeast corner thereof, thence S 0°38'01" E along the East line of the Southwest Quarter of the Northwest Quarter of said Section 6 a distance of 1318.90 feet to the southeast corner thereof, thence S 89°50'27" W along the South line of said Southwest Quarter of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter and the South line of Lot 4 of Wood County Certified Survey Map number 848B a distance of 386.18 feet, thence N 0°38'01" W a distance of 316.68 feet to the POINT OF BEGINNING, thence continuing N 0°38'01" W a distance of 293.03 feet to the South right-of-way 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°32'24" and a chord that bears S 76°40'02" W a distance of 109.90 feet, thence along the arc of said curve and said South right-of-way line a distance of 170.10 feet, thence W 41°38'48" S 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 58°29'43" W a distance of 230.37 feet, thence along the arc of said curve and said North right-of-way line a distance of 200.82 feet to the Southeast comer of the 00 foot public access to NESC O Lake at the Wood County Hall of Southshore at NESC O Lake, thence N 19°28'19" E along the East line of said 00 foot public access to NESC O Lake to a distance of 50.56 feet to a Records line of NESC O Lake, thence S 28°53'41" E along said Records line a distance of 24.00 feet, thence S 72°31'16" E along said Records line a distance of 87.33 feet, thence S 35°19'48" W a distance of 72.65 feet, thence S 82°28'48" W a distance of 24.15 feet, thence S 22°07'52" W a distance of 68.43 feet to a non-tangent curve to the right which has a radius of 60.00 feet, a delta angle of 29°17'26" and a chord that bears S 18°14'56" W a distance of 14.10 feet, thence along the arc of said curve a distance of 14.17 feet, thence S 07°34'03" E a distance of 48.41 feet to a curve to the left which has a radius of 317.00 feet, a delta angle of 19°26'01" and a chord that bears S 17°34'13.5" E a distance of 108.40 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 20°11'30" and a chord that bears S 19°13'52.6" E a distance of 104.00 feet, thence along the arc of said curve a distance of 105.80 feet to a curve and a non-tangent curve to the left which has a radius of 67.00 feet, a delta angle of 37°38'50" and a chord that bears N 75°16'13.5" E a distance of 43.18 feet, thence along the arc of said curve a distance of 44.05 feet, thence N 57°25'19" W 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 88°34'19" E a distance of 70.74 feet, thence along the arc of said curve a distance of 71.22 feet, thence N 07°06'39" E a distance of 336.00 feet to a non-tangent curve to the right which has a radius of 40.00 feet, a delta angle of 47°30'48" and a chord that bears N 12°32'39" W a distance of 20.83 feet, thence along the arc of said curve a distance of 30.36 feet, thence N 00°18'54" W a distance of 52.33 feet, thence N 00°18'54" W a distance of 47.56 feet to a Records line of NESC O Lake, thence the following bearings and distances along said Records line, W 28°05'32" E a distance of 55.04 feet, thence N 01°18'42" E a distance of 101.11 feet, thence S 40°19'42" E a distance of 84.45 feet, thence S 37°24'20" E a distance of 58.49 feet, thence S 00°40'38" E a distance of 60.21 feet, thence S 18°28'19" W a distance of 76.82 feet, thence south and west of said 00 foot public access to NESC O Lake to a distance of 46.23 feet, thence east and south along a Records line, S 00°00'00" E a distance of 86.81 feet, thence S 22°08'57" W a distance of 65.78 feet, thence S 82°42'44" W a distance of 104.79 feet, thence S 82°42'10" W a distance of 61.21 feet, thence N 00°00'00" E a distance of 60.38 feet, thence N 59°45'36" E a distance of 7.35 feet, thence N 52°34'41" W a distance of 57.73 feet, thence S 57°25'10" W a distance of 184.91 feet to the South line of said 00 foot public access to NESC O Lake, a distance of 45.83 feet, thence S 00°00'00" W a distance of 34.08 feet, thence N 59°45'36" E a distance of 97.75 feet, thence N 52°34'41" W a distance of 242.40 feet, a delta angle of 28°26'39" and a chord that bears S 75°42'53" W a distance of 87.65 feet, thence along the arc of said curve a distance of 29.53 feet to a curve and a non-tangent curve to the right which has a radius of 233.00 feet, a delta angle of 31°14'53" and a chord that bears S 18°11'23" E a distance of 15.16 feet, thence along the arc of said curve a distance of 13.16 feet, thence S 12°18'17" N a distance of 85.94 feet to the North right-of-way line of said Southshore Drive, thence S 41°38'48" E a distance of 102.80 feet to the North right-of-way line of said Southshore Drive, thence S 88°34'19" E a distance of 45.13 feet, thence N 00°00'00" W a distance of 43.18 feet, thence N 00°00'00" W a distance of 43.18 feet. Including all lands lying between the boundary lines extended, the meander lines and the ordinary high water mark of NESC O Lake. Subject to easements, covenants, restrictions and rights-of-ways of record.

Pavloski Development
Castle Rock Lake
NESC O Lake

Sheet 7 of 8
Point Cove
condominium addendum #2.

Part of Lot 3 and part of Lot 4 of Wood County Certified Survey Map number 9468 as recorded in Volume 33 of Survey Maps on Page 118 as Document number 2012072968. Located in the Northeast Quarter of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Township 21 North, Range 6 East, Town of Saratoga, Wood County, Wisconsin.

