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DECLARATION

Document Number

**RESTATED CONDOMINIUM
DECLARATION FOR
GOPHER POINT ESTATE CONDOMINIUM
TOWN OF PRAIRIE LAKE,
BARRON COUNTY, WISCONSIN**

RETURN TO:
Ruder Warc, L.L.S.C.
Attn: Joseph R. Mirr
P.O. Box 187
Eau Claire, WI 54702-0187

Parcel Identification Numbers:
036-4100-01-000 to 036-4100-99-000
036-4101-00-000 to 036-4101-14-000

LEGAL DESCRIPTION:

Unit Nos. 1 to 114, inclusive, and with each a 1/114 common element of Gopher Point Condominium, Town of Prairie Lake, Barron County, Wisconsin.

**RESTATED CONDOMINIUM DECLARATION
FOR
GOPHER POINT ESTATE CONDOMINIUM
TOWN OF PRAIRIE LAKE
BARRON COUNTY, WISCONSIN**

DECLARANT:

Gopher Point Development Company, LLC
1740 Brackett Avenue
Eau Claire, WI 54701

THIS RESTATED DECLARATION is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes, as amended or restated (the "Act") effective March 9, 2006, by Gopher Point Development company, LLC, a Wisconsin limited liability company (the "Declarant").

Definitions

The following definitions shall be applicable, unless otherwise specifically provided, to this Declaration, any supplementary declaration (a "Supplementary Declaration"), and any amendment hereto (an "Amendment") recorded pursuant to the provisions of this Declaration.

"Declaration" shall mean the covenants, conditions, and restrictions and all other provisions herein set forth in this entire document and as the same may from time to time be amended.

"Association" shall mean and refer to Gopher Point Estate Condominium Association, Inc., a Wisconsin corporation organized pursuant to Chapter 181 of the Wisconsin Statutes, its successors and assigns.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit, except that as to any Unit which is the subject of a land contract wherein the purchaser is in possession, the term "Owner" shall refer to such person instead of the vendor.

"Mortgage" shall mean any mortgage or other security agreement by which a Unit or any part thereof is encumbered.

“**Mortgagee**” shall mean any person or firm named as the Mortgagee under any mortgage by which the interest of any Owner is encumbered, or any successor to the interest of such person or firm under such Mortgage.

“**Act**” shall mean the Wisconsin Condominium Ownership Act, Chapter 703, *Wisconsin Statutes*, as amended.

“**Board**” or “**Board of directors**” shall mean the board of directors of the Association.

“**Plat**” shall mean the Plat of Gopher Point Estate condominium, as recorded in the office of the Register of Deeds for Barron County, Wisconsin.

1. STATEMENT OF DECLARATION.

The purpose of this Declaration is to submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership in the manner provided by the Act and this Declaration.

The Declarant declares that it is the owner of the real property described in Section 3 below, together with all buildings and improvements thereon or to be constructed thereon (the “Property”) which is hereby submitted to the condominium form of ownership as provided in the Act and this Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved and in all respect otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant and its successors and assigns, and to all parties hereafter having any interest in the property.

2. NAME AND ADDRESS.

The real estate described in Section 3 and all buildings and improvements thereon and thereto shall be known as GOPHER POINT ESTATE CONDOMINIUM (the” Condominium”). The address of the Condominium is 2350 11 ½ Avenue, Cameron, Wisconsin 54822.

3. LEGAL DESCRIPTION.

The legal description of the condominium is described on Exhibit A attached hereto and incorporated by reference.

4. DEFINITION AND DESCRIPTION OF UNITS.

- 4.1 Number. The condominium shall consist of a minimum of seventy-six (76) And a maximum of one hundred fourteen (114) residential building sites (each of which is individually referred to as a "Unit" and all of which together are referred to as the "Units").
- 4.2 Definition. A Unit is any one of the following: (a) one of the single family residence building sites identified as Units 55-84, 87-90, and 111-114 on the Plat hereto, on which a single family residence is or will be constructed; (b) one-half (1/2) of any one of the twin building sites identified as Units 1-54, 85-86, and 91-110 on the Plat, on which a single family residence is or will be constructed. Each Unit shall include all fixtures and improvements thereon. For example, if two single family residences are constructed on each of the halves of the twin building site identified as 1 and 2 on the Plat, one residence would be identified as Unit 1 and one would be identified as Unit 2. If one single family residence is constructed on the combined halves identified as 1 and 2 on the Plat, the residence would be identified as Unit 1. If all twin building sites are constructed as combined halves, there will be seventy-six (76) total Units. There will be no Units 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 28, 40, 42, 44, 46, 48, 50, 52, 54, 86, 92, 94, 96, 98, 100, 102, 104, 106, 108, or 110.
- 4.3 Identification. The Units are designated by identifying Unit numbers as set forth in the Plat and above. Units' numbers 1 through 110, inclusive, are sometimes referred to herein as mainland units. Units numbered 111 through 114, inclusive are sometimes referred to herein as island units. The locations for the various Units are as set forth in the Plat. The approximate dimensions of the building to be built on each Unit, the common and limited common elements to which the Units have access, and further details identifying and describing the Units are as set forth in the Plat and below.

5. DESCRIPTION AND LOCATION OF BUILDINGS.

- 5.1 Waterfront units and mainland back units. The twenty-seven (27) twin building sites identified as Units 1-54 and are sometimes referred to below as waterfront Units. The thirty-four (34) single building sites on the Plat and eleven (11) twin building sites on the Plat identified as Units 55-110 are sometimes referred to below as mainland back Units. The four single building sites on the Plat identified as Units 111-114 are sometimes referred to as island Units. All island Units shall be single family dwellings.

- 5.4 Location of Buildings on Sites. Each individual building shall be located as close to the center of the Site as reasonably feasible in order to maximize separation between buildings.
- 5.5 Twin Building Site Purchase. Both halves of any twin building site identified as Units 1-54, 85-86, and 91-110 on the Plat may be purchased for the purpose of construction of one single family residence having a minimum of 2500 finished square feet above ground on the combined halves. Any such owner shall pay assessments for two (2) units and have two (2) votes in the Association and shall have a $2/x$ interest in all common and limited common facilities, where x is the total number of Units in the Condominium. If a Twin Building site platted is deemed unbuildable as a Twin home by developer the site will be treated as a single site for purposes of assessments and voting rights.
- 5.6 Water Front Units. The owner or owners of each twin building site which is a waterfront Unit (identified as Units 1-54 on the Plat) may, at their expense and subject to applicable local and state regulations, purchase, install and maintain an individual dock, the design of which shall be approved by the architectural committee prior to installation to maintain uniformity. For example, if the halves of the twin building site identified as Units 1-2 on the Plat are owned by separated Owners, each Owner may purchase, install and maintain one dock, which shall be a limited common element appurtenant to each owner's unit.