NOTES:

Point Cove Condominium is subject to a “Carver of Easements Agreement” recorded as Document No. 2011903182 and a “Declaration and Agreement of Restrictions Condominium” recorded as Document No. 2011903184, allowing for the erection of water tanks and building, only as shown on “Declaration of Easements.”

Point Cove Condominium is subject to a recorded Declaration of Restrictions for NEFCO Lake Owner’s Association, Inc., recorded as Document number 2013000027 as Amended and Restated in Document number 2013000110 as Amended and Restated in Document number 2013002198 and as Amended and Restated in Document number 2013003390.

Point Cove Condominium is subject to a recorded Declaration of Condominium for Point Cove Condominium, Town of Saratoga, Wood County, Wisconsin, including amendments recorded on the following documents:

Declaration – Document number 2013003377
Condominium Plan – Document number 2013904478
First Amendment – Document number 2013009132
Second Amendment – Document number 2013010225
Condominium Addendum – Document number 2013003294
Third Amendment – Document number 2013009204
Condominium Addendum 2 – Document number 2014002048

12’ Utility Easement, underground and overhead recorded on Document number 2101300377 to Wisconsin Power and Light Company, Wood County Telephone Company/USA Sub-Agents, Broadband Partners, LLC/USA/USA/Cable Communications and Wisconsin Gas LLC, USA/USA/USA/Energy.

12’ Utility Easement, underground and overhead recorded on Document number 2013002617 to Wisconsin Power and Light Company, Wood County Telephone Company/USA Sub-Agents, Broadband Partners, LLC/USA/USA/Cable Communications and Wisconsin Gas LLC, USA/USA/USA/Energy.

The Declaration and its affixes, and their successors and assigns, hereby reserve a permanent easement over and across the public rights and access ways within Point Cove Condominium for the benefit of other lands owned or acquired by the Declaration, its affixes, and their successors and assigns. See Declaration for more information.

The designated private onsite wastewater treatment system for Units 29–35 will also be serving the additional future units for a total of six units. The designated private onsite wastewater treatment system for Units 34–38 will also be serving the additional future units for a total of ten units.

The common area where the designated private onsite wastewater treatment systems for units 29–35 is located is part of Lot 4 of Wood County Certified Survey Map number 9468. All remaining areas are part of Lot 3 of Wood County Certified Survey Map number 3468.

Residential Structure

Typical Building Envelopes and Setbacks

NOT TO SCALE

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

Pavloski Development

Compiled by: NEFCO

Date: 08/01/2014
FIFTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR
POINT COVE CONDOMINIUM
TOWN OF SARATOGA, WOOD COUNTY,
WISCONSIN

2018R05650

TIFFANY R. RINGER
WOOD COUNTY
REGISTER OF DEEDS
RECORDED ON
07/12/2018  02:44PM
REC FEE:  30.00
EXEMPT #:  N/A
PAGES:  12

Record this document with the Register of Deeds

Name and Return Address:

Pavloski Development LLC
N9246 State Road 80
Door 88
Necadah, WI 54646 3000 4

(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:

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 #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.

3. 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 2ND 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 Renner
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)
SIXTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR
POINT COVE CONDOMINIUM
TOWN OF SARATOGA, WOOD COUNTY,
WISCONSIN

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 89
Door, WI 54640

( 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% (2/40ths) 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% (2/40ths) 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% (2/40ths) 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. **Effective Date.** 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. **Miscellaneous.** 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

STATE OF WISCONSIN  )
) ss
COUNTY OF JUNEAU  )

Personally came before me this 26th day of September, 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
Notary Public - State of Wisconsin
My commission expires: January 23, 2022
UNIT 36 and 37 OWNER:

Michael M. Mercurio

Tammy M. Mercurio

STATE OF Illinois) ss

COUNTY OF Kane)

Personally came before me this 9th day of September, 2018, the above named Michael M. Mercurio and Tammy M. Mercurio, to me known to be the persons who executed and acknowledged the foregoing instrument as their individual acts.

Michelle White
Notary Public - State of Illinois
My commission expires: 08/24/2022
ASSOCIATION:

Point Cove Condominium Owner’s Association, Inc.

By: Brad Pavloski, President

STATE OF WISCONSIN
COUNTY OF JUNEAU

Personally came before me this 26th day of SEPTEMBER, 2018, the above
named Brad Pavloski, President of Point Cove Condominium Owner’s Association, Inc., a
Wisconsin non-stock corporation, to me known to be the person who executed and
acknowledged the foregoing instrument as an act of the corporation by its authority.

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

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

LEGAL DESCRIPTION

Units 1 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 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 #5

(See Attached Plat as the next page)
Point Cove
condominium addendum #5

Units 35 and 37 of Point Cove Condominium Addendum #3 as recorded in Volume 1 of Condominium Plats Page 55 as Document number 2014005553.

Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2014005477.

First Amendment to Declaration of Condominium for Point Cove Condominium recorded as Document number 2014005425.

Second Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2014005325.

Third Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2014005247.

Fourth Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2014005425.

Fifth Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2014005247.

Being part of Lot 3 of Wood County Survey Map number 9428 as recorded in Volume 35 of Survey Maps on Page 168 as Document number 2014002098.