6. COMMON ELEMENTS AND FACILITIES.

6.1 Description. The common elements and facilities shall consist of all of the Condominium, its improvements and appurtenances, except the individual Units, and shall include without limitation, any common facilities for recreational or storage purposes, and the roads, walks, trails, driveways, and landscaping comprising or which may comprise the condominium property. Parking facilities which are not specifically and permanently assigned to a Unit, as provided in Section 7.2 below shall be equally available to all owners. If the Board of Directors shall deem it to be in the best interest of the Association, the Board may rent all or any portion of such nonassigned parking facilities on whatever terms and conditions it chooses.

6.2 Horse Traffic Restriction. All horse traffic is restricted to the common areas designated for that use, except that an Owner may ride horses to an Owner's Unit utilizing the most direct route from a common area designated for that use to the Owner's Unit. Any horses outside the stable, riding and pasture areas shall, at all times except as stated above, be kept on the trails designated on the Plat and riders shall observe posted hours of use for such trails. All riders shall clean up all manure produced by their horse during trail riding and dispose of it at the equestrian center's manure storage area.

6.3 Other Traffic Restriction. All pedestrians, bicyclists, and other non-motorized traffic shall keep on the roads and trails designated on the Plat. All trail traffic shall observe posted hours of use. No snowmobiles, all-terrain or other motorized vehicles may be operated other than on the roads designated on the Plat, except for condominium maintenance vehicles; provided, however, that electric golf carts may be operated on the trails designated on the Plat. No traffic of any sort allowed on trails when trails are soft or wet.

6.4 Construction of Recreational Facilities. Common element recreational facilities will be constructed by the Declarant at its expense according to the provisions schedule. Upon completion of construction, each recreational facility shall be a common element to be operated and maintained by the Association. Once begun, the Declarant shall diligently pursue completion of a recreational facility.

6.4.1 First Stage. Subject to the Declarant's ability to obtain all necessary permits and approvals, the Declarant shall begin construction of the following recreational facilities no later than thirty (30) days after the closing on the sale of the first Unit:

- (a) Unpaved trails and roads as shown on the Plat; and
- (b) Boat landing as shown on the Plat

6.4.2 Second Stage. Subject to the Declarant's ability to obtain all necessary permits and approvals, the Declarant shall begin construction of the following recreational facilities after the closing on the sale of the Unit that shall result in the Declarant receiving gross proceeds from sales of Units totaling \$1,875,000, which is anticipated to approximate 25% of the Units. Such construction shall begin no later than the earlier of thirty (30) days after said closing or, if weather prevents construction at that date, the 31st of May following said closing:

- (a) Horse facilities, including stable and fenced riding and pasture areas;
- (b) Kayak rack;
- (c) Volleyball court;
- (d) Horseshoe court; and
- (e) Gazebo

6.4.3 Third Stage. Subject to the Declarant's ability to obtain all necessary permits and approvals, the Declarant shall begin construction of the following recreational facilities after the closing on the sale of the mainland Units that shall result in the Declarant receiving gross proceeds from sales of mainland Units totaling \$3,750,000, which is anticipated to approximate 50% of the mainland Units. Such construction shall begin no later than the earlier of thirty (30)

days after said closing or, if weather prevents construction at that date, the 31st of May following said closing:

- (a) Club House, including indoor pool.
- (b) Tennis Court.

6.5 Island Use Restriction. Use of the island, including the island Units, the limited common elements appurtenant to the island units, and the common elements located adjacent to the island units, is restricted to the owners and invitees of the island units. This island use restriction shall not be modified without the written consent of all owners of said island units.

7. LIMITED COMMON ELEMENTS

7.1 Description. A portion of the common elements and facilities are designated as "limited common elements" as shown in the Plat and described herein. Such limited common elements shall be reserved for the exclusive use of the owner or occupant of the Unit to which they are appurtenant to the exclusion of all other Units in the condominium. Such limited common elements consist of patios, decks, parking spaces, the fifteen (15) feet immediately surrounding each residence constructed on a Unit, except for potential use for well and septic of other units, docks as provided in Sections 5.6 and slips as provided in Section 7.3, and such other limited common elements as may be identified in the Plat.

7.2 Assigned Parking and Storage. Outdoor parking spaces shown on the Plat as contiguous to a Unit shall constitute a limited common element of such Unit and shall be of the approximate size and location as shown on the Plat.

7.3 Assigned Slips. Subject to the Declarant's ability to obtain all necessary permits and approvals, the Declarant shall be responsible for coordinating the installation of four 20-slip docks where a "slip" is defined as a parking place for one (1) watercraft, of which up to two (2) slips may be purchased for 1/20th of the total 20-slip dock price each, by each of the Owners of certain mainland back Units, among those identified as 55-110 on the Plat, which shall be offered and assigned as such Units are sold by the Declarant. Once an Owner has purchased a slip, it shall be a limited common element of the Unit assigned to it. If all twin building sites identified as 85-86 and 91-110 on the Plat are developed as separate halves, sixteen (16) Units will have no slip rights. At present those units are; 91-106.

7.4 Well and Septic. Wells and septic systems shall be limited common elements of the Units they serve and may be located in common areas and limited common elements. Wells and septic of units may be placed in other non-served units' limited common element if determined necessary

by Developer. Each Owner, at the Owner's expense, shall be responsible for maintaining and repairing the well and septic systems serving the Owner's residence. Such maintenance and repair shall include restoration of all common areas disturbed by repair and maintenance activities, including, but not limited to, reseeding or resodding of lawns. If a well or septic system serves residences owned by more than one owner, all such owners of residences sharing such system shall pay their respective share. Unless otherwise agreed in writing between both owners, each owner of a half of a twin building site shall be responsible for one-half (1/2) of the maintenance charges related to the well and septic system serving the Units on the site. Single Family Unit Wells & Septic electric meter charges will be paid by unit owners; whereas the association will pay for well & septic meter charges for all twin units.