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

PROFESSIONAL LAND SURVEYOR'S CERTIFICATE:

I, Christopher J. Rems, hereby certify that I am a Professional Land Surveyor and

That I have fully complied with the provisions of Chapter 703 of the
Wisconsin State Statutes, Wood County Ordinance #701 and

That I have surveyed and mapped the property described and shown upon
the sheets of this Condominium Plat at the direction of Brad Pavloski for
Great Northern Timber Company, LLC, Zacate and agent to the owner, and

That said plat is a true and correct representation of the land surveyed
and the condominium described, to the best of my knowledge and belief, and

That the identification and location of each unit and the common

elements can be determined from the plat.

Date: 30 August, 2018

Christopher J. Rems
P.L. No. 2441

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 compliance with Chapter 703.42 (5) of the Wood County Land
Subdivision Ordinance #701.

Date: ____________________

RESIDENTIAL STRUCTURE:
TYPICAL BUILDING ENVELOPES AND SETBACKS
NOT TO SCALE

LOCATION MAP

PLAT
Solid--nurtured
Area

SECTIONS

NEPCO Lake

The building envelopes as shown herein are to the
furthest extension of any portion of the residential
structure constituting any unit unless otherwise
indicated.

Sheet 1 of 3

Pavloski Development
Cortes Roads, WI

NEPCO Lake
Point Cove
condominium addendum #5

Units 36 and 37 of Point Cove Condominium Addition #5 as recorded in Volume 1 of Condominium Plats, Page 50 as Document number 2014040453.

First Amendment to Declaration of Condominium for Point Cove Condominium recorded on Document number 20140528477.

Second Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2014062852.

Fourth Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2014064853.

Fifth Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2014065853.

Sixth Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2014066853.

NOTES:

Point Cove Condominium is subject to a "Water of Concern Agreement" recorded as Document No. 2015031315 and a "Declaration and Agreement of Restrictive Covenants" recorded as Document No. 2011030194.

The Declaration and Agreement of Restrictive Covenants recorded at Document No. 2011030194 above are on file with the City, Wisconsin, and are available for public inspection. The Declaration and Agreement of Restrictive Covenants recorded at Document No. 2011031315 above are on file with the City, Wisconsin, and are available for public inspection.

Point Cove Condominium is subject to a recorded Declaration of Restrictions for NEPCO Lakefront's Association, Inc., recorded at the following documents:

Declaration - Document no. 2012064887
Amended and Restated - Dec. no. 2013051031
Amended and Restated - Dec. no. 2013051032
Amended and Restated - Dec. no. 2014022309

The Declaration and Agreement of Restrictive Covenants recorded at Document No. 2011030194 above are on file with the City, Wisconsin, and are available for public inspection.

Table of Points:

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Sheet 3_of_3

Pavloski Development
Cesar Rock Land
          NEPCO Lakefront
SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR POINT COVE CONDOMINIUM TOWN OF SARATOGA, WOOD COUNTY, WISCONSIN

TIFFANY R. RINGER WOOD COUNTY REGISTER OF DEEDS RECORDED ON 11/07/2019 01:53PM
RED FEE: 30.00 EXEMPT #: 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, WI. 54646

(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 of 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. **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

By: [Signature]

Brad Pavloski, Member

---

STATE OF WISCONSIN )
COUNTY OF JUNEAU )

Personally came before me this 29TH 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.

[Signature]

Christopher J Renner
Notary Public - State of Wisconsin
My commission expires: January 23, 2022
UNIT 32 OWNER:

David J Ellenberger

Megan N Ellenberger

STATE OF Wisconsin )

COUNTY OF Portage ) ss

Personally came before me this 1st day of October, 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
My commission expires: 07/17/2020

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 RACINE ) ss

Personally came before me this 1st 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.

Ellen Galvan
Notary Public - State of WISCONSIN
My commission expires: 10-31-23

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

POINT COVE CONDOMINIUM ADDENDUM #3
(See Attached Plat as the next page)
Point Cove
condominium addendum #3

Legend:
- Roman cast iron monument, found
- Wooden cast iron monument, found
- 2 1/2" O.D. round iron pipe with 3" diameter aluminum cap, found
- 2 1/2" O.D. round iron pipe, found
- Cheesed Cross in concrete, found
- 1" O.D. round iron pipe with plastic cap, found
- 1 1/4" O.D. round iron pipe with plastic cap, found
- 3/4" x 1 1/4" round iron re-bar, placed weighing 1.50 lbs per linear ft.
- 1 1/4" x 1 1/4" round iron re-bar, placed weighing 4.50 lbs per linear ft.
[] Recorded as
- Woods / Ownership tie
- Paved Future Unit

29 - Unit Number

Note: See Declarations for Information Regarding Future Expansion

Point Cove
Addendum #3
Phase III - Units 29-38
31247 sq. ft
7.17 Acres
378012 sq. ft
8.66± Acres
[to meander line]
[total]

NEPCO Lake

See Sheet 3 of 8

See Sheet 4 of 8
Point Cove
condominium addendum #5

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 140 as Document number 217007688. 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 8 East, Town of Saratoga, Wood County, Wisconsin.