7.5 Use. The manner of use of the limited common elements shall be governed by the Bylaws of, and such rules and regulations as may be established by, the Association and no Owner shall cause the same to be used in any manner contrary to said Bylaws, rules and regulations.

7.6 Assignment. Any Owner may assign the Owner's rights to use an assigned limited common element, such as a parking space, dock or slip, to any other Owner in the Condominium. The use of the limited common element so assigned shall thereupon become appurtenant to the Unit owned by the assignee. Such assignment shall be by written lease and shall be kept on file with the Association.

The assignment shall be subject to the rights of any existing mortgagee with respect to the limited common element so assigned. After such an assignment, the assigning Owner and the Owner's successors in interest shall have no further right to use the limited common elements. The use of limited common elements may be assigned only to owners of Units in the Condominium. Any such assignment shall not affect the voting rights or percentage ownership interests of either party.

8. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

Each Owner shall own an undivided interest in the common elements and facilities, except for Island use restrictions listed in Section 6.5, as a tenant in common with all other Owners. Except as otherwise limited in the Declaration, such rights shall be appurtenant to and run with the Owner's Unit.

Upon the sale of all of the Units of the condominium by the Declarant, the percentage of such undivided interest in the common elements and facilities and limited common elements relating to each Unit and its owner for all purposes, including proportionate payment of common expenses, shall be determined by dividing the number of units owned by the number

one hundred fourteen (114) that represents the total number of Units in the condominium.

Other than as located in the floors, ceilings, or walls of the Owner's residence, no Owner shall own any pipes, wires, septic systems, holding tanks, conduits, public utility lines or other structural components running through a Unit or that service more than one Unit, except as a tenant in common with the other owners served by such items. Any expense related to the repair or replacement of the existing systems or component parts thereof shall be proportionally shared by all owners so served.

9. ASSOCIATION OF UNIT OWNERS.

9.1 Membership, Duties and Obligations. All Owners shall be entitled and required to be a member of an association of Owners to be known as Gopher Point Estate Condominium Association, Inc. (the "Association"). The Association shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the common elements and facilities, and limited common elements. The Association shall be incorporated as a non-profit corporation under the laws of the State of Wisconsin. Each Owner and the occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the Bylaws and rules and regulations of the Association.

9.2 Voting Rights. Each Unit shall be entitled to one (1) vote at meetings of the Association. Only one membership and one vote shall exist for each Unit; if title to a Unit is held by more than one person, the membership related to that Unit shall be shared by owners in the same proportionate interests and by the same type of tenancy in which title to the Unit is held. If the combined halves of a twin building site are owned for the purpose of one single family residence, it shall be considered one (1) Unit with two (2) votes and two (2) assessments.

9.3 The respective rights, qualifications, and obligations of the members shall be as set forth in the Bylaws of the Association.

9.4 Declarant Control. Notwithstanding any other provisions herein contained, the Declarant, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and officers of the Association and to create and amend the Bylaws or rules and regulations of the Association, until the earlier of: (a) ten (10) years from the date of first sale of a Unit by the Declarant, (b) thirty (30) days after the conveyance by the Declarant of seventy-five percent (75%) of the common element interest to purchasers, or (c) until such earlier time as may be determined by the Declarant, subject in each case to provisions

of the Act (such time being referred to as the period of "Declarant Control). The Owners other than the Declarant shall have the rights as set forth in the Act and the Bylaws to elect certain members of the Board prior to the end of Declarant Control. Each owner of a condominium Unit in The Condominium shall be deemed by acceptances of any deed to any Unit to agree, approve, and consent to the right of the Declarant to so control the Association.

9.5 Associated Personnel. The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the condominium. The Association may contract for common services or utilities as may be required for each Unit.

9.6 Architectural Control Committee.

9.6.1 Appointment. The Declarant shall be the only member of the Architectural Control Committee during the period of Declarant Control. Upon the conclusion of the period of Declarant Control, the members of the Committee shall be appointed by the Association's Board of Directors.

9.6.2 Plan Approval. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, improved, altered, made, or done without the prior written approval of the Architectural Control Committee. The Architectural Control Committee shall make its decisions based on the restrictive covenants applicable to the Property, this Declaration and the Association's Bylaws. After the period of Declarant Control, the applicant may appeal an adverse Architectural Control Committee decision to the Board of Directors of the Association, which may reverse or modify such decision by two-thirds (2/3) vote. Approval by the Architectural Control Committee does not relieve an Owner from the responsibility to obtain all necessary permits prior to the start of construction.

9.6.3 Other Restrictions. Upon conveyance of the first Unit to an owner other than the Declarant, The Architectural Control Committee shall adopt general rules to regulate the external design, appearance, use, location, and maintenance of the Property and improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. The Architectural Control Committee shall interpret this Declaration, the Association's Bylaws, and any restrictive covenants affecting the Property, including but not limited to rules to regulate animals, antennas, satellite dishes, signs, storage and use of recreational vehicles, storage and use of machinery, uses of outdoor drying lines, trash containers, planting,

maintenance and removal of vegetation on the Property. Such general rules may be adopted or amended by an affirmative vote of two-thirds of the Association's Board of Directors following a hearing of Association members of which due notice has been given in writing to such members. Provided, while the Declarant is serving as the Architectural Control Committee, no such notice to Association members or approval of its Board of Directors is required. All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions.

9.6.4 Exceptions. The Architectural Control Committee may issue permits to except any prohibitions expressed or implied by this section, provided the Committee can show good cause and acts in accordance with adopted guidelines and procedures.

9.7 The Association may, at a future time, merge or consolidate with another association. If this occurs, the surviving or consolidate association shall acquire all rights, properties, and obligations of this Association. The Association identified in Section 9.1 above may acquire all the rights, properties, and obligations of another association. The surviving or consolidated association shall administer the covenants and restrictions established by this declaration within the Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change, or addition to the covenants as hereinafter provided. Members of each pre-existing association representing the percentage of the votes then required by law or, if a greater percentage, the percentage specified in a pre-existing association's declaration, must approve any such merger or consolidation. The percentage of votes required to approve a merger of this Association shall be governed by 703.275(4) of the Act, as amended or recreated, which would currently required approval by seventy-five percent (75%) of the votes in a vote to merge.