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RESIDENTIAL STRUCTURE

NOT TO SCALE

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

NOTES:

Point Cove Condominium is subject to a "Deed of Covenants" recorded as Document No. 2011903194 and a "Declaration and Agreement of Restrictive Covenants" recorded as Document No. 2011903194.

The Declaration and Agreement of Restrictive Covenants recorded as Document No. 2011903194 which is to be used for all restricted purposes, including the use of common areas only, as shown on the Declaration.

Point Cove Condominium is subject to a recorded Declaration of Restrictions for NEPCO Lake Owners Association, Inc. recorded as Document number 217007688 as amended and restated in Document number 213003618 as amended and restated in Document number 213003618 and as amended and restated in Document number 213003618.

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

Declaration – Document number 2011903194
Condominium Plan – Document number 2011903194
First Amendment – Document number 2011903194
Second Amendment – Document number 2011903194
Condominium Addendum – Document number 2011903194
Third Amendment – Document number 2011903194
Condominium Addendum No. 1 – Document number 2011903194
Condominium Addendum No. 2 – Document number 2011903194

12" utility easement, underground and overhead recorded as Document number 217007688.

Wisconsin Power and Light Company, Wood County Telephone Company, O/G/A Subsistance, Charter Cable Partners, LLC O/G/A Charter Communications and Wisconsin Gas LLC, O/G/A We Energies.

6" utility easement, underground and overhead recorded as Document number 217007688.

Wisconsin Power and Light Company, Wood County Telephone Company, O/G/A Subsistance, Charter Cable Partners, LLC O/G/A Charter Communications and Wisconsin Gas LLC, O/G/A We Energies.

The Declaration and its amendments, and its successors and assigns hereby reserve a permanent easement over and across all private roads and access ways within Point Cove Condominium for the benefit of all others serving or traversing by the Declaration, its amendments, and its successors and assigns.

See declarations for more information.

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

The designated private sewage treatment system for Units 34-39 will also be serving five additional future units for a total of ten units.

The common area, including the designated private sewage treatment systems for Units 29-33, is located in part of Lot 4 of Wood County Certified Survey Map number 9488. All remaining areas of the building setback are part of Lot 3 of Wood County Certified Survey Map number 9488.
EXHIBIT C

POINT COVE CONDOMINIUM ADDENDUM #6
(See Attached Plat as the next page)
Point Cove
condominium addendum #6

Unit 32, Unit 33 and Unit 34 of Point Cove Condominium addition, as recorded in Volume 1 of Condominium Plats, Page 55 as Document number 2014024353, Declaration of Condominium for Point Cove Condominium Town of Syrauco, Wood County, Wisconsin recorded as Document number 2017060847. First Amendment to Declaration of Condominium for Point Cove Condominium recorded as Document number 2018060393, Second Amendment to Declaration of Condominium for Point Cove Condominium Town of Syrauco, Wood County, Wisconsin recorded as Document number 2017121223, Third Amendment to Declaration of Condominium for Point Cove Condominium Town of Syrauco, Wood County, Wisconsin recorded as Document number 2017060847. Fourth Amendment to Declaration of Condominium for Point Cove Condominium Town of Syrauco, Wood County, Wisconsin recorded as Document number 2018060393. Fifth Amendment to Declaration of Condominium for Point Cove Condominium Town of Syrauco, Wood County, Wisconsin recorded as Document number 2019050585. Sixth Amendment to Declaration of Condominium for Point Cove Condominium Town of Syrauco, Wood County, Wisconsin recorded as Document number 2019050585. Being part of Lot 3 of Wood County Survey plat number 34/48 as recorded in Volume 53 of Survey Maps on Page 188 as Document number 2013070888. Located in the Northeast Quarter of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 5, Township 21 North, Range 6 East, Town of Syrauco, Wood County, Wisconsin.

COUNTY OF WOOD:

The County of Wood does hereby certify that this addendum to the Condominium Plat of Point Cove #4 and hereby is approved in compliance with Chapter 701.04(5) of the Wood County Land Subdivision Ordinance #701.

Date: 30 July, 2019

Christopher J. Kenney
P.S. No. 2447

PROFESSIONAL LAND SURVEYOR'S CERTIFICATE:

I, Christopher J. Kenney, hereby certify that I am a Professional Land Surveyor and

That I have fully complied with the provisions of Chapter 701.04 of the

Wisconsin State Statutes, Wood County Ordinance #701, the Town of Syrauco Building Code Ordinance No. 04-20-16A and the Town of Syrauco Zoning Ordinance No. 04-20-16A,

That I have surveyed and mapped the property described and shown upon these sheets of Condominium Plat at the direction of Great Northern Timber Company, LLC, and that said plat is a true and correct representation of the lands shown and is the best that can be done, to the best of my knowledge and belief, and

That the boundaries and location of each unit and the common elements can be determined from said plat.

Date: 30 July, 2019

Christopher J. Kenney
P.S. No. 2447

Pavloisk Development
NEPCOLake

LOCATION MAP

SCALE: 1 = 1000'

Point Cove condominium
Future Expansion Area

THIS

PLAT

NEPCO

LAKE

LARRY AVE

SECTION 6-21N-6E6

SECTION 5-21N-6E6

RECEIVED

Great Northern Timber Company LLC
P.O. Box 1027
Wisconsin Rapids, WI, 54494-1027

Field work completed: 24 July, 2019

Viewer Book, Pg. 128
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 201406534, Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012082631. First Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012108167. Second Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2013071601. Third Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 201307982. Fourth Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 201406534. Fifth Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 201503982. Sixth Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 201506965. Seventh Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 201608565. Eighth Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 201706865. Located in 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 Saratoga, Wood County, Wisconsin.