10. RESIDENTIAL PURPOSES.

Each residence constructed on a Unit shall be used, improved, and devoted exclusively to residential use with not more than one "family" (as such term is defined from time to time by the applicable zoning ordinances) occupying each residence. If "family" is not defined by ordinance, it shall mean those persons who regularly and consistently live with the owner on an ongoing basis. Nothing herein shall be deemed to prevent an Owner from leasing a residence for occupancy by not more than one "family" (as defined above) subject to all of the provisions of the Declaration. Any such leasing shall be evidenced by a written lease which specifically references the Tenant's obligations to abide by all provisions of this Declaration, Bylaws, and rules. No owner shall occupy or use the Unit or

the limited common elements appurtenant thereto, or permit the same or any part thereto to be occupied to be used, for any purpose other than as a private residence for the Owner, the Owner's family, or the Owner's lessees or guests. The Declarant reserves the right to use one or more Units as an office and/or model.

11. COVENANTS FOR MAINTENANCE ASSESSMENTS

11.1 Creation of the Lien and Personal Obligation. The Declarant hereby covenants, and each Owner of any Unit by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following: (i) annual general assessments or charges, and (ii) special assessments for capital improvements.

All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

11.2 General Assessment.

11.2.1 Purpose of Assessment. The general assessment levied by the Association shall be used exclusively for the purposes of:

- (a) Improvement and maintenance of common elements, including without limitation, facilities.
- (b) Purchasing outside vendor services including but not limited to maintenance of common areas, items c & d, insurance, trash collection, and utilities. In no event shall the Association be obligated to purchase fire or casualty insurance insuring the personal property of Owners.
- (c) Snow plowing and snow removal of all common element and limited common element roads, driveways and walkways.
- (d) Mowing, trimming, and raking in the fall limited common element lawns, common area lawns.

11.2.2 Basis for Assessment.

- (a) Each Unit which is sold to a party other than the Declarant shall be assessed at a uniform rate.
- (b) The Declarant shall provide, at its expense, all the services which are contemplated to be within the scope of Unit assessments, until September 1, 2004 (the "Interim Period"). However, the Owner of any Unit who acquires title during the Interim Period shall pay to the Declarant a monthly assessment as established by the Declarant and listed in Exhibit A to the Bylaws of the Association, prorated in the month of title acquisition. Such monthly assessment shall terminate at the conclusion of such interim period.
- (c) No later than ninety (90) days before the end of the Interim Period, the President shall call a meeting of the Board for the purpose of establishing the annual budget and general assessment for the calendar year, or portion thereof, beginning at the conclusion of the Interim period. A two-thirds (2/3) vote of the Board shall be required to adopt the budget and assessment.

11.3 Annual Budget and General Assessment. No later than ninety (90) days before the end of each calendar year after the first budget is adopted, the Association's Board of Directors shall fix the annual budget for the subsequent calendar year and the general assessment to meet the obligation imposed by the Declaration by a two-thirds (2/3) vote. The Board shall set the date or dates by which such assessment shall become due.

11.4 Special Assessment. In addition to the annual assessment authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next two succeeding years for the purpose of defraying, in whole or in part, or to meet any deficiency over the annual assessment. The directors may approve and levy a special assessment or assessments, totaling no more than One Thousand Dollars (\$1,000) per calendar year per Unit. Any greater assessment shall have the assent of not less than two-thirds (2/3) of the votes of the Owners who are voting in person or by proxy at a special meeting duly called for that purpose, and, if during the period of Declarant control, the assent of the Declarant.

11.5 Date of Commencement of Annual Assessments. Except as provided in Section 11.2.2(b) above relating to services during the interim period, the

annual assessments provided for herein shall commence with respect to assessable Units on the date of conveyance to an Owner who is not the Declarant. The initial annual assessment on any assessable Unit shall commence on, and be prorated to, the date of conveyance of the Unit to an Owner who is not the Declarant.

If the Declarant leases a Unit pursuant to Section 10, said lease shall include payment by either Lessor or Lessee of all applicable assessments, annual and special, in regard to the leased Unit, including without limitation prorated payments for any partial months during the lease term.

- 11.6 Effect of Nonpayment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date, may upon resolution of the Board, bear interest from the due date as a percentage rate no greater than the then-current statutory maximum annual interest rate. The Association may bring an action at law against an Owner personally obligated to pay the same or foreclose the lien against the property in like manner as a mortgage on real property. In any such foreclosure, the Owner shall be required to pay a reasonable rental for the permitted use of the common and limited common elements; and the Association shall be entitled to the appointment of a receiver to collect the same. The Association may bid on the property at foreclosure sale and acquire and hold, lease, mortgage, and convey the same. If the Association has provided for collection of annual assessments in installments, upon default in the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common and limited common elements or abandonment of the Owner's Unit.

If an Owner does not contribute the Owner's share of the cost of maintenance of a well or septic system serving the Owner's building pursuant to Section 7.4, the Owner of the other Unit served by said well or septic system may notify the Association, and, upon approval by a majority of the Board of Directors, the Association shall issue a notice to the nonpaying Owner that such charge has become an assessment, the nonpayment of which shall be subject to this section.

- 11.7 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. All liens of the assessments provided for herein shall be satisfied prior to the sale or transfer of any Unit. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit

from liability for any assessments thereafter becoming due or from the lien thereof.

- 11.8 Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges, and liens created herein: (i) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use, (ii) the common elements, (iii) all limited common elements, and (iv) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.
- 11.9 Joint and Several Liability of Grantor and Grantee. Upon a voluntary conveyance, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor as provided in these Articles up to the time of conveyance, without prejudice to the grantee's right to recover from grantor the amount paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessment against the grantor pursuant to this Article in excess of the amount therein set forth.

12. REPAIRS AND MAINTENANCE.

- 12.1 Individual Units. Each Owner, at the Owner's sole expense, shall be responsible for keeping the interior of all buildings located on the Owner's Unit, including the window, doors, equipment, fixtures and appurtenances thereof, in good order, condition, and shall be responsible for interior decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the residence. Without in any way limiting the foregoing, in addition to decorating and keeping the interior in good repair, each Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, doors and windows (including washing and replacement of broken glass), screens and screening, lighting fixtures, refrigerators, ranges, heating and air conditioning equipment including appurtenant compressor and equipment, dishwashers, disposals, laundry equipment such as washers and dryers, interior electrical wiring and fixtures, door bells, or other equipment which may be in, or connect with, the residence or the limited common elements appurtenant to the Unit.