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 201406534. Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2012082631. Second Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2013071601. Third Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 201307982. Fourth Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 201406534. Fifth Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 201503982. Sixth Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 201506965. Seventh Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 201608565. Eighth Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 201706865. Located in the Northeast Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter as described in Volume 3, Survey Maps on Page 168 as Document number 201307605. Located in 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 Saratoga, Wood County, Wisconsin, more particularly described as herein:

Commencing at the Northwest corner of said Section 6, thence N 89°25'31" E along the North line of said Section a distance of 2057.10 ft to the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 6, thence S 00°23'47" E along the West line of said Northwest Quarter of the Northeast Quarter a distance of 1482.75 ft to the Southeast corner thereof, thence S 00°23'47" E along the West line of the Southeast Quarter of the Southwest Quarter of said Section 6 a distance of 93.07 ft, thence N 89°23'36" E a distance of 65.21 ft to a monument on the West line at said N 89°23'36" E of Point Cove Condominium Addendum #3 and the POINT OF BEGINNING, thence along the described lines and distances along a meander line of Neppi Lake, S 118°47'24" W a distance of 171.11 ft, thence N 41°54'25" W a distance of 14.85 ft, thence E 13°57'46" N a distance of 54.84 ft to the corner line of Unit 13, Point Cove Condominium Addendum #3, thence departing from said monument line the following bearings and distances along Units 12, 13 and said Unit 3 of Point Cove Condominium Addendum #3, S 27°14'11" W a distance of 25.26 ft, thence S 57°39'47" W a distance of 167.24 ft, thence E 67°26'46" W a distance of 5.73 ft to a curve to the left which has a radius of 183.00 ft, a delta angle of 119°20'44" and a grade that begins N 33°34'06" W a distance of 77.78 ft, thence along the arc of said circle a distance of 53.17 ft, thence E 57°39'47" N a distance of 35.96 ft to a line that has a radius of 40.00 ft, a delta angle of 148°23'35" and a chord that begins N 39°39'34.5° W a distance of 76.97 ft, thence along the arc of said circle a distance of 105.58 ft, thence N 27°14'11" E a distance of 53.25 ft, thence W 27°14'11" W a distance of 33.18 ft, thence S 00°23'47" W a distance of 47.54 ft to a monument on the West line of said Unit 34 and the POINT OF BEGINNING.

Including all lands lying between the unit lines extended, the meander line and the ordinary high water mark of Neppi Lake, Subje to easements, covenants, restrictions and rights-of-way of record.

NOTES:

Point Cove Condominium is subject to a recorded Declaration of Restrictions for NEPCO Lake Owners' Association, Inc., recorded as follows:

Declaration - Document number 201008417
Amended and Restated - Doc. no. 201101183
3rd amended and restated - Doc. no. 201306536
4th amended and restated - Doc. no. 201401249
Point Cove Condominium is subject to a recorded Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin, including amendments recorded as the following documents:

Declaration - Document number 2011008417
Condominium Plat - Document number 2012082631
First amendment - Document number 2012085632
Second amendment - Document number 2013071601
Condominium Addendum - Document number 2012082631
Second Amendment - Document number 2012010947
Third Amendment - Document number 2014020994
Fourth Amendment - Document number 2014021603
Condominium Addendum - Document number 2015080561
Fifth Amendment - Document number 201608565
Sixth Amendment - Document number 201706865

Point Cove Condominium is subject to a "Raiser of Cues Agreement", recorded as Document No. 2015021423 and a "Declaration of Agreement of Restricive Covenants" recorded as Document No. 2015021423.

The Declaration and Agreement of Restrictive Covenants contains restrictions on Document No. 2015021423 above for no site specific systems, holding tanks only.

Utility easement, underground and overhead, 2 ft each laid as recorded by Document No. 2015021423 above, maximum power and light company, Wood County Telephone Company (O.T.A. Salami), Charter Cable Partners, Ltd. 9/9/A Charters Communications and Wisconsin Gas Co., Ltd. 9/9/A We Energies.

Units 12 and 34 will be served by the designated private sanitary wastewater treatment systems as shown on the Condominium Plat of Point Cove Condominium Addendum #3 recorded as Document number 201406534 and as defined in the Declaration.

Neppi Lake elevations as shown herein are derived from the benchmark on the S.T.R. "TJ" Bridge, standing B-7 to B-8 which is a 2.5" drop iron stake in the north east shoulder.

Elevation provided by the Wisconsin Department of Transportation - 942.54 U.S.S. (M.V.D. 1929)
Point Cove
condominium addendum #5

Unit 34, Unit 32 and Unit 36 of Point Cove Condominium Addendum #3 as recorded in Volume 1 of Condominium Acts. Page 50 as Document number 201290833. Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 201290843. First Amendment to Declaration of Condominium for Point Cove Condominium recorded as Document number 201290835. Second Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 201291303. Third Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2014012947. Fourth Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2014012952. Fifth Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2018909050. Sixth Amendment to Declaration of Condominium for Point Cove Condominium Town of Saratoga, Wood County, Wisconsin recorded as Document number 2018909057. Being part of Lot 1 of Wood County Certifying Survey Map number 448 as recorded in Volume 33 of Survey Maps on Page 188 as Document number 201290768. Located in the Northeast Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 6, Township 21 North, Range 8 East, Town of Saratoga, Wood County, Wisconsin.