Each Owner, at the Owner's sole expense, shall be responsible for keeping the exterior of all buildings located on the Owner's Unit, including the

windows, doors, siding, roof, and equipment, fixtures and appurtenances thereof, in good order and condition.

- 12.2 Special Assessment for Maintenance. If an Owner fails to timely and adequately maintain the exterior of a building as required by this Section, the Association shall have such maintenance performed and invoice the Owner for the cost thereof. If the Owner fails to pay said invoice, the Association shall issue a notice to the Owner indicating that such charge has become an assessment, the nonpayment of which shall be subject to the provisions of Section 11.
- 12.3 Common Elements and Facilities. The Association shall be responsible for the management and control of the common elements and facilities constructed on the common elements, and shall cause the same to be kept in good, clean, attractive and sanitary condition, order and repair. Without in any way limiting the foregoing, this shall include all painting, repair, and maintenance of common element buildings, repair and maintenance of roadways, trails, and other common element amenities. Utility facilities within a common element building shall be common elements and shall be maintained by the Association in accordance with the Rules and Regulations of the Association. All expenses of maintenance of these facilities shall be the common expense of the Association.
- 12.4 Limited Common Elements. Each Owner, at the Owner's sole expense, shall keep the limited common elements appurtenant to the Owner's Unit, as defined in Section 7 hereof and as described in the Plat, in a good, clean, sanitary and attractive condition, except for limited common element slips, for off water sites, which shall be maintained by the Association. The expenses for the off water back site docks, include but are not limited to maintenance, installation, removal, and potential replacement. Each Owner, at the Owner's sole expense, shall be responsible for snow removal from the patio or deck appurtenant to the Owner's Unit.
- 12.5 Prohibition Against Structural Changes by Owner. No Owner shall without first obtaining the written consent of the Association, make or permit to be made any structural alteration, changes or improvements to the Owner's Unit, or in or to the exterior of any building or any common or limited common elements and facilities, or make or install any improvements or equipment which may affect other Units or the Owners of other Units. If permission is granted, in that event the Owner shall be solely liable for construction, maintenance, and repair of any alteration, change or improvement to the Owner's Unit. Failure to comply shall result in the Association ordering removal of the alteration. An Owner shall not perform or allow to be performed, any act or work which will impair the structural soundness or integrity of any building, or the safety

of the property, or impair any easement or hereditament, without the prior written consent of the Association.

12.6 Entry for Repairs. The Association may enter any Unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities or for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the Owner, except in the case of an emergency when injury or property damage will result from delayed entry, and with as little inconvenience to the 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 in the discretion of the Board of Directors.

12.7 Landscaping. A landscape plan must be submitted and approved by the architectural control committee. Landscaping must be completed within 60 days of completion of unit, weather permitting.

13. OWNERS' RIGHTS WITH RESPECT TO STRUCTURES.

13.1 Decorating. Each Owner shall have the exclusive right to carpet, paint, repaint, tile, panel, paper or otherwise refurbish and decorate the interior surfaces of the walls, ceilings, floors and doors of each building constructed on a Unit.

13.2 Antennas and Satellite Dishes. No antenna or satellite dish may be located in or on the limited common or common areas without written approval of the Architectural Control Committee.

13.3 No subdivision. No Unit may be subdivided or separated.

14. DESTRUCTION AND RECONSTRUCTION.

14.1 Damage or Destruction of Improvements on a Unit. In the event of a partial or total damage or destruction of a building, buildings, or other improvements on a Unit, the Owner thereof shall cause the same to be repaired and rebuilt as soon as practical and substantially in the same design, plan and specification as originally built, so as to be compatible with the remainder of the Condominium. On reconstruction, the design, plan and specifications of any building or to other improvement on a Unit may vary from that of the original thereof upon approval of the Association, provided, however, that the location and number of square feet of any building shall not exceed the size and location of each Unit's building pad as designated on the condominium plat.

- 14.2 Damage or Destruction of common elements. In the event of a partial or total damage or destruction of all or any portion of the common elements of the Condominium, the Association shall cause the same to be repaired and rebuilt as soon as practical and substantially in the same design, plan and specification as originally built, so as to be compatible with the remainder of the Condominium. All cost of repair or reconstruction in excess of available insurance proceeds shall be a common expense of the Association. If the common elements are damaged to an extent more than the available insurance proceeds that portion of the Condominium shall be subject to an action for partition upon obtaining the written consent of the Owners of 75% or more of the Units. In the case of partition, the net proceeds of sale together with any net proceeds of insurance shall be considered as one fund and shall be divided among the Owners of the Units in proportion to their percentage interests in the common elements, and shall be distributed in accordance with the priority of interests in each Unit.

15. **INSURANCE.**

The Board of Directors of the Association shall provide and maintain fire and broad form extended coverage insurance on the common elements of the Condominium in an amount not less than the Association as trustee for each of the Owners and their respective mortgagees in the percentages established in this Declaration as their interest may appear. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against the Owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more Owners, or the Association, or their servants, agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

In the event of partial or total destruction of the common elements and it is determined to repair or reconstruct the same in accordance with Section 14 hereof; the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the insurance proceeds together with the net proceeds of sale, all are distributed to the Owners and their mortgagees, if any, as their respective interests may appear, in the manner provided by the Act.

If insurance coverage is available to combine protection for the Association and each Owners as to the Owner's individual Unit, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost-sharing basis under which the Owner would be assessed individually for the amount of insurance which he directs the Board of Directors to include in such policies for the Owner's additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any Owner, at the Owner's own expense, to provide an additional insurance coverage on the Owner's improvements or on the Owner's Unit which will not duplicate any insurance provided by the Association of Owners.

The Association shall also provide public liability insurance covering the common elements and facilities and the limited common elements with respect to all claims commonly insured against in such amounts as may be determined at the discretion of the Association from time to time. The Association may also provide worker's compensation insurance, directors' and officers' liability insurance and fidelity bonds on such coverage as is determined by the Association to be necessary or advisable from time to time.

Each Owner shall be solely responsible for insuring the buildings and other improvements constructed upon a Unit and for insuring the Owner's personal property.

16. LIABILITY FOR COMMON ELEMENTS.

The costs of administration of the Association, insurance, repair, maintenance and other expenses of the common elements and facilities, including common services provided to the Owners such as snow removal, lawn mowing and repair and maintenance of streets, walks, drives, and recreational facilities shall be paid for by the Association. The Association shall make assessments against the Owners and Units for such common expenses in accordance with the percentage of the undivided interest in the common elements and facilities relating to each Unit, in the manner provided in the By-Laws of the Association. No Owner may exempt himself, herself, or itself from liability for contributions toward the common expenses by waiver of the use or enjoyment of any of the common elements and facilities or services or by abandonment of the Owner's Unit; and no conveyance shall relieve the Owner-grantor or the Owner's Unit of such liability, and he shall be jointly, severally and personally liable along with the Owner's grantee in such a conveyance for the common expenses incurred up to the date of sale, until all expenses charged to the Owner's Unit have been paid.

All assessments, when due, shall immediately become a personal debt of the Owner and also a lien, until paid, against the Owners at the beginning of each fiscal year of the Association to meet estimated common expenses of the Association for the ensuing year; however, if prorated and paid monthly, the assessments shall not be considered due until the respective installment payment dates. In the event of delinquency in payment, the Association may accelerate annual assessments remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association.

17. PARTITION OF COMMON ELEMENTS PROHIBITED.

There shall be no partition of the common elements and facilities and limited common elements through judicial proceedings or otherwise, except as otherwise provided in this Declaration, until this Declaration is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding ownership or condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants; nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of a Unit as between such co-owners.

18. CONVEYANCE TO INCLUDE INTERESTS IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

The percentage of the undivided interest in the condominium and limited common elements and facilities shall not be separated from the Unit to which it appertains. No Owner shall execute any deed, mortgage, lease or other instrument affecting title to such Ownership without including therein both the Owner's interest in the Unit and the Owner's corresponding percentage of ownership in the common and limited common elements and facilities, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

19. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

19.1 Extent of Owners' Easement. The owner's easement of enjoyment created hereby shall be subject to the following:

19.1.1 The right of the Association to establish reasonable rules and regulations for the use of the common and limited common elements.

- 19.1.2 The right of the Association to mortgage any or all of the common facilities, if any, for the purposes of improvement or repair to Association land or facilities pursuant to approval of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a regular meeting of the Association or at a meeting duly called for this purpose, and, during the period of Declarant Control, the Declarant.
- 19.1.3 The right of the Association to dedicate, grant easements to, or transfer all or any part of the common and limited common elements to any public agency, authority, or utility and subject to such conditions as may be agreed to by the members. No such dedication, easement, or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members and, during the period of Declarant Control, the Declarant, agreeing to such dedication or transfer has been recorded.
- 19.1.4 Utilities. Easements are hereby declared and granted for the benefit of the Owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the rights to install, lay, maintain, repair and replace the well and pipes, sewer lines, gas mains and LP tanks, telephone wires and equipment and electrical conduits and wires and equipment including power transformers over, under, along and on any part of the common elements and facilities to service the condominium property.
- 19.1.5 Encroachments. If by reason of the construction, reconstruction, settlement, or shifting of any building, or design or construction of any residence, any part of the common elements or limited common elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the common elements or limited common elements, or any portion of any Unit encroaches upon part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as all or any part of the residence on such Unit shall remain standing, and it and common element boundaries shall be as provided in the Act. Provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit or in favor of the owner or owners of the common elements or limited common elements, if such encroachment occurred due to the willful and knowing conduct of said Owner or Owners.
- 19.1.6 Driveway Easement. Notwithstanding any other provisions in this Declaration, there is granted to each owner and occupant a perpetual easement for the right to ingress and egress over and across that part of any common or limited common elements used for driveway purposes, extending from all Units to the street serving the Property.

19.1.7 **Binding Effect.** All easements and rights described in this Section are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to and shall inure to the benefit of and shall be binding on, the undersigned, its successors and assigns, and on all Owners, purchasers and mortgagee and their heirs, personal representatives, successors and assigns. The Association or the Declarant shall have the authority to execute and record all documents necessary to carry out the intent of this Section 18. See the Plat for designated driveway easement for the benefit of adjoining property owners.

20. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER.

The failure of the Association to insist, in any one or more instance, upon the strict performance of any of the term, covenants, condition or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

21. AMENDMENTS TO DECLARATION.

Except as otherwise provided, this Declaration may be amended with the written consent of the Owners of not less than seventy-five percent (75%) of the Units following the sale of 75% of all of the Units by Declarant. Prior to such time and until 75% of all Units are sold by the Declarant, the Declarant, its successors and assigns, shall have exclusive right and authority to amend this Declaration. No amendment shall alter or abrogate the rights of the Declarant as contained in this Declaration. No consent of an Owner shall be effective without the approval of the mortgagee of a Unit, if any. Following sale of 75% of the Units, copies of amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of any amendment shall be recorded with the register of Deeds for Barron County, and a copy of the amendment shall also be mailed or personally delivered to each Owner at the Owner's address on file with the Association.

22. NOTICES.

All notices and documents required to be given by this Declaration or the By-Laws of the Association shall be sufficient if given to an Owner of a Unit regardless of the number of owners who have an interest in the Unit. Notices and other documents to be served upon the Declarant shall be given to the agent specified for receipt of process herein. 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 the Association's duty with respect to the giving of notice by mailing it or having it delivered personally to such address on file.

23. SERVICE OF PROCESS.

The Declarant appoints Andrew J. Court of 1740 Brackett Avenue, Eau Claire, Wisconsin 54701 as the person to receive service of process on behalf of the Association, or such person or entity as may be designated from time to time by the Board of Directors of the Association as the registered agent of the Association, which designation shall be filed with the Department of Financial Institutions of the State of Wisconsin. The Board may designate successors to the registered agent by affirmative vote of a majority of the Board present at a meeting of the Board at which a quorum is in attendance.

24. NUMBER AND GENDER.

Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

25. CAPTIONS.

The captions and section heading herein are inserted only as matters of convenience and for reference, and in no way define nor limit the scope of intent of the various provisions hereof.