Unit 34 - Residential Structure

First Floor Plan:

Foundation Plan:

Residential Structure coordinates:

1 = N+430568.36
   E+796399.06
2 = N+430577.50
   E+796433.83

Unit Boundary coordinates:

3 = N+429364.03
   E+773927.65
4 = N+429266.78
   E+773607.40

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

The north line of the northeast quarter
4, Section 6, Township 21 North, Range 8 East, Town of Saratoga, Wood County, Wisconsin.

Graphic Scale: 1" = 20'
EXHIBIT D

CONSENT TO RELOCATE BOUNDARIES AND MERGE UNITS
(See Attached Written Consent forms as the next page)
Consent to Relocate Boundaries and Merge Units

Re: Point Cove Condominium
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 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: 10-19-19

Date: 10-14-19

Scott A. Bunting
Jennifer Bunting

ACKNOWLEDGMENT

STATE OF WISCONSIN )

COUNTY OF Waukesha )

Personally came before me this 14 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.

Mike Rasmussen
Notary Public - State of Wisconsin
My commission expires: 05/31/2021

MIKE RASMUSSEN
Notary Public
State of Wisconsin
Consent to Relocate Boundaries and Merge Units

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

Craig A. Van Asten

Date: 9/5/19

Erin M. Van Asten

ACKNOWLEDGMENT

STATE OF (WI) ss.

COUNTY OF (Wood) ss.

Personally came before me this 5th day of September, 2019, the above named Craig A. Van Asten and Erin M. Van Asten, to me known to be the person(s) who executed and acknowledged the foregoing instrument as their individual act.

Tara O'Connor
Notary Public - State of WI
My commission expires: 10/19/19

CONSENT OF MORTGAGEE

The undersigned, Paper City Savings, 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.

ACKNOWLEDGMENT

STATE OF ( ) ss.

COUNTY OF ( )

Personally came before me this ___ day of ______________, 2019, the above named __________, its ___________________________ to me known to be the person(s) who executed and acknowledged the foregoing instrument as an act of the corporation by its authority.

Notary Public - State of ___________________________
My commission expires: ___________________________
Consent to Relocate Boundaries and Merge Units

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.

Date: 9/18/19

Debra A Edwards
Paper City Savings
DEBRA A EDWARDS, EVP

ACKNOWLEDGMENT

STATE OF Wisconsin

COUNTY OF Wood

Personally came before me this 18th day of September, 2019, the above named to me known to be the person(s) who executed and acknowledged the foregoing instrument as an act of the corporation by its authority.

[Signature]
Notary Public
State of WI County of Wood
My commission expires: 12/30/19
Consent to Relocate Boundaries and Merge Units

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

Tadeusz Jankowski
Reta Kunz-Jankowski

ACKNOWLEDGMENT
STATE OF ILLINOIS )
) ss.
COUNTY OF McHenry

Personally came before me this 01 day of OCTOBER, 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 M. VATER, Notary Public - State of Illinois
My commission expires: 10/29/20

Official Seal
SANDRA M. VATER
Notary Public, State of Illinois
My Commission Expires 10/29/20
Consent to Relocate Boundaries and Merge Units

Re:  Point Cove Condominium
     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.

Date: October 1, 2019

Members' Advantage Credit Union
Scott G. Vandehy - EVP

ACKNOWLEDGMENT

STATE OF (Wisconsin) ss.

COUNTY OF (Wood)

Personally came before me this 1st day of October, 2019, the above named
Scott G. Vandehy, its E.V.P., to me known to be the person(s) who executed and acknowledged the foregoing instrument as an act of the corporation by its authority.

Carol A. Witting
Notary Public, State of Wisconsin
Commission expires: 8-19-21
Consent to Relocate Boundaries and Merge Units

Re: Point Cove Condominium
   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: August 7, 2019

Date: Aug. 7, 2019

Mary Ritchay

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 above to relocate the boundaries and merge Units 32, 33 and 34 into two units.

ACKNOWLEDGMENT

STATE OF (Wisconsin) ss.

COUNTY OF (Wood)

Personally came before me this 7th day of Aug 2019, the above named John Ritchay and Mary Ritchay, to me known to be the person(s) who executed and acknowledged the foregoing instrument as their individual act.

PATRICIA A. HEEG

Notary Public - State of Wisconsin

My commission expires: 3-20-2020
Consent to Relocate Boundaries and Merge Units

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 WI

COUNTY OF Wood

Personally came before me this 15th day of August, 2019, the above named
REGINALD BARTON, its President
acknowledged the foregoing instrument as an act of the corporation by its authority.

Robert P Barton
Notary Public - State of Wisconsin
My commission expires: Oct 11, 2019
Consent to Relocate Boundaries and Merge Units

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

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
Date: Aug 5, 2019

ACKNOWLEDGMENT

STATE OF Florida )
COUNTY OF Sumter ) ss.

Personally came before me this 5th day of August, 2019, the above named Arne Nessa and Faye Nessa, to me known to be the person(s) who executed and acknowledged the foregoing instrument as their individual act.