26. SEVERABILITY.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or of any other provision thereof.

27. PARTY WALLS AND FENCES.

27.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the buildings upon the Condominium and placed on the dividing line between Units shall constitute a party wall and each fence constructed on the dividing line between Units shall constitute a party fence; and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and party fences and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

27.2 Rights of Owners. The Owners of contiguous Units who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

27.3 Damage or Destruction. If any party wall or party fence is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time),

(a) through the act of an Owner or any of the Owner's agents or members of the Owner's family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the party wall or fence without cost to the other adjoining Owner or Owners.

(b) Other than by the act of an adjoining Owner, the Owner's agents, guests, or family, it shall be the obligation of all Owners who's Units adjoins such wall or fence to rebuild and repair such wall or fence at their joint and equal expense.

27.4 Right to Contribution Runs with Land. The right of any Owner to Contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

27.5 Arbitration. If a dispute arises concerning a party wall or party fence, or any other provision of this Section, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators, which decision shall be binding on all affected parties.

28. COMMON RECREATIONAL FACILITIES.

- 28.1 Pool and Pool House. The Pool and all relevant facilities are designated as "common elements" and are subject to all regulations of use, ownership, assignment, easements, and limitations in aforesaid Section 6.1,6.2,6.3,6.4,6.5,6.6, and 8. There will be additional costs for maintenance and general repairs to be included in the annual budget. All rules and restrictions posted by the Association must be observed. Any participation in swimming (in the pool or lake) or any other recreation in or around the pool area is the sole responsibility of the participant, neither the Association, nor Developer Direct LLC, nor Gopher Point Development Company LLC, nor Gopher Point Construction LLC, nor the Condominium itself can be held liable for any injuries, property damage or personal property stolen due to the participation in these activities. There will not be a posted Life Guard on duty at any time, swim at your own risk.
- 28.2 Tennis Court. The Tennis Court and all relevant facilities are designated as "common elements" and are subject to all regulations of use, ownership, assignment, easements, and limitations in aforesaid Section 6.1,6.2,6.3,6.4,6.5,6.6, and 8. There will be additional costs for maintenance and general repairs to be included in the annual budget. All rules and restrictions posted by the Association must be observed. Any participation in any recreation in or around the tennis courts is the sole responsibility of the participant, neither the Association, nor Developer Direct LLC, nor Gopher Point Development Company LLC, nor Gopher Point Construction LLC, nor the Condominium itself can be held liable for any injuries, property damage or personal property stolen due to participation in activities on said facilities.
- 28.3 Horse and Pedestrian Trails and Facilities. Horse and pedestrian trails and facilities are designed as "common elements" and are subject to all regulations of use, ownership, assignment, easements, and limitations in aforesaid Section 6.1,6.2,6.3,6.4,6.5,6.6, and 8. There will be additional costs for maintenance and general repairs to be included in the annual budget. All rules and restrictions posted by the Association must be observed. Any participation in any recreation in or around the horse and pedestrian trails and facilities is the sole responsibility of the participant, neither the Association, nor Developer Direct LLC, nor Gopher Point Development Company LLC, nor Gopher Point Construction LLC, nor the Condominium itself shall be liable for any injuries, property damage or personal property stolen due to participation in activities on said facilities.

29. DURATION.

The Covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless at the expiration of the twenty-year term or of any ten-year extension period the covenants and restrictions are expressly terminated by an instrument signed by all of the Owners. A termination must be recorded.

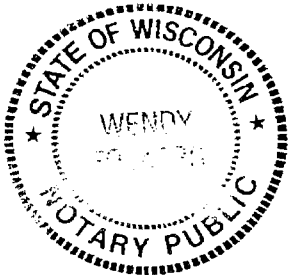
30. ENFORCEMENT.

The Association, any Owner, or the Declarant shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or thereafter imposed by the provisions of this Declaration, the Bylaws of the Association, or any rules and regulations properly adopted by the Associations, as amended from time to time. The Association, any Owner or the Declarant shall be entitled to recover reasonable attorney fees and costs incurred by it in any successful action to enforce the terms of this Declaration, the Bylaws of the Association, or any rules and regulations properly adopted by the Associations, as amended from time to time, and may assess such amounts as a special assessment against the Owner or Owners opposing the Association in such action.

31. NONHOMESTEAD OF DECLARANT.

None of the lands subject to this Declaration constitutes the homestead of the Declarant.

IN WITNESS WHEREOF, Gopher Point Development Company, LLC has caused this document to be executed by its duly authorized member at Eau Claire, Wisconsin as on June 10, 2010 but effective November 9, 2006.



Gopher Point Development Company, LLC

By:

Andrew J. Court, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss:
EAU CLAIRE COUNTY)

Personally come before me this 11th day of June, 2010, Andrew J. Court, who to me represented that he is the Managing Member of Gopher Point Development Company, LLC, a Wisconsin limited liability company, and to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of said company, by its authority.

Wendy Falkers
Notary Public

State of Wisconsin.

My Commission expires 1/16/2011

This instrument was initially drafted by Attorney Joseph R. Mirr, of Garvey, Anderson, Johnson, Geraci & Mirr, S.C., 402 Graham Avenue, P.O. Box 187, Eau Claire, Wisconsin 54702-0187; and subsequently amended by ~~Declarant's staff~~ redrafted by Andrew J. Court

Exhibit A
Legal Description

The following described parcel is located in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, and Government Lot 2 of Section 1, also located in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, and Government Lot 7 of Section 12, T. 33 N., R. 11 W., Prairie Lake Township, also part of Certified Survey Map Volume 33, Page 155, and Certified Survey Map Volume 33, Page 156, and Certified Survey Map Volume 33, Page 157, Barron County, Wisconsin, more particularly described as follows:

+

Thence S87°59'11"W, along the North line of the SE $\frac{1}{4}$ of Section 1, 2279.37 feet to the Northeast Corner of Certified Survey Map Volume 33, Page 155, point also being the Point of Beginning;

thence S00°42'42"E, along the East line of said C.S.M. 33-155, and the East line of Certified Survey Map Volume 33, Page 156, 2426.56 feet to a meander corner located N00°42'42"W, 14 feet more or less from the ordinary high water mark of Prairie Lake:
thence S23°27'54"W, along a meander line on the north shore of Prairie Lake, 185.16 feet;
thence S11°49'27"E, along a meander line on the north shore of Prairie Lake, 189.71 feet;
thence S74°16'25"W, along a meander line on the north shore of Prairie Lake, 237.86 feet;
thence N30°04'08"W, along a meander line on the north shore of Prairie Lake, 130.69 feet;
thence N49°02'39"W, along a meander line on the north shore of Prairie Lake, 281.64 feet;
thence N39°00'20"W, along a meander line on the north shore of Prairie Lake, 273.98 feet;
thence S86°29'36"W, along a meander line on the north shore of Prairie Lake, 135.72 feet;
thence S12°53'05"W, along a meander line on the north shore of Prairie Lake, 155.38 feet;

thence N70°11'51"W, along a meander line on the north shore of Prairie Lake, 178.61 feet;
 thence S24°28'47"W, along a meander line on the north shore of Prairie Lake, 619.70 feet;
 thence S49°27'43"E, along a meander line on the north shore of Prairie Lake, 121.05 feet;
 thence S45°08'22"W, along a meander line on the north shore of Prairie Lake, 143.40 feet;
 thence N20°45'45"W, along a meander line on the north shore of Prairie Lake, 83.96 feet;
 thence N18°05'59"E, along a meander line on the north shore of Prairie Lake, 321.69 feet;
 thence N45°11'30"W, along a meander line on the north shore of Prairie Lake, 202.31 feet;
 thence S69°15'10"W, along a meander line on the north shore of Prairie Lake, 345.45 feet;
 thence N41°33'38"W, along a meander line on the north shore of Prairie Lake, 138.10 feet;
 thence N25°39'29"W, along a meander line on the north shore of Prairie Lake, 646.83 feet;
 thence N63°16'10"E, along a meander line on the north shore of Prairie Lake, 333.55 feet;
 thence N43°58'34"E, along a meander line on the north shore of Prairie Lake, 374.88 feet;
 thence N75°19'23"E, along a meander line on the north shore of Prairie Lake, 125.23 feet;
 thence S46°48'42"E, along a meander line on the north shore of Prairie Lake, 78.55 feet;
 thence S84°45'50"E, along a meander line on the north shore of Prairie Lake, 205.62 feet;
 thence N13°18'18"W, along a meander line on the north shore of Prairie Lake, 141.71 feet;
 thence N55°50'53"E, along a meander line on the north shore of Prairie Lake, 238.35 feet;
 thence N59°38'11"W, along a meander line on the north shore of Prairie Lake, 205.23 feet;
 thence S34°45'09"W, along a meander line on the north shore of Prairie Lake, 190.16 feet;
 thence S63°48'23"W, along a meander line on the north shore of Prairie Lake, 118.32 feet;
 thence N77°42'58"W, along a meander line on the north shore of Prairie Lake, 125.31 feet;
 thence N41°22'49"W, along a meander line on the north shore of Prairie Lake, 215.91 feet;
 thence S63°22'47"W, along a meander line on the north shore of Prairie Lake, 509.07 feet;
 thence N71°18'19"W, along a meander line on the north shore of Prairie Lake, 425.41 feet;
 thence leaving the north shore of Prairie Lake N08°56'03"W, along a meander line east of the
 tread of an unnamed dry stream, 60.04 feet;
 thence N18°15'21"E, along a meander line east of the tread of an unnamed dry stream, 115.83
 feet;
 thence N39°23'03"E, along a meander line east of the tread of an unnamed dry stream, 100.60
 feet;
 thence N63°54'42"E, along a meander line east of the tread of an unnamed dry stream, 124.16
 feet;
 thence N53°18'28"E, along a meander line east of the tread of an unnamed dry stream, 115.87
 feet to a meander corner located N87°51'31"E, 71 feet more or less from the thread of an
 unnamed dry stream;
 thence N87°51'31"E, along the North line of Certified Survey Map Volume 33, Page 157, 557.95
 feet to the Northeast corner of said C.S.M. 33-157, and the West line of the NE ¼ of the SW ¼ of
 said Section 1;
 thence N01°00'36"W, along said West line of the NE ¼ of the SW ¼, 996.12 feet to the
 Northwest corner of said NE ¼ of the SW ¼;
 thence N87°59'11"E, along the North line of said NE ¼ of the SW ¼ and the North line of the
 NW ¼ of the SE ¼ of said Section 1, and along the North line of Certified Survey Map Volume
 33, Page 155, 1631.64 feet to the Point of Beginning.

Including all lands between the meander line herein described and the ordinary high water mark of Prairie Lake and the thread of an unnamed dry stream which lie between the extensions of the East and North boundary lines of land/mainland herein described.

Also including the following described land/island more particularly described as follows:

Commencing at the South ¼ Corner of said Section 1;

Thence S54°14'30"W, 1414.76 feet to a meander corner on an island in Prairie Lake, point also being the Point of Beginning;

thence S68°11'04"W, along a meander line, 102.92 feet;
thence S16°21'33"W, along a meander line, 361.20 feet;
thence N84°29'23"W, along a meander line, 251.97 feet;
thence N53°04'31"W, along a meander line, 394.39 feet;
thence S88°59'57"E, along a meander line, 112.09 feet;
thence N58°57'28"E, along a meander line, 119.88 feet;
thence S61°10'15"E, along a meander line, 94.68 feet;
thence N43°20'13"E, along a meander line, 174.44 feet;
thence S28°58'43"W, along a meander line, 177.58 feet;
thence S01°25'54"W, along a meander line, 100.90 feet;
thence S74°24'18"E, along a meander line, 201.66 feet;
thence N22°17'22"E, along a meander line, 357.93 feet;
thence N05°07'52"E, along a meander line, 102.21 feet;
thence S85°25'14"W, along a meander line, 196.27 feet;
thence N72°28'57"E, along a meander line, 304.56 feet;
thence S00°48'48"E, along a meander line, 215.95 feet to the Point of Beginning.

Including all lands between the meander line herein described and the ordinary high water mark of Prairie Lake.

Said Parcel contains 5,351,951 square feet or 122.864 acres more or less including rights-of-way.

Said Parcel subject to all easements, restrictions, and reservations of record.

Bearings referenced to the East/West Quarter line of Section 1, which has a Barron County Grid Bearing of N 87°59'11"E.