Notary Public - State of Florida
My commission expires: 09/01/23

STEFANIE D. WRIGHTSON
MY COMMISSION #: GG 342734
EXPIRES: June 27, 2023
Bonded thru Notary Public Underwriters
Consent to Relocate Boundaries and Merge Units

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

Date: 9/27/19

Patrick Parrish
Sharon Parrish

ACKNOWLEDGMENT
STATE OF, )
 ) ss.
COUNTY OF Dane )

Personally came before me this 27th day of September, 2019, the above named Patrick Parrish and Sharon Parrish, to me known to be the person(s) who executed and acknowledged the foregoing instrument as their individual act.

CHIMENG YANG
Notary Public - State of Wisconsin
My commission expires: 8/15/23
Consent to Relocate Boundaries and Merge Units

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.

Date: 8/16/2019

Craig D. Smits

Date: 8/16/2019

Sara A. Smits

ACKNOWLEDGMENT
STATE OF  \( \text{WI} \) ss.
COUNTY OF Wood

Personally came before me this 16th day of August, 2019, the above named Craig D. Smits and Sara A. Smits, to me known to be the person(s) who executed and acknowledged the foregoing instrument as their individual act.

Donna K. Szymanski
Notary Public - State of WI
My commission expires: 8/18/19
Consent to Relocate Boundaries and Merge Units

Re: Point Cove Condominium
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   )

Personally came before me this 30th day of July, 2019, the above named Brad Pavloski, member of Great Northern Timber Company, LLC, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Christopher J Renner
Notary Public - State of Wisconsin
My commission expires: 23 January, 2022
Consent to Relocate Boundaries and Merge Units

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

Date: 9/5/19

ACKNOWLEDGMENT
STATE OF ILLINOIS )
COUNTY OF McHenry ) ss.
Personally came before me this 5 day of September, 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.

M Rosenmayer
Notary Public - State of
My commission expires: 9/14/2020

Official Seal
M Rosenmayer
Notary Public State of Illinois
My Commission Expires 08/11/2020
Consent to Relocate Boundaries and Merge Units

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, 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: 8/20/19

WoodTrust Bank

ACKNOWLEDGMENT
STATE OF WISCONSIN

Before me this 20th day of August, 2019, the above named

Lori VanAsten
Notary Public - State of Wisconsin
My commission expires: 4-14-2023
Consent to Relocate Boundaries and Merge Units

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

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.

Date: 9/20/19

Date: 9/80/19

ACKNOWLEDGMENT
STATE OF WI)
COUNTY OF WOOD)

Personally came before me this 20th 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.

Debra L Franz
Notary Public - State of WI
My commission expires: 8-23-2023
Consent to Relocate Boundaries and Merge Units

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.

Date: 9-25-19

Craig M. Bennett

Date: 9-25-19

Theresa I. Bennett

ACKNOWLEDGMENT
STATE OF )
) ss.
COUNTY OF Milwaukee)

Personally came before me this 25th day of September, 2019, the above named Craig M. Bennett and Theresa I. Bennett, to me known to be the person(s) who executed and acknowledged the foregoing instrument as their individual act.

Kathleen S. Rivedal
Notary Public - State of Wisconsin
My commission expires: 06/10/2023
Consent to Relocate Boundaries and Merge Units

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

Date: 8-6-19

ACKNOWLEDGMENT
STATE OF ___

COUNTY OF Wood ___ ss.

Personally came before me this 16th day of August, 2019, the above named Eric M. Bergeron and Jennifer A Huntington, to me known to be the person(s) who executed and acknowledged the foregoing instrument as their individual act.

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 above to relocate the boundaries and merge Units 32, 33 and 34 into two units.

ACKNOWLEDGMENT
STATE OF ____________ )

COUNTY OF ____________ ) ss.

Personally came before me this ___ day of ____________, 2019, the above named ____________, its ____________, to me known to be the person(s) who executed and acknowledged the foregoing instrument as an act of the corporation by its authority.

__________________________
Notary Public - State of ____________
My commission expires: ____________
Consent to Relocate Boundaries and Merge Units

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: 10/2/19

Date: 10/2/19

Acknowledgment
STATE OF Wisconsin
COUNTY OF Shiocton

Personally came before me this 2nd day of October, 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.

Mary J. Torcise
NOTARY PUBLIC

My commission expires: May 3, 2020
Consent to Relocate Boundaries and Merge Units

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

The undersigned, Steven J. Kliment and Margaret M. Kliment owners of Unit 28 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: 8/7/19

Date: 8/7/19

Steven J. Kliment
Margaret M. Kliment

ACKNOWLEDGMENT
STATE OF ILLINOIS

COUNTY OF Dupage

Personally came before me this 7 day of August, 2019, the above named Steven J. Kliment and Margaret M. Kliment, to me known to be the person(s) who executed and acknowledged the foregoing instrument as their individual act.

FEDERICO A. RODRIGUEZ
Official Seal
Notary Public - State of Illinois
My Commission Expires Mar 20, 2022

Notary Public - State of
My commission expires: 3/20/22
Consent to Relocate Boundaries and Merge Units

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  
Terry A. Easton

Date: 8/6/19  
Michelle J. Easton

ACKNOWLEDGMENT
STATE OF WI ss.
COUNTY OF Dane

Personally came before me this 8/6/19, 2019, the above named Terry A. Easton and Michelle J. Easton, to me known to be the person(s) who executed and acknowledged the foregoing instrument as their individual act.

Stacey Omernick  
Notary Public - State of WI  
My commission expires: 6-14-2020

CONSENT OF MORTGAGEE

The undersigned, 1st National Bank of Berlin, first 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.

ACKNOWLEDGMENT
STATE OF } ss.
COUNTY OF )

Personally came before me this ___ day of _____________, 2019, the above named ____________, its ____________, to me known to be the person(s) who executed and acknowledged the foregoing instrument as an act of the corporation by its authority.

______________________________
Notary Public - State of ____________
My commission expires: ______________
Consent to Relocate Boundaries and Merge Units

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

Terry A. Easton

Michelle J. Easton

ACKNOWLEDGMENT
STATE OF WI
COUNTY OF

Personally came before me this 8th day of August, 2019, the above named Terry A. Easton and Michelle J. Easton, to me known to be the person(s) who executed and acknowledged the foregoing instrument as their individual act.

Stacey Omernick
Notary Public - State of WI
My commission expires: 6-14-2020

CONSENT OF MORTGAGEE

The undersigned, 1st National Bank of Berlin, first 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.

ACKNOWLEDGMENT
STATE OF WI
COUNTY OF

Personally came before me this 12th day of August, 2019, the above named person(s) who executed and acknowledged the foregoing instrument as an act of the corporation by its authority.

Lindsay Monacelli
Notary Public - State of WI
My commission expires: 4-11-2021
Consent to Relocate Boundaries and Merge Units

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

Date: 1/6/2019

Gary Kleker
Meredith Kleker

ACKNOWLEDGMENT

STATE OF Wisconsin )
COUNTY OF Door ) ss.

Personally came before me this 6th day of September, 2019, the above named Gary Kleker and Meredith Kleker, to me known to be the person(s) who executed and acknowledged the foregoing instrument as their individual act.

Michelle J. Easton
Notary Public - State of Wisconsin
My commission expires: 9/17/2020

MICHELLE J. EASTON
Notary Public
State of Wisconsin

My Commission Expires
February 7, 2020
Consent to Relocate Boundaries and Merge Units

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.

Date: 9/16/19

Date: 9/16/19

David J. Ellenberger

Megan N. Ellenberger

ACKNOWLEDGMENT

STATE OF Wisconsin

COUNTY OF Portage

Personally came before me this 16th day of September, 2019, the above named David J. Ellenberger and Megan N. Ellenberger, to me known to be the person(s) who executed and acknowledged the foregoing instrument as their individual act.

Michelle J. Easton

Notary Public - State of Wisconsin

My commission expires: 9/16/20

MICHELLE J EASTON
Notary Public
State of Wisconsin

My Commission Expires
February 7, 2020
Consent to Relocate Boundaries and Merge Units

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.

Date: 8/13/19

Date: 8/13/19

ACKNOWLEDGMENT
STATE OF WISCONSIN )
COUNTY OF Racine ) ss.

Personally came before me this 12th day of August, 2019, the above named Donald E. Meredith and Cherie A. Meredith, Revocable Trust, to me known to be the person(s) who executed and acknowledged the foregoing instrument as their individual act.

Ellen Galvan
Notary Public - State of Wisconsin
My commission expires: 10-18-19
Consent to Relocate Boundaries and Merge Units

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

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 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: 8/5/19

Donald E. Meredith

Date: 8/5/19

Cherie A. Meredith

ACKNOWLEDGMENT
STATE OF WISCONSIN

COUNTY OF ) ss.

Personally came before me this 5th day of August, 2019, the above named Donald E. Meredith and Cherie A. Meredith, Revocable Trust, to me known to be the person(s) who executed and acknowledged the foregoing instrument as their individual act.

Ellen Galvan
Notary Public - State of Wisconsin
My commission expires: 10-18-19
Consent to Relocate Boundaries and Merge Units

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.

Date: 9/16/19

Date: 9/16/19

Denise A. Kmiec-Galasso
Notary Public - State of Illinois
My commission expires: Dec 26, 2021
Consent to Relocate Boundaries and Merge Units

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: 9/20/19

JASON J. GRUSZYNSKI

Date: 9/20/19

LYNETTE M. GRUSZYNSKI

ACKNOWLEDGMENT
STATE OF (W) ) ss.
COUNTY OF (WOOD) )

Personally came before me this 20th day of September, 2019, the above named Jason J. Gruszynski and Lynette M. Gruszynski, to me known to be the person(s) who executed and acknowledged the foregoing instrument as their individual act.

Debra L. Franz
Notary Public - State of (W)
My commission expires: 8-23-2023
Consent to Relocate Boundaries and Merge Units

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

Lucrecia Pawlak

______________

Date: ______________

ACKNOWLEDGMENT
STATE OF Wisconsin ) ss.

COUNTY OF Walworth )

Personally came before me this 3 day of September, 2019, the above named Eugene R. Pawlak and Lucrecia Pawlak, to me known to be the person(s) who executed and acknowledged the foregoing instrument as their individual act.

Deanne R. Conrad
Notary Public - State of Wisconsin
My commission expires: 10-27-